



**City of Prospect Heights
CITY COUNCIL REGULAR MEETING**

Monday, June 8, 2026 at 6:30 PM

**Prospect Heights City Hall
8 North Elmhurst Road**

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE CITY OF PROSPECT HEIGHTS, NOTICE IS HEREBY GIVEN THAT:

The City Council Meeting of the Mayor and City Council of the City of Prospect Heights will be held on MONDAY, JUNE 8, 2026 AT 6:30 PM.

In Person in the Council Chambers, Prospect Heights City Hall, 8 North Elmhurst Road, Prospect Heights, Illinois, Mayor Patrick Ludvigsen presiding.

This meeting will be broadcast live on cable channels: COMCAST CHANNEL 17, ASTOUND CHANNEL 1176 and AT&T U-VERSE CHANNEL 99. It will also be recorded and rebroadcast on COMCAST CHANNEL 17, ASTOUND CHANNEL 1176 and AT&T U-VERSE CHANNEL 99.

Attendees who wish to speak on Agenda or non-agenda items will be provided an opportunity during the meeting. There is a FIVE-MINUTE TIME LIMIT for speakers.

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - A. May 27, 2026 City Council Special Meeting Minutes**
Action Requested: (Motion, Second, Roll Call Vote)
- 4. PRESENTATIONS**
- 5. APPOINTMENTS, CONFIRMATIONS, AND PROCLAMATIONS**
- 6. PUBLIC COMMENTS ON AGENDA MATTERS (FIVE MINUTES TIME LIMIT)**
(Citizens are asked to identify the agenda item they would like to address and will be provided the opportunity to speak to the issue after its presentation and before City Council action)
- 7. CONSENT AGENDA**
(All items listed on the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the general order of business and considered as a separate Agenda)

This meeting will be recorded and made available on your local Cable Channel, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website.

item.)

Action Requested: (Motion, Second, Voice Vote)

8. OLD BUSINESS

9. NEW BUSINESS

A. O-26-11 Staff Memo and Ordinance Authorizing Northern Illinois Gas Company (Nicor Gas), its Successors and Assigns, to Construct, Operate, and Maintain a Gas Distribution System in and Through the City of Prospect Heights, Illinois
(1st Reading)

Action Requested: (Discussion/Informational)

B. Waiver of 1st Reading O-26-12 Staff Memo and Ordinance Approving a Special Use for a Sit-down Restaurant at 6 N Elmhurst Road, Baltic House **(1st Reading)**

Action Requested: (Motion, Second, Roll Call Vote)

C. O-26-12 Staff Memo and Ordinance Approving a Special Use for a Sit-down Restaurant at 6 N Elmhurst Road, Baltic House **(2nd Reading)**

Action Requested: (Motion, Second, Roll Call Vote)

D. O-26-13 Business Liquor License Request and Ordinance Increasing the Number of “A” Liquor Licenses from 8 to 9 (Full Liquor – Monday through Sunday from 8:00 am to 12 Midnight) for Baltic House, 6 N Elmhurst Road **(1st Reading)**

Action Requested: (Discussion/Informational)

E. R-26-23 Staff Memo and Resolution Approving a One-Year Extension with Flood Brothers Inc. for Garbage Collection in the City of Prospect Heights

Action Requested: (Motion, Second, Roll Call Vote)

F. R-26-24 Staff Memo and Resolution Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of Prospect Heights, Cook County, Illinois

Action Requested: (Motion, Second, Roll Call Vote)

G. R-26-25 Staff Memo and Resolution Approving a Supplemental Engineering Agreement for the Willow Trails Stormwater Project with Gewalt Hamilton Associates, Inc. for a Cost of \$16,000.00, Subject to Attorney Review and Approval

Action Requested: (Motion, Second, Roll Call Vote)

H. R-26-26 Staff Memo and Resolution Amending Prospect Crossing PUD to Operate a Tattoo Parlor at 1217 N Rand Rd, Atmosphere Tattoo

Action Requested: (Motion, Second, Roll Call Vote)

10. STAFF, ELECTED OFFICIALS, AND COMMISSION REPORTS

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11. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	\$106,056.77
Motor Fuel Tax Fund	\$0.00
Tourism District	\$50,101.70
Solid Waste Fund	\$0.00
Drug Enforcement Agenda Fund	\$2,793.50
Special Service Area #1	\$0.00
Special Service Area #2	\$0.00
Special Service Area #3	\$0.00
Special Service Area #4	\$0.00
Special Service Area #5	\$278.11
Special Service Area - Constr #6 (Water Main)	\$10,526.25
Special Service Area - #8 Levee Wall #37	\$0.00
Capital Improvements	\$47,780.00
Special Service Area - Debt #6	\$0.00
Road Construction Debt	\$25,478.75
Water Fund	\$7,547.99
Parking Fund	\$405.88
Sanitary Sewer	\$6,555.38

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Fund	
Road/Building Bond Escrow	\$0.00
TOTAL	\$257,524.33
Wire Payments	
05.29.26 Payroll	\$212,926.25
Manual Checks	
Hanes Geo Components - Hillcrest Lake Capital Project #4	\$7,795.00
TOTAL WARRANT	\$478,245.58

12. **PUBLIC COMMENT ON NON-AGENDA MATTERS (FIVE MINUTE TIME LIMIT)**
13. **EXECUTIVE SESSION**
14. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
15. **ADJOURNMENT**
Action Requested: (Motion, Second, Voice Vote)

Posted by 5:00 PM, June 5, 2026



To: Mayor Ludvigsen and City Council

From: Peter P. Falcone, City Administrator

Subject: Ordinance Authorizing Northern Illinois Gas Company (d/b/a NICOR Gas Company) its Successors and Assigns, to Construct, Operate and Maintain a Gas Distribution System in and Through the City of Prospect Heights

Date: June 3, 2026

Background:

The City of Prospect Heights grants permission to NICOR Gas for them to operate within the City of Prospect Heights. The current agreement was passed in 1976 and is set to expire June 21, 2026. This new agreement between the City and NICOR will similarly grant permission to NICOR for their operations within the City for fifty additional years to be effective June 21, 2026.

Analysis:

The City collects a 5% fee on natural gas sales in Prospect Heights so NICOR's continued operations within the City is favored.

Recommendation:

Approve Ordinance O-26-11 to approve an agreement with NICOR Gas for a 50-year term to be effective June 21, 2026.

ORDINANCE No. O-26-11

AN ORDINANCE AUTHORIZING NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY) ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A GAS DISTRIBUTING SYSTEM IN AND THROUGH THE CITY OF PROSPECT HEIGHTS, ILLINOIS

WHEREAS, the City of Prospect Heights, Cook County, Illinois (the "City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Mayor and City Council of the City of Prospect Heights have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the current Ordinance O-76-05 approving a 50-year agreement with Northern Illinois Gas Company is set to expire on Jun 21, 2026 and it is the desire of the Prospect Heights City Council to renew said agreement.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, ILLINOIS:

SECTION 1. That the right, permission and authority be and the same are hereby granted to NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY), an Illinois corporation, its successors and assigns (hereinafter referred to as the "Grantee"), to construct, operate and maintain in and through the CITY OF PROSPECT HEIGHTS (hereinafter referred to as the "Municipality"), in the State of Illinois, for a term of fifty years (50) years, a system for the production, distribution and sale of gas for fuel, heating, power, processing and other purposes within and outside the corporate limits of the Municipality, and to construct, lay, maintain and operate such gas pipes, mains, conductors and other devices, apparatus and equipment as may be necessary or convenient for such system in, under, along and across each and all of the streets, alleys, avenues and other public places in the Municipality, subject to the conditions and regulations hereinafter set forth.

SECTION 2. All pipes, mains, conductors and other appliances, including connections with service pipes, hereafter laid in streets, alleys, avenues or other public places, shall be laid under the supervision of the Director of Public Works of the Municipality as the City Council may from time to time designate. All pipes, mains, conductors and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, the Grantee shall forthwith repair the damage caused by such injury to the satisfaction of the duly authorized agent of the Municipality, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee. The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues and other public places

of the Municipality.

SECTION 3. The Grantee shall indemnify, become responsible for and forever save harmless the Municipality from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue or other public place in the Municipality by the Grantee pursuant to the terms of this ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted; except that the indemnity provided for in this Section 3 shall not apply to any liability, judgments, damages, decrees, costs and expenses determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of Municipality, its agents and employees.

SECTION 4. After the passage of this ordinance, and within thirty (30) days after passage, this ordinance, if accepted, shall be accepted by the Grantee by its filing with the City Clerk of the Municipality an unconditional written acceptance hereof, to be duly executed according to law, and a failure of the Grantee to so accept this ordinance within said period of time shall be deemed a rejection hereof by the Grantee, and the rights and privileges herein granted shall after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the Municipality by ordinance duly passed for that purpose and before the expiration of said period of thirty (30) days.

SECTION 5. All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, said NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY) shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of said Company, and the word "Grantee" wherever appearing in this ordinance shall include and be taken to mean not only said NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY), but also each and all of such successors and assigns.

SECTION 6. This ordinance, if accepted by the Grantee as hereinabove provided, shall be in full force and effect as of June 21, 2026, and from and after the effective date shall supersede, cancel, repeal and be in lieu of any and all other existing or prior grants of right, permission and authority by said Municipality to said Grantee or any predecessor companies or assignors of the Grantee to construct, operate and maintain any system for the production, distribution and sale of gas for fuel, heating, power, processing and any other purposes within the corporate limits of this Municipality, and this ordinance shall likewise cancel all of the obligations under said existing or prior grants.

PASSED and APPROVED this _____ day of June 2026

Patrick Ludvigsen, Mayor

Attest:

City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
CITY OF PROSPECT HEIGHTS)

I, _____, City Clerk of the City of Prospect Heights, Illinois, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly passed by the City Council of said City on the ____ day of _____, 2026, and duly approved by the Mayor of said City on the ____ day of _____, 2026, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said City.

WITNESS my hand and the official seal of said City this _____ Day of _____, 2026.

City Clerk
Prospect Heights, Illinois

(SEAL)



City of Prospect Heights

Department of Building & Zoning
 8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
 Office: 847/398-6070 x 211-FAX: 847/590-1854
www.prospect-heights.il.us

MEMORANDUM

Date: May 28, 2026

To: Mayor Patrick Ludvigsen and City Council

Cc: Peter Falcone, City Administrator

From: Daniel A. Peterson, Director of Building & Development

Subject: ZBA Case No. 26-07 SU - Special Use of a Sit-Down Restaurant
 6 N. Elmhurst Rd. Unit D, Prospect Heights, IL – Baltic House Kitchen & Bar

ISSUE: Consideration of an Ordinance #O-26-07 SU approving a Special Use Permit for a Sit-Down Restaurant with outdoor seating, at 6 N. Elmhurst Rd. Unit D, Prospect Heights, IL

BACKGROUND:

The PZBA held a public hearing on May 28, 2026, to hear ZBA Case #22-07 SU, an application for a Special Use Permit at the subject property. The petitioners Izabella Narloch and Piotr Tylman are seeking a special use permit to operate a Polish family restaurant with a with outdoor seating in the B1 Retail Zoning District. They will be occupying the space vacated by Pizza Pavia who moved to another space in the mall. The owners currently own the Baltic House restaurant in Hardwood Heights. This will be their second restaurant.

The applicants provided testimony to their 17-year history of being restaurant operators. They stated that they have had many customers from Prospect Heights and the surrounding area ask when they were going to open a restaurant in the area. Applicants have applied for a full service liquor license. The applicant is not proposing video gaming. They will be looking to have entertainment at the weekends. Applicants testified that they would meet the city's noise ordinance requirements.

The PZBA voted 5-0 to recommend to the City Council approval of the Special Use Permit for a sit-down restaurant with outdoor dining in the B1 Retail District for Park Local, without conditions. Staff concur.

The applicants are requesting a waiver of first reading.

RECOMMENDATION: First Reading Waivere and approval of Ordinance #O-26-12 granting a Special Use Permit for a sit-down restaurant 6 N. Elmhurst Rd., Prospect Heights, IL.

ORDINANCE NO. O-26-12

AN ORDINANCE APPROVING A SPECIAL USE PERMIT AT 6 N. ELMHURST ROAD, PROSPECT HEIGHTS, IL

(PZBA Case #26-07 SU)

WHEREAS, Izabela Narloch and Piotr Tylman (Petitioners), have filed an application for a sit-down restaurant with outdoor seating at 6 N. Elmhurst Rd., Prospect Heights, Illinois (the “Property”); and

WHEREAS, the City of Prospect Heights Zoning Ordinance requires a Special Use Permit to permit a sit-down restaurant with outdoor seating in the B-1 Retail Business District; and

WHEREAS, the Plan Zoning Board of Appeals (PZBA) held a public hearing on May 28, 2026 regarding said application; and

WHEREAS, the PZBA has found the application meets the standards for special use and has recommended that the City Council grant such relief; and

WHEREAS, the Mayor and City Council have reviewed the documents pertinent to the application and the recommendations of the PZBA, concurs with the findings of the PZBA and finds that the standards for special use have been met;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS as follows:

SECTION ONE. The City Council hereby finds and determines that the facts and conditions set forth in the preamble hereto are true, correct and appropriate and hereby adopt same as part of this Ordinance.

SECTION TWO. That a Special Use Permit is hereby granted for a sit-down restaurant with outdoor seating on the Property, legally described in (Exhibit A), and shall run with the use and not with the land.

SECTION THREE. That this Ordinance and all exhibits attached hereto shall be recorded at the Cook County Recorder's Office at the expense of the Owners.

SECTION FOUR. The City Clerk is directed to publish this ordinance in pamphlet form and this

Ordinance shall be in full force and effect from and after its passage and approval as required by law.

SECTION 7. That this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and APPROVED this 8th day of June 2026.

Patrick Ludvigsen, Mayor

ATTEST:

Joanna Prisiajniouk, City Clerk

AYES:

NAYS:

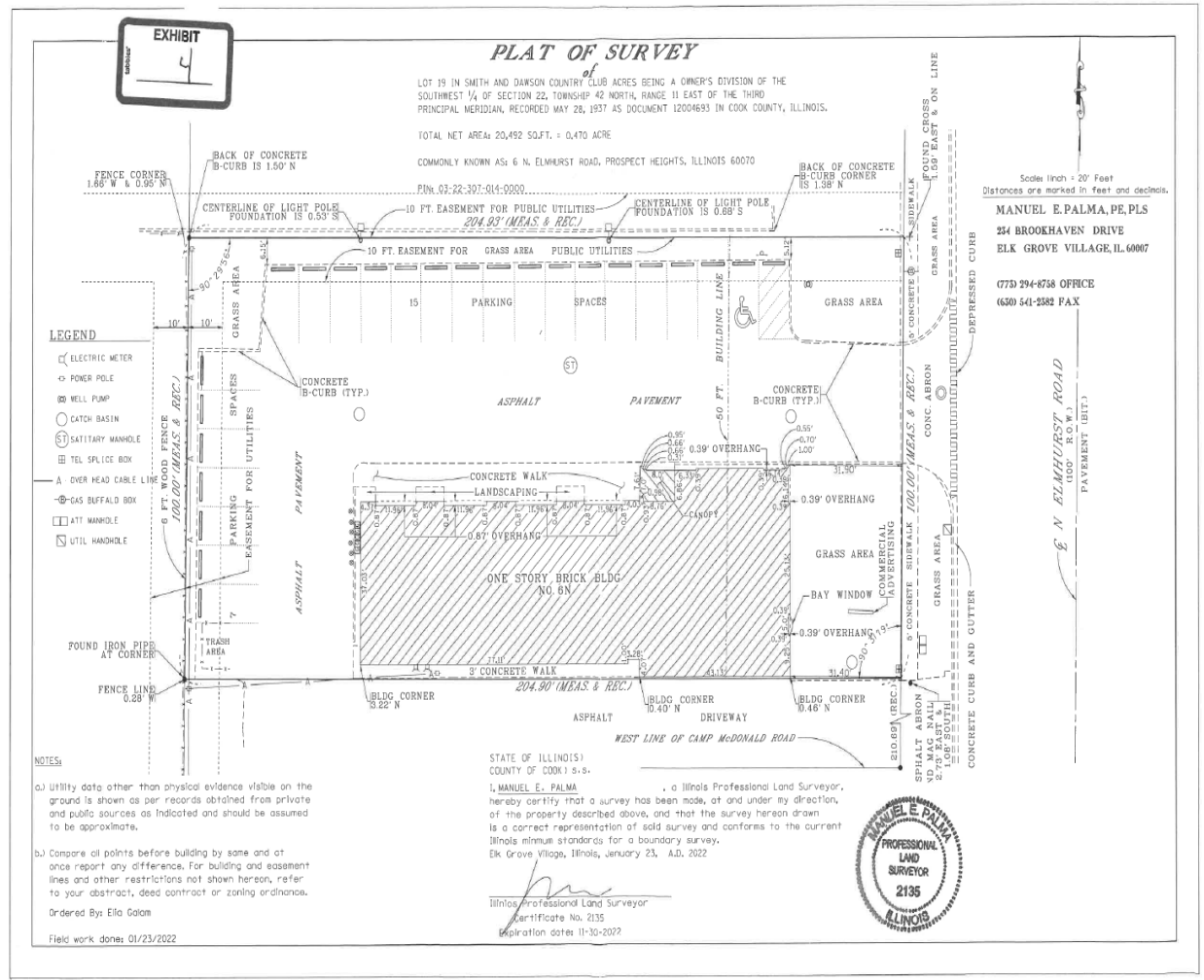
ABSENT:

Published in pamphlet form: June 9th, 2026

EXHIBIT A

LOT 19 IN SMITH AND DAWSON COUNTRY CLUB ACRES BEING A OWNER'S SUBDIVISION THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 28, 1937 AS DOCUMENT 12004693 IN COOK COUNTY, ILLINOIS,

PIN #03-22-307-014-0000





City of Prospect Heights

Department of Building & Zoning
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 211-FAX: 847/590-1854
www.prospect-heights.il.us

MEMORANDUM

Date: May 19, 2026

To: Maciej Kempa – Chairman
Plan/Zoning Board Commissioners

From: Daniel A. Peterson, Director of Building & Development

Subject: ZBA Case No. 26-07 SU
6 N. Elmhurst Rd. Unit D, Prospect Heights, IL 60070
Special Use Permit for a sit-down restaurant with outdoor dining.

Please be advised that an application for a Special Use Permit for a sit-down restaurant with outdoor dining in the B-1 Retail Business District. The PZBA will hold a Special Meeting on Thursday May 28, 2026, to conduct a special hearing for an application to approve a special use to operate a sit-down restaurant on the subject property..

The applicants, Izabela & Piotr Tylman. Applicants are proposing to open a full-service sit-down restaurant shop in the existing 3,200 square foot former Pizza Pavia restaurant and patio. The proposed restaurant requires 32 parking spaces, and the existing businesses require 21 parking spaces. The entire property requires 53 parking spaces. There is an existing shared parking agreement between the City and property owner. Between the existing parking agreement and parking variation per Ord. O-22-05, there will be sufficient parking available to serve the uses.

Applicants own and operate the Baltic House restaurant in Hardwood Heights. Please review the application for compliance with the standards for approval outlined in Section 5-10-9 of the Zoning Code. Upon successful completion of the Special Use Permit, the applicant will be seeking a liquor license.

Thank you.

Dear Mayor and City Council Members,

My name is Izabela Tylman, owner of Baltic House. I am respectfully requesting a waiver of the first reading requirement for our Special Use approval ordinance.

The Zoning Board unanimously voted 5-0 in favor of approving our Special Use application to operate a restaurant at the property. We are very grateful for their support and recommendation.

Granting this waiver would allow us to begin renovations sooner, helping us move forward with the project without unnecessary delays. An earlier start to construction will help us open our doors sooner, bringing a new dining destination to Prospect Heights, creating local jobs, generating additional tax revenue, and contributing to the continued growth of the community.

We are excited to invest in this property and transform it into a welcoming restaurant that residents can enjoy, including outdoor dining during the upcoming summer season. A timely approval would help us take advantage of the construction season and work toward opening as quickly as possible.

Thank you for your time, consideration, and support. We sincerely appreciate the opportunity to become part of the Prospect Heights business community.

Respectfully,

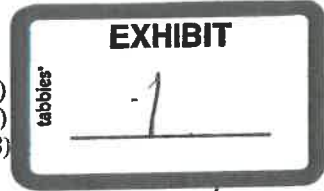
Izabela Tylman

Owner, Baltic House

PLAN/ZONING BOARD OF APPEALS
APPLICATION

Special use (\$400)
Variation (\$150)
Text Amendment (\$300)

Map Amendment (Refer to Ord. 0-03-18)
Subdivision/PUD (Refer to Ord. 0-03-18)
Lot Consolidation (Refer to Ord. 0-03-18)
Appearance Review



In addition to the application fee a refundable deposit not <\$500 nor >\$5,000 shall be required for all zoning applications to offset the direct costs of the application incurred by the City. If costs exceed the available escrow balance applicant will be required to replenish account. If balance remains the money will be refunded or applied to any building permit cost. (Refer to Ord. 0-18-06: 5-10-7(D))

processed
4/30/20
\$400.00
V 101

APPLICANT: BALTIC HOUSE LLC

ADDRESS: 4811 N. OLCOTT Ave # 308
HANWOOD HTS. IL 60706
773.934.2002

PHONE:
E-MAIL: IZINARLOCH@YA.HOO.COM

ADDRESS OF SUBJECT PROPERTY: 6 N. ELMHURST Prospect Heights

PROPERTY IS LOCATED IN THE B-1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 5-10-9

DESCRIPTION OF REQUEST: Applicant is requesting a Special Use to operate a Polish Restaurant with service of alcoholic beverages within an existing commercial retail space. The business will be owner-operated and will not include video gaming. The use is consistent with commercial uses and will not negatively impact the area. This will be a great benefit to the community.
Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES _____ NO
If yes, please describe: _____

Has the property been the subject of previous or pending administrative legislative or court action:
YES _____ NO If yes, give details: _____

The follow items MUST be submitted at time of filling:

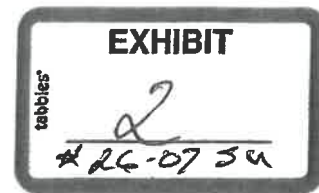
1. Application (12 copies)
2. Plat of Survey (12 copies) – must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application. (12 copies) *Note - please include one copy for file no longer than 11x17.
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only 12 copies)
5. Application Fee (cash or check made payable to: City of Prospect Heights)
6. Notice to Property Owners (1 copy) – will be supplied to you by the City of Prospect Heights.
7. List of Property Owners (1 copy) for Notice to Property Owners mailing - will be supplied to you by the City of Prospect Heights.

04.14.2026
Date:

Charles Tyerman
Signature of Applicant



Baltic House
6 North Elmhurst Road
Prospect Heights, IL
Phone: 773-934-2002
Email: izinarloch@yahoo.com



BUSINESS PLAN – BALTIC HOUSE RESTAURANT

1. Executive Summary

Baltic House will be a full-service Polish restaurant located in Prospect Heights, Illinois, offering authentic, high-quality Polish cuisine in a modern yet welcoming atmosphere. The restaurant will provide dine-in, carry-out, catering, and private event services, along with a full bar.

2. Business Concept

Traditional Polish dishes including pierogi, kotlet schabowy, ■urek, bigos, and daily specials, combined with modern presentation and hospitality.

3. Market Opportunity

The Prospect Heights area includes a strong Polish community and diverse clientele seeking authentic international cuisine and social dining experiences.

4. Services Offered

Dine-in, carry-out, catering, private events, and full bar service.

5. Hours of Operation

Monday–Thursday: 11 AM – 9 PM
Friday–Saturday: 11 AM – 12 AM
Sunday: 11 AM – 9 PM

6. Staffing Plan

Approximately 8–10 employees including kitchen staff, servers, bartenders, and management.

7. Marketing Strategy

Advertising via Polish radio, flyers, social media, branded vehicle, and local community engagement.

8. Entertainment & Atmosphere

Weekend DJ entertainment and themed events in a lively yet family-friendly environment.

9. Liquor License Request

Baltic House respectfully requests approval to serve beer, wine, and cocktails to provide a full dining experience and support business viability.

10. Community Impact

Creation of local jobs, support of the local economy, and promotion of cultural diversity.

11. Conclusion

Baltic House aims to become a recognized and respected dining destination in Prospect Heights.



Baltic House – Polish Kitchen & Bar
6 N Elmhurst Rd (*Future Home*)
Prospect Heights, IL

RE: Economic & Business Plan Overview

Dear City of Prospect Heights,

On behalf of ownership, we are pleased to present this economic and business plan overview for **Baltic House – Polish Kitchen & Bar**, a second location expanding upon the success of our established restaurant in Harwood Heights.

Concept & Expansion Strategy

Baltic House will be a full-service Polish restaurant and bar offering authentic cuisine, a full bar program, and a welcoming environment for both families and evening patrons.

This project will not require new construction or a full build-out. The existing restaurant space will be remodeled and adapted to the Baltic House concept, allowing for:

- Efficient reuse of an existing commercial property
- Minimal construction impact
- Accelerated opening timeline

Market Opportunity & Demographics

According to updated demographic data sourced from CoStar Realty Information, Inc. (2025 Estimates) for the 6 N Elmhurst Rd trade area:

- **Population:**
 - 49,614 residents within 2 miles
 - 340,452 residents within 5 miles
- **Households:**
 - 19,456 households within 2 miles
 - 133,682 households within 5 miles



- **Income Levels:**
 - Average household income: **\$136,319 (2-mile radius)**
 - Median household income: **\$111,987 (2-mile radius)**
- **Consumer Spending:**
 - **\$712.4M (2-mile radius)**
 - **\$4.6B (5-mile radius)**
 - Significant spending in **Food & Alcohol (~\$192M within 2 miles)** and **Dining/Entertainment categories**, supporting strong demand for restaurant concepts
- **Education & Stability:**
 - Approximately 50% of residents hold a bachelor's degree or higher
 - Stable population growth and household formation

These indicators reflect a **high-income, stable, and consumption-driven trade area**, ideally suited for a full-service restaurant and bar.

Additionally, the surrounding area includes a strong Polish and broader European population base, directly aligning with Baltic House's cuisine and cultural identity.

Traffic & Accessibility

The subject property benefits from strong visibility and accessibility:

- North Elmhurst Rd traffic counts: approximately **17,000 – 22,000 vehicles per day**
- Proximity to major corridors including IL Route 83 and Camp McDonald Rd

This level of exposure supports consistent customer flow and long-term business sustainability.

Daytime Employment & Demand Drivers

The surrounding area supports strong daytime and evening demand:

- 20,000+ employees within 2 miles
- 188,000+ employees within 5 miles



Key employment sectors include:

- Professional & business services
- Education & health services
- Trade and transportation

These sectors generate consistent lunch, dinner, and after-work traffic.

Target Customer Base

- Polish and Eastern European families seeking authentic cuisine
- Local residents and professionals
- Daytime workforce (lunch and after-work dining)
- Evening and weekend patrons
- Catering, private parties, and special event clientele

Services Offered

- Full-service dine-in restaurant
- Carry-out and catering services
- Full bar (beer, wine, cocktails)
- Private and special events, including family gatherings, celebrations, and community functions

Revenue Projections

Average Guest Spend:

\$20 – \$50 per person

Projected Daily Sales:

- Monday – Thursday: ~\$3,000
- Friday & Saturday: \$5,000 – \$7,000
- Sunday: \$4,000 – \$6,000



Projected Monthly Revenue:
\$85,000 – \$110,000

Projected Annual Revenue:
\$1,000,000 – \$1,500,000

These projections are based on performance at the existing Harwood Heights location and adjusted for this market. Additional revenue will be driven by private events and group dining.

Alcohol Sales Impact

Alcohol sales are projected to account for **25% – 30% of total revenue**, significantly enhancing overall profitability and contributing to local tax revenue.

Pricing Strategy

Menu pricing is projected to be **17% – 20% higher** than the current location, reflecting:

- Strong household income levels
- Market positioning
- Enhanced dining and bar experience

Pricing remains competitive within the local market.

Hours of Operation

- Monday – Thursday: 11:00 AM – 12:00 AM
- Friday & Saturday: 11:00 AM – 2:00 AM
- Sunday: 11:00 AM – 12:00 AM



Employment & Economic Impact

Baltic House is expected to employ approximately 8 - 12 staff members.

Economic contributions include:

- Job creation
- Local wage distribution
- Increased consumer activity
- Activation of an existing commercial space

Community Involvement

Ownership is committed to strong community engagement and plans to:

- Join the Wheeling / Prospect Heights Chamber of Commerce
- Participate in local events
- Host Chamber networking events and gatherings
- Provide space for private and community events

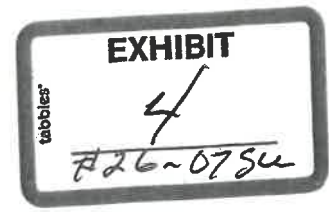
Conclusion

Baltic House is a proven, scalable restaurant concept supported by strong demographics, high consumer spending, and excellent location fundamentals. With minimal redevelopment requirements and clear market demand, the restaurant is well-positioned for long-term success.

This project represents a **low-impact, high-value addition** to Prospect Heights—enhancing the local economy, supporting job creation, and contributing to the vitality of the Elmhurst Road corridor.

We respectfully request your consideration and support.

Sincerely,
Baltic House Ownership



Baltic House – Polish Kitchen & Bar
6 N Elmhurst Rd (*Future Home*)
Prospect Heights, IL

ECONOMIC IMPACT SUMMARY

Project Overview

Baltic House – Polish Kitchen & Bar is a proven full-service restaurant expanding into Prospect Heights as a second location. The project involves remodeling an existing restaurant space, allowing for efficient activation with minimal construction impact.

Annual Revenue Impact

- **Projected Annual Sales:** \$1,000,000 – \$1,500,000
- **Monthly Sales:** \$85,000 – \$110,000
- **Average Guest Spend:** \$20 – \$50

Revenue is supported by strong weekday dining, high-volume weekends, and additional income from private events and group bookings.

Estimated Tax Revenue Contribution

Sales Tax Generation (~10% combined rate)

- **Estimated Annual Sales Tax:** \$100,000 – \$150,000

Alcohol Sales Contribution

- Represents **25% – 30% of total revenue**
- **Estimated Annual Alcohol Sales:** \$250,000 – \$450,000
- Provides additional local and state liquor tax revenue



Employment & Payroll Impact

- **Estimated Employees: 8 – 12**
- **Positions: kitchen staff, servers, bartenders, management**

Estimated Annual Payroll:

- **\$350,000 – \$550,000**

This supports local employment and recirculates income within the community.

Consumer Spending & Market Support

The trade area demonstrates strong economic fundamentals:

- **\$712.4M in consumer spending within 2 miles**
- **\$4.6B within 5 miles**
- **Approximately \$192M spent on Food & Alcohol within 2 miles alone**

Source: CoStar Realty Information, Inc. (2025 Estimates)

This level of spending provides a strong foundation for sustained restaurant performance.

Traffic & Visibility

- **17,000 – 22,000 vehicles per day along Elmhurst Rd**
- **Access to major corridors including IL Route 83 and Camp McDonald Rd**

Source: CoStar Realty Information, Inc.

This visibility supports consistent customer flow and brand exposure.



Employment Base & Daytime Demand

- **20,000+ employees within 2 miles**
- **188,000+ employees within 5 miles**

Key sectors include professional services, healthcare, and trade industries, supporting strong lunch and after-work traffic.

Source: CoStar Realty Information, Inc.

Property & Corridor Activation

- **Activates an existing commercial storefront**
- **No new construction required**
- **Enhances the Elmhurst Rd commercial corridor**
- **Increases foot traffic benefiting neighboring businesses**
- **Extends activity into evening and weekend hours**

Community & Business Engagement

Ownership is committed to local integration:

- **Joining the Wheeling / Prospect Heights Chamber of Commerce**
- **Hosting Chamber networking events and local gatherings**
- **Supporting local events and initiatives**
- **Providing space for private and special events**



Summary

Baltic House represents a **low-impact, high-return economic addition** to Prospect Heights:

- \$1M–\$1.5M in projected annual revenue
- Significant sales and liquor tax generation
- Local job creation and payroll impact
- Strong alignment with local demographics and spending patterns
- Activation of an existing commercial space
- Commitment to community involvement

This project is well-positioned to contribute to the economic vitality and continued growth of the Prospect Heights business community.

Submitted by:
Baltic House Ownership



MENU

EXHIBIT
 5
 26-0756

BALTIC SPECIALS

ZAPIEKANKA

French baguette

- ↓ Z pieczarkami i serem \$10.99
with mushrooms and melted cheese
- ↓ Z pieczarkami, serem i warzywami \$11.99
with mushrooms, cheese and vegetables
- ↓ Z pieczarkami, serem i szynką \$11.99
with mushrooms, cheese and ham

KEBAB

Pocket bread, stuffed with meat, vegetables and homemade sauce

- ↓ Kurczak / Chicken \$15.99
- ↓ Wołowina / Beef \$15.99
- ↓ Wegetariański / Vegetables \$12.99

KEBAB TALERZ

Kebab Plate

Kurczak lub wołowina, surówka, sos, frytki
Chicken or beef, vegetables, sauce and french fries

POLBOY

Grilowana kiełbasa z cebulką i ogórkiem w bułce
Grilled polish sausage with onions and pickle in european bun

PLACKI ZIEMNIACZANE

Potato pancakes

\$9.99

NALEŚNIKI

Blintzes with cheese

\$9.99

GOFR

Waffle

- ↓ Z cukrem pudrem lub dżemem \$4.99
with powdered sugar or jam
- ↓ Z bitą śmietaną \$5.50
with homemade whipped cream
- ↓ Z śmietaną i owocami \$6.50
with homemade whipped cream and fruits

RURKA Z BITĄ ŚMIETANĄ

Waffle roll

\$2.49

Stuffed with homemade whipped cream

GORĄCE DANIA / HOT DISHES

(comes with two sides)

KOTLET SCHABOWY

Traditional breaded pork cutlet with mushrooms

\$18.99

GOŁĄBKI

Cabbage parcels stuffed with meat & rice

\$17.99

KOTLET Z PIERSI KURCZAKA

Chicken breast

- ↓ Panierowany / breaded
- ↓ Grilowany / grilled

\$17.99

KARKÓWKA

Prime pork shoulder sauteed with onion

\$18.99

DORSZ

Cod fish

\$18.99

BIGOS

Hunter's stew

\$16.99

PLACEK PO WĘGIERSKU

(no sides)

Hungarian potato pancake with beef goulash

\$18.99

POLSKI TALERZ

Polish Plate (no sides)

Gołąbek, kiełbasa z grila, kapusta zasmażana, pierogi
Stuffed cabbage, polish sausage, sauteed cabbage, pierogis

\$17.99

GULASZ

Goulash stew with beef, onions and vegetables

\$18.99

KIEŁBASA

(no sides)

Grilled polish sausage with onion

\$11.99



MENU

PIEROGI / PIEROGIS

(served broiled or fried)

PIEROGI		PYZY Z MIĘSEM	\$13.99
Mała porcja / Small (6 pcs.)	\$7.49	Potato dumplings stuffed with meat	
Duża porcja / Large (12 pcs.)	\$13.99		
↓ Ruskie / Potato and cheese		↓ Z słodkim serem / Sweet cheese	
↓ Z mięsem / Meat		↓ Z truskawkami / Strawberries	
↓ Z kapustą i grzybami / Kraut and mushrooms		↓ Z jagodami / Blueberries	

SALATKI / SALADS

SALATA BALTIC	\$10.99	GRECKA SALATA	\$10.99
Baltic salad		Greek salad	
Sałata lodowa, kukurydza, pomidor, ogórek, papryka, ser feta, smażone pestki dyni, sos ziołowy <i>Ceberg lettuce, corn, tomatoes, cucumbers, peppers, feta cheese, toasted pumpkin seeds, homemade dressing</i>		Sałata lodowa, pomidor, cebula, ogórek, papryka, oliwki, ser feta, oregano, sos <i>Iceberg lettuce, tomatoes, onions, cucumbers, peppers, black olives, feta cheese, oregano, homemade dressing</i>	
SALATA GYROS	\$13.99	SALATA Z TUŃCZYKIEM	\$13.99
Gyros salad		Tuna salad	
Kapusta pekińska, kurczak w przyprawie gyros, ogórek konserwowy, cebula, kukurydza, sos <i>Lettuce, chicken, pickles, onions, corn, homemade dressing</i>		Sałata lodowa, pomidor, cebula, ogórek, jajko gotowane, tuńczyk, sos <i>Iceberg lettuce, tomatoes, onions, pickle, boiled egg, tuna, homemade dressing</i>	

ZUPY / SOUPS

ROSÓŁ	\$4.49	BARSZCZ CZERWONY	\$5.49
Chicken Soup		z krokietem lub uszkami	
ZUPA DNIA	\$5.49	Red borsch	
Soup of the day		with polish croquet or dumplings	

DODATKI / SIDES

RYŻ	\$2.99	MIZERIA	\$2.99
Rice		Cucumber salad	
FRYTKI	\$2.99	KAPUSTA ZASMAŻANA	\$2.99
French fries		Sauteed cabbage	
ZIEMNIAKI TŁUCZONE	\$2.99	BURACZKI ZASMAŻANE	\$2.99
Mashed potatoes		Sauteed beets	
ZIEMNIAKI PIECZONE	\$2.99	SURÓWKA	
Sauteed potatoes		Z KISZONEJ KAPUSTY	\$2.99
COLESLAW	\$2.99	Sauerkraut	

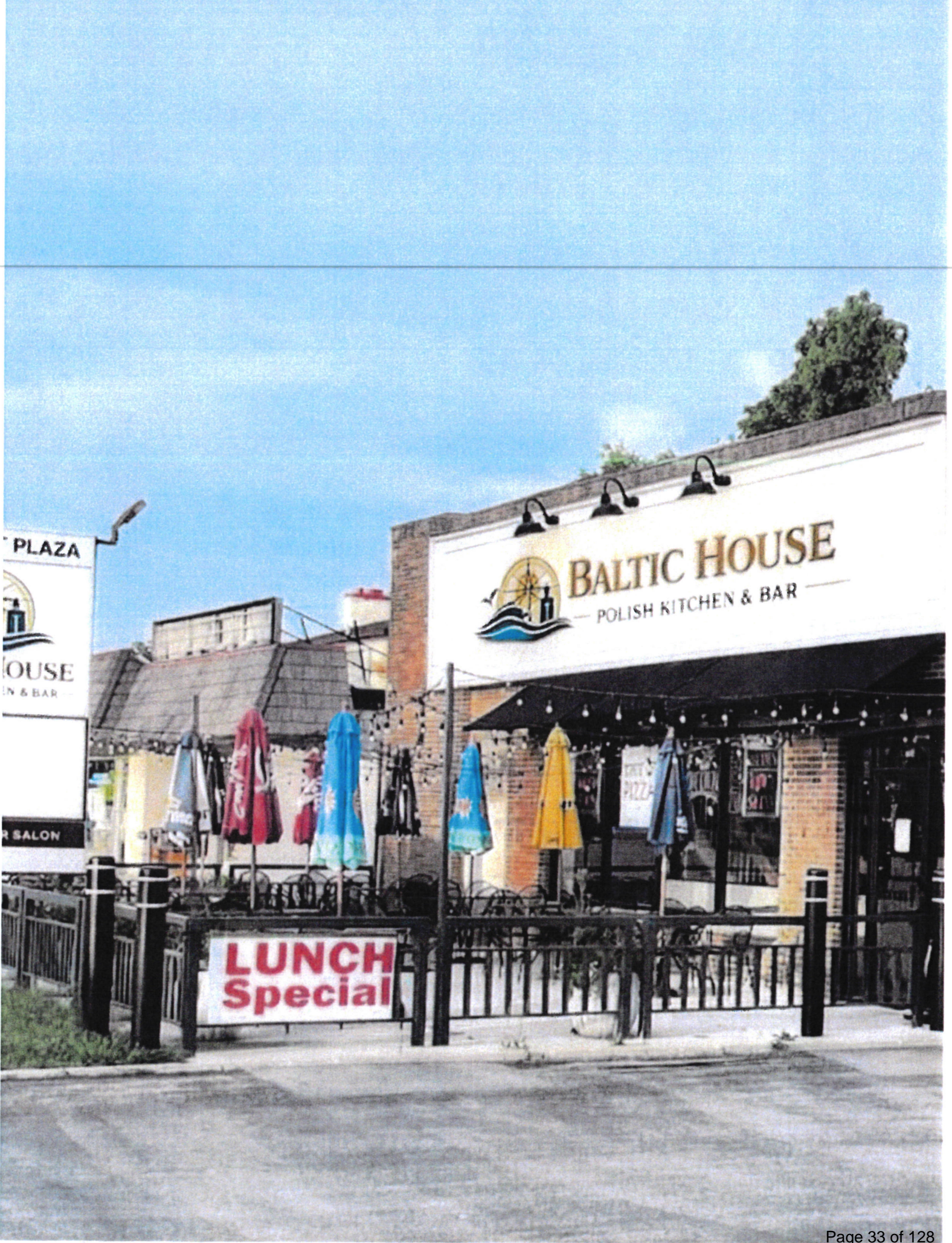
NAPOJE / DRINKS

KOMPOT / Compote	\$2.75	SODA PUSZKA / Soda can	\$2.50
HERBATA / Tea	\$2.99	SODA BUTELKA / Soda bottle	\$3.50
KAWA / Coffee	\$2.99		



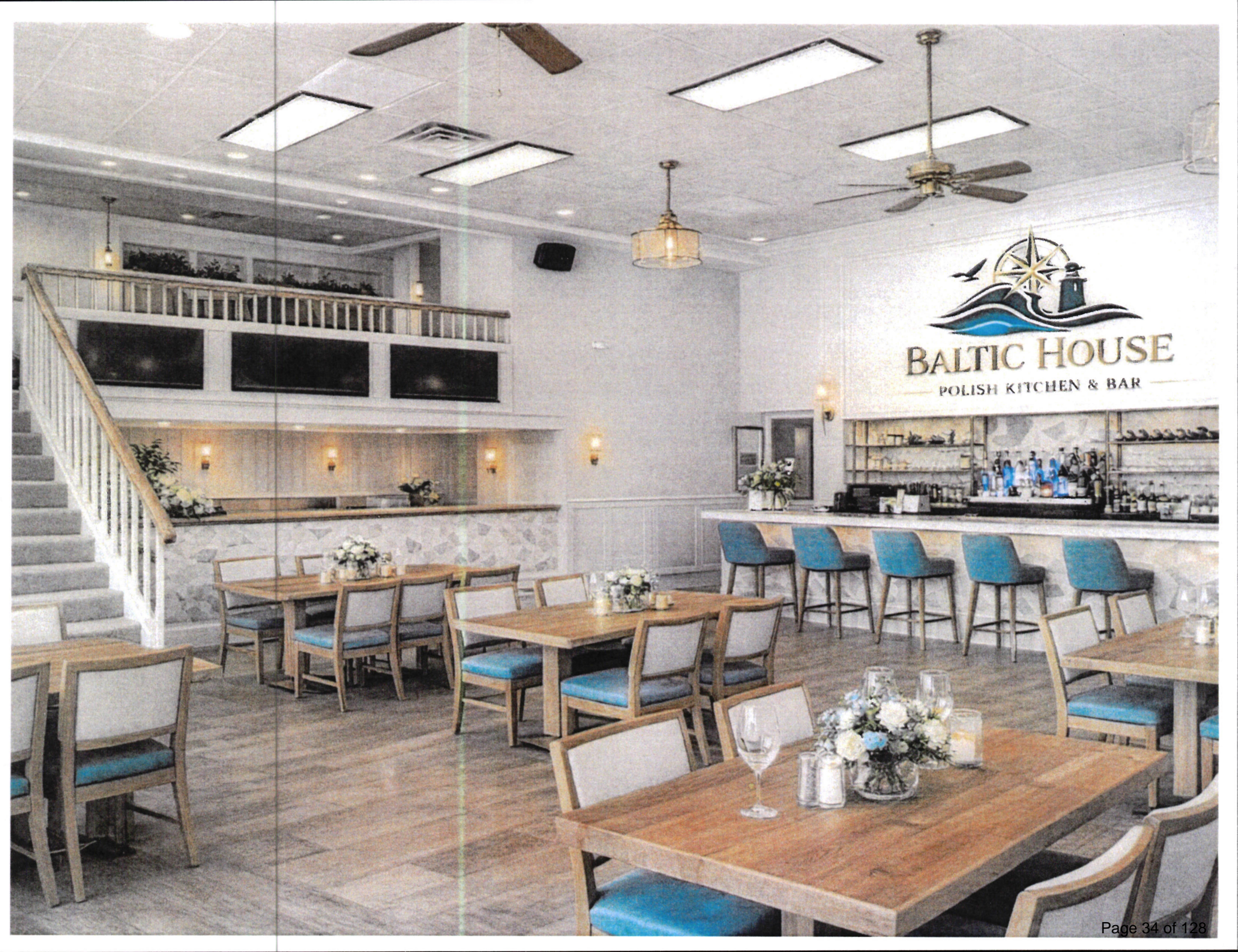
BALTIC HOUSE

— POLISH KITCHEN & BAR —





BALTIC HOUSE
POLISH KITCHEN & BAR







Zoning Review

Date: May 19, 2026
Reviewer: Daniel A. Peterson, Director of Building & Development
Applicant: City of Prospect Heights
Subject Property: 6 N. Elmhurst Rd. Unit D, Prospect Heights, IL 60070
Application: ZBA 26-02 SU
Special Use Permit for Sit Down Restaurant in the B-1 Retail District
District
Project: Baltic House Polish Restaurant

Documents Reviewed:

- A. Application prepared by Izabela Tylman and Piotr Tylman, applicants
- B. Plat of Survey prepared by Manuel E. Palma, PE, PLS, Inc. dated January 23, 2022
- C. Letter of Conformance with Standards
- D. Business Plan prepared by applicants

Applicable Zoning Code Sections: Special Uses: 5-10-9, 5-7-2 C

Current Zoning: B-1
Proposed: B-1

Current Use: Vacant Retail Space
Proposed: Sit Down Restaurant with Outdoor Dining – Baltic House Polish Kitchen & Bar

Unit Area ±: 2,725 sq. ft. + Patio 1,010 sf. ft.

Parking: **Required for Existing Uses**
Total Required for all uses on property = 55 spaces (52 regular and 3 accessible)
On-site Parking = 23 (22 regular and 1 accessible)
Shared Parking = 20 (18 regular and 2 accessible)
Variance O-22-05: Grants relief for 5 parking spaces
Deficit = 7 spaces
*Existing shared parking agreement with the City of Prospect Heights.

5-10-9: SPECIAL USES:

A. Authorization: The locations, construction, extension, or structural alteration of any use for which a special use permit is required pursuant to the provisions of this title may be authorized by a permit issued

by the corporate authorities, subject to the standards set forth herein, and such conditions as may be imposed pursuant to this chapter. Prior to such authorization, a public hearing shall be held and a published notice shall be given, in the manner prescribed for amendments by this title.

B. Application For Special Use: Any person owning or having interest in the subject property may file an application to use such land for one or more of the special uses provided for in this title in the zoning district in which the land is situated.

Response: The applicant, Izabela and Piotr Tylman, are proposing to operate a sit down Polish restaurant, Baltic House Polich Kitchen & Bar, in the previous Pizza Pavia restaurant space. Pizza Pavia has relocated within the shopping center.

C. Notice Of Hearing: The same procedure for notice of hearing as required for variations (subsection 5-10-8D of this chapter) shall be followed for special use. (Ord. 0-77-27, 7-18-1977)

Response: Notice was published and has met the notice requirements.

D. Notice To Property Owners: The petitioner for a special use permit shall notify all property owners within three hundred fifty feet (350'), excluding public land and rights of way, but in no event more than four hundred fifty feet (450'), in each direction of the petitioner's property lines, by certified mail or individual notice executed by said property owners, of the date, hour and location of the public hearing and the special use requested. Such notice shall be in the same form as the published public notice and shall be mailed or delivered and executed not less than fifteen (15) and not more than thirty (30) days prior to the date of the public hearing. The owners to be notified are such persons or entities which appear in the authentic tax records of Cook County. Proof of notification shall be submitted by the petitioner to the plan/zoning board of appeals no later than the day of the public hearing. (Ord. 0-06-35, 8-21-2006)

Response: Notice has been mailed to the property owners with three hundred fifty (350') of the subject property as required.

E. Standards: No special use shall be recommended by the plan/zoning board of appeals unless said board shall find: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Response: Standard has been met. Restaurants are a permitted use in the B-1 Retail Business District and will not be unreasonably detrimental to or endanger the public health safety, morals, comfort or general welfare. Review the proposed business plan presented by the applicant.

2. That the special use will not be injurious to the use and enjoyment of other property in the community for the purposes already permitted, nor diminish and impair property values within the community.

Response: The special use for a sit down restaurant with outdoor dining is consistent with similar restaurants in the B-1 District and City and will not diminish or impair property values with the community.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Response: The proposed special use is consistent with previous special uses for restaurants and will not impede the orderly development and improvement of surrounding property.

4. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Response: The special use is for an existing restaurant space and all improvements are currently provided. The business hours will be consistent with other restaurants within the city.

5. That adequate measures have been or will be taken to provide ingress or egress so designed to minimize traffic congestion in the public streets. (Ord. 0-77-27, 7-18-1977)

Response: The existing variation granted per O-22-05 and the shared parking agreement with the City of Prospect Heights and parking agreement with the owner of 4 N. Elmhurst will accommodate the proposed parking needs.

6. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the plan/zoning board of appeals. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

Response: The special use application will benefit from the existing patio.

7. That the area described in the petition does not lie wholly or partly in floodplain, as defined by the flood control ordinances of the city; or, if it does lie wholly or partly within the floodplain, that adequate provisions for storage, runoff control and floodwater retention, as appropriate, have been made.

Response: The property does not lie within a floodplain.

F. Conditions And Standards: Prior to granting any special use, the board may recommend, and the city council shall stipulate, such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein, or as may be from time to time required. (Ord. 0-77-27, 7-18-1977)

Response: **Staff recommend the following conditions:**
A. Any DJ or entertainment must cease by 10:00 pm. In compliance with the city noise ordinance
B. Must provide an enclosed trash enclosure/coral.

Conclusion:

The project sit down restaurant is a desired use in the B-1 District at this location. The use will have minimal impact on the existing uses both on the property and adjacent to the property. The applicant has a long successful history operating a Polish restaurant. This will be the second restaurant and will be a full service sit down establishment.

Subject Property:

6 N. Elmhurst Rd

Unit A – Pizza Pavia: Hours S-S 11:00 am – 10:00 pm (Primarily take-out/delivery)

Unit C – Scruples Hair Salon: Hours Tuesday – Saturday 9:00 – 5:00 pm:

Unit D – Baltic House Restaurant: Hours Sunday – Thursday 11:00 – 9:00 pm, Friday/Saturday 11:00 am – 2:00 am

Abutting Properties:

South:

4 N. Elmhurst Road

Unit A - State Farm Insurance: Hours M-F 8:00 am – 5:00 pm

Unit B – Knight Game Armory

Unit C – Turbo Toyz: Hours T-F 1:00 pm – 6:00 pm, Sat 12:00 pm – 5 pm, Sunday 12:00 pm – 4:00 pm

North:

8 N Elmhurst Rd.

City of Prospect Heights City Hall: Hours M-F 8:30 am – 5:00 pm

West:

6 W. Camp McDonald Rd.

Single Family Residential

The parking variation is primarily the result of the parking required for the additional needs of the patio area. However, due to current conditions, seasonal usage of the patio and the parking agreement with the City parking impact should be minimal.

The City Council will consider all applications for liquor licenses.

Staff concurs with the requested special use and variations.

From: izabela.narloch
To: [Pat Ludvigsen](mailto:Pat.Ludvigsen)
Cc: [Lloyd Austin](mailto:Lloyd.Austin)
Subject: Liquor License Application
Date: Thursday, May 28, 2026 8:13:53 AM

***** THIS IS AN EXTERNAL EMAIL, PLEASE EXERCISE CAUTION WITH LINKS *****

Dear Mayor,

We are submitting our application for a Class A Liquor License for Baltic House located at 6 N Elmhurst Road, Prospect Heights.

We are requesting a Class A license because our business is a full-service restaurant where alcoholic beverages will be served for on-premises consumption alongside food service. This license classification best matches our intended operations, including regular restaurant dining, private events, and weekend entertainment.

Baltic House is designed to be a welcoming family-style restaurant and community gathering place offering Polish and European cuisine, with responsible alcohol service during approved business hours.

Thank you for your time and consideration. We appreciate the opportunity to become part of the Prospect Heights community.

Sincerely,
Izabela Tylman
Baltic House LLC
6 N Elmhurst Road
Prospect Heights, IL

[REDACTED]

ORDINANCE NO. O-26-13
An Ordinance Amending Title 2
of the Prospect Heights City Code
(Liquor Licenses)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS as follows:

Section 1. That Title 2, Chapter 3, Section 9, “Licenses: Classes, Fees, Limitations on Number and Hours of Operation,” of the Prospect Heights City Code, as amended, is hereby further amended by deleting the following strikethrough text and adding the following underlined text to read as follows:

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
A On premises full liquor	\$3,700.00	§ <u>2</u>	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	12:00 noon to 2:00 A.M. following

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and APPROVED this 22nd day of June, 2026

ATTEST:

Patrick Ludvigsen, Mayor

City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Current Liquor Licenses 6-22-2026

Class Of License	Annual Fee	# of Licenses	Establishment	Monday - Thursday	Friday	Saturday	Sunday
A On premises full liquor * Retail sale to hotel guests	\$3,700.00	8 9	Atlantis Banquets Hilton Hotel* Player's Pub & Grill Union Ale House El Paisa Alegre Taco Maya (P) Bar Salotto Pizza Pavia Baltic House	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	12:00 noon to 2:00 A.M. following
A-1 On premises full liquor	\$1,850.00	0	None	12:00 noon to 12:00 midnight everyday			
A-2 On premises full liquor	\$4,950.00	1	Rocky Vanders	8:00 A.M. to 4:00 A.M. Monday through Saturday		12:00 noon to 4:00 A.M. following	
A-3 On premises full liquor	\$4,500.00	1	House of Music and Entertainment	8:00 A.M. to 3:00 A.M. following	8:00 A.M. to 4:00 A.M. Saturday	8:00 A.M. to 4:00 A.M. Sunday	12:00 noon to 3:00 A.M. following
B Retail sale of full liquor	\$2,500.00	8	Aldi Coachlite Liquors Palwaukee Liquors S&G Food & Liquors Conv. Food & Beer Garfield's Armanetti Deli-4-You	8:00 A.M. to 12:00 midnight everyday			
B-1 Retail sale of beer / wine	\$2,200.00	2	Mobil (Rebel) Thornton's	7:00 A.M. to 12:00 midnight everyday			
B-2 Retail sale of beer / wine	\$2,500.00	1	Walgreens	8:00 A.M. to 2:00 A.M. Monday through Saturday		12:00 noon to 2:00 A.M. following	
B-3 Retail sale of beer / wine	\$2,500.00	1	Tony's Finer Foods	7:00 A.M. to 12:00 midnight everyday			
C On premises full liquor	\$3,700.00	3	Naomi Sushi Gabin Café Lola's Pizza Palace	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	12:00 noon to 2:00 A.M. following
C-1 On premises beer / wine	\$1,850.00	4	Monica's Restaurant Seoul Billiards Fry the Coop Lily's Taste	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	12:00 noon to 2:00 A.M. following
C-3 On premises beer / wine	\$1,850.00	4	Penny's Elsie's Stella's Eggcelence	8:00 A.M. to 12:00 midnight	8:00 A.M. to 1:00 A.M. Saturday	8:00 A.M. to 1:00 A.M. Sunday	8:00 A.M. to 12:00 midnight following
D On premises full liquor	0.00	1	River Trails Park District	8:00 A.M. to 2:00 A.M. following	8:00 A.M. to 3:00 A.M. Saturday	8:00 A.M. to 3:00 A.M. Sunday	11:00 A.M. to 2:00 A.M. following
Daily	\$55.00 fee plus		\$100 to \$1,000 deposit ²				
SB	\$500.00	3	Rocky Vanders Union Ale House Bar Salotto				9:00 A.M. to 12:00 noon
P Packaged Drink add on	\$100.00	# of licenses		Same hours as primary license			



To: Mayor Ludvigsen and City Council

From: Peter P. Falcone, City Administrator

Subject: Resolution Extending the Residential and Commercial Solid Waste, Recycling, And Landscape Collection Service Contracts with Flood Brothers Disposal & Recycling Services

Date: June 3, 2026

Background:

The City's current contract with Flood Brothers for solid waste and recycling collection is scheduled to expire on June 30, 2026. The contract has a clause providing the option for up to three 1-year extensions by the City.

The contracts will remain unchanged except for the new end date of June 30, 2027 and the zero percent increase for residential and 3% for commercial.

Analysis:

With a 0 percent increase for residential services and a 3% increase for commercial services, it has been determined to be in the best interest of the City to utilize one of the City's options for a one-year extension.

Recommendation:

Approve Resolution R-26-23 to extend the current waste collection contract with Flood Brothers for one year to expire on June 30, 2027.

RESOLUTION NO. R-26-23

A RESOLUTION EXTENDING THE RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING, AND LANDSCAPE COLLECTION SERVICE CONTRACTS WITH FLOOD BROTHERS DISPOSAL & RECYCLING SERVICES

WHEREAS, the CITY OF PROSPECT HEIGHTS ("the City") and FLOOD BROTHERS DISPOSAL & RECYCLING SERVICES ("Flood Brothers") have agreed to extend the current contracts for residential and commercial solid waste, recycling, and landscape collection services for one year, and

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. This resolution hereby assigns the residential and commercial solid waste, recycling, and landscape collection services to "Flood Brothers".

Section 2. This assignment commences on July 1, 2026 and ends on June 30, 2027 unless said Agreement is terminated at an earlier date as set forth in Article X of the residential contract or Article IX of the commercial contract.

Section 3. The City has the option to extend or renew the Agreement for two (2) additional one-year periods.

Section 4. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED AND APPROVED this 8th day of June 2026

Patrick Ludvigsen, Mayor

Attest:

City Clerk

Ayes: _____

Nays: _____

Absent: _____

City of Prospect Heights Residential Rate Schedule July 1, 2026 - June 30,2027

Description	2026-2027	SWANCC FEE	2026-2027 MONTHLY
Non-Senior w/95g Cart	\$18.52	\$10.05	\$28.57
Senior w/95g Cart	\$13.46	\$10.05	\$23.51
Townhome w/65g Cart	\$10.67	\$7.47	\$18.14
Senior Townhomes	\$8.00	\$7.47	\$15.47
Multi-Family per Unit	\$9.49	\$7.47	\$16.96
Senior Back Door	\$23.01	\$10.05	\$33.06
Back Door Waste & Recycling	\$30.69	\$10.05	\$40.74
Waste & Recycling 2x/Week	\$27.46	\$10.05	\$37.51
Senior 2x/Week	\$20.60	\$10.05	\$30.65
Backdoor 2x/Week	\$45.36	\$10.05	\$55.41
Senior Back Door 2x Week	\$34.02	\$10.05	\$44.07

City of Prospect Heights Commercial Rate Schedule

Trash July 1, 2026 - June 30, 2027						
Container Size	1X	2X	3X	4X	5X	6X
65 Gallon Toter	\$25.30	\$50.37	\$69.26	\$94.44	\$119.62	\$138.51
95 Gallon Toter	\$43.80	\$73.80	\$101.62	\$129.43	\$151.89	\$173.31
1.0 Cubic Yard Ctr	\$73.21	\$138.03	\$200.52	\$264.15	\$303.95	\$376.68
1.5 Cubic Yard Ctr	\$88.15	\$123.40	\$207.78	\$289.62	\$327.41	\$406.86
2.0 Cubic Yard Ctr	\$93.27	\$162.47	\$237.53	\$310.30	\$362.63	\$443.35
3.0 Cubic Yard Ctr	\$106.41	\$189.10	\$276.24	\$368.30	\$460.38	\$524.48
4.0 Cubic Yard Ctr	\$119.23	\$218.24	\$314.93	\$413.93	\$512.93	\$605.71
5.0 Cubic Yard Ctr	\$139.83	\$268.27	\$364.55	\$450.08	\$598.45	\$673.69
6.0 Cubic Yard Ctr	\$149.92	\$305.51	\$427.95	\$537.25	\$666.30	\$774.79
8.0 Cubic Yard Ctr	\$178.31	\$333.96	\$489.97	\$645.23	\$800.61	\$925.17
10.0 Cubic Yard Ctr	\$284.90	\$389.77	\$571.24	\$741.88	\$934.92	\$1,073.29
10 Yd less YD	\$14.98					
11 Yd & more YD	\$233.59					
Comp rental (MO)	\$295.30					
Roff off per yd	\$230.93					
Roll off Disposal	\$64.61					

City of Prospect Heights Commercial Rate Schedule

Recycle July 1, 2026 - June 30, 2027

Container Size	1X	2X	3X	4X	5X	6X
95 Gallon Toter	\$31.48	\$50.37	\$69.26	\$81.85	\$107.03	\$146.06
1.0 Cubic Yard Ctr	\$56.71	\$98.22	\$138.51	\$175.03	\$212.81	\$264.44
1.5 Cubic Yard Ctr	\$60.44	\$101.68	\$142.92	\$178.81	\$220.36	\$271.99
2.0 Cubic Yard Ctr	\$65.30	\$105.46	\$147.96	\$188.26	\$229.18	\$280.81
4.0 Cubic Yard Ctr	\$80.34	\$125.54	\$169.50	\$214.70	\$258.39	\$313.54
6.0 Cubic Yard Ctr	\$91.67	\$140.53	\$188.26	\$239.81	\$290.01	\$346.86
8.0 Cubic Yard Ctr	\$102.95	\$158.22	\$210.92	\$264.94	\$318.96	\$380.48
10.0 Cubic Yard Ctr	\$114.28	\$173.77	\$231.07	\$290.07	\$345.34	\$414.35

**RESIDENTIAL
SOLID WASTE SERVICES AGREEMENT
CITY OF PROSPECT HEIGHTS
AND
FLOOD BROTHERS DISPOSAL & RECYCLING**

DATED: May 28, 2019

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EXHIBITS

- EXHIBIT 1 - Municipal Waste System Ordinance (attached for convenience only)
- EXHIBIT 2 - Agreement with Solid Waste Agency of Northern Cook County (attached for convenience only)
- EXHIBIT 3 - Municipal Facilities
- EXHIBIT 4 - Notice of Service Modification, incorporated as part of the agreement
- EXHIBIT 5 - Insurance Provisions, incorporated as part of the agreement
- EXHIBIT 6 - Form of Performance Bond, incorporated as part of the agreement
- EXHIBIT 7 - Rate Proposal Forms, incorporated as part of the agreement
- EXHIBIT 8 - Residential Service Breakdown as part of the agreement

SOLID WASTE SERVICE AGREEMENT

This Solid Waste Service Agreement (the "Agreement") is made and entered into as of the 28th day of May, 2019 by and between Flood Brothers Disposal & Recycling (the "Contractor") and the City of Prospect Heights (the "Municipality").

PREAMBLE

WHEREAS, the Municipality wishes to contract for the waste hauling and collection services specified in this Agreement; and

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of SWANCC System Waste and Other Waste (both as defined below); and

WHEREAS, the Municipality has determined to provide municipal waste collection, transportation and disposal services for its residents; and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to contract with the Contractor to collect and transport SWANCC System Waste to SWANCC's Glenview Transfer Station (the "GTS") (or such other SWANCC facility designated by SWANCC and the Municipality); and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to contract with the Contractor to collect, transport and dispose of Other Waste pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Municipality, is willing to collect and transport all SWANCC Waste to the GTS (or such other SWANCC facility designated by SWANCC and the Municipality) and collect, transport and dispose of Other Waste pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained.

ARTICLE I
DEFINITIONS

Section 1.1 Definitions

As used in this Agreement, each of the following terms shall have the meaning set forth below:

"Act" means the Environmental Protection Act, ILCS 1993, Chapter 415, Section 5/1 et seq., as amended from time to time, and applicable rules and regulations promulgated there under.

"Agreement" means this Agreement, dated May 28, 2019 by and between the Municipality and the Contractor, as amended from time to time.

"Breach" means one of the items described in Sections 11.1 or 11.2.

"Bulk Items" means items including, but not limited to, pianos, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures.

"Change in Law" means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Agreement and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Agreement is executed.

"Contractor" means Flood Brothers Disposal and Recycling and its successors and assignees.

"Event of Default" has the meaning specified in Sections 10.3 and 10.4.

"GTS" means the Glenview Transfer Station constructed by SWANCC and located at Three Providence in Glenview, Illinois 60025.

"Landscape Waste" means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs less than six (6) inches in diameter and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

"Municipal Facilities" means those municipally-owned or municipally-affiliated facilities set forth on Exhibit 3, as such list may be modified from time to time by mutual agreement between the Contractor and the Municipality.

"Municipality" means City of Prospect Heights, a SWANCC Member Municipality.

"Other Waste" means Landscape Waste, Recyclable Materials, and any other materials designated by the Municipality for collection, provided that such materials are not SWANCC System Waste.

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags): corrugated cardboard, # 1 PETE plastic containers and #2 HPDE plastic containers, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Municipality and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement.

"Services" means the specified waste hauling, collection and disposal services to be provided by the Contractor, at the direction and on behalf of the Municipality, pursuant to Section 2.1.

"State" means the State of Illinois.

"SWANCC" means the Solid Waste Agency of Northern Cook County.

"SWANCC System Waste" shall mean System Waste as defined in Title 3, Chapter 9, Article A of the Prospect Heights City Code as amended, except for Other Waste.

"Subcontractor" means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

"White Goods" means White Goods as defined in Section 5/22.28 of the Act.

ARTICLE II **SCOPE OF SERVICES**

Section 2.1 Services Provided to Municipality

The Contractor shall provide the following solid waste hauling and collection services:

- A. Collection and transportation of SWANCC System Waste to the GTS,
- B. Collection, transportation and disposal of Other Waste, as provided in this Agreement,
- C. Collection and transportation of all municipal and houses of worships' solid waste,
- D. Provision of two (2) 95-gallon, 65-gallon, or 35-gallon two-wheeled cart per single-family or townhome residential household.
- E. Invoicing and Collection from customers and subsequent transfer to Municipality of Solid Waste Disposal Fees set by applicable ordinance.

Section 2.2 Modification of Required Services

The Municipality reserves the right to modify or adjust the scope of Services provided under this Agreement, upon one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written notice ("Notice of Service Modification", the form of which is attached and incorporated as Exhibit 4) to the Contractor: (i) in the event that Landscape Waste (or any component of SWANCC System Waste) is directed to be delivered to a facility other than GTS; (ii) to accommodate changes in the definition of SWANCC System Waste; or (iii) to accommodate the Municipality's decision to implement an alternative form or type of Service to be provided by the Contractor, pursuant to Section 4.4 or (iv) any other change in Service as mutually agreed to by the Municipality and the Contractor. The Municipality and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any such modification or adjustment in the Services provided under this Agreement.

ARTICLE III
TERM OF AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Solid Waste Services Agreement shall commence on July 1, 2019 and end on June 30, 2026. Upon the Municipality's sole option, this Solid Waste Services Agreement can be extended up to three (3) additional one-year extensions.

ARTICLE IV
WASTE COLLECTION AND DISPOSAL

Section 4.1 Description of Waste to be Collected

A. SWANCC System Waste

Materials to be collected by the Contractor in accordance with the schedule prepared in accordance with Section 4.2 and transported to the GTS shall include all residential waste generated within the corporate limits of the Municipality.

B. Other Waste

Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with Section 4.2, and transported, as provided in Section 4.3, shall include the following:

1. Bulk Items as provided in Article VII.
2. Landscape Waste, as provided in Article VIII.
3. Recyclable Materials as provided in Article IX.
4. Any and all waste generated as a result of construction, demolition or cleanup projects requiring roll-off service.

Section 4.2 Schedule and Location of Collection

A. Single-Family and Townhome Residences

1. All SWANCC System Waste and Other Waste to be collected once per week and shall be collected in accordance with the schedule prepared by the Municipality, after consultation with the Contractor. Such schedule shall, among other items, establish the day or days of each week, and the times during each such day or days, which all Waste is to be collected.
2. Resident shall place waste containers at the curb in front or in the alley behind each household and be made accessible to standard garbage collection and recycling trucks.
3. Optional Back Door Collection (containers picked up at the customer's back door).
4. The Contractor will purchase, distribute and maintain one (1) 95-gallon two-wheeled cart for each single-family household for the collection of solid waste.
5. The Contractor will purchase, distribute and maintain one (1) 65-gallon two-wheeled cart for each townhome for the collection of solid waste
6. Each single-family home and townhome will have the right to request a different size two-wheeled cart (95-gallon, 65-gallon or 35-gallon) once during the first 90-days of the contract and the Contractor will deliver the requested size and pick-up the original sized two-wheeled cart at no cost. After the 90-day term, the resident will be charged \$10 for each request for a different size container.
7. Vacation Stop: Households may request a temporary termination of the collection of solid waste and recycling. The termination must be for at least 30 days. The Contractor shall not bill the household for the services under this contract for the term of the temporary termination.

B. Multi-Family Residences

All multi-family residential units shall be collected by the Contractor in accordance with the service levels outlined in multi-family service levels set forth on Exhibit 8, attached and incorporated into this agreement. These services may change from time to time in order to provide optimal solid waste and recycling services.

Contractor shall furnish normal collection and disposal service for all Village owned buildings, designated street litter baskets, houses of worship, without any compensation therefore.

Section 4.3 Disposal of Waste

A. SWANCC System Waste

The Contractor shall transport for processing all SWANCC System Waste collected pursuant to this Agreement to the GTS unless otherwise directed by the Municipality and SWANCC. SWANCC System Waste shall not be commingled by the Contractor with any other waste.

B. Other Waste

1. Recyclable Materials shall be collected and transported, with an intermediate diversion(s) for processing permitted, in accordance with the requirements of Article X.
2. White Goods shall be transported to permitted sites for disposal in accordance with applicable laws.

Section 4.4 Service Alternatives

The Municipality reserves the right to require the Contractor to implement a service alternative during the term of this Agreement. Any changes in Service will begin on the first day of a month and will be in effect for a minimum of at least twelve (12) months. The Municipality will give the Contractor one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written Notice of any Service Modification intended to implement any such service alternative. Any changes to the cost of services outlined in Section 5.1 (B) must be agreed to by both the Contractor and the Municipality before the service alternative can be implemented.

Section 4.5 Waste Collection Data

The Contractor shall provide to the Municipality, at least once per calendar quarter, a report on the quantity of all waste collected within the Municipality. The report shall contain a breakdown of the types of waste collected including SWANCC system waste, bulk items, white goods, landscape waste and recyclable materials, and shall be further detailed by the origin of the waste collected. The Municipality shall approve the reporting format in advance.

Section 4.6 General Operating Requirements

- A. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Municipality, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- B. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.
- C. The Contractor shall, in a manner consistent with applicable Law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. The Contractor shall provide the Municipality with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration.

D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.

E. The Contractor shall take all reasonable actions to avoid damage, as a result of its and any Subcontractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Municipality and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor or its Subcontractors' operations. The Contractor shall also leave all property described in the preceding sentence in a clean and sightly condition.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by Jaw, in sufficient number to provide the Services specified under this Agreement.

Section 4.7 Service Coordinators

The Municipality shall provide the Contractor with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's service coordinator. The Contractor shall provide the Municipality with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Agency's service coordinator. The Municipality or the Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

ARTICLE V **COMPENSATION**

Section 5.1 Base Compensation

A. Amounts charged in subsection 5.1 B, below, shall include the following on behalf of the Municipality

1. Collection and transportation of SWANCC System Waste to the GTS,
2. Collection, transportation and disposal of Other Waste, as provided in this Agreement,
3. Collection and transportation of all Municipal Facilities' solid waste, which locations are set forth on Exhibit 3,
4. Providing two (2) 95-gallon, 65-gallon or 35-gallon two-wheeled cart per single family and townhome household,
5. Quarterly billing of all single family residential units, and
6. Monthly billing of townhome and multi-family residential units.

B. The first year (commencing July 1, 2019) monthly rates will be the rates listed in the price sheet attached and incorporated as Exhibit 7 for the following services.

1. Single-Family and Townhome Collections
 - a. Refuse Collection
 - b. Recycling Collection
 - c. Yard Waste Collection (single family only)
 - d. Back Door/Containerized Collection
 - e. Twice Per Week Collection

2. Multi-family Containerized Collections
 - a. Refuse Collection
 - b. Recycling Collection

3. Municipal Facilities: there shall be no charge for these services.

Section 5.2 Compensation Adjustment

A. Single-Family, Multi-Family and Townhome Rates

1. Rates identified in Exhibit 7 will be increased annually at the rate equal to the change in the Consumer Price Index (CPI-U) for Chicago-Kenosha- Gary for the 12 previous months (May through April). In no event, however, shall the annual adjustment be less than 1.5% or more than 3.5%.

Section 5.3 Senior Discount

Single-family and townhome customers aged 65 years and older shall receive a discount of 25% off the pricing set forth on Exhibit 7, excluding White Goods Collection and Disposal and Extra Cart Rental. Contractor acknowledges and agrees that the Rob Roy developments are townhomes and customers in the Rob Roy Developments aged 65 years and older shall be eligible for the senior discount.

ARTICLE VI
TITLE TO WASTE

Section 6.1 Title to Waste

The Contractor shall transfer all SWANCC Waste to the GTS (or such other SWANCC or Non-SWANCC facility designated by the Municipality). The Contractor shall also transfer all Non-SWANCC Waste to a facility or facilities mutually agreed upon by the Municipality and the Contractor. Legal title to SWANCC Waste and Non-SWANCC Waste shall vest with the Contractor upon Contractor's collection of same.

ARTICLE VII
BULK ITEMS, WHITE GOODS AND EMERGENCY SERVICE

Section 7.1 Bulk Items Collection Service

The Contractor shall furnish a Bulk Items collection service to collect and dispose of all discarded materials, which are too large and bulky to be handled by packer-type equipment. All Bulk Items shall be placed at curbside by a resident for collection on the Bulk Item collection day, provided a call has been made to the Contractor by the resident notifying the Contractor of the Bulk Item collection. There shall be no additional charge for these collections.

Section 7.2 White Goods Collection Service

White Goods as defined in Section 22.28 of the Illinois Environmental Protection Act shall be collected and disposed of as required by law. The charge for each White Good is listed in Exhibit 7.

Section 7.3 Emergency Pick-Up Service

The Contractor shall, upon receipt of notice from the Municipality, provide any home in the community a special emergency pick-up service for garbage, rubbish and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste material and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. Any such special emergency pick-up service shall be completed on or before the next business day after the day of notification and no charge shall be made to the Municipality for this service. This provision does not and is not intended to provide free garbage service to the Municipality and its residents in the event of a natural disaster, such as windstorm, tornado, flooding, ice storm or other similar occurrence. Notwithstanding anything to the contrary herein, Contractor, during any year of this Agreement, shall not be required to pick-up, in aggregate, more than ten truckloads (50 compacted cubic yards) of Solid Waste pursuant to this provision.

ARTICLE VIII
LANDSCAPE WASTE

Section 8.1 Landscape Waste Collection Service

A. Landscape Waste shall be collected from single-family customers or single-family and multi-family customers from March 15 through December 15 of each year, in accordance with the schedule provided in Section 4.2. The Municipality, at its sole option, may require the Contractor to extend the collection of Landscape Waste until December 31.

1. Containers to be used for the collection of Landscape Waste shall be thirty (30) gallon, two (2) ply kraft paper bags, a container that has a large "X" placed on the container in clear view, or a Contractor provided cart. Contractor shall provide a single 95g cart at no charge, upon request, to any single family resident for the collection of Landscape Waste.
2. The Contractor shall collect all Landscape Waste that has been placed in kraft paper bags or other marked container meeting the above specifications, providing the bags do not exceed a weight of fifty (50) pounds per bag. The Contractor shall not be required to collect Landscape Waste containers that exceed the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.
3. The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than four (4) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than six (6) inches in diameter and are tied with a material that would be acceptable at any composting facility.
4. The Contractor shall not be required to collect branches or logs exceeding six inches in diameter.
5. There shall be no limit to the quantity of Landscape Waste that residents may set out for collection; provided that, in the event that a disaster or other emergency is declared by a government official or officials, with appropriate jurisdiction, the Contractor shall be paid additional compensation, as equitably determined by the Municipality and the Contractor, for any extraordinary amounts of Landscape Waste which are required to be collected. All Landscape Waste materials set out for collection shall be picked up at one time.
6. If a resident fails to properly prepare Landscape Waste as described above, the Contractor shall mark the material with a sticker describing why the material was not collected. All stickers and written information are subject to approval of the Municipality.
7. Christmas trees will be collected the first three weeks in January.

ARTICLE IX
RECYCLABLE MATERIALS

Section 9.1 Recyclable Materials Collection Service

- A. Single-family and Townhome Customers
 1. Recyclable Materials shall be collected during the term of this Agreement on the same day as the solid waste and landscape waste is collected from the household. Recyclable Materials do not need to be segregated.
 2. The Contractor will purchase, distribute and maintain one (1) 65-gallon two-wheeled cart for each single-family household for the collection of recyclable material.

3. The Contractor will purchase, distribute and maintain one (1) 35-gallon two-wheeled cart for each townhome for the collection of recyclable material.
4. Each single-family household and townhome will have the right to request a different size two-wheeled cart (95-gallon, 65-gallon or 35-gallon) once during the first 90-days of the contract and the Contractor will deliver the requested size and pick-up the original sized two-wheeled cart at no cost. After the 90-day term, the resident will be charged \$10 for each request for a different size container. However, there shall be no charge to upgrade to a larger size recycling cart.
5. Upon the mutual agreement of the Contractor and the Municipality, additional materials may be added to the list of Recyclable Materials set forth in Article I.
6. The Contractor shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated unless advance authorization to do so is given in writing by the corporate authorities of the Municipality.
7. The Contractor shall provide a quarterly accounting statement to the Municipality detailing the amount, in pounds, of Recyclable Materials collected, the current selling price of such Recyclable Materials, set-out rates and participation rates. The format of this statement shall be subject to the approval of the Municipality. Such statement shall be issued to the Municipality by the twenty-fifth (25th) day of the month following the end of each quarter.
8. The Contractor shall sell all Recyclable Materials it collects under this Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material. The Municipality may, in its reasonable discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon notification of such market change and after consultation with the Contractor.
9. The Contractor shall be required to implement a sticker system for any materials placed in recycling containers that are not collected. The sticker should identify why such materials were not collected as Recyclable Materials. The Contractor shall provide an example of the sticker system to the Municipality for advance approval.
10. The Contractor shall provide once per week collection of Recyclable Materials at the Municipal Facilities.

B. Multi-family Customers

1. The Contractor shall provide specially painted and marked containers for Recyclable Materials in multi-family buildings. Containers shall generally be of the following sizes, subject to mutual agreement of the Contractor and the Municipality: sixty-five (65) or ninety-five (95) gallon carts, one (1) cubic yard, one and one-half (1-112) cubic yards or two (2) cubic yards.
2. The Contractor will collaborate with the Municipality to produce and distribute a brochure specifically designed to encourage multi-family recycling. Contractor

representatives shall be made available from time to time, at the Municipality's direction, to meet with multi-family complex owners, managers, and residents for the purpose of promoting recycling efforts in those communities.

C. **Recyclable Materials Revenue Sharing**

The Contractor may deliver recyclable material to the facility of its choice. The Municipality is not requiring recycling revenue sharing with this RFP. However, if the vendor desires to offer a revenue sharing proposal, the Municipality will be interested in discussing.

ARTICLE X
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

A. Each of the following shall constitute a Breach on the part of the Contractor:

1. Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Agreement;
2. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for twenty-four (24) hours after notice to the Contractor from the Municipality of such failure; provided however, that this twenty-four (24) hours notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
3.
 - a. the Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property,
 - b. a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction,
 - c. a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days,
 - d. any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or
 - e. the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 10.2 Breach by Municipality

The failure of the Municipality to pay, within thirty (30) days after notice from the Contractor of such nonpayment, amounts which are undisputed or which are determined to be due to the Contractor under this Agreement shall constitute a Breach on the part of the Municipality.

Section 10.3 Events of Default and Remedies of Municipality

A. If a Breach occurs under Section 10.1, the Municipality may exercise any one or more of the following remedies:

1. The Municipality may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (v) below, upon such termination the Contractor shall cease providing services under this Agreement;
2. The Municipality may seek liquated damages if the Contractor fails to collect and dispose of SWANCC system waste and other waste as required under this Agreement and the missed collection is not rectified within 24 hours. Verified failure to make any collection shall be cause to deduct \$10.00 per verified collection failure as liquated damages from the monthly payment, in addition to deduction of the regular collection rate.
3. The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach;
4. The Municipality may (A) call upon the sureties to perform their obligations under performance bond or letter of credit or (B) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services;
5. The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law;
6. Upon any such termination of this Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Municipality shall continue to pay the Contractor its scheduled compensation;

7. No remedy by the terms of this Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

B. This Section 10.3 shall survive the termination of this Agreement.

Section 10.4 Events of Default and Remedies of Contractor

A. If a Breach occurs under Section I 0.2, the Contractor may declare an Event of Default and terminate this Agreement, upon Ninety (90) days written notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect or punitive, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

B. This Section 10.4 shall survive termination of this Agreement.

ARTICLE XI **INSURANCE AND INDEMNIFICATION**

Section 11.1 Insurance

The Contractor agrees to carry insurance relating to this Agreement in the amounts and subject to the terms and conditions set forth in Exhibit 5.

Section 11.2 Indemnification

A. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants and SWANCC and its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Agreement or the performance thereof, or which may in any way result therefrom, which are caused through the intentional misconduct, negligence or omission of the Contractor or any agent or employee, or any Subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same. The Contractor expressly understands and agrees

that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

B. The indemnification obligations set forth in this Section 11.2 shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss or portion thereof which arises, in whole or in part, out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's intentional misconduct or negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence or intentional misconduct.

C. Until such time as it has been (i) determined by a court of competent jurisdiction that any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified Party's own negligent acts or omissions or intentional misconduct, or (ii) mutually agreed between the Contractor and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and expense. Each Indemnified Party shall furnish such information as may be reasonably required by the Contractor or defense counsel to provide an adequate defense and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such Indemnified Party is liable in whole or in part for said Loss caused by such Indemnified Party's own negligent acts or omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the Loss.

D. This Section 11.2 shall survive the termination of this Agreement.

ARTICLE XII **MISCELLANEOUS**

Section 12.1 Non-Assignability

The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Municipality, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

Section 12.2 Equal Employment Opportunity

In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be

canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

A. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Municipality, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.

5. That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6. That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Municipality and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply

therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

Section 12.3 Performance Bond or Letter of Credit

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as Exhibit 6, to be executed by a responsible surety company and to be in the penal sum equal to one-fifth (1/5) of the estimated amount of the Contractor's total compensation for the first year of this Agreement. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

Section 12.4 Provision for Telephone Calls

The Contractor shall maintain and advertise either: (i) a [1-800) telephone number or (ii) a telephone number with an exchange designated for the Municipality in either case where it will receive service requests or complaints on all business days from 9:00 a.m. to 4:00 p.m. In addition, the Contractor shall check daily with the Municipality's Service Coordinator to receive any service calls or complaints received at that office. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Contractor shall provide a special collection within 24 hours of receipt of the complaint. The Contractor will provide the Municipality with a monthly report as to complaints and requests for service, indicating the type of complaint or request for service and action taken. All service request forms forwarded to the Contractor by the Municipality shall be completed and returned to the Municipality within two weeks after receipt by the Contractor.

Section 12.5 Equipment to be Used by Contractor

The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modem trucks. The municipality shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting solid waste and other material.

Section 12.6 Compliance with Laws; SWANCC Rules and Regulations

A. The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement with no increase to the Contractor's compensation, except as set forth in the next sentence. The Contractor and the Municipality shall negotiate an equitable adjustment to the

Contractor's compensation to reflect any Change in Law. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

B. The Contractor covenants and agrees that (i) it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the GTS and (ii) all fines assessed to the Contractor pursuant to the Rules and Regulations are the sole responsibility of the Contractor; provided that, if any such fines are due to the actions of a third party, the Contractor shall be permitted to seek recovery or reimbursement for the payment of such fines from such third party.

Section 12.7 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

Section 12.8 Governing Law

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State. Venue shall be the Circuit Court of Cook County, Illinois.

Section 12.9 Compliance with Laws

The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement.

Section 12.10 Dispute Resolution

A. In the event any controversy, claim or dispute between the Contractor and the Municipality shall arise with respect to the provisions of this agreement or the transactions contemplated by this Agreement, the Municipality and the Contractor shall undertake in good faith to resolve the dispute.

B. The Contractor and the Municipality shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim and (ii) during the pendency of any judicial, administrative or other dispute resolution process which is commenced by one or both parties. Notwithstanding the preceding provisions of this paragraph (b), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by the arbitrators to be paid pending the final award or which are finally determined to be due.

C. This Section 12.10 shall survive the termination of this Agreement.

Section 12.11 Further Assurances

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts (a) are not inconsistent with the provisions of this Agreement and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

Section 12.12 Relationship of the Parties; Third Parties

Nothing in this Agreement shall be deemed to constitute one Party as the partner, agent or legal representative of the other Party. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

Section 12.13 Subcontractors

- A. Any consultants hired directly by the Municipality shall be the agents of the Municipality. All other Subcontractors who are retained to perform any of the Services required by this Agreement shall be hired by, and shall be the agents of, the Contractor. The Municipality shall have no relationship with such Subcontractors. The Municipality's prior written approval is required before the Contractor can enter into any subcontracts. Any consent by the Municipality to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms, but shall operate only as an acceptance of the making of a subcontract between the Contractor and Subcontractor.
- B. Each subcontract shall also contain a provision whereby the Subcontractor acknowledges that, despite the fact that such Subcontractor is not in privity of contract with the Municipality, the Municipality shall have the right to bring a direct cause of action against such Subcontractor and its officers, agents and employees for its or their acts in connection with its provision of Services.
- C. The Subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Agreement, that its Subcontractor shall make no claim whatsoever against the Municipality, SWANCC or agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.
- D. A Subcontractor shall not be deemed an agent of the Municipality nor a third- party beneficiary of this agreement.
- E. The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

Section 12.14 Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

If to the Contractor:

City Administrator
City of Prospect Heights
8 Elmhurst Road
Prospect Heights, IL 60070-1592

with copy to:

with required copy to:

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 12.14.

Section 12.15 Waiver

A. The waiver of a condition, Event of Default or Breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an Event of Default or a Breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent Event of Default or Breach. The making or the acceptance of a payment by either party with knowledge of the existence of an Event of Default or Breach shall not operate or be construed to operate as a waiver of the existing or any subsequent Event of Default or Breach.

B. No approval given by the Municipality under this Agreement shall operate to relieve the Contractor from any of its responsibilities under this Agreement or be deemed as an approval by the Municipality of any deviation contained in any items or document subject to such approval from, or of any failure by the Contractor to comply with, any requirement of this Agreement.

Section 12.16 Entire Agreement; Modification; Conflicts

This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

Section 12.17 Construction

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Municipality or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

Section 12.18 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 12.19 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

Flood Bros Disposal Co.

City of Prospect Heights

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

**COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL
SOLID WASTE SERVICES AGREEMENT
CITY OF PROSPECT HEIGHTS
AND
FLOOD BROTHERS DISPOSAL & RECYCLING**

DATED: May 28, 2019

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This Solid Waste Services Agreement is made and entered into as of the 28th day of May 2019 by and between Flood Brothers Disposal and Recycling (the "Contractor") and the City of Prospect Heights, Illinois (the "Municipality").

PREAMBLE

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents and commercial entities, has deemed it necessary to collect, transport and dispose of Non-SWANCC Waste as defined below; and

WHEREAS, the Municipality is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the Municipality has determined to provide municipal waste collection, transportation and disposal services to its multi-family residents and commercial entities and impose on its residents and commercial entities rates and charges relating to such services; and

WHEREAS, the Municipality has determined that it is in the best interests of its commercial entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Solid Waste Services Agreement and on behalf of the Municipality, is willing to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

- a) "Breach" means one of the items described in Sections 9.1 or 9.2.
- b) "Commercial Entity" means any land owner, operator or tenant requiring solid waste collection service within the Municipal limits of Prospect Heights, Illinois, which is not a single-family residence, townhome or multi-family residence.
- c) "Commercial Service" means the service provided by the Contractor, on behalf of the Municipality, pursuant to Section 4.1.
- d) "Contractor" means Flood Brothers Disposal and Recycling and its successors and assignees.
- e) "Event of Default" has the meaning specified in Sections 9.3 and 9.4.
- f) "Municipality" means the City of Prospect Heights, Illinois.
- g) "Non-SWANCC Waste" means commercial, industrial and institutional refuse, certain commercial and multi-family (excluding condominium recyclables) Recyclable Materials (as described-in Article VIII), and any other materials designated by the Municipality for collection, provided that such materials are non SWANCC Waste.
- h) "Project Use Agreement" means the Project Use Agreement, dated March 25, 1992, between the Solid Waste Agency of Northern Cook County and the Municipality, as amended from time to time.
- i) "Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers Gunk mail, chipboard, white and colored paper, brown kraft paper bags): corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Municipality and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement.
- j) "State" means the State of Illinois.
- k) "SWANCC" means the Solid Waste Agency of Northern Cook County;
- l) "SWANCC Waste" shall mean System Waste as defined in Title 3, Chapter 9, Article A of the Prospect Heights City Code as amended.
- m) "Solid Waste Services Agreement" means this Agreement, dated February 21, 2006, by and between the Municipality and the Contractor, as amended from time to time.

ARTICLE II SCOPE OF SERVICES

Section 2.1 Commercial Services

The Contractor shall provide, on behalf of the Municipality, complete service for designated collection, transportation and disposal (or sale) of Non-SWANCC Waste at the facility or facilities mutually agreed upon by the Municipality and the Contractor. The Contractor shall be the sole and exclusive licensee of the Municipality to provide the above-referenced Commercial Services.

Section 2.2 Private Services

The Contractor shall, on its own behalf (and not on behalf of the Municipality), provide for the collection, transportation and disposal of all Private Service waste in accordance with the provisions of Section 4.2.

Section 2.3 Revenue Collection

The Contractor shall, on behalf of the Municipality, provide revenue collection services in accordance with Article VI for all Commercial Services provided under this Solid Waste Contract. *This* shall include monthly service billing as well as the administration fee recompensed to the Municipality.

Section 2.4 Excluded Services

Solid Waste collection, transportation and disposal from all single-family, multi-family and townhomes units within the Municipality are not included within this Solid Waste Contract.

Section 2.5 Exempted Services

The following circumstances for Solid Waste collection, transportation and disposal from any commercial, industrial and institutional account within the Municipality are not included within this Solid Waste Services Agreement if the Municipality approves the exemption of the specific services under the terms of the applicable provisions of the City Code.

Section 2.6 Modification of Required Services

The Municipality reserves the right to adjust or expand the scope of Commercial Services required under this Solid Waste Services Agreement, upon thirty (30) days prior written notice to the Contractor, to accommodate changes in the definition of non-SWANCC Waste or changes in the scope of services provided by SWANCC. The Municipality and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Solid Waste Services Agreement required as a result of any adjustment or expansion of Municipal or Franchised Services.

**ARTICLE III
TERMS OF SOLID WASTE SERVICES AGREEMENT**

Section 3.1 Term of Solid Waste Contract

The initial term of this Solid Waste Services Agreement shall commence on July 1, 2019, and end on June 30, 2026. Upon the Municipality's sole option, this Solid Waste Services Agreement can be extended up to three (3) additional one-year extensions.

**ARTICLE IV
SOLID WASTE COLLECTION AND DISPOSAL**

Section 4.1 Commercial Service

Non-SWANCC Waste. Materials to be collected by the Contractor in accordance with the schedule provided in Section 4.3 and transported to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.

- 1) Commercial, industrial and institutional refuse
- 2) Recyclable Materials as provided in Article VIII
- 3) Temporary Construction and Demolition Roll-Off

Section 4.2 Private Service

a) In addition to the Commercial Services provided by the Contractor on behalf of the Municipality under Section 4.1, the Contractor shall also make available to the commercial entities of the Municipality, Private Service for all types of solid waste not otherwise covered by this Solid Waste Services Agreement including, but not limited to, earth, sod, rocks, concrete, rubble and waste from remodeling, construction and demolition of buildings, excavations and other materials; provided, however, that the Contractor shall not be required to provide for the collection and disposal of poisonous or toxic materials and large quantities of liquid requiring tanker truck disposal equipment.

b) For services provided pursuant to Section 4.2, the Contractor agrees to keep available tractor loaders, trailers and other necessary equipment. Upon the request of a business proprietor, the Contractor shall furnish an estimate for the cost of removal of any materials named in the immediately preceding paragraph.

Section 4.3 Schedule and Location of Collection

a) Commercial Service Waste shall be collected in compliance with the City Code. Frequency of collections shall be determined as necessary to ensure public health and safety and prevent unsightly or unsafe accumulation or scattering of solid waste at any site.

b) Private Service Waste. Private Service waste shall be collected in accordance with the provisions of Section 4.2 on a day mutually agreed upon by the Commercial Entity and the Contractor.

Section 4.4 Disposal of Solid Waste

a) Commercial, industrial, and institutional (Non-SWANCC) Waste. The Contractor shall transport for processing all non-SWANCC Waste collected pursuant to this Solid Waste Services Agreement to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.

b) Recyclable Materials. Recyclable materials collected shall be transported for sale (with an intermediate diversion for processing permitted) to sites approved by the Municipality that meet the requirements of the State of Illinois and United States governmental agencies.

Section 4.5 Solid Waste Collection Data

a) The Contractor shall provide to the Municipality, on a quarterly basis, a report on the quantity of all commercial solid waste collected within the Municipality, recycling diversion data and a breakdown of the number of franchised accounts.

b) An annual audit of the scope of service matrix will be performed and access to this matrix data base will be provided to the Municipality. The information on this service matrix will include the name of account, the service address, the billing address (if different than the service address), a contact person, a telephone number and fax number where the contact person can be reached, the type of containers on site, the quantities of containers on site, the frequency of collections and an itemization of what day collections are performed, the current service rate of each account and the annual franchise revenue for each account.

c) Program data and other public information will be provided to each account upon the request of the Municipality to do so.

**ARTICLE V
COMPENSATION**

Section 5.1 Commercial Service

a) Non-SWANCC Waste. For providing for, on behalf of the Municipality, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities mutually agreed upon by the Municipality and the Contractor, and for providing revenue collection services, the Contractor shall receive as compensation the rates outlined in the in Exhibit 9, which is attached and incorporated in this agreement.

b) No Commercial Entity, receiving the same level of service from any solid waste hauler in the one month prior to the commencement of this agreement, will be charged more than that Commercial Entity paid in that month before the commencement date of this agreement, regardless of the rates outlined in Exhibit 9. Any lower rate in effect for a particular Commercial Entity in the one month prior to the commencement of this agreement shall be valid for one year

and commencing July 1, 2019 that rate will be adjusted to the rate outlined in Exhibit 9 and adjusted under Section 5. 1 (c).

c) Rates identified in Exhibit 9 will be increased annually at the rate equal to the change in the Consumer Price Index (CPI-U) for Chicago-Kenosha-Gary for the 12 previous months (May through April). In no event, however, shall the annual adjustment be less than 1.5% or more than 3.5%.

d) The Contractor is responsible for determining if an account is receiving sufficient service in terms of frequency of collection and onsite containers and shall do so in accord with applicable codes.

ARTICLE VI REVENUE COLLECTION

Section 6.1 Billing of Accounts

Commercial Services provided under Section 4.1 are provided by the Contractor on behalf of the Municipality. The Contractor shall bill Commercial Entities on a monthly basis in advance of services provided. The Municipality agrees to cooperate and assist the Contractor, when necessary, in the collection of funds owed for services performed. The Contractor is responsible to inform the Municipality on all delinquent accounts where service may ultimately be affected or suspended due to these delinquencies. The Municipality further agrees to cooperate with respect to information, if any, relating to property vacancies or any other information that will assist the Contractor in the execution of this Solid Waste Services Agreement.

The Municipality may require that the Contractor include in the monthly bill an administrative fee to be remitted to the Municipality on collected revenue. The Municipality may adjust the administrative fee from time to time. The administrative fee shall be added to the rates listed in Exhibit 9 and shall not be separately listed on the monthly bills to the commercial entities. The administrative fee will not be charged to those Commercial Entities that receive the lower existing rate provided in Section 5.1 (b) above until those Commercial Entities are charged in accord with Exhibit 9.

Section 6.2 Commercial Service

The Contractor shall, on a monthly basis, bill each Commercial Entity, an amount payable for the collection, transportation and disposal (or sale) of Commercial Service waste for the following month. The bill shall be payable by the Commercial Entity within thirty (30) days. The Contractor shall account separately for all amounts received from commercial entities for the administrative fee and hold such amounts, as determined by the Municipality, for the benefit of the Municipality. These amounts shall be remitted to the Municipality on a quarterly basis along with the submitted service reports.

Section 6.3 Private Service

The Contractor may, but is not required to, include as an item on each Commercial Entity's bill an amount payable to the Contractor for the collection, transportation, and disposal of Private Service waste. The Contractor shall retain all amounts collected from Commercial Entity

pursuant to this Section 6.3. Alternatively, the Contractor may bill commercial entities separately for Private Service.

Section 6.4 Franchise Fees

The Contractor is required to include in the monthly bill a franchise fee and container fee to be remitted to the City on collected revenue. The annual franchise fee of \$54,000 shall be paid to the City in equal monthly installments on or before the 25th of each month. The franchise fee shall increase annually, on July 1st of each year, by the same formula used to annually adjust rates as specified in Section 5.1(c) of the Agreement. The franchise fee shall be included in the rates listed in Exhibit 9. A container fee of \$8.00 per yard per container shall be paid to the City on collected revenue on a monthly basis. The container fee shall be included in the rates listed in Exhibit 9. This per yard container fee may be adjusted annually by the City. A roll-off fee of \$10.00 per hauling charge pull shall be paid to the City on collected revenue on a monthly basis. The roll-off fee shall be included in the rates listed in Exhibit 9. This per haul fee may be adjusted annually by the City.

**ARTICLE VII
TITLE TO WASTE**

The Contractor shall retain title to all Non-SWANCC waste.

**ARTICLE VIII
RECYCLABLE MATERIALS**

Section 8.1 Recyclable Materials Collection Service

a) Commercial Recycling Service. Materials to be collected by the Contractor in accordance with the schedule referenced in Section 4.3 and transported to the facility or facilities mutually agreed upon by the Municipality and the Contractor that meets the requirements of the State of Illinois and United States governmental agencies shall include all Recyclable Materials as defined in Section 1.1.

b) Transportation of Recyclable Materials. Recyclable Materials shall be sorted, processed, and transported for sale to sites approved by the Municipality. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of recyclable Materials.

c) Recyclable Materials Collection Data. The Contractor shall provide to the Municipality, a quarterly report on the weight (in tons), of all Recyclable Materials collected from Commercial Entities under this Solid Waste Services Agreement. The report shall also contain a weight breakdown, by tons, of the types of Recyclable Materials collected, and an approximate count of bags collected in order to determine participation and diversion rates. Quantities attained through rigid-type containers should be broken out as well.

d) The Municipality shall have the right to add materials to the list of Recyclable Materials stated in Article I, pending the availability of markets for materials to be added.

e) The Contractor shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the corporate authorities of the Municipality.

f) The Contractor shall sell all Recyclable Materials it collects under this Solid Waste Services Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material. The Municipality may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.

ARTICLE IX BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

1) Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Solid Waste Services Agreement;

2) Failure of the Contractor to perform timely any obligation under this Solid Waste Contract not included within subparagraph 1) above, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) days after notice to the Contractor from the Municipality of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or

3) (A) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (B) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (C) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (D) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (E) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Solid Waste Services Agreement.

4) If the Contractor misses a collection under the Commercial Service the collection must be corrected within 24 hours of the reported missed collection or a charge of \$10 per missed collection not satisfied with 24 hours will be charged to the Contractor. This provision will not be enforced if the missed collection is due to a labor dispute of the Contractor's labor force unless the missed collection is not rectified within seven (7) calendar business days.

5) Violation of any Ordinance of the Municipality.

6) All charges levied against the Contractor under sections 9.1 (4) and (5) will be remitted to the Municipality within 30 days of a written charge.

Section 9.2 Reserved

Section 9.3 Events of Default and Remedies of Municipality

a) If a Breach occurs under Section 9.1, the Municipality may exercise any one or more of the following remedies:

1) The Municipality may declare an Event of Default and may then terminate this Solid Waste Services Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph 5) below, upon such termination the Contractor shall cease providing services under this Solid Waste Services Agreement;

2) The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Solid Waste Services Agreement and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Solid Waste Services Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach;

3) The Municipality may (A) call upon the sureties to perform their obligations under the performance bond or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services;

4) The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law;

5) Upon any such termination of this Solid Waste Services Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Municipality shall pay the Contractor its scheduled compensation;

6) No remedy by the terms of this Solid Waste Services Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of

Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

b) This Section 9.3 shall survive the termination of this Solid Waste Services Agreement.

Section 9.4 Events of Default and Remedies of Contractor

a) If the Municipality breaches this agreement, the Contractor may declare an Event of Default and terminate this Solid Waste Services Agreement upon Ninety (90) days written notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect, or punitive, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

b) This Section 9.4 shall survive termination of this Solid Waste Services Agreement.

ARTICLE X INSURANCE AND INDEMNIFICATION

Section 10.1 Insurance

a) The Contractor shall maintain for the duration of this contract and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in Exhibit 5. The Contractor shall provide the Municipality with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit 5.

b) The Contractor agrees to include the Municipality as an additional named insured on both general and auto liability insurance policies, and the umbrella policy.

c) Insurance premiums shall be paid by the Contractor and shall be without cost to the Municipality.

Section 10.2 Indemnification

a) The Contractor agrees to indemnify, defend and hold harmless the Municipality, its officials, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the Municipality in consequence of entering into this Solid Waste Services Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors.

b) The Contractor shall provide landfill indemnification as outlined in Exhibit 10 of this Solid Waste Services Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1 Non-Assignability

The Contractor shall not assign this Solid Waste Services Agreement or any part thereof without the prior written consent of the Municipality. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. The Contractor shall not assign or subcontract this Solid Waste Services Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Municipality, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Solid Waste Services Agreement.

Section 11.2 Equal Employment Opportunity

a) In the event of the Contractor's noncompliance with the provisions of this Section 11.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Solid Waste Services Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

b) During the performance of this Solid Waste Services Agreement, the Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry; age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization

2) That, if it hires additional employees in order to perform this Solid Waste Services Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

3) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4) That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Municipality, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.

5) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7) That the Contractor shall include, verbatim or by reference, the provisions of this Section 11.2 in every subcontract it awards under which any portion of the Solid Waste Services Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Municipality and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

c) During the term of this Solid Waste Services Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Solid Waste Services Agreement.

Section 11.3 Prevailing Wage Rates

a) Not less than the prevailing rate of wages, as found by the Municipality or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Solid Waste Services Agreement. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Solid Waste Services Agreement and showing the actual hourly wages paid to each such person.

b) The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll

records for a period of three (3) years from the date of completion of this Solid Waste Services Agreement.

c) If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Municipality, the revised rate, as provided by the Municipality to the Contractor, shall apply to this Solid Waste Services Agreement.

Section 11.4 Performance Bond or Letter of Credit

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as Exhibit 6, to be executed by a responsible surety company and to be in the penal sum of \$500,000. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

Section 11.5 Provision for Telephone Calls

The Contractor shall maintain an office and a [1-800] telephone number, for the receipt of service, billing and complaint calls, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. Any complaints must be given prompt and courteous attention, and in case of missed scheduled collections, the Contractor shall investigate; and if verified, shall arrange for collection of such waste within 24 hours after the complaint is received.

Section 11.6 Equipment to be Used by Contractor

a) The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the Municipality shall be replaced at the request of the Municipality. Equipment used for Private Service described in Section 4.3 may be open-body trucks, dump trucks and similar type equipment. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

b) Containers used under the franchised service shall be operable, safe, and free from graffiti. Any container in disrepair of this sort shall be replaced within three (3) days of notification by the Municipality. Containers with plastic lids that are ill-fitted due to obsolescence or warping shall be replaced within three (3) days of notification by the Municipality, in order to maintain a tight fitting seal to prevent access for pests. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.

Section 11.7 Compliance with Laws

a) The Contractor shall comply at all times with an applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Solid

Waste Services Agreement with no increase to the Contractor's compensation as set forth in this Solid Waste Services Agreement.

b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 11.8 Care and Performance

The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Municipality, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

If the Contractor causes damages to the streets and/or alleys of the Municipality, the Municipality shall prepare a cost estimate to repair the damage and the Contractor has 30- days to provide written comment to the cost estimate and will remit the cost to repair the damage to the Municipality within 30-days once a final written cost of the repair is sent to the Contractor.

Section 11.9 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Solid Waste Services Agreement.

Section 11.10 Governing Law

This Solid Waste Contract and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of Illinois. Venue shall be the Circuit Court of Cook County.

Section 11.11 Severability

The invalidity or unenforceability of one or more of the terms or provisions contained in this Solid Waste Services Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Solid Waste Services Agreement so long as the material purposes of this Solid Waste Services Agreement can be determined and effectuated.

Section 11.12 Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

City Administrator
City of Prospect Heights
8 Elmhurst Road
Prospect Heights, IL 60070

If to the Contractor:

with copy to:

with required copy to:

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 11.11.

Section 11.13 Customer Service

The Contractor will each contract year conduct a customer service survey to assess the Contractor's service performance under the contract. The survey content and administration will be approved by the Municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Solid Waste Services Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

Flood Bros Disposal Co.

City of Prospect Heights

By: _____

By: _____
Mayor

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____
Clerk

Its: _____



To: Mayor Ludvigsen and City Council

From: Peter P. Falcone, City Administrator

Subject: Resolution Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of Prospect Heights

Date: June 4, 2026

Background:

The City's referendum for \$21,500,000 in Road Bonds was passed in March and \$750,000 of these funds were allocated for the purchase of road maintenance vehicles and equipment. As there is a long lead time for these vehicles and equipment, it is in the City's interest to purchase them now so that we can take possession of them more quickly.

The Road Bonds are not scheduled to go out for issuance until late 2026 or early 2027 and it is in the best interest of the City to have the road maintenance vehicles and equipment purchased now with Capital funds and then the City can be reimbursed with Road Bond funds once they are issued. To allow this reimbursement, an expenditure resolution is required to be passed identifying a maximum amount the City is expected to spend before the issuance so that we can be reimbursed.

Analysis:

This resolution is a legal requirement when referendum funds need to be spent prior to the issuance of the bonds.

Recommendation:

Approve Resolution R-26-24 to allow for reimbursement to the City for the purchase of street maintenance equipment once the Road Bonds are issued.

Resolution No. R-26-24

RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF AN OBLIGATION TO BE ISSUED BY THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

WHEREAS, the City Council (the “*Council*”) of the City of Prospect Heights, Cook County, Illinois (the “*City*”), by approval of the voters of the City at the March 17, 2026 general primary election, is now authorized to improve, reconstruct and resurface roads, improve and maintain bridges, intersections, curbs and sidewalks and purchase road maintenance vehicles and equipment (collectively, the “*Project*”) and issue bonds of the City to the amount of \$21,500,000 to pay the costs of the Project (the “*Bonds*”); and

WHEREAS, certain Project expenditures (the “*Expenditures*”) (i) have been paid within the 60 days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of the Bonds:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

SECTION 1. *Incorporation of Preambles.* The Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

SECTION 2. *Intent to Reimburse.* The City reasonably expects to reimburse the Expenditures with proceeds of the Bonds.

SECTION 3. *Maximum Amount.* The maximum amount of the Expenditures is \$750,000.00.

SECTION 4. *Ratification.* All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

SECTION 5. *Severability.* If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 6. *Repeal.* All resolutions and orders, or parts thereof, in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED this 8th day of June 2026

Patrick Ludvigsen, Mayor

Attest:

City Clerk

Ayes: _____

Nays: _____

Absent: _____

June 2, 2026

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Mr. Peter Falcone
City Administrator

City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070
pfalcone@prospect-heights.org

Re: **Proposal for Supplemental Construction Engineering Services**
Willow Trails Flood Control Project
Supplement to GHA Proposal No. 2025.CS083

Dear Mr. Falcone:

The City of Prospect Heights (City) and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

In May 2025 the City contracted with GHA to provide construction engineering services for stormwater improvements within and adjacent to Willow Trails Park and Palwaukee Plaza based on funding received from FEMA. The improvements include upsized and relocated storm sewer and creation of a detention basin within the southeast corner of the park property.

Our contract proposal assumed the construction schedule would extend from mid-June to late October 2025. However, the start of underground construction was delayed until October due to various utility relocations by outside agencies, which led to the construction schedule extending over the winter. In addition, contract change orders brought about by unknown conditions encountered in the field increased the cost of the construction contract from \$2,479,324.90 to \$2,671,660.87, an increase of approximately 7.8%.

Scope of Services

Supplemental construction engineering services were required to coordinate the winter shut down, resumption of work in the spring, and the additional construction scope approved previously by the City.

For the above-described additional services, GHA proposes an increase of \$16,000.00 for the construction services budget, which is consistent with the 7.8% increase in the construction contract for the project. Including the originally approved proposal amount of \$206,000.00, the total proposed fee for construction engineering services for this project is \$222,000.00.

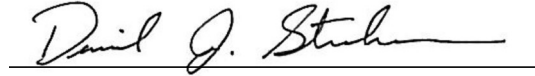
By signing below you indicate your acceptance of this Agreement which supplements GHA proposal 2025.CS083, previously approved by the City on May 28, 2025.

Gewalt Hamilton Associates, Inc.

City of Prospect Heights

Submitted By:

Accepted By:



Daniel J. Strahan, P.E., CFM

Senior Project Manager II

Name: _____

Title: _____

Date: _____

RESOLUTION NO. R-26-25
RESOLUTION AUTHORIZING A CIVIL ENGINEERING SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. FOR SUPPLEMENTAL DESIGN ENGINEERING SERVICES, WILLOW TRAILS FLOOD CONTROL PROJECT IN THE AMOUNT OF \$16,000

Whereas, the City of Prospect Heights is finishing up the Willow Trails Flood Control Project on the City’s east side to alleviate localized flooding in the area, and;

Whereas, the project suffered delays with utility relocations which led to extending work into Winter, and;

Whereas, the delay and Winter work caused additional expenses for construction engineering services, and;

Whereas, Gewalt Hamilton Associates has completed these supplemental design engineering services, in the amount of \$16,000.

Now, Therefore, Be It Resolved by the City Council of Prospect Heights, Cook County, Illinois, as follows:

Section 1: The agreement with Gewalt Hamilton for supplemental Design Engineering Services, Willow Trails Flood Control Project, is hereby approved and accepted.

Section 2: The City Administrator is authorized to take all necessary steps to implement this resolution.

Section 3: This resolution shall be in full force and effect from and after its passage and approval as required by law.

Passed and Approved this 8th day of June, 2026

Patrick Ludvigsen, Mayor

Attest:

City Clerk

Ayes: _____

Nays: _____

Absent: _____



City of Prospect Heights

Department of Building & Zoning
 8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
 Office: 847/398-6070 x 211-FAX: 847/590-1854
www.prospect-heights.il.us

MEMORANDUM

Date: June 3, 2026

To: Patrick Ludvigsen, Mayor and City Council Members

From: Daniel A. Peterson, Director of Building & Development

Subject: Prospect Crossing Special Use - Minor Amendment to List of Permitted Uses
 PZBA Case #26-05 SU

The City has received an application for a minor amendment to the Prospect Crossing Shopping Center Special Use PUD, granted by Ordinance O-88-36 and such ordinances and resolutions as amended from time to time, to add one (1) Tattoo Parlor to the list of approved uses. Manny Rafidia, owner of Prospect Crossing Shopping Center, has a lease contingent upon approval with Atmosphere Tattoo to lease 5,000 sq. ft. of vacant retail space in the shopping center.

The PZBA held a public hearing on May 28, 2026, regarding the case. Manny Rafidia, owner of Prospect Crossing and Jeff Jucha, owner of Atmosphere Tattoo provide testimony regarding the request. Atmosphere Tattoo will be occupying the 5,000 sq. ft. vacant space formally occupied by Ambient Furniture. Mr. Jucha has agreed to the city's Retail Corridor District requirement of a 1.5% sales tax on the tattoo service. After testimony and deliberation, the PZBA voted 5-0 to recommend approval of the minor amendment to the list of permitted uses as requested without conditions.

Recommendation: Approve Resolution R-26-26 Approving Minor Modification to the Prospect Crossing Planned Unit Development

RESOLUTION NO. R-26-26

A RESOLUTION AMENDING RESOLUTION R-95-75, A RESOLUTION APPROVING MINOR MODIFICATIONS TO THE PROSPECT CROSSING PLANNED UNIT DEVELOPMENT

(PZBA Case #26-05 SU)

WHEREAS, the City Council granted Special Use for a Commercial Planned Unit Development for the property at Rand/Willow Roads (Ordinance O-88-36, approved November 21, 1988) and such ordinances and resolutions as amended from time to time; and

WHEREAS, the Zoning Ordinance requires any minor modifications to an approved final plan be approved by the Planning Zoning Board of Appeals and City Council; and

WHEREAS, the owner of the real estate commonly known as the Prospect Crossing Shopping Center did file a request for modifications to the permitted uses in the shopping center; and

WHEREAS, the Planning Zoning Board of Appeals held a public hearing on said request on May 28, 2026, due notice having been given of the hearing and

WHEREAS, the Planning Zoning Board of Appeals after hearing testimony and deliberation find the application for a Special Use meet the standards for approval to amend the list of permitted use by adding One (1) Tattoo Parlor.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

Section 1. The City Council does hereby find that the facts contained in the preamble to the resolution are true and correct and hereby adopt the same as part of this resolution.

Section 2. The City Council does hereby approve the additional uses permitted at the Prospect Crossing Commercial Development setforth in Exhibit "A" and attached hereto.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this _____ day of _____, 2026.

Patrick Ludvigsen, Mayor

Attest:

City Clerk

AYES:

NAYS:



FOR OFFICE USE ONLY
FEE PAID 400.00
DATE 4/10/24
RECV'D BY [Signature]
CASE # 26-05-SU
MEETING DATE

PLAN/ZONING BOARD OF APPEALS
APPLICATION

- Special use (\$400)
Variation (\$150)
Text Amendment (\$300)
Map Amendment (Refer to Ord. 0-03-18)
Subdivision/PUD (Refer to Ord. 0-03-18)
Lot Consolidation (Refer to Ord. 0-03-18)
Appearance Review

In addition to the application fee a refundable deposit not <\$500 nor >\$5,000 shall be required for all zoning applications to offset the direct costs of the application incurred by the City. If costs exceed the available escrow balance applicant will be required to replenish account. If balance remains the money will be refunded or applied to any building permit cost. (Refer to Ord. O-18-06: 5-10-7(D))

APPLICANT: CR Congress, LLC (Manny Rafidia)
ADDRESS: PO Box 338
Itasca, IL 60143
PHONE: 847-921-9200
E-MAIL: crmadison@gmail.com / tscrmadison@gmail.com

ADDRESS OF SUBJECT PROPERTY: 1215-1299 N. Rand Road

PROPERTY IS LOCATED IN THE B-4 PUD ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 5-11-12: Amendment of a Planned Unit Development

DESCRIPTION OF REQUEST:

Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES NO X
If yes, please describe: Minor Modifications to R-95-75 Amending the List of Permitted Uses by adding Tattoo Parlor as a permitted use

Has the property been the subject of previous or pending administrative legislative or court action: YES NO X If yes, give details:

The follow items MUST be submitted at time of filling:

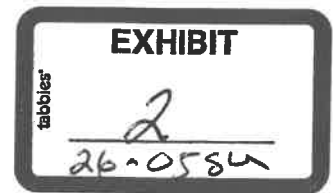
- 1. Application (12 copies)
2. Plat of Survey (12 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application. (12 copies) *Note - please include one copy for file no longer than 11x17.
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only 12 copies)
5. Application Fee (cash or check made payable to: City of Prospect Heights)
6. Notice to Property Owners (1 copy) - will be supplied to you by the City of Prospect Heights.
7. List of Property Owners (1 copy) for Notice to Property Owners mailing - will be supplied to you by the City of Prospect Heights.

4/9/2026
Date:

[Signature]
Signature of Applicant

RECEIVED APR 10 2026

CR Congress, LLC
PO Box 338
Itasca, IL 60143
(847) 921-9200
Email: crmadison@gmail.com
Email: tscrmadison@gmail.com



April 9, 2026

City of Prospect Heights
8 N. Elmhurst Rd.
Prospect Heights, IL 60070

Re: Letter of Hardship
Subject Property: 1215-1299 N. Rand Road

Please allow this correspondence to serve as the Letter of Hardship for the Planning and Zoning Board of Appeals Application(s) being submitted for the above referenced subject property.

We are requesting this special use to allow for minor modifications to R-95-75 Amending the List of Permitted Uses by adding Tattoo Parlor as a permitted use to the Prospect Crossing Shopping Center. A Tattoo Parlo is an ideal, high-traffic and stable tenant for a shopping center which increases foot traffic for the neighboring tenants within the subject property and will help with the success of all the tenants within the center.

We respectfully request the City to allow for this request to allow a Tattoo Parlor as a permitted use at the Prospect Crossing Shopping Center.

Sincerely,

CR Congress, LLC

A handwritten signature in black ink, appearing to read "Manny Rafidia".

Manny Rafidia
Managing Member

RECEIVED APR 10 2026

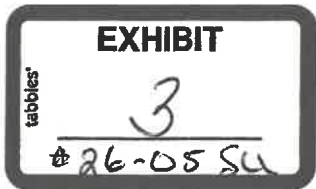


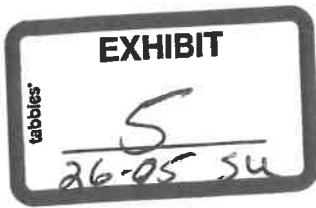
EXHIBIT "A"
PROSPECT CROSSING PERMITTED USES
(9-18-95)

6/24/24 -

- Appliance stores
- Artist's studio
- Art supply stores
- Auto accessory stores
- Banks; excluding drive-in facilities
- Barber shops
- Bath and plumbing store
- Business machine sales and service
- Cabinet shop
- Candy and confectionery stores
- Carpet and rug stores
- China and glassware stores
- Clothes pressing establishments
- Compact disc store
- Conservatories; private
- Dairy products stores
- Dental clinic
- Dentist's offices
- Department stores (discount and promotional)
- Dress-making shops
- Drug stores
- Dry cleaners, and laundries; but not a central plant serving more than one retail outlet
- Dry cleaners and laundries, launderettes; self-service only
- Dry goods stores
- Fish markets, retail
- Fix-it shops, general minor repair
- Food stores
- Formal wear store (rental & sale)
- Garden supply stores (no outside storage)
- Grocery stores
- Hearing aid stores

Home improvement centers
Kitchen remodeling store
Land surveyor's offices
Launderettes, self service
Linoleum/Tile shop
Lighting stores
Liquor stores, package
Medical appliance stores, not including the manufacturing or assembly of such articles
Millinery shops
Music school
Newspaper offices
Notions stores
Orthopedic appliance stores; not including the manufacturing or assembly of such articles
Orthopedic brace and limb fitting and assembly
Pet supply shops
Pharmacies
Phonograph record, tape, and sheet music stores
Radio sales
Radio service and repair shop
Restaurant - sit down
Savings and loan associations; not including drive-in facilities
School supply stores
Shoe repair stores
Stationery stores
Telegraph offices
Television service and repair shops
Ticket agencies, amusement
Trading stamp stores
Video store

RESTAURANTS - DRIVE-THROUGH - Ord. # 24-16
Approved 6/24/24



Atmosphere Tattoo Proposal for Approval – Prospect Heights Location

1217 E. Rand Rd
Prospect Heights, IL

Established Reputation & Business History

We respectfully submit this letter in support of Atmosphere Tattoo's proposed new location at 1217 E. Rand Rd in Prospect Heights. Atmosphere Tattoo has been successfully operating since 2010 and has built a strong reputation throughout the Chicagoland area through professionalism, safety, and responsible business practices. Existing successful locations currently operate in Roselle, Franklin Park, and Schaumburg.

The business is owned and operated by Jeff Jucha, a proud Marine Corps veteran, and renowned artist Vito Masellis. Together, they have established a respected and modern business that focuses heavily on artistry, professionalism, customer care, and community responsibility.

Professional Standards & Public Safety

Atmosphere Tattoo maintains professional licensing and sterilization standards that exceed Illinois state requirements. The studio prioritizes cleanliness, safety, and customer well-being at all times. Ownership and staff are committed to maintaining the highest sanitation procedures and operational standards within the industry.

The business reflects a modern upscale studio environment rather than outdated stereotypes sometimes associated with tattoo establishments. Atmosphere Tattoo has consistently demonstrated the ability to operate responsibly within commercial districts while providing a welcoming and professional environment for clients and the surrounding community.

Economic & Community Benefits

The proposed Prospect Heights location will provide meaningful economic benefits to the city and surrounding area. The business will create local employment opportunities while generating additional tax revenue for the City of Prospect Heights.

In addition to tattoo services, Atmosphere Tattoo will include a retail component offering jewelry and accessories, creating further retail sales tax revenue for the city. Ownership has also agreed to the City's request for an additional 1.5% special tax associated with the proposed operation, demonstrating their willingness to work collaboratively with Prospect Heights and contribute positively to the local economy.

Community Reputation & Customer Feedback

Atmosphere Tattoo has earned an outstanding reputation within the communities it currently serves. Customer feedback consistently describes the business as very clean, professional, friendly, and welcoming. Clients frequently mention the positive experience, exceptional artistry, and outstanding customer service provided by

ownership and staff.

The business has become highly respected throughout the community and maintains strong customer demand, with many describing the studio as modern, professional, and consistently busy. This reputation has been built through years of responsible operation, professionalism, and dedication to customer satisfaction.

Request for Approval

Atmosphere Tattoo respectfully requests approval from the Prospect Heights Zoning Board for the proposed location at 1217 E. Rand Rd. The business has demonstrated nearly 15 years of successful operation, exceptional sanitation and licensing standards, a positive community reputation, and a commitment to contributing economic value through employment and tax revenue generation.

Ownership looks forward to becoming a long-term, respected member of the Prospect Heights business community and appreciates the Board's time, consideration, and opportunity to present this proposal.

Thank you for your consideration.

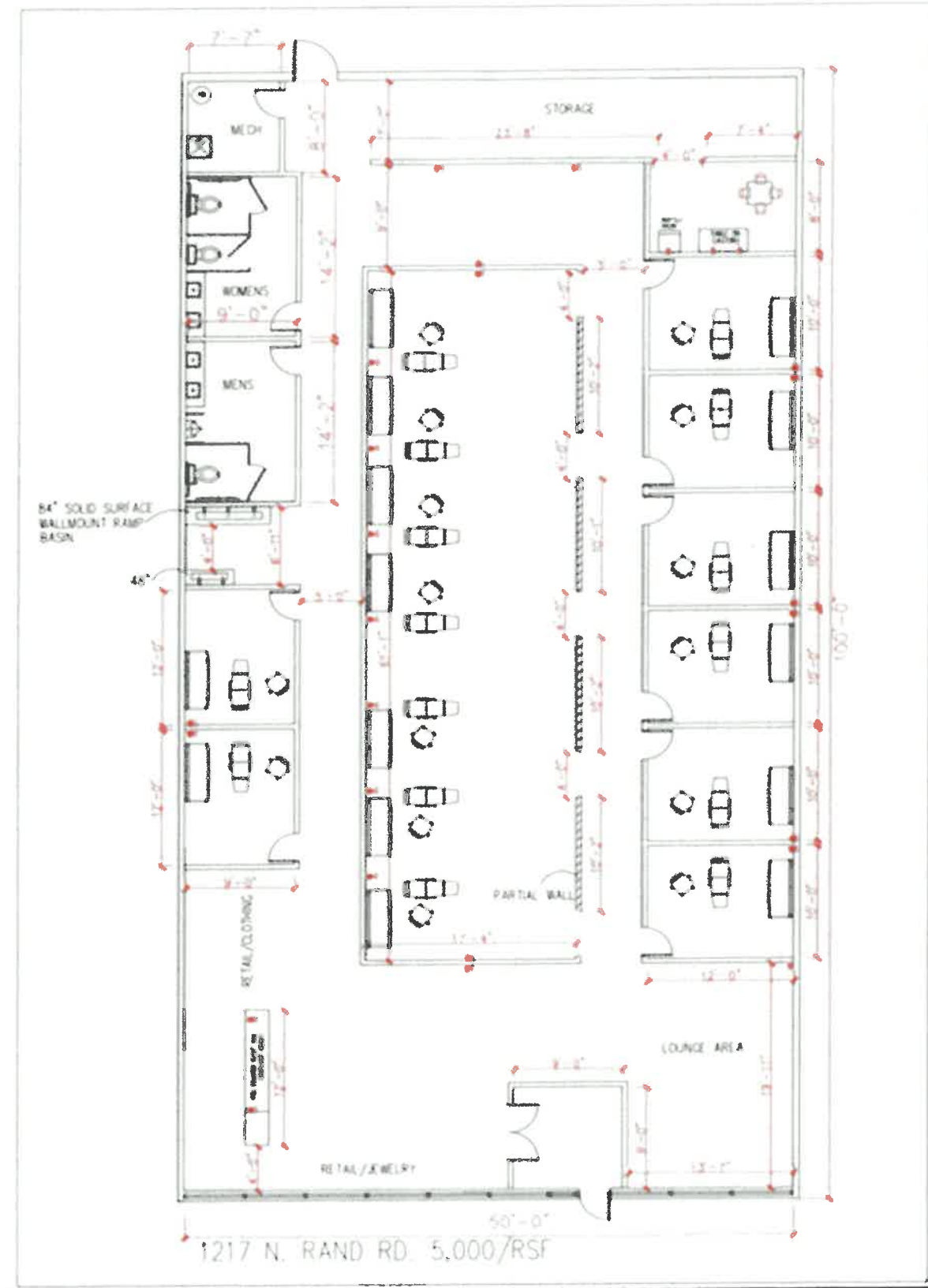
Sincerely,

Jeff Jucha

Owner, Atmosphere Tattoo

Vito Masellis

Owner, Atmosphere Tattoo





Zoning Review

Date: May 21, 2026
 Reviewer: Daniel A. Peterson, Director of Building & Development
 Applicant: Manny Rafidia, Prospect Crossing Shopping Center
 Subject Property: 1215 – 1299 N. Rand Rd.,
 Application: PZBA #26-05 SU – PUD Amendment (Ord. #O-88-36)
 Project: Add “One Tattoo Parlor” to List of Approved Uses

Documents Reviewed:

A. Application prepared by Manny Rafidia, Applicant

Applicable Zoning Code Sections: Planned Unit Developments – Amendment 5-11-12
 B-2A General Commercial District: 5-7-3C
 Schedule of Parking Standards 5-8-6 A, Class 8

Current Zoning: B-4 PUD
 Proposed: B-4 PUD Minor amendment adding to the list as permitted use

A) One (1) Tattoo Parlors

Current Use: Vacant retail space
 Proposed: Tattoo Parlor and Retail Sales
 Use Area ±: 5,000 sq. ft.
 Parking: Class 8 = 4 per 1,000 gross floor area
 Proposed Parking: 20 Spaces Total:

5-10-9: SPECIAL USES:

- A. Authorization: The locations, construction, extension, or structural alteration of any use for which a special use permit is required pursuant to the provisions of this title may be authorized by a permit issued by the corporate authorities, subject to the standards set forth herein, and such conditions as may be imposed pursuant to this chapter. Prior to such authorization, a public hearing shall be held and a published notice shall be given, in the manner prescribed for amendments by this title.
- B. Application For Special Use: Any person owning or having interest in the subject property may file an application to use such land for one or more of the special uses provided for in this title in the zoning district in which the land is situated.

Response: Ordinance #O-88-36 granted a Special Use for a Commercial PUD for the Prospect Crossing Shopping Center. The owner has the right to seek minor amendments to the planned unit development from time to time.

C. Notice Of Hearing: The same procedure for notice of hearing as required for variations (subsection 5-10-8D of this chapter) shall be followed for special use. (Ord. 0-77-27, 7-18-1977)

Response: Standard Met

D. Notice To Property Owners: The petitioner for a special use permit shall notify all property owners within three hundred fifty feet (350'), excluding public land and rights of way, but in no event more than four hundred fifty feet (450'), in each direction of the petitioner's property lines, by certified mail or hand delivery to said property owners, of the date, hour and location of the public hearing and the special use requested. For notice to the owners of condominiums, cooperatives, or other types of common interest communities (except common interest communities made up exclusively of detached single-family homes) service upon the president or registered agent of the condominium association, cooperative, or common interest community as reflected in the records of the Illinois secretary of state, with delivery via first class U.S. mail to individual unit owners, shall be sufficient notice under this paragraph.

Such notice shall be in the same form as the published public notice and shall be mailed or delivered not less than fifteen (15) and not more than thirty (30) days prior to the date of the public hearing. The owners to be notified are such persons or entities which appear in the authentic tax records of Cook County. Proof of notification shall be submitted by the petitioner to the plan/zoning board of appeals no later than the day of the public hearing. (Ord. 0-16-12, 4-11-2016)

Response: Standard Met

E. Standards: No special use shall be recommended by the plan/zoning board of appeals unless said board shall find: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Response: Tattoo Parlors are a permitted Special Use in the B-2A General Commercial District. The proposed use is regulated by the State of Illinois Department of Public Health. The applicant is licensed by the IDPH and has operated a tattoo parlors in other jurisdictions.

2. That the special use will not be injurious to the use and enjoyment of other property in the community for the purposes already permitted, nor diminish and impair property values within the community.

Response: Standard met. Use is compatible with similar uses and will not diminish property values.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Response: The use will not impede normal or orderly development of surrounding property in the district.

4. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Response: Standard met. Use will occupy an existing vacant retail space in a shopping center.

5. That adequate measures have been or will be taken to provide ingress or egress so designed to minimize traffic congestion in the public streets. (Ord. 0-77-27, 7-18-1977)

Response: Standard met. No changes are proposed to the existing access and parking facilities. The proposed use is Class 8, and the parking requirement is 4 spaces per 1,000 sq. ft. of gross floor area requiring 20 parking spaces. The shopping center has adequate parking available to support the use.

6. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the plan/zoning board of appeals. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

Response: Standard met.

7. That the area described in the petition does not lie wholly or partly in floodplain, as defined by the flood control ordinances of the city; or, if it does lie wholly or partly within the floodplain, that adequate provisions for storage, runoff control and floodwater retention, as appropriate, have been made.

Response: Standard met. The property does not lie within a flood plain.

F. Conditions And Standards: Prior to granting any special use, the board may recommend, and the city council shall stipulate, such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein, or as may be from time to time required. (Ord. 0-77-27, 7-18-1977)

Response: No additional conditions are recommend by staff.

Recommendation:

Staff concurs and recommends approval of the requested Text Amendments and Special Use Permit.

**CITY OF PROSPECT HEIGHTS
WARRANT LIST SUMMARY
6/8/2026**

Checks

General Fund	\$	106,056.77
Motor Fuel Tax Fund		-
Tourism District		50,101.70
Solid Waste Fund		-
Drug Enforcement Agency Fund		2,793.50
Special Service Area #1		-
Special Service Area #2		-
Special Service Area #3		-
Special Service Area #4		-
Special Service Area #5		278.11
Special Service Area-Constr#6(Water Main)		10,526.25
Special Service Area #8 - Levee Wall #37		-
Capital Improvements		47,780.00
Special Service Area-Debt#6		-
Road Construction Debt		25,478.75
Water Fund		7,547.99
Parking Fund		405.88
Sanitary Sewer Fund		6,555.38
Road/Building Bond Escrow		-
TOTAL	\$	257,524.33

Wire Payments

05.29.26 PAYROLL	\$	212,926.25
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Manual Checks

Hanes Geo Components - Hillcrest Lake Capital Project #4	\$	7,795.00
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TOTAL WARRANT	\$	478,245.58
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Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
AMERICAN LEGAL PUBLISHING	51117	2026 S-7 SUPPLEMENT PAGES	05/21/2026	01-320-5100	4,500.47	.00	
Total AMERICAN LEGAL PUBLISHING:					4,500.47	.00	
ATECH SURVEILLANCE LLC	INV0662	NEW PD CAMERAS AND DVR	05/29/2026	16-300-5610	2,393.50	.00	
Total ATECH SURVEILLANCE LLC:					2,393.50	.00	
AXON ENTERPRISE INC.	INUS445814	TASER TRAINING - COGLIANES	05/27/2026	01-360-5330	895.00	.00	
Total AXON ENTERPRISE INC.:					895.00	.00	
B & F CONSTRUCTION CODE S	22282	PLBG INSP MAR 2026	05/27/2026	01-340-5100	111.65	.00	
B & F CONSTRUCTION CODE S	22418	PLBG INSPECTION APRIL 2026	05/29/2026	01-340-5100	834.25	.00	
B & F CONSTRUCTION CODE S	71767	PLBG REVIEW 9 E EDWARD	05/26/2026	01-340-5100	160.00	.00	
B & F CONSTRUCTION CODE S	71777	PLBG INSP 126 GOLFVIEW	05/26/2026	01-340-5100	160.00	.00	
B & F CONSTRUCTION CODE S	71793	PLBG REVIEW 1217 N RAND	05/26/2026	01-340-5100	277.50	.00	
B & F CONSTRUCTION CODE S	71855	PLBG REVIEW 934 E OLD WILL	05/29/2026	01-340-5100	160.00	.00	
Total B & F CONSTRUCTION CODE SERVICE INC.:					1,703.40	.00	
BLUECROSS BLUESHIEDL OF I	JUNE 26	JUNE 26 HMO/MEDICAL	06/01/2026	01-360-4100	5,769.11	.00	
Total BLUECROSS BLUESHIEDL OF IL:					5,769.11	.00	
CHICAGO NORTH SHORE CVB	6419	FY2027 ANNUAL CVB	07/01/2026	13-300-5310	49,565.66	.00	
Total CHICAGO NORTH SHORE CVB:					49,565.66	.00	
COMED - ACCT #0767814000	04.15.26-05.14	04.15.26-05.14.26 WOLF/KENSI	05/18/2026	52-300-5410	80.17	.00	
Total COMED - ACCT #0767814000:					80.17	.00	
COMED - ACCT #1165283000	04.15.26-05.14	04.15.26-05.14.26 PIPER/WIMBL	05/18/2026	25-300-5050	183.32	.00	
Total COMED - ACCT #1165283000:					183.32	.00	
COMED - ACCT #4546302111	04.15.26-05.14	04.15.26-05.14.26 101 S WOLF R	05/18/2026	52-300-5410	147.55	.00	
Total COMED - ACCT #4546302111:					147.55	.00	
COMED - ACCT #5019434111	04.15.26-05.14	04.15.26-05.14.26 WOLF/EUCLID	05/18/2026	52-300-5410	108.69	.00	
Total COMED - ACCT #5019434111:					108.69	.00	
COMED - ACCT #5306644000	04.15.26-05.14	04.15.26-05.14.26 1 S APPLE DR	05/18/2026	01-350-5410	61.12	.00	
Total COMED - ACCT #5306644000:					61.12	.00	
COMED #3615882000	04.17.26-05.18	04.17.26-05.18.26 0 COR EUCLI	05/19/2026	01-350-5411	147.42	.00	
Total COMED #3615882000:					147.42	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
COMED #6059851222	04.15.26-05.14	04.15.26-05.14.26 900 E OLD WI	05/18/2026	25-300-5050	94.79	.00	
Total COMED #6059851222:					94.79	.00	
COMED #6912705000	04.17.26-05.18	04.17.26-05.18.26 US RT 45	05/19/2026	01-350-5411	268.59	.00	
Total COMED #6912705000:					268.59	.00	
COMED-ACCT#2563032000	04.15.26-05.14	04.15.26-05.14.26 604 N MILWAU	05/18/2026	13-300-5410	46.04	.00	
Total COMED-ACCT#2563032000:					46.04	.00	
COMED-ACCT#9272525000	04.15.26-05.14	04.15.26-05.14.26 1250 S RIVER	05/18/2026	13-300-5410	43.58	.00	
Total COMED-ACCT#9272525000:					43.58	.00	
COMPASSION FUNERAL SERVI	2602977	BODY REMOVAL	06/02/2026	01-360-5100	474.00	.00	
Total COMPASSION FUNERAL SERVICES INC:					474.00	.00	
CONSERV FS INC.	101035992	FUEL 5/20/26	05/29/2026	01-350-5751	647.94	.00	
CONSERV FS INC.	101035993	FUEL 5/20/26	05/29/2026	01-350-5751	4,699.59	.00	
Total CONSERV FS INC.:					5,347.53	.00	
CONSTELLATION NEWENERGY	72817849201	04.06.26-05.05.26 711 ELM ST	05/28/2026	01-350-5411	289.10	.00	
Total CONSTELLATION NEWENERGY INC.:					289.10	.00	
CROWNE INDUSTRIES LTD	2310	FUEL TANK TEST	05/29/2026	01-350-5104	1,435.00	.00	
Total CROWNE INDUSTRIES LTD:					1,435.00	.00	
DACRA Adjudication System	2026-05-095	DACRA MONTHLY SERVICE - M	06/03/2026	01-360-5100	1,500.00	.00	
Total DACRA Adjudication System:					1,500.00	.00	
DE LAGE LANDEN FINANCIAL S	596699817	MAY 26 CH COPIER	05/15/2026	01-320-5220	524.98	.00	
DE LAGE LANDEN FINANCIAL S	597220044	JUNE 26 CH COPIER	06/15/2026	01-320-5220	528.98	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,053.96	.00	
DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	01-320-5130	735.28	.00	
DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	01-350-5100	735.28	.00	
DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	01-360-5100	1,715.66	.00	
DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	51-300-5100	735.28	.00	
DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	53-300-5100	980.38	.00	
Total DEKIND COMPUTER CONSULTANTS:					4,901.88	.00	
DELTA DENTAL INSURANCE CO	BE007062575	JUNE 26 - HMO DENTAL	06/01/2026	01-360-4100	106.60	.00	
Total DELTA DENTAL INSURANCE COMPANY:					106.60	.00	
DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - ADMIN JUNE 26	06/01/2026	01-320-4100	36.63	.00	
DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - BUILD JUNE 26	06/01/2026	01-340-4100	19.60	.00	
DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - PW JUNE 26	06/01/2026	01-350-4100	25.38	.00	
DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - PD JUNE 26	06/01/2026	01-360-4100	205.29	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - COUNCIL JUNE 2	06/01/2026	01-310-4100	4.82	.00	
DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - RETIREE JUNE 2	06/01/2026	01-370-4101	29.24	.00	
DELTA DENTAL OF ILLINOIS	2043635	HMO VISION JUNE 26	06/01/2026	01-370-4101	25.20	.00	
DELTA DENTAL OF ILLINOIS	2043635	HMO VISION JUNE 26	06/01/2026	01-360-4100	39.75	.00	
Total DELTA DENTAL OF ILLINOIS:					385.91	.00	
DES PLAINES MATERIAL & SUP	65728	LANDSCAPE MATERIALS	05/29/2026	01-350-5650	589.30	.00	
Total DES PLAINES MATERIAL & SUPPLY:					589.30	.00	
EAGLE POINT GUN T J MORRIS	225679	AMMO	06/02/2026	01-360-5740	820.00	.00	
Total EAGLE POINT GUN T J MORRIS & SONS:					820.00	.00	
EAGLE UNIFORM CO.	52509-3	UNIFORMS - FARINA	05/27/2026	01-360-5741	184.00	.00	
EAGLE UNIFORM CO.	52614-3	UNIFORMS - NEW OFFICER ISS	05/27/2026	01-360-5741	185.00	.00	
EAGLE UNIFORM CO.	52615-3	UNIFORMS - NEW OFFICER ISS	05/27/2026	01-360-5741	508.00	.00	
EAGLE UNIFORM CO.	52662-3	UNIFORMS - FARINA	05/27/2026	01-360-5741	197.00	.00	
EAGLE UNIFORM CO.	52667-3	UNIFORMS - MUSSON	05/27/2026	01-360-5741	160.00	.00	
EAGLE UNIFORM CO.	52673-3	UNIFORMS - COLLINS	05/29/2026	01-360-5741	64.00	.00	
EAGLE UNIFORM CO.	52851-3	UNIFORMS - FARINA	05/29/2026	01-360-5741	42.00	.00	
EAGLE UNIFORM CO.	52856-3	UNIFORMS - NEW OFFICER ISS	05/29/2026	01-360-5741	364.00	.00	
EAGLE UNIFORM CO.	52901-3	UNIFORMS - DEOL	05/29/2026	01-360-5741	52.95	.00	
EAGLE UNIFORM CO.	53115-3	UNIFORMS - CASTELLANOS	06/02/2026	01-360-5741	72.00	.00	
EAGLE UNIFORM CO.	53423-3	UNIFORMS - NEW DESK OFFIC	06/03/2026	01-360-5741	88.00	.00	
EAGLE UNIFORM CO.	53425-3	UNIFORMS - THIBEALT	06/03/2026	01-360-5741	236.00	.00	
Total EAGLE UNIFORM CO.:					2,152.95	.00	
ECCEZION	484799	PROFESSIONAL FEES WOLF R	05/21/2026	30-550-7060	31,000.00	.00	
ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	01-322-5101	7,700.00	.00	
ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	13-300-5101	400.00	.00	
ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	16-300-5101	400.00	.00	
ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	51-300-5101	2,800.00	.00	
ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	53-300-5101	2,800.00	.00	
Total ECCEZION:					45,100.00	.00	
EQ FLOORING INC	1200J	LOWER LEVEL PD FLOORING I	06/02/2026	30-550-7020	16,780.00	.00	
Total EQ FLOORING INC:					16,780.00	.00	
FOOD & ALCOHOL SERVICE TR	2026-10	MAY 26 HEALTH INSP	06/01/2026	01-340-5100	1,410.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					1,410.00	.00	
FP FINANCE PROGRAM	42068931	JUNE 26 POSTAGE MACHINE	05/22/2026	01-320-5200	185.95	.00	
Total FP FINANCE PROGRAM:					185.95	.00	
FRIENDS OF THE PHNRC	20260526	FY2026-27 NRC FUNDING	05/26/2026	01-310-5960	8,200.00	.00	
Total FRIENDS OF THE PHNRC:					8,200.00	.00	
ILLINOIS-AMERICAN WATER C	06.01.26	MAY 26 401 PIPER LN	06/03/2026	01-350-5411	54.92	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total ILLINOIS-AMERICAN WATER CO.:					54.92	.00	
INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	01-320-5410	521.18	.00	
INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	51-300-5412	22.36	.00	
INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	01-350-5410	201.22	.00	
INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	01-360-5410	624.82	.00	
Total INNOVATIVE TELEPHONE & DATA SOLUTION:					1,369.58	.00	
IUOE LOCAL 150 ADMIN	05.31.26	MAY 26 MEMBERSHIP	06/03/2026	01-000-2050	220.14	.00	
IUOE LOCAL 150 ADMIN	05.31.26	MAY 26 ADMIN	06/03/2026	01-000-2050	1,140.81	.00	
Total IUOE LOCAL 150 ADMIN:					1,360.95	.00	
JEFFREY L BAUREIS	04-29-26	MAR - APR 26 ELECTRICAL INS	05/26/2026	01-340-5100	1,698.00	.00	
Total JEFFREY L BAUREIS:					1,698.00	.00	
KUM CHU PARK	5/15/2026	RENTAL REF. 838 JONATHAN 10	05/26/2026	01-130-3411	125.00	.00	
Total KUM CHU PARK:					125.00	.00	
Law Offices of John L. Fiotti	MAY 2026	MAY 26 ADJUDICATION	05/29/2026	01-324-5121	700.00	.00	
Total Law Offices of John L. Fiotti:					700.00	.00	
LUND INDUSTRIES INC	108578	SQUAD 601 REPAIRS	05/27/2026	01-360-5610	300.00	.00	
LUND INDUSTRIES INC	108579	SQUAD 601 BUMPER REMOVAL	05/27/2026	01-360-5610	110.00	.00	
Total LUND INDUSTRIES INC:					410.00	.00	
MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	01-320-4110	33.00	.00	
MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	01-340-4110	24.75	.00	
MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	01-350-4110	80.25	.00	
MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	01-360-4110	222.75	.00	
MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	01-310-4110	8.14	.00	
MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	01-000-2030	199.70	.00	
Total MADISON NATIONAL LIFE:					568.59	.00	
MENARDS	70526	MAILBOX REPAIR	06/02/2026	01-350-5650	256.12	.00	
Total MENARDS:					256.12	.00	
METROPOLITAN ALLIANCE OF	#252 5/2026	MAY 26 MAP 252	06/03/2026	01-000-2050	752.00	.00	
METROPOLITAN ALLIANCE OF	#253 05/2026	MAY 26 MAP 253	06/03/2026	01-000-2050	188.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					940.00	.00	
MICHAEL WAGNER & SONS INC	1031785	PD TOILET REPAIR	05/29/2026	01-350-5710	23.24	.00	
Total MICHAEL WAGNER & SONS INC:					23.24	.00	
MILORAD DERMAN	DERMAN MAY	UNIFORMS - DERMAN	06/03/2026	01-360-5741	209.01	.00	
Total MILORAD DERMAN:					209.01	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
MOE FUNDS	4242965	JUL 26 GARCIA	06/03/2026	51-300-4100	1,099.00	.00	
MOE FUNDS	4242980	JUL 26 SIARRA	06/03/2026	51-300-4100	1,099.00	.00	
MOE FUNDS	4242980	JUL 26 SIARRA	06/03/2026	53-300-4100	1,099.00	.00	
MOE FUNDS	4242985	JUL 26 FAMILY	06/03/2026	51-300-4100	1,676.00	.00	
MOE FUNDS	4242985	JUL 26 FAMILY	06/03/2026	53-300-4100	1,676.00	.00	
MOE FUNDS	4242985	JUL 26 FAMILY	06/03/2026	01-350-4100	10,056.00	.00	
Total MOE FUNDS:					16,705.00	.00	
NAPA AUTO PARTS	452858	LAWN MOWERS AND LANDSCA	05/29/2026	01-350-5650	20.18	.00	
NAPA AUTO PARTS	453278	YELLOW MOWER REPAIR	06/02/2026	01-350-5610	70.62	.00	
Total NAPA AUTO PARTS:					90.80	.00	
NICOR GAS	04.23.26-05.22	04.26.26-05.22.26 401 PIPER LN	05/22/2026	01-350-5410	190.56	.00	
NICOR GAS	04.23.26-05.22	04.23.26-05.22.26 14 E CAMP M	05/22/2026	01-360-5410	109.89	.00	
NICOR GAS	04.23.26-05.22	04.23.26-05.22.26 101 S WOLF R	05/22/2026	52-300-5410	69.47	.00	
NICOR GAS	05212026	NICOR CH	05/29/2026	01-320-5410	249.42	.00	
NICOR GAS	05222026	WELL HOUSE	05/29/2026	51-300-5410	116.35	.00	
Total NICOR GAS:					735.69	.00	
NORTHWEST ELECTRICAL SUP	17674865	LIGHT BULBS	06/02/2026	01-350-5710	173.68	.00	
Total NORTHWEST ELECTRICAL SUPPLY CO:					173.68	.00	
PAUL OLECHNO	PAUL OLECHN	PAUL OLECHNO MAILBOX REIM	06/03/2026	01-320-5501	307.99	.00	
Total PAUL OLECHNO:					307.99	.00	
RUSSO POWER EQUIPMENT IN	SP121551073	LANDSCAPE SUPPLY	06/02/2026	01-350-5650	501.91	.00	
Total RUSSO POWER EQUIPMENT INC.:					501.91	.00	
SAQ CONSULTING INC	006	JUNE 2026 MONTHLY CONSULT	06/03/2026	01-320-5100	3,500.00	.00	
Total SAQ CONSULTING INC:					3,500.00	.00	
SERVICEMASTER CLEANING &	1606	CH CARPET CLEANING	05/29/2026	01-350-5104	1,850.00	.00	
SERVICEMASTER CLEANING &	1607	PD CARPET CLEANING	05/29/2026	01-350-5104	800.00	.00	
Total SERVICEMASTER CLEANING & RESTORATION PRO:					2,650.00	.00	
STAPLES	6064191840	OFFICE SUPPLIES - BUILD	05/21/2026	01-340-5700	219.54	.00	
Total STAPLES:					219.54	.00	
TESKA ASSOCIATES INC.	16192	ZONING CODE UPDATE APR 26	05/26/2026	01-340-5100	480.00	.00	
Total TESKA ASSOCIATES INC.:					480.00	.00	
THE BLUE LINE	48929	LATERAL PO AD	05/27/2026	01-360-5100	547.00	.00	
Total THE BLUE LINE:					547.00	.00	
T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	01-340-7020	82.64	.00	
T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	01-350-5410	369.04	.00	
T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	01-360-5410	696.30	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	13-300-5410	46.42	.00	
Total T-MOBILE:					1,194.40	.00	
TRESSLER LLP-PHL	534065	APR 26 CITY ATTORNEY	05/22/2026	01-324-5120	25,447.00	.00	
TRESSLER LLP-PHL	534065	APR 26 CITY PROSECUTION	05/22/2026	01-324-5122	2,984.50	.00	
Total TRESSLER LLP-PHL:					28,431.50	.00	
TRUGREEN PROCESSING CEN	4550131131(C)	LAWNSERVICES CH	05/29/2026	01-350-5650	55.44	.00	
Total TRUGREEN PROCESSING CENTER:					55.44	.00	
UNIFIRST CORPORATION	1320318467	PW UNIFORMS	05/29/2026	01-350-5104	212.01	.00	
UNIFIRST CORPORATION	1320320382	PW UNIFORMS	06/02/2026	01-350-5104	212.01	.00	
Total UNIFIRST CORPORATION:					424.02	.00	
US Bank St. Paul	3220768 2013	SERIES 2013 INTEREST	06/01/2026	41-400-6010	5,228.75	.00	
US Bank St. Paul	3220768 2013	SERIES 2020 INTEREST	06/01/2026	41-400-6010	20,250.00	.00	
US Bank St. Paul	3220776 2018	SERIEA 2020 INTEREST	06/01/2026	46-400-6010	10,526.25	.00	
Total US Bank St. Paul:					36,005.00	.00	
VERIZON WIRELESS	6142466485	SQUAD LAPTOP INTERNET CA	05/29/2026	01-360-5610	312.48	.00	
VERIZON WIRELESS	6143272537	DEACTIVATED VERIZON ACCO	05/29/2026	01-360-5610	456.12	.00	
VERIZON WIRELESS	6143272537	DEACTIVATED VERIZON ACCO	05/29/2026	01-000-1100	442.33-	.00	
Total VERIZON WIRELESS:					326.27	.00	
WAUSAU EQUIPMENT COMPAN	9965837	PLOW PARTS	06/02/2026	01-350-5632	720.09	.00	
Total WAUSAU EQUIPMENT COMPANY:					720.09	.00	
Grand Totals:					257,524.33	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
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Report Criteria:

- Detail report.
 - Invoices with totals above \$0.00 included.
 - Only unpaid invoices included.
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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-1100 ACCOUNTS RECEIVABLE	VERIZON WIRELESS	6143272537	DEACTIVATED VERIZON ACCO	05/29/2026	442.33-	.00	
01-000-2030 WITHHOLDING INSURAN	MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	199.70	.00	
01-000-2050 UNION DUES	IUOE LOCAL 150 ADMIN	05.31.26	MAY 26 MEMBERSHIP	06/03/2026	220.14	.00	
01-000-2050 UNION DUES	IUOE LOCAL 150 ADMIN	05.31.26	MAY 26 ADMIN	06/03/2026	1,140.81	.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	#252 5/2026	MAY 26 MAP 252	06/03/2026	752.00	.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	#253 05/2026	MAY 26 MAP 253	06/03/2026	188.00	.00	
Total :					2,058.32	.00	
BUILDING & ZONING FEES							
01-130-3411 INSPECTIONS - RENTAL	KUM CHU PARK	5/15/2026	RENTAL REF. 838 JONATHAN 10	05/26/2026	125.00	.00	
Total BUILDING & ZONING FEES:					125.00	.00	
CITY COUNCIL & BOARDS							
01-310-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - COUNCIL JUNE 2	06/01/2026	4.82	.00	
01-310-4110 LIFE INSURANCE COUN	MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	8.14	.00	
01-310-5960 NRC OPERATIONS	FRIENDS OF THE PHNRC	20260526	FY2026-27 NRC FUNDING	05/26/2026	8,200.00	.00	
Total CITY COUNCIL & BOARDS:					8,212.96	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - ADMIN JUNE 26	06/01/2026	36.63	.00	
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	33.00	.00	
01-320-5100 PROFESSIONAL SERVIC	AMERICAN LEGAL PUBLISHING	51117	2026 S-7 SUPPLEMENT PAGES	05/21/2026	4,500.47	.00	
01-320-5100 PROFESSIONAL SERVIC	SAQ CONSULTING INC	006	JUNE 2026 MONTHLY CONSULT	06/03/2026	3,500.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	735.28	.00	
01-320-5200 POSTAGE	FP FINANCE PROGRAM	42068931	JUNE 26 POSTAGE MACHINE	05/22/2026	185.95	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	596699817	MAY 26 CH COPIER	05/15/2026	524.98	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	597220044	JUNE 26 CH COPIER	06/15/2026	528.98	.00	
01-320-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	521.18	.00	
01-320-5410 UTILITIES	NICOR GAS	05212026	NICOR CH	05/29/2026	249.42	.00	
01-320-5501 INSURANCE DEDUCTIBL	PAUL OLECHNO	PAUL OLECHN	PAUL OLECHNO MAILBOX REIM	06/03/2026	307.99	.00	
Total ADMINISTRATION:					11,123.88	.00	
FINANCE							
01-322-5101 AUDIT & FINANCE FEES	ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	7,700.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FINANCE:					7,700.00	.00	
LEGAL							
01-324-5120 CITY ATTORNEY	TRESSLER LLP-PHL	534065	APR 26 CITY ATTORNEY	05/22/2026	25,447.00	.00	
01-324-5121 ADJUDICATION ATTORN	Law Offices of John L. Fiotti	MAY 2026	MAY 26 ADJUDICATION	05/29/2026	700.00	.00	
01-324-5122 CITY PROSECUTOR	TRESSLER LLP-PHL	534065	APR 26 CITY PROSECUTION	05/22/2026	2,984.50	.00	
Total LEGAL:					29,131.50	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - BUILD JUNE 26	06/01/2026	19.60	.00	
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	24.75	.00	
01-340-5100 PROFESSIONAL SERVIC	B & F CONSTRUCTION CODE S	22282	PLBG INSP MAR 2026	05/27/2026	111.65	.00	
01-340-5100 PROFESSIONAL SERVIC	B & F CONSTRUCTION CODE S	22418	PLBG INSPECTION APRIL 2026	05/29/2026	834.25	.00	
01-340-5100 PROFESSIONAL SERVIC	B & F CONSTRUCTION CODE S	71767	PLBG REVIEW 9 E EDWARD	05/26/2026	160.00	.00	
01-340-5100 PROFESSIONAL SERVIC	B & F CONSTRUCTION CODE S	71777	PLBG INSP 126 GOLFFVIEW	05/26/2026	160.00	.00	
01-340-5100 PROFESSIONAL SERVIC	B & F CONSTRUCTION CODE S	71793	PLBG REVIEW 1217 N RAND	05/26/2026	277.50	.00	
01-340-5100 PROFESSIONAL SERVIC	B & F CONSTRUCTION CODE S	71855	PLBG REVIEW 934 E OLD WILL	05/29/2026	160.00	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2026-10	MAY 26 HEALTH INSP	06/01/2026	1,410.00	.00	
01-340-5100 PROFESSIONAL SERVIC	JEFFREY L BAUREIS	04-29-26	MAR - APR 26 ELECTRICAL INS	05/26/2026	1,698.00	.00	
01-340-5100 PROFESSIONAL SERVIC	TESKA ASSOCIATES INC.	16192	ZONING CODE UPDATE APR 26	05/26/2026	480.00	.00	
01-340-5700 OFFICE SUPPLIES	STAPLES	6064191840	OFFICE SUPPLIES - BUILD	05/21/2026	219.54	.00	
01-340-7020 EQUIPMENT	T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	82.64	.00	
Total BUILDING DEPARTMENT:					5,637.93	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - PW JUNE 26	06/01/2026	25.38	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	4242985	JUL 26 FAMILY	06/03/2026	10,056.00	.00	
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	80.25	.00	
01-350-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	735.28	.00	
01-350-5104 PROF SERVICES - BUILD	CROWNE INDUSTRIES LTD	2310	FUEL TANK TEST	05/29/2026	1,435.00	.00	
01-350-5104 PROF SERVICES - BUILD	SERVICEMASTER CLEANING &	1606	CH CARPET CLEANING	05/29/2026	1,850.00	.00	
01-350-5104 PROF SERVICES - BUILD	SERVICEMASTER CLEANING &	1607	PD CARPET CLEANING	05/29/2026	800.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320318467	PW UNIFORMS	05/29/2026	212.01	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320320382	PW UNIFORMS	06/02/2026	212.01	.00	
01-350-5410 UTILITIES	COMED - ACCT #5306644000	04.15.26-05.14	04.15.26-05.14.26 1 S APPLE DR	05/18/2026	61.12	.00	
01-350-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	201.22	.00	
01-350-5410 UTILITIES	NICOR GAS	04.23.26-05.22	04.26.26-05.22.26 401 PIPER LN	05/22/2026	190.56	.00	
01-350-5410 UTILITIES	T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	369.04	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5411 WATER AND ELECTRIC P	COMED #3615882000	04.17.26-05.18	04.17.26-05.18.26 0 COR EUCLI	05/19/2026	147.42	.00	
01-350-5411 WATER AND ELECTRIC P	COMED #6912705000	04.17.26-05.18	04.17.26-05.18.26 US RT 45	05/19/2026	268.59	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	72817849201	04.06.26-05.05.26 711 ELM ST	05/28/2026	289.10	.00	
01-350-5411 WATER AND ELECTRIC P	ILLINOIS-AMERICAN WATER C	06.01.26	MAY 26 401 PIPER LN	06/03/2026	54.92	.00	
01-350-5610 EQUIPMENT MAINTENAN	NAPA AUTO PARTS	453278	YELLOW MOWER REPAIR	06/02/2026	70.62	.00	
01-350-5632 ICE CONTROL MAINTEN	WAUSAU EQUIPMENT COMPAN	9965837	PLOW PARTS	06/02/2026	720.09	.00	
01-350-5650 LANDSCAPE SUPPLIES	DES PLAINES MATERIAL & SUP	65728	LANDSCAPE MATERIALS	05/29/2026	589.30	.00	
01-350-5650 LANDSCAPE SUPPLIES	MENARDS	70526	MAILBOX REPAIR	06/02/2026	256.12	.00	
01-350-5650 LANDSCAPE SUPPLIES	NAPA AUTO PARTS	452858	LAWN MOWERS AND LANDSCA	05/29/2026	20.18	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSSO POWER EQUIPMENT IN	SP121551073	LANDSCAPE SUPPLY	06/02/2026	501.91	.00	
01-350-5650 LANDSCAPE SUPPLIES	TRUGREEN PROCESSING CEN	4550131131(C	LAWNSERVICES CH	05/29/2026	55.44	.00	
01-350-5710 OPERATING SUPPLIES	MICHAEL WAGNER & SONS INC	1031785	PD TOILET REPAIR	05/29/2026	23.24	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17674865	LIGHT BULBS	06/02/2026	173.68	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	101035992	FUEL 5/20/26	05/29/2026	647.94	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	101035993	FUEL 5/20/26	05/29/2026	4,699.59	.00	
Total PUBLIC WORKS:					24,746.01	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	BLUECROSS BLUESHIEDL OF I	JUNE 26	JUNE 26 HMO/MEDICAL	06/01/2026	5,769.11	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL INSURANCE CO	BE007062575	JUNE 26 - HMO DENTAL	06/01/2026	106.60	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - PD JUNE 26	06/01/2026	205.29	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	2043635	HMO VISION JUNE 26	06/01/2026	39.75	.00	
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1774777	EMPLOYEE LIFE INS JUNE 26 -	06/01/2026	222.75	.00	
01-360-5100 PROFESSIONAL SERVIC	COMPASSION FUNERAL SERVI	2602977	BODY REMOVAL	06/02/2026	474.00	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA Adjudication System	2026-05-095	DACRA MONTHLY SERVICE - M	06/03/2026	1,500.00	.00	
01-360-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	1,715.66	.00	
01-360-5100 PROFESSIONAL SERVIC	THE BLUE LINE	48929	LATERAL PO AD	05/27/2026	547.00	.00	
01-360-5330 TRAINING	AXON ENTERPRISE INC.	INUS445814	TASER TRAINING - COGLIANES	05/27/2026	895.00	.00	
01-360-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	624.82	.00	
01-360-5410 UTILITIES	NICOR GAS	04.23.26-05.22	04.23.26-05.22.26 14 E CAMP M	05/22/2026	109.89	.00	
01-360-5410 UTILITIES	T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	696.30	.00	
01-360-5610 EQUIPMENT MAINTENAN	LUND INDUSTRIES INC	108578	SQUAD 601 REPAIRS	05/27/2026	300.00	.00	
01-360-5610 EQUIPMENT MAINTENAN	LUND INDUSTRIES INC	108579	SQUAD 601 BUMPER REMOVAL	05/27/2026	110.00	.00	
01-360-5610 EQUIPMENT MAINTENAN	VERIZON WIRELESS	6142466485	SQUAD LAPTOP INTERNET CA	05/29/2026	312.48	.00	
01-360-5610 EQUIPMENT MAINTENAN	VERIZON WIRELESS	6143272537	DEACTIVATED VERIZON ACCO	05/29/2026	456.12	.00	
01-360-5740 RANGE SUPPLIES	EAGLE POINT GUN T J MORRIS	225679	AMMO	06/02/2026	820.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52509-3	UNIFORMS - FARINA	05/27/2026	184.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52614-3	UNIFORMS - NEW OFFICER ISS	05/27/2026	185.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52615-3	UNIFORMS - NEW OFFICER ISS	05/27/2026	508.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52662-3	UNIFORMS - FARINA	05/27/2026	197.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52667-3	UNIFORMS - MUSSON	05/27/2026	160.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52673-3	UNIFORMS - COLLINS	05/29/2026	64.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52851-3	UNIFORMS - FARINA	05/29/2026	42.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52856-3	UNIFORMS - NEW OFFICER ISS	05/29/2026	364.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	52901-3	UNIFORMS - DEOL	05/29/2026	52.95	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	53115-3	UNIFORMS - CASTELLANOS	06/02/2026	72.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	53423-3	UNIFORMS - NEW DESK OFFIC	06/03/2026	88.00	.00	
01-360-5741 CLOTHING	EAGLE UNIFORM CO.	53425-3	UNIFORMS - THIBEAULT	06/03/2026	236.00	.00	
01-360-5741 CLOTHING	MILORAD DERMAN	DERMAN MAY	UNIFORMS - DERMAN	06/03/2026	209.01	.00	
Total PUBLIC SAFETY:					17,266.73	.00	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	2043620	PPO VISION - RETIREE JUNE 2	06/01/2026	29.24	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	2043635	HMO VISION JUNE 26	06/01/2026	25.20	.00	
Total REIMBURSABLE EXP:					54.44	.00	
Total GENERAL FUND:					106,056.77	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT EXPENSES							
13-300-5101 AUDIT	ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	400.00	.00	
13-300-5310 MEMBERSHIPS	CHICAGO NORTH SHORE CVB	6419	FY2027 ANNUAL CVB	07/01/2026	49,565.66	.00	
13-300-5410 UTILITIES	COMED-ACCT#2563032000	04.15.26-05.14	04.15.26-05.14.26 604 N MILWAU	05/18/2026	46.04	.00	
13-300-5410 UTILITIES	COMED-ACCT#9272525000	04.15.26-05.14	04.15.26-05.14.26 1250 S RIVER	05/18/2026	43.58	.00	
13-300-5410 UTILITIES	T-MOBILE	05.26 9849651	04.21-05.20.26	06/03/2026	46.42	.00	
Total EXPENSES:					50,101.70	.00	
Total TOURISM DISTRICT:					50,101.70	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND							
EXPENSES							
16-300-5101 AUDIT	ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	400.00	.00	
16-300-5610 EQUIPMENT MAINTENAN	ATECH SURVEILLANCE LLC	INV0662	NEW PD CAMERAS AND DVR	05/29/2026	2,393.50	.00	
Total EXPENSES:					2,793.50	.00	
Total DEA SEIZURE FUND:					2,793.50	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5							
EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	COMED - ACCT #1165283000	04.15.26-05.14	04.15.26-05.14.26 PIPER/WIMBL	05/18/2026	183.32	.00	
25-300-5050 SYSTEM MAINTENANCE	COMED #6059851222	04.15.26-05.14	04.15.26-05.14.26 900 E OLD WI	05/18/2026	94.79	.00	
Total EXPENSES:					278.11	.00	
Total SSA #5:					278.11	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CAPITAL IMPROVEMENTS							
30-550-7020 CITY IMPROVEMENTS/E	EQ FLOORING INC	1200J	LOWER LEVEL PD FLOORING I	06/02/2026	16,780.00	.00	
30-550-7060 SIDEWALKS	ECCEZION	484799	PROFESSIONAL FEES WOLF R	05/21/2026	31,000.00	.00	
Total :					47,780.00	.00	
Total CAPITAL IMPROVEMENTS:					47,780.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION DEBT							
DEBT SERVICE							
41-400-6010 INTEREST	US Bank St. Paul	3220768 2013	SERIES 2013 INTEREST	06/01/2026	5,228.75	.00	
41-400-6010 INTEREST	US Bank St. Paul	3220768 2013	SERIES 2020 INTEREST	06/01/2026	20,250.00	.00	
Total DEBT SERVICE:					25,478.75	.00	
Total ROAD CONSTRUCTION DEBT:					25,478.75	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #6 DEBT							
DEBT SERVICE							
46-400-6010 INTEREST	US Bank St. Paul	3220776 2018	SERIEA 2020 INTEREST	06/01/2026	10,526.25	.00	
Total DEBT SERVICE:					10,526.25	.00	
Total SSA #6 DEBT:					10,526.25	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	4242965	JUL 26 GARCIA	06/03/2026	1,099.00	.00	
51-300-4100 HEALTH INSURANCE	MOE FUNDS	4242980	JUL 26 SIARRA	06/03/2026	1,099.00	.00	
51-300-4100 HEALTH INSURANCE	MOE FUNDS	4242985	JUL 26 FAMILY	06/03/2026	1,676.00	.00	
51-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	735.28	.00	
51-300-5101 AUDIT	ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	2,800.00	.00	
51-300-5410 UTILITIES	NICOR GAS	05222026	WELL HOUSE	05/29/2026	116.35	.00	
51-300-5412 WATER	INNOVATIVE TELEPHONE & DA	1279632	JUNE 26 SERVICE	06/01/2026	22.36	.00	
Total EXPENSES:					7,547.99	.00	
Total WATER FUND:					7,547.99	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND EXPENSES							
52-300-5410 UTILITIES	COMED - ACCT #0767814000	04.15.26-05.14	04.15.26-05.14.26 WOLF/KENSI	05/18/2026	80.17	.00	
52-300-5410 UTILITIES	COMED - ACCT #4546302111	04.15.26-05.14	04.15.26-05.14.26 101 S WOLF R	05/18/2026	147.55	.00	
52-300-5410 UTILITIES	COMED - ACCT #5019434111	04.15.26-05.14	04.15.26-05.14.26 WOLF/EUCLID	05/18/2026	108.69	.00	
52-300-5410 UTILITIES	NICOR GAS	04.23.26-05.22	04.23.26-05.22.26 101 S WOLF R	05/22/2026	69.47	.00	
Total EXPENSES:					405.88	.00	
Total PARKING FUND:					405.88	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND EXPENSES							
53-300-4100 HEALTH INSURANCE	MOE FUNDS	4242980	JUL 26 SIARRA	06/03/2026	1,099.00	.00	
53-300-4100 HEALTH INSURANCE	MOE FUNDS	4242985	JUL 26 FAMILY	06/03/2026	1,676.00	.00	
53-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	45318	DEKIND JULY 26	06/01/2026	980.38	.00	
53-300-5101 AUDIT & ACCTG SERVIC	ECCEZION	484799	FY 25 AUDIT FEES	05/21/2026	2,800.00	.00	
Total EXPENSES:					6,555.38	.00	
Total SANITARY SEWER FUND:					6,555.38	.00	
Grand Totals:					257,524.33	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	106,056.77	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	50,101.70	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	2,793.50	.00	
SSA #5			
Total SSA #5:	278.11	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	47,780.00	.00	
ROAD CONSTRUCTION DEBT			
Total ROAD CONSTRUCTION DEBT:	25,478.75	.00	
SSA #6 DEBT			
Total SSA #6 DEBT:	10,526.25	.00	
WATER FUND			
Total WATER FUND:	7,547.99	.00	
PARKING FUND			
Total PARKING FUND:	405.88	.00	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	6,555.38	.00	
Grand Totals:	257,524.33	.00	