CITY COUNCIL REGULAR MEETING
AGENDA
MARCH 25, 2013
6:30 p.m.
City Hall
Prospect Heights, IL 60070

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE – Alderman Williamson

IV. INVOCATION – Alderman Higgins

V. PRESENTATIONS

Prospect Heights New Website Introduction - Robert Sabo & George Giese

VI. CLOSED SESSION

VII. RESIDENTS COMMENTS (Agenda Matters)

VIII. STAFF AND ELECTED OFFICIALS REPORTS

Chicago Executive Airport – William Kearns
City Administrator - Anne Marrin
Police Chief - Jamie Dunne
City Engineer/Public Works Director - Jim Johnson
Director, Building & Zoning - Steve Skiber
City Treasurer - Rich Tibbits
City Clerk - Stacey Adamson
Aldermen
John Styler
Pat Ludvigsen
Scott Williamson
Bree Higgins
Luis Mendez
Mayor - Nicholas J. Helmer

IX. ADOPTION OF CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless an Alderman or citizen so requests, in which event the item will be removed from the general order of business and considered under the Approval of Exceptions.

A. Approval of Minutes, Regular City Council Meeting, March 11, 2013.
B. Approval of Minutes, Budget Workshop, February 16, 2013.

X. APPROVAL OF EXCEPTIONS

XI. APPROVAL OF CONTRACTS

C. Approval of a Renewal Agreement with Energy Choices for Electrical Rates.

XII. LEGISLATION

D. A Resolution Declaring Wednesday May 8, 2013, the 25th Annual Senior Celebration Day at Arlington Racecourse.
E. An Ordinance Amending Title 2, Chapter 3, Section 9 of the Prospect Heights City Code for the Allowance of a Class C-3 Liquor License with Specific Hours for Restaurant Establishments (Waiver of 1st Reading).
F. An Ordinance Amending the Number of Class A Liquor Licenses - Reduction for Hangar 21 (Waiver of 1st Reading).

XIII. APPROVAL OF EXPENDITURES

G. Approval of Warrants

General Fund	$117,432.73
MFT Fund	$5,706.86
Palatine/Milwaukee TIF	$2,436.00
Convention & Visitors Bureau	$0.00
Development Fund	$795.30
Non-Home Rule Sales Tax Fund	$0.00
DEA Fund	$2,450.00
Solid Waste Fund	$0.00
SS Area #1	$0.00
SS Area #2	$0.00
SS Area #3	$0.00
SS Area #4	$0.00
SS Area #5	$0.00
SS Area #8 – Levee Wall #37	$208.16
SS Area-Constr #6 (Water Main)	$0.00
SS Area- Debt #6	$0.00
Road Construction	$2,320.50
Water Fund	$23,242.30
Parking Fund	$137.53
Road/Building Bond Escrow	$2,402.00
TOTAL Expenditures	$157,131.38
Wire Payments, Service Charges, & Payroll	$22,730.96
TOTAL	**$179,862.34**

XIV. COMMITTEE APPOINTMENTS

H. Reappointment of Joseph Fiorito to the Fire/Police Commission.
I. Appointment of Betty Cloud to the Economic/Business Development Committee.

XV. RESIDENTS COMMENTS (Non Agenda Matters)

XVI. UNFINISHED BUSINESS

J. Continued Discussion of Player's Pub and Grill for TIF Project.

XVII. NEW BUSINESS

K. Consideration of Whether to Conduct a Committee of the Whole Meeting.

XVIII. ADJOURNMENT

POSTED: March 21, 2013 4:30 p.m. by Robert Sabo, Deputy Clerk

This meeting will be televised on the following Prospect Heights Cable Channels:
Comcast and WOW Channel 17and AT&T U-verse Channel 99

C

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: March 25, 2012

Re: Electrical Rates for City Hall Property-Savings Program

Issue: Last year, the City Council approved an Electrical Savings Program through Energy Choices and contracted with Constellation Energy for lower electrical rates. The contract is up on May 1, 2013 and staff directed them to once again go out for bid for the lowest rates. Attached is the bid pricing sheet showing that Constellation is offering the lowest rates.

The locations are as follows:

801 E. Camp McDonald Road	Pumphouse	Hourly Rate
101 S. Wolf Road	Metra Station	Usage Rate
Corner Piper and Wimbleton	Transfer	Usage Rate
31-33 Palatine Road	Building	Usage Rate
Wolf Rd. 1 N. Kensington	Metra Lighting	Usage Rate
Wolf Rd. 3 N. Euclid	Metra Lighting	Usage Rate
1 S. Apple Drive	Street Lights	Usage Rate

We have also added in the new Levee 37 (new pump station at 651 N. Milwaukee).

This program has been most effective showing a savings in electrical billing of more than $20,000 for last year for all city wide buildings and stations.

Recommendation: Staff is requesting that the Council allow the City Administrator to enter into a renewal of a one year contract with Energy Choices for the Constellation lower rates and a continued savings of electrical expenditures for Fiscal Year 2013-14.

03/25/2013: Attachments: Rate Sheets/Contract

Constellation
An Exelon Company

Agreement is Not Valid Unless Executed by CNE

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

CITY OF PROSPECT HEIGHTS ("Customer") AND CONSTELLATION NEWENERGY, INC. ("CNE") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to CNE, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed

The contract prices contained in the Account Schedule include CNE's credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Real Time Locational Based Marginal Price ("LMP") (or in NYISO Zone J, the ISO-published Day Ahead LMP) + $.01500/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges unless we agree otherwise. All amounts charged are due in full within 45 days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 1-888-635-0827, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

Commonwealth Edison	**COMED**	**1-800-334-7661**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

By:
Name:
Title:

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Fax: **(888) 829-8738**
Phone: **(888) 635-0827**

Customer: City of Prospect Heights

By:______________________________

Name:
Title:
Date: ______________
Address: 8 N. Elmhurst **Rd.**
Prospect Heights, IL 60070

Fax:
Phone:
Email:

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will determine your monthly Ancillary Services And Other ISO Costs based on your $/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be calculated as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by your applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO on load served by us in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) we incur for each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed", the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through", the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or **"NTOU"** means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by us by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or **"Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

"Transmission Loss Credits" means your share of amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us in an amount equal to two (2) times the amount of the highest monthly invoices for each Account during the twelve months immediately preceding our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us, or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

7. Indemnification obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will <u>not rely</u> on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement and any TC, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

ACCOUNT SCHEDULE:
For: City of Prospect Heights
The Pricing set forth below is only valid until 5:00 PM Central Time on March 21, 2013

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. Of COMED Service Accounts: 8

UDC Account Number	Service Address	Start Date	End Date	Fixed Energy Price ($/kWh)
0122149053	651 N. Milwaukee, Prospect Heights, IL 600702353	06/13/13	12/11/14	$0.05283
0179716002	801 E Camp Mcdonald Rd, Prospect Heights, IL 60070	06/04/13	12/02/14	$0.05283
2443144010	101 S Wolf Rd, Prospect Heights, IL 600701750	06/13/13	12/11/14	$0.05283
3963129118	0corner Piper, And Wimbleton, Prospect Heights, IL 60070	06/13/13	12/11/14	$0.05283
4143108092	31-1 E Palatine Rd, Prospect Heights, IL 600703506	06/13/13	12/11/14	$0.05283
4311102006	Es Wolf, 1n Kensington, Prospect Heights, IL 60070	06/13/13	12/11/14	$0.05283
4311103003	Es Wolf 3n Euclid, Prospect Heights, IL 60070	06/13/13	12/11/14	$0.05283
4395721010	1 S Apple Dr, Prospect Heights, IL 60070	06/13/13	12/11/14	$0.05283

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888) 829-8738.

Payments to Certain Third-Parties: Customer acknowledges and understands that:

- We are making a payment to Economic Energy in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Economic Energy
- Economic Energy is acting on your behalf as Customer's representative and is **not** a representative or agent of CNE.

Customer should direct any questions regarding such fee to Economic Energy.

energy choices

VILLAGE OF PROSPECT HEIGHTS

Address	Account	12 Month kWh	Current Price	Constellation Energy Price ($/kWh)	Ameren Energy Price ($/kWh)	Integrys Energy Price ($/kWh)
801 E. Camp MacDonald Road	0179716002	28,484.0	$0.04436	$0.05283	$0.05427	$0.05467
101 S. Wolf Rd.	2443144010	21,047.0	$0.04436	$0.05283	$0.05427	$0.05467
0 Corner Piper Wimbleton	3963129118	3,210.0	$0.04436	$0.05283	$0.05427	$0.05467
31-1 E. Palatine Rd.	4143108092	1,080.0	$0.04436	$0.05283	$0.05427	$0.05467
ES Wolf 1N Kensington	4311102006	22,910.0	$0.04436	$0.05283	$0.05427	$0.05467
ES Wolf 3N Euclid	4311103003	28,795.0	$0.04436	$0.05283	$0.05427	$0.05467
1 S. Apple Dr.	4395721010	5,664.0	$0.04436	$0.05283	$0.05427	$0.05467
651 N. Milwaukee	0122149053	8,460.0	$0.08460	$0.05283	$0.05427	$0.05467

D

Prospect Heights

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: March 25, 2013

Re: Resolution of Support for Senior Celebration Day May 8, 2013

Issue: The Township High School District 214 is sponsoring the annual Senior Celebration Day at Arlington Racecourse on May 8, 2013. The City of Prospect Heights has always participated in this event and will do so again this year. District 214 is requesting all participants to pass a resolution of support for this year's event.

03/23/13 Attachments: Letter of Request/Resolution

C

RESOLUTION NO. _____

WHEREAS, education is a lifelong process: and

WHEREAS, public education is a community enterprise, and community education philosophy advocates full use of public facilities, programs and services by every age group in the community; and

WHEREAS, the skills, talents and experiences of senior citizens are untapped resources in many communities and intergenerational cooperation promotes efficient use of human resources; and

WHEREAS, community education promotes the use of community resources, community volunteers in schools, senior citizen centers and community agencies, and maximizes the use of human resources to provide educational opportunities for community residents of all ages; and

WHEREAS, the goal of community education is to promote a sharing, caring learning community; and

WHEREAS, senior citizens have earned our respect and recognition for their past accomplishments, and their present and future contributions; and

WHEREAS, Senior Celebration Day is co-sponsored by Township High School District 214 Community Education, Arlington Park Racecourse and the City of Prospect Heights to encourage and develop programs and activities to meet the needs of all the residents in High School District 214 and the City of Prospect Heights.

NOW THEREFORE, I, Mayor Nicholas J. Helmer, do hereby proclaim May 8, 2013, as a day in recognition of the Twenty-Fifth Annual Senior Celebration Day, and call upon the residents of High School District 214 and the City of Prospect Heights, to recognize and celebrate the bonds they have discovered, the partnership they have formed, and the sense of community they have strengthened through community educations programs.

PASSED AND APPROVED this _____ day of ____________________, 2013.

____
Mayor

ATTEST:

____
City Clerk

AYES:
NAYS:
ABSENT:

RESOLUTION NO. _____

WHEREAS, education is a lifelong process: and

WHEREAS, public education is a community enterprise, and community education philosophy advocates full use of public facilities, programs and services by every age group in the community; and

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PASSED AND APPROVED this _____ day of ____________________, 2013.

____
Mayor

ATTEST:

____
City Clerk

AYES:
NAYS:
ABSENT:

2121 S. Goebbert Road
Arlington Heights, IL 60005

847.718.7700 • (fax) 847.718.7713
email: ce@d214.org • web: www.ce214.org

CommunityEducation
TOWNSHIP HIGH SCHOOL DISTRICT 214

Dr. David R. Schuler
Superintendent, District 214

Michael S. Field
Director, Community Education

25th ANNUAL
SENIOR CELEBRATION DAY - MAY 8, 2013

March 13, 2013

Mr. Nicholas Helmer
Mayor
City of Prospect Heights
14 E. Camp McDonald Road
Prospect Heights, IL 60070

Dear Nick,

Township High School District 214 Community Education, along with local Senior Services agencies, is proud to sponsor the 25th Annual Senior Celebration Day on Wednesday, May 8, 2013, at Arlington Park Racecourse.

As you may know, the purpose of the annual Senior Celebration Day is to honor and highlight the value of local senior citizens, and the contributions they have made to their respective communities. Additionally, this event is intended to increase awareness of the various programs, services, and options available to older adults.

The Senior Celebration Committee invites you to participate again this year. We will forward a complete schedule of the day as soon as we have verified all participants. We would appreciate your cooperation in issuing a resolution that indicates your support for the day. Enclosed is a sample resolution for you to follow, or you may use your own. We ask that you do not put the proclamation in a frame.

Please return the completed resolution to Barbara Bergquist at District 214 Community Education, 2121 S. Goebbert Road, Arlington Heights, IL 60005. The resolution should be submitted by May 1st. If you have any questions, please feel free to call me at 847-718-7706. The seniors of your community, as well as our entire committee, appreciate your support.

Sincerely,

Michael S. Field

bcb
C: Committee Members

25th Annual
SENIOR CELEBRATION DAY - MAY 8, 2013

WHEREAS, education is a lifelong process; and

WHEREAS, public education is a community enterprise, and community education philosophy advocates full use of public facilities, programs and services by every age group in the community; and

WHEREAS, the skills, talents and experiences of senior citizens are untapped resources in many communities and intergenerational cooperation promotes efficient use of human resources; and

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WHEREAS, the goal of community education is to promote a sharing, caring, learning community; and

WHEREAS, senior citizens have earned our respect and recognition for their past accomplishments, and their present and future contributions; and

WHEREAS, Senior Celebration Day is co-sponsored by Township High School District 214 Community Education, Arlington Park Racecourse and __your city, etc.______ to encourage and develop programs and activities to meet the needs of all the residents in High School District 214 and __your city, etc.____ .

NOW, THEREFORE, I, _______________ , do hereby proclaim May 8, 2013, as a day in recognition of the **Twenty-Fifth Annual Senior Celebration Day**, and call upon the residents of High School District 214 and ______your city, etc.______ to recognize and celebrate the bonds they have discovered, the partnership they have formed, and the sense of community they have strengthened through community education programs.

DATED, this _______ day of ________, 2013

____

____

E

Prospect Heights

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: March 25, 2013

Re: Ordinance Creating a Class C-3 Liquor License

Issue: The City Council directed staff to create **a** new class of liquor license similar to a C-1 but with hours of 8:00 a.m. to midnight, Sunday through Thursday, and 8:00 a.m. to 1:00 a.m. Friday and Saturday. Attached is the ordinance and the current license class listings for your review.

Alderman Mendez requested a Waiver of First Reading during the meeting.

03/23/13 Attachments: Ordinance/Current License Listings

3

ORDINANCE NO. O-13-___
An Ordinance Amending Title 2
of the Prospect Heights City Code
(Chapter 3 – Liquor Control)

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

Section 1. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-8, Classification of Licenses, of the Prospect Heights City Code, as amended, is hereby further amended with deletions in strikethrough and additions in underline text so that the same shall be read as follows:

2-3-8: CLASSIFICATION OF LICENSES:

A. Class A Licenses: Class A licenses which shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises. If the premises is a hotel, packaged liquor may be sold to guests of the hotel. (Ord. 0-95-44, 10-16-1995)

Class A-1 Licenses: Class A-1 licenses shall authorize the retail sales on the premises of beer and wine only for consumption on the premises in a bowling alley only. (Ord. 0-99- 19, 8-16-1999, eff. 8-26-1999)

Class A-2 Licenses: Class A-2 licenses shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises. (Ord. 0-03-52, 12-1- 2003, eff. 12-11-2003)

Class A-3 Licenses: Class A-3 licenses shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises during the hours set forth in section 2-3-9 of this chapter. The holder of a class A-3 license may petition the local liquor commissioner for a temporary extended hours permit to allow extended hours not later than four o'clock (4:00) A.M. on any one day Sunday through Thursday. Said petition must be in writing and delivered to the local liquor commissioner not less than fourteen (14) days prior to the date on which the licensee desires extended hours. An extended hours permit granted under this section shall be valid only for the single date specified on the permit. Extended hours under this subsection may be granted in the sole discretion of the local liquor commissioner and shall not be deemed a right of the licensee. (Ord. 0-11-20, 6-27-2011)

B. Class B Licenses: Class B licenses which shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises where sold.

If said sale of alcoholic liquor is carried out on premises which are utilized primarily for other retail sales activities, the sale of such liquor shall be confined to an area which is separated from the other retail sales activity.

The sale of such liquor shall be confined to an area which is separated from the other retail portions of the premises by a suitable enclosure or partition of such design and construction as may be approved by the local liquor control commissioner. No class B license outstanding on the effective date of this section shall be renewed upon its expiration unless such approved enclosure or partition has been constructed. (Ord. 0-95- 44, 10-16-1995)

C. Class B-1 And B-2 Licenses:

1. Class B-1 Licenses: Class B-1 licenses which shall authorize the retail sale of wine and beer, but not for consumption on the premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises.

2. Class B-2 Licenses: Class B-2 licenses which shall authorize the retail sale of wine and beer, but not for consumption on premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises, during hours of operation which differ from the B-1 classification.

3. Separate Area For Sales: If said sale of wine or beer is carried out on premises which are utilized primarily for other retail sales activities, the sale of such liquor shall be confined to an area which is separated from the other retail sales activity. The sale of such wine or beer shall be confined to an area which is separated from the other retail portions of the premises by a suitable enclosure or partition of such design and construction as may be approved by the local liquor control commissioner. No class B-1 or B-2 license outstanding on the effective date of this section shall be renewed upon its expiration unless such approved enclosure or partition has been constructed. (Ord. 0-07-28, 7-9-2007)

D. Class C Licenses: Class C licenses which shall authorize the retail sale, in restaurants only, of alcoholic liquor for consumption on the premises where sold. Such licenses may be issued to and retained by those establishments which:

1. Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and

2. Offer their patrons full and complete meals, including a dinner menu.

No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant or are operated as a "fast food restaurant" as defined in this chapter. Without limiting the generality of the foregoing, limited food service, such as provided by lounges, luncheonettes, diners, coffee shops, drive-ins, etc., do not satisfy the requirements for this license classification.

E. Class C-1 Licenses: Class C-1 licenses which shall authorize the retail sale of wine and beer in restaurants only, for consumption on the premises where sold. Such licenses may be issued and retained by those establishments which:

1. Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and

2. Offer their patrons meals.

No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant. (Ord. 0-95-44, 10-16-1995)

F. Class C-2 Licenses: Class C-2 licenses which shall authorize the retail sale of alcoholic liquor in restaurants only, without a bar or cocktail lounge area for consumption on the premises where sold. Such licenses may be issued and retained by those establishments which:

1. Are located within the boundaries of the area commonly referred to as the Prospect Crossing TIF area and have a square footage of not less than seven thousand (7,000) square feet; and

2. Meet all the requirements set forth in subsection D of this section for class C licenses. (Ord. 0-01-05, 2-20-2001, eff. 3-2-2001)

G. Class C-3 Licenses: Class C-3 licenses be the same as Class C-1 licenses in all respects except for the hours of operation which shall be as set forth in section 2-3-9.

~~G~~ **H**. Class D Licenses: Class D licenses which shall authorize the retail sale of alcoholic liquor for consumption on public golf course premises.

~~H~~ **I**. Daily Permits: The local liquor control commissioner may grant a daily permit which shall authorize the retail sale of alcoholic liquors for consumption only on the premises where sold, to any company, organization or group, authorizing the sale of alcoholic liquor at any picnic, carnival or similar function given by said organization.

Daily permits may be issued for not more than five (5) consecutive days to any one organization. The application for a daily permit shall specify the name of the organization, the person or persons responsible for custody and sale of alcoholic beverages, the dates, and hours of service, and shall indicate the nature of the organization (e.g., charitable, civic) and the character of the event or events to which the permit applies. No such permits, however, shall be issued or granted except upon proof of adequate dramshop (host liquor liability) insurance provided by the insurance carrier or a bona fide agent of the carrier.

Prior to the issuance of a daily permit to any applicant, such applicant shall place on deposit with the local liquor control commissioner the sum of one hundred dollars ($100.00) to one thousand dollars ($1,000.00), the exact amount to be determined by the local liquor control commissioner for each day of the event for which a permit is required. At the discretion of the local liquor control commissioner, such deposit shall be refundable to such applicant provided that the event for which the daily permit was issued, was conducted without justifiable complaints from nearby residents and without disruption of nearby business activities or traffic flow. No such deposit shall be refunded in the event that any violation of this section occurred at the event for which the daily permit was issued.

~~I~~ **J**. Special Permits: The local liquor control commissioner may grant modified hours for special events with no more than three (3) such permits to be approved per applicant per year. Such special permits shall be restricted to holders of class A and class C licenses. Requests for the permit for modified hours shall be made to the local liquor control commissioner in writing, signed by the applicant, including name of responsible supervisor to the special event, client for whom the special event will be held and any other information deemed necessary by the local liquor control commissioner. Each application for a permit for modified hours shall include a nonrefundable fee of one hundred dollars ($100.00) which shall be separate and distinct from the annual license fee. (Ord. 0-95-44, 10-16-1995)

~~J~~ **K**. Sunday Brunch Permits: The local liquor control commissioner may grant to holders of class A and class C licenses a special Sunday brunch SB permit to serve alcoholic beverages on Sundays between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon. The SB permit shall be an addendum to the annual license; and, in no way, shall it be regarded as a license. Holders of such permits shall pay the fees established in section 2-3-9 of this chapter. (Ord. 0-95-44, 10-16-1995; amd. Ord. 0-09-07, 3-13- 2009)

The SB permits shall be effective and concurrent with the licenses to which they apply. No such permit shall be valid in the absence of or during the revocation or suspension of the license to which it applies.

SB permits shall be issued subject to the same rules and restrictions with respect to holder qualifications, terms and conditions, and to the general requirements of this chapter which apply to the licenses. Additional restrictions are as follows:

1. SB permits shall apply only to the service of alcoholic beverages at the licensed establishment.

2. All licensed establishments holding an SB permit may provide additional alcoholic beverage service during the period between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Sundays only in connection with meal service.

   No person or persons shall be served alcoholic beverages in any area where meal service is not offered and available, and no person or persons shall consume alcoholic beverages during such period except in connection with a meal.

3. Service of alcoholic beverages under the SB permit is strictly prohibited in cocktail lounges, bar areas, coffee shops and other rooms or areas where complete meals are not offered and served. (Ord. 0-95-44, 10-16-1995)

Section 2. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-9, Licenses; Classes, Fees, Limitations on Number and Hours of Operation, of the Prospect Heights City Code, as amended, is hereby further amended with deletions in strikethrough and additions in underline text so that the same shall be read as follows:

2-3-9: LICENSES; CLASSES, FEES, LIMITATIONS ON NUMBER AND HOURS OF OPERATION:

1. **For** ~~T~~the annual license classification as described in section 2-3-8 of this chapter, ~~and~~ the limitation on the outstanding number of such licenses**, and the hours of operation for each license** shall be as provided in the following schedule:

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
A	$3,300.00 ~~1~~	6	8:00 A.M. ~~through~~ to 2:00 A.M. following	8:00 A.M. ~~through~~ to 3:00 A.M. Saturday	8:00 A.M. ~~through~~ to 3:00 A.M. Sunday	2:00 noon ~~through~~ to 2:00 A.M. following
A-1	1,650.00	0	12:00 noon ~~through~~ to 12:00 midnight	12:00 noon ~~through~~to 12:00 midnight	12:00 noon ~~through~~ to 12:00	

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
					midnight	
A-2	4,400.00	1	8:00 A.M. ~~through~~ to 4:00 A.M. [2]	8:00 A.M. ~~through~~ to 4:00 A.M.	8:00 A.M. ~~through~~ to 4:00 A.M.	12:00 noon ~~through~~ to 3:00 A.M.
A-3	4,000.00	1	8:00 A.M. ~~through~~ to 3:00 A.M.	8:00 A.M. ~~through~~ to 4:00 A.M.	8:00 A.M. ~~through~~ to 4:00 A.M.	12:00 noon ~~through~~ to 3:00 A.M.
B	2,200.00	6	8:00 A.M. ~~through~~ to 12:00 midnight	8:00 A.M. ~~through~~ to 12:00 midnight	8:00 A.M. ~~through~~ to 12:00 midnight	9:00 A.M. ~~through~~ to 12:00 midnight
B-1	1,925.00	3	11:00 A.M. ~~through~~ to 12:00 midnight	11:00 A.M. ~~through~~ to 12:00 midnight	8:00 A.M. ~~through~~ to 12:00 midnight	9:00 A.M. ~~through~~ to 12:00 midnight
B-2	2,200.00	1	8:00 A.M. ~~through~~ to 2:00 A.M. following	8:00 A.M. ~~through~~ to 2:00 A.M. following	8:00 A.M. ~~through~~ to 2:00 A.M. following	12:00 noon ~~through~~ to 2:00 A.M. following
C	3,300.00	3	8:00 A.M. ~~through~~ to 2:00 A.M. following	8:00 A.M. ~~through~~ to 3:00 A.M. Saturday	8:00 A.M. ~~through~~ to 3:00 A.M. Sunday	12:00 noon ~~through~~ to 2:00 A.M. following
C-1	1,650.00	7	8:00 A.M. ~~through~~ to 2:00 A.M. following	8:00 A.M. ~~through~~ to 3:00 A.M. Saturday	8:00 A.M. ~~through~~ to 3:00 A.M. Sunday	12:00 noon ~~through~~ to 2:00 A.M. following
C-2	3,300.00	1	8:00 A.M. ~~through~~ to 2:00 A.M. following	8:00 A.M. ~~through~~ to 3:00 A.M. Saturday	8:00 A.M. ~~through~~ to 3:00 A.M. Sunday	12:00 noon ~~through~~ to 2:00 A.M. following
C-3	xxxxx	1	**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	0	1	8:00 A.M. ~~through~~ to 2:00 A.M. following	8:00 A.M. ~~through~~ to 3:00 A.M. following	8:00 A.M. ~~through~~ to 3:00 A.M. following	11:00 A.M. ~~through~~ to 2:00 A.M. following
Daily	$55.00 fee plus $100.00 to $1,000.00 deposit [3]					
SB	$440.00	2				9:00 A.M. ~~through~~ to 12:00 noon

~~Notes:~~

~~Effective beginning May 1, 2002, unless amended thereafter.~~

2. **The hours of operation for Class A-2 licenses are** 8:00 A.M. through 3:00 A.M. **following** on Mondays**, notwithstanding the above schedule**.

3. Daily **liquor license** deposit may be refunded subject to discretion of local liquor control commissioner per subsection 2-3-8H of this chapter.

4. Hours of operation for holidays are permitted as follows:

a. On the mornings of July 4, Memorial Day, Labor Day and Thanksgiving, the sale of alcoholic beverages is permitted as follows in the following classifications:

Class A Until 3:00 A.M.
Class A-2 Until 4:00 A.M.
Class C Until 3:00 A.M.
Daily Until 1:00 A.M.

b. On December 31, the sale of alcoholic beverages is permitted as follows, :

~~Class B Until 12:00 midnight~~

Class A Until 3:00 A.M. **January 1.**
Class A-2 Until 4:00 A.M. **January 1.**
Class C Until 3:00 A.M. **January 1**.
Daily Until 3:00 A.M. **January 1.**

5. All patrons and customers shall leave the premises not later than ten (10) minutes following the closing hours stipulated above, excepting in establishments which are full service restaurants in which the service of alcoholic beverages is incidental and complementary to the service of meals; in such establishments all alcoholic beverages must be removed from all service areas, tables, counters, bars, etc., within ten (10) minutes following the closing hours stipulated.

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

PASSED and APPROVED this ____ day of ____________, 2013.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

AYES:
NAYS:
ABSENT:

Published in pamphlet form: ____________, 2013

Class Of License	Annual Fee[1]	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
A	$3,300 .00	6	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	2:00 noon through 2:00 A.M. following
A-1	1,650 .00	0	12:00 noon through 12:00 midnight	12:00 noon through 12:00 midnight	12:00 noon through 12:00 midnight	
A-2	4,400 .00	1	8:00 A.M. through 4:00 A.M.[2]	8:00 A.M. through 4:00 A.M.	8:00 A.M. through 4:00 A.M.	12:00 noon through 3:00 A.M.
A-3	4,000 .00	1	8:00 A.M. through 3:00 A.M.	8:00 A.M. through 4:00 A.M.	8:00 A.M. through 4:00 A.M.	12:00 noon through 3:00 A.M.
B	2,200 .00	6	8:00 A.M. through 12:00 midnight	8:00 A.M. through 12:00 midnight	8:00 A.M. through 12:00 midnight	9:00 A.M. through 12:00 midnight
B-1	1,925 .00	2	11:00 A.M. through 12:00 midnight	11:00 A.M. through 12:00 midnight	8:00 A.M. through 12:00 midnight	9:00 A.M. through 12:00 midnight
B-2	2,200 .00	1	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 2:00 A.M. following	12:00 noon through 2:00 A.M. following
C	3,300 .00	2	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	12:00 noon through 2:00 A.M. following
C-1	1,650 .00	4	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	12:00 noon through 2:00 A.M. following
C-2	3,300 .00	1	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. Saturday	8:00 A.M. through 3:00 A.M. Sunday	12:00 noon through 2:00 A.M. following
D	0	1	8:00 A.M. through 2:00 A.M. following	8:00 A.M. through 3:00 A.M. following	8:00 A.M. through 3:00 A.M. following	11:00 A.M. through 2:00 A.M. following
Daily	$55.00 fee plus $100.00 to $1,000.00 deposit[3]					
SB	$440 .00	2				9:00 A.M. through 12:00 noon

F

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: March 25, 2013

Re: Ordinance Reducing the Number of Liquor Licenses

Issue: The Fairbridge Inn and Hanger 21 Restaurant and Banquets closed on March 1, 2013, and was placed into a receivership. Due to the closing, staff is requesting the reduction of the Class A liquor licenses from 6 to 5 as per the city policy. In addition, we are requesting a Waiver of First Reading as the establishment is closed and operations ceased.

03/23/13 Attachments: Ordinance

ORDINANCE NO. O-13-__

AN ORDINANCE AMENDING THE NUMBER OF CLASS A LIQUOR LICENSES

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

SECTION ONE: 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 to decrease the number of licenses available as follows:

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
A	$3,300.00	5	8:00 A.M. through 2:00 A.M.	8:00 A.M. through 3:00 A.M.	8:00 A.M. through 3:00 A.M.	12:00 noon through 2:00 A.M.

SECTION TWO: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this ___ day of __________, ______.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

Published in pamphlet form ________________.

J

MEMORANDUM

To: Mayor and City Council

From: Anne Marrin, City Administrator

Date: March 21, 2013

Re: Player's Pub and Grill Proposed Addition to Existing Restaurant

---

A few weeks ago, the City Council directed the Mayor and staff to proceed to draft a redevelopment agreement with Players Pub and Grill which called for the reimbursement of certain expenses Players Pub incurred in performing the renovations to the existing premises. As expected, Players Pub now intends to move forward with a planned addition to the existing premises which will accommodate the OTB. What is even better news is that the owners wish to construct the addition as soon as possible. Many of the costs of the addition will be TIF eligible costs.

In recent discussions about the construction schedule, Players Pub has requested that certain TIF eligible costs for the proposed addition be reimbursed from the TIF Fund. The proposed addition is expected to cost the Players Pub in excess of $650,000. They have requested reimbursement of up to $300,000 in TIF eligible costs for the addition. We did explain to Players Pub that it is likely that such a reimbursement would have to take place over several fiscal years to accommodate the cash flow realities of the TIF fund and the other obligations of that fund. Players Pub indicated that it is amenable to a reimbursement plan which calls for the total amount of $300,000 to be paid over two or three fiscal years.

In conferring with the City Attorney, as well as counsel for Players Pub, it is the staff's position that having the reimbursement for the renovations as well as the reimbursement for the proposed addition contained in the same agreement is the best practice. Accordingly, the staff needs the council's direction as to whether it will agree to reimburse Players Pub for up to $300,000 in TIF eligible costs incurred in the proposed addition. If the council gives that direction, we will incorporate the reimbursement agreement for the addition into the same document which addresses the already completed renovations.

CONSTRUCTION SCHEDULE
PLAYER'S PUB & GRILL OTB ADDITION

	Task	Start	End	Dur	2013 Apr	May	Jun	Jul	Aug	Sep	Oct
	Project - Players Pub & Grill OTB Addition	**4/15/13**	**10/17/13**	**156**							
1	Preparation of construction site	4/15/13	4/19/13	5							
2	Demolition of existing canopy and planter	4/21/13	5/1/13	9							
3	Demolition and moving gas meter ,cleanouts and grease trap	4/30/13	5/7/13	7							
4	Demolition existing wall and partitions inside Pub. Preparing for new door opening	4/30/13	5/7/13	7							
5	Extending of existing masonry chimney	4/30/13	5/7/13	7							
6	Footing excavation and framing	5/8/13	5/13/13	5							
7	Building and connecting new storm line	5/8/13	5/17/13	9							
8	Moving and connecting new sewer Line	5/8/13	5/17/13	9							
9	Footing pouring	5/9/13	5/10/13	2							
10	Foundation pouring	5/11/13	5/13/13	2							
11	Under slab plumbing	5/13/13	5/15/13	3							
12	Preparation for floor slab	5/17/13	5/20/13	3							

13	Floor slab pouring	5/20/13	5/21/13	2
14	Preparation for front concrete patio and rear ramp	5/17/13	5/20/13	3
15	Exterior walls erecting	5/23/13	6/19/13	23
16	Roof truss installation	6/18/13	6/20/13	3
17	Roof Insulation and membrane installation	6/22/13	7/2/13	9
18	Exterior door installation	7/4/13	7/8/13	3
19	Interior walls and partitions	7/7/13	7/22/13	13
20	Patio and ramp concrete pouring	7/7/13	7/10/13	3
21	Elevations stone and brick-masonry	7/10/13	7/30/13	18
22	Rough electrical	7/26/13	8/3/13	8
23	Rough plumbing	7/26/13	7/30/13	4
24	Rough low voltage and fire prevention	7/30/13	8/2/13	4
25	Rough HVAC	7/28/13	8/6/13	8
26	Ceiling grid installation	7/22/13	7/25/13	4
27	Comed & Nicor new services installation	8/8/13	8/14/13	6
28	Patio and ramp railings installation	8/15/13	8/19/13	4
29	Drywall installation	8/19/13	8/29/13	10
30	Interior door and partitions installation	8/20/13	8/23/13	4
31	Roof top HVAC units installation	8/20/13	8/27/13	7
32	Ceramic tiles installation	8/29/13	9/12/13	12
33	Drywall prime & wall covering	9/1/13	9/6/13	4
34	Casework and millwork	9/6/13	9/10/13	4

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	Plumbing fixtures and toilet partitions	9/12/13	9/20/13	8
36	Light fixtures ,fire prevention fixtures installation	9/13/13	9/20/13	7
37	Phone ,data outlet and fixtures installation	9/14/13	9/21/13	7
38	HVAC startup and balancing	9/22/13	9/26/13	4
39	Whole systems inspection	9/27/13	10/1/13	4
40	Final cleaning	10/1/13	10/2/13	2
41	Punch List	10/5/13	10/8/13	3
42	Final Inspection	10/8/13	10/11/13	4
43	Complete of project	10/13/13	10/17/13	3