CITY COUNCIL REGULAR MEETING
AGENDA
August 26, 2013
6:30 p.m.
City Hall
Prospect Heights, IL 60070

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE - Alderman Ludvigsen**

IV. **INVOCATION - Senior Pastor Joe Kamanda, Glory House**

V. **CLOSED SESSION**

VI. **RESIDENTS COMMENTS (Agenda Matters)**

VII. **STAFF AND ELECTED OFFICIALS REPORTS**

City Administrator - Anne Marrin
Police Chief - Jamie Dunne
Director of Building & Zoning - Steve Skiber
Assistant Director of Building & Zoning / Acting Public Works Director - Steve Cutaia
City Engineer - Jim Johnson
Assistant to the City Administrator - Robert Sabo
City Treasurer - Rich Tibbits - Treasurer's Report
City Clerk - Stacey Adamson
Aldermen
John Styler
Pat Ludvigsen
Scott Williamson
Bree Higgins
Luis Mendez
Mayor - Nicholas J. Helmer

VIII. **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, July 22, 2013.

IX. **APPROVAL OF EXCEPTIONS**

X. APPROVAL OF CONTRACTS

B. Approval of a Contract for Plumbing Inspection Services with Safebuilt Illinois Inc.

XI. LEGISLATION

C. A Resolution Authorizing Certain Camera Placement Agreements.
D. A Council Resolution of Support for the Application to the Illinois Department of Transportation (IDOT) for the Illinois Transportation Enhancement Program (ITEP) for the Willow Road Sidewalk Project.
E. A Resolution Approving a Letter Agreement with the United States Army Corps of Engineers for the Temporary Use of a Parcel of Land Owned for Chicago Executive Airport Purposes.
F. A Resolution Authorizing an Intergovernmental Agreement Between the City of Prospect Heights and the Illinois Secretary of State for a One-Time Purchase of Computer Stored Information of the Illinois Secretary of State.
G. An Ordinance Authorizing the Mayor and City Clerk to Execute Amendment Number One to An Agreement Between the State of Illinois/Department of Natural Resources and the State of Illinois/Department of Transportation and the City of Prospect Heights and the Village of Mount Prospect for the Upper Des Plaines River Flood Damage Reduction Project Element, Levee 37 (Waiver of 1st Reading).

XII. APPROVAL OF EXPENDITURES

H. Approval of Warrants

General Fund	$35,170.29
MFT Fund	$0.00
Palatine/Milwaukee TIF	$136.50
Tourism District	$0.00
Development Fund	$0.00
Non-Home Rule Sales Tax Fund	$0.00
DEA Fund	$2,247.50
Solid Waste Fund	$881.50
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	$0.00
SS Area-Constr #6 (Water Main)	$0.00
SS Area- Debt #6	$0.00
Road Construction	$2,803.85
Water Fund	$2,906.37
Parking Fund	$0.00
Road/Building Bond Escrow	$4,000.00
TOTAL Expenditures	$48,146.01
Wire Payments, Service Charges, & Payroll	$297,678.02
TOTAL	**$345,824.03**

I. Ratification of Warrants from 7/24/2013 through 8/12/2013.

General Fund	$131,084.95
MFT Fund	$15,792.10
Palatine/Milwaukee TIF	$2,818.15
Tourism District	$660.00
Development Fund	$8,692.70
DEA Fund	$340.00
Solid Waste Fund	$34,099.34
SS Area #1	$280.00
SS Area #2	$270.00
SS Area #3	$360.00
SS Area #4	$280.00
SS Area #5	$493.66
SS Area #8 – Levee Wall #37	$577.28
SS Area-Constr #6 (Water Main)	$525.00
SS Area- Debt #6	$0.00
Road Construction	$1,681.24
Water Fund	$39,388.36
Parking Fund	$3,363.52
Road/Building Bond Escrow	$1,000.00
TOTAL Expenditures	$241,706.30
Wire Payments, Service Charges, & Payroll	$0.00
TOTAL	**$241,706.30**

XIV. COMMITTEE APPOINTMENTS

XV. RESIDENTS COMMENTS (Non Agenda Matters)

XVI. UNFINISHED BUSINESS

J. Presentation and Update by John Nazha of House of Music and Entertainment (HOME).
K. Review and Discussion of Refuse Services Contract with Republic Services.
L. Discussion of Beautification and Tourism District - Acting Public Works Director Steve Cutaia.

XVII. NEW BUSINESS

M. Discussion of Economic Business Development Committee - EBDC Chairman Chuck Currie.

XVIII. ADJOURNMENT

POSTED: August 22, 2013 4:30 p.m. by Robert Sabo, Assistant to the City Administrator

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

B

Prospect Heights

To: Mayor Nicholas J. Helmer and the Prospect Heights City Council

From: Steve Skiber, Director of Building and Zoning

Date: August 20th, 2013

Re: Safebuilt Illinois Inc. Plumbing Inspectional Services Agreement

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Issue: Mark Opels, Plumbing Inspector for the City of Prospect Heights, has accepted a full time position with Safebuilt Illinois Inc. The Building Department must have a Certified Plumbing Inspector, on staff or contracted, to perform plumbing inspections and plan reviews.

Analysis: Please review the attached agreement with Safebuilt Illinois Inc., to continue the inspectional and plan review services required in conjunction with permit issuance. The pay schedule included in the agreement is identical to the current amount budgeted for the 2013-14 fiscal year. We additionally benefit from this agreement, as we can provide morning and afternoon inspections, five days per week. We have met with officials from Safebuilt Illinois Inc., and have determined that this agreement is beneficial to the City and its residents

Recommendation: Staff is recommending approval of this agreement through April 30th 2014.

Thank You.

SAFEbuilt.

PLUMBING INSPECTION & PLAN REVIEW SERVICES AGREEMENT

This agreement is made and fully executed this 10th day of May, 2013, between SAFEbuilt Illinois, Inc., ("SAFEbuilt"), and the City of Prospect Heights, IL, (Municipality)

The purpose of this Agreement is to document and clarify the services SAFEbuilt, will provide to the Municipality as well as the fee, invoicing, and payment structure both parties are agreeing to.

Scope of Services: SAFEbuilt will provide plumbing inspection and plan review services to the Municipality using qualified, ICC certified, state licensed plumbing inspection and plan review professionals as directed by the City of Prospect Heights. SAFEbuilt will perform services per the Municipalities adopted codes. SAFEbuilt is not obligated to perform services beyond what is contemplated by this agreement. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes. SAFEbuilt will perform work at a level of competency in accordance with industry standards.

Duration: This agreement will be valid May 13, 2013 through April 30, 2014.

Fee Structure: SAFEbuilt fees for this agreement will be as follows:

Plumbing Inspection Services:
$39.00 per inspection if less than 30 minutes; If more than 30 minutes is required an additional $39.00 may be charged
After Hours/Emergency Inspections - $117.00 per hour – minimum charge of 2 hours – approved by Prospect Heights first

Residential Plumbing Plan Review:
$43.00 per plan review if the review requires less than 30 minutes; if the review requires more than 30 minutes an additional $43.00 may be charged

Commercial Plumbing Plan Review:
$61.50 per plan review if the review requires less than 30 minutes; if the review requires more than 30 minutes an additional $61.50 may be charged

Rates are all inclusive – no separate billing for mileage, vehicle expenses or material will be sent.

Time of Performance: SAFEbuilt will perform the services commencing upon execution of this contract.
All inspection and plan review services will be performed during normal business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

- SAFEbuilt will perform all inspections called in by 4:00 PM on the next business day
- Applicants may request either an AM or PM inspection timeframe
- SAFEbuilt will work with applicants that require a specific timeframe by providing a 2 hour inspection window; to be set up with applicant on day of the inspection

Invoice & Payment Structure: SAFEbuilt will invoice the municipality on a monthly basis. All payments are due to SAFEbuilt within 30 days of invoice date.

All invoicing shall be submitted to:
City of Prospect Heights
Attn: Steve Skiber
8 North Elmhurst Road
Prospect Heights, IL 60070

Municipality Obligations: The Municipality shall timely provide all data information, plans, specifications and other materials required by SAFEbuilt to perform the Scope of Services.

Insurance: SAFEbuilt agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the SAFEbuilt pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

At a minimum, the SAFEbuilt shall procure and maintain, and shall cause any subcontractor of the SAFEbuilt to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars ($100,000) each accident, one hundred thousand dollars ($100,000) disease – policy limit, and one hundred thousand dollars ($100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent SAFEbuilt's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

Professional liability insurance with minimum limits of five million dollars ($5,000,000) each claim and five million dollars ($5,000,000) general aggregate.

Indemnification: SAFEbuilt will procure and maintain, at its own expense, adequate insurance against and to indemnify and hold the Municipality harmless against any and all of the following types of claims:

Claims by any SAFEbuilt employee for compensation, fringe benefits of any kind whatsoever, or indemnification for tort claim damages or similar claims for damage

Claims by any other party for damages for any alleged unlawful act or omission, negligent or willful, on part of any SAFEbuilt employee acting pursuant to this agreement

SAFEbuilt or its employees shall not be deemed to assume any liability for intentional or negligent acts of the Municipality or any officer, agent, or employee thereof, and the Municipality, to the extent permitted by law, agrees to indemnify and hold SAFEbuilt harmless for any and all claims arising out of such acts.

The Municipality shall indemnify SAFEbuilt for claims against SAFEbuilt arising from the proper enforcement of the Municipalities' codes. Nothing contained herein shall be construed to waive or limit any right or defense available to the Municipality or applicable damage limitations under the Colorado Governmental Immunity Act, common law or any other statutory provision.

Assignment: SAFEbuilt may not assign this contract without the consent of the Municipality which consent shall not be unreasonably withheld. However, SAFEbuilt is permitted to subcontract portions of the services to be provided. SAFEbuilt remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of SAFEbuilt. Performance clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

Third Party Reliance: This agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

Independent Contractor: SAFEbuilt is an independent contractor and neither SAFEbuilt nor its employees will be considered as employed by Municipality.

Termination of Agreement: A 30 day written notice is required for either party to cancel their Agreement. Upon cancellation SAFEbuilt will immediately invoice Municipality, and Municipality agrees to pay, for all services rendered to Municipality prior to cancellation of this Agreement. Services rendered will be determined by monthly progress reports in a format agreed upon between the parties.

Prohibition Against Employing Illegal Aliens: Corporation shall not knowingly employ or contract with an illegal alien to perform work under this contract. Corporation shall not enter into a contract with a sub that fails to certify to the Corporation that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Corporation will participate in either the E-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Corporation is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and all services to be provided will be provided in accordance with applicable federal, state and local law.

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk. Likewise, an officer of the SAFEbuilt has subscribed to this Agreement by affixing their signatures all on the day and year first written below.

City of Prospect Heights, IL	SAFEbuilt Illinois, Inc.
_____	_____
Signature	Signature
Name: _____	Name: David Thomsen
Title: _____	Title: Vice President
Date: _____/_____/_____	Date: May 10, 2013

_____
ATTEST Signature

_____
Name / Title

Date: _____/_____/_____

C

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO UP TO FIVE CAMERA PLACEMENT AGREEMENTS

WHEREAS, the City of Prospect Heights has previously authorized the purchase of several police surveillance cameras to improve security and act as a force multiplier in the general area bound by Willow Road, Milwaukee Avenue, Apple Drive, and a line approximately 500 feet west of Burning Bush Lane (the "Area");

WHEREAS, to implement the camera system, several of the camera need to be mounted on structures located on private property;

WHEREAS, mounting the cameras on private property requires the city to enter into a camera placement agreement with the owners of said private property; and

WHEREAS, the mayor and city council find it is in the best interest of the residents of Prospect Heights to authorize the chief of police to enter into up to 5 camera placement agreements for the placement of surveillance cameras on up to 5 private properties in the general vicinity of the AREA, with such locations to be determined in the best judgment of the chief of police and with the consent and agreement of cooperating property owners;

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

SECTION ONE: The above recitals are incorporated into this resolution.

SECTION TWO: The chief of police is authorized and directed to enter into up to 5 camera placement agreements in substantially the form attached as exhibit A to this resolution in the general vicinity of the Area, with such locations to be determined in the best judgment of the chief of police and with the consent and agreement of cooperating property owners.

SECTION THREE: The City Administrator and Chief of Police, or their respective designees are authorized to take all necessary steps to implement this resolution.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2013.

_____
Nicholas J. Helmer, Mayor

ATTEST:

_____
CITY CLERK

AYES:

NAYS:

ABSENT:

EXHIBIT A

LETTER AGREEMENT between USACE, CITY OF PROSPECT HEIGHTS, VILLAGE OF WHEELING, and CHICAGO EXECUTIVE AIRPORT

D

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

From: Anne Marrin, City Administrator

Date: August 26, 2013

Re: Resolution of Support for ITEP Funding

Issue: The Illinois Department of Transportation (IDOT) has issued a call for projects for their Illinois Transportation Enhancement Program (ITEP).

The purpose of the program is to provide reimbursement funding for projects that provide and support multi-modal transportation initiatives and to build more "livable" communities that offer options of travel.

Analysis: The City of Prospect Heights is eligible for funding under this program and staff is submitting the engineering and plans for the Willow Road Sidewalk Project that would extend the sidewalk from Russet Woods to Schoenbeck connecting the current new sidewalk along Schoenbeck. This is a "shovel ready project" and should enable the City to be a front runner for the grant.

Recommendation: Since a Resolution Supporting Funding is a requirement for the grant, staff recommends the Council support so that we may submit the paperwork and move forward in the process.

08/26/2013 Attachments: Resolution/ITEP Information

CITY OF PROSPECT HEIGHTS

RESOLUTION NO. ____

A COUNCIL RESOLUTION OF SUPPORT FOR THE APPLICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) FOR THE WILLOW ROAD SIDEWALK PROJECT

WHEREAS, the City of Prospect Heights is applying to the Illinois Department of Transportation (IDOT) for reimbursement funding for alternate modes of transportation through the Illinois Transportation Enhancement Program (ITEP) program grant; and

WHEREAS, it is necessary that an application be made and agreements entered into with the ; and,

WHEREAS, the City of Prospect Heights will be submitting applications for the following:

Willow Road Sidewalk Project for a new sidewalk from Russet Wood Drive to Schoenbeck Road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS AS FOLLOWS:

SECTION 1: That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2: That the City of Prospect Heights apply for a grant under the terms and conditions of the Illinois Department of Transportation and shall enter into and agree to the understandings and assurances contained in said application.

SECTION 3: That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

SECTION 4: That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED this _____ day of _____, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

AYES:
NAYS:
ABSENT:

Illinois Department of Transportation
Illinois Transportation Enhancement Program 2012/Cycle 10

The purpose of this program is to provide **reimbursement** funding for well-planned projects that provide and support alternate modes of transportation, enhance the transportation system and build more livable communities. IT IS NOT A GRANT PROGRAM. Approved funding will only take place after the Illinois Department of Transportation (IDOT) receives paid receipts for goods or services. Community involvement in planning and implementation is expected.

Funding for projects will provide reimbursement at the following rates: 50% for right-of-way and easement acquisition costs; up to 80% for preliminary engineering, utility relocations, construction engineering and construction cists; lighting costs at 50%. Partial funding of a proposed project is a distinct possibility. Sponsoring agency must be willing to make up unfunded portions of the proposed program is reduced funding is recommended by IDOT.

The twelve project areas that will be eligible for reimbursement funding under this project are:

1. Provision of facilities for pedestrians and bicycles (only new paths not updates to old).
2. Scenic or historic highway programs (to include tourist and visitor welcome centers as long as these are located on or adjacent to, a nationally designated scenic byway or state historic highway).
3. Landscaping and other scenic beautification projects (must be located on public property along highways, transit stations or streets in downtown areas. Park projects are not eligible).
4. Historic preservation (Preserved properties must be on the National Register of Historic Places).
5. Rehabilitation of historic transportation buildings, structures or facilities (historic railroad facilities or canals).
6. Provisions for safety and educational activities for pedestrians and bicyclists not already provided by IDOT.
7. Acquisition of scenic easements and scenic or historic sites.
8. Preservation of abandoned railroad corridors for the conversion to use by pedestrians and bicyclists.
9. Control and removal of outdoor advertising.
10. Establishment of a transportation museum.
11. Environmental mitigation to address water pollution due to highway runoff impacting wildlife mortality.
12. Archeological planning and research.

There will be, based on the 2010 program approval, an approximate 1 to 5 ratio of programs approved to programs submitted. There is no minimum funding amounts, but any proposals over $2 million are requested to be segmented (minimum funding, enhanced funding, total funding).

K-12-23

Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and City Council (Council or President and Board of Trustees) of the City (City, Town or Village) of Prospect Heights Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
W. Willow Rd	FAU 1289	Russet Wood Dr	N. Schoenbeck Rd

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the preliminary engineering required for construction of a sidewalk along the north side of W. Willow Rd. _____ and shall be constructed _____ wide and be designated as Section 12-00051-00-SW

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Twenty-Eight Thousand Eight Hundred _____ Dollars (28,800) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract (Specify Contract or Day Labor); and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

I, Stacey Adamson Clerk in and for the City (City, Town or Village) of Prospect Heights County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Mayor and City Council (Council or President and Board of Trustees) at a meeting on OCTOBER 8, 2012 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 8TH day of OCTOBER, 2012.

(SEAL)

CITY OF PROSPECT HEIGHTS COOK COUNTY ILLINOIS Incorporated 1959

DEPUTY CITY CLERK
City, Town, or Village Clerk

Printed 9/27/2012

BLR 09111 (Rev. 11/06)

RESOLUTION R-12-18

A RESOLUTION AUTHORIZING APPLICATIONS FOR AND EXECUTION OF A TECHNICAL ASSISTANCE AGREEMENT UNDER THE REGIONAL TRANSPORTATION AUTHORITY'S GENERAL AUTHORITY TO MAKE SUCH GRANTS

Project Title: Update to the City of Prospect Heights Comprehensive Land Use Plan

WHEREAS, the Regional Transportation Authority (the "Authority"), is authorized to study public transportation problems and developments; and to conduct, in cooperation with other public and private agencies, such studies; and;

WHEREAS, the Authority has the power to expend funds for use in connection with these studies, and;

WHEREAS, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, and;

WHEREAS, approval for said funds will impose certain financial obligations upon the City of Prospect Heights in the amount of 20% of the not to exceed project budget to be determined by the Authority and 100% of any amount that exceeds the not to exceed project budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS as follows:

SECTION ONE: The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: That the City Administrator is authorized to execute and file applications on behalf of City of Prospect Heights with the Regional Transportation Authority for a Technical Assistance Agreement for the update to the City of Prospect Heights Comprehensive Land Use Plan.

SECTION THREE: That the City Administrator is authorized to furnish such additional information , assurances, certifications and amendments as the Regional Transportation Authority may require in connection with this Technical Assistance Agreement application.

SECTION FOUR: That the City Administrator is authorized and directed on behalf of the City of Prospect Heights to execute and deliver grant agreements and all subsequent amendments thereto between the City of Prospect Heights and the Regional Transportation Authority for technical assistance grants, and the City Clerk of the City of Prospect Heights is authorized and directed on behalf of the City of Prospect Heights to attest said agreements and all subsequent amendments thereto.

SECTION FIVE: That the City Administrator is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the City of Prospect Heights.

PASSED AND APPROVED this 9th day of July, 2012.

Nicholas J. Helmer, Mayor

ATTEST:

DEPUTY CLERK
City Clerk

AYES: Aldermen Higgins, Ludvigsen, Mendez, Styler, Williamson
NAYS: None
ABSENT: None

Certification

I, the undersigned, hereby certify that I am the keeper of records for the City Council of the City of Prospect Heights, County of Cook, State of Illinois and that attached hereto is a true and correct copy of that certain Resolution R-12-18 adopted at the Regular Meeting of the City Council of the City of Prospect Heights held on July 9, 2012.

Given under my official signature and seal of office, this 9th day of July, 2012, City of Prospect Heights, Illinois.

DEPUTY CLERK
City Clerk

E

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER AGREEMENT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR THE TEMPORARY USE OF A PARCEL OF LAND OWNED FOR CHICAGO EXECUTIVE AIRPORT PURPOSES

WHEREAS, the City of Prospect Heights is authorized to use real property for public purposes and to enter into intergovernmental agreements to carry out those public purposes;

WHEREAS, the City of Prospect Heights has entered into a certain intergovernmental agreement for the construction of a flood control project commonly known as Levee 37, which project is sponsored by the United States Army Corps of Engineers ("USACE") and the Illinois Department of Natural Resources;

WHEREAS, USACE seeks to use a parcel of land approximately 150 feet wide by 200 feet long located on the real property commonly known as 35 East Palatine Road ("35 East Palatine"), Prospect Heights Illinois;

WHEREAS, 35 East Palatine is jointly owned by the City and the Village of Wheeling for the operation of Chicago Executive Airport; and

WHEREAS, the mayor and city council find it is in the best interest of the residents of Prospect Heights and the Levee 37 project to enter into the attached letter agreement and allow the USACE to use the parcel at 35 East Palatine;

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

SECTION ONE: The attached Letter Agreement is hereby Approved.

SECTION TWO: The Mayor and the City Administrator are authorized to sign the attached Letter Agreement and to take all necessary steps to implement this resolution.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2013.

_____
Nicholas J. Helmer, Mayor

ATTEST:

_____
CITY CLERK

AYES:

NAYS:

ABSENT:

EXHIBIT A

LETTER AGREEMENT between USACE, CITY OF PROSPECT HEIGHTS, VILLAGE OF WHEELING, and CHICAGO EXECUTIVE AIRPORT

CHICAGO EXECUTIVE AIRPORT

Chicago Executive Airport
1020 South Plant Road
Wheeling, Illinois 60090

847.537.4250 Phone
847.537.8183 Facsimile

www.chicagoexecutive.com

August 1, 2013

United States Army Corps of Engineers
Attn: Jeffrey K. Zuercher, PE, PMP
Project Manager, Chicago District
111 N. Canal Street, Suite 600
Chicago, IL 60606

An Intergovernmental Cooperative of the City of Prospect Heights and the Village of Wheeling

Memberships:

Wheeling, Prospect Heights Chamber of Commerce

National Business Aviation Association

Illinois Public Airports Association

Government Finance Officers Association

Illinois Government Finance Officers Association

Illinois Aviation Trades Association

Chicago Area Business Aviation Association

National Air Transportation Association

Aircraft Owners and Pilots Association

Re: Levee 37 Gap and Closure Project: 35 Piper Lane

Dear Mr. Zuercher:

This letter agreement ("Agreement") is to set forth the terms and conditions under which the United States Army Corps of Engineers ("USACE") will be using a portion of real estate commonly known as 35 Piper Lane owned by the Village of Wheeling and City of Prospect Heights as joint sponsors of Chicago Executive Airport, Wheeling, Illinois ("Airport") as a staging area for the Levee 37 Gap and Closure Project ("Project").

1. Premises. The premises which are to be used by the USACE for the Project are identified on Exhibit A attached hereto ("Premises"), consisting of approximately 150 feet by 200 feet of real estate at 35 Piper Lane, together with the non-exclusive right to use Airport roadways to access the Premises.

2. Term and Termination. The term of this Agreement commences August 10, 2013, and shall continue for a period ending the earlier of either (i) completion of the Project or (ii) February 9, 2015 ("Term"). This Agreement may be terminated by either party in the event of a breach by the other party of any of its terms and conditions, and the failure of that party to cure the breach within ten (10) business days following written notice specifying the breach.

3. Use. USACE may use the Premises as a staging area for the Project, may place fencing not exceeding eight (8) feet in height around the Premises, and may install two (2) lights facing Piper Lane from the back of the fence, and for no other purpose. USACE will abide by the reasonable rules and regulations which have been, or which may hereafter be, established by the Airport.

4. Compensation. Compensation for the use of the Premises will be the sum of $80 per month, for a lump sum of $1,400 for 18 months (the extension of this Agreement).

5. Condition of Premises. The Premises are to be used by the USACE in its "As Is" condition.

6. Maintenance. USACE will be responsible for repairs required due to the activities of USACE upon the Premises and for negligent or willful misconduct of USACE. It is USACE's obligation to maintain the Premises, and to surrender and deliver it up to the Airport upon completion of the Project, in as good a condition as when it was received by USACE.

7. Indemnification. USACE shall indemnify and save harmless the Airport, the City of Prospect Heights and the Village of Wheeling ("Owner Entities") from any injury to persons or loss or damage to personal or real property which the Owner Entities may suffer, incur or sustain arising proximately from the acts or omissions of USACE, its contractors, agents and/or employees in the performance of work or exercising the rights and privileges granted under this Agreement, to the extent such injury or damage is not due to the negligence or willful misconduct of the Owner Entities.

8. Miscellaneous. USACE shall not in the exercise of the rights and privileges granted to it under this Agreement:

   a. alter, damage, disturb or otherwise harm any improvements of the Airport situated upon the Premises; or

   b. permit or allow any lien to stand against the Premises for any activities performed thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Premises for any improvements thereon at the direction or sufferance of USACE. In the event of such lien attaching to the Premises or any improvements thereon, USACE shall immediately have such lien released or bonded over to the reasonable satisfaction of the Owner Entities and failure by USACE to do so shall constitute a breach of this Agreement.

   c. assign this Agreement without the prior written approval of the Airport.

If you are in agreement with these terms, please indicate your acceptance by signing a copy of this rental agreement and return it to me at your convenience.

Very truly yours,

VILLAGE OF WHEELING

By: _____

Print Name: _____

Its: _____

CITY OF PROSPECT HEIGHTS

By: _____

Print Name: _____

Its: _____

CHICAGO EXECUTIVE AIRPORT

By: _____

Print Name: _____

Its: _____

The terms of the foregoing Letter Agreement are acceptable to the undersigned.

UNITED STATES ARMY CORPS OF ENGINEERS

By: _____

Print Name: _____

Its: _____

Date: _____

EXHIBIT A

Depiction of Premises

F

August 21, 2013

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

From: Robert Sabo, Assistant to the City Administrator

Re: A Resolution Authorizing an Intergovernmental Agreement Between the City of Prospect Heights and the Illinois Secretary of State for a One-Time Purchase by the City of Prospect Heights Of Computer Stored Information of the Illinois Secretary of State

In an effort to obtain compliance with the City of Prospect Heights' annual vehicle sticker program, the attached Intergovernmental Agreement with the Illinois Secretary of State has been drafted for City Council approval. The IGA is for a one-time purchase of vehicle registration data containing vehicles registered within the municipality. This information will be used to assist in obtaining vehicle sticker compliance and for enforcement efforts. There is a one-time fee of $500 for the purchase of the data.

Staff recommends approval of the IGA along with payment in the amount of $500 to the Illinois Secretary of State in order to obtain vehicle registration data to assist with enforcement of the City of Prospect Heights vehicle sticker program.

Sincerely,

Robert Sabo
Assistant to the City Administrator

RESOLUTION NO. R-13-__

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND THE ILLINOIS SECRETARY OF STATE FOR A ONE-TIME PURCHASE BY THE CITY OF PROSPECT HEIGHTS OF COMPUTER STORED INFORMATION OF THE ILLINOIS SECRETARY OF STATE

WHEREAS, The City of Prospect Heights City Code Section 10-1-3 requires that any person residing within the City that owns and operates a motor vehicle upon the public way must obtain an annual license for each such vehicle in its proper classification; and

WHEREAS, the City of Prospect Heights City Council desires to obtain compliance from all residents who fall under the requirements of City Code Section 10-1-3 to obtain an annual vehicle license; and

WHEREAS, the Illinois Secretary of State maintains all computer stored information related to the registration of vehicles operated upon the public way and is willing to furnish through an intergovernmental agreement the data pertaining to vehicles registered within the municipal boundaries of the City of Prospect Heights; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 *et seq.*); and

WHEREAS, the City of Prospect Heights and the Illinois Secretary of State has negotiated an Intergovernmental Agreement in substantially the form attached to this resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

The Mayor is hereby authorized to execute the said Intergovernmental Agreement with the Illinois Secretary of State and the City Clerk is directed to submit the executed Agreement to the Illinois Secretary of State along with payment of $500 to obtain a listing of all vehicles registered with the Illinois Secretary of State within the municipal boundaries of the City of Prospect Heights to be used to obtain compliance with the requirements of City Code Section 10-1-3.

PASSED AND APPROVED this ___ day of _____, 2013.

_____
Nicholas J. Helmer, Mayor

ATTEST:

_____
City Clerk

AYES:
NAYS:
ABSENT:

AGREEMENT FOR ONE-TIME PURCHASE BY
CITY OF PROSPECT HEIGHTS
OF COMPUTER STORED INFORMATION OF THE ILLINOIS SECRETARY OF STATE

1. This Agreement is made this _____ day of _____, 2013, between Jesse White, Secretary of State of Illinois, in his official capacity and not as an individual, with his principal address at 312 Howlett Building, Springfield, Illinois 62756, hereinafter known as "SOS", and the City of Prospect Heights, 8 N. Elmhurst Road, Prospect Heights, Illinois 60070, hereinafter known as "Purchaser."

2. Purchaser applies to SOS, and SOS agrees to provide to Purchaser, information from the SOS computer files, specifically, vehicle registration data limited to owner's name and address, vehicle make, model, plate type, plate expiration month and year, owner code and Vehicle Identification Numbers for vehicles registered in the 60070 and 60004 Zip Codes, as outlined in Exhibit A to this Agreement.

3. Purchaser agrees to pay all applicable statutory fees in effect, and currently prescribed by 625 ILCS 5/2-123 of the Illinois Vehicle Code entitled, "Sale and Distribution of Information" and 92 Ill. Adm. Code 1002. The actual cost of said information is to be specified in a separate communication between the parties and determined when SOS has completed the requested work. Payment shall be made to SOS before delivery of the information to the Purchaser and shall be made by cash, certified check, money order, or government check.

4. The requested information shall be furnished to Purchaser on a computer-processible media as prescribed by SOS and furnished by Purchaser to SOS for transference from SOS computer files. Purchaser shall pay all postage and handling costs, if any, for the transfer of the media to and from SOS.

5. Purchaser warrants that the use of SOS data is in accordance with Illinois and Federal law. Purchaser shall furnish a certified statement (in the form of a sworn and notarized affidavit) setting forth the specific uses being made of the information received from and subject to the approval of SOS, which shall be incorporated into this Agreement as Exhibit A. Further, Purchaser agrees to neither deviate from nor alter the certified statement of specific uses without the prior express written consent of SOS.

6. Purchaser agrees that information received will not be made available to other persons, firms, corporations, partnerships or other entities without the prior express written consent of SOS.

7. Pursuant to 92 Illinois Administrative Code 1002.60, should Purchaser redisclose any personal information obtained from SOS in any manner allowed under this Agreement, Purchaser shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Purchaser will make said records available to SOS upon request by SOS.

8. Breach by Purchaser of any of the provisions contained in this Agreement shall be deemed a material breach of this Agreement.

9. This Agreement authorizes SOS or its representatives access to Purchasers' computer systems to audit, verify, and assess security controls. Failure to provide adequate security controls is a material breach and cause for immediate termination of the Agreement.

10. All information furnished by SOS to Purchaser is for the EXCLUSIVE use of the Purchaser and shall not be provided to anyone not a party to this Agreement without the prior express written consent of SOS. This paragraph does not prohibit Purchaser from using the information in the manner set forth in its certified statement. PURCHASER WILL ABIDE BY AND IS SUBJECT TO THE PRIVACY GUIDELINES IN THE DRIVER'S PRIVACY PROTECTION ACT, 18 USC 2721, ET SEQ. BREACH OF THIS PROHIBITION WILL BE DEEMED A MATERIAL BREACH AND WILL RESULT IN THE DENIAL OF THE SALE OF INFORMATION TO THE PURCHASER FOR A TERM OF 5 YEARS. Purchaser agrees that each of the employees who will be granted access to SOS information will be given a copy of the attached Driver's Privacy Protection Act describing the limitation on the dissemination of this information and of the civil and criminal penalties for violating the Driver's Privacy Protection Act.

11. Purchaser agrees not to use, resell, furnish, or otherwise make available any information supplied by SOS pursuant to this Agreement for commercial solicitation purposes, to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces; or to update, enhance or verify any information that may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by 92 Illinois Administrative Code 1002.42. A violation of this provision shall result in SOS's denial of sale of information to Purchaser for a term of 5 years and a fine of up to $10,000.

12. Purchaser agrees to indemnify and hold SOS, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witness' fees, and expenses incident thereto, relating to unauthorized access to and/or release of personal information resulting from the acts, omissions, negligence or misconduct of Purchaser, its employees, agents or subcontractors in the performance of this Agreement. Should Purchaser misuse any SOS resources or have a breach of any of its security systems that compromises the security of SOS resources that results in SOS having to notify its customers of the misuse or compromise of their information, Purchaser shall bear all costs associated with said notification and breach. Purchaser must immediately report any unauthorized use or misuse of SOS information, as well as any breach of Purchaser's security system that may involve SOS information, to SOS by contacting the Secretary of State Inspector General's Office (217/785-2012) and the Office of the General Counsel (217/785-3094).

13. In no case shall SOS give any refund of any purchase price once SOS has completed the work contracted for by Purchaser and presented the information to Purchaser.

14. This Agreement is subject to the rules outlined in 92 Illinois Administrative Code 1002 and all relevant sections of the Illinois Vehicle Code and shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. Purchaser agrees that any dispute arising under this Agreement that cannot be resolved amicably among the parties shall be submitted to the State of Illinois Court of Claims, to which jurisdiction Purchaser hereby submits.

15. The terms and conditions of paragraphs 6, 7, 9, 10, 11, 12, and this paragraph are substantive provisions constituting the essence of the Agreement and the obligations of the parties. These provisions shall survive termination of this Agreement until discharged by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers:

DATE: _____

CITY OF PROSPECT HEIGHTS

_____
Name, Title

_____
Print Name

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

_____
Ernie Dannenberger
Director of Vehicle Services

Reviewed for Legal Sufficiency:

_____
Irene Lyons
General Counsel, Secretary of State

G

Prospect Heights

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

From: Anne Marrin, City Administrator

Date: August 26, 2013

Re: Amendment to Levee 37 Agreement

The Army Corps of Engineers has identified two additional areas where easements are required for the Levee 37 Project. Both of these areas are under the jurisdiction of the Illinois Department of Transportation (IDOT), and not the Forest Preserve District. The Illinois Department of Natural Resources has prepared an amendment ti the original Levee 37 agreement to include the approval for these easements and has submitted to all signers of the original agreement for review.

IDOT has already approved the amendment language and there is no cost for these easements.

Recommendation: Staff recommends approval of the Amendment to keep the Levee 37 Project on track.

Attachments: 08/26/2013 Draft Agreement

August 22, 2013

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

From: Robert Sabo, Assistant to the City Administrator

Re: Waiver of 1st Reading for An Ordinance Authorizing the Mayor and City Clerk to Execute Amendment Number One

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Staff is requesting a waiver of 1st reading for this item due to the timely nature of the subject matter.

Sincerely,

Robert Sabo
Assistant to the City Administrator

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NUMBER ONE TO AN AGREEMENT BETWEEN THE STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES and the STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION and the CITY OF PROSPECT HEIGHTS and the VILLAGE OF MOUNT PROSPECT for the UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT ELEMENT, LEVEE 37

WHEREAS, the City of Prospect Heights, Cook County, Illinois (the "City") has the authority to construct and repair levees pursuant to Section 11-104-3 of the Illinois Municipal Code, 65 ILCS 5/11-104-3; and

WHEREAS, the City, in order to protect the public health and welfare of its citizens and residents, has deemed it necessary to alleviate flooding in the City; and

WHEREAS, the US Army Corps of Engineers and the State of Illinois/Department of Natural Resources have heretofore entered into a certain Project Cooperation Agreement for flood control projects for the Upper Des Plaines River, which said Agreement includes the Levee 37 Project Element thereof; and

WHEREAS, the City is authorized pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*, including Section 3.8 thereof (5 ILCS 220/3.8), to enter into intergovernmental agreements for flood water management; and

WHEREAS, the City has determined it is necessary and desirable to provide for the alleviation of flooding in the City from the Upper Des Plaines River; and

WHEREAS, the City has determined that it is in the best interests of its citizens and residents to enter into appropriate intergovernmental agreements in order to authorize

and fulfill the duties and responsibilities of the City with respect to the Levee 37 Project Element, as hereinafter set forth; and

WHEREAS, the State of Illinois/Department of Natural Resources, the State of Illinois/Department of Transportation, the Forest Preserve District of Cook County, and the City of Prospect Heights, Illinois are, and each of them is, legally authorized and willing to sign and deliver to the City the respective intergovernmental agreements listed below in Section 1, and said intergovernmental agreements will serve a public purpose; and

WHEREAS, in an effort to carry out the above purposes, on September 16, 2008, the City entered into an Intergovernmental agreement with State of Illinois/Department of Natural Resources (IDNR), the State of Illinois/Department of Transportation (IDOT) and the Village of Mount Prospect for the construction of the flood control project commonly known as Levee 37; and

WHEREAS, the IDNR advices the city that certain additional land rights are necessary for the completion of the project and further advises that IDOT has agreed in principle to grant those additional land rights as depicted in the exhibits to the attached Amendment; and

WHEREAS, the Mayor and City Council of the City of Prospect Heights have determined that it is advisable, necessary and in the interest of the public health, safety and welfare, to approve the attached Amendment to the intergovernmental agreement under the terms and conditions hereinafter set forth.

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

SECTION 1: That the above recitals are incorporated into this ordinance in full as if fully set forth.

Section 2: The **AMENDMENT NUMBER ONE TO AN AGREEMENT BETWEEN THE STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES and the STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION and the CITY OF PROSPECT HEIGHTS and the VILLAGE OF MOUNT PROSPECT for the UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT ELEMENT, LEVEE 37 ("Amendment One")** attached and incorporated as Exhibit 1 is hereby approved.

SECTION 2: That the Mayor and the City Clerk are hereby authorized to execute **Amendment One** and the Mayor is authorized to make changes to the form of the document prior to executing same.

SECTION 3: 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 this _____day of _____, 2013.

APPROVED this _____day of _____, 2013.

_____
Nicholas J. Helmer, Mayor

ATTEST:

_____
Stacey Adamson, City Clerk

Published in pamphlet form _____, 2013

Exhibit 1

AMENDMENT NUMBER ONE
to an
AGREEMENT
between the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
and the
STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION
and the
CITY OF PROSPECT HEIGHTS
and the
VILLAGE OF MOUNT PROSPECT
for the
UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT ELEMENT,
LEVEE 37

Contract Number OWR-243

THIS AMENDMENT NUMBER ONE is made among the City of Prospect Heights, hereinafter referred to as the "**CITY**", the Village of Mount Prospect, hereinafter referred to as the "**VILLAGE**", the State of Illinois/Department of Natural Resources, hereinafter referred to as "**NATURAL RESOURCES**" and the State of Illinois/Department of Transportation, hereinafter referred to as "**TRANSPORTATION**", and entered into this ____ Day of ____ 2013,

WHEREAS, the CITY, the VILLAGE, NATURAL RESOURCES and TRANSPORTATION entered into an agreement, hereinafter referred to as the "**AGREEMENT,**" effective September 16, 2008, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by reference, covering the construction of the Levee 37 Project Element, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, additional rights-of-way belonging to TRANSPORTATION are required for completion of the PROJECT; and

WHEREAS, NATURAL RESOURCES has determined that 1) the circumstances necessitating this AMENDMENT NUMBER ONE were not reasonably foreseeable at the time the AGREEMENT was originally executed, 2) AMENDMENT NUMBER ONE is germane to the AGREEMENT as originally executed, and 3) this AMENDMENT NUMBER ONE and the AGREEMENT is in the best interest of the NATURAL RESOURCES and the State of Illinois; and

WHEREAS, NATURAL RESOURCES has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02; and

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. To end of paragraph B.6 of the AGREEMENT, add the following language "TRANSPORTATION will grant access to their property as shown on **EXHIBIT B** to the VILLAGE, CITY, CORPS and NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT for so long as LEVEE 37 PROJECT ELEMENT remains authorized by the CORPS. Any actions of the VILLAGE, CITY and/or NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT that will impact normal traffic flows will require an IDOT traffic access permit."

2. The parties to the Amendment and the CORPS have determined the Levee 37 project limits need to be expanded as shown on EXHIBIT B. TRANSPORTATION has agreed to expand the easement as shown. The parties to this AMENDMENT NUMBER ONE have agreed that the CORPS shall prepare surveys describing the easement area as expanded by this AMENDMENT NUMBER ONE. Upon receipt of the revised surveys from the CORPS, the parties shall review said documents and, if all concur, attach the surveys to this AMENDMENT NUMBER ONE post execution. Each party shall give its approval in writing. Said approval shall not be unreasonably withheld. It is understood by the parties hereto that should the Amended Easement surveys not be prepared reviewed and approved within a reasonable time after the execution of this AMENDMENT NUMBER ONE, TRANSPORTATION shall have the right to revoke this Amendment.

3. All other covenants under terms of the September 16, 2008 AGREEMENT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AMENDMENT NUMBER ONE on behalf of their respective bodies, and that the effective date of this amendment is the date approved and executed by the Director of NATURAL RESOURCES.

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED:

_____

Arlan R. Juhl, Director
Office of Water Resources

Date:_____

APPROVED:

_____

Marc Miller, Director
Department of Natural Resources

Date:_____

APPROVED:

_____

Mitch Cohen
Chief Legal Counsel
Date:_____

APPROVED:

_____

Scott Harper
Chief Fiscal Officer
Date:_____

VILLAGE OF MOUNT PROSPECT

ATTEST:

M. Lisa Angell, Clerk

Date:_____

APPROVED:

Arlene A. Juracek, Mayor
Village of Mount Prospect
Date:_____

CITY OF PROSPECT HEIGHTS

ATTEST:

Stacey Adamson, Clerk

Date:_____

APPROVED:

Nicholas J. Helmer, Mayor
City of Prospect Heights
Date:_____

STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

Omer Osman

Director-Division of Highways

Chief Engineer

Date:_____

APPROVED:

Ann L. Schneider,
Secretary
Department of
Transportation

Date:_____

K

Prospect Heights

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

From: Anne Marrin, City Administrator

Date: August 26, 2013

Re: Republic Amendment for Commercial and Residential Franchise

At the July Meeting, Rick Bulthuis presented several amendments Republic would make to the existing contract. These include:

- An addition of a Sharps Mail Back Program
- Enhancement to Multi-Family Recycling Program
- Elimination of yard waste cart rental fee and provision of free upgrade to a larger recycling cart
- Annual adjustment to the franchise fee
- Contract term extension
- Shortfall Amount-Republic Services will assume all risk should recycling revenues fall below zero and the City shall not be liable for any amount due or any amount accrued

City Council members discussed whether to extend the contract or proceed with an RFP for services. Staff awaits direction from the Council.

08/26//2013 Attachments: Resolution/Amendments

Anne Marrin

From: Bulthuis, Richard <RBulthuis@republicservices.com>
Sent: Tuesday, July 30, 2013 2:38 PM
To: Anne Marrin; Zimmermann, Mike
Subject: Prospect Heights - Republic Services 2nd Amendment Draft
Attachments: PH ARC Commercial Franchise - 2nd Amendment July 2014.doc; PH ARC Residential Franchise - 2nd Amendment July 2014.doc

Anne:

Attached are the revised drafts of the Amendments for your business review. In addition to the five items referenced in the proposal, and previously included in the draft amendments, I have added item 6 relating to our conversation Friday:

1) addition of Sharps Mail Back program,
2) enhancement to multi-family recycling program,
3) elimination of yard waste cart rental fee and provision of free upgrade to a larger recycling cart,
4) annual adjustment to franchise fee,
5) contract term extension and
6) shortfall amount – Republic Services assume all risk should recycling revenues fall below zero and the City shall not be liable for any amount due or any amount accrued.

If there is anything else you need from me please don't' hesitate to ask. My hope is to have this ready for formal action at the regular City Council meeting , August 26th.

Also, I am still working on getting you some comparison data to assist in your accompanying memo.

Thanks,

Rick

Mike: Attached are the draft of the Amendments for your legal review. I worked with the First Amendments you had written and did my best to put all the WHEREAS's where they belonged (no pride of authorship).

Richard Bulthuis
Republic Services, Inc.
2101 S Busse Rd
Mount Prospect, IL 60056
Office #: (847) 758-2280
Fax #: (847) 981-0092

SECOND AMENDMENT TO COMMERCIAL and INSTITUTIONAL SOLID WASTE SERVICES AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND ARC DISPOSAL & RECYCLING, INC.

WHEREAS, the City of Prospect Heights and ARC Disposal & Recycling, Inc.; a wholly-owned subsidiary of Republic Services, Inc. now d/b/a Republic Services (collectively the "Parties") have entered into a Commercial Solid Waste Services Agreement dated February 21, 2006; and

WHEREAS, the City of Prospect Heights and Republic Services, Inc. (collectively the "Parties") have entered into a First Amendment dated June 30, 2011; and

WHEREAS, pursuant to Section 3.1 of the Agreement, it may be extended for up to 5 years and may in any event be further amended upon the mutual consent of the parties; and

WHEREAS, the parties have agreed to enter into this SECOND AMENDMENT TO COMMERCIAL AND INSTITUTIONAL SOLID WASTE SERVICES AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND REPUBLIC SERVICES, INC. (the "Amendment") which extends the Agreement, shall be effective July 1, 2014, and makes certain modifications to it;

NOW, THEREFORE, THE PARTIES, AGREE AS FOLLOWS:

The terms of the Agreement shall remain in full force and effect unless expressly modified in this Amendment.

1. **FRANCHISE FEE**. The Franchise Fee shall be increased annually, beginning July 1, 2014 by the same formula used in Section 5.1(c) to annually adjust the Rates.

2. **Section 3.1 Term of Agreement**: This agreement shall be extended until June 30, 2019.

3. **Effective Date of Amendment.** This Amendment shall be in full force and effect **July 1, 2014**.

IN WITNESS WHEREOF, the parties have set their hand and seal this___day of August, 2013.

CITY OF PROSPECT HEIGHTS:

Mayor, Nicholas Helmer

ATTEST:

City Clerk, Stacey Adamson

REPUBLIC SERVICES:

General Manager, Michael O'Brien

ATTEST:

Municipal Services Manager, Richard Bulthuis

SECOND AMENDMENT TO RESIDENTIAL SOLID WASTE SERVICES AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND ARC DISPOSAL & RECYCLING, INC.

WHEREAS, the City of Prospect Heights and ARC Disposal & Recycling, Inc.; a wholly-owned subsidiary of Republic Services, Inc. now d/b/a Republic Services (collectively the "Parties") have entered into a Residential Solid Waste Services Agreement dated February 21, 2006; and

WHEREAS, the City of Prospect Heights and Republic Services, Inc. (collectively the "Parties") have entered into a First Amendment dated June 30, 2011; and

WHEREAS, pursuant to Section 3.1 of the Agreement, it may be extended for up to 5 years and may be further amended upon the mutual consent of the parties in accord with section 12.16; and

WHEREAS, the parties have agreed to enter into this SECOND AMENDMENT TO RESIDENTIAL SOLID WASTE SERVICES AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND REPUBLIC SERVICES, INC. (the "Amendment") which extends the Agreement, shall be effective July 1, 2014, and makes certain modifications to it;

NOW, THEREFORE, THE PARTIES, AGREE AS FOLLOWS:
The terms of the Agreement shall remain in full force and effect unless expressly modified in this Amendment.

1. **Section 2.1 Service Provided to Municipality.** The Agreement is amended to add a new section 2.1.E which states as follows:

> The Contractor shall make available to all residents the Republic Sharps Needle Disposal and Mail Back Service program, at no additional cost to the City. The program shall provide: a government-approved plastic container specially-designed for sharps waste, a postage-prepaid mail back shipping box, a pre-addressed shipping labels, and prepaid disposal. The costs associated with providing these services shall be paid for directly by the residents. This program shall be accessible, to the residents, via the internet or by telephone.

2. **Section 3.1 Term of Agreement**: This agreement shall be extended until June 30, 2019.

3. **Section 8.1.A.1 Landscape Waste Collection Service** is amended to add the last sentence as follows: "Contractor shall provide a single 95g cart at no charge, upon request, to any single family resident for the collection of Landscape Waste. Effective July 1, 2014, any resident currently paying a rental fee for a single Landscape Waste cart shall have that fee eliminated."

4. **Section 9.1.A.4 Recyclables Material Collection Service** is amended to add the last sentence as follows: "However, there shall be no charge to upgrade to a larger size recycling cart."

5. **Section 9.1.B Recyclables Material Collection Service.** The Agreement is amended to add a new section 9.1.B.2 which states as follows:

> The Contractor will collaborate with the City 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 City's direction, to meet with multi-family complex owners, managers, and residents for the purpose of promoting recycling efforts in those communities.

6. **EXHIBIT 9 Sale of Recyclable Material – Revenue Sharing Program.** Exhibit 9, sub-section 5 shall be deleted and replaced with the following:

> Shortfall Amounts. In any given month, if the Recycling Revenues are below $0.00 per ton, said amount below zero shall be the Shortfall Amount. The City shall not be obligated to pay the Contractor any Shortfall Amount under any circumstances nor shall any Shortfall Amounts accrue as an offset to future revenues.

7. **EXHIBIT 9 Sale of Recyclable Material – Revenue Sharing Program.** Exhibit 9, sub-section 6 shall be deleted in its entirety.

8. **Effective Date of Amendment.** This Amendment shall be in full force and effect **July 1, 2014**.

IN WITNESS WHEREOF, the parties have set their hand and seal this___day of August 2013.

CITY OF PROSPECT HEIGHTS: ATTEST:

_____ _____

Mayor, Nicholas Helmer City Clerk, Stacey Adamson

REPUBLIC SERVICES: ATTEST:

_____ _____

General Manager, Michael O'Brien Municipal Services Manager, Richard Bulthuis