



**AMENDED
CITY COUNCIL REGULAR MEETING
AGENDA
May 27, 2013
6:30 p.m.
City Hall
Prospect Heights, IL 60070**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE** – Alderman Styler
- IV. INVOCATION** – Reverend Rod Krueger – Our Redeemer Lutheran Church
- V. CLOSED SESSION**
- VI. RESIDENTS COMMENTS (Agenda Matters)**
- VII. STAFF AND ELECTED OFFICIALS REPORTS**
 - City Administrator – Ken López
 - City Clerk - Stacey Adamson
 - City Treasurer - Rich Tibbits
 - Director, Building & Zoning - Steve Skiber
 - Director of Finance – Stephanie Hannon
 - Police Chief - Jamie Dunne
 - Public Works Director – Steve Cutaia
 - Chicago Executive Board – Jamie Abbott
 - 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 City Council Regular Meeting Minutes of April 28, 2014.
- B. Approval of City Council Workshop Minutes of May 12, 2014.
- C. Approve Resolution Appointing an Authorized Agent to the Illinois Municipal Retirement Fund (IMRF)
- D. Approve Resolution Appointing a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County (SWANCC)
- E. Approve Resolution Appointing a Delegate and Alternate delegate to the Northwest Municipal Conference

IX. APPROVAL OF EXCEPTIONS AND CONTRACTS

- F. Approve Metropolitan Pump, Inc. proposal in the of amount of \$19,706
- G. Approve Norb & Son Electric proposal in the amount of \$13,875
- H. Approve Winkler's Tree Service, Inc. proposal in the amount of \$10,650
- I. Approve a Consenting to the Assignment of the Residential Solid Waste Agreement

X. LEGISLATION

- J. Discussion and Approval of Proposal from WRB, LLC to Secure Additional Lake Michigan Water Supply
- K. Approve Motion to Extend the Vehicle License "April 1st Late Fee" Deadline to June 15th
- L. Approve Resolution Authorizing a Second Amendment to Agreement for Purchase and Sale of Real Estate (31-33 East Palatine Road)
- M. Approve Ordinance Granting Certain Variation to 1011 North Schoenbeck Road, Prospect Heights, Illinois (Waiver 1st reading, approve).
- N. An Ordinance Amending the Liquor Code to Change the Qualifications of Servers (1st reading)"

APPROVAL OF EXPENDITURES

- O. Approval of Warrants

General Fund	\$54,481.61
MFT Fund	\$0.00
Palatine/Milwaukee TIF	\$1,204.50
Tourism District	\$4,970.68
Development Fund	\$1,566.00
DEA Fund	\$125.00
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	\$186.00

SS Area-Constr #6 (Water Main)	\$0.00
SS Area- Debt #6	\$0.00
Road Construction	\$4,149.50
Water Fund	\$3,889.01
Parking Fund	\$199.30
Road/Building Bond Escrow	\$0.00
TOTAL Expenditures	\$67,771.60
Wire Payments, Service Charges, & Payroll	\$118,493.14
TOTAL	\$186,264.74

XIV. COMMITTEE APPOINTMENTS

XV. RESIDENTS COMMENTS (Non Agenda Matters)

XVI. UNFINISHED BUSINESS

XVII. NEW BUSINESS

XVIII. ADJOURNMENT

POSTED: 4:30 PM by Deputy Clerk, K. Schultheis, 23 May 2014

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



**City Council Workshop
Consent Agenda Item No: VIII (C-E)**

Meeting Date: May 27, 2014

Item: Appointments to Various Municipal Organizations

Staff Contact: Ken Lopez, City Administrator

Purpose:

The purpose of this memo is to introduce several resolutions for appointments to various municipal organizations.

Background:

As part of a house cleaning item, several municipal organizations require municipalities to approve a resolution appointing certain individuals to serve as an authorized agent or a delegate. In this particular case IMRF, SWANCC and NWMC are seeking such a resolution. As your new City Administrator, I will serve as the authorized agent for IMRF and alternate delegate for SWANCC and NWMC.

Financial Impact:

None

Recommendation:

It is my recommendation to approve the resolutions on the May 27, 2014, City Council Consent Agenda.

Enclosures:

- Resolution appointing an authorized Agent the IMRF
- Resolution appointing a director and alternate directors to SWANCC
- Resolution appointing a delegate and alternate delegate to the NWMC

C

RESOLUTION NO. _____

**A RESOLUTION APPOINTING AN AUTHORIZED AGENT
TO THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)**

WHEREAS, Article VII Section 10, of the 1970 Illinois Constitution Authorizes the City to contract with individuals, associations, and corporations, in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Municipal Retirement Fund (IMRF) requires the appointment of an authorized agent; and

WHEREAS, such agent may exercise the powers contained in the Illinois Pension Code, 40 ILCS 5/7-135 as set forth herein and as may be amended thereafter; and

WHEREAS, it is in the best interest of the City to appoint the City Administrator, Kenneth J. López, as the authorized agent of the City to perform all duties related to the administration of the Illinois Municipal Retirement Fund for the City of Prospect Heights and shall have all powers and duties contained in the Illinois Pension Code, 40 ILCS 5/7-135.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, that the City Administrator, Kenneth J. López, be authorized to execute and the City Clerk is to certify, the Illinois Municipal Retirement Fund Form 2.20 "Notice of Appointment of Authorized Agent" a copy of which is attached hereto and made part of hereof as Exhibit "A" and submit the form to IMRF.

PASSED AND APPROVED this 27th day of May, 2014.

Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

D

RESOLUTION NO. _____

**A RESOLUTION APPOINTING A DIRECTOR AND ALTERNATE DIRECTORS
TO THE SOLID WASTE AGENCY OF NORTHERN COOK COUNT (SWANCC)**

WHEREAS, the bylaws of the Solid Waste Agency of Northern Cook County (hereinafter "SWANCC") requires members to appoint a Director and Alternate Directors to the Board.

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

Section 1. The Mayor and City Council of the City of Prospect Heights appoints Mayor Nicholas J. Helmer as the City's Director on the Board of Directors and appoints Kenneth J. López, City Administrator, as its first Alternate Director and Brigitta "Bree" Higgins, Alderman, Ward 5, as its second Alternate Director, in each case for a term expiring April 30, 2015, or until his/her successor is appointed.

PASSED AND APPROVED this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

E

RESOLUTION NO. _____

**A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE
TO THE NORTHWEST MUNICIPAL CONFERENCE**

WHEREAS, the bylaws of the Northwest Municipal Conference (hereinafter "NWMC") requires members to appoint the Mayor, President or Supervisor as Director and Alternate Directors of its choosing to the Board.

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

Section 1. The Mayor and City Council of the City of Prospect Heights appoints Mayor Nicholas J. Helmer as the City's Delegate to the NWMC and appoints Kenneth J. López, City Administrator, as its first Alternate Delegate and Patrick Ludvigsen, Alderman, Ward 4, as its second Alternate Delegate, in each case for a term expiring April 30, 2015, or until his/her successor is appointed.

PASSED AND APPROVED this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:



Prospect
Heights

City Council Meeting
Agenda Item No: IX (F)

Meeting Date: May 27, 2014

Item: Lift station repair work

Motion: I move to accept the quote from Metropolitan Pump to perform work at Pipe Lane Lift station in the amount of \$19,706.00.

Staff Contact: Steven L. Cutaia, Public Works Director

Purpose:

The purpose of this memo is to request approval to have Metropolitan Pump install two heavy-duty pumps, and new control panel at one of our lift stations.

Background:

The existing storm sewer lift station located at the 500 block of Piper Lane is aged, with obsolete devices. This proposal includes installation of two new pumps and a control panel. The public works staff will run the necessary new conduit in order to save some money.

Financial Impact:

The proposal is for \$19,706.00 which is budgeted in the FY 2014-15 budget.

Recommendation:

Based upon the specialization and importance of this system, staff recommends we proceed with the quote from Metropolitan Pump to perform work on the Piper Lane lift station work in the amount of \$19,706.00.

Votes Required to Pass:

Majority vote

Enclosures:

Copy of Proposal

METROPOLITAN



PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEVILLE, IL 60446-1343
(815) 886-8200 • FAX (815) 886-4573

www.metropolitanind.com

TO: Mr. Jim O'Neill
Village of Prospect Heights
Public Works Department
401 Piper Lane
Prospect Heights, Illinois
joneill@prospect-heights.org

Page 1 of 1

QUOTATION

PROJECT: Wimbledon L.S.
Prospect Heights, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

Storm Water Pump Station Pumps and Controls Replacement

Furnish Qty (2) Hydromatic Model S4M750M6-4 Heavy Duty Submersible Pumps Based on 700 GPM @ 19' TDH. 7.5 HP, 208 volt, 3 phase, 1750 RPM. Each pump to include HOR Style carrier assembly, HOR style sealing flange assembly and 15ft. Of stainless steel lifting chain and 50ft of power cable.

Controls to include a new control panel to be located inside of the existing back to back traffic style enclosure. The old back panel controls shall be removed and replaced with a complete new control system including; Control panel with starters, relays, transformer, heat sensor relays, seal failure relay, alarm light, HOA switches, run lights, intell-pump Smart controller. This new panel shall be installed in the field at the same time each pump is removed and new pumps are installed.

Installation

Installation shall include removal of the old control panel back panel and installation of the new controls, floats, chain and anchor float mounting system. Alarm light to be mounted on outside of cabinet. Each pump shall be removed and returned remain the property of the Village of Prospect Heights. (2) new pumps shall be installed in the same place as the original pumps. The pump cables shall be run back to the new control panel with one length of cable and no splicing.

Installation is based on weather permitting.

Start up shall be included for both the controls and pump together.

Note: The new conduits and removal of the existing junction box shall be the responsibility of the Village of Prospect Heights. These conduits shall be installed prior to the work being performed onsite by Metropolitan.

Note: Only the equipment mentioned in this proposal is included. Piping, Valves, Guiderail Components, junction boxes, Utility Metering, Main Disconnect Switch, Permits, Fees, Performance Bonding and taxes are not included.

TOTAL PRICE FOR THE ABOVE EQUIPMENT AND INSTALLATION IS:

\$19,708.00

(Taxes Not Included)

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	_____	Quotation No.	1213N9150KT
Firm:	_____	Submitted:	12/4/2013
By:	_____	Void after:	30 days
Title:	_____	Prepared By:	Ken Turnquist

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees, costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and accommodations for time lost from regular occupation, court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeville, IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other state or local taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatsoever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, war, shortage, failure to obtain deliveries or materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any part, which should be made of material will be replaced or replaced with an equal or better material, F.O.B. Company's works, provided such defective material is under normal and proper use and maintenance, and provided Purchaser shall give notice to the Company and a signed receipt of such defect within a reasonable time before repairing or altering the product in any way. The replacement of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NO LIABILITY FOR LOSS OF DAMAGE

The Company will not be responsible for loss of or damage to any apparatus resulting from improper handling, or from placing the apparatus in service, and will not assume any responsibility, expense or liability for any loss of or damage to any apparatus resulting from misfeasance or nonfeasance of any service provided hereunder.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction of any equipment sold hereunder or resulting from any service provided or from misfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company. The Company shall thereupon, as directed, cease work and deliver to the Purchaser, all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the uncompleted portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the uncompleted portion of the order, multiplied by the percentage of completion of the uncompleted portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferral period is not to exceed sixty days at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the uncompleted portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any time does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payments shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assurance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal it has fully complied with Section 12 (d) of the Fair Labor Standards Act of 1938, as amended.

STANDARD CONDITIONS OF SALE (Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts. It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sale are subject to final acceptance by Metropolitan Pump (hereinafter called "the Company") at its office at Homewood, IL, and shall be and constitute an Offer and Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, or: short age, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before replacing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the Company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction of any equipment sold hereunder or resulting from any service provided or from maintenance or nonmaintenance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of orders or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

(a) The price provided in the order for all articles or materials which have been completed prior to termination.

(b) Actual expenditures made by the Company in connection with the incomplete portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.

(c) Reasonable estimated profits on the incomplete portion of the order multiplied by the percentage of completion of the incomplete portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

(a) Deferral period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.

(b) On the incomplete portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any time does not justify continuance of the production or shipment or the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.



City Council Meeting Agenda Item No: IX (G)

Meeting Date: May 27, 2014

Item: Re-wire Street Lights

Motion: I move to approve the proposed electrical service from Norb & Son Electric in the amount of \$13,875.00.

Staff Contact: Steven L. Cutaia, Public Works Director

Purpose:

The purpose of this memo is to request approval for Norb & Son Electric to direct bore about 800' of new wiring for four existing street lights.

Background:

Approximately 8 years ago, an electrical problem occurred with the four street light poles on Apple Lane. Due to the City's current financial situation, at that time, staff temporarily installed above head wires.

This proposal will include new underground wiring along with the installation of LED lighting provided to the City through the recent grant.

Financial Impact:

The amount for the scope of work is for \$13,875.00 which is budgeted in the FY 2014-15 budget. The city selected three other quotes which were by Parking Lot Lights Inc. (\$23,500.00) and H & H (\$14,973.00).

Recommendation:

The staff recommends we proceed with proposed electrical service from Norb & Son Electric in the amount of \$13,875.00.

Votes Required to Pass:

Majority vote

Enclosures:

Copy of Proposal

NORB & SONS ELECTRIC, INC.

78 BROADWAY • DES PLAINES, IL 60016-2348

(847) 299-2414 Fax (847) 299-4303

Proposal Submitted To		Date: May 1, 2014
Name	Prospect Heights	Name
Street	8 N. Elmhurst Road	Street
City/State	Prospect Hts., IL 60070	City/State
Phone	847/ 398-6070 ext.207	Attn:
Fax	847/ 590-1854	

Norb & Sons Electric, Inc. proposes to furnish and/or install the following:

Direct bore approximately 800' and install 1" poly conduit.
 Install four (4) 8"x8"x4" pvc junction boxes at ground level one by each existing street light on Apple Drive.
 Pull three (3) #8 gauge wires and make necessary splices in pvc boxes.
 Install new feed from pvc box to existing light pole.
 Pick up power from existing light pole on west side of Burning Bush Drive.
 Replace four (4) customer furnished LED lights on four (4) existing pole lights.
 Remove existing over head feeds and return wire to Prospect Hts.
 Norb & Sons to backfill any areas where boring pits had to be dug.
 Owner to make any necessary landscape repairs as needed.
 Any underground obstructions that have to be removed in which manual labor is required or backhoe work involved will be considered an extra. And any unfavorable ground conditions that affect procedures will be an extra.
 Not responsible for private utilities on jobsite if not marked out by owner.

Labor and Material: \$13,875.00

Note: If required, any permit related fees are not included. \$200.00 deposit required to submit for permit/bond. Credit card payments will be subject to a 5% service fee of the total amount due.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Thirteen Thousand Eight Hundred Seventy-Five and 00/100 *** Dollars (\$ 13,875.00)**
 with payments to be made as follows: Due upon completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by contractor.

Respectfully Submitted **Norb & Sons Electric, Inc.**
 Per *Thomas Grochowski*
Plant Coordinator

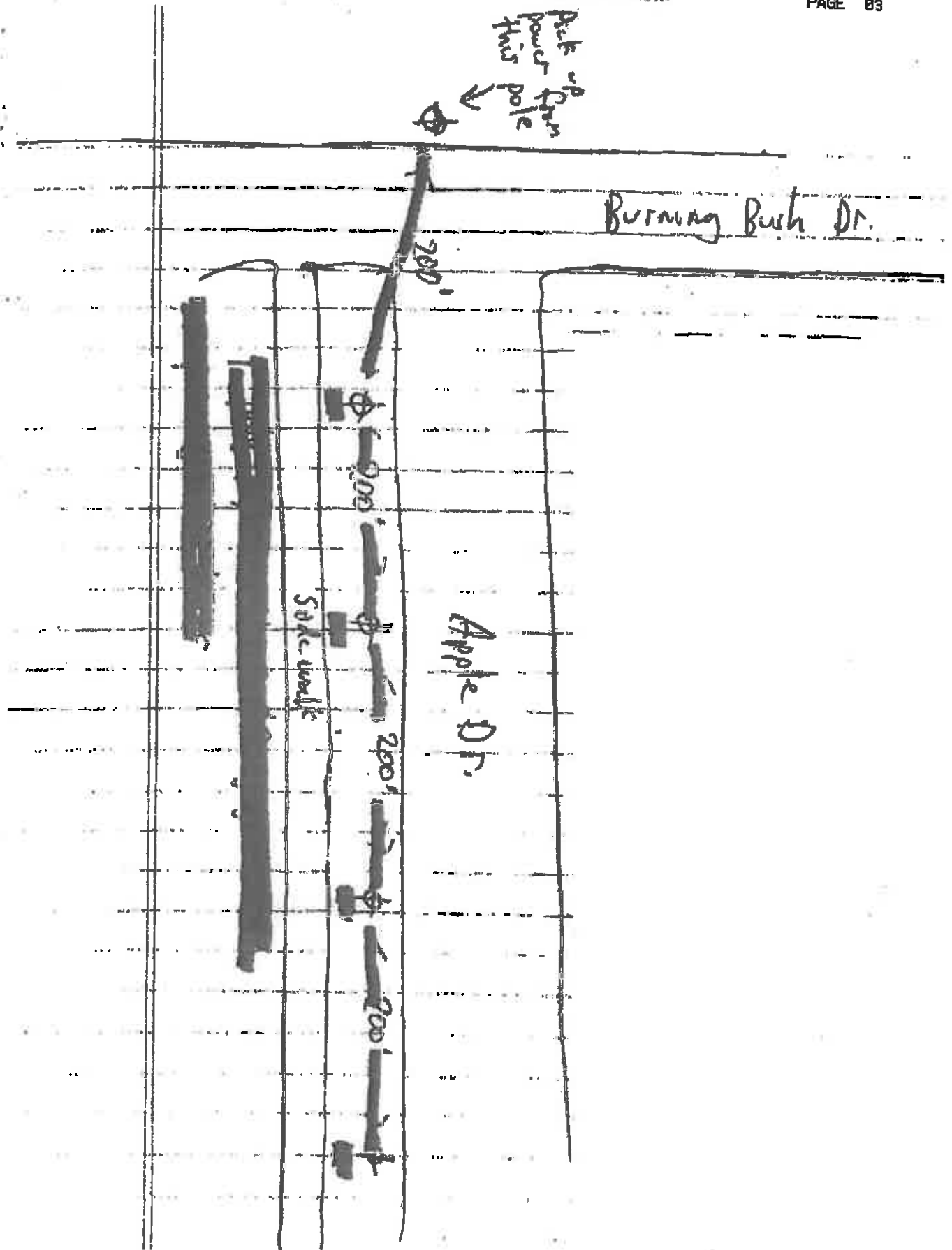
Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: 5-15-14

Signature *St. Cat*





Prospect Heights

**City Council Meeting
Agenda Item No: IX (H)**

Meeting Date: May 27, 2014

Item: Remove dead trees

Motion: I move to accept the proposal from Winkler's Tree service for tree removal in the amount of \$10,650.00.

Staff Contact: Steven L. Cutala, Public Works Director

Purpose:

The purpose of this memo is to request that we allow Winkler's Tree service, Inc. remove 16 dead trees throughout the City.

Background:

The City has many dead trees in our right of ways which are in need of removal. The public works department does not have the manpower, machinery, or experience to remove these large trees. Staff had worked with this company on previous occasions. Note: The City had applied for a EAB Tree removal grant.

Financial Impact:

The amount for the scope of work is \$10,650.00 which is budgeted in the 2014-15 budget. The city solicited two other quotes which were obtained by Birchwood Services (\$11,800.00) and Roy's Tree Service (\$10,950.00).

Recommendation:

Upon reviewing the quotes, staff recommends to award the tree removal contract to Winkler's Tree service in the amount of \$10,650.00.

Votes Required to Pass:

Majority vote

Enclosures:

Copy of Proposal



Winkler's Tree Service, Inc.

P.O. Box 1154 • LaGrange Park, Illinois 60526

(708) 544-1219 • Fax (708) 544-0405

e-mail: info@winklertreeservice.com

www.winklertreeservice.com

Illinois's First Nationally Accredited Tree Care Company



City of Prospect Heights Tree Removals

- | | |
|---|--|
| 2 West Ridge | Remove parkway Elm to near ground level
Tree is in row of bushes/can not access stump |
| NE corner of Euclid and Wheeling | Remove 2 dead Elms and grind stumps (leave the maple) |
| 1103 Oak Ave. | Remove parkway Oak and grind stump |
| 1215 N. Stratford | Remove parkway Elm farthest south and grind stump |
| 1144 N. Forrest | Remove parkway Elm and grind stump |
| 43 Glenbrook | Remove parkway Cottonwood and grind stump |
| 6 North Parkway | Remove 2 dead parkway Elms and grind stumps |
| 303 Ridge | Remove 2 dead parkway Spruce and grind stumps |
| 1016 wildwood North (West) | Remove parkway Maple marked with x and grind stump |
| 14 East Camp McDonald | Remove 4 Ash trees along road and grind stumps |

Haul all tree debris

Total price \$10,650

MEMORANDUM

To: Mayor and City Council
City Administrator

From: Michael F. Zimmermann, City Attorney

Date: May 22, 2014

Re: Assignment of Residential Solid Waste Services Agreement

As you know, Republic Services notified the city that it had purchased Allied Waste Disposal LLC. Republic which owns ARC Disposal, will be handling all commercial and residential waste through Allied instead of ARC. ARC will be dissolved. Republic requests that the City approve the assignment of the both the commercial and residential waste contracts from ARC to Allied.

On April 28, the city approved the assignment of the Commercial and Institutional Solid Waste Services Agreement between the City and ARC Disposal. As of April 28, the staff did not know whether Republic was making the request for the just the commercial contract or for both contracts. We have confirmed that the request is to assign both contracts.

Accordingly, attached for your review is a consent to assignment of the residential contract which has been revised and approved by my office and by Republic Services. Accordingly if the council agrees, approval of the attached consent to assignment is in order. If you have any questions, please do not hesitate to call.



**CONSENT TO CONTRACT ASSIGNMENT
(Prospect Heights Residential Franchise)**

1. There exists the Residential Solid Waste Services Agreement, dated February 21, 2006, by and between the City of Prospect Heights (the "City") and ARC Disposal Company, Inc., an Illinois corporation d/b/a ARC Disposal & Recycling, Inc. ("ARC Disposal"), regarding residential solid waste collection, transportation and disposal services (the "Contract"). The contract was amended June 30, 2011 and in September, 2013.
2. Republic Services, Inc., a Delaware corporation ("Republic"), has served the City for the past several years through its subsidiary ARC Disposal pursuant to the above-captioned Contract.
3. Republic has recently completed a series of acquisitions that have resulted in some market overlap among its subsidiaries. ARC Disposal is one of those subsidiaries.
4. As a result of those acquisitions, Republic intends to transfer all of the contracts remaining in the name of ARC Disposal to another Republic subsidiary serving the same geographic areas – a subsidiary called Allied Waste Services of North America, LLC, a Delaware limited liability company ("Allied").
5. Service under the Contract will not be interrupted, the same employees will continue to provide the same service, and no other Contract terms will be changed aside from the legal entity fulfilling all of ARC Disposal's previous responsibilities. Going forward, each Republic subsidiary in this market will brand itself uniformly, including all trucks, containers, carts, and driver uniforms, so that each subsidiary's connection with Republic is readily recognizable.
6. Section 12.1 of the Contract requires the consent of the "corporate authorities" of the City before any assignment can be effective.
7. The City consents to the assignment, delegation, and transfer by ARC Disposal to Allied of all of ARC Disposal's rights, duties, and obligations arising under the Contract.
8. Republic Agrees to guarantee the performance of Allied under the Contract and to fully perform the Contract in the event Allied fails to do so.
9. Nothing herein will otherwise affect any rights the City may have under the Contract and any subsequent assignments from Allied to a third party will still require the City's consent.

10. By signing below, Republic and Allied agree to be bound by the Contract as if original signatories thereto.

11. By signing below, each of the signatories warrants that he or she is duly authorized to execute this document and to bind their respective principals to the terms hereof.

12. This consent shall be effective only when signed by all parties as set forth below.

City of Prospect Heights, Illinois

By: _____

Name: _____

Title: _____

Date: _____

Republic Services, Inc., a Delaware corporation

By: _____

Its: _____

Date: _____

Allied Waste Services of North America, LLC, a
Delaware limited liability company

By: _____

Its: _____

Date: _____



**City Council Workshop
Agenda Item No: X (J)**

Meeting Date: May 12, 2014

Item: WRB, LLC Proposal to secure Additional Lake Michigan Water Supply

Staff Contact: Ken Lopez, City Administrator

Purpose:

The purpose of this memo is to introduce the proposal from WRB, LLC to assist the City with securing Lake Michigan Water Supply.

Background:

Several weeks ago, Mr. Balling came before the City Council to offer his services to assist the City with securing Lake Michigan water. The direction of the Council was to have Mr. Balling submit a proposal for further discussion and to potentially approve. Within the proposal, Mr. Balling identified four objectives that he hopes to accomplish should his services be retained.

The four objectives are:

1. Assist with securing a contractual commitment for an additional supply of Lake Michigan water
2. Assist the City in securing a low interest loan from the IEPA and/or grant
3. Assist the City in modifying Prospect Heights water allocation
4. Assist the City on activities related to the implementation of modifications to the City's water system

Financial Impact:

The proposal outlines a fee structure that would place Mr. Balling on a retainer of \$3,000 for 10 hours per month and an hourly rate of \$185 per hour for any contracted services beyond the 10 hours per month. The total monthly fee for WRB, LLC services could range between \$5,000 - \$7,000 per month. In the event the City moves forward with retaining the services of WRB, LLC, staff will be required to amend the City budget to accommodate the added expense that was not budgeted.

Recommendation:

Clearly, retaining the services of WRB, LLC will be beneficial to the City of Prospect Heights should the Council move forward with securing additional water supply. My only comment would be to reevaluate the objectives and determine which of the four objectives can be accomplished by City staff without the services of WRB, LLC.

Enclosures:

- WRB, LLC proposal.

WRB|LLC

412 S. Prindle Avenue
Arlington Heights, IL 60004
www.wrbllc.com

Phone: 847-398-8399
Fax: 847-394-4456
E-mail: bill@wrbllc.com

Mayor Nick Helmer and City Council
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, Illinois 60070

April 30, 2014

SUBJECT: Proposal to Secure an Additional Lake Michigan Water Supply

Mayor Helmer and Members of the City Council,

WRB,LLC Consulting and Management Services is pleased to present a proposal to secure an additional source of Lake Michigan water supply meeting the long term water demands of the City of Prospect Heights as reflected in the 2007 Water System Master Plan and 2013 Water System Study, both prepared by Baxter and Woodman. The focus of the project will be on securing a supply source from the Northwest Water Commission, Des Plaines but other alternative options will be investigated as well. A description of the work plan proposal is attached as Exhibit 1 to this letter. I believe it is in the interests of the City to proceed with formal communication to the Northwest Water Commission at once and I am available to commence my work in May.

WRB,LLC is a Management Services Company which is uniquely positioned to provide these services to Prospect Heights. As a former Village Manager and Chairman of the Northwest Water Commission I have sound Institutional knowledge on the structure of the Commission and as a Consultant, I have been involved with five significant Lake Michigan and water supply projects in the Chicago metropolitan area including a major contract structural rework for five southwestern suburbs and securing membership and permanent Lake Michigan Water Supply for four Lake County Water systems in the Central Lake County Joint Action Water Agency. A complete listing of client work can be found on my website www.wrbllc.com, but let me briefly summarize my qualifications and that of my firm.

PROFILE: William Balling

Bill Balling has extensive professional management experience in Municipal Government. For over 29 years he served as Buffalo Grove's Village Manager and throughout that period guided growth in the Village to three times its original size. Regional government service has also been an important part of Bill's career and he has served in policy executive leadership capacities as Chairman of the Northwest Water Commission serving 250,000 customers, Director and past Chairman for Northwest Central Dispatch serving 400,000 customers with emergency telecommunications, and as Chairman of the Executive Committee for the Solid Waste Agency of Northern Cook County, serving 700,000 customers with refuse disposal. Bill was instrumental in the formation and operations of these regional Agencies.

Throughout his municipal career, Bill has been the recipient of several recognitions and awards including receiving the Illinois City Management Leadership Award in Regional Government (1999), the Illinois Association of Municipal Management Assistants' Outstanding Manager's Award (2002-2003), and in 2002, received Special Service Recognitions from the Illinois Senate, the Illinois House of Representatives and the Chairmen of the Boards for Cook County and Lake County government. Bill is a life member of ICMA and maintains his membership with ILCMA, chairing from 2006-2009 the State Member Services Committee. He is the 2006 recipient of the ILCMA Robert B. Morris Lifetime Achievement Award. Bill has also been recognized twice as Rotarian of the Year and in 2000, was named Buffalo Grove Rotarian of the Decade, also receiving the Outstanding Citizen Award in 2002. Bill is also a multiple Paul Harris Fellow in Rotary International. He has participated for the past seven years in a Rotary District mission to eastern Guatemala.

Since 2006 Bill has been the Managing Director of WRB, LLC Consulting, a management consulting firm for Cities and Villages. WRB, LLC specializes in organizational analysis and development, interim management services, municipal operating systems development and deployment, and special research consulting. The firm has served a number of local government clients in the Chicago metropolitan area including cities, villages and regional governments. Major municipal clients work beginning 2006-2009 include the Villages of Northbrook, Bannockburn, and the City of Highwood (serving as Interim City Manager), Buffalo Grove, Kildeer (serving as Interim Village Manager). A major Lake Michigan water contract and capital development initiative launched in 2009 continues to the present for Tinley Park, Orland Park, Mokena, New Lenox and Oak Forest. Specialized salary and benefit verification work is also provided to the Cities of Highland Park and Lake Forest and the Villages of Deerfield, Vernon Hills, Gurnee, Wauconda and Lake Bluff. Regional governance support is provided to the Northwest Water Commission (4 members), the Northwest Municipal Conference (50 members), and Northwest Central Dispatch System (9 members). Clients engaged in 2009 include, involving regional issues include the County of Lake regarding sustainable water management, and the Metropolitan Mayors Caucus (MMC) relating to municipal service design and delivery starting with of Police and Fire services. 2010 Clients include the Village of Lombard (serving as Fire Chief), and the Village of Clarendon Hills (serving as Interim Village Manager) and municipalities associated with the MMC Service Delivery Task Force case studies include, The Villages of Oak Lawn, Alsip, Chicago Ridge, Franklin Park, West Dundee, East Dundee, Sleepy Hollow, and the Leyden Fire District. Also included for police and fire studies are the Villages of La Grange, La Grange Park, and Western Springs. WRB, LLC served as Project Manager for the North and West Lake County Lake Michigan Water Group with a cluster of 8 agencies from Lindenhurst to Wauconda seeking to develop a Lake Michigan water supply system. This project is currently focused on the Villages of Lindenhurst, Lake Villa and the County of Lake north water needs and financial structuring, and supply contract negotiations with the Central Lake County Joint Action Water Agency as that group's intended regional water supplier. Bill completed a multiyear assignment as Project Manager for the Lake County Water Supply Advisory Committee and was tasked with addressing water management issues on a regional basis. In 2011-2012 Bill served as the Interim Fire Chief in Elk Grove Village and completed this assignment by providing an overall department assessment and service plan for the Fire Department looking ahead several years. Also in 2012 Bill completed a management assessment and succession plan for the Round Lake Beach Police Department. He is currently serving on

a specialized consulting assignment to work with the Village of Barrington and its Fire Department to resize the Department to meet reduced service demands which became effective January 1, 2014. In 2014 Bill is assisting the DuPage Public Safety Communications (DU-COMM) initiative as Project Manager to implement the goal of establishing a second active communications facility for its 39 agency members.

In addition, Bill served for three years as a co-chairman of the Citizen's Advisory Committee to the Chicago Metropolitan Agency for Planning during the creation of the GoTo 2040 Regional Comprehensive Plan and continues to chair the Committee on critical infrastructure for the Metropolitan Mayor's Caucus. He also serves as a Bank Director for Northbrook Bank and Trust. These positions provide Bill with a unique perspective on the complex interrelationships of the Chicago business and governmental agendas.

Bill Balling received his Liberal Arts degree from Elmhurst College and holds a Masters degree in Public Administration from Northern Illinois University with an emphasis in municipal management. In 2002-03 Bill attended and was Certified in the Kellogg School of Management at Northwestern University. He maintains his professional Credentialing status through the International City and County Management Association (ICMA). Bill, an Army veteran, is married to Nancy and reside in Arlington Heights. They have two adult children who have active careers as a piano musician and health scientist.

PROFILE FOR WRBLLC CONSULTING AND MANAGEMENT SERVICES

WRB, LLC is a regional public management consulting and management services firm providing support to local units of government, regional organizations and special service agencies. Over the past 7 years, the Firm has been retained by over fifty jurisdictions in Cook, Lake, DuPage, Will and Kane Counties, Illinois to provide various management services and studies, meeting specific needs of its clients. A listing of current client work is contained on the Firm's website www.WRBLLC.com.

The Firm's emphasis is broken into four broad based categories which include:

- A. Organizational analysis and development, including major work in collaboration.
- B. Direct management services including Interim Director and Village Manager.
- C. Municipal operating systems development and deployment, including outsourcing.
- D. Special research consulting including development issues.

William Balling is a career Village Manager serving Illinois communities, having served as Buffalo Grove's Chief Administrative Officer for 29 years. For the past seven years, Balling has been the Managing Director of WRB, LLC Consulting and Services, providing management and advisory services to cities, villages and intergovernmental agencies in metropolitan Chicago. In addition to permanent management assignments, William Balling has experience with Interim Administrator assignments,

having been appointed as Interim City Administrator in Highwood, Illinois in 2008, and in Kildeer, Illinois in 2009, and finishing the Clarendon Hills Village Manager assignment in March, 2011. The Highwood engagement was modeled after WRB, LLC's Goal Directed Interim Management Program. The Highwood engagement included both interim management and a comprehensive organizational study which led to the establishment of Council/Manager Government in the City. The Kildeer and Clarendon Hills engagements did not call for a reorganization study, however both assignments required an organizational diagnostic assessment. This assessment was a comprehensive overview of the entire municipal organization, addressing and correcting areas in need of improvement and providing the municipality with a closing report useful to the Village Board and their permanent Village Manager. The 2010 Interim Fire Chief Assignment in Lombard produced an overall department service assessment leading to new approaches on delivery of core services for that department. The 2011-12 Elk Grove Village Interim Fire Chief assignment produced similar results and settled a labor agreement.

The Firm has been in practice since May of 2006 and has worked with Illinois Municipalities and regional agencies in addressing unique operating problems and issues. A major current project underway for the Firm is serving as Project Manager for the Service Delivery Task Force of the Metropolitan Mayors Caucus and identifying where service collaboration and consolidation may play an important role in redefining the cost structure of cities and villages. The Village of Barrington has retained WRB, LLC to resize its Fire Department in response to a restructuring of its overall service area and projected call demands.

One of the strengths of WRB, LLC is the ability to assemble specific professionals to address the unique aspects of our assignments so as to create an outstanding and successful client experience. The results of this structure are to engage only the skills specifically needed for completion of the assignment to reduce our operating cost structure for the benefit of our clients. This approach is possible due to the far reaching network of the Managing Director, William Balling, within the Illinois local governmental community. The Firm will seek the input of Associates who will be engaged as needed for specialized work, all under the direction of William Balling. The Firm's contact information is:

William R. Balling
WRB, LLC Consulting and Management Services
412 So. Prindle Ave.
Arlington Heights, Illinois 60004
Office: 847-398-8399
Mobile: 847-863-7101
E-Mail: Bill@wrblc.com

WRB, LLC
Illinois Client Listings

Lake County:

City of Highland Park, compensation
City of Highwood, Assessment and Interim Management
City of Lake Forest, compensation
County of Lake, Public Works Department, Regional Water supply
County of Lake, Water Supply Advisory Committee, Regional water supply management
Village of Antioch, Lake Water supply planning
Village of Bannockburn, economic development
Village of Buffalo Grove, organization and economic development
Village of Deerfield, compensation
Village of Fox Lake, Lake water supply planning
Village of Gurnee, compensation
Village of Hawthorn Woods, Lake water supply planning
Village of Kildeer, Assessment and Interim Management/ specialty litigation support
Village of Lake Bluff, compensation
Village of Lake Villa, compensation
Village of Lake Zurich, Lake water supply planning
Village of Lindenhurst, Lake water planning and Implementation
Village of Long Grove, Lake water supply planning
Village of Round Lake Beach, Police command and leadership assessment
Village of Volo, Lake water supply planning
Village of Wauconda, compensation, Lake water supply planning

Cook County, North

Northwest Central Dispatch, Arlington Heights, Impact of 9th member study
Northwest Municipal Conference, Des Plaines, Organizational assessment
Northwest Water Commission, Des Plaines, contract reopener for water supply
Village of Barrington, Fire department redesign
Village of Elk Grove Village, Fire Department assessment, Acting Fire Chief
Village of Glenview, Building Department shared service study
Village of Mount Prospect, Specialty litigation support
Village of Northbrook, reorganize the building department and permit process
Village of Northfield, Building Department shared services study
Village of Wilmette, Building Department shared services study
Village of Winnetka, Building Department shared services study

Cook County, Central

Metropolitan Mayors Caucus, Chicago, Regional service delivery report, analysis of legislative proposals
Leyden Fire Protection District, Shared services study
Village of Franklin Park, Shared services fire study
Village of La Grange, shared services study, police and fire
Village of La Grange Park, shared services study, police and fire
Village of Western Springs, shared services , police and fire

Cook County, Southwest

City of Oak Forest, Community collaboration on water supply and delivery
Village of Alsip, Shared services fire study
Village of Chicago Ridge, Shared services fire study
Village of Oak Lawn, shared services Fire study
Village of Orland Park, Community collaboration on water supply and delivery
Village of Tinley Park, Community collaboration on water supply and delivery

DuPage County

DuPage Public Safety Communications, DU-COMM. Glendale Heights Project manager for second facility
Village of Clarendon Hills, Village assessment, Interim Manager
Village of Lombard, Department assessment, Interim Fire chief

Kane County

Village of East Dundee, shared services police study
Village of Sleepy Hollow, shared services police study
Village of West Dundee, shared services police study

Will County

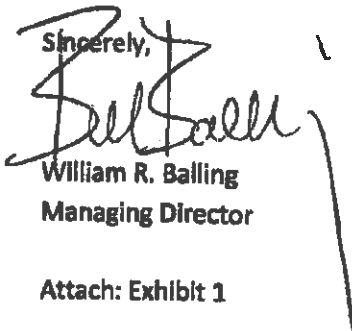
Village of Mokena, Community collaboration on water supply and delivery
Village of New Lenox, Community collaboration on water supply and delivery

FEE STRUCTURE AND APPROACH TO ENGAGEMENT

The nature of this engagement will require consistent work by WRB,LLC and close coordination with the Prospect Heights Staff and designated representative of the City Council. Actual hours will vary and I propose that a base hour retainer of \$3,000 for 10 hours per month be utilized followed by and actual hourly billing for hours worked beyond 10 hours per month. WRB,LLC Management Services charges its basic hourly rate plus 12% overhead for clients receiving Interim Management Services. The hourly rate is \$165 per hour of contracted services plus the 12% overhead factor which produces a combined hourly rate of \$185 per contracted hour. For budget planning purposes I would suggest a \$5,000-\$7,000 monthly budget allocation. In addition I anticipate that the City Administrator, City Engineer, Community Development Director, and City Attorney will be called upon to assist in assignments related to the project and those costs would be in addition to the charges for WRB,LLC.

I welcome the opportunity to review this proposal and work plan with yourself and the City Council at a time in the near future convenient to your schedule. Thank you for the opportunity to serve the City of Prospect Heights on this important initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Balling", with a long vertical line extending downwards from the end of the signature.

William R. Balling
Managing Director

Attach: Exhibit 1

Exhibit 1. Scope of Services for the City of Prospect Heights, Lake Michigan Water Supply Project

WRB,LLC Engagement Objective:

WRB,LLC has four primary objectives to accomplish for the City of Prospect Heights:

1. To secure a contractual commitment for an additional supply of Lake Michigan water to satisfy the long range demand requirements of the City of Prospect Heights as reflected in the Baxter and Woodman Water System Master Plan , 2007 and Water System Study, 2013.
2. To assist the City in securing a low interest IEPA loan or grant to fund all or a portion of the infrastructure identified in the Water Master Plan to fund the capital portion of the project.
3. To assist the City in an modification to the City's Lake Michigan Water Allocation as administered by the Illinois Department of Natural Resources, Water Resources Division.
4. To assist the City on activities relating to the implementation of modifications to the City water system.

Within these four objectives lie several tasks needed to be accomplished for successful completion of the project, including the following:

1. Objective #1 Tasks related to Water Supply Commitment

- a. Review documentation, published materials, and presentations of the City related to City of Prospect Heights Water Master Planning.
- b. Identify preliminary interest and capabilities of potential water suppliers.
- c. Prepare an Implementation and strategy for the City on supply procurement.
- d. Thoroughly pursue supply service from the Northwest Water Commission.
- e. Conduct meeting with the NWC staff, identify service parameters and limitations, cost issues.
- f. Evaluate NWC service options including becoming an additional NWC Member, becoming an NWC Customer, or becoming a Customer to a Member.
- g. Prepare business terms to secure commitment.
- h. Prepare and present proposals to potential suppliers.
- i. Negotiate and finalize a supply Agreement.

2. Objective #2 Tasks related to Project financing.

- a. Confirm cost components and paying participants related to the receiving infrastructure and the delivery infrastructure.
- b. Assess grant and cost sharing opportunities, loans and debt options, and organize into a preferred financial plan.
- c. Prepare the IEPA low interest loan pre-application and secure an intent to fund.
- d. Assist in the preparation o the full loan application including coordinating the public hearing and public information needs of the project.
- e. Confirm customer cost impact of the new infrastructure.
- f. Evaluate alternative operating plans and potential partners including adjacent public and private delivery systems and identify private system interest in the project.
- g. Prepare and present the recommended financing plan.

Objective #3 Tasks relating to IDNR Allocation modification.

- a. Review status of current allocation.
- b. Coordinate with IDNR on a pre-application basis.
- c. Assist the City Engineer on the IDNR application.
- d. Assist in the IDNR application presentation.

Objective #4 Tasks related to project implementation

- a. Assist the City where needed on implementation work items.
- b. Maintain an implementation task calendar.
- c. Negotiate any additional contracts related to the operational aspects of the expanded system.



City Council Workshop Agenda Item No: X (K)

Meeting Date: May 12, 2014

Item: Extend Application Time for Vehicle Licenses

Motion: I move to extend the vehicle licenses "After April 1st Late Fee" deadline to June 15th for calendar year 2014

Staff Contact: Ken Lopez, City Administrator

Purpose:

The purpose of this memo is to discuss and approve an extension of the "After April 1st Late Fee" to June 15th.

Background:

At the request of Mayor Hclmcr, staff is seeking to extend the deadline of the "After April 1st Late Fee" for vehicle licenses. Currently, the Prospect Heights City Code identifies three fee schedules for vehicle license applications. There is an "Until March 31st Early Fee", "After April 1st Late Fee" and "After June 1st Late Fee". Each fee varies depending on vehicle classification and when the vehicle license application was applied for.

The request is to extend the "April 1st Late Fee" until June 15, 2014, while postponing the enforcement of the "After June 1st Late Fee" until after June 15, 2014, thereby giving applicants a 15 day extension to pay the "April 1st Late Fee".

The intent of the extension is to allow residents of Prospect Heights additional time to apply for a vehicle license prior to being assessed with a higher late fee.

Financial Impact:

No financial impact.

Recommendation:

Extend the vehicle license "after April 1st Late Fee" deadline to June 15th.

Enclosures:

- Prospect Heights City Code Title 10, Chapter 1, Section 7

10-1-5

10-1-7

10-1-5: LICENSE PLATES, LABELS, STICKERS: Every person who procures a vehicle license pursuant to this chapter shall receive at the time of payment of the fee a city license plate, label, sticker or tag without extra charge therefor; such plate, label, sticker or tag shall be numbered serially and bear the number and year for which issued. Each such label or sticker shall be permanently affixed to the lower right hand corner of the windshield, per instructions on the sticker, at all times that the vehicle is operated in the city. Each such motorcycle tag or plate shall be affixed with bolts to the rear license plate. (Ord. 0-84-07, 6-4-1984)

10-1-6: FEES APPLICABLE TO LICENSE PERIOD: Effective January 1, 1991, the vehicle license period shall be on an annual fee basis from April 1 through September 30 of each license year, except as provided in section 10-1-4 of this chapter. Semiannual fees shall apply only to those vehicles becoming subject to this chapter not earlier than October 1 of the license year, except as provided in section 10-1-4 of this chapter. (Ord. 0-90-29, 7-16-1990)

10-1-7: LICENSE FEES: Effective April 1, 2010, the annual fees for vehicle licenses shall be determined by the following schedule:

Classification	License Fee		
	Until March 31 ("Early Fee")	After April 1 ("Late Fee")	After June 1 ("Late Fee")
Passenger vehicle (including, but not limited to, motor cars)	\$ 70.00	\$105.00	\$140.00
Other motorized vehicles (including, but not limited to, motorcycles, motor scooters and recreational vehicles)	35.00	43.00	70.00
Senior citizens. Must be 65 years of age or older (Only 1 vehicle license issued at lower rate to same household)	30.00	45.00	60.00
Disabled. Only 1 vehicle license issued at lower rate to same household	30.00	45.00	60.00

Classification	License Fee		
	Until March 31 ("Early Fee")	After April 1 ("Late Fee")	After June 1 ("Late Fee")
Commercial vehicles. Gross weight in pounds including vehicle and maximum load:			
<u>Class</u>	<u>Weight In Pounds</u>		
B	8,000 or less	\$ 90.00	\$135.00
D	8,001 to 12,000	130.00	195.00
F	12,001 to 16,000	170.00	255.00
H	16,001 and over	210.00	315.00
Semiannual fees	50% of the annual fees		
Transfer fees	\$10.00		
Duplicate fees	\$10.00		

The late fee shall apply to licenses for vehicles owned prior to April 1, but for which the license was not timely obtained for the license year. The early fee shall apply to all licenses obtained prior to April 1 for a given license year and to vehicles obtained during the course of the license year provided an application for a license is made within thirty (30) days after the applicant has acquired title to such vehicle. The early fee shall apply to vehicles of residents who become residents during the license year provided that the application for license is made within thirty (30) days after the applicant becomes a resident of the city or within thirty (30) days after a firm or corporation moves its principal offices to the city. (Ord. 0-10-04, 3-22-2010, eff. 4-1-2010)

10-1-8: REDUCED LICENSE FEES:

- A. Senior Citizens: The annual fee for passenger vehicles shall be as shown in section 10-1-7 of this chapter. (Ord. 0-08-19, 5-19-2008, eff. 5-30-2008; amd. Ord. 0-10-04, 3-22-2010, eff. 4-2-2010)
- B. Disabled Veterans' Licenses: Any disabled veteran who is qualified to obtain a disabled veterans' plate from the state pursuant to 625 Illinois Compiled Statutes 5/3-609, as amended, shall be entitled to



L

MEMORANDUM

To: Nicholas J. Helmer, Mayor
City Council

CC: Ken Lopez, City Administrator

From: Michael F. Zimmermann, City Attorney

Date: May 21, 2014

Re: Second Amendment to Agreement for Purchase
and Sale of Real Estate – 31-33 E. Palatine

We received an additional request from the buyer of 31-33 E. Palatine to extend the financing contingency to May 26, 2014. You may recall that the council approved a similar extension April 28th, when it approved a First Amendment which extended the contingency to May 12, 2014. The First Amendment allowed the extension but called for an extension payment of \$17,000, an amount equal to \$1,000 for each day of the extension. The attached Second Amendment also calls for an extension payment of \$1,000 per day and for the \$10,000 earnest money to be immediately payable to the City.

The Buyer has already signed the Second Amendment and tendered a check for \$20,000. The \$20,000 equals 15 days of extension at \$1,000 per day and the second \$5,000 earnest money payment which the buyer was late in tendering. For the Second Amendment to be effective, the council needs to approve it on May 27th. Once the council approves, we will direct the escrow officer to pay the original \$5,000 earnest money deposit to the City immediately.

If the transaction closes, the \$42,000 paid to date will be applied to the purchase price. If it does not close, the payments are forfeited to the city.

Attached is A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (31-33 EAST PALATINE ROAD) as well as the Second Amendment. If anyone has any questions, please do not hesitate to call. Thank you.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
(31-33 EAST PALATINE ROAD)**

WHEREAS, the City of Prospect Heights, Cook County (the "City") is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, Section 5/11-76-4.1 of the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, grants the power to Illinois municipalities having a population of less than 500,000 inhabitants to sell surplus real property; and

WHEREAS, the City owns certain surplus real property located at 31-33 East Palatine Road ("Property"); and

WHEREAS, the City entered into an Agreement for Purchase and Sale of Real Estate ("Agreement") with Stery Trucking, Ltd. ("Stery") on January 16, 2014; and

WHEREAS, the City and Stery entered into a First Amendment to Agreement for Purchase and Sale of Real Estate on April 28, 2014; and

WHEREAS, the City and Stery desire to further amend the Agreement;

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

SECTION 1: The above recitals are hereby incorporated into this Resolution as if set forth verbatim.

SECTION 2: The Mayor is authorized to sign the Second Amendment to Agreement for Purchase and Sale of Real Estate ("Second Amendment") between the City and Stery, substantially in the form attached hereto and incorporated as Exhibit A. Prior to executing it, the Mayor is authorized to make modifications to the form of the Second Amendment.

SECTION 3: The Mayor, City Administrator and City Attorney are authorized to take all necessary actions and execute all necessary documents for the closing of the purchase of the Property and to carry out the purpose of this Resolution.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this _____ day of _____, 2014.

NICHOLAS J. HELMER, MAYOR

ATTEST:

STACEY ADAMSON, CITY CLERK

AYES:

NAYS:

ABSENT:

EXHIBIT A

Second Amendment to Agreement for Purchase and Sale of Real Estate

SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE ("Amendment") is entered into this ____ day of _____, 2014, between the City of Prospect Heights, Illinois, a municipal corporation ("City") and Stery Trucking, Ltd., an Illinois corporation ("Stery"). The following recitations are incorporated herein and made a part hereof.

A. The parties entered into a certain Agreement for Purchase and Sale of Real Estate dated January 16, 2014 ("Agreement");

B. On April 28, 2014, the Parties entered into a FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE to accommodate the Buyer's request for an extension of financing contingency;

C. The Buyer requests a second extension of the financing contingency to May 26, 2014;

D. The City and Stery wish to Amend the Agreement as provided below.

NOW, THEREFORE, in consideration of the recitations above and mutual covenants below, it is agreed as follows:

1. All terms used herein shall have the meaning ascribed to them in the Agreement.
2. The Addendum to the Agreement is hereby amended in its entirety to state as follows:

ADDENDUM

This contract shall be contingent upon Buyer's obtaining a firm written mortgage commitment on or before May 26, 2014 for the fixed rate loan of 80% of the Purchase Price with the interest rate not to exceed 5% per annum, amortized over not less than 20 years. City may continue to market the subject property for sale until such time as Buyer sends a written waiver of this contingency. In the event the Seller receives a written offer to purchase the subject property,

05/19/2014

Seller shall notify Buyer of said offer and Buyer shall have 5 days to waive this contingency. If Buyer does not waive this contingency in writing within said 5 days, Seller may accept the other offer and declare this agreement null and void.

3. As consideration for this Second Amendment, Buyer shall pay the amount of \$15,000 to the City of Prospect Heights in certified funds ("Extension Payment") upon execution of this Amendment. Said Extension Payment shall be the property of the City of Prospect Heights upon being tendered, shall not be refundable under any circumstances, but shall be applied to the Purchase Price at Closing.

4. The Earnest Money called for in Section 2.2 of the Agreement shall be immediately payable to the City of Prospect Heights upon execution of this Second Amendment. The Earnest Money shall not be refundable under any circumstances, but shall be applied to the Purchase Price at Closing.

5. Except as amended hereby, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the day and date first written above.

Accepted by Seller:

CITY OF PROSPECT HEIGHTS, ILLINOIS

By: _____
Nicholas J. Helmer, Mayor

Attest: _____
City Clerk

Accepted by Purchaser:

STERY TRUCKING LTD.

By: _____

Name: _____

Title: _____



City Council Meeting Agenda Item No: X (M)

Meeting Date:

May 27, 2014

Item:

PZBA Case #14-04V to allow for a variance at 1011 N Schoenbeck Road.

Motion:

I move to approve the Ordinance granting certain variation to permit a four foot five inch encroachment of a second story addition over an existing non-conforming principle structure currently encroaching in the fifteen foot interior side yard setback, located at 1011 North Schoenbeck Road, Prospect Heights, Illinois

Staff Contact:

Steven L. Cutaia, Public Works Director

Purpose:

The purpose of this memo is to request the approval of PZBA Case #14-04V that is to allow for a second floor to encroach 4'.41" into the required 15' side yard setback at 1011 N Schoenbeck Road.

Background:

The applicant/ homeowner of 1011 North Schoenbeck has requested to build a second story addition on top of their existing non-conforming structure. They are seeking a variance for a second floor addition to match the existing non-conforming structure below. The variance is for an encroachment of 4'.41" into the required 15' side yard. The PZBA voted unanimously in favor of this variance proposal.

Financial Impact:

No financial impact.

Recommendation:

Based upon the approval from the PZBA, staff also recommends approval of this ordinance (PZBA Case 14-04).

Votes Required to Pass:

Majority vote

Enclosures:

PZBA Application, proposed ordinance, and PZBA Meeting minutes

ORDINANCE NO.

AN ORDINANCE GRANTING CERTAIN VARIATION TO PERMIT A FOUR FOOT FIVE INCH ENCROACHMENT OF A SECOND STORY ADDITION OVER AN EXISTING NON-CONFORMING PRINCIPAL STRUCTURE CURRENTLY ENCROACHING IN THE FIFTEEN FOOT INTERIOR SIDE YARD SETBACK, LOCATED AT 1011 NORTH SCHOENBECK ROAD, PROSPECT HEIGHTS, ILLINOIS.

WHEREAS, the Sections 7.01E.2, of the Prospect Heights Zoning Ordinance as applicable to the property legally described in Exhibit A attached hereto (hereinafter "Property") and commonly known as 1011 Schoenbeck Road prescribes the construction of a second floor addition four feet five inches (4'5") in the required fifteen foot (15') interior side yard on an existing legal non-conforming single-family home; and

WHEREAS, the Owners of the property have submitted a petition for a second floor addition, that would encroach four feet five inches (4'5") into the required fifteen foot (15.0') interior side yard; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on April 24, 2014 regarding said petition; and

WHEREAS, the Plan Zoning Board of Appeals has found the petition meets the standards for a variation and has recommended the variation be approved; and

WHEREAS, the Mayor and City Council have reviewed the documents pertinent to the application and the recommendations of the Plan/Zoning Board of Appeals and determined that the standards for the variation have been met; and

WHEREAS, the Mayor and City Council find that the record supports a finding that applicant faces a particular hardship and strict enforcement of the Zoning ordinance prevents applicant from the full use and enjoyment of his land;

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

Section 1. The City Council hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby adopts same as part of this Ordinance.

Section 2. That a variation is hereby granted to reduce the side yard setback of fifteen feet (15') side yard as prescribed in the Zoning Ordinance to encroach four feet five inches (4'5") to permit only the construction of the second floor addition to the south lot line.

Section 3. That this Ordinance and all exhibits attached hereto shall be recorded at the Cook County Recorder's office at the expense of the owners.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and APPROVED this 12th day of May, 2014

Mayor

ATTEST:

City Clerk

AYES:
NAYES:
ABSENT:

Effective Date:

EXHIBIT A

That LOT 1 IN EHLEER AND WENBORG'S COUNTRY GARDEN'S UNIT NUMBER 5, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 660 FEET OF THE WEST 660 FEET THEREOF) OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, commonly known as 101 West Hintz Road, Prospect Heights, Illinois 60070. PIN # 03-15-109-009-0000.

RECEIVED
CITY OF PROSPECT HEIGHTS

2014 MAR 21 PM 12:31

FOR OFFICE USE ONLY:

FEE PAID

RECEIPT #

DATE

REC'D BY

CASE #

MEETING DATE

PLAN/ZONING BOARD OF APPEALS
APPLICATION

☐ Special Use (\$400)

☒ Variation (\$150)

☐ Text Amendment (\$300)

☐ Map Amendment (Refer to Ord. 0-03-18)

☐ Subdivision/PUD (Refer to Ord. 0-03-18)

☐ Lot Consolidation (Refer to Ord. 0-03-18)

APPLICANT:

LAURA JONIKANE

ADDRESS:

1011 N. SCHOENBECK RD
PROSPECT HEIGHTS IL 60070

PHONE:

Home: 847 215 5041 Work: 847 529 4575 Cell: 847 401 7388

ADDRESS OF SUBJECT PROPERTY:

1011 N. SCHOENBECK RD
PROSPECT HEIGHTS IL 60070

PROPERTY IS LOCATED IN THE R-1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE:

7.01 E.2.

DESCRIPTION OF REQUEST:

2nd story addition to encroach
into the south interior 15' required side yard.

Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES ☐ NO ☒ If yes, please describe:

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

The following items MUST be submitted at time of filing:

1. Application (12 copies)
2. Plat of Survey (12 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application (12 copies). (Note: please include one copy for file no larger than 11" x 17").
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only - 12 copies)
5. Notice to Property Owners (1 copy) - Note: Explanation of Request should match description on Application
6. List of Property Owners (1 copy) obtained from the Wheeling Township Office, 1616 N. Arlington Heights Rd., Arlington Heights, IL 60004 - Tel: 847/259-1515 of all properties lying within 350 ft. of property line/subject's property once approved confirmation letter from the City of Prospect Heights is received.
7. Application Fee (cash or check made payable to: City of Prospect Heights)

Date: 03/21/14

Howie
Signature of Applicant

FILE COI

**City of Prospect Heights
Plan/Zoning Board of Appeals
April 24, 2014**

The regular meeting of the Plan/Zoning Board of Appeals was called to order at 7:00 pm by Chairman Weidman, at City Hall, 8 N. Elmhurst Road, in Prospect Heights, Illinois.

ROLL CALL:

Present: Commissioners Tammen, Dash, Wyatt, Frank-Watson, Roscoe, Jones and Chairman Weidman
Absent: None

Present at the meeting: Director of Building & Zoning Steve Skiber, Assistant Director of Building & Zoning Steve Cutaia and Administrative Assistant Julie Malik-Mordian.

APPROVAL OF February 27, 2014 MINUTES

Motion made by Commissioner Tammen, seconded by Commissioner Frank-Watson, to approve the meeting minutes from February 27, 2014 as presented. The motion was approved by a roll call vote.

ROLL CALL VOTE:

AYES: Commissioners Dash, Tammen, Wyatt and Chairman Weidman
NAYS: None
ABSENT: None
ABSTAIN: Commissioner Jones and Roscoe
Motion carried.

Case No. 14-04V

Applicant: Laura Jonikane
Address: 1011 N. Schoenbeck Rd.
Reason: 2nd story addition to encroach 4.41 feet into the south interior 15' required side yard.

Chairman Weidman entered the following exhibits into the record:

ZBA Exhibit 1: Application
ZBA Exhibit 2: Hardship Letter
ZBA Exhibit 3: Public Hearing Notice
ZBA Exhibit 4: Plot of Survey
ZBA Exhibit 5: Site Plan

Mrs. Laura Jonikane presented the green cards from the notices to Chairman Weidman.

Mr. Chairman Weidman swore in Mrs. Jonikane who lives at 1011 N. Schoenbeck Rd., Prospect Heights, Illinois 60070. Also swore in Mr. Richard Rasmore the architect.

Mr. Chairman Weidman asked Mr. Skiber if there are any open building permits for this property. Mr. Skiber stated that there is no building permits open at this time. Mr. Chairman asked why they still need the variance. Its non-conforming house and the proposed addition will stay in-line with it. Mr. Cutaia spoke regarding the comments. when accepting this application we examined the Plat of Survey which showed an existing non-conforming split level house encroaching about 5' into the required setback.

Their proposal is to construct a second floor addition over the same encroaching existing foot print which there were no safety issues.

Mr. Chairman Weidman asked who is responsible for the foundation under the house, there was terrible movement viewing from the street, the brick has some sever cracks in it and the roof lines have shifted. The architect spoke up and stated they would be responsible for the foundation of the house. They dug in the crawl space to examine the foundation and felt it was ok. Commissioner Frank-Watson had a comment in this case the hardship cannot be: the family is expanding, or the relatives are visiting so additional space is needed. This is not a recognized hardship however this is a non-conforming home just wanted to put that into the record.

Motion made by Commissioner Jones, seconded by Commissioner Frank-Watson, to approve case ZBA-14-04V. The motion was approved by a roll call vote, 7-10.

Case No. 14-06V

Applicant: Marcin Kowalczyk

Address: 8 W. Willow Rd.

Reason: Garage addition encroaching 2 feet 6 ¼ inches into the required 15' east interior side yard.

Mr. Marcin Kowalczyk presented the green cards from the notices to Chairman Weidman.

Mr. Chairman Weidman swore in Mr. Kowalczyk who lives at 8 W. Willow Rd., Prospect Heights, Illinois 60070.

Mr. Skiber spoke regarding the comments; Mr. Kowalczyk applied for the yard variance for the encroachment of east interior of the side yard 2 feet 6 ¼ inches for the addition for the garage. On the Plat of Survey the house is not centered on the lot and if it were centered on the lot he wouldn't need to apply for the variation. So he has a genuine zoning hardship in relation to the placement of the original house on the lot. Further he is encroaching into a required yard of 3 feet or less, which allows the PZBA to have the final authority over his request. Also he has spoken to his neighbor which he supports the petition.

Motion made by Commissioner Tammen, seconded by Commissioner Frank-Watson, to approve case ZBA-14-05V. The motion was approved by a roll call vote, 7-10.

COMMUNICATIONS

Ultra Foods -- May 22, 2014 PZBA Meeting for additional signage on Rand Rd. and West Thomas.

OLD BUSINESS

Status of the Comprehensive Plan, PZBA presentation on May 22, 2014 and a steering committee meeting on June 19, 2014 along with a City Council presentation on May 12th.

NEW BUSINESS

New City Administrator -- Ken Lopez starting May 1, 2014.

ADJOURNMENT

The April 24, 2014 Plan/Zoning Board of Appeals meeting was adjourned by unanimous voice vote, at 7:20pm with a motion made by Commissioner Roscoe, seconded by Commissioner Dash.

Respectfully Submitted,

Julie Malik-Mordian, Recording Secretary

N



To: Mayor and City Council

From: City Administrator

CC: Michael F. Zimmermann, City Attorney

Date: May 23, 2014

Re: Proposed Ordinance Amending the Liquor Code to Allow Employment of 18 to 21 year olds as Servers.

On Wednesday, the city received the attached request from Judie Fiandaca, John Fiandaca's wife, on behalf of Player's Pub & Grill. Ms. Fiandaca believes that Player's has great deal of trouble in its recruitment of new employees because of the city's rules about the age of servers in liquor establishments. The state code and many neighboring communities allow servers in licensed establishments to be 18 years or older. Our code prohibits this.

Section 2-3-7.B. provides:

It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to engage, or employ, or permit any person under the age of twenty one (21) years to handle, sell, serve or deliver alcoholic liquor, or to entertain, or to act as host or hostess in or upon the licensed premises where the principal business is the sale of alcoholic liquor, while such premises are open for the sale at retail of alcoholic liquor. Any person under the age of twenty one (21) years, engaged or employed or permitted to work in or upon the general premises where the sale of alcoholic liquor is not the main or principal business may not work as entertainer, host or hostess, or in connection with the handling, selling, serving or delivering of alcoholic liquor.

The mayor would like the city council to consider amending the code to allow servers to be 18 years or older. Under the proposed amendment, Servers between the age of 18 and 21 would

not be allowed to "attend bar, or to pour, draw, mix, or otherwise prepare alcoholic liquor for consumption on the premises." However, they would be allowed to serve as wait staff.

The mayor has placed the item on the May 27 council agenda in order to begin the consideration of the amendment. He is not asking for immediate action that night and is open to the matter being referred to the June 9th council workshop. However, if the council is amenable to the ordinance change, the mayor wants it to have the option to take action on the 27th.

ORDINANCE NO. O-14-__

An Ordinance Amending the Liquor Code (Employment of 18 to 21 year olds as Servers)

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

SECTION 1. That Title 2, BUSINESS AND LICENSE REGULATION, Chapter 3, Liquor Control, Section 2-3-17, Sanitary Conditions; Employment of Nonage Persons, of the Prospect Heights City Code, as amended, is hereby further amended with deletions in strikethrough and additions in underlined text so that the same shall be read as follows:

2-3-17: SANITARY CONDITIONS; EMPLOYMENT OF NONAGE PERSONS:

- A. Premises: All premises used for the retail sale of alcoholic liquor, or for the storage of such liquor for sale, shall be kept in full compliance with the ordinances regulating the condition of premises for the storage and sale of food for human consumption.
- B. Employees: ~~It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to engage, or employ, or permit any person under the age of twenty one (21) years to handle, sell, serve or deliver alcoholic liquor, or to entertain, or to act as host or hostess in or upon the licensed premises where the principal business is the sale of alcoholic liquor, while such premises are open for the sale at retail of alcoholic liquor. Any person under the age of twenty one (21) years, engaged or employed or permitted to work in or upon the general premises where the sale of alcoholic liquor is not the main or principal business may not work as entertainer, host or hostess, or in connection with the handling, selling, serving or delivering of alcoholic liquor.~~ No licensee holding a license permitting the sale of alcohol liquor for immediate consumption shall employ or permit any person under the age of 21 years to attend bar, or to pour, draw, mix, or otherwise prepare alcoholic liquor for consumption on the premises, provided that nothing herein shall prohibit an employee of such a licensee who is under the age of 21 years from performing wait staff functions or carrying alcoholic liquor to and from tables as part of the licensee's service.

SECTION 2. That Title 2, BUSINESS AND LICENSE REGULATION, Chapter 3, Liquor Control, Section 2-3-21. GENERAL CONDUCT AND CONDUCT OF EMPLOYEES IN LICENSED ESTABLISHMENTS, of the Prospect Heights City Code, as amended, is hereby

further amended with deletions in strikethrough and additions in underlined text so that the same shall be read as follows:

A. Definitions: The following terms shall have the meanings ascribed to them in this subsection:

EMPLOYEE: Any agent, manager, employee, entertainer, barkeeper, host, hostess, waiter, waitress or other such person employed on any contractual basis by such an establishment, or receiving any remuneration for services in such an establishment. Except as expressly allowed in this Chapter. ~~All~~ all such defined individuals must be at least twenty one (21) years of age.

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

PASSED and APPROVED this ____ day of _____, 2014.

ATTEST:

Nicholas J. Helmer, Mayor

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form:

APPROVAL OF WARRANTS

5/27/14-COUNCIL MEETING		
<u>Checks</u>		
General Fund	\$	51,481.61
MFT Fund		
Palatine/Milwaukee TIF		1,204.50
Tourism District		4,970.68
Development Fund		1,566.00
DEA Fund		125.00
Solid Waste Fund		
S S Area #1		
S S Area #2		
S S Area #3		
S S Area #4		
S S Area #5		
S S Area #8 - Levee Wall #37		186.00
S S Area-Constr#6(Water Main)		
S S Area-Debt#6		
Road Construction		4,149.50
Road Construction Debt		
Water Fund		3,889.01
Parking Fund		199.30
Road/Building Bond Escrow		
TOTAL	\$	67,771.60
<u>Wire Payments</u>		
PAYROLL 5/16/14		118,493.14
Total Warrant	\$	186,264.74