PUBLIC NOTICE

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

THE REGULAR WORKSHOP MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, NOVEMBER 9, 2015 AT 6:30 P.M.

IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL,
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
MAYOR NICHOLAS J. HELMER PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:

1. **CALL TO ORDER**

2. **ROLL CALL FOR QUORUM**

3. **PLEDGE OF ALLEGIANCE** - Led by Mayor Helmer (in honor of Veterans Day)

4. **INVOCATION** - None

5. **APPROVAL OF MINUTES**
   A. October 26, 2015 City Council Regular Meeting Minutes

6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

7. **APPOINTMENTS AND CONFIRMATIONS**

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

8. **CITIZEN CONCERNS AND COMMENTS (agenda matters)**

9. **STAFF AND ELECTED OFFICALS REPORTS**

10. **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 a Council member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.

11. **OLD BUSINESS**
A. Resolution Authorizing Sales Tax Sharing Agreement with Ruffolo Fresh Market, Palwaukee Plaza, 610 N. Milwaukee.
B. Request from Stella's Place, 1201 A. North Elmhurst Road, for Class C-1 Beer and Wine Liquor License and Consideration of Ordinance Increasing Number of Class C-1 Licenses.

12. **NEW BUSINESS**
A. Presentation by Lakhani Hospitality Plan/Proposal for Reuse of the Former Fairbridge Inn Property, 1090 Milwaukee, and Request and Consideration of Resolution Supporting Lakhani Hospitality 7(b) Cook County Property Tax Assistance Application.
B. Plan Commission/Zoning Board Report and Recommendation and Ordinance Granting Certain Variations at 202 Grove Place. (Request Adoption on First Reading)
C. Staff Report and Ordinance RE: Establishment of Sewer Connection Fees.
D. Referral to Plan Commission/Zoning Board, Ordinance Providing for Amendment of City Code Regarding Special Use Regulation for Video Gaming Establishments.
E. Discussion of Tax Levy.
F. Ordinance Amending Zoning Code (1414 Rand) (Request Waiver of 1st Reading)

13. **APPROVAL OF WARRANTS**
A. Approval of Expenditures

General Fund	$99,208.33
MFT Fund	$0.00
Palatine/Milwaukee TIF	$3,828.00
Tourism District	$9,524.03
Development Fund	$312.78
DEA Fund	$613.57
Solid Waste Fund	$29,289.00
SS Area #1	$0.00
SS Area #2	$0.00
SS Area #3	$0.00

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SS Area #4	$0.00
SS Area #5	$26,589.82
SS Area #8 – Levee Wall #37	$304.36
SS Area-Constr #6 (Water Main)	$0.00
SS Area- Debt #6	$0.00
Road Construction	$66.00
Road Construction Debt	$0.00
Water Fund	$1,161.99
Parking Fund	$611.08
Road/Building Bond Escrow	$0.00
TOTAL	$171,508.96
CK# 196838 to COMED	**$1,052.78**
10/30/15 Payroll Posting	**$140,310.53**
TOTAL WARRANT	**$312,872.27**

14. **RESIDENT COMMENTS (non-agenda matters)**

15. **EXECUTIVE SESSION**

16. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

17. **ADJOURNMENT**

Posted: by Karen Schultheis by 5PM, November 6, 2015

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

11A

To: Mayor and City Council

From: Joe Wade, City Administrator

Subject: Request from Ruffolo Fresh Market, Palwaukee Plaza, for Consideration of Sales Tax Sharing Agreement with City of Prospect Heights

Purpose: Ruffolo Fresh Market is in the process of negotiating lease terms with the ownership of Palwaukee Plaza for the space formerly occupied by the former Savalot Grocery Store. Louie Ruffolo, the owner of the Market has advised the City that a sales tax sharing agreement is necessary for him to finalize the lease agreement and begin operating the store. The grocery store is seeking a sharing agreement for five years, with terms of 50 per cent of municipal sales tax share for the first year, 40 per cent share for the second year, 30 per cent shared for the third year, twenty per cent shared for the second year and 10 per cent shared for the fifth and final year. The terms reflect the desire to use the sales tax assistance as the business develops, but not as an ongoing, structural assistance mechanism.

If lease and sales tax sharing agreements can be enacted, Mr. Ruffolo anticipates opening the store before the end of this year.

Background: Mr. Ruffalo is a veteran in the groceries business, having worked for Caputo's for twenty-five years. Presently, he owns and manages Ruffalo Fresh Market, in Rolling Meadows. The business plan for the Prospect Heights location is to provide a full-service grocery store, with a butcher and meat counter, deli, produce, and standard grocery shelf items.

Projected gross revenue for the store is projected from $3,650,000-$4,750,000, with associated municipal sales tax of $36,000-$47,000. Identified benefits of the opening of this store to the City include: generation of sales taxes, reuse of a vacant store, strengthened commercial base at Palwaukee Plaza, local employment opportunities, and need for a grocery store in this area.

All

City Resolution R-11-28 "A Resolution Establishing a Sales Tax Incentive Program for New or Expanded Business" provides authorization for applications of this nature. A copy of this resolution is attached for reference.

The attached resolution approving the sales tax agreement and agreement has been drafted by City Attorney Zimmermann.

Staff recommendation: Approval of resolution and agreement.

RESOLUTION NO. ___________

A RESOLUTION APPROVING A SALES TAX INCENTIVE AGREEMENT
(Ruffolo Fresh Market, Inc.)

WHEREAS, Ruffolo Fresh Market, Inc., an Illinois corporation ("RFM")intends to lease a portion of certain real estate located within the corporate limits of the City which has been developed as a retail Plaza known as Palwaukee Plaza (the "Plaza"), within which a portion of a building previously contained the Savalot Grocery Store.

WHEREAS, without any retail sales activity occurring in the vacant space of the Plaza no Illinois retailers' occupation taxes have been generated from the vacant space during such period resulting in economic loss to the City; and

WHEREAS, RFM has negotiated a lease or is in the process of negotiating a lease with the owner of the Plaza, under which RFM intends to be the tenant in the vacant space and to operate a grocery store; and

WHEREAS, the City has determined it is essential to the economic and social welfare of the City that the City promote the economic vitality of the community by assuring opportunities for development and sound and stable commercial growth within the corporate limits of the City; and

WHEREAS, the City has reviewed data submitted by RFM, has considered oral presentations made on behalf of RFM before the City Council and has taken into account its own knowledge and information relating to the Plaza and based thereon, the City finds as follows:

1. That the portion of the building in the Plaza which would be leased to RFM has been vacant and has remained less than significantly unoccupied and underutilized; and
2. That the project is expected to create job opportunities within the City; and
3. That the redevelopment of the building and exterior areas of the Plaza will serve to further the development of adjacent areas; and
4. That without this Agreement, the redevelopment and the attraction of a new tenant operating a retail store generating retailers' occupation taxes that will benefit the City would not be possible; and
5. That RFM meets high standards of creditworthiness and financial strength; and
6. That the project will strengthen the commercial sector of the City; and
7. That the project will enhance the tax base of the City; and
8. That this Agreement is made in the best interests of the City; and

WHEREAS, the City in approving this Agreement is exercising the powers provided by Illinois statute and has made the findings required by law, specifically, 65 ILCS 5/8-11-20; and

WHEREAS, in order to make it economically feasible for RFM to proceed with the redevelopment, the City has agreed to reimburse RFM for a portion of its redevelopment, operating and other costs and expenses through the use of an economic incentive based on the taxable sales business of the grocery store conducted in the Plaza and a portion of the City's share of the resulting Illinois retailers' occupation taxes and non-home rule retailers' occupation taxes received by the City; and

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

SECTION ONE: That the ECONOMIC INCENTIVE AGREEMENT ("Agreement") between RFM and the City in substantially the form attached as Exhibit A hereto is hereby approved.

SECTION TWO: Prior to executing same, the Mayor is hereby authorized to make modifications to the Agreement as to form or substance except for modifications which would increase the incentive payments or the financial burden on the City;

SECTION THREE: The Mayor is authorized to execute same and any documents necessary to carry out the Agreement. The mayor and city administrator are authorized to take all necessary steps to carry out this resolution and the Agreement.

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

PASSED AND APPROVED this _____ day of __________________, 2015.

____
MAYOR

ATTEST:

____
CITY CLERK

AYES:

NAYS:

ABSENT:

ECONOMIC INCENTIVE AGREEMENT
BETWEEN CITY OF PROSPECT HEIGHTS AND RUFFOLO FRESH MARKET, INC.

This Economic Incentive Agreement ("Agreement") is made and entered into this ____day of November, 2015 by and between the City of Prospect Heights, an Illinois municipal corporation (the "City"), and Ruffolo Fresh Market, Inc., an Illinois corporation ("RFM").

WITNESSETH

WHEREAS, RFM intends to lease a portion of certain real estate located within the corporate limits of the City which has been developed as a retail Plaza known as Palwaukee Plaza (the "Plaza"), within which a portion of a building previously contained the Savalot Grocery Store.

WHEREAS, without any retail sales activity occurring in the vacant space of the Plaza no Illinois retailers' occupation taxes have been generated from the vacant space during such period resulting in economic loss to the City; and

WHEREAS, RFM has negotiated a lease or is in the process of negotiating a lease with the owner of the Plaza, under which RFM intends to be the tenant in the vacant space and to operate a grocery store; and

WHEREAS, the City has determined it is essential to the economic and social welfare of the City that the City promote the economic vitality of the community by assuring opportunities for development and sound and stable commercial growth within the corporate limits of the City; and

WHEREAS, the City has reviewed data submitted by RFM, has considered oral presentations made on behalf of RFM before the City Council and has taken into account its own knowledge and information relating to the Plaza and based thereon, the City finds as follows:

1. That the portion of the building in the Plaza which would be leased to RFM has been vacant and has remained less than significantly unoccupied and underutilized; and

2. That the project is expected to create job opportunities within the City; and

3. That the redevelopment of the building and exterior areas of the Plaza will serve to further the development of adjacent areas; and

4. That without this Agreement, the redevelopment and the attraction of a new tenant operating a retail store generating retailers' occupation taxes that will benefit the City would not be possible; and

5. That RFM meets high standards of creditworthiness and financial strength; and

6. That the project will strengthen the commercial sector of the City; and

7. That the project will enhance the tax base of the City; and

8. That this Agreement is made in the best interests of the City; and

WHEREAS, the City in adopting this Agreement is exercising the powers provided by Illinois statute and has made the findings required by law, specifically, 65 ILCS 5/8-11-20; and

WHEREAS, in order to make it economically feasible for RFM to proceed with the redevelopment, the City has agreed to reimburse RFM for a portion of its redevelopment, operating and other costs and expenses through the use of an economic incentive based on the taxable sales business of the grocery store conducted in the Plaza and a portion of the City's share of the resulting Illinois retailers' occupation taxes and non-home rule retailers' occupation taxes received by the City; and

NOW THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is mutually agreed as follows:

1. **Recitals**

The recitals set forth hereinabove are hereby expressly incorporated by reference, as if fully set forth herein.

2. **Term of Agreement**

This agreement shall be in effect from the Store Opening Date (as defined below) until the date which is 5 years after the store opening date, unless terminated earlier as set forth below.

3. **Certain Definitions**

As used in the Agreement the following terms shall have the following meanings:

"Grocery Store" shall mean the operation a "Ruffolo Fresh Market" grocery store or its successor in interest in the vacant space at the Plaza as part of the project.

"Incentive Payment" shall mean the percentage of Tax Receipts payable to RFM in accord with the formula set forth in Section 8 below.

"Landlord" shall mean PABCOR MANAGEMENT, LLC or its successors and assigns.

"Project" shall mean the execution of a lease with PABCOR MANAGEMENT, LLC as set forth above, the renovation of the former Savalot Grocery Store retail space at the Plaza, and the operation of a grocery store in the renovated space at the Plaza.

"Store Opening Date" shall mean the first day of the first calendar quarter following the Grocery Store opening for business to the public.

"Tax Receipts" shall mean amounts of Retailer's Occupation Tax Revenues and Non-home Rule Municipal Retailers' and Service Occupation Taxes actually received by the City of Prospect Heights and remitted by RFM from its operation of the grocery store in accord with applicable state law and section 2-2-9 of the Prospect Heights Code. RFM acknowledges and agrees that funds received by the City that are generated by the taxable sales from any other business other than the Grocery Store operated by RFM in the Project shall not be Tax Receipts under this agreement. It is intended that all of the sales tax receipts received by the City from the operation of the Grocery Store including Grocery Store concessionaires operating within the Grocery Store shall be considered "Tax Receipts."

4. Legislative Authority

The City, a non-home rule municipality operating pursuant to Article 3.1 of the Illinois Municipal Code has made the findings of fact required by 65 ILCS 5/8-11-20 and represents to RFM that the adoption of this Agreement is within the scope of its authority and that it is duly authorized and empowered to enter into and carry out the terms of this Agreement.

5. Assignment of Agreement

Except as is hereinafter provided, no party to this Agreement may transfer, exchange, sell, assign, hypothecate or convey (hereinafter collectively referred to as "transfer") any of its respective rights or interests under this Agreement to any third party without the prior, written authorization of the other party which shall not be unreasonably delayed, withheld or denied. Notwithstanding the foregoing, RFM may assign or transfer all rights, title and interest in this Agreement to a successor entity ("Successor") with experience operating similar type grocery stores by providing Thirty (30) days notice to the City. Said Successor must be a grocery store operator which will operate the entire space at the Plaza and must produce sales tax Revenue for 1 year which meets or exceeds that produced by RFM in the immediately prior full calendar year. Such Assignment shall be valid only if made during the term of this Agreement and within 30 days of RFM's cessation of the operation of the grocery store. The Successor will execute an Assignment and Assumption Agreement, whereby the Successor will agree to adopt and become liable on all of the terms, conditions and obligations of RFM beginning on the transfer date. The

Assignment shall be deemed made when the Successor executes the Assignment and Assumption Agreement.

6. Responsibilities of RFM

RFM agrees to complete the Project and to cause such construction and other activities as are required under its lease with Landlord to be promptly commenced and diligently pursued to completion.

7. Limitation of the City Responsibilities

Other than the Incentive Payments to be made pursuant to this Agreement, the City shall have no obligation to incur any other cost or expense associated with the construction and completion of the redevelopment of the Plaza.

8. Economic Incentive

Subject to the conditions set forth in this Agreement, the City shall pay the Incentive Payment for during each anniversary year following the Store Opening Date. The Incentive Payment shall be payable in quarterly installments on or before the later of 30 days after the close of a given quarter or 30 days after the City's receipt of the applicable Tax Receipts from the State of Illinois, whichever is later .

Incentive Payments. The Incentive Payment shall be calculated by multiplying the percentage in the below chart by the total Tax Receipts actually received by the City during the applicable quarter.

Year	Incentive Payment to RFM
1	50.00%
2	40.00%
3	30.00%
4	20.00%
5	10.00%

Limited Liability for Incentive Payment. The City's liability for the incentive payment is expressly limited to the percentage (set forth in paragraph 8 above) of Tax Receipts (as defined above). The City shall be under no obligation to utilize any other funds to pay the Incentive Payment.

9. Terms and Conditions for the Economic Incentive

The parties recognize and agree that the City's commitment to provide the Economic Incentive to RFM is expressly contingent upon RFM or a Successor operating a grocery store in the commercial space initially being leased to RFM in the Plaza ("RFM Space") for the 5-year term provided for herein. If RFM or its Successor fails to operate the grocery store in the RFM Space, no future Incentive Payments shall be due.

10. Sales Tax Data

A. Prior to any payments by the City of any sums as provided for in this Agreement, RFM shall cause to be delivered to the City, on a monthly basis, properly prepared, and executed Illinois Retailers' Occupation Tax, Use Tax and Service Occupation Tax returns and/or other documentation submitted by RFM to the Illinois Department of Revenue, which sets forth the amount of Sales Tax that RFM paid to Illinois Department of Revenue with respect to the grocery store at the Plaza. Additionally, in the event that the Illinois Department of Revenue does not make available to the City said documentation, RFM shall provide alternative documentation that details the amount of Sales Taxes that RFM paid to the Illinois Department of Revenue.

B. In the event that any sales tax returns by RFM that have been submitted to the City are amended, RFM shall promptly forward a photocopy of such amended sales tax returns to the City, clearly identifying them as an amendment of a sales tax return previously submitted to the City.

C. The sales tax returns and any amended sales tax returns submitted to the City shall be certified by RFM to the City as being true, accurate and complete copies of the originals thereof.

D. RFM shall cooperate with the City in obtaining such information and shall provide the City with a written consent on a form satisfactory to the Illinois Department of Revenue authorizing the Illinois Department of Revenue to release all gross revenue and sales tax information (including amendments, credits and other changes) for the for the RFM grocery store at the Plaza. The authorization shall authorize such information to be released to the City for a period extending two years beyond the period the City is obligated to make payments under this Agreement.

11. Limitation of Liability

No recourse under or upon any obligation or covenant of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the City, its officers, agents and employees, in any amount in excess of any specific sum agreed by the City on the terms and conditions hereof to be paid to RFM hereunder and no liability, right or claim at law or in equity shall attach to, or shall be incurred by the City, its officers, agents and employees in excess of such amounts, and all and any such rights or claims of RFM against the City, its officers, agents and employees in excess of such amounts are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

12. Mutual Assistance

The City and RFM agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms hereof.

13. Provisions Concerning Limitation on Obligation

The receipt by the City of its local governmental share of Retailers' Occupation Tax Revenue from taxable sales by the business activities conducted by RFM or its successor tenant in the RFM Space as provided earlier in this Agreement, shall be a condition precedent to any obligation of the City to pay monies to RFM and, as such, no obligation from the City to RFM shall exist unless the City has first received, such Retailers' Occupation Tax Revenue at least equal to the sum(s) payable under this Agreement.

14. Default

Upon an occurrence of a default by RFM, the City shall be relieved of any and all of its obligations arising pursuant to this Agreement and such obligations on the part of the City shall be immediately canceled and without any force or effect.

15. Failure to Pay Taxes and Fees

The RFM's failure to timely pay any and all taxes and fees imposed by City ordinance shall be considered "abandonment" of the Plaza. Upon the Abandonment of the Plaza by RFM, this Agreement shall immediately terminate.

16. No Debt of the City

This Agreement does not constitute a general obligation of the City and RFM acknowledges that the City has no obligation hereunder to make any payments to RFM from the City's general fund or any other funds.

17. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between RFM and the City relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

18. Governing Law, Waiver and Notices

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state or federal court located within Cook County in the State of Illinois. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement. Any notices required in this Agreement shall be effective when in writing and four (4) business days after mailing by certified mail, return receipt requested, or by delivering the same in person or to an officer of such party or by private overnight courier, when appropriate, addressed to the party to be notified.

All notices to the City shall be sent to:

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, Illinois 60070
Attention: Mayor

All notices to RFM shall be sent to:

Ruffolo Fresh Market, Inc.
Attn: Louie Ruffolo
1414 W Algonquin Road
Arlington Heights, IL 60005

or to such other address as a party may designate for itself by notice given from time to time to the other parties in the manner provided herein.

19. Time is of the Essence

Time is of essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof, and they hereby acknowledge that the successful performance of this Agreement requires their continued cooperation.

20. Remedies

In the event of a breach of any of the terms and conditions of this Agreement which is not timely cured, the non-breaching party shall have the right to terminate this Agreement. In addition, the non-breaching party shall have the right, by any action or proceeding at law or in equity, to secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both including the recovery of reasonable attorney fees. The foregoing rights and remedies shall be cumulative and not exclusive.

21. Prevailing Wage Act

RFM acknowledges the adoption of Public Act 96-0058, effective January 1, 2010 which provides that under the Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"), the term "public works" includes all projects funded in whole or in part through bonds, grants, loans or other funds made available by or through the State or any of its political subdivisions. RFM agrees to segregate the Incentive Payments received under this agreement from any monies used for construction of public works. The Act requires contractors and subcontractors hired by SVT to pay laborers, workers and mechanics performing services on public works projects such as the Construction Project no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Information regarding current prevailing wage rates, is provided in the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. In event RFM uses the Incentive Payments provided under this agreement for the construction of Public works, it understands that it is bound to follow the requirements of the Act and that all contractors and subcontractors rendering services related to public works must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

22. Indemnity

RFM for itself, its successors and assigns hereby agrees that RFM shall defend, hold harmless and indemnify the City, its mayor, aldermen, employees, agents and attorneys from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise out of this Agreement from third parties., including the Illinois Department of Labor. The obligation of RFM in this regard shall include but shall not be limited to all civil penalties, costs and expenses, including reasonable attorneys' fees, incurred by the City in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. RFM for itself its successors and assigns covenants that it will reimburse the City, or pay over to the City, all sums of money the City pays, or becomes liable to pay, by reason of any of the foregoing, and will make payment to the City as soon as the City makes demand to RFM. In any suit or proceeding brought hereunder, the City shall have the right to appoint counsel of its own choosing to represent it.

In the event any portion of this indemnity is determined to be unenforceable or invalid, the parties agree that the city may reduce any Incentive Payment by an amount equal to any fine penalty, award or liability of or against the City as a result of this Agreement or SVT's actions pursuant to this Agreement.

23. Mutual Covenants

The parties agree to the following other mutual covenants:

A. Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

B. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, after exhaustion of all appeals or periods for such, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein. The City agrees to vigorously defend any claim made by any third party which challenges the validity of this Agreement or any provision hereof.

C. Amendment: This Agreement may be amended at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes signed by all of the parties to this Agreement.

D. Binding On: This Agreement shall be binding on the parties, and their respective successors, assigns and legal representatives.

E. Section and other Headings: Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

F. No Third Party Beneficiaries. Except as expressly set forth in this Agreement, there shall be no third-party beneficiaries to this agreement.

G. Permits and Approvals: RFM recognizes and agrees that the City has sole discretion with regard to all approvals and permits including, but not limited to, approval of the development plans, building permits and occupancy permits. Such approval power of the City is not a part of this agreement and the failure on the part of the City to grant any required approval or issue any required permit shall not be deemed a default under this Agreement, or give rise to any claim against or liability of the City pursuant to this Agreement.

H. Authorization to Execute: The person who has executed this Agreement on behalf of RFM warrants that he or she has been lawfully authorized to execute this Agreement on behalf of RFM. The Mayor and Clerk of the City hereby warrant that they have been lawfully authorized by the City Council of the City to execute this Agreement. RFM and the City shall deliver to each other upon request copies of any resolutions, ordinances or other documents required to legally evidence the approval of this Agreement and authority to so execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF PROSPECT HEIGHTS,
an Illinois municipal corporation

By:______________________________
Nicholas J. Helmer, Mayor

ATTEST:

____

Ruffolo Fresh Market, Inc.,
an Illinois corporation

By:______________________________

Its: President

City Clerk

RESOLUTION NO. R-11-28

A Resolution Establishing a Sales Tax Incentive Program for New or Expanded Businesses

WHEREAS, the Mayor and City Council find that the promotion of retail sales and the expansion of the commercial tax base is in the best interest of the residents of the City of Prospect Heights;

WHEREAS, in order to promote retail businesses, the Mayor and City Council find it is necessary, convenient and in the public interest to make it of record that they support the rebate of sales taxes to new retail businesses or existing businesses which invest in their Prospect Heights business and substantially expand operations here;

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

Section 1: **Findings.** 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 Resolution.

Section 2: **Sales Tax Incentive Program.** That there is hereby established the Prospect Heights Sales Tax Incentive Program. The program shall commence December 1, 2011 and continue until November 30, 2012.

Section 3: **Eligibility.** The program is available to all new businesses desiring to open within the City of Prospect Heights during the program term. The program is also available to existing businesses desiring to expand by a factor of two either the size of their physical store or their sales operations as measured in dollars of sales per calendar year.

Section 4: **Application.** Businesses desiring to participate in the program must compete an application on a form prepared by the City Administrator's office. In the application, the applicant must (a) describe the nature of the business and whether it is a new or existing business; (b) explain in detail the amount of the rebate requested and the proposed use of the rebated funds; (c) certify that applicant can comply with all applicable law including the Prevailing Wage Act, as applicable; (d) if applicant is an existing business, applicant shall explain in detail the nature of the expansion and whether it is a physical or an operational expansion; (e) if the expansion is a physical expansion, provide the existing size of the retail store and the proposed size; (f) if the expansion is an operational expansion, provide (i) the amount of current annual retail sales, (ii) the forecasted amount of annual retail sales resulting from the expansion, (iii) the method of accomplishing the expansion whether by addition of employees or the investment in new sales systems or otherwise.

Section 5: **Action on Applications.** The Mayor and City administrator shall review all applications for compliance with the above criteria. They shall work with the applicant to reach a proposed sales tax incentive agreement subject to approval by the City Council. Upon recommendation by the Mayor, the City Council may approve an application and sales tax incentive agreement as it determines compliance with the above criteria in its sole discretion.

Section 6: **Compliance with this Resolution**. Any deviation from the terms of this resolution shall not affect the validity of any sales tax incentive agreement now existing or which may be entered into in the future. Nothing in this resolution shall require the City to enter into a sales tax incentive agreement with any person or firm.

PASSED AND APPROVED this 24th day of October, 2011.

Nicholas J. Helmer,
MAYOR

ATTEST:

CITY CLERK

AYES: Aldermen Higgins, Ludvigsen, Mendez, Styler, Williamson

NAYS: None

ABSENT: None

CITY OF PROSPECT HEIGHTS
CORPORATE
SEAL
Incorporated
A.D.
1976
ILLINOIS

11B

To: Mayor and City Council Members

From: Peter P. Falcone, Assistant to the City Administrator

Subject: An Ordinance Amending the Number of Class C-1 Liquor Licenses

November 5, 2015

Purpose: This ordinance increases the number of C-1 liquor licenses from the City's current number of five (5) to six (6), to accommodate a request from Laredo Hospitality for the establishment of a new video gaming facility and neighborhood café to be located at 1201 A. North Elmhurst Road.

Background: The City currently has five (5) C-1, beer and wine, liquor licenses which are all being utilized. On August 24, 2015, the City approved a special use ordinance permitting a food service use for Laredo Hospitality, 1201 A. North Elmhurst Road. The establishment would be named Stella's Place and offer adult patrons coffee, light meals, beer and wine, and gaming. To operate the establishment as envisioned, Laredo Hospitality requires a liquor license and has requested the City increase its number of C-1 liquor licenses from five (5) to six (6).

ali

LAREDO HOSPITALITY

September 22, 2015

Dear Mayor Helmer,

I wanted to introduce you to our company and our Stella's Place concept. We are a Chicago based start-up with over 60 years combined experience in building premium restaurant and hospitality brands.

Stella's Place is an upscale neighborhood café and gathering place for adults to relax, enjoy a coffee, light meal, beer / wine, socialize and game with other adults in a non-bar environment. Our passion is delivering high quality restaurant and hospitality experiences. With Stella's Place, we've assembled a world-class design team to help us develop a very stylish, yet comfortable design. Additionally, we've worked hard to develop a high quality, diverse café menu. Stella's Place will operate as a true café, we think it would be the perfect addition to Prospect Heights.

We have identified a location in Prospect Heights that we're very excited about, 1201 A. North Elmhurst Road, and are requesting a Class C-1 Beer and Wine Liquor License. Hour of operation for the establishment would be Sunday, from Noon – 2:00am and Monday – Saturday from 8:00 am to 2:00 am, open 7 days per week.

We welcome the opportunity to present before the City Council and would be happy to provide any additional information.

Best Regards,

Gary Leff

CEO, Laredo Hospitality Ventures

2700 S. River Road Suite 106 Des Plaines IL 60018 847-268-4964

ORDINANCE NO. O-15-

AN ORDINANCE AMENDING THE NUMBER OF CLASS C-1 LIQUOR LICENSES

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

SECTION ONE: That Title 2, Chapter 3, Section 9, "Licenses: Classes, Fees, Limitations on Number and Hours of Operation," of the Prospect Heights City Code, as amended, is hereby further amended to increase the number of licenses available as follows:

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

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

AYES:

NAYS:

ABSENT:

PASSED this ________ day of ____________________, 2015.

APPROVED this ________ day of ____________________, 2015.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
Wendy Morgan-Adams, City Clerk

Published in pamphlet form ____________________, 2015.

THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION

33 NORTH LASALLE STREET, 29TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

November 6, 2015

12A

Via Electronic Mail

RE: Formal Request for the approval of resolutions designating the Property located at 1090 S. Milwaukee Ave., Prospect Heights, IL a blighted area, and in support of the 7b Tax Incentive Application

Dear Mayor Nicholas J. Hellmer and Members of the City Council:

We represent the Lakhani Hospitality Group, who is the potential purchaser of the property commonly known as 1090 S. Milwaukee Ave., Prospect Heights, IL, and further identified by parcel identification number 03-13-400-030-0000. Our client is motivated to purchase the property, which has been vacant approximately eighteen (18) months, and re-develop it as either Ramada Inn or Clarion Hotel. The purchase will be contingent upon obtaining a Class 7b tax incentive from Cook County. The re-development would significantly revitalize the vacant property, produce sales tax revenue, increase property tax revenue for Prospect Heights, and provide local employment opportunities.

To obtain the Class 7b tax incentive the subject property needs to be located in a tax increment financing ("TIF") zone, or an area designated as blighted and in need of revitalization. We have reviewed the Cook County TIF map, and confirmed with Steve Skiber of the Prospect Heights Building Department, that the subject property is located outside of a designated TIF zone.

We respectfully request that the Mayor and the members of the Prospect Heights City Council pass a resolution designating the above mentioned property as a blighted area in need of revitalization.

After passing such resolution, we respectfully request you separately pass a resolution in support of the Class 7b tax incentive application to be filed with Cook County. The resolution in support of the Class 7b tax incentive application would need to expressly state that five factors required for the incentive are satisfied. We will provide all documentation needed to prove the requisites are satisfied.

We thank you for your time and look forward to working with you complete this purchase and re-development project.

Regards,

Brian

Brian Liston

WHETHER BLIGHTING CONDITIONS EXIST AND THE NEED FOR A CLASS 7(B) INCENTIVE TO BRIDGE A FEASIBILITY GAP FOR THE REDEVELOPMENT OF THE VACANT PROPERTY LOCATED AT 1090 MILWAUKEE AVENUE IN PROSPECT HEIGHTS

To

THE LAW OFFICES OF LISTON & TSANTILIS, P.C.

From

GRUEN GRUEN + ASSOCIATES
Urban Economists, Market Strategists & Land Use/Public Policy Analysts

November 2015

C1435

WHETHER BLIGHTING CONDITIONS EXIST AND THE NEED FOR A CLASS 7(B) INCENTIVE TO BRIDGE A FEASIBILITY GAP FOR THE REDEVELOPMENT OF THE VACANT PROPERTY LOCATED AT 1090 MILWAUKEE AVENUE IN PROSPECT HEIGHTS

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November 2015

C1435

APPLYING KNOWLEDGE

CREATING RESULTS

ADDING VALUE

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CONFIDENTIAL TO COUNSEL

MEMORANDUM

Date:	November 6, 2015
To:	Brian P. Liston, Esq., The Law Offices of Liston & Tsantilis, P.C.
From:	Gruen Gruen + Associates
Subject:	**C1435: Whether Blighting Conditions Exist and The Need for a Class 7(B) Incentive to Bridge a Feasibility Gap for the Redevelopment of the Vacant Property Located at 1090 Milwaukee Avenue in Prospect Heights, Illinois**

INTRODUCTION

Gruen Gruen + Associates ("GG+A") has been asked to evaluate whether blight conditions apply to the property located at 1090 Milwaukee Avenue in Prospect Heights, Illinois (PIN: 03-13-400-030-0000; Cook County; Wheeling Township). According to the Cook County Assessor's Office, the property consists of approximately 168,225 square feet of land on which a 140-room Fairbridge Hotel and "Hanger One" restaurant/banquet facility previously operated.

To complete the evaluation, GG+A inspected the property and environs, obtained information from staff with the City of Prospect Heights and from a potential purchaser of the property as well as property and equalized assessed valuation data from the Cook County Assessor's Office.

In addition, GG+A was asked to evaluate whether a Cook County Class 7(b) tax incentive is needed to facilitate the feasible redevelopment of the property into a modern hotel and restaurant use. To do this GG+A simulated the real estate investment results of the redevelopment, operation, and eventual sale of the property with- and without- the Class 7(b) tax incentive.

In addition, GG+A was asked to estimate the economic impacts of the development and operation of the hotel and restaurant facility and the hotel room taxes the operation of the facility is estimated to generate for the City of Prospect Heights.

BASIC CONCLUSIONS

The conclusion that the property is subject to blight is supported by the following findings:

- A declining equalized assessment value;
- The property is vacant and has ceased operations for its intended use;

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- The property is competitively and physically obsolete;
- The property is dilapidated;
- The property is deteriorated; and
- The property predates the formation of the City of Prospect Heights and therefore a lack of community planning applies to the property, which does not meet contemporary preferences of users or modern development standards.

In addition, the results of the real estate economic analysis indicate that but for the provision of the Class 7(b) tax incentive, it would not be financially feasible for the private sector to redevelop and operate the property as a contemporary hotel and restaurant facility. In the absence of the Class 7(b) tax incentive, the potential investment returns from the redevelopment, operation, and hypothetical eventual sale of the property would be too low relative to the associated risks to justify the investment of capital and entrepreneurial resources to undertake the redevelopment/reuse and operation of a hotel and restaurant facility.

The construction activity is estimated support 12 direct on-site jobs related to the renovation process. An additional 10 jobs will result indirectly from construction activity for a total employment impact of 22 jobs within the Cook County economy. The operation of the hotel and restaurant facility is estimated to support 52 on-site jobs and an additional 38 indirect jobs throughout Cook County for a total on-going employment impact of 90 jobs.

Based upon the City's existing five percent tax rate, hotel tax revenues will total $1.3 million over 14 years (approximately $93,000 annually) on a nominal undiscounted basis. The present value of hotel tax revenues will approximate $885,000 over the 14 year period or about $63,000 per year if a five percent annual discount rate is applied.

BLIGHT CONDITION FINDINGS

One eligibility factor under the TIF Act is a "Stagnant" or "Declining" EAV. Table 1 shows that the equalized assessed value for the property has declined or not increased every year since 2010.

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TABLE 1: **Equalized** Assessed Value History for PIN 03-13-400-030-0000			
	Assessed Value $	Equalization Multiplier	Equalized Assessed Value $
2009	621,463	3.3701	2,094,392
2010	874,236	3.3000	2,884,979
2011	874,236	2.9706	2,597,005
2012	497,261	2.8056	1,395,115
2013	383,349	2.6621	1,020,513
2014	383,349	2.7253	1,044,741
Change 2010-2014	**(238,114) (38.3%)**		**(1,049,651) (50.1%)**
Sources: Cook County Assessor; Gruen Gruen + Associates.			

Since 2009, the assessed value for the property has declined by approximately $238,000 or 38 percent. Since 2010, it has declined by nearly $491,000 or 56.2 percent. The property's equalized assessed valuation has declined by approximately $1,050,000 or 50 percent since 2009.

A second eligibility factor is "Excessive Vacancies". The property is wholly unoccupied and has for over one year been closed and has ceased operations as a hotel and banquet facility. The vacant, closed property creates an adverse influence on adjoining property and a negative image and reduced services for visitors to the Chicago Executive Airport and Prospect Heights.

A third eligibility factor is "Obsolescence". The state of obsolescence can be concluded based on the age of the property. The property is over 46 years of age. The property falling into disuse and closing, due to insufficient room night demand and food service demand given the availability of higher–quality, newer lodging and food service facilities; the decline in valuation; and the need for major capital and interior repairs confirm the physical, market, and economic obsolescence of the property.

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A fourth eligibility factor is "Dilapidation". We understand that the property's roof leaks and the rooftop heating and ventilating system, and individual room heating and cooling units are in need of replacement. We understand walls and ceilings are in disrepair. The property has been infected by the presence of mold, which will require remediation. According to the potential purchaser of the property which proposes to redevelop and reuse the property, the initial budget to cure the building defects including repairing the roof and installing new heating and ventilating systems/units, repairing walls and ceilings, and repairing and updating the lobby, common areas and rooms, and installing needed fixtures, furniture, and equipment throughout the property is estimated at $3 million.

A fifth eligibility factor is "Deterioration". The surface improvements such as the parking lots have uneven pavement and cracks. A review of a sample of hotel reviews are evidence of the deterioration throughout the property. For example, see Trip Advisor http://www.tripadvisor.com/Hotel_Review-g36879-d90322-Reviews-FairBridge_Hotel_at_Executive_Plaza_Wheeling-Wheeling_Illinois.html for a representative set of complaints from hotel guests about the deteriorated state of the property:

- "Washing Machines/Dryers Broken";
- "Lots of noise from adjacent rooms and from corridors";
- "Wallpaper was peeling badly in at least six places and there was mold around the window frame";
- "There was no hot water on the morning of my departure";
- "The hotel is ... old and run down";
- "Carpets and wallpaper were dirty. The first room they put me in was missing the general hotel information. In addition, the air-conditioner leaked. So they moved me to the room next door. There was mold in this room in the corner near the AC from the prior room. In addition, the bathroom smelled heavily of urine";
- "Checked in and went to my room, and was completely disgusted with the room. It smelled like a cheap hotel room. The carpet was stained, the bed was hard as a rock and broke, there were holes in the wall, and water stains as well. The furniture was falling apart, and rust around the doorways. I turned on the faucet to find rust colored water"; and
- "Decor beyond outdated, bed linens look dirty, lamp shades stained, mildew in shower, bathroom faucet fixtures corroded. Too grossed out to shower in there".

The photographs included in Appendix A illustrate the dilapidated and deteriorated condition of the property.

A sixth eligibility factor is "lack of community planning". In this case, the property was developed before the City of Prospect Heights was incorporated and therefore the development occurred prior to the adoption by the City of a comprehensive plan. The siting of the hotel adjoining an active airport runway with less than ideal ingress and egress are examples of the absence of proper planning to meet the contemporary preferences of users and modern development standards.

In addition to the findings above outlined above that demonstrate blight conditions pertain to the property, the real estate economic analysis of the redevelopment plan for the property demonstrates but for the grant of a Class 7(b) tax incentive, the property would not be subject to feasible redevelopment and reuse.

THE NEED FOR A CLASS 7(B) INCENTIVE TO BRIDGE A FEASIBILITY GAP FOR THE REDEVELOPMENT OF THE VACANT PROPERTY LOCATED AT 1090 SOUTH MILWAUKEE AVENUE, PROSPECT HEIGHTS, ILLINOIS INTO A HOTEL AND RESTAURANT

To evaluate the need for a Class 7(b) tax incentive, GG+A compared the returns on investment with- and without- the incentive based on the estimated cash flows produced from the build-out, operation, and eventual sale of the property from the viewpoint of the owner-investor. One simulation assumes that a Class 7(b) incentive is provided to facilitate the feasible redevelopment of the property. The second simulation holds all other variables the same, but reflects the assumption that the Class 7(b) is not provided. The real estate economic analysis is used as the basis to determine whether there is a "reasonable expectation that the development … is viable and likely to go forward on a reasonably timely basis if granted Class 7(b) designation and therefore result in the economic enhancement" of the site.

Estimated Development Costs

Table 2 summarizes estimated development costs based on information provided by the potential purchaser and redeveloper and operator of the property, Lakhani Hospitality Group.

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TABLE 2: Estimated Development Costs		
	Estimated Cost $ Per Key[1]	Estimated Cost $ Total
Property Acquisition	13,579	1,901,000
Repair & Renovation	21,429	3,000,000
Total Costs	**35,007**	**4,901,000**
[1] 140 hotel rooms.		
Sources: Lakhani Hospitality Group; Gruen Gruen + Associates.		

Property acquisition is estimated at $1,901,000 or $13,579 per hotel room. Building repair and renovation costs are estimated at $3,000,000 or $21,429 per hotel room. Total capital costs are estimated at approximately $4.9 million or about $35,000 per hotel room.

Market and Operating Parameters

Table 3 summarizes the estimated revenues and expenses associated with the operation of the hotel at a stabilized occupancy level based upon proforma estimates provided by Lakhani Hospitality Group.

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TABLE 3: Annual Net Operating Income With- and Without- Class 7(b) Incentive				
	With 7(b) Incentive		Without 7(b) Incentive	
	$ Per Key	$ Total	$ Per Key	$ Total
Room Revenue[1]	11,388	1,594,320	11,388	1,594,320
F&B/Event Space Revenue	2,429	340,000	2,429	340,000
Total Gross Revenue	*13,817*	*1,934,320*	*13,817*	*1,934,320*
Non-Tax Operating Expense @ 60% of Gross Revenue[2]	(8,290)	(1,160,952)	(8,290)	(1,160,952)
Property Tax Expense[4]	(931)	(130,405)	(2,329)	(326,012)
Total Operating Expense	*(9,221)*	*(1,290,997)*	*(10,619)*	*(1,486,604)*
Net Operating Income	**4,595**	**643,323**	**3,198**	**447,716**

[1] Based upon average daily rate of $60 and occupancy rate of 52 percent.

[2] Includes departmental expenses, undistributed expenses (such as franchise fees, G&A, sales and marketing, utilities, and property maintenance) and other operating costs including management fee, insurance and reserves.

[4] See Table 4 below for calculation of property taxes.

Sources: Lakhani Hospitality Group; Gruen Gruen + Associates.

Based on information provided by Lakhani Hospitality Group, annual room revenues are estimated at approximately $1.6 million or $11,400 per room. This estimate reflects an average daily rate of $60 and occupancy rate of 52 percent. Food and beverage and other revenues (i.e. meeting space revenues) are estimated at $340,000 annually or about $2,400 per room. Total annual revenue is projected at approximately $1,934,000 or $13,800 per hotel room.

Net operating income is estimated at $447,716 or $3,198 per room without a Class 7(b) incentive and $643,323 or $4,595 per room with a Class 7(b) incentive. The operating expense estimate reflects departmental, undistributed, and other non-tax expenses equal to 60 percent of gross revenue[1] and property taxes of about $931 to $2,329 per room, estimates of which are summarized in Table 4.

TABLE 4: Annual Taxes With- and Without- Class 7(b) Incentive

	With 7(b) Incentive	Without 7(b) Incentive
	$ Total	$ Total
Effective Tax Rate[1]	3.495%	8.738%
Net Operating Income Before Property Taxes	773,728	773,728
Property Tax Expense [2]	(130,405)	(326,012)
Net Operating Income	**643,323**	**447,716**

[1] As percent of market value. Based upon 2014 tax rate of 12.825 percent, 2014 EAV multiplier of 2.7253, and assessment ratio of 25 percent without 7(b) and 10 percent with 7(b).
[2] Based upon estimated market value of $3,730,969. This reflects net income of $447,716 without a 7(b) incentive capitalized at a rate of 12 percent.

Sources: Lakhani Hospitality Group; Gruen Gruen + Associates.

Based upon the 2014 tax rate applicable to the property (12.825%) and the 2014 Cook County EAV multiplier of 2.7253, we estimate annual property taxes will total about $326,000 if a Class 7(b) incentive is not provided. The net operating income would total $447,716. If a Class 7(b) incentive is provided, we estimate taxes equal to approximately $130,400. The net operating income would total about $643,300.

Investment and Financing Parameters

The lack of tenant commitment (occupancy and room night rates may change daily) introduces substantial risk for hotel investors, given the variable demand for hotel rooms. Compared to other property types hotel cash flows also depend more upon the costs of wages and supplies. The more volatile cash flow streams associated with the operation of hotels also results in higher borrowing costs as lenders charge a "risk premium" or higher borrowing rate for hotels than other property types.

[1] Smith Travel Research's annual U.S. Hotel Operating Statistics Study for 2012 indicated average non-tax expenses equal to 63 percent of gross revenue for "Economy" hotels and 52 percent of gross revenue for "Budget" hotels.

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This increased perception of risks also means that the required rates of return for hotel investments also exceed those of other property types because investors will seek additional returns to compensate for these increased costs.

Table 5 summarizes the anticipated sources of funding and estimated financing and investment parameters for the project.

TABLE 5: Investment and Financing Parameters

Equity Investment	40%
Construction Loan Interest Rate (Plus Points)	5.5% + 1.0%
Permanent Mortgage Rate	5.5%
Amortization Term (in years)	20
Year Mortgage Taken	2
Holding Period (Sale Year for IRR Calculation)	14
Sale Year Capitalization Rate	12.0%
Cost of Sale	3.0%
Source: Gruen Gruen + Associates	

This analysis assumes that equity investment into the project will constitute 40 percent of total capital and financing cost or approximately $1,980,000. A lender for a hotel not well located in a well-established tourist destination or large office-workplace activity center that generates meeting space demand and corporate transient room night demand will require a high proportion of equity invested into the project. This will be especially the case when the prior hotel use failed at the site failed. Permanent debt amounting to $2,972,000 is assumed to provide the remaining 60 percent of the project funding requirement. We include interim construction financing over a one year period at an annual interest rate of 5.5 percent (plus loan points of one percent). We assume the permanent loan will have a 20 year amortization schedule. For purposes of this analysis, we apply 12 percent capitalization rate (or a buyer's required yield on income) to the sale of the property upon expiration of the Class 7(b) incentive in Year 14 of the cash flow.[2]

FORECAST PROJECT CASH FLOW AND INTERNAL RATE OF RETURN ON EQUITY INVESTMENT

Based upon the income, expense and development cost estimates described above, Table 6 summarizes the property cash flow over 14 years and the Internal Rate of Return (IRR) on equity investment over that period with- and without- a Class 7(b) tax incentive.

[2] Real Estate Research Corporation's *Valuation Rates and Metrics* report for Winter 2015 indicates average terminal cap rates of 10.5 percent for third-tier hotel investment properties in the Midwest with a range of 8 to 12 percent.

TABLE 6: Total Cash Flow and IRR With- and Without- Class 7(b) Tax Incentive

	Net Cash Flow[1]		Initial Equity Investment $	Proceeds from Property Sale[2] $	Total Cash Flow	
	With Class 7(b) $	Without Class 7(b) $			With Class 7(b) $	Without Class 7(b) $
Year 1	0	0	(1,981,167)		(1,981,167)	(1,981,167)
Year 2	206,777	11,170			206,777	11,170
Year 3	302,073	106,466			302,073	106,466
Year 4	394,649	199,042			394,649	199,042
Year 5	419,177	223,570			419,177	223,570
Year 6	443,705	248,098			443,705	248,098
Year 7	468,233	272,626			468,233	272,626
Year 8	468,233	272,626			468,233	272,626
Year 9	468,233	272,626			468,233	272,626
Year 10	468,233	272,626			468,233	272,626
Year 11	468,233	272,626			468,233	272,626
Year 12	403,030	272,626			403,030	272,626
Year 13	337,828	272,626			337,828	272,626
Year 14	272,625	272,626		2,800,635	3,073,261	3,073,261
TOTAL	**5,121,029**	**2,969,353**	**(1,981,167)**	**2,800,635**	**5,940,498**	**3,788,822**
INTERNAL RATE OF RETURN (IRR) ON INVESTMENT[3]					**19.5%**	**11.7%**

[1] Net operating income less debt service.

[2] For purposes of estimating a return on equity invested in the development, we assume the property could be sold at a 12% capitalization rate in Year 14 following the expiration of the Class 7(b) incentive, if granted.

[3] Figures are rounded.

Source: Gruen Gruen + Associates

In Year 1 as summarized above, an equity investment of approximately $2.0 million will be made. The property is assumed to be sold in Year 14 with a sales take out of approximately $2.8 million (after repayment of loan principal). Again, this reflects a capitalization rate of 12 percent. Beginning in Year 2, net cash flow with a Class 7(b) incentive will begin at approximately $207,000 and increase to $468,000 by Year 7. Without a Class 7(b) incentive, total net cash flow over the period will be approximately 40 percent less than would occur with a Class 7(b) incentive. As the assessment ratios increase on the back end of the Class 7(b) incentive, net cash flow will decline to approximately $273,000 by Year 14.

As summarized on the right hand side of Table 7, the total cash flows associated with a Class 7(b) incentive being granted would provide an Internal Rate of Return (IRR) on equity investment of approximately 19.5 percent. This return is above an estimated 18 percent feasibility threshold. Without a Class 7(b) incentive, the annual return on equity investment would only be 11.7 percent, well below the financially feasibility threshold. At a less than 12 percent return, an investor would be able to select much less risky alternative investments that would be easier to exit as well as operate than the proposed redevelopment and reuse project.

Based on the building program, development cost estimates, operating revenue and expense estimates, and investment and financing parameters summarized above, investment in the proposed hotel would not be financially feasibly without the Class 7(b) tax incentive. The projections of cash flow reveal that it would not support a high enough return to make the prospective investment financially feasible to undertake in the absence of the tax incentive. The provision of the Class 7(b) tax incentive, however, can be expected to bridge the feasibility gap.

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FISCAL AND ECONOMIC BENEFITS

The City of Prospect Heights imposes a five percent Hotel Operator's Occupation Tax on gross receipts. Over the 14 year cash flow period summarized above, Table 7 summarizes the total and average annual hotel tax revenue the City will receive.

TABLE 7: City of Prospect Heights Hotel Tax Revenue

	Nominal $	Present Value[1] $
Total Years 1-14	1,305,034	885,289
Average Annual	93,217	63,235
[1] Based upon five percent annual discount rate.		
Source: Gruen Gruen + Associates		

Hotel tax revenues will total $1.3 million over 14 years (approximately $93,000 annually) on a nominal, undiscounted basis. The present value of hotel tax revenues will approximate $885,000 over the period or about $63,000 per year if a five percent annual discount rate is applied.

Job Impacts

According to the investor/owner, the hotel and restaurant will include 52 full- and part-time jobs once fully operational. The total employment impact on the Cook County economy is estimated at 90 jobs. In other words, about 38 jobs will be created indirectly by the operations of the hotel and restaurant.

The construction activity is estimated support 12 direct on-site jobs related to the renovation process. An additional 10 jobs will result indirectly from construction activity for a total employment impact of 22 jobs within the Cook County economy.

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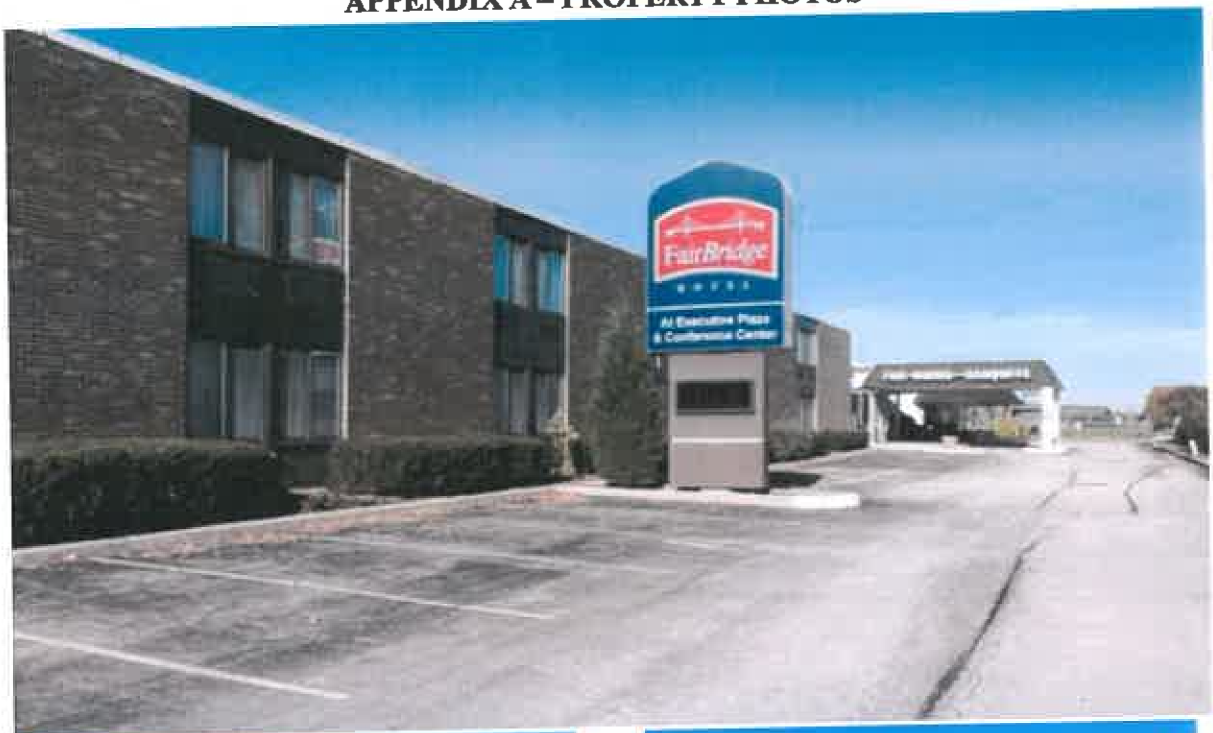
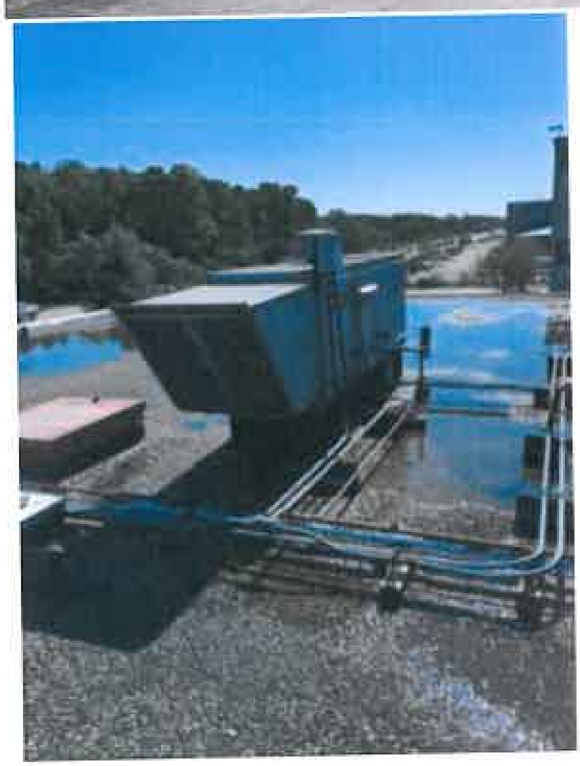
APPENDIX A – PROPERTY PHOTOS





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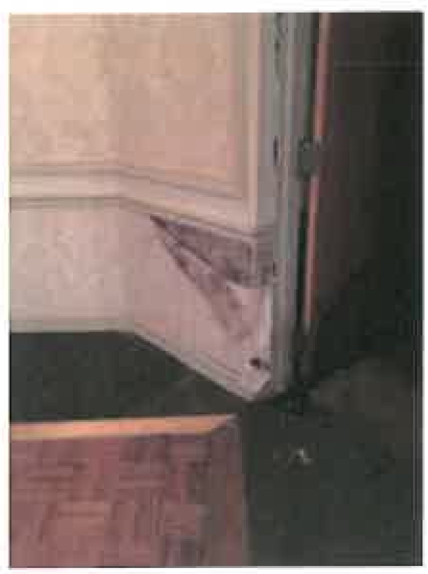

Gruen Gruen + Associates (GG+A) is a firm of economists, sociologists, statisticians and market, financial and fiscal analysts. Developers, public agencies, attorneys and others involved in real estate asset management utilize GG+A research and consulting to make and implement investment, marketing, product, pricing and legal support decisions The firm's staff has extensive experience and special training in the use of demographic analysis, survey research, econometrics, psychometrics and financial analysis to describe and forecast markets for a wide variety of real estate projects and economic activities.

Since its founding in 1970, GG+A has pioneered the integration of behavioral research and econometric analysis to provide a sound foundation for successful land use policy and economic development actions. GG+A has also pioneered the use of economic, social and fiscal impact analysis. GG+A impact studies accurately and comprehensively portray the effects of public and private real estate developments, land use plans, regulations, annexations and assessments on the affected treasuries, taxpayers, consumers, other residents and property owners.

CHICAGO:
(847) 317-0634

SAN FRANCISCO:
(415) 432-4342

www.ggassoc.com

Bv

RESOLUTION NO. _______

A RESOLUTION DESIGNATING AN AREA IN THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS, AS BLIGHTED AND IN NEED OF RENEWAL

WHEREAS, the City Council of the City of Prospect Heights (the "Corporate Authorities") has evaluated whether the parcels of land delineated by Property Index Numbers 03-13-400-030-0000 and in Prospect Heights, Cook County, Illinois, and further legally described on Exhibit A, a copy of which is attached hereto and made part hereof (the "Area"), constitute a blighted area as defined by the criteria set forth in the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) ("TIF Act");

WHEREAS, the Corporate Authorities have evaluated whether the Area constitutes a conservation area as defined by the criteria set forth under the TIF Act;

WHEREAS, in order to find that an area qualifies as a blighted area under the TIF Act, at least five (5) of the following thirteen (13) factors listed must be present: (1) Dilapidation; (2) Obsolescence; (3) Deterioration; (4) Presence of structures below minimum code standards; (5) Illegal use of individual structures; (6) Excessive vacancies; (7) Lack of ventilation, light, or sanitary facilities; (8) Inadequate utilities; (9) Excessive land coverage and overcrowding of structures and community facilities; (10) Deleterious land-use or layout; (11) Environmental clean-up; (12) Lack of community planning; and (13) the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated. 65 ILCS 5/11-74.4-3(a);

WHEREAS, in order to find that an area qualifies as a conservation area under the TIF Act, 50% or more of the structures located in an area must be more than thirty five (35) years old and three (3) of the following thirteen (13) factors listed must be present: (1) Dilapidation; (2) Obsolescence; (3) Deterioration; (4) Presence of structures below minimum code standards; (5) Illegal use of individual structures; (6) Excessive vacancies; (7) Lack of ventilation, light, or sanitary facilities; (8) Inadequate utilities; (9) Excessive land coverage and overcrowding of structures and community facilities; (10) Deleterious land-use or layout; (11) Environmental clean-up; (12) Lack of community planning; and (13) the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available. 65 ILCS 5/11-74.4-3(b);

WHEREAS, Corporate Authorities find the property within the Area is dilapidated and in an advanced state of disrepair, and that the defects in the property are so serious that the buildings must be removed, or redeveloped;

WHEREAS, the Corporate Authorities find that the property within the Area is obsolete and contains characteristics or deficiencies which limit the property's use and marketability;

WHEREAS, the Corporate Authorities find that property within the Area is in a state of deterioration and requires significant updating;

WHEREAS, the Corporate Authorities find that property within the Area has been excessively vacant, and that the frequency, extent, or duration of the vacancy has had an adverse influence on the Area;

WHEREAS, the Corporate Authorities find that property within the Area lacks sufficient community planning;

WHEREAS, Corporate Authorities find that the 2010 equalized assessed value of the property within the area was $2,884,979, representing an increase of 37.75% from 2009; that the 2011 equalized assessed value of the property within the area was $2,597,005, representing a decline of 9.98% from

2010; that the 2012 equalized assessed value of the property within the area was $1,395,115, representing a decline of 46.28% from 2011; that the 2013 equalized assessed value of the property was $1,020,513 representing a decline of 26.85% from 2012; and that the 2014 equalized assessed value of the property within the area was $1,044,741 representing an increase of 2.37% from 2013. Overall, the equalized assessed value of the property within the area declined $1,059,651 from the equalized assessed value in 2009 representing a decline of 50.12%.

WHEREAS, the Corporate Authorities find the 2009 equalized assessed value of the property within the Area was $2,094,392 and that the subsequent decline in assessed value is due to the continued vacancy, and functional obsolescence and economic obsolescence of the property within the Area; and

WHEREAS, the Corporate Authorities find that 50% or more of the structures located within the Area are more than 35 years old;

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

1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made part hereof, as if fully set forth in their entirety.
2. That the property within the Area, which is legally described herein, is (1) obsolete, (2) excessively vacant, (3) deteriorated, (4) dilapidated, and (5) lacks community planning as those terms are defined under the TIF Act.
3. That, in addition to the five (5) factors listed above, the total assessed value of the property within the Area has declined three (3) out of the last five (5) years, and has experienced a total decline of 50.12% over the last five years.
4. That, because the Area contains at least five (5) or more of the factors used to establish blight under the TIF Act, the Area is found to be a blighted area.

5. That, unless corrected, the blighted condition of the Area will persist and continue to delay any future economic development within the proposed Area.
6. Additionally, that because more than 50% or more of the buildings within the Area are older than thirty five (35) years, and because the area contains at least three (3) or more of the factors listed under the TIF Act, the Area would also qualify as a conservation area.
7. That the Area is therefore in need of redevelopment and renewal to prevent the spread of blight.

AYES:

NAYS:

ABSENT:

Passed and approved this the _____ day of ______, 2015.

____
Nicholas J. Helmer, Mayor

ATTEST:

____

EXHIBIT A

LEGAL DESCRIPTION

12B

City of Prospect Heights

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

MEMORANDUM

Date: October 29, 2015

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: ZBA Case No. 15-09 Variation – Lot Coverage for 202 Grove Place

ISSUE: Consideration of a Variation request to Section 5-3-4G Lot Coverage of the Prospect Heights Zoning Code for the purpose of constructing an accessory structure (shed) in a required side yard which is prohibited in the R-1 Single Family District.

BACKGROUND: The PZBA held a public hearing on October 22, 2015 to hear ZBA Case #15-09V an application for a variation request to Section 5-3-4G of the Prospect Heights Zoning Code for the purpose of constructing an accessory structure (shed) in a required side yard which is prohibited in the R-1 Single Family District. Thomas and Libby Zito are the owners of the subject property and desire to construct a small shed in the required side yard. Mr. Zito provided testimony related to the scope of the project, hardship caused by the shape of his lot on the end of a cul-de-sac, location of the existing primary residence and the legal non-conforming condition of the rear yard. He testified that he will meet the required side yard setback per ordinance. Mr. Zito also presented 5 letters of support from his immediate neighbors that were read into the record by Chairman Weidman.

No other testimony was presented.

After all testimony was heard the Commissioners voted unanimously 6-0 to approve the variance request and forward a positive recommendation to the City Council. The applicants respectfully request waiver of first reading to accommodate timing to ensure the project can be completed this construction season. Staff concurs.

RECOMMENDATION: That the City approve the waiver of first reading and to Approve an Ordinance #O-15-22 granting a variation allowing the applicant to construct an accessory structure in the required side yard as request and recommended.

ORDINANCE NO. O-15-22

AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR THE PROPERTY AT
<u>202 GROVE PLACE, PROSPECT HEIGHTS, ILLINOIS</u>

WHEREAS, the provisions of the Prospect Heights Zoning Ordinance applicable to the property legally described in Exhibit A attached hereto (hereinafter "Property") and commonly known as 202 Grove Place prescribe that an accessory structure is prohibited from placement in a required side yard.

WHEREAS, the owner of the Property has submitted an application for a variation to allow for the placement of a small accessory structure (shed) in the required side yard. The shed will comply with the required 15' side yard setback; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on October 22, 2015 regarding said application; and

WHEREAS, the Plan/Zoning Board of Appeals has recommended the Requested Variation be approved and has made the necessary finding therefore; and

WHEREAS, the Mayor and City Council have reviewed the recommendation of the Plan/Zoning Board of Appeals;

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

<u>Section 1.</u> The City Council hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby incorporates them as part of this Ordinance.

<u>Section 2.</u> The Requested Variation is hereby granted.

<u>Section 3.</u> That this variation is conditioned upon applicant's construction of the accessory structure (shed) substantially in accordance with the approved

plans and documents submitted at the public hearing on this matter and with applicable codes.

Section 4. 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 5. The City Clerk is directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this 9th day of November 2015.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
Wendy Morgan-Adams, City Clerk

AYES:
NAYS:
ABSENT:

Published in pamphlet form: November 9, 2015

Exhibit A

Legal Description of 202 Grove Place, Prospect Heights, IL

LOT 14 IN BLOCK 19 IN PROSPECT HEIGHTS MANOR, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ (EXCEPT THE WEST 493.20 FEET OF THE NORTH 353.20 FEET THEREOF) OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #03-27-217-007-000

Memorandum

To: **Prospect Heights Mayor and City Council**

From: **Thomas Weidman – Chairman**
Plan / Zoning Board of Appeals

Date: **October 29, 2015**

Subject: **Recommendation**
Case No. ZBA -15-08 Variation
Applicant: Thomas & Libby Zito
Property Address: 202 Grove Place
Hearing Date: October 22, 2015

I. Purpose

Conduct a public hearing regarding and application for a Variation to Section 5-3-4 G Lot Coverage in an R-1 Single Family Residential District at 202 Grove Place.

II. Comments and Testimonies

Mr. Thomas Zito, property owner, testified that he was requesting the variation due to a hardship based upon the condition of his lot. His property is on the end of a cul-de-sac, has a legal non-conforming rear yard, and existing home that prevents the placement of the proposed shed in the rear yard. Mr. Zito provided letters from five of his immediate neighbors supporting this request. Director Peterson stated that staff concurs with the hardship and placement of the shed in the required side yard.

No public testimony was presented.

III. Board and Staff Comments

Chairman Weidman stated that he concurred.

IV. Decisions and Findings

A motion was made by Commissioner Tammen, seconded by Commissioner Roscoe, to recommend approval of a Variation to allow the construction of an accessory structure in a required side yard the R-1 Single Family Residential District for the applicants at 202 Grove Place, Prospect Heights, IL

The result of a roll call vote was 6-0 to approve this request and forward to the City Council.

Respectfully Submitted

12C

City of Prospect Heights

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

MEMORANDUM

Date: November 4, 2015

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: Implementation of Public Act 99-14 – Old Town Sanitary District
Proposed Amendments to Title 8 Chapter 5 – Sewers of the City Code

ISSUE: Recommendation of various Amendments to the City of Prospect Heights City Code Title 8 Chapter 5 – Sewers

BACKGROUND: This summer the State Legislature passed Public Act 99-14, which effectively dissolved the Old Town Sanitary District (OTSD) and provided that the City take over those portions of the OTSD that lie within the City limits. At the regular meeting of the City Council on October 26, 2015 Resolution R-15-___ was presented to the City Council to direct staff to implement the Act. As part of this resolution called for a review of Title 8 Chapter 5 of the city code to determine whether sewer fees are adequate to support the operation, maintenance and reserves for newly added OTSD system.

ANALYSIS: Staff has performed a review of Title 8 Chapter 5 (Sections 8-5-1 through 8-5-14) and have determined the following:

1. The current individual monthly rates and charges for the use and service of the sewerage system as adopted in Section 8-5-1 should be adequate on the short term. A full rate study should be considered in the future depending on the City's future disposition of the system. Monthly invoicing of all system users will begin as specified in Section 3D of the Resolution.

2. Service Connections: Section 8-5-7A amend the inspection fees rate from $50.00 to $75.00 per inspection and the re-inspection rate from $25.00 to $50.00 per inspection. The cost to perform this service has increased from 1986 when the initial fee was established.

3. Service Connections: Section 8-5-7B only contemplates residential connections to the sanitary system and does not take into consideration the demand on the system from multi-family, commercial or industrial users connecting to the system. Staff is recommending that a method of determining a Residential Equivalent (RE) be established for determining the connection fee. An analysis of information gathered from the NWMC "Connection Fee Survey" performed in February of 2015, review of surrounding municipalities and governmental agencies strongly support the use of (RE) to determine fees. Twelve communities and agencies were analyzed and the results show the following:

   - 75% of communities use Residential Equivalent factor to determine fees based upon flowage.

- 50% of the communities use a Residential Equivalent rate of 250 gallons of flowage per day equals 1 RE. The others did not publish their conversion rate. Standard best practices have determined 250 gallons per day is equivalent to the usage of a single family residence.
- 25% of the communities determine the sewer connection to their municipal water system size.
- One community bases their fee upon land usage. No published rate.

The methodology for determining the connection fee for other than single family residential users is based upon the Population Equivalent (PE) being converted to Residential Equivalents. To establish the (RE) the Population Equivalent is divided by the Residential Equivalent Factor of 250 gallons which equals the RE multiplied by $1,125 connection fee rate. The Population Equivalent is defined in the ordinance and is determined by project engineering and is the rate of flowage estimated for to the Metropolitan Water Reclamation District for processing the flow of sewage.

Example: A multi-family project is proposed for the town. The project engineer determines that the project will produce 10 PE per day flowage through the sanitary system. The connection fee is determined by the following equation.

Assumptions by definition and fee schedule
1 (PE) = 150 gallons per day
1 (RE) = 250 gallons per day
$1,125.00 per RE connection fee

PE = 10 x 150 gallons = 1,500 gallon per day / 250 gallons = 6 RE x $1,125 = $6,750

The projects connection fee would be $6,750.00

4. Service Connections: Section 8-5-7 Amend this section by removing the fee table and inserting only the connection fee rate of $1,125.00.

5. Add a definition for Residential Equivalent into Section 8-5-10.

In summary, the proposed amendments update the City's standards and provide a method to determine the usage rate of larger non-residential projects in comparison to residential projects.

RECOMMENDATION: Adoption of Ordinance #O-15-_____ Various Amendments to Title 8 Chapter 5 – Sewers of the City of Prospect Heights City Code

Municipality	1. Does your municipality charge a connection fee (based on use), a tap on fee, or both?	2. If you charge a connection fee based on use, do you use PE's, RE's, or EDU's?	3. What is the fee per EDU, per PE, per RE?	4. What is the fee per EDU, per PE, per RE for a single family residence?	5. If you charge a fee per EDU, RE, or PE, is it based on the type of use?	6. A typical building permit for a new home is approximately what percentage of the total construction cost (not including connection fees or security deposits) <1%, 1-3% or 3-5%?	7. Do you allow the transfer of EDU, RE, or PE within the same development for the same tenant or a similar use? (example – a dentist moves from one office building to another within the same mixed use development, with the same property owner)	8. Do you allow the transfer of EDU, RE, or PE outside of a development for the same tenant or a similar use? (example – a dentist moves from one office building to another office building with a different property owner)
Arlington Heights	Tapping fee and a fee based on land use.	No.	N/A.	N/A.	N/A.	.35/square foot.	N/A.	N/A.
Barrington	A fee is due for connection to the water supply and/or sewer.	Connection fees are determined by the water meter size as required by the current Illinois State Plumbing Code water supply fixture unit (WSFU) count.	Unknown how WSFU count relates.	Unknown how WSFU count relates.	Unknown how WSFU count relates.	Cost of construction is not taken into account when determining permit fees. However, we estimate approximately 1-3%.	No regulation.	No regulation.
Buffalo Grove	The water connection fees are fixed for homes and are $95 per 100 gallons of maximum daily use for business/ commercial. The sewer tap on fee is fixed in Cook County and is based on use in Lake County.	The Lake County sewer tap on fee is $3,400 per unit (one unit is 250 gallons per day.)	The Lake County sewer tap on fee is $3,400 per unit (one unit is 250 gallons per day.)	A single family water system improvement fee for water is $680 plus $125 for a 1 ¼" connection fee and a $50 sewer connection fee. (Typical).	N/A.	3.50%	No.	No.

Municipality	1. Does your municipality charge a connection fee (based on use), a tap on fee, or both?	2. If you charge a connection fee based on use, do you use PE's, RE's, or EDU's?	3. What is the fee per EDU, per PE, per RE?	4. What is the fee per EDU, per PE, per RE for a single family residence?	5. If you charge a fee per EDU, RE, or PE, is it based on the type of use?	6. A typical building permit for a new home is approximately what percentage of the total construction cost (not including connection fees or security deposits) <1%, 1-3% or 3-5%?	7. Do you allow the transfer of EDU, RE, or PE within the same development for the same tenant or a similar use? (example – a dentist moves from one office building to another within the same mixed use development, with the same property owner)	8. Do you allow the transfer of EDU, RE, or PE outside of a development for the same tenant or a similar use? (example – a dentist moves from one office building to another office building with a different property owner)
Carpentersville	Connections fees are based on use.	Fees are initially based on estimated consumption and adjusted over a three year period using actual consumption.	N/A.	N/A.	N/A.	The typical building permit for a new home is 1-3% of the total construction cost.	Yes.	Transfer of PE from one development to another has been allowed.
Crystal Lake	Yes. It is called a "Infrastructure Availability Charge" (see attached Code Section).	N/A.	N/A.	N/A.	N/A.	1-3%	N/A.	N/A.
Des Plaines	Tap fee.	No.	N/A.	N/A.	N/A.	1.65%	N/A.	N/A.
Fox Lake	Connection Fee.	RCE-Residential Customer Equivalent-similar to PE.	\$2,900 for water \$3,800 for sewer per RCE.	\$2,900 for water \$3,800 for sewer per RCE.	No.	3-5%	Yes.	No.
Glencoe	Sewer/water tap and connection fees range from \$1,000 - \$2,000. For a single family home.					We use our own formula using the gross square footage for all floors except basement. A permit includes demolition and new building and fees including plumbing, electrical, mechanical, etc. A 4,500 sq.ft. house permit = 4,500 x \$6.20 = \$27,900		

Municipality	1. Does your municipality charge a connection fee (based on use), a tap on fee, or both?	2. If you charge a connection fee based on use, do you use PE's, RE's, or EDU's?	3. What is the fee per EDU, per PE, per RE?	4. What is the fee per EDU, per PE, per RE for a single family residence?	5. If you charge a fee per EDU, RE, or PE, is it based on the type of use?	6. A typical building permit for a new home is approximately what percentage of the total construction cost (not including connection fees or security deposits) <1%, 1-3% or 3-5%?	7. Do you allow the transfer of EDU, RE, or PE within the same development for the same tenant or a similar use? (example – a dentist moves from one office building to another within the same mixed use development, with the same property owner)	8. Do you allow the transfer of EDU, RE, or PE outside of a development for the same tenant or a similar use? (example – a dentist moves from one office building to another office building with a different property owner)
Grayslake	A tap on connection fee for water and a use fee for sanitary sewer.	RE's.	$1,200 Basic + $200 x RE.	$1,200 Flat fee.	Non-Residential.	3-5%.	No.	No.
Hoffman Estates	We charge a water connection fee and sewer connection fee.	Water usage and PE.	The water connection fee is $665 per single family home or the multiple of a single family's use if other than single family home. $625 per home for sewer.	See above.	Water usage only.	3 to 5%.	Way to complicated. New use...new fee.	No.
Libertyville	Both.	No- water meter size.	N/A.	N/A.	N/A.	Plan Review fee- 0.0012 x cost of construction. Permit fee- 0.012 x cost of construction.	N/A.	N/A.
Mount Prospect	Tap fee.	Actual use.	Depends on actual use.	Depends on actual use.	Actual use.	1.50%	N/A.	N/A.
Northbrook	Water - tap fee based on size. Sewer - (sanitary & storm) - connection based on acreage.	Same.	DNA.	DNA.	DNA.	<1%		
Streamwood	Both.	PE's.	Gallons per day.	$1,125.00 per 250 gallons per day (residential).	Yes. $1,275.00(non-residential).	3-5%		

Municipality	1. Does your municipality charge a connection fee (based on use), a tap on fee, or both?	2. If you charge a connection fee based on use, do you use PE's, RE's, or EDU's?	3. What is the fee per EDU, per PE, per RE?	4. What is the fee per EDU, per PE, per RE for a single family residence?	5. If you charge a fee per EDU, RE, or PE, is it based on the type of use?	6. A typical building permit for a new home is approximately what percentage of the total construction cost (not including connection fees or security deposits) <1%, 1-3% or 3-5%?	7. Do you allow the transfer of EDU, RE, or PE within the same development for the same tenant or a similar use? (example – a dentist moves from one office building to another within the same mixed use development, with the same property owner)	8. Do you allow the transfer of EDU, RE, or PE outside of a development for the same tenant or a similar use? (example – a dentist moves from one office building to another office building with a different property owner)
Vernon Hills	Vernon Hills is served by Lake County water and sanitary service utilities. Connection fee's are per Lake County requirements.							

Review of Surrounding Communities Sewer Connection Rate

Community	Summary
Arlington Heights	Based upon Land Use. No published Rate.
Buffalo Grove	Use the Lake County Residential Equivelency Scale $3,400 per RE
Des Plaines	Tap fee based upon water service size
Mt. Prospect	Tap fee based upon water tap size and usage.
Fox Lake	Uses a Residential Equivelent $3,800 per RE, multi-family is a multiplier
Glencoe	Combined water/sewer fees range $1,000 - $2,000 per sf home
Grayslake	Residential Equivelent = $1,200 per sf home
Hoffman Estates	Sewer connection fee of $625 per sf home
Rolling Meadows	Other than single family = $1,732 per PE of 250 gallons flow per day
Streamwood	$1,125 per sf home. Based upon 250 gallons per day. MF unit multiplier
Vernon Hills	Uses Lake County connection fee, based upon Residential Equivelent of 250 gallons per day
Lake County	Connection fee based upon a formula Residential Equivelent of 250 gallons per day for sf occupancy. For large uses the total flow in Polulation Equivelents (100 gallons per day) divided by 2.5 = the RE. RE I sthen multiplied by the single family rate of $3,400 to establish the fee.

Summary

* 12 Communities/Governmental Agencies were reviewed for connection fee review.
* Data for 11 Communities was gathered and reviewed based upon a survey by Northwest Municipal Conference in February 2015
*Additional information was gathered by reviewing published municipal codes
*75% - 8 out of 12 communities use some form of Residential Equivelent factor to establish flow of sewage
*50% - 6 out of 12 communities use the RE rate of 250 gallons per day to establish the Residential Equivelent
* 25% - 3 out of 12 communities establish the sewer fee based upon water connection size.

Single Family connection fee rates range from $625 to $3,800 per sf home
Multi-family: No. of units x RE = connection fee

WHEELING
Sewer connection charge
Residential - Single-family (per dwelling unit) 591.50
Residential - Multiple-family (per dwelling unit) 1,051.50
Nonresidential - 4-inch sewer 7,885.50
Nonresidential - 6-inch sewer 19,713.75
Nonresidential - Per inch over 6 inches (plus 6-inch rate) 2,628.50

NORTHBROOK
Section 27-104(f): Annexation Connection Fee
Fee for Connection to Storm and/or Sanitary Sewer (One Acre or Less) $250.00
Section 27-104(f)
Fee for Connection to Storm and/or Sanitary Sewer (Each Additional Acre or Part Thereof) $100.00

GLENVIEW
https://www.municode.com/library/il/glenview/codes/code_of_ordinances

ROLLING MEADOWS
Fee for sanitary sewer service connections:
a. Per residential lot, where sanitary sewer main was installed and funded by those other than the City of Rolling Meadows: $1,732.50

b. Per residential lot, where sanitary sewer main was installed and funded by the City of Rolling Meadows: $7,000.00

c. For all other land uses other than single-family residential, is to be established based on a "population equivalent" formula for generated flows (where a population equivalent of 1.0 is equal to $1,732.50, or 250 gallons of flow per day).

d. The applicant for sewer service shall, in all cases, pay for all costs of labor and materials required for installing the sewer service from the respective mains to the premises to be served. A licensed contractor who has a properly executed bond on file in the community development department shall perform the construction work in connection with the sewer service.

e. An additional fee for plan review and final inspection will be required for all projects involving the extension of an existing sanitary or storm sewer main. This fee shall be based upon the following percentages of the estimated construction cost of the sewer extension (exclusive of services to the proposed building):

DES PLAINES
http://www.sterlingcodifiers.com/codebook/index.php?book_id=561

ARLINGTON HEIGHTS
http://ldms.vah.com/weblink8/

BUFFALO GROVE

Connection Fees

1. The fees paid for each connection to the Village sewer system are:

Size of connection	Fee
6 inches	$ 50.00
8 inches	200.00
10 inches	300.00

2. In addition to the charges listed in paragraph 1 of this subsection, fees paid for each connection to the Village sewer system in Lake County are as follows:

Connection to Village Mains	Fee
Residential	$3,400.00 per unit
Industrial, commercial and institutional	$3,400.00 per single-family residential equivalent

3. In addition to the charges listed in paragraphs 1 and 2 of this subsection, fees paid for each connection directly to an interceptor, or trunk line constructed by the County, in Lake County, are as follows:

Connection to interceptor	Fee
Residential	$4,300.00 per unit
Industrial, commercial and institutional	$4,300.00 for first single-family residential equivalent and $3,400.00 for each residential equivalent thereafter

MOUNT PROSPECT

Sewer Connection Fee: $175.00 for each separate building connection which contains not more than 10 water outlets or floor drains discharging to the sanitary sewer system.

For each additional water outlet or floor drain contained in said premises in excess of 10 outlets there shall be an additional sewer connection tap-on fee for said connection of $25.00 per water outlet or floor drain.

NORTHFIELD

Section 7-30. Sewer Connection Fee

Three hundred dollars ($300.00) (inside village limits);

Three thousand five hundred dollars ($3,500.00) (outside village limits).

In addition, a permit for any sewer work will be issued only after a ten thousand dollar ($10,000.00) bond has been posted with the village. (Ord. 99-1002, 10-28-1999; amd. Ord. 01-1091, 12-3-2001; Ord. 02-1133, 12-3-2002; Ord. 04-1220, 10-19-2004; Ord. 05-1258, 9-20-2005; Ord. 07-1354, 12-3-2007; Ord. 08-1397, 12-1-2008; Ord. 09-1435, 12-7-2009)

PALATINE

CHAPTER 19, Article III - Utility Services, Sewers

Sewer Connection Fees; All connections

Single Family Residences	$118
Multiple Family Residence for each family unit	$118
Business Establishments	$118

12D

ORDINANCE NO. O-15-

An Ordinance Amending the Zoning Ordinance To Allow For Video Gaming, As A Special Use, In The B-1, B-2, B-2A, B-3, and B-4 Zoning Districts

WHEREAS, the City of Prospect Heights has filed an application to amend the text of the Zoning Ordinance to allow for video gaming, as permitted by the Illinois Video Gaming Act, 230 ILCS 40/1 *et seq.*, and licensed by the Illinois Gaming Board, as a Special Use in the B-1, B-2, B-2A, B-3, and B-4 Zoning Districts;

WHEREAS, this ordinance amends the Special Use provisions in each of the above-mentioned districts by adding Licensed Video Gaming Establishment as a special use in each;

WHEREAS, appropriate notices have been given and the Plan/Zoning Board of Appeals ("PZB") has held a public hearing on _______, 2015 regarding the application;

WHEREAS, the PZB has recommended adoption of this ordinance and the City Council of the City of Prospect Heights desires to amend the Zoning Ordinance as provided;

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

SECTION 1: Each of the foregoing recitals and findings are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: That Chapter 3 of Title 5 of the City Code, as amended, is hereby further amended to add a new Section 5-3-19—Video Gaming, so that said Section 5-3-19 shall hereafter be read as follows:

5-3-19—Video Gaming:

Video Gaming as contemplated in the Illinois Video Gaming Act, 230 ILCS 40/1, is hereby banned in the City of Prospect Heights except in those areas where it

is expressly allowed pursuant to this Zoning Ordinance and where such operator of a Licensed Video Gaming Establishment holds a valid Special Use permit issued pursuant section 5-10-9 of this Title. Those Licensed Video Gaming Establishments lawfully operating as of the effective date of this amendatory ordinance may continue to operate without a Special Use Permit subject to the regulations applicable to nonconforming uses in Chapter 4 of this Zoning Ordinance.

SECTION 3: That the following definition shall be added to Section 5-2-3 of the Prospect Heights City Code so that the same shall be added in alphabetical order and be read as follows:

LICENSED VIDEO GAMING ESTABLISHMENT: means an establishment licensed by the Illinois Gaming Board pursuant to the Illinois Video Gaming Act, 230 ILCS 40/1 *et seq.*, to operate a video gaming terminal on its premises.

SECTION 4: That the following text shall be added to the listed special uses in Section 5-7-2.C, **B-1 RETAIL BUSINESS DISTRICT, Special Uses** of the Prospect Heights City Code, so that the same shall be added in alphabetical order and read as follows:

C. Special Uses.

Licensed Video Gaming Establishment

SECTION 5: That the following text shall be added to the listed special uses in Section 5-7-3.C, **B-2A GENERAL COMMERCIAL DISTRICT, Special Uses,** of the Prospect Heights City Code, so that the same shall be added in alphabetical order and read as follows:

Licensed Video Gaming Establishment

SECTION 6: That the following text shall be added to the listed special uses in Section 5-7-4.C, **B-2 GENERAL COMMERCIAL DISTRICT, Special Uses,** of the Prospect Heights City Code, so that the same shall be added in alphabetical order and read as follows:

Licensed Video Gaming Establishment

SECTION 7: That the following text shall be added to the listed special uses in Section 5-7-5.C, **B-3 COMMERCIAL, WHOLESALE AND GENERAL SERVICE DISTRICT, Special Uses,** of the Prospect Heights City Code, so that the same shall be added in alphabetical order and read as follows:

Licensed Video Gaming Establishment

SECTION 8: That the following text shall be added to the listed special uses in Section 5-7-6.C, **B-4 OFFICE/INDUSTRIAL DISTRICT, Special Uses,** of the Prospect Heights City Code, so that the same shall be added in alphabetical order and read as follows:

Licensed Video Gaming Establishment

SECTION 9: That the City Clerk of the City of Prospect Heights be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 10: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED and APPROVED this ____day of _______, 2015.

____
Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:
NAYS:
ABSENT:

Published in pamphlet form:

#651632

12E

Prospect Heights

November 9, 2015

TO: Mayor and City Council

FROM: Stephanie Hannon
Finance Director

SUBJECT: **Truth in Taxation Act**
Proposed 2015 Property Tax Levies

The Truth in Taxation act requires that at least twenty (20) days prior to the passage of the tax levy ordinance, the City must estimate the amount of the tax levy. If the proposed aggregate amount of the levy is more than 105% of the amount of property taxes extended, or estimated to be extended, for the previous year, then the City must provide notice and hold a public hearing on their intention to adopt the tax levy. The hearing must take place prior to adoption of the tax levy. If a public hearing is required, notice must be provided no less than 7 days or no more than 14 days prior to the hearing. A certificate of compliance with the Truth in Taxation act must accompany the City's tax levy ordinance. **The aggregate tax to be levied is a decrease of 0.15%; therefore, the City is not required to publish a legal notice or hold a public hearing. However, City staff recommends publishing a legal notice and holding a public hearing as it would provide more opportunity for public input and disclosure of the significant increase in SSA #5.**

The City is subject to both the Property Tax Extension Limitation Law (PTELL), more commonly referred to as the "tax cap" law, and the Prior Year Equalized Assessed Valuation (EAV) Limitation Law. PTELL limits the increase in the City's tax extension from one year to the next to the lesser of 5% or the percent increase in the Consumer Price Index (CPI), with a provision that allows taxing districts to capture additional taxes from other factors affecting the tax base, such as new property. The Prior Year EAV Limitation Law (PYELL) states that the maximum amount of the levy extended cannot exceed the statutory rate applied against the total of the prior year's EAV plus the current year's new construction.

The attached table compares the 2015 proposed levies with the respective 2014 tax levy extensions. In addition, the table provides a column that calculates the tax rates generated under the PYELL to confirm that none of the proposed tax levies exceed this limit. All of the City's proposed tax levies, subject to the PYELL restriction, are in compliance.

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The 2015 proposed tax levies include: an increase in the police pension tax levy of 4.98% or $14,598, an increase in the tax levy for Special Service Areas #1 of $1,042, Special Service Area #2 of $2,520, Special Service Area #3 of $1,242, Special Service Area #4 of $1,598 and Special Service Area #5 of $59,368. The remaining tax levy for Special Service Area #8 remains the same as last year. The increase in SSA #5 reflects the cost the cover expenses in SSA #5 related to Palatine/Willow stormwater management expenses. In FY2014-15, SSA #5 funded expenses related to engineering and drainage improvements on the west property line of Quincy Park. The total cost of the project was $120,058. The tax levy reflects the replenishment of funds in the SSA to cover future projects and routine maintenance of stormwater related improvements in the area.

The tax levy for the Road Construction debt and Special Service Area #6 debt will decrease in FY2015 by 5.17%.

The decrease in the Special Service Area #6 tax levy and the road construction reflects the amount for the referendum debt service tax levy set forth in the bond ordinances.

The Police Pension tax does not have a statutory rate limit and therefore it is not subject to the Prior Year EAV Limitation Law; however, it is subject to limitation under PTELL. In an effort to capture all available tax revenues, staff is recommending that the Police Pension tax levy be increased by 4.98% over the 2013 tax extension. This would allow the City to capture not only the growth from the CPI but also all growth from new property being added to the tax rolls. In addition, the City could realize additional growth from the 3% loss and cost added on by the County, provided it does not exceed the limiting rate under the tax cap formula.

The Special Service Area levies are to cover the projected sanitary sewer maintenance and administrative expenses. The tax levy for Special Service Area #8 is to support maintenance of the Levee 37 project area and to cover a note payable repayment at 2.25%. SSA #8 has two more years on a remaining note payable of $200,000 from the General Fund.

Discussion of the proposed levies is scheduled for the November 9th City Council meeting. Approval of the preliminary levy estimate will appear on the regular agenda. Once the preliminary tax levies have been determined, stall will prepare the levy ordinances for police pension and Special Service Areas #1 to #5 and #8. In addition, the required legal notice has been prepared and will be published for the public hearing on Special Service Area #1 to #5 and #8 and Police Pension proposed tax levy. Below is the time frame for completion and filing of the 2015 tax levies, including compliance with the Truth in Taxation requirements.

Property Tax Levy Adoption Schedule:

November 9, 2015	Preliminary tax levy estimates approved by City Council
November 13, 2015	Publish legal notice of public hearing
November 23, 2015	6:20 p.m. Public Hearing Aggregate tax increase 6:30 p.m. Tax levy ordinances (first reading)
December 14, 2015	Approve tax levy ordinances (second reading)
December 29, 2015	Deadline to file tax levy ordinances and Truth in Taxation Certificate with Cook County Clerk

Tax Agency	Maximum Allowable Tax Rate per $100 EAV	Tax Year 2014 Tax Extension	Tax Year 2014 Tax Rate per $100 EAV	Tax Year 2014 Equalized Assessed Valuation (EAV)	Proposed 2015 Proposed Tax Levy	Proposed Prior Year EAV Limiting Rate per $100 EAV (1)	Proposed Projected Tax Rate per $100 EAV (2)	Proposed Amount of Increase	Proposed Percent Increase
Special Service Area #6	No Limit	$ 251,325	1.0645	17,344,753	$ 238,503	N.A.	1.4295	(12,822)	-5.10%
Debt Service (Referendum)	No Limit	1,368,596	0.1012	341,892,724	1,297,710	N.A.	0.3985	(70,886)	-5.18%
Total Debt Levies		$ 1,619,921			$ 1,536,213				-5.17%
Police Pension Tax	No Limit	$ 293,002	0.0857	341,892,724	$ 307,600	N.A.	0.0925	$ 14,598	4.98%
Special Service Area #1	0.3500	27,458	0.3500	7,845,256	28,500	0.3605	0.3633	1,042	3.79%
Special Service Area #2	0.9300	42,980	0.8943	4,717,901	45,500	0.9383	0.9835	2,520	5.86%
Special Service Area #3	0.4900	22,858	0.0778	21,363,143	24,100	0.1162	0.1150	1,242	5.43%
Special Service Area #4	0.9100	41,202	0.6639	4,532,673	42,800	0.9726	0.9630	1,598	3.88%
Special Service Area #5	0.1800	6,332	0.0117	35,178,024	65,700	0.1820	0.1905	59,368	937.59%
Special Service Area #8	1.4100	212,200	0.8466	19,794,812	212,200	1.1042	1.0932	-	0.00%
		$ 353,030			$ 418,800				18.63%
Corporate & Special		$ 646,032			$ 726,400				12.44%
Total Levy		$ 2,265,953			$ 2,262,613				-0.15%

(1) If a tax has a Maximum Allowable Tax Rate, it is subject to the Prior Year EAV Limiting Rate calculation.
This calculation uses the proposed levy amount and adds 3% for loss and cost. This total is divided by the sum of the Prior Year

(2) Calculated based on proposed levy amount plus 3% (5% for debt service) for loss and cost, and assumes 0% growth in equalized assessed valuation. In addition, Police Pension Tax assumes $0.00 in growth from New Property.

City of Prospect Heights
Tax Levy 2015

	Police Pension	Road Bond	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4	Special Service Area #5	Special Service Area #6	Special Service Area #8
Equity as of 4/30/15		783,635	(92,158)	22,916	398,629	18,620	269,572	188,804	(148,721)
Tax Extension Revenue		1,367,946	27,458	42,980	22,858	41,202	6,332	251,325	212,200
Budget Expenses		1,308,412	48,433	49,872	70,783	49,293	217,762	240,203	243,586
Net Income/(Loss)		$ 59,534	$ (20,975)	$ (6,892)	$ (47,925)	$ (8,091)	$ (211,430)	$ 11,122	$ (31,386)
Total Due Other Funds 4/30/16		$ -	$ (113,133)						$ (200,000)
Estimated Equity 4/30/16		$ 843,169	$ (113,133)	$ 16,024	$ 350,704	$ 10,529	$ 58,142	$ 199,926	$ (180,107)
Estimated Expenses FY2016-17		1,302,787	43,433	44,872	70,783	44,293	100,000	240,203	228,586
Total Required	$ 728,579	$ 1,367,946	$ (156,566)	$ 28,848	$ (279,921)	$ 33,764	$ 41,858	$ 40,277	$ 308,693
Last Years Levy Extension	293,002	1,368,596	27,458	42,980	22,858	41,202	6,332	251,325	212,200
Proposed Levy	$ 307,600	$ 1,297,710	$ 28,500	$ 45,500	$ 24,100	$ 42,800	$ 65,700	$ 238,503	$ 212,200
Assessed Value	$ 341,892,724	$ 341,892,724	$ 7,845,256	$ 4,717,901	$ 21,363,143	$ 4,532,673	$ 35,178,024	$ 17,344,753	$ 19,794,812
Amount for a $100,000 home	$ 30	$ 127	$ 121	$ 321	$ 38	$ 315	$ 62	$ 458	$ 357
Last Years Taxes	29	133	117	304	36	303	6	483	357
Increase/(Decrease) Prior Year	$ 1	$ (7)	$ 4	$ 18	$ 2	$ 12	$ 56	$ (25)	$ -
Net Fund Balance FY2017			$ (129,108)	$ 16,652	$ 304,021	$ 9,036	$ 23,842	$ 198,226	$ (96,493)

Levy History	Police Pension	Road Bond	SSA #1	SSA #2	SSA #3	SSA #4	SSA #5	SSA #6	SSA #8
Levy 2006	220,796.38		24,669.07	35,873.06	88,365.47	17,416.15	94,948.42		
Levy 2007	231,992.42		18,623.34	13,917.51	53,550.34	13,821.08	101,555.04		
Levy 2008	246,774.21		19,663.79	15,191.92	57,636.41	15,949.79	111,715.87	241,872.14	
Levy 2009	250,305.56		20,272.63	15,799.00	60,319.68	15,704.02	75,486.20	244,633.19	
Levy 2010	258,962.37		20,995.90	16,666.81	62,288.56	17,150.38	78,753.35	246,931.91	
Levy 2011	264,464.97	437,884.55	20,454.35	16,230.24	51,025.35	17,053.80	25,993.38	243,660.91	81,796.44
Levy 2012	274,588.21	976,749.36	33,954.86	51,053.55	20,481.14	35,857.06	5,241.81	244,630.70	204,240.00
Levy 2013	283,281.00	1,367,946.00	27,538.00	42,979.00	20,663.54	38,129.56	5,755.82	246,516.70	206,034.29
Levy 2014	293,002.00	1,368,596.00	27,458.00	42,980.00	22,858.00	41,202.00	6,332.00	251,325.00	212,200.00
Levy 2015	307,600.00	1,297,710.00	28,500.00	45,500.00	24,100.00	42,800.00	65,700.00	239,753.00	212,200.00
Maximum Levy	$ 307,652.10	No Limit	$ 28,282.15	$ 45,192.77	$ 107,819.78	$ 42,484.74	$ 65,220.06	No Limit	$ 287,480.05

City of Prospect Heights
New Property History

Tax Year	Police Pension	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4	Special Service Area #5	Special Service Area #6	Special Service Area #8
2003								
2004	3,967,793							
2005	2,070,391							
2006	3,745,200							
2007	3,985,704	22,296	6,894	55,163	-	-	-	
2008	2,908,134	-	-	149	-	-	176,699	
2009	1,710,041	7,485	-	7	-	14,913	137,264	
2010	965,328	23,341	11,708	52,912	-	-	35,864	
2011	817,494	-	-	-	-	(83,691)	-	
2012	720,833	-	-	-	-	-	-	-
2013	1,067,296	41,366	2,015	62,365	-	-	7,919	-
2014	3,721,596	-	-	-	-	2,001,892	-	-

CITY OF PROSPECT HEIGHTS

History of Equalization Factors and Equalized Assessed Valuation

Tax Year	Equalizaton Factor	Police Pension/Road Bond	% Increase over Prior Year	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4	Special Service Area #5	Special Service Area #6	Special Service Area #8
		EQUALIZED ASSESSED VALUATION								
2003	2.4598	$ 357,410,406							-	-
2004	2.5757	416,852,808	16.63%						-	-
2005	2.7320	443,398,275	6.37%						-	-
2006	2.7076	447,526,177	0.93%	8,412,930	5,377,069	22,605,023	9,653,443	58,975,386	-	-
2007	2.8439	529,056,846	18.22%	9,905,181	6,301,770	27,519,016	8,444,393	65,266,827	-	-
2008	2.9786	561,012,029	6.04%	10,830,036	6,883,129	30,199,844	8,243,303	67,433,219	25,733,860	-
2009	3.3701	557,571,070	-0.61%	11,870,933	7,110,040	32,578,508	9,285,463	69,091,739	27,216,392	-
2010	3.3000	488,794,261	-12.34%	10,770,025	6,408,143	29,661,034	7,663,241	58,416,234	25,277,289	48,075,159
2011	2.9706	440,623,173	-9.86%	10,366,904	6,149,814	28,729,436	6,852,923	53,553,739	22,990,770	29,636,023
2012	2.8056	397,333,039	-9.82%	9,793,330	5,758,478	26,461,411	5,429,793	44,164,720	20,955,136	24,331,795
2013	2.6621	331,710,999	-16.52%	7,867,881	4,621,398	21,085,243	4,588,395	31,976,803	17,190,844	19,094,930
2014	2.7253	341,892,724	3.07%	7,845,256	4,717,901	21,363,143	4,532,673	35,178,024	17,344,753	19,794,812

TRUTH IN TAXATION ACT
PUBLIC HEARING NOTICE

NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE CITY OF PROSPECT HEIGHTS, COOK COUNTY ILLINOIS

I. A public hearing to approve a proposed aggregate property tax levy increase for the City of Prospect Heights, Illinois ("taxing district") for 2015 will be held on Monday, November 23, 2015 at 6:20 p.m. at City Hall, 8 N. Elmhurst Road, Prospect Heights, IL 60070.

   Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Karen Schultheis, Deputy City Clerk, 8 N. Elmhurst Road, Prospect Heights, IL, 60070, (847) 398-6070 x251.

II. The corporate and special purpose property taxes extended or abated for 2014 were $646,032 for the City of Prospect Heights, Illinois 60070

III. The proposed corporate and special purpose property taxes to be levied for 2015 are $726,400 for the City of Prospect Heights, Illinois 60070. This represents a 12.44% increase over the previous year.

IV. The property taxes extended for debt service and public building commission leases for 2014 were $1,619,921 for the City of Prospect Heights, Illinois 60070

V. The estimated property taxes to be levied for debt service and public building commission leases for 2015 are $1,536,213. This represents a 5.17% decrease over the previous year for the City of Prospect Heights, IL 60070

VI. The total property taxes extended or abated for 2014 were $2,265,953 for the City of Prospect Heights, Illinois 60070.

   The estimated total property taxes to be levied for 2015 are $2,262,613. This represents a 0.15% decrease over the previous year for the City of Prospect, Illinois 60070

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Prospect Heights

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Ordinance Amending Zoning Code (1414 Rand) Request Waiver on 1st Reading

The developer of the recently approved self- storage facility at 1414 Rand, is selling to a real estate investment trust. The trust is undertaking due diligence procedures and will not accept the City's zoning certificate. This ordinance (under construction) will address the trust's concerns and will facilitate the sale and ultimate development of the property.

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13A

APPROVAL OF WARRANTS

11/9/2015 COUNCIL MEETING		
Checks		
General Fund	$	99,208.33
MFT Fund		
Palatine/Milwaukee TIF		3,828.00
Tourism District		9,524.03
Development Fund		312.78
DEA Fund		613.57
Solid Waste Fund		29,289.00
S S Area #1		
S S Area #2		
S S Area #3		
S S Area #4		
S S Area #5		26,589.82
S S Area #8 - Levee Wall #37		304.36
S S Area-Constr#6(Water Main)		
S S Area-Debt#6		
Road Construction		66.00
Road Construction Debt		
Water Fund		1,161.99
Parking Fund		611.08
Road/Building Bond Escrow		
TOTAL	$	171,508.96
Wire Payments		
CK# 196838 to COMED		1,052.78
10/30/2015 Payroll Posting		140,310.53
Total Warrant	$	312,872.27

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	99,208.33	435.00	
PALATINE/MILWAUKEE TIF FUND			
Total PALATINE/MILWAUKEE TIF FUND:	3,828.00	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	9,524.03	.00	
DEVELOPMENT FUND			
Total DEVELOPMENT FUND:	312.78	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	613.57	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	29,289.00	.00	
SSA #5			
Total SSA #5:	26,589.82	.00	
SSA #8			
Total SSA #8:	304.36	.00	
ROAD CONSTRUCTION FUND			
Total ROAD CONSTRUCTION FUND:	66.00	.00	
WATER FUND			
Total WATER FUND:	1,161.99	.00	
PARKING FUND			
Total PARKING FUND:	611.08	.00	
Grand Totals:	171,508.96	435.00	

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
ARLINGTON HEIGHTS FORD	738424	SQUAD CAR MAINTENANCE	10/20/2015	01-350-5020	414.88	.00	
ARLINGTON HEIGHTS FORD	738617	SQUAD CAR MAINTENANCE	10/21/2015	01-350-5020	89.95	.00	
Total ARLINGTON HEIGHTS FORD:					504.83	.00	
AT&T	847392424410/	CH FAX LINES #3346	10/25/2015	01-320-5410	98.30	.00	
AT&T	847459061810/	PW FAX #9205	10/25/2015	01-320-5410	67.11	.00	
Total AT&T:					165.41	.00	
ATLAS BOBCAT, LLC	BB9470	PARTS FOR BOBCAT SNOWBL	10/29/2015	01-350-5020	363.52	.00	
Total ATLAS BOBCAT, LLC:					363.52	.00	
BAXTER & WOODMAN INC	0182706	SCADA SUPPORT SERVICES	10/22/2015	51-300-5100	145.00	.00	
Total BAXTER & WOODMAN INC:					145.00	.00	
BILL SUERTH	7/2015-10/201	MEDICAL REIMBURSEMENT	11/03/2015	01-000-2061	330.13	.00	
Total BILL SUERTH:					330.13	.00	
BROOKS-ALLAN	0040104	PD UNIFORMS	10/23/2015	01-360-5741	23.00	.00	
BROOKS-ALLAN	0040116	PD BUSINESS CARDS	10/27/2015	01-360-5200	143.06	.00	
Total BROOKS-ALLAN:					166.06	.00	
CANYON CONTRACTING, INC.	1160/PAY REQ	QUINCY PARK DRAINAGE PRO	10/27/2015	25-300-5100	26,443.10	.00	
Total CANYON CONTRACTING, INC.:					26,443.10	.00	
CARDMEMBER SERVICE	9/22/15-10/20/	CEILING TILES AT CITY HALL	10/20/2015	01-350-5104	137.41	.00	
CARDMEMBER SERVICE	9/22/15-10/20/	PD TRAINING	10/20/2015	01-360-5330	295.00	.00	
CARDMEMBER SERVICE	9/22/15-10/20/	MEALS/PARKING FOR IML CON	10/20/2015	01-310-5300	89.11	.00	
CARDMEMBER SERVICE	9/22/15-10/20/	PD TRAINING	10/20/2015	16-300-5330	425.00	.00	
CARDMEMBER SERVICE	9/22/15-10/20/	PD EQUIPMENT	10/20/2015	01-360-7022	38.14	.00	
CARDMEMBER SERVICE	9/22/15-10/20/	PD EQUIPMENT MAINTENANCE	10/20/2015	01-360-5610	157.05	.00	
CARDMEMBER SERVICE	9/22/15-10/20/	PD MEMBERSHIPS	10/20/2015	01-360-5310	315.00	.00	
Total CARDMEMBER SERVICE:					1,456.71	.00	
CHC WELLNESS	11454.05	WELLNESS SCREENING - ZIMM	10/21/2015	01-340-4100	174.00	.00	
Total CHC WELLNESS:					174.00	.00	
COMCAST	10/28-11/27	INTERNET FOR SCADA SYSTE	10/21/2015	51-300-5410	157.90	.00	
Total COMCAST:					157.90	.00	
CONSERV FS INC.	102000126	GASOLINE	10/08/2015	01-350-5751	1,561.14	.00	
CONSERV FS INC.	102000239	GASOLINE	10/16/2015	01-350-5751	2,088.30	.00	
CONSERV FS INC.	102000346	GASOLINE	10/28/2015	01-350-5751	1,485.61	.00	
CONSERV FS INC.	102000347	DIESEL FUEL	10/28/2015	01-350-5751	644.61	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
					5,779.66	.00	
Total CONSERV FS INC.:							
CONSTELLATION NEWENERGY	0028310073	SSA#8 #0122149053	10/15/2015	28-300-5100	161.56	.00	
CONSTELLATION NEWENERGY	0028310223	SSA#5 #3963129118	10/15/2015	25-300-5050	116.33	.00	
CONSTELLATION NEWENERGY	0028310233	METRA #4311103003	10/15/2015	52-300-5410	186.96	.00	
CONSTELLATION NEWENERGY	0028310298	METRA #2443144010	10/15/2015	52-300-5410	149.91	.00	
CONSTELLATION NEWENERGY	0028310303	METRA #4311102006	10/15/2015	52-300-5410	249.24	.00	
CONSTELLATION NEWENERGY	0028616382	SSA#5 #2048011018	10/29/2015	25-300-5050	30.39	.00	
					894.39	.00	
Total CONSTELLATION NEWENERGY INC.:							
COOK COUNTY TREASURER	2015-3	TRAFFIC SIGNAL MAINTENANC	10/21/2015	01-350-5031	1,050.75	.00	
					1,050.75	.00	
Total COOK COUNTY TREASURER:							
DEKIND COMPUTER CONSULT	18950	MONTHLY SERVICE RATE - 12/	11/02/2015	01-320-5130	2,720.00	.00	
DEKIND COMPUTER CONSULT	18968	EVAULT SUBSCRIPTION- 12/20	11/02/2015	01-320-5130	650.00	.00	
DEKIND COMPUTER CONSULT	18980	SECURE SPAM FILTERS - 12/20	11/02/2015	01-320-5130	140.00	.00	
DEKIND COMPUTER CONSULT	19055	TRIP CHARGES - 10/2015	11/04/2015	01-320-5130	135.00	.00	
					3,645.00	.00	
Total DEKIND COMPUTER CONSULTANTS:							
EL-COR INDUSTRIES INC	91313	PW OPERATING SUPPLIES	10/14/2015	01-350-5710	39.15	.00	
EL-COR INDUSTRIES INC	91356	PW OPERATING SUPPLIES	10/14/2015	01-350-5710	37.31	.00	
EL-COR INDUSTRIES INC	91356	LEVEE 37 SUPPLIES	10/14/2015	28-300-5050	142.80	.00	
					219.26	.00	
Total EL-COR INDUSTRIES INC:							
FEDEX	5-205-63968	WATER SHIPPING	10/28/2015	51-300-5200	51.36	.00	
					51.36	.00	
Total FEDEX:							
FOX VALLEY FIRE & SAFETY	944665	FIRE ALARM INSPECTION	10/21/2015	01-350-5104	141.00	.00	
FOX VALLEY FIRE & SAFETY	944666	FIRE ALARM INSPECTION	10/21/2015	01-350-5104	150.00	.00	
FOX VALLEY FIRE & SAFETY	946172	FIRE ALARM INSPECTION	10/14/2015	01-350-5104	250.00	.00	
FOX VALLEY FIRE & SAFETY	946173	FIRE ALARM INSPECTION	10/14/2015	01-350-5104	275.00	.00	
					816.00	.00	
Total FOX VALLEY FIRE & SAFETY:							
FRANCZEK RADELET	164171	LEGAL SERVICES	10/16/2015	01-320-5123	2,980.43	.00	
					2,980.43	.00	
Total FRANCZEK RADELET:							
GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	2014 GIS UPDATES	09/28/2015	01-350-5100	638.00	.00	
GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	PUBLIC WORKS ADDITION	09/28/2015	12-500-7011	198.00	.00	
GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	TOURISM DISTRICT PROJECTS	09/28/2015	13-300-5108	132.00	.00	
GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	ROADS - GENERAL PROJECTS	09/28/2015	31-300-5100	66.00	.00	
GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	BILLABLE ENGINEERING SERVI	09/28/2015	01-330-5110	1,524.00	.00	
GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	DRAINAGE IMPROVEMENTS	09/28/2015	01-550-7053	1,721.00	.00	
GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	GENERAL ENGINEERING SERV	09/28/2015	01-330-5100	3,636.82	.00	
					7,915.82	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:							
GOVERNMENT FINANCE OFFIC	10/27/15	CERTIFICATE OF ACHIEVEMEN	10/27/2015	01-320-5310	435.00	435.00	10/27/2015
					435.00	435.00	
Total GOVERNMENT FINANCE OFFICERS ASSOCIATION:							

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
GRAINGER INC.	9872808960	PW OPERATING SUPPLIES	10/21/2015	01-350-5710	56.16	.00	
GRAINGER INC.	9876473589	PW OPERATING SUPPLIES	10/26/2015	01-350-5710	39.69	.00	
Total GRAINGER INC.:					95.85	.00	
HACH COMPANY	9627023	WTR CHEMICALS	10/16/2015	51-300-5750	263.19	.00	
HACH COMPANY	9635473	WTR CHEMICALS	10/22/2015	51-300-5750	103.05	.00	
Total HACH COMPANY:					366.24	.00	
HMO ILLINOIS	7902 11/1/15-1	HMO HEALTH INSURANCE	10/16/2015	01-320-4100	698.64	.00	
HMO ILLINOIS	7902 11/1/15-1	HMO HEALTH INSURANCE	10/16/2015	01-360-4100	10,691.63	.00	
Total HMO ILLINOIS:					11,390.27	.00	
HOME DEPOT CREDIT SERVIC	10/28/15	WATER DEPT OPERATING SUP	10/28/2015	51-300-5050	29.82	.00	
HOME DEPOT CREDIT SERVIC	10/28/15	VEHICLE MTC SUPPLIES	10/28/2015	01-350-5020	229.13	.00	
HOME DEPOT CREDIT SERVIC	10/28/15	PW OPERATING SUPPLIES	10/28/2015	01-350-5710	669.35	.00	
Total HOME DEPOT CREDIT SERVICES:					928.30	.00	
ILLINOIS PUBLIC WORKS MUTU	1879	PW MEMBERSHIP DUES	01/25/2015	01-350-5310	250.00	.00	
Total ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK:					250.00	.00	
ILLINOIS-AMERICAN WATER C	10/30 TO 12/1/	PW 1025-210002055667	10/30/2015	01-320-5410	33.84	.00	
ILLINOIS-AMERICAN WATER C	OCT 2 TO OCT	PW 1025-210002055629	10/30/2015	01-320-5410	185.66	.00	
Total ILLINOIS-AMERICAN WATER CO.:					219.50	.00	
INTEGRATED FACILITIES SOLU	11539	MILWAUKEE AVE LANDSCAPIN	10/19/2015	13-300-5108	9,392.03	.00	
Total INTEGRATED FACILITIES SOLUTION, INC.:					9,392.03	.00	
IUOE LOCAL 150 ADMIN	#150 A 10/30/2	LOCAL 150 ADMIN DUES	10/30/2015	01-000-2050	339.92	.00	
Total IUOE LOCAL 150 ADMIN:					339.92	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 10/30/1	LOCAL 150 MEMBERSHIP DUE	10/30/2015	01-000-2050	82.39	.00	
Total IUOE LOCAL 150 MEMBERSHIP:					82.39	.00	
JERRY COGLIANESE	25-27OCT15	PD TRAINING REIMBURSEMEN	10/28/2015	16-300-5330	101.87	.00	
Total JERRY COGLIANESE:					101.87	.00	
JG UNIFORMS INC	38989	PD UNIFORM	10/19/2015	01-360-5741	20.00	.00	
JG UNIFORMS INC	38990	PD UNIFORM	10/19/2015	01-360-5741	14.00	.00	
Total JG UNIFORMS INC:					34.00	.00	
JOE VERTONE	10/21/15	TRAINING EXP REIMBURSEME	10/21/2015	01-360-5330	75.00	.00	
Total JOE VERTONE:					75.00	.00	
JOHN YANKE	10/24-10/26/15	PD TRAINING REIMBURSEMEN	10/30/2015	16-300-5330	86.70	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total JOHN YANKE:					86.70	.00	
JOURNAL & TOPICS NEWSPAP	166971	LEGAL NOTICE - RESOULTION	10/21/2015	14-300-5100	312.78	.00	
Total JOURNAL & TOPICS NEWSPAPERS INC.:					312.78	.00	
JULIE INC	09/30/15	2015 QTRLY ASSESSMENT	09/30/2015	01-320-5410	996.25	.00	
Total JULIE INC:					996.25	.00	
LEXISNEXIS CO.	1290571-2015	MONTHLY ACTIVITY	09/30/2015	01-360-5100	162.74	.00	
Total LEXISNEXIS CO.:					162.74	.00	
MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	51-300-4110	11.71	.00	
MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	01-360-4110	217.98	.00	
MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	01-350-4110	49.45	.00	
MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	01-340-4110	27.99	.00	
MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	01-330-4110	3.24	.00	
MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	01-320-4110	43.49	.00	
Total MADISON NATIONAL LIFE:					353.86	.00	
MICHAEL WAGNER & SONS IN	1352114	PW OPERATING SUPPLIES	09/23/2015	01-350-5710	108.29	.00	
Total MICHAEL WAGNER & SONS INC:					108.29	.00	
MIDWEST ENVIRONMENTAL SA	15385	PW GARAGE HEATERS	10/29/2015	01-350-5710	438.84	.00	
Total MIDWEST ENVIRONMENTAL SALES CO, INC.:					438.84	.00	
N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	51-300-4100	266.50	.00	
N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	01-360-4100	24,762.00	.00	
N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	01-340-4100	3,753.50	.00	
N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	01-330-4100	573.50	.00	
N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	01-320-4100	2,922.50	.00	
Total N SUBURBAN EMPL BENEFIT COOP:					32,278.00	.00	
NCPERS GROUP LIFE INS	52701115	PD PREMIUM	10/23/2015	01-000-2030	16.00	.00	
NCPERS GROUP LIFE INS	77871115	PD PREMIUM	10/23/2015	01-000-2030	64.00	.00	
Total NCPERS GROUP LIFE INS:					80.00	.00	
NICOR GAS	09.23.15-10.26	WTR 70-06-34-0000 9	10/28/2015	51-300-5410	28.04	.00	
NICOR GAS	09/23/15-10/26	PW 94-82-27-0000 4	10/26/2015	01-320-5410	48.32	.00	
NICOR GAS	9/23/15-10/26/	METRA 20-24-74-0000 3	10/26/2015	52-300-5410	24.97	.00	
NICOR GAS	9-23-15-10-23-	PD SRVC 98-65-54-0000 4	10/26/2015	01-320-5410	53.61	.00	
Total NICOR GAS:					154.94	.00	
NORTH SHORE SIGN	15296	SIGN MAINTENANCE FEE	11/01/2015	01-320-5100	38.00	.00	
Total NORTH SHORE SIGN:					38.00	.00	
NORTHSHORE OMEGA	207011156-10	PD EXAM - SKEET	10/28/2015	01-360-5100	101.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
					101.00	.00	
Total NORTHSHORE OMEGA:							
NORTHWEST ELECTRICAL SUP	17239824	PW OPERATING SUPPLIES	10/15/2015	01-350-5710	49.42	.00	
NORTHWEST ELECTRICAL SUP	17240504	PW OPERATING SUPPLIES	10/20/2015	01-350-5710	11.51	.00	
					60.93	.00	
Total NORTHWEST ELECTRICAL SUPPLY CO:							
NW CENTRAL DISPATCH SYST	8228	12/2015 DISPATCH ASSESSME	11/01/2015	01-360-5240	18,416.95	.00	
					18,416.95	.00	
Total NW CENTRAL DISPATCH SYSTEM:							
OHANA FARMS, INC.	3132/BALANC	TREE PLANTING	10/08/2015	01-350-5650	1,622.50	.00	
					1,622.50	.00	
Total OHANA FARMS, INC.:							
OPP FRANCHISING INC. DBA J	CHC11150245	CLEANING SERVICES	11/01/2015	01-350-5104	1,132.00	.00	
					1,132.00	.00	
Total OPP FRANCHISING INC. DBA JANI-KING IL:							
PETTY CASH PD	2016 TOBACC	GRANT-POLICE TOBACCO EXP	11/03/2015	01-390-5947	300.00	.00	
					300.00	.00	
Total PETTY CASH PD:							
PRO DATA PAYROLL SERVICE	352916	PAYROLL PROCESSING	10/28/2015	01-320-5540	185.45	.00	
					185.45	.00	
Total PRO DATA PAYROLL SERVICES INC.:							
S & J SERVICES INC.	1762	ELECTRICAL INSPECTIONS	11/02/2015	01-340-5100	1,444.00	.00	
					1,444.00	.00	
Total S & J SERVICES INC.:							
SOLID WASTE AGENCY	5213	12/2015 WASTE SERVICES	11/01/2015	17-300-5420	29,289.00	.00	
					29,289.00	.00	
Total SOLID WASTE AGENCY:							
THOMPSON ELEVATOR INSPE	15-3829	ELEVATOR INSPECTION	10/22/2015	01-340-5100	100.00	.00	
THOMPSON ELEVATOR INSPE	15-3867	ELEVATOR INSPECTIONS	10/23/2015	01-340-5100	530.00	.00	
					630.00	.00	
Total THOMPSON ELEVATOR INSPECT SVC, INC.:							
TRESSLER LLP	364351	IMET RECOVERY FEE SPLIT AR	10/21/2015	01-320-5120	537.68	.00	
					537.68	.00	
Total TRESSLER LLP:							
TRUGREEN PROCESSING CEN	40511870	LAWN SERVICE - CITY HALL	10/17/2015	01-350-5103	40.00	.00	
					40.00	.00	
Total TRUGREEN PROCESSING CENTER:							
VERIZON WIRELESS	9754452942	SCADA SYSTEM	10/23/2015	51-300-5410	40.01	.00	
					40.01	.00	
Total VERIZON WIRELESS:							
WAREHOUSE DIRECT OFFICE	2862202-0	CH OFFICE SUPPLIES	10/23/2015	01-320-5700	320.72	.00	
WAREHOUSE DIRECT OFFICE	2864941-0	CH OFFICE SUPPLIES	10/27/2015	01-320-5700	11.66	.00	
WAREHOUSE DIRECT OFFICE	2866505-0	CH OFFICE SUPPLIES	10/28/2015	01-320-5700	14.88	.00	
WAREHOUSE DIRECT OFFICE	2869142-0	CH OFFICE SUPPLIES	10/30/2015	01-320-5700	18.99	.00	
WAREHOUSE DIRECT OFFICE	2870949-0	CH OFFICE SUPPLIES	11/02/2015	01-320-5700	29.20	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total WAREHOUSE DIRECT OFFICE PROD INC.:					395.45	.00	
WATER PRODUCTS COMPANY	0262118	HYDRANT LOCK	10/26/2015	51-300-5050	65.41	.00	
Total WATER PRODUCTS COMPANY OF AURORA INC.:					65.41	.00	
WHEELING/PROSPECT HEIGHT	3943	TASTE OF THE TOWN-2015	10/30/2015	01-310-5300	420.00	.00	
Total WHEELING/PROSPECT HEIGHTS CC & INDUSTRY:					420.00	.00	
XTIVITY SOLUTIONS INC.	175	MONTHLY VOIP SERVICE 10/15	11/03/2015	01-320-5410	1,073.40	.00	
XTIVITY SOLUTIONS INC.	598	SECURITY CAMERAS FOR PW	10/14/2015	12-500-7011	3,630.00	.00	
Total XTIVITY SOLUTIONS INC.:					4,703.40	.00	
ZIP SPECIALTIES INC.	027644	NAME PLATE/BADGE	10/23/2015	01-320-5700	145.08	.00	
Total ZIP SPECIALTIES INC.:					145.08	.00	
Grand Totals:					171,508.96	435.00	

Dated: ______________________

Mayor: ______________________

City Council: ______________________

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City Recorder: ______________________

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2030 WITHHOLDING INSURAN	NCPERS GROUP LIFE INS	52701115	PD PREMIUM	10/23/2015	16.00	.00	
01-000-2030 WITHHOLDING INSURAN	NCPERS GROUP LIFE INS	77871115	PD PREMIUM	10/23/2015	64.00	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 ADMIN	#150 A 10/30/2	LOCAL 150 ADMIN DUES	10/30/2015	339.92	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 10/30/1	LOCAL 150 MEMBERSHIP DUE	10/30/2015	82.39	.00	
01-000-2061 WITHHOLDING FLEX ME	BILL SUERTH	7/2015-10/201	MEDICAL REIMBURSEMENT	11/03/2015	330.13	.00	
Total :					832.44	.00	
CITY COUNCIL & BOARDS							
01-310-5300 ALDERMANIC EXPENSE	CARDMEMBER SERVICE	9/22/15-10/20/	MEALS/PARKING FOR IML CON	10/20/2015	89.11	.00	
01-310-5300 ALDERMANIC EXPENSE	WHEELING/PROSPECT HEIGHT	3943	TASTE OF THE TOWN-2015	10/30/2015	420.00	.00	
Total CITY COUNCIL & BOARDS:					509.11	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	HMO ILLINOIS	7902 11/1/15-1	HMO HEALTH INSURANCE	10/16/2015	698.64	.00	
01-320-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	2,922.50	.00	
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	43.49	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	15296	SIGN MAINTENANCE FEE	11/01/2015	38.00	.00	
01-320-5120 CITY ATTORNEY	TRESSLER LLP	364351	IMET RECOVERY FEE SPLIT AR	10/21/2015	537.68	.00	
01-320-5123 LABOR ATTORNEY	FRANCZEK RADELET	164171	LEGAL SERVICES	10/16/2015	2,980.43	.00	
01-320-5130 COMPUTER CONSULTA	DEKIND COMPUTER CONSULT	18950	MONTHLY SERVICE RATE - 12/	11/02/2015	2,720.00	.00	
01-320-5130 COMPUTER CONSULTA	DEKIND COMPUTER CONSULT	18968	EVAULT SUBSCRIPTION- 12/20	11/02/2015	650.00	.00	
01-320-5130 COMPUTER CONSULTA	DEKIND COMPUTER CONSULT	18980	SECURE SPAM FILTERS - 12/20	11/02/2015	140.00	.00	
01-320-5130 COMPUTER CONSULTA	DEKIND COMPUTER CONSULT	19055	TRIP CHARGES - 10/2015	11/04/2015	135.00	.00	
01-320-5310 MEMBERSHIPS	GOVERNMENT FINANCE OFFIC	10/27/15	CERTIFICATE OF ACHIEVEMEN	10/27/2015	435.00	435.00	10/27/2015
01-320-5410 UTILITIES	AT&T	847392424410/	CH FAX LINES #3346	10/25/2015	98.30	.00	
01-320-5410 UTILITIES	AT&T	847459061810/	PW FAX #9205	10/25/2015	67.11	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	10/30 TO 12/1/	PW 1025-210002055667	10/30/2015	33.84	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	OCT 2 TO OCT	PW 1025-210002055629	10/30/2015	185.66	.00	
01-320-5410 UTILITIES	JULIE INC	09/30/15	2015 QTRLY ASSESSMENT	09/30/2015	996.25	.00	
01-320-5410 UTILITIES	NICOR GAS	09/23/15-10/26	PW 94-82-27-0000 4	10/26/2015	48.32	.00	
01-320-5410 UTILITIES	NICOR GAS	9-23-15-10-23-	PD SRVC 98-65-54-0000 4	10/26/2015	53.61	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	175	MONTHLY VOIP SERVICE 10/15	11/03/2015	1,073.40	.00	
01-320-5540 PAYROLL SERVICE FEE	PRO DATA PAYROLL SERVICE	352916	PAYROLL PROCESSING	10/28/2015	185.45	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2862202-0	CH OFFICE SUPPLIES	10/23/2015	320.72	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2864941-0	CH OFFICE SUPPLIES	10/27/2015	11.66	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2866505-0	CH OFFICE SUPPLIES	10/28/2015	14.88	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2869142-0	CH OFFICE SUPPLIES	10/30/2015	18.99	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2870949-0	CH OFFICE SUPPLIES	11/02/2015	29.20	.00	
01-320-5700 OFFICE SUPPLIES	ZIP SPECIALTIES INC.	027644	NAME PLATE/BADGE	10/23/2015	145.08	.00	
Total ADMINISTRATION:					14,583.21	435.00	
ENGINEERING							
01-330-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	573.50	.00	
01-330-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	3.24	.00	
01-330-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	GENERAL ENGINEERING SERV	09/28/2015	3,636.82	.00	
01-330-5110 BILLABLE ENGINEERING	GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	BILLABLE ENGINEERING SERVI	09/28/2015	1,524.00	.00	
Total ENGINEERING:					5,737.56	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	CHC WELLNESS	11454.05	WELLNESS SCREENING - ZIMM	10/21/2015	174.00	.00	
01-340-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	3,753.50	.00	
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	27.99	.00	
01-340-5100 PROFESSIONAL SERVIC	S & J SERVICES INC.	1762	ELECTRICAL INSPECTIONS	11/02/2015	1,444.00	.00	
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPE	15-3829	ELEVATOR INSPECTION	10/22/2015	100.00	.00	
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPE	15-3867	ELEVATOR INSPECTIONS	10/23/2015	530.00	.00	
Total BUILDING DEPARTMENT:					6,029.49	.00	
PUBLIC WORKS							
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	49.45	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD	738424	SQUAD CAR MAINTENANCE	10/20/2015	414.88	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD	738617	SQUAD CAR MAINTENANCE	10/21/2015	89.95	.00	
01-350-5020 VEHICLE MAINTENANCE	ATLAS BOBCAT, LLC	BB9470	PARTS FOR BOBCAT SNOWBL	10/29/2015	363.52	.00	
01-350-5020 VEHICLE MAINTENANCE	HOME DEPOT CREDIT SERVIC	10/28/15	VEHICLE MTC SUPPLIES	10/28/2015	229.13	.00	
01-350-5031 SIGNAL MAINTENANCE	COOK COUNTY TREASURER	2015-3	TRAFFIC SIGNAL MAINTENANC	10/21/2015	1,050.75	.00	
01-350-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	2014 GIS UPDATES	09/28/2015	638.00	.00	
01-350-5103 PROF SERVICES - FORE	TRUGREEN PROCESSING CEN	40511870	LAWN SERVICE - CITY HALL	10/17/2015	40.00	.00	
01-350-5104 PROF SERVICES - BUILD	CARDMEMBER SERVICE	9/22/15-10/20/	CEILING TILES AT CITY HALL	10/20/2015	137.41	.00	
01-350-5104 PROF SERVICES - BUILD	FOX VALLEY FIRE & SAFETY	944665	FIRE ALARM INSPECTION	10/21/2015	141.00	.00	
01-350-5104 PROF SERVICES - BUILD	FOX VALLEY FIRE & SAFETY	944666	FIRE ALARM INSPECTION	10/21/2015	150.00	.00	
01-350-5104 PROF SERVICES - BUILD	FOX VALLEY FIRE & SAFETY	946172	FIRE ALARM INSPECTION	10/14/2015	250.00	.00	
01-350-5104 PROF SERVICES - BUILD	FOX VALLEY FIRE & SAFETY	946173	FIRE ALARM INSPECTION	10/14/2015	275.00	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA J	CHC11150245	CLEANING SERVICES	11/01/2015	1,132.00	.00	
01-350-5310 MEMBERSHIPS	ILLINOIS PUBLIC WORKS MUTU	1879	PW MEMBERSHIP DUES	01/25/2015	250.00	.00	
01-350-5650 LANDSCAPE SUPPLIES	OHANA FARMS, INC.	3132/BALANC	TREE PLANTING	10/08/2015	1,622.50	.00	
01-350-5710 OPERATING SUPPLIES	EL-COR INDUSTRIES INC	91313	PW OPERATING SUPPLIES	10/14/2015	39.15	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5710 OPERATING SUPPLIES	EL-COR INDUSTRIES INC	91356	PW OPERATING SUPPLIES	10/14/2015	37.31	.00	
01-350-5710 OPERATING SUPPLIES	GRAINGER INC.	9872808960	PW OPERATING SUPPLIES	10/21/2015	56.16	.00	
01-350-5710 OPERATING SUPPLIES	GRAINGER INC.	9876473589	PW OPERATING SUPPLIES	10/26/2015	39.69	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	10/28/15	PW OPERATING SUPPLIES	10/28/2015	669.35	.00	
01-350-5710 OPERATING SUPPLIES	MICHAEL WAGNER & SONS IN	1352114	PW OPERATING SUPPLIES	09/23/2015	108.29	.00	
01-350-5710 OPERATING SUPPLIES	MIDWEST ENVIRONMENTAL SA	15385	PW GARAGE HEATERS	10/29/2015	438.84	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17239824	PW OPERATING SUPPLIES	10/15/2015	49.42	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17240504	PW OPERATING SUPPLIES	10/20/2015	11.51	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102000126	GASOLINE	10/08/2015	1,561.14	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102000239	GASOLINE	10/16/2015	2,088.30	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102000346	GASOLINE	10/28/2015	1,485.61	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102000347	DIESEL FUEL	10/28/2015	644.61	.00	
Total PUBLIC WORKS:					14,062.97	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	7902 11/1/15-1	HMO HEALTH INSURANCE	10/16/2015	10,691.63	.00	
01-360-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	24,762.00	.00	
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	217.98	.00	
01-360-5100 PROFESSIONAL SERVIC	LEXISNEXIS CO.	1290571-2015	MONTHLY ACTIVITY	09/30/2015	162.74	.00	
01-360-5100 PROFESSIONAL SERVIC	NORTHSHORE OMEGA	207011156-10	PD EXAM - SKEET	10/28/2015	101.00	.00	
01-360-5200 POSTAGE	BROOKS-ALLAN	0040116	PD BUSINESS CARDS	10/27/2015	143.06	.00	
01-360-5240 NORTHWEST CENTRAL	NW CENTRAL DISPATCH SYST	8228	12/2015 DISPATCH ASSESSME	11/01/2015	18,416.95	.00	
01-360-5310 MEMBERSHIPS	CARDMEMBER SERVICE	9/22/15-10/20/	PD MEMBERSHIPS	10/20/2015	315.00	.00	
01-360-5330 TRAINING	CARDMEMBER SERVICE	9/22/15-10/20/	PD TRAINING	10/20/2015	295.00	.00	
01-360-5330 TRAINING	JOE VERTONE	10/21/15	TRAINING EXP REIMBURSEME	10/21/2015	75.00	.00	
01-360-5610 EQUIPMENT MAINTENA	CARDMEMBER SERVICE	9/22/15-10/20/	PD EQUIPMENT MAINTENANCE	10/20/2015	157.05	.00	
01-360-5741 CLOTHING	BROOKS-ALLAN	0040104	PD UNIFORMS	10/23/2015	23.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	38989	PD UNIFORM	10/19/2015	20.00	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	38990	PD UNIFORM	10/19/2015	14.00	.00	
01-360-7022 POLICE EQUIPMENT	CARDMEMBER SERVICE	9/22/15-10/20/	PD EQUIPMENT	10/20/2015	38.14	.00	
Total PUBLIC SAFETY:					55,432.55	.00	
GRANTS							
01-390-5947 GRANT-POLICE TOBACC	PETTY CASH PD	2016 TOBACC	GRANT-POLICE TOBACCO EXP	11/03/2015	300.00	.00	
Total GRANTS:					300.00	.00	
01-550-7053 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	DRAINAGE IMPROVEMENTS	09/28/2015	1,721.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total :					1,721.00	.00	
Total GENERAL FUND:					99,208.33	435.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PALATINE/MILWAUKEE TIF FUND							
12-500-7011 BUILDING IMPROVEMEN	GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	PUBLIC WORKS ADDITION	09/28/2015	198.00	.00	
12-500-7011 BUILDING IMPROVEMEN	XTIVITY SOLUTIONS INC.	598	SECURITY CAMERAS FOR PW	10/14/2015	3,630.00	.00	
Total :					3,828.00	.00	
Total PALATINE/MILWAUKEE TIF FUND:					3,828.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT							
EXPENSES							
13-300-5108 BEAUTIFICATION	GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	TOURISM DISTRICT PROJECTS	09/28/2015	132.00	.00	
13-300-5108 BEAUTIFICATION	INTEGRATED FACILITIES SOLU	11539	MILWAUKEE AVE LANDSCAPIN	10/19/2015	9,392.03	.00	
Total EXPENSES:					9,524.03	.00	
Total TOURISM DISTRICT:					9,524.03	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEVELOPMENT FUND							
EXPENSES							
14-300-5100 PROFESSIONAL SERVIC	JOURNAL & TOPICS NEWSPAP	166971	LEGAL NOTICE - RESOULTION	10/21/2015	312.78	.00	
Total EXPENSES:					312.78	.00	
Total DEVELOPMENT FUND:					312.78	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND							
EXPENSES							
16-300-5330 TRAINING	CARDMEMBER SERVICE	9/22/15-10/20/	PD TRAINING	10/20/2015	425.00	.00	
16-300-5330 TRAINING	JERRY COGLIANESE	25-27OCT15	PD TRAINING REIMBURSEMEN	10/28/2015	101.87	.00	
16-300-5330 TRAINING	JOHN YANKE	10/24-10/26/15	PD TRAINING REIMBURSEMEN	10/30/2015	86.70	.00	
Total EXPENSES:					613.57	.00	
Total DEA SEIZURE FUND:					613.57	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND							
EXPENSES							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	5213	12/2015 WASTE SERVICES	11/01/2015	29,289.00	.00	
Total EXPENSES:					29,289.00	.00	
Total SOLID WASTE DISPOSAL FUND:					29,289.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5							
EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	0028310223	SSA#5 #3963129118	10/15/2015	116.33	.00	
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	0028616382	SSA#5 #2048011018	10/29/2015	30.39	.00	
25-300-5100 PROFESSIONAL SERVIC	CANYON CONTRACTING, INC.	1160/PAY REQ	QUINCY PARK DRAINAGE PRO	10/27/2015	26,443.10	.00	
Total EXPENSES:					26,589.82	.00	
Total SSA #5:					26,589.82	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #8							
EXPENSES							
28-300-5050 SYSTEM MAINTENANCE	EL-COR INDUSTRIES INC	91356	LEVEE 37 SUPPLIES	10/14/2015	142.80	.00	
28-300-5100 PROFESSIONAL SERVIC	CONSTELLATION NEWENERGY	0028310073	SSA#8 #0122149053	10/15/2015	161.56	.00	
Total EXPENSES:					304.36	.00	
Total SSA #8:					304.36	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION FUND							
EXPENSES							
31-300-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	THRU 8/23/15	ROADS - GENERAL PROJECTS	09/28/2015	66.00	.00	
Total EXPENSES:					66.00	.00	
Total ROAD CONSTRUCTION FUND:					66.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	OCT-15	MEDICAL INSURANCE EXPENS	11/05/2015	266.50	.00	
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1188847	LIFE INSURANCE	10/27/2015	11.71	.00	
51-300-5050 SYSTEM MAINTENANCE	HOME DEPOT CREDIT SERVIC	10/28/15	WATER DEPT OPERATING SUP	10/28/2015	29.82	.00	
51-300-5050 SYSTEM MAINTENANCE	WATER PRODUCTS COMPANY	0262118	HYDRANT LOCK	10/26/2015	65.41	.00	
51-300-5100 PROFESSIONAL SERVIC	BAXTER & WOODMAN INC	0182706	SCADA SUPPORT SERVICES	10/22/2015	145.00	.00	
51-300-5200 POSTAGE	FEDEX	5-205-63968	WATER SHIPPING	10/28/2015	51.36	.00	
51-300-5410 UTILITIES	COMCAST	10/28-11/27	INTERNET FOR SCADA SYSTE	10/21/2015	157.90	.00	
51-300-5410 UTILITIES	NICOR GAS	09.23.15-10.26	WTR 70-06-34-0000 9	10/26/2015	28.04	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9754452942	SCADA SYSTEM	10/23/2015	40.01	.00	
51-300-5750 CHEMICALS	HACH COMPANY	9627023	WTR CHEMICALS	10/16/2015	263.19	.00	
51-300-5750 CHEMICALS	HACH COMPANY	9635473	WTR CHEMICALS	10/22/2015	103.05	.00	
Total EXPENSES:					1,161.99	.00	
Total WATER FUND:					1,161.99	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0028310233	METRA #4311103003	10/15/2015	186.96	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0028310298	METRA #2443144010	10/15/2015	149.91	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0028310303	METRA #4311102006	10/15/2015	249.24	.00	
52-300-5410 UTILITIES	NICOR GAS	9/23/15-10/26/	METRA 20-24-74-0000 3	10/26/2015	24.97	.00	
Total EXPENSES:					611.08	.00	
Total PARKING FUND:					611.08	.00	
Grand Totals:					171,508.96	435.00	

City of Prospect Heights

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

October 27, 2015

Mr. Joe Wade, City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Re: Quincy Park Condominium Association -West Property Line Drainage – SSA#5
Pay Request #3 & Final

Dear Mr. Wade:

We have received the attached pay request from Canyon Contracting Inc. for work completed through October 15th for the above referenced project.

Ament Design (engineer retained by Quincy Park for this project) has measured the quantities and they agree with the quantities submitted in this pay request. The unit prices, extended unit prices and totals have been checked for accuracy. All work has been completed in general conformance with the contract drawings and specifications. All work has been completed. Both Quincy Park and the City have accepted the improvements.

The City Council approved the requested contract overage, $18,516, at the October 26th meeting. Funds for all of this work will be from SSA#5.

Enclosed is Canyon's final waiver of lien to date for this pay request. Canyon Contracting has previously submitted final waivers from their subcontractors. Certified payrolls have previously been submitted to the City by Canyon.

Based on the above information, I recommend final payment to Canyon Contracting Inc. in the amount requested of $26,443.10.

Sincerely,

Steven D. Berecz

Steven D. Berecz, P.E.
City Engineer

10/28/15

25-300-5100
11-4
J. Wade

Canyon Contracting Inc.

P.O. Box 268.
Spring Grove, IL 60081

Phone: (847) 477-2071
joe@canyoncontractinginc.net

Monday, August 03, 2015

Invoice #1160

The City of Prospect Heights
8 N. Elmhurst Rd.
Prospect Heights, IL 60070
Attn; Steve Berecz, P.E.

Re: City of Prospect Heights- Quincy Park Drainage/ SSA #5- Pay Request #3- **Invoice- FINAL**

Dear Mr. Berecz,
The following is our standard pay request for services performed through 10/15/15 at the above mentioned project. Included in the package is our standard unit price worksheet, waiver of lien to date, sworn statement to date along with (2) copies of each.

The total our firm seeks for this request is **$26,443.10.**

We greatly appreciate the opportunity to work with you and your firm and we look forward to working with you again in the near future.

Thanks Again,

Joseph E. Day
President

APPLICATION FOR PROGRESS PAYMENT

Call Construction Corp.
P.O. Box 268
Spring Grove, IL

Working For:
City of Prospect Heights

City of Prospect Heights
Quincy Park Drainage SSA #5
EST NO. 3

Project No. 15-005
Period Ending: 7/12/2015

Item No.	DESCRIPTION	Unit	Unit Price	Proposal Quantity	PREVIOUS ESTIMATE Quantity	PREVIOUS ESTIMATE Amount	THIS ESTIMATE Quantity	THIS ESTIMATE Amount	TOTAL TO DATE Quantity	TOTAL TO DATE Amount	Est. % Complete	Original Contract Amount
			Cont bid pr									
1	PCC Sidewalk Remove & Replace	SF	$ 14.00	1380	1380.00	$ 19,320.00	424.00	$ 5,936.00	1804.00	$ 25,256.00	130.72%	$ 19,320.00
2	Catch Basin Type C, 2' Dia. Type 8 Grate	EA	$ 1,500.00	4	2.00	$ 3,000.00	0.00	$ -	2.00	$ 3,000.00	50.00%	$ 6,000.00
3	Trecnh Drain	LF	$ 128.00	384	384.00	$ 49,152.00	0.00	$ -	384.00	$ 49,152.00	100.00%	$ 49,152.00
4	Storm Sewer 4" SDR 26	LF	$ 40.00	54	54.00	$ 2,160.00	0.00	$ -	54.00	$ 2,160.00	100.00%	$ 2,160.00
5	Storm Sewers 6"SDR 26	LF	$ 40.00	286	286.00	$ 11,440.00	0.00	$ -	286.00	$ 11,440.00	100.00%	$ 11,440.00
6	Lawn Restoration	SY	$ 41.00	270	270.00	$ 11,070.00	380.00	$ 15,580.00	650.00	$ 26,650.00	240.74%	$ 11,070.00
7	Erosion Control- Silt Fence	LF	$ 2.00	1200	1200.00	$ 2,400.00	0.00	$ -	1200.00	$ 2,400.00	100.00%	$ 2,400.00
	Total					$ 98,542.00		$ 21,516.00		$ 120,058.00		$ 101,542.00

AMOUNT OF ORIGINAL CONTRACT	$ 101,542.00	WORK COMPLETED TO DATE	$ 120,058.00
EXTRAS TO CONTRACT	$18,516.00	LESS _0%___% RETAINED *	$0.00
TOTAL CONTRACT AND EXTRAS	$120,058.00	MATERIAL STORED	$0.00
CREDITS TO CONTRACT	$0.00	NET AMOUNT EARNED	$120,058.00
ADJUSTED TOTAL CONTRACT	$120,058.00	NET PREVIOUSLY PAID	$93,614.90
		NET AMOUNT OF THIS PAYMENT	$26,443.10
		BALANCE TO BECOME DUE (INC. RETENTION)	$0.00
		*(10% of 50% of Contract)	
		Less 10% Retained	

— ok
10/21/15
S23

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been retained by The City of Prospect Heights to furnish: Drainage Improvements for the project known as Quincy Park SSA #5 of which The City of Prospect Heights is the owner.

THE undersigned, for and in consideration of Twenty Six Thousand Four Hundred Forty Three and----------------10/100 ($ 26,443.10) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waiver and release any and all lien or claim of, or right to, lien, under the statures of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds, or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

DATE 10/19/15

COMPANY NAME Canyon Contracting Inc.
ADDRESS P.O. Box 268
Spring Grove, IL 60081

SIGNATURE AND TITLE Joseph E. Day/ President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)
TO WHOM IT MAY CONCERN:

THE undersigned, being suly sworn, deposes and says that he/she is President of Canyon Contracting Inc. who is the contractor of the The City of Prospect Heights work on the building located at Quincy Park Drainage- SSA #5 and owned by: The City of Prospect Heights

That the total amount of the contract including extras $ 120,058.00 Dollars on which he/she has received payment of $ 93,614.90 Dollars prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Canyon Contracting Inc.	Labor & Equipment	$78,318.00	$51,874.90	$26,443.10	$0.00
Weidner Concrete	Concrete	$30,240.00	$30,240.00	$0.00	$0.00
Mid America Water	Pipe & Fittings	$11,500.00	$11,500.00	$0.00	$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		$120,058.00	$93,614.90	$26,443.10	$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10/19/15 SIGNATURE Joseph E. Day

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF October, 2015

NOTARY PUBLIC

KATHERINE KIERSZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 22, 2019

Integrated Facilities Solutions, Inc
7900 Long
Morton Grove, IL 60053

Invoice

Date:	10-19-2015
Invoice #:	11539
Terms:	Net 30

Bill To

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

Project

CPH001 - Prospect Heights Milwaukee Ave street scape

DESCRIPTION OF WORK	Contract Value	Total Earned	Previously Billed	Amount Due
Program Management	$34,560.00	$25,200.00	$15,840.00	$9,360.00
Reimbursable Expenses	$0.00	$32.03	$0.00	$32.03
Contingent Services	$0.00	$0.00	$0.00	$0.00
Total	$34,560.00	$25,232.03	$15,840.00	$9,392.03

Total Due: $9,392.03

11-3-15

13-300-5108
11-4-15
J. Wade

Tourism District Landscaping
10/29/15
approved
SDB

10-29-15
approved
Joe Wade

Printed on 10/19/2015 11:34:29 AM

FedEx

Invoice Number	Invoice Date	Account Number	Page
5-146-42848	Sep 02, 2015	4517-2312-0	1 of 3

FedEx Tax ID: 71-0427007

Billing Address:
INTEGRATED FACILITIES SOLUTION
5270 LINCOLN AVE
SKOKIE IL 60077

Shipping Address:
INTEGRATED FACILITIES SOLUTION
5270 LINCOLN AVE
SKOKIE IL 60077

Invoice Questions?
Contact FedEx Revenue Services
Phone: (800) 622-1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Fax: (800) 548-3020
Internet: www.fedex.com

Invoice Summary Sep 02, 2015

FedEx Express Services

Transportation Charges		33.65
Bonus Discounts		-5.38
Special Handling Charges		0.85
Total Charges	USD	$29.12
TOTAL THIS INVOICE	**USD**	**$29.12**

You saved $5.38 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL: https://www.fedex.com/EarnedDiscounts/.
Other discounts may apply.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx.
Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-146-42848	4517-2312-0	USD $29.12

Remittance Advice

Your payment is due by Sep 17, 2015

4517231251464284865000002912 42

INTEGRATED FACILITIES SOLUTION
5270 LINCOLN AVE
SKOKIE IL 60077

FedEx
P.O. Box 94515
PALATINE IL 60094-4515

Invoice Number	Invoice Date	Account Number	Page
5-146-42848	Sep 02, 2015	4517-2312-0	3 of 3

FedEx Express Shipment Detail By Payor Type (Original)

[redacted] Cust. Ref.: [illegible] Ref.#2:
Ref.#3

Fuel Surcharge - FedEx has applied a fuel surcharge of 3.80% to this shipment.
Distance Based Pricing, Zone 2

Automation	INET	**Sender**	**Recipient**
Tracking ID	774374040406	T. VanderMolen	Thomas Gellenbach
Service Type	FedEx Standard Overnight	Integrated Facilities Solution	IDOT - Div of Hwy Rgn-1 Dist-1
Package Type	FedEx Tube	5270 Lincoln Avenue	201 West Center Court
Zone	02	SKOKIE IL 60077 US	SCHAUMBURG IL 60196 US
Packages	1		
Rated Weight	10.0 lbs, 4.5 kgs		
Delivered	Aug 27, 2015 08:22	Transportation Charge	33.65
Svc Area	A1	Fuel Surcharge	0.85
Signed by	G.MALDANDO	Automation Bonus Discount	-5.38
FedEx Use	000000000/0001283/_	Total Charge USD	$29.12

Shipper Subtotal	**USD**	**$29.12**
Total FedEx Express	**USD**	**$29.12**