



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, SEPTEMBER 11, 2017 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 Police Chief Steffen
- 4. APPROVAL OF MINUTES**
 - A. August 28, 2017 Regular Council Meeting Minutes**
- 5. PRESENTATION**
- 6. APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**
- 7. CITIZEN CONCERNS AND COMMENTS (agenda matters)**
- 8. STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS**
- 9. 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

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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.

10. OLD BUSINESS

A. O-17-19 Staff Memo and Ordinance Establishing Prevailing Wage Rate for the City of Prospect Heights as Designated by State of Illinois (***2nd Reading***)

11. NEW BUSINESS

A. O-17-21 Staff Memo and Ordinance for a Special Use Permit for a Sit Down Restaurant at 5 South Wolf Road, Ruben's Bar and Grill (***1st Reading***)

B. Parking Lease Agreement with Commonwealth Edison Company for Commuter Parking at the Prospect Heights Metra Station, 55 S. Wolf Road

C. O-17-22 Staff Memo and Ordinance for Driveway Variance at 697 Glendale Drive (***1st Reading***)

12. DISCUSSION/SELECTION OF TOPICS FOR UPCOMING WORKSHOP MEETING, ITEMS LISTED PREVIOUSLY:

A. Discussion of Commercial Truck Parking Regulations

B. Review of City Liquor Code

C. Discussion of Intergovernmental Agreement for Chicago Executive Airport

D. Discussion of Plaza Drive

13. APPROVAL OF WARRANTS

A. Approval of Expenditures

| | |
|------------------------------|--------------|
| General Fund | \$138,804.96 |
| Motor Fuel Tax Fund | \$178.74 |
| Palatine/Milwaukee TIF | \$0.00 |
| Tourism District | \$122,797.71 |
| Development Fund | \$0.00 |
| Drug Enforcement Agency Fund | \$0.00 |
| Solid Waste Fund | \$25,985.62 |
| Special Service Area #1 | \$0.00 |

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| | |
|---|---------------------|
| Special Service Area #2 | \$0.00 |
| Special Service Area #3 | \$0.00 |
| Special Service Area #4 | \$0.00 |
| Special Service Area #5 | \$0.00 |
| Special Service Area #8 – Levee Wall #37 | \$0.00 |
| Special Service Area-Constr #6 (Water Main) | \$0.00 |
| Special Service Area- Debt #6 | \$0.00 |
| Road Construction | \$0.00 |
| Road Construction Debt | \$0.00 |
| Water Fund | \$2,854.20 |
| Parking Fund | \$41.93 |
| Sanitary Sewer Fund | \$0.00 |
| Road/Building Bond Escrow | \$2,421.00 |
| Police Pension | \$0.00 |
| TOTAL | \$293,084.16 |

Wire Payments

| | |
|--|---------------------|
| 9/1/2017 PAYROLL POSTING | \$137,116.01 |
| August Illinois Municipal Retirement Fund | \$17,159.10 |
| Police Pension Payments | \$75,085.58 |
| TOTAL WARRANT | \$522,444.85 |

- 14. RESIDENT COMMENTS (Non-agenda matters)**
- 15. EXECUTIVE SESSION**
- 16. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

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17. ADJOURNMENT

Posted by Deputy Clerk Schultheis by 5PM on September 7, 2017

**This meeting will be recorded and televised on the following Prospect Heights cable channels:
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Meeting Date: September 11, 2017

Item: An Ordinance Establishing the Prevailing Wage Rate for the City of Prospect Heights, Cook County, Illinois

Motion: I move to approve the ordinance establishing the prevailing wage rate for the City of Prospect Heights, Cook County, Illinois

Staff Contact: Joe Wade, Village Administrator, 847-398-6070, ext. 202

Purpose: State of Illinois Prevailing Wage Act provides, "It is a policy of the State of Illinois that a wage of no less than the general prevailing hourly rate is paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The law also provides that municipalities shall determine the prevailing wage, which shall be attached to all contract specifications. A certified copy of the City's prevailing wage ordinance shall also be filed with the Secretary of State and Illinois Department of labor.

Background: Consideration and adoption of ordinances establishing the prevailing wage is an annual action of Illinois municipalities. Cities and Villages utilize the prevailing wage rates for their respective labor markets as determined by the Illinois Department of Labor.

Analysis: Prevailing Wage Act requires Cities and Villages to set the prevailing wages each year and to follow designated filing and reporting procedures, such as filing with Illinois Secretary of State and Illinois Department of Labor. Additionally, prevailing wage rates are to be included in applicable bid specifications and contracts for public works. "Public Works" as defined by the Prevailing Wage Act means all "fixed works as constructed by any public body, whether or not it is done under public supervision. "Construction" means all work on public works, regardless of scope and size, and whether or not the project was bid. "Public Works" also includes "maintenance, repair, assembly, or disassembly work performed on equipment." Contractors performing work for municipalities must follow other regulations and compliance measures of the Prevailing Wage Act.

Fiscal Impact: The City considers and complies with the Prevailing Wage Act in utilizing the required wage information in such matters as cost estimates, budget and bid development. Vendor contracts also reflect the Prevailing Wage Act.

Staff Recommendation: Adoption of the Prevailing Wage Ordinance in Compliance with State of Illinois Prevailing Wage Act.

ORDINANCE NO. 0-17-19
AN ORDINANCE ESTABLISHING THE PREVAILING WAGE
RATE FOR THE CITY OF PROSPECT HEIGHTS,
COOK COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted "An Act Regulating Wages of Laborers, Mechanics and Other Workers Employed In Any Public Works By the State, County, City Or Any Public Body Or Any Political Subdivision Or by Any One Under Contract For Public Works," approved June 26, 1941, as amended (820 ILCS 1301/1, et seq.); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Prospect Heights investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City of Prospect Heights employed in performing construction of public works, for said City of Prospect Heights.

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

Section 1. To the extent required by the Prevailing Wage Act ("Act"), 820 ILCS 130/0.01, et seq, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Prospect Heights is hereby determined to be the same as the prevailing rate of wages for construction work in Cook County as determined by the Department of Labor of the State of Illinois as of September, 2017, a copy of that determination is attached hereto and incorporated herein by reference as Exhibit A. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's July, 2015 determination and apply to any and all public works construction undertaken by the City of Prospect Heights. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

Section 2. Nothing herein contained shall be construed to apply the general prevailing rate of wages to any work or employment which is not covered by the Act.

Section 3. The City Clerk shall publicly post or keep available for inspection by any interested party in the City Hall of the City of Prospect Heights this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4. The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any

determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5. The City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 6. The City Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this 11th day of September, 2017.

AYES:

NAYS:

ABSENT:

PASSED this 11th day of September, 2017

APPROVED this 11th day of September, 2017

Nicholas J. Helmer, Mayor

ATTEST:

Wendy Morgan-Adams, City Clerk

Published in pamphlet form September 11, 2017

EXHIBIT A

**ILLINOIS DEPARTMENT OF LABOR
DETERMINATION OF PREVAILING WAGES AND BENEFITS
APPLICABLE TO PUBLIC WORKS PROJECTS IN COOK COUNTY, ILLINOIS**

SEPTEMBER, 2017

| Prevailing Wage rates for Cook County Effective Sept. 1, 2017 | | | | | | | | | | | | |
|---|--------|------|-------|--------------|----------------------|-----------|-----|-----|---------|---------|----------|----------|
| Trade Title | Region | Type | Class | Base Wage | Fore- man Wage | M-F OT | OSA | OSH | H/W | Pension | Vacation | Training |
| ASBESTOS ABT-GEN | All | ALL | | \$41.20 | \$42.20 | 1.5 | 1.5 | 2 | \$14.65 | \$12.32 | \$0.00 | \$0.50 |
| ASBESTOS ABT-MEC | All | BLD | | \$37.46 | \$39.96 | 1.5 | 1.5 | 2 | \$11.62 | \$11.06 | \$0.00 | \$0.72 |
| BOILERMAKER | All | BLD | | \$48.49 | \$52.86 | 2 | 2 | 2 | \$6.97 | \$19.61 | \$0.00 | \$0.90 |
| BRICK MASON | All | BLD | | \$45.38 | \$49.92 | 1.5 | 1.5 | 2 | \$10.45 | \$16.68 | \$0.00 | \$0.90 |
| CARPENTER | All | ALL | | \$46.35 | \$48.35 | 1.5 | 1.5 | 2 | \$11.79 | \$18.87 | \$0.00 | \$0.63 |
| CEMENT MASON | All | ALL | | \$44.25 | \$46.25 | 2 | 1.5 | 2 | \$14.00 | \$17.16 | \$0.00 | \$0.92 |
| CERAMIC TILE FNSHER | All | BLD | | \$37.81 | | 1.5 | 1.5 | 2 | \$10.55 | \$10.12 | \$0.00 | \$0.65 |
| COMM. ELECT. | All | BLD | | \$43.10 | \$45.90 | 1.5 | 1.5 | 2 | \$8.88 | \$13.22 | \$1.00 | \$0.85 |
| ELECTRIC PWR EQMT OP | All | ALL | | \$50.50 | \$55.50 | 1.5 | 1.5 | 2 | \$11.69 | \$16.69 | \$0.00 | \$3.12 |
| ELECTRIC PWR GRNDMAN | All | ALL | | \$39.39 | \$55.50 | 1.5 | 1.5 | 2 | \$9.12 | \$13.02 | \$0.00 | \$2.43 |
| ELECTRIC PWR LINEMAN | All | ALL | | \$50.50 | \$55.50 | 1.5 | 1.5 | 2 | \$11.69 | \$16.69 | \$0.00 | \$3.12 |
| ELECTRICIAN | All | All | | \$46.10 | \$49.10 | 1.5 | 1.5 | 2 | \$14.33 | \$15.52 | \$0.70 | \$1.00 |
| ELEVATOR CONSTRUCTOR | All | BLD | | \$51.94 | \$58.43 | 2 | 2 | 2 | \$14.43 | \$14.96 | \$4.16 | \$0.90 |
| FENCE ERECTOR | All | ALL | | \$39.58 | \$41.58 | 1.5 | 1.5 | 2 | \$13.40 | \$13.90 | \$0.00 | \$0.40 |
| GLAZIER | All | BLD | | \$42.45 | \$43.95 | 1.5 | 1.5 | 2 | \$14.04 | \$20.14 | \$0.00 | \$0.94 |
| HT/FROST INSULATOR | All | BLD | | \$50.50 | \$53.00 | 1.5 | 1.5 | 2 | \$12.12 | \$12.96 | \$0.00 | \$0.72 |
| IRON WORKER | All | ALL | | \$47.33 | \$49.33 | 2 | 2 | 2 | \$14.15 | \$22.39 | \$0.00 | \$0.35 |
| LABORER | All | ALL | | \$41.20 | \$41.95 | 1.5 | 1.5 | 2 | \$14.65 | \$12.32 | \$0.00 | \$0.50 |
| LATHER | All | ALL | | \$46.35 | \$48.35 | 1.5 | 1.5 | 2 | \$11.79 | \$18.87 | \$0.00 | \$0.63 |
| MACHINIST | All | BLD | | \$46.35 | \$48.85 | 1.5 | 1.5 | 2 | \$7.05 | \$8.95 | \$1.85 | \$1.32 |
| MARBLE FINISHERS | All | ALL | | \$33.95 | \$33.95 | 1.5 | 1.5 | 2 | \$10.45 | \$15.52 | \$0.00 | \$0.47 |
| MARBLE MASON | All | BLD | | \$44.63 | \$49.09 | 1.5 | 1.5 | 2 | \$10.45 | \$16.28 | \$0.00 | \$0.59 |
| MATERIAL TESTER I | All | ALL | | \$31.20 | \$31.20 | 1.5 | 1.5 | 2 | \$14.65 | \$12.32 | \$0.00 | \$0.50 |
| MATERIALS TESTER II | All | ALL | | \$36.20 | \$36.20 | 1.5 | 1.5 | 2 | \$14.65 | \$12.32 | \$0.00 | \$0.50 |
| MILLWRIGHT | All | ALL | | \$46.35 | \$48.35 | 1.5 | 1.5 | 2 | \$11.79 | \$18.87 | \$0.00 | \$0.63 |

| | | | | | | | | | | | | |
|----------------------|-----|-----|---|---------|---------|-----|-----|-----|---------|---------|--------|--------|
| OPERATING ENGINEER | All | BLD | 1 | \$50.10 | \$54.10 | 2 | 2 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | BLD | 2 | \$48.80 | \$54.10 | 2 | 2 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | BLD | 3 | \$46.25 | \$54.10 | 2 | 2 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | BLD | 4 | \$44.50 | \$54.10 | 2 | 2 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | BLD | 5 | \$53.85 | \$54.10 | 2 | 2 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | BLD | 6 | \$51.10 | \$54.10 | 2 | 2 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | BLD | 7 | \$53.10 | \$54.10 | 2 | 2 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | FLT | 1 | \$55.90 | \$55.90 | 1.5 | 1.5 | 2 | \$18.05 | \$13.60 | \$1.90 | \$1.30 |
| OPERATING ENGINEER | All | FLT | 2 | \$54.40 | \$55.90 | 1.5 | 1.5 | 2 | \$18.05 | \$13.60 | \$1.90 | \$1.30 |
| OPERATING ENGINEER | All | FLT | 3 | \$48.40 | \$55.90 | 1.5 | 1.5 | 2 | \$18.05 | \$13.60 | \$1.90 | \$1.30 |
| OPERATING ENGINEER | All | FLT | 4 | \$40.25 | \$55.90 | 1.5 | 1.5 | 2 | \$18.05 | \$13.60 | \$1.90 | \$1.30 |
| OPERATING ENGINEER | All | FLT | 5 | \$57.40 | \$55.90 | 1.5 | 1.5 | 2 | \$18.05 | \$13.60 | \$1.90 | \$1.30 |
| OPERATING ENGINEER | All | FLT | 6 | \$38.00 | \$55.90 | 1.5 | 1.5 | 2 | \$18.05 | \$13.60 | \$1.90 | \$1.30 |
| OPERATING ENGINEER | All | HWY | 1 | \$48.30 | \$52.30 | 1.5 | 1.5 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | HWY | 2 | \$47.75 | \$52.30 | 1.5 | 1.5 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | HWY | 3 | \$45.70 | \$52.30 | 1.5 | 1.5 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | HWY | 4 | \$44.30 | \$52.30 | 1.5 | 1.5 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | HWY | 5 | \$43.10 | \$52.30 | 1.5 | 1.5 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | HWY | 6 | \$51.30 | \$52.30 | 1.5 | 1.5 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| OPERATING ENGINEER | All | HWY | 7 | \$49.30 | \$52.30 | 1.5 | 1.5 | 2 | \$18.80 | \$14.35 | \$2.00 | \$1.30 |
| ORNAMNTL IRON WORKER | All | ALL | | \$46.75 | \$49.25 | 2 | 2 | 2 | \$13.90 | \$19.79 | \$0.00 | \$0.75 |
| PAINTER | All | ALL | | \$45.55 | \$51.24 | 1.5 | 1.5 | 1.5 | \$11.56 | \$11.44 | \$0.00 | \$1.87 |
| PAINTER SIGNS | All | BLD | | \$37.45 | \$42.05 | 1.5 | 1.5 | 2 | \$2.60 | \$3.18 | \$0.00 | \$0.00 |
| PILED RIVER | All | ALL | | \$46.35 | \$48.35 | 1.5 | 1.5 | 2 | \$11.79 | \$18.87 | \$0.00 | \$0.63 |
| PIPE FITTER | All | BLD | | \$47.50 | \$50.50 | 1.5 | 1.5 | 2 | \$9.55 | \$17.85 | \$0.00 | \$2.07 |
| PLASTERER | All | BLD | | \$42.75 | \$45.31 | 1.5 | 1.5 | 2 | \$14.00 | \$15.71 | \$0.00 | \$0.89 |
| PLUMBER | All | BLD | | \$49.25 | \$52.20 | 1.5 | 1.5 | 2 | \$14.34 | \$13.35 | \$0.00 | \$1.28 |
| ROOFER | All | BLD | | \$42.30 | \$45.30 | 1.5 | 1.5 | 2 | \$9.08 | \$12.14 | \$0.00 | \$0.58 |
| SHEETMETAL WORKER | All | BLD | | \$43.50 | \$46.98 | 1.5 | 1.5 | 2 | \$11.03 | \$23.43 | \$0.00 | \$0.78 |
| SIGN HANGER | All | BLD | | \$31.31 | \$33.81 | 1.5 | 1.5 | 2 | \$4.85 | \$3.28 | \$0.00 | \$0.00 |
| SPRINKLER FITTER | All | BLD | | \$47.20 | \$49.20 | 1.5 | 1.5 | 2 | \$12.25 | \$11.55 | \$0.00 | \$0.55 |

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|---------------------|-----|-----|---|---------|---------|-----|-----|---|---------|---------|--------|--------|
| STEEL ERECTOR | All | All | | \$42.07 | \$44.07 | 2 | 2 | 2 | \$13.45 | \$19.59 | \$0.00 | \$0.35 |
| STONE MASON | All | BLD | | \$45.38 | \$49.92 | 1.5 | 1.5 | 2 | \$10.45 | \$16.68 | \$0.00 | \$0.90 |
| TERRAZZO FINISHER | All | BLD | | \$40.54 | \$40.54 | 1.5 | 1.5 | 2 | \$10.65 | \$12.76 | \$0.00 | \$0.73 |
| TERRAZZO MASON | All | BLD | | \$44.38 | \$47.88 | 1.5 | 1.5 | 2 | \$10.65 | \$14.15 | \$0.00 | \$0.82 |
| TILE MASON | All | BLD | | \$38.56 | \$38.56 | 1.5 | 1.5 | 2 | \$10.65 | \$11.18 | \$0.00 | \$0.68 |
| TRAFFIC SAFETY WRKR | All | HWY | | \$33.50 | \$39.50 | 1.5 | 1.5 | 2 | \$6.00 | \$7.25 | \$0.00 | \$0.50 |
| TRUCK DRIVER | E | All | 1 | \$35.60 | \$36.25 | 1.5 | 1.5 | 2 | \$8.56 | \$11.50 | \$0.00 | \$0.15 |
| TRUCK DRIVER | E | All | 2 | \$35.85 | \$36.25 | 1.5 | 1.5 | 2 | \$8.56 | \$11.50 | \$0.00 | \$0.15 |
| TRUCK DRIVER | E | All | 3 | \$36.05 | \$36.25 | 1.5 | 1.5 | 2 | \$8.56 | \$11.50 | \$0.00 | \$0.15 |
| TRUCK DRIVER | E | All | 4 | \$36.25 | \$36.25 | 1.5 | 1.5 | 2 | \$8.56 | \$11.50 | \$0.00 | \$0.15 |
| TRUCK DRIVER | W | All | 1 | \$35.98 | \$36.53 | 1.5 | 1.5 | 2 | \$8.25 | \$10.14 | \$0.00 | \$0.15 |
| TRUCK DRIVER | W | All | 2 | \$36.13 | \$36.53 | 1.5 | 1.5 | 2 | \$8.25 | \$10.14 | \$0.00 | \$0.15 |
| TRUCK DRIVER | W | All | 3 | \$36.33 | \$36.53 | 1.5 | 1.5 | 2 | \$8.25 | \$10.14 | \$0.00 | \$0.15 |
| TRUCK DRIVER | W | All | 4 | \$36.53 | \$36.53 | 1.5 | 1.5 | 2 | \$8.25 | \$10.14 | \$0.00 | \$0.15 |
| TUCKPOINTER | All | BLD | | \$45.42 | \$46.42 | 1.5 | 1.5 | 2 | \$8.32 | \$15.42 | \$0.00 | \$0.80 |

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. **ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonry, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alabaster stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes - Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



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

11A

MEMORANDUM

Date: August 9, 2017

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: ZBA Case No. 17-05 Special Use Permit for a Sit Down Restaurant
5 S. Wolf Road, Prospect Heights, IL 60070 – Ruben's Bar & Grill

ISSUE: Consideration of a Special Use Permit for a Sit Down Restaurant in the City's B-1 Retail Business District at 5 S. Wolf Rd, Prospect Heights, IL 60070

PZBA Consideration & Action:

The PZBA held a public hearing on April 27, 2017 to hear ZBA Case #17-05, an application for a Special Use Permit to allow a sit down restaurant in the B-1 Retail Business Zoning District. Ruben's Bar & Grill. Ruben Aviles (applicant), requested a continuance to provide additional information to complete the application submittal. The hearing was continued for May, June and was finally held on July 27, 2107. Testimony was provided that the restaurant would occupy an approximately 955 sq. ft. vacant store front in the Ascot Center.

Testimony was provided by Mr. Aviles indicating his commitment to bring the unit into compliance. He described his menu, hours of operation and business experience. When asked directly how many people the restaurant could handle, Mr. Aviles stated 30. He also testified that he has applied for a liquor license and would also seek video gaming. The hours of operation presented would be 9:00 am – 12:00 am Monday – Thursday, 9:00 am – 1:00 am Friday – Saturday and 9:00 am – 12:00 am Sunday.

The PZBA advised that they were reviewing his application for the Special Use permit only for a sit down restaurant and any Beer/Wine liquor license would be considered by separate application to City Council. Any request for video gaming will be processed through the Illinois Gaming Board.

After all testimony the Commissioners voted 5-0 to recommend approval of the Special Use Permit for Ruben's Bar & Grill, a sit down restaurant in the City's B-1 Retail Business District.

PZBA RECOMMENDATION: Approve an Ordinance #O-17-21 granting a Special Use Permit for a Sit Down Restaurant for 5 S. Wolf Rd. Prospect Heights, IL 60070.

Staff Analysis:

Items for City Council Consideration:

The location was previously approved as a sit down restaurant. Previous owners did have a liquor license. They also had video gaming. That use was abandoned requiring Mr. Aviles to apply for the special use permit.

The unit currently has the following equipment, a commercial kitchen with a kitchen hood, stove, three-compartment sink and food storage equipment. Mr. Aviles is going to install a deep fryer. A bar area is located in the unit and is equipped with a three-compartment sink, hand sink and refrigerator.

The applicant is proposing to install a second fully ADA compliant bathroom as required by the Illinois Plumbing Code for a food service establishment. He is also proposing to eliminate the existing staff toilet and convert the space to a storage closet.

Parking is compliant for the use.

The current layout and configuration of the floor plan would limit the maximum occupant load to 33 people based upon the occupancy table 1004.1.2 in the 2012 IBC. The restaurant meets the requirements for a Class C-3 liquor license for beer and wine per Section 2-3-8 D of the City's liquor code. Be advised that if the applicant were to install video gaming in the future then the occupant load would be reduced by the area needed to accommodate the gaming machines and payout/ATM machine. Maximum number of video gaming machines would be 3 plus 1 payout machine could be installed and allow for a seating area for 30 customers.

Staff concurs that the facility has the equipment and amenities to function as a sit down restaurant.

ORDINANCE NO. O-17-21

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A SIT DOWN
RESTAURANT AT 5 S. WOLF ROAD, PROSPECT HEIGHTS, IL**

WHEREAS, the Zoning Ordinance requires a Special Use Permit to permit a sit down restaurant in the B-1 Retail Business Zoning District; and

WHEREAS, The Ruben Aviles, (Petitioner), has filed an application for a sit down restaurant at 5 S. Wolf Road, Prospect Heights, Illinois (the "Property"); and

WHEREAS, the Plan Zoning Board of Appeals (PZBA) held a public hearing on March 23, 2017 and continued until July 27, 2017, regarding said application; and

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

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

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

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

SECTION TWO. That a Special Use Permit is hereby granted for a sit down restaurant on the Property and shall run with the use and not with the land.

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

PASSED and APPROVED this _____ day of _____, 2017.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: _____, 2017

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator *Joe Wade*

Subject: Renewal of Lease Agreement with Commonwealth Edison for Commuter Parking Lot

Date: August 23, 2017

Background

This matter was originally reviewed by Council at the March 13 meeting. As the lease has expired, renewal is necessary to continue use of the property for commuter parking. This earlier lease proposal was tabled by Mayor and Council, with the direction to seek more favorable terms, as the commuter parking lot operates at a loss. Subsequent to the Council tabling consideration of this lease agreement, Mayor Helmer and staff met with Commonwealth Edison Real Estate Department representatives to discuss the possibility of more favorable economic terms.

Information

Commonwealth Edison is requiring a seven-year lease (2016-2020), with an increase above the final year of the prior lease term (17,310). As the lease has been under negotiation, payment includes prior years of 11/1/2015-10/31 2016 and the present year.

The Company's proposed lease amounts for this term are as follows:

| | |
|---------|----------|
| 2015/16 | \$19,063 |
| 2016/17 | \$20,000 |
| 2017/18 | \$20,000 |
| 2018/19 | \$20,000 |
| 2019/20 | \$20,000 |
| 2020/21 | \$20,000 |
| 2021/22 | \$20,000 |

These terms were offered upon negotiation with Mayor Helmer and are more favorable to the City than those offered by the Company and considered at the March meeting. Those terms were:

| | |
|---------|----------|
| 2016/17 | \$19,063 |
| 2017/18 | \$20,063 |
| 2018/19 | \$21,063 |
| 2019/20 | \$22,063 |
| 2020/21 | \$23,063 |

Analysis

Commonwealth Edison pays approximately \$1,298 annually in property taxes for this location and the Company views this lease and property as an asset that must be maximized for the Company's ownership. Consequently, the Company compares this property's rate of return to leases they provide to shopping centers and other properties. As there is no other land available for commuter parking at the Metra Station, the City of Prospect Heights is not able to avail itself of market interests.

Metra also offered to assist the City in negotiations for this lease, as the Agency has an interest in the long-term viability of this commuter parking and transportation facility. Metra also holds leases with Commonwealth Edison at other locations. However, Commonwealth Edison's Real Estate Department refused to meet with City and Metra representatives together.

Recommendation

To continue operation of the commuter rail facility and this commuter parking lot, Council approval of this agreement is recommended.

TENANT CODE: 108278
DESPLAINES-WAUKEGAN R/W
PARCELS: T32-310, 311, 312, 313 & 314
NE 1/4, SEC. 26 TWP 42, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY, ILLINOIS
C.E.CO. TAX PARCELS 4013, 4035, 4038, 4033 & 4034
C.E.CO. REGION: NORTHEAST
TAX ID: 03-26-205-008-0000 (180,650 s.f.)

PARKING LEASE

THIS PARKING LEASE (the "Lease") is made as of _____, 2017 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Landlord") and CITY OF PROSPECT HEIGHTS, a municipal corporation ("Tenant") whose address is 8 N. Elmhurst Road, Prospect Heights, IL 60070.

RECITALS

Landlord and Tenant are parties to a certain Parking Lease dated November 1, 1995, which lease was supplemented by supplements dated July 17, 2000, October 16, 2001, January 21, 2003, July 25, 2011, September 14, 2012 (as so supplemented, the "Original Lease") which covers the Leased Premises (as defined below). The term of the Original Lease expired on October 31, 2015. To the extent that there is a gap in time between the expiration of the Original Lease and the Commencement Date hereof, Tenant shall continue to occupy the Leased Premises as a holdover tenant from November 1, 2015 until the Commencement Date hereof. The parties desire to enter into a new Parking Lease covering such Leased Premises on the terms and conditions contained in this Lease.

Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to Tenant (without warranty of title), and Tenant does hereby lease from Landlord, an approximately 180,650 square foot area portion of Landlord's property located near Wolf Road south of McDonald Road in Prospect Heights, Illinois and more particularly depicted on the drawing attached hereto and made a part hereof as Exhibit A (the "Leased Premises"), for the purposes specified in Section 2 below.

1. **TERM.** The term of this Lease (the "Term") shall commence upon the expiration date of the Original Lease (the "Commencement Date") and shall terminate on October 31, 2020, unless sooner terminated as provided herein.

In the event that Tenant intends to make any Alterations to the Leased Premises following the Commencement Date of the Lease, Tenant shall deliver the plans and specifications, and all other items required to be delivered by Tenant for the initial Alterations, if any, pursuant to Section 10 hereof, to Landlord upon the execution of this Lease, for Landlord's approval as provided in Section 10. Within thirty (30) days from the completion of the initial Alterations, Tenant shall deliver "as-built" plans and specifications of the initial Alterations to Landlord. In the event that the "as-built" plans and specifications are not in compliance with the plans and specifications delivered to Landlord upon execution of the Lease, Landlord may terminate this Lease after receipt of the "as-built" plans and specifications, and the parties shall have no further liability under this Lease, except that Tenant shall restore the Leased Premises to the condition that existed prior to the initial Alterations.

2. **OPTION TO RENEW.** Provided no event has occurred which with or without the passage of time and/or notice constitutes a Default under this Lease, Tenant shall have the right to extend the Term for one (1) five (5) year period (being referred to herein as the "**Renewal Term**"). Tenant shall provide written notification to Landlord at least one hundred eighty (180) days prior to the end of the Term of its desire to extend the Term for the Renewal Term ("**Renewal Notice**"), which Renewal Notice shall include payment to Landlord in the amount of Landlord's then current "**Review Fee**." If Tenant does not provide Landlord with the Renewal Notice and payment of the then current "**Review Fee**" within one hundred eighty (180) days prior to the end of the Term the Term of the Lease shall cease and terminate at the end of the stated Term, or the then current Renewal Term.

Subject to the provisions set forth above, in the event that the Lease is renewed, the Renewal Term will be upon the same terms, covenants and conditions contained in the Lease, except that: (i) Landlord may make any changes to the terms and conditions of the Lease, including without limitation, changes to any indemnity, environmental, restrictions, rent, and insurance provisions contained in the Lease as Landlord deems appropriate in its sole and absolute judgment; and (ii) any reference in the Lease to the Term will be deemed to include the Renewal Term. In addition, Tenant will be deemed to have accepted the Leased Premises in "as-is" condition as of the commencement of the Renewal Term, it being understood that Landlord will have no obligation to renovate or remodel the Leased Premises as a result of Tenant's renewal of the Lease.

3. **PURPOSE.** The Leased Premises shall be used by Tenant in compliance with all Legal Requirements (as hereinafter defined) and the terms and provisions of this Lease solely for purposes of driving and parking of passenger vehicles in connection with the adjacent rail commuter station, and for no other purposes (the "**Permitted Use**"). For purposes hereof, the term "**Legal Requirements**" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("**Landlord's Facilities**").

4. **RENT.**

(a) **Base Rent.** Tenant shall pay to Landlord base rent ("**Base Rent**"), in advance on or before the first day of each month of the Term, commencing on or before November 1, 2015, pursuant to the schedule in Exhibit B attached hereto and made a part hereof.

(b) **Proration of Rent.** Landlord and Tenant understand and agree that if the Commencement Date or last day of the Term occurs on a date that is other than the first or last day (as applicable) of a month, the Rent (as hereinafter defined) for that month shall be prorated on a per diem basis.

(c) **Rent.** For purposes of this Lease, the term "**Rent**" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

(d) Payment of Rent. All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Centre
Oakbrook Terrace, IL 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the "Default Rate"). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant's obligations to pay Rent are independent of each and every covenant contained in this Lease.

(e) Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant's use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

5. TAXES. Tenant shall reimburse LANDLORD for any increase in real estate taxes which occurs because: (1) TENANT'S use of the LEASED PREMISES has changed the classification of the real estate tax parcel or parcels of LANDLORD'S property in which the LEASED PREMISES are located and thereby increased the assessed valuation thereof; or (2) TENANT'S improvements have been included in the assessment of LANDLORD'S real estate interest or improvements in the real estate tax parcel or parcels of LANDLORD'S property in which the LEASED PREMISES are located; or (3) Both events have occurred.

If LANDLORD so request, TENANT agrees to pay LANDLORD on the first day of each month as an additional adjustment to the monthly rent and considered to be additional rent, an amount equal to 1/12 of the estimated additional taxes which are to be paid by LANDLORD as a result of TENANT's occupancy of the LEASED PREMISES to the extent that such additional taxation has arisen for any or all of the reasons specified in the preceding paragraph. The additional rent for any current lease year shall be calculated either by using the most recent tax bill paid by LANDLORD or other recent tax data.

As soon as practicable after LANDLORD has ascertained the amount of real estate taxes attributable to TENANT'S occupancy of the LEASED PREMISES for each year of the Lease term, LANDLORD shall deliver to TENANT a statement setting forth the actual additional real estate taxes attributable to TENANT's occupancy of the LEASED PREMISES and the total amounts paid as additional rent for the specified year. If the actual amount of the increased real estate taxes attributable to TENANT's occupancy of the LEASED PREMISES is greater than the total of the estimated payments made by TENANT for the specified year then, within thirty days after delivery of the reconciliation statement, TENANT shall pay the difference as additional rent to LANDLORD.

In the event that the total of the estimated payments made by TENANT for a specified year exceeds the actual additional real estate taxes attributable to TENANT's occupancy of the LEASED PREMISES for that year, then LANDLORD shall, at its option, either pay such excess amount to TENANT within sixty days after delivery of the reconciliation statement or notify TENANT that such amount will be credited against payments next due from TENANT.

If LANDLORD does not request installment payments in respect of increased real estate taxes resulting from TENANT'S occupancy of the LEASED PREMISES, then TENANT shall reimburse LANDLORD for any such increase in real estate taxes within thirty days after receipt of a bill from LANDLORD for the amount of the additional real estate taxes paid by LANDLORD as a result of TENANT'S occupancy of the LEASED PREMISES to the extent that such additional taxation has arisen for any or all of the reasons specified in the first paragraph of this "Taxes" section of this Lease.

Tenant may at Tenant's sole cost and expense, execute and deliver all documents, instruments, petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable Legal Requirements, to cause the Leased Premises to be so exempted. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant may thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant may execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant may thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and may take such actions as may be necessary to apply for such exemption (or continuation). Notwithstanding anything contained in this paragraph, to the extent Tenant fails to obtain a tax exemption in respect to the Leased Premises, for any reason, Tenant shall pay the Taxes as required above in this Section 5.

6. **CONDITION.** Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

7. **MAINTENANCE; SERVICES AND UTILITIES.**

(a) Tenant agrees at its sole cost and expense, to keep and maintain the Leased Premises (including any parking lot and/or area thereon) in a clean, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal, all at Tenant's sole cost and expense.

(b) Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has

made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease.

(c) Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereat; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

8. **SURRENDER OF LEASED PREMISES; RESTORATION.** Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date Tenant took possession (other than any improvements, installations and modifications made by Landlord). Prior to the end of the Term, or earlier termination of the Lease, Landlord may notify Tenant that Tenant shall not remove any fixtures, structures and improvements specified in such notice, in which event Tenant shall leave such specific items in place and in good condition, ordinary wear and tear excepted, and title to such items shall pass to Landlord upon the expiration or earlier termination of the Lease. This Section shall survive the termination or expiration of the Lease.

9. **COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.**

(a) **General.** Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

(b) **Change in Law.** Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

(c) **Notice of Violations.** Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Leased Premises.

(d) **Height and Other Limitations.** No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent.

10. **ALTERATIONS.**

(a) **General.** Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "Alterations") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to final and stamped plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant, at Tenant's sole cost and expense, shall obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant's authorized agents, at any time prior to or during the Term, directly or indirectly, shall employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alterations or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

(b) **Paving and Filling.** Without limiting the generality of the terms and provisions of Section 9(a) above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof) shall constitute an Alterations for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving and/or filling of the Leased Premises shall comply with the terms and provisions of Section 13 below. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of eight inches (8") without Landlord's prior written consent.

(c) **Drainage.** Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

(d) Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C1 and C2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Section 10(a) above), Landlord may require, prior to or at any time during the term of this Lease, that barriers ("Barriers") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed either (at Landlord's sole option): (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C1 and C2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

(e) Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 16 below).

(f) Third Party Facilities. In addition to any Landlord's Facilities located on or near the Leased Premises, Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between the any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

(g) Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

(h) Notification. In addition to and not in lieu of, Tenant's other obligations under this Section, Tenant also agrees to notify Landlord's Representative at Telephone Number 866-340-2841 at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

11. **INDEMNITY.** To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**"), from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

12. **WAIVER.** Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

13. **DIGGING WORK.** If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number 811 or (1-800) 892-0123, or D.I.G.G.E.R at (1-312) 744-7000 if the Leased Premises is located in the City of Chicago, or in the event the Leased Premises is located outside J.U.L.I.E.'s or D.I.G.G.E.R's jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

14. **CASUALTY.** In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the

Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

15. **CONDEMNATION.** If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Current Rent shall be apportioned as of the date of such termination.

16. **ENVIRONMENTAL PROTECTION.**

(a) **General.** Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "Hazardous Materials" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes of this Lease, the term "Environmental Laws" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations, and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) **Wetlands.** If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant, at its cost, shall furnish Landlord with a survey of

the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises or any adjoining land or place any fill material on any portion of the Leased Premises or adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

(d) Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

17. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D, attached hereto and made a part hereof.

18. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approvals. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

19. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion.

20. DAMAGE TO LANDLORD'S FACILITIES. Tenant agrees that in the event any work done by or on behalf of Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

21. DEFAULT.

(a) In the event that any of the following shall occur (each, a "Default"):

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor), ("Delinquent") or if Tenant is Delinquent more than three (3) times in any twelve (12) month period;

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 17 (Insurance), Section 22 (Covenants

Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease;

(iii) Tenant shall at any time be in default in any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease);

(iv) this Lease or Tenant's interest herein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant;

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant;

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (A) ten (10) days after notice from Landlord to Tenant of such alleged violation, (B) the last day of the period permitted by law for curing such violation or (C) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term.

(b) If a Default occurs at any time during the Term, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) Landlord, at its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease.

(ii) Landlord may enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the remainder of the Term, and to relet the Leased Premises or any part or parts thereof, either in the name of or for the account of Landlord or Tenant, for such rent and on such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as Landlord sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to, attorney's fees, broker fees, the expenses of repairing and altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any

deficiency in rental amounts shall be paid in monthly installments, unless Landlord has declared the entire Rent for the balance of the Term due, as provided elsewhere in this Lease. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent.

(iii) Landlord may require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall at once surrender possession of the Leased Premises to Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity.

(iv) At its option, Landlord may remove, if Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord, at its option and without notice, may sell any or all of said effects in such manner and for such price as Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord, including the expenses of removal and sale.

(v) Landlord may collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach.

(vi) Landlord may enjoin any such breach of this Lease by Tenant.

(vii) Landlord may take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (A) interest at the Default Rate and (B) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefore.

(c) Except as specifically provided in this Section, Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination or expiration of the Lease in any way of this Lease or after the giving of any

notice, shall reinstate, constitute or extend the term of this Lease or affect any notice given to Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment shall not waive or affect such notice, suit, or judgment.

(d) Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

(e) If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but shall not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

(f) The failure of Landlord to enforce any of its rights under this Lease on one or more occasions shall not affect Landlord's ability to enforce that right on any subsequent occasion or occasions.

(g) Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

(h) In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

(i) In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. **LIMITATION ON LIABILITY.** It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements contained in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, investors, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. **COVENANTS AGAINST LIENS.** Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the

event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. **TERMINATION.** Prior to the end of the Term, this Lease may be terminated at any time by Landlord by giving ninety (90) days prior written notice to Tenant of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. **LANDLORD'S RIGHTS.** The rights of Landlord to utilize the Leased Premises in its business operations will, at all times, be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time to show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon.

26. **RIGHT OF ENTRY.** Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "Landlord Parties"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the

event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of Landlord Parties. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between the any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

27. **LANDLORD'S RIGHT TO TRANSFER.** This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity who succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. **TENANT'S PROPERTY.** It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 8 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. **HOLDING OVER.** Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term is renewed in accordance with the terms and conditions contained in this Lease. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord, or a renewal of this Lease for an additional (1) year term; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) monthly Base Rent shall be increased to an amount equal to two hundred percent (200%) of the monthly Base Rent payable during the last month of the Term, and any other sums due under this Lease shall be payable in the amount and at the times specified in this

Lease, and (ii) Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. **SUBORDINATION; ESTOPPEL.**

(a) This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("Successor Landlord") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

(b) Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (i) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (ii) setting forth the then current Base Rent, (iii) setting forth the date to which the Rent (including Base Rent) has been paid, (iv) stating whether or not, to the best knowledge of Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (v) stating whether there are any subleases affecting the Leased Premises, (vi) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (vii) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. **MISCELLANEOUS.**

(a) Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and

obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

(b) Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
4th Floor, Three Lincoln Centre
Oakbrook Terrace, Illinois 60181
Attn: Manager, Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attn: Assistant General Counsel – Real Estate

If to Tenant:

City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070
Attn: Anne Marrin

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

(c) Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

(d) Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

(e) Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

(f) **Binding Effect.** The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributes, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

(g) **Entire Agreement.** This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

(h) **Further Assurances.** Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

(i) **No Waiver.** The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

(j) **No Third Party Beneficiaries.** Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

(k) **Governing Law; Venue.** The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

(l) **Counterparts.** This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

(m) **Subordinate.** This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

(n) **Severability.** If any term, provision or condition in this Leased shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Leased shall be valid and enforceable to the fullest extent permitted by law.

(o) Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

(p) No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

(q) Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

(r) No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(s) Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

(t) Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

(u) Negotiated: The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(v) Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

(w) Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the Term of this Lease (collectively, "Confidential Information") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Lease Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord,

and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all Confidential Information.

(x) Additional Requirements. Tenant shall comply with the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____

Name: Kendall Hodge

Title: Director of Real Estate & Facilities

TENANT:

CITY OF PROSPECT HEIGHTS

By: _____

Name: _____

Title: _____

Schedule of Exhibits

- A. Leased Premises
- B. Rent Payment Schedule
- C. Fencing and Barrier Requirements
- D. Insurance Requirements
- E. Additional Requirements

Cont'd

EXHIBIT A

Leased Premises

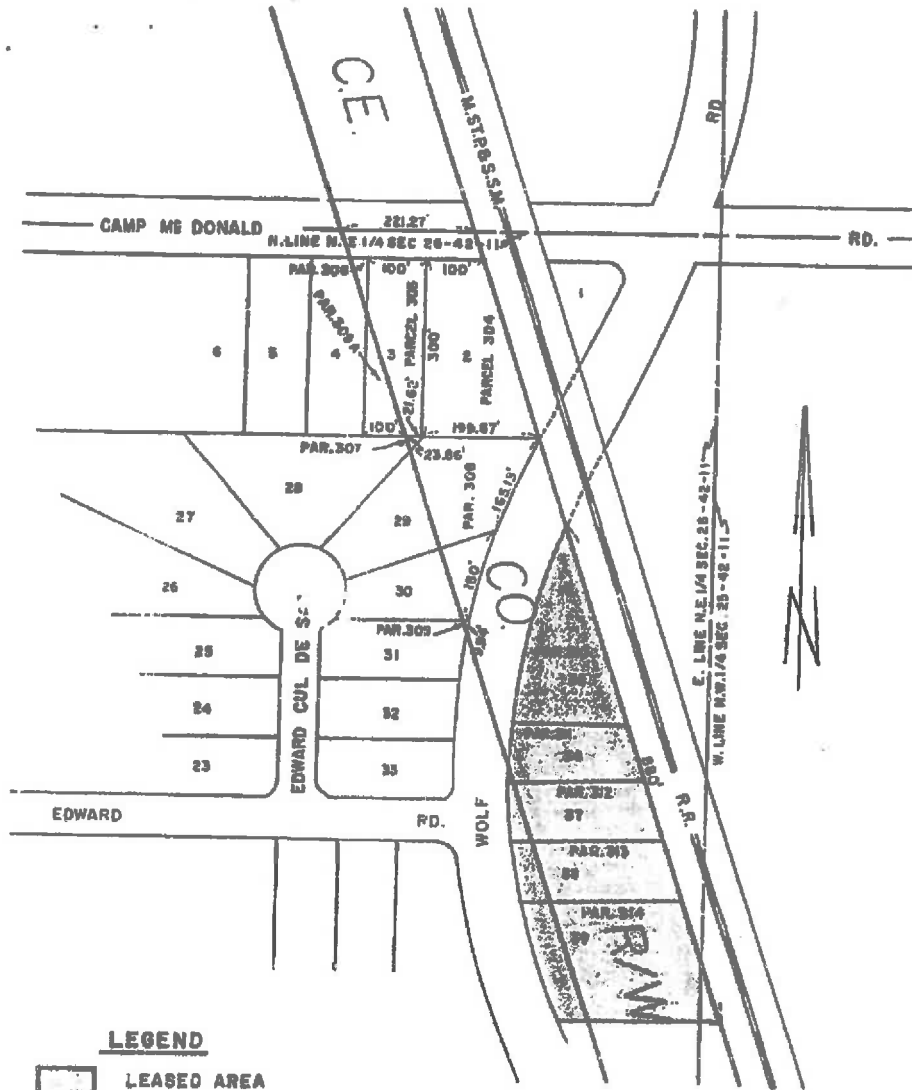


EXHIBIT "A"

DES FLAINES-WAUKEGAN R/W
PROSPECT HEIGHTS, ILLINOIS

DATE 10-20-95
SCALE 1" = 800'

EXHIBIT B

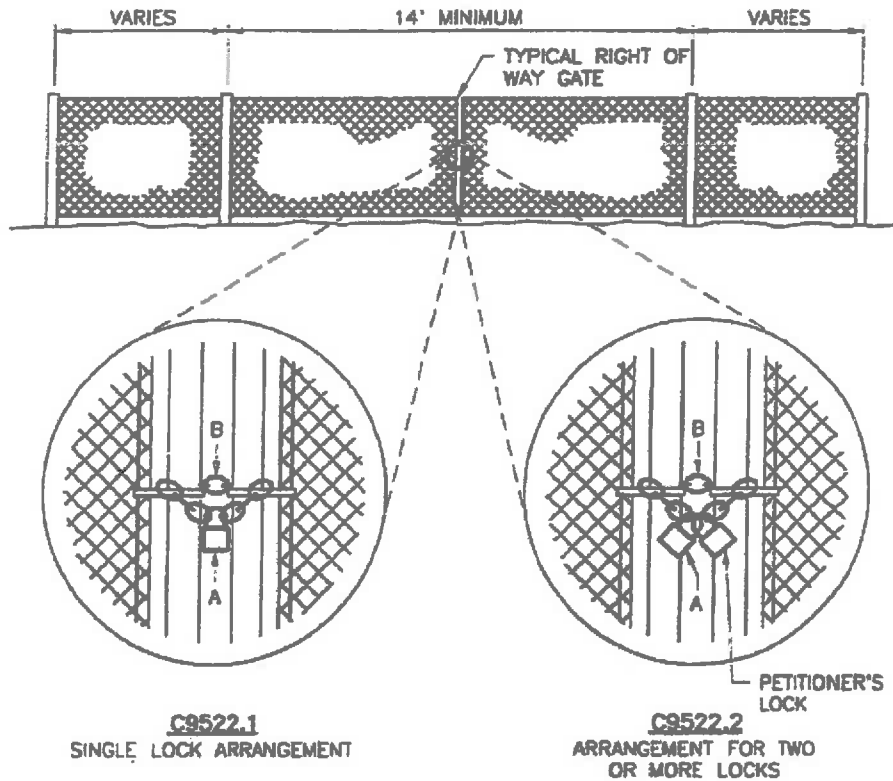
| <u>Rent Year</u> | <u>Period</u> | <u>Annual Payment</u> |
|-------------------------|-------------------------|------------------------------|
| First Year Rent | 11/01/2015 – 10/31/2016 | \$19,063.00 |
| Second Year Rent | 11/01/2016 – 10/31/2017 | \$20,000.00 |
| Third Year Rent | 11/01/2017 – 10/31/2018 | \$20,000.00 |
| Fourth Year Rent | 11/01/2018 – 10/31/2019 | \$20,000.00 |
| Fifth Year Rent | 11/01/2019 – 10/31/2020 | \$20,000.00 |
| Sixth Year Rent | 11/01/2020 – 10/31/2021 | \$20,000.00 |
| Seventh Year Rent | 11/01/2021 – 10/31/2022 | \$21,000.00 |

ComEd

EXHIBIT C-1

ComEd

LOCKING ARRANGEMENTS FOR TRANSMISSION RIGHT-OF-WAY GATES & TRANSMISSION LINE TERMINALS



| ITEM | DESCRIPTION | EM | S.I. | UNIT | QUANTITY | |
|------|---|----|--------|------|----------|----|
| | | | | | .1 | .2 |
| A | LOCK, PADLOCK, SHACKLE OPENING 1 1/2" IN. X 3/8 IN. PLATED STEEL | - | 716027 | EA. | 1 | 1 |
| B | STRAIGHT LINK CHAIN, HOT DIPPED GALVANIZED (1) | - | 786756 | FT. | 3 | 3 |

ENGINEERING INFORMATION

- CHAIN ORDERING DESCRIPTION STRAIGHT LINK CHAIN, TRADE SIZE 5/0. MATERIAL DIAMETER 0.26 IN., LINK WIDTH 0.44 IN. X LINK LENGTH 1.52 IN.

TRANSMISSION RELIABILITY AND STANDARDS

COMMONWEALTH EDISON COMPANY
 SYSTEM STANDARD

X T L S C C E
 REVISION

ACAD

EXHIBIT C-2

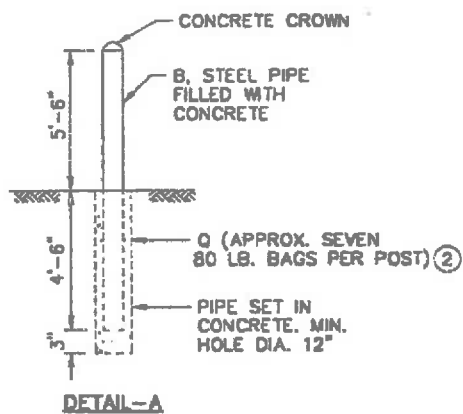
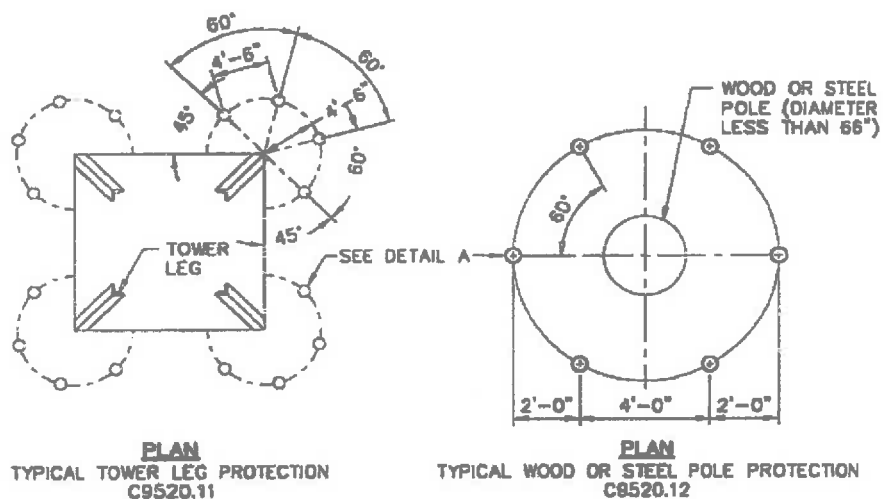
8-1-00
C9520
PAGE 1 OF 7

CONSTRUCTION SPECIFICATION
REVISED SPECIFICATION DATED 1-15-99

8-1-00
C9520
PAGE 1 OF 7

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)
C9520.1_

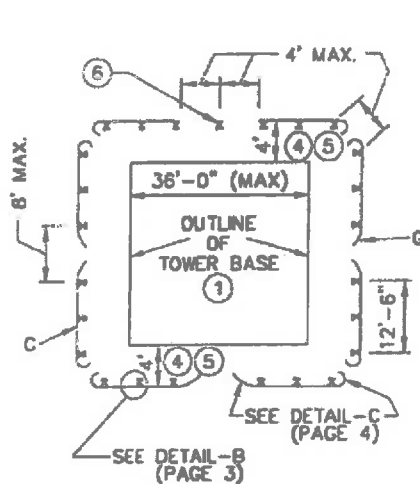


Continued STANDARD SPECIFICATION

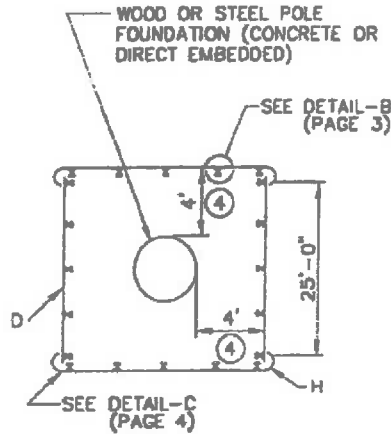
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DISTRIBUTION CODE: X ACAD

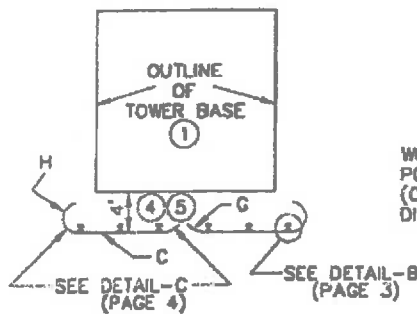
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
 C9520.2_



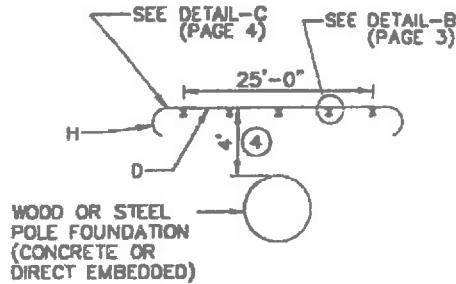
PLAN
 TYPICAL TOWER PROTECTION
 ON ALL SIDES
 C9520.21



PLAN
 TYPICAL POLE PROTECTION
 ON ALL SIDES
 C9520.22

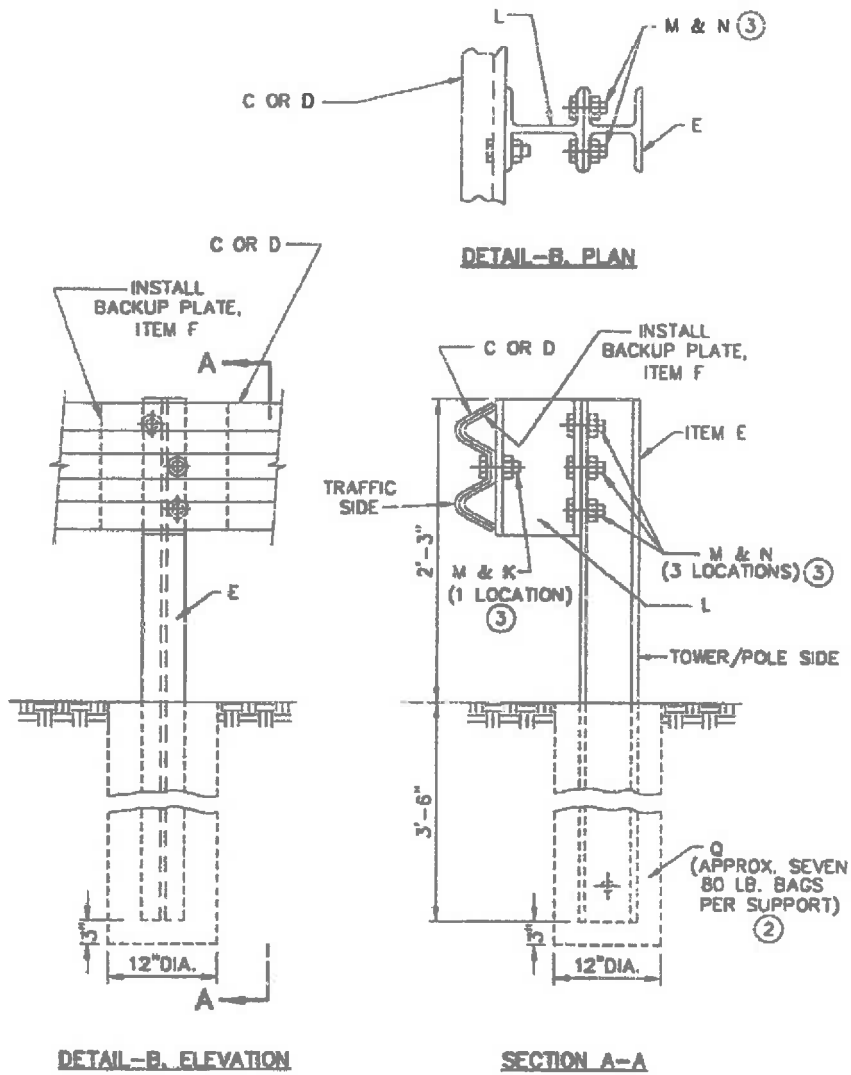


PLAN
 TYPICAL TOWER PROTECTION
 ON ONE SIDE
 C9520.23

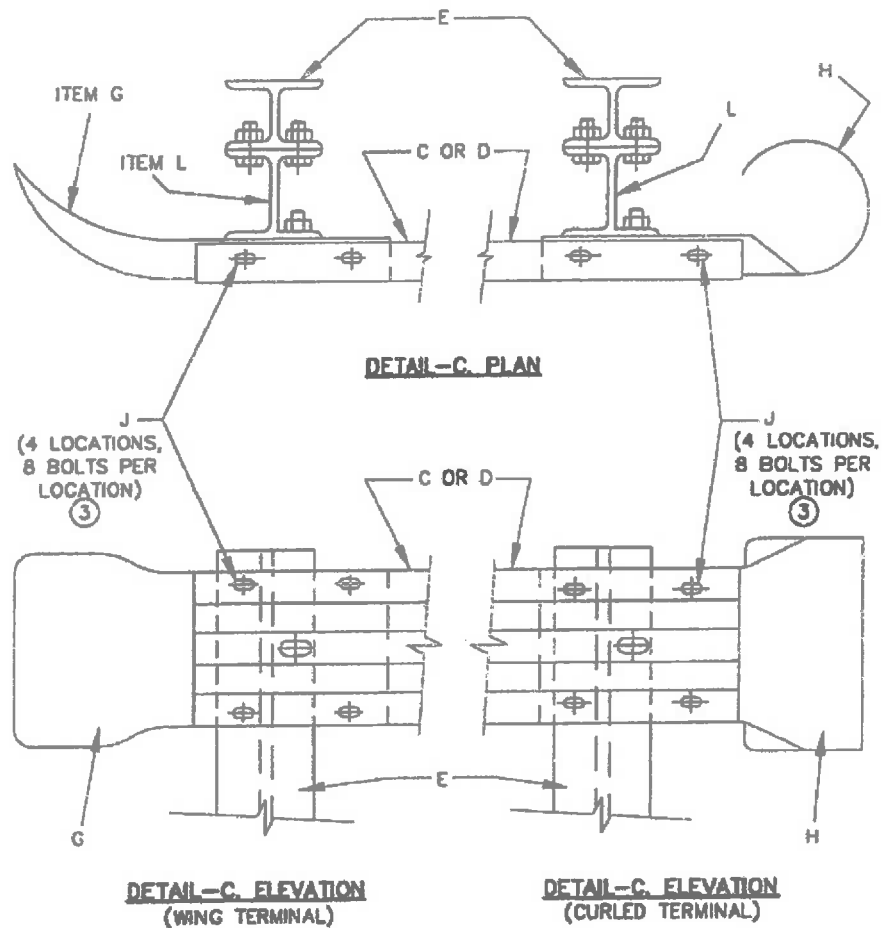


PLAN
 TYPICAL POLE PROTECTION
 ON ONE SIDE
 C9520.24

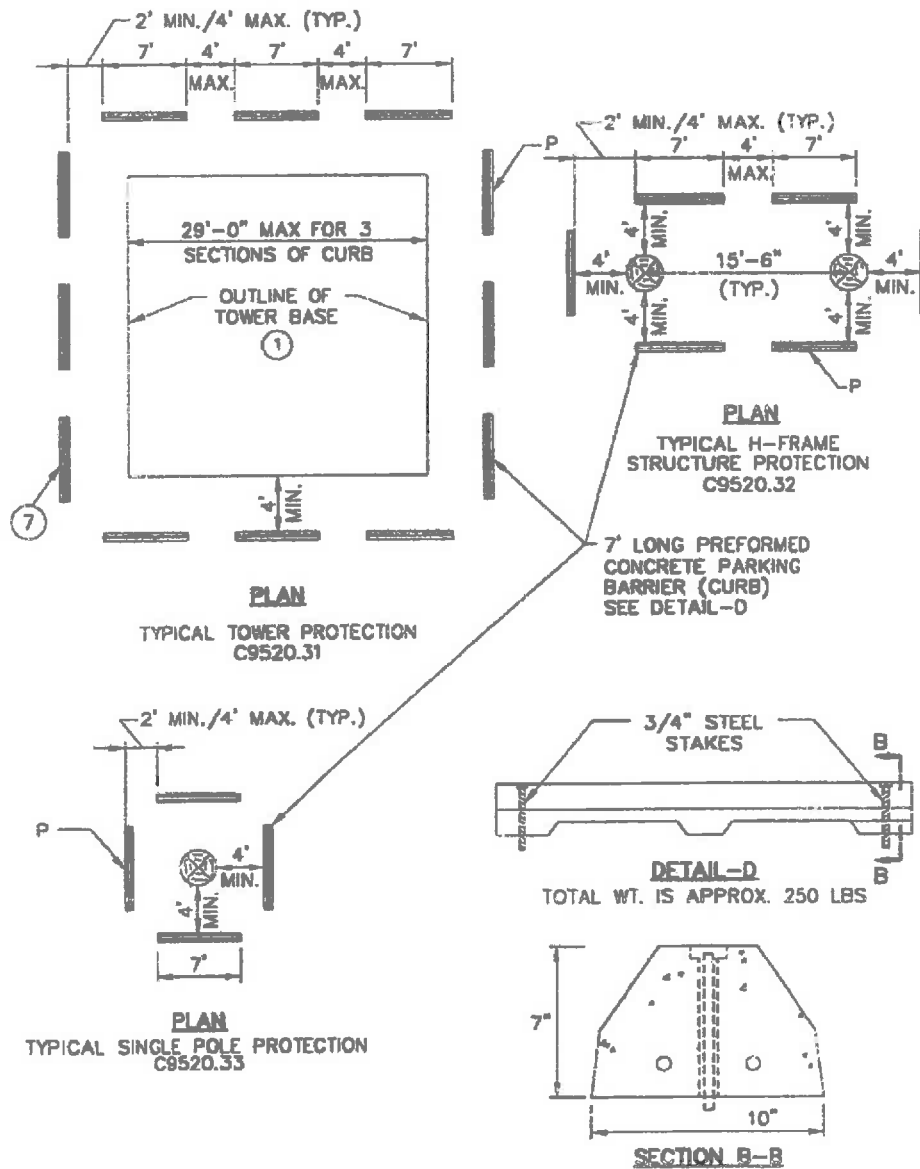
GUARDRAIL SUPPORT DETAILS, C9520.2



GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2



PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)
 C9520.3_



APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "O", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

| ITEM | DESCRIPTION | EM | SI | UNIT | QUANTITY | | | | | | | | | | | |
|------|--|------------------|--------|------|----------|-----|-----|-----|-----|-----|-----|-----|-----|--|--|--|
| | | | | | .11 | .12 | .21 | .22 | .23 | .24 | .31 | .32 | .33 | | | |
| A | | | | | | | | | | | | | | | | |
| B | CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10 FT. LONG. | | | | | | | | | | | | | | | |
| | | | 376232 | EA | 16 | 6 | | | | | | | | | | |
| C | GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180). | 10220 ITEM 1 | 386003 | EA | | | 8 | | 2 | | | | | | | |
| D | GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180). | 10220 ITEM 2 | 386004 | EA | | | | 4 | | 1 | | | | | | |
| E | 1 BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9. | 10220 ITEM 3 | 386005 | EA | | | 25 | 20 | 6 | 5 | | | | | | |
| F | BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED. | 10220 ITEM 4 | 386006 | EA | | | 8 | 12 | 2 | 3 | | | | | | |
| G | WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180). | 10220 ITEM 5 | 386007 | EA | | | 8 | | 2 | | | | | | | |
| H | CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180). | 10220 ITEM 6 | 386008 | EA | | | 8 | 4 | 2 | 2 | | | | | | |
| J | BOLT, CARRIAGE 5/8" DIA. X 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED | 10220 ITEM 7 | 386009 | EA | | | 128 | 32 | 32 | 16 | | | | | | |
| K | WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV. | 10220 ITEM 8 | 386011 | EA | | | 24 | 20 | 6 | 5 | | | | | | |
| L | 1 BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT. | 10220 ITEM 9 | 386010 | EA | | | 24 | 20 | 6 | 5 | | | | | | |
| M | MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563 | 10257 | 821602 | EA | | | 96 | 80 | 24 | 20 | | | | | | |
| N | 5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED) | 10220 ITEM 11 | 532666 | EA | | | 168 | 140 | 42 | 35 | | | | | | |
| P | CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES | | 247982 | EA | | | | | | | 12 | 6 | 4 | | | |
| Q | MIXTURE, CONCRETE 80 LB. (2) | | 701129 | 8G | 112 | 42 | 175 | 140 | 42 | 35 | | | | | | |

Continued STANDARD SPECIFICATION

REVISION
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ACAD

EXHIBIT D

Insurance Requirements (current 9/29/2010)

Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, --and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Tenant will, in any event, purchase and maintain during the term hereof;

COVERAGE #4

(i) Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors). Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

Tenant may substitute lower limits for any of the policies listed above, provided that Tenant maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$4,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Leased Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Tenant and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Landlord shall be included as an additional insured and the policy shall be primary with respect to Landlord as the additional insured.

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Tenant shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Landlord upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

Insurance coverage provided by Tenant and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Landlord
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant and/or its contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

EXHIBIT E
Additional Requirements

[INTENTIONALLY LEFT BLANK]

ComEd



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: September 6, 2017

To: Mayor Helmer & City Council

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

Subject: ZBA Case No. 17-06 V – Amended variation to allow a driveway to encroach into the required 5' Side Yard Setback.

Please be advised that Joe Pascucci, owner of the subject property, originally was seeking a variation to Section 5-6-1 E (3) of the City of Prospect Heights Zoning Code to allow the reduction of the required interior yard setback from 15' to 2' along the east side of his property for the purpose of constructing an addition onto the primary structure. After three continuances, considerable engineering and design work, the applicant requested to amend his variation request to allow a driveway encroachment into the required side yard on the west side of the property. This change is a result of exploring alternative solutions and to accommodate moving his garage from the east side of the property to the west, lessening the impact to his neighbor to the east.

After consultation with the City Attorney, it was confirmed that there was no need to re-notice the public hearing as the variation request is lesser in scope than the original application.

On August 24, 2017 the PZBA held a public hearing to consider a Zoning Variation request to allow the construction of a driveway 4' into the required 5' side yard setback per section 5-8-2E of the City of Prospect Heights Zoning Code to provide access the rear yard to allow the construction of a detached garage.

Testimony provided by the applicants architect called for a 720 sq. ft. code compliant detached garage to be constructed in the rear yard with an access driveway constructed on the west part of the property. The new driveway will encroach 4' into the into the required 5' side yard setback. The stated hardship for the variation is that the area around the house is in the 100 year flood plain with only the minimum required 15' side yard setback along the west side of the property.

The applicant's engineer, Mark Toberman, testified that the driveway design met the engineering requirements for the required compensatory storm water storage on site. The project architect

Mike Aiello, testified that the architectural plans comply with the City of Prospect Heights Flood Control Ordinance Title 7 and FEMA's standards for flood resistant construction.

City Engineer John Briggs reviewed the documents and concluded that the project did not require a variation to Title 7: Flood Control Ordinance of the City of Prospect Heights Municipal Code.

Testimony was provided by Mr. Tomasz Wadowski, 699 Glendale Dr., Prospect Heights, IL. Mr. Wadowski stated that he did not mind the garage and driveway on the west side of the property, but his main concern was that there would be no parking of the tow truck as original indicated by the applicant. His attorney, Daniel Dowd, restated the concern that tow truck parking was not permitted in the R1 Single Family District.

Chairman Dash and Director Peterson confirmed that vehicles over 12,001 GVW are not permitted in the R1 District by City Code. The applicant has been fully informed and is aware of this restriction.

The City Council should request that the applicant clearly identify what type of vehicle will be stored in the detached garage. The original request was for the purpose of parking his tow truck in the garage. Be advised that the tow truck is a commercial vehicle which exceeds 12,000 GVW and is not allowed to be parked or stored in a residential district per Section 5-8-2A3.

The PZBA considered all the documentation and testimony and after deliberation voted 4-0 to recommend to the City Council approval of the variation to Section 8-5-2E to allow a 4' encroachment into the required 5' side yard set back.

Recommendation: First Reading of Ordinance #O-17-22.

2017 APR 17 AM 9:34

FOR OFFICE USE ONLY:

FEE PAID _____
 RECEIPT # _____
 DATE _____
 REC'D BY _____
 CASE # _____
 MEETING DATE _____

**PLAN/ZONING BOARD OF APPEALS
 APPLICATION**

☐ Special Use (\$400)☒ Variance (\$150)☐ Text Amendment (\$300)☐ Map Amendment (Refer to Ord. 0-03-18)☐ Subdivision/PUD (Refer to Ord. 0-03-18)☐ Lot Consolidation (Refer to Ord. 0-03-18)

APPLICANT:

Joseph Pascucci

ADDRESS:

697 Glendale Dr.Prospect Heights, IL 60070

PHONE:

Home: 247-789-4436 Work: 217-520-3110

ADDRESS OF SUBJECT PROPERTY:

697 Glendale Dr.PROPERTY IS LOCATED IN THE R-1 ZONING DISTRICT.APPLICABLE SECTION OF ORDINANCE: 5-8-2E.2A

DESCRIPTION OF REQUEST: Amend my request from a Side Yard Variance Form addition to a primary structure to encroach into the required 15' side yard setback to a variance to the side yard setback from 5' to 2' to conform 13' wide driveway along side house per square 5-8-2E.2A of the City of Prospect Heights zoning code on the property commonly known as 697 Glendale Dr.
 Are there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES _____ NO X If yes, please describe: Prospect Heights, IL Single Family Res. R-1 District

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

The following items MUST be submitted at time of filing:

1. Application (13 copies)
2. Plat of Survey (13 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application (13 copies). (Note: please include one copy for file no larger than 11"x17").
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variances only - 13 copies)
5. Notice to Property Owners (1 copy)
6. List of Property Owners (1 copy) obtained from the Wheeling Township Office, 1616 N. Arlington Heights Rd., Arlington Heights, IL 60004 - Tel: 847/259-1515 of all properties lying within 350 ft. of property has subject's property and approved confirmation letter from the City of Prospect Heights is required.
7. Application Fee (cash or check made payable to: City of Prospect Heights)

Date: 4-14-17

 Signature of Applicant

ORDINANCE NO. O-17-22

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR
THE PROPERTY AT
697 GLENDALE DRIVE, PROSPECT HEIGHTS, ILLINOIS**

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 697 Glendale Drive prescribe that the driveway maintain a 5' side yard setback from the property line, and

WHEREAS, the owner of the Property has submitted for consideration of a variation to allow a 4' reduction in the side yard setback from 5' to 1' for an addition of a 11' wide driveway along the west side of family residence per Section 5-8-2 E2A of the City of Prospect Heights Zoning Code on the property commonly known as 697 Glendale Drive, Prospect Heights, Illinois, in the City's R-1 Single Family Residential District; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on August 24, 2016 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:

Section 1. 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.

Section 2. The Requested Variation is hereby granted.

Section 3. That this variation is conditioned upon applicant's construction of the driveway to keep storm water drainage on the property substantially in accordance with the approved plans and documents submitted at the public hearing on this matter and with all applicable City, County, State and Federal codes, standards and regulations.

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 ____ of September ____, 2017.

Nicholas J. Helmer, Mayor

ATTEST:

Wendy Morgan-Adams, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: September ____, 2017

Exhibit A

Legal Description for 697 Glendale Drive, Prospect Heights, IL

LOT 15 IN BLOCK 10 IN PROSPECT GLEN SUBDIVISION OF THE NORTH 15 ACRES OF THE EAST 60 ACRES OF THE NORTHEAST 1/4 QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 25, 1959, AS DOCUMENT NUMBVER 1881980, IN COOK COUNTY, ILLINOIS

PIN #03-22-208-002-0000

Exhibit B

Site Plan & Grading Plans

Prepared by Norman J. Toberman & Associates, LLC dated 8/11/17

Exhibit C

Architectural Plans

Prepared by Aiello Architecture Design

Dated: 8/10/17

100

An aerial photograph showing a rural landscape with a road and a small building. The road is a straight line running horizontally across the middle of the image. To the right of the road, there is a small, light-colored building with a dark roof. The surrounding area is a mix of dark and light patches, likely representing different types of vegetation or land use.

GENERALIZATION

SWEET INDEX

REFERENCES AND STANDARDS

Dr. King

-166.92°-

149-0027

Lot 15

-159-112-

Top of Presynaptic Endosome-25.2 (6)

-185.102-

SITE AND GRADING PLAN

First DETACHED GARAGE 1980 CHEVROLET
847 CLIMBIE DRIVE
FACED BY HAZARD, 5/10/89



21

170715

SUMP DISCHARGE TRENCH

SUMP TRENCH SECTION

CROSS SECTIONS - WITH PROPERTY LINE

GENERAL NOTES

CROSS-SECTION KEY PLAN N

EROSION CONTROL NOTES

CROSS SECTIONS, CALCULATIONS AND DETAILS

Not Detained Catchment and Detention
EST BLANCHARD
PROJECT/PROPERTY, LINDSEY

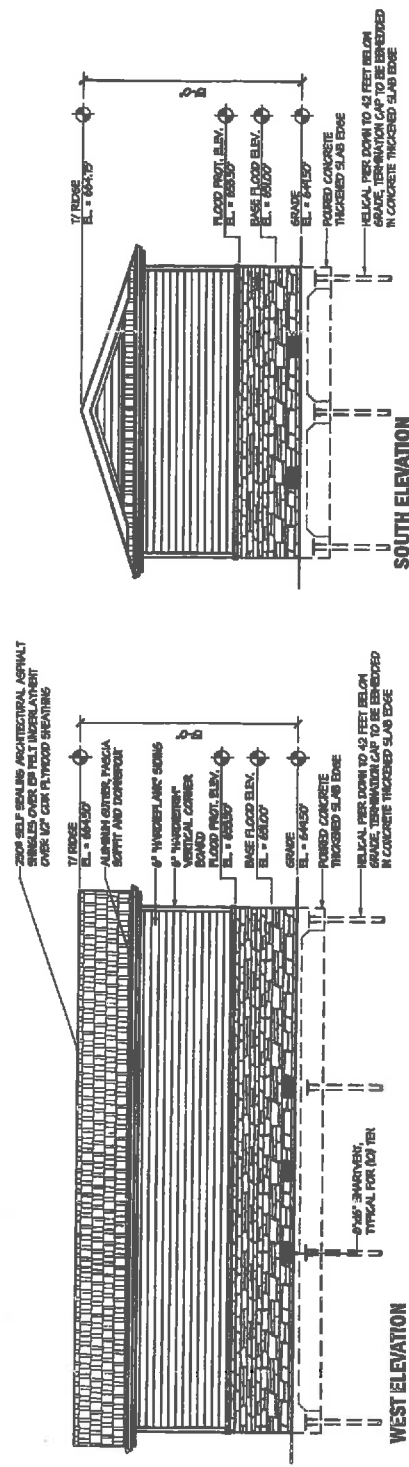
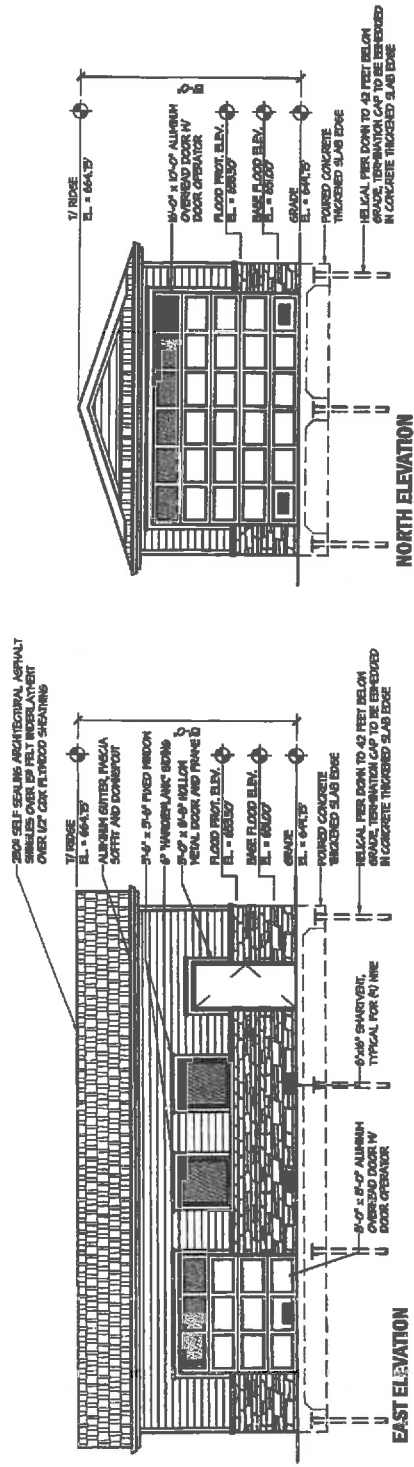
1726716

C-2



BLANCHARD ASSOCIATES, LLC
10000 100th Street
Suite 100, Richmond, BC V6V 1K1
Tel: 604-271-1111
Fax: 604-271-1112
www.blanchardassociates.com

PASCUCCI GARAGE 02017 697 GLENDALE DRIVE, PROSPECT HEIGHTS



**ORDINANCE NO. O-17-
An Ordinance Amending Title 2
of the Prospect Heights City Code
(Chapter 3 – Liquor Control)**

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

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

2-3-2: LOCAL LIQUOR CONTROL COMMISSIONER:

The mayor of the city shall be the local liquor control commissioner and shall be charged with the administration within the city of the appropriate provisions of the state and of this chapter. He may appoint a person or persons to assist him in the exercise of the powers and the performance of the duties of said office. The city council may fix and pay compensation to the local liquor control commissioner of the city and compensation to such deputies, assistants or employees as may be deemed necessary for the proper performance of the duties vested in him. The Local Liquor Control Commissioner shall have the following powers, functions and duties with respect to licenses, other than licenses to manufacturers, importing distributors, distributors, nonbeverage users, railroads, airplanes and boats:

- F. To levy fines in accordance with Section 2-3-24 of this Chapter. **In addition to a fine, the licensee shall be subject to the cost incurred by the City for a hearing on any violation. These costs shall include, but not limited to court reporter, witness expenses, expert or scientific analysis, and any other charges attendant to said hearing.**

Section 2. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-4, Application for License, of the Prospect Heights City Code, as amended, is hereby further amended with deletions in strikethrough and additions in bold underline text so that the same shall be read as follows:

2-3-4: LOCAL LIQUOR CONTROL COMMISSIONER:

Applications for new and renewed licenses shall be made to the Mayor in writing, signed by the applicant or applicants, if an individual or individuals, or by a duly authorized agent thereof, if a club or corporation, **and certified before a notary public** ~~verified by oath or affidavit.~~ All applications shall be accompanied by a nonrefundable application

fee of ~~one~~ two hundred dollars (\$200.00) which shall be separate and distinct from the annual license fee. New applications shall contain the following statements and information:

- H. A statement that the applicant will not violate any of the laws of the State, or of the United States, or any ordinance of the City in the conduct of his place of business.
- I. ~~The amount of goods, wares and merchandise on hand at the time the application is made or, equivalently, the monetary value of current inventory.~~
- J. Any other information or guarantees that the Local Liquor Control Commissioner or the City authorities shall require.

Prior to the issuance of a City of Prospect Heights Liquor License, evidence of Dram Shop Insurance of an amount and character which shall be a minimum amount sufficient to satisfy all statutory requirements and applications as determined by the Local Liquor Commissioner. This insurance shall remain in force during the period for which the license is issued. The lapse of this insurance shall constitute grounds for revocation of the license. For purposes of this Section, a Certificate of Insurance in the form approved by the city attorney shall be deemed adequate evidence of insurance.

Applications for renewal shall contain either a statement that all of the above statements and information are and remain true and valid, or appropriate statements describing any changes in or to any such information or statements contained in the original or any previous application. Each renewal application shall, however, require reaffirmation of the type and division of ownership contained in subsection A of this Section and of the intent of each applicant to comply with subsection H of this Section.

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

2-3-8: CLASSIFICATION OF LICENSES:

- A. Class A Licenses: ~~Class A licenses which shall authorize the retail sale on the premises of specified alcoholic liquor only for consumption on the premises of restaurants and hotels.~~

Class A licenses shall authorize the retail sale of alcoholic liquor in restaurants and hotels only, for consumption on the premises where sold. If the premises is a

hotel, packaged liquor may be sold to guests of the hotel. For restaurants, such licenses may be issued and retained by those establishments which:

- Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and
- Offer their patrons meals.

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

~~Class A-1 Licenses: Class A-1 licenses shall authorize the retail sales on the premises of beer and wine only for consumption on the premises in a bowling alley only.~~

~~Class A-2Late-Hour 2 Licenses: Class A-2 licenses shall authorize the retail sale on the premises specified of alcoholic liquor only for consumption on the premises.~~

Class Late-Hour 2 licenses shall duplicate Class A licenses in all regards, except that Class Late-Hour 2 licenses shall permit the sale of alcoholic liquor until 2:00 am the following day. The holder of a Class A license may petition the local liquor commissioner for a Late-Hour 2 permit, which shall be granted in the sole discretion of the local liquor commissioner.

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

Class Late-Hour 4 licenses shall duplicate Class A licenses in all regards, except that Class Late-Hour 2 licenses shall permit the sale of alcoholic liquor until 4:00 am the following day. No new Late Hour-4 licenses shall be issued to any individual, corporation, or partnership other than those holding such licenses as of [Insert Date], and such may be renewed for on the business currently using that license. At such time as any current holder of such license surrenders it or fails to renew it, or it is revoked or renewal denied, the number of Class A-2 licenses permitted shall be reduced accordingly.

~~Class A-4 Licenses: Class A-4 licenses shall duplicate Class A licenses in all regards except for hours of operation.~~

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

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

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

- C. Class B-1, B-2, And B-3 Licenses:

1. Class B-1 Licenses: Class B-1 licenses which shall authorize the retail sale of wine and beer, but not for consumption on the premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises.
2. Class B-2 Licenses: Class B-2 licenses which shall authorize the retail sale of wine and beer, but not for consumption on premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises, during hours of operation which differ from the B-1 classification.
3. Class B-3 Licenses—Grocery Stores: Class B-3 licenses which shall authorize the retail sale of alcoholic liquor by grocery stores not for consumption on the premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale of groceries and related goods to be carried out from the premises.
4. ~~Separate Area For Sales: If said sale of alcoholic liquor, wine or beer is carried out on premises which are utilized primarily for other retail sales activities, the sale of such liquor shall be confined to an area which is separated from the other retail sales activity. The sale of such wine or beer shall be confined to an area which is separated from the other retail portions of the premises by a suitable enclosure or partition of such design and construction as may be approved by the local liquor control commissioner. No class B-1 or B-2, or B-3 license outstanding on the effective date of this section shall be renewed upon its expiration unless such approved enclosure or partition has been constructed.~~

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

- ~~1. Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and~~
- ~~2. Offer their patrons full and complete meals, including a dinner menu.~~

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

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

- ~~1. Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and~~
- ~~2. Offer their patrons meals.~~

~~No such license shall be granted to or retained by any establishment in which the facilities for food preparation and service are not primarily those of a restaurant.~~

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

- ~~1. Are located within the boundaries of the area commonly referred to as the Prospect Crossing TIF area and have a square footage of not less than seven thousand (7,000) square feet; and~~
- ~~2. Meet all the requirements set forth in subsection D of this section for class C licenses.~~

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

~~HD. Class DC Licenses: Class DC licenses which shall authorize the retail sale of alcoholic liquor for consumption on public golf course premises.~~

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

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

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

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

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

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

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

- ~~1. SB permits shall apply only to the service of alcoholic beverages at the licensed establishment.~~
- ~~2. All licensed establishments holding an SB permit may provide additional alcoholic beverage service during the period between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Sundays only in connection with meal service.~~

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

- ~~3. Service of alcoholic beverages under the SB permit is strictly prohibited in cocktail lounges, bar areas, coffee shops and other rooms or areas where complete meals are not offered and served.~~

Section 4. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-9, Licenses; Classes, Fees, Limitations on Number and Hours of Operation, of the Prospect Heights City Code, as amended, is stricken in its entirety and amended so that the same shall be read as follows:

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

| Class Of License | Annual Fee | Limitation On Number | Monday Through Thursday | Friday | Saturday | Sunday |
|------------------|---|----------------------|-------------------------|----------------------------------|---------------------------------|-------------------------------|
| A | Restaurant and Hotel, full liquor | \$3,300 .00 | 15 | 8:00 A.M. to 12:00 midnight | 8:00 A.M. to 1:00 A.M. Saturday | 8:00 A.M. to 1:00 A.M. Sunday |
| Late Hour-2 | Add-on license to Class A, permits later hours of sale | 1,100 .00 | 0 | 8:00 A.M. to 2:00 A.M. following | 8:00 A.M. to 2:00 A.M. Saturday | 8:00 A.M. to 2:00 A.M. Sunday |
| Late Hour - 4 | Add-on license to Class A, permits sale until 4:00 A.M. | 1,500.00 | 2' | 8:00 A.M. to 4:00 A.M. following | 8:00 A.M. to 4:00 A.M. Saturday | 8:00 A.M. to 4:00 A.M. Sunday |

| Class Of License | Annual Fee | Limitation On Number | Monday Through Thursday | Friday | Saturday | Sunday |
|------------------|---|--|-------------------------|----------------------------------|---------------------------------|-------------------------------|
| B | Package sales, full liquor | 2,200 .00 | 7 | 8:00 A.M. to 12:00 midnight | 8:00 A.M. to 12:00 midnight | 8:00 A.M. to 12:00 midnight |
| B-1 | Packaged sales, beer and wine from convenience stores, Midnight | 1,925 .00 | 3 | 11:00 A.M. to 12:00 midnight | 11:00 A.M. to 12:00 midnight | 8:00 A.M. to 12:00 midnight |
| B-2 | Packaged sales, beer and wine from convenience stores, 2 AM | 2,200 .00 | 1 | 8:00 A.M. to 2:00 A.M. following | 8:00 A.M. to 2:00 A.M. Saturday | 8:00 A.M. to 2:00 A.M. Sunday |
| B-3 | Packaged sales, full liquor from grocery stores | 2,200.00 | 1 | 7:00 A.M. to 12:00 midnight | 7:00 A.M. to 12:00 midnight | 7:00 A.M. to 12:00 midnight |
| C | Public golf course | 0 | 1 | 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 |
| Daily | | \$55.00 fee plus \$100.00 to \$1,000.00 deposit ² | | | | |

1. No new Late Hour-4 licenses shall be issued to any individual, corporation, or partnership other than those holding such licenses as of [Insert Date], and such may be renewed for on the business currently using that license. At such time as any current holder of such license surrenders it or fails to renew it, or it is revoked or renewal denied, the number of Class A-2 licenses permitted shall be reduced accordingly.
2. Daily liquor license deposit may be refunded subject to discretion of local liquor control commissioner per subsection 2-3-8 of this chapter.

Section 5. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-13, Conditions of License, of the Prospect Heights City Code, as amended, is hereby further amended with deletions in strikethrough and additions in bold underline text so that the same shall be read as follows:

2-3-9: CONDITIONS OF LICENSE:

G. Minimum Size Of Container For Unmixed Whiskey, Gin Or Rum: No unmixed whiskey, gin or unmixed rum shall be sold or offered for sale or at retail for consumption on the premises, except in a container having a minimum capacity of at least one fluid ounce and which contains at the time of sale at least one fluid ounce of the of the beverage being sold.

H. Happy Hours Prohibited:

1. All retail licenses shall maintain a schedule of the prices charged for all drinks of alcoholic liquor to be served and consumed on the licensed premises or in any room or part thereof. Whenever a hotel or multiuse establishment which holds a valid retailer's license operates on its premises more than one establishment at which drinks of alcoholic liquor are sold at retail, the hotel or multiuse establishment shall maintain at each such establishment a separate schedule of the prices charged for such drinks at that establishment.

2. No retail licensee or employee or agent of such licensee shall:

- a. Serve two (2) or more drinks of alcoholic liquor at one time to one person for consumption by that person, except selling or delivering wine by the bottle or carafe;
- b. Sell, offer to sell or serve to any person an unlimited number of drinks of alcoholic liquor during any set period of time for a fixed price, except at private functions not open to the general public;
- ~~e. Sell, offer to sell or serve any drink of alcoholic liquor to any person on any one date at a reduced price other than that charged other purchasers of drinks on that day where such reduced price is a promotion to encourage consumption of alcoholic liquor, except as authorized in subsection H3g of this section;~~
- ~~de.~~ Increase the volume of alcoholic liquor contained in a drink, or the size of a drink of alcoholic liquor, without increasing proportionately the price regularly charged for the drink on that day;
- ~~ed.~~ Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or the awarding of drinks of alcoholic liquor as prizes for such game or contest on the licensed premises; or

fe. Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subsections H2b through H2e of this section.

3. Nothing in subsection H2 of this section shall be construed to prohibit a licensee from:

- a.** Offering free food or entertainment at any time;
- b.** Including drinks of alcoholic liquor as part of a meal package;
- c.** Including drinks of alcoholic liquor as part of a hotel package;
- d.** Negotiating drinks of alcoholic liquor as part of a contract between a hotel or multiuse establishment and another group for the holding of any function, meeting, convention or trade show;
- e.** Providing room service to persons renting rooms at a hotel;
- f.** Selling pitchers (or the equivalent, including, but not limited to, buckets), carafes, or bottles of alcoholic liquor which are customarily sold in such manner and delivered to two (2) or more persons at one time; or
- g.** Increasing prices of drinks of alcoholic liquor in lieu of, in whole or in part, a cover charge to offset the cost of special entertainment not regularly scheduled.

I. Books And Records: It shall be the duty of every retail licensee to make books and records available upon reasonable notice for the purpose of investigation and control by the local liquor control commissioner. Such books and records need not be maintained on the licensed premises, but it must be maintained in the state.

J. Duty To Report Certain Illicit Activity: All licensees and their agents and employees shall have the affirmative duty to report the following activity at the licensed premises to the Prospect Heights police: fights, violence, transaction and use of illegal substances and drug paraphernalia, gang activity, prostitution, the presence of firearms or the unlawful use thereof, or any activity which results in a breach of the peace.

K. Duty To Cooperate With Law Enforcement Personnel: All licensees and their agents and employees shall have the affirmative duty to cooperate with law enforcement personnel in their investigation of crime and enforcement of state law and Prospect Heights ordinances.

Section 6. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-22, Alcohol Awareness Training Requirements, of the Prospect Heights City Code, as amended, is hereby stricken in its entirety and replaced with the following bold underline text so that the same shall be read as follows:

2-3-22: ALCOHOL AWARENESS TRAINING REQUIREMENTS:

Any person that delivers, serves or pours alcoholic beverages and all managers and supervisors of a licensed premises must provide proof of having completed a certified alcohol awareness training course within one hundred twenty (120) days of being hired. This regulation shall not apply to duly issued ad hoc permits if the requirement is specifically waived by the Liquor Commissioner.

A. Training Program. Training is required as specified below:

- 1. The original or renewal application for a class A, C, or D license (consumption on premises shall be accompanied with proof of completion of a state-certified and City Police Department-approved beverage alcohol sellers and servers education and training program (BASSET), for all persons who serve or sell alcoholic beverages pursuant to that license.**
- 2. The original or renewal application for a class A, C, or D license shall be accompanied with proof of completion of a state-certified and City Police Department-approved beverage alcohol sellers and servers education and training program (BASSET) for the manager of the licensee.**
- 3. All persons who serve or sell alcoholic liquor shall, prior to serving or selling any alcoholic liquor within the City, register for a City Police Department-approved BASSET training course. Course to be completed within 90 days of employment with establishment. Registration of employees is the responsibility of the licensee.**
- 4. All persons who serve or sell alcoholic liquor, including the manager of every licensee, shall within 90 days from the beginning of their employment with that licensee, complete a police approved BASSET training program, and shall until completion of the BASSET program, work under the supervision of a person who has completed the BASSET program.**
- 5. A photocopy of the certificate of completion of the BASSET program will be maintained in the manager's office on the premises of the licensee. All A, C, or D license holders must maintain a list of employees who have obtained BASSET certification, which must be available on demand for inspection by the City of Prospect Heights Police Department.**

6. Employees of liquor license establishments that are of a ‘temporary status’ (Christmas, summer help, etc.) whose employment does not extend past ninety (90) days from the date of employment are not required to complete the training program but must, for the duration of their employment, work under the immediate supervision of a person who has completed the BASSET training program. Proof of employment hiring date to be exhibited upon demand of a City police officer or other agent authorized by the Liquor Commissioner. “Temporary status” sellers and servers must also contact the City Police Department to advise of name, establishment and hiring date prior to selling or serving alcohol within the City. Responsibility for registration of all “temporary status” employees rests with the licensee.
- B. Service, sale and management without required training prohibited. It shall be unlawful to permit any person in a class A, C, or D licensed establishment to serve or sell alcoholic beverages unless that person has completed a City Police Department-approved BASSET training program as required by this section or employ a manager in a Class A, C, or D licensed establishment unless that person has completed City Police Department-approved BASSET training program as required in subsection (A) of this section.
- C. Repeating Course. In addition to other penalties imposed in this chapter, a person violating any regulation of this chapter may be required to again complete BASSET training program as required in this section.

Section 7. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-23, Revocation, Suspension of License, of the Prospect Heights City Code, as amended, is hereby with deletions in strikethrough and additions in bold underline text so that the same shall be read as follows:

2-3-22: REVOCATION, SUSPENSION OF LICENSE:

All appeals to the state liquor control commission by a city liquor licensee of a decision, order of action by the local liquor control commissioner or designee, having the effect of fining a licensee, suspending or revoking the city liquor license shall be limited to review of the official record of the formal proceedings before the commissioner.

The Mayor may suspend for not more than thirty (30) days or revoke for cause any liquor dealer's license for any violation of any provision pertaining to the sale of alcoholic liquor, as provided and in the manner provided in 235 Illinois Compiled Statutes 5/7-5. In addition, the Mayor may revoke for cause any liquor dealer's license for violations of federal, state and local ordinance and law, including but not limited to all Village Ordinances and the Liquor Control Act of 1934 (235 ILCS 5/1-1 et al.)

When any license shall have been revoked for any cause, the licensee of the affected establishment shall not be granted a license for the period of one year thereafter for the conduct of the business of selling alcoholic liquor in the premises described in such revoked license or in any other business establishment within the city. Such revocation, however, shall not affect or apply to new or different owners of those premises, provided that the person or persons whose license has been revoked is (are) or do (does) not remain a beneficial owner or owners or any operator or operators of said premises.

Section 8. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-24, Sale of Kegs, of the Prospect Heights City Code, as amended, is hereby stricken in its entirety.

Section 7. That Title 2, Business & License Regulation, Chapter 3, Liquor Control, Section 2-3-26, Penalties, of the Prospect Heights City Code, as amended, is hereby with deletions in strikethrough and additions in bold underline text so that the same shall be read as follows:

2-3-26: PENALTIES:

- A. The penalties for a violation of any licensing provision of this chapter or any condition of a license issued under this chapter shall be the maximum allowed under section 7-5 of the Illinois Liquor Control Act of 1934, as amended, 235 Illinois Compiled Statutes 5/7-5.
- B. The penalty for violation of the social host provisions of this chapter shall be a fine **no less than two hundred fifty dollars (\$250.00) and** not to exceed one thousand dollars (\$1,000.00).

Section 9. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and APPROVED this ____ day of _____, 2017.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: _____, 2017

Proposed License Scheme after Amendatory Ordinance

| Class | Brief Description | Annual Fee | Limitation On Number | Monday Through Thursday | Friday | Saturday | Sunday |
|---------------|---|-------------|----------------------|----------------------------------|---------------------------------|-------------------------------|----------------------------------|
| A | Restaurant and Hotel, full liquor | \$3,300 .00 | 15 | 8:00 A.M. to 12:00 midnight | 8:00 A.M. to 1:00 A.M. Saturday | 8:00 A.M. to 1:00 A.M. Sunday | 9:00 A.M. to 1:00 A.M. following |
| Late Hour-2 | Add-on license to Class A, permits later hours of sale | 1,100 .00 | 0 | 8:00 A.M. to 2:00 A.M. following | 8:00 A.M. to 2:00 A.M. Saturday | 8:00 A.M. to 2:00 A.M. Sunday | 9:00 A.M. to 2:00 A.M. following |
| Late Hour - 4 | Add-on license to Class A, permits sale until 4:00 A.M. | 1,500.00 | 2 ¹ | 8:00 A.M. to 4:00 A.M. following | 8:00 A.M. to 4:00 A.M. Saturday | 8:00 A.M. to 4:00 A.M. Sunday | 9:00 A.M. to 3:00 A.M. following |
| B | Package sales, full liquor | 2,200 .00 | 7 | 8:00 A.M. to 12:00 midnight | 8:00 A.M. to 12:00 midnight | 8:00 A.M. to 12:00 midnight | 9:00 A.M. to 12:00 midnight |
| B-1 | Packaged sales, beer and wine | 1,925 .00 | 3 | 11:00 A.M. to 12:00 midnight | 11:00 A.M. to 12:00 | 8:00 A.M. to 12:00 | 9:00 A.M. to 12:00 |

| | from convenience stores, Midnight | | | | | midnight | midnight | midnight |
|-------|---|--|---|--|----------------------------------|---------------------------------|-------------------------------|-----------------------------------|
| B-2 | Packaged sales, beer and wine from convenience stores, 2 AM | 2,200 .00 | 1 | | 8:00 A.M. to 2:00 A.M. following | 8:00 A.M. to 2:00 A.M. Saturday | 8:00 A.M. to 2:00 A.M. Sunday | 12:00 noon to 2:00 A.M. following |
| B-3 | Packaged sales, full liquor from grocery stores | 2,200.00 | 1 | | 7:00 A.M. to 12:00 midnight | 7:00 A.M. to 12:00 midnight | 7:00 A.M. to 12:00 midnight | 7:00 A.M. to 12:00 midnight |
| C | Public golf course | 0 | 1 | | 8:00 A.M. to 2:00 A.M. following | 8:00 A.M. to 3:00 A.M. Saturday | 8:00 A.M. to 3:00 A.M. Sunday | 11:00 A.M. to 2:00 A.M. following |
| Daily | | \$55.00 fee plus \$100.00 to \$1,000.00 deposit ² | | | | | | |

Notes:

1. No new Late Hour-4 licenses shall be issued to any individual, corporation, or partnership other than those holding such licenses as of April 24, 2017, and such may be renewed for on the business currently using that license. At such time as any current holder of such

license surrenders it or fails to renew it, or it is revoked or renewal denied, the number of Class A-2 licenses permitted shall be reduced accordingly.

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

CLASSIFICATION OF LICENSES

Class A Licenses (Combined A and C Classes)

- **Class A:** Class A licenses shall authorize the retail sale of alcoholic liquor in restaurants and hotels only, for consumption on the premises where sold. If the premises is a hotel, packaged liquor may be sold to guests of the hotel. For restaurants, such licenses may be issued and retained by those establishments which:
 - Have a seating capacity at tables for a minimum of thirty (30) persons for food services; and
 - Offer their patrons meals.

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

- **Class Late Hour - 2:** Is an add-on license to Class A which permits sale until 2:00 AM every day. Holder must possess a Class A license.
- **Class Late Hour - 4:** Is an add-on license to Class A which permits sale until 4:00 AM Monday through Saturday and 3:00 AM Sunday. Holder must possess a Class A license. This class is intended to grandfather holders of Class A-2 and A-3. No new Class A-2 licenses shall be issued to any individual, corporation, or partnership other than those holding Class A-2 and A-3 licenses prior to the effective date of this amendatory ordinance. Late Hour-4 may be renewed only by current licensees. At such time as any current holder of such license surrenders it or fails to renew it, or it is revoked or renewal denied, the number of Late Hour-4 licenses permitted shall be reduced accordingly.

Class B Licenses

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

- **Class B-1:** Class B-1 licenses shall authorize the retail sale of wine and beer, but not for consumption on the premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises.
- **Class B-2:** Class B-2 licenses shall authorize the retail sale of wine and beer, but not for consumption on premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale at retail of packaged foods and/or convenience items to be carried out from the premises, during hours of operation which differ from the B-1 classification.
- **Class B-3 (Grocery Stores):** Class B-3 licenses shall authorize the retail sale of alcoholic liquor by grocery stores not for consumption on the premises where sold. The said sale of alcoholic liquor is carried out on premises which are used primarily for the sale of groceries and related goods to be carried out from the premises.

Class C License (Old Class D)

- **Class C:** Class C licenses shall authorize the retail sale of alcoholic liquor for consumption on public golf course premises.

Week of August 21 – September 1, 2017

Plaza Drive – Status Update:

Plaza Drive is a private drive located between Palatine Road to the north and Apple Drive to the south, Palwaukee Plaza to the east and Country Pines HOA on the west. Plaza Drive is in a state of deterioration and in need of reconstruction. For years the owners of the road have wanted the City to take over the road and reconstruct it and provide the ongoing maintenance of the road. The City held the position that if the owners would reconstruct the entire road to City standards then the City would be amenable to accepting a dedication of the entire road from the owners.

The City initiated enforcement actions with Country Pines HOA and PABCOR in the spring due to the deteriorated condition. Country Pines HOA has been responsive to the order and has been working with Staff in reviewing their plans and proposals. Steve Berecz has reviewed the current plan from Glander Paving and has found the plan to be in conformance with City requirements. All five owners of the Country Pines HOA have committed to the project. The HOA representative then met with PABCOR to discuss their participation in doing the project. PABCOR refused to participate and fix their portion of the road. Country Pines HOA approached the City schedule a meeting with PABCOR.

The Mayor, Administrator and Director Peterson met with PABCOR to discuss the project. They expressed a slight willingness to participate but would not commit the project. They stated that they believed the City should participate in the project. It was discussed that if the work was completed and dedicated to the City that the City would have all the future expense. The City offered to work with them on getting additional signage and access which was not accepted.

The City has been exploring possible ways to facilitate an agreement between the parties and get the road reconstructed and safe for all users. One possible solution would be for the City to participate in the process by performing the necessary plat and legal work for the dedication of the road way to the City. The estimated for plat worked from GHA is \$10,000. Still waiting on an estimate from legal, but expect the cost would be approximately \$15,000. Approximately 15% of the estimated \$100,000 cost to reconstruct the road. As this is an unbudgeted expense, where can the City secure the money to perform the work?

There are two possible options for securing the funding. One is the possible use of TIF money that is available in TIF 2. The use of funding from one TIF (TIF 2) for a road improvement in an adjacent TIF (TIF 1) would require investigation and a recommendation from the TIF consultant as well as legal.

The second option would be to dedicate resources from another account in the City. Maybe the capital improvement fund as the City is realizing a significant savings in the storm sewer program. Or possible use of fund balance resources.

Staff will be seeking direction from Council so that we can move forward to facilitate and agreement to get Plaza Drive reconstructed.

Time to complete this work this season is quickly fading. Should the Council choose to not participate as a partner in this project, then City staff will be forced to step up enforcement of the property standards code to force compliance. Issuing citations and court action will be a likely result.

Attached Documents:

1. June 14, 2014 memo from Steve Berecz
2. Estimate from Glander Paving



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

Memorandum

To: Ken Lopez, City Administrator
From: Steven D. Berecz, City Engineer

Re: Plaza Drive – Roadway Reconstruction
Preliminary Opinion of Probable Cost
Palatine Road frontage to Apple Drive
Date: June 4, 2014

I conducted a brief field review of the pavement condition on Plaza Drive from the frontage road on Palatine Road to Apple Drive. The length of this road segment is approximately 560 feet long by around 28 feet wide. No pavement cores or borings have been taken and if the project moves forward into design, I recommend that such be taken. It is my opinion that the most logical course of repair would be full depth roadway reconstruction, as the visible pavement distresses are quite severe. Attached to the memorandum is an aerial exhibit showing the general limits of this possible work.

As a conceptual construction cost estimate is:

| | | |
|--|--------------------|-----------------|
| • Full length curb & gutter removal | 1,100 feet | \$5,500 |
| • Full depth pavement & subgrade removal | 1,560 square yards | \$31,200 |
| • Full length new curb & gutter | 1,100 feet | \$22,400 |
| • 2" Asphalt Surface | 182 tons | \$15,500 |
| • 6" Asphalt Binder | 547 tons | \$46,500 |
| • 8" stone base | 1,560 square yards | \$23,400 |
| • Storm sewer adjustments and minor repairs | | \$25,000 |
| • No sidewalk, no water main repairs, no full length storm sewer repairs | | |
| • Subtotal | | \$169,500 |
| • 15% contingency | | <u>\$25,400</u> |
| • Construction Cost Estimate | | \$194,900 |

Also required would be soft costs for design, survey work, attorney fees and construction observation. An estimate of soft costs:

| | |
|---|-----------------|
| • Engineering design & topographic survey collection | \$15,000 |
| • Plat of survey / plat of subdivision / easements as needed (transfer to public) | \$10,000 |
| • Pavement cores / borings | \$4,000 |
| • Attorney fees | \$15,000 |
| • Construction engineering / observation | <u>\$14,000</u> |
| • Soft Costs Total: | \$58,000 |



GLANDER PAVING CO.

Plan for City to take over
pipes, following changes are
needed.

PROPOSAL

If it stays private, I am fine with 4" BINDER, 2" surface.

To: Attn: Marty Rayyan
COUNTRY PINES APARTMENTS
martyrayyan@comcast.net

Date: April 10, 2017
Job Location: Country Pines Apartments
Plaza Drive
Prospect Heights, IL

We propose to furnish all labor, material, equipment, and incidentals required to perform all the work necessary for that part of the construction outlined as follows:

8"
REMOVE & REPLACE PAVEMENT

Remove 6" deep, fine grade/compact existing stone, new 4" binder, 2" surface.

Based on 1,666 sq. yd. \$56,000.00

6" BINDER (two lifts)

ok.

REMOVE & REPLACE CONCRETE CURB

Remove existing B6.12 curbs, replace with new B6.12 curbs.

Based on 1,150 ln. ft. \$41,000.00

TOTAL COST \$97,000.00

plus reset drainage structure & adjust rim to level with
adjusting rings & and mortar

NOTE: Our standard insurance included, additional requirements may be an additional cost.

NOTE: Due to the volatility of asphalt an escalation clause must be added to the contract that work will be based on market price for asphalt at the time of completion. Above price is good for work completed before 7-1-17. There may be additional costs for asphalt escalation if not completed by that date.

Price is based on work completed in the 2017 construction season.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 3 DAYS.

NOTE: NET AMOUNT DUE 30 DAYS AFTER COMPLETION.

Respectfully submitted,

GLANDER PAVING CO.

Tim D. Swift



PROPOSAL

To: Attn: Marty Rayyan
COUNTRY PINES APARTMENTS
martyryan@comcast.net

Date: April 10, 2017
Job Location: Country Pines Apartments
Plaza Drive
Prospect Heights, IL

We propose to furnish all labor, material, equipment, and incidentals required to perform all the work necessary for that part of the construction outlined as follows:

REMOVE & REPLACE PAVEMENT

Remove 6" deep, fine grade/compact existing stone, new 4" binder, 2" surface.

Based on 1,666 sq. yd..... \$56,000.00

REMOVE & REPLACE CONCRETE CURB

Remove existing B6.12 curbs, replace with new B6.12 curbs.

Based on 1,150 lin. ft..... \$41,000.00

TOTAL COST..... \$97,000.00

NOTE: Our standard insurance included, additional requirements may be an additional cost.

NOTE: Due to the volatility of asphalt an escalation clause must be added to the contract that work will be based on market price for asphalt at the time of completion. Above price is good for work completed before 7-1-17. There may be additional costs for asphalt escalation if not completed by that date.

Price is based on work completed in the 2017 construction season.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 3 DAYS.

NOTE: NET AMOUNT DUE 30 DAYS AFTER COMPLETION.

Respectfully submitted,

GLANDER PAVING CO.

Tim D. Swift

303 North Eric Drive • Palatine, Illinois 60067-2610 • Phone: (847) 358-8810 • Fax: (847) 358-5883

9/11/2017 WARRANT LIST

Checks

| | |
|---|----------------------------|
| General Fund | \$ 138,804.96 |
| Motor Fuel Tax Fund | 178.74 |
| Palatine/Milwaukee Tax Increment Financing District | |
| Tourism District | 122,797.71 |
| Development Fund | |
| Drug Enforcement Agency Fund | |
| Solid Waste Fund | 25,985.62 |
| Special Service Area #1 | |
| Special Service Area #2 | |
| Special Service Area #3 | |
| Special Service Area #4 | |
| Special Service Area #5 | |
| Special Service Area #8 - Levee Wall #37 | |
| Special Service Area-Constr#6(Water Main) | |
| Special Service Area-Debt#6 | |
| Road Construction | |
| Road Construction Debt | |
| Water Fund | 2,854.20 |
| Parking Fund | 41.93 |
| Sanitary Sewer Fund | |
| Road/Building Bond Escrow | 2,421.00 |
| Police Pension | |
| | TOTAL \$ 293,084.16 |

Wire Payments

| | |
|---|----------------------|
| 9/1/2017 PAYROLL POSTING | 137,116.01 |
| AUGUST ILLINOIS MUNICIPAL RETIREMENT FUND | 17,159.10 |
| POLICE PENSION PAYMENTS | 75,085.58 |
| | \$ 522,444.85 |

| GL Account and Title | Net Invoice Amount | Amount Paid | Date Paid |
|--|--------------------|-------------|-----------|
| GENERAL FUND | | | |
| Total GENERAL FUND: | 138,804.96 | 196.00 | |
| MOTOR FUEL TAX FUND | | | |
| Total MOTOR FUEL TAX FUND: | 178.74 | .00 | |
| TOURISM DISTRICT | | | |
| Total TOURISM DISTRICT: | 122,797.71 | .00 | |
| SOLID WASTE DISPOSAL FUND | | | |
| Total SOLID WASTE DISPOSAL FUND: | 25,985.62 | .00 | |
| WATER FUND | | | |
| Total WATER FUND: | 2,854.20 | .00 | |
| PARKING FUND | | | |
| Total PARKING FUND: | 41.93 | .00 | |
| ROAD & BUILDING BOND ESCROW | | | |
| Total ROAD & BUILDING BOND ESCROW: | 2,421.00 | .00 | |
| Grand Totals: | 293,084.16 | 196.00 | |

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| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|---------------------------|----------------|----------------------------|--------------|--------------------|-------------|-----------|
| GENERAL FUND | | | | | | | |
| 01-000-2050 WITH LOCAL 150 UNION | IJOE LOCAL 150 ADMIN | 150 A 090117 | LOCAL 150 ADMIN DUES | 09/01/2017 | 303.91 | .00 | .00 |
| 01-000-2050 WITH LOCAL 150 UNION | IJOE LOCAL 150 MEMBERSHIP | 150 M 090117 | LOCAL 150 MEMBERSHIP DUE | 09/01/2017 | 56.85 | .00 | .00 |
| 01-000-2052 WITHHOLDING POLICE U | METROPOLITAN ALLIANCE OF | 252 09/2017 | MAP #252 DUES | 09/01/2017 | 578.00 | .00 | .00 |
| 01-000-2052 WITHHOLDING POLICE U | METROPOLITAN ALLIANCE OF | 253 09/2017 | MAP #253 DUES | 09/01/2017 | 170.00 | .00 | .00 |
| 01-000-2061 WITHHOLDING FLEX ME | BILL SUERTH | 08222017 | MEDICAL REIMBURSEMENT | 08/22/2017 | 369.54 | .00 | .00 |
| 01-000-2061 WITHHOLDING FLEX ME | MICHAEL STONE | 090717 | MEDICAL REIMBURSEMENT | 09/07/2017 | 101.27 | .00 | .00 |
| Total : | | | | | 1,581.57 | .00 | .00 |
| CITY COUNCIL & BOARDS | | | | | | | |
| 01-310-5300 ALDERMANIC EXPENSE | NICHOLAS J. HELMER | 08232017 | EXPENSE REIMBURSEMENT | 08/23/2017 | 22.47 | .00 | .00 |
| 01-310-7020 EQUIPMENT | RICHARD TIBBITS | 08/07/17 | AV EQUIPMENT REIMBURSEM | 08/07/2017 | 62.97 | .00 | .00 |
| Total CITY COUNCIL & BOARDS: | | | | | 85.44 | .00 | .00 |
| ADMINISTRATION | | | | | | | |
| 01-320-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 09/06/2017 | 3,138.00 | .00 | .00 |
| 01-320-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 09/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 170.00 | .00 | .00 |
| 01-320-5101 AUDIT | LAUTERBACH & AMEN, LLP | 23665 | JULY 2017 SERVICES | 08/19/2017 | 18,750.00 | .00 | .00 |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 22887 | CUSTOM HARDWARE | 08/24/2017 | 1,053.28 | .00 | .00 |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 22915 | OCTOBER SERVICE | 09/01/2017 | 2,720.00 | .00 | .00 |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 22938 | OFFSITE BACKUP - OCTOBER | 09/01/2017 | 650.00 | .00 | .00 |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 22956 | APPRIVER SECURETIDE OCTO | 09/01/2017 | 140.00 | .00 | .00 |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 23006 | TRIP CHARGES AUGUST | 09/01/2017 | 120.00 | .00 | .00 |
| 01-320-5230 WEBSITE | CIVIC PLUS | 168425 | ANNUAL FEES | 08/25/2017 | 6,285.85 | .00 | .00 |
| 01-320-5340 TUITION REIMBURSEME | PATRICK COLVIN | 00082712 | VOID Tuition reimbursement | 08/02/2017 | 189.00- | .00 | .00 |
| 01-320-5410 UTILITIES | COMCAST | 07252017 | INTERNET SERVICE AND LATE | 07/25/2017 | 249.35 | .00 | .00 |
| 01-320-5410 UTILITIES | ILLINOIS-AMERICAN WATER C | 090117 | 401 PIPER LN | 09/01/2017 | 251.15 | .00 | .00 |
| 01-320-5410 UTILITIES | ILLINOIS-AMERICAN WATER C | 09012017 | 401 PIPER LN | 09/01/2017 | 42.93 | .00 | .00 |
| 01-320-5410 UTILITIES | NICOR | 082417 | 94-82-27-000 4 | 08/24/2017 | 18.98 | .00 | .00 |
| 01-320-5410 UTILITIES | NICOR | 20937927877 | 20-93-79-2787 7 | 08/22/2017 | 103.05 | .00 | .00 |
| 01-320-5700 OFFICE SUPPLIES | LOGSDON OFFICE SUPPLY | 9865540004 | 98-65-54-0000 4 | 08/24/2017 | 49.75 | .00 | .00 |
| 01-320-5700 OFFICE SUPPLIES | LOGSDON OFFICE SUPPLY | 1005391-001 | LOGO COPY PAPER | 08/23/2017 | 64.90 | .00 | .00 |
| 01-320-5700 OFFICE SUPPLIES | LOGSDON OFFICE SUPPLY | 1005731-001 | OFFICE SUPPLY - PAPER | 08/29/2017 | 29.20 | .00 | .00 |
| 01-320-5700 OFFICE SUPPLIES | READY PRESS LLC | 1005890-001 | KITCHEN SUPPLIES | 08/30/2017 | 26.14 | .00 | .00 |
| 01-320-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 79751 | ENVELOPES | 08/22/2017 | 155.00 | .00 | .00 |
| 01-320-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 3598161-0 | TONER | 08/28/2017 | 419.25 | .00 | .00 |

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| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-----------------------------------|----------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Total ADMINISTRATION: | | | | | | | |
| BUILDING DEPARTMENT | | | | | | | |
| 01-340-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 09/06/2017 | 4,090.00 | | .00 |
| 01-340-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 09/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 398.00 | | .00 |
| 01-340-5100 PROFESSIONAL SERVICE | JEFFREY L BAUREIS | 22 | ELECTRICAL INSPECTIONS | 08/26/2017 | 3,956.00 | | .00 |
| 01-340-5100 PROFESSIONAL SERVICE | THOMPSON ELEVATOR INSPE | 17-2869 | ELEVATOR INSPECTION | 08/31/2017 | 100.00 | | .00 |
| 01-340-5221 PRINTING | READY PRESS LLC | 79769 | CARBONLESS BLACK INK | 08/25/2017 | 423.00 | | .00 |
| 01-340-5310 MEMBERSHIPS | INTL CODE COUNCIL INC | 3172499 | ANNUAL MEMBERSHIP | 09/10/2017 | 135.00 | | .00 |
| Total BUILDING DEPARTMENT: | | | | | 9,102.00 | | .00 |
| PUBLIC WORKS | | | | | | | |
| 01-350-4100 HEALTH INSURANCE | MOE FUNDS | 2604338 | HEALTH/DENTAL INS PREMIUM | 09/01/2017 | 7,700.00 | | .00 |
| 01-350-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 09/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 324.00 | | .00 |
| 01-350-5020 VEHICLE MAINTENANCE | CHICAGO PARTS AND SOUND, | 351C001121 | SQUADS | 08/25/2017 | 168.56 | | .00 |
| 01-350-5020 VEHICLE MAINTENANCE | CHICAGO PARTS AND SOUND, | 351C001172 | SQUADS | 09/05/2017 | 168.56 | | .00 |
| 01-350-5020 VEHICLE MAINTENANCE | JUST TIRES MP INC. | 525149 | SQUAD TIRES | 09/07/2017 | 422.44 | | .00 |
| 01-350-5020 VEHICLE MAINTENANCE | MENARDS | 476 | VEH MTC SUPPLIES | 08/22/2017 | 19.99 | | .00 |
| 01-350-5103 PROF SERVICES - FORE | TRUGREEN PROCESSING CEN | 71196512 | LAWN SERVICE | 08/16/2017 | 40.00 | | .00 |
| 01-350-5103 PROF SERVICES - FORE | TRUGREEN PROCESSING CEN | 71196571 | LAWN SERVICE | 08/16/2017 | 90.00 | | .00 |
| 01-350-5104 PROF SERVICES - BUILD | ARMARK UNIFORM SERVICES | 2081175233 | UNIFORMS | 08/11/2017 | 190.01 | | .00 |
| 01-350-5104 PROF SERVICES - BUILD | NORTHWEST ELECTRICAL SUP | 1021382 | CITY HALL SUPPLIES | 08/24/2017 | 153.82 | | .00 |
| 01-350-5104 PROF SERVICES - BUILD | TAYLOR PLUMBING INC. | 66714 | BACKFLOW TESTING | 09/06/2017 | 227.90 | | .00 |
| 01-350-5411 WATER AND ELECTRIC | CONSTELLATION NEWENERGY | 1-Y1LVJD | ENERGY/UTILITY CHARGES | 08/06/2017 | 341.85 | | .00 |
| 01-350-5421 DUMP CHARGES | ORANGE CRUSH LLC | 37176 | ENERGY/UTILITY | 08/19/2017 | 242.97 | | .00 |
| 01-350-5610 RENTAL EQUIPMENT | SUNBELT RENTALS, INC. | 08/28/17 | STR STONE/CONCRETE/DUM | 08/25/2017 | 444.50 | | .00 |
| 01-350-5610 RENTAL EQUIPMENT | SUNBELT RENTALS, INC. | 71787470-000 | LATE FEES | 08/28/2017 | 539.71 | | .00 |
| 01-350-5634 STONE & CONCRETE | CJ MATERIALS & RECYCLING L | 14111 | GAS PARKING LOT STRIPER | 08/23/2017 | 30.34 | | .00 |
| 01-350-5710 OPERATING SUPPLIES | ANDERSON LOCK COMPANY L | 0962418 | TRUCK # 843 | 08/30/2017 | 210.80 | | .00 |
| 01-350-5710 OPERATING SUPPLIES | NORTHWEST ELECTRICAL SUP | 17340917 | STANDARD CUT KEY | 08/31/2017 | 20.79 | | .00 |
| 01-350-5710 OPERATING SUPPLIES | NORTHWEST ELECTRICAL SUP | 17341340 | Supplies | 08/24/2017 | 7.90 | | .00 |
| 01-350-5751 GASOLINE | CONSERV/FS INC. | 102006495 | Supplies | 08/26/2017 | 153.82 | | .00 |
| | | | AKROGOLD UNLEADED GAS | 08/15/2017 | 64.86 | | .00 |
| | | | | | 2,411.34 | | .00 |
| Total PUBLIC WORKS: | | | | | 13,973.96 | | .00 |
| PUBLIC SAFETY | | | | | | | |
| 01-360-4100 HEALTH INSURANCE | HMO ILLINOIS | 08182017 | HMO HEALTH INSURANCE Aug/ | 08/18/2017 | 12,769.80 | | .00 |

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| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------------------------------|------------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| 01-360-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 09/06/2017 | 28,760.00 | .00 | |
| 01-360-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 09/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 2,624.00 | .00 | |
| 01-360-5100 PROFESSIONAL SERVICE | MILORAD DERMAN | 082817 | PD REIMBURSEMENT | 08/28/2017 | 65.00 | .00 | |
| 01-360-5100 PROFESSIONAL SERVICE | T.O.P.S. IN DOG TRAINING COR | 19278 | K-9 MAINTENANCE TRAINING | 08/01/2017 | 300.00 | .00 | |
| 01-360-5240 NORTHWEST CENTRAL | NW CENTRAL DISPATCH SYST | 8503 | 10/2017 MEMBER ASSESSMEN | 09/05/2017 | 20,396.75 | .00 | |
| 01-360-5321 AUTO EXPENSE | ILLINOIS SECRETARY OF STAT | 08/29/17 | PD Car registration and plates | 08/29/2017 | 196.00 | .00 | 08/30/2017 |
| 01-360-5321 AUTO EXPENSE | SECRETARY OF STATE | 09072017 | PLATE RENEWAL/TITLE/TRANS | 09/07/2017 | 101.00 | .00 | |
| 01-360-5510 RENTAL EQUIPMENT | PITNEY BOWES | 3101521324 | PD RENTAL EQUIP | 08/31/2017 | 104.01 | .00 | |
| 01-360-5610 EQUIPMENT MAINTENA | B & H PHOTO VIDEO | 130786199 | AV EQUIPMENT | 08/29/2017 | 441.74 | .00 | |
| 01-360-5700 OFFICE SUPPLIES | OFFICE DEPOT INC. | 8464386 | OFFICE SUPPLIES | 08/31/2017 | 147.78 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 24502 | BLAUER POLY ARMORSKIN BA | 08/22/2017 | 42.50 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 24516 | FECH POLYWOOL 4 PKT | 08/22/2017 | 194.85 | .00 | |
| 01-360-7022 POLICE TECH/SAFETY S | SIRCHIE FINGERPRINT LABOR | 0313789-IN | EVIDENCE EQUIPMENT | 08/21/2017 | 235.03 | .00 | |
| Total PUBLIC SAFETY: | | | | | 66,378.26 | 196.00 | |
| REIMBURSABLE EXP | | | | | | | |
| 01-370-4101 RETIREE HEALTH INSUR | NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 09/06/2017 | 8,158.00 | .00 | |
| 01-370-4101 RETIREE HEALTH INSUR | NORTH SUBURBAN EMPLOYEE | 09/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 984.00 | .00 | |
| Total REIMBURSABLE EXP: | | | | | 9,142.00 | .00 | |
| PUBLIC SAFETY CAPITAL OUTLAY | | | | | | | |
| 01-560-7040 VEHICLES - POLICE | MPC COMMUNICATIONS & LIG | 17-1280 | 2017 TAHOE EQUIPMENT | 08/21/2017 | 4,293.90 | .00 | |
| Total PUBLIC SAFETY CAPITAL OUTLAY: | | | | | 4,293.90 | .00 | |
| Total GENERAL FUND: | | | | | 138,804.96 | 196.00 | |

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| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|--------------------|----------------|-------------------|--------------|--------------------|-------------|-----------|
| MOTOR FUEL TAX FUND | | | | | | | |
| EXPENSES | | | | | | | |
| 11-300-5401 SERVICE CHARGE - GEN | CARDMEMBER SERVICE | AUGUST 2017 | LATE FEE/INTEREST | 08/22/2017 | 39.00 | .00 | |
| 11-300-5401 SERVICE CHARGE - GEN | CARDMEMBER SERVICE | AUGUST 2017 | LATE FEE/INTEREST | 08/22/2017 | 139.74 | .00 | |
| Total EXPENSES: | | | | | 178.74 | .00 | |
| Total MOTOR FUEL TAX FUND: | | | | | 178.74 | .00 | |

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| 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 | ILLINOIS-AMERICAN WATER C | 090817 | 700 N MILWAUKEE IRRIG | 09/01/2017 | 373.93 | | .00 |
| 13-300-5108 BEAUTIFICATION | ILLINOIS-AMERICAN WATER C | 09082017 | 1250 S RIVER RD B-IRRG | 09/01/2017 | 557.89 | | .00 |
| 13-300-5108 BEAUTIFICATION | JC LICHT/EPSCO PAINT | 61025237 | TRAFFIC PAINT | 08/14/2017 | 212.51 | | .00 |
| 13-300-5920 GRANT - HOTELS | CROWNE PLAZA | CPN-15 | TOURISM GRANT | 08/31/2017 | 41,693.86 | | .00 |
| 13-300-5920 GRANT - HOTELS | HILTON - CHICAGONORTHBRO | 082317 | TOURISM GRANT | 08/23/2017 | 70,674.11 | | .00 |
| 13-300-5920 GRANT - HOTELS | RAMADA INN | 082917 | TOURISM GRANT | 08/29/2017 | 9,285.41 | | .00 |
| Total EXPENSES: | | | | | 122,797.71 | | .00 |
| Total TOURISM DISTRICT: | | | | | 122,797.71 | | .00 |

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| 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 | 5719 | 10/17 O&M COSTS | 09/01/2017 | 25,985.62 | .00 | |
| Total EXPENSES: | | | | | 25,985.62 | .00 | |
| Total SOLID WASTE DISPOSAL FUND: | | | | | 25,985.62 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 8/29/2017-9/12/2017Page: 7
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| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------------------------------|---------------------------|----------------|---------------------------|--------------|--------------------|-------------|-----------|
| WATER FUND | | | | | | | |
| EXPENSES | | | | | | | |
| 51-300-4100 HEALTH INSURANCE | MOE FUNDS | 2504338 | HEALTH/DENTAL INS PREMIUM | 09/01/2017 | 1,925.00 | .00 | |
| 51-300-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 09/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 58.00 | .00 | |
| 51-300-5050 SYSTEM MAINTENANCE | HD SUPPLY WATERWORKS LT | H630082 | HANDHELD BATTER | 08/23/2017 | 175.00 | .00 | |
| 51-300-5050 SYSTEM MAINTENANCE | METROPOLITAN INDUSTRIES I | 0000325595 | PUMP STATION SERVICE | 08/18/2017 | 213.00 | .00 | |
| 51-300-6200 POSTAGE | FEDEX | 590631485 | SHIPPING | 08/23/2017 | 160.39 | .00 | |
| 51-300-6410 UTILITIES | VERIZON WIRELESS | 9791534944 | SCADA SYSTEM | 08/23/2017 | 40.01 | .00 | |
| 51-300-6412 WATER | VILLAGE OF MOUNT PROSPEC | 2017-0038000 | WATER USAGE | 08/18/2017 | 282.80 | .00 | |
| Total EXPENSES: | | | | | 2,854.20 | .00 | |
| Total WATER FUND: | | | | | 2,854.20 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 8/29/2017-9/12/2017

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| 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 | NICOR | 2024740003 | 20-24-74-0000 3 | 08/24/2017 | 41.93 | .00 | |
| Total EXPENSES: | | | | | 41.93 | .00 | |
| Total PARKING FUND: | | | | | 41.93 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 8/29/2017-9/12/2017Page: 9
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| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|------------------|----------------|-------------|--------------|--------------------|-------------|-----------|
| ROAD & BUILDING BOND ESCROW | | | | | | | |
| 72-000-2310 DEPOSIT ROAD/BUILD | BIG CITY ASPHALT | 17-699R | BOND REFUND | 08/21/2017 | 1,008.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILD | CAROMAYA INC | 17-322B | BOND REFUND | 04/17/2017 | 110.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILD | CROWN CASTLE | 17-117B | BOND REFUND | 04/21/2017 | 481.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILD | MARGARET HIXSON | 17-48B | BOND REFUND | 08/28/2017 | 332.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILD | TOMASZ CITAK | 17-182B | BOND REFUND | 03/30/2017 | 490.00 | .00 | |
| Total : | | | | | 2,421.00 | .00 | |
| Total ROAD & BUILDING BOND ESCROW: | | | | | 2,421.00 | .00 | |
| Grand Totals: | | | | | 293,084.16 | 186.00 | |

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 Amount | Amount Paid | Date Paid |
|--------------------------------------|----------------|---------------------------|--------------|-------------------|--------------------|-------------|-----------|
| ANDERSON LOCK COMPANY L | 0952418 | STANDARD CUT KEY | 08/31/2017 | 01-350-5710 | 7.90 | | |
| Total ANDERSON LOCK COMPANY LTD: | | | | | | | |
| ARAMARK UNIFORM SERVICES | 2081176233 | UNIFORMS | 08/11/2017 | 01-350-5104 | 190.01 | | |
| Total ARAMARK UNIFORM SERVICES, INC: | | | | | | | |
| B & H PHOTO VIDEO | 130786199 | AV EQUIPMENT | 08/29/2017 | 01-350-5610 | 441.74 | | |
| Total B & H PHOTO VIDEO: | | | | | | | |
| BIG CITY ASPHALT | 17-899R | BOND REFUND | 08/21/2017 | 72-000-2310 | 1,008.00 | | |
| Total BIG CITY ASPHALT: | | | | | | | |
| BILL SUERTH | 08222017 | MEDICAL REIMBURSEMENT | 08/22/2017 | 01-000-2061 | 369.54 | | |
| Total BILL SUERTH: | | | | | | | |
| CARDMEMBER SERVICE | AUGUST 2017 | LATE FEE/INTEREST | 08/22/2017 | 11-300-6401 | 39.00 | | |
| CARDMEMBER SERVICE | AUGUST 2017 | LATE FEE/INTEREST | 08/22/2017 | 11-300-6401 | 139.74 | | |
| Total CARDMEMBER SERVICE: | | | | | | | |
| CAROMAYA INC | 17-922B | BOND REFUND | 04/17/2017 | 72-000-2310 | 110.00 | | |
| Total CAROMAYA INC: | | | | | | | |
| CHICAGO PARTS AND SOUND | 351C001121 | SQUADS | 08/25/2017 | 01-350-5020 | 168.56 | | |
| CHICAGO PARTS AND SOUND | 351C001172 | SQUADS | 08/05/2017 | 01-350-5020 | 168.56 | | |
| Total CHICAGO PARTS AND SOUND, LLC: | | | | | | | |
| CIVIC PLUS | 166425 | ANNUAL FEES | 08/25/2017 | 01-320-5230 | 6,285.85 | | |
| Total CIVIC PLUS: | | | | | | | |
| CJ MATERIALS & RECYCLING L | 14111 | TRUCK # 843 | 08/30/2017 | 01-350-5634 | 20.79 | | |
| Total CJ MATERIALS & RECYCLING LLC: | | | | | | | |
| COMCAST | 07252017 | INTERNET SERVICE AND LATE | 07/25/2017 | 01-320-5410 | 249.35 | | |
| Total COMCAST: | | | | | | | |
| CONSERV FS INC. | 102006496 | AKROGOLD UNLEADED GAS | 08/15/2017 | 01-350-5751 | 2411.34 | | |
| Total CONSERV FS INC.: | | | | | | | |
| CONSTELLATION NEWENERGY | 1-Y1LVJR | ENERGY/UTILITY CHARGES | 08/19/2017 | 01-350-5411 | 242.97 | | |
| CONSTELLATION NEWENERGY | 1-Y1LVJR | ENERGY/UTILITY | 08/19/2017 | 01-350-5411 | 444.50 | | |

CITY OF PROSPECT HEIGHTS

Payment Approval Report - By Vendor

Report dates: 8/29/2017-9/12/2017

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| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|----------------|-------------|--------------|-------------------|--------------------|-------------|-----------|
|-------------|----------------|-------------|--------------|-------------------|--------------------|-------------|-----------|

| | | | | | | | |
|----------------------|----------|---------------|------------|-------------|--------|-----|--|
| JC LIGHT/PEPCO PAINT | 61025237 | TRAFFIC PAINT | 09/14/2017 | 13-300-5106 | 212.51 | .00 | |
|----------------------|----------|---------------|------------|-------------|--------|-----|--|

Total JC LIGHT/PEPCO PAINT:

| | |
|--------|-----|
| 212.51 | .00 |
|--------|-----|

JEFFREY L. BAUREIS

22

ELECTRICAL INSPECTIONS

08/26/2017 01-340-5100

| | |
|----------|-----|
| 3,966.00 | .00 |
|----------|-----|

Total JEFFREY L. BAUREIS:

| | |
|----------|-----|
| 3,966.00 | .00 |
|----------|-----|

JG UNIFORMS INC

24502

BLAUER POLY ARMORSKIN BA

08/22/2017 01-360-5741

| | |
|-------|-----|
| 42.50 | .00 |
|-------|-----|

JG UNIFORMS INC

24516

FECH POLYWOOL 4 PKT

08/22/2017 01-360-5741

| | |
|--------|-----|
| 194.85 | .00 |
|--------|-----|

Total JG UNIFORMS INC:

| | |
|--------|-----|
| 237.35 | .00 |
|--------|-----|

JUST TIRES MP INC.

525149

SQUAD TIRES

09/07/2017 01-350-5020

| | |
|--------|-----|
| 422.44 | .00 |
|--------|-----|

Total JUST TIRES MP INC.:

| | |
|--------|-----|
| 422.44 | .00 |
|--------|-----|

LAUTERBACH & AMEN, LLP

23666

JULY 2017 SERVICES

08/19/2017 01-320-5101

| | |
|-----------|-----|
| 18,750.00 | .00 |
|-----------|-----|

Total LAUTERBACH & AMEN, LLP:

| | |
|-----------|-----|
| 18,750.00 | .00 |
|-----------|-----|

LOGSDON OFFICE SUPPLY

1005391-001

LOGO COPY PAPER

08/23/2017 01-320-5700

| | |
|-------|-----|
| 64.90 | .00 |
|-------|-----|

LOGSDON OFFICE SUPPLY

1006731-001

OFFICE SUPPLY - PAPER

08/28/2017 01-320-5700

| | |
|-------|-----|
| 29.20 | .00 |
|-------|-----|

LOGSDON OFFICE SUPPLY

1005880-001

KITCHEN SUPPLIES

08/30/2017 01-320-5700

| | |
|-------|-----|
| 26.14 | .00 |
|-------|-----|

Total LOGSDON OFFICE SUPPLY:

| | |
|--------|-----|
| 120.24 | .00 |
|--------|-----|

MARGARET HIXSON

17-48B

BOND REFUND

08/28/2017 72-000-2310

| | |
|--------|-----|
| 332.00 | .00 |
|--------|-----|

Total MARGARET HIXSON:

| | |
|--------|-----|
| 332.00 | .00 |
|--------|-----|

MENARDS

476

VEH MTC SUPPLIES

08/22/2017 01-350-5020

| | |
|-------|-----|
| 19.99 | .00 |
|-------|-----|

Total MENARDS:

| | |
|-------|-----|
| 19.99 | .00 |
|-------|-----|

METROPOLITAN ALLIANCE OF

252 09/2017

MAP #252 DUES

09/01/2017 01-000-2052

| | |
|--------|-----|
| 578.00 | .00 |
|--------|-----|

METROPOLITAN ALLIANCE OF

253 09/2017

MAP #253 DUES

09/01/2017 01-000-2052

| | |
|--------|-----|
| 170.00 | .00 |
|--------|-----|

Total METROPOLITAN ALLIANCE OF POLICE:

| | |
|--------|-----|
| 748.00 | .00 |
|--------|-----|

METROPOLITAN INDUSTRIES I

0000325656

PUMP STATION SERVICE

08/18/2017 51-300-5050

| | |
|--------|-----|
| 213.00 | .00 |
|--------|-----|

Total METROPOLITAN INDUSTRIES INC:

| | |
|--------|-----|
| 213.00 | .00 |
|--------|-----|

MICHAEL STONE

090717

MEDICAL REIMBURSEMENT

09/07/2017 01-000-2061

| | |
|--------|-----|
| 101.27 | .00 |
|--------|-----|

Total MICHAEL STONE:

| | |
|--------|-----|
| 101.27 | .00 |
|--------|-----|

MILORAD DERMAN

082817

PD REIMBURSEMENT

08/28/2017 01-360-5100

| | |
|-------|-----|
| 65.00 | .00 |
|-------|-----|

Total MILORAD DERMAN:

| | |
|-------|-----|
| 65.00 | .00 |
|-------|-----|

MOE FUNDS

2504338

HEALTH/DENTAL INS PREMIUM

09/01/2017 01-360-4100

| | |
|----------|-----|
| 7,700.00 | .00 |
|----------|-----|

MOE FUNDS

2504338

HEALTH/DENTAL INS PREMIUM

09/01/2017 51-300-4100

| | |
|----------|-----|
| 1,825.00 | .00 |
|----------|-----|

Total MOE FUNDS:

| | |
|----------|-----|
| 9,525.00 | .00 |
|----------|-----|

MPC COMMUNICATIONS & LIG

17-1260

2017 TAHOE EQUIPMENT

08/21/2017 01-560-7040

| | |
|----------|-----|
| 4,293.90 | .00 |
|----------|-----|

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|-------------|----------------|-------------|--------------|-------------------|-----------------|-------------|-----------|
|-------------|----------------|-------------|--------------|-------------------|-----------------|-------------|-----------|

Total MPC COMMUNICATIONS & LIGHTING INC:

| | | | | | | | |
|---------------------------|----------|-----------------------|------------|-------------|-------|-------|-----|
| NICHOLAS J. HELMER | 08232017 | EXPENSE REIMBURSEMENT | 08/23/2017 | 01-310-5300 | 22.47 | 22.47 | .00 |
| Total NICHOLAS J. HELMER: | | | | | | 22.47 | .00 |

Total NICOR:

| | | | | | | | |
|--------------|-------------|-----------------|------------|-------------|--------|--------|-----|
| NICOR | 082417 | 94-82-27-000 4 | 08/24/2017 | 01-320-5410 | 18.98 | 18.98 | .00 |
| NICOR | 2024740003 | 20-24-74-0000 3 | 08/24/2017 | 52-300-5410 | 41.83 | 41.83 | .00 |
| NICOR | 20837827877 | 20-83-78-2787 7 | 08/22/2017 | 01-320-5410 | 103.05 | 103.05 | .00 |
| NICOR | 98855440004 | 98-85-54-0000 4 | 08/24/2017 | 01-320-5410 | 49.76 | 49.76 | .00 |
| Total NICOR: | | | | | | 213.71 | .00 |

Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:

| | | | | | | | |
|-------------------------|----------|---------------------------|------------|-------------|-----------|-----------|-----|
| NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 08/06/2017 | 01-320-4100 | 3,138.00 | 3,138.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 09/06/2017 | 01-340-4100 | 4,080.00 | 4,080.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 09/06/2017 | 01-360-4100 | 28,760.00 | 28,760.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08312017 | Medical Insurance Expense | 09/06/2017 | 01-370-4101 | 8,158.00 | 8,158.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 01-320-4100 | 170.00 | 170.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 01-340-4100 | 398.00 | 398.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 01-360-4100 | 2,624.00 | 2,624.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 01-350-4100 | 324.00 | 324.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 51-300-4100 | 58.00 | 58.00 | .00 |
| NORTH SUBURBAN EMPLOYEE | 08/17 | DENTAL & VISION INSURANCE | 09/01/2017 | 01-370-4101 | 984.00 | 984.00 | .00 |

Total NORTHWEST ELECTRICAL SUPPLY CO:

| | | | | | | | |
|---------------------------------------|----------|--------------------|------------|-------------|--------|--------|-----|
| NORTHWEST ELECTRICAL SUP | 1021392 | CITY HALL SUPPLIES | 08/24/2017 | 01-350-5104 | 153.82 | 153.82 | .00 |
| NORTHWEST ELECTRICAL SUP | 17340817 | Supplies | 08/24/2017 | 01-350-5710 | 163.82 | 163.82 | .00 |
| NORTHWEST ELECTRICAL SUP | 17341340 | Supplies | 08/26/2017 | 01-350-5710 | 64.86 | 64.86 | .00 |
| Total NORTHWEST ELECTRICAL SUPPLY CO: | | | | | | 372.50 | .00 |

Total NW CENTRAL DISPATCH SYSTEM:

| | | | | | | | |
|-----------------------------------|------|--------------------------|------------|-------------|-----------|-----------|-----|
| NW CENTRAL DISPATCH SYST | 8503 | 10/2017 MEMBER ASSESSMEN | 09/05/2017 | 01-360-5240 | 20,396.75 | 20,396.75 | .00 |
| Total NW CENTRAL DISPATCH SYSTEM: | | | | | | 20,396.75 | .00 |

OFFICE DEPOT INC.

| | | | | | | |
|---------|-----------------|------------|-------------|--------|--------|-----|
| 8484386 | OFFICE SUPPLIES | 08/31/2017 | 01-360-5700 | 147.78 | 147.78 | .00 |
|---------|-----------------|------------|-------------|--------|--------|-----|

Total OFFICE DEPOT INC:

| | | | | | | |
|-------|------------------------|------------|-------------|--------|--------|-----|
| 37176 | STR STONE/CONCRETE/DUM | 08/25/2017 | 01-350-5421 | 539.71 | 539.71 | .00 |
|-------|------------------------|------------|-------------|--------|--------|-----|

Total ORANGE CRUSH LLC:

| | | | | | | |
|----------|----------------------------|------------|-------------|--------|--------|-----|
| 00082712 | VOID Tuition reimbursement | 08/02/2017 | 01-320-5340 | 189.00 | 189.00 | .00 |
|----------|----------------------------|------------|-------------|--------|--------|-----|

Total PATRICK COLVIN:

| | | | | | | |
|------------|-----------------|------------|-------------|--------|--------|-----|
| 3101521324 | PD RENTAL EQUIP | 08/31/2017 | 01-360-5510 | 104.01 | 104.01 | .00 |
|------------|-----------------|------------|-------------|--------|--------|-----|

PITNEY BOWES

| | | | | | | |
|--------|---------------|------------|-------------|----------|----------|-----|
| 082817 | TOURISM GRANT | 08/29/2017 | 13-300-5820 | 9,286.41 | 9,286.41 | .00 |
|--------|---------------|------------|-------------|----------|----------|-----|

Total PITNEY BOWES:

| | | | | | | |
|-------|-----------|------------|-------------|--------|--------|-----|
| 79751 | ENVELOPES | 08/22/2017 | 01-320-5700 | 155.00 | 155.00 | .00 |
|-------|-----------|------------|-------------|--------|--------|-----|

Total RAMADA INN:

| | | | | | | |
|--------|---------------|------------|-------------|----------|----------|-----|
| 082817 | TOURISM GRANT | 08/29/2017 | 13-300-5820 | 9,286.41 | 9,286.41 | .00 |
|--------|---------------|------------|-------------|----------|----------|-----|

READY PRESS LLC

| | | | | | | |
|-------|-----------|------------|-------------|--------|--------|-----|
| 79751 | ENVELOPES | 08/22/2017 | 01-320-5700 | 155.00 | 155.00 | .00 |
|-------|-----------|------------|-------------|--------|--------|-----|

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|----------------|---------------------------|--------------|-------------------|-----------------|-------------|-----------|
| READY PRESS LLC | 79766 | CARBONLESS BLACK INK | 08/25/2017 | 01-340-6221 | 423.00 | .00 | |
| Total READY PRESS LLC: | | | | | | | |
| RICHARD TIBBTS | 08/07/17 | AV EQUIPMENT REIMBURSEM | 08/07/2017 | 01-310-7020 | 62.97 | .00 | |
| Total RICHARD TIBBTS: | | | | | | | |
| SECRETARY OF STATE | 08072017 | PLATE RENEWAL/TITLE/TRANS | 08/07/2017 | 01-360-5321 | 101.00 | .00 | |
| Total SECRETARY OF STATE: | | | | | | | |
| SIRCHIE FINGERPRINT LABOR | 0313798-IN | EVIDENCE EQUIPMENT | 08/21/2017 | 01-380-7022 | 235.03 | .00 | |
| Total SIRCHIE FINGERPRINT LABORATORIES LLC: | | | | | | | |
| SOLID WASTE AGENCY | 5719 | 10/17 O&M COSTS | 09/01/2017 | 17-300-5420 | 25,985.62 | .00 | |
| Total SOLID WASTE AGENCY: | | | | | | | |
| SUNBELT RENTALS, INC. | 08/28/17 | LATE FEES | 08/28/2017 | 01-350-5510 | 30.34 | .00 | |
| SUNBELT RENTALS, INC. | 71787470-000 | GAS PARKING LOT STRIPER | 08/23/2017 | 01-350-5510 | 210.60 | .00 | |
| Total SUNBELT RENTALS, INC.: | | | | | | | |
| T.O.P.S. IN DOG TRAINING COR | 19278 | K-9 MAINTENANCE TRAINING | 08/01/2017 | 01-380-5100 | 300.00 | .00 | |
| Total T.O.P.S. IN DOG TRAINING CORP.: | | | | | | | |
| TAYLOR PLUMBING INC. | 65714 | BACKFLOW TESTING | 08/08/2017 | 01-350-5104 | 227.90 | .00 | |
| TAYLOR PLUMBING INC. | 65715 | BACKFLOW TESTING | 08/08/2017 | 01-350-5104 | 341.85 | .00 | |
| Total TAYLOR PLUMBING INC.: | | | | | | | |
| THOMPSON ELEVATOR INSPE | 17-2869 | ELEVATOR INSPECTION | 08/31/2017 | 01-340-5100 | 100.00 | .00 | |
| Total THOMPSON ELEVATOR INSPECT SVC, INC.: | | | | | | | |
| TOMASZ CITAK | 17-182B | BOND REFUND | 03/30/2017 | 72-000-2310 | 480.00 | .00 | |
| Total TOMASZ CITAK: | | | | | | | |
| TRUGREEN PROCESSING CEN | 71196512 | LAWN SERVICE | 08/16/2017 | 01-350-5103 | 40.00 | .00 | |
| TRUGREEN PROCESSING CEN | 71196571 | LAWN SERVICE | 08/16/2017 | 01-350-5103 | 90.00 | .00 | |
| Total TRUGREEN PROCESSING CENTER: | | | | | | | |
| VERIZON WIRELESS | 9791534944 | SCADA SYSTEM | 08/23/2017 | 51-300-5410 | 40.01 | .00 | |
| Total VERIZON WIRELESS: | | | | | | | |
| VILLAGE OF MOUNT PROSPEC | 2017-0038000 | WATER USAGE | 08/18/2017 | 51-300-5412 | 282.80 | .00 | |
| Total VILLAGE OF MOUNT PROSPEC: | | | | | | | |
| WAREHOUSE DIRECT OFFICE | 3598161-0 | TONER | 08/28/2017 | 01-320-5700 | 419.25 | .00 | |

Report dates: 8/28/2017-9/12/2017

Sep 08, 2017 09:50AM

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|-------------|----------------|-------------|--------------|-------------------|-----------------|-------------|-----------|
|-------------|----------------|-------------|--------------|-------------------|-----------------|-------------|-----------|

Total WAREHOUSE DIRECT OFFICE PROD INC:

418.25

.00

Grand Totals:

293,084.16

188.00

Dated:

Mayor:

City Council:

City Recorder:

Report Criteria:

Detail report:

Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.