



PUBLIC NOTICE

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

**THE SPECIAL WORKSHOP MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
PROSPECT HEIGHTS WILL BE HELD ON WEDNESDAY,
SEPTEMBER 16, 2015 AT 6:30 PM**

**IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL
8 NORTH ELMHUST 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. PLEDGE OF ALLEGIANCE – Led by Treasurer Tibbits**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES –**
 - A. August 24, 2015 City Council Regular Meeting Minutes**

5. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS

Proclamation for Constitution Week – Mayor Helmer

6. APPOINTMENTS AND CONFIRMATIONS

B. Appointment of Peter J. Hahn to the Natural Resources Commission

7. CITIZEN CONCERNS AND COMMENTS (agenda matters)

8. STAFF AND ELECTED OFFICIALS REPORTS

Staff –

Treasurer's Report – Finance Director Hannon

City Clerk Morgan-Adams –

Water Committee Report

City Alderman Messer - Ward 1

City Alderman Rosenthal - Ward 2 –

Status Report of Website Improvement Program

City Alderman Williamson - Ward 3

City Alderman Ludvigsen – Ward 4

City Alderman Derwin – Ward 5

City Treasurer Tibbits

Mayor Helmer

9. OLD BUSINESS

C. Consideration of Ordinance RE: Sale of City-Owned Piper Lane Property (Workshop Item, 1st Reading)

D. Report of the City Engineer Concerning Status of Globetrotters Engineering Evaluation of Hillcrest Lake

E. Consideration and Discussion of Low Bid of Chicagoland paving for House Demolition and Construction of Municipal Parking Lot on Camp McDonald Road

10. NEW BUSINESS

F. Planning/Zoning Board of Appeals Report and Recommendation and Consideration of Special Use Ordinance for Library Parking Lot.

G. Resolution for Final Plat Approval-Lot Consolidation for the Prospect Heights Library

H. Resolution RE: A Resolution Authorizing the Mayor to Execute a Plat of Subdivision for Unincorporated Property in Northfield Township for the Provenance Subdivision

I. Report Regarding Status of Old Town Sanitary District and City Response (Workshop Item)

J. Discussion and Selection of Workshop Items for October 12, 2015 City Council Regular Workshop Meeting.

11. APPROVAL OF BILLS

K. Approval of Warrants

General Fund	\$432,744.18
MFT Fund	\$3,434.27
Palatine/Milwaukee TIF	\$33,832.80
Tourism District	\$2,880.00
Development Fund	\$0.00
DEA Fund	\$134,027.33
Solid Waste Fund	\$29,289.00
SS Area #1	\$0.00
SS Area #2	\$0.00
SS Area #3	\$0.00
SS Area #4	\$0.00
SS Area #5	\$30.43
SS Area #8 – Levee Wall #37	\$137.50
SS Area-Constr #6 (Water Main)	\$0.00
SS Area- Debt #6	\$0.00
Road Construction	\$
Road Construction Debt	\$0.00
Water Fund	\$27,960.03
Parking Fund	\$2,130.86
Road/Building Bond Escrow	\$29,714.00
TOTAL	\$696,180.40
AUGUST 2015 IMRF PAYMENT	\$17,879.82
AUGUST 2015 POLICE PENSION	\$24,970.01

8/21/15 PAYROLL	\$131,333.83
9/4/15 PAYROLL	\$ 139,370.93
TOTAL WARRANT	\$1,009,734.99

12.RESIDENTS' COMMENTS (Non-agenda matters)

13.EXECUTIVE SESSION

14. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

15. ADJOURNMENT

Posted: by Deputy Clerk Schultheis. by 5 PM, September 11, 2015

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

A Proclamation
CONSTITUTION WEEK

- Whereas,* September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and
- Whereas,* it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and
- Whereas,* it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and
- Whereas,* public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

Now, THEREFORE, I, Mayor Nicholas Helmer, of the City of Prospect Heights, in the State of Illinois, do hereby proclaim September 17 through 23 to be

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the framers of the Constitution had in the year 1787.

I, _____

Nicholas Helmer, Mayor

In Witness Whereof,

have hereunto set my hand
and caused to be affixed the
Seal of the City of Prospect
Heights, Illinois, on this
day of September, 2015.



Mayor Helmer and the City Council

City of Prospect Heights, Illinois

July 27, 2015

Dear Mayor Helmer and Members of the City Council,

I was asked by PHNRC Commissioner Dana Sievertson, to consider becoming a member of the Prospect Heights Natural Resource Committee. Naturally, I said "yes, anything I can do to help out."

My life work has been with the natural environment. Having worked on a golf course since I was 13, I love to work outside. Having a degree in ornamental horticulture, I know the industry with over 40 years of practical hands on experience with soils, drainage, trees, flowers, turf grass, pesticides, fertilizers and crew management. I have conducted numerous golf course improvements mostly done in house by our grounds department, first at Rolling Green in Arlington Hts. and at Ridgemoor Country Club in Chicago where I still work as a groundskeeper. I was the golf course Superintendent at Ridgemoor for 34 years.

My volunteer work began in January of 2015 for the Prospect Heights Natural Resource Commission. I was bike riding through my favorite area when I became aware of the commission and their work. The "slough" as it is now called had a different name when my mother lived on Marion. Back then, it was called the swamp. I have a sentimental attachment to the area in addition to my love of working outside at the slough.

I know I can help the Prospect Heights Natural Resource Commission in many ways. My vision of the slough and other natural areas in Prospect Heights is one of clean running waters, numerous wildlife, native plants and trees, especially oak trees. Hopefully, I will be considered as a member of the Natural Resource Commission.

Thank you, Peter J. Hahn



Prospect Heights Natural Resources Commission
July 13th, 2015

Dear Mayor Helmer and Members of the City Council,

This is to formally request the appointment of Peter Hahn to the position of Commissioner to the Prospect Heights Natural Resources Commission.

Peter has been a loyal and dedicated volunteer to our organization for almost a year now and has proven to be very reliable and dependable. Pete has a deep seated love of nature and caring for the environment. With his 35 years of experience as the Superintendent of the Ridgemoor Country Club, Peter has a vast working knowledge of field work and all things natural. He understands restoration practices and will be a valuable and essential asset as a workday leader and a voice of great experience.

As you know we are currently down two board members from our roster of six. We have voted unanimously within our board to approve his appointment and certainly hope you will do the same. We are looking to add Peter as soon as possible.

Sincerely,

Agnes Wojnarski
Chairperson
PHNRC.

TREASURER'S
REPORT



To: Mayor Nicholas J. Helmer and City Council

From: Stephanie Hannon, Finance Director

Date: August 13, 2015

Re: April 2015 Results

The City has ended the year \$2,576,235 behind last year in net income due a one-time transfer in of non-home rules sales tax to the General fund of \$254,711, multi-year airport sharing revenue of \$475,000, and DECO grant award of \$325,000 in FY2013-14 plus increases in public works expenses related to tree removal, new street signs, sidewalk improvements, and new position - PW Director \$289,975, public safety membership expenses in the Northeastern IL Regional Crime Laboratory, additional officer, additional police pension amount - \$261,271 and capital expenditures related to a property purchase, building and drainage improvements of \$658,504 in FY2014-15.

The City ended the year \$1,645,424 ahead of budget due to \$1,072,926 in less than anticipated capital expenses, \$373,614 in departmental savings and \$113,601 in SSA #9 expenses not be incurred. The City did not purchase \$539,000 in buildings as budgeted, road improvements and drainage projects were paid for through the Road Fund and resulted in \$352,297 in unexpended general funds, and \$100,000 in lighting improvements were not performed, the project is on hold. The departmental savings were in Administration/Council & Boards - \$224,061 in savings is related to less insurance claims than budgeted, hiring of a new computer consultant who has proactively handled systems problems, less AV equipment was purchased than budgeted, and for a 6 month period the Assistant to the City Administrator's position remained vacant and in Engineering, Building & Community Development Departments are \$89,180 less than budget and this is related to engineering expenses being allocated to projects related to other funds and the delay in hiring of a new Community Development Director.



CITY OF PROSPECT HEIGHTS
Monthly Financial Report

Cash Balances

April 2015

City of Prospect Heights
Cash Balances
April 2015

<u>Fund</u>	<u>GL Acct #</u>	<u>Account Name</u>	<u>March 2015</u>	<u>April 2015</u>	<u>Increase/ (Decrease)</u>
General	01-000-1001	PETTY CASH	\$ 1,634	1,634	\$ -
General	01-000-1010	VBt CHECKING ACCOUNT	5,415,603	5,151,280	(264,323)
General	01-000-1022	AIRPORT REVENUE SHARING ACCT	-	-	-
General	01-000-1030	VBt MAX SAFE ACCOUNT	2,037,504	2,038,090	586
General	01-000-1035	IMET CONVENIENCE FUND	1,995	1,995	0
General	01-000-1040	ILLINOIS FUNDS	2,112,586	4,369,682	2,257,096
		Total General Fund	\$ 9,569,322	\$ 11,562,681	\$ 1,993,360
MFT	11-000-1040	ILLINOIS FUNDS	\$ 804,233	\$ 681,008	\$ (123,224)
TIF	12-000-1040	ILLINOIS FUNDS	\$ 1,182,164	\$ 107,814	\$ (1,074,349)
TIF	12-000-1061	US BANK DEBT RESERVE ACCT	522,521	522,524	3
		Total TIF Fund	\$ 1,704,685	\$ 630,338	\$ (1,074,346)
CVB	13-000-1020	VBt MONEY MARKET	\$ 533,528	\$ 597,984	\$ 64,456
Development	14-000-1040	ILLINOIS FUNDS	\$ 451,902	\$ 451,710	\$ (192)
Non-HR Sales Tax	15-000-1040	ILLINOIS FUNDS	\$ -	\$ -	\$ -
DEA Seizure	16-000-1040	ILLINOIS FUNDS	\$ 541,534	\$ 499,960	(41,574)
Solid Waste	17-000-1020	VBt MONEY MARKET	\$ 326,500	\$ 349,531	\$ 23,031
SSA #1	21-000-1040	ILLINOIS FUNDS	\$ 14,852	\$ 2	\$ (14,850)
SSA #2	22-000-1040	ILLINOIS FUNDS	\$ 32,320	\$ 22,397	\$ (9,924)
SSA #3	23-000-1040	ILLINOIS FUNDS	\$ 413,644	\$ 398,148	\$ (15,495)
SSA #4	24-000-1040	ILLINOIS FUNDS	\$ 30,466	\$ 18,603	\$ (11,863)
SSA #5	25-000-1040	ILLINOIS FUNDS	\$ 290,317	\$ 270,816	\$ (19,501)
SSA #6	26-000-1040	ILLINOIS FUNDS	\$ 46,403	\$ 28,443	\$ (17,960)
SSA #8	28-000-1020	ILLINOIS FUNDS	\$ 232,585	\$ 150,099	\$ (82,486)
Road Construction	31-000-1040	ILLINOIS FUNDS	\$ 902,154	\$ 377,660	\$ (524,494)
SSA #6 Debt	46-000-1040	ILLINOIS FUNDS	\$ 184,453	\$ 186,880	\$ 2,427
Water	51-000-1020	VBt MONEY MARKET	\$ 1,037,640	\$ 787,194	\$ (250,446)
Water	51-000-1030	VBt MAX SAFE ACCOUNT	1,024,348	1,024,643	295
		Total Water	\$ 2,061,988	\$ 1,811,837	\$ (250,152)
Parking	52-000-1020	VBt MONEY MARKET	\$ 16,268	\$ 998	\$ (15,270)
Pension	71-000-1020	VBt MONEY MARKET	\$ 242,493	\$ 172,064	\$ (70,429)
Pension	71-000-1052	CHARLES SCHWAB GLOBAL EQUITY	4,922,272	4,714,803	(207,470)
Pension	71-000-1053	CHARLES SCHWAB SPDR S&P 500	1,750,425	1,754,555	4,129
Pension	71-000-1054	CHARLES SCHWAB - BONDS/ASSETS	5,410,814	5,658,509	247,694
		Total Police Pension	\$ 12,326,004	\$ 12,299,929	\$ (26,075)
Road & Builder Bonds	72-000-1020	VBt MONEY MARKET	\$ 71,392	\$ 70,395	\$ (997)
		Total Cash	\$ 30,554,547	\$ 30,409,419	\$ (145,128)
	<u>Rate</u>				
	0.000%	Petty Cash	\$ 1,634	\$ 1,634	\$ -
	0.100%	VBt	7,643,422	7,129,444	(513,978)
	0.100%	VBt - Max Safe	3,061,853	3,062,733	881
	0.010%	Illinois Funds	7,762,131	8,085,746	323,615
	0.410%	IMET	1,995	1,995	0
	0.031%	Charles Schwab	12,083,512	12,127,866	44,354
		Total	\$ 30,554,547	\$ 30,409,419	\$ (145,128)



CITY OF PROSPECT HEIGHTS

Monthly Financial Report

Actuals versus Prior Year and Budget Comparisons

May 2015



CITY OF PROSPECT HEIGHTS

Monthly Financial Report

Revenue, Expense and Net Income Charts

May 2015



CITY OF PROSPECT HEIGHTS
Monthly Financial Report

Cash Balances

May 2015



CITY OF PROSPECT HEIGHTS

Monthly Financial Report

Actuals versus Prior Year and Budget Comparisons

April 2015

City of Prospect Heights
April 2015

Current Year Actuals to Prior Year Actuals Comparison

<u>Account Name</u>	2015 <u>April</u>	Actual 2013-14 <u>Year-to-Date</u>	Actual 2014-15 <u>Year-to-Date</u>	Variance to <u>Prior Year</u>	<u>% Inc/(Dec)</u>
Local Taxes	\$ 467,162	\$ 2,430,903	\$ 2,473,428	\$ 42,525	1.75%
Intergovernmental Revenues	1,028,226	2,868,672	2,700,851	(167,821)	-5.85%
Grant Revenues	12,599	432,761	114,498	(318,263)	-73.54%
Vehicle Stickers	51,820	894,474	764,058	(130,416)	-14.58%
Licenses	601	169,174	168,310	(864)	-0.51%
Franchise Fees	68,289	309,453	327,484	18,031	5.83%
Building & Zoning Fees	41,810	391,375	354,169	(37,206)	-9.51%
Public Safety Fines & Fees	77,383	849,736	755,187	(94,549)	-11.13%
Public Safety Special Revenue	9,942	87,459	49,698	(37,761)	-43.18%
Interfund Service Charges	112,325	1,482,282	1,271,200	(211,082)	-14.24%
Reimbursable Income	66,812	154,457	158,828	4,371	2.83%
Other Revenues	(84,271)	79,199	(118,552)	(197,751)	-249.69%
Interfund Transfer In	-	658,190	403,433	(254,757)	-38.71%
Revenue	\$ 1,852,698	\$ 10,808,134	\$ 9,422,591	\$ (1,385,542)	-12.82%
City Council & Boards	\$ 4,541	\$ 38,676	\$ 47,163	\$ 8,487	21.94%
Administration	145,543	1,065,625	1,079,229	13,604	1.28%
Engineering	20,138	73,607	88,608	15,002	20.38%
Building Department	44,739	450,849	376,451	(74,398)	-16.50%
Public Works	157,409	792,364	1,082,339	289,975	36.60%
Public Safety	542,679	4,084,130	4,345,401	261,271	6.40%
Public Safety Special Revenue	-	3,070	818	(2,252)	-73.36%
Reimbursable Expenses	353	82,307	31,519	(50,787)	-61.71%
Other Expenses	36,182	72,892	162,774	89,883	123.31%
Grant Expense	9,209	132,065	118,780	(13,284)	-10.06%
Debt Service	-	189,812	184,501	(5,311)	-2.80%
Capital Expenses	137,761	214,550	873,054	658,504	306.92%
Interfund Transfer Out	-	-	-	-	0.00%
General Fund Expense	\$ 1,098,552	\$ 7,199,946	\$ 8,390,638	\$ 1,190,692	16.54%
Net Income	\$ 754,146	\$ 3,608,188	\$ 1,031,953	\$ (2,576,235)	-71.40%

City of Prospect Heights

April 2015

Current Year Actuals to Prior Year Actuals Comparison

Account Name	2015 April	Actual 2013-14 Year-to-Date	Actual 2014-15 Year-to-Date	Variance to Prior Year	% Inc/(Dec)
Motor Fuel Tax					
Revenue	\$ 52,804	\$ 571,444	\$ 489,925	\$ (81,518)	-14.27%
Expenses	37,630	430,619	335,379	(95,240)	-22.12%
Net Income	\$ 15,175	\$ 140,824	\$ 154,546	\$ 13,722	9.74%
TIF					
Revenue	\$ 8,616	\$ 630,803	\$ 537,291	\$ (93,512)	-14.82%
Expenses	522,482	613,142	2,142,068	1,528,926	249.36%
Net Income	\$ (513,867)	\$ 17,661	\$ (1,604,777)	\$ (1,622,438)	-9186.53%
Convention and Visitors Bureau					
Revenue	\$ 131,112	\$ 758,800	\$ 777,488	\$ 18,688	2.46%
Expenses	11,700	965,675	942,873	(22,802)	-2.36%
Net Income	\$ 119,412	\$ (206,875)	\$ (165,385)	\$ 41,490	-20.06%
Development Fund					
Revenue	\$ 9	\$ 17,004	\$ 1,482,812	\$ 1,465,807	8620.20%
Expenses	21	248,253	938,510	690,258	278.05%
Net Income	\$ (12)	\$ (231,248)	\$ 544,301	\$ 775,549	-335.38%
NON-HOME RULE SALES TAX FUND					
Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
Expenses	-	254,717	-	(254,717)	-100.00%
Net Income	\$ -	\$ (254,717)	\$ -	\$ 254,717	-100.00%
DEA SEIZURE FUND					
Revenue	\$ 14,774	\$ 296,105	\$ 255,784	\$ (40,321)	-13.62%
Expenses	1,895	102,690	89,496	(13,194)	-12.85%
Net Income	\$ 12,878	\$ 193,415	\$ 166,288	\$ (27,127)	-14.03%
SOLID WASTE FUND					
Revenue	\$ 93,684	\$ 565,447	\$ 562,436	\$ (3,011)	-0.53%
Expense	10,417	529,224	500,601	(28,623)	-5.41%
Net Income	\$ 83,267	\$ 36,223	\$ 61,835	\$ 25,612	70.71%
SSA #1 Fund					
Revenue	\$ 150	\$ 41,102	\$ 23,568	\$ (17,534)	-42.66%
Expense	2,725	32,886	37,384	4,498	13.68%
Net Income	\$ (2,575)	\$ 8,216	\$ (13,816)	\$ (22,032)	-268.15%
SSA #2 FUND					
Income	\$ 1,662	\$ 68,722	\$ 40,020	\$ (28,703)	-41.77%
Expenses	2,500	36,511	39,211	2,700	7.39%
Net Income	\$ (838)	\$ 32,212	\$ 809	\$ (31,403)	-34.37%
SSA #3 FUND					
Revenue	\$ 529	\$ 11,366	\$ 20,800	\$ 9,434	83.00%
Expense	5,200	50,938	50,238	(700)	-1.37%
Net Income	\$ (4,671)	\$ (39,572)	\$ (29,438)	\$ 10,134	-25.61%

City of Prospect Heights
April 2015

Current Year Actuals to Prior Year Actuals Comparison

<u>Account Name</u>	<u>2015</u> <u>April</u>	<u>Actual</u> <u>2013-14</u> <u>Year-to-Date</u>	<u>Actual</u> <u>2014-15</u> <u>Year-to-Date</u>	<u>Variance to</u> <u>Prior Year</u>	<u>% Inc/(Dec)</u>
<u>SSA #4 FUND</u>					
Revenue	\$ 0	\$ 43,866	\$ 31,588	\$ (12,278)	-27.99%
Expenses	3,225	32,936	38,924	5,988	18.18%
Net Income	\$ (3,225)	\$ 10,930	\$ (7,336)	\$ (18,266)	-167.12%
<u>SSA #5 FUND</u>					
Revenue	\$ 47	\$ 3,048	\$ 6,438	\$ 3,389	111.19%
Expenses	6,239	48,965	62,535	13,570	27.71%
Net Income	\$ (6,192)	\$ (45,917)	\$ (56,097)	\$ (10,180)	22.17%
<u>SSA #6 FUND</u>					
Revenue	\$ 1	\$ 20	\$ 8	\$ (12)	-59.24%
Expenses	4,483	55,439	53,610	(1,829)	-3.30%
Net Income	\$ (4,483)	\$ (55,419)	\$ (53,602)	\$ 1,817	-3.28%
<u>SSA #8 FUNDS</u>					
Revenue	\$ 5,517	\$ 255,063	\$ 209,016	\$ (46,047)	-18.05%
Expenses	(87,926)	181,041	149,579	(31,462)	-17.38%
Net Income	\$ 93,443	\$ 74,022	\$ 59,437	(14,585)	-19.70%
<u>ROAD CONSTRUCTION FUND</u>					
Revenue	\$ 27	\$ 746	\$ 100,248	\$ 99,501	13330.14%
Expenses	46,629	4,063,918	996,173	(3,067,745)	-75.49%
Net Income	\$ (46,602)	\$ (4,063,172)	\$ (895,925)	\$ 3,167,247	-77.95%
<u>ROAD CONSTRUCTION DEBT SERVICE</u>					
Revenue	\$ 25,464	\$ 1,251,293	\$ 1,538,321	\$ 287,028	22.94%
Expenses	350	944,214	1,304,056	359,841	38.11%
Net Income	\$ 25,114	\$ 307,079	\$ 234,266	\$ (72,813)	-23.71%
<u>SSA #6 Debt Service</u>					
Revenue	\$ 4,801	\$ 240,042	\$ 252,592	\$ 12,550	5.23%
Expenses	-	234,668	235,203	535	0.23%
Net Income	\$ 4,801	\$ 5,375	\$ 17,389	\$ 12,015	223.54%
<u>WATER FUND</u>					
Revenue	\$ 125,145	\$ 783,579	\$ 774,809	\$ (8,770)	-1.12%
Expenses	207,700	816,233	781,542	(34,691)	-4.25%
Net Income	\$ (82,554)	\$ (32,654)	\$ (6,733)	\$ 25,921	-79.38%
<u>PARKING FUND</u>					
Revenue	\$ 5,958	\$ 65,752	\$ 69,070	\$ 3,318	5.05%
Expenses	38,174	111,931	96,553	(15,378)	-13.74%
Net Income	\$ (32,216)	\$ (46,179)	\$ (27,483)	\$ 18,696	-40.49%
<u>PENSION FUND</u>					
Revenue	\$ 185,630	\$ 1,551,343	\$ 1,599,922	\$ 48,579	3.13%
Expenses	297,274	335,001	790,540	455,540	135.98%
Net Income	\$ (111,643)	\$ 1,216,342	\$ 809,382	\$ (406,960)	-33.46%

City of Prospect Heights
April 2015

Current Year Actuals to Budget Comparison

Account Name	2015	Actual	Budget	Variance to	% Inc/(Dec)
	April	2014-15 Year-to-Date	2014-15 Year-to-Date		
Local Taxes	\$ 467,162	\$ 2,473,428	\$ 2,305,957	\$ 167,471	6.77%
Intergovernmental Revenues	1,028,226	2,700,851	2,713,883	(13,032)	-0.48%
Grant Revenues	12,599	114,498	85,079	29,419	25.69%
Vehicle Stickers	51,820	764,058	686,350	77,708	10.17%
Licenses	601	168,310	160,215	8,095	4.81%
Franchise Fees	68,289	327,484	291,500	35,984	10.99%
Building & Zoning Fees	41,810	354,169	340,000	14,169	4.00%
Public Safety Fines & Fees	77,383	755,187	696,100	59,087	7.82%
Public Safety Special Revenue	9,942	49,698	31,800	17,898	36.01%
Interfund Service Charges	112,325	1,271,200	1,270,200	1,000	0.08%
Reimbursable Income	66,812	158,828	128,353	30,475	19.19%
Other Revenues	(84,271)	(118,552)	166,438	(284,990)	240.39%
Interfund Transfer In	-	403,433	403,433	-	0.00%
Revenue	\$ 1,852,698	\$ 9,422,591	\$ 9,279,308	\$ 143,283	1.52%
City Council & Boards	\$ 4,541	\$ 47,163	\$ 67,087	\$ 19,924	42.25%
Administration	145,543	1,079,229	1,283,366	204,137	18.92%
Engineering	20,138	88,608	134,365	45,757	51.64%
Building Department	44,739	376,451	419,874	43,423	11.53%
Public Works	157,409	1,082,339	1,088,600	6,261	0.58%
Public Safety	542,679	4,345,401	4,336,514	(8,887)	-0.20%
Public Safety Special Revenue	-	818	5,000	4,182	511.25%
Reimbursable Expenses	353	31,519	145,120	113,601	360.42%
Other Expenses	36,182	162,774	181,500	18,726	11.50%
Grant Expense	9,209	118,780	100,684	(18,096)	-15.23%
Debt Service	-	184,501	184,689	188	0.10%
Capital Expenses	137,761	873,054	1,945,980	1,072,926	122.89%
Interfund Transfer Out	-	-	-	-	0.00%
General Fund Expense	\$ 1,098,552	\$ 8,390,638	\$ 9,892,779	\$ 1,502,141	17.90%
Net Income	\$ 754,146	\$ 1,031,953	\$ (613,471)	\$ (1,645,424)	-159.45%

City of Prospect Heights

April 2015

Current Year Actuals to Budget Comparison

Account Name	2015 April	Actual 2014-15 Year-to-Date	Budget 2014-15 Year-to-Date	Variance to Budget	% Inc/(Dec)
Motor Fuel Tax					
Revenue	\$ 52,804	\$ 489,925	\$ 460,317	\$ 29,608	6.04%
Expenses	37,630	335,379	592,200	256,821	76.58%
Net Income	\$ 15,175	\$ 154,546	\$ (131,883)	\$ (286,429)	-185.34%
TIF					
Revenue	\$ 8,616	\$ 537,291	\$ 505,174	\$ 32,117	5.98%
Expenses	522,482	2,142,068	2,321,435	179,367	8.37%
Net Income	\$ (513,867)	\$ (1,604,777)	\$ (1,816,261)	\$ (211,484)	13.18%
Convention and Visitors Bureau					
Revenue	\$ 131,112	\$ 777,488	\$ 700,348	\$ 77,140	9.92%
Expenses	11,700	942,873	1,096,390	153,517	16.28%
Net Income	\$ 119,412	\$ (165,385)	\$ (396,042)	\$ (230,657)	139.47%
Development Fund					
Revenue	\$ 9	\$ 1,482,812	\$ 1,482,760	\$ 52	0.00%
Expenses	21	938,510	1,221,143	282,633	30.12%
Net Income	\$ (12)	\$ 544,301	\$ 261,617	\$ (282,684)	-51.94%
NON-HOME RULE SALES TAX FUND					
Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
Expenses	-	-	-	-	0.00%
Net Income	\$ -	\$ -	\$ -	\$ -	0.00%
DEA SEIZURE FUND					
Revenue	\$ 14,774	\$ 255,784	\$ -	\$ 255,784	100.00%
Expenses	1,895	89,496	122,700	33,204	37.10%
Net Income	\$ 12,878	\$ 166,288	\$ (122,700)	\$ (288,988)	-173.79%
SOLID WASTE FUND					
Revenue	\$ 93,684	\$ 562,436	\$ 567,291	\$ (5,137)	-0.91%
Expense	10,417	500,601	555,640	55,039	10.99%
Net Income	\$ 83,267	\$ 61,835	\$ 11,651	\$ (50,184)	-81.16%
SSA #1 Fund					
Revenue	\$ 150	\$ 23,568	\$ 35,000	\$ (11,432)	-48.51%
Expense	2,725	37,384	37,890	506	1.35%
Net Income	\$ (2,575)	\$ (13,816)	\$ (2,890)	\$ 10,926	-79.08%
SSA #2 FUND					
Income	\$ 1,662	\$ 40,020	\$ 50,002	\$ (9,982)	-24.94%
Expenses	2,500	39,211	39,820	609	1.55%
Net Income	\$ (838)	\$ 809	\$ 10,182	\$ 9,373	-23.39%
SSA #3 FUND					
Revenue	\$ 529	\$ 20,800	\$ 20,439	\$ 361	1.73%
Expense	5,200	50,238	48,705	(1,533)	-3.05%
Net Income	\$ (4,671)	\$ (29,438)	\$ (28,266)	\$ 1,172	-3.98%

City of Prospect Heights
April 2015

Current Year Actuals to Budget Comparison

<u>Account Name</u>	<u>2015 April</u>	<u>Actual 2014-15 Year-to-Date</u>	<u>Budget 2014-15 Year-to-Date</u>	<u>Variance to Budget</u>	<u>% Inc/(Dec)</u>
<u>SSA #4 FUND</u>					
Revenue	\$ 0	\$ 31,588	\$ 37,002	\$ (5,414)	-17.14%
Expenses	3,225	38,924	38,730	(194)	-0.50%
Net Income	\$ (3,225)	\$ (7,336)	\$ (1,728)	\$ 5,608	-76.44%
<u>SSA #5 FUND</u>					
Revenue	\$ 47	\$ 6,438	\$ 5,525	\$ (877)	-13.63%
Expenses	6,239	62,535	67,835	5,300	8.48%
Net Income	\$ (6,192)	\$ (56,097)	\$ (62,310)	\$ (6,213)	11.08%
<u>SSA #6 FUND</u>					
Revenue	\$ 1	\$ 8	\$ 5	\$ 3	39.02%
Expenses	4,483	53,610	53,725	115	0.21%
Net Income	\$ (4,483)	\$ (53,602)	\$ (53,720)	\$ (118)	0.22%
<u>SSA #8 FUNDS</u>					
Revenue	\$ 5,517	\$ 209,016	\$ 200,000	\$ 9,016	4.31%
Expenses	(87,926)	149,579	273,165	123,586	82.62%
Net Income	\$ 93,443	\$ 59,437	\$ (73,165)	(132,602)	-223.10%
<u>ROAD CONSTRUCTION FUND</u>					
Revenue	\$ 27	\$ 100,248	\$ 100,160	\$ 88	0.09%
Expenses	46,629	996,173	1,187,200	191,027	19.18%
Net Income	\$ (46,602)	\$ (895,925)	\$ (1,087,040)	\$ (191,115)	21.33%
<u>ROAD CONSTRUCTION DEBT SERVICE</u>					
Revenue	\$ 25,464	\$ 1,538,321	\$ 1,302,806	\$ 235,515	15.31%
Expenses	350	1,304,056	1,305,506	1,450	0.11%
Net Income	\$ 25,114	\$ 234,266	\$ (2,700)	\$ (236,966)	-101.15%
<u>SSA #6 Debt Service</u>					
Revenue	\$ 4,801	\$ 252,592	\$ 234,778	\$ (17,821)	-7.06%
Expenses	-	235,203	235,203	1	0.00%
Net Income	\$ 4,801	\$ 17,389	\$ (425)	\$ (17,814)	-102.44%
<u>WATER FUND</u>					
Revenue	\$ 125,145	\$ 774,809	\$ 782,026	\$ (7,217)	-0.93%
Expenses	207,700	781,542	840,730	59,188	7.57%
Net Income	\$ (82,554)	\$ (6,733)	\$ (58,704)	\$ (51,971)	771.86%
<u>PARKING FUND</u>					
Revenue	\$ 5,958	\$ 69,070	\$ 64,000	\$ 5,070	7.34%
Expenses	38,174	96,553	102,104	5,551	5.75%
Net Income	\$ (32,216)	\$ (27,483)	\$ (38,104)	\$ (10,621)	38.65%
<u>PENSION FUND</u>					
Revenue	\$ 185,630	\$ 1,599,922	\$ 1,371,395	\$ 228,527	14.28%
Expenses	297,274	790,540	646,730	(143,810)	-18.19%
Net Income	\$ (111,643)	\$ 809,382	\$ 724,665	\$ (84,717)	-10.47%



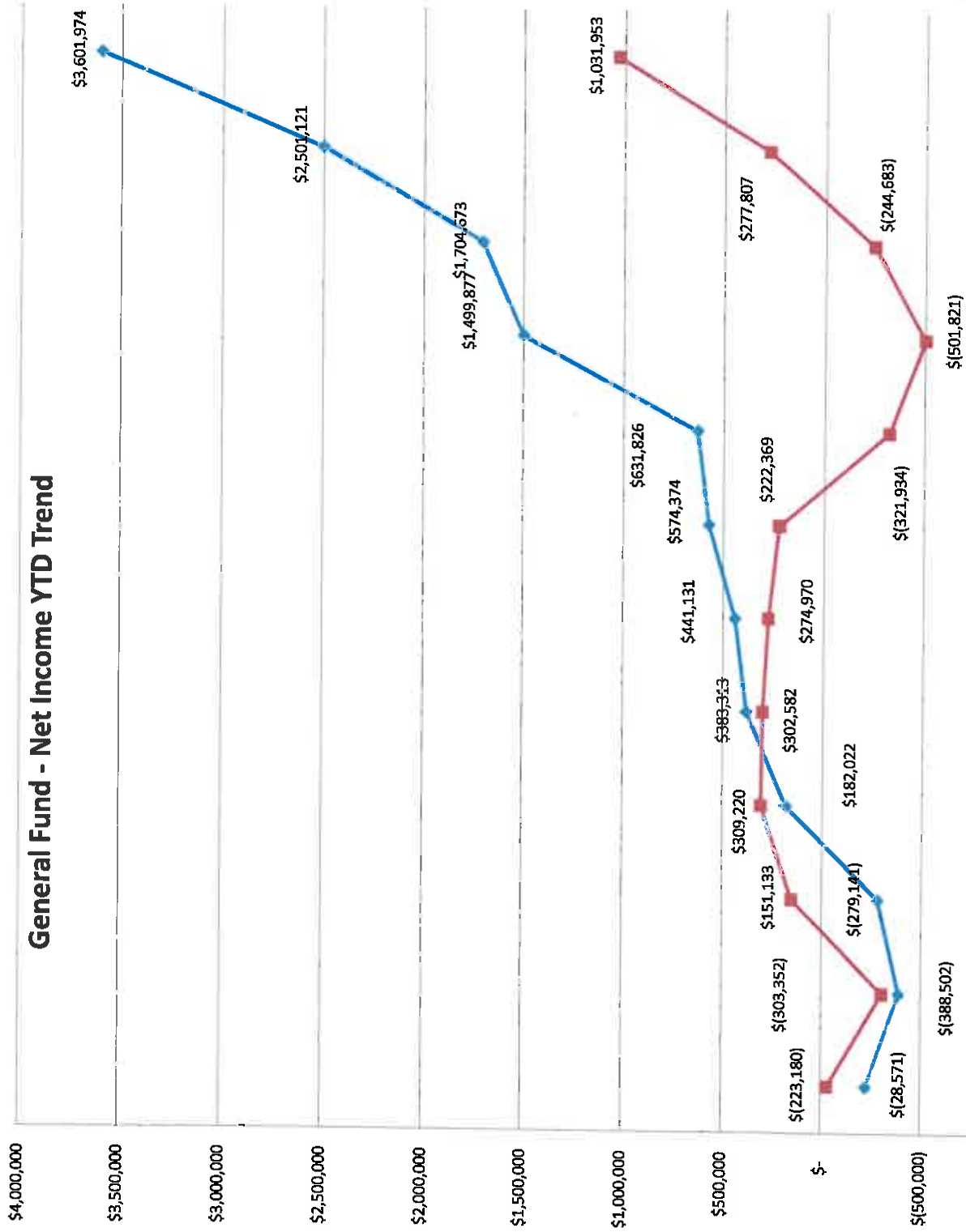
CITY OF PROSPECT HEIGHTS

Monthly Financial Report

Revenue, Expense and Net Income Charts

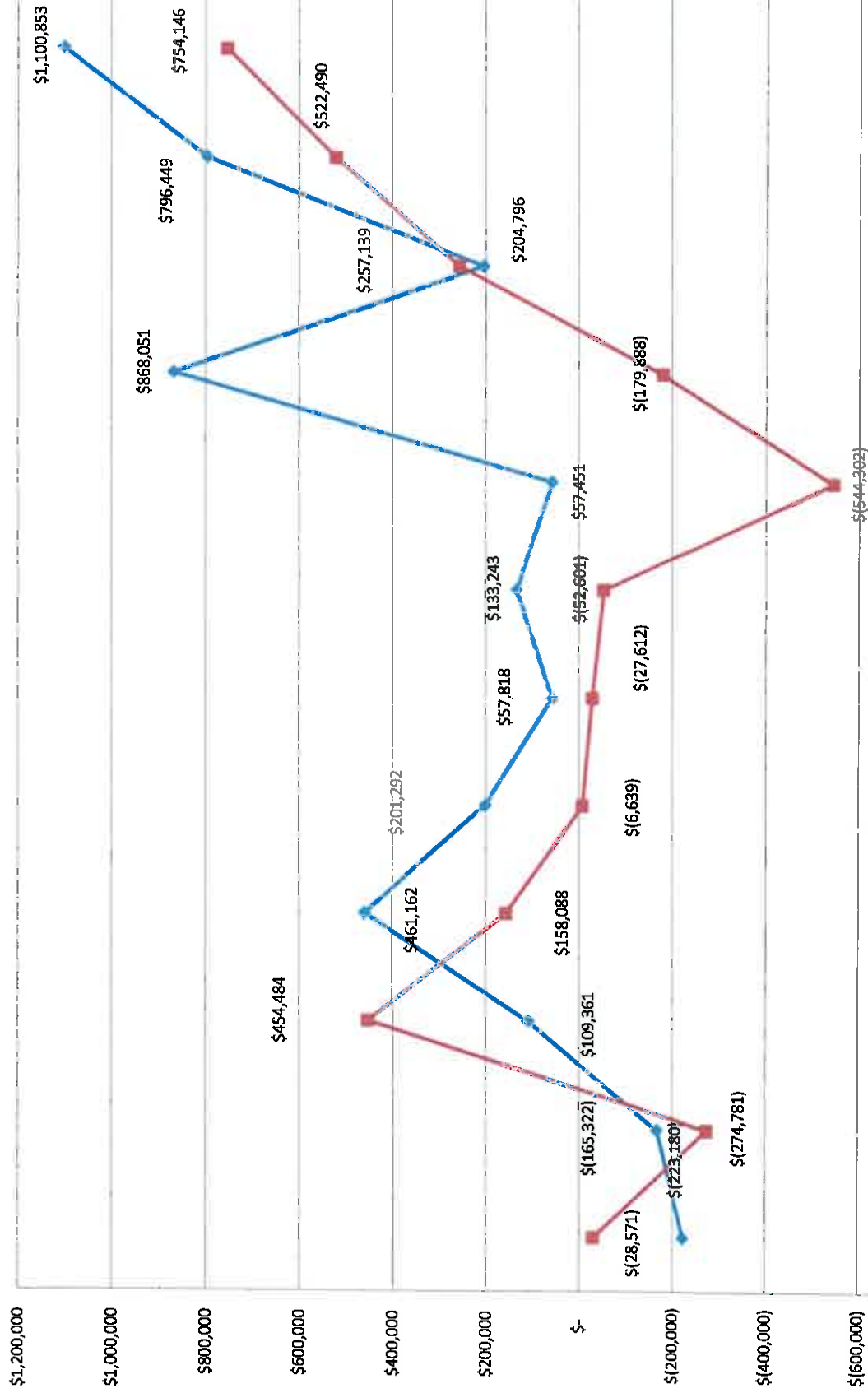
April 2015

General Fund - Net Income YTD Trend



	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Net Income YTD Trend FY2013-2014	\$(223,180)	\$(388,502)	\$(279,141)	\$182,022	\$383,313	\$441,131	\$574,374	\$631,826	\$1,499,877	\$1,704,673	\$2,501,121	\$3,601,974
Net Income YTD Trend FY2014-2015	\$(28,571)	\$(303,352)	\$(151,133)	\$309,220	\$302,582	\$274,970	\$222,369	\$(321,934)	\$(501,821)	\$(244,683)	\$277,807	\$1,031,953

General Fund - Net Income Monthly Totals



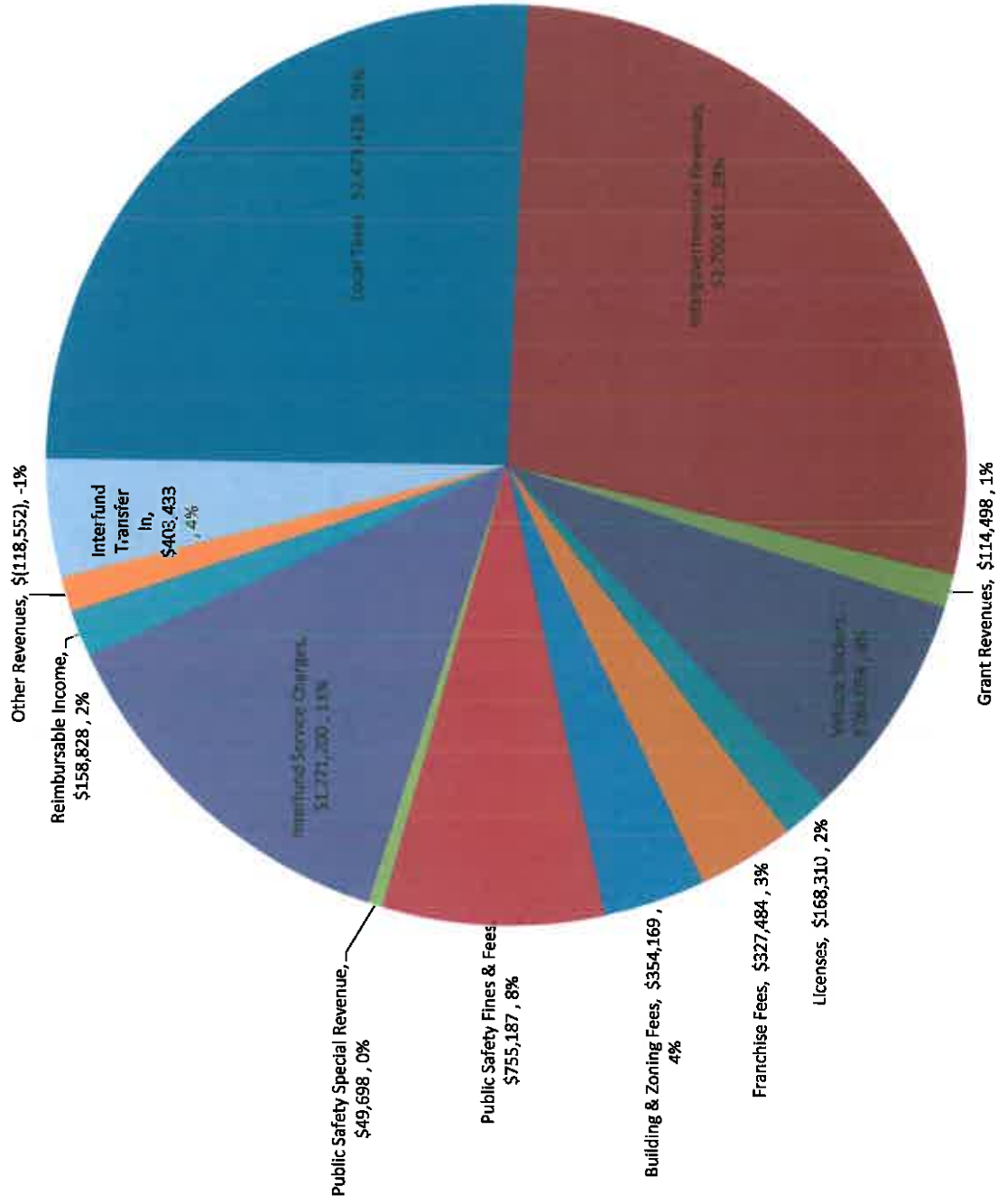
\$(800,000)

FY2013-2014

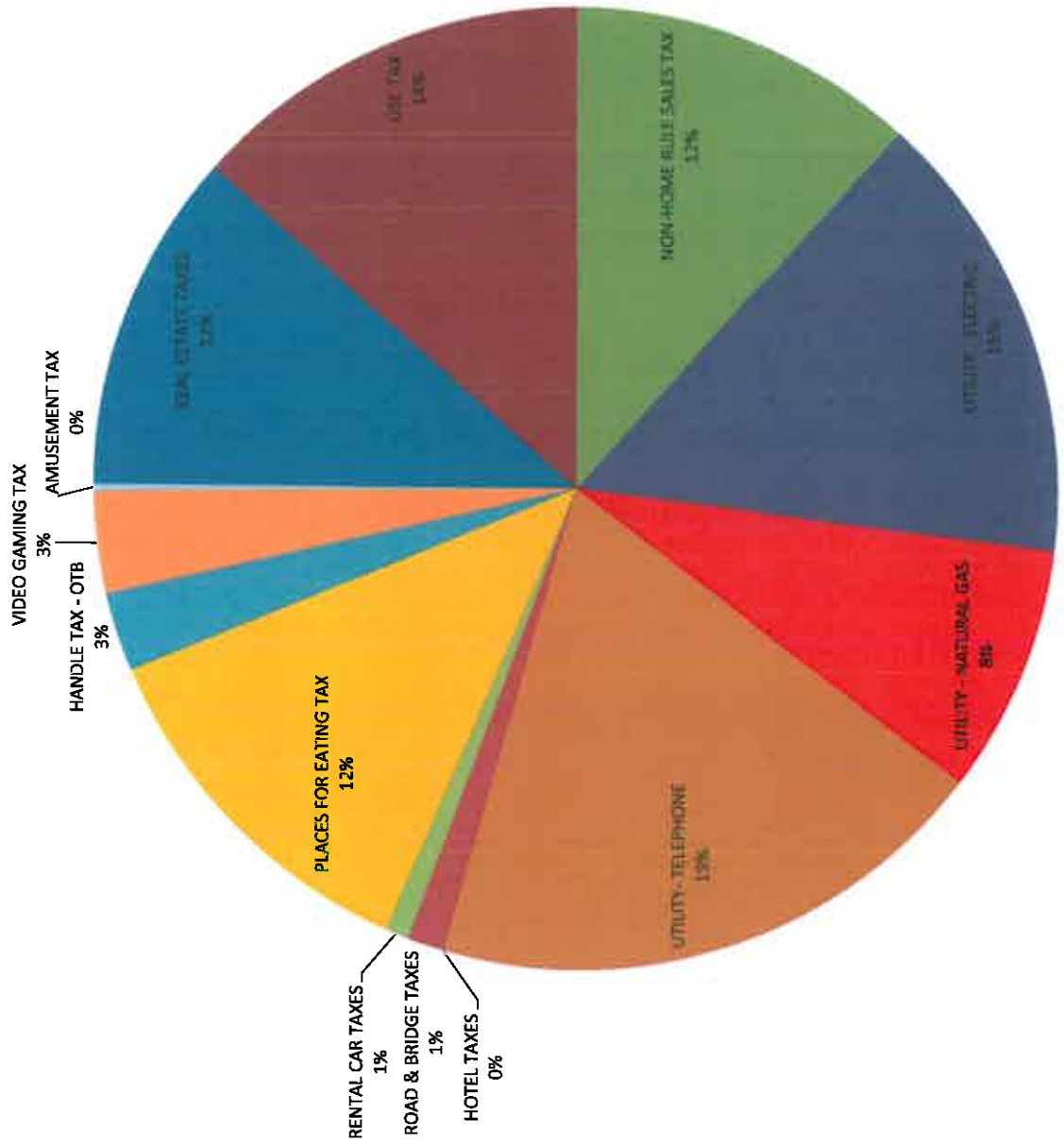
FY2014-2015

May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
\$(223,187)	\$(165,322)	\$109,361	\$461,162	\$201,292	\$57,818	\$133,243	\$57,451	\$868,051	\$204,796	\$796,449	\$1,100,853
\$(28,571)	\$(274,781)	\$454,484	\$158,088	\$(6,639)	\$(27,612)	\$(52,601)	\$(544,302)	\$(179,888)	\$257,139	\$522,490	\$754,146

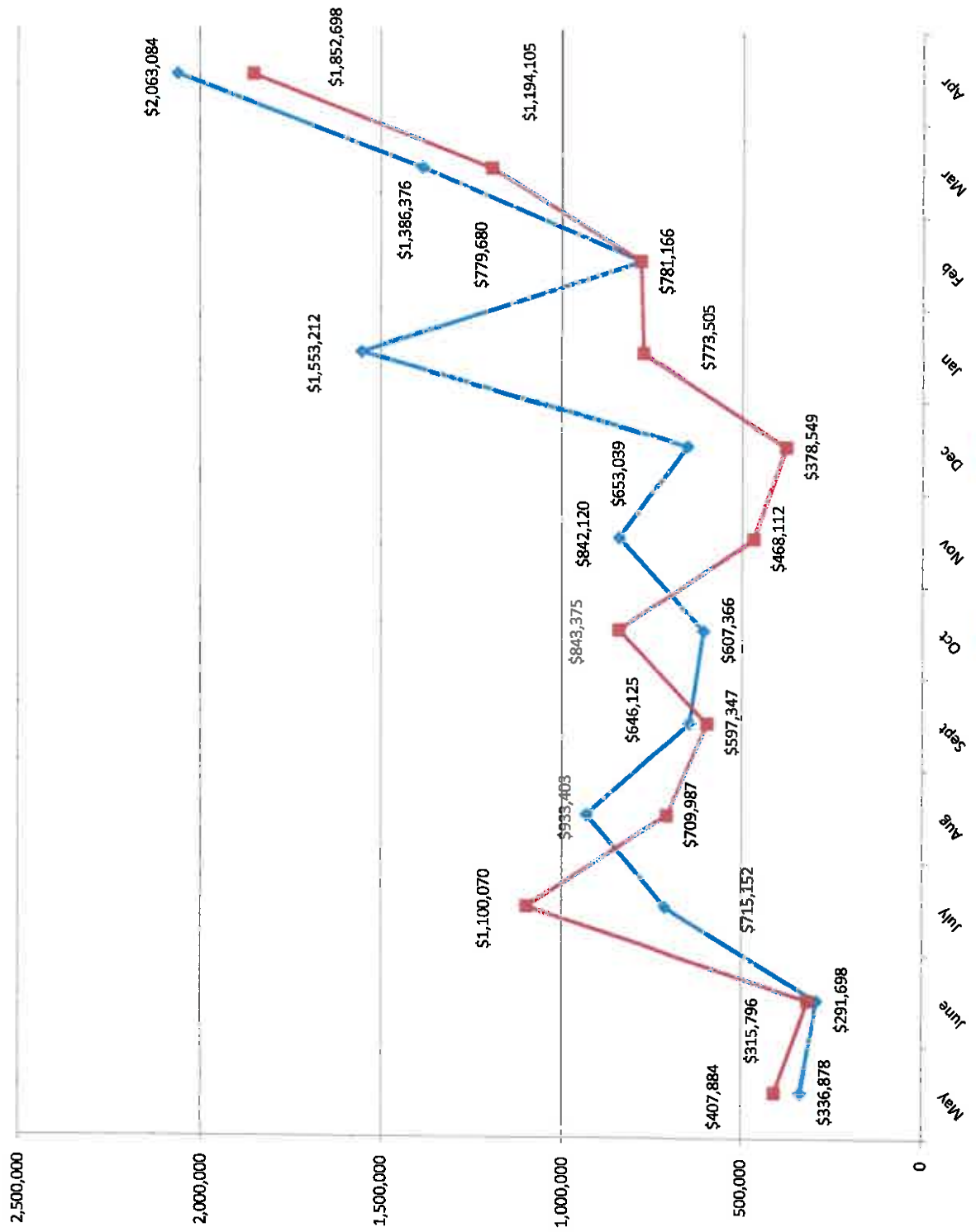
Total Revenue **FY2014-2015** **April YTD**



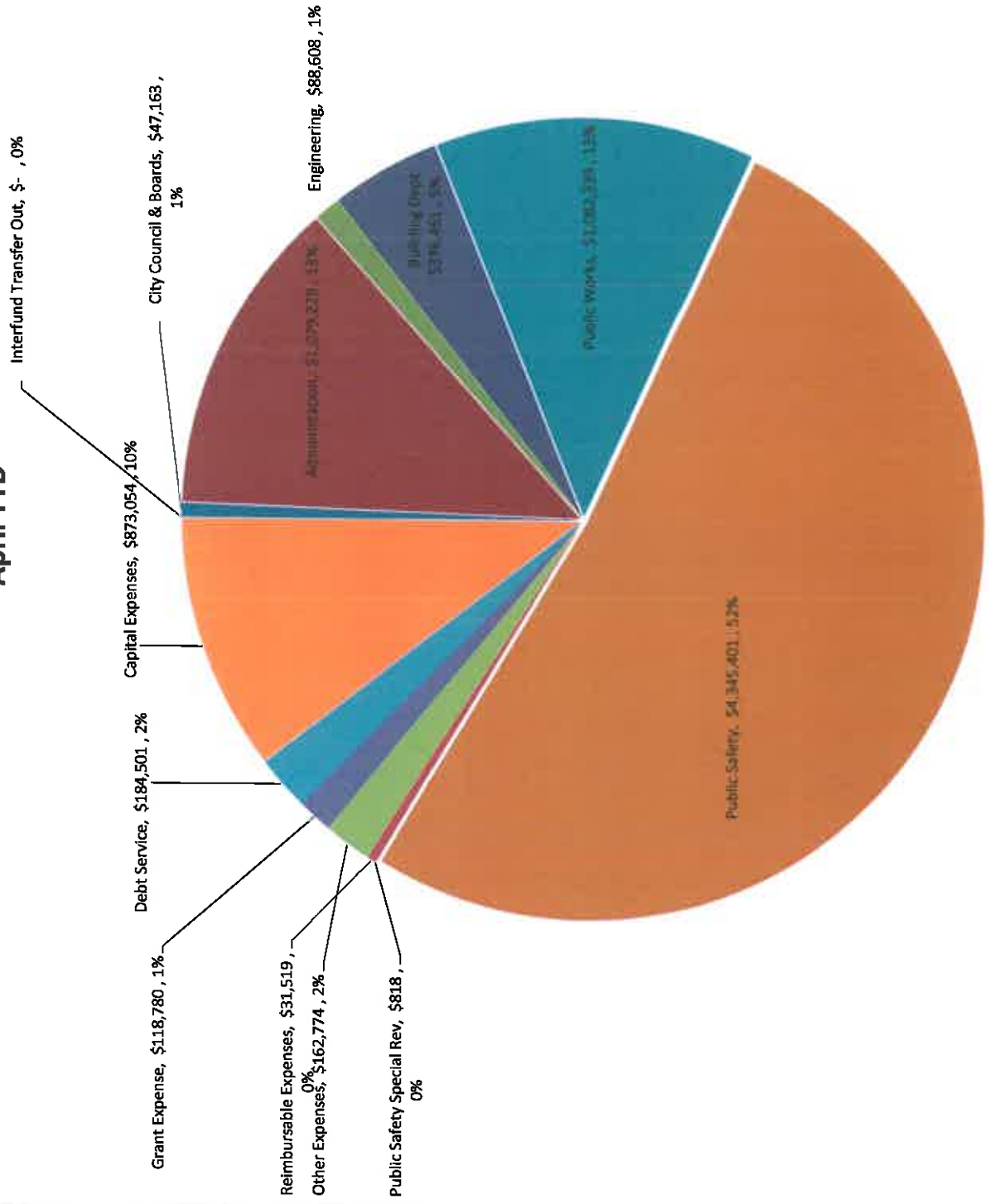
**Total Taxes
FY2014-2015
April YTD**



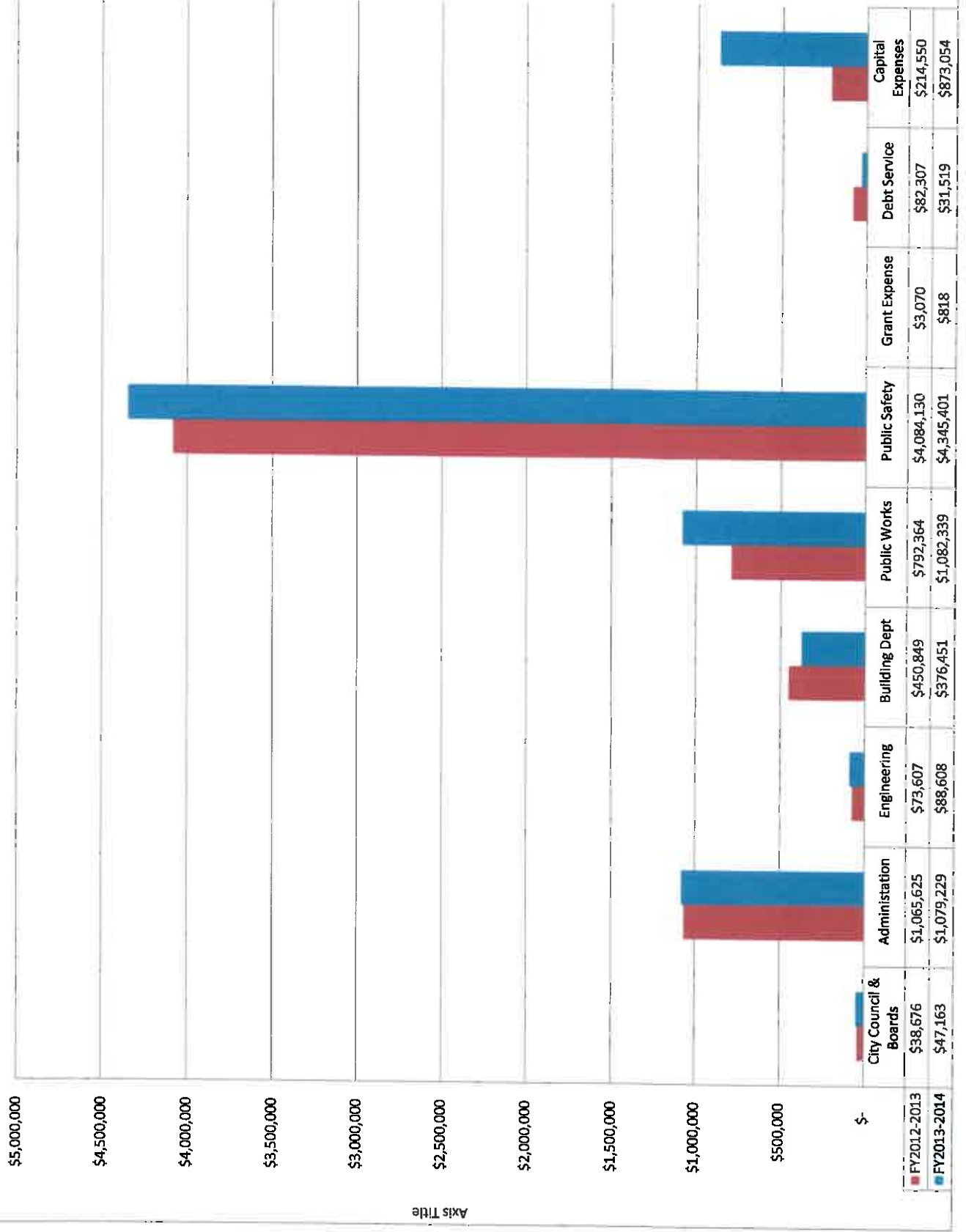
Total Revenue Monthly Totals



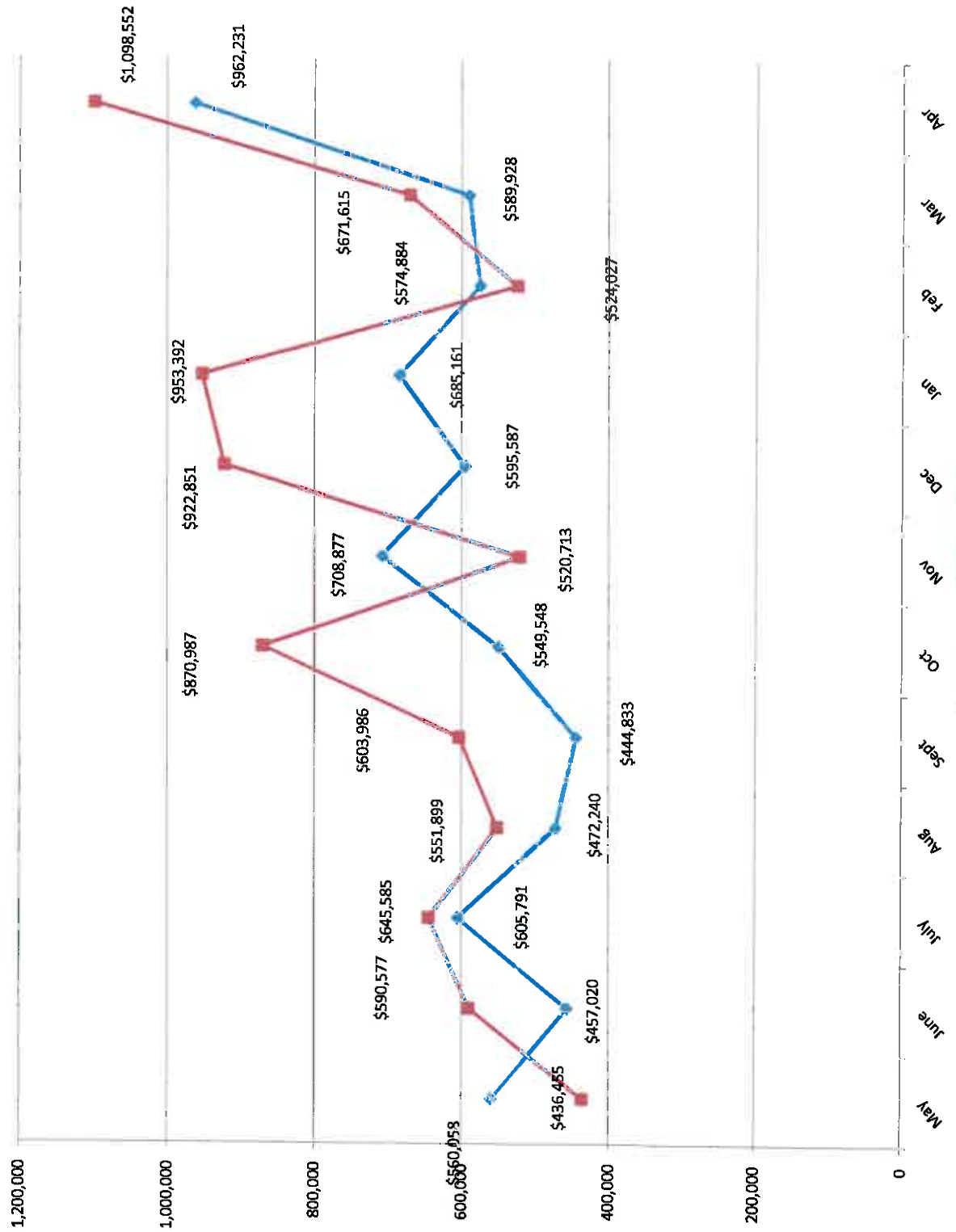
Total Expenses FY2014-2015 April YTD



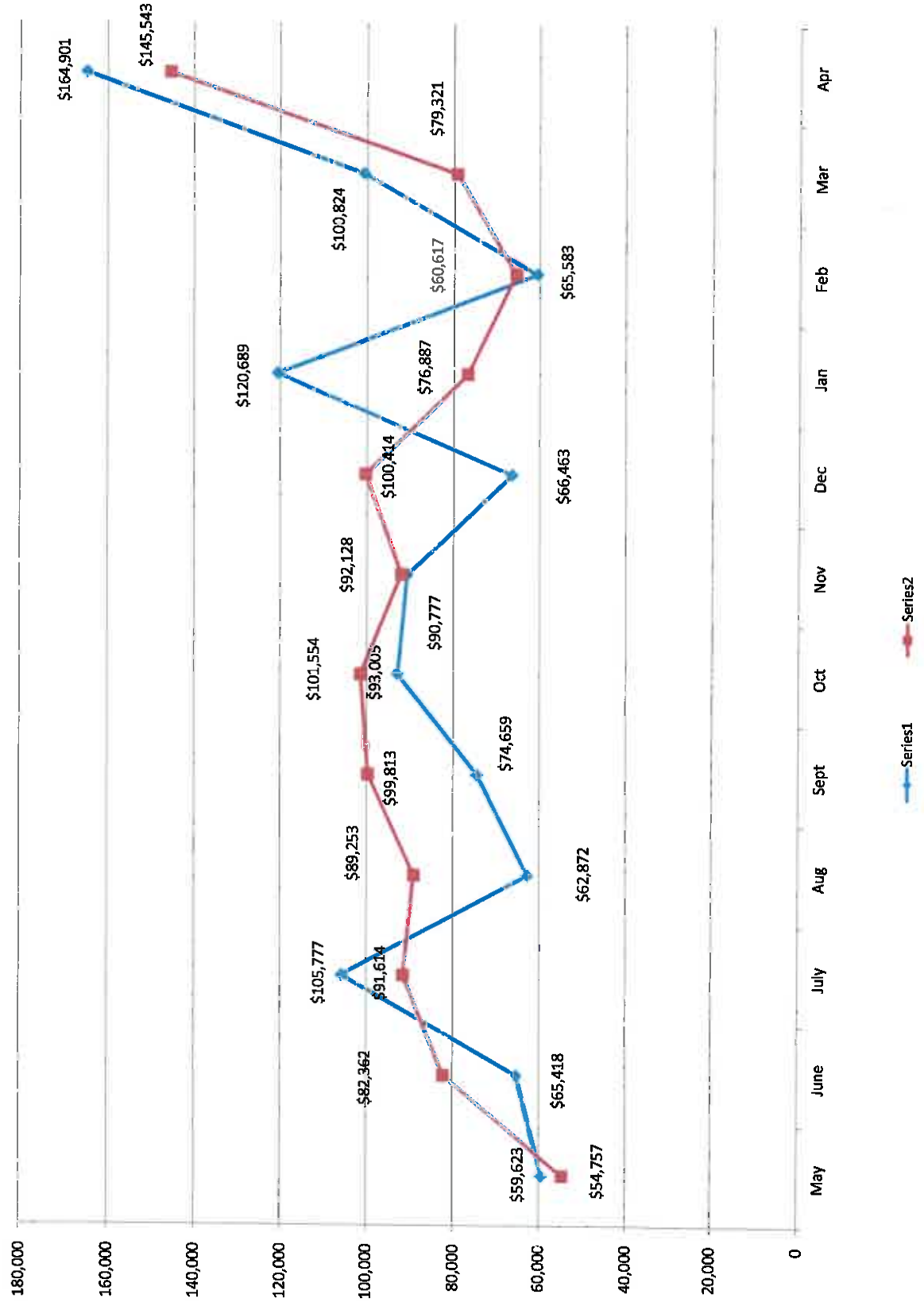
Expenses April YTD Comparisons



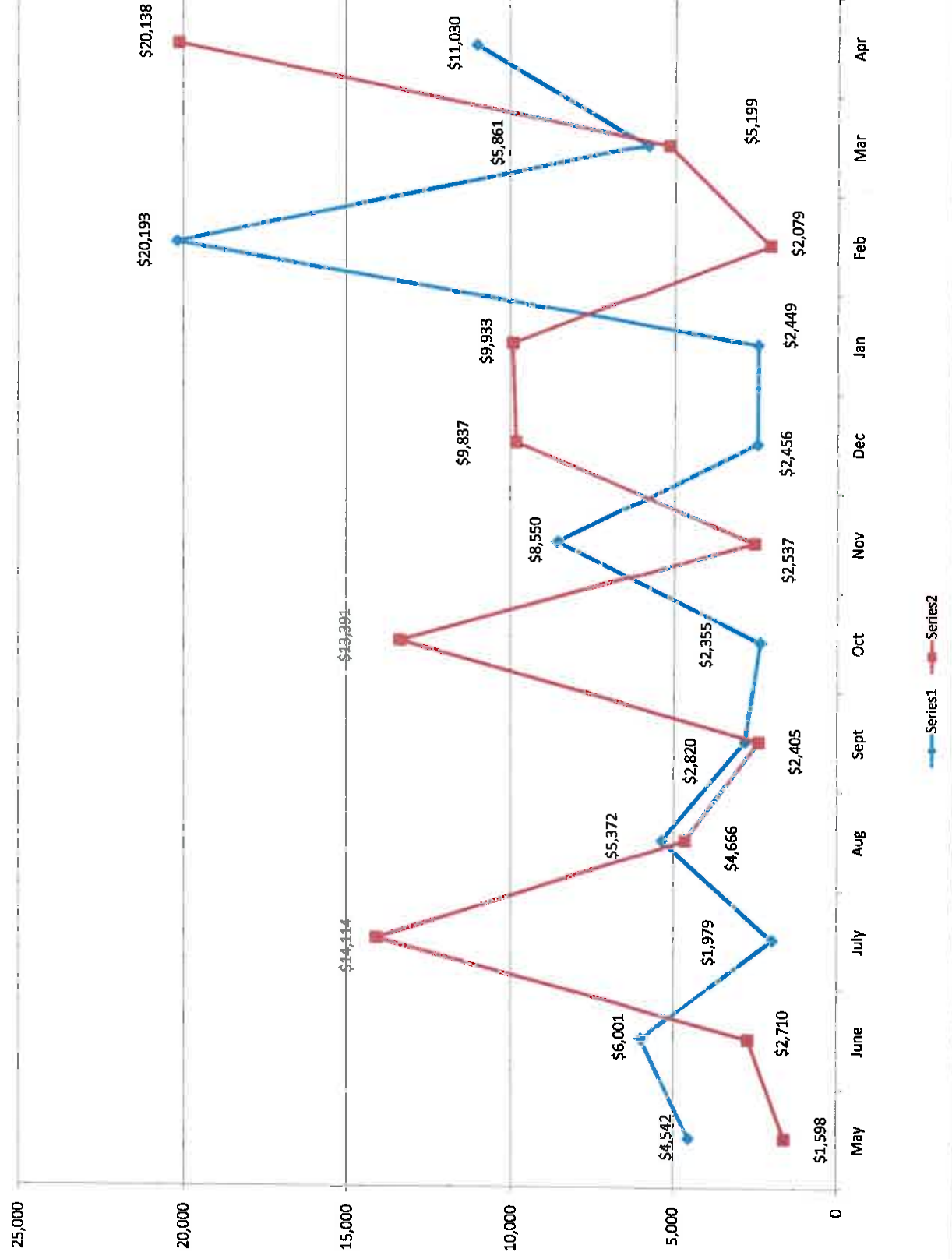
Total Expenses Monthly Totals



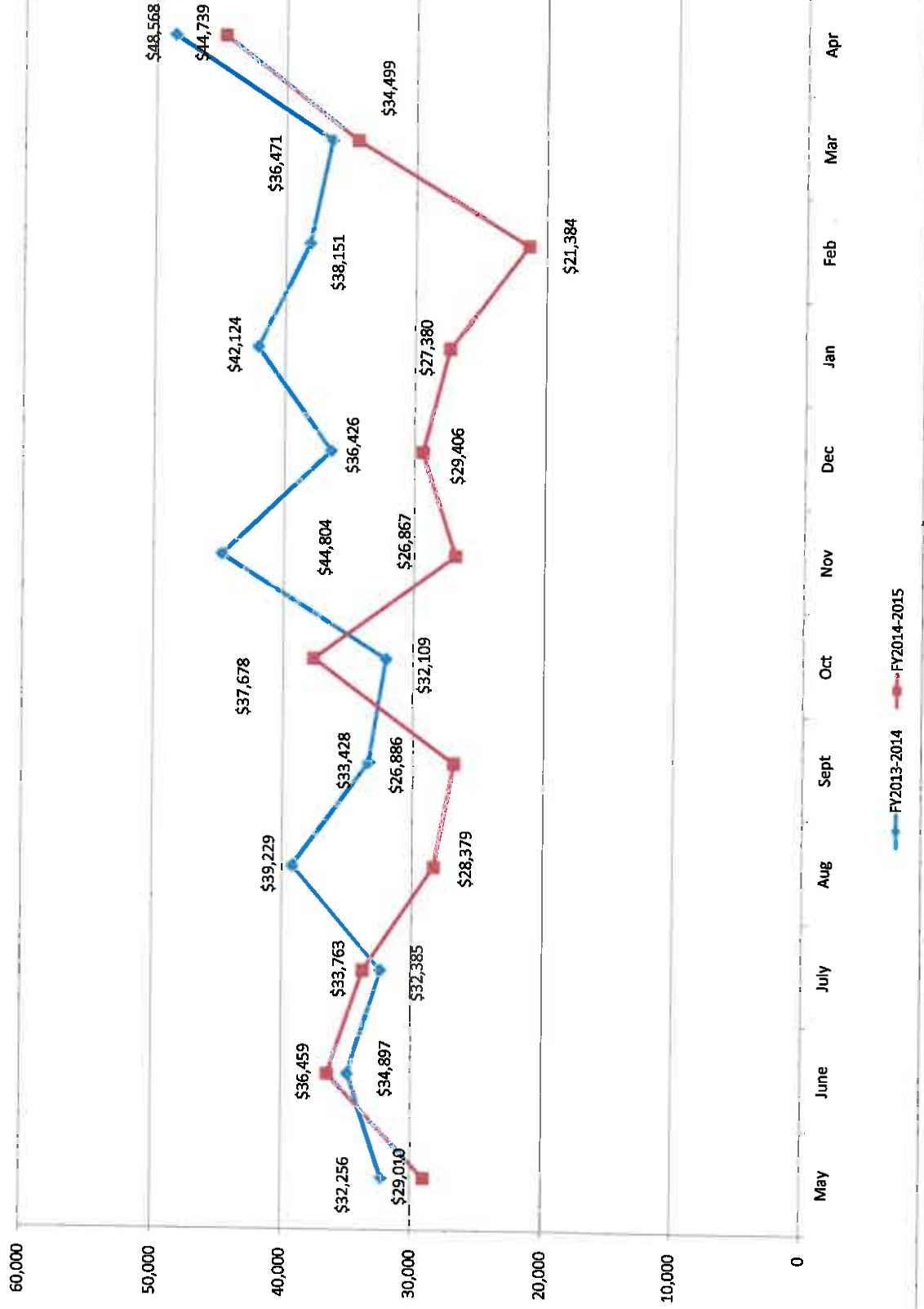
Total Administration Expenses Monthly Totals



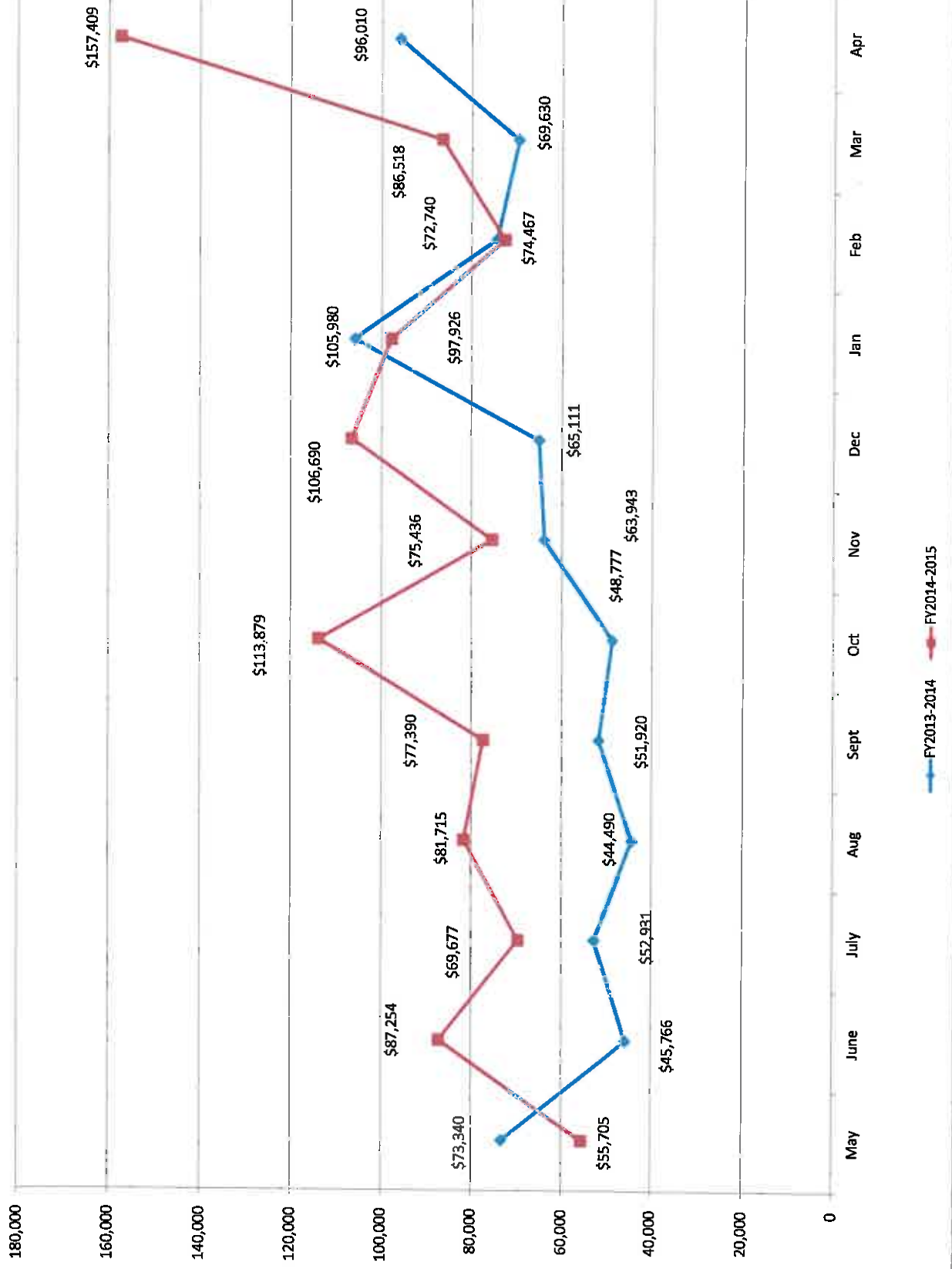
Engineering Expenses Monthly Totals



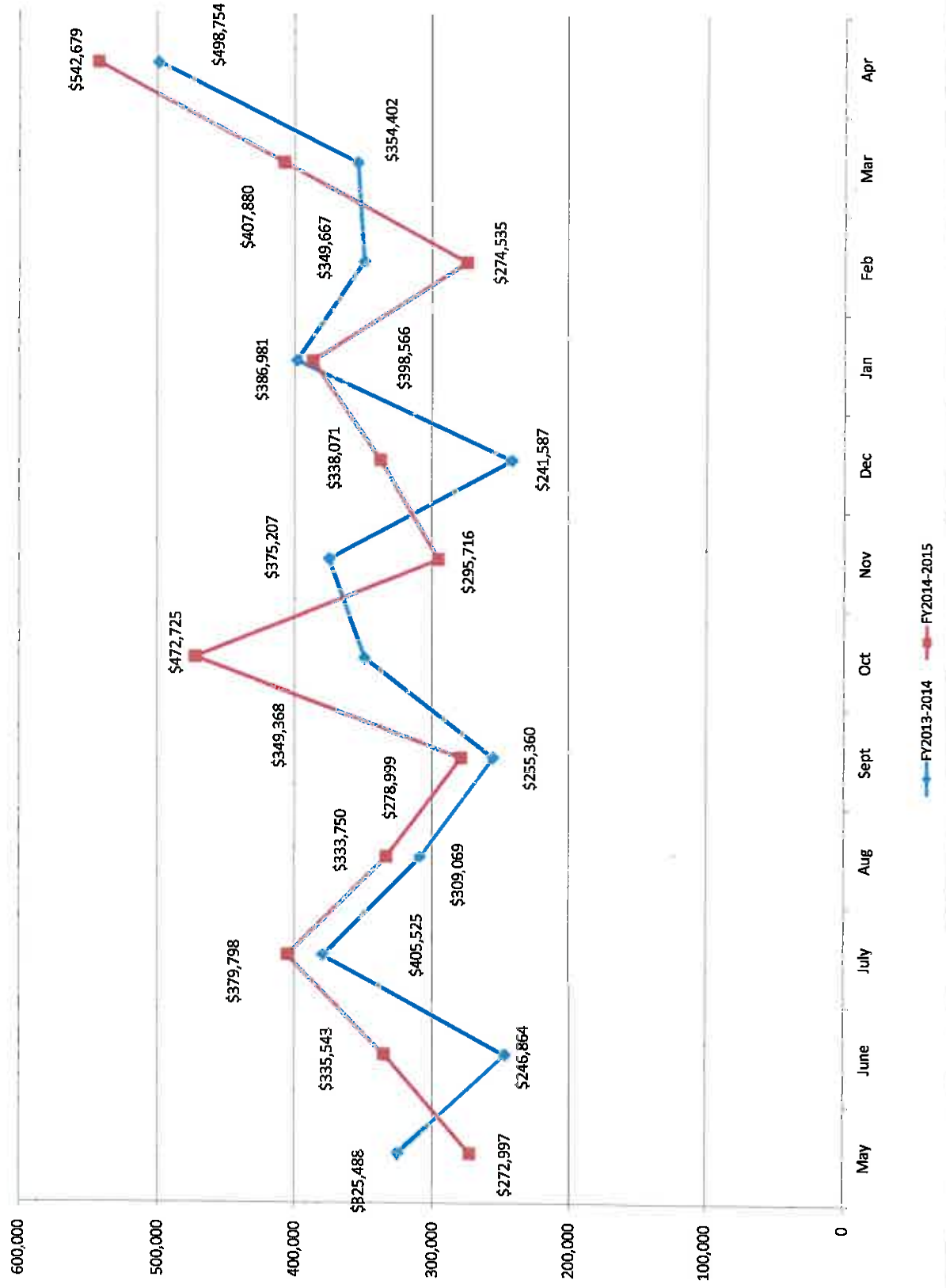
Building & Zoning Department Expenses Monthly Totals



Public Works Expenses Monthly Totals



Total Public Safety Expenses Monthly Totals



Request for Proposal (RFP) Prospect Heights (PH) Website Outline

I. Introduction

A. Project scope and purpose

This RFP is designed to seek a vendor who will revives and update the City of Prospect Heights (PH) website to bring it more aligned to the needs of the community and to implement the requirements as specified in this RFP. Additionally, PH expects the successful vendor to lend its expertise, experience in the development of such websites that will further the mission of the website as described in this RFP.

B. Due date for response to RFP – MM/DD/2015

C. Mechanism for Questions and Answers

Submit questions related to development and submission of the proposal by email.

Responses will sent by email. PH will designate one person on its website team who will receive and respond to any inquiries received.

D. Proposal Evaluation Methodology

PH staff will review and evaluate proposals on the following basis:

1. Alignment of response to the specifications in this RFP
2. Level of detail and definition by which the proposal addresses the specification of the RFP
3. Demonstrated successful experience on the development and implementation of websites for other municipalities
4. Ability to demonstrate operation of the functional requirements specified in the RFP
5. Financial impact
6. Develop and present an overall planning and implementation approach of the project
7. Projected time frame from approval to the revised website being made operational
8. Presenting of a plan by which an “expected results” test will be conducted

II. Project Overview

A. Project Scope

Revise the PH website bade upon the design schematic that is incorporated into this RFP. Based upon the vendor experience the PH project team welcomes any recommendations and suggestions made by the vendor that will improve the final product.

B. Phase definition

PH expects the project to have several progressive phases. Define each of the phases as the vendor may envision them. Define each phase by its scope of activity, time, and the evaluation to define the phase as completed.

C. PH Project Team

The PH members of the project team will consist of a combination of PH Elected officials (2) and PH staff members (3). The Project Leader will be one person from PH. The successful vendor will assign its staff as members of this project team.

The mission of the Team will be to manage the full design, development and implementation of the revised website. The Lead of the Project Team will provide periodic progress reports to the PH Council.

D. Prospect Heights Contact Persons TBD

III. Functional Specifications

- A. Review the Schematic Design of Proposed Website Re-design
 - 1. Provide analysis and evaluation of the design's feasibility
 - 2. Provide any recommended adjustments or approaches that will accomplish the conceptual design schematic
 - 3. Provide a detailed explanation of the manner and how the project will be organized, managed and implemented
- B. Provide methodology for interaction between PH Project Team and Contractor Team
- C. Identify vendor project team and provide duties and areas of responsibility.
- D. Describe approach to review and evaluation of work completed during the design and implementation phases
- E. Provide the method by which the bidder will demonstrate and allow evaluation by the PH Team of the project components identified below
 - 1. Design and implementation of the various pages of the site
 - 2. Utilization and demonstration of the content management sub-system of the site
 - 3. Interface of content development by PH staff with site implementation
 - 4. Description of technical knowledge needed to update existing content place on the revised website and the process of adding new content and deleting old content
 - 5. Demonstration of the currently available content templates currently part of the overall site
 - 6. Define the impact, both technical and financial, of the addition of new templates for PH use
 - 7. Describe the process you propose by which the completed site will undergo "acceptance testing" and remediation of identified flaws or errors.
- F. Establish a database of PH forms as PDF files that are input capable and are accessible with links at identified places on the website.
- G. Provide and demonstrate ability for mobile users to have effective and readable access to the website.
- H. Other specifications

IV. Project Calendar & Work Program

- A. Present a detailed project work program and calendar that will define the following for each task and phase
 - 1. Task/Activity description
 - 2. Start date
 - 3. Complete date
 - 4. Responsible person(s) for the specific activity/task
- B. Detail how the work program will be updated and used as a project management tool

V. Financial Requirements

Present a detailed budget aligned to each of the project phases defined in your proposal

VI. Contractual Requirements

A formal written contract will be executed between PH and the successful vendor in conformance with the rules, regulations and ordinances of the City of Prospect Heights.

VII. Other Specifications

- A.** The final proposal of the successful vendor will be incorporated and made a part of the contract executed by PH and the vendor

Preliminary Draft

Prospect Heights Website Schematic – Conceptual Design

September 2015

Based upon Staff and Elected Officials Responses to Website Survey
(a work in progress)

Design Principles & Considerations

- **Multiple resources for input to the design**
- **Design configuration oriented to the “end” users with diverse backgrounds**
- **Logical and related content arrangement**
- **Use hyperlinks to create a variety of portals**
- **Have content management that can be built from standard content development applications**
- **Provide for future growth and expansion**
- **Alignment to the site Mission Statement**

Prospect Heights Website Schematic – Home Page

Top Ribbon for all Website Tab Pages

<u>Make Payments</u> <u>Online</u>	<u>Preparing &</u> <u>Submitting Service</u> <u>Requests</u>	<u>City Transparency Information</u>	<u>City Events Calendar</u>	<u>Language</u> <u>Translation</u>	<u>How do I find....</u>
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Website Mission Statement – Home Page Only

Main Tabs and Access Points

Prospect Heights Website Schematic – Home Page

Top Ribbon for all Website Tab Pages

<u>Make Payments</u>	<u>Preparing & Submitting Service Requests</u>	<u>City Transparency Information</u>	<u>City Events Calendar</u>	<u>Language Translation</u>	<u>How do I find....</u>
<u>Online</u>		1. Council minutes 2. Committee, commission minutes or summation reports 3. Municipal Code & ordinances 4. Departmental activity reports 5. Financial information 6. FOIA requests 7. Strategic plans and implementation 8. Other documents	Calendar format ability to add event to user's calendar. Includes community events, Council meetings, committees, commissions and all other municipal entities	Select the language in which you prefer to have the site displayed	

Website Mission Statement – Home Page Only

The Prospect Heights website serves as the primary two-way interactive communication, information dissemination and reference tool and vehicle to a variety of audiences. Among these are:

- Residents of Prospect heights
 - Non-residents considering living in Prospect Heights
 - Businesses conducting their activities within Prospect Heights on behalf of themselves or for Prospect Heights residents
 - Businesses seeking to do business in the Prospect Heights community
 - Elected officials
 - Staff of the City of Prospect Heights
 - Other audiences interested in learning about Prospect Heights
- The website will also function as a primary communications vehicle for residents who may need to interact with the various components of Prospect Heights' governmental or administrative units. Additionally, the website will be the avenue that will support and promote transparency of the municipality.

Prospect Heights Website Schematic – Home Page – Cont'd

Main Tabs and Access Points

<u>Your Government</u>	<u>City Services</u>	<u>Business & Development</u>	<u>Our Community</u>	<u>How we can help you find</u>
<i>Contains information and links for Local, County, State and Federal officials that comprise the overall PH governance structure</i>	<i>The tab contains information on all City departments; with overall descriptions with links to staff by name, title, direct telephone and email addresses. Provides links to specialized request forms completed online and submitted by email to the unit head, or printed for offline completion and submission.</i>	<i>Provides information to attract new businesses, provides information and links to licenses, permits and other business related forms that can be completed online or printed for offline completion and submission</i>	<i>Provides information on the Prospect Heights community, including a calendar of community events, governmental meetings of the Council, committees, commissions and all other municipal entities</i>	<i>Provides a robust search engine for the entire site This function will available on the main pages of the website.</i>

These tabs will be “drop down” in design to reveal the next level of available information

Top Ribbon Tab & Pages Schematic

This page contains descriptive information and links to the various functions and units described at the top of the Home Page. Display descriptive information and links by means of a user click on the function

Making Payments online	Allows for the making of payments via credit card for various City services that are billed
Preparing and Submitting Service requests	
City Transparency Information	Drop down menu for access to the information described on the Ribbon page
City Events Calendar	In calendar format with the ability to download or print event information or a specified period of time
Language Translation	Function to allow non-English speaking residents to utilize the website in a language that is familiar to them. See Murphy, TX website as an example.
How do I find...	Robust search function to allow for searching and accessing any portion of the website by name or partial name. Examples could be for persons on the website, specific drill down pages or forms. Design of this tab will require input and specifications from the vendor doing the website re-design.

[Your Government Tab & Pages Schematic](#)

This page contains descriptive information and links to the various governmental units that have relevance to Prospect Heights and its citizen. Display Units. Display descriptive information and links by means of a user click on the unit.

City Council	List of Elected officials with titles, access information such as emails phone numbers and "head shot photo" Contains descriptive information such as scope of duties and responsibilities and general meeting schedules
Committees & Commissions	Lists of members and chairs with titles, access information such as emails phone numbers for the Chair and "head shot photo of the members. Contains descriptive information such as scope of duties and responsibilities and general meeting schedules
Fire District	Name of Chief with access information such as emails phone numbers for the Chair and "head shot photo of the members. Contains descriptive information such as scope of duties and responsibilities and general meeting schedules
Cook County Clerk	Provide link to the Clerk's website. This will be a portal to the site
Cook County Treasurer	Provide link to the Clerk's website. This will be a portal to the site
State Representatives	Provide link the reps website
State Senators	Provide link to senators' website
U.S. Representative	Provide to the reps website
U.S. Senators	Provide link to senators' website
White House	Provide link

City Services Tab & Pages Schematic

This page contains descriptive information and links to the various departmental units of Prospect Heights. Display Units. Display descriptive information and links by means of a user click on the unit

Administration

List unit's duties and responsibilities. Identify department staff with access information i.e.: telephone and email. Provide photo "head shots". Provide links to any special forms and requests that are serviced by the unit. Provide links to other relevant information.
This specification applies for all units displayed on this page

Building & Zoning

Engineering

Finance

Health Dept.

Police

Public Works

Television

Business and Development

This page contains descriptive information and links to the various businesses in Prospect Heights. It also contains information and specific forms for those businesses that may be interested in establishing a presence in the City

Available Properties

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Building Codes

--	--

Licenses Needed

--	--

Economic Development Planning

--	--

Local Businesses

Description and link to the business website if one exists. Include contact person and telephone number if no website.

Our Community Tab & Pages Schematic

This page contains descriptive information and links to the various community activities such as the Events Calendar and links to schools, the library, park districts and other community services organizations

Community Events Calendar	Display in calendar format. Allow user to download events to the user's calendar software. Allow user to be able to print the detail of a specific event and to print a given period of the calendar.
Library	List the Library and provide a link to the website
Park Districts	List districts and provide a link to their website.
Schools	List schools and have a link to their various websites
Other Service Organizations	Define and provide access through a link.

City of Prospect Heights
Hillcrest Lake Outlet Investigations



September 9, 2015



Prospect Heights – Hillcrest Lake Outlet Investigations

Task 1 Summary Memo - Hillcrest Lake Outlet Investigation and Permitting Summary

Background

Hillcrest Lake is a 14-acre lake located in Prospect Heights, Illinois. The lake outlets to McDonald Creek via an existing 24-inch diameter PVC stormwater culvert under Hillcrest Avenue. The lake is connected to a narrower body of water known as the Slough located south of Willow Road via several culverts under the road. The lake is typically shallow with water depths ranging from a few inches at the upstream end of the slough to approximately 3 feet in the deepest part of the lake based on a lake survey performed in 2014. Roads in the vicinity of the lake (Hillcrest Avenue, Owen Court and Willow Road) flood frequently. Globetrotters Engineering Corporation (GEC) performed a Feasibility Study in 2014 and Preliminary Design Report in 2015 under contract to MWRDGC. The study was focused on reducing the frequency of flooding of local roads.

The Prospect Heights Natural Resources Commission has raised concerns regarding the depth of the lake and has requested a study of the history of the outlet culvert and an analysis of possible options for increasing the depth in the lake by raising the normal water level. The analysis would build upon, but be separate from the MWRDGC study.

The assessment is limited to a weir type overflow structure set at an elevation above the existing outlet sewer elevation. Task 1 of this study includes investigating the current outlet from Hillcrest Lake to McDonald Creek and summarizing the permitting requirements for modifying the outlet.



Hillcrest Lake Area

Existing Outlet History

The history of the existing outlet from Hillcrest Lake to McDonald Creek was investigated. Data sources reviewed included available sewer atlases, drawings, survey and historical aerial photographs.

The existing outlet pipe is a 24-inch diameter PVC culvert. Based on survey performed by GEC for the MWRDGC study in 2014, the invert elevation (bottom of pipe) is 647.1 at the upstream (lake) end and 646.3 at the downstream end. The pipe is approximately 350 feet long. Water flows from the lake into the culvert and discharges into a ditch which leads to McDonald Creek.

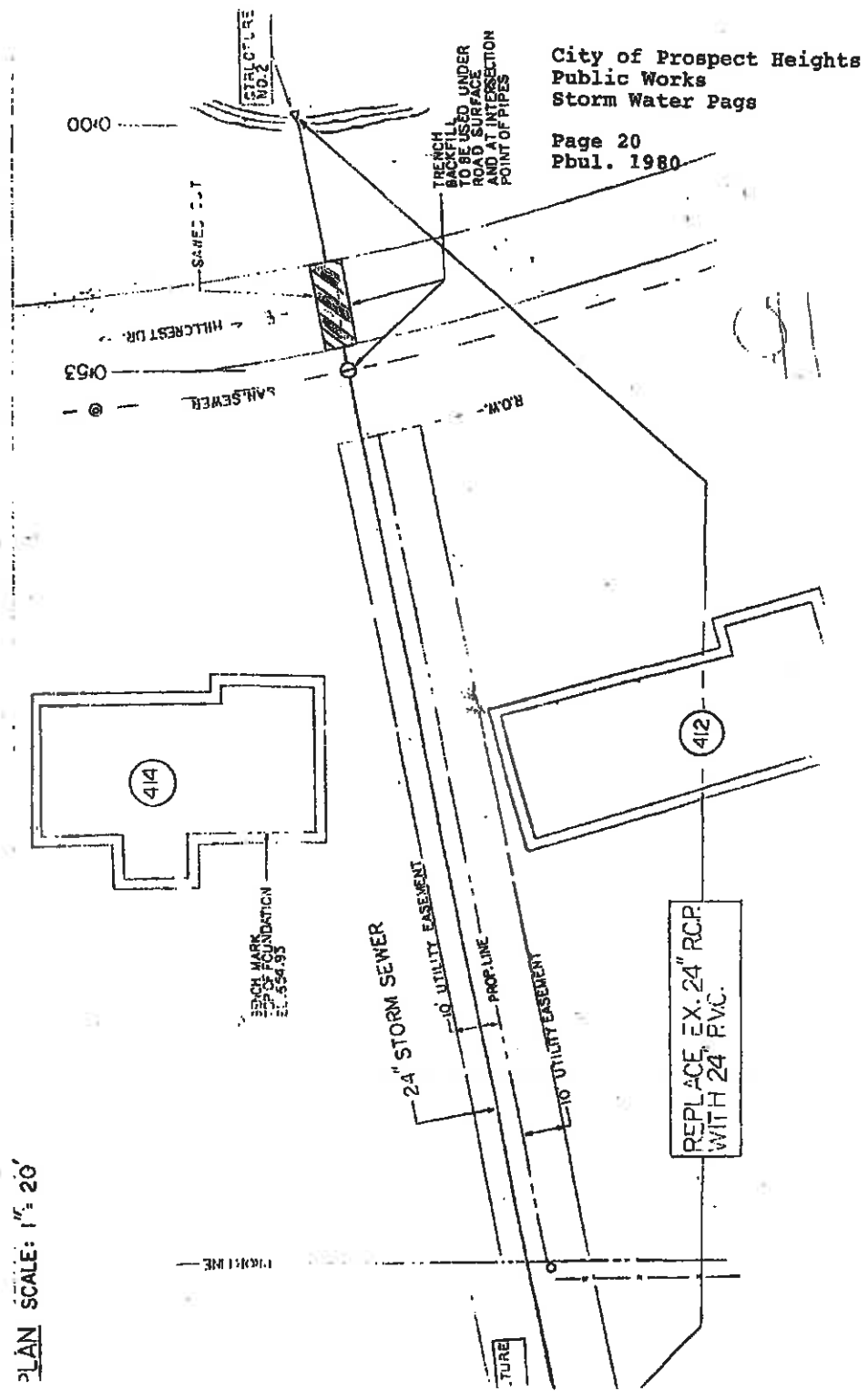
The normal lake water level during dry weather is typically about 2 to 6 inches above the invert of the culvert. The inlet to the culvert is protected by several metal fence posts driven into the lake bed. These serve to prevent large debris from entering the culvert. Prospect Heights periodically inspects and removes debris accumulations.



Hillcrest Lake Outlet Photos

Based on discussions with Prospect Heights' staff during the MWRDGC study, as-built construction drawings of the outlet culvert were destroyed in a fire, so the exact date of the installation of the culvert is unknown.

Based on the Prospect Heights storm sewer utility atlas (see excerpt on the next page), a 24-inch pipe existed at this location since at least 1980. The atlas indicates a 24-inch diameter reinforced concrete pipe (RCP) at that location with a note that it is to be replaced by a 24-inch diameter PVC pipe. No information regarding elevation of the pipe is shown on the drawings.



Excerpt from Prospect Heights Storm Sewer Atlas

Historic aerial photographs were reviewed to attempt to identify the outlet pipe and / or significant lake level changes that would indicate a change in outlet conditions. As part of the MWRDGC study, an environmental report was prepared focused on the wetland and environmental conditions of soils that may be disturbed by construction. This environmental report included the assembly of historic aerial photographs of the lake and surrounding area. These are included in Appendix A. Aerial photos were obtained and reviewed for the years 2012, 2009, 2005, 1998, 1993, 1988, 1981, 1978, 1974, 1967, 1962, 1955, 1951, and 1938.

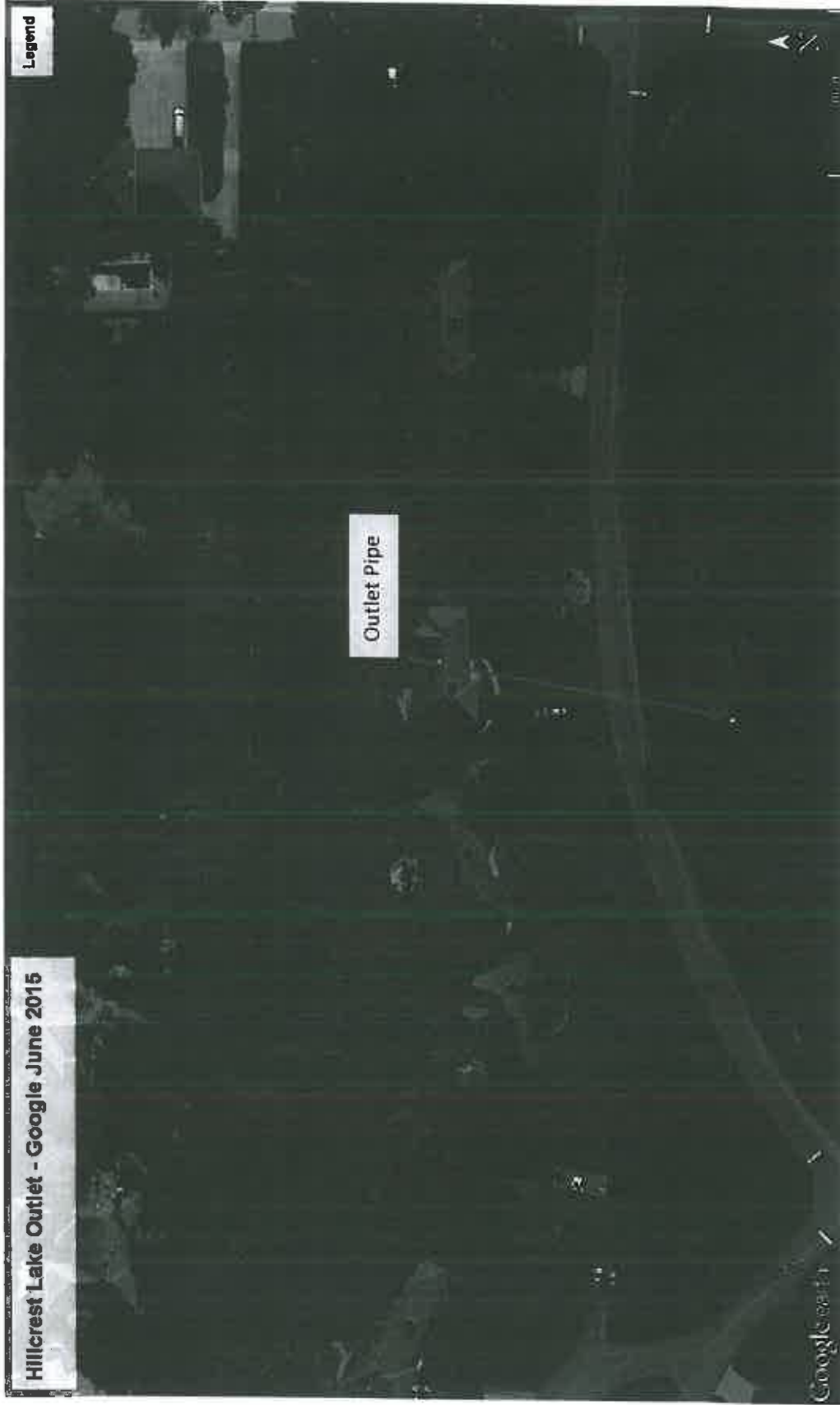
Based on a review of these drawings, the area was originally farmed. The earliest photographs appear to indicate a poorly drained wetland type area with no definitive outlet for the aerals from 1955 and earlier. It is likely that there were drain tiles in the farmed areas that may have conveyed some flow from the low area to McDonald Creek.

Hillcrest Drive first appears in the 1962 photograph. This photograph also appears to show a ditch line in its current location south of McDonald Creek. Although the photo quality is not sufficient to identify a portion of a pipe, it is likely that an outlet pipe existed in its present location under Hillcrest Drive. The lake and surrounding roads appear in their current configurations in the 1967 photographs. The lake edge outline appears relatively unchanged from 1967 to present. **This would support the concept that the lake level and outlet pipe elevation are relatively unchanged since 1967.**

Google Earth Pro images were also consulted. The white PVC outlet pipe is clearly visible in the June 2015 and October 2008 photos (see below). Earlier photography back to 1998 were reviewed, but the image quality and / or tree cover prevented clear identification of the outlet pipe.

Conclusions

Based on all the information reviewed, an outlet pipe from the lake under Hillcrest Drive appears to have been installed since at least 1967. The earliest pipe was likely a 24 inch diameter reinforced concrete pipe. The existing PVC outlet pipe was likely installed in the 1980s as a replacement to the original RCP pipe. There is clear evidence from the aerial photography that it existed in its current location in 2008. It is unlikely that the elevation of the PVC pipe has changed significantly since its installation.





Hillcrest Lake Outlet - Google October 2008

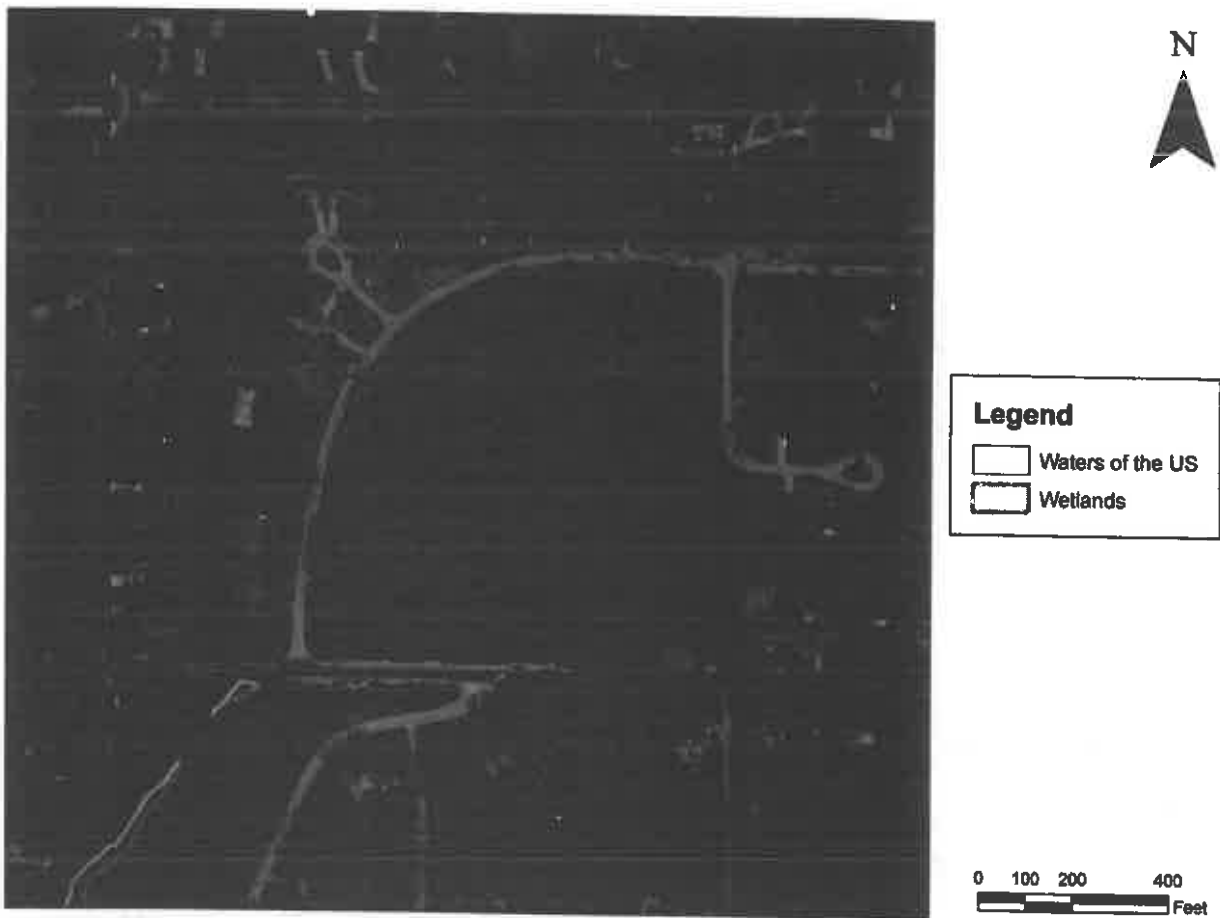
Legend

Outlet Pipe

Permitting Requirements

Modifications to the Hillcrest Lake outlet would fall under the regulatory jurisdiction of two primary agencies – the Illinois Department of Natural Resources Office of Water Resources (IDNR) and the U.S. Army Corps of Engineers.

Corps of Engineers Permitting – The Corps of Engineers regulates activities related to wetlands and Waters of the U.S. under Section 10 of the River and Harbors Act of 1899 and Section 404 of the Clean Water Act. A wetlands and Waters of the U.S. Delineation was performed as part of the MWRDGC study. Hillcrest Lake is classified as Waters of the United States by the Corps of Engineers. Wetlands are present on the Slough, primarily on the west and south banks. No jurisdictional wetlands were identified on the lake.



Wetlands and Waters of the U.S. Delineation Map

For this type of project, the Corps of Engineers is primarily concerned with filling of Waters of the U.S. and impacts on wetlands. Modification of the outlet is a somewhat atypical project from a Corps of Engineers permitting perspective. Based on discussions with Corps of Engineers regulatory staff, the

project would likely not require a permit provided that it could be demonstrated that impacts to wetlands would be minimal. Considering the small change in lake level, it is expected that this would be the case. The largest concern would likely be potential impacts on wetlands upstream in the southern end of the slough. The Corps regulatory staff recommended that a request for a Letter of No Objection be submitted to the Corps of Engineers once a plan is developed. A copy of the Request for Letter of No Objection form is included as an attachment to this memo.

IDNR Permitting - IDNR regulates construction in the floodway (17 IAC 3708) and dam safety (17 IAC 3702). The primary focus of the IDNR regulations is to prevent adverse impacts to water levels upstream and downstream of projects and protect life and safety in the vicinity of dams. The summary below is based on review of the pertinent IDNR regulations and a telephone conversation with IDNR regulatory staff.

Floodway Construction Permitting - The outlet to Hillcrest Lake is within the regulatory floodway (see figure below). The upstream drainage area is greater than 1 square mile, therefore the lake falls under IDNR jurisdiction. Modifications for water quality of habitat for fish and wildlife is considered an appropriate use of the floodway (Section 3708.70.c.1 of the IDNR Regulations).

The Floodway Construction regulations generally require that any modifications to waterways not result in increases more than 0.1 feet for flood stages. In the case of culvert modification, all flood frequencies up to and including the 100-year event must be analyzed (Section 3708.70.d.2). Section 3708.70.d.4 addresses "... on-stream structure build for the purpose of backing up water in the stream during normal or flood flows, but not permitted as a dam...". This section would require no increase in flood stages for all flood events up to and including the 100-year frequency event. This requirement will tend to be more difficult to meet for smaller flood events (2- and 5-year frequency events) due to the limited head above the top of the weir. This may require increasing the length of the weir to pass more water.

Compensatory storage is required for any floodway storage impacts from the project per Section 3708.70.6 which states:

"For all appropriate uses, compensatory storage shall be provided for any regulatory floodway storage lost due to the proposed work from the volume of fill or structures placed and the impact of any related flood control projects."

Preliminary discussions with IDNR staff confirmed that raising the normal water level will require that the project provide compensatory storage for floodway volume lost due to increase in normal water level. Since Hillcrest Lake and the Slough are both completely within the floodway and the surface area of the floodway is approximately 21 acres, compensatory storage volume would be at least 10.5 acre-feet for the six-inch rise. 10.5 acre-feet of compensatory storage will be on the order of 17,000 cubic yards of excavation. Volumes would be double for a 12-inch normal water level raise. This volume must be provided between the normal water level and the 100-year flood level. It is typically required to be provided within the watershed, preferable in the immediate vicinity of the project.

During the course of the MWRDGC flood study, compensatory storage was a significant challenge. The compensatory storage volume required for the road raise alternative was approximately 7,500 cubic yards of excavation. Due to the built out condition of the watershed, general topography and presence of wetlands in some areas, viable, cost effective locations for this volume were very limited. **This issue will likely present the greatest challenge to implementation of a normal water level increase from a regulatory perspective.**

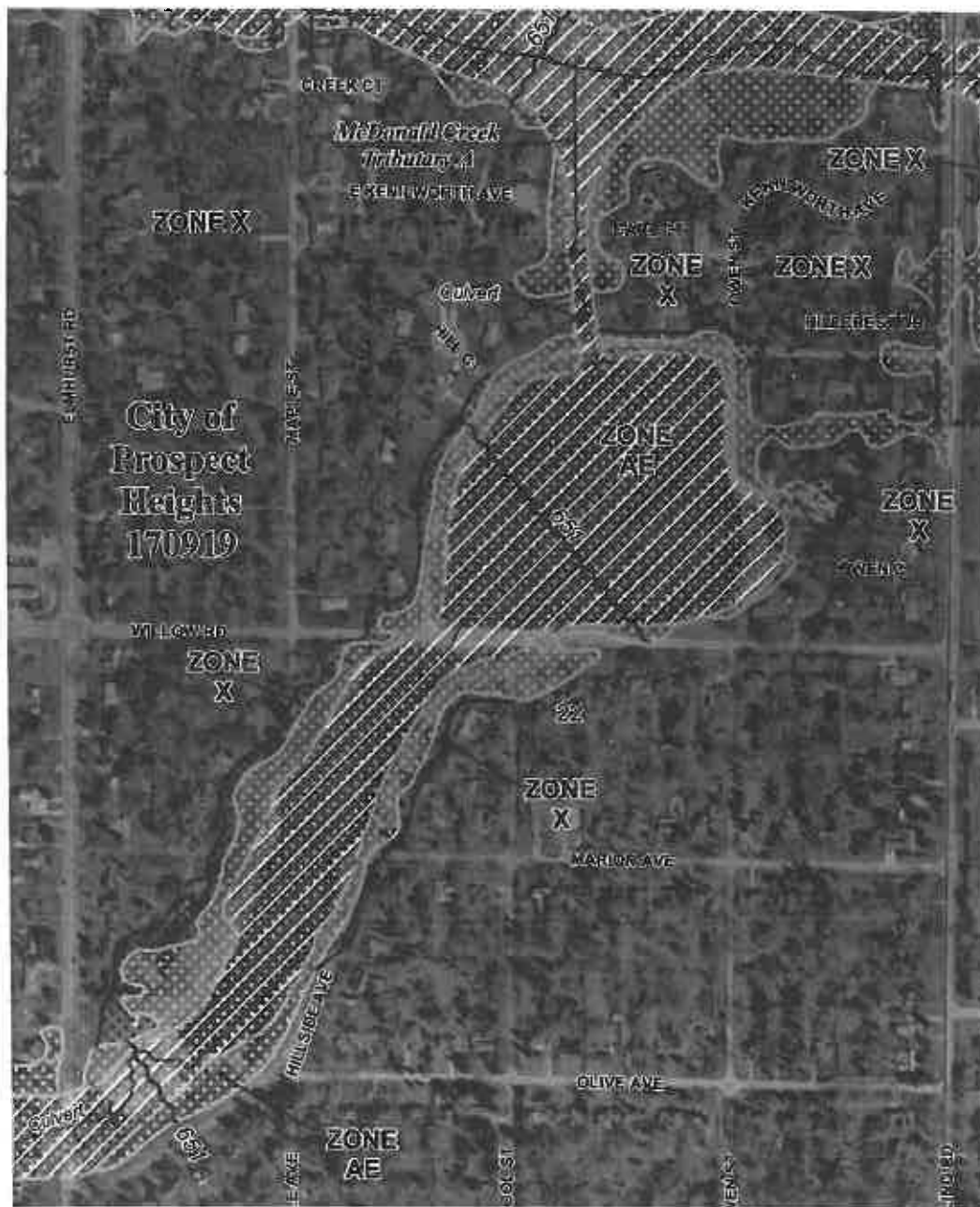
IDNR does not typically have a mechanism for granting permits for temporary measures outside of the normal permitting process for non-emergency measures.

Dam Safety Permitting - 17 IAC 3702 (Construction and Maintenance of Dams), defines a dam as:

"All obstructions, walls, embankments, or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing or diverting water or creating a pool."

Under a strict interpretation of this regulation the proposed modification could be construed as meeting the definition of a dam. It would likely be classified as a Class III low hazard dam.

Initial discussion with IDNR regulatory staff indicated that a dam safety permit may be required depending on the details of the proposed structure. A structure that is directly connected to the existing culvert would be more likely to require a dam safety permit than a long weir structure built into the lake around the existing culvert. If it is connected directly to the culvert, then the structure, culvert and roadway might be all considered as a single integral dam structure. A final determination as to the need for a dam safety permit would require submittal of a Preliminary Design Report or more formal request including additional data that is beyond the current scope of work.



Hillcrest Lake Floodplain and Floodway Map

Other Potential Permit Requirements

MWRDGC – MWRDGC has regulatory authority regarding floodplains within Cook County. The MWRDGC Watershed Management Ordinance (WMO), although geared more towards regulating development may apply in this instance. An inquiry has been made to MWRDGC regarding the applicability of the WMO for this project. This memo will be updated once a response is received.

Many of the IDNR requirements regarding flood stages are identical, however, Section 602.9 of the WMO would require additional compensatory storage. This section states:

“Compensatory storage shall be required for any fill, structure, or other material above grade in the regulatory floodplain that temporarily or permanently displaces floodplain storage volume. In addition, compensatory storage shall:

- A. Equal at least 1.1 times the volume of flood storage lost below the BFE;”

If the WMO is applied in a manner similar to the IDNR regulations, the compensatory storage required would increase due to the inclusion of the entire floodplain (as opposed to the IDNR floodway requirement) as well as the increased storage replacement ratio required.

City of Prospect Heights – Title 7, Chapter 1 (Flood Control Regulations) of the Prospect Heights City Code regulates floodway development. Many of the regulations mirror the requirements of IDNR. Again, the regulations are more usually applied to more typical land development type projects within the floodplain. However, if the regulations are applied to this project, additional compensatory storage may be required under Section 7-1-8-2: Paragraph L.b. which states in part:

“Preservation Of Floodway Storage So As Not To Increase Downstream Flooding: Compensatory storage shall be provided for any regulatory floodway storage lost due to the proposed work from the volume of fill or structures placed and the impact of any related flood control projects. Compensatory storage for fill or structures shall be equal to at least one and five-tenths (1.5) times the volume of flood plain storage lost.”

If this section is applicable to the proposed increase in normal water elevation, it would increase the volume of compensatory storage required by IDNR by 50%.

Other Considerations

For the proposed structure, the most difficult aspect of meeting a zero stage increase requirement will be for the lower, more frequent flood events (2-year, 5-year frequency events). Below is some of the pertinent elevation information related to the project:

Item	Elevation
Typical lake bottom	644.5 – 645.5 (varies with location)
Outlet Culvert Invert	647.1
Normal Lake Level (dry weather)	647.5 (varies with precipitation)
Owen Court Road Pavement	648.5 – 649 (varies with location)
Willow Road Pavement	649.6 (low point, varies with location)
Lake Flood Elevations (Design H&H Model)	
2-year	650.0
5-year	650.6
10-year	651.1
50-year	651.7
100-year	651.9

The flood stage elevations are based on the hydraulic design models from the MWRDGC study. The design model is an unsteady state HECRAS model. Other elevations are based on surveys performed in 2014 and 2015 for the MWRDGC study.

Based on this data, one can see that the normal lake level is approximately 12 inches above the low pavement elevation of Owen Court. This roadway floods for relatively minor flood events. Willow Road overtops for events slightly less than the 2-year event.

In order to prevent increases in flood stages, the length of the overflow weir at the outlet structure must convey sufficient flow to the culvert without increasing water levels. With overflow weirs set at elevation 647.6 and 648.1 (6 and 12 inches above the existing culvert respectively), one would expect to raise the normal water surface elevation to approximately 648.0 and 648.5. The 12-inch rise would increase the normal dry weather water surface to approximately the elevation of Owen Court. This highlights the potential concern for increased flooding of roadways with increases in normal water elevation.

The primary approach to minimizing flood stage increase will be to provide a sufficiently long weir to convey the same or greater flow over the top of the weir as is currently conveyed through the culvert. Hydraulic modeling will be performed and summarized in a separate document.



GEC - MWRD Willow Road
n/a
Prospect Heights, IL



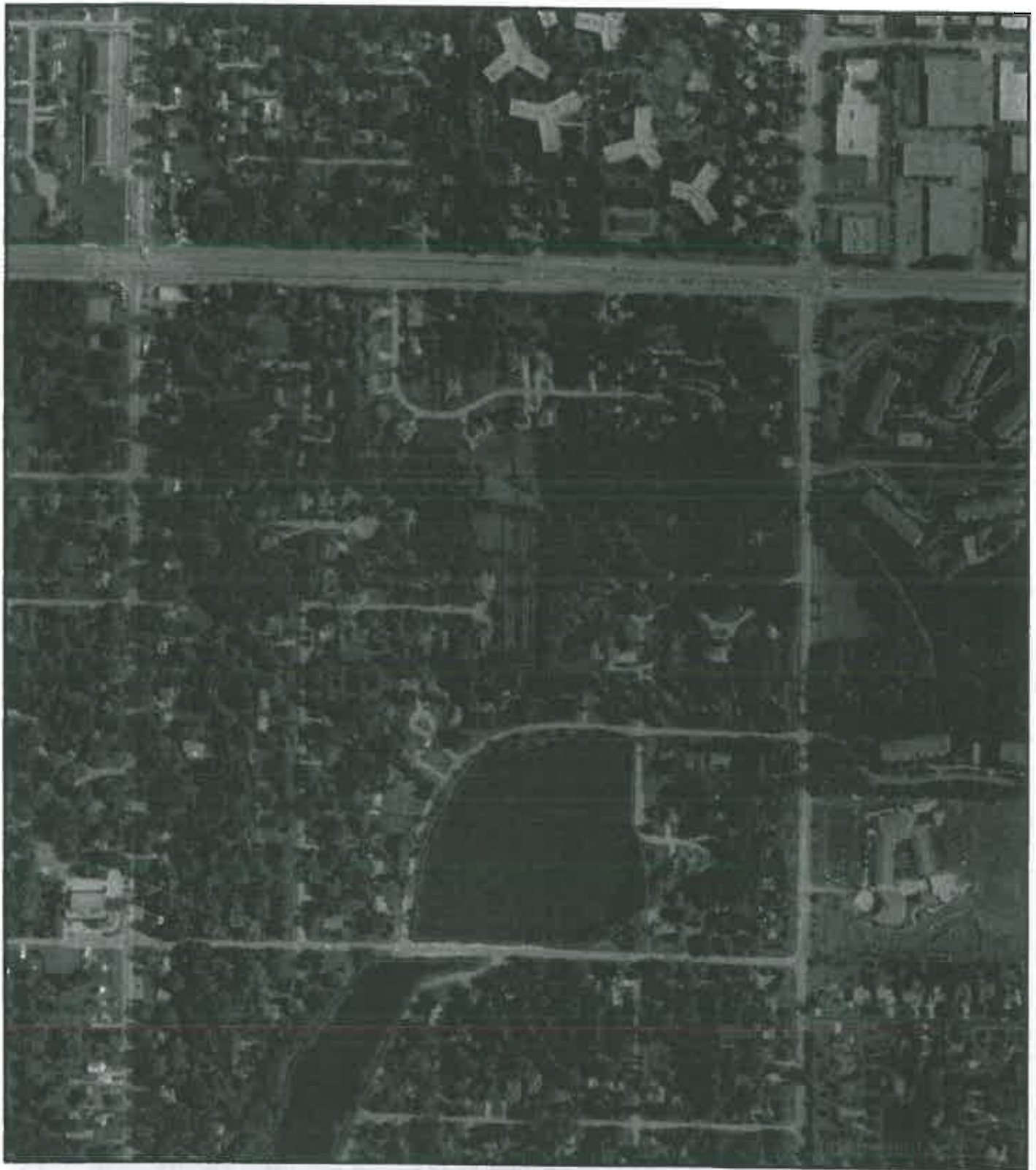
2012

HIG Project # 148709

Client Project # 20141010061

Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



2009

HIG Project # 148709

Client Project # 20141010061

Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



2005

HIG Project # 148709

Client Project # 20141010061

Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1998

HIG Project # 148709

Client Project # 20141010061

Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL

1993

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1988

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1981

HIG Project # 148709

Client Project # 20141010061

Approximate Scale 1:6000 (1"=500')





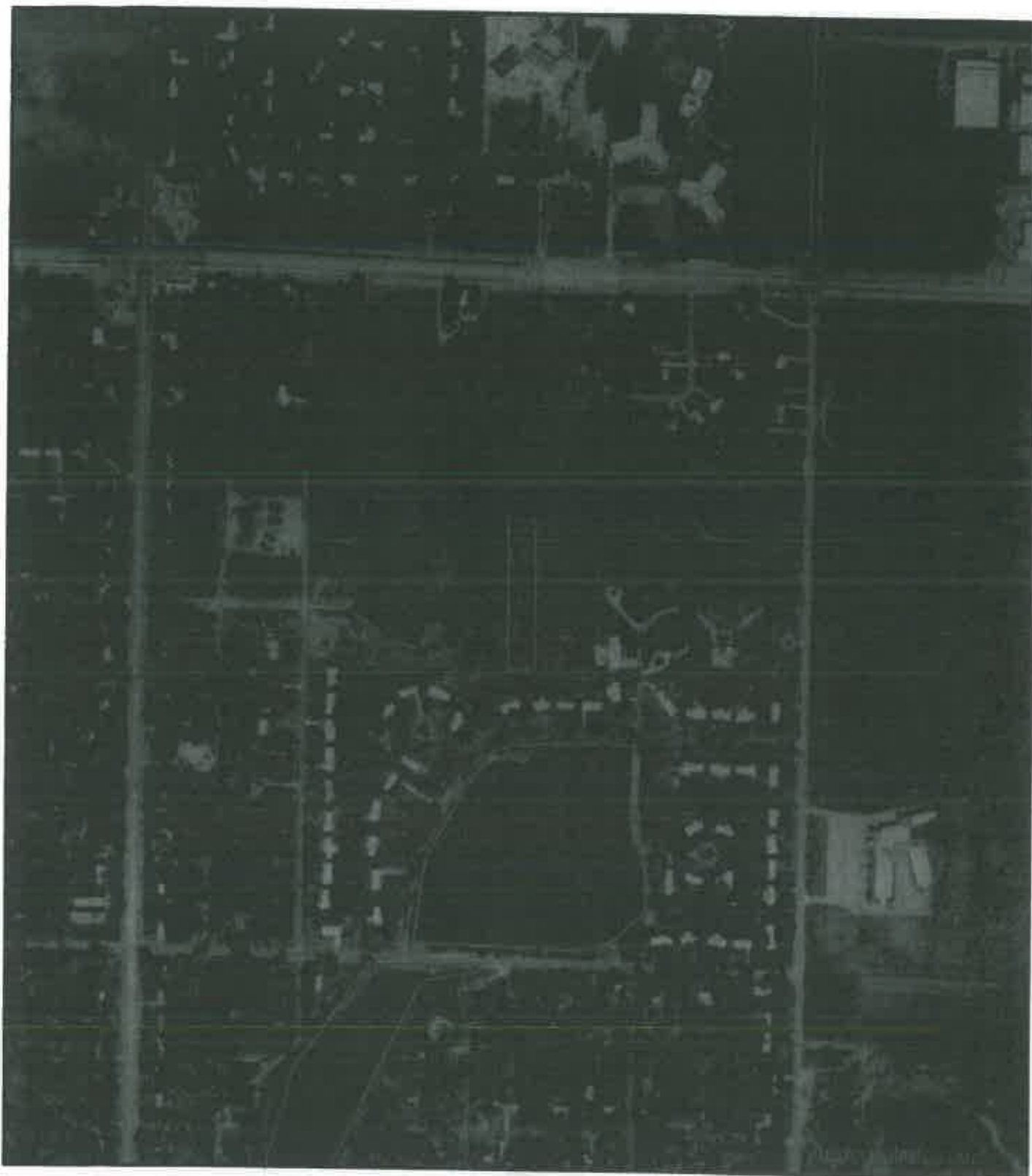
GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1978

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1974

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



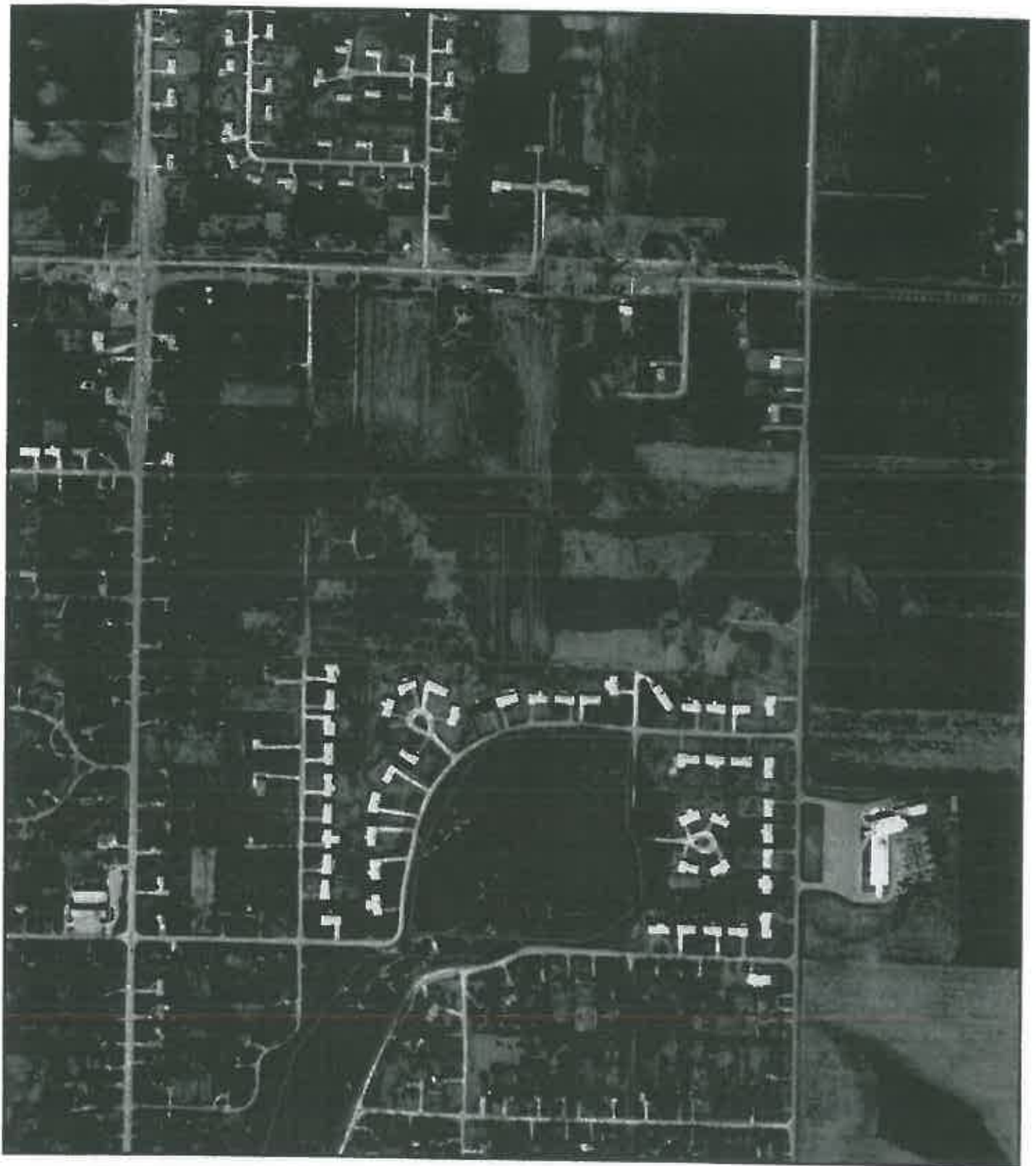
1967

HIG Project # 148709

Client Project # 20141010061

Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL

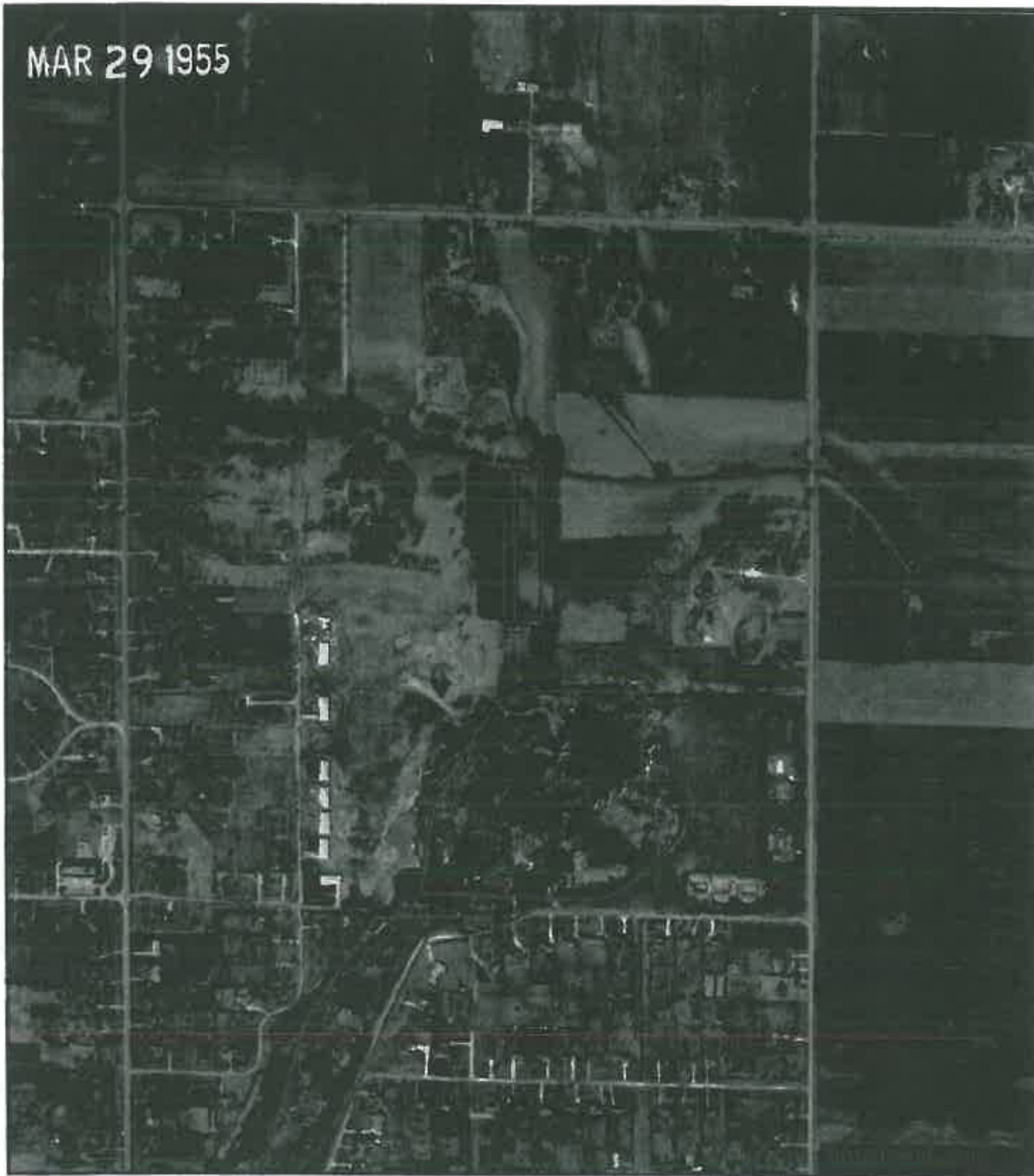


1962

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')



MAR 29 1955



GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1955

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1951

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')





GEC - MWRD Willow Road
n/a
Prospect Heights, IL



1938 West

HIG Project # 148709
Client Project # 20141010061
Approximate Scale 1:6000 (1"=500')





US Army Corps
of Engineers
Chicago District

US ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT
REQUEST FOR A LETTER OF NO OBJECTION

The proponent agency is CELRC-TS-R.

THIS FORM CAN BE USED WHEN YOU WANT CONFIRMATION THAT A PROJECT ON YOUR PROPERTY DOES NOT FALL UNDER THE REGULATORY REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS (USACE). PLEASE SUPPLY THE FOLLOWING INFORMATION AND SUPPORTING DOCUMENTS DESCRIBED BELOW. THIS FORM CAN BE FILLED OUT ONLINE AND THEN PRINTED. IT MUST BE SIGNED BY THE PROPERTY OWNER TO BE CONSIDERED A FORMAL REQUEST. SUBMITTING THIS REQUEST AUTHORIZES THE US ARMY CORPS OF ENGINEERS TO FIELD INSPECT THE PROPERTY SITE, IF NECESSARY, TO HELP IN THE DETERMINATION PROCESS. THE PRINTED FORM AND SUPPORTING DOCUMENTS SHOULD BE MAILED TO:

US ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT
REGULATORY BRANCH
231 SOUTH LASALLE STREET, SUITE 1500
CHICAGO, ILLINOIS 60604
PHONE: 312.846.5530
FAX: 312.353.4110

ADDITIONALLY, YOU MAY EITHER CALL OUR BRANCH TELEPHONE AT 312.846.5530 OR VIEW OUR WEBSITE AT <http://www.lrc.usace.army.mil/Portals/36/docs/Regulatory/newapps.pdf> TO DETERMINE WHICH NUMBER AND PROJECT MANAGER HAS BEEN ASSIGNED TO YOUR REQUEST. PROJECT MANAGER CONTACT INFORMATION CAN BE FOUND HERE: <http://www.lrc.usace.army.mil/Missions/Regulatory/ContactInfo.aspx>. PLEASE CONTACT US IF YOU NEED ANY ASSISTANCE WITH FILLING OUT THIS FORM.

SECTION I - LOCATION AND INFORMATION ABOUT PROPERTY TO BE SUBJECT TO A LETTER OF NO OBJECTION

1. PROPERTY ADDRESS LOCATION

2. CITY OR UNINCORPORATED NAME

3. STATE

4. ZIP CODE

5. COUNTY

6. TOWNSHIP NAME

7. QUARTER

8. SECTION

9. TOWNSHIP

10. RANGE

11. PM

12a. LATITUDE IN DECIMAL DEGREES "NORTH"

b. LONGITUDE IN DECIMAL DEGREES "WEST"

13. SIZE OF PROPERTY IN ACRES

14. TAX PIN

15. PRIOR OR RELATED USACE PROJECT NUMBER

16. OTHER DESCRIPTIVE INFORMATION

17. IS THE PROPERTY SUBJECT TO A CONSERVATION EASEMENT OR DEED RESTRICTION?

☐ YES (specify below) ☐ NO

IF YES, PLEASE EXPLAIN AND SUBMIT DETAILS OF THE PROJECT AREA.

18. WAS THE PROPERTY A SITE FOR MITIGATION PURSUANT TO A PROJECT PREVIOUSLY PERMITTED BY USACE? ☐ YES (specify below) ☐ NO

IF YES, PLEASE EXPLAIN AND SUBMIT DETAILS OF THE PROJECT AREA.

19. IS THE PROPERTY NEIGHBORING / ADJACENT TO / BORDERING A PROJECT PREVIOUSLY PERMITTED BY USACE?

☐ YES (specify below) ☐ NO

IF YES, PLEASE EXPLAIN AND SUBMIT THE NAME OF THE PROJECT, THE PERMITTEE'S NAME AND / OR ADDRESS, AND CORPS PERMIT NUMBER, IF AVAILABLE.

SECTION II - PROPERTY OWNER / REQUESTOR'S CONTACT INFORMATION**1. PROPERTY OWNER NAME (Last, First MI) (must be an individual)****2. PROPERTY OWNER COMPANY (if applicable)****3. MAILING ADDRESS (Street, Post Office Box, City, State and Zip Code)****4. DAYTIME TELEPHONE NUMBER****5. FAX NUMBER****6. E-MAIL ADDRESS****IF THE PERSON REQUESTING THE LETTER OF NO OBJECTION IS NOT THE PROPERTY OWNER, PLEASE ALSO SUPPLY THE REQUESTOR'S CONTACT INFORMATION HERE.****7. REQUESTOR'S NAME (Last, First MI)****8. COMPANY (if applicable)****9. MAILING ADDRESS (Street, Post Office Box, City, State and Zip Code)****10. DAYTIME TELEPHONE NUMBER****11. FAX NUMBER****12. E-MAIL ADDRESS****IF YOU HAVE ANY OF THE FOLLOWING INFORMATION, PLEASE INCLUDE IT WITH YOUR REQUEST: WETLAND DELINEATION, GRADING PLANS, RELEVANT MAPS, TOPOGRAPHIC SURVEY, AND SITE PHOTOGRAPHS. PLEASE IDENTIFY ON THE REQUIRED SITE MAP, PLAT OF SURVEY, OR IN A SEPARATE DRAWING: THE FOOTPRINT, LOCATION, AND TYPE OF POTENTIAL WORK. IT WILL ASSIST US IN DETERMINING IF NO PERMIT IS NECESSARY, AND WILL BE REFERENCED IN OUR RESPONSE LETTER.****13. PLEASE DESCRIBE THE PROPOSED WORK ON THE PROPERTY****SECTION III - SIGNATURE CERTIFICATION****I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS REQUEST FOR A LETTER OF NO OBJECTION IS ACCURATE AND COMPLETE.****1a. DATE (YYYYMMDD)****b. SIGNATURE OF PROPERTY OWNER**



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

August 17, 2015

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

Re: 11 E. Camp McDonald Parking Lot and House Demolition Project
Bid Recommendation & Bid Tabulation

Dear Mr. Wade:


The City received four bids on August 13, 2015 at 10:00 AM for the above referenced project. We have checked all bids and bid price extensions. The results are displayed on the enclosed bid tabulation. The low base bid of \$317,740.00 (as corrected) was received from Chicagoland Paving Contractors Inc. of Lake Zurich, Illinois. The engineer's opinion of probable cost was \$325,942.50. We found one minor bidding error in Chicagoland's bid, which did not affect the outcome of the bids. Bids ranged from \$317,740 to \$373,952.

As with all projects, this project was advertised publicly with over 15 companies expressing initial interest in it. Five contractors ended up picking up the contract documents. The bid includes demolition of the house, foundation backfill and construction of the parking lot as per the specifications. The final completion date for the project is October 30, 2015.

Our office has worked with Chicagoland Paving on similar projects over the years and we are confident that they will complete the project in general conformance with the plans, specifications and in a timely manner. Their quality of work on projects that our office has witnessed has been at or above industry standards.

Based upon all the above, we believe that Chicagoland Paving Contractors Inc. will complete this project in general conformance with the plans, specifications and in a timely manner. We recommend award of the project to Chicagoland Paving Contractors Inc. at the unit prices bid and an estimated total cost of \$317,740.00.

Sincerely,
Gewalt Hamilton Associates, Inc.


Steven D. Berecz, P.E.
Senior Engineer

Cc: Steve Cutaia, Director of Public Works

4755.028 Bid Tabulation

City of Prospect Heights
 Parking Lot Address 11 East Crisp McDonald Road
 907701000
 August 13, 2019

ITEM NO.	DESCRIPTION	QTY	UNIT	Engineer's Estimate	Chicago-based Pricing Labor Zurich, IL	Orange Creek, LLC Est. Id. #	Alber Parking Co. Aurora, IL	Items Complete Southwest, IL	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	TREE REMOVAL (UNDER 10 UNITS DIAMETER)	225	UNIT DIA	\$40.00	\$9,000.00	\$30.00	\$6,750.00	\$40.00	\$9,000.00
2.	TREE REMOVAL (OVER 10 UNITS DIAMETER)	180	UNIT DIA	\$40.00	\$7,200.00	\$30.00	\$5,400.00	\$40.00	\$7,200.00
3.	DEMOLITION	1	L 8' DIA	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
4.	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	75	CU YD	\$2,275.00	\$170,625.00	\$2,275.00	\$170,625.00	\$2,275.00	\$170,625.00
5.	POUROUS GRANULAR ENHANCEMENT	75	CU YD	\$2,275.00	\$170,625.00	\$2,275.00	\$170,625.00	\$2,275.00	\$170,625.00
6.	CONSTRUCTION ENTRANCE	1	L 8' DIA	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
7.	BILT FENCE	800	FOOT	\$2.00	\$1,600.00	\$2.00	\$1,600.00	\$2.00	\$1,600.00
8.	INLET FILTER BARRET	8	EACH	\$1,200.00	\$9,600.00	\$1,200.00	\$9,600.00	\$1,200.00	\$9,600.00
9.	CLEARING AND GRUBBING	1	L 8' DIA	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
10.	TRENCH BACKFILL	120	CU YD	\$2,275.00	\$273,000.00	\$2,275.00	\$273,000.00	\$2,275.00	\$273,000.00
11.	SHED AND DECK REMOVAL	1	L 8' DIA	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
12.	DRIVEWAY PAVEMENT REMOVAL	100	SQ YD	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
13.	PAVEMENT REMOVAL FULL DEPTH	25	SQ YD	\$25.00	\$625.00	\$25.00	\$625.00	\$25.00	\$625.00
14.	BRICK PAVEMENT REMOVAL	500	SQ FT	\$2.50	\$1,250.00	\$2.50	\$1,250.00	\$2.50	\$1,250.00
15.	SIDEWALK REMOVAL	600	SQ FT	\$2.50	\$1,500.00	\$2.50	\$1,500.00	\$2.50	\$1,500.00
16.	CURB AND GUTTER REMOVAL	10	FOOT	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00
17.	FENCE REMOVAL	180	FOOT	\$2.50	\$450.00	\$2.50	\$450.00	\$2.50	\$450.00
18.	CONCRETE BASE COURSE IN FRONT OF CURB	20	80 YD	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00
19.	BR 12 COMBINATION CONCRETE CURB AND GUTTER	800	FOOT	\$30.00	\$24,000.00	\$30.00	\$24,000.00	\$30.00	\$24,000.00
20.	AGGREGATE BASE COURSE, TYPE B, 4"	240	80 YD	\$1.25	\$300.00	\$1.25	\$300.00	\$1.25	\$300.00
21.	AGGREGATE BASE COURSE, TYPE B, 6"	2,000	80 YD	\$1.25	\$2,500.00	\$1.25	\$2,500.00	\$1.25	\$2,500.00
22.	HOT-MIX ASPHALT SURFACE COURSE, MK D, 1.5"	220	TON	\$10.00	\$2,200.00	\$10.00	\$2,200.00	\$10.00	\$2,200.00
23.	HOT-MIX ASPHALT BINDER COURSE, IL 18.0, 1.5"	375	TON	\$5.50	\$2,062.50	\$5.50	\$2,062.50	\$5.50	\$2,062.50
24.	PRIME COAT	700	GAL	\$1.00	\$700.00	\$1.00	\$700.00	\$1.00	\$700.00
25.	INLET, TYPE 1 FR & GRATE	2	EACH	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00
26.	CATCH BASIN, TYPE A, 4' DIA, RESTRICTOR PLATE, TY 1 FR & GR	2	EACH	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00
27.	MANHOLE, TYPE A, 4' DIA, TY 1 FR & GR	1	EACH	\$5,750.00	\$5,750.00	\$5,750.00	\$5,750.00	\$5,750.00	\$5,750.00
28.	STORM SEWER, PCD 30" DIA, 12'	2	EACH	\$2,340.00	\$4,680.00	\$2,340.00	\$4,680.00	\$2,340.00	\$4,680.00
29.	CONNECTION TO EXISTING STRUCTURE	240	FOOT	\$8.00	\$1,920.00	\$8.00	\$1,920.00	\$8.00	\$1,920.00
30.	THERMOPLASTIC PAVEMENT MARKING LINE 4"	1,350	FOOT	\$1.00	\$1,350.00	\$1.00	\$1,350.00	\$1.00	\$1,350.00
31.	THERMOPLASTIC PAVEMENT MARKING LINE 24"	15	FOOT	\$14.00	\$210.00	\$14.00	\$210.00	\$14.00	\$210.00
32.	THERMOPLASTIC PAVEMENT MARKING LETTERS AND SYMBOLS	18	80 FT	\$15.00	\$270.00	\$15.00	\$270.00	\$15.00	\$270.00
33.	BOARD ON BOARD FENCE	280	FOOT	\$30.00	\$8,400.00	\$30.00	\$8,400.00	\$30.00	\$8,400.00
34.	ADA PARKING SIGN, COMPLETE	2	EACH	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
35.	REMOVE AND RESET STREET SIGN	1	EACH	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
36.	LIGHTING CONTROLLER, SPECIAL	1	EACH	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
37.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
38.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
39.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
40.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
41.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
42.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
43.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
44.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
45.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
46.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
47.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
48.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
49.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
50.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
51.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
52.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
53.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
54.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
55.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
56.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
57.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
58.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
59.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
60.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
61.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
62.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
63.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
64.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
65.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
66.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
67.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
68.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
69.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
70.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
71.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
72.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
73.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
74.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
75.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
76.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
77.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
78.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
79.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
80.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
81.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
82.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
83.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
84.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
85.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
86.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
87.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
88.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
89.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
90.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
91.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
92.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
93.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
94.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
95.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
96.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
97.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
98.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
99.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
100.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
101.	LIGHT POLE FOUNDATION, 24" DIA	16	FOOT	\$30.00	\$480.00	\$30.00	\$480.00	\$30.00	\$480.00
102.	LIGHT POLE, SPECIAL	2	EACH	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
103.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1" DIA	225	FOOT	\$3.00	\$675.00	\$3.00	\$675.00	\$3.00	\$675.00
104.	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA	40	FOOT	\$8.00	\$320.00	\$8.00	\$320.00	\$8.00	\$320.00
105.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 8	675	FOOT	\$1.75	\$1,181.25	\$1.75	\$1,181.25	\$1.75	\$1,181.25
106.	ELCOTING CABLE IN CONDUIT, 600V PLASTIC TYPE (USE) NO. 6	40	FOOT	\$2.00	\$800.00	\$2.00	\$800.00	\$2.00	\$800.00
10									

SUPPORTING DOCUMENTS FOR ITEMS F&G

AGENDA
August 27, 2015

PLAN/ZONING BOARD OF APPEALS
Prospect Heights City Hall
8 North Elmhurst Road – 7 p.m.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF MINUTES**
July 23, 2015
- IV. Plan Commission Public Meeting: Case No. ZBA-15-07 Final Plat - Lot Consolidation**
Applicant: Prospect Heights Library District
Address: 12 N. Elm Street
The Library Board is requesting that the lot at 100 N. Elm Street be consolidated with the Library's lot at 12 N. Elm Street.
- V. Public Hearing: Case No. ZBA-15-08SU Special Use Permit**
Applicant: Prospect Heights Library District
Address: 100 N. Elm Street
Requesting to improve the lot as an auxiliary parking lot, the new auxiliary lot will provide thirty-four additional parking spaces expanding the existing Special Use Permit.
- VI. COMMUNICATIONS**
- VII. OLD BUSINESS**
- VIII. NEW BUSINESS**
- IX. ADJOURNMENT**

**City of Prospect Heights
Plan/Zoning Board of Appeals
July 23, 2015**

The regular meeting of the Plan/Zoning Board of Appeals was called to order at 7:05 pm by Chairman Weidman, at City Hall, 8 N. Elmhurst Road, in Prospect Heights, Illinois.

ROLL CALL:

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

Present at the meeting: Director of Building & Development Dan Peterson, City Attorney Mike Zimmerman, Bryan Borzykowski of Gewalt Hamilton and Recording Secretary Julie Malik-Mordian.

APPROVAL OF May 28, 2015 MINUTES

Motion made by Commissioner Wienold, seconded by Commissioner Jones, to approve the meeting minutes from May 28, 2015 as presented. The motion was approved by a roll call vote.

ROLL CALL VOTE:

AYES: Commissioners Jones, Roscoe, Frank-Watson, Tammen, Wienold, Dash and Chairman Weidman
NAYS: None
ABSENT: None
ABSTAIN: None
Motion carried.

Case No. ZBA-15-05 Map Amendment

Applicant: City of Prospect Heights

Address: 11 E. Camp McDonald Rd.

Requesting a Map Amendment from R1 to B1 to allow for construction of a parking lot.

Chairman Weidman entered the following exhibits into the record:

ZBA Exhibit 1: Application

ZBA Exhibit 2: Plat of Survey

ZBA Exhibit 3: Legal Notice

ZBA Exhibit 4: Certificate of Publication

ZBA Exhibit 5: List of Property Owners Notified along with the Green Cards

ZBA Exhibit 6: Site/Engineering Plans Dated 6-3-15

ZBA Exhibit 7: Photometric Drawings

Chairman Weidman swore in Daniel A. Peterson 8 N. Elmhurst Rd Prospect Heights, IL 60070.

Mr. Peterson stated tonight the City is applying for a Map Amendment to rezone the property at 11 E. Camp McDonald Rd. from R1 to B1. The reason for the zoning is the City plans to remove the building, and to construct a parking lot that would serve the community, Fire District, Police Department & the adjacent B-1 District to open up additional parking lot that would benefit the down town shopping center.

Staff Report concluded the application met the conditions of a Map Amendment but there were a couple of items that were identified to be addressed during review. The plan does provide screening with an 8ft. fence on the east and south property lines with adequate screening to the adjoining neighbors. On the front side landscaping that will meet the 3ft. requirement for screening adjacent to the roadway and on the west side seven parkway trees are proposed to meet the tree requirement of the application. From a stand point of the City this would be a great asset and benefit to our community.

Commissioner Wienold asked "Are there any concerns about the pedestrian traffic on Camp McDonald Road?"

Mr. Peterson stated, "I don't believe that will be a major issue; we have a controlled light fixture at the intersection of Elmhurst and Camp McDonald Rd. and it has a pedestrian crosswalk and timer which would provide safety for pedestrian access at that point."

Chairman Weidman asked "Is there going to be a designated crosswalk and signage between the Police Station and the Fire Station across the parking lot?"

Mr. Peterson stated at this time the City is not proposing to put a crosswalk in that location, we believe the safest place for pedestrian access is at the controlled intersection with the light, the timer and designated crosswalk and markings. The location is the accessible location for the proper crosswalk.

Chairman Weidman stated there is an obvious need for this parking lot, if you drive by and see the business at Deli-4-You has its tremendous and the other tenants, this would be very helpful for them and it's a good plan.

Commissioner Jones stated what about lighting spillover and height of the lighting standards and general overview in the photometric you have the four lights in the center.

Mr. Peterson stated correct the lights are in the center of the parking lot and under the initial review the intensity of the lights have exceed our requirements of the zoning code. However, we did receive notification from Gewalt Hamilton & Associates that they lowered the intensity of the lights and the lighting will meet our standards of no more than 3ft. candles. The heights of the poles are 12 feet they are very low, they will be non-spill type fixtures and the photometric plan shows there is zero spillage of light on the adjacent property lines.

Commissioner Roscoe stated that's 12 feet from grade or from the top of the concrete pylon.

Mr. Peterson stated its 12 feet from grade.

Commissioner Jones asked "Will the City be responsible for the fencing?"

Mr. Peterson stated, Yes.

Commissioner Roscoe stated so there will be an 8ft. high fence board on board, it has two sides.

Mr. Peterson stated, Yes.

Commissioner Frank-Watson asked "Will there be a crosswalk for pedestrians from Maple to the shopping center?"

Mr. Peterson responded at this time it's not proposed, it's something the City can look into.

Chairman Weidman swore in Mr. Ron Johnson 1 Marberry Prospect Heights, IL 60070.

Mr. Johnson provided a written list of concerns and photos to the Chairman and the PZBA members. He lives just south of the property and has some concerns. The first list of concerns are about the whole corner which some is maintained by the City and some by the Deli. The landscaping where the street is closed off has deteriorated over the years since they put up the Post Office. There used to be six 4x4 with red signs with a fence on each side of the grass.

Since then the fence outside of the grass is gone, cars would drive over the grass to get through. Then there were three 4x4 signs that are missing and cars drive through on the sidewalk and drive right on the crosswalk where people walk. The City has trimmed up the trees from the ground and you can see more of the back of the building. There is fence that is missing from the Post Office which is piled up behind the building.

Then at the Deli at the back of the building they stack up the cardboard bundles and make it look like an eye sore and a fire hazard and put it under the electrical transformers. The lighting on the Deli used to be restricted where it didn't flow in my backyard and now it fills my backyard.

Grass cutting which there are huge boulders that are still there from the winter when Public Works plowed the snow and it hasn't been removed when they cut around it. If all these issues are all completed you have my blessing to go forward with the Parking lot. Also had a few more concerns regarding fencing, lighting and site drainage.

Chairman Weidman swore in Bryan Borzykowski at Gewalt Hamilton & Associates 1693 Faircourt Drive Grayslake, IL 60030.

Mr. Borzykowski stated the site drainage is going to connect to a storm sewer on the Camp McDonald Right-of-Way it's a Cook County storm sewer and where currently trying to secure a permit through them. We have to provide a small amount of dentition so there will be a restrictor in one of the man holes and there is surface storage on the pavement. The overflow route the storm sewer was going to clog is going out the entrance of the new parking lot and onto Maple then towards to Camp McDonald Rd.

Mr. Johnson stated I used to have a building in Elk Grove Village, which had no restrictors and the parking lot would fill-up with water.

Chairman Weidman stated the engineering will have to be approved and I'm sure that it has been addressed and I don't think there is going to be any problems.

Mr. Johnson stated snow plowing is an issue; I take my snow blower and plow the sidewalks for my neighbors to pass through to the shopping plaza. I would like to know what the City is going to do regarding the snow plowing in the shopping plaza. Also what about overnight parking?

Chairman Weidman swore in Mr. Steve Skiber 8 N. Elmhurst Rd Prospect Heights, IL 60070.

Mr. Skiber stated as proposed we are not going to allow any overnight parking, it may be a shared used lot. This is going to be a municipal benefit and a benefit for the stores at the plaza, which the plaza is a legal existing non-conforming regards to parking. There is no plan for any overnight parking.

Mr. Johnson stated I have one more thing if this goes through; I want to make sure our Covenants remain intact.

Mr. Zimmerman responded that the Covenants have an expiration date of 1970; they also had a committee set up from 1945 to approve construction and changes in the neighborhood. There are parts of the Covenants related to occupation by people of a certain race that are nullified by statute. I don't think those Covenants are enforceable.

Mr. Johnson stated when we built our house, in Prospect Heights has a 40ft. set back and the Covenants were at 50ft. and so we put it at 50ft. The building inspector said you can go to 40ft. and town won't do anything about it but if you go to 40ft. the residences can get together and sue you and make you move your house back.

Mr. Zimmerman stated I can't stop the building inspector from giving you legal opinion; there is an expiration date in those Covenants. When Covenants are set up and they reserve a lot of power to a committee with named individuals, often those are treated are called personal reservation of rights. I know the Covenants are important to you, I've read them and my opinion there no longer in affect. So I'm advising this board that these Covenants are no longer in affect.

Mr. Johnson stated this is why they stop the bank from being built.

Mr. Zimmerman stated there are a lot of things that can stop a development from happening.

Mr. Johnson stated I know this parking lot would be great for the community but we have to take the whole corner in consideration. I'm sure a Lawyer can put together something and have the residents sign to protect the Covenants. What if house next door gets demolished and they build a Chipotle restaurant? The crosswalk on the busy weekends the cars are tremendous and for the new parking lot there needs to be a crosswalk on Camp McDonald or a Yield sign for pedestrians it's a mad house.

Chairman Weidman swore in Peter Antonik Dell-4-You 9 E. Camp McDonald Rd Prospect Heights, IL 60070.

Mr. Antonik stated I would like to say thank you for coming tonight and thank the board for considering our approval for the parking lot. I think it would be beneficial for the neighbors and the City and our partners in the shopping mall. I greatly appreciate your opinion and vote for this parking lot.

Chairman Weidman swore in Mr. Edwin Kim 13 E. Camp McDonald Rd Prospect Heights, IL 60070.

Mr. Kim is concerned about the safety, traffic and privacy from the new parking lot.

Mr. Peterson stated along the east property line of the parking lot there is going to be an 8ft. fence board on board connected on the south property and front of the property on the corner. And bushes along the north lot line and trees on the west near the shopping center.

Mr. Kim asked what type of fence is it.

Mr. Peterson stated it's a board on board solid wood fence.

Chairman Weidman swore in Mrs. Lauren Kim 13 E. Camp McDonald Rd Prospect Heights, IL 60070.

Mrs. Kim stated my concern is the noise, overnight parking, and lighting from the shopping center. If this house is demolished the lighting will be an issue because of the 12ft. high lights, when the construction starts will you put up a fence before you even start the work. After you've demolished the house and make it a parking lot, which is a great benefit for the City, though I still feel concerned about it. So please explain to me how can you make me feel more comfortable?

Mr. Peterson stated the City will take this comment under advisement and will evaluate the safety of the lot at night and make sure it's not a place for loitering. We will address the parking lot takes up the majority of the lot and will put up barriers to keep erosion and construction silt fencing and to make sure construction work stays within the confines of our lot.

Chairman Weidman stated so there is no adverse effect on the neighbor's property to the east, not with soil erosion and not with construction debris. All of the construction will be contained in this lot.

Mr. Peterson stated that's correct, we will be monitoring it by our own staff and Gewalt Hamilton staff, regularly monitoring the site.

Chairman Weidman stated there is zero spillage of light at the property line.

Mrs. Kim stated I'm concerned about the fence which is 8ft. and the lighting which is 12ft. it's going to be very bright for us, is the lighting going to be like the shopping plaza where it's lit all night?

Mr. Peterson stated the lights that are proposed are a non-spill light fixture which directs the lights down with shields on the sides it should reduce the glare and light spillage should not cross over the property which is shown on the photometric plan.

Chairman Weidman stated we are a recommending body and this will go to the City Council for final approval or disapproval.

Mrs. Kim asked what time is the parking lot closed; do you have a set time.

Mr. Peterson stated no, the parking lot is an open lot.

Chairman Weidman stated I don't think we can answer that question if it's for the people at Deli-4-You or if the Police or Fire Department needs to use the lot and leave the cars there overnight. This lot is not for overnight parking.

Commissioner Roscoe stated to clarify a few things, during events the City will use the parking lot and will not go into the night. We're not expecting festivals going until 2:00 a.m. in the morning in this parking lot; it's just general City use. In the evening there will be plenty of spots to park, there won't be a lot of use in the evening.

The light fixture design will focus of the light into the property itself and lights are focused to go into the parking lot. The fencing issue is temporary to protect things if there are any issues, once ground is broken into, we'll get in and get it done. The permanent fencing will be put up for the privacy and protection of the residents.

Mr. Peterson stated we're talking about this construction season, if all goes well that is the target goal to get this parking lot into the ground.

Commissioner Frank-Watson stated concern about the lack of a crosswalk over across Maple to the adjacent parking lot.

Mr. Peterson stated I will take your concern and comments and will review with the Administration and I believe it's something we can address. I do have to get the Administrative approval and will get back to you.

Commissioner Frank-Watson stated also need additional signage just indicating the pedestrian walkway.

Mr. Peterson stated the goal is to make the public benefit a safe amenity as the City can have to benefit the community.

Commissioner Frank-Watson stated what about the shopping carts.

Mr. Peterson stated we will be working with the owner at the Deli and make sure the carts will not become abandoned in the parking lot.

Motion made by Commissioner Tammen, seconded by Commissioner Wienold.

ROLL CALL VOTE:

AYES: Commissioners Tammen, Frank-Watson, Jones, Roscoe, Wienold, Dash and Chairman Weidman.

NAYS: None

ABSENT: None

ABSTAIN: None

Motion carried.

Case No. 15-06SU

Applicant: Stella's Prospect Heights LLC

Address: 1201 A N. Elmhurst Rd.

Requesting a Special Use for a sit down restaurant in a B-1 District.

Chairman Weidman entered the following exhibits into the record:

ZBA Exhibit 1: Application

ZBA Exhibit 2: Legal Notice

ZBA Exhibit 3: Certificate of Publication

ZBA Exhibit 4: List of Notice to Property Owners

ZBA Exhibit 5: Plat of Survey

ZBA Exhibit 6: Proposed Floor Plans/Green cards

ZBA Exhibit 7: Letter from Affiliated Realty

Mr. Peterson read the letter from Affiliated Realty Management:

We represent the owners and connection with Stella's application, please be advised that we will undertake to remove the current drop box and will look into re-stripping the lot to increase total available parking spaces by six.

Very Truly Yours,

Affiliated Realty Management

Mark S. Kipnis

Vice President

Chairman Weidman swore in Charity Jones, 638 Glenview Ave Highland Park, IL 60035

Mrs. Jones stated we are proposing opening a Stella's Place in the shopping center at 1201 N. Elmhurst Rd., we are proposing to take end cap space and need a Special Use Permit for this sit down restaurant in a B1 District and so we like to request that from the board.

We submitted a Plat of Survey that had shown a different stripping to the parking lot, which is there now. Apparently overtime it's been deteriorating or has been rearranged so we asked the landlord to go back to the original Plat of Survey to allow the right amount of parking spaces for a restaurant.

Mr. Peterson stated currently parking lot has 54 spaces, 50 regular spaces, 1 compact space and 3 handicap spaces which are compliant with the Illinois Accessibility code and Attorney General's office for accessibility. According to the original site plan there were 11 spaces along the southern curb line which have been reconfigured to have 4 spaces along the building versus the south curb. There is a potential to gain 6 additional spaces which would meet the 7 parking spaces required to support this use.

Commissioner Tammen asked "What are the hours of operation?"

Mrs. Jones stated we proposed the hours of operation to be those of the liquor license hours or hours of operation that support the restaurant or community to support the restaurant.

Chairman Weidman asked "how many similar restaurants do you have in the area?"

Mrs. Jones stated close to this municipality we have 3 in Wheeling that would be the closest to Prospect Heights in this area.

Commissioner Jones asked a question which relates to the parking. Is there enough room down there on the south east corner, is there enough room to tough to turn around in that last spot.

Mr. Peterson stated I do believe there is enough room to turn around using the alley way behind the access and loading spaces for the current businesses.

Commissioner Dash asked is there not enough room to align the parking spots perpendicular to the property line or do they have to be angled.

Mr. Peterson stated that is correct; there is not enough room to make the full 90 degree turn.

Commissioner Dash stated instead you have to pull in and back the car all the way out to get out.

Mr. Peterson stated you can back out and pull down to do a safe three point turn at the end of the south east corner.

Commissioner Jones asked is there any structural changes to the building.

Mrs. Jones stated no, just signage change.

Motion made by Commissioner Roscoe, seconded by Commissioner Jones.

ROLL CALL VOTE:

AYES: Commissioners Tammen, Frank-Watson, Jones, Roscoe, Wienold, Dash and Chairman Weidman.

NAYS: None

ABSENT: None

ABSTAIN: None

Motion carried.

COMMUNICATIONS

Welcome New Building Director Daniel Peterson

OLD BUSINESS

None

NEW BUSINESS

None

ADJOURNMENT

The July 23, 2015 Plan/Zoning Board of Appeals meeting was adjourned by unanimous voice vote, at 7:55pm with a motion made by Commissioner Tammen and seconded by Commissioner Roscoe.

Respectfully Submitted,

Julie Malik-Mordian, Recording Secretary

RECEIVED
CITY OF PROSPECT HEIGHTS

2015 AUG -5 AM 9: 05

FOR OFFICE USE ONLY:

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

APPLICATION

PLAN/ZONING BOARD OF APPEALS
APPLICATION

☒ Special Use (\$400)

☐ Variation (\$150)

☐ Text Amendment (\$300)

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

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

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

APPLICANT: Board of Trustees of the Prospect Heights Public Library District, Cook County, Illinois

ADDRESS: 12 N. Elm Street
Prospect Heights, IL 60070-1405

PHONE: Home: _____ Work: 847-259-3500 Cell: _____

ADDRESS OF SUBJECT PROPERTY: 100 N. Elm Street
Prospect Heights, IL 60070-1405

PROPERTY IS LOCATED IN THE R1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 9.00

DESCRIPTION OF REQUEST: Please see attached

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

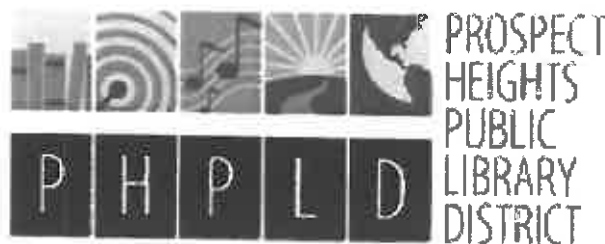
Has the property been the subject of previous or pending administrative legislative or court action: YES ☐ NO ☒ If yes, give details: _____

The following items MUST be submitted at time of filing:

1. Application (12 copies)
2. Plat of Survey (12 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application (12 copies). (Note*- please include one copy for file no larger than 11"x17").
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only -12 copies)
5. Notice to Property Owners (1 copy) -Note: Explanation of Request should match description on Application
6. List of Property Owners (1 copy) obtained from the Wheeling Township Office, 1616 N. Arlington Heights, Rd., Arlington Heights, IL 60004 - Tel: 847/259-1515 of all properties lying within 350 ft. of property line/subject's property once approved confirmation letter from the City of Prospect Heights is received.
7. Application Fee (cash or check made payable to: City of Prospect Heights)

Date: August 4, 2015


Signature of Applicant



August 3, 2015

City of Prospect Heights
Plan/Zoning Board of Appeals

Dear Plan/Zoning Board of Appeals Members:

The Board of Trustees of the Prospect Heights Public Library District (Library Board) is submitting plans to the Plan/Zoning Board of Appeals (PZBA) to obtain a special use permit for the property at 100 N. Elm Street (PIN – 03-22-305-015-0000) to improve the lot as an auxiliary parking lot. The Library Board also requests that this lot be consolidated with the Library's lot (PIN - 03-22-305-021-0000). The new auxiliary lot will provide thirty-four additional parking spaces for the Library District, bringing the total to one hundred.

There is a sales contract between the owners of the 100 N. Elm property and the Library Board with the stipulation that the Library Board must have the necessary zoning variances in hand before closing. That is the reason why these applications come before the PZBA before the property closing. The Library coordinated with the City and the MWRD to ensure that our applications meet all appropriate code requirements. We also met with our neighbors to discuss our plans and address their concerns.

Our plan calls for the demolition of the existing structure on the 100 N. Elm property, filling in the basement, and closing septic, gas and water connections. The parking lot would be asphalt paved and sloped under ADA guidelines to direct storm water towards a central rain garden which meets city and MWRD requirements for water treatment.

The lot itself is designed to exceed most safety standards. Parking aisles are 24' wide to facilitate vehicle movements. The parking stalls are 9'x 18.5' to accommodate the inevitable snow piles from plowing. There are additional dedicated areas for safe snow storage.

The elevation of the proposed parking and central infiltration basin will be lowered to match the elevation of the existing library driveway. This will help alleviate sound, light, visual concerns. A solid or board on board composite fence will further shield our neighbors from the property. Lighting will be on a timer to keep usage to appropriate times of the day.

Sincerely,

Alexander C. Todd
Executive Director
Prospect Heights Public Library District



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer(s) (Please Print) Board of Library Trustees of the Prospect Heights Public Library District, Cook County, Illinois

3 Seller(s) (Please Print) Joseph Kirchen and Kathy Kirchen

4 If Dual Agency applies, complete Optional Paragraph 41.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the Property, all improvements, the fixtures and
6 Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the
7 Real Estate with the approximate lot size or acreage of 46 acres commonly known as:

8 100 N. Elm Street Prospect Heights Illinois 60070
9 Address City State Zip

10 Cook
11 County Unit # (if applicable) 03-22-305-015
Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: # of space(s) ; identified as Space(s) # ;
13 (check type) ☐ deeded space ☐ limited common element ☐ assigned space.

14 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and included Personal Property are owned by
15 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise
16 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems
17 together with the following items of Personal Property by Bill of Sale at Closing:

18 [Check or enumerate applicable items]

19 <input type="checkbox"/> Refrigerator	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Central Humidifier	<input checked="" type="checkbox"/> Light Fixtures, as they exist
20 <input type="checkbox"/> Oven/Range/Stove	<input type="checkbox"/> Window Air Conditioners	<input checked="" type="checkbox"/> Water Softener ^{if any}	<input type="checkbox"/> Built-in or Attached Shelving
21 <input type="checkbox"/> Microwave	<input type="checkbox"/> Ceiling Fans	<input checked="" type="checkbox"/> Sump Pumps	<input checked="" type="checkbox"/> All Window Treatments & Hardware
22 <input type="checkbox"/> Dishwasher	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Electronic or Media Air Filter	<input type="checkbox"/> Existing Storms & Screens
23 <input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> TV Antenna System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Fireplace Screens/Doors/Grates
24 <input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Security Systems (owned)	<input type="checkbox"/> Fireplace Gas Logs
25 <input type="checkbox"/> Washer	<input type="checkbox"/> Outdoor Shed	<input checked="" type="checkbox"/> Garage Door Openers	<input type="checkbox"/> Invisible Fence System, Collars & Box
26 <input type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Planted Vegetation	<input type="checkbox"/> with all Transmitters	<input checked="" type="checkbox"/> Smoke Detectors
27 <input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Outdoor Playsets	<input type="checkbox"/> All Tacked Down Carpeting	<input checked="" type="checkbox"/> Carbon Monoxide Detectors

28 Other items included: NONE

29 Items NOT included: ONLY MARKED ITEMS INCLUDED

30 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
31 operating condition at Possession, except: DNA

32 A system or item shall be deemed to be in operating condition if it performs the function for which it is
33 intended, regardless of age, and does not constitute a threat to health or safety.

34 Home Warranty ☐ shall ☒ shall not be included at a Premium not to exceed \$

35 **4. PURCHASE PRICE:** Purchase Price of \$ 480,000.00 shall be paid as follows: UPON CLOSING.
36 of \$ by ☐ check, ☐ cash OR ☐ note due on 20 to be increased
37 to a total of \$ by 20 . The earnest money shall be held by the
38 [check one] ☐ Seller's Broker ☐ Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties.
39 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

Buyer Initial <u>JK</u>	Buyer Initial <u> </u>	Seller Initial <u> </u>	Seller Initial <u> </u>
Address <u>100 N. Elm Street</u>		<u>Prospect Heights</u>	<u>Illinois 60070</u> v. 5.0e

40 funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's
41 check is guaranteed by a licensed title insurance company).

42 **5. CLOSING:** Closing or escrow payout shall be on Prospect Heights within 14 days of approval of conditional use by City of
43 agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its
44 issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall
45 be agreed mutually by the Parties.

46 **6. POSSESSION:** ~~Unless otherwise provided in Paragraph 20,~~ ^{Within 90 days of closing} Seller shall deliver possession to Buyer ~~at the~~
47 ~~time of Closing.~~ Possession shall be deemed to have been delivered when Seller has vacated the Real Estate
48 and delivered keys to the Real Estate to Buyer or to the office of the Seller's Broker.

49 **7. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer [check one] ☐ has ☒ has
50 not received a completed Illinois Residential Real Property Disclosure Report; [check one] ☐ has ☒ has not
51 received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; [check one] ☐ has ☒ has not
52 received a Lead-Based Paint Disclosure; [check one] ☐ has ☒ has not received the IEMA Pamphlet "Radon
53 Testing Guidelines for Real Estate Transactions"; [check one] ☐ has ☒ has not received the Disclosure of
54 Information on Radon Hazards.

55 **8. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants;
56 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer;
57 and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
58 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
59 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$
60 per (and, if applicable, Master/Umbrella Association fees are \$ per). Seller agrees
61 to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed
62 prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or
63 Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate
64 taxes shall be prorated as of the date of Closing based on 100 % of the most recent ascertainable full year
65 tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the
66 most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior
67 freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary
68 documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s).

69 **9. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the
70 respective Parties, by Notice, may

71 (a) Approve this Contract; or

72 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price, or

73 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
74 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
75 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
76 shall be null and void; or

77 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
78 declare this Contract null and void and this Contract shall remain in full force and effect.

79 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 9(c). If Notice is not
80 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
81 Parties and this Contract shall remain in full force and effect.

Buyer Initial <u>TD</u>	Buyer Initial <u> </u>	Seller Initial <u> </u>	Seller Initial <u> </u>
Address <u>100 N. Elm Street</u>		<u>Prospect Heights</u>	<u>Illinois</u> <u>60072</u> <u>N. 5.00</u>

82 **10. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense
 83 (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint
 84 and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect inspection
 85 inspection of the Real Estate by one or more licensed or certified inspection service(s) ^{within 30 days of contract} acceptance (or as otherwise
 86 (a) ~~Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute~~
 87 defects and are not a part of this contingency. The fact that a functioning major component may be at
 88 the end of its useful life shall not render such component defective for purposes of this paragraph.
 89 Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the
 90 acts or negligence of Buyer or any person performing any inspection. The home inspection shall cover
 91 only the major components of the Real Estate, including but not limited to central heating system(s),
 92 central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings,
 93 floors, appliances and foundation. A major component shall be deemed to be in operating condition if it
 94 performs the function for which it is intended, regardless of age, and does not constitute a threat to health
 95 or safety. If radon mitigation is performed, Seller shall pay for any retest.
 96 (b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for
 97 which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection
 98 reports within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based
 99 paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of
 100 Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection
 101 issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this
 102 Contract shall be null and void.
 103 (c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 104 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 105 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void.
 106 (d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 107 waiver of Buyer's right to terminate this Contract under this Paragraph 10 and this Contract shall remain
 108 in full force and effect.

109 **11. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining a firm written mortgage
 110 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
 111 _____, 20____ for a [check one] ☐ fixed ☐ adjustable; [check one] ☐ conventional ☐ FHA/VA
 112 (if FHA/VA is chosen, complete Paragraph 35) ☐ other _____ loan of _____% of Purchase
 113 Price, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not
 114 exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee
 115 and/or discount points not to exceed _____% of the loan amount. Buyer shall pay the cost of application,
 116 usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 33 if closing
 117 cost credits apply.) Buyer shall make written loan application within five (5) Business Days after the Date of
 118 Acceptance. Failure to do so shall constitute an act of Default under this Contract. If Buyer, having applied
 119 for the loan specified above, is unable to obtain such loan commitment and serves Notice to Seller within
 120 the time specified, this Contract shall be null and void. If Notice of inability to obtain such loan
 121 commitment is not served within the time specified, Buyer shall be deemed to have waived this
 122 contingency and this Contract shall remain in full force and effect. Unless otherwise provided in
 123 Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real
 124 estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a
 125 loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the
 126 sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30)
 127 days after Buyer's Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a

Buyer Initial	Buyer Initial	Seller Initial	Seller Initial
Address 100 N Elm St Apt 1		Prospect Heights	Illinois 60070 v. 5.0e

128 ~~purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such~~
129 ~~event, Seller shall notify Buyer within five (5) Business Days after Buyer's Notice of Seller's election to~~
130 ~~provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and~~
131 ~~shall sign all papers necessary to obtain the mortgage commitment and to close the loan.~~

132 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for
133 an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10)
134 Business Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves
135 Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If
136 Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency
137 and this Contract shall remain in full force and effect.

138 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure
139 Report, Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
140 special flood hazard area which requires Buyer to carry flood insurance. If Notice of the option to declare
141 this Contract null and void is not given to Seller within ten (10) Business Days after the Date of
142 Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later),
143 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
144 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

145 **14. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
146 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
147 conflicting terms.

148 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and
149 conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all
150 amendments, public and utility easements including any easements established by or implied from the
151 Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall
152 rights and agreements; limitations and conditions imposed by the Condominium Property Act;
153 installments due after the date of Closing of general assessments established pursuant to the Declaration
154 of Condominium/Covenants, Conditions and Restrictions.

155 (b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
156 all special assessments confirmed prior to the Date of Acceptance.

157 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller
158 items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently
159 apply for same. This Contract is subject to the condition that Seller be able to procure and provide to
160 Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by
161 the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by
162 the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the
163 Condominium Association requires the personal appearance of Buyer and/or additional documentation,
164 Buyer agrees to comply with same.

165 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing
166 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
167 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
168 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate,
169 then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days
170 after the receipt of the documents and information required by Paragraph 14(c), listing those deficiencies
171 which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed
172 to have waived this contingency, and this Contract shall remain in full force and effect.

Buyer Initial <u>10</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>100 N. Elm Street</u>		Project Heights	Illinois 60070 v. 5.0e

173 (e) Seller shall not be obligated to provide a condominium survey.
174 (f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

175 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
176 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights,
177 ~~(or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by~~
178 ~~Seller~~ ^{BUYER} (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable,
179 subject only to: general real estate taxes not due and payable at the time of Closing; covenants, conditions
180 and restrictions of record; and building lines and easements, if any, ~~provided they do not interfere with the~~
181 ~~current use and enjoyment of the Real Estate.~~

182 **16. TITLE:** ^{Buyer's} At ~~Seller's~~ expense, ^{Buyer} Seller will ^{certain} deliver or cause to be delivered to Buyer or Buyer's attorney within
183 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a
184 title commitment for an ~~ALTA~~ title insurance policy in the amount of the Purchase Price with extended
185 coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of
186 Acceptance, subject only to items listed in Paragraph 15. ~~The requirement to provide extended coverage shall~~
187 ~~not apply if the Real Estate is vacant land.~~ The commitment for title insurance furnished by Seller will be
188 conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
189 stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any
190 encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said
191 exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure
192 against loss or damage that may result from such exceptions or survey matters or insure against any court-
193 ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to
194 Closing, Buyer may elect to take the title as it then is with the right to deduct from the Purchase Price prior
195 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title
196 covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
197 Insurance Policy.

198 ~~**17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a~~
199 ~~condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat~~
200 ~~of Survey that conforms to the current Minimum Standards of Practice for boundary surveys, is dated not~~
201 ~~more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor~~
202 ~~licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show~~
203 ~~visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The~~
204 ~~land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners~~
205 ~~shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near~~
206 ~~the professional land surveyor seal and signature: "This professional service conforms to the current Illinois~~
207 ~~Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey~~
208 ~~and is not acceptable~~

209 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to Closing,
210 this sale shall be closed through an escrow with the lending institution or the title company in accordance
211 with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the
212 Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract.
213 The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase
214 (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

215 **19. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
216 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by

Buyer Initial <u>[Signature]</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>100 N. Elm Street</u>		Prospect Heights	Illinois 60070 v. 5.0e

217 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
218 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
219 condemnation award or any insurance payable as a result of the destruction or damage, which gross
220 proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to
221 repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of
222 the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

223 **20. REAL ESTATE TAX ESCROW:** ~~In the event the Real Estate is improved, but has not been previously taxed~~
224 ~~for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be~~
225 ~~deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and~~
226 ~~Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be~~
227 ~~ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of~~
228 ~~such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be~~
229 ~~paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees~~
230 ~~to pay such excess promptly upon demand.~~

231 **21. SELLER REPRESENTATIONS:** Seller represents that with respect to the Real Estate Seller has no
232 knowledge of nor has Seller received written notice from any governmental body regarding:
233 (a) zoning, building, fire or health code violations that have not been corrected;
234 (b) ~~any pending rezoning;~~
235 (c) boundary line disputes;
236 (d) ~~any pending condemnation or Eminent Domain proceedings;~~
237 (e) easements or claims of easements not shown on the public records;
238 (f) any hazardous waste on the Real Estate;
239 (g) any improvements to the Real Estate for which the required permits were not obtained;
240 (h) ~~any improvements to the Real Estate which are not included in full in the determination of the most~~
241 ~~recent tax assessment; or~~
242 (i) ~~any improvements to the Real Estate which are eligible for the home improvement tax exemption.~~

243 Seller further represents that:

244 1. There ~~[check one]~~ ☐ is ☒ is not a pending or unconfirmed special assessment affecting the Real Estate by
245 any association or governmental entity payable by Buyer after date of Closing.
246 2. The Real Estate ~~[check one]~~ ☐ is ☒ is not located within a Special Assessment Area or Special Service
247 Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
248 If any of the representations contained herein regarding a Special Assessment Area or Special Service
249 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If
250 Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business
251 Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph
252 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain
253 in full force and effect. Seller's representations contained in this paragraph shall survive the Closing.

254 **22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
255 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the
256 Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real
257 Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate,
258 improvements and included Personal Property are in substantially the same condition as of the Date of
259 Acceptance, normal wear and tear excepted.

compliance with this section.

Buyer Initial <u>JD</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>100 N Elm Street</u>		<u>Prospect Heights</u>	<u>Illinois</u> 6-1070 v. 5.0e

260 **23. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

261 (a) Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing
262 inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by
263 municipal ordinance shall be paid by the party designated in such ordinance.

264 (b) Parties agree to comply with the reporting requirements of the applicable sections of the Internal
265 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

266 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
267 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

268 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
269 executing, negotiating, and finalizing this Contract.

270 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
271 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money
272 refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of
273 competent jurisdiction". There shall be no disbursement of earnest money unless Escrowee has been
274 provided written direction from Seller and Buyer. Absent a direction relative to the disbursement of earnest
275 money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court
276 by the filing of an action in the nature of Interpleader. Escrowee shall be reimbursed from the earnest money
277 for all costs, including reasonable attorney fees, related to the filing of the Interpleader action. Seller and
278 Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising
279 under this paragraph.

280 **27. NOTICE:** Except as provided in Paragraph 31(C)(2) regarding the manner of service for "kick-out"
281 Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or
282 attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in
283 the following manner:

284 (a) By personal delivery; or

285 (b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested.
286 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
287 mailing; or

288 (c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that
289 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is
290 transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
291 Business Day after transmission; or

292 (d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient
293 Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and
294 time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business
295 hours, the effective date and time of Notice is the first hour of the next Business Day after transmission.
296 An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this
297 Contract; or

298 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
299 following deposit with the overnight delivery company.

300 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the
301 Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be
302 entitled to collect reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of
303 competent jurisdiction.

Buyer Initial	<u>[Signature]</u>	Buyer Initial		Seller Initial		Seller Initial	
Address 100 N. Elm Street		Prospect Heights		Phone		00070 v. 5.0e	

304 **29. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
305 Attorney Review and Professional Inspection Paragraphs shall be governed by the laws of the State of Illinois
306 and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

307 **30. OTHER PROVISIONS:** This Contract is also subject to those ~~OPTIONAL PROVISIONS~~ initiated by the
308 Parties and the following attachments, if any: ATTACHED RIDER
309

310 **OPTIONAL PROVISIONS (Applicable ONLY if initiated by all Parties)**

311 **31. SALE OF BUYER'S REAL ESTATE:**

312 [Initials]

313 **(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

314 (1) Buyer owns real estate commonly known as (address):

315
316 (2) Buyer [check one] ☐ has ☐ has not entered into a contract to sell said real estate.

317 If Buyer has entered into a contract to sell said real estate, that contract:

318 (a) [check one] ☐ is ☐ is not subject to a mortgage contingency.

319 (b) [check one] ☐ is ☐ is not subject to a real estate sale contingency.

320 (c) [check one] ☐ is ☐ is not subject to a real estate closing contingency.

321 (3) Buyer [check one] ☐ has ☐ has not listed said real estate for sale with a licensed real estate broker and
322 in a local multiple listing service.

323 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple
324 listing service, Buyer [check one]

325 (a) ☐ Shall list said real estate for sale with a licensed real estate broker who will place it in a local
326 multiple listing service within five (5) Business Days after the Date of Acceptance.
327 [For information only] Broker:

328 Broker's Address: _____ Phone: _____

329 (b) ☐ Does not intend to list said real estate for sale.

330 **(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:**

331 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real
332 estate that is in full force and effect as of _____, 20____. Such contract should provide
333 for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or
334 before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of
335 Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a
336 contract for the sale of Buyer's real estate is not served on or before the close of business on the
337 date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies
338 contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this
339 paragraph is used, then the following paragraph must be completed.)

340 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in
341 Paragraph 31(B)(1) and that contract is in full force and effect, or has entered into a contract for the
342 sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon
343 Buyer closing the sale of Buyer's real estate on or before _____, 20____. If Notice that
344 Buyer has not closed the sale of Buyer's real estate is served before the close of business on the
345 next Business Day after the date set forth in the preceding sentence, this Contract shall be null and
346 void. If Notice is not served as described in the preceding sentence, Buyer shall be deemed to have
347 waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full
348 force and effect.

Buyer Initial <u>TD</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>100 N. Elm Street</u>		Prospect Heights	Illinois 60070 v. 5.0e

~~(3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 31(B)(1) (or after the date of this Contract if no date is set forth in Paragraph 31(B)(1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with Paragraph 31(D), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.~~

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE. During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

(1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 31(B), subject to Paragraph 31(D).

(2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:

(a) By personal delivery effective at the time and date of personal delivery; or

(b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

(c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

(3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force and effect.

(4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.

(5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

(6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

(D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 31(B) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$_____ in the form of a cashier's or certified check within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

(E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. ~~Seller's notice to the purchaser under the prior~~

Buyer Initial <u>10</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>100 N. Elm Street</u>		<u>Prospect Heights</u>	<u>Illinois</u> <u>60070</u> v. 5.0e

394 ~~contract should not be served until after Attorney Review and Professional Inspections provisions of this~~
395 ~~Contract have expired, been satisfied or waived.~~

396 _____ **33. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the
397 HUD-1 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to
398 Buyer at Closing \$_____ to be applied to prepaid expenses, closing costs or both.

399 _____ **34. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other
400 required forms), shall be held in a federally insured interest bearing account at a financial institution
401 designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to
402 Buyer. Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the
403 account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10)
404 Business Days prior to the anticipated Closing date.

405 _____ **35. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall
406 be applicable: Required FHA or VA amendments and disclosures shall be attached to this Contract. If VA,
407 the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one]
408 ☐ shall ☐ shall not be added to the mortgage loan amount.

409 _____ **36. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written
410 commitment for interim financing on or before _____ 20____ in the amount of \$_____.
411 If Buyer is unable to secure the interim financing commitment and gives Notice to Seller within the time
412 specified, this Contract shall be null and void. If Notice is not served within the time specified, this
413 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

414 _____ **37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain at Seller's
415 expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and
416 including a bacteria and nitrate test (and lead test for FHA loans) and/or a septic report from the applicable
417 County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic
418 inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply
419 and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy
420 any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a
421 defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach
422 agreement regarding payment of such additional cost, this Contract may be terminated by either Party.
423 Additional testing recommended by the report shall be obtained at Seller's expense. If the report
424 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with
425 a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract
426 prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day
427 prior to Closing.

428 _____ **38. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 10,
429 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a
430 written report, dated not more than six (6) months prior to the date of Closing, by a licensed inspector
431 certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no
432 visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed
433 between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the
434 option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this
435 ~~Contract null and void.~~

Buyer Initial <u>VO</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>100 N Elm Street</u>	<u>Prospect Heights</u>	<u>Illinois</u>	<u>60070</u> v. 5.0r

436 **39. POST-CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M.
437 on the date that is 90 days after the date of Closing ("the Possession Date"). Seller shall be responsible
438 for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession.
439 Seller shall deposit in escrow at Closing with BUYER'S ATTORNEY, [check one] ☐ one percent (1%) of the
440 Purchase Price or ☒ the sum of \$ 5,000.00 to be paid by Escrowee as follows:
441 (a) The sum of \$ _____ per day for use and occupancy from and including the day after
442 Closing to and including the day of delivery of Possession, if on or before the Possession Date;
443 (b) ~~The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day~~
444 after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate;
445 and
446 (c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 22
447 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the
448 possession escrow deposit referred to above. Nothing herein shall be deemed to create a
449 Landlord / Tenant relationship between the Parties.

450 **40. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its
451 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or
452 guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated
453 Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at
454 Buyer's expense. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable
455 times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by
456 the acts or negligence of Buyer or any person performing any inspection. In the event the inspection reveals
457 that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)
458 Business Days after the Date of Acceptance, ~~this Contract shall be null and void.~~ Failure of Buyer to notify
459 Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under
460 this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges that the
461 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

462 **41. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
463 consented to _____
464 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to
465 Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

466 **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the
467 Real Estate by _____
468 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's
469 Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified,
470 this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be
471 deemed waived by the Parties and this Contract shall remain in full force and effect.

472 **43. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon
473 the Parties entering into a separate written agreement consistent with the terms and conditions set forth
474 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the
475 following: (check applicable boxes)

476 ☐ Articles of Agreement for Deed or ☐ Assumption of Seller's Mortgage ☐ Commercial / Investment
477 ☐ Purchase Money Mortgage ☐ Cooperative Apartment ☐ New Construction
478 ☐ Short Sale ☐ Tax-Deferred Exchange ☐ Vacant Land

Buyer Initial <u>[Signature]</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>100 N. Elm Street</u>		<u>Prospect Heights</u>	<u>Illinois</u> <u>60070</u> v. <u>5.0e</u>

479 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND
480 DELIVERED TO THE PARTIES OR THEIR AGENTS.

481 The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board
482 Residential Real Estate Contract 5.0.

483 _____
484 Date of Offer _____ DATE OF ACCEPTANCE _____
485 _____
486 Buyer Signature _____ Seller Signature _____
487 _____
488 Buyer Signature _____ Seller Signature _____
489 Board of Library Trustees of the Prospect Heights Public Library District, Cook County, Illinois
490 Print Buyer(s) Name(s) [Required] _____ Joseph Kirchen and Kathy Kirchen
491 _____
492 Address _____ Address _____
493 _____
494 City _____ State _____ Zip _____ City _____ State _____ Zip _____
495 _____
496 Phone _____ E-mail _____ Phone _____ E-mail _____

497 **FOR INFORMATION ONLY**

498 _____
499 Buyer's Broker _____ MLS # _____ Seller's Broker _____ MLS # _____
500 _____
501 Buyer's Designated Agent _____ MLS # _____ Seller's Designated Agent _____ MLS # _____
502 _____
503 Phone _____ Fax _____ Phone _____ Fax _____
504 _____
505 E-mail _____ E-mail _____
506 _____
507 Buyer's Attorney _____ E-mail _____ Seller's Attorney _____ E-mail _____
508 _____
509 Phone _____ Fax _____ Phone _____ Fax _____
510 _____
511 Mortgage Company _____ Phone _____ Homeowner's / Condo Association (if any) _____ Phone _____
512 _____
513 Loan Officer _____ Phone / Fax _____ Management Co. / Other Contact _____ Phone _____

514 ©2009, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or
515 any portion thereof is prohibited. Official form available at www.ilrealestate.com (web site of Illinois Real Estate Lawyers
516 Association).

Approved by the following organizations as of July 20, 2009

517 Illinois Real Estate Lawyers Association • DuPage County Bar Association • Will County Bar Association
518 Northwest Suburban Bar Association • Chicago Association of REALTORS®
519 Mainstreet Organization of REALTORS® • Aurora-Tri County Association of REALTORS® • West Towns Board of REALTORS®
520 REALTOR® Association of Northwest Chicagoland • REALTOR® Association of the Fox Valley
521 Oak Park Area Association of REALTORS® • McHenry Association of REALTORS® • Three Rivers Association of REALTORS®
522 North Shore-Barrington Association of REALTORS®

523 Seller Rejection: This offer was presented to Seller on _____, 20____ at _____ AM/PM
524 and rejected on _____, 20____ at _____ AM/PM (Seller initials).

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address 100 N Elm Street Prospect Heights Illinois 60070 v. 5.0b

RIDER TO REAL ESTATE CONTRACT BETWEEN
PHPLD AND KIRCHENS

THIS RIDER is made and entered into this 30th day of April, 2014 by and between Prospect Heights Public Library District as Buyer and Joseph and Kathy Kirchen as Seller.

1. Buyer's obligation to purchase shall be contingent upon Buyer conducting an inspection of the subject premises upon reasonable notice to Sellers to confirm that there is no asbestos on the property. If the results of the inspection reveal presence of asbestos, Buyer shall have five business days to notify Sellers thereof in accordance with Paragraph 40 of the contract.

2. Buyer's obligation to purchase the property is contingent upon receiving a final Conditional Use Permit from the City of Prospect Heights to raze the existing structure and improve of the property as a parking lot appurtenant to the Buyer's public library building on the adjacent property. Buyer covenants to initiate the conditional use application within 28 days of acceptance and to complete the administrative process with due diligence.

Buyer:

Sellers:

BOARD OF LIBRARY TRUSTEES OF THE
PROSPECT HEIGHTS PUBLIC LIBRARY
DISTRICT, COOK COUNTY, ILLINOIS

BY: 

President

Plat of Survey

of

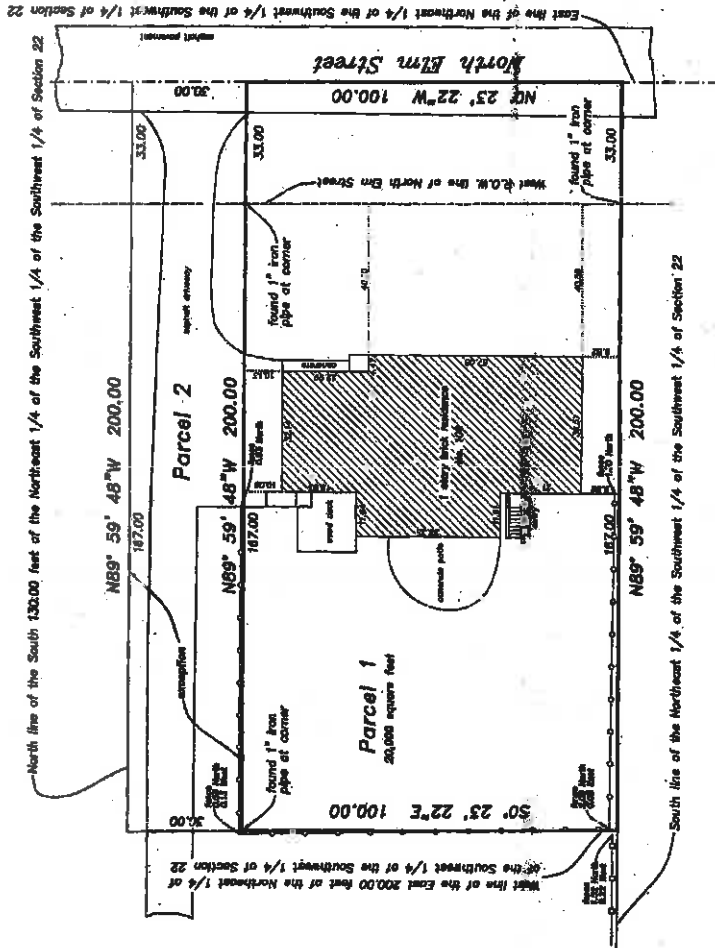
PARCEL 1:

THE EAST 200 FEET (EXCEPT THE NORTH 30 FEET THEREOF) OF THE SOUTH 130 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 100 NORTH ELM STREET, PROSPECT HEIGHTS, IL.

P.L.N. 03-22-305-015-0000

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM: HOWARD LAMERE, JR. AND VIRGINIA LAMERE, HIS WIFE, TO RAYMOND W. GRADY AND CYNTHIA GRADY, HIS WIFE, DATED DECEMBER 21, 1961 AND RECORDED JANUARY 17, 1962 AS DOCUMENT 1837891 FOR THE PURPOSE OF A ROADWAY FOR INGRESS AND EGRESS, OVER AND ACROSS THE FOLLOWING: THE NORTH 30 FEET OF THE EAST 200 FEET OF THE SOUTH 130 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



State of Illinois }
County of Cook }

I, David Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the property described in the caption of this plat and that this plat is a correct representation of said survey.

dated at Arlington Heights, Illinois, this 28th day of January, 2015

by *DR*
as Illinois Professional Land Surveyor No. 2946

This professional service conforms to the current Illinois minimum standards for a boundary survey. For easements, building lines and other restrictions not shown herein, refer to your contract of title, deed, title policy and local zoning ordinance. Field work was completed January 27, 2015.

Design Firm #184-005910
Expires April 30, 2018



FILE NO. 14-8386

for
Prospect Heights

from the office of:
Norman J. Toberman and Associates
115 South Wilke Road
Suite 301
Arlington Heights, Illinois
847-439-8225

This girl submitted for recording by _____ (name) _____ (address)

Send me for all for _____ (name) _____ (address)

June 10, 2015

Justine Skawski
Engineering Department - Local Sewers System Section
Metropolitan Water Reclamation District of Greater Chicago
111 East Erie Street
Chicago, IL 60611-2893

Dear Ms. Skawski:

My name is Alex Todd and I am the Executive Director of the Prospect Heights Public Library District. I am writing to request an MWRD permit determination letter for the future construction of an auxiliary parking lot on the residential 0.38 acre lot (P.I.N. 03-22-305-015-000) at 100 North Elm Street. The library intends to demolish the existing single family home and seek zoning approval and permits from the City of Prospect Heights to build an auxiliary parking lot. The future parking lot will contain 34 parking stalls. McDonald Creek (Tributary A) borders the southeast corner of the existing 2.42 acre library site (P.I.N. Number 03-22-305-021-0000).

The Library building was originally constructed in 1972 (MSD Permit 71-848). The building and parking lot were expanded in 1991. The site has no detention. The building and parking lots (66 stalls) each sheet drain towards the East and South into McDonald Creek. The Library has entered into a sales contract for purchase of the adjacent parcel with the condition that city approves re-zoning and issues permits for the project.

Enclosed are the following documents to assist your staff in processing a MWRD permit determination letter:

1. Metropolitan Water Reclamation District of Greater Chicago WMO Permit Applicability Flow Chart
2. WMO Permitting Flowchart: Floodplain/Floodway Requirements
3. Plat of Survey for 100 N. Elm Street
4. Plat of Survey for 12 N. Elm Street
5. Plat of Consolidation (Combined Parcels)
6. P-1 Topographic Survey and Demolition Plan (Auxiliary Parking Lot)
7. P-2 Site Plan (Auxiliary Parking Lot)
8. P-3 Utility Plan (Auxiliary Parking Lot)
9. P-4 Grading and Erosion Plan (Auxiliary Parking Lot)
10. P-5 Section Views (Auxiliary Parking Lot)
11. L-1 Landscaping Plan (Auxiliary Parking Lot)
12. M.W.R.D. Inundation Map Exhibit (100 Year High Water Elevation - 664.34)
13. F.E.M.A. Flood Insurance Rate Map (17031C-0202J / Dated August 19, 2008)
14. N.R.C.S. Soils Classification Map (854B-Markham-Ashkum-Beecher Complex)
15. U.S. Fish and Wildlife Map Exhibit (Riparian and Wetland Inventory)
16. Google Street View of 12 N. Elm Street (existing Library) and development site

17. Google Street view of 100 N. Elm Street (development site) and existing Library

Our Engineer's preliminary plan set incorporates an infiltration basin within the landscape island. The infiltration basin outlet pipe is restricted and connected to the City of Prospect Heights storm sewer system in Elm Street. Rain garden plants have been specified within the infiltration basin to improve storm water quality.

I have reviewed the criteria on the Metropolitan Water Reclamation District of Greater Chicago W.M.O. Permit Applicability Flow Chart and the WMO Permitting Flowchart: Floodplain/Floodway Requirements. I have attached copies indicating my process through them.

- The site is not located in the City of Chicago, but within the City of Prospect Heights.
- The site for the auxiliary parking lot is less than 0.5 acre (it is 0.38 acre).
- The site is 85 feet from the 100 year high water line shown on the M.W.R.D. inundation map.
 - The parcel will be developed as an auxiliary parking lot.
 - There is no regulatory floodplain on the development site. The auxiliary parking lot parcel is entirely located within Zone X as depicted on the current effective Flood Insurance Rate Map (Panel 202 J) and noted in F.E.M.A.'s August 6th, 2008 Letter of Map Change summary.
 - There is a Zone A floodplain within 100 feet of the development site, but it will not include any insurable structures.
 - The development site does not require a project specific-floodplain study
- There is no mapped wetland shown on the U.S. Fish and Wildlife Service National Wetlands Inventory map.
- There is no mapped Riparian Area or hydric soils area shown on the N.R.C.S. soils maps.
- The existing library building and development site are within the Old Town Sanitary District service area.
- There is no qualified sanitary sewer construction, only the disconnection of the house sewer service.
- There is no proposed work within the limits of the McDonald Creek (Tributary A) floodplain.
- There is no impact to an M.W.R.D. district or City of Prospect Heights facility.
- There is no proposed modification to any existing detention facilities.

Based on a review of the enclosed preliminary engineering and parcel information, I believe our proposed auxiliary parking lot project should be considered exempt from the M.W.R.D. W.M.O. permit requirements.

I appreciate your assistance. We look forward to receipt of your permit determination letter which will enable our library board to provide direction should they elect to move forward with the city zoning and permit process.

Should you have questions or require additional information, I can be reached by phone at (847)-259-3500 ext. 35.

Sincerely,



Alexander C. Todd
Executive Director
Prospect Heights Public Library District

Copy Mark J. Toberman, P.E.
(Norman J. Toberman & Associates, LLC)

Protecting Our Water Environment



Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611 3154 312.751 5600

BOARD OF COMMISSIONERS

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July 2, 2015

Mr. Alexander C. Todd
Executive Director
Prospect Heights Public Library District
12 North Elm Street
Prospect Heights, Illinois 60070

Dear Mr. Todd:

Subject: MWRD Watershed Management Ordinance (WMO) Permit Applicability
Prospect Heights Library Auxiliary Parking Lot
Prospect Heights, Illinois

This is in response to your letter, dated June 10, 2015 (received June 22, 2015), requesting whether an MWRD WMO permit will be required for the subject project. As described in your letter and shown on the submitted plan set, the proposed project includes developing an existing single family home parcel into an auxiliary parking lot for the public library. The acquisition of the 0.38 acre parcel brings the total contiguous ownership to 2.80 acres. The new parking lot will be within 100 feet of the floodplain for McDonald Creek, but will not contain any proposed buildings or structures. Sanitary sewers are not proposed.

Since the proposed development area is less than 0.50 acre, the subject project will not require a WMO permit; however, adequate sedimentation and erosion control must be provided. Prior to conducting any work, be sure to contact the local authority to obtain any and all approvals for the project.

If you have any questions, please call Ms. Lynn Kohlhaas at (312) 751-3242.

Very truly yours,

Justine Skawski, P.E.
Principal Civil Engineer

X

LMK:op

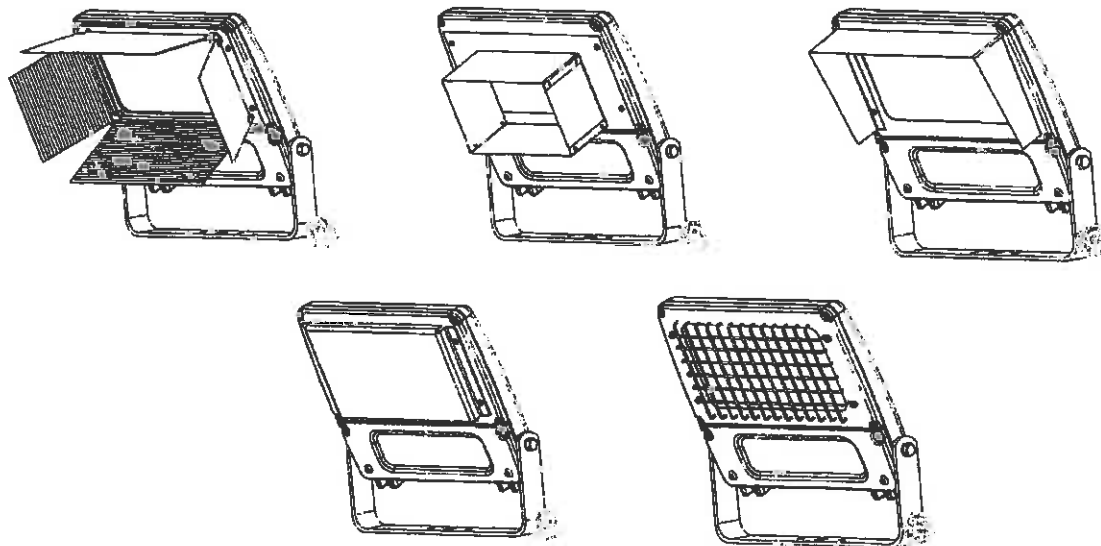
cc: Kenneth J. Lopez

City of Prospect Heights

Permit File No. 71-848

GE
Lighting

Evolve™ N Series Accessories (EFN, EAN, & EWN)



Accessory products above are shown with the Evolve EFN Flood luminaire.

Product Name:	Ordering Logic:	Description:
A. Barn Door Assembly	BDABLCK-EFN	Easily customize your EFN photometric distributions with the adjustable doors of the barn door assembly. Standard color: Black. Recommended for use with EFN Flood.
B. Snoot	SNBLCK-EFN	Further aid in directing light to specific locations with the EFN designed snoot. Standard color: Black. Recommended for use with EFN flood.
C. Top and Side Visor	TSVBLCK-EFN	Shield light from escaping with this top and side visor. Standard color: Black. Recommended for use with EFN Flood. Also compatible with EAN Area Light & EWN Wall Pack.
D. Lexan Vandal Shield	LVS-EFN	Made from durable lexan material, this shield protects the luminaire's glass from shattering due to impact of debris. Compatible with EFN Flood, EAN Area Light, and EWN Wall Pack.
E. Wire Guard	WG-EFN	Protect the luminaire lens against foreign objects of up to 1" in volume with this 1/8" diameter stainless steel wire guard. Compatible with EFN Flood, EAN Area Light, and EWN Wall Pack.

All accessory product ordered and shipped separate from the luminaire.
Contact Manufacturer for more information.



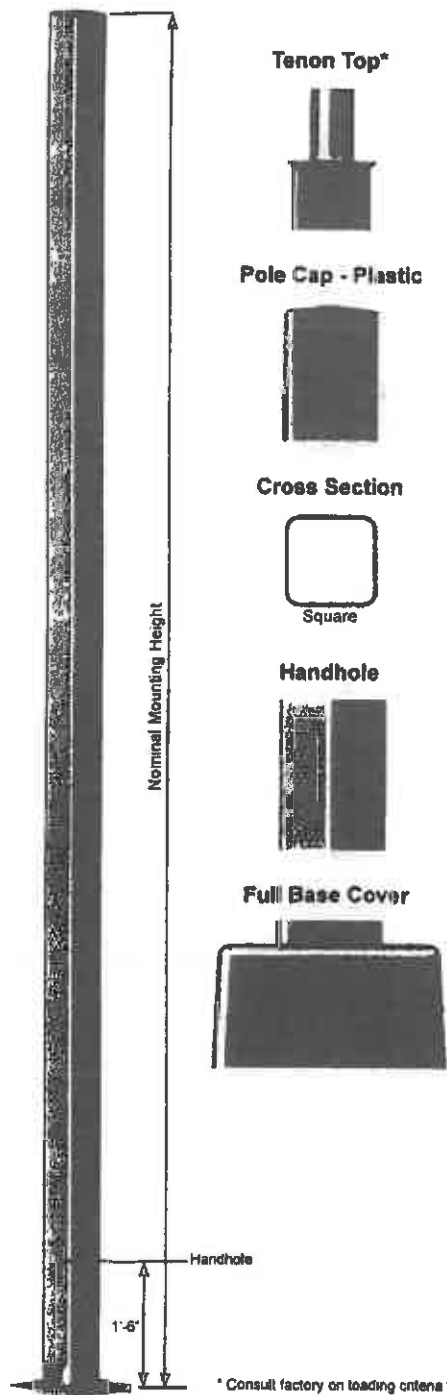
www.gelighting.com

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OLP3097 (Rev 03/31/15)

Job Name: _____		Client Name: _____	
Job Location - City: _____	State: _____	Created By: _____	Date: _____
Product: DS330S400Q180 GV----	Quote: _____	Customer Approval: _____	Date: _____

SPECIFICATIONS



* Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

Pole - The pole shaft is fabricated from hot rolled commercial quality carbon steel of one-piece construction with a minimum yield strength of 55,000 psi.

Pole Top - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory.

Handhole - A covered handhole and grounding provision with hardware is provided.

Full Base Cover - The two-piece standard full base cover is fabricated from ABS plastic.

Anchor Base - The anchor base (base plate) conforms to ASTM A36.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

SOFT SQUARE STEEL DS330

Fatigue Resistant

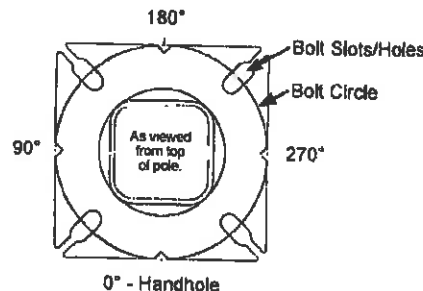
valmont 
STRUCTURES

Job Name _____		Client Name _____	
Job Location - City _____ State _____		Created By _____ Date _____	
Product DS330S400Q180 GV--- Quote _____		Customer Approval _____ Date _____	

ANCHORAGE DATA

POLE DIA. (IN)	POLE THK. (IN)	BASE PLATE SQ. DIA. (IN)	BASE PLATE THK. (IN)	ANCHOR BOLT DIA. (IN)	ANCHOR BOLT LENGTH (IN)	ANCHOR BOLT PROJECTION (IN)	S.F. (IN)
4.00	11	8.50	0.50	0.25	0.75 x 17.00 x 3.00	5.50	0.25
4.00	7	8.50	0.50	0.25	0.875 x 17.00 x 3.00	3.83	0.25
5.00	11	11.00	1.00	1.00	0.75 x 17.00 x 3.00	3.75	0.25
5.00	7	11.00	1.00	1.00	0.75 x 17.00 x 3.00	3.75	0.25
6.00	7	12.00	1.00	1.00	1.00 x 36.00 x 4.00	4.25	0.25

Anchor Base Detail



LOAD AND DIMENSIONAL DATA

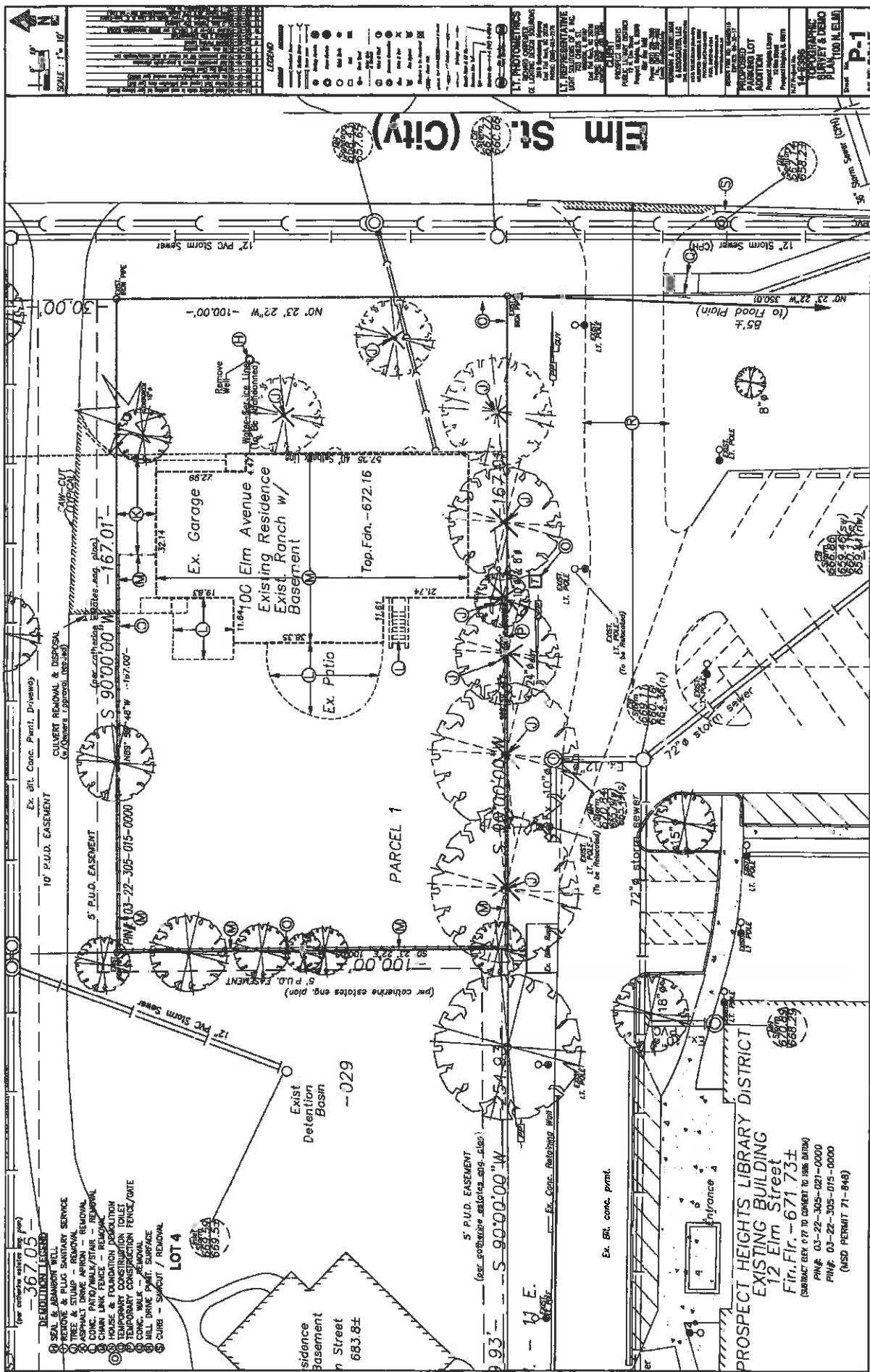
DESIGN INFORMATION						POLE DIMENSIONS					MODEL NUMBER
NOMINAL MOUNTING HEIGHT (FT)	WIND SPEED (MPH)		WIND LOAD (PSF)		ICE LOAD (IN)		POLE DIA. (IN)	POLE THK. (IN)	WELL DIA. (IN)	STRUCTURE WEIGHT (LBS)	
	100 YRS	50 YRS	100 YRS	50 YRS	100 YRS	50 YRS					
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	S400Q100
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	S400Q120
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	S400Q140
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	S400Q160
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	S400Q180
20'-0"	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	S400Q200
	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	S500Q200
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	S500W200
25'-0"	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	S400Q250
	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	S400W250
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	S500Q250
30'-0"	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	S500W250
	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	S400W300
	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	S500Q300
35'-0"	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	S500W300
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	S600W300
	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	S500W350
40'-0"	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	S600W350
	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	S600W400

1. Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.

2. Structure weight is a nominal value which includes the pole shaft and base plate only.

PRODUCT ORDERING CODES

POLE TYPE	MODEL NUMBER	ANCHOR MOUNTING	FINISH	PAINT	PAINT	PAINT
DS330	S400Q180		GV	--	--	
	S400Q100 S400Q120 S400Q140 S400Q160 S400Q180 S400Q200 S500Q200 S500W200 S400Q250 S500Q250 S500W250 S400W300 S500Q300 S500W300 S600W300 S500W350 S600W350 S600W400	Drill Mounting D1 = 1 Luminaire D2 = 2 @ 180° D4 = 4 @ 90° D5 = 2 @ 90° D6 = 3 @ 90° Tenon Mounting P2 = 2.38" OD x 4.00" P4 = 4.00" OD x 6.00"	GV = Galvanize PP = Prime Paint FP = Finish Paint GF = Galvanized + Finish Paint	-- = Galvanize -- = Prime Paint WH = White ST = Sandstone BK = Black SM = Silver Metallic SL = Silver LG = Light Gray SG = Slate Gray DT = Dark Tan MB = Medium Bronze CB = Bronze DB = Dark Bronze BN = Brown HG = Hunter Green DG = Dark Green RD = Red SC = Special Color (Consult Factory)	-- = Galvanize -- = Prime Paint V1 = V-PRO 1 Basic 1 Coat Powder V2 = V-PRO 2 2 Coat Powder or Liquid, includes epoxy primer & top coat. V3 = V-PRO 3 2 Coat Powder or Liquid, includes zinc primer & top coat. V4 = V-PRO 4 2 Coat Powder or Liquid, includes zinc primer & premium top coat.	See Accessories at valmontstructures.com (Please Specify)



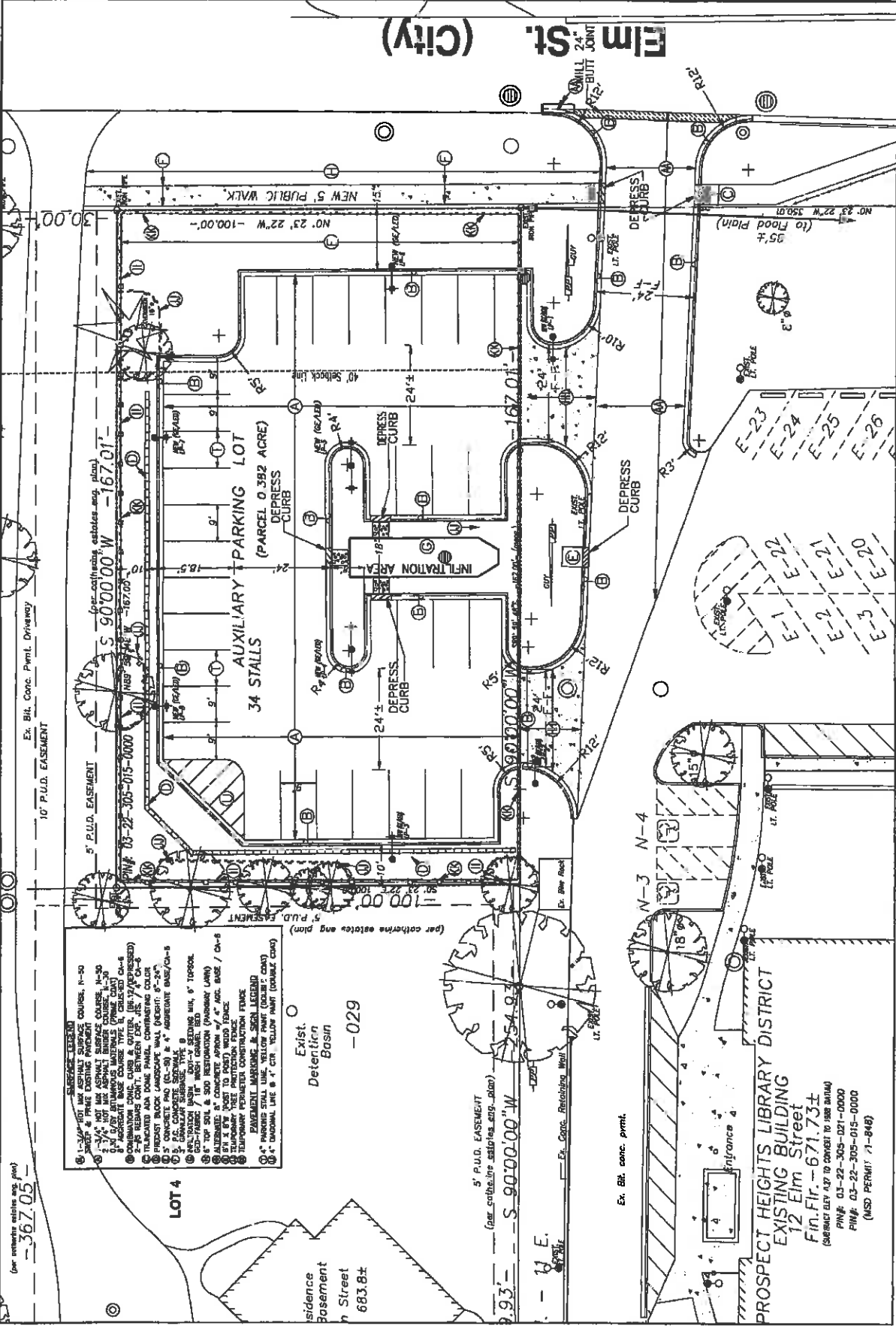
SCALE: 1" = 10'

PROSPECT HEIGHTS LIBRARY DISTRICT
EXISTING BUILDING
12 Elm Street
Fin. Flr. - 671.73±
(SARBY ELEV. 671.73± TO CONVEY TO 1988 B.M.)
PIN# 03-22-305-015-0000
(ASD PERMIT 71-848)

SITE PLAN
(100' N. ELEV.)
p-2

PROPOSED
PROSPECT HEIGHTS LIBRARY DISTRICT
EXISTING BUILDING
12 Elm Street
Fin. Flr. - 671.73±
(SARBY ELEV. 671.73± TO CONVEY TO 1988 B.M.)
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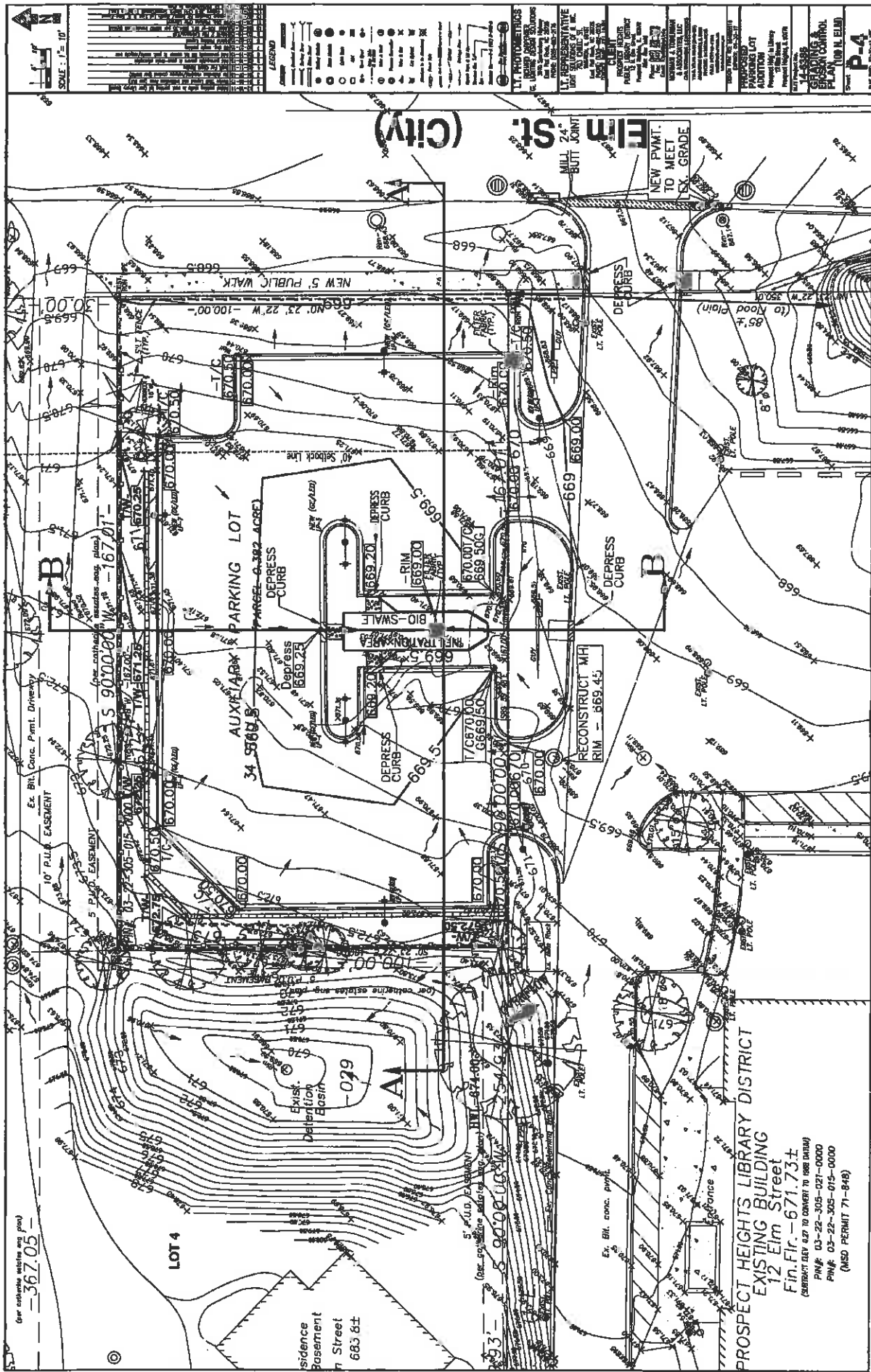
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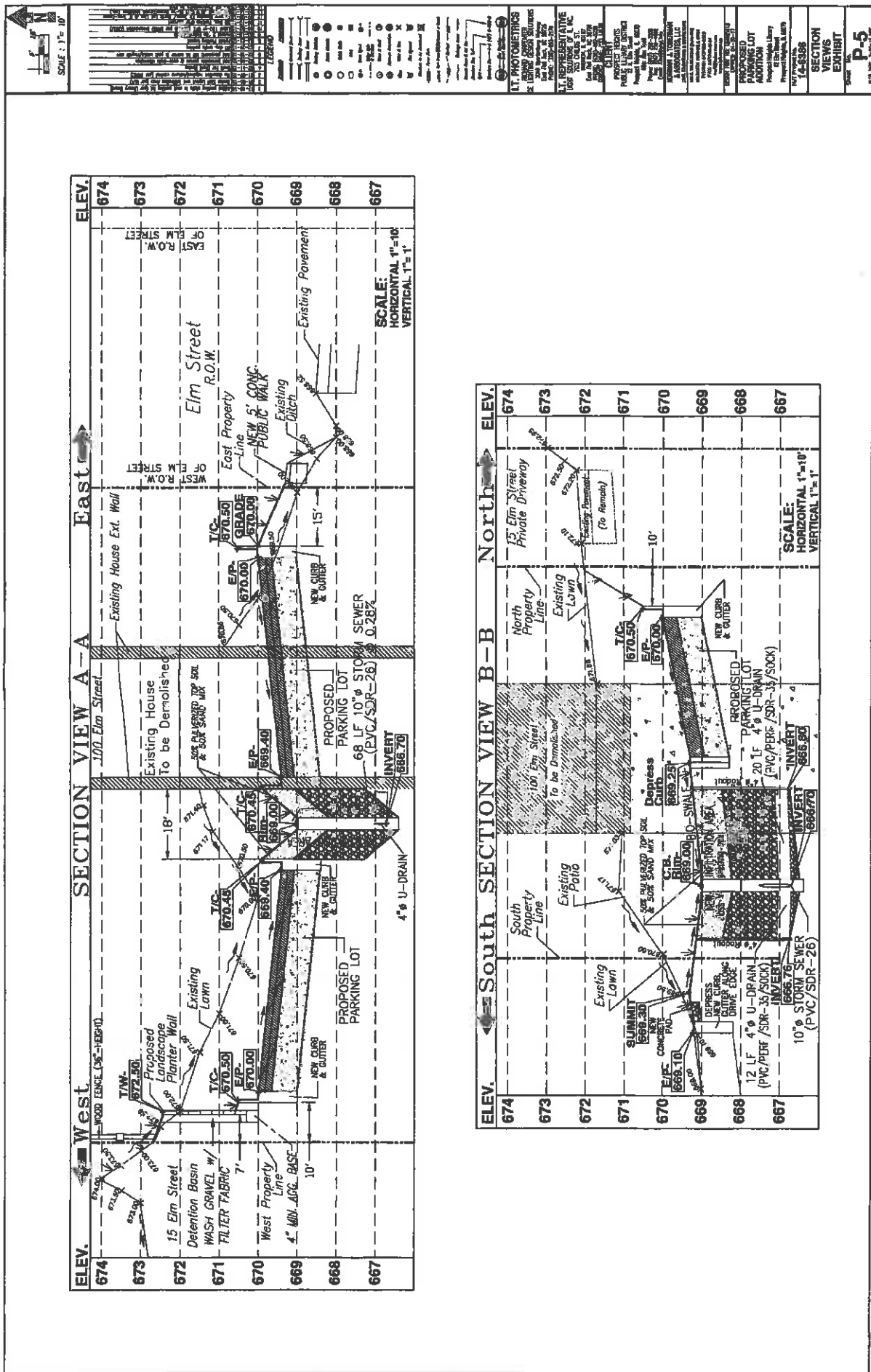


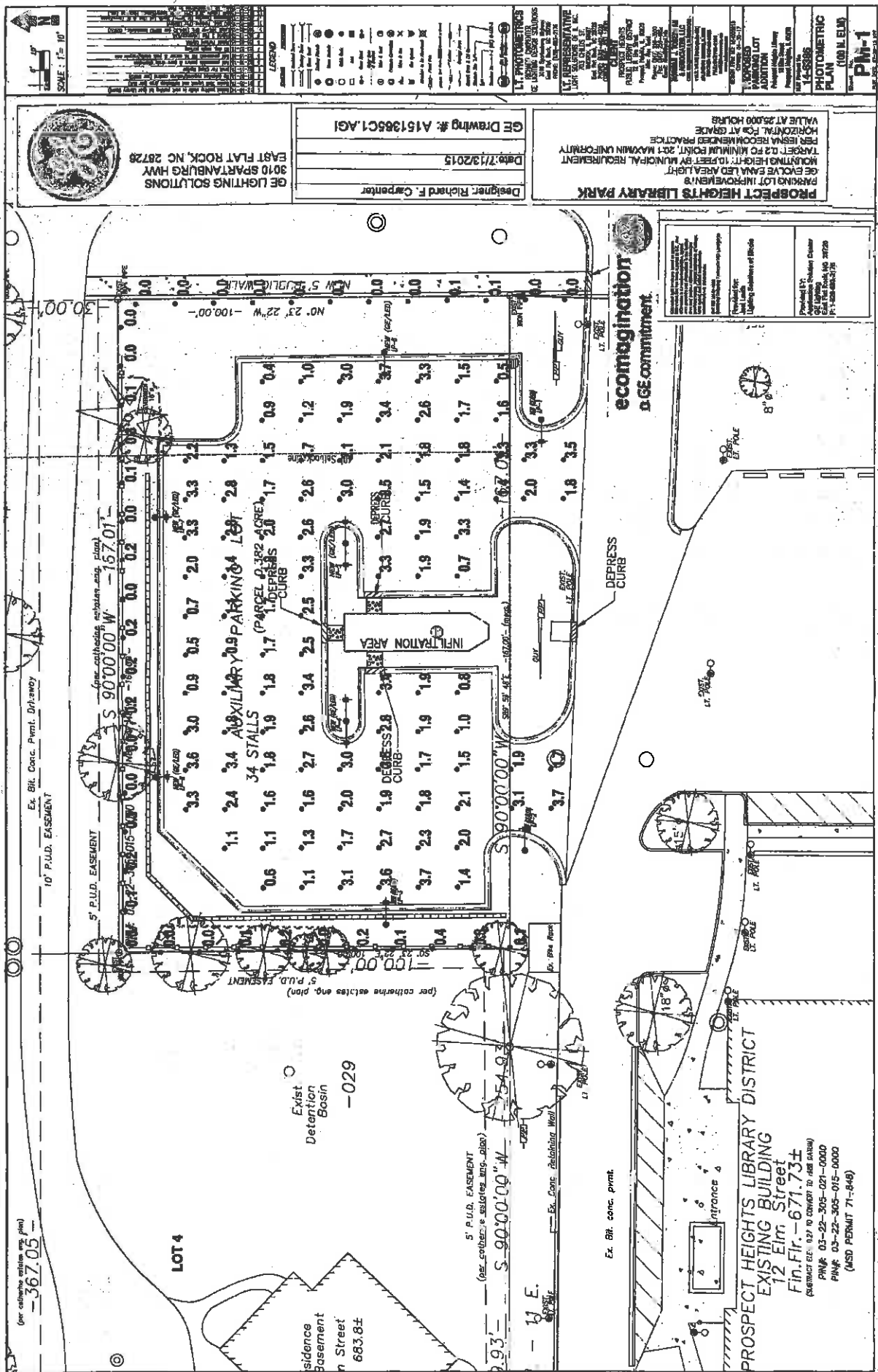
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PROSPECT HEIGHTS LIBRARY DISTRICT
EXISTING BUILDING

12 Elm Street
Fin. Flr. - 671.73±
(SARBY ELEV. 671.73± TO CONVEY TO 1988 B.M.)
PIN# 03-22-305-015-0000
(ASD PERMIT 71-848)







**NOTICE TO PROPERTY OWNERS
PLAN/ZONING BOARD OF APPEALS
PUBLIC HEARING**

Date of Hearing: August 27, 2015

Time of Hearing: 7:00 p.m.

Place of Hearing: Prospect Heights City Hall
8 North Elmhurst Road
Prospect Heights, IL 60070

Subject Property Address: 100 N. Elm Street and 12 N. Elm Street
Prospect Heights, IL 60070

Explanation of Request: The Prospect Heights Library District is requesting a Special Use Permit for the purpose of constructing a new parking lot on property being purchased by the Prospect Heights Library in an R-1 Single Family Residential District per 5-6-1B and Section 7.01B8 of the City of Prospect Heights Zoning Code.

Legal Description: Parcel 1: THE EAST 200 FEET (EXCEPT THE NORTH 30 FEET THEREOF) OF THE SOUTH 130 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINSIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. PIN #03-22-305-021-000

Parcel 2: THE NORTH 250.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEROF, EXCEPT THE WESTERLY 200.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEROF, OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINSIPAL MERIDIAN, IN COOK COUNTY ILLINOIS
PIN #03-22-305-021-000

Name of Applicant(s) Prospect Heights Library District

Address of Applicant: 12 N. Elm Street
Prospect Heights, IL 60070

This notice must be postmarked for service not less than 15 days, nor more than 30 days before the date of the public hearing. Service must be made to the owners (those persons whose names appear in the tax records) of all property owners within 350 feet in each direction of the lot lines of the subject property. The number of feet occupied by all public roads, streets, alleys and other public ways shall not be included in computing this 350 foot requirement. In no event shall this requirement exceed 450 feet (including public roads, streets, alleys and other public ways).

Zoning Review

Date: August 11, 2015
 Reviewer: Daniel A. Peterson, Director of Building & Development
 Applicant: Prospect Heights Library District
 Subject Property: 12 N. Elm Street
 Application: Special Use Amendment for Library Use in an R-1 District
 Project: Zoning & Parking Lot Review

Documents Reviewed:

- A. Plat of Survey prepared by Norman J. Toberman and Associates dated 01/28/2015
- B. Proposed Plat of Consolidation prepared by David Bycroft undated
- C. Plans prepared by Norman J. Toberman and Associates received August 5, 2015
Includes Plan Sheets: TS-1, P-1, P-2, P-3, P-4, P-5, LF-1, PM-1 and TP-1

Applicable Zoning Code Sections: Amendments – Special Use Permits: 5-10-9

Current Zoning: 12 N. Elm Street: R-1 with Special Use for Public Library
 100 N. Elm Street: R-1
 Proposed: R-1 with Special Use
 Current Use: Parcel 2: 12 N. Elm Street: Library Use permitted by Special Use
 Parcel 1: 100 N. Elm Vacant Single Family will be consolidated into 12 N. Elm as new Lot 1 *Prospect Heights Library Consolidation*
 Proposed: Parking Lot – Permitted with Special Use Amendment
 Lot Area ±: 122,098 sq. ft. Parcel 1 = 16,700 sq. ft.; Parcel 2 = 105,

5-10-9: SPECIAL USES:

A. Authorization: The locations, construction, extension, or structural alteration of any use for which a special use permit is required pursuant to the provisions of this title may be authorized by a permit issued by the corporate authorities, subject to the standards set forth herein, and such conditions as may be imposed pursuant to this chapter. Prior to such authorization, a public hearing shall be held and a published notice shall be given, in the manner prescribed for amendments by this title.

B. Application For Special Use: Any person owning or having interest in the subject property may file an application to use such land for one or more of the special uses provided for in this title in the zoning district in which the land is situated.

Response: The applicant, Prospect Heights Library District is the owner of 12 N. Elm Street and has a purchase contract on 100 N. Elm Street property and has right to apply for the Special Use Permit.

C. Notice Of Hearing: The same procedure for notice of hearing as required for variations (subsection 5-10-8D of this chapter) shall be followed for special use. (Ord. 0-77-27, 7-18-1977)

Response: Notice was published and has met the notice requirements.

D. Notice To Property Owners: The petitioner for a special use permit shall notify all property owners within three hundred fifty feet (350'), excluding public land and rights of way, but in no event more than four hundred fifty feet (450'), in each direction of the petitioner's property lines, by certified mail or individual notice executed by said property owners, of the date, hour and location of the public hearing and the special use requested. Such notice shall be in the same form as the published public notice and shall be mailed or delivered and executed not less than fifteen (15) and not more than thirty (30) days prior to the date of the public hearing. The owners to be notified are such persons or entities which appear in the authentic tax records of Cook County. Proof of notification shall be submitted by the petitioner to the plan/zoning board of appeals no later than the day of the public hearing. (Ord. 0-06-35, 8-21-2006)

Response: Notice has been mailed to the property owners with three hundred fifty (350') of the subject property as required.

E. Standards: No special use shall be recommended by the plan/zoning board of appeals unless said board shall find: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Response: The expansion of the special use for the Library to purchase the property for the purpose of constructing a parking lot with 34 parking spaces will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

2. That the special use will not be injurious to the use and enjoyment of other property in the community for the purposes already permitted, nor diminish and impair property values within the community.

Response: The special use amendment is consistent for the library use and will not diminish or impair property values with the community.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Response: The Library is an existing use and the consolidation of the property for a parking lot use will not impede the normal and orderly development and improvements of surrounding property for uses permitted in the district.

4. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Response: The special use amendment is for an existing building and use and all improvements are currently provided.

5. That adequate measures have been or will be taken to provide ingress or egress so designed to minimize traffic congestion in the public streets. (Ord. 0-77-27, 7-18-1977)

Response: Complies. No changes are proposed to the existing access to the existing parking lot.

6. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the plan/zoning board of appeals. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

Response: The special use application conforms to the applicable regulations of the R-1 Zoning District as public Libraries are an approved Special Use and the use has been previously established.

7. That the area described in the petition does not lie wholly or partly in floodplain, as defined by the flood control ordinances of the city; or, if it does lie wholly or partly within the floodplain, that adequate provisions for storage, runoff control and floodwater retention, as appropriate, have been made.

Response: The property does lie within a floodplain. Adequate provisions have been proposed in the plans for the construction of the new parking lot. Minor engineering revisions are being addressed and will be finalized prior to permit issuance if approved.

F. Conditions And Standards: Prior to granting any special use, the board may recommend, and the city council shall stipulate, such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein, or as may be from time to time required. (Ord. 0-77-27, 7-18-1977)

Response: Staff does not recommend any additional conditions for this project.

Parking Lot Requirements: 5-8-2 – Off-Street Parking

Total Parking Spaces: 34 (Regular 34, Accessible 0)

The addition of 34 parking spaces requires the addition of 2 accessible parking spaces. Provide an overall parking plan showing for the entire site showing total regular parking spaces, accessible spaces to meet the Illinois Accessibility Code and ADA Standards for Accessible Design.

Stall Dimensions: Comply

Width: 9'
Depth: 18.5'
Drive Aisle: 24'

Setback: 10' setback for side and rear yard – Comply
15' setback for front yard – Comply

Landscaping: Plan complies with the requirements. 6 – 3" diameter trees required. 15 Proposed.
3'-high screening along Elm Street frontage complies.

North: 6' Composite board on board fence.
East: 17 - 3' high shrubs, 3 – Douglas Fir trees and 1 – Prairiefire Crabapple tree
South: Landscape Island with 4 deciduous trees and ground cover plants
West: 6' Composite board on board fence. 4 – Autumn Blaze Maple trees.

Lighting: As proposed the lighting plan does not comply with City requirements.

Lot line: 0.1 – 0.4 fc exceeds 0 fc at various points along the property line.
Max Output: Exceeds 3.0 at multiple measurement points. Must be reduced at those points
Height: 10' pole and light – complies

Conclusion:

The project meets both the general requirements and standards for amending the Special Use for the Prospect Heights Library with revisions.

Requested Information:

1. There are minor items related to the Plat that must be addressed and receive staff approval prior to final approval and recording.
2. Reduce the maximum output of the parking lot lights so not to exceed 3.0 fc at the ground and lot lines to be 0 fc per Section 5-8-2 F8c
3. Provide a detail of the light fixture head that indicates that the fixture is a non-spill type fixture per Section 5-8-2 F8b

Engineering review will be by separate cover.



City of Prospect Heights

Department of Building & Zoning-Engineering Division
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 210-FAX: 847/590-1854-www.prospect-heights.il.us

August 19, 2015

Mr. Dan Peterson
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, Illinois 60070

Re: Public Library Parking Lot Expansion
100 N. Elm Street
City Engineer Plan Review #1

Dear Mr. Peterson:

The City recently received the following documents.

- Proposed Parking Lot Addition, 9 sheets, prepared by Norman J. Toberman & Associates, LLC, with a most recent revision date of July 20, 2015.
- Site Photometric Plan (reviewed by others)
- Plat of Consolidation, one sheet, prepared by David R. Bycroft, not dated
- Plat of Survey, one sheet, prepared by David R. Bycroft, most recent date of January 27, 2015

I have the following comments relative to these documents:

Engineering Plans:

1. The engineering plans shall be signed and sealed by a licensed professional engineer.
2. The Metropolitan Water Reclamation District (MWRD) had determined that a MWRD WMO permit is not required, (letter dated July 2, 2015). No further action is needed on MWRD issue.
3. All other permits required for the project shall be secured by the petitioner and copies of issued permits shall be forwarded to the City.
4. P-1: A note shall be added that the Old Town Sanitary District shall be contacted prior to abandonment of sanitary sewer service and they shall witness the abandonment.
5. P-2: Provide a parking stall summary table incorporating the entire Library property. Show the number of accessible spaces and ensure that the number provided are in accordance with the required standards.
6. P-3 & P-4: Storm water detention storage shall be created in accordance with City ordinances. Provide calculations with next submittal. A restrictor will also be required. Likely the storage can be accommodated within the infiltration area and/or with parking lot surface storage.
7. P-3: Storm line 12 calls out a 3" diameter pipe. Is this the entire run? Can a detail be provided to clarify the restrictor installation?

Plat of Consolidation & Plat of Survey Comments:

8. Call out the basis of bearings used for the plat.
9. Provide a shortened legal description for the plat heading and put the two Parcel legal descriptions in the Surveyors Certificate.
10. Were any section corners found to base the line work on? If not, please note that the lines shown were based on documentation found in the immediate area.

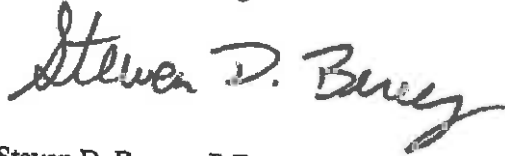
11. Show where the two concrete monuments will be set on the plat. Generally these will be at opposing corners and the work needs to be done after plat is recorded.
12. Please double check that total lot area in the plat.
13. The expires date on the survey seal needs to be updated.
14. Is a Mortgagee's Certificate required?
15. A possible drainage easement could be created for the creek along the southeast corner and be recorded.

Please submit revised engineering drawings, plats, calculations and studies including a written disposition of the above comments. We will continue to review these documents in more detail, however the comments listed above are the suggested major changes. Any approvals should be contingent on the City final review and approval of the engineering plans and supporting documentation.

Overall, the plans that I reviewed have been designed in accordance with generally accepted engineering standards. I do not have any serious concerns regarding this development based on my review of the documents. I feel that all of my comments can readily be addressed by the petitioner in future submittals.

If you have any other questions or need additional information, please feel free to contact me.

Sincerely,
City of Prospect Heights

A handwritten signature in black ink that reads "Steven D. Berecz". The signature is written in a cursive, flowing style.

Steven D. Berecz, P.E.
City Engineer

[illegible]



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

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MEMORANDUM

Date: September 10, 2015

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: ZBA Case No. 15-08SU Special Use Permit – Public Library Use in and R-1 Single Family Residential District 100 N. Elm Street

ISSUE: Consideration of a Special Use Permit for 100 N. Elm Street in the City's R-1 Single Family Residential District for a public library use for the Prospect Heights Library District.

BACKGROUND: The PZBA held a public hearing on August 27, 2015 to hear ZBA Case #15-08SU an application for a Special Use Permit to allow a public library use in the R-1 Single Family Residential District. The Prospect Heights Library District is the contract purchaser of the property commonly known as 100 N. Elm Street for the purpose of constructing a 34 space parking lot for library use.

The PZBA heard testimony from the applicant. No testimony was provided by those in attendance.

After all testimony the Commissioners voted 5-0 to recommend to the City Council approval of the Special Use Permit for a public library use in a residential zoned district for the subject property. Staff concurs.

RECOMMENDATION: Approve an Ordinance #O-15- granting a Special Use Permit for Public Library Use in an R-1 Single Family Residential District for the commonly known as 100 N. Elm Street, Prospect Heights, IL.

ORDINANCE No. O-15-

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A
PUBLIC LIBRARY USE 100 N. ELM STREET**

WHEREAS, the Zoning Ordinance requires a Special Use Permit to permit a Public Library Use in and R-1 Single Family Zoning District; and

WHEREAS, The Prospect Heights Public Library District, (Petitioner), is the contract purchaser for the property commonly known as 100 N. Elm Street, has filed an application for a Special Use Permit for the purpose of Public Library Use and construction of a 34 space parking lot at 100 N. Elm Street, Prospect Heights, Illinois (the "Property"); and

WHEREAS, the Plan Zoning Board of Appeals (PZBA) held a public hearing on August 27, 2015, regarding said application; and

WHEREAS, the PZBA has found the application meets the standards for a special use permit 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 Public Library Use in an R-1 Single Family Residential District on the Property and shall run with the use and not with the land.

SECTION THREE. The Prospect Heights Library District will consolidate the 100 N. Elm Street property with their property at 12 N. Elm Street to form a single lot of record and record the new plat of consolidation upon approval.

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

PASSED this _____ day of _____, 2015

APPROVED this _____ day of _____, 2015.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form:

Memorandum

To: Prospect Heights Mayor and City Council

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

Date: September 8, 2015

Subject: Recommendation
Case No. ZBA -15-08 SUP
Applicant: Prospect Heights Library District
Property Address: 100 N. Elm Street
Hearing Date: August 27, 2015

I. Purpose

Conduct a public hearing regarding and application for a Special Use Permit for a Special Use Permit for a Public Library Use in the City's R-1 Single Family Residential District at 100 N. Elm Street.

II. Comments and Testimonies

Mr. Alex Todd, Executive Director of the Prospect Heights Library, provided testimony as the applicant. Mr. Todd explained that the Library District was the contract purchaser of the property at 100 N. Elm Street and that the library was proposing to use the property to construct a 34 space parking lot to support the current parking. Director Peterson stated that the proposed use meets the City's requirements for a special use.

No public testimony was presented.

III. Board and Staff Comments

Board member comments supported the Special Use and that the parking lot would serve the public and library well.

IV. Decisions and Findings

A motion was made by Commissioner Roscoe, seconded by Commissioner Tammen, to recommend approval of a Special Use Permit for a Public Library Use in the R-1 Single Family Residential District for the Prospect Heights Library District at 100 N. Elm Street.

The result of a roll call vote was 5-0 to approve this request to the City Council.

Respectfully Submitted