

CITY OF HIGHWOOD  
**REGULAR MEETING OF THE CITY COUNCIL**  
CITY COUNCIL CHAMBERS  
Tuesday December 03, 2019 at 7:30 P.M.

**AGENDA**

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**CALL TO ORDER**

1. Roll Call
2. Pledge of Allegiance
3. Review of Minutes to be Approved
  - 3.1. City Council: November 19 , 2019
  - 3.2. Committee of the Whole: November 19, 2019
4. Appointments (Mayor Pecaro)
5. Approval of Warrant List:
  - 5.1. 12/03/2019 AP Warrant List
6. Public Input Items Not On Agenda
7. Mayor's Report
8. Committee Reports
9. Treasurer's Report
10. Clerk's Report

**ACTION ITEMS**

11. Unfinished Business
12. New Business
  - 12.1. Consideration of a Redevelopment Agreement Concerning 438 and 440 Green Bay Road in the City of Highwood Illinois.
  - 12.2. Consideration of an Ordinance Amending 1-8A-4-I: Duties to Provide the City Manager Authority to make Budgeted Purchases Where the Total Cost is \$20,000 or Less.
13. Executive Session (If Necessary)
14. Any Action Necessary Coming Out of Executive Session
15. Adjournment

CITY OF HIGHWOOD  
**REGULAR MEETING OF THE CITY COUNCIL**  
CITY COUNCIL CHAMBERS  
**Tuesday November 19, 2019 at 7:30 P.M.**

**CALL TO ORDER** by Mayor Pecaro at 7:35 P.M.

**1. Roll Call**

Present: Mayor Pecaro, Aldermen: Falberg, Hospodarsky, Levi, Peterson, Slavin

Absent: Alderman Fiore

Also Present: City Manager Coren, City Attorney Jablecki, Assistant City Manager Martin, City Clerk Baruffi, Administrative Assistant Litjens

**2. Pledge of Allegiance**

All those in attendance recited the Pledge of Allegiance

**3. Review of Minutes to be Approved**

- 3.1. Moved by Alderman Falberg, seconded by Alderman Hospodarsky to approve the **City Council: October 15, 2019** minutes. All present voting aye, by voice vote, motion carried.
- 3.2. Moved by Alderman Levi, seconded by Alderman Falberg to approve the **Committee of the Whole: October 15, 2019** minutes. All present voting aye, by voice vote, motion carried.
- 3.3. Moved by Alderman Levi, seconded by Alderman Slavin to approve the **Special City Council: November 05, 2019** minutes. All present voting aye, by voice vote, motion carried.
- 3.4. Moved by Alderman Levi, seconded by Alderman Peterson to approve the **Committee of the Whole Strategic Planning: November 05, 2019** minutes. All present voting aye, by voice vote, motion carried.

**4. Appointments** (Mayor Pecaro)

**5. Approval of Warrant List:**

- 5.1. Moved by Alderman Levi, seconded by Alderman Slavin to approve the **11/19/2019 AP Warrant List** for payment. All present voting aye, motion carried.

Vote:

Yes: Aldermen: Levi, Slavin, Peterson, Hospodarsky, Falberg

Absent: Alderman Fiore

**6. Public Input Items Not On Agenda**

**7. Mayor's Report**

- 7.1. **Ann Flannigan Bassi, Moraine Township Supervisor** gave an overview of the Affordable Care Act which enables the township to assist residents to explore their health insurance options. The open enrollment period is from November 1<sup>st</sup> to December 15<sup>th</sup>. This service is free but it is advised to call and make an appointment. This service is available to anyone, there is no need to be a township resident.

The Township also offers Door to Door van service from 8:30 A.M.-4:00 p.m.

The Township will again offer tax return service to those eligible from February to mid-April.

## 8. Committee Reports

### 9. Treasurer's Report

9.1 Moved by Alderman Levi, seconded by Alderman Hospodarsky to approve the **August 2019 Treasurer's Report**. All present voting aye, by voice vote. motion carried.

9.2 Moved by Alderman Levi, seconded by Alderman Slavin to approve the September **2019 Treasurer's Report**. All present voting aye, by voice vote, motion carried.

### 10. Clerk's Report

#### ACTION ITEMS

#### 11. Unfinished Business

#### 12. New Business

12.1. **19-R-33** Moved by Alderman Slavin, seconded by Alderman Levi to authorize a **Resolution Approving an ARC Application for a Multi-Family Residential Building Located at 546 Green Bay Road**. All present voting aye, by voice vote, motion carried.

The proposed exterior aluminum will be changed to bronze as recommended by the Appearance Review Committee.

12.2. **19-R-34** Moved by Alderman Levi, seconded by Alderman Falberg to authorize a **Resolution Approving an ARC Application for Facade Signage Including a Variation to the City Code for Listing of Services or Goods for AK Nail Studio Located at 742 Sheridan Road Unit 4**. All present voting aye, by voice vote, motion carried.

12.3. Moved by Alderman Falberg, Seconded by Alderman Levi to approve a **Motion Authorizing the City Manager to Spend an Additional \$16,425 to Resurface Everts, Mears and Morgan Based on the Condition of the Roadways**. All present voting aye, motion carried.

Vote:

Yes: Aldermen: Falberg, Levi, Slavin, Peterson, Hospodarsky

Absent: Alderman Fiore

12.4. **19-O-22** Moved by Alderman Falberg, seconded by Alderman Levi to waive the first reading and approve an **Ordinance for the Levy, Collection and Assessment of Taxes for the City of Highwood for the 2019 Tax Levy**. All present voting aye, motion carried.

Vote:

Yes: Aldermen: Falberg, Levi, Slavin, Peterson, Hospodarsky

Absent: Alderman Fiore

The passage fo this Ordinance would result in an increase of less than \$5.00 for homeowners' tax bill.

12.5. **19-O-23** Moved by Alderman Falberg, seconded by Alderman Levi to waive the first reading and approve an **Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal and Interest on a General Obligation Bond Not to Exceed \$4,000,000 (TIF Alternate Revenue**

Sources) Series 2002, of the City of Highwood, Lake County, Illinois. All present voting aye, motion carried.

Vote:

Yes: Aldermen: Falberg, Levi, Peterson, Hospodarsky, Slavin

Absent: Alderman Fiore

The money will be paid out of the operating budget.

- 12.6. **19-O-24** Moved by Alderman Levi, seconded by Alderman Peterson to waive the first reading and approve an **Ordinance Abating the Tax heretofore Levied for the Year 2019 to Pay the Principal and Interest on a General Obligation Bond Not to Exceed \$4,000,000 Series 2010, of the City of Highwood, Lake County, Illinois.** All present voting aye, motion carried.

Vote:

Yes: Aldermen: Levi, Peterson, Hospodarsky, Slavin, Falberg

Absent: Alderman Fiore

The money will be paid out of the operating budget.

- 12.7. **19-O-25** Moved by Alderman Levi, seconded by Alderman Falberg to waive the first reading and approve an **Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal and Interest on \$2,250,000 General Obligation Refunding Bonds Series 2013, of the City of Highwood, Lake County, Illinois.** All present voting aye, motion carried.

Vote:

Yes: Aldermen: Levi, Falberg, Slavin, Hospodarsky, Peterson

Absent: Alderman Fiore

The money will be paid out of the operating budget.

- 12.8. **19-O-26** Moved by Alderman Peterson, seconded by Alderman Levi to waive the first reading and approve an **Ordinance Approving Amendments to the Highwood City Code Pertaining to Vehicle Stickers, Vehicle Licenses and Sections Related Thereto and Amending the Comprehensive Fee Schedule.** All present voting aye, by voice vote, motion carried.

Vote:

Yes: Aldermen: Peterson, Levi, Slavin, Falberg, Hospodarsky

Absent: Alderman Fiore

- 12.9. Moved by Alderman Hospodarsky, seconded by Alderman Peterson to authorize a **Motion Accepting a Term Sheet for the Property at 420 Sheridan Road and Directing the City Attorney to Draft a Redevelopment Agreement with the Lynmark Group.** All present voting aye, motion carried.

Vote:

Yes: Aldermen: Hospodarsky, Peterson, Levi, Falberg, Slavin

Absent: Alderman Fiore

**13. Executive Session** (If Necessary)

**14. Any Action Necessary Coming Out of Executive Session**

**15. Adjournment** Moved by Alderman Levi, seconded by Alderman Peterson to adjourn the meeting. All present voting aye, by voice vote, motion carried.

Respectfully Submitted,

Karin J. Baruffi, City Clerk

Reviewed and Approved by Council on: \_\_\_\_\_

CITY OF HIGHWOOD  
**COMMITTEE OF THE WHOLE MEETING**  
CITY COUNCIL CHAMBERS  
Tuesday November 19, 2019 at 6:00 P.M.

**CALL TO ORDER** by Mayor Pecaro at 6:06 P.M.

**1. Roll Call**

Present: Mayor Pecaro, Aldermen: Falberg, Hospodarsky, Levi, Peterson, Slavin

Absent: Alderman Fiore

Also present: City Manager Coren, City Attorney Jablecki, City Clerk Baruffi, Assistant City Manager Martin, and Administrative Assistant Litjens

**2. Public Hearing - None**

**3. Review of Minutes to be Approved**

3.1. **City Council: October 15, 2019**

3.2. **Committee of the Whole: October 15, 2019**

3.3. **Special City Council: November 05, 2019**

3.4. **Committee of the Whole Strategic Planning: November 05, 2019**

All the minutes will be approved at the Regular City Council Meeting this evening.

**4. Appointments** (Mayor Pecaro)

**5. Review of Bill Warrant List**

5.1. **11/19/2019 AP Warrant List**

The warrant list will be approved for payment at the Regular City Council Meeting.

**6. Unfinished Business - None**

**7. New Business**

7.1 Consideration of a **Resolution Approving an ARC Application for a Multi-Family Residential Building Located at 546 Green Bay Road.**

The red brick will match the 246 Green Bay Road brick. The parti board will be darker. All the aluminum on the outside of the building will be substituted with bronze. The bylaws of the apartment building will include the balconies to be kept in good condition.

Note: Mayor Pecaro left at 6:12 and returned at 6:13 P.M.

7.2 Consideration of a **Resolution Approving an ARC Application for Facade Signage Including a Variation to the City Code for Listing of Services or Goods for AK Nail Studio Located at 742 Sheridan Road Unit 4.**

Suggested to change the door signage to list Monday – Friday hours instead of listing each day separately, as the hours are the same for each of those days.

7.3 A Discussion on the **August 2019 Treasurer's Report.**

7.4 A Discussion on the **September 2019 Treasurer's Report.**

Both of the Treasurer's Reports will be approved at the Regular City Council Meeting this evening.

7.5 A Presentation by BKD, LLP on the **2019 Audit.** John Kutera reviewed the 2019 Audit.

**7.6 Consideration of a Motion Authorizing the City Manager to Spend an Additional \$16,425 to Resurface Everts, Mears and Morgan Based on the Condition of the Roadways.**

The motion will be approved at the Regular City Council Meeting.

**7.7 Consideration of an Ordinance for the Levy, Collection and Assessment of Taxes for the City of Highwood for the 2019 Tax Levy.**

The Council discussed a 20% increase for the library. The increase would not exceed 5%.

**7.8 Consideration of an Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal and Interest on a General Obligation Bond Not to Exceed \$4,000,000 (TIF Alternate Revenue Sources) Series 2002, of the City of Highwood, Lake County, Illinois.**

The principal and interest will be paid out of the operating budget not the tax levy.

**7.9 Consideration of an Ordinance Abating the Tax heretofore Levied for the Year 2019 to Pay the Principal and Interest on a General Obligation Bond Not to Exceed \$4,000,000 Series 2010, of the City of Highwood, Lake County, Illinois.**

The principal and interest will be paid out of the operating budget not the tax levy.

**7.10 Consideration of an Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal and Interest on \$2,250,000 General Obligation Refunding Bonds Series 2013, of the City of Highwood, Lake County, Illinois.**

The principal and interest will be paid out of the operating budget not the tax levy.

**7.11 Consideration of an Ordinance Approving Amendments to the Highwood City Code Pertaining to Vehicle Stickers, Vehicle Licenses and Sections Related Thereto and Amending the Comprehensive Fee Schedule.**

The School District 112 Foundation sticker or contribution will be discussed at a later date.

**7.12 Consideration of a Motion Accepting a Term Sheet for the Property at 420 Sheridan Road and Directing the City Attorney to Draft a Redevelopment Agreement with the Lynmark Group.**

Discussion included, but not limited to, the management of traffic into the new development, sound separation issues, the change of the community, and a traffic study completed by the developer. The City will continue meetings with the Bocce Ball Club.

Note: Alderman Falberg leaves 6:58 P.M. returns 7:13 P.M.

Matt Feddermann, resident, voiced his opinions regarding the project.

**8. Executive Session (If Necessary)**

**9. Any Action Necessary Coming Out of Executive Session**

**10. Adjournment** Moved by Alderman Slavin, seconded by Alderman Levi to adjourn the meeting. All present voting aye, by voice vote, motion carried. Mayor Pecaro adjourned the meeting at 7:34 P.M.

Respectfully Submitted,

Karin J. Baruffi, City Clerk

Reviewed and Approved by Council on: \_\_\_\_\_

# HIGHWOOD - AP WARRANT LIST

DECEMBER 03, 2019

List #265

| Vendor  | Invoice              | Description  | Inv. Date                         | Due Date | Amount     |
|---|----------------------|--|-----------------------------------|----------|------------|
| <b>AEREX PEST CONTROL</b>                     |                      |  |                                   |          |            |
|   | Invoice: 2304148     | 17 HIGHWOOD AVENUE<br>01-11-573 MISC. CONTRACT SE<br>01-21-573 MISC. SERVICE CON | 10/17/19<br>\$48.00<br>\$48.00    | 10/17/19 | \$96.00    |
| Vendor Total for: AEREX PEST CONTROL          |                      |  | (Fiscal YTD Payments: \$687.00)   |          | \$96.00    |
| <b>ASURE SOFTWARE</b>                         |                      |  |                                   |          |            |
|   | Invoice: 101390      | WEEK ENDING 11/16/2019<br>01-11-531.3 PAYROLL SERVICE                            | 11/20/19<br>\$115.14              | 11/20/19 | \$115.14   |
| Vendor Total for: ASURE SOFTWARE              |                      |  | (Fiscal YTD Payments: \$231.97)   |          | \$115.14   |
| <b>AXON ENTERPRISE, INC.</b>                  |                      |  |                                   |          |            |
|   | Invoice: SI-1557713  | PD OPERATING SUPPLIES<br>01-21-652 OPERATING SUPPLIE                             | 10/17/19<br>\$1,160.00            | 10/17/19 | \$1,160.00 |
| Vendor Total for: AXON ENTERPRISE, INC.       |                      |  | (Fiscal YTD Payments: \$.00)      |          | \$1,160.00 |
| <b>BARCO PRODUCTS COMPANY</b>                 |                      |  |                                   |          |            |
|   | Invoice: #SORCO55452 | PUBLIC WORKS<br>01-41-652 OPERATING SUPPLIE                                      | 11/14/19<br>\$177.24              | 11/14/19 | \$177.24   |
| Vendor Total for: BARCO PRODUCTS COMPANY      |                      |  | (Fiscal YTD Payments: \$.00)      |          | \$177.24   |
| <b>BECK'S HEATING</b>                         |                      |  |                                   |          |            |
|   | Invoice: 52402       | PUBLIC WORKS<br>01-41-511 REP & MAINT - BUI                                      | 11/19/19<br>\$2,660.00            | 11/19/19 | \$2,660.00 |
| Vendor Total for: BECK'S HEATING              |                      |  | (Fiscal YTD Payments: \$7,471.00) |          | \$2,660.00 |
| <b>BULLDOG SECURITY</b>                       |                      |  |                                   |          |            |
|   | Invoice: 26746       | WATER PLANT MONITORING 1/1-12/31/20<br>51-00-599 MISC CONTRACT SER               | 11/17/19<br>\$624.00              | 11/17/19 | \$624.00   |
| Vendor Total for: BULLDOG SECURITY            |                      |  | (Fiscal YTD Payments: \$.00)      |          | \$624.00   |
| <b>CHICAGO COMMUNICATIONS, LLC</b>            |                      |  |                                   |          |            |
|   | Invoice: 315804      | DISPATCHING<br>01-21-556 DISPATCHING   | 11/29/19<br>\$640.00              | 11/29/19 | \$640.00   |
| Vendor Total for: CHICAGO COMMUNICATIONS, LLC |                      |  | (Fiscal YTD Payments: \$.00)      |          | \$640.00   |

# HIGHWOOD - AP WARRANT LIST

DECEMBER 03, 2019

List #265

| Vendor   | Invoice                  | Description   | Inv. Date                          | Due Date | Amount     |
|--|--------------------------|---|------------------------------------|----------|------------|
| CHICAGO TRIBUNE MEDIA GROUP                            |                          |   |                                    |          |            |
|  | Invoice: 011979686000    | PUBLISHING<br>01-11-548 OTHER PROFESSIONA                                 | 11/30/19<br>\$459.20               | 11/30/19 | \$459.20   |
| Vendor Total for: CHICAGO TRIBUNE MEDIA GROUP          |                          |   | (Fiscal YTD Payments: \$1,587.20)  |          | \$459.20   |
| CIZEK CONSULTING                                       |                          |   |                                    |          |            |
|  | Invoice: 113             | 11/2-12/2/2019<br>51-00-599 MISC CONTRACT SER                             | 11/30/19<br>\$2,880.00             | 11/30/19 | \$2,880.00 |
| Vendor Total for: CIZEK CONSULTING                     |                          |   | (Fiscal YTD Payments: \$20,160.00) |          | \$2,880.00 |
| CODAMETRICS  |                          |   |                                    |          |            |
|  | Invoice: 2019 HWD REV #4 | 546 GBR COUNCIL MEETING<br>78-00-259.96 546 GBR PUD                       | 09/04/19<br>\$380.88               | 09/04/19 | \$380.88   |
| Vendor Total for: CODAMETRICS                          |                          |   | (Fiscal YTD Payments: \$1,460.88)  |          | \$380.88   |
| COMCAST BUSINESS                                       |                          |   |                                    |          |            |
|  | Invoice: 110819-2616     | 4 WALKER AVENUE<br>51-00-571 UTILITIES                                    | 11/08/19<br>\$86.90                | 11/08/19 | \$86.90    |
|  | Invoice: 111419-3409     | 432 GREEN BAY ROAD<br>01-51-571 UTILITIES                                 | 11/14/19<br>\$126.90               | 11/14/19 | \$126.90   |
|  | Invoice: 111619-8065     | 710 SHERIDAN ROAD<br>51-00-571 UTILITIES                                  | 11/16/19<br>\$196.85               | 11/16/19 | \$196.85   |
| Vendor Total for: COMCAST BUSINESS                     |                          |   | (Fiscal YTD Payments: \$4,140.49)  |          | \$410.65   |
| COMED  |                          |   |                                    |          |            |
|  | Invoice: 110119-1105     | 432 GREEN BAY ROAD REC CENTER<br>01-51-571 UTILITIES                      | 11/01/19<br>\$1,449.81             | 11/01/19 | \$1,449.81 |
| Vendor Total for: COMED                                |                          |   | (Fiscal YTD Payments: \$35,592.02) |          | \$1,449.81 |
| CONSTELLATION ENERGY SVCS (INTEGRYS)                   |                          |   |                                    |          |            |
|  | Invoice: 2753034         | 4 WALKER/432 GREEN BAY ROAD<br>51-00-571 UTILITIES<br>01-51-571 UTILITIES | 11/20/19<br>\$173.37<br>\$417.18   | 11/20/19 | \$590.55   |
| Vendor Total for: CONSTELLATION ENERGY SVCS (INTEGRYS) |                          |   | (Fiscal YTD Payments: \$3,764.42)  |          | \$590.55   |



# HIGHWOOD - AP WARRANT LIST

DECEMBER 03, 2019

List #265

| Vendor                                      | Invoice           | Description   | Inv. Date  | Due Date | Amount     |
|---|-------------------|---|--|----------|------------|
| <b>DIAMBRI &amp; CARAVELLO</b>              |                   |   |  |          |            |
|   | Invoice: 31116    | HWD DUI PROSECUTIONS<br>01-14-533.5 CITY PROSECUTOR -   | 11/22/19<br>\$770.00   | 11/22/19 | \$770.00   |
|   | Invoice: 31142    | HWD MONTHLY PROSECUTIONS<br>01-14-533.5 CITY PROSECUTOR -   | 11/22/19<br>\$740.00   | 11/22/19 | \$740.00   |
| Vendor Total for: DIAMBRI & CARAVELLO       |                   |   | (Fiscal YTD Payments: \$10,118.25)   |          | \$1,510.00 |
| <b>GW &amp; ASSOCIATES, PC</b>              |                   |   |  |          |            |
|   | Invoice: 1911307  | OCTOBER<br>01-11-531.1 ACCOUNTING<br>51-00-531.1 ACCOUNTING<br>53-00-531.1 ACCOUNTING SERVIC  | 11/15/19<br>\$4,550.00<br>\$2,100.00<br>\$350.00                                       | 11/15/19 | \$7,000.00 |
| Vendor Total for: GW & ASSOCIATES, PC       |                   |   | (Fiscal YTD Payments: \$49,000.00)   |          | \$7,000.00 |
| <b>ILLINOIS PUBLIC RISK FUND</b>            |                   |   |  |          |            |
|   | Invoice: 59503    | JANUARY 2020<br>01-51-465 WORKERS COMP INS<br>01-44-465 WORKERS COMP INS<br>01-11-465 WORKERS COMP INS<br>01-21-465 WORKERS COMP INS<br>51-00-454 WORKER'S COMP INS<br>01-41-465 WORKERS COMP INS | 11/18/19<br>\$198.22<br>\$338.60<br>\$121.95<br>\$4,287.82<br>\$1,024.47<br>\$1,300.94 | 11/18/19 | \$7,272.00 |
| Vendor Total for: ILLINOIS PUBLIC RISK FUND |                   |   | (Fiscal YTD Payments: \$55,498.00)   |          | \$7,272.00 |
| <b>LAURA B. ELSADEN</b>                     |                   |   |  |          |            |
|   | Invoice: 11272019 | TICKET 7891382 OVER PAYMENT REFUND<br>01-21-927 REFUNDS   | 11/27/19<br>\$10.00  | 11/27/19 | \$10.00    |
| Vendor Total for: LAURA B. ELSADEN          |                   |   | (Fiscal YTD Payments: \$.00)   |          | \$10.00    |
| <b>LEAF</b>                                 |                   |   |  |          |            |
|   | Invoice: 10054506 | ADMIN COPIER<br>01-11-573 MISC. CONTRACT SE   | 11/20/19<br>\$269.00   | 11/20/19 | \$269.00   |
|   | Invoice: 10054606 | ADMIN COPIER OCTOBER 2019<br>01-11-573 MISC. CONTRACT SE  | 11/20/19<br>\$269.00   | 11/20/19 | \$269.00   |
|   | Invoice: 9859146  | ADMIN COPIER NOVEMBER 2019<br>01-11-537 COMPUTER SUPPORT  | 09/20/19<br>\$269.00   | 09/20/19 | \$269.00   |
|   | Invoice: 9954568  | ADMIN COPIER DECEMBER 2019<br>01-11-573 MISC. CONTRACT SE   | 10/21/19<br>\$269.00   | 10/21/19 | \$269.00   |

# HIGHWOOD - AP WARRANT LIST

DECEMBER 03, 2019

List #265

| Vendor                                    | Invoice             | Description  | Inv. Date               | Due Date | Amount      |
|---|---------------------|--|-------------------------|----------|-------------|
| Vendor Total for: LEAF                    |                     | (Fiscal YTD Payments: \$1,640.90)                                |                         |          | \$1,076.00  |
| LYNETTE M. MALAK C.S.R.                   |                     |  |                         |          |             |
|   | Invoice: 3642       | GIOLAS ARBITRATION<br>01-14-533.8 LAWSUIT SETTLEMEN              | 11/22/19<br>\$142.25    | 11/22/19 | \$142.25    |
| Vendor Total for: LYNETTE M. MALAK C.S.R. |                     | (Fiscal YTD Payments: \$.00)                                     |                         |          | \$142.25    |
| M.E. SIMPSON CO., INC.                    |                     |  |                         |          |             |
|   | Invoice: 34354      | 2019 VALVE EXERCISING<br>51-00-599 MISC CONTRACT SER             | 11/15/19<br>\$12,272.00 | 11/15/19 | \$12,272.00 |
| Vendor Total for: M.E. SIMPSON CO., INC.  |                     | (Fiscal YTD Payments: \$3,740.00)                                |                         |          | \$12,272.00 |
| M.E. UNIFORMS                             |                     |  |                         |          |             |
|   | Invoice: 001212     | PD UNIFORMS<br>01-21-653 UNIFORMS                                | 11/21/19<br>\$100.00    | 11/21/19 | \$100.00    |
| Vendor Total for: M.E. UNIFORMS           |                     | (Fiscal YTD Payments: \$351.70)                                  |                         |          | \$100.00    |
| MORTON SALT, INC                          |                     |  |                         |          |             |
|   | Invoice: 5401962766 | SALT<br>01-41-573 MISC SERVICE CONT                              | 11/18/19<br>\$9,876.26  | 11/18/19 | \$9,876.26  |
| Vendor Total for: MORTON SALT, INC        |                     | (Fiscal YTD Payments: \$7,532.25)                                |                         |          | \$9,876.26  |
| MUNOZ PAVING CO.                          |                     |  |                         |          |             |
|   | Invoice: 1066       | PATCHING SHERIDAN/OLD ELM<br>01-41-515 REP & MAINT - ST          | 11/14/19<br>\$20.00     | 11/14/19 | \$20.00     |
|   | Invoice: 1067       | PATCHING 132 NORTH AVENUE<br>01-41-515 REP & MAINT - ST          | 11/14/19<br>\$450.00    | 11/14/19 | \$450.00    |
|   | Invoice: 1068       | PATCHING 308 WASHINGTON AVENUE<br>01-41-515 REP & MAINT - ST     | 11/14/19<br>\$550.00    | 11/14/19 | \$550.00    |
|   | Invoice: 1069       | PATCHING 125 S. CENTRAL AVENUE<br>01-41-515 REP & MAINT - ST     | 11/14/19<br>\$480.00    | 11/14/19 | \$480.00    |
|   | Invoice: 1070       | PATCHING ELM/GBR/POLICE STATION<br>01-41-515 REP & MAINT - ST    | 11/14/19<br>\$650.00    | 11/14/19 | \$650.00    |
|   | Invoice: 1071       | PAVEMENT 80 WESTERN AVENUE<br>01-41-515 REP & MAINT - ST         | 11/14/19<br>\$850.00    | 11/14/19 | \$850.00    |
|   | Invoice: 1072       | CURB/PATCHING 26 S. CENTRAL AVENUE<br>01-41-515 REP & MAINT - ST | 11/14/19<br>\$875.00    | 11/14/19 | \$875.00    |

# HIGHWOOD - AP WARRANT LIST

DECEMBER 03, 2019

List #265

| Vendor   | Invoice              | Description  | Inv. Date              | Due Date | Amount     |
|--|----------------------|--|------------------------|----------|------------|
| (MUNOZ PAVING CO. Cont'd)                                |                      |  |                        |          |            |
|  | Invoice: 1073        | PATCHING 430 N. CENTRAL AVENUE<br>01-41-515 REP & MAINT - ST | 11/14/19<br>\$140.00   | 11/14/19 | \$140.00   |
| Vendor Total for: MUNOZ PAVING CO.                       |                      | (Fiscal YTD Payments: \$6,220.00)                            |                        |          | \$4,015.00 |
| MUTUAL SERVICES OF HIGHLAND PARK                         |                      |  |                        |          |            |
|  | Invoice: 586178      | WATER DEPARTMENT<br>51-00-652 OPERATING SUPPLIE              | 11/22/19<br>\$23.44    | 11/22/19 | \$23.44    |
| Vendor Total for: MUTUAL SERVICES OF HIGHLAND PARK       |                      | (Fiscal YTD Payments: \$1,130.78)                            |                        |          | \$23.44    |
| NORTH EAST MULTI-REGIONAL TRANING,INC.                   |                      |  |                        |          |            |
|  | Invoice: 265346      | PD TRAINING<br>01-21-563 TRAINING                            | 11/15/19<br>\$125.00   | 11/15/19 | \$125.00   |
| Vendor Total for: NORTH EAST MULTI-REGIONAL TRANING,INC. |                      | (Fiscal YTD Payments: \$2,150.00)                            |                        |          | \$125.00   |
| NORTH SHORE GAS  |                      |  |                        |          |            |
|  | Invoice: 111519-0001 | 5 WESTERN AVENUE<br>51-00-571 UTILITIES                      | 11/15/19<br>\$61.68    | 11/15/19 | \$61.68    |
|  | Invoice: 11519-0001  | 317 GREEN BAY ROAD<br>01-41-571 UTILITIES                    | 11/15/19<br>\$119.54   | 11/15/19 | \$119.54   |
| Vendor Total for: NORTH SHORE GAS                        |                      | (Fiscal YTD Payments: \$1,204.03)                            |                        |          | \$181.22   |
| PHOENIX MIDWEST CONSULTANTS                              |                      |  |                        |          |            |
|  | Invoice: 112719HW    | NOVEMBER 2019<br>01-44-926 REIMBURSABLE EXPE                 | 11/27/19<br>\$3,775.00 | 11/27/19 | \$3,775.00 |
| Vendor Total for: PHOENIX MIDWEST CONSULTANTS            |                      | (Fiscal YTD Payments: \$48,877.14)                           |                        |          | \$3,775.00 |
| POLICE LAW INSTITUTE                                     |                      |  |                        |          |            |
|  | Invoice: 14115       | POLICE DEPT<br>01-21-563 TRAINING                            | 11/01/19<br>\$1,995.00 | 11/01/19 | \$1,995.00 |
| Vendor Total for: POLICE LAW INSTITUTE                   |                      | (Fiscal YTD Payments: \$.00)                                 |                        |          | \$1,995.00 |
| PRI MANAGEMENT GROUP                                     |                      |  |                        |          |            |
|  | Invoice: 7546        | PD TRAINING<br>01-21-563 TRAINING                            | 11/25/19<br>\$585.00   | 11/25/19 | \$585.00   |

# HIGHWOOD - AP WARRANT LIST

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| Vendor  | Invoice             | Description   | Inv. Date              | Due Date | Amount     |
|---|---------------------|---|------------------------|----------|------------|
| Vendor Total for: PRI MANAGEMENT GROUP        |                     | (Fiscal YTD Payments: \$.00)                              |                        |          | \$585.00   |
| RAY O'HERRON CO., INC.                        |                     |   |                        |          |            |
|   | Invoice: 1964359-IN | PD UNIFORMS<br>01-21-653 UNIFORMS                         | 11/19/19<br>\$83.98    | 11/19/19 | \$83.98    |
|   | Invoice: 1965171-IN | PD UNIFORMS<br>01-21-653 UNIFORMS                         | 11/22/19<br>\$505.48   | 11/22/19 | \$505.48   |
|   | Invoice: 1965172-IN | PD UNIFORMS<br>01-21-653 UNIFORMS                         | 11/22/19<br>\$540.00   | 11/22/19 | \$540.00   |
| Vendor Total for: RAY O'HERRON CO., INC.      |                     | (Fiscal YTD Payments: \$2,875.11)                         |                        |          | \$1,129.46 |
| REGIONAL EMERGENCY DISPATCH                   |                     |   |                        |          |            |
|   | Invoice: 184-20-12  | DECEMBER 2019<br>01-22-556 DISPATCHING                    | 11/15/19<br>\$2,296.00 | 11/15/19 | \$2,296.00 |
| Vendor Total for: REGIONAL EMERGENCY DISPATCH |                     | (Fiscal YTD Payments: \$16,072.00)                        |                        |          | \$2,296.00 |
| ROGELIO VALDEZ                                |                     |   |                        |          |            |
|   | Invoice: 11122019   | POSTAGE REIMBURSEMENT<br>01-21-551 POSTAGE                | 11/12/19<br>\$44.41    | 11/12/19 | \$44.41    |
| Vendor Total for: ROGELIO VALDEZ              |                     | (Fiscal YTD Payments: \$250.00)                           |                        |          | \$44.41    |
| RUPERT BORLAND                                |                     |   |                        |          |            |
|   | Invoice: 11262019   | WATER PLANT MAINTENANCE<br>51-00-511 REP & MAINT - BU     | 11/26/19<br>\$750.00   | 11/26/19 | \$750.00   |
| Vendor Total for: RUPERT BORLAND              |                     | (Fiscal YTD Payments: \$.00)                              |                        |          | \$750.00   |
| SAL CHEMICAL                                  |                     |   |                        |          |            |
|   | Invoice: 196215     | WATER DEPARTMENT<br>51-00-652 OPERATING SUPPLIE           | 11/12/19<br>\$5,522.40 | 11/12/19 | \$5,522.40 |
| Vendor Total for: SAL CHEMICAL                |                     | (Fiscal YTD Payments: \$5,372.80)                         |                        |          | \$5,522.40 |
| SE-INC.                                       |                     |   |                        |          |            |
|   | Invoice: 19-27018   | SAFTEY FENCING/CONES/LABOR<br>01-12-900 .SPECIAL EVENT FU | 10/14/19<br>\$1,650.00 | 10/14/19 | \$1,650.00 |
| Vendor Total for: SE-INC.                     |                     | (Fiscal YTD Payments: \$79,771.13)                        |                        |          | \$1,650.00 |

# HIGHWOOD - AP WARRANT LIST

DECEMBER 03, 2019

List #265

| Vendor   | Invoice                | Description                                     | Inv. Date            | Due Date | Amount   |
|--|------------------------|---|----------------------|----------|----------|
| <b>SILVA POWER AND COMMUNICATIONS, LLC</b>   |                        |   |                      |          |          |
|  | Invoice: INV-2245      | PUBLIC WORKS<br>01-41-511 REP & MAINT - BUI     | 11/15/19<br>\$225.00 | 11/15/19 | \$225.00 |
| Vendor Total for: SILVA POWER AND COMMUNICATIONS, LLC (Fiscal YTD Payments: \$3,912.50)  |                        |   |                      |          | \$225.00 |
| <b>STAPLES OFFICE SUPPLY</b>   |                        |   |                      |          |          |
|  | Invoice: 2388478691    | PD OFFICE SUPPLIES<br>01-21-651 OFFICE SUPPLIES | 11/13/19<br>\$191.48 | 11/13/19 | \$191.48 |
|  | Invoice: 2388752191    | PD OFFICE SUPPLIES<br>01-21-651 OFFICE SUPPLIES | 11/14/19<br>\$21.46  | 11/14/19 | \$21.46  |
| Vendor Total for: STAPLES OFFICE SUPPLY (Fiscal YTD Payments: \$1,604.38)                |                        |   |                      |          | \$212.94 |
| <b>SYNCB/AMAZON</b>  |                        |   |                      |          |          |
|  | Invoice: 437734849793  | WATER DEPT<br>51-00-512 REP & MAINT - DE        | 10/08/19<br>\$4.96   | 10/08/19 | \$4.96   |
|  | Invoice: 4465646635    | ADMIN<br>01-11-652 OPERATING SUPPLIE            | 10/11/19<br>\$14.69  | 10/11/19 | \$14.69  |
|  | Invoice: 496966344375  | WATER DEPT<br>51-00-512 REP & MAINT - DE        | 10/07/19<br>\$5.00   | 10/07/19 | \$5.00   |
|  | Invoice: 743357477464  | POLICE DEPT<br>01-21-652 OPERATING SUPPLIE      | 10/23/19<br>\$17.98  | 10/23/19 | \$17.98  |
|  | Invoice: 8379753369833 | POLICE DEPT<br>01-21-652 OPERATING SUPPLIE      | 10/23/19<br>\$33.58  | 10/23/19 | \$33.58  |
| Vendor Total for: SYNCB/AMAZON (Fiscal YTD Payments: \$3,112.67)                         |                        |   |                      |          | \$76.21  |
| <b>TDS METROCOM</b>  |                        |   |                      |          |          |
|  | Invoice: 112519-6531   | PW TELEPHONE<br>01-41-552 TELEPHONE             | 11/25/19<br>\$41.96  | 11/25/19 | \$41.96  |
| Vendor Total for: TDS METROCOM (Fiscal YTD Payments: \$282.11)                           |                        |   |                      |          | \$41.96  |
| <b>TECHNOLOGY MANAGEMENT REVOLVING FUND</b>  |                        |   |                      |          |          |
|  | Invoice: T2011402      | OCTOBER 2019<br>16-00-840 COMMUNICATION CHA     | 11/18/19<br>\$491.49 | 11/18/19 | \$491.49 |
| Vendor Total for: TECHNOLOGY MANAGEMENT REVOLVING FUND (Fiscal YTD Payments: \$3,440.43) |                        |   |                      |          | \$491.49 |
| <b>VISION SERVICE PLAN OF ILLINOIS</b>   |                        |   |                      |          |          |
|  | Invoice: 807886403     | DECEMBER 2019                                   | 11/17/19             | 11/17/19 | \$190.20 |

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DECEMBER 03, 2019

List #265

| Vendor  | Invoice           | Description                                  | Inv. Date              | Due Date | Amount      |
|---|-------------------|--|------------------------|----------|-------------|
|   |                   | 01-00-218.09 EMPLOYE VISION WH               |                        |          | \$190.20    |
| Vendor Total for: VISION SERVICE PLAN OF ILLINOIS |                   | (Fiscal YTD Payments: \$845.52)              |                        |          | \$190.20    |
| WILLIAM C. HEEKIN                                 |                   |  |                        |          |             |
|   | Invoice: 11152019 | FOP -GIOLAS<br>01-14-533.8 LAWSUIT SETTLEMEN | 11/15/19<br>\$2,557.58 | 11/15/19 | \$2,557.58  |
| Vendor Total for: WILLIAM C. HEEKIN               |                   | (Fiscal YTD Payments: \$.00)                 |                        |          | \$2,557.58  |
|   |                   | GENERAL FUND                                 |                        |          | \$49,841.85 |
|   |                   | 911 EMERGENCY FUND                           |                        |          | \$491.49    |
|   |                   | WATER & SEWER                                |                        |          | \$25,725.07 |
|   |                   | GARBAGE FUND                                 |                        |          | \$350.00    |
|   |                   | ESCROW FUND                                  |                        |          | \$380.88    |
|   |                   | Grand Total:                                 |                        |          | \$76,789.29 |

**CITY DRAFT 11/27/19**

**REDEVELOPMENT AGREEMENT  
CONCERNING 438 AND 440 GREEN BAY ROAD  
IN THE CITY OF HIGHWOOD, ILLINOIS**

This Redevelopment Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between the City of Highwood, Illinois, an Illinois home rule municipal corporation (the "City"), and 440 Green Bay LLC, an Illinois limited liability company (the "Developer"). (The City and the Developer are sometimes referred to herein individually as a "Party," and collectively as the "Parties.")

**WITNESSETH:**

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**I. PRELIMINARY STATEMENTS**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
  
- B. Pursuant to Ordinance Numbers 02-0-03, 02-0-04, 02-0-05, adopted February 5, 2002, the City approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's Downtown Tax Increment Financing District (the "Downtown TIF District"); said Downtown TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2 attached hereto and made part hereof.

- C. The City is the fee title owner of certain vacant real property commonly known as 438 and 440 Green Bay Road in the City of Highwood, Illinois, said property consisting of approximately 28,044 square feet of real estate and being legally described and depicted on EXHIBIT B attached hereto and made a part hereof and herein referred to as the "Property".
- D. The City has identified the Property as a development opportunity site. The City has begun preparing the site for redevelopment, having recently demolished the existing building on the Property which had been vacant for several years. The City has explored various redevelopment options for the Property. By Notice sent July 20, 2018, the City requested proposals for redevelopment of the Property. The Developer has proposed a redevelopment concept which the City has determined is consistent with the City's stated planning objectives for this location.
- E. The Developer desires to redevelop the Property with a 6-story, approximately 49 unit Class A residential rental apartment building consisting of one- and two-bedroom units with condominium quality finishes in each dwelling unit as shown on the Amenity List attached hereto as Exhibit C, an on-site parking structure with no less than 60 indoor parking spaces plus 6 outdoor spaces, tenant amenities and storage space (as defined in Section II.H, the "Project"). A general depiction of a proposed site plan and proposed elevations for the Project is provided on EXHIBIT D. A final site plan and final elevations, among other plans and specifications, will be prepared for City review and approval as part of the Final Plans (defined herein).
- F. It is necessary for the successful completion of the Project that the City enter into this Agreement with Developer to provide for the redevelopment of the Property.
- G. Developer is unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain incentives to be provided by the City in accordance with the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended from time to time.
- H. The City, in order to stimulate and induce redevelopment of the Property with the Project, has agreed to sell the Property to the Developer in accordance with the terms, provisions and exhibits of this Agreement, including the Purchase and Sale Agreement to be entered into by the Parties as provided in Section V(F) of this Agreement.



- I. This Agreement has been submitted to the Corporate Authorities of the City for consideration and review. The Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- J. This Agreement has been submitted to the principals of the Developer for consideration and review, the Developer's principals have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's principals precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- K. The City is desirous of having the Property redeveloped with the Project in order to serve the needs of the City, increase new rental residential and employment opportunities, stimulate commercial growth and stabilize the tax base of the City and, in furtherance thereof, the City is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development.

## II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Area-Wide Incremental Property Taxes"** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are actually collected and which taxes are attributable to the increase in the equalized assessed valuation ("**EAV**") of the Redevelopment Project Area over and above the EAV of the Redevelopment Project Area at the time of the formation of the Downtown TIF District, all as determined by the County Clerk of the County of Lake, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, and which are received by the City whether before or after the Effective Date of this Agreement and held in the City's Special Tax Increment Allocation Fund less the current and scheduled debt service payments on the General Obligation Refunding Bonds Series 2013, as authorized by the City; Tax Increment Financing Alternative Revenue Capital Appreciation Bonds of 2002 as authorized by the City; LED Light Loan in the amount of \$165,000 in 2012 as authorized by the City; payment of the TIF Incentive approved under the 200 Green

Bay Road Redevelopment Agreement approved on February 4, 2014, which has \$250,000.00 due and owing; and the City's share of the Downtown Metra TOD plan in the amount of \$25,000 and any other debt secured by the increment generated by the Downtown TIF District (hereinafter collectively referred to as the "**Senior Debt**").

- B. **"Change in Law"** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the City or with respect to those made by the City, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the City); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the City, or, with respect to those made by the City, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the City, except as provided herein).

- C. **"Corporate Authorities"** means the Mayor and City Council of the City of Highwood, Illinois.
- D. **"Effective Date"** means the date on which this Agreement is executed on behalf of the City, with said date being inserted in the opening paragraph of this Agreement.
- E. **"Final Plans"** means the final site plan, building elevations, engineering plans, lighting plan, landscape plan, and other related redevelopment plans for the Project as may be approved by City ordinance or resolution as part of the Project Approvals.
- F. **"Incremental Property Taxes"** means that portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation (EAV) of the Property over and above

the EAV of the Property at the time of the formation of the Downtown TIF District, all as determined by the County Clerk of the County of Lake, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, and which are received by the City after the effective date of this Agreement.

G. **“Net Incremental Property Tax”** means the Incremental Property Taxes for the Property and Project received by the City from the Lake County Treasurer, that are (i) net of any Incremental Property Taxes due to any governmental entity from the City, including the school districts, pursuant to the Act, and (ii) net of any obligation due and owing by the City in the Downtown TIF District that, as of the date of this Agreement, that is are senior in priority to the Reimbursement Amount due under this Agreement including but not limited to the Senior Debt defined in II(A).

H. **“Party”** means the City and/or Developer and their respective successors and/or assigns as permitted herein, as the context requires.

I. **“Person”** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

J. **“Project”** means the Developer’s redevelopment of the Property in accordance with this Agreement and the Final Plans. The Proposed Plan proposes the redevelopment of the Property as a 6-story, approximately 45 -unit Class A residential rental apartment building with one- and two-bedroom units with condominium quality finishes in each dwelling unit as shown on the Amenity List Attached hereto as Exhibit C, an on-site parking structure with approximately 60 parking spaces, 6 outdoor spaces, tenant amenities and storage space.

K. **“Term of Agreement”** means the Effective Date until the date that the TIF District expires.

L. **“TIF Eligible Redevelopment Costs”** means costs of the Project to be paid or reimbursed from the Incremental Property Taxes, pursuant to the Act, by the City, as provided in this Agreement.

M. **“Uncontrollable Circumstance”** means any event which:

1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
2. is one or more of the following events:
  - a. a Change in Law;

- b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
- c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, snow or ice storm, other extraordinary or ordinary weather conditions or other similar act of God;
- d. governmental condemnation or taking other than by the City;
- e. strikes or labor disputes, or work stoppages not initiated by the Developer;
- f. unreasonable delay in the issuance of building or other permits or approvals by the City or other governmental authorities having jurisdiction other than the City;
- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances;
- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection J.2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day.

### **III. CONSTRUCTION OF TERMS**

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The City Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are in furtherance of or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Ben Pecoraro and Anthony Pecoraro as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individuals each being an "Authorized Developer Representative"). Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change which notice shall be sent in accordance with subsection XVI.B of this Agreement.

#### **IV. COOPERATION OF THE PARTIES**

The City and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement and specific review and approvals, if appropriate, by the City in the future relative to the zoning and development of the Property and the Project and in accordance with the City's Code of Ordinances. The City further agrees that upon filing of Developer's complete applications or petitions for zoning, design

review and other matter pertaining to the Project, the applicable City boards and commissions will use reasonable best efforts to place the matter on the next scheduled meeting agenda that is not less than 30 days from the date of filing.

## V. DEVELOPMENT OF THE PROPERTY

- A. **Plans.** The Property shall be developed by Developer in strict conformity with the Final Plans and City Ordinances and Resolutions to be incorporated by reference hereto after final City approval and hereby made a part hereof as **Exhibit E**. As of the date of this Agreement the Developer intends to develop the Property in accordance with the "Preliminary Site Plan", dated and last revised as of \_\_\_\_\_, 2019, all as prepared by \_\_\_\_\_ (collectively, the "Proposed Plan", as depicted on Exhibit D). The Proposed Plan will be superseded by a final site plan and renderings approved by the City as part of the Final Plans. Landscaping for the Subject Property shall be provided by Developer in strict conformity with the landscape plan approved by the City as part of the Final Plans. Lighting for the Project shall be provided by Developer in strict conformity with the Final Plans approved by the City.
- B. **Residential Units.** The Developer's redevelopment of the Property with the Project is anticipated to create an approximately 49 unit Class A residential apartments consisting of one- and two-bedroom units, each with condominium quality finishes and amenities as shown on Exhibit C with sixty (60) indoor parking spaces and six (6) outdoor parking spaces. In the course of review and approval of the Final Plans, the Developer will also provide the City with residential unit floor plans, unit amenities and unit finishes, all of which will be memorialized in the ordinance approving the Final Plans to ensure that the Developer delivers a quality development.
- C. **Zoning Approval:** The Developer shall obtain final approval of the Project and the Final Plans, in accordance with the rules, regulations and ordinances of the City including, but not limited to, the zoning review process, the design review process and the approval of all necessary City ordinances and resolutions required relative to the approval of the Final Plans (collectively, the "Project Approvals"), it being understood that the City, in its capacity as a municipal corporation has sole discretion to approve all final development plans for development within the City, and the City shall not be deemed to have caused a default hereunder or hold any liability for its failure to approve a final development plan for the Project. In the event that, based on the nature of the zoning requests or final development plans that are submitted by the Developer, the rules, regulations and ordinances of the City do not require the Developer to obtain the Project Approvals from the Corporate Authorities, said final development plan(s) for the Project shall still be subject to the review of,

and final approval by, the Corporate Authorities because of the contractual relationship between the Parties for the sale and purchase of the Property and the availability of TIF Eligible Redevelopment Costs as provided in this Agreement.

D. **Development Schedule.**

1. Within ninety (90) days after the City executes this Agreement ("Application Period"), the Developer shall apply for all zoning approvals and all permits (other than City building permits) from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project. Within one hundred twenty (120) days of applying for zoning approval, the Developer shall have received all necessary zoning approvals to construct the Project. Developer shall have the right to a sixty (60) day extension for zoning approval provided that in the City's reasonable discretion, the City determines that the Developer is diligently pursuing zoning approval.

2. Within sixty (60) days after the receipt of the Project Approvals, Developer shall deliver to the City an itemized list of any and all costs to complete the Project (hereinafter referred to as the "Project Budget"), in accordance with the final development plans approved by the City, certified to the City, including the anticipated source of payment for each and every item contained in said Project Budget. Within said sixty (60) day period, Developer shall also provide evidence, in a form reasonably satisfactory to the City, of its financing and ability to pay for the costs of the Project as itemized in the Project Budget. Failure to provide said evidence shall entitle the City to declare the Agreement null and void.

3. The Closing on the Property pursuant to the Purchase and Sale Agreement (as set forth in section V.E) will take place within forty five (45) days after (i) receipt of the Project Approvals and building permits from the City and any other permits or approvals from federal, state, regional or county agencies having jurisdiction over the Project.

4. Subject to Uncontrollable Circumstances, Developer shall commence construction of the Project within one-hundred twenty (120) days after (i) receipt of the Project Approvals and building permits from the City and any other permits or approvals from federal, state, regional or county agencies having jurisdiction over the Project.

5. The Developer must obtain a certificate of occupancy for all of the residential units within eighteen (18) months (equaling 540 days) after the commencement of construction unless the Developer is delayed in obtaining a certificate of occupancy within that time frame due to

Uncontrollable Circumstances. "Commencement of construction" shall be deemed to occur when the Developer pours the foundation for the Project.

6. If the construction of the Project does not proceed according to the timeline set forth in Sections V.D.4 and V.D.5, the City has the option to terminate the Agreement which shall then be of no further force and effect.

E. **Purchase and Sale of Property.**

1. Within fourteen (14) days after the Effective Date of this Agreement, Developer and the City shall execute an Agreement for the Purchase and Sale of Real Estate (the "Purchase and Sale Agreement") substantially in the form attached hereto as EXHIBIT F. The Effective Date of this Purchase and Sale Agreement shall be the date of execution by the second party to execute the Purchase and Sale Agreement. The Purchase and Sale Agreement shall provide that the City will transfer the Property to the Developer in an "as is" "where is" condition with no environmental representations or warranties of any kind for a purchase price of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000).

2. In the event that the Developer and the City do not enter into the Purchase and Sale Agreement for any reason within the aforementioned fourteen (14) day period, or within a subsequent time period mutually agreed upon in writing by and between the parties, then this Agreement shall terminate and the parties shall have no further obligations or responsibilities hereunder. In the event that the Purchase and Sale Agreement and this Agreement conflict in any manner, this Agreement shall control.

3. Within ninety days (90) after the date of the final execution of the Purchase and Sale Agreement, Developer shall: (i) perform any and all due diligence on the Property in accordance with the terms and conditions of the Purchase and Sale Agreement.

VI. **UNDERTAKINGS ON THE PART OF THE CITY**

A. **City Cooperation.** The City agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the City and, upon request of Developer, will promptly execute any applications or other documents (upon their approval by the City) which Developer intends to file with such other governmental or quasi-governmental entities in regard to the Project. The City shall further promptly respond to, and/or process, and consider reasonable requests of Developer for approval of applicable site engineering plans, building permits, driveway permits, curb cut permits, or other permits or permit revisions necessary for the construction



of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer providing all required and requested documentation including but not limited to engineering reports, calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and also all City ordinances and codes, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction.

- B. **Property Records.** Within fourteen (14) days of the City's execution of this Agreement, the City will provide the Developer with copies of all reports, surveys, plans, studies, title reports and similar materials in its possession concerning the Property and the environmental condition of the Property. The City shall cooperate with the Developer to attempt to obtain such records which are not in the City's possession but which may be identified by the Developer or City.
- C. **Reimbursement Amount.** The City shall reimburse the Developer for eligible TIF Eligible Redevelopment Costs from the list attached hereto as Exhibit G as allowed by the Act in an amount not to exceed One Million One Hundred Thousand and 00/100 Dollars (\$\_1,100,000.00) ("Reimbursement Amount") to be paid as follows:

From the Net Incremental Property Taxes for the Property and Project received by the City from the Lake County Treasurer, the City shall pay to the Developer, on an annual basis, during the term of this Agreement (which shall extend to the year in which the final payment of Net Incremental Property Taxes are actually received by the City), the Net Incremental Property Taxes solely attributable to the Property and Project, up to a maximum Reimbursement Amount of One Million, One Hundred Thousand and 00/100 Dollars (\$1,100,000). Said reimbursement shall be for any TIF Eligible Redevelopment Costs documented by the Developer to have been incurred and paid by the Developer and approved by the City from the list of potential TIF Eligible Expenses attached hereto as Exhibit G. Notwithstanding the above, if within thirty (30) days prior to the expiration of the Term of the Agreement, the parties determine that there will be a gap between the maximum Reimbursement Amount described above and the aggregate amount of Net Incremental Property Taxes distributed to Developer, then the City shall be obligated, prior to the expiration of the Term of the Agreement, to pay to Developer the amount representing said "gap" up to \$350,000.

The City has undertaken, at its sole cost and expense, all actions necessary to request an extension to the term of the TIF Plan in

accordance with Paragraph D below and Section 11-74.4-3.5(c) of the Tax Increment Allocation Redevelopment Act ("TIF Act"), 65 ILCS 5/11-74.4-1 et al. If as a result thereof, the TIF Plan is so extended, the Term of the Agreement shall be extended for an additional twelve years to provide for the balance of the disbursement of the Reimbursement Agreement on an annual basis to the extent Net Incremental Property Taxes become available on an annual basis.

In the event that the term of the TIF Plan is extended as described in the preceding paragraph, Developer shall be reimbursed for its TIF Eligible Redevelopment Costs within 90 days following the issuance of a certificate of occupancy for the Project in an amount not to exceed the maximum Reimbursement Amount described above in the following manner:

1. Developer shall provide sufficient documentation to the City (in the manner provided for in the Agreement) of its expenditure of TIF Redevelopment Costs. Once said expenditures meet or exceed the Reimbursement Amount, Developer shall submit to the City a written request for reimbursement. Within fifteen (15) days of receipt of said request, the City shall pay to Developer the Reimbursement Amount minus a discount then prevailing at the time of the request; provided, however, that the discount shall not exceed five percent (5%) of the Reimbursement Amount.

Requests for reimbursement of TIF Eligible Redevelopment Costs paid by the Developer shall be forwarded to the City's Finance Director, accompanied by a copy of the paid receipt therefore as well as any additional backup to support payment that is reasonable requested by the City. The City shall remit the reimbursement to Developer within ten (10) business days after the later of the City's receipt from the Developer of a properly documented request and the deposit of Net Incremental Property Taxes by the County. If the City elects to withhold or deny such payment based on alleged "good cause," the City shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Developer in writing as to the specific basis for the City's position. For purposes hereof, the term "good cause" shall mean the request of the Developer for reimbursement is materially deficient in detail required in this Agreement, is ineligible for reimbursement under the Act, or the Developer is otherwise in default or not permitted to seek reimbursement under the terms and provisions hereof. The Developer acknowledges that only 60% of the Incremental Property Taxes from the Project may be available due to 40% of said increment being potentially due the school districts located in the TIF District under the Act, provided that such school district(s) are entitled to a portion of the Incremental Property Taxes in accordance with the conditions and requirements set forth in the Act.

- D. **Term of Downtown TIF District.** The City covenants and agrees that any extension by the City of the term of the Downtown TIF District, or any renewal or expansion of the Downtown TIF District or any portion thereof, shall include the Property so that the Developer may have the opportunity to obtain full reimbursement of the Reimbursement Amount as contemplated by this Agreement.

## VII. DEVELOPER'S OBLIGATIONS

Developer shall have the obligations set forth below, in addition to those set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

- A. The Developer will construct the Project in full conformance with the Final Plans and Project Approvals, as amended from time to time upon agreement of the Parties.
- B. Developer shall grant, dedicate or convey all rights-of-way and easements on the Property relative to the public improvements which will, upon completion, be conveyed to and or come under the jurisdiction of the City or a utility company, in order to provide for all required subdivision improvements, as shown in the Final Plans, which may include but not be limited to streets, sidewalks, street lights, water mains, storm and sanitary sewer mains, gas, electricity, and cable television. The City shall coordinate said conveyances with all applicable utility companies and other applicable governmental bodies and/or agencies.
- C. Developer shall install all water mains, sanitary sewer mains and storm sewers necessary to serve the Property and the Project in accordance with final engineering plans approved by the City as part of the Final Approval.
- D. Developer shall provide City with a letter of credit or bond in form and substance satisfactory to the City in an amount equal to one hundred percent (100%) of the City Engineer's estimate of the cost of construction of any public improvements related to the Project to secure the construction thereof.
- E. Developer shall convey title to all public improvements (as delineated in the City codes and ordinances, including the City's Subdivision Code) by an appropriate instrument of conveyance.
- F. Developer shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project at such site(s) as may be designated by the City from time to time.

- G. The City shall be named as a beneficiary on all performance, labor, and material bonds and completion guarantees relating to public improvements being constructed by the Developer and/or improvements in any street right-of-way and/or required by Developer's lender or the Developer or any other entity (including the City) providing labor and/or material relative to the Project or any portion thereof. Duplicate originals of said bonds and/or completion guarantees naming the City as a beneficiary shall be provided to the City within sixty (60) days of the Developer having obtained a commitment for financing as stated herein. Alternatively, Developer may in its discretion submit written evidence to the City in a form and substance satisfactory to the City, that Developer has access to sufficient funds to pay the cost of the Project, without obtaining third party financing. The City's approval shall not be unreasonably withheld. If Developer fails to meet any of the requirements of this subsection, the City shall be relieved of its obligations under this Agreement (subject to the City's compliance with the default and cure provisions set forth below).
- H. Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the City, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement. Prior to seeking appearance before the Plan Commission, Zoning Board of Appeals, Appearance Review Committee, or any other board, commission or committee of the City, the Developer shall execute the City's standard form of third-party cost recovery agreement and shall be required to deposit sufficient funds with the City as determined by the City Manager to defray professional consultant expenses reasonably anticipated to be incurred by the City in the cause of reviewing and in processing the Developer's petition.
- I. Developer shall meet with the Corporate Authorities and City staff at least two (2) times per year during construction to make presentations to the Corporate Authorities and City staff as reasonably requested by the Mayor or City Manager in order to keep the City apprised of the progress of the Project.

- J. During the construction of the Project, the Developer shall provide such notices and attend such community and neighborhood meetings as may be necessary or desirable, as determined by either the City or the Developer, to keep all the residents fully informed of progress on the Project and any measures that residents should take to minimize any inconvenience. The Developer shall also stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction, the Developer shall also keep all public streets clean on a daily basis, and for each day in which such public streets are not properly clean, the Developer shall pay the City the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for each such violation. The Developer also agrees to coordinate all construction with any special events planned by the City. In the event of any such special events, such coordination with the City shall include a specific traffic plan approved by the City for both vehicles and pedestrians during the special event.

### VIII. ADDITIONAL COVENANTS OF DEVELOPER

- A. **Developer Existence.** Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the City's and the Developer's sound legal discretion.
- C. **No Gifts.** Developer covenants that no officer, stockholder, employee or agent of Developer, or any other Person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City.
- D. **Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the City the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be requested by the City. Developer further agrees to notify the City throughout the term of this

Agreement of the names, addresses and ownership interests of any new owners of the Developer.

- E. **Prevailing Wage.** Developer shall comply with the Prevailing Wage Act for all work done on public improvements being constructed relative to the Project.

## **IX. ADHERENCE TO CITY CODES AND ORDINANCES**

All development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the City and all other germane codes and ordinances of the City in effect from time to time during the course of construction of the Project. Provided, however, that all provisions, conditions and regulations set forth in this Agreement and the documents or plans to which it refers, including but not limited to the Final Plans, zoning variance orders and other ordinances and resolutions enacted by the City in connection with approval of the Project and the Final Plans, shall supersede the regulations contained in the City's municipal code only insofar as they are in conflict herewith as they apply to the Property and the Project. However, when this Agreement and related documents or plans to which it refers is silent, all of the City codes and ordinances shall apply and control the development of the Property. In the event of any conflict, contradiction or other ambiguity between the terms of this Agreement or the documents and plans to which it refers or any of the codes or ordinances of the City, the terms of this Agreement shall apply, control, and supersede the conflict, contradiction or other ambiguity.

Developer, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, state and local ordinances, and the like, currently in effect.

## **X. REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

- A. **Organization and Authorization.** Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this

Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

- B. **Non-Conflict or Breach.** Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.
  
- C. **Financial Resources.** Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.
  
- D. **Notice of Violations.** The Developer represents and warrants that it has not received any notice from any local, state or federal official that the activities of the Developer with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

## XI. REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. **Organization and Authority.** The City is an Illinois home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
  
- B. **Authorization.** The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement:
  - 1. have been duly authorized by all necessary corporate action on the part of the City;
  - 2. require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and
  - 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.
  
- C. **Litigation.** To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

## **XII. INSURANCE**

- A. The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in subsection 1. below prior to the commencement of construction of any portion of the Project (excluding excavation and footings):
  - 1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of



completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City and its officers, agents and employees as additional insureds, on a primary non-contributory basis with limits against bodily injury and property damage of not less than \$2,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
  3. Workers compensation insurance, with statutory coverage.
- B. All insurance required in this Section XII shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XII., each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XII. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

### **XIII. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS**

- A. The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to Property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, arising out of the acts of the Developer, employees, contractors and agents or arising under this Agreement or actions in furtherance thereof to the extent not attributable to the negligence or willful misconduct of the Indemnified Parties.
- B. Except for negligence or willful misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now UNTIL THE

THIRD ANNIVERSARY OF THE EXPIRATION OF THE TERM OF THE AGREEMENT to hold the Indemnified Parties harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

#### **XIV. EVENTS OF DEFAULT AND REMEDIES**

- A. **Developer Events of Default.** The following shall be Events of Default with respect to this Agreement:
1. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within sixty (60) days after written notice from the City.
  2. Default by Developer for a period of sixty (60) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement including failure to meet any of the approval and construction deadlines set forth for Developer action in this Agreement, or any other agreement, financing or otherwise, concerning the existence, structure or financial condition of Developer and/or the Project and Property EXCEPT FOR INSTANCES OF UNCONTROLLABLE CIRCUMSTANCES; provided, however, that such default or breach shall constitute an Event of Default only if the Developer does not, within thirty (30) days after written notice from the City, initiate and diligently pursue appropriate measures to remedy the default according to the reasonable satisfaction of the City, or if the Developer fails to cure such default within sixty (60) days after such notice. Or such reasonable time as necessary, provided that Developer can demonstrate to the City in its reasonable discretion that it is seeking to cure said default.
  3. Failure to have funds to meet Developer's obligations; provided, however, that such default shall constitute an Event of Default only

if Developer does not remedy the default within sixty (60) days after written notice from the City.

4. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than sixty (60) days for any reason other than: (a) Uncontrollable Circumstances or (b) if Developer is ahead of its planned construction schedule.
5. Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement; provided, however, that such default shall constitute an Event of Default only if the Developer does not, within sixty (60) days after written notice from the City, remedy the default.

B. **City Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the City does not remedy the default within sixty (60) days after written notice from Developer.
2. Default by the City for a period of sixty (60) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an Event of Default only if the City does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the City fails to cure such default within sixty (60) days of written notice of such default.
3. Default by the City in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the City, commences cure within thirty (30) days after written notice from Developer and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.

C. **Remedies for Default.** In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice (in accordance with the provisions of Section XVI(B) of this Agreement) from the non-defaulting Party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than forty-five (45) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement or in the case of the City, being the non-defaulting party, the City may declare the Agreement null and void rendering the City's obligations hereunder also null and void including the payment of the Reimbursement Amount under Section VI. The non-defaulting Party shall be entitled to reasonable attorney fees in the event a court action is filed and the non-defaulting Party is the prevailing Party.
2. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken.
3. In the case of an Event of Default by Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the City shall be relieved of its obligations under this Agreement, including but not limited to its obligation to pay any incentive amounts to the Developer.
4. In the case of an Event of Default by the City and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer shall be relieved of its obligations under this Agreement if it so elects, and the Developer shall have the right, if it so elects, to terminate this Agreement.

5. Subject to delays caused by force majeure, if the Project is not commenced or completed on a timely basis as required in Section V herein or if the Developer otherwise is in default under Section XIV(A) resulting in the City terminating this Agreement, the City's obligations under this Agreement shall be null and void, and Developer, at the City's option, shall be obligated to transfer the Property back to the City under the same terms and conditions set forth in the Purchase and Sale Agreement attached as EXHIBIT F hereto with good and marketable fee simple title, within thirty (30) days of the mailing of a written notice by the City demanding said transfer and upon a return to the Developer of the purchase price paid to the City for the Property plus the verified costs of any improvements constructed on the Property as shown by lien waivers held within a construction escrow. Upon payment of said sum, all legal and equitable title to the Property shall revert to the Grantor, City of Highwood. The Deed to the Property will include a reverter clause incorporating the terms of this paragraph.

**D. Reimbursement of City for Legal and Other Fees and Expenses.**

1. In the event that any third party or parties institute any legal proceedings against the Developer and/or the City, which relate to the terms of this Agreement, and are not due to the actions of the City or its employees or agents, then, in that event, the Developer, on notice from City shall assume, fully and vigorously, the entire defense of such lawsuit and all reasonable expenses of whatever nature relating thereto; provided, however:
  - a. Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City.
  - b. If the City, in its sole discretion, determines there is, or may probably be, a conflict of interest between City and the Developer, on an issue of importance to the City having a potentially substantial adverse effect on the City, then the City shall have the option of being represented by its own legal counsel. In the event the City exercises such option, then Developer shall reimburse the City from time to time on written demand from the City Manager of the City and notice of the amount due for any expenses, including but not limited to court costs, attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the City in connection therewith.

- E. **No Waiver by Delay or Otherwise.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
  
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

#### **XV. EQUAL EMPLOYMENT OPPORTUNITY**

- A. **No Discrimination.** Developer will comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Developer will use reasonable efforts to employ qualified residents of the City.
  
- B. **Advertisements.** Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  
- C. **Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in subsections A. and B. above.

#### **XVI. MISCELLANEOUS PROVISIONS**

- A. **Cancellation.** In the event Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, including Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court

of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the City, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the City terminates this Agreement pursuant to this subsection A., to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said Court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

B. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) facsimile transmission, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to City: Mayor  
City of Highwood  
17 Highwood Avenue  
Highwood, Illinois 60040

With a copy to: City Manager  
City of Highwood  
17 Highwood Avenue  
Highwood, Illinois 60040

And: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attention: James V. Ferolo

If to Developer: 440 Green Bay LLC  
c/o Benchmark Developers, Inc  
3475 Kirchoff Road  
Rolling Meadows, Illinois 60008  
Attn: Anthony Pecoraro

With a copy to: Fisher Cohen Waldman Shapiro. LLP  
1247 Waukegan Road, Ste. 100  
Glenview Illinois 60025  
Attn: Mark Lenz

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

- C. **Time is of the Essence.** Time is of the essence of this Agreement.
- D. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. **Intentionally Deleted.**
- G. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- H. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the parties hereto shall be brought in Lake County, Illinois.
- I. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the City and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written



or oral, between the City and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

- J. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- K. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- L. **Cooperation and Further Assurances.** The City and Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- M. **Successors in Interest.** This Agreement and the rights and obligations hereunder, may not be assigned by Developer prior to completion of the Project (as evidenced by issuance of certificate(s) of occupancy for the entire Project by the City to the Developer) unless (i) the assignment is to an entity controlled by or under common control with Developer or (ii) the assignment is for the purpose of obtaining financing for the Project or any portion thereof to any lender. In any other situation the City in the exercise of its sole and absolute discretion must consent in writing to such assignment, such consent not to be unreasonably conditioned or withheld. After the issuance of the aforesaid certificate(s) of occupancy by the City, the Developer shall have the right to assign this Agreement and its rights and obligations hereunder without consent of the City. Nothing herein shall in any way prevent the alienation or sale of the Property or any portion thereof by the Developer or its designee, and thereafter every titleholder of the Property shall be both benefited and bound by the conditions and restrictions herein expressed.

- N. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.
  
- O. **No Personal Liability of Officials of City or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, City Manager, any elected official, officer, partner, member, director, agent, employee or attorney of the City or Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
  
- P. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

**XIX. EFFECTIVE DATE**

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the City, with said date being inserted on page 1 hereof.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**City of Highwood,**  
an Illinois home rule municipal corporation

**ATTEST:**

By:\_\_\_\_\_

By:\_\_\_\_\_

Charles Pecaro,  
Mayor

Candy Baruffi,  
Deputy Clerk

**440 GREEN BAY LLC,**  
an Illinois limited liability company

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name: Ben Pecoraro  
Its: Manager

Name:  
Its:

**ACKNOWLEDGMENT**

State of Illinois        )  
                                  ) SS  
County of Lake         )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Charles Pecaro and Candy Baruffi, personally known to me to be the Mayor and Deputy City Clerk of the City of Highwood, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Deputy City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

State of Illinois            )  
  ) SS  
County of Lake            )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Ben Pecoraro \_\_\_\_\_, personally known to me to be the Manager \_\_\_\_\_ of 440 Green Bay LLC and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager \_\_\_\_\_ he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**TIF Ordinances**

**EXHIBIT B**  
**PROPERTY LEGAL DESCRIPTION**

ADDRESSES: 438 and 440 Green Bay Road, Highwood, Illinois 60040

PINS: 16-15-213-012 and 16-15-213-013

PARCEL 1:

LOTS 2,3, AND 4 IN BELLEI'S SUBDIVISION OF THAT PART OF LOT 59 IN EVERT AND JEFFERY'S DIVISION OF LANDS IN SECTIONS 14 AND 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, 333 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST 360.8 FEET; THENCE NORTH WESTERLY 250 FEET TO A POINT 238 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE WEST TO THE WEST LINE OF SAID LOT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, 217.5 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1924, AS DOCUMENT 248493, IN BOOK "N" OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN BELLEI'S SUBDIVISION OF PART OF LOT 59 IN EVERT AND JEFFERY'S DIVISION OF LANDS, IN SECTION 14 AND 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1924, AS DOCUMENT 248493, IN BOOK "N" OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS.

## **EXHIBIT C**

### **AMENITY LIST**

- Community roof deck with lounge chairs, tables, and shared grilles
- Full fitness center open 24/7
- Community party room with full kitchen and bar area
- Community lounge with a fireplace and library
- Trash rooms on every floor
- 60 indoor parking spaces
- Dog run
- Bike storage
- Storage lockers for tenants
- On-site management office

**WHAT ABOUT IN UNIT AMENITIES THAT MAKE THIS AN “A” BUILDING WITH CONDOMINIUM QUALITY FINISHES?**



**EXHIBIT D**  
**PROPOSED SITE PLAN AND ELEVATIONS**

**(to be inserted)**

**EXHIBIT E**  
**Final Plans and Ordinances**

**(to be incorporated by reference upon issuance of Project Approvals by City)**

**EXHIBIT F**  
**Contract for Purchase and Sale of Property**

**EXHIBIT G  
TIF ELIGIBLE LIST**



**AGENDA MEMO**  
**Committee of the Whole**  
**December 3, 2019**

**ISSUE STATEMENT**

An ordinance amending 1-8A-4-I: Duties to provide the City Manager authority to make budgeted purchases where the total cost is \$20,000 or less.

**BACKGROUND/HISTORY**

At the November 19, 2019 Committee of the Whole meeting the City Council discussed an agenda item on the work related to the repaving of Everts, Mears and Morgan. The work required a change order of approximately \$16,000 due to the conditions identified when the asphalt surface was removed from the roadway. The City Manager informed the Council of the additional work and did not want to delay the resurfacing until the next meeting, which may have resulted in the project remaining uncompleted for the duration of the winter and being inflicted with additional damage.

The City Council requested an ordinance be brought before them at a future meeting increasing the City Manager's spending authority from \$10,000 to \$20,000, which would reduce the likelihood of needing to face concerns such as these in the future.

**STAFF/COMMITTEE RECOMMENDATION**

As directed.

**ALTERNATE CONSIDERATION**

Not approving the ordinance would be an alternate consideration.

**ATTACHMENTS**

-Ordinance

**CITY OF HIGHWOOD ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING 1-8A-4-I: DUTIES TO PROVIDE THE  
CITY MANAGER AUTHORITY TO MAKE BUDGETED PURCHASES  
WHERE THE TOTAL COST IS \$20,000 OR LESS**

**ADOPTED BY THE CITY COUNCIL  
OF THE  
CITY OF HIGHWOOD, LAKE COUNTY, ILLINOIS  
ON  
THE 3rd DAY OF DECEMBER, 2019**

Published in pamphlet form by authority of the City Council  
of the City of Highwood, Lake County, Illinois  
on this 3rd day of December, 2019

**City-wide**

Mayor: Charlie Pecaro  
City Clerk: Candy Baruffi  
City Manager: Scott Coren  
City Attorney: James V. Ferolo  
Klein, Thorpe, Jenkins, Ltd

**Aldermen**

James Hospodarsky  
James Levi  
Mike Fiore  
Andy Peterson  
M. Brad Slavin  
Eric Falberg

ORDINANCE NO \_\_\_\_\_

**AN ORDINANCE AMENDING 1-8A-4-I: DUTIES TO PROVIDE THE CITY MANAGER AUTHORITY TO MAKE BUDGETED PURCHASES WHERE THE TOTAL COST IS \$20,000 OR LESS**

**WHEREAS**, the City of Highwood is a home rule unit of government under Section 6(a); Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

**WHEREAS**, it has been determined by the City Council of the City of Highwood that increasing the spending authority of the City Manager is desirable to gain efficiencies on certain projects, especially capital projects which may require change orders due to field conditions,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHWOOD, LAKE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** Section 1-8A-4-I: Duties is hereby amended (deleted language stricken):

I. Purchase all materials, supplies, equipment, personal services and contracts for which funds are provided in the budget, but no item or personal service which exceeds any budget appropriation may be purchased. The city manager may make all budgeted purchases where the total cost is ~~ten thousand dollars (\$10,000.00)~~ twenty thousand dollars (\$20,000.00) or less. Any purchase of more than ~~ten thousand dollars (\$10,000.00)~~ twenty thousand dollars (\$20,000.00) must receive city council approval. For all purchases requiring competitive bids as provided by law or ordinance, the city manager shall seek bids and shall make recommendations to the city council with respect to all such bids. Bidding requirements may be waived in accord with applicable law.



**SECTION 2:** This ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form (which publication is hereby authorized) as provided by law.

**ADOPTED** this 3rd day of December 2019, pursuant to a roll call vote as follows:

James Levi \_\_\_\_\_  
James Hospodarsky \_\_\_\_\_  
Eric Falberg \_\_\_\_\_

Mike Fiore \_\_\_\_\_  
M Brad Slavin \_\_\_\_\_  
Andy Peterson \_\_\_\_\_

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by the City Council of the City of Highwood this 3rd day of December, 2019.

\_\_\_\_\_  
Mayor Charles Pecaro

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  )SS.  
COUNTY OF LAKE         )

CLERK'S CERTIFICATE

I, the undersigned, the duly qualified Clerk of the City of Highwood, Lake County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**AN ORDINANCE AMENDING 1-8A-4-I: DUTIES TO PROVIDE THE CITY MANAGER AUTHORITY TO MAKE BUDGETED PURCHASES WHERE THE TOTAL COST IS \$20,000 OR LESS**

ORDINANCE NO. \_\_\_\_\_

adopted at a meeting of the said City of Highwood at which a quorum was present held pursuant to the provisions of the Illinois Open Meeting Act on the 3rd day of December, 2019.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 3rd day of December, 2019.

\_\_\_\_\_  
City Clerk

(seal)