

Item #3:
Ordinance Approving Lease Of
Village Owned Property To Ela Soccer
(Soccer Fields)

VILLAGE OF LONG GROVE

ORDINANCE NO. 2014-O-_____

**AN ORDINANCE APPROVING THE AWARD OF A LEASE FOR
SURPLUS REAL PROPERTY TO ELA SOCCER CLUB
(Soccer Fields)**

Adopted by the
President and Board of Trustees
of
the Village of Long Grove
this 26th day of August, 2014

Published in pamphlet form by direction
and authority of the Village of Long Grove,
Lake County, Illinois
this 27th day of August, 2014

**VILLAGE OF LONG GROVE
ORDINANCE NO. 2014-O-_____**

**AN ORDINANCE APPROVING THE AWARD OF A LEASE FOR
SURPLUS REAL PROPERTY TO ELA SOCCER CLUB
(Soccer Fields)**

WHEREAS, the Village of Long Grove (the "**Village**") is the owner of certain property located generally in the vicinity of Old Hicks Road and Checker Road and east of the Menard's development (the "**Surplus Property**"), which is legally described on Exhibit A and depicted on Exhibit B attached hereto; and

WHEREAS, the Village has designed and developed the Surplus Property for recreational uses; and

WHEREAS, on 22 July 2014, the Village Board adopted Ordinance No. 2014-O-17, finding and determining that the Surplus Property is no longer useful to the Village for any use during the next 12 years and that the best interest of the Village and its residents would be served if the Surplus Property were made available for lease; and

WHEREAS, Ordinance No. 2014-O-17 directed the Village Manager to initiate a public notice and bidding procedure for the lease of the Surplus Property for a term of 12 years in accordance with the terms and conditions set forth in Ordinance 2014-O-17 (the "**Lease**"); and

WHEREAS, pursuant to notice duly published in the *Daily Herald* once a week for three consecutive weeks (the "**Notice**"), the Village invited the submission of bids for the award of the Lease; and

WHEREAS, all bids received in response to the Notice were publicly opened at the regular meeting of the Village Board on 26 August 2014; and

WHEREAS, upon consideration of the bids received, the Village Board has determined that it is in the best interest of the Village to accept the bid submitted by Ela Soccer Club ("**Ela**") and to award the Lease to Ela pursuant to the terms set forth in Exhibit C attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

Section One: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

Section Two: Approval of Lease Award. The President and Board of Trustees, pursuant to an affirmative vote of at least three-fourths of the Trustees holding office, hereby: (i) approve the award of the Lease to Ela pursuant to a lease agreement ("**Agreement**") in substantially the form attached hereto as Exhibit C; and (ii) authorize the Village President and Village Clerk to execute and attest such Agreement, provided that the Village President and Village Clerk first receive an executed Agreement from Ela in a form acceptable to the Village Attorney within 60 days after the passage of this Ordinance.

Section Three: Effective Date. This ordinance shall be in full force and effect from and after its passage by a three-fourths vote of the Village Board, and its approval and publication in pamphlet form as provided by law.

PASSED THIS 26TH DAY OF AUGUST, 2014.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

APPROVED THIS 26TH DAY OF AUGUST, 2014.

Angela Underwood, Village President

ATTEST:

Heidi Locker-Scheer, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE SURPLUS PROPERTY

LOT 7 IN MENARDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

DRAFT

EXHIBIT B

DEPICTION OF THE SURPLUS PROPERTY

DRAFT

EXHIBIT C

LEASE AGREEMENT

DRAFT

LONG GROVE SOCCER PARK LEASE

THIS LEASE is entered into this 1 day of September , 2014, by and between the **VILLAGE OF LONG GROVE**, an Illinois municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5 (the "*Village*"), and _____, a _____ ("*LESSEE*") (collectively, the Village and the LESSEE shall hereinafter be referred to as the "*Parties*").

IN CONSIDERATION OF the mutual promises, representations, and undertakings of the Parties as hereinafter set forth, the Parties agree as follows:

SECTION 1: Recitals.

A. The Village is the owner of record of a certain parcel located at 2720 Old Hicks Road, Long Grove, Illinois, also to be known as "Long Grove Soccer Park" and generally in the vicinity of Old Hicks Road and Checker Road and adjacent to the Menard's retail center and legally described in Exhibit A attached hereto (the "*Property*").

B. The Property has been designed and developed on behalf of the Village for use as recreational fields.

C. LESSEE desires to operate recreational soccer fields within the Village, including organizing recreational activities for residents of the Village.

D. The Village is willing to lease to LESSEE, and LESSEE is willing to lease from the Village, the Property for the purpose of using the Property as soccer fields, subject to the terms and conditions of this Lease.

E. The Board of Trustees of the Village has determined that entering into this Lease is in the best interests of the Village and its residents, and the Board of Directors of LESSEE has determined that entering into this Lease is in the best interest of its members.

SECTION 2: Lease Term; Rent.

(a) **Lease Term.** The term of this lease is for a period of twelve years beginning on _____, 2014 (the "*Effective Date*") and extending to the twelfth anniversary of the Effective Date (the "*Term*").

(b) **Rent.** As its rent under this lease, LESSEE, at its sole cost and expense, shall maintain the Property in accordance with Section 4 of this Lease, complete the Capital Improvements in accordance with Section 15 of this Lease, and otherwise perform as provided in this Lease. LESSEE shall also pay such other costs and Additional Rent as set forth in this Lease.

SECTION 3: Condition of the Property. LESSEE acknowledges that it has inspected the Property and that it accepts the Property under this Lease in an "as is" condition as of the Effective Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. The Village has made no representation or warranty as to the suitability of the Property for the conduct of LESSEE's intended use or any specific purpose, and LESSEE waives any implied warranty that the Property is suitable for LESSEE's intended purposes or any specific purpose. In no event shall the Village have any obligation for any defects in the Property or any limitation on its use. The Village is not required or expected to make any further improvements to the Property (including without limitation installation of sprinkler facilities) as a part of this Lease. Notwithstanding the foregoing, the Village may, in its sole and unfettered discretion, make any improvements to the Property that it so elects upon 30 days notice in writing to LESSEE (an "*Improvement Notice*"), provided that such improvements do not render the Property unusable either (a) for a period of more than ten days, or (b) for more than three days during which LESSEE has previously scheduled events on the Property as of the date of the Improvement Notice, unless otherwise expressly agreed in writing by LESSEE.

SECTION 4: Leasehold Obligations. LESSEE will use the Property in a careful, safe and proper manner and will undertake regular and customary maintenance of the Property in accordance with the maintenance standards and schedule set forth in **Exhibit B** attached hereto (the "*Maintenance Program*"). In addition, LESSEE will not commit waste, allow any damage to the Property (ordinary wear and tear excepted), permit any discharge of any contaminated substances on or in the vicinity of the Property or otherwise violate any federal or State environmental law, or subject the Property to use that would damage the Property. LESSEE shall not permit any unreasonably objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Property, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Village or any parties using parcels adjacent to the Property. LESSEE further agrees that its use of the Property shall comply with all applicable laws, rules, ordinances, and regulations of the Village or any other body having jurisdiction of the Property.

SECTION 5: Utilities. LESSEE shall pay for all water, electricity, refuse and trash collection, and other utilities and services used on the Property, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to LESSEE's use of the Property; to the extent that LESSEE does not pay any such amounts on a timely basis, the Village may elect to pay such amounts and any such payments will be immediately due and payable to the Village from LESSEE as additional rent. To the extent that facilities need to be extended to the Property to provide any such utility services, LESSEE shall be required to provide such facility extensions consistent with the terms of Section 15 of this Lease. The Parties will cooperate to effect such services at the lowest possible costs, but the Village shall not be required to expend any moneys in connection with such cooperation.

SECTION 6. Taxes. Village represents that it is a governmental body whose real property is ordinarily exempt from real estate taxes ("*Taxes*"). To the extent that the Property becomes subject to Taxes in whole or in part because of LESSEE's use or occupancy of the Property, LESSEE will be required to pay the Taxes to Village monthly in estimated installments or upon

demand, at the option of Village, as additional rent. Such additional rent arising from taxes shall not be subject to any offset for any of LESSEE's other obligations under this Agreement.

SECTION 7. Insurance. LESSEE, at its expense, shall maintain during the Term: comprehensive general liability insurance, with a minimum limit of \$1,000,000 per occurrence and \$3,000,000.00 in the aggregate for personal injuries or deaths of persons occurring in or about the Property, and \$100,000.00 for property damage. The comprehensive general liability policy shall name Village as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Village, not be cancelable or materially changed in scope or amount of coverage unless 30 days prior written notice shall have been given to Village (any policy issued to Village providing duplicate or similar coverage shall be deemed excess over LESSEE's policies). Such policies or certificates thereof shall be delivered to Village by LESSEE upon commencement of the Term and upon each renewal of said insurance.

SECTION 8: Indemnification. Except for the negligence of Village, its agents, employees or contractors, and to the extent permitted by law, LESSEE agrees to indemnify, defend and hold harmless Village, and Village's officers, officials, agents attorneys, employees, representatives, and contractors, from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Property and arising from the use and occupancy of the Property or from any activity, work, or thing done, permitted or suffered by LESSEE in or about the Property or due to any other act or omission of LESSEE, its assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit LESSEE's obligations under this Section 8. The parties further agree and acknowledge that neither this indemnification nor the insurance provided pursuant to Section 7 hereof is intended to be a waiver of any immunity provided by law to the Village or the Village's officers, officials, agents attorneys, employees, representatives, and contractors.

SECTION 9: Quiet Enjoyment; Use; Programming.

(a) If LESSEE shall perform all of the covenants and agreements herein required to be performed by LESSEE, LESSEE shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Property against any person claiming by, through or under Village. In connection with such quiet enjoyment, the Parties acknowledge and agree that the Village will provide public safety services commensurate with the standard levels of service available throughout Long Grove. To the extent that the Parties determine that additional security is required to protect the conditions of the Property and the capital improvements that may be installed pursuant to Section 15 of this Lease, the LESSEE shall be responsible for providing such additional security without cost or expense to the Village.

(b) LESSEE covenants and agrees that LESSEE shall limit its use of the Property to soccer and other recreational activities (the "*Authorized Uses*"), as well as such accessory uses that are ordinarily and customarily associated with the Authorized Uses and authorized under applicable law. Such activities shall commence no sooner than 6 a.m. on any day, and shall conclude no later than 10 p.m. on any day. In the event that lights are authorized for the

Property, such lights shall be available for use only during the times authorized by applicable regulations (including conditions of any special use permit).

SECTION 10: Surrender. Upon termination of the Term or earlier termination of LESSEE's right of possession, LESSEE shall surrender the Property to Village in the same condition as received and improved pursuant to this Agreement, ordinary wear and tear excepted. All obligations of LESSEE hereunder not fully performed as of the termination of the Lease shall survive the termination of the Lease, including without limitation, indemnity obligations and payment obligations.

SECTION 11: Holding Over. LESSEE shall have no right to extend, renew, or holdover under this Lease. If LESSEE retains possession of the Property after the termination of the Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Village at any time. LESSEE shall be liable for all direct or consequential damages incurred by Village as a result of such holding over, including any attorneys' fees arising from enforcement of this Lease. No holding over by LESSEE, whether with or without consent of Village, shall operate to extend this Lease except as otherwise expressly provided, and this Section shall not be construed as consent for LESSEE to retain possession of the Property.

SECTION 12: Assignment. LESSEE shall have no right to assign this Lease or sublet the Property without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. Nothing in this Agreement shall limit LESSEE's right to authorize third parties to use the Property without the prior consent of the Village, provided that (a) such use is not exclusive, (b) such third-party use does not extend for more than 15 days in total (whether consecutive or otherwise), and (b) LESSEE remains fully responsible to the Village for the terms of this Lease.

SECTION 13: Mechanic's Liens. LESSEE has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Village. In the event that any lien or encumbrance is filed (or attempted to be filed) against the Property, LESSEE shall take immediate actions to discharge or remove such lien or encumbrance. Any failure to so remove or discharge any such lien or encumbrance within 30 days after its filing shall be deemed a material breach of this Lease and authorize the Village to terminate the Lease immediately subject to the notice provisions in Section 18.

SECTION 14: Remedies. The Parties shall be entitled to pursue any remedy authorized under law.

SECTION 15: Capital Improvements.

(a) During the Term of the Lease, LESSEE shall be required to make the capital improvements to the Property as set forth in and in accordance with **Exhibit C** attached hereto (the "***Capital Improvements***"), which Capital Improvements shall be undertaken and completed without cost or expense to the Village.. The Capital Improvements shall be installed in a good and workmanlike manner, consistent with industry standards, except as more particularly set forth in Exhibit C. In addition, LESSEE shall obtain all necessary permits and zoning variances

from the Village or other authorized governing body before making any of the Capital Improvements, and the Capital Improvements shall be undertaken and completed in accordance with all applicable laws, ordinances, codes, and regulations.

(b) LESSEE shall apply for such permits or variances in a timely manner. Should any of the permits and/or zoning variances not be approved (or approved subject to conditions unacceptable to LESSEE), LESSEE shall have the right to terminate this Lease subject to the notice provisions in Section 18, provided that such notice of termination (i) is exercised within 45 days after the determination regarding such permit or zoning variance and (ii) is effective within 75 days after such notice of termination.

SECTION 16: Eminent Domain. If during the Term the Property is condemned by another governmental body pursuant to the power of eminent domain (for example, if the Property is condemned pursuant to eminent domain for the purpose of expanding Illinois Route 53), the LESSEE shall be entitled to a portion of the proceeds from such condemnation in accordance with the **Exhibit D** attached to this Lease.

SECTION 17: Representations; Reporting.

(a) The Village represents as follows: 1) LESSEE shall have access to the water from the well located on the Menard's property at the southwest corner of the Menard's store near the lumber yard; 2) the irrigation plans call for a pump house that LESSEE can locate on the south side of the Property; 3) Menard's is responsible for installing a pedestal for electrical power at the midpoint of the soccer fields on the Property and that there is a power line installed along the south property line; 4) the electrical service line along the south property line is sufficient to serve a storage facility, bathrooms, a concession stand, and lights for the fields and parking lots. Should any of the representations of the Village be inaccurate, LESSEE shall have the right to immediately terminate this Lease subject to the notice provisions in Section 18.

SECTION 18: Notice. Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service, express overnight delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To LESSEE:

Attn: _____

To Village:

**Village of Long Grove
RFD 3110
Long Grove, Illinois 60047
Attn: David A. Lothspeich, Village
Manager**

With copy to:

**Victor P. Filippini, Jr.
Filippini Law Firm
990 Grove Street, Suite 220
Evanston, Illinois 60201**

SECTION 19: Entire Agreement. This Lease constitutes the complete agreement of Village and LESSEE with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Village and LESSEE, or anyone acting on behalf of Village and LESSEE, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

SECTION 20: Breach; Termination.

(a) Except as otherwise set forth in this Lease, in the event of a material breach by either party of any term of this Lease, the non-breaching party shall notify the breaching party of the nature of such breach in accordance with Section 18 of this Agreement. In the event that the breaching party shall not have cured such breach within 30 days (or, if such breach is not capable of reasonably being cured within such 30-day period, such longer period of time not to exceed 90 days, provided that the breaching party immediately commences and diligently pursues such cure to completion), then the non-breaching party may terminate this Lease upon a further written notice in accordance with Section 18 hereof. In the event that the Village is the breaching party in a matter that materially prevents LESSEE from using the Property in accordance with this Lease, and in the event that the Village does not cure such breach after notice as provided above, LESSEE may terminate this Lease and then the LESSEE shall be entitled to a partial reimbursement for the Capital Improvements to the extent authorized under and in accordance with **Exhibit D** attached hereto.

(b) The Village may terminate this Agreement without cause upon 12-months' advanced notice in accordance with Section 18, but only in the event that the Village seeks to sell the Property, and only upon reimbursing the LESSEE in accordance with Exhibit D.

SECTION 21: Severability; Validity. If any provision of this Agreement is held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby.

[Signature page to follow.]

IN WITNESS WHEREOF, the Village and LESSEE have caused their duly authorized representatives to execute this Lease as of the Effective Date.

VILLAGE OF LONG GROVE

By: _____
Village President

By: _____
President

ATTEST:

Village Clerk

ATTEST:

Secretary

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF THE SURPLUS PROPERTY

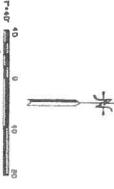
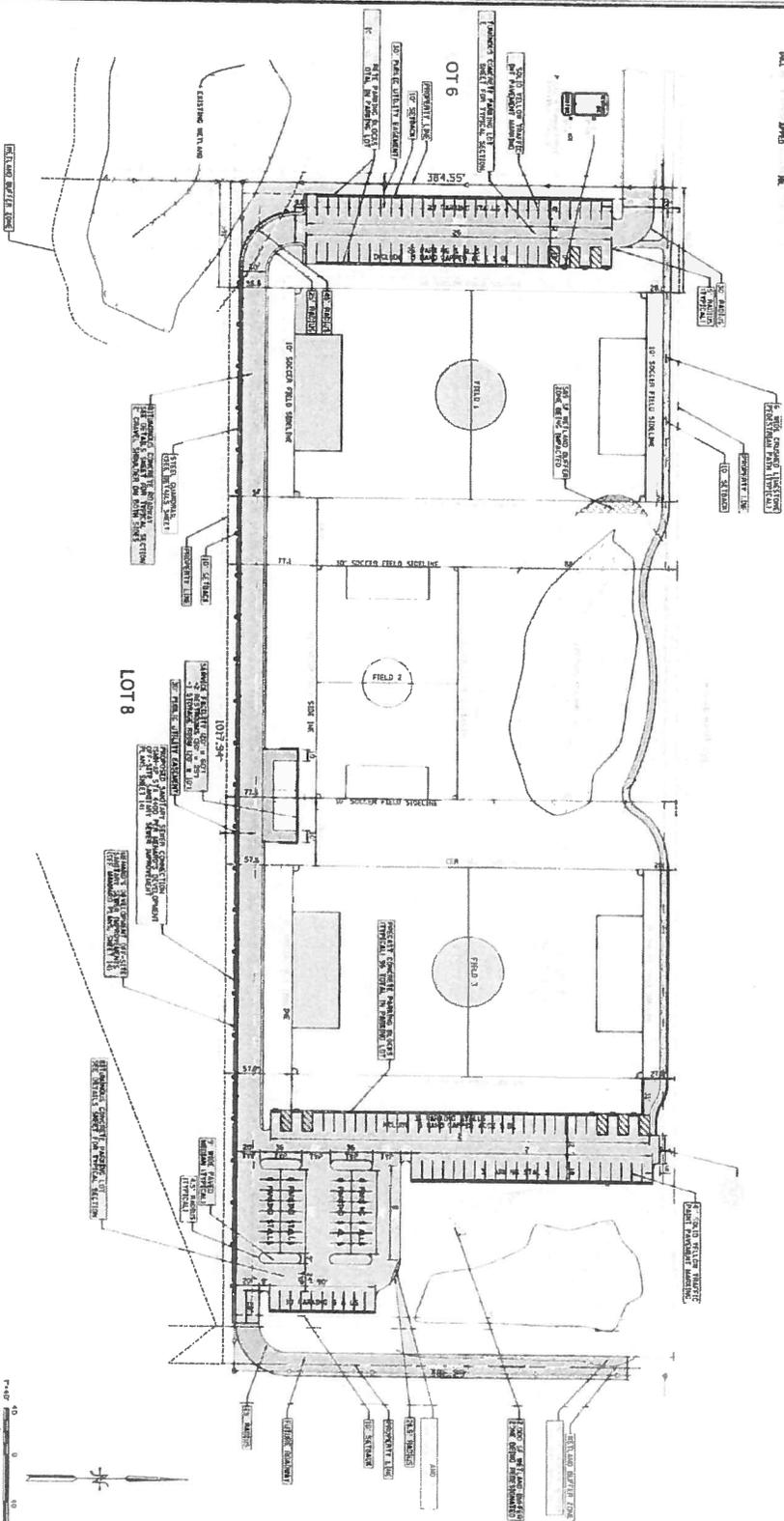
LOT 7 IN MENARDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

DRAFT

GENERAL ASSUMPTIONS

- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

DATE: 11/10/10



ESI CONSULTANTS, LTD.
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW.ESI-CONSULTANTS.COM

VILLAGE OF LONG GROVE
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW.ESI-CONSULTANTS.COM

NO.	DATE	DESCRIPTION
1	11/10/10	ISSUED FOR PERMITTING

PREPARED BY: Paul J. DeGroot, PE
CHECKED BY: [Signature]
DATE: 11/10/10

MENARD'S PARK
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW.ESI-CONSULTANTS.COM

SITE PLAN

EXHIBIT B

Maintenance Program

LESSEE will provide the initial set up and maintenance required to bring the fields into playable condition

The scope of the initial set up shall include, but not be limited to, the following:

- a) Spread pulverized soil in low and worn areas along with topdressing;
- b) Apply athletic field grass seed mix;
- c) Fertilize; and
- d) Water as needed.

The scope of the ongoing maintenance of the fields shall include but not limited to, the following

- a) Mowing: Weekly mowing of all areas
- b) Fertilizing: All turf areas shall be fertilized once in the Spring and once in the Fall.
- c) Aerating: All turf areas shall be aerated once per year.
- d) Paint or stripe soccer field areas every week during the fall/spring season
- e) Supply, secure, maintain store and rotate the goals every season
- f) Replace nets as needed
- g) Provide porta potties
- h) Regularly inspect and promptly (i) remove rocks, (ii) fill divots or (iii) correct any other conditions on the Property that may present a hazard to the users of the Property.

The scope of ongoing maintenance of the paved areas shall require regular inspection of, and prompt correction of, potholes or other material deficiencies in areas of the pavement.

EXHIBIT C

Capital Improvements

Required Improvements:

- a) Final layer of asphalt on Property parking lot within __ months after the Effective Date
- b) Irrigation System and/or Water Wheel System on one or more fields within __ months after the Effective Date
- c) Play surface upgrades (topdressing & seeding) within __ months after the Effective Date
- d) Long Grove Soccer Park & Directional Signage within __ months after the Effective Date, which signage shall be subject to approval of the Village.

Optional Improvements:

- Temporary or Permanent Lights installed on one or more fields

EXHIBIT D

Condemnation Schedule

In the event of condemnation pursuant to Section 16 or termination as provided in Section 20 of this Lease, and provided that LESSEE has completed the pavement work described in Exhibit C to this Lease, LESSEE shall be entitled to reimbursement (or recovery from a condemnation award) of the following percentage of the “certified costs” for such pavement work:

WITHIN 1 YEAR AFTER EFFECTIVE DATE	95%
2 YEARS AFTER EFFECTIVE DATE	85%
3 YEARS AFTER EFFECTIVE DATE	70%
4 YEARS AFTER EFFECTIVE DATE	55%
5 YEARS AFTER EFFECTIVE DATE	35%
6 YEARS AFTER EFFECTIVE DATE	15%
7 YEARS AFTER EFFECTIVE DATE	5%

For purposes herein, “certified costs” are the amounts expended by Lessee as evidenced by receipts and sworn contractor statements that are approved by the Village Engineer, which approval shall not be unreasonably withheld.

Legal Notices

To place a legal advertisement, call (847)427-4671, M-F 8 a.m.-5 p.m. Or email to legals@dailyherald.com

Public Hearings & Notices

NOTICE OF PUBLIC HEARING ON BUDGET AND APPROPRIATION ORDINANCE FOR THE LISLE LIBRARY DISTRICT
JPAGE COUNTY, ILLINOIS
 NOTICE is hereby that the Lisle Library District has caused to be prepared a tentative form of annual Budget Appropriation Ordinance. A public hearing will be held as to such Budget Appropriation on the 13th day of September, at the hour of 7:00 p.m. at the Lisle Library District, 172 S. Circle Avenue, Bloomington, Illinois. A copy of which is available for public inspection in the office of the Secretary of the Bloomington Park District of the above address.
 Carrie A Fullerton
 Secretary
 Board of Commissioners
 Bloomington Park District
 Published in Daily Herald August 15, 2014 (4382758)

Public Hearings & Notices

PUBLIC HEARING NOTICE
 Public Notice is hereby given that a Public Hearing will be held on August 25, 2014 at 7:00 pm or soon thereafter as this matter may be heard, at the office of the Bloomington Park District, 172 S. Circle Avenue, Bloomington, Illinois for the Combined Budget and Appropriation Ordinance of the Bloomington Park District for its fiscal year beginning June 1, 2014 and ending May 31, 2015, a copy of which is available for public inspection in the office of the Secretary of the Bloomington Park District of the above address.
 Carrie A Fullerton
 Secretary
 Board of Commissioners
 Bloomington Park District
 Published in Daily Herald August 15, 2014 (4382758)

CLUTTER GETTING OUT OF CONTROL?

Keep what you love and make the rest history with a Daily Herald Auction Classified Ad

Call 847-427-4444 to place your ad today!

Public Hearings & Notices

THE BOARD OF LIBRARY TRUSTEES OF THE PROSPECT HEIGHTS PUBLIC LIBRARY DISTRICT
 COOK COUNTY, ILLINOIS
 PUBLIC NOTICE is hereby given that a public hearing will be held on the proposed annual budget and appropriation ordinance for the fiscal year July 1, 2014 to June 30, 2015, at the following time and place: Wednesday, September 17, 2014, at 7:00 p.m., at the Prospect Heights Public Library, 12 North Elm Street, Prospect Heights, Illinois in the Lusk Conference Room. Said ordinance in tentative form shall be available for public inspection for at least thirty (30) days prior thereto at said library during regular library hours.
 DATED this 13th day of August, 2014.
 Janet W Purcell
 Secretary of the Board of Library Trustees of the Prospect Heights Public Library District
 Cook County, Illinois
 Published in Daily Herald August 15, 2014 (4383065)

Put a Daily Herald Classified Ad to work for you!
 847-427-4444 or 630-955-0035

Did You Know That All Real Estate Advertisements Can Also Be Found Online?

Just Go To: www.dailyherald.com

Then Click on the Homes For Sale or Rental Links Under the Marketplace Heading to Find All of Your Local Real Estate

Storage

Notice of Public Sale of Personal Property

Notice is hereby given that the self storage units listed below will be sold on a public website by competitive bidding ending on August 22nd, 2014 @ 10AM at www.storagebattles.com for the property of: U-Stor-It Lisle 2100 Ogden Ave. Lisle, IL 60532 #1405 Ebony Harris-clothes, bags, jackets #2166 Nenyamka Sanchez-electronics, clothes toys #2236 Eric Jefferson-mattresses, speakers, microwave
 Payments must be made with cash only and paid at the facility within 72 hrs. All goods are sold as is and must be removed at the time of payment.
 Sale is subjected to adjournment.
 Published in Daily Herald August 8 & 15, 2014 (4382393)

Notice of Public Sale of Personal Property

Notice is hereby given that the self storage units listed below will be sold on a public website by competitive bidding ending on August 22nd, 2014 @ 10AM at www.storagebattles.com for the property of: U-Stor-It Streamwood 145 W. Irving Park Rd Streamwood, IL 60532 #4130 James Flanagan-boxes, bags, furniture
 Payments must be made with cash only and paid at the facility within 72 hrs. All goods are sold as is and must be removed at the time of payment.
 Sale is subjected to adjournment.
 Published in Daily Herald August 8 & 15, 2014 (4382396)

NEED A CROWD?
 At your craft fair? Make us an ad in the DAILY HERALD Classified

Public Hearings & Notices

Storage

Notice of Public Sale of Personal Property

Notice is hereby given that the self storage units listed below will be sold on a public website by competitive bidding ending on August 22nd, 2014 @ 10AM at www.storagebattles.com for the property of: U-Stor-It Carol Stream 120 Tubeway Dr. Carol Stream, IL 60188 #2219 Jadickson Gomez-furniture, boxes, totes #1209 Den Bass-furniture, boxes, totes
 Payments must be made with cash only and paid at the facility within 72 hrs. All goods are sold as is and must be removed at the time of payment.
 Sale is subjected to adjournment.
 Published in Daily Herald August 8 & 15, 2014 (4382397)

DRIVE USED CAR BUYERS TO YOUR DOOR

with a Classified Auto Ad!
 Call 847-427-4444

AVOID SCAMS

You can avoid would-be scammers by following these common-sense rules:

• **DEAL LOCALLY WITH FOLKS YOU CAN MEET IN PERSON.** 1/64 Follow this one rule and avoid 99% of scam attempts.

• **DO NOT RENT HOUSING OR PURCHASE GOODS SIGHT - UNSEEN.** 1/64 That amazing rental or cheap item may not actually exist.

• **NEVER WIRE FUNDS TO A STRANGER.** 1/64 Anyone who asks you to wire funds is likely a scammer.

• **BEWARE OF FAKE CASHIER CHECKS & MONEY ORDERS.** 1/64 Banks will hold YOU responsible when the check is discovered weeks later.

• **DAILY HERALD MEDIA GROUP IS NOT INVOLVED IN ANY TRANSACTION,** and does not handle payments or "buyer protection".

• **NEVER GIVE OUT FINANCIAL INFORMATION** (bank account number, social security number, log-in info, etc.)

• **DO NOT SUBMIT TO CREDITOR BACK-GROUND CHECKS** until you have met the interviewer or landlord/agent in person.

THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT, DUPAGE COUNTY, ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an entity and administrative agency of the State of Illinois,

EASTERN CONSTRUCTION COMPANY, SURESH K. LA. COUNTY OF DUPAGE, ANDREANNA MORAJ, DUPAGE COUNTY TREASURER, INDRAVAN MERAJ, UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, INDANTS
 D080018
 I No.: EO-18-12-163 TE

NOTICE OF PUBLICATION

Acquisit affidavit for publication having been filed, notice is hereby given to you, Non-Record Claimants and Unknown Owners, defendants in the above entitled suit, that a motion named plaintiff has filed its Complaint in said County Court, for condemnation pursuant to the eminent domain laws of the State of Illinois, of the premises in the Complaint situated in DuPage County, Illinois, to wit:

LEGAL DESCRIPTION: EO-18-12-163 TE - EXHIBIT A PART OF LOT 1 IN FIRST ADDITION TO ITCASCA HEIGHTS UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED AS DOCUMENT RECORD #8904 ON NUMBER 10, 1975, IN DUPAGE COUNTY, ILLINOIS, LINES BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83(2007) ADJUSTMENT, RECORDED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 17 MINUTES 48 SECONDS EAST ON THE EASTERLY LINE OF SAID LOT 1, 45 FEET; THENCE SOUTH 6 DEGREES 00 SECONDS WEST ON A LINE THAT IS PARALLEL TO THE WESTERLY LINE OF SAID LOT 1, 14.06 FEET; TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 40 DEGREES 12 MINUTES 00 SECONDS WEST, ON SAID SOUTHERLY LINE, 6.93 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 6 DEGREES 00 MINUTE 09 SECONDS EAST, 14.06 FEET TO THE POINT BEGINNING.

On 07-21-2014, that summary was duly noticed out of Court against you as provided by law and that said matter is now pending. The said Complaint is for the ascertainment of the just compensation to be paid to the Unknown Owners, MID EAST ERIE TRAIL COMPANY; SURESH MEKALA, COUNTY OF DUPAGE; ANNA MORAJ; INDRAVAN MERAJ, UNKNOWN OWNERS AND RECORD CLAIMANTS, for the temporary easement sought to the above described real property sought to be used for the purposes of widening/extending a public highway.

Therefore, unless you or the said above named defendant, unknown owners and non-record claimants file a defense in the said suit, in the office of the Clerk of the Court of DuPage County, 505 N. County Farm Road, Downers Grove, Illinois, on or before September 15, 2014, and a default may be entered against you at any time after the day and judgment entered in accordance with the terms of said Complaint.
 I, August 6, 2014, Wheaton, Illinois
 Curtis Kachirobas, Clerk of the Circuit Court
 Lefeur, Executive Director, Vincent J. Pinelli, Jr., Special Assistant Attorney General Attorney for Plaintiff, 700 Madison, Ste 4300, Chicago, IL 60662, ATTY #3122437 issued in Daily Herald August 15, 22, 29, 2014 (4382916)

LEGAL NOTICE:
 The Roselle Police Department, in cooperation with the Illinois State Police, will be conducting a Roadside Safety Check in the Village of Roselle, DuPage and Cook County, Illinois at a place and time to be determined. The Roadside Safety Check will be held sometime during the Labor Day weekend between Friday, August 15th and Monday, August 18th, 2014. The purpose of the Roadside Safety Check is to remove impaired drivers from the roadway in Illinois. The program is funded by the Illinois Dept. of Transportation.
 Published in Daily Herald August 15, 2014 (4382757)

PUBLIC NOTICE

VILLAGE OF LONG GROVE, LONG GROVE, ILLINOIS NOTICE OF PROPOSAL TO LEASE REAL PROPERTY
 Notice is hereby given that the Village of Long Grove, Lake County, Illinois ("Village") proposes to lease for a term of twelve (12) years that certain parcel of real property located in Long Grove, Illinois generally in the vicinity of Old Hicks Road and Checker Road and adjacent to the Menards retail center and legally described as follows (the "Subject Property"): LOT 7 IN MENARDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.
 The Village is the owner of the Subject Property and has designed and developed the Subject Property for recreational uses. On July 22, 2014, the Village Board adopted Ordinance No. 2014-O-17 finding and determining that the Subject Property is surplus property that, during the next 12 years, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village. The Village Board further found and determined that the Subject Property should be made available for lease for a term of 12 years pursuant to lease terms set forth in Ordinance No. 2014-O-17 (the "Form Lease"). The Form Lease is available for inspection at the Long Grove Village Hall, 3110 Old McHenry Road, Long Grove, Illinois 60047. The Village invites the submission of bids for the lease of the Subject Property for a term of 12 years pursuant to the terms of the Form Lease. Bids shall be submitted on a form designated by the Village. Bid forms are available at the Long Grove Village Hall, 3110 Old McHenry Road, Long Grove, Illinois 60047. Bids shall be opened and considered at the regular meeting of the Long Grove Village Board on August 26, 2014 at 7:00 p.m. at the Long Grove Village Hall, 3110 Old McHenry Road, Long Grove, Illinois 60047.
 David A. Altschick, Village Manager, Village of Long Grove
 Published in Daily Herald August 8, 15, 22, 2014 (4382304)



in classified advertising

Newspaper classified advertising stays in tune with the needs of music lovers who want to buy or sell musical instruments.

If you are looking to sell, you can count on us to help you write a hit called "Result"

If you are looking to buy, check us out. In print and online, you'll soon find there's a lot of music in classified!

Suburban Chicago's leading marketplace

PUBLIC NOTICE

VILLAGE OF LONG GROVE, LONG GROVE, ILLINOIS NOTICE OF PROPOSAL TO LEASE REAL PROPERTY

Notice is hereby given that the Village of Long Grove, Lake County, Illinois ("Village") proposes to lease for a term of twelve (12) years that certain parcel of real property located in Long Grove, Illinois generally in the vicinity of Old Hicks Road and Checker Road and adjacent to the Menard's retail center and legally described as follows (the "Subject Property"):

LOT 7 IN MENARDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

The Village is the owner of the Subject Property and has designed and developed the Subject Property for recreational uses. On July 22, 2014, the Village Board adopted Ordinance No. 2014-O-17 finding and determining that the Subject Property is surplus property that, during the next 12 years, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village. The Village Board further found and determined that the Subject Property should be made available for lease for a term of 12 years pursuant to lease terms set forth in Ordinance No. 2014-O-17 (the "Form Lease"). The Form Lease is available for inspection at the Long Grove Village Hall, 3110 Old McHenry Road, Long Grove, Illinois 60047.

The Village invites the submission of bids for the lease of the Subject Property for a term of 12 years pursuant to the terms of the Form Lease. Bids shall be submitted on a form designated by the Village. Bid forms are available at the Long Grove Village Hall, 3110 Old McHenry Road, Long Grove, Illinois 60047. Bids shall be opened and considered at the regular meeting of the Long Grove Village Board on August 26, 2014 at 7:00 p.m. at the Long Grove Village Hall, 3110 Old McHenry Road, Long Grove, Illinois 60047.

David A. Lothspeich, Village Manager,
Village of Long Grove

Published in Daily Herald August 8,15,22,2014 (4382304)