



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

**THE CITY COUNCIL WORKSHOP HYBRID MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, APRIL 11, 2022 AT 6:30 P.M.**

**IN PERSON IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
AND SIMULCAST ON ZOOM
ACTING MAYOR MATTHEW DOLICK PRESIDING**

THIS MEETING WILL BE STREAMED LIVE ON THE FOLLOWING CABLE CHANNELS: COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE CHANNEL 99. IT WILL ALSO BE RECORDED AND TELEVISED ON COMCAST AND WOW CHANNEL 17 AND AT&T U-VERSE CHANNEL 99.

**ATTENDEES WHO WISH TO SPEAK ON AGENDA OR NON-AGENDA ITEMS WILL BE PROVIDED AN OPPORTUNITY DURING THE MEETING.
THERE IS A FIVE MINUTE TIME LIMIT FOR SPEAKERS.**

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

A. March 28, 2022 City Council Regular Meeting Minutes

Action Requested: (Motion, Second, Roll Call Vote)

4. PRESENTATION

A. FY2022-23 Chicago Executive Airport Budget Presentation by Jason Griffin

5. APPOINTMENTS, CONFIRMATIONS, AND PROCLAMATIONS

A. Announcement of Retirement of Police Chief Jim Zawlocki, Effective May 13, 2022, and Appointment of William Caponigro as Police Chief, Effective May 13, 2022

6. PUBLIC COMMENT ON AGENDA MATTERS (Five Minute Time Limit)

(Citizens are asked to identify the agenda item they would like to address and will be provided the opportunity to speak to the issue after its presentation and before City Council action)

- 7. CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.

Action Requested: (Motion, Second, Roll Call Vote)

- A.** Arbor Day Proclamation – to commemorate Arbor Day on April 30, 2022
- B. R-22-21** Memo and Resolution Approving the FY2022-23 Budget for Chicago Executive Airport
- C. O-22-07** Staff Memo and Ordinance Directing the Sale of Surplus Property – 2014 Ford Explorer - VIN#1FM5K8AR9EGB11281 (**2nd Reading**)
- D. O-22-08** Staff Memo and Ordinance Establishing Water Rates for FY2022-23 (**2nd Reading**)
- E. R-22-22** Staff Memo and Resolution Approving Scope of Services Agreement with Gewalt Hamilton for National Pollution Discharge Elimination System Compliance Permit Requirements, at \$4,200.00

8. OLD BUSINESS

NO OLD BUSINESS

9. NEW BUSINESS

- A. R-22-16** Resolution Authorizing a Redevelopment Agreement Between the City of Prospect Heights and Lexington Home Builders for Prospect Pointe/Muir Park 69-Unit townhome Development subject to acceptable language review by the City Attorney (**tabled from March 28, 2022 Council meeting**)
Action Requested: (Motion, Second, Roll Call Vote)
- B. R-22-17** Resolution Authorizing an Intergovernmental Agreement Between the City of Prospect Heights and the Prospect Heights Park District for Muir Park Improvements Related to Prospect Pointe/Muir Park Development (**tabled from March 28, 2022 Council meeting**)
Action Requested: (Motion, Second, Roll Call Vote)
- C. R-22-18** Resolution Authorizing an Intergovernmental Agreement Between the City of Prospect Heights and the Prospect Heights Fire Protection District Related to Prospect Pointe/Muir Park Development (**tabled from March 28, 2022 Council meeting**)
Action Requested: (Motion, Second, Roll Call Vote)
- D. O-22-09** Staff Memo and Ordinance Amending Title 1 of City Code and Adopting the Pay Plan (Compensation of Officers, Employee Salaries and Pay Plan) (**1st Reading**)
Action Requested: (Informational/Discussion)

- E. O-22-10** Staff Memo and Ordinance Adopting the FY2022-23 Budget for the City of Prospect Heights (***1st Reading***)
Action Requested: (Informational/Discussion)

10. STAFF, ELECTED OFFICIALS, AND COMMISSION REPORTS

11. DISCUSSION TOPIC IDEAS FOR NEXT WORKSHOP MEETING:

- A.** Discussion of City Water Study and New Water Survey
- B.** Discussion of Elected Officials Stipends
- C.** City of Prospect Heights Quarterly Newsletter (Overall Design and Contents)
- D.** Discussion of Agenda Items and Structure

12. APPROVAL OF WARRANTS

- A.** Approval of Expenditures
Action Requested: (Motion, Second, Roll Call Vote)

General Fund	\$143,234.52
Motor Fuel Tax Fund	\$0.00
Palatine/Milwaukee Tax Increment Financing District	\$0.00
Tourism District	\$2,053.68
Development Fund	\$0.00
Drug Enforcement Agency Fund	\$0.00
Solid Waste Fund	\$29,788.00
Special Service Area #1	\$0.00
Special Service Area #2	\$0.00
Special Service Area #3	\$0.00
Special Service Area #4	\$0.00
Special Service Area #5	\$235.34
Special Service Area #8 – Levee Wall #37	\$0.00
Special Service Area-Constr #6 (Water Main)	\$0.00
Special Service Area- Debt #6	\$0.00
Capital Improvements	\$0.00

Palatine Road Tax Increment Financing District	\$572.10
Road Construction	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$7,215.00
Parking Fund	\$679.79
Sanitary Sewer Fund	\$15,914.63
Road/Building Bond Escrow	\$0.00
TOTAL	\$199,693.06
<u>Wire Payments</u>	
3/25/2022 PAYROLL	\$155,932.93
MARCH ILLINOIS MUNICIPAL RETIREMENT FUND	\$18,730.18
TOTAL WARRANT	\$374,356.17

13. PUBLIC COMMENT ON NON-AGENDA MATTERS (*Five Minute Time Limit*)

14. EXECUTIVE SESSION (No Items)

15. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

16. ADJOURNMENT
Action Requested: (Motion, Second, Voice Vote)

Posted by 5:00 PM, April 7, 2022

INSTRUCTIONS TO VIEW THE ZOOM SIMULCAST

FOR ZOOM VIDEO

Join by Cell Phone, Tablet, or Computer: <https://us02web.zoom.us/j/83998382240>
Meeting ID: **839 9838 2240**

FOR AUDIO ONLY

Join by Phone: 1-312-626-6799
Meeting ID: **839 9838 2240**

Items for Public Comment may be emailed to kschultheis@prospect-heights.org by 4:30pm on the day of the meeting to be read at the meeting.



TREE CITY USA®
An Arbor Day Foundation Program

*** **OFFICIAL PROCLAMATION** ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Matthew Dolick, Mayor of the City of Prospect Heights, do hereby proclaim Friday, April 29, 2022 as **ARBOR DAY** In the City of Prospect Heights, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 29th day of April, 2022

Mayor



Arbor Day Foundation®



Chicago Executive Airport
1020 South Plant Road
Wheeling, Illinois 60090

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847.537.8183 Facsimile
www.chiexec.com

MEMO

Date: March 28, 2022
To: City of Prospect Heights and Village of Wheeling Officials
From: Jason G. Griffith, Director of Finance
Subject: Chicago Executive Airport FY2023 Budget- Proposed

*An Intergovernmental
Cooperative of the City of
Prospect Heights and the
Village of Wheeling*

Memberships:

Wheeling,
Prospect Heights
Chamber of Commerce

National Business
Aviation Association

Illinois Public
Airports Association

Government Finance
Officers Association

Illinois Government
Finance Officers
Association

Illinois Aviation
Trades Association

Chicago Area Business
Aviation Association

National Air
Transportation
Association

Aircraft Owners and
Pilots Association

Highlight summary of the proposed FY2023 budget:

- **Net Income:** After reserve fund transfers FY23 budgeted Net Income of \$75,956.
- **Revenues:** FY23 total budgeted revenues are \$6,105,995, a \$988,837 (19.32%) increase from FY22
- **Operating Expenses:** Total budgeted operating expenses for the combined departments are \$4,454,698, a \$637,973 (16.72%) increase from FY22.
- **Reserve Funds:**
 - Sewer revenues will continue to go directly into the Sewer Fund. Projected 5/1/22 balance \$450,993, 4/30/23 ending balance \$468,525.
 - Vehicle and Equipment Reserve Fund (VERF) is budgeted for a \$300,000 annual transfer. Projected 5/1/22 balance \$873,519. 4/30/23 ending balance \$324,219. The Airport is budgeted to purchase a new snow broom (\$650,000) and other smaller vehicles. When a vehicle is sold those funds will go back into this fund.
 - The Building & Land Fund is budgeted for a \$500,000 annual transfer. Projected 5/1/22 balance \$1,638,927. 4/30/23 ending balance \$1,039,227.
 - Capital Repair/Demo Fund is budgeted at 5% of long-term and Hangar 5/6 permit fees revenues. Projected 5/1/22 starting balance \$210,006. 4/30/23 ending balance \$357,613.
- **Capital Projects:** Self-funded, not grant funded, capital projects include updates to airfield security, pavement repairs, shop equipment, and building/hangar updates.
- **Capital "A" Projects:** The total cost of all the projects is estimated at \$21,347,778 with the Airport's local share expected to be \$1,120,916 with budgeted FY22 offsetting grant revenue of \$4,460,230. The major Capital "A" projects include the continuation of the Residential Sound Insulation Program (RSIP), development of the east quadrant apron, and Rehabilitation of Airfield Lighting- Phase 1.
- **Unrestricted Net Assets Available:** The Airport Business Plan requires that we maintain an unrestricted net asset balance equal to 3 months (25%) of the current year's budgeted operating expenses, which would be \$1,113,675 (\$4,454,698 x 25%). Our estimated April 30, 2023, operating fund balance of \$3,543,633 satisfies this requirement.
- **Debt Covenant Requirements:** Our debt covenants require the Airport to maintain a cash balance worth 180 days of budgeted operating expenses. In FY23 that would be \$2,196,837 (\$4,454,698 x 180/365). Our estimated April 30, 2023, operating fund balance of \$3,543,633 satisfies this requirement.

Resolution No. R-22-21

A Resolution Approving the FY23 Budget for Chicago Executive Airport

Whereas, the City of City of Prospect Heights and the Village of Wheeling have entered into an Intergovernmental Agreement dated July 1, 2005 for the organization, operation and maintenance of Chicago Executive Airport; and,

Whereas, Section 4.G.3 of the said Agreement requires the Chicago Executive Airport Board to propose for approval by the municipalities an annual budget for the Chicago Executive Airport; and,

Whereas, the Airport staff has prepared and presented to the Board of Directors the proposed budget for fiscal year ending April 30, 2023; and,

Whereas, the Board of Directors of Chicago Executive Airport have reviewed the budget document in its entirety; and,

Whereas, the adoption of said budget constitutes the appropriation of monies for Chicago Executive Airport in the fiscal year ending April 30, 2023; and,

Whereas, the Board of Directors deems it in the best interest of Chicago Executive Airport to recommend said budget as prepared for approval;

Now, Therefore, Be It Resolved by the Mayor and City Council of the City of Prospect Heights, County Cook, State of Illinois, that the Annual Budget for fiscal year ending April 30, 2023, totaling \$6,105,995 in revenues and \$4,454,689 in expenses is hereby approved.

Passed and Approved this 11th day of April 2022.

Matthew Dolick, Acting Mayor

Attest:

City Clerk

Ayes: _____

Nays: _____

Absent: _____



FY 2023

Proposed Annual Budget

Fiscal Year Ending

4/30/2023



**An Intergovernmental Cooperative of
The City of Prospect Heights, Illinois and
The Village of Wheeling, Illinois**

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Chicago Executive Airport Budget

Fiscal Year Ending

April 30, 2023

FY2023 Budget

Draft to the Chicago Executive Airport Board of Directors – February 16, 2022

Passed by the Chicago Executive Airport Board of Directors - March 16, 2022

Proposed to the City of Prospect Heights City Council – April 11, 2022

Proposed to the Village of Wheeling Board of Trustees – April 18, 2022

**An Intergovernmental Cooperative of
The City of Prospect Heights, Illinois and
The Village of Wheeling, Illinois**

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March 16, 2022

The Citizens of the City of Prospect Heights, its Mayor, and City Council
The Citizens of the Village of Wheeling, its President, and Village Board
The Chairman and Members of the Chicago Executive Airport Board

The Amended and Restated Intergovernmental Agreement, dated December 23, 2013, between the Village of Wheeling and the City of Prospect Heights (hereinafter referred to as “the Municipalities”) acknowledges their responsibility “to operate, manage, maintain, and provide for the local portion of any future development of the Airport out of Airport revenues.” The Chicago Executive Airport Board of Directors (hereinafter referred to as “the Board”) is charged with the fiduciary responsibility of reviewing and recommending an annual budget to the Municipalities for subsequent approval.

Budget Document

Chicago Executive Airport (Airport) has one enterprise fund, the Joint Airport Fund. The budget was prepared using an accrual basis of accounting whereby revenues are recorded in the period in which they are earned and expenditures are recorded in the period in which they are incurred. This basis is the same as our financial statement reporting except for 1. depreciation and amortization are not included in the budget, and 2. capital outlays and the receipt of long-term debt proceeds are not included in operations within the financial statements. While the Sewer Reserve, the Vehicle & Equipment Reserve, the Building & Land Reserve, and the Capital Repair or Demolition sub-funds are presented in the budget as separate funds, they are combined into the Joint Airport Fund for financial reporting purposes. The reserve balance information is notated in the footnotes.

The budget is prepared considering historic costs as well as anticipated costs for the coming fiscal year. The budget is developed using a line-item form for each category that details and describes each revenue and expense item. During the fiscal year, any expense category overages are covered by either contingency amounts or budget surplus amounts in other departmental categories. The Airport Board of Directors and the Municipalities would need to approve any budget adjustment necessary to cover a department or capital budget section that exceeds the approved budgeted amounts. As part of its budgeting process for FY23 the Airport is continuing to use the Capital Improvement Plan (CIP) document. The CIP looks out five years using policies passed by the Board to better plan for all capital expenses and to ensure that sufficient funds are in place. The CIP is updated on a continuous basis and is a living document for planning purposes.

The budget document is divided into six components, **Budget Overview, Revenue Budget, Operating Budget, Non-Operating Budget, Capital Budget, and Supplemental Information**. The Operating Budget is divided into six sub parts: Revenues, Administration & Finance Expenses, Operations & Maintenance Expenses, Interest Income, Other Expense, and Debt Service. This division was done so the Airport can more accurately determine the cost of services in the future.

Executive Summary

Operating income is operating revenues less operating expenses. It does not include the purchase of capital items or the expense of depreciation and amortization. Revenues and expenses are detailed below.

Revenues: FY23 total budgeted revenues are \$6,105,995 a \$988,837 (19.32%) increase from FY22. A Consumer Price Index (CPI) increase of 6.6055% was instituted for most fees. An estimated 3.00% CPI increase was used for budgeting purposes for long term lease revenues. Most long-term leases have a CPI rent adjustment using that individual lease’s anniversary date. The actual CPI percentage increase could be higher or lower.

Expenses: The operating budget is comprised of two departments, Administration & Finance (A&F) and Operations & Maintenance (O&M). Total FY23 budgeted operating expenses for the combined departments are \$4,454,698 a budgeted increase of \$637,973 (16.72%) from FY22.

Interest Income: Budgeted interest income is expected to decrease from \$7,380 to \$2,645, a decrease of \$4,735 (-64.16%). The annual percentage interest rate on the Airport's MaxSafe account is currently around 0.18%. Most of the interest rates on the Airport's accounts decreased this past year. Even with rising interest rates this budget reflects a conservative approach for anticipated future interest returns.

Debt Service: Budgeted debt service expense increased by \$45,331 (8.43%), to \$583,378. The FY23 budget includes a full year of debt service payments for the U.S. Customs facility.

Reserves: The Sewer Reserve fund was established in FY12. The sewer revenues generated on the airfield go directly into the Sewer Reserve sub-fund. These funds are to be used for major sewer projects and sewer repairs. In FY13 the Capital Equipment Reserve Fund (CERF) was established. This fund was renamed in FY20 as the Vehicle and Equipment Reserve Fund (VERF). In FY23 the scheduled VERF transfers total \$300,000. These funds are to be used for large and small vehicle and equipment purchases. The sale proceeds of any vehicles or capital equipment will go into the VERF. In FY16 the Building Reserve Fund was established. In FY20 this fund was renamed to the Building and Land Reserve Fund. The Airport is scheduled to transfer \$500,000 to the Building and Land Reserve in FY23. These funds are to be used for construction of buildings or for land purchases. If the Airport sells any land or buildings, the funds received will go into the Building and Land Reserve Fund. In FY21 the Airport established a Capital Repair or Demolition Fund (CRDF). As Airport buildings and hangars continue to age this fund will be used to either do capital repairs or demolish the building or hangar. The FY22 budget is scheduled to transfer \$147,542 into the CRDF. This amount is 5% of budgeted long-term lease, hangar 5, and hangar 6 revenues.

Capital "A" Projects: The total project costs of all Capital A projects is estimated at \$21,347,778, of which the Airport's budgeted local share is \$1,120,916 with offsetting grant revenue of \$927,389. The construction phase of the Airport's Residential Sound Insulation Program (RSIP) is budgeted for FY23. This is a 90% Federal Aviation Administration (FAA) and 10% local share project. The Airport's local share portion is included with the rest of the Capital A projects. The FY23 budget reflects the construction of Phase 1 and the potential construction for Phase 2 of this project.

Unrestricted Net Assets Available: The Airport Business Plan requires the Airport maintain an unrestricted net asset balance equal to 3 months (25%) of the current year's budgeted operating expenses, which would be \$1,113,675 (\$4,454,698 x 25%).

The Airport's debt covenants require the Airport to maintain a cash balance worth 180 days of budgeted operating expenses. For FY23 that would be \$2,196,837 (\$4,454,698 x 180 / 365).

The operating reserves and the debt covenant are separate from each other and are not a combined total. The Airport's projected beginning balance on May 1, 2022, of \$4,590,924 and projected ending balance of \$3,543,633 on April 30, 2023, are sufficient to cover both these requirements.

Staffing, Compensation, & Benefits

The number of full-time Airport staff in FY23 is budgeted to increase by two Full Time Equivalents (FTE) compared to FY22. The FY23 budget adds one employee to A&F and one employee to O&M. The Airport plans on continuing to hire four maintenance interns and one administration intern during the summer months. Staff counts are expected to be 16.82 FTE's in FY23. Employees that are not at the top of their positional step are eligible for merit increases on their individual annual anniversary review date. Merit increases are not guaranteed. The Executive Director is reviewed by the Board of Directors.

Airport staff will be comprised of one Executive Director, one Director of Economic Development and Strategic Planning, one Director of Finance, one Director of Operations & Maintenance, one Executive Secretary, one Property Manager, one Administrative Assistant, one Maintenance and Operations Supervisor, one Operations Coordinator, six Maintenance Technicians, four Maintenance interns, one seasonal snowplow driver, and one Management Intern. All positions are full time except for the maintenance interns, seasonal snowplow driver, and the management intern. The Executive Director reports directly to the Board. All other position report to the Executive Director.

Employee Benefits consist of health, optional dental, life and disability insurance, retirement plan, service time awards, and the Airport's share of FICA and Medicare taxes. Operations and Maintenance employees are also eligible for a fiscal year annual boot stipend and tool allowance reimbursement.

Detailed Budget Analysis

Revenues

FY23 revenues are budgeted to be \$6,105,995 an increase of \$988,837 from FY22. The Airport has historically used figures from the Bureau of Labor Statistics Table (CPI-U) Chicago-Gary-Kenosha, IL-IN-WI, all items 1982-84=100, CUURA207SA0, for its calculations. In January 2018, the Bureau of Labor Statistics has changed the name of this region's table to Chicago-Naperville-Elgin, IL-IN-WI. The Airport will now be using Bureau of Labor Statistics Table (CPI-U) Chicago-Naperville-Elgin, IL-IN-WI, all items 1982-84=100, CUURS23ASA0 for calculations. All CPI numbers match the data from the previous table CUURA207SA0.

FY23 budgeted long-term lease revenues of \$2,450,843 comprise 40.14% of the total budgeted revenues. Long-term lease revenues are budgeted for a \$279,021 increase from FY22. Like most Airport revenues long-term leases receive an annual CPI increase adjustment. The timing of long-term lease increases varies and are dependent on the language in the long-term leases. The Airport used a CPI adjustment of 3.00% for budgeting purposes. Depending on the lease's anniversary date the CPI percentage can be higher or lower. The FY23 budget has a full twelve months of rent for the new hangar 43 development and seven months of the new parcel xx-b development. Starting in FY 21 hangar 5 and hangar 6 revenues were moved from the long-term lease revenues to its own section to reflect the permits issued to those tenants.

Budgeted FY23 fuel flowage fees of \$1,866,000 comprise 30.56% of budgeted revenues. An increase in the Fuel Flowage rate for FY23 and increased fuel flowage gallons is expected to add approximately \$518,250 to revenue. Fuel flowage is a per gallon fee calculated on the number of gallons of aviation fuel purchased by the Airport's Fixed Based Operators (FBOs) and put into their storage tanks. This variable revenue stream is the Airport's best opportunity to capture revenues from transient aircraft. In FY23 the JetA fuel flowage rate is budgeted to increase to \$0.25 for on airport fuel and \$0.50 for off-airport fuel. The FY23 100LL rate is budgeted for \$0.19 up slightly from the FY21 and FY22 rate of \$0.185 for on airport fuel. Some Airport tenants, usually piston aircraft, fly to other nearby airports to purchase fuel.

As mentioned, hangar 5 and hangar 6 revenues are their own line item in the FY23 budget. The Airport issues permits to tenants for both aircraft and office space. Budgeted hangar 5 and hangar 6 revenues total \$450,000 and comprise 7.37% of the FY23 budget.

T-hangar fees comprise 7.71% of budgeted revenues. Starting in FY20 the Airport started to phase in the standardization of t-hangar square footage rates over four years regardless of location. We are in year four of the phase in. All t-hangar square footage is budgeted to be \$0.525 regardless of location. The Southwest t-hangars are budgeted at a \$0.05 increase per square foot, a 10.43% increase, from FY22, and average \$72 more a month per t-hangar. The Northeast t-hangars are budgeted at a \$0.033 increase per square foot, the CPI of 6.061%, from FY22, and averages \$40 more a month per t-hangar.

Tiedown fees comprise 0.6% of budgeted revenues. The Airport did see an increase in the number of tie-down tenants in FY23. Demand does remain seasonal. Tie-down fees were increased by the CPI of 6.061% and are \$123 a month for a single engine and \$139 a month for a twin engine in FY23.

Short-term lease budgeted revenues have decreased by \$18,582 compared to FY22. They comprise 1.91% of this year's budget revenues.

Permits and Fees are budgeted at \$74,863 and are 1.23% of FY23 budgeted revenues. Airport staff will continue to audit based charter aircraft for commercial operating permit fees this upcoming fiscal year. Permits and Fees were increased by the CPI of 6.061%.

The FY23 budget proposes to keep the U.S. Customs fees structure for base fees and the overtime fee the same as in FY22. U.S. Customs user fees were increased in FY22 and in FY20. The updated fee structure takes into consideration the number of U.S. Customs operations, the updated user fees charged to the Airport by U.S. Customs and Border Protection, and the new U.S. Customs facility operational expenses. FY23 budgeted U.S. Customs fees total \$587,800 and are 9.63% of budgeted revenues.

Operating Budget

The operating budget is departmentalized by function- Administration & Finance (A&F) and Operations & Maintenance (O&M). Expenses for the combined departments is expected to increase \$637,973, or 16.72% compared to FY22.

Administration & Finance Department

FY23 budgeted Administration & Finance expenses are \$2,494,919, which is an increase of \$372,353, or 17.54%, from FY22.

Personnel: The Personnel section's is budgeted to increase by \$170,503 to \$978,253, from FY22's \$807,751. Part of the FY23 budget increase is from adding a new FTE and benefits. Insurance expenses use an estimated 5.0% increase, which occurs in July. Salaries include a 4.0% cost of living adjustment and applicable taxes and benefits.

Services and Supplies: This category is budgeted to increase by \$160,204 from \$809,732 to \$969,936. An estimated 7% increase for the Airport's insurance renewal was used for the FY23 budget. The Airport is updating both its accounting and property management software in FY23. There have also been increases to both conference, trainings, and travel as conference and trainings begin to take place in person again.

Other: This category shows an expense increase of \$41,646, from \$505,084 in FY22 to \$546,730 for FY23. As mentioned, U.S. Customs and Border Protection have changed what they charge all user fee airports. This has increased both the Airport's expense for the base officer fee and overtime invoices. The completion of the U.S. Customs facility also adds utility fees for this facility that the Airport will be paying. As part of an aviation educational initiative, representatives of the Board and representatives from the Municipalities are budgeted to attend the NBAA National Convention in Orlando in FY23. The Airport will be exhibiting at the convention this year. Representatives of the Airport will also be exhibiting and attending the NBAA Dispatcher's conference in FY23.

Operations and Maintenance Department

FY23 budgeted Operations & Maintenance expenses are \$1,959,780, which increased \$265,621, or 15.68%, from FY22.

Personnel: This section is budgeted to increase \$150,987 to \$1,097,141. This reflects the salary and benefits for an increase to nine FTEs from eight FTEs with a 4.0% cost of living adjustment along with increased applicable taxes and benefits. The Airport is also budgeting for a 5.0% increase in health insurance costs, which will change in July.

Services and Supplies: In FY23 this section is budgeted to increase \$114,633 to \$832,640 from \$718,006. The Airport budgeted for increases to aircraft tracking and inspection software. The Airport is planning to have these systems integrated with the new property management and accounting software. Hangar 5 and hangar 6 related maintenance expenses were increased, conferences, and training expenses. Chemicals for winter storm events are expensed when they are used and can vary greatly year to year.

Non-Operating Budget Items

Interest Income

The budget shows a decrease in interest income from \$7,380 to \$2,645. Airport funds are experiencing a significant decrease in interest rates. The Airport is taking a conservative approach to interest income in FY23.

Other Expense

The Airport expects Bank Fees to remain flat in FY23.

Debt Service

The southwest t-hangars debt will be retired in November 2025 and FY23 payments for this debt total \$86,462. The Airport's RSA debt will be retired in May 2030 with FY23 debt payments totaling \$77,347. The Airport's northeast t-hangar debt will be retired in May 2030 with FY23 debt payments totaling \$163,732. Entitlement monies of \$150,000 have not been included in the FY23 budget to reduce the northeast t-hangar debt. These funds have been used towards other projects the past few fiscal years. The Airport continues to pursue these funds to lower its debt obligations. The FY23 budget also includes a full year of interest payments and full year of principal payments for the U.S. Customs facility. Principal does not need to be paid on the U.S. Customs debt service until December 1, 2022. However, the Board may choose to begin paying the principal sooner.

Capital Budget

In FY20 the Airport developed and implemented a Capital Improvement Plan (CIP). The CIP continues into FY23 to help forecast and match projected revenues, transfers, interest, capital sales, and capital needs looking ahead five years on a continuous basis. It is an important management tool that strengthens the linkage between the Airport's infrastructure needs and the financial capacity of the Airport. This plan is a living document and is a useful tool in all budget planning.

The Capital Budget continues to utilize the CIP and the Airport's reserve funds. Outside of the reserve funds the Capital Budget is comprised of four categories of Capital expenditures: Capital Improvements, Capital Construction, Capital Outlay, and Grant Service. In all categories, the expected expense must be more than \$2,000 to be included. Except for Grant Service, the capital items are fully funded internally by the Airport's operating account or the appropriate reserve fund. A Capital Improvement is a cost for an improvement on an already existing asset of the Airport. In contrast, a Capital Outlay is for the purchase of a new asset, except for buildings. Capital Construction is for buildings and major building

improvements. Grant Service projects are only partially funded by the Airport with additional State and/or Federal funds providing the remainder of the funding. Projects in this category are taken directly from the Transportation Improvement Program (TIPs) submitted annually to the Illinois Department of Transportation, Division of Aeronautics (IDOT), for projects eligible for state and federal grant funding. Illinois is one of 10 states that participate in the State Block Grant Program. Under this program, the State assumes responsibility for administering Airport Improvement Program (AIP) grants at general aviation and “other than primary” airports. Each State is responsible for determining which locations will receive funds for ongoing project administration.

This year’s budget includes the following subcategories:

Capital Improvements

Capital Improvements total \$565,000 and consists of \$90,000 for facilities improvements, \$15,000 for fence/gate/landscaping projects, \$260,000 for capital security upgrades, and \$200,000 for pavement repair projects. Capital sewer projects have been moved to utilize the Sewer Reserve sub-fund.

Capital Construction

There are no budgeted capital construction expenses budgeted in FY23.

Capital Outlay

Capital Outlay expenses total \$349,000. Budgeted Office Equipment is \$25,000. The vehicles sub-section, totaling \$36,000, includes potential rehabilitations of Airport snow equipment to extend their useful life. Purchases of Vehicles and large Snow Equipment have been moved to utilize the VERF sub-fund. Shop Equipment totals \$128,000. Capital Outlay- Other of \$160,000 has been allocated for additional projects including the environmental assessment for runway 6/24.

Grant Service

This information has been taken from the 12/18/2021 Final Submittal of the Transportation Improvement Program: Airports FFY2023-2027. Some years ago, Congress reduced federal funding levels for future projects from 95% to 90%. The State of Illinois increased their funding to 5% from 2.5% to make up half of the reduction. This changed the Airport’s funding to 5% instead of the previous 2.5%.

The Airport has budgeted \$1,120,916 for the local share of Airport Improvement and State Grants for the “A” Projects. The Airport is uncertain if any of these projects will be funded by the state and federal government, but they are budgeted as being programmed. The construction resulting from these projects will continue to enhance the safety of this already safe Airport.

Continuing in this year’s Grant “A” budget are Estimated FY23 Revenues. Some, but not all, of the projects require the State to pay the Airport and then the Airport, in turn, pays the contractor, whereas previously the State paid the contractors directly. The Airport will show these payments received as grant revenue. Although the Airport’s final cost should be 5% of the total project cost, some of revenues listed for the projects are short of offsetting 95% of the cost. The Airport cannot be certain that, for each listed project, the revenues will all be received in FY23, so the Airport has reduced our estimated grant revenue budget. Another issue with grant revenue is that the FAA directed the State to implement a 10% funds holdback program as an incentive and encourage timely submittal of project closeout paperwork. The holdback funds are supposed to be released upon finalization of the project, which will delay receipt of the Airport’s reimbursement funds, and most likely will not be received in FY23.

The “B” projects are listed in the budget for informational purposes and are not included in the local share expense numbers. It is unlikely that any of them will be funded during our fiscal year. However, if the FAA

or State of Illinois choose to do a “B” project the Airport will try to accommodate. This may require a budget amendment or a replacement of an “A” project.

Capital “A” projects include the Airport’s residential sound insulation program. This is a result of the Part 150 noise study. The Airport’s total local share for Phase 1 and Phase 2 of the project is \$477,778. The Phase 1 construction will continue in FY23. FY23 is also budgeted for potential Phase 2 construction. The Airport has also been trying to rehabilitate the airfield lighting for some time. This project is for necessary updates to the Airfield Light Control and Monitoring System (ALCMS) and the Air Traffic Control Tower’s lighting control panels. The budgeted local share for this project is \$139,250. At this point modernizing this part of the system is crucial for our electric circuits. Other Capital “A” local shares and projects include \$225,000 for the Master Drain Study, \$144,000 to Reconfigure Taxiway Hot Spot, \$125,000 Northeast quadrant apron and taxiway access, \$104,000 Develop East quadrant general aviation apron, \$89,000 Northeast quadrant parking lot and entrance road, \$60,000 for the south parallel taxiway for runway 12/30, \$8,333 for the environmental assessment for runway 6/24, \$18,000 to rehabilitate the northwest quadrant access road, and \$8,333 to update the Airport’s exhibit A property map.

Master Plan phase II reimbursement funds are the only part of the master plan currently eligible for reimbursement and only by the State of Illinois. Phase II invoices have been submitted to the State for review. For the full Master Plan to be eligible for reimbursement and project shown on the new Airport Layout Plan needs to take place.

Other

Starting with the FY18 Budget, Grant- Non-Primary Entitlement was not listed as expected revenue. Non-primary entitlement funds are specifically for general aviation airports listed in the latest published National Plan of Integrated Airports (NPIAS), that show needed airfield development. General aviation airports with an identified need are eligible to receive annually the lesser value of the following:

- 20% of the 5-year cost of their current NPIAS value or,
- \$150,000

A funding condition of non-primary entitlement is that Congress must appropriate \$3.2 billion or more for non-primary entitlement funds to exist in that fiscal year. There is also new infrastructure entitlement money being allocated for general aviation airports. It has not been made clear how these funds will be disbursed. For FY23, it is uncertain if these funds will be received so they are not included in the budget. Non-Primary entitlements have recently been used to lower the cost of grant projects reducing the Airport’s local share. The Airport can also use Non-Primary Entitlement Funds to pay down the northeast t-hangar note principal to reduce this debt obligation.

Reserve Funds

Sewer Reserve Sub-Fund

A Sewer Reserve sub-fund was established by the Airport Board in FY12 to allow for major sewer projects to be completed for both the sanitary sewer and storm water systems without the issuance of debt. Beginning in FY14, sewer and storm water related revenues were deposited directly into the Sewer Reserve Sub-Fund. This practice continued in subsequent budget years and will do so into the future. FY23 has budgeted \$42,532 in annual fees generated from various sewer fees on the airfield. Utilizing the CIP, the Airport will plan to fix sections of sewer on a continuous basis and the FY23 budget contains \$25,000 for potential sewer expenses.

It is expected the balance in the Sewer Reserve Fund at the end of FY23 will be approximately \$468,525 after income and expenses.

Vehicle and Equipment Replacement Sub-Fund

The CERF was formally established by the Airport Board of Directors in FY13. The CERF was renamed to VERF in FY21. Utilizing the CIP, the Airport plans to replace vehicles and large equipment on a continuous basis. The Airport plans to have sufficient capital equipment reserves in place to cover the future purchase of all small vehicles, large vehicles, equipment, and their attachments. The Airport will use the VERF to purchase a new Airport 17 snowbroom, a new Airport 9, a new Airport 3, two new administration vehicles, two John Deere mower decks, and a new snowblower attachment for Airport 10 totaling \$890,000. This year's budget is projecting a \$300,000 VERF transfer. Sales proceeds of any vehicles or disposed equipment will go back into the VERF with FY23 budgeted sales of \$40,000.

The Capital Equipment Reserve Fund is expected to have a balance of approximately \$324,219 at the end of FY23 after transfers, income, and expenses.

Building Reserve Sub-Fund

The Building Reserve fund was established in FY16. This fund operates like our other sub-funds and allows the Airport to set aside monies for future improvements. This fund will be used for building construction, airport improvements, and land purchases at the Board's discretion. This year's budget is projecting a \$500,000 transfer. The FY23 budget includes \$1,100,000 for a previously approved land purchase. The land purchase was approved in FY22 but the closing date could be in FY23. It has been carried over from the FY22 amended budget. Land purchases are not initially funded through grants, but they can be eligible for later Grant reimbursement if the Airport purchases the land within Federal guidelines. Grant monies received for purchase reimbursement will go back into this fund. Building construction is typically not eligible for Grant reimbursement and is the sole responsibility of the Airport. Certain things like aprons for an aviation building are submitted with TIPs projects and will not use this fund. If buildings or land are sold the funds received will go back into this fund.

The Building Reserve Fund is expected to have a balance of \$1,039,227 at the end of FY23.

Capital Repair or Demolition Reserve Sub-Fund

The Capital Repair or Demolition Fund (CRDF) was created in FY21 using 3% of long-term revenues transferred into the fund. This was increased to 5% in FY22. FY23 continues to grow the CRDF and is budgeted to continue the 5% transfer of long-term revenues, hangar 5 and hangar 6 permit fees. These funds are to prepare for repairs or demolition expenses associated with Airport buildings or hangars.

The Capital Repair or Demolition Fund is expected to have a balance of \$357,613 at the end of FY23.

Operating and Reserve Funds Available

The Airport uses a Joint Airport Fund for its operating activities. Revenues are deposited into this fund and operating expenses are drawn from it.

Projected working capital on April 30, 2022, plus those amounts to be realized during FY23, will fund the budgeted operating and capital expenses, and will allow the Airport to continue to operate as a premier general aviation airport. The Airport's Business Plan requires that the Airport maintain an unrestricted net asset balance equal to 25% of the current year's budgeted operating expenses, which would be \$1,113,675 (\$4,454,698 x 25%), plus sufficient funds to meet the local share requirements of the Grant Service "A" list approved projects for the year of \$1,120,916. The Business Plan also requires that operating expenses not exceed 90% of revenues. With budgeted revenues of \$6,105,995 and total budgeted operating expenses of \$4,454,698 operating expenses are 72.96% of budgeted revenues.

The Airport's debt covenants require the Airport to maintain a cash balance worth 180 days of budgeted operating expenses. For FY23 that would be \$2,196,837 (\$4,454,698 x 180 / 365).

The operating reserves and the debt covenant are separate from each other and are not a combined total. The Airport's projected beginning balance on May 1, 2022, of \$4,590,924 and projected ending balance of \$3,543,633 on April 30, 2022, are sufficient to cover both these requirements.

Debt Obligations

In January 2004, the Airport, through its owning communities, entered a loan arrangement with an area national bank for a loan totaling \$1,237,000 for the purpose of constructing two buildings containing 10 t-hangars each in the southwest quadrant of the Airport. Repayment of the loan began in January 2005 with a 20-year amortization period. The loan interest rate is priced by using the 5-year Treasury rate, adding 3.00% and adjusting the result for our tax-exempt status. It is currently 4.74%. At the end of FY23 the remaining balance will be \$203,068. This debt will be retired in November 2025.

A revenue anticipation note for \$4,700,000 was issued in December 2006 by Northbrook Bank and Trust for the Village of Wheeling, one of the owning communities, to fund a portion of the purchase price of land designated as a runway safety area (RSA) for the Airport. The note was reduced by \$1,500,000 in November 2008 and refinanced in April 2010 for 10 years with a balloon payment upon maturity. This revenue note was amended and modified for an additional 10 years and is scheduled to paid off in May 2030. There is no prepayment penalty. The RSA note property is mostly vacant land. A portion of the property is being rented for truck trailer storage. This currently generates approximately \$30,000 per year to help offset the approximately \$77,347 annual debt service payments. Airport staff are working with the FAA to obtain additional purchase cost reimbursement that would be applied to the outstanding debt.

Also, in April 2010, a construction loan from Northbrook Bank and Trust of \$2,300,000 was negotiated for the construction of six buildings containing 48 t-hangars in the northeast quadrant. This note was interest only until June 1, 2011, when payment of both monthly principal and interest was required. Through staff efforts, interest rate on this note were repriced from 4.17% to 3.25% in May 2015. This revenue note was amended and modified for an additional 10 years and is scheduled to paid off in May 2030. There is no prepayment penalty. FY23 budgeted debt service for this loan is \$163,732.

FY21 finally saw the groundbreaking for the U.S. Customs and Border Protection facility. This is revenue note is construction loan up to \$3,000,000. This loan is interest only until December 1, 2022. However, the Board can choose to begin principal payments sooner. FY23 has budgeted for a full twelve months of principal expense. FY23 budgeted debt service for this loan is \$255,837. This revenue note does contain a balloon payment on November 1, 2030.

Chicago Executive Airport

Total FY23 Budget

	FY22 Est Actual	FY22 Budget	FY23 Budget	FY23 vs FY22 Budget Change
OPERATING BUDGET:				
Revenues	\$ 5,911,210	\$ 5,117,158	\$ 6,105,995	\$ 988,837
Expenses:				
Administration Department	(1,786,751)	(2,122,567)	(2,494,918)	(372,352)
Operations and Maint Dept	(1,409,199)	(1,694,158)	(1,959,780)	(265,622)
Net Operating Expenses	(3,195,950)	(3,816,725)	(4,454,698)	(637,973)
Operating Income:	2,715,260	1,300,433	1,651,297	350,863
Other:				
Other Interest Income	4,613	7,380	2,645	(4,735)
Other Income and Expense	(22,548)	(19,000)	(6,000)	13,000
Debt Service	(325,265)	(538,047)	(583,378)	(45,331)
Total Other	(343,200)	(549,667)	(586,733)	(37,066)
Revenues less Net Expense	2,372,059	750,767	1,064,562	313,797
Transfers to Reserves-Sewer	-	-	-	-
Transfers to Reserves-VERF	(252,227)	(250,000)	(340,700)	(90,700)
Transfers to Reserves-Building & Land	(735,139)	(300,000)	(500,300)	(200,300)
Transfers to Reserves-Facility Repair-Demo	(81,406)	(128,591)	(147,607)	(19,016)
Net	1,303,286	72,176	75,956	3,781
CAPITAL BUDGET:				
Sewer Reserve Fund Projects	-	(25,000)	(25,000)	-
Vehicle & Equipment Fund Projects	-	(776,000)	(890,000)	(114,000)
Building & Land Fund Projects	-	(1,100,000)	(1,100,000)	-
Capital Improvement	(81,088)	(330,750)	(565,000)	(234,250)
Capital Outlay	(32,531)	(97,500)	(189,000)	(91,500)
Capital Construction	(2,005,000)	(3,184,500)	-	3,184,500
Capital A Projects (Local Share)	(540,000)	(753,861)	(1,120,916)	(367,055)
Capital A Projects (RSIP Construction)	-	(4,439,679)	(3,532,841)	906,838
Capital Other	(12,000)	(492,197)	(160,000)	332,197
Total Capital Expenses	(2,670,618)	(11,199,487)	(7,582,757)	3,616,730
Less: Grant Revenue	136,096	938,987	911,669	(27,318)
Less: Grant RSIP Construction	-	4,439,679	3,532,841	(906,838)
Less: Sewer Reserve Funds	210,000	235,000	25,000	(210,000)
Less: VERF Reserve Funds	-	738,000	890,000	152,000
Less: Building & Land Reserve Funds	200,000	400,000	1,100,000	700,000
Less: Facility Repair-Demo Reserve Funds	-	-	-	-
Less: Capital Financing	2,005,000	3,000,000	-	(3,000,000)
Net Capital Budget	(119,522)	(1,447,821)	(1,123,247)	324,574
Funding (from)/to Operating Reserves	1,183,765	(1,375,645)	(1,047,291)	328,354
NET	\$0	\$0	\$0	\$0

Operating Revenues
FY23 Budget
Line Item Detail within Category

	<u>FY23 Budget</u>	<u>Projected FY22 Actual</u>	<u>FY22 Budget</u>	<u>Budget Change</u>
40000.00 Long Term Leases -	\$ 2,450,843	2,302,981	\$ 2,171,822	279,021

Long term revenue is derived from leases with a term of more than one (1) year. These leases are comprised of hangar, building, and ground leases. To the extent possible, lease rents increase annually with their respective anniversary date CPI. Following are the leases presently in effect and proposed to be in effect during FY23. We are using an estimated CPI increase of 3.00% for FY2023. Base FY22 ground lease rate is \$0.736. Base FY23 ground lease rate is budgeted to be \$0.785.

<u>Property</u>	<u>FY23</u>	<u>Projected</u>	<u>FY22</u>
Hangar #8	244,846	235,488	233,087
Hangar #9	386,757	364,111	360,399
Hangar #10	301,477	283,825	280,931
Hangar #13-revenue split	5,900	5,898	5,400
Ground Lease - ACCO	7,994 1	7,994	7,994
Ground Lease - Hangar 15	78,424 2	74,256	73,499
Ground Lease - Hangar 16	41,456 2	39,252	38,852
Ground Lease - Hangar 18	48,537	48,596	48,101
Ground Lease - Hangar 19	149,317 5	71,581	70,851
Ground Lease - Hangar 20	42,558	40,424	40,012
Ground Lease - Fuel Farm	1,606 5	3,110	3,078
Ground Lease - Hangar 40	118,167	130,740	129,407
Ground Lease - Hangar 41	96,398	87,887	86,991
Ground Lease - Hangar 42	104,210	92,900	91,953
Ground Lease - Hangar 43	123,387	119,793	59,896
Ground Lease - Motel Parking Lot	5,000 3	4,000	5,000
Ground Lease - SFS Ramp	84,492	83,915	83,060
Ground Lease - SFS Terminal (24)	204,163	202,770	200,703
Ground Lease - Hawthorne FBO	266,746	251,126	248,566
Ground Lease - Hawthorne CharlieXX-A	75,402	75,049	74,284
Ground Lease - Hawthorne CharlieXX-B	33,584 4	-	-
Ground Lease - Hawthorne Charlie Ramp	49,920	49,766	49,259
Ground Lease - Stery Trucking	30,500	30,500	30,500
	2,500,843		2,221,822
Less: Rent Reserve	(50,000)		(50,000)
	2,450,843	2,302,981	2,171,822

1) CPI increase only done every five years. Adjusted for FY22 next adjustment this fiscal year FY26.

2) Leases on Hangars 15 & 16 were sold to the tenant. The leases above are ground leases only.

3) A new lease on this property began in FY16. Ground Lease was abated until January 2017. This was increased by \$1,000 in January 2022. The next adjustment is in January 2024.

4) Rent payments deferred.

5) Hangar 19 building and fuel farm become one lease on November 1, 2022.

Fuel Flowage Fees

\$ 1,866,000	2,232,147	\$ 1,347,750	518,250
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Fees received from fuel flowage were adjusted for FY23. The estimates are based on the past several years of Fuel Flowage. JetA Fuel Flowage rates are \$0.25 for on Airport fuel and \$0.50 for off Airport fuel.

100LL Fuel Flowage rates increases by \$0.05 to \$0.19 for on Airport fuel. 100LL first increase in 2 years

Fuel flowage is paid based on fuel gallons put into the FBO fuel tanks, not into the aircraft.

40460.01	JetA-On Airport, 6.75 MM gal @ \$.25	1,687,500	2,030,916	1,210,000
40460.03	JetA-Off Airport, 300,000 gal @ \$.50	150,000	201,231	110,000
40460.02	100LL, 150,000 gal @ \$.19	28,500	44,663	27,750

Hangar #5 & #6 Permit Fees

Permit Fees for both Hangar 5 and Hangar 6

40200.00	Hangar #5 & #6	450,000	550,488	400,000
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T-Hangars -

\$ 470,901	494,717	\$ 443,417	27,484
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SW-Bldng 50 fees per month \$6,249, bldng 51 = \$7,692, possible total \$13,941, annual \$167,292.

NE-40 small, 6 medium, and 2 large units; possible monthly fees of \$27,314, annual of \$327,768.

Subtracting a vacancy rate of for SW (\$9,759) and NE (\$14,400).

40200.01	SW T-hangars	157,533	167,477	143,914
40200.02	NE T-hangars	313,368	327,240	299,504

U.S. Customs Service -

\$ 587,800	639,675	\$ 470,400	117,400
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U.S. Customs inspection services - Budgeted at 400 total operations 188 Overtime operations

40550.02	U.S. Customs Base Fees	522,000	551,813	420,000
40700.02	U.S. Customs Overtime Fees	65,800	87,863	50,400
40700.03	U.S. Customs Waste Disposal Fees	-	-	-

40100.00	<u>Short Term Rental -</u>	\$ 116,586	70,697	\$ 135,168	(18,582)
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Hangar #4 & #7 month-to-month rental, adjusted by CPI increases back to the lease start dates.

SFS	-	5,765	13,836	
Hangar #11	67,626	64,932	64,932	
Courtesy Car	-	8,400	10,800	Combin
Jerry's Auto Body	24,000	22,200	21,600	
Suburban Auto Care	24,960	24,300	24,000	

Tie-Downs -

\$ 36,900	46,751	\$ 28,981	7,919
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Area 2 expected permit fees for FY23, Average 25 monthly spots @\$123 = \$36,900

We do not anticipate an increase in the number of tie-down tenants at this time.

40310.02	Area #2	36,900	46,406	27,601
40310.03	Area #3	-	345	1,380

Area #3 used only with permission from Executive Director

Permits/Fees -**\$ 74,863**

62,537

\$ 70,383

4,480

Revenue derived from monthly Commercial Operating Permits (COP).

Air taxi is terminal charge of \$40 per flight, plus monthly COP of \$96.

40470.01	COP 5 @ \$96	5,760	5,400	5,400
40470.01	COP 2 @ \$439	10,536	9,864	9,864
40470.01	COP 22 @ \$192	50,687	39,599	47,519
40470.01	COP 1 @ air taxi (3 months)	3,600	3,945	3,600
40470.02	SFS - 3 Vehicle @\$124, 7 Fuel @\$244	2,080	1,755	1,944
40470.02	Atlantic-1 Vehicle @\$124, 4 Fuel @\$244	1,100	987	1,028
40470.02	Hawthorne-1 Vehicle @\$124, 4 Fuel @\$244	1,100	987	1,028

40007.00 Easement Fees**\$ 32,052**

31,194

\$ 30,677

1,376

Waste Management-stormwater, drainage & detention easement fee, adjusted for CPI increase.

40550.09 Sign Rental**\$ 9,480**

8,880

\$ 8,880

600

Monument sign rental-SFS @ \$395

4,740

4,440

4,440

Monument sign rental-Hawth @ \$395

4,740

4,440

4,440

Other -**\$ 7,070**

5,730

\$ 6,180

890

Revenue from other miscellaneous sources (parking decals, plan fees, flag sales, etc.)

The fuel management fee is for the use of the Airport's vehicle fueling station.

40550.01	Fuel management \$290 mthly	3,720	3,480	3,480
40550.04	Other Miscellaneous (ex: filming)	2,250	500	2,250
40550.05	Waiting List Fees (cancellations)	100	200	100
40550.08	Airfield Access / Parking decals	1,000	1,550	350
40660.00	Insurance Reimbursements	-	-	-

40500.00 Late Charges -**\$ 3,500**

15,901

\$ 3,500

-

Late charges are generally assessed at 10% per month for all T-hangar and most larger tenant leases.

Total Revenues	\$ 6,105,995	\$ 5,911,210	\$ 5,117,158	988,837
% Change from FY22 Budget	19.32%			

Administration Department Budget

Administration Department FY23 Budget Line Item Detail within Category

	<u>FY23 Budget</u>	<u>Projected FY22 Actual</u>	<u>FY22 Budget</u>	<u>Budget Change</u>
Personnel Services				
50400.10 <u>Salaries - Full-time</u>	667,053	501,555	516,000	151,053
Salaries for six department personnel.				
50300.05 <u>Salaries - Part-time</u>	9,000	-	41,850	(32,850)
Salary for one management intern. One employee at \$15.00/hr. for 16 weeks @ 37.5 hours/week.				
50200.05 <u>Overtime -</u>	3,500	3,183	2,950	550
Overtime costs as required for three non-exempt employees of department.				
<u>Service Awards/Recognition</u>	13,860	10,910	12,753	1,107
50700.10 Airport Appreciation Functions	7,000	6,652	7,000	
50700.10 Appreciation lunches - Staff in-house	400	988	400	
50700.15 Other-flowers, plaques, retirement	1,500	587	1,000	
50700.17 Staff recog (\$30 gift cert x 2, 6 emp)	960	682	960	
50700.17 Incentive program	3,000	1,500	2,143	
50700.20 Service Awards	1,000	500	1,250	
Pay for 1 employee with greater than ten (10) years of service at \$500 and two employees with greater then five (5) years of service at \$250.				
<u>Payroll taxes -</u>	53,950	39,944	45,284	8,666
Payroll taxes as follows:				
50500.05 FICA, 6.20%, Medicare 1.45%	52,215	38,816	42,984	
50500.15 Unemployment, 2022 Rate 2.0%	1,735	1,128	2,300	
<u>Insurance -</u>	146,015	98,596	115,143	30,872
Premiums for employee insurance, provided by the Airport through the Village of Wheeling. Budgeting a 5.0% insurance increase; renewal date is July 1st.				
50100.03 Dental	-	-	-	
50100.05 Disability (6)	7,429	5,176	6,143	
50100.15 Health (6)	138,586	93,420	109,000	
<u>Retirement Contribution -</u>	31,175	20,724	24,250	6,925
Full time employee Retirement Contributions @ 4.5% of pay.				
50600.05 Employer Contributions	30,175	19,724	23,250	
50600.15 Annual fees (\$250/qtr.)	1,000	1,000	1,000	

Administration Department Budget

	<u>Training -</u>	<u>4,500</u>	<u>73</u>	<u>4,121</u>	<u>379</u>
50800.10	Training-Other	1,500	73	1,121	
50800.11	Education reimbursement	3,000	-	3,000	
50400.05	<u>Board/Community Reimb</u>	<u>49,200</u>	<u>28,667</u>	<u>45,400</u>	<u>3,800</u>
	Stipends for six Airport Board of Directors at \$500 each for 12 meetings. The Chairman receives \$600 per meeting for 12 meetings. Each community receives \$3,000 per year for admin costs.				
50400.05	Community Reimbursement	6,000	6,000	10,000	
50400.05	Board stipends	43,200	22,667	35,400	
Total Personnel Services		978,253	703,651	807,751	170,503

SERVICES AND SUPPLIES

	<u>Airport Meetings</u>	<u>16,500</u>	<u>16,282</u>	<u>14,500</u>	<u>2,000</u>
	Provisions and costs incurred for in-house, BOD meetings, and staff purposes.				
	One community joint meeting tentatively scheduled for the fall.				
54060.15	Airport Meetings	10,500	10,187	10,500	
52120.20	Joint Meetings (dinner)	6,000	6,095	4,000	
	<u>Audit Services -</u>	<u>23,703</u>	<u>16,823</u>	<u>19,637</u>	<u>4,066</u>
52060.05	Cost to perform the annual audit	18,203	16,209	15,407	
52060.05	Single audit cost (if necessary)	5,000	-	3,500	
52060.10	GFOA annual financial report award applica	500	613	730	
52090.05	<u>Building Repairs -</u>	<u>3,000</u>	<u>9,069</u>	<u>3,000</u>	<u>-</u>
	Cost for minor repairs or modifications of the administration office.				
	<u>Computer & Software</u>	<u>141,818</u>	<u>35,908</u>	<u>72,299</u>	<u>69,519</u>
54050.01	Computer Hardware & Supplies	1,000	-	1,000	
54420.05	Computer Software & maint	52,697	9,791	42,199	
54420.05	Property & Accounting software and implementation, Zoom, Dropbox	57,168	-		
52210.05	Office network maintenance	20,600	17,797	20,600	
	Backup service and monthly managed IT		-		
52540.05	Web hosting/internet service- Office	8,500	8,320	8,500	
52540.06	Internet service- Hangar 11	1,853	-	-	

Administration Department Budget

<u>Conf and Meeting Registration</u>		28,155	5,869	13,865	14,290
Registration fees for conferences, seminars, and lunch meetings.					
52120.05	AAAE-Conf	1,600	1,020	765	
52120.05	AAAE-Ops Conf-Rosemont	900	600	450	
52120.05	AAAE-GA Conf	1,650	-	635	
52120.05	AAAE-Land & Economic Development	1,800	2,180	900	
52120.05	AAAE-Finance Conf	1,355	740	775	
52120.05	AAAE Finance ACE Program	1,800	-	1,790	
52120.05	AAAE GL Annual	1,500	-	500	
52120.06	ACI Conference	2,500	-	-	
52120.15	IGFOA Conf	400	-	400	
52120.15	GFOA Conf	-	-	-	
52120.16	CABAA Meetings-monthly	1,200	267	1,000	
52120.17	IL Aviation Conf-	450	-	450	
52120.18	Conference Registration- Other	7,500	133	2,000	
52120.19	IPAA Fall Conf (Galena)	1,500	573	1,200	
52120.25	Meetings & Business Lunches	4,000	356	3,000	
<u>Consultants -</u>		62,580	60,820	62,580	-
52510.08	Storm water consultant	12,580	6,933	12,580	
52540.20	Consultants - special projects	50,000	53,887	50,000	
Stormwater Pollution Prevention Plan compliance monitoring					
Review of all Primary Guiding Documents, update CEA's Business Plan, and various projects					
52180.10	<u>Engineering Services -</u>	85,000	82,664	80,000	5,000
Costs for professional engineering services rendered by an outside engineer.					
54090.05	<u>Equipment</u>	5,000	2,323	5,000	-
Administrative equipment and furniture purchased that cost less than \$2,000, individually.					
New desk and conference room phone.					
<u>Equipment Rental and Maint</u>		5,800	5,460	5,563	237
Office equipment rental and maintenance cost-meter rent.					
Konica-Machine lease and copy charges					
52210.20	Other repairs	500	-	500	
52210.25	Copier (includes use charges)	5,300	5,284	5,063	
54150.05	<u>Fuel -</u>	1,000	72	1,000	-
Unleaded fuel cost for three department vehicles.					

Administration Department Budget

<u>Insurance -</u>		<u>160,670</u>	<u>124,408</u>	<u>141,986</u>	<u>18,684</u>
The environmental policy renewed Dec 1, 2020 for a 3 year term. All other policies run Dec 1 through Nov 30th. Gallagher Aviation is the Airport's insurance broker, whose fixed fee contract runs through Dec 2022.					
52300.05	Commercial Automobile	9,000	8,097	9,693	
52300.09	Broker fee	8,000	6,849	7,948	
52300.10	Commercial Crime	2,300	1,919	2,222	
52300.15	Airport Liability (incl. excess liability)	29,000	22,152	25,250	
52300.20	Commercial Property	77,000	56,444	63,840	
52300.25	Public Officials Liability	19,200	14,668	16,714	
52300.26	Environmental	15,720	13,973	15,719	
52300.30	Worker's Comp	450	305	600	
56200.05	<u>Lease Development -</u>	<u>70,000</u>	<u>20,940</u>	<u>60,000</u>	<u>10,000</u>
Expenses incurred for new leases, i.e. survey, site selection, legal including reimbursable items.					
52360.05	<u>Legal Services -</u>	<u>60,000</u>	<u>28,799</u>	<u>60,000</u>	<u>-</u>
Costs for the professional legal services provided by outside counsel.					
<u>Membership Dues -</u>		<u>15,810</u>	<u>6,720</u>	<u>7,385</u>	<u>8,425</u>
Department employee and Airport membership dues as follows:					
52450.04	Dues- Other	2,750	67	600	
52450.05	AAAE (3) @\$275	825	1,100	550	
52450.07	AAAE Great Lakes Chapter (1)	35	93	35	
52450.36	CABAA	300	267	300	
52450.17	Chamber of Commerce	2,000	333	2,000	
52450.20	GFOA (1)	200	213	200	
52450.21	IGFOA (1)	300	333	300	
52450.30	IPAA (1)	1,500	2,000	1,500	
52450.27	NATA/IATA	1,350	1,800	1,350	
52450.35	NBAA	550	513	550	
52450.37	AAAE Federal Affairs	6,000	8,000	-	
<u>Office Maintenance -</u>		<u>22,109</u>	<u>22,107</u>	<u>18,180</u>	<u>3,930</u>
Cost for routine office janitorial service.					
52480.10	Janitorial serv and supplies	10,909	10,613	10,909	
52480.11	RSIP Office Janitorial service	5,500	5,476	5,400	
52480.12	H5-H6 Janitorial service	3,600	3,791	-	
52480.15	Rug runners	1,000	961	750	
52480.20	Insect/Rodent control	1,100	1,265	1,120	

Administration Department Budget

<u>Other Services -</u>		25,598	27,012	25,302	296
Costs for other services not specifically listed any other categories.					
52420.15	Preemployment Physicals and drug, hearing, visual testings	350	-	350	
52510.02	Records disposal and storage	100	-	100	
52510.05	Credit crd, GovDeal, bckgrnd ck fees	1,200	696	1,200	
52510.06	Casualty loss deductibles, 1 @\$5,000	5,000	-	5,000	
52510.09	Contracted Labor - Office Temp	-	-	-	
52510.10	Payroll service - Paychex	5,100	5,041	4,500	
52510.11	Employee Hiring Exp	350	9,643	350	
52510.12	Office Security-Sentry	500	73	834	
52510.13	RSIP Office Alarm	748	636	748	
52720.20	Fire Alarm-Office & Shop	5,000	4,720	5,000	
52510.15	Appraisals	6,000	4,667	6,000	
52540.23	Satellite programming	1,250	1,536	1,220	
<u>Postage -</u>		1,700	1,268	1,700	-
Cost for letter, parcel delivery, overnight delivery, and newsletter mailings.					
<u>Printing -</u>		3,400	1,327	2,500	900
52630.05	Aerial photography	1,900	1,327	1,000	
52630.15	Duplication/enlarging/binding	1,500	-	1,500	
<u>Public Notices -</u>		2,000	2,213	1,500	500
Publication costs for public notices, bid documents, personnel ads, etc.					
<u>Subscriptions -</u>		1,062	1,202	2,250	(1,188)
Periodicals subscribed to by department personnel as follows: Crain's, Daily Herald and Misc. books and maps.					
54450.40	Subscriptions-misc (Crain's)	-	252	300	
54450.40	Subscriptions-misc (Daily Herald)	-	-	1,000	
54450.40	Subscriptions-misc (Flight Aware)	950	950	950	
54450.40	Subscriptions-misc (Journal & Topics)	112	112	-	
<u>Supplies -</u>		5,000	3,676	5,000	-
Purchase of stationary and office, computer, and copier supplies.					
<u>Telephone/Data</u>		9,910	10,249	9,460	450
52720.05	Cellular-Verizon (3)	2,700	2,557	2,300	
52720.10	Local, long distance, fax	5,160	5,691	5,160	
52720.11	RSIP Office Phone-Internet	2,050	2,001	2,000	

Administration Department Budget

Travel Expenses

35,025
5,559
21,375
13,650

Travel costs commercial transportation, \$500; ground transportation, \$50/day; hotel, \$175/night; and max meals per diem \$65, per travel policy, associated with attendance at conferences for department employees.

52750.05	AAAE-Conf	3,600	-	3,120
52750.05	AAAE-Ops Conf-Rosemont	75	100	75
52750.05	AAAE-GA Conf	3,000	-	-
52750.05	AAAE-Land & Economic Development	3,000	2,933	1,100
52750.05	AAAE-Finance Conf	1,500	1,733	1,100
52750.05	AAAE Finance ACE Program	1,800	-	1,650
52750.07	IPAA Conf-Fall (Galena) (3)	1,500	299	1,300
52750.09	IL Aviation Conf (3)	1,000	-	850
52750.10	IGFOA Conference	950	-	580
52750.11	Other - Various destinations	12,000	493	5,000
52750.11	Other - NBAA Dispatch Conference	6,600	-	6,600

Utilities

183,595
159,448
174,650
8,945

Monthly electric, natural gas, and water cost as follows:

Electricity:

52150.02	141378911, Gate 31	250	173	250
52150.03	141595480, Runway Lights	-	-	-
52150.04	141458406, Hgr 4 rd, blast fence	1,500	784	1,500
52150.05	141595499, Maint/Admin. Office	5,000	4,955	5,000
52150.08	115131215, Gate #27	500	280	500
52150.11	141437116 Hangar 7- 4demoed	5,500	3,387	5,500
52150.12	Viewing Area electric	900	513	2,400
52150.13	Hangars 5 & 6 electric	20,000	13,855	24,000
52150.15	141599876, 12 REIL Lts, Blast Fence	500	460	400
52150.17	141650725-Tiedown Gate	425	331	480
52150.20	141195850, Electric Vault	40,000	38,745	35,000
52150.24	4143198028 Hangar 11	-	-	-
52150.22	140401329, Hangar #50	2,100	2,009	850
52150.23	140401326, Hangar #51	2,500	2,349	1,500
52150.28	140291821 Beacon	-	-	-
52150.31	NE T-Hangars #52 (lounge) 1018	3,300	3,283	3,000
52150.32	NE T-Hangars #53 (lights) 1016	1,500	1,272	1,500
52150.33	NE T-Hangars #54 (bath) 1014	2,700	2,651	2,500
52150.34	NE T-Hangars #55 (lights) 1012	1,500	1,285	1,500
52150.35	NE T-Hangars #56 (bath) 1010	2,500	2,345	2,000
52150.36	NE T-Hangars #57 (lights) 1008	1,500	1,080	1,800
52150.16	Elec-Taxiway Q pole light (flat rate)	250	-	250
52150.37	RSIP Office Electric	4,000	3,612	3,000
52150.38	201 Industrial Electric	-	-	-

Administration Department Budget

Gas:

52150.26	3722672, Generator	1,400	1,620	1,400
52150.27	4478900 Hangar 4&7	3,500	1,276	3,500
52150.50	2584479, Maintenance	7,000	6,639	4,000
52150.55	3326641, Admin. Office	2,000	1,835	1,400
52150.56	2870325 Hangar 11	-	-	-
52150.51	RSIP Office Gas	4,500	4,205	2,700
52150.52	201 Industrial Gas	-	-	-
52150.57	Hangar 6 gas	550	536	500
52150.58	Hangar 5 gas	30,000	27,471	30,000

Water:

52150.60	Water-Maint./Admin. Office (1020)	7,920	6,519	7,920
52150.61	Water-Entry Sign Area	6,600	5,648	6,600
52150.62	Water-SW T-Hangar 50 & 51	2,700	2,553	2,700
52150.63	Water-NE T-Hangar 52 (1018)	6,600	5,648	6,600
52150.64	Water-NE T-Hangar 54 (1014)	6,600	5,648	6,600
52150.65	Water-NE T-Hangar 56 (1010)	6,600	5,648	6,600
52150.66	RSIP Office Water	600	489	600
52150.67	201 Industrial Water	600	344	600

Vehicle Maintenance -

1,500

72

1,000

500

Vehicle maintenance service costs for two (4) administrative vehicles.

54510.02	New Admin Vehicle	250	-	-
54510.03	New Admin Vehicle	250	-	-
54510.06	Airport #2, 2020 Ford Escape	250	72	250
54510.07	Airport #7, 2017 Ford Transit Van	750	-	750

Total Services and Supplies

969,936

650,289

809,732

160,204

OTHER

NBAA Convention -

42,600

28,451

34,600

8,000

Village Officials, CEA Board members, and/or staff attending the NBAA Convention in Orlando.

56300.15	Exhibitor fee	8,000	7,975	500
56300.16	Exhibit expenses	8,000	3,626	7,500
56300.21	Exhibit storage fees	-	-	-
56300.16	Exhibit shipping	600	-	600
56300.19	Travel Exp-staff-public relations	7,000	5,100	7,000
56300.20	Travel Exp-CEA board members	14,000	8,750	14,000
56300.22	Travel-Communities	5,000	3,000	5,000

Administration Department Budget

	<u>Public Relations/Marketing</u>	<u>115,930</u>	<u>89,832</u>	<u>114,130</u>	<u>1,800</u>
52405.05	Marketing specialists	61,800	47,031	60,000	
	Includes Marketing Consultant Services				
52405.10	Projects, videos, photos	5,000	3,371	5,000	
54255.05	Promo material-	10,000	8,332	5,500	
	Materials include various promotional items				
54255.22	Promo clothing	6,000	5,785	3,000	
54255.20	Special events	8,500	10,531	8,500	
	FY23 Special events: 5K Run-the-Runway + evening event				
54255.26	July 4th parade float	800	275	800	
54255.27	Chamber events & golf	3,400	800	3,400	
54255.28	CABAA events & sponsorship	7,000	5,899	7,000	
54270.05	Sponsorship- Scholarship Asst Fund	1,000	1,000	1,000	
54270.05	Other-community events	7,500	2,369	15,000	
	Other also includes Collings Foundation, Taste of the Town, official airport golf sponsorships, breakfasts, and misc community events.		-		
54255.60	NBAA Dispatch Conf - (exhibit)	4,930	4,440	4,930	
			-		

	<u>U.S. Customs Service</u>	<u>358,200</u>	<u>314,527</u>	<u>326,354</u>	<u>31,846</u>
	Operating costs to provide inspection service to CEA users.				
	The service cost is the total cost of providing an agent, which is calculated annually and billed to us quarterly.				
	We receive the annual connectivity fee invoice in November, the telecom number is an estimate.				
56550.01	U.S. Customs service cost	195,000	186,540	181,000	
56550.02	U.S. Customs overtime charges	70,000	69,207	58,500	
56550.03	Telecom (USCS network, cellphone)	30,000	32,355	21,334	
56550.06	Other forms, supplies & services	1,500	1,785	1,200	
56550.07	Collection fees	29,400	13,885	29,400	
56550.08	Facilities costs- Office Rent	-	10,755	6,000	
56550.10	U.S. Customs-Electric	6,000	3,180	6,000	
56550.11	U.S. Customs-Gas	6,000	-	5,700	
56550.12	U.S. Customs-Water	2,700	2,416	2,700	
56550.13	U.S. Customs-Refuse Serv	5,000	459	1,920	
56550.14	U.S. Customs-Janitorial Serv	12,600	1,333	12,600	
56600.01	<u>Contingencies -</u>	<u>30,000</u>	<u>0</u>	<u>30,000</u>	<u>-</u>
	Account for unanticipated and underestimated department expenditures.				

Total Other	546,730	432,811	505,084	41,646
Total Administration	2,494,919	1,786,751	2,122,567	372,353
% Change from FY22 Budget	17.54%			

Operations and Maintenance Department Budget

Operations & Maintenance Department

FY23 Budget

Line Item Detail Within Category

	<u>FY23 Budget</u>	<u>Projected FY22 Actual</u>	<u>FY22 Budget</u>	<u>Budget Change</u>
Personnel Services				
60400.10 <u>Salaries - Full-time</u>	\$ 612,683	522,427	\$ 516,255	96,428
Salaries for nine department personnel.				
60300.05 <u>Salaries - Seasonal</u>	\$ 27,000	37,044	\$ 24,100	2,900
Four summer positions, 12 weeks for 37.5 hours/week at \$12.00/hour = \$21,600. One seasonal plow driver at \$15.00/hour				
60200.05 <u>Overtime</u>	\$ 89,025	80,000	\$ 81,100	7,925
Overtime costs as required, mainly for snow removal. Approx seventeen hundred hours are budgeted at a 1½ hourly rate of \$52.37.				
<u>Service Awards/Acknowledgment</u>	\$ 5,690	4,917	\$ 6,137	(447)
Recognition of services provided by nine employees, 2 times per year @ \$30/gift cert.				
60700.17 Staff Recognition	1,440	1,000	1,280	
60700.17 Incentive program	3,000	2,667	2,857	
60700.20 Service Awards	1,250	1,250	2,000	
Pay for 1 employee with 10-14 years of service at \$500, and 3 with 5-9 years of service at \$250.				
<u>Payroll taxes -</u>	\$ 59,148	48,524	\$ 51,106	8,042
60500.05 FICA, 6.20%, Medicare, 1.45%	56,438	46,597	47,911	
60500.15 Unemployment, 2022 Rate 2.0%	2,710	1,927	3,195	
<u>Insurance -</u>	\$ 246,208	209,931	\$ 217,765	28,443
Premiums for employee insurance, provided by the Airport through the Village of Wheeling. Budgeting a 5.0% insurance increase; renewal date is July 1st.				
60100.03 Dental	-	-	-	
60100.05 Disability (9)	9,748	7,524	8,405	
60100.15 Health (9)	236,460	202,407	209,360	
60600.05 <u>Retirement Contribution -</u>	\$ 31,577	24,305	\$ 26,880	4,697
Full time employee Retirement Contributions @ 4.5% of pay.				

Operations and Maintenance Department Budget

Training -		\$ 8,210	1,292	\$ 8,210	-
SAE certifications, Harper certifications. ANTN web based training from AAAE.					
60800.08	Training	5,440	177	2,440	
60800.09	ANTN training system	1,270	1,115	1,270	
60800.07	Disaster drill	1,500	-	1,500	
60800.11	Education reimbursement	-	-	3,000	

Uniforms -		\$ 17,600	14,904	\$ 14,600	3,000
Full uniform cleaning and replacement for 7 full-time employees & 4 seasonal employees.					
Pants for 2 full-time employees plus \$120 boot allowance per full-time employee.					
60900.03	Safety Equip	1,100	1,080	1,100	
60900.05	Uniforms (safety shoes, gloves, caps)	15,000	12,091	12,000	
60900.10	Uniforms part-time	1,500	1,733	1,500	

Total Personnel Services		\$ 1,097,141	\$ 943,343	\$ 946,153	\$ 150,987
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SERVICES AND SUPPLIES

Building Repairs and Supplies -		\$ 72,000	59,917	\$ 66,000	6,000
62090.04	Painting- Building Hangar exteriors	5,000	-	14,000	
62090.05	General Hangar Repairs	20,000	3,269	25,000	
62090.06	Hangar 5 & 6 Repair-Supplies	35,000	49,777	15,000	
62090.07	NE T-Hangar Repair-Supplies	7,000	1,352	7,000	
62090.08	SW T-Hangar Repair-Supplies	5,000	5,519	5,000	

Cost for the repair and supplies of Airport buildings and hangars.

Conf and Meeting Registration		\$ 12,000	1,833	\$ 10,670	1,330
Registration fees for conferences, seminars, and lunch meetings.					
62120.17	IL Aviation Conf (May) 1	-	-	-	
62120.18	Conference-Training Other	7,000	-	6,200	

Includes Oshkosh snow truck maintenance training for 3 staff members

Signs, Lights Conf Atlanta

62120.30	AAAE conference & training	5,000	1,833	4,470	
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2 employees ACE Lighting class

Ops Conf- Rosemont for 2 staff members

AAAE Advanced ASOS

AAAE CM

Equipment/Tools -		\$ 122,186	14,752	\$ 27,705	94,481
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Equipment purchased that cost less than \$2,000, individually.

62210.05	Equipment maintenance cost.	8,000	7,552	7,000	
64090.05	Communication equipment	6,500	-	6,500	
64090.10	Shop equipment	9,705	7,200	9,705	

Additional non-capital shop equipment

64420.05	Operations & Maintenance Software	97,981	-	4,500	
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New Airport Operations Inspection Software & aircraft tracking software plus implementation.

Operations and Maintenance Department Budget

62240.05	<u>Equipment Rental -</u>	<u>\$ 10,000</u>	<u>313</u>	<u>\$ 1,500</u>	<u>8,500</u>
	Temporary replacement of non-operative equipment, special equipment and tools.				
62270.05	<u>Fence/Gate Supplies & Maint</u>	<u>\$ 8,000</u>	<u>7,013</u>	<u>\$ 7,000</u>	<u>1,000</u>
	Fencing and gate supplies purchased for repairs by department personnel.				
	<u>Fuel -</u>	<u>\$ 65,000</u>	<u>40,807</u>	<u>\$ 65,000</u>	<u>-</u>
64150.05	Diesel	50,000	32,536	50,000	
64150.10	Unleaded gasoline	15,000	8,271	15,000	
	<u>Insurance -</u>	<u>\$ 62,926</u>	<u>46,711</u>	<u>\$ 64,926</u>	<u>(2,000)</u>
	Department vehicle and workers compensation insurance.				
	Gallagher Aviation is the Airport's insurance broker, whose fixed fee contract runs through Dec 2022.				
62300.05	Vehicles	19,526	18,667	19,526	
62300.30	Workers compensation	40,000	25,797	42,000	
62300.09	Broker fee	3,400	2,247	3,400	
	<u>Landscaping Service & Supplies</u>	<u>\$ 47,500</u>	<u>31,171</u>	<u>\$ 52,500</u>	<u>(5,000)</u>
	Application of growth inhibitor, tree trimming and perimeter landscape services. Purchase of flowers, fertilizer, grass seed, holiday decorations.				
62330.05	Growth inhibitor, weed control	3,000	1,333	3,000	
62330.07	Landscaping-Other	500	-	500	
62330.10	Tree trimming/removal	16,000	10,400	16,000	
62330.11	Perimeter landscaping services	25,000	18,447	30,000	
64210.05	Landscaping materials	3,000	991	3,000	
64240.05	<u>Lighting Service & Supplies</u>	<u>\$ 35,000</u>	<u>37,908</u>	<u>\$ 35,000</u>	<u>-</u>
	Maintenance of and supplies for the Airport lighting system (runways, taxiways & street lights).				
	<u>Membership Dues -</u>	<u>\$ 550</u>	<u>550</u>	<u>\$ 550</u>	<u>-</u>
	Membership dues for Operations Coordinator positions.				
62450.05	AAAE (2)	550	550	550	
	<u>Other -</u>	<u>\$ 3,250</u>	<u>1,501</u>	<u>\$ 3,250</u>	<u>-</u>
	Costs not defined by another account plus US flags, windsocks, construction safety flags, hotel for snow events.				
64270.10	Other-	1,750	852	1,750	
64270.05	Staff meals during snowplowing	1,500	649	1,500	

Operations and Maintenance Department Budget

<u>Other Services -</u>		<u>\$ 13,835</u>	16,524	<u>\$ 12,835</u>	<u>1,000</u>
Costs for other contractual services not specifically listed in this category.					
62420.15	Medical Exams plus annual hearing and vision exams.	1,000	183	1,000	
62510.05	Other-Permits, stormwater, MWRD	1,500	769	1,500	
62510.11	Employee Hiring Fees	125	91	125	
62540.05	Vehicle Towing-tenants	150	133	150	
62540.21	Other-Backflow Inspections (7)	2,000	1,709	2,000	
Hgr 50 (315) Hgr 51 (500) TH 52 (300) TH 54 (150) TH56 (150) sprinkler (185) admin (175)					
62540.22	Fuel Tank inspection - repairs	6,000	12,612	5,000	
62540.25	Monitor-Light Vault (\$250/qtr ADT)	1,060	1,027	1,060	
62540.31	Snow plowing & hauling	2,000	-	2,000	
62570.10	<u>Pavement Marking -</u>	<u>\$ 60,000</u>	45,021	<u>\$ 60,000</u>	<u>-</u>
Annual pavement marking costs-FY23					
<u>Materials -</u>		<u>\$ 88,850</u>	45,300	<u>\$ 93,850</u>	<u>(5,000)</u>
Materials used for Airport operations are as follows:					
64330.05	Asphalt	1,500	-	1,500	
64330.10	E36 - liquid runway/taxiway deicer	40,000	26,667	45,000	
64330.11	NAAC - solid runway deicer	20,000	6,667	20,000	
64330.12	New Deal Deicer	20,000	6,667	20,000	
IL EPA requires we do not use Urea. NAAC & New Deal are approved substitute deicers.					
64330.15	Salt	3,000	500	3,000	
64330.20	Stone	250	-	250	
64330.25	Propane	1,900	2,133	1,900	
64330.27	Urea-solid runway deicer	-	-	-	
EPA requires us to use NAAC, a more expensive product, going forward rather than Urea.					
64330.30	Welding	2,200	2,667	2,200	
<u>Sewer Maintenance & Supplies</u>		<u>\$ 2,000</u>	-	<u>\$ 2,000</u>	<u>-</u>
64360.00	Rodding, pipe, and supplies for minor repairs.				
<u>Signage Supplies</u>		<u>\$ 7,000</u>	4,880	<u>\$ 7,000</u>	<u>-</u>
64390.05	Safety, information, airfield guidance signs and replacement of damaged signs.				
<u>Supplies-Misc.</u>		<u>\$ 24,000</u>	13,772	<u>\$ 28,000</u>	<u>(4,000)</u>
64480.05	Aircraft tiedown	400	-	400	
64480.10	Environmental spill control	1,500	-	1,500	
64480.15	Shop supplies	13,000	6,616	13,000	
64480.16	Paint supplies	6,000	5,624	6,000	
64480.20	Visual aids-taxiway markers-cones	3,100	1,532	3,100	
64480.30	Hangar Supplies (fire ext, locks, s)	-	-	4,000	

Operations and Maintenance Department Budget

Telephone		\$ 10,500	10,111	\$ 9,900	600
62720.05	Cellular-Verizon (9 + 2 iPads)	7,100	6,761	6,500	
62720.10	Telephone (TDS)	3,400	3,349	3,400	
Travel Expenses		\$ 8,520	199	\$ 4,620	3,900
62750.04	Travel costs commercial transportation, \$500; ground transportation, \$50/day; hotel, \$175/night; and max meals per diem \$65, per travel policy, associated with attendance at conferences for department employees.				
	Various Travel	5,000	199	1,100	
	Signs, Lights Conf Atlanta, GA	2,420	-	2,420	
	Oshkosh Equip Training- Oshkosh, WI	1,100	-	1,100	
Waste Removal -		\$ 14,250	10,924	\$ 14,250	-
	Waste removal costs for Airport debris, used oil, and solvents.				
62810.05	Debris from airfield	10,000	9,568	10,000	
62810.10	Oil & Other Removal	4,000	1,356	4,000	
62810.15	Waste Removal-Regulatory (solvent)	250	-	250	
Wildlife Control -		\$ 28,000	26,357	\$ 28,000	-
64480.25	Wild Goose Chase bird control contract, bird bangers, misc supplies. New pyro gun.				
			26,357		
Vehicle Maintenance -		\$ 137,273	50,292	\$ 123,450	13,823
64510.05	General supplies	10,000	7,768	10,000	
	Includes grease, oil, hydraulic fittings, filters etc...				
64510.01	Airport #1, 2019 Ford Interceptor	1,340	143	1,300	
64510.03	Airport #3, 2011 Ford F250 Pickup	1,660	1,328	900	
64510.04	Airport #4, 2005 Ford Expedition-sold	-	-	1,200	
64510.07	Airport #5, 2020 Ford F450	900	56	900	
64510.06	Airport #6, 2013 Ford F250 Pickup	1,100	156	900	
64510.08	Airport #8, 2021 Ford Pickup	250	603	1,000	
64510.09	Airport #9, 2015 Ford F350 Pickup w/b	2,650	1,284	2,150	
64510.10	Airport #10, 2008 Bobcat	2,700	1,565	2,700	
64510.11	Airport #11, 1990 Snow blower	4,500	267	4,500	
64510.12	Airport #12, Plow with Spreader	2,500	784	2,500	
64510.13	Airport #35, 2004 Yale forklift	500	-	500	
64510.14	Airport #14, Plow with Sprayer	2,500	4,787	2,500	
64510.15	Airport #13, Case Front-end Loader	750	196	750	
64510.16	Airport #16, JCB backhoe w/loader	2,500	-	2,500	
64510.17	Airport #17, 1997 Oshkosh Broom*	18,000	1,197	18,000	
64510.18	Airport #18, 2003 Oshkosh Broom*	26,600	6,417	18,000	
64510.19	Airport #19, 2007 Oshkosh Broom*	27,500	7,939	27,500	
64510.20	Airport #20, 2017 Oshkosh Broom*	17,000	10,311	17,000	
64510.21	Airport #21, New Holland Tractor	1,500	1,421	1,500	

Operations and Maintenance Department Budget

64510.22	Airport #22, Deere mower	4,336	1,119	2,000
64510.23	Airport #31, Deere mower was #23	4,336	2,589	2,000
64510.25	Airport #25 Deere Tractor Mower	1,500	349	1,500
64510.33	Airport #33, 2016 Ford Dump Truck	1,000	13	750
64510.36	Airport #36, Tenant sweeper-sold	-	-	250
64510.28	Bobcat Mowers	500	-	500
64510.29	Airport#15, 2021 MB Snowblower	1,000	-	-
64510.40	Terrain King mower	150	-	150

* Includes wafers and spacer rings for broom cores.

Total Services and Supplies	\$ 832,640	\$ 465,856	\$ 718,006	\$ 114,633
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Other

66600.01	Contingencies -	\$ 30,000	-	\$ 30,000	-
Account for unanticipated and underestimated department expenditures.					

Total Operations	\$ 1,959,780	\$ 1,409,199	\$ 1,694,159	\$ 265,621
% Change from FY22 Budget	15.68%			

Other Income and Expenses

FY23 Budget

	<u>FY23 Budget</u>	<u>Projected FY22 Actual</u>	<u>FY22 Budget</u>	<u>Budget Change</u>
Interest Income (Operating funds)				
90100.01 <u>Checking Account Interest</u>	\$ 2,300	2,313	7,000	(4,700)
The Airport receives an interest rate of about 0.13% depending on our balance.				
90100.03 <u>Illinois Funds Interest</u>	\$ 30	20	150	(120)
Account was necessary for the deposits of Illinois grants. Earns money market rate with no fees.				
90100.04 <u>Money Market Interest</u>	\$ -	1,965	200	(200)
Account at Fifth Third Bank. Closing account and moving funds.				
90100.06 <u>IMET Interest</u>	\$ 15	15	30	(15)
Illinois Metropolitan Investment Pool. Enhanced money market rate.				
90100.09 <u>Inland Bank Interest</u>	\$ 300	300	-	300
Inland Bank. Business money market account.				
Total Interest Income	\$ 2,645	\$ 4,613	\$ 7,380	\$ (5,035)
% Change from FY22 Budget	-64.16%			

Other Income and Expenses

91050.03 <u>Bank Fees</u>	\$ 7,000	40,461	20,000	(13,000)
Fees to maintain the Northbrook checking account and First Midwest loan account.				
93000.10 <u>Gain or Loss of sale of fixed asset</u>	\$ (1,000)	12,971	(1,000)	-
Misc. income, expenses, plus gain/loss on sale of assets.				
Total Other Expense / (Income)	\$ 6,000	\$ 53,432	\$ 19,000	\$ (13,000)
% Change from FY22 Budget	-68.42%			

Debt Service

<u>Loan/Note Interest</u>		<u>\$ 145,816</u>	<u>86,169</u>	<u>159,502</u>	<u>(13,686)</u>
Interest on three bank loans/notes.					
91000.03	First Midwest Bank-SW T-Hgrs	11,562	18,863	15,023	
91000.04	Northbrook Bk #1-NE T-Hgrs	30,619	40,044	34,679	
91000.05	Northbrook Bk #3-RSA Land	14,464	18,917	18,300	
91000.06	Northbrook Bk #4-US Customs building	89,170	8,346	91,500	

<u>Loan/Note Principal</u>		<u>\$ 437,562</u>	<u>239,096</u>	<u>378,545</u>	<u>59,017</u>
Principal on four bank loans/notes.					
91010.03	First Midwest Bank-SW T-Hgrs *	74,900	67,599	71,438	
91010.04	Northbrook Bk #1-NE T-Hgrs +	133,113	116,474	133,113	
91010.05	Northbrook Bk #3-RSA Land ^	62,883	55,023	62,883	
91010.06	Northbrook Bk #4-US Customs**	166,667	-	111,111	

* Fixed monthly payment-principal and interest varies.

+ Fixed monthly principal payments of \$11,157

^ Fixed monthly principal payments of \$5,351.34

** Estimated as Fixed monthly principal over 15 years

<u>Total Principal and Interest</u>		<u>\$ 583,378</u>	<u>\$ 325,265</u>	<u>\$ 538,047</u>	<u>45,330.79</u>
First Midwest Bank-SW T-Hgrs		86,462	86,462	86,461	
Northbrook Bk #1-NE T-Hgrs		163,732	156,518	167,792	
Northbrook Bk #3-RSA Land		77,347	73,940	81,183	
Northbrook Bk #4-US Customs building		255,837	8,346	202,611	

<u>Loan/Note Balances as of:</u>		<u>4/30/2021</u>	<u>4/30/2022</u>	<u>4/30/2023</u>	<u>Maturity</u>
		<u>\$ 4,953,601</u>	<u>\$ 4,679,266</u>	<u>\$ 4,408,371</u>	
First Midwest Bank*-SW T-Hgrs		\$ 349,405	\$ 277,967	\$ 203,068	Nov 2025
Northbrook Bk #1-NE T-Hgrs		1,204,918	1,064,905	931,792	May 2030
Northbrook Bk #3-RSA Land		565,944	503,062	440,179	May 2030
Northbrook Bk #4-US Customs building		2,833,333	2,833,333	2,833,333	Nov 2030

*Formerly Popular Community Bank

Total Debt Service	\$ 583,378	\$ 325,265	\$ 538,047	\$ 45,331
% Change from FY22 Budget	8.43%			

Sewer Reserve Fund

FY23 Budget

Line Item Detail within Category

		FY23 Budget	Projected FY22 Actual	FY22 Budget	Budget Change
Revenues:					
80100.01	<u>Sewer/Stormwater Annual Fees</u>	\$ 42,332	25,548	\$ 43,552	(1,220)
	Fees for annual sanitary maintenance or stormwater assessment fees. Most rates are subject to an annual CPI increase. Square Foot rates vary by service type and location on the Airport.				
	Hangar 4-sanitary sewer maint fee*	-	-	-	
	Hangar 7-stormwater sewer maint fee*	-	400	-	
	Hangar 11-sanitary sewer maint fee*	400	400	400	
	Hangar 16-sanitary sewer maint fee	515	477	491	
	Hangar 16-stormwater fee	318	295	303	
	Hangar 18-annual stormwater fee*	1,342	1,342	1,342	
	Hangar 18-sanitary sewer maint fee*	447	447	447	
	Hangar 19-sanitary sewer maint fee	707	646	673	
	Hangar 19-stormwater fee	694	634	661	
	Hangar 20-annual stormwater fee	1,293	1,188	1,231	
	Hangar 20-sanitary sewer maint fee	433	398	413	
	Hawthorne FBO-annual stormwater fee	7,948	7,259	7,570	
	Hawthorne FBO-sanitary sewer fee	2,636	2,407	2,510	
	Hawthorne Charlie Pad-storm fee	1,170	-	1,115	
	Hawthorne Charlie Pad-sanitary fee	256	-	244	
	Motel - annual sanitary sewer maint fee	2,322	2,121	2,212	
	Motel - annual storm sewer maint fee**	1,946	1,777	1,853	
	WM-200 Sumac-san sewer maint	322	298	307	
	WM-various Sumac-san sewer maint	2,666	2,457	2,539	
	WM Stormwater maintenance	-	-	-	
	94th Aero Squadron site - storm sewer	-	3,003	3,131	
	Atlantic Sanitary	4,235	-	4,033	
	Atlantic Stormwater	12,681	-	12,077	
	* No CPI Increase				
	** Includes storm sewer from rented parking parcel				
80100.02	<u>Sewer/Storm One-Time Fees</u>	\$ -	-	89,531	(89,530.87)
	Fees for one-time connection or stormwater assessment fees. All the rates are subject to an annual CPI increase. Square Foot rates vary by service type and location on the Airport.				
	Hangar 43- Stormwater	-	-	67,005	
	Hangar 43- Sanitary	-	-	22,526	
80100.30	<u>Interest</u>	\$ 200	188	\$ 900	(700)
	Interest earned				
Total revenue		\$ 42,532	\$ 25,736	\$ 133,983	\$ (91,451)
Capital Outlay:					
82000.01		\$ 25,000	-	\$ 25,000	-
	Sewer Repairs	\$ 25,000	-	25,000	
	US Customs Building Sewer Install	\$ -	-	-	
Total expenses:		\$ 25,000	\$ -	\$ 25,000	\$ -
Net Income:		\$ 17,532	\$ 25,736	\$ 108,983	\$ (91,451)

Sewer Reserve Fund Projections through FY27					
Balance of Reserves:	Starting Balances	Revenues	Interest	Expense	Ending Balances
FY22 Projected:	\$ 345,854	\$ 129,951	\$ 188	\$ (25,000)	\$ 450,993
FY23 Projected:	\$ 450,993	\$ 42,332	\$ 200	\$ (25,000)	\$ 468,525
FY24 Projected:	\$ 468,525	\$ 42,733	\$ 250	\$ (25,000)	\$ 486,509
FY25 Projected:	\$ 486,509	\$ 92,359	\$ 250	\$ (25,000)	\$ 554,118
FY26 Projected:	\$ 554,118	\$ 43,548	\$ 250	\$ (25,000)	\$ 572,916
FY27 Projected:	\$ 572,916	\$ 43,962	\$ 250	\$ (25,000)	\$ 592,128

Vehicle and Equipment Reserve Fund (VERF)

FY23 Budget

This fund was established in FY13 to provide money for the future purchase of vehicles and equipment. In FY20 this fund was renamed to the vehicle and equipment reserve fund.

		<u>FY23 Budget</u>	<u>Projected FY22 Actual</u>	<u>FY22 Budget</u>	<u>Budget Change</u>
Revenues:					
85100.02	Sale of Vehicle or Equipment	\$ 40,000	\$ 1,500	\$ 51,500	(11,500)
	Old Vehicle sales	40,000	1,500	51,500	
85100.01	Transfers In:	\$ 300,000	250,000	\$ 250,000	50,000
	Annual Transfer	300,000		250,000	
85100.30	Interest	\$ 700	727	\$ 2,100	(1,400)
	Interest earned				
Total revenue		\$ 340,700	\$ 252,227	\$ 303,600	\$ 37,100

Capital Outlay:					
85100.50		\$ 890,000	774,000	\$ 776,000	114,000
	Admin Vehicle	60,000			
	Admin Vehicle	60,000			
	Airport 3 2011 Replacement	45,000			
	Airport 9 2013 Replacement	50,000			
	Airport 8 2003 Replacement	-	46,000	46,000	
	Airport 17 Snow Broom	650,000	-	-	
	Airport 22 Mower Deck	7,500	-	-	
	Airport 31 Mower Deck	7,500	-	-	
	Airport 11 Snowblower	-	728,000	730,000	
	Bobcat attchement blower	10,000	-	-	
Total expenses:		890,000	774,000	776,000	114,000
Net Income:		\$ (549,300)	\$ (521,773)	\$ (472,400)	

VERF Fund Balance Projections through FY27							
Balance of Reserves:	Starting Balances	Transfer	Interest	Expense	Vehicle Sales	Ending Balances	
FY22 Projected:	\$ 1,396,792	\$ 250,000	\$ 727	\$ (774,000)	\$ -	\$ 873,519	
FY23 Projected:	\$ 873,519	\$ 300,000	\$ 700	\$ (890,000)	\$ 40,000	\$ 324,219	
FY24 Projected:	\$ 324,219	\$ 300,000	\$ 500	\$ (370,000)	\$ 3,000	\$ 257,719	
FY25 Projected:	\$ 257,719	\$ 300,000	\$ 500	\$ (325,000)	\$ 25,000	\$ 258,219	
FY26 Projected:	\$ 258,219	\$ 300,000	\$ 250	\$ (45,000)	\$ -	\$ 513,469	
FY27 Projected:	\$ 513,469	\$ 300,000	\$ 500	\$ (650,000)	\$ -	\$ 163,969	

Building and Land Reserve Fund

FY23 Budget

This fund, established in FY16, is to provide funds for the future construction of airport improvements; including new administration and maintenance buildings, facility improvements, and land purchases.

		<u>FY23 Budget</u>	<u>Projected FY22 Actual</u>	<u>FY22 Budget</u>	<u>Budget Change</u>
Revenues:					
85100.01	Transfers In:	\$ 500,000	734,644	\$ 300,000	200,000
	Transfer In	500,000	734,644	300,000	
	Transfer Out	-		-	
85100.30	Interest	\$ 300	495	\$ 1,300	(1,000)
	Interest earned on money market funds				

Total revenue	\$ 500,300	\$ 735,139	\$ 301,300	\$ 199,000
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Capital Outlay:

	\$ 1,100,000	-	\$ 1,100,000	-
Future Undesignated Capital Expense	1,100,000	-	1,100,000	

Total expenses:	\$ 1,100,000	-	1,100,000.00	-
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Net Income:	\$ (599,700)	\$ 735,139	\$ (798,700)	
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Building & Land Fund Balance Projections through FY27							
Balance of Reserves:	Starting Balances	Transfer In	Transfer Out	Interest	Expense	Fund Sales	Ending Balances
FY22 Projected:	\$ 903,788	\$ 734,644	\$ -	\$ 495	\$ -	\$ -	\$ 1,638,927
FY23 Projected:	\$ 1,638,927	\$ 500,000	\$ -	\$ 300	\$ (1,100,000)	\$ -	\$ 1,039,227
FY24 Projected:	\$ 1,039,227	\$ 500,000	\$ -	\$ 500	\$ -	\$ -	\$ 1,539,727
FY25 Projected:	\$ 1,539,727	\$ 500,000	\$ -	\$ 500	\$ -	\$ -	\$ 2,040,227
FY26 Projected:	\$ 2,040,227	\$ 500,000	\$ -	\$ 500	\$ -	\$ -	\$ 2,540,727
FY27 Projected:	\$ 2,540,727	\$ 500,000	\$ -	\$ 500	\$ -	\$ -	\$ 3,041,227

Capital Repair or Demolition Reserve Fund
FY23 Budget

This fund was created in FY21. This fund will be used for capital repairs or demolition to airport hangars and buildings depending on their condition and capital repair needs.

		<u>FY23 Budget</u>	<u>Projected FY22 Actual</u>	<u>FY22 Budget</u>	<u>Budget Change</u>
Revenues:					
85100.01	Transfers In:	\$ 147,542	81,350	\$ 128,591	18,951
	Transfer In	\$ 147,542			
	Transfer Out	\$ -			
85100.30	Interest	\$ 65	56	\$ 25	40
	Interest earned on money market funds				
Total revenue		\$ 147,607	\$ 81,406	\$ 128,616	\$ 18,991
Capital Expense:					
		\$ -	-	-	-
	Expense	\$ -			
Total expenses:		\$ -	-	-	-
Net Income:		\$ 147,607	\$ 81,406	\$ 128,616	\$ 18,991

Facility Capital Repair and Demolition Reserve Fund Balance Projections through FY27						
Balance of Reserves:	Starting Balances	Transfer In	Transfer Out	Interest	Expense	Ending Balances
FY22 Projected:	\$ 81,359	\$ 128,591	\$ -	\$ 56	\$ -	\$ 210,006
FY23 Projected:	\$ 210,006	\$ 147,542	\$ -	\$ 65	\$ -	\$ 357,613
FY24 Projected:	\$ 357,613	\$ 149,018	\$ -	\$ 70	\$ -	\$ 506,701
FY25 Projected:	\$ 506,701	\$ 150,508	\$ -	\$ 70	\$ -	\$ 657,279
FY26 Projected:	\$ 657,279	\$ 152,013	\$ -	\$ 70	\$ -	\$ 809,361
FY27 Projected:	\$ 809,361	\$ 153,533	\$ -	\$ 75	\$ -	\$ 962,969

Capital Summary

Does not include Sub Reserve Funds

	FY23	Projected	FY22
	Budget	Actual	Budget
Revenue			
Grant-GA Entitlement (applied to NE T loan)	-	-	-
Grant-US Customs Apron-Taxiway	-	-	-
Grant-Residential Insulation Phase 1	(474,766)		(213,111)
Grant-RSIP Construction Phase 1	(1,532,841)		(1,817,457)
Grant-Residential Insulation Phase 2	(180,000)		(180,000)
Grant-RSIP Construction Phase 2	(2,000,000)		(2,000,000)
Grant-NW Quadrant Access Road	(3,240)		(1,620)
Grant-Rehab Airfield Lighting - Phase 1	(62,663)		(62,663)
Grant-Master Drainage Study	-		-
Grant-Update Exhibit A Property Map	(1,000)		-
Grant-Rehab Runway 12/30	(15,000)	(77,767)	(15,000)
Grant-Overlay East Access Road (Tower Rd.)	-	(58,330)	-
Grant-Airport Master Plan (Phase 2)	(175,000)		(175,000)
Grant-Airport Master Plan (Phase 3)	-		-
Grant-Lima Project (Taxiway Bypass)	-	-	-
Grant-Part 150 NEM Update - Phase 1	-		-
Grant-Expand East Quadrant GA Apron Design	-	-	-
Grant-Property RSA Acq-Montessori School	-		-
U.S. Customs Facility Capital Financing	-		(1,250,000)
Total	(4,444,510)	(136,096)	(5,714,850)
Capital Improvements			
Building replacement/repair	90,000	2,000,000	1,350,000
Fence/Gate repair	15,000	5,000	10,750
Security	260,000	-	130,000
Pavement & Sewer Repair	200,000	81,088	200,000
Total	565,000	2,086,088	1,690,750
Capital Outlay			
Office Equipment	25,000	6,629	25,000
Vehicles	36,000	12,000	36,000
Shop Equipment	128,000	13,902	25,000
Future Undesignated	160,000	-	520,000
Total	349,000	32,531	606,000
"A" Projects			
Residential Sound Insulation Program- Phase 1	1,532,841	525,000	100,000
Residential Sound Insulation Program- Phase 2	2,200,000	-	1,817,457
Rehab Airfield Lighting-Phase 1	139,250	-	8,333
Master Drainage Study	225,000	-	18,000
Update To Exhibit A Property Map	8,333	-	139,250
Environmental Assessment Runway 6/24	8,333	-	225,000
Rehab NW Quadrant Access Road-State-Local	18,000	-	-
Develop East Quadrant GA Apron-construction/loca	104,000	-	-
Hot Spot- Reconfigure Taxiways Phase 1	144,000	-	-
South Parallel Taxiway Rwy 12/30 Phase 1	60,000	-	-
NE Quadrant Apron and Taxiway Access	125,000	-	-
NE Quadrant Auto Parking Lot & Entrance Road	89,000	-	-
Rehabilitate Runway 12/30-Project Completed Rein	-	15,000	-
Total	4,653,757	540,000	2,308,040
Other			
Debt Service-from GA entitlement grant	-	-	-
Total	-	-	-
Total	1,123,247	2,522,522	(1,110,061)

Capital Projects-Internally Funded
FY23 Budget
Line Item Detail within Category

		<u>FY23 Budget</u>	
CAPITAL IMPROVEMENTS			
Non-Reserve Funds			
72000.01	<u>Facilities</u>	<u>\$ 90,000</u>	
	Capital Improvements budgeted for Airport facilities are as follows:		
	Misc. building repairs		60,000
	H5 & H6 Capital Expense		30,000
 72100.01	 <u>Fencing, Gates, Landscaping -</u>	 <u>\$ 15,000</u>	
	Repair/improvement of fencing and gates.		15,000
	Southwest T-Hangars man gate		-
 72100.01	 <u>Security Improvements -</u>	 <u>\$ 260,000</u>	
	Upgrades to airfield security		260,000
 72200.01	 <u>Pavement Repairs</u>	 <u>\$ 200,000</u>	
	Pavement replacement, crack sealing and sewer repair.		
	Airfield pavement (200,000)		200,000
 72200.01	 <u>Sewer Repairs</u>	 <u>\$ -</u>	
	Sewer Repairs Listed on Sewer Reserve Fund		-
Total Capital Improvements		\$ 565,000	565,000

CAPITAL CONSTRUCTION

73000.02	<u>US Customs Building</u>	\$ -	
	US Customs Demo Hangar 4 Modifications Hangar 7		-
	US Customs Facility construction		-
	US Customs Facility parking lot-watermain		-
	US Customs Facility apron-taxiway		-
Total Capital Construction		\$ -	

CAPITAL OUTLAY

74000.01	<u>Office Equipment -</u>	<u>\$ 25,000</u>	
	New Employee workstations- Server is no longer included as we transition to a cloud based server.		25,000
74100.01	<u>Vehicles- Capital Repairs Purchases are now from VERF</u>	<u>\$ 36,000</u>	
	Airport 12-14-17-18-19-20 or Snow Equipment Rehab		18,000
	Airport 12-14-17-18-19-20 or Snow Equipment Rehab		18,000
74200.01	<u>Shop Equipment</u>	<u>\$ 128,000</u>	
	Scissor Lift		50,000
	Loader with backhoe-used		60,000
	Walk behind paint sprayer		8,000
	Salt Bin Structure		5,000
	Undetermined Capital Shop Equipment		5,000
74300.01	<u>Capital Outlay- Other</u>	<u>\$ 160,000</u>	
	Capital allocated for future capital expenditures.		-
	Environmental Assessment for 6/24		160,000
Total Capital Outlay		\$ 349,000	349,000
Grand Total-Internally Funded		\$ 914,000	914,000

**"A" Projects
FY23 Budget**

Grant Service

The "A" and "B" projects listed are taken directly from the IL Dept of Transportation, Division of Aeronautics, Transportation Improvement Program: Airports FFY2023-2027, Final Submittal 12/18/2021. The Airport Board of Resolution 21-050 was passed by BOD on December 15, 2021.

Federal Fiscal Year (FFY) runs from October 1, 2022 to September 30, 2023.

	Est FY23 Revenue	Local Share	Total Project Cost
<u>Environmental Assessment Runway 6/24</u>	-	8,333	160,000
Environmental Assessment for Runway 6/24 Closure. Federal 90%, State 5%, Local 5%.			
<u>Rehab NW Quadrant Access Road-State-Local</u>	3,240	18,000	180,000
Rehabilitate road for Atlantic Drive at NW quad hangars Current funding program is federal 0%, state 90%, and local 10%.			
<u>Develop East Quadrant GA Apron-construction/local share (est)</u>	18,720	104,000	1,040,000
Expand Airport East Quadrant General Aviation Aircraft Parking Apron. Current funding program is federal 0%, state 90%, and local 10%.			
<u>Hot Spot- Reconfigure Taxiways Phase 1</u>	15,000	144,000	2,880,000
Remove hot spot location 1 on east side of Airport Current funding program is Federal 90%, State 5%, Local 5%.			
<u>South Parallel Taxiway Rwy 12/30 Phase 1</u>	5,000	60,000	1,200,000
South Parallel Taxiway Rwy 12/30 Phase 1 Current funding program is Federal 90%, State 5%, Local 5%.			
<u>NE Quadrant Apron and Taxiway Access</u>	2,000	125,000	2,500,000
Construct Northeast Quadrant Apron and Taxiway Access for New Tie Down Area Current funding program is Federal 90%, State 5%, Local 5%.			
<u>NE Quadrant Auto Parking Lot & Entrance Road</u>	-	89,000	890,000
Construct NE Quadrant Auto Parking Lot & Entrance Road Current funding program is Federal 90%, State 5%, Local 5%.			
<u>Rehabilitate Runway 12/30-Project Completed Reimbursement Only</u>	15,000	-	2,300,000
This is the rehabilitation of the runway surface as it continues to deteriorate and includes airfield lighting. Current funding program is Federal 90%, State 5%, Local 5%.			
Subtotal Airport Development	58,960	548,333	11,150,000

	Est FY23 Revenue	Local Share	Total Project Cost
<u>Part 150 NCP Imp. / Residential Soundproofing- Phase 1</u>	<u>474,766</u>	<u>(0.00)</u>	<u>2,777,778</u>
Residential soundproofing per noise study. Current funding program is Federal 90% & Local 10%			
<u>Part 150 NCP Imp. / Residential Soundproofing- Phase 2</u>	<u>180,000</u>	<u>200,000</u>	<u>2,000,000</u>
Residential soundproofing per noise study. Current funding program is Federal 90% & Local 10%			
<u>Rehab Airfield Lighting-Phase 1</u>	<u>62,663</u>	<u>139,250</u>	<u>2,500,000</u>
Install Airfield Light Control and Monitoring System (ALCMS) and replace Air Traffic Control Tower Control Panel.			
<u>Master Drainage Study</u>	<u>-</u>	<u>225,000</u>	<u>450,000</u>
Study the Airport's current stormwater drainage systems. Possible Federal funding. Currently budgeted State 50% Local 50%			
<u>Update To Exhibit A Property Map</u>	<u>1,000</u>	<u>8,333</u>	<u>180,000</u>
Update To Exhibit A Property Map. Scope to be determined with FAA SOP 3.0 for exhibit "A" Current funding program is Federal 90%, State 5%, Local 5%.			
<u>Airport Master Plan (Phase 2)</u>	<u>150,000</u>	<u>-</u>	<u>350,000</u>
Secondary project work on the Master Plan update. This amount is for reimbursement of CMT expenses. IDOT Division of Aeronautics agreed to reimburse 50%. Current funding program is Federal 50% & Local 50%			
	Est FY23 Revenue	Local Share	Total Project Cost
Total Grant Service "A" projects	927,389	1,120,916	21,347,778

Residential Sound Insulation Program Construction Phases

	Potential FY23 Reimbursed Construction Revenue	Potential FY23 Reimbursable Construction Costs	Potential FY23 Total Airport Expense
<u>Part 150 NCP Imp. / Residential Soundproofing- Phase 1</u>	<u>1,532,841</u>	<u>1,532,841</u>	<u>-</u>
Residential soundproofing per noise study. Current funding program is Federal 90% & Local 10%			
<u>Part 150 NCP Imp. / Residential Soundproofing- Phase 2</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>-</u>
Residential soundproofing per noise study. Current funding program is Federal 90% & Local 10%			
	Potential FY23 Reimbursed Construction Revenue	Potential FY23 Reimbursable Construction Costs	Potential FY23 Total Airport Expense
Total RSIP Construction Expenses	3,532,841	3,532,841	-

"B" Projects

FY23 Budget

The following grant-supported projects, while important to the development of the Airport, are not expected to be funded during the fiscal year due to the funding level being provided by the FAA & IDOT for other projects carrying higher funding priorities. There is a high probability these amounts will not be required, so they are not included in our FY23 grant budget funding requirements.

	Local Share	Total Project Cost
<u>Widen Runway 12/30</u>	<u>197,500</u>	<u>3,950,000</u>
Widen runway 12/30 to 100'.		
Current funding program is Federal 90%, State 5%, Local 5%.		
<u>Acquire Avigation Easements-Phase 3</u>	<u>100,000</u>	<u>2,000,000</u>
Acquire Avigation Easements-All Runway Approach Zones-phase 3.		
Total cost and local share for this project is \$2,000,000 and \$100,000.		
Current funding program is federal 90%, state 5%, local 5%.		
<u>EA for Land Acquisition</u>	<u>25,000</u>	<u>500,000</u>
Environmental Assessment for Land Acquisition per ALP/Master Plan.		
Total cost and local share for this project is \$500,000 and \$25,000.		
Current funding program is federal 90%, state 5%, local 5%.		
<u>Expand East Quadrant GA Apron-design</u>	<u>62,500</u>	<u>62,500</u>
CMT contract to design the development of the East Quad GA Apron.		
Approved on resolution 12-045. Final local share is estimated to be \$3,125 if Federally funded.		
<u>East Quad Apron-Phase 3</u>	<u>128,500</u>	<u>2,570,000</u>
Construct east quadrant GA apron-phase 3		
Current funding program is federal 90%, state 5%, local 5%.		
Total cost and local share for this project is \$2,570,000 and \$128,500.		
<u>Develop East Quad GA Apron-construction phase services (est)</u>	<u>15,800</u>	<u>79,000</u>
Construction oversight for the East Quad Apron development by CMT.		
No Board resolution yet. Final local share is estimated to be \$3,950 after reimbursement from the State.		
<u>RSA Study (per FAA) & Land Reimburs. Rwy 34 End</u>	<u>25,000</u>	<u>500,000</u>
RSA Study & Reimbursement for the acquisition a Portion of Runway 34 End RSA - Clearing and Fencing		
No Board resolution yet.		
<u>Remove Runway 6/24 -Taxiway geometry changes</u>	<u>114,000</u>	<u>2,280,000</u>
Remove Runway 6/24 -Taxiway geometry changes		
No Board resolution yet.		
Current funding program is federal 90%, state 5%, local 5%.		

	<u>Local Share</u>	<u>Total Project Cost</u>
<u>Construct Wildlife Perimeter Fence</u>	<u>31,500</u>	<u>630,000</u>
Install Airport Perimeter Security/Wildlife 10' Fencing South side of crick only Current funding program is federal 90%, state 5%, local 5%.		
<u>Develop NW Quad GA Apron-Phase 1</u>	<u>312,500</u>	<u>1,250,000</u>
Sitework for northwest quad GA apron (phase 1) . Total cost and local share is \$1,250,000 and \$312,500, respectively. Current funding program is federal 0%, state 75%, local 25%.		
<u>SW Quadrant Apron</u>	<u>137,500</u>	<u>550,000</u>
SW quadrant apron construction. Current funding program is federal 0%, state 75%, local 25%. Total cost and local share for this project is \$550,000 and \$137,500.		
<u>SE Quad Apron-Phase 1</u>	<u>125,000</u>	<u>2,500,000</u>
Reconstruct and develop of southeast quadrant apron including EA reimbursement. Alternative financing option. Current funding program is federal 90%, state 5%, local 5%. Total cost and local share for this project is \$2,233,643 and \$1,116,409.		
Total Grant Service "B" projects-not included in proposed budget	\$ 1,274,800	\$ 16,871,500

Unrestricted Net Position (Reserves) Available:

	<u>Operating</u>	<u>Building & Land Reserve</u>	<u>(VERF) Capital Reserve</u>	<u>Sewer Reserve</u>	<u>Repair or Demo Reserve</u>	<u>Total</u>
Projected Starting Cash Balances @ 4/30/22	4,590,924	1,638,927	873,519	450,993	210,006	7,764,369
FY23 Budget:						
Revenue Budget	6,105,995		40,000	42,332	-	6,188,327
Operating Expenses*	(4,454,698)				-	(4,454,698)
Other Income & Expense	(3,355)	300	700	200	65	(2,090)
Debt Service	(583,378)				-	(583,378)
Transfer to VERF	(340,700)		300,000			(40,700)
Transfer to Building & Land Reserve	(500,300)	500,000				(300)
Transfer to Capital Repair-Demo Fund	(147,607)				147,542	(65)
Sewer Reserve Fund Projects	-			(25,000)		(25,000)
Vehicle & Equipment Fund Projects	-		(890,000)			(890,000)
Building & Land Fund Projects	-	-	-			-
Capital Improve (Facilities/Paving)	(565,000)	-		-		(565,000)
Capital Outlay (Vehicles/Equip/Land)	(189,000)	(1,100,000)				(1,289,000)
Capital Construction	(3,532,841)					(3,532,841)
Grant Service "A" Projects	(1,120,916)					(1,120,916)
Capital Outlay Other	(160,000)					(160,000)
Grant revenue & Capital Financing	4,444,510					4,444,510
Capital Other						-
Projected results for FY23	(1,047,291)	(599,700)	(549,300)	17,532	147,607	(2,031,152)
Projected Running Balances @ 4/30/23	3,543,633	1,039,227	324,219	468,525	357,613	5,733,218

Airport Business Plan and Debt Covenant Requirements are separate from each other

Airport Business Plan operating reserves:

Less 3 month operating reserves* (1,113,675)
Over/(short) 2,429,959

* FY23 budgeted operating expenses times 25% as required by the Airport's business plan.

Airport Debt Covenant reserves^ (2,196,837)
Over/(short) 1,346,796

^ Operating expenses x 180 days / 365 days

LOCATION MAPS
FOR POTENTIAL
CAPITAL PROJECTS

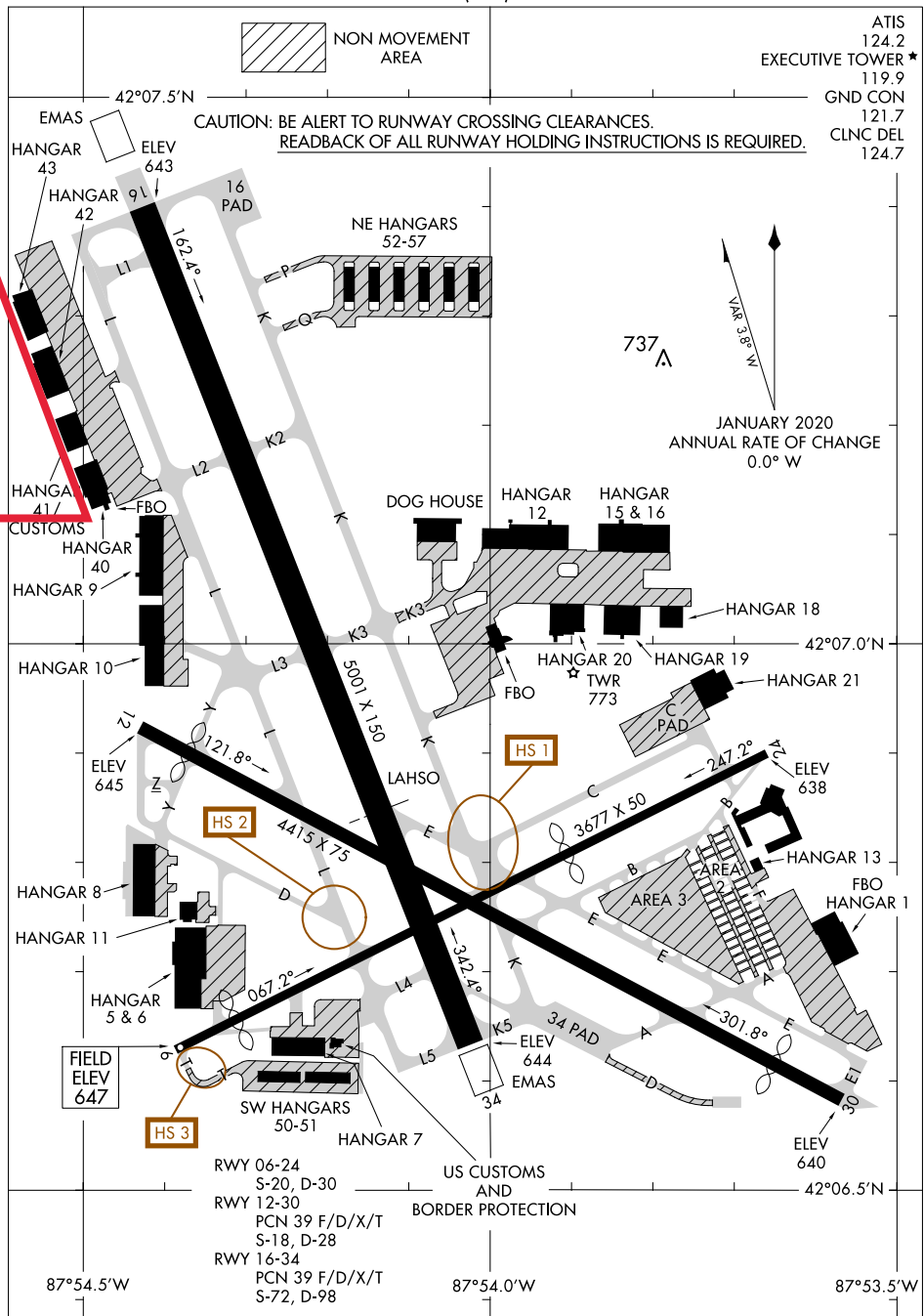
Rehab NW Quadrant Access Road

21280

AIRPORT DIAGRAM

AL-5028 (FAA)

CHICAGO EXEC (PWK)
CHICAGO/PROSPECT HEIGHTS/WHEELING, ILLINOIS



AIRPORT DIAGRAM

21280

CHICAGO/PROSPECT HEIGHTS/WHEELING, ILLINOIS
CHICAGO EXEC (PWK)



45

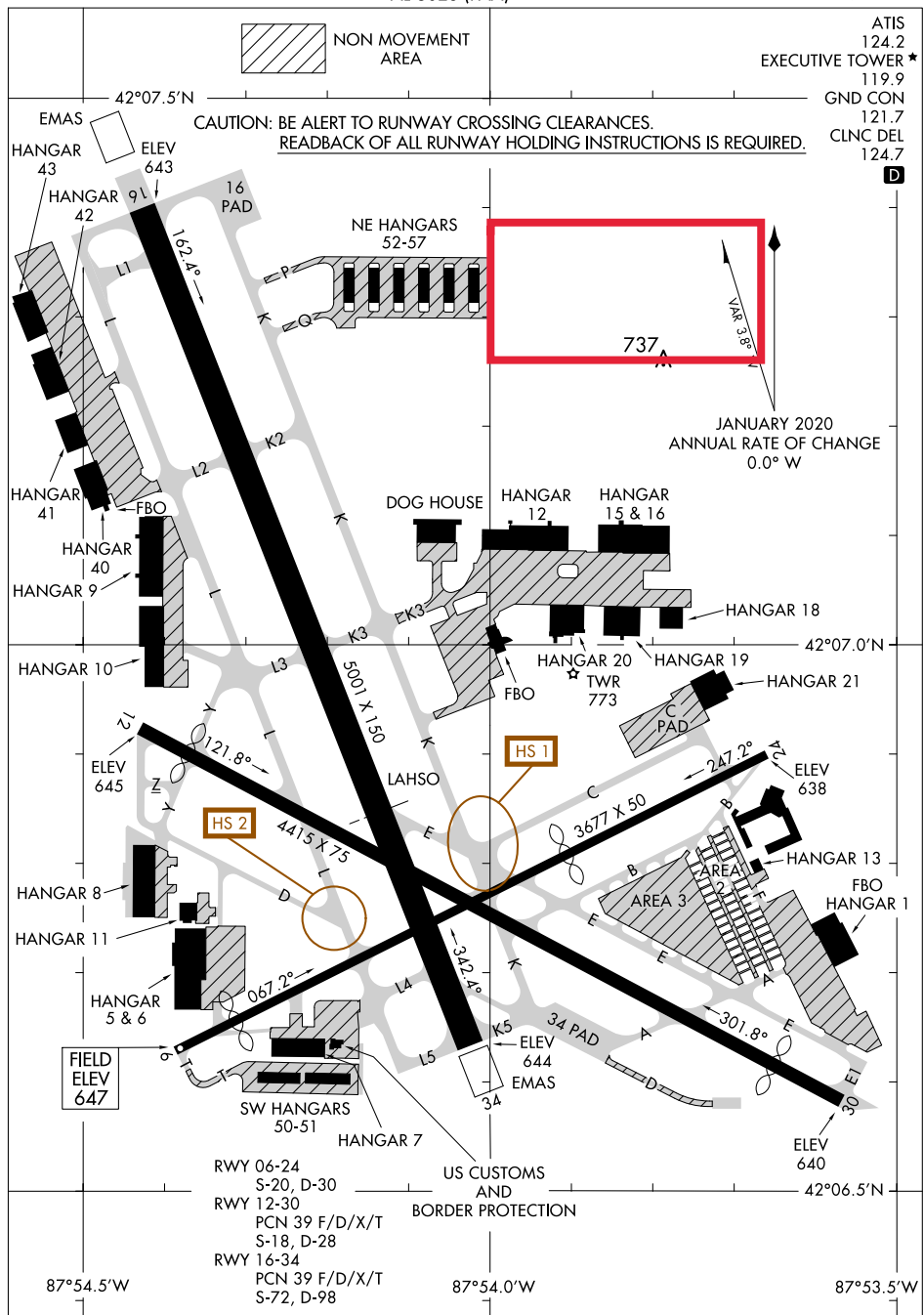
NE Quadrant Apron & Taxiway Access

22027

AIRPORT DIAGRAM

AL-5028 (FAA)

CHICAGO EXEC (PWK)
CHICAGO/PROSPECT HEIGHTS/WHEELING, ILLINOIS



EC-3, 27 JAN 2022 to 24 FEB 2022

EC-3, 27 JAN 2022 to 24 FEB 2022

AIRPORT DIAGRAM

22027

CHICAGO/PROSPECT HEIGHTS/WHEELING, ILLINOIS
CHICAGO EXEC (PWK)

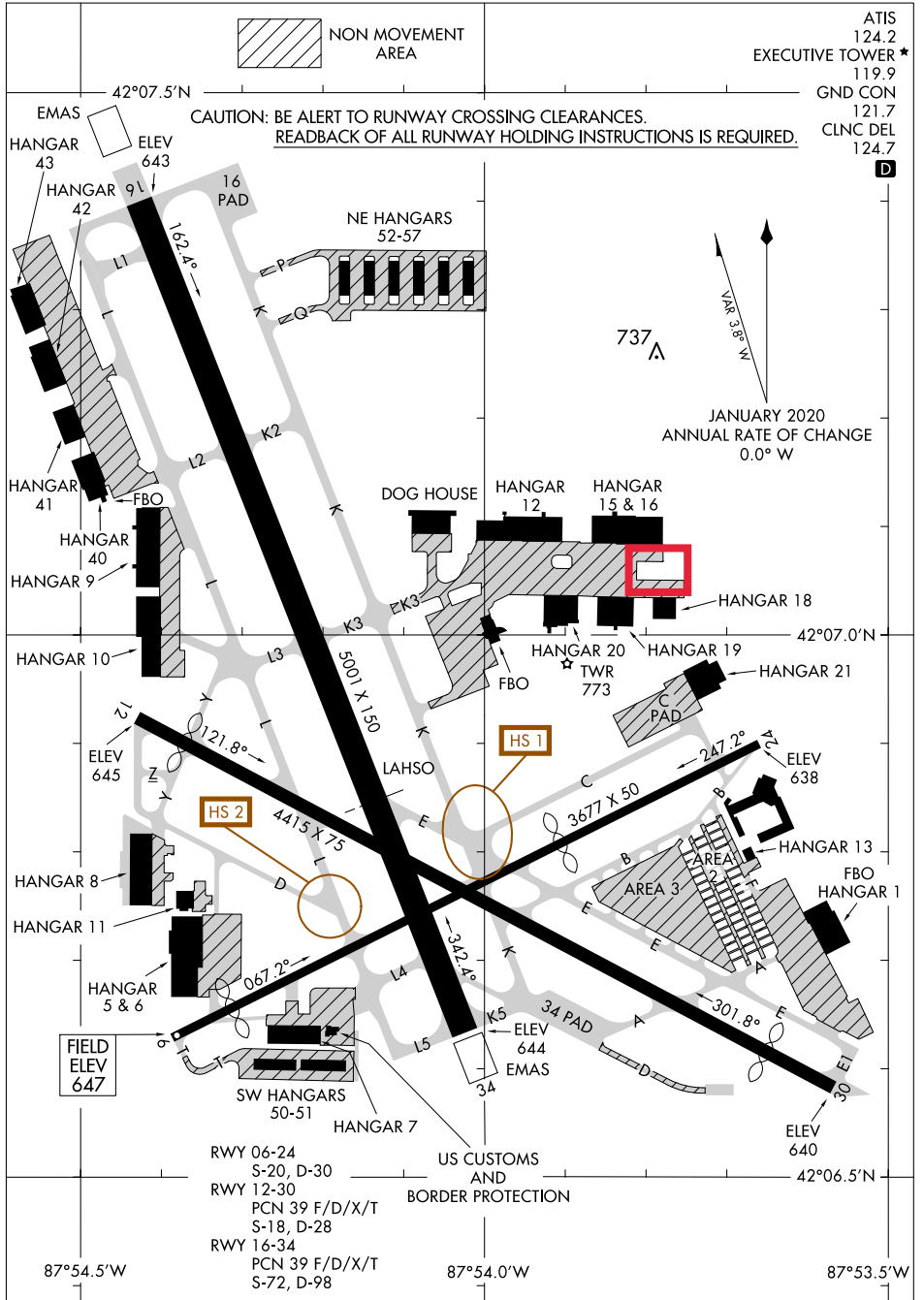
Develop East Quadrant GA Apron-construction

22027

AIRPORT DIAGRAM

AL-5028 (FAA)

CHICAGO EXEC (PWK)
CHICAGO/PROSPECT HEIGHTS/WHEELING, ILLINOIS



AIRPORT DIAGRAM

22027

CHICAGO/PROSPECT HEIGHTS/WHEELING, ILLINOIS
CHICAGO EXEC (PWK)



City of Prospect Heights

Department of Public Works

401 Piper Lane, Prospect Heights Illinois, 60070-6070

Office: 847/398-6070 x 264 -FAX: 847/459-0618

www.prospect-heights.il.us

MEMORANDUM

Date: 3/28/2022
To: Joe Wade
Cc: Peter Falcone
From: Mark W. Roscoe, Director of Public Works
Subject: Declaration of Surplus Property- Police Department Vehicle

Purpose-

This memo is to establish a surplus property ordinance which will identify equipment that has outlived its usefulness to the City.

Request to surplus vehicle - 2014 Ford Explorer VIN# 1FM5K8AR9EGB11281 Miles = 143,XXX
It is being declared surplus due to obsolescence, age, and being beyond economical repair. A replacement vehicle is already in service and this is no necessary or useful to the City.

Background-

The City purchased this vehicle in 2014 and it has been in full time service as a Police Department vehicle. Staff does periodic reviews of vehicles and equipment insuring they have value and usefulness to the City. When this type of property is declared surplus it will be sent to auction, traded in, or exchanged for products/services of equal value.

Financial Impact-

There will be no detrimental effects, money raised from the result of the sale of surplus property will be returned to the City fund.

Recommendation-

Approve this ordinance to surplus the attached property.

Items-

The list below of property identified to be declared surplus and removed from the City's inventory.

2014 Ford Explorer VIN# 1FM5K8AR9EGB11281 Miles = 143,XXX

Thank you,
Mark Roscoe
Director of Public Works

ORDINANCE #O-22-07

ORDINANCE DIRECTING THE SALE OF SURPLUS PROPERTY

WHEREAS, the City Council has determined according to State Statute that there exists certain personal property owned by the City that is no longer necessary or useful to the City and is hereby declared to be surplus property;

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

SECTION 1: That pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the city council finds the following property to be no longer necessary or useful to the City and is hereby declared surplus property:

2014 Ford Explorer VIN# 1FM5K8AR9EGB11281 Miles = 143,XXX

SECTION 2: That pursuant to the authority of Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the city council hereby authorizes and directs the City Administrator or her designee to dispose of said surplus property in any manner she sees fit which may include the negotiated sale of the above property, or any other lawful means. The City Administrator need not advertise the property for sale.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

AYES:

NAYS:

ABSENT:

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

Matt Dolick, Acting Mayor

ATTEST:

City Clerk

Published in pamphlet form _____, 2022.



To: Acting Mayor Matthew Dolick and Members of the City Council

From: Cheri Graefen, Finance Director

Date: March 21, 2022

Re: Ordinance O-22-08 - Water Rates

Background:

The City reviews water rates on an annual basis. The proposed water rates are based upon the Water Study conducted in 2012/2013, debt service requirements, water costs billed to the City based upon prior year water consumption and forecasted capital improvements and operating needs.

Analysis:

There are four component costs that combine in determining the annual water rate. Analysis of these components is as follows:

- Delivery – increased due to increasing variable expenses including maintenance, insurance and personnel costs. FY23 budgeted capital expenditures are not included in this component.
- Infrastructure - based upon current depreciation and forecasted capital improvement needs.
- Debt Service Charges – based upon current debt service requirements for Series 2010 GO Debt Certificates due to be paid in full in December 2024.
- Water sales - based upon the water study rates and previous year consumption costs.

Water Rate Comparison		FY22-23	FY21-22	FY20-21
	Delivery	30.81	30.20	30.17
	Infrastructure	12.31	12.00	11.47
	Debt Service	6.17	5.84	5.84
	Water sales (per 1000 gals)	6.51	6.51	6.51
	Total rate	55.80	54.55	53.99
	% Increase	2.3%	1.0%	1.7%
	\$ increase	\$ 1.25	\$ 0.56	\$ 0.92

Recommendation:

Based on the above analysis, Staff recommends the City's water rate be increased from \$54.55 in FY21-22 to \$55.80 for FY22-23.

ORDINANCE NO. 0-22-08

AN ORDINANCE AMENDING CITY WATER RATES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: Title 1, Chapter 7, Section 15, I - Water Rates of the City Code is hereby amended as follows:

I. Water Rates

Each and every business or residential dwelling unit utilizing the City's water distribution system shall be considered a facility. Any facility having connection with the City's distribution system that may hereafter be constructed and used in connection with the distribution system shall pay the following rates per month:

	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Water Supply Charge per 1,000 Gallons	\$ 6.51	\$ 6.51
Monthly Customer Delivery Charge	\$ 30.20	\$ 30.81
Monthly Infrastructure Reserve charge	\$ 12.00	\$ 12.31
Monthly Debt Service Charge	\$ 5.84	\$ 6.17

Supply charges by the city water supplier will be based on actual billed charges to the City and will be determined on an annual basis.

Water Rate effective date shall be May 1, 2022.

SECTION TWO: This ordinance shall be in full force and effect upon its passage, approval. And publication in pamphlet form and posting as prescribed by law.

PASSED and APPROVED this _____ day of April, 2022.

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Published in pamphlet form _____, 2022.



To: Acting Mayor Dolick and Members of the City Council
Joe Wade, City Administrator

From: Peter P. Falcone, Assistant City Administrator

PPE

Subject: Scope of Services Agreement with Gewalt Hamilton for National Pollution Discharge Elimination System Compliance Permit Requirements

Date: April 7, 2022

Background:

The National Pollution Discharge Elimination System was initiated to regulate point sources of pollutants to the waters of the United States. As the City operates a storm sewer system, it is subject to NPDES requirements, including the successful application for an annual MS4 small systems storm sewer system permit.

The permit application requirement includes collection and sampling of storm water for water quality analysis, presentation of a storm water management plan, and presentation of other application data/information.

Analysis:

Successful application/reapplication for NPDES MS4 small systems storm sewer permit is a legal requirement. This effort will require specialized technical engineering services.

Recommendation:

Authorization of this contract to Gewalt Hamilton for \$4,200 is recommended.

RESOLUTION NO. R-22-22

RESOLUTION AUTHORIZING A SCOPE OF SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC., FOR NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM COMPLIANCE PERMIT REQUIREMENTS

Whereas, the City of Prospect Heights storm water system is subject to the National Pollution Discharge Elimination System (NPDES) which regulates point sources of pollutants to the waters of the United States, and;

Whereas, the City is required to submit an annual permit application including collection and sampling of storm water for water quality analysis, presentation of a storm water management plan, and presentation of other application data/information, and;

Whereas, Gewalt Hamilton Associates has submitted a scope of services agreement to meet all National Pollution Discharge Elimination System Compliance Permit requirements for the City of Prospect Heights at a cost of \$4,200.

Now, Therefore, Be It Resolved by the City Council of Prospect Heights, Cook County, Illinois, as follows:

Section 1: That the Scope of Services Agreement for the National Pollution Discharge Elimination System Compliance Permit requirements is approved and accepted.

Section 2: The City Administrator is authorized to take all necessary steps to implement this resolution.

Section 3: This resolution shall be in full force and effect from and after its passage and approval as required by law.

Passed and Approved this 11th day of April, 2022

Matthew Dolick, Acting Mayor

Attest:

City Clerk

Ayes: _____

Nays: _____

Absent: _____

April 1, 2022

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Mr. Joe Wade
City Administrator

City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, IL 60070

Re: **Proposal for Engineering Services**
Year 20 MS4 Compliance
GHA Proposal No. 2022.WR002G

Dear Mr. Wade:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for consulting services to assist the City of Prospect Heights with its annual compliance monitoring to satisfy the Illinois EPA National Pollution Discharge Elimination System (NPDES) MS4 Permit requirements.

I. Scope of Services

The following scope of services and corresponding fee are based on the requirements of the most current General NPDES Permit for discharges from small municipal separate storm sewer systems (General Permit No. ILR40), effective March 2016. Accordingly, we propose the following services:

A. Annual Report & Tracking

GHA will utilize the tracking information to prepare and submit the required Year 20 (March 1, 2022 – February 28, 2023) annual report to the IEPA by June 1, 2023. GHA will obtain signatures and coordinate the submittal to the IEPA electronically. The report will be uploaded to the MS4 website, www.gha-engineers.com/ms4, by June 1, 2023.

This task includes tracking the MS4's six (6) minimum control measures (MCM) which are used to assess and report the effectiveness of the Storm Water Management Program. Fremont Township will provide an MS4 Tracking Summary to GHA at the end of the permit tracking period.

B. Visual Water Quality Monitoring & Report

GHA will collect water quality samples at the "priority outfall" locations. Samples will be observed for obvious water quality impairments, such as turbidity, abnormal color, and odor. Results from the monitoring will be summarized in report form and submitted to the City.

C. Public Education Presentation

GHA will perform one (1) presentation on the MS4 program at a regularly scheduled City Council meeting.

D. Finalize Stormwater Management Plan (SWMP)

GHA has been tracking and providing comments to the IEPA on the new NPDES Permit to ensure our client coverage is recognized and to gain insight for future compliance needs. The new permit has numerous new metrics including creating inventory of community owned properties, additional educational requirements, logging community involvement, construction operator education and annual evaluations of construction site storm water control BMP's and measurable goals, etc. With the addition of these metrics and updated descriptions throughout, a new SWMP will be written. Once written, it will be sent for approval to the client. Upon approval it will be sent to the EPA and updated on our website. This SWMP will be valid for the next 5 years, thus it is not a repeated yearly cost.

II. Compensation for Services

Based upon the scope of services, GHA proposes a lump sum fee breakdown as shown below. Attached are our 2022 rates for your reference.

Year 20 MS4 Services	Cost
A. Annual Report (incl. tracking)	\$1,200.00
B. Visual Water Quality Monitoring	\$1,200.00
D. Public Education Presentation	\$500.00
E. Finalizing SWMP	\$1,300.00
Year 20 Fee	\$4,200.00

Reimbursable expenses, including items such as photos, postage, messenger services, printing, mileage, etc., will be billed to the Client without markup.

All services, including additional services requested and authorized by the Client and any additional permit documentation or services required for compliance by the Illinois EPA will be billed in accordance with the hourly rates in effect at the time services are rendered.

Invoices will be submitted on a monthly basis based on percentage of completion.

III. Additional Services

The following are not included in the scope of services, but can be provided for an additional fee if requested and authorized by the Client:

1. Meetings with public officials or agencies in addition to the annual public presentation.
2. Response to agency comments.

3. Updates to storm atlas.
4. Additional services required due to changes in Local, State, or Federal NPDES permit requirements made after acceptance of this proposal.

IV. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

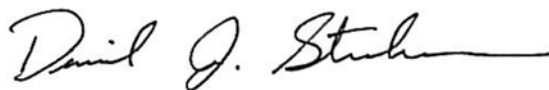
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

Should you have any questions or if we can be of additional assistance, please feel free to contact us. If our proposal is acceptable, please sign and return a copy to our office, indicating your acceptance of this Agreement in its entirety. We appreciate the opportunity to continue serving the Township.

Sincerely,
Gewalt Hamilton Associates, Inc.



Daniel J. Strahan, P.E., CFM
Senior Engineer
dstrahan@gha-engineers.com

AUTHORIZED BY:

City of Prospect Heights

Joe Wade, City Administrator

Date

cc: Michael Warner, GHA
Karolina Cho, GHA

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2022

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$ 193.00
CIVIL ENGINEER VI	\$ 180.00
CIVIL ENGINEER V	\$ 167.00
CIVIL ENGINEER IV	\$ 160.00
CIVIL ENGINEER III	\$ 150.00
CIVIL ENGINEER II	\$ 145.00
CIVIL ENGINEER I	\$ 132.00
LAND SURVEYOR IV	\$ 150.00
LAND SURVEYOR III	\$ 140.00
LAND SURVEYOR II	\$ 134.00
LAND SURVEYOR I	\$ 126.00
GIS PROFESSIONAL III	\$ 150.00
GIS PROFESSIONAL II	\$ 139.00
GIS PROFESSIONAL I	\$ 132.00
ENVIRONMENTAL CONS. II	\$ 143.00
ENVIRONMENTAL CONS. I	\$ 132.00
ENGINEERING TECHNICIAN V	\$ 161.00
ENGINEERING TECHNICIAN IV	\$ 139.00
ENGINEERING TECHNICIAN III	\$ 129.00
ENGINEERING TECHNICIAN II	\$ 113.00
ENGINEERING TECHNICIAN I	\$ 84.00
ADMINISTRATIVE I	\$ 69.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

RESOLUTION NO. R-22-16

**A RESOLUTION OF THE CITY COUNCIL
AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF
PROSPECT HEIGHTS AND LEXINGTON HOME BUILDERS FOR PROSPECT
POINTE/MUIR PARK 69-UNIT TOWNHOME DEVELOPMENT**

WHEREAS, the City of Prospect Heights (the “City”) is a municipal entity duly organized and operating pursuant to the laws of the State of Illinois;

WHEREAS, Lexington Homes LLC (“Developer”) is a real estate development company that has received approval from the City for the development of a 69-unit townhome development within the City limits;

WHEREAS, the City has previously approved the Prospect Pointe/Muir Park Tax Increment Financing District (the “TIF District”) pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*, as amended (the “Act”), for a redevelopment project area to be known as the Prospect Pointe/Muir Park Redevelopment Project Area (the “Area”);

WHEREAS, the City and the Developer have drafted a Redevelopment Agreement (“Redevelopment Agreement”) pursuant to and in accordance with the Act; and

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

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

Section 2: The City Council agrees that the Redevelopment Agreement between the City and the Developer, attached hereto as Exhibit A, furthers the goals of both the City and Developer in furtherance of the TIF District previously approved for the Area, and is in the best interest of the City and Developer.

Section 3: Any and all policies or resolutions of the City of Prospect Heights that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

Section 4: The Resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this 11th day of April, 2022

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

EXHIBIT A

INSERT REDVELOPMENT AGREEMENT

THIS INSTRUMENT HAS
BEEN JOINTLY PREPARED
BY:

John O'Driscoll and Jim Hess

Tressler LLP
550 E. Boughton Road, Suite 250
Bolingbrook, IL 60440

and

Thomas Burney
Law Offices of Thomas R. Burney P.C.
40 Brink Street
Crystal Lake, IL 60014
After Recording
Return to Mr. Hess

REDEVELOPMENT AGREEMENT

by, between, and among

THE CITY OF PROSPECT HEIGHTS

and

LEXINGTON HOMES, LLC

MUIR POINTE PROPERTY

**REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF PROSPECT
HEIGHTS AND LEXINGTON HOMES LLC**

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of March, 2022 (“Effective Date”) by and between the **CITY OF PROSPECT HEIGHTS, ILLINOIS**, an Illinois municipal corporation, (“City”) and **LEXINGTON HOMES LLC**, an Illinois limited liability company (“Developer”), (the City and the Developer are sometimes referred to individually as a “Party” and collectively as the “Parties”) and pertains to the redevelopment of the property legally described and depicted on **Group Exhibit A** (“Redevelopment Project”).

WITNESSETH

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 or conserve the area, to encourage private development in order to enhance the local tax base, to 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;

B. 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 (“Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the Act;

1. On December 9, 2019, the Prospect Heights City Council adopted the Inducement Resolution to recognize the fact that, prior to such date, the City and the Developer have spent monies in furtherance of the Redevelopment Plan.
2. On July 12, 2021, the Prospect Heights City Council adopted the TIF Approval Ordinances approving a redevelopment plan and project for a redevelopment project area, designating a tax increment financing district, and adopting tax increment allocation financing for the TIF District. The boundaries of the TIF District are depicted on **Exhibit D** attached hereto. The Permanent Index Numbers of the tax parcels comprising the TIF District are listed on **Exhibit D** attached hereto.
3. On October 12, 2020, the Prospect Heights City Council adopted the Plan Approval Ordinances for the Redevelopment Project.
4. On February 10, 2021, with the continued hearing dates of March 23, 2021 and April 19, 2021, the City conducted a public hearing with respect to the Redevelopment Plan, the Redevelopment Project Area, and the Redevelopment Project described in the Redevelopment Plan.

5. The TIF Act authorizes the City to incentivize redevelopment within the TIF District in accordance with the conditions and requirements of the TIF Act.
6. The Redevelopment Project is generally described in **Exhibit A** attached hereto.
7. The Developer seeks to provide for the reimbursement to them of Eligible Costs and other redevelopment costs they have incurred or will incur in constructing the Project;
8. In furtherance of and to incentivize and induce the developer to complete the Project, the City has negotiated and entered into intergovernmental agreements with the local school districts, Prospect Heights School District No. 23 and Township High School District No. 214, the Prospect Heights Park District and the Prospect Heights Fire Protection District.
9. To incentivize and induce the Developer to complete, the Project, the City has agreed to reimburse Developer the Eligible Costs by using Available Incremental Property Taxes to evidence such obligation by issuing TIF Notes all in accordance with the terms and provisions of the TIF Act and this Agreement.
10. The Prospect Heights City Council, after due and careful consideration, have concluded that incentivizing the Developer to undertake the construction of the Redevelopment Project, or to cause it to be undertaken, pursuant to this Agreement will: (i) enhance the City's ability to control the redevelopment of the Redevelopment Property; (ii) eliminate certain factors and characteristics found on the Redevelopment Property that cause, in part, the TIF District to be a blighted or conservation area; (iii) produce increased tax revenues for the City and other taxing districts authorized to levy taxes within the TIF District; and (iv) otherwise serve the best interests of the City.
11. The Prospect Heights City Council, after due and careful consideration, have also concluded that, but for their approval of this Agreement and its execution by the City, the Owners would not proceed with, or cause other Developer Parties to proceed with, the portions of the Redevelopment Project which remain to be constructed.

C. The Prospect Heights City Council has found in #O-21-05 that it is essential to the public interest to foster an economic development project for the public purposes of enhancing the tax base, stabilizing and promoting employment, encouraging private investment in the community and contributing to the welfare and improvement of conditions for the citizens of the City;

D. Lexington Homes LLC is an Illinois Limited Liability Company in existence and in good standing and authorized to do business in the State of Illinois;

E. The Developer and the City now desire to enter into this Agreement for the purpose of setting forth in greater detail the responsibilities of the Developer and the City with respect to the Redevelopment Project TIF and the Project (all as hereinafter defined);

F. The Property is comprised of 2 parcels

1. A 5.2+/- acre parcel located at 1001 Oak Avenue, Prospect Heights IL 60070 currently improved with a vacant abandoned school. This parcel is described on **Exhibit A-1** and shall be referred hereinafter as the “School Property”. The School Property is owned by Robert L. Bowie, as Trustee of the Robert L. Bowie Revocable Trust dated September 8, 1995 as to an undivided one-half interest and Georgia G. Bowie, as Trustee of the Georgia G. Bowie Revocable Trust dated September 8, 1995 as to an undivided one-half interest; and
2. A 0.64 +/- acre parcel currently part of Muir Park. This parcel is described on **Exhibit A-2** and shall be referred hereinafter as the “Developer’s Swap Parcel”. The Developer’s Swap Parcel is part of a 4.5 +/- acre parcel owned by the Prospect Heights Park District (“Park District”). This 4.5 +/- parcel shall be referred to as the “Park Property” and is described on **Exhibit A**. A depiction of the Developer’s Swap Parcel is attached as **Exhibit B**.

G. In exchange for the Developer’s Swap Parcel, the Developer is conveying to the Park District a 0.63 +/- acre parcel which is currently part of the School Property. This parcel is described on **Exhibit A** and shall be referred hereinafter as the “Park District’s Swap Parcel”;

H. Collectively, the Developer’s Swap Parcel and the Park District’s Swap Parcel are referred to as the “Swap Parcels”;

I. Collectively, the School Property, and the Developer’s Swap Parcel are referred to herein as the “Redevelopment Property”;

J. Developer is under contract to acquire the School Property and at the time of the execution of this Agreement is in agreement with the Park District regarding the Swap Parcels;

K. The Developer desires to own, develop and operate the Project as a townhome development;

L. Developer and its principals are uniquely skilled in the development and operation of residential developments. Lexington Homes has over 45 years of experience in residential subdivision land development and residential home construction. It has constructed more than 40,000 homes in the Chicagoland area since 1974. Those residential homes consist of primarily single-family homes and townhomes. The principals of Lexington were the developers and builders of the Rob Roy development in the City. Lexington Homes has received numerous awards for the excellence in residential subdivision and home design.

M. Developer is able to provide to the City skill, knowledge and expertise as well as input from other experts and consultants for the Project, and the City seeks to approve the Developer as the developer of the Redevelopment Property (as defined below in Article Two), and has approved the Project, subject to Developer's compliance with all applicable laws, statutes, codes, ordinances, rules and regulations;

N. Developer would not be able to develop and construct the Project, including the extensive redevelopment of the School Property, the Park Property and the Swap Parcels without the City's provision of tax increment financing ("Incentives"). In accordance with the Act, the City is willing to provide the Incentives under the terms and conditions contained herein. The Parties acknowledge and agree that but for the Incentives to be provided by the City, Developer cannot successfully and economically redevelop the project in a manner satisfactory to the City;

O. Development of the Project by Developer is contingent upon the issuance of permits and approvals by other parties and governmental authorities;

P. 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;

Q. The City, in order to stimulate and induce development of the Project, has agreed to finance certain redevelopment project costs (as defined in Article Two below) through Available Incremental Property Taxes (as defined in Article Two below), all in accordance with the terms and provisions of the Act and this Agreement;

R. The TIF Property includes the School Property, the Park Property, the Swap Parcels and the lots described on **Exhibit C**;

S. The City authorized the preparation of a report, entitled Prospect Pointe/Muir Park Tax Increment Financing Redevelopment Area Plan and Project, prepared by Johnson Research Group, Inc., dated December 4, 2020 ("Redevelopment Plan") concerning the redevelopment of the Redevelopment Property, including but not limited to the TIF Property as hereinafter defined;

T. In accordance with the Act, the City conducted a public hearing with respect to the Redevelopment Plan and the redevelopment of the TIF Property at a meeting of the Mayor and the City Council "Corporate Authorities") held on February 10, 2021, with continued public hearing dates of March 3, 2021, and April 19, 2021;

U. As part of the study of the redevelopment of the TIF Property, the City found that the improvements in the Property suffer from the following factors: inadequate utilities, lagging equalized assessed value and lack of community planning;

V. To stimulate and induce redevelopment in the TIF Property pursuant to the Act, the City has adopted the following ordinances, after giving all notices required and after conducting the public hearings required by law ("Enabling Ordinances"):

1. Ordinance Number O-21-03 adopted July 12, 2021, titled “An Ordinance Approving a Redevelopment Plan for the Prospect Pointe/Muir Park Redevelopment Area Plan and Project Within the City of Prospect Heights, Cook County, Illinois”.
2. Ordinance Number O-21-04 adopted July 12, 2021, titled “An Ordinance of the City of Prospect Heights, Cook County, Illinois, Designating the Prospect Pointe/Muir Park Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”
3. Ordinance Number O-21-05 adopted July 12, 2021, titled “An Ordinance Adopting Tax Increment Allocation Financing for the Prospect Pointe/Muir Park Redevelopment Area Within the City of Prospect Heights, Cook County, Illinois.”.

W. This Agreement has been submitted to the City Council of the City of Prospect Heights for consideration and review, the City Council has 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;

X. This Agreement has been submitted to the Developer for consideration and review, the Members 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 Members and officers present to the execution of this Agreement have been undertaken and performed in the manner required by law.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE

INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the City and of the Developer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

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, including above in the recitals hereto and as follows:

“Acquisition Date” means the date of delivery to the City by Developer of proof of ownership of the Property.

“Act” means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq.*, as supplemented by the Local Government Debt Reform Act, as amended.

“Agreement” means this Redevelopment Agreement.

“Approved Plans” shall include the Final Planned Development Plat and Plan and the Final Engineering plans

“Available Incremental Property Taxes” means FIFTY EIGHT percent (58%) of the incremental property taxes of that portion of the *ad valorem* taxes, if any, arising from the taxes levied upon the Redevelopment Property, which taxes are attributable to the increases in the then current equalized assessed valuation (“EAV”) of the taxable lots, blocks, tracts or parcels of all portions of the Redevelopment Property over and above the total Initial EAV of all of said portions of the Redevelopment Property, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, which are attributable to the Redevelopment Property and includes any replacement, substitute or amended taxes.

“Change in Law” means the occurrence, after the Effective Date, of an event described below, 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” shall include any of the following: (i) 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); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) except as otherwise provided herein, 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 services to be performed under this Agreement; or (iv) 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).

“City” means the City of Prospect Heights, Illinois, an Illinois municipal corporation.

“City Council” means the City Council of the City of Prospect Heights, Illinois.

“City Expenses” means the expenses incurred by the City in connection with the drafting, negotiation, execution and administration of this Agreement.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Collector” means the officer or officers of the County of Cook, Illinois, who is or are at the time obligated under applicable law to collect and pay over to the City the Incremental Property Taxes pursuant to and in accordance with the Act.

“Corporate Authorities” means the City Council of the City of Prospect Heights, Illinois.

“Developer” means Lexington Homes LLC.

“Development Project Plan” refers to the residential project area and park improvement area legally described in Exhibit B of Ordinance #O-20-37, consisting of:

1. Project area: 5.23 acres of property for residential development by Lexington Homes; and
2. Park Improvement Area: 4.50 acres of property owned by Prospect Height Park District

“Developer’s Swap Parcel” means the south 0.64 +/- acre parcel currently located in Muir Park, a 4.5 +/- acre parcel owned by the Prospect Heights Park District legally described on **Exhibit A-2**.

“Existing Incremental Territory” means the 28 single family lots north of the development project area. A map and list of the applicable PINs can be found in Exhibit D of the Redevelopment Plan & Project.

“Final Plat and Plan” means the approved final plat and plan approved by the City Council of the City.

“Incentive Amount” means the principal in the amount of SIX MILLION SIX HUNDRED and THIRTY-FIVE THOUSAND DOLLARS (\$6,842,000) plus interest that the City is obligated to reimburse to the Developer in accordance with the terms of this Agreement.

“Initial EAV” means the base equalized assessed value of the TIF Property, certified by the County Clerk of Cook County as provided in the Act.

“Members” means the members of Lexington Homes LLC.

“Park District’s Swap Parcel” means the parcel is described on **Exhibit A-3**.

“Park Improvement” means the costs expended whether by Developer or the Prospect Heights Park District in connection with physical improvements to the Park Property over the term of the TIF.

“Park Property” means Muir Park, a 4.5 +/- acre parcel owned by the Prospect Heights Park District, including the Park District’s Swap Parcel from the former School Property legally described on **Exhibit A-3**.

“Party” means the City and/or Developer and its successors and/or assigns as permitted herein, as the context requires.

“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.

“Project” means, collectively, the acquisition of the Property and the Developer’s Swap Parcel and the construction of the 69-unit townhome development and the associated amenities on the Property and the Developer’s Swap Parcel and other amenities and improvements all as specifically set forth in the Final Planned Unit Development Plat and Plan and the Final Engineering Plans approved by the City.

“Property” means the Redevelopment Property

“Redevelopment Property” means the means the School Property, and the Swap Parcels.

“Redevelopment Plan” means the Redevelopment Plan for the Prospect Pointe/Muir Park Tax Increment Financing Redevelopment Area Plan and Project.

“Redevelopment Project Costs” means those redevelopment project costs incurred by Developer for the items and categories of work described on **Exhibit G** together with City Expenses.

“School Property” means the north 5.2+/- acre parcel located at 1001 Oak Avenue, Prospect Heights IL legally described on **Exhibit A-1**.

“Series A Note(s)” means one or more tax-exempt notes issued by the City to Developer upon the issuance of the Certificate of Substantial Completion in an aggregate initial principal amount equal to the amount of the eligible costs as delineated in the Act which have been incurred by the Developer by the Substantial Completion Issuance Date up to a maximum principal amount available to support the Series A Note at the time the Developer requests issuance provided that such request does not occur before substantial completion.,

“State” means the State of Illinois.

“Substantial Completion” means the completion of all site preparations, completion of all agreed upon park improvements, required to be installed by Developer as agreed upon between Developer and the Park District in their agreement dated: **INSERT DATE OF APPROVAL**

Certificate of Substantial Completion means 75% of the units (52 units), and no defaults of any obligations contained in the applicable Intergovernmental Agreements with the school districts, park district and fire protection district.

“Swap Parcels” means the Developer’s Swap Parcel and the Park District’s Swap Parcel.

“TIF District” means the Prospect Pointe/Muir Park Tax Increment Financing Redevelopment Plan and Project as established by Ordinances #O-21-03, O-21-04, and O-21-05.

“TIF Eligible Expenses” means the Project costs as defined by the TIF Act and set forth in the Redevelopment Plan, which are to be paid or reimbursed by the City as provided in this Agreement. See **Exhibit F** for a list of TIF Eligible Expenses.

“TIF Fund” means the special tax allocation fund into which the Available Incremental Property Taxes are deposited and used to pay the financial obligations set forth herein.

“TIF Property” includes the School Property, the Park Property, the Swap Parcels and the lots described on **Exhibit D** as established by Ordinances #O-21-03, O-21-04, and O-21-05

“Townhomes” means 69 residential attached single-family units constructed in 12 buildings. Average unit size is 1,850 sq. ft. including 35 2-bedroom and 34 3-bedroom units constructed in conformance with plans and exhibits presented in PZBA Case #20-08 and the Preliminary Plat of Subdivision and PUD Site Plan, approved by Ordinance #O-20-37

“Uncontrollable Circumstance” means any event which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
 - (i) a Change in Law;
 - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, nuclear incident, war or naval blockade;
 - (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - (iv) any order of any level of government which as the direct or indirect effect of delaying or preventing the parties from fulfilling their obligations herein;
 - (v) governmental condemnation or taking other than by the City;
 - (vi) strikes or labor disputes;

- (vii) unreasonable delay in the issuance of building or other permits or approvals by the City or other governmental authority having jurisdiction;
- (viii) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement; or
- (ix) unknown or unforeseeable geo-technical or environmental conditions.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in b(vii) 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 by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day.

ARTICLE THREE

CONSTRUCTION

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 Articles and 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 terms of this 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) In connection herewith concerning written directions or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction

or authorization orally by telephone, other telecommunication or otherwise, confirmed in writing, including by telecopier/facsimile transmission, shall be appropriate and is hereby approved. Failure of the investing agent to actually receive such written confirmation shall not render invalid or ineffective any such oral direction or authorization.

(h) The City Mayor or his designee, 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 ministerial in nature 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.

(i) 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 Nate Wynsma (“Developer’s Authorized Representative”) as its authorized representative 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. Developer shall have the right to change Developer’s Authorized Representative by providing the City with written notice of such change which notice shall be sent in accordance with Section 10

ARTICLE FOUR

CITY COVENANTS AND AGREEMENTS

4.1 City’s Redevelopment Obligations. The City shall have the obligations set forth in this Article Four.

4.2 Reimbursement of Expenses.

A. **Reimbursement.** In recognition of the substantial economic development benefits to be derived by the Project, the City shall reimburse Developer for Redevelopment Project Costs as defined by the Act (sometimes hereinafter referred to as “TIF Eligible Expenses”) regarding the Project including, but not limited to land acquisition, demolition, site preparation, engineering, architectural, legal and consulting fees, infrastructure improvements including a potable water system, park improvements and road improvements, soft costs, City Expenses, interest and any other expenses eligible for reimbursement under the TIF Act some of which are set forth on the Estimated Costs Eligible for TIF Reimbursement attached hereto as **Exhibit F. That a specific improvement or expenditure is not included on the list shall not be a basis for denying reimbursement so long as the expenditure is deemed a TIF Eligible Expense.** It is understood that the line items of said budget do not restrict the Developer from re-allocating as needed within the line items. In no event shall the Developer be reimbursed in excess of TIF Eligible Expenses. As costs are incurred, Developer shall provide the City all documents reasonably requested by the City to confirm when said

costs were incurred and paid by the Developer. The City shall authorize the distribution of Available Incremental Property Taxes under this Section B to the Developer to pay for those portions of the TIF Eligible Expenses which have been completed in accordance with the final site plans and final engineering plans for the Project.

B. Reimbursements Included in the Incentive Amount. The Incentive Amount shall reimburse Developer as follows: a. one or more tax-exempt Developer Notes (Series A) with maximum total principal value available to support the Series A Note at the time the Developer requests issuance subject to the maximum Incentive Amount of \$6,842,000 plus interest. , b. one or more tax-exempt Developer Notes (Series B) with maximum total principal value available to support the Series B Note at the time the Developer requests issuance subject to the cumulative value of such notes not exceeding the maximum Incentive Amount of \$6,842,000 plus interest. , and c. cash payments including accrued interest. The total principal value of all Developer Notes plus the cash payments is subject to the maximum Incentive Amount of \$6,842,000 plus interest.

C. Incentive Amount The City shall reimburse Developer an amount up to a maximum of SIX MILLION EIGHT HUNDRED FORTY-TWO THOUSAND DOLLARS (\$6,842,000) plus interest (“Incentive Amount”) solely from Incremental Property Taxes generated from the Project (Available Incremental Property Taxes) for Redevelopment Project Costs as defined by the Act (“TIF Eligible Expenses”) regarding the Project including, but not limited to all costs associated with permit fees, grading, filling and public improvements costs associated with detention facilities, curb and water and sewer improvements, improvements to any public roadways surrounding or adjacent roadways to the Project, demolition costs, public park improvements, environmental remediation and acquisition costs relative to the Property, all as set forth on **Exhibit F** hereto. Attached hereto as **Exhibit F** and made part hereof is a tentative budget for such TIF Eligible Expenses. It is understood that the line items of said budget do not restrict the Developer from re-allocating the Incentive Amount as needed within the line items, but in no event shall the Developer be reimbursed in excess of the Incentive Amount (plus interest). As costs are incurred, Developer shall provide the City all documents requested by the City to confirm when said costs were incurred and paid by the Developer.

D. Source of Reimbursement. The reimbursement provided for in subparagraph (e) above shall be paid from Available Incremental Property Taxes on an annual basis. Once the Incremental Property Taxes are collected in any calendar year and remitted to the City, the City will promptly remit the same to the Developer after the City’s annual financial obligations to the other taxing bodies are satisfied until such time as the Developer is fully reimbursed but not to exceed the Incentive Amount. Thereafter, the City shall retain all Incremental Property Taxes which are collected.

E. Obligations to Other Taxing Districts. The Developer acknowledges the intergovernmental agreements (“IGA”) between the City and the school districts, park district and fire protection district, and incorporates each IGA by reference into this Agreement. The RDA’s which are incorporated by reference herein are:

- Prospect Heights School District No. 23 and township High School District No. 214 – April 12, 2021
- Prospect Heights Park District – April 11, 2022
- Prospect Heights Fire Protection District – April 11, 2022

F. **Maximum Amount of Incentive Amount** It is understood that the Incentive Amount, plus the interest thereon, is the maximum amount the City will be required to reimburse the Developer. If the actual cost of the Redevelopment Project Costs (taken as a whole) is less than the Incentive Amount, the lesser amount is the maximum amount the Developer will be entitled to be reimbursed hereunder. If the actual cost of the Redevelopment Project Costs exceed the Incentive Amount, the Developer still shall be entitled to only receive a maximum amount of SIX MILLION EIGHT HUNDRED FORTY-TWO THOUSAND DOLLARS (\$6,842,000) from the City (plus interest).

4.3 ISSUANCE OF DEVELOPER NOTES AND CASH PAYMENTS. The City shall provide a series of Notes (the “Notes”), as well as potential cash payments at the time of issuance of the Certificate of Substantial Completion. The aggregate total of the cash payments plus the par amounts of all Notes may not exceed the Incentive Amount, or SIX MILLION EIGHT HUNDRED FORTY-TWO THOUSAND DOLLARS (\$6,842,000) supported solely from Available Incremental Property Taxes from the Project only.

. The Note shall be issued as follows:

1. **Series A Note(s) (Tax-Exempt).** The City will issue one or more tax-exempt notes (the “Series A Tax-Exempt Note”) to Developer upon closing and shall be increased no more frequently than quarterly as eligible costs are incurred pursuant to a certificate provided by the Developer and approved by the City substantiating as much (“Certificate of Disbursement”), subject to the maximum of the Incentive Amount. The par amount of Series A Tax-Exempt Note will be established based on market conditions at the time of issuance. No interest shall accrue until the issuance of the Certificate of Substantial Completion is issued by the City. After the initial issuance of the Series A Tax-Exempt Note, if the principal balance of the Series A Tax-Exempt Note is less than the maximum amount of the incentive amount, then the principal balance of the Series A Tax-Exempt Note will be increased when the City issues additional Certificate(s) of Disbursement, up to the maximum amount of the incentive amount in par value. Interest on the Series A Tax-Exempt Note will accrue upon the Certificate of Substantial Completion at a rate equal to the BBB 20-Year G.O. Bond Index as published by Reuters Municipal Market Data (“MMD”) plus 275 basis points (the “Series A Tax-Exempt Note Interest Rate”). The Series A Tax-Exempt Note(s) will have a first lien on the Available Incremental Property Taxes, and upon issuance, the City will issue an amortization schedule for this Note(s). The City may not prepay Series A Tax-Exempt Note without the Developer’s written

consent until 5-years from the Issuance Date (“Lock-Out Period”). 2.

Series B Notes (tax-exempt). The City will issue one or more of a second series of tax exempt notes (the “Series B Tax-Exempt Note”) to Developer upon the issuance of the Certificate of Substantial Completion in an aggregate initial principal amount equal to the amount of the eligible costs as delineated in the Act which have been incurred by the Developer by the Certificate of Substantial Completion Issuance Date which amount of said Note B shall be the difference between maximum amount of the incentive amount and the amount of the Series A Note which has been issued plus interest as evidenced by the Issuance of Certificates of Disbursement. The maximum total principal amount of the Series B Tax-Exempt Note will be calculated as follows: \$6,842,000 minus the total principal issuance amount of the Series A Note(s), minus any prior cash payments. Eligible costs will be certified by the Developer to, and approved by, the City on the Certificate of Substantial Completion Issuance Date and on a quarterly basis thereafter. Interest on the Note will accrue upon the Certificate of Substantial Completion Issuance Date at a rate equal to the BBB 20-Year G.O. Bond Index as published by Reuters Municipal Market Data (“MMD”) plus 325 basis points (the “Series B Tax-Exempt Note Interest Rate”), and will compound annually. The Series B Tax-Exempt Note shall be payable solely from the Available Incremental Property Taxes generated from the Project only as defined above and as the Available Incremental Property Taxes are generated by the Project. The Series B Tax-Exempt Note will be payable upon the issuance of the Certificate of Substantial Completion. The Note will have a second lien on the Available Incremental Property Taxes. The City will not issue an amortization schedule for this Note. The City may pre-pay this note at any time. This is a “cash flow” note.

3. **Cash Payment.** The City will pay to the Developer a cash payment of Available **Incremental Property Taxes** upon the issuance of the Certificate of Substantial Completion. This payment will be payable from Net Available Incremental Property Taxes only to the extent they are generated between the time of the execution of the RDA and the expiration of the Series B Tax-Exempt Notes.

C. **Assignment of Notes.** The Series A and Series B Tax-Exempt Notes may be (i) assigned or pledged as collateral by Developer to any senior lender holding the Series A and Series B Tax-Exempt Notes, or, (ii) upon issuance, sold or assigned by Developer to a Qualified Investment Buyer as defined under Rule 144A of the 1933 Securities Act. Without limitation, the Developer may transfer the Notes at any time to (i) any entity controlling, controlled by or under common control with Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer.

4.4 Conditions Precedent to Issuance of a Certificate of Substantial Completion, Issuance of Notes and Cash Payments to Developer. The issuance of the Notes and payments provided for in Section 4.3 shall only be paid from the Available Incremental Property Taxes which shall constitute the sole source of funds available to pay. The City shall be under no obligation to and shall not impose any tax or make payments from any other source or fund in order to satisfy any of its obligations under this Agreement.

A. The condition precedent to the issuance of the Notes, Payments and Certificates of Substantial Completion described above shall be issued when the Developer shall have attained the following landmarks:

1. Acquired the School Property;
2. Acquired the Developer's Swap Parcel;
3. Substantially completed as determined by the Village Engineer the installation of the utilities and site grading and other improvements included on the Final Engineering Plans including an operable potable water and fire suppression system;
4. Completed all park improvements required to be installed by Developer as agreed upon between Developer and the Park District in their agreement dated: **INSERT DATE HERE**
5. No defaults of any obligations enumerated in the applicable Intergovernmental Agreements with the School Districts, Park District, and Fire Protection District;
6. Completion of construction of 75% of the units (52 units);
7. Maintenance by Developer of all state and local licenses in good standing;
8. Proof that Developer is current with all state and local tax obligations; and
9. Consistency with the Covenants and Agreements in Articles Five and the Representations and Warranties in Article Six; and

B. Credits for Expenditures. The City will accept documentation of expenditures by the Developer in advance of substantial completion of the Project. In order to receive such credits for the Incentive Amount, Developer shall satisfy the following conditions:

1. Developer has submitted to the City Engineer a disbursement request on a form reasonably acceptable to Developer and the City with respect to such portions.
2. Developer is not in default under this Agreement after expiration of all applicable cure periods.

3. The Developer shall, upon request by the City, provide the City with all documentation required to evidence the cost of the TIF Eligible Expenses, such records to include, but not be limited to, all contracts with general contractors and all subcontractors, contractors sworn affidavits, lien waivers, copies of checks and any other documentation specified by the City and/or in the possession of the Developer.
4. Developer shall provide evidence that there are no uncontested liens on either the Project or the Property, it being agreed that the Developer may contest any lien claims so long as such contest is in good faith and based on reasonable grounds.

C. It is understood and acknowledged by the Parties that the entire Project shall be substantially or fully completed prior to Available Incremental Property Taxes being available (see definition of “Substantial Completion” in Article Two).

D. Limited Obligation. The Developer acknowledges that all amounts due under the Notes shall be payable solely from the taxes collected and remitted to the City as set forth in this agreement, from Available Incremental Property Taxes as defined above. The Developer further acknowledges that the City’s obligations hereunder shall constitute limited obligations of the City and that said obligations do not now and shall never constitute a general indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the City or a charge against its general credit or taxing power.

4.5. Requests for Certificates of Disbursement.

Developer shall submit to the City not more frequently than once each calendar month a disbursement request for either payment or a Certificate of Disbursement of the costs of acquisition and of constructing those portions of the Eligible Improvements, for which expenditures have been made and which are identified on the Approved Plans for the Project. The City shall inspect each portion of the Eligible Improvements for which payment is requested and shall within 45 business days after submission of a disbursement request make its inspection and if the City confirms that the work for which payment is requested has been done shall execute and deliver to the Developer a written statement (Certificate of Disbursement) in which the City states it has inspected the work described therein and has approved payment therefore in the amount provided for in the disbursement request out of Incremental Property Taxes then available, if any. If in the City’s reasonable opinion any portion of the work is not in compliance with the applicable construction plans, the City shall within 45 business days after submission of the disbursement request notify the Developer in writing of the reasons why it believes that the work is not in compliance with the construction plans and why it is not approving a portion or all of the requested disbursement together with reasonably detailed explanations thereof. If within said 45 day period, the City disapproves in writing any of the work for which Developer has requested disbursement, then the Developer may resubmit to the City even if such resubmission is within the same month as the original submission and the process described above will be repeated. However, if the City fails to either approve or disapprove any of the work covered by the disbursement request as provided above within such 45 day period, the City shall be deemed to have approved the work and the Developer shall deliver a disbursement request with respect

thereto to the City and the Treasurer shall be deemed authorized to pay or direct the payment of said disbursement request.

4.6 Schedule of TIF Payments. The City agrees to pay the Incentive Amount to Developer to reimburse Developer for the principal and interest amounts of Redevelopment Project Costs, The Incentive Amount shall be payable solely from the agreed upon sources, including Available Incremental Property Taxes.

4.7 Sole Source of Funding. Available Incremental Property Taxes shall constitute the sole sources of funds available to satisfy the Incentive Amount. **The City shall be under no obligation to nor shall it impose any tax or make payments from any other source or fund in order to satisfy any of its obligations under this Agreement.** Developer acknowledges that the last year of reimbursements from the TIF District shall be July 12, 2044. this date is lesser of the expiration of the TIF or 20-years from the time of the issuance of the note or the last year that TIF Funds are available for distribution whichever shall be later.

4.8 City's Right to Use Excess Funds. Upon the City's satisfaction of its funding obligations to Developer pursuant to Sections 4.2 thru 4.4 of this Agreement the City shall be entitled to the exclusive use of any additional funds generated from the real estate tax increment to use as it sees fit for eligible expenses including reimbursing itself for the payments made hereunder (including interest at the same interest rate provided to the Developer herein).

ARTICLE FIVE

DEVELOPER'S COVENANTS AND AGREEMENTS

5.1 Developer's Redevelopment Obligations. Developer shall have the obligations set forth in this Article Five for the development, construction, financing, completion and furtherance of the Project.

5.2 Developer's Commitments.

A. As soon as reasonably practicable after the Effective Date or such other times as shall be reasonably required, the Developer shall acquire the Property and within ten (10) days thereafter provide the City (Attention Mr. Joe Wade) with (1) evidence of a deed or deeds conveying the Property to the Developer; and (2) a closing statement evidencing the purchase price for the conveyance of the Property to Developer executed by the parties to that conveyance; and (3) such other documentation pertaining to that conveyance as reasonably required by the City.

B. The Developer agrees to provide the appropriate amount of equity and senior construction financing necessary to complete the Project as defined above.

C. Obtain permits, enter into construction contracts and commence construction of the Project as soon as reasonably practicable after the Acquisition Date. Developer shall petition the City for all applicable approvals required for the construction

of the Project and any improvements in the public right of way including but not limited to: certificate(s) of appropriateness; zoning permit(s); building permit(s); sign permit(s); stormwater permit(s); demolition permit(s); driveway permit(s); curb cut permit(s) and any improvements in the public right of way controlled by the City to the extent required by other applicable approvals. Said petitions by Developer shall include making all submittal requirements in conformance with City policies, codes and ordinances. All documents and submittals shall adhere to all applicable codes and ordinances including but not limited to those listed in this Agreement. The City shall cooperate with Developer in approving necessary permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations, this Agreement and the plans.

D. Pay to the City the customary permit, inspection, review and tap-on fees for the Project in effect at the date of execution of this Agreement, unless such fees are subsequently reduced by the City, in which case the Developer shall only be required to pay the amount of such reduced fees. The City hereby agrees that Developer shall be obligated to pay impact fees, in connection with the development of the Redevelopment Project as follows:

1. School District 23-- only those school impact fees as identified in the IGA and no other school impact fees shall be assessed.
2. School District 214 -- only those school impact fees as identified in the IGA and no other school impact fees shall be assessed.
3. Park impact fees--in lieu of park impact fees Developer shall make the payments to the Park District for the Developer's Swap Parcel and assume certain improvement costs on the Park Property.
4. Fire Protection District -- only those fees as identified in the IGA and no other Fire Protection District impact fees shall be assessed.
5. In addition, Developer shall pay all building, permit, engineering, tap on, inspection fees, and other applicable fees that are assessed on a uniform basis throughout the City and are of a general applicability to other property within the City.
6. The City shall permit Developer to use the future revenues generated by the tax increment as security for the public improvements in lieu of the security required under the City's Codes.

E. Provide the City with copies of all required permits that are necessary for the stage of construction being undertaken, directions to proceed or other forms of authorization received from any unit of government or regulatory agency other than the City which are necessary in order to construct the project (or portions thereof). The City shall not be obligated to issue any permits or directions to proceed until all required permits for the stage of construction then being implemented from other governmental agencies have been received.

F. Promptly make all submissions, resubmissions and requests for consents and approval as herein contemplated so as not to hinder or delay the project.

G. Construct all site improvements, site preparation, all infrastructure, including sanitary sewer, water, storm sewer, streets, roads, driveways etc., including all customary improvements appurtenant thereto, storm water detention or retention facilities, parking facilities and all other buildings or improvements, necessary to construct the Project.

H. All improvements for which reimbursement is sought as Redevelopment Project Costs shall be constructed in a cost-efficient manner. Developer represents and warrants that the “Developer Pro-Forma Budget” attached hereto as **Exhibit G** is a reasonable estimate of the costs for the acquisition of the Property and the construction of the Project.

I. 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 in all respects with the provisions of all applicable federal, state and local laws, regulations and ordinances. All development and construction shall comply in all respects with the provisions in the Building, Plumbing, Mechanical, Electrical, Storm Water Management, Fire Prevention, Property Maintenance, Life Safety Zoning and Subdivision Codes of the City of Prospect Heights and all other germane codes and ordinances of the City in effect on the date that an application for a building permit and/or earth moving permit for such re-development or construction is filed, and during construction, except as otherwise provided herein and to the extent all such codes and ordinances are of general applicability to property within the City unless the same conflict with an express term of this Agreement.

J. 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 Limited Liability Company authorized to do business in Illinois so long as Developer maintains an interest in the Property, in the Project or has any other remaining obligation or rights pursuant to the terms of this Agreement.

K. Prior to the City’s execution of this Agreement provide the City with a certified copy of its Articles of Incorporation or Certificate of Organization containing the original certifications of the Secretary of State of its state of organization and Certificate of Good Standing from the Secretary of State of its State of organization qualified to transact business and the State of Illinois. The Developer shall at all times remain in good standing and authorized to transact business in the State of Illinois.

L. Prior to the City’s execution of this Agreement provide the City with the opinion of Developer’s counsel that the designated Developer representative is authorized to sign this Agreement and that said Agreement is validly enforceable, subject to any conditional review authorized by the City Council upon approval.

M. Provide all documentation reasonably required by the City's Chief Financial Officer necessary to complete the annual TIF report. Developer shall submit such documentation to the City during November for each year this Agreement is in effect, beginning with the calendar year 2022. At a minimum the documentation shall contain a report on real estate taxes paid in connection with the Property and such additional information as is required and necessary for the City to carry out the objectives of this Agreement, the Redevelopment Plan, the Redevelopment Property and the Act. Developer shall furnish information when that information is required by the City for the preparation and issuance of an appropriate disclosure document relating to any other obligations, the administration of the Redevelopment Property, its administration of the Redevelopment Plan, or other obligations issued pursuant to this Agreement, its obligations under this Agreement, its obligations under any statute, law, ordinance, resolution, rule, regulation or other legal requirement, to assure Developer's material compliance with any statute, law, ordinance, resolution, rule, regulation or other legal requirement, and/or to assure Developer's obligations under this Agreement. Developer shall provide such information to the City within a reasonable time after the City's request for such information. All information required to be disclosed shall be subject to "continuing disclosure" as required by the City or any applicable securities law or regulation.

N. Incorporate into its final design, the final subdivision approval entitlements.

O. Until the City issues a Certificate of Substantial Completion, Developer may not, without the City's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned:

1. Merge, liquidate or consolidate its development entities in a manner that would adversely affect its ability to finance the Redevelopment Project, other than adding or replacing joint venture partners or other parties providing equity financing;

Sell, lease or transfer the Redevelopment Project Site or all or substantially all of its ownership interest in the Property, other than to an entity wholly owned or controlled by or related to, or wholly owning or controlling, of the Developer and other than transfers to residential buyers in the normal course of business;

Enter into any transaction outside the ordinary course of business that would materially and adversely impact Developer's ability to finance the Redevelopment Project;

Assume or guarantee the obligations of any other person or entity that would materially and adversely affect Developer's ability to finance the Redevelopment Project;

Enter into a transaction that would cause a material and detrimental

change to Developer's financial condition; or

Transfer or assign the Redevelopment Agreement or any rights, duties or obligations to an unrelated party, without the City's express consent, which consent shall not be unreasonably withheld, until the Certificate of Substantial Completion is issued.

5.3 Indemnification. Developer agrees to indemnify, defend (with counsel reasonably acceptable to the City and, if the City's and Developer's interest are in conflict, the City will have the right to select its own counsel at Developer's expense) and hold harmless, the City, its elected and appointed officers, its boards, commission and committees, the members of such boards, commissions and committees, its employees, its representatives, its agents, its attorneys and its volunteers, and the successors, assigns, executors, administrators, heirs, beneficiaries, and legatees of the foregoing, individually and collectively, from any claims, lawsuits, damages, judgments, settlements or other liability which arise directly or indirectly from the entry of this Agreement, any actions contemplated or taken pursuant to this Agreement, any matters pertaining to the Property, and/or any activity occurring at the Property.. In the event that the City for itself or as indemnity is required to pay any amounts for any attorneys' fees, costs, expense, judgment or otherwise for which indemnification is required by the Developer, then said payments made by the City shall be deducted from any payments due to the Developer from the City. Nothing contained in this Agreement shall be deemed to constitute a waiver by the City of any immunity or privilege afforded by law including, but not limited to, the Illinois Governmental Tort Immunity Act.

5.4. Inspection Rights. Any authorized representative of the City shall have access to all portions of the TIF Eligible Expenses and the Property during normal business hours for the Term of the Agreement upon reasonable notice to Developer for the purpose of determining compliance with this Agreement.

ARTICLE SIX

REPRESENTATIONS AND WARRANTIES OF DEVELOPERS

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:

6.1 Organization and Authorization. Developer is duly organized and existing Limited Liability Company 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. Prior to execution of the RDA, Developer shall provide the City with evidence of its financial condition, a copy of the owner's title policy for the land underlying

the Project, UCC, tax and judgment searches, and an opinion of legal counsel as to its ability to enter into an RDA.

6.2 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 offering statements, 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.

6.3 No Gifts. Developer covenants that no officer, member, manager, 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.

6.4 Conflict of Interest Disclosure. Pursuant to Section 5/11-74-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City or of any City commission or committee exercising authority over the Project, the Redevelopment Property or the Redevelopment Plan, or any consultant hired by the City, in connection with the planning and preparation of the Redevelopment Plan or Project, owns or controls, has owned, controlled or will own or control any interest in the Developer, the Property or the Project. For purposes of this paragraph, the term "own" and "control" shall mean material ownership and control, not incidental or passive ownership of shares in any business or entity affiliated with Developer.

6.5 Financial Resources. Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement. Developer shall obtain all financing necessary to complete the Project.

6.6 Developer shall provide the City's Chief Financial Officer with an affidavit with supporting contractors' sworn statements attesting to the project cost expenditures.

6.7 Additional Developer Warranties:

A. There is no action, suit, investigation or proceeding pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has Developer received notice in respect of, nor does it have any knowledge of, any default

with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of Developer or the ability of Developer to perform its obligations under this Agreement.

B. Developer has not entered into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Developer will immediately notify the City of any and all events or actions, including, but not limited to, commencement of any administrative or judicial actions, which may materially and adversely affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or Project.

ARTICLE SEVEN

REPRESENTATIONS AND WARRANTIES OF THE CITY

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

7.1 Organization and Authority. The City is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

7.2 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 (i) have been duly authorized by all necessary corporate action on the part of the City, (ii) 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 (iii) 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.

7.3 Litigation. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the TIF District 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.

7.4 Timely Issuance of All Certificates. The City warrants that it will act promptly to issue all certificates identified in this Agreement including the Certificates of Substantial Completion, of Disbursement and of Occupancy and that the same shall not be unreasonably withheld.

7.5 City Cooperation with Developer's Lender. The City shall provide all documentation reasonably required by the Developer's Lender necessary to complete the financing of the Development.

ARTICLE EIGHT

EVENTS OF DEFAULT AND REMEDIES

8.1 Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

- The Developer fails to construct 75% of the units (52 units) by January 1, 2026
- Event of bankruptcy
- Event of foreclosure by any lender(s)

Developer further agrees to

A. If any 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 thirty (30) days after written notice from the City.

B. Default by Developer for a period of thirty (30) 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 Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice.

C. Default by Developer for a period of thirty (30) days after written notice thereof 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 such default cannot be cured within said thirty (30) days and the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.

D. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order that is not and in effect for a period of sixty (60) consecutive days.

E. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state

bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within sixty (60) consecutive days.

F. 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 thirty (30) days after written notice from the City.

G. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than one hundred and twenty (120) days for any reason other than: (i) Uncontrollable Circumstances or (ii) if Developer is ahead of its planned construction schedule.

H. 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 ninety (90) days after written notice from the City, remedy the default.

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

A. 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 thirty (30) days after written notice from Developer.

B. Default by the City 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.

C. 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 ninety (90) days after such notice, subject to Uncontrollable Circumstances.

D. Failure to have funds to meet the City's obligations, within thirty (30) days after written notice from Developer of such failure.

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

A. The defaulting Party shall, upon written notice as provided in Section 10.1 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 after receipt of the above notice, 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 ninety (90) days from the receipt of notice as provided in Section 10.1 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.

B. 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.

C. 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 periods provided in Sections 8.1, 8.2 and this Section 8.3, in addition to any other remedies at law or inequity, 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.

D. Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided by law, equity or this Agreement because of the default involved). A waiver made by any Party with respect to any specific default by any other Party under this Agreement must be expressly and specifically made in writing and shall not be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent expressly and specifically waived in writing.

E. In the case of an Event of Default by the Developer, the City reserves the right to terminate this Redevelopment Agreement upon written notice as provided in Section 10.1. The City further shall have the right to suspend payments on any obligations to the Developer and/or any subordinate notes. Provided that once the Series A Note is issued the City shall have no right to suspend the payment of the Series A Note.

F. In the case of an Event of Default by the developer that results in assignment of this agreement, the City shall retain the right to propose three (3) replacement/successor developers from which any financing entity can choose from.

8.4 Reimbursement of City for Legal Assumption of Defense of Third Party Lawsuit and Other Fees and Expenses.

A. The City shall be reimbursed from the TIF Fund for the following reasonable expenses of outside contractors and professionals incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Project and for all reasonable enumerated expenses and costs incurred by City in the administration of the Agreement, including and not limited to reasonable engineering fees, reasonable attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements, and the review and approval of any plats, easements or other documents related to the Project (all of the foregoing are referred to collectively as "City Expenses").

B. City Expenses shall be evidenced to the Developer (upon its request), by a sworn statement of the City.

C. Notwithstanding the immediately preceding paragraph, the sole source of payment for the City's expenses shall be from the TIF Fund.

D. 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, then, in that event, the Developer, on notice from City shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Neither Party shall make any settlement or compromise of the lawsuit or fail to pursue any available avenue of appeal of any adverse judgment, which would impose any liability on the other Party, without the prior approval of that Party.
2. 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 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.

3. To the extent permissible under the Act, the Developer shall be reimbursed for its legal expenses in defending such a third party lawsuit.

8.5 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.

8.6 Rights and Remedies Cumulative. Unless otherwise stated herein, 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.

ARTICLE NINE

EQUAL EMPLOYMENT OPPORTUNITY

9.1 No Discrimination. Developer will comply with all federal, state and local laws relating to equal employment opportunity as they relate to TIF Eligible Expenses.

9.2 Advertisements. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer in connection with the construction of TIF Eligible Expenses, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, national origin, or any other protected class under applicable federal, state and local laws or regulations..

9.3 Contractors. Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the construction of TIF Eligible Expenses shall contain language similar to that recited in Section 9.1 and 9.2 above.

9.4 Compliance with Law. Developer shall comply with all applicable federal laws, state laws and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

9.5 Prevailing Wage. Developers shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* in the construction of the public improvements they construct and convey to the City or other taxing district as “public improvements” pursuant to the Redevelopment Agreement. Developers agree to allow the City to review any and call contractual language

regarding prevailing wage and/or prevailing wage provisions prior to the execution of contracts for the construction of public improvements.

ARTICLE TEN

MISCELLANEOUS PROVISIONS

10.1 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: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to City: City of Prospect Heights
 Attention: City Administrator
 8 N. Elmhurst Road
 Prospect Heights, IL 60070

With a copy to: City of Prospect Heights
 Attention: City Clerk
 8 N. Elmhurst Road
 Prospect Heights, IL 60070

And:

If to Developer: Lexington Homes LLC
 1731 N. Marcey Street, Ste. 200
 Chicago, IL 60614

With a copy to: Lexington Homes LLC
 Attention: Nate Wynsma
 1731 N. Marcey Street, Ste. 200
 Chicago, IL 60614

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 (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

10.2 Time of the Essence. Time is of the essence of this Agreement.

10.3 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.

10.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

10.5 Recordation of Agreement. The Parties agree to record a memorandum of this Agreement in form and content mutually agreeable to the City and the Developer and executed by the Developer on the Acquisition Date in the appropriate land or governmental records. Developer shall pay the recording charges.

10.6 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.

10.7 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10.8 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.

10.9 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.

10.10 Limited Liability of City to Others for Developer's Expenses. Except as provided in this Agreement, the City shall have no obligation to make any payments to any person other than Developer, its permitted successors and permitted assigns, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials for the Project.

10.11 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.

10.12 Cooperation and Further Assurances. 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 approvals by the City in the future of the zoning, planned unit development and site plans for the Property and Project. Whenever any Party is required to take any action pursuant to the terms of this Agreement, including but not limited to giving any consent, such action shall not be unreasonably withheld or delayed.

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.

10.13 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns.

10.14 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.

10.15 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, its Mayor, any official, officer, partner, member, director, agent, employee or attorney of the City or Developer, in his or her individual capacity, and no 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.

10.16 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.

10.17 Term. This Agreement shall remain in full force and effect until December 31, 2044 or until all of the revenue stream from the TIF has been exhausted whichever is later provided, however, the Developer's construction obligations hereunder shall terminate pursuant to Certificates of Substantial Completion issued by the City and nothing herein shall prevent the City from terminating the TIF earlier in the exercise of its discretion provided that the Developer has been paid in full for all of the eligible expenses..

10.18 Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit

specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

ARTICLE ELEVEN

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to duly enacted City ordinance authorizing the execution of and adoption this Agreement (“Effective Date”).

SIGNATURES NEXT PAGES

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 PROSPECT HEIGHTS,
an Illinois municipal corporation

By: _____

Name: _____

Its: City Mayor

ATTEST:

By: _____

Its: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the Mayor of the City of Prospect Heights, 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 acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said City of Prospect Heights, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

**DEVELOPER:
LEXINGTON HOMES LLC**

By:_____

Name:_____

Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the Manager of **LEXINGTON HOMES LLC** 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 acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said City of Prospect Heights, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

**OWNERS OF "SCHOOL PROPERTY" AT
1001 OAK AVENUE, PROSPECT HEIGHTS,
IL 60070**

By: _____
Robert L. Bowie, as Trustee of the Robert L. Bowie
Revocable Trust dated September 8, 1995 as to an
undivided one-half interest

By: _____
Georgia G. Bowie, as Trustee of the Georgia G.
Bowie Revocable Trust dated September 8, 1995 as
to an undivided one-half interest

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that Robert L. Bowie, as Trustee of the Robert L. Bowie Revocable
Trust dated September 8, 1995 as to an undivided one-half interest, 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 acknowledged that he/she signed and delivered the said instrument as his/her
own free and voluntary act and as the free and voluntary act of said City of Prospect Heights, for
the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that Georgia G. Bowie, as Trustee of the Georgia G. Bowie
Revocable Trust dated September 8, 1995 as to an undivided one-half interest
, 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 acknowledged that he/she signed and
delivered the said instrument as his/her own free and voluntary act and as the free and voluntary
act of said City of Prospect Heights, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

APPENDIX

- Tax Increment Financing District Area – Ordinance #O-21-05: Exhibit D - Prospect Pointe/Muir Park Tax Increment Financing District Redevelopment Plan and Project, report has all the legal descriptions, maps, addresses and PIN #'s of the properties within the district in the
- Reserve at Muir Park Preliminary Plat of Subdivision – Haeger Engineering dated 9/17/2020
- Map & Legal Description
- Preliminary PUD Site Plan, prepared by Haeger Engineering dated 9/17/2020

EXHIBIT LIST

- Exhibit A – Redevelopment Plan and Project
- Exhibit B – Depiction of the Developer’s Swap Parcel
- Exhibit C - School Property, the Park Property, the Swap Parcels and the lots
- Exhibit D – TIF area Map and List of PINs
- Exhibit E – NONE LISTED
- Exhibit F – List of Eligible TIF Expenses
- Exhibit G - Developer Pro-Forma Budget

RESOLUTION NO. R-22-17

**A RESOLUTION OF THE CITY COUNCIL
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PROSPECT HEIGHT AND THE PROSPECT HEIGHTS
PARK DISTRICT REGARDING THE PROSPECT POINTE/MUIR PARK TAX
INCREMENT FINANCING DISTRICT**

WHEREAS, the City of Prospect Heights (the “City”) is a municipal entity duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Prospect Heights Park District (“Park District”) seeks to enhance the quality of life for all residents of the District through the development and maintenance of park lands and facilities, utilizing available resources, as well as to promote community involvement through a variety of recreation programs, educational opportunities and special events within the City of Prospect Heights; and

WHEREAS, the City is in the process of finalizing the details of the Prospect Pointe/Muir Park Tax Increment Financing District (the “TIF District”); and

WHEREAS, the Park District is a taxing district within the proposed TIF District, and as such has certain statutory rights with respect to the receipt of a percentage of the tax increment generated by the proposed TIF District; and

WHEREAS, an intergovernmental agreement between the City and Park District has been prepared in order to set forth the distribution of TIF funds and impact fees to the Park District; and

WHEREAS, the City and Park District are authorized by the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act to contract with each other;

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

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

Section 2: The City Council agrees that the intergovernmental agreement between the City and the Park District furthers the goals of both the City and Park District and is in the best interest of both parties.

Section 3: Any and all policies or resolutions of the City of Prospect Heights that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

Section 4: This Resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this 28th day of March, 2022

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF PROSPECT HEIGHTS AND THE PROSPECT
HEIGHTS PARK DISTRICT REGARDING THE PROSPECT
POINTE/MUIR PARK TAX INCREMENT FINANCING
DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is between the City of Prospect Heights (the “City”), and the Prospect Heights Park District (“Park District”). Individually, the City and the Park District shall be referred to in this Agreement as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City is pursuing and intends to further pursue, private and public investment, development and redevelopment of properties within the boundaries of the City and is currently focusing on the redevelopment of a site adjacent to and including Muir Park; and

WHEREAS, the City, to further such investment, development and redevelopment, may approve and create a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopt tax increment financing relative to the City’s proposed Prospect Pointe/Muir Park Tax Increment Financing District (the “TIF District”), which includes the property legally described and depicted in Exhibit A and Exhibit B, respectively, attached hereto and made a part hereof, in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“TIF Act”); and

WHEREAS, the City and a private developer known as Lexington Homes (the “Developer”) are negotiating the terms of a redevelopment agreement to redevelop the area including and adjacent to Muir Park within the TIF District (“Redevelopment Agreement”), including significant public and private investment and the construction of new residential buildings which have been planned to contain sixty nine (69), two (2) and three (3) bedroom

residential units and an enhanced and redesigned Muir Park (the “Project”) with such residential units anticipated to generate new residents and thus increasing the necessary capital and operational costs of the Park District; and

WHEREAS, the Park District has closely examined the establishment of the TIF District and the use of tax increment financing by the City within the TIF District, including pursuant to the Redevelopment Agreement, and has expressed views regarding the eligibility and feasibility of the use of tax increment financing, while the City believes there is no legitimate basis for the Park District withholding support and/or contesting the TIF District, and hence the City and Park District has resolved any differing perspectives between the Parties (“Resolution Issue”); and

WHEREAS, the Park District has agreed to fully support the establishment of the TIF District and the City’s use of tax increment financing within the TIF District provided the Parties enter into this Agreement and perform their respective obligations hereunder, and as such will refrain from withholding its support and/or contesting the establishment of the TIF District and the City’s use of tax increment financing within the TIF District; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other units of local government; and

WHEREAS, Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), authorizes municipalities to enter into agreements with overlapping taxing bodies necessary or incidental to

implementing or maintaining a tax increment financing redevelopment plan and/or project; and

WHEREAS, the Parties desire to resolve the issues presented by the Resolution Issue pursuant to the terms of this Agreement;

WHEREAS, the Park District and Developer have entered a separate agreement whereby the Developer, in exchange for financial considerations, has purchased property from the Park District for the purpose of furthering its development; and

WHEREAS, the Parties and Developer have determined that it is in their respective best interests, and the best interests of their constituents, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated herein by reference as though fully set forth herein.
2. **DEFINITIONS.** The following words and phrases in this Agreement have the following meanings, whether the words and phrases are used in the singular or plural:
 - a. “The Purchaser” means Lexington Homes.
 - b. “Adjacent Property” means the 5.22 acres+/- lying immediately north of the Property, which Purchaser has under contract to purchase.
 - c. “Adjacent Trade Parcel” means a 0.62345 acre +/- parcel lying within the Adjacent Property which is legally described on Exhibit C and depicted on Exhibit D as “Swap Lot ‘A’”.
 - d. “Incremental Property Taxes” means that portion of the *ad valorem* real estate

taxes, if any, arising from the taxes levied upon equalized assessed valuation (“EAV”) classified as residential at the Project, which are attributable to the increase in the EAV of the Project in question over and above the EAV of the Project in question at the time of the formation of the TIF District, all as reported by the Cook County Clerk, pursuant to and in accordance with the TIF Act and the ordinances creating the TIF District.

- e. “Intends” means a Party shall use its reasonable good faith efforts to comply with the obligation or covenant to which the word “intends” relates.
- f. “Property” means a 0.62345 acre +/- parcel lying within the land commonly known as Muir Park legally that is described on Exhibit C and depicted on Exhibit D as “Swap Lot ‘B’”, together with all improvements, rights, easements and interests appurtenant thereto.
- g. “Shall” means a Party is required to comply with the obligation or covenant to which the word “shall” relates.

3. **CITY OBLIGATIONS.** Provided the City approves the Prospect Pointe/Muir Park Redevelopment Agreement is approved by the City Council and the Developer:

- a. The City shall:
 - i. Include in the Redevelopment Agreement a requirement that the Developer pay the Park District \$13,000 per unit, with a total contribution not to exceed \$897,000.00.
 - ii. The process for the Park District to receive payment and the Developer to receive building permits shall be as follows:
 - 1. The Developer will complete a City Application for Permit.

2. The City will review and approve the Application pursuant to the City's permitting procedures.
 3. The City will notify the Developer and the Park District of Permit approval (to include building number, address, and number of units) via email.
 4. The Park District will accept payment (\$13,000 per unit) directly from Developer, either via checks payable to Prospect Heights Park District or wire transfer.
 5. Upon receipt of payment, the Park District will issue receipt of funds to Developer and the City via email.
 6. The Developer completes the permit process and payment of City fees at City Hall.
 7. The City issues Developer the applicable permit.
- b. The City's obligations shall be contingent on the Redevelopment Agreement between the City and Developer. The City's obligations under this agreement shall be nullified in the event the City and Developer do not enter into a Redevelopment Agreement, or, if for any reason, the Developer breaches or otherwise does not fulfill its obligations under the Redevelopment Agreement.
- c. The City acknowledges the Park District and Developer have entered into a separate agreement to which the City is not a party. However, the City acknowledges the Developer has secured from the City the establishment of a TIF District which includes the Property and the Adjacent Property. The Developer is in the process of securing the City's approval of a redevelopment agreement which

provides for the reimbursement to the Developer of its eligible development costs from the real estate tax increment realized from the redevelopment of the Property and the Adjacent Property.

- d. Special Service Tax Area - The City will also include within the Redevelopment Agreement that the Developer establish with the City a back-up dormant special service area pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq* that pledges exclusively the Adjacent Property as security for the payment of any liens imposed by the City in connection with the maintenance and repair of *inter alia* the Detention Basin located on the Adjacent Trade Parcel and the Parking Facilities located on the Property.

4. **PARK DISTRICT OBLIGATIONS AND COVENANTS.** Regarding the TIF District, the Park District:

a. **The Park District:**

- i. Shall not file litigation to challenge, or otherwise challenge, contest or dispute, the validity or enforceability of ordinances adopted by the City in furtherance of the establishment and implementation of the TIF District, the Redevelopment Agreement, or the City's or Developer's actions related to the TIF District and/or the Redevelopment Agreement, other than in connection with a breach of this Agreement. The Park District further waives any claim with respect to any other Contribution for Park District Purposes as a condition of approval of a final plat of subdivision or of a final plat of a planned unit development.
- ii. Perform all obligations under the Purchase and Sale Agreement between the Park District and Lexington Homes, LLC.

- iii. Ensure that all funds facilitated by this agreement are exclusively used to complete the Park Improvements as outlined in the Purchase and Sale Agreement between the Park District and Lexington Homes, LLC.

5. **MUTUAL OBLIGATIONS.** After the Effective Date (as hereinafter defined):

- a. The Parties shall meet and confer at the request of any Party regarding this Agreement and any matter related to this Agreement.
- b. No Party shall initiate legal action in court against another Party regarding this Agreement or any matter related to this Agreement without first participating in good faith meet and confer in an attempt to resolve any and all issues.

6. **CONSENT, APPROVAL AND WAIVER.** A Party may consent to different terms than set forth in this Agreement, approve any matter which this Agreement allows a Party to approve of, or waive any of its rights under this Agreement. A Party's consent, approval or waiver shall be made in writing, be signed by the chief administrative officer of the Party, or his or her designee, and sent to the other Party.

7. **SUCCESSORS.** This Agreement shall be binding upon the Parties hereto, Developer and their successors (including, without limitation, successor corporate authorities of the City, the Park District, and the Developer).

8. **INTEGRATION.** This Agreement represents the entire agreement between the City and the Park District regarding the subject matters hereof. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law. No express or implied covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral

negotiations not contained in this Agreement are of no force or effect whatsoever. In signing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party hereto or the agents, representatives, or attorneys or any Party with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

9. RELEASES AND WAIVERS.

- a. Except for obligations arising under this Agreement, the Park District, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Resolution Issue on behalf of the Park District unconditionally release and forever discharge the City, Developer, and their respective agents, employees, partners, members, elected and appointed officials, and attorneys, who are liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by the Park District related to the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given by the Park District herein includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement.
- b. Except for obligations arising under this Agreement, the City, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Resolution Issue on behalf of the City

unconditionally release and forever discharge the Park District, and their agents, employees, elected and appointed officials, and attorneys, who are liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by the City in the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given by the City herein includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement.

10. **SEVERABILITY AND NO WAIVER.** If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement. The failure of any Party to enforce any provision in this Agreement shall not be construed as a waiver of any such provision or prevent such Party thereafter from enforcing such provision or any other provision of this Agreement.
11. **EFFECTIVE DATE.** This Agreement shall be effective on the date the last of the Parties executes this Agreement (the "Effective Date").
12. **LIMITED JOINDER.** Developer joins this Agreement for the sole and limited purpose of confirming Developer's agreement to pay the sums specified in Section 3(a) of this Agreement pursuant to the terms of the Redevelopment Agreement.
13. **TERM.** This Agreement shall remain in effect until the dissolution of the TIF District or

until such other time as the Parties may mutually agree in writing.

14. **COUNTERPARTS.** This Agreement may be executed by the Parties in multiple counterparts which, when taken together, shall be deemed on and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officials.

**CITY OF PROSPECT HEIGHTS, Cook
County, Illinois**

**PROSPECT HEIGHTS PARK DISTRICT,
Cook County, Illinois**

By: _____
Acting Mayor

By: _____
Executive Director

Attest: _____
Clerk

Attest: _____
Secretary

Date: _____

Date: _____

LIMITED JOINDER

The undersigned, being the owner or contract purchaser of certain properties proposed to be included in the Prospect Pointe/Muir Park TIF District, in consideration of the Park District's covenants contained in Section 4 of this Agreement and the release contained in Section 9(a) of this Agreement, do hereby join in the execution of this Agreement to confirm their agreement to pay the sums specified in Section 3(a) of this Agreement pursuant to the terms of the Redevelopment Agreement.

Signed this ____ day of _____, 2022.

EXHIBIT A

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND WEST HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 15, TOWNSHIP 42, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF OAK AVENUE AND THE SOUTH LINE OF DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS, BEING A SUBDIVISION PER DOCUMENT 16245157; THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF LOT 3 IN SAID DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS; THENCE NORTH ALONG SAID WEST LINE AND NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF DRAKE TERRACE; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE AND EXTENSIONS THEREOF OF LOT 16 AND LOT 31 IN SAID DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF PROSPECT DRIVE; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINES AND EXTENSIONS THEREOF OF LOTS 47 THRU 52 IN GLENDRAKE, BEING A SUBDIVISION PER DOCUMENT 16632601; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF ELEANOR DRIVE; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID WEST HALF OF NORTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF POLO RUN UNIT TWO, BEING A SUBDIVISION PER DOCUMENT 86110531; THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF PLEASANT RUN SUBDIVISION, BEING A SUBDIVISION PER DOCUMENT 21809018; THENCE NORTHERLY AND WESTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFORESAID DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS AND POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

EXHIBIT B

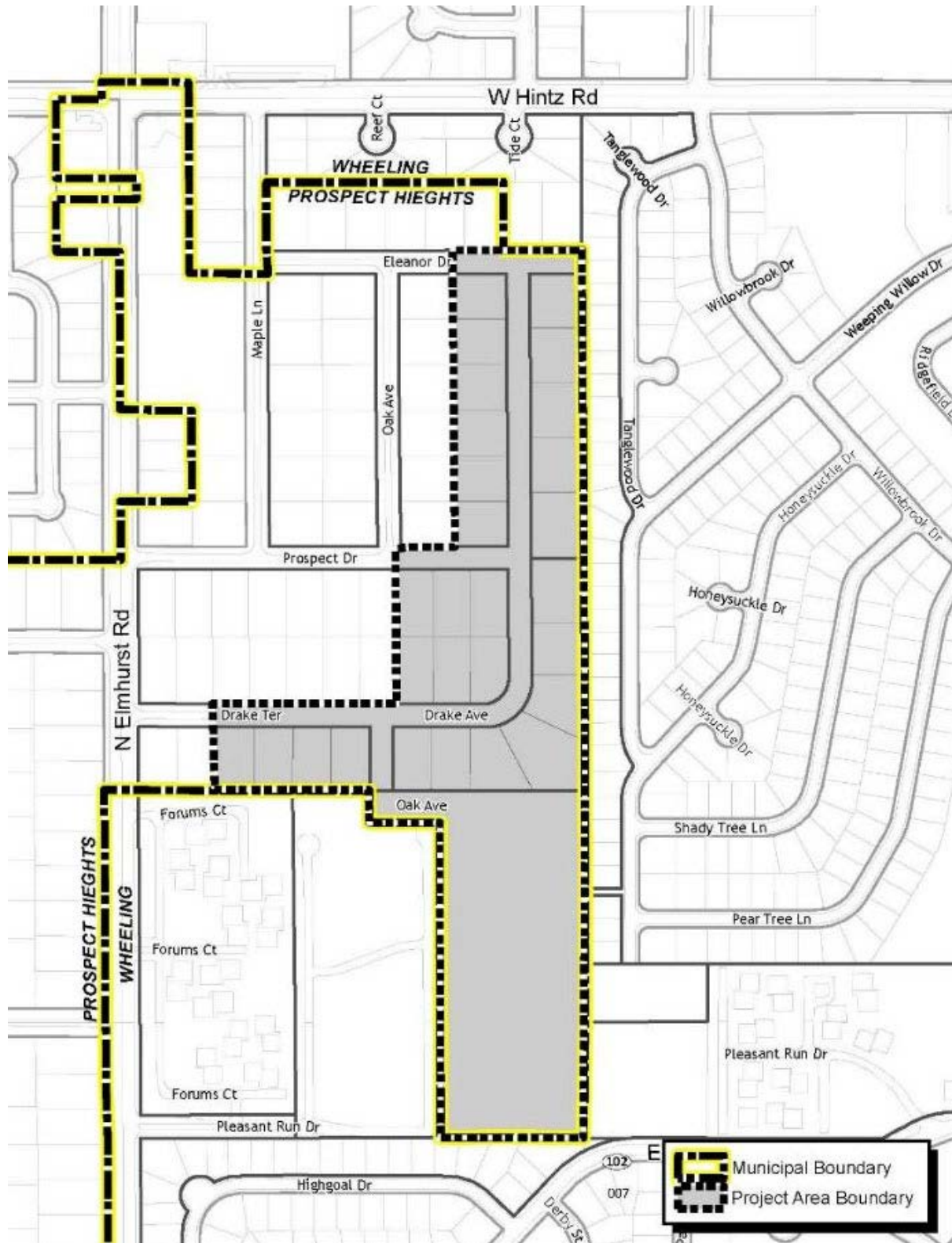


EXHIBIT C

Plot Date: 01/18/2017 12:12pm Plotter: J. J. J. File Name: P:\018\82-02\Drawings\018-82-02-Swap-Parcel-Exhibit.dwg

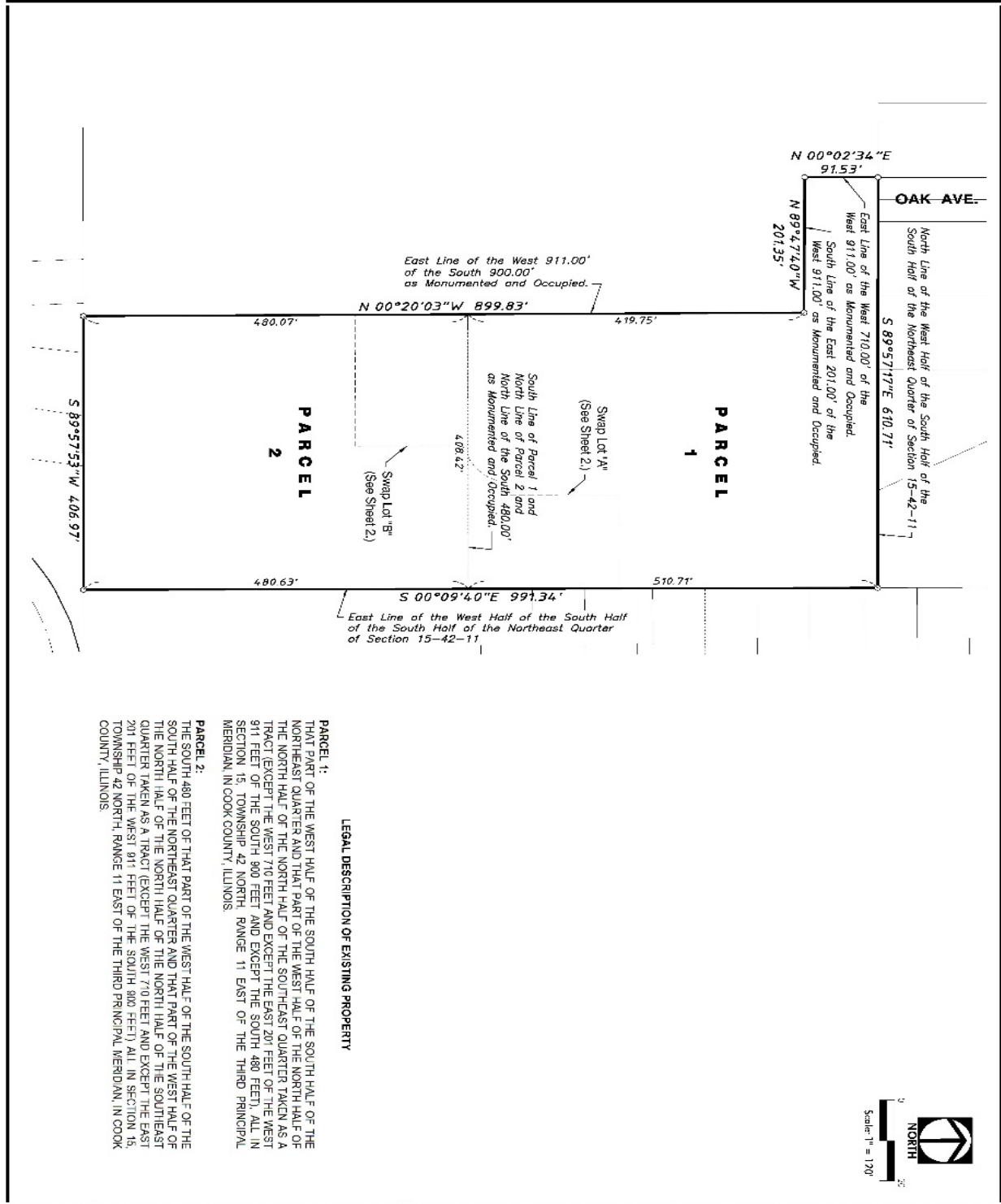
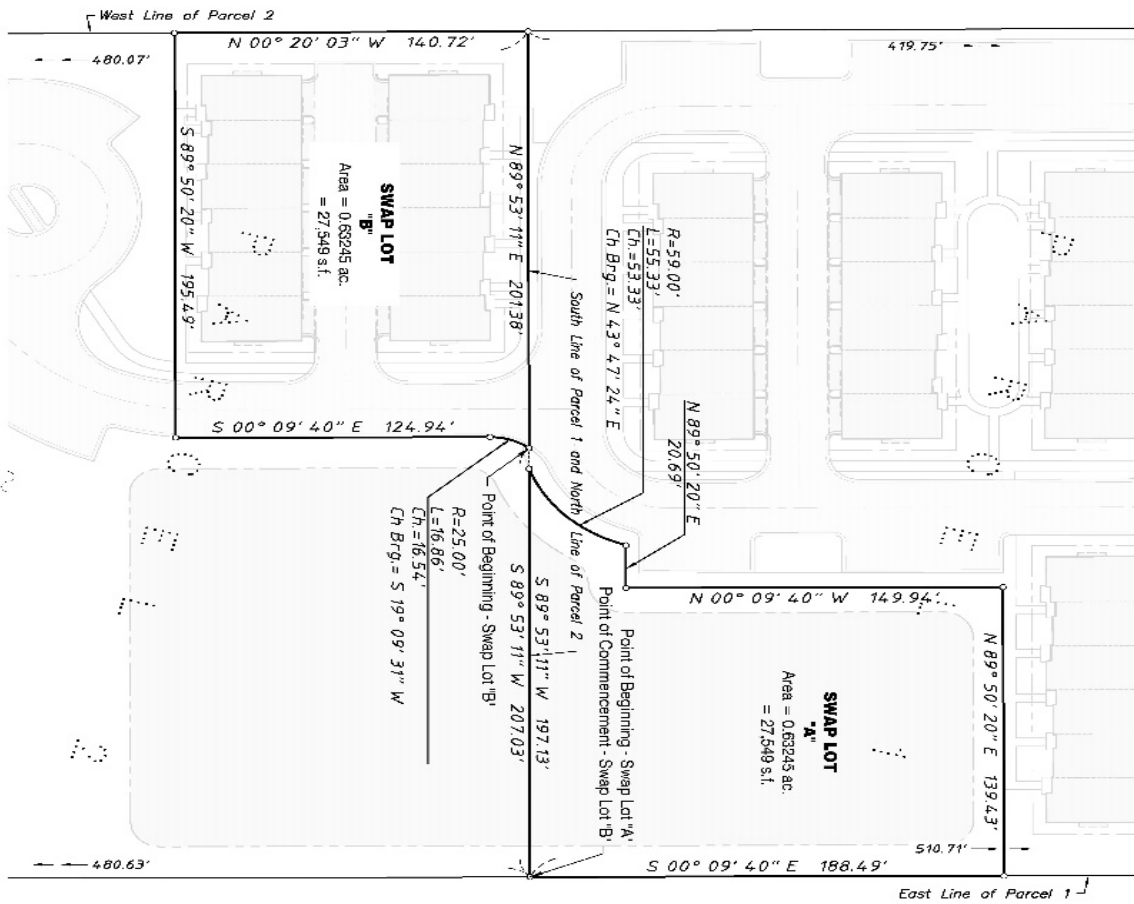


EXHIBIT D

Plot Date: 01/13/2020 12:20pm Plotter: J. S. S. Project: 18-210 Prospect Pointe, Cook County, IL



LEGAL DESCRIPTION OF SWAP LOT "A" AND SWAP LOT "B"

SWAP LOT "A"
PROPOSED PARK DISTRICT PROPERTY FROM LEXINGTON

THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE NORTH-EAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH-EAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 811 FEET OF THE SOUTH 800 FEET) AND EXCEPT THE SOUTH 480 FEET, ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE AFORESAID TRACT, THENCE SOUTH 89 DEGREES 53 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, 197.13 FEET, THENCE NORTHEASTERLY 53.33 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET, CHORD OF 53.33 FEET AND CHORD BEARING OF NORTH 43 DEGREES 47 MINUTES 24 SECONDS EAST, THENCE NORTH 89 DEGREES 50 MINUTES 20 SECONDS EAST, 20.09 FEET, THENCE NORTH 00 DEGREES 09 MINUTES 40 SECONDS WEST, 149.94 FEET, THENCE NORTH 89 DEGREES 50 MINUTES 20 SECONDS EAST, 139.43 FEET TO THE EAST LINE OF AFORESAID TRACT, THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE, 188.50 FEET TO THE POINT OF BEGINNING.

SWAP LOT "B"
PROPOSED LEXINGTON PROPERTY FROM PARK DISTRICT

THAT PART OF THE SOUTH 480 FEET OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH-EAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH-EAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET) ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID TRACT, THENCE SOUTH 89 DEGREES 53 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT, 207.03 FEET TO THE POINT OF BEGINNING, THENCE SOUTHWESTERLY 16.88 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET, CHORD OF 16.88 FEET AND CHORD BEARING OF SOUTH 19 DEGREES 09 MINUTES 31 SECONDS WEST, THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST, 124.94 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 20 SECONDS WEST, 195.49 FEET TO THE WEST LINE OF AFORESAID TRACT, THENCE NORTH 00 DEGREES 09 MINUTES 40 SECONDS WEST ALONG SAID WEST LINE, 140.72 FEET TO THE AFORESAID NORTH LINE, THENCE NORTH 89 DEGREES 53 MINUTES 11 SECONDS EAST ALONG AFORESAID NORTH LINE, 201.38 FEET TO THE POINT OF BEGINNING.



SWAP PARCEL EXHIBIT
PROSPECT POINTE

HAEGER ENGINEERING
consulting engineers • land surveyors

106 Pace Blvd., Glenview, Illinois 60025-1000
Tel: 847.884.3300 Fax: 847.884.3300

Illinois Professional of Design Firm License No. 187-022152
www.haeger-engineering.com

CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

No. Date Revision

Project: 18-210
Drawing: 18-210
Date: 2/13/2020
Project No.: 18-210
Sheet: 2

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into effective as of the Effective Date (hereinafter defined) between PROSPECT HEIGHTS PARK DISTRICT, (“Seller” or “Park District”) and LEXINGTON HOMES L.L.C., an Illinois limited liability company, its direct or indirect subsidiaries or assignees (“Purchaser” or “Developer”).

WHEREAS, Purchaser desires to obtain a certain parcel of real property (defined below as the “Property”) from the Seller and, to induce Seller to convey the Property, Purchaser is offering to exchange a parcel of real property as authorized by 70 ILCS 1205/10-7(b) together with other terms and incentives, all as set forth below; and

WHEREAS, in consideration of the terms set forth herein, Seller is willing to consider the exchange of parcels of real property as authorized by 70 ILCS 1205/10-7(b) and has therefore obtained the necessary appraisals of the parcels to be exchanged, found that the exchange of parcels fulfills the statutory requirements, published the required statutory notices, and held the required public meeting; and

WHEREAS, Seller has secured from the Illinois Department of Natural Resources (“IDNR”) the necessary authority to permit Seller to convey the Property to Purchaser; and

WHEREAS Seller has otherwise satisfied the state requirements including providing the required notices, holding the necessary public hearings and adopting the necessary ordinances and/or resolutions to comply with state law to convey the Property to Purchaser.

WITNESSETH:

This Agreement constitutes the entire agreement of Seller to sell and Purchaser to buy all of Seller’s right, title and interest in and to the Property, as that term is defined in Section 1 of this Agreement. The recitals set forth above are incorporated herein and made a part of this Agreement.

In consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. **Certain Defined Terms**. As used herein, the following terms shall have meanings set forth opposite such terms:

1.1 **“Adjacent Property”**: The 5.22 acres+/- lying immediately north of the Property, which Purchaser has under contract to purchase.

1.2 **“Adjacent Trade Parcel”** A 0.62345 acre +/- parcel lying within the Adjacent Property which is legally described on **Exhibit A** and depicted on **Exhibit B** as “Swap Lot ‘A’”.

1.3 “**Closing Date**”: Thirty (30) days following the expiration of the Contingencies Period or such other date as agreed by Seller in writing.

1.4 “**Effective Date**”: The date on which this Agreement has been fully executed and delivered, as noted on the signature page of this Agreement.

1.5 “**Property**”: A 0.62345 acre +/- parcel lying within the land commonly known as Muir Park legally that is described on **Exhibit A** and depicted on **Exhibit B** as “Swap Lot ‘B’”, together with all improvements, rights, easements and interests appurtenant thereto.

1.6 “**Purchase Price**”: (i) Eight hundred thousand ninety seven and No/100 Dollars (\$897,000) payable in installments \$13,000 per unit upon issuance by the City of Prospect Heights of a building permit for each of the 69 townhome units (it is anticipated that building permits will be issued for multiple units); (ii) unencumbered fee simple title to the Adjacent Trade Parcel identified on **Exhibit B**; (iii) Developer’s assumption of all of the costs in connection with the improvements identified as Developer’s Responsibility on attached **Exhibit C** (all subject to final engineering approval) which includes:

- Clearing;
- Demolition of existing paths, fences, ball diamond, scoreboard, bleachers, benches and all other above ground improvements;
- Stripping topsoil and stockpiling for respread;
- Mass grading;
- Construction of underground storm sewer improvements (as identified on **Exhibit C**) (The main storm sewer improvements will be the responsibility of the Developer; the Park District will tie under-drainage from the play area into the catch basin in the center of the site as determined in final engineering;
- Construction of storm water management facility including all structures and landscaping related to the facility;
- Installation of concrete curbs on roadway and parking lot only);
- Installation of asphalt drive and all related r.o.w. improvements;
- Installation of parking lot including final surface course of asphalt, parking striping, etc.; and
- Installation of concrete sidewalk adjacent to parking lot illustrated on **Exhibit C**;

(Collectively, “In-Kind Improvements”)

(iv) Assumption of the Park District's third-party out-of-pocket costs (i.e. consultants, legal, application, design, permit and construction, etc.) up to and including the date of the execution of this Agreement and (v) Purchaser’s and its Assignee’s (i.e., the Homeowner’s Association for the 69 unit development on the Adjacent Property) undertaking the perpetual responsibility for maintaining and repairing the Detention Basin and the Parking Facilities as identified on **Exhibit F**; (vi) a permanent easement across the Parking Facilities and its access drive in favor of the Prospect Heights Park District and/or the public for use of the Parking Facilities when visiting Muir Park in the form set forth on **Exhibit G**.

1.7 **“Surviving Obligations”**: The indemnity and other obligations of Purchaser in this Agreement, which explicitly specify that such obligations shall survive the Closing and any termination of this Agreement shall do so.

1.8 **“Title Company”**: Chicago Title Insurance Company, 10 S. LaSalle Street, Suite 3100, Chicago, Illinois, Attention: Krystina Cozzie.

2. **Sale and Purchase.**

2.1 Purchaser’s proposed development of the Adjacent Property necessitates the purchase of the Property.

2.2 Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price the Property subject to the terms and conditions herein set forth, title in fee simple to the Property which, together with the Adjacent Property is being acquired by Purchaser for the development of a 69-unit townhouse development to be constructed upon the Property and Adjacent Property.

2.3 **Purchase Price.** The price and other consideration defined above is the Purchase Price which Seller agrees to sell the Property to Purchaser, and which the Purchaser agrees to pay to Seller, subject to the terms hereof.

2.4 **Installment Payments.** A \$13,000.00 installment payment shall be made as a condition to the issuance of a building permit for each unit by the City. Said installment payment shall be deposited in an escrow under the joint control of the Park District and the City as per their intergovernmental agreement and shall be used by the Park District at their discretion, provided that the improvements identified on **Exhibit D** are installed on the reconfigured Muir Park. The funds in the Escrow shall first be used to pay the costs and expenses incurred by the Park District in fulfilling the Park District’s obligations to make the improvements for which the Park District is responsible as set forth in **Exhibit D, (“Park District Improvements”)** (provided that the Park District shall not be obligated to spend more than \$397,000.00 on said improvements) and otherwise fulfilling its corporate purposes.

2.5 **Security.** To secure the payment of the Purchase Price as set forth in the Agreement, Lexington pledges to the Park District a bond or other bank security instrument in the amount of \$250,000.00 to secure the completion of the In-Kind Improvements as defined above and the Payment of the \$13,000.00 per building permit, in cash, for the units of at least the first 6 buildings that Lexington has committed to build (“Security”). Said Security shall be delivered to the Park District to guaranty the completion of the In-Kind Improvements and the Payment of the \$13,000 per building permit for the first 6 buildings. On the condition that the In-Kind Improvements are completed, the \$250,000.00 shall begin to be drawn down beginning upon the issuance of the building permits for the 4th building. The \$250,000.00 shall be drawn down by the amount of the building permit payments. Upon the Park District’s receipt of a total of \$250,000 in building permit fees--beginning with the 4th building the security--shall be exhausted.

The payment of the Purchase Price is further secured by this written commitment that Lexington shall pay and the City shall collect in connection with the issuance of building permits a \$13,000.00 installment payment which amount shall be placed in an escrow under the ~~exclusive~~ joint control of the Park District and the City pursuant to the terms of the intergovernmental agreement between them. Upon the completion of the Park Improvements the escrow shall be under the exclusive control of the Park District. Said \$13,000.00 payment per building permit shall be a continuing obligation of whomever owns the Adjacent Property (as defined in the Agreement) until the entire \$897,000 in such fees is paid to the Park District. This commitment herein shall likewise be recorded and shall further be memorialized in an intergovernmental agreement the City shall enter into with the Park District.

2.6 No Earnest Money. Seller acknowledges that Purchaser shall not be required to deposit any earnest money because of the substantial expenditures that Purchaser is undertaking and assuming in connection with securing IDNR approval, zoning approval, TIF approval and other Governmental Approvals (defined below) and for assuming *inter alia* other costs normally assumed by the Seller including the cost of preparing a survey.

2.7 Closing Escrow. The closing of this transaction shall be accomplished through a New York Style escrow with Title Company acting as escrowee. The parties hereby authorize their attorneys to establish the escrow. If there is any conflict between the terms of the escrow agreement and the terms of this Agreement, the terms of this Agreement shall control.

2.8 Post Closing Agreements. The Seller and Purchaser shall enter into post-closing agreement which address *inter alia* the extent of Developer's responsibility for the storm sewer work including the termination point of Purchaser's obligation and the extent of the stockpiling.

2.9 Unwinding of this Agreement. In the event that Purchaser does not commence construction of the In-Kind Improvements on or before July 1, 2023 the swap shall be unwound and the original parcels shall be returned to their original owners or successors in interest.

3. Title and Survey. Seller shall, at Buyer's sole cost and expense, obtain and deliver to Purchaser for Purchaser's review within twenty (20) days of the Effective Date a commitment for an ALTA owner's policy of title insurance along with a copy of each instrument listed as an exception thereon (the "Title Commitment") on the Property issued by the Title Company and the Existing Survey (hereafter defined). Purchaser shall have the right to obtain, at its sole cost and expense, any desired endorsements to the Title Commitment which are available, at Purchaser's cost. Purchaser shall obtain within thirty (30) days of the Effective Date a current/updated ALTA Survey (the "Survey") for the Property and Adjacent Trade Parcel. Purchaser shall have until the date which is fifteen (15) days after receipt of the Title Commitment and Survey (such date being referred to as the "Title Review Date") for examination of Title Commitment and Survey and the making of any objections thereto, said objections to be made in writing and delivered to Seller on or before the Title Review Date. If Purchaser shall fail to make any objections on or before the Title Review Date, Purchaser shall be deemed to have accepted all exceptions to the Title Commitment and the form and substance of the Survey and all matters shown thereon; all such exceptions and matters and any exceptions or matters caused by or through Purchaser shall be

included in the term “Permitted Exceptions” as used herein. If any objections to the Title Commitment or Survey are made on or before the Title Review Date, then Seller shall have the right, but not the obligation, to: (a) cure (by removal, endorsement or otherwise) such objections on or before the Closing Date except liens or encumbrances of a definite ascertainable amount which Seller shall be obligated to remove and satisfy on or before the Closing Date or (b) terminate this Agreement by giving notice to Purchaser. If no such notice from Seller concerning such election is received by Purchaser by such date, then Seller shall be deemed to have elected not to cure any such objections. If this Agreement is not so terminated by Seller, and any such objections are not cured by Seller by the scheduled Closing Date, then Purchaser may as its option and remedy therefor, elect to either: (a) waive such objection(s) and consummate the transaction contemplated by this Agreement without adjustment to the Purchase Price; or (b) terminate this Agreement and neither party shall have any further obligations to the other party except for the Surviving Obligations.

4. **Delivery and Review of Documents and Property Information.** Seller has delivered or, within five (5) business days after the Effective Date, shall deliver to Purchaser or make available for review by Purchaser, at Seller’s office any documents in Purchaser’s possession related to the Property, including: all files, management reports, books and records relating to the Property, if any, in Seller’s possession, the current plat of survey (“Existing Survey”), title commitment, soils and environmental conditions reports, wetland delineation survey and report, engineering, planning and zoning information and all other documents related to planning, zoning and development of the property in Seller’s possession, if any. The documents described in this Section 4 are herein collectively called the “Documents”, and the information contained in the Documents is herein called the “Property Information”. Seller provides the Documents without representation or warranty as to accuracy.

5. **Access and Cooperation.** Purchaser, its agents, representatives and employees may make tests, inspect and audit the Property for such purposes as Purchaser may require. Seller shall provide Purchaser and its representatives full and complete access to the Property. Seller agrees to cooperate with Purchaser to ensure that all material facts and circumstances concerning the subject matter of the investigations and inspections are made known to Purchaser. Purchaser shall cause its representatives that enter the Property to provide Seller with a certificate of insurance naming Seller as the certificate holder and additional insured and evidencing general liability coverage in the minimum amount of \$1 million to cover bodily injury, death, and property damage. Seller shall support and cooperate with Purchaser, at no material expense or liability to Seller, to facilitate the tests.

6. **Contingencies.** Purchaser’s obligation to pay the Purchase Price is subject to satisfying the following contingencies:

6.1. **Land Use Entitlements.** Purchaser obtaining from the City of Prospect Heights, Illinois (“City”) on the Property and the Adjacent Property the necessary zoning relief and other approvals required for a 69 unit townhouse development, including without limitation, an amendment to the City’s Comprehensive Plan, if required (“Comprehensive Plan Amendment”), a duly-enacted final planned unit development ordinance (“PUD”) for a change in the zoning to allow for a 69 unit townhouse development on the Property and Adjacent Property;

and City approval of a recordable plat of subdivision to be recorded against the Property at Closing, which plat of subdivision shall subdivide the Property and the Adjacent Property consistent with **Exhibit B**.

6.2 **Tax Increment Finance District (“TIF District”).** The Purchaser has secured from the City the establishment of a TIF District which includes the Property and the Adjacent Property. Purchaser is in the process of securing the City’s approval of a redevelopment agreement which provides for the reimbursement to Purchaser of its eligible development costs from the real estate tax increment realized from the redevelopment of the Property and the Adjacent Property.

6.3 **Concurrent Closing.** Purchaser is prepared to close the purchase of the Adjacent Property and the Seller of the Adjacent Property has not objected to selling the Adjacent Property to Purchaser and is ready willing and able to convey the Adjacent Property to Purchaser. The closing of the sale of the Property and the Adjacent Property shall be a condition concurrent to Seller’s and Purchaser’s obligations to proceed and perform under this Agreement (“Concurrent Closing Condition”).

(Collectively the approvals identified in subsections 6.1 thru 6.3 inclusive are referred to as “Contingencies”).

6.4. **Time to Satisfy Contingencies.** Purchaser shall have 366 days (one year) (“Contingencies Period”) from the Effective Date as may be extended by the mutual agreement of the Parties to satisfy the Contingencies. Other than the testing identified in Section 5, Purchaser and its agents shall make no alteration to the Property during the Contingencies Period without the express written consent of Seller.

6.5. **Notice of Termination.** If prior to the expiration of the Contingencies Period, Purchaser determines that it is unable to satisfy the Contingencies, it shall give notice of termination to Seller and restore any alterations made to the Property. In the event that Purchaser does not give such Notice to Seller within the requisite period, the Contingencies shall be conclusively deemed to have been satisfied or waived by Purchaser, and Purchaser shall thereupon be required to perform all of Purchaser’s remaining obligations hereunder.

6.6. **Purchaser’s Exercise of Sole Discretion on Terms of Contingencies/Not Applicable to Property Until Acquired by Purchaser.** The parties acknowledge that the substantive content of the Comprehensive Plan Amendment, PUD and establishment of the TIF District by the City, individually and collectively (“City Approvals”), shall be determined by negotiation between the Purchaser and the City. The content and acceptability of the City Approvals shall be determined at the sole discretion of Purchaser; however, the City Approvals shall only become effective and binding upon the Property no earlier than Purchaser’s acquisition of title to the Property.

7. **Additional Consideration to Seller.**

7.1. **Purchasers Covenant to Construct the Parking Facilities and Detention Basin and Covenant to Perpetual Maintenance and Repair.** As a condition to Closing, Purchaser shall record a covenant and restriction running to the benefit of Seller that shall be recorded against the Adjacent Property and the Property that shall bind and encumber the Developer and the successor HOA to assume all of the costs of maintaining and repairing the Detention Basin and the Parking Facilities. Purchaser's and its successor HOA's obligation to maintain the Parking Facilities and Detention Basin is conditioned upon the Park District not barricading, fencing or otherwise interfering with HOA access to and use of the Parking Facilities or Detention Basin. Seller agrees to execute an easement in favor of the Developer and its successor HOA across the Adjacent Trade Parcel for purposes of maintaining the Detention Basin.

7.2. As a condition to closing, Purchaser shall have established with the City a back-up dormant special service area pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq* that pledges exclusively the Adjacent Property as security for the payment of any liens imposed by the City in connection with the maintenance and repair of *inter alia* the Detention Basin located on the Adjacent Trade Parcel and the Parking Facilities located on the Property.

8. **Closing.** The Closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur on the Closing Date. Time is of the essence with regard to the Closing Date. The Closing shall occur at the office of the Title Company.

8.1 At the Closing, the events set forth in this Section 8 shall occur, it being understood that the performance or tender of performance of all matters set forth in this Section 8 are mutually concurrent conditions.

8.2 Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to the Title Company for delivery to Seller the following:

8.2.1 The Pledge to Purchase Price. The Pledge shall be in substantially the same form as the pledge attached as **Exhibit E**.

8.2.2 A special warranty deed in a form reasonably acceptable to Seller, duly executed and acknowledged by Purchaser with respect to the Adjacent Trade Property.

8.2.3 A completed Form 1099S or effective equivalent thereof, describing the sale of the Adjacent Trade Property.

8.2.4 Owner's Policy of Title Insurance (or a marked-up title commitment) in the amount of \$500,000.00 insuring that Seller is the owner of fee simple title to the Adjacent Trade Parcel subject only to permitted exceptions.

8.2.5 Execution copy signed by Purchaser of the Grant of Reciprocal Easements as set forth in **Exhibit G**.

8.2.6 Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transaction which is the subject of this Agreement.

8.3 Seller, at its sole cost and expense, shall deliver or cause to be delivered to the Title Company for delivery to Purchaser the following:

8.3.1 A special warranty deed in a form reasonably acceptable to Purchaser, duly executed and acknowledged by Seller.

8.3.2 A completed Form 1099S or effective equivalent thereof, describing the sale of the Property.

8.3.3 Owner's Policy of Title Insurance (or a marked-up title commitment) in the amount of Purchase Price insuring that Purchaser is the owner of fee simple title to the Property subject only to permitted exceptions.

8.3.4 A release of the easements for driveways and parking in favor of the Seller which encumber the Adjacent Property and the Property, including those set forth in that certain document entitled "Declaration of Covenants and Easement" recorded in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 90492536.

8.3.5 Grants of reciprocal easements executed by Seller and Purchaser for use and access to the Property and the Parking Facilities and to the Adjacent Trade Parcel and the Detention Basin to allow Seller and Purchaser and their successors and assigns access and use of the Property, the Parking Facilities, the Adjacent Trade Parcel, and the Detention Basin, and for maintenance and repair of the same, all as set forth in **Exhibit G. Provided that in the event either Party fails to reserve an easement on the other party's property upon request for said easement said shall not be unreasonably denied.**

8.3.6 Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transaction which is the subject of this Agreement.

8.3.7 Seller and Purchaser shall execute, and deliver state, county and, if applicable, municipal transfer declarations and closing statements. The cost of state and county transfer taxes shall be paid by Seller. The cost of municipal transfer taxes, if any, shall be paid by the party designated in the ordinance.

8.4 In addition to the other costs and expenses specifically provided for herein, Closing costs and expenses shall be borne as follows:

8.4.1 Seller shall be obligated for and shall pay or be charged:

- (ii) One-half (1/2) of the escrow fee charged by the Title Company;
- (iii) Any applicable State and County Transfer Taxes, and, municipal transfer taxes to the extent that the ordinance imposing the same makes the payment obligation of the same the obligation of Seller;

- (iv) Any amounts in excess of \$500.00 for attorneys' fees.

8.4.2 Purchaser shall be obligated for and shall pay:

- (i) The premiums for standard coverage Owner's policies of title insurance for the Property and the Adjacent Trade Parcel in the amounts set forth above, plus the cost of any title endorsements;
- (ii) Municipal transfer taxes, if any, to the extent that the ordinance imposing the same makes the payment obligation of the same the obligation of Purchaser or is silent as to whose obligation it is to pay such municipal transfer taxes;
- (iii) Purchaser's attorneys' fees;
- (iv) One-half (1/2) of the escrow fee charged by the Title Company.

8.5 Following Closing and after receipt of notice from Purchaser that it has secured permits to commence construction, Seller shall deliver possession of the Property to Purchaser and the Park District shall allow Purchaser to erect fencing, install signage, and close so much of the remainder of Muir Park as shall be necessary to protect the public during the construction of the In-Kind Improvements.

9. **Commissions.** Each of the parties hereto represents and warrants to the other that it has not dealt with any broker or finder in connection with this transaction. Each party agrees that it will defend, indemnify and hold harmless the other party from and against any costs, loss or damage, arising from a breach of its representations and warranties contained in this Section 9 which representations and warranties shall be deemed to be remade at and shall survive the Closing or the termination of this Agreement.

10. **Notices.** All notices, demands, deliveries and communications (a "Notice") under this Agreement shall be delivered or sent by: (i) first class, registered or certified mail, postage prepaid, return receipt requested, (ii) a nationally recognized overnight carrier, or (iii) via email with original Notice sent via overnight delivery addressed to the address of the party in question set forth below or to such other address as either party may designate by Notice pursuant to this Section 10. Notices shall be deemed given (a) three business days after being mailed as provided in clause (i) above, (b) one business day after delivery to the overnight carrier as provided in clause (ii) above, or (c) on the day of the transmission via email so long as transmitted by 5:00 p.m. (Chicago time) on such day and evidence of the transmission of such Notice is received the next business day via overnight mail as provided in clause (iii) above.

If to Seller, to:	Prospect Heights Park District 110 W. Camp McDonald Road Prospect Heights, IL 60070
Attn: Email:	cferraro@phparks.org

With a copy to: Derke J. Price
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Attn: Email: dprice@ancelglink.com

If to Purchaser, to: Lexington Homes L.L.C.
1731 N. Marcey, Suite 200
Chicago, Illinois 60614
Attn: Wayne Moretti
Email: WMoretti@lexingtonchicago.com

With a copy to: Lexington Homes L.L.C.
1731 N. Marcey, Suite 200
Chicago, Illinois 60614
Attn: Nate Wynsma
Email: NWynsma@lexingtonchicago.com

With a copy to: Meltzer, Purtill & Stelle LLC
1515 E. Woodfield Rd.
Schaumburg, IL 60173
Attn: Thomas P. Duffy
Email: duffy@htl-law.com

11. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement, or Purchaser's rights, duties, and obligations under this Agreement,

12. **Assigns.** No Third Party Benefit. Subject to the provisions of Section 11 of this Agreement, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement is for the sole benefit of Seller and Purchaser, and no third party (including without limitation, any real estate broker or any subsequent owners of the Property) is intended to be a beneficiary of or have the right to enforce this Agreement.

13. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. The parties irrevocably consent to the exclusive jurisdiction and venue of the Courts of the State of Illinois, County of Cook, and of any Federal Court located in the State of Illinois, County of Cook, in connection with any action or proceeding arising out of or relating to this Agreement.

14. **Amendments.** This Agreement may be amended by the mutual written consent of both Parties.

15. Default, Termination and Remedies.

15.1 If either party fails to consummate the purchase of the Property pursuant to this Agreement, or fails to perform or defaults in performing any of its other obligations pursuant to this Agreement in a timely manner, or any reason other than termination hereof pursuant to a right expressly granted, and after thirty (30) days prior written notice to defaulting party during which any such default may be cured, then the non-defaulting party shall have the right of specific performance. Seller and Purchaser acknowledge that the actual amount of damages resulting from a breach of this Agreement is not ascertainable as the Seller has maintained exclusive ownership and use of the Property during the term of this Agreement.

16. **Condemnation.** If, prior to the Closing Date, any judicial, administrative or other proceeding relating to the proposed taking of any portion of the Property by condemnation or eminent domain or any act in the nature of eminent domain is instituted, Seller hereby agrees to furnish Purchaser written notification with respect to any such proceeding promptly after Seller's learning of same, and Purchaser shall have the option to terminate this Agreement by giving Seller written notice of such termination within ten (10) days after receipt of written notification of any such proceeding. Purchaser's failure to give such notice in such time shall be conclusive evidence that Purchaser has waived such option to terminate and, in such event, Purchaser shall be assigned, at closing, all Seller's rights to any proceeds or award for such taking. Should Purchaser elect to terminate this Agreement due to the institution of such proceeding, and thereupon, this Agreement shall become null and void, and neither party shall have any further rights or obligations under this Agreement, except for the Surviving Obligations.

17. **Entire Agreement.** This Agreement (including any Exhibits hereto) is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced in writing and signed by the party to be bound. This Agreement supersedes all prior agreements, discussions and conversations between the parties relating to the Property. Except for the representations, warranties and covenants expressly contained in this Agreement, Purchaser is not relying upon any representations, warranties or covenants on the part of Seller.

18. **Miscellaneous.** Whenever herein the singular number is used, the same shall include the plural, and the plural shall include the singular where appropriate, and words of any gender shall include the other gender where appropriate. The headings of the Sections contained in this Agreement are for convenience only and shall not be taken into account in determining the meaning of any provision of this Agreement. The words "hereof" and "herein" refer to this entire Agreement and not merely the Section in which such words appear. If the last day for performance of any obligation hereunder or the Closing Date, is not a Business Day, then the deadline for such performance or the expiration of the applicable period or date shall be extended to the next Business Day. As used herein, the term "Business Day" shall mean each Monday through Friday except days on which either Seller or the Title Company is closed or national banks located in the state in which the Property is located are authorized or required by law or other governmental actions to close.

19. **Multiple Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signature of, or on behalf of, each of the parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Electronic and facsimile signatures shall have the same force and effect as an original.

20. **Construction.** This Agreement and any documents delivered pursuant hereto shall be construed without regard to the identity of the person who drafted the various provisions thereof. Moreover, each and every provision of this Agreement and such other documents shall be construed as though all parties hereto had participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

21. **Invalid Provisions.** If any provision of this Agreement (except the provisions relating to Seller's obligation to convey the Property and Purchaser's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision of by its severance from this Agreement.

22. **Recordation.** This Agreement or a memorandum thereof may be recorded in the county in which the Property is located

23. **Attorneys' Fees.** In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. For purposes of this Section 23, a party shall be deemed to be the prevailing party only if such party obtains a judicial finding of a breach under this Agreement by the other party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the Closing as a Surviving Obligation.

24. **Time is of the Essence.** Time is of the essence of this Agreement.

25. **Exhibits.** All Exhibits attached hereto and described below in the List of Exhibits are incorporated herein by this reference for all purposes.

26. **Seller's Representations, Warranties and Covenants.** Seller hereby represents, warrants and covenants as follows, to the best of its knowledge:

26.1 **Power.** Subject to satisfaction of the Contingencies, Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein and to consummate the transactions contemplated hereby; and all requisite action has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby.

26.2 **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

26.3 **Validity.** This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

26.4 **Conflicts.** None of the execution and delivery of this Agreement and documents referenced herein, the incurrence of the obligations set forth herein, the consummation of the transactions herein contemplated or referenced herein conflicts with or results in the material breach of any terms, conditions or provisions of or constitutes a default under, any bond, note, or other evidence of indebtedness or any contract, lease or other agreements or instruments to which Seller is a party.

26.5 **Litigation.** No litigation has been served upon Seller, nor to the best of the Seller's knowledge has been filed, or threatened in writing, affecting the Seller's ability to consummate the transaction contemplated by this Agreement. Schedule 1 shall be updated by Seller prior to Closing, if necessary.

26.6 **Property Information.** Seller has not received any notice of violation with respect to the Property from any federal, state or municipal entity that has not been cured or otherwise resolved to the satisfaction of such governmental entity.

26.7 **Environmental Notice.** Seller has not received any notice from any governmental unit that the Property is not in compliance with any Environmental Law. Seller's knowledge of the environmental condition of the Property is limited to the environmental reports provided or to be provided to Purchaser. In the event any adverse environmental condition or environmental contamination is discovered, either underground or within any existing structures on the Property, Purchaser shall be responsible for the entire cost of the remediation or clean-up of such condition. Seller shall not be held responsible for any cost associated with any type of remediation or clean-up and the Purchase Price will remain the same.

26.8 **Proceedings.** No condemnation proceeding or other proceeding or action in the nature of eminent domain is pending with respect to all or any part of the Property, and, to Seller's knowledge, no condemnation proceeding or other proceeding or action in the nature of eminent domain is threatened with respect to all or any part of the Property.

26.9 **Real Estate Taxes.** The Property is exempt from real estate taxation as it is a portion of Muir Park.

26.10 **Notices.** Seller has not received any written notice from any governmental authority having jurisdiction over the Property of (a) any violation of any law, ordinance, order or regulation affecting the Property, or any portion thereof, which has not heretofore been complied with; or (b) any other obligation to any such governmental authority for the performance of any capital improvements or other work to be performed by Seller in or about the Property or donations of monies or land (other than general real property taxes) which has not been completely performed and paid for.

26.11 **Right of First Refusal.** Seller has not granted to any person or entity any option or other right to purchase the Property and no person or entity has any option or other right to purchase the Property.

26.12 **Possession or Occupancy.** There are no persons in possession or occupancy of the Property, or any part thereof, nor are there any persons who have possessory rights with respect to the Property or any part thereof other than the public nature of the Property.

26.13 **Agreements Affecting the Property.** As a condition to Closing, Seller shall terminate all contracts and agreements affecting the maintenance and operations at the Property or the improvements (including without limitation management, maintenance and use of the facilities on the Property) which would otherwise survive Closing and be binding upon Purchaser

If Purchaser elects to proceed to Closing, Purchaser shall not have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, or as a result of the breach of any representation made Seller.

27. **Seller's Additional Covenants.** Seller and Seller's agents shall at Seller's expense:

27.1 Maintain the Property in the condition in which it existed as of the Effective Date, normal wear and tear and casualty excepted, free from mechanics' liens, and operate the Property in a manner consistent with current practice.

27.2 Maintain public liability insurance policies with respect to the Property in accordance with Seller's routine practice.

27.3 Upon at least twenty-four (24) hours' notice to Seller, permit Purchaser, its engineer, architect or other agents, during normal business hours (or such other times as are reasonable), to enter onto the Property for the purpose of making inspections thereof.

27.4 Promptly advise Purchaser in writing of any changes in circumstances that would render the representations made by Seller herein false or misleading in any material respect;

27.5 Support and cooperate with Purchaser, at no material expense or liability to Seller, in Purchaser's efforts to obtain the IDNR/Zoning/TIF Approval Contingency and any approvals required to accomplish the trade contemplated by Section 6hereof.

28. **Indemnity.** Purchaser shall indemnify and hold Seller harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and reasonable attorneys' fees, foreseen or unforeseen, asserted against, imposed on or suffered or incurred by Seller (or the Property) directly or indirectly arising out of or in connection with any breach of the warranties, representations and covenants set forth in this Agreement. The warranties and representations herein shall be deemed remade as of Closing and updated if necessary, and said warranties and representations as so remade and updated, and the indemnity obligation set forth herein shall survive Closing for a period of six (6) months or until such time as necessary to restore any damages to the Property.

29. **As Is.** Except for the representations and warranties set forth in this Agreement or in the documents delivered at Closing, Purchaser shall purchase the Property in its "AS-IS, WHERE-IS" condition as of the date of this Agreement, and Purchaser expressly acknowledges that, except for the representations and warranties set forth in this Agreement or in the documents delivered at Closing, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO TITLE, CONDITION, ZONING, AVAILABILITY OF ACCESS, AVAILABILITY OF UTILITIES AND GOVERNMENTAL APPROVALS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. PURCHASER HEREBY ACKNOWLEDGES THAT PURCHASER HAS INSPECTED OR WILL INSPECT THE PROPERTY TO PURCHASER'S SATISFACTION AND THAT SELLER DOES NOT PLAN TO CONDUCT ITS OWN INSPECTION AND SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE PROPERTY. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATION OR WARRANTY AS TO ANY OF THE FOLLOWING: (A) THE PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING SURFACE AND SUBSURFACE CONDITIONS), STATE OF REPAIR, INCOME, EXPENSES, OPERATIONS OF THE PROPERTY AND SURROUNDING PROPERTY; (B) THE ASSIGNABILITY, ASSUMABILITY, TRANSFERABILITY OR VALIDITY OF ANY LICENSES, PERMITS, GOVERNMENT APPROVALS, WARRANTIES OR GUARANTIES RELATING TO THE PROPERTY OR THE USE AND OPERATION THEREOF; (C) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY ANY INDEMNIFIED PARTY WITH RESPECT TO THE PROPERTY; (D) COMPLIANCE OR NONCOMPLIANCE WITH LOCAL, STATE OR FEDERAL STATUTES, ORDINANCES, ORDERS OR REGULATIONS CONCERNING THE PROPERTY OR THE USE THEREOF; (E) PRIOR OR CURRENT OPERATIONS CONDUCTED ON THE PROPERTY; OR (F) ANY MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT NOT EXPRESSLY STATED HEREIN. PURCHASER (AND ANY PARTY CLAIMING THROUGH OR UNDER PURCHASER) HEREBY AGREES THAT FOLLOWING THE CLOSING, EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS AND WARRANTIES AS SET FORTH HEREIN, SELLER SHALL BE FULLY AND FINALLY RELEASED FROM ANY AND ALL CLAIMS OR LIABILITIES AGAINST THE SELLER RELATING TO OR ARISING ON ACCOUNT OF THE CONDITION OF OR TITLE TO THE PROPERTY, INCLUDING

WITHOUT LIMITATION, ANY MATTERS SPECIFICALLY REFERENCED IN THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE CLOSING.

30. **Purchaser Representations, Warranties, and Covenants.** Purchaser represents and warrants to Seller as follows:

30.1 **Power.** Purchaser is a limited liability company duly organized and in good standing under the laws of the State of Illinois. Purchaser has the legal power, right, and limited liability company authority to enter into this Agreement and the instruments referenced in this Agreement and to consummate the transactions contemplated by this Agreement.

30.2 **Requisite Action.** All requisite limited liability company action has been taken by Purchaser in connection with entering into this Agreement and the instruments referenced in this Agreement and the consummation of the transactions contemplated by this Agreement. No consent of any creditor, investor, judicial or administrative body, authority, or other party is required which has not been obtained to permit Purchaser to enter into this Agreement and consummate the transaction contemplated by this Agreement.

30.3 **Validity.** This Agreement and all documents required by this Agreement to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

30.4 **Conflicts.** None of the execution and delivery of this Agreement and documents referenced in this Agreement, the incurrence of the obligations set forth in this Agreement, or the consummation of the transactions contemplated or referenced in this Agreement conflict with or result in the material breach of any terms, conditions, or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, lease, or other agreements or instruments to which Purchaser is a party.

30.5 **Litigation.** There is no action, suit, or proceeding pending or threatened against Purchaser in any court or by or before any other governmental agency or instrumentality that would materially and adversely affect the ability of Purchaser to carry out the transactions contemplated by this Agreement.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED by the parties hereto on the respective dates shown below.

SELLER:

_____, 2022

PROSPECT HEIGHTS PARK DISTRICT,

By: _____

Name: _____

Title: _____

PURCHASER:

_____, 2022

LEXINGTON HOMES L.L.C., an Illinois limited
liability company,

By: Lexington Homes Illinois Inc., an Illinois
corporation, its Manager

By: _____

Name: _____

Title: _____

Effective Date: _____, 2022

[SIGNATURE PAGE]

Reserve at Muir Park, March 2, 2022

LEGAL DESCRIPTION OF SWAP LOT "A" AND SWAP LOT "B"

SWAP LOT "A"

PROPOSED PARK DISTRICT PROPERTY FROM LEXINGTON

THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET AND EXCEPT THE SOUTH 480 FEET), ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE AFORESAID TRACT; THENCE SOUTH 89 DEGREES 53 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, 195.44 FEET; THENCE NORTHEASTERLY 1.47 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 17.50 FEET, CHORD OF 1.47 FEET AND CHORD BEARING OF NORTH 65 DEGREES 18 MINUTES 08 SECONDS EAST; THENCE NORTHEASTERLY 6.50 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 59.50 FEET, CHORD OF 6.49 FEET AND CHORD BEARING OF NORTH 64 DEGREES 34 MINUTES 42 SECONDS EAST; THENCE NORTH 61 DEGREES 27 MINUTES 01 SECOND EAST, 42.52 FEET; THENCE NORTHEASTERLY 24.19 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 22.50 FEET, CHORD OF 23.05 FEET AND CHORD BEARING OF NORTH 30 DEGREES 38 MINUTES 41 SECONDS EAST; THENCE NORTH 00 DEGREES 09 MINUTES 40 SECONDS WEST, 145.00 FEET; THENCE NORTHEASTERLY 7.07 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 4.50 FEET, CHORD OF 6.36 FEET AND CHORD BEARING OF NORTH 44 DEGREES 50 MINUTES 20 SECONDS EAST; THENCE NORTH 89 DEGREES 50 MINUTES 20 SECONDS EAST, 134.52 FEET TO THE EAST LINE OF AFORESAID TRACT; THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE, 193.05 FEET TO THE POINT OF BEGINNING.

SWAP LOT "B"

PROPOSED LEXINGTON PROPERTY FROM PARK DISTRICT

THAT PART OF THE SOUTH 480 FEET OF THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET) ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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LEGAL DESCRIPTION OF EXISTING PARCEL 1 AND PARCEL 2

PARCEL 1:

THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET AND EXCEPT THE SOUTH 480 FEET), ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 480 FEET OF THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET) ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Plot Date: Mar 02, 2022 - 10:43am Plotted By: tom-j File Name: P:\2018\18219\Drawings\Final Survey\Exhibit B Swap Parcel Exhibit 18219.dwg

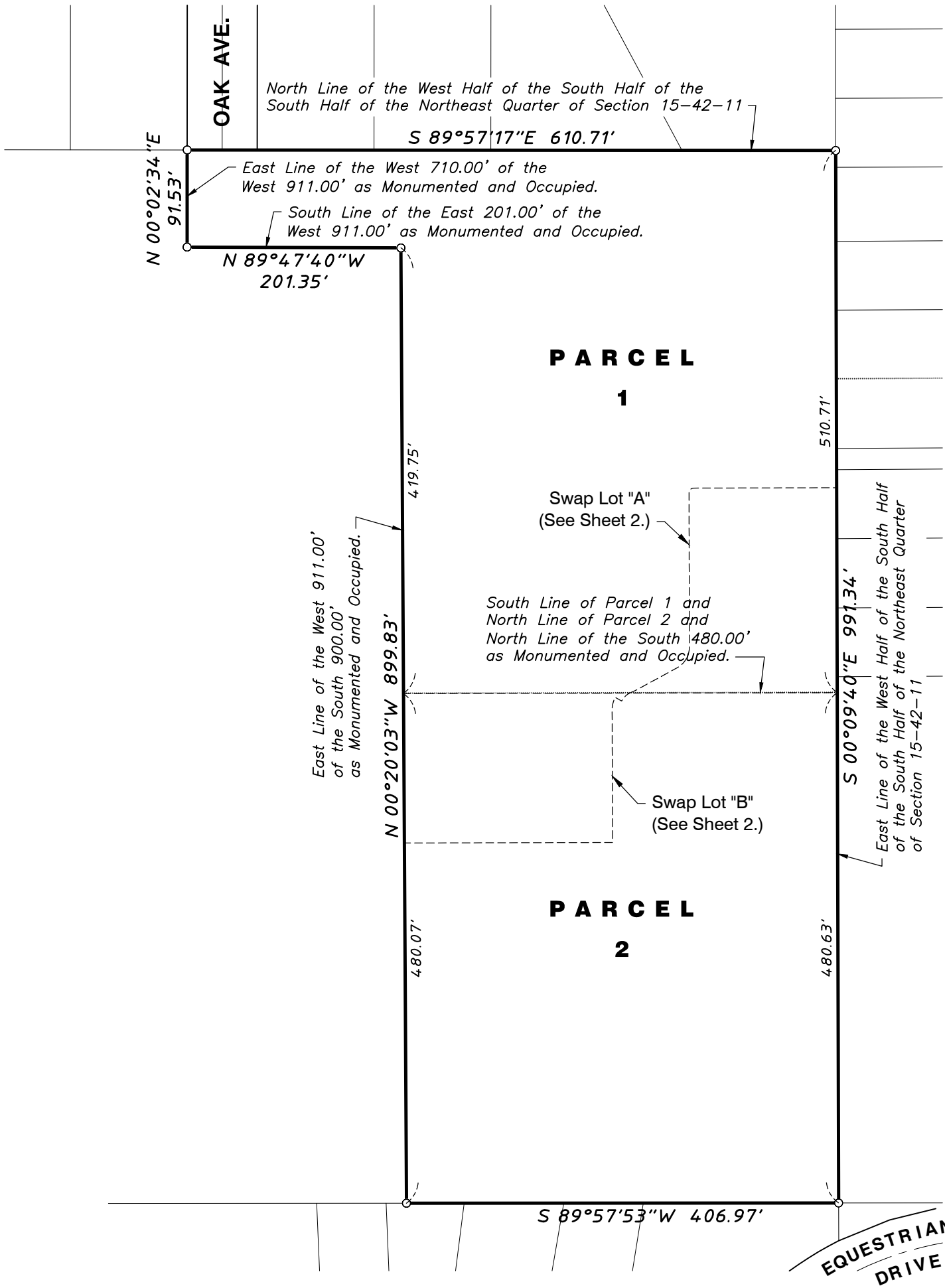
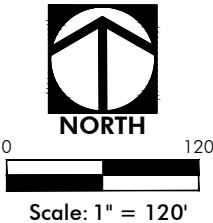


EXHIBIT B



LEGAL DESCRIPTION OF EXISTING PROPERTY

PARCEL 1:
THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET AND EXCEPT THE SOUTH 480 FEET), ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE SOUTH 480 FEET OF THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET) ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SWAP PARCEL EXHIBIT

RESERVE AT MUIR PARK

CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

HAEGER ENGINEERING
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, Illinois 60173-5300
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

Swap Parcel Area Adjustment
Swap Parcel Area Adjustment

8/24/2021
3/10/2021

2
1

No.
No.

Project Mgr.: T A S
Engineer: T A S
Date: 2-13-2020
Project No. 18-219
Sheet 1 / 2

Plot Date: Mar 02, 2022 - 10:44am Plotted By: tom-j File Name: P:\2018\18219\Drawings\Final Survey\Exhibit B Swap Parcel Exhibit 18219.dwg

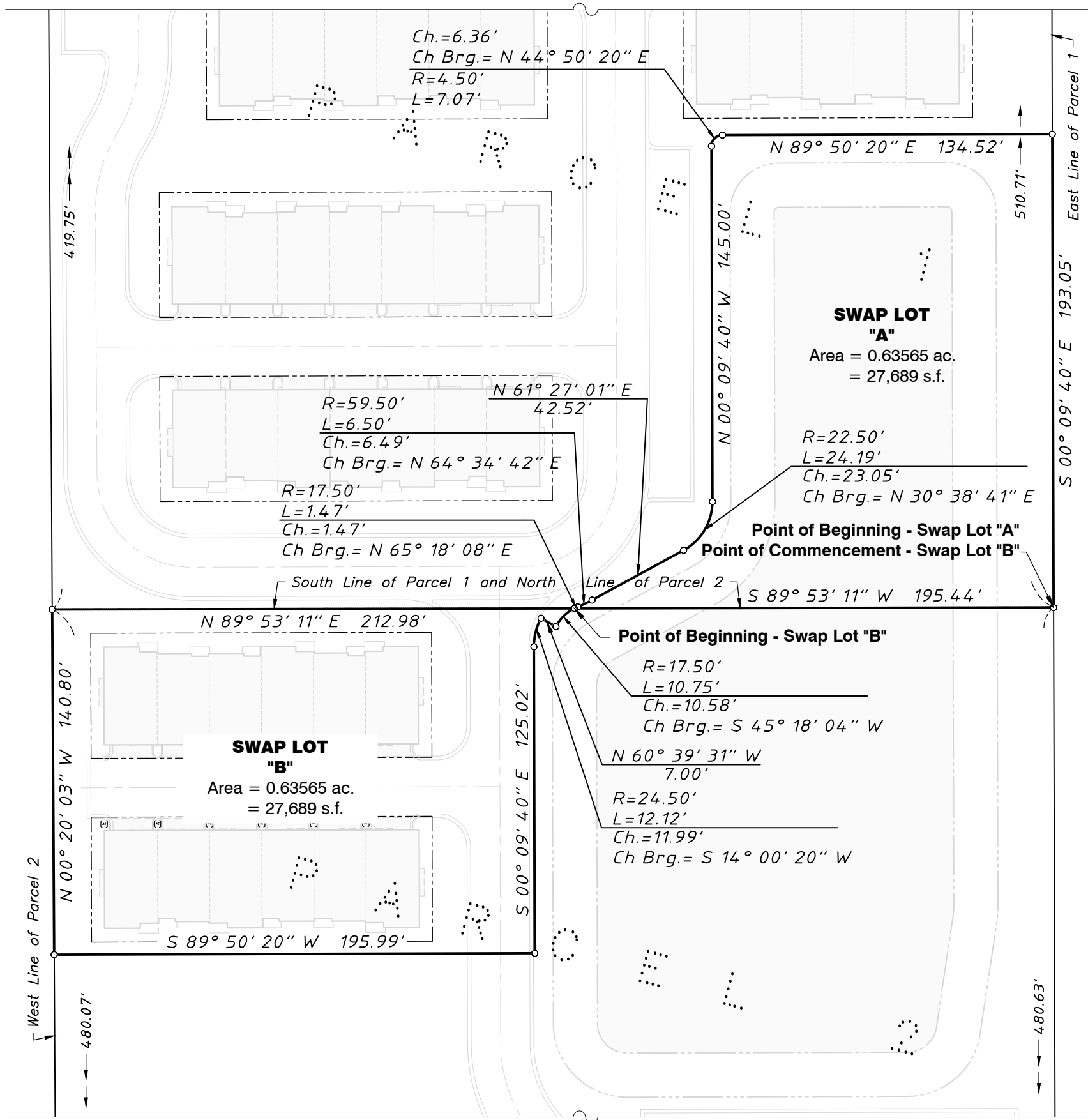
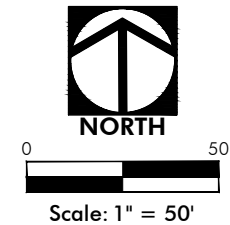


EXHIBIT B



LEGAL DESCRIPTION OF SWAP LOT "A" AND SWAP LOT "B"

SWAP LOT "A" PROPOSED PARK DISTRICT PROPERTY FROM LEXINGTON

THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET AND EXCEPT THE SOUTH 480 FEET), ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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SWAP LOT "B" PROPOSED LEXINGTON PROPERTY FROM PARK DISTRICT

THAT PART OF THE SOUTH 480 FEET OF THAT PART OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER TAKEN AS A TRACT (EXCEPT THE WEST 710 FEET AND EXCEPT THE EAST 201 FEET OF THE WEST 911 FEET OF THE SOUTH 900 FEET) ALL IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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www.haegerengineering.com

SWAP PARCEL EXHIBIT

RESERVE AT MUIR PARK

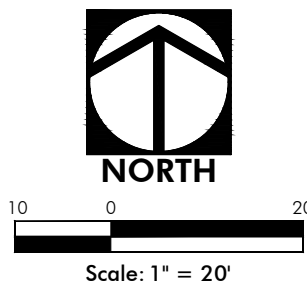
CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

Project Mgr.: T A S
Engineer: T A S
Date: 2-13-2020
Project No. 18-219
Sheet 2

Swap Parcel Area Adjustment
Swap Parcel Area Adjustment
8/24/2021
3/10/2021
Date
Revision

2
1
No.

EXHIBIT C



LEGEND

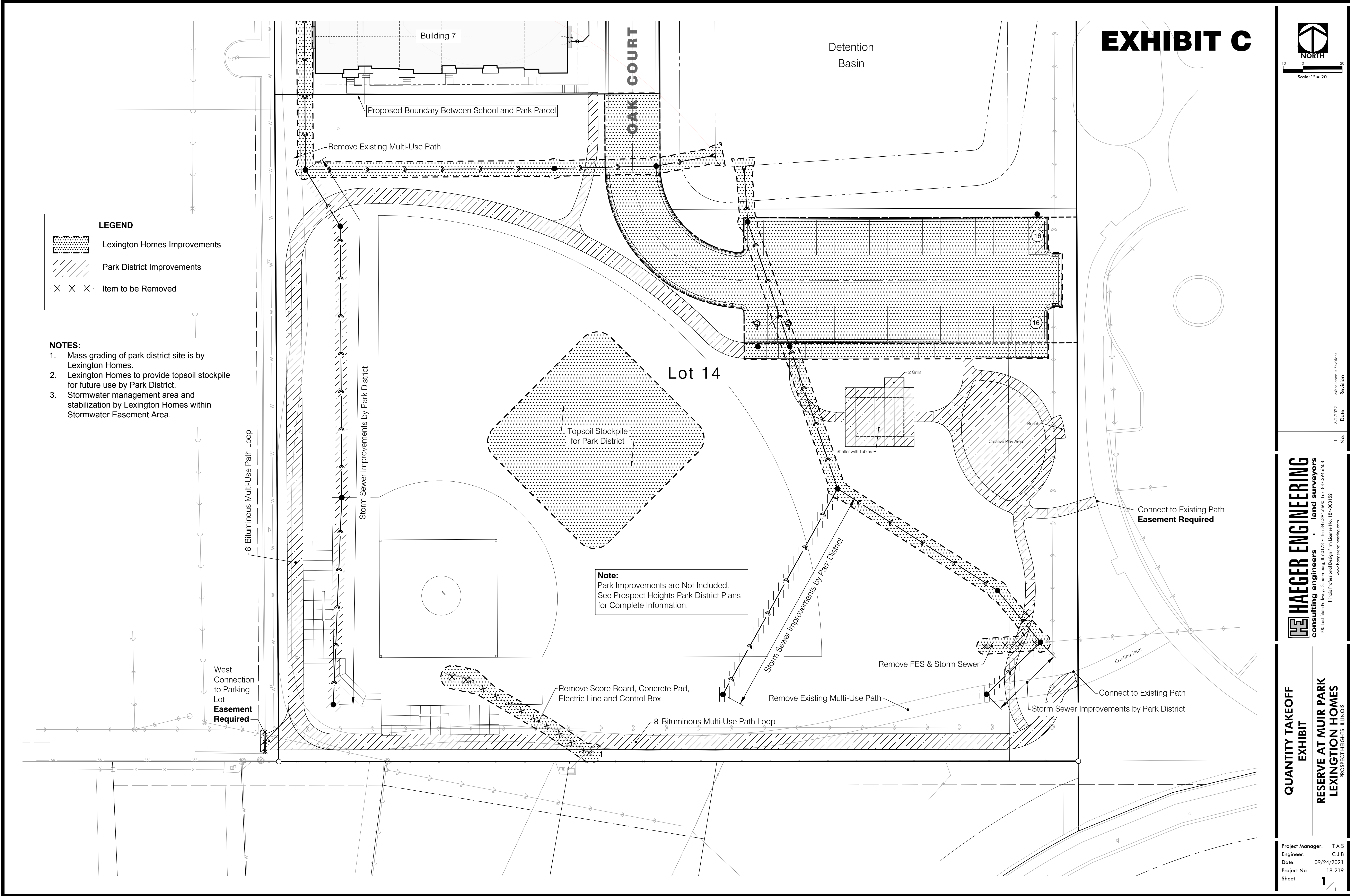
Lexington Homes Improvements

Park District Improvements

Item to be Removed

- NOTES:**
1. Mass grading of park district site is by Lexington Homes.
 2. Lexington Homes to provide topsoil stockpile for future use by Park District.
 3. Stormwater management area and stabilization by Lexington Homes within Stormwater Easement Area.

Note:
Park Improvements are Not Included.
See Prospect Heights Park District Plans
for Complete Information.

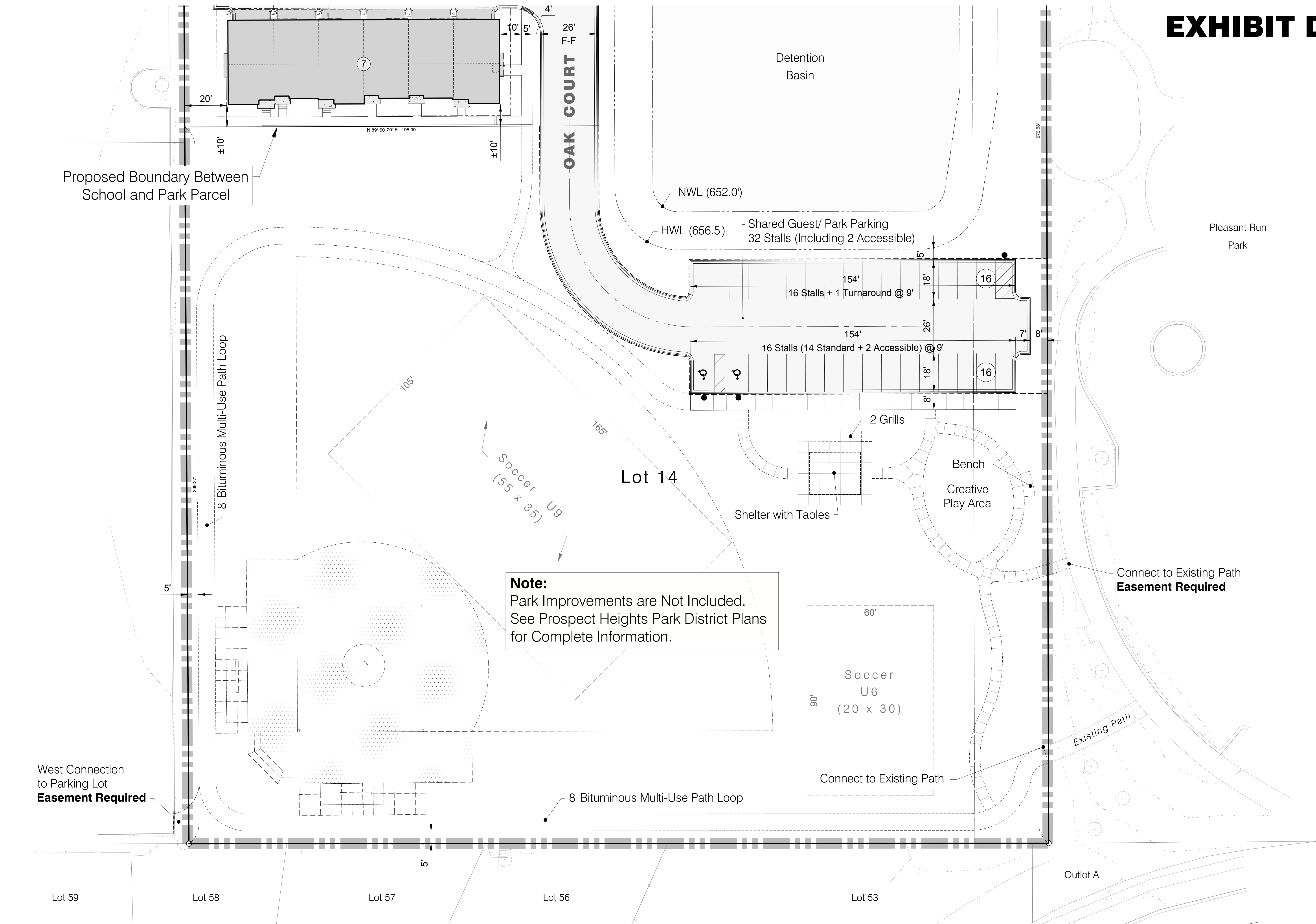
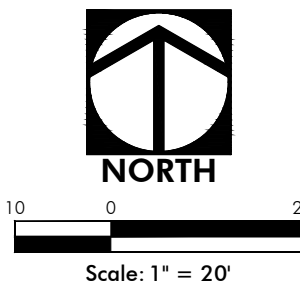


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**QUANTITY TAKEOFF
EXHIBIT
RESERVE AT MUIR PARK
LEXINGTON HOMES
PROSPECT HEIGHTS, ILLINOIS**

Project Manager: T A S
Engineer: C J B
Date: 09/24/2021
Project No. 18-219
Sheet 1

EXHIBIT D



Note:
Park Improvements are Not Included.
See Prospect Heights Park District Plans
for Complete Information.

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Illinois Professional Design Firm License No. 184-003132
www.haegerengineering.com

PARK EXHIBIT
RESERVE AT MUIR PARK
VILLAGE OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

Project Manager: T A S
Engineer: P A C
Date: 8-10-2021
Project No. 18-219
Sheet 1

EXHIBIT E

SECURITY PLEDGE TERMS

This **SECURITY PLEDGE** (“*Pledge*”) is entered into by LEXINGTON HOMES L.L.C., an Illinois limited liability company, its direct or indirect subsidiaries or assignees (“Lexington Homes”), in favor of the PROSPECT HEIGHTS PARK DISTRICT, (“Park District”) For purposes of this Security Pledge, Lexington and Park District, individually are referred to as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Lexington and the Park District have entered into a Purchase and Sale Agreement approved by the Park District’s Board of Commissioners on December 14, 2021 (“Agreement”) to which this Security Pledge is attached as Exhibit D and incorporated therein; and

WHEREAS, the terms set forth in the Agreement shall have the same meaning in this Security Pledge; and

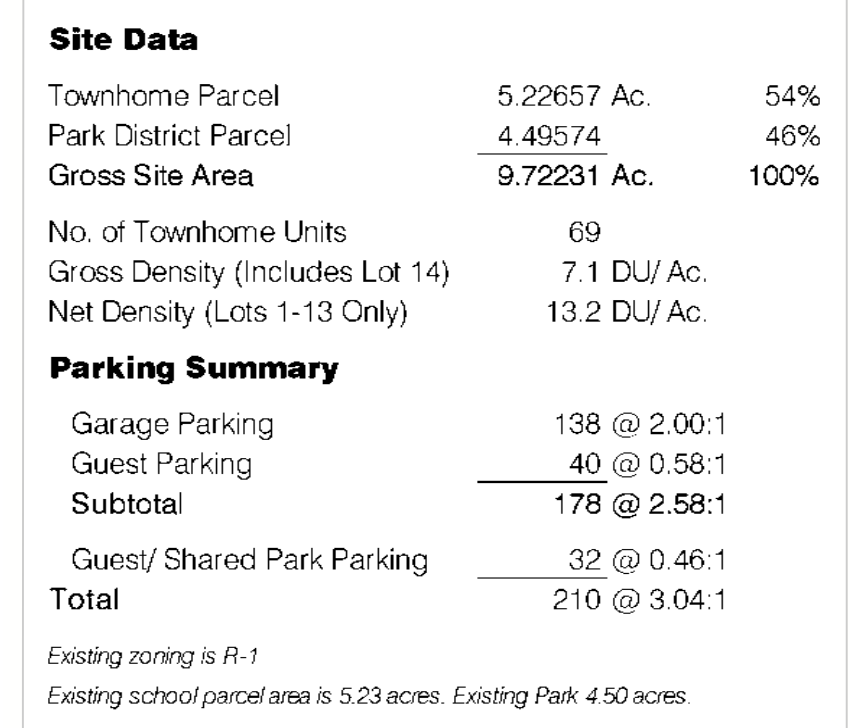
WHEREAS, the Purchase Price to be paid by Lexington under the terms of the Agreement to induce the Park District to engage in the exchange of parcels includes Lexington Homes conveying to the Park District a parcel of equal appraised value; Lexington Homes construction of In-Kind Improvements (as defined in the Agreement); and Lexington Homes payment--into an escrow account established for the purpose under the Agreement--of \$13,000 per dwelling unit which shall be paid at the time the City of Prospect Heights (“City”) issues the building permit for each of the 69 townhome units resulting in a total cash payment to the Park District of \$897,000.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Recitals set forth above are incorporated herein.
2. To secure the payment of the Purchase Price as set forth in the Agreement, Lexington pledges to the Park District a bond or other bank security instrument in the amount of \$250,000.00 to secure the completion of the “In-Kind Improvements” as defined in the Agreement and the Payment of the \$13,000.00 per building permit, in cash, for the units of at least the first 6 buildings that Lexington has committed to build (“Security”). Said Security shall be delivered to the Park District to guaranty the completion of the In-Kind Improvements and the Payment of the \$13,000 per building permit for the first 6 buildings. On the condition that the In-Kind Improvements are completed, the \$250,000.00 shall begin to be drawn down beginning upon the issuance of the building permits for the 4th building. The \$250,000.00 shall be drawn down by the amount of the building permit payments. Upon the Park District’s receipt of a total of \$250,000 in building permit fees--beginning with the 4th building the security--shall be exhausted.

The payment of the Purchase Price is further secured by this written commitment that Lexington shall pay and the City shall collect in connection with the issuance of building permits a \$13,000.00 installment payment which amount shall be placed in an escrow under the control of the Park District and the City pursuant to the terms of an intergovernmental agreement between them. Until \$897,000.00 is paid in full to the Park District said \$13,000.00 payment shall be a continuing obligation of whomever owns the Adjacent Property (as defined in the Agreement). This commitment herein shall be recorded and shall further be memorialized in an intergovernmental agreement the City shall enter into with the Park District.

3. This Security Pledge shall be null and void if Lexington Homes does not commence construction of the Townhome Units or the In-Kind Improvements on or before July 1, 2023.



RESOLUTION NO. R-22-18

**A RESOLUTION OF THE CITY COUNCIL
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PROSPECT HEIGHTS AND THE PROSPECT HEIGHTS
FIRE PROTECTION DISTRICT REGARDING THE PROSPECT POINTE/MUIR
PARK TAX INCREMENT FINANCING DISTRICT**

WHEREAS, the City of Prospect Heights (the “City”) is a municipal entity duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Prospect Heights Fire Protection District (“Fire Protection District”) has long provided emergency and non-emergency services within its designated service area, including within the City; and

WHEREAS, the City is in the process of evaluating the proposed Prospect Pointe/Muir Park Tax Increment Financing District (the “TIF District”); and

WHEREAS, the Fire Protection District is a taxing district within the proposed TIF District, and will provide its emergency and non-emergency services to the proposed residential development within the TIF District; and

WHEREAS, the Fire Protection District will see its necessary capital and operational costs increase as a result of the proposed development and new residents generated by the proposed TIF District; and

WHEREAS, the Fire Protection District has worked alongside the City and generously agreed to terms with respect to the agreed upon capital and operational costs that it will receive that will allow it to continue its emergency and non-emergency services of the entire City, including the proposed residential redevelopment within the TIF District; and

WHEREAS, an intergovernmental agreement between the City and Fire Protection District has been prepared in order to set forth the fees to be paid to the Fire Protection District in support of the necessary capital and operational cost increase; and

WHEREAS, the City and Fire Protection District are authorized by the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act to contract with each other;

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

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

Section 2: The City Council agrees that the intergovernmental agreement between the City and the Fire Protection District, attached hereto as Exhibit A, furthers the goals of both the City and Fire Protection District and is in the best interest of the parties.

Section 3: The Mayor, City Council and City officials formally acknowledge and extend their gratitude to the Fire Protection District for the hard work, dedication and services provided by the Fire Protection District, including its efforts to assist and support the City's continued growth.

Section 4: Any and all policies or resolutions of the City of Prospect Heights that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

Section 5: The Resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this 28th day of March, 2022

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

EXHIBIT A

RESOLUTION 2021 – R004

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE PROSPECT HEIGHTS FIRE PROTECTION DISTRICT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND THE PROSPECT HEIGHTS FIRE PROTECTION DISTRICT REGARDING THE PROSPECT POINTE/MUIR PARK TAX INCREMENT FINANCING DISTRICT

WHEREAS THE Prospect Heights Fire Protection District is a unit of local government authorized to exist under the terms of the Illinois Compiled Statutes; and

WHEREAS Section 11 of the Act (70 ILCS 705/11) empowers and makes it the legal duty and obligation of this Board of Trustees to provide nearly adequate protection from fire for all persons and property within the Fire District as possible and to prescribe necessary regulations for the prevention and control of fire and emergency services therein; and

Whereas the Act provides and permits the Board of Trustees to enter into intergovernmental agreements with governmental entities; and

WHEREAS the Board of Trustees believes it is in the best interest of the public that the District enter into an intergovernmental agreement with the City of Prospect Heights with respect to the Prospect Pointe/Muir Park Tax Increment Financing District; and

WHEREAS, on October 12, 2021, the Board of Trustees of the Prospect Heights Fire Protection District approved an intergovernmental agreement with the City of Prospect Heights with respect to the Prospect Pointe/Muir Park Tax Increment Financing District a copy of which is attached hereto.

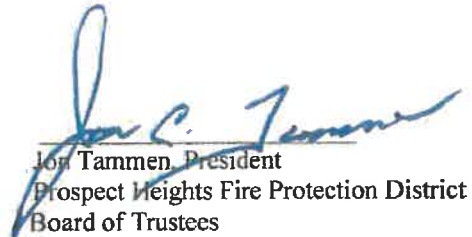
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Prospect Heights Fire Protection District, Cook County, Illinois as follows:

1. That the Prospect Heights Fire Protection District is authorized to enter into an intergovernmental agreement with the City of Prospect Heights with respect to the Prospect Pointe/Muir Park Tax Increment Financing District and the President of the District is authorized to execute the Agreement on behalf of the District. The terms shall be in accordance with the terms and conditions of the agreement which are attached hereto and incorporated herein.
2. This Resolution shall take effect and be enforced from and after its passage to law.

THIS SPACE INTENTIONALLY LEFT BLANK

ADOPTED this 12th day of October 2021 on the motion of Trustee Vernone and seconded by Trustee Rebecca, the foregoing Resolution passes this 12th day of October 2021.

AYES: 5
NAYS: 0
ABSENT: 0


Jon Tammen, President
Prospect Heights Fire Protection District
Board of Trustees

ATTEST:


Joe Vernone, Secretary Prospect Heights Fire Protection District
Board of Trustees

STATE OF ILLINOIS)
)
)
COUNTY OF COOK SS

SECRETARY'S CERTIFICATE

I, Joe Vertone, the duly qualified Secretary of the Board of Trustees of the Prospect Heights Fire Protection District, County of Cook, Illinois, do hereby certify that attached hereto is true and correct copy of Resolution entitled:

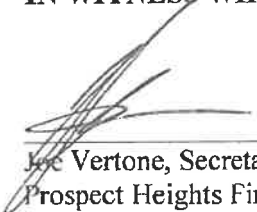
RESOLUTION NO. 2021-R004

**A RESOLUTION AUTHORIZING THE PRESIDENT OF THE PROSPECT
HEIGHTS FIRE PROTECTION DISTRICT TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
PROSPECT HEIGHTS AND THE PROSPECT HEIGHTS FIRE PROTECTION
DISTRICT REGARDING THE PROSPECT POINTE/MUIR PARK TAX
INCREMENT FINANCING DISTRICT**

Which Resolution that a quorum of said Board of Trustees at the regular meeting held on the 12th day of October 2021.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of October 2021.



Joe Vertone, Secretary
Prospect Heights Fire Protection District

(SEAL)

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF PROSPECT HEIGHTS AND THE PROSPECT
HEIGHTS FIRE PROTECTION DISTRICT REGARDING THE
PROSPECT POINTE/MUIR PARK TAX INCREMENT
FINANCING DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is between the City of Prospect Heights (the "City"), and the Prospect Heights Fire Protection District ("Fire Protection District"). Individually, the City and the Fire Protection District shall be referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City is pursuing and intends to further pursue, private and public investment, development and redevelopment of properties within the boundaries of the City and is currently focusing on the redevelopment of a site adjacent to and including Muir Park; and

WHEREAS, the City, to further such investment, development and redevelopment, may approve and create a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopt tax increment financing relative to the City's proposed Prospect Pointe/Muir Park Tax Increment Financing District (the "TIF District"), which includes the property legally described and depicted in Exhibit A and Exhibit B, respectively, attached hereto and made a part hereof, in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* ("TIF Act"); and

WHEREAS, the City and a private developer known as Lexington Homes (the "Developer") are negotiating the terms of a redevelopment agreement to redevelop the area including and adjacent to Muir Park within the TIF District ("Redevelopment Agreement"), including significant public and private investment and the construction of new residential buildings which have been planned to contain 69, two and three bedroom residential units and an

enhanced and redesigned Muir Park (the "Project") with such residential units anticipated to generate new residents and thus increasing the necessary capital and operational costs of the Fire Protection District; and

WHEREAS, the Fire Protection District has closely examined the establishment of the TIF District and the use of tax increment financing by the City within the TIF District, including pursuant to the Redevelopment Agreement, and has expressed its views regarding the eligibility and feasibility of the use of tax increment financing, including the increased funding the Fire Protection District will need to ensure it can adequately provide fire protection services to the TIF District area. The City agrees that the Fire Protection District requires additional funding that is necessary for the District to provide fire protection services to the TIF Area. Hence the Parties have come to an agreement with respect to additional funding for the Fire Protection District ("Resolved Funding for TIF Area") that gives both Parties full confidence in eligibility and feasibility of the use of tax increment financing, and the Development Area as a whole; and

WHEREAS, the Fire Protection District has agreed to fully support the establishment of the TIF District and the City's use of tax increment financing within the TIF District provided the Parties enter into this Agreement and perform their respective obligations hereunder, and as such will refrain from withholding its support and/or contesting the establishment of the TIF District and the City's use of tax increment financing within the TIF District; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit

of local government or fire protection district may be exercised and enjoyed jointly with any other units of local government or fire protection district; and

WHEREAS, Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), authorizes municipalities to enter into agreements with overlapping taxing bodies necessary or incidental to implementing or maintaining a tax increment financing redevelopment plan and/or project; and

WHEREAS, the Parties desire to resolve the issues presented by the Resolution Issue pursuant to the terms of this Agreement; and

WHEREAS, the Parties and Developer have determined that it is in their respective best interests, and the best interests of their constituents, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated herein by reference as though fully set forth herein.
2. **DEFINITIONS.** The following words and phrases in this Agreement have the following meanings, whether the words and phrases are used in the singular or plural:
 - a. "Incremental Property Taxes" means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon equalized assessed valuation ("EAV") classified as residential at the Project, which taxes are actually collected and paid to the City, and which are attributable to the increase in the EAV of the Project in question over and above the EAV of the Project in question at the time of the formation of the TIF District, all as reported by the Cook County Clerk, pursuant to and in accordance with the TIF Act and the ordinances creating the TIF District.

- b. "Intends" means a Party shall use its reasonable good faith efforts to comply with the obligation or covenant to which the word "intends" relates.
- c. "Shall" means a Party is required to comply with the obligation or covenant to which the word "shall" relates.

3. **CITY OBLIGATIONS.** Provided the City establishes the TIF District and the Redevelopment Agreement is approved by the City Council and the Developer:

- a. The City shall:
 - i. Include in the Redevelopment Agreement a requirement that the Developer pay the Fire Protection District \$1,522 per unit, with a total contribution not to exceed \$105,018.00. The payments will be made to the Fire Protection District in the following manner:
 - 1. The Developer shall pay \$300 per unit upon the approval of Final Plat, with a total payment upon approval of Final Plat not to exceed \$20,700.
 - 2. The Developer shall pay \$1,222 per unit prior to the City issuing a final certificate of occupancy for each respective unit.
 - 3. The Developer shall provide proof of the per unit fee payments to the Fire Protection District prior to the City issuing a final certificate of occupancy for each respective unit; and
 - 4. The total contribution of \$105,018.00 shall be paid in full to the Fire Protection District by December 31, 2025.
 - ii. During years three (3) through twenty-three (23) of the term of the TIF District, the City shall:

1. annually analyze non-committed incremental property taxes generated within the TIF District and consider whether to declare some or all of such incremental property taxes as surplus revenue pursuant to Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7; and
2. consider the early termination of the TIF District after payment of all amounts owed under the Redevelopment Agreement, other contractual obligations related to the TIF District, and intended City funded infrastructure and public improvements are made, after payment of all eligible redevelopment project costs per the Redevelopment Plan and Project and fulfillment of the goals of the Redevelopment Plan and Project for the TIF District, and after payment of all administrative costs of the TIF District.

4. FIRE PROTECTION DISTRICT OBLIGATIONS AND COVENANTS.

Regarding the TIF District, the Fire Protection District shall not file litigation to challenge, or otherwise challenge, contest or dispute, the validity or enforceability of ordinances adopted by the City in furtherance of the establishment and implementation of the TIF District, the Redevelopment Agreement, or the City's or Developer's actions related to the TIF District and/or the Redevelopment Agreement, other than in connection with a breach of this Agreement. The Fire Protection District further waives any claim with respect to any other Contribution for Fire District Purposes as a condition of approval of a final plat of subdivision or of a final plat of a planned unit development.

5. MUTUAL OBLIGATIONS. After the Effective Date (as hereinafter defined):

- a. The Parties shall meet and confer at the request of any Party regarding this

Agreement and any matter related to this Agreement.

- b. No Party shall initiate legal action in court against another Party regarding this Agreement or any matter related to this Agreement without first participating in good faith mandatory mediation regarding the dispute. Mediation shall be conducted as follows:

- i. A Party may initiate mediation by requesting the other Party to agree to a mediator and a site for the mediation. If, within five (5) business days after a Party makes this request, the Parties cannot agree on a mediator or the site of the mediation, each Party shall select a mediator, and the mediators thus selected shall select a mediator who shall mediate the dispute. The mediation shall begin as promptly as reasonably possible after the selection of the mediator. The site of the mediation shall be as determined by the mediator.
- ii. Rules governing the mediation shall be decided by the Parties with the assistance of the mediator. Each Party shall bear the Party's own expenses of the mediation, including their attorney's fees, except that the Parties shall be equally liable for the fees charged by the mediator.
- iii. The date of termination of a mediation shall be decided by the mediator. Promptly after this termination, in the case of failure to resolve completely any dispute, the mediator shall draft a notice of mediation to the Parties. This notice shall bear a current date and shall briefly state the issues that, in the mediator's view, are in dispute between the Parties but have not been resolved in mediation. If the dispute between the Parties has not been

resolved in mediation, the Party initiating the mediation may initiate a legal action in court regarding the subject matter of the mediation, provided that mediation shall not prejudicially or unduly delay the legal rights of any Party to seek a legal remedy.

6. **CONSENT, APPROVAL AND WAIVER.** A Party may consent to different terms than set forth in this Agreement, approve any matter which this Agreement allows a Party to approve of, or waive any of its rights under this Agreement. A Party's consent, approval or waiver shall be made in writing, be signed by the chief administrative officer of the Party, or his or her designee, and sent to the other Party.
7. **SUCCESSORS.** This Agreement shall be binding upon the Parties hereto, Developer and their successors (including, without limitation, successor corporate authorities of the City, the Fire Protection District, and the Developer).
8. **INTEGRATION.** This Agreement represents the entire agreement between the City and the Fire Protection District regarding the subject matters hereof. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law. No express or implied covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations not contained in this Agreement are of no force or effect whatsoever. In signing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party hereto or the agents, representatives, or attorneys or any Party with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

9. RELEASES AND WAIVERS.

- a. Except for obligations arising under this Agreement, the Fire Protection District, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Resolution Issue on behalf of the Fire Protection District unconditionally release and forever discharge the City, Developer, and their respective agents, employees, partners, members, elected and appointed officials, and attorneys, who are liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by the Fire Protection District related to the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given by the Fire Protection District herein includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement.
- b. Except for obligations arising under this Agreement, the City, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Resolution Issue on behalf of the City unconditionally release and forever discharge the Fire Protection District, and their agents, employees, elected and appointed officials, and attorneys, who are liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or

nature whatsoever that could have been alleged by the City in the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given by the City herein includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Resolution Issue and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement.

10. SEVERABILITY AND NO WAIVER. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement. The failure of any Party to enforce any provision in this Agreement shall not be construed as a waiver of any such provision or prevent such Party thereafter from enforcing such provision or any other provision of this Agreement.

11. EFFECTIVE DATE. This Agreement shall be effective after approval by the City Council and the Fire Protection District, and on the date the last of the Parties executes this Agreement (the "Effective Date").

12. LIMITED JOINDER. Developer joins this Agreement for the sole and limited purpose of confirming Developer's agreement to pay the sums specified in Section 3(a)(iii) of this Agreement pursuant to the terms of the Redevelopment Agreement.

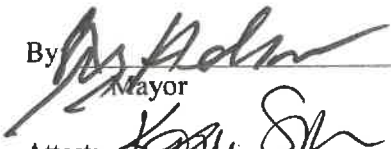
13. TERM. This Agreement shall remain in effect until the dissolution of the TIF District or until such other time as the Parties may mutually agree in writing.

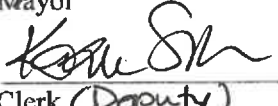
14. COUNTERPARTS. This Agreement may be executed by the Parties in multiple counterparts which, when taken together, shall be deemed on and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by

their authorized officials.

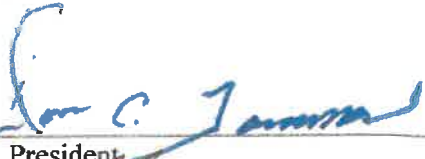
**CITY OF PROSPECT HEIGHTS, Cook
County, Illinois**

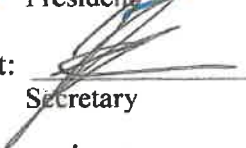
By: 
Mayor

Attest: 
Clerk (Deputy)

Date: October 18, 2021

**PROSPECT HEIGHTS FIRE
PROTECTION DISTRICT, Cook County,
Illinois**

By: 
President

Attest: 
Secretary

Date: 10/12/2021

LIMITED JOINDER

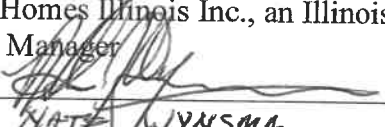
The undersigned, being the owner or contract purchaser of certain properties proposed to be included in the Prospect Pointe/Muir Park TIF District, in consideration of the Fire Protection District's covenants contained in Section 4 of this Agreement and the release contained in Section 9(a) of this Agreement, do hereby join in the execution of this Agreement to confirm their agreement to pay the sums specified in Section 3(a) of this Agreement pursuant to the terms of the Redevelopment Agreement.

Signed this 7 day of Feb., 2022.

[add signature information for appropriate Lexington Homes entity]

LEXINGTON HOMES L.L.C., an Illinois limited liability company,

By: Lexington Homes Illinois Inc., an Illinois corporation, its Manager

By: 

Name: KATE WYNSMA

Title: VP

Effective Date: Feb. 7, 2022

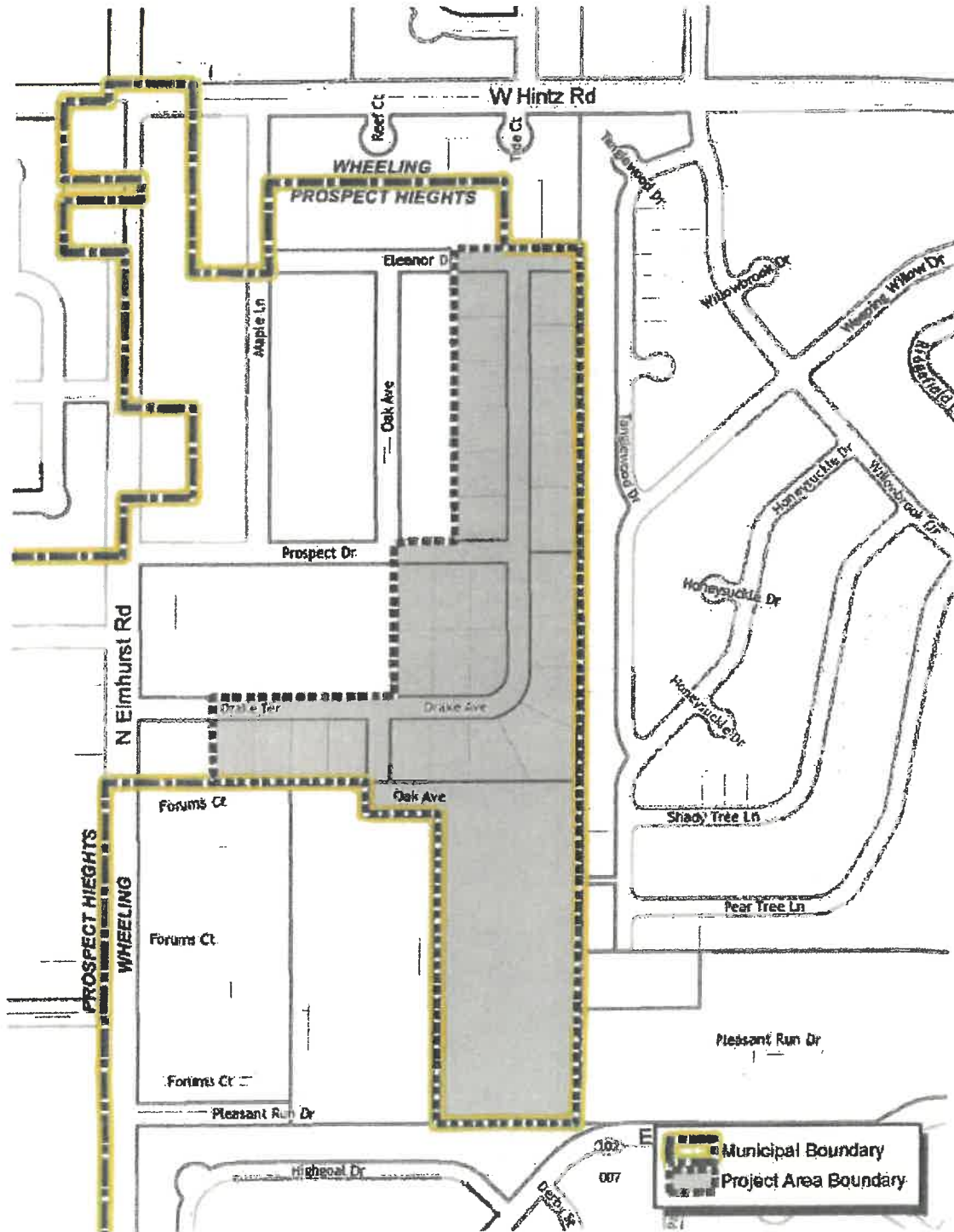
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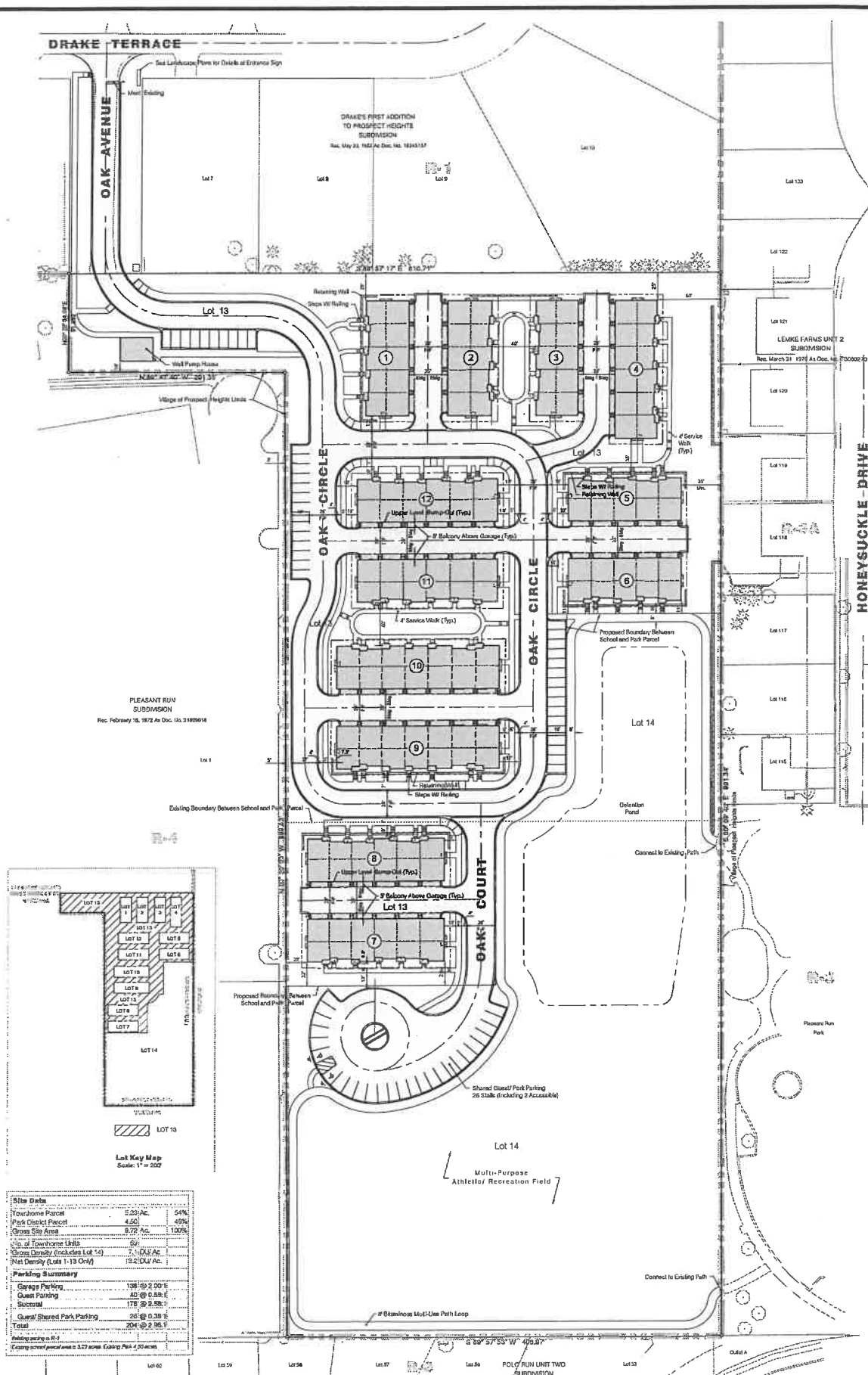
EXHIBIT A

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND WEST HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 15, TOWNSHIP 42, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF OAK AVENUE AND THE SOUTH LINE OF DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS, BEING A SUBDIVISION PER DOCUMENT 16245157; THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF LOT 3 IN SAID DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS; THENCE NORTH ALONG SAID WEST LINE AND NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF DRAKE TERRACE; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE AND EXTENSIONS THEREOF OF LOT 16 AND LOT 31 IN SAID DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF PROSPECT DRIVE; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINES AND EXTENSIONS THEREOF OF LOTS 47 THRU 52 IN GLENDRAKE, BEING A SUBDIVISION PER DOCUMENT 16632601; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF ELEANOR DRIVE; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID WEST HALF OF NORTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF POLO RUN UNIT TWO, BEING A SUBDIVISION PER DOCUMENT 86110531; THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF PLEASANT RUN SUBDIVISION, BEING A SUBDIVISION PER DOCUMENT 21809018; THENCE NORTHERLY AND WESTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFORESAID DRAKE'S FIRST ADDITION TO PROSPECT HEIGHTS AND POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

EXHIBIT B





Proposed Geometry Compared to
Proposed Heights R-2 (General Residential District)

The Reserve at Muir Park - 68 Unit Plan				
Zoning Variance Request Summary				
	Required	Proposed		
	PUD	R-2	68 Unit Plan	Max. Variance
Yards				
Front (North)	50'	20'	25'	25'
Side (East)	30'	21.43'	30'	-
Side (West)	35'	25.68'	20'	15'
Rear (South)	30'	30'	350'	-
3-6' Deck Overhang	30'	30'	24'	6'

Note: The respondent's life years were calculated as 20% of lifetime risk.



VILLAGE OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS





To: Acting Mayor Dolick and Members of the City Council
Joe Wade, City Administrator

From: Peter P. Falcone, Assistant City Administrator

PPF

Date: April 6, 2022

Re: O-22-09 Amending Pay Plan Ordinance

Background:

Every May 1st the City Council is presented and passes a budget ordinance for the following fiscal year. Factored into each budget ordinance presented to the Council are the proposed and contractually required wage adjustments for the following fiscal year. For fiscal transparency and to provide a formal record of all proposed wage adjustments, a Pay Plan Ordinance is created and presented to the Council for deliberation and decision. For fiscal year 2022-23, a 2.75% wage adjustment is being presented to Council.

Analysis:

Staff researched what other communities are offering and found a range of 2% to 3% in adjustment and/or merit increases for fiscal year 2022-23. Staff also looked at the most recent rate adjustments for our Public Works and Police union employees for an internal comparison (PW – 3%; Patrol – 2.75%; and Sergeants – 2.75%).

Recommendation:

It is the recommendation that Council approve Ordinance O-22-09 Amending the City's Pay Plan.

ORDINANCE NO. O-22-09
An Ordinance Amending the Pay Plan

WHEREAS, pursuant to Section 1-7-1 of the Prospect Heights City Code, as amended, the City Council shall from time to time adopt an ordinance which sets forth the title of each employee position in the City, the number of authorized positions in each title and the salary range for every employment position in the City and such other information about each title or position as it deems necessary;

WHEREAS, the Mayor and City Council find it necessary and convenient to amend the pay plan as set forth on Exhibit A to this ordinance;

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

SECTION 1. The Authorized Positions and Pay Plan ("Pay Plan"), attached as Exhibit A to this ordinance, is hereby approved and incorporated into this ordinance in full.

SECTION 2. The City Administrator is authorized and directed to implement the Pay Plan.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED and APPROVED this _____ day of April, 2022.

Matthew Dolick, Acting Mayor

ATTEST:

City Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Published in pamphlet form: April _____, 2022

EXHIBIT A

Authorized Positions and Pay Plan

Department	Title	Authorized Positions	Salary Range		
			Low	Mid	High
Building & Development	Building & Development Director	1	\$ 93,916 \$ 96,499	\$ 116,045 \$ 119,236	\$ 138,175 \$ 141,975
Building & Development	Code Enforcement Officer	1	\$ 45,878 \$ 47,140	\$ 63,150 \$ 64,887	\$ 80,422 \$ 82,634
Building & Development	Assistant Director	0	Vacant and Not Funded		
Building & Development	Health Inspector	0	Services currently provided by contractor.		
Building & Development	Plumbing Inspector	0	Services currently provided by contractor.		
Building & Development	Electrical Inspector	0	Services currently provided by contractor.		
Building &	Building Inspector/ Plan Examiner	1	\$ 57,680 \$ 59,266	\$ 71,070 \$ 73,024	\$ 78,795 \$ 80,962
Building & Development	Building and Development Admin Asst/Permit Coordinator	1	\$ 44,259 \$ 45,476	\$ 57,753 \$ 59,341	\$ 71,786 \$ 73,760
Building & Development	Scanning Intern	1	\$ 11.11 \$ 11.42	\$ 13.83 \$ 14.21	\$ 16.56 \$ 17.02
Administration	City Administrator	1	Set by Action of City Council		
Administration	Assistant City Administration	0	\$ 74,936 \$ 76,997	\$ 87,512 \$ 89,919	\$ 99,565 \$ 102,303
Administration	Assistant to the City Administrator	1	Vacant and Not Funded		
Administration	Deputy Clerk	1	\$ 22.22 \$ 22.83	\$ 28.61 \$ 29.40	\$ 35.11 \$ 36.08
Administration	Administrative Assistant	1	\$ 44,259 \$ 45,476	\$ 57,753 \$ 59,341	\$ 71,786 \$ 73,760
Administration	Finance Director	1	Services currently provided by contractor		
Administration	Assistant Finance Director	1	Services provided by contractor		
Administration	Senior Financial Analyst	1	Services provided by contractor		
Administration	Digital Communications Technician	1 FT	\$ 20.02 \$ 20.57	\$ 26.52 \$ 27.25	\$ 33.01 \$ 33.92

EXHIBIT A

Authorized Positions and Pay Plan

Department	Title	Authorized Positions	Salary Range		
			Low	Mid	High
Administration (NRC)	Intern	1	\$10.74 \$ 11.04	\$11.11 \$ 13.02	\$ 15.00
Administration	Intern	0	Vacant and Not Funded		
Public Safety	Police Chief	1	\$ 127,380 \$ 130,883	\$ 143,572 \$ 147,520	\$ 170,560 \$ 175,250
Public Safety	Deputy Chief	1	\$ 121,713 \$ 125,060	\$ 135,476 \$ 139,202	\$ 148,970 \$ 153,067
Public Safety	Sergeants	5	Compensation Under Collective Bargaining Agreement		
Public Safety	Patrolman (Officers)	16	Compensation Under Collective Bargaining Agreement		
Public Safety	Patrolman Part Time	5	Compensation Under Collective Bargaining Agreement		
Public Safety	Records Supervisor	1	\$ 60,775 \$ 62,446	\$ 74,593 \$ 76,644	\$ 88,518 \$ 90,952
Public Safety	Desk Officers/Records Clerk	2	\$ 44,259 \$ 45,476	\$ 58,077 \$ 59,674	\$ 71,894 \$ 73,871
Public Safety	Police Liason	1	\$ 49,765 \$ 51,134	\$ 63,582 \$ 65,331	\$ 77,400 \$ 79,529
Public Safety	Part Time Desk Officers	4	\$ 16.56 \$ 17.02	\$ 19.49 \$ 20.03	\$ 22.22 \$ 22.83
Public Safety	Technical Assistant	1	\$ 27.56 \$ 28.32	\$ 30.29 \$ 31.12	\$ 32.70 \$ 33.60
Public Safety	Crossing Guards	4 PT	\$ 24.31 \$ 24.98	\$ 28.61 \$ 29.40	\$ 33.01 \$ 33.92
Public Safety	Relief Guards	3 PT	\$ 24.31 \$ 24.98	\$ 28.61 \$ 29.40	\$ 33.01 \$ 33.92
Public Safety	Social Workers	0	Services currently provided by contractor		
Public Works	Public Works Director	1	\$ 93,916 \$ 96,499	\$ 116,045 \$ 119,236	\$ 138,175 \$ 141,975
Public Works	Public Works Superintendent	0	Vacant and Not Funded		
Public Works	Foreman	0	Vacant and Not funded		

EXHIBIT A

Authorized Positions and Pay Plan

Department	Title	Authorized Positions	Salary Range		
			Low	Mid	High
Public Works	Crew Leader	1	Compensation Under Collective Bargaining Agreement		
Public Works	Maintenance Worker	3	Compensation Under Collective Bargaining Agreement		
Public Works	Mechanic	1	Compensation Under Collective Bargaining Agreement		
Public Works	Water Operator	1	Compensation Under Collective Bargaining Agreement		
Public Works	Seasonal Staff	2	\$ 11.11	\$ 13.83	\$ 16.56
			\$ 11.42	\$ 14.21	\$ 17.02

April 4, 2022

TO: Interim Mayor Matthew Dolick, Members of the City Council, Management and Staff

FROM: Cheri Graefen, Finance Director

RE: **Fiscal Year 2022-2023 City of Prospect Heights Proposed Budget**

As a result of recent economic changes, the budget workshop meetings held in March and subsequent discussion/analysis, attached for your approval is the final proposed operating budget for the City of Prospect Heights for FY2022-2023. The proposed budget is summarized as follows:

Fund name	Budgeted Revenue	Budgeted Expenditures	Net Revenue (Expense)
General Fund	9,274,901	9,344,188	(69,287)
Motor Fuel Tax	797,056	-	797,056
Tourism District	375,000	347,700	27,300
DEA Seizure	100	229,700	(229,600)
Solid Waste	475,000	538,000	(63,000)
Palatine Road TIF	-	14,600	(14,600)
SSA #1	-	-	-
SSA #2	-	10,000	(10,000)
SSA #3	-	10,000	(10,000)
SSA #4	-	10,000	(10,000)
SSA #5	28,500	17,675	10,825
SSA #8	145,300	22,675	122,625
Capital Improvements	1,155,988	2,400,105	(1,244,117)
Road Construction	1,254,482	1,258,482	(4,000)
SSA #6 Construction	218,895	218,895	-
Water	923,000	982,230	(59,230)
Sanitary Sewer	806,300	795,955	10,345
Parking	116,800	116,050	750
Police Pension	1,462,000	1,366,000	96,000
Total	17,033,322	17,682,255	(648,933)

Per the table above, the expenditures exceed revenue by (\$648,933) due to net budgeted expenditures in Capital Improvements Fund of (\$1,244,117). The excess expenditures in the Capital Improvements Fund are included in the Capital Improvement Plan for FY23-27. Details of individual revenue and expenditure accounts for all funds are attached.

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
GENERAL	01-105-3000	REAL ESTATE TAXES	359,543	411,497	350,000	\$ 556,750
GENERAL	01-105-3005	USE TAX	728,665	525,000	700,000	493,500
GENERAL	01-105-3006	NON-HOME RULE SALES TAX	338,920	460,000	285,000	460,000
GENERAL	01-105-3010	UTILITY - ELECTRIC	383,308	340,000	360,000	340,000
GENERAL	01-105-3011	UTILITY - NATURAL GAS	185,220	200,000	150,000	175,000
GENERAL	01-105-3012	UTILITY- TELEPHONE	166,340	130,000	180,000	130,000
GENERAL	01-105-3030	ROAD & BRIDGE TAXES	25,696	15,000	25,000	25,000
GENERAL	01-105-3040	RENTAL CAR TAXES	16,358	20,000	15,000	20,000
GENERAL	01-105-3050	PLACES FOR EATING TAX	215,459	310,000	210,000	320,000
GENERAL	01-105-3060	HANDLE TAX - OTB	127,434	110,000	135,000	125,000
GENERAL	01-105-3064	CANNABIS TAX	109,079	300,000	500,000	375,000
GENERAL	01-105-3065	VIDEO GAMING TAX	214,499	275,000	200,000	280,000
GENERAL	01-105-3066	PULL TAB AND CHARITABLE GAMING TAX	-	5,058	6,000	6,000
GENERAL	01-105-3070	AMUSEMENT TAX	388	-	500	500
GENERAL	01-110-3100	INCOME TAXES	1,973,191	1,960,000	1,500,000	1,975,000
GENERAL	01-110-3101	PERSONAL PROPERTY REPLACE TAX	7,507	9,000	4,000	6,000
GENERAL	01-110-3110	SALES TAXES	1,275,604	1,350,000	1,250,000	1,400,000
GENERAL	01-110-3111	GLENVIEW SHARED REVENUE	98,866	30,000	50,000	30,000
GENERAL	01-110-3113	AIRPORT SHARING REVENUE (DNU)	33,640	-	3,000	-
GENERAL	01-115-3200	GRANT REVENUE	356,571	-	-	-
GENERAL	01-115-3201	GRANT - COOK COUNTY CENSUS	10,900	-	-	-
GENERAL	01-115-3202	GRANT - COPS (FEDERAL)	-	55,600	32,000	32,000
GENERAL	01-115-3213	GRANT - STEP	4,882	1,500	5,000	-
GENERAL	01-115-3215	GRANT-IPFR SAFETY GRANT	5,786	5,000	-	15,376
GENERAL	01-115-3244	GRANT - JAG NON-STIMULUS	9,939	-	-	-
GENERAL	01-115-3246	GRANT-POLICE EQUIPMENT	-	500	3,000	3,000
GENERAL	01-115-3247	GRANT - POLICE TOBACCO	(896)	-	3,000	-
GENERAL	01-120-3300	VEHICLE STICKERS	842,834	675,000	675,000	675,000
GENERAL	01-120-3310	VEH. STICKERS SENIORS	41,588	25,000	25,000	25,000
GENERAL	01-120-3320	VEH. STICKERS LATE FEES	36,654	15,000	15,000	15,000
GENERAL	01-120-3321	VEH. STICKERS TRANSFERS	204	250	200	200
GENERAL	01-120-3342	LICENSES - ANIMALS	13,515	9,000	9,000	9,000
GENERAL	01-120-3343	LICENSES - LIQUOR	86,675	65,000	65,000	65,000
GENERAL	01-120-3344	LICENSES - BUSINESS	50,938	40,000	40,000	40,000
GENERAL	01-120-3345	LICENSES - COIN OPERATED	715	-	150	150
GENERAL	01-120-3346	LICENSES - CONTRACTORS	37,900	35,000	35,000	35,000
GENERAL	01-120-3348	LICENSE - AGREEMENTS	20,230	30,000	20,000	25,000
GENERAL	01-125-3350	CABLE FRANCHISE FEES	195,740	165,000	180,000	180,000
GENERAL	01-125-3351	CABLE FRANCHISE FEES-PEG FEES	10,234	7,500	12,000	7,500
GENERAL	01-125-3355	SOLID WASTE FRANCHISE FEES	106,472	96,000	96,000	96,000
GENERAL	01-125-3360	NATURAL GAS FRANCHISE FEES	19,534	25,000	21,000	25,000
GENERAL - B&Z	01-130-3400	BUILDING PERMITS	298,917	205,100	175,000	175,000
GENERAL - B&Z	01-130-3402	PUBLIC HEARING FEES	5,250	4,000	2,500	5,000
GENERAL - B&Z	01-130-3403	ELEVATOR INSPECTION FEE	7,900	6,000	5,000	5,000
GENERAL - B&Z	01-130-3404	CERT. OF OCC. INSPECTION FEES	1,325	1,200	1,200	1,200
GENERAL - B&Z	01-130-3405	HEALTH INSPECTION FEE	80	3,000	300	1,000
GENERAL - B&Z	01-130-3406	COMMERCIAL INSPECTION FEE	9,645	9,545	9,150	9,150
GENERAL - B&Z	01-130-3407	ENGINEERING PERMIT FEES	9,739	10,000	8,000	10,000
GENERAL - B&Z	01-130-3408	VACANT FORECLOSURE REGISTRATIONS	8,000	6,300	7,900	6,500
GENERAL - B&Z	01-130-3410	BUILDING RE-INSP. FEE	1,350	1,300	500	1,000
GENERAL - B&Z	01-130-3411	RENTAL INSPECTION FEE	237,000	226,875	225,000	226,875
GENERAL - PUBLIC SAFETY	01-140-3500	TRAFFIC FINES	96,048	250,000	125,000	175,000
GENERAL - PUBLIC SAFETY	01-140-3505	ORDINANCE & PARKING FINES	105,994	95,000	110,000	100,000
GENERAL - PUBLIC SAFETY	01-140-3515	ADMINISTRATIVE TOW FEE	27,500	28,000	30,000	30,000
GENERAL - PUBLIC SAFETY	01-140-3520	DUI ASSESSMENTS	770	3,000	5,000	3,000
GENERAL - PUBLIC SAFETY	01-140-3525	POLICE ALARM LICENSES & FEES	16,040	9,500	11,000	10,000
GENERAL - PUBLIC SAFETY	01-145-3550	POLICE REVENUE-NARCOTICS	-	-	2,000	-
GENERAL - PUBLIC SAFETY	01-145-3551	POLICE REVENUE-TASK FORCE	14,457	5,000	18,000	19,500

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
GENERAL - PUBLIC SAFETY	01-145-3553	POLICE REVENUE-SPECIAL DETAILS	17,940	30,000	25,000	28,000
GENERAL - PUBLIC SAFETY	01-145-3555	POLICE REVENUE - SEIZED ASSETS	1,392	5,000	2,500	2,500
GENERAL - PUBLIC SAFETY	01-145-3560	POLICE REVENUE - PROPERTY	-	500	-	-
GENERAL - PUBLIC SAFETY	01-145-3745	PUBLIC SAFETY REIMBURSABLE FEE (DNU)	250	-	1,500	-
GENERAL	01-150-3613	CVB/TOURISM SERVICE CHARGE	60,000	60,000	60,000	60,000
GENERAL	01-150-3617	SOLID WASTE SERVICE CHARGE	100,000	100,000	100,000	100,000
GENERAL	01-155-3700	EMPLOYEE SALARY REIMBURSEMENT	30,108	30,000	30,000	32,000
GENERAL	01-155-3702	EMPLOYEE INS. REIMBURSEMENT	54,379	62,000	62,000	63,200
GENERAL	01-155-3703	RETIREE HEALTH INS REIMBURSE	43,330	42,000	42,000	57,000
GENERAL	01-155-3720	FIRE DISTRICT GAS REIMB.	6,123	6,600	6,600	7,200
GENERAL	01-155-3730	INSURANCE REIMBURSEMENTS	21,901	42,625	10,000	20,000
GENERAL	01-155-3741	BUILDING & ENG DEPT REIMB FEES	1,624	650	1,500	750
GENERAL	01-160-3800	INTEREST INCOME	492,445	600	10,000	1,000
GENERAL	01-160-3801	INTEREST INCOME - IL FUNDS	11,877	3,200	15,000	2,500
GENERAL	01-160-3802	INTEREST INCOME - PMA	4,080	1,000	6,000	1,000
GENERAL	01-160-3803	REALIZED/UNREALIZED G/L-PMA	68,813	-	25,000	-
GENERAL	01-160-3810	NEWSLETTER ADVERTISING	5,045	5,500	3,500	5,500
GENERAL	01-160-3811	BUS SHELTERS AD REVENUE (DNU)	2,517	-	-	-
GENERAL	01-160-3815	SPONSORSHIP & CONTRIBUTIONS	7,220	13,350	8,000	15,000
GENERAL	01-160-3820	SALE OF CITY PROPERTY	-	2,000	-	-
GENERAL	01-160-3830	GASOLINE REBATE	-	1,615	1,000	1,800
GENERAL	01-160-3840	AIRPORT MEETING FEES	5	3,045	3,000	3,000
GENERAL	01-160-3899	MISCELLANEOUS INCOME	8,562	18,500	10,000	15,000
GENERAL	01-200-3990	INTERFUND TRANSFERS	168,700	3,400	3,400	115,250
	General	FUND 01 REVENUE	10,056,459	8,996,310	8,321,400	9,274,901
	DEPT 310 - CITY COUNCIL EXPENDITURES					
GENERAL - CITY COUNCIL	01-310-4000	WAGES	30,435	32,200	32,200	95,990
	01-310-4100	HEALTH INSURANCE				30,200
GENERAL - CITY COUNCIL	01-310-4200	SOCIAL SECURITY	1,659	2,000	2,000	6,000
GENERAL - CITY COUNCIL	01-310-4210	MEDICARE	388	500	500	900
	01-310-4220	IMRF				6,000
GENERAL - CITY COUNCIL	01-310-5100	PROFESSIONAL SERVICES	76	200	-	-
GENERAL - CITY COUNCIL	01-310-5300	ALDERMANIC EXPENSES	2,667	1,000	3,500	3,500
GENERAL - CITY COUNCIL	01-310-5310	MEMBERSHIPS	10,791	12,000	12,000	12,000
GENERAL - CITY COUNCIL	01-310-5330	TRAINING	15	-	500	500
GENERAL - CITY COUNCIL	01-310-5950	SPECIAL EVENTS	21,508	38,000	35,000	43,000
GENERAL - CITY COUNCIL	01-310-5960	NRC OPERATIONS	3,150	10,000	4,120	6,485
GENERAL - CITY COUNCIL	01-310-7020	EQUIPMENT	19,567	20,000	20,300	27,500
	DEPT 310	TOTAL CITY COUNCIL	90,255	115,900	110,120	232,075
	DEPT 320 - ADMINISTRATION DEPARTMENT EXPENDITURES					
GENERAL - ADMIN	01-320-4000	WAGES	367,988	345,000	345,000	390,000
GENERAL - ADMIN	01-320-4003	WAGES - PART-TIME	7,883	12,000	40,500	-
GENERAL - ADMIN	01-320-4100	HEALTH INSURANCE	21,552	22,000	22,000	28,500
GENERAL - ADMIN	01-320-4110	LIFE INSURANCE	492	400	400	350
GENERAL - ADMIN	01-320-4200	SOCIAL SECURITY	20,246	25,200	25,200	22,514
GENERAL - ADMIN	01-320-4210	MEDICARE	5,415	6,200	6,200	5,419
GENERAL - ADMIN	01-320-4220	IMRF	43,140	40,000	55,000	52,235
GENERAL - ADMIN	01-320-5100	PROF SERVICES	17,448	15,500	15,500	11,500
GENERAL - ADMIN	01-320-5105	PROF SERVICES-ENGR	36,417	45,000	60,000	60,000
GENERAL - ADMIN	01-320-5106	PROF SERVICES - GIS	28,395	18,000	20,000	20,000
GENERAL - ADMIN	01-320-5107	PROF SERVICES - REIMBURSEABLE (DNU)	-	200	5,000	-
GENERAL - ADMIN	01-320-5130	COMPUTER CONSULTANT	59,973	48,000	48,000	10,095
GENERAL - ADMIN	01-320-5200	POSTAGE	15,621	10,000	12,000	12,000
GENERAL - ADMIN	01-320-5220	PHOTOCOPY	8,833	12,000	12,000	12,000
GENERAL - ADMIN	01-320-5221	PRINTING	14,834	13,500	17,000	18,700
GENERAL - ADMIN	01-320-5222	LEGAL NOTICES	1,508	2,000	2,000	2,000

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
GENERAL - ADMIN	01-320-5230	WEBSITE	7,450	8,500	7,200	8,500
GENERAL - ADMIN	01-320-5310	MEMBERSHIPS	1,986	3,000	2,500	3,000
GENERAL - ADMIN	01-320-5330	TRAINING	-	-	3,500	3,500
GENERAL - ADMIN	01-320-5410	UTILITIES	49,169	55,000	60,000	60,000
GENERAL - ADMIN	01-320-5430	CREDIT CARD & BANK CHARGES	20,059	14,000	11,000	15,000
GENERAL - ADMIN	01-320-5500	LIABILITY INSURANCE	6,125	20,000	18,490	23,625
GENERAL - ADMIN	01-320-5501	INSURANCE DEDUCTIBLES	-	500	2,500	2,500
GENERAL - ADMIN	01-320-5530	WORKERS COMP INSURANCE	3,535	3,100	3,100	3,100
GENERAL - ADMIN	01-320-5700	OFFICE SUPPLIES	9,444	6,000	8,000	8,000
GENERAL - ADMIN	01-320-5710	OPERATING SUPPLIES	60	-	500	-
GENERAL - ADMIN	01-320-5751	GASOLINE (DNU)	-	-	300	-
GENERAL - ADMIN	01-320-5820	PUBLICATIONS (DNU)	267	-	-	-
GENERAL - ADMIN	01-320-5951	EMPLOYEE RECOGNITION	-	345	-	400
GENERAL - ADMIN	01-320-5990	COVID-19 EXPENSES (DNU)	158	-	-	-
GENERAL - ADMIN	01-320-7020	EQUIPMENT	-	15,000	6,000	4,000
	DEPT 320	TOTAL ADMINISTRATION	747,996	740,445	808,890	776,938
	DEPT 322 - FINANCE DEPARTMENT EXPENDITURES					
GENERAL - FINANCE	01-322-5101	AUDIT	16,220	14,875	12,920	16,500
GENERAL - FINANCE	01-322-5102	FINANCIAL SERVICES	160,193	120,000	123,000	130,000
GENERAL - FINANCE	01-322-5310	MEMBERSHIPS	190	500	1,000	1,000
GENERAL - FINANCE	01-322-5541	ACCTING SERVICE FEES	9,856	15,000	8,000	10,000
	DEPT 322	TOTAL FINANCE	186,460	150,375	144,920	157,500
	DEPT 324 - LEGAL DEPARTMENT EXPENDITURES					
GENERAL - LEGAL	01-324-5120	CITY ATTORNEY (TRESSLER)	270,840	150,000	300,000	225,000
GENERAL - LEGAL	01-324-5122	CITY PROSECUTOR (KARM&LA MANTIA)	23,750	42,000	42,000	42,000
GENERAL - LEGAL	01-324-5123	LABOR ATTORNEY (ACKERMAN)	10,761	50,000	40,000	50,000
GENERAL - LEGAL	01-324-5125	OUTSIDE COUNSEL (OTHER)	-	2,000	5,000	3,000
	DEPT 324	TOTAL LEGAL	305,351	244,000	387,000	320,000
	DEPT 340 - COMMUNITY DEVELOPMENT DEPARTMENT EXPENDITURES					
GENERAL - B&Z	01-340-4000	WAGES	330,383	335,000	335,000	343,000
GENERAL - B&Z	01-340-4100	HEALTH INSURANCE	62,033	60,000	60,000	45,000
GENERAL - B&Z	01-340-4110	LIFE INSURANCE	361	400	400	400
GENERAL - B&Z	01-340-4200	SOCIAL SECURITY	19,643	21,000	21,000	21,500
GENERAL - B&Z	01-340-4210	MEDICARE	4,651	5,000	5,000	5,000
GENERAL - B&Z	01-340-4220	IMRF	45,901	48,000	48,000	50,000
GENERAL - B&Z	01-340-5100	PROFESSIONAL SERVICES	52,287	58,000	61,800	80,000
GENERAL - B&Z	01-340-5111	BILLABLE ENGINEERING	11,123	12,000	10,000	10,000
GENERAL - B&Z	01-340-5221	PRINTING	22	1,500	1,500	1,500
GENERAL - B&Z	01-340-5222	LEGAL NOTICES	3,884	3,500	2,000	3,000
GENERAL - B&Z	01-340-5310	MEMBERSHIPS	630	1,000	920	1,200
GENERAL - B&Z	01-340-5330	TRAINING	340	4,000	4,000	4,000
GENERAL - B&Z	01-340-5500	LIABILITY INSURANCE	875	2,000	1,840	2,375
GENERAL - B&Z	01-340-5530	WORKERS COMPENSATION INSURANCE	3,463	3,500	3,900	3,900
GENERAL - B&Z	01-340-5700	OFFICE SUPPLIES	1,024	3,000	3,500	3,500
GENERAL - B&Z	01-340-5751	GASOLINE	1,258	1,800	2,000	2,000
GENERAL - B&Z	01-340-5820	PUBLICATIONS	-	2,500	2,500	5,000
GENERAL - B&Z	01-340-7020	EQUIPMENT	3,343	7,200	7,200	7,200
	DEPT 340	TOTAL COMMUNITY DEVEL	541,220	569,400	570,560	588,575
	DEPT 350 - PUBLIC WORKS DEPARTMENT EXPENDITURES					
GENERAL - PUBLIC WORK	01-350-4000	WAGES	397,987	370,000	395,000	414,900
GENERAL - PUBLIC WORK	01-350-4001	ALLOCATED WAGES & BENEFITS	(45,000)	(45,000)	(45,000)	(46,300)
GENERAL - PUBLIC WORK	01-350-4003	WAGES - PART-TIME	12,964	11,000	14,000	16,500
GENERAL - PUBLIC WORK	01-350-4010	OVERTIME	30,703	30,000	30,000	45,000
GENERAL - PUBLIC WORK	01-350-4100	HEALTH INSURANCE	122,811	145,000	145,000	142,000

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
GENERAL - PUBLIC WORK	01-350-4110	LIFE INSURANCE	447	500	500	500
GENERAL - PUBLIC WORK	01-350-4200	SOCIAL SECURITY	26,388	24,000	26,000	27,000
GENERAL - PUBLIC WORK	01-350-4210	MEDICARE	6,227	5,000	6,000	6,500
GENERAL - PUBLIC WORK	01-350-4220	IMRF	58,208	55,000	61,000	63,200
GENERAL - PUBLIC WORK	01-350-5020	VEHICLE MAINTENANCE	33,184	35,000	50,000	50,000
GENERAL - PUBLIC WORK	01-350-5031	SIGNAL MAINTENANCE	31,067	25,000	25,000	28,000
GENERAL - PUBLIC WORK	01-350-5100	PROFESSIONAL SERVICES	8,343	11,000	19,000	19,000
GENERAL - PUBLIC WORK	01-350-5103	PROF SERVICES - FORESTRY	12,794	20,000	20,000	25,000
GENERAL - PUBLIC WORK	01-350-5104	PROF SERVICES - BUILDING MAIN	41,375	61,000	72,000	72,000
GENERAL - PUBLIC WORK	01-350-5106	PROF SERVICES - STREETS/DRAIN	561	46,000	25,000	60,000
GENERAL - PUBLIC WORK	01-350-5310	MEMBERSHIPS	1,734	2,500	3,500	3,000
GENERAL - PUBLIC WORK	01-350-5330	TRAINING	120	3,500	6,000	5,000
GENERAL - PUBLIC WORK	01-350-5410	UTILITIES/CELL PHONE/CABLE	7,641	7,000	7,000	7,000
GENERAL - PUBLIC WORK	01-350-5411	WATER AND ELECTRIC PURCHASES	12,178	12,000	12,000	13,000
GENERAL - PUBLIC WORK	01-350-5421	DUMP CHARGES	241	500	2,000	2,000
GENERAL - PUBLIC WORK	01-350-5500	LIABILITY INSURANCE PREMIUM	39,094	43,000	27,740	48,225
GENERAL - PUBLIC WORK	01-350-5510	RENTAL EQUIPMENT	372	500	2,000	500
GENERAL - PUBLIC WORK	01-350-5530	WORKERS COMPENSATION INSURANCE	17,279	16,000	18,600	18,500
GENERAL - PUBLIC WORK	01-350-5610	EQUIPMENT MAINTENANCE	3,045	5,000	5,000	5,000
GENERAL - PUBLIC WORK	01-350-5632	ICE CONTROL MAINTENANCE	73,374	70,000	80,000	80,000
GENERAL - PUBLIC WORK	01-350-5634	STONE & CONCRETE	2,368	24,000	5,000	18,000
GENERAL - PUBLIC WORK	01-350-5635	STORM SEWER & PIPE	1,243	4,500	4,000	4,500
GENERAL - PUBLIC WORK	01-350-5650	LANDSCAPE SUPPLIES	6,669	19,000	25,000	25,000
GENERAL - PUBLIC WORK	01-350-5700	OFFICE SUPPLIES	708	1,500	1,500	1,500
GENERAL - PUBLIC WORK	01-350-5710	OPERATING SUPPLIES	20,580	21,000	24,000	24,000
GENERAL - PUBLIC WORK	01-350-5721	SIGNS	10,965	14,000	25,000	20,000
GENERAL - PUBLIC WORK	01-350-5730	TOOLS	2,804	3,000	4,000	4,000
GENERAL - PUBLIC WORK	01-350-5751	GASOLINE	16,065	18,000	18,000	18,000
GENERAL - PUBLIC WORK	01-350-5990	COVID-19 EXPENSES	2,271	-	-	-
GENERAL - PUBLIC WORK	01-350-7011	IMPROVEMENTS - PW	21,725	38,000	40,000	45,000
GENERAL - PUBLIC WORK	01-350-7020	EQUIPMENT	57	-	25,000	25,000
GENERAL - PUBLIC WORK	01-350-7023	SAFETY EQUIPMENT	4,842	5,000	5,000	5,000
GENERAL - PUBLIC WORK	01-350-7025	HARDWARE/SOFTWARE	925	800	5,700	5,100
	DEPT 350	TOTAL PUBLIC WORKS	984,359	1,102,300	1,189,540	1,300,625
	DEPT 360 - PUBLIC SAFETY DEPARTMENT EXPENDITURES					
GENERAL - PUBLIC SAFETY	01-360-4000	WAGES	646,225	500,000	596,000	611,000
GENERAL - PUBLIC SAFETY	01-360-4001	WAGES - SWORN OFFICERS	1,829,825	1,900,000	2,004,000	2,072,000
GENERAL - PUBLIC SAFETY	01-360-4002	WAGES - EXTRA STRAIGHT PAY	7,679	10,000	52,145	57,500
GENERAL - PUBLIC SAFETY	01-360-4004	WAGES - PART-TIME SWORN OFFCRS	67,777	60,000	120,000	120,000
GENERAL - PUBLIC SAFETY	01-360-4010	OVERTIME	2,499	2,000	3,000	3,000
GENERAL - PUBLIC SAFETY	01-360-4011	OVERTIME - SWORN OFFICERS	115,573	120,000	153,000	153,000
GENERAL - PUBLIC SAFETY	01-360-4100	HEALTH INSURANCE	482,304	450,000	480,000	508,000
GENERAL - PUBLIC SAFETY	01-360-4110	LIFE INSURANCE	2,367	3,000	3,000	2,700
GENERAL - PUBLIC SAFETY	01-360-4120	UNEMPLOYMENT INSURANCE	251	-	-	-
GENERAL - PUBLIC SAFETY	01-360-4200	SOCIAL SECURITY	21,758	20,000	24,000	27,000
GENERAL - PUBLIC SAFETY	01-360-4210	MEDICARE	38,040	37,000	37,000	43,000
GENERAL - PUBLIC SAFETY	01-360-4220	IMRF	45,642	40,000	31,000	33,000
GENERAL - PUBLIC SAFETY	01-360-4230	PENSION CONTRIBUTION - R/E TAX	338,132	411,497	522,500	556,750
GENERAL - PUBLIC SAFETY	01-360-4231	PENSION CONTRIBUTION-CITY GF	658,882	716,354	716,354	343,250
GENERAL - PUBLIC SAFETY	01-360-5100	PROFESSIONAL SERVICES	24,192	20,000	20,000	46,920
GENERAL - PUBLIC SAFETY	01-360-5101	PROFESSIONAL SERVICES - VOCA	80,084	75,000	83,000	84,660
GENERAL - PUBLIC SAFETY	01-360-5140	PRISONERS CARE	234	500	1,500	1,000
GENERAL - PUBLIC SAFETY	01-360-5141	KENNEL FEES	3,723	500	1,500	1,000
GENERAL - PUBLIC SAFETY	01-360-5200	POSTAGE	43	500	2,000	2,000
	01-360-5220	PHOTOCOPY	12,188	15,600	15,600	15,600
GENERAL - PUBLIC SAFETY	01-360-5221	PRINTING	2,938	3,000	3,000	3,000
GENERAL - PUBLIC SAFETY	01-360-5240	NORTHWEST CENTRAL DISPATCH	195,696	215,000	225,000	215,000

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
GENERAL - PUBLIC SAFETY	01-360-5310	MEMBERSHIPS	43,574	51,000	51,000	51,000
GENERAL - PUBLIC SAFETY	01-360-5321	AUTO EXPENSE	2,242	2,500	2,500	3,000
SAFETY	01-360-5330	TRAINING	14,546	15,000	28,000	28,000
GENERAL - PUBLIC SAFETY	01-360-5340	TUITION REIMBURSEMENT	10,480	-	8,000	8,000
GENERAL - PUBLIC SAFETY	01-360-5410	UTILITIES	3,502	6,000	7,000	6,000
GENERAL - PUBLIC SAFETY	01-360-5500	LIABILITY INSURANCE PREMIUM	43,747	62,000	55,460	70,550
GENERAL - PUBLIC SAFETY	01-360-5510	RENTAL EQUIPMENT	416	500	500	500
GENERAL - PUBLIC SAFETY	01-360-5520	ID NETWORKS	5,559	10,000	5,000	-
GENERAL - PUBLIC SAFETY	01-360-5530	WORKERS COMPENSATION INSURANCE	117,083	120,000	124,100	123,000
GENERAL - PUBLIC SAFETY	01-360-5610	EQUIPMENT MAINTENANCE	18,478	16,000	16,000	16,000
GENERAL - PUBLIC SAFETY	01-360-5611	RADIO MAINTENANCE	638	100	1,000	1,000
GENERAL - PUBLIC SAFETY	01-360-5700	OFFICE SUPPLIES	5,016	5,000	6,000	6,000
GENERAL - PUBLIC SAFETY	01-360-5710	OPERATING SUPPLIES	3,153	6,500	9,000	9,000
GENERAL - PUBLIC SAFETY	01-360-5740	RANGE SUPPLIES	8,982	10,000	10,000	10,000
GENERAL - PUBLIC SAFETY	01-360-5741	CLOTHING	19,028	26,000	26,000	26,000
GENERAL - PUBLIC SAFETY	01-360-5751	GASOLINE	36,323	40,000	50,000	50,000
GENERAL - PUBLIC SAFETY	01-360-5820	PUBLICATIONS	401	-	1,000	1,000
GENERAL - PUBLIC SAFETY	01-360-5990	COVID-19 EXPENSES	3,284	255	2,000	-
GENERAL - PUBLIC SAFETY	01-360-7022	POLICE - SMALL EQUIPMENT	19,285	21,000	21,000	21,000
GENERAL - PUBLIC SAFETY	01-365-5981	DUI EXPENSE	6,193	500	20,000	20,000
GENERAL - PUBLIC SAFETY	01-365-5982	NARCOTICS EXPENSE	-	4,000	1,000	3,000
GENERAL - PUBLIC SAFETY	01-365-5983	SEIZED ASSET - EXPENSE	5,207	-	5,000	5,000
	DEPT 360/65	TOTAL PUBLIC SAFETY	4,943,190	4,996,306	5,543,159	5,357,430
GENERAL - REIMB EXPENSES	01-370-4101	RETIREE HEALTH INSURANCE	51,133	72,000	48,000	56,500
GENERAL - REIMB EXPENSES	01-370-5102	GRANT WRITER	21,000	18,000	18,000	18,900
GENERAL - REIMB EXPENSES	01-370-5751	GASOLINE	6,123	7,000	7,500	6,000
GENERAL - MISCELLANEOUS	01-380-5970	REFUNDS	(2,543)	-	1,000	1,000
GENERAL - MISCELLANEOUS	01-380-5975	SALES TAX REBATE	211,951	160,000	160,000	215,000
GENERAL - MISCELLANEOUS	01-380-5999	MISCELLANEOUS EXPENSE	-	-	1,500	1,500
GENERAL - GRANTS	01-390-5947	GRANT-POLICE TOBACCO EXPENSE	(105)	-	-	-
GENERAL - DEBT SERVICE	01-400-6000	PRINCIPAL	160,000	165,000	165,000	170,000
GENERAL - DEBT SERVICE	01-400-6010	INTEREST	28,973	22,034	22,284	15,145
GENERAL - CAPITAL OUTLAY	01-560-7020	EQUIPMENT - POLICE	-	2,500	17,000	15,000
GENERAL 0- TRANSFERS	01-600-8090	INTERFUND TRANSFER OUT	55,000	105,000	105,000	112,000
	GENERAL	TOTAL OTHER	531,533	551,534	545,284	611,045
	GENERAL	FUND 01 EXPENSES	8,330,363	8,470,260	9,299,473	9,344,188
	GENERAL	FUND 01 NET	1,726,096	526,050	(978,073)	(69,287)
						100%
		FUND 11 - MOTOR FUEL TAX FUND				
MFT	11-100-3801	INTEREST INCOME - IL FUNDS	4,733	1,500	5,000	1,000
MFT	11-100-3899	MISCELLANEOUS INCOME	-	-	-	-
MFT	11-110-3120	MOTOR FUEL TAX	543,857	650,000	610,500	617,500
MFT	11-110-3121	MFT REBUILD ILLINOIS	535,667	357,111	357,111	178,556
	MFT	FUND 11 REVENUE	1,084,257	1,008,611	972,611	797,056
MFT	11-500-7051	SIDEWALKS	-	34,986	320,000	-
	11-600-8090	INTERFUND TRANSFER OUT	-	124,922	-	-
	MFT	FUND 11 EXPENSES	-	159,909	320,000	-
	MFT	FUND 11 NET	1,084,257	848,703	652,611	797,056
		FUND 12 - PALATINE/MILWAUKEE TIF FUND				
TIF - Palatine/Milwaukee	12-100-3000	REAL ESTATE TAXES	609,406	-	-	-
TIF - Palatine/Milwaukee	12-100-3800	INTEREST INCOME	1,196	-	-	-
	TIF - Pal/Milw	FUND 12 REVENUE	610,601	-	-	-
TIF - Palatine/Milwaukee	12-300-5100	PROFESSIONAL SERVICES	430	-	5,000	-
TIF - Palatine/Milwaukee	12-300-5101	AUDIT	2,161	-	2,100	-

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
TIF - Palatine/Milwaukee	12-300-5102	FINANCIAL SERVICES	8,077		6,470	-
TIF - Palatine/Milwaukee	12-500-7050	STREET RESURFACING	58,051		-	-
	TIF - Pal/Milw	FUND 12 EXPENSES	68,719	-	13,570	-
	TIF - Pal/Milw	FUND 12 NET	541,882	-	(13,570)	-
		FUND 13 - TOURISM FUND				
Tourism	13-100-3020	HOTEL TAXES	171,901	348,000	156,000	375,000
Tourism	13-100-3800	INTEREST INCOME	7	3	-	-
	Tourism	FUND 13 REVENUE	171,908	348,003	156,000	375,000
Tourism	13-300-5101	AUDIT	1,129	1,191	1,130	1,000
Tourism	13-300-5102	FINANCIAL SERVICES	6,731	5,500	6,470	7,100
Tourism	13-300-5108	BEAUTIFICATION	19,602	22,000	25,000	36,200
Tourism	13-300-5310	MEMBERSHIPS	28,644	30,000	60,000	38,200
Tourism	13-300-5401	SERVICE CHARGE - GENERAL FUND	60,000	60,000	60,000	60,000
Tourism	13-300-5920	GRANT - HOTELS	-	-	-	102,600
Tourism	13-600-8090	INTERFUND TRANSFER OUT	168,700	3,400	3,400	102,600
	Tourism	FUND 13 EXPENSES	284,806	122,091	156,000	347,700
	Tourism	FUND 13 NET	(112,898)	225,912	-	27,300
		FUND 16 - DEA FUND				
DEA	16-100-3800	INTEREST INCOME	131	100	100	100
	DEA	FUND 16 REVENUE	131	100	100	100
DEA	16-300-4011	OVERTIME-SWORN SERVICES	15,834	18,500	15,000	20,000
DEA	16-300-5100	PROFESSIONAL SERVICES	-	-	5,000	6,700
DEA	16-300-5310	MEMBERSHIP	1,758	1,811	4,000	4,000
DEA	16-300-5330	TRAINING	912	-	6,000	6,000
DEA	16-300-5610	EQUIPMENT MAINTENANCE	18,665	25,000	30,000	30,000
DEA	16-300-5710	OPERATING SUPPLIES	999	3,500	9,000	9,000
DEA	16-300-5720	POLICE EQUIPMENT	-	1,000	4,000	4,000
DEA	16-500-7020	EQUIPMENT - CAPITAL	56,183	60,000	180,000	150,000
	DEA	FUND 16 EXPENSES	94,352	109,811	253,000	229,700
	DEA	FUND 16 NET	(94,221)	(109,711)	(252,900)	(229,600)
		FUND 17 - SOLID WASTE FUND				
Solid Waste	17-100-3355	SOLID WASTE FEES	470,159	465,000	460,000	475,000
Solid Waste	17-100-3800	INTEREST INCOME	13	-	-	-
	Solid Waste	FUND 17 REVENUE	470,172	465,000	460,000	475,000
Solid Waste	17-300-5401	SERVICE CHARGE - GENERAL FUND	100,000	100,000	100,000	100,000
Solid Waste	17-300-5420	SWANCC CHARGES	329,036	360,000	360,000	363,000
Solid Waste	17-600-8090	INTERFUND TRANSFER OUT	-	85,000	85,000	75,000
	Solid Waste	FUND 17 EXPENSES	429,036	545,000	545,000	538,000
	Solid Waste	FUND 17 NET	41,135	(80,000)	(85,000)	(63,000)
		FUND 18 - PALATINE ROAD TIF FUND				
TIF - Palatine Rd	18-100-3000	REAL ESTATE TAXES	108,735	80,000	80,000	-
TIF - Palatine Rd	18-100-3800	INTEREST INCOME	199	200	-	-
	TIF - Pal Rd	FUND 18 REVENUE	108,935	80,200	80,000	-
TIF - Palatine Rd	18-300-5100	PROFESSIONAL SERVICES	2,736	-	4,000	4,000
TIF - Palatine Rd	18-300-5101	AUDIT	2,161	2,324	2,100	3,500
	18-300-5102	FINANCIAL SERVICES	8,077	5,340	6,470	7,100
	TIF - Pal Rd	FUND 18 EXPENSES	12,974	7,664	12,570	14,600
	TIF - Pal Rd	FUND 18 NET	95,961	72,536	67,430	(14,600)
		FUND 21 - SSA #1 FUND				

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
SSA #1	21-100-3800	INTEREST INCOME	2	2	-	-
	SSA #1	FUND 21 REVENUE	2	2	-	-
SSA #1	21-300-5100	PROFESSIONAL SERVICES	-	-	-	-
SSA #1	21-300-8090	INTERFUND TRANSFER OUT	-	-	-	-
	SSA #1	FUND 21 EXPENSES	-	-	-	-
	SSA #1	FUND 21 NET	2	2	-	-
		FUND 22 - SSA #2 FUND				
SSA #2	22-100-3800	INTEREST INCOME	10	25	-	-
	SSA #2	FUND 22 REVENUE	10	25	-	-
SSA #2	22-300-5100	PROFESSIONAL SERVICES	-	-	29,000	10,000
	SSA #2	FUND 22 EXPENSES	-	-	29,000	10,000
	SSA #2	FUND 22 NET	10	25	(29,000)	(10,000)
		FUND 23 - SSA #3 FUND				
SSA #3	23-100-3800	INTEREST INCOME	68	100	-	-
	SSA #3	FUND 23 REVENUE	68	100	-	-
SSA #3	23-300-5100	PROFESSIONAL SERVICES	-	-	320,000	10,000
	SSA #3	FUND 23 EXPENSES	-	-	320,000	10,000
	SSA #3	FUND 23 NET	68	100	(320,000)	(10,000)
		FUND 24 - SSA #4 FUND				
SSA #4	24-100-3800	INTEREST INCOME	9	7	-	-
	SSA #4	FUND 24 REVENUE	9	7	-	-
SSA #4	24-300-5100	PROFESSIONAL SERVICES	-	-	29,000	10,000
	SSA #4	FUND 24 EXPENSES	-	-	29,000	10,000
	SSA #4	FUND 24 NET	9	7	(29,000)	(10,000)
		FUND 25 - SSA #5 FUND				
SSA #5	25-100-3000	REAL ESTATE TAXES	26,972	25,000	27,300	28,500
SSA #5	25-100-3800	INTEREST INCOME	28	30	-	-
	SSA #5	FUND 25 REVENUE	27,001	25,030	27,300	28,500
SSA #5	25-300-5050	SYSTEM MAINTENANCE	12,136	4,500	6,000	8,000
SSA #5	25-300-5100	PROFESSIONAL SERVICES	8,426	1,200	3,000	5,000
SSA #5	25-300-5500	LIABILITY INSURANCE	875	4,200	3,700	4,675
	SSA #5	FUND 25 EXPENSES	21,437	9,900	12,700	17,675
	SSA #5	FUND 25 NET	5,564	15,130	14,600	10,825
		FUND 28 - SSA #8 FUND				
SSA #8	28-100-3000	REAL ESTATE TAXES	156,626	120,000	140,000	145,300
SSA #8	28-100-3800	INTEREST INCOME	103	200	-	-
	SSA #8	FUND 28 REVENUE	156,729	120,200	140,000	145,300
SSA #8	28-300-5100	PROFESSIONAL SERVICES	10,592	7,000	12,000	12,000
SSA #8	28-300-5500	LIABILITY INSURANCE	875	4,200	3,700	4,675
	28-300-5710	OPERATING SUPPLIES	94	500	1,000	1,000
SSA #8	28-300-7020	EQUIPMENT	-	3,000	5,000	5,000
	SSA #8	FUND 28 EXPENSE	11,561	14,700	21,700	22,675
	SSA #8	FUND 28 NET	145,168	105,500	118,300	122,625
		FUND 30 - CAPITAL PROJECTS FUND				
Capital Improvement	30-115-3200	GRANT REVENUE	-	1,080,988	-	1,080,988
Capital Improvement	30-200-3990	INTERFUND TRANSFER IN	-	188,672	85,000	75,000
	CIP	FUND 30 REVENUE	-	1,269,661	85,000	1,155,988

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
Capital Improvement	30-550-7020	EQUIPMENT - PW	-	65,000	65,000	350,000
Capital Improvement	30-550-7040	VEHICLES - PS	36,075		-	
Capital Improvement	30-550-7050	STREET RESURFACING	62,550	210,000	79,000	75,000
Capital Improvement	30-550-7060	SIDEWALKS	150,458		50,640	107,605
Capital Improvement	30-550-7063	DRAINAGE IMPROVEMENTS	47,082	100,000	3,231,000	1,867,500
Capital Improvement	30-550-7064	DRAINAGE IMPR-WILLOW RD	18,440	5,000	-	-
Capital Improvement	30-550-7065	DRAINAGE IMPR-ARLINGTON	849		-	-
	Capital	FUND 30 EXPENSE	315,454	380,000	3,425,640	2,400,105
	Capital	FUND 30 NET	(315,454)	889,661	(3,340,640)	(1,244,117)
		FUND 41 ROAD CONSTRUCTION DEBT FUND				
Road Constr Debt	41-100-3000	REAL ESTATE TAXES	1,295,801	1,312,660	1,312,660	1,254,482
Road Constr Debt	41-100-3800	INTEREST INCOME	274	250	2,000	-
	Rd Constr Debt	FUND 41 REVENUE	1,296,075	1,312,910	1,314,660	1,254,482
Road Constr Debt	41-300-5101	AUDIT & ACCTG	2,645	3,000	3,000	3,000
Road Constr Debt	41-300-5430	BANK FEES	1,450	750	1,200	1,000
Road Constr Debt	41-400-6000	PRINCIPAL	1,080,000	990,000	1,110,000	1,030,000
Road Constr Debt	41-400-6010	INTEREST	229,359	261,117	202,660	224,482
Road Constr Debt	41-400-6120	BOND ISSUANCE COSTS	83,958	-	-	-
Road Constr Debt	41-400-6125	BOND PROCEEDS	(4,195,000)	-	-	-
Road Constr Debt	41-400-6127	BOND PROCEEDS PREMIUM	(689,654)	-	-	-
Road Constr Debt	41-400-6128	PAYMENT TO ESCROW AGENT	4,798,341	-	-	-
	Rd Constr Debt	FUND 41 EXPENSES	1,311,099	1,254,867	1,316,860	1,258,482
	Rd Constr Debt	FUND 41 NET	(15,024)	58,043	(2,200)	(4,000)
		FUND 46 - SSA #6 DEBT FUND				
SSA #6 Debt	46-100-3000	REAL ESTATE TAXES	221,120	218,750	218,570	218,895
SSA #6 Debt	46-100-3800	INTEREST INCOME	33	50	1,000	-
	SSA #6	FUND 46 REVENUE	221,153	218,800	219,570	218,895
SSA #6 Debt	46-300-5430	BANK FEES	550	550	550	
SSA #6 Debt	46-400-6000	PRINCIPAL	160,000	170,000	170,000	175,000
SSA #6 Debt	46-400-6010	INTEREST	52,490	48,570	48,750	43,895
	SSA #6	FUND 46 EXPENSES	213,040	219,120	219,300	218,895
	SSA #6	FUND 46 NET	8,113	(320)	270	-
		FUND 51 - WATER FUND				
Water	51-100-3800	INTEREST INCOME	3,472	850	5,000	1,000
Water	51-100-3880	WATER SALES	292,373	264,000	264,000	278,000
Water	51-100-3881	WATER DELIVERY CHARGE	385,346	395,000	395,000	403,000
Water	51-100-3882	WATER INFRASTRUCTURE RESERVE	151,175	152,000	152,000	156,000
Water	51-100-3883	WATER DEBT RETIREMENT CHARGE	76,704	76,000	76,000	80,000
Water	51-100-3885	PENALTY	5,811	8,000	3,000	5,000
	Water	FUND 51 REVENUE	914,881	895,850	895,000	923,000
Water	51-300-4000	WAGES	83,683	78,000	78,000	80,145
Water	51-300-4010	OVERTIME	40	3,000	10,000	10,000
Water	51-300-4100	HEALTH INSURANCE	28,537	23,000	29,000	34,500
Water	51-300-4110	LIFE INSURANCE	296	150	100	150
Water	51-300-4200	SOCIAL SECURITY	4,843	4,000	6,000	5,500
Water	51-300-4210	MEDICARE	1,133	900	1,300	1,300
Water	51-300-4220	IMRF	86,769	10,000	12,500	13,000
Water	51-300-5000	BUILDING MAINTENANCE	244	2,000	15,000	15,000
Water	51-300-5050	SYSTEM MAINTENANCE	6,588	10,000	46,000	36,000
Water	51-300-5100	PROFESSIONAL SERVICES	18,111	28,000	50,000	51,500
Water	51-300-5101	AUDIT	4,193	4,000	3,230	7,000
Water	51-300-5102	FINANCIAL SERVICES	43,077	38,000	38,817	42,000

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
Water	51-300-5200	POSTAGE	-	2,500	3,200	3,200
Water	51-300-5221	PRINTING	-	500	-	500
Water	51-300-5310	MEMBERSHIPS	361	1,500	1,500	1,500
Water	51-300-5330	TRAINING	483	400	4,500	4,500
Water	51-300-5410	UTILITIES	14,908	15,000	15,000	16,000
Water	51-300-5412	WATER	254,758	265,000	285,000	290,000
Water	51-300-5430	CREDIT CARD & BANK CHARGES	17,043	12,000	15,000	15,000
Water	51-300-5500	LIABILITY INSURANCE	26,248	30,000	27,740	35,275
Water	51-300-5530	WORKERS COMPENSATION INSURANCE	3,007	3,900	3,900	4,000
Water	51-300-5634	STONE AND CONCRETE	390	600	4,000	4,000
Water	51-300-5661	METERS	1,623	1,800	3,000	3,000
Water	51-300-5750	CHEMICALS	746	400	500	500
Water	51-300-5751	GASOLINE	782	1,200	1,000	1,000
Water	51-400-6000	PRINCIPAL	-	65,000	65,000	70,000
Water	51-400-6010	INTEREST	15,373	13,750	13,750	10,760
Water	51-500-7020	EQUIPMENT & IMPROVEMENTS	-	900	16,400	103,900
Water	51-300-7025	SOFTWARE	-	2,000	-	2,000
Water	51-600-8000	DEPRECIATION	120,331	121,000	135,000	121,000
	Water	FUND 51 EXPENSES	733,566	738,500	884,437	982,230
	Water	FUND 51 NET	181,316	157,350	10,563	(59,230)
	FUND 52 - PARKING FUND					
Parking	52-100-3330	PARKING FEES	106	4,000	10,000	4,800
Parking	52-200-3990	INTERFUND TRANSFER IN	55,000	105,000	105,000	112,000
	Parking	FUND 52 REVENUE	55,106	109,000	115,000	116,800
Parking	52-300-4001	ALLOCATED WAGES & BENEFITS	45,000	45,000	45,000	46,300
Parking	52-300-5100	PROFESSIONAL SERVICES	4,350	1,500	3,000	3,000
Parking	52-300-5410	UTILITIES	6,339	7,500	7,500	7,500
Parking	52-300-5500	LIABILITY INSURANCE	8,749	2,000	2,000	2,000
Parking	52-300-5511	FACILITY RENT	18,000	18,900	18,000	18,000
Parking	52-300-5632	ICE CONTROL MAINTENANCE	-	900	2,000	2,000
Parking	52-300-5710	OPERATING SUPPLIES	360	400	1,000	1,000
Parking	52-300-5970	REFUNDS	60	-	250	250
Parking	52-600-8000	DEPRECIATION	32,136	18,000	36,000	36,000
	Parking	FUND 52 EXPENSES	114,995	94,200	114,750	116,050
	Parking	FUND 52 NET	(59,889)	14,800	250	750
	FUND 53 - SEWER FUND					
Sewer	53-100-3800	INTEREST INCOME	795	1,000	1,000	1,000
Sewer	53-100-3801	INTEREST INCOME-PMA	274	300	-	300
Sewer	53-100-3884	SANITARY SEWER CHARGES	813,034	800,000	800,000	800,000
Sewer	53-100-3885	PENALTY	7,088	7,000	5,000	5,000
	Sewer	FUND 53 REVENUE	821,192	808,300	806,000	806,300
Sewer	53-300-4000	WAGES	59,298	62,000	62,000	63,705
Sewer	53-300-4100	HEALTH INSURANCE	10,000	30,000	28,000	21,000
Sewer	53-300-4110	LIFE INSURANCE	150	150	100	100
Sewer	53-300-4200	SOCIAL SECURITY	3,929	4,000	4,000	4,000
Sewer	53-300-4210	MEDICARE	919	900	900	900
Sewer	53-300-4220	IMRF	15,009	2,100	8,500	10,300
Sewer	53-300-5050	SYSTEM MAINTENANCE	14,580	13,000	50,000	50,000
Sewer	53-300-5100	PROFESSIONAL SERVICES	13,759	40,000	40,000	40,000
Sewer	53-300-5101	AUDIT	4,193	10,215	9,690	7,000
Sewer	53-300-5102	FINANCIAL SERVICES	43,077	75,000	77,634	90,000
Sewer	53-300-5200	POSTAGE	3,949	7,500	1,500	7,500
Sewer	53-300-5221	PRINTING	-	1,000	1,500	
Sewer	53-300-5330	TRAINING	-	-	2,000	2,000

CITY OF PROSPECT HEIGHTS				Current Year	Current Year	FY22-23
FY22-23 Budget Detail			FY20-21	FY21-22	FY21-22	Proposed
Fund	GL Acct #	Description	Actual	Projected	Budget	Budget
Sewer	53-300-5500	LIABILITY INSURANCE	52,496	52,000	46,210	58,750
Sewer	53-300-5530	WORKER'S COMP INSURANCE	752	1,600	1,600	1,500
Sewer	53-500-7020	EQUIPMENT	-	-	6,400	38,900
Sewer	53-500-7051	SYSTEM IMPROVEMENTS	1,986	250,000	330,000	400,300
	Sewer	FUND 53 EXPENSES	224,096	549,465	670,034	795,955
	Sewer	FUND 53 NET	597,095	258,835	135,966	10,345
		FUND 71 - POLICE PENSION FUND				
Police Pension	71-100-3000	REAL ESTATE TAXES	338,131	411,497	522,500	556,750
Police Pension	71-100-3800	INTEREST INCOME	284,622	650,000	100,000	100,000
Police Pension	71-100-3801	NET APPRECIATION - FV INV	4,681,369	850,000	800,000	250,000
Police Pension	71-100-3860	CITY CONTRIBUTION	658,882	716,354	716,354	343,250
Police Pension	71-100-3861	EMPLOYEE CONTRIBUTION	215,081	165,000	217,500	212,000
	Police Pension	FUND 71 REVENUE	6,178,085	2,792,851	2,356,354	1,462,000
Police Pension	71-300-4232	DISABILITY BENEFITS	131,779	146,421	133,100	121,000
Police Pension	71-300-4233	PENSION PAYMENTS	1,034,909	1,281,871	1,075,200	1,170,000
	71-300-5102	ADMINISTRATION	39,645	22,516	40,000	50,000
Police Pension	71-300-5107	INVESTMENT EXPENSE	40,282	31,774	25,000	25,000
	Police Pension	FUND 71 EXPENSES	1,246,615	1,482,583	1,273,300	1,366,000
	Police Pension	FUND 71 NET	4,931,470	1,310,268	1,083,054	96,000
		TOTAL CITY OF PROSPECT HEIGHTS - ALL FUNDS	8,760,660	4,292,890	(2,967,339)	(648,933)

ORDINANCE NO. O-22-10

AN ORDINANCE ADOPTING THE ANNUAL BUDGET 2022-23

WHEREAS, the City Council of the City of Prospect Heights has adopted the “Budget Officer System” as provided in sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 – 8-2-9.10); and

WHEREAS, pursuant to the applicable ordinances and Statutes, an annual budget shall be adopted by the Corporate Authorities in lieu of the passage of any appropriation ordinance; and

WHEREAS, the City Council of the City of Prospect Heights has held all of the hearings and caused to be made all of the publications and notices required by law; and

WHEREAS, the Mayor and City Council have reviewed the budget for fiscal year 2022-23 as presented by the City Administrator as the budget officer and have determined that it is in the best interests of the City of Prospect Heights;

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

SECTION ONE: That the fiscal 2022-23 budget for the City of Prospect Heights, Illinois, attached and incorporated into this ordinance as Exhibit A is hereby adopted and approved.

SECTION TWO: That the City Clerk of the City of Prospect Heights is directed to publish this Ordinance in pamphlet form.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage, approval and publication.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this ____ day of ____, 2022

Interim Mayor Matthew Dolick

ATTEST:
(SEAL)

City Clerk

Published in pamphlet form _____, 2022

CITY OF PROSPECT HEIGHTS

FY22-23 APPROVED BUDGET SUMMARY

5/1/22 – 4/30/23

Fund name	Budgeted Revenue	Budgeted Expenditures	Net Revenue (Expense)
General Fund			
General Fund	9,274,901	9,344,188	(69,287)
Special Revenue Funds			
Motor Fuel Tax	797,056	-	797,056
Tourism District	375,000	347,700	27,300
DEA Seizure	100	229,700	(229,600)
Solid Waste	475,000	538,000	(63,000)
Palatine Road TIF	-	14,600	(14,600)
SSA #1	-	-	-
SSA #2	-	10,000	(10,000)
SSA #3	-	10,000	(10,000)
SSA #4	-	10,000	(10,000)
SSA #5	28,500	17,675	10,825
SSA #8	145,300	22,675	122,625
Capital Project Fund			
Capital Improvements	1,155,988	2,400,105	(1,244,117)
Service Funds			
Road Construction	1,254,482	1,258,482	(4,000)
SSA #6 Construction	218,895	218,895	-
Utility Service Funds			
Water	923,000	982,230	(59,230)
Sanitary Sewer	806,300	795,955	10,345
Parking	116,800	116,050	750
Police Pension Fund			
Police Pension	1,462,000	1,366,000	96,000
Total	17,033,322	17,682,255	(648,933)

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
GENERAL	01-105-3000	REAL ESTATE TAXES	\$ 556,750
GENERAL	01-105-3005	USE TAX	493,500
GENERAL	01-105-3006	NON-HOME RULE SALES TAX	460,000
GENERAL	01-105-3010	UTILITY - ELECTRIC	340,000
GENERAL	01-105-3011	UTILITY - NATURAL GAS	175,000
GENERAL	01-105-3012	UTILITY- TELEPHONE	130,000
GENERAL	01-105-3030	ROAD & BRIDGE TAXES	25,000
GENERAL	01-105-3040	RENTAL CAR TAXES	20,000
GENERAL	01-105-3050	PLACES FOR EATING TAX	320,000
GENERAL	01-105-3060	HANDLE TAX - OTB	125,000
GENERAL	01-105-3064	CANNABIS TAX	375,000
GENERAL	01-105-3065	VIDEO GAMING TAX	280,000
GENERAL	01-105-3066	PULL TAB AND CHARITABLE GAMING TAX	6,000
GENERAL	01-105-3070	AMUSEMENT TAX	500
GENERAL	01-110-3100	INCOME TAXES	1,975,000
GENERAL	01-110-3101	PERSONAL PROPERTY REPLACE TAX	6,000
GENERAL	01-110-3110	SALES TAXES	1,400,000
GENERAL	01-110-3111	GLENVIEW SHARED REVENUE	30,000
GENERAL	01-115-3202	GRANT - COPS (FEDERAL)	32,000
GENERAL	01-115-3215	GRANT-IPFR SAFETY GRANT	15,376
GENERAL	01-115-3246	GRANT-POLICE EQUIPMENT	3,000
GENERAL	01-120-3300	VEHICLE STICKERS	675,000
GENERAL	01-120-3310	VEH. STICKERS SENIORS	25,000
GENERAL	01-120-3320	VEH. STICKERS LATE FEES	15,000
GENERAL	01-120-3321	VEH. STICKERS TRANSFERS	200
GENERAL	01-120-3342	LICENSES - ANIMALS	9,000
GENERAL	01-120-3343	LICENSES - LIQUOR	65,000
GENERAL	01-120-3344	LICENSES - BUSINESS	40,000
GENERAL	01-120-3345	LICENSES - COIN OPERATED	150
GENERAL	01-120-3346	LICENSES - CONTRACTORS	35,000
GENERAL	01-120-3348	LICENSE - AGREEMENTS	25,000
GENERAL	01-125-3350	CABLE FRANCHISE FEES	180,000
GENERAL	01-125-3351	CABLE FRANCHISE FEES-PEG FEES	7,500
GENERAL	01-125-3355	SOLID WASTE FRANCHISE FEES	96,000
GENERAL	01-125-3360	NATURAL GAS FRANCHISE FEES	25,000
GENERAL - B&Z	01-130-3400	BUILDING PERMITS	175,000
GENERAL - B&Z	01-130-3402	PUBLIC HEARING FEES	5,000
GENERAL - B&Z	01-130-3403	ELEVATOR INSPECTION FEE	5,000
GENERAL - B&Z	01-130-3404	CERT. OF OCC. INSPECTION FEES	1,200
GENERAL - B&Z	01-130-3405	HEALTH INSPECTION FEE	1,000
GENERAL - B&Z	01-130-3406	COMMERCIAL INSPECTION FEE	9,150
GENERAL - B&Z	01-130-3407	ENGINEERING PERMIT FEES	10,000
GENERAL - B&Z	01-130-3408	VACANT FORECLOSURE REGISTRATIONS	6,500
GENERAL - B&Z	01-130-3410	BUILDING RE-INSP. FEE	1,000

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
GENERAL - B&Z	01-130-3411	RENTAL INSPECTION FEE	226,875
GENERAL - PUBLIC SAFETY	01-140-3500	TRAFFIC FINES	175,000
GENERAL - PUBLIC SAFETY	01-140-3505	ORDINANCE & PARKING FINES	100,000
GENERAL - PUBLIC SAFETY	01-140-3515	ADMINISTRATIVE TOW FEE	30,000
GENERAL - PUBLIC SAFETY	01-140-3520	DUI ASSESSMENTS	3,000
GENERAL - PUBLIC SAFETY	01-140-3525	POLICE ALARM LICENSES & FEES	10,000
GENERAL - PUBLIC SAFETY	01-145-3551	POLICE REVENUE-TASK FORCE	19,500
GENERAL - PUBLIC SAFETY	01-145-3553	POLICE REVENUE-SPECIAL DETAILS	28,000
GENERAL - PUBLIC SAFETY	01-145-3555	POLICE REVENUE - SEIZED ASSETS	2,500
GENERAL	01-150-3613	CVB/TOURISM SERVICE CHARGE	60,000
GENERAL	01-150-3617	SOLID WASTE SERVICE CHARGE	100,000
GENERAL	01-155-3700	EMPLOYEE SALARY REIMBURSEMENT	32,000
GENERAL	01-155-3702	EMPLOYEE INS. REIMBURSEMENT	63,200
GENERAL	01-155-3703	RETIREE HEALTH INS REIMBURSE	57,000
GENERAL	01-155-3720	FIRE DISTRICT GAS REIMB.	7,200
GENERAL	01-155-3730	INSURANCE REIMBURSEMENTS	20,000
GENERAL	01-155-3741	BUILDING & ENG DEPT REIMB FEES	750
GENERAL	01-160-3800	INTEREST INCOME	1,000
GENERAL	01-160-3801	INTEREST INCOME - IL FUNDS	2,500
GENERAL	01-160-3802	INTEREST INCOME - PMA	1,000
GENERAL	01-160-3810	NEWSLETTER ADVERTISING	5,500
GENERAL	01-160-3815	SPONSORSHIP & CONTRIBUTIONS	15,000
GENERAL	01-160-3830	GASOLINE REBATE	1,800
GENERAL	01-160-3840	AIRPORT MEETING FEES	3,000
GENERAL	01-160-3899	MISCELLANEOUS INCOME	15,000
GENERAL	01-200-3990	INTERFUND TRANSFERS	115,250
	General	FUND 01 REVENUE	9,274,901
	DEPT 310 - CITY COUNCIL EXPENDITURES		
GENERAL - CITY COUNCIL	01-310-4000	WAGES	95,990
GENERAL - CITY COUNCIL	01-310-4100	HEALTH INSURANCE	30,200
GENERAL - CITY COUNCIL	01-310-4200	SOCIAL SECURITY	6,000
GENERAL - CITY COUNCIL	01-310-4210	MEDICARE	900
GENERAL - CITY COUNCIL	01-310-4220	IMRF	6,000
GENERAL - CITY COUNCIL	01-310-5300	ALDERMANIC EXPENSES	3,500
GENERAL - CITY COUNCIL	01-310-5310	MEMBERSHIPS	12,000
GENERAL - CITY COUNCIL	01-310-5330	TRAINING	500
GENERAL - CITY COUNCIL	01-310-5950	SPECIAL EVENTS	43,000
GENERAL - CITY COUNCIL	01-310-5960	NRC OPERATIONS	6,485
GENERAL - CITY COUNCIL	01-310-7020	EQUIPMENT	27,500
	DEPT 310	TOTAL CITY COUNCIL	232,075

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
	DEPT 320 - ADMINISTRATION DEPARTMENT EXPENDITURES		
GENERAL - ADMIN	01-320-4000	WAGES	390,000
GENERAL - ADMIN	01-320-4100	HEALTH INSURANCE	28,500
GENERAL - ADMIN	01-320-4110	LIFE INSURANCE	350
GENERAL - ADMIN	01-320-4200	SOCIAL SECURITY	22,514
GENERAL - ADMIN	01-320-4210	MEDICARE	5,419
GENERAL - ADMIN	01-320-4220	IMRF	52,235
GENERAL - ADMIN	01-320-5100	PROF SERVICES	11,500
GENERAL - ADMIN	01-320-5105	PROF SERVICES-ENGR	60,000
GENERAL - ADMIN	01-320-5106	PROF SERVICES - GIS	20,000
GENERAL - ADMIN	01-320-5130	COMPUTER CONSULTANT	10,095
GENERAL - ADMIN	01-320-5200	POSTAGE	12,000
GENERAL - ADMIN	01-320-5220	PHOTOCOPY	12,000
GENERAL - ADMIN	01-320-5221	PRINTING	18,700
GENERAL - ADMIN	01-320-5222	LEGAL NOTICES	2,000
GENERAL - ADMIN	01-320-5230	WEBSITE	8,500
GENERAL - ADMIN	01-320-5310	MEMBERSHIPS	3,000
GENERAL - ADMIN	01-320-5330	TRAINING	3,500
GENERAL - ADMIN	01-320-5410	UTILITIES	60,000
GENERAL - ADMIN	01-320-5430	CREDIT CARD & BANK CHARGES	15,000
GENERAL - ADMIN	01-320-5500	LIABILITY INSURANCE	23,625
GENERAL - ADMIN	01-320-5501	INSURANCE DEDUCTIBLES	2,500
GENERAL - ADMIN	01-320-5530	WORKERS COMP INSURANCE	3,100
GENERAL - ADMIN	01-320-5700	OFFICE SUPPLIES	8,000
GENERAL - ADMIN	01-320-5951	EMPLOYEE RECOGNITION	400
GENERAL - ADMIN	01-320-7020	EQUIPMENT	4,000
	DEPT 320	TOTAL ADMINISTRATION	776,938
	DEPT 322 - FINANCE DEPARTMENT EXPENDITURES		
GENERAL - FINANCE	01-322-5101	AUDIT	16,500
GENERAL - FINANCE	01-322-5102	FINANCIAL SERVICES	130,000
GENERAL - FINANCE	01-322-5310	MEMBERSHIPS	1,000
GENERAL - FINANCE	01-322-5541	ACCTING SERVICE FEES	10,000
	DEPT 322	TOTAL FINANCE	157,500
	DEPT 324 - LEGAL DEPARTMENT EXPENDITURES		
GENERAL - LEGAL	01-324-5120	CITY ATTORNEY (TRESSLER)	225,000
GENERAL - LEGAL	01-324-5122	CITY PROSECUTOR (KARM&LA MANTIA)	42,000
GENERAL - LEGAL	01-324-5123	LABOR ATTORNEY (ACKERMAN)	50,000
GENERAL - LEGAL	01-324-5125	OUTSIDE COUNSEL (OTHER)	3,000
	DEPT 324	TOTAL LEGAL	320,000

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
	DEPT 340 - COMMUNITY DEVELOPMENT DEPARTMENT EXPENDITURES		
GENERAL - B&Z	01-340-4000	WAGES	343,000
GENERAL - B&Z	01-340-4100	HEALTH INSURANCE	45,000
GENERAL - B&Z	01-340-4110	LIFE INSURANCE	400
GENERAL - B&Z	01-340-4200	SOCIAL SECURITY	21,500
GENERAL - B&Z	01-340-4210	MEDICARE	5,000
GENERAL - B&Z	01-340-4220	IMRF	50,000
GENERAL - B&Z	01-340-5100	PROFESSIONAL SERVICES	80,000
GENERAL - B&Z	01-340-5111	BILLABLE ENGINEERING	10,000
GENERAL - B&Z	01-340-5221	PRINTING	1,500
GENERAL - B&Z	01-340-5222	LEGAL NOTICES	3,000
GENERAL - B&Z	01-340-5310	MEMBERSHIPS	1,200
GENERAL - B&Z	01-340-5330	TRAINING	4,000
GENERAL - B&Z	01-340-5500	LIABILITY INSURANCE	2,375
GENERAL - B&Z	01-340-5530	WORKERS COMPENSATION INSURANCE	3,900
GENERAL - B&Z	01-340-5700	OFFICE SUPPLIES	3,500
GENERAL - B&Z	01-340-5751	GASOLINE	2,000
GENERAL - B&Z	01-340-5820	PUBLICATIONS	5,000
GENERAL - B&Z	01-340-7020	EQUIPMENT	7,200
	DEPT 340	TOTAL COMMUNITY DEVEL	588,575
	DEPT 350 - PUBLIC WORKS DEPARTMENT EXPENDITURES		
GENERAL - PUBLIC WORKS	01-350-4000	WAGES	414,900
GENERAL - PUBLIC WORKS	01-350-4001	ALLOCATED WAGES & BENEFITS	(46,300)
GENERAL - PUBLIC WORKS	01-350-4003	WAGES - PART-TIME	16,500
GENERAL - PUBLIC WORKS	01-350-4010	OVERTIME	45,000
GENERAL - PUBLIC WORKS	01-350-4100	HEALTH INSURANCE	142,000
GENERAL - PUBLIC WORKS	01-350-4110	LIFE INSURANCE	500
GENERAL - PUBLIC WORKS	01-350-4200	SOCIAL SECURITY	27,000
GENERAL - PUBLIC WORKS	01-350-4210	MEDICARE	6,500
GENERAL - PUBLIC WORKS	01-350-4220	IMRF	63,200
GENERAL - PUBLIC WORKS	01-350-5020	VEHICLE MAINTENANCE	50,000
GENERAL - PUBLIC WORKS	01-350-5031	SIGNAL MAINTENANCE	28,000
GENERAL - PUBLIC WORKS	01-350-5100	PROFESSIONAL SERVICES	19,000
GENERAL - PUBLIC WORKS	01-350-5103	PROF SERVICES - FORESTRY	25,000
GENERAL - PUBLIC WORKS	01-350-5104	PROF SERVICES - BUILDING MAIN	72,000
GENERAL - PUBLIC WORKS	01-350-5106	PROF SERVICES - STREETS/DRAIN	60,000
GENERAL - PUBLIC WORKS	01-350-5310	MEMBERSHIPS	3,000
GENERAL - PUBLIC WORKS	01-350-5330	TRAINING	5,000
GENERAL - PUBLIC WORKS	01-350-5410	UTILITIES/CELL PHONE/CABLE	7,000
GENERAL - PUBLIC WORKS	01-350-5411	WATER AND ELECTRIC PURCHASES	13,000
GENERAL - PUBLIC WORKS	01-350-5421	DUMP CHARGES	2,000
GENERAL - PUBLIC WORKS	01-350-5500	LIABILITY INSURANCE PREMIUM	48,225
GENERAL - PUBLIC WORKS	01-350-5510	RENTAL EQUIPMENT	500
GENERAL - PUBLIC WORKS	01-350-5530	WORKERS COMPENSATION INSURANCE	18,500

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
GENERAL - PUBLIC WORKS	01-350-5610	EQUIPMENT MAINTENANCE	5,000
GENERAL - PUBLIC WORKS	01-350-5632	ICE CONTROL MAINTENANCE	80,000
GENERAL - PUBLIC WORKS	01-350-5634	STONE & CONCRETE	18,000
GENERAL - PUBLIC WORKS	01-350-5635	STORM SEWER & PIPE	4,500
GENERAL - PUBLIC WORKS	01-350-5650	LANDSCAPE SUPPLIES	25,000
GENERAL - PUBLIC WORKS	01-350-5700	OFFICE SUPPLIES	1,500
GENERAL - PUBLIC WORKS	01-350-5710	OPERATING SUPPLIES	24,000
GENERAL - PUBLIC WORKS	01-350-5721	SIGNS	20,000
GENERAL - PUBLIC WORKS	01-350-5730	TOOLS	4,000
GENERAL - PUBLIC WORKS	01-350-5751	GASOLINE	18,000
GENERAL - PUBLIC WORKS	01-350-7011	IMPROVEMENTS - PW	45,000
GENERAL - PUBLIC WORKS	01-350-7020	EQUIPMENT	25,000
GENERAL - PUBLIC WORKS	01-350-7023	SAFETY EQUIPMENT	5,000
GENERAL - PUBLIC WORKS	01-350-7025	HARDWARE/SOFTWARE	5,100
	DEPT 350	TOTAL PUBLIC WORKS	1,300,625
	DEPT 360 - PUBLIC SAFETY DEPARTMENT EXPENDITURES		
GENERAL - PUBLIC SAFETY	01-360-4000	WAGES	611,000
GENERAL - PUBLIC SAFETY	01-360-4001	WAGES - SWORN OFFICERS	2,072,000
GENERAL - PUBLIC SAFETY	01-360-4002	WAGES - EXTRA STRAIGHT PAY	57,500
GENERAL - PUBLIC SAFETY	01-360-4004	WAGES - PART-TIME SWORN OFFCRS	120,000
GENERAL - PUBLIC SAFETY	01-360-4010	OVERTIME	3,000
GENERAL - PUBLIC SAFETY	01-360-4011	OVERTIME - SWORN OFFICERS	153,000
GENERAL - PUBLIC SAFETY	01-360-4100	HEALTH INSURANCE	508,000
GENERAL - PUBLIC SAFETY	01-360-4110	LIFE INSURANCE	2,700
GENERAL - PUBLIC SAFETY	01-360-4200	SOCIAL SECURITY	27,000
GENERAL - PUBLIC SAFETY	01-360-4210	MEDICARE	43,000
GENERAL - PUBLIC SAFETY	01-360-4220	IMRF	33,000
GENERAL - PUBLIC SAFETY	01-360-4230	PENSION CONTRIBUTION - R/E TAX	556,750
GENERAL - PUBLIC SAFETY	01-360-4231	PENSION CONTRIBUTION-CITY GF	343,250
GENERAL - PUBLIC SAFETY	01-360-5100	PROFESSIONAL SERVICES	46,920
GENERAL - PUBLIC SAFETY	01-360-5101	PROFESSIONAL SERVICES - VOCA	84,660
GENERAL - PUBLIC SAFETY	01-360-5140	PRISONERS CARE	1,000
GENERAL - PUBLIC SAFETY	01-360-5141	KENNEL FEES	1,000
GENERAL - PUBLIC SAFETY	01-360-5200	POSTAGE	2,000
GENERAL - PUBLIC SAFETY	01-360-5220	PHOTOCOPY	15,600
GENERAL - PUBLIC SAFETY	01-360-5221	PRINTING	3,000
GENERAL - PUBLIC SAFETY	01-360-5240	NORTHWEST CENTRAL DISPATCH	215,000
GENERAL - PUBLIC SAFETY	01-360-5310	MEMBERSHIPS	51,000
GENERAL - PUBLIC SAFETY	01-360-5321	AUTO EXPENSE	3,000
GENERAL - PUBLIC SAFETY	01-360-5330	TRAINING	28,000
GENERAL - PUBLIC SAFETY	01-360-5340	TUITION REIMBURSEMENT	8,000
GENERAL - PUBLIC SAFETY	01-360-5410	UTILITIES	6,000
GENERAL - PUBLIC SAFETY	01-360-5500	LIABILITY INSURANCE PREMIUM	70,550
GENERAL - PUBLIC SAFETY	01-360-5510	RENTAL EQUIPMENT	500

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
GENERAL - PUBLIC SAFETY	01-360-5530	WORKERS COMPENSATION INSURANCE	123,000
GENERAL - PUBLIC SAFETY	01-360-5610	EQUIPMENT MAINTENANCE	16,000
GENERAL - PUBLIC SAFETY	01-360-5611	RADIO MAINTENANCE	1,000
GENERAL - PUBLIC SAFETY	01-360-5700	OFFICE SUPPLIES	6,000
GENERAL - PUBLIC SAFETY	01-360-5710	OPERATING SUPPLIES	9,000
GENERAL - PUBLIC SAFETY	01-360-5740	RANGE SUPPLIES	10,000
GENERAL - PUBLIC SAFETY	01-360-5741	CLOTHING	26,000
GENERAL - PUBLIC SAFETY	01-360-5751	GASOLINE	50,000
GENERAL - PUBLIC SAFETY	01-360-5820	PUBLICATIONS	1,000
GENERAL - PUBLIC SAFETY	01-360-7022	POLICE - SMALL EQUIPMENT	21,000
GENERAL - PUBLIC SAFETY	01-365-5981	DUI EXPENSE	20,000
GENERAL - PUBLIC SAFETY	01-365-5982	NARCOTICS EXPENSE	3,000
GENERAL - PUBLIC SAFETY	01-365-5983	SEIZED ASSET - EXPENSE	5,000
	DEPT 360/65	TOTAL PUBLIC SAFETY	5,357,430
GENERAL - REIMB EXPENSES	01-370-4101	RETIREE HEALTH INSURANCE	56,500
GENERAL - REIMB EXPENSES	01-370-5102	GRANT WRITER	18,900
GENERAL - REIMB EXPENSES	01-370-5751	GASOLINE	6,000
GENERAL - MISCELLANEOUS	01-380-5970	REFUNDS	1,000
GENERAL - MISCELLANEOUS	01-380-5975	SALES TAX REBATE	215,000
GENERAL - MISCELLANEOUS	01-380-5999	MISCELLANEOUS EXPENSE	1,500
GENERAL - DEBT SERVICE	01-400-6000	PRINCIPAL	170,000
GENERAL - DEBT SERVICE	01-400-6010	INTEREST	15,145
GENERAL - CAPITAL OUTLAY	01-560-7020	EQUIPMENT - POLICE	15,000
GENERAL 0- TRANSFERS	01-600-8090	INTERFUND TRANSFER OUT	112,000
	GENERAL	TOTAL OTHER	611,045
	GENERAL	FUND 01 EXPENSES	9,344,188
	GENERAL	FUND 01 NET	(69,287)
			100%
	FUND 11 - MOTOR FUEL TAX FUND		
MFT	11-100-3801	INTEREST INCOME - IL FUNDS	1,000
MFT	11-110-3120	MOTOR FUEL TAX	617,500
MFT	11-110-3121	MFT REBUILD ILLINOIS	178,556
	MFT	FUND 11 REVENUE	797,056
MFT	11-300-7020	EQUIPMENT	-
MFT	11-500-7050	ROAD CONSTRUCTION	-
	MFT	FUND 11 EXPENSES	-
	MFT	FUND 11 NET	797,056

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
	FUND 13 - TOURISM FUND		
Tourism	13-100-3020	HOTEL TAXES	375,000
	Tourism	FUND 13 REVENUE	375,000
Tourism	13-300-5101	AUDIT	1,000
Tourism	13-300-5102	FINANCIAL SERVICES	7,100
Tourism	13-300-5108	BEAUTIFICATION	36,200
Tourism	13-300-5310	MEMBERSHIPS	38,200
Tourism	13-300-5401	SERVICE CHARGE - GENERAL FUND	60,000
Tourism	13-300-5920	GRANT - HOTELS	102,600
Tourism	13-600-8090	INTERFUND TRANSFER OUT	102,600
	Tourism	FUND 13 EXPENSES	347,700
	Tourism	FUND 13 NET	27,300
	FUND 16 - DEA FUND		
DEA	16-100-3800	INTEREST INCOME	100
	DEA	FUND 16 REVENUE	100
DEA	16-300-4011	OVERTIME-SWORN SERVICES	20,000
DEA	16-300-5100	PROFESSIONAL SERVICES	6,700
DEA	16-300-5310	MEMBERSHIP	4,000
DEA	16-300-5330	TRAINING	6,000
DEA	16-300-5610	EQUIPMENT MAINTENANCE	30,000
DEA	16-300-5710	OPERATING SUPPLIES	9,000
DEA	16-300-5720	POLICE EQUIPMENT	4,000
DEA	16-500-7020	EQUIPMENT - CAPITAL	150,000
	DEA	FUND 16 EXPENSES	229,700
	DEA	FUND 16 NET	(229,600)
	FUND 17 - SOLID WASTE FUND		
Solid Waste	17-100-3355	SOLID WASTE FEES	475,000
	Solid Waste	FUND 17 REVENUE	475,000
Solid Waste	17-300-5401	SERVICE CHARGE - GENERAL FUND	100,000
Solid Waste	17-300-5420	SWANCC CHARGES	363,000
Solid Waste	17-600-8090	INTERFUND TRANSFER OUT	75,000
	Solid Waste	FUND 17 EXPENSES	538,000
	Solid Waste	FUND 17 NET	(63,000)

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
	FUND 18 - PALATINE ROAD TIF FUND		
TIF - Palatine Rd	18-100-3000	REAL ESTATE TAXES	-
	TIF - Pal Rd	FUND 18 REVENUE	-
TIF - Palatine Rd	18-300-5100	PROFESSIONAL SERVICES	4,000
TIF - Palatine Rd	18-300-5101	AUDIT	3,500
TIF - Palatine Rd	18-300-5102	FINANCIAL SERVICES	7,100
	TIF - Pal Rd	FUND 18 EXPENSES	14,600
	TIF - Pal Rd	FUND 18 NET	(14,600)
	FUND 21 - SSA #1 FUND		
SSA #1	21-100-3000	REAL ESTATE TAXES	-
	SSA #1	FUND 21 REVENUE	-
SSA #1	21-300-5100	PROFESSIONAL SERVICES	-
	SSA #1	FUND 21 EXPENSES	-
	SSA #1	FUND 21 NET	-
	FUND 22 - SSA #2 FUND		
SSA #2	22-100-3000	REAL ESTATE TAXES	
SSA #2	22-100-3800	INTEREST INCOME	
	SSA #2	FUND 22 REVENUE	-
SSA #2	22-300-5100	PROFESSIONAL SERVICES	10,000
	SSA #2	FUND 22 EXPENSES	10,000
	SSA #2	FUND 22 NET	(10,000)
	FUND 23 - SSA #3 FUND		
SSA #3	23-100-3000	REAL ESTATE TAXES	-
	SSA #3	FUND 23 REVENUE	-
SSA #3	23-300-5100	PROFESSIONAL SERVICES	10,000
	SSA #3	FUND 23 EXPENSES	10,000
	SSA #3	FUND 23 NET	(10,000)
	FUND 24 - SSA #4 FUND		
SSA #4	24-100-3000	REAL ESTATE TAXES	-
	SSA #4	FUND 24 REVENUE	-
SSA #4	24-300-5100	PROFESSIONAL SERVICES	10,000
	SSA #4	FUND 24 EXPENSES	10,000
	SSA #4	FUND 24 NET	(10,000)

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
	FUND 25 - SSA #5 FUND		
SSA #5	25-100-3000	REAL ESTATE TAXES	28,500
	SSA #5	FUND 25 REVENUE	28,500
SSA #5	25-300-5050	SYSTEM MAINTENANCE	8,000
SSA #5	25-300-5100	PROFESSIONAL SERVICES	5,000
SSA #5	25-300-5500	LIABILITY INSURANCE	4,675
	SSA #5	FUND 25 EXPENSES	17,675
	SSA #5	FUND 25 NET	10,825
	FUND 28 - SSA #8 FUND		
SSA #8	28-100-3000	REAL ESTATE TAXES	145,300
	SSA #8	FUND 28 REVENUE	145,300
SSA #8	28-300-5100	PROFESSIONAL SERVICES	12,000
SSA #8	28-300-5500	LIABILITY INSURANCE	4,675
SSA #9	28-300-5710	OPERATING SUPPLIES	1,000
SSA #8	28-300-7020	EQUIPMENT	5,000
	SSA #8	FUND 28 EXPENSE	22,675
	SSA #8	FUND 28 NET	122,625
	FUND 30 - CAPITAL PROJECTS FUND		
Capital Improvement	30-115-3200	GRANT REVENUE	1,080,988
Capital Improvement	30-200-3990	INTERFUND TRANSFER IN	75,000
	CIP	FUND 30 REVENUE	1,155,988
Capital Improvement	30-550-7020	EQUIPMENT - PW	350,000
Capital Improvement	30-550-7050	STREET RESURFACING	75,000
Capital Improvement	30-550-7060	SIDEWALKS	107,605
Capital Improvement	30-550-7063	DRAINAGE IMPROVEMENTS	1,867,500
	Capital	FUND 30 EXPENSE	2,400,105
	Capital	FUND 30 NET	(1,244,117)
	FUND 41 ROAD CONSTRUCTION DEBT FUND		
Road Constr Debt	41-100-3000	REAL ESTATE TAXES	1,254,482
	Rd Constr Debt	FUND 41 REVENUE	1,254,482
Road Constr Debt	41-300-5101	AUDIT & ACCTG	3,000
Road Constr Debt	41-300-5430	BANK FEES	1,000
Road Constr Debt	41-400-6000	PRINCIPAL	1,030,000
Road Constr Debt	41-400-6010	INTEREST	224,482
	Rd Constr Debt	FUND 41 EXPENSES	1,258,482
	Rd Constr Debt	FUND 41 NET	(4,000)

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
	FUND 46 - SSA #6 DEBT FUND		
SSA #6 Debt	46-100-3000	REAL ESTATE TAXES	218,895
	SSA #6	FUND 46 REVENUE	218,895
SSA #6 Debt	46-400-6000	PRINCIPAL	175,000
SSA #6 Debt	46-400-6010	INTEREST	43,895
	SSA #6	FUND 46 EXPENSES	218,895
	SSA #6	FUND 46 NET	-
	FUND 51 - WATER FUND		
Water	51-100-3800	INTEREST INCOME	1,000
Water	51-100-3880	WATER SALES	278,000
Water	51-100-3881	WATER DELIVERY CHARGE	403,000
Water	51-100-3882	WATER INFRASTRUCTURE RESERVE	156,000
Water	51-100-3883	WATER DEBT RETIREMENT CHARGE	80,000
Water	51-100-3885	PENALTY	5,000
	Water	FUND 51 REVENUE	923,000
Water	51-300-4000	WAGES	80,145
Water	51-300-4010	OVERTIME	10,000
Water	51-300-4100	HEALTH INSURANCE	34,500
Water	51-300-4110	LIFE INSURANCE	150
Water	51-300-4200	SOCIAL SECURITY	5,500
Water	51-300-4210	MEDICARE	1,300
Water	51-300-4220	IMRF	13,000
Water	51-300-5000	BUILDING MAINTENANCE	15,000
Water	51-300-5050	SYSTEM MAINTENANCE	36,000
Water	51-300-5100	PROFESSIONAL SERVICES	51,500
Water	51-300-5101	AUDIT	7,000
Water	51-300-5102	FINANCIAL SERVICES	42,000
Water	51-300-5200	POSTAGE	3,200
Water	51-300-5221	PRINTING	500
Water	51-300-5310	MEMBERSHIPS	1,500
Water	51-300-5330	TRAINING	4,500
Water	51-300-5410	UTILITIES	16,000
Water	51-300-5412	WATER	290,000
Water	51-300-5430	CREDIT CARD & BANK CHARGES	15,000
Water	51-300-5500	LIABILITY INSURANCE	35,275
Water	51-300-5530	WORKERS COMPENSATION INSURANCE	4,000
Water	51-300-5634	STONE AND CONCRETE	4,000
Water	51-300-5661	METERS	3,000

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
Water	51-300-5750	CHEMICALS	500
Water	51-300-5751	GASOLINE	1,000
Water	51-400-6000	PRINCIPAL	70,000
Water	51-400-6010	INTEREST	10,760
Water	51-500-7020	EQUIPMENT & IMPROVEMENTS	103,900
Water	51-300-7025	SOFTWARE	2,000
Water	51-600-8000	DEPRECIATION	121,000
	Water	FUND 51 EXPENSES	982,230
	Water	FUND 51 NET	(59,230)
	FUND 52 - PARKING FUND		
Parking	52-100-3330	PARKING FEES	4,800
Parking	52-200-3990	INTERFUND TRANSFER IN	112,000
	Parking	FUND 52 REVENUE	116,800
Parking	52-300-4001	ALLOCATED WAGES & BENEFITS	46,300
Parking	52-300-5100	PROFESSIONAL SERVICES	3,000
Parking	52-300-5410	UTILITIES	7,500
Parking	52-300-5500	LIABILITY INSURANCE	2,000
Parking	52-300-5511	FACILITY RENT	18,000
Parking	52-300-5632	ICE CONTROL MAINTENANCE	2,000
Parking	52-300-5710	OPERATING SUPPLIES	1,000
Parking	52-300-5970	REFUNDS	250
Parking	52-600-8000	DEPRECIATION	36,000
	Parking	FUND 52 EXPENSES	116,050
	Parking	FUND 52 NET	750
	FUND 53 - SEWER FUND		
Sewer	53-100-3800	INTEREST INCOME	1,000
Sewer	53-100-3801	INTEREST INCOME-PMA	300
Sewer	53-100-3884	SANITARY SEWER CHARGES	800,000
Sewer	53-100-3885	PENALTY	5,000
	Sewer	FUND 53 REVENUE	806,300
Sewer	53-300-4000	WAGES	63,705
Sewer	53-300-4100	HEALTH INSURANCE	21,000
Sewer	53-300-4110	LIFE INSURANCE	100
Sewer	53-300-4200	SOCIAL SECURITY	4,000
Sewer	53-300-4210	MEDICARE	900
Sewer	53-300-4220	IMRF	10,300
Sewer	53-300-5050	SYSTEM MAINTENANCE	50,000
Sewer	53-300-5100	PROFESSIONAL SERVICES	40,000
Sewer	53-300-5101	AUDIT	7,000
Sewer	53-300-5102	FINANCIAL SERVICES	90,000

CITY OF PROSPECT HEIGHTS			FY22-23
FY22-23 Budget Detail			Approved
Fund	GL Acct #	Description	Budget
Sewer	53-300-5200	POSTAGE	7,500
Sewer	53-300-5330	TRAINING	2,000
Sewer	53-300-5500	LIABILITY INSURANCE	58,750
Sewer	53-300-5530	WORKER'S COMP INSURANCE	1,500
Sewer	53-500-7020	EQUIPMENT	38,900
Sewer	53-500-7051	SYSTEM IMPROVEMENTS	400,300
	Sewer	FUND 53 EXPENSES	795,955
	Sewer	FUND 53 NET	10,345
	FUND 71 - POLICE PENSION FUND		
Police Pension	71-100-3000	REAL ESTATE TAXES	556,750
Police Pension	71-100-3800	INTEREST INCOME	100,000
Police Pension	71-100-3801	NET APPRECIATION - FV INV	250,000
Police Pension	71-100-3860	CITY CONTRIBUTION	343,250
Police Pension	71-100-3861	EMPLOYEE CONTRIBUTION	212,000
	Police Pension	FUND 71 REVENUE	1,462,000
Police Pension	71-300-4232	DISABILITY BENEFITS	121,000
Police Pension	71-300-4233	PENSION PAYMENTS	1,170,000
Police Pension	71-300-5102	ADMINISTRATION	50,000
Police Pension	71-300-5107	INVESTMENT EXPENSE	25,000
	Police Pension	FUND 71 EXPENSES	1,366,000
	Police Pension	FUND 71 NET	96,000
	TOTAL CITY OF PROSPECT HEIGHTS - ALL FUNDS		
			(648,933)

4/11/2022

Checks

General Fund	\$	143,234.52
Motor Fuel Tax Fund		-
Palatine/Milwaukee Tax Increment Financing District		-
Tourism District		2,053.68
Development Fund		-
Drug Enforcement Agency Fund		-
Solid Waste Fund		29,788.00
Special Service Area #1		-
Special Service Area #2		-
Special Service Area #3		-
Special Service Area #4		-
Special Service Area #5		235.34
Special Service Area #8 - Levee Wall #37		-
Special Service Area-Constr#6(Water Main)		-
Special Service Area-Debt#6		-
Capital Improvements		-
Palatine Road Tax Increment Financing		572.10
Road Construction		-
Road Construction Debt		-
Water Fund		7,215.00
Parking Fund		679.79
Sanitary Sewer Fund		15,914.63
Road/Building Bond Escrow		
TOTAL	\$	199,693.06

Wire Payments

3/25/22 PAYROLL		155,932.93
MAR ILLINIOS MUNICIPAL RETIREMENT FUND		18,730.18
	\$	374,356.17

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
APPLIED CONCEPTS INC	399473	PD EQUIP	03/23/2022	01-365-5981	355.00	.00	
Total APPLIED CONCEPTS INC:					355.00	.00	
ARLINGTON HEIGHTS FORD IN	129608I	SQUAD 611 STEERING REPAIR	03/24/2022	01-350-5020	161.05	.00	
ARLINGTON HEIGHTS FORD IN	130042I	SQUAD 606 PUMP	04/04/2022	01-350-5020	2,588.44	.00	
Total ARLINGTON HEIGHTS FORD INC.:					2,749.49	.00	
BRIAN SOKOL	03/18/22	RETURN STICKERS	03/18/2022	01-120-3300	150.00	.00	
Total BRIAN SOKOL:					150.00	.00	
BRIGITTA HIGGINS	03/23/22	OVERPMT FOR PET LICENSE	03/23/2022	01-120-3342	10.00	.00	
Total BRIGITTA HIGGINS:					10.00	.00	
CANON FINANCIAL SERVICES	28358258	APR 22 BUILDING COPIER	04/01/2022	01-340-7020	181.09	.00	
Total CANON FINANCIAL SERVICES:					181.09	.00	
CLARA JAVALERA	04/05/22	REFUND VEHICLE STICKER	04/05/2022	01-120-3300	40.00	.00	
Total CLARA JAVALERA:					40.00	.00	
COMED I	03/15/22-1010	1 S APPLE DR 2/11-3/14/22	03/15/2022	01-350-5411	83.56	83.56	03/28/2022
COMED I	03/15/22-1018	900 E OLD WILLOW 2/11-3/14/22	03/15/2022	25-300-5050	103.72	103.72	03/28/2022
COMED I	03/15/22-2006	WOLF/KENSINGTON (METRA) 2	03/15/2022	52-300-5410	126.92	126.92	03/28/2022
COMED I	03/15/22-3003	WOLF EUCLID (METRA) 2/11-3/1	03/15/2022	52-300-5410	201.64	201.64	03/28/2022
COMED I	03/15/22-4010	101 S WOLF RD	03/15/2022	52-300-5410	351.23	351.23	03/28/2022
COMED I	03/15/22-9118	CORNER PIPER/WIMBLETON 2/	03/15/2022	25-300-5050	131.62	131.62	03/28/2022
Total COMED I:					998.69	998.69	
CONSERV FS INC.	102021811	GASOLINE	03/18/2022	01-350-5751	3,798.64	.00	
Total CONSERV FS INC.:					3,798.64	.00	
CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	01-350-5411	474.66	.00	
CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	51-300-5410	1,190.25	.00	
CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	01-350-5411	258.68	.00	
CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	01-350-5411	242.30	.00	
Total CONSTELLATION NEWENERGY INC.:					2,165.89	.00	
DAILY HERALD	04/09/22	NEWS PAPER CH 2/13-4/9	03/22/2022	01-320-5222	76.60	.00	
DAILY HERALD	210203	PW SKYLIGHT BID	03/05/2022	01-320-5222	130.95	.00	
Total DAILY HERALD:					207.55	.00	
DE LAGE LANDEN FINANCIAL S	75773497	MAY 22 PD COPIER	03/17/2022	01-360-5220	1,138.27	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,138.27	.00	
DEKIND COMPUTER CONSULT	32787	MAY 22 COMP CONSULTANT	04/01/2022	01-320-5130	3,510.00	.00	
DEKIND COMPUTER CONSULT	32883	MAR 22 OVERAGE/TRIP CHARG	04/01/2022	01-320-5130	230.00	.00	
Total DEKIND COMPUTER CONSULTANTS:					3,740.00	.00	
DENISE KENDRA-YONKERS	03/18/22	REFUND VEHICLE STICKER PD	03/18/2022	01-120-3300	40.00	.00	
Total DENISE KENDRA-YONKERS:					40.00	.00	
EVIDENT INC	189433A	PD EQUIPMENT	03/30/2022	01-360-7022	125.32	.00	
Total EVIDENT INC:					125.32	.00	
FLEXSOURCE, LLC	23186	MAR 22 FSA/HRA FEES	03/25/2022	01-320-5100	150.00	.00	
Total FLEXSOURCE, LLC:					150.00	.00	
FOOD & ALCOHOL SERVICE TR	2022-4	HEALTH INSPECTION MAR 22	03/31/2022	01-340-5100	1,440.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					1,440.00	.00	
GANZIANO SEWER & WATER, I	1259	SEWER REPAIR	02/01/2022	53-300-5100	9,000.00	.00	
Total GANZIANO SEWER & WATER, INC.:					9,000.00	.00	
GUY M KARM	03/31/22	City ProCECUTOR JAN-MAR	03/31/2022	01-324-5122	5,500.00	.00	
Total GUY M KARM:					5,500.00	.00	
HMO ILLINOIS	03/17/22	APR 22 HEALTH INS	03/17/2022	01-360-4100	4,606.55	.00	
HMO ILLINOIS	03/17/22	APR 22 HEALTH INS	03/17/2022	01-370-4101	1,561.54	.00	
Total HMO ILLINOIS:					6,168.09	.00	
HOME DEPOT CREDIT SERVIC	03/28/22	SHOP SUPPLIES	03/28/2022	01-350-5020	40.90	.00	
HOME DEPOT CREDIT SERVIC	03/28/22	OFFICE PAINT	03/28/2022	01-350-5710	69.74	.00	
HOME DEPOT CREDIT SERVIC	03/28/22	BUILDING PARTS	03/28/2022	01-350-5710	26.36	.00	
HOME DEPOT CREDIT SERVIC	03/28/22	WALL OUTLETS	03/28/2022	01-350-5710	54.97	.00	
Total HOME DEPOT CREDIT SERVICES:					191.97	.00	
ILLINOIS-AMERICAN WATER C	04/01/22-5309	700 MIL 3/1-3/31/22	04/01/2022	13-300-5108	185.79	.00	
ILLINOIS-AMERICAN WATER C	04/01/22-5316	1250 RIVER 3/1-3/31/22	04/01/2022	13-300-5108	185.79	.00	
ILLINOIS-AMERICAN WATER C	04/01/22-5629	401 PIPER LN 3/1-3/31/22	04/01/2022	01-350-5410	253.83	.00	
ILLINOIS-AMERICAN WATER C	04/01/22-5667	401 PIPER LN 4/1-4/29/22	04/01/2022	01-350-5411	46.32	.00	
Total ILLINOIS-AMERICAN WATER CO.:					671.73	.00	
IUOE LOCAL 150 ADMIN	#105 A 3/25/22	LOCAL 150 ADMIN DUE 3/25/22	03/25/2022	01-000-2050	241.58	.00	
IUOE LOCAL 150 ADMIN	#150 A 3/11/22	LOCAL 150 ADMIN DUE 3/11/22	03/11/2022	01-000-2050	284.94	.00	
Total IUOE LOCAL 150 ADMIN:					526.52	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 3/11/22	LOCAL 150 MEMBERSHIP DUES	03/11/2022	01-000-2050	60.00	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 3/25/22	LOCAL 150 MEMBERSHIP DUES	03/25/2022	01-000-2050	48.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total IUOE LOCAL 150 MEMBERSHIP:					108.00	.00	
JG UNIFORMS INC	27804	PD CLOTHING	02/22/2022	01-360-5741	297.10	.00	
JG UNIFORMS INC	96258	PD CLOTHING	03/21/2022	01-360-5741	297.10	.00	
JG UNIFORMS INC	96260	PD CLOTHING	02/22/2022	01-360-5741	297.10	.00	
JG UNIFORMS INC	96261	PD CLOTHING	02/22/2022	01-360-5741	297.10	.00	
JG UNIFORMS INC	96262	PD CLOTHING	02/22/2022	01-360-5741	297.10	.00	
JG UNIFORMS INC	96263	PD CLOTHING	02/22/2022	01-360-5741	177.10	.00	
Total JG UNIFORMS INC:					1,662.60	.00	
JUST TIRES MP INC.	0000084701	SQUAD 611 TIRES	03/25/2022	01-350-5020	297.64	.00	
Total JUST TIRES MP INC.:					297.64	.00	
KEITH O'CONNOR	03/23/22	gas	03/23/2022	01-360-5751	40.00	.00	
Total KEITH O'CONNOR:					40.00	.00	
LANDSCAPE CONCEPTS MANA	17042	APR 22 LANDSCAPING	04/01/2022	13-300-5108	1,110.00	.00	
Total LANDSCAPE CONCEPTS MANAGEMENT:					1,110.00	.00	
LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	01-322-5102	10,869.90	10,869.90	03/30/2022
LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	13-300-5102	572.10	572.10	03/30/2022
LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	18-300-5102	572.10	572.10	03/30/2022
LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	51-300-5102	4,004.70	4,004.70	03/30/2022
LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	53-300-5102	6,865.20	6,865.20	03/30/2022
Total LAUTERBACH & AMEN LLP:					22,884.00	22,884.00	
MENARDS	93562	BUILDING SUPPLY	02/09/2022	01-350-5710	53.63	.00	
MENARDS	96105	AUTO SHOP SUPPLIES	03/29/2022	01-350-5020	17.46	.00	
MENARDS	96149	BUILDING CLEANING SUPPLY	03/30/2022	01-350-5710	4.47	.00	
Total MENARDS:					75.56	.00	
METROPOLITAN ALLIANCE OF	#252 3/2022	MAP # 252 DUES 3/11/22	03/11/2022	01-000-2052	608.00	.00	
METROPOLITAN ALLIANCE OF	#253 3/2022	MAP # 253 DUES 3/11/22	03/11/2022	01-000-2052	152.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					760.00	.00	
METROPOLITAN INDUSTRIES I	INV036957	WATER SYSTEM DATA SERVICE	03/15/2022	51-300-5100	313.00	.00	
Total METROPOLITAN INDUSTRIES INC:					313.00	.00	
NAPA-HEIGHTS AUTOMOTIVE	452851	SQUAD SUSTENSION	03/21/2022	01-350-5020	68.26	.00	
NAPA-HEIGHTS AUTOMOTIVE	455127	SQUAD PARTS	04/01/2022	01-350-5020	123.42	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					191.68	.00	
NICOR GAS	03/23/22-2093	CH NICOR 2/21/22-3/23/22	03/23/2022	01-320-5410	500.61	.00	
NICOR GAS	03/24/22-2024	METRA 2/22-3/24/22	03/24/2022	01-320-5410	199.07	.00	
NICOR GAS	03/24/22-7006	WELL HOUSE 2/22-3/24/22	03/24/2022	51-300-5410	322.00	.00	
NICOR GAS	03/24/22-9482	PW 2/22-3/24/22	03/24/2022	01-320-5410	1,062.87	.00	
NICOR GAS	03/24/22-9865	PD 2/22-3/24/22	03/24/2022	01-320-5410	476.65	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total NICOR GAS:					2,561.20	.00	
NORTH EAST MULTI-REGIONAL	294379	TRAINING 1/1/22-1/1/23	11/12/2021	01-360-5310	2,185.00	.00	
Total NORTH EAST MULTI-REGIONAL TRAINING INC.:					2,185.00	.00	
NORTH SHORE SIGN	122285	APR 22 SIGN MAINTENANCE	04/01/2022	01-320-5100	243.00	.00	
Total NORTH SHORE SIGN:					243.00	.00	
NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	01-320-4100	3,028.53	.00	
NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	01-340-4100	4,047.37	.00	
NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	01-350-4100	2,591.21	.00	
NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	01-360-4100	35,896.22	.00	
NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	51-300-4100	1,295.61	.00	
NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	01-370-4101	5,329.55	.00	
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					52,188.49	.00	
NORTHSHORE OMEGA	213949183-03	MEDICAL TEST-COSTABLE	03/23/2022	01-350-5100	265.00	.00	
Total NORTHSHORE OMEGA:					265.00	.00	
NORTHWEST ELECTRICAL SUP	1210095	CREDIT OPERATING SUPPLIES	04/01/2022	01-350-5710	69.55-	.00	
NORTHWEST ELECTRICAL SUP	1210096	ELECTRICAL BREAKER	04/01/2022	01-350-5710	77.83	.00	
Total NORTHWEST ELECTRICAL SUPPLY CO:					8.28	.00	
NW CENTRAL DISPATCH SYST	9225	MAY 22 MEMBER ASSESSMENT	04/01/2022	01-360-5240	17,114.61	.00	
Total NW CENTRAL DISPATCH SYSTEM:					17,114.61	.00	
OPP FRANCHISING INC. DBA JA	CHC02221144	FEB 22 CLEANING	02/01/2022	01-350-5104	1,889.16	.00	
Total OPP FRANCHISING INC. DBA JANI-KING IL:					1,889.16	.00	
PERSONNEL STRATEGIES LLC	03/29/22	PSYCH EVAL TIROVOLAS	03/29/2022	01-360-5100	700.00	.00	
PERSONNEL STRATEGIES LLC	03/31/22	PSYCH EVAL GIST	03/31/2022	01-360-5100	700.00	.00	
Total PERSONNEL STRATEGIES LLC:					1,400.00	.00	
POLICE LAW INSTITUTE	22052	OSHA MEMBERSHIP	03/28/2022	01-360-5310	330.00	.00	
Total POLICE LAW INSTITUTE:					330.00	.00	
PROSPECT HEIGHTS POLICE	03/28/22	CIRCUIT COURT CC BOND MO	03/28/2022	01-380-5999	500.00	500.00	03/30/2022
Total PROSPECT HEIGHTS POLICE:					500.00	500.00	
RAY O'HERRON CO INC	2182964	GLO TOOL	03/23/2022	01-360-5741	89.45	.00	
Total RAY O'HERRON CO INC:					89.45	.00	
RUSSO POWER EQUIPMENT IN	SPI10930097	LANDSCAPE SUPPLY	12/21/2021	01-350-5650	83.08	.00	
RUSSO POWER EQUIPMENT IN	SPI10996884	LANDSCAPE SUPPLY	03/18/2022	01-350-5650	135.94	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total RUSSO POWER EQUIPMENT INC.:					219.02	.00	
SOLID WASTE AGENCY	6984	MAY 22 O&M COSTS	04/01/2022	17-300-5420	29,788.00	.00	
Total SOLID WASTE AGENCY:					29,788.00	.00	
SOUND PRODUCTIONS, LLC	0219030-IN	AV EQUIPMENT	03/25/2022	01-310-7020	530.00	.00	
Total SOUND PRODUCTIONS, LLC:					530.00	.00	
STAPLES	3503182448	OFFICE SUPPLIES	03/22/2022	01-320-5700	129.99	.00	
STAPLES	3503182449	OFFICE SUPPLIES	03/23/2022	01-320-5700	79.98	.00	
Total STAPLES:					209.97	.00	
SUBURBAN ELEVATOR COMPA	8105892937	ELEVATOR SERVICE CH	04/01/2022	01-350-5104	1,275.48	.00	
Total SUBURBAN ELEVATOR COMPANY:					1,275.48	.00	
THE BLUE LINE	43022	PD RECRUITMENT LISTING	03/29/2022	01-360-5310	397.00	.00	
Total THE BLUE LINE:					397.00	.00	
THORTONS LLC	03/30/22	1RST QTR SALES TAX INCENTI	03/22/2022	01-380-5975	16,468.48	.00	
Total THORTONS LLC:					16,468.48	.00	
UNIFIRST CORPORATION	061 1444260	PD CARPET	03/24/2022	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	061 1445881	PD CARPET	03/31/2022	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	081 1662482	CARPET & UNIFORMS	03/25/2022	01-350-5104	91.46	.00	
UNIFIRST CORPORATION	081 1664463	CARPET AND UNIFORMS	04/01/2022	01-350-5104	91.46	.00	
Total UNIFIRST CORPORATION:					272.92	.00	
VALVOLINE LLC	133512347	ENGINE OIL & GREASE	03/18/2022	01-350-5020	2,792.01	.00	
VALVOLINE LLC	133512348	ENGINE OIL	03/18/2022	01-350-5020	784.30	.00	
Total VALVOLINE LLC:					3,576.31	.00	
VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	01-320-5410	194.63	.00	
VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	01-350-5410	197.72	.00	
VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	01-360-5410	393.83	.00	
VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	51-300-5410	49.43	.00	
VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	53-300-5100	49.43	.00	
VERIZON WIRELESS	9902533304	SCADA 2/24-3/23/22	03/23/2022	51-300-5410	40.01	.00	
Total VERIZON WIRELESS:					925.05	.00	
WAREHOUSE DIRECT OFFICE	5205954-0	OFFICE SUPPLIES	04/01/2022	01-320-5700	43.01	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					43.01	.00	
Wheeling Animal Hospital	71361	BOARDING AND TRANSPORT F	02/07/2022	01-360-5141	232.90	.00	
Wheeling Animal Hospital	73117	BOARDING AND TRANSPORT F	03/23/2022	01-360-5141	95.00	.00	
Wheeling Animal Hospital	73319	BOARDING AND TRANSPORT F	03/28/2022	01-360-5141	95.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total Wheeling Animal Hospital:					422.90	.00	
Grand Totals:					199,693.06	24,382.69	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 ADMIN	#105 A 3/25/22	LOCAL 150 ADMIN DUE 3/25/22	03/25/2022	241.58	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 ADMIN	#150 A 3/11/22	LOCAL 150 ADMIN DUE 3/11/22	03/11/2022	284.94	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 3/11/22	LOCAL 150 MEMBERSHIP DUES	03/11/2022	60.00	.00	
01-000-2050 W/H LOCAL 150 UNION	IUOE LOCAL 150 MEMBERSHIP	#150 M 3/25/22	LOCAL 150 MEMBERSHIP DUES	03/25/2022	48.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#252 3/2022	MAP # 252 DUES 3/11/22	03/11/2022	608.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#253 3/2022	MAP # 253 DUES 3/11/22	03/11/2022	152.00	.00	
Total :					1,394.52	.00	
LICENSES & FEES							
01-120-3300 VEHICLE STICKERS	BRIAN SOKOL	03/18/22	RETURN STICKERS	03/18/2022	150.00	.00	
01-120-3300 VEHICLE STICKERS	CLARA JAVALERA	04/05/22	REFUND VEHICLE STICKER	04/05/2022	40.00	.00	
01-120-3300 VEHICLE STICKERS	DENISE KENDRA-YONKERS	03/18/22	REFUND VEHICLE STICKER PD	03/18/2022	40.00	.00	
01-120-3342 LICENSES - ANIMALS	BRIGITTA HIGGINS	03/23/22	OVERPMT FOR PET LICENSE	03/23/2022	10.00	.00	
Total LICENSES & FEES:					240.00	.00	
CITY COUNCIL & BOARDS							
01-310-7020 EQUIPMENT	SOUND PRODUCTIONS, LLC	0219030-IN	AV EQUIPMENT	03/25/2022	530.00	.00	
Total CITY COUNCIL & BOARDS:					530.00	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	3,028.53	.00	
01-320-5100 PROFESSIONAL SERVIC	FLEXSOURCE, LLC	23186	MAR 22 FSA/HRA FEES	03/25/2022	150.00	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	122285	APR 22 SIGN MAINTENANCE	04/01/2022	243.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	32787	MAY 22 COMP CONSULTANT	04/01/2022	3,510.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	32883	MAR 22 OVERAGE/TRIP CHARG	04/01/2022	230.00	.00	
01-320-5222 LEGAL NOTICES	DAILY HERALD	04/09/22	NEWS PAPER CH 2/13-4/9	03/22/2022	76.60	.00	
01-320-5222 LEGAL NOTICES	DAILY HERALD	210203	PW SKYLIGHT BID	03/05/2022	130.95	.00	
01-320-5410 UTILITIES	NICOR GAS	03/23/22-2093	CH NICOR 2/21/22-3/23/22	03/23/2022	500.61	.00	
01-320-5410 UTILITIES	NICOR GAS	03/24/22-2024	METRA 2/22-3/24/22	03/24/2022	199.07	.00	
01-320-5410 UTILITIES	NICOR GAS	03/24/22-9482	PW 2/22-3/24/22	03/24/2022	1,062.87	.00	
01-320-5410 UTILITIES	NICOR GAS	03/24/22-9865	PD 2/22-3/24/22	03/24/2022	476.65	.00	
01-320-5410 UTILITIES	VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	194.63	.00	
01-320-5700 OFFICE SUPPLIES	STAPLES	3503182448	OFFICE SUPPLIES	03/22/2022	129.99	.00	
01-320-5700 OFFICE SUPPLIES	STAPLES	3503182449	OFFICE SUPPLIES	03/23/2022	79.98	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	5205954-0	OFFICE SUPPLIES	04/01/2022	43.01	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ADMINISTRATION:					10,055.89	.00	
FINANCE							
01-322-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	10,869.90	10,869.90	03/30/2022
Total FINANCE:					10,869.90	10,869.90	
LEGAL							
01-324-5122 CITY PROSECUTOR	GUY M KARM	03/31/22	City ProSECUTOR JAN-MAR	03/31/2022	5,500.00	.00	
Total LEGAL:					5,500.00	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	4,047.37	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2022-4	HEALTH INSPECTION MAR 22	03/31/2022	1,440.00	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	28358258	APR 22 BUILDING COPIER	04/01/2022	181.09	.00	
Total BUILDING DEPARTMENT:					5,668.46	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	2,591.21	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD IN	129608I	SQUAD 611 STEERING REPAIR	03/24/2022	161.05	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD IN	130042I	SQUAD 606 PUMP	04/04/2022	2,588.44	.00	
01-350-5020 VEHICLE MAINTENANCE	HOME DEPOT CREDIT SERVIC	03/28/22	SHOP SUPPLIES	03/28/2022	40.90	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	0000084701	SQUAD 611 TIRES	03/25/2022	297.64	.00	
01-350-5020 VEHICLE MAINTENANCE	MENARDS	96105	AUTO SHOP SUPPLIES	03/29/2022	17.46	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	452851	SQUAD SUSTENSION	03/21/2022	68.26	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	455127	SQUAD PARTS	04/01/2022	123.42	.00	
01-350-5020 VEHICLE MAINTENANCE	VALVOLINE LLC	133512347	ENGINE OIL & GREASE	03/18/2022	2,792.01	.00	
01-350-5020 VEHICLE MAINTENANCE	VALVOLINE LLC	133512348	ENGINE OIL	03/18/2022	784.30	.00	
01-350-5100 PROFESSIONAL SERVIC	NORTHSHORE OMEGA	213949183-03	MEDICAL TEST-COSTABLE	03/23/2022	265.00	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA JA	CHC02221144	FEB 22 CLEANING	02/01/2022	1,889.16	.00	
01-350-5104 PROF SERVICES - BUILD	SUBURBAN ELEVATOR COMPA	8105892937	ELEVATOR SERVICE CH	04/01/2022	1,275.48	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1444260	PD CARPET	03/24/2022	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1445881	PD CARPET	03/31/2022	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1662482	CARPET & UNIFORMS	03/25/2022	91.46	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1664463	CARPET AND UNIFORMS	04/01/2022	91.46	.00	
01-350-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	04/01/22-5629	401 PIPER LN 3/1-3/31/22	04/01/2022	253.83	.00	
01-350-5410 UTILITIES	VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	197.72	.00	
01-350-5411 WATER AND ELECTRIC P	COMED I	03/15/22-1010	1 S APPLE DR 2/11-3/14/22	03/15/2022	83.56	83.56	03/28/2022

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	474.66	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	258.68	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	242.30	.00	
01-350-5411 WATER AND ELECTRIC P	ILLINOIS-AMERICAN WATER C	04/01/22-5667	401 PIPER LN 4/1-4/29/22	04/01/2022	46.32	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSO POWER EQUIPMENT IN	SPI10930097	LANDSCAPE SUPPLY	12/21/2021	83.08	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSO POWER EQUIPMENT IN	SPI10996884	LANDSCAPE SUPPLY	03/18/2022	135.94	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	03/28/22	OFFICE PAINT	03/28/2022	69.74	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	03/28/22	BUILDING PARTS	03/28/2022	26.36	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	03/28/22	WALL OUTLETS	03/28/2022	54.97	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	93562	BUILDING SUPPLY	02/09/2022	53.63	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	96149	BUILDING CLEANING SUPPLY	03/30/2022	4.47	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	1210095	CREDIT OPERATING SUPPLIES	04/01/2022	69.55-	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	1210096	ELECTRICAL BREAKER	04/01/2022	77.83	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	102021811	GASOLINE	03/18/2022	3,798.64	.00	
Total PUBLIC WORKS:					18,959.43	83.56	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	03/17/22	APR 22 HEALTH INS	03/17/2022	4,606.55	.00	
01-360-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	35,896.22	.00	
01-360-5100 PROFESSIONAL SERVIC	PERSONNEL STRATEGIES LLC	03/29/22	PSYCH EVAL TIROVOLAS	03/29/2022	700.00	.00	
01-360-5100 PROFESSIONAL SERVIC	PERSONNEL STRATEGIES LLC	03/31/22	PSYCH EVAL GIST	03/31/2022	700.00	.00	
01-360-5141 KENNEL FEES	Wheeling Animal Hospital	71361	BOARDING AND TRANSPORT F	02/07/2022	232.90	.00	
01-360-5141 KENNEL FEES	Wheeling Animal Hospital	73117	BOARDING AND TRANSPORT F	03/23/2022	95.00	.00	
01-360-5141 KENNEL FEES	Wheeling Animal Hospital	73319	BOARDING AND TRANSPORT F	03/28/2022	95.00	.00	
01-360-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	75773497	MAY 22 PD COPIER	03/17/2022	1,138.27	.00	
01-360-5240 NORTHWEST CENTRAL	NW CENTRAL DISPATCH SYST	9225	MAY 22 MEMBER ASSESSMENT	04/01/2022	17,114.61	.00	
01-360-5310 MEMBERSHIPS	NORTH EAST MULTI-REGIONAL	294379	TRAINING 1/1/22-1/1/23	11/12/2021	2,185.00	.00	
01-360-5310 MEMBERSHIPS	POLICE LAW INSTITUTE	22052	OSHA MEMBERSHIP	03/28/2022	330.00	.00	
01-360-5310 MEMBERSHIPS	THE BLUE LINE	43022	PD RECRUITMENT LISTING	03/29/2022	397.00	.00	
01-360-5410 UTILITIES	VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	393.83	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	27804	PD CLOTHING	02/22/2022	297.10	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	96258	PD CLOTHING	03/21/2022	297.10	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	96260	PD CLOTHING	02/22/2022	297.10	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	96261	PD CLOTHING	02/22/2022	297.10	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	96262	PD CLOTHING	02/22/2022	297.10	.00	
01-360-5741 CLOTHING	JG UNIFORMS INC	96263	PD CLOTHING	02/22/2022	177.10	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2182964	GLO TOOL	03/23/2022	89.45	.00	
01-360-5751 GASOLINE	KEITH O'CONNOR	03/23/22	gas	03/23/2022	40.00	.00	
01-360-7022 POLICE - SMALL EQUIPM	EVIDENT INC	189433A	PD EQUIPMENT	03/30/2022	125.32	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PUBLIC SAFETY:					65,801.75	.00	
PUBLIC SAFETY-SPECIAL ACCT EXP							
01-365-5981 DUI EXPENSE	APPLIED CONCEPTS INC	399473	PD EQUIP	03/23/2022	355.00	.00	
Total PUBLIC SAFETY-SPECIAL ACCT EXP:					355.00	.00	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	HMO ILLINOIS	03/17/22	APR 22 HEALTH INS	03/17/2022	1,561.54	.00	
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	5,329.55	.00	
Total REIMBURSABLE EXP:					6,891.09	.00	
OTHER EXPENSES							
01-380-5975 SALES TAX REBATE	THORTONS LLC	03/30/22	1RST QTR SALES TAX INCENTI	03/22/2022	16,468.48	.00	
01-380-5999 MISCELLANEOUS EXPE	PROSPECT HEIGHTS POLICE	03/28/22	CIRCUIT COURT CC BOND MO	03/28/2022	500.00	500.00	03/30/2022
Total OTHER EXPENSES:					16,968.48	500.00	
Total GENERAL FUND:					143,234.52	11,453.46	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT EXPENSES							
13-300-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	572.10	572.10	03/30/2022
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	04/01/22-5309	700 MIL 3/1-3/31/22	04/01/2022	185.79	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	04/01/22-5316	1250 RIVER 3/1-3/31/22	04/01/2022	185.79	.00	
13-300-5108 BEAUTIFICATION	LANDSCAPE CONCEPTS MANA	17042	APR 22 LANDSCAPING	04/01/2022	1,110.00	.00	
Total EXPENSES:					2,053.68	572.10	
Total TOURISM DISTRICT:					2,053.68	572.10	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND EXPENSES							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	6984	MAY 22 O&M COSTS	04/01/2022	29,788.00	.00	
Total EXPENSES:					29,788.00	.00	
Total SOLID WASTE DISPOSAL FUND:					29,788.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PALATINE ROAD TIF FUND EXPENSES							
18-300-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	572.10	572.10	03/30/2022
Total EXPENSES:					572.10	572.10	
Total PALATINE ROAD TIF FUND:					572.10	572.10	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5							
EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	COMED I	03/15/22-1018	900 E OLD WILLOW 2/11-3/14/22	03/15/2022	103.72	103.72	03/28/2022
25-300-5050 SYSTEM MAINTENANCE	COMED I	03/15/22-9118	CORNER PIPER/WIMBLETON 2/	03/15/2022	131.62	131.62	03/28/2022
Total EXPENSES:					235.34	235.34	
Total SSA #5:					235.34	235.34	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	#0322M	MAR 22 MEDICAL	04/05/2022	1,295.61	.00	
51-300-5100 PROFESSIONAL SERVIC	METROPOLITAN INDUSTRIES I	INV036957	WATER SYSTEM DATA SERVICE	03/15/2022	313.00	.00	
51-300-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	4,004.70	4,004.70	03/30/2022
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	62000515701	MAR 22 ELECTRICITY	03/28/2022	1,190.25	.00	
51-300-5410 UTILITIES	NICOR GAS	03/24/22-7006	WELL HOUSE 2/22-3/24/22	03/24/2022	322.00	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	49.43	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9902533304	SCADA 2/24-3/23/22	03/23/2022	40.01	.00	
Total EXPENSES:					7,215.00	4,004.70	
Total WATER FUND:					7,215.00	4,004.70	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5410 UTILITIES	COMED I	03/15/22-2006	WOLF/KENSINGTON (METRA) 2	03/15/2022	126.92	126.92	03/28/2022
52-300-5410 UTILITIES	COMED I	03/15/22-3003	WOLF EUCLID (METRA) 2/11-3/1	03/15/2022	201.64	201.64	03/28/2022
52-300-5410 UTILITIES	COMED I	03/15/22-4010	101 S WOLF RD	03/15/2022	351.23	351.23	03/28/2022
Total EXPENSES:					679.79	679.79	
Total PARKING FUND:					679.79	679.79	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND EXPENSES							
53-300-5100 PROFESSIONAL SERVIC	GANZIANO SEWER & WATER, I	1259	SEWER REPAIR	02/01/2022	9,000.00	.00	
53-300-5100 PROFESSIONAL SERVIC	VERIZON WIRELESS	9900761419	CELL PHONES 2/2-3/1/22	03/01/2022	49.43	.00	
53-300-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	62583	DEC 21 FINANCIAL SERVICES	01/04/2022	6,865.20	6,865.20	03/30/2022
Total EXPENSES:					15,914.63	6,865.20	
Total SANITARY SEWER FUND:					15,914.63	6,865.20	
Grand Totals:					199,693.06	24,382.69	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	143,234.52	11,453.46	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	2,053.68	572.10	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	29,788.00	.00	
PALATINE ROAD TIF FUND			
Total PALATINE ROAD TIF FUND:	572.10	572.10	
SSA #5			
Total SSA #5:	235.34	235.34	
WATER FUND			
Total WATER FUND:	7,215.00	4,004.70	
PARKING FUND			
Total PARKING FUND:	679.79	679.79	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	15,914.63	6,865.20	
Grand Totals:	199,693.06	24,382.69	