



PUBLIC NOTICE

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

THE REGULAR WORKSHOP MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, NOVEMBER 13, 2017 AT 6:30 P.M.

**IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL,
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
MAYOR NICHOLAS J. HELMER PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:**

- 1. CALL TO ORDER**
- 2. ROLL CALL FOR QUORUM**
- 3. PLEDGE OF ALLEGIANCE** – led by City Administrator Wade
- 4. APPROVAL OF MINUTES**
 - A.** October 9, 2017 Regular Council Meeting Minutes
- 5. PRESENTATION**
 - A.** Honoring Our Heroes Banner Presentation by Mayor Helmer and City Council
- 6. APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**
 - A.** Appointment of Wendy Morgan-Adams to the Planning/Zoning Board of Appeals
 - B.** Proclamation Honoring Mark Roscoe for His Service on the Planning/Zoning Board of Appeals

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

C. Proclamation Honoring Corinne Frank-Watson for Her Service on the Planning/Zoning Board of Appeals

7. CITIZEN CONCERNS AND COMMENTS (agenda matters)

8. STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS

A. Chicago Executive Airport Monthly Update – Director Kiefer

B. Six Month Financial Report by Finance Director Michael DuCharme

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

10. OLD BUSINESS

A. Chicago Executive Airport Intergovernmental Agreement, Presentation by CEA Members, Discussion and Council Decision

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

11. NEW BUSINESS

A. Staff Memo and Resolution Authorizing the City Administrator to Enter into an Agreement with FlexSource, LLC to Manage the City's Flexible Spending 125 Plan for City Employees

B. Staff Memo and Request for Approval for Replacement and Upgrade of Surveillance Cameras at City Hall in the Amount of \$7,775.00

C. Staff Memo and Request for Approval of Purchase of Two 2018 Ford Utility Police Vehicles in the Amount of \$27,971.00 Each through the Suburban Purchasing Cooperative

D. **O-17-25** Staff Memo and Ordinance Granting a Side Yard Variance for 305 Lonsdale Road (**1st Reading**)

E. **R-17-12** Staff Memo and Resolution Approving a Plat of Consolidation for 708 N. Elmhurst Road (Greenbrier Senior Living, LLC)

F. **R-17-13** Staff Memo and Resolution Approving Tree Removal Contract with Roy's Tree Service in the Amount of \$12,850 through Competitive Bid Process

G. Staff Memo and Presentation of Preliminary Tax Levy Estimates and Requested Approval by City Council

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

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

A. Discussion of Commercial Truck Parking Regulations

B. Review of City Liquor Code

13. APPROVAL OF WARRANTS

A. Approval of Expenditures

| | |
|---|--------------|
| General Fund | \$311,932.29 |
| Motor Fuel Tax Fund | \$0.00 |
| Palatine/Milwaukee Tax Increment Financing District | \$0.00 |
| Tourism District | \$13,334.98 |
| Development Fund | \$0.00 |
| Drug Enforcement Agency Fund | \$0.00 |
| Solid Waste Fund | \$25,985.62 |
| 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 | \$586.80 |
| Special Service Area #8 – Levee Wall #37 | \$125.76 |
| Special Service Area-Constr #6 (Water Main) | \$0.00 |
| Special Service Area- Debt #6 | \$0.00 |
| Road Construction | \$0.00 |
| Road Construction Debt | \$0.00 |
| Water Fund | \$3,253.86 |
| Parking Fund | \$21,446.43 |
| Sanitary Sewer Fund | \$2,822.40 |
| Road/Building Bond Escrow | \$5,124.00 |

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

| | |
|----------------|--------|
| Police Pension | \$0.00 |
|----------------|--------|

| | |
|-------|--------------|
| TOTAL | \$384,612.14 |
|-------|--------------|

Wire Payments

| | |
|----------------------------|--------------|
| 10/27/2017 PAYROLL POSTING | \$161,115.59 |
|----------------------------|--------------|

| | |
|------------|--------------|
| 11/09/2017 | \$149,881.65 |
|------------|--------------|

| | |
|--|-------------|
| October Illinois Municipal Retirement Fund | \$17,704.04 |
|--|-------------|

| | |
|-------------------------|-------------|
| Police Pension Payments | \$53,358.35 |
|-------------------------|-------------|

| | |
|---------------|--------------|
| TOTAL WARRANT | \$766,671.77 |
|---------------|--------------|

14. RESIDENT COMMENTS (Non-agenda matters)

15. EXECUTIVE SESSION

16. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

17. ADJOURNMENT

Posted by Deputy Clerk Schultheis by 5PM on November 8, 2017

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



City of Prospect Heights

Department of Building & Development
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 211 FAX: 847/590-1854
www.prospect-heights.il.us

To: Joe Wade, Village Administrator
From: Michael DuCharme, Director of Finance

November 6, 2017

RE: City of Prospect Heights – Six Month Budget Review for the General Fund

A six month budget review provides management as well as the elected officials a snapshot of where we stand six months into the fiscal year when compared to what was originally adopted last April. This informal review provides an estimate of where we anticipate ending the year based on actual transactions during the first six months. In addition the previous years' history is taken into account and is factored in to provide a reasonable year end estimate for the current year. The analysis below provides information related to the City's General Fund the City's largest operating fund. A similar analysis will be provided for the remaining fund in the next few weeks. Ultimately this report is intended to give you insight into the trends that are occurring as well as providing you information regarding areas of concern so that there are no surprises come at the end of the year.

The approved budget filing for the City of Prospect Heights shows a budget that was approved with expenditures exceeding revenues by \$761,965 primarily due to Capital projects being approved in the amount of \$819,000. Knowing that this budget is only balanced through the use of fund balance or reserves, I have spent considerable time during these six month budget review to see if other adjustments could be considered to offset the current deficit. Below is a sizeable listing of both revenue and expense accounts where I believe significant variances will occur between what is currently budgeted compared to what we anticipate receiving prior to the end of the fiscal year. The list is as follows:

General FundRevenues

| <u>Account Name</u> | <u>2017 YTD May - September</u> | <u>2017 YTD Projected</u> | <u>2017 YTD Budget</u> | <u>2017 YTD Variance</u> |
|---------------------------|-------------------------------------|-------------------------------|----------------------------|------------------------------|
| Real Estate Taxes | \$162,632.00 | \$327,000.00 | \$293,093.00 | \$33,907.00 |
| Non Home Rule Sales Tax | \$122,666.00 | \$293,000.00 | \$269,000.00 | \$24,000.00 |
| Utility Natural Gas | \$44,802.00 | \$140,000.00 | \$103,466.00 | \$36,534.00 |
| Utility - Telephone | \$143,739.00 | \$345,000.00 | \$365,000.00 | -\$20,000.00 |
| Places for Eating Taxes | \$112,615.00 | \$270,000.00 | \$3,000.00 | -\$30,000.00 |
| Video Gaming Tax | \$99,627.00 | \$225,000.00 | \$150,000.00 | \$75,000.00 |
| Income Tax | \$882,677.00 | \$1,491,000.00 | \$1,641,856.00 | -\$150,856.00 |
| Airport Sharing Revenue | \$132,367.00 | \$132,367.00 | \$125,000.00 | \$7,000.00 |
| Grant VOCA | \$10,678.00 | \$10,678.00 | - | \$10,678.00 |
| Sales Tax | \$411,038.00 | \$975,000.00 | \$831,788.00 | \$143,212.00 |
| Building Permits | \$171,433.00 | \$250,000.00 | \$185,000.00 | \$65,000.00 |
| Engineering Permit Fees | \$12,113.00 | \$12,113.00 | \$2,000.00 | \$10,113.00 |
| Traffic Fines | \$140,168.00 | \$330,000.00 | \$300,000.00 | \$30,000.00 |
| Ordinance & Parking Fines | \$142,862.00 | \$310,000.00 | \$250,000.00 | \$60,000.00 |
| Insurance Reimb | \$975.00 | \$5,000.00 | \$40,000.00 | -\$35,000.00 |
| Vehicle Stickers | \$33,690.00 | \$640,000.00 | \$630,000.00 | \$10,000.00 |
| Licenses Liquor | \$15,300.00 | \$120,000.00 | \$74,575.00 | \$45,425.00 |
| Vehicle Sticker Late Fee | \$15,275.00 | \$40,000.00 | \$30,000.00 | \$10,000.00 |
| Business License | \$13,661.00 | \$85,000.00 | \$51,187.00 | \$33,813.00 |
| Contractor Lincenses | \$19,100.00 | \$30,000.00 | \$2,000.00 | \$10,000.00 |
| Misc Income | \$8,458.00 | \$12,000.00 | - | \$12,000.00 |
| | | | | \$380,826.00 |

General FundExpenses

| <u>Account Name</u> | <u>2017 YTD May - September</u> | <u>2017 YTD Projected</u> | <u>2017 YTD Budget</u> | <u>2017 YTD Variance</u> |
|---------------------|-------------------------------------|-------------------------------|----------------------------|------------------------------|
|---------------------|-------------------------------------|-------------------------------|----------------------------|------------------------------|

Administration

| | | | | |
|-----------------------|--------------|--------------|--------------|---------------|
| Wages & Benefits | \$212,102.00 | \$419,378.00 | \$635,810.00 | \$216,431.00 |
| Professional Services | \$20,840.00 | \$240,840.00 | \$25,000.00 | -\$215,840.00 |
| Computer Consultant | \$47,389.00 | \$110,000.00 | \$72,000.00 | -\$38,000.00 |
| Labor Attorney | \$1,205.00 | \$55,000.00 | \$75,000.00 | \$20,000.00 |

Public Safety

| | | | | |
|--------------------------|-------------|--------------|--------------|-------------|
| Wages Part Time Seasonal | \$43,961.00 | \$105,000.00 | \$128,000.00 | \$23,000.00 |
| Grant VOCA Expense | \$20,021.00 | \$42,711.00 | \$80,084.00 | \$37,373.00 |

General Fund

Expenses

| <u>Account Name</u> | <u>2017 YTD May - September</u> | <u>2017 YTD Projected</u> | <u>2017 YTD Budget</u> | <u>2017 YTD Variance</u> |
|----------------------------|--|--------------------------------------|-----------------------------------|-------------------------------------|
|----------------------------|--|--------------------------------------|-----------------------------------|-------------------------------------|

Capital

| | | | | |
|------------------------------|-----------------|---------------------|---------------------|---------------------|
| Police Vehicles | \$575.00 | \$100,000.00 | \$125,000.00 | \$25,000.00 |
| Drainage Improvements | - | \$327,027.00 | \$434,000.00 | \$100,000.00 |
| Road Construction | - | - | \$260,000.00 | \$260,000.00 |

| | |
|--------------------------------------|---------------------|
| Positive Expenditure Variance | \$427,964.00 |
| Positive Revenue Variance | \$380,826.00 |
| Total Variance | \$808,790.00 |

In addition to answering any questions you may have related to any of these individual line items, if time permits I would like to discuss the following issues:

1. Monthly Service Charges
2. Police Pension Contributions – General fund
3. Existing Fund Balance/Reserve Balances

I have attached the following exhibits to provide some background on the information I have provided:

Exhibit A – City of Prospect Heights Approved Budget Filing

Exhibit B – Revenue and Expense Report – General Fund May-September

Exhibit C – Revenue and Expense Report – General Fund May 2016-April 2017

EXHIBIT A

8B



April 25, 2017

Cook County Clerk's Office
Tax Extension Division
118 N. Clark Street, Room 434
Chicago, IL 60602

RE: City of Prospect Heights Fiscal Year 2017-2018 Approved Budget Filing

TO WHOM IT MAY CONCERN:

Please find attached to this letter:

1. The Approved City of Prospect Heights Budget for Fiscal Year 2017-2018
2. The Signed and Approved City of Prospect Heights Budget Ordinance for Fiscal year 2017-2018
3. An executed Finance and City Clerk certification of the ordinance and revenue/expenditure projections for the City of prospect Heights Fiscal year 2017-2018 Annual Budget.

Please contact Finance Director Stephanie Hannon with any questions at (847) 398-6070 (Ext 201)

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen Schultheis'.

Karen Schultheis
Deputy Clerk, City of Prospect Heights

enclosures

City of Prospect Heights)
COUNTY OF COOK)

City Finance Director Certification

The Finance Director has prepared the attached Fiscal Year 2017-2018 Annual Budget for the City of Prospect Heights and hereby certifies that the estimated revenues/expenditures projected for Fiscal Year 2017-2018 are contained within the approved budget. I do hereby certify the estimated revenues contained within FY 2017/18 of Prospect Heights Annual budget to be a true estimate of revenues/expenditures for FY 2017/18. Signed and certified this 25th Day of April, 2017.

By: Stephanie Hannon
Stephanie Hannon, Finance Director
City of Prospect Heights

City of Prospect Heights)
COUNTY OF COOK)

City Clerk's Certificate

The Office of the Clerk is the keeper of the records, papers and ordinances of the City of Prospect Heights, Illinois. I hereby certify that Karen Schultheis is the appointed Deputy City Clerk of the City of Prospect Heights, County of Cook, State of Illinois. The Deputy Clerk has been authorized by the City Clerk to certify documents, sign any document and affix the city seal in the absence of the Clerk from City Hall.

I do further certify that Ordinance O-17-09, is a true and correct copy of the Ordinance passed and approved by the City Council of Prospect Heights on the 24th Day of April, 2017, a public record of the City of Prospect Heights, the original of which is in my custody.

In witness whereof, I do hereby set my hand and affix the corporate seal of the City of Prospect Heights on the 25th Day of April, 2017.

By: Karen Schultheis
Karen Schultheis, Deputy City Clerk
City of Prospect Heights

OFFICIAL SEAL



ORDINANCE NO. O-17-09

AN ORDINANCE ADOPTING THE ANNUAL BUDGET 2017-18

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 2017-18 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 2017-18 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: ROSENTHAL, LUDVIGSEN, MESSER, WILLIAMSON, DOLICK

NAYS: NONE


ABSENT: NONE

PASSED and APPROVED this 24th day of April, 2017.

ATTEST:
(SEAL)



City Clerk (DEPUTY)



Mayor NICHOLAS J. HELMER



Published in pamphlet form APRIL 24, 2017

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| | | FY2017-18 Proposed Budget |
|-------------|----------------------------------|---------------------------------|
| GL Acct # | Account Name | |
| 01-105-3000 | REAL ESTATE TAXES | \$ 293,093 |
| 01-105-3005 | USE TAX | 411,277 |
| 01-105-3006 | NON-HOME RULE SALES TAX | 269,114 |
| 01-105-3010 | UTILITY - ELECTRIC | 369,000 |
| 01-105-3011 | UTILITY - NATURAL GAS | 103,466 |
| 01-105-3012 | UTILITY- TELEPHONE | 365,000 |
| 01-105-3030 | ROAD & BRIDGE TAXES | 31,769 |
| 01-105-3040 | RENTAL CAR TAXES | 16,744 |
| 01-105-3050 | PLACES FOR EATING TAX | 300,000 |
| 01-105-3060 | HANDLE TAX - OTB | 132,700 |
| 01-105-3065 | VIDEO GAMING TAX | 150,000 |
| 01-105-3070 | AMUSEMENT TAX | 4,800 |
| | Total Local Taxes | \$ 2,446,963 |
| 01-110-3100 | INCOME TAXES | \$ 1,641,856 |
| 01-110-3101 | PERSONAL PROPERTY REPLACE TAX | 1,327 |
| 01-110-3110 | SALES TAXES | 831,788 |
| 01-110-3111 | GLENVIEW SHARED REVENUE | 18,000 |
| 01-110-3113 | AIRPORT SHARING REVENUE | 125,000 |
| | Total Intergovernmental Revenues | \$ 2,617,971 |
| 01-115-3213 | GRANT - STEP | \$ 8,000.00 |
| 01-115-3246 | GRANT-POLICE EQUIPMENT | 1,700 |
| 01-115-3247 | GRANT - POLICE TOBACCO | 2,012 |
| | Total Grant Revenues | \$ 11,712 |
| 01-120-3300 | VEHICLE STICKERS | \$ 630,000 |
| 01-120-3310 | VEH. STICKERS SENIORS | 41,250 |
| 01-120-3320 | VEH. STICKERS LATE FEES | 30,000 |
| 01-120-3321 | VEH. STICKERS TRANSFERS | 2,500 |
| | Total Vehicle Stickers | \$ 703,750 |
| 01-120-3342 | LICENSES - ANIMALS | \$ 10,800 |
| 01-120-3343 | LICENSES - LIQUOR | 74,575 |
| 01-120-3344 | LICENSES - BUSINESS | 51,187 |
| 01-120-3346 | LICENSES - CONTRACTORS | 20,000 |
| 01-120-3348 | LICENSE - AGREEMENTS | 12,000 |
| | Total Licenses | \$ 168,562 |
| 01-125-3350 | CABLE FRANCHISE FEES | \$ 220,000 |
| 01-125-3355 | SOLID WASTE FRANCHISE FEES | 100,000 |
| 01-125-3360 | NATURAL GAS FRANCHISE FEES | 24,500 |
| | Total Franchise Fees | \$ 344,500 |
| 01-130-3400 | BUILDING PERMITS | \$ 185,000 |
| 01-130-3402 | PUBLIC HEARING FEES | 2,500 |
| 01-130-3403 | ELEVATOR INSPECTION FEE | 5,100 |
| 01-130-3404 | CERT. OF OCC. INSPECTION FEES | 500 |
| 01-130-3405 | HEALTH INSPECTION FEE | 500 |
| 01-130-3406 | COMMERCIAL INSPECTION FEE | 7,250 |
| 01-130-3407 | ENGINEERING PERMIT FEES | 2,000 |
| 01-130-3410 | BUILDING RE-INSP. FEE | 500 |
| 01-130-3411 | RENTAL INSPECTION FEE | 212,500 |
| | Total Building & Zoning Fees | \$ 415,850 |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| | | FY2017-18 Proposed Budget |
|-------------|-------------------------------------|---------------------------------|
| GL Acct # | Account Name | |
| 01-140-3500 | TRAFFIC FINES | \$ 300,000 |
| 01-140-3505 | ORDINANCE & PARKING FINES | 250,000 |
| 01-140-3510 | LIQUOR FINES | 100 |
| 01-140-3515 | VEHICLE SEIZURE FEE | 60,000 |
| 01-140-3520 | DUI ASSESSMENTS | 8,000 |
| 01-140-3525 | POLICE ALARM LICENSES & FEES | 11,000 |
| | Total Public Safety Fines & Fees | \$ 629,100 |
| 01-145-3551 | POLICE REVENUE-TASK FORCE | \$ 16,000 |
| 01-145-3552 | POLICE REV-ABANDENED PROP EVID | 100 |
| 01-145-3553 | POLICE REVENUE-SPECIAL DETAILS | 7,000 |
| 01-145-3554 | POLICE REVENUE - GAMING TAX | 2,500 |
| | Total Public Safety Special Revenue | \$ 25,600 |
| 01-150-3611 | MFT FUND SERVICE CHARGE | \$ 152,600 |
| 01-150-3613 | CVB/TOURISM SERVICE CHARGE | 70,700 |
| 01-150-3617 | SOLID WASTE SERVICE CHARGE | 126,000 |
| 01-150-3621 | SSA #1 SERVICE CHARGE | 21,800 |
| 01-150-3622 | SSA #2 SERVICE CHARGE | 23,000 |
| 01-150-3623 | SSA #3 SERVICE CHARGE | 32,900 |
| 01-150-3624 | SSA #4 SERVICE CHARGE | 25,200 |
| 01-150-3625 | SSA #5 SERVICE CHARGE | 35,400 |
| 01-150-3628 | SSA #8 SERVICE CHARGE | 57,700 |
| 01-150-3641 | ROAD CONSTRUCTION DEBT - SERV CHR | 21,400 |
| 01-150-3646 | SSA #6 - DEBT SERVICE CHARGE | 19,800 |
| 01-150-3651 | WATER FUND SERVICE CHARGE | 242,000 |
| 01-150-3652 | PARKING FUND SERVICE CHARGE | 31,000 |
| 01-150-3653 | SEWER SERVICE CHARGE | 197,000 |
| | Total Interfund Service Charges | \$ 1,056,500 |
| 01-155-3700 | EMPLOYEE SALARY REIMBURSEMENT | \$ 46,117 |
| 01-155-3701 | EMPLOYEE EXPENSE REIMBURSEMENT | 820 |
| 01-155-3702 | EMPLOYEE INS. REIMBURSEMENT | 67,110 |
| 01-155-3703 | RETIREE HEALTH INS REIMBURSE | 80,039 |
| 01-155-3720 | FIRE DISTRICT GAS REIMB. | 7,000 |
| 01-155-3730 | INSURANCE REIMBURSEMENTS | 40,000 |
| 01-155-3741 | BUILDING & ENG DEPT REIMB FEES | 100 |
| 01-155-3743 | PUBLIC WORKS REIMBURSABLE FEES | 7,500 |
| | Total Reimbursable Income | \$ 248,686 |
| 01-160-3800 | INTEREST INCOME | \$ 16,734 |
| 01-160-3801 | INTEREST INCOME - DEBT | 1,125 |
| 01-160-3810 | NEWSLETTER ADVERTISING | 3,500 |
| 01-160-3811 | BUS SHELTERS AD REVENUE | 2,000 |
| 01-160-3815 | SPONSORSHIP & CONTRIBUTIONS | 7,000 |
| 01-160-3820 | SALE OF CITY PROPERTY | 5,500 |
| 01-160-3830 | GASOLINE REBATE | 900 |
| | Total Other Revenues | \$ 36,759 |
| 01-200-3990 | INTERFUND TRANSFER IN | \$ 288,651 |
| | Total Revenue | \$ 8,994,604 |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| | | FY2017-18 Proposed Budget |
|-------------|--------------------------------|---------------------------------|
| GL Acct # | Account Name | |
| 01-310-4000 | WAGES | \$ 34,320 |
| 01-310-4200 | SOCIAL SECURITY | 1,674 |
| 01-310-4210 | MEDICARE | 391 |
| 01-310-5100 | PROFESSIONAL SERVICES | 2,000 |
| 01-310-5300 | ALDERMANIC EXPENSES | 4,300 |
| 01-310-5310 | MEMBERSHIPS | 12,000 |
| 01-310-5330 | TRAINING | 400 |
| 01-310-5950 | SPECIAL EVENTS | 19,500 |
| 01-310-7020 | EQUIPMENT | 10,000 |
| | Total City Council & Boards | \$ 84,585 |
| 01-320-4000 | WAGES | \$ 466,703 |
| 01-320-4003 | WAGES - PART-TIME | 24,401 |
| 01-320-4010 | OVERTIME | 1,000 |
| 01-320-4100 | HEALTH INSURANCE | 46,083 |
| 01-320-4110 | LIFE INSURANCE | 394 |
| 01-320-4200 | SOCIAL SECURITY | 27,752 |
| 01-320-4210 | MEDICARE | 6,938 |
| 01-320-4220 | IMRF | 59,259 |
| 01-320-5100 | PROFESSIONAL SERVICES | 25,000 |
| 01-320-5101 | AUDIT | 22,543 |
| 01-320-5120 | CITY ATTORNEY | 110,000 |
| 01-320-5121 | HOUSING ATTORNEY | 13,200 |
| 01-320-5122 | CITY PROSECUTOR | 24,000 |
| 01-320-5123 | LABOR ATTORNEY | 75,000 |
| 01-320-5125 | BILLABLE ATTORNEY | 3,000 |
| 01-320-5130 | COMPUTER CONSULTANT | 72,000 |
| 01-320-5200 | POSTAGE | 14,000 |
| 01-320-5220 | PHOTOCOPY | 17,200 |
| 01-320-5221 | PRINTING | 20,000 |
| 01-320-5222 | LEGAL NOTICES | 3,500 |
| 01-320-5230 | WEBSITE | 6,000 |
| 01-320-5310 | MEMBERSHIPS | 4,100 |
| 01-320-5330 | TRAINING | 3,500 |
| 01-320-5340 | TUITION REIMBURSEMENT | 3,000 |
| 01-320-5410 | UTILITIES | 54,000 |
| 01-320-5430 | CREDIT CARD & BANK CHARGES | 10,000 |
| 01-320-5500 | LIABILITY INSURANCE | 44,359 |
| 01-320-5501 | INSURANCE DEDUCTIBLES | 20,000 |
| 01-320-5530 | WORKERS COMPENSATION INSURANCE | 3,630 |
| 01-320-5540 | PAYROLL SERVICE FEES | 6,200 |
| 01-320-5541 | ACCTING SERVICE FEES | 4,500 |
| 01-320-5700 | OFFICE SUPPLIES | 17,000 |
| 01-320-5751 | GASOLINE | 300 |
| 01-320-5820 | PUBLICATIONS | 600 |
| 01-320-5951 | EMPLOYEE RECOGNITION | 1,100 |
| 01-320-7020 | EQUIPMENT | 33,650 |
| | Total Administration | \$ 1,243,913 |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| GL Acct # | Account Name | FY2017-18 Proposed Budget |
|-------------|--------------------------------|---------------------------------|
| 01-340-4000 | WAGES | \$ 301,986 |
| 01-340-4100 | HEALTH INSURANCE | 47,275 |
| 01-340-4110 | LIFE INSURANCE | 392 |
| 01-340-4120 | UNEMPLOYMENT | 20,000 |
| 01-340-4200 | SOCIAL SECURITY | 18,723 |
| 01-340-4210 | MEDICARE | 4,379 |
| 01-340-4220 | IMRF | 38,896 |
| 01-340-5100 | PROFESSIONAL SERVICES | 62,300 |
| 01-340-5110 | ENGINEERING | 95,000 |
| 01-340-5111 | BILLABLE ENGINEERING | 20,000 |
| 01-340-5221 | PRINTING | 2,000 |
| 01-340-5222 | LEGAL NOTICES | 2,000 |
| 01-340-5310 | MEMBERSHIPS | 920 |
| 01-340-5330 | TRAINING | 5,100 |
| 01-340-5500 | LIABILITY INSURANCE | 1,089 |
| 01-340-5530 | WORKERS COMPENSATION INSURANCE | 12,375 |
| 01-340-5700 | OFFICE SUPPLIES | 3,500 |
| 01-340-5751 | GASOLINE | 2,500 |
| 01-340-5820 | PUBLICATIONS | 2,000 |
| | Total Building Department | \$ 640,434 |
| 01-350-4000 | WAGES | \$ 409,331 |
| 01-350-4003 | WAGES - PART-TIME | 10,560 |
| 01-350-4010 | OVERTIME | 50,000 |
| 01-350-4100 | HEALTH INSURANCE | 115,500 |
| 01-350-4110 | LIFE INSURANCE | 495 |
| 01-350-4200 | SOCIAL SECURITY | 29,087 |
| 01-350-4210 | MEDICARE | 6,803 |
| 01-350-4220 | IMRF | 56,489 |
| 01-350-5020 | VEHICLE MAINTENANCE | 50,000 |
| 01-350-5031 | SIGNAL MAINTENANCE | 36,000 |
| 01-350-5100 | PROFESSIONAL SERVICES | 22,000 |
| 01-350-5103 | PROF SERVICES - FORESTRY | 40,000 |
| 01-350-5104 | PROF SERVICES - BUILDING MAIN | 85,000 |
| 01-350-5106 | PROF SERVICES - STREETS/DRAIN | 75,000 |
| 01-350-5310 | MEMBERSHIPS | 2,000 |
| 01-350-5330 | TRAINING | 2,000 |
| 01-350-5411 | WATER AND ELECTRIC PURCHASES | 11,000 |
| 01-350-5441 | LICENSES | 500 |
| 01-350-5500 | LIABILITY INSURANCE PREMIUM | 59,331 |
| 01-350-5510 | RENTAL EQUIPMENT | 2,000 |
| 01-350-5530 | WORKERS COMPENSATION INSURANCE | 19,360 |
| 01-350-5610 | EQUIPMENT MAINTENANCE | 4,000 |
| 01-350-5631 | PATCH MATERIAL | - |
| 01-350-5635 | STORM SEWER & PIPE | 2,500 |
| 01-350-5650 | LANDSCAPE SUPPLIES | 15,000 |
| 01-350-5651 | LANDSCAPING SUPPLIES - NRC | 5,500 |
| 01-350-5700 | OFFICE SUPPLIES | 2,000 |
| 01-350-5710 | OPERATING SUPPLIES | 30,000 |
| 01-350-5721 | SIGNS | 20,000 |
| 01-350-5730 | TOOLS | 1,500 |
| 01-350-5751 | GASOLINE | 25,000 |
| 01-350-7023 | SAFETY EQUIPMENT | 5,000 |
| | Total Public Works | \$ 1,192,956 |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| | | FY2017-18 Proposed Budget |
|-------------|-------------------------------------|---------------------------------|
| GL Acct # | Account Name | |
| 01-360-4000 | WAGES | \$ 575,611 |
| 01-360-4001 | WAGES - SWORN OFFICERS | 1,804,837 |
| 01-360-4002 | WAGES - EXTRA STRAIGHT PAY | 51,500 |
| 01-360-4004 | WAGES - PART-TIME SWORN OFFICERS | 128,000 |
| 01-360-4010 | OVERTIME | 2,000 |
| 01-360-4011 | OVERTIME - SWORN OFFICERS | 140,000 |
| 01-360-4100 | HEALTH INSURANCE | 586,660 |
| 01-360-4110 | LIFE INSURANCE | 2,769 |
| 01-360-4200 | SOCIAL SECURITY | 27,143 |
| 01-360-4210 | MEDICARE | 38,414 |
| 01-360-4220 | IMRF | 31,942 |
| 01-360-4230 | PENSION CONTRIBUTION - R/E TAX | 293,093 |
| 01-360-4231 | PENSION CONTRIBUTION-CITY GF | 780,150 |
| 01-360-5100 | PROFESSIONAL SERVICES | 23,700 |
| 01-360-5140 | PRISONERS CARE | 2,500 |
| 01-360-5141 | KENNEL FEES | 4,000 |
| 01-360-5200 | POSTAGE | 3,000 |
| 01-360-5221 | PRINTING | 3,500 |
| 01-360-5240 | NORTHWEST CENTRAL DISPATCH | 287,452 |
| 01-360-5310 | MEMBERSHIPS | 46,000 |
| 01-360-5321 | AUTO EXPENSE | 2,500 |
| 01-360-5330 | TRAINING | 26,900 |
| 01-360-5340 | TUITION REIMBURSEMENT | 8,000 |
| 01-360-5500 | LIABILITY INSURANCE PREMIUM | 56,100 |
| 01-360-5510 | RENTAL EQUIPMENT | 620 |
| 01-360-5520 | ID NETWORKS | 13,247 |
| 01-360-5530 | WORKERS COMPENSATION INSURANCE | 159,500 |
| 01-360-5610 | EQUIPMENT MAINTENANCE | 14,500 |
| 01-360-5611 | RADIO MAINTENANCE | 1,000 |
| 01-360-5700 | OFFICE SUPPLIES | 7,500 |
| 01-360-5710 | OPERATING SUPPLIES | 11,200 |
| 01-360-5740 | RANGE SUPPLIES | 7,650 |
| 01-360-5741 | CLOTHING | 25,700 |
| 01-360-5751 | GASOLINE | 50,000 |
| 01-360-5820 | PUBLICATIONS | 1,060 |
| 01-360-7022 | POLICE TECH/SAFETY SUPPLIES | 15,205 |
| | Total Public Safety | \$ 5,232,953 |
| 01-365-5981 | DUI EXPENSE | \$ 2,800 |
| | Total Public Safety Special Revenue | \$ 2,800 |
| 01-370-4101 | RETIREE HEALTH INSURANCE | \$ 80,039 |
| 01-370-5102 | GRANT WRITER | 20,000 |
| 01-370-5751 | GASOLINE | 8,275 |
| | Total Reimbursable Expenses | \$ 108,314 |
| 01-380-5970 | REFUNDS | \$ 2,500 |
| 01-380-5975 | SALES TAX REBATE | 150,000 |
| 01-380-5999 | MISCELLANEOUS EXPENSE | 4,000 |
| | Total Other Expenses | \$ 156,500 |
| 01-390-5900 | GRANT - GENERAL EXPENSE | \$ 5,000 |
| 01-390-5910 | GRANT - VOCA EXPENSE | 80,084 |
| 01-390-5946 | GRANT-POLICE EQUIP EXPENSE | 1,700 |
| 01-390-5947 | GRANT-POLICE TOBACCO EXPENSE | 300 |
| | Total Grant Expense | \$ 87,084 |
| | TOTAL OPERATING EXPENSE | \$ 8,749,539 |
| | NET INCOME LESS DEBT & CAPITAL | \$ 245,065 |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| | | FY2017-18 Proposed Budget |
|-----------------------|-------------------------------|---------------------------------|
| GL Acct # | Account Name | |
| 01-400-6000 | PRINCIPAL | \$ 140,000 |
| 01-400-6010 | INTEREST | 48,030 |
| | Total Debt Service | \$ 188,030 |
| 01-550-7050 | ROAD CONSTRUCTION | \$ 260,000 |
| 01-550-7053 | DRAINAGE IMPROVEMENTS | 434,000 |
| 01-560-7040 | VEHICLES - POLICE | 125,000 |
| | Total Capital Expenses | \$ 819,000 |
| | Total General Fund Expense | \$ 9,756,569 |
| | Total Net income | \$ (761,965) |
| Motor Fuel Tax | | |
| 11-100-3800 | INTEREST INCOME | \$ 2,189 |
| 11-110-3120 | MOTOR FUEL TAX | 418,592 |
| | Total Revenue | \$ 420,781 |
| 11-300-5100 | PROFESSIONAL SERVICES | 30,000 |
| 11-300-5401 | SERVICE CHARGE - GENERAL FUND | 152,600 |
| 11-300-5632 | ICE CONTROL MAINTENANCE | 50,000 |
| 11-500-7050 | ROAD CONSTRUCTION | 150,000 |
| 11-500-7051 | SIDEWALKS | 50,000 |
| | Total Expenses | \$ 432,600 |
| | Net Income MFT | \$ (11,819) |
| TIF | | |
| 12-100-3000 | REAL ESTATE TAXES | 295,994 |
| | Total Revenue | \$ 295,994 |
| 12-300-5101 | AUDIT | 5,540 |
| 12-300-5430 | BANK FEES | 850 |
| 12-400-6000 | PRINCIPAL | 500,000 |
| 12-400-6010 | INTEREST | 24,500 |
| | Total Expenses | \$ 530,890 |
| | Total Net Income | \$ (234,896) |
| Tourism District Fund | | |
| 13-100-3020 | HOTEL TAXES | \$ 876,299 |
| 13-100-3800 | INTEREST INCOME | 125 |
| | Total Revenue | \$ 876,424 |
| 13-300-5100 | PROFESSIONAL SERVICES | \$ - |
| 13-300-5101 | AUDIT | 1,944 |
| 13-300-5108 | BEAUTIFICATION | 111,098 |
| 13-300-5310 | MEMBERSHIPS | 63,000 |
| 13-300-5401 | SERVICE CHARGE - GENERAL FUND | 70,700 |
| 13-300-5920 | GRANT - HOTELS | 288,651 |
| 13-600-8090 | INTERFUND TRANSFER OUT | 288,651 |
| | Total Expenses | \$ 824,045 |
| | Net Income | \$ 52,380 |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| GL Acct # | Account Name | FY2017-18 Proposed Budget |
|--------------------------------|--------------------------------|---------------------------------|
| <u>DEA SEIZURE FUND</u> | | |
| 16-100-3551 | POLICE REVENUE-TASK FORCE | \$ - |
| 16-100-3800 | INTEREST INCOME | - |
| | Total Revenue | \$ - |
| 16-300-5101 | AUDIT | \$ 1,761 |
| 16-300-5310 | MEMBERSHIP | 4,000 |
| 16-300-5330 | TRAINING | 4,500 |
| 16-300-5610 | EQUIPMENT MAINTENANCE | 91,500 |
| 16-300-5710 | OPERATING SUPPLIES | 9,000 |
| 16-500-7020 | EQUIPMENT - CAPITAL | 57,500 |
| | Expenses | \$ 168,261 |
| | Total Net Income | \$ (168,261) |
| <u>SOLID WASTE FUND</u> | | |
| 17-100-3355 | SOLID WASTE FEES | \$ 460,000 |
| 17-100-3800 | INTEREST INCOME | 200 |
| | Total Revenue | \$ 460,200 |
| 17-300-5100 | PROFESSIONAL SERVICES | \$ - |
| 17-300-5101 | AUDIT | 1,718 |
| 17-300-5401 | SERVICE CHARGE - GENERAL FUND | 125,000 |
| 17-300-5420 | SWANCC CHARGES | 311,889 |
| | Total Expense | \$ 439,607 |
| | Net Income | \$ 20,593 |
| <u>SSA #1 Fund</u> | | |
| 21-100-3000 | REAL ESTATE TAXES | \$ 28,400 |
| 21-100-3800 | INTEREST INCOME | - |
| | Total Revenue | \$ 28,400 |
| 21-300-5101 | AUDIT | \$ 1,652 |
| 21-300-5401 | SERVICE CHARGE - GENERAL FUND | 21,800 |
| 21-300-5530 | WORKERS COMPENSATION INSURANCE | 825 |
| 21-500-7020 | EQUIPMENT | - |
| | Total Expense | \$ 24,277 |
| | Net Income | \$ 4,123 |
| <u>SSA #2 FUND</u> | | |
| 22-100-3000 | REAL ESTATE TAXES | \$ 43,400 |
| 22-100-3800 | INTEREST INCOME | - |
| | Total Income | \$ 43,400 |
| 22-300-5101 | AUDIT | 1,701 |
| 22-300-5401 | SERVICE CHARGE - GENERAL FUND | 23,000 |
| 22-300-5530 | WORKERS COMPENSATION INSURANCE | 550 |
| | Total Expenses | \$ 25,251 |
| | Net Income | \$ 18,149 |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| | | FY2017-18 Proposed Budget | |
|----------------------------|--------------------------------|---------------------------------|----------|
| GL Acct # | Account Name | | |
| <u>SSA #3 FUND</u> | | | |
| 23-100-3000 | REAL ESTATE TAXES | \$ | 25,000 |
| 23-100-3800 | INTEREST INCOME | | 100 |
| 23-100-3899 | MISCELLANEOUS INCOME | | - |
| | Total Revenue | \$ | 25,100 |
| 23-300-5100 | PROFESSIONAL SERVICES | \$ | - |
| 23-300-5101 | AUDIT | | 1,716 |
| 23-300-5401 | SERVICE CHARGE - GENERAL FUND | | 32,900 |
| 23-300-5530 | WORKERS COMPENSATION INSURANCE | | 2,310 |
| | Total Expense | \$ | 36,926 |
| | Net Income | \$ | (11,826) |
| <u>SSA #4 FUND</u> | | | |
| 24-100-3000 | REAL ESTATE TAXES | \$ | 42,400 |
| | Total Revenue | \$ | 42,400 |
| 24-300-5100 | PROFESSIONAL SERVICES | \$ | - |
| 24-300-5101 | AUDIT | | 1,683 |
| 24-300-5401 | SERVICE CHARGE - GENERAL FUND | | 25,200 |
| 24-300-5530 | WORKERS COMPENSATION INSURANCE | | 330 |
| | Total Expenses | \$ | 27,213 |
| | Net Income | \$ | 15,187 |
| <u>SSA #5 FUND</u> | | | |
| 25-100-3000 | REAL ESTATE TAXES | \$ | 64,600 |
| 25-100-3800 | INTEREST INCOME | | 35 |
| | Total Revenue | \$ | 64,635 |
| 25-300-5050 | SYSTEM MAINTENANCE | \$ | 5,000 |
| 25-300-5100 | PROFESSIONAL SERVICES | | 10,000 |
| 25-300-5101 | AUDIT | | 1,820 |
| 25-300-5401 | SERVICE CHARGE - GENERAL FUND | | 35,400 |
| 25-300-5500 | LIABILITY INSURANCE | | 1,320 |
| | Total Expenses | \$ | 53,540 |
| | Net Income | \$ | 11,095 |
| <u>SSA #8 FUNDS</u> | | | |
| 28-100-3000 | REAL ESTATE TAXES | \$ | 218,500 |
| 28-100-3800 | INTEREST INCOME | | 150 |
| | Total Revenue | \$ | 218,650 |
| 28-300-5100 | PROFESSIONAL SERVICES | \$ | 125,000 |
| 28-300-5101 | AUDIT | | 1,852 |
| 28-300-5401 | SERVICE CHARGE - GENERAL FUND | | 57,700 |
| 28-300-5500 | LIABILITY INSURANCE | | 977 |
| 28-300-7020 | EQUIPMENT | | 1,000 |
| 28-400-6000 | PRINCIPAL | | 100,000 |
| 28-400-6010 | INTEREST | | 2,250 |
| | Total Expenses | \$ | 288,779 |
| | Net Income | \$ | (70,129) |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| | | FY2017-18 Proposed Budget | |
|---------------------------------------|---------------------|--|-----------|
| GL Acct # | Account Name | | |
| ROAD CONSTRUCTION DEBT SERVICE | | | |
| 41-100-3000 | REAL ESTATE TAXES | \$ | 1,296,735 |
| 41-100-3800 | INTEREST INCOME | | 1,200 |
| | Total Revenue | \$ | 1,297,935 |
| | | | |
| 41-300-5430 | BANK FEES | \$ | 2,700 |
| 41-300-5101 | AUDIT | | 6,000 |
| 41-300-5401 | SERVICE CHARGES | | 19,800 |
| 41-400-6000 | PRINCIPAL | | 995,000 |
| 41-400-6010 | INTEREST | | 301,736 |
| | Total Expenses | \$ | 1,325,236 |
| | | | |
| | Net Income | \$ | (27,301) |
| | | | |
| SSA #6 Debt Service | | | |
| 46-100-3000 | REAL ESTATE TAXES | \$ | 298,503 |
| 46-100-3800 | INTEREST INCOME | | 50 |
| | Total Revenue | \$ | 298,553 |
| | | | |
| 46-300-5430 | BANK FEES | \$ | 450 |
| 46-300-5101 | AUDIT | | 2,000 |
| 46-300-5401 | SERVICE CHARGES | | 21,400 |
| 46-400-6000 | PRINCIPAL | | 120,000 |
| 46-400-6010 | INTEREST | | 118,503 |
| | Total Expenses | \$ | 262,353 |
| | | | |
| | Net Income | \$ | (23,800) |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

| GL Acct # | Account Name | FY2017-18 Proposed Budget |
|--------------------------|--------------------------------|---------------------------------|
| <u>WATER FUND</u> | | |
| 51-100-3800 | INTEREST INCOME | \$ 3,000 |
| 51-100-3880 | WATER SALES | 270,165 |
| 51-100-3881 | WATER DELIVERY CHARGE | 348,190 |
| 51-100-3882 | WATER INFRASTRUCTURE RESERVE | 163,369 |
| 51-100-3883 | WATER DEBT RETIREMENT CHARGE | 78,310 |
| 51-100-3884 | WATER SANITARY SEWER | 600 |
| 51-100-3885 | PENALTY | 1,500 |
| | Total Revenue | \$ 865,134 |
| 51-300-4000 | WAGES | \$ 80,914 |
| 51-300-4010 | OVERTIME | 5,000 |
| 51-300-4100 | HEALTH INSURANCE | 25,075 |
| 51-300-4110 | LIFE INSURANCE | 148 |
| 51-300-4200 | SOCIAL SECURITY | 5,327 |
| 51-300-4210 | MEDICARE | 1,246 |
| 51-300-4220 | IMRF | 11,472 |
| 51-300-5000 | BUILDING MAINTENANCE | 3,000 |
| 51-300-5050 | SYSTEM MAINTENANCE | 61,900 |
| 51-300-5100 | PROFESSIONAL SERVICES | 25,000 |
| 51-300-5101 | AUDIT | 4,595 |
| 51-300-5200 | POSTAGE | 3,100 |
| 51-300-5221 | PRINTING | 450 |
| 51-300-5222 | LEGAL NOTICES | 1,500 |
| 51-300-5310 | MEMBERSHIPS | 1,500 |
| 51-300-5330 | TRAINING | 3,050 |
| 51-300-5401 | SERVICE CHARGES | 242,000 |
| 51-300-5410 | UTILITIES | 15,000 |
| 51-300-5412 | WATER | 220,000 |
| 51-300-5430 | CREDIT CARD & BANK CHARGES | 2,500 |
| 51-300-5500 | LIABILITY INSURANCE | 33,333 |
| 51-300-5501 | INSURANCE DEDUCTIBLES | 2,500 |
| 51-300-5530 | WORKERS COMPENSATION INSURANCE | 6,050 |
| 51-300-5710 | OPERATING SUPPLIES | 10,000 |
| 51-300-5750 | CHEMICALS | 2,000 |
| 51-300-5751 | GASOLINE | 2,500 |
| 51-400-6000 | PRINCIPAL | 55,000 |
| 51-400-6010 | INTEREST | 23,310 |
| 51-500-7020 | EQUIPMENT | 135,000 |
| 51-600-8000 | DEPRECIATION | 155,000 |
| | Total Expenses | \$ 1,137,469 |
| | Net Income | \$ (272,335) |

City of Prospect Heights
FY 2017-2018
Budget - Exhibit A

FY2017-18
Proposed
Budget

GL Acct # Account Name

PARKING FUND

| | | |
|-------------|-----------------|-----------|
| 52-100-3330 | PARKING FEES | \$ 64,000 |
| 52-100-3800 | INTEREST INCOME | - |
| | Total Revenue | \$ 64,000 |

| | | |
|-------------|-------------------------------|-------------|
| 52-300-5100 | PROFESSIONAL SERVICES | \$ 10,200 |
| 52-300-5101 | AUDIT | 2,500 |
| 52-300-5401 | SERVICE CHARGE - GENERAL FUND | 31,000 |
| 52-300-5410 | UTILITIES | 11,000 |
| 52-300-5500 | LIABILITY INSURANCE | 6,380 |
| 52-300-5501 | INSURANCE DEDUCTIBLES | 2,500 |
| 52-300-5511 | FACILITY RENT | 20,000 |
| 52-300-5632 | ICE CONTROL MAINTENANCE | 500 |
| 52-300-5710 | OPERATING SUPPLIES | 2,000 |
| 52-300-5970 | REFUNDS | 250 |
| 52-600-8000 | DEPRECIATION | 32,136 |
| | Total Expenses | \$ 118,466 |
| | Net Income | \$ (54,466) |

SEWER FUND

| | | |
|-------------|------------------------|------------|
| 53-100-3400 | PERMIT FEES | \$ 1,125 |
| 53-100-3884 | SANITARY SEWER CHARGES | 672,000 |
| | Total Revenue | \$ 673,125 |

| | | |
|-------------|-------------------------|--------------|
| 53-300-4000 | WAGES | \$ 28,379 |
| 53-300-4100 | HEALTH INSURANCE | 6,333 |
| 53-300-4110 | LIFE INSURANCE | 49 |
| 53-300-4200 | SOCIAL SECURITY | 1,760 |
| 53-300-4210 | MEDICARE | 411 |
| 53-300-4220 | IMRF | 3,635 |
| 53-300-5100 | PROFESSIONAL SERVICES | 297,000 |
| 53-300-5101 | AUDIT | 2,000 |
| 53-300-5200 | POSTAGE | 3,920 |
| 53-300-5221 | PRINTING | 1,000 |
| 53-300-5330 | TRAINING | 5,000 |
| 53-300-5401 | SERVICE CHARGES | 197,000 |
| 53-300-5430 | CREDIT CARD CHARGES | 850 |
| 53-300-5530 | WORKER'S COMP INSURANCE | 1,363 |
| 53-500-7051 | SYSTEM IMPROVEMENTS | 375,000 |
| | Total Expenses | \$ 923,721 |
| | Net Income | \$ (250,596) |

PENSION FUND

| | | |
|-------------|-----------------------|--------------|
| 71-100-3000 | REAL ESTATE TAXES | \$ 293,093 |
| 71-100-3860 | CITY CONTRIBUTION | 780,150 |
| 71-100-3861 | EMPLOYEE CONTRIBUTION | 203,341 |
| | Total Revenue | \$ 1,276,584 |

| | | |
|-------------|-----------------------|------------|
| 71-300-4232 | DISABILITY BENEFITS | \$ 81,897 |
| 71-300-4233 | PENSION PAYMENTS | 661,878 |
| 71-300-5100 | PROFESSIONAL SERVICES | 32,500 |
| 71-300-5107 | INVESTMENT EXPENSE | 27,669 |
| 71-300-5331 | CONFERENCES | 2,800 |
| 71-300-5440 | STATE FILING FEE | 2,500 |
| | Total Expenses | \$ 809,244 |
| | Net Income | \$ 467,340 |

EXHIBIT B
CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2017

8B

| GENERAL FUND | | | | | |
|---|-----------------|---------------------|---------------------|---------------------|--------------|
| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
| <u>LOCAL TAXES</u> | | | | | |
| 01-105-3000 REAL ESTATE TAXES | .00 | 162,632.02 | 293,093.00 | 130,460.98 | 55.5 |
| 01-105-3005 USE TAX | .00 | 160,503.33 | 411,277.00 | 250,773.67 | 39.0 |
| 01-105-3006 NON-HOME RULE SALES TAX | .00 | 122,866.15 | 269,114.00 | 146,447.85 | 45.6 |
| 01-105-3010 UTILITY - ELECTRIC | .00 | 151,577.17 | 369,000.00 | 217,422.83 | 41.1 |
| 01-105-3011 UTILITY - NATURAL GAS | .00 | 44,802.41 | 103,466.00 | 58,663.59 | 43.3 |
| 01-105-3012 UTILITY- TELEPHONE | .00 | 143,739.91 | 365,000.00 | 221,260.09 | 39.4 |
| 01-105-3030 ROAD & BRIDGE TAXES | .00 | 9,792.57 | 31,769.00 | 21,976.43 | 30.8 |
| 01-105-3040 RENTAL CAR TAXES | .00 | 7,152.66 | 16,744.00 | 9,591.34 | 42.7 |
| 01-105-3050 PLACES FOR EATING TAX | 1,936.78 | 114,552.12 | 300,000.00 | 185,447.88 | 38.2 |
| 01-105-3060 HANDLE TAX - OTB | .00 | 65,417.62 | 132,700.00 | 67,282.38 | 49.3 |
| 01-105-3065 VIDEO GAMING TAX | .00 | 99,827.76 | 150,000.00 | 50,372.24 | 66.4 |
| 01-105-3070 AMUSEMENT TAX | .00 | 2,100.00 | 4,800.00 | 2,700.00 | 43.8 |
| TOTAL LOCAL TAXES | 1,936.78 | 1,084,563.72 | 2,446,963.00 | 1,362,399.28 | 44.3 |
| <u>INTERGOVERNMENTAL REVENUES</u> | | | | | |
| 01-110-3100 INCOME TAXES | .00 | 882,677.10 | 1,641,856.00 | 759,178.90 | 53.8 |
| 01-110-3101 PERSONAL PROPERTY REPLACE TAX | .00 | 1,736.60 | 1,327.00 | (409.60) | 130.9 |
| 01-110-3110 SALES TAXES | .00 | 411,037.80 | 831,788.00 | 420,750.20 | 49.4 |
| 01-110-3111 GLENVIEW SHARED REVENUE | .00 | 18,341.67 | 18,000.00 | (341.67) | 101.9 |
| 01-110-3113 AIRPORT SHARING REVENUE | .00 | 132,367.14 | 125,000.00 | (7,367.14) | 105.9 |
| TOTAL INTERGOVERNMENTAL REVENUES | .00 | 1,446,160.31 | 2,617,971.00 | 1,171,810.69 | 55.2 |
| <u>GRANTS REVENUE</u> | | | | | |
| 01-115-3210 GRANT - VOCA | .00 | 10,678.00 | .00 | (10,678.00) | .0 |
| 01-115-3213 GRANT - STEP | 2,409.80 | 4,318.44 | 8,000.00 | 3,681.56 | 54.0 |
| 01-115-3246 GRANT-POLICE EQUIPMENT | .00 | .00 | 1,700.00 | 1,700.00 | .0 |
| 01-115-3247 GRANT - POLICE TOBACCO | .00 | .00 | 2,012.00 | 2,012.00 | .0 |
| TOTAL GRANTS REVENUE | 2,409.80 | 14,996.44 | 11,712.00 | (3,284.44) | 128.0 |
| <u>LICENSES & FEES</u> | | | | | |
| 01-120-3300 VEHICLE STICKERS | 915.00 | 34,605.00 | 630,000.00 | 595,395.00 | 5.5 |
| 01-120-3310 VEH. STICKERS SENIORS | .00 | 915.00 | 41,250.00 | 40,335.00 | 2.2 |
| 01-120-3320 VEH. STICKERS LATE FEES | .00 | 15,275.00 | 30,000.00 | 14,725.00 | 50.9 |
| 01-120-3321 VEH. STICKERS TRANSFERS | 80.00 | 1,290.00 | 2,500.00 | 1,210.00 | 51.6 |
| 01-120-3342 LICENSES - ANIMALS | 80.00 | 982.00 | 10,800.00 | 9,818.00 | 9.1 |
| 01-120-3343 LICENSES - LIQUOR | .00 | 72,375.00 | 74,575.00 | 2,200.00 | 97.1 |
| 01-120-3344 LICENSES - BUSINESS | .00 | 52,208.28 | 51,187.00 | (1,021.28) | 102.0 |
| 01-120-3346 LICENSES - CONTRACTORS | 1,700.00 | 20,800.00 | 20,000.00 | (800.00) | 104.0 |
| 01-120-3348 LICENSE - AGREEMENTS | 1,000.00 | 3,000.00 | 12,000.00 | 9,000.00 | 25.0 |
| TOTAL LICENSES & FEES | 3,765.00 | 201,450.28 | 872,312.00 | 670,861.72 | 23.1 |
| <u>FRANCHISE FEES</u> | | | | | |
| 01-125-3350 CABLE FRANCHISE FEES | .00 | 56,548.58 | 220,000.00 | 163,451.42 | 25.7 |
| 01-125-3355 SOLID WASTE FRANCHISE FEES | .00 | 42,912.63 | 100,000.00 | 57,087.37 | 42.9 |
| 01-125-3360 NATURAL GAS FRANCHISE FEES | .00 | .00 | 24,500.00 | 24,500.00 | .0 |
| TOTAL FRANCHISE FEES | .00 | 99,461.21 | 344,500.00 | 245,038.79 | 28.6 |

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|------------------|-------------------|---------------------|-------------------|-------------|
| BUILDING & ZONING FEES | | | | | |
| 01-130-3400 BUILDING PERMITS | 11,217.00 | 182,649.64 | 185,000.00 | 2,350.36 | 98.7 |
| 01-130-3402 PUBLIC HEARING FEES | .00 | 1,050.00 | 2,500.00 | 1,450.00 | 42.0 |
| 01-130-3403 ELEVATOR INSPECTION FEE | 50.00 | 1,900.00 | 5,100.00 | 3,200.00 | 37.3 |
| 01-130-3404 CERT. OF OCC. INSPECTION FEES | 50.00 | 275.00 | 500.00 | 225.00 | 55.0 |
| 01-130-3405 HEALTH INSPECTION FEE | .00 | 175.00 | 500.00 | 325.00 | 35.0 |
| 01-130-3406 COMMERCIAL INSPECTION FEE | 40.00 | 3,155.00 | 7,250.00 | 4,095.00 | 43.5 |
| 01-130-3407 ENGINEERING PERMIT FEES | .00 | 12,113.00 | 2,000.00 | 10,113.00 | 605.7 |
| 01-130-3410 BUILDING RE-INSPECTION FEE | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-130-3411 RENTAL INSPECTION FEE | .00 | 16,300.00 | 212,500.00 | 196,200.00 | 7.7 |
| TOTAL BUILDING & ZONING FEES | 11,357.00 | 217,617.64 | 415,850.00 | 198,232.36 | 52.3 |
| PUBLIC SAFETY FINES & FEES | | | | | |
| 01-140-3500 TRAFFIC FINES | 30,715.96 | 170,884.77 | 300,000.00 | 129,115.23 | 57.0 |
| 01-140-3505 ORDINANCE & PARKING FINES | 6,830.00 | 149,792.82 | 250,000.00 | 100,207.18 | 59.9 |
| 01-140-3510 LIQUOR FINES | .00 | .00 | 100.00 | 100.00 | .0 |
| 01-140-3515 VEHICLE SEIZURE FEE | 1,500.00 | 29,000.00 | 60,000.00 | 31,000.00 | 48.3 |
| 01-140-3520 DUI ASSESSMENTS | 1,342.00 | 2,818.00 | 8,000.00 | 5,182.00 | 35.2 |
| 01-140-3525 POLICE ALARM LICENSES & FEES | .00 | 810.00 | 11,000.00 | 10,190.00 | 7.4 |
| TOTAL PUBLIC SAFETY FINES & FEES | 40,487.96 | 353,305.59 | 629,100.00 | 275,794.41 | 56.2 |
| PUBLIC SAFETY SPECIAL REVENUE | | | | | |
| 01-145-3550 POLICE REVENUE-NARCOTICS | .00 | 2,472.60 | .00 | 2,472.60 | .0 |
| 01-145-3551 POLICE REVENUE-TASK FORCE | .00 | .00 | 16,000.00 | 16,000.00 | .0 |
| 01-145-3552 POLICE REV-ABANDONED PROP EVID | .00 | 224.00 | 100.00 | 124.00 | 224.0 |
| 01-145-3553 POLICE REVENUE-SPECIAL DETAILS | .00 | 2,980.00 | 7,000.00 | 4,020.00 | 42.6 |
| 01-145-3554 POLICE REVENUE - GAMING TAX | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| TOTAL PUBLIC SAFETY SPECIAL REVENUE | .00 | 5,676.60 | 25,600.00 | 19,923.40 | 22.2 |
| INTERFUND SERVICE CHARGES | | | | | |
| 01-150-3611 MFT FUND SERVICE CHARGE | 12,716.67 | 76,300.02 | 152,600.00 | 76,289.98 | 50.0 |
| 01-150-3613 CVB/TOURISM SERVICE CHARGE | 5,891.67 | 35,350.02 | 70,700.00 | 35,349.98 | 50.0 |
| 01-150-3617 SOLID WASTE SERVICE CHARGE | 10,500.00 | 63,000.00 | 126,000.00 | 63,000.00 | 50.0 |
| 01-150-3621 SSA #1 SERVICE CHARGE | 1,816.67 | 10,900.02 | 21,800.00 | 10,899.98 | 50.0 |
| 01-150-3622 SSA #2 SERVICE CHARGE | 1,816.67 | 11,500.02 | 23,000.00 | 11,499.98 | 50.0 |
| 01-150-3623 SSA #3 SERVICE CHARGE | 2,741.67 | 16,450.02 | 32,900.00 | 16,449.98 | 50.0 |
| 01-150-3624 SSA #4 SERVICE CHARGE | 2,100.00 | 12,600.00 | 25,200.00 | 12,600.00 | 50.0 |
| 01-150-3625 SSA #5 SERVICE CHARGE | 2,950.00 | 17,700.00 | 35,400.00 | 17,700.00 | 50.0 |
| 01-150-3626 SSA #6 SERVICE CHARGE | 1,633.33 | 4,899.99 | .00 | 4,899.99 | .0 |
| 01-150-3628 SSA #8 SERVICE CHARGE | 4,808.33 | 28,849.98 | 57,700.00 | 28,850.02 | 50.0 |
| 01-150-3641 ROAD CONSTRUCT DEBT-SERV CHRG | 1,783.33 | 10,699.98 | 21,400.00 | 10,700.02 | 50.0 |
| 01-150-3646 SSA #6 - DEBT SERVICE CHARGE | .00 | 4,899.99 | 19,800.00 | 14,900.01 | 24.8 |
| 01-150-3651 WATER FUND SERVICE CHARGE | 20,166.67 | 121,000.02 | 242,000.00 | 120,999.98 | 50.0 |
| 01-150-3652 PARKING FUND SERVICE CHARGE | 2,583.33 | 15,499.98 | 31,000.00 | 15,500.02 | 50.0 |
| 01-150-3653 SEWER SERVICE CHARGE | 16,416.67 | 98,500.02 | 197,000.00 | 98,499.98 | 50.0 |
| TOTAL INTERFUND SERVICE CHARGES | 88,025.01 | 528,150.08 | 1,058,500.00 | 528,349.94 | 50.0 |
| REIMBURSABLE INCOME | | | | | |
| 01-155-3700 EMPLOYEE SALARY REIMBURSEMENT | .00 | .00 | 48,117.00 | 48,117.00 | .0 |
| 01-155-3701 EMPLOYEE EXPENSE REIMBURSEMENT | .00 | .00 | 820.00 | 820.00 | .0 |
| 01-155-3702 EMPLOYEE INS. REIMBURSEMENT | 3,991.92 | 26,685.63 | 67,110.00 | 40,424.37 | 39.8 |
| 01-155-3703 RETIREE HEALTH INS REIMBURSE | 3,167.00 | 27,648.50 | 80,039.00 | 52,389.50 | 34.5 |
| 01-155-3720 FIRE DISTRICT GAS REIMB. | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| 01-155-3730 INSURANCE REIMBURSEMENTS | 1,000.00 | 1,975.97 | 40,000.00 | 38,024.03 | 4.9 |
| 01-155-3741 BUILDING & ENG DEPT REIMB FEES | .00 | 741.85 | 100.00 | 641.85 | 741.9 |
| 01-155-3743 PUBLIC WORKS REIMBURSABLE FEES | .00 | .00 | 7,500.00 | 7,500.00 | .0 |
| 01-155-3745 PUBLIC SAFETY REIMBURSABLE FEE | 9,889.81 | 9,830.03 | .00 | 9,930.03 | .0 |
| TOTAL REIMBURSABLE INCOME | 18,048.73 | 68,981.98 | 248,686.00 | 181,704.02 | 26.9 |

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---------------|--------------|--------------|--------------|-------|
| <u>OTHER REVENUES</u> | | | | | |
| 01-160-3800 INTEREST INCOME | .00 | 28,243.08 | 16,734.00 | (11,509.08) | 168.8 |
| 01-160-3801 INTEREST INCOME - DEBT | .00 | .00 | 1,125.00 | 1,125.00 | .0 |
| 01-160-3810 NEWSLETTER ADVERTISING | .00 | 5.00 | 3,500.00 | 3,495.00 | .1 |
| 01-160-3811 BUS SHELTERS AD REVENUE | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-160-3815 SPONSORSHIP & CONTRIBUTIONS | .00 | 5,820.00 | 7,000.00 | 1,180.00 | 83.1 |
| 01-160-3820 SALE OF CITY PROPERTY | .00 | 7,426.00 | 5,500.00 | (1,926.00) | 135.0 |
| 01-160-3830 GASOLINE REBATE | .00 | 1,655.82 | 900.00 | (755.82) | 184.0 |
| 01-160-3840 AIRPORT MEETING FEES | .00 | 10.00 | .00 | (10.00) | .0 |
| 01-160-3899 MISCELLANEOUS INCOME | 899.42 | 9,357.11 | .00 | (9,357.11) | .0 |
| TOTAL OTHER REVENUES | 899.42 | 52,517.01 | 38,759.00 | (15,758.01) | 142.9 |
| <u>OTHER FINANCING SOURCES</u> | | | | | |
| 01-200-3990 INTERFUND TRANSFER IN | .00 | .00 | 288,651.00 | 288,651.00 | .0 |
| TOTAL OTHER FINANCING SOURCES | .00 | .00 | 288,651.00 | 288,651.00 | .0 |
| TOTAL FUND REVENUE | 166,919.70 | 4,070,880.84 | 8,994,604.00 | 4,923,723.16 | 45.3 |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2017

| GENERAL FUND | | | | | |
|--|------------------|-------------------|---------------------|-------------------|-------------|
| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
| <u>CITY COUNCIL & BOARDS</u> | | | | | |
| 01-310-4000 WAGES | 2,250.00 | 13,500.00 | 34,320.00 | 20,820.00 | 39.3 |
| 01-310-4200 SOCIAL SECURITY | 139.50 | 837.00 | 1,874.00 | 837.00 | 50.0 |
| 01-310-4210 MEDICARE | 32.66 | 195.96 | 391.00 | 195.04 | 50.1 |
| 01-310-5100 PROFESSIONAL SERVICES | .00 | 445.00 | 2,000.00 | 1,555.00 | 22.3 |
| 01-310-5300 ALDERMANIC EXPENSES | .00 | 792.21 | 4,300.00 | 3,507.79 | 18.4 |
| 01-310-5310 MEMBERSHIPS | .00 | 10,147.52 | 12,000.00 | 1,852.48 | 84.6 |
| 01-310-5330 TRAINING | .00 | .00 | 400.00 | 400.00 | .0 |
| 01-310-5950 SPECIAL EVENTS | .00 | 2,558.59 | 19,500.00 | 16,941.41 | 13.1 |
| 01-310-7020 EQUIPMENT | 219.10 | 2,630.44 | 10,000.00 | 7,369.56 | 26.3 |
| TOTAL CITY COUNCIL & BOARDS | 2,641.26 | 31,106.72 | 84,585.00 | 53,478.28 | 36.8 |
| <u>ADMINISTRATION</u> | | | | | |
| 01-320-4000 WAGES | 23,402.28 | 178,016.90 | 466,703.00 | 288,686.10 | 38.1 |
| 01-320-4003 WAGES - PART-TIME | 1,952.06 | 16,156.21 | 24,401.00 | 8,244.79 | 66.2 |
| 01-320-4010 OVERTIME | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-320-4100 HEALTH INSURANCE | 1,428.00 | 15,344.00 | 46,063.00 | 30,739.00 | 33.3 |
| 01-320-4110 LIFE INSURANCE | 44.88 | 188.58 | 394.00 | 205.42 | 47.9 |
| 01-320-4200 SOCIAL SECURITY | 1,554.85 | 11,896.34 | 27,762.00 | 15,865.66 | 42.9 |
| 01-320-4210 MEDICARE | 363.62 | 2,782.15 | 6,938.00 | 4,155.85 | 40.1 |
| 01-320-4220 IMRF | 4,611.97 | 21,078.75 | 59,259.00 | 38,180.25 | 35.6 |
| 01-320-5100 PROFESSIONAL SERVICES | 10,393.50 | 31,233.50 | 25,000.00 | 6,233.50 | 124.9 |
| 01-320-5101 AUDIT | 18,750.00 | 57,896.68 | 22,543.00 | 35,353.68 | 256.8 |
| 01-320-5120 CITY ATTORNEY | .00 | 36,706.04 | 110,000.00 | 73,293.96 | 33.4 |
| 01-320-5121 HOUSING ATTORNEY | .00 | 4,200.00 | 13,200.00 | 9,000.00 | 31.8 |
| 01-320-5122 CITY PROSECUTOR | 140.00 | 7,450.00 | 24,000.00 | 16,550.00 | 31.0 |
| 01-320-5123 LABOR ATTORNEY | .00 | 1,205.00 | 75,000.00 | 73,795.00 | 1.6 |
| 01-320-5125 BILLABLE ATTORNEY | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-320-5130 COMPUTER CONSULTANT | 3,580.00 | 51,468.66 | 72,000.00 | 20,531.34 | 71.5 |
| 01-320-5200 POSTAGE | 2,020.99 | 3,020.99 | 14,000.00 | 10,979.01 | 21.6 |
| 01-320-5220 PHOTOCOPY | 2,122.74 | 8,854.71 | 17,200.00 | 8,345.29 | 51.5 |
| 01-320-5221 PRINTING | 2,981.99 | 6,288.79 | 20,000.00 | 13,711.21 | 31.4 |
| 01-320-5222 LEGAL NOTICES | .00 | 37.80 | 3,500.00 | 3,462.20 | 1.1 |
| 01-320-5230 WEBSITE | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 01-320-5310 MEMBERSHIPS | .00 | 2,488.70 | 4,100.00 | 1,611.30 | 60.7 |
| 01-320-5330 TRAINING | .00 | 75.00 | 3,500.00 | 3,425.00 | 2.1 |
| 01-320-5340 TUITION REIMBURSEMENT | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-320-5410 UTILITIES | 3,815.30 | 16,172.68 | 54,000.00 | 37,827.32 | 30.0 |
| 01-320-5430 CREDIT CARD & BANK CHARGES | .00 | 3,246.97 | 10,000.00 | 6,753.03 | 32.5 |
| 01-320-5500 LIABILITY INSURANCE | 18,347.64 | 36,695.28 | 44,359.00 | 7,663.72 | 82.7 |
| 01-320-5501 INSURANCE DEDUCTIBLES | .00 | 1,975.97 | 20,000.00 | 18,024.03 | 9.9 |
| 01-320-5530 WORKERS COMPENSATION INSURANCE | .00 | 1,609.03 | 3,630.00 | 2,020.97 | 44.3 |
| 01-320-5540 PAYROLL SERVICE FEES | 375.75 | 1,329.70 | 6,200.00 | 4,870.30 | 21.5 |
| 01-320-5541 ACCTING SERVICE FEES | .00 | 2,046.83 | 4,500.00 | 2,453.17 | 45.5 |
| 01-320-5700 OFFICE SUPPLIES | 988.43 | 4,134.03 | 17,000.00 | 12,865.97 | 24.3 |
| 01-320-5721 SIGNS | .00 | 970.50 | .00 | 970.50 | .0 |
| 01-320-5751 GASOLINE | .00 | 19.00 | 300.00 | 281.00 | 6.3 |
| 01-320-5820 PUBLICATIONS | .00 | .00 | 600.00 | 600.00 | .0 |
| 01-320-5951 EMPLOYEE RECOGNITION | .00 | .00 | 1,100.00 | 1,100.00 | .0 |
| 01-320-7020 EQUIPMENT | .00 | 528.00 | 33,650.00 | 33,124.00 | 1.8 |
| TOTAL ADMINISTRATION | 96,874.10 | 525,114.79 | 1,243,912.00 | 718,797.21 | 42.2 |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2017

| GENERAL FUND | | | | | |
|--|------------------|-------------------|---------------------|-------------------|-------------|
| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
| BUILDING DEPARTMENT | | | | | |
| 01-340-4000 WAGES | 23,229.68 | 144,299.72 | 301,986.00 | 157,686.28 | 47.8 |
| 01-340-4100 HEALTH INSURANCE | 4,488.00 | 22,838.00 | 47,275.00 | 24,437.00 | 48.3 |
| 01-340-4110 LIFE INSURANCE | 64.84 | 450.83 | 392.00 | 58.83 | 115.0 |
| 01-340-4120 UNEMPLOYMENT | .00 | 12.91 | 20,000.00 | 19,987.09 | .1 |
| 01-340-4200 SOCIAL SECURITY | 1,405.25 | 8,729.18 | 18,723.00 | 9,993.82 | 46.6 |
| 01-340-4210 MEDICARE | 328.64 | 2,041.43 | 4,379.00 | 2,337.57 | 46.6 |
| 01-340-4220 IMRF | 4,383.45 | 16,051.36 | 38,896.00 | 22,844.64 | 41.3 |
| 01-340-5103 PROFESSIONAL SERVICES | 5,849.31 | 26,616.78 | 62,300.00 | 35,683.22 | 42.7 |
| 01-340-5110 ENGINEERING | 9,252.49 | 34,912.49 | 95,000.00 | 60,087.51 | 36.8 |
| 01-340-5111 BILLABLE ENGINEERING | .00 | 402.00 | 20,000.00 | 19,598.00 | 2.0 |
| 01-340-5221 PRINTING | .00 | 759.00 | 2,000.00 | 1,241.00 | 38.0 |
| 01-340-5222 LEGAL NOTICES | 272.68 | 777.94 | 2,000.00 | 1,222.06 | 38.9 |
| 01-340-5310 MEMBERSHIPS | .00 | .00 | 920.00 | 920.00 | .0 |
| 01-340-5330 TRAINING | .00 | 110.91 | 5,100.00 | 4,989.09 | 2.2 |
| 01-340-5500 LIABILITY INSURANCE | 317.04 | 634.08 | 1,089.00 | 454.92 | 58.2 |
| 01-340-5530 WORKERS COMPENSATION INSURANCE | .00 | 4,462.08 | 12,375.00 | 7,912.92 | 36.1 |
| 01-340-5700 OFFICE SUPPLIES | .00 | 518.14 | 3,500.00 | 2,981.86 | 14.8 |
| 01-340-5751 GASOLINE | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-340-5820 PUBLICATIONS | .00 | 521.98 | 2,000.00 | 1,478.02 | 26.1 |
| TOTAL BUILDING DEPARTMENT | 49,391.39 | 264,138.83 | 640,435.00 | 376,296.17 | 41.2 |
| PUBLIC WORKS | | | | | |
| 01-350-4000 WAGES | 28,114.62 | 173,225.51 | 409,331.00 | 236,105.49 | 42.3 |
| 01-350-4003 WAGES - PART-TIME | .00 | 10,549.00 | 10,560.00 | 11.00 | 99.9 |
| 01-350-4010 OVERTIME | .00 | 8,811.17 | 50,000.00 | 41,188.83 | 17.6 |
| 01-350-4100 HEALTH INSURANCE | 1,518.80 | 58,920.00 | 115,500.00 | 56,580.00 | 51.0 |
| 01-350-4110 LIFE INSURANCE | 99.00 | 359.00 | 495.00 | 136.00 | 72.5 |
| 01-350-4200 SOCIAL SECURITY | 1,793.45 | 11,893.51 | 29,087.00 | 17,193.49 | 40.9 |
| 01-350-4210 MEDICARE | 419.43 | 2,781.59 | 6,803.00 | 4,021.41 | 40.9 |
| 01-350-4220 IMRF | 5,459.68 | 19,885.80 | 56,489.00 | 36,603.20 | 35.2 |
| 01-350-5020 VEHICLE MAINTENANCE | 2,347.89 | 10,027.42 | 50,000.00 | 39,972.58 | 20.1 |
| 01-350-5031 SIGNAL MAINTENANCE | .00 | 605.15 | 36,000.00 | 35,394.85 | 1.7 |
| 01-350-5100 PROFESSIONAL SERVICES | .00 | 2,292.71 | 22,000.00 | 19,707.29 | 10.4 |
| 01-350-5103 PROF SERVICES - FORESTRY | 235.83 | 4,367.99 | 40,000.00 | 35,632.01 | 10.9 |
| 01-350-5104 PROF SERVICES - BUILDING MAIN | 2,002.94 | 17,683.15 | 85,000.00 | 67,316.85 | 20.8 |
| 01-350-5106 PROF SERVICES - STREETS/DRAIN | .00 | 5,138.71 | 75,000.00 | 69,861.29 | 6.9 |
| 01-350-5310 MEMBERSHIPS | .00 | 210.00 | 2,000.00 | 1,790.00 | 10.5 |
| 01-350-5330 TRAINING | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-350-5411 WATER AND ELECTRIC PURCHASES | 743.88 | 4,402.06 | 11,000.00 | 6,597.94 | 40.0 |
| 01-350-5421 DUMP CHARGES | 591.73 | 1,131.44 | .00 | 1,131.44 | .0 |
| 01-350-5441 LICENSES | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-350-5500 LIABILITY INSURANCE PREMIUM | 21,822.54 | 43,645.08 | 59,331.00 | 15,685.92 | 73.6 |
| 01-350-5510 RENTAL EQUIPMENT | .00 | 1,746.29 | 2,000.00 | 253.71 | 87.3 |
| 01-350-5530 WORKERS COMPENSATION INSURANCE | .00 | 10,988.75 | 19,360.00 | 8,371.25 | 56.8 |
| 01-350-5610 EQUIPMENT MAINTENANCE | 96.43 | 445.49 | 4,000.00 | 3,554.51 | 11.1 |
| 01-350-5634 STONE & CONCRETE | 46.98 | 67.77 | .00 | 67.77 | .0 |
| 01-350-5635 STORM SEWER & PIPE | .00 | 1,012.96 | 2,500.00 | 1,487.04 | 40.5 |
| 01-350-5650 LANDSCAPE SUPPLIES | 673.62 | 2,802.75 | 15,000.00 | 12,197.25 | 18.7 |
| 01-350-5651 LANDSCAPING SUPPLIES - NRC | .00 | .00 | 5,500.00 | 5,500.00 | .0 |
| 01-350-5700 OFFICE SUPPLIES | .00 | 139.72 | 2,000.00 | 1,860.28 | 7.0 |
| 01-350-5710 OPERATING SUPPLIES | 162.08 | 3,024.13 | 30,000.00 | 26,975.87 | 10.1 |
| 01-350-5721 SIGNS | 145.44 | 2,802.36 | 20,000.00 | 17,197.64 | 14.0 |
| 01-350-5730 TOOLS | .00 | 18.92 | 1,500.00 | 1,481.08 | 1.3 |
| 01-350-5751 GASOLINE | 5,152.96 | 29,791.69 | 25,000.00 | 4,791.69 | 119.2 |
| 01-350-7023 SAFETY EQUIPMENT | 193.46 | 1,105.68 | 5,000.00 | 3,894.32 | 22.1 |
| TOTAL PUBLIC WORKS | 72,620.36 | 429,875.80 | 1,192,956.00 | 763,080.20 | 36.0 |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2017

| GENERAL FUND | | | | | |
|--|-------------------|---------------------|---------------------|---------------------|----------------|
| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
| PUBLIC SAFETY | | | | | |
| 01-380-4000 WAGES | 52,470.68 | 277,934.52 | 575,611.00 | 297,676.48 | 48.3 |
| 01-380-4001 WAGES - SWORN OFFICERS | 145,302.99 | 876,444.98 | 1,804,837.00 | 928,392.02 | 48.6 |
| 01-380-4002 WAGES - EXTRA STRAIGHT PAY | 3,281.56 | 11,498.23 | 51,500.00 | 40,001.77 | 22.3 |
| 01-380-4004 WAGES - PART-TIME SWORN OFFICERS | 7,578.00 | 51,539.27 | 128,000.00 | 76,460.73 | 40.3 |
| 01-380-4010 OVERTIME | 34.91 | 987.01 | 2,000.00 | 1,012.99 | 49.4 |
| 01-380-4011 OVERTIME - SWORN OFFICERS | 7,009.07 | 52,074.64 | 140,000.00 | 87,925.36 | 37.2 |
| 01-380-4100 HEALTH INSURANCE | 33,536.00 | 203,199.00 | 588,080.00 | 383,481.00 | 34.6 |
| 01-380-4110 LIFE INSURANCE | 456.88 | 1,791.65 | 2,769.00 | 977.35 | 64.7 |
| 01-380-4200 SOCIAL SECURITY | 2,200.28 | 12,709.89 | 27,143.00 | 14,433.11 | 46.8 |
| 01-380-4210 MEDICARE | 2,968.84 | 17,876.66 | 38,414.00 | 20,537.34 | 46.5 |
| 01-380-4220 IMRF | 3,183.17 | 11,593.25 | 31,942.00 | 20,348.75 | 36.3 |
| 01-380-4230 PENSION CONTRIBUTION - R/E TAX | .00 | 162,632.02 | 293,083.00 | 130,460.98 | 55.5 |
| 01-380-4231 PENSION CONTRIBUTION-CITY GF | .00 | .00 | 780,150.00 | 780,150.00 | .0 |
| 01-380-5100 PROFESSIONAL SERVICES | 841.00 | 8,280.95 | 23,700.00 | 15,439.05 | 34.9 |
| 01-380-5140 PRISONERS CARE | 161.55 | 284.19 | 2,500.00 | 2,215.81 | 11.4 |
| 01-380-5141 KENNEL FEES | 359.85 | 1,087.50 | 4,000.00 | 2,902.50 | 27.4 |
| 01-380-5200 POSTAGE | .00 | 69.90 | 3,000.00 | 2,930.10 | 2.3 |
| 01-380-5221 PRINTING | .00 | 2,089.61 | 3,500.00 | 1,400.39 | 60.0 |
| 01-380-5240 NORTHWEST CENTRAL DISPATCH | 20,396.75 | 142,777.26 | 287,482.00 | 144,674.75 | 49.7 |
| 01-380-5310 MEMBERSHIPS | 2,850.00 | 37,353.00 | 48,000.00 | 8,847.00 | 81.2 |
| 01-380-5321 AUTO EXPENSE | 96.00 | 771.00 | 2,500.00 | 1,729.00 | 30.8 |
| 01-380-5330 TRAINING | 3,229.35 | 8,067.49 | 26,900.00 | 18,832.51 | 30.0 |
| 01-380-5340 TUITION REIMBURSEMENT | .00 | 3,193.00 | 8,000.00 | 4,807.00 | 38.9 |
| 01-380-5500 LIABILITY INSURANCE PREMIUM | 25,936.89 | 51,873.78 | 58,100.00 | 4,226.22 | 92.5 |
| 01-380-5510 RENTAL EQUIPMENT | .00 | 208.02 | 620.00 | 411.98 | 33.6 |
| 01-380-5520 ID NETWORKS | .00 | 13,247.00 | 13,247.00 | .00 | 100.0 |
| 01-380-5530 WORKERS COMPENSATION INSURANCE | .00 | 68,223.61 | 159,500.00 | 91,276.39 | 42.8 |
| 01-380-5610 EQUIPMENT MAINTENANCE | 2,357.96 | 9,077.12 | 14,500.00 | 5,422.88 | 62.6 |
| 01-380-5611 RADIO MAINTENANCE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-380-5700 OFFICE SUPPLIES | 615.57 | 2,535.78 | 7,500.00 | 4,964.22 | 33.8 |
| 01-380-5710 OPERATING SUPPLIES | 1,163.93 | 3,129.39 | 11,200.00 | 8,070.61 | 27.9 |
| 01-380-5740 RANGE SUPPLIES | 960.00 | 3,393.88 | 7,650.00 | 4,256.12 | 44.4 |
| 01-380-5741 CLOTHING | 830.88 | 8,388.50 | 25,700.00 | 17,311.50 | 32.6 |
| 01-380-5761 GASOLINE | .00 | .00 | 50,000.00 | 50,000.00 | .0 |
| 01-380-5820 PUBLICATIONS | .00 | .00 | 1,080.00 | 1,080.00 | .0 |
| 01-380-7022 POLICE TECH/SAFETY SUPPLIES | 311.43 | 2,679.23 | 15,205.00 | 12,525.77 | 17.6 |
| TOTAL PUBLIC SAFETY | 318,153.54 | 2,047,011.32 | 5,232,953.00 | 3,185,941.68 | 39.1 |
| PUBLIC SAFETY-SPECIAL ACCT EXP | | | | | |
| 01-365-5981 DUI EXPENSE | .00 | .00 | 2,800.00 | 2,800.00 | .0 |
| 01-365-5982 NARCOTICS EXPENSE | .00 | 5,442.02 | .00 | (5,442.02) | .0 |
| 01-365-5983 SEIZED ASSET - EXPENSE | .00 | 3,804.00 | .00 | (3,804.00) | .0 |
| TOTAL PUBLIC SAFETY-SPECIAL ACCT EXP | .00 | 9,246.02 | 2,800.00 | (6,446.02) | 330.2 |
| REIMBURSABLE EXP | | | | | |
| 01-370-4101 RETIREE HEALTH INSURANCE | 8,870.00 | 35,385.00 | 80,039.00 | 44,674.00 | 44.2 |
| 01-370-5102 GRANT WRITER | .00 | 10,000.00 | 20,000.00 | 10,000.00 | 50.0 |
| 01-370-5751 GASOLINE | .00 | .00 | 8,275.00 | 8,275.00 | .0 |
| TOTAL REIMBURSABLE EXP | 8,870.00 | 45,385.00 | 108,314.00 | 62,949.00 | 41.8 |
| OTHER EXPENSES | | | | | |
| 01-380-5970 REFUNDS | .00 | (2.60) | 2,500.00 | 2,502.60 | (.1) |
| 01-380-5975 SALES TAX REBATE | .00 | (87,101.62) | 150,000.00 | 217,101.62 | (44.7) |
| 01-380-5999 MISCELLANEOUS EXPENSE | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| TOTAL OTHER EXPENSES | .00 | (87,104.22) | 156,500.00 | 223,604.22 | (42.9) |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING OCTOBER 31, 2017

| | | GENERAL FUND | | | | |
|-------------------------------------|------------------------------|---------------|--------------|---------------|-----------------|------|
| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
| <u>GRANTS</u> | | | | | | |
| 01-390-5900 | GRANT - GENERAL EXPENSE | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-390-5910 | GRANT - VOCA EXPENSE | 6,673.67 | 26,694.68 | 80,084.00 | 53,389.32 | 33.3 |
| 01-390-5946 | GRANT-POLICE EQUIP EXPENSE | .00 | .00 | 1,700.00 | 1,700.00 | .0 |
| 01-390-5947 | GRANT-POLICE TOBACCO EXPENSE | .00 | .00 | 300.00 | 300.00 | .0 |
| TOTAL GRANTS | | 6,673.67 | 26,694.68 | 87,084.00 | 60,389.32 | 30.7 |
| <u>DEBT SERVICE</u> | | | | | | |
| 01-400-6000 | PRINCIPAL | .00 | .00 | 140,000.00 | 140,000.00 | .0 |
| 01-400-6010 | INTEREST | .00 | 23,982.40 | 48,030.00 | 24,047.60 | 48.9 |
| TOTAL DEBT SERVICE | | .00 | 23,982.40 | 188,030.00 | 164,047.60 | 12.8 |
| <u>DEPARTMENT 550</u> | | | | | | |
| 01-550-7011 | BUILDING IMPROVEMENTS - PW | .00 | 5,000.00 | .00 (| 5,000.00) | .0 |
| 01-550-7040 | VEHICLES | .00 | 38,400.50 | .00 (| 38,400.50) | .0 |
| 01-550-7050 | ROAD CONSTRUCTION | .00 | .00 | 260,000.00 | 260,000.00 | .0 |
| 01-550-7053 | DRAINAGE IMPROVEMENTS | .00 | .00 | 434,000.00 | 434,000.00 | .0 |
| TOTAL DEPARTMENT 550 | | .00 | 43,400.50 | 694,000.00 | 650,589.50 | 6.3 |
| <u>PUBLIC SAFETY CAPITAL OUTLAY</u> | | | | | | |
| 01-550-7040 | VEHICLES - POLICE | .00 | 575.00 | 125,000.00 | 124,425.00 | .5 |
| TOTAL PUBLIC SAFETY CAPITAL OUTLAY | | .00 | 575.00 | 125,000.00 | 124,425.00 | .5 |
| TOTAL FUND EXPENDITURES | | 555,224.32 | 3,379,406.84 | 9,756,588.00 | 6,377,162.16 | 34.6 |
| NET REVENUE OVER EXPENDITURES | | (388,304.82) | 691,474.00 | (761,965.00) | (1,453,439.00) | 90.8 |

EXHIBIT C

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING APRIL 30, 2017

8B

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|-------------------|---------------------|-----------------------|--------------------|--------------|
| LOCAL TAXES | | | | | |
| 01-105-3000 REAL ESTATE TAXES | 3,346.92 | 327,502.08 | 287,064.48 (| 40,437.60) | 114.1 |
| 01-105-3005 USE TAX | 125,430.54 | 400,105.32 | 382,016.00 (| 18,089.32) | 104.7 |
| 01-105-3008 NON-HOME RULE SALES TAX | 92,757.71 | 293,812.72 | 289,114.00 (| 24,698.72) | 109.2 |
| 01-105-3010 UTILITY - ELECTRIC | 54,798.38 | 389,410.44 | 369,000.00 (| 20,410.44) | 105.5 |
| 01-105-3011 UTILITY - NATURAL GAS | 33,566.15 | 180,267.73 | 103,466.00 (| 56,801.73) | 154.9 |
| 01-105-3012 UTILITY- TELEPHONE | 117,024.56 | 361,585.35 | 365,000.00 | 3,414.65 | 99.1 |
| 01-105-3030 ROAD & BRIDGE TAXES | 347.68 | 36,346.26 | 31,115.29 (| 5,230.97) | 116.8 |
| 01-105-3040 RENTAL CAR TAXES | 4,895.39 | 18,274.88 | 16,744.29 (| 1,530.59) | 109.1 |
| 01-105-3050 PLACES FOR EATING TAX | 71,511.09 | 326,929.04 | 300,000.00 (| 26,929.04) | 109.0 |
| 01-105-3060 HANDLE TAX - OTB | 29,204.97 | 166,942.92 | 132,700.00 (| 34,242.92) | 125.8 |
| 01-105-3065 VIDEO GAMING TAX | 59,530.63 | 188,746.99 | 150,000.00 (| 38,746.99) | 125.8 |
| 01-105-3070 AMUSEMENT TAX | 1,608.00 | 5,398.75 | 4,800.00 (| 598.75) | 112.5 |
| TOTAL LOCAL TAXES | 594,022.02 | 2,675,322.48 | 2,411,020.06 (| 264,302.42) | 111.0 |
| INTERGOVERNMENTAL REVENUES | | | | | |
| 01-110-3100 INCOME TAXES | 465,476.15 | 1,532,542.89 | 1,668,240.00 | 133,697.11 | 92.0 |
| 01-110-3101 PERSONAL PROPERTY REPLACE TAX | 2,141.91 | 4,676.12 | 1,407.90 (| 3,268.22) | 332.1 |
| 01-110-3110 SALES TAXES | 311,884.84 | 981,845.50 | 831,788.40 (| 149,857.10) | 118.0 |
| 01-110-3111 GLENVIEW SHARED REVENUE | 37,336.21 | 54,873.60 | 17,500.00 (| 37,373.60) | 313.6 |
| 01-110-3113 AIRPORT SHARING REVENUE | .00 | 129,772.79 | 129,773.00 | .21 | 100.0 |
| TOTAL INTERGOVERNMENTAL REVENUES | 816,819.11 | 2,703,510.90 | 2,645,709.30 (| 56,801.60) | 102.2 |
| GRANTS REVENUE | | | | | |
| 01-115-3200 GRANT REVENUE | .00 | 976.00 | .00 (| 976.00) | .0 |
| 01-115-3210 GRANT - VOCA | 26,695.00 | 83,087.28 | 64,067.00 (| 19,020.28) | 129.7 |
| 01-115-3213 GRANT - STEP | 2,866.48 | 9,678.96 | 8,000.00 (| 1,678.96) | 121.0 |
| 01-115-3246 GRANT-POLICE EQUIPMENT | .00 | 2,325.00 | 1,700.00 (| 625.00) | 136.8 |
| 01-115-3247 GRANT - POLICE TOBACCO | .00 | 3,960.00 | 3,960.00 | .00 | 100.0 |
| TOTAL GRANTS REVENUE | 29,551.48 | 100,027.24 | 77,727.00 (| 22,300.24) | 128.7 |
| LICENSES & FEES | | | | | |
| 01-120-3300 VEHICLE STICKERS | 21,880.00 | 643,828.00 | 630,000.00 (| 13,828.00) | 102.2 |
| 01-120-3310 VEH. STICKERS SENIORS | 870.00 | 47,410.00 | 41,250.00 (| 6,160.00) | 114.9 |
| 01-120-3320 VEH. STICKERS LATE FEES | 24,960.00 | 46,470.00 | 30,000.00 (| 16,470.00) | 154.9 |
| 01-120-3321 VEH. STICKERS TRANSFERS | 110.00 | 2,902.00 | 2,500.00 (| 402.00) | 116.1 |
| 01-120-3342 LICENSES - ANIMALS | 482.00 | 12,249.00 | 10,800.00 (| 1,449.00) | 113.4 |
| 01-120-3343 LICENSES - LIQUOR | .00 | 79,559.00 | 74,575.00 (| 4,984.00) | 106.7 |
| 01-120-3344 LICENSES - BUSINESS | (9,270.00) | 59,444.88 | 51,187.00 (| 8,257.88) | 116.1 |
| 01-120-3345 LICENSES - COIN OPERATED | .00 | 25.00 | .00 (| 25.00) | .0 |
| 01-120-3346 LICENSES - CONTRACTORS | 2,900.00 | 33,400.00 | 20,000.00 (| 13,400.00) | 167.0 |
| 01-120-3348 LICENSE - AGREEMENTS | 2,000.00 | 11,000.00 | 12,000.00 | 1,000.00 | 91.7 |
| TOTAL LICENSES & FEES | 43,932.00 | 936,287.88 | 872,312.00 (| 63,975.88) | 107.3 |
| FRANCHISE FEES | | | | | |
| 01-125-3350 CABLE FRANCHISE FEES | 56,222.19 | 223,498.51 | 220,000.00 (| 3,498.51) | 101.6 |
| 01-125-3355 SOLID WASTE FRANCHISE FEES | 8,491.59 | 95,240.11 | 100,000.00 | 4,759.89 | 95.2 |
| 01-125-3360 NATURAL GAS FRANCHISE FEES | .00 | 22,718.41 | 24,500.00 | 1,781.59 | 92.7 |
| TOTAL FRANCHISE FEES | 64,713.78 | 341,457.03 | 344,500.00 | 3,042.97 | 99.1 |

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING APRIL 30, 2017

| | | GENERAL FUND | | | | |
|---|--------------------------------|-------------------|---------------------|---------------------|----------------------|--------------|
| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
| BUILDING & ZONING FEES | | | | | | |
| 01-130-3400 | BUILDING PERMITS | 30,722.00 | 294,280.18 | 205,000.00 | (89,280.18) | 143.6 |
| 01-130-3402 | PUBLIC HEARING FEES | 950.00 | 3,650.00 | 2,600.00 | (1,050.00) | 140.4 |
| 01-130-3403 | ELEVATOR INSPECTION FEE | 600.00 | 6,336.00 | 4,600.00 | (1,736.00) | 137.7 |
| 01-130-3404 | CERT. OF OCC. INSPECTION FEES | 100.00 | 700.00 | 500.00 | (200.00) | 140.0 |
| 01-130-3405 | HEALTH INSPECTION FEE | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-130-3406 | COMMERCIAL INSPECTION FEE | 4,800.00 | 5,740.00 | 7,250.00 | 1,510.00 | 79.2 |
| 01-130-3407 | ENGINEERING PERMIT FEES | 184.00 | 1,797.00 | 3,000.00 | 1,203.00 | 59.9 |
| 01-130-3410 | BUILDING RE-INSP. FEE | .00 | 110.00 | 500.00 | 390.00 | 22.0 |
| 01-130-3411 | RENTAL INSPECTION FEE | 86,325.00 | 205,602.00 | 187,500.00 | (18,102.00) | 109.7 |
| TOTAL BUILDING & ZONING FEES | | 123,681.00 | 518,215.18 | 411,450.00 | (106,765.18) | 126.0 |
| PUBLIC SAFETY FINES & FEES | | | | | | |
| 01-140-3500 | TRAFFIC FINES | 68,750.56 | 413,557.78 | 300,000.00 | (113,557.78) | 137.9 |
| 01-140-3505 | ORDINANCE & PARKING FINES | 29,922.23 | 296,599.44 | 225,000.00 | (71,599.44) | 131.8 |
| 01-140-3510 | LIQUOR FINES | .00 | .00 | 100.00 | 100.00 | .0 |
| 01-140-3515 | VEHICLE SEIZURE FEE | 8,000.00 | 61,500.00 | 69,000.00 | 7,500.00 | 89.1 |
| 01-140-3520 | DUI ASSESSMENTS | 1,354.63 | 11,285.26 | 8,600.00 | (2,685.26) | 131.2 |
| 01-140-3525 | POLICE ALARM LICENSES & FEES | 1,210.00 | 14,448.50 | 11,000.00 | (3,449.50) | 131.4 |
| TOTAL PUBLIC SAFETY FINES & FEES | | 109,237.42 | 797,391.98 | 613,700.00 | (183,691.98) | 129.9 |
| PUBLIC SAFETY SPECIAL REVENUE | | | | | | |
| 01-145-3550 | POLICE REVENUE-NARCOTICS | 7,879.95 | 16,752.32 | 6,824.87 | (9,927.45) | 245.5 |
| 01-145-3551 | POLICE REVENUE-TASK FORCE | .00 | 13,468.37 | 15,000.00 | 2,531.63 | 84.2 |
| 01-145-3552 | POLICE REV-ABANDENED PROP EVID | .00 | 94.04 | 100.00 | 5.96 | 94.0 |
| 01-145-3553 | POLICE REVENUE-SPECIAL DETAILS | 947.50 | 8,827.50 | 10,000.00 | 1,172.50 | 88.3 |
| 01-145-3554 | POLICE REVENUE - GAMING TAX | 1,614.00 | 1,614.00 | 2,500.00 | 886.00 | 64.6 |
| 01-145-3555 | POLICE REVENUE - SEIZED ASSETS | 3,804.00 | 6,954.00 | 3,150.00 | (3,804.00) | 220.8 |
| TOTAL PUBLIC SAFETY SPECIAL REVENUE | | 14,245.45 | 47,710.23 | 38,574.87 | (9,135.36) | 123.7 |
| INTERFUND SERVICE CHARGES | | | | | | |
| 01-150-3611 | MFT FUND SERVICE CHARGE | 97,250.00 | 266,100.00 | 266,100.00 | .00 | 100.0 |
| 01-150-3612 | TIF SERVICE CHARGE | (1,237.48) | 39,600.00 | 60,100.00 | 20,500.00 | 65.9 |
| 01-150-3613 | CVB/TOURISM SERVICE CHARGE | 32,500.00 | 97,500.00 | 72,000.00 | (25,500.00) | 135.4 |
| 01-150-3617 | SOLID WASTE SERVICE CHARGE | 9,750.00 | 122,000.00 | 123,000.00 | 1,000.00 | 99.2 |
| 01-150-3621 | SSA #1 SERVICE CHARGE | 1,462.48 | 21,700.00 | 25,700.00 | 4,000.00 | 84.4 |
| 01-150-3622 | SSA #2 SERVICE CHARGE | 383.31 | 23,300.00 | 27,500.00 | 4,200.00 | 84.7 |
| 01-150-3623 | SSA #3 SERVICE CHARGE | 2,250.00 | 39,400.00 | 42,600.00 | 3,200.00 | 92.5 |
| 01-150-3624 | SSA #4 SERVICE CHARGE | 1,033.34 | 24,900.00 | 27,400.00 | 2,500.00 | 90.9 |
| 01-150-3625 | SSA #5 SERVICE CHARGE | .00 | 37,083.31 | 44,500.00 | 7,416.69 | 83.3 |
| 01-150-3628 | SSA #6 SERVICE CHARGE | 1,649.98 | 58,800.00 | 74,000.00 | 15,200.00 | 79.5 |
| 01-150-3641 | ROAD CONSTRUCT DEBT-SERV CHRG | 13,200.00 | 23,700.00 | 23,700.00 | .00 | 100.0 |
| 01-150-3646 | SSA #6 - DEBT SERVICE CHARGE | 7,450.00 | 20,400.00 | 20,400.00 | .00 | 100.0 |
| 01-150-3651 | WATER FUND SERVICE CHARGE | 23,669.65 | 234,000.00 | 224,000.00 | (10,000.00) | 104.5 |
| 01-150-3652 | PARKING FUND SERVICE CHARGE | 4,250.00 | 31,000.00 | 27,000.00 | (4,000.00) | 114.8 |
| 01-150-3653 | SEWER SERVICE CHARGE | 25,593.34 | 194,000.00 | 175,000.00 | (19,000.00) | 110.9 |
| TOTAL INTERFUND SERVICE CHARGES | | 219,191.62 | 1,233,483.31 | 1,233,000.00 | (483.31) | 100.0 |

CITY OF PROSPECT HEIGHTS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------------|----------------------|---------------------|----------------------|--------------|
| REIMBURSABLE INCOME | | | | | |
| 01-155-3700 EMPLOYEE SALARY REIMBURSEMENT | 12,343.98 | 58,110.57 | 42,243.00 | (16,867.57) | 139.9 |
| 01-155-3701 EMPLOYEE EXPENSE REIMBURSEMENT | .00 | 20.00 | 20.00 | .00 | 100.0 |
| 01-155-3702 EMPLOYEE INS. REIMBURSEMENT | 4,435.98 | 52,534.98 | 56,206.07 | 3,671.09 | 93.5 |
| 01-155-3703 RETIREE HEALTH INS REIMBURSE | 5,570.00 | 23,816.00 | 41,668.00 | 17,852.00 | 57.2 |
| 01-155-3720 FIRE DISTRICT GAS REIMB. | 1,744.83 | 5,310.43 | 7,000.00 | 1,689.57 | 75.9 |
| 01-155-3730 INSURANCE REIMBURSEMENTS | 9,241.20 | 52,127.87 | 4,636.67 | (47,491.20) | 1124.3 |
| 01-155-3741 BUILDING & ENG DEPT REIMB FEES | 114.36 | 889.12 | 100.00 | (789.12) | 889.1 |
| 01-155-3743 PUBLIC WORKS REIMBURSABLE FEES | 1,838.92 | 1,838.92 | .00 | (1,838.92) | .0 |
| 01-155-3745 PUBLIC SAFETY REIMBURSABLE FEE | .00 | 13,216.78 | .00 | (13,216.78) | .0 |
| TOTAL REIMBURSABLE INCOME | 35,289.25 | 208,864.67 | 151,873.74 | (56,990.93) | 137.5 |
| OTHER REVENUES | | | | | |
| 01-160-3800 INTEREST INCOME | 3,706.82 | 25,046.08 | 15,000.00 | (10,046.08) | 167.0 |
| 01-160-3801 INTEREST INCOME - DEBT | 2,250.00 | 4,500.00 | 2,250.00 | (2,250.00) | 200.0 |
| 01-160-3805 NOTE PAYABLE - PRINCIPAL PYMT | .00 | 100,000.00 | .00 | (100,000.00) | .0 |
| 01-160-3810 NEWSLETTER ADVERTISING | 600.00 | 4,640.00 | 3,500.00 | (1,140.00) | 132.8 |
| 01-160-3811 BUS SHELTERS AD REVENUE | 4,278.00 | 4,278.00 | 2,000.00 | (2,278.00) | 213.9 |
| 01-160-3815 SPONSORSHIP & CONTRIBUTIONS | 240.00 | 6,147.50 | 6,000.00 | (147.50) | 102.5 |
| 01-160-3820 SALE OF CITY PROPERTY | .00 | 9,800.00 | 9,800.00 | .00 | 100.0 |
| 01-160-3830 GASOLINE REBATE | .00 | .00 | 900.00 | 900.00 | .0 |
| 01-160-3840 AIRPORT MEETING FEES | 5.00 | 3,005.00 | .00 | (3,005.00) | .0 |
| 01-160-3899 MISCELLANEOUS INCOME | 1,581.43 | 11,537.62 | 5,500.00 | (6,037.62) | 209.8 |
| TOTAL OTHER REVENUES | 12,661.25 | 168,954.20 | 44,950.00 | (124,004.20) | 375.9 |
| OTHER FINANCING SOURCES | | | | | |
| 01-200-3990 INTERFUND TRANSFER IN | 72,162.75 | 288,651.00 | 288,651.18 | .18 | 100.0 |
| TOTAL OTHER FINANCING SOURCES | 72,162.75 | 288,651.00 | 288,651.18 | .18 | 100.0 |
| TOTAL FUND REVENUE | 2,135,507.13 | 10,019,876.10 | 9,134,466.15 | (885,407.95) | 109.7 |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING APRIL 30, 2017

| GENERAL FUND | | | | | |
|--|---------------|--------------|--------------|--------------|-------|
| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
| CITY COUNCIL & BOARDS | | | | | |
| 01-310-4000 WAGES | 2,250.00 | 29,250.00 | 34,320.00 | 5,070.00 | 85.2 |
| 01-310-4200 SOCIAL SECURITY | 139.50 | 1,643.00 | 1,674.00 | 31.00 | 98.2 |
| 01-310-4210 MEDICARE | 32.66 | 384.30 | 391.00 | 6.70 | 98.3 |
| 01-310-5100 PROFESSIONAL SERVICES | 74.35 | 509.04 | 2,000.00 | 1,490.96 | 25.5 |
| 01-310-5300 ALDERMANIC EXPENSES | 527.50 | 4,495.23 | 4,300.00 | (195.23) | 104.5 |
| 01-310-5310 MEMBERSHIPS | (1,125.00) | 11,144.19 | 12,000.00 | 855.81 | 92.9 |
| 01-310-5330 TRAINING | .00 | 265.00 | 400.00 | 135.00 | 66.3 |
| 01-310-5950 SPECIAL EVENTS | .00 | 10,572.11 | 18,500.00 | 5,927.89 | 64.1 |
| 01-310-7020 EQUIPMENT | 1,366.63 | 13,572.03 | 22,000.00 | 8,427.97 | 61.7 |
| TOTAL CITY COUNCIL & BOARDS | 3,265.64 | 71,834.90 | 93,585.00 | 21,750.10 | 76.8 |
| ADMINISTRATION | | | | | |
| 01-320-4000 WAGES | 42,052.46 | 452,089.33 | 459,255.00 | 7,165.67 | 98.4 |
| 01-320-4003 WAGES - PART-TIME | 2,443.03 | 28,328.41 | 23,690.00 | (4,638.41) | 119.6 |
| 01-320-4010 OVERTIME | .00 | 33.00 | 1,000.00 | 967.00 | 3.3 |
| 01-320-4100 HEALTH INSURANCE | 3,452.46 | 39,863.32 | 43,701.20 | 3,837.88 | 91.2 |
| 01-320-4110 LIFE INSURANCE | .00 | 324.01 | 394.43 | 70.42 | 82.2 |
| 01-320-4200 SOCIAL SECURITY | 2,707.78 | 27,031.99 | 29,942.59 | 2,910.60 | 90.3 |
| 01-320-4210 MEDICARE | 633.29 | 6,852.38 | 7,002.70 | 150.32 | 97.9 |
| 01-320-4220 IMRF | 10,485.71 | 57,972.82 | 57,735.24 | (237.58) | 100.4 |
| 01-320-5100 PROFESSIONAL SERVICES | 230.00 | 20,397.66 | 75,000.00 | 54,602.34 | 27.2 |
| 01-320-5101 AUDIT | .00 | 12,299.90 | 18,786.00 | 6,486.10 | 65.6 |
| 01-320-5120 CITY ATTORNEY | 11,343.50 | 131,714.09 | 110,000.00 | (21,714.09) | 119.7 |
| 01-320-5121 HOUSING ATTORNEY | .00 | 9,000.00 | 13,200.00 | 4,200.00 | 68.2 |
| 01-320-5122 CITY PROSECUTOR | 580.00 | 17,650.00 | 24,000.00 | 6,350.00 | 73.5 |
| 01-320-5123 LABOR ATTORNEY | .00 | 55,008.50 | 75,000.00 | 19,991.50 | 73.3 |
| 01-320-5125 BILLABLE ATTORNEY | .00 | 588.00 | 3,000.00 | 2,412.00 | 19.6 |
| 01-320-5130 COMPUTER CONSULTANT | 3,146.25 | 55,498.75 | 72,000.00 | 16,501.25 | 77.1 |
| 01-320-5200 POSTAGE | 2,033.00 | 9,407.75 | 14,000.00 | 4,592.25 | 67.2 |
| 01-320-5220 PHOTOCOPY | 519.09 | 13,827.97 | 17,200.00 | 3,372.03 | 80.4 |
| 01-320-5221 PRINTING | 1,038.18 | 13,112.51 | 20,000.00 | 6,887.49 | 65.6 |
| 01-320-5222 LEGAL NOTICES | .00 | 647.33 | 3,500.00 | 2,852.67 | 18.5 |
| 01-320-5230 WEBSITE | .00 | 5,986.52 | 6,000.00 | 13.48 | 99.8 |
| 01-320-5310 MEMBERSHIPS | 465.00 | 4,541.70 | 4,100.00 | (441.70) | 110.8 |
| 01-320-5330 TRAINING | 12.00 | 3,447.46 | 5,000.00 | 1,552.54 | 69.0 |
| 01-320-5410 UTILITIES | 4,810.52 | 55,613.94 | 54,000.00 | (1,613.94) | 103.0 |
| 01-320-5430 CREDIT CARD & BANK CHARGES | 4,833.21 | 10,950.92 | 10,000.00 | (950.92) | 109.5 |
| 01-320-5450 REAL ESTATE TAXES | .00 | 2,701.71 | .00 | (2,701.71) | .0 |
| 01-320-5500 LIABILITY INSURANCE | (18,347.64) | 21,161.11 | 40,326.00 | 19,164.89 | 52.5 |
| 01-320-5501 INSURANCE DEDUCTIBLES | .00 | 2,500.00 | 20,000.00 | 17,500.00 | 12.5 |
| 01-320-5530 WORKERS COMPENSATION INSURANCE | .00 | 2,807.63 | 3,300.00 | 492.37 | 85.1 |
| 01-320-5540 PAYROLL SERVICE FEES | 396.50 | 5,501.20 | 6,200.00 | 698.80 | 88.7 |
| 01-320-5541 ACCOUNTING SERVICE FEES | (733.48) | 3,072.29 | 4,500.00 | 1,427.71 | 68.3 |
| 01-320-5700 OFFICE SUPPLIES | 1,910.83 | 10,737.65 | 17,000.00 | 6,262.35 | 63.2 |
| 01-320-5721 SIGNS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-320-5751 GASOLINE | .00 | 256.77 | 300.00 | 43.23 | 85.6 |
| 01-320-5820 PUBLICATIONS | .00 | 940.13 | 600.00 | (340.13) | 156.7 |
| 01-320-5951 EMPLOYEE RECOGNITION | .00 | 78.41 | 500.00 | 421.59 | 15.7 |
| 01-320-7011 IMPROVEMENTS | .00 | 19,065.00 | 19,065.00 | .00 | 100.0 |
| 01-320-7020 EQUIPMENT | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| TOTAL ADMINISTRATION | 73,981.79 | 1,101,010.16 | 1,263,798.16 | 162,788.00 | 87.1 |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING APRIL 30, 2017

| GENERAL FUND | | | | | |
|--|------------------|-------------------|---------------------|-------------------|-------------|
| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
| BUILDING DEPARTMENT | | | | | |
| 01-340-4000 WAGES | 29,077.10 | 314,065.83 | 323,255.51 | 9,189.68 | 97.2 |
| 01-340-4100 HEALTH INSURANCE | 4,090.00 | 40,000.50 | 57,788.00 | 17,787.50 | 69.2 |
| 01-340-4110 LIFE INSURANCE | .00 | 218.98 | 405.58 | 186.61 | 54.0 |
| 01-340-4120 UNEMPLOYMENT | .00 | 11,362.00 | 20,000.00 | 8,638.00 | 56.8 |
| 01-340-4200 SOCIAL SECURITY | 1,757.81 | 19,185.31 | 20,041.84 | 856.53 | 95.7 |
| 01-340-4210 MEDICARE | 411.11 | 4,486.75 | 4,687.20 | 200.45 | 95.7 |
| 01-340-4220 IMRF | 7,092.95 | 38,151.52 | 57,400.48 | 21,248.96 | 63.0 |
| 01-340-5100 PROFESSIONAL SERVICES | 4,933.00 | 49,120.58 | 62,300.00 | 13,179.42 | 78.9 |
| 01-340-5110 ENGINEERING | 1,647.00 | 57,938.58 | 67,500.00 | 9,561.42 | 85.8 |
| 01-340-5111 BILLABLE ENGINEERING | 603.00 | 13,079.50 | 20,000.00 | 6,920.50 | 65.4 |
| 01-340-5221 PRINTING | 86.00 | 1,493.00 | 2,000.00 | 507.00 | 74.7 |
| 01-340-5222 LEGAL NOTICES | 304.78 | 1,554.83 | 2,000.00 | 445.17 | 77.7 |
| 01-340-5310 MEMBERSHIPS | .00 | 235.00 | 400.00 | 165.00 | 58.8 |
| 01-340-5321 AUTO EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-340-5330 TRAINING | .00 | 249.00 | 2,175.00 | 1,926.00 | 11.5 |
| 01-340-5500 LIABILITY INSURANCE | (317.04) | 532.88 | 990.00 | 457.11 | 53.8 |
| 01-340-5530 WORKERS COMPENSATION INSURANCE | .00 | 10,082.64 | 11,250.00 | 1,167.36 | 89.6 |
| 01-340-5700 OFFICE SUPPLIES | 549.85 | 3,035.83 | 3,500.00 | 464.17 | 86.7 |
| 01-340-5751 GASOLINE | 83.74 | 801.05 | 3,000.00 | 2,198.95 | 26.7 |
| 01-340-5820 PUBLICATIONS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| TOTAL BUILDING DEPARTMENT | 50,319.08 | 563,593.39 | 661,693.62 | 98,100.23 | 85.2 |
| PUBLIC WORKS | | | | | |
| 01-350-4000 WAGES | 36,832.34 | 381,117.23 | 393,780.91 | 12,663.68 | 96.8 |
| 01-350-4003 WAGES - PART-TIME | .00 | 10,837.18 | 10,560.00 | (277.18) | 102.8 |
| 01-350-4010 OVERTIME | 145.51 | 35,445.38 | 65,000.00 | 29,554.62 | 54.5 |
| 01-350-4100 HEALTH INSURANCE | (9,625.00) | 108,000.00 | 114,000.00 | 6,000.00 | 94.7 |
| 01-350-4110 LIFE INSURANCE | .00 | 377.85 | 495.00 | 117.15 | 76.3 |
| 01-350-4200 SOCIAL SECURITY | 2,292.62 | 26,498.73 | 29,525.39 | 3,026.66 | 89.8 |
| 01-350-4210 MEDICARE | 536.19 | 6,197.30 | 6,905.13 | 707.83 | 89.8 |
| 01-350-4220 IMRF | 9,313.48 | 53,649.82 | 57,400.48 | 3,750.66 | 93.5 |
| 01-350-5020 VEHICLE MAINTENANCE | 891.00 | 35,983.44 | 50,000.00 | 14,016.56 | 72.0 |
| 01-350-5031 SIGNAL MAINTENANCE | 2,403.79 | 12,737.74 | 16,000.00 | 3,262.26 | 79.6 |
| 01-350-5100 PROFESSIONAL SERVICES | 159.00 | 11,855.57 | 10,000.00 | (1,855.57) | 118.8 |
| 01-350-5103 PROF SERVICES - FORESTRY | .00 | 20,457.90 | 34,000.00 | 13,542.10 | 80.2 |
| 01-350-5104 PROF SERVICES - BUILDING MAIN | 2,890.86 | 53,373.08 | 57,200.00 | 3,826.92 | 93.3 |
| 01-350-5106 PROF SERVICES - STREETS/DRAIN | .00 | 37,733.00 | 75,000.00 | 37,267.00 | 50.3 |
| 01-350-5310 MEMBERSHIPS | 475.23 | 1,540.23 | 2,000.00 | 459.77 | 77.0 |
| 01-350-5330 TRAINING | .00 | 889.00 | 2,000.00 | 1,111.00 | 44.5 |
| 01-350-5411 WATER AND ELECTRIC PURCHASES | 926.91 | 9,284.01 | 9,000.00 | (284.01) | 103.3 |
| 01-350-5441 LICENSES | .00 | 281.41 | 500.00 | 218.59 | 56.3 |
| 01-350-5500 LIABILITY INSURANCE PREMIUM | (21,822.54) | 28,304.07 | 53,937.40 | 25,633.33 | 52.5 |
| 01-350-5510 RENTAL EQUIPMENT | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-350-5530 WORKERS COMPENSATION INSURANCE | .00 | 20,910.05 | 17,600.00 | (3,310.05) | 118.8 |
| 01-350-5610 EQUIPMENT MAINTENANCE | .00 | 2,184.76 | 4,000.00 | 1,815.24 | 54.6 |
| 01-350-5635 STORM SEWER & PIPE | .00 | 113.60 | 2,500.00 | 2,386.40 | 4.5 |
| 01-350-5650 LANDSCAPE SUPPLIES | .00 | 4,122.89 | 4,000.00 | (122.89) | 103.1 |
| 01-350-5700 OFFICE SUPPLIES | 16.88 | 660.74 | 2,000.00 | 1,339.26 | 33.0 |
| 01-350-5710 OPERATING SUPPLIES | 1,144.82 | 17,981.97 | 25,000.00 | 7,018.03 | 71.8 |
| 01-350-5721 SIGNS | 465.00 | 3,086.01 | 20,000.00 | 16,913.99 | 15.4 |
| 01-350-5730 TOOLS | .00 | 880.10 | 1,500.00 | 619.90 | 44.0 |
| 01-350-5751 GASOLINE | 203.84 | 3,427.99 | 26,000.00 | 21,572.01 | 13.7 |
| 01-350-7023 SAFETY EQUIPMENT | .00 | 2,128.40 | 5,000.00 | 2,871.60 | 42.5 |
| TOTAL PUBLIC WORKS | 27,039.73 | 889,647.25 | 1,095,904.31 | 208,257.06 | 81.2 |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|-------------------|---------------------|---------------------|---------------------|--------------|
| <u>PUBLIC SAFETY</u> | | | | | |
| 01-360-4000 WAGES | 55,477.38 | 574,412.57 | 588,132.14 | 13,719.57 | 97.7 |
| 01-360-4001 WAGES - SWORN OFFICERS | 177,729.02 | 1,769,418.74 | 1,746,082.53 | (23,336.21) | 101.3 |
| 01-360-4002 WAGES - EXTRA STRAIGHT PAY | 73.18 | 37,011.85 | 50,000.00 | 12,988.15 | 74.0 |
| 01-360-4004 WAGES - PART-TIME SWORN OFFCRS | 9,817.73 | 89,819.96 | 125,750.00 | 35,930.04 | 71.4 |
| 01-360-4010 OVERTIME | 41.19 | 2,488.81 | 2,500.00 | 13.19 | 99.5 |
| 01-360-4011 OVERTIME - SWORN OFFICERS | 12,658.44 | 150,404.16 | 140,000.00 | (10,404.16) | 107.4 |
| 01-360-4100 HEALTH INSURANCE | 39,020.05 | 453,188.09 | 482,482.73 | 29,314.64 | 93.9 |
| 01-360-4110 LIFE INSURANCE | .00 | 1,830.27 | 2,863.93 | 833.66 | 68.7 |
| 01-360-4200 SOCIAL SECURITY | 2,532.85 | 31,597.94 | 27,936.91 | (3,661.03) | 113.1 |
| 01-360-4210 MEDICARE | 3,818.30 | 36,757.34 | 38,577.26 | 1,819.92 | 95.3 |
| 01-360-4220 IMRF | 5,152.36 | 27,689.61 | 28,517.63 | (1,171.98) | 104.4 |
| 01-360-4230 PENSION CONTRIBUTION - R/E TAX | 3,346.92 | 329,638.24 | 287,064.48 | (42,573.76) | 114.8 |
| 01-360-4231 PENSION CONTRIBUTION-CITY GF | 213,700.35 | 554,770.32 | 554,759.96 | (10.36) | 100.0 |
| 01-360-5100 PROFESSIONAL SERVICES | 1,186.07 | 13,410.57 | 20,100.00 | 6,689.43 | 96.7 |
| 01-360-5140 PRISONERS CARE | .00 | 991.88 | 2,500.00 | 1,508.12 | 39.7 |
| 01-360-5141 KENNEL FEES | 30.00 | 2,074.86 | 4,000.00 | 1,925.14 | 51.9 |
| 01-360-5200 POSTAGE | .00 | 1,104.44 | 3,000.00 | 1,895.56 | 36.8 |
| 01-360-5221 PRINTING | .00 | 2,994.97 | 3,500.00 | 505.03 | 85.6 |
| 01-360-5240 NORTHWEST CENTRAL DISPATCH | .00 | 239,888.36 | 237,452.00 | (2,436.36) | 101.0 |
| 01-360-5310 MEMBERSHIPS | 41.00 | 43,351.34 | 47,000.00 | 3,648.66 | 92.2 |
| 01-360-5321 AUTO EXPENSE | 180.00 | 2,232.51 | 2,500.00 | 267.49 | 89.3 |
| 01-360-5330 TRAINING | (1,139.28) | 17,443.90 | 23,200.00 | 5,756.10 | 75.2 |
| 01-360-5340 TUITION REIMBURSEMENT | 750.00 | 7,701.00 | 12,000.00 | 4,299.00 | 64.2 |
| 01-360-5500 LIABILITY INSURANCE PREMIUM | (25,936.89) | 24,614.10 | 51,000.00 | 26,385.90 | 48.3 |
| 01-360-5501 INSURANCE DEDUCTIBLES | .00 | 25,000.00 | 25,000.00 | .00 | 100.0 |
| 01-360-5510 RENTAL EQUIPMENT | .00 | 448.01 | 620.00 | 171.99 | 72.3 |
| 01-360-5520 ID NETWORKS | .00 | 13,247.00 | 13,247.00 | .00 | 100.0 |
| 01-360-5530 WORKERS COMPENSATION INSURANCE | .00 | 144,321.13 | 145,000.00 | 678.87 | 98.5 |
| 01-360-5610 EQUIPMENT MAINTENANCE | 1,012.71 | 13,079.96 | 14,500.00 | 1,420.04 | 90.2 |
| 01-360-5611 RADIO MAINTENANCE | 124.48 | 682.92 | 1,000.00 | 317.08 | 68.3 |
| 01-360-5700 OFFICE SUPPLIES | 117.49 | 6,885.71 | 7,500.00 | 614.29 | 91.8 |
| 01-360-5710 OPERATING SUPPLIES | 546.45 | 6,671.11 | 11,200.00 | 4,528.89 | 59.6 |
| 01-360-5740 RANGE SUPPLIES | .00 | 3,720.18 | 7,650.00 | 3,929.82 | 48.6 |
| 01-360-5741 CLOTHING | 1,350.86 | 18,739.99 | 25,700.00 | 6,960.01 | 72.9 |
| 01-360-5751 GASOLINE | 3,338.68 | 44,661.51 | 50,000.00 | 5,338.49 | 89.3 |
| 01-360-5820 PUBLICATIONS | .00 | 831.60 | 1,060.00 | 228.40 | 78.5 |
| 01-360-7022 POLICE TECH/SAFETY SUPPLIES | 1,766.90 | 4,247.42 | 15,205.00 | 10,957.58 | 27.9 |
| TOTAL PUBLIC SAFETY | 507,345.64 | 4,697,350.37 | 4,796,401.57 | 99,051.20 | 97.9 |
| <u>PUBLIC SAFETY-SPECIAL ACCT EXP</u> | | | | | |
| 01-365-5981 DUI EXPENSE | .00 | 3,499.50 | 3,500.00 | .50 | 100.0 |
| 01-365-5982 NARCOTICS EXPENSE | .00 | 3,081.08 | .00 | (3,081.08) | .0 |
| 01-365-5983 SEIZED ASSET - EXPENSE | .00 | 8,371.00 | .00 | (8,371.00) | .0 |
| TOTAL PUBLIC SAFETY-SPECIAL ACCT EXP | .00 | 12,951.58 | 3,500.00 | (9,451.58) | 370.1 |
| <u>REIMBURSABLE EXP</u> | | | | | |
| 01-370-4101 RETIREE HEALTH INSURANCE | 3,811.00 | 26,561.00 | 41,668.00 | 15,107.00 | 63.7 |
| 01-370-5102 GRANT WRITER | .00 | 20,000.00 | 20,000.00 | .00 | 100.0 |
| 01-370-5751 GASOLINE | 522.41 | 8,971.34 | 8,275.12 | 1,303.78 | 84.2 |
| TOTAL REIMBURSABLE EXP | 4,333.41 | 53,532.34 | 69,943.12 | 16,410.78 | 76.5 |
| <u>OTHER EXPENSES</u> | | | | | |
| 01-380-5970 REFUNDS | 114.00 | 1,783.75 | 2,500.00 | 716.25 | 71.4 |
| 01-380-5975 SALES TAX REBATE | 67,101.82 | 183,106.23 | 150,000.00 | (33,106.23) | 122.1 |
| 01-380-5999 MISCELLANEOUS EXPENSE | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| TOTAL OTHER EXPENSES | 67,215.82 | 184,889.98 | 156,500.00 | (28,389.98) | 118.1 |

CITY OF PROSPECT HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING APRIL 30, 2017

| | | GENERAL FUND | | | |
|-------------------------------------|------------------------------|---------------|--------------|--------------|------------------------|
| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED PCNT |
| <u>GRANTS</u> | | | | | |
| 01-390-5900 | GRANT - GENERAL EXPENSE | .00 | .00 | 5,000.00 | 5,000.00 .0 |
| 01-390-5910 | GRANT - VOCA EXPENSE | 6,673.67 | 80,084.04 | 80,084.00 | (.04) 100.0 |
| 01-390-5948 | GRANT-POLICE EQUIP EXPENSE | .00 | .00 | 1,700.00 | 1,700.00 .0 |
| 01-390-5947 | GRANT-POLICE TOBACCO EXPENSE | .00 | 200.00 | 300.00 | 100.00 66.7 |
| TOTAL GRANTS | | 6,673.67 | 80,284.04 | 87,084.00 | 6,799.96 92.2 |
| <u>DEBT SERVICE</u> | | | | | |
| 01-400-6000 | PRINCIPAL | .00 | 135,000.00 | 135,000.00 | .00 100.0 |
| 01-400-6010 | INTEREST | .00 | 53,666.02 | 53,671.16 | 203.14 99.6 |
| TOTAL DEBT SERVICE | | .00 | 188,666.02 | 188,671.16 | 203.14 99.9 |
| <u>DEPARTMENT 550</u> | | | | | |
| 01-550-7011 | BUILDING IMPROVEMENTS - PW | .00 | 251,656.58 | 185,000.00 | (66,656.58) 136.0 |
| 01-550-7020 | EQUIPMENT - PW | .00 | .00 | 82,000.00 | 82,000.00 .0 |
| 01-550-7050 | ROAD CONSTRUCTION | .00 | 224,036.73 | 360,000.00 | 125,963.27 64.0 |
| 01-550-7053 | DRAINAGE IMPROVEMENTS | 1,006.35 | 26,433.55 | 100,000.00 | 73,566.45 26.4 |
| TOTAL DEPARTMENT 550 | | 1,006.35 | 502,125.86 | 717,000.00 | 214,874.14 70.0 |
| <u>PUBLIC SAFETY CAPITAL OUTLAY</u> | | | | | |
| 01-560-7040 | VEHICLES - POLICE | .00 | 84,867.35 | 85,000.00 | 132.65 99.8 |
| TOTAL PUBLIC SAFETY CAPITAL OUTLAY | | .00 | 84,867.35 | 85,000.00 | 132.65 99.8 |
| TOTAL FUND EXPENDITURES | | 741,180.93 | 8,430,755.24 | 9,219,280.94 | 788,525.70 91.5 |
| NET REVENUE OVER EXPENDITURES | | 1,394,326.20 | 1,589,120.86 | (84,812.79) | (1,873,933.65) 1873.7 |

MEMORANDUM

ROCKFORD OFFICE

TO: Betty Cloud
Bill Kearns
FROM: Thomas J. Lester
DATE: September 27, 2017
RE: Intergovernmental Agreement

I understand that there is some confusion regarding the proposed changes to the Intergovernmental Agreement ("IGA"). The CEA representatives from PH felt that council members may have had an outdated version of the IGA and not the 2013 Amended and Restated IGA. I thought it might be helpful to provide some background. On December 23, 2013, the Village of Wheeling and the City of Prospect Heights entered into an Amended and Restated IGA for the operation of Chicago Executive Airport. I have attached a copy of the December 2013 IGA executed by both the Village and the City as Exhibit A.

As it relates to Section 5.C. of the 2013 IGA, changes were made relative to the appointment, removal and discipline of the Executive Director. Prior to the 2013 IGA, the appointment, removal and discipline of the Executive Director was a right reserved for the Municipalities. While the Chicago Executive Airport ("CEA") Board could make recommendations to the Municipalities relative to the appointment, removal or any disciplinary action with respect to the Executive Director, only the Municipalities could take action regarding the Executive Director, and only if both Municipalities agreed. The Village and the City could not individually take any action. The 2013 IGA changed that. Section 1 of paragraph 5.C. provided that CEA had the power to appoint, remove and take any disciplinary action with respect to the Executive Director. However, in Section 2 of paragraph 5.C., the Municipalities created a right whereby a process was created that would transfer the authority for the appointment, removal or discipline of the Executive Director back to the Municipalities. In essence, that section provided that either Municipality could send a notice entitled "Notice of Transfer of Authority Over Executive Director" to the other Municipality within 60 days after the three-year anniversary of the effective date of the IGA. If that notice is sent, then the authority to appoint, remove or discipline the Executive Director would automatically revert back to the Municipalities. The agreement provided that such a Notice of Transfer could be sent within 60 days of each three years from the anniversary of the effective date of the amendment. The 2013 IGA is currently the governing document.

Pursuant to paragraph 4.G.(13), the CEA Board has the power and duty to recommend amendments to the IGA to the Village and the City. In May of 2017, the CEA Board voted to recommend certain changes in the IGA to the Municipalities. At the direction of the Board, I forwarded on May 30, 2017, a letter to John Sfondilis, the Village Manager, and the Joe Wade, the City Administrator (Exhibit B), along with a clean (Exhibit C) and redlined (Exhibit D) copies of the IGA. The redlined copy identified all the changes which the CEA Board was

requesting the Municipalities to approve. The letter stated: "The Chicago Executive Airport Board respectfully requests the Municipalities to consider the changes." In addition, the letter outlined the major changes that were recommended to the IGA.

One of the CEA Board's recommendations for changes to the IGA included the elimination of Section 2, paragraph 5.C. The CEA Board recommended that the entire section be deleted. The effect of that was that 5.C. would provide that the appointment, removal or any disciplinary action as it relates to the Executive Director is the responsibility of the CEA Board. In making that recommendation, the CEA Board felt that it is in the best position to appoint, remove or discipline the Executive Director and that if either of the Municipalities had a significant issue or problem with the Executive Director, that it can express its concerns through their appointed Board Members. The CEA Board felt that this change represented a better governance structure and, in the event the CEA Board was ever looking for a new Executive Director, that it would make potential candidates more comfortable with the fact that they were dealing with the Board that had the power to appoint, remove or take any disciplinary action against him/her. The CEA Board already has under the IGA the power and authority to set the Executive Director's salary.

Hopefully, this memo and the attachments clarify the issues. If you have any questions, please feel free to contact me.

TJL:riy

Attachments

cc: Jamie Abbott

EXHIBIT A

EXECUTION COPY 12/18/13

**Amended and Restated
Intergovernmental
Agreement (IGA)
for the operation of**

CHICAGO EXECUTIVE AIRPORT

**between
The Village of Wheeling
and
The City of Prospect Heights**

December 23, 2013

An Intergovernmental Agreement
Between
The Village of Wheeling
and
The City Of Prospect Heights
for The Organization, Operation and Maintenance
of Chicago Executive Airport

Contents

| | |
|--|-----------|
| Section 1. General Provisions | 4 |
| 1.A. Establishment..... | 4 |
| 1.B. Goals and Objectives. | 5 |
| Section 2. Terms Defined | 6 |
| Section 3. Powers Reserved to the Municipalities..... | 6 |
| 3.A. Specific Powers..... | 6 |
| 3.B. Delegated Powers..... | 7 |
| 3.C. Arbitration..... | 7 |
| 3.D. Joint Meetings, Call, | 8 |
| Section 4. Board..... | 8 |
| 4.A. The Board..... | 8 |
| 4.B. Membership and Terms. | 8 |
| 4.C. Election of Other Board Officers. | 10 |
| 4.D. Vacancies | 11 |
| 4.E. General..... | 11 |
| 4.F. Compensation of Board Members | 11 |
| 4.G. General Powers and Duties of the Board. | 12 |
| 4.H. Board Meetings and Procedures | 14 |
| Section 5. Executive Director | 16 |
| 5.A. Responsibilities..... | 16 |
| 5.B. Annual Review..... | 17 |
| 5.C. Appointment, Removal & Discipline | 17 |
| Section 6. Finance..... | 18 |
| 6.A. Creation of Joint Airport Fund..... | 18 |
| 6.B. Revenues and Expenditures. | 19 |
| 6.C. Retailer's Occupation and Service Occupation Tax Revenue Sharing..... | 20 |

| | |
|--|----|
| Section 7. Governmental Purpose..... | 21 |
| Section 8. Reimbursement and Payment of Expenditures | 22 |
| Section 9. Federal and State Laws, Regulations and Directives..... | 22 |
| Section 10. Building Codes..... | 23 |
| Section 11. Duration of Agreement | 23 |
| Section 12. Disposition of Property Upon Termination | 23 |
| Section 13. Notices | 24 |
| Section 14. Entirety of Agreement and Amendments | 24 |
| Section 15. Severability | 25 |

Amended and Restated
Intergovernmental Agreement between
The Village of Wheeling and the City of Prospect Heights
for the Organization, Operation and Maintenance
of Chicago Executive Airport

THIS AGREEMENT, made and entered into this 18 day of December, 2013,
by and between the Village of Wheeling, Illinois and the City Of Prospect Heights, Illinois, (both
jointly referred to herein as the "Municipalities").

WITNESSETH:

WHEREAS, the City of Prospect Heights (the "City") is an Illinois municipal corporation
located in Cook County, Illinois, and the Village of Wheeling (the "Village"), is an Illinois
municipal corporation located in Cook and Lake Counties, Illinois; and

WHEREAS, the City and the Village are authorized, pursuant to Article VII, Section 10
of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq., to enter into intergovernmental
agreements; and

WHEREAS, 620 ILCS 20/1 et seq. specifically authorizes intergovernmental cooperation
for the joint establishment and operation of an airport and accessory facilities; and

WHEREAS, the City and the Village are each authorized, pursuant to 65 ILCS 5/11-103-
1, to acquire, maintain, and operate airports and landing fields; and

WHEREAS, the Village is a home-rule municipality having all powers provided pursuant
to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City and the Village, through their legislative bodies, have previously
provided for the joint establishment and operation of a municipal airport; and

WHEREAS, the Village and the City previously entered into a Final Grant Agreement
with the Federal Aviation Administration of the United States of America for the acquisition and
development of Palwaukee Airport n/k/a Chicago Executive Airport (the "Airport"); and

WHEREAS, the Village and the City have previously entered into Agency and Participation Agreements with the State to sponsor projects for the acquisition and further development of the Airport as a public air navigation facility; and

WHEREAS, the Village and the City have heretofore entered into an Intergovernmental Agreement dated February 26, 1985, providing for the joint operation and development of the Airport (the "Original Agreement"), several amendments to the Original Agreement, and an Amended Intergovernmental Agreement, dated September 5, 1989 (the "First Amended Agreement") and other intergovernmental agreements with respect to the joint establishment and development of an airport and accessory facilities ; and

WHEREAS, on July 1, 2005, the City and Village entered into an Intergovernmental Agreement relating to the joint establishment, development and operation of the Airport which replaced and superseded the Original Agreement and the First Amended Agreement. The Intergovernmental Agreement has been amended from time to time since July 1, 2005.

WHEREAS, the Village and the City find it necessary and desirable to replace the Intergovernmental Agreement, as amended, and any other agreements relating to the joint establishment and development of the Airport with this Amended and Restated Intergovernmental Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the City and the Village hereby agree as follows:

SECTION 1. GENERAL PROVISIONS

The above recitals are hereby incorporated as part of this agreement.

1.A. Establishment

The Municipalities hereby agree to continue to operate and maintain Chicago Executive Airport (the "Airport") (as described on Exhibit A attached hereto and by reference made a part

hereof) as a public general aviation facility, in accordance with the terms and conditions set forth herein and agree that the Airport shall be known and referred to as Chicago Executive Airport.

This Agreement shall be a comprehensive amendment of the Intergovernmental Agreement and this document shall be the sole document constituting the Intergovernmental Agreement.

1.B. Goals and Objectives.

The Municipalities are joint and equal owners of the Airport and the assets thereof and shall bear equal responsibility for the maintenance and operation of the Airport and for the costs and expenses of its operation. It is further agreed, however, that neither Municipality shall be required to expend funds other than Airport Revenue for the operation of the Airport.

This Agreement is made in furtherance of the following goals and objectives:

1. to operate, manage, maintain, and provide for the local portion of any future development of the Airport out of Airport Revenues;
2. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surrounding the Airport;
3. to develop and implement community public relations activities through which residents and community organizations can express their concerns;
4. to develop and promulgate compatible zoning in areas surrounding the Airport to eliminate land use conflicts;
5. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas; and

SECTION 2. TERMS DEFINED

Airport Revenue -- Those revenues generated by the Airport from Airport operations, including but not limited to rentals, tolls, fees and charges. The term Airport Revenue shall not include, however, any revenues, fees, or taxes, which are received by either Municipality independent of ownership of the Airport, including but not limited to municipal retailer's occupation tax, real estate property taxes, utility taxes, motor fuel taxes, hotel taxes, personal income tax rebates, sales taxes, license and permit fees, special assessments, fines, gifts, and interest on investments of such funds.

Corporate Authorities -- The Mayor and the City Council of the City of Prospect Heights, and the President and Board of Trustees of the Village of Wheeling.

Debt Obligation -- Any instrument which provides for a method of financing the acquisition, operation or maintenance of the Airport.

Revenue Obligations -- Any debt instrument issued by the City, the Village or both Municipalities which instrument is secured solely by Airport Revenues and any credit-enhancement devices, including but not limited to letters of credit, bond insurance or other devices used to enhance the marketability of any obligations.

SECTION 3. POWERS RESERVED TO THE MUNICIPALITIES

3.A. Specific Powers.

The following powers are specifically reserved to the Municipalities:

1. appointment of the Chairman and Members of the Chicago Executive Airport Board of Directors (hereinafter, the "Board"), subject to the provisions of this Intergovernmental Agreement;

2. approval of the Airport Layout Plan submitted to the Federal Aviation Administration and the State of Illinois, rules, regulations and minimum standards for the operation of the Airport ("Governance Documents");

3. approval of any agreements with lessees, businesses or other parties operating at the Airport, which proposed agreements provide for airport access, "through the fence operations" or otherwise do not conform with the Governance Documents;

4. approval of any Debt Obligation or Revenue Obligation, as defined above;

5. approval of the annual budget of the Airport and the Board, provided that if either Municipality fails to approve the proposed budget, the Board is authorized to proceed with funding and expenditures on a temporary basis under the prior year's approved budget until such time as the Municipalities approve the current budget;

6. approval of any land acquisition for the Airport.

3.B. Delegated Powers.

All other powers and duties related to the Airport shall be exercised by the Board pursuant to Section 4 hereof.

3.C. Arbitration.

In the event that the Municipalities are not in agreement with respect to a specific exercise of the powers reserved to them, and such disagreement continues for a period of more than 90 days, then the disagreement shall be submitted by the Board to the American Arbitration Association (the "Association") for binding arbitration and resolution of the disagreement in accordance with the rules and procedures of the Association. The arbitrator selected through the Association shall be a person with prior experience relating to general aviation, and all costs of arbitration shall be equally divided between and paid by the Municipalities. The standard to be used by the arbitrator is the best interests of the Airport in accordance with the Airport's goals as

stated herein; provided that any decision by the arbitrator shall not violate the provisions of this Agreement.

3.D. Joint Meetings, Call.

1. There shall also be a joint meeting of the Airport Board, the City Council, and the Village Board of Trustees, and attended by the Airport Manager, to be held one time per year during the third quarter of each calendar year, on a date and time to be determined by the City Mayor and the Village President. The location of the meetings shall be held at a site alternating between each Municipality. The agenda for such meetings shall be prepared jointly by the Airport Manager, Village President and City Mayor, but shall include an annual report on the operations and financial condition of the Airport.

2. A special joint meeting of the Airport Board, the City Council, and the Village Board of Trustees may be called by agreement of the Mayor of the City and the President of the Village.

SECTION 4. BOARD

4.A. The Board.

The Board shall be known as the Chicago Executive Airport Board of Directors (the "Board") which shall have those powers and duties set forth herein. The existing board at the time of the approval of this Amended and Restated Intergovernmental Agreement will continue as then constituted with the term of office for Board Members and officers to remain unaffected.

4.B. Membership and Terms.

1. The Board shall consist of seven (7) members — a Chairman, three (3) Members appointed by the Mayor of the City with the approval of the City Council, and three (3) Members appointed by the Village President with the approval of the Board of Trustees. While not required to do so, either the Village or the City may appoint up to one (1) elected official of the Village or

the City to be a Member of the Board. No elected officer of the Village or the City is eligible to serve as the Chairman of the Board.

2. The Members appointed by the Mayor of the City shall be residents of the City, and the Members appointed by the Village President shall be residents of the Village.

3. All Board Member appointments shall be for terms of three (3) years, except for the Chairman, whose term shall be four (4) years as provided for in Section 4.B(7). Each Municipality may provide for term limits for its appointed members.

4. Vacancies on the Board shall be filled as promptly as possible by the appropriate appointing authorities. Appointments to fill any vacancy shall be for the remainder of the vacant term.

5. In addition to the other duties and responsibilities of the Members as set forth herein, it shall be the responsibility of the Members to keep their respective appointing Municipality informed as to events and issues at the Airport in such a manner and in such a form as may be established by the respective appointing Municipality.

6. Any Member shall be subject to removal in accordance with the policies and procedures adopted by such Member's Municipality. A Member having been duly appointed shall otherwise continue to serve after the expiration of his term until his successor has been appointed. No Member appointed shall have a direct financial gain or income from any operations at the Airport at any time during the Member's term.

7. The Chairman of the Board shall be selected and appointed by the joint decision of the Mayor of the City and the Village President of the Village. Each Municipality may establish its own procedures for directing the Mayor or the President, respectively, in making his or her appointment of a Chairman. The Chairman shall have no direct financial gain or income

from any operations of any user at the Airport. The Chairman may be, but shall not be required to be, a resident of either the Village or the City. The Chairman shall serve a term of four (4) years. No Chairman shall serve for more than two consecutive terms. The Chairman may only be removed from office upon the joint agreement of the Mayor of the City and the President of the Village, or if he/she is unwilling or unable to act.

8. The Chairman shall be the presiding officer at all meetings of the Board. The Chairman shall be considered a Member of the Board, shall only vote on matters in the event of a tie vote by the Members and shall have the right to participate in debate and discussion. The Chairman shall act as official spokesperson of the Board and shall perform all additional duties as may be directed by the Board, or as prescribed under the Board's rules or orders. Except as provided for in this Section 4.B(8) and Section 4.E, the Chairman shall have no other duties or authority.

4.C. Election of Other Board Officers.

1. The Board shall elect from its own members a Vice Chairman, Secretary, and Treasurer. Election of these offices shall take place in the first instance at the first meeting of the Board, and thereafter during the regularly scheduled Board meeting during the month of February. The term for each office shall be for one year, from March through February.

2. The Vice-Chairman shall assume all of the duties and the obligations of the Chairman upon the temporary absence or temporary disability of the Chairman, or other interim period created by a vacancy in the office of Chairman. Any person who has served as vice chairman and has assumed the duties of the Chairman for a period of greater than one year upon a vacancy in the office of Chairman which lasted for a period of greater than one year shall not be eligible to serve as Vice-Chairman, irrespective of whether such vacancy in the office of

chairman occurred prior to the effective date of this Amended and Restated Intergovernmental Agreement.

3. The Secretary shall perform the duties and responsibilities as prescribed by the Board.

4. The Treasurer shall perform the duties and responsibilities as prescribed by the Board.

4.D. Vacancies

Upon the resignation, removal, or permanent disability of the Vice Chairman, Secretary or Treasurer of the Board, or any other circumstance that would leave a vacancy of an office, the Board upon notice of such occurrence shall at the next regular meeting of the Board hold a special election to fill said vacancy. An officer elected by special election shall serve only the remainder of the year term left open by his predecessor.

4.E. General

There shall be no restriction on the number of times any Member may hold office. The terms of regularly elected officers are concurrent. In order to be elected to office, a nominee must receive more votes than any other nominee. The nominee is not required to receive a majority of all appointed Board Members. In the event an election is tied, the Chairman shall call for one additional vote. If a tie occurs on the second vote, the Chairman shall appoint the office from one of the nominees tied for the office in the last vote.

4.F. Compensation of Board Members

The Chairman shall receive a monthly stipend of \$300 and an additional \$100 for each regular monthly Board meeting attended (special meetings shall not be compensated), and the appointed Members of the Board shall receive a monthly stipend of \$150 and an additional \$100 for each regular Board meeting attended, so long as they hold such office, unless otherwise

prohibited by law. The Chairman and Members shall be entitled to reimbursement for all expenses reasonably incurred in carrying out the duties and responsibilities of the Board, provided a Member receives approval of such reimbursement of expenses by a majority vote of the Board.

4.G. General Powers and Duties of the Board.

The Board shall have the following powers and duties:

1. to define the duties and responsibilities of the Secretary and Treasurer and any additional duties of the Chairman of the Board;
2. to propose for approval by the Municipalities an annual budget for the Airport in accordance with Section 3.A.3 above;
3. to designate within said annual budget the specific line item budgeted amounts and, after approval of the budget and as reasonably appropriate, to transfer category amounts within the same budget department;
4. to enter into contracts for and make expenditures for items in the annual budget of the Board;
5. to conduct such studies and to develop such programs, recommendations, or findings as may be requested by the Village and the City;
6. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surround the Airport;
7. to develop and implement community public relations activities through which residents and community organizations can express their concerns;
8. to develop and implement noise abatement practices and procedures in order to decrease and maintain Airport-generated noise levels;

9. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas;

10. to develop and implement plans for storm water management within the Airport to assist in the reduction of flooding in surrounding areas;

11. to make recommendations to the Village and City on private financing of Airport improvements, studies, and land acquisitions;

12. to evaluate and provide direction to the Executive Director;

13. to recommend amendments to this Intergovernmental Agreement between the Village and the City;

14. to review and recommend for approval by the Municipalities an Airport Layout Plan for the Airport;

15. to enter into any fixed base operator agreements, land leases, rental agreements and all other agreements;

16. to submit grant applications to Federal and State agencies for improvements, studies or land acquisition associated with the Airport, provided that such projects are within the approved Airport Layout Plan;

17. to submit and execute on behalf of the Municipalities all other documents, agreements, assurances and contracts with any federal or state agencies pursuant to projects within the approved Airport Layout Plan;

18. to employ or enter into budgeted contracts of employment of any person, firm, corporation, and for professional services, necessary and desirable for the accomplishment of the Objectives and the proper administration, management, protection or control of the Airport;

19. to recommend amendments to the Governance Documents;
20. to set rates and charges for airport usage;
21. to sue in its own name and on behalf of the Municipalities with the approval of both Municipalities for Airport related matters; and
22. to exercise all other powers, not specifically reserved to the City and the Village, which are incidental, necessary, convenient or desirable to carry out and effectuate the specific powers provided above or for the operation and maintenance of the Airport as a general aviation facility.

4.H. Board Meetings and Procedures

1. The Board shall hold one regular monthly meeting at such time as designated by the Board. The meetings shall be held in the Board Chambers located at the Airport. All meetings of the Board shall be open and held in accordance with the provisions of the "Open Meetings Act", 5 ILCS 120/1 et seq., as amended from time to time. Any written notices required to be given shall be posted at the administrative offices of the Airport and at the site at which the meeting will be held.
2. Special meetings may be called by the Chairman or any three Members of the Board provided all Members are given a written notice 48 hours in advance of the special meeting. Appropriate public notice shall be issued pursuant to the "Open Meetings Act".
3. An agenda for regular and special meetings shall be prepared by the Executive Director and approved by the Chairman and shall be delivered to all Members of the Board five days prior to the meeting. Any Board Member shall be allowed to place a subject on the agenda provided such subject is submitted seven (7) days prior to the meeting. A standing order of business for all official meetings of the Board shall be adopted by the Board, which order shall

include procedures for the changes in order of business or changes to the agenda and provisions for allowing citizen comments at all Board meetings.

4. The Executive Director or his duly appointed representative shall be responsible for keeping minutes of all meetings of the Board. The minutes shall be reduced to writing and submitted to the Board for review at least five days prior to the request for approval at the next regular meeting. The minutes shall not be released to the public until they are approved by the Board. The Board shall adopt additional procedures for the production, context, and public inspection of the minutes.

5. The Rules of Order of the Board shall consist of the provisions of this Section and any other written procedures subsequently adopted by the Board consistent with the latest edition of Robert's Rules of Order (including all amendments made since the printing of the most recent edition).

6. In order to conduct business, a quorum must be present at each meeting. For purposes of this Board, a quorum shall be defined as any four (4) members, which quorum may include the Chairman. The Chairman is eligible to vote only to break a tie.

7. For passage, every motion shall require an affirmative vote of a majority of all Members present at the meeting, or in the event of a tie including the Chairman. All motions passed by the Board which provide for review or approval by the Municipalities shall be effective from and after approval by both Municipalities without further Board action. All motions passed by the Board which require approval of the Municipalities (except as otherwise provided herein) shall fail if either Municipality does not approve or fails to act upon such motions. The failure of a Municipality to act on any motion for a period of 65 days following the

referral of such motion by the Board shall be deemed a denial of such motion by the Municipality.

8. All actions which allow for review or require approval of the Municipalities, shall be transmitted to the Municipalities within seven (7) days after the consideration by the Board, whether recommended or denied by the Board. All actions by the Municipalities shall be made in accordance with law and their procedures for hearing and passage of motions, resolutions or ordinances, as applicable.

9. Executive Sessions of the Board. The Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall be entitled to know the substance of any closed session meeting of the Board. In addition, there shall be no communication between the Board or the Airport Manager and any attorney representing the Board which is privileged from disclosure to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality. Moreover, disclosure of such communication to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall not be deemed a waiver of the attorney-client privilege. Elected officials of the municipalities may attend any closed session of the Board in order to observe but shall not participate in any closed session discussions unless said elected official is a member of the Board.

SECTION 5. EXECUTIVE DIRECTOR

5.A. Responsibilities

The Executive Director shall be responsible for the day-to-day operation of the Airport and supervision of all Airport employees, in conformity with the rules, regulations, and directions of the Board. The Executive Director shall comply with all the rules and regulations

of the Federal Aviation Administration and the Illinois Department of Transportation, as applicable. The Executive Director must be accredited by the American Association of Airport Executives or in the process of receiving such accreditation. Except as to those powers and duties reserved to the Municipalities or the Board, the Executive Director may take all necessary appropriate action with respect to the operation of the Airport or as otherwise directed by the Board. The Executive Director shall make such recommendations to the Board as he/she deems appropriate with respect to the Airport and shall report to the Board on all significant actions and activities at the Airport at the regularly scheduled Board meeting. For clarification purposes, the Executive Director reports to and takes direction from the Board, not from individual Board Members, the Chairman or the Corporate Authorities.

5.B. Annual Review

The Board shall conduct an annual evaluation of the Executive Director and the performance of his duties, in such manner and on such occasion as the Board shall determine and shall report to the Municipalities the results of the review.

5.C. Appointment, Removal & Discipline

1. The appointment, removal or any disciplinary action with respect to the Executive Director shall be the responsibility of the Board. Discussion of appointment, removal or any disciplinary action shall take place in executive session. However any final action regarding appointment, removal or any disciplinary action shall take place in open session in accord with the Open Meetings Act, 5 ILCS 120/1, et seq.

2. Reversion to Municipalities. Either municipality may call for and effect the transfer of authority for the appointment, removal or discipline of the Executive Director to the municipalities as set forth in this paragraph.

(i) Either Municipality may send a notice entitled "notice of transfer of authority over executive director" ("Notice of Transfer") to the other municipality.

(ii) Such Notice of Transfer may be sent to the other municipality and Airport Board in writing only within the 60 days after the 3-year anniversary of the effective date of this Amended and Restated Intergovernmental Agreement.

(iii) If no such Notice of Transfer is sent, the authority over the Executive Director shall remain with the Airport Board for another period of 3 years from the anniversary of the effective date of this Amended and Restated Intergovernmental Agreement.

(iv) The right of either municipality to issue a Notice of Transfer as set forth above shall arise every three (3) years from the anniversary of the effective date of this Amended and Restated Intergovernmental Agreement and shall remain open for 60 days from such anniversary date during the term of the IGA in accordance with this paragraph.

(v) If such Notice of Transfer is sent in a timely manner, the IGA shall be deemed amended so that the authority to appoint, discipline and remove the Executive Director shall be deemed moved from section 5.C.1 to Section 3.A.7. All actions with respect to such power may then be taken only by the Municipalities acting jointly.

(vi) This paragraph in no way limits the authority of the municipalities to jointly amend the IGA in accordance with Section 14 below.

SECTION 6. FINANCE

6.A. Creation of Joint Airport Fund.

For the purpose of accurately and adequately recording and accounting for the ownership, operations and funds contributed by the Municipalities to the joint undertaking evidenced by this Agreement, and for the purpose of providing the Board with monies for the necessary expenditures in carrying out the duties and functions required herein, the Municipalities hereby create a Joint Airport Fund and direct that it, and all properties therein, shall be held, supervised and maintained by the Board subject to the terms of this Agreement and applicable law. Within the Joint Airport Fund, and subject to paragraph B of this Section 6, the Board shall be

authorized to create, designate and maintain such separate accounts as it shall consider proper in the sound management of its business and affairs.

6.B. Revenues and Expenditures.

Subject to the terms and provisions of any revenue bonds or other debt instrument of either of the Municipalities requiring otherwise and subject to any covenants contained in any ordinance authorizing joint revenue bonds, each of the Municipalities hereby covenant with each other that all Revenue received from the operations of the Airport shall be received and deposited to the credit of the Joint Airport Fund. Expenditures from said Fund may be made by the Board, as authorized herein, for any purpose deemed to be authorized by law in connection with the business and affairs of the operation of the Airport. No revenue bonds or other debt obligations shall be adopted by either Municipality without the approval and consent of the other Municipality, it being the intent of the Municipalities that conflicts in provisions relating to the Joint Airport Fund be avoided.

It is understood, however, that any obligations to the State of Illinois incurred by virtue of advances being made by the State on behalf of the Municipalities have been previously approved by the Municipalities and that such Airport obligations shall not require additional approval by either of the Municipalities.

The total expenditures from the Joint Airport Fund to be made in any fiscal year shall be set forth in a budget submitted to and approved by the Municipalities as provided in Section 3 above. However, the approval of the Municipalities shall not be withheld with respect to payment of principal or interest due on an outstanding revenue bond or other debt obligation issued by either Municipality for Airport purposes.

6.C. Retailer's Occupation and Service Occupation Tax Revenue Sharing.

For the purpose of promoting and providing for compatible commercial development on the Airport property in the best interests of the Airport and without regard to the specific Municipality within which such development may occur, the Municipalities agree:

1. Each Municipality shall account to each other the local share of Retailer's Occupation and Service Occupation Tax revenues generated by all businesses located on Airport property, and by all businesses operating adjacent to Airport property but accessing Airport property under the authority of an airport access agreement or other similar "through the fence" permit. The lesser local share tax percentage of the two Municipalities for such taxes shall be used as the amount contributed to such Revenue Sharing Fund by each Municipality. By way of example if one Municipality receives 1% as its local share of sales tax revenue and the other Municipality receives 1.5%, then each Municipality would contribute the 1% amount to the joint fund.

2. As of the date of this Amended and Restated Agreement, the local sales tax rate on general merchandise in the Village of Wheeling is 2% and in the City of Prospect Heights it is 1.5%.

3. The Municipalities shall share equally in the Revenue Sharing Fund and sharing shall be calculated annually based on a calendar year.

4. In the event a Municipality's local percentage of either tax revenue which it receives is increased in the future, then the new lesser tax percentage of the two Municipalities shall be used as the basis for determining the Revenue Sharing Fund contributions.

5. "Retailer's Occupation" and "Service Occupation" Taxes shall mean those taxes reported on form ST-1 and ST-2 to the Department of Revenue by businesses described in paragraph 1 above.

6. Revenue Sharing Fund. "Revenue Sharing Fund" shall mean an accounting function whereby the two municipalities determine and state the amount of Retailer's Occupation and Service Occupation Tax Revenue that each is required to share pursuant to the above formula.

7. By June 30 of each calendar year, each Municipality shall determine and state to the other the amount of Retailer's Occupation and Service Occupation Tax Revenue it received in the preceding calendar year from businesses described in paragraph 1 above. Such amounts shall be added together to determine the total Revenue Sharing Fund. The Revenue Sharing Fund shall be divided in two to determine the "Revenue Share" of each municipality. The municipality whose Retailer's Occupation and Service Occupation Tax Revenue is greater than its Revenue Share, shall pay the difference between such revenue received and the Revenue Share to the other municipality. Such payment shall be made within 30 days of such calculation.

8. The parties agree and acknowledge that they need the timely cooperation from the Illinois Department of Revenue to account for the above revenue sharing provision. Each agrees to enter into and maintain an information sharing agreement with the Department of Revenue as called for in 35 ILCS 120/11. To the extent that the Department of Revenue cannot promptly deliver reports for reported taxes, the above time periods shall be extended accordingly.

9. All Department of Revenue forms referenced above shall mean any functionally similar form in the event the Department of Revenue alters its form numbering scheme.

SECTION 7. GOVERNMENTAL PURPOSE

The acquisition of any land or interest therein pursuant to this Agreement, the planning, acquisition, establishment, development, construction, improvement, maintenance, equipment, operation, regulation, protection and policing of the Airport and air navigation facilities, including the acquisition or elimination of airport hazards, and the exercise of any other powers

herein granted to the Board, are hereby declared to be public and governmental functions exercised for a public purpose, and are municipal functions. All lands and other property and privileges acquired are hereby declared to be acquired for municipal, public and governmental purposes and as a matter of public necessity.

SECTION 8. REIMBURSEMENT AND PAYMENT OF EXPENDITURES

Notwithstanding any other provision of this Agreement, the Municipalities agree that neither of the Municipalities will be required to use funds other than Airport Revenues for the acquisition, operation or maintenance of the Airport in any activity related to such purposes. A Municipality may elect to use funds other than Airport Revenues for such purposes, provided, however, that such funds shall be recoverable from Airport Revenues or proceeds of Airport Obligations only with the written consent of the other Municipality.

SECTION 9. FEDERAL AND STATE LAWS, REGULATIONS AND DIRECTIVES

Notwithstanding any other provision of this Agreement, the Municipalities agree that the Airport shall be maintained and operated at all times in accordance with all federal and state laws, regulations and directives pertaining to the Airport. The Board is further designated by the Municipalities as the Airport Sponsor for purposes of any current and future federal and state grant obligations and assurances relating to the Airport, and the Board shall be responsible for compliance with all such grant obligations and assurances. To the extent any provision of this Agreement is determined by the Federal Aviation Administration or the Illinois Department of Transportation to conflict with any federal or state law, regulation or directive, then the provisions of said law, regulation and directive shall control.

SECTION 10. BUILDING CODES

With respect to the construction of all buildings, improvements and structures on Airport property by the Board or any other person, the most restrictive building code of the Municipalities shall apply (unless waived by both Municipalities), regardless of the actual municipality within which boundaries the building, improvement or structure is located.

SECTION 11. DURATION OF AGREEMENT

The duration of this Agreement shall be for the term of 10 years or for the useful life of the Airport, whichever is longer, unless sooner terminated and dissolved by operation of law or by mutual agreement of the Village and the City; provided, however, that the same shall not be dissolved by mutual agreement of the parties if such action would violate the terms or provisions of (a) any outstanding revenue obligations relating to the acquisition and development of the Airport, or (b) any grant assurances or contractual obligations with any federal or state agency. Notwithstanding the foregoing, this Agreement shall continue in full force and effect until disposition of property under Section 12 of this Agreement. In the event that the duration of this Agreement as above set forth shall be a violation of (a) the rule against perpetuities or analogous statutory provisions, or (b) the rule restricting restraints on alienation, then the duration of this Agreement shall terminate 21 years after the death of the now living descendants of George W. Bush, President of the United States.

SECTION 12. DISPOSITION OF PROPERTY UPON TERMINATION

As soon as practicable after termination of this Agreement, the City and the Village shall dispose of all property acquired under the Agreement, including surplus funds, in any manner they shall then agree upon and as approved by the Federal Aviation Administration and the State

of Illinois. Upon termination of this Agreement the parties shall provide for the payment of principal and interest on outstanding Airport Obligations, if any.

SECTION 13. NOTICES

All notices and submissions provided for herein shall be sent prepaid registered mail or prepaid mail return receipt requested to the parties at the following addresses or as they may respectively specify in writing at a later date:

To the City: City of Prospect Heights
 8 North Elmhurst Road
 Prospect Heights, Illinois 60070
 Attention: City Clerk

To the Village: Village of Wheeling
 2 Community Boulevard
 Wheeling, Illinois 60090
 Attention: Village Clerk

With a copy to: Executive Director
 Chicago Executive Airport
 1020 South Plant Road
 Wheeling, Illinois 60090

SECTION 14. ENTIRETY OF AGREEMENT AND AMENDMENTS

This Agreement represents and constitutes the entire Agreement of the Village and the City as of the date hereof.

This Agreement may be amended at any time by agreement of the Village and the City, subject to the approval of the Federal Aviation Administration and the Illinois Department of Transportation, Department of Aviation, if required.

Any agreements supplemental hereto or amendatory hereof shall, to be effective and binding, be evidenced and represented by agreement in writing approved, executed and delivered in the same manner as this Agreement.

SECTION 15. SEVERABILITY

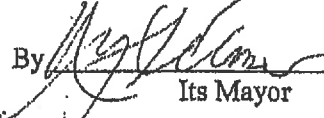
If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be executed.

VILLAGE OF WHEELING

By 
Its President

CITY OF PROSPECT HEIGHTS

By 
Its Mayor

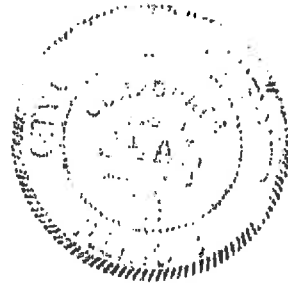
ATTEST:


Village Clerk

ATTEST:


City Clerk (Deputy Clerk)

(SEAL)



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NUMBER(S): #11.E
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: December 2, 2013

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Village President and Village Clerk to Execute Settlement Agreement and Mutual Release Regarding Settlement of Litigation between the Village of Wheeling and the City of Prospect Heights

SUBMITTED BY: James V. Ferolo

BASIC DESCRIPTION OF ITEM: The attached Resolution authorizes the Village President and Clerk to execute a Settlement Agreement with Prospect Heights that includes a resolution of the revenue sharing issues and an amendment to the Airport IGA.

EXHIBIT(S) ATTACHED: Settlement Agreement, Resolution

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

EXHIBIT B

HINSHAW

& CULBERTSON LLP

Thomas J. Lesler
815-490-4908
tlesler@hinshawlaw.com

ATTORNEYS AT LAW

100 Park Avenue
P.O. Box 1389
Rockford, IL 61105-1389

815-490-4900
815-490-4901 (fax)
www.hinshawlaw.com

May 30, 2017

VIA E-MAIL: jsfondilis@wheelingil.gov

Mr. Jon Sfondilis
Village Manager
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

VIA E-MAIL: jwade@prospect-heights.org

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

Dear Jon and Joe:

The Board of Chicago Executive Airport at its last meeting voted to recommend certain amendments to the Intergovernmental Agreement by and between the Village of Wheeling and City of Prospect Heights, collectively the "Municipalities," for the operation of Chicago Executive Airport. I wasn't sure who to send it to in order to get the process going, so I am forwarding this on to both of you. The Chicago Executive Airport Board respectfully requests the Municipalities to consider the changes.

Attached please find redlined and clean versions of the IGA. The redlined version reflects the changes which the Airport is requesting the Municipalities to consider. Some explanation of the changes may be helpful.

1. CEA is very cognizant of the Municipalities' desire that events sponsored by the Airport be divided between the City and the Village. CEA currently has its Christmas party at the Hilton and likes that location and would like to keep it there. Therefore, as long as the Christmas party stays at the Hilton and there is only one scheduled joint meeting a year, the Airport would like to schedule the joint meeting in Wheeling. That way each Municipality will have at least one event sponsored by the Airport each year. If circumstances were to change, then of course, the Airport would take note of that. The proposed change to Section 3.D provides the Airport with some flexibility now that there is only one joint meeting a year.
2. In Section 4.F, the CEA Board requests simplification of compensation to Board Members. The amount of compensation is not changed, the change merely reflects that the compensation is paid on a monthly basis regardless of attendance at the monthly Board meeting. The Board feels that as Directors they attend many meetings outside of the regular monthly meeting and should not be penalized because of an infrequent conflict with the regular Board meeting schedule.

Mr. John Sfondilis
Mr. Joe Wade
May 30, 2017
Page 2

3. The change to Section 4.G.8 of the IGA is meant to delete a phrase that the FAA finds objectionable. The Board's commitment to develop and implement noise abatement practices remains in place.
4. The change to Section 4.H.9 is a technical correction.
5. The change to Section 5.C is recommended by the CEA Board, as the CEA Board feels it is in the best position to appoint, remove or discipline the Executive Director. The Board is also very cognizant of the fact that if either Municipality has a significant issue or problem with the Executive Director, it can make those feelings known through their appointed Board Members.

The above are the only substantive changes recommended by Chicago Executive Airport Board to the Municipalities for their consideration. If you have any questions, please feel free to contact me.

Very truly yours,

HINSHAW & CULBERTSON LLP



Thomas J. Lester
TJL:riy
Attachment

cc: Board of Directors, Chicago Executive Airport
Jamie Abbott

EXHIBIT C

**Amended and Restated
Intergovernmental
Agreement (IGA)
for the operation of

CHICAGO EXECUTIVE AIRPORT**

**between
The Village of Wheeling
and
The City of Prospect Heights**

June _____, 2017

An Intergovernmental Agreement
Between
The Village of Wheeling
and
The City Of Prospect Heights
for The Organization, Operation and Maintenance
of Chicago Executive Airport

Contents

| | |
|---|-----------|
| Section 1. General Provisions | 5 |
| 1.A. Establishment..... | 5 |
| 1.B. Goals and Objectives. | 5 |
| Section 2. Terms Defined | 6 |
| Section 3. Powers Reserved to the Municipalities..... | 7 |
| 3.A. Specific Powers..... | 7 |
| 3.B. Delegated Powers..... | 7 |
| 3.C. Arbitration..... | 8 |
| 3.D. Joint Meetings, Call. | 8 |
| Section 4. Board | 9 |
| 4.A. The Board..... | 9 |
| 4.B. Membership and Terms. | 9 |
| 4.C. Election of Other Board Officers. | 11 |
| 4.D. Vacancies | 11 |
| 4.E. General..... | 12 |
| 4.F. Compensation of Board Members | 12 |
| 4.G. General Powers and Duties of the Board. | 12 |
| 4.H. Board Meetings and Procedures | 14 |
| Section 5. Executive Director | 17 |
| 5.A. Responsibilities..... | 17 |
| 5.B. Annual Review..... | 18 |
| 5.C. Appointment, Removal & Discipline | 18 |
| Section 6. Finance..... | 18 |
| 6.A. Creation of Joint Airport Fund..... | 18 |
| 6.B. Revenues and Expenditures. | 18 |
| 6.C. Retailer's Occupation and Service Occupation Tax Revenue Sharing. | 19 |

| | |
|---|----|
| Section 7. Governmental Purpose | 21 |
| Section 8. Reimbursement and Payment of Expenditures | 22 |
| Section 9. Federal and State Laws, Regulations and Directives | 22 |
| Section 10. Building Codes..... | 22 |
| Section 11. Duration of Agreement | 23 |
| Section 12. Disposition of Property Upon Termination | 23 |
| Section 13. Notices | 24 |
| Section 14. Entirety of Agreement and Amendments | 24 |
| Section 15. Severability | 24 |

Amended and Restated
Intergovernmental Agreement between
The Village of Wheeling and the City of Prospect Heights
for the Organization, Operation and Maintenance
of Chicago Executive Airport

THIS AGREEMENT, made and entered into this _____ day of June, 2017, by and between the Village of Wheeling, Illinois and the City Of Prospect Heights, Illinois, (both jointly referred to herein as the "Municipalities").

WITNESSETH:

WHEREAS, the City of Prospect Heights (the "City") is an Illinois municipal corporation located in Cook County, Illinois, and the Village of Wheeling (the "Village"), is an Illinois municipal corporation located in Cook and Lake Counties, Illinois; and

WHEREAS, the City and the Village are authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq., to enter into intergovernmental agreements; and

WHEREAS, 620 ILCS 20/1 et seq. specifically authorizes intergovernmental cooperation for the joint establishment and operation of an airport and accessory facilities; and

WHEREAS, the City and the Village are each authorized, pursuant to 65 ILCS 5/11-103-1, to acquire, maintain, and operate airports and landing fields; and

WHEREAS, the Village is a home-rule municipality having all powers provided pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City and the Village, through their legislative bodies, have previously provided for the joint establishment and operation of a municipal airport; and

WHEREAS, the Village and the City previously entered into a Final Grant Agreement with the Federal Aviation Administration of the United States of America for the acquisition and development of Palwaukee Airport n/k/a Chicago Executive Airport (the "Airport"); and

WHEREAS, the Village and the City have previously entered into Agency and Participation Agreements with the State to sponsor projects for the acquisition and further development of the Airport as a public air navigation facility; and

WHEREAS, the Village and the City have heretofore entered into an Intergovernmental Agreement dated February 26, 1985, providing for the joint operation and development of the Airport (the "Original Agreement"), several amendments to the Original Agreement, and an Amended Intergovernmental Agreement, dated September 5, 1989 (the "First Amended Agreement") and other intergovernmental agreements with respect to the joint establishment and development of an airport and accessory facilities ; and

WHEREAS, on July 1, 2005, the City and Village entered into an Intergovernmental Agreement relating to the joint establishment, development and operation of the Airport which replaced and superseded the Original Agreement and the First Amended Agreement. The Intergovernmental Agreement has been amended from time to time since July 1, 2005.

WHEREAS, on December 23, 2013, the City and Village entered into an Amended and Restated Intergovernmental Agreement relating to the joint establishment, development and operation of the Airport which replaced and superseded the Original Agreement, the First Amended Agreement, and the July 1, 2005 Agreement.

WHEREAS, the Village and the City find it necessary and desirable to replace the Intergovernmental Agreement, as amended, and any other agreements relating to the joint establishment and development of the Airport with this Amended and Restated Intergovernmental Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the City and the Village hereby agree as follows:

SECTION 1. GENERAL PROVISIONS

The above recitals are hereby incorporated as part of this agreement.

1.A. Establishment

The Municipalities hereby agree to continue to operate and maintain Chicago Executive Airport (the "Airport") (as described on Exhibit A attached hereto and by reference made a part hereof) as a public general aviation facility, in accordance with the terms and conditions set forth herein and agree that the Airport shall be known and referred to as Chicago Executive Airport.

This Agreement shall be a comprehensive amendment of the Intergovernmental Agreement and this document shall be the sole document constituting the Intergovernmental Agreement.

1.B. Goals and Objectives.

The Municipalities are joint and equal owners of the Airport and the assets thereof and shall bear equal responsibility for the maintenance and operation of the Airport and for the costs and expenses of its operation. It is further agreed, however, that neither Municipality shall be required to expend funds other than Airport Revenue for the operation of the Airport.

This Agreement is made in furtherance of the following goals and objectives:

1. to operate, manage, maintain, and provide for the local portion of any future development of the Airport out of Airport Revenues;
2. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surrounding the Airport;
3. to develop and implement community public relations activities through which residents and community organizations can express their concerns;

4. to develop and promulgate compatible zoning in areas surrounding the Airport to eliminate land use conflicts;

5. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas; and

SECTION 2. TERMS DEFINED

Airport Revenue -- Those revenues generated by the Airport from Airport operations, including but not limited to rentals, tolls, fees and charges. The term Airport Revenue shall not include, however, any revenues, fees, or taxes, which are received by either Municipality independent of ownership of the Airport, including but not limited to municipal retailer's occupation tax, real estate property taxes, utility taxes, motor fuel taxes, hotel taxes, personal income tax rebates, sales taxes, license and permit fees, special assessments, fines, gifts, and interest on investments of such funds.

Corporate Authorities -- The Mayor and the City Council of the City of Prospect Heights, and the President and Board of Trustees of the Village of Wheeling.

Debt Obligation -- Any instrument which provides for a method of financing the acquisition, operation or maintenance of the Airport.

Revenue Obligations -- Any debt instrument issued by the City, the Village or both Municipalities which instrument is secured solely by Airport Revenues and any credit-enhancement devices, including but not limited to letters of credit, bond insurance or other devices used to enhance the marketability of any obligations.

SECTION 3. POWERS RESERVED TO THE MUNICIPALITIES

3.A. Specific Powers.

The following powers are specifically reserved to the Municipalities:

1. appointment of the Chairman and Members of the Chicago Executive Airport Board of Directors (hereinafter, the "Board"), subject to the provisions of this Intergovernmental Agreement;
2. approval of the Airport Layout Plan submitted to the Federal Aviation Administration and the State of Illinois, rules, regulations and minimum standards for the operation of the Airport ("Governance Documents");
3. approval of any agreements with lessees, businesses or other parties operating at the Airport, which proposed agreements provide for airport access, "through the fence operations" or otherwise do not conform with the Governance Documents;
4. approval of any Debt Obligation or Revenue Obligation, as defined above;
5. approval of the annual budget of the Airport and the Board, provided that if either Municipality fails to approve the proposed budget, the Board is authorized to proceed with funding and expenditures on a temporary basis under the prior year's approved budget until such time as the Municipalities approve the current budget;
6. approval of any land acquisition for the Airport.

3.B. Delegated Powers.

All other powers and duties related to the Airport shall be exercised by the Board pursuant to Section 4 hereof.

3.C. Arbitration.

In the event that the Municipalities are not in agreement with respect to a specific exercise of the powers reserved to them, and such disagreement continues for a period of more than 90 days, then the disagreement shall be submitted by the Board to the American Arbitration Association (the "Association") for binding arbitration and resolution of the disagreement in accordance with the rules and procedures of the Association. The arbitrator selected through the Association shall be a person with prior experience relating to general aviation, and all costs of arbitration shall be equally divided between and paid by the Municipalities. The standard to be used by the arbitrator is the best interests of the Airport in accordance with the Airport's goals as stated herein; provided that any decision by the arbitrator shall not violate the provisions of this Agreement.

3.D. Joint Meetings, Call.

1. There shall also be a joint meeting of the Airport Board, the City Council, and the Village Board of Trustees, and attended by the Airport Manager, to be held one time per year during the third quarter of each calendar year, on a date and time to be determined by the City Mayor and the Village President. The agenda for such meetings shall be prepared jointly by the Airport Manager, Village President and City Mayor, but shall include an annual report on the operations and financial condition of the Airport.

2. A special joint meeting of the Airport Board, the City Council, and the Village Board of Trustees may be called by agreement of the Mayor of the City and the President of the Village.

SECTION 4. BOARD

4.A. The Board.

The Board shall be known as the Chicago Executive Airport Board of Directors (the "Board") which shall have those powers and duties set forth herein. The existing board at the time of the approval of this Amended and Restated Intergovernmental Agreement will continue as then constituted with the term of office for Board Members and officers to remain unaffected.

4.B. Membership and Terms.

1. The Board shall consist of seven (7) members — a Chairman, three (3) Members appointed by the Mayor of the City with the approval of the City Council, and three (3) Members appointed by the Village President with the approval of the Board of Trustees. While not required to do so, either the Village or the City may appoint up to one (1) elected official of the Village or the City to be a Member of the Board. No elected officer of the Village or the City is eligible to serve as the Chairman of the Board.

2. The Members appointed by the Mayor of the City shall be residents of the City, and the Members appointed by the Village President shall be residents of the Village.

3. All Board Member appointments shall be for terms of three (3) years, except for the Chairman, whose term shall be four (4) years as provided for in Section 4.B(7). Each Municipality may provide for term limits for its appointed members.

4. Vacancies on the Board shall be filled as promptly as possible by the appropriate appointing authorities. Appointments to fill any vacancy shall be for the remainder of the vacant term.

5. In addition to the other duties and responsibilities of the Members as set forth herein, it shall be the responsibility of the Members to keep their respective appointing

Municipality informed as to events and issues at the Airport in such a manner and in such a form as may be established by the respective appointing Municipality.

6. Any Member shall be subject to removal in accordance with the policies and procedures adopted by such Member's Municipality. A Member having been duly appointed shall otherwise continue to serve after the expiration of his term until his successor has been appointed. No Member appointed shall have a direct financial interest, gain or income from any operations at the Airport at any time during the Member's term.

7. The Chairman of the Board shall be selected and appointed by the joint decision of the Mayor of the City and the Village President of the Village. Each Municipality may establish its own procedures for directing the Mayor or the President, respectively, in making his or her appointment of a Chairman. The Chairman shall have no direct financial gain or income from any operations of any user at the Airport. The Chairman may be, but shall not be required to be, a resident of either the Village or the City. The Chairman shall serve a term of four (4) years. No Chairman shall serve for more than two consecutive terms. The Chairman may only be removed from office upon the joint agreement of the Mayor of the City and the President of the Village, or if he/she is unwilling or unable to act.

8. The Chairman shall be the presiding officer at all meetings of the Board. The Chairman shall be considered a Member of the Board, shall only vote on matters in the event of a tie vote by the Members and shall have the right to participate in debate and discussion. The Chairman shall act as official spokesperson of the Board and shall perform all additional duties as may be directed by the Board, or as prescribed under the Board's rules or orders. Except as provided for in this Section 4.B(8) and Section 4.E, the Chairman shall have no other duties or authority.

4.C. Election of Other Board Officers.

1. The Board shall elect from its own members a Vice Chairman, Secretary, and Treasurer. Election of these offices shall take place in the first instance at the first meeting of the Board and thereafter during the regularly scheduled Board meeting during the month of February. The term for each office shall be for one year, from March through February.

2. The Vice-Chairman shall assume all of the duties and the obligations of the Chairman upon the temporary absence or temporary disability of the Chairman, or other interim period created by a vacancy in the office of Chairman. Any person who has served as vice chairman and has assumed the duties of the Chairman for a period of greater than one year upon a vacancy in the office of Chairman which lasted for a period of greater than one year shall not be eligible to serve as Vice-Chairman, irrespective of whether such vacancy in the office of chairman occurred prior to the effective date of this Amended and Restated Intergovernmental Agreement.

3. The Secretary shall perform the duties and responsibilities as prescribed by the Board.

4. The Treasurer shall perform the duties and responsibilities as prescribed by the Board.

4.D. Vacancies

Upon the resignation, removal, or permanent disability of the Vice Chairman, Secretary or Treasurer of the Board, or any other circumstance that would leave a vacancy of an office, the Board upon notice of such occurrence shall at the next regular meeting of the Board hold a special election to fill said vacancy. An officer elected by special election shall serve only the remainder of the year term left open by his predecessor.

4.E. General

There shall be no restriction on the number of times any Member may hold office. The terms of regularly elected officers are concurrent. In order to be elected to office, a nominee must receive more votes than any other nominee. The nominee is not required to receive a majority of all appointed Board Members. In the event an election is tied, the Chairman shall call for one additional vote. If a tie occurs on the second vote, the Chairman shall appoint the office from one of the nominees tied for the office in the last vote.

4.F. Compensation of Board Members

The Chairman shall receive a monthly stipend of \$400, and the other appointed Members of the Board shall receive a monthly stipend of \$250, so long as they hold such office, unless otherwise prohibited by law. The Chairman and Members shall be entitled to reimbursement for all expenses reasonably incurred in carrying out the duties and responsibilities of the Board, provided a Member receives approval of such reimbursement of expenses by a majority vote of the Board.

4.G. General Powers and Duties of the Board.

The Board shall have the following powers and duties:

1. to define the duties and responsibilities of the Secretary and Treasurer and any additional duties of the Chairman of the Board;
2. to propose for approval by the Municipalities an annual budget for the Airport in accordance with Section 3.A.3 above;
3. to designate within said annual budget the specific line item budgeted amounts and, after approval of the budget and as reasonably appropriate, to transfer category amounts within the same budget department;

4. to enter into contracts for and make expenditures for items in the annual budget of the Board;

5. to conduct such studies and to develop such programs, recommendations, or findings as may be requested by the Village and the City;

6. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surround the Airport;

7. to develop and implement community public relations activities through which residents and community organizations can express their concerns;

8. to develop and implement noise abatement practices;

9. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas;

10. to develop and implement plans for storm water management within the Airport to assist in the reduction of flooding in surrounding areas;

11. to make recommendations to the Village and City on private financing of Airport improvements, studies, and land acquisitions;

12. to evaluate and provide direction to the Executive Director;

13. to recommend amendments to this Intergovernmental Agreement between the Village and the City;

14. to review and recommend for approval by the Municipalities an Airport Layout Plan for the Airport;

15. to enter into any fixed base operator agreements, land leases, rental agreements and all other agreements;

16. to submit grant applications to Federal and State agencies for improvements, studies or land acquisition associated with the Airport, provided that such projects are within the approved Airport Layout Plan;

17. to submit and execute on behalf of the Municipalities all other documents, agreements, assurances and contracts with any federal or state agencies pursuant to projects within the approved Airport Layout Plan;

18. to employ or enter into budgeted contracts of employment of any person, firm, corporation, and for professional services, necessary and desirable for the accomplishment of the Objectives and the proper administration, management, protection or control of the Airport;

19. to recommend amendments to the Governance Documents;

20. to set rates and charges for airport usage;

21. to sue in its own name and on behalf of the Municipalities with the approval of both Municipalities for Airport related matters; and

22. to exercise all other powers, not specifically reserved to the City and the Village, which are incidental, necessary, convenient or desirable to carry out and effectuate the specific powers provided above or for the operation and maintenance of the Airport as a general aviation facility.

4.H. Board Meetings and Procedures

1. The Board shall hold one regular monthly meeting at such time as designated by the Board. The meetings shall be held in the Board Chambers located at the Airport. All meetings of the Board shall be open and held in accordance with the provisions of the "Open Meetings Act", 5 ILCS 120/1 et seq., as amended from time to time. Any written notices required to be

given shall be posted at the administrative offices of the Airport and at the site at which the meeting will be held.

2. Special meetings may be called by the Chairman or any three Members of the Board provided all Members are given a written notice 48 hours in advance of the special meeting. Appropriate public notice shall be issued pursuant to the "Open Meetings Act".

3. An agenda for regular and special meetings shall be prepared by the Executive Director and approved by the Chairman and shall be delivered to all Members of the Board five days prior to the meeting. Any Board Member shall be allowed to place a subject on the agenda provided such subject is submitted seven (7) days prior to the meeting. A standing order of business for all official meetings of the Board shall be adopted by the Board, which order shall include procedures for the changes in order of business or changes to the agenda and provisions for allowing citizen comments at all Board meetings.

4. The Executive Director or his/her duly appointed representative shall be responsible for keeping minutes of all meetings of the Board. The minutes shall be reduced to writing and submitted to the Board for review at least five days prior to the request for approval at the next regular meeting. The minutes shall not be released to the public until they are approved by the Board. The Board shall adopt additional procedures for the production, context, and public inspection of the minutes.

5. The Rules of Order of the Board shall consist of the provisions of this Section and any other written procedures subsequently adopted by the Board consistent with the latest edition of Robert's Rules of Order (including all amendments made since the printing of the most recent edition).

6. In order to conduct business, a quorum must be present at each meeting. For purposes of this Board, a quorum shall be defined as any four (4) members, which quorum may include the Chairman. The Chairman is eligible to vote only to break a tie.

7. For passage, every motion shall require an affirmative vote of a majority of all Members present at the meeting, or in the event of a tie including the Chairman. All motions passed by the Board which provide for review or approval by the Municipalities shall be effective from and after approval by both Municipalities without further Board action. All motions passed by the Board which require approval of the Municipalities (except as otherwise provided herein) shall fail if either Municipality does not approve or fails to act upon such motions. The failure of a Municipality to act on any motion for a period of 65 days following the referral of such motion by the Board shall be deemed a denial of such motion by the Municipality.

8. All actions which allow for review or require approval of the Municipalities, shall be transmitted to the Municipalities within seven (7) days after the consideration by the Board, whether recommended or denied by the Board. All actions by the Municipalities shall be made in accordance with law and their procedures for hearing and passage of motions, resolutions or ordinances, as applicable.

9. Executive Sessions of the Board. The Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall be entitled to know the substance of any closed session meeting of the Board. In addition, there shall be no communication between the Board or the Executive Director and any attorney representing the Board which is privileged from disclosure to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each

Municipality. Moreover, disclosure of such communication to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall not be deemed a waiver of the attorney-client privilege. Elected officials of the municipalities may attend any closed session of the Board in order to observe but shall not participate in any closed session discussions unless said elected official is a member of the Board.

SECTION 5. EXECUTIVE DIRECTOR

5.A. Responsibilities

The Executive Director shall be responsible for the day-to-day operation of the Airport and supervision of all Airport employees, in conformity with the rules, regulations, and directions of the Board. The Executive Director shall comply with all the rules and regulations of the Federal Aviation Administration and the Illinois Department of Transportation, as applicable. The Executive Director must be accredited by the American Association of Airport Executives or in the process of receiving such accreditation. Except as to those powers and duties reserved to the Municipalities or the Board, the Executive Director may take all necessary appropriate action with respect to the operation of the Airport or as otherwise directed by the Board. The Executive Director shall make such recommendations to the Board as he/she deems appropriate with respect to the Airport and shall report to the Board on all significant actions and activities at the Airport at the regularly scheduled Board meeting. For clarification purposes, the Executive Director reports to and takes direction from the Board, not from individual Board Members, the Chairman or the Corporate Authorities.

5.B. Annual Review

The Board shall conduct an annual evaluation of the Executive Director and the performance of his/her duties, in such manner and on such occasion as the Board shall determine and shall report to the Municipalities the results of the review.

5.C. Appointment, Removal & Discipline

The appointment, removal or any disciplinary action with respect to the Executive Director shall be the responsibility of the Board. Discussion of appointment, removal or any disciplinary action shall take place in executive session. However any final action regarding appointment, removal or any disciplinary action shall take place in open session in accord with the Open Meetings Act, 5 ILCS 120/1, et seq.

SECTION 6. FINANCE

6.A. Creation of Joint Airport Fund.

For the purpose of accurately and adequately recording and accounting for the ownership, operations and funds contributed by the Municipalities to the joint undertaking evidenced by this Agreement, and for the purpose of providing the Board with monies for the necessary expenditures in carrying out the duties and functions required herein, the Municipalities hereby create a Joint Airport Fund and direct that it, and all properties therein, shall be held, supervised and maintained by the Board subject to the terms of this Agreement and applicable law. Within the Joint Airport Fund, and subject to paragraph B of this Section 6, the Board shall be authorized to create, designate and maintain such separate accounts as it shall consider proper in the sound management of its business and affairs.

6.B. Revenues and Expenditures.

Subject to the terms and provisions of any revenue bonds or other debt instrument of either of the Municipalities requiring otherwise and subject to any covenants contained in any

ordinance authorizing joint revenue bonds, each of the Municipalities hereby covenant with each other that all Revenue received from the operations of the Airport shall be received and deposited to the credit of the Joint Airport Fund. Expenditures from said Fund may be made by the Board, as authorized herein, for any purpose deemed to be authorized by law in connection with the business and affairs of the operation of the Airport. No revenue bonds or other debt obligations shall be adopted by either Municipality without the approval and consent of the other Municipality, it being the intent of the Municipalities that conflicts in provisions relating to the Joint Airport Fund be avoided.

It is understood, however, that any obligations to the State of Illinois incurred by virtue of advances being made by the State on behalf of the Municipalities have been previously approved by the Municipalities and that such Airport obligations shall not require additional approval by either of the Municipalities.

The total expenditures from the Joint Airport Fund to be made in any fiscal year shall be set forth in a budget submitted to and approved by the Municipalities as provided in Section 3 above. However, the approval of the Municipalities shall not be withheld with respect to payment of principal or interest due on an outstanding revenue bond or other debt obligation issued by either Municipality for Airport purposes.

6.C. Retailer's Occupation and Service Occupation Tax Revenue Sharing.

For the purpose of promoting and providing for compatible commercial development on the Airport property in the best interests of the Airport and without regard to the specific Municipality within which such development may occur, the Municipalities agree:

1. Each Municipality shall account to each other the local share of Retailer's Occupation and Service Occupation Tax revenues generated by all businesses located on Airport property, and by all businesses operating adjacent to Airport property but accessing

Airport property under the authority of an airport access agreement or other similar "through the fence" permit. The lesser local share tax percentage of the two Municipalities for such taxes shall be used as the amount contributed to such Revenue Sharing Fund by each Municipality. By way of example if one Municipality receives 1% as its local share of sales tax revenue and the other Municipality receives 1.5%, then each Municipality would contribute the 1% amount to the joint fund.

2. As of the date of this Amended and Restated Agreement, the local sales tax rate on general merchandise in the Village of Wheeling is 2% and in the City of Prospect Heights it is 1.5%.

3. The Municipalities shall share equally in the Revenue Sharing Fund and sharing shall be calculated annually based on a calendar year.

4. In the event a Municipality's local percentage of either tax revenue which it receives is increased in the future, then the new lesser tax percentage of the two Municipalities shall be used as the basis for determining the Revenue Sharing Fund contributions.

5. "Retailer's Occupation" and "Service Occupation" Taxes shall mean those taxes reported on form ST-1 and ST-2 to the Department of Revenue by businesses described in paragraph 1 above.

6. Revenue Sharing Fund. "Revenue Sharing Fund" shall mean an accounting function whereby the two municipalities determine and state the amount of Retailer's Occupation and Service Occupation Tax Revenue that each is required to share pursuant to the above formula.

7. By June 30 of each calendar year, each Municipality shall determine and state to the other the amount of Retailer's Occupation and Service Occupation Tax Revenue it received

in the preceding calendar year from businesses described in paragraph 1 above. Such amounts shall be added together to determine the total Revenue Sharing Fund. The Revenue Sharing Fund shall be divided in two to determine the "Revenue Share" of each municipality. The municipality whose Retailer's Occupation and Service Occupation Tax Revenue is greater than its Revenue Share, shall pay the difference between such revenue received and the Revenue Share to the other municipality. Such payment shall be made within 30 days of such calculation.

8. The parties agree and acknowledge that they need the timely cooperation from the Illinois Department of Revenue to account for the above revenue sharing provision. Each agrees to enter into and maintain an information sharing agreement with the Department of Revenue as called for in 35 ILCS 120/11. To the extent that the Department of Revenue cannot promptly deliver reports for reported taxes, the above time periods shall be extended accordingly.

9. All Department of Revenue forms referenced above shall mean any functionally similar form in the event the Department of Revenue alters its form numbering scheme.

SECTION 7. GOVERNMENTAL PURPOSE

The acquisition of any land or interest therein pursuant to this Agreement, the planning, acquisition, establishment, development, construction, improvement, maintenance, equipment, operation, regulation, protection and policing of the Airport and air navigation facilities, including the acquisition or elimination of airport hazards, and the exercise of any other powers herein granted to the Board, are hereby declared to be public and governmental functions exercised for a public purpose, and are municipal functions. All lands and other property and privileges acquired are hereby declared to be acquired for municipal, public and governmental purposes and as a matter of public necessity.

SECTION 8. REIMBURSEMENT AND PAYMENT OF EXPENDITURES

Notwithstanding any other provision of this Agreement, the Municipalities agree that neither of the Municipalities will be required to use funds other than Airport Revenues for the acquisition, operation or maintenance of the Airport in any activity related to such purposes. A Municipality may elect to use funds other than Airport Revenues for such purposes, provided, however, that such funds shall be recoverable from Airport Revenues or proceeds of Airport Obligations only with the written consent of the other Municipality.

SECTION 9. FEDERAL AND STATE LAWS, REGULATIONS AND DIRECTIVES

Notwithstanding any other provision of this Agreement, the Municipalities agree that the Airport shall be maintained and operated at all times in accordance with all federal and state laws, regulations and directives pertaining to the Airport. The Board is further designated by the Municipalities as the Airport Sponsor for purposes of any current and future federal and state grant obligations and assurances relating to the Airport, and the Board shall be responsible for compliance with all such grant obligations and assurances. To the extent any provision of this Agreement is determined by the Federal Aviation Administration or the Illinois Department of Transportation to conflict with any federal or state law, regulation or directive, then the provisions of said law, regulation and directive shall control.

SECTION 10. BUILDING CODES

With respect to the construction of all buildings, improvements and structures on Airport property by the Board or any other person, the most restrictive building code of the Municipalities shall apply (unless waived by both Municipalities), regardless of the actual municipality within which boundaries the building, improvement or structure is located.

SECTION 11. DURATION OF AGREEMENT

The duration of this Agreement shall be for the term of 10 years or for the useful life of the Airport, whichever is longer, unless sooner terminated and dissolved by operation of law or by mutual agreement of the Village and the City; provided, however, that the same shall not be dissolved by mutual agreement of the parties if such action would violate the terms or provisions of (a) any outstanding revenue obligations relating to the acquisition and development of the Airport, or (b) any grant assurances or contractual obligations with any federal or state agency. Notwithstanding the foregoing, this Agreement shall continue in full force and effect until disposition of property under Section 12 of this Agreement. In the event that the duration of this Agreement as above set forth shall be a violation of (a) the rule against perpetuities or analogous statutory provisions, or (b) the rule restricting restraints on alienation, then the duration of this Agreement shall terminate 21 years after the death of the now living descendants of George W. Bush, President of the United States.

SECTION 12. DISPOSITION OF PROPERTY UPON TERMINATION

As soon as practicable after termination of this Agreement, the City and the Village shall dispose of all property acquired under the Agreement, including surplus funds, in any manner they shall then agree upon and as approved by the Federal Aviation Administration and the State of Illinois. Upon termination of this Agreement the parties shall provide for the payment of principal and interest on outstanding Airport Obligations, if any.

SECTION 13. NOTICES

All notices and submissions provided for herein shall be sent prepaid registered mail or prepaid mail return receipt requested to the parties at the following addresses or as they may respectively specify in writing at a later date:

To the City: City of Prospect Heights
 8 North Elmhurst Road
 Prospect Heights, Illinois 60070
 Attention: City Clerk

To the Village: Village of Wheeling
 2 Community Boulevard
 Wheeling, Illinois 60090
 Attention: Village Clerk

With a copy to: Executive Director
 Chicago Executive Airport
 1020 South Plant Road
 Wheeling, Illinois 60090

SECTION 14. ENTIRETY OF AGREEMENT AND AMENDMENTS

This Agreement represents and constitutes the entire Agreement of the Village and the City as of the date hereof.

This Agreement may be amended at any time by agreement of the Village and the City, subject to the approval of the Federal Aviation Administration and the Illinois Department of Transportation, Department of Aviation, if required.

Any agreements supplemental hereto or amendatory hereof shall, to be effective and binding, be evidenced and represented by agreement in writing approved, executed and delivered in the same manner as this Agreement.

SECTION 15. SEVERABILITY

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent

jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be executed.

VILLAGE OF WHEELING

CITY OF PROSPECT HEIGHTS

By _____
Its President

By _____
Its Mayor

ATTEST:

ATTEST:

Village Clerk

City Clerk

(SEAL)

EXHIBIT D

**Amended and Restated
Intergovernmental
Agreement (IGA)
for the operation of

CHICAGO EXECUTIVE AIRPORT

between
The Village of Wheeling
and
The City of Prospect Heights**

June _____, ~~2013~~2017

An Intergovernmental Agreement
Between
The Village of Wheeling
and
The City Of Prospect Heights
for The Organization, Operation and Maintenance
of Chicago Executive Airport

Contents

| | |
|--|------|
| Section 1. General Provisions | 45 |
| 1.A. Establishment | 45 |
| 1.B. Goals and Objectives. | 5 |
| Section 2. Terms Defined | 6 |
| Section 3. Powers Reserved to the Municipalities | 67 |
| 3.A. Specific Powers. | 67 |
| 3.B. Delegated Powers. | 7 |
| 3.C. Arbitration. | 7 |
| 3.D. Joint Meetings, Call. | 8 |
| Section 4. Board | 8 |
| 4.A. The Board. | 8 |
| 4.B. Membership and Terms. | 89 |
| 4.C. Election of Other Board Officers. | 10 |
| 4.D. Vacancies | 11 |
| 4.E. General | 11 |
| 4.F. Compensation of Board Members | 11 |
| 4.G. General Powers and Duties of the Board. | 12 |
| 4.H. Board Meetings and Procedures | 14 |
| Section 5. Executive Director | 16 |
| 5.A. Responsibilities | 16 |
| 5.B. Annual Review | 17 |
| 5.C. Appointment, Removal & Discipline | 17 |
| Section 6. Finance | 1817 |
| 6.A. Creation of Joint Airport Fund. | 1817 |
| 6.B. Revenues and Expenditures. | 1918 |
| 6.C. Retailer's Occupation and Service Occupation Tax Revenue Sharing. | 2019 |

| | |
|---|-------------|
| Section 7. Governmental Purpose | <u>2120</u> |
| Section 8. Reimbursement and Payment of Expenditures | <u>2221</u> |
| Section 9. Federal and State Laws, Regulations and Directives | <u>2221</u> |
| Section 10. Building Codes | <u>2322</u> |
| Section 11. Duration of Agreement | <u>2322</u> |
| Section 12. Disposition of Property Upon Termination | <u>2322</u> |
| Section 13. Notices | <u>2423</u> |
| Section 14. Entirety of Agreement and Amendments | <u>2423</u> |
| Section 15. Severability | <u>2524</u> |

Amended and Restated
Intergovernmental Agreement between
The Village of Wheeling and the City of Prospect Heights
for the Organization, Operation and Maintenance
of Chicago Executive Airport

THIS AGREEMENT, made and entered into this ____ day of _____ June,
~~2013~~2017, by and between the Village of Wheeling, Illinois and the City Of Prospect Heights,
Illinois, (both jointly referred to herein as the "Municipalities").

WITNESSETH:

WHEREAS, the City of Prospect Heights (the "City") is an Illinois municipal corporation located in Cook County, Illinois, and the Village of Wheeling (the "Village"), is an Illinois municipal corporation located in Cook and Lake Counties, Illinois; and

WHEREAS, the City and the Village are authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq., to enter into intergovernmental agreements; and

WHEREAS, 620 ILCS 20/1 et seq. specifically authorizes intergovernmental cooperation for the joint establishment and operation of an airport and accessory facilities; and

WHEREAS, the City and the Village are each authorized, pursuant to 65 ILCS 5/11-103-1, to acquire, maintain, and operate airports and landing fields; and

WHEREAS, the Village is a home-rule municipality having all powers provided pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City and the Village, through their legislative bodies, have previously provided for the joint establishment and operation of a municipal airport; and

WHEREAS, the Village and the City previously entered into a Final Grant Agreement with the Federal Aviation Administration of the United States of America for the acquisition and development of Palwaukee Airport n/k/a Chicago Executive Airport (the "Airport"); and

WHEREAS, the Village and the City have previously entered into Agency and Participation Agreements with the State to sponsor projects for the acquisition and further development of the Airport as a public air navigation facility; and

WHEREAS, the Village and the City have heretofore entered into an Intergovernmental Agreement dated February 26, 1985, providing for the joint operation and development of the Airport (the "Original Agreement"), several amendments to the Original Agreement, and an Amended Intergovernmental Agreement, dated September 5, 1989 (the "First Amended Agreement") and other intergovernmental agreements with respect to the joint establishment and development of an airport and accessory facilities ; and

WHEREAS, on July 1, 2005, the City and Village entered into an Intergovernmental Agreement relating to the joint establishment, development and operation of the Airport which replaced and superseded the Original Agreement and the First Amended Agreement. The Intergovernmental Agreement has been amended from time to time since July 1, 2005.

WHEREAS, on December 23, 2013, the City and Village entered into an Amended and Restated Intergovernmental Agreement relating to the joint establishment, development and operation of the Airport which replaced and superseded the Original Agreement, the First Amended Agreement, and the July 1, 2005 Agreement.

WHEREAS, the Village and the City find it necessary and desirable to replace the Intergovernmental Agreement, as amended, and any other agreements relating to the joint

establishment and development of the Airport with this Amended and Restated Intergovernmental Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the City and the Village hereby agree as follows:

SECTION 1. GENERAL PROVISIONS

The above recitals are hereby incorporated as part of this agreement.

1.A. Establishment

The Municipalities hereby agree to continue to operate and maintain Chicago Executive Airport (the "Airport") (as described on Exhibit A attached hereto and by reference made a part hereof) as a public general aviation facility, in accordance with the terms and conditions set forth herein and agree that the Airport shall be known and referred to as Chicago Executive Airport.

This Agreement shall be a comprehensive amendment of the Intergovernmental Agreement and this document shall be the sole document constituting the Intergovernmental Agreement.

1.B. Goals and Objectives.

The Municipalities are joint and equal owners of the Airport and the assets thereof and shall bear equal responsibility for the maintenance and operation of the Airport and for the costs and expenses of its operation. It is further agreed, however, that neither Municipality shall be required to expend funds other than Airport Revenue for the operation of the Airport.

This Agreement is made in furtherance of the following goals and objectives:

1. to operate, manage, maintain, and provide for the local portion of any future development of the Airport out of Airport Revenues;

2. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surrounding the Airport;

3. to develop and implement community public relations activities through which residents and community organizations can express their concerns;

4. to develop and promulgate compatible zoning in areas surrounding the Airport to eliminate land use conflicts;

5. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas; and

SECTION 2. TERMS DEFINED

Airport Revenue -- Those revenues generated by the Airport from Airport operations, including but not limited to rentals, tolls, fees and charges. The term Airport Revenue shall not include, however, any revenues, fees, or taxes, which are received by either Municipality independent of ownership of the Airport, including but not limited to municipal retailer's occupation tax, real estate property taxes, utility taxes, motor fuel taxes, hotel taxes, personal income tax rebates, sales taxes, license and permit fees, special assessments, fines, gifts, and interest on investments of such funds.

Corporate Authorities -- The Mayor and the City Council of the City of Prospect Heights, and the President and Board of Trustees of the Village of Wheeling.

Debt Obligation -- Any instrument which provides for a method of financing the acquisition, operation or maintenance of the Airport.

Revenue Obligations -- Any debt instrument issued by the City, the Village or both Municipalities which instrument is secured solely by Airport Revenues and any credit-enhancement devices, including but not limited to letters of credit, bond insurance or other devices used to enhance the marketability of any obligations.

SECTION 3. POWERS RESERVED TO THE MUNICIPALITIES

3.A. Specific Powers.

The following powers are specifically reserved to the Municipalities:

1. appointment of the Chairman and Members of the Chicago Executive Airport Board of Directors (hereinafter, the "Board"), subject to the provisions of this Intergovernmental Agreement;
2. approval of the Airport Layout Plan submitted to the Federal Aviation Administration and the State of Illinois, rules, regulations and minimum standards for the operation of the Airport ("Governance Documents");
3. approval of any agreements with lessees, businesses or other parties operating at the Airport, which proposed agreements provide for airport access, "through the fence operations" or otherwise do not conform with the Governance Documents;
4. approval of any Debt Obligation or Revenue Obligation, as defined above;
5. approval of the annual budget of the Airport and the Board, provided that if either Municipality fails to approve the proposed budget, the Board is authorized to proceed with funding and expenditures on a temporary basis under the prior year's approved budget until such time as the Municipalities approve the current budget;
6. approval of any land acquisition for the Airport.

3.B. Delegated Powers.

All other powers and duties related to the Airport shall be exercised by the Board pursuant to Section 4 hereof.

3.C. Arbitration.

In the event that the Municipalities are not in agreement with respect to a specific exercise of the powers reserved to them, and such disagreement continues for a period of more than 90 days, then the disagreement shall be submitted by the Board to the American Arbitration Association (the "Association") for binding arbitration and resolution of the disagreement in accordance with the rules and procedures of the Association. The arbitrator selected through the Association shall be a person with prior experience relating to general aviation, and all costs of arbitration shall be equally divided between and paid by the Municipalities. The standard to be used by the arbitrator is the best interests of the Airport in accordance with the Airport's goals as stated herein; provided that any decision by the arbitrator shall not violate the provisions of this Agreement.

3.D. Joint Meetings, Call.

1. There shall also be a joint meeting of the Airport Board, the City Council, and the Village Board of Trustees, and attended by the Airport Manager, to be held one time per year during the third quarter of each calendar year, on a date and time to be determined by the City Mayor and the Village President. ~~The location of the meetings shall be held at a site alternating between each Municipality. The agenda for such meetings shall be prepared jointly by the Airport Manager, Village President and City Mayor, but shall include an annual report on the operations and financial condition of the Airport.~~

2. A special joint meeting of the Airport Board, the City Council, and the Village Board of Trustees may be called by agreement of the Mayor of the City and the President of the Village.

SECTION 4. BOARD

4.A. The Board.

The Board shall be known as the Chicago Executive Airport Board of Directors (the "Board") which shall have those powers and duties set forth herein. The existing board at the time of the approval of this Amended and Restated Intergovernmental Agreement will continue as then constituted with the term of office for Board Members and officers to remain unaffected.

4.B. Membership and Terms.

1. The Board shall consist of seven (7) members — a Chairman, three (3) Members appointed by the Mayor of the City with the approval of the City Council, and three (3) Members appointed by the Village President with the approval of the Board of Trustees. While not required to do so, either the Village or the City may appoint up to one (1) elected official of the Village or the City to be a Member of the Board. No elected officer of the Village or the City is eligible to serve as the Chairman of the Board.

2. The Members appointed by the Mayor of the City shall be residents of the City, and the Members appointed by the Village President shall be residents of the Village.

3. All Board Member appointments shall be for terms of three (3) years, except for the Chairman, whose term shall be four (4) years as provided for in Section 4.B(7). Each Municipality may provide for term limits for its appointed members.

4. Vacancies on the Board shall be filled as promptly as possible by the appropriate appointing authorities. Appointments to fill any vacancy shall be for the remainder of the vacant term.

5. In addition to the other duties and responsibilities of the Members as set forth herein, it shall be the responsibility of the Members to keep their respective appointing Municipality informed as to events and issues at the Airport in such a manner and in such a form as may be established by the respective appointing Municipality.

6. Any Member shall be subject to removal in accordance with the policies and procedures adopted by such Member's Municipality. A Member having been duly appointed shall otherwise continue to serve after the expiration of his term until his successor has been appointed. No Member appointed shall have a direct financial interest, gain or income from any operations at the Airport at any time during the Member's term.

7. The Chairman of the Board shall be selected and appointed by the joint decision of the Mayor of the City and the Village President of the Village. Each Municipality may establish its own procedures for directing the Mayor or the President, respectively, in making his or her appointment of a Chairman. The Chairman shall have no direct financial gain or income from any operations of any user at the Airport. The Chairman may be, but shall not be required to be, a resident of either the Village or the City. The Chairman shall serve a term of four (4) years. No Chairman shall serve for more than two consecutive terms. The Chairman may only be removed from office upon the joint agreement of the Mayor of the City and the President of the Village, or if he/she is unwilling or unable to act.

8. The Chairman shall be the presiding officer at all meetings of the Board. The Chairman shall be considered a Member of the Board, shall only vote on matters in the event of a

tie vote by the Members and shall have the right to participate in debate and discussion. The Chairman shall act as official spokesperson of the Board and shall perform all additional duties as may be directed by the Board, or as prescribed under the Board's rules or orders. Except as provided for in this Section 4.B(8) and Section 4.E, the Chairman shall have no other duties or authority.

4.C. Election of Other Board Officers.

1. The Board shall elect from its own members a Vice Chairman, Secretary, and Treasurer. Election of these offices shall take place in the first instance at the first meeting of the Board, and thereafter during the regularly scheduled Board meeting during the month of February. The term for each office shall be for one year, from March through February.

2. The Vice-Chairman shall assume all of the duties and the obligations of the Chairman upon the temporary absence or temporary disability of the Chairman, or other interim period created by a vacancy in the office of Chairman. Any person who has served as vice chairman and has assumed the duties of the Chairman for a period of greater than one year upon a vacancy in the office of Chairman which lasted for a period of greater than one year shall not be eligible to serve as Vice-Chairman, irrespective of whether such vacancy in the office of chairman occurred prior to the effective date of this Amended and Restated Intergovernmental Agreement.

3. The Secretary shall perform the duties and responsibilities as prescribed by the Board.

4. The Treasurer shall perform the duties and responsibilities as prescribed by the Board.

4.D. Vacancies

Upon the resignation, removal, or permanent disability of the Vice Chairman, Secretary or Treasurer of the Board, or any other circumstance that would leave a vacancy of an office, the Board upon notice of such occurrence shall at the next regular meeting of the Board hold a special election to fill said vacancy. An officer elected by special election shall serve only the remainder of the year term left open by his predecessor.

4.E. General

There shall be no restriction on the number of times any Member may hold office. The terms of regularly elected officers are concurrent. In order to be elected to office, a nominee must receive more votes than any other nominee. The nominee is not required to receive a majority of all appointed Board Members. In the event an election is tied, the Chairman shall call for one additional vote. If a tie occurs on the second vote, the Chairman shall appoint the office from one of the nominees tied for the office in the last vote.

4.F. Compensation of Board Members

The Chairman shall receive a monthly stipend of \$300 ~~and an additional \$100 for each regular monthly Board meeting attended (special meetings shall not be compensated), and the~~ 400, and the other appointed Members of the Board shall receive a monthly stipend of \$150 ~~and an additional \$100 for each regular Board meeting attended~~ 250, so long as they hold such office, unless otherwise prohibited by law. The Chairman and Members shall be entitled to reimbursement for all expenses reasonably incurred in carrying out the duties and responsibilities of the Board, provided a Member receives approval of such reimbursement of expenses by a majority vote of the Board.

4.G. General Powers and Duties of the Board.

The Board shall have the following powers and duties:

1. to define the duties and responsibilities of the Secretary and Treasurer and any additional duties of the Chairman of the Board;
2. to propose for approval by the Municipalities an annual budget for the Airport in accordance with Section 3.A.3 above;
3. to designate within said annual budget the specific line item budgeted amounts and, after approval of the budget and as reasonably appropriate, to transfer category amounts within the same budget department;
4. to enter into contracts for and make expenditures for items in the annual budget of the Board;
5. to conduct such studies and to develop such programs, recommendations, or findings as may be requested by the Village and the City;
6. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surround the Airport;
7. to develop and implement community public relations activities through which residents and community organizations can express their concerns;
8. to develop and implement noise abatement practices and procedures in order to decrease and maintain Airport-generated noise levels;
9. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas;

10. to develop and implement plans for storm water management within the Airport to assist in the reduction of flooding in surrounding areas;
11. to make recommendations to the Village and City on private financing of Airport improvements, studies, and land acquisitions;
12. to evaluate and provide direction to the Executive Director;
13. to recommend amendments to this Intergovernmental Agreement between the Village and the City;
14. to review and recommend for approval by the Municipalities an Airport Layout Plan for the Airport;
15. to enter into any fixed base operator agreements, land leases, rental agreements and all other agreements;
16. to submit grant applications to Federal and State agencies for improvements, studies or land acquisition associated with the Airport, provided that such projects are within the approved Airport Layout Plan;
17. to submit and execute on behalf of the Municipalities all other documents, agreements, assurances and contracts with any federal or state agencies pursuant to projects within the approved Airport Layout Plan;
18. to employ or enter into budgeted contracts of employment of any person, firm, corporation, and for professional services, necessary and desirable for the accomplishment of the Objectives and the proper administration, management, protection or control of the Airport;
19. to recommend amendments to the Governance Documents;
20. to set rates and charges for airport usage;

21. to sue in its own name and on behalf of the Municipalities with the approval of both Municipalities for Airport related matters; and

22. to exercise all other powers, not specifically reserved to the City and the Village, which are incidental, necessary, convenient or desirable to carry out and effectuate the specific powers provided above or for the operation and maintenance of the Airport as a general aviation facility.

4.H. Board Meetings and Procedures

1. The Board shall hold one regular monthly meeting at such time as designated by the Board. The meetings shall be held in the Board Chambers located at the Airport. All meetings of the Board shall be open and held in accordance with the provisions of the "Open Meetings Act", 5 ILCS 120/1 et seq., as amended from time to time. Any written notices required to be given shall be posted at the administrative offices of the Airport and at the site at which the meeting will be held.

2. Special meetings may be called by the Chairman or any three Members of the Board provided all Members are given a written notice 48 hours in advance of the special meeting. Appropriate public notice shall be issued pursuant to the "Open Meetings Act".

3. An agenda for regular and special meetings shall be prepared by the Executive Director and approved by the Chairman and shall be delivered to all Members of the Board five days prior to the meeting. Any Board Member shall be allowed to place a subject on the agenda provided such subject is submitted seven (7) days prior to the meeting. A standing order of business for all official meetings of the Board shall be adopted by the Board, which order shall include procedures for the changes in order of business or changes to the agenda and provisions for allowing citizen comments at all Board meetings.

4. The Executive Director or his/her duly appointed representative shall be responsible for keeping minutes of all meetings of the Board. The minutes shall be reduced to writing and submitted to the Board for review at least five days prior to the request for approval at the next regular meeting. The minutes shall not be released to the public until they are approved by the Board. The Board shall adopt additional procedures for the production, context, and public inspection of the minutes.

5. The Rules of Order of the Board shall consist of the provisions of this Section and any other written procedures subsequently adopted by the Board consistent with the latest edition of Robert's Rules of Order (including all amendments made since the printing of the most recent edition).

6. In order to conduct business, a quorum must be present at each meeting. For purposes of this Board, a quorum shall be defined as any four (4) members, which quorum may include the Chairman. The Chairman is eligible to vote only to break a tie.

7. For passage, every motion shall require an affirmative vote of a majority of all Members present at the meeting, or in the event of a tie including the Chairman. All motions passed by the Board which provide for review or approval by the Municipalities shall be effective from and after approval by both Municipalities without further Board action. All motions passed by the Board which require approval of the Municipalities (except as otherwise provided herein) shall fail if either Municipality does not approve or fails to act upon such motions. The failure of a Municipality to act on any motion for a period of 65 days following the referral of such motion by the Board shall be deemed a denial of such motion by the Municipality.

8. All actions which allow for review or require approval of the Municipalities, shall be transmitted to the Municipalities within seven (7) days after the consideration by the Board,

whether recommended or denied by the Board. All actions by the Municipalities shall be made in accordance with law and their procedures for hearing and passage of motions, resolutions or ordinances, as applicable.

9. **Executive Sessions of the Board.** The Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall be entitled to know the substance of any closed session meeting of the Board. In addition, there shall be no communication between the Board or the ~~Airport Manager~~Executive Director and any attorney representing the Board which is privileged from disclosure to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality. Moreover, disclosure of such communication to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall not be deemed a waiver of the attorney-client privilege. Elected officials of the municipalities may attend any closed session of the Board in order to observe but shall not participate in any closed session discussions unless said elected official is a member of the Board.

SECTION 5. EXECUTIVE DIRECTOR

5.A. Responsibilities

The Executive Director shall be responsible for the day-to-day operation of the Airport and supervision of all Airport employees, in conformity with the rules, regulations, and directions of the Board. The Executive Director shall comply with all the rules and regulations of the Federal Aviation Administration and the Illinois Department of Transportation, as applicable. The Executive Director must be accredited by the American Association of Airport Executives or in the process of receiving such accreditation. Except as to those powers and duties reserved to the

Municipalities or the Board, the Executive Director may take all necessary appropriate action with respect to the operation of the Airport or as otherwise directed by the Board. The Executive Director shall make such recommendations to the Board as he/she deems appropriate with respect to the Airport and shall report to the Board on all significant actions and activities at the Airport at the regularly scheduled Board meeting. For clarification purposes, the Executive Director reports to and takes direction from the Board, not from individual Board Members, the Chairman or the Corporate Authorities.

5.B. Annual Review

The Board shall conduct an annual evaluation of the Executive Director and the performance of his/her duties, in such manner and on such occasion as the Board shall determine and shall report to the Municipalities the results of the review.

5.C. Appointment, Removal & Discipline

~~1.~~ The appointment, removal or any disciplinary action with respect to the Executive Director shall be the responsibility of the Board. Discussion of appointment, removal or any disciplinary action shall take place in executive session. However any final action regarding appointment, removal or any disciplinary action shall take place in open session in accord with the Open Meetings Act, 5 ILCS 120/1, et seq.

~~2. Reversion to Municipalities. Either municipality may call for and effect the transfer of authority for the appointment, removal or discipline of the Executive Director to the municipalities as set forth in this paragraph.~~

~~(i) Either Municipality may send a notice entitled "notice of transfer of authority over executive director" ("Notice of Transfer") to the other municipality.~~

~~(ii) Such Notice of Transfer may be sent to the other municipality and Airport Board in writing only within the 60 days after the 3 year anniversary of the effective date of this Amended and Restated Intergovernmental Agreement.~~

~~(iii) If no such Notice of Transfer is sent, the authority over the Executive Director shall remain with the Airport Board for another period of 3 years from the anniversary of the effective date of this Amended and Restated Intergovernmental Agreement.~~

~~(iv) The right of either municipality to issue a Notice of Transfer as set forth above shall arise every three (3) years from the anniversary of the effective date of this Amended and Restated Intergovernmental Agreement and shall remain open for 60 days from such anniversary date during the term of the IGA in accordance with this paragraph.~~

~~(v) If such Notice of Transfer is sent in a timely manner, the IGA shall be deemed amended so that the authority to appoint, discipline and remove the Executive Director shall be deemed moved from section 5.C.1 to Section 3.A.7. All actions with respect to such power may then be taken only by the Municipalities acting jointly.~~

~~(vi) This paragraph in no way limits the authority of the municipalities to jointly amend the IGA in accordance with Section 14 below.~~

SECTION 6. FINANCE

6.A. Creation of Joint Airport Fund.

For the purpose of accurately and adequately recording and accounting for the ownership, operations and funds contributed by the Municipalities to the joint undertaking evidenced by this Agreement, and for the purpose of providing the Board with monies for the necessary expenditures in carrying out the duties and functions required herein, the Municipalities hereby create a Joint Airport Fund and direct that it, and all properties therein, shall be held, supervised and maintained by the Board subject to the terms of this Agreement and applicable law. Within the Joint Airport Fund, and subject to paragraph B of this Section 6, the Board shall be authorized to create, designate and maintain such separate accounts as it shall consider proper in the sound management of its business and affairs.

6.B. Revenues and Expenditures.

Subject to the terms and provisions of any revenue bonds or other debt instrument of either of the Municipalities requiring otherwise and subject to any covenants contained in any ordinance authorizing joint revenue bonds, each of the Municipalities hereby covenant with each other that all Revenue received from the operations of the Airport shall be received and deposited to the credit of the Joint Airport Fund. Expenditures from said Fund may be made by the Board, as authorized herein, for any purpose deemed to be authorized by law in connection with the business and affairs of the operation of the Airport. No revenue bonds or other debt obligations shall be adopted by either Municipality without the approval and consent of the other Municipality, it being the intent of the Municipalities that conflicts in provisions relating to the Joint Airport Fund be avoided.

It is understood, however, that any obligations to the State of Illinois incurred by virtue of advances being made by the State on behalf of the Municipalities have been previously approved by the Municipalities and that such Airport obligations shall not require additional approval by either of the Municipalities.

The total expenditures from the Joint Airport Fund to be made in any fiscal year shall be set forth in a budget submitted to and approved by the Municipalities as provided in Section 3 above. However, the approval of the Municipalities shall not be withheld with respect to payment of principal or interest due on an outstanding revenue bond or other debt obligation issued by either Municipality for Airport purposes.

6.C. Retailer's Occupation and Service Occupation Tax Revenue Sharing.

For the purpose of promoting and providing for compatible commercial development on the Airport property in the best interests of the Airport and without regard to the specific Municipality within which such development may occur, the Municipalities agree:

1. Each Municipality shall account to each other the local share of Retailer's Occupation and Service Occupation Tax revenues generated by all businesses located on Airport property, and by all businesses operating adjacent to Airport property but accessing Airport property under the authority of an airport access agreement or other similar "through the fence" permit. The lesser local share tax percentage of the two Municipalities for such taxes shall be used as the amount contributed to such Revenue Sharing Fund by each Municipality. By way of example if one Municipality receives 1% as its local share of sales tax revenue and the other Municipality receives 1.5%, then each Municipality would contribute the 1% amount to the joint fund.

2. As of the date of this Amended and Restated Agreement, the local sales tax rate on general merchandise in the Village of Wheeling is 2% and in the City of Prospect Heights it is 1.5%.

3. The Municipalities shall share equally in the Revenue Sharing Fund and sharing shall be calculated annually based on a calendar year.

4. In the event a Municipality's local percentage of either tax revenue which it receives is increased in the future, then the new lesser tax percentage of the two Municipalities shall be used as the basis for determining the Revenue Sharing Fund contributions.

5. "Retailer's Occupation" and "Service Occupation" Taxes shall mean those taxes reported on form ST-1 and ST-2 to the Department of Revenue by businesses described in paragraph 1 above.

6. Revenue Sharing Fund. "Revenue Sharing Fund" shall mean an accounting function whereby the two municipalities determine and state the amount of Retailer's Occupation and Service Occupation Tax Revenue that each is required to share pursuant to the above formula.

7. By June 30 of each calendar year, each Municipality shall determine and state to the other the amount of Retailer's Occupation and Service Occupation Tax Revenue it received in the preceding calendar year from businesses described in paragraph 1 above. Such amounts shall be added together to determine the total Revenue Sharing Fund. The Revenue Sharing Fund shall be divided in two to determine the "Revenue Share" of each municipality. The municipality whose Retailer's Occupation and Service Occupation Tax Revenue is greater than its Revenue Share, shall pay the difference between such revenue received and the Revenue Share to the other municipality. Such payment shall be made within 30 days of such calculation.

8. The parties agree and acknowledge that they need the timely cooperation from the Illinois Department of Revenue to account for the above revenue sharing provision. Each agrees to enter into and maintain an information sharing agreement with the Department of Revenue as called for in 35 ILCS 120/11. To the extent that the Department of Revenue cannot promptly deliver reports for reported taxes, the above time periods shall be extended accordingly.

9. All Department of Revenue forms referenced above shall mean any functionally similar form in the event the Department of Revenue alters its form numbering scheme.

SECTION 7. GOVERNMENTAL PURPOSE

The acquisition of any land or interest therein pursuant to this Agreement, the planning, acquisition, establishment, development, construction, improvement, maintenance, equipment, operation, regulation, protection and policing of the Airport and air navigation facilities, including the acquisition or elimination of airport hazards, and the exercise of any other powers herein granted to the Board, are hereby declared to be public and governmental functions exercised for a public purpose, and are municipal functions. All lands and other property and privileges acquired are hereby declared to be acquired for municipal, public and governmental purposes and as a matter of public necessity.

SECTION 8. REIMBURSEMENT AND PAYMENT OF EXPENDITURES

Notwithstanding any other provision of this Agreement, the Municipalities agree that neither of the Municipalities will be required to use funds other than Airport Revenues for the acquisition, operation or maintenance of the Airport in any activity related to such purposes. A Municipality may elect to use funds other than Airport Revenues for such purposes, provided, however, that such funds shall be recoverable from Airport Revenues or proceeds of Airport Obligations only with the written consent of the other Municipality.

SECTION 9. FEDERAL AND STATE LAWS, REGULATIONS AND DIRECTIVES

Notwithstanding any other provision of this Agreement, the Municipalities agree that the Airport shall be maintained and operated at all times in accordance with all federal and state laws, regulations and directives pertaining to the Airport. The Board is further designated by the Municipalities as the Airport Sponsor for purposes of any current and future federal and state grant obligations and assurances relating to the Airport, and the Board shall be responsible for

compliance with all such grant obligations and assurances. To the extent any provision of this Agreement is determined by the Federal Aviation Administration or the Illinois Department of Transportation to conflict with any federal or state law, regulation or directive, then the provisions of said law, regulation and directive shall control.

SECTION 10. BUILDING CODES

With respect to the construction of all buildings, improvements and structures on Airport property by the Board or any other person, the most restrictive building code of the Municipalities shall apply (unless waived by both Municipalities), regardless of the actual municipality within which boundaries the building, improvement or structure is located.

SECTION 11. DURATION OF AGREEMENT

The duration of this Agreement shall be for the term of 10 years or for the useful life of the Airport, whichever is longer, unless sooner terminated and dissolved by operation of law or by mutual agreement of the Village and the City; provided, however, that the same shall not be dissolved by mutual agreement of the parties if such action would violate the terms or provisions of (a) any outstanding revenue obligations relating to the acquisition and development of the Airport, or (b) any grant assurances or contractual obligations with any federal or state agency. Notwithstanding the foregoing, this Agreement shall continue in full force and effect until disposition of property under Section 12 of this Agreement. In the event that the duration of this Agreement as above set forth shall be a violation of (a) the rule against perpetuities or analogous statutory provisions, or (b) the rule restricting restraints on alienation, then the duration of this Agreement shall terminate 21 years after the death of the now living descendants of George W. Bush, President of the United States.

SECTION 12. DISPOSITION OF PROPERTY UPON TERMINATION

As soon as practicable after termination of this Agreement, the City and the Village shall dispose of all property acquired under the Agreement, including surplus funds, in any manner they shall then agree upon and as approved by the Federal Aviation Administration and the State of Illinois. Upon termination of this Agreement the parties shall provide for the payment of principal and interest on outstanding Airport Obligations, if any.

SECTION 13. NOTICES

All notices and submissions provided for herein shall be sent prepaid registered mail or prepaid mail return receipt requested to the parties at the following addresses or as they may respectively specify in writing at a later date:

To the City: City of Prospect Heights
 8 North Elmhurst Road
 Prospect Heights, Illinois 60070
 Attention: City Clerk

To the Village: Village of Wheeling
 2 Community Boulevard
 Wheeling, Illinois 60090
 Attention: Village Clerk

With a copy to: Executive Director
 Chicago Executive Airport
 1020 South Plant Road
 Wheeling, Illinois 60090

SECTION 14. ENTIRETY OF AGREEMENT AND AMENDMENTS

This Agreement represents and constitutes the entire Agreement of the Village and the City as of the date hereof.

This Agreement may be amended at any time by agreement of the Village and the City, subject to the approval of the Federal Aviation Administration and the Illinois Department of Transportation, Department of Aviation, if required.

Any agreements supplemental hereto or amendatory hereof shall, to be effective and binding, be evidenced and represented by agreement in writing approved, executed and delivered in the same manner as this Agreement.

SECTION 15. SEVERABILITY

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be executed.

VILLAGE OF WHEELING

CITY OF PROSPECT HEIGHTS

By _____
Its President

By _____
Its Mayor

ATTEST:

ATTEST:

Village Clerk

City Clerk

(SEAL)

| | |
|---|-----------|
| Summary report: | |
| Litéra® Change-Pro 7.5.0.221 Document comparison done on 5/26/2017 | |
| 3:42:09 PM | |
| Style name: Default Style | |
| Intelligent Table Comparison: Active | |
| Original DMS: iw://HC07-DMS1/Rockford1/71317906/1 | |
| Modified DMS: iw://HC07-DMS1/Rockford1/71317906/2 | |
| Changes: | |
| Add | 36 |
| Delete | 51 |
| Move From | 1 |
| Move To | 1 |
| Table Insert | 0 |
| Table Delete | 0 |
| Table moves to | 0 |
| Table moves from | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| Total Changes: | 89 |

To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator *Joe Wade*

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

Date: August 23, 2017

Background

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

Information

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

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

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

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

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

Analysis

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

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

Recommendation

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

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

PARKING LEASE

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

RECITALS

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

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

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

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

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

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

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

4. **RENT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **ALTERATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **ENVIRONMENTAL PROTECTION.**

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

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

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

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

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

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

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

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

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

21. **DEFAULT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **SUBORDINATION; ESTOPPEL.**

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

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

31. **MISCELLANEOUS.**

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

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

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

If to Landlord:

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

with a copy to:

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

If to Tenant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____

Name: Kendall Hodge

Title: Director of Real Estate & Facilities

TENANT:

CITY OF PROSPECT HEIGHTS

By: _____

Name: _____

Title: _____

Schedule of Exhibits

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

Continued

EXHIBIT A

Leased Premises

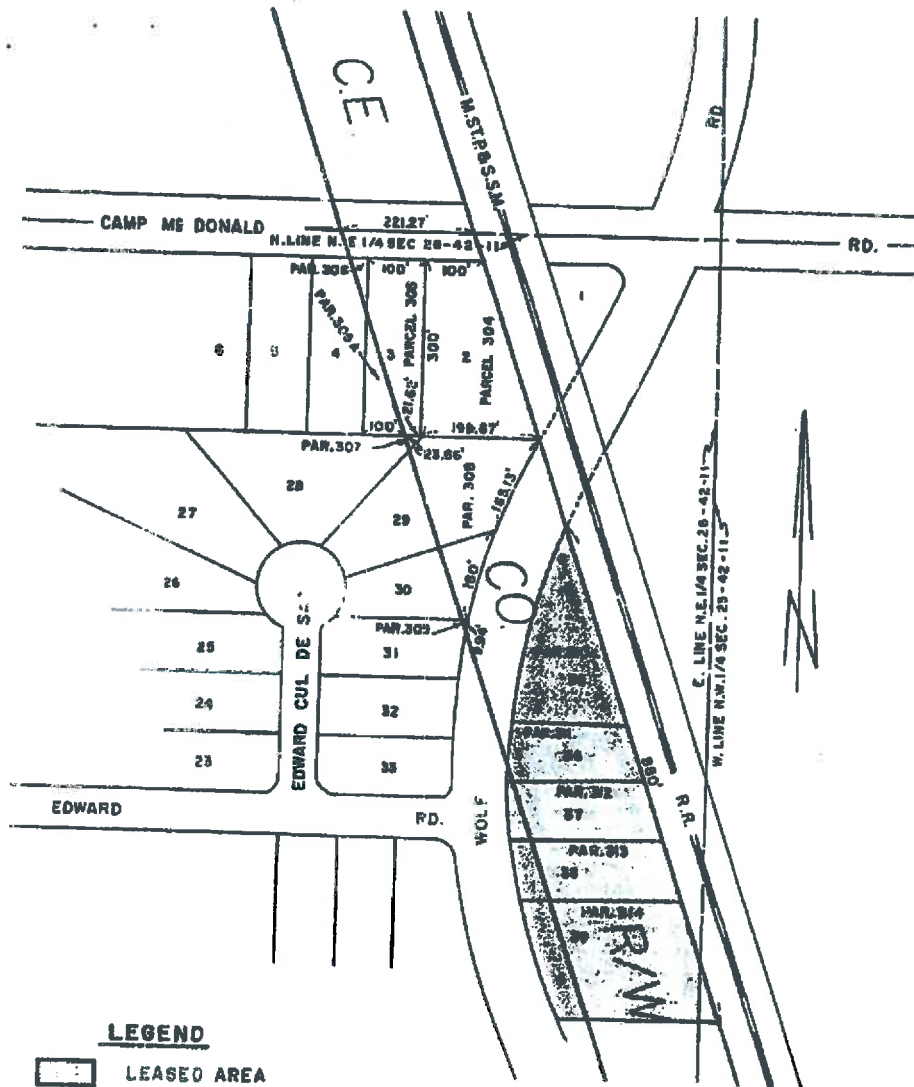


EXHIBIT "A"

DES PLAINES-WAUKEGAN R/W
PROSPECT HEIGHTS, ILLINOIS

DATE 10-20-95
SCALE 1" = 200'

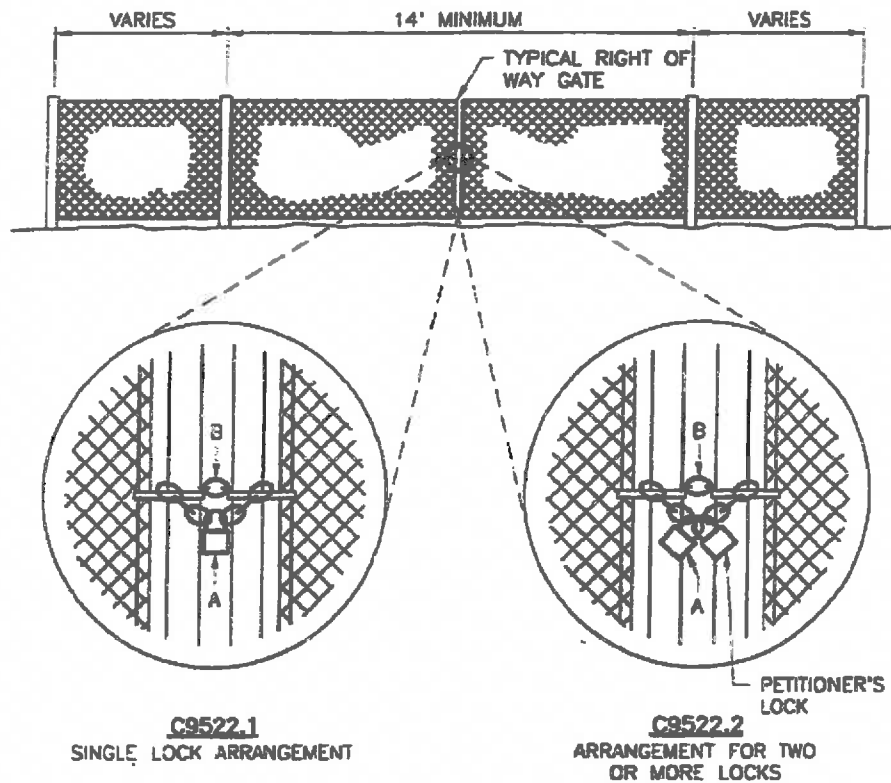
EXHIBIT B

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

EXHIBIT C-1

CONFIDENTIAL

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



| ITEM | DESCRIPTION | EM | S.I. | UNIT | QUANTITY | |
|------|---|----|--------|------|----------|----|
| | | | | | .1 | .2 |
| A | LOCK, PADLOCK, SHACKLE OPENING 1 1/2" IN. X 3/8 IN. PLATED STEEL | - | 716027 | EA. | 1 | 1 |
| B | STRAIGHT LINK CHAIN, HOT DIPPED GALVANIZED (1) | - | 786755 | FT. | 3 | 3 |

ENGINEERING INFORMATION

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

TRANSMISSION RELIABILITY AND STANDARDS

COMMONWEALTH EDISON COMPANY
 SYSTEM STANDARD

X-T-S-C-E-
 REVISION

ACAD

EXHIBIT C-2

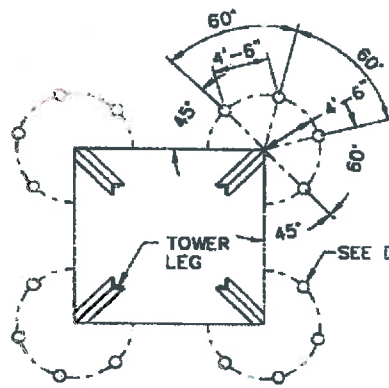
8-1-00
C9520
PAGE 1 OF 7

CONSTRUCTION SPECIFICATION
REVISED SPECIFICATION DATED 1-15-99

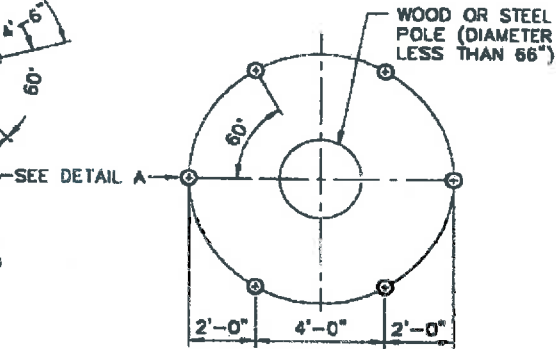
8-1-00
C9520
PAGE 1 OF 7

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

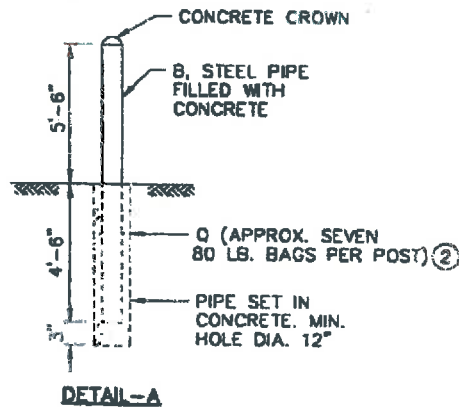
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)
C9520.1_



PLAN
TYPICAL TOWER LEG PROTECTION
C9520.11



PLAN
TYPICAL WOOD OR STEEL POLE PROTECTION
C9520.12



DETAIL-A

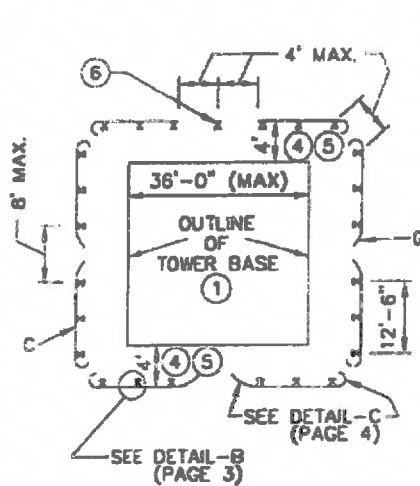
Continued STANDARD SPECIFICATION

© 1998 Commonwealth Edison
All Rights Reserved

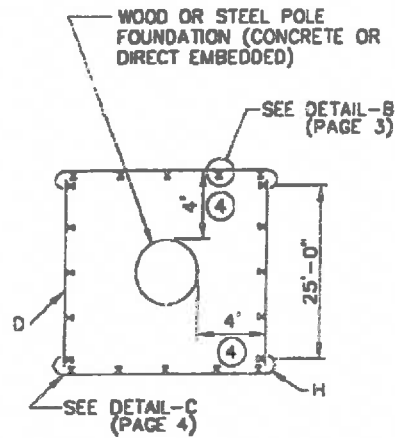
DISTRIBUTION CODE: X

ACAD

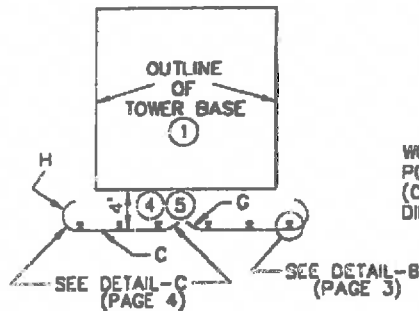
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
 C9520.2



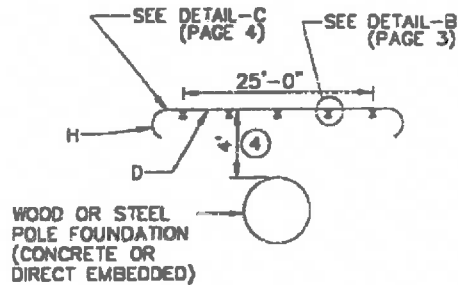
PLAN
 TYPICAL TOWER PROTECTION
 ON ALL SIDES
 C9520.21



PLAN
 TYPICAL POLE PROTECTION
 ON ALL SIDES
 C9520.22

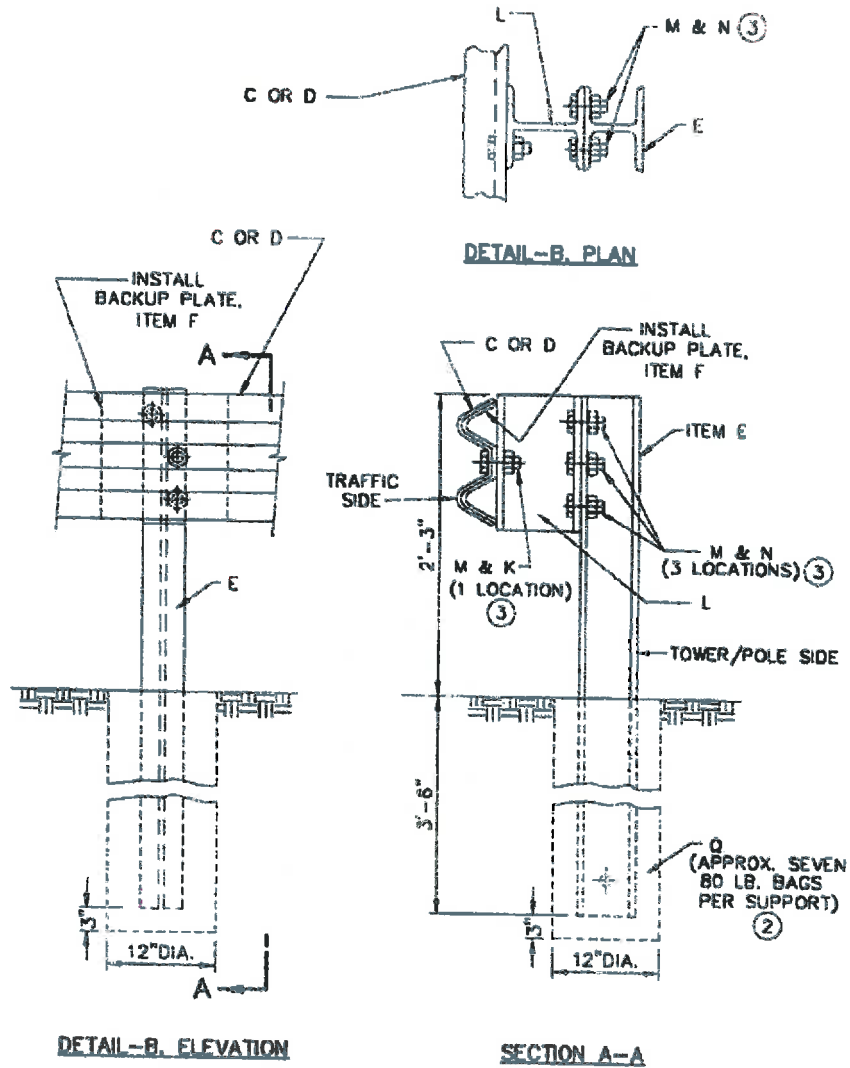


PLAN
 TYPICAL TOWER PROTECTION
 ON ONE SIDE
 C9520.23



PLAN
 TYPICAL POLE PROTECTION
 ON ONE SIDE
 C9520.24

GUARDRAIL SUPPORT DETAILS, C9520.2_

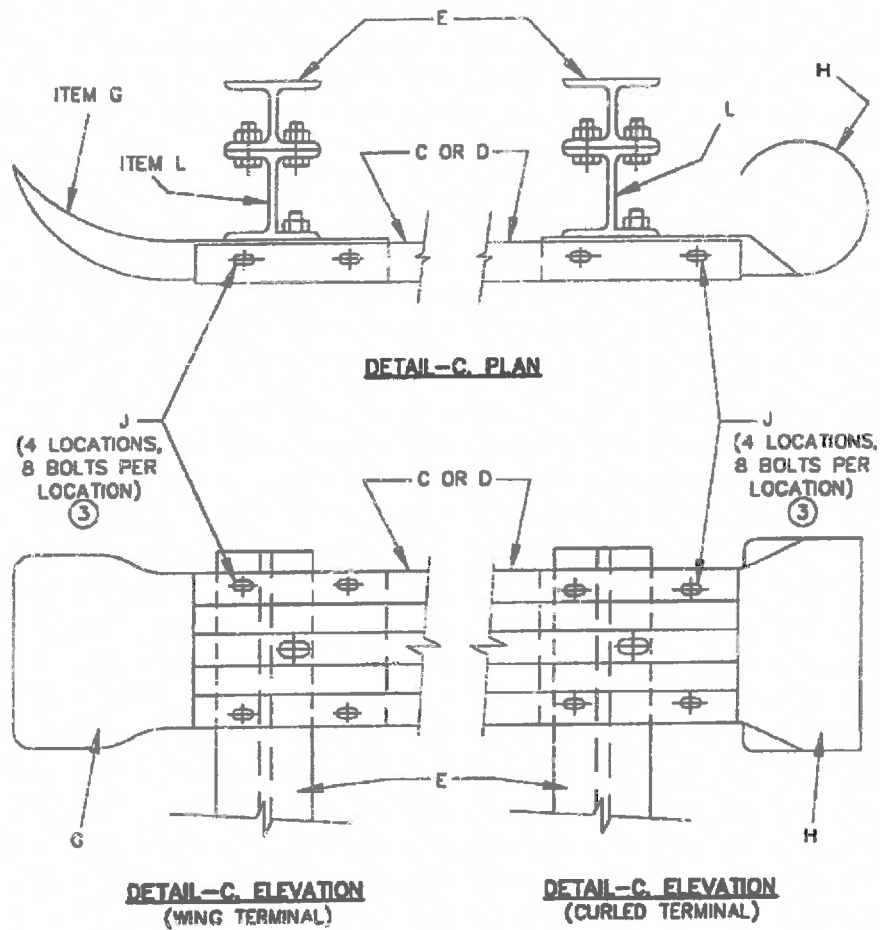


ComEd STANDARD SPECIFICATION

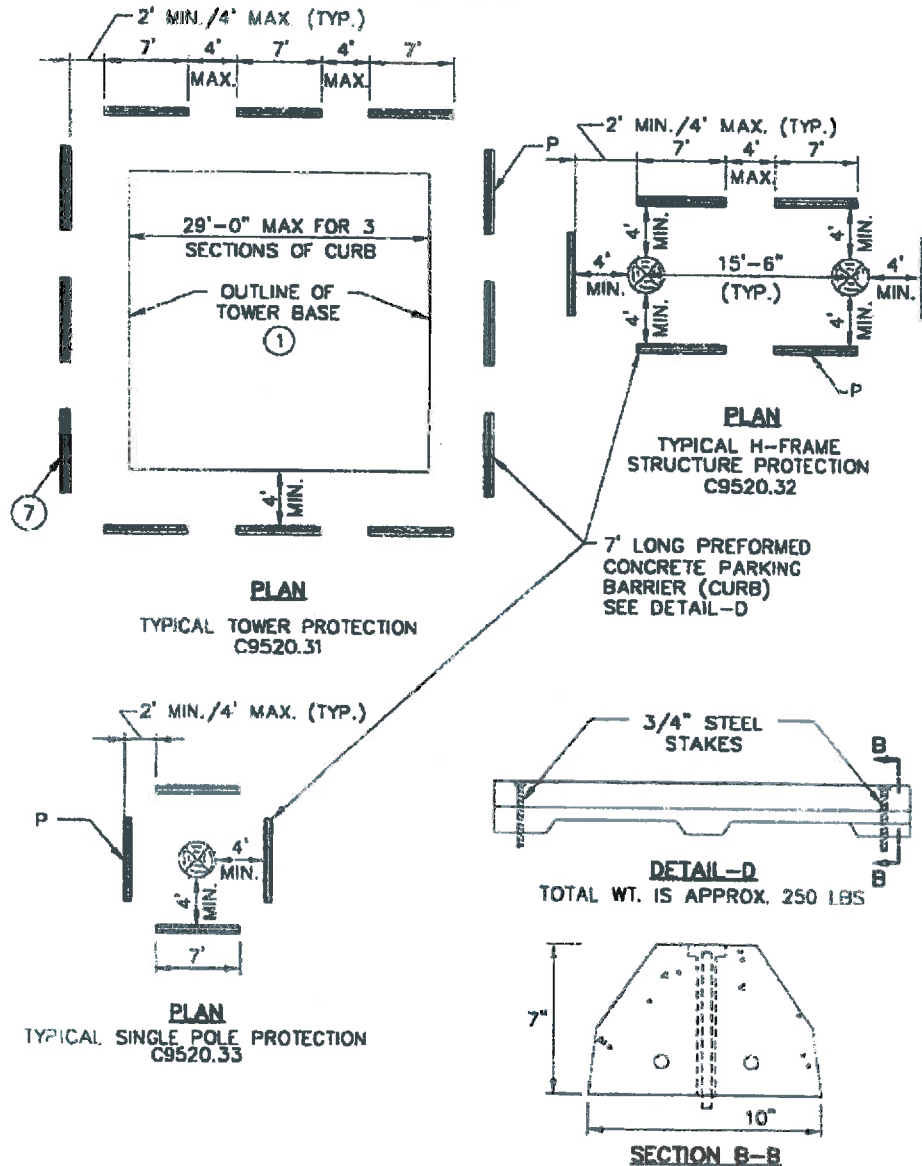
©1998 Commonwealth Edison,
 All Rights Reserved

ACAD

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2_



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



APPLICATION

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

INFORMATION

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

| ITEM | DESCRIPTION | EM | SI | UNIT | QUANTITY | | | | | | | | |
|------|--|------------------|--------|------|----------|-----|-----|-----|-----|-----|-----|-----|-----|
| | | | | | .11 | .12 | .21 | .22 | .23 | .24 | .31 | .32 | .33 |
| A | | | | | | | | | | | | | |
| B | CONDUIT, RIGID, STEEL, 5 IN. IPS. GALV., 10 FT. LONG. | | 376232 | EA | 16 | 8 | | | | | | | |
| C | GUARD RAIL, BEAM TYPE, 13'-8 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180). | 10220 ITEM 1 | 386003 | EA | | | 8 | | 2 | | | | |
| D | GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180). | 10220 ITEM 2 | 386004 | EA | | | | 4 | | 1 | | | |
| E | 1 BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9. | 10220 ITEM 3 | 386005 | EA | | | 25 | 20 | 6 | 5 | | | |
| F | BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED. | 10220 ITEM 4 | 386006 | EA | | | 8 | 12 | 2 | 3 | | | |
| G | WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180) | 10220 ITEM 5 | 386007 | EA | | | 8 | | 2 | | | | |
| H | CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180) | 10220 ITEM 6 | 386008 | EA | | | 8 | 4 | 2 | 2 | | | |
| J | BOLT, CARRIAGE 5/8" DIA. X 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED | 10220 ITEM 7 | 386009 | EA | | | 128 | 32 | 32 | 16 | | | |
| K | WASHER 3" X 1 3/4" X 3/16" THICK (6 GAGE WASHER) A36 STEEL HOT DIPPED GALV. | 10220 ITEM 8 | 386011 | EA | | | 24 | 20 | 6 | 5 | | | |
| L | 1 BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT. | 10220 ITEM 9 | 386010 | EA | | | 24 | 20 | 6 | 5 | | | |
| M | MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A363 | 10257 | 621602 | EA | | | 96 | 80 | 24 | 20 | | | |
| N | 5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED) | 10220 ITEM 11 | 532666 | EA | | | 168 | 140 | 42 | 35 | | | |
| P | CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 16" STEEL STAKES | | 247982 | EA | | | | | | | 12 | 6 | 4 |
| Q | MIXTURE, CONCRETE 80 LB. (2) | | 701129 | BG | 112 | 42 | 175 | 140 | 42 | 35 | | | |

Continued STANDARD SPECIFICATION

REVISION
©1988 Commonwealth Ltd.
All Rights Reserved

ACAD

EXHIBIT D

Insurance Requirements (current 9/29/2010)

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

COVERAGE #1

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

COVERAGE #2

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

COVERAGE #3

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

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

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

COVERAGE #4

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

COVERAGE #5

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

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

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

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

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

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

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

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

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

WAIVER OF SUBROGATION

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

EXHIBIT E
Additional Requirements

[INTENTIONALLY LEFT BLANK]

To: Joe Wade, City Administrator

From: Peter P. Falcone, Assistant to the City Administrator

PPF

Subject: FlexSource Services Agreement for Flex Spending

Date: November 8, 2017

BACKGROUND:

Upon direction from Elected Officials, Staff researched contracting out managing the City's 125 Flex spending plan to a third party administrator to better comply with HIPAA (Health Insurance Portability and Accountability Act) and IRS (Internal Revenue Service) regulations. After speaking with the City's health insurance co-op, NSEBC (North Suburban Employee Benefit Cooperative), the City was introduced to three employee benefit vendors who provide management services for 125 Flex Spending plans. FlexSource, LLC was the most highly recommended from the NSEBC and the individual members of the co-op who currently utilize their services.

FINANCIALLY:

There will be a onetime setup fee of \$250.00 and the monthly costs associated with the agreement will be \$113.00 for the 16 employees currently enrolled in the flex spending plan.

A breakdown of the costs to switch is as follows:

| | |
|--|-----------------|
| One Time Setup Fee - | \$250.00 |
| Annual Program Fee - | \$300.00 |
| <u>Monthly Participant Fee (\$5.50 x 16) -</u> | <u>\$ 88.00</u> |
| Total Monthly Cost | \$113.00 |

RECOMMENDATION:

Staff recommends the Council approve the service agreement with FlexSource, LLC to provide third party administration of the City's 125 Flex Spending Plan.

FlexSource LLC TPA Services Agreement

RECITALS

A. City of Prospect Heights (the "Employer") has established certain employee benefit arrangements (collectively referred to as the "Program"), including the following: A health flexible spending arrangement (Health FSA) under Code §105, and a dependent care assistance program (DCAP) under Code §129. The Health FSA and the DCAP are each offered under a Code §125 cafeteria plan.

B. Some or all of the arrangements under the Program may be "welfare benefit plans" within the meaning of ERISA §3(1) and may be subject to requirements under Health Care Reform.

C. Employer operates in multiple roles with respect to the Program. FlexSource LLC, an Illinois limited liability company, (TPA) is in the business of assisting with the performance of various services related to employee benefit programs.

D. Employer has requested TPA to assist it, and act on its behalf, with respect to a variety of services, including making payment of certain benefits, and providing recordkeeping and other administrative services as described in this Agreement.

E. TPA may be considered a "business associate" under HIPAA with regard to one or more employee benefit plans or arrangements offered as part of the Program. To that extent, a separate agreement (referred to as "Business Associate Contract") exists between each of the employee benefit programs considered to be a "covered entity" for purposes of HIPAA and TPA (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements.

In consideration of the mutual promises contained in this Agreement, Employer and TPA agree as follows:

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term The effective date of this Agreement is January 1, 2018 ("Effective Date"). The initial term shall be the following 12 months commencing on the Effective Date; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months (the calendar year) unless this Agreement is terminated in accordance with the provisions of Section 7.8.

1.2 Scope of Undertaking Employer has sole and final authority to establish, maintain, control, and manage the operation of the Program. TPA is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Employer. Nor shall TPA and Employer be deemed partners, engaged in a joint venture or governed by

any legal relationship other than that of independent contractor. TPA does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is TPA in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. With respect to payment of benefits, TPA shall provide reimbursement services but shall not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Program, except as outlined herein. TPA does not intend to be the "named fiduciary," "plan sponsor," or "plan administrator" (as a party to such terms are described in ERISA, other applicable law, or the Program documentation) or assume any of the administrative duties or responsibilities commensurate with those designations. Unless required by applicable law, nothing in this Agreement shall be deemed to (a) render the TPA a party to the Program; (b) confer upon TPA any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program; or (c) impose upon TPA any obligation to any employee of Employer or any person who is participating in the Program ("Participant") or otherwise entitled to benefits through the Program.

1.3 Definitions

"Agreement" means this TPA Services Agreement, including all Appendices hereto.

"Appendix" or "Appendices" means one or more appendices to this Agreement, which are incorporated by reference into and form part of this Agreement.

"Business Associate Contract" means any separate agreement entered into between one or more employee benefit plans to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including regulations thereunder.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations thereunder.

"DCAP" has the meaning given in the Recitals.

"Eligibility Reports" have the meaning described in Section 2.3.

"Employer" has the meaning given in the Recitals and refers to the Employer in its various roles, including Named Fiduciary, Plan Administrator, and Plan Sponsor.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, including regulations thereunder.

"Effective Date" has the meaning given in Section 1.1.

"Electronic PHI" or "ePHI" is a type of PHI and has the meaning assigned to such term under HIPAA.

"Health Care Reform" means the Patient Protection and Affordable Care Act (PPACA), as amended by the Health Care and Education Reconciliation Act of 2010 (HCERA), and as further amended from time to time, including regulations thereunder.

"Health FSA" has the meaning given in the Recitals.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, including regulations thereunder.

"Named Fiduciary" means the named fiduciary as defined in ERISA §402(a)(1).

"Participant" has the meaning given in Section 1.2.

"Plan" means each portion of the Program through which benefits are provided, including the Health FSA or DCAP, as applicable.

"Plan Administrator" means the administrator as defined in ERISA §3(16)(A).

"Plan Sponsor" means the Employer.

"Program" has the meaning given in the Recitals and refers to the Plans collectively.

"Protected Health Information" or "PHI" has the meaning assigned to such term under HIPAA.

"TPA" has the meaning given in the Recitals.

ARTICLE II. EMPLOYER RESPONSIBILITIES

2.1 Sole Responsibilities

(a) General. Employer has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for establishing, administering, construing, and interpreting the provisions of the Program and making all determinations thereunder. Employer gives TPA the authority to act on behalf of Employer in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by Employer and TPA. All final determinations as to a Participant's entitlement to Program benefits are to be made by Employer, including any determination upon appeal of a denied claim for Program benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Program benefits for purposes of ERISA.

(b) Responsibilities. Without limiting Employer's responsibilities described herein, it shall be

Employer's sole responsibility (as Plan Administrator) and duty to ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; collect and forward any fees related to the Programs; determine if and when a valid election change has occurred; handle Participant claim appeals; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Code, Health Care Reform, and other applicable federal and state laws.

2.2 Service Charges; Funding Employer shall pay TPA the service charges set forth in the Appendices hereto, as described in Article V. Employer shall promptly make funds available for the payment of Program benefits as described in Article IV. It is the Employer's intent that the Program be operated to fall within an exception or non-enforcement policy with respect to ERISA's trust requirement for plan assets. To the extent TPA administers the remittance of fees or expenses for which Employer is responsible (e.g., certain fees under Health Care Reform), Employer shall promptly make funds available to the TPA for such remittance. Funds forwarded to TPA from Employer for the payment of Program benefits are not plan assets and are considered general assets of the Employer.

2.3 Information to TPA Employer shall furnish information to TPA necessary to perform TPA's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Such information shall be provided to TPA in the time and in the manner agreed to by Employer and TPA. From time to time thereafter, and at least as frequently as necessary to enable employer and TPA to discharge their respective responsibilities under applicable law, TPA shall provide Employer with updated reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by an electronic medium unless otherwise agreed by the parties. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with TPA relating to the accuracy of any Eligibility Report. TPA shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report, and TPA shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to TPA as a consequence of Employer failing to review Eligibility Reports for accuracy. TPA shall assume that all such information is complete and accurate, and is under no duty to question the completeness or accuracy of such information. With respect to any Plan subject to the HIPAA privacy rule, such Eligibility Reports shall be considered PHI, and when transmitted by or maintained in electronic

media shall be considered an ePHI, subject to the privacy and security rules under HIPAA and the applicable separate Business Associate Contract.

2.4 Plan Documents Employer is responsible for the Program's compliance with all applicable federal and state laws and regulations, including amending Plan documents as necessary to comply with applicable law changes and reflect changes to the benefit arrangements. Employer shall provide TPA with all relevant documentation, including, but not limited to, the Program documents (attached hereto as Appendices) and any Program amendments. To the best of its ability, Employer will notify TPA of any changes to the Program at least thirty (30) days before the effective date of such changes. Employer acknowledges that TPA is not providing tax or legal advice and that Employer shall be solely responsible for determining the legal and tax status of the Program.

2.5 Financial Responsibility for Claims TPA does not insure or underwrite the liability of Employer under the Program. Except for (a) expenses required for TPA to be in the business of providing services under this Agreement; and (b) expenses specifically assumed by TPA in this Agreement, Employer is responsible for all expenses incident to the Program.

2.6 Medical Records Employer shall, if required by law or regulation, (a) notify each Participant and provide each Participant with an opportunity to opt out (if required); or (b) obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law (including HIPAA and the Gramm-Leach-Bliley Act) to permit Employer and/or TPA to perform their obligations under this Agreement.

2.7 HIPAA Privacy and Security With respect to any arrangement under the Program that is subject to the HIPAA privacy rule, Employer shall provide TPA with certification that the applicable Plan document has been amended as required by the privacy rule to permit disclosures of PHI to Employer for plan administration purposes and that Employer agrees to the conditions set forth in applicable Plan documentation. Upon request, Employer will provide a copy of any applicable Plan amendments to TPA. Other aspects of the HIPAA privacy rule are reflected in the separate applicable Business Associate Contract.

ARTICLE III. TPA RESPONSIBILITIES

3.1 Limited Responsibilities TPA's sole responsibilities shall be as described in this Agreement, including the obligations listed in any Appendix to this Agreement. TPA shall provide reimbursement, recordkeeping, and other administrative services, as described further below. TPA will carry out its duties in accordance with the Plan documents and applicable law.

3.2 Customer Service TPA shall provide customer service personnel during normal business hours as determined by TPA (and consented to by Employer, which consent shall not be unreasonably withheld) by telephone and shall provide electronic administrative services ten (10) hours per day, five (5) days per week.

3.3 Benefit Processing and Payment TPA shall, on behalf of Employer, operate under the express terms of this Agreement and the Program. TPA shall accept and process claims of Participants received by TPA for benefits under the Program in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. TPA shall initially determine if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits under the Program and shall adjudicate and pay Program benefits to Participants, as set forth in this Article III and Article IV, in accordance with Plan terms. Where a claim is not paid in full, TPA shall provide written denial notices in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. TPA shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, or Program administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Employer agrees that: (a) TPA has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and (c) Employer shall indemnify and hold TPA harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

3.4 Bonding and Insurance Coverage TPA has, and will maintain, a fidelity bond for all persons involved in collecting money or making claim payments, and all officers of TPA. This bond covers the handling of Employer's and Participants' money and must protect such money from losses by negligence, willful misconduct, dishonesty, theft, forgery or alteration, and unexplained disappearance. Such bond shall be in an amount sufficient in Employer's sole discretion and at least satisfy the fidelity bonding requirement under ERISA §412 and any other applicable bonding requirement(s). TPA shall also maintain business liability coverage in the amount of at least \$1 million. TPA shall provide proof of such bonding and business liability coverage to Employer upon execution of this Agreement and all such bonds and insurance shall contain a provision alerting the Employer within 30 days of the expiration for the same.

3.5 Reporting As permitted under, and in accordance with, a Business Associate Contract, TPA shall make available to Employer at least monthly via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month. TPA shall also make available to Participants at least monthly via electronic medium a report showing individual payment history, status of claims, and the amounts and transactions of the individual accounts during the preceding month.

3.6 Claims Appeals TPA shall refer to Employer or its designee, for final determination, any claim for benefits or coverage that is appealed after initial denial by TPA or any class of claims that Employer may specify, including (a) any question of eligibility or entitlement of the claimant for coverage under the Program; (b) any question with respect to the amount due; or (c) any other appeal.

3.7 Additional Documents If Employer requests, TPA shall provide ~~at no additional expense~~ customized plan documents, summary plan descriptions and plan amendments ~~and administrative forms needed~~, for TPA to perform its duties under this Agreement. the cost will be based on the fees stated in Appendix A of this agreement. Notwithstanding anything here to the contrary, Employer acknowledges that Employer is solely responsible for determining the legal and tax status of the Program.

3.8 Recordkeeping TPA shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that TPA has prepared or that have otherwise come within its possession. Further, TPA shall also maintain all books, records and other documents as required by any applicable law. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at TPA's offices with reasonable prior notice. No documentation shall be destroyed by TPA. If this Agreement terminates, TPA shall deliver all such books, records, and documents to Employer, subject to TPA's right to retain copies of any records it deems appropriate. Employer shall be required to pay TPA reasonable charges for transportation of such records. Provided, however, that upon termination of this Agreement, TPA must comply with the terms of the applicable separate Business Associate Contract with respect to the destruction or return of all PHI, including PHI that is in the possession of subcontractors or agents of TPA.

3.9 Standard of Care; Erroneous Payments TPA shall use a standard of care of a professional engagement in money management in handling the Employer's money and in paying forth claims. Notwithstanding anything here to the contrary, if TPA makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, TPA shall promptly notify Employer and make diligent efforts to recover any payment made to or on behalf of an ineligible person or any overpayment.

To the extent electronic payment cards are used, TPA shall follow the Plan language and applicable legal requirements regarding the efforts to be made.

3.10 Notices to Employer TPA shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices as required by state and/or federal law (including HIPAA and the Gramm-Leach-Bliley Act).

3.11 Non-Discretionary Duties; Additional Duties TPA and Employer agree that, to the fullest extent permitted by applicable law, the duties to be performed under this Agreement by TPA are non-discretionary duties. TPA and Employer may agree to additional duties in writing as may be specified in an amendment to this Agreement, including amendment to any of the Appendices from time to time. With respect to any such additional duties, TPA and Employer agree that, to the fullest extent permitted by applicable law, any such additional duties shall be non-discretionary duties.

3.12 Subcontractors TPA may engage subcontractors to assist TPA in the performance of its obligations under this Agreement. Subcontractors may include, among others, vendors of debit card services. The Employer must be promptly notified of the initial engagement of a subcontractor and any subsequent material modifications to the subcontractor relationship, including changing subcontractors, discontinuing use of a subcontractor, and change in scope of subcontractor responsibilities. TPA guarantees the subcontractor's performance to the same degree as if the TPA provided the services directly. TPA will ensure that, if necessary, a Business Associate Contract is in place with respect to applicable services provided by a subcontractor.

ARTICLE IV. BENEFIT PROGRAM PAYMENT; EMPLOYER'S FUNDING RESPONSIBILITY

4.1 Payment of Benefits Employer authorizes TPA to pay Program benefits by checks written (or other draft payment or debit) on one or more bank accounts established and maintained in the name of Employer for the payment of Program benefits. Each weekbusiness day, TPA will notify Employer of the amount needed to pay approved benefit claims and ~~Employer~~TPA shall ~~pay or transfer into~~draft the ~~applicable bank account the necessary~~ amount needed ~~for the payment from the Employer's account to~~ TPA's account where payments of Program ~~benefits~~Benefits will be made. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 4.1. TPA shall have authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such Program funds to or on behalf of Participants in payment of approved claims.

4.2 Funding of Benefits Employer agrees to accept liability for, and provide sufficient funds to satisfy, all

payments to Participants under the Program, including claims for reimbursement for covered expenses as described in the applicable Plan documents, if such expenses are incurred and the claim is presented for payment during the term of this Agreement.

ARTICLE V. TPA COMPENSATION

5.1 Service Charges The monthly service charges of TPA are described in the Appendices. If there are any material changes in the Program, then the parties will negotiate new terms for the new provisions of the Program.

5.2 Billing of Charges All service charges of TPA shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

5.3 Payment of Charges All charges under this Article V shall be determined by TPA and billed to Employer monthly. Employer shall make payment to TPA within thirty (30) days of receipt of notice of the amount due. All late payments will be subject to Local Government Prompt Payment Act, 50 ILCS 505 et seq., as amended from time to time.

5.4 Compensation Disclosures TPA shall disclose direct and indirect sources of compensation received by TPA, other than the items discussed above, attributable to this Agreement. Total compensation received by TPA for the performance of services under this Agreement, including direct and indirect sources of compensation, may not exceed what is considered to be "reasonable" for purpose of ERISA's prohibited transaction exemption for services provided to a plan.

ARTICLE VI. INDEMNIFICATION AND HOLD HARMLESS

6.1 Indemnification by Employer Employer shall indemnify TPA and hold it harmless from and against all loss, liability, damage, expense, attorney's fees, or other obligations resulting from, or arising out of, any act or omission of Employer in connection with the Program, provided such act or omission is not caused by the negligence of, willful misconduct of or breach of this Agreement by TPA. In addition, Employer shall indemnify TPA and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which the Program or Employer is liable.

6.2 Indemnification by TPA TPA shall indemnify, defend and hold Employer harmless from and against all loss, liability, damage, expense, attorney's fees or other obligations resulting from, or arising out of, any act or omission of TPA in connection with the Program, any negligence of willful misconduct of TPA, and any breach of TPA of the terms of this Agreement. Further, and in addition, TPA, shall indemnify,

defend and hold Employer harmless from and against all loss, liability, damage, expense, attorney's fees or other obligations resulting from any claim, demand, or lawsuit by Program Participants and beneficiaries against Employer in connection with benefit payments or services performed (or not performed) by TPA hereunder. In addition, TPA shall indemnify Employer and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which the TPA is liable.

ARTICLE VII. GENERAL PROVISIONS

7.1 Severability; Headings If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2 Compliance; Non-Waiver Failure by Employer or TPA to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 7.3.

7.3 Assignment; Amendment Neither Employer nor TPA can assign this Agreement without the other party's written consent, in which consent will not be unreasonably withheld. This Agreement may be amended only by written agreement of duly authorized officers of Employer and TPA.

7.4 Audits Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse TPA for TPA's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

7.5 Non-Disclosure of Proprietary Information

(a) *General.* Employer and TPA each acknowledge that in contemplation of entering into this

Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and TPA agree that each party shall: (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

(b) *Confidential Information Defined.* Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof: (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party; or (3) if required by applicable law. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary, or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. In addition, confidential information will include any health information of any employee of Employer. The terms and conditions of this Section 7.5 shall survive the termination of this Agreement.

7.6 Venue Any dispute arising from this Agreement shall be litigated in the Circuit Court of Cook County. The prevailing party in any suit or action, as determined by the Court, shall be entitled to recover their costs in enforcing this Agreement, including reasonable attorneys' fees.

7.7 Notices and Communications

(a) *Notices.* All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as

either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

(b) Addresses.

Employer's address for notices as described above is:

8 N. Elmhurst Rd, Prospect Heights, IL 60070

TPA's address for notices as described above is:

894 Euclid Ave., Elmhurst, IL 60126

(c) Communications. Employer agrees that TPA may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer (Named Contact) and specifically agrees to indemnify TPA and hold it harmless: (1) for any such communications directed to Employer through the Named Contact attempted via telefax, mail, telephone, email or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (2) from any claim for the improper use or disclosure of any PHI by TPA if such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder or under the separate applicable Business Associate Contract.

7.8 Termination of Agreement

(a) Automatic. Unless specifically agreed to otherwise in a written amendment to this Agreement, this Agreement shall automatically terminate as of the earliest of the following: (1) the effective date of any legislation which makes the Program and/or this Agreement illegal; (2) the date either party becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or (3) the termination date of the Program, subject to any agreement between Employer and TPA regarding payment of benefits after the Program is terminated.

(b) Limited Continuation After Termination. If the Program is terminated, Employer and TPA may mutually agree in writing as an amendment to this Agreement that this Agreement shall continue for the purpose of payment of any Program benefit, expense, or claims incurred prior to the date of Program termination. In addition, if this Agreement is terminated while the Program continues in effect, Employer and TPA may mutually agree in writing as an amendment to this Agreement that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by TPA before the date of such termination. If this Agreement is continued in accordance with this subsection (c), Employer shall pay the monthly

service charges incurred during the period that this Agreement is so continued.

(d) *Survival of Certain Provisions.* Termination of this Agreement shall not terminate (1) the rights or obligations of either party arising out of a period prior to such termination; (2) the indemnity, confidentiality, privacy, and security provisions of this Agreement; or (3) any provision in this Agreement that specifically provides for survival following termination of this Agreement.

7.9 Complete Agreement; Governing Law This Agreement (including the Appendices) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties, other than the separate applicable Business Associate Contract between any Plan subject to the HIPAA privacy rule and TPA. This Agreement shall be construed, enforced and governed by the laws of the State of Illinois.

7.10 Miscellaneous

(a) TPA agrees to furnish all documentation related to this Agreement and the services provided hereunder to Employer as required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Employer issues notice of such request to TPA. TPA agrees to defend, indemnify and hold harmless Employer, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for Employer to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from TPA's actual or alleged violation of the FOIA, or TPA's failure to furnish all documentation related to a request, within five (5) days after Employer issues notice of a request. Furthermore, should TPA request that Employer utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, TPA agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. TPA agrees to defend, indemnify and hold harmless Employer, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by TPA's request to utilize a lawful exemption to Employer.

(b) TPA represents and certifies that, to the best of its knowledge, (1) no Employer employee or agent is interested in the business of TPA or this Agreement; (2) as of the date of this Agreement neither TPA nor any person employed or associated with TPA has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither TPA

nor any person employed by or associated with TPA shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

(c) TPA represents and certifies that (1) TPA is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless TPA is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) this Agreement is made by TPA without collusion with any other person, firm, or corporation. If at any time it shall be found that TPA has, in procuring this Agreement, colluded with any other person, firm, or corporation, then TPA shall be liable to Employer for all loss or damage that Employer may suffer, and this Agreement shall, at Employer's option, be null and void.

(d) TPA certifies that it has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(a)(4) and that in all hiring or employment by TPA pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

IN WITNESS WHEREOF, Employer and TPA have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Employer: City of Prospect Heights

FlexSource, LLC

By:

By:

Title: _____

Title: _____

Date: _____

Date: _____

FlexSource, LLC Services Agreement

Appendix A- FSA Guidelines

Capitalized terms used in this Appendix and not defined have the meanings given in the Agreement.

Initial Setup Fee:

\$250 Conversion Fee, payable upon execution of the Agreement.

Service Charges:

The monthly fees charged for each Participant enrolled in the Health FSA as of the first day of each month for the term of the Agreement shall be \$5.50 per Participant per month (which includes the debit card option) or a minimum of \$55. There is a \$300 annual fee charged for the re-enrollment process each new plan year.

If there is a legislative change that requires an amendment to the plan, FlexSource will prepare that amendment and the fee will be \$100 per amendment.

Services Included: Employer is responsible for all legal requirements and administrative obligations with regard to the Health FSA and DCAP except for the following administrative duties to be performed by TPA or a subcontractor of TPA engaged in accordance with the Agreement:

1. TPA shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under applicable laws, including IRS regulations, TPA shall make the requested change in the Participant's election as soon as practicable.
3. TPA shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the Health FSA. Employer shall be responsible for reviewing the information provided by TPA to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall submit any Form 5500 electronically.
4. TPA shall assist Employer in preparing preliminary, midyear, and final nondiscrimination tests for the Health FSA.
5. TPA shall make initial decisions with regard to Participant claims as specified in the applicable

underlying Plan document. Disbursement of benefit payments that it determines to be due shall be made promptly. Unless special circumstances exist, including denial of all or a portion of the claim, payment shall be disbursed within five (5) business days of the day on which TPA receives the claim. Unless the Plan document provides otherwise, benefit payments shall be made by check or direct deposit payable to the Participant

6. TPA shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission, and provide an adequate period of time for the Participant to resubmit the claim. TPA shall follow the requirements of ERISA as reflected in the Plan document with regard to denial of claims.

Services Not Included: TPA is not responsible for any of the following:

1. Payment of claims from other than an Employer general assets account.
2. Employer's compliance with COBRA or USERRA, if applicable.
3. Employer's compliance with HIPAA portability provisions (including notifications such as certificates of creditable coverage), if applicable, or with HIPAA privacy and security provisions (including notification obligations), if applicable (but TPA will comply with applicable provisions of HIPAA's privacy and security rules in carrying out its duties).
4. Employer's compliance with qualified medical child support orders (QMCSOs).
5. Determining if and when an event has occurred under the IRS permitted election change regulations (or other applicable law) such that a change in election is permitted under the Health FSA or DCAP.

FlexSource, LLC Services Agreement

Appendix B- Program Documents



City Council Item No:

Meeting Date: November 13, 2017

Item: Replacement of non-functioning surveillance cameras and upgrade cameras at City Hall.

Motion: I move to accept the quote from Xtivity to purchase and install surveillance cameras and related software as listed in the attached contracts in the amount of \$7,775.00

Staff Contact: Al Steffen, Chief of Police

Purpose:

The purpose of this memo is to request approval in securing the necessary equipment to replace two cameras initially installed in 2013 as part of the original Public Safety Camera system that are no longer functioning and to replace and upgrade obsolete City Hall cameras and integrate the new cameras into our current system.

Background:

The Public Safety Camera system was initially designed and installed by Xtivity Solutions in 2014 to address ongoing issues of criminal activity and public safety concerns. A recent study of calls for service examined the three years prior to the installation of cameras in 2014 compared with the three years after initial installation, this study concluded overall calls for service dropped 24% in the area covered by the Public Safety Camera System, furthermore Part One crimes (Homicide, Forcible Rape, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft and Arson) dropped by 31% with Part 2 offenses (Simple Assault, Fraud, Vandalism, Weapons use, Prostitution, Drugs, Disorderly Conduct, etc.) dropping by 37%. Police contacts with gang members dropped precipitously as well as complaints of drunkenness and public drinking. Two cameras have recently quit functioning, which were part of the initial 2013 installation and are out of warranty. Xtivity has determined the cameras cannot be fixed and require replacing. Xtivity was also tasked to look at the current camera system at City Hall after an alleged incident necessitated review of stored footage, the existing camera system, installed shortly after the construction of City Hall is obsolete and woefully incapable compared to the rest of the system. A quote was requested to update the existing City Hall system and to integrate it into the overall Public Safety Camera system that can be monitored at the Police Department. We are requesting Xtivity to be the sole source contractor as they've designed and constructed the current system and have a maintenance

contract with the City. We have determined they system is reliable and our staff understands how to operate and properly utilize the many opportunities this equipment provides.

Financial Impact:

The quote is for \$7,775.00 which would be funded entirely from our DEA Seizure Fund. This quote is in line with the type and amount of equipment previously purchased and installed by Xtivity. We currently have approximately \$340,000 in DEA Funds banked and this would be an appropriate use of those funds. This expenditure falls within the federal guidelines for these types of funds.

Recommendation:

I urge you to support this proposal. We have a state of the art system with an established track record record. I would recommend that we purchase and install this equipment.

Votes Required to Pass:

Majority Vote

Enclosures:

- Xtivity quotes

Xtivity Solutions LLC

655 W. Grand Avenue, Suite 300
 Elmhurst, Illinois 60126
 Phone: (630) 832-5400
 Fax: (630) 832-5404

**QUOTE**

| | |
|--------------|-----------|
| DATE | 7/13/2017 |
| QUOTE # | 3524 |
| Invoice # | 3524 |
| Valid Until: | 8/13/2017 |

Customer:

City of Prospect Heights
 Al Steffen
 14 E. Camp McDonald Rd
 Prospect Heights, IL 60070
 847-398-5511

| DESCRIPTION | AMOUNT |
|--|-------------------|
| Xtivity will provide, install and configure Six (6) Samsung IP Cameras at Village Hall | |
| | |
| Equipment: | |
| Qty 6 - Samsung Outdoor Rated, 4 MegaPixel, InfraRed, Vandal Proof IP Cameras | |
| Qty 6 - Camera Mounts | |
| Qty 3 - Camera Licenses | |
| Installation of Cameras and Configuration of Camera settings and views on Network Video Recorder | |
| Testing of system | |
| | |
| Total Cost | \$5,980.00 |
| (Credit applied to returning of two old samsung cameras) | (\$600.00) |
| | |
| *Cabling will be completed by City of Prospect Heights | |

TERMS AND CONDITIONS

3. Fax or mail original signed price quote to our address above
 Customer Acceptance (Please Sign Below):

x _____
 Print Name:

| | |
|------------------|-------------------|
| Subtotal | \$5,380.00 |
| Tax Due | |
| Shipping | \$0.00 |
| TOTAL DUE | \$5,380.00 |

If you have any questions regarding this price quote, please contact us immediately
 Terry Crowley - tcrowley@xtivitysolutions.com

Thank you for your business

Xtivity Solutions LLC

655 W. Grand Avenue, Suite 300
Elmhurst, Illinois 60126
Phone: (630) 832-5400
Fax: (630) 832-5404

**QUOTE**

| | |
|--------------|----------|
| DATE | 8/1/2017 |
| QUOTE # | 8412 |
| Invoice # | 8412 |
| Valid Until: | 9/1/2017 |

Customer:

City of Prospect Heights
Al Steffen
14 E. Camp McDonald Rd
Prospect Heights, IL 60070
847-398-5511

| DESCRIPTION | AMOUNT |
|--|--------|
| Xtivity will provide, install and configure One (1) Samsung IP Camera replacing the camera on 801 building and | |
| One (1) Samsung IP Camera replacing the camera on 716 building. | |
| Equipment: | |
| Qty 1 - Samsung Outdoor Rated, 8 MegaPixel, InfraRed, Vandal Proof, IP 180 degree Camera (801 building) | |
| Qty 1 - Samsung Outdoor Rated, 2 Megapixel, InfraRed, Vandal Proof, IP Directional Camera (716 building) | |
| Qty 1- Camera Mount for 801 Building. (reusing mount on 716 building) | |
| Installation of Cameras and Configuration are no charge. Covered under service agreement. | n/c |
| Testing of system | n/c |
| | |
| | |
| | |
| Total Cost | |

| | | |
|---|------------------|-------------------|
| TERMS AND CONDITIONS | Subtotal | \$2,395.00 |
| 3. Fax or mail original signed price quote to our address above | Tax Due | |
| Customer Acceptance (Please Sign Below): | Shipping | \$0.00 |
| | TOTAL DUE | \$2,395.00 |
| X _____ | | |
| Print Name: | | |

If you have any questions regarding this price quote, please contact us immediately
Terry Crowley - tcrowley@xtivitysolutions.com

Thank you for your business



City Council Workshop Agenda Item No:

Meeting Date: November 13, 2017

Item: Purchase two replacement police vehicles

Motion: I move to accept the quote from Currie Motors Fleet to purchase two 2018 Ford Utility Police Interceptor All Wheel Drive units for the amount of \$27,971 each.

Staff Contact: Al Steffen, Chief of Police

Purpose:

The purpose of this memo is to request approval to purchase two new patrol vehicles for police patrol.

Background:

Our 2017-18 fiscal budget allows provisions for the replacement of two police vehicles. A replacement process has been part of an internal capital plan which has been in place for the previous four years, the plan calls for the procurement of two new squad cars to replace aged and high mileage squad cars every fiscal year.

This year's rotation will find our last Crown Victoria leaving the fleet; we continue to believe the Ford Utility AWD Police Interceptors are the right fit for patrolling Prospect Heights. We will occasionally evaluate other products but this platform has held up well and there is merit in having a uniformed patrol fleet.

These two units will replace Ford Crown Victoria unit number 601 which has 97,225 miles and unit 609, a 2014 model, which was recently involved in an accident and declared a total loss. The Crown Victoria will be assigned as an additional pool vehicle and the current pool car, a Ford Fusion with in excess of 150,000 miles will be recommended to be declared surplus and sent to auction.

The purchase of the additional equipment, decals, etc. has also been budgeted for FY 2017-18.

Financial Impact:

The quotation is for \$27,971 for each unit which again, is provisioned in the FY 2017-18 budget.

Recommendation:

This is a scheduled fleet rotation. The units being rotated out have either exhausted their ability to properly function in a daily 24/7 365 capacity or have been declared a loss. Based on our predetermined plan, I would recommend the purchase of two new patrol vehicles.

Votes Required to Pass:

Majority Vote

Enclosures:

SPC 2018 Ford Utility Police Interceptor AWD Contract #152



**2018 Ford Utility Police Interceptor AWD
Contract # 152**



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer

www.CurrieFleet.com

ORDER CUTOFF: TBD





2018 Ford Utility Police Interceptor AWD
Contract # 152
\$26,456.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced Trac
and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:
Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5 Years/60,000 Miles

Order Cutoff: TBD



| | | | |
|-------------------------------------|-----|--|-----------|
| <input type="checkbox"/> | 99T | 3.5L V-6 Ecoboost® Engine (131 MPH top speed) | \$3130.00 |
| <input type="checkbox"/> | 41H | Engine block heater | \$86.00 |
| <input type="checkbox"/> | 86L | Auto Head Lamp Required With Silent Mode | \$109.00 |
| <input checked="" type="checkbox"/> | 43D | Dark car feature – Courtesy Lights Inop | \$19.00 |
| <input type="checkbox"/> | 43L | Silent Mode – Requires Day time Running Lights /Auto Lamp | \$19.00 |
| <input type="checkbox"/> | 942 | Daytime Running Lights | \$42.00 |
| <input type="checkbox"/> | 17T | Dome lamp red/white cargo area | \$49.00 |
| <input type="checkbox"/> | 51Y | Spot Light Drivers Side Only - Incandescent | \$204.00 |
| <input type="checkbox"/> | 51Z | Dual Spot Lights (Driver/Passenger) Incandescent | \$334.00 |
| <input type="checkbox"/> | 51R | Spot Light Drivers Side LED Bulb - Unity | \$375.00 |
| <input checked="" type="checkbox"/> | 51T | Spot Light Drivers Side LED Bulb - Whelen | \$399.00 |
| <input type="checkbox"/> | 51S | Spot Light Dual LED Bulbs - Unity | \$589.00 |
| <input type="checkbox"/> | 51V | Spot Light Dual LED Bulbs - Whelen | \$632.00 |
| <input type="checkbox"/> | 51P | Spot Lamp Prep Kit; Driver side (does not include housing and bulb) | \$132.00 |
| <input type="checkbox"/> | 51W | Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs) | \$266.00 |
| <input type="checkbox"/> | 21L | Front Auxiliary Light Red/Blue - requires option 60A | \$524.00 |
| <input type="checkbox"/> | 21W | Forward Indicator - Red/Blue Pocket Warning Light - requires option 60A(Located in Headlamp) | \$607.00 |
| <input checked="" type="checkbox"/> | 60A | Pre-wiring grill lamp, siren, speaker | \$49.00 |
| <input type="checkbox"/> | 63B | Side Marker LED - Red/Blue - Requires 60A | \$276.00 |
| <input type="checkbox"/> | 63L | Rear Quarter Glass Side Marker Lights - Red/Blue | \$546.00 |
| <input type="checkbox"/> | 92G | Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass) | \$114.00 |
| <input checked="" type="checkbox"/> | 92R | Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window | \$81.00 |
| <input type="checkbox"/> | 68Z | Roof rack side rails | \$148.00 |
| <input type="checkbox"/> | 76D | Deflector Plate (Eco Boost Only) | \$292.00 |
| <input checked="" type="checkbox"/> | 87R | Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area) | N/C |
| <input checked="" type="checkbox"/> | 53M | Sync® Basic – includes USB port and aux input jack | \$280.00 |
| <input type="checkbox"/> | 61R | Remappable (4) switches on steering wheel (less Sync) | \$148.00 |
| <input type="checkbox"/> | 61S | Remappable (4) switches on steering wheel (with Sync) | \$148.00 |
| <input type="checkbox"/> | 18W | Rear window power delete | \$24.00 |
| <input type="checkbox"/> | 68L | Rear-Door Handles Inoperable / Locks Operable | \$33.00 |
| <input checked="" type="checkbox"/> | 68G | Rear-Door Handles Inoperable / Locks Inoperable | \$33.00 |
| <input type="checkbox"/> | 52H | Hidden Door-Lock Plunger w/Rear-door Handles Op | \$132.00 |
| <input type="checkbox"/> | 52P | Hidden Door-Lock Plunger w/Rear-door Handles Inop | \$153.00 |
| <input type="checkbox"/> | 16C | 1st & 2nd Row Carpet Floor Covering (includes mats) | \$119.00 |
| <input type="checkbox"/> | 18D | Global Lock/Unlock (Disables Auto Lock on Rear Hatch) | 24.00 |
| <input type="checkbox"/> | 87P | Power Passenger Seat (6-way) w/ manual recline/lumbar | \$309.00 |
| <input type="checkbox"/> | 85D | Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R) | N/C |
| <input type="checkbox"/> | 85R | Rear Console Plate (N/A with 65U, 85D) | \$30.00 |



| | | | |
|-------------------------------------|-----|---|-----------|
| <input type="checkbox"/> | 90D | Ballistic Door Panels – Level III Driver Front Only | \$1506.00 |
| <input type="checkbox"/> | 90E | Ballistic Door Panels – Level III Driver/Passenger Front | \$3012.00 |
| <input type="checkbox"/> | 90F | Ballistic Door Panels – Level IV Driver Front Only | \$2294.00 |
| <input type="checkbox"/> | 90G | Ballistic Door Panels – Level IV Driver/Passenger Front | \$4588.00 |
| <input type="checkbox"/> | 96W | Visor Light (requires rear console mounting plate N/A with interior Upgrade Package) | \$1159.00 |
| <input type="checkbox"/> | 96T | Rear Spoiler Traffic Light (requires 85R Rear Console Plate) | 1330.00 |
| <input type="checkbox"/> | 55B | BLIS® Blind spot monitoring (includes manual heated mirrors) | \$517.00 |
| <input type="checkbox"/> | 19L | Lockable Gas Cap | \$17.00 |
| <input checked="" type="checkbox"/> | 549 | Mirrors – Heated Sideview | \$58.00 |
| <input type="checkbox"/> | 593 | Perimeter Anti-Theft Alarm – Requires key Fob (595) | \$114.00 |
| <input type="checkbox"/> | 55F | Keyless-4 Fobs (N/A with keyed alike) | \$322.00 |
| <input checked="" type="checkbox"/> | 76R | Reverse Sensing | \$261.00 |
| <input checked="" type="checkbox"/> | | Keyed Alike Code <u>0576X</u> Specify Current Key Alike Code | \$49.00 |
| <input type="checkbox"/> | 65L | 18" 5-spoke full face wheel covers w/ metal clips | \$58.00 |
| <input type="checkbox"/> | 64E | 18" painted aluminum wheels | \$451.00 |
| <input type="checkbox"/> | 17A | Aux Air Conditioning (N/A with 63V) | \$579.00 |
| <input checked="" type="checkbox"/> | 16D | Badge Delete | N/C |
| <input type="checkbox"/> | 63V | Cargo Storage Vault - includes lockable door/compartiment light (N/A with 17A) | \$232.00 |
| <input checked="" type="checkbox"/> | 55D | Scuff Guards | \$67.00 |
| <input type="checkbox"/> | 60R | Noise Suppression Bonds (Ground Straps) | \$95.00 |
| <input type="checkbox"/> | 18X | 100 Watt Siren/Speaker (includes bracket and pigtail) | \$285.00 |
| <input type="checkbox"/> | 43S | My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments | \$58.00 |
| <input type="checkbox"/> | 52B | Enhanced PTU Cooler – requires EcoBoost® Engine | \$2779.00 |
| <input type="checkbox"/> | | Rustproof & Undercoating | \$395.00 |
| <input type="checkbox"/> | 47A | Engine Idle Control | \$385.00 |
| <input type="checkbox"/> | | 4 Corner LED Strokes (aftermarket using 86P) | \$895.00 |
| <input type="checkbox"/> | | CD-Rom service manual | \$325.00 |
| <input type="checkbox"/> | | License and title fees M_____MP_____ (Includes Shipping) | \$203.00 |
| <input type="checkbox"/> | | Delivery greater than 50 miles of dealership | \$150.00 |

Optional Maintenance & Warranty Coverage:

| | | |
|--------------------------|---|------------|
| <input type="checkbox"/> | ESP Extended Warranty Extra Care 5-Year 60,000 miles | \$1,620.00 |
| <input type="checkbox"/> | ESP Extended Warranty Base Care -3 year/100,000 miles | \$1,215.00 |
| <input type="checkbox"/> | ESP Extended Warranty Powertrain -6 year/100,000miles | \$1075.00 |
| <input type="checkbox"/> | ESP Extended Warranty Base Care - 6 year/100,000miles | \$1255.00 |



Equipment Groups

| | | |
|--|---|----------|
| <input checked="" type="checkbox"/> 47C | Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector | \$100.00 |
| <input type="checkbox"/> 21P | Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector | \$123.00 |
| <input type="checkbox"/> 65U | Police Interior Upgrade Package Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U | \$371.00 |
| <input type="checkbox"/> 66A | Front Headlamp Lighting Solution Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U | \$809.00 |
| <input checked="" type="checkbox"/> 86P | Front Headlamp Housing Only Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights) | \$119.00 |
| <input type="checkbox"/> 66B | Tail Lamp Lighting Solution Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H | \$404.00 |
| <input type="checkbox"/> 66C | Rear Lighting Solution Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H) | \$433.00 |
| <input type="checkbox"/> 86T | Tail Lamp Housing Only Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H | \$53.00 |
| <input type="checkbox"/> 67U | Ultimate Wiring Package (n/a with Interior Upgrade Package) Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring | \$524.00 |



| | | |
|------------------------------|---|------------|
| | <ul style="list-style-type: none"> • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights <p>N/A with 65U, 67G, 67H</p> | |
| <input type="checkbox"/> 67G | <p>Cargo Wiring Upfit Package (n/a) with Interior Upgrade Package</p> <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker <p>(not available with 65U 67H and 67U)</p> | \$1,272.00 |
| <input type="checkbox"/> 67H | <p>Ready for the Road Package-not available with Interior Upgrade Package</p> <p>All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</p> <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inop • Rear console mounting plate <p>(not available with 66A 66B 66C 67G 67U 65U)</p> | \$3,244.00 |

Vinyl Options

| | | |
|------------------------------|---|----------|
| <input type="checkbox"/> 91A | <p>Two-Tone Vinyl Wrap - Package #1</p> <p>Roof & Right/left, front/rear doors vinyl - white only</p> <p>(Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)</p> | \$797.00 |
|------------------------------|---|----------|



| | | |
|------------------------------|--|----------|
| <input type="checkbox"/> 91C | Two-Tone Vinyl Wrap - Package #3 Roof & Right/left front doors only vinyl - white only (Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J) | \$665.00 |
| <input type="checkbox"/> 91H | Two-Tone Vinyl - Roof white only (Not available with: 91A, 91C) | \$466.00 |
| <input type="checkbox"/> 91J | Two-Tone Vinyl - LH/RH Front Doors white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G) | \$290.00 |
| <input type="checkbox"/> 91D | Vinyl Word Wrap - POLICE (Non-Reflective) White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J | \$755.00 |
| <input type="checkbox"/> 91E | Vinyl Word Wrap - POLICE (Reflective) Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J | \$755.00 |
| <input type="checkbox"/> 91F | Vinyl Word Wrap - POLICE (Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J | \$755.00 |
| <input type="checkbox"/> 91G | Vinyl Word Wrap - SHERIFF (Non-Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J | \$755.00 |

Options - Exterior

| | |
|--|----------------------------------|
| <input type="checkbox"/> BU | Medium Brown Metallic |
| <input type="checkbox"/> E3 | Arizona Beige Metallic Clearcoat |
| <input type="checkbox"/> G1 | Shadow Black |
| <input type="checkbox"/> HG | Smokestone Metallic |
| <input type="checkbox"/> J1 | Kodiak Brown Metallic |
| <input type="checkbox"/> JL | Dark Toreador Red Metallic |
| <input type="checkbox"/> KR | Norsea Blue Metallic |
| <input type="checkbox"/> LK | Dark Blue |
| <input type="checkbox"/> LM | Royal Blue |
| <input type="checkbox"/> LN | Light Blue Metallic |
| <input type="checkbox"/> MM | Ultra Blue Metallic |
| <input type="checkbox"/> FT | Blue Metallic |
| <input type="checkbox"/> TN | Silver Grey Metallic |
| <input type="checkbox"/> UJ | Sterling Grey Metallic |
| <input type="checkbox"/> UX | Ingot Silver Metallic |
| <input type="checkbox"/> YG | Medium Titanium Metallic |
| <input checked="" type="checkbox"/> YZ | Oxford White |
| <input type="checkbox"/> E4 | Vermillion Red |

Options - Interior

| | | |
|-------------------------------------|-----------------------------|---------|
| <input checked="" type="checkbox"/> | Charcoal Black w/vinyl rear | N/C |
| <input type="checkbox"/> | Charcoal Black w/cloth rear | \$51.00 |



Please enter the following:

Title Information :

Contact Name

Phone Number

Purchase Order Number

Fleet Identification Number

Tax Exempt Number

Total Dollar Amount

\$ 27971⁰⁰

Total Number of Units

2

Delivery Address

***Orders Require Signed Original Purchase Order and Tax Exempt Letter**

*Currie Motors Fleet
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan Curriefleet@gmail.com
Kristen De La Riva Fleetcurrie@gmail.com*

***Fleet Status is accessible by registering at www.fleet.ford.com. Please provide FIN Code at time of order**



City of Prospect Heights

Department of Building & Zoning
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 211-FAX: 847/590-1854
www.prospect-heights.il.us

MEMORANDUM

Date: October 30, 2017

To: Mayor Helmer and City Council

Cc: Joe Wade, City Administrator

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

Subject: ZBA Case No. 17-11 Variation – Lot Coverage for 305 Lonsdale Rd.

ISSUE: Consideration of a Variation request to Section 5-3-4G Lot Coverage of the Prospect Heights Zoning Code for the purpose of constructing approximately 100 sq. ft. of a detached garage in a required side yard which is prohibited in the R-1 Single Family District.

BACKGROUND: The PZBA held a public hearing on October 26, 2017 to hear ZBA Case #17-11V an application for a variation request to Section 5-3-4G of the Prospect Heights Zoning Code for the purpose of constructing approximately 100 sq. ft. of a detached garage in a required side yard which is prohibited in the R-1 Single Family District. Michael Mosier the owner of the subject property desires to construct a detached garage that will encroach into the required side yard. Mr. Mosier provided testimony related to the scope of the project, hardship caused by the shape of his lot and the location of the primary residence on the property. He testified that he will meet the required side yard setback per ordinance.

No other testimony was presented.

After all testimony was heard the Commissioners voted unanimously 6-0 to approve the variance request and forward a positive recommendation to the City Council. The applicants respectfully request waiver of first reading to accommodate timing to ensure the project can be completed this construction season. Staff concurs.

RECOMMENDATION: That the City approve the waiver of first reading and to Approve an Ordinance #O-17-25 granting a variation allowing the applicant to construct an accessory structure in the required side yard as request and recommended.

ORDINANCE NO. O-17-25

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR
THE PROPERTY AT
305 LONSDALE RD., PROSPECT HEIGHTS, ILLINOIS**

WHEREAS, the provisions of the Prospect Heights Zoning Ordinance applicable to the property legally described in Exhibit A attached hereto (hereinafter "Property") and commonly known as 305 Lonsdale Rd. prescribe that an accessory structure is prohibited from placement in a required side yard.

WHEREAS, the owner of the Property has submitted an application for a variation to allow approximately 100 sq. ft. of a detached garage to be placed in the required side yard. The detached garage will comply with the required 5" side yard setback; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on October 26, 2017 regarding said application; and

WHEREAS, the Plan/Zoning Board of Appeals has recommended the Requested Variation be approved and has made the necessary finding therefore; and

WHEREAS, the Mayor and City Council have reviewed the recommendation of the Plan/Zoning Board of Appeals;

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

Section 1. The City Council hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby incorporates them as part of this Ordinance.

Section 2. The Requested Variation is hereby granted.

Section 3. That this variation is conditioned upon applicant's construction of the detached garage substantially in accordance with the approved plans and

documents submitted at the public hearing on this matter and with applicable codes.

Section 4. That this Ordinance and all exhibits attached hereto shall be recorded at the Cook County Recorder's Office at the expense of the Owners.

Section 5. The City Clerk is directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this 13th day of November 2017.

Nicholas J. Helmer, Mayor

ATTEST:

Wendy Morgan-Adams, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: November 13, 2017

Exhibit A

Legal Description of 305 Lonsdale Rd., Prospect Heights, IL

LOT 2 IN BLOCK 17 IN PROSPECT HEIGHTS MANOR, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ (EXCEPT THE WEST 493.20 FEET OF THE NORTH 353.20 FEET THEREOF) OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #03-27-216-003-0000



FOR OFFICE USE ONLY:

FEE PAID _____

RECEIPT # _____

DATE _____

RECV'D BY _____

CASE # _____

MEETING DATE _____

PLAN/ZONING BOARD OF APPEALS
APPLICATION

Special use (\$400)

★ Variation (\$150)

Text Amendment (\$300)

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

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

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

Appearance Review

APPLICANT: MICHAEL MOSIERADDRESS: 305 LONSDALE ROAD
PROSPECT HTS. IL 60070PHONE: 224-330-8011ADDRESS OF SUBJECT PROPERTY: 305 LONSDALE ROADPROPERTY IS LOCATED IN THE R1 ZONING DISTRICT.APPLICABLE SECTION OF ORDINANCE: 5-3-4 Lot CoverageDESCRIPTION OF REQUEST: encroach into Reg. walled side yard
REQUEST TO BUILD DETACHED GARAGEAre there any covenants, conditions, restrictions or floodplain issues concerning type of improvements, setbacks, area or height requirements, occupancy or use limitations, etc. placed on the property and now of record: YES _____ NO ✓
If yes, please describe: _____Has the property been the subject of previous or pending administrative legislative or court action:
YES _____ NO ✓ If yes, give details: _____

The follow items MUST be submitted at time of filing:

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

9/25/17
Date:Michael Mosier
Signature of Applicant



**Home Owner
Michael and Amber Mosier
305 Lonsdale Road**

Monday, September 25, 2017

City of Prospect Heights – Department of Building
8 North Elmhurst Road
Prospect Heights, IL 60070

**RE: Plan/ Zoning Board of Appeals
Variance to Build on Side Yard**

Attn: Dan Peterson

Dear Mr. Petersen:

This letter has been generated to request a variance to build on the side yard of my property. This request is in conjunction with my application for Plan/ Zoning Board of Appeals Application and request to build a new 24'-0" x 30'-0" detached garage. I am seeking this variance due to the irregular shape of my property – please reference attached Plat of Survey.

I would greatly appreciate this boards review and approval to utilize approximately 100 SF of my property, side yard in order to build a new garage.

Sincerely,

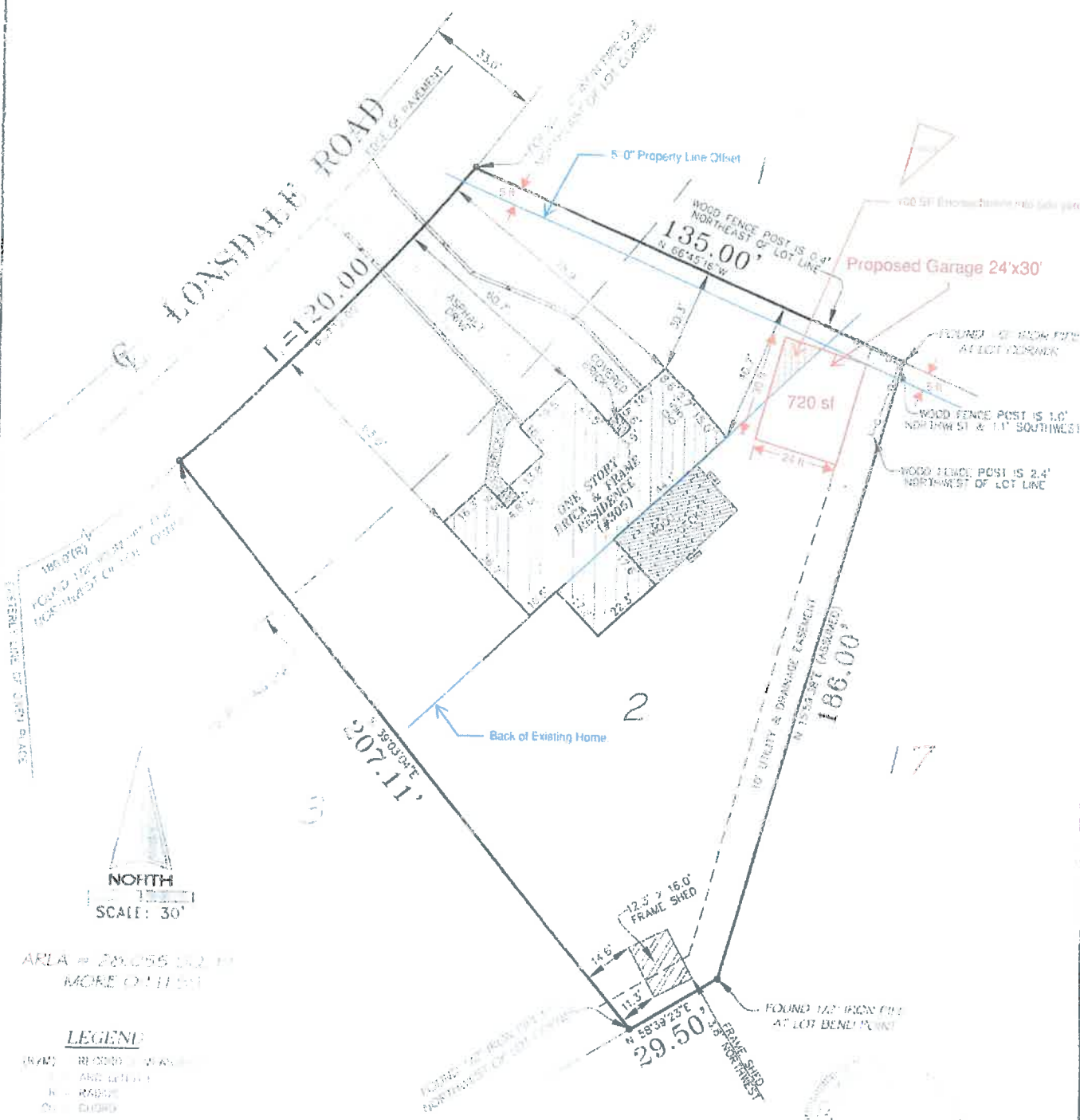
**Home Owner
305 Lonsdale Road**

A handwritten signature in blue ink, appearing to read "Michael Mosier".

Michael Mosier

Attachments: Plat of Survey; Plan/ Zoning Board of Appeals Application

(EXCEPT THE WEST 493.20 FEET OF THE NORTH 353.20 FEET THEREOF) OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



AREA = 28,055 SQ. FT.
MORE OR LESS

LEGEND

- (B/W) BOUNDARY MARK
- (D) DRAINAGE
- (R) ROAD
- (S) SHED

PREPARED FOR: DAVID W. HEDGECOCK (ATTORNEY AT LAW)
JOB ADDRESS: 50 LONSDALE ROAD, PROSPECT HEIGHTS, IL
SUBMITTED BY: BARMAN
JOB NO.: 13-05-0308

NEKOLA SURVEY, INC.

PROFESSIONAL LAND SURVEYING SERVICES
WWW.NEKOLASURVEY.COM
400 N. SCHMIDT RD., STE. 203
BOLINGBROOK ILLINOIS 60440
(630) 226-1530 PHONE (630) 226-1430 FAX

FIELD WORK COMPLETED ON THE 1ST DAY OF JULY, 2013

(STATE OF ILLINOIS)
(COUNTY OF WILL) SS

NEKOLA SURVEY, INC. DOES HEREBY CERTIFY THAT IT HAS
SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS
MINIMUM STANDARDS FOR A BOUNDARY SURVEY

DATED THIS 2ND DAY OF JULY, 2014

Wayne Winkler
PLS No. 70223

LICENSE RENEWAL DATE: 30 NOVEMBER 2014

THIS MAP AND THE FIELD MONUMENTS THEREON WAS ORDERED AS A NON-MONUMENTAL SURVEY.
NO APPROXIMATE VALUES OR WORKING MEASUREMENTS ARE TO BE USED ALONE. FIELD MONUMENTATION IS OFFICIAL.
POINTS SHOULD BE RELOCATED ONLY BY A LICENSED SURVEYOR. ANY AND ALL CONSTRUCTION, FOR BOUNDARY,
UTILITY, EASEMENTS, AND OTHER PURPOSES, MUST BE BASED ON THIS SURVEY. FOR BOUNDARY,
UTILITY, EASEMENTS, AND OTHER PURPOSES, MUST BE BASED ON THIS SURVEY. FOR BOUNDARY,
UTILITY, EASEMENTS, AND OTHER PURPOSES, MUST BE BASED ON THIS SURVEY.



City of Prospect Heights

Department of Building & Zoning
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
Office: 847/398-6070 x 211-FAX: 847/590-1854
www.prospect-heights.il.us

MEMORANDUM

Date: October 30, 2017
To: Mayor Helmer and City Council
From: Daniel A. Peterson, Director of Building & Development
Subject: ZBA Case No. 17-12 LC – 708 N. Elmhurst Road
Greenbrier of Prospect Heights Consolidation

Issue: Greenbrier Assisted Living Facility, LLC. is requesting approval of the final plat of consolidation for property at 708 N. Elmhurst Road.

Background: The City Council the project gave preliminary approval in 2014 and the project was constructed and completed earlier this year. Staff has reviewed the document and all information is in order and forwarded a recommendation on to the PZBA for consideration per Section 6-3-4 of the City Code. On October 26, 2017 the PZBA held a public meeting to review the case and voted 6-0 to recommend approval to the City Council

Upon approval, the owner of the property will be required to record the plat of consolidation and provide a recorded copy of the plat to the City.

Recommendation: Approve Resolution No. R-17-12 Approving the Greenbrier of Prospect Heights.

Resolution No. R-17-12

**A RESOLUTION APPROVING THE GREENBRIER OF PROSPECT HEIGHTS
CONSOLIDATION**

Whereas, the owner of the property located at 708 N. Elmhurst Road, Greenbrier Senior Living, LLC. (the Owner) has submitted a final plat of consolidation for the subject property, legally described in Exhibit A; and

Whereas, the City Engineer has reviewed the final plat of subdivision and recommended approval to the Plan/Zoning Board of Appeals;

Whereas, the Plan/Zoning Board of Appeals (PZBA) reviewed the final plat of subdivision at the October 26, 2017 meet and recommended approval; and

Whereas, the Mayor and City Council have reviewed the recommendation of the PZBA;

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

Section 1: That the final plat of consolidation attached hereto as Exhibit B is hereby approved.

Section 2: That this resolution and all Exhibits attached hereto shall be recorded at the Cook County Recorder of Deeds at the expense of the Owner.

Passed and approved this 13th day of November, 2017.

Nicholas J. Helmer, Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

Exhibit A

Greenbrier of Prospect Heights Consolidation

Being a Consolidation of

***PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 42
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

EXHIBIT B

GREENBRIER OF PROSPECT HEIGHTS CONSOLIDATION

Plat prepared by IGConsulting, Inc. dated 6/1/2017



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: 11/08/2017
 To: Joe Wade
 Cc: Peter Falcone
 From: Mark W. Roscoe, Superintendent of Public Works
 Subject: Tree removal Contract Fall 2017

Joe,

The City of Prospect Heights has a few parkway trees that need to be removed this year. They pose a hazard to our citizens. The trees listed below are all on City property. Addresses and details charted below- 9 trees, 5 stumps ground, 2 tree's trimmed.

We received a bid from Sabatello Tree Care at \$ 18,100. The bid from Birchwood Services did not reflect prevailing wage as they use contract labor and would not be able to meet the requirements. Their bid was not comparable.

Roy's Tree Service of Mount Prospect was the low bidder at \$12, 850.00. Expected work completion is within 30 days of contract approval.

This is a request to approve a contract for tree removal with Roy's Tree Care.

| <u>Address</u> | <u>Cross Street</u> | <u>Location</u> | <u>Number of trees removed</u> | <u>Trees to trim</u> | <u>Grind Stump/spoil removal</u> | <u>Notes</u> |
|--|---------------------|------------------------|--------------------------------|----------------------|----------------------------------|--|
| 301 Elmhurst Road | East Marion Avenue | Parkway on Marion | 1 | 0 | Yes- 1 | Mulberry leaning over roadway |
| 104 West Marion | Pine Street | West end of Cul De Sac | 4 | 0 | No | In wooded area - 3 large dead standing Elm and 1 fallen over. |
| 104 Elm St | W Olive Avenue | Front Parkway | 3 | 0 | Yes- 3 | 3 Large Catalpa trees |
| 14 Edward Cul De Sac St. | South Wolf Road | Center tree in Parkway | 1 | 2 | yes -1 | Large Center tree removal- other two trim dead limbs and over power lines corner tree. |

Resolution No. R-17-13

Whereas, the City of Prospect Heights has determined certain City-owned parkway trees at various locations require removal or trimming in order to ensure safe conditions; and

Whereas, the Public Works Department solicited competitive pricing quotes, conforming to State of Illinois Prevailing Wage Act Regulations; and

Whereas, the Public Works Department has determined the submittal of Roy's Tree Service, at \$12,850, to be the lowest, conforming response to the tree removal, stump grinding and trimming solicitation.

Now, Therefore, Be it resolved by the City Council of the City of Prospect Heights, Illinois, as follows:

Section 1: The City Council finds the above recitals are true and correct and incorporates the same as part of this resolution.

Section 2: The City Council hereby approves the work proposal of Roy's Tree Service, Mount Prospect, for the removal of nine trees, grinding of five stumps, and trimming of two trees for a price of \$12,850; and hereby authorizes the City Administrator to execute associated purchasing documents.

Passed and approved this 13th day of November, 2017

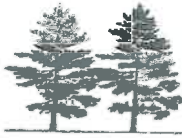
Nicholas J. Helmer, Mayor

City Clerk

Ayes:

Nays:

Absent:



Roy's Tree Service
150 Morrison Street
Mt. Prospect IL 60056
847 824 2865
Fax 847 824 6601

Estimate

Number: E170

Date: 11/6/2017

Bill To:

Prospect Heights
City of Prospect Heights
8 N Elmhurst Rd.
Prospect Heights, IL

Ship To:

Attn: Mark Roscoe
City of Prospect Heights
8 N Elmhurst Rd.
847 398 6070 x264
Prospect Heights, IL

| Date | Description | Amount |
|------|---|-------------|
| | Removal of 9 trees and grinding 5 stumps 2 trees to trim at various locations | \$12,850.00 |
| | Clean up and haul away debris | |

Revised
ESTIMATE
11/6/2017
Pruning was Job

Total

\$12,850.00

Roy's Tree Service

Randy
LYTLE
847-774-2483

- ☒ QUOTATION
☐ JOB ORDER
☐ INVOICE

150 Morrison Street
Mt. Prospect, IL 60056
(847) 824-5200
(847) 824-2865

ABSOLUTE TREE CARE
BY PROFESSIONALS

FULLY INSURED

Date: 10-18-17

CUSTOMER NAME

[Prospect Hts]
[]

LOCATION OF JOB

[Various]
[locations]

| QTY. | DESCRIPTION OF WORK | AMOUNT |
|--------------|--|--------|
| 1 | 301 Elmhurst Rd w stump | |
| 4 | 104 West Marion NO stumps | |
| 3 | 104 Elm st w stumps | |
| 1 | 14 Edward cilt De SAC st one removal w stump | |
| 2 | Two Elms - 14mm | |
| | | |
| 1 | Maple - Marion 3 load 1600s w stump | |

TOTAL ~~11,175.00~~
= 825.00

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

TERMS: PAYMENT DUE UPON COMPLETION OF JOB UNLESS
OTHER ARRANGEMENTS HAVE BEEN MADE.

ACCEPTED: The above prices, specifications, terms and conditions on reverse side are satisfactory and are hereby
accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date 10-18-17 Signature [Signature]

Date _____ Signature _____

White - Office

Yellow - Customer Agreement

Pink - Customer Copy



November 6, 2017

TO: Mayor and City Council

FROM: Michael DuCharme
Finance Director

SUBJECT: **Truth in Taxation Act**
Proposed 2017 Property Tax Levies

The Truth in Taxation act requires that at least twenty (20) days prior to the passage of the tax levy ordinance, the City must estimate the amount of the tax levy. If the proposed aggregate amount of the levy is more than 105% of the amount of property taxes extended, or estimated to be extended, for the previous year, then the City must provide notice and hold a public hearing on their intention to adopt the tax levy. The hearing must take place prior to adoption of the tax levy. If a public hearing is required, notice must be provided no less than 7 days or no more than 14 days prior to the hearing. A certificate of compliance with the Truth in Taxation act must accompany the City's tax levy ordinance. **The aggregate tax to be levied is a decrease of 14.13%; therefore, the City is not required to publish a legal notice or hold a public hearing.**

The City is subject to both the Property Tax Extension Limitation Law (PTELL), more commonly referred to as the "tax cap" law, and the Prior Year Equalized Assessed Valuation (EAV) Limitation Law. PTELL limits the increase in the City's tax extension from one year to the next to the lesser of 5% or the percent increase in the Consumer Price Index (CPI), with a provision that allows taxing districts to capture additional taxes from other factors affecting the tax base, such as new property. The Prior Year EAV Limitation Law (PYELL) states that the maximum amount of the levy extended cannot exceed the statutory rate applied against the total of the prior year's EAV plus the current year's new construction.

The attached table compares the 2017 proposed levies with the respective 2016 tax levy extensions. In addition, the table provides a column that calculates the tax rates generated under the PYELL to confirm that none of the proposed tax levies exceed this limit. All of the City's proposed tax levies, subject to the PYELL restriction, are in compliance.

The 2017 proposed tax levies include: an increase in the police pension tax levy of 4.50% or \$15,388, the elimination of tax levies for Special Service Area 1-4 due to the recent increase of sewer rates, and Special Service Area #5 a decrease of \$38,136 due to a reduction in anticipated expenditures. The remaining tax levy for Special Service Area #8 has been reduced by \$100,000 due to the last note payment being due on 4/30/2018.

The tax levy for the Road Construction debt and Special Service Area #6 debt will decrease in FY2016 by 4.73%.

The decrease in the Special Service Area #6 tax levy and the road construction reflects the amount for the referendum debt service tax levy set forth in the bond ordinances.

The Police Pension tax does not have a statutory rate limit and therefore it is not subject to the Prior Year EAV Limitation Law; however, it is subject to limitation under PTELL. In an effort to capture all available tax revenues, staff is recommending that the Police Pension tax levy be increased by 4.50% over the 2016 tax extension. This would allow the City to capture not only the growth from the CPI but also all growth from new property being added to the tax rolls. In addition, the City could realize additional growth from the 3% loss and cost added on by the County, provided it does not exceed the limiting rate under the tax cap formula.

The Special Service Area Levies for SSA 1-4 which have been eliminated used to cover the projected sanitary sewer maintenance and administrative expenses. These expenses are now covered by the recently imposed increased sanitary sewer rates. The tax levy for Special Service Area #8 the Levee 37 project area used to support maintenance of the Levee 37 project area and to cover a note payable repayment. The final note payment is scheduled to be paid on 4/30/2018 and the 2017 proposed levy reflects a \$100,000 reduction. The remaining levy reflects anticipated maintenance during the upcoming fiscal year.

Discussion of the proposed levies is scheduled for the November 13th City Council meeting. Approval of the preliminary levy estimate will appear on the regular agenda. Once the preliminary tax levies have been determined, staff will prepare the levy ordinances for police pension and Special Service Areas #1 to #5 and #8. Below is the time frame for completion and filing of the 2017 tax levies, including compliance with the Truth in Taxation requirements.

Property Tax Levy Adoption Schedule:

| | |
|-------------------|---|
| November 13, 2017 | Preliminary tax levy estimates approved by City Council |
| November 27, 2017 | First Reading Tax Levy Publish legal notice of public hearing |
| December 11, 2017 | Approve tax levy ordinances (second reading) |
| December 26, 2017 | Deadline to file tax levy ordinances and Truth in Taxation Certificate with Cook County Clerk |

| Tax Agency | Maximum Allowable Tax Rate per \$100 EAV | Tax Year 2016 | | | Proposed | | | | |
|---------------------------|--|---------------|------------------------|------------------------------------|------------------------|--|--------------------------------------|--------------------|------------------|
| | | Tax Extension | Tax Rate per \$100 EAV | Equalized Assessed Valuation (EAV) | 2017 Proposed Tax Levy | Prior Year EAV Limiting Rate per \$100 EAV (1) | Projected Tax Rate per \$100 EAV (2) | Amount of Increase | Percent Increase |
| Special Service Area #6 | No Limit | \$ 250,572 | 1.3280 | 18,868,420 | \$ 237,142 | N.A. | 1.3066 | (13,430) | -5.36% |
| Debt Service (Referendum) | No Limit | 1,361,572 | 0.3468 | 392,654,852 | 1,298,705 | N.A. | 0.3473 | (62,867) | -4.62% |
| Total Debt Levies | | \$ 1,612,144 | | | \$ 1,535,847 | | | | -4.73% |
| Police Pension Tax | No Limit | \$ 341,960 | 0.0871 | 392,654,852 | \$ 357,348 | N.A. | 0.0935 | \$ 15,388 | 4.50% |
| Special Service Area #1 | 0.3500 | 27,617 | 0.2909 | 7,888,897 | - | 0.3592 | - | (27,617) | -100.00% |
| Special Service Area #2 | 0.9300 | 42,257 | 0.7830 | 4,540,000 | - | 0.9587 | - | (42,257) | -100.00% |
| Special Service Area #3 | 0.4900 | 25,906 | 0.1010 | 20,980,923 | - | - | - | (25,906) | -100.00% |
| Special Service Area #4 | 0.9100 | 41,219 | 0.9100 | 4,529,345 | - | - | - | (41,219) | -100.00% |
| Special Service Area #5 | 0.1800 | 63,136 | 0.1800 | 34,963,181 | 25,000 | 0.0697 | 0.0729 | (38,136) | -60.40% |
| Special Service Area #8 | 1.4100 | 225,219 | 1.1050 | 19,779,030 | 125,161 | 0.6518 | 0.6453 | (100,058) | -44.43% |
| | | \$ 425,354 | | | \$ 150,161 | | | | -64.70% |
| Corporate & Special | | \$ 767,314 | | | \$ 507,509 | | | | -33.86% |
| Total Levy | | \$ 2,379,458 | | | \$ 2,043,356 | | | | -14.13% |

(1) If a tax has a Maximum Allowable Tax Rate, it is subject to the Prior Year EAV Limiting Rate calculation.

This calculation uses the proposed levy amount and adds 3% for loss and cost. This total is divided by the sum of the Prior Year

(2) Calculated based on proposed levy amount plus 3% (5% for debt service) for loss and cost, and assumes 0% growth in equalized assessed valuation. In addition, Police Pension Tax assumes 3% in growth from New Property.

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

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

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

2-3-2: LOCAL LIQUOR CONTROL COMMISSIONER:

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

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

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

2-3-4: LOCAL LIQUOR CONTROL COMMISSIONER:

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

fee of ~~one~~ two hundred dollars (\$~~1~~200.00) which shall be separate and distinct from the annual license fee. New applications shall contain the following statements and information:

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

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

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

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

2-3-8: CLASSIFICATION OF LICENSES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-3-9: CONDITIONS OF LICENSE:

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

H. Happy Hours Prohibited:

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

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

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

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

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

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

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

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

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

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

2-3-22: ALCOHOL AWARENESS TRAINING REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

2-3-26: PENALTIES:

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

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

PASSED and APPROVED this ____ day of _____, 2017.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: _____, 2017

Proposed License Scheme after Amendatory Ordinance

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

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

Notes:

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

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

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

CLASSIFICATION OF LICENSES

Class A Licenses (Combined A and C Classes)

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

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

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

Class B Licenses

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

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

Class C License (Old Class D)

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

11/13/2017 WARRANT LIST

Checks

| | |
|---|----------------------|
| General Fund | \$ 311,932.29 |
| Motor Fuel Tax Fund | |
| Palatine/Milwaukee Tax Increment Financing District | |
| Tourism District | 13,334.98 |
| Development Fund | |
| Drug Enforcement Agency Fund | |
| Solid Waste Fund | 25,985.62 |
| Special Service Area #1 | |
| Special Service Area #2 | |
| Special Service Area #3 | |
| Special Service Area #4 | |
| Special Service Area #5 | 586.80 |
| Special Service Area #8 - Levee Wall #37 | 125.76 |
| Special Service Area-Constr#6(Water Main) | |
| Special Service Area-Debt#6 | |
| Road Construction | |
| Road Construction Debt | |
| Water Fund | 3,253.86 |
| Parking Fund | 21,446.43 |
| Sanitary Sewer Fund | 2,822.40 |
| Road/Building Bond Escrow | 5,124.00 |
| Police Pension | |
| TOTAL | \$ 384,612.14 |

Wire Payments

| | |
|--|----------------------|
| 10/27/2017 PAYROLL POSTING | 161,115.59 |
| 11/09/2017 PAYROLL POSTING | 149,881.65 |
| OCTOBER ILLINOIS MUNICIPAL RETIREMENT FUND | 17,704.04 |
| POLICE PENSION PAYMENTS | 53,358.35 |
| | \$ 766,671.77 |

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 |
|--|----------------|------------------------|--------------|-------------------|-----------------|-------------|-----------|
| AFLAC | 932357 | AFLAC WITHHOLDING | 10/31/2017 | 01-000-2031 | 201.02 | .00 | |
| Total AFLAC: | | | | | 201.02 | .00 | |
| ALAN THIBEAULT | 252 | MAP DUES | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total ALAN THIBEAULT: | | | | | 34.00 | .00 | |
| AMERICAN SOLUTIONS FOR B | 03150359 | PD TICKET SUPPLIES | 08/03/2017 | 01-360-5221 | 1,953.12 | .00 | |
| Total AMERICAN SOLUTIONS FOR BUSINESS: | | | | | 1,953.12 | .00 | |
| ARAMARK UNIFORM SERVICES | 002081184399 | Uniforms | 08/18/2017 | 01-350-5104 | 154.70 | .00 | |
| ARAMARK UNIFORM SERVICES | 002081193607 | Uniforms | 08/25/2017 | 01-350-5104 | 162.75 | .00 | |
| ARAMARK UNIFORM SERVICES | 002081206530 | Uniforms | 09/01/2017 | 01-350-5104 | 144.90 | .00 | |
| Total ARAMARK UNIFORM SERVICES, INC: | | | | | 462.35 | .00 | |
| ARTHUR CLESEN INC | 329571 | DRAINAGE REPAIR | 10/30/2017 | 01-350-5635 | 131.00 | .00 | |
| Total ARTHUR CLESEN INC: | | | | | 131.00 | .00 | |
| BLUECROSS BLUESHIEDL OF I | 6305 | Health Coverage | 11/06/2017 | 01-360-4100 | 6,384.80 | .00 | |
| Total BLUECROSS BLUESHIEDL OF IL: | | | | | 6,384.80 | .00 | |
| BROOKS-ALLAN | 0042078 | PD BUSINESS CARDS | 10/25/2017 | 01-360-5221 | 134.03 | .00 | |
| Total BROOKS-ALLAN: | | | | | 134.03 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COSTCO | 10/19/2017 | 01-350-5700 | 39.99 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COSTCO | 10/19/2017 | 01-360-5700 | 6.99 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COSTCO | 10/19/2017 | 01-320-5700 | 2.99 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COSTCO | 10/19/2017 | 01-320-5700 | 1.12 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | POSTAGE | 10/19/2017 | 53-300-5200 | 1,190.00 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | REPLACEMENT MIRRORS | 10/19/2017 | 01-350-5020 | 128.99 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 25-300-5050 | 30.48 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 25-300-5050 | 135.00 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 25-300-5050 | 34.30 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 25-300-5050 | 162.51 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 25-300-5050 | 59.44 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 01-320-5410 | 281.15 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | ROBERT AVE ACCESS GATE | 10/19/2017 | 01-350-5031 | 90.62 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 51-300-5410 | 149.85 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 01-320-5410 | 4.20 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | AT&T | 10/19/2017 | 01-320-5410 | 157.39 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | AT&T | 10/19/2017 | 01-320-5410 | 483.01 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | AT&T | 10/19/2017 | 01-320-5410 | 86.84 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 01-320-5410 | 254.85 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 51-300-5410 | 157.90 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | CONFERENCE | 10/19/2017 | 01-350-5330 | 9.70 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | CONFERENCE | 10/19/2017 | 01-350-5330 | 331.44 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | TRAINING BATON | 10/19/2017 | 01-360-7022 | 134.55 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|----------------|-----------------------|--------------|-------------------|-----------------|-------------|-----------|
| CARDMEMBER SERVICE | 10/19/17 | EQUIPMENT | 10/19/2017 | 01-360-5610 | 144.00 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | CONFERENCE | 10/19/2017 | 01-360-5330 | 25.00 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | ITOA CONFERENCE | 10/19/2017 | 01-360-5330 | 325.00 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | PETCO | 10/19/2017 | 01-360-5141 | 97.85 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | LEXISNEXIS | 10/19/2017 | 01-360-5100 | 180.07 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | SUPPLIES | 10/19/2017 | 01-360-5700 | 17.79 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | CREDIT CARD FEE | 10/19/2017 | 01-320-5430 | 80.86 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | SUPPLIES | 10/19/2017 | 01-360-5700 | 102.00 | .00 | |
| CARDMEMBER SERVICE | 10/19/17 | DVDS | 10/19/2017 | 01-360-5610 | 57.94 | .00 | |
| Total CARDMEMBER SERVICE: | | | | | 4,963.82 | .00 | |
| CC Dept of Transportation & High | 2017-3 | Maint Services | 10/03/2017 | 01-350-5031 | 1,101.75 | .00 | |
| Total CC Dept of Transportation & Highways: | | | | | 1,101.75 | .00 | |
| CHRISTOPHER SKEET | 252 | MAP DUES | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total CHRISTOPHER SKEET: | | | | | 34.00 | .00 | |
| CLIFFORD STACK | 10/31/17 | SEWER REFUND | 10/31/2017 | 53-100-3884 | 117.00 | .00 | |
| Total CLIFFORD STACK: | | | | | 117.00 | .00 | |
| COM ED - Oak Brook | 10/23/17 | PARKING LEASE | 10/23/2017 | 52-300-5511 | 21,000.00 | .00 | |
| Total COM ED - Oak Brook: | | | | | 21,000.00 | .00 | |
| CONRAD POLYGRAPH, INC. | 2116 | Polygraph Exams | 07/03/2016 | 01-360-5100 | 560.00 | .00 | |
| Total CONRAD POLYGRAPH, INC.: | | | | | 560.00 | .00 | |
| CONSERV FS INC. | 102007116 | AKROGOLD UNLEADED GAS | 10/10/2017 | 01-350-5751 | 2,079.84 | .00 | |
| Total CONSERV FS INC.: | | | | | 2,079.84 | .00 | |
| CONSTANT CONTACT, INC | 15HBR8UAB30 | Email Plus | 11/01/2017 | 01-320-5130 | 546.00 | .00 | |
| Total CONSTANT CONTACT, INC: | | | | | 546.00 | .00 | |
| CONSTELLATION NEWENERGY | 0041892749 | Energy Service | 10/11/2017 | 52-300-5410 | 138.43 | .00 | |
| CONSTELLATION NEWENERGY | 0041895443 | Energy Service | 10/11/2017 | 28-300-5100 | 125.76 | .00 | |
| CONSTELLATION NEWENERGY | 0041895850 | Energy Service | 10/11/2017 | 25-300-5050 | 107.20 | .00 | |
| CONSTELLATION NEWENERGY | 0041896182 | Energy Service | 10/11/2017 | 52-300-5410 | 200.03 | .00 | |
| CONSTELLATION NEWENERGY | 0041896640 | Energy Service | 10/11/2017 | 25-300-5050 | 57.87 | .00 | |
| CONSTELLATION NEWENERGY | 0041897534 | Energy Service | 10/11/2017 | 01-350-5411 | 40.39 | .00 | |
| CONSTELLATION NEWENERGY | 0041897556 | Energy Service | 10/11/2017 | 52-300-5410 | 82.68 | .00 | |
| CONSTELLATION NEWENERGY | 0042016767 | Energy Bill | 10/18/2017 | 01-350-5411 | 385.44 | .00 | |
| CONSTELLATION NEWENERGY | 0042036501 | Energy Bill | 10/19/2017 | 01-350-5411 | 209.30 | .00 | |
| CONSTELLATION NEWENERGY | 0042224897 | 1-O4M76Y | 11/01/2017 | 51-300-5410 | 1,278.34 | .00 | |
| Total CONSTELLATION NEWENERGY INC.: | | | | | 2,625.44 | .00 | |
| CORY SIMPSON | 252 | MAP DUES | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total CORY SIMPSON: | | | | | 34.00 | .00 | |
| CROWN TROPHY | 8808 | Prof Servs | 10/19/2017 | 01-360-5100 | 37.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|--|----------------|-----------------------------|--------------|-------------------|-----------------|-------------|-----------|
| CROWN TROPHY | 8879 | Terch Services | 10/30/2017 | 01-360-5710 | 37.00 | .00 | |
| Total CROWN TROPHY: | | | | | 74.00 | .00 | |
| CYNTHIA LA MANTIA | 2 | COURT REPORTING SERVICES | 11/06/2017 | 01-320-5122 | 280.00 | .00 | |
| Total CYNTHIA LA MANTIA: | | | | | 280.00 | .00 | |
| DARRELL TAYLOR | EXPENSE REI | expesnse reimbursment | 11/03/2017 | 01-340-5100 | 250.00 | .00 | |
| Total DARRELL TAYLOR: | | | | | 250.00 | .00 | |
| DEKIND COMPUTER CONSULT | 23271 | Computer Services | 11/01/2017 | 01-320-5130 | 2,720.00 | .00 | |
| DEKIND COMPUTER CONSULT | 23296 | Computer Services | 11/01/2017 | 01-320-5130 | 650.00 | .00 | |
| DEKIND COMPUTER CONSULT | 23308 | Computer Services | 11/01/2017 | 01-320-5130 | 140.00 | .00 | |
| DEKIND COMPUTER CONSULT | 23344 | Computer Services | 10/30/2017 | 01-320-5130 | 299.00 | .00 | |
| DEKIND COMPUTER CONSULT | 23375 | Computer Services | 11/01/2017 | 01-320-5130 | 105.00 | .00 | |
| Total DEKIND COMPUTER CONSULTANTS: | | | | | 3,914.00 | .00 | |
| DURON, JESUS | 10/17/17 | PD TRAINING REIMBURSEMEN | 10/17/2017 | 01-360-5330 | 16.88 | .00 | |
| DURON, JESUS | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total DURON, JESUS: | | | | | 50.88 | .00 | |
| FASTSIGNS - ARLINGTON HEIG | 447-32074 | 2017 Volunteer of the Year | 11/01/2017 | 01-350-5650 | 51.75 | .00 | |
| Total FASTSIGNS - ARLINGTON HEIGHTS: | | | | | 51.75 | .00 | |
| FEDEX | 5-971-92090 | ADMIN SHIPPING | 10/25/2017 | 51-300-5200 | 86.22 | .00 | |
| Total FEDEX: | | | | | 86.22 | .00 | |
| FOOD & ALCOHOL SERVICE TR | 2017-13 | Sanitation Inspections | 10/28/2017 | 01-340-5100 | 845.00 | .00 | |
| Total FOOD & ALCOHOL SERVICE TRAINING, INC.: | | | | | 845.00 | .00 | |
| FRANCZEK RADELET | 179392 | 2017 Sergeants Negotiations | 10/23/2017 | 01-320-5123 | 1,276.50 | .00 | |
| Total FRANCZEK RADELET: | | | | | 1,276.50 | .00 | |
| GAMBINO & SONS LANDSCAPI | 17-210R | REFUND ROAD BOND | 04/26/2017 | 72-000-2310 | 500.00 | .00 | |
| Total GAMBINO & SONS LANDSCAPING INC: | | | | | 500.00 | .00 | |
| GEWALT HAMILTON ASSOCIAT | 10/20/17 | ENGINEERING SERVICES | 10/20/2017 | 01-340-5110 | 18,014.89 | .00 | |
| Total GEWALT HAMILTON ASSOCIATES INC.: | | | | | 18,014.89 | .00 | |
| GUY M KARM | 10/20/17 | HOUSING COURT | 10/20/2017 | 01-320-5121 | 6,000.00 | .00 | |
| GUY M KARM | 10/20/17 | City Prosecutor | 10/20/2017 | 01-320-5122 | 1,750.00 | .00 | |
| GUY M KARM | 10/20/17 | City Prosecutor | 10/20/2017 | 01-320-5122 | 1,750.00 | .00 | |
| GUY M KARM | 10/20/17 | City Prosecutor | 10/20/2017 | 01-320-5122 | 1,750.00 | .00 | |
| Total GUY M KARM: | | | | | 11,250.00 | .00 | |
| HACH COMPANY | 10657192 | WTR SYS MAINT | 10/10/2017 | 51-300-5100 | 304.79 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|------------------------------------|----------------|----------------------------|--------------|-------------------|-----------------|-------------|------------|
| Total HACH COMPANY: | | | | | 304.79 | .00 | |
| HALLORAN & YAUCH, INC | 7767 | Landscaping | 10/19/2017 | 13-300-5108 | 506.80 | .00 | |
| Total HALLORAN & YAUCH, INC: | | | | | 506.80 | .00 | |
| HOME DEPOT CREDIT SERVIC | 5593730 | SUPPLIES | 10/05/2017 | 01-350-5100 | 27.94 | .00 | |
| HOME DEPOT CREDIT SERVIC | 7020137 | SUPPLIES | 10/03/2017 | 01-350-5100 | 39.94 | .00 | |
| HOME DEPOT CREDIT SERVIC | 7020154 | SUPPLIES | 10/03/2017 | 01-350-5104 | 46.04 | .00 | |
| HOME DEPOT CREDIT SERVIC | 9563429 | SUPPLIES | 10/11/2017 | 01-350-5710 | 13.06 | .00 | |
| Total HOME DEPOT CREDIT SERVICES: | | | | | 126.98 | .00 | |
| IL DEPT OF TRANSPORTATION | 52102 | IDOT TRAFFIC SIGNAL MAINT. | 11/01/2017 | 01-350-5031 | 2,343.90 | .00 | |
| Total IL DEPT OF TRANSPORTATION: | | | | | 2,343.90 | .00 | |
| ILLINOIS-AMERICAN WATER C | 11/01/17 | 1250 S RIVER RD B-IRRG | 11/01/2017 | 13-300-5108 | 486.65 | .00 | |
| ILLINOIS-AMERICAN WATER C | 11/1/17 | 401 PIPER LN | 11/01/2017 | 01-320-5410 | 42.93 | .00 | |
| ILLINOIS-AMERICAN WATER C | 11-1-17 | 700 N MILWAUKEE IRRIG | 11/01/2017 | 13-300-5108 | 421.61 | .00 | |
| Total ILLINOIS-AMERICAN WATER CO.: | | | | | 961.19 | .00 | |
| IMPACT NETWORKING LLC | 949588 | KYOCERA SERVICE REQUEST | 10/24/2017 | 01-360-5200 | 19.50 | .00 | |
| Total IMPACT NETWORKING LLC: | | | | | 19.50 | .00 | |
| IUOE LOCAL 150 ADMIN | #150 A 11/10/1 | LOCAL 150 ADMIN DUES | 11/10/2017 | 01-000-2050 | 303.91 | .00 | |
| Total IUOE LOCAL 150 ADMIN: | | | | | 303.91 | .00 | |
| IUOE LOCAL 150 MEMBERSHIP | #150 M 11/10/1 | LOCAL 150 MEMBERSHIP DUE | 11/10/2017 | 01-000-2050 | 58.85 | .00 | |
| Total IUOE LOCAL 150 MEMBERSHIP: | | | | | 58.85 | .00 | |
| JACKSON LEWIS P.C. | 7019162 | Prof Services | 10/31/2017 | 01-320-5123 | 306.00 | .00 | |
| Total JACKSON LEWIS P.C.: | | | | | 306.00 | .00 | |
| JEFF GOBLE | 17-25B | Stop Payment Fee | 10/10/2017 | 72-000-2310 | 35.00 | 35.00 | 11/06/2017 |
| JEFF GOBLE | 17-25B | STOP PAYMENT REFUND | 10/10/2017 | 72-000-2310 | 35.00 | 35.00 | 11/08/2017 |
| Total JEFF GOBLE: | | | | | .00 | .00 | |
| JEFFREY L BAUREIS | 24 | ELECTRICAL INSP | 10/28/2017 | 01-340-5100 | 3,553.50 | .00 | |
| Total JEFFREY L BAUREIS: | | | | | 3,553.50 | .00 | |
| JERRY COGLIANESE | 253 | MAP DUES | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total JERRY COGLIANESE: | | | | | 34.00 | .00 | |
| JG UNIFORMS INC | 27304 | PD UNIFORMS | 10/26/2017 | 01-360-5741 | 80.00 | .00 | |
| JG UNIFORMS INC | 27316 | PD UNIFORMS | 10/26/2017 | 01-360-5741 | 155.40 | .00 | |
| Total JG UNIFORMS INC: | | | | | 235.40 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|--------------------------------------|----------------|--------------------------|--------------|-------------------|-----------------|-------------|-----------|
| JOCELYN GARZA | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total JOCELYN GARZA: | | | | | 34.00 | .00 | |
| JOHN YANKE | 100 | SECTION 125 REIMBURSEMEN | 10/25/2017 | 01-000-2061 | 468.90 | .00 | |
| JOHN YANKE | 253 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total JOHN YANKE: | | | | | 502.90 | .00 | |
| KEITH O'CONNOR | 252 | MAp Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total KEITH O'CONNOR: | | | | | 34.00 | .00 | |
| KEVIN LANGE | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total KEVIN LANGE: | | | | | 34.00 | .00 | |
| Kieft Brothers, Inc. | 226938 | Equipment | 10/23/2017 | 01-350-5635 | 479.83 | .00 | |
| Total Kieft Brothers, Inc.: | | | | | 479.83 | .00 | |
| Kinzie Real Estate Services | 16-543R | Refund Road Bond | 11/15/2016 | 72-000-2310 | 500.00 | .00 | |
| Total Kinzie Real Estate Services: | | | | | 500.00 | .00 | |
| LANDSCAPE CONCEPTS MANA | 133165 | Work Order 72127 | 10/23/2017 | 13-300-5108 | 11,401.00 | .00 | |
| LANDSCAPE CONCEPTS MANA | 134235 | LANDSCAPE MAINTENANCE | 11/01/2017 | 13-300-5108 | 508.92 | .00 | |
| Total LANDSCAPE CONCEPTS MANAGEMENT: | | | | | 11,909.92 | .00 | |
| LAPORT INC | 213142 | BLD MTC SUPPLIES | 10/23/2017 | 01-350-5710 | 182.35 | .00 | |
| Total LAPORT INC: | | | | | 182.35 | .00 | |
| LAUTERBACH & AMEN, LLP | 24627 | September Service | 10/23/2017 | 01-320-5101 | 18,750.00 | .00 | |
| Total LAUTERBACH & AMEN, LLP: | | | | | 18,750.00 | .00 | |
| LEXISNEXIS RISK SOLUTIONS | 1290571-2017 | MONTHLY ACTIVITY | 10/31/2017 | 01-360-5100 | 180.07 | .00 | |
| Total LEXISNEXIS RISK SOLUTIONS: | | | | | 180.07 | .00 | |
| LITHO SPECIALISTS INC. | 1S28296 | POSTCARDS FOR WATER | 11/01/2017 | 51-300-5221 | 346.00 | .00 | |
| LITHO SPECIALISTS INC. | 1S28296 | POSTCARDS FOR SEWER | 11/01/2017 | 53-300-5221 | 1,115.00 | .00 | |
| Total LITHO SPECIALISTS INC.: | | | | | 1,461.00 | .00 | |
| LOGSDON OFFICE SUPPLY | 0119544-001 | paper Copy | 10/24/2017 | 01-320-5700 | 64.90 | .00 | |
| Total LOGSDON OFFICE SUPPLY: | | | | | 64.90 | .00 | |
| M.E. SIMPSON CO INC | 30595 | EMERGENCY WATER MAIN RE | 10/11/2017 | 51-300-5100 | 610.00 | .00 | |
| Total M.E. SIMPSON CO INC: | | | | | 610.00 | .00 | |
| MARIUSZ WORWA | 17-527B | ROAD BOND REFUND | 10/24/2017 | 72-000-2310 | 622.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|------------------------------------|----------------|-------------------------------|--------------|-------------------|-----------------|-------------|-----------|
| Total MARIUSZ WORWA: | | | | | 622.00 | .00 | |
| MARK PORLIER | 253 | Map Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total MARK PORLIER: | | | | | 34.00 | .00 | |
| MARK PUFUNDT | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total MARK PUFUNDT: | | | | | 34.00 | .00 | |
| MARK ROSCOE | 10/21/17 | Madison Snow & Ice Conference | 10/21/2017 | 01-350-5330 | 29.00 | .00 | |
| Total MARK ROSCOE: | | | | | 29.00 | .00 | |
| MATTHEW WILLIS | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total MATTHEW WILLIS: | | | | | 34.00 | .00 | |
| MENARDS | 04375 | PW FALL DECORATIONS | 10/18/2017 | 01-350-5635 | 155.74 | .00 | |
| MENARDS | 4375 | PW FALL DECORATIONS | 10/18/2017 | 01-350-5721 | 159.73 | .00 | |
| Total MENARDS: | | | | | 315.47 | .00 | |
| METROPOLITAN INDUSTRIES I | 0000327724 | PUMP STATION SERVICE | 10/23/2017 | 51-300-5100 | 213.00 | .00 | |
| Total METROPOLITAN INDUSTRIES INC: | | | | | 213.00 | .00 | |
| Michael Coglianeses | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total Michael Coglianeses: | | | | | 34.00 | .00 | |
| MICHAEL STONE | 253 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total MICHAEL STONE: | | | | | 34.00 | .00 | |
| MIGHTY MITES | 8564 | PLAQUES FOR PROCLAMATIO | 11/06/2017 | 01-310-5100 | 78.00 | .00 | |
| Total MIGHTY MITES: | | | | | 78.00 | .00 | |
| MIKE SMITH | 11/1/17 | Expense Reimbursement | 11/01/2017 | 01-000-2060 | 2,595.80 | .00 | |
| MIKE SMITH | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total MIKE SMITH: | | | | | 2,629.80 | .00 | |
| MILORAD DERMAN | 10/12/17 | PARKING REIMBURSEMENT | 10/12/2017 | 01-360-5100 | 78.00 | .00 | |
| MILORAD DERMAN | 11/02/17 | Badge Wallet | 11/02/2017 | 01-360-5741 | 42.06 | .00 | |
| MILORAD DERMAN | 11/03/17 | Travel Reimbursement - Gas | 11/03/2017 | 01-360-5751 | 42.94 | .00 | |
| MILORAD DERMAN | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total MILORAD DERMAN: | | | | | 197.00 | .00 | |
| MITHCELL WEBBER | 252 | MAP DUES | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total MITHCELL WEBBER: | | | | | 34.00 | .00 | |
| MOE FUNDS | 12/2017 | HEALTH/DENTAL INS PREMIUM | 11/07/2017 | 01-350-4100 | 7,700.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|----------------|----------------------------------|--------------|-------------------|-----------------|-------------|-----------|
| Total MOE FUNDS: | | | | | 7,700.00 | .00 | |
| MT. PROSPECT/PROSPECT HEI | 430 | Dues for Quarter Ending | 10/02/2017 | 01-360-5310 | 85.00 | .00 | |
| MT. PROSPECT/PROSPECT HEI | 431 | Lunches for Quarter Ending in Se | 10/02/2017 | 01-360-5330 | 96.00 | .00 | |
| Total MT. PROSPECT/PROSPECT HEIGHTS ROTARY: | | | | | 181.00 | .00 | |
| NCPERS GROUP LIFE INS | 5270 | PD PREMIUM | 10/20/2017 | 01-000-2030 | 16.00 | .00 | |
| NCPERS GROUP LIFE INS | 7787 | PD PREMIUM | 10/20/2017 | 01-000-2030 | 32.00 | .00 | |
| Total NCPERS GROUP LIFE INS: | | | | | 48.00 | .00 | |
| NICOR GAS | 09/21/17 | 20-93-79-27870 7 | 09/21/2017 | 01-320-5410 | 103.42 | .00 | |
| NICOR GAS | 09-22-17 | WTR 70-06-34-0000 9 | 09/22/2017 | 51-300-5410 | 2.75 | .00 | |
| NICOR GAS | 3609997 | PD SRVC 98-65-54-0000 4 | 10/24/2017 | 01-320-5410 | 48.76 | .00 | |
| NICOR GAS | 3973416 | METRA 20-24-74-0000 3 | 10/24/2017 | 52-300-5410 | 25.29 | .00 | |
| NICOR GAS | 4241038 | CH 20-93-79-2787 7 | 10/23/2017 | 01-320-5410 | 204.65 | .00 | |
| NICOR GAS | 4790048 | PW 94-82-27-0000 4 | 10/24/2017 | 01-320-5410 | 46.19 | .00 | |
| Total NICOR GAS: | | | | | 431.06 | .00 | |
| NORTH EAST MULTI-REGIONAL | 226459 | Interviews and Interrogations | 10/18/2017 | 01-360-5330 | 400.00 | .00 | |
| Total NORTH EAST MULTI-REGIONAL TRAINING INC.: | | | | | 400.00 | .00 | |
| NORTH SHORE SIGN | 117721 | SIGN MAINTENANCE FEE | 11/01/2017 | 01-320-5100 | 38.00 | .00 | |
| Total NORTH SHORE SIGN: | | | | | 38.00 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 10-2017 | OCTOBER 2017 MEDICAL INSU | 10/31/2017 | 01-320-4100 | 1,258.00 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 10-2017 | OCTOBER 2017 MEDICAL INSU | 10/31/2017 | 01-340-4100 | 4,090.00 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 10-2017 | OCTOBER 2017 MEDICAL INSU | 10/31/2017 | 01-360-4100 | 30,640.00 | .00 | |
| NORTH SUBURBAN EMPLOYEE | 10-2017 | OCTOBER 2017 MEDICAL INSU | 10/31/2017 | 01-370-4101 | 8,158.00 | .00 | |
| Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT: | | | | | 44,146.00 | .00 | |
| OPP FRANCHISING INC. DBA J | CHC11170226 | CLEANING SERVICES | 11/01/2017 | 01-350-5104 | 1,132.00 | .00 | |
| Total OPP FRANCHISING INC. DBA JANI-KING IL: | | | | | 1,132.00 | .00 | |
| PARDEEP DEOL | 252 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total PARDEEP DEOL: | | | | | 34.00 | .00 | |
| PDC LABORATORIES INC | 878336 | WTR TESTING - COLIFORM | 10/15/2017 | 51-300-5100 | 65.00 | .00 | |
| Total PDC LABORATORIES INC: | | | | | 65.00 | .00 | |
| PENTEGRA SYSTEMS LLC | 56032 | ANNUAL FEE FOR INTRUSION | 10/06/2017 | 01-360-5610 | 420.00 | .00 | |
| Total PENTEGRA SYSTEMS LLC: | | | | | 420.00 | .00 | |
| PETTY CASH CH | 10/24/17 | POSTAGE | 10/24/2017 | 01-320-5700 | 28.75 | .00 | |
| PETTY CASH CH | 10/24/17 | SCREWDRIVER | 10/24/2017 | 01-320-5700 | 14.40 | .00 | |
| PETTY CASH CH | 10/24/17 | COMMUNITY DAYS | 10/24/2017 | 01-310-5950 | 49.21 | .00 | |
| PETTY CASH CH | 10/24/17 | PARKING | 10/24/2017 | 01-320-5700 | 28.00 | .00 | |
| PETTY CASH CH | 10/24/17 | WATER | 10/24/2017 | 01-320-5700 | 2.99 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|---|----------------|---------------------------|--------------|-------------------|-----------------|-------------|-----------|
| PETTY CASH CH | 10/24/17 | COFFEE/ BREAKFAST SUPPLIE | 10/24/2017 | 01-320-5700 | 92.40 | .00 | |
| PETTY CASH CH | 10/24/17 | STAMPS | 10/24/2017 | 01-320-5700 | 28.75 | .00 | |
| PETTY CASH CH | 10/24/17 | EMPLOYEE APPRECIATION | 10/24/2017 | 01-320-5700 | 26.30 | .00 | |
| PETTY CASH CH | 10/24/17 | COFFEE/ BREAKFAST SUPPLIE | 10/24/2017 | 01-320-5700 | 12.25 | .00 | |
| PETTY CASH CH | 10/24/17 | MAYOR APPRECIATION | 10/24/2017 | 01-320-5700 | 29.57 | .00 | |
| PETTY CASH CH | 10/24/17 | EMPLOYEE APPRECIATION | 10/24/2017 | 01-320-5700 | 26.48 | .00 | |
| PETTY CASH CH | 10/24/17 | PARKING | 10/24/2017 | 01-340-5700 | 33.00 | .00 | |
| PETTY CASH CH | 10/24/17 | SUPPLIES | 10/24/2017 | 01-340-5700 | 6.99 | .00 | |
| Total PETTY CASH CH: | | | | | 379.09 | .00 | |
| PROSPECT HEIGHTS PARK DIS | BLOCK PARTY | BLOCK PARTY | 10/24/2017 | 01-310-5950 | 9,543.81 | .00 | |
| Total PROSPECT HEIGHTS PARK DISTRICT: | | | | | 9,543.81 | .00 | |
| READY PRESS LLC | 80065 | Window Envelopes | 10/30/2017 | 01-320-5221 | 155.00 | .00 | |
| READY PRESS LLC | 80069 | Nameplates | 10/31/2017 | 01-340-5221 | 11.00 | .00 | |
| Total READY PRESS LLC: | | | | | 166.00 | .00 | |
| S D ENTERPRISES, INC. | 17-447R | ROAD BOND REFUND | 10/24/2017 | 72-000-2310 | 390.00 | .00 | |
| Total S D ENTERPRISES, INC.: | | | | | 390.00 | .00 | |
| SAFEBUILT INC. | 0034854 | Inspections | 09/30/2017 | 01-340-5100 | 1,651.50 | .00 | |
| Total SAFEBUILT INC.: | | | | | 1,651.50 | .00 | |
| SECOND CHANCE CARDIAC S | 17-010-416 | Powerheart Battery | 10/31/2017 | 01-360-7022 | 496.95 | .00 | |
| Total SECOND CHANCE CARDIAC SOLUTIONS: | | | | | 496.95 | .00 | |
| SHERWIN INDUSTRIES INC | SS072451 | METRA PARKING SIGNS | 09/29/2017 | 01-350-5721 | 4,300.00 | .00 | |
| Total SHERWIN INDUSTRIES INC: | | | | | 4,300.00 | .00 | |
| SNAPPY PHOTO GIFTS | 110911 | POLICE SHIRTS | 09/15/2017 | 01-360-5741 | 882.00 | .00 | |
| Total SNAPPY PHOTO GIFTS: | | | | | 882.00 | .00 | |
| SOLID WASTE AGENCY | 5765 | 10/17 Solid Waste | 11/01/2017 | 17-300-5420 | 25,985.62 | .00 | |
| Total SOLID WASTE AGENCY: | | | | | 25,985.62 | .00 | |
| SORVEIN PRIETO | 16-576B | ROAD BOND REFUND | 11/06/2017 | 72-000-2310 | 2,830.00 | .00 | |
| Total SORVEIN PRIETO: | | | | | 2,830.00 | .00 | |
| SPENCE RESTORATION NURS | N13934 | Little Blue Stern Seed LB | 11/06/2017 | 01-390-5916 | 505.00 | .00 | |
| Total SPENCE RESTORATION NURSERY, INC.: | | | | | 505.00 | .00 | |
| SUNROOMS BY ENVY | 17-128B | ROAD BOND REFUND | 11/06/2017 | 72-000-2310 | 282.00 | .00 | |
| Total SUNROOMS BY ENVY: | | | | | 282.00 | .00 | |
| THE MULCH CENTER | 32338 | Landscaping | 10/05/2017 | 01-350-5103 | 182.00 | .00 | |
| THE MULCH CENTER | 59082 | Landscaping | 10/25/2017 | 01-350-5635 | 140.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|--|----------------|----------------------------------|--------------|-------------------|-----------------|-------------|-----------|
| THE MULCH CENTER | 59375 | Landscaping | 10/30/2017 | 01-350-5635 | 84.00 | .00 | |
| Total THE MULCH CENTER: | | | | | 406.00 | .00 | |
| THOMPSON ELEVATOR INSPE | 17-3270 | ELEVATOR INSPECTIONS | 10/16/2017 | 01-340-5100 | 100.00 | .00 | |
| THOMPSON ELEVATOR INSPE | 17-3400 | ELEVATOR INSPECTIONS | 10/25/2017 | 01-340-5100 | 100.00 | .00 | |
| Total THOMPSON ELEVATOR INSPECT SVC, INC.: | | | | | 200.00 | .00 | |
| TODD GODAIR | 253 | MAP Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total TODD GODAIR: | | | | | 34.00 | .00 | |
| TONYS FINER FOODS ENTERP | 10/19/2017 | Sales Tax Rebate | 10/19/2017 | 01-380-5975 | 71,836.04 | .00 | |
| TONYS FINER FOODS ENTERP | 10/19/2017 | Sales Tax Rebate | 10/19/2017 | 01-380-5975 | 67,100.62 | .00 | |
| Total TONY'S FINER FOODS ENTERPRISES INC: | | | | | 138,936.66 | .00 | |
| TRESSLER LLP | 386421 | ATTORNEY SERVICES | 10/31/2017 | 01-320-5120 | 10,815.00 | .00 | |
| Total TRESSLER LLP: | | | | | 10,815.00 | .00 | |
| UNIFIRST CORPORATION | 0811235859 | Prof Services | 10/13/2017 | 01-350-5104 | 88.22 | .00 | |
| UNIFIRST CORPORATION | 0811237381 | Prof Services | 10/20/2017 | 01-350-5104 | 88.22 | .00 | |
| UNIFIRST CORPORATION | 0811239087 | Prof Services | 10/27/2017 | 01-350-5104 | 88.22 | .00 | |
| Total UNIFIRST CORPORATION: | | | | | 264.66 | .00 | |
| VERIZON WIRELESS | 9794307078 | GENERAL BALANCE | 10/10/2017 | 01-360-5610 | 570.26 | .00 | |
| VERIZON WIRELESS | 9795056905 | OCTOBER STATEMENT | 10/23/2017 | 51-300-5410 | 40.01 | .00 | |
| Total VERIZON WIRELESS: | | | | | 610.27 | .00 | |
| WAREHOUSE DIRECT OFFICE | 3665779-0 | PW OFFICE SUPPLIES | 10/24/2017 | 01-320-5700 | 120.84 | .00 | |
| WAREHOUSE DIRECT OFFICE | 3671758-0 | CH OFFICE SUPPLIES | 10/27/2017 | 01-340-5700 | 7.18 | .00 | |
| WAREHOUSE DIRECT OFFICE | 3671758-0 | CH OFFICE SUPPLIES | 10/27/2017 | 01-320-5700 | 5.14 | .00 | |
| WAREHOUSE DIRECT OFFICE | 3673183-0 | BUILD OFFICE SUPPLIES | 10/30/2017 | 01-320-5700 | 14.80 | .00 | |
| Total WAREHOUSE DIRECT OFFICE PROD INC.: | | | | | 147.96 | .00 | |
| WHEELING/PROSPECT HEIGHT | 5017 | Taste of Town - Wheeling Restaur | 10/02/2017 | 01-310-5300 | 330.00 | .00 | |
| Total WHEELING/PROSPECT HEIGHTS CC & INDUSTRY: | | | | | 330.00 | .00 | |
| WILLIAM CAPONIGRO | 10/31/2017 | EXPENSE REIMBURSEMENT | 10/31/2017 | 01-000-2061 | 109.00 | .00 | |
| WILLIAM CAPONIGRO | 11/7/17 | MEDICAL REIMBURSEMENT | 11/07/2017 | 01-000-2061 | 300.00 | .00 | |
| WILLIAM CAPONIGRO | 252 | MAP 252 Officers | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total WILLIAM CAPONIGRO: | | | | | 443.00 | .00 | |
| William Johnson | 1 | Finance | 11/06/2017 | 53-100-3884 | 400.40 | .00 | |
| Total William Johnson: | | | | | 400.40 | .00 | |
| William Suerth | 252 | MAp Dues | 11/10/2017 | 01-000-2052 | 34.00 | .00 | |
| Total William Suerth: | | | | | 34.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | GL Account Number | Net Invoice Amt | Amount Paid | Date Paid |
|-------------------------------|----------------|----------------------------|--------------|-------------------|-----------------|-------------|-----------|
| XTIVITY SOLUTIONS INC. | 1141 | Telephone Bill - September | 10/16/2017 | 01-320-5410 | 1,180.69 | .00 | |
| XTIVITY SOLUTIONS INC. | 1143 | PHONE AND INTERNET SERVIC | 11/01/2017 | 01-320-5410 | 1,226.00 | .00 | |
| XTIVITY SOLUTIONS INC. | 1144 | SERVICE AND SECURITY SUPP | 11/01/2017 | 01-320-5410 | 750.00 | .00 | |
| XTIVITY SOLUTIONS INC. | 1145 | REPLACE VIDEO CAM CH | 10/26/2017 | 01-320-5410 | 85.00 | .00 | |
| Total XTIVITY SOLUTIONS INC.: | | | | | 3,241.69 | .00 | |
| Grand Totals: | | | | | 384,612.14 | .00 | |

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 1
Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|---------------------------|----------------|----------------------------------|--------------|--------------------|-------------|-----------|
| GENERAL FUND | | | | | | | |
| 01-000-2030 WITHHOLDING INSURAN | NCPERS GROUP LIFE INS | 5270 | PD PREMIUM | 10/20/2017 | 16.00 | | .00 |
| 01-000-2030 WITHHOLDING INSURAN | NCPERS GROUP LIFE INS | 7787 | PD PREMIUM | 10/20/2017 | 32.00 | | .00 |
| 01-000-2031 WITHHOLDING - Q AFLA | AFLAC | 932357 | AFLAC WITHHOLDING | 10/31/2017 | 201.02 | | .00 |
| 01-000-2050 W/H LOCAL 150 UNION | IJOE LOCAL 150 ADMIN | #150 A 11/10/1 | LOCAL 150 ADMIN DUES | 11/10/2017 | 303.91 | | .00 |
| 01-000-2050 W/H LOCAL 150 UNION | IJOE LOCAL 150 MEMBERSHIP | #150 M 11/10/1 | LOCAL 150 MEMBERSHIP DUE | 11/10/2017 | 58.85 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | ALAN THIBEAULT | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | CHRISTOPHER SKEET | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | CORY SIMPSON | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | DURON, JESUS | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | JERRY COGLIANESE | 253 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | JOCELYN GARZA | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | JOHN YANKE | 253 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | KEITH O'CONNOR | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | KEVIN LANGE | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | MARK PORLIER | 253 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | MARK PUFUNDT | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | MATTHEW WILLIS | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | Michael Coglianeses | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | MICHAEL STONE | 253 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | MIKE SMITH | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | MILORAD DERMAN | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | MITHCELL WEBBER | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | PARDEEP DEOL | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | TODD GODAIR | 253 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | WILLIAM CAPONIGRO | 252 | MAP 252 Officers | 11/10/2017 | 34.00 | | .00 |
| 01-000-2052 WITHHOLDING POLICE U | William Suerth | 252 | MAP DUES | 11/10/2017 | 34.00 | | .00 |
| 01-000-2060 WITHHOLDING FLEX ME | MIKE SMITH | 11/1/17 | Expense Reimbursement | 11/01/2017 | 2,595.80 | | .00 |
| 01-000-2061 WITHHOLDING FLEX ME | JOHN YANKE | 100 | SECTION 125 REIMBURSEMENT | 10/25/2017 | 468.90 | | .00 |
| 01-000-2061 WITHHOLDING FLEX ME | WILLIAM CAPONIGRO | 10/31/2017 | EXPENSE REIMBURSEMENT | 10/31/2017 | 109.00 | | .00 |
| 01-000-2061 WITHHOLDING FLEX ME | WILLIAM CAPONIGRO | 11/7/17 | MEDICAL REIMBURSEMENT | 11/07/2017 | 300.00 | | .00 |
| Total : | | | | | 4,799.48 | | .00 |
| CITY COUNCIL & BOARDS | | | | | | | |
| 01-310-5100 PROFESSIONAL SERVIC | MIGHTY MITES | 8564 | PLAQUES FOR PROCLAMATIO | 11/06/2017 | 78.00 | | .00 |
| 01-310-5300 ALDERMANIC EXPENSE | WHEELING/PROSPECT HEIGHT | 5017 | Taste of Town - Wheeling Restaur | 10/02/2017 | 330.00 | | .00 |
| 01-310-5950 SPECIAL EVENTS | PETTY CASH CH | 10/24/17 | COMMUNITY DAYS | 10/24/2017 | 49.21 | | .00 |
| 01-310-5950 SPECIAL EVENTS | PROSPECT HEIGHTS PARK DIS | BLOCK PARTY | BLOCK PARTY | 10/24/2017 | 9,543.81 | | .00 |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting

Page: 2

Nov 08, 2017 01:34PM

Report dates: 10/24/2017-11/14/2017

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|-----------|
| Total CITY COUNCIL & BOARDS: | | | | | | | |
| | | | | | 10,001.02 | .00 | |
| ADMINISTRATION | | | | | | | |
| 01-320-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 10-2017 | OCTOBER 2017 MEDICAL INSU | 10/31/2017 | 1,258.00 | .00 | |
| 01-320-5100 PROFESSIONAL SERVICE | NORTH SHORE SIGN | 117721 | SIGN MAINTENANCE FEE | 11/01/2017 | 38.00 | .00 | |
| 01-320-5101 AUDIT | LAUTERBACH & AMEN, LLP | 24627 | September Service | 10/23/2017 | 18,750.00 | .00 | |
| 01-320-5120 CITY ATTORNEY | TRESSLER LLP | 386421 | ATTORNEY SERVICES | 10/31/2017 | 10,815.00 | .00 | |
| 01-320-5121 HOUSING ATTORNEY | GUY M KARM | 10/20/17 | HOUSING COURT | 10/20/2017 | 6,000.00 | .00 | |
| 01-320-5122 CITY PROSECUTOR | CYNTHIA LA MANTIA | 2 | COURT REPORTING SERVICES | 11/06/2017 | 280.00 | .00 | |
| 01-320-5122 CITY PROSECUTOR | GUY M KARM | 10/20/17 | City Prosecutor | 10/20/2017 | 1,750.00 | .00 | |
| 01-320-5122 CITY PROSECUTOR | GUY M KARM | 10/20/17 | City Prosecutor | 10/20/2017 | 1,750.00 | .00 | |
| 01-320-5122 CITY PROSECUTOR | GUY M KARM | 10/20/17 | City Prosecutor | 10/20/2017 | 1,750.00 | .00 | |
| 01-320-5123 LABOR ATTORNEY | FRANCZEK RADELET | 179392 | 2017 Sergeants Negotiations | 10/23/2017 | 1,276.50 | .00 | |
| 01-320-5123 LABOR ATTORNEY | JACKSON LEWIS P.C. | 7019162 | Prof Services | 10/31/2017 | 306.00 | .00 | |
| 01-320-5130 COMPUTER CONSULTA | CONSTANT CONTACT, INC | 15HBR8UAB30 | Email Plus | 11/01/2017 | 546.00 | .00 | |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 23271 | Computer Services | 11/01/2017 | 2,720.00 | .00 | |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 23296 | Computer Services | 11/01/2017 | 650.00 | .00 | |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 23308 | Computer Services | 11/01/2017 | 140.00 | .00 | |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 23344 | Computer Services | 10/30/2017 | 299.00 | .00 | |
| 01-320-5130 COMPUTER CONSULTA | DEKIND COMPUTER CONSULT | 23375 | Computer Services | 11/01/2017 | 105.00 | .00 | |
| 01-320-5221 PRINTING | READY PRESS LLC | 80065 | Window Envelopes | 10/30/2017 | 155.00 | .00 | |
| 01-320-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 281.15 | .00 | |
| 01-320-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 4.20 | .00 | |
| 01-320-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | AT&T | 10/19/2017 | 157.39 | .00 | |
| 01-320-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | AT&T | 10/19/2017 | 483.01 | .00 | |
| 01-320-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | AT&T | 10/19/2017 | 86.84 | .00 | |
| 01-320-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 254.85 | .00 | |
| 01-320-5410 UTILITIES | ILLINOIS-AMERICAN WATER C | 11/1/17 | 401 PIPER LN | 11/01/2017 | 42.93 | .00 | |
| 01-320-5410 UTILITIES | NICOR GAS | 09/21/17 | 20-93-79-27870 7 | 09/21/2017 | 103.42 | .00 | |
| 01-320-5410 UTILITIES | NICOR GAS | 3609997 | PD SRVC 98-65-54-0000 4 | 10/24/2017 | 48.76 | .00 | |
| 01-320-5410 UTILITIES | NICOR GAS | 4241038 | CH 20-93-79-2787 7 | 10/23/2017 | 204.65 | .00 | |
| 01-320-5410 UTILITIES | NICOR GAS | 4790048 | PW 94-82-27-0000 4 | 10/24/2017 | 46.19 | .00 | |
| 01-320-5410 UTILITIES | XTIVITY SOLUTIONS INC. | 1141 | Telephone Bill - September | 10/16/2017 | 1,180.69 | .00 | |
| 01-320-5410 UTILITIES | XTIVITY SOLUTIONS INC. | 1143 | PHONE AND INTERNET SERVIC | 11/01/2017 | 1,226.00 | .00 | |
| 01-320-5410 UTILITIES | XTIVITY SOLUTIONS INC. | 1144 | SERVICE AND SECURITY SUPP | 11/01/2017 | 750.00 | .00 | |
| 01-320-5410 UTILITIES | XTIVITY SOLUTIONS INC. | 1145 | REPLACE VIDEO CAM CH | 10/26/2017 | 85.00 | .00 | |
| 01-320-5410 UTILITIES | XTIVITY SOLUTIONS INC. | 10/19/17 | CREDIT CARD FEE | 10/19/2017 | 80.86 | .00 | |
| 01-320-5430 CREDIT CARD & BANK C | CARDMEMBER SERVICE | 10/19/17 | COSTCO | 10/19/2017 | 2.99 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | CARDMEMBER SERVICE | 10/19/17 | COSTCO | 10/19/2017 | 1.12 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | LOGSDON OFFICE SUPPLY | 0119544-001 | paper Copy | 10/24/2017 | 64.90 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 3
Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|----------------------------------|----------------|----------------------------|--------------|--------------------|-------------|-----------|
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | POSTAGE | 10/24/2017 | 28.75 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | SCREWDRIVER | 10/24/2017 | 14.40 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | PARKING | 10/24/2017 | 28.00 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | WATER | 10/24/2017 | 2.99 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | COFFEE/ BREAKFAST SUPPLIE | 10/24/2017 | 92.40 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | STAMPS | 10/24/2017 | 28.75 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | EMPLOYEE APPRECIATION | 10/24/2017 | 26.30 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | COFFEE/ BREAKFAST SUPPLIE | 10/24/2017 | 12.25 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | MAYOR APPRECIATION | 10/24/2017 | 29.57 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | EMPLOYEE APPRECIATION | 10/24/2017 | 26.48 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 3665779-0 | PW OFFICE SUPPLIES | 10/24/2017 | 120.84 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 3671758-0 | CH OFFICE SUPPLIES | 10/27/2017 | 5.14 | .00 | |
| 01-320-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 3673183-0 | BUILD OFFICE SUPPLIES | 10/30/2017 | 14.80 | .00 | |
| Total ADMINISTRATION: | | | | | 54,124.12 | .00 | |
| BUILDING DEPARTMENT | | | | | | | |
| 01-340-4100 HEALTH INSURANCE | NORTH SUBURBAN EMPLOYEE | 10-2017 | OCTOBER 2017 MEDICAL INSU | 10/31/2017 | 4,090.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | DARRELL TAYLOR | EXPENSE REI | expense reimbursement | 11/03/2017 | 250.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | FOOD & ALCOHOL SERVICE TR | 2017-13 | Sanitation Inspections | 10/28/2017 | 845.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | JEFFREY L BAUREIS | 24 | ELECTRICAL INSP | 10/28/2017 | 3,553.50 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | SAFE BUILT INC. | 0034854 | Inspections | 09/30/2017 | 1,651.50 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | THOMPSON ELEVATOR INSPE | 17-3270 | ELEVATOR INSPECTIONS | 10/16/2017 | 100.00 | .00 | |
| 01-340-5100 PROFESSIONAL SERVIC | THOMPSON ELEVATOR INSPE | 17-3400 | ELEVATOR INSPECTIONS | 10/25/2017 | 100.00 | .00 | |
| 01-340-5110 ENGINEERING | GEWALT HAMILTON ASSOCIAT | 10/20/17 | ENGINEERING SERVICES | 10/20/2017 | 18,014.89 | .00 | |
| 01-340-5221 PRINTING | READY PRESS LLC | 80069 | Nameplate | 10/31/2017 | 11.00 | .00 | |
| 01-340-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | PARKING | 10/24/2017 | 33.00 | .00 | |
| 01-340-5700 OFFICE SUPPLIES | PETTY CASH CH | 10/24/17 | SUPPLIES | 10/24/2017 | 6.99 | .00 | |
| 01-340-5700 OFFICE SUPPLIES | WAREHOUSE DIRECT OFFICE | 3671758-0 | CH OFFICE SUPPLIES | 10/27/2017 | 7.18 | .00 | |
| Total BUILDING DEPARTMENT: | | | | | 28,663.06 | .00 | |
| PUBLIC WORKS | | | | | | | |
| 01-350-4100 HEALTH INSURANCE | MOE FUNDS | 12/2017 | HEALTH/DENTAL INS PREMIUM | 11/07/2017 | 7,700.00 | .00 | |
| 01-350-5020 VEHICLE MAINTENANCE | CARDMEMBER SERVICE | 10/19/17 | REPLACEMENT MIRRORS | 10/19/2017 | 128.99 | .00 | |
| 01-350-5031 SIGNAL MAINTENANCE | CARDMEMBER SERVICE | 10/19/17 | ROBERT AVE ACCESS GATE | 10/19/2017 | 90.62 | .00 | |
| 01-350-5031 SIGNAL MAINTENANCE | CC Dept of Transportation & High | 2017-3 | Maint Services | 10/03/2017 | 1,101.75 | .00 | |
| 01-350-5031 SIGNAL MAINTENANCE | IL DEPT OF TRANSPORTATION | 52102 | IDOT TRAFFIC SIGNAL MAINT. | 11/01/2017 | 2,343.90 | .00 | |
| 01-350-5100 PROFESSIONAL SERVIC | HOME DEPOT CREDIT SERVIC | 5593730 | SUPPLIES | 10/05/2017 | 27.94 | .00 | |
| 01-350-5100 PROFESSIONAL SERVIC | HOME DEPOT CREDIT SERVIC | 7020137 | SUPPLIES | 10/03/2017 | 39.94 | .00 | |
| 01-350-5103 PROF SERVICES - FORE | THE MULCH CENTER | 32338 | Landscaping | 10/05/2017 | 182.00 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 5
Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|---------------------------|----------------|----------------------------------|--------------|--------------------|-------------|-----------|
| 01-360-5310 MEMBERSHIPS | MT. PROSPECT/PROSPECT HEI | 430 | Dues for Quarter Ending | 10/02/2017 | 85.00 | .00 | |
| 01-360-5330 TRAINING | CARDMEMBER SERVICE | 10/19/17 | CONFERENCE | 10/19/2017 | 25.00 | .00 | |
| 01-360-5330 TRAINING | CARDMEMBER SERVICE | 10/19/17 | ITOA CONFERENCE | 10/19/2017 | 325.00 | .00 | |
| 01-360-5330 TRAINING | DURON, JESUS | 10/17/17 | PD TRAINING REIMBURSEMENT | 10/17/2017 | 16.88 | .00 | |
| 01-360-5330 TRAINING | MT. PROSPECT/PROSPECT HEI | 431 | Lunches for Quarter Ending in Se | 10/02/2017 | 96.00 | .00 | |
| 01-360-5330 TRAINING | NORTH EAST MULTI-REGIONAL | 226459 | Interviews and Interrogations | 10/18/2017 | 400.00 | .00 | |
| 01-360-5610 EQUIPMENT MAINTENA | CARDMEMBER SERVICE | 10/19/17 | EQUIPMENT | 10/19/2017 | 144.00 | .00 | |
| 01-360-5610 EQUIPMENT MAINTENA | CARDMEMBER SERVICE | 10/19/17 | DVDS | 10/19/2017 | 57.94 | .00 | |
| 01-360-5610 EQUIPMENT MAINTENA | PENTEGRA SYSTEMS LLC | 56032 | ANNUAL FEE FOR INTRUSION | 10/06/2017 | 420.00 | .00 | |
| 01-360-5610 EQUIPMENT MAINTENA | VERIZON WIRELESS | 9794307078 | GENERAL BALANCE | 10/10/2017 | 570.26 | .00 | |
| 01-360-5700 OFFICE SUPPLIES | CARDMEMBER SERVICE | 10/19/17 | COSTCO | 10/19/2017 | 6.99 | .00 | |
| 01-360-5700 OFFICE SUPPLIES | CARDMEMBER SERVICE | 10/19/17 | SUPPLIES | 10/19/2017 | 17.79 | .00 | |
| 01-360-5700 OFFICE SUPPLIES | CARDMEMBER SERVICE | 10/19/17 | SUPPLIES | 10/19/2017 | 102.00 | .00 | |
| 01-360-5710 OPERATING SUPPLIES | CROWN TROPHY | 8879 | Terch Services | 10/30/2017 | 37.00 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 27304 | PD UNIFORMS | 10/26/2017 | 80.00 | .00 | |
| 01-360-5741 CLOTHING | JG UNIFORMS INC | 27316 | PD UNIFORMS | 10/26/2017 | 155.40 | .00 | |
| 01-360-5741 CLOTHING | MILORAD DERMAN | 11/02/17 | Badge Wallet | 11/02/2017 | 42.06 | .00 | |
| 01-360-5741 CLOTHING | SNAPPY PHOTO GIFTS | 110911 | POLICE SHIRTS | 09/15/2017 | 882.00 | .00 | |
| 01-360-5751 GASOLINE | MILORAD DERMAN | 11/03/17 | Travel Reimbursement - Gas | 11/03/2017 | 42.94 | .00 | |
| 01-360-7022 POLICE TECH/SAFETY S | CARDMEMBER SERVICE | 10/19/17 | TRAINING BATON | 10/19/2017 | 134.55 | .00 | |
| 01-360-7022 POLICE TECH/SAFETY S | SECOND CHANCE CARDIAC S | 17-010-416 | Powerheart Battery | 10/31/2017 | 496.95 | .00 | |
| Total PUBLIC SAFETY: | | | | | 44,402.20 | .00 | |
| REIMBURSABLE EXP | | | | | | | |
| 01-370-4101 RETIREE HEALTH INSUR | NORTH SUBURBAN EMPLOYEE | 10-2017 | OCTOBER 2017 MEDICAL INSU | 10/31/2017 | 8,158.00 | .00 | |
| Total REIMBURSABLE EXP: | | | | | 8,158.00 | .00 | |
| OTHER EXPENSES | | | | | | | |
| 01-380-5975 SALES TAX REBATE | TONY'S FINER FOODS ENTERP | 10/19/2017 | Sales Tax Rebate | 10/19/2017 | 71,836.04 | .00 | |
| 01-380-5975 SALES TAX REBATE | TONY'S FINER FOODS ENTERP | 10/19/2017 | Sales Tax Rebate | 10/19/2017 | 67,100.62 | .00 | |
| Total OTHER EXPENSES: | | | | | 138,936.66 | .00 | |
| GRANTS | | | | | | | |
| 01-390-5916 GRANT - GREEN REGIO | SPENCE RESTORATION NURS | N13934 | Little Blue Stem Seed LB | 11/06/2017 | 505.00 | .00 | |
| Total GRANTS: | | | | | 505.00 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 6
Nov 08, 2017 01:34PM

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

Total GENERAL FUND:

| | | | | | | | |
|--|--|--|--|--|------------|-----|--|
| | | | | | 311,932.29 | .00 | |
|--|--|--|--|--|------------|-----|--|

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 7
Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|---------------------------|----------------|------------------------|--------------|--------------------|-------------|-----------|
| TOURISM DISTRICT EXPENSES | | | | | | | |
| 13-300-5108 BEAUTIFICATION | HALLORAN & YAUCH, INC | 7767 | Landscaping | 10/19/2017 | 506.80 | .00 | |
| 13-300-5108 BEAUTIFICATION | ILLINOIS-AMERICAN WATER C | 11/01/17 | 1250 S RIVER RD B-IRRG | 11/01/2017 | 496.65 | .00 | |
| 13-300-5108 BEAUTIFICATION | ILLINOIS-AMERICAN WATER C | 11-1-17 | 700 N MILWAUKEE IRRIG | 11/01/2017 | 421.61 | .00 | |
| 13-300-5108 BEAUTIFICATION | LANDSCAPE CONCEPTS MANA | 133165 | Work Order 72127 | 10/23/2017 | 11,401.00 | .00 | |
| 13-300-5108 BEAUTIFICATION | LANDSCAPE CONCEPTS MANA | 134235 | LANDSCAPE MAINTENANCE | 11/01/2017 | 508.92 | .00 | |
| Total EXPENSES: | | | | | 13,334.98 | .00 | |
| Total TOURISM DISTRICT: | | | | | 13,334.98 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 8
Nov 08, 2017 01:34PM

| 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 | 5765 | 10/17 Solid Waste | 11/01/2017 | 25,985.62 | .00 | |
| Total EXPENSES: | | | | | 25,985.62 | .00 | |
| Total SOLID WASTE DISPOSAL FUND: | | | | | 25,985.62 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 9
Nov 08, 2017 01:34PM

| 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 | CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 30.48 | .00 | |
| 25-300-5050 SYSTEM MAINTENANCE | CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 135.00 | .00 | |
| 25-300-5050 SYSTEM MAINTENANCE | CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 34.30 | .00 | |
| 25-300-5050 SYSTEM MAINTENANCE | CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 162.51 | .00 | |
| 25-300-5050 SYSTEM MAINTENANCE | CARDMEMBER SERVICE | 10/19/17 | STORM PIPE TOOL | 10/19/2017 | 59.44 | .00 | |
| 25-300-5050 SYSTEM MAINTENANCE | CONSTELLATION NEWENERGY | 0041895850 | Energy Service | 10/11/2017 | 107.20 | .00 | |
| 25-300-5050 SYSTEM MAINTENANCE | CONSTELLATION NEWENERGY | 0041896640 | Energy Service | 10/11/2017 | 57.87 | .00 | |
| Total EXPENSES: | | | | | 586.80 | .00 | |
| Total SSA #5: | | | | | 586.80 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 10
Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-------------------------|----------------|----------------|--------------|--------------------|-------------|-----------|
| SSA #8 EXPENSES 28-300-5100 PROFESSIONAL SERVIC | CONSTELLATION NEWENERGY | 0041895443 | Energy Service | 10/11/2017 | 125.76 | .00 | |
| Total EXPENSES: | | | | | 125.76 | .00 | |
| Total SSA #8: | | | | | 125.76 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting

Page: 11

Report dates: 10/24/2017-11/14/2017

Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------|---------------------------|----------------|-------------------------|--------------|--------------------|-------------|-----------|
| WATER FUND | | | | | | | |
| EXPENSES | | | | | | | |
| 51-300-5100 PROFESSIONAL SERVIC | HACH COMPANY | 10657192 | WTR SYS MAINT | 10/10/2017 | 304.79 | .00 | |
| 51-300-5100 PROFESSIONAL SERVIC | M.E. SIMPSON CO INC | 30595 | EMERGENCY WATER MAIN RE | 10/11/2017 | 610.00 | .00 | |
| 51-300-5100 PROFESSIONAL SERVIC | METROPOLITAN INDUSTRIES I | 0000327724 | PUMP STATION SERVICE | 10/23/2017 | 213.00 | .00 | |
| 51-300-5100 PROFESSIONAL SERVIC | PDC LABORATORIES INC | 878336 | WTR TESTING - COLIFORM | 10/15/2017 | 65.00 | .00 | |
| 51-300-5200 POSTAGE | FEDEX | 5-971-92090 | ADMIN SHIPPING | 10/25/2017 | 86.22 | .00 | |
| 51-300-5221 PRINTING | LITHO SPECIALISTS INC. | 1S28296 | POSTCARDS FOR WATER | 11/01/2017 | 346.00 | .00 | |
| 51-300-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 149.85 | .00 | |
| 51-300-5410 UTILITIES | CARDMEMBER SERVICE | 10/19/17 | COMCAST | 10/19/2017 | 157.90 | .00 | |
| 51-300-5410 UTILITIES | CONSTELLATION NEWENERGY | 0042224897 | 1-04M76Y | 11/01/2017 | 1,278.34 | .00 | |
| 51-300-5410 UTILITIES | NICOR GAS | 09-22-17 | WTR 70-06-34-0000 9 | 09/22/2017 | 2.75 | .00 | |
| 51-300-5410 UTILITIES | VERIZON WIRELESS | 9795056905 | OCTOBER STATEMENT | 10/23/2017 | 40.01 | .00 | |
| Total EXPENSES: | | | | | 3,253.86 | .00 | |
| Total WATER FUND: | | | | | 3,253.86 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 12
Nov 08, 2017 01:34PM

| 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 | CONSTELLATION NEWENERGY | 0041892749 | Energy Service | 10/11/2017 | 138.43 | .00 | |
| 52-300-5410 UTILITIES | CONSTELLATION NEWENERGY | 0041896182 | Energy Service | 10/11/2017 | 200.03 | .00 | |
| 52-300-5410 UTILITIES | CONSTELLATION NEWENERGY | 0041897556 | Energy Service | 10/11/2017 | 82.68 | .00 | |
| 52-300-5410 UTILITIES | NICOR GAS | 3973416 | METRA 20-24-74-0000 3 | 10/24/2017 | 25.29 | .00 | |
| 52-300-5511 FACILITY RENT | COM ED - Oak Brook | 10/23/17 | PARKING LEASE | 10/23/2017 | 21,000.00 | .00 | |
| Total EXPENSES: | | | | | 21,446.43 | .00 | |
| Total PARKING FUND: | | | | | 21,446.43 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 13
Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------------------------|------------------------|----------------|---------------------|--------------|--------------------|-------------|-----------|
| SANITARY SEWER FUND | | | | | | | |
| REVENUES | | | | | | | |
| 53-100-3884 SANITARY SEWER CHAR | CLIFFORD STACK | 10/31/17 | SEWER REFUND | 10/31/2017 | 117.00 | .00 | |
| 53-100-3884 SANITARY SEWER CHAR | William Johnson | 1 | Finance | 11/06/2017 | 400.40 | .00 | |
| Total REVENUES: | | | | | 517.40 | .00 | |
| EXPENSES | | | | | | | |
| 53-300-5200 POSTAGE | CARDMEMBER SERVICE | 10/19/17 | POSTAGE | 10/19/2017 | 1,190.00 | .00 | |
| 53-300-5221 PRINTING | LITHO SPECIALISTS INC. | 1S28296 | POSTCARDS FOR SEWER | 11/01/2017 | 1,115.00 | .00 | |
| Total EXPENSES: | | | | | 2,305.00 | .00 | |
| Total SANITARY SEWER FUND: | | | | | 2,822.40 | .00 | |

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting
Report dates: 10/24/2017-11/14/2017Page: 14
Nov 08, 2017 01:34PM

| GL Account and Title | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|-----------------------------|----------------|---------------------|--------------|--------------------|-------------|------------|
| ROAD & BUILDING BOND ESCROW | | | | | | | |
| 72-000-2310 DEPOSIT ROAD/BUILDE | GAMBINO & SONS LANDSCAPI | 17-210R | REFUND ROAD BOND | 04/26/2017 | 500.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILDE | JEFF GOBLE | 17-25B | Stop Payment Fee | 10/10/2017 | 35.00- | 35.00- | 11/06/2017 |
| 72-000-2310 DEPOSIT ROAD/BUILDE | JEFF GOBLE | 17-25B | STOP PAYMENT REFUND | 10/10/2017 | 35.00 | 35.00 | 11/08/2017 |
| 72-000-2310 DEPOSIT ROAD/BUILDE | Kirzie Real Estate Services | 16-543R | Refund Road Bond | 11/15/2016 | 500.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILDE | MARIUSZ WORWA | 17-527B | ROAD BOND REFUND | 10/24/2017 | 622.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILDE | S D ENTERPRISES, INC. | 17-447R | ROAD BOND REFUND | 10/24/2017 | 390.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILDE | SORVEIN PRIETO | 16-576B | ROAD BOND REFUND | 11/06/2017 | 2,830.00 | .00 | |
| 72-000-2310 DEPOSIT ROAD/BUILDE | SUNROOMS BY ENVY | 17-128B | ROAD BOND REFUND | 11/06/2017 | 282.00 | .00 | |
| Total : | | | | | 5,124.00 | .00 | |
| Total ROAD & BUILDING BOND ESCROW: | | | | | 5,124.00 | .00 | |
| Grand Totals: | | | | | 384,612.14 | .00 | |

| GL Account and Title | Net Invoice Amount | Amount Paid | Date Paid |
|--|--------------------|-------------|-----------|
| GENERAL FUND | | | |
| Total GENERAL FUND: | 311,932.29 | .00 | |
| TOURISM DISTRICT | | | |
| Total TOURISM DISTRICT: | 13,334.98 | .00 | |
| SOLID WASTE DISPOSAL FUND | | | |
| Total SOLID WASTE DISPOSAL FUND: | 25,985.62 | .00 | |
| SSA #5 | | | |
| Total SSA #5: | 586.80 | .00 | |
| SSA #8 | | | |
| Total SSA #8: | 125.76 | .00 | |
| WATER FUND | | | |
| Total WATER FUND: | 3,253.86 | .00 | |
| PARKING FUND | | | |
| Total PARKING FUND: | 21,446.43 | .00 | |
| SANITARY SEWER FUND | | | |
| Total SANITARY SEWER FUND: | 2,822.40 | .00 | |
| ROAD & BUILDING BOND ESCROW | | | |
| Total ROAD & BUILDING BOND ESCROW: | 5,124.00 | .00 | |
| Grand Totals: | 384,612.14 | .00 | |