



**City of Prospect Heights  
CITY COUNCIL MEETING**

**Tuesday, April 15, 2025 at 6:00 PM**

**Prospect Heights City Hall  
8 North Elmhurst Road**

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

**The City Council Meeting of the Mayor and City Council of the City of Prospect Heights will be held on **TUESDAY, APRIL 15, 2025 AT 6:00 PM.****

**In Person in the Council Chambers, Prospect Heights City Hall, 8 North Elmhurst Road, Prospect Heights, Illinois, Mayor Patrick Ludvigsen presiding.**

**This meeting will be broadcast live on cable channels: COMCAST CHANNEL 17, ASTOUND CHANNEL 1176 and AT&T U-VERSE CHANNEL 99. It will also be recorded and rebroadcast on COMCAST CHANNEL 17, ASTOUND CHANNEL 1176 and AT&T U-VERSE CHANNEL 99.**

**Attendees who wish to speak on Agenda or non-agenda items will be provided an opportunity during the meeting. There is a FIVE-MINUTE TIME LIMIT for speakers.**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
  - A. March 24, 2025, City Council Regular Meeting Minutes**  
**Action Requested: (Motion, Second, Roll Call Vote)**
- 4. PRESENTATIONS**
  - A. FY2025-26 Chicago Executive Airport Budget Presentation by Jason G. Griffith**
  - B. Garfield's Beverage Request to Discuss the Prohibition of Delta-8 and Delta-9 THC Products**
- 5. APPOINTMENTS, CONFIRMATIONS, AND PROCLAMATIONS**
- 6. PUBLIC COMMENTS ON AGENDA MATTERS (FIVE MINUTES TIME LIMIT)**  
(Citizens are asked to identify the agenda item they would like to address and will be provided the opportunity to speak to the issue after its presentation and before City Council action)
- 7. CONSENT AGENDA**

**This meeting will be recorded and made available on your local Cable Channel, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website.**

(All items listed on the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the general order of business and considered as a separate Agenda item.)

**Action Requested: (Motion, Second, Voice Vote)**

- A.** Arbor Day Proclamation – Arbor Day – Friday, April 25, 2025
- B.** **O-25-05** Staff Memo and Ordinance Establishing Water Rates for FY2025-26 (**2nd Reading**)
- C.** **R-25-21** Memo and Resolution Approving the FY2025-26 Budget for Chicago Executive Airport
- D.** **R-25-22** Memo and Resolution Approving an Agreement Between the City of Prospect Heights and Metropolitan Alliance of Police, Chapter #252
- E.** **R-25-23** Memo and Resolution Authorizing the Acceptance of the Donation of Real Property Located on Plaza Drive and Approving a Plat of Dedication Plaza Drive

**8. OLD BUSINESS**

**9. NEW BUSINESS**

- A.** **O-25-06** Staff Memo and Ordinance Amending Title 1 of City Code and Adopting the Pay Plan (Compensation of Officers, Employee Salaries and Pay Plan) (**1st Reading**)  
**Action Requested: (Discussion/Informational)**
- B.** **O-25-07** Staff Memo and Ordinance Adopting the FY2025-26 Budget for the City of Prospect Heights (**1st Reading**)  
**Action Requested: (Discussion/Informational)**
- C.** **O-25-08** Business Liquor License Request and Ordinance Increasing the Number of “B-3” Liquor Licenses from 1 to 2 (Full Liquor – Monday through Sunday from 7:00 am to 12 Midnight) for Deli 4 You Market, 9 E Camp McDonald Road (**1st Reading**)  
**Action Requested: (Discussion/Informational)**
- D.** **O-25-09** Staff Memo and Ordinance Implementing a Municipal Grocery Retailers’ Occupation Tax and a Municipal Grocery Service Occupation Tax for the City of Prospect Heights (**1st Reading**)  
**Action Requested: (Discussion/Informational)**
- E.** **R-25-24** Staff Memo and Resolution Authorizing and Awarding Bid Recommendation for the Levee 37 Wall Repair Project with Alliance Contractors, Inc. for a Cost of \$1,148,765.00 with a Recommended 10% Contingency for Unforeseen Underground Conditions

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

- F. R-25-25** Staff Memo and Resolution Approving an Amendment to the Employee Manual of the City of Prospect Heights

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

- G. R-25-26** Resolution Approving a Legal Services Agreement Between the City of Prospect Heights and Tressler LLP

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

**10. STAFF, ELECTED OFFICIALS, AND COMMISSION REPORTS**

**11. APPROVAL OF WARRANTS**

**A. Approval of Expenditures**

General Fund	\$168,268.60
Motor Fuel Tax Fund	\$0.00
Tourism District	\$2,564.45
Solid Waste Fund	\$34,050.00
Drug Enforcement Agenda Fund	\$4,750.00
Special Service Area #1	\$0.00
Special Service Area #2	\$0.00
Special Service Area #3	\$0.00
Special Service Area #4	\$0.00
Special Service Area #5	\$138.48
Special Service Area - Constr #6 (Water Main)	\$0.00
Special Service Area - #8 Levee Wall #37	\$212.38
Capital Improvements	\$59,264.13
Special Service Area - Debt #6	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$10,854.20
Parking Fund	\$954.08
Sanitary Sewer Fund	\$14,757.10
Road/Building Bond Escrow	\$0.00
<b>TOTAL</b>	<b>\$295,813.42</b>

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<b>Wire Payments</b>	
<b>03.21.25 Payroll</b>	<b>\$180,679.19</b>
<b>04.04.25 Payroll</b>	<b>\$176,537.71</b>
<b>TOTAL WARRANT</b>	<b>\$653,030.32</b>

**12. PUBLIC COMMENT ON NON-AGENDA MATTERS (FIVE MINUTE TIME LIMIT)**

**13. EXECUTIVE SESSION**

**14. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

**15. ADJOURNMENT**

**Action Requested: (Motion, Second, Voice Vote)**

Posted by 12:00 PM, April 11, 2025

# Message from the Executive Director

**To:** Board of Directors

**From:** Jeffrey Miller



Chairman Harris and Members of the Board,

I am pleased to present this year's budget, which reflects our continued commitment to fiscal responsibility and the steady demand for Chicago Executive Airport as a premier destination for aircraft operators. The strong interest in hangar space underscores our airport's value in the industry, and as we enter the new fiscal year, our senior leadership team will outline key priorities for their respective departments.

Our overarching theme remains operational excellence, even as we plan for major initiatives. Notably, in 2026, the airport will celebrate its 100th anniversary. To commemorate this milestone, we are budgeting for a series of events throughout the year. Additionally, we are initiating plans for a new Aviation Community Center, which would replace our existing administrative offices. This facility will serve as a hub for community engagement, providing space for local organizations, nonprofit partners, and higher education collaborations.

Over the past year, we have made significant progress with the Sky Harbour project, working alongside local communities to acquire the former Ramada Inn property—positioning it as the gateway to this transformative development.

As we move forward, we are allocating funds to ensure a successful project launch, targeting a start date in Fall 2025 or Spring 2026. Once fully operational, the revenue generated by Sky Harbour will contribute up to 25% of our current annual income, making a substantial financial boost for the airport.

Finally, with our transition to a new audit firm, we have implemented recommended adjustments to budget line items. While some allocations may appear significantly different, Director of Finance Jason Griffith will provide insights into these changes, which primarily reflect a reclassification of funds between operating and capital expenses rather than any fundamental budgetary shifts

Thank you for your continued leadership and support throughout the 2025 budget process. We look forward to a successful and prosperous fiscal year ahead.

**Sincerely,**

Jeffrey Miller

A handwritten signature in black ink, appearing to read 'Jeffrey Miller', with a stylized flourish at the end.

# Message from the Director of Economic Development & Administrative Services

**To:** Board of Directors

**From:** George Sakas



Chairman Harris and Members of the Board,

As we continue to refine our financial and operational strategies for the coming fiscal year, I want to provide an overview of the key budget considerations and initiatives for FY 2026.

This year, we are reviewing adjustments to employee benefits based on annual cost fluctuations. We are actively exploring options to enhance employee-paid dental, life, and vision coverage to provide more comprehensive benefits. The findings could potentially be presented for the Boards review, depending on the research outcome.

In terms of services and supplies, we have made minor adjustments to reflect inflation and anticipated needs. Notably, we have allocated an additional \$10,000 for computer hardware to replace aging equipment. Engineering services have also been adjusted to reflect expenses incurred in FY 2025, particularly those related to development and capital projects.

We are working to establish engineering expense recapture agreements with our airport partners where feasible. Insurance costs have increased due to nationwide trends, but we are confident that our new broker will help us secure more competitive bids.

Lease development and legal services have been adjusted as well, reflecting both past expenditures and anticipated needs for revenue-generating projects.

Looking at other expenses, we have increased our budget for NBAA-BACE to support a larger booth and a higher-quality presentation. Property taxes, however, have been reduced by \$100,000 following successful petitions for exemptions on acquired properties. We also anticipate receiving refunds for prior tax payments. Public relations and marketing efforts will see a modest increase overall, with an additional \$150,000 allocated to support our Centennial Celebration. Customs services have also experienced cost increases, primarily due to service-related overtime, but these costs are offset by corresponding revenue. The RSIP program has now been incorporated into the budget as a non-operating expense because it is not a true capital project or operating expense.

On the revenue side, we are addressing several key matters. Ascension has decided to discontinue its arrangement for Hangars 5 and 6, and we are actively pursuing alternatives to maintain both quality services and the approximately \$200,000 in associated revenue. The lease for Hangar 11 is set to expire at the end of October, and we have begun negotiations for a short-term renewal. Additionally, we are assessing potential accommodations for Hangar 13. Additionally, our Industrial Lane properties are projected to see modest rent increases of approximately 4%-5%.

Looking ahead, we have several significant projects and initiatives planned for FY 2026. The decommissioning of Runway 6-24 will be completed, and construction for Sky Harbour is set to begin. Our Centennial Celebration, a major milestone, is being carefully planned with events and promotions extending into FY 2027. The Run the Runway event continues to grow and improve with the dedicated efforts of our administrative staff. We are also conducting due diligence and planning for the airport headquarters and terminal building while actively marketing the Tower Road hangar properties. Consistent information technology upgrades remain a priority, and we are focusing on infrastructure planning in the Southwest Quadrant to attract new airport partners.

We appreciate the Board's ongoing support as we move forward with these initiatives. Please feel free to reach out with any questions or for further discussion.

**George Sakas**

George Sakas

## Message from the Director of Operations & Maintenance

**To:** Board of Directors

**From:** Andrew Wolanik



Chairman Harris and Members of the Board,

I am pleased to provide you with the Operations and Maintenance Department budget for FY2026.

While this department's priority has always been and always will be safety, we've made large efforts over the years to incorporate the themes of continuous improvement, operational efficiency, modernization, proactiveness, and preparedness.

With your support over the last several years, we've invested monetary resources to allow both Fire Departments whom service this Airport the ability to have hands on, immersive aircraft fire training experiences on the airport. While training can be perishable, we would like to continue to invest in proper high-fidelity training as well as both educational and industry collaborating opportunities for the betterment of the Airport.

With our theme of continuous improvement, we collaboratively work as a Team to decide what specific implements, vehicles, ancillary items, and other internally funded projects that best fit the current and future needs of the Airport for budget consideration. We utilize our dedicated staffs' expertise to ensure what we are requesting funds is appropriate and is also inline Airport's current and future layout with many different considerations taken into account.

Along with the theme of operational efficiency and modernization, we also research and look forward for new technologies that not only let us operate safely but also allow us to perform our work more

effectively, and efficiently. Programs like our recent innovative Aerolaser wildlife project have allowed us to minimize exposure to the aircraft operating environment, produce a reduction in overall wildlife strikes from previous years. Moreover, this has also allowed us to discontinue contracts with a long term vendors with overall cost savings.

As mandated by the Board of Directors several years ago, we've also taken a large leap forward in our security posturing. With the Board's support, we've invested into a diverse security infrastructure of electronic technology and physical barriers to fortify and help mitigate a variety of threats we may face. The investments we've put in place and the future investments we hope to add in the future will help take this airport into the future where we ensure we are being proactive, modernized, and prepared. While this helps us align with all our themes this adds to a further goal to be even more of an industry leading Airport, not an industry following one.

In conclusion, the efficient use of our time and resources is always another priority which we do not take lightly. With any budget planning process, we like to take a dive into each line item and project to find where we can make changes not to only give realistic expectations of expenditures but also more importantly where we can save no matter how small the line item may be.

I am very proud of what we as an Airport have accomplished, especially in the last couple of years. I am even more excited for the future of this Airport and I am grateful for the opportunity to be part of it.

Thank you for your continued service to Chicago Executive Airport.

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Andrew Wolanik', written in a cursive style.

Andrew Wolanik

## Message from the Director of Finance

**To:** Board of Directors

**From:** Jason G. Griffith



Chairman Harris and Members of the Board,

Chicago Executive Airport's budget cycle is one of the most crucial steps in not just the daily operational success, but it is vitally crucial to ensure funding for the long-term capital needs that are necessary to keep Chicago Executive Airport as a premier airport. Ensuring funding for both the short-term & long-term capital projects that Chicago Executive Airport has is one of the most interesting and exciting parts of what we do in the Finance Department.

As Executive Director Miller mentioned the auditors had made recommendations to Airport staff about the Residential Sound Insulation Program (RSIP) is not being a true capital project. The Airport will never directly be receiving the results of the program such as windows and doors. Airport staff and the auditors agreed that RSIP fits best in our budget as a non-operating expense and revenue program. A RSIP is separate from operational needs to keep the Airport open and running. The Airport is not reliant on RSIP to operate as an Airport. The net RSIP expense is now located on its own page in the budget.

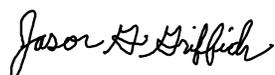
The Finance Department will launch the Yardi accounting software system in fiscal year 2026. Staff is excited to make the switch to this more modern accounting system should produce a better quality product. Yardi allows for better tracking of items on both the accounts receivables and accounts payables sides. This includes for long-term lease documents, tenant transactions, and vendor invoices loaded into the system for better real time knowledge.

I wanted to second what Director of Economic Development & Administrative Services mentioned in the confidence we have in our new broker. They have been a pleasure to work with and I currently reviewing all Airport policies. They are confident that they can bring proposal with lower premiums than what the Airport has received in the past. Airport staff will continue to work with our IT vendor to ensure the Airport is using modern efficient devices and software. Airport staff is working on a new copier lease to start in early fiscal year 2026 with partnering with our IT provider.

The Airport continues to have seen growth in hangar development, usage of the U.S. Customs and Border Protection continues to be a bright spot as one of the busiest user fee ports, high demand for t-hangars, strong fuel flowage volumes, inquiries to develop at Chicago Executive Airport. People want to be based at Chicago Executive Airport. Airport staff will continue to monitor grants and alternative revenue sources to ensure the success of the Airport and its ability to fund projects that allow for these interested parties to develop Chicago Executive Airport.

**Sincerely,**

Jason G. Griffith

A handwritten signature in black ink that reads "Jason G. Griffith". The signature is written in a cursive style with a clear, legible font.

# **CHICAGO** EXECUTIVE AIRPORT

**FY 2026**

**Proposed Annual Budget**

**Fiscal Year Ending**

**4/30/2026**



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

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**Chicago Executive Airport Budget**

**Fiscal Year Ending**

**April 30, 2026**

**FY2026 Proposed Budget**

Draft to the Chicago Executive Airport Board of Directors – February 14, 2025

Workshop by the Chicago Executive Airport Board of Directors – February 19, 2025

Approved by the Chicago Executive Airport Board of Directors- March 19, 2025

To be Voted on by the City of Prospect Heights City Council – April 2025

To be Voted on by the Village of Wheeling Board of Trustees – April 2025

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

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## **Profiles**

### **Chicago Executive Airport**

Chicago Executive Airport is located eighteen (18) miles northwest of Chicago, Illinois. The Airport is owned by the City of Prospect Heights and the Village of Wheeling as an intergovernmental cooperative through an intergovernmental agreement. Chicago Executive Airport is managed under the guidance of the Chicago Executive Airport Board of Directors - a board consisting of three members from each Municipality plus a chairman who consider both current and long-term plans for the Airport. Chicago Executive Airport is one of the few self-supporting airports in the United States. In 2026 Chicago Executive will be celebrating its one-hundredth (100) anniversary as an airport.

Designated as a reliever airport by the Federal Aviation Administration, the Airport relieves general aviation traffic from O'Hare International Airport, eight miles south of Chicago Executive Airport. The Airport averages 100,000 annual operations and has over three hundred (300) based aircraft. Users of the Airport range from Fortune 500 companies and their executives to private pilots. Chicago Executive is also the busiest user fee airport in the Midwest for U.S. Border Protection international clearance operations with over five hundred (500) clearances in a fiscal year.

### **City of Prospect Heights**

The City of Prospect Heights, formed in 1936, has grown to a population of 16,000 consisting of a mix of single-family homes, condominiums, and apartment buildings. Prospect Heights was incorporated January 31, 1976, exactly 40 years after the first family moved in, the City of Prospect Heights was born. Prospect Heights boasts a library, excellent schools, and two Park Districts with two facilities, each with a swimming pool and something for all ages. Three shopping centers provide a variety of shopping experiences and numerous quality hotels and motels are near the Airport.

### **Village of Wheeling**

The Village of Wheeling was settled in 1833 and officially founded in 1894. Wheeling features a combination of homes, some more than 75 years old existing among new construction. Wheeling is known for its many excellent restaurants including "Restaurant Row" situated along Milwaukee Avenue. The most recent census had Wheeling's population over 39,000 residents.

Both municipalities are bordered by almost 1,000 acres of Cook County Forest preserve. Train stations provide commuter transportation to both municipalities.

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March 19, 2025

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

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

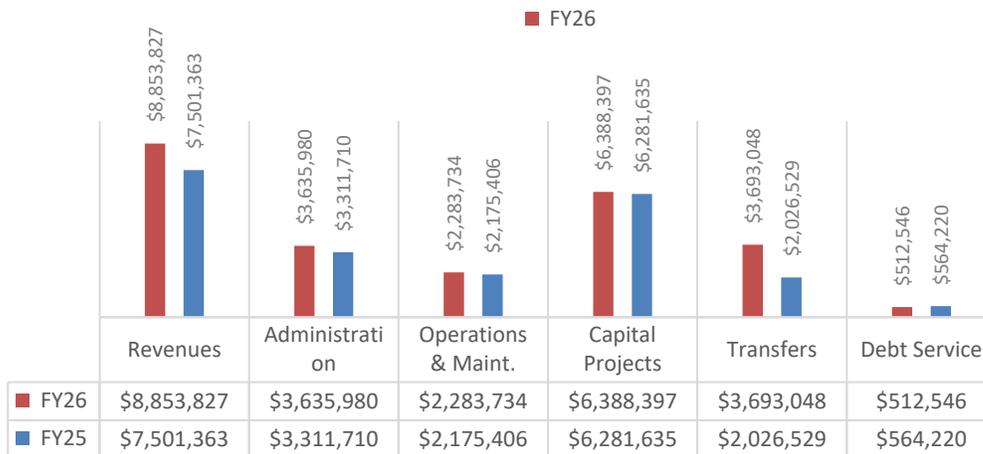
### **Budget Document**

Chicago Executive Airport (Airport) has one enterprise fund, the Joint Airport Fund. An enterprise fund is a governmental accounting fund that provides a good or service to the public and charges fees to make the entity self-sustaining. Enterprise funds operate in a similar manor to private business enterprises, with the intent that the costs (expenses, including depreciation) of providing goods or services to the public on a continuing basis be financed primarily through fees charged to the entity’s users. The budget was prepared using an accrual basis of accounting whereby revenues are recorded in the period in which they are earned and expenditures are recorded in the period in which they are incurred. This basis is the same as our financial statement reporting except for 1. depreciation and amortization are not included in the budget, and 2. capital outlays and the receipt of long-term debt proceeds are not included in operating expenses within the financial statements. While the Sewer Reserve, the Vehicle & Equipment Reserve, the Building & Land Reserve, and the Capital Repair and Demolition sub-funds are presented in the budget as separate funds, they are part of the Joint Airport Fund. These reserve funds are not legally required but were established by the Airport Board of Directors to plan for the Airport’s short- and long-term capital needs.

The budget is prepared considering historic expenses as well as anticipated expenses for the coming fiscal year. The budget is developed using a line-item form for each category that details and describes each revenue and expense item. During the fiscal year, any expense category overages are covered by either contingency amounts or budget surplus amounts in other departmental categories. The Airport Board of Directors and the Municipalities would need to approve any budget adjustment necessary to cover a departmental or capital budget section that exceeds the approved budgeted amounts. As part of its budgeting process for FY26 the Airport is continuing to use the Capital Improvement Plan (CIP) document. The CIP looks out five years using policies passed by the Board to better plan for all capital expenses and to ensure that sufficient funds are in place for the Airport’s extensive capital needs. The CIP is updated on a continuous basis and is a living document for planning purposes.

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

## BUDGET COMPARISON



### Executive Summary

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

**Revenues:** FY26 total budgeted revenues are \$8,853,827 a \$1,352,464 (18.03%) increase from FY25. A Consumer Price Index (CPI) increase of 3.461% was instituted for the majority of Airport fees. The average CPI in calendar year 2024 was 3.461%. The CPI for the first half of calendar 2024 was 3.14%. However, the second half of calendar year 2024 the CPI was 3.78%. The FY26 budget used an estimated 3.2% CPI increase for budgeting purposes for long-term lease revenues. Most long-term leases have a CPI rent adjustment using that individual lease’s anniversary date. The actual CPI percentage increase could be higher or lower depending upon that lease’s anniversary date.

**Expenses:** The operating budget is comprised of two departments, Administration & Finance (A&F) and Operations & Maintenance (O&M). The total budgeted FY26 operating expenses for both departments is \$5,919,714, a budgeted increase of \$432,598 (7.88%) from FY25.

**Interest Income:** Budgeted interest income is expected to increase from \$149,748 to \$504,450, an increase of \$354,702 (236.87%). The annual percentage interest rate on the Airport’s MaxSafe account is currently around 5.5%. The interest rates on the Airport’s accounts have increased this past year. With the higher interest rates this budget reflects higher anticipated future interest returns. The MaxSafe account allows for unlimited sweeps which allows the Airport to maximize the interest return.

**Debt Service:** Budgeted debt service expense decreased by \$51,674 (-9.16%), to \$512,546. This decrease is partially due to the Southwest t-hangar being paid off in November 2025.

**Reserves:** The Sewer Reserve fund was established in FY12. The sewer revenues generated on the airfield go directly into the Sewer Reserve sub-fund. These funds are to be used for major sewer projects and sewer repairs. In FY13 the Capital Equipment Reserve Fund (CERF) was established. This fund was renamed in FY20 as the Vehicle and Equipment Reserve Fund (VERF). In FY26 the scheduled VERF transfers and sale of old VERF items totals \$516,000. These funds are to be used for large and small vehicle and equipment purchases. The sale proceeds of any vehicles or capital equipment will go into the VERF. In FY16 the Building Reserve Fund was established. In FY20 this fund was renamed to the Building and Land

Reserve Fund. In FY26 the scheduled Building and Land reserve fund transfers total \$3,000,000. These funds are to be used for the construction of buildings, hangar construction, or for land purchases. If the Airport sells any land the funds received will go into the Building and Land Reserve Fund. In FY21 the Airport established a Capital Repair and Demolition Fund (CRDF). As Airport buildings and hangars continue to age this fund will be used to either do capital improvements to buildings, capital improvements to hangars, or demolish the building or hangar. The FY26 budget is scheduled to transfer 5% of budgeted long-term lease revenues, hangar 5 revenues, and hangar 6 revenues totaling \$177,049 into the CRDF.

**Non-Operating Revenues and Expenses:** On the recommendation of the Airport's auditors the Residential Sound Insulation Program (RSIP) was reclassified from a Capital Project to a non-operating expense project. The FY26 budget has \$2,500,000 in RSIP expenses that are offset by \$2,250,000 in anticipated RSIP grant reimbursement.

**Capital "A" Projects:** The total project expense of all Capital "A" projects is estimated at \$15,186,667, of which the Airport's budgeted local share is \$3,060,833 with estimated offsetting grant revenues of \$8,120,466.

**Unrestricted Net Assets Available:** The Airport Business Plan requires the Airport maintain an unrestricted net asset balance equal to 3 months (25%) of the current fiscal year's budgeted operating expenses, which would be \$1,479,928 ( $\$5,919,714 \times 25\%$ ) for the FY26 budgeted operating expenses. The Airport's debt covenants require the Airport maintains a cash balance worth 180 days of budgeted operating expenses. For FY26 that amount is \$2,919,311 ( $\$5,919,714 \times 180 / 365$ ) for the FY26 budgeted operating expenses.

The operating reserves and the debt covenant are separate from each other and are not a combined total. The Airport's projected operating and self-funded capital reserve funds, not including the Airport's four capital reserve sub-funds, beginning balance on May 1, 2025, of \$6,148,273 and projected ending balance of \$4,600,312 on April 30, 2026, are sufficient to cover both the Airport's business plan and debt covenant requirements.

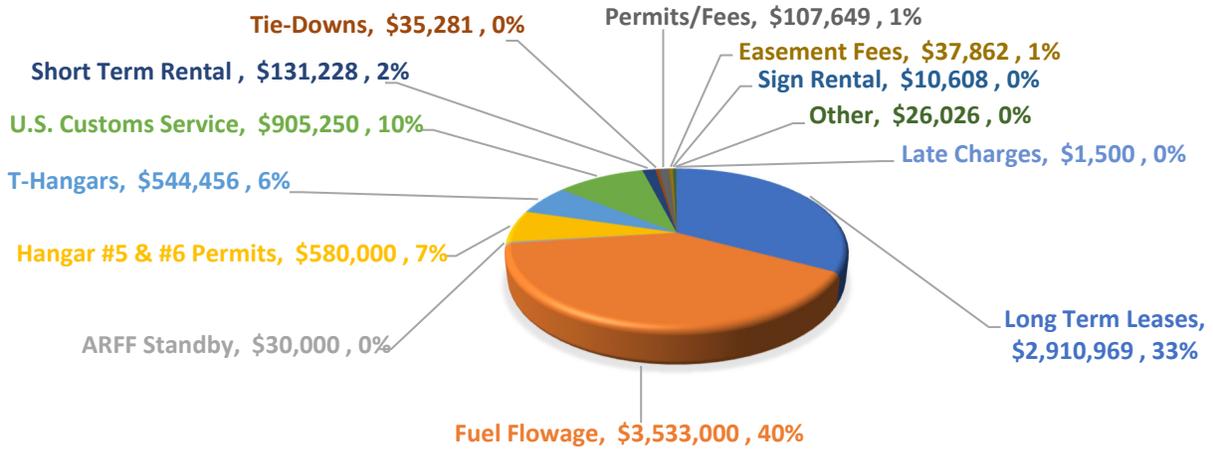
### **Staffing, Compensation, & Benefits**

The number of Full-Time Equivalents (FTE) for Airport staff in FY26 is budgeted to remain the same as in FY25. The Airport plans on continuing to hire four maintenance interns and one administration intern during the summer months. Interns may be invited back to work winter operations for further experience. Staff counts are expected to be 15.82 FTE's in FY25. All full-time and part-time Airport employees, excluding interns, are evaluated on an annual basis. Depending upon the individual employees' evaluation an increase in compensation may occur. No compensation increases are guaranteed.

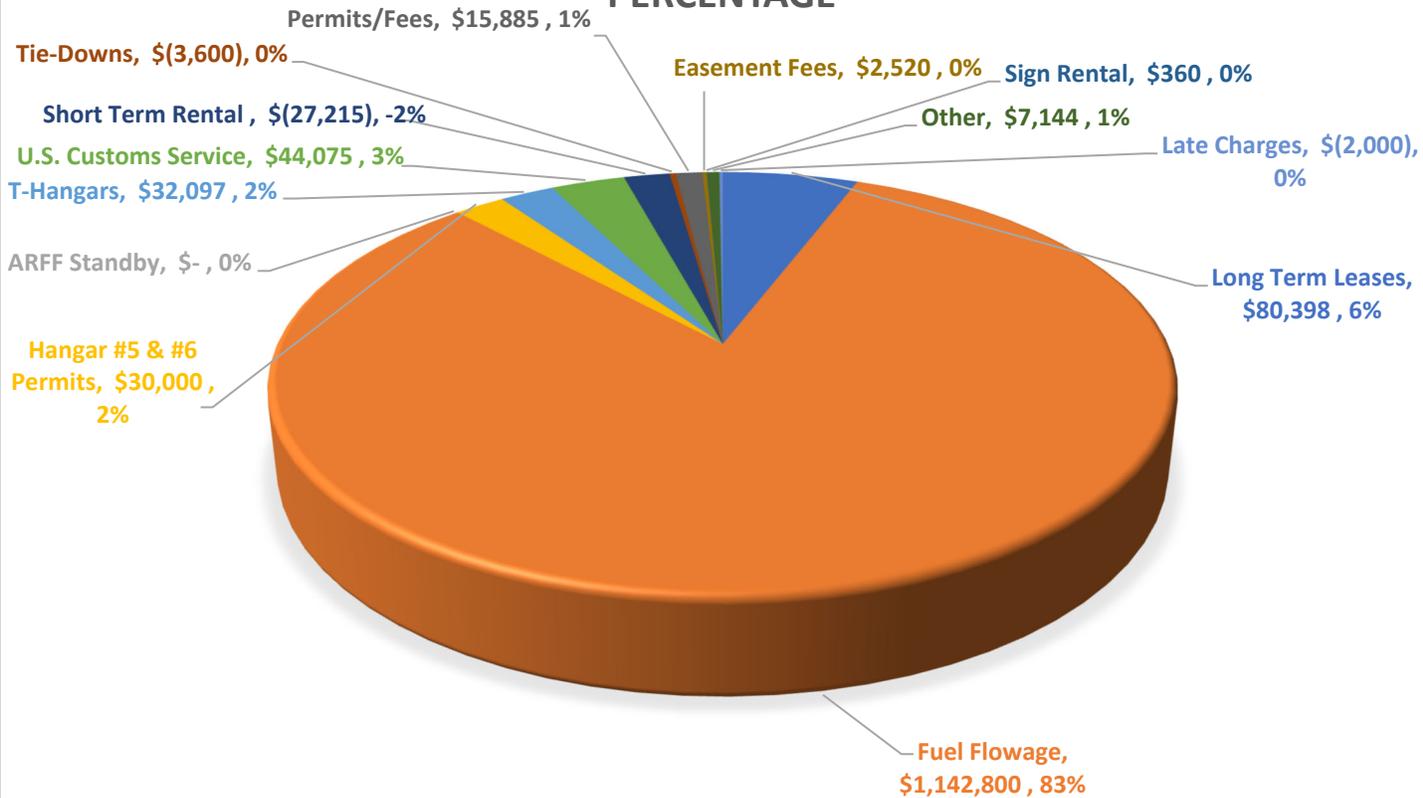
Full-time Airport staff will be comprised of one Executive Director, one Director of Economic Development and Administrative Services, one Director of Finance, one Director of Operations & Maintenance, one Administrative Coordinator, one Property Accountant, one Maintenance and Operations Supervisor, six Maintenance Technicians, and one Operations Coordinator/Junior Maintenance Technician. Part-time and seasonal staff will be comprised of one Administrative Assistant, four maintenance interns, and one management intern. The Executive Director reports directly to the Airport's Board of Directors. All other positions report to the Executive Director.

Employee Benefits consist of health insurance, optional dental insurance, life insurance, disability insurance, a 401b retirement plan, service time awards, and the Airport's share of FICA and Medicare taxes. Operations and Maintenance employees are also eligible for an annual boot stipend and tool allowance reimbursement.

## FY26 REVENUES BY SOURCE & PERCENTAGE OF FY26 REVENUE



## FY26 TO FY25 REVENUE CHANGES BY DOLLAR AMOUNT & PERCENTAGE



## Detailed Budget Analysis Revenues

FY26 revenues are budgeted to be \$8,853,827, an increase of \$1,352,464 from FY25. The Airport has historically used figures from the Bureau of Labor Statistics Table (CPI-U) Chicago-Gary-Kenosha, IL-IN-WI, all items 1982-84=100, CUURA207SA0, for its calculations. In January 2018, the Bureau of Labor Statistics changed the name of this region's table to Chicago-Naperville-Elgin, IL-IN-WI. The Airport will now be using Bureau of Labor Statistics Table (CPI-U) Chicago-Naperville-Elgin, IL-IN-WI, all items 1982-84=100, CUURS23ASA0 for calculations. All CPI numbers match the data from the previous table CUURA207SA0.

FY26 budgeted long-term lease revenues of \$2,910,969 are 32.88% of the total budgeted revenues. Long-term lease revenues are budgeted for a \$80,398 increase from FY25. Like most Airport revenues most long-term leases have a built-in annual CPI increase. The timing of long-term lease increases varies and are dependent on the language in the long-term leases. The Airport used an estimated CPI adjustment of 3.2% for budgeting purposes. Depending on the lease's anniversary date the CPI percentage can be higher or lower. Calendar year 2024 averaged a CPI of 3.46%. However, the second half of calendar year 2024 averaged 3.78%. Airport staff is estimating the CPI increase will be similar to FY25 but are using the 3.2% for the increase to long-term lease revenues.

Budgeted FY26 fuel flowage fees of \$3,533,000 are 39.90% of budgeted revenues. There is a budgeted increase for both the on and off-airport Jet-A Fuel Flowage rates for FY26. On airport Jet-A is budgeted for an increase in total fuel flowage gallons following what the Airport has experienced recently. The Airport has seen a small increase to off-airport fuel flowage and has budgeted for a slight increase in the gallons for that segment. The 100LL fuel flowage rate was budgeted to increase \$0.01 from FY25 and the number of gallons of 100LL has a budgeted increase following the trends experienced in FY25. The combined changes result in an increase in total budgeted fuel flowage revenues of approximately \$1,142,800. Fuel flowage is a per gallon fee calculated on the number of gallons of aviation fuel purchased by the Airport's Fixed Based Operators (FBOs) and put into their fuel storage tanks. In FY26 the Jet-A fuel flowage rate is budgeted to increase to \$0.40 for on-airport fuel and \$0.80 for off-airport fuel. This is a significant increase, 42.86% increase, from FY25. This increase is needed to support the increased capital needs of the Airport. The FY26 100LL fuel flowage rate is budgeted for \$0.20 a one cent increase from FY25. The Airport's fuel flowage rate is one of the highest across the country. However, Chicago Executive Airport does not charge landing fees and this variable revenue stream is the Airport's best opportunity to capture revenues from transient aircraft.

Hangar 5 and hangar 6 revenues continue to be their own line item in the FY26 budget. The Airport issues permits to tenants for both aircraft and office space. Ascension was selected as the service provider for hangar 5 and hangar 6 based off their proposal. Ascension's employees handle, move, and fuel the aircraft in these hangars. Airport staff per the Airport's insurance are not allowed to touch aircraft. Budgeted hangar 5 and hangar 6 revenues total \$580,000 and are 6.55% of the FY26 budget.

Total t-hangar revenues are budgeted to be \$544,456. Combined Southwest and Northeast t-hangar fees are 6.15% of budgeted revenues. All t-hangars are budgeted to be \$0.588 per square foot regardless of location. This is an increase of \$0.020 per square foot. A CPI increase of 3.46% was used for the Airport's per square footage fees. This is an average increase of \$27.02 per month for all t-hangars. The Airport did a rates and fees study in FY24 that recommended t-hangar fees higher than what are in the FY26 budget.

Budgeted tiedown fees of \$35,281 are 0.40% of budgeted revenues. The number of tie-down tenants slightly decreased in FY25 from FY24. The FY26 takes that slight decrease in consideration for the estimated revenue. Tiedown demand remains seasonal. Tie-down fees were increased by a CPI of 3.46%

and are budgeted at \$140 a month for a single engine aircraft and \$280 a month for a twin-engine aircraft in FY26.

Short-term lease revenues are budgeted to decrease \$27,215 to \$131,228 in FY26. Short-term lease revenues are 1.48% of this year's budget revenues.

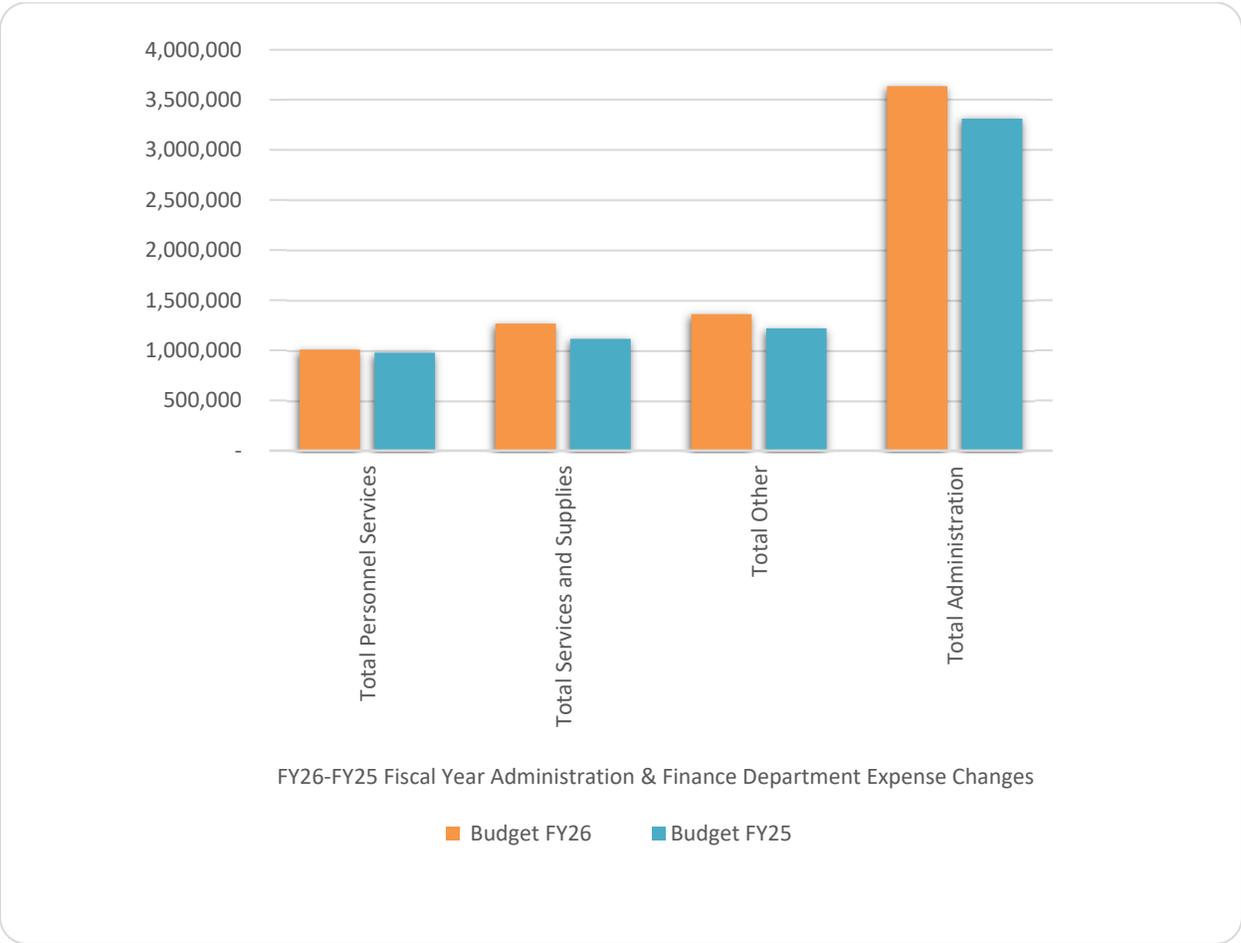
Permits and Fees are budgeted to be \$107,649 and are 1.22% of the FY26 budgeted revenues. Airport staff will continue to audit the airfield for commercial operating permits (COP) fees this upcoming fiscal year. COP fees were adjusted on the recommendations of the Airport's rates and fees study conducted in FY24. A flat rate for all on airport COPs permits will remain in effect in FY26. The biggest change to the Airport's COPs is when a through the fence operator is doing business, they will be charged a COP fee three times what a based customer is charged per month. The Airport wants to ensure that the companies that have COPs and are based at the airport do not have to compete with off-site operators. The Airport hopes to incentivize any company doing business on the airfield to have an established office or location on the airfield. Using the new access control system and better communications with the FBOs the Airport is creating an approved vendor list with the goal of capturing all commercial activities at the Airport.

The FY26 budget proposes an increase to U.S. Customs overtime fees. This is based on staff seeing increases to U.S. Customs overtime fee invoices. U.S. Customs user fees were last increased in FY25 and in FY20. The Airport remains the most used user fee airport in the region. FY26 budgeted U.S. Customs fees total \$905,250 and are 10.22% of budgeted revenues.

The Airport is exploring having ARFF on standby when a transient requests it. This will operate similarly to U.S. Customs. Staff is continuing exploring this and what the final fee structure will be. The FY26 budgeted currently has revenues for this at \$30,000 and 0.34% of the FY26 budgeted revenues. Staff will true up actual revenues in further fiscal years.

### **Operating Budget**

The operating budget is departmentalized by function- Administration & Finance (A&F) and Operations & Maintenance (O&M). Budgeted expenses for both departments are budgeted to increase to \$5,919,714. A total budgeted increase of \$432,598, or 7.88% compared to FY25.



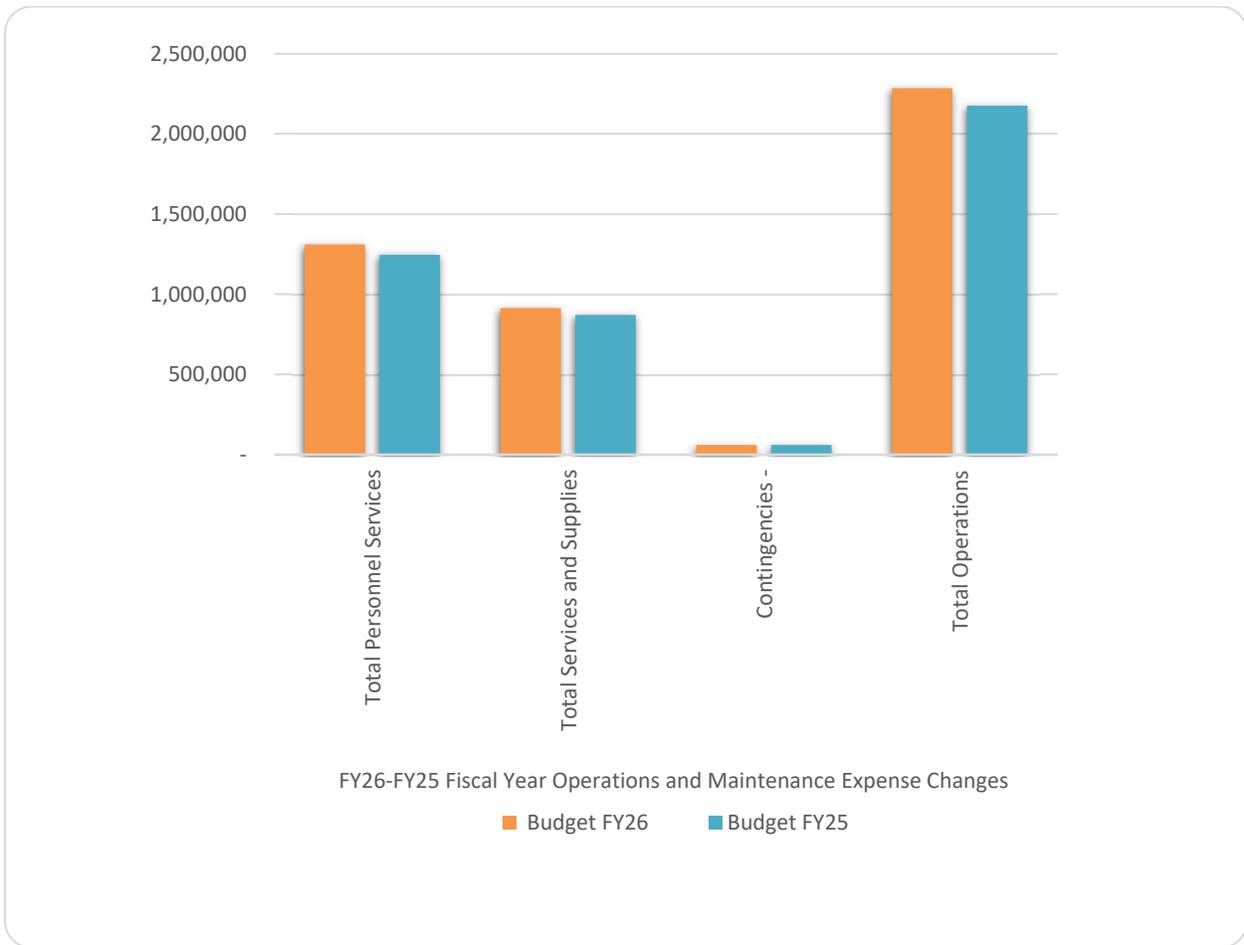
**Administration & Finance Department**

FY26 budgeted Administration & Finance expenses are \$3,635,980, which is an increase of \$324,270 or 9.79%, from FY25.

**Personnel:** The Personnel section’s is budgeted to increase by \$30,792 to \$1,007,432. Insurance expenses used an estimated 5.0% increase, which occurs in July. All non-Director level salaried wages include a 3.0% living wage adjustment and applicable taxes and benefits. As in the past two fiscal years there is no living wage adjustment for Director level staff.

**Services and Supplies:** This category in the budget is budgeted to increase by \$152,635 to \$1,268,098, a 13.68% increase. An estimated 7% increase for the Airport’s insurance renewal was used for the FY26 budget. There were significant increases to the engineering, lease development, and legal services line items with the Airport exploring site plans for an Aviation Community Center.

**Other:** This category shows an expense increase of \$140,843, to \$1,360,450 for FY26. Budgeted expenses were increased for the promotional items, the 5k run event, and promotional clothing. As part of an aviation educational initiative, representatives of the Board and representatives from the Municipalities are budgeted to attend the NBAA National Convention in Las Vegas in FY26. The Airport will continue to exhibit at the convention this year. This conference has led to the Airport’s relationships with current tenants that like to see exposure of the Airport and has led to direct connections to new leases on the Airport. The line items for this conference have been adjusted to reflect current rates. Representatives of the Airport will also be exhibiting and attending the NBAA Dispatcher’s conference in FY25.



**Operations and Maintenance Department**

FY26 budgeted Operations & Maintenance expenses are budgeted to be \$2,283,734, an increase of \$108,328, or 4.98%, from FY25.

**Personnel:** This section is budgeted to increase \$65,178 to \$1,310,432. This reflects a living wage adjustment of 3.0% for all hourly employees. As in the past two fiscal years there is no living wage adjustment for Director level staff. The Airport is also budgeting for a 5.0% increase to health insurance costs, which may increase in July.

**Services and Supplies:** In FY26 this section is budgeted to increase \$43,150 to \$913,301. There increase were driven by line item increases to visual aids for low profile barricades, vehicle maintenance, fuel tank inspections, and insurance increases.

**Non-Operating Budget Items**

**Interest Income**

The budget shows an increase in interest income from \$149,748 to \$504,450. In addition to the Airport’s funds experiencing a significant increase in interest rates there has also been a change to the Airport’s MaxSafe account. Prior to FY25 that account was subject to a limited amount of activity but that no longer is in effect. The Airport accounts are now on a full sweep basis to maximize the current interest rates. Airport staff expects a significant increase in interest income in FY26.

**Other Expense**

The Airport expects an increase in Bank Fees in FY26.

### **Debt Service**

The southwest t-hangars debt will be retired in November 2025 and FY26 payments for this debt total \$42,209. Airport staff has looked into paying this loan off early. There is a prepayment penalty that makes that option nonsensical. The Airport's RSA debt will be retired in May 2030 with FY26 debt payments totaling \$73,511. The Airport's northeast t-hangar debt will be retired in May 2030 with FY25 debt payments totaling \$155,612. Entitlement monies of \$150,000 have not been included in the FY26 budget to reduce the northeast t-hangar debt. These funds have been used towards other projects in the past few fiscal years. The Airport continues to pursue these funds to lower its debt obligations. The U.S. Customs facility debt has a balloon payment due in November 2030. The FY26 budgeted U.S. Customs facility debt payments total \$240,632.

### **RSIP Program**

The RSIP program continues in FY26 but has been reclassified as a non-operating expense and revenue. The program has an expense of \$2,500,000 with offsetting grant revenues of \$2,250,000 for a net expense of \$250,000.

### **Capital Budget**

In FY20 the Airport developed and implemented a Capital Improvement Plan (CIP). The CIP continues to be an invaluable tool in FY26 to help forecast and match projected revenues, transfers, interest, capital sales, and capital needs for the next five years on a continuous basis. It is an important planning tool that strengthens the link between the Airport's infrastructure needs and the Airport's financial capacity. The CIP plan is a living document and is a useful tool in all budget planning which allows the Airport to strategize and pivot as capital needs change in real-time.

The Capital Budget continues to utilize the CIP and the Airport's reserve funds. Outside of the Board established reserve funds the Capital Budget is comprised of four categories of Capital expenditures: Capital Improvements, Capital Construction, Capital Outlay, and Grant Service. In all categories, the expected expense is more than \$5,000 to be included. Except for Grant Service projects, the capital items are fully self-funded by the Airport's operating account or the appropriate reserve fund. A Capital Improvement is a cost for an improvement on an already existing asset of the Airport. In contrast, a Capital Outlay is for the purchase of a new asset or improvement that will increase the Airport's value, except for buildings. Capital Construction is for hangars, buildings, or significant building improvements. Grant Service projects are partially funded by the Airport with additional State and/or Federal funds providing the remainder of the funding. Projects in this category are taken directly from the Transportation Improvement Program (TIPs) submitted annually to the Illinois Department of Transportation, Division of Aeronautics (IDOT), for projects eligible for state and federal grant funding. Illinois is one of 10 states that participate in the State Block Grant Program. Under this program, the State assumes responsibility for administering the Airport Improvement Program (AIP) grants at general aviation and "other than primary" airports. Each State is responsible for determining which locations will receive funds for ongoing project administration.

The budget includes the following subcategories:

#### **Capital Improvements**

Capital Improvements total \$590,000 and consists of \$110,000 for facilities improvements, \$15,000 for fence/gate/landscaping projects, \$115,000 for capital security upgrades, and \$350,000 for pavement repair projects. Capital sewer projects have been moved to utilize the Sewer Reserve sub-fund.

#### **Capital Construction**

The FY26 budget has \$5,000,000 in exploring an Aviation Community Center so the public can further enjoy the world class resource that is Chicago Executive Airport.

### **Capital Outlay**

Capital Outlay expenses total \$273,564. Budgeted Office Equipment is \$30,000. The vehicles sub-section, totaling \$36,000, includes potential rehabilitation of Airport snow equipment to extend their useful life. Purchases of Vehicles and large Snow Equipment utilize the VERF sub-fund and are not included here. Shop Equipment totals \$88,573. The Capital Outlay- Other of \$82,991 has been allocated the remaining contract amount for the environmental assessment for runway 6/24.

### **Grant Service**

This information has been taken from the 12/15/2024 Final Submittal of the Transportation Improvement Program: Airports FFY2026-2030 approved by Resolution 24-039 and subsequent changes. Some years ago, Congress reduced federal funding levels for future projects from 95% to 90%. The State of Illinois increased their funding to 5% from 2.5% to make up half of the reduction. This changed the Airport's funding to 5% instead of the previous 2.5%. The last FAA reauthorization switched the formula back to 95% Federal, 2.5% State, and 2.5% local.

The Airport has budgeted \$560,833 for the local share of Airport Improvement and State Grants for the "A" Projects with a total project cost of \$12,686,667. The Airport is uncertain if all of the Capital "A" projects will be funded by the state and federal government in FY26, but they are budgeted as being programmed in case these projects are selected. The construction resulting from these projects will continue to enhance the safety of this already safe Airport.

Continuing in this year's Grant "A" budget are Estimated FY26 Revenues. Some, but not all, of the projects require the State to pay the Airport and then the Airport, in turn, pays the vendor, whereas previously the State paid the vendors directly. The Airport will show these payments received as grant revenue. Although for most capital projects the Airport's final expense should be 5% or 2.5% depending on when the project was programmed of the total project cost, some of revenues listed for the projects are short of offsetting 95% of the cost. The Airport cannot be certain that, for each listed project, the revenues will all be received in FY26, so the Airport has reduced our estimated grant revenue budget. The FAA directed the State to implement a 10% funds holdback program as an incentive and to encourage timely submittal of project closeout paperwork so grant revenues are withheld until the grant project is fully closed out. The holdback funds are supposed to be released upon finalization of the project, which will delay receipt of the Airport's reimbursement funds, and most likely will not be fully received in FY26.

The "B" projects are listed in the budget for informational purposes and are not included in the local share expense numbers. It is unlikely that any of these projects will be funded during our fiscal year. However, if the FAA or State of Illinois choose to do a "B" project the Airport will try to accommodate.

Capital "A" projects include the Airport's a hot spot reconfiguration with the decommissioning of runways 6/24 and the Northeast quadrant tiedown relocation. The Airport is asking for the reconfiguration of an airfield hot spot with a local share of \$197,500. Other Capital "A" local shares and projects include the continuation of the Master Drain Study, \$130,000 for Northeast quadrant apron and taxiway access, and \$8,333 to update the Airport's exhibit A property map.

## **Reserve Funds**

### **Sewer Reserve Sub-Fund**

A Sewer Reserve sub-fund was established by the Airport Board in FY12 to allow for major sewer projects to be completed for both the sanitary sewer and storm water systems without the issuance of debt. Beginning in FY14, sewer and storm water related revenues were deposited directly into the Sewer Reserve Sub-Fund. This practice continued in subsequent budget years and will do so into the future. FY26 has budgeted \$43,059 in annual fees generated from various sewer fees on the airfield. The FY26 budget has \$60,000 for potential sewer expenses to fix collapsing stormwater drains. Upon completion of the master drainage study Airport staff will develop a plan to utilize this fund to best proceed with the Airport's sewer needs.

It is expected the balance in the Sewer Reserve Fund at the end of FY26 will be approximately \$675,987 after income and expenses.

### **Vehicle and Equipment Replacement Sub-Fund**

The CERF was formally established by the Airport Board of Directors in FY13. The CERF was renamed to VERF in FY21. Utilizing the CIP, the Airport plans to replace vehicles and large equipment on a continuous basis. The Airport plans to have sufficient capital equipment reserves in place to cover the future purchase of all small vehicles, large vehicles, equipment, and their attachments. The Airport will utilize the VERF to purchase a new large snowplow with a sprayer attachment for liquid deicer and a new Airport 3. The FY26 budget is projecting a \$516,000 transfer to the VERF fund including the base transfer of \$500,000 plus the sale of VERF items.

The Vehicle Equipment Reserve Fund is expected to have a balance of approximately \$528,418 at the end of FY26 after transfers, income, and expenses.

### **Building and Land Reserve Sub-Fund**

The Building and Land Reserve fund was established in FY16. This fund operates like our other sub-funds and allows the Airport to set aside monies for future improvements. This fund will be used for building construction, airport improvements, and land purchases at the Board's discretion. The Airport would like to construct a new Airport office building. To limit any loan obligations the Airport is trying to grow this fund at a fast rate to reduce debt obligations and to utilize reserve funds. The FY25 budget is projecting a total transfer of \$3,000,000 into the fund. \$2,000,000 in funds are budgeted to be used towards an Aviation Community Center. Certain things like aprons for an aviation building are submitted with TIPs projects and will not use this fund. If buildings or land are sold the funds received will go back into this fund.

The Building and Land Reserve Fund is expected to have a balance of \$3,460,262 at the end of FY26.

### **Capital Repair and Demolition Reserve Sub-Fund**

The Capital Repair and Demolition Fund (CRDF) was created in FY21 for either capital repairs to Airport facilities or to demolish them. The FY26 is budgeted for a 5% transfer of long-term revenues, hangar 5 permit revenues, and hangar 6 permit fees totaling \$177,048. There is a proposed \$36,750 expense in this fund to demolish 206 Industrial Road.

The Capital Repair or Demolition Fund is expected to have a balance of \$840,466 at the end of FY26.

### **Operating and Operating Reserve Funds Available**

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

Projected working capital on April 30, 2025, plus those amounts to be realized during FY26, will fund the budgeted operating and capital expenses, and will allow the Airport to continue to operate as a premier general aviation airport. The Airport's Business Plan requires that the Airport maintain an unrestricted net asset balance equal to 25% of the current year's budgeted operating expenses, which would be \$1,479,928 ( $\$5,919,714 \times 25\%$ ). The Business Plan also requires that operating expenses not exceed 90% of revenues. With budgeted revenues of \$8,853,827 and total budgeted operating expenses of \$5,919,714 operating expenses are 66.86% of budgeted revenues.

The Airport's debt covenants require the Airport to maintain a cash balance worth 180 days of budgeted operating expenses. For FY26 that would be \$2,919,311 ( $\$5,919,714 \times 180 / 365$ ).

The operating reserves and the debt covenant are separate from each other and are not a combined total. The Airport's projected beginning balance on May 1, 2025, of \$6,148,273 and projected ending balance of \$4,600,312 on April 30, 2026, are sufficient to cover both these requirements.

### **Debt Obligations**

In January 2004, the Airport, through its owning municipalities, entered a loan arrangement with an area national bank for a loan totaling \$1,237,000 for the purpose of constructing two buildings containing 10 t-hangars each in the southwest quadrant of the Airport. Repayment of the loan began in January 2005 with a 20-year amortization period. The loan interest rate is priced by using the 5-year Treasury rate, adding 3.00% and adjusting the result for our tax-exempt status. It is currently 4.74%. At the end of FY26 the remaining balance will be \$0. This debt will be retired in November 2025.

A revenue anticipation note for \$4,700,000 was issued in December 2006 by Northbrook Bank and Trust for the Village of Wheeling, one of the owning municipalities, to fund a portion of the purchase price of land designated as a runway safety area (RSA) for the Airport. The note was reduced by \$1,500,000 in November 2008 and refinanced in April 2010 for 10 years with a balloon payment upon maturity. This revenue note was amended and modified for an additional 10 years and is scheduled to be paid off in May 2030. There is no prepayment penalty. The RSA note property is mostly vacant land. A portion of the property is being rented for truck trailer storage. This currently generates approximately \$32,354 per year to help offset the approximately \$73,511 annual debt service payments. Airport staff are working with the FAA to obtain additional reimbursement that would be applied to the outstanding debt. At the end of FY26 the remaining balance will be \$251,531.

Also, in April 2010, a construction loan from Northbrook Bank and Trust of \$2,300,000 was negotiated for the construction of six buildings containing 48 t-hangars in the northeast quadrant. This note was interest only until June 1, 2011, when payment of both monthly principal and interest was required. Through staff efforts, the interest rate on this note was repriced from 4.17% to 3.25% in May 2015. This revenue note was amended and modified for an additional 10 years and is scheduled to be paid off in May 2030. There is no prepayment penalty. FY26 budgeted debt service for this loan is \$155,612. At the end of FY26 the remaining balance will be \$532,452.

FY21 saw the groundbreaking for the new U.S. Customs and Border Protection facility. This revenue note was a construction loan up to \$3,000,000. This loan was interest only until December 1, 2022. However, the principal payments began in FY24. FY26 budgeted debt service for this loan is \$240,632. This debt note does contain a balloon payment on December 1, 2030. At the end of FY26 the remaining balance will be \$2,334,812.

**Chicago Executive Airport**  
**Total FY26 Proposed Budget**

	<u>FY25 Est Actual</u>	<u>FY25 Budget</u>	<u>FY26 Budget</u>	<u>FY26 vs FY25 Budget Change</u>	<u>FY26 vs FY25 Budget % Change</u>
<b>OPERATING BUDGET:</b>					
Revenues	\$ 8,052,497	\$ 7,501,363	\$ 8,853,827	\$ 1,352,464	18.03%
Expenses:					
Administration Department	(2,837,422)	(3,311,710)	(3,635,980)	324,270	9.79%
Operations and Maintenance Department	(1,756,531)	(2,175,406)	(2,283,734)	108,328	4.98%
Net Operating Expenses	(4,593,954)	(5,487,116)	(5,919,714)	432,598	7.88%
Operating Income:	3,458,544	2,014,247	2,934,114	919,867	45.67%
Other:					
Other Interest Income	547,398	149,748	504,450	354,702	236.87%
Other Income and Expense	(12,354)	(3,500)	(13,000)	9,500	271.43%
Debt Service	(563,680)	(564,220)	(512,546)	(51,674)	-9.16%
Residential Sound Insulation Program (RSIP)	-	-	(250,000)	250,000	#DIV/0!
Total Other	(28,637)	(417,972)	(271,096)	562,528	134.59%
Revenues less Net Expense	3,429,907	1,596,275	2,663,018	1,482,395	92.87%
Transfers to Reserves-Sewer	-	-	-	-	0.00%
Transfers to Reserves-VERF	(529,730)	(581,000)	(516,000)	65,000	-11.19%
Transfers to Reserves-Building & Land	(1,270,146)	(1,265,000)	(3,000,000)	(1,735,000)	137.15%
Transfers to Reserves-Facility Repair-Demo	(208,678)	(180,529)	(177,048)	3,481	-1.93%
Net	1,421,354	(430,254)	(1,030,030)	(184,125)	42.79%
<b>CAPITAL BUDGET:</b>					
Sewer Reserve Fund Projects	-	(25,000)	(60,000)	(35,000)	140.00%
Vehicle & Equipment Fund Projects	(541,785)	(555,600)	(793,000)	(237,400)	42.73%
Building & Land Fund Projects	-	-	(2,000,000)	(2,000,000)	#DIV/0!
Capital Repair or Demolition Fund Projects	-	(36,750)	(36,750)	-	0.00%
Capital Improvement	(124,152)	(465,000)	(590,000)	(125,000)	26.88%
Capital Outlay	(32,531)	(101,000)	(154,573)	(53,573)	53.04%
Capital Construction	-	-	(5,000,000)	(5,000,000)	0.00%
Capital A Projects (Local Share)	-	(1,106,995)	(560,833)	546,162	-49.34%
Capital Other	(12,000)	(3,513,501)	(82,991)	3,430,511	-97.64%
Total Capital Expenses	(710,467)	(5,803,846)	(9,278,147)	(3,474,301)	59.86%
Less: Grant Revenue	204,350	1,807,858	5,870,466	4,062,608	224.72%
Less: Sewer Reserve Funds	210,000	25,000	60,000	35,000	140.00%
Less: VERF Reserve Funds	-	555,600	793,000	237,400	42.73%
Less: Building & Land Reserve Funds	-	-	2,000,000	2,000,000	0.00%
Less: Facility Repair-Demo Reserve Funds	-	36,750	36,750	-	0.00%
Less: Sewer Revenues-Reserve Fund Transfers	-	-	846,358	846,358	#DIV/0!
Net Capital Budget	(296,117)	(3,378,638)	328,427	2,860,707	-84.67%
Funding (from)/to Capital Reserves	1,125,237	(3,808,892)	(701,603)	3,107,289	-81.58%
<b>NET</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Operating Revenues**  
**FY26 Budget**  
**Line Item Detail within Category**

	FY26 Budget	Projected FY25 Actual	FY25 Budget	Budget Change
40000.00 <b>Long Term Leases -</b>	<b>\$ 2,910,969</b>	2,882,333	<b>\$ 2,830,571</b>	80,398

Long term revenue is derived from leases with a term of more than one (1) year. These leases are comprised of hangar, building, and ground leases. Lease rents increase annually by their respective anniversary date CPI or the CPI month stated in the lease. Following are the leases presently in effect and proposed to be in effect during FY26. We are using an estimated CPI increase of 3.2% for FY2026.

Property	FY26	Projected	FY25
Hangar #8	282,097	292,514	280,980
Hangar #9	437,737	428,472	420,114
Hangar #10	341,216	331,789	327,479
Hangar #13	11,796	5,898	5,898
Ground Lease - ACCO	8,249 1	7,994	8,153
Ground Lease - Hangar 15	90,895 2	90,276	87,215
Ground Lease - Hangar 16	48,048 2	47,467	46,102
Ground Lease - Hangar 18	56,460	58,002	56,292
Ground Lease - Hangar 19	223,916 3	223,916	223,916
Ground Lease - Hangar 20	49,250	47,808	47,052
Ground Lease - Hangar 23	-	-	35,316
Ground Lease - Hangar 40	128,145	123,811	124,403
Ground Lease - Hangar 41	104,537	101,002	101,484
Ground Lease - Hangar 42	113,010	109,188	109,710
Ground Lease - Hangar 43	133,805	129,280	129,898
Ground Lease - Motel Parking Lot	-	4,000	6,210
Ground Lease - SFS Ramp	98,205	94,843	94,704
Ground Lease - SFS Terminal (24)	281,352	234,229	231,129
Ground Lease - Hawthorne FBO	290,902	293,413	289,751
Ground Lease - Hawthorne Charlie H21	87,584	89,549	87,237
Ground Lease - Hawthorne Charlie H22	69,625	67,902	67,166
Ground Lease - Hawthorne Charlie Ramp	59,966	58,576	57,848
Ground Lease - Hawthorne Charlie Ramp	11,821	11,902	11,404
Ground Lease - Stery Trucking	32,354 4	30,500	31,110
	2,960,969		2,880,571
Less: Rent Reserve	(50,000)		(50,000)
	2,910,969	2,882,333	2,830,571

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

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

3) Hangar 19 building and fuel farm became one lease on November 1, 2022.

4) Stery Trucking now has an annual 4% escalator clause for the next 10 years

<b>Fuel Flowage Fees</b>	<b>\$ 3,533,000</b>	<u>2,710,893</u>	<b>\$ 2,390,200</b>	<u>1,142,800</u>
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Fees received from fuel flowage were adjusted for FY26. The estimates are based on the past several years of Fuel Flowage. JetA Fuel Flowage rates are \$0.40 for on Airport fuel and \$0.80 for off Airport fuel.

100LL Fuel Flowage rate increases \$0.01 to \$0.20 for on Airport fuel.

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

40460.01	JetA-On Airport,7.20 MM gal @ \$.40	2,880,000	2,181,065	1,904,000
40460.03	JetA-Off Airport, 500,000 gal @ \$.80	400,000	255,288	252,000
40460.02	100LL, 190,000 gal @ \$.20	38,000	37,350	34,200
40460.04	State of Illinois Aviation Fuel Program	215,000	237,190	200,000

**Hangar #5 & #6 Permit Fees**

Permit Fees for both Hangar 5 and Hangar 6

40200.00	Hangar #5 & #6	<b>580,000</b>	<u>631,704</u>	<b>550,000</b>	<u>30,000</u>
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**T-Hangars -**

<b>\$ 544,456</b>	<u>534,648</u>	<b>\$ 512,358</b>	<u>32,097</u>
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SW-Bldng 50 fees per month \$6,993, bldng 51 = \$8,8,605, possible total \$15,598, annual \$187,176.

NE-40 small, 6 medium, and 2 large units; possible monthly fees of \$30,576, annual of \$366,912.

Subtracting a vacancy rate of for SW (\$3,899.50) and NE (\$5,733).

40200.01	SW T-hangars	183,277	180,845	170,256
40200.02	NE T-hangars	361,179	353,802	342,102

**U.S. Customs Service -**

<b>\$ 905,250</b>	<u>922,953</u>	<b>\$ 861,175</b>	<u>44,075</u>
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U.S. Customs inspection services - Budgeted at 500 total operations 240 Overtime operations

40550.02	U.S. Customs Base Fees	761,250	785,775	746,025
40700.02	U.S. Customs Overtime Fees	144,000	137,178	115,150

40100.00	<b>Short Term Rental -</b>	<b>\$ 131,228</b>	<u>154,952</u>	<b>\$ 158,442</b>	<u>(27,215)</u>
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	Hangar #11	43,868	71,948	74,106
	RSIP Office	30,360	30,360	30,360
	Jerry's Auto Body	27,360	25,310	25,950
	Suburban Auto Care	29,640	27,335	28,026

**Tie-Downs -**

<b>\$ 35,281</b>	<u>34,377</u>	<b>\$ 38,880</b>	<u>(3,600)</u>
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Area 2 expected permit fees for FY26, Average 21 monthly spots @\$140

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

40310.02	Area #2	35,281	34,377	38,880
40310.03	Area #3	-	-	-

Area #3 used only with permission from Executive Director

40660.15	<b>ARFF Standby Requests -</b>	<b>\$ 30,000</b>	<u>-</u>	<b>\$ -</b>	<u>30,000</u>
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	<b>Permits/Fees -</b>	<b>\$ 107,649</b>	104,832	<b>\$ 91,764</b>	15,885
	Revenue derived from monthly Commercial Operating Permits (COP).				
40470.01	COP 29 @ \$259	102,565	100,197	87,000	
40470.02	FBO Airport Vehicle Inspections Vehicles @\$140, 7 Fuelers @\$274	5,084	4,635	4,764	
<b>40007.00</b>	<b>Easement Fees</b>	<b>\$ 37,862</b>	36,629	<b>\$ 35,342</b>	2,520.14
	Waste Management-stormwater, drainage & detention easement fee, adjusted for CPI increase.				
<b>40550.09</b>	<b>Sign Rental</b>	<b>\$ 10,608</b>	10,248	<b>\$ 10,248</b>	360
	Monument sign rental-SFS @ \$442				
	Monument sign rental-Hawth @ \$442	5,304	5,124	5,124	
		5,304	5,124	5,124	
	<b>Other -</b>	<b>\$ 26,026</b>	28,011	<b>\$ 18,882</b>	7,144
	Revenue from other miscellaneous sources (parking decals, plan fees, flag sales, etc.)				
	The fuel management fee is for the use of the Airport's vehicle fueling station.				
40550.01	Fuel management \$348 mthly	4,176	4,032	4,032	
40550.11	Diesel Fuel usage	18,000	21,204	12,000	
40550.04	Other Miscellaneous (ex: filming)	2,250	435	2,250	
40550.05	Waiting List Fees (cancellations)	100	-	100	
40490.01	Airfield Access Control Credentials	1,500	2,340	500	
40660.00	Insurance Reimbursements	-	-	-	
<b>40500.00</b>	<b>Late Charges -</b>	<b>\$ 1,500</b>	918	<b>\$ 3,500</b>	(2,000)
	Late charges are generally assessed at 10% per month for all T-hangar and most larger tenant leases.				

<b>Total Revenues</b>	<b>\$ 8,853,827</b>	<b>\$ 8,052,497</b>	<b>\$ 7,501,363</b>	<b>\$ 1,352,464</b>
<b>% Change from FY25 Budget</b>	<b>18.03%</b>			

**Administration Department  
FY26 Budget  
Line Item Detail within Category**

	<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>Personnel Services</b>				
<b>50400.10</b>	<b>685,534</b>	660,309	<b>667,000</b>	18,534
<u>Salaries - Full-time -</u> Salaries for five department personnel.				
<b>50300.05</b>	<b>46,000</b>	20,876	<b>41,500</b>	4,500
<u>Salaries - Part-time -</u> Salary for one Admin Assistant and one management intern.				
<b>50200.05</b>	<b>4,500</b>	4,472	250	4,250
<u>Overtime -</u> Overtime costs as required for non-exempt employees of department.				
	<b>25,098</b>	20,747	17,110	7,988
<u>Service Awards/Recognition -</u>				
50700.10	15,000	14,360	10,000	
50700.10	1,800	964	700	
50700.15	1,500	773	1,500	
50700.17	3,048	3,900	2,160	
50700.17	3,000	-	2,000	
50700.20	750	750	750	
Pay for 1 employee with greater than ten (10) years of service and 1 employee of over 5 years.				
	<b>59,000</b>	49,731	55,500	3,500
<u>Payroll taxes -</u> Payroll taxes as follows:				
50500.05	58,000	49,469	54,353	
50500.15	1,000	263	1,147	
	<b>132,300</b>	123,547	139,780	(7,480)
<u>Insurance -</u> Premiums for employee insurance, provided by the Airport through the Village of Wheeling. Budgeting a 5.0% insurance increase; renewal date is July 1st.				
50100.03	-	357	-	
50100.05	7,300	6,965	6,780	
50100.07	-	-	-	
50100.15	125,000	116,225	133,000	
	<b>31,200</b>	28,174	31,200	-
<u>Retirement Contribution -</u> Full time employee Retirement Contributions @ 4.5% of pay.				
50600.05	30,200	27,174	30,200	
50600.15	1,000	1,000	1,000	

Administration Department Budget

	<b>Training -</b>	<b>1,000</b>	180	1,500	(500)
50800.10	Training-Other	1,000	180	1,500	
50800.11	Education reimbursement	-	-	-	
<b>50400.05</b>	<b>Board/Municipality Reimbursement -</b>	<b>22,800</b>	22,500	22,800	-
	Stipends for six Airport Board of Directors at \$250 each for 12 meetings. The Chairman receives \$400 per meeting for 12 meetings.				
50400.05	Municipalities Reimbursement	-	-	-	
50400.05	Board stipends	22,800	22,500	22,800	
<b>Total Personnel Services</b>		<b>1,007,432</b>	<b>930,535</b>	<b>976,640</b>	<b>30,792</b>

**SERVICES AND SUPPLIES**

	<b>Airport Meetings -</b>	<b>31,500</b>	20,809	29,500	2,000
	Provisions and costs incurred for in-house, BOD meetings, and staff purposes. One joint meeting tentatively scheduled for the fall with the municipalities.				
54060.15	Airport Meetings	20,000	17,283	18,000	
52120.20	Joint Meetings (dinner)	11,500	3,526	11,500	
	<b>Audit Services -</b>	<b>25,505</b>	18,650	25,399	106
52060.05	Cost to perform the annual audit	20,005	13,050	19,899	
52060.05	Single audit cost (if necessary)	5,000	5,000	5,000	
52060.10	GFOA annual financial report award applica	500	600	500	
52090.05	<b>Building Repairs -</b>	<b>7,200</b>	3,605	6,000	1,200
	Cost for minor repairs or modifications of the administration office.				
	<b>Computer &amp; Software -</b>	<b>110,424</b>	82,332	99,618	10,805
54050.01	Computer Hardware & Supplies	10,000	932	1,000	
54420.05	Computer Software & maintenance	67,123	55,025	65,168	
	Property & Accounting software and implementation, Zoom, Dropbox		-		
52210.05	Office network maintenance	23,000	17,538	23,000	
	Backup service and monthly managed IT				
52540.05	Web hosting/internet service- Office	7,750	6,383	8,000	
52540.06	Internet service- Hangar 11	2,550	2,456	2,450	
52120.xx	<b>Conf and Meeting Registration -</b>				
	Registration fees for conferences, seminars	<b>26,505</b>	13,695	26,505	-
	<b>Consultants -</b>	<b>164,652</b>	110,519	164,652	-
52510.08	Storm water consultant	9,652	7,044	9,652	
52540.20	Consultants - special projects	155,000	103,475	155,000	
	Stormwater Pollution Prevention Plan compliance monitoring				

52180.10	<b>Engineering Services -</b>	<b>125,000</b>	126,843	85,000	40,000
	Costs for professional engineering services rendered by an out:				
54090.05	<b>Equipment -</b>	<b>30,000</b>	15,491	10,000	20,000
	Administrative equipment and furniture purchased that cost less than \$2,000, individually.				
	<b>Equipment Rental and Maintenance -</b>	<b>6,000</b>	2,172	6,000	-
	Office equipment rental and maintenance cost-meter rent. Konica-Machine lease and copy charges				
52210.20	Other repairs	500	-	500	
52210.25	Copier (includes use charges)	5,500	2,172	5,500	
54150.05	<b>Fuel -</b>	<b>3,500</b>	2,250	2,200	1,300
	Unleaded fuel cost for three department vehicles.				
	<b>Insurance -</b>	<b>210,175</b>	185,199	196,175	14,000
	The environmental policy renewed Dec 1, 2023 for a 3 year term. All other policies run Dec 1st through Nov 30th. Gallagher Aviation is the Airport's current insurance broker.				
52300.05	Commercial Automobile	14,000	10,958	14,000	
52300.09	Broker fee	8,500	8,108	8,500	
52300.10	Commercial Crime	2,700	2,159	2,700	
52300.15	Airport Liability (incl. excess liability)	45,000	36,867	33,000	
52300.20	Commercial Property	90,000	87,632	88,000	
52300.25	Public Officials Liability	25,000	22,365	23,000	
52300.26	Environmental	17,000	16,179	16,500	
52300.30	Worker's Comp	475	426	475	
52300.31	Cybersecurity Insurance	7,500	507	10,000	
56200.05	<b>Lease Development -</b>	<b>100,000</b>	41,331	70,000	30,000
	Expenses incurred for new leases, i.e. survey, site selection, legal including reimbursable items.				
52360.05	<b>Legal Services -</b>	<b>90,000</b>	33,882	60,000	30,000
	Costs for the professional legal services provided by outside counsel.				
52450.xx	<b>Membership Dues -</b>	<b>16,705</b>	14,762	16,705	-
	Department employee and Airport membership dues as follows:				
	<b>Office Maintenance -</b>	<b>26,601</b>	22,743	29,095	(2,494)
	Cost for routine office janitorial service.				
52480.10	Janitorial serv and supplies	12,000	9,126	15,290	
52480.11	RSIP Office Janitorial service	6,300	5,906	6,004	
52480.12	H5-H6 Janitorial service	4,948	4,598	4,948	
52480.15	Rug runners	1,753	1,547	1,753	

Administration Department Budget

52480.20	Insect/Rodent control	1,600	1,568	1,100	
	<b>Other Services -</b>	<b>39,643</b>	<b>11,718</b>	<b>39,293</b>	<b>350</b>
	Costs for other services not specifically listed any other categories.				
52420.15	Preemployment Physicals and drug, hearing, visual testings	500	411	350	
52510.02	Records disposal and storage	100	-	100	
52510.05	Credit card, GovDeal, background ck fees	1,750	186	1,750	
52510.06	Casualty loss deductibles, 1 @\$5,000	5,000	-	5,000	
52510.09	Contracted Labor - Office Temp	-	-	-	
52510.10	Payroll service - Paychex	7,000	6,443	6,500	
52510.11	Employee Hiring Exp	500	228	500	
52510.12	Office Security-Sentry	-	-	-	
52510.13	RSIP Office Alarm	793	255	793	
52720.20	Fire Alarm-Office & Shop	5,000	3,816	5,000	
52510.15	Appraisals	18,000	-	18,000	
52540.23	TV programming	1,000	791	1,300	
52600.15	<b>Postage -</b>	<b>2,000</b>	<b>1,685</b>	<b>2,000</b>	<b>-</b>
	Cost for letter, parcel delivery, overnight delivery, and newsletter mailings.				
	<b>Printing -</b>	<b>4,400</b>	<b>-</b>	<b>4,400</b>	<b>-</b>
52630.05	Aerial photography	1,900	-	1,900	
52630.15	Duplication/enlarging/binding	2,500	-	2,500	
52660.05	<b>Public Notices -</b>	<b>3,500</b>	<b>1,860</b>	<b>3,500</b>	<b>-</b>
	Publication costs for public notices, bid documents, personnel ads, etc.				
	<b>Subscriptions -</b>	<b>1,212</b>	<b>1,183</b>	<b>1,212</b>	<b>-</b>
	Subscriptions by department personnel				
54450.40	Subscriptions-misc.	1,212	1,183	1,212	
54480.15	<b>Supplies -</b>	<b>9,000</b>	<b>7,625</b>	<b>5,000</b>	<b>4,000</b>
	Purchase of stationary and office, computer, and copier supplies.				
	<b>Telephone/Data -</b>	<b>11,700</b>	<b>9,528</b>	<b>10,362</b>	<b>1,338</b>
52720.05	Cellular-Verizon (5)	7,000	5,669	5,000	
52720.10	Local, long distance, fax	2,000	1,508	3,000	
52720.11	RSIP Office Phone-Internet	2,700	2,352	2,362	
52750.xx	<b>Travel Expenses -</b>	<b>33,900</b>	<b>23,943</b>	<b>33,900</b>	<b>-</b>
	Travel costs commercial transportation, \$500; ground transportation, \$50/day; hotel, \$175/night; and max meals per diem \$65, per travel policy, associated with attendance at trainings and conferences for department employees.				

**Utilities -****182,975**117,482187,195(4,220)

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

## Electricity:

52150.02	141378911, Gate 31	300	68	300
52150.03	141595480, Runway Lights	-	-	-
52150.04	141458406, Hgr 4 rd, blast fence	600	68	600
52150.05	141595499, Maint/Admin. Office	7,000	2,579	7,000
52150.08	115131215, Gate #27	500	353	500
52150.11	141437116 Hangar 7- 4demoed	2,300	2,022	2,000
52150.12	Viewing Area electric 28 E Palatine	750	522	750
52150.13	Hangars 5 & 6 electric	20,000	15,660	20,000
52150.15	141599876, 12 REIL Lts, Blast Fence	500	269	500
52150.17	141650725-Tiedown Gate	425	437	425
52150.20	141195850, Electric Vault	40,000	20,678	40,000
52150.22	140401329, Hangar #50	2,100	396	2,100
52150.23	140401326, Hangar #51	2,800	824	2,800
52150.24	4143198028 Hangar 11	-	9	-
52150.28	140291821 Beacon	-	2,397	-
52150.31	NE T-Hangars #52 (lounge) 1018	3,700	3,299	3,700
52150.32	NE T-Hangars #53 (lights) 1016	1,700	1,697	1,700
52150.33	NE T-Hangars #54 (bath) 1014	2,900	2,871	2,500
52150.34	NE T-Hangars #55 (lights) 1012	2,400	2,138	2,400
52150.35	NE T-Hangars #56 (bath) 1010	2,500	2,232	2,500
52150.36	NE T-Hangars #57 (lights) 1008	1,900	1,496	1,900
52150.16	Elec-Taxiway Q pole light (flat rate)	-	1,911	-
52150.37	RSIP Office Electric	4,000	2,717	4,000
52150.38	201 Industrial Electric	-	-	-

## Gas:

52150.26	3722672, Generator	2,200	1,749	2,200
52150.27	4954257 Hangar 7 Hangar 4 Demo	3,000	1,118	3,000
52150.50	3408244, Maintenance	6,500	3,144	6,500
52150.51	RSIP Office Gas	5,000	2,642	5,000
52150.52	201 Industrial Gas	-	-	-
52150.55	3326641, Admin. Office	2,000	957	2,000
52150.56	5050217 Hangar 11	-	-	-
52150.57	Hangar 6 gas	700	510	700
52150.58	Hangar 5 gas	32,000	9,918	32,000

## Water:

52150.60	Water-Maint./Admin. Office (1020)	8,200	7,988	7,920
52150.61	Water-Entry Sign Area	-	-	7,000
52150.62	Water-SW T-Hangar 50 & 51	3,000	2,091	3,000

Administration Department Budget

52150.63	Water-NE T-Hangar 52 (1018)	7,600	7,293	7,000
52150.64	Water-NE T-Hangar 54 (1014)	7,600	7,293	7,000
52150.65	Water-NE T-Hangar 56 (1010)	7,600	7,293	7,000
52150.66	RSIP Office Water	600	509	600
52150.67	201 Industrial Water	600	342	600

**Vehicle Maintenance -**

	Vehicle maintenance service costs for three	<b>6,000</b>	5,588	1,750	4,250
54510.04	Airport #36 Ford Expedition	2,000	2,789	500	
54510.05	Airport #37 Ford Expedition	2,000	2,799	500	
54510.07	Airport #7, 2017 Ford Transit Van	2,000	-	750	

<b>Total Services and Supplies</b>		<b>1,268,098</b>	<b>874,891</b>	<b>1,115,463</b>	<b>152,635</b>
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**OTHER**

**NBAA Convention -**

		<b>90,000</b>	69,105	60,000	30,000
Village Officials, CEA Board members, and/or staff attending the NBAA Convention in Las Vegas					
56300.15	Exhibitor fees & expenses	40,000	28,101	24,000	
56300.19	Travel Exp-staff-public relations	20,000	17,499	15,000	
56300.20	Travel Exp-CEA board members	20,000	18,833	15,000	
56300.22	Travel-Municipalities	10,000	4,672	6,000	

52151.xx	<b>Property Taxes -</b>	<b>400,000</b>	345,751	500,000	(100,000)
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56200.15	<b>RSIP Program -</b>	-	-	-	-
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56200.20	<b>ARFF Standby Requests -</b>	<b>25,000</b>	-	-	25,000
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**Public Relations/Marketing -**

		<b>344,750</b>	214,740	175,900	168,850
52405.05	Communications specialists Includes Marketing Consultant Services	63,000	52,500	63,000	
52405.10	Projects, videos, photos	20,000	4,295	20,000	
54255.05	Promo material- Materials include various promotional items	25,000	26,309	25,000	
54255.10	100 Year celebration	150,000	-	-	
54255.20	5K Run-the-Runway + evening event	30,000	82,445	30,000	
54255.22	Promo clothing	30,000	28,134	10,000	
54255.26	July 4th parade float	750	641	500	
54255.27	Chamber events & golf	2,000	1,176	3,400	
54255.28	CABAA events & sponsorship	8,000	6,879	10,000	
54270.05	Other-Municipality events Other also includes Taste of the Town, official airport golf sponsorships, breakfasts, Scholarship Assistance Fund event, and misc. Municipality events.	9,000	6,663	9,000	
54255.60	NBAA Dispatch Conf - (exhibit)	7,000	5,700	5,000	

<b>U.S. Customs Service -</b>	<b>440,700</b>	402,401	423,707	16,993
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Operating costs to provide inspection service to CEA users.

The service cost is the total cost of providing an agent, which is calculated annually and billed to us quarterly.

We receive the annual connectivity fee invoice in November, the telecom number is an estimate.

56550.01	U.S. Customs service cost	236,900	230,480	224,952
56550.02	U.S. Customs overtime charges	97,000	91,826	95,000
56550.03	Telecom (USCS network, cellphone)	30,000	25,158	40,000
56550.06	Other forms, supplies & services	1,500	119	1,500
56550.07	Collection fees	40,000	36,465	39,000
56550.08	U.S. Customs-Alarm Monitoring	13,000	11,627	1,100
56550.10	U.S. Customs-Electric	5,000	3,938	5,000
56550.11	U.S. Customs-Gas	5,000	1,035	5,000
56550.12	U.S. Customs-Water 26 East Palatine	6,000	1,755	6,000
56550.13	U.S. Customs-Refuse Serv	-	-	-
56550.14	U.S. Customs-Janitorial Serv	6,300	6,063	6,155

56600.01 **Contingencies -**

Account for unanticipated and underestima	<b>60,000</b>	-	60,000	-
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<b>Total Other</b>	<b>1,360,450</b>	<b>1,031,997</b>	<b>1,219,607</b>	<b>140,843</b>
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<b>Total Administration</b>	<b>3,635,980</b>	<b>2,837,422</b>	<b>3,311,710</b>	<b>324,270</b>
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<b>% Change from FY25 Budget</b>	<b>9.79%</b>			
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**Operations & Maintenance Department  
FY26 Budget  
Line Item Detail Within Category**

	<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>Personnel Services</b>				
60400.10 <b>Salaries - Full-time -</b>	<b>\$ 744,250</b>	681,371	\$ 713,000	31,250
Salaries for nine department personnel.				
60300.05 <b>Salaries - Seasonal -</b>	<b>\$ 40,960</b>	36,080	\$ 33,600	7,360
Four summer positions- Select interns are invited back during winter months to help with snow ops				
60200.05 <b>Overtime -</b>	<b>\$ 90,000</b>	54,788	\$ 85,500	4,500
Overtime costs as required, mainly for snow removal. Approx sixteen hundred hours are budgeted at a 1½ hourly rate of \$55.00.				
<b>Service Awards/Recognition -</b>				
	<b>\$ 11,250</b>	6,150	\$ 8,490	2,760
60700.17 Staff Recognition	4,500	3,900	3,240	
60700.17 Incentive program	4,500	-	3,000	
60700.20 Service Awards	2,250	2,250	2,250	
Pay for 1 employee with 15-20 years of service at \$750, 1 employee with 10-14 years of service at \$500, and 4 with 5-9 years of service at \$250.				
<b>Payroll taxes -</b>				
	<b>\$ 69,756</b>	60,017	\$ 66,279	3,477
60500.05 FICA, 6.20%, Medicare, 1.45%	67,715	59,679	64,300	
60500.15 Unemployment, 2024 Rate 0.85%	2,041	338	1,979	
<b>Insurance -</b>				
	<b>\$ 273,661</b>	260,427	\$ 263,615	10,046
Premiums for employee insurance, provided by the Airport through the Village of Wheeling. Budgeting a 5.0% insurance increase; renewal date is July 1st.				
60100.03 Dental	-	95	-	
60100.05 Disability (9)	11,421	10,265	10,345	
60100.15 Health (9)	262,240	250,067	253,270	
60600.05 <b>Retirement Contribution -</b>	<b>\$ 37,700</b>	32,217	\$ 36,000	1,700
Full time employee Retirement Contributions @ 4.5% of pay.				
<b>Training -</b>				
	<b>\$ 27,355</b>	21,485	\$ 24,270	3,085
SAE certifications, Harper certifications. ANTN web based training from AAEE.				
60800.07 Disaster drill	21,000	19,899	18,000	
60800.08 Training	5,000	270	5,000	
60800.09 ANTN training system	1,355	1,316	1,270	
60800.11 Education reimbursement	-	-	-	

**Uniforms -** \$ 15,500 12,294 \$ 14,500 1,000

Uniform cleaning and replacement for 7 full-time employees & 4 seasonal employees.

Pants for 2 full-time employees plus \$150 boot allowance per full-time employee.

60900.03	Safety Equip	3,000	1,010	3,000
60900.05	Uniforms (safety shoes, gloves, caps)	11,000	10,080	10,000
60900.10	Uniforms part-time	1,500	1,205	1,500

**Total Personnel Services** \$ 1,310,432 \$ 1,164,826 \$ 1,245,254 \$ 65,178

**SERVICES AND SUPPLIES**

**Building Repairs and Supplies -** \$ 81,300 48,234 \$ 77,800 3,500

62090.04	Painting- Building Hangar exteriors	5,000	-	1,500
62090.05	General Hangar Repairs	11,300	11,330	11,300
62090.06	Hangar 5 & 6 Repair-Supplies	40,000	17,532	40,000
62090.07	NE T-Hangar Repair-Supplies	15,000	6,969	15,000
62090.08	SW T-Hangar Repair-Supplies	10,000	12,404	10,000

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

62120.xx **Training and Conf Registration -** \$ 11,000 5,013 \$ 11,000 -

Registration fees for trainings, conferences, seminars, and lunch meetings.

**Equipment/Tools -** \$ 46,205 29,927 \$ 53,805 (7,600)

Equipment purchased that cost less than \$2,000, individually.

62210.05	Equipment maintenance cost	7,500	10,638	14,000
64090.05	Communication equipment	7,000	9,297	8,100
64090.10	Shop equipment	14,705	9,992	14,705
	Additional non-capital shop equipment			
64420.05	Operations & Maintenance Software	17,000	15,561	17,000

Airport Operations Inspection Software, access control, & aircraft tracking software plus implementation.

62240.05 **Equipment Rental -** \$ 10,000 - \$ 10,000 -

Temporary replacement of non-operative equipment, special equipment and tools.

62270.05 **Fence/Gate Supplies & Maint -** \$ 8,000 6,686 \$ 8,000 -

Fencing and gate repairs.

**Fuel -** \$ 65,000 26,756 \$ 65,000 -

64150.05	Diesel	50,000	14,999	50,000
64150.10	Unleaded gasoline	15,000	11,757	15,000

<b>Insurance -</b>		<b>\$ 76,600</b>	59,520	<b>\$ 69,800</b>	<b>6,800</b>
Department vehicle and workers compensation insurance.					
Insurance is on a December to November annual renewal					
62300.05	Vehicles	29,000	23,756	22,000	
62300.09	Broker fee	2,600	2,088	2,800	
62300.30	Workers compensation	45,000	33,677	45,000	
<b>Landscaping Service &amp; Supplies -</b>		<b>\$ 52,500</b>	57,897	<b>\$ 54,000</b>	<b>(1,500)</b>
Application of growth inhibitor, tree trimming and perimeter landscape services. Purchase of flowers, fertilizer, grass seed, holiday decorations.					
62330.05	Growth inhibitor, weed control	3,500	3,720	5,000	
62330.07	Landscaping-Other	2,000	606	2,000	
62330.10	Tree trimming/removal	22,000	33,012	22,000	
62330.11	Perimeter landscaping services	22,000	18,957	22,000	
64210.05	Landscaping materials	3,000	1,602	3,000	
64240.05	<b>Lighting Service &amp; Supplies -</b>	<b>\$ 40,000</b>	52,678	<b>\$ 38,000</b>	<b>2,000</b>
Maintenance of and supplies for the Airport lighting system (runways, taxiways & street lights).					
<b>Membership Dues -</b>		<b>\$ 825</b>	550	<b>\$ 825</b>	<b>-</b>
Membership dues for Director and Maintenance & Operations supervisor positions.					
62450.05	AAAE (3)	825	550	825	
<b>Other -</b>		<b>\$ 4,600</b>	2,510	<b>\$ 3,850</b>	<b>750</b>
Costs not defined by another account plus US flags, windsocks, construction safety flags, hotel for snow events					
64270.10	Other-	2,500	1,821	1,750	
64270.05	Staff meals during snowplowing	2,100	689	2,100	
<b>Other Services -</b>		<b>\$ 73,710</b>	58,974	<b>\$ 67,710</b>	<b>6,000</b>
Costs for other contractual services not specifically listed in this category.					
62420.15	Medical Exams plus annual hearing and vision exams.	1,000	206	1,000	
62510.05	Other-Permits, stormwater, MWRD	1,500	866	1,500	
62510.11	Employee Hiring Fees	500	-	500	
62540.05	Vehicle Towing-tenants	150	-	150	
62540.21	Other-Backflow Inspections (7) Hgr 50 Hgr 51 TH 52 TH 54 TH56 Monument sprinkler Admin/Shop U.S. Customs	3,500	855	3,500	
62540.22	Fuel Tank inspection - repairs	15,000	20,532	9,000	
62540.25	Monitor-Light Vault (\$250/qtr TYCO)	1,060	1,242	1,060	
62540.28	Imperial Security-Cameras	24,000	22,304	24,000	
62540.29	Imperial Security-Gate Access	14,000	7,856	14,000	
62540.31	Snow plowing & hauling	13,000	5,115	13,000	

62570.10	<b><u>Pavement Marking -</u></b>	<b>\$ 65,000</b>	65,222	\$ 65,000	-
	<b><u>Materials -</u></b>	<b>\$ 94,650</b>	10,863	\$ 90,050	4,600
	Materials used for Airport operations are as follows:				
64330.05	Asphalt	1,500	-	1,500	
64330.10	E36 - liquid runway/taxiway deicer	60,000	4,679	60,000	
64330.11	NAAC - solid runway deicer	-	1,502	10,000	
	IL EPA requires we do not use Urea. NAAC is an approved substitute deicer but has been ineffective.				
64330.12	New Deal Deicer	25,000	1,527	10,000	
	IL EPA requires we do not use Urea. New Deal is an approved substitute deicer.				
64330.15	Salt	3,500	-	3,500	
64330.20	Stone	250	-	250	
64330.25	Propane	1,900	1,350	2,100	
64330.30	Welding	2,500	1,806	2,700	
	<b><u>Sewer Maintenance &amp; Supplies -</u></b>	<b>\$ 2,000</b>	-	\$ 2,000	-
64360.00	Rodding, pipe, and supplies for minor repairs.				
	<b><u>Signage Supplies -</u></b>	<b>\$ 7,500</b>	5,493	\$ 7,500	-
64390.05	Safety, information, airfield guidance signs and replacement of damaged signs.				
	<b><u>Supplies-Misc.-</u></b>	<b>\$ 35,200</b>	29,055	\$ 23,800	11,400
64480.05	Aircraft tiedown	100	-	200	
64480.10	Environmental spill control	1,500	84	1,500	
64480.15	Shop supplies	12,000	17,619	13,000	
64480.16	Paint supplies	9,000	10,685	6,000	
64480.20	Visual aids-taxiway markers-cones	12,600	667	3,100	
64480.30	Hangar Supplies (fire ext, locks, s)	-	-	-	
	<b><u>Telephone -</u></b>	<b>\$ 9,800</b>	9,005	\$ 9,800	-
62720.05	Cellular-Verizon (9 + 2 iPads )	8,300	7,968	8,300	
62720.10	Telephone	1,500	1,037	1,500	
	<b><u>Travel Expenses -</u></b>	<b>\$ 16,000</b>	7,500	\$ 16,000	-
62750.04	Travel costs commercial transportation, \$500; ground transportation, \$50/day; hotel, \$175/night; and max meals per diem \$65, per travel policy, associated with attendance at conferences for department employees.				
	<b><u>Waste Removal -</u></b>	<b>\$ 11,250</b>	6,879	\$ 11,250	-
	Waste removal costs for Airport debris, used oil, and solvents.				
62810.05	Debris from airfield	8,000	3,918	8,000	
62810.10	Oil & Other Removal	3,000	2,961	3,000	
62810.15	Waste Removal-Regulatory (solvent)	250	-	250	

Operations and Maintenance Department Budget

	<b>Wildlife Control -</b>	<b>\$ 4,000</b>	302	\$ 10,000	(6,000)
64480.25	Bird bangers, screamers, misc. supplies:	4,000	302	10,000	

	<b>Vehicle Maintenance -</b>	<b>\$ 198,162</b>	108,644	\$ 174,962	23,200
64510.05	General supplies Includes grease, oil, hydraulic fittings, filters etc....	16,200	947	12,000	
64510.01	Airport #1, 2019 Ford Interceptor	1,840	9,585	1,840	
64510.02	Airport #2, 2020 Ford Escape	1,270	1,256	1,270	
64510.03	Airport #3, 2011 Ford F250 Pickup	2,160	2,645	2,160	
64511.04	Airport #4, 2024 Kubota 4x4	400	1,728	-	
64510.07	Airport #5, 2020 Ford F450	900	641	900	
64510.06	Airport #6, 2013 Ford F250 Pickup	2,260	144	1,760	
64510.24	Airport #7, 1997 Oshkosh Broom*	13,000	-	-	
64510.08	Airport #8, 2021 Ford Pickup	250	896	250	
64510.09	Airport #9, 2015 Ford F350 Pickup w/b	2,650	939	2,650	
64510.10	Airport #10, 2008 Bobcat	2,700	287	2,700	
64510.11	Airport #11, 1990 Snow blower-sold	-	-	4,500	
64510.12	Airport #12, 2024 CAT 950 Wheel Load	3,000	77	2,500	
64510.13	Airport #35, 2004 Yale forklift	500	237	500	
64510.14	Airport #14, Plow with Sprayer	2,500	2,004	2,500	
64510.15	Airport #13, Case Front-end Loader	750	407	750	
64510.16	Airport #16, 2007 CASE 590 Backhoe	3,000	381	3,900	
64510.17	Airport #17, 2023 MB Broom*	26,000	18,692	26,000	
64510.18	Airport #18, 2003 Oshkosh Broom*	28,800	11,724	28,800	
64510.19	Airport #19, 2007 Oshkosh Broom*	27,500	18,158	27,500	
64510.20	Airport #20, 2017 Oshkosh Broom*	35,000	24,000	25,000	
64510.21	Airport #21, New Holland Tractor	1,500	9,027	1,500	
64510.22	Airport #22, Deere mower	4,916	2,696	4,916	
64510.23	Airport #31, Deere mower was #23	4,916	662	4,916	
64510.25	Airport #25 Deere Tractor Mower	1,500	638	1,500	
64510.33	Airport #33, 2016 Ford Dump Truck	1,000	245	1,000	
64510.28	Bobcat Mowers	500	170	500	
64510.29	Airport#15, 2021 MB Snowblower	13,000	465	13,000	
64510.40	Terrain King mower	150	-	150	

\* Includes wafers and spacer rings for broom cores.

<b>Total Services and Supplies</b>	<b>\$ 913,301</b>	<b>\$ 591,705</b>	<b>\$ 870,152</b>	<b>\$ 43,150</b>
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<b>Other</b>					
66600.01	<b>Contingencies -</b>	<b>\$ 60,000</b>	-	\$ 60,000	-
	Account for unanticipated and underestimated department expenditures.				

<b>Total Operations</b>	<b>\$ 2,283,734</b>	<b>\$ 1,756,531</b>	<b>\$ 2,175,406</b>	<b>\$ 108,328</b>
<b>% Change from FY25 Budget</b>	<b>4.98%</b>			

**Other Income and Expenses**

**FY26 Budget**

	<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>Interest Income (Operating funds)</b>				
<b>90100.01 <u>Checking Account Interest</u></b>	<b>\$ 504,000</b>	546,908	142,545	361,455
This interest is for the Northbrook Bank and Trust accounts.				
<b>90100.03 <u>Illinois Funds Interest</u></b>	<b>\$ -</b>	-	-	-
Account was necessary for the deposits of Illinois grants. Earns money market rate with no fees.				
<b>90100.06 <u>IMET Interest</u></b>	<b>\$ 450</b>	490	533	(83)
Illinois Metropolitan Investment Pool. Enhanced money market rate.				
<b>90100.09 <u>Byline Bank Interest</u></b>	<b>\$ -</b>	-	6,670	(6,670)
Byline Bank. Business money market account.				

<b>Total Interest Income</b>	<b>\$ 504,450</b>	<b>\$ 547,398</b>	<b>\$ 149,748</b>	<b>\$ 354,702</b>
<b>% Change from FY25 Budget</b>	<b>236.87%</b>			

**Other Income and Expenses**

<b>91050.03 <u>Bank Fees</u></b>	<b>\$ 14,000</b>	12,354	4,500	9,500
Fees to maintain the Northbrook checking account and Old National Bank loan account.				
<b>93000.10 <u>Gain or Loss of sale of fixed asset</u></b>	<b>\$ (1,000)</b>	-	(1,000)	-
Misc. income, expenses, plus gain/loss on sale of assets.				

<b>Total Other Expense / (Income)</b>	<b>\$ 13,000</b>	<b>\$ 12,354</b>	<b>\$ 3,500</b>	<b>\$ 9,500</b>
<b>% Change from FY25 Budget</b>	<b>271.43%</b>			

	<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>Debt Service</b>				
<b><u>Loan/Note Interest</u></b>	<b><u>\$ 107,675</u></b>	<u>119,336</u>	<u>119,226</u>	<u>(11,551)</u>
Interest on three bank loans/notes.				
91000.03 Old National Bank-SW T-Hgrs	582	4,781	4,130	
91000.04 Northbrook Bk #1-NE T-Hgrs	22,499	23,532	22,499	
91000.05 Northbrook Bk #3-RSA Land	10,629	11,113	10,629	
91000.06 Northbrook Bk #4-US Customs building	73,965	79,910	81,969	
<b><u>Loan/Note Principal</u></b>	<b><u>\$ 404,871</u></b>	<u>444,345</u>	<u>444,994</u>	<u>(40,123)</u>
Principal on four bank loans/notes.				
91010.03 Old National Bank-SW T-Hgrs *	42,209	81,681	82,332	
91010.04 Northbrook Bk #1-NE T-Hgrs +	133,113	133,113	133,113	
91010.05 Northbrook Bk #3-RSA Land ^	62,883	62,884	62,883	
91010.06 Northbrook Bk #4-US Customs**	166,667	166,667	166,667	
* Fixed monthly payment-principal and interest varies.				
+ Fixed monthly principal payments of \$11,157				
^ Fixed monthly principal payments of \$5,351.34				
** Fixed monthly principal payments of \$13,888.89- Balloon payment or refinance in November 2030				
<b><u>Total Principal and Interest</u></b>	<b><u>\$ 512,546</u></b>	<b><u>\$ 563,680</u></b>	<b><u>\$ 564,220</u></b>	<b><u>(51,673.83)</u></b>
Old National Bank-SW T-Hgrs	42,791	86,461	86,461	
Northbrook Bk #1-NE T-Hgrs	155,612	156,645	155,612	
Northbrook Bk #3-RSA Land	73,511	73,997	73,511	
Northbrook Bk #4-US Customs building	240,632	246,577	248,635	
<b><u>Loan/Note Balances as of:</u></b>	<b><u>4/30/2024</u></b>	<b><u>4/30/2025</u></b>	<b><u>4/30/2026</u></b>	<b><u>Maturity</u></b>
	<b><u>\$ 4,064,404</u></b>	<b><u>\$ 3,619,410</u></b>	<b><u>\$ 3,118,796</u></b>	
Old National Bank*-SW T-Hgrs	\$ 124,540	\$ 42,209	\$ -	November 2025
Northbrook Bk #1-NE T-Hgrs	798,679	665,566	532,452	May 2030
Northbrook Bk #3-RSA Land	377,296	314,414	251,531	May 2030
Northbrook Bk #4-US Customs building	2,763,889	2,597,222	2,334,812	Nov 2030
*Formerly First Midwest Bank				
<b>Total Debt Service</b>	<b>\$ 512,546</b>	<b>\$ 563,680</b>	<b>\$ 564,220</b>	<b>\$ (51,674)</b>
<b>% Change from FY25 Budget</b>	<b>-9.16%</b>			

**RSIP Fund**  
**FY26 Budget**  
**Line Item Detail within Category**

The Residential Sound Insulation Program is a unique FAA grant funded program. This program allows for sound insulation like new windows and doors into qualifying neighboring residences. The RSIP program is further unique that it is different from the Airport's typical grants because the Airport will never directly have ownership or usage of what the grant provided. However the RSIP program is also not an operating revenue or expense necessary to keep the Airport open and operational. The RSIP program is a non-operating revenue and non-operating expense.

	<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>RSIP Non-Operating Revenues:</b>				
<b>85000.00</b>	<b><u>RSIP Revenues</u></b>	-	-	2,250,000
	Grant revenue received for RSIP reimbursement.			
	RSIP Revenues	-	-	
	2,250,000			
	<b>Total revenue</b>	-	-	2,250,000
	\$ 2,250,000	\$ -	\$ -	\$ 2,250,000
<b>RSIP Non-Operating Expenses:</b>				
	<b><u>RSIP Expenses</u></b>	-	-	2,500,000
<b>85000.01</b>	Administration			
<b>85000.02</b>	Construction	-	-	
	\$ 2,500,000			
	<b>Total expenses:</b>	-	-	2,500,000
	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000
	<b>Net Income:</b>	-	-	(250,000)
	\$ (250,000)	\$ -	\$ -	\$ (250,000)

**Sewer Reserve Fund**  
**FY26 Budget**  
**Line Item Detail within Category**

		Projected		
	FY26 Budget	FY25 Actual	FY25 Budget	Budget Change
<b>Revenues:</b>				
<b>80100.01</b>	<b><u>Sewer/Stormwater Annual Fees</u></b>	<b>\$ 43,059</b>	42,654	<b>\$ 44,209</b>
	Fees for annual sanitary maintenance or stormwater assessment fees. Most rates are subject to an annual CPI increase. Square Foot rates vary by service type and location on the Airport.			
	Hangar 11-sanitary sewer maint fee*	400	400	400
	Hangar 16-sanitary sewer maint fee	361	357	357
	Hangar 16-stormwater fee	584	578	578
	Hangar 18-annual stormwater fee*	1,342	1,342	1,342
	Hangar 18-sanitary sewer maint fee*	447	447	447
	Hangar 19-sanitary sewer maint fee	-	-	-
	Hangar 19-stormwater fee	791	783	783
	Hangar 20-annual stormwater fee	1,466	1,451	1,451
	Hangar 20-sanitary sewer maint fee	491	486	486
	Hawthorne FBO-annual stormwater fee	8,961	8,872	8,872
	Hawthorne FBO-sanitary sewer fee	2,971	2,942	2,942
	Hawthorne Charlie H21-storm fee	1,162	1,151	1,151
	Hawthorne Charlie H21-sanitary fee	254	251	251
	Hawthorne Charlie H22-storm fee	2,430	2,406	-
	Hawthorne Charlie H22-sanitary fee	812	804	-
	Motel - annual sanitary sewer maint fee	-	-	1,989
	Motel - annual storm sewer maint fee**	-	-	2,776
	WM-200 Sumac-sanitary sewer maint	368	364	364
	WM-various Sumac-sanitary sewer maint	3,003	2,973	2,973
	Atlantic Sanitary	4,310	4,268	4,268
	Atlantic Stormwater	12,906	12,779	12,779
	* No CPI Increase			
	** Includes storm sewer from rented parking parcel			
<b>80100.02</b>	<b><u>Sewer/Storm One-Time Fees</u></b>	<b>\$ -</b>	64,555	-
	Fees for one-time connection or stormwater assessment fees. All the rates are subject to an annual CPI increase. Square Foot rates vary by service type and location on the Airport.			
	Hawthorne Charlie H22-storm fee	-	48,313	-
	Hawthorne Charlie H22-sanitary fee	-	16,242	-
<b>80100.30</b>	<b><u>Interest</u></b>	<b>\$ -</b>	16,217	<b>\$ 10,000</b>
	Interest earned			
<b>Total revenue</b>		<b>\$ 43,059</b>	<b>\$ 123,426</b>	<b>\$ 54,209</b>
				<b>\$ (11,151)</b>
<b>Capital Outlay:</b>				
<b>82000.01</b>		<b>\$ 60,000</b>	-	<b>\$ 25,000</b>
	Sewer Repairs	\$ 60,000	-	25,000
<b>Total expenses:</b>		<b>\$ 60,000</b>	<b>\$ -</b>	<b>\$ 25,000</b>
				<b>\$ 35,000</b>
<b>Net Income:</b>		<b>\$ (16,941)</b>	<b>\$ 123,426</b>	<b>\$ 29,209</b>
				<b>\$ (46,151)</b>

Sewer Reserve Fund Projections through FY30						
Balance of Reserves:	Starting Balances	Revenues	Interest	Expense	Ending Balances	
FY25 Projected:	\$ 569,502	\$ 107,209	\$ 16,217	\$ -	\$ 692,928	
FY26 Projected:	\$ 692,928	\$ 43,059	\$ -	\$ (60,000)	\$ 675,987	
FY27 Projected:	\$ 675,987	\$ 108,668	\$ -	\$ (210,000)	\$ 574,655	
FY28 Projected:	\$ 574,655	\$ 43,880	\$ -	\$ (25,000)	\$ 593,535	
FY29 Projected:	\$ 593,535	\$ 44,714	\$ -	\$ (25,000)	\$ 613,249	
FY30 Projected:	\$ 613,249	\$ 45,777	\$ -	\$ (25,000)	\$ 634,026	

**Vehicle and Equipment Reserve Fund (VERF)  
FY26 Budget**

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

	<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>Revenues:</b>				
<b>85100.02</b>	<b>\$ 16,000</b>	\$ -	\$ 56,000	(40,000)
<b>Sale of Vehicle or Equipment</b>				
Old Vehicle sales	16,000	-	56,000	
<b>85100.01</b>	<b>\$ 500,000</b>	500,000	\$ 500,000	-
<b>Transfers In:</b>				
Annual Transfer	500,000	500,000	500,000	
<b>85100.30</b>	<b>\$ -</b>	29,730	\$ 25,000	(25,000)
<b>Interest</b>				
Interest earned				
<b>Total revenue</b>	<b>\$ 516,000</b>	\$ 529,730	\$ 581,000	\$ (65,000)
<b>Capital Outlay:</b>				
<b>85100.50</b>	<b>\$ 793,000</b>	541,785	\$ 555,600	237,400
Airport 3 Pickup	68,000	-	-	
Airport 14 Large Plow with spray	725,000	-	-	
Gator 4x4	-	22,185	31,000	
Airport 9 2013 Replacement	-	74,600	74,600	
Airport 14 Large Plow with spray	-	445,000	450,000	
<b>Total expenses:</b>	<b>793,000</b>	541,785	555,600	237,400
<b>Net Income:</b>	<b>\$ (277,000)</b>	\$ (12,055)	\$ 25,400	

VERF Fund Balance Projections through FY30							
Balance of Reserves:	Starting Balances	Transfer	Interest	Expense	Vehicle Sales	Ending Balances	
FY25 Projected:	\$ 808,709	\$ 500,000	\$ 26,294	\$ (541,785)	\$ 12,200	\$ 805,418	
FY26 Projected:	\$ 805,418	\$ 500,000		\$ (793,000)	\$ 16,000	\$ 528,418	
FY27 Projected:	\$ 528,418	\$ 500,000		\$ (905,000)	\$ 30,000	\$ 153,418	
FY28 Projected:	\$ 153,418	\$ 500,000		\$ (132,400)	\$ 4,000	\$ 525,018	
FY29 Projected:	\$ 525,018	\$ 500,000		\$ (770,000)	\$ 4,000	\$ 259,018	
FY30 Projected:	\$ 259,018	\$ 500,000		\$ (30,000)	\$ 4,000	\$ 733,018	

**Building and Land Reserve Fund**  
**FY26 Budget**

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

		<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>Revenues:</b>					
<b>85200.01</b>	<b>Transfers In:</b>	<b>\$ 3,000,000</b>	1,250,000	\$ 1,250,000	1,750,000
	Transfer In	3,000,000	1,250,000	1,250,000	
	Transfer Out	-		-	
<b>85200.30</b>	<b>Interest</b>	<b>\$ -</b>	20,146	\$ 15,000	(15,000)
	Interest earned on money market funds				
<b>Total revenue</b>		<b>\$ 3,000,000</b>	\$ 1,270,146	\$ 1,265,000	\$ 1,735,000
<b>Capital Outlay:</b>					
<b>85200.35</b>	Fund Expenses	<b>\$ 2,000,000</b>	-	\$ -	2,000,000
<b>Total expenses:</b>		<b>\$ 2,000,000</b>	-	-	2,000,000.00
<b>Net Income:</b>		<b>\$ 1,000,000</b>	\$ 1,270,146	\$ 1,265,000	

Building & Land Fund Balance Projections through FY30							
Balance of Reserves:	Starting Balances	Transfer In	Transfer Out	Interest	Expense	Fund Sales	Ending Balances
FY25 Projected:	\$ 1,168,111	\$ 1,250,000	\$ -	\$ 42,151	\$ -	\$ -	\$ 2,460,262
FY26 Projected:	\$ 2,460,262	\$ 3,000,000	\$ -	\$ -	\$ (2,000,000)	\$ -	\$ 3,460,262
FY27 Projected:	\$ 3,460,262	\$ 3,000,000	\$ -	\$ -	\$ (5,000,000)	\$ -	\$ 1,460,262
FY28 Projected:	\$ 1,460,262	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,960,262
FY29 Projected:	\$ 2,960,262	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 4,460,262
FY30 Projected:	\$ 4,460,262	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 5,960,262

**Capital Repair or Demolition Reserve Fund**  
**FY26 Budget**

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

	<u>FY26 Budget</u>	<u>Projected FY25 Actual</u>	<u>FY25 Budget</u>	<u>Budget Change</u>
<b>Revenues:</b>				
<b>85300.01 Transfers In:</b>	<b>\$ 177,048</b>	196,476	<b>\$ 171,529</b>	5,519
Transfer In	\$ 177,048		\$ 171,529	
Transfer Out	\$ -			
<b>85300.30 Interest</b>	<b>\$ -</b>	12,203	<b>\$ 9,000</b>	<b>(9,000)</b>
Interest earned on money market funds				
<b>Total revenue</b>	<b>\$ 177,048</b>	\$ 208,678	\$ 180,529	\$ (3,481)
<b>85300.30 Capital Expense:</b>				
	<b>\$ 36,750</b>	-	<b>\$ 36,750</b>	-
Demolition Expense	\$ 36,750	-	\$ 36,750	
<b>Total expenses:</b>	<b>\$ 36,750</b>	-	36,750	-
<b>Net Income:</b>	<b>\$ 140,298</b>	\$ 208,678	\$ 143,779	\$ (3,481)

Balance of Reserves:	Starting Balances	Transfer In	Transfer Out	Interest	Expense	Ending Balances
FY25 Projected:	\$ 513,109	\$ 171,529	\$ -	\$ 15,529	\$ -	\$ 700,167
FY26 Projected:	\$ 700,167	\$ 177,048	\$ -	\$ -	\$ (36,750)	\$ 840,466
FY27 Projected:	\$ 840,466	\$ 180,589	\$ -	\$ -	\$ -	\$ 1,021,055
FY28 Projected:	\$ 1,021,055	\$ 184,201	\$ -	\$ -	\$ -	\$ 1,205,256
FY29 Projected:	\$ 1,205,256	\$ 187,886	\$ -	\$ -	\$ -	\$ 1,393,142
FY30 Projected:	\$ 1,393,142	\$ 191,644	\$ -	\$ -	\$ -	\$ 1,584,786

**Capital Summary**

		Projected	
Does not include Sub Reserve Funds	FY26	FY25	FY25
	Budget	Actual	Budget
<b>Revenue</b>			
Grant-GA Entitlement & CARES	-	-	-
Grant-NW Quadrant Access Road	-	(24,995)	(43,200)
Grant-Rehab Airfield Lighting - Phase 1	(40,000)	(110,670)	(150,000)
Grant-Master Drainage Study	(165,000)	-	-
Grant-Update Exhibit A Property Map	(31,316)	(68,685)	(1,000)
Grant-Aviation Community Center	(5,000,000)		
Grant-Airport Master Plan (Phase 2)	(350,000)	-	(75,000)
Grant-Hot Spot- Reconfigure Taxiways Phase 1	(160,000)	-	(38,400)
Grant-NE Quadrant Apron and Taxiway Access	(87,750)	-	(13,000)
Grant-Expand East Quadrant	(36,400)	-	(124,800)
<b>Total</b>	<b>(5,870,466)</b>	<b>(204,350)</b>	<b>(445,400)</b>
<b>Capital Improvements</b>			
Building replacement/repair	5,110,000	-	103,000
Fence/Gate repair	15,000	-	15,000
Security	115,000	10,764	150,000
Pavement Repair	350,000	124,152	350,000
<b>Total</b>	<b>5,590,000</b>	<b>134,916</b>	<b>618,000</b>
<b>Capital Outlay</b>			
Office Equipment	30,000	6,629	20,000
Vehicles	36,000	12,000	36,000
Shop Equipment	88,573	13,902	19,200
Capital Outlay- Other	82,991	-	89,735
<b>Total</b>	<b>237,564</b>	<b>32,531</b>	<b>164,935</b>
<b>"A" Projects</b>			
Master Drainage Study	225,000	-	225,000
Update To Exhibit A Property Map	8,333	-	8,333
Expand East Quadrant GA Apron-construction/loca	-	-	104,000
Hot Spot- Reconfigure Taxiways Phase 1	100,000	-	160,000
Hot Spot- Reconfigure Taxiways Phase 2	97,500	-	-
NE Quadrant Apron and Taxiway Access	130,000	-	130,000
South Parallel Taxiway Rwy 12/30 Phase 1	-	-	137,500
Rehab NW Quadrant Access Road-State-Local	-	-	18,000
Rehab Airfield Lighting-Phase 1	-	-	139,250
NE Quadrant Auto Parking Lot & Entrance Road	-	-	-
<b>Total</b>	<b>560,833</b>	<b>-</b>	<b>922,083</b>
<b>Other</b>			
Debt Service-from GA entitlement grant	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total</b>	<b>517,931</b>	<b>(36,903)</b>	<b>1,259,618</b>

**Capital Projects-Internally Funded  
FY26 Budget  
Line Item Detail within Category**

		<u>FY26 Budget</u>	
<b>CAPITAL IMPROVEMENTS</b>			
Non-Reserve Funds			
<b>72000.01</b>	<b><u>Facilities</u></b>	<b><u>\$ 110,000</u></b>	
	Capital Improvements budgeted for Airport facilities are as follows:		
	Lighting Vault back up generator		30,000
	Misc. building repairs		80,000
<b>72100.01</b>	<b><u>Fencing, Gates, Landscaping -</u></b>	<b><u>\$ 15,000</u></b>	
	Repair/improvement of fencing and gates.		15,000
<b>72100.02</b>	<b><u>Security Improvements -</u></b>	<b><u>\$ 115,000</u></b>	
	Upgrades to airfield security		115,000
<b>72200.01</b>	<b><u>Pavement Repairs</u></b>	<b><u>\$ 350,000</u></b>	
	Pavement replacement, crack sealing and lot repairs.		350,000
<b>Total Capital Improvements</b>		<b>\$ 590,000</b>	
<b>CAPITAL CONSTRUCTION</b>			
<b>73000.xx</b>	<b><u>Capital Facility Construction</u></b>	<b>\$ 5,000,000</b>	
	Future Aviation Community Center Building		5,000,000
<b>Total Capital Construction</b>		<b>\$ 5,000,000</b>	
<b>CAPITAL OUTLAY</b>			
<b>74000.01</b>	<b><u>Office Equipment -</u></b>	<b><u>\$ 30,000</u></b>	
	Undesignated capital office equipment		30,000
<b>74100.01</b>	<b><u>Vehicles- Capital Repairs Purchases are now from VERF</u></b>	<b><u>\$ 36,000</u></b>	
	Airport 12-14-17-18-19-20 or Snow Equipment Rehab		18,000
	Airport 12-14-17-18-19-20 or Snow Equipment Rehab		18,000
<b>74200.01</b>	<b><u>Shop Equipment</u></b>	<b><u>\$ 88,573</u></b>	
	Undesignated shop equipment		10,000
	Toro Force Blower		13,000
	Raiko T-7 Ice Breaker Roller		27,000
	TYCO Fire Alarm Panel		38,573
<b>74300.01</b>	<b><u>Capital Outlay- Other</u></b>	<b><u>\$ 82,991</u></b>	
	Land Acquisition		-
	Environmental Assessment for 6/24		82,991
	Runway End Identifier Lights for Runway 12/30		-
<b>Total Capital Outlay</b>		<b>\$ 237,564</b>	
<b>Total-Internally Funded Capital</b>		<b>\$ 5,827,564</b>	

**"A" Projects  
FY26 Budget**

**Grant Service**

The "A" and "B" projects listed are taken directly from the IL Dept of Transportation, Division of Aeronautics, Transportation Improvement Program: Airports FFY2026-2029, Final Submittal 12/15/2023. The Airport Board of Resolution 23-039 was passed by the BOD on December 13, 2023.

Federal Fiscal Year (FFY) runs from October 1, 2024 to September 30, 2026.

	<b>Est FY26 Revenue</b>	<b>Local Share</b>	<b>Total Project Expense</b>
<b><u>Rehab NW Quadrant Access Road-State-Local</u></b>	<u>-</u>	<u>-</u>	<u>180,000</u>
Rehabilitate road for Atlantic Drive at NW quad hangars Current funding program is federal 0%, state 90%, and local 10%.			
<b><u>Expand East Quadrant GA Apron-construction/local share (est)</u></b>	<u>36,400</u>	<u>-</u>	<u>1,040,000</u>
Expand Airport East Quadrant General Aviation Aircraft Parking Apron. Current funding program is federal 0%, state 90%, and local 10%.			
<b><u>Hot Spot- Reconfigure Taxiways Phase 1</u></b>	<u>160,000</u>	<u>100,000</u>	<u>2,000,000</u>
Remove hot spot location 1 on east side of Airport Current funding program is Federal 90%, State 5%, Local 5%.			
<b><u>Hot Spot- Reconfigure Taxiways Phase 2</u></b>	<u>-</u>	<u>97,500</u>	<u>3,750,000</u>
Remove hot spot location 1 on east side of Airport Current funding program is Federal 90%, State 5%, Local 5%.			
<b><u>PWK-5128 Quadrant Apron and Taxiway Access</u></b>	<u>87,750</u>	<u>130,000</u>	<u>2,600,000</u>
Construct Northeast Quadrant Apron and Taxiway Access for New Tie Down Area Current funding program is Federal 90%, State 5%, Local 5%.			
<b>Subtotal Airport Development</b>	<b><u>284,150</u></b>	<b><u>327,500</u></b>	<b><u>9,570,000</u></b>
	<b><u>Est FY26 Revenue</u></b>	<b><u>Local Share</u></b>	<b><u>Total Project Expense</u></b>
<b><u>Rehab Airfield Lighting-Phase 1</u></b>	<u>40,000</u>	<u>-</u>	<u>2,500,000</u>
Install Airfield Light Control and Monitoring System (ALCMS) and replace Air Traffic Control Tower Control Panel.			
<b><u>Master Drainage Study</u></b>	<u>165,000</u>	<u>225,000</u>	<u>450,000</u>
Study the Airport's current stormwater drainage systems. Possible Federal funding. Currently budgeted State 50% Local 50%			
<b><u>Update To Exhibit A Property Map</u></b>	<u>31,316</u>	<u>8,333</u>	<u>166,667</u>
Update To Exhibit A Property Map. Scope to be determined with FAA SOP 3.0 for exhibit "A" Current funding program is Federal 90%, State 5%, Local 5%.			

**Aviation Community Center**

5,000,000

-

-

Facilitate planning and construction of an Aviation Community Center

**Airport Master Plan (Phase 2)**

350,000

-

-

Secondary project work on the Master Plan update. This amount is for reimbursement of CMT expenses.

IDOT Division of Aeronautics agreed to reimburse 50%. Current funding program is Federal 50% & Local 50%.

IDA is considering a switch to Federal 90%, State 5%, and Local 5%.

	<b>Est FY26 Revenue</b>	<b>Local Share</b>	<b>Total Project Expense</b>
<b>Total Grant Service "A" projects</b>	<b>5,870,466</b>	<b>560,833</b>	<b>12,686,667</b>

**"B" Projects  
FY26 Budget**

The following grant-supported projects, while important to the development of the Airport, are not expected to be funded during the fiscal year due to the funding level being provided by the FAA & IDOT for other projects carrying higher funding priorities. There is a high probability these amounts will not be required, so they are not included in our FY25 grant budget funding requirements.

	<b>Local Share</b>	<b>Total Project Cost</b>
<b><u>Remove Runway 6/24 -Taxiway geometry changes</u></b>	<u>232,000</u>	<u>4,640,000</u>
Remove Runway 6/24 -Taxiway geometry changes No Board resolution yet. Current funding program is federal 90%, state 5%, local 5%.		
<b><u>Part 150 NCP Imp. / Residential Soundproofing- Phase 4</u></b>	<u>200,000</u>	<u>2,000,000</u>
Residential soundproofing per noise study. Current funding program is Federal 90% & Local 10%. Airport pays for the program and simultaneously seeks reimbursement.		
<b><u>South Parallel Taxiway Rwy 12/30 Phase 1</u></b>	<u>166,500</u>	<u>3,730,000</u>
South Parallel Taxiway Rwy 12/30 Phase 1 Current funding program is Federal 90%, State 5%, Local 5%.		
<b><u>Rehab Airfield Lighting-Phase 2</u></b>	<u>114,250</u>	<u>2,000,000</u>
Includes Vault, circuits, signs, and regulators		
<b><u>Widen Runway 12/30</u></b>	<u>197,500</u>	<u>3,950,000</u>
Widen runway 12/30 to 100'. Current funding program is Federal 90%, State 5%, Local 5%.		
<b><u>RSA Study (per FAA) &amp; Land Reimburse. Rwy 34 End</u></b>	<u>12,500</u>	<u>250,000</u>
RSA Study & Reimbursement for the acquisition a Portion of Runway 34 End RSA - Clearing and Fencing No Board resolution yet.		
<b><u>Construct Wildlife Perimeter Fence</u></b>	<u>100,000</u>	<u>2,000,000</u>
Install Airport Perimeter Security/Wildlife 10' Fencing South side of crick only Current funding program is federal 90%, state 5%, local 5%.		
<b>Total Grant Service "B" projects-not included in proposed budget</b>	<b>\$ 1,022,750</b>	<b>\$ 18,570,000</b>

**Unrestricted Net Position (Reserves) Available:**

	<u>Operating and Capital Reserve Fund</u>	<u>Sewer Reserve</u>	<u>(VERF) Capital Reserve</u>	<u>Building &amp; Land Reserve</u>	<u>Repair or Demo Reserve</u>	<u>Total Cash and Equivalents</u>
<b>Projected Starting Cash Balances @ 4/30/2025</b>	6,148,273	692,928	805,418	2,460,262	700,167	10,807,049
<b>FY26 Budget:</b>						
Revenue Budget	8,853,827	43,059	16,000	(2,000,000)	-	6,912,886
Operating Expenses*^	(5,919,714)	-	-	-	-	(5,919,714)
Other Income & Expense	491,450	-	-	-	-	491,450
Debt Service	(512,546)	-	-	-	-	(512,546)
RSIP Revenues & Expenses	(250,000)	-	-	-	-	(250,000)
Transfer to VERF	(516,000)	-	500,000	-	-	(16,000)
Transfer to Building & Land Reserve	(3,000,000)	-	-	3,000,000	-	-
Transfer to Capital Repair-Demo Fund	(177,048)	-	-	-	177,048	-
Sewer Reserve Fund Projects	-	(60,000)	-	-	-	(60,000)
Vehicle & Equipment Fund Projects	-	-	(793,000)	-	-	(793,000)
Building & Land Fund Projects	-	-	-	-	-	-
Capital Improve (Facilities/Paving)	(590,000)	-	-	-	-	(590,000)
Capital Outlay (Vehicles/Equip/Land)	(154,573)	-	-	-	-	(154,573)
Capital Construction	(5,000,000)	-	-	-	-	(5,000,000)
Grant Service "A" Projects	(560,833)	-	-	-	-	(560,833)
Capital Outlay Other	(82,991)	-	-	-	(36,750)	(119,741)
Grant revenue	5,870,466	-	-	-	-	5,870,466
Capital Other	-	-	-	-	-	-
<b>Projected results for FY26</b>	<b>(1,547,961)</b>	<b>(16,941)</b>	<b>(277,000)</b>	<b>1,000,000</b>	<b>140,298</b>	<b>(701,605)</b>
<b>Projected Running Cash Balances @ 4/30/2026</b>	<b>4,600,312</b>	<b>675,987</b>	<b>528,418</b>	<b>3,460,262</b>	<b>840,466</b>	<b>10,105,444</b>

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

Airport Business Plan operating reserves:

Less 3 month operating reserves\* (1,479,928)  
**Over/(short) 3,120,383**

\* FY25 budgeted operating expenses times 25% as required by the Airport's business plan.

Airport Debt Covenant reserves^ (2,919,311)  
**Over/(short) 1,681,001**

^ Operating expenses x 180 days / 365 days

LOCATION MAPS  
FOR POTENTIAL  
CAPITAL PROJECTS

## LEGEND

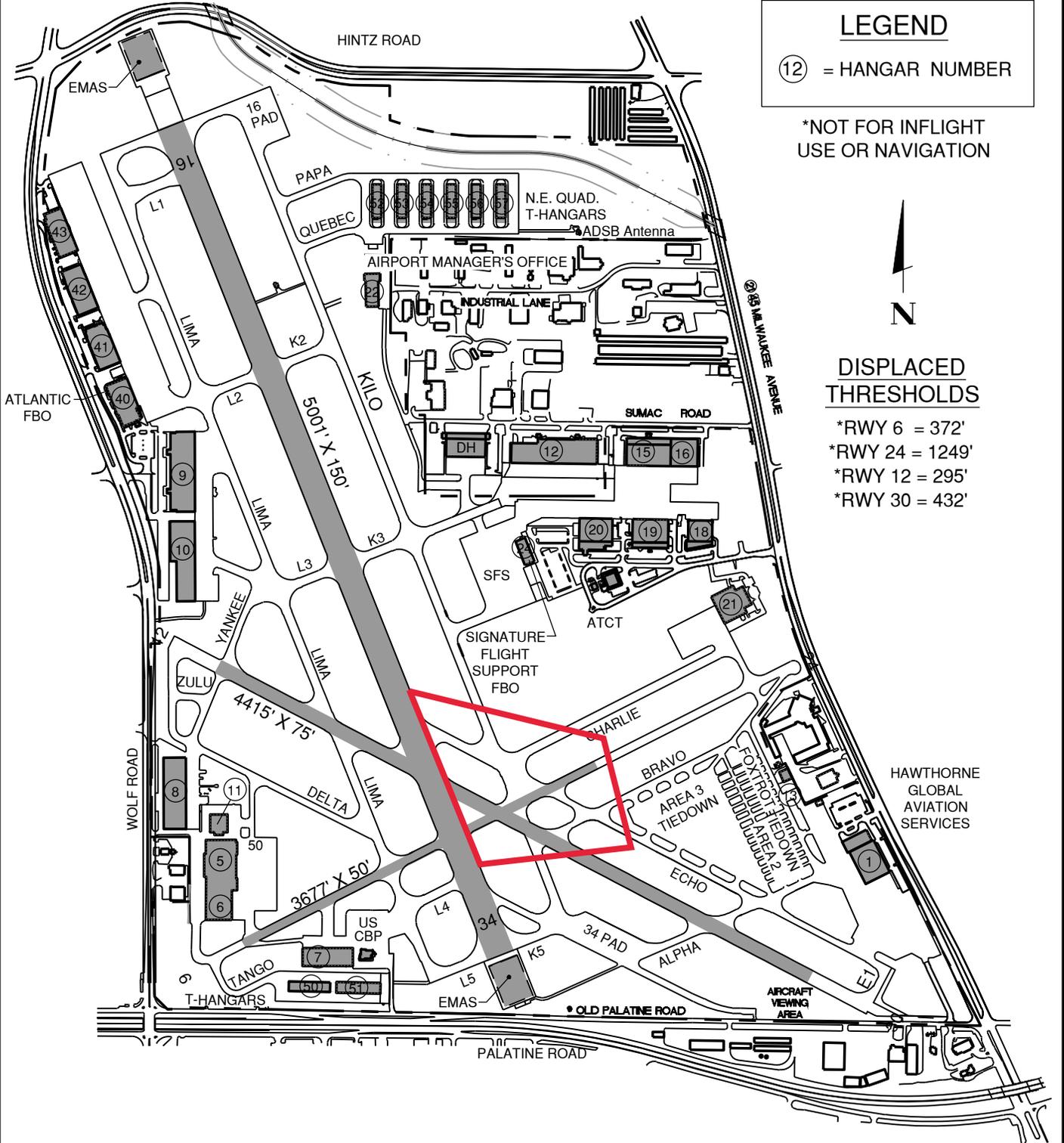
⑫ = HANGAR NUMBER

\*NOT FOR INFLIGHT  
USE OR NAVIGATION



## DISPLACED THRESHOLDS

- \*RWY 6 = 372'
- \*RWY 24 = 1249'
- \*RWY 12 = 295'
- \*RWY 30 = 432'



### Hot Spot Taxiway Reconfigure Phase 1

TOWER - 119.90  
 GROUND - 121.7  
 CLEARANCE DELIVERY/CHICAGO APPROACH - 124.7  
 TOWER CAB NUMBER 847-229-6003  
 TOWER HOURS M-F 0600L-2200L, SA-SU 0700-2200L

## LEGEND

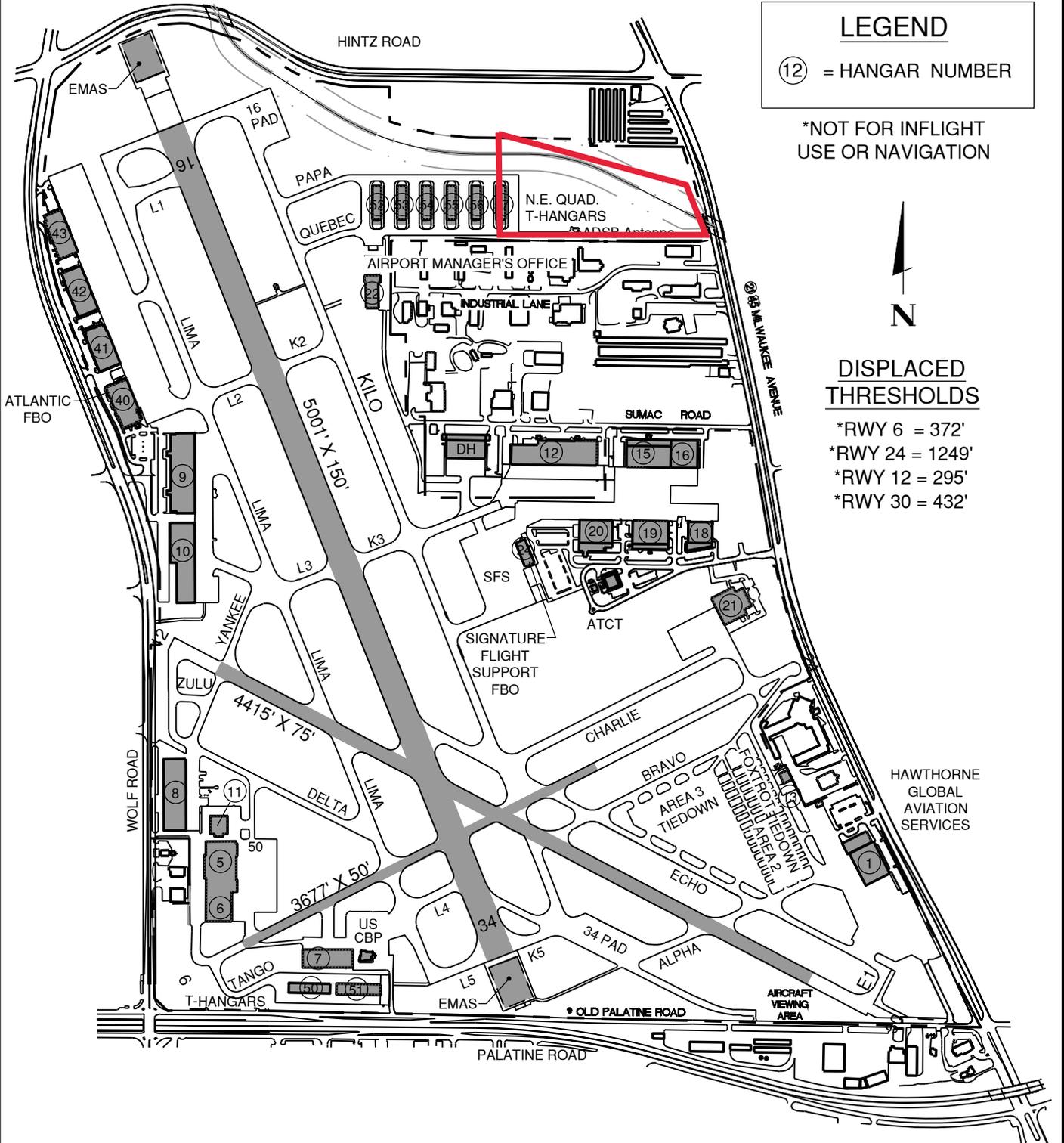
(12) = HANGAR NUMBER

\*NOT FOR INFLIGHT USE OR NAVIGATION



## DISPLACED THRESHOLDS

- \*RWY 6 = 372'
- \*RWY 24 = 1249'
- \*RWY 12 = 295'
- \*RWY 30 = 432'



### Northeast Quadrant Apron and Taxiway Access

TOWER - 119.90  
 GROUND - 121.7  
 CLEARANCE DELIVERY/CHICAGO APPROACH - 124.7  
 TOWER CAB NUMBER 847-229-6003  
 TOWER HOURS M-F 0600L-2200L, SA-SU 0700-2200L

## GLOSSARY OF TERMS

<b>TERM</b>	<b>DESCRIPTION</b>
AAAE	American Association of Airport Executives
Accrual Basis	The accounting term that reflects the method of recording revenue when earned and expenses when incurred. The Airport uses this method.
Capital Budget	Budgeted-for expenditures of Capital Improvement, Construction and Outlays, Grant Service and Allocations of Reserves for Replacements
ACFR	Annual Comprehensive Financial Report
CPI	Consumer Price Index
EMAS	Engineered Materials Arrestor System
Enterprise Fund	A fund used in governmental accounting to account for activities that provide goods or services to the public for a fee that is meant to make the entity self-sustaining. It operates in a manner similar to private business enterprises, with the intent that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed primarily through user charges.
FAA	Federal Aviation Administration
Fund	An amount set aside for a specified purpose
GFOA	Government Finance Officer's Association
Infrastructure	Airport runways, taxiways and aprons
Modified Accrual Basis	The accounting term that reflects a mixture of the cash basis and accrual basis methods. The Airport does not use this method.
Operating Budget	Expenditures for Finance/Administration, Operations/Maintenance, Interest Income, and Interest Expense for daily operations of the Airport.
Operation	A landing or takeoff.
Part 139	Federal Regulation governing air taxi operations.
Rwy	Runway
SWPPP	Storm water Pollution Prevention Program
TIPs	Transportation Improvement Program presented to the State of Illinois, Department of Transportation, Division of Aeronautic

**Peter Falcone**

**From:** Peter Falcone  
**Sent:** Tuesday, April 8, 2025 12:37 PM  
**To:** Peter Falcone  
**Subject:** RE: Village Agenda Request - Garfield's Beverage - THC Ban

**From:** Adam Silverstein <[Adam@garfieldsbeverage.com](mailto:Adam@garfieldsbeverage.com)>  
**Sent:** Tuesday, April 8, 2025 11:28 AM  
**To:** Joe Wade <[jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)>  
**Subject:** Village Agenda Request - Garfield's Beverage - THC Ban

\*\*\*\*\* THIS IS AN EXTERNAL EMAIL, PLEASE EXERCISE CAUTION WITH LINKS \*\*\*\*\*

Hello -

Per our telephone conversation I would like to speak to the board about the THC Ban put into place. THC products that have been made legally available to general retailers has been a priority for our company to target. It is a growing segment of the adult beverage industry and one that is poised only to continue to grow. We are in full agreement that there needs to be accountability in this segment and are working with other municipalities and the state to create a frame work for these products to exist. In the interim, we feel that approaching this category with an outright ban does not serve the best interests of the community along with the retailers that support good actors.

**Currently, there is no active bill in Illinois that outright bans Delta-8 and Delta-9 THC products statewide.**

There are many bills that attempt to regulate the sale of the products including but not limited to the following:

**1. House Bill 1:**

- Sponsored by Representative La Shawn Ford, this bill proposes regulating Delta-8 THC sales by licensing a limited number of shops to sell these products.
- It includes age restrictions (21+), safety standards, and aims to prevent oversaturation of communities with unregulated Delta-8 products.

**2. House Bill 4293**

- Sponsored by Senator Kimberly Lightford, this bill seeks stricter regulation of hemp-derived products, including Delta-8 THC.
- Provisions include prohibiting packaging that imitates candy or appeals to children, enforcing safe packaging standards, and restricting sales to licensed dispensaries for individuals aged 21 and over.

**4. Senate Bill 1766**

- Introduced in March 2025, this bill focuses establishes a tax on hemp beverage manufacturers and distributors and puts the sale and distribution of hemp beverages within the three-tier system.
- Prohibits the sales to individuals under the age of 21 and regulates the manufacturing, labeling, testing, and advertising of hemp beverages.

#### **4. Senate Bill 1775**

- Introduced in February 2025, this bill focuses on regulating hemp-derived cannabinoids like Delta-8 and Delta-9 THC.
- It aligns state laws with federal regulations, imposes age restrictions (21+), and requires proper labeling and safety measures.

#### **5. Previous Failed Bills**

- Earlier bills aimed at banning most sales of Delta-8 THC entirely failed in the General Assembly. These proposals would have restricted sales exclusively to licensed dispensaries but were criticized for potentially creating monopolies among dispensaries

Economically, the hemp-derived THC industry contributes significantly to local economies, supporting small businesses, farmers, and retailers who rely on hemp cultivation and product sales. Banning these products would financially harm these stakeholders while consolidating sales within licensed dispensaries, reducing competition and diversity in the marketplace. Additionally, Delta-8 and Delta-9 THC products provide consumers with legal alternatives to marijuana, opioids, or pharmaceuticals for managing pain, anxiety, and stress. Removing these products from the market would limit access to options that many individuals depend on for wellness.

Regulation is a more effective approach to addressing safety concerns. Proper oversight—including age restrictions, labeling requirements, and product testing—could ensure consumer safety without eliminating the market entirely. Regulation would also address issues such as mislabeled THC content or unsafe contaminants in products. Completely prohibiting the sale of a legal product on a local level only leads to driving consumers towards online markets, other legal municipal markets, or to unregulated black-market products, which pose greater health risks. Regulating these substances would provide safer options for adults while protecting minors through age restrictions and advertising controls. A regulatory approach better serves public health, economic interests, and consumer needs.

Adam Silverstein

Chief Operating Officer

[Garfield's Beverage Warehouse](#)

847-792-1400



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

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

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

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

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

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

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* Patrick Ludvigsen, Mayor of the City of Prospect Heights, do hereby proclaim April 25, 2025 as

# Arbor Day

In the City of Prospect Heights, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

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

*Dated this* 15th day of April  
 Mayor Patrick Ludvigsen





To: Mayor Pat Ludvigsen and Members of the City Council

From: Cheri Grieco, Finance Director

Date: March 20, 2025

Re: Ordinance O-25-05 Water Rate Increase

**Background:**

The City of Prospect Heights reviews water rates on an annual basis to ensure fees are in line with the costs incurred to deliver the service. Original water rates were based upon the Water Study conducted in 2012/2013 which have since then been adjusted for annual debt service, water costs, capital improvements and other operating costs. A review of Illinois American Water invoices show an increase of 6% for the first 8 months of FY25 (\$261k vs FY24 of \$246k) due mainly to increases in delivery charges.

**Analysis:**

Historically, we have included four component costs in the water rate calculation. Beginning with FY25, an additional component for maintenance reserve is added. This additional component will establish a reserve to provide for future major maintenance and replacement. Analysis of these components is as follows:

- Delivery – increased based on annual budgeted variable expenses included in the proposed FY26 budget. Those costs include Salaries/benefits, regular system maintenance and professional services. FY26 budgeted capital expenditures are not included this component.
- Infrastructure - based upon budget for current year depreciation.
- Maintenance Reserve – provides a savings mechanism for future and current system major repairs/replacement based on historical cost, not projected replacement cost.
- Debt Service – this component is for annual debt service requirements. Water Fund Debt Certificates were paid in full during FY25 and therefore the number for FY26 is zero.
- Water sales - based upon the water study rates and previous year’s consumption costs.

<u>Rate components:</u>		<u>FY2026</u>	<u>FY2025</u>	<u>FY2024</u>
Water Sales	per 1000 gals	8.46	8.36	6.51
Delivery	monthly	34.05	32.56	32.95
Infrastructure	monthly	13.33	13.33	12.31
Maintenance Reserve	monthly	5.50	-	-
Debt Service (FY25 done)	monthly	-	6.03	6.17
		<u>61.35</u>	<u>60.28</u>	<u>57.93</u>
		% increase	1.8%	4.1%
		\$ increase	1.06	2.35

**Recommendation:**

Based on the above analysis, Staff recommends the City’s water rate be increased to \$61.35 for FY25-26 effective May 1, 2025.

**ORDINANCE NO. 0-25-05**

**AN ORDINANCE AMENDING ORDINANCE NO. 0-24-06  
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PROSPECT HEIGHTS,  
COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** Title 1, Chapter 7, Section 15. I Water Rates of the City Code is hereby further amended by deleting the following strikethrough text and adding the following bold and underlined text to read as follows:

**I. Water Rates**

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

	<u>FY 2024-25</u>	<u>FY 2025-26</u>
Water Supply Charge per 1,000 Gallons	\$ <b>8.36</b>	\$ <b>8.46</b>
Monthly Customer Delivery Charge	\$ <b>32.56</b>	\$ <b>34.05</b>
Monthly Infrastructure Reserve charge	\$ <b>13.33</b>	\$ <b>13.33</b>
<del>Monthly Debt Service Charge</del>	<del>\$ 6.03</del>	<del>\$ 0.00</del>
<b><u>Maintenance Reserve Charge</u></b>	<b>0.00</b>	<b>\$ 5.50</b>

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

Water Rate effective date shall be May 1, 2025.

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

AYES:

NAYS:

ABSENT:

PASSED this \_\_\_\_\_ day of April 15, 2025.

APPROVED this \_\_\_\_\_ day of April 15, 2025.

\_\_\_\_\_  
Patrick Ludvigsen, Mayor

ATTEST:

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



1020 South Plant Road  
 Wheeling, Illinois 60090  
 847.537.2580  
 www.chiexec.com

## MEMO

Date: March 20, 2025  
 To: City of Prospect Heights and Village of Wheeling Officials  
 From: Jason G. Griffith, Director of Finance  
 Subject: FY2026 Chicago Executive Airport Proposed Budget

---

Highlight summary of the proposed FY2026 budget:

- **Net Income:** After transfers to reserve fund FY26's budgeted Net Income from operating reserves is -\$701,603. The FY26 budget has a significant increase to the Land and Building reserve fund transfer in preparation of a new airport community center with the intent to lessen or eliminate the need for debt service when it is time to construct the building.
- **Revenues:** FY26 total budgeted revenues are \$8,853,827, a \$1,352,464 (18.03%) increase from FY25
  - Long term lease revenues and fuel flowage revenues are the main drivers of the increase to budgeted revenues
  - Fuel flowage revenue is the Airport's best way to directly receive revenues from transient aircraft
- **Operating Expenses:** Total FY26 budgeted operating expenses for the combined departments are \$5,919,714, a \$432,598 (0.7.88%) increase from the FY25 budget.
- **RSIP:** During the Airport's last audit it was recommended that RSIP be moved from a capital project because the Airport does not directly receive the benefits of the program. RSIP is now accounted for as its own program with budgeted expenses of \$2,500,000 with off setting grant revenues of \$2,250,000.
- **Reserve Funds:**
  - **Sewer Reserve-** Sewer revenues will continue to go directly into the Sewer Fund. The projected 5/1/25 starting balance is \$692,928. Projected 4/30/26 ending balance \$675,987.
  - **Vehicle and Equipment Reserve Fund (VERF)-** is budgeted for a \$500,000 annual transfer. The projected 5/1/25 starting balance is \$805,418. The 4/30/26 projected ending balance of \$528,418. The Airport is budgeted to purchase a new large snowplow with a liquid deicer tank (\$725,000) and other smaller vehicles. When a vehicle is sold the funds received for the purchase will go back into this fund.
  - **Building & Land Reserve Fund-** is budgeted for a \$3,000,000 annual transfer. The projected 5/1/25 starting balance is \$2,460,262. The projected ending balance on 4/30/26 is \$3,460,262. As mentioned above the airport is saving funds to construct a new airport community center.
  - **Capital Repair/Demo Fund-** is budgeted at 5% of long-term and Hanagar5/6 permit fees revenues. The projected 5/1/25 starting balance is \$700,167. With a projected 4/30/26 ending balance of \$840,466.

- **Capital Projects:** Self-funded, not grant funded, capital projects include updates to airfield security, pavement repairs, an airport community center, shop equipment, capital vehicle repairs, and building/hangar updates.
- **Capital “A” Projects:** The total cost of all the projects is estimated at \$12,686,667 with the Airport’s local share expected to be \$560,833 with budgeted FY26 offsetting grant revenues of \$5,870,466. The major Capital “A” projects include the master drainage study, development of the East quadrant apron, Northeast quadrant apron and taxiways for the tiedowns, and the hot spot reconfiguration.
- **Unrestricted Net Assets Available:** The Airport Business Plan requires that the airport maintains an unrestricted net asset balance equal to 3 months (25%) of the current year’s budgeted operating expenses, which would be \$1,479,928 ( $\$5,919,714 \times 25\%$ ). Our estimated April 30, 2026, operating fund balance of \$4,600,312 satisfies this requirement.
- **Debt Covenant Requirements:** Our debt covenants require the Airport maintains a cash balance worth 180 days of budgeted operating expenses. In FY26 that would be \$2,919,311 ( $\$5,919,714 \times 180/365$ ). Our estimated April 30, 2026, operating fund balance of \$4,600,312 satisfies this requirement.

**Resolution No. R-25-21**

**A Resolution Approving the FY26 Budget for Chicago Executive Airport**

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

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

**Whereas**, the Airport staff have prepared and presented to the Board of Directors the proposed budget for the fiscal year ending April 30, 2026; and,

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

**Whereas**, the adoption of said budget constitutes the appropriation of monies for Chicago Executive Airport in the fiscal year ending April 30, 2026; and,

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

**Now, Therefore, Be It Resolved by the Mayor and City Council of the City of Prospect Heights, County Cook, State of Illinois**, that the Annual Budget for fiscal year ending April 30, 2026, totaling \$8,853,827 in revenues and \$5,919,714 in expenses is hereby approved.

**Passed and Approved** this 15th day of April 2025.

\_\_\_\_\_  
Patrick Ludvigsen, Mayor

**Attest:**

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

**Ayes:** \_\_\_\_\_

**Nays:** \_\_\_\_\_

**Absent:** \_\_\_\_\_



**To:** Mayor Ludvigsen  
Members of the City Council  
Joe Wade, City Administrator

**From:** Peter Falcone, Assistant City Administrator

**Subject:** Recommended Successor Agreement with Metropolitan Alliance of Police, Prospect Heights Police Chapter #252

**Date:** April 10, 2025

**Background**

Negotiations for a successor agreement to the existing Police Patrol Officers Collective Bargaining Agreement have been completed with the attached recommended term sheet. City representatives for negotiations included Labor Counsel Amy Moor Gaylord, Mayor Ludvigsen, Police Chief Milo Derman, Assistant Administrator Falcone and Administrator Wade.

**Analysis**

Changes to the preceding agreement are reflective of discussion with Council in Executive Session. Proposed contractual changes include the following wage increases:

May 1, 2025 – 3.5%

May 1, 2026 – 3.5%

May 1, 2027 – 3.5%

May 1, 2028 – 3.5%

**Recommendation**

The City's bargaining committee recommends approval of this collective bargaining agreement.

**CITY OF PROSPECT HEIGHTS**

**Resolution No. R-25-22**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND METROPOLITAN ALLIANCE OF POLICE, CHAPTER #252**

**Whereas**, the City of Prospect Heights and Metropolitan Alliance of Police have agreed to enter into a joint successor agreement;

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, STATE OF ILLINOIS** as follows:

**Section 1.** That the agreement between the City of Prospect Heights and the Metropolitan Alliance of Police in substantially the form attached hereto as Exhibit "A" is hereby approved, and the execution of said agreement by the City Administrator is hereby approved and authorized.

**Section 2.** This Resolution shall be in full force and effect from and after its passage as provided by law and that the Mayor or City Administrator is directed to take any action necessary to carry out the purpose of this Resolution.

**PASSED AND APPROVED this 15th day of April 2025.**

\_\_\_\_\_  
Patrick Ludvigsen, Mayor

Attest:

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**AGREEMENT BETWEEN**  
**THE CITY OF PROSPECT HEIGHTS, ILLINOIS**  
**AND**  
**METROPOLITAN ALLIANCE OF POLICE,**  
**PROSPECT HEIGHTS POLICE CHAPTER 252**

**202~~51~~-202~~95~~**

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PREAMBLE

THIS AGREEMENT, entered into by the City of Prospect Heights, Illinois (hereinafter referred to as the “City” or the “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, Prospect Heights Police Chapter #252 (hereinafter referred to as the “Chapter”) is in recognition of the Chapter’s status as the representative of certain of the City’s full-time sworn peace officers and has as its intent to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Chapter do mutually promise and agree as follows:

ARTICLE I  
RECOGNITION

Section 1.1. Recognition. The City recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers below the rank of sergeant employed by the City (hereinafter referred to as “officers” or “employees”), but excluding all sworn peace officers in the rank of sergeant or above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other supervisory, managerial and confidential employees as defined by the Act, as amended, and all other employees of the Department and City.

Unless the context clearly indicates otherwise, the terms “police officer,” “officer,” and “employee” shall refer exclusively to members of the above-described bargaining unit.

Section 1.2. Representation Time. If a police officer attends a scheduled meeting between the City and MAP as a representative of MAP pursuant to the provisions of this Agreement during his/her regularly scheduled hours of work (e.g., grievance meetings pursuant to Article VI and Labor-Management Committee meetings pursuant to Article VII), the officer shall suffer no loss of pay because of such attendance, provided that the City must have agreed to hold the meeting at such time. The provisions of this Section shall only apply to regularly scheduled hours of work and shall not cover overtime, extra duty details, etc. MAP recognizes the essential need to minimize lost work time and to avoid interference with the operations of the Department.

## ARTICLE II MANAGEMENT

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, and subject to the powers of the Prospects Heights Fire and Police Commission, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the City; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate, promote or demote employees; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge nonprobationary employees for just cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to relieve or lay off employees. The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, the City Administrator, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2. Authority of the Board of Fire and Police Commissioners. This Agreement is not intended and shall not be construed to diminish or modify the statutory authority of the Prospect Heights Board of Fire and Police Commissioners and the parties hereto expressly recognize the exclusive authority of the Board with respect to hiring, promotion, demotion, discipline, and discharge of Police Officers.

Section 2.3. Work Rules and Regulations. The City may adopt, change or modify work rules deemed necessary to maintain or improve professional and efficient Department operations. Whenever the City changes rules or issues new rules applicable to employees that are in the form of General Orders, the Chapter will be given at least five (5) days' prior notice, absent emergency or legal considerations, before the effective date of the work rules in order that the Chapter may discuss such rules with the Chief of Police or the Chief's designee within that five (5) day period before they become effective if the Chapter so requests.

Each officer shall continue to receive copies of Departmental rules and standard operating

procedures. Absent emergency or legal considerations, any changes in Departmental rules and standard operating procedures shall be made available to officers before their implementation.

Section 2.4 Use of GPS/Electronic Data for Discipline. Global Positioning System data or other electronic data shall not be used as the sole basis for implementing or investigating alleged misconduct by any bargaining unit member covered by the current Collective Bargaining Agreement between the parties.

ARTICLE III  
PROBATIONARY PERIOD

Section 3.1. Probationary Period. The probationary period shall be eighteen (18) months in duration from the date of employment, or such other shorter period of time as may be established from time to time by City's Board of Fire and Police Commissioners for some or all new employees. The probationary period may be extended by the City for good cause for a period not to exceed an additional six (6) months. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

While probationary employees shall have no seniority, upon successful completion of their probationary period, their seniority shall date back to their last date of employment. Except as provided in this Section, probationary employees shall be covered by the other applicable provisions of this Agreement.

ARTICLE IV  
CHAPTER RIGHTS

Section 4.1. Dues Checkoff and Fair Share.

Dues Deduction. During the term of this Agreement the Employer will deduct from each employee's first paycheck each month the uniform, regular Metropolitan Alliance of Police dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The City shall remit such deductions monthly to the Illinois Metropolitan Alliance of Police at the address designated by the Chapter.

The actual dues amount deducted, as determined by the Metropolitan Alliance of Police, shall be uniform for each employee in order to ease the Employer's burden in administering this provision.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Metropolitan Alliance of Police shall be responsible for collection of dues. The Metropolitan Alliance of Police agrees to refund to the employee any amounts paid to the Metropolitan Alliance of Police in error on account of this dues deduction provision.

Section 4.2. Indemnification. The Chapter and the Metropolitan Alliance of Police shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article provided the City does not initiate or prosecute any claim or demands. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount.

Section 4.3. Bulletin Board. The City will make available bulletin board space available in or proximate to the squad room for the posting of official Chapter notices and information of a non-political and non-inflammatory nature. The Chapter will limit the posting of Chapter notices to said bulletin board.

ARTICLE V  
NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike. MAP agrees on behalf of itself and the Police Officers that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, sympathy strike, work stoppage, intentional withholding of services, picketing of City offices, slow-down, sit-in, “blue-flu,” “ticket blitz,” or intentional refusal to work at any time for any reason.

Section 5.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

ARTICLE VI  
GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Chapter pursuant to Section 6.8 of this Agreement) against the City involving an alleged violation or misapplication of an express provision of this Agreement, but shall exclude any dispute or difference of opinion concerning a suspension, removal, or discharge of an employee or other action which is subject to the jurisdiction of the Board of Fire and Police Commissioners of the City, except as otherwise provided in Section 6.9 of this Agreement.

Section 6.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than seven (7) calendar days after the act, event or commencement of the condition which is the basis of the grievance or seven (7) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance. The supervisor shall respond to the grievance in writing within seven (7) calendar days.

Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Deputy Chief, or the Deputy Chief’s designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. Within seven (7) calendar days after presentation of the written grievance to the Deputy Chief, the Deputy Chief or the Deputy Chief’s designee shall provide a written response.

Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee or by the Chapter representative to the Chief of Police, or the Chief’s designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief’s designee. The Chief of Police, or the Chief’s designee, may meet with the employee and/or the Chapter representative in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief’s designee, receives the grievance. The Chief, or the Chief’s designee, shall reply to the grievance within seven (7) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Chief, or the Chief’s designee.

Step 4: If the grievance is not settled in Step 3, the written grievance shall be presented by the Chapter representative to the City Administrator, or the Administrator’s designee,

not later than seven (7) calendar days after the Chief of Police, or the Chief's designee, replies to the grievance. The City Administrator or the Administrator's designee shall make such investigation of the facts and circumstances as the Administrator, or the Administrator's designee, deems necessary, and may meet with the employee and/or the Chapter representative. The City Administrator or the Administrator's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Administrator, or the Administrator's designee.

Section 6.3. Arbitration. A grievance not settled in Step 4 may be appealed by the Chapter to arbitration by serving on the City its written notice of the appeal, not later than fifteen (15) calendar days after the date of the reply of the City Administrator or the City Administrator's designee, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree within fifteen (15) days after receipt of the written request to arbitrate upon an arbitrator to hear the grievance, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Wisconsin or Indiana. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the specific issue(s) submitted to him. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the City or the City Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, ignore, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Chapter, the employee, and the City.

Section 6.5. Time Limits. If a decision is not rendered by the City within the time limits provided for in this grievance procedure, the aggrieved employee, or the Chapter, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Chapter does not submit the grievance or appeal the City's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the City without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Chapter and the City.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the City, the Chapter, and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the City and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the City is without authority to act and that the filing and pendency of any grievance shall not preclude the City from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.8. Chapter Grievances and Rights. If the Chapter believes that the City has violated a specific provision of this Agreement that concerns a specific Chapter right (e.g., dues checkoff, Bulletin Board, etc.), the Chapter may file a grievance on its own behalf in accordance with provisions set forth in this Article.

No settlement or agreement shall be binding on the Chapter unless the Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Chapter has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

Section 6.9. Grieving Suspensions in Excess of Five (5) Calendar Days or Discharges. The parties recognize that the Police Chief and the Board of Fire and Police Commissioners of the City of Prospect Heights ("Board") have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10.2-1 et seq. The terms of this article are nevertheless intended to supplement the authority of the Police Chief and the Board by providing non-probationary employees with the right to choose between having a dispute as to suspension in excess of five (5) calendar days or discharge action resolved through a hearing before an arbitrator selected according to the grievance/arbitration procedure of this agreement or by hearing conducted by the Board. In accordance with Section 15(b) and (c) of the IPLRA, 5 ILCS 315/15(b)(c), in the event any conflicts between this procedure and the City ordinance or Board rules, the provisions of this Agreement shall take precedence.

A grievance may be filed contesting whether just cause exists for such suspension in excess of five (5) calendar days or discharge action according to the following procedure:

1. At the time that the Police Chief files charges with the Board, he shall notify the affected employee and the Union of such action.
2. The employee may then file a grievance contesting the just cause of the disciplinary action. Such grievance shall be filed within the time limits provided by Article VI, Section 6.2, Step 1, but shall be initially filed at the arbitration step. The option to proceed to arbitration or to the Board are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board and no relief shall be available under the Board with respect to any matter which, at the employee's

option (with the Union's approval) is appealed to the grievance and arbitration procedure.

3. If a grievance is filed, it may be referred to arbitration in accordance with the provisions of Article VI, Section 6.3.
4. If the grievance is referred to arbitration by the Union, the following conditions shall apply:
  - a. The notice to refer the disciplinary grievance to arbitration shall be signed by the Union's designated representative and shall also contain a signed statement from the affected employee waiving any and all rights he/she may have to a hearing before the Board or to appeal the Board's actions on the charges to the courts pursuant to the Administrative Review Act.
  - b. Upon receipt of such notice referring the grievance to arbitration, the Board shall issue an order implementing the Police Chief's recommendation for suspension in excess of five (5) calendar days or discharge within ten (10) days of the filing of the Union's notice of referral to arbitration without further hearing. If the Board fails to act within such period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the Police Chief. In either event, the grievance as to whether such Board action is supported by just cause shall be heard before an impartial arbitrator as provided in Section 6.3 of the grievance procedure (Article VI) unless the grievance is settled upon terms acceptable to the Union, and the City.
5. If no grievance is filed or the Union does not refer the grievance to arbitration, the charges shall proceed to a hearing and a determination shall be made by the Board.

Section 6.10. Miscellaneous. No member of the bargaining unit shall have any authority to respond on behalf of the City to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE VII  
LABOR-MANAGEMENT COMMITTEE

Section 7.1. Labor-Management Committee. At the request of either party, the designated Chapter Representative and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Representative may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other City representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE VIII  
HOURS OF WORK AND OVERTIME

Section 8.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 8.2. Workday and Shift. Except as provided elsewhere in this Agreement or otherwise established by the City from time to time, the normal workday of officers other than non-patrol officer(s) shall be twelve (12) hours. The normal workday for non-patrol officer(s) shall be eight (8) hours.

The shifts, workdays and hours to which employees are assigned shall be based upon the fourteen (14) day departmental shift schedule. Officers other than non-patrol officer(s) shall normally work seven (7) shifts in the fourteen (14) day tour of duty (i.e., seven 12-hour shifts) and the non-patrol officer(s) shall normally work ten (10) shifts in the fourteen (14) day tour of duty (i.e. ten 8-hour shifts). During each 28-day work period, employees working twelve (12) hour shifts will select time off, ("Kelly Time"), which shall be approved by the Chief or his designee ~~at a rate of four (4) hours per person every fourteen (14) days.~~ Within a six-week period, the officer shall accumulate 12 hours and be permitted to take an additional day off. In the event of a scheduling conflict where such time off is unable to be scheduled, then the effected officer shall be compensated for the ~~four~~ twelve (12) hours at the applicable overtime rate.

Notwithstanding anything to the contrary in this Article or Agreement, the City shall have the right to determine the schedule for the hours and shifts to be worked per day, per week and per work period. The hours, shifts, tours of duty and work schedule may be changed from time to time to meet varying conditions of the Department. However, the City must provide written notice at least forty-eight (48) hours in advance of any change in scheduled hours or shifts.

Section 8.3. Overtime Pay. Hours worked beyond eighty (80) hours in an employee's fourteen (14) day tour of duty will be paid on the basis of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. Officers may not refuse overtime assignments. For the purposes of overtime compensation, "hours worked" shall include all hours actually worked (excluding extra duty details), and all authorized paid leave time.

Section 8.4. Overtime Assignments. Overtime assignments of which the employer is aware at least ~~three~~ two (2) days in advance ("scheduled overtime") shall be offered by seniority to all covered officers scheduled off-duty for the shift at issue. Scheduled overtime assignments shall be posted at least one (1) week in advance, whenever practicable. Scheduled overtime assignments shall not be made until all affected officers have worked at least one shift following the posting of the overtime assignment. Scheduled overtime assignments shall be filled pursuant to sworn rank (e.g., patrol officers shall be offered overtime created by a patrol vacancy first, sergeants shall be offered overtime created by a sergeant vacancy).

All other overtime assignments ("non-scheduled overtime") shall be offered by rotating seniority to all officers scheduled off-duty for the shift at issue, non-scheduled overtime shall be offered to sworn, full-time officers prior to being offered to any other employee. Should no officer

volunteer for the assignment, the Chief of Police or his designee shall order officers to work said shift by rotating reverse seniority.

Section 8.5. Court Time. Effective upon ratification of this Agreement by both parties, an employee who is required to make court appearances on behalf of the City during the employee's off-duty hours will receive pay for all hours worked at the rate of one and one-half (1-1/2) times the employee's regular hourly rate-with a minimum guarantee of ~~three two and one-half~~ (3 ~~2-1/2~~) hours. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

NOTE:

- a. Officers required to attend authorized court or pre-trial conferences within one (1) hour immediately preceding their normal tour of duty will be compensated at the overtime rate for one (1) hour.
- b. Officers required to attend authorized court or pre-trial conferences commencing during their tour of duty and extending beyond the normal tour of duty will be compensated at the overtime rate on the basis of completed 15-minute segments for the overtime worked. The overtime will be computed from the end of the normal tour of duty to the sign out time at court or at ~~the~~ conclusion of the pre-trial conference.

Officers required to attend more than one authorized court or pre-trial conference on the same day will be compensated at the rate of time and one-half (i.e., the overtime rate) in the following manner:

- a. When time between court appearances exceeds two and one-half (2 ½) hours (sign out time from the first court to sign in time at the next court), a minimum of two and one-half (2 ½) hours will be credited for each court appearance.
- b. When the time between court appearances is two and one-half hours (2 ½) hours or less, overtime will be computed on the basis of completed 15-minute segments for the total time between sign-in time at the first court to sign out time at the last court. A minimum of two and one-half (2 ½) will be credited when the total time is two and one-half (2 ½) hours or less.
- c. A separate overtime/compensatory time report for each court appearance is required. The submitted officer will insert, in the explanation section, the words "multiple court appearances" and indicate the court branch in which the officer appeared.

Section 8.6. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1-1/2) times an employee's regular straight-time hourly rate of pay for all

hours worked on call-back, with a two (2) hour minimum, except that if the employee is called back to rectify the employee's own error, such call-back time shall be paid at straight-time rates and shall not be counted toward overtime hours under Section 5.3. This Section shall not be applicable to scheduled overtime.

Section 8.7. Shift Trades. Covered officers may trade or switch duty assignments with the advance written approval of the officers' immediate supervisor. Officers wishing to effect a trade must submit a written request therefore. All trades/switches must be completed within forty-two (42) days of the initial trade/switch.

Section 8.8. Compensatory Time. An employee shall have the option of accruing up to a maximum of eighty (80) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the employee's immediate supervisor (Shift Sergeant). Requests to use compensatory time shall not be unreasonably denied. If the use of compensatory time results in a hireback at the overtime rate, then compensatory time shall be deducted at the overtime rate. Accrued compensatory time shall, if practicable, be used within the same fiscal year in which it has been accrued. No more than eighty (80) hours shall be carried over to the next calendar year. Any unused compensatory time that an employee has at time of separation from City employment (including retirement) shall be paid off at the employee's straight-time hourly rate of pay as of the employee's last day of employment. Whenever an employee has reached the maximum of eighty (80) hours of compensatory time, he/she shall be paid overtime at the applicable rate specified in this Article for all overtime hours worked.

Section 8.9. Extra Duty Details. "Extra duty details" are defined as work by an officer on behalf of a governmental unit other than the City (excluding special assignments to the MEG or other special units governed by Section 18.7), a private business, or person through the City that is subject to City regulations.

#### Procedure for Offering and Assigning Extra Duty Detail

At least three (3) days prior to the detail(s), extra duty detail(s) shall be simultaneously offered through electronic notification to all bargaining unit members, excluding part-time officers. No bargaining unit member may volunteer for the extra duty detail until 1800 hours on the following calendar day. At 1800 hours, on the calendar day following electronic notification, officers will be assigned on a "first come, first serve" basis.

An officer may only volunteer for one (1) extra duty detail within a (24) hour period beginning from the date and time the bargaining unit member is assigned to the extra detail. (E.g.- if an officer volunteers for an extra duty detail on day 1, then the officer must wait (24) hours before volunteering for the same "type" of detail). The (24) hour waiting period shall apply to each separate distribution of extra duty detail assignments of the same type. For example, if extra duty details of "type A" (e.g.- all PABCOR details would be considered of the same type) are offered on day 1, an officer may volunteer for one "type A" detail. However, the officer will be required to wait (24) hours before volunteering for additional "type A" assignment. Nonetheless, nothing precludes the officer from volunteering for a different "type" of detail, subject to the (24) hour waiting period.

In the event the (24) hour waiting period (beginning at 1800 hours of the calendar day following notification) has passed and assignments of the same type in the originally distributed correspondence remain available, the officer may volunteer without restriction.

If the extra duty detail does not permit the (24) hour waiting period (e.g.- short notice request for venue security), administration may offer the assignment by rotating seniority to any officer scheduled off-duty during the time of the assignment.

In the event no officer volunteers to cover extra duty detail(s), then officer(s) shall be assigned on a rotating basis. The rotation shall start with the least senior qualified officer. Any errors made in the distribution of extra duty details shall be corrected exclusively by preferential distribution of future opportunities. Should the employee decline or is not available for the next extra duty detail, the employee shall have first preference for the next following extra duty detail. Should the employee not be available for either of the makeup assignments, he/she shall be returned to the detail rotation list as provided in this Section.

The Chapter and the City agree that this procedure for offering and assigning Extra Duty Detail is specifically excluded from this Agreement's Grievance Arbitration Article VI.

Work on extra duty details shall be compensated at one and one-half the officers regular straight time hourly rate of pay; provided, however, such work shall be construed as work performed for the person or entity that requests it and not as work for the City and, as a result, such work shall not be counted as hours worked in determining an officer's eligibility for overtime pay. The Chapter acknowledges that all funds received as compensation for extra duty details come from the persons or entities that make arrangements with the City for the provision of the services performed on such extra duty details.

In all cases, an officer's first and primary responsibility is the proper, efficient discharge of his/her police duties and performance of extra duty will not be permitted to interfere with such duties.

Section 8.10. No Pyramiding. Compensation or compensatory time shall not be paid more than once for the same hours under any provision of this Article or Agreement. Officers may work on a Kelly Day for Extra Duty Details and scheduled overtime.

Section 8.11. Minimum Staffing. The City and the Union mutually understand and agree that protecting the health, safety, and welfare of the citizens of the City is of prime importance. To promote this important concern, the City shall maintain a minimum staffing level within the Department of 18 full-time sworn officers, including the Chief, the Commanders and any other sworn members of Police Management. The City, acting through the Police Chief, shall determine the appropriate staffing levels for each shift consistent with considerations of safety.

If minimum staffing falls below 18 full-time sworn officers, the City must hire new full-time sworn officers to reach the minimum staffing level of 18 for the Department within 120 days of falling below 18 sworn officers.

ARTICLE IX  
VACATIONS

Section 9.1. Eligibility and Allowances. All employees shall be eligible to use paid vacation after completion of their probationary period. Employees shall start to earn vacation time as of their date of hire. Vacation time shall be earned each pay period in which the employee is on the active payroll, based on the following schedule:

Length of Continuous Active Service	Hours Earned Per Year
1 to 5 years	80 hours
6 years to 10 years	120 hours
11 years	128 hours
12 years	136 hours
13 years	144 hours
14 years	152 hours
15 to 20 years	160 hours
21 years <del>and up to 24 years</del>	200 hours
<u>25 years and up</u>	<u>240 hours</u>

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee’s regular straight-time rate of pay in effect for the employee’s regular job classification during the period of time that the employee is on vacation.

Section 9.3. Scheduling. Vacation hours accrued at the end of each pay period are available for use by the covered employee. After satisfactory completion of the probationary period, new officers may schedule vacation accrued during the probationary period.

Vacations shall be scheduled one time per year by shift during November prior to the calendar year for which vacations are being selected. Each officers will submit a written request for either the officer’s full vacation (i.e., one block of consecutive days) or for two equal segments (i.e., two equal blocks of consecutive days). All vacation picks shall be made by seniority within shift. Should an officer opt to split his/her annual vacation into equal segments, said officer must indicate which segment is his/her “first split” choice. When all full and first split vacation requests have been determined, second split segments will be determined for all officers opting to split their vacation.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any one time is exclusively reserved by the City in order to insure the orderly performance of the police services provided by the City. Should an officer’s schedule be changed due to reassignment, any previously scheduled vacation

shall be honored by the department.

Section 9.4. Vacation Carryover. No more than 100 hours of vacation time may be carried over from one year to the next.

Section 9.5. Vacation Pay Upon Termination. Upon termination of employment, officers will be paid for accrued but unused vacation hours.

Section 9.6. City Emergency. In the case of an emergency, such as but not limited to riot, civil or natural disaster, presidential visit, extreme illness and the like, the Mayor, the City Administrator or the Police Chief or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any police officer from vacation in progress.

## ARTICLE X HOLIDAYS

Section 10.1. Holiday Compensation. In lieu of the holidays and personal days, officers shall be advanced at the start of the calendar year ninety-six (96) hours off without loss of pay for use during the calendar year (pro rata if employed for less than a full calendar year, i.e., the number of hours off shall be based on the number of City holidays (each equal to 8 hours) falling during the time so employed). Such days off shall be scheduled in accordance with existing policy as either additional vacation days and/or days off within a 14-day tour of duty. If an officer leaves the City's employ for any reason prior to the end of the calendar year and the officer has used more than the pro rata number of holiday hours, his/her final paycheck shall be adjusted accordingly.

In addition, effective after ratification of this Agreement by both parties, if an employee is assigned to work a shift that starts on Memorial Day, July 4, Labor Day, Thanksgiving, Christmas, or New Year's Day, as part of his regularly scheduled shift assignment and the employee works the full shift, the employee will receive six (6) hours of additional pay for working that shift; provided, however, if it is an eight (8) hour shift that is worked, the employee will receive four (4) hours of additional pay. If an employee is assigned to work the night shift that starts on the day before Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day, as part of his/her regularly scheduled shift assignment, and the employee works the full shift, the employee will receive three (3) hours of additional pay for working that shift.

Effective after ratification of this Agreement by both parties, if an employee is forced back to work a shift that starts on Memorial Day, July 4, Labor Day, Thanksgiving, Christmas, or New Year's Day, that officer will be paid at two and one-half (2.5) their straight base rate of pay.

Section 10.2. Buyback of Unused Holiday Hours. Up to sixty (60) hours of unused holiday hours may be carried over to the next year from the previous year and may be scheduled off as set forth in Article 10.1 or paid, at an employee's request, prior to November 1 of the following year at the straight-time hourly rate at which the employee originally earned the holiday hours. Any unused holiday hours carried over from the previous calendar year that are not converted into pay as provided herein or scheduled as time off during the current calendar year shall be forfeited. Any such payment will be issued on a separate check from the standard payroll.

ARTICLE XI  
INSURANCE

Section 11.1. Coverage. The City shall continue to make available to all covered employees and their dependents substantially similar group health insurance benefits and hospitalization insurance, group-dental benefits and life insurance coverage as those offered to non-union City employees. The City reserves the right to self-insure or utilize group insurance carriers, so long as any change in insurance carrier provides for benefits substantially similar to those in effect at the time of the execution of this Agreement.

In addition, covered officers shall continue to receive dental and vision coverage equal to that received during the term of the prior Agreement.

Section 11.2. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage, so long as the benefits provided to covered officers are not reduced or adversely affected. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 11.3. Terms of Insurance Policies to Govern. The extent of coverage under the both HMO and PPO insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 11.4. Cost of Medical and Dental Insurance. Commencing on the date of execution of this Agreement and effective until May 1, 2017, the City will contribute ninety percent (90%) of the designated premium cost of the participation in the City Plan (including HMO and PPO plans and dental plans), and the employee shall contribute ten percent (10%) of the cost for the programs selected. Commencing on the date of execution of this Agreement, employee contribution for participation in the City Plan shall not exceed the following:

HMO Single Coverage and Single Dental	\$ ___ per pay period
PPO Single Coverage and Single Dental	\$ ___ per pay period
HMO Family Coverage and Family Dental	\$ ___ per pay period
PPO Family Coverage and Family Dental	\$ ___ per pay period

Contribution increases shall not occur more than once per contract year, nor may said increase exceed ten percent (10%) of the prior year's contribution amount for any officer. Deductibles for bargaining unit members during the term of this Agreement shall not exceed \$500

per person or \$1,500 per family under the terms of any health plan provided pursuant to this Article.

The City reserves the right to reopen this Agreement to negotiate the terms of medical and dental insurance, including but not limited to the insurance deductibles, for the following reasons: (i) the premium cost of participation in the City Plan increases by 25% or more from the prior year's cost; or (ii) the City's revenue decreases by five hundred thousand dollars (\$500,000) or more in a fiscal year, provided the revenue decrease is the result of actions outside the control of the City. If either of the foregoing events or conditions occurs, the City has sixty (60) days to notify the other party in writing of its intent to reopen this Agreement to negotiate the terms of medical and dental insurance set forth in this Agreement. If the parties are unable to agree on modifications to the cost of medical and dental insurance, the dispute shall be submitted to interest arbitration in accordance with Appendix B.

Section 11.5. Flex Program. All members will have the right to participate in the City's 125 Flex Program.

Section 11.6. Life Insurance. The City will provide term life insurance coverage for affected officers in an amount equal to the officer's annual salary, with a maximum amount of \$50,000.00. Term life insurance coverage commences the first day of the calendar month following the employee's completion of thirty (30) days of service as a police officer.

ARTICLE XII  
SICK LEAVE

Section 12.1. Sick Leave. Each employee shall accrue paid sick leave at the rate of eight (8) hours for each full month that an employee is on the active payroll to a maximum accumulation of 1,920 hours.

Sick leave with pay may be used for:

- a. The bona fide illness or disability of the employee (including any pregnancy related disability).
- b. An illness in the employee's immediate family that requires the employee's presence. Immediate family for this purpose is defined as spouse, child, step child, parent, or in-law residing in the same residence with the employee.
- c. Medical appointments for the employee or the employee's child, but only if the Police Chief or designee has approved the request in writing on a Leave Request Card. If at all possible, medical appointments should be scheduled during non-working hours.

In a case of very serious or prolonged illness or for family leave, an employee who uses all accumulated sick leave shall use all accumulated vacation and holiday leave for sick leave purposes before being removed from full-pay status. The time on leave for a prolonged personal illness may not exceed six months, unless an exception is made by the City Administrator. Upon exhaustion of the above benefits, the employee will have the privilege to apply for disability pension benefits.

Sick leave is not considered a benefit that an employee may use at his or her discretion, but is a privilege allowed only to provide income security during the period of limited, bona fide illness. No employee is eligible to use paid sick leave for (1) personal injury incurred during paid, outside employment, and (2) for a work related injury when that injury is covered by Workers Compensation. All outside employment activity that is inconsistent with the purpose of the sick leave must be discontinued while on approved sick leave.

Section 12.2. Notification of Sick Leave Use. In the event an employee is unable to work due to illness, the employee must inform his/her supervisor prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. Employees will comply with such reporting rules as may be established by the Police Chief.

Section 12.3. Verification of Sick Leave. When an employee has used sick leave for three (3) consecutive days, as a condition of returning to work and receiving of paid sick leave benefits, the employee shall be required to submit appropriate documentation from either OMEGA or his/her attending physician. In addition, if the Police Chief or designee has reasonable suspicion that an officer may have abused this sick leave benefit, the Police Chief or designee may request documentation to support the reason for the absence. If the employee does not supply such

requested documentation or if the documentation that is provided is not deemed satisfactory by the Police Chief or designee, the request for sick leave shall be denied and the time shall be charged to leave without pay. The City retains the right to audit, monitor and/or investigate sick leave usage and, if the employee is suspected of abuse, to take corrective action, including such actions as requiring that the employee seek medical consultation, instituting sick leave verification calls and/or taking disciplinary action, including dismissal.

Section 12.4. Sick Leave Buy Back.

- (a) For employees who retire pursuant to the provisions of the Downstate Police Officers Pension Plan and who have more than 120 hours and less than 720 hours of unused sick leave at the time of said retirement, the City will provide such retiree with one month of continued coverage under the City medical insurance plan for each full 120 hours of unused sick leave at time of retirement.
- (b) Employees covered by this Agreement who retire from the service of the Prospect Heights Police Department with at least 20 years of service in the Department and who have accrued 720 or more hours sick time at the time of their retirement, may (1) utilize accrued sick leave for purposes of prolonging group health insurance coverage pursuant to paragraph (a); or (2) may sell back at 35% all sick hours in excess of 720 hours, at the employee’s rate of pay at the time of retirement; or (3) a combination of options (1) and (2). Employees covered by this Agreement who retire from the service of the Prospect Heights Police Department with at least 20 years of service in the Department and who have accrued 1400 or more hours sick time at the time of their retirement, may sell back at 40% all sick hours in excess of 1400 hours, at the employee’s rate of pay at the time of retirement. No officer may receive compensation more than one time for any sick leave bought back pursuant to this Section.
- (c) If the employee so elects, and if otherwise qualified pursuant to Internal Revenue Service rules and regulations meeting the criteria in Section (a) above, the affected employee sick leave buyback payments shall be deposited in a qualified medical savings plan in pre-tax dollars. The use of said funds shall be regulated by the plan, and any administrative costs shall be paid by the plan.
- (d) Effective January 1, 2018 and based on a calendar year, all will sell back 24 hours of sick leave annually which shall be deposited in a retiree health savings account pursuant to the following schedule:

<u>Sick Leave Taken</u>	<u>Sell Back Rate</u>
0 hours of sick leave taken	24 hours at 75% sell back
1 – 12 hours of sick leave taken	24 hours at 60% sell back
13 – 24 hours of sick leave taken	24 hours at 40 % sell back
25 or more hours of sick leave taken	24 hours at 35% sell back

Employees who do not have 24 hours of accumulated sick leave at the end of the calendar year will have those hours deducted from the next year’s sick leave hours.

If an employee separates employment from the City for any reason prior to accruing 24 hours of sick leave, any outstanding hours will be deducted from the employee's final paycheck. In such case, the employee agrees to execute any necessary paperwork in order for the City to make such deduction. (Example: At the end of calendar year 2018, employee does not have any accumulated sick leave. The City shall deduct 24 hours from the employee's 2019 sick leave hours and deposit those hours in the retiree health savings account. Employee separates from the City on January 30, 2019 having only accrued 8 sick leave hours for 2019. The City shall deduct 16 hours from the employee's final paycheck.)

Section 12.5 Safety Days. Each May 1st, each employee shall accrue and be entitled to use, 8 hours of paid time off per year, and with no reduction from an employee's accumulated benefit time. Safety days shall not be permitted to be carried over from year to year. A Safety Day must be used or it is considered forfeited.

ARTICLE XIII  
OTHER LEAVES OF ABSENCE

Section 13.1. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work.

An employee shall immediately notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. To be compensated by the City for performing jury duty, an employee must sign over to the City any check received for performance of such jury duty.

Section 13.2. Funeral Leave. In the event of a death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three (3) days off with pay per fiscal year to attend the funeral. For this purpose, immediate family consists of the employee's/spouse's mother, father, sister, brother, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother and stepchild. The City retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 13.3. Military Service. Any employee who is summoned to service in the armed forces of the United States is considered as being on unpaid leave of absence for the period coinciding with the duration of the service. In all respects, the City shall handle such military leaves in accordance with applicable law.

Section 13.4. Discretionary Leaves. The City, in its discretion, may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The City shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. All requests for such leave must be submitted in writing by the employee via his/her department head to the City Administrator. Such leave will be granted only when it will not adversely affect departmental operations and is not detrimental to the best interests of the City.

Section 13.5. Benefits While on Leave. Unless otherwise stated in this Article or otherwise required by law, seniority shall not accrue for an employee who is on an approved non-pay leave status (excluding disciplinary suspensions of less than 30 days). Accumulated seniority shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon the employee's return, the City will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of

premium previously paid by the City.

Section 13.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 13.7. Family and Medical Leave Act. The City agrees to abide by the provisions of the Family and Medical Leave Act of 1993, but the enforcement of this provision shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree that the City may take any steps needed to implement and comply with the Act and the rules and regulations issued thereunder.

Section 13.8. Witness Leave. Covered officers shall be granted paid leave for any period of time the officer is required to be away from work to attend depositions, civil court proceedings, or attorney interviews arising out of the officer's employment with the City (excluding proceedings initiated by the Chapter or the Union). Officers will be compensated at their straight time hourly rate of pay for all such off-duty hours. The officer shall be reimbursed for travel time, as well as for transportation based upon IRS regulations. Officers shall also be reimbursed for parking fees. Affected officers must forward any witness fees to the City as a condition of receiving compensation pursuant to this Section.

ARTICLE XIV  
SENIORITY

Section 14.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service in rank with the City since the officer's last date of hire as a peace officer in rank. Seniority shall not include periods of unpaid leave time (with the exception of unpaid disciplinary suspensions of less than 30 days).

Section 14.2. Layoffs. Layoffs, for reason of lack of work or reduction of the work force, shall be made in the inverse order of job classification seniority. All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force. The City shall provide, whenever possible, at least ninety (90) days notice of layoffs.

Section 14.3. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the City shall provide that training at the City's expense. Seniority will be reinstated in accordance with if an employee returns to work when recalled from a layoff as provided herein.

Section 14.4. Posting of Seniority List. The City agrees to post annually a list covering the names of officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Chapter's receipt of the list.

Section 14.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);

- (d) fails to report to work at the conclusion of an authorized leave or vacation;
- (e) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (f) is laid off for a period in excess of two (2) years;
- (g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Prospect Heights Board of Fire and Police Commissioners.

ARTICLE XV  
DRUG TESTING

Section 15.1. Drug Testing. Employees covered by this Agreement shall continue to be covered by the Department's drug testing policy codified in General Order No. 1012.

ARTICLE XVI  
WAGES

Section 16.1. Wage Schedule. Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix A. All retroactive benefits shall be paid within two (2) weeks of approval by the City Council.

Section 16.2. Longevity. In addition to regular compensation and in recognition of continued service to the City, employees are eligible for longevity pay, as set forth below:

<u>Years of Service</u>	<u>Longevity Pay</u>
After completion of 5 years and through 9 years	\$ 275
10 years through completion of 14 years	\$ 550
15 years through completion of 19 years	\$ 825
20 years through completion of 24 years	\$1,100
25 years and more	\$2,200

Longevity shall be paid in one lump sum amount on or about November 1 of each year, and years of service shall be calculated as of October 31 of the year in which the longevity pay is being paid. Longevity payments shall be issued on a separate check from the standard payroll.

Section 16.3. Corporal Pay. If bargaining unit members are assigned to the position of Corporal, they shall receive an additional flat stipend of \$4,000 ~~\$3,000~~ per fiscal year, paid out over the 26 bi-weekly pay periods, as compensation (pro rata if assigned as Corporal for less than a full fiscal year).

Section 16.4. Field Training Officer Pay. If bargaining unit members are assigned to the position of Field Training Officer, or are assigned to train an officer in the field training program, said members shall receive two (2 +) hours of compensation at the affected officer's straight time rate of pay for every day that they are assigned and working as a Field Training Officer. Affected officers may opt to receive compensatory time or compensation for such duties.

Section 16.5. Specialty Pay. Covered officers assigned to specialty assignments, (not to include detective assignments of less than 120 days duration), shall receive additional annual compensation as set forth below:

Detective	<u>\$4,000</u> <del>\$3,000</del>
Bilingual Translator	<u>\$1,000</u> <del>600</del>

| Accident Investigator      ~~\$1,000-600~~

No officer is entitled to receive premium compensation for more than one (1) specialty assignment at one time.

Section 16.6. Officer in Charge. If bargaining unit members are assigned to the position of Officer in Charge, they shall receive a \$4.00 per hour stipend while performing the duties of Officer in Charge.

ARTICLE XVII  
UNIFORM AND EXPENSE REIMBURSEMENT

Section 17.1. Quartermaster System. The City shall provide at its own expense newly hired officers with their initial issue of uniform and equipment items at no cost. The quartermaster system in effect immediately prior to the effective date of this Agreement shall continue in effect during the term of this Agreement. In accordance with existing practice, approximately ~~\$600~~ \$1,000 per officer shall be budgeted each fiscal year for the purchase and/or replacement of uniform or equipment items through vendor(s) selected by the City. Officers are responsible for cleaning and maintenance of their uniforms and shall maintain a professional appearance at all times.

Section 17.2. Reimbursement for Destruction of Personal Property. The City shall reimburse officers for the reasonable cost (up to \$200) of replacement of personal property required to be carried on duty (i.e., eyeglasses, contact lenses or watches) that are destroyed or damaged in the line of duty that are not covered by the City's insurance plan (up to a maximum of \$50 for watches). "Personal property" shall not include jewelry, personal cell phones or personal pagers. Should an affected officer receive restitution for destroyed personal property via court proceedings, the officer shall provide return reimbursed amounts to the City.

Section 17.3. Reimbursement for Expenses. When an employee has to utilize his/her personal vehicle on City business, the employee shall be reimbursed at the IRS standard mileage rate for the shorter of the distance between the employee's residence and the destination or between the police station and the destination. Employees shall receive ten dollars per day (\$10.00/day) for meal expenses for all training of one (1) or more days that does not require any overnight stay. When employees are required to be out of town overnight for training or City business, they shall be reimbursed for all reasonable meal and lodging expenses that have been approved by the City in advance.

In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall provide the City with written receipts for meals and lodging and an expense report for the mileage.

Section 17.4. Tuition Reimbursement for Mandatory Training. Officers shall be reimbursed at 100% of the cost for tuition for mandatory training that has been approved by the Police Chief or designee in advance.

Section 17.5. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the City shall, upon prior request from a nonprobationary employee and approval, provide reimbursement for costs for tuition, course fees, and books for an employee taking undergraduate or graduate courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be job-related or be a necessary credit towards a job related degree.
2. The employee must obtain the approval of the Chief of Police prior to January 1 for any courses to be taken in the following fiscal year.

3. The course must be completed and the employee must receive a grade of at least:
  - (a) C in an alphabetical system.
  - (b) 70 out of 100 in a numeric system.
  - (c) Pass in pass/fail system.
4. The employee must still be actively employed at the time of completion of the course.
5. Tuition reimbursement shall be at 50% of the cost of tuition, provided that said reimbursement shall not exceed an average of 50% of the tuition at Northern Illinois University (Hoffman Estates campus), University of Illinois (Chicago campus), and Northeastern Illinois University (Chicago campus).
6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.
7. If an employee voluntarily leaves the City within two (2) years of the reimbursement, the employee must pay back the City for the reimbursement.

ARTICLE XVIII  
MISCELLANEOUS PROVISIONS

Section 18.1. Ratification and Amendment. This Agreement shall become effective when ratified by the City Council and the Chapter and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 18.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally.

Section 18.3. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 18.4. Solicitation. While the City of Prospect Heights acknowledges that bargaining unit employees may be conducting solicitation of merchants, residents or citizens, the bargaining unit members covered by this Agreement agree that none of them will solicit any person or entity for contributions on behalf of the Prospect Heights Police Department or the City of Prospect Heights.

Bargaining unit members agree that the City name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Prospect Heights Police Department" in their name or describe themselves as the "City of Prospect Heights." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the City.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

Each Party hereto agrees that they will comply with all applicable laws regarding solicitation; provided, however, this paragraph shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 18.5. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix B and incorporated herein by reference.

Section 18.6. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction,

and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 18.7. Fitness for Duty. If the City has a reasonable belief that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the City may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the City. The employee may, under such circumstances, present a certification of fitness from his/her own physician and/or psychologist to the physician and/or psychologist selected by the City for his/her consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave.

Section 18.8. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Off-duty employment is subject to (1) the prior written approval of the Chief of Police or the Chief's designee, and (2) such requirements as may be set forth by general order or rules and regulations.

Section 18.9. In-Service Training.

The following shall apply to in-service training for covered police officers:

1. All training days are eight-hour days.
2. The officer will utilize, whenever possible, a City vehicle for travel to and from the training location. If an employee wants to use his/her own vehicle to attend, he/she must have advanced authorization from the Chief of Police or his designee and the officer shall be reimbursed for mileage pursuant to IRS standards.
3. Officers shall be compensated for travel time to training as follows:

a.	over 10 miles but less than 20 miles	½ hour each way
b.	20 miles but less than 30 miles	1 hour each way
c.	30 miles or more	1 ½ hour each way

Travel time shall be calculated from the Police Center, not from officers' private homes.

4. If an officer attends training and for the 14 day work week his/her total work hours

is less than 80 hours then any overtime that is worked will be paid at the regular hourly rate until the 80 hour work period is satisfied. If no overtime is earned in that 2 week period, then the officer may elect to work extra hours or submit a slip for time-due to compensate for the shortage. Any hours over 80 will be paid at his/her overtime rate (extra duty detail excluded).

5. Those assigned to special training for specialized units such as EST, Field Force, etc., the above does not apply. Training days for those assigned to NIPAS shall be twelve (12) hours. Travel time compensation shall not apply for those assigned to NIPAS. However, those assigned to NIPAS shall be entitled to personal vehicle use reimbursement as provided herein.
6. Those assigned to training that requires an overnight stay will be reimbursed for mileage, if their personal vehicle is authorized for use. Reasonable meal and lodging expenses, which have been approved by the City in advance, will also be reimbursed.

ARTICLE XIX  
STATUTORY RIGHTS

Section 19.1. Bill of Rights. The City acknowledges its obligations under the “Uniform Police Officer’s Disciplinary Act”, 50 ILCS 725/1 - 725/7 as amended, relative to actions taken by the City that are subject to said law.

The City further acknowledges that employees have rights to review their respective personnel files pursuant to the “Personnel Records Review Act”, 820 ILCS 40/1 - 40/13 as amended.

The sole remedy for any violation of the foregoing rights shall be to require that the procedure or access be followed or granted in line with legal requirements. In no case shall a violation of any of the foregoing serve to excuse employee misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

Section 19.2. Non-Discrimination. The City and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, disability and union activities or non-union activities.

The parties agree that an alleged violation of this section may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the City and the Chapter. The parties agree that the failure to resolve alleged violations via the grievance procedure shall not be construed as a waiver of whatever rights the employee may have to initiate applicable statutory proceedings with respect to said alleged violations.

ARTICLE XX  
SAVINGS CLAUSE

Section 20.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXI  
ENTIRE AGREEMENT

Section 21.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. ~~If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II.~~ Legitimate past practices not addressed in this agreement may not be changed by the Employer without notice to the Union and an opportunity to request bargaining. The *status quo* shall be maintained until the parties reach agreement, or an interest arbitration award is issued, unless the Union waives bargaining. Legitimate past practices are defined as long-standing, frequent practices that are accepted and known about by both the Union and the Employer. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Accordingly, the City and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XXII  
DURATION AND TERMINATION

Section 22.1. Termination in 2029 5. This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2029 5. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 4, after receipt of official approval by the Mayor and City Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF POLICE,  
PROSPECT HEIGHTS POLICE CHAPTER  
252

THE CITY OF PROSPECT HEIGHTS

By \_\_\_\_\_  
President, MAP, Prospect Heights  
Police Chapter 252

By \_\_\_\_\_

By \_\_\_\_\_  
Keith George, President

By \_\_\_\_\_

APPENDIX A  
WAGE SCHEDULES

\*Wages shall be retroactive to May 1, 2025 (if necessary)†-

~~May 1, 2021 2.75%~~

~~May 1, 2022 2.25%~~

~~May 1, 2023 2.25%~~

~~May 1, 2024 2.25%~~

<del>Years of Service</del>	<del>5/1/21 through 4/30/22</del>	<del>5/1/22 through 4/30/23</del>	<del>5/1/23 through 4/30/24</del>	<del>5/1/24 Through 4/30/25</del>	
<del>START</del>	<del>\$69,133</del>	<del>\$70,689</del>	<del>\$72,279</del>	<del>\$73,905</del>	<del>73,905</del>
<del>1 YEAR</del>	<del>\$73,963</del>	<del>\$75,627</del>	<del>\$77,329</del>	<del>\$79,069</del>	<del>79,069</del>
<del>2 YEARS</del>	<del>\$76,509</del>	<del>\$78,231</del>	<del>\$79,991</del>	<del>\$81,790</del>	<del>83,022</del>
<del>3 YEARS</del>	<del>\$81,861</del>	<del>\$83,703</del>	<del>\$85,586</del>	<del>\$87,512</del>	<del>88,003</del>
<del>4 YEARS</del>	<del>\$87,804</del>	<del>\$89,780</del>	<del>\$91,800</del>	<del>\$93,865</del>	<del>94,163</del>
<del>5 YEARS</del>	<del>\$93,743</del>	<del>\$95,852</del>	<del>\$98,009</del>	<del>\$100,214</del>	<del>100,519</del>
<del>6 YEARS</del>	<del>\$100,324</del>	<del>\$102,581</del>	<del>\$104,889</del>	<del>\$107,249</del>	<del>107,555</del>

<u>Years of Service</u>	<u>4/30/25 11:59 pm</u>	<u>5/1/25 (3.5%)</u>	<u>5/1/26 (3.5%)</u>	<u>5/1/27 (3.5%)</u>	<u>5/1/28 (3.5%)</u>
<u>START</u>	<u>75,000</u>	<u>77,625</u>	<u>80,342</u>	<u>83,154</u>	<u>86,064</u>
<u>1 YEAR</u>	<u>79,875</u>	<u>82,671</u>	<u>85,564</u>	<u>88,559</u>	<u>91,658</u>
<u>2 YEARS</u>	<u>85,067</u>	<u>88,044</u>	<u>91,126</u>	<u>94,315</u>	<u>97,616</u>
<u>3 YEARS</u>	<u>90,596</u>	<u>93,767</u>	<u>97,049</u>	<u>100,445</u>	<u>103,961</u>
<u>4 YEARS</u>	<u>96,485</u>	<u>99,862</u>	<u>103,357</u>	<u>106,975</u>	<u>110,719</u>
<u>5 YEARS</u>	<u>102,756</u>	<u>106,352</u>	<u>110,075</u>	<u>113,927</u>	<u>117,915</u>
<u>6 YEARS</u>	<u>109,436</u>	<u>113,266</u>	<u>117,231</u>	<u>121,334</u>	<u>125,580</u>

Upon completion of Academy and FTO, an officer will advance to Step 1. An officer will advance to Step 2 on their second anniversary (2 years from date of swearing in).

APPENDIX B  
ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three-member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure specified in Section 6.3 of the Collective Bargaining Agreement.
3. As soon as practicable after the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date -when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.

APPENDIX C  
SIDE LETTER OF AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #252 AND THE CITY OF PROSPECT HEIGHTS

Notwithstanding any other provision of this collective bargaining agreement or any previous side letter between the parties, the Metropolitan Alliance of Police, Chapter #252 and the City of Prospect Heights do enter in to this side agreement as follows:

- 1) The Successor Agreements entered into by the Parties for the period of May 1, 2009 through 2013 are incorporated herein by reference. This Side Letter is also specifically incorporated into and made part of the Successor Agreements, and will not expire automatically upon termination of the Successor Agreements.
- 2) The number of Patrol officers on each day shift shall be 3, the number of Patrol officers on each night shift shall be 3.
- 3) The City shall be allowed the use of up to 5 part-time officers for a maximum total of 120 hours per week.
- 4) The 2 additional part-time officers (#4 and #5) shall be used, primarily for night and weekend shifts.
- 5) The 5 part-time officers shall be used for any other shifts for the following purposes:
  - a. To fill in shifts when bargaining unit members are off for injury purposes.
  - b. To fill in shifts when bargaining unit members are off for benefit time purposes (i.e. sick, vacation, compensatory, etc.)
- 6) The part-time officers shall not be used for special details, or specialty positions. Forced hirebacks and unscheduled overtime shall be offered first to full-time Officers. Part-time officers may be used for those purposes, as hours permit, once such forced hirebacks and unscheduled overtime have been offered to full-time Officers.
- 7) Should the City conduct any layoffs of full-time officers, full-time officers may bump part-time officers from the part-time positions according to seniority. Any Laid Off Officer who accepts a part-time position with the City shall be offered any full-time opening, in accordance with the seniority and recall provisions of the Successor Agreements, prior to the City hiring any new police officers to fill full-time positions.
- 8) The City shall continue the 12-hour shift for bargaining unit members assigned to patrol duties with the exception of those officers assigned to investigative, administrative and special assignments.
- 9) All other terms and conditions of the Successor Agreements shall remain in effect for the duration of this Side Letter except as modified herein.

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City of Prospect Heights

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M.A.P Chapter 252

Date: \_\_\_\_\_



**APPENDIX D**

**SIDE LETTER**

This SIDE LETTER is entered into by and between the City of Prospect Heights (hereinafter "Employer") and the Metropolitan Alliance of Police, Prospect Heights Police Chapter #252 (hereinafter "Union"), on the \_\_\_\_\_ day of June, 2019.

This SIDE LETTER supplements the Collective Bargaining Agreement between the Employer and the Union dated May 1, 2017 through April 30, 2021 (the "CBA"). Upon the signing of this Memorandum, the parties' contract shall incorporate the following:

1. Involuntary Testing Following Officer Involved Shooting

Pursuant to 50 ILCS 727/1-25, in any "officer involved shooting" ("OIS") an officer shall be subject to drug and alcohol testing prior to the end of his or her shift, which shall be conducted in accordance with the Department Policy in effect on the day of this Agreement. For purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm during an incident resulting in injury or death to a person or persons. The term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. For the purposes of this Section, the parties agree that a drug or alcohol test may involve breath or urine samples. If the City compels a blood test, it must obtain an appropriate warrant.

2. All other terms and conditions of the Collective Bargaining Agreement shall remain in effect for the duration of this Side Letter and the Collective Bargaining Agreement.

**CITY OF PROSPECT HEIGHTS**

**METROPOLITAN ALLIANCE OF  
POLICE, PROSPECT HEIGHTS  
POLICE CHAPTER #252**

By: \_\_\_\_\_  
**Joe Wade**  
**City Administrator**

By: \_\_\_\_\_  
**President, MAP, Prospect Heights**  
**Police Chapter #252**

**SIDE LETTER**

This SIDE LETTER is entered into by and between the City of Prospect Heights (hereinafter "Employer") and the Metropolitan Alliance of Police, Prospect Heights Police Sergeants Chapter #253 (hereinafter "Union"), on the \_\_\_\_\_ day of July, 2019.

This SIDE LETTER supplements the Collective Bargaining Agreement between the Employer and the Union dated May 1, 2017 through April 30, 2021 (the "CBA"). Upon the signing of this Memorandum, the parties' contract shall incorporate the following:

1. Involuntary Testing Following Officer Involved Shooting

Pursuant to 50 ILCS 727/1-25, in any "officer involved shooting" ("OIS") an officer shall be subject to drug and alcohol testing prior to the end of his or her shift, which shall be conducted in accordance with the Department Policy in effect on the day of this Agreement. For purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm during an incident resulting in injury or death to a person or persons. The term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. For the purposes of this Section, the parties agree that a drug or alcohol test may involve breath or urine samples. If the City compels a blood test, it must obtain an appropriate warrant.

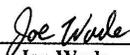
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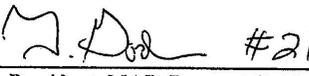
2. All other terms and conditions of the Collective Bargaining Agreement shall remain in effect for the duration of this Side Letter and the Collective Bargaining Agreement.

**CITY OF PROSPECT HEIGHTS**

**METROPOLITAN ALLIANCE OF  
POLICE, PROSPECT HEIGHTS  
POLICE SERGEANTS CHAPTER #253**

By:   
President M.A.P.

By:   
Joe Wade  
City Administrator

By:  #21  
President, MAP, Prospect Heights  
Police Sergeants Chapter #253

48632832:1



# 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](http://www.prospect-heights.il.us)

## MEMORANDUM

Date: April 2, 2025  
 To: Mayor Ludvigsen and City Council  
 Cc: Joe Wade, City Administrator  
 From: Daniel A. Peterson, Director of Building & Development  
 Subject: Plat of Dedication of Plaza Drive

**ISSUE:** Acceptance of donations of real property located on Plaza Drive and approval of the Plat of Dedication for Plaza Drive.

**BACKGROUND:** In 2018 the city discovered that Plaza Drive was placed on eight separate private parcels and the city owned a portion of Plaza Dr. Due to the deteriorated conditions and safety hazards of Plaza Drive the city agreed to accept the road as city street. Staff worked with the eight property owners whose property Plaza Drive was placed on. On December 10, 2018, the city council voted unanimously to authorize the execution of contracts to accept the donation of real property located on Plaza Drive.

At the same time financial agreements were made with the Country Pines Homeowner's Association (CPHOA) for a cost share of the reconstruction of Plaza Drive to city standards. Resolution R-19-36 authorized the reconstruction and Plaza Drive was reconstructed in 2019.

During the next four years staff obtained all the necessary construction easements, donation agreements and Quit Claim Deeds. The Quit Claim and Trustee's deeds transferring the property have been recorded by the city attorney. The final step is the acceptance and approval of the Plat of Dedication by the city council.

**RECOMMENDATION:** Acceptance and approval of the donations of real property and Plat of Dedication of Plaza Drive, the final action in completing this project.

**Resolution No. R-25-23**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DONATION OF REAL PROPERTY LOCATED ON PLAZA DRIVE AND APPROVING A PLAT OF DEDICATION PLAZA DRIVE**

**WHEREAS**, the City of Prospect Heights, Cook County (the “City”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

**WHEREAS**, the City desires to accept the donation of portions of nine separate parcels, commonly known as 821 Piper Lane, 841 Piper Lane, 861 Piper Lane, 874 Piper Lane, 884 Piper Lane, 888 Piper Lane, 890 Piper Lane, 898 Piper Lane, and 604 Milwaukee Ave located in Prospect Heights, Illinois, from the owners of the respective properties; and

**WHEREAS**, the donation area of each property contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive, as shown in Exhibit A; and

**WHEREAS**, the City and the donors have set forth the terms of the donations as described in the Donation Agreements attached hereto as Exhibit B - J; and

**WHEREAS**, it is in the best interest of the City of Prospect Heights for the Mayor or his designee to execute the Donation Agreements for the acceptance of the property from the donors as set forth in the agreements attached hereto;

**Whereas**, the Country Pines Homeowner’s Association on behalf of the owners contributed financially to the reconstruction of Plaza Drive; and

**Whereas**, The City engineer designed, reviewed and approved the reconstruction of Plaza Drive to meet City standards as approved by the City Council.

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

**SECTION 1:** The above recitals are hereby incorporated into this Resolution as if set forth verbatim.

**SECTION 2:** The City Council accepts the donations of property attached hereto

as Exhibits B – J, subject to review by the city attorney.

**Section 3:** The City Council of the City of Prospect Heights approves and accepts the Plat of Dedication attached hereto as Exhibit A.

**Section 4:** That this resolution and all Exhibits attached hereto shall be recorded at the Cook County Recorder of Deeds.

Passed and approved this 15<sup>th</sup> day of April 2025.

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Patrick Ludvigsen, Mayor

Attest:

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Joanna Prisiajniouk. City Clerk

Ayes:

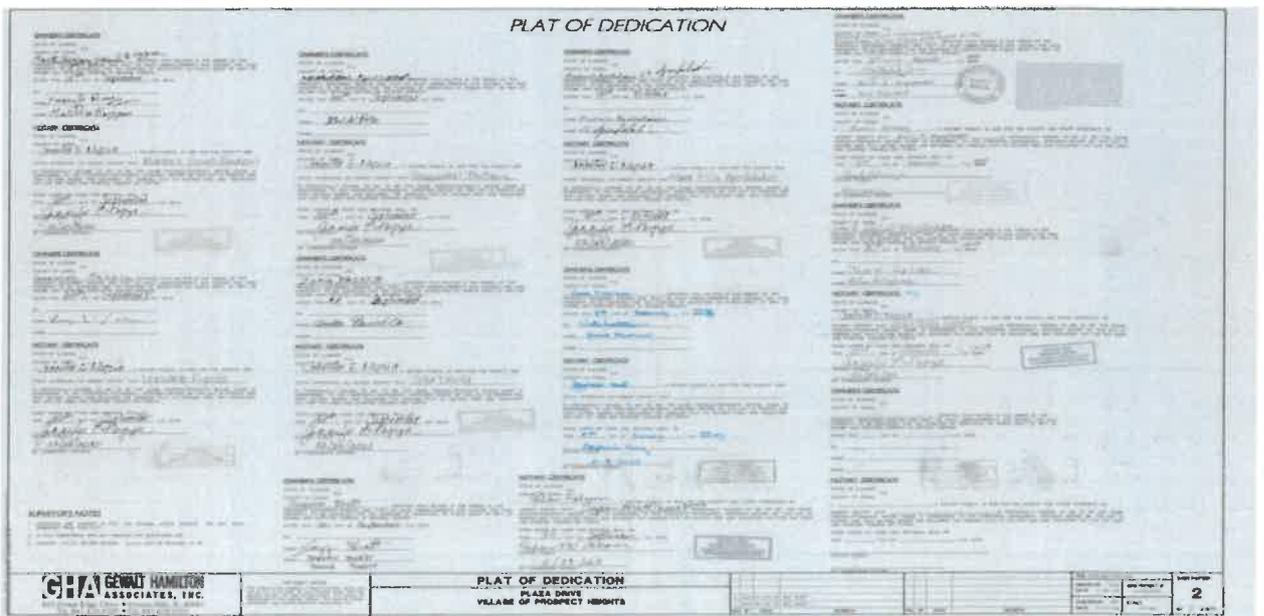
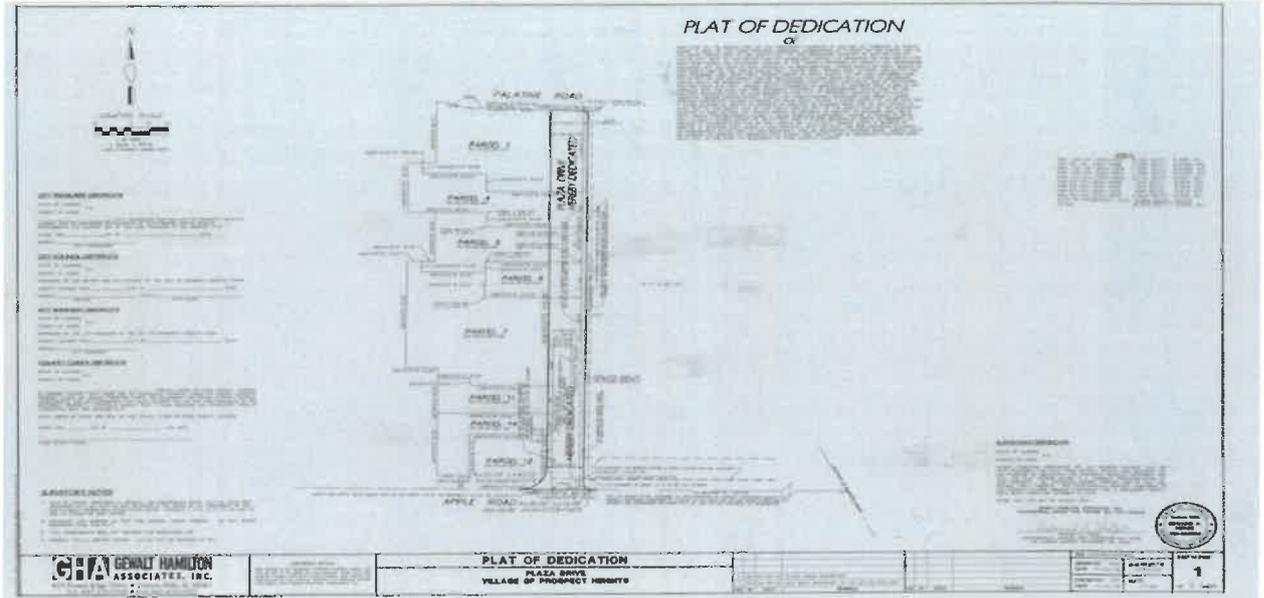
Nays:

Absent:

**Exhibit A**

Plat of Dedication Prepared by GEWALT HAMILTON ASSOCIATES, INC.

Dated: 07-24-19



**Exhibit B**

**821 Piper Lane**

- 1. Land Donation Agreement**
- 2. Quit Claim Deed – Recorded**

**DONATION AGREEMENT**  
**821 PIPER LANE**

THIS DONATION AGREEMENT (the “**Agreement**”) is made as of this 10th day of December, 2018 (the “**Effective Date**”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “**City**”), and KTPS LLC – Series IV, an Illinois series limited liability company (the “**Donor**”). The City and the Donor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 821 Piper Lane, Prospect Heights, IL 60070 (the “**Property**”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the “**Donation Area**”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC who owns 874 Piper Lane, Prospect Heights, IL 60070; Vasilios S Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “**Pledge Owners**”, and collectively the aforementioned agreements are referred to hereinafter as the “**Pledge Contracts**”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with One Thousand Dollars (\$1,000.00)

(the "Donor Donation") which sum shall be placed with the City and used to resurface and improve Plaza Drive. The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the "Closing") of the contemplated donation shall take place at Chicago Title Insurance Company (the "Title Company") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "Title Commitment"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "Plat").

5. **CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized quit claim deed ("Deed") as set forth on Exhibit C;
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant, to the best of Donor's knowledge, to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

- e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
8 North Elmhurst Road  
Prospect Heights, IL 60070  
Attn: City Administrator  
Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
223 South Wacker Drive, 22nd Floor  
Chicago, IL 60606  
Attn: Kevin Kearney  
Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

To Donor: KALAPURAKAL PHILLIPPOSE  
5322 Washington St.  
SKOKIE, IL 60077  
Email: [kphillippose@yahoo.com](mailto:kphillippose@yahoo.com)

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area
Exhibit C	Quit Claim Deed

13. **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS.**

- a. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- f. **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

- h. **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- i. **Prohibited Person.** As used in this Agreement, the term “Prohibited Person” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

**KTPS LLC – Series IV**  
an Illinois series limited liability company

By: Joe Wade  
Joe Wade, City Administrator

By: RM 'S' PSC  
Its: OWNER

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE EAST 90.0 FEET OF THE NORTH 30.0 FEET OF THE SOUTH 107.50 FEET AND THE WEST 35.0 FEET OF THE EAST 125.0 FEET OF THE NORTH 87.50 FEET OF THE SOUTH 107.50 FEET AND THE WEST 85.0 FEET OF THE EAST 385.0 FEET OF THE SOUTH 55.0 FEET AND THE WEST 15.0 FEET OF THE EAST 385.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 70.0 FEET; ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, IN COOK COUNTY, ILLINOIS

**PINS:** 03-24-200-099-0000

**COMMONLY KNOWN AS:** 821 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

**LEGAL DESCRIPTION:** THE EAST 5.30 FEET OF THE NORTH 30.0 FEET OF THE SOUTH 107.50 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY



*(Reserved for Recorder's Use Only)*

**QUIT CLAIM DEED**

**THE GRANTOR**, KTPS LLC – Series IV, an Illinois series limited liability company, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 5.30 FEET OF THE NORTH 30.0 FEET OF THE SOUTH 107.50 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN:** 03-24-200-099-0000  
**COMMONLY KNOWN AS:** Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

Kevin Kearney, City Attorney



Doc#. 2227916128 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/06/2022 04:03 PM Pg: 1 of 4

Dec ID 20221001657350

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY

*(Reserved for Recorder's Use Only)*

### **QUIT CLAIM DEED**

**THE GRANTOR, KTPS LLC – Series IV, an Illinois series limited liability company, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:**

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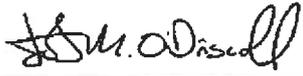
**PART OF PIN:** 03-24-200-099-0000

**COMMONLY KNOWN AS:** 821 Piper Lane Drive, Prospect Heights, IL 60070

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.



---

John M. O'Driscoll, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

**KTPS LLC – SERIES IV,**  
An Illinois series limited liability company

By: Phillippos  
Its: OWNER

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kalapurakal Phillippos, the Owner of KTPS LLC – Series IV, an Illinois series limited liability company, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she signed this instrument as his/her free and voluntary act and as the free and voluntary act of KTPS LLC – Series IV.

Given under my hand and official seal as of date and year first written above



Jennifer E Myzla  
Notary Public

Commission expires: 2/23/2020

**SEND SUBSEQUENT TAX BILLS TO:**

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

### STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

October 6, 2022

Dated

Signature Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID \_\_\_\_\_ Agent \_\_\_\_\_ THIS

6th DAY OF October 2022

Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

October 6, 2022

Dated

Signature Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID \_\_\_\_\_ Agent \_\_\_\_\_ THIS

6th DAY OF October 2022

Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses. [Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

**Exhibit C**

**841 Piper Lane**

- 1. Land Donation Agreement**
- 2. Trustee's Deed - Recorded**

**DONATION AGREEMENT**  
**841 PIPER LANE**

THIS DONATION AGREEMENT (the “**Agreement**”) is made as of this 10th day of December, 2018 (the “**Effective Date**”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “**City**”), and Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 (the “**Donor**”). The City and the Donor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 841 Piper Lane, Prospect Heights, IL 60070 (the “**Property**”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the “**Donation Area**”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC who owns 874 Piper Lane, Prospect Heights, IL 60070; Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “**Pledge Owners**”, and collectively the aforementioned agreements are referred to hereinafter as the “**Pledge Contracts**”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with One Thousand Three Hundred

Dollars (\$1,300.00) (the "**Donor Donation**") which sum shall be placed with the City and used to resurface and improve Plaza Drive. The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

5. **CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant, to the best of Donor's knowledge, to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

- e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
8 North Elmhurst Road  
Prospect Heights, IL 60070  
Attn: City Administrator  
Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
223 South Wacker Drive, 22nd Floor  
Chicago, IL 60606  
Attn: Kevin Kearney  
Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

To Donor:

*Leah Douglas  
167 Whispering Pines Dr  
Johnsburg, IL 60051*

Email: \_\_\_\_\_

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS**. The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area
Exhibit C	Quit Claim Deed

13. **BROKERAGE**. Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS**.

- a. **Time is of the Essence**. The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation**. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings**. The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural**. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation**. The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- f. **Savings Clause**. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

- h. **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- i. **Prohibited Person.** As used in this Agreement, the term “Prohibited Person” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

**COMMUNITY SAVINGS BANK, TRUSTEE  
FOR TRUST #LT-299**

By: Joe Wade  
Joe Wade, City Administrator

By: [Signature]  
Its: TRUSTEE

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE EAST 90.0 FEET OF THE NORTH 40.0 FEET OF THE SOUTH 147.50 FEET AND THE WEST 35.0 FEET OF THE EAST 125.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 157.50 FEET AND THE WEST 15.0 FEET OF THE EAST 230.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 85.0 FEET AND THE WEST 85.0 FEET OF THE EAST 300.0 FEET OF THE NORTH 55.0 FEET OF THE SOUTH 140.0 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD

**PINS:** 03-24-200-098-0000

**COMMONLY KNOWN AS:** 841 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

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\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY



*(Reserved for Recorder's Use Only)*

**TRUSTEE'S QUIT CLAIM DEED**

**THE GRANTOR**, Community Savings Bank as Trustee under Trust #LT-299, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 5.30 FEET OF THE NORTH 40.0 FEET OF THE SOUTH 147.50 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN:** 03-24-200-098-0000  
**COMMONLY KNOWN AS:** Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

Kevin Kearney, City Attorney

---

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

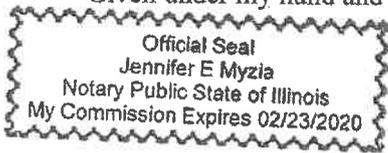
**COMMUNITY SAVINGS BANK, TRUSTEE FOR TRUST #LT-299**

By: Zofia Drwila  
Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Zofia Drwila, the Trustee of Community Savings Bank, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she/it signed this instrument as he/she/its free and voluntary act.

Given under my hand and official seal as of date and year first written above



Jennifer E Myzia  
Notary Public

Commission expires: 02/23/2020

**SEND SUBSEQUENT TAX BILLS TO:**

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

4816-9458-5464, v. 1

Doc#. 2227708191 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/04/2022 04:10 PM Pg: 1 of 3

Dec ID 20221001657155

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY

*(Reserved for Recorder's Use Only)*

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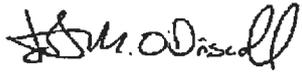
**PART OF PIN:** 03-24-200-098-0000

**COMMONLY KNOWN AS:** 841 Piper Lane, Prospect Heights, IL 60070

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.



---

John M. O'Driscoll, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

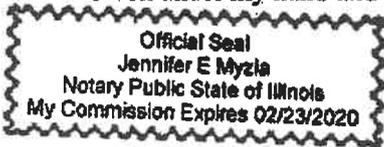
**COMMUNITY SAVINGS BANK, TRUSTEE FOR TRUST #LT-299**

By: *Zofia Drwila*  
Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Zofia Drwila*, the *Trustee* of Community Savings Bank, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she/it signed this instrument as he/she/its free and voluntary act.

Given under my hand and official seal as of date and year first written above



*Jennifer E Myzla*  
Notary Public

Commission expires: *02/23/2020*

**SEND SUBSEQUENT TAX BILLS TO:**

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

4816-9458-5464, v. 1

**Exhibit D**

**661 Piper Lane**

- 1. 861 Piper Lane – Signed Donation Agreement**
- 2. 861 Piper Lane – Lien Release Recorded**
- 3. 861 Piper Lane – Release Willow Park Property Owners Association Recorded**

.....

**DONATION AGREEMENT**  
**861 PIPER LANE**

THIS DONATION AGREEMENT (the “Agreement”) is made as of this 5th day of June, 2019 (the “Effective Date”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “City”), and Victor A. Mattison (the “Donor”). The City and the Donor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 861 Piper Lane, Prospect Heights, IL 60070 (the “Property”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the “Donation Area”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “Pledge Owners”, and collectively the aforementioned agreements are referred to hereinafter as the “Pledge Contracts”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Two Thousand Seven Hundred Dollars (\$2,700.00) (the "Donor Donation") which sum shall be placed with the City and used to resurface and improve Plaza Drive. The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the "Closing") of the contemplated donation shall take place at Chicago Title Insurance Company (the "Title Company") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "Title Commitment"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "Plat").

5. **CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized quit claim deed ("Deed") as set forth on Exhibit C;
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant, to the best of Donor's knowledge, to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and

- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and
- e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
 8 North Elmhurst Road  
 Prospect Heights, IL 60070  
 Attn: City Administrator  
 Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
 223 South Wacker Drive, 22nd Floor  
 Chicago, IL 60606  
 Attn: Kevin Kearney  
 Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

To Donor: Victor Mattison  
 712 N. Second Street, Suite 300  
 St. Louis, MO 63102  
 Email: [mattison@accessus.net](mailto:mattison@accessus.net)

With a copy to:

Philip Ruben, Esq  
67 Lincolnshire Drive  
Lincolnshire, IL 60069  
Email: pruben@ruben-law.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area
Exhibit C	Quit Claim Deed

13. **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS.**

- a. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County,

Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.

- f. **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.
- h. **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- i. **Indemnification.** The City hereby indemnifies Donor and its family members, representatives, agents, mortgage holder(s), successors and assigns (collectively, the "Donor Indemnitees") and agrees to defend, reimburse and hold them harmless from and against, and in respect of, on a dollar for dollar basis, all claims, liabilities, damages, payments, obligations, losses, costs and expenses (including reasonable attorneys' fees, court costs, expert witness fees, transcripts costs and other expenses of litigation) and judgments (at law or in equity) (collectively, "Losses") incurred or suffered by any of them and arising out of or resulting from City's breaches of this Agreement or subsequent actions regarding the Donation Area subsequent to the date of this agreement.
- j. **No Financial Obligation.** To further induce to Donor to enter into this Agreement, the City agrees to waive any outstanding vehicle registration fees and fines for fiscal years 2018-19 and 2019-20.
- k. **Prohibited Person.** As used in this Agreement, the term "Prohibited Person" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or

entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (c) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

By: Joe Wade  
Joe Wade, City Administrator

By: Victor A. Mattison  
Victor A. Mattison

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE EAST 90 FEET OF THE SOUTH 77.50 FEET AND THE WEST 10 FEET OF THE EAST 100 FEET OF THE SOUTH 20 FEET AND THE WEST 15 FEET OF THE EAST 245 FEET OF THE NORTH 15 FEET OF THE SOUTH 85 FEET AND THE WEST 55 FEET OF THE EAST 300 FEET OF THE SOUTH 85 FEET ALL BEING OF THAT PART OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 225.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 21216875, AND REGISTERED AS DOCUMENT NO. LR 2522806.

**PINS:** 03-24-200-100-0000

**COMMONLY KNOWN AS:** 861 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

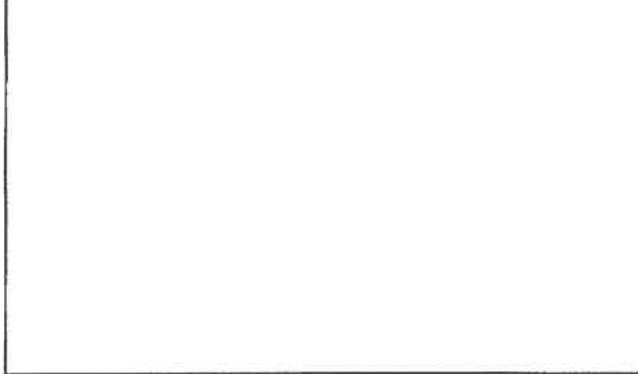
**LEGAL DESCRIPTION:** THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE CONTINUING NORTH 89 DEGREES 14 MINUTES, 53 SECONDS WEST ALONG LAST SAID NORTH LINE OF THE SOUTH 226.23 FEET FOR 35.30 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 42.43 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 45 MINUTES 07 SECONDS EAST FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 45 MINUTES, 07 SECONDS EAST 47.50 FEET TO THE NORTH LINE OF THE SOUTH 303.73 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES, 14 MINUTES, 53 SECONDS EAST ALONG LAST SAID LINE 5.30 FEET TO A LINE THAT IS AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY



*(Reserved for Recorder's Use Only)*

**QUIT CLAIM DEED**

**THE GRANTOR**, Victor A. Mattison, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, **CONVEY(S) AND QUIT CLAIMS(S)** to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

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**PART OF PIN:** 03-24-200-100-0000  
**COMMONLY KNOWN AS:** Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of June 5, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

\_\_\_\_\_  
Kevin Kearney, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

By: Victor A. Mattison  
Victor A Mattison

STATE OF MISSOURI        )  
  ) SS.  
COUNTY OF ST. LOUIS    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Victor A Mattison, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he signed this instrument as his free and voluntary act.

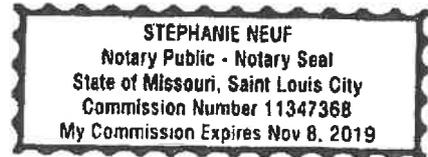
Given under my hand and official seal as of date and year first written above

Stephanie Neuf

Notary Public

Commission expires:

11/8/19



SEND SUBSEQUENT TAX BILLS TO:

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

4852-0351-4232, v. 1

Doc#. 2227816025 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/05/2022 10:21 AM Pg: 1 of 3

**THIS DOCUMENT HAS BEEN PRPEARED BY  
AND AFTER RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
61<sup>ST</sup> FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY

*(Reserved for Recorder's Use Only)*

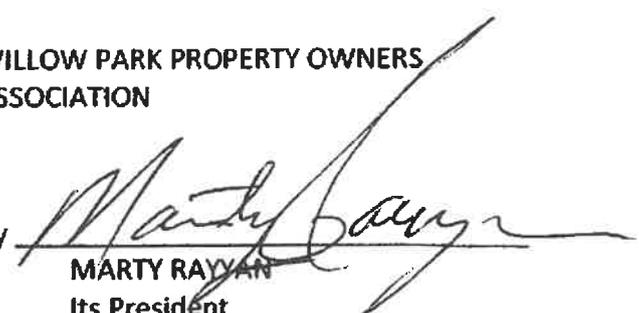
**RELEASE OF PORTION OF ASSESSMENT LIEN AT 861 PIPER LANE**

Whereas Willow Park Property Owners Association ("WPPOA") recorded on March 20, 2002 as Document No. 0020316620 an Assessment lien in the amount of \$8,394.25 plus filing costs and collection fees (the "LIEN") on the real estate Commonly know as 861 Piper Lane, Prospect Heights, IL 60070 (the "Property") which is more particularly described on Exhibit A attached hereto.

The Willow Park Property Owners Association does hereby waive and release from the lien the eastern portion of the Property (the "Donation Area") as more particularly described on Exhibit B attached hereto.

WILLOW PARK PROPERTY OWNERS  
ASSOCIATION

By

  
MARTY RAYYAN  
Its President

State of Illinois     )  
                                  ) SS.  
County of Cook     )

Notary Public by: 

Given under my hand and official seal this 30<sup>th</sup> day of July 2019

Notary Seal



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE EAST 90 FEET OF THE SOUTH 77.50 FEET AND THE WEST 10 FEET OF THE EAST 100 FEET OF THE SOUTH 20 FEET AND THE WEST 15 FEET OF THE EAST 245 FEET OF THE NORTH 15 FEET OF THE SOUTH 85 FEET AND THE WEST 55 FEET OF THE EAST 300 FEET OF THE SOUTH 85 FEET ALL BEING OF THAT PART OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 225.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 21216875, AND REGISTERED AS DOCUMENT NO. LR 2522806.

**PINS:** 03-24-200-100-0000

**COMMONLY KNOWN AS:** 861 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

**LEGAL DESCRIPTION:** THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE CONTINUING NORTH 89 DEGREES 14 MINUTES, 53 SECONDS WEST ALONG LAST SAID NORTH LINE OF THE SOUTH 226.23 FEET FOR 35.30 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 42.43 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 45 MINUTES 07 SECONDS EAST FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 45 MINUTES, 07 SECONDS EAST 47.50 FEET TO THE NORTH LINE OF THE SOUTH 303.73 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES, 14 MINUTES, 53 SECONDS EAST ALONG LAST SAID LINE 5.30 FEET TO A LINE THAT IS AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

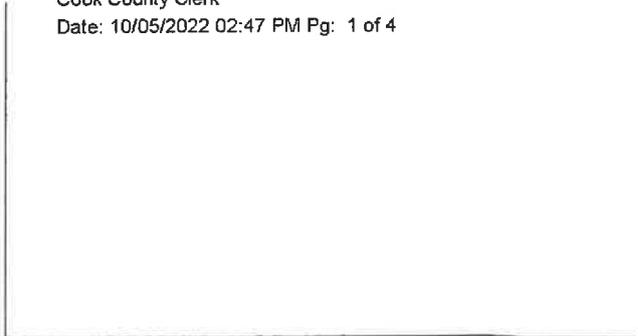
\*in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

#4847-1597-4301

4847-1597-4301, v. 1

**THIS DOCUMENT HAS BEEN PRPEARED BY  
AND AFTER RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
61<sup>ST</sup> FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY



*(Reserved for Recorder's Use Only)*

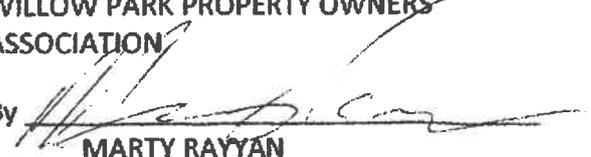
**RELEASE OF PORTION OF 861 PIPER LANE FROM WILLOW PARK  
PROPERTY OWNERS ASSOCIATION**

Whereas the Willow Park Property Owners Association is an Illinois Not For Profit Corporation incorporated on April 13, 1971, which is referred to as the "Association" in the Articles of Incorporation and the By-Laws of the Association. The Association has sometimes been referred to as "WPPOA".

Whereas the Articles of Incorporation for the Association identify the real property covered by the Association as legally described on the Plat recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 21206396 and registered in the Office of the Register of Title of Cook County, Illinois (the "Property") which is more particularly described on Exhibit A attached hereto and made a part hereof.

The Willow Park Property Owners Association does hereby release and remove any and all requirements set forth in the Association Articles of Incorporation, the Association By-Laws and any other documents conditions, covenants, restrictions from the eastern portion of the Property (the "Donation Area") as more particularly described on Exhibit B attached hereto and made a part hereof. The Association further releases and forgives any and all assessments, fees, special assessments, conditions, covenants, restrictions or payments due to others.

WILLOW PARK PROPERTY OWNERS  
ASSOCIATION

By   
MARTY RAYYAN  
Its President

By NORMA Mendiola  
Its Secretary

State of Illinois    )  
                              )  SS.  
County of Cook     )

Notary Public by: Jennifer E. Myzia

Subscribed and sworn to before me and given under my hand and official seal this 07<sup>th</sup> day of AUGUST, 2019

Notary Seal



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Legal description as set forth on the Plat recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 21206396 and registered in the Office of the Register of Title of Cook County, Illinois (the "Property")

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

**LEGAL DESCRIPTION:** THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE CONTINUING NORTH 89 DEGREES 14 MINUTES, 53 SECONDS WEST ALONG LAST SAID NORTH LINE OF THE SOUTH 226.23 FEET FOR 35.30 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 42.43 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 45 MINUTES 07 SECONDS EAST FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 45 MINUTES, 07 SECONDS EAST 47.50 FEET TO THE NORTH LINE OF THE SOUTH 303.73 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES, 14 MINUTES, 53 SECONDS EAST ALONG LAST SAID LINE 5.30 FEET TO A LINE THAT IS AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

\*in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

PIN: 03-24-200-100-0000

Commonly known as : 861 Piper Lane, Prospect Heights, IL 60070

**Exhibit E**

**874 Piper Lane**

- 1. Land Donation Agreement**
- 2. Quit Claim Deed - Recorded**

**DONATION AGREEMENT**  
**874 PIPER LANE**

THIS DONATION AGREEMENT (the “**Agreement**”) is made as of this 10th day of December, 2018 (the “**Effective Date**”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “**City**”), and Intrepid Rental Properties LLC, an Illinois limited liability company (the “**Donor**”). The City and the Donor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 874 Piper Lane, Prospect Heights, IL 60070 (the “**Property**”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the “**Donation Area**”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV who owns 821 Piper Lane, Prospect Heights, IL 60070; Vasilios S Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “**Pledge Owners**”, and collectively the aforementioned agreements are referred to hereinafter as the “**Pledge Contracts**”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Eight Thousand One Hundred

Dollars (\$8,100.00) (the "**Donor Donation**") which sum shall be placed with the City and used to resurface and improve Plaza Drive. The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

5. **CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant, to the best of Donor's knowledge, to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
8 North Elmhurst Road  
Prospect Heights, IL 60070  
Attn: City Administrator  
Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
223 South Wacker Drive, 22nd Floor  
Chicago, IL 60606  
Attn: Kevin Kearney  
Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

To Donor:

Intrepid Rental Properties  
P O BOX 7423  
Buffalo Grove, IL 60089  
Email: intrepidrentalproperties@gmail.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area
Exhibit C	Quit Claim Deed

13. **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS.**

- a. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- f. **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

- h. **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- i. **Prohibited Person.** As used in this Agreement, the term “Prohibited Person” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

**INTREPID RENTAL PROPERTIES LLC**  
an Illinois limited liability company

By: Joe Wade  
Joe Wade, City Administrator

By: Purwa Bhatt  
Purwa Bhatt, Manager

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE EAST 105.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 325.0 FEET AND THE WEST 15.0 FEET OF THE EAST 175.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 340.0 FEET AND THE WEST 85.0 FEET OF THE EAST 245.0 FEET OF THE NORTH 55.0 FEET OF THE SOUTH 395.0 FEET ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 24, 1,107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.00 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT OF SURVEY REGISTERED AS DOCUMENT NUMBER 2522806 IN COOK COUNTY, ILLINOIS.

**PINS:** 03-24-200-067-0000

**COMMONLY KNOWN AS:** 874 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

**LEGAL DESCRIPTION:** THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 325.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

**Intrepid Rental Properties LLC,**  
an Illinois limited liability company

By: *Purwa Bhatt*  
Purwa Bhatt, Manager



STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Purwa Bhatt, the Manager of Intrepid Rental Properties LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged their signature of this instruments as their free and voluntary act.

Given under my hand and official seal as of date and year first written above

*Christine Formanski*  
Notary Public

Commission expires: *July 12, 2019*

**SEND SUBSEQUENT TAX BILLS TO:**

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

4841-7722-1240, v. 1

Doc#. 2227801239 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/05/2022 02:53 PM Pg: 1 of 3

Dec ID 20221001657389

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY

*(Reserved for Recorder's Use Only)*

### TRUSTEE'S QUIT CLAIM DEED

**THE GRANTOR**, Intrepid Rental Properties LLC, an Illinois limited liability company, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 325.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

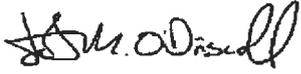
**PART OF PIN:** 03-24-200-067-0000

**COMMONLY KNOWN AS:** 874 Piper Lane, Prospect Heights, IL 60070

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.



---

John M. O'Driscoll, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

**Intrepid Rental Properties LLC,**  
an Illinois limited liability company

By: *Purwa Bhatt*  
Purwa Bhatt, Manager



STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Purwa Bhatt, the Manager of Intrepid Rental Properties LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged their signature of this instruments as their free and voluntary act.

Given under my hand and official seal as of date and year first written above

*Christine Formanski*  
Notary Public

Commission expires: *July 12, 2019*

**SEND SUBSEQUENT TAX BILLS TO:**

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

4841-7722-1240, v. 1

**Exhibit F**

**884 Piper Lane**

- 1. Land Donation Agreement**
- 2. Quit Claim Deed - Recorded**

**DONATION AGREEMENT**  
**884 PIPER LANE**

THIS DONATION AGREEMENT (the “**Agreement**”) is made as of this 10th day of December, 2018 (the “**Effective Date**”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “**City**”), and Yacoub Rayyan and Martha Rayyan (collectively the “**Donor**”). The City and the Donor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 884 Piper Lane, Prospect Heights, IL 60070 (the “**Property**”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the “**Donation Area**”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “**Pledge Owners**”, and collectively the aforementioned agreements are referred to hereinafter as the “**Pledge Contracts**”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Nineteen Thousand Two Hundred Dollars (\$19,200.00) (the "**Donor Donation**") which sum shall be placed with the City and used to resurface and improve Plaza Drive. The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

5. **CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized quit claim deed ("**Deed**") as set forth on Exhibit C;
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and
- e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
 8 North Elmhurst Road  
 Prospect Heights, IL 60070  
 Attn: City Administrator  
 Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
 223 South Wacker Drive, 22nd Floor  
 Chicago, IL 60606  
 Attn: Kevin Kearney  
 Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

To Donor: YACOB RAYYAN  
25918 N. ARLOW HEAD Pk.  
Mundelein, IL 60060  
 Email: MARTY.RAYYAN@COMCAST.NET

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and

approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area
Exhibit C	Quit Claim Deed

13. **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS.**

- a. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- f. **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed

sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

- h. Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- i. Prohibited Person.** As used in this Agreement, the term “Prohibited Person” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

By: Joe Wade  
Joe Wade, City Administrator

Yacoub Rayyan  
Yacoub Rayyan

*m/r*  
Martha Rayyan  
Martha Rayyan

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE EAST 105.0 FEET (EXCEPT THE SOUTH 425.0 FEET) AND THE WEST 55.0 FEET OF THE EAST 160.0 FEET (EXCEPT THE SOUTH 450.0 FEET) AND THE WEST 15.0 FEET OF THE EAST 175.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 465.0 FEET, ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 2126.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET THEFCF EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.0 FEET? THBKCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT OF SURVEY REGISTERED AS DOCUMENT NUMBER 2522806.

**PINS:** 03-24-200-027-0000

**COMMONLY KNOWN AS:** 884 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

**LEGAL DESCRIPTION:** THE EAST 35.30 FEET (EXCEPT THE SOUTH 425.0 FEET) OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN:** 03-24-200-027-0000

**COMMONLY KNOWN AS:** PLAZA DRIVE

\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY



*(Reserved for Recorder's Use Only)*

**QUIT CLAIM DEED**

**THE GRANTOR**, Yacoub Rayyan and Martha Rayyan, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET (EXCEPT THE SOUTH 425.0 FEET) OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN:** 03-24-200-027-0000

**COMMONLY KNOWN AS:** Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

---

Kevin Kearney, City Attorney



Doc#. 2227828096 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/05/2022 02:53 PM Pg: 1 of 3

Dec ID 20221001657462

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY

*(Reserved for Recorder's Use Only)*

### **QUIT CLAIM DEED**

**THE GRANTOR**, Yacoub Rayyan and Martha Rayyan, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET (EXCEPT THE SOUTH 425.0 FEET) OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

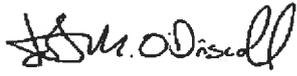
**PART OF PIN:** 03-24-200-027-0000

**COMMONLY KNOWN AS:** 884 Piper Lane, Prospect Heights, IL 60070

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.



---

John M. O'Driscoll, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

Yacoub Rayyan  
Yacoub Rayyan

Martha Rayyan  
Martha Rayyan

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Yacoub Rayyan and Martha Rayyan, personally known to me to be the same people whose names are subscribed to this instrument, appeared before me this day and acknowledged that they have signed this instrument as their free and voluntary act.

Given under my hand and official seal as of date and year first written above



Jennifer E Myzia  
Notary Public

Commission expires: 2/23/2020

**SEND SUBSEQUENT TAX BILLS TO:**

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

4850-9546-5584, v. 2

**Exhibit G**

**888 Piper Lane**

**1. Quit Claim Deed – Recorded**

Doc#. 2227333009 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/30/2022 09:11 AM Pg: 1 of 2

Dec ID 20220901653600

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
550 EAST BOUGHTON ROAD #250  
BOLINGBROOK, IL 60440  
ATTN: JOHN M. O'DRISCOLL

*(Reserved for Recorder's Use Only)*

**TRUSTEE'S DEED**

**THE GRANTOR**, Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

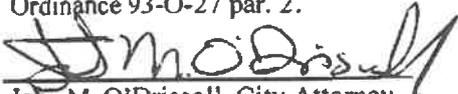
THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 425.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN: 03-24-200-028-0000  
COMMONLY KNOWN AS: 888 Piper Lane, Prospect Heights, IL 60070**

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of June 27, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

  
John M. O'Driscoll, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

Chicago Title Land Trust Company, as  
Trustee for Trust #1112374 dated 8-27-2003



By: Patricia L. Martinez 4/25/2005  
Its: Trust Officer

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia L. Martinez, the Trust Officer of Chicago Title Land Trust Company, and personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she signed this instrument as his/her free and voluntary act.

Given under my hand and official seal as of date and year first written above



[Signature]  
Notary Public

Commission expires: 3/26/2025

**SEND SUBSEQUENT TAX BILLS TO:**

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

**Exhibit H**

**890 Piper Lane**

- 1. Land Donation Agreement**
- 2. Trustee's Deed – Recorded**

**DONATION AGREEMENT**  
**890 PIPER LANE**

THIS DONATION AGREEMENT (the “**Agreement**”) is made as of this 10th day of December, 2018 (the “**Effective Date**”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “**City**”), and Vasilios S. Apostolakis and Maria V. Apostolakis (collectively the “**Donor**”). The City and the Donor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 890 Piper Lane, Prospect Heights, IL 60070 (the “**Property**”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the “**Donation Area**”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV who owns 821 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070; and Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “**Pledge Owners**”, and collectively the aforementioned agreements are referred to hereinafter as the “**Pledge Contracts**”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS**. The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR**. The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Eight Thousand One Hundred

Dollars (\$8,100.00) (the “**Donor Donation**”) which sum shall be placed with the City and used to resurface and improve Plaza Drive. The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the “**Closing**”) of the contemplated donation shall take place at Chicago Title Insurance Company (the “**Title Company**”) located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the “**Title Commitment**”). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City’s sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the “**Plat**”).

5. **CONDITIONS PRECEDENT TO CLOSING.** The City’s obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized quit claim deed (“**Deed**”) as set forth on Exhibit C;
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner’s policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant, to the best of Donor’s knowledge, to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

- e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
8 North Elmhurst Road  
Prospect Heights, IL 60070  
Attn: City Administrator  
Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
223 South Wacker Drive, 22nd Floor  
Chicago, IL 60606  
Attn: Kevin Kearney  
Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

To Donor: Vasilios S. Apostolakis + Maria N. Apostolakis  
2247 ELM ST.  
RIVER GROVE IL. 60171  
Email: \_\_\_\_\_

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area
Exhibit C	Quit Claim Deed

13. **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS.**

- a. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- f. **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

- h. **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- i. **Prohibited Person.** As used in this Agreement, the term “Prohibited Person” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “**Executive Order**”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

By: Joe Wade  
Joe Wade, City Administrator

V.S. Apostolakis  
Vasilios S. Apostolakis

Maria-V. Apostolakin  
Maria V. Apostolakis

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE EAST 105.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 375.0 FEET AND THE WEST 55.6 FEET OF THE EAST 160.0 FEET OF THE NORTH 85.0 FEET OF THE SOUTH 395.0 FEET AND THE WEST 15.0 FEET OF THE EAST 175.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 325.0 FEET, ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 AND LYING SOUTH OF THIS SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT OF SURVEY REGISTERED AS DOCUMENT NUMBER 2522806, (EXCEPTING THEREFROM THOSE PARTS THEREOF LYING SOUTH A LINE DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 AND SOUTH LINE OF THE NORTH 15 CHAINS THEREOF, SAID POINT BEING 990 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 15 CHAINS OF SAID NORTHEAST 1/4, 886.50 FEET; THENCE NORTHERLY 246 FEET TO A POINT WHICH IS 891 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 (MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4) AND 744 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 (MEASURED ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4); THENCE EAST 1425 FEET TO A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE WHICH POINT IS 738.18 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 (MEASURED ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4), ALL IN COOK COUNTY, ILLINOIS.

**PINS:** 03-24-200-066-0000

**COMMONLY KNOWN AS:** 890 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

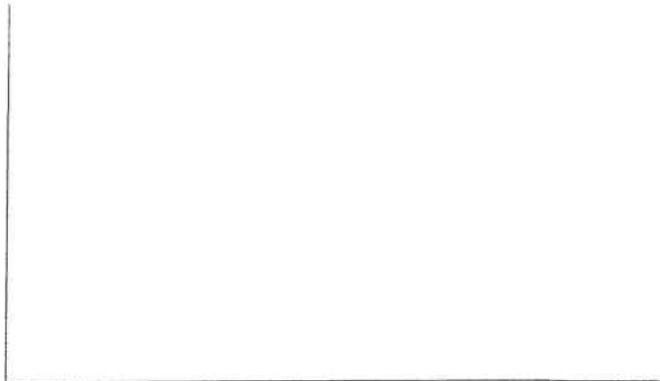
**LEGAL DESCRIPTION:** THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 375.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY



*(Reserved for Recorder's Use Only)*

**QUIT CLAIM DEED**

**THE GRANTOR**, Vasilios S. Apostolakis and Maria V. Apostolak, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 375.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN:** 03-24-200-066-0000  
**COMMONLY KNOWN AS:** Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

Kevin Kearney, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

V.S. Apostolakis  
Vasilios S. Apostolakis

Maria V. Apostolakis  
Maria V. Apostolakis

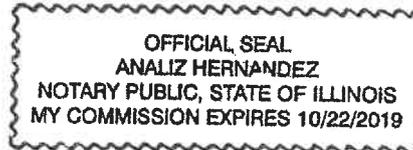
STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vasilios and Maria Apostolakis, the people whose names are subscribed to this instrument, appeared before me today and acknowledged that they signed this instrument as their free and voluntary act.

Given under my hand and official seal as of date and year first written above

Analiz Hernandez  
Notary Public

Commission expires: 10/22/2019



SEND SUBSEQUENT TAX BILLS TO:

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

4822-8663-8200, v. 1

Doc#. 2227841059 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/05/2022 02:42 PM Pg: 1 of 3

Dec ID 20221001657526

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY

*(Reserved for Recorder's Use Only)*

### **QUIT CLAIM DEED**

**THE GRANTOR**, Vasilios S. Apostolakis and Maria V. Apostolak, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 375.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

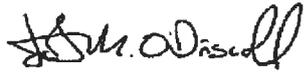
**PART OF PIN:** 03-24-200-066-0000

**COMMONLY KNOWN AS:** 890 Piper Lane, Prospect Heights, IL 60070

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.



---

John M. O'Driscoll, City Attorney

IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

V.S. Apostolakis  
Vasilios S. Apostolakis

Maria V. Apostolakis  
Maria V. Apostolakis

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vasilios and Maria Apostolakis, the people whose names are subscribed to this instrument, appeared before me today and acknowledged that they signed this instrument as their free and voluntary act.

Given under my hand and official seal as of date and year first written above

Analiz Hernandez  
Notary Public

Commission expires: 10/22/2019



**SEND SUBSEQUENT TAX BILLS TO:**

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

4822-8663-8200, v. 1

**Exhibit I**

**898 N. Milwaukee Ave.**

- 1. Donation Agreement**
- 2. Trustee's Deed – Recorded**

**DONATION AGREEMENT**  
**898 PIPER LANE**

THIS DONATION AGREEMENT (the “**Agreement**”) is made as of this 10th day of December, 2018 (the “**Effective Date**”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “**City**”), and Leonardo A. Figliola (the “**Donor**”). The City and the Donor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 898 Piper Lane, Prospect Heights, IL 60070 (the “**Property**”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the eastern portion of the Property (the “**Donation Area**”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “**Pledge Owners**”, and collectively the aforementioned agreements are referred to hereinafter as the “**Pledge Contracts**”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages along with Fourteen Thousand Two Hundred

Dollars (\$14,200.00) (the “Donor Donation”) which sum shall be placed with the City and used to resurface and improve Plaza Drive. The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the “Closing”) of the contemplated donation shall take place at Chicago Title Insurance Company (the “Title Company”) located at 10 S. LaSalle Street, Chicago, Illinois 60603 on February 15, 2019.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the “Title Commitment”). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City’s sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the “Plat”).

5. **CONDITIONS PRECEDENT TO CLOSING.** The City’s obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized quit claim deed (“Deed”) as set forth on Exhibit C;
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner’s policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant, to the best of Donor’s knowledge, to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;
- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and

- e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
8 North Elmhurst Road  
Prospect Heights, IL 60070  
Attn: City Administrator  
Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
223 South Wacker Drive, 22nd Floor  
Chicago, IL 60606  
Attn: Kevin Kearney  
Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

To Donor:

*Lenny Figliola*  
*PO Box 914*  
*Prospect Heights, IL 60070*  
Email: *raptor0823@yahoo.com*

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area
Exhibit C	Quit Claim Deed

13. **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS.**

- a. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- f. **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

- h. **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- i. **Prohibited Person.** As used in this Agreement, the term “Prohibited Person” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

By: Joe Wade  
Joe Wade, City Administrator

By: Leonardo A. Figliola  
Leonardo A. Figliola

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:** THE WEST 15.0 FEET OF THE EAST 190.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 325.0 FEET AND THE WEST 85.0 FEET OF THE EAST 190.0 FEET OF THE NORTH 35 FEET OF THE SOUTH 310.0 FEET AND THE EAST 190.0 FEET OF THE NORTH 60.0 FEET OF THE SOUTH 275.0 FEET AND THE EAST 160.0 FEET OF THE NORTH 42.50 FEET OF THE SOUTH 215.0 FEET AND THE EAST 125.0 FEET OF THE NORTH 15.0 FEET OF THE SOUTH 172.50 FEET AND THE EAST 90.0 FEET OF THE NORTH 10.0 FEET OF THE SOUTH 157.50 FEET, ALL BEING OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24 LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS

**PINS:** 03-24-200-068-0000

**COMMONLY KNOWN AS:** 898 Piper Lane, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

**LEGAL DESCRIPTION:** THE EAST 35.30 FEET OF THE NORTH 60.0 FEET OF THE SOUTH 275.0 FEET AND THE EAST 5.30 FEET OF THE NORTH 67.50 FEET OF THE SOUTH 215.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

**EXHIBIT C**

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY



*(Reserved for Recorder's Use Only)*

**TRUSTEE'S QUIT CLAIM DEED**

**THE GRANTOR**, Leonardo A. Figliola, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

THE EAST 35.30 FEET OF THE NORTH 60.0 FEET OF THE SOUTH 275.0 FEET AND THE EAST 5.30 FEET OF THE NORTH 67.50 FEET OF THE SOUTH 215.0 FEET, BEING OF THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24 AND LYING SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD AND LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

**PART OF PIN:** 03-24-200-068-0000  
**COMMONLY KNOWN AS:** Plaza Drive

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.

Kevin Kearney, City Attorney

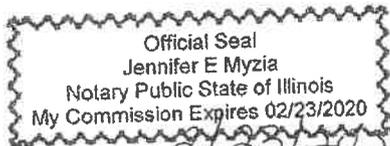
IN WITNESS WHEREOF, the Grantor has executed this deed as of date and year first written above.

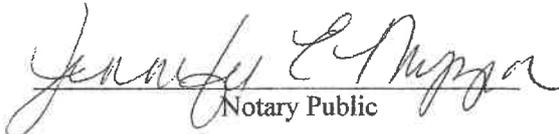
By:   
Leonardo A. Figliola

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leonardo Figliola, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he signed this instrument as his free and voluntary act.

Given under my hand and official seal as of date and year first written above



  
Notary Public

Commission expires: 2/23/2020

**SEND SUBSEQUENT TAX BILLS TO:**

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

4833-4851-7496, v. 1

Doc#: 2228001050 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/07/2022 09:55 AM Pg: 1 of 4

Dec ID 20221001657528

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: KEVIN KEARNEY

*(Reserved for Recorder's Use Only)*

### TRUSTEE'S QUIT CLAIM DEED

**THE GRANTOR**, Leonardo A. Figliola, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, CONVEY(S) AND QUIT CLAIMS(S) to the City of Prospect Heights, a non-home rule municipal corporation, all interest in the following real estate to wit:

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AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, ALL IN COOK COUNTY, ILLINOIS.

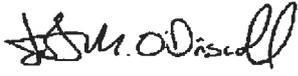
**PART OF PIN:** 03-24-200-068-0000

**COMMONLY KNOWN AS:** 898 Piper Lane, Prospect Heights, IL 60070

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of February 15, 2019.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.



---

John M. O'Driscoll, City Attorney



**STATEMENT BY GRANTOR AND GRANTEE**

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

October 6, 2022

Dated

Signature Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID \_\_\_\_\_ Agent \_\_\_\_\_ THIS

6th DAY OF October 2022

Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

October 6, 2022

Dated

Signature Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID \_\_\_\_\_ Agent \_\_\_\_\_ THIS

6th DAY OF October 2022

Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.  
[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

**Exhibit J**

**604 N. Milwaukee Ave.**

- 1. Donation Agreement**
- 2. Trustee's Deed - Recorded**

**DONATION AGREEMENT**  
**604 S. MILWAUKEE**

THIS DONATION AGREEMENT (the “**Agreement**”) is made as of this 10th day of December, 2018 (the “**Effective Date**”) by and between the City of Prospect Heights, a non-home rule municipal corporation (the “**City**”), and Chicago Title Land Trust Company, as Successor Trustee to North Star Trust Company, as Trustee under Trust Agreement dated March 30, 1982 and known as Trust Number 2319 (the “**Donor**”). The City and the Donor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Donor is the owner in fee simple of certain real estate commonly known as 604 S. Milwaukee, Prospect Heights, IL 60070 (the “**Property**”), which is more particularly described on Exhibit A attached hereto; and

**WHEREAS**, the western portion of the Property (the “**Donation Area**”), more particularly described on Exhibit B attached hereto, contains a part of Plaza Drive, a public street that runs north and south between Palatine Frontage Road to Apple Drive; and

**WHEREAS**, the Parties desire to have Plaza Drive maintained by the City, donated to the City, and resurface and improved by the City; and

**WHEREAS**, in order for the City to maintain, resurface and improve all of Plaza Drive, the City has entered into contracts similar to this Agreement with Yacoub Rayyan and Martha Rayyan who own 884 Piper Lane, Prospect Heights, IL 60070; Chicago Title Land Trust Company as Trustee under Trust #1112374 dated August 27, 2003 who owns 888 Piper Lane, Prospect Heights, IL 60070; Vasilios S. Apostolakis and Maria V. Apostolakis who own 890 Piper Lane, Prospect Heights, IL 60070; Intrepid Rental Properties LLC, an Illinois limited liability company, who owns 874 Piper Lane, Prospect Heights, IL 60070; Leonardo A. Figliola who owns 898 Piper Lane, Prospect Heights, IL 60070; Community Savings Bank as Trustee under Trust #LT-299 dated March 16, 1989 who owns 841 Piper Lane, Prospect Heights, IL 60070; KTPS LLC – Series IV, an Illinois series limited liability company, who owns 821 Piper Lane, Prospect Heights, IL 60070; and Victor A. Mattison who owns 861 Piper Lane, Prospect Heights, IL 60070 (collectively the aforementioned property owners are referred to hereinafter as the “**Pledge Owners**”, and collectively the aforementioned agreements are referred to hereinafter as the “**Pledge Contracts**”); and

**WHEREAS**, after this Agreement and the Pledge Contracts have been consummated, the City of Prospect Heights will have title to all of Plaza Drive; and

**WHEREAS**, the Parties desire that the Donor donates the Donation Area to the City on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals above are hereby incorporated into this Agreement as if set forth verbatim herein.

2. **DONATION BY DONOR.** The Donor shall donate the Donation Area to the City free and clear of any claims, title encumbrances and mortgages (the "**Donor Donation**"). The Donor Donation shall be tendered to the City by the Country Pines Homeowners Association. The closing (the "**Closing**") of the contemplated donation shall take place at Chicago Title Insurance Company (the "**Title Company**") located at 10 S. LaSalle Street, Chicago, Illinois 60603 at a time mutually agreed to by the Parties.

3. **TITLE INSURANCE.** Prior to Closing, the City shall obtain a title insurance commitment for the Donation Area from Chicago Title Insurance Company (the "**Title Commitment**"). If the Title Commitment shows any claims, title encumbrances, mortgages or other exceptions to title which are not acceptable to the City, then the Parties shall cooperate together to remove the same.

4. **PLAT OF DONATION.** Prior to Closing, the City may obtain, at the City's sole cost and expense, a plat showing the Donation Area and establishing that it shall be donated and/or vacated (the "**Plat**").

5. **CONDITIONS PRECEDENT TO CLOSING.** The City's obligation to proceed to Closing is contingent on the following:

- a. The City is satisfied, in its sole and absolute discretion, with title to the Donation Area;
- b. All the Pledge Contracts remain in full force and effect;
- c. None of the Pledge Owners are in default under any of the Pledge Contracts; and
- d. All the Pledge Owners are ready, willing and able to consummate their obligations as fully set forth on in the Pledge Contracts on the date of Closing.

6. **CLOSING DOCUMENTS.** At Closing, the Donor shall provide to the City the following:

- a. An original, executed and notarized Trustee's Deed ("**Deed**");
- b. Such other standard closing documents or documentation as required by law or by the Title Company to effectuate the transaction contemplated herein; and
- c. An original, executed and notarized Plat.

7. **COSTS.** The City shall pay all fees associated with the Title Commitment (including any update fees, search fees, and the premium of the owner's policy) and costs to record the Deed and Plat. The Donor shall only be responsible for the fees associated with their own legal counsel and tax counsel, if any.

8. **REPRESENTATIONS AND WARRANTIES.** The Donor does hereby represent and warrant to the City as follows, which representations and warranties shall be deemed remade as of, and shall survive, the Closing and shall not merge into the Deed:

- a. there are no leases, licenses, occupancy agreements, management agreements, maintenance agreements or other contracts related to the Donation Area that will survive the Closing; and
- b. the Donor will not record any covenants, declarations, restrictions or the like against the Donation Area;
- c. the Donor possesses all necessary legal authority to enter into this Agreement, execute the Deed and Plat, and consummate the transaction(s) contemplated herein;

- d. this Agreement constitutes a valid and binding obligation of the Donor in accordance with its terms; and
- e. the Donor has not relied on the City for any tax advice regarding the transaction(s) described herein.

9. **REAL ESTATE TAXES.** The City is a unit of local government and land owned by it within its corporate limits will be considered tax-exempt. Immediately after the date of Closing, the City will take steps to ensure that the Donation Area will be tax-exempt. The Donor will be responsible for any and all general real estate taxes for the Donation Area that have accrued prior to the date of Closing. The provisions of this Section 9 shall survive the Closing and shall not merge into the Deed.

10. **CONVEYANCE TAXES.** The Parties acknowledge that because the City is a governmental entity, the donation described herein is exempt from State, County and local real estate transfer taxes. Nevertheless, the City shall furnish all real estate transfer declarations as required by the State, County and local law.

11. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as FedEx or UPS) for guaranteed next business day delivery, or (C) by email transmission on the day of transmission if sent before 5:00 P.M. on a business day, and if sent after 5:00 P.M. then on the next business day, or (D) by personal delivery on the day of delivery. All notices shall be sent to the Parties as follows:

To City: City of Prospect Heights  
8 North Elmhurst Road  
Prospect Heights, IL 60070  
Attn: City Administrator  
Email: [jwade@prospect-heights.org](mailto:jwade@prospect-heights.org)

With a copy to:

Tressler LLP  
223 South Wacker Drive, 22nd Floor  
Chicago, IL 60606  
Attn: John M. O'Driscoll  
Email: [jodriscoll@tresslerllp.com](mailto:jodriscoll@tresslerllp.com)

To Donor: Palwaukee Equities, LLC  
664 N. Milwaukee Ave.  
Prospect Heights, IL  
60070  
Email: \_\_\_\_\_

Copy to:  
Harrison Held LLP  
333 West Wacker Drive  
Suite 1700  
Chicago, IL 60606  
Att: Brad S. Gerber

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner as all other notices are required to be delivered hereunder. For the sake of clarification, all notices, demands, consents and

approvals may be sent by the City's attorney on behalf of the City shall be effective notices as if sent by the City.

12. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Donation Area

13. **BROKERAGE.** Each Party represents and warrants to the other Party that in connection with this transaction contemplated herein that they have not engaged any broker or finder and that no broker or finder is owed any commission or finder's fee. The representations and warranties made in this Section 11 shall survive the Closing for an indefinite period.

14. **MISCELLANEOUS PROVISIONS.**

- a. **Time is of the Essence.** The Parties agree that time is of the essence throughout the term of this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- b. **Interpretation.** This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- c. **Section Headings.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various provisions herein.
- d. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- e. **Litigation.** The Parties agree that, for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the State Circuit Court of Cook County, Illinois. Further, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- f. **Savings Clause.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic or facsimile signatures to this Agreement shall be deemed sufficient for execution so long as original signatures are delivered to the other Party hereto promptly thereafter.

- h. **Buyer is Not Disqualified.** The person signing this Agreement on behalf of the Donor swears and affirms hereby that to their actual knowledge, the Donor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) the Donor 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) the Donor has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
  
- i. **Prohibited Person.** As used in this Agreement, the term “Prohibited Person” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.
  
- j. **If Donor is a Trust.** In the event the Donor is a Trust as provided above, this Agreement shall be signed by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Agreement is by his/her/their/its signature represents, warrants and covenants with the City that he/she/they/it has the authority to enter into this Agreement and the obligations set forth herein. All references to the Donor's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust

\* \* \* \*

*Remainder of this page left blank*

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**CITY OF PROSPECT HEIGHTS,**  
a non-home rule municipal corporation

By: Joe Wade  
Joe Wade, City Administrator

**CHICAGO TITLE LAND TRUST COMPANY,**  
**AS SUCCESSOR TRUSTEE TO NORTH**  
**STAR TRUST COMPANY, AS TRUSTEE**  
**UNDER TRUST AGREEMENT DATED**  
**MARCH 30, 1982 AND KNOWN AS TRUST**  
**NUMBER 2319**

By: [Signature]  
Its: VICE PRESIDENT



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

ALL THAT PART OF THE NORTH 1/2 THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF MILWAUKEE AVENUE, NORTH OF THE NORTH LINE OF THE SOUTH 226.23 FEET OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, AND SOUTH OF THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD, (EXCEPT THEREFROM THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE DRAWN AT RIGHT ANGLES FROM A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE, WHICH IS 184.40 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE SAID NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TO ITS INTERSECTION WITH THE SAID NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24);

(ALSO EXCEPTING THEREFROM THAT PART LYING NORTH AND WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE); THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 30.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD), IN COOK COUNTY, ILLINOIS

(ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET A DISTANCE OF 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 20 FEET THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 185.00 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 30.00 FEET A CENTRAL ANGLE OF 90 DEGREES AND A CHORD OF 42.43 FEET THENCE SOUTHEASTERLY ALONG THE ARC 47.12 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24, THENCE WEST ALONG SAID NORTH LINE 50 FEET TO THE POINT OF BEGINNING),

(ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR ROADWAY PURPOSES BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION CASE 01L51259), ALL IN COOK COUNTY, ILLINOIS.

**PIN:** 03-24-200-009-0000

**COMMONLY KNOWN AS:** 604 S. Milwaukee, Prospect Heights, IL 60070

**EXHIBIT B**

**LEGAL DESCRIPTION OF DONATION AREA**

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) (SAID POINT BEING THE SOUTHEAST CORNER OF THE SURVEY PREPARED BY GREMLEY AND BIEDERMANN RECORDED JULY 22, 1970 AS DOC. 21216875, AS MONUMENTED); THENCE NORTH 00 DEGREES 45 MINUTES 07 SECONDS AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE SOUTH 89 DEGREES 14 MINUTES 53 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 20.00 FEET TO THE POINT OF BEGINNING (SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE CITY OF PROSPECT HEIGHTS PROPERTY PER DEED RECORDED JUNE 1, 1983 AS DOCUMENT 26626316); THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 53 SECONDS EAST 10.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD (SAID POINT BEING THE NORTHEAST CORNER OF THE SURVEY PREPARED BY GREMLEY AND BIEDERMANN RECORDED JULY 22, 1970 AS DOC. 21216875, AS MONUMENTED); THENCE SOUTH 88 DEGREES 03 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE OF RELOCATED PALATINE ROAD 4.70 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 07 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF PROPERTIES PER SURVEY DOCUMENT 21216875, AS MONUMENTED, 537.87 FEET TO THE EASTERLY BOUNDARY LINE OF LAND DEEDED TO THE CITY OF PROSPECT HEIGHTS PER DOCUMENT 26626316; THENCE NORTHWESTERLY ALONG LAST SAID EASTERLY BOUNDARY LINE BEING A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 42.43 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 14 MINUTES 33 SECONDS WEST FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 45 MINUTES 07 SECONDS EAST, ALONG LAST SAID EASTERLY BOUNDARY LINE, ALSO BEING ALONG A LINE PARALLEL WITH THE EAST LINE PER DOCUMENT 21216875 AS MONUMENTED, 185.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 4,524 SQ. FT.)

**PART OF PIN:** 03-24-200-009-0000

**COMMONLY KNOWN AS:** PLAZA DRIVE

\* in the event that the legal description for the Donation Area is different on the Plat created by the surveyor/engineer, the legal description on the Plat shall be used in the Deed.

Doc#. 2227825031 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 10/05/2022 10:23 AM Pg: 1 of 3

Dec ID 20221001657530

**THIS DOCUMENT HAS BEEN  
PREPARED BY AND AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

TRESSLER LLP  
550 EAST BOUGHTON ROAD #250  
BOLINGBROOK, IL 60440  
ATTN: JOHN M. O'DRISCOLL

*(Reserved for Recorder's Use Only)*

### **TRUSTEE'S DEED**

Grantor, **CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to North Star Trust Company, as Trustee under Trust Agreement dated March 30, 1982 and known as Trust Number 2319, for and in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantor as said Trustee and of every other power and authority the Grantor hereunto enabling, does hereby **CONVEY AND QUIT CLAIM** to Grantee, **THE CITY OF PROSPECT HEIGHTS**, a non-home rule municipal corporation whose address is: 8 North Elmhurst Road, Prospect Heights, IL 60070, the following described real estate, situated in the County of Cook in the State of Illinois to wit:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 226.23 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1107.90 FEET WEST OF THE CENTER LINE OF MILWAUKEE AVENUE (AS MEASURED ON SAID NORTH LINE) (SAID POINT BEING THE SOUTHEAST CORNER OF THE SURVEY PREPARED BY GREMLEY AND BIEDERMANN RECORDED JULY 22, 1970 AS DOC. 21216875, AS MONUMENTED); THENCE NORTH 00 DEGREES 45 MINUTES 07 SECONDS AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTH 226.23 FEET, 215.00 FEET, THENCE SOUTH 89 DEGREES 14 MINUTES 53 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 20.00 FEET TO THE POINT OF BEGINNING (SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE CITY OF PROSPECT HEIGHTS PROPERTY PER DEED RECORDED JUNE 1, 1983 AS DOCUMENT 26626316); THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 53 SECONDS EAST 10.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.15 FEET TO THE SOUTHERLY LINE OF RELOCATED PALATINE ROAD (SAID POINT BEING THE NORTHEAST CORNER OF THE SURVEY PREPARED BY GREMLEY AND BIEDERMANN RECORDED JULY 22, 1970 AS DOC. 21216875, AS MONUMENTED); THENCE SOUTH 88 DEGREES 03 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE OF RELOCATED PALATINE ROAD 4.70 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 07 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF PROPERTIES PER SURVEY DOCUMENT 21216875, AS MONUMENTED, 537.87 FEET TO THE EASTERLY BOUNDARY LINE OF LAND DEEDED TO THE CITY

OF PROSPECT HEIGHTS PER DOCUMENT 26626316; THENCE NORTHWESTERLY ALONG LAST SAID EASTERLY BOUNDARY LINE BEING A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD LENGTH OF 42.43 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 14 MINUTES 33 SECONDS WEST FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 45 MINUTES 07 SECONDS EAST, ALONG LAST SAID EASTERLY BOUNDARY LINE, ALSO BEING ALONG A LINE PARALLEL WITH THE EAST LINE PER DOCUMENT 21216875 AS MONUMENTED, 185.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 4,524 SQ. FT.)

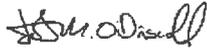
**PART OF PIN:** 03-24-200-009-0000

**COMMONLY KNOWN AS:** 604 S. Milwaukee, Prospect Heights, IL 60070

*Hereby releasing and waving all rights under and by virtue of any homestead exemption laws of the State of Illinois.*

This Quit Claim Deed is made as of December 31, 2020.

This Quit Claim is exempt under Illinois' Property Tax Code, 35 ILCS 200/31-45(b), and Cook County Ordinance 93-O-27 par. 2.



\_\_\_\_\_  
Signature of Grantor-Grantee or their Representative



**Attest:**

---

City Clerk

Ayes:

Nays:

Absent:

r

r

r



**To:** Mayor Patrick Ludvigsen  
Corporate Authorities  
Joe Wade, City Administrator

**From:** Peter P. Falcone, Assistant City Administrator

PPF

**Date:** April 10, 2025

**Re:** O-25-06 Amending Pay Plan Ordinance

**Background:**

Every May 1st the City Council is presented and passes a budget ordinance for the following fiscal year. Factored into each budget ordinance presented to the Council are the proposed and contractually required wage adjustments for the following fiscal year. For fiscal transparency and to provide a formal record of all proposed wage adjustments, a Pay Plan Ordinance is created and presented to the Council for deliberation and decision. For fiscal year 2025-26, a 2.25% wage adjustment is being presented to Council.

**Analysis:**

Staff researched what other communities are offering their non-union employees and found a range of 2.2% to 5% in adjustment and/or merit increases for fiscal year 2025-26. Attention was also given to the most recent contractual rate adjustments for our Public Works and Police union employees for an internal comparison. Patrol and Sergeants are contractually receiving 3.5% wage adjustment effective May 1, 2025.

**Recommendation:**

It is Staff recommendation that Council approve Ordinance O-25-06, Amending the City's Pay Plan.

**ORDINANCE NO. O-25-06**  
**An Ordinance Amending the Pay Plan**

---

**WHEREAS**, pursuant to Section 1-7-1 of the Prospect Heights City Code, as amended, the City Council shall from time to time adopt an ordinance which sets forth the title of each employee position in the City, the number of authorized positions in each title and the salary range for every employment position in the City and such other information about each title or position as it deems necessary;

**WHEREAS**, the Mayor and City Council find it necessary and convenient to amend the pay plan as set forth on Exhibit A to this ordinance;

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

**SECTION ONE:** The Authorized Positions and Pay Plan (“Pay Plan”), attached as Exhibit A to this ordinance, is hereby approved and incorporated into this ordinance in full.

**SECTION TWO:** The City Administrator is authorized and directed to implement the Pay Plan.

**SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

**PASSED and APPROVED this 28th day of April, 2025.**

\_\_\_\_\_  
Patrick Ludvigsen, City Mayor

ATTEST:

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

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

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

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

Published in pamphlet form April 29, 2025

**EXHIBIT A**

**Authorized Positions and Pay Plan**

2.25%

Department	Title	Authorized Positions	Salary Range		
			Low	Mid	High
Building & Development	Building & Development Director	1	<del>\$ 100,890</del>	<del>\$ 124,662</del>	<del>\$ 148,436</del>
			\$ 103,160	\$ 127,467	\$ 151,775
Building & Development	Code Enforcement Officer	1	<del>\$ 49,285</del>	<del>\$ 67,839</del>	<del>\$ 86,394</del>
			\$ 50,394	\$ 69,366	\$ 88,338
Building & Development	Assistant Building Director	0	Vacant and Not Funded		
Building & Development	Health Inspector	0	Services provided by contractor.		
Building & Development	Plumbing Inspector	0	Services provided by contractor.		
Building & Development	Electrical Inspector	0	Services provided by contractor.		
Building & Development	Building Inspector/ Plan Examiner	1	<del>\$ 61,963</del>	<del>\$ 76,347</del>	<del>\$ 84,646</del>
			\$ 63,357	\$ 78,065	\$ 86,551
Building & Development	Admin Assistant / Permit Coordinator	1	<del>\$ 47,546</del>	<del>\$ 62,042</del>	<del>\$ 77,117</del>
			\$ 48,615	\$ 63,438	\$ 78,852
Building & Development	Scanning Intern	1	<del>\$ 11.94</del>	<del>\$ 14.86</del>	<del>\$ 17.79</del>
			\$ 12.20	\$ 15.19	\$ 18.19
Administration	City Administrator	1	Set by Action of City Council		
Administration	Assistant City Administrator	1	<del>\$ 80,501</del>	<del>\$ 100,741</del>	<del>\$ 120,982</del>
			\$ 82,312	\$ 103,008	\$ 123,704
Administration	Assistant to the City Administrator	0	_____		
			\$ 65,000	\$ 82,500	\$ 100,000
Administration	Management Analyst	0	_____		
			\$ 50,000	\$ 65,000	\$ 80,000
Administration	Deputy Clerk	1	<del>\$ 49,649.61</del>	<del>\$ 63,927.78</del>	<del>\$ 78,451.75</del>
			\$ 50,766.73	\$ 65,366.16	\$ 80,216.91
Administration	Administrative Assistant	1	<del>\$ 47,546</del>	<del>\$ 62,042</del>	<del>\$ 77,117</del>
			\$ 48,615	\$ 63,438	\$ 78,852
Administration	Finance Director	1	Services provided by contractor		
Administration	Assistant Finance Director	1	Services provided by contractor		
Administration	Senior Financial Analyst	1	Services provided by contractor		

**EXHIBIT A**

**Authorized Positions and Pay Plan**

2.25%

Department	Title	Authorized Positions	Salary Range		
			Low	Mid	High
Administration	Digital Communications Technician	1	<del>\$ 447,334</del> \$ 457,399	<del>\$ 59,258</del> \$ 60,591	<del>\$ 73,759</del> \$ 75,419
Administration (NRC)	Intern	2	<del>\$ 11.54</del> \$ 11.80	<del>\$ 13.31</del> \$ 13.61	<del>\$ 15.34</del> \$ 15.69
Administration	Intern	0	\$ 15.00 \$ 15.34	\$ 17.50 \$ 17.89	\$ 20.00 \$ 20.45
Public Safety	Police Chief	1	<del>\$ 136,839</del> \$ 139,918	<del>\$ 154,233</del> \$ 157,704	<del>\$ 183,225</del> \$ 187,348
Public Safety	Deputy Chief	1	<del>\$ 130,751</del> \$ 133,693	<del>\$ 145,536</del> \$ 148,811	<del>\$ 160,032</del> \$ 163,633
Public Safety	Director of Police Administration	1	<del>\$ 68,460</del> \$ 70,000	<del>\$ 83,129</del> \$ 85,000	<del>\$ 97,800</del> \$ 100,000
Public Safety	Sergeants	5	Compensation Under Collective Bargaining Agreement		
Public Safety	Patrolman (Officers)	16	Compensation Under Collective Bargaining Agreement		
Public Safety	Patrolman Part Time	5	Compensation Under Collective Bargaining Agreement		
Public Safety	Records Supervisor	0	<del>\$ 65,288</del> \$ 66,757	<del>\$ 80,132</del> \$ 81,935	<del>\$ 95,091</del> \$ 97,231
Public Safety	Desk Officers/Records Clerk	2	<del>\$ 47,546</del> \$ 48,615	<del>\$ 62,390</del> \$ 63,793	<del>\$ 77,233</del> \$ 78,970
Public Safety	Police Liason	0	<del>\$ 53,460</del> \$ 54,663	<del>\$ 68,303</del> \$ 69,840	<del>\$ 83,148</del> \$ 85,018
Public Safety	Part Time Desk Officers	4	<del>\$ 17.79</del> \$ 18.19	<del>\$ 20.94</del> \$ 21.41	<del>\$ 23.87</del> \$ 24.41
Public Safety	Technical Assistant	1	Vacant and Not Funded		
Public Safety	Social Worker	1	<del>\$ 65,000</del> \$ 66,463	<del>\$ 72,500</del> \$ 74,131	<del>\$ 80,000</del> \$ 85,000
Public Works	Public Works Director	1	<del>\$ 100,890</del> \$ 103,160	<del>\$ 124,662</del> \$ 127,467	<del>\$ 148,436</del> \$ 165,000

**EXHIBIT A**

**Authorized Positions and Pay Plan**

2.25%

Department	Title	Authorized Positions	Salary Range		
			Low	Mid	High
Public Works	Public Works Superintendent	0	Vacant and Not Funded		
Public Works	Foreman	0	Vacant and Not funded		
Public Works	Crew Leader	1	Compensation Under Collective Bargaining Agreement		
Public Works	Maintenance Worker	3	Compensation Under Collective Bargaining Agreement		
Public Works	Mechanic	1	Compensation Under Collective Bargaining Agreement		
Public Works	Water Operator	1	Compensation Under Collective Bargaining Agreement		
Public Works	Administrative Assistant	1	<del>\$ 47,546</del> \$ 48,615	<del>\$ 62,042</del> \$ 63,438	<del>\$ 77,117</del> \$ 78,852
Public Works	Seasonal Staff	2	<del>\$ 11.94</del> \$ 12.21	<del>\$ 14.86</del> \$ 15.19	<del>\$ 17.79</del> \$ 18.19



April 15, 2025

TO: Mayor Patrick Ludvigsen, Members of City Council, Administration and Staff

FROM: Finance Department

RE: **Fiscal Year 2025-2026 City of Prospect Heights Proposed Budget**

As a result of the budget workshop meetings held in March attached for your approval is the final proposed operating budget for the City of Prospect Heights for FY2025-2026. Per below, revenues exceed expenditures by \$3,430,151. The proposed budget is summarized as follows:

FY2025-26 Fund name	Proposed Budget FY 25-26		
	Budgeted Revenue	Budgeted Expenditures	Net Revenue (Expense)
<b>General Fund</b>			
General Fund	12,031,892	11,264,835	767,057
<b>Special Revenue Funds</b>			
Motor Fuel Tax	960,000	2,075,000	(1,115,000)
Muir Pointe TIF	25,000	75,000	(50,000)
Tourism District	450,500	643,620	(193,120)
DEA Seizure	2,500	306,040	(303,540)
Solid Waste	618,000	603,000	15,000
SSA #2	-	10,000	(10,000)
SSA #3	-	10,000	(10,000)
SSA #4	-	10,000	(10,000)
SSA #5	34,375	25,500	8,875
SSA #8	175,025	51,500	123,525
<b>Capital Project Fund</b>			
Capital Improvements	5,486,490	1,914,914	3,571,576
<b>Debt Service Funds</b>			
Road Construction	1,289,133	1,288,633	500
SSA #6 Construction	218,800	218,523	277
<b>Enterprise Funds</b>			
Water	1,183,800	1,092,950	90,850
Sanitary Sewer	856,000	795,950	60,050
Parking	129,500	179,000	(49,500)
<b>Fiduciary Fund</b>			
Police Pension	2,477,757	1,944,156	533,601
<b>Total</b>	<b>25,938,772</b>	<b>22,508,621</b>	<b>3,430,151</b>

Please note, the proposed budget includes the following highlights as discussed in our workshops:

General Fund

- Admin & Finance – Website upgrade (\$11k), Consultant (\$25k)
- Bldg & Zoning – Part-Time staff person (\$20k)
- Public Works – PW Citywide Asset Program (\$28k)
- Interfund transfers – Budgeted for FY26 - \$1MM GF to Capital, \$50k SWANCC to Capital, \$115k GF to parking.

Tourism- Rock the Runway/Block Party expenditures (\$50k)

DEA - Public Safety – 2 Police vehicle purchases (\$115k), State mandated Body-worn cameras (\$20k), Police vehicle laptops (40K)

Police Pension - \$1.585MM contribution from 2024 tax levy (\$496k) and general fund support (\$1.088MM). This amount represents 100% of Actuary recommended contribution and 253% or State minimum required contribution

Capital Improvements – Capital projects planned for FY26 totaling \$8.5MM to be funded by \$4.4MM grant awards and \$4.1MM City support

Water Fund - Water rate increase of 1.8% - from 60.28 (FY25) to \$61.35 (FY26)

**ORDINANCE NO. O-25-07**  
**AN ORDINANCE ADOPTING THE ANNUAL BUDGET 2025-26**

**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 2025-26 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 2025-26 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.

**PASSED and APPROVED this 28th day of April, 2025**

\_\_\_\_\_  
Patrick Ludvigsen, City Mayor

ATTEST:

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

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

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

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

Published in pamphlet form April 29, 2025

Fund	Account	Description	Amount
<b>NET ACTIVITY BY FUND</b>			
		GENERAL	767,057
		MFT	(1,115,000)
		MUIR POINTE TIF	(50,000)
		TOURISM	(193,120)
		DEA	(303,540)
		SWANCC	15,000
		SSA'S 1-4	(30,000)
		SSA5	8,875
		SSA8	123,525
		CAPITAL	3,571,576
		ROAD CONSTRUCTION DEBT	500
		SSA6 DEBT	277
		WATER	90,850
		PARKING	(49,500)
		SEWER	60,050
		POLICE PENSION	533,601
			3,430,151

**FUND 01 - GENERAL FUND**

GENERAL	01-105-3000	PROPERTY TAX	496,750
GENERAL	01-105-3005	USE TAX	310,000
GENERAL	01-105-3006	NON-HOME RULE SALES TAX	850,000
GENERAL	01-105-3010	UTILITY - ELECTRIC	340,000
GENERAL	01-105-3011	UTILITY - NATURAL GAS	185,000
GENERAL	01-105-3012	UTILITY- TELEPHONE	120,000
GENERAL	01-105-3030	ROAD & BRIDGE TAXES	20,000
GENERAL	01-105-3040	RENTAL CAR TAXES	30,000
GENERAL	01-105-3050	PLACES FOR EATING TAX	400,000
GENERAL	01-105-3060	HANDLE TAX - OTB/SB	180,000
GENERAL	01-105-3064	CANNABIS TAX	240,000
GENERAL	01-105-3065	VIDEO GAMING TAX	320,000
GENERAL	01-105-3066	PULL TAB AND CHARITABLE GAMING TAX	5,000

Fund	Account	Description	Amount
GENERAL	01-110-3100	INCOME TAXES	2,750,000
GENERAL	01-110-3101	PERSONAL PROPERTY REPLACE TAX	8,000
GENERAL	01-110-3110	SALES TAXES	1,750,000
GENERAL	01-110-3111	SHARED REV-GLENVIEW	350,000
GENERAL	01-110-3113	SHARED REV-WHEELING (CEA)	60,000
GENERAL	01-115-3200	GRANT REVENUE	-
GENERAL	01-115-3211	GRANT REVENUE - DCEO	-
GENERAL	01-115-3215	GRANT-IPFR SAFETY GRANT	18,007
GENERAL	01-115-3246	GRANT-POLICE EQUIPMENT	2,500
GENERAL	01-120-3300	VEHICLE STICKERS	700,000
GENERAL	01-120-3310	VEH. STICKERS SENIORS	35,000
GENERAL	01-120-3320	VEH. STICKERS LATE FEES	35,000
GENERAL	01-120-3321	VEH. STICKERS TRANSFERS	200
GENERAL	01-120-3342	LICENSES - ANIMALS	10,000
GENERAL	01-120-3343	LICENSES - LIQUOR	100,000
GENERAL	01-120-3344	LICENSES - BUSINESS	40,000
GENERAL	01-120-3345	LICENSES - FOOD HANDLERS	10,000
GENERAL	01-120-3346	LICENSES - CONTRACTORS	35,000
GENERAL	01-120-3348	LICENSE - AGREEMENTS	45,000
GENERAL	01-125-3350	CABLE FRANCHISE FEES	160,000
GENERAL	01-125-3351	CABLE FRANCHISE FEES-PEG FEES	15,000
GENERAL	01-125-3355	SOLID WASTE FRANCHISE FEES	112,000
GENERAL	01-125-3360	NATURAL GAS FRANCHISE FEES	32,000
B&Z	01-130-3400	BUILDING PERMITS	320,000
B&Z	01-130-3402	PUBLIC HEARING FEES	3,000
B&Z	01-130-3403	INSPECTIONS - ELEVATORS	4,900
B&Z	01-130-3406	INSPECTIONS - BUILDING	16,000
B&Z	01-130-3407	ENGINEERING PERMIT FEES	12,500
B&Z	01-130-3408	VACANT FORECLOSURE REGISTRATIONS	3,300
B&Z	01-130-3411	INSPECTIONS - RENTALS	231,125
POLICE	01-140-3500	COURT FINES AND REDLIGHT	400,000
POLICE	01-140-3505	LOCAL CITATIONS	123,000

Fund	Account	Description	Amount
POLICE	01-140-3515	ADMINISTRATIVE TOW FEE	32,000
POLICE	01-140-3520	DUI ASSESSMENTS	1,500
POLICE	01-140-3525	POLICE ALARM LICENSES & FEES	5,000
POLICE	01-145-3551	POLICE REVENUE-TASK FORCE	19,500
POLICE	01-145-3553	POLICE REVENUE-SPECIAL DETAILS	60,000
POLICE	01-145-3555	POLICE REVENUE - SEIZED ASSETS	500
GENERAL	01-150-3613	CVB/TOURISM SERVICE CHARGE	67,500
GENERAL	01-150-3617	SOLID WASTE SERVICE CHARGE	105,000
GENERAL	01-155-3703	RETIREE INS REIMB (100%)	77,500
GENERAL	01-155-3720	FIRE DISTRICT GAS REIMB.	5,500
	01-155-3721	PARK DISTRICT REIMBURSEMENT	6,000
GENERAL	01-155-3730	INSURANCE REIMBURSEMENTS	15,000
GENERAL	01-155-3741	BUILDING & ENG DEPT REIMB FEES	1,000
GENERAL	01-155-3745	PUBLIC SAFETY REIMBURSABLE FEE	8,650
GENERAL	01-160-3800	INTEREST INCOME	50,000
GENERAL	01-160-3801	INTEREST INCOME - IL FUNDS	400,000
GENERAL	01-160-3802	INTEREST INCOME - PMA	100,000
GENERAL	01-160-3810	NEWSLETTER ADVERTISING	5,500
GENERAL	01-160-3815	SPONSORSHIP & CONTRIBUTIONS	10,000
GENERAL	01-160-3820	SALE OF CITY PROPERTY	-
GENERAL	01-160-3830	GASOLINE REBATE	1,800
GENERAL	01-160-3899	MISCELLANEOUS INCOME	20,000
GENERAL	01-200-3990	INTERFUND TRANSFERS	161,660
<b>General</b>		<b>FUND 01 REVENUE</b>	<b>12,031,892</b>

**DEPT 310 - CITY COUNCIL EXPENDITURES**

city council	01-310-4000	WAGES	105,100
city council	01-310-4003	WAGES - PARTTIME	-
city council	01-310-4100	HEALTH INSURANCE	11,500
city council	01-310-4110	LIFE INSURANCE	100
city council	01-310-4200	SOCIAL SECURITY	6,500
city council	01-310-4210	MEDICARE	1,550
city council	01-310-4220	IMRF	3,300

Fund	Account	Description	Amount
city council	01-310-5100	PROFESSIONAL SERVICES	-
city council	01-310-5300	ALDERMANIC EXPENSES	3,000
city council	01-310-5310	MEMBERSHIPS	12,300
city council	01-310-5950	SPECIAL EVENTS	5,000
city council	01-310-5960	NRC OPERATIONS	8,200
city council	01-310-7020	EQUIPMENT	23,000
<b>DEPT 310</b>		<b>TOTAL CITY COUNCIL</b>	<b>179,550</b>

<b>DEPT 320 - ADMINISTRATION DEPARTMENT EXPENDITURES</b>			
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ADMIN	01-320-4000	WAGES	388,900
ADMIN	01-320-4003	WAGES - PARTTIME	-
ADMIN	01-320-4100	HEALTH INSURANCE	67,000
ADMIN	01-320-4110	LIFE INSURANCE	350
ADMIN	01-320-4200	SOCIAL SECURITY	24,000
ADMIN	01-320-4210	MEDICARE	5,600
ADMIN	01-320-4220	IMRF	25,900
ADMIN	01-320-5100	PROF SERVICES	43,700
ADMIN	01-320-5105	PROF SERVICES-ENGR	60,000
ADMIN	01-320-5106	PROF SERVICES - GIS	20,000
ADMIN	01-320-5130	COMPUTER CONSULTANT	17,000
ADMIN	01-320-5200	POSTAGE	15,400
ADMIN	01-320-5220	PHOTOCOPY	11,000
ADMIN	01-320-5221	PRINTING	20,400
ADMIN	01-320-5222	LEGAL NOTICES	2,000
ADMIN	01-320-5230	WEBSITE	20,400
ADMIN	01-320-5310	MEMBERSHIPS	2,700
ADMIN	01-320-5330	TRAINING & PROF DEVELOPMENT	-
ADMIN	01-320-5340	TUITION REIMBURSEMENT	-
ADMIN	01-320-5410	UTILITIES	28,000
ADMIN	01-320-5430	CREDIT CARD & BANK CHARGES	15,000
ADMIN	01-320-5500	LIABILITY INSURANCE	27,300
ADMIN	01-320-5501	INSURANCE DEDUCTIBLES	2,500
ADMIN	01-320-5530	WORKERS COMP INSURANCE	3,200

Fund	Account	Description	Amount
ADMIN	01-320-5700	OFFICE SUPPLIES	8,000
ADMIN	01-320-5820	PUBLICATIONS	-
ADMIN	01-320-5951	EMPLOYEE RECOGNITION	500
ADMIN	01-320-7020	EQUIPMENT	5,000
<b>DEPT 320</b>		<b>TOTAL ADMINISTRATION</b>	<b>813,850</b>
<b>DEPT 322 - FINANCE DEPARTMENT EXPENDITURES</b>			
FINANCE	01-322-5101	AUDIT	22,200
FINANCE	01-322-5102	FINANCIAL SERVICES	146,200
FINANCE	01-322-5310	MEMBERSHIPS	1,000
FINANCE	01-322-5541	ACCTG SERVICE FEES	13,500
<b>DEPT 322</b>		<b>TOTAL FINANCE</b>	<b>182,900</b>
<b>DEPT 324 - LEGAL DEPARTMENT EXPENDITURES</b>			
LEGAL	01-324-5120	CITY ATTORNEY	240,000
LEGAL	01-324-5121	ADJUDICATION FEES	12,000
LEGAL	01-324-5122	CITY PROSECUTOR (TRESSLER)	33,000
LEGAL	01-324-5123	LABOR ATTORNEY (ACKERMAN)	30,000
LEGAL	01-324-5125	OUTSIDE COUNSEL (OTHER)	2,000
<b>DEPT 324</b>		<b>TOTAL LEGAL</b>	<b>317,000</b>
<b>DEPT 340 - COMMUNITY DEVELOPMENT DEPARTMENT EXPENDITURES</b>			
B&Z	01-340-4000	WAGES	377,000
B&Z	01-340-4100	HEALTH INSURANCE	59,000
B&Z	01-340-4110	LIFE INSURANCE	400
B&Z	01-340-4200	SOCIAL SECURITY	23,000
B&Z	01-340-4210	MEDICARE	5,400
B&Z	01-340-4220	IMRF	23,000
B&Z	01-340-5100	PROFESSIONAL SERVICES	160,000
B&Z	01-340-5111	BILLABLE ENGINEERING	10,000
B&Z	01-340-5221	PRINTING	1,500
B&Z	01-340-5222	LEGAL NOTICES	2,000
B&Z	01-340-5310	MEMBERSHIPS	1,500

Fund	Account	Description	Amount
B&Z	01-340-5330	TRAINING	4,000
B&Z	01-340-5500	LIABILITY INSURANCE	2,700
B&Z	01-340-5530	WORKERS COMP INSUR	4,000
B&Z	01-340-5700	OFFICE SUPPLIES	4,000
B&Z	01-340-5751	GASOLINE	2,500
B&Z	01-340-5820	PUBLICATIONS	4,000
B&Z	01-340-7020	EQUIPMENT	18,000
<b>DEPT 340</b>		<b>TOTAL COMM DEV</b>	<b>702,000</b>

<b>DEPT 350 - PUBLIC WORKS DEPARTMENT EXPENDITURES</b>			
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PW	01-350-4000	WAGES	496,700
PW	01-350-4001	ALLOCATED WAGES & BENEFITS	(50,000)
PW	01-350-4003	WAGES - PART-TIME	17,000
PW	01-350-4010	OVERTIME	25,000
PW	01-350-4100	HEALTH INSURANCE	157,000
PW	01-350-4110	LIFE INSURANCE	600
PW	01-350-4200	SOCIAL SECURITY	31,700
PW	01-350-4210	MEDICARE	7,400
PW	01-350-4220	IMRF	35,700
PW	01-350-5020	VEHICLE MAINTENANCE	55,000
PW	01-350-5031	SIGNAL MAINTENANCE	27,000
PW	01-350-5100	PROFESSIONAL SERVICES	34,000
PW	01-350-5103	PROF SERVICES - FORESTRY	27,000
PW	01-350-5104	PROF SERVICES - BUILDING MAIN	75,000
PW	01-350-5106	PROF SERVICES - STREETS/DRAIN	60,000
PW	01-350-5310	MEMBERSHIPS	2,000
PW	01-350-5330	TRAINING	6,500
PW	01-350-5410	UTILITIES/CELL PHONE/CABLE	12,500
PW	01-350-5411	WATER AND ELECTRIC PURCHASES	11,000
PW	01-350-5421	DUMP CHARGES	2,000
PW	01-350-5441	LICENSES	
PW	01-350-5500	LIABILITY INSURANCE PREMIUM	40,900
PW	01-350-5510	RENTAL EQUIPMENT	500

Fund	Account	Description	Amount
PW	01-350-5530	WORKERS COMP INSUR	19,400
PW	01-350-5610	EQUIPMENT MAINTENANCE	5,000
PW	01-350-5632	ICE CONTROL MAINTENANCE	60,000
PW	01-350-5634	STONE & CONCRETE	20,000
PW	01-350-5635	STORM SEWER & PIPE	4,500
PW	01-350-5650	LANDSCAPE SUPPLIES	20,000
PW	01-350-5700	OFFICE SUPPLIES	2,000
PW	01-350-5710	OPERATING SUPPLIES	24,000
PW	01-350-5721	SIGNS	4,000
PW	01-350-5730	TOOLS	4,000
PW	01-350-5751	GASOLINE	18,000
PW	01-350-7011	IMPROVEMENTS - PW	38,000
PW	01-350-7020	EQUIPMENT	15,500
PW	01-350-7023	SAFETY EQUIPMENT	5,000
PW	01-350-7025	HARDWARE/SOFTWARE	31,000
<b>DEPT 350</b>		<b>TOTAL PUBLIC WORKS</b>	<b>1,344,900</b>

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**DEPT 360 - PUBLIC SAFETY DEPARTMENT EXPENDITURES**


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police	01-360-4000	WAGES	702,000
police	01-360-4001	WAGES - SWORN OFFICERS	2,291,553
police	01-360-4002	WAGES - EXTRA STRAIGHT PAY	40,000
police	01-360-4004	WAGES - PART-TIME SWORN OFFCRS	92,500
police	01-360-4010	OVERTIME - ADMIN	4,500
police	01-360-4011	OVERTIME - SWORN OFFICERS	168,000
police	01-360-4100	HEALTH INSURANCE	510,500
police	01-360-4110	LIFE INSURANCE	2,300
police	01-360-4120	UNEMPLOYMENT INSURANCE	3,500
police	01-360-4200	SOCIAL SECURITY	56,500
police	01-360-4210	MEDICARE	42,000
police	01-360-4220	IMRF	26,000
police	01-360-4230	PENSION CONTRIBUTION - R/E TAX	496,750
police	01-360-4231	PENSION CONTRIBUTION-CITY GF	1,088,530
police	01-360-5100	PROFESSIONAL SERVICES	85,000

<b>Fund</b>	<b>Account</b>	<b>Description</b>	<b>Amount</b>
police	01-360-5140	PRISONERS CARE	1,500
police	01-360-5141	KENNEL FEES	800
police	01-360-5200	POSTAGE	3,000
police	01-360-5220	PHOTOCOPY	5,000
police	01-360-5221	PRINTING	3,000
police	01-360-5240	NORTHWEST CENTRAL DISPATCH	185,000
police	01-360-5310	MEMBERSHIPS	76,643
police	01-360-5321	AUTO EXPENSE	4,500
police	01-360-5330	TRAINING	30,000
police	01-360-5340	TUITION REIMBURSEMENT	6,000
police	01-360-5410	UTILITIES	15,000
police	01-360-5500	LIABILITY INSURANCE PREMIUM	81,800
police	01-360-5510	RENTAL EQUIPMENT	1,000
police	01-360-5530	WORKERS COMP INSUR	129,300
police	01-360-5610	EQUIPMENT MAINTENANCE	8,809
police	01-360-5611	RADIO MAINTENANCE	1,500
police	01-360-5700	OFFICE SUPPLIES	5,200
police	01-360-5710	OPERATING SUPPLIES	10,000
police	01-360-5740	RANGE SUPPLIES	12,000
police	01-360-5741	CLOTHING	27,000
police	01-360-5751	GASOLINE	58,000
police	01-360-5820	PUBLICATIONS	200
police	01-360-7022	POLICE - SMALL EQUIPMENT	21,500
police	01-365-5981	DUI EXPENSE	5,000
	01-365-5983	SEIZED ASSET EXPENSE	3,000
<b>DEPT 360/65</b>		<b>TOTAL PUBLIC SAFETY</b>	<b>6,304,385</b>

Fund	Account	Description	Amount
REIMB EXP	01-370-4101	RETIREE HEALTH INSUR REIMB	105,000
REIMB EXP	01-370-5102	GRANT WRITER	18,000
REIMB EXP	01-370-5751	GASOLINE	7,000
MISC	01-380-5975	SALES TAX REBATE	175,000
MISC	01-380-5999	MISCELLANEOUS EXPENSE	250
xfers	01-600-8090	INTERFUND TRANSFER OUT	1,115,000
<b>GENERAL</b>		<b>TOTAL OTHER</b>	<b>1,420,250</b>
<b>GENERAL</b>		<b>FUND 01 EXPENSES</b>	<b>11,264,835</b>
<b>GENERAL</b>		<b>FUND 01 NET</b>	<b>767,057</b>
<b>FUND 11 - MOTOR FUEL TAX FUND</b>			
MFT	11-100-3801	INTEREST INCOME - IL FUNDS	250,000
MFT	11-110-3120	MOTOR FUEL TAX	710,000
<b>MFT</b>		<b>FUND 11 REVENUE</b>	<b>960,000</b>
MFT	11-300-5100	PROFESSIONAL SERVICES	25,000
MFT	11-300-5430	BANK FEES	
MFT	11-300-7020	EQUIPMENT	
MFT	11-500-7050	ROAD CONSTRUCTION	400,000
MFT	11-500-7051	SIDEWALKS	
MFT	11-500-7062	STORMWATER IMPROVEMENTS	1,650,000
MFT	11-600-8090	INTERFUND TRANSFER OUT	
<b>MFT</b>		<b>FUND 11 EXPENSES</b>	<b>2,075,000</b>
<b>MFT</b>		<b>FUND 11 NET</b>	<b>(1,115,000)</b>
<b>FUND 12 - MUIR POINTE TIF</b>			
TIF	12-100-3000	REAL ESTATE TAXES	25,000
<b>TIF</b>		<b>FUND 12 REVENUE</b>	<b>25,000</b>
TIF	12-300-5100	PROFESSIONAL SERVICES	50,000
TIF	12-300-5105	PROF SERVICES-ENGR	25,000
TIF	12-500-7020	IMPROVEMENTS	
<b>TIF</b>		<b>FUND 11 EXPENSES</b>	<b>75,000</b>
<b>TIF</b>		<b>FUND 12 NET</b>	<b>(50,000)</b>

Fund	Account	Description	Amount
<b>FUND 13 - TOURISM FUND</b>			
Tourism	13-100-3020	HOTEL TAXES	450,000
Tourism	13-100-3800	INTEREST INCOME	500
Tourism	13-100-3899	MISCELLANEOUS INCOME	-
<b>Tourism</b>		<b>FUND 13 REVENUE</b>	<b>450,500</b>
Tourism	13-300-5101	AUDIT	2,200
Tourism	13-300-5102	FINANCIAL SERVICES	15,600
Tourism	13-300-5108	BEAUTIFICATION	65,000
Tourism	13-300-5310	MEMBERSHIPS	60,000
Tourism	13-300-5401	SERVICE CHARGE - GENERAL FUND	67,500
Tourism	13-300-5430	BANK CHARGES	-
Tourism	13-300-5950	SPECIAL EVENTS	50,000
Tourism	13-300-5610	EQUIPMENT MAINTENANCE	3,000
Tourism	13-300-5920	PROMOTIONAL GRANTS	114,660
Tourism	13-500-7020	Capital - Improv/Equip	104,000
Tourism	13-600-8090	INTERFUND TRANSFER OUT	161,660
<b>Tourism</b>		<b>FUND 13 EXPENSES</b>	<b>643,620</b>
<b>Tourism</b>		<b>FUND 13 NET</b>	<b>(193,120)</b>
<b>FUND 16 - DEA FUND</b>			
DEA	16-100-3551	POLICE REVENUE-TASK FORCE	-
DEA	16-100-3800	INTEREST INCOME	2,500
<b>DEA</b>		<b>FUND 16 REVENUE</b>	<b>2,500</b>
DEA	16-300-4011	OVERTIME-SWORN SERVICES	23,000
DEA	16-300-5100	PROFESSIONAL SERVICES	29,900
DEA	16-300-5310	MEMBERSHIP	3,000
DEA	16-300-5330	TRAINING	15,000
DEA	16-300-5610	EQUIPMENT MAINTENANCE	54,640
DEA	16-300-5710	OPERATING SUPPLIES	4,000
DEA	16-300-5720	POLICE- SMALL EQUIPMENT	61,500
DEA	16-500-7020	POLICE - EQUIPMENT - CAPITAL	115,000
<b>DEA</b>		<b>FUND 16 EXPENSES</b>	<b>306,040</b>
<b>DEA</b>		<b>FUND 16 NET</b>	<b>(303,540)</b>

Fund	Account	Description	Amount
<b>FUND 17 - SOLID WASTE FUND</b>			
Solid Waste	17-100-3355	SOLID WASTE FEES	618,000
	<b>Solid Waste</b>	<b>FUND 17 REVENUE</b>	<b>618,000</b>
Solid Waste	17-300-5401	SERVICE CHG - GEN FUND	105,000
Solid Waste	17-300-5420	SWANCC CHARGES	448,000
Solid Waste	17-600-8090	INTERFUND TRANSFER OUT	50,000
	<b>Solid Waste</b>	<b>FUND 17 EXPENSES</b>	<b>603,000</b>
	<b>Solid Waste</b>	<b>FUND 17 NET</b>	<b>15,000</b>
<b>FUND 22 - SSA #2 FUND</b>			
SSA #2	22-100-3000	REAL ESTATE TAXES	-
SSA #2	22-100-3800	INTEREST INCOME	-
	<b>SSA #2</b>	<b>FUND 22 REVENUE</b>	<b>-</b>
SSA #2	22-300-5100	PROFESSIONAL SERVICES	10,000
	<b>SSA #2</b>	<b>FUND 22 EXPENSES</b>	<b>10,000</b>
	<b>SSA #2</b>	<b>FUND 22 NET</b>	<b>(10,000)</b>
<b>FUND 23 - SSA #3 FUND</b>			
SSA #3	23-100-3000	REAL ESTATE TAXES	-
SSA #3	23-100-3800	INTEREST INCOME	-
	<b>SSA #3</b>	<b>FUND 23 REVENUE</b>	<b>-</b>
SSA #3	23-300-5100	PROFESSIONAL SERVICES	10,000
	<b>SSA #3</b>	<b>FUND 23 EXPENSES</b>	<b>10,000</b>
	<b>SSA #3</b>	<b>FUND 23 NET</b>	<b>(10,000)</b>
<b>FUND 24 - SSA #4 FUND</b>			
SSA #4	24-100-3000	REAL ESTATE TAXES	-
SSA #4	24-100-3800	INTEREST INCOME	-
	<b>SSA #4</b>	<b>FUND 24 REVENUE</b>	<b>-</b>
SSA #4	24-300-5100	PROFESSIONAL SERVICES	10,000

<b>Fund</b>	<b>Account</b>	<b>Description</b>	<b>Amount</b>
	<b>SSA #4</b>	<b>FUND 24 EXPENSES</b>	<b>10,000</b>
	<b>SSA #4</b>	<b>FUND 24 NET</b>	<b>(10,000)</b>
<b>FUND 25 - SSA #5 FUND</b>			
SSA #5	25-100-3000	REAL ESTATE TAXES	34,175
SSA #5	25-100-3800	INTEREST INCOME	200
	<b>SSA #5</b>	<b>FUND 25 REVENUE</b>	<b>34,375</b>
SSA #5	25-300-5050	SYSTEM MAINTENANCE	15,000
SSA #5	25-300-5100	PROFESSIONAL SERVICES	5,000
SSA #5	25-300-5500	LIABILITY INSURANCE	5,500
SSA #5	25-300-7053	DRAINAGE IMPROVEMENTS	-
	<b>SSA #5</b>	<b>FUND 25 EXPENSES</b>	<b>25,500</b>
	<b>SSA #5</b>	<b>FUND 25 NET</b>	<b>8,875</b>
<b>FUND 28 - SSA #8 FUND</b>			
SSA #8	28-100-3000	REAL ESTATE TAXES	174,725
SSA #8	28-100-3800	INTEREST INCOME	300
	<b>SSA #8</b>	<b>FUND 28 REVENUE</b>	<b>175,025</b>
SSA #8	28-300-5100	PROFESSIONAL SERVICES	40,000
SSA #8	28-300-5410	UTILITIES	2,500
SSA #8	28-300-5500	LIABILITY INSURANCE	5,500
SSA #8	28-300-5710	OPERATING SUPPLIES	1,000
SSA #8	28-300-7020	EQUIPMENT	2,500
	<b>SSA #8</b>	<b>FUND 28 EXPENSE</b>	<b>51,500</b>
	<b>SSA #8</b>	<b>FUND 28 NET</b>	<b>123,525</b>
<b>FUND 30 - CAPITAL PROJECTS FUND</b>			
Capital	30-115-3200	GRANT REVENUE	4,436,490
Capital	30-200-3990	INTERFUND TRANSFER IN	1,050,000
	<b>CIP</b>	<b>FUND 30 REVENUE</b>	<b>5,486,490</b>
Capital	30-550-7020	CITY IMPROVEMENTS	306,000
Capital	30-550-7021	CITY EQUIPMENT	98,500

Fund	Account	Description	Amount
Capital	30-550-7050	STREET RESURFACING	125,000
Capital	30-550-7060	SIDEWALKS	225,414
Capital	30-550-7062	STORMWATER PROJECTS	1,160,000
Capital	30-550-7063	DRAINAGE IMPROVEMENTS	
Capital	30-550-7064	DRAINAGE IMPR-WILLOW RD	
Capital	30-550-7065	DRAINAGE IMPR-ARLINGTON	
<b>Capital</b>		<b>FUND 30 EXPENSE</b>	<b>1,914,914</b>
<b>Capital</b>		<b>FUND 30 NET</b>	<b>3,571,576</b>

**FUND 41 ROAD CONSTRUCTION DEBT FUND**

Road Debt	41-100-3000	REAL ESTATE TAXES	1,288,633
Road Debt	41-100-3800	INTEREST INCOME	500
<b>Rd Constr Debt</b>		<b>FUND 41 REVENUE</b>	<b>1,289,133</b>
Road Debt	41-400-6000	PRINCIPAL	1,190,000
Road Debt	41-400-6010	INTEREST	98,633
Road Debt	41-400-6120	BOND ISSUANCE COSTS	-
Road Debt	41-400-6125	BOND PROCEEDS	-
Road Debt	41-400-6126	BOND PROCEEDS DISCOUNT	-
Road Debt	41-400-6127	BOND PROCEEDS PREMIUM	-
Road Debt	41-400-6128	PAYMENT TO ESCROW AGENT	-
<b>Rd Constr Debt</b>		<b>FUND 41 EXPENSES</b>	<b>1,288,633</b>
<b>Rd Constr Debt</b>		<b>FUND 41 NET</b>	<b>500</b>

**FUND 46 - SSA #6 DEBT FUND**

SSA6 Debt	46-100-3000	REAL ESTATE TAXES	218,500
SSA6 Debt	46-100-3800	INTEREST INCOME	300
SSA6 Debt	46-160-3899	MISCELLANEOUS INCOME	-
<b>SSA #6</b>		<b>FUND 46 REVENUE</b>	<b>218,800</b>

Fund	Account	Description	Amount
SSA6 Debt	46-300-5430	BANK FEES	1,200
SSA6 Debt	46-400-6000	PRINCIPAL	190,000
SSA6 Debt	46-400-6010	INTEREST	27,323
<b>SSA #6</b>		<b>FUND 46 EXPENSES</b>	<b>218,523</b>
<b>SSA #6</b>		<b>FUND 46 NET</b>	<b>277</b>

**FUND 51 - WATER FUND**

Water	51-100-3800	INTEREST INCOME	75,000
Water	51-100-3880	WATER SALES	409,600
Water	51-100-3881	WATER DELIVERY CHARGE	445,400
Water	51-100-3882	WATER INFRASTRUCTURE RESERVE	174,300
Water	51-100-3883	WATER DEBT RETIREMENT CHARGE	-
Water	51-100-3884	WATER MAINTENANCE RESV	72,000
Water	51-100-3885	PENALTY	7,500
<b>Water</b>		<b>FUND 51 REVENUE</b>	<b>1,183,800</b>

Water	51-300-4000	WAGES	92,800
Water	51-300-4010	OVERTIME	4,000
Water	51-300-4100	HEALTH INSURANCE	46,600
Water	51-300-4110	LIFE INSURANCE	100
Water	51-300-4200	SOCIAL SECURITY	6,000
Water	51-300-4210	MEDICARE	1,400
Water	51-300-4220	IMRF	6,400
Water	51-300-5000	BUILDING MAINTENANCE	15,000
Water	51-300-5050	SYSTEM MAINTENANCE	30,000
Water	51-300-5100	PROFESSIONAL SERVICES	60,000
Water	51-300-5101	AUDIT	8,800
Water	51-300-5102	FINANCIAL SERVICES	64,800
Water	51-300-5200	POSTAGE	6,500
Water	51-300-5221	PRINTING	600
Water	51-300-5310	MEMBERSHIPS	1,500
Water	51-300-5330	TRAINING	4,500
Water	51-300-5410	UTILITIES	21,000

Fund	Account	Description	Amount
Water	51-300-5412	WATER COST	385,000
Water	51-300-5430	CREDIT CARD & BANK CHARGES	14,000
Water	51-300-5500	LIABILITY INSURANCE	40,900
Water	51-300-5530	WORKERS COMPENSATION INSURANCE	4,000
Water	51-300-5634	STONE AND CONCRETE	4,000
Water	51-300-5661	METERS	10,000
Water	51-300-5750	CHEMICALS	500
Water	51-300-5751	GASOLINE	2,000
Water	51-400-6000	PRINCIPAL	-
Water	51-400-6010	INTEREST	-
Water	51-500-7020	EQUIPMENT & IMPROVEMENTS	138,250
Water	51-600-8000	DEPRECIATION	124,300
<b>Water</b>		<b>FUND 51 EXPENSES</b>	<b>1,092,950</b>
<b>Water</b>		<b>FUND 51 NET</b>	<b>90,850</b>

<b>FUND 52 - PARKING FUND</b>			
Parking	52-100-3330	PARKING FEES	14,500
Parking	52-200-3990	INTERFUND TRANSFER IN	115,000
<b>Parking</b>		<b>FUND 52 REVENUE</b>	<b>129,500</b>
Parking	52-300-4001	ALLOCATED WAGES & BENEFITS	48,000
Parking	52-300-5000	BUILDING MAINTENANCE	59,000
Parking	52-300-5100	PROFESSIONAL SERVICES	2,000
Parking	52-300-5410	UTILITIES	7,500
Parking	52-300-5511	FACILITY RENT	25,000
Parking	52-300-5632	ICE CONTROL MAINTENANCE	1,000
Parking	52-300-5710	OPERATING SUPPLIES	500
Parking	52-600-8000	DEPRECIATION	36,000
<b>Parking</b>		<b>FUND 52 EXPENSES</b>	<b>179,000</b>
<b>Parking</b>		<b>FUND 52 NET</b>	<b>(49,500)</b>

Fund	Account	Description	Amount
<b>FUND 53 - SEWER FUND</b>			
Sewer	53-100-3800	INTEREST INCOME	25,000
Sewer	53-100-3801	INTEREST INCOME-PMA	15,000
Sewer	53-100-3884	SANITARY SEWER CHARGES	810,000
Sewer	53-100-3885	PENALTY	6,000
<b>Sewer</b>		<b>FUND 53 REVENUE</b>	<b>856,000</b>
Sewer	53-300-4000	WAGES	112,000
Sewer	53-300-4100	HEALTH INSURANCE	51,500
Sewer	53-300-4110	LIFE INSURANCE	100
Sewer	53-300-4200	SOCIAL SECURITY	6,200
Sewer	53-300-4210	MEDICARE	1,500
Sewer	53-300-4220	IMRF	7,400
Sewer	53-300-5050	SYSTEM MAINTENANCE	15,000
Sewer	53-300-5100	PROFESSIONAL SERVICES	48,000
Sewer	53-300-5101	AUDIT	13,100
Sewer	53-300-5102	FINANCIAL SERVICES	96,000
Sewer	53-300-5200	POSTAGE	7,200
Sewer	53-300-5221	PRINTING	1,200
Sewer	53-300-5330	TRAINING	1,000
Sewer	53-300-5500	LIABILITY INSURANCE	68,100
Sewer	53-300-5530	WORKMAN'S COMP	1,600
Sewer	53-500-7020	EQUIPMENT	38,250
Sewer	53-500-7051	SYSTEM IMPROVEMENTS	327,800
<b>Sewer</b>		<b>FUND 53 EXPENSES</b>	<b>795,950</b>
<b>Sewer</b>		<b>FUND 53 NET</b>	<b>60,050</b>

Fund	Account	Description	Amount
<b>FUND 71 - POLICE PENSION FUND</b>			
Pension	71-100-3000	REAL ESTATE TAXES	-
Pension	71-100-3800	INTEREST INCOME	125,000
Pension	71-100-3801	NET APPRECIATION - FV INV	500,000
Pension	71-100-3860	CITY CONTRIBUTION	1,585,280
Pension	71-100-3861	EMPLOYEE CONTRIBUTION	267,477
<b>Police Pension</b>		<b>FUND 71 REVENUE</b>	<b>2,477,757</b>
Pension	71-300-4232	DISABILITY BENEFITS	110,452
Pension	71-300-4233	PENSION PAYMENTS	1,768,704
Pension	71-300-5102	ADMINISTRATION	50,000
Pension	71-300-5107	INVESTMENT EXPENSE	15,000
<b>Police Pension</b>		<b>FUND 71 EXPENSES</b>	<b>1,944,156</b>
<b>Police Pension</b>		<b>FUND 71 NET</b>	<b>533,601</b>
<b>TOTAL - ALL FUNDS</b>			<b>3,430,151</b>

From: World Food Enterprises, LLC dba Deli 4 You Market  
9 E. Camp McDonald Rd.  
Prospect Heights, IL 60070

To: Patrick Ludvigsen  
Liquor Commissioner  
City of Prospect Heights

March 10, 2025

Dear Commissioner,

My name is Margaret Antonik, and I am the owner of World with Food Enterprises, LLC doing business as Deli 4 You Market. I am writing to you regarding the application for a liquor license, which we hope to secure for our store.

As you may recall, we were previously granted a liquor license, but we chose not to take advantage of it at that time. This decision was made in light of our arrangement with Garfield's Liquor, who rented space from us. We believed that their focus on selling European liquors would better serve our customer base, which largely consists of individuals seeking authentic Polish and European products.

Unfortunately, over the past year, we have received numerous complaints from our customers regarding the Garfield's Liquor limited selection of European beers and wines. Despite my discussions with the manager and co-owner of Garfield's, urging them to enhance their offerings, it appears that their business model does not align with the needs of our community.

Given the persistent feedback from our customers and the evident gap in the market for European liquors, I respectfully request that you grant us a liquor license for Deli 4 You Market. This would allow us to better cater to our clientele and fulfill their needs for the products they are accustomed to.

We would like to apply for full liquor license. Our store hours of operation for which the license would cover are Monday to Saturday 8am – 8pm and Sunday 9am – 5pm.

As the owner of five stores, four of which currently hold liquor licenses, we have significant experience in maintaining compliance and ensuring excellence in service. Our track record demonstrates our commitment to responsible liquor sales and community satisfaction.

Thank you for considering our request. I am happy to provide any further information or discuss this matter at your convenience.

Sincerely,  
Margaret Antonik  
CEO  
World with Food Enterprises dba Deli 4 You Market

**ORDINANCE NO. O-25-08**  
**An Ordinance Amending Title 2**  
**of the Prospect Heights City Code**  
**(Liquor Licenses)**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS** as follows:

**Section 1.** That Title 2, Chapter 3, Section 9, “Licenses: Classes, Fees, Limitations on Number and Hours of Operation,” of the Prospect Heights City Code, as amended, is hereby further amended by deleting the following strikethrough text and adding the following underlined text to read as follows:

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
B-3 Retail sale of beer / wine	\$2,200.00	± <u>2</u>	7:00 A.M. to 12:00 midnight			

**Section 2:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**PASSED and APPROVED this 28th day of April, 2025.**

ATTEST:

\_\_\_\_\_  
Patrick Ludvigsen, Mayor

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

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

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

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

## Current Liquor Licenses 4-28-2025

Class Of License	Annual Fee	# of Licenses	Establishment	Monday - Thursday	Friday	Saturday	Sunday
A On premises liquor  * Retail sale of liquor to hotel guests	\$3,700.00	11	Atlantis Banquets Hilton Hotel* Player's Pub & Grill Ramada Tap House* Union Ale House Delta by Marriott* El Paisa Alegre Taco Maya Bar Salotto Pizza Pavia <u>El Ancla Mariscos</u>	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	12:00 noon to 2:00 A.M. following
A-1 On premises liquor	\$1,850.00	0	None	12:00 noon to 12:00 midnight	12:00 noon to 12:00 midnight	12:00 noon to 12:00 midnight	
A-2 On premises liquor	\$4,950.00	1	Rocky Vanders	8:00 A.M. to 4:00 A.M. following <sup>1</sup>	8:00 A.M. to 4:00 A.M. Saturday	8:00 A.M. to 4:00 A.M. Sunday	12:00 noon to 3:00 A.M. following
A-3 On premises liquor	\$4,500.00	1	House of Music and Entertainment	8:00 A.M. to 3:00 A.M. following	8:00 A.M. to 4:00 A.M. Saturday	8:00 A.M. to 4:00 A.M. Sunday	12:00 noon to 3:00 A.M. following
B Retail sale of liquor	\$2,500.00	7	Aldi Coachlite Liquors Palwaukee Liquors S&G Food & Liquors Conv. Food & Beer Garfield's Armanetti	8:00 A.M. to 12:00 midnight	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 Retail sale of beer / wine	\$2,200.00	2	Mobil (Rebel) Thornton's	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
B-2 Retail sale of beer / wine	\$2,500.00	1	Walgreens	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 Retail sale of beer / wine	\$2,500.00	<del>1</del> <u>2</u>	Tony's Finer Foods <u>Deli-4-You</u>	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 On premises liquor	\$3,700.00	3	Naomi Sushi Gabin Café Lola's Pizza Palace	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	12:00 noon to 2:00 A.M. following
C-1 On premises beer / wine	\$1,850.00	5	Monica's Restaurant Jin 28 Seoul Billiards Fry the Coop Lily's Taste	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	12:00 noon to 2:00 A.M. following
C-3 On premises beer / wine	\$1,850.00	5	Penny's Elsie's Stella's Eggcelence Wing Stop	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	8:00 A.M. to 12:00 midnight following
D On premises liquor	0.00	1	River Trails Park District	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 to \$1,000 deposit <sup>2</sup>					
SB	\$500.00	2	Rocky Vanders Hilton Hotel Bar Salotto				9:00 A.M. to 12:00 noon
P Packaged Liquor add on	\$100.00	# of prime licenses		Same hours as primary license	Same hours as primary license	Same hours as primary license	Same hours as primary license



**To:** Mayor Ludvigsen and Members of the City Council

**From:** Joe Wade, City Administrator

**Subject:** Ordinance Implementing Municipal Grocery Sales Tax

**Date:** April 10, 2025

### **Background**

The 2024 Legislative Session eliminated the longstanding state and local grocery sales tax. However, recognizing the lost revenue impact on local governments, legislation also provided the authority to implement a 1 per cent grocery sales tax locally by ordinance, for both home-rule and non-home rule municipalities.

The statewide grocery sales tax of one per cent will not be repealed until January 1, 2026. For the City of Prospect Heights, and other municipalities, to continue the local grocery tax and revenue source, the adoption of the attached ordinance and filing with the Illinois Department of Revenue is necessary. Filing must be made prior to October 1, 2025, for the tax to be imposed beginning January 1, 2026.

### **Analysis**

Although this ordinance provides for the implementation of a municipal grocery sales tax, it is stressed this is not a new tax, but an allowance for the continuation of a longstanding grocery sales tax.

Prospect Heights' one per cent sales tax provided \$582,000 to the City in 2024, or five per cent of general fund revenue. As a large source of tax revenue, this amount and impact to the general fund can only be addressed through:

- A. Implementation of the Proposed Replacement Tax
- B. Reduction in personnel/services
- C. Deferment of Pension Obligations
- D. Reduction in Capital Spending

The implementation of the replacement tax is recommended as pension deferment and capital spending reductions only create future liabilities, and staff/service reductions are contrary to community needs/demands.

**Recommendation**

The 2025-26 budget is balanced on the continuation of the grocery sales tax. Staff recommends the adoption of this ordinance.

**ORDINANCE NO. O-25-09**

**AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE CITY OF PROSPECT HEIGHTS**

**WHEREAS**, the City of Prospect Heights, Cook County, Illinois (the "City") is a unit of local government under and pursuant to the Constitution of the State of Illinois and Illinois Municipal Code, 65 ILCS 5/1-2-1, and is authorized to exercise any power and perform any function pertaining to its government and affairs for municipal purposes in such manner as the President and the Board of Trustees (the "Corporate Authorities") of the City may authorize; and

**WHEREAS**, the City of Prospect Heights ("City") is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and

**WHEREAS**, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and

**WHEREAS**, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24); and

**WHEREAS**, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and

**WHEREAS**, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipality Grocery Service Occupation Tax") (65 ILCS 5/8-11-24); and

**WHEREAS**, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and

**WHEREAS**, the Corporate Authorities of the City hereby declare that it is in the best interests of the City and its residents, that the City levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

**NOW, THEREFORE**, be it ordained, by the Mayor and City Council of the City of Prospect Heights as follows:

**Section 1. Incorporation of Recitals.** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**Section 2. Municipal Grocery Retailers' and Service Occupation Tax Imposed.** That Chapter 2-2, Municipal Occupation Taxes, be amended as set forth below with additions in bold, underline text so that the same shall be read as follows:

**2-2-13: Municipal Grocery Retailers' and Service Occupation Tax:**

- A. **A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in the City of Prospect Heights at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).**
- B. **A tax is hereby imposed upon all persons engaged in the City of Prospect Heights in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the rate of 1%. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).**

**Section 3. Illinois Department of Revenue to Administer Both Taxes.** The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

**Section 4. Clerk to file Ordinance with Illinois Department of Revenue.** As required under Section 8-11-1.3 of the Illinois Municipal Code (65 ILCS 5/8-11-1.3), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

**Section 5. Repeal of Conflicting Provisions.** All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

**Section 6. Severability.** If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

**Section 7. Headings/Captions.** The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

**Section 8. Publication.** The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

**Section 9. Effective Date.** The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

**PASSED and APPROVED** THIS 28th day of April, 2025.

\_\_\_\_\_  
Patrick Ludvigsen, City Mayor

ATTEST:

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

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

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

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



# City of Prospect Heights

Department of Engineering  
 8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070  
 Office: 847/398-6070 x 210-FAX: 847/590-1854  
[www.prospect-heights.il.us](http://www.prospect-heights.il.us)

April 9, 2025

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

Re: Levee 37 Wall Repair  
 Bid Recommendation

Dear Mr. Wade:

The City received four bids for this project on April 8, 2025 at 10:30 AM. We have reviewed all bids and the bid price extensions. The base bids ranged from \$1,148,765.00 to \$1,330,074.00. The contractors provided pricing for alternate bid items for a reduced repair scope; those prices ranged from \$1,031,272.60 to \$1,129,884.00. The engineer's opinion of probable cost was \$913,400.00. A detailed tabulation of all bids is attached.

Based on our review, the lowest responsible bidder was Alliance Contractors, Inc. of Woodstock, IL with a total bid of \$1,148,765.00. While Alliance did not have the lowest price for the alternate scope of work, use of the alternate scope cannot be assumed and will not be determined until the existing wall is fully excavated. Therefore the award of the contract should be based on the base bid price. GHA has worked with Alliance Contractors, Inc. on a number of past projects and we are confident they have the experience to successfully complete this project.

We recommend award of the contract to Alliance Contractors, Inc. at the unit prices bid and an estimated total cost of \$1,148,765.00. We further recommend that the Council allow for a 10% contingency for unforeseen underground conditions that may arise during construction.

Please feel free to contact me with any questions or comments.

Sincerely,

Daniel J. Strahan, P.E., CFM  
 City Engineer

cc: Mark Roscoe, PW Director  
 Kevin Belgrave, GHA

<b>Client:</b>	City of Prospect Heights	<b>Bid Opening Date:</b>	4/8/2025
<b>Project:</b>	Levee 37 Wall Repair	<b>Bid Opening Time:</b>	10:30AM
<b>GHA Project No:</b>	4755.076	<b>Bid Opening Location:</b>	8 N. Elmhurst Road, Prospect Heights, IL 60070
<b>Project Manager:</b>	Dan Strahan		

				Engineer's Estimate of Probable Cost		BID TABULATION							
						Alliance Contractors		Martam Construction		Lorig Construction		Copenhaver Construction	
Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TOPSOIL FURNISH AND PLACE, 4"	300.0	SQ YD	\$10.00	\$3,000.00	\$0.10	\$30.00	\$12.00	\$3,600.00	\$1.00	\$300.00	\$7.00	\$2,100.00
2	SEEDING, CLASS 2A	0.062	ACRE	\$5,000.00	\$310.00	\$48,400.00	\$3,000.80	\$9,000.00	\$558.00	\$50,000.00	\$3,100.00	\$20,000.00	\$1,240.00
3	NITROGEN FERTILIZER NUTRIENT	6.0	POUND	\$10.00	\$60.00	\$1.00	\$6.00	\$6.00	\$36.00	\$1.00	\$6.00	\$1.00	\$6.00
4	POTASSIUM FERTILIZER NUTRIENT	6.0	POUND	\$10.00	\$60.00	\$1.00	\$6.00	\$6.00	\$36.00	\$1.00	\$6.00	\$1.00	\$6.00
5	EROSION CONTROL BLANKET	300.0	SQ YD	\$10.00	\$3,000.00	\$9.50	\$2,850.00	\$6.00	\$1,800.00	\$10.00	\$3,000.00	\$3.00	\$900.00
6	INLET FILTERS	2.0	EACH	\$200.00	\$400.00	\$500.00	\$1,000.00	\$350.00	\$700.00	\$375.00	\$750.00	\$200.00	\$400.00
7	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	300.0	FOOT	\$40.00	\$12,000.00	\$24.67	\$7,401.00	\$27.00	\$8,100.00	\$26.00	\$7,800.00	\$30.00	\$9,000.00
8	MOBILIZATION	1.0	L SUM	\$33,000.00	\$33,000.00	\$185,552.00	\$185,552.00	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$85,000.00	\$85,000.00
9	CHANGEABLE MESSAGE SIGN	126.0	CAL DA	\$40.00	\$5,040.00	\$40.00	\$5,040.00	\$45.00	\$5,670.00	\$42.00	\$5,292.00	\$55.00	\$6,930.00
10	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	2,200.0	FOOT	\$1.50	\$3,300.00	\$1.20	\$2,640.00	\$1.40	\$3,080.00	\$1.25	\$2,750.00	\$2.00	\$4,400.00
11	TEMPORARY CONCRETE BARRIER	338.0	FOOT	\$40.00	\$13,520.00	\$55.00	\$18,590.00	\$36.00	\$12,168.00	\$55.00	\$18,590.00	\$15.00	\$5,070.00
12	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE), TEST LEVEL 2	1.0	EACH	\$8,500.00	\$8,500.00	\$4,194.00	\$4,194.00	\$4,800.00	\$4,800.00	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00
13	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	160.0	FOOT	\$4.00	\$640.00	\$27.00	\$4,320.00	\$32.00	\$5,120.00	\$29.00	\$4,640.00	\$32.00	\$5,120.00
14	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	240.0	FOOT	\$8.00	\$1,920.00	\$15.40	\$3,696.00	\$22.00	\$5,280.00	\$16.00	\$3,840.00	\$18.00	\$4,320.00
15	PAVEMENT MARKING REMOVAL - WATER BLASTING	150.0	SQ FT	\$30.00	\$4,500.00	\$18.00	\$2,700.00	\$26.00	\$3,900.00	\$20.00	\$3,000.00	\$30.00	\$4,500.00
16	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	73.0	FOOT	\$70.00	\$5,110.00	\$71.50	\$5,219.50	\$80.00	\$5,840.00	\$72.00	\$5,256.00	\$90.00	\$6,570.00
17	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	78.0	FOOT	\$80.00	\$6,240.00	\$104.20	\$8,127.60	\$115.00	\$8,970.00	\$106.00	\$8,268.00	\$115.00	\$8,970.00
18	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.	275.0	FOOT	\$20.00	\$5,500.00	\$17.50	\$4,812.50	\$20.00	\$5,500.00	\$18.00	\$4,950.00	\$50.00	\$13,750.00
19	HANDHOLE	1.0	EACH	\$3,400.00	\$3,400.00	\$3,123.60	\$3,123.60	\$3,500.00	\$3,500.00	\$3,200.00	\$3,200.00	\$6,000.00	\$6,000.00
20	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	1,200.0	FOOT	\$5.00	\$6,000.00	\$6.80	\$8,160.00	\$7.70	\$9,240.00	\$7.00	\$8,400.00	\$6.00	\$7,200.00
21	CONCRETE FOUNDATION, TYPE A	4.0	EACH	\$400.00	\$1,600.00	\$564.70	\$2,258.80	\$620.00	\$2,480.00	\$575.00	\$2,300.00	\$500.00	\$2,000.00
22	CONCRETE FOUNDATION, TYPE E 30-INCH DIAMETER	33.0	FOOT	\$500.00	\$16,500.00	\$864.70	\$28,535.10	\$960.00	\$31,680.00	\$875.00	\$28,875.00	\$900.00	\$29,700.00
23	DRILL EXISTING HANDHOLE	1.0	EACH	\$500.00	\$500.00	\$772.10	\$772.10	\$850.00	\$850.00	\$775.00	\$775.00	\$1,000.00	\$1,000.00
24	RELOCATE EXISTING SIGNAL HEAD	7.0	EACH	\$850.00	\$5,950.00	\$1,111.80	\$7,782.60	\$1,250.00	\$8,750.00	\$1,150.00	\$8,050.00	\$1,200.00	\$11,200.00
25	RELOCATE EXISTING TRAFFIC SIGNAL POST	1.0	EACH	\$1,000.00	\$1,000.00	\$1,941.20	\$1,941.20	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00
26	RELOCATE EXISTING MAST ARM ASSEMBLY AND POLE	2.0	EACH	\$11,000.00	\$22,000.00	\$5,956.10	\$11,912.20	\$6,500.00	\$13,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$24,000.00
27	REMOVE AND REINSTALL ELECTRIC CABLE FROM CONDUIT	1,185.0	EACH	\$2.00	\$2,370.00	\$5.20	\$6,162.00	\$6.00	\$7,110.00	\$5.25	\$6,221.25	\$10.00	\$11,850.00
28	REMOVE EXISTING HANDHOLE	1.0	EACH	\$2,200.00	\$2,200.00	\$622.10	\$622.10	\$680.00	\$680.00	\$650.00	\$650.00	\$3,100.00	\$3,100.00
29	REMOVE EXISTING CONCRETE FOUNDATION	2.0	EACH	\$650.00	\$1,300.00	\$829.40	\$1,658.80	\$920.00	\$1,840.00	\$850.00	\$1,700.00	\$1,700.00	\$3,400.00
30	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	30.0	FOOT	\$12.00	\$360.00	\$35.00	\$1,050.00	\$180.00	\$5,400.00	\$37.00	\$1,110.00	\$40.00	\$1,200.00
31	TEMPORARY TRAFFIC SIGNAL INSTALLATION	1.0	EACH	\$75,000.00	\$75,000.00	\$53,216.40	\$53,216.40	\$59,000.00	\$59,000.00	\$55,000.00	\$55,000.00	\$34,000.00	\$34,000.00
32	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1.0	L SUM	\$11,000.00	\$11,000.00	\$17,750.00	\$17,750.00	\$131,000.00	\$131,000.00	\$250,000.00	\$250,000.00	\$212,000.00	\$212,000.00
33	RELOCATE EXISTING SIGNS	7.0	EACH	\$350.00	\$2,450.00	\$400.00	\$2,800.00	\$450.00	\$3,150.00	\$425.00	\$2,975.00	\$400.00	\$2,800.00
34	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	47.0	EACH	\$25.00	\$1,175.00	\$10.00	\$470.00	\$15.00	\$705.00	\$11.00	\$517.00	\$18.00	\$846.00
35	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT	47.0	EACH	\$25.00	\$1,175.00	\$44.00	\$2,068.00	\$30.00	\$1,410.00	\$45.00	\$2,115.00	\$30.00	\$1,410.00
36	INTERCEPT EXISTING CONDUIT	1.0	EACH	\$1,200.00	\$1,200.00	\$696.50	\$696.50	\$750.00	\$750.00	\$725.00	\$725.00	\$1,800.00	\$1,800.00
37	TEMPORARY LIGHTING SYSTEM	1.0	L SUM	\$5,000.00	\$5,000.00	\$6,507.90	\$6,507.90	\$7,200.00	\$7,200.00	\$6,600.00	\$6,600.00	\$27,000.00	\$27,000.00
38	REMOVE TEMPORARY LIGHTING SYSTEM	1.0	L SUM	\$2,000.00	\$2,000.00	\$3,068.90	\$3,068.90	\$3,400.00	\$3,400.00	\$3,100.00	\$3,100.00	\$5,000.00	\$5,000.00
39	MAINTENANCE OF TEMPORARY LIGHTING SYSTEM	1.0	L SUM	\$1,000.00	\$1,000.00	\$2,046.00	\$2,046.00	\$2,400.00	\$2,400.00	\$2,100.00	\$2,100.00	\$16,000.00	\$16,000.00
40	CONSTRUCTION LAYOUT	1.0	L SUM	\$11,000.00	\$11,000.00	\$3,900.00	\$3,900.00	\$5,000.00	\$5,000.00	\$65,000.00	\$65,000.00	\$12,000.00	\$12,000.00
41	TEMPORARY INFORMATION SIGNING	103.0	SQ FT	\$35.00	\$3,605.00	\$20.00	\$2,060.00	\$25.00	\$2,575.00	\$21.00	\$2,163.00	\$20.00	\$2,060.00
42	MAINTENANCE OF LIGHTING SYSTEM	6.0	CAL MO	\$3,000.00	\$18,000.00	\$3,438.90	\$20,633.40	\$3,800.00	\$22,800.00	\$3,500.00	\$21,000.00	\$3,100.00	\$18,600.00
43	TEMPORARY TRAFFIC SIGNAL TIMING	2.0	EACH	\$4,000.00	\$8,000.00	\$1,480.00	\$2,960.00	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00
44	CONCRETE REMOVAL AND REPLACEMENT	76.2	CU YD	\$2,000.00	\$152,400.00	\$4,850.00	\$369,570.00	\$6,200.00	\$472,440.00	\$4,000.00	\$304,800.00	\$4,800.00	\$365,760.00
45	SOIL EXCAVATION AND BACKFILL	162.3	CU YD	\$250.00	\$40,575.00	\$180.00	\$29,214.00	\$292.00	\$47,391.60	\$200.00	\$32,460.00	\$220.00	\$35,706.00
46	EARTH RETENTION SYSTEM	105.0	FOOT	\$3,800.00	\$399,000.00	\$2,700.00	\$283,500.00	\$1,938.00	\$203,490.00	\$2,600.00	\$273,000.00	\$2,600.00	\$273,000.00
47	WATERSTOP LENGTH	29.0	FOOT	\$100.00	\$2,900.00	\$20.00	\$580.00	\$85.00	\$2,465.00	\$16.00	\$464.00	\$140.00	\$4,060.00
48	SEALANT	136.0	FOOT	\$15.00	\$2,040.00	\$10.00	\$1,360.00	\$36.00	\$4,896.00	\$11.00	\$1,496.00	\$50.00	\$6,800.00
49	REINFORCING STEEL	3.3	TON	\$2,000.00	\$6,600.00	\$4,000.00	\$13,200.00	\$14,000.00	\$46,200.00	\$5,000.00	\$16,500.00	\$12,000.00	\$39,600.00
<b>Total Base Bid</b>					<b>\$913,400.00</b>		<b>\$1,148,765.00</b>		<b>\$1,256,260.60</b>		<b>\$1,264,544.25</b>		<b>\$1,330,074.00</b>
Alternate Bid Scope Schedule													
44A	CONCRETE REMOVAL AND REPLACEMENT	36.4	CU YD	\$3,900.00	\$141,960.00	\$8,650.00	\$314,860.00	\$7,200.00	\$262,080.00	\$4,500.00	\$163,800.00	\$4,800.00	\$174,720.00
45A	SOIL EXCAVATION AND BACKFILL	162.3	CU YD	\$250.00	\$40,575.00	\$180.00	\$29,214.00	\$292.00	\$47,391.60	\$200.00	\$32,460.00	\$220.00	\$35,706.00
46A	EARTH RETENTION SYSTEM	105.0	FOOT	\$3,800.00	\$399,000.00	\$2,700.00	\$283,500.00	\$1,938.00	\$203,490.00	\$2,600.00	\$273,000.00	\$2,600.00	\$273,000.00
47A	WATERSTOP LENGTH	29.0	FOOT	\$100.00	\$2,900.00	\$20.00	\$580.00	\$85.00	\$2,465.00	\$16.00	\$464.00	\$140.00	\$4,060.00
48A	SEALANT	313.0	FOOT	\$15.00	\$4,695.00	\$10.00	\$3,130.00	\$36.00	\$11,268.00	\$11.00	\$3,443.00	\$50.00	\$15,650.00
49A	REINFORCING STEEL	1.8	TON	\$2,200.00	\$3,960.00	\$4,000.00	\$7,200.00	\$14,000.00	\$25,200.00	\$6,000.00	\$10,800.00	\$12,000.00	\$21,600.00
<b>Total Price w/ Alterante Structural Scope</b>					<b>\$902,975.00</b>		<b>\$1,089,825.00</b>		<b>\$1,031,272.60</b>		<b>\$1,119,791.25</b>		<b>\$1,129,884.00</b>

**RESOLUTION R-25-24**

**A RESOLUTION AUTHORIZING AND AWARING BID RECOMMENDATION FOR THE LEVEE 37 WALL REPAIR PROJECT WITH ALLIANCE CONTRACTORS, INC. FOR A COST OF \$1,148,765.00 WITH A RECOMMENDED 10% CONTINGENCY FOR UNFORSEEN UNDERGROUND CONDITIONS**

**WHEREAS**, The City held a public bid for the Levee 37 Wall Repair Project with four bidders responding, of which, Alliance Contractors, Inc. was found to be the lowest responsible bidder for the project; and

**WHEREAS**, the City engineer, Gewalt Hamilton Associates, recommends Alliance Contractors, Inc. as the lowest responsible bidder for the Levee 37 Wall Repair project at a cost of \$1,148,765.00 with a 10% contingency for unforeseen underground conditions; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

**Section One:** That a Contract with Alliance Contractors, Inc. for the Levee 37 Wall Repair project be entered into and is hereby approved and accepted.

**Section Two:** That the City Administrator, or his designee, is authorized to take all necessary steps to implement this Resolution.

**Section Three:** That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

**PASSED AND APPROVED this 15th day of April, 2025.**

ATTEST:

\_\_\_\_\_  
Pat Ludvigsen, Mayor

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

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

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

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



**To:** Mayor Ludvigsen and Members of the City Council

**From:** Peter P Falcone, Assistant City Administrator

**Subject:** Resolution R-25-25 Approving an Amendment to the Employee Manual of the City of Prospect Heights

**Date:** April 9, 2025

### **Background**

To ensure the City is compliant and consistent with all applicable laws and current technology, Staff periodically reviews the Employee Manual. Upon review, Staff has identified sections of the manual which require amendments deemed to be in the best interest of the City and its organizational needs. The change to the employee manual is highlighted and underlined for addition and is as follows:

- 9.1.5 Addition of bilingual stipend to non-union employees

### **Recommendation**

Staff recommends Council approves Resolution R-25-25 approving an amendment to the employee manual of the City of Prospect Heights.

**RESOLUTION NO. R-25-25**  
**A RESOLUTION APPROVING AN AMENDMENT TO THE EMPLOYEE MANUAL**  
**OF THE CITY OF PROSPECT HEIGHTS**

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

**WHEREAS**, the City has the power to set policies and procedures for its employees and elected officials; and

**WHEREAS**, previously the City has adopted a policies and procedures manual for employees (“Employee Manual”) setting forth the policies and procedures in current force and effect for City employees and elected officials; and

**WHEREAS**, by its nature, the Employee Manual is in need of periodic review and revision to be consistent with all applicable laws and current technology; and

**WHEREAS**, the City Council of the City of Prospect Heights deems it to be in the best interest of the municipality to amend the Employee Manual;

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

**SECTION ONE:** The City Council finds the above recitals are true and correct and incorporates the same as part of this resolution.

**SECTION TWO:** That the amended Employee Manual of the City of Prospect Heights, attached hereto as Exhibit “A”, is hereby approved and accepted.

**SECTION THREE:** All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed but only to the extent of such conflict or inconsistency.

**SECTION FOUR:** That this resolution shall be in full force and effect from and after its passage and approval as required by law.

**PASSED AND APPROVED** this 15th day of April, 2025.

\_\_\_\_\_  
Patrick Ludvigsen, Mayor

ATTEST:

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

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

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

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

**EXHIBIT A**  
**Employment Manual**



## **CITY OF PROSPECT HEIGHTS**

### **EMPLOYEE MANUAL**

Adopted December, 1986  
As Amended June, 1994  
As Amended July, 1996  
As Amended October, 1996  
As Amended October, 2003  
As Amended April, 2015  
As Amended January, 2018  
As Amended February, 2020  
As Amended September, 2021  
**As Amended April, 2025**

By the Prospect Heights City Council

## **INTRODUCTION**

This Employee Manual is not intended to create any contractual or other legal rights. It is not an expressed or implied contract of employment, nor is it intended to create any rights or nature of an employment contract. Unless your employment with the City is governed by a separate, duly executed, written agreement or Collective Bargaining agreement which states otherwise, your employment with the City is at-will which means that either the City or you may terminate your employment with or without notice or with or without cause at any time. This manual is simply an overview of current policies related to employment with the City of Prospect Heights. Nothing said or done by any City representative shall constitute an employment contract unless it is reduced to writing and signed by the City Administrator. In addition, the employee manual indicates how the policy is to be administered by all supervisory personnel.

The function of this manual is to:

1. Promote consistency, continuity and understanding among all employees;
2. Promote consistent decisions on rules and regulations that are in effect for each and every employee of the City of Prospect Heights, and;
3. Improve employee-management relations based upon fair and equitable implementation of concise, but thorough personnel policies.

The overall authority and responsibility to administer the employee manual is vested in the City Administrator. It is the responsibility of every supervisor to apply the policy in a consistent and impartial manner.

In accepting employment with the City of Prospect Heights, each employee shall agree to comply with rules and regulations as set forth in this manual and any rules and regulations established by the department director and subsequently approved by the City Administrator.

It is the responsibility of each employee of the City to understand and to abide by the Employee Manual. Finally, it is the responsibility of both supervisors and employees to recommend changes, through their respective supervisor, to the Employee Manual which will strengthen and improve it for the benefit of the employees, the City and for the citizens of the City.

Each policy in the manual is independent. If any policy is held to be void, invalid, or ineffective for any reason, the validity of any other policy is not affected.

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## CHAPTER I

### GENERAL INFORMATION

#### 1.1 ORGANIZATION OF CITY GOVERNMENT

The City of Prospect Heights was incorporated in 1976 under the Illinois statutes governing cities and villages.

The Mayor, five Aldermen, City Clerk, and Treasurer are elected representatives of the City residents. The Mayor and Aldermen comprise the City Council, the legislative body of the City. The City Council enacts all ordinances and sets community goals and policies.

The Mayor, with the advice and consent of the City Council, appoints the City Administrator. The Administrator exercises control over all departments as created by ordinances and performs the duties and responsibilities outlined in applicable ordinances of the City, including the appointment of all City employees.

#### 1.2 TYPES OF APPOINTMENT

##### 1.2.1 REGULAR EMPLOYEES

These are full-time employees who have completed their probationary period and who work a normal workweek, 40 hours per week. These regular employees are entitled to all City benefits and privileges prescribed in this personnel manual. Employment is, of course, dependent upon the employee's continued satisfactory service, good character, adherence to City and departmental rules and regulations, honesty and loyalty, and the City's ability to finance services.

##### 1.2.2 PROBATIONARY EMPLOYEES

These are individuals who have not completed their designated probationary period and who work a normal workweek. These employees are entitled to all benefits except for receipt of vacation and personal day unless otherwise approved by the City Administrator. The probationary period for City employees is normally one-half year (6 months) from the date of starting employment. Upon successful completion of the probationary period, the employee attains "regular" employee status and is entitled to the normal vacation and personal day provided for regular employees, calculated from the first day of employment. Probationary employees may be dismissed by the City Administrator for any reason at any time.

##### 1.2.3 PART TIME EMPLOYEES

These employees serve on a continuing basis for approximately one thousand five hundred (1,500) hours or less per year. Part time employees do not earn health and life insurance, and their salary is based only on the number of hours worked.

Persons hired either as part time or temporary employees are employed on a daily basis and will work only at those times directed by the appropriate Department Director, as defined In the City Code (hereinafter referred to as "Department Director").

#### 1.2.4 **TEMPORARY EMPLOYEES**

These employees are hired for a period of not more than ten (10) weeks, during which a normal workweek may be worked. Temporary employees are not eligible for annual leave, retirement, health or life insurance benefits, or any other City benefits, nor are they entitled to holiday pay or paid sick leave during their period of employment.

#### 1.2.5 **VOLUNTEERS**

Employees serving in the capacity of a volunteer shall follow the volunteer policy.

#### 1.2.6 **NON-EXEMPT EMPLOYEES**

Non-exempt employees are those employees that are eligible to receive overtime under state and federal law.

#### 1.2.7 **EXEMPT EMPLOYEES**

Exempt employees are employees that meet the criteria to be exempt from overtime under state and federal law.

## CHAPTER II

### EMPLOYMENT PRACTICES

#### 2.1 CITY OF PROSPECT HEIGHTS EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy and intent of the City of Prospect Heights to provide equal opportunity in employment to all persons. This policy prohibits discrimination because of race, color, religion, creed, national origin, ancestry, political affiliation, disability, marital status, sex, sexual orientation, gender, pregnancy, age, genetic information, military status, unfavorable discharge from military service, order of protection status, arrest record or any other protected classification under federal, state or local law, in all aspects of full, part time, temporary or seasonal employment, including but not limited to, application, recruitment, hiring, placement, promotion, evaluation, work assignment, discipline, demotion, transfer, reduction in force, recall, termination, rate of pay or other forms of compensation, training, and any other term or condition of employment.

Failure of any employee to perform in a manner consistent with this policy may constitute grounds for disciplinary action up to and including termination.

#### 2.2 AMERICANS WITH DISABILITIES ACT

It is the policy of the City of Prospect Heights to comply with all the relevant and applicable provisions of the Americans with Disabilities Act ("ADA"). The City of Prospect Heights will not discriminate against any qualified employee or applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The City of Prospect Heights also will make reasonable accommodation wherever necessary for all qualified employees and applicants with disabilities, unless to do so would cause undue hardship to the City.

#### 2.3 NEW APPLICANT

When a vacancy exists or a new position is created in any department, a request is made by the Department Director to the City Administrator for permission to fill this vacancy. New positions are created through the budgetary process when sufficient justification so warrants and with City Council authorization.

The Assistant to the City Administrator will assist the Department Directors in obtaining, examining and evaluating applications. The Administrative Assistant shall give notice of all position vacancies by posting announcements in the City Hall and by such other methods as are necessary in order to attract a reasonable number of applicants.

Applications for employment shall be submitted to the Assistant to the City Administrator on application forms prescribed by the City Administrator. The application form shall be completed in its entirety, and falsification or fraud on an employment application is grounds for discharge or disqualification from consideration for employment. Appointments will be made by the City Administrator upon written recommendation of Department Directors.

## 2.4 **RESIDENCY REQUIREMENTS**

Applicants for City employment are not required to be residents of the City. Although highly desirable, employees are not required to maintain residence within the corporate limits of the City. The City Administrator may require employees to live within a specified driving distance to the City at the time of the employee's appointment.

## 2.5 **EMPLOYMENT OF RELATIVES**

No more than one member of a family shall be employed by the City. This requirement applies to the father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent or grandchild of a current employee. Only the City Administrator has the authority to waive this requirement when it is in the best interest of the City.

## 2.6 **EMPLOYMENT RECORDS**

### 2.6.1 **PURPOSE**

The City of Prospect Heights wishes to maintain positive employee relations by encouraging timely and appropriate resolutions to issues that arise in the workplace. It is understood that supervisors have the obligation to address issues that affect work performance and the work environment in a timely fashion. However, supervisors also exercise significant discretion in the manner in which they choose to address such issues. This policy is created in the interest of balancing such flexibility with accountability.

### 2.6.2 **POLICY**

The City of Prospect Heights is required by state and federal law to maintain employment and medical records on all employees throughout the course of their employment. These records are confidential and are maintained officially in Administration. These files are confidential and information can only be released if requested by the employee, a court order, as required by the Freedom of Information Act or on a need-to-know basis by City management, administration or its designated representatives.

## 2.7 **REVIEW OF EMPLOYMENT RECORDS**

The City of Prospect Heights complies with the provisions of the Illinois Personnel Record Review Act.

### 2.7.1 **CURRENT PERSONNEL**

The City Administrator is the official keeper of personnel records for every City of Prospect Heights employee. Employees have the right to review their personnel records. If current employees wish to review their employment files, they must do so by appointment with the Assistant to the City Administrator. At the designated appointment, the employee will be allowed

to review his/her employment records in the presence of the Assistant to the City Administrator or designee to preserve the integrity of the records.

Any employee who is involved in a current grievance against the City, who wishes to have his or her union representative or other representative inspect his or her personnel records may do so by completing a written request addressed to the City Administrator. Review of records by the union representative or other designated representative must be conducted in accordance with policies applicable to an employee review.

The City retains the right to charge for the cost of reproducing the employment records at the employee's request.

#### **2.7.2 FORMER PERSONNEL**

Upon separation from the City, each employee may receive a copy of all information contained within his/her personnel records by requesting such from the City Administrator upon their departure. Employees, who have been separated from the City for more than one year, must request a copy of their file in writing.

The City retains the right to charge for the cost of reproducing the records the former employee requests.

#### **2.7.3 EMPLOYEE'S RIGHT TO RESPOND**

If an employee disagrees with anything contained in his or her personnel record, the employee shall be given the opportunity to respond to the disputed portion of the personnel record in writing. The City will include the written response with the disputed portion of the personnel record.

#### **2.7.4 EXEMPTION**

Nothing contained in this policy shall prohibit the City from considering information obtained during a criminal investigation in the employment context. Further, it is understood that the City may delay such consideration until a judicial disposition is reached in a criminal case.

#### **2.8 PREGNANCY RIGHTS NOTICE**

If you are pregnant, recovering from childbirth, or have a condition related to pregnancy, you have a right to ask for a reasonable accommodation. This includes bathroom breaks, assistance with heavy lifting, a private space for expressing milk, or time off to recover from your pregnancy. For more information regarding your rights on Pregnancy in the Workplace, download the Illinois Department of Human Rights fact sheet at [www.illinois.gov/dhr](http://www.illinois.gov/dhr), or refer to the posted "Pregnancy Rights Notice."

## **CHAPTER III**

### **PROBATION**

#### **3.1 OBJECTIVE OF THE PROBATIONARY PERIOD**

The purpose of the probationary period is designed to be a training period, and completion of it does not result in any additional job security. During this period, supervisory personnel shall observe the employee to ascertain the consistency of satisfactory work performance. The period shall also be utilized to orient the employee to his/her work demands and surroundings.

#### **3.2 PROBATIONARY PERIOD**

All persons employed by the City to fill a regular position must serve a six (6) month probationary period except police officers whose probation lasts eighteen (18) months. The probationary period may be extended for up to six (6) months by the recommendation of the Department Director. Employees who are promoted or transferred from a position in one department to a position in another department shall serve a six (6) month probationary period.

#### **3.3 DISMISSAL DURING PROBATIONARY PERIOD**

If the probationer during this period shall be found incompetent or unqualified in the performance of the duties of the position to which he/she was appointed, the head of the department in which the probationer is employed may, be and with the consent of the City Administrator, discharge such probationer without the formality of a hearing.

#### **3.4 USE OF LEAVE**

During the probationary period, employees are not entitled to use earned vacation time or personal days. However, under certain circumstances, and with the approval of the Department Director and City Administrator, exceptions may be made.

## CHAPTER IV

### CONTINUING EMPLOYMENT

#### 4.1 PROMOTION AND TRANSFERS

Promotions in the City service shall be based upon merit, qualifications, experience, and ability to fulfill the requirements of the position as described. Promotional examination, education, oral Interview, review of past work record, and exhibited interest are factors which may be considered in determining the qualification of an employee for promotion. All promotions are made upon Department Director recommendation to and approval by, the City Administrator.

When an individual is promoted within the same department or transferred to a position in a different department, the City Administrator, based upon the recommendation of the appropriate Department Director will assign a salary within the new pay grade to which the employee has been assigned.

#### 4.1 TEMPORARY PROMOTIONS AND TRANSFERS

Temporary promotions and transfers may occur when a position is temporarily vacant due to a resignation, retirement, or dismissal. At the City Administrator's discretion, employees can be temporarily placed into a supervisory position to fill a vacancy. Compensation for the temporary promotion/transfer will be at the City Administrator's discretion.

## CHAPTER V

### TERMINATION OF EMPLOYMENT

#### 5.1 RESIGNATION

All employees are requested to provide two-week's written notice in advance of resignation. The Department Director has the discretion to waive the notice period.

Unauthorized absence from work for a period of three (3) consecutive days may be considered by the Department Director as a resignation.

#### 5.2 REDUCTION IN FORCE/LAY-OFF

In the case of insufficient workload or funds, or because of a change in operating procedures of the City, a position may be abolished. The City will attempt to place the affected employee in another position. If no other position is available, a lay-off may be necessary. Seniority and performance determine the order in which employees are laid off. Those laid-off are placed on a re-employment list and are given preference in employment. An employee laid off will be considered to have been separated from City employment in good standing.

At least two (2) weeks' notice of the effective day of a lay-off shall be given each regular employee affected.

#### 5.3 RETIREMENT

An employee desiring to retire from the City is requested to give at least two (2) weeks written notice of the date on which the employee desires to retire.

Retired employees may continue in the group health insurance plan at their own expense in accordance with State and Federal requirements. The cost of coverage shall be at the same rate as is established for active employees. Termination of coverage by retiree and/or spouse is not reinstatable.

#### 5.4 UNUSED ANNUAL LEAVE

Upon retirement, resignation, discharge or lay-off, an employee will be paid **pro-rata** for any accrued unused vacation time.

## CHAPTER VI

### COMPENSATION AND HOURS

#### 6.1 SALARY AND WAGE PLAN PREPARATION

The City Administrator, or other such designated person or agency selected for the purpose, shall prepare a proposed Salary and Wage Plan, showing for each position, minimum and maximum rate of pay and such intermediate rates as deemed desirable.

In arriving at proposed rates, the following items shall be considered:

- a) Prevailing rates of pay and work conditions for comparable work in other public and/or private business.
- b) Cost of living.
- c) Difficulty and responsibility of work.
- d) The City's financial condition and ability to pay.
- e) Other applicable considerations.

#### 6.2 ADOPTION OF SALARY AND WAGE PLAN

After consideration and adoption by the City Council, the Salary and Wage plan shall be applied to all positions.

#### 6.3 ADMINISTRATION OF COMPENSATION PLANS

##### 6.3.1 ELECTED OFFICIALS

The City Council shall determine the annual compensation for the Mayor, Aldermen, Treasurer and City Clerk.

##### 6.3.2 CITY EMPLOYEES

- a) City Administrator: The annual salary of the City Administrator, as well as his benefits, shall be determined by the City Council.
- b) Full-Time Regular Employees: Rates of pay shall be in accordance with a formally structured salary range of pay grades so arranged in ascending degrees of job responsibility and corresponding compensation.
- c) Part-Time Employees: Rates of pay shall be determined annually based upon market demands. The rate and any possible increases shall be published as part of the Salary and Wage Plan. As with regular classifications, the rate shall have a minimum and maximum range to allow for flexibility in selection.

#### 6.4 **REVISION OF SALARY RANGES**

When a salary range for a position is revised upward, employees holding that position *whose salary falls below the revised range* shall have their salaries increased to the minimum wage of the pay range, and their anniversary date shall not be changed.

When a salary range for a position is revised downward, employees holding that position shall maintain their current salary level.

#### 6.5 **OVERTIME COMPENSATION**

It is the policy of the City to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operating requirements. Subject to the City Administrator's authorization, and with prior approval of the department Director, an employee shall receive overtime compensation at the rate of 1 ½ times regular pay or compensatory time at 1 ½ times the hours worked, for work performed in excess of that required in the normal work week at the election of the City Administrator to the extent permitted by law.

The compensation paid employees of the City shall be as follows:

##### 6.5.1 **REGULAR OVERTIME**

Overtime shall be paid when an employee works in excess of his/her normal work periods and his/her supervisor has authorized and approved such overtime. Employees shall be compensated for overtime at a rate of 1 ½ times their regular hourly wage or compensatory time at 1½ times the hours worked, in accordance with Federal guidelines. An attempt will be made to equitably distribute overtime work among employees competent to perform the service required and to give employees as much advance notice as possible.

##### 6.5.2 **OVERTIME, HOLIDAYS AND EMERGENCIES**

An employee who is called out for non-scheduled emergency work after hours on a normal day off, or on a holiday for circumstances declared emergencies by the City Administrator, or his designate, shall be paid overtime at a rate of 1 ½ times his/her regular salary. All full-time City employees shall be paid at a rate of two (2) times his or her regular hourly wage for all hours worked on Sunday.

##### 6.5.3 **OVERTIME SUPERVISORY**

Department Directors and other exempt personnel designated by the City Administrator will not be eligible for overtime pay or receive compensatory time off except with specific approval of the City Administrator.

#### 6.5.4 **OVERTIME- TEMPORARY EMPLOYEES**

Temporary employees are not eligible for overtime compensation for hours worked in excess of eight (8) hours per day or for work on Saturdays, Sundays, or holidays if the total number of hours worked do not exceed forty (40) hours in a seven (7) day work cycle; however, they shall be compensated at 1 ½ times their hourly rate for hours in excess of forty (40).

#### 6.5.5 **COMPENSATORY TIME**

Compensatory time may only be accumulated up to a maximum of eighty (80) hours unless authorized by the City Administrator. Compensatory time may only be taken with prior approval of the Department Director, and should be requested within a reasonable period prior to the desired dates to avoid disrupting the operational needs of the department.

#### 6.6 **OVERTIME RECORDS**

Department Directors shall maintain continuous records of overtime and shall report the use of overtime to the City Administrator on a bi weekly basis or as required.

#### 6.7 **PUBLIC WORKS EMPLOYEE HOURS**

Employees will not be required to work more than twelve (12) consecutive hours without being allowed an eight (8) hour rest period.

This does not prohibit employees from working more than twelve (12) consecutive hours without an eight (8) hour rest if the employee voluntarily elects to do so.

#### 6.8 **SAFETY PROGRAM**

Employees for the City of Prospect Heights are exposed to an exceptionally high degree of hazards that can result in a motor vehicle crash and other injuries. In order to recognize those persons, who make a serious effort to utilize sound safety practices and accept responsibility for their own safety, city equipment and city vehicles, a safety program is prudent. This policy replaces all previously issued memorandums or policy statements relating to Safety Days.

Employees who participate in and complete City assigned safety training, will be credited with a discretionary day off effective May 1 of each year. A discretionary day is defined as an eight (8) hour day. The discretionary day off is to be used at the convenience of the city and will be documented as Compensatory Time.

Part time employees who achieve these goals will be awarded four (4) hours of compensatory time off. Full time employees whose responsibilities do not involve driving as a primary responsibility, and achieve these goals will be awarded four (4) hours of compensatory time.

## CHAPTER VII

### HOLIDAYS

#### 7.0 HOLIDAYS

#### 7.1 ELIGIBILITY - FULL TIME EMPLOYEES

All regular full time employees will be paid for the following holidays:

New Year's Day	(January 1st)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 <sup>th</sup> )
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	(Fourth Friday in November)
Christmas Eve	(December 24th)
Christmas Day	(December 25th)
Personal Days	Four days at the employee's discretion

*Note:* If one of the above holidays falls on a weekend, Saturday holidays will result in City Hall closing on Friday, and Sunday holidays will result in City Hall closing on Monday.

#### 7.2 ELIGIBILITY- REGULAR PART TIME EMPLOYEES

Part time employees working at least one thousand (1,000) hours, but less than 1,500 hours, per year are entitled to holiday pay on a half time basis.

#### 7.3 PERSONAL DAY

Personal Days are earned on January 1, and are treated as accrued vacation at the end of January.

#### 7.4 VACATION DURING A HOLIDAY

If a holiday occurs during an employee's scheduled vacation, the day is not charged as use of vacation.

#### 7.5 **DUTY SCHEDULED DURING A HOLIDAY**

Any employee required to work on a holiday shall receive a floating holiday as compensatory time off. Accrual of all floating holidays is submitted through the employee's Department Director to the Finance Department.

7.5.1 Accrued floating holidays will be tracked apart from vacation, compensatory time, and sick leave.

7.5.2 An employee can carry no more than three (3) accrued floating holidays over into a new calendar year.

#### 7.6 **SICK LEAVE BEFORE OR AFTER A HOLIDAY**

If an employee is absent from work the day before or after a holiday, the employee will not receive holiday pay until proof of illness or excusable absence is established to the satisfaction of the Department Director.

#### 7.7 **TEMPORARY EMPLOYEES**

Temporary employees are ineligible for holiday pay.

## CHAPTER VIII

### VACATIONS

#### 8.0 VACATION

##### 8.1 ELIGIBILITY – REGULAR, FULL TIME EMPLOYEES

Full time employees are eligible for the following paid vacation benefits:

8.1.1 Upon successful completion of six (6) months of employment, the employee accrues five (5) vacation days. Upon completion of one (1) year of employment, the employee accrues an additional five (5) days of employment for a total of ten (10) accrued vacation days in the first year of employment. In years two (2) through five (5) of employment, an employee will accrue ten (10) vacation days per year.

8.1.2 In years six (6) through ten (10) of employment, an employee will accrue fifteen (15) vacation days per year.

8.1.3 In years eleven (11) through fifteen (15) of employment, employees will accrue fifteen (15) days of vacation per year plus one (1) additional day for each year of service. For example, in year eleven (11) the employee will accrue sixteen (16) vacation days.

8.1.4 In years sixteen (16) through twenty (20) of employment, employees will accrue twenty (20) vacation days per year.

8.1.5 In years twenty-one (21) through twenty-five (25) of employment, employees will accrue twenty (20) days of vacation per year plus one (1) additional day for each year of service. For example, an employee, in his or her twenty-first year of employment will accrue twenty-one (21) days of vacation. The maximum accrued vacation in a year is twenty-five (25) days

8.1.6 Employees are awarded accrued vacation on their anniversary date.

##### 8.2 ELIGIBILITY - REGULAR, PART TIME EMPLOYEES

Part-time employees working at least one thousand (1,000) hours, and less than 1,500 hours per year are eligible for 50 percent of the time accrued:

8.2.1 Years 1 through 5, forty (40) hours per year, accrued by month by full time employees described in sections 8.1.1 to 8.1.6.

8.2.2 Years 6 or more, sixty (60) hours per year, accrued by month by full time employees described in sections 8.1.1 to 8.1.6.

### 8.3 **VACATION SCHEDULES**

A Leave Request Form must be filed on the appropriate form with the Department Director, and be approved by same before the vacation begins. The following rules govern approval of requests:

8.3.1 Requests will be honored in the order received, and can be made up to a year in advance.

8.3.2 In the event of coincident requests, employee's seniority will decide to whom the vacation is awarded.

8.3.3 While due consideration for requests will be given, the needs of the City in scheduling workloads will be the overriding criterion.

*Note:* The City strongly encourages that employees make vacation requests well in advance. This practice will avoid potential refusals of leave.

### 8.4 **DEADLINE- ADMINISTRATIVE**

Leave requests for paid vacation, compensation time, personal and sick days must be filed in the Finance Department before the next payroll cutoff for appropriate processing.

### 8.5 **ACCRUED VACATION BALANCE**

No more than twenty five (25) days of accrued vacation can carry into the next calendar year without the written approval of the City Administrator.

### 8.6 **VACATION USE**

Vacation time can be used in increments no smaller than one-half day, and hours must run consecutively from the beginning of shift to mid-shift, or mid-shift to the end of shift. Only the written approval of the employee's immediate supervisor will allow the use of vacation beyond the accrued balance.

### 8.7 **TERMINATION OF EMPLOYMENT**

Upon termination of employment, the employee shall receive his/her accrued vacation time on the next regular pay period.

### 8.8 **COMPENSATORY TIME**

All record of compensatory time is maintained in the Finance Department. Consequently, each department must report any use or accrual of such by the next payroll cutoff for each employee. Activity by employee will be reported to each department on a monthly basis.

### 8.8.1 **ELIGIBILITY**

Employees earn compensatory time at the same rate, which they accrue, overtime pay. Exempt employees earn compensatory time at an hour earned for an hour worked only after receiving prior approval by the City Administrator.

Part time employees are not eligible for compensatory time. Instead, these employees will be paid, at a straight time rate, for any hours worked beyond those normally scheduled. In the event that a part time employee works hours in excess of a full time week, paid overtime rules apply.

### 8.8.2 **APPROVAL OF COMPENSATORY TIME**

An employee may earn compensatory time only with the written approval of the employee's Department Director.

Verbal approval from the Department Director or his/her designate, is absolutely necessary prior to working beyond normally scheduled hours, except in emergency situations.

### 8.8.3 **USE OF COMPENSATORY TIME**

The use of compensatory time adheres to the same policy regulations as the use of vacation time. An exception to this treatment follows:

An employee requesting vacation time off will receive approval when another employee has requested compensatory time for the same day, and a conflict exists.

### 8.8.4 **CARRYOVER OF COMPENSATORY TIME**

An employee is allowed to carry ten (10) working days of compensatory time from one calendar year to another.

- a) If a balance larger than ten (10) days exists at the end of a calendar year, and the employee is overtime eligible, the balance will be paid on the subsequent payroll date.
- b) If the same situation exists, but the employee is not overtime eligible, the employee will lose any compensatory time beyond the allowed ten days (10) balance. It is the employee's responsibility to track an excessive compensatory time balance, and to schedule days off accordingly.

### 8.8.5 **RECORD KEEPING**

All record of compensatory time is maintained in the Finance Department. Consequently, each department must report any use or accrual of such by the next payroll cutoff for each employee. Activity by employee will be reported to each department on a monthly basis.

## CHAPTER IX

### EMPLOYEE BENEFITS

#### 9.1 INSURANCE BENEFITS

##### 9.1.1 WORKER'S COMPENSATION

An employee injured in the performance of duties for the City may be granted Worker's Compensation benefits as prescribed under the Illinois Worker's Compensation and Occupational Diseases Act.

##### 9.1.2 HEALTH AND DENTAL INSURANCE

Each full-time regular employee is eligible for hospitalization, major medical and dental insurance plan, which cover the employee and his or/ her dependents at time of their employment the employee will receive detailed information concerning such insurance in the New Employee Packet.

Employees who leave City service may elect to continue their health insurance coverage in accordance with State and Federal guidelines.

##### 9.1.3 LIFE INSURANCE

The City may maintain a life insurance policy for all full-time regular employees. The employee shall receive detailed information on such insurance in the New Employee Packet.

##### 9.1.4 EMPLOYEE SERVICE AWARD PLAN

The City of Prospect Heights rewards employee tenure. As a reward for length of continuous City service and as an incentive to continue that service, employees will receive the following longevity pay benefits paid in one lump sum amount on or about November 1st of each year. Years of service shall be calculated as of October 31st of the year in which the longevity pay is being paid. Employees retiring before November 1st, but who have met their anniversary requirement for the calendar year in accordance with the Employee Service Award Plan, will have their award paid out pro-rata with any remaining benefit time upon separation.

Employed less than 5 years	No Benefit
Employed 5 through 9 years	\$ 275.00
Employed 10 through 14 years	\$ 550.00
Employed 15 through 19 years	\$ 825.00
Employed 20 years or more	\$ 1,100.00
Employed 25 years or more	\$ 2,200.00

Regular part time employees working at least 1,000 hours per year and less than 1,500 per year receive a one-half benefit based upon years of service. Section 8.2 of this document provides the definition of a part time employee.

#### **9.1.5 BILINGUAL STIPEND**

**The City of Prospect Heights understands our employees bring unique and personal skills which can help them better serve our residents and community. One such skill is the ability to fluently speak languages other than English. Employees who are bilingual, can request their Department Director's approval in submitting a bilingual stipend request to the City Administrator's Office. The review will determine if the request will benefit the City. Upon Administrative approval of the bilingual stipend request, the stipend will be paid to the employee through the normal payroll process as specified below.**

**Bilingual Stipend - \$910.00 annual total (paid out \$35 each pay period)**

## 9.2 **PENSION BENEFITS**

### 9.2.1 **ILLINOIS MUNICIPAL RETIREMENT FUND**

All full-time regular employees, with the exception of sworn police personnel, are covered by the Illinois Municipal Retirement Fund. Employees contribute 4.5% (tax deferred), while the City's contribution fluctuates yearly based upon investments made by the fund.

#### **POLICE PENSION FUND**

All full-time sworn police officers are covered by the Police Pension Fund. Employees contribute 9.9%, while the City's contribution is established by the actuarial studies conducted by the fund.

## 9.3 **SICK LEAVE POLICY**

### 9.3.1 **ACCRUAL OF SICK LEAVE- REGULAR, FULL TIME EMPLOYEES**

All full-time employees shall accrue twelve (12) days of sick leave per year, on a monthly basis. The maximum sick leave accrual is two hundred forty (240) days, and any additional days are lost. "One day" of sick leave depends upon the employee's assigned workweek:

- a) Employees assigned a forty (40) hour work week accrue sick leave at (8) hours per month (one day);
- b) New employees accrue sick leave for the first month on a pro rata basis, rounded up to the nearest hour.

### 9.3.2 **ACCRUAL OF SICK LEAVE-REGULAR, PART TIME EMPLOYEES**

Regular, part-time employees, who are scheduled for at least one thousand (1,000) hours per year, but less than (1,500) hours, accrue sick time on a half-time basis.

### 9.3.3 **TEMPORARY EMPLOYEES**

Accrual of sick leave for temporary employees is not permitted.

### 9.3.4 **SITUATIONS APPROPRIATE FOR SICK LEAVE**

Sick leave shall be allowed only in the following situations:

- a. Illness, pregnancy, or disability of the employee.
- b. An illness in the employee's immediate family. Immediate family in this case is defined as a spouse, biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. An employee stands in loco parentis to a child when the employee intends to assume the responsibilities of a parent with regard to the child through either day-to-day care or financial support.

- c. Medical appointments for the employee or the employee's child are acceptable only after obtaining approval from the Department Director on a leave Request form. If at all possible, medical appointments should be scheduled during non-working hours.

Note: Sick leave is not considered a benefit, which an employee may use at his or her discretion, but is a privilege allowed only to provide income security during the period of limited, bona fide illness.

#### 9.3.5 **HOW TO REQUEST SICK LEAVE**

- a) All employees shall notify their immediate supervisor, at least one hour prior to the employee's start time, each day in the event of absence due to illness. Failure to do so will result in the loss of sick leave pay for the period the employee is absent.
- b) An employee shall file a leave request form with his/her immediate supervisor on the date of return to work. Subject to the supervisor's and Department Director's approval, the leave request form is forwarded to the Finance Department for payroll calculation and benefits record keeping.
- c) Sick leave shall be granted in half hour increments.

#### 9.3.6 **EXTENDED SICK LEAVE CONSIDERATION**

- a) If a sick leave period extends beyond three (3) days, the Department Director will require medical certification from the employee's physician. This requirement may be extended at the Department Director's discretion for repeated occurrences of the same illness. Certification forms are available in the Finance Department, and once completed, the employee will route the form as though it were a leave Request Form. A physician's certification will exempt the employee from the daily absence report to the employee's immediate supervisor.
- b) When job-related and consistent with business necessity, the City Administrator may require an employee to submit to a medical examination.
- c) Employees who are unable to return to work after having exhausted all available leave may be eligible for disability benefits under an applicable retirement plan.
- d) Alternatively, the employee may be eligible for a Family Medical Leave under the Family Medical Leave Act of 1993 (FMLA). Briefly stated, FMLA requires the City to provide up to twelve (12) weeks of job protected leave with existing health insurance benefits for: See Section 9.3.8 FMLA Act Policy

#### 9.3.7 **OTHER SICK LEAVE CONSIDERATIONS**

- a) The City retains the right to audit and investigate sick leave usage. The City also reserves the right to take corrective action if an employee is suspected of abusing the sick leave privilege. Such actions may include, but are not limited to:

- 1) Discussing the matter with the employee;
  - 2) Requiring that the employee obtain medical certification as described in item 9.3.6a, #1 of the sick leave policy;
  - 3) Instituting sick leave verification calls;
  - 4) And/or taking disciplinary action as deemed necessary.
- b) No employee is eligible to use City sick leave for personal injury incurred during paid, outside employment.
  - c) No employee is eligible to use City sick leave for a work related injury when that injury is covered under the Worker's Compensation Act
  - d) Under no circumstances will an employee be paid for unused sick leave upon separation from the City.
  - e) The City will provide to all retiring employees, with eight (8) or more years of service, basic health and major medical insurance coverage at the rate of one month of coverage for each twenty (20) days of unused sick leave at time of retirement.
  - f) The Illinois Pension Code will be followed as it relates to employees eligible for an Illinois Municipal Retirement Fund (IMRF) additional service credit to the extent of unused sick leave upon retirement. Retiring employees should consult the employee benefits coordinator prior to retirement.

## **Section A**

### **9.3.8 FAMILY AND MEDICAL LEAVE ACT AND MILITARY LEAVE (FMLA) POLICY**

This policy document supersedes any other existing policy or policy document governing the handling of leave taken pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). It is intended to conform to The City of Prospect Heights obligations under 29 C.F.R. §825.300.

#### **A.) ELIGIBILITY**

To be eligible for FMLA benefits, an employee **must**:

- (1) have worked for The City of Prospect Heights for a total of 12 months; and
- (2) have worked at least 1,250 hours over the previous 12 months.

#### **b.) LEAVE ENTITLEMENT**

A covered employee is entitled to up to a total of 12 workweeks of unpaid leave in a 12 month period for one or more of the following reasons:

- for the birth of a son or daughter, and to care for the newborn child;

- for the placement with the employee of a son or daughter for adoption or foster care;
- to care for the employee's spouse, son or daughter or parent (but not parent-in-law) who has a serious health condition,
- when the employee is unable to perform the functions of the employee's job because of a serious health condition, or because of incapacity due to pregnancy, prenatal medical care or child birth.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

Spouses employed by the same employer may be limited to a **combined** total of 12 workweeks of family leave for the following reasons:

- birth and care of a child;
- for the placement of a child for adoption or foster care, and to care for the newly placed child; and,
- to care for an employee's parent who has a serious health condition.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending counseling sessions, and attending post-deployment reintegration briefings.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty, is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is on the temporary disability retired list. An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA –qualifying reason during the single 12-month period, but is entitled to no more than 12 weeks of leave for:

- the birth of a son or daughter of the employee and in order to care for such son or daughter;
- because of the placement of a son or daughter with the employee for adoption or foster care;

- in order to care for the spouse, son, daughter or parent with a serious health condition;
- because of the employee's own serious health condition,
- or because of a qualifying exigency.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care of a son or daughter, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member or seriously ill or injured service member, or because the employee is seriously ill and unable to work.

The terms "son or daughter" are defined as biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. An employee stands in loco parentis to a child when the employee intends to assume the responsibilities of a parent with regard to the child through either day-to-day care or financial support.

### 9.3.9 **SERIOUS HEALTH CONDITION**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### 9.3.10 **LEAVE AVAILABILITY CALCULATION**

The City of Prospect Heights has adopted the "rolling 12 month period" method of calculating available FMLA leave for all types of leave with the exception of leave to care for a seriously ill or injured service member. Under the rolling 12-month period, in order to determine the amount of available FMLA leave, the calculation is made each time an employee commences an FMLA leave. From that date, the preceding 12 month period is examined. Any FMLA leave used during that preceding 12 months is deducted from the 12 weeks annual leave granted by the FMLA. The employee is entitled to take no more than the remaining balance of FMLA leave.

For FMLA leave requests made to care for a covered service member with a serious injury or illness, the single 12-month period begins on the first day the eligible employee takes FMLA leave.

#### **9.3.11 SUBSTITUTION OF PAID LEAVE**

Any employee taking FMLA leave is required to substitute and use any remaining paid “leave” benefits which are available or become available during the FMLA leave. This includes vacation, personal, and sick days. Such paid leave is substituted for the unpaid FMLA leave, and is not in addition to such FMLA leave.

All other FMLA leave is unpaid.

#### **9.3.12 MEDICAL INSURANCE BENEFITS WHILE ON FMLA LEAVE**

During FMLA leave, the City of Prospect Heights will maintain the employee’s health coverage under any group health plan, under the same terms as if the employee had continued to work. If the employee was required to pay a portion of the premiums for coverage, that obligation continues while on leave. Payment is expected to be made in the same amounts, and at the same time (i.e. each payroll date) as was made while working. If any payment is more than 30 days late, medical coverage may be canceled pursuant to the FMLA Rules and Regulations.

An employee can elect not to continue medical coverage while on leave. If this election is made, the City of Prospect Heights will immediately place the coverage into COBRA.

If the coverage is continued while on FMLA leave, and the employee does not return to work at the end of the FMLA leave period, the City of Prospect Heights will bill the employee for the amount of premiums paid by the City of Prospect Heights during the leave period unless the employee does not return to work due to a reason exempted from this provision by FMLA Rules and Regulations.

No other employment benefits provided by the City of Prospect Heights to employees are continued during FMLA leave. All such benefits are instead held in abeyance until the employee returns to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

#### **9.3.13 PROCEDURE FOR REQUESTING FMLA LEAVE**

An employee must provide the City of Prospect Heights with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If 30 days’ notice is not possible, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

Employees must provide sufficient information for the City of Prospect Heights to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing

treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the City of Prospect Heights if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will also be required to provide certification as specified below, and may be required to provide periodic recertification supporting the need for leave.

Any employee taking leave to care for the employee's covered family member with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position must be supported by a certification issued by the health care provider of the employee or the employee's family member on the form attached to this policy. An employee taking leave because of a qualifying exigency or to care for a covered service member with a serious injury or illness must also be supported by a certification in the form attached to this policy except that an employee taking leave to care for a covered service member may provide an invitational travel order (ITO) or an invitational travel authorization (ITA) in lieu of certification for the leave taken through the expiration of the ITO or ITA. Additional copies of the certification forms can be obtained from your supervisor. Employees are required to furnish the above-referenced certifications at the time the employee gives notice of the need for leave or within 5 business days thereafter. In the case of unforeseen leave, certification must be provided within 5 business days after the leave commences. FMLA leave may be denied in accordance with the FMLA Rules and Regulations if appropriate certification is not provided.

#### 9.3.14 **CONSEQUENCES OF TAKING FMLA LEAVE**

Any FMLA leave taken will be counted against the available leave allowed by statute. Any employee seeking to return to work after leave taken because of the employee's own "serious health condition" must submit a medical certification of fitness to return to duty, signed by the attending health care provider, before the employee will be allowed to return to work. Failure to comply with this requirement does not extend the leave.

On return from FMLA leave, the employee will be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The City of Prospect Heights reserves the right to deny restoration to "key employees" as defined by the FMLA regulations where restoration will cause "substantial and grievous economic injury" to the operations of the City of Prospect Heights.

If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, the employee has no right to restoration to another position under the FMLA. The employee may, however, fall under the Americans with Disabilities Act (ADA).

### 9.3.15 **EMPLOYER RESPONSIBILITIES**

The City of Prospect Heights must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City of Prospect Heights will provide a reason for the ineligibility.

The City of Prospect Heights must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City of Prospect Heights determines that the leave is not FMLA-protected, the employer must notify the employee.

### 9.3.16 **UNLAWFUL ACTS BY EMPLOYERS**

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### 9.3.17 **ENFORCEMENT**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement with provides greater family or medical leave rights.

### 9.3.18 **REFERENCE TO FMLA NOTICE POSTER**

The City of Prospect Heights has posted in each department, a notice setting forth the relevant provisions of the FMLA. The terms of the notice are incorporated in this policy document as if they were specifically set forth. Each employee is charged with familiarizing him/herself with the contents of the notice concerning all applicable employee rights and obligations under the FMLA.

## 9.4 **LEAVES OF ABSENCE**

Employees may be granted a leave of absence under any one of the following circumstances:

### 9.4.1 **DEATH IN THE FAMILY**

- a) Employees are eligible for a bereavement leave of one day with pay in the event of a death of the employee's spouse, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent, grandchild, brother-in-law or sister-in-law or any relative living in the same household with the employee.

- b) An employee must notify his/her immediate supervisor within twenty four (24) hours of the start of the leave of absence due to a death in the family. The employee's Department Director has the authority to extend this leave with pay to a limit of three (3) days. The leave can be extended to a total of five (5) days by the City Administrator.

#### 9.4.2 **JURY DUTY**

The employee should inform his/her immediate supervisor of the scheduled jury duty as soon as possible. Employees are leave eligible for any time lost while serving on jury duty, but must remit any compensation provided by the courts to the City, through the employee's immediate supervisor.

#### 9.4.3 **MILITARY SERVICE**

The City complies with all federal and state laws providing eligible employees with military leave benefits. Any employee seeking military leave should contact the City Administrator.

### 9.5 **SPECIAL LEAVE REQUESTS**

#### 9.5.1 **INTRODUCTION AND REQUIREMENTS**

In special circumstances, unpaid leave is available to any employee upon written request to his or her Department Director, subject to the approval of the City Administrator. A special request must have the following elements prior to consideration:

- a) The date upon which the leave will commence;
- b) The date upon which the employee anticipates returning;
- c) Reasons the employee has for making the request;
- d) Any request for extension of the leave must follow the same form, and is subject to the same approvals.

#### 9.5.2 **SUPERVISORY REVIEW**

The Department Director may recommend either approval or disapproval when forwarding special leave requests. The Department Director's recommendation must be founded on the basis of the operational requirements of the Department, availability of existing or temporary substitute employees, and the reasonableness for the request.

#### 9.5.3 **REINSTATEMENT**

Employees desiring a special leave of absence must recognize in writing that all positions in the City are subject to change or elimination. Consequently, absolute assurance of reinstatement within an unpaid special leave is impossible. However, if the position is still in existence and unoccupied at the conclusion of the special leave period, the employee shall resume the same

status therein. In the event that the position has been eliminated or filled, the City will make every reasonable effort to place the employee in a suitable position as soon as possible.

## CHAPTER X

### **EMPLOYEE CONDUCT AND REGULATIONS**

#### 10.1 **PERFORMANCE APPRAISAL**

Supervisors should maintain a record of an employee's progress. In addition, acts of significant progress or excellent performance as well as disciplinary actions should be formally written and placed in the individual's personnel file.

- a) The purposes of employee evaluations are:
  - 1) To take a personal inventory;
  - 2) To identify strengths;
  - 3) To identify areas that needs improvement;
  - 4) To outline and agree upon a practical improvement programs; and
  - 5) To provide a history of development and progress.

A formal evaluation will occur at least annually on a form prescribed by the City Administrator. One copy of the form will be retained by the Department Director, one copy will be given to the employee, and one copy will be placed in the employee's personnel file. Moreover, employees are generally evaluated at the conclusion of the first six (6) months of employment, and at such other times as a Department Director or City Administrator deem appropriate.

#### 10.2 **OUTSIDE EMPLOYMENT**

Outside employment is discouraged. Each full-time employee desiring to engage in outside employment shall notify, in writing, his/her respective Department Director of the employer, nature and schedule of the proposed outside employment. Each Department Director with concurrence of the City Administrator, may prohibit such outside employment if, in their judgment, the employment might be detrimental to the best interest of the City. In such cases, the employee would be given appropriate warning and then must decide whether to continue service with the City or with the outside employment.

All full-time City employees are subject to call at any time for emergencies, special assignment, or overtime duty, and no outside employment may infringe on this obligation.

Employees of the City shall not engage in outside business activities while on duty, nor shall City property or confidential or sensitive information obtained on the job be used for non-City functions.

10.3 **POLITICAL ACTIVITIES**

Employees may exercise their full political rights to vote, campaign, and run for office so long as the employees do not use their City positions to coerce or influence others and do not engage in political activities while at work. An employee or applicant’s political affiliation or activity will not be a factor considered in hiring or when making decisions concerning the terms or conditions of employment.

10.4 **PECUNIARY INTERESTS**

No employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested directly or indirectly, in the sale to or by the City of land, materials, supplies, or services. This provision may be waived by the Mayor and City Council on full disclosure of all pertinent facts when in the City's best interest.

10.5 **GRATUITIES**

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the employee's duties, functions, responsibilities, or position as an employee of the City.

10.6 **PERSONAL USE OF CITY PROPERTY**

The use of any City property for personal use is prohibited unless specifically authorized by the City Administrator.

10.7 **CHANGE OF NAME, ADDRESS, MARITAL OR FAMILY STATUS**

Employees shall report all changes in name, address, telephone number, and marital status or family status to the City Administrator within ten (10) working days for the purpose of insurance and emergency notifications.

10.8 **PERSONAL VEHICLE USAGE**

It is the City policy to reimburse employees who use their personal vehicles on City business at the IRS standard mileage rate.

It at all possible, employees should use City vehicles when on City business for insurance and other reasons. This policy is in effect to offer departments flexibility when vehicles shortages necessitate the use of personal vehicles only.

10.9 **PERSONAL RELATIONSHIPS WITH OTHER EMPLOYEES**

Working relationships can sometimes evolve into personal relationships. When employees are engaged in a personal relationship, a conflict of interest may arise in certain instances. In order to avoid conflicts of interest, the City of Prospect Heights has implemented the following policy.

For purposes of this policy personal relationship includes dating; engagement to be married; cohabitation within the same household and living in a romantic partnership (excludes platonic roommates sharing living expenses); having a romantic or sexual relationship. An employee may not supervise or hire a person with whom he or she is having a personal relationship.

Employees that are in a personal relationship must immediately report the relationship to the Human Resources Department if either employee supervises the other, is in a position to hire the other, or has any influence over the other employee's terms and conditions of employment. Employees who work in the same department are required to report the personal relationship to their supervisor.

Failure to comply with this policy can lead to discipline, including termination.

#### 10.10 **DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the course of employment, employees may have access to information, including but not limited to, private or personal information about other employees or citizens of the City of Prospect Heights that is confidential. Confidential information generally includes information that is exempt from disclosure under the Freedom of Information Act including but not limited to social security numbers, driver's license numbers, biometric identifiers, personal financial information, medical records, home and personal telephone numbers, personal email addresses, home addresses, personal license plate numbers, other information where the disclosure would constitute a clearly unwarranted invasion of privacy or information which is specifically exempted or prohibited from disclosure by law. The disclosure of confidential information is strictly prohibited.

Any questions regarding whether information is confidential should be referred to the Administration Department.

## CHAPTER XI

### **EMPLOYEE CONDUCT AND DISCIPLINARY PROCEDURE**

#### 11.1 **CONDUCT, WORK HABITS AND ATTITUDES**

Each employee shall maintain a high standard of conduct, cooperation, efficiency and economy in his/her work for the City.

#### 11.2 **DISCIPLINE**

Violations of work rules, applicable safety regulations, City regulations, and City ordinances, and improper conduct will be considered cause for disciplinary action. Disciplinary action is administered by the Department Director with the approval of the City Administrator.

#### 11.3 **TYPES OF DISCIPLINARY ACTION; PROGRESSIVE DISCIPLINE**

Disciplinary action may include reprimand, suspension without pay, and dismissal, depending upon frequency and severity of offense. The normal procedure shall proceed as follows:

Step 1 Verbal warning, with written notice in the employee's personnel file.

Step 2 Written reprimand which shall be placed in the employee's personnel file.

Step 3 Suspension from duty without pay.

Step 4 Dismissal.

This procedure may be altered by the City Administrator based upon the severity and frequency of the employee's actions.

#### 11.4 **PROHIBITED CONDUCT**

The following is a non-exhaustive list of conduct for which an employee may be disciplined:

11.4.1 Incompetence or inefficiency in the performance of duties.

11.4.2 Conviction of a criminal offense or of a misdemeanor involving moral turpitude.

11.4.3 Violation of law or regulation. Insubordination or a breach of proper discipline.

11.4.4 Intoxication on duty.

11.4.5 Use, possession, or being under the influence of controlled substances or cannabis while on duty, except with the approval and guidance of a licensed Physician.

11.4.6 Carelessness or negligence in handling or control of City equipment and property.

11.4.7 Inducing or attempting to induce an officer or employee of the City to commit an unlawful act or to act in violation of any regulation or order.

11.4.8 Accepting any fee, reward, gift, tip, or any other form of remuneration for the performance of their duties other than regular compensation.

11.4.9 Dishonesty in the performance of duties.

11.4.10 Excessive tardiness and/or absenteeism.

11.4.11 Failure to properly report work-related accidents or personal injuries.

11.4.12 Misrepresentation or falsification of any information required by the City.

11.4.13 Political activity during hours of employment.

11.4.14 Discourteous treatment of coworkers, supervisors, elected or appointed officials or members of the public.

11.4.15 Violation of any City Policy.

11.4.16 Violation of safety policies, procedures or practices.

11.4.17 Disorderly conduct or fighting.

#### 11.5 **SUSPENSION WITHOUT PAY**

The Department Director, with approval from the City Administrator, may suspend an employee without pay for any instance of unacceptable conduct, or repeated infractions when deemed in the best interest of the City.

A notice of suspension must be filed with the City Administrator and should contain:

- a) A statement of the nature of the disciplinary action.
- b) The effective date of action.
- c) A statement of the reason for suspension citing the rules violated.

Suspensions for over three (3) days must be approved by the City Administrator.

#### 11.6 **SAFETY AND ACCIDENTS**

##### 11.6.1 **EMPLOYEE RESPONSIBILITY**

Employees are expected to conduct themselves and handle equipment in such a manner as to avoid accidents. Employees must observe all safety rules, use available safety devices, and report unsafe conditions or equipment to their Department Director. In particular:

- a) At frequent intervals, employees should inspect all equipment and areas that are their responsibility for safety to prevent accidents.
- b) Employees should always wear the appropriate protective clothing; i.e., such items as hard hats, goggles, and protective boots.
- c) When they are finishing a job, employees should always clean the area and inspect it for possible fire or accident hazards prior to leaving.
- d) An employee should not operate any machine or use any material until he or she has read and become thoroughly familiar with the directions or instructions.
- e) An employee should always be alert when driving and observe all laws for the operation of vehicles including the use of safety belts.

#### 11.6.2 **INJURIES**

If an employee is injured on the job, the employee should immediately inform the Department Director. The employee must insure that an accident report is submitted to the supervisor for forwarding to the City Administrator so that the employee's right to Worker's Compensation insurance benefits or reimbursement for medical expenses is not jeopardized. Even if the injury is so slight that no time is lost, a report must be made.

If an employee is involved in any accident while on the job resulting in property damage or injury to any person, it must be reported immediately to the Department Director. The police should be called to the scene immediately. The employee should not discuss the accident with anyone except the Prospect Heights Police Department or admit any liability, and should direct any person seeking information to the City Administrator.

Disciplinary action may be taken against employees if their negligence contributed to the accident or caused an unsafe condition.

## CHAPTER XII

### **GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURES**

12.1 It is the policy of the City administration to encourage employees to discuss with their Department Directors any problems which may arise. If an employee has any complaint or grievance concerning classification, work condition, salary or other matters relative to employment, the employee should act as follows:

- a. The employee must first discuss the problem with his/her Department Director, within five (5) business days of the occurrence giving rise to the grievance.
- b. If the conference with the Department Director does not yield a satisfactory solution, within five (5) business days, a conference may be requested with the City Administrator.
- c. At the discretion of the City Administrator, the appropriate Department Director may be contacted in order to explore all facts of the case. The decision of the City Administrator shall be final.

This procedure shall be strictly adhered to. Skipping or deleting a step may constitute grounds for disciplinary action. Before proceeding to each of the steps in the procedure, the employee must notify the Department Director.

#### 12.2 **APPEALS FROM DISMISSAL**

If an employee believes that he or she has been unfairly discharged by a Department Director, the employee may appeal in writing to the City Administrator outlining the circumstances and request a formal hearing before him concerning the matter within five (5) days from the notice of discharge. A copy of the letter must also be given to the Department Director.

## CHAPTER XIII

### **CITY OF PROSPECT HEIGHTS POLICY AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT**

#### **13.1 STATEMENT OF POLICY**

It is the City of Prospect Height's policy that it will not tolerate or condone discrimination or harassment on the basis of race, color, religion, sex, gender, sexual orientation, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, or any other classification prohibited under federal or state law. Sexual misconduct is also prohibited. The City of Prospect Heights will neither tolerate nor condone discrimination, harassment, or sexual misconduct by employees, managers, supervisors, elected officials, coworkers, or non-employees with whom the City of Prospect Height has a business, service, or professional relationship. Retaliation against an employee who complains about or reports any act of discrimination, harassment, or misconduct in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. The City of Prospect Heights is committed to ensuring and providing a work place free of discrimination, harassment, sexual misconduct, and retaliation. City of Prospect Heights will take disciplinary action, up to and including termination, against an employee who violates this policy.

As set forth above, sexual harassment and sexual misconduct are prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

1. Submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment because of the persistent, severe, or pervasive nature of the conduct.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a coworker, or a non-employee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcome.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment or harassment based on any status protected by law. The following are illustrations of actions that the county deems inappropriate and in violation of our policy:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: “sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a “reasonable person.”

Sexual misconduct is strictly prohibited by the City of Prospect Heights and can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or **ANY** sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications that are written, electronic, verbal, visual, virtual, or physical).

## 13.2 **RESPONSIBILITIES**

### **A. Supervisors**

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of discrimination, harassment, or sexual misconduct;
2. Promptly notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois;
3. Promptly notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor;

4. Stopping any observed acts of discrimination, harassment, or sexual misconduct and taking the appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision;
5. Reporting any complaint of harassment, discrimination, or sexual misconduct to the City Administrator or City Attorney; and
6. Taking immediate action to limit the work contact between the individuals when there has been a complaint of discrimination, harassment, or sexual misconduct, pending investigation.

## **B. Employees**

Each employee is responsible for assisting in the prevention of discrimination, harassment, or sexual misconduct through the following acts:

1. Refrain from participation in, or encouragement of, actions that could be perceived as discrimination, harassment, or sexual misconduct;
2. Reporting any violations of this policy to a supervisor and law enforcement (if appropriate under the circumstances) and/or DCFS (if appropriate under the circumstances); and
3. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

Failure to take action to stop known discrimination, harassment, or sexual misconduct may be grounds for discipline.

There is a clear line most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions by a coworker is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited. If you are advised by another employee that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions. The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the City will not be presumed to have knowledge of the harassment.

The City of Prospect Heights does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

### **13.3 APPLICABLE PROCEDURES**

The City of Prospect Heights takes allegations of discrimination, harassment, or sexual misconduct very seriously. It will actively investigate all complaints.

It is helpful for the employee to directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the City of Prospect Heights's complaint procedure to advise the City of Prospect Heights of any perceived violation of this policy.

### **A. Bringing a Complaint**

Any employee of the City of Prospect Heights, who believes that there has been a violation of this policy, may bring the matter to the attention of the City Administrator or other personnel as follows:

1. If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo; or
2. By advising his or her supervisor; or
3. By advising the offending employee's supervisor, the City Administrator, **or** the City Clerk in the event that the alleged harasser is the City Attorney. If the complaint involves someone in the employee's direct line of command, then the employee should go directly to the City Administrator.
4. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the City. However, all City employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the City. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome. The complaint should be presented as promptly as possible after the alleged violation of this policy occurs.

### **B. Prohibition on Retaliation for Reporting Sexual Harassment Allegations**

No City official, City agency, City employee or City office shall take any retaliatory action against any City employee due to a City employee's:

1. Disclosure or threatened disclosure of any violation of this policy,

2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

### **C. Resolution of a Complaint**

Promptly after a complaint is submitted, the City of Prospect Heights will undertake such investigation, corrective and preventive actions as are appropriate. In general, the procedure in resolving any complaints can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by the City of Prospect Heights to investigate such complaints. Important data to be provided by the complaining employee includes the following:
  - a. A description of the specific offensive conduct;
  - b. Identification of all person(s) who engaged in the conduct;
  - c. The location where the conduct occurred;
  - d. The time when the conduct occurred;
  - e. Whether there were any witnesses to the conduct;
  - f. Whether conduct of a similar nature has occurred on all prior occasions;
  - g. Whether there are any documents which would support the complaint employee's allegations;
  - h. What impact the conduct had on the complaining employee.
2. While not required, City of Prospect Heights encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records.
3. After a written statement of complaint is submitted by the employee, the alleged offending individual should be contacted by a designated representative of the City of Prospect Heights. The alleged offending individual should be advised of the charges brought against him or her, and may be provided with a copy of the written statement of complaint made by the complaining employee. The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.
4. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.
5. Once this investigation is complete, the City of Prospect Heights will take such action as is appropriate based upon the information obtained in the investigation. In the event that the City of Prospect Heights finds merit in the charges made by the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action may, but need not necessarily, include:
  - a. Verbal or written reprimand;
  - b. Placing the offending employee on a corrective action plan for period of time to be identified;

- c. Delay in pay increases or promotions;
  - d. Suspending the offending employee from work without pay
  - e. Demotion;
  - f. Immediate termination.
6. In addition to any and all other discipline that may be applicable pursuant to City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the City and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the City shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.
7. Upon completion of the investigation, the City of Prospect Heights will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

When the investigating alleged violations of this policy, the City of Prospect Heights looks at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.

#### **D. Consequences for Knowingly Making a False Report**

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.



## CHAPTER XIV

### SUBSTANCE ABUSE

#### 14.1 PURPOSE

The City of Prospect Heights has a vested interest in ensuring that its employees be competent, have necessary skills, be dependable in terms of attendance and performance, and not pose any danger to fellow employees. Drug and alcohol users pose potential costs and hazards to the City through damage to equipment, poor job performance, increased claims made on health plans, and high absenteeism, lost productivity, medical expenses and property losses. For these reasons the use of illegal drugs by its employees is of concern to the City.

For many years the City of Prospect Heights has had a strong commitment to its employees to provide a safe work environment and establish programs promoting high standards of employee health, including providing an environment for its employees that is both safe and productive. Consistent with the spirit and intent of this commitment, the City of Prospect Heights has developed this policy regarding drug and alcohol abuse.

Simply, the goal of the City is to establish and maintain a work environment that is free from the effects of drug and alcohol abuse.

While the City of Prospect Heights has no intention of intruding into the private lives of its employees, it does expect all of its employees to adhere to safety policies and to report for work in condition to perform their duties.

Specifically, the City of Prospect Heights expects:

1. All employees to adhere to all safety regulations and policies; and
2. All employees to report for duty in a "fit" condition to perform his/her job.

Employees not adhering to these standards are subject to disciplinary action. Therefore, employees are expected to be alert and capable of performing their work duties. Physical impairments, illness and emotional upheaval may impair an employee's ability to perform the job. In cases of physical impairments and/or illness, a physician should be consulted to determine the extent of the problem and the likelihood of adequate job performance given the impairment/illness. In cases of emotional upheaval, the employee is responsible for receiving appropriate assistance (e.g. The Employee Assistance Program) to help alleviate the upheaval and the employee's "appropriate fitness for duty".

Participation in the Employee Assistance program is not intended to provide impunity for employees who violate the City's policy against drug and alcohol usage. Successful utilization of the Employee Assistance Program requires accountability on the part of the employee and requires post-rehabilitation monitoring of the employee which may require the employee to submit to periodic, unannounced drug/alcohol testing for up to one year after completion of the rehabilitation program (including the Employee Assistance Program) are subject to discharge. Accordingly, the City has established a drug-free workplace awareness program in

connection with its Employee Assistance Program in order to inform employees about the dangers of drug usage in the workplace, its policies with respect to maintaining its drug-free workplace, the existence of available drug counseling and rehabilitation, and the penalties that may be imposed upon an employee for a workplace drug violation.

## 14.2 **POLICY**

The City of Prospect Heights is a drug-free workplace.

### 14.2.1 **EMPLOYEES**

1. The illegal use, sale or possession of narcotics, drugs or controlled substances while on the job or on City property is a dischargeable offense. Any illegal substances will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

All employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, processing, and/or using controlled substances in the workplace. The following is a partial list of controlled substances: alcohol, narcotics (heroin, morphine, etc.); cannabis (marijuana, hashish); stimulants (cocaine, methamphetamine, etc.); depressants (tranquilizers); hallucinogens (PCP, LSD, "designer drugs", etc.).

The City will not penalize an employee or applicant solely for his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act, unless failing to do so would put the City in violation of federal law or unless failing to do so would cause it to lose a monetary or licensing-related benefit under federal law or rules. The City prohibits the use and storage of medical cannabis on its property, at all workplaces and in any employer-owned vehicles.

2. Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, or City equipment and/or unlawful manufacture, distribution, and/or dispensing of controlled substances is proper cause for disciplinary action, including termination of employment.
3. Employees are required to notify the City of any conviction for illegal use of drugs or alcohol. Within thirty (30) days of such notification by the employee, the City will make its determination to i) discipline the convicted employee, or ii) require his or her participation in an approved drug or alcohol abuse assistance or rehabilitation program. Employees who fail to notify the City of any conviction for illegal use of drugs or alcohol will be discharged.
4. Employees in safety-sensitive or security sensitive positions must report to their supervisor any instance where they are taking medication that may impact their

ability to perform the essential functions of their position and pose a safety or a security threat to the employee or others.

5. Employees who are under the influence of alcohol or cannabis on City premises or while on City business are subject to termination of employment.
6. In addition, the City of Prospect Heights reserves the right to require a City employee to submit to a drug and/or alcohol test, at the City's cost, in any of the following circumstances:
  - a. If, in the judgment of a supervisor or department director, there is reasonable cause to believe an employee is under the influence of alcohol or cannabis or that the employee is using, possessing, or selling the drugs at any time, based on personal observation of work, behavior, speech, appearance or odor of alcoholic beverage or cannabis on or about his/her person.
  - b. In the event an employee is involved in any work-related accident or any accident on or about City facilities, whether physical injury results or not, and use of alcohol or drugs is reasonably suspected.
  - c. Whenever an employee performs a safety-sensitive function, and;
    - 1) The employee is involved in an accident while operating any vehicle or equipment owned by the City which results in substantial property damage (approximately \$500 or more) and the use of alcohol or drug use is reasonably suspected;
    - 2) The employee is involved in an accident while operating any vehicle or equipment owned by the City that results in personal injury and/or claims of personal injury and the use of alcohol or drug use is reasonably suspected.
  - d. For purposes of this Policy, a "safety sensitive and high security position" is defined as:
    - 1) Any position which involves operation of a police vehicle, other service vehicle and/or equipment, whether or not such a vehicle is in service;
    - 2) Any position which involves controlling or dispatching movement of police vehicles, other service vehicles, and/or equipment;
    - 3) Any position which involves maintenance of any vehicle or equipment used by City employees;
    - 4) Any position which requires a CDL or position that calls for operating heavy equipment, and any other positions that might result in injury to others upon even a momentary lapse of attention.

- 5) Any position that involves supervision of any employee who performs any function listed in subparagraphs 1 through ~~4~~3 above.

Testing will be done at a location designated by the City. The specimens will follow a chain of possession procedure that insures confidentiality, and the employee will agree, in writing, to allow the results of these tests to be furnished to the City Administrator of the City of Prospect Heights. All such results shall be treated confidentially. Any employee who refuses to provide a urine and/or blood specimen, or take a Breathalyzer test, or refuses to sign a consent form, when a supervisor or department director requires such a test under this policy, shall be subject to disciplinary action up to and including discharge.

7. If a supervisor, with the concurrence of the department director or City Administrator, has reason to believe an employee is violating any portion of this policy; may be required to submit to an inspection of his personal effects, including desk, locker, personal belongings, City vehicle and/or private vehicle on City property. Failure to comply with this requirement may result in termination. The violation will be reported to law enforcement in safety sensitive or security sensitive position.

#### 14.2.2 **CANDIDATES FOR EMPLOYMENT**

All prospective City employees for full-time and part-time safety sensitive and high security positions shall be required to pass a drug and alcohol test prior to being employed by the City of Prospect Heights.

As a condition of employment, all applicants in the City of Prospect Heights must submit to a drug screen as part of the pre-employment physical examination. The City will not hire applicants who test positive for illegal drugs. The following procedures will be followed for all pre employment drug and alcohol testing:

- 1) Applicants will be informed that they will be required to pass a drug and alcohol test prior to being employed by the City.
- 2) Applicants will produce a urine specimen. The specimen will be analyzed at a facility of the City's choosing.
- 3) The Gas Chromatography/Mass Spectroscopy (GC/MS) will confirm specimens, other than alcohol, which "screen positive".

## CHAPTER XV

### Victims' Economic Security and Safety Leave

#### 15.1 PURPOSE

To provide employees with leave benefits, when needed, in accordance with the Victims' Economic Security and Safety Act effective August 25, 2003.

#### 15.2 POLICY

Any employee who has been subjected to domestic or sexual violence shall be provided leave during work hours for any of the following:

To seek medical attention for, or recover from, physical or psychological injuries;

To obtain services from victim service organizations;

To obtain psychological or other counseling;

To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase safety from future domestic or sexual violence;

To seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil or criminal legal proceeding.

Employees may also take such leave to help a family/household member who is a victim of domestic or sexual violence.

Qualifying employees must notify the Employee Relations Director as soon as possible when requesting time off. While verification is required, the Employee Relations Director will take every precaution to see that all information is kept as confidential as possible. Verification will consist of:

A sworn statement by the employee; and

Documentation from an agent of victim services, an attorney, or other professional from whom the employee or their family/household member has sought assistance or a police or court record or other corroborating evidence.

Employees are entitled to a maximum of twelve (12) weeks unpaid leave during any twelve (12) month period, provided, where practicable, notice has been given at least forty-eight (48) hours in advance. Employees may also elect to substitute sick leave, paid personal days, vacation or FMLA leave. This leave is not intended to confer a right to leave beyond the twelve (12) weeks of FMLA.

Employees who take leave under this policy are entitled to be restored to the same or equivalent position upon their return, however; seniority and other benefits will not continue to accrue during any unpaid leave. Employees are also entitled to continue health insurance on

the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the City shall recover any and all premium contributions provided by the City during the leave period.

This policy is intended to be an overview of the VESSA and its key features. To the extent that this policy could be read inconsistently with the VESSA, the Act and its Rules shall supersede. Further details about the Victims' Employment Security and Safety Act are available from the City Administrator.

## CHAPTER XVI

### **EMAIL, INTERNET AND ELECTRONIC COMMUNICATIONS POLICY INTRODUCTION**

#### 16.1 **PURPOSE**

Recent advances in electronic communications and information technologies present valuable opportunities for the City of Prospect Heights. These technologies, when properly used, support our activities and enable us to better serve our citizens and constituents through closer and timelier communications and nearly instantaneous access to vast stores of information. In recognition of these benefits, the City has made a substantial investment in its electronic communications and information systems. While the City encourages the use of its systems, such use carries with it important responsibilities. The careless or inappropriate use of these systems can have dramatic consequences, harming the City, our citizens and the individual users of the systems. This policy is intended to minimize the likelihood of such harm by educating users of the system as to proper and improper usage of such tools and by setting forth the conditions that apply whenever the computer system is being used.

#### 16.2 **APPLICABLE COMMUNICATION TOOLS**

These guidelines address the appropriate use of electronic "communication tools". These tools include, but are not limited to the following:

Telephones, pagers, cellular phones and voicemail facilities; E-mail systems; Fax machines, modems and servers; Palm, laptop and desktop computers; Software licensed to Employer; and all internal and external computer and communications networks (such as internet access facilities, browsers, commercial on-line services, e-mail systems) accessible directly or indirectly from the computer network.

#### 16.3 **USAGE GUIDELINES FOR COMMUNICATION TOOLS**

##### A. Conditions of Access

Communication tools and all messages and information produced or carried by such tools are the property of the City of Prospect Heights and are subject to inspection by the City at all times. Use of the communications tools is a privilege that may be revoked at any time. Anyone who uses or is granted access to such tools must comply with the provisions of this policy.

##### B. Acceptable Use

The City of Prospect Heights provides electronic communications tools to facilitate business communications, enhance productivity and improve service to our customers. The Internet may be used for appropriate business uses such as, research, updates of business information or news, or for specifically approved projects.

## Optional Provisions:

As with the telephone, there may be occasion to use these facilities for personal purposes. Personal use is permitted so long as it does not interfere with the performance of an employee's job and/or the transaction of City business, consume significant resources, give rise to more than nominal additional costs or interfere with the activities of other employees of the City.

*All communications via the computer, computer system, e-mail, Internet or facsimile transmission, regardless of the business or personal nature of the communication, transmitted, received and/or stored using any of the City's electronic communications tools are subject to being accessed and reviewed by the City of Prospect Heights. Users should not assume that any such communications are or shall remain private.*

### C. Unacceptable Uses

1. Users should not monopolize the City's electronic computer system to the exclusion of others. Accordingly, activities such as sending mass e-mails or e-mails with large attachments that are not business-related, sending chain e-mails, spending excessive amounts of time on the Internet, engaging in online chat groups, printing multiple copies of documents or otherwise creating unnecessary network traffic are not allowed.
2. Because audio, video and picture files require significant storage space, files of this sort should not be downloaded unless they are business-related.
3. In addition to the other restrictions and conditions discussed in this policy, the following practices shall not be allowed:
  - Engaging in activities for personal financial gain (e.g., day trading, gambling);
  - Soliciting others for activities unrelated to City business or in connection with political campaigns or lobbying;
  - Publishing any defamatory, discriminatory or obscene material;
  - Infringing, attempting to infringe, or aiding in any way on another person's intellectual property rights (e.g., copyrights);
  - Violating, attempting or violate, or aiding in any way the violation of any applicable telecommunications license or any laws that govern trans-border data flow (e.g., laws dealing with data collection, protection, privacy, confidentiality and security);
  - Violating, attempting to violate, or aiding in any way the attempted violation of any other law.

#### D. Unacceptable Content

The policies of the City of Prospect Heights prohibits all forms of harassment, including sexual harassment, and are applicable to the use of the City's communications tools. In accordance with such policies, material that is harassing, embarrassing, sexually explicit, profane, pornographic, obscene, intimidating, defamatory or otherwise unlawful or inappropriate may not be sent by, displayed on, stored in, accessed from or downloaded to the City's computer system. Users encountering or receiving this kind of material should immediately delete the material from the system and should not forward the material to any other person or address. In addition, any employee who believes that the City's computer system, equipment or facilities are being used in a manner which violates either this policy or any of the City's policies report the suspected conduct to the City Administrator immediately. It is the responsibility of all users to see that these tools are used in an efficient, lawful and ethical manner at all times.

Examples of unacceptable content include, but are not limited to:

- Sexually explicit messages, images, cartoons or jokes;
- Unwelcome propositions,
- Requests for dates or love letters;
- Ethnic, religious or racial slurs; or
- Any other message that could be constructed as harassment or disparagement of others based on sex, race, age, national origin, religion, disability, sexual orientation or any other protected classification.

Although the City of Prospect Heights does not regularly monitor voicemail, or electronic message, all users of the City's communications tools should be aware that even personal e-mail and voicemail messages may be viewed publicly or by the Systems Administrator or designee without notice. The City of Prospect Heights reserves the right to inspect the content of all information and message generated by or contained in any of its communication tools. Users should not assume that any such communications are or shall remain private.

#### E. Transmitting Confidential Information

Employees also have a responsibility to protect from disclosure, at all times, privileged and confidential information pertaining to the City of Prospect Heights or other employees. In recognition of this significant responsibility, the City of Prospect Heights' communication tools, especially its e-mail system, should not be used to transmit confidential communications. Most e-mail is sent over the Internet, which is not a secure means of communication. There is a possibility that e-mail messages may be intercepted and read by others than the party to whom they are addressed.

Email messages, whether internal or external, and any other electronically stored documents or information may be subject to discovery in litigation and may be subject to disclosure pursuant to the Freedom of Information Act. Therefore, care should be taken when drafting electronic messages and documents.

To protect against unintentional disclosure of confidential information in situations where there is a need to communicate such information electronically (either on a regular basis or in an emergency situation); the following guidelines are to be observed:

Confidential information pertaining to the City of Prospect Heights or to any of its employees shall not be sent by e-mail without the express authorization of management.

#### F. Etiquette and Employer Representation

E-mail and voicemail messages reflect the City of Prospect Heights' image. Such messages, therefore, should always be composed in a professional manner that is not different than the manner used to compose letters or memoranda on City letterhead. Users of the system must keep in mind that electronic files are subject to discovery and may subsequently be used in litigation. Inappropriate use of e-mail and voicemail may damage the City's reputation and could give rise to City and individual liabilities. Accordingly, every effort must be made to be professional in all usage of the City of Prospect Height's communications tools.

#### G. Use of City Equipment and Facilities

The City's internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any City resources for illegal activity is grounds for disciplinary action up to and including immediate dismissal, and we will cooperate with any legitimate law enforcement agency in the investigation of such activity.

Any software or files downloaded via the internet into City network become the property of the City. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.

No employee may use City facilities knowingly to download or distribute pirated software or data. No employee may use the City's internet facilities to deliberately propagate any virus, worm, "Trojan horse," or trap-door program code. No employee may use the City's internet facilities knowingly to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user

#### 16.4 **LIMITS OF PRIVACY**

The City of Prospect Heights respects the personal privacy of its employees. However, because communications tools are provided for City business purposes, employee privacy rights in this context are extremely limited. *Users of the City's computer system should have no expectation that any Information transmitted over City facilities or stored In City computers is or will remain private. These systems are owned and/or controlled by the City of Prospect*

*heights and are accessible at all times by the City without notice for maintenance, upgrades or any other business or lawful purposes.* Use of passwords to gain access to the computer system or to secure particular files or messages does not imply that users have an expectation of privacy in any material created or received on the computer system. The City has global passwords that permit it to access all material stored on the system, regardless of whether such material has been password-protected by the user. The System Administrator will keep all passwords in the event a system must be accessed.

#### 16.5 **VIRUSES**

Viruses can cause substantial damage to electronic communications and information systems. Each user is responsible for taking reasonable precautions to ensure he or she does not introduce viruses into the City's network. To that end, all material received on floppy disk or other magnetic or optical medium and all material downloaded from the Internet or from computers or networks that do not belong to the City must be scanned for viruses and other destructive programs before being placed onto the City's network. Users should understand also that their home computers and laptops may contain viruses and that all disks transferred from these computers to the City's network must be scanned for viruses.

#### 16.6 **REGULATION AND ENFORCEMENT**

The System Administrator or his/her designee is responsible for monitoring the compliance with the provisions of these procedures. The System Administrator shall also be responsible for investigation of suspected non-compliance with the provisions of this procedure.

Misuse of any City communication tools or violations of this policy may result in disciplinary action including, suspension of privileges to user, or up to and including termination of employment. Criminal or civil action may be initiated in appropriate instances. Such discipline shall be in accordance with the Employer's policies and procedures.

#### 16.7 **ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that I have received and read the City of Prospect Heights' E-mail and Electronic Communications Policy (the "Policy"). I understand that I am responsible for familiarizing myself with the Policy and violations of the Policy may result in discipline up to and including immediate termination of my employment. I further understand that the Policy does not create or grant any contractual rights to me.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## CHAPTER XVII

### TUITION REIMBURSEMENT POLICY

#### 17.1 OVERVIEW

The City of Prospect Heights recognizes that educational development is important and should be encouraged. The City of Prospect Height's Tuition Reimbursement plan was established to provide an opportunity for employees to obtain additional education or training in order to increase their competence in their present jobs and to prepare for future advancements within the City.

#### 17.1.2 CORE REQUIREMENTS

The City of Prospect Heights will reimburse eligible employees for pre-approved tuition expenses. This policy applies to all non-union, non-probationary employees in good standing. Union employees will follow tuition reimbursement guidelines described in their respective union contracts.

#### 17.1.3 ELIGIBILITY

All full-time and part-time employees are eligible for this program upon employment.

#### 17.1.4 DEGREE PROGRAMS

Tuition reimbursement is available for bachelor or graduate degree programs. The course shall be job related or be a necessary credit towards a job related degree. Colleges or universities must be accredited by an accrediting agency that is recognized by the U.S. Secretary of Education. A more up-to-date list is available on the U.S. Department of Education's web site.

#### 17.1.5 REIMBURSEMENT LEVEL

Tuition reimbursement will be provided up to \$1,500 per class for graduate programs and \$750 per class for Bachelor's Program. Textbooks are eligible for reimbursement. Reimbursement will be paid at 100 percent as long as you receive a grade of C or above, 70 out of 100 in numeric scale, or "pass" in a pass/fail class.

#### 17.16 PRE-APPROVAL

YOU MUST HAVE YOUR COURSES PRE-APPROVED BY THE DEPARTMENT DIRECTOR IN ORDER TO BE ELIGIBLE FOR REIMBURSEMENT. Any tuition reimbursement request submitted to Finance after the class has started will be denied. To have your class pre-approved, send a completed Tuition Reimbursement Course Approval Request to the Finance Department. You will be notified whether your request has been approved or denied, usually within ten (10) working days of receipt of your form. The Tuition Reimbursement Request will be returned to your attention for you to re-submit when applying for your reimbursement.

### **17.1.7 APPLYING FOR REIMBURSEMENT FOR YOUR TUITION**

After you have completed the class, you must re-submit the pre-approved Tuition Reimbursement Request to the Finance within 60 days of completing the class. The following information must be attached:

- 1) Evidence of the grade earned: Official grade report or transcript (internet printouts are not acceptable).
- 2) A verified statement of the cost of tuition or adequate receipts.

Allow at least 20 working days for reimbursement after submitting all relevant documentation to the Finance.

### **17.1.8 INVOLUNTARY TERMINATION**

If you are terminated by the City for any reason except business conditions, eligibility for reimbursement ends immediately, whether your class is completed or not. If a participant is laid off or terminated due to a slow economy, job elimination, or other business conditions over which the employee has no control, the employee maintains eligibility for reimbursement at the completion of the course, as long as the class began prior to the layoff or termination.

### **17.1.9 VOLUNTARY TERMINATION**

If participants quit their employment with the City of Prospect Heights before the class is completed, eligibility ends immediately.

If an employee voluntarily leaves the City within one (1) year of the reimbursement, the employee must pay back the City for the reimbursement.

### **17.1.10 GRANTS / SCHOLARSHIPS**

Grants, scholarships, or other funds which the employee does not have to repay must be disclosed when applying for Tuition Reimbursement. The City of Prospect Heights payments will be coordinated with these programs so the employee does not receive more than 100% reimbursement for the tuition.

### **17.1.11 TAX STATUS**

The rules of this program are governed by the Internal Revenue Code. As such, certain reimbursements may be subject to income taxes. All reimbursements are processed through the City of Prospect Heights accounts payable system unless the amount exceeds the IRS allowable reimbursement then the amount will be included in the payroll system. The payment of any taxes due remains the responsibility of the employee. Finally, the rules of this program may be modified at any time without notice to keep the program in compliance with the Internal Revenue Code.

#### 17.1.12 **PROFESSIONAL TRAINING AND DEVELOPMENT**

Periodically, it is necessary for individual employees or groups of employees to take job-related training courses that are not part of a degree program. This can enhance an employee's value to the City, keep them up-to-date on the latest trends and technologies and knowledge, and offer a great chance to interact with peers.

Training and development goals and specific courses are identified in conjunction with the employee's supervisor, as part of an employee's development plan, and can include a variety of courses from an array of sources. The employee will be reimbursed at 100% of the cost for tuition and related expenses. The program must be approved by the Department Director and included in the budget. If it is required by the City, the City will pay for the time that the employee spends attending classes.

**CHAPTER XVIII**  
**VOLUNTEER POLICY**

**18.1 PURPOSE:**

To establish uniform procedures for screening and engaging volunteers, and to balance the following considerations: the desirability of utilizing volunteers' services; the need to protect volunteers' interests; and the need to minimize legal risk to volunteers and the City.

**18.2 POLICY:**

The City does not intend for volunteers to perform or displace work that is presently being performed by City employees. Volunteer arrangements may not be used to circumvent the established processes that govern standard City-authorized hires.

City volunteers do not have an employment relationship with the City on any grounds or for any reason and are not covered by the Fair Labor Standards Act or Illinois wage laws, and are not eligible for any City benefit, including Workers' Compensation. At all times, the City has the discretion to select volunteers.

Note: This policy does not cover individuals who provide volunteer services for entities that are indirectly related to the business of the City (Convention and Visitor's Bureau, Chamber of Commerce, Library, Park District, etc.).

**18.3 DEFINITION:**

City volunteers are uncompensated individuals who perform services directly related to the business of the City, support the activities of the City, or gain experience in specific endeavors. By definition, volunteers perform services without promise, expectation or receipt of any compensation, future employment or any other tangible benefit.

**18.4 GUIDELINES:**

**A. Volunteer Guidelines**

1. The City of Prospect Heights is responsible for properly screening, engaging, and terminating a volunteer. The City is responsible also for ensuring an individual has appropriate experience, qualifications, and training for the tasks to be performed.
2. To qualify as a City volunteer, an individual must be willing to provide services according to this policy, and complete and sign a City of Prospect Heights Volunteer Agreement and other associated forms, as appropriate.
3. Any current or retired employee, or other individual may volunteer at the City, with the following restrictions:
  - o an individual who is under the age of 14 may not serve as a City volunteer;

- an employee may not become a City volunteer in any capacity in which he/she is employed by the City, or which is essentially similar to the individual's regular work at the City, or under circumstances that suggest the decision to volunteer is not made freely;
  - all volunteers must establish proof of identity and citizenship or permanent residency;
  - if the individual is not a citizen or permanent resident of the United States, he/she must provide documentation of his/her visa status. An individual holding a temporary visa may not serve as a volunteer in a position where others receive compensation or perform the same services. An individual with a pending H-1B visa application to work at the City cannot serve as a volunteer. Volunteer status may not be used as a way to avoid or defer compliance with the employment eligibility requirements of federal immigration laws; and
  - an individual who is at least 14 years old (but under the age of 18) may only become a City volunteer for services which do not require a Volunteer Agreement (see below: Services Not Requiring a Volunteer Agreement) and must have parental consent and written approval from the City Administrator.
4. A City volunteer is considered an agent of the City while performing assigned duties and is expected to abide by City policies and internal/external regulations which govern his/her actions, including employee conduct (sexual assault, unlawful discrimination and harassment, compliance, and workplace violence), substance abuse, treatment of confidential information, use of City technologies, and financial responsibility.

#### B. All Volunteers must sign a Volunteer Agreement

A volunteer is required to complete a Volunteer Agreement to perform any activity within the City (examples as follows and not intended to be all inclusive)

- professional services, such as those performed by accountants, architects, doctors, engineers, audio visual technician, etc.;
- travel of any kind;
- activities in any environment which requires orientation or training;
- activities associated with confidential information (e.g., social security numbers, credit card numbers, bank account numbers, medical records);
- activities with minors.
- activities within the police department, city hall, or city boards and commissions.

### C. Prohibited Activities for Volunteers

1. A City volunteer is prohibited from performing the following activities:

- operating heavy equipment;
- any activity considered inappropriate for an employee;
- entering into any contract on behalf of the City;

Any unit engaging a City volunteer must maintain a completed and signed copy of the Volunteer Agreement along with any other associated document(s).

Payment for volunteer services is not permitted under any circumstance. However, the appropriate unit has the authority to decide whether to reimburse a City volunteer for actual and reasonable expenses. Any reimbursement must be made following standard City reimbursement guidelines and mileage shall be reimbursed utilizing the IRS guidelines under the standard mileage rates for the use of a car driven in service of charitable organizations

Reimbursement must not be used as a substitute for compensation and cannot be linked to productivity.

The City or a City volunteer may end his/her volunteer service at any time and without advance notice.

## CITY OF PROSPECT HEIGHTS

### VOLUNTEER SERVICE AGREEMENT & RELEASE

I, \_\_\_\_\_, in consideration of being allowed to participate in the volunteer service of the City of Prospect Heights do hereby agree that:

1. Age of majority and commitment to perform. I am eighteen (18) years of age or older, or I am having a parent or guardian sign the consent and release provided below. I understand and agree to the volunteer duties that I have signed up for through the City of Prospect Heights.
2. Volunteer not employee. I understand and agree that my volunteer service is in no way an offer of or employment by the City and that I shall not receive, nor be entitled to receive, any compensation, reimbursement or remuneration for my participation in my volunteer service. Further I agree to release the City from any and all claims to compensation, reimbursement, or remuneration related to my volunteer service. I also understand and agree that at no time will I be considered or deemed to be an employee of the City, nor am I an agent for anything other than my assigned volunteer duty.
3. Services refused. I understand and agree that the City may refuse to accept my volunteer service at any time, whether with justification or not, and at that point I must stop providing those services and stop holding myself out as a volunteer.
4. Professional conduct and assigned duties. I agree to act appropriately and in a professional, courteous manner during my volunteer service. I will not misuse City funds, property or materials. I will not leave my volunteer position until a replacement volunteer arrives. I will not switch assignments with another volunteer unless directed to do so by the Volunteer Coordinator. I understand that the City's Volunteer Coordinator and/or designated staff have the discretion to move or re-assign volunteers, including me, as needed.
5. Age for beer and wine service. I understand that only volunteers twenty-one (21) years of age and older may volunteer as beer/wine servers at City sponsored events. I understand this server age requirement and acknowledge that I must be 21 years of age to sign up as a beer/wine server. If I am less than twenty-one (21), I will inform any person who asks me to sell or serve beer or wine that I am disqualified from doing so because of my age.
6. Alcohol consumption prohibited. I agree not to consume beer, wine, or alcoholic beverages for during my shift or while wearing a volunteer event t-shirt. Any volunteer who appears to be under the influence of drugs or alcohol will be automatically turned away as a volunteer.
7. Confidential information. I understand that during my volunteer service, I may have access to, or may observe, certain information that is proprietary to the City and I hereby agree not to disclose, discuss, or reveal any such information to parties outside of the City and to keep any City records or files, confidential. I also agree to keep any information about persons or businesses that I may observe confidential and not to disclose, discuss, or reveal any such information to anyone other than those involved in my volunteer service with me. I certify that I am – and in the case of parents of guardians of minor children, my child is - in good health, has

had no recent known or suspected exposure to a contagious disease, and has had no recent operation or serious illness that would interfere with his/her/my responsibilities as a City Volunteer.

8. Insurance not provided by City. I understand that as a City volunteer, I do not receive from the City of Prospect Heights any medical or workers' compensation insurance which automatically covers me for injuries or death sustained while performing volunteer services. If I believe I need – or my child needs -such insurance, then I am solely responsible for maintaining such insurance on my own.

9. Release from liability. In consideration of being allowed to participate as a volunteer, I agree to release, and hold harmless the City of Prospect Heights, including its officials, employees and agents from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorney fees through the appellate levels), which I, may sustain or suffer as a result of or arising out of my participation in the volunteer service, whether caused by the negligence, action, or inaction of the City of Prospect Heights or persons acting on its behalf or otherwise. I also agree that I shall be fully and solely responsible for any and all loss or damage that I inflict upon any person or upon the City's and/or rented facilities during my participation in the volunteer service, and I will indemnify the City for any loss it sustains as a consequence of my negligent or reckless acts or omissions.

10. Release as broad as permitted by law. I understand that this release is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois.

11. Understanding acknowledged and age attested. I acknowledge that I have fully informed myself my child of the contents and meaning of this Volunteer Service Agreement & Release, and I do voluntarily sign it of my own free will and as a condition of being allowed to participate with my volunteer service. Further, by signing this agreement, I attest to the fact that I am eighteen (18) years of age or older, or that the additional signature is that of my parent or guardian.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Volunteer's Signature

\_\_\_\_\_

Date

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

*In case of EMERGENCY, please contact the following individual:*

\_\_\_\_\_

Name

Phone

Address



## CHAPTER XIX

### **FRAUD AWARENESS AND REPORTING POLICY**

#### 19.1 **PURPOSE:**

The Fraud Awareness and Reporting Policy is intended to enable employees, elected and appointed officials, residents, suppliers, customers, and others to raise concerns regarding alleged fraudulent acts or related misconduct, anonymously or otherwise, without retaliation or, in the case of an employee, adverse employment consequences. This policy is based on the Whistleblower Act of the State of Illinois (ILCS Ch. 740, Act 174, §§ 1, et seq. (the Act)).

#### 19.2 **POLICY:**

A key factor in the detection of fraudulent acts or related misconduct is educating elected and appointed officials, employees, residents, suppliers, customers, and others to recognize fraudulent acts or related misconduct that may occur. For this reason, the city will, to the extent it considers practical, provide training and education concerning this policy.

#### 19.3 **DEFINITION:**

As used in this section, the following terms shall have the meanings ascribed to them herein, unless the context clearly indicates that a different meaning is intended.

FRAUDULENT ACTS - Include any intentional act or omission designed to deceive others, resulting in the victim suffering a loss, and/or the perpetrator achieving a gain.

RETALIATION - or any threat of retaliation against any official, employee, resident, supplier, customer or other person for disclosure of a fraudulent act or related misconduct or refusal to participate in unlawful activity is expressly prohibited by the Act.

#### 19.4 **REPORTING FRAUD:**

An appointed official, employee, resident, supplier, customer or other person may report a possible fraudulent act or related misconduct, anonymously or otherwise, in any of the following ways:

1. Download the Suspected Fraud form from the city's website at [www.prospect-heights.il.us](http://www.prospect-heights.il.us) and mail the completed form to the City Administrator at 8 N. Elmhurst Road, Prospect Heights, Illinois 60070; or
2. Email the completed form to the City Hall at [cityfraud@prospect-heights.org](mailto:cityfraud@prospect-heights.org); or
3. Phone the City Administrator at (847) 398-6070, extension 202.

Except in cases of anonymous submission, the complainant will be informed of the outcome of the investigation by the Office of the City Administrator.

#### 19.5 **REPORTING RETALIATION:**

Employees who believe that they have been retaliated against for reporting fraudulent acts or related misconduct should advise the City Administrator in writing. The City Administrator shall take appropriate action to investigate and address complaints of retaliation.

Any individual reporting alleged fraudulent acts or related misconduct must act in good faith and have reasonable grounds for believing the information disclosed provides evidence of an improper transaction or a violation of the law or administrative policies.

Making allegations maliciously, recklessly, or with the foreknowledge that the allegations were false, will be viewed as a serious offense and will result in penalties as provided by the city's personnel policies or applicable Illinois law.

## CHAPTER XX

### CELL PHONE/TEXT MESSAGING POLICY

Cellular telephones (cellular means, but is not limited to: Blackberries, iPhones, iPads, etc.) may be provided to employees of the City of Prospect Heights to assist them in carrying out their duties more efficiently. Accordingly, this policy has been created to guide City employees in the proper use of their City-issued and personal cellular telephones.

#### City-Supplied Cellular Telephones:

When using City-supplied cellular telephones, employees are to adhere to the following rules:

20.1 Cellular telephones are to be used when an employee is away from their office and not in lieu of land-line units. When making City-related telephone calls from the employee's office, the employee is to use the assigned wired telephone unit provided at an employee's work station. However, the employee may use a cellular telephone "push to talk" feature to allow for immediate access to an individual who uses the same type of cellular phone, but who may be away from their office.

20.2 An employee shall not allow a non-employee to use a City owned cellular telephone for personal use. The City understands that there could be a situation where an employee is unable to answer the phone and a non-City employee will temporarily answer the phone for the employee; or in the case of an emergency, a non-City employee may need to use the City phone to call for help.

20.3 Under no circumstances are City-supplied cellular phones to be used for any private commercial enterprise.

20.4 Employees are discouraged from using a cellular telephone while driving any vehicle for City purposes unless a hands free device is used. Under Public Act 96-131, employees are prohibited from using cell phones while in a school or construction zone. Furthermore, under Public Act 96-130, employees are prohibited from text messaging while driving.

Should employees receive a call, they are directed to pull off to the side of the road and stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short and keep their eyes on the road. Safety must come before all other concerns.

20.5 The City cannot and does not imply, extend, or guarantee any "right to privacy" for voice calls and/or electronic communications placed over City provided wireless communications equipment, including, but not limited to: call detail records, logs, voice mail messages, data storage, text messages, emails, and address books. The City reserves the right to use any call information in any way it deems necessary, including discipline of an employee.

20.6 Under no circumstances shall an employee utilize a City-owned cellular telephone to contact any telephone pay-per-minute or any other similar telephone service. Employees are not permitted to access or download online features such as ring tones or games. The purchase

of accessories for wireless communication equipment must be pre-approved by the Purchasing Agent/Department head.

20.7 Employees are responsible for the care and maintenance of cellular telephones assigned to them. Any damaged, malfunctioning, or lost cellular telephones must be reported immediately in order that the necessary repairs or replacement may be made. Should it be determined that damage to equipment was due to employee negligence, the employee may be required to replace the telephone and/or may be subject to disciplinary action.

20.8 Employees may be held personally and financially responsible for all damages and litigation in the event of an accident involving City-owned equipment resulting from employees' use of personal cellular telephones.

20.9 Departments may issue more restrictive guidelines for use of wireless communication equipment as deemed necessary. Likewise, this policy shall complement, rather than supersede, any applicable departmental or City-issued safety rules.

20.10 Employees who have a City-issued smart device are governed not only by the cell phone policy but also by the City Electronic Communications Policy and the City Computer Use Policy. This includes, but is not limited to: inappropriate internet usage, or excessive personal "surfing" and checking of personal email addresses.

## CHAPTER XXI

### **MILITARY LEAVE POLICY**

The City recognizes that employees may serve in the Armed Services of the United States or State of Illinois in either an active or reserve capacity. When such service occurs, the City will comply with applicable laws, including the federal United States Employment and Reemployment Rights Act (USERRA) and the State of Illinois Service Member Employment and Reemployment Act and Family Military Leave Act.

#### 21.1 **MILITARY SERVICE LEAVE**

City employees serving in the uniformed services are eligible for a leave of absence during periods of service in accordance with applicable law. Employees are required to provide the City with a copy of their military orders so that the City can administer any leave and pay benefits required by law. An employee may also be required to provide documentation of an employee's military pay rate as requested by the City in order to facilitate administration of benefits under law. However, employees will not be eligible for differential compensation while on active service without pay from the military. Differential compensation for voluntary active service is limited to 60 work days per calendar year. All other benefits, including insurance, will continue to accrue and remain in effect to the extent required by law.

Medical insurance coverage will continue for the employee's spouse and other enrolled dependents with premium contributions being deducted from City-issued compensation. If that payment is insufficient to cover the employee's premium contributions, in order to maintain insurance coverage, premium payment shall be made to the City but is entitled to again participate in a City medical insurance program upon return to work.

#### 21.2 **MILITARY TRAINING LEAVE**

City employees who are members of a reserve component of the Armed Services, including the Illinois National Guard, will receive leave during their annual training commitment ordered by the Armed Services. During this leave, up to 30 days per calendar year, the employee will continue to receive the employee's regular City compensation, including insurance and other benefits. If the employee's annual training commitment exceeds 30 days per calendar year, the period of military leave that exceeds 30 days per calendar year may be paid as military differential compensation to the extent required by law.

#### 21.3 **EMPLOYEE NOTICE**

The employee must immediately notify their department head in writing of any upcoming military duty and provide the City with a copy of the orders as requested.

#### 21.4 **RE-EMPLOYMENT**

In accordance with the provisions of State and federal law, upon the completion of military service, employees must request reinstatement within 90 days after discharge to resume employment with the City. Barring changed circumstances, the City will reinstate an employee

to the same or similar position without loss of seniority, benefits, or the rate of pay in effect prior to induction. An employee shall have no greater right to reinstatement than otherwise provided by law and must return from service with a qualifying discharge and able to perform the essential job functions of the former position.

#### 21.5 **UNPAID LEAVE**

Employees who have worked at least 12 months for the City and have worked at least 1,250 hours in the 12 months preceding the commencement of the leave are eligible for unpaid leave through the Illinois Family Military Leave Act. An employee must first exhaust all accrued vacation, floating holiday, PTO, compensatory time, and all other leaves except sick leave and/or disability leave. Family Military Leave may not run concurrently with a paid leave. An employee who is the spouse, parent, child or grandparent of a person called by the Governor or President to State or federal service lasting longer than 30 days may request leave. An employee seeking Family Military Leave must give at least 14 days' notice prior to the date the leave will commence. The City shall require certification from the proper military authority to verify the employee's eligibility for the leave. The employee is entitled to be restored to the same or equivalent position following leave. Employees shall maintain benefits at their own expense.

## CHAPTER XXII

### WHISTLEBLOWER PROTECTION POLICY

#### 22.1 PURPOSE

The Municipality provides whistleblower protections in two important areas: confidentiality and against retaliation. The confidentiality of a whistleblower will be maintained to the extent allowable by law, however, an identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. A whistleblower may also waive confidentiality in writing. The Municipality will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblowers who believe they are being retaliated against must submit a written report to the Auditing Official within 60 days of gaining knowledge of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

#### 22.2 DEFINITIONS

- a. **Whistleblower** means an employee, as defined in Section II of this policy, of the Municipality who:
  - i. Reports an improper governmental action as defined under 50 ILCS 105/4.1 (hereinafter Section 4.1);
  - ii. Cooperates with an investigation by an Auditing Official related to a report of improper governmental action; or,
  - iii. Testifies in a proceeding or prosecution arising out of an improper governmental action.
- b. **Auditing Official** means any elected, appointed or employed individual, by whatever name, in the Municipality whose duties may include: receiving, registering and investigating complaints and information concerning misconduct, inefficiency and waste within the Municipality investigating the performance of officers, employees, functions and programs; and, promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the Municipality.

The Auditing Official shall be the City Administrator.
- c. **Employee** means anyone employed by the Municipality, whether in a permanent or temporary position, including full-time, part-time and intermittent workers. Employee also includes members of appointed boards or commissions, whether paid or unpaid.

Employee also includes persons who have been terminated because of any report or complaint submitted under Section 4.1.

- d. Improper governmental action means any action by an employee of the Municipality; an appointed member of a board, commission or committee; or, an elected official of the Municipality that is undertaken in violation of a federal or state law or local ordinance; is an abuse of authority; violates the public's trust or expectation of their conduct; is of substantial and specific danger to the public's health or safety; or, is a gross waste of public funds. The action need not be within the scope of the employee's, elected officials, board members, commission member's or committee member's official duties to be subject to a claim of "improper governmental action."
  - i. **Improper governmental action** does not include the Municipality's personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.
- e. **Retaliate, retaliation or retaliatory action** means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under Section 4.1. Retaliatory action includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or, other disciplinary action made because of an employee's protected activity under Section 4.1.

### 22.3 **DUTIES OF AN AUDITING OFFICIAL**

Each Auditing Official shall establish written processes and procedures consistent with the terms of this policy and best practices for investigations for managing complaints filed under Section 4.1. Each Auditing Official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures, and all other provisions of Section 4.1.

The Auditing Official must provide each employee a written summary or a complete copy of Section 4.1 upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written process and procedures for reporting improper governmental actions from the applicable Auditing Official.

Auditing Officials may reinstate, reimburse for lost wages or expenses incurred, promote or provide some other form of restitution.

In instances where an Auditing Official determines that restitution will not suffice, the Auditing Official may make their investigation findings available for the purposes of aiding in that employee's, or the employee's attorney's, effort to make the employee whole.

Auditing Officials are responsible for reading the full context of Section 4.1 and complying with all requirements.

#### 22.4 **DUTIES OF AN EMPLOYEE**

All reports of illegal and dishonest activities will be promptly submitted to the Auditing Official who is responsible for investigating and coordinating corrective action.

If an employee has knowledge of, or a concern of, improper governmental action, the employee shall make a written report of the activity to the Auditing Official. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; a designated Auditing Official is charged with these responsibilities.

#### 22.5 **DEFEND TRADE SECRETS ACT (18 U.S.C. § 1836) COMPLIANCE:**

Section 7(b): "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

- 1) Immunity – An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that – (A) is made-(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and, (ii) solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- 2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and, (B) does not disclose the trade secret, except pursuant to court order."

#### 22.6. **EMPLOYEE ACKNOWLEDGEMENT**

Employees are required to sign a written acknowledgement that they have received, read and understand this Policy, and to submit that acknowledgement to the Auditing Official or other designated official of the Municipality. The form that follows on page four of this policy will satisfy this requirement upon receipt.

## Employee Acknowledgement of Whistleblower Protection Policy

I confirm that I have received, read and understand the "Whistleblower Protection Policy" for employees of the City of Prospect Heights.

I understand that as an employee, it is my responsibility to abide by this Policy. If I have questions about the Policy, I understand it is my responsibility to seek clarification from the proper supervisory department or the Auditing Official.

Print Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. R-25-26**

**RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND TRESSLER LLP**

**WHEREAS**, the City of Prospect Heights desires to continue the legal services of Tressler LLP and Tressler LLP desires to continue to serve as City Attorney: and

**WHEREAS**, Section 1-6A-1 of the Prospect Heights, Illinois City Code allows the mayor to appoint the City attorney with the advice and consent of the City Council; and

**WHEREAS**, Section 1-6A-2A of the Prospect Heights, Illinois City Code requires that the City attorney must attend all regular and special City Council meetings; and

**WHEREAS**, Mayor Patrick Ludvigsen has agreed to continue to have Tressler LLP provide the City with legal services with a schedule of fees for such services and requests the City Council approve the attached Legal Services Agreement.

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

**Section 1:** The City Council finds that the above recitals are true and correct and incorporates the same as part of this resolution.

**Section 2:** The City Council hereby approves and authorizes the Mayor and City Clerk to execute the April 15, 2025 Legal Services Agreement between the City of Prospect Heights and Tressler LLP. Said Legal Services Agreement is attached hereto as Exhibit A.

**Section 3:** The Resolution shall be in full force and effect from and after its passage as provided by law.

**PASSED AND APPROVED** this 15th day of April, 2025

\_\_\_\_\_  
Patrick Ludvigsen, Mayor

ATTEST:

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

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

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

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

# EXHIBIT A

## Legal Services Agreement

1. Tressler LLP (“Tressler”) is hereby engaged to continue to perform the services of City Attorney as set forth in the ordinances of the City of Prospect Heights (“City”) and as outlined or limited by this agreement. Tressler may perform such other functions as agreed between the parties from time to time. At all times, Tressler shall conduct itself in accord with applicable law and in accord with the Rules of Professional Conduct of the Illinois Supreme Court (“RPC”).

2. Term. This agreement shall commence May 1, 2025 and shall be valid until canceled by either party. The parties may by mutual agreement modify, extend or cancel this agreement at any time.

3. Principal Counsel. John M. O’Driscoll shall continue to be the responsible partner assigned by Tressler to serve the City and shall act as “City Attorney”.

4. Fees. The primary factor used in our billing is our hourly rate, and our hourly billing statement reflects the hours of work multiplied by the hourly rates for attorneys or paralegals that perform the work. We bill in increments of 0.1 hours according to the following schedule of rates:

- a. General Corporate Work and Litigation: \$265 dollars per hour for all partners/senior counsel, \$250 dollars per hour for associate attorneys, and \$130 dollars per hour for paralegals.
- b. “Niche” practice concentrations such as environmental, labor or eminent domain: \$295 dollars per hour for all partners/senior counsel, \$275 dollars per hour for associate attorneys, and \$130 dollars per hour for paralegals.
- c. For Reimbursables projects such as major development projects, as agreed by the Mayor per project.
- d. For Prosecutions: \$235 dollars per hour for attorneys and \$130 dollars per hour for paralegals.

5. Amendments. The parties may at any time amend this agreement by mutual agreement.

6. Notices. Notices under this agreement shall be sent by fax or US Mail as follows:

If to City:

Mayor Patrick Ludvigsen  
City of Prospect Heights  
8 N. Elmhurst Road  
Prospect Heights, IL 60070  
Facsimile: (847) 392-4244

If to Tressler :

John M. O’Driscoll  
Tressler LLP  
550 East Boughton Road, Ste. 250  
Bolingbrook, IL 60440  
Facsimile: (630) 783-1271

7. Relationship of the Parties. Tressler shall act as an independent contractor in providing and performing all services. Nothing in or done pursuant to this Agreement shall be construed to create the relationship of employer and employee.

8. Conflict of Interest. Tressler represents and certifies that, to the best of its knowledge, (1) no City employee or agent is interested in the business of Tressler or this Agreement; (2) as of the date of this Agreement neither Tressler nor any person employed by Tressler has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) there is no conflict of interest as contemplated by RPC 1.7, 1.8, or 1.9.

9. No Collusion. Tressler represents and certifies that (1) Tressler 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 Tressler is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; 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.

10. Sexual Harassment Policy. Tressler certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

11. Non-Discrimination. In all hiring or employment by Tressler 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 disability, unless based upon a bona fide occupational qualification. TRESSLER agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

12. Termination. Notwithstanding any other provision hereof, the either party may terminate this Agreement at any time upon 7 days prior written notice (the "Termination Notice") to the other. In the event that this Agreement is so terminated, Tressler shall be paid for services performed and expenses incurred as of the effective date of termination.

13. Effective Date. This agreement shall be effective May 1, 2025.

TRESSLER LLP

CITY OF PROSPECT HEIGHTS

By: \_\_\_\_\_  
John M. O'Driscoll, Partner

By: \_\_\_\_\_  
Mayor Patrick Ludvigsen

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PROSPECT HEIGHTS  
WARRANT LIST SUMMARY  
4/15/2025**

**Checks**

General Fund	\$	168,268.60
Motor Fuel Tax Fund		-
Tourism District		2,564.45
Solid Waste Fund		34,050.00
Drug Enforcement Agency Fund		4,750.00
Special Service Area #1		-
Special Service Area #2		-
Special Service Area #3		-
Special Service Area #4		-
Special Service Area #5		138.48
Special Service Area-Constr#6(Water Main)		-
Special Service Area #8 - Levee Wall #37		212.38
Capital Improvements		59,264.13
Special Service Area-Debt#6		-
Road Construction Debt		-
Water Fund		10,854.20
Parking Fund		954.08
Sanitary Sewer Fund		14,757.10
Road/Building Bond Escrow		-
	<b>TOTAL \$</b>	<b>295,813.42</b>

**Wire Payments**

03.21.25 PAYROLL	\$	180,679.19
04.04.25 PAYROLL	\$	176,537.71
<b>TOTAL WARRANT</b>	<b>\$</b>	<b>653,030.32</b>

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
AIR-FLO HVAC INC.	9186	SMOKE ALARM SERVICE	03/29/2025	01-350-5104	507.00	.00	
Total AIR-FLO HVAC INC.:					507.00	.00	
ALFREDO CUEEVAS	03.27.25	ADMIN TOW FEE REFUND	03/27/2025	01-140-3515	500.00	.00	
Total ALFREDO CUEEVAS:					500.00	.00	
AMERICAN LITHO	261059-01	WINTER 24 NEWSLETTER	01/31/2025	01-320-5221	2,167.00	.00	
Total AMERICAN LITHO:					2,167.00	.00	
ANDERSON LOCK COMPANY L	1168698	LOCKS CH	04/01/2025	01-350-5710	64.20	.00	
ANDERSON LOCK COMPANY L	1168803	POLICE KEYS	04/02/2025	01-350-5710	108.40	.00	
Total ANDERSON LOCK COMPANY LTD:					172.60	.00	
ANDREW HART	PHONE REIMB	PHONE REIMB	03/31/2025	01-340-5100	50.00	.00	
Total ANDREW HART:					50.00	.00	
ARLINGTON HEIGHTS FORD IN	158556H	SQUAD 694 & STOCK	03/26/2025	01-350-5020	84.36	.00	
ARLINGTON HEIGHTS FORD IN	159191H	VEHICLE 505 PARTS	04/07/2025	01-350-5020	34.80	.00	
Total ARLINGTON HEIGHTS FORD INC.:					119.16	.00	
AXON ENTERPRISE, INC.	INUS336544	AXON BWC BAY PW	04/02/2025	01-360-7022	973.00	.00	
Total AXON ENTERPRISE, INC.:					973.00	.00	
BLUECROSS BLUESHIEDL OF I	APRIL 2025	APR 25 HMO PREMIUM	03/17/2025	01-360-4100	4,222.18	.00	
BLUECROSS BLUESHIEDL OF I	APRIL 2025	APR 25 HMO PREMIUM	03/17/2025	01-370-4101	1,811.84	.00	
Total BLUECROSS BLUESHIEDL OF IL:					6,034.02	.00	
BUILDERS ASPHALT	159376	COLD PATCH	03/12/2025	01-350-5634	180.25	.00	
Total BUILDERS ASPHALT:					180.25	.00	
CANON FINANCIAL SERVICES	39735746	APRIL 25 CH COPIES	04/01/2025	01-340-7020	198.97	.00	
Total CANON FINANCIAL SERVICES:					198.97	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING ROOM LIGHT	03/20/2025	01-360-5700	25.99	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	GAS	03/20/2025	01-320-5310	41.21	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING MEAL	03/20/2025	01-350-5330	18.25	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	SALT AUGOR MOTOR	03/20/2025	01-350-5632	827.52	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	IFPCA TRAINING	03/20/2025	01-360-5330	575.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST PD	03/20/2025	01-360-5410	264.55	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	AV PARTS PW	03/20/2025	01-350-5710	14.97	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES	03/20/2025	01-360-5700	22.04	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	INSPECTOR	03/20/2025	01-340-5330	240.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	OFC	03/20/2025	01-320-5700	478.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CARDMEMBER SERVICE	2/21-3/20/2025	VEHICLE LIGHTS	03/20/2025	01-350-7020	149.55	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES ADMIN	03/20/2025	01-360-5700	69.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PHONE STORAGE	03/20/2025	01-350-7025	.99	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING LODGING	03/20/2025	01-350-5330	700.40	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES	03/20/2025	01-360-5700	126.10	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	RIBBON	03/20/2025	01-320-5700	19.58	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	D.O MEETING TRAINING	03/20/2025	01-360-5330	17.73	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	01-350-5410	197.84	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	01-340-5330	300.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	AWARD FRAMES	03/20/2025	01-320-5700	13.18	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PLOW DAMAGE	03/20/2025	01-350-5632	56.21	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	51-300-5410	610.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	ELDERLY TRAINING	03/20/2025	01-360-5330	19.10	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PD WALL FOAM	03/20/2025	01-350-5710	105.99	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST 801 CAMP MCDLD	03/20/2025	51-300-5410	136.40	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	STAMP	03/20/2025	01-320-5700	44.06	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	CUSTODIAN SUPPLIES	03/20/2025	01-350-5710	811.13	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	POLICE EQUIP	03/20/2025	01-360-7022	24.99	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST 8 N ELMHURST	03/20/2025	01-320-5410	216.90	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	EQUIP MAINT	03/20/2025	01-360-5610	27.83	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	01-350-5710	71.98	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	01-320-5410	642.98	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST 101 WOLF	03/20/2025	52-300-5410	171.35	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING STAFF MEET	03/20/2025	01-360-5330	23.23	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	AUTO PARTS	03/20/2025	01-350-5020	78.62	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PD AWARD REFRESH	03/20/2025	01-360-5710	65.53	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	01-340-5330	150.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	01-350-5710	159.98	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES	03/20/2025	01-360-5700	13.29	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PRIME MEMBERSHIP	03/20/2025	01-360-5310	179.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING MEAL	03/20/2025	01-350-5330	18.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	ZOOM 2/23-3/22	03/20/2025	01-310-5100	50.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING FUEL	03/20/2025	01-350-5330	41.22	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES - INV	03/20/2025	01-360-5700	28.97	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	EXTENSION CABLE	03/20/2025	01-320-5700	9.99	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	01-340-5330	300.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	FRGN TRANS FEE	03/20/2025	01-320-5430	2.39	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	01-350-5710	179.99	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	CERTIFICATE HOLDER	03/20/2025	01-360-5700	14.29	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	SPRINGFIELD HOTEL	03/20/2025	01-320-5310	325.52	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	WALL MOUNT PW	03/20/2025	01-350-5710	95.99	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	DEPOSIT TICKET BOOK	03/20/2025	01-320-5700	181.88	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PW DATA 2/6/25	03/20/2025	01-350-5410	216.35	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	IPASS TOLLS	03/20/2025	01-350-5020	30.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PATROL PHONE CASE	03/20/2025	01-360-5610	119.97	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	01-360-5410	197.84	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PATROL & INV PHONE CASES	03/20/2025	01-360-5610	48.61	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	DAILY HERALD	03/20/2025	01-320-5820	247.20	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING POWER SUPPLY	03/20/2025	51-300-5000	185.67	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	NRC	03/20/2025	01-310-5960	342.42	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	CERT PROGRAM	03/20/2025	01-360-7022	94.01	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	01-350-5710	262.85	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	01-340-5330	450.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	RECORDS TRAINING	03/20/2025	01-360-5330	149.00	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PD EQUIP FANS	03/20/2025	01-360-7022	342.64	.00	
CARDMEMBER SERVICE	2/21-3/20/2025	PD SUBSTATION PRINTER	03/20/2025	01-360-5610	55.35	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total CARDMEMBER SERVICE:					11,700.62	.00	
CARLIN SALES CORPORATION	3069712-00	NRC SUPPLIES	03/21/2025	01-310-5650	964.88	.00	
Total CARLIN SALES CORPORATION:					964.88	.00	
CHICAGOLAND PAVING CONTR	248601	2024 PAVEMENT PATCHING PR	01/23/2025	01-350-5106	47,988.00	.00	
Total CHICAGOLAND PAVING CONTRACTORS INC:					47,988.00	.00	
CHI-TOWN CLEANING SERVICE	25-0114	CUSTODIAL MARCH 2025	04/01/2025	01-350-5104	1,196.97	.00	
Total CHI-TOWN CLEANING SERVICES:					1,196.97	.00	
CHRISTINE SOLUM	03.19.25	STICKER REFUND SENIOR	04/04/2025	01-120-3300	40.00	.00	
Total CHRISTINE SOLUM:					40.00	.00	
CITY OF PROSPECT HEIGHTS	170260075790	1702600757905666 - SIEGEL	03/24/2025	01-140-3500	100.00	.00	
Total CITY OF PROSPECT HEIGHTS PHOTO ENFORCE:					100.00	.00	
COMED - ACCT #0767814000	31725 0 E Wolf	FEB-MAR 25 O E WOLF 1N KEN	03/17/2025	52-300-5410	135.90	.00	
Total COMED - ACCT #0767814000:					135.90	.00	
COMED - ACCT #1165283000	31725 0 Corner	FEB-MAR 25 0 CORNER PIPER	03/17/2025	25-300-5050	107.97	.00	
Total COMED - ACCT #1165283000:					107.97	.00	
COMED - ACCT #4546302111	31725 101 S W	FEB-MAR 25 METRA STATION	03/17/2025	52-300-5410	297.83	.00	
Total COMED - ACCT #4546302111:					297.83	.00	
COMED - ACCT #5019434111	31725 0 E Wolf	FEB-MAR 25 O E WOLF 3N EUC	03/17/2025	52-300-5410	183.04	.00	
Total COMED - ACCT #5019434111:					183.04	.00	
COMED - ACCT #5306644000	31725 1 S Appl	FEB-MAR 25 1 S APPLE DR	03/17/2025	01-350-5410	79.71	.00	
Total COMED - ACCT #5306644000:					79.71	.00	
COMED-ACCT #271664222	1320209350	2/12/25-3/14/25 LEVEE 37 POWE	03/17/2025	28-300-7020	212.38	.00	
Total COMED-ACCT #271664222:					212.38	.00	
COMED-ACCT#0519321222	31425 218 Fair	FEB-MAR 25 218 FAIRWAY CT	03/14/2025	51-300-5410	31.20	.00	
Total COMED-ACCT#0519321222:					31.20	.00	
CONSERV FS INC.	101031823	CONSERV FUEL 3.17.25	03/17/2025	01-350-5751	2,347.52	.00	
CONSERV FS INC.	101031936	FUEL 3/31/25	03/31/2025	01-350-5751	3,290.72	.00	
Total CONSERV FS INC.:					5,638.24	.00	
CONSTELLATION NEWENERGY	70344354301	0 COR EUCLID 2.14-3.18.25	03/28/2025	01-350-5411	325.26	.00	
CONSTELLATION NEWENERGY	70344354301	801 E CAMP MCDLD 2.03-3.05.2	03/28/2025	51-300-5410	489.65	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CONSTELLATION NEWENERGY	70344354301	900 E OLD WILLOW 2.12-3.14.25	03/28/2025	25-300-5050	30.51	.00	
CONSTELLATION NEWENERGY	70344354301	US RT 45 RT 21 2.14-3.18.25	03/28/2025	01-350-5411	594.12	.00	
CONSTELLATION NEWENERGY	70344354301	711 ELM 2.03-3.05.25	03/28/2025	01-350-5411	320.27	.00	
CONSTELLATION NEWENERGY	70390557701	FEB-MAR 25 604 N MILWAUKEE	03/17/2025	13-300-5410	41.21	.00	
CONSTELLATION NEWENERGY	70390801301	FEB-MAR 25 1250 RIVER RD	03/17/2025	13-300-5410	31.24	.00	
Total CONSTELLATION NEWENERGY INC.:					1,832.26	.00	
CPS ELK GROVE VILLAGE	40V0025427	SQUAD 602 AND 691	04/02/2025	01-350-5020	638.14	.00	
Total CPS ELK GROVE VILLAGE:					638.14	.00	
CRANDALL OFFCIE FURNITUR	118751	OFFICE CHAIRS PD	04/02/2025	01-360-7022	4,952.40	.00	
Total CRANDALL OFFCIE FURNITURE:					4,952.40	.00	
DACRA Adjudication System	DT 2025-01-07	JAN 25 SERVICE	01/31/2025	01-360-5100	1,500.00	.00	
DACRA Adjudication System	DT 2025-02-08	FEB 25 SERVICE	02/28/2025	01-360-5100	1,500.00	.00	
DACRA Adjudication System	DT 2025-03-01	MARCH 25 SERVICE	03/31/2025	01-360-5100	1,500.00	.00	
Total DACRA Adjudication System:					4,500.00	.00	
DEKIND COMPUTER CONSULT	41232	LAPTOP PW	04/09/2025	53-300-5050	2,189.70	.00	
DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	01-320-5130	704.92	.00	
DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	53-300-5100	939.90	.00	
DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	01-360-5100	1,644.83	.00	
DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	51-300-5100	704.93	.00	
DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	01-350-5100	704.92	.00	
DEKIND COMPUTER CONSULT	41687	MAR 25 OT AND TRIP CHARGE	04/01/2025	01-320-5130	586.25	.00	
Total DEKIND COMPUTER CONSULTANTS:					7,475.45	.00	
DELTA DENTAL OF ILLINOIS	1907924	HMO DENTAL APRIL 25	04/02/2025	01-350-4100	28.67	.00	
DELTA DENTAL OF ILLINOIS	1907924	HMO DENTAL APRIL 25	04/02/2025	01-360-4100	122.10	.00	
DELTA DENTAL OF ILLINOIS	1907925	APR 25 RETIREE DENTAL	04/01/2025	01-370-4101	28.67	.00	
DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	01-360-4100	302.98	.00	
DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	01-310-4100	6.53	.00	
DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	01-340-4100	32.33	.00	
DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	01-370-4101	38.54	.00	
DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	01-320-4100	46.40	.00	
DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	01-350-4100	20.60	.00	
DELTA DENTAL OF ILLINOIS	1909893	HMO VISION APRIL 25	04/02/2025	01-370-4101	12.74	.00	
DELTA DENTAL OF ILLINOIS	1909893	HMO VISION APRIL 25	04/02/2025	01-360-4100	33.66	.00	
Total DELTA DENTAL OF ILLINOIS:					673.22	.00	
DES PLAINES MATERIAL & SUP	1193	TOPSOIL	03/25/2025	01-350-5650	278.85	.00	
DES PLAINES MATERIAL & SUP	2961	LANDSCAPE DIRT	04/07/2025	01-350-5650	253.50	.00	
DES PLAINES MATERIAL & SUP	2962	STORM PIPE REPAIR PARTS	04/07/2025	01-350-5635	180.66	.00	
Total DES PLAINES MATERIAL & SUPPLY:					713.01	.00	
EL-COR INDUSTRIES INC	281242	SHOP SUPPLIES	03/31/2025	01-350-5020	108.05	.00	
Total EL-COR INDUSTRIES INC:					108.05	.00	
FLOCK SAFTEY	INV-53599	FLOCK CPR	12/13/2024	16-300-5610	3,750.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total FLOCK SAFTEY:					3,750.00	.00	
FOX VALLEY FIRE & SAFETY C	IN00740778	FIRE ALARM SYSTEM PW	01/07/2025	01-350-5104	397.00	.00	
Total FOX VALLEY FIRE & SAFETY CO. INC.:					397.00	.00	
FP FINANCE PROGRAM	38846152	APRIL 25 POSTAGE MACHINE	03/24/2025	01-320-5200	185.95	.00	
FP FINANCE PROGRAM	RI106596988	POSTAGE PMT FEE	03/27/2025	01-320-5200	50.00	.00	
Total FP FINANCE PROGRAM:					235.95	.00	
HALINA GALEK	03.31.25	STICKER REFUND SENIOR	04/04/2025	01-120-3300	40.00	.00	
Total HALINA GALEK:					40.00	.00	
HIGHSTAR TRAFFIC	11836	STREET SIGNS	04/01/2025	01-350-5721	52.50	.00	
HIGHSTAR TRAFFIC	11982	ROAD SIGNS	04/03/2025	01-350-5721	1,163.75	.00	
Total HIGHSTAR TRAFFIC:					1,216.25	.00	
HOME DEPOT CREDIT SERVIC	01014 2588 03.	BUILDING SUPPLY	04/04/2025	01-350-5710	8.98	.00	
HOME DEPOT CREDIT SERVIC	01014 2588 03.	BUILDING SUPPLY	04/04/2025	01-350-5710	65.84	.00	
HOME DEPOT CREDIT SERVIC	01014 2588 03.	BUILDING SUPPLY	04/04/2025	01-350-5710	39.48	.00	
HOME DEPOT CREDIT SERVIC	01014 2588 03.	PLOW PARTS	04/04/2025	01-350-5632	11.88	.00	
Total HOME DEPOT CREDIT SERVICES:					126.18	.00	
ILLINOIS-AMERICAN WATER C	04.01.25	APR 25 ILLINOIS AMERICAN WA	04/01/2025	01-350-5410	56.66	.00	
Total ILLINOIS-AMERICAN WATER CO.:					56.66	.00	
Image Systems & Business Soluti	417480	PHOTOCOPY COLOR	03/26/2025	01-360-5220	130.59	.00	
Image Systems & Business Soluti	417969	PD PAPER ANNUAL SUB	03/31/2025	01-360-7022	2,050.00	.00	
Total Image Systems & Business Solutions:					2,180.59	.00	
INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	01-350-5410	202.69	.00	
INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	01-360-5410	629.06	.00	
INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	01-320-5410	524.60	.00	
INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	51-300-5410	22.52	.00	
Total INNOVATIVE TELEPHONE & DATA SOLUTION:					1,378.87	.00	
IUOE LOCAL 150 ADMIN	03.2025	MAR 25 MEMEBERSHIP	04/07/2025	01-000-2050	146.76	.00	
IUOE LOCAL 150 ADMIN	03.2025	MAR 25 ADMIN	04/07/2025	01-000-2050	729.02	.00	
Total IUOE LOCAL 150 ADMIN:					875.78	.00	
KIESLERS POLICE SUPPLY INC	IN241089	POLICE EQUIPMENT IPMG GR	04/07/2025	01-360-7022	3,344.86	.00	
Total KIESLERS POLICE SUPPLY INC:					3,344.86	.00	
KOSCO FLAGS & FLAGPOLES,	22705	FLAGS	03/18/2025	01-320-5721	1,144.00	.00	
Total KOSCO FLAGS & FLAGPOLES, LLC:					1,144.00	.00	
LANDSCAPE CONCEPTS MANA	57654	APRIL LANDSCAPE MAINTENA	04/01/2025	13-300-5108	1,492.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total LANDSCAPE CONCEPTS MANAGEMENT:					1,492.00	.00	
LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	16-300-5100	1,000.00	.00	
LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	51-300-5102	4,500.00	.00	
LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	01-322-5102	10,400.00	.00	
LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	53-300-5102	9,100.00	.00	
LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	13-300-5102	1,000.00	.00	
Total LAUTERBACH & AMEN LLP:					26,000.00	.00	
Law Offices of John L. Fioti	MARCH 2025	MARCH 25 ADJUDICATION	03/30/2025	01-324-5121	600.00	.00	
Total Law Offices of John L. Fioti:					600.00	.00	
LEXISNEXIS RISK SOLUTIONS	1100118431	MARCH 2025 1 USER(S) @ \$221	03/31/2025	01-360-5100	221.45	.00	
Total LEXISNEXIS RISK SOLUTIONS:					221.45	.00	
MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	01-320-4110	30.94	.00	
MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	01-360-4110	214.50	.00	
MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	51-300-4110	10.31	.00	
MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	01-340-4110	33.00	.00	
MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	01-350-4110	48.98	.00	
MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	01-310-4110	7.58	.00	
MADISON NATIONAL LIFE	1686607	EMPL SUPPL LIFE APRIL	03/18/2025	01-000-2030	144.00	.00	
Total MADISON NATIONAL LIFE:					489.31	.00	
MENARDS	49367	KEROSENE	04/03/2025	01-350-5710	15.75	.00	
Total MENARDS:					15.75	.00	
METROPOLITAN ALLIANCE OF	#252 03/2025	MAR 25 MAP 252	04/07/2025	01-000-2050	720.00	.00	
METROPOLITAN ALLIANCE OF	#253 03/2025	MAR 25 MAP 253	04/07/2025	01-000-2050	225.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					945.00	.00	
METROPOLITAN INDUSTRIES I	INV071806	PROGRAMMING FIELD SERVIC	03/31/2025	51-300-5100	900.00	.00	
Total METROPOLITAN INDUSTRIES INC:					900.00	.00	
Midwest Print & Imaging	53683	GENERIC PATROL CARDS	03/27/2025	01-360-5221	68.85	.00	
Midwest Print & Imaging	53698	BUSINESS CARDS	03/26/2025	01-360-5741	78.85	.00	
Total Midwest Print & Imaging:					147.70	.00	
MOE FUNDS	3992146	MAY 25 MENDEZ PREM	04/07/2025	01-350-4100	1,001.00	.00	
MOE FUNDS	3992147	MAY 25 SIARA PREM	04/07/2025	51-300-4100	1,001.00	.00	
MOE FUNDS	3992147	MAY 25 SIARA PREM	04/07/2025	53-300-4100	1,001.00	.00	
MOE FUNDS	3992149	MAY 25 FAMILY PREM	04/07/2025	53-300-4100	1,526.50	.00	
MOE FUNDS	3992149	MAY 25 FAMILY PREM	04/07/2025	51-300-4100	1,526.50	.00	
MOE FUNDS	3992149	MAY 25 FAMILY PREM	04/07/2025	01-350-4100	9,159.00	.00	
Total MOE FUNDS:					15,215.00	.00	
MOTOROLA SOLUTIONS INC.	8281942204	PATROL RADIO ACCESS	07/29/2024	01-360-5741	121.76	.00	
MOTOROLA SOLUTIONS INC.	8282020518	RADIO CHARGER	11/12/2024	01-360-7022	1,169.54	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
MOTOROLA SOLUTIONS INC.	8282054354B	BATTERY PACK,IMPRES GEN2,	01/09/2025	01-360-5611	770.25	.00	
MOTOROLA SOLUTIONS INC.	8282061327	RADIO ACCESS	01/23/2025	01-360-5741	526.50	.00	
Total MOTOROLA SOLUTIONS INC.:					2,588.05	.00	
N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	01-340-4100	216.00	.00	
N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	51-300-4100	52.50	.00	
N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	01-350-4100	155.00	.00	
N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	01-320-4100	315.50	.00	
N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	01-370-4101	531.00	.00	
N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	01-360-4100	2,070.00	.00	
N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	01-310-4100	54.00	.00	
Total N SUBURBAN EMPL BENEFIT COOP:					3,394.00	.00	
NAPA AUTO PARTS	343096	VEHICLES 101 & 501	03/18/2025	01-350-5020	121.20	.00	
NAPA AUTO PARTS	346731	SQUAD 606-STOCK-WELDING H	04/01/2025	01-350-5020	90.70	.00	
NAPA AUTO PARTS	348466	VEHICLE 505 & STOCK	04/07/2025	01-350-5020	24.99	.00	
Total NAPA AUTO PARTS:					236.89	.00	
NATIONAL TESTING NETWORK	17951	POLICE TESTING	03/18/2025	01-360-5100	500.00	.00	
Total NATIONAL TESTING NETWORK:					500.00	.00	
NICOR GAS	02.21.25-03.25	02.21.25-03.25.25 401 PIPER LN	03/25/2025	01-320-5410	591.11	.00	
NICOR GAS	2.21.25-3.25.2	2.21.25-3.25.25 101 S WOLF RD	03/25/2025	52-300-5410	165.96	.00	
NICOR GAS	22125-32525 1	02.21.25-03.25.25 14 E CAMP M	03/25/2025	01-320-5410	373.41	.00	
NICOR GAS	STATEMENT 3/	NICOR CH	04/01/2025	01-320-5410	405.42	.00	
NICOR GAS	STATEMENT 3/	02.21-03.25.25 801 E CAMP MC	04/01/2025	51-300-5410	233.52	.00	
Total NICOR GAS:					1,769.42	.00	
NORTH SHORE SIGN	125347	SIGN MAINTENANCE FOR THE	04/01/2025	01-320-5100	243.00	.00	
Total NORTH SHORE SIGN:					243.00	.00	
NORTH SUBURBAN ASSOC CHI	202547	2025 ADMINISTRATIVE LUNCHE	04/07/2025	01-360-5100	75.00	.00	
Total NORTH SUBURBAN ASSOC CHIEFS OF POLICE:					75.00	.00	
NORTHERN IL POLICE ALARM	15533	TRANSLATION SERVICE	03/25/2025	01-360-5100	45.00	.00	
Total NORTHERN IL POLICE ALARM SYS:					45.00	.00	
NORTHWEST CENTRAL DISPAT	9766	MAY, 2025 MEMBER ASSESSME	04/01/2025	01-360-5240	15,097.02	.00	
Total NORTHWEST CENTRAL DISPATCH SYSTEM:					15,097.02	.00	
PACE ANALYTICAL SERVICES	257208592	WATER TESTING 3/31/25	04/01/2025	51-300-5100	450.00	.00	
Total PACE ANALYTICAL SERVICES:					450.00	.00	
PHOTO ENFORCEMENT PROG	170260075790	1702600757905666 - SIEGEL	03/24/2025	01-140-3500	100.00	.00	
Total PHOTO ENFORCEMENT PROGRAM:					100.00	.00	
POINT EMBLEMS	18044	35TH AMMV DINS	02/18/2025	01-360-7022	570.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total POINT EMBLEMS:					570.00	.00	
RAY O'HERRON CO INC	2400969	VEST CARRIER COLEMAN	03/20/2025	01-360-7022	315.63	.00	
RAY O'HERRON CO INC	2400975	VEST CARRIER HARTH	03/20/2025	01-360-7022	330.62	.00	
Total RAY O'HERRON CO INC:					646.25	.00	
ROBERT LICHOROBIEC	04.02.25	STICKER REFUND SENIOR	04/04/2025	01-120-3300	40.00	.00	
Total ROBERT LICHOROBIEC:					40.00	.00	
Rotary Club of River Cities	1257	ROTARY QUARTERLY	04/01/2025	01-360-5330	150.00	.00	
Total Rotary Club of River Cities:					150.00	.00	
ROY'S TREE SERVICE	011825	FAIRWAY DRIVE TRIMMING TR	03/18/2025	01-350-5103	10,000.00	.00	
Total ROY'S TREE SERVICE:					10,000.00	.00	
RUSSO POWER EQUIPMENT IN	SP121006456	LANDSCAPE SUPPLY	04/09/2025	01-350-5650	191.01	.00	
RUSSO POWER EQUIPMENT IN	SP121006457	LANDSCAPE SUPPLY	04/09/2025	01-350-5650	86.74	.00	
RUSSO POWER EQUIPMENT IN	SPI20979148	PUSH BLOWER	04/01/2025	01-350-5650	1,670.00	.00	
Total RUSSO POWER EQUIPMENT INC.:					1,947.75	.00	
SOLID WASTE AGENCY	7811	MAY 25 FY2026 O&M COSTS	04/01/2025	17-300-5420	34,050.00	.00	
Total SOLID WASTE AGENCY:					34,050.00	.00	
SUBURBAN ELEVATOR COMPA	8106856855	25/26 SERVICE	04/01/2025	01-350-5104	1,504.20	.00	
Total SUBURBAN ELEVATOR COMPANY:					1,504.20	.00	
THOMPSON ELEVATOR INSPEC	25-0501	ELEVATOR INSP	03/03/2025	01-340-5100	344.00	.00	
Total THOMPSON ELEVATOR INSPECT SVC INC:					344.00	.00	
T-MOBILE	032125	2/21-3/20/25	03/21/2025	01-350-5410	320.73	.00	
T-MOBILE	032125	2/21-3/20/25	03/21/2025	01-320-5410	40.09	.00	
T-MOBILE	032125	2/21-3/20/25	03/21/2025	01-360-5410	445.23	.00	
T-MOBILE	032125	2/21-3/20/25	03/21/2025	01-340-7020	80.19	.00	
Total T-MOBILE:					886.24	.00	
ULINE	191211313	PRISONER' PROERTY	04/03/2025	01-360-5140	147.86	.00	
Total ULINE:					147.86	.00	
UNIFIRST CORPORATION	1320209350	PW UNIFORMS	04/01/2025	01-350-5104	178.89	.00	
UNIFIRST CORPORATION	1320211100	PW UNIFORMS	03/28/2025	01-350-5104	179.88	.00	
UNIFIRST CORPORATION	1320212832	PW UNIFORMS	04/09/2025	01-350-5104	162.22	.00	
Total UNIFIRST CORPORATION:					520.99	.00	
WISCONSIN CENTRAL	91782456	WOLF RD SIDEWALK CONSTR	03/14/2025	30-550-7060	59,264.13	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total WISCONSIN CENTRAL:					59,264.13	.00	
Grand Totals:					295,813.42	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL FUND</b>							
01-000-2030 WITHHOLDING INSURAN	MADISON NATIONAL LIFE	1686607	EMPL SUPPL LIFE APRIL	03/18/2025	144.00	.00	
01-000-2050 UNION DUES	IUOE LOCAL 150 ADMIN	03.2025	MAR 25 MEMEBERSHIP	04/07/2025	146.76	.00	
01-000-2050 UNION DUES	IUOE LOCAL 150 ADMIN	03.2025	MAR 25 ADMIN	04/07/2025	729.02	.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	#252 03/2025	MAR 25 MAP 252	04/07/2025	720.00	.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	#253 03/2025	MAR 25 MAP 253	04/07/2025	225.00	.00	
Total :					1,964.78	.00	
<b>LICENSES &amp; FEES</b>							
01-120-3300 VEHICLE STICKERS	CHRISTINE SOLUM	03.19.25	STICKER REFUND SENIOR	04/04/2025	40.00	.00	
01-120-3300 VEHICLE STICKERS	HALINA GALEK	03.31.25	STICKER REFUND SENIOR	04/04/2025	40.00	.00	
01-120-3300 VEHICLE STICKERS	ROBERT LICHOROBIEC	04.02.25	STICKER REFUND SENIOR	04/04/2025	40.00	.00	
Total LICENSES & FEES:					120.00	.00	
<b>PUBLIC SAFETY FINES &amp; FEES</b>							
01-140-3500 TRAFFIC FINES	CITY OF PROSPECT HEIGHTS	170260075790	1702600757905666 - SIEGEL	03/24/2025	100.00	.00	
01-140-3500 TRAFFIC FINES	PHOTO ENFORCEMENT PROG	170260075790	1702600757905666 - SIEGEL	03/24/2025	100.00	.00	
01-140-3515 VEHICLE SEIZURE FEE	ALFREDO CUEEVAS	03.27.25	ADMIN TOW FEE REFUND	03/27/2025	500.00	.00	
Total PUBLIC SAFETY FINES & FEES:					700.00	.00	
<b>CITY COUNCIL &amp; BOARDS</b>							
01-310-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	6.53	.00	
01-310-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	54.00	.00	
01-310-4110 LIFE INSURANCE COUN	MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	7.58	.00	
01-310-5100 PROFESSIONAL SERVIC	CARDMEMBER SERVICE	2/21-3/20/2025	ZOOM 2/23-3/22	03/20/2025	50.00	.00	
01-310-5650 LANDSCAPE SUPPLIES -	CARLIN SALES CORPORATION	3069712-00	NRC SUPPLIES	03/21/2025	964.88	.00	
01-310-5960 NRC OPERATIONS	CARDMEMBER SERVICE	2/21-3/20/2025	NRC	03/20/2025	342.42	.00	
Total CITY COUNCIL & BOARDS:					1,425.41	.00	
<b>ADMINISTRATION</b>							
01-320-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	46.40	.00	
01-320-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	315.50	.00	
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	30.94	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	125347	SIGN MAINTENANCE FOR THE	04/01/2025	243.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	704.92	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	41687	MAR 25 OT AND TRIP CHARGE	04/01/2025	586.25	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5200 POSTAGE	FP FINANCE PROGRAM	38846152	APRIL 25 POSTAGE MACHINE	03/24/2025	185.95	.00	
01-320-5200 POSTAGE	FP FINANCE PROGRAM	RI106596988	POSTAGE PMT FEE	03/27/2025	50.00	.00	
01-320-5221 PRINTING	AMERICAN LITHO	261059-01	WINTER 24 NEWSLETTER	01/31/2025	2,167.00	.00	
01-320-5310 MEMBERSHIPS	CARDMEMBER SERVICE	2/21-3/20/2025	GAS	03/20/2025	41.21	.00	
01-320-5310 MEMBERSHIPS	CARDMEMBER SERVICE	2/21-3/20/2025	SPRINGFIELD HOTEL	03/20/2025	325.52	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST 8 N ELMHURST	03/20/2025	216.90	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	642.98	.00	
01-320-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	524.60	.00	
01-320-5410 UTILITIES	NICOR GAS	02.21.25-03.25	02.21.25-03.25.25 401 PIPER LN	03/25/2025	591.11	.00	
01-320-5410 UTILITIES	NICOR GAS	22125-32525 1	02.21.25-03.25.25 14 E CAMP M	03/25/2025	373.41	.00	
01-320-5410 UTILITIES	NICOR GAS	STATEMENT 3/	NICOR CH	04/01/2025	405.42	.00	
01-320-5410 UTILITIES	T-MOBILE	032125	2/21-3/20/25	03/21/2025	40.09	.00	
01-320-5430 CREDIT CARD & BANK C	CARDMEMBER SERVICE	2/21-3/20/2025	FRGN TRANS FEE	03/20/2025	2.39	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	OFC	03/20/2025	478.00	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	RIBBON	03/20/2025	19.58	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	AWARD FRAMES	03/20/2025	13.18	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	STAMP	03/20/2025	44.06	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	EXTENSION CABLE	03/20/2025	9.99	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	DEPOSIT TICKET BOOK	03/20/2025	181.88	.00	
01-320-5721 SIGNS	KOSCO FLAGS & FLAGPOLES,	22705	FLAGS	03/18/2025	1,144.00	.00	
01-320-5820 PUBLICATIONS	CARDMEMBER SERVICE	2/21-3/20/2025	DAILY HERALD	03/20/2025	247.20	.00	
Total ADMINISTRATION:					9,631.48	.00	
<b>FINANCE</b>							
01-322-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	10,400.00	.00	
Total FINANCE:					10,400.00	.00	
<b>LEGAL</b>							
01-324-5121 ADJUDICATION ATTORN	Law Offices of John L. Fiotti	MARCH 2025	MARCH 25 ADJUDICATION	03/30/2025	600.00	.00	
Total LEGAL:					600.00	.00	
<b>BUILDING DEPARTMENT</b>							
01-340-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	32.33	.00	
01-340-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	216.00	.00	
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	33.00	.00	
01-340-5100 PROFESSIONAL SERVIC	ANDREW HART	PHONE REIMB	PHONE REIMB	03/31/2025	50.00	.00	
01-340-5100 PROFESSIONAL SERVIC	THOMPSON ELEVATOR INSPEC	25-0501	ELEVATOR INSP	03/03/2025	344.00	.00	
01-340-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	INSPECTOR	03/20/2025	240.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-340-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	300.00	.00	
01-340-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	150.00	.00	
01-340-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	300.00	.00	
01-340-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	SBOC CONF	03/20/2025	450.00	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	39735746	APRIL 25 CH COPIES	04/01/2025	198.97	.00	
01-340-7020 EQUIPMENT	T-MOBILE	032125	2/21-3/20/25	03/21/2025	80.19	.00	
Total BUILDING DEPARTMENT:					2,394.49	.00	
<b>PUBLIC WORKS</b>							
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1907924	HMO DENTAL APRIL 25	04/02/2025	28.67	.00	
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	20.60	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	3992146	MAY 25 MENDEZ PREM	04/07/2025	1,001.00	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	3992149	MAY 25 FAMILY PREM	04/07/2025	9,159.00	.00	
01-350-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	155.00	.00	
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	48.98	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD IN	158556H	SQUAD 694 & STOCK	03/26/2025	84.36	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD IN	159191H	VEHICLE 505 PARTS	04/07/2025	34.80	.00	
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	2/21-3/20/2025	AUTO PARTS	03/20/2025	78.62	.00	
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	2/21-3/20/2025	IPASS TOLLS	03/20/2025	30.00	.00	
01-350-5020 VEHICLE MAINTENANCE	CPS ELK GROVE VILLAGE	40V0025427	SQUAD 602 AND 691	04/02/2025	638.14	.00	
01-350-5020 VEHICLE MAINTENANCE	EL-COR INDUSTRIES INC	281242	SHOP SUPPLIES	03/31/2025	108.05	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA AUTO PARTS	343096	VEHICLES 101 & 501	03/18/2025	121.20	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA AUTO PARTS	346731	SQUAD 606-STOCK-WELDING H	04/01/2025	90.70	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA AUTO PARTS	348466	VEHICLE 505 & STOCK	04/07/2025	24.99	.00	
01-350-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	704.92	.00	
01-350-5103 PROF SERVICES - FORE	ROY'S TREE SERVICE	011825	FAIRWAY DRIVE TRIMMING TR	03/18/2025	10,000.00	.00	
01-350-5104 PROF SERVICES - BUILD	AIR-FLO HVAC INC.	9186	SMOKE ALARM SERVICE	03/29/2025	507.00	.00	
01-350-5104 PROF SERVICES - BUILD	CHI-TOWN CLEANING SERVICE	25-0114	CUSTODIAL MARCH 2025	04/01/2025	1,196.97	.00	
01-350-5104 PROF SERVICES - BUILD	FOX VALLEY FIRE & SAFETY C	IN00740778	FIRE ALARM SYSTEM PW	01/07/2025	397.00	.00	
01-350-5104 PROF SERVICES - BUILD	SUBURBAN ELEVATOR COMPA	8106856855	25/26 SERVICE	04/01/2025	1,504.20	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320209350	PW UNIFORMS	04/01/2025	178.89	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320211100	PW UNIFORMS	03/28/2025	179.88	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320212832	PW UNIFORMS	04/09/2025	162.22	.00	
01-350-5106 PROF SERVICES - STRE	CHICAGOLAND PAVING CONTR	248601	2024 PAVEMENT PATCHING PR	01/23/2025	47,988.00	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING MEAL	03/20/2025	18.25	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING LODGING	03/20/2025	700.40	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING MEAL	03/20/2025	18.00	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING FUEL	03/20/2025	41.22	.00	
01-350-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	197.84	.00	
01-350-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	PW DATA 2/6/25	03/20/2025	216.35	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-350-5410 UTILITIES	COMED - ACCT #5306644000	31725 1 S Appl	FEB-MAR 25 1 S APPLE DR	03/17/2025	79.71	.00	
01-350-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	04.01.25	APR 25 ILLINOIS AMERICAN WA	04/01/2025	56.66	.00	
01-350-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	202.69	.00	
01-350-5410 UTILITIES	T-MOBILE	032125	2/21-3/20/25	03/21/2025	320.73	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	70344354301	0 COR EUCLID 2.14-3.18.25	03/28/2025	325.26	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	70344354301	US RT 45 RT 21 2.14-3.18.25	03/28/2025	594.12	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	70344354301	711 ELM 2.03-3.05.25	03/28/2025	320.27	.00	
01-350-5632 ICE CONTROL MAINTEN	CARDMEMBER SERVICE	2/21-3/20/2025	SALT AUGOR MOTOR	03/20/2025	827.52	.00	
01-350-5632 ICE CONTROL MAINTEN	CARDMEMBER SERVICE	2/21-3/20/2025	PLOW DAMAGE	03/20/2025	56.21	.00	
01-350-5632 ICE CONTROL MAINTEN	HOME DEPOT CREDIT SERVIC	01014 2588 03.	PLOW PARTS	04/04/2025	11.88	.00	
01-350-5634 STONE & CONCRETE	BUILDERS ASPHALT	159376	COLD PATCH	03/12/2025	180.25	.00	
01-350-5635 STORM SEWER & PIPE	DES PLAINES MATERIAL & SUP	2962	STORM PIPE REPAIR PARTS	04/07/2025	180.66	.00	
01-350-5650 LANDSCAPE SUPPLIES	DES PLAINES MATERIAL & SUP	1193	TOPSOIL	03/25/2025	278.85	.00	
01-350-5650 LANDSCAPE SUPPLIES	DES PLAINES MATERIAL & SUP	2961	LANDSCAPE DIRT	04/07/2025	253.50	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSSO POWER EQUIPMENT IN	SP121006456	LANDSCAPE SUPPLY	04/09/2025	191.01	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSSO POWER EQUIPMENT IN	SP121006457	LANDSCAPE SUPPLY	04/09/2025	86.74	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSSO POWER EQUIPMENT IN	SPI20979148	PUSH BLOWER	04/01/2025	1,670.00	.00	
01-350-5710 OPERATING SUPPLIES	ANDERSON LOCK COMPANY L	1168698	LOCKS CH	04/01/2025	64.20	.00	
01-350-5710 OPERATING SUPPLIES	ANDERSON LOCK COMPANY L	1168803	POLICE KEYS	04/02/2025	108.40	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	AV PARTS PW	03/20/2025	14.97	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	PD WALL FOAM	03/20/2025	105.99	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	CUSTODIAN SUPPLIES	03/20/2025	811.13	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	71.98	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	159.98	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	179.99	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	WALL MOUNT PW	03/20/2025	95.99	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING SUPPLY	03/20/2025	262.85	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	01014 2588 03.	BUILDING SUPPLY	04/04/2025	8.98	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	01014 2588 03.	BUILDING SUPPLY	04/04/2025	65.84	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	01014 2588 03.	BUILDING SUPPLY	04/04/2025	39.48	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	49367	KEROSENE	04/03/2025	15.75	.00	
01-350-5721 SIGNS	HIGHSTAR TRAFFIC	11836	STREET SIGNS	04/01/2025	52.50	.00	
01-350-5721 SIGNS	HIGHSTAR TRAFFIC	11982	ROAD SIGNS	04/03/2025	1,163.75	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	101031823	CONSERV FUEL 3.17.25	03/17/2025	2,347.52	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	101031936	FUEL 3/31/25	03/31/2025	3,290.72	.00	
01-350-7020 EQUIPMENT	CARDMEMBER SERVICE	2/21-3/20/2025	VEHICLE LIGHTS	03/20/2025	149.55	.00	
01-350-7025 SOFTWARE	CARDMEMBER SERVICE	2/21-3/20/2025	PHONE STORAGE	03/20/2025	.99	.00	
Total PUBLIC WORKS:					90,281.87	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>PUBLIC SAFETY</b>							
01-360-4100 HEALTH INSURANCE	BLUECROSS BLUESHIEDL OF I	APRIL 2025	APR 25 HMO PREMIUM	03/17/2025	4,222.18	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1907924	HMO DENTAL APRIL 25	04/02/2025	122.10	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	302.98	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1909893	HMO VISION APRIL 25	04/02/2025	33.66	.00	
01-360-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	2,070.00	.00	
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	214.50	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA Adjudication System	DT 2025-01-07	JAN 25 SERVICE	01/31/2025	1,500.00	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA Adjudication System	DT 2025-02-08	FEB 25 SERVICE	02/28/2025	1,500.00	.00	
01-360-5100 PROFESSIONAL SERVIC	DACRA Adjudication System	DT 2025-03-01	MARCH 25 SERVICE	03/31/2025	1,500.00	.00	
01-360-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	1,644.83	.00	
01-360-5100 PROFESSIONAL SERVIC	LEXISNEXIS RISK SOLUTIONS	1100118431	MARCH 2025 1 USER(S) @ \$221	03/31/2025	221.45	.00	
01-360-5100 PROFESSIONAL SERVIC	NATIONAL TESTING NETWORK	17951	POLICE TESTING	03/18/2025	500.00	.00	
01-360-5100 PROFESSIONAL SERVIC	NORTH SUBURBAN ASSOC CHI	202547	2025 ADMINISTRATIVE LUNCHE	04/07/2025	75.00	.00	
01-360-5100 PROFESSIONAL SERVIC	NORTHERN IL POLICE ALARM	15533	TRANSLATION SERVICE	03/25/2025	45.00	.00	
01-360-5140 PRISONERS CARE	ULINE	191211313	PRISONER' PROERTY	04/03/2025	147.86	.00	
01-360-5220 PHOTOCOPY	Image Systems & Business Soluti	417480	PHOTOCOPY COLOR	03/26/2025	130.59	.00	
01-360-5221 PRINTING	Midwest Print & Imaging	53683	GENERIC PATROL CARDS	03/27/2025	68.85	.00	
01-360-5240 NORTHWEST CENTRAL	NORTHWEST CENTRAL DISPAT	9766	MAY, 2025 MEMBER ASSESSME	04/01/2025	15,097.02	.00	
01-360-5310 MEMBERSHIPS	CARDMEMBER SERVICE	2/21-3/20/2025	PRIME MEMBERSHIP	03/20/2025	179.00	.00	
01-360-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	IFPCA TRAINING	03/20/2025	575.00	.00	
01-360-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	D.O MEETING TRAINING	03/20/2025	17.73	.00	
01-360-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	ELDERLY TRAINING	03/20/2025	19.10	.00	
01-360-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING STAFF MEET	03/20/2025	23.23	.00	
01-360-5330 TRAINING	CARDMEMBER SERVICE	2/21-3/20/2025	RECORDS TRAINING	03/20/2025	149.00	.00	
01-360-5330 TRAINING	Rotary Club of River Cities	1257	ROTARY QUARTERLY	04/01/2025	150.00	.00	
01-360-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST PD	03/20/2025	264.55	.00	
01-360-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	197.84	.00	
01-360-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	629.06	.00	
01-360-5410 UTILITIES	T-MOBILE	032125	2/21-3/20/25	03/21/2025	445.23	.00	
01-360-5610 EQUIPMENT MAINTENAN	CARDMEMBER SERVICE	2/21-3/20/2025	EQUIP MAINT	03/20/2025	27.83	.00	
01-360-5610 EQUIPMENT MAINTENAN	CARDMEMBER SERVICE	2/21-3/20/2025	PATROL PHONE CASE	03/20/2025	119.97	.00	
01-360-5610 EQUIPMENT MAINTENAN	CARDMEMBER SERVICE	2/21-3/20/2025	PATROL & INV PHONE CASES	03/20/2025	48.61	.00	
01-360-5610 EQUIPMENT MAINTENAN	CARDMEMBER SERVICE	2/21-3/20/2025	PD SUBSTATION PRINTER	03/20/2025	55.35	.00	
01-360-5611 RADIO MAINTENANCE	MOTOROLA SOLUTIONS INC.	8282054354B	BATTERY PACK,IMPRES GEN2,	01/09/2025	770.25	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	TRAINING ROOM LIGHT	03/20/2025	25.99	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES	03/20/2025	22.04	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES ADMIN	03/20/2025	69.00	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES	03/20/2025	126.10	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES	03/20/2025	13.29	.00	
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	OFFICE SUPPLIES - INV	03/20/2025	28.97	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	CERTIFICATE HOLDER	03/20/2025	14.29	.00	
01-360-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	2/21-3/20/2025	PD AWARD REFRESH	03/20/2025	65.53	.00	
01-360-5741 CLOTHING	Midwest Print & Imaging	53698	BUSINESS CARDS	03/26/2025	78.85	.00	
01-360-5741 CLOTHING	MOTOROLA SOLUTIONS INC.	8281942204	PATROL RADIO ACCESS	07/29/2024	121.76	.00	
01-360-5741 CLOTHING	MOTOROLA SOLUTIONS INC.	8282061327	RADIO ACCESS	01/23/2025	526.50	.00	
01-360-7022 POLICE - SMALL EQUIPM	AXON ENTERPRISE, INC.	INUS336544	AXON BWC BAY PW	04/02/2025	973.00	.00	
01-360-7022 POLICE - SMALL EQUIPM	CARDMEMBER SERVICE	2/21-3/20/2025	POLICE EQUIP	03/20/2025	24.99	.00	
01-360-7022 POLICE - SMALL EQUIPM	CARDMEMBER SERVICE	2/21-3/20/2025	CERT PROGRAM	03/20/2025	94.01	.00	
01-360-7022 POLICE - SMALL EQUIPM	CARDMEMBER SERVICE	2/21-3/20/2025	PD EQUIP FANS	03/20/2025	342.64	.00	
01-360-7022 POLICE - SMALL EQUIPM	CRANDALL OFFCIE FURNITUR	118751	OFFICE CHAIRS PD	04/02/2025	4,952.40	.00	
01-360-7022 POLICE - SMALL EQUIPM	Image Systems & Business Soluti	417969	PD PAPER ANNUAL SUB	03/31/2025	2,050.00	.00	
01-360-7022 POLICE - SMALL EQUIPM	KIESLERS POLICE SUPPLY INC	IN241089	POLICE EQUIPMENT IPMG GR	04/07/2025	3,344.86	.00	
01-360-7022 POLICE - SMALL EQUIPM	MOTOROLA SOLUTIONS INC.	8282020518	RADIO CHARGER	11/12/2024	1,169.54	.00	
01-360-7022 POLICE - SMALL EQUIPM	POINT EMBLEMS	18044	35TH AMMV DINS	02/18/2025	570.00	.00	
01-360-7022 POLICE - SMALL EQUIPM	RAY O'HERRON CO INC	2400969	VEST CARRIER COLEMAN	03/20/2025	315.63	.00	
01-360-7022 POLICE - SMALL EQUIPM	RAY O'HERRON CO INC	2400975	VEST CARRIER HARTH	03/20/2025	330.62	.00	
Total PUBLIC SAFETY:					48,327.78	.00	
<b>REIMBURSABLE EXP</b>							
01-370-4101 RETIREE HEALTH INSUR	BLUECROSS BLUESHIEDL OF I	APRIL 2025	APR 25 HMO PREMIUM	03/17/2025	1,811.84	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1907925	APR 25 RETIREE DENTAL	04/01/2025	28.67	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1909878	PPO VISION APRIL 25	04/02/2025	38.54	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1909893	HMO VISION APRIL 25	04/02/2025	12.74	.00	
01-370-4101 RETIREE HEALTH INSUR	N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	531.00	.00	
Total REIMBURSABLE EXP:					2,422.79	.00	
Total GENERAL FUND:					168,268.60	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>TOURISM DISTRICT EXPENSES</b>							
13-300-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	1,000.00	.00	
13-300-5108 BEAUTIFICATION	LANDSCAPE CONCEPTS MANA	57654	APRIL LANDSCAPE MAINTENA	04/01/2025	1,492.00	.00	
13-300-5410 UTILITIES	CONSTELLATION NEWENERGY	70390557701	FEB-MAR 25 604 N MILWAUKEE	03/17/2025	41.21	.00	
13-300-5410 UTILITIES	CONSTELLATION NEWENERGY	70390801301	FEB-MAR 25 1250 RIVER RD	03/17/2025	31.24	.00	
Total EXPENSES:					2,564.45	.00	
Total TOURISM DISTRICT:					2,564.45	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>DEA SEIZURE FUND EXPENSES</b>							
16-300-5100 PROFESSIONAL SERVIC	LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	1,000.00	.00	
16-300-5610 EQUIPMENT MAINTENAN	FLOCK SAFTEY	INV-53599	FLOCK CPR	12/13/2024	3,750.00	.00	
Total EXPENSES:					4,750.00	.00	
Total DEA SEIZURE FUND:					4,750.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SOLID WASTE DISPOSAL FUND EXPENSES</b>							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	7811	MAY 25 FY2026 O&M COSTS	04/01/2025	34,050.00	.00	
Total EXPENSES:					34,050.00	.00	
Total SOLID WASTE DISPOSAL FUND:					34,050.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SSA #5</b>							
<b>EXPENSES</b>							
25-300-5050 SYSTEM MAINTENANCE	COMED - ACCT #1165283000	31725 0 Corner	FEB-MAR 25 0 CORNER PIPER	03/17/2025	107.97	.00	
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	70344354301	900 E OLD WILLOW 2.12-3.14.25	03/28/2025	30.51	.00	
Total EXPENSES:					138.48	.00	
Total SSA #5:					138.48	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SSA #8</b>							
<b>EXPENSES</b>							
28-300-7020 EQUIPMENT	COMED-ACCT #271664222	1320209350	2/12/25-3/14/25 LEVEE 37 POWE	03/17/2025	212.38	.00	
Total EXPENSES:					212.38	.00	
Total SSA #8:					212.38	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CAPITAL IMPROVEMENTS</b>							
30-550-7060 SIDEWALKS	WISCONSIN CENTRAL	91782456	WOLF RD SIDEWALK CONSTR	03/14/2025	59,264.13	.00	
Total :					59,264.13	.00	
Total CAPITAL IMPROVEMENTS:					59,264.13	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>WATER FUND EXPENSES</b>							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	3992147	MAY 25 SIARA PREM	04/07/2025	1,001.00	.00	
51-300-4100 HEALTH INSURANCE	MOE FUNDS	3992149	MAY 25 FAMILY PREM	04/07/2025	1,526.50	.00	
51-300-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	3.2025D	MAR 25 PPO DENTAL	03/01/2025	52.50	.00	
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1686607	EMPLOYEE LIFE INS APRIL	03/18/2025	10.31	.00	
51-300-5000 BUILDING MAINTENANC	CARDMEMBER SERVICE	2/21-3/20/2025	BUILDING POWER SUPPLY	03/20/2025	185.67	.00	
51-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	704.93	.00	
51-300-5100 PROFESSIONAL SERVIC	METROPOLITAN INDUSTRIES I	INV071806	PROGRAMMING FIELD SERVIC	03/31/2025	900.00	.00	
51-300-5100 PROFESSIONAL SERVIC	PACE ANALYTICAL SERVICES	257208592	WATER TESTING 3/31/25	04/01/2025	450.00	.00	
51-300-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	4,500.00	.00	
51-300-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	JAN25 AT&T	03/20/2025	610.00	.00	
51-300-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST 801 CAMP MCDLD	03/20/2025	136.40	.00	
51-300-5410 UTILITIES	COMED-ACCT#0519321222	31425 218 Fair	FEB-MAR 25 218 FAIRWAY CT	03/14/2025	31.20	.00	
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	70344354301	801 E CAMP MCDLD 2.03-3.05.2	03/28/2025	489.65	.00	
51-300-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	1068785	APRIL SERVICE	04/01/2025	22.52	.00	
51-300-5410 UTILITIES	NICOR GAS	STATEMENT 3/	02.21-03.25.25 801 E CAMP MC	04/01/2025	233.52	.00	
Total EXPENSES:					10,854.20	.00	
Total WATER FUND:					10,854.20	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>PARKING FUND</b>							
<b>EXPENSES</b>							
52-300-5410 UTILITIES	CARDMEMBER SERVICE	2/21-3/20/2025	COMCAST 101 WOLF	03/20/2025	171.35	.00	
52-300-5410 UTILITIES	COMED - ACCT #0767814000	31725 0 E Wolf	FEB-MAR 25 O E WOLF 1N KEN	03/17/2025	135.90	.00	
52-300-5410 UTILITIES	COMED - ACCT #4546302111	31725 101 S W	FEB-MAR 25 METRA STATION	03/17/2025	297.83	.00	
52-300-5410 UTILITIES	COMED - ACCT #5019434111	31725 0 E Wolf	FEB-MAR 25 O E WOLF 3N EUC	03/17/2025	183.04	.00	
52-300-5410 UTILITIES	NICOR GAS	2.21.25-3.25.2	2.21.25-3.25.25 101 S WOLF RD	03/25/2025	165.96	.00	
Total EXPENSES:					954.08	.00	
Total PARKING FUND:					954.08	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SANITARY SEWER FUND EXPENSES</b>							
53-300-4100 HEALTH INSURANCE	MOE FUNDS	3992147	MAY 25 SIARA PREM	04/07/2025	1,001.00	.00	
53-300-4100 HEALTH INSURANCE	MOE FUNDS	3992149	MAY 25 FAMILY PREM	04/07/2025	1,526.50	.00	
53-300-5050 SYSTEM MAINTENANCE	DEKIND COMPUTER CONSULT	41232	LAPTOP PW	04/09/2025	2,189.70	.00	
53-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	41543	MAY 25 IT CONSULT	04/01/2025	939.90	.00	
53-300-5102 FINANCIAL SERVICES	LAUTERBACH & AMEN LLP	103040	MAR 25 FINCL SERVC	04/01/2025	9,100.00	.00	
Total EXPENSES:					14,757.10	.00	
Total SANITARY SEWER FUND:					14,757.10	.00	
Grand Totals:					295,813.42	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL FUND</b>			
Total GENERAL FUND:	168,268.60	.00	
<b>TOURISM DISTRICT</b>			
Total TOURISM DISTRICT:	2,564.45	.00	
<b>DEA SEIZURE FUND</b>			
Total DEA SEIZURE FUND:	4,750.00	.00	
<b>SOLID WASTE DISPOSAL FUND</b>			
Total SOLID WASTE DISPOSAL FUND:	34,050.00	.00	
<b>SSA #5</b>			
Total SSA #5:	138.48	.00	
<b>SSA #8</b>			
Total SSA #8:	212.38	.00	
<b>CAPITAL IMPROVEMENTS</b>			
Total CAPITAL IMPROVEMENTS:	59,264.13	.00	
<b>WATER FUND</b>			
Total WATER FUND:	10,854.20	.00	
<b>PARKING FUND</b>			
Total PARKING FUND:	954.08	.00	
<b>SANITARY SEWER FUND</b>			
Total SANITARY SEWER FUND:	14,757.10	.00	
Grand Totals:	295,813.42	.00	