

**VILLAGE OF LA GRANGE  
REGULAR VILLAGE BOARD MEETING  
MONDAY, NOVEMBER 9, 2015**

**7:30 p.m.**

**Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525**

**Thomas E. Livingston  
Village President**

**John Burns  
Village Clerk**

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING

Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

AGENDA

Monday, November 9, 2015 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
  - Trustee Arnett*
  - Trustee Holder*
  - Trustee Kotynek*
  - Trustee Kuchler*
  - Trustee Langan*
  - Trustee McCarty*
  - President Livingston*
  
2. PRESIDENT'S REPORT
  - This is an opportunity for the Village President to report on matters of interest or concern to the Village.*
  
3. PUBLIC COMMENTS REGARDING AGENDA ITEMS
  - After the Village Clerk has announced the items included on the Omnibus Agenda and under Current Business, members of the public will have the opportunity to speak about any matter that is listed on this Agenda.*
  
4. OMNIBUS AGENDA AND VOTE
  - Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting, or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.*
  
  - A. Ordinance – Creating an Additional Class A-2 Liquor License, Thipi LLC d/b/a Taco Cantina, 50 A South. La Grange Road
  
  - B. Material Purchase – Public Works/FY 2015-16 Tree Planting Program  
  
Resolution – Public Works / Suburban Tree Consortium
  
  - C. Ordinance – Disposal of Surplus Property / Miscellaneous Personal Property
  
  - D. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, October 12, 2015
  
  - E. Consolidated Voucher 151026
  
  - F. Consolidated Voucher 151109

5. CURRENT BUSINESS

*This agenda item includes consideration of matters being presented to the Board of Trustees for action.*

- A. La Grange Business Association / 2015 Hometown Holiday Walk – Request for Village Sponsorship: *Referred to Trustee McCarty*
- B. First National Bank of La Grange Façade Loan Program: *Referred to Trustee McCarty*
- C. Combined Dispatch Center: (1) An Intergovernmental Agreement Between The Villages of La Grange, La Grange Park And Western Springs To Establish A Combined Dispatch Center For Law Enforcement, Fire, Ambulance And Other Emergency Communication Services; (2) An Ordinance Dissolving The La Grange Emergency Telephone System Board And Acknowledging Participation In A Newly-Created Joint Emergency Telephone System Board; (3) Motions To Authorize The Expenditure Of Funds To Purchase Upgrades To Computer Automated Dispatch Software, To Engage Architectural Services For The Build-Out Of A Combined Dispatch Center Within The La Grange Police Station, And To Purchase Emergency Medical Dispatch Software; And (4) An Ordinance Declaring Certain Village Property As Surplus For Assignment And Use By The Combined Dispatch Center: *Referred to Trustee Kuchler*

6. MANAGER'S REPORT

*This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.*

- A. Emergency Preparedness Informational Presentation
- B. Pre-Budget Development Informational Presentation – Revenues and Expenditures

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

*This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.*

8. EXECUTIVE SESSION

*The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.*

9. TRUSTEE COMMENTS

*The Board of Trustees may wish to comment on any matters.*

10. ADJOURNMENT

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The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Village Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Andrianna Peterson, Assistant Village Manager

DATE: November 9, 2015

RE: **ORDINANCE - CREATING AN ADDITIONAL CLASS A-2 LIQUOR  
LICENSE, TACO CANTINA, 50 A SOUTH LA GRANGE ROAD**

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The Village recently received an application for a Class A-2 liquor license from Thipi LLC d/b/a Taco Cantina, to be located at 50 A South La Grange Road. A Class A-2 Restaurant License authorizes the licensee to sell at retail and serve alcoholic liquor for consumption in the restaurant's dining area in conjunction with a meal and also in a bar or lounge area of the licensed premises. As one control on the dispensing of alcohol, applicants and licensees of a Class A-2 must prove to the satisfaction of the Village that more than 60 percent of the gross annual revenue of the dining establishment has resulted from the sale of food. Alcoholic liquor may be served at either the bar and lounge area or in the general seating area. This license also authorizes the licensee to allow customers to carry in their own beer and wine to be consumed within the licensed premises, but only in conjunction with the service of a meal.

The Liquor Commission met on Monday, October 12, 2015 to review the application submitted by Thipi LLC d/b/a Taco Cantina. Prior to that meeting, the Village conducted a background investigation of the owner and store manager which did not produce any information which would preclude the issuance of a liquor license. The Liquor Commission recommended that the Village Board create a Class A-2 license and that the Liquor Commissioner grant that new license to Thipi LLC d/b/a Taco Cantina, to be located at 50 A South La Grange Road. (A copy of the minutes from that meeting is attached.)

Attached for your consideration is a proposed ordinance creating an additional Class A-2 liquor license. Also attached is the list of current liquor license holders by classification.

We recommend that the ordinance be approved.

4-A

VILLAGE OF LA GRANGE

ORDINANCE NO. O-15- \_\_\_\_\_

AN ORDINANCE CREATING AN ADDITIONAL  
CLASS A-2 RESTAURANT LIQUOR LICENSE

WHEREAS, Chapter 111 of the La Grange Code of Ordinances, provides for a category of liquor license known as a Class A-2 Restaurant License; and

WHEREAS, the Class A-2 Restaurant License authorizes the licensee (a) to sell at retail and serve alcoholic liquor for consumption in the restaurant's dining area in conjunction with a meal and also in a bar or lounge area of the licensed premises, (b) to allow consumption of bring-your-own beer and wine in conjunction with a meal, and (c) to sell at retail its regularly stocked wine in its original packaging not for consumption on the premises where sold under certain conditions; and

WHEREAS, the Village received an application for a Class A-2 license from Thipi LLC d/b/a Taco Cantina at 50 A South La Grange Road; and

WHEREAS, the La Grange Liquor Commission has recommended creation of a new Class A-2 license, and the La Grange Liquor Commissioner has indicated his intention to grant a Class A-2 license for the Thipi LLC d/b/a Taco Cantina if the Board of Trustees creates that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a new Class A-2 license be created for the Thipi LLC d/b/a Taco Cantina;

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Creation of New Class A-2 Liquor License. The President and Board of Trustees, pursuant to their authority under State law and Section 111.16 of the La Grange Code of Ordinances, hereby increases the number of Class A-2 Liquor Licenses by one additional license. That new license will be added to the record of outstanding and/or available licenses which is kept in the office of the Village Clerk.

Section 3. Effective Date. This Ordinance will be in full and force and effect from and after its passage and approval. This Ordinance shall be published in pamphlet form in the manner provided by law.

4-A.1

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

4-A.2

LA GRANGE LIQUOR COMMISSION  
SPECIAL MEETING

53 South La Grange Road  
First Floor Conference Room  
La Grange, IL 60525

Monday, October 12, 2015 – 7:00 p.m.

MINUTES

1. Call to Order and Roll Call

A special meeting of the La Grange Liquor Commission was called to order at 7:00 p.m. by Liquor Commissioner Thomas Livingston.

Present and constituting a quorum were Liquor Commissioner Thomas Livingston, and Commissioner Mark Kuchler.

Absent: Commissioner Langan

Also present: Assistant Village Manager Andrianna Peterson, and Village Attorney Mark Burkland

2. Approval of the Minutes

It was moved by Commissioner Kuchler and seconded by Commissioner Livingston to approve the minutes of September 28, 2015, as submitted. The motion carried on a voice vote.

3. Liquor License Request Class A-2 / Thipi LLC d/b/a Taco Cantina

Commissioner Livingston asked Assistant Village Manager Andrianna Peterson to introduce the applicant, and to provide an overview of the liquor license application.

The Village has received an application for a Class A-2 liquor license for Taco Cantina at 50 A South La Grange Road. Tarnthip Kunupakarn is the owner and Antonio Soto is the manager. The owner most recently held a Class A-1 liquor license for Omai at this location. Omai has closed and is planned to be rebranded as Taco Cantina, with a full bar. The owner has held a liquor license since 2001 and also operates Thipi Thai restaurant at 25 W. Calendar.

Ms. Kunupakarn indicated that the space formerly occupied by Omai will be repainted and decorated in a rustic theme. The relatively small menu will feature authentic Mexican cuisine which will be available for dine-in, carry out and delivery.

4-A.3

Commissioner Kuchler asked Ms. Kunupakarn if she had any comments from her perspective as a long-term business owner. Ms. Kunupakarn noted that she expects the restaurant to have a significant amount of carry out and that continued enforcement of the 15 minutes spaces is helpful during peak times. She plans to use the same drivers to provide delivery for both Thipi Thai and Taco Cantina.

Commissioner Livingston thanked the applicant for her ongoing reinvestment in La Grange.

It was moved by Commissioner Kuchler and seconded by Commissioner Livingston that the Liquor Commission recommends: (a) that the Village Board of Trustees creates one new Class A-2 Liquor License and (b) that the Liquor Commissioner issues that license to Thipi LLC d/b/a Taco Cantina. located at 50 A South La Grange Road. Motion carried.

Commissioner Livingston stated that the recommendation for approval would be made to the Village Board at its regularly scheduled meeting which may be on November 9, 2015. Ms. Kunupakarn indicated that she may be ready to open as early as October 23. Commissioner Livingston asked Ms. Kunupakarn to work with staff and the Village Attorney to review options related to provisional licensing if necessary.

4. Adjournment

It was moved by Commissioner Kuchler and seconded by Commissioner Livingston that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 7:15 p.m.

Submitted by:  
Andrianna Peterson  
Assistant Village Manager

Date Approved:

4-A.4

**LIQUOR LICENSE HOLDERS - 2015-16**  
**NEW CLASS (#O-09-22) Approved 08/10/09 Amended (#O-11-05) Approved 02/28/11**  
**Amended (#O-15-09) Approved 04/13/15**

Class A-1 (\$500)

Restaurant License serving beer and wine only for consumption on premise, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Antonino's	701 West Hillgrove Avenue
Armand's Pizzeria	26 S. La Grange Road
Back Alley Burger	1 S. La Grange Road
Fireside Wood Fired Pizza	18 West Harris Avenue
Grapevine	9 West Hillgrove Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 South La Grange Road
Smashburger	1 North La Grange Road, #A
Sushi Ukai	120 B West Calendar
Wild Monk	88 South La Grange Road
Yau's Place	110 West Burlington

Class A-2 (\$2,000)

Restaurant License selling a full-line of alcoholic beverages for consumption on premise, and includes a lounge or bar area, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Adele's Front Room	13 South La Grange Road
Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 West Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Francesca's	75 South La Grange Road
Kama Indian Bistro	9 South La Grange Road
Lucca's Pizzeria	106 - 108 West Burlington Avenue
Magic Wok	23 West Harris Avenue
La Buona Vita	15 West Calendar Avenue
Nicksons	30 South La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 West Calendar Avenue
Steak & Vine	37 South La Grange Road (Pending)
Thipi Thai	25 West Calendar Avenue
Woow Sushi	33 South La Grange Road

Class A-3 (\$1,250)

Restaurant License selling a full-line of alcoholic beverages for consumption on premises, but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Chipotle Mexican Grill, Inc.	40 North La Grange Road
Prasino	93 South La Grange Road

4-A.5

<u>Class B (\$500)</u>	<u>Retail sale for consumption off premises of beer and wine incidental to other sales. Retail sale of alcoholic liquor allowed in grocery stores and pharmacies under specific conditions.</u> DeVries Super Market      806 Arlington Grapevine                      9 West Hillgrove Avenue 7-Eleven                         6 East 47th Street Trader Joe's                    25 North La Grange Road Walgreens                       2 North La Grange Road
<u>Class C-1 (\$1,000)</u>	<u>Food boutique allows sales of wine and beer in its original package &amp; sales of wine by the glass and limited tastings; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-2 (\$1,000)</u>	<u>Wine boutique allows sales of wine and beer in its original package, limited tastings &amp; sales of wine by the glass, and off-premises events.</u> Vino e Birra, Inc.              18 West Burlington Avenue
<u>Class C-3 (\$500)</u>	<u>Retail cabaret for a retail store that also has a cabaret; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-4 (\$500)</u>	<u>Movie theater allows sales and service of alcoholic beverages at public or private events; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class D-1 (\$150)</u>	<u>Tasting license grocery store or pharmacy (must hold a Class B general retail sales license).</u> Trader Joe's                    25 North La Grange Road
<u>Class D-2 (\$150)</u>	<u>Wine Club Event license (must hold a Class A-1, A-2, or A-3 Restaurant)</u> Bacino's                         36 South La Grange Road
<u>Class F-1 (\$500)</u>	<u>Fraternal club allows sales and service of alcoholic beverages and bring-your-own beer and wine for consumption on premises.</u> American Legion              900 South La Grange Road

4-A.6

Class F-2 (\$100)      Private membership organization authorizes only service of alcoholic beverages and bring-your-own beer and wine at private membership events; limited to 4 private events in a calendar year, excluding bring-your-own events.  
La Grange Field Club      1314 West 47<sup>th</sup> Street  
La Grange Art League      122 Calendar Avenue

Class G-1 (\$500)      General caterer license authorizes the service of alcohol as a part of a catering business off premises of the licensee that maintains a business within the Village  
Palmer Place      56 South La Grange Road

Class H (a) (\$250)      Bring your own beer and wine restaurants (without Class A License).  
None

Class H (b) (\$100)      Bring your own beer and wine other in meal preparation services stores  
The Dinner Club      26 South La Grange Road

Class H (c) (\$100)      Bring your own beer and wine in craft making stores during the time customers are engaged in crafts, during a private event or class or for a special event, no more than 12 times per year  
Ceramic Art Café      26 South La Grange Road  
Bottle & Bottega      1 West Harris Avenue

Licenses issued as needed by the Liquor Commissioner – no charge

Class E      Business Single Event License – one day event to non-liquor license holders for service of liquor at special events up to four times per year.

Class G-2      Temporary Caterer – issued to restaurant, grocery store or similar business within the Village once per 12 month period.

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

TO: Village President, Village Clerk, Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works  
Don Wachter, Village Forester

DATE: November 9, 2015

RE: **MATERIAL PURCHASE – PUBLIC WORKS / FY2015-16 TREE  
PLANTING PROGRAM**

**RESOLUTION – PUBLIC WORKS / SUBURBAN TREE  
CONSORTIUM**

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The Village has a long proud heritage of maintaining tree-lined streets dating back to its founding father, Franklin Cossitt. In maintaining our urban forest, we strive to plant a replacement tree for each parkway tree removed due to disease and damage (storm, vehicular, etc.) In addition, we attempt to fill vacant parkway locations if available funds allow. Each year in the spring and fall the Village plants replacement trees in parkways to replace trees that were removed.

Since 1986 the Village has participated in the Suburban Tree Consortium to jointly purchase and plant parkway trees on behalf of a number of municipalities in an effort to realize cost savings through economies of scale and ensure a reasonable supply and variety of suitable parkway trees. The Suburban Tree Consortium contracts separately with nurseries for the purchase of the trees and a landscaping contractor for their installation.

Over the last five years, the Village has on average replanted approximately 191 trees per year. The average number of trees replanted each fiscal year and the number of trees anticipated to be replanted this fiscal year has increased significantly due to damage from the Emerald Ash Borer (EAB). Of the 179 trees that were removed by contractors this fiscal year, 21 were elm trees that were diagnosed with Dutch Elm Disease and 158 were removed due to EAB. Please note that the number of ash and elm trees removed each year continues to decrease as the population of trees susceptible to this disease and insect decreased as well.

There are a total of 336 trees in the upcoming fall and spring tree planting program, which includes tree replacements from the prior fiscal year. This is lower than the estimate of 400 used for budgeting purposes due to trees being treated by property owners and ash trees that haven't been removed because they are not showing signs of infestation. The total number of ash trees removed to date due to the EAB is 1,286.

The following table details the estimated number of trees to be replanted this fiscal year and

the available funding for this program.

<b>FY 2015-16 TREE PLANTING PROGRAM</b>			
<b>Expenses</b>			
	<b>Estimated Quantity</b>	<b>Average Unit Price</b>	<b>Total</b>
2015 Fall Tree Planting			
Routine Replacement	33	261.66	8,635
EAB Replacement	50	261.66	13,083
	<b>83</b>		<b>21,718</b>
2016 Spring Tree Planting			
Routine Replacement	93	267.59	24,886
EAB Replacement	160	267.59	42,814
	<b>253</b>		<b>67,700</b>
<b>Total</b>	<b>336</b>		<b>89,418</b>
<b>Funding Sources</b>			
<b>FY2015-16 Budget</b>			
Capital Projects – Tree Planting Program			33,500
Capital Projects – Emerald Ash Borer			
▪ Tree Planting			137,592
<b>Total</b>			<b>171,092</b>

Please note that the average unit price per tree for the fall tree planting program is lower than spring program due to the fact that the variety of the trees planted in the fall are less expensive. The estimated expenditures are anticipated to be approximately \$80,000 below budget due to fewer tree replacements than anticipated and lower than expected costs for tree planting. Future budgets will be adjusted to reflect these new estimates.

In preparation for the Fall and Spring Tree Planting Programs the Public Works Department has removed all of the stumps and has prepared planting locations for each tree. The actual planting of the tree normally takes place the second week of November.

In summary, we recommend that the Village Board authorize staff to purchase and plant trees which have been competitively bid through a municipal purchasing cooperative known as the Suburban Tree Consortium in an amount of \$21,718 for the 2015 Fall Tree Planting Program and \$67,700 for the 2016 Spring Tree Planting Program. As this is a unit price contract the final amount of the contract will be based on the actual installed quantity of trees at the unit prices listed in the contract. Secondly, it is our recommendation that the attached resolution affirming the Village's commitment to Suburban Tree Consortium be approved.

VILLAGE OF LA GRANGE

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION EXPRESSING INTENT  
TO PARTICIPATE IN THE SUBURBAN  
TREE CONSORTIUM FIVE YEAR CONTRACTUAL PROGRAM

**WHEREAS**, the Village of La Grange has heretofore joined the cooperative known as the Suburban Tree Consortium; and

**WHEREAS**, the Suburban Tree Consortium was created to jointly purchase parkway trees on behalf of a number of municipalities in an effort to realize cost savings and insure a reasonable supply and variety of suitable parkway trees; and

**WHEREAS**, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

**WHEREAS**, due to the nature of the nursery industry and the plant materials desired by the Suburban Tree Consortium, assuring a reasonable number and variety of parkway trees at the best price is possible only with a multi-year commitment on the part of the Consortium Members, so as to allow adequate planning by the Consortium and the Nurseries/Suppliers; and

**WHEREAS**, the Suburban Tree Consortium member municipalities provide the Nurseries/Suppliers a projection of their parkway tree requirements for the next five years; and

**WHEREAS**, the Suburban Tree Consortium can realize the necessary number and variety and the best price of such parkway trees only by providing assurance to the tree Nurseries/Supplier of the level of interest by the Consortium Members; and

**NOW THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of La Grange, Cook County, Illinois, as follows:

1. The Village does hereby express its intent to remain a member of the Suburban Tree Consortium and to procure parkway trees through the Consortium, subject to sufficient annual budgeting.
2. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this resolution are hereby rescinded.
3. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to send a copy of this Resolution to the Suburban Tree Consortium Secretariat at the West Central Municipal Conference Office.

PASSED this \_\_\_\_\_ day of November 2015

4-B.2

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

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

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

APPROVED this \_\_\_\_\_ day of November 2015

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

4-B.3

VILLAGE OF LA GRANGE  
Police Department

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and  
Renee Strasser, Chief of Police

DATE: November 9, 2015

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY / MISCELLANEOUS  
PERSONAL PROPERTY**

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The Police Department routinely becomes the custodian of a wide variety of property that is lost, mislaid, abandoned, forfeited, or of no further evidentiary value. As the Police Department currently has a number of such items, it would be appropriate at this time to dispose of these items as surplus property.

State law allows the Village to sell or dispose of surplus property in a manner that is best for the Village. All unclaimed/recovered property is disposed of in compliance with the Illinois State Statutes, which requires property to be held for at least six (6) months and after all reasonable efforts have been made to return the property to the rightful owner.

This property disposal request consists of over Two Hundred Four (204) miscellaneous items of personal property and evidence that have been held for various reasons over the years by the Police Department. All statute of limitations have expired and/or sentences have been completed for the related evidence in the appendix. Other property included in the appendix has no known owner, was turned in for destruction by the owner, or the owner has failed to respond to the Department's attempts to return their property. The attached list details an inventory of property to be destroyed, auctioned, or transferred to department use upon approval by the Village Board.

We recommend that the Village Board authorize the La Grange Police Department to dispose of the items as per the attached ordinance.

VILLAGE OF LA GRANGE

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

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of La Grange to dispose of said personal property in the manner described in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

By: \_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

4-c.1

Property/Inventory

Appendix

	CASE #	OFFENSE	DATE	EXP DATE	ITEM#	DESCRIPTION	DISPO
1	92-11-37	Forgery	11/10/92	11/10/95	1	Check	Prep For Dest
2					2	VHS Cassette	Prep For Dest
3					4-14	Checks	Prep For Dest
4					15-16	Check Book Cover	Prep For Dest
5	05-15-9	Unlawful Solic	08/31/05	08/31/08	1	License Plate	Prep For Dest
6					2-4	Thin Mint Box	Prep For Dest
7					5	Cookie Tins	Prep For Dest
8					6	\$140.50 USC	Prep For Seizure
9					7	Check	Prep For Dest
10	2006-08325	Theft - Retail	07/29/06	07/29/09	1	Pamphlet	Prep For Dest
11					2	Unknown	Prep For Dest
12					30	CD Disc	Prep For Dest
13					31	Receipt	Prep For Dest
14	2006-07390	Burglary-Res	07/08/06	07/08/09	1	Water Bottle	Prep For Dest
15					2	Plastic TV Backing	Prep For Dest
16					9-12	Elim Prints	Prep For Dest
17	2006-10197	CDP-State Supp	09/12/06	03/12/07	1	Soap Bottle	Prep For Dest
18					2	Soap Bottle	Prep For Dest
19	2009-11458	Found Prop	08/12/09	02/12/10	1	Playstation Console	Prep For Auct
20	2014-10269	Reckless Cond	08/24/14	09/09/15	1	Glass Pipe	Prep For Dest
21					2	Grinder	Prep For Dest
22	2015-09059	Poss Drug Para	07/25/15	09/09/15	1	Grinder	Prep For Dest
23					2	Pipe	Prep For Dest
24					3	.50 USC	Prep For Seizure
25					4	Suspect Cannabis	Prep For Dest
26	2015-09972	Poss Drug Para	08/12/15	09/09/15	1	Suspect Cannabis	Prep For Dest
27					2	Pipe	Prep For Dest
28					3	Tin Container/Susp Cannabis	Prep For Dest
29					4	Grinder	Prep For Dest
30	2014-04534	Suicide-Att	04/21/14	10/21/15	1-5	R/X Meds	Prep For Dest
31	2008-09069	Found Prop	06/23/08	12/23/09	1	Visa Credit Card	Prep For Dest
32					2	Master Card Credit Card	Prep For Dest
33	2008-09132	Att Suicide	06/24/08	06/24/11	1	Phone Cord	Prep For Dest
34	2012-13638	Found Prop	11/21/12	05/21/13	1	Back Pack	Prep For Dest
35					2	Ibuprofen (3)	Prep For Dest
36					3	Divalproex (14)	Prep For Dest
37					4	Unknown Pills (6)	Prep For Dest
38					5	Sandles	Prep For Dest
39					6	Clonazepam (30)	Prep For Dest
40					7	T-Shirt/Towel	Prep For Dest
41					8	Toiletries Var	Prep For Dest
42					9	Book	Prep For Dest
43					10	Music CD	Prep For Dest
44					11	Charger	Prep For Dest
45	2010-13636	Burglary-M/V	09/04/10	09/04/13	1	Cell Phone	Prep For Dest

4-c.2

## Property/Inventory

## Appendix

46					2	Ipod 8G	Prep For Auct
47					3	Ipod 8G	Prep For Auct
48					4	Cassette Adapter	Prep For Dest
49					5	Audio Jack	Prep For Dest
50					6	Coin Purse	Prep For Dest
51					7	GPS Mount	Prep For Dest
52					8	\$21.40 USC	Prep For Seizure
53					9	\$3.49 USC	Prep For Seizure
54					10	Fleece Jacket	Prep For Donation
55	2011-01147	Intimidation	01/21/11	07/21/12	1	Hand Written Note	Prep For Dest
56					2	Var Notes	Prep For Dest
57	2013-01150	Hit and Run	09/01/13	03/01/15	1	Car Mirror	Prep For Dest
58	2013-11126	DUI	08/31/13	04/31/13	1	Vodka Bottle	Prep For Dest
59	2013-11335	Accident	09/05/13	03/05/13	1	Cell Phone	Prep For Dest
60	2013-11547	Found Prop	09/10/13	03/10/14	1	Cell Phone	Prep For Dest
61	2013-11888	Found Prop	09/18/13	03/18/14	1	Cell Phone	Prep For Dest
62	2013-12130	Att Burglary	09/24/13	03/24/15	1	Metal Shaving	Prep For Dest
63	2013-12131	Att Burglary	09/24/13	03/24/15	1	Glass Standard	Prep For Dest
64	2008-07966	Burglary-Res	06/04/08	06/04/11	1	Tool Impression	Prep For Dest
65					2	Door Strike Plate	Prep For Dest
66					3-5	Latent Prints	Prep For Dest
67					6-8	Shoe Impression	Prep For Dest
68					14-23	Latent Prints	Prep For Dest
69					24-27	Elim Prints	Prep For Dest
70					28-29	Shoe Impression	Prep For Dest
71					31	Latent Prints	Prep For Dest
72					34	Latent Prints	Prep For Dest
73					36-37	Latent Prints	Prep For Dest
74					39	Latent Prints	Prep For Dest
75	05-1-2	UUW	38374	39469	2	.38 Cal Cartridges	Prep For Dest
76					3	Projectile	Prep For Dest
77					4	Ammunition	Prep For Dest
78					9	Shirt	Prep For Dest
79					10	GSR Kit	Prep For Dest
80	05-6-3	Burglary-Res	01/20/05	01/20/08	1	Receipt	Prep For Dest
81					2	Credit Card	Prep For Dest
82					3	Wallet	Prep For Dest
83					4	Box	Prep For Dest
84					5	Computer Bag	Prep For Dest
85					6	Box Top	Prep For Dest
86					7	Candy Box	Prep For Dest
87					8	Jewelry Box Container	Prep For Dest
88					9	DVD	Prep For Dest
89					10	Wallet	Prep For Dest
90					11	CD case	Prep For Dest
91					12	DVD Case	Prep For Dest
92					13	Latent Print	Prep For Dest

Property/Inventory

Appendix

93				14-15	Elim Prints	Prep For Dest	
94	2006-11266	Burglary-Com	10/09/06	10/09/09	3	Cash Drawer	Prep For Dest
95	2007-06766	Animal Cruelty	06/28/07	12/28/08	1	Chain	Prep For Dest
96					2	Chain	Prep For Dest
97	05-4-31	Battery-Dom	07/24/05	01/24/07	1	Cell Phone	Prep For Dest
98					2-3	Broken Key	Prep For Dest
99	05-6-19	Burglary-R	07/24/05	07/24/08	6-7	Latent Print	Prep For Dest
100	05-7-28	Burglary-M/V	08/30/05	02/30/07	1	Latent Print	Prep For Dest
101					2	Purse/\$13.77 USC	Prep For Seizure
102					4	Leatherman Tool	Prep For Dest
103					5	CD Player	Prep For Dest
104					6	CD (5)	Prep For Dest
105					7	\$16.38 USC	Prep For Seizure
106	05-7-30	Theft	08/30/05	02/30/07	6	Cell Phone Ear Piece	Prep For Dest
107					1-5	Latent Print	Prep For Dest
108	2006-13120	CDP	11/23/06	05/23/08	1	Piece of Candle	Prep For Dest
109					2	Wrapper	Prep For Dest
110					3	Candle Bottom	Prep For Dest
111					4	Candles	Prep For Dest
112	2006-01096	Att Murder	01/26/06	01/26/09	1-2	Cell Phone	Prep For Dest
113	2009-14079	Burglary-Att	09/28/09	03/28/11	1	Tire Iron	Prep For Dest
114	2010-11805	Turned in Prop	07/28/10	01/28/11	1	Wallet	Prep For Dest
115	2010-18027	CDP	12/03/10	06/03/12	1	Asphalt	Prep For Dest
116	2011-00231	Deceptive Pract	12/27/11	12/27/14	1-9	Checks	Prep For Dest
117					10-13	Receipts	Prep For Dest
118	2011-00327	Deceptive Pract	12/28/11	12/28/14	1-4	Checks	Prep for Dest
119	2011-00492	Disorderly Cond	01/09/11	07/09/12	1	Letter	Prep For Dest
120	2011-00548	Burglary-Res	01/10/11	01/10/14	1	Rubber Cap	Prep For Dest
121	2011-00708	Found Prop	01/13/11	07/13/11	1-2	\$1 USC	Prep for Seizure
122	2013-09517	Found Prop	07/27/13	01/27/14	1	Bike Bag	Prep For Dest
123					2	Bike Reflector	Prep For Dest
124	2008-15048	PCS	10/22/08	10/22/11	1	Suspect Cocaine	Prep For Dest
125	2009-12286	Poss Cannabis	08/27/09	02/27/11	1	Suspect Cannabis	Prep For Dest
126	2009-12367	Poss Cannabis	08/28/09	02/27/11	1	Suspect Cannabis	Prep For Dest
127	2009-15676	PCS	10/24/09	10/24/12	1	Suspect Cocaine	Prep For Dest
128					2	Glass Pipe	Prep For Dest
129					3	BB Gun	Prep For Dest
130	2009-18702	Poss Cannabis	12/17/09	03/17/11	1-6	Suspect Cannabis	Prep For Dest
131					7	Glass Pipe	Prep For Dest
132					8-10	Ziploc Bags	Prep For Dest
133					11	Glass Pipe	Prep For Dest
134					12	R/X Meds	Prep For Dest
135					13	Lighter	Prep For Dest
136					14	Cloth Pouch	Prep For Dest
137					15	Plastic Bags	Prep For Dest
138					16	R/X Meds	Prep For Dest
139	2009-18780	DCS	12/18/09	12/18/12	1	Suspect Cocaine	Prep For Dest

## Property/Inventory

## Appendix

140	2010-07052	DCS	05/10/10	05/10/13	1-2	R/X Meds	Prep For Dest
141	2010-08149	DCS	05/21/10	05/21/13	1-2	R/X Meds	Prep For Dest
142	2010-09967	Poss Cannabis	06/22/10	12/22/11	1	Pipe	Prep For Dest
143					2	Suspect Cannabis	Prep For Dest
144	2010-12249	DCS	08/06/10	08/06/13	1	Suspect Cocaine	Prep For Dest
145					2	Plastic Bags	Prep For Dest
146					3-5	R/X Meds	Prep For Dest
147	2010-13605	PCS	09/03/10	09/03/13	1	Suspect Cocaine	Prep For Dest
148	2010-16508	PCS	10/31/10	10/31/13	1	Suspect Cocaine	Prep For Dest
149	2011-05831	Deceptive Pract	04/19/11	04/01/14	1-3	Checks	Prep For Dest
150	2011-09834	PCS	07/21/11	07/21/14	1	Suspect Cocaine	Prep For Dest
151					2	Plastic Bags	Prep For Dest
152					3	Spoon	Prep For Dest
153					4	Syringe	Prep For Dest
154					5	Cigarette Pack	Prep For Dest
155	2011-11221	Theft-U	08/19/11	02/12/13	2	Syringe	Prep For Dest
156					3	Spoon	Prep For Dest
157					4	Bolt Cutters	Sieze For Dept Use
158	2007-12166	Turned In Prop	11/15/07	05/15/08	1	Suspect Cannabis	Prep For Dest
159	2008-08005	Reckless Disch	06/04/08	06/04/11	1-19	Spent Shell Casing	Prep For Dest
160	2008-16611	Theft-Retail	11/25/08	11/25/11	1	Glass Pipe	Prep For Dest
161					7	Receipts	Prep For Dest
162					8	Bandana	Prep For Dest
163					10	CD	Prep For Dest
164	2009-02538	PCS	02/25/09	02/25/12	1	Suspect Cocaine	Prep For Dest
165					2	Razor Blade	Prep For Dest
166	2009-11085	DCS	08/05/09	08/05/12	1	R/X Meds	Prep For Dest
167	2009-14075	Burglary-Res	09/28/09	09/28/12	2-3	Cash Drawer	Prep For Dest
168					4	Polyvinylsiloxine Lift	Prep For Dest
169					5	CD	Prep For Dest
170					6	Polyvinylsiloxine Lift	Prep For Dest
171					7	CD	Prep For Dest
172					8-11	Latent Print	Prep For Dest
173					12	Elim Prints	Prep For Dest
174	2010-01963	PCS	02/01/10	02/01/13	1	Suspect Cocaine	Prep For Dest
175	2010-04054	DCS	03/11/10	03/11/13	1	Suspect Extacsy	Prep For Dest
176	2010-04313	DCS	03/15/10	03/15/13	1	Suspect Cannabis	Prep For Dest
177					2	Suspect Extacsy	Prep For Dest
178	2010-04440	DCS	03/17/10	03/17/13	1	Suspect Extacsy	Prep For Dest
179					2	Suspect Cannabis	Prep For Dest
180	2010-05383	DCS	04/02/10	04/02/13	1	Suspect Cocaine	Prep For Dest
181	2010-06121	DCS	04/14/10	04/14/13	1	Suspect Cocaine	Prep For Dest
182	2010-06239	DCS	04/16/10	04/16/13	1	Suspect Cocaine	Prep For Dest
183	2010-07139	DCS	05/03/10	05/03/13	1	R/X Meds	Prep For Dest
184	2010-07290	DCS	05/06/10	05/06/13	1	R/X Meds	Prep For Dest
185	2010-07786	Burglary-Res	05/15/10	05/15/13	2	File Container	Prep For Dest
186					4-6	Latent Print	Prep For Dest

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## Property/Inventory

## Appendix

187				7	Elim Prints	Prep For Dest	
188	2010-07889	DCS	05/17/10	05/17/13	1	Suspect Heroin	Prep For Dest
189	2010-11043	DCS	07/13/10	07/13/13	1	Suspect Cocaine	Prep For Dest
190	2010-11444	DCS	07/21/10	07/21/13	1	Suspect Cocaine	Prep For Dest
191	2010-11534	DCS	07/23/10	07/23/13	1	Suspect Cocaine	Prep For Dest
192	2010-12211	DCS	08/05/10	08/05/13	1	Suspect Cocaine	Prep For Dest
193	2010-13614	Turned In Prop	09/01/10	03/01/11	1	Suspect Cocaine	Prep For Dest
194	2010-14645	Poss Cannabis	09/23/10	03/23/12	1	Suspect Cannabis	Prep For Dest
195	2010-15988	PCS	10/21/10	10/21/13	1	R/X Meds	Prep For Dest
196	2011-04958	Burglary-Res	04/13/11	04/11/14	33-35	Latent Print	Prep For Dest
197	2011-06458	Battery-Agg	05/18/11	05/18/14	1	R/X Meds	Prep For Dest
198	2011-07703	Fraud	06/11/11	06/11/14	1-2	Gift Card	Prep For Dest
199	2011-09465	PCS	07/14/11	07/14/14	1	R/X Meds	Prep For Dest
200	2011-09743	Poss Cannabis	07/19/11	01/19/13	1	Suspect Cannabis	Prep For Dest
201	2011-16179	Sex Abuse	11/30/11	11/30/14	1	Clothing	Prep For Dest
202	2011-16630	PCS	12/10/11	12/10/14	1	Suspect Cocaine	Prep For Dest
203					2	Glass Pipe	Prep For Dest
204					3	Suspect Cannabis	Prep For Dest

MINUTES

VILLAGE OF LA GRANGE

BOARD OF TRUSTEES REGULAR MEETING

Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

Monday, October 12, 2015 - 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:30 p.m. by President Livingston. On roll call, as read by Village Clerk John Burns, the following were:

PRESENT: Trustees Holder, Kotynek, Kuchler, and McCarty, with President Livingston presiding.

ABSENT: Trustees Arnett and Langan

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Andrianna Peterson  
Village Attorney Mark Burkland  
Community Development Director Patrick Benjamin  
Finance Director Lou Cipparrone  
Public Works Director Ryan Gillingham  
Police Chief Renee Strasser  
Fire Lieutenant Todd Berghaus

President Livingston requested the Village Clerk lead the audience in reciting the pledge of allegiance.

2. PRESIDENT'S REPORT

President Livingston announced that the La Grange Fire Department's Open House was well attended. Providing detailed information on the upcoming Fall Festival and Halloween Walk, President Livingston encouraged attending this fun filled annual event.

President Livingston advised of a prior liquor commission meeting whereby the liquor commission considered an application from Taco Cantina which will be recommended for approval to the Village Board at its next regular meeting. Adding that the October 26 Village Board meeting will be canceled, President Livingston advised the next regular Village Board meeting is scheduled for November 9.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

4-D

None

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-15-38) – Variation – Required Front Yard and Maximum Building Coverage / Karen and Phil Otanicar, 332 S. Ashland Avenue
- B. Ordinance (#O-15-39) – Creating an Additional Class A-1 Liquor License, Sushi Ukai, Inc. d/b/a Sushi House, 120 B West Calendar Avenue
- C. Ordinance (#O-15-40) – Creating an Additional Class F-2 Liquor License, La Grange Art League, 122 Calendar Avenue
- D. Ordinance (#O-15-41) – Creating an Additional Class H Liquor License, The Dinner Club LLC, 26 S. La Grange Road
- E. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, September 28, 2015
- F. Consolidated Voucher 151012 (\$1,224,003.64)

It was moved by Trustee Holder to approve items A, B, D, E, and F of the Omnibus Agenda, seconded by Trustee Kotynek.

Trustee McCarty shared comments on the front porch variation noting the importance of careful review as relates to storm water management.

Motion approved by roll call vote.

Ayes: Trustees McCarty, Kuchler, Kotynek, and Holder  
Nays: None  
Absent: Trustees Arnett and Langan

5. CURRENT BUSINESS

- A. FY 2014-15 Comprehensive Annual Financial Reports: *Referred to Trustee Kotynek*

Trustee Kotynek stated that the Comprehensive Annual Financial Report (CAFR) of the Village of La Grange for Fiscal Year May 1, 2014 – April 30, 2015 as prepared by the Finance Department has been reviewed by the auditors Sikich L.L.P. Copies of the audit report were previously provided to the Board under separate cover and are available on the Village website, at the La Grange Public Library and the Village Clerk's office.

Trustee Kotynek indicated that Sikich L.L.P. has rendered an unqualified or "clean" opinion for the Village of La Grange in the financial position results of its operations as of April 30, 2015.

Trustee Kotynek explained how future accounting procurements will impact municipalities and provided detailed information on the required communications; management letter; and comprehensive annual financial report.

Trustee Kotynek noted that the Management letter reports there were no findings of material weaknesses involving the Village's internal control. As water accountability continues to be of concern, Trustee Kotynek explained that the Village had undertaken the replacement of outdated water meters, however, it is believed that undiscovered leaks exist which has resulted in the overall decrease in accountability. Trustee Kotynek added that the Village continues to seek ways to improve water accountability.

Trustee Kotynek explained that as the Village received federal funds, primarily for the renovation of the Stone Avenue Train Station, a single audit report which is a legal requirement with special emphasis on internal controls involving the administration of federal awards is necessitated.

Trustee Kotynek indicated that staff will submit the Comprehensive Annual Financial Report to the Government Finance Officers' Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting which the Village has previously received for nineteen consecutive years. Trustee Kotynek invited Mr. Dan Berg, a partner with Sikich L.L.P. to provide additional information and answer any questions.

Mr. Berg explained that the Village's General Fund's reserve balance was 55.6% of annual operating expenditures which is above the minimum reserve range. Adding that the Village remains fiscally conservative with general operating expenditures, Mr. Berg advises the continuance to build on those reserves. Mr. Berg noted that municipalities are now required to recognize their long-term obligation for pension benefits as a liability on the financial statements, thus the need to more comprehensively measure the annual cost of pension benefits. Noting the importance of the written analysis in the management letter, Mr. Berg commented on the new requirement for a single audit related to federal awards and offered to answer questions from the Village Board.

Trustee Holder inquired where General Fund reserves should be. Finance Director Lou Cipparrone responded the range is 50 to 75% with the Village being slightly above the minimum level. Trustee Holder inquired about water accountability and Public Works Director Ryan Gillingham provided data on the daily loss.

President Livingston thanked Finance Department staff and Sikich for their efforts, preparation and targets for improvement.

It was moved by Trustee Holder to accept the Fiscal Year 2014-15 Comprehensive Annual Financial Report, seconded by Trustee McCarty.

Motion approved by roll call vote.

Ayes: Trustees McCarty, Kuchler, Kotynek, and Holder  
Nays: None  
Absent: Trustees Arnett and Langan

B. Ordinance (#O-15-42) – Zoning Code Text Amendments: *Referred to Trustee Langan*

President Livingston noted the Village's proactive review of zoning matters as related to future operations and requested Village Attorney Burkland to present this item.

Attorney Burkland indicated that Staff has worked closely with the Plan Commission to establish these text amendments to the Zoning Code. Attorney Burkland explained that after the Plan Commission had conducted the first public hearing session an informal presentation was made to the Village Board of the draft amendments in advance of a workshop for the Plan Commission to review the amendments in detail. After extensive discussion at the Plan Commission meeting, Attorney Burkland advised that it was the concurrence of the Plan Commission to recommend to the Village Board all of the amendments except for short-term rental dwelling. Attorney Burkland advised of the importance in having short-term rental dwelling in place.

Attorney Burkland briefly described each of the proposed text amendments to the zoning code and offered to answer any questions the Board may have.

President Livingston expressed thanks to all involved in this process and advised that after discussion the Board may approve the ordinance amending various sections of the zoning code; table the topic; or approve only specific sections.

Trustee Holder inquired if green houses would be included as lot coverage and was advised affirmatively. Trustee Holder inquired about the difference between craft breweries and brew pubs and Attorney Burkland clarified. Trustee Holder noted his opposition to short-term rental dwelling.

Trustee McCarty inquired about controls in reference to brew pubs and was advised that existing State and Village codes are in place. Trustee McCarty also inquired about a sign plan and Community Development Director Patrick Benjamin responded.

President Livingston noted his opposition to the section related to short-term rental dwelling and Attorney Burkland noted there could be a motion to delete that portion.

Trustee McCarty urged caution in omitting that item. President Livingston advised that there is more to be learned on this matter and future change is possible.

It was moved by Trustee Holder to accept the ordinance amending various sections of the Zoning Code as presented omitting Short-Term Rental Dwelling in Exhibit E #16-102, seconded by Trustee Kotynek.

Motion approved by roll call vote.

Ayes: Trustees McCarty, Kuchler, Kotynek, and Holder  
Nays: None  
Absent: Trustees Arnett and Langan

4-D.3

6. MANAGER'S REPORT

None

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

None

10. ADJOURNMENT

At 8:17 p.m. Trustee Holder moved to adjourn, seconded by Trustee Kotynek. Motion approved by voice vote.

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

Approved Date:

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4-0.4

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

October 26, 2015

Consolidated Voucher 151026

<u>Fund No.</u>	<u>Fund Name</u>	<u>10/26/15 Voucher</u>	<u>10/23/15 Payroll</u>	<u>Total</u>
01	General	107,692.59	284,000.85	391,693.44
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
24	ETSB	2,039.81	4,610.56	6,650.37
27	Drug Enforcement			0.00
40	Capital Projects	5,460.35		5,460.35
50	Water	7,089.48	40,269.07	47,358.55
51	Parking	7,123.39	24,858.55	31,981.94
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	3,796.66	9,599.23	13,395.89
90	Debt Service			0.00
		<u>133,202.28</u>	<u>363,338.26</u>	<u>496,540.54</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

4-E

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134125	AIR8025	AIRGAS NORTH CENTRAL						
	9930874076	09/30/15	01	ACETYLENE;AIR;ARGON;OXYGEN/SHF	01-11-62-6220		99.76	
						INVOICE TOTAL:	99.76 *	
						CHECK TOTAL:	99.76	
134126	AIS1815	ALL INFORMATION SERVICES INC						
	52341	06/16/15	01	JULY MCCAFFEE MDTs	01-19-62-6230		16.00	
						INVOICE TOTAL:	16.00 *	
	52622	07/31/15	01	CAT 6 PATCH CABLE/8 PRT ETHERN	01-07-62-6220		56.99	
						INVOICE TOTAL:	56.99 *	
	52704	10/06/15	01	JULY IT CHARGES	01-07-62-6220		968.75	
			02	JULY IT CHARGES	01-06-62-6220		237.50	
			03	JULY IT CHARGES	01-03-62-6220		95.00	
			04	JULY IT CHARGES	01-09-62-6220		285.00	
			05	JULY IT CHARGES	01-19-62-6230		788.75	
						INVOICE TOTAL:	2,375.00 *	
	52705	08/07/15	01	UBIQUITI UNIFI UAP PRO	01-11-62-6220		229.00	
						INVOICE TOTAL:	229.00 *	
	52798	08/14/15	01	SEPT MONTHLY BACKUP CHARGE	01-19-62-6230		535.00	
						INVOICE TOTAL:	535.00 *	
				*** VOID---LEADER CHECK ***				
134127	AIS1815	ALL INFORMATION SERVICES INC						
	52834	08/26/15	01	BACKUP;DISASTER RECOVERY HD	01-19-62-6230		800.00	
			02	ADOBE PHOTOSHOP LIC	01-07-62-6220		239.00	
						INVOICE TOTAL:	1,039.00 *	

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134127	AIS1815	ALL INFORMATION SERVICES INC						
	52844	08/12/15	01	BARRACUDA MSG ARCHIEVER	01-19-62-6230		2,448.00	
						INVOICE TOTAL:	2,448.00 *	
	52893	09/01/15	01	HOST SPAM FILTERING	01-19-62-6230		800.00	
			02	OCT MONTHLY BACKUP CHARGE	01-19-62-6230		535.00	
						INVOICE TOTAL:	1,335.00 *	
	53078	09/28/15	01	CAT 6 PATCH CABLE 7FT	01-07-62-6220		6.00	
						INVOICE TOTAL:	6.00 *	
	53132	10/02/15	01	NOV MONTHLY BACKUP CHARGE	01-19-62-6230		535.00	
						INVOICE TOTAL:	535.00 *	
	53232	10/08/15	01	NEW BACKUP PROCESS/DENISE	01-19-62-6230		952.50	
			02	SEPT IT CHARGES	01-06-62-6220		118.75	
						INVOICE TOTAL:	1,071.25	
				*** VOID---LEADER CHECK ***				
134128	AIS1815	ALL INFORMATION SERVICES INC						
			03	SEPT IT CHARGES	01-03-62-6220		71.25	
			04	SEPT IT CHARGES	01-07-62-6220		71.25	
			05	SEPT IT CHARGES	01-11-62-6220		23.75	
						INVOICE TOTAL:	1,237.50 *	
	53261	09/30/15	01	HP LASER PRINTER/CHIEF	01-09-61-6100		274.99	
			02	NEW PC'/SOFTWARE(2)	01-09-66-6605		1,665.98	
			03	NEW PC/SOFTWARE/MC	01-03-66-6600		832.99	
						INVOICE TOTAL:	2,773.96 *	
						CHECK TOTAL:	12,586.45	
134129	ALMAREZ	RODRIGO ALMAREZ						
	151017	10/17/15	01	10 YR SERVICE AWARD	01-19-68-6860		100.00	
						INVOICE TOTAL:	100.00 *	
						CHECK TOTAL:	100.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134130	ALP417	ALBERT C SCHNELL	DBA				
	77471	10/11/15	01	BUSINESS CARDS/S GONZALEZ	01-06-61-6101		55.00
						INVOICE TOTAL:	55.00 *
						CHECK TOTAL:	55.00
134131	AM8623	A & M PARTS INC					
	353484	09/29/15	01	MAINTENANCE/#46	01-06-62-6220		20.68
						INVOICE TOTAL:	20.68 *
	533193	09/29/15	01	MAINTENANCE/#46	01-06-62-6220		75.95
						INVOICE TOTAL:	75.95 *
	533194	09/29/15	01	MAINTENANCE/#46	01-06-62-6220		1.96
						INVOICE TOTAL:	1.96 *
	533202	09/29/15	01	MAINTENANCE/#46	01-06-62-6220		29.29
						INVOICE TOTAL:	29.29 *
	533651	10/01/15	01	RED CREAM HARDENER/SHOP	01-11-62-6220		4.56
						INVOICE TOTAL:	4.56 *
	533705	10/01/15	01	10 TON STAND/SHOP	01-11-62-6220		229.00
						INVOICE TOTAL:	229.00 *
	533715	10/01/15	01	LIGHT WEIGHT FILLER/SHOP	01-11-62-6220		10.86
						INVOICE TOTAL:	10.86 *
		*** VOID---LEADER CHECK ***					
134132	AM8623	A & M PARTS INC					
	533891	10/02/15	01	MAINTENANCE/#46	01-06-62-6220		3.50
						INVOICE TOTAL:	3.50 *

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134132	AM8623	A & M PARTS INC					
	534264	10/05/15	01	BACKUP ALARM/#19	01-11-62-6220		64.87
						INVOICE TOTAL:	64.87 *
	534677	10/07/15	01	AIR FILTER;DEF/#64	50-00-62-6220		29.36
						INVOICE TOTAL:	29.36 *
	534706	10/07/15	01	2 GAS SHOCKS/#64	50-00-62-6220		132.56
						INVOICE TOTAL:	132.56 *
	534714	10/07/15	01	10W30 OIL/#64	50-00-62-6220		51.96
						INVOICE TOTAL:	51.96 *
	535277	10/09/15	01	NON-SKID TAPE/SM SNOWBOX	01-11-62-6220		21.74
						INVOICE TOTAL:	21.74 *
	535502	10/12/15	01	HYDRAULIC FILTER/TRACTOR 12	01-11-62-6220		29.73
						INVOICE TOTAL:	29.73 *
		*** VOID---LEADER CHECK ***					
134133	AM8623	A & M PARTS INC					
	535643	10/12/15	01	HYDRAULIC FILTER/CHIPPER	01-11-62-6220		13.11
						INVOICE TOTAL:	13.11 *
						CHECK TOTAL:	719.13
134134	AND3323	ANDRES MEDICAL BILLING LTD					
	136281	10/07/15	01	SEPT AMBULANCE COLLECTION FEES	01-00-58-5866		1,286.86
						INVOICE TOTAL:	1,286.86 *
						CHECK TOTAL:	1,286.86

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134135	ARA2525	ARAMARK UNIFORM SERVICES						
	2080234100	09/25/15	01	MATS	01-10-62-6221		33.83	
						INVOICE TOTAL:	33.83 *	
	2080254013	10/09/15	01	MATS	01-10-62-6221		33.83	
						INVOICE TOTAL:	33.83 *	
	2080254145	10/09/15	01	10/9/15 UNIFORM SERVICES	01-11-60-6021		61.48	
			02	10/9/15 UNIFORM SERVICES	50-00-60-6021		40.24	
			03	10/9/15 UNIFORM SERVICES	80-00-60-6021		10.06	
						INVOICE TOTAL:	111.78 *	
	2080264050	10/16/15	01	10/16/15 UNIFORM SVC	01-11-60-6021		61.48	
			02	10/16/15 UNIFORM SVC	50-00-60-6021		40.24	
			03	10/16/15 UNIFORM SVC	80-00-60-6021		10.06	
						INVOICE TOTAL:	111.78 *	
					CHECK TOTAL:		291.22	
134136	ATT	A T & T						
	15/708579068710	10/01/15	01	OCT 3 LINE SYS:579-0687	01-07-62-6210		257.98	
						INVOICE TOTAL:	257.98 *	
					CHECK TOTAL:		257.98	
							*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	
134137	ATT	A T & T						
	15/708579108510	10/01/15	01	OCT FAX LINE 579-1085	01-07-62-6210		87.33	
						INVOICE TOTAL:	87.33 *	
					CHECK TOTAL:		87.33	
							*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	
134138	ATT	A T & T						

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134138	ATT	A T & T						
	15/708579139410	10/01/15	01	OCT INVEST FAX LINE 579-1394	01-07-62-6210		98.90	
						INVOICE TOTAL:	98.90 *	
					CHECK TOTAL:		98.90	
							*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	
134139	ATT	A T & T						
	15/708579263110	10/01/15	01	OCT GAR/ELEV SEC LINE 579-2631	51-00-62-6210		182.02	
						INVOICE TOTAL:	182.02 *	
					CHECK TOTAL:		182.02	
							*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	
134140	ATT	A T & T						
	15/708579974710	10/01/15	01	OCT FAX/MODEM LINE 579-9747	01-09-62-6210		182.05	
						INVOICE TOTAL:	182.05 *	
					CHECK TOTAL:		182.05	
							*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	
134141	ATT5014	AT&T						
	144067880-15/10	10/08/15	01	OCT BACK-UP INTERNET SVC	01-19-62-6230		50.33	
						INVOICE TOTAL:	50.33 *	
					CHECK TOTAL:		50.33	
134142	ATT911	A T & T						
	15/847734606010	10/07/15	01	OCT E911 LINE SVC:847 734-6060	24-00-62-6210		1,364.38	
						INVOICE TOTAL:	1,364.38 *	
	15/847734606310	10/07/15	01	OCT E911 LINE SVC:847 734-6063	24-00-62-6210		235.07	
						INVOICE TOTAL:	235.07 *	
					CHECK TOTAL:		1,599.45	
							*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134143	BAT2500	BATTERY WAREHOUSE DIRECT					
	24391	09/21/15	01	9V BATTERIES FOR METERS	51-00-61-6100		158.63
						INVOICE TOTAL:	158.63 *
						CHECK TOTAL:	158.63
134144	BAX783	BAXTER & WOODMAN					
	0181613	08/20/15	01	CONST ENG:WILLOW SPR RD	40-00-66-6602		2,297.79
						INVOICE TOTAL:	2,297.79 *
	0182361	09/24/15	01	OGDEN-LOCUST IMPROVEMTS/PH 1	40-00-66-6644		3,162.56
						INVOICE TOTAL:	3,162.56 *
						CHECK TOTAL:	5,460.35
134145	BP7088	BP					
	15/10	10/15/15	01	OCT GAS/FUEL CHARGE	01-11-61-6102		62.58
						INVOICE TOTAL:	62.58 *
						CHECK TOTAL:	62.58
134146	BRE1390	BRETT EQUIPMENT					
	253282	09/29/15	01	MOUNT FACE PLATE/#6	01-11-62-6220		28.80
						INVOICE TOTAL:	28.80 *
						CHECK TOTAL:	28.80
134147	BRO9545	BROOKFIELD EXPRESS					
	15/09	09/30/15	01	SEPT WASHES	01-07-62-6220		240.00
						INVOICE TOTAL:	240.00 *
						CHECK TOTAL:	240.00

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134148	CAR7341	CARTRIDGE WORLD					
	3475	09/24/15	01	REFILLS	01-07-61-6100		339.94
						INVOICE TOTAL:	339.94 *
						CHECK TOTAL:	339.94
134149	CAS7911	CASE LOTS INC					
	8458	09/25/15	01	LAUNDRY SOAP/DPW	01-10-61-6100		77.60
						INVOICE TOTAL:	77.60 *
	8609	10/02/15	01	FOAMING CLEANER/B&G	01-10-61-6100		113.90
						INVOICE TOTAL:	113.90 *
						CHECK TOTAL:	191.50
134150	CER560	CERTIFIED FLEET SERVICES, INC					
	PM16388	10/14/15	01	PREV MTC/CO1113	01-09-62-6220		1,450.00
						INVOICE TOTAL:	1,450.00 *
	R16567	10/14/15	01	TIE ROD;DIFF FLUID CHANGE/1113	01-09-62-6220		2,140.62
						INVOICE TOTAL:	2,140.62 *
						CHECK TOTAL:	3,590.62
134151	CHI1483	CHICAGO TRIBUNE					
	002269832	09/30/15	01	LGBA EVENT ADS	01-06-62-6239		4,245.24
						INVOICE TOTAL:	4,245.24 *
	002269837	09/30/15	01	LGBA ONLINE ADS	01-06-62-6239		950.00
						INVOICE TOTAL:	950.00 *
	002291485	09/30/15	01	LGBA SIDEWALK SALE ADS	01-06-62-6239		150.00
						INVOICE TOTAL:	150.00 *

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134151	CHI1483 002292584	CHICAGO TRIBUNE 09/30/15	01	LGBA ONLINE ADS	01-06-62-6239		250.00 250.00 *
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	5,595.24
134152	CLO2784 NOV	CLOSED CIRCUIT INNOVATIONS 10/01/15	01 02 03	NOV 1/3 NOV 1/3 NOV 1/3	51-00-62-6280 01-10-62-6222 01-10-62-6223		286.67 286.67 286.66 860.00 *
						INVOICE TOTAL:	860.00 *
						CHECK TOTAL:	860.00
134153	COL226 142581	COLLEY ELEVATOR CO 10/01/15	01	ELEVATOR INSPECTIONS	01-10-62-6220		670.00 670.00 *
						INVOICE TOTAL:	670.00 *
						CHECK TOTAL:	670.00
134154	COM3002 0005420-15/11	COMCAST CABLE 10/08/15	01	NOV CABLE SVC/VH	01-19-62-6230		12.62 12.62 *
						INVOICE TOTAL:	12.62 *
	130848-15/11	10/04/15	01	NOV HIGH SPEED INTERNET/PD;FD	01-19-62-6230		157.35 157.35 *
						INVOICE TOTAL:	157.35 *
	130871-15/11	10/04/15	01	NOV HIGH SPEED INTERNET/VH	01-19-62-6230		157.35 157.35 *
						INVOICE TOTAL:	157.35 *
	151005	10/06/15	01	10-16/11-15	01-07-61-6100		77.11 77.11 *
						INVOICE TOTAL:	77.11 *

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134154	COM3002 17078-15/11	COMCAST CABLE 10/04/15	01	NOV HIGH SPEED INTERNET/DPW	01-19-62-6230		134.90 134.90 *
						INVOICE TOTAL:	134.90 *
						CHECK TOTAL:	539.33
134155	COM6111 15/09SL	COM ED 10/06/15	01 02	SEPT STREET LIGHTS SEPT PARKING LOT LIGHTS	01-11-62-6211 51-00-62-6211		2,286.75 845.79 3,132.54 *
						INVOICE TOTAL:	3,132.54 *
	15/10-SL	10/16/15	01 02	OCT STREET LIGHTS OCT PARKING LOT LIGHTS	01-11-62-6211 51-00-62-6211		48.75 18.03 66.78 *
						INVOICE TOTAL:	66.78 *
	15/10SL	10/15/15	01 02	OCT STREET LIGHTS OCT PARKING LOT LIGHTS	01-11-62-6211 51-00-62-6211		158.02 58.44 216.46 *
						INVOICE TOTAL:	216.46 *
						CHECK TOTAL:	3,415.78
134156	COU11 5931	COURTNEY'S LANE 10/09/15	01	SAFETY CHECK/#64	50-00-62-6220		35.00 35.00 *
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
134157	DAR6697 17209753	W S DARLEY & CO 09/21/15	01	EXTRICATION GLOVES	01-09-60-6021		127.00 127.00 *
						INVOICE TOTAL:	127.00 *
						CHECK TOTAL:	127.00

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134158	DEC8008	DECKER SUPPLY CO INC					
	888866	10/08/15	01	15 'SLOW CHILDREN PLAYING' SGN	01-11-62-6264		378.07
						INVOICE TOTAL:	378.07 *
						CHECK TOTAL:	378.07
134159	DOR8219	PAMELA DORNE DEN					
	151008	10/08/15	01	REFUND DUPLICATE PAYMENT	01-00-58-5866		176.80
						INVOICE TOTAL:	176.80 *
						CHECK TOTAL:	176.80
134160	EJ665	EJ EQUIPMENT					
	70423	09/30/15	01	PENDANT CONTROL ASSY/#17	80-00-62-6220		673.50
						INVOICE TOTAL:	673.50 *
						CHECK TOTAL:	673.50
134161	ESS941	ESSENTIAL EQUIPMENT SOLUTIONS					
	3967	09/28/15	01	METERS;REPLACEMENT SENSORS	01-09-62-6220		98.19
						INVOICE TOTAL:	98.19 *
						CHECK TOTAL:	98.19
134162	FAL5	FALOON & KENNEY					
	21719	10/06/15	01	SEP 2015 PROCECUTING SVC	01-04-62-6233		1,080.00
			02	SEP 2015 PROCECUTING SVC	51-00-62-6230		120.00
						INVOICE TOTAL:	1,200.00 *
	21720	10/06/15	01	UNSAFE PROPERTY@310 W CALENDAR	01-04-62-6234		775.50
						INVOICE TOTAL:	775.50 *

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134162	FAL5	FALOON & KENNEY					
	21721	10/06/15	01	CODE VIOL@315 E FRANKLIN	01-04-62-6234		661.50
						INVOICE TOTAL:	661.50 *
	21723	10/06/15	01	CODE VIOL@46 N MADISON	01-04-62-6234		364.00
						INVOICE TOTAL:	364.00 *
	21724	10/06/15	01	CODE VIOL@870 S 12TH	01-04-62-6234		135.00
						INVOICE TOTAL:	135.00 *
	21725	10/06/15	01	CODE VIOL@67 BLUFF	01-04-62-6234		162.00
						INVOICE TOTAL:	162.00 *
	21726	10/06/15	01	CODE VIOL@34 EAST AVE	01-04-62-6234		135.00
						INVOICE TOTAL:	135.00 *
				*** VOID---LEADER CHECK ***			
134163	FAL5	FALOON & KENNEY					
	21728	10/06/15	01	CODE VIOL@802 S SPRING	01-04-62-6234		357.49
						INVOICE TOTAL:	357.49 *
	21729	10/06/15	01	CODE VIOL@119 HAYES	01-04-62-6234		229.50
						INVOICE TOTAL:	229.50 *
	21730	10/06/15	01	CODE VIOL@221 WATOLA	01-04-62-6234		324.00
						INVOICE TOTAL:	324.00 *
	21731	10/06/15	01	CODE VIOL@809 S 9TH	01-04-62-6234		255.00
						INVOICE TOTAL:	255.00 *
						CHECK TOTAL:	4,598.99
134164	FIR/ADM	FIRST NATIONAL BANK/LA GRANGE					

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134164	FIR/ADM CSO1713118	FIRST NATIONAL BANK/LA GRANGE 10/09/15	01	EXEC ASST CLASSIFIED AD	01-12-60-6020		419.00 419.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	419.00
134165	FIR/CD 151013	FIRST NATIONAL BANK/LA GRANGE 10/13/15	01	TRAVEL EXP:APA CONFERENCE	01-06-60-6020		290.37 290.37 *
						INVOICE TOTAL:	
						CHECK TOTAL:	290.37
134166	FIR/PD 151016	FIRST NATIONAL BANK/LA GRANGE 10/16/15	01	MICROWAVE	01-07-61-6100		169.99
			02	IACP DUES/STRASSER	01-07-60-6020		95.00
			03	INTEREST	01-07-61-6100		8.91
						INVOICE TOTAL:	273.90 *
						CHECK TOTAL:	273.90
134167	FIR245 14946	FIREGROUND SUPPLY INC 10/14/15	01	UNIFORM ALLOWANCE/CHIEF GAY	01-09-60-6021		246.95 246.95 *
						INVOICE TOTAL:	
						CHECK TOTAL:	246.95
134168	FIR4037 236594	FIRESTONE 10/10/15	01	1 NEW TIRE/#520	01-07-62-6220		134.55 134.55 *
						INVOICE TOTAL:	
						CHECK TOTAL:	134.55

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134169	FLO1945 090186	FLOOD TESTING LABORATORIES INC 10/09/15	01	2ND CONCRETE TEST/FD	01-10-62-6220		20.00 20.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	20.00
134170	FUL5550 15/09	FULLER'S CAR WASH 10/01/15	01	SEPT SQUAD WASHES	01-07-62-6220		14.00 14.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	14.00
134171	FUN163 2306	FUNN & BALONEY, LTD 05/13/15	01	SUMMER STAFF T-SHIRTS	01-11-60-6021		353.11 353.11 *
						INVOICE TOTAL:	
						CHECK TOTAL:	353.11
134172	GAL7162 003212268	GALLS 03/06/15	01	HOLSTER/FULLA	01-07-60-6021		219.80 219.80 *
						INVOICE TOTAL:	
						CHECK TOTAL:	219.80
134173	GEN5228 084208	GENCAR INC 09/18/15	01	#7' F BLACK JOBBERS/SL	01-11-62-6223		18.96 18.96 *
						INVOICE TOTAL:	
						CHECK TOTAL:	18.96
						INVOICE TOTAL:	64.95
						INVOICE TOTAL:	64.95 *
						CHECK TOTAL:	35.96

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134173	GEN5228 84139	GENCAR INC 09/09/15	02 03	D BATTERIES/LOCATOR D BATTERIES/LOCATOR	80-00-62-6220 01-11-62-6223		35.96 35.96 107.88 *
						INVOICE TOTAL:	
						CHECK TOTAL:	191.79
134174	GIAMPIET 151017	GIOVANNI GIAMPIETRO 10/17/15	01	10 YR SERVICE AWARD	01-19-68-6860		100.00 100.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	100.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134175	GILLINGH 03328C	RYAN GILLINGHAM 10/19/15	01	REIMBURSE PROF ENG LICENSE	01-11-60-6020		61.50 61.50 *
						INVOICE TOTAL:	
						CHECK TOTAL:	61.50
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134176	GRA8015 9858252662	GRAINGER 10/02/15	01	RELAY/WATER FOUNTAIN	01-10-62-6222		102.15 102.15 *
						INVOICE TOTAL:	
						CHECK TOTAL:	102.15
134177	HAR8641 68709	HARLEM PLUMBING SUPPLY 08/03/15	01	PARTS FOR TOILET/PD	01-10-62-6220		7.33 7.33 *
						INVOICE TOTAL:	
						CHECK TOTAL:	7.33
						INVOICE TOTAL:	4.90
						CHECK TOTAL:	4.90 *

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134177	HAR8641 69997	HARLEM PLUMBING SUPPLY 09/09/15	01	HANDLE ASSY;REP KITS/VH	01-10-62-6220		45.99 45.99 *
						INVOICE TOTAL:	
						CHECK TOTAL:	58.22
134178	HAV5501 412334	HAVOLINE XPRESS LUBE 09/29/15	01	OIL CHANGE/#516	51-00-62-6220		86.24 86.24 *
						INVOICE TOTAL:	
						CHECK TOTAL:	31.21
						INVOICE TOTAL:	31.21 *
						CHECK TOTAL:	31.21
						INVOICE TOTAL:	31.21 *
						CHECK TOTAL:	148.66
134179	HBK759 517	HBK WATER METER SERVICE INC 09/30/15	01	1" BENCH TEST:841 S 11TH	50-00-62-6220		28.00 28.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	28.00
						INVOICE TOTAL:	28.00 *
						CHECK TOTAL:	56.00
134180	HDS2833 557141	HD SUPPLY WATERWORKS 09/25/15	01	8X12 1/2X2CC	50-00-62-6220		187.19 187.19 *
						INVOICE TOTAL:	
						CHECK TOTAL:	187.19

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134181	HEU2315	HEUER & ASSOCIATES						
	15-119	10/07/15	01	PLAN REV@106 N CATHERINE	01-00-35-3511		938.14	
						INVOICE TOTAL:	938.14 *	
	15-121	10/12/15	01	PLAN REV@1025 S ASHLAND	01-00-35-3511		1,645.26	
						INVOICE TOTAL:	1,645.26 *	
	15-123	10/14/15	01	PLAN REV@716 S CATHERINE	01-00-35-3511		1,524.18	
						INVOICE TOTAL:	1,524.18 *	
	15-124	10/16/15	01	PLAN REV@147 N BRAINARD	01-00-35-3511		985.90	
						INVOICE TOTAL:	985.90 *	
	15-125	10/16/15	01	PLAN REV@1017 W ARLINGTON	01-00-35-3511		3,397.75	
						INVOICE TOTAL:	3,397.75 *	
	15-127	10/19/15	01	PLAN REV@311 S WAIOLA	01-00-35-3511		172.28	
						INVOICE TOTAL:	172.28 *	
	15-128	10/19/15	01	PLAN REV@212 S 8TH AVE	01-00-35-3511		1,038.49	
						INVOICE TOTAL:	1,038.49 *	
		*** VOID---LEADER CHECK ***						
134182	HEU2315	HEUER & ASSOCIATES						
	15-129	10/19/15	01	PLAN REV@105 S STONE	01-00-35-3511		4,290.25	
						INVOICE TOTAL:	4,290.25 *	
	15-130	10/19/15	01	PLAN REV@44 N BRAINARD	01-00-35-3511		3,225.47	
						INVOICE TOTAL:	3,225.47 *	
						CHECK TOTAL:	17,217.72	
134183	HOM1831	HOME DEPOT CREDIT SERVICES						

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134183	HOM1831	HOME DEPOT CREDIT SERVICES						
	6572591	10/15/15	01	6" HALO BAFFLE;RE-CAN/VH	01-10-62-6220		100.55	
						INVOICE TOTAL:	100.55 *	
						CHECK TOTAL:	100.55	
134184	HOR60	HORTON'S OF LA GRANGE						
	172651	09/24/15	01	MASKING TAPE	51-00-61-6100		10.39	
						INVOICE TOTAL:	10.39 *	
	172712	09/30/15	01	UTILITY KNIFE;BLADES	01-11-62-6262		12.98	
						INVOICE TOTAL:	12.98 *	
	172803	10/08/15	01	LIGHTERS;ETC/FD OPEN HOUSE	01-09-62-6250		12.36	
						INVOICE TOTAL:	12.36 *	
	172848	10/12/15	01	DELEX HANDLE/DPW	01-10-62-6220		11.99	
						INVOICE TOTAL:	11.99 *	
						CHECK TOTAL:	47.72	
134185	HUB1517	HUB INTERNATIONAL MIDWEST LTD						
	113339	09/04/15	01	SEP BROKERAGE/CONSULT FEES	01-02-60-6010		31.43	
			02	SEP BROKERAGE/CONSULT FEES	01-03-60-6010		125.73	
			03	SEP BROKERAGE/CONSULT FEES	01-06-60-6010		117.98	
			04	SEP BROKERAGE/CONSULT FEES	01-07-60-6010		844.14	
			05	SEP BROKERAGE/CONSULT FEES	01-09-60-6010		518.84	
			06	SEP BROKERAGE/CONSULT FEES	01-11-60-6010		192.68	
			07	SEP BROKERAGE/CONSULT FEES	24-00-60-6010		31.43	
			08	SEP BROKERAGE/CONSULT FEES	50-00-60-6010		326.18	
			09	SEP BROKERAGE/CONSULT FEES	51-00-60-6010		55.11	
			10	SEP BROKERAGE/CONSULT FEES	80-00-60-6010		31.43	
			11	SEP BROKERAGE/CONSULT FEES	01-00-31-3105		725.05	
						INVOICE TOTAL:	3,000.00 *	

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134185	HUB1517	HUB INTERNATIONAL MIDWEST LTD						
	113340	10/19/15	01	OCT BROKERAGE/CONSULT FEE	01-02-60-6010		31.43	
			02	OCT BROKERAGE/CONSULT FEE	01-03-60-6010		125.73	
		*** VOID---LEADER CHECK ***						
134186	HUB1517	HUB INTERNATIONAL MIDWEST LTD						
			03	OCT BROKERAGE/CONSULT FEE	01-06-60-6010		117.98	
			04	OCT BROKERAGE/CONSULT FEE	01-07-60-6010		844.14	
			05	OCT BROKERAGE/CONSULT FEE	01-09-60-6010		518.84	
			06	OCT BROKERAGE/CONSULT FEE	01-11-60-6010		192.68	
			07	OCT BROKERAGE/CONSULT FEE	24-00-60-6010		31.43	
			08	OCT BROKERAGE/CONSULT FEE	50-00-60-6010		326.18	
			09	OCT BROKERAGE/CONSULT FEE	51-00-60-6010		55.11	
			10	OCT BROKERAGE/CONSULT FEE	80-00-60-6010		31.43	
			11	OCT BROKERAGE/CONSULT FEE	01-00-31-3105		725.05	
				INVOICE TOTAL:			3,000.00 *	
				CHECK TOTAL:			6,000.00	
134187	IACP	ILLINOIS ASS'N CHIEFS/POLICE						
	2015-1017	10/08/15	01	ADDL DUES/STRASSER	01-07-60-6020		125.00	
				INVOICE TOTAL:			125.00 *	
	2015-923	09/24/15	01	TRAINING/STRASSER;PETERS	01-07-60-6020		198.00	
				INVOICE TOTAL:			198.00 *	
				CHECK TOTAL:			323.00	
		*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
134188	ILL5691	ILLCO WHOLESALE DISTRIBUTORS						
	2370572	05/11/15	01	RETURNED COMP CORP	01-10-62-6220		-35.56	
				INVOICE TOTAL:			-35.56 *	

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134188	ILL5691	ILLCO WHOLESALE DISTRIBUTORS						
	2370656	05/11/15	01	ABR CLOTH;GLOVES;ETC	01-10-62-6220		135.29	
				INVOICE TOTAL:			135.29 *	
	2380343	09/24/15	01	SUMP PUMP;BUSHINGS	01-10-62-6220		138.29	
				INVOICE TOTAL:			138.29 *	
				CHECK TOTAL:			238.02	
134189	ILP7722	ILLINOIS PAYPHONE SYSTEMS, INC						
	6451	09/28/15	01	OCT	01-07-62-6210		53.00	
				INVOICE TOTAL:			53.00 *	
				CHECK TOTAL:			53.00	
134190	ILSP	ILLINOIS STATE POLICE						
	150930	09/30/15	01	FINGERPRINTS/T SOTO	01-02-61-6100		29.75	
				INVOICE TOTAL:			29.75 *	
				CHECK TOTAL:			29.75	
		*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
134191	INF5350	INFINITY SIGNS & GRAPHICS						
	7489	09/14/15	01	LGBA WELLNESS EXPO POSTERS	01-06-62-6239		90.00	
				INVOICE TOTAL:			90.00 *	
				CHECK TOTAL:			90.00	
134192	IRMA	INTERGOVERNMENTAL RISK						
	14562	09/30/15	01	CLAIMS:GEN ADM PARKING STRUCTR	01-19-62-6281		2,500.00	
			02	CLAIMS:FIRE	01-19-62-6284		1,218.76	

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134192	IRMA	INTERGOVERNMENTAL RISK						
	14562	09/30/15	03	CLAIMS:POLICE/CREDIT	01-19-62-6283		-4,211.57	
			04	CLAIMS:DPW/CREDIT	01-19-62-6286		-1,450.93	
			05	CLAIMS:POLICE	01-19-62-6283		652.67	
			06	CLAIMS:DPW	01-19-62-6286		1,234.73	
			07	CLAIMS:POLICE	01-19-62-6283		697.88	
			08	CREDIT:DPW #9335 OVERPYMT	01-11-60-6020		-10.00	
						INVOICE TOTAL:	631.54 *	
						CHECK TOTAL:	631.54	
134193	JAC6642	JACK'S						
	64157	10/09/15	01	2 STIHL ADAPTERS/WATER	50-00-62-6220		21.90	
						INVOICE TOTAL:	21.90 *	
						CHECK TOTAL:	21.90	
134194	JUL2800	JULIE INC						
	150930	09/30/15	01	UTILITY LOCATES/SHARE	01-11-62-6223		258.99	
			02	UTILITY LOCATES/SHARE	50-00-62-6220		258.99	
			03	UTILITY LOCATES/SHARE	80-00-62-6224		339.98	
						INVOICE TOTAL:	857.96 *	
						CHECK TOTAL:	857.96	
134195	KAN1213	KANE BROTHERS INC						
	6369	10/01/15	01	MONTHLY MTC & SVG CALL/FOUNTAIN	01-10-62-6222		898.57	
						INVOICE TOTAL:	898.57 *	
						CHECK TOTAL:	898.57	
134196	KB106	KB LAWN & MULCH						

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134196	KB106	KB LAWN & MULCH						
	15/09-01	09/30/15	01	MOW GRASS@249 SAWYER	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	15/09-02	09/30/15	01	MOW GRASS@324 FRANKLIN	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
	15/09-03	09/30/15	01	MOW GRASS@315 FRANKLIN	01-06-62-6230		130.00	
						INVOICE TOTAL:	130.00 *	
						CHECK TOTAL:	390.00	
134197	KIP6230	KIPLINGER						
	151016	10/16/15	01	SUBSCRIPTION RENEWAL	01-03-60-6020		99.00	
						INVOICE TOTAL:	99.00 *	
						CHECK TOTAL:	99.00	
134198	LE0816	A M LEONARD INC						
	CI15142649	09/22/15	01	WORK GLOVES;LEAF RAKE;ETC	01-11-62-6259		224.75	
						INVOICE TOTAL:	224.75 *	
						CHECK TOTAL:	224.75	
134199	LGL5546	LA GRANGE LOCK & SAFE						
	12819	10/14/15	01	INSTALL RM LOCK/WATER TOWER	01-10-62-6220		144.00	
						INVOICE TOTAL:	144.00 *	
	19180	09/18/15	01	REPAIR PUSH LEVER/VH	01-10-62-6220		99.00	
						INVOICE TOTAL:	99.00 *	
	19280	08/17/15	01	2 HANDLE REPAIRS/PARKING DECK	51-00-62-6280		54.00	

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134199	LGL5546	LA GRANGE LOCK & SAFE					
	19280	08/17/15	02	CARBIN SPINDLE/VH	01-10-62-6220		35.00
						INVOICE TOTAL:	89.00 *
						CHECK TOTAL:	332.00
134200	LGM687	LA GRANGE MATERIALS INC					
	74304	09/04/15	01	EXT RINGS;SPEC MIX;NAILS;ETC	80-00-62-6220		478.00
						INVOICE TOTAL:	478.00 *
						CHECK TOTAL:	478.00
134201	LGP10	LA GRANGE PUBLIC LIBRARY					
	15/10	10/09/15	01	OCT LIBRARY SHARE RPLCMT TAX	01-00-20-2029		4,629.76
						INVOICE TOTAL:	4,629.76 *
						CHECK TOTAL:	4,629.76
134202	LIC2819	J C LICHT					
	14265985	10/14/15	01	TAPE;SPONGE;CL RST/VH	01-10-62-6220		9.77
						INVOICE TOTAL:	9.77 *
	14266531	10/14/15	01	ART BRUSHES/VH	01-10-62-6220		2.98
						INVOICE TOTAL:	2.98 *
						CHECK TOTAL:	12.75
134203	MARTINAI	CRAIG MARTINAITIS					
	151009	10/09/15	01	REIMBURSE OPEN HOUSE SUPPLIES	01-09-62-6250		164.69
						INVOICE TOTAL:	164.69 *
	151012	10/12/15	01	REIMBURSE:OPEN HOUSE MATERIALS	01-09-62-6250		332.05
						INVOICE TOTAL:	332.05 *
						CHECK TOTAL:	496.74

\*\*\* THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.\*\*\*

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134204	MID1500	MID AMERICAN WATER, INC					
	117516	09/02/15	01	PVC PIPE;NON SHEAR CPLGS	80-00-62-6220		1,411.58
						INVOICE TOTAL:	1,411.58 *
	118100	09/21/15	01	15X6 SDR;ETC	80-00-62-6220		313.00
						INVOICE TOTAL:	313.00 *
						CHECK TOTAL:	1,724.58
134205	MID424	MIDWEST EXTERMINATING					
	2195	10/02/15	01	MOUSE EXTERMINATION/FD	01-10-62-6220		340.00
						INVOICE TOTAL:	340.00 *
						CHECK TOTAL:	340.00
134206	MIN500	MINER ELECTRONICS CORP					
	258400	09/30/15	01	PROGRAM NEW ID INTO RADIO	24-00-62-6220		47.50
						INVOICE TOTAL:	47.50 *
	258401	09/30/15	01	NEW RADIO ID	24-00-62-6220		10.00
						INVOICE TOTAL:	10.00 *
	258402	09/30/15	01	STATIC ON RADIO	24-00-62-6220		320.00
						INVOICE TOTAL:	320.00 *
						CHECK TOTAL:	377.50
134207	NOR355	NORTH EAST MULTI-REGIONAL					
	199982	09/23/15	01	32HR CYCLIST CLASS/COLEMAN;HON	01-07-60-6020		350.00
						INVOICE TOTAL:	350.00 *
						CHECK TOTAL:	350.00

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134208	OFF8804	OFFICE DEPOT					
	798101836001	10/06/15	01	COPY PAPER;ETC	01-09-61-6100		100.19
						INVOICE TOTAL:	100.19 *
	798103161001	10/06/15	01	1 REAM PAPER	01-09-61-6100		17.06
						INVOICE TOTAL:	17.06 *
	798351865001	10/06/15	01	BATTERIES	01-09-61-6100		40.13
						INVOICE TOTAL:	40.13 *
						CHECK TOTAL:	157.38
134209	OHE1070	RAY O'HERRON CO., INC					
	1554862	10/05/15	01	GLOVES;CIT HOLDER/HEREDIA	01-07-60-6021		93.97
						INVOICE TOTAL:	93.97 *
	1555307	10/07/15	01	BOOTS/WARDLAW	01-07-60-6021		134.95
						INVOICE TOTAL:	134.95 *
	1556720	10/14/15	01	LS SHIRTS/NEMECEK	01-07-60-6021		110.85
						INVOICE TOTAL:	110.85 *
						CHECK TOTAL:	339.77
134210	PAS6749	PASSPORT PARKING INC					
	2454	09/30/15	01	SEP PASSPORT PARKING FEES	51-00-52-5228		360.00
						INVOICE TOTAL:	360.00 *
						CHECK TOTAL:	360.00
134211	PAY1080	PAYFLEX SYSTEMS USA, INC					
	121468-740666	10/15/15	01	OCT 2015 FLEX SPENDING	01-19-68-6890		118.80
						INVOICE TOTAL:	118.80 *
						CHECK TOTAL:	118.80

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134212	PEP8500	PEP BOYS - REMITTANCE DEPT					
	8311031827	10/03/15	01	2 VIS H11 HAL PK	01-07-62-6220		36.08
						INVOICE TOTAL:	36.08 *
						CHECK TOTAL:	36.08
134213	PIN749	PINNER ELECTRIC, INC					
	01787	09/15/15	01	RESTORE POWER 300 S LG RD	01-11-62-6223		1,787.11
						INVOICE TOTAL:	1,787.11 *
	26115	09/30/15	01	MONTHLY MTC/LTHS;TILDEN	01-11-62-6223		230.00
						INVOICE TOTAL:	230.00 *
						CHECK TOTAL:	2,017.11
134214	POM1630	POMP'S TIRE SERVICE, INC					
	30530	10/07/15	01	2 TIRES;INST/#64	50-00-62-6220		703.74
						INVOICE TOTAL:	703.74 *
						CHECK TOTAL:	703.74
134215	POW605	POWER EQUIPMENT LEASING CO					
	23144	09/29/15	01	DECALS-SAFETY/#7	01-11-62-6220		51.28
						INVOICE TOTAL:	51.28 *
						CHECK TOTAL:	51.28
134216	PRA5185	PRAIRIE MATERIAL SALES, INC					
	886361406	09/23/15	01	3YDS 4000 PSI	50-00-62-6220		543.00
						INVOICE TOTAL:	543.00 *
						CHECK TOTAL:	543.00

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134217	PRO5805	PROSAFETY INC					
	2/810220	09/29/15	01	ARCTIC JACKET;BIB OVERALL	01-09-60-6021		145.00
						INVOICE TOTAL:	145.00 *
						CHECK TOTAL:	145.00
134218	QUA2080	QUARRY MATERIALS INC					
	55700	09/25/15	01	5.99 TONS SURFACE	50-00-62-6220		323.46
						INVOICE TOTAL:	323.46 *
	55730	09/28/15	01	SURFACE & BINDER	50-00-62-6220		393.36
						INVOICE TOTAL:	393.36 *
	55755	09/29/15	01	SURFACE;BINDER;PRIMER	50-00-62-6220		305.00
						INVOICE TOTAL:	305.00 *
	55779	09/30/15	01	7.05 TONS BINDER	50-00-62-6220		352.50
						INVOICE TOTAL:	352.50 *
	55861	10/05/15	01	5.82 TONS SURFACE	50-00-62-6220		314.28
						INVOICE TOTAL:	314.28 *
						CHECK TOTAL:	1,688.60
134219	ROG419	SUSAN ROGAN HEARING INC					
	18795	08/20/15	01	HEARING TEST/XING GUARD APPL	01-07-60-6010		40.00
						INVOICE TOTAL:	40.00 *
						CHECK TOTAL:	40.00
134220	ROS414	ROSE PEST SOLUTIONS					
	1713533	10/09/15	01	TREATMENT @ 31 E OGDEN	01-06-62-6230		199.00
						INVOICE TOTAL:	199.00 *
						CHECK TOTAL:	199.00

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134221	RRD7810	RR DONNELLEY					
	822278897	09/28/15	01	CITATION ENVELOPES	51-00-61-6101		1,235.65
						INVOICE TOTAL:	1,235.65 *
						CHECK TOTAL:	1,235.65
134222	SCO283	SCOUT ELECTRIC SUPPLY CO					
	158935	09/02/15	01	BALLASTS;BLANKS;ETC	01-10-62-6220		151.76
			02	WIRE NUTS;ACORN CLAMPS/SL	01-11-62-6223		103.48
			03	STRAP/#66	50-00-62-6220		2.04
						INVOICE TOTAL:	257.28 *
						CHECK TOTAL:	257.28
134223	SEC	SECRETARY OF STATE, ILLINOIS					
	15/10/16	06/24/15	01	NOTARY PUBLIC APPL/LIEPE	01-07-60-6020		10.00
						INVOICE TOTAL:	10.00 *
						CHECK TOTAL:	10.00
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
134224	SEY3807	SEYFORTH SHAW LLP					
	2503893-013586	09/30/15	01	LGL SVCS THROUGH 9/16/15	01-04-62-6238		10,800.00
						INVOICE TOTAL:	10,800.00 *
						CHECK TOTAL:	10,800.00
134225	SHA1881	SHARK SHREDDING, INC					
	24406	09/23/15	01	SHRED DOCUMENTS	01-07-61-6100		515.00
						INVOICE TOTAL:	515.00 *
						CHECK TOTAL:	515.00

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INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134226	SHA250 09151007267	09/30/15	01	LGBA ADS	01-06-62-6239		413.00 413.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	413.00
134227	SHE1510 5842	10/16/15	01	5 GAL MIXER;COVER;GRID	01-11-62-6264		20.38 20.38 *
						INVOICE TOTAL:	
						CHECK TOTAL:	20.38
134228	SHE857 872495	10/05/15	01 02	FALL FLOWERS/CBD FALL FLOWERS/WBD	01-10-62-6222 01-10-62-6223		3,322.50 1,000.00 4,322.50 *
						INVOICE TOTAL:	
						CHECK TOTAL:	4,322.50
134229	SIBLE 151008	10/08/15	01	REIMBURSE:IAFC TRAVEL EXP	01-09-60-6020		1,569.18 1,569.18 *
						INVOICE TOTAL:	
						CHECK TOTAL:	1,569.18
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134230	SIM3406 27523	09/30/15	01	LOCATE MAIN BREAK/OGDN-EDGEWD	50-00-62-6220		610.00 610.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	610.00

INVOICES DUE ON/BEFORE 10/26/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134231	SPR4181 665512518164	10/12/15	01	MONTHLY CALL SVC	01-09-62-6210		145.51 145.51 *
						INVOICE TOTAL:	
						CHECK TOTAL:	145.51
134232	STA6520 07185	10/07/15	01 02	SPRAY WATER PUMP/#13 SPRAY WATER PUMP/#13	80-00-62-6220 01-11-62-6220		449.77 449.77 899.54 *
						INVOICE TOTAL:	
						CHECK TOTAL:	899.54
134233	STA8368 8036171923	09/26/15	01 02 03	MISC OFFICE SUPPLIES MISC OFFICE SUPPLIES MISC OFFICE SUPPLIES	01-02-61-6100 01-03-61-6100 01-06-61-6100		16.79 8.40 8.40 33.59 *
						INVOICE TOTAL:	
	8036171925	09/22/15	01	COPY PAPER;MAILERS	01-07-61-6100		218.59 218.59 *
						INVOICE TOTAL:	
						CHECK TOTAL:	252.18
134234	SUB1950 127233	09/29/15	01	15 COLIFORM SAMPLES	50-00-68-6899		172.50 172.50 *
						INVOICE TOTAL:	
	127654	10/06/15	01	SOIL PH SAMPLES	50-00-68-6899		95.00 95.00 *
						INVOICE TOTAL:	
	127731	10/08/15	01	SOIL PH SAMPLES	50-00-68-6899		65.00 65.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	332.50

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134235	SWA9500	SWAN CLEANERS					
	2706	09/03/15	01	BLANKET CLEANING	01-07-62-6241		20.00
						INVOICE TOTAL:	20.00 *
						CHECK TOTAL:	20.00
134236	SYN	SYNERGY CONSTRUCTION					
	6044	10/19/15	01	REFUND CASH BOND:406 S PECK	01-00-35-3511		7,500.00
						INVOICE TOTAL:	7,500.00 *
						CHECK TOTAL:	7,500.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134237	TAM7500	TAMELING INDUSTRIES					
	0105668	10/08/15	01	20 YDS TOP SOIL/STUMPS	01-11-62-6259		732.00
						INVOICE TOTAL:	732.00 *
						CHECK TOTAL:	732.00
134238	THE4415	THEODORE POLYGRAPH SERVICE INC					
	5013	10/08/15	01	PRE-EMPLY.POLYGRAPH EXAM	01-12-62-6272		300.00
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	300.00
134239	THI4170	DAN THIESSE					
	151016	10/16/15	01 12	PLUMBING INSPECTIONS	01-06-62-6229		426.00
						INVOICE TOTAL:	426.00 *
						CHECK TOTAL:	426.00
134240	THO1302	THOMPSON ELEVATOR					

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134240	THO1302	THOMPSON ELEVATOR					
	15-3603	10/05/15	01	ELEVATOR INSPECTIONS	01-06-62-6234		215.00
						INVOICE TOTAL:	215.00 *
						CHECK TOTAL:	215.00
134241	TRA2090	TRANSUNION RISK & ALTERNATIVE					
	15/10	10/01/15	01	OCT	01-07-60-6020		5.00
						INVOICE TOTAL:	5.00 *
						CHECK TOTAL:	5.00
134242	TRA2155	TRANSACTION WAREHOUSE, INC					
	2015-1321	10/01/15	01	SEPT I-WEB TRANSACTION FEES	50-00-58-5899		106.00
						INVOICE TOTAL:	106.00 *
						CHECK TOTAL:	106.00
134243	TRA31	TRAFFIC CONTROL PROTECTION INC					
	84571	09/29/15	01	CHILDREN AT PLAY SIGNS	01-11-62-6264		116.10
						INVOICE TOTAL:	116.10 *
	84611	09/26/15	01	PORTABLE STOP FOR PED SIGN	01-11-62-6264		644.00
						INVOICE TOTAL:	644.00 *
	84687	10/08/15	01	MISC SIGNS	01-11-62-6264		304.70
						INVOICE TOTAL:	304.70 *
						CHECK TOTAL:	1,064.80
134244	UPS106	THE UPS STORE					
	151015	10/15/15	01	SHIP PRODUCTS TO MFR	01-07-61-6101		25.05
						INVOICE TOTAL:	25.05 *

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134244	UPS106	THE UPS STORE					
	18632331	10/06/15	01	SHIPMENT TO D CLARK COMP	01-09-61-6101		15.22
						INVOICE TOTAL:	15.22 *
						CHECK TOTAL:	40.27
134245	VER2550	VERIZON WIRELESS					
	9753414307	10/04/15	01	SEPT CELLS	01-07-62-6210		401.28
						INVOICE TOTAL:	401.28 *
	9753884947	10/12/15	01	OCT MOBILE PHONE SVC	01-11-62-6210		219.21
			02	OCT MOBILE PHONE SVC	50-00-62-6210		128.40
			03	OCT MOBILE PHONE SVC	80-00-62-6210		11.89
			04	OCT MOBILE PHONE SVC	01-06-62-6210		0.83
			05	OCT MOBILE PHONE SVC	01-03-62-6210		59.80
			06	OCT MOBILE PHONE SVC	01-12-62-6230		76.21
						INVOICE TOTAL:	496.34 *
						CHECK TOTAL:	897.62
134246	VIL835	VILLAGE TRUE VALUE HARDWARE					
	191615	10/14/15	01	14OZ LITHIUM GREASE	01-09-62-6220		16.90
						INVOICE TOTAL:	16.90 *
						CHECK TOTAL:	16.90
134247	WAL277	TIM WALLACE SNOWPLOW SUPPLY					
	150827	08/27/15	01	2-7' CUTTING EDGES;HARDWARE	01-11-62-6220		1,000.00
						INVOICE TOTAL:	1,000.00 *
						CHECK TOTAL:	1,000.00
134248	WAL3685	WALKER PARKING CONSULTANTS					

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134248	WAL3685	WALKER PARKING CONSULTANTS					
	31786410004	09/30/15	01	BUMPER WALL REPAIR ENG/DECK	51-00-62-6280		1,895.15
						INVOICE TOTAL:	1,895.15 *
						CHECK TOTAL:	1,895.15
134249	WAR1601	WAREHOUSE DIRECT					
	2837372	10/01/15	01	PHONE CARDS;LABELMAKER TAPE	01-11-61-6100		54.46
						INVOICE TOTAL:	54.46 *
						CHECK TOTAL:	54.46
134250	WAT50	WATER PRODUCTS					
	261624	10/09/15	01	BREAK FLANGE;NOZZLE;ETC	50-00-62-6220		582.00
						INVOICE TOTAL:	582.00 *
						CHECK TOTAL:	582.00
134251	WES6200	WESTFIELD FORD					
	400674	09/10/15	01	TUNEUP;DRIVE BELT;ETC/#514	51-00-62-6220		1,702.16
						INVOICE TOTAL:	1,702.16 *
						CHECK TOTAL:	1,702.16
134252	WES82	WEST FUELS, INC					
	45214	10/09/15	01	1350 GALS NO LEAD GAS	01-00-17-1701		3,093.14
						INVOICE TOTAL:	3,093.14 *
	45215	10/09/15	01	507 GALS ULS DIESEL	01-00-17-1701		1,239.06
						INVOICE TOTAL:	1,239.06 *
						CHECK TOTAL:	4,332.20

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134253	ZIE2001	ZIEBELL WATER SERVICE	PROD.INC				
	230883	09/30/15	01	SLEEVE	50-00-62-6220		557.44
						INVOICE TOTAL:	557.44 *
	230885	09/30/15	01	60' COPPER TUBING/WATER	50-00-62-6220		294.00
						INVOICE TOTAL:	294.00 *
					CHECK TOTAL:		851.44
					TOTAL AMOUNT PAID:		133,202.28

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GENERAL FUND							
01	01-00-17-1701	PREPAID DIESEL FUEL	WES82	45214	1350 GALS NO LEAD GAS	3,093.14	
02	01-00-17-1701	PREPAID DIESEL FUEL	WES82	45215	507 GALS ULS DIESEL	1,239.06	
03	01-00-20-2029	DUE T/F LIBRARY	LGPI0	15/10	OCT LIBRARY SHARE RPLCMT T	4,629.76	
04	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	725.05	
05	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	725.05	
06	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-119	PLAN REV@106 N CATHERINE	938.14	
07	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-121	PLAN REV@1025 S ASHLAND	1,645.26	
08	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-123	PLAN REV@716 S CATHERINE	1,524.18	
09	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-124	PLAN REV@147 N BRAINARD	985.90	
10	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-125	PLAN REV@1017 W ARLINGTON	3,397.75	
11	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-127	PLAN REV@311 S WAIOLA	172.28	
12	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-128	PLAN REV@212 S 8TH AVE	1,038.49	
13	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-129	PLAN REV@105 S STONE	4,290.25	
14	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-130	PLAN REV@44 N BRAINARD	3,225.47	
15	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	SYN	6044	REFUND CASH BOND:406 S PECK	7,500.00	
16	01-00-58-5866	AMBULANCE TRANSPORT FEES	AND3323	136281	SEPT AMBULANCE COLLECTION FE	1,286.86	
17	01-00-58-5866	AMBULANCE TRANSPORT FEES	DOR8219	151008	REFUND DUPLICATE PAYMENT	176.80	
18	01-02-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	31.43	
19	01-02-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	31.43	
20	01-02-61-6100	TOOLS & SUPPLIES	ILSP	150930	FINGERPRINTS/T SOTO	29.75	
21	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8036171923	MISC OFFICE SUPPLIES	16.79	
22	01-03-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	125.73	
23	01-03-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	125.73	
24	01-03-60-6020	TRAINING & MEMBERSHIP	KIP6230	151016	SUBSCRIPTION RENEWAL	99.00	
25	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8036171923	MISC OFFICE SUPPLIES	8.40	
26	01-03-62-6210	TELEPHONE FEES	VER2550	9753884947	OCT MOBILE PHONE SVC	59.80	
27	01-03-62-6220	MTCE-EQUIPMENT	AIS1815	52704	JULY IT CHARGES	95.00	
28	01-03-62-6220	MTCE-EQUIPMENT	AIS1815	53232	SEPT IT CHARGES	71.25	
29	01-03-66-6600	NEW EQUIPMENT	AIS1815	53261	NEW PC/SOFTWARE/MC	832.99	
30	01-04-62-6233	LEGAL-PROSECUTOR	FAL5	21719	SEP 2015 PROCECUTING SVC	1,080.00	
31	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21720	UNSAFE PROPERTY@310 W CALEND	775.50	
32	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21721	CODE VIOL@315 E FRANKLIN	661.50	
33	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21723	CODE VIOL@46 N MADISON	364.00	
34	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21724	CODE VIOL@870 S 12TH	135.00	
35	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21725	CODE VIOL@67 BLUFF	162.00	
36	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21726	CODE VIOL@34 EAST AVE	135.00	
37	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21728	CODE VIOL@802 S SPRING	357.49	
38	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21729	CODE VIOL@119 HAYES	229.50	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
39	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21730	CODE VIOL@221 WAIOLA	324.00	
40	01-04-62-6234	LEGAL-PROSECUTOR(OTHER)	FAL5	21731	CODE VIOL@809 S 9TH	255.00	
41	01-04-62-6238	LEGAL-PERSONNEL	SEY3807	2503893-013586	LGL SVCS THROUGH 9/16/15	10,800.00	
42	01-06-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	117.98	
43	01-06-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	117.98	
44	01-06-60-6020	TRAINING & MEMBERSHIP	FIR/CD	151013	TRAVEL EXP:APA CONFERENCE	290.37	
45	01-06-61-6100	TOOL & SUPPLIES	STA8368	8036171923	MISC OFFICE SUPPLIES	8.40	
46	01-06-61-6101	PRINTING,POSTAGE, & STATIONE	ALP417	77471	BUSINESS CARDS/S GONZALEZ	55.00	
47	01-06-62-6210	TELEPHONE FEES	VER2550	9753884947	OCT MOBILE PHONE SVC	0.83	
48	01-06-62-6220	MTCE-EQUIPMENT	AIS1815	52704	JULY IT CHARGES	237.50	
49	01-06-62-6220	MTCE-EQUIPMENT	AIS1815	53232	SEPT IT CHARGES	118.75	
50	01-06-62-6220	MTCE-EQUIPMENT	AM8623	353484	MAINTENANCE/#46	20.68	
51	01-06-62-6220	MTCE-EQUIPMENT	AM8623	533193	MAINTENANCE/#46	75.95	
52	01-06-62-6220	MTCE-EQUIPMENT	AM8623	533194	MAINTENANCE/#46	1.96	
53	01-06-62-6220	MTCE-EQUIPMENT	AM8623	533202	MAINTENANCE/#46	29.29	
54	01-06-62-6220	MTCE-EQUIPMENT	AM8623	533891	MAINTENANCE/#46	3.50	
55	01-06-62-6229	CONTRACTUAL PLUMBING INSP	THI4170	151016	12 PLUMBING INSPECTIONS	426.00	
56	01-06-62-6230	PROFESSIONAL SERVICES	KB106	15/09-01	MOW GRASS@249 SAWYER	130.00	
57	01-06-62-6230	PROFESSIONAL SERVICES	KB106	15/09-02	MOW GRASS@324 FRANKLIN	130.00	
58	01-06-62-6230	PROFESSIONAL SERVICES	KB106	15/09-03	MOW GRASS@315 FRANKLIN	130.00	
59	01-06-62-6230	PROFESSIONAL SERVICES	ROS414	1713533	TREATMENT @ 31 E OGDEN	199.00	
60	01-06-62-6234	ELEVATOR INSPECTIONS	THO1302	15-3603	ELEVATOR INSPECTIONS	215.00	
61	01-06-62-6239	ECONOMIC DEVELOPMENT	CHI1483	002269832	LGBA EVENT ADS	4,245.24	
62	01-06-62-6239	ECONOMIC DEVELOPMENT	CHI1483	002269837	LGBA ONLINE ADS	950.00	
63	01-06-62-6239	ECONOMIC DEVELOPMENT	CHI1483	002291485	LGBA SIDEWALK SALE ADS	150.00	
64	01-06-62-6239	ECONOMIC DEVELOPMENT	CHI1483	002292584	LGBA ONLINE ADS	250.00	
65	01-06-62-6239	ECONOMIC DEVELOPMENT	INF5350	7489	LGBA WELLNESS EXPO POSTERS	90.00	
66	01-06-62-6239	ECONOMIC DEVELOPMENT	SHA250	09151007267	LGBA ADS	413.00	
67	01-07-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	844.14	
68	01-07-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	844.14	
69	01-07-60-6010	INSURANCE-HOSPITALIZATION	ROG419	18795	HEARING TEST/XING GUARD APPL	40.00	
70	01-07-60-6020	TRAINING & MEMBERSHIP	FIR/PD	151016	IACP DUES/STRASSER	95.00	
71	01-07-60-6020	TRAINING & MEMBERSHIP	IACP	2015-1017	ADDL DUES/STRASSER	125.00	
72	01-07-60-6020	TRAINING & MEMBERSHIP	IACP	2015-923	TRAINING/STRASSER/PETERS	198.00	
73	01-07-60-6020	TRAINING & MEMBERSHIP	NOR355	199982	32HR CYCLIST CLASS/COLEMAN;H	350.00	
74	01-07-60-6020	TRAINING & MEMBERSHIP	SEC	15/10/16	NOTARY PUBLIC APPL/LIEPE	10.00	
75	01-07-60-6020	TRAINING & MEMBERSHIP	TRA2090	15/10	OCT	5.00	
76	01-07-60-6021	UNIFORMS	GAL7162	003212268	HOLSTER/FULLA	219.80	

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GENERAL FUND							
77	01-07-60-6021	UNIFORMS	OHE1070	1554862	GLOVES;CIT HOLDER/HEREDIA	93.97	
78	01-07-60-6021	UNIFORMS	OHE1070	1555307	BOOTS/WARDLAW	134.95	
79	01-07-60-6021	UNIFORMS	OHE1070	1556720	LS SHIRTS/NEMECEK	110.85	
80	01-07-61-6100	TOOLS & SUPPLIES	CAR7341	3475	REFILLS	339.94	
81	01-07-61-6100	TOOLS & SUPPLIES	COM3002	151005	10-16/11-15	77.11	
82	01-07-61-6100	TOOLS & SUPPLIES	FIR/PD	151016	MICROWAVE	169.99	
83	01-07-61-6100	TOOLS & SUPPLIES	FIR/PD	151016	INTEREST	8.91	
84	01-07-61-6100	TOOLS & SUPPLIES	SHA1881	24406	SHRED DOCUMENTS	515.00	
85	01-07-61-6100	TOOLS & SUPPLIES	STA8368	8036171925	COPY PAPER;MAILERS	218.59	
86	01-07-61-6101	PRINTING,POSTAGE, & STATIONE	UPS106	151015	SHIP PRODUCTS TO MFR	25.05	
87	01-07-62-6210	TELEPHONE FEES	ATT	15/708579068710	OCT 3 LINE SYS:579-0687	257.98	
88	01-07-62-6210	TELEPHONE FEES	ATT	15/708579108510	OCT FAX LINE 579-1085	87.33	
89	01-07-62-6210	TELEPHONE FEES	ATT	15/708579139410	OCT INVEST FAX LINE 579-1394	98.90	
90	01-07-62-6210	TELEPHONE FEES	ILP7722	6451	OCT	53.00	
91	01-07-62-6210	TELEPHONE FEES	VER2550	9753414307	SEPT CELLS	401.28	
92	01-07-62-6220	MTCE-EQUIPMENT	AIS1815	52622	CAT 6 PATCH CABLE/8 PRT ETHE	56.99	
93	01-07-62-6220	MTCE-EQUIPMENT	AIS1815	52704	JULY IT CHARGES	968.75	
94	01-07-62-6220	MTCE-EQUIPMENT	AIS1815	52834	ADOBE PHOTOSHOP LIC	239.00	
95	01-07-62-6220	MTCE-EQUIPMENT	AIS1815	53078	CAT 6 PATCH CABLE 7FT	6.00	
96	01-07-62-6220	MTCE-EQUIPMENT	AIS1815	53232	SEPT IT CHARGES	71.25	
97	01-07-62-6220	MTCE-EQUIPMENT	BRO9545	15/09	SEPT WASHES	240.00	
98	01-07-62-6220	MTCE-EQUIPMENT	FIR4037	236594	1 NEW TIRE/#520	134.55	
99	01-07-62-6220	MTCE-EQUIPMENT	FUL5550	15/09	SEPT SQUAD WASHES	14.00	
100	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	415560	OIL CHANGE/#522	31.21	
101	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	416351	OIL CHANGE/#523	31.21	
102	01-07-62-6220	MTCE-EQUIPMENT	PEP8500	8311031827	2 VIS H11 HAL PK	36.08	
103	01-07-62-6241	PRISONER MEALS	SWA9500	2706	BLANKET CLEANING	20.00	
104	01-09-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	518.84	
105	01-09-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	518.84	
106	01-09-60-6020	TRAINING & MEMBERSHIP	SIBLE	151008	REIMBURSE:IAFC TRAVEL EXP	1,569.18	
107	01-09-60-6021	UNIFORMS	DAR6697	17209753	EXTRICATION GLOVES	127.00	
108	01-09-60-6021	UNIFORMS	FIR245	14946	UNIFORM ALLOWANCE/CHIEF GAY	246.95	
109	01-09-60-6021	UNIFORMS	PRO5805	2/810220	ARCTIC JACKET;BIB OVERALL	145.00	
110	01-09-61-6100	TOOLS & SUPPLIES	AIS1815	53261	HP LASER PRINTER/CHIEF	274.99	
111	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	798101836001	COPY PAPER;ETC	100.19	
112	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	798103161001	1 REAM PAPER	17.06	
113	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	798351865001	BATTERIES	40.13	
114	01-09-61-6101	PRINTING,POSTAGE, & STATIONE	UPS106	18632331	SHIPMENT TO D CLARK COMP	15.22	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
115	01-09-62-6210	TELEPHONE FEES	ATT	15/708579974710	OCT FAX/MODEM LINE 579-9747	182.05	
116	01-09-62-6210	TELEPHONE FEES	SPR4181	665512518164	MONTHLY CALL SVC	145.51	
117	01-09-62-6220	MTCE-EQUIPMENT	AIS1815	52704	JULY IT CHARGES	285.00	
118	01-09-62-6220	MTCE-EQUIPMENT	CER560	PM16388	PREV MTC/CO1113	1,450.00	
119	01-09-62-6220	MTCE-EQUIPMENT	CER560	R16567	TIE ROD;DIFF FLUID CHANGE/11	2,140.62	
120	01-09-62-6220	MTCE-EQUIPMENT	ESS941	3967	METERS;REPLACEMENT SENSORS	98.19	
121	01-09-62-6220	MTCE-EQUIPMENT	VIL835	191615	14OZ LITHIUM GREASE	16.90	
122	01-09-62-6250	FIRE PREVENTION	HOR60	172803	LIGHTERS;ETC/FD OPEN HOUSE	12.36	
123	01-09-62-6250	FIRE PREVENTION	MARTINAI	151009	REIMBURSE OPEN HOUSE SUPPLIE	164.69	
124	01-09-62-6250	FIRE PREVENTION	MARTINAI	151012	REIMBURSE:OPEN HOUSE MATERIA	332.05	
125	01-09-66-6605	COMPUTER EQUIPMENT	AIS1815	53261	NEW PC'/SOFTWARE(2)	1,665.98	
126	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	8458	LAUNDRY SOAP/DPW	77.60	
127	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	8609	FOAMING CLEANER/B&G	113.90	
128	01-10-62-6220	MTCE-EQUIPMENT	COL226	142581	ELEVATOR INSPECTIONS	670.00	
129	01-10-62-6220	MTCE-EQUIPMENT	FLO1945	090186	2ND CONCRETE TEST/FD	20.00	
130	01-10-62-6220	MTCE-EQUIPMENT	HAR8641	68709	PARTS FOR TOILET/PD	7.33	
131	01-10-62-6220	MTCE-EQUIPMENT	HAR8641	68737	PART FOR TOILET/PD	4.90	
132	01-10-62-6220	MTCE-EQUIPMENT	HAR8641	69997	HANDLE ASSY;REP KITS/VH	45.99	
133	01-10-62-6220	MTCE-EQUIPMENT	HOM1831	6572591	6" HALO BAFFLE;RE-CAN/VH	100.55	
134	01-10-62-6220	MTCE-EQUIPMENT	HOR60	172848	DELEX HANDLE/DPW	11.99	
135	01-10-62-6220	MTCE-EQUIPMENT	ILL5691	2370572	RETURNED COMP CORP		35.56
136	01-10-62-6220	MTCE-EQUIPMENT	ILL5691	2370656	ABR CLOTH;GLOVES;ETC	135.29	
137	01-10-62-6220	MTCE-EQUIPMENT	ILL5691	2380343	SUMP PUMP;BUSHINGS	138.29	
138	01-10-62-6220	MTCE-EQUIPMENT	LGL5546	12819	INSTALL RM LOCK/WATER TOWER	144.00	
139	01-10-62-6220	MTCE-EQUIPMENT	LGL5546	19180	REPAIR PUSH LEVER/VH	99.00	
140	01-10-62-6220	MTCE-EQUIPMENT	LGL5546	19280	CARBIN SPINDLE/VH	35.00	
141	01-10-62-6220	MTCE-EQUIPMENT	LIC2818	14265985	TAPE;SPONGE;CL RST/VH	9.77	
142	01-10-62-6220	MTCE-EQUIPMENT	LIC2818	14266531	ART BRUSHES/VH	2.98	
143	01-10-62-6220	MTCE-EQUIPMENT	MID424	2195	MOUSE EXTERMINATION/FD	340.00	
144	01-10-62-6220	MTCE-EQUIPMENT	SCO283	158935	BALLASTS;BLANKS;ETC	151.76	
145	01-10-62-6221	MTCE-BUILDING	ARA2525	2080234100	MATS	33.83	
146	01-10-62-6221	MTCE-BUILDING	ARA2525	2080254013	MATS	33.83	
147	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	CLO2784	NOV	NOV 1/3	286.67	
148	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	GRA8015	9858252662	RELAY/WATER FOUNTAIN	102.15	
149	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	KAN1213	6369	MONTHLY MTC & SVC CALL/FOUNT	898.57	
150	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	SHE857	872495	FALL FLOWERS/CBD	3,322.50	
151	01-10-62-6223	MTCE. WEST END BUS. DIST.	CLO2784	NOV	NOV 1/3	286.66	
152	01-10-62-6223	MTCE. WEST END BUS. DIST.	SHE857	872495	FALL FLOWERS/WBD	1,000.00	

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GENERAL FUND							
153	01-11-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	192.68	
154	01-11-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	192.68	
155	01-11-60-6020	TRAINING & MEMBERSHIP	GILLINGH	03328C	REIMBURSE PROF ENG LICENSE	61.50	
156	01-11-60-6020	TRAINING & MEMBERSHIP	IRMA	14562	CREDIT:DPW #9335 OVERPYMT		10.00
157	01-11-60-6021	UNIFORMS	ARA2525	2080254145	10/9/15 UNIFORM SERVICES	61.48	
158	01-11-60-6021	UNIFORMS	ARA2525	2080264050	10/16/15 UNIFORM SVC	61.48	
159	01-11-60-6021	UNIFORMS	FUN163	2306	SUMMER STAFF T-SHIRTS	353.11	
160	01-11-61-6100	TOOLS & SUPPLIES	WAR1601	2837372	PHONE CARDS; LABELMAKER TAPE	54.46	
161	01-11-61-6102	GAS & OIL	BP7088	15/10	OCT GAS/FUEL CHARGE	62.58	
162	01-11-62-6210	TELEPHONE FEES	VER2550	9753884947	OCT MOBILE PHONE SVC	219.21	
163	01-11-62-6211	ELECTRIC FEES	COM6111	15/09SL	SEPT STREET LIGHTS	2,286.75	
164	01-11-62-6211	ELECTRIC FEES	COM6111	15/10-SL	OCT STREET LIGHTS	48.75	
165	01-11-62-6211	ELECTRIC FEES	COM6111	15/10SL	OCT STREET LIGHTS	158.02	
166	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9930874076	ACETYLENE;AIR;ARGON;OXYGEN/S	99.76	
167	01-11-62-6220	MTCE-EQUIPMENT	AIS1815	52705	UBIQUITI UNIFI UAP PRO	229.00	
168	01-11-62-6220	MTCE-EQUIPMENT	AIS1815	53232	SEPT IT CHARGES	23.75	
169	01-11-62-6220	MTCE-EQUIPMENT	AM8623	533651	RED CREAM HARDENER/SHOP	4.56	
170	01-11-62-6220	MTCE-EQUIPMENT	AM8623	533705	10 TON STAND/SHOP	229.00	
171	01-11-62-6220	MTCE-EQUIPMENT	AM8623	533715	LIGHT WEIGHT FILLER/SHOP	10.86	
172	01-11-62-6220	MTCE-EQUIPMENT	AM8623	534264	BACKUP ALARM/#19	64.87	
173	01-11-62-6220	MTCE-EQUIPMENT	AM8623	535277	NON-SKID TAPE/SM SNOWBOX	21.74	
174	01-11-62-6220	MTCE-EQUIPMENT	AM8623	535502	HYDRAULIC FILTER/TRACTOR 12	29.73	
175	01-11-62-6220	MTCE-EQUIPMENT	AM8623	535643	HYDRAULIC FILTER/CHIPPER	13.11	
176	01-11-62-6220	MTCE-EQUIPMENT	BRE1390	253282	MOUNT FACE PLATE/#6	28.80	
177	01-11-62-6220	MTCE-EQUIPMENT	POW605	23144	DECALS-SAFETY/#7	51.28	
178	01-11-62-6220	MTCE-EQUIPMENT	STA6520	07185	SPRAY WATER PUMP/#13	449.77	
179	01-11-62-6220	MTCE-EQUIPMENT	WAL277	150827	2-7' CUTTING EDGES;HARDWARE	1,000.00	
180	01-11-62-6223	MTCE-STREET LIGHTS	GEN5228	084208	#7' F BLACK JOBBERS/SL	18.96	
181	01-11-62-6223	MTCE-STREET LIGHTS	GEN5228	84139	D BATTERIES/LOCATOR	35.96	
182	01-11-62-6223	MTCE-STREET LIGHTS	JUL2800	150930	UTILITY LOCATES/SHARE	258.99	
183	01-11-62-6223	MTCE-STREET LIGHTS	PIN749	01787	RESTORE POWER 300 S LG RD	1,787.11	
184	01-11-62-6223	MTCE-STREET LIGHTS	PIN749	26115	MONTHLY MTC/LTHS;TILDEN	230.00	
185	01-11-62-6223	MTCE-STREET LIGHTS	SCO283	158935	WIRE NUTS;ACORN CLAMPS/SL	103.48	
186	01-11-62-6259	TREE REMOVAL/MISC	LEO816	CI15142649	WORK GLOVES;LEAF RAKE;ETC	224.75	
187	01-11-62-6259	TREE REMOVAL/MISC	TAM7500	0105668	20 YDS TOP SOIL/STUMPS	732.00	
188	01-11-62-6262	STREET REPAIRS	HOR60	172712	UTILITY KNIFE;BLADES	12.98	
189	01-11-62-6264	STREET SIGNS/MARKERS	DEC8008	888866	15 'SLOW CHILDREN PLAYING' S	378.07	
190	01-11-62-6264	STREET SIGNS/MARKERS	GEN5228	084214	6V LANTERN BATTERIES/SIGNS	64.95	

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GENERAL FUND							
191	01-11-62-6264	STREET SIGNS/MARKERS	SHE1510	5842	5 GAL MIXER;COVER;GRID	20.38	
192	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	84571	CHILDREN AT PLAY SIGNS	116.10	
193	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	84611	PORTABLE STOP FOR PED SIGN	644.00	
194	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	84687	MISC SIGNS	304.70	
195	01-12-60-6020	TRAINING & MEMBERSHIP	FIR/ADM	CS01713118	EXEC ASST CLASSIFIED AD	419.00	
196	01-12-62-6230	PROFESSIONAL SERVICES	VER2550	9753884947	OCT MOBILE PHONE SVC	76.21	
197	01-12-62-6272	POLICE & FIRE COMMISSION	THE4415	5013	PRE-EMPLY.POLYGRAPH EXAM	300.00	
198	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	52341	JULY MCCAFFEE MDTs	16.00	
199	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	52704	JULY IT CHARGES	788.75	
200	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	52798	SEPT MONTHLY BACKUP CHARGE	535.00	
201	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	52834	BACKUP;DISASTER RECOVERY HD	800.00	
202	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	52844	BARRACUDA MSG ARCHIEVER	2,448.00	
203	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	52893	HOST SPAM FILTERING	800.00	
204	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	52893	OCT MONTHLY BACKUP CHARGE	535.00	
205	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	53132	NOV MONTHLY BACKUP CHARGE	535.00	
206	01-19-62-6230	PROFESSIONAL SERVICES	AIS1815	53232	NEW BACKUP PROCESS/DENISE	952.50	
207	01-19-62-6230	PROFESSIONAL SERVICES	ATT5014	144067880-15/10	OCT BACK-UP INTERNET SVC	50.33	
208	01-19-62-6230	PROFESSIONAL SERVICES	COM3002	0005420-15/11	NOV CABLE SVC/VH	12.62	
209	01-19-62-6230	PROFESSIONAL SERVICES	COM3002	130848-15/11	NOV HIGH SPEED INTERNET/PD;F	157.35	
210	01-19-62-6230	PROFESSIONAL SERVICES	COM3002	130871-15/11	NOV HIGH SPEED INTERNET/VH	157.35	
211	01-19-62-6230	PROFESSIONAL SERVICES	COM3002	17078-15/11	NOV HIGH SPEED INTERNET/DPW	134.90	
212	01-19-62-6281	CLAIMS - GEN. ADMINISTRATION	IRMA	14562	CLAIMS:GEN ADM PARKING STRUC	2,500.00	
213	01-19-62-6283	CLAIMS - POLICE	IRMA	14562	CLAIMS:POLICE/CREDIT		4,211.57
214	01-19-62-6283	CLAIMS - POLICE	IRMA	14562	CLAIMS:POLICE	652.67	
215	01-19-62-6283	CLAIMS - POLICE	IRMA	14562	CLAIMS:POLICE	697.88	
216	01-19-62-6284	CLAIMS - FIRE	IRMA	14562	CLAIMS:FIRE	1,218.76	
217	01-19-62-6286	CLAIMS - PUBLIC WORKS	IRMA	14562	CLAIMS:DPW/CREDIT		1,450.93
218	01-19-62-6286	CLAIMS - PUBLIC WORKS	IRMA	14562	CLAIMS:DPW	1,234.73	
219	01-19-68-6860	PUBLIC/EMPLOYEE RELATIONS	ALMAREZ	151017	10 YR SERVICE AWARD	100.00	
220	01-19-68-6860	PUBLIC/EMPLOYEE RELATIONS	GIAMPIET	151017	10 YR SERVICE AWARD	100.00	
221	01-19-68-6890	FLEXIBLE SPENDING ACCT.	PAY1080	121468-740666	OCT 2015 FLEX SPENDING	118.80	
222	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		107,692.59

HEALTH INS.-CONSOLIDATED DIS	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	31.43
HEALTH INS.-CONSOLIDATED DIS	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	31.43
TELEPHONE	ATT911	15/847734606010	OCT E911 LINE SVC:847 734-60	1,364.38

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<b>ETSB FUND</b>							
226	24-00-62-6210	TELEPHONE	ATT911	15/847734606310	OCT E911 LINE SVC:847 734-60	235.07	
227	24-00-62-6220	MTCE-EQUIPMENT	MIN500	258400	PROGRAM NEW ID INTO RADIO	47.50	
228	24-00-62-6220	MTCE-EQUIPMENT	MIN500	258401	NEW RADIO ID	10.00	
229	24-00-62-6220	MTCE-EQUIPMENT	MIN500	258402	STATIC ON RADIO	320.00	
230	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,039.81
<b>CAPITAL PROJECTS FUND</b>							
231	40-00-66-6602	WILLOW SPRINGS SAFETY IMPRVM	BAX783	0181613	CONST ENG:WILLOW SPR RD	2,297.79	
232	40-00-66-6644	NORTHEAST PLANNING AREA	BAX783	0182361	OGDEN-LOCUST IMPROVEMTS/PH 1	3,162.56	
233	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		5,460.35
<b>WATER FUND</b>							
234	50-00-58-5899	MISCELLANEOUS REVENUE - WATE	TRA2155	2015-1321	SEPT I-WEB TRANSACTION FEES	106.00	
235	50-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	326.18	
236	50-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	326.18	
237	50-00-60-6021	UNIFORMS	ARA2525	2080254145	10/9/15 UNIFORM SERVICES	40.24	
238	50-00-60-6021	UNIFORMS	ARA2525	2080264050	10/16/15 UNIFORM SVC	40.24	
239	50-00-62-6210	TELEPHONE	VER2550	9753884947	OCT MOBILE PHONE SVC	128.40	
240	50-00-62-6220	MAINTENANCE - WATER	AM8623	534677	AIR FILTER;DEF/#64	29.36	
241	50-00-62-6220	MAINTENANCE - WATER	AM8623	534706	2 GAS SHOCKS/#64	132.56	
242	50-00-62-6220	MAINTENANCE - WATER	AM8623	534714	10W30 OIL/#64	51.96	
243	50-00-62-6220	MAINTENANCE - WATER	COU11	5931	SAFETY CHECK/#64	35.00	
244	50-00-62-6220	MAINTENANCE - WATER	GEN5228	84139	D BATTERIES/LOCATOR	35.96	
245	50-00-62-6220	MAINTENANCE - WATER	HBK759	517	1" BENCH TEST:841 S 11TH	28.00	
246	50-00-62-6220	MAINTENANCE - WATER	HBK759	543	1" BENCH TEST:917 W HILLGROV	28.00	
247	50-00-62-6220	MAINTENANCE - WATER	HDS2833	557141	8X12 1/2X2CC	187.19	
248	50-00-62-6220	MAINTENANCE - WATER	JAC6642	64157	2 STIHL ADAPTERS/WATER	21.90	
249	50-00-62-6220	MAINTENANCE - WATER	JUL2800	150930	UTILITY LOCATES/SHARE	258.99	
250	50-00-62-6220	MAINTENANCE - WATER	POM1630	30530	2 TIRES;INST/#64	703.74	
251	50-00-62-6220	MAINTENANCE - WATER	PRA5185	886361406	3YDS 4000 PSI	543.00	
252	50-00-62-6220	MAINTENANCE - WATER	QUA2080	55700	5.99 TONS SURFACE	323.46	
253	50-00-62-6220	MAINTENANCE - WATER	QUA2080	55730	SURFACE & BINDER	393.36	
254	50-00-62-6220	MAINTENANCE - WATER	QUA2080	55755	SURFACE;BINDER;PRIMER	305.00	
255	50-00-62-6220	MAINTENANCE - WATER	QUA2080	55779	7.05 TONS BINDER	352.50	
256	50-00-62-6220	MAINTENANCE - WATER	QUA2080	55861	5.82 TONS SURFACE	314.28	
257	50-00-62-6220	MAINTENANCE - WATER	SCO283	158935	STRAP/#66	2.04	

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<b>WATER FUND</b>							
258	50-00-62-6220	MAINTENANCE - WATER	SIM3406	27523	LOCATE MAIN BREAK/OGDN-EDGEW	610.00	
259	50-00-62-6220	MAINTENANCE - WATER	WAT50	261624	BREAK FLANGE;NOZZLE;ETC	582.00	
260	50-00-62-6220	MAINTENANCE - WATER	ZIE2001	230883	SLEEVE	557.44	
261	50-00-62-6220	MAINTENANCE - WATER	ZIE2001	230885	60' COPPER TUBING/WATER	294.00	
262	50-00-68-6899	MISCELLANEOUS EXPENSES	SUB1950	127233	15 COLIFORM SAMPLES	172.50	
263	50-00-68-6899	MISCELLANEOUS EXPENSES	SUB1950	127654	SOIL PH SAMPLES	95.00	
264	50-00-68-6899	MISCELLANEOUS EXPENSES	SUB1950	127731	SOIL PH SAMPLES	65.00	
265	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		7,089.48
<b>PARKING FUND</b>							
266	51-00-52-5228	METER RECEIPTS	PAS6749	2454	SEP PASSPORT PARKING FEES	360.00	
267	51-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	55.11	
268	51-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	55.11	
269	51-00-61-6100	TOOLS & SUPPLIES	BAT2500	24391	9V BATTERIES FOR METERS	158.63	
270	51-00-61-6100	TOOLS & SUPPLIES	HOR60	172651	MASKING TAPE	10.39	
271	51-00-61-6101	PRINTING, POSTAGE, & STATIONE	RRD7810	822278897	CITATION ENVELOPES	1,235.65	
272	51-00-62-6210	TELEPHONE	ATT	15/708579263110	OCT GAR/ELEV SEC LINE 579-26	182.02	
273	51-00-62-6211	ELECTRIC FEES	COM6111	15/09SL	SEPT PARKING LOT LIGHTS	845.79	
274	51-00-62-6211	ELECTRIC FEES	COM6111	15/10-SL	OCT PARKING LOT LIGHTS	18.03	
275	51-00-62-6211	ELECTRIC FEES	COM6111	15/10SL	OCT PARKING LOT LIGHTS	58.44	
276	51-00-62-6220	MTCE-EQUIPMENT	HAV5501	412334	OIL CHANGE/#516	86.24	
277	51-00-62-6220	MTCE-EQUIPMENT	WES6200	400674	TUNEUP;DRIVE BELT;ETC/#514	1,702.16	
278	51-00-62-6230	PROFESSIONAL SERVICES	FAL5	21719	SEP 2015 PROCECUTING SVC	120.00	
279	51-00-62-6280	MTCE. PARKING GARAGE	CLO2784	NOV	NOV 1/3	286.67	
280	51-00-62-6280	MTCE. PARKING GARAGE	LGL5546	19280	2 HANDLE REPAIRS/PARKING DEC	54.00	
281	51-00-62-6280	MTCE. PARKING GARAGE	WAL3685	31786410004	BUMPER WALL REPAIR ENG/DECK	1,895.15	
282	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		7,123.39
<b>SEWER FUND</b>							
283	80-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113339	SEP BROKERAGE/CONSULT FEES	31.43	
284	80-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	113340	OCT BROKERAGE/CONSULT FEE	31.43	
285	80-00-60-6021	UNIFORMS	ARA2525	2080254145	10/9/15 UNIFORM SERVICES	10.06	
286	80-00-60-6021	UNIFORMS	ARA2525	2080264050	10/16/15 UNIFORM SVC	10.06	
287	80-00-62-6210	TELEPHONE	VER2550	9753884947	OCT MOBILE PHONE SVC	11.89	
288	80-00-62-6220	MTCE-EQUIPMENT	EJ665	70423	PENDANT CONTROL ASSY/#17	673.50	
289	80-00-62-6220	MTCE-EQUIPMENT	GEN5228	84139	D BATTERIES/LOCATOR	35.96	

4-E.22

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
SEWER FUND							
290	80-00-62-6220	MTCE-EQUIPMENT	LGM687	74304	EXT RINGS;SPEC MIX;NAILS;ETC	478.00	
291	80-00-62-6220	MTCE-EQUIPMENT	MID1500	117516	PVC PIPE;NON SHEAR CPLGS	1,411.58	
292	80-00-62-6220	MTCE-EQUIPMENT	MID1500	118100	15X6 SDR;ETC	313.00	
293	80-00-62-6220	MTCE-EQUIPMENT	STA6520	07185	SPRAY WATER PUMP/#13	449.77	
294	80-00-62-6224	MTCE-MANHOLE/SEWERS	JUL2800	150930	UTILITY LOCATES/SHARE	339.98	
295	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		3,796.66
INTERFUND SUMMARY							
296	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	2,039.81	
297	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	5,460.35	
298	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	7,089.48	
299	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	7,123.39	
300	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	3,796.66	
301	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		25,509.69
TOTALS:						164,420.03	164,420.03

4-E,23

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

November 9, 2015

Consolidated Voucher 151109

<u>Fund No.</u>	<u>Fund Name</u>	<u>11/09/15 Voucher</u>	<u>11/06/15 Payroll</u>	<u>Total</u>
01	General	137,583.07	347,705.57	485,288.64
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	198.20		198.20
24	ETSB	4,973.58	4,610.56	9,584.14
27	Drug Enforcement	754.38		754.38
40	Capital Projects	300,086.88		300,086.88
50	Water	275,801.13	51,551.09	327,352.22
51	Parking	4,591.78	34,728.68	39,320.46
60	Equipment Replacement	25,430.00		25,430.00
70	Police Pension	795.00		795.00
75	Firefighters' Pension			0.00
80	Sewer	22,971.22	15,000.42	37,971.64
90	Debt Service	84,839.63		84,839.63
		<u>858,024.87</u>	<u>453,596.32</u>	<u>1,311,621.19</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

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Trustee

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Trustee

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Trustee

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
134254	MAB7010	MABAS DIVISION 10			10/27/15		
	151112	10/26/15	01	TRG SEMINAR/GAY;SIBLE;CRAMER		01-09-60-6020	75.00
						INVOICE TOTAL:	75.00 *
						CHECK TOTAL:	75.00
134255	USP	U.S. POSTMASTER			10/26/15		
	151026	10/26/15	01	PERMIT #34/MAIL VILLAGE SPKSMN		01-12-68-6860	1,100.00
						INVOICE TOTAL:	1,100.00 *
						CHECK TOTAL:	1,100.00
134256	HEA2555	HEALTHCARE SERVICE CORPORATION			10/16/15		
	15/11	10/16/15	01	NOV EMPLOYEE HEALTH INS PREM		01-00-31-3105	17,452.19
			02	NOV EMPLOYEE HEALTH INS PREM		01-00-31-3105	12,825.08
			03	NOV EMPLOYEE HEALTH INS PREM		01-02-60-6010	1,312.59
			04	NOV EMPLOYEE HEALTH INS PREM		01-03-60-6010	5,250.36
			05	NOV EMPLOYEE HEALTH INS PREM		01-06-60-6010	5,744.72
			06	NOV EMPLOYEE HEALTH INS PREM		01-07-60-6010	21,824.18
			07	NOV EMPLOYEE HEALTH INS PREM		51-00-60-6010	2,301.33
			08	NOV EMPLOYEE HEALTH INS PREM		01-09-60-6010	21,666.32
			09	NOV EMPLOYEE HEALTH INS PREM		24-00-60-6010	1,312.59
			10	NOV EMPLOYEE HEALTH INS PREM		01-11-60-6010	8,046.06
			11	NOV EMPLOYEE HEALTH INS PREM		50-00-60-6010	13,620.25
			12	NOV EMPLOYEE HEALTH INS PREM		80-00-60-6010	1,312.59
						INVOICE TOTAL:	112,668.26 *
						CHECK TOTAL:	112,668.26
134257	GPOA	GOVERNMENT FINANCE OFFICER'S			10/29/15		
	151028	10/28/15	01	CAFR APPL FEE FY 2014-15		01-03-62-6230	435.00
						INVOICE TOTAL:	435.00 *
						CHECK TOTAL:	435.00
134258	DEA3678	DEARBORN NATL LIFE INSURANCE			10/30/15		
	15/11	10/20/15	01	NOV EMPLOYEE LIFE INS PREMIUM		01-02-60-6010	17.10
			02	NOV EMPLOYEE LIFE INS PREMIUM		01-03-60-6010	22.80
			03	NOV EMPLOYEE LIFE INS PREMIUM		01-06-60-6010	28.50
			04	NOV EMPLOYEE LIFE INS PREMIUM		01-07-60-6010	182.40
			05	NOV EMPLOYEE LIFE INS PREMIUM		51-00-60-6010	17.10
			06	NOV EMPLOYEE LIFE INS PREMIUM		01-09-60-6010	108.30
			07	NOV EMPLOYEE LIFE INS PREMIUM		01-11-60-6010	68.40

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
134258	DEA3678	DEARBORN NATL LIFE INSURANCE			10/30/15		
	15/11	10/20/15	08	NOV EMPLOYEE LIFE INS PREMIUM		24-00-60-6010	5.70
			09	NOV EMPLOYEE LIFE INS PREMIUM		50-00-60-6010	62.70
			10	NOV EMPLOYEE LIFE INS PREMIUM		80-00-60-6010	11.40
			11	NOV EMPLOYEE LIFE INS PREMIUM		01-00-31-3105	257.60
						INVOICE TOTAL:	782.00 *
						CHECK TOTAL:	782.00
134259	CUR9423	CURRIE MOTORS			11/03/15		
	E3964	10/27/15	01	2016 FORD EXPLORER/#525		60-00-66-6614	25,310.00
						INVOICE TOTAL:	25,310.00 *
						CHECK TOTAL:	25,310.00
						TOTAL AMOUNT PAID:	140,370.26

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
<b>GENERAL FUND</b>							
01	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	17,452.19	
02	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	12,825.08	
03	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	257.60	
04	01-02-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	1,312.59	
05	01-02-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	17.10	
06	01-03-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	5,250.36	
07	01-03-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	22.80	
08	01-03-62-6230	PROFESSIONAL SERVICES	GFOA	151028	CAFR APPL FEE FY 2014-15	435.00	
09	01-06-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	5,744.72	
10	01-06-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	28.50	
11	01-07-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	21,824.18	
12	01-07-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	182.40	
13	01-09-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	21,666.32	
14	01-09-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	108.30	
15	01-09-60-6020	TRAINING & MEMBERSHIP	MAB7010	151112	TRG SEMINAR/GAY;SIBLE;CRAMER	75.00	
16	01-11-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	8,046.06	
17	01-11-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	68.40	
18	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	USP	151026	PERMIT #34/MAIL VILLAGE SPKSMN	1,100.00	
19	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		96,416.60

<b>ETSB FUND</b>							
20	24-00-60-6010	HEALTH INS.-CONSOLIDATED DISP	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	1,312.59	
21	24-00-60-6010	HEALTH INS.-CONSOLIDATED DISP	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	5.70	
22	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		1,318.29

<b>WATER FUND</b>							
23	50-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	13,620.25	
24	50-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	62.70	
25	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		13,682.95

<b>PARKING FUND</b>							
26	51-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	2,301.33	
27	51-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	17.10	
28	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,318.43

EQUIPMENT REPLACEMENT FUND

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
<b>EQUIPMENT REPLACEMENT FUND</b>							
29	60-00-66-6614	EQUIP REPLACEMT-POLICE	CUR9423	E3964	2016 FORD EXPLORER/#525	25,310.00	
30	60-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		25,310.00
<b>SEWER FUND</b>							
31	80-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/11	NOV EMPLOYEE HEALTH INS PREM	1,312.59	
32	80-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/11	NOV EMPLOYEE LIFE INS PREMIUM	11.40	
33	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		1,323.99
<b>INTERFUND SUMMARY</b>							
34	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFSET	1,318.29	
35	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFSET	13,682.95	
36	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFSET	2,318.43	
37	01-00-20-2060	DUE T/F EQUIPMENT REPLACEMENT			ACCTS PAYABLE INTERFUND OFFSET	25,310.00	
38	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFSET	1,323.99	
39	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFSET		43,953.66
<b>TOTALS:</b>						184,323.92	184,323.92

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134260	ACC628	ACCURATE VALET						
	120005	10/20/15	01	VALET SVCS 10/9,10 & 10/16,17	01-06-62-6239		1,464.00	
						INVOICE TOTAL:	1,464.00 *	
	120006	11/01/15	01	VALET SVCS 10/23,24 & 10/30,31	01-06-62-6239		1,440.00	
						INVOICE TOTAL:	1,440.00 *	
						CHECK TOTAL:	2,904.00	
134261	ADV9510	ADVANTAGE CHEVROLET						
	565231	10/28/15	01	RADIATOR SERVICE/#523	01-07-62-6220		157.72	
						INVOICE TOTAL:	157.72 *	
						CHECK TOTAL:	157.72	
134262	AIR8025	AIRGAS NORTH CENTRAL						
	9044309787	10/09/15	01	WHL DPRSD CENTER/SHOP	01-11-62-6220		27.48	
						INVOICE TOTAL:	27.48 *	
	9044447987	10/14/15	01	ACETYLENE;O2;LG CYLINDERS/SHOP	01-11-62-6220		368.63	
						INVOICE TOTAL:	368.63 *	
						CHECK TOTAL:	396.11	
134263	ALL897	ALLY INC						
	13356	10/17/15	01	NOV CUSTODIAL SERVICE:DECK	51-00-62-6280		325.00	
						INVOICE TOTAL:	325.00 *	
	13357	10/17/15	01	NOV CUSTODIAL SERVICE:PD	01-10-62-6221		1,475.26	
						INVOICE TOTAL:	1,475.26 *	
	13361	10/17/15	01	NOV CUSTODIAL SERVICE:DPW	01-10-62-6221		395.00	
						INVOICE TOTAL:	395.00 *	

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134263	ALL897	ALLY INC						
	13362	10/17/15	01	NOV CUSTODIAL SERVICE:VH	01-10-62-6221		1,644.69	
						INVOICE TOTAL:	1,644.69 *	
	13363	10/19/15	01	STRIP & WAX FLOOR/STONE STN	01-10-62-6223		495.00	
						INVOICE TOTAL:	495.00 *	
	13364	10/19/15	01	STRIP & FINISH FLOOR/LG TRAIN	51-00-62-6225		720.00	
						INVOICE TOTAL:	720.00 *	
						CHECK TOTAL:	5,054.95	
134264	ALP417	ALBERT C SCHNELL DBA						
	77715	10/26/15	01	VILLAGE SPOKESMAN NOV-DEC	01-12-68-6860		1,174.75	
						INVOICE TOTAL:	1,174.75 *	
						CHECK TOTAL:	1,174.75	
134265	AM8623	A & M PARTS INC						
	356417	10/22/15	01	HYDRAULIC FILTER/TRACTOR 1	50-00-62-6220		30.61	
						INVOICE TOTAL:	30.61 *	
	528274	08/31/15	01	STEERING DAMPER/#29	01-11-62-6220		34.22	
						INVOICE TOTAL:	34.22 *	
	531855	09/21/15	01	2 SWIVELS/HOSE LINES SHOP	01-11-62-6220		153.51	
						INVOICE TOTAL:	153.51 *	
	531981	09/22/15	01	RETURNED SWIVEL	01-11-62-6220		-69.20	
						INVOICE TOTAL:	-69.20 *	
	537432	10/22/15	01	10W30 OIL/#74	50-00-61-6102		41.88	
						INVOICE TOTAL:	41.88 *	

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134265	AM8623	A & M PARTS INC					
	538059	10/27/15	01	BULBS FOR LIGHTBARS/1113;1115	01-09-62-6220		106.56
						INVOICE TOTAL:	106.56 *
						CHECK TOTAL:	297.58
134266	AMA800	AMALGAMATED BANK OF CHICAGO					
	151021-01	10/21/15	01	SERIES 2012A GO ALT REV BONDS	50-00-67-6700		90,000.00
			02	SERIES 2012A GO ALT REV BONDS	50-00-67-6701		21,265.00
						INVOICE TOTAL:	111,265.00 *
	151021-02	10/21/15	01	G.O. ARS SERIES 2015/SEWER IMP	80-00-67-6701		21,209.91
			02	G.O. ARS SERIES 2015/SEWER IMP	90-00-67-6713		84,839.63
						INVOICE TOTAL:	106,049.54 *
						CHECK TOTAL:	217,314.54
134267	ARA2525	ARAMARK UNIFORM SERVICES					
	2080273643	10/23/15	01	MATS	01-10-62-6221		33.83
						INVOICE TOTAL:	33.83 *
	2080273644	10/23/15	01	MAT & MOP SERVICE	01-09-61-6100		30.39
						INVOICE TOTAL:	30.39 *
	2080273781	10/23/15	01	10/23/15 UNIFORM SVCS	01-11-60-6021		62.32
			02	10/23/15 UNIFORM SVCS	50-00-60-6021		40.24
			03	10/23/15 UNIFORM SVCS	80-00-60-6021		10.06
			04	FLOOR MATS/TRAIN STATION	51-00-62-6225		13.76
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		6.88
						INVOICE TOTAL:	133.26 *
	2080286378	10/30/15	01	10/30/15 UNIFORM SERVICE	01-11-60-6021		64.10
			02	10/30/15 UNIFORM SERVICE	50-00-60-6021		41.95

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134267	ARA2525	ARAMARK UNIFORM SERVICES					
	2080286378	10/30/15	03	10/30/15 UNIFORM SERVICE	80-00-60-6021		10.49
						INVOICE TOTAL:	116.54 *
						CHECK TOTAL:	314.02
134268	ATT	A T & T					
	15/708352193310	10/16/15	01	OCT MODEM LINE 352-1933/PD	01-07-62-6210		90.95
						INVOICE TOTAL:	90.95 *
						CHECK TOTAL:	90.95
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134269	ATT	A T & T					
	15/708352212110	10/16/15	01	OCT EMERGENCY LINE 352-2121/FD	01-09-62-6210		215.30
						INVOICE TOTAL:	215.30 *
						CHECK TOTAL:	215.30
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134270	ATT	A T & T					
	15/708352213110	10/16/15	01	OCT EMERGENCY LINE 352-2131/PD	01-07-62-6210		340.81
						INVOICE TOTAL:	340.81 *
						CHECK TOTAL:	340.81
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134271	ATT	A T & T					
	15/708354156610	10/22/15	01	OCT OFFICE LINE 354-1566	01-09-62-6210		111.62
						INVOICE TOTAL:	111.62 *
						CHECK TOTAL:	111.62
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134272	ATT 15/708Z14012410	A T & T 10/16/15	01	OCT TELEMETRY LINE Z140124/WTR	50-00-62-6210		96.65
						INVOICE TOTAL:	96.65 *
					CHECK TOTAL:		96.65
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134273	ATT 15/708Z45003710	A T & T 10/16/15	01	OCT ALARM LINE 708-Z45-0037	01-11-62-6210		133.02
			02	OCT ALARM LINE 708-Z45-0037	80-00-62-6210		133.01
						INVOICE TOTAL:	266.03 *
					CHECK TOTAL:		266.03
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134274	ATT 15/708Z45008710	A T & T 10/16/15	01	OCT ALARM LINE Z450087/ADM	01-02-62-6210		133.02
			02	OCT ALARM LINE Z450087/FIN	01-03-62-6210		133.01
						INVOICE TOTAL:	266.03 *
					CHECK TOTAL:		266.03
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134275	ATT 15/708Z45027010	A T & T 10/16/15	01	OCT ALARM LINE Z450270/CLK ADM	01-02-62-6210		266.04
			02	OCT ALARM LINE Z450270/COM DEV	01-06-62-6210		266.03
						INVOICE TOTAL:	532.07 *
					CHECK TOTAL:		532.07
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134276	ATT	A T & T					

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134276	ATT 15/708Z45520210	A T & T 10/16/15	01	OCT ALARM LINE Z455202/WTR	50-00-62-6210		532.07
						INVOICE TOTAL:	532.07 *
					CHECK TOTAL:		532.07
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134277	ATT911 15/773RO6237210	A T & T 10/16/15	01	OCT E911 WIRELESS:773-RO6-2372	24-00-62-6210		102.41
						INVOICE TOTAL:	102.41 *
					CHECK TOTAL:		102.41
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134278	BAN24 151029	CHRISTINE BANKS 11/03/15	01	2015 THREE PEAT POSTER	01-06-62-6239		100.00
						INVOICE TOTAL:	100.00 *
	151029-02	10/29/15	01	HALLOWEEN WALK DESIGN PKG	01-06-62-6239		300.00
						INVOICE TOTAL:	300.00 *
					CHECK TOTAL:		400.00
134279	BAUM 151014	JAMES BAUM 10/14/15	01	5 YR EMPLOYEE SERVICE AWARD	01-19-68-6860		50.00
						INVOICE TOTAL:	50.00 *
					CHECK TOTAL:		50.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134280	BAX6192 0182441	BAXTER & WOODMAN 09/29/15	01	COSSITT AVE RECONSTRUCTION	40-00-66-6648		5,123.48
						INVOICE TOTAL:	5,123.48 *

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134280	BAX6192	BAXTER & WOODMAN						
	0182691	10/22/15	01	COSSITT AVE RECONSTRUCTION	40-00-66-6648		2,856.44	
						INVOICE TOTAL:	2,856.44 *	
	0182692	10/22/15	01	EAST AVE PUMP STN CONSTR ENG	50-00-66-6691		12,384.35	
						INVOICE TOTAL:	12,384.35 *	
	0182695	10/22/15	01	UPTOWN LG SITE IMPROVEMENTS	40-00-68-6862		1,364.04	
						INVOICE TOTAL:	1,364.04 *	
	0182696	10/22/15	01	50TH ST STORM SEWER DESIGN ENG	40-00-66-6611		50,482.98	
						INVOICE TOTAL:	50,482.98 *	
	0182697	10/22/15	01	PHASE 1 INTERSECTION IMPR	40-00-66-6644		1,336.86	
						INVOICE TOTAL:	1,336.86 *	
						CHECK TOTAL:	73,548.15	
134281	BLO855	A BLOCK MARKETING						
	65181	10/14/15	01	WOOD CHIPS/TREES	01-11-62-6259		200.00	
						INVOICE TOTAL:	200.00 *	
						CHECK TOTAL:	200.00	
134282	BOL3045	BOLLER CONSTRUCTION CO, INC						
	3	10/26/15	01	EAST AVE PUMP STATION CONSTR	50-00-66-6691		129,190.05	
						INVOICE TOTAL:	129,190.05 *	
						CHECK TOTAL:	129,190.05	
134283	BRO8091	BROOK ELECTRICAL DISTRIBUTION						
	4745276	10/19/15	01	MH LAMPS;MH BAL;ETC	01-11-62-6223		889.92	
						INVOICE TOTAL:	889.92 *	
						CHECK TOTAL:	889.92	

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134284	CAN1500	CANON BUSINESS SOLUTIONS-CNTRL						
	4017294534	10/16/15	01	AUG COPIER MTC	01-02-62-6220		107.22	
			02	AUG COPIER MTC	01-03-62-6220		53.61	
			03	AUG COPIER MTC	01-06-62-6220		53.61	
						INVOICE TOTAL:	214.44 *	
	4017294555	10/16/15	01	SEPT COPIER MTC	01-02-62-6220		107.22	
			02	SEPT COPIER MTC	01-03-62-6220		53.61	
			03	SEPT COPIER MTC	01-06-62-6220		53.61	
			04	SEPT COLOR COPIES	01-02-62-6220		189.32	
			05	SEPT COLOR COPIES	01-03-62-6220		10.23	
			06	SEPT COLOR COPIES	01-06-62-6220		159.64	
						INVOICE TOTAL:	573.63 *	
	4017294645	10/16/15	01	OCT COPIER MTC	01-02-62-6220		107.22	
			02	OCT COPIER MTC	01-03-62-6220		53.61	
			03	OCT COPIER MTC	01-06-62-6220		53.61	
						*** VOID---LEADER CHECK ***		
134285	CAN1500	CANON BUSINESS SOLUTIONS-CNTRL						
			04	OCT COLOR COPIES	01-03-62-6220		331.59	
			05	OCT COLOR COPIES	01-06-62-6220		16.31	
						INVOICE TOTAL:	562.34 *	
						CHECK TOTAL:	1,350.41	
134286	CHI9851	CHICAGO BADGE & INSIGNIA CO						
	13864	10/19/15	01	BADGE/MCDERMOTT	01-07-60-6021		66.09	
						INVOICE TOTAL:	66.09 *	
						CHECK TOTAL:	66.09	
134287	COM3001	COMCAST CABLE						

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134287	COM3001	COMCAST CABLE					
	15/11	10/25/15	01	NOV MODEM/GARAGE	51-00-62-6280		102.85
						INVOICE TOTAL:	102.85 *
						CHECK TOTAL:	102.85
134288	COM3002	COMCAST CABLE					
	150909	09/09/15	01	CABLE SERVICE/FD	22-00-66-6600		99.10
						INVOICE TOTAL:	99.10 *
	151009	10/09/15	01	CABLE SERVICE/FD	22-00-66-6600		99.10
						INVOICE TOTAL:	99.10 *
						CHECK TOTAL:	198.20
134289	COM6111	COM ED					
	15/10W	10/16/15	01	OCT PUMPING	50-00-62-6211		47.66
						INVOICE TOTAL:	47.66 *
	151019SL	10/19/15	01	OCT STREET LIGHTS	01-11-62-6211		168.13
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		62.19
						INVOICE TOTAL:	230.32 *
						CHECK TOTAL:	277.98
134290	COMSTOCK	KEVIN COMSTOCK					
	151026	10/26/15	01	REIMBURSE HOLSTER;CASE;ETC	01-07-60-6021		288.74
						INVOICE TOTAL:	288.74 *
						CHECK TOTAL:	288.74
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134291	DMJ603	D M J AUTOMOTIVE					

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134291	DMJ603	D M J AUTOMOTIVE					
	3094	10/23/15	01	OIL CHANGE/CO 1101	01-09-62-6220		110.99
						INVOICE TOTAL:	110.99 *
						CHECK TOTAL:	110.99
134292	DYN2767	DYNEGY ENERGY SERVICES					
	147021615101	10/19/15	01	OCT PUMPING	50-00-62-6211		2,808.68
						INVOICE TOTAL:	2,808.68 *
	147021715101	10/28/15	01	OCT PUMPING	50-00-62-6211		93.25
						INVOICE TOTAL:	93.25 *
	149410115101	10/20/15	01	OCT STREET LIGHTS	01-11-62-6211		686.56
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		253.93
						INVOICE TOTAL:	940.49 *
	149410215101	10/21/15	01	OCT STREET LIGHTS	01-11-62-6211		100.77
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		37.27
						INVOICE TOTAL:	138.04 *
	149410315101	10/20/15	01	OCT STREET LIGHTS	01-11-62-6211		268.83
			02	OCT PARKING LOT LIGHTS	51-00-62-6211		99.43
						INVOICE TOTAL:	368.26 *
	149410415101	10/19/15	02	OCT STREET LIGHTS	01-11-62-6211		19.52
				*** VOID---LEADER CHECK ***			
134293	DYN2767	DYNEGY ENERGY SERVICES					
			03	OCT PARKING LOT LIGHTS	51-00-62-6211		7.22
						INVOICE TOTAL:	26.74 *
						CHECK TOTAL:	4,375.46

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134294	EAG4732	THE EAGLE UNIFORM COMPANY, INC						
	240947	10/15/15	01	CASES;ALTERATIONS/ODOM	01-07-60-6021		62.00	
						INVOICE TOTAL:	62.00 *	
						CHECK TOTAL:	62.00	
134295	FIR/CD	FIRST NATIONAL BANK/LA GRANGE						
	151103	11/03/15	01	IEHA CONFERENCE EXPENSES	01-06-60-6020		252.64	
						INVOICE TOTAL:	252.64 *	
						CHECK TOTAL:	252.64	
134296	FIR/DPW	FIRST NATL BANK OF LA GRANGE						
	P11510270708	10/27/15	01	BNSF CONTRACTOR COURSE	01-11-60-6020		195.00	
			02	BNSF CONTRACTOR COURSE	50-00-60-6020		105.00	
			03	BNSF CONTRACTOR COURSE	80-00-60-6020		30.00	
						INVOICE TOTAL:	330.00 *	
						CHECK TOTAL:	330.00	
134297	FIR/FD	FIRST NATIONAL BANK/LA GRANGE						
	151030	10/30/15	01	GIFT CARD/OPEN HOUSE VOLUNTEER	01-09-62-6250		53.75	
						INVOICE TOTAL:	53.75 *	
	2303	10/23/15	01	GIFTS/OPEN HOUSE VOLUNTEERS	01-09-62-6250		176.26	
						INVOICE TOTAL:	176.26 *	
						CHECK TOTAL:	230.01	
134298	FIR/PD	FIRST NATIONAL BANK/LA GRANGE						
	151030	10/30/15	01	PAPER BAGS	01-07-61-6100		98.76	

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134298	FIR/PD	FIRST NATIONAL BANK/LA GRANGE						
	151030	10/30/15	02	INTEREST	01-07-61-6100		10.26	
						INVOICE TOTAL:	109.02 *	
						CHECK TOTAL:	109.02	
134299	FIR4037	FIRESTONE						
	236928	10/21/15	01	2 NEW TIRES/#524	01-07-62-6220		274.10	
						INVOICE TOTAL:	274.10 *	
	236950	10/22/15	01	FRONT BRAKES/#516	51-00-62-6220		352.97	
						INVOICE TOTAL:	352.97 *	
						CHECK TOTAL:	627.07	
134300	FLE649	FLEET SAFETY SUPPLY						
	64153	10/26/15	01	REPL BATTERIES	01-09-62-6253		172.52	
						INVOICE TOTAL:	172.52 *	
						CHECK TOTAL:	172.52	
134301	FRE8445	FREEWAY FORD & TRUCK SALES INC						
	118730	09/08/15	01	FUEL TANK/#29	01-11-62-6220		1,124.35	
						INVOICE TOTAL:	1,124.35 *	
						CHECK TOTAL:	1,124.35	
134302	FUL39	FULL LINE FASTENERS INC						
	65708	10/22/15	01	HEX;WAX;WASHERS;ETC	50-00-62-6220		49.80	
						INVOICE TOTAL:	49.80 *	
						CHECK TOTAL:	49.80	

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134303	GEN5228 084314	GENCAR INC 10/02/15	01	RATCHET/SL	01-11-62-6223		63.00 63.00 *
	184344	10/02/15	01	CABLE TIES/#66	50-00-62-6220		4.99 4.99 *
					CHECK TOTAL:		67.99
134304	GRA1243 981572917	GRAYBAR ELECTRIC CO INC 10/15/15	01	BOXES W/NO BASE;STACK. BOX	01-11-62-6223		489.66 489.66 *
					CHECK TOTAL:		489.66
134305	HAN1562 5526621	HANSON MATERIAL SERVICE 10/09/15	01	2 LOADS BACKFILL/WATER	50-00-62-6220		710.25 710.25 *
					CHECK TOTAL:		710.25
134306	HAV5501 430103	HAVOLINE XPRESS LUBE 10/25/15	01	OIL CHANGE/#522	01-07-62-6220		33.21 33.21 *
					CHECK TOTAL:		33.21
134307	HDS2833 663726	HD SUPPLY WATERWORKS 10/20/15	01	2 1.5" OMNI METERS;FLANGES	50-00-66-6692		2,070.00 2,070.00 *
	663758	10/20/15	01	RED DYE TABLETS/#66	50-00-62-6220		365.25 365.25 *
					CHECK TOTAL:		2,435.25

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134308	HEA6132 11910	HEARTLAND RECYCLING 10/15/15	01	STREET SWEEPINGS	01-11-62-6263		1,388.61 1,388.61 *
					CHECK TOTAL:		1,388.61
134309	HEU2315 15-122	HEUER & ASSOCIATES 10/14/15	01	PLAN REV@MEADOWBROOK MANOR	01-00-35-3511		401.98 401.98 *
	15-132	10/26/15	01	LG MISC	01-06-62-6230		401.98 401.98 *
	15-133	10/26/15	01	PLAN REV@340 S BRAINARD	01-00-35-3511		849.77 849.77 *
	15-134	10/26/15	01	PLAN REV@105 N BASSFORD	01-00-35-3511		1,304.15 1,304.15 *
					CHECK TOTAL:		2,957.88
134310	HIN22 151015	HINSDALE HUMANE SOCIETY 10/15/15	01	JUN-SEP STRAYS	01-07-62-6240		290.00 290.00 *
					CHECK TOTAL:		290.00
134311	HOM1831 1010158	HOME DEPOT CREDIT SERVICES 09/30/15	01	2" BRUSHES;GORILLA TAPE	01-11-62-6220		18.18 18.18 *
					CHECK TOTAL:		18.18

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134312	HOR60	HORTON'S OF LA GRANGE						
	172909	10/16/15	01	HOSE ADAPT THREAD SEAL/VH	01-10-62-6220		6.62	
						INVOICE TOTAL:	6.62 *	
	172939	10/20/15	01	PHONE CARD	01-06-61-6100		6.39	
						INVOICE TOTAL:	6.39 *	
	172940	10/20/15	01	GALV NIPPLES/VH	01-10-62-6220		8.49	
						INVOICE TOTAL:	8.49 *	
	172980	10/23/15	01	40' EXT CORDS/XMAS	01-10-62-6222		19.18	
						INVOICE TOTAL:	19.18 *	
	172982	10/23/15	01	SHORELINE FOR 1115 REPAIR	01-09-61-6100		11.99	
						INVOICE TOTAL:	11.99 *	
	173044	10/28/15	01	DRILL BIT	01-09-61-6100		3.59	
						INVOICE TOTAL:	3.59 *	
						CHECK TOTAL:	56.26	
134313	ILL5691	ILLCO WHOLESALE DISTRIBUTORS						
	2381488	10/12/15	01	MAPP/PRO TORCH/SL	01-11-62-6223		88.50	
						INVOICE TOTAL:	88.50 *	
						CHECK TOTAL:	88.50	
134314	IO1127	INDUSTRIAL/ORGANIZATIONAL						
	C35426A	11/02/15	01	BOFPC-EF PSYCH EXAM	01-12-62-6272		485.00	
						INVOICE TOTAL:	485.00 *	
						CHECK TOTAL:	485.00	
134315	IPELRA	IPELRA						

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134315	IPELRA	IPELRA						
	151028	10/28/15	01	SEMINAR 12/10/15:PETERSON	01-12-60-6020		55.00	
						INVOICE TOTAL:	55.00 *	
						CHECK TOTAL:	55.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
134316	IPPPFA	ILLINOIS PUBLIC PENSION FUND						
	151022	10/22/15	01	ANNUAL MEMBERSHIP DUES	70-00-68-6899		795.00	
						INVOICE TOTAL:	795.00 *	
						CHECK TOTAL:	795.00	
134317	IPSAN	IL PUBLIC SAFETY AGENCY NETWRK						
	40775	10/30/15	01	ALERTS & BULLET BILLING	24-00-62-6210		3,018.00	
						INVOICE TOTAL:	3,018.00 *	
						CHECK TOTAL:	3,018.00	
134318	ITOA	ITOA						
	3245	10/23/15	01	11/22/15 CONFERENCE FEE:BERG	01-07-60-6020		295.00	
						INVOICE TOTAL:	295.00 *	
						CHECK TOTAL:	295.00	
134319	KEN9575	KENIG, LINDGREN, O'HARA, ABOONA						
	21751	10/09/15	01	OGDEN AVE SITE DEVELP ORD #26	40-00-66-6644		135.66	
						INVOICE TOTAL:	135.66 *	
	21752	10/09/15	01	LTHS NO CAMPUS PAVEMT STRIPING	40-00-68-6862		2,838.03	
						INVOICE TOTAL:	2,838.03 *	

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134319	KEN9575	KENIG, LINDGREN, O'HARA, ABOONA					
	21785	10/13/15	01	LTHS NO CAMPUS TRAFFIC COUNTS	40-00-68-6862		1,863.61
						INVOICE TOTAL:	1,863.61 *
						CHECK TOTAL:	4,837.30
134320	LAM1900	A LAMP CONCRETE CONTRACTORS					
	15196	10/22/15	01	FY15-16 NEIGHBORHD STR RESURFA	40-00-66-6698		234,085.78
						INVOICE TOTAL:	234,085.78 *
						CHECK TOTAL:	234,085.78
134321	LG	VILLAGE OF LA GRANGE					
	151028BG	10/28/15	01	20284000:53 S LG RD/WTR	01-10-62-6212		792.82
			02	21477500:320 EAST AVE/WTR	01-10-62-6212		16.45
			03	21478000:320 EAST AVE/WTR	01-10-62-6212		82.88
			04	21478200:320 EAST AVE/WTR	01-10-62-6212		536.95
			05	30495000:300 W BURLINGTON/WTR	01-10-62-6212		191.40
			06	21001502:PARKING GARAGE/WTR	01-10-62-6212		760.64
						INVOICE TOTAL:	2,381.14 *
	151028MS	10/28/15	01	21000500:METRA STATION/WTR	51-00-62-6225		18.95
						INVOICE TOTAL:	18.95 *
						CHECK TOTAL:	2,400.09
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134322	LGP447	VILLAGE OF LA GRANGE PARK					
	151020	10/20/15	01	AIR QUALITY TEST;COMPR MTC	01-09-62-6220		67.50
						INVOICE TOTAL:	67.50 *
						CHECK TOTAL:	67.50

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134323	MCC5609	MC CANN INDUSTRIES, INC					
	07198473	10/22/15	01	PRIMARY FUEL FILTER/TRACT 1	50-00-62-6220		35.69
						INVOICE TOTAL:	35.69 *
						CHECK TOTAL:	35.69
134324	MCM7690	MC MASTER-CARR SUPPLY CO					
	41226510	10/13/15	01	8 LB SLEDGE HAMMER/LOCATING	01-11-61-6100		34.36
						INVOICE TOTAL:	34.36 *
	41700864	10/20/15	01	32" CABLE TIES/XMAS	01-10-62-6222		246.72
						INVOICE TOTAL:	246.72 *
	41931571	10/22/15	01	FLASH ARC POTECTIVE CLOTHING	01-11-60-6021		203.44
						INVOICE TOTAL:	203.44 *
	41931943	10/22/15	01	HEAT RESIST HARD HAT/JC	01-11-60-6021		62.72
						INVOICE TOTAL:	62.72 *
						CHECK TOTAL:	547.24
134325	MIN500	MINER ELECTRONICS CORP					
	258274	10/14/15	01	REMOVE/RENEW WIDEBAND	24-00-62-6220		140.00
						INVOICE TOTAL:	140.00 *
	258416	10/15/15	01	CK CONTROL BAND;REP RADIO	24-00-62-6220		190.00
						INVOICE TOTAL:	190.00 *
	258608	10/27/15	01	STROBE LIGHTS/#514	51-00-62-6220		95.00
						INVOICE TOTAL:	95.00 *
	258610	10/23/15	01	ANTENNA ISSUE/#522	01-07-62-6220		95.00
						INVOICE TOTAL:	95.00 *

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134325	MIN500	MINER ELECTRONICS CORP						
	258612	10/23/15	01	MDT CONSOLE TILT KNOB/#524	01-07-62-6220		47.50	
						INVOICE TOTAL:	47.50 *	
						CHECK TOTAL:	567.50	
134326	MUN7330	MUNICIPAL SYSTEMS, INC						
	11515	10/07/15	01	SEPT	27-00-68-6899		650.00	
						INVOICE TOTAL:	650.00 *	
						CHECK TOTAL:	650.00	
134327	NAT188	NATURALAWN						
	161165	10/12/15	01	FERTILIZER;WEED CONTROL/VH	01-10-62-6222		97.50	
						INVOICE TOTAL:	97.50 *	
						CHECK TOTAL:	97.50	
134328	NEO2588	NEOPOST USA INC						
	53378388	10/27/15	01	ANNUAL POSTAGE METER FEE	01-03-61-6101		806.37	
						INVOICE TOTAL:	806.37 *	
						CHECK TOTAL:	806.37	
134329	NIC5407	NICOR GAS						
	151020	10/20/15	01	OCT GAS CHARGES/TRAIN STN	51-00-62-6225		103.90	
						INVOICE TOTAL:	103.90 *	
						CHECK TOTAL:	103.90	
134330	NOR355	NORTH EAST MULTI-REGIONAL						

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
134330	NOR355	NORTH EAST MULTI-REGIONAL						
	200254	10/15/15	01	EFFECTS OF TRAUMA/FULLA	01-07-60-6020		75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:	75.00	
134331	NPELRA	NPELRA						
	27910PETERSON	11/02/15	01	2016 MEMBERSHIP DUES/AVM	01-12-60-6020		205.00	
						INVOICE TOTAL:	205.00 *	
						CHECK TOTAL:	205.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
134332	OHE1070	RAY O'HERRON CO., INC						
	1555752	10/08/15	01	VEST/NEMECEK	01-07-60-6021		874.27	
						INVOICE TOTAL:	874.27 *	
	1557800	10/19/15	01	VEST/HEREDIA	01-07-60-6021		874.04	
						INVOICE TOTAL:	874.04 *	
						CHECK TOTAL:	1,748.31	
134333	PE4016	P & E POWERWASH						
	35296	10/25/15	01	WINDOW CLEANING/TRAIN STN	51-00-62-6225		74.00	
						INVOICE TOTAL:	74.00 *	
	35297	10/25/15	01	WINDOW CLEANING/BUS DEPOTS	01-10-62-6222		40.00	
						INVOICE TOTAL:	40.00 *	
						CHECK TOTAL:	114.00	
134334	POM1630	POMP'S TIRE SERVICE, INC						

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134334	POM1630	POMP'S TIRE SERVICE, INC					
	470030994	10/21/15	01	TR15 TUBE MOUNT-DISMOUNT/TRACT	50-00-62-6220		46.59
						INVOICE TOTAL:	46.59 *
						CHECK TOTAL:	46.59
134335	PRI9433	PRIORITY PRINT					
	20151726	10/16/15	01	150 20LB ATTENDANCE RECORDS	01-03-61-6101		158.00
						INVOICE TOTAL:	158.00 *
						CHECK TOTAL:	158.00
134336	QUA2080	QUARRY MATERIALS INC					
	56020	10/13/15	01	SURFACE;BINDER	50-00-62-6220		290.00
						INVOICE TOTAL:	290.00 *
	56039	10/14/15	01	SURFACE;BINDER;PRIMER	50-00-62-6220		388.22
						INVOICE TOTAL:	388.22 *
	56070	10/15/15	01	SURFACE;BINDER	50-00-62-6220		104.00
						INVOICE TOTAL:	104.00 *
	56092	10/16/15	01	SURFACE;BINDER;PRIMER	50-00-62-6220		280.00
						INVOICE TOTAL:	280.00 *
	56129	10/19/15	01	SURFACE;BINDER;PRIMER	50-00-62-6220		280.00
						INVOICE TOTAL:	280.00 *
						CHECK TOTAL:	1,342.22
134337	RED1000	RED WING SHOE STORE					
	1230000009747	10/19/15	01	SAFETY BOOTS/SELVIK	01-09-60-6020		243.23
						INVOICE TOTAL:	243.23 *
						CHECK TOTAL:	243.23

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134338	REL2252	RELIABLE MATERIALS					
	191130	10/15/15	01	1 LOAD DIRT/CLAY DUMPING	50-00-62-6220		102.00
						INVOICE TOTAL:	102.00 *
	191246	10/16/15	01	6 LOADS DIRT/CLAY DUMPING	50-00-62-6220		714.00
						INVOICE TOTAL:	714.00 *
						CHECK TOTAL:	816.00
134339	RYA1727	NJ RYAN TREE & LANDSCAPE					
	1111	10/27/15	01	REMOVE 6 PKWY TREES/LIST #6	01-11-62-6259		1,296.56
						INVOICE TOTAL:	1,296.56 *
						CHECK TOTAL:	1,296.56
134340	SAF3820	SAFETY KLEEN					
	68429852	10/15/15	01	USED OIL DISPOSAL	01-11-61-6102		80.00
						INVOICE TOTAL:	80.00 *
						CHECK TOTAL:	80.00
134341	SEC	SECRETARY OF STATE, ILLINOIS					
	151103	11/03/15	01	TITLE;TRANSFER/2016 FORD EXPLR	60-00-66-6614		120.00
						INVOICE TOTAL:	120.00 *
						CHECK TOTAL:	120.00
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***	
134342	SEY3807	SEYFORTH SHAW LLP					
	2510081-013586	10/19/15	01	LEGAL SVCS THROUGH 10/14/15	01-04-62-6238		2,300.00
						INVOICE TOTAL:	2,300.00 *
						CHECK TOTAL:	2,300.00

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134343	SHA250	SHAW MEDIA					
	1114826	09/30/15	01	LGL NTC:TREASURERS REPORT	01-03-61-6101		940.00
						INVOICE TOTAL:	940.00 *
	1123676	10/19/15	01	ADV: BID NTC FRONT END LOADER	01-11-61-6101		120.60
						INVOICE TOTAL:	120.60 *
	1126011	10/26/15	01	LGL NTC:ZBA CASE #611	01-12-62-6271		104.76
						INVOICE TOTAL:	104.76 *
						CHECK TOTAL:	1,165.36
134344	STA6520	STANDARD EQUIPMENT COMPANY					
	07531	10/20/15	01	GLASS PANEL BULB SEAL/313	80-00-62-6220		253.76
			02	GLASS PANEL BULB SEAL/313	01-11-62-6220		253.76
						INVOICE TOTAL:	507.52 *
						CHECK TOTAL:	507.52
134345	STA8368	STAPLES ADVANTAGE					
	8036465941	10/13/15	01	MISC OFFICE SUPPLIES	01-07-61-6100		141.92
						INVOICE TOTAL:	141.92 *
	8036554165	10/24/15	01	MISC OFFICE SUPPLIES	01-02-61-6100		124.87
			02	MISC OFFICE SUPPLIES	01-03-61-6100		29.93
			03	MISC OFFICE SUPPLIES	01-06-61-6100		39.65
						INVOICE TOTAL:	194.45 *
						CHECK TOTAL:	336.37
134346	STR1157	STRAUGHN FARM INC					
	1095	04/10/15	01	PULV SOIL/STUMPS	01-11-62-6259		370.00
						INVOICE TOTAL:	370.00 *
						CHECK TOTAL:	370.00

INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134347	SUB250	SUBURBAN LIFE MEDIA					
	151103	11/03/15	01	1 YR SUBSCRIPTION RENEWAL	01-06-60-6020		38.00
						INVOICE TOTAL:	38.00 *
						CHECK TOTAL:	38.00
134348	THI4170	DAN THIESSE					
	151103	11/03/15	01	13 PLUMBING INSPECTIONS	01-06-62-6229		461.50
						INVOICE TOTAL:	461.50 *
						CHECK TOTAL:	461.50
134349	THORNTON	CHRIS THORNTON					
	151103	11/03/15	01	REFUND CASH BOND:534 BLACKSTON	01-00-35-3500		3,000.00
						INVOICE TOTAL:	3,000.00 *
						CHECK TOTAL:	3,000.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134350	TRUSNER	L CURT TRUSNER					
	151103	11/03/15	01	REIMBURSE IEHA EXPENSES	01-06-60-6020		168.08
						INVOICE TOTAL:	168.08 *
						CHECK TOTAL:	168.08
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
134351	TYC3719	TYCO INTEGRATED SECURITY					
	25198975	10/10/15	01	MONTHLY ALARM FEE/VH	01-10-62-6220		375.14
						INVOICE TOTAL:	375.14 *
						CHECK TOTAL:	375.14

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INVOICES DUE ON/BEFORE 11/09/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
134352	URB31	THE URBAN MUTT					
	78786	10/23/15	01	FOOD	27-00-68-6899		104.38
						INVOICE TOTAL:	104.38 *
						CHECK TOTAL:	104.38
134353	VER2550	VERIZON WIRELESS					
	9753743803	10/10/15	01	OCT SQUADS	24-00-62-6210		166.87
						INVOICE TOTAL:	166.87 *
	9754171347	10/18/15	01	OCT CHIEFS CAR	24-00-62-6210		38.01
						INVOICE TOTAL:	38.01 *
						CHECK TOTAL:	204.88
134354	WIN1900	WINTER EQUIPMENT CO INC					
	027097	10/23/15	01	LFT;RT;STR CURB RUNNER GUARDS	01-11-62-6220		777.90
						INVOICE TOTAL:	777.90 *
						CHECK TOTAL:	777.90
134355	ZEE7814	ZEE MEDICAL INC					
	0100385808	10/12/15	01	SAFETY VESTS	01-11-60-6021		44.05
						INVOICE TOTAL:	44.05 *
						CHECK TOTAL:	44.05
						TOTAL AMOUNT PAID:	717,654.61

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JOURNAL DATE: 11/04/15

ACCOUNTING PERIOD: 07

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-35-3500	CUSTOMER DEPOSITS/BONDS	THORNTON	151103	REFUND CASH BOND:534 BLACKST	3,000.00	
02	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-122	PLAN REV@MEADOWBROOK MANOR	401.98	
03	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-133	PLAN REV@340 S BRAINARD	849.77	
04	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-134	PLAN REV@105 N BASSFORD	1,304.15	
05	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8036554165	MISC OFFICE SUPPLIES	124.87	
06	01-02-62-6210	TELEPHONE FEES	ATT	15/708245008710	OCT ALARM LINE Z450087/ADM	133.02	
07	01-02-62-6210	TELEPHONE FEES	ATT	15/708245027010	OCT ALARM LINE Z450270/CLK A	266.04	
08	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4017294534	AUG COPIER MTC	107.22	
09	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4017294555	SEPT COPIER MTC	107.22	
10	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4017294555	SEPT COLOR COPIES	189.32	
11	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4017294645	OCT COPIER MTC	107.22	
12	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8036554165	MISC OFFICE SUPPLIES	29.93	
13	01-03-61-6101	PRINTING, POSTAGE, & STATIONE	NEO2588	53378388	ANNUAL POSTAGE METER FEE	806.37	
14	01-03-61-6101	PRINTING, POSTAGE, & STATIONE	PR19433	20151726	150 20LB ATTENDANCE RECORDS	158.00	
15	01-03-61-6101	PRINTING, POSTAGE, & STATIONE	SHA250	1114826	LGL NTC:TREASURERS REPORT	940.00	
16	01-03-62-6210	TELEPHONE FEES	ATT	15/708245008710	OCT ALARM LINE Z450087/FIN	133.01	
17	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4017294534	AUG COPIER MTC	53.61	
18	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4017294555	SEPT COPIER MTC	53.61	
19	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4017294555	SEPT COLOR COPIES	10.23	
20	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4017294645	OCT COPIER MTC	53.61	
21	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4017294645	OCT COLOR COPIES	331.59	
22	01-04-62-6238	LEGAL-PERSONNEL	SEY3807	2510081-013586	LEGAL SVCS THROUGH 10/14/15	2,300.00	
23	01-06-60-6020	TRAINING & MEMBERSHIP	FIR/CD	151103	IEHA CONFERENCE EXPENSES	252.64	
24	01-06-60-6020	TRAINING & MEMBERSHIP	SUB250	151103	1 YR SUBSCRIPTION RENEWAL	38.00	
25	01-06-60-6020	TRAINING & MEMBERSHIP	TRUSNER	151103	REIMBURSE IEHA EXPENSES	168.08	
26	01-06-61-6100	TOOL & SUPPLIES	HOR60	172939	PHONE CARD	6.39	
27	01-06-61-6100	TOOL & SUPPLIES	STA8368	8036554165	MISC OFFICE SUPPLIES	39.65	
28	01-06-62-6210	TELEPHONE FEES	ATT	15/708245027010	OCT ALARM LINE Z450270/COM D	266.03	
29	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4017294534	AUG COPIER MTC	53.61	
30	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4017294555	SEPT COPIER MTC	53.61	
31	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4017294555	SEPT COLOR COPIES	159.64	
32	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4017294645	OCT COPIER MTC	53.61	
33	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4017294645	OCT COLOR COPIES	16.31	
34	01-06-62-6229	CONTRACTUAL PLUMBING INSP	THI4170	151103	13 PLUMBING INSPECTIONS	461.50	
35	01-06-62-6230	PROFESSIONAL SERVICES	HEU2315	15-132	LG MISC	401.98	
36	01-06-62-6239	ECONOMIC DEVELOPMENT	ACC628	120005	VALET SVCS 10/9,10 & 10/16,1	1,464.00	
37	01-06-62-6239	ECONOMIC DEVELOPMENT	ACC628	120006	VALET SVCS 10/23,24 & 10/30,	1,440.00	
38	01-06-62-6239	ECONOMIC DEVELOPMENT	BAN24	151029	2015 THREE PEAT POSTER	100.00	

JOURNAL DATE: 11/04/15

ACCOUNTING PERIOD: 07

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
39	01-06-62-6239	ECONOMIC DEVELOPMENT	BAN24	151029-02	HALLOWEEN WALK DESIGN PKG	300.00	
40	01-07-60-6020	TRAINING & MEMBERSHIP	ITOA	3245	11/22/15 CONFERENCE FEE:BERG	295.00	
41	01-07-60-6020	TRAINING & MEMBERSHIP	NOR355	200254	EFFECTS OF TRAUMA/FULLA	75.00	
42	01-07-60-6021	UNIFORMS	CHI9851	13864	BADGE/MCDERMOTT	66.09	
43	01-07-60-6021	UNIFORMS	COMSTOCK	151026	REIMBURSE HOLSTER;CASE;ETC	288.74	
44	01-07-60-6021	UNIFORMS	EAG4732	240947	CASES;ALTERATIONS/ODOM	62.00	
45	01-07-60-6021	UNIFORMS	OHE1070	1555752	VEST/NEMECEK	874.27	
46	01-07-60-6021	UNIFORMS	OHE1070	1557800	VEST/HEREDIA	874.04	
47	01-07-61-6100	TOOLS & SUPPLIES	FIR/PD	151030	PAPER BAGS	98.76	
48	01-07-61-6100	TOOLS & SUPPLIES	FIR/PD	151030	INTEREST	10.26	
49	01-07-61-6100	TOOLS & SUPPLIES	STA8368	8036465941	MISC OFFICE SUPPLIES	141.92	
50	01-07-62-6210	TELEPHONE FEES	ATT	15/708352193310	OCT MODEM LINE 352-1933/PD	90.95	
51	01-07-62-6210	TELEPHONE FEES	ATT	15/708352213110	OCT EMERGENCY LINE 352-2131/	340.81	
52	01-07-62-6220	MTCE-EQUIPMENT	ADV9510	565231	RADIATOR SERVICE/#523	157.72	
53	01-07-62-6220	MTCE-EQUIPMENT	FIR4037	236928	2 NEW TIRES/#524	274.10	
54	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	430103	OIL CHANGE/#522	33.21	
55	01-07-62-6220	MTCE-EQUIPMENT	MIN500	258610	ANTENNA ISSUE/#522	95.00	
56	01-07-62-6220	MTCE-EQUIPMENT	MINS00	258612	MDT CONSOLE TILT KNOB/#524	47.50	
57	01-07-62-6240	ANIMAL CONTROL	HIN22	151015	JUN-SEP STRAYS	290.00	
58	01-09-60-6020	TRAINING & MEMBERSHIP	RED1000	1230000009747	SAFETY BOOTS/SELVIK	243.23	
59	01-09-61-6100	TOOLS & SUPPLIES	ARA2525	2080273644	MAT & MOP SERVICE	30.39	
60	01-09-61-6100	TOOLS & SUPPLIES	HOR60	172982	SHORELINE FOR 1115 REPAIR	11.99	
61	01-09-61-6100	TOOLS & SUPPLIES	HOR60	173044	DRILL BIT	3.59	
62	01-09-62-6210	TELEPHONE FEES	ATT	15/708352212110	OCT EMERGENCY LINE 352-2121/	215.30	
63	01-09-62-6210	TELEPHONE FEES	ATT	15/708354156610	OCT OFFICE LINE 354-1566	111.62	
64	01-09-62-6220	MTCE-EQUIPMENT	AM8623	538059	BULBS FOR LIGHTBARS/1113;111	106.56	
65	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	3094	OIL CHANGE/CO 1101	110.99	
66	01-09-62-6220	MTCE-EQUIPMENT	LGP447	151020	AIR QUALITY TEST;COMPR MTC	67.50	
67	01-09-62-6250	FIRE PREVENTION	FIR/FD	151030	GIFT CARD/OPEN HOUSE VOLUNTE	53.75	
68	01-09-62-6250	FIRE PREVENTION	FIR/FD	2303	GIFTS/OPEN HOUSE VOLUNTEERS	176.26	
69	01-09-62-6253	EMERGENCY MED. SUPPLIES	FLE649	64153	REPL BATTERIES	172.52	
70	01-10-62-6212	WATER FEES	LG	151028BG	20284000:53 S LG RD/WTR	792.82	
71	01-10-62-6212	WATER FEES	LG	151028BG	21477500:320 EAST AVE/WTR	16.45	
72	01-10-62-6212	WATER FEES	LG	151028BG	21478000:320 EAST AVE/WTR	82.88	
73	01-10-62-6212	WATER FEES	LG	151028BG	21478200:320 EAST AVE/WTR	536.95	
74	01-10-62-6212	WATER FEES	LG	151028BG	30495000:300 W BURLINGTON/WT	191.40	
75	01-10-62-6212	WATER FEES	LG	151028BG	21001502:PARKING GARAGE/WTR	760.64	
76	01-10-62-6220	MTCE-EQUIPMENT	HOR60	172909	HOSE ADAPT THREAD SEAL/VH	6.62	

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VILLAGE OF LA GRANGE  
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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
77	01-10-62-6220	MTCE-EQUIPMENT	HOR60	172940	GALV NIPPLES/VH	8.49	
78	01-10-62-6220	MTCE-EQUIPMENT	TYC3719	25198975	MONTHLY ALARM FEE/VH	375.14	
79	01-10-62-6221	MTCE-BUILDING	ALL897	13357	NOV CUSTODIAL SERVICE:PD	1,475.26	
80	01-10-62-6221	MTCE-BUILDING	ALL897	13361	NOV CUSTODIAL SERVICE:DPW	395.00	
81	01-10-62-6221	MTCE-BUILDING	ALL897	13362	NOV CUSTODIAL SERVICE:VH	1,644.69	
82	01-10-62-6221	MTCE-BUILDING	ARA2525	2080273643	MATS	33.83	
83	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOR60	172980	40' EXT CORDS/XMAS	19.18	
84	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	MCM7690	41700864	32" CABLE TIES/XMAS	246.72	
85	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	NAT188	161165	FERTILIZER;WEED CONTROL/VH	97.50	
86	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	35297	WINDOW CLEANING/BUS DEPOTS	40.00	
87	01-10-62-6223	MTCE. WEST END BUS. DIST.	ALL897	13363	STRIP & WAX FLOOR/STONE STN	495.00	
88	01-11-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	P11510270708	BNSF CONTRACTOR COURSE	195.00	
89	01-11-60-6021	UNIFORMS	ARA2525	2080273781	10/23/15 UNIFORM SVCS	62.32	
90	01-11-60-6021	UNIFORMS	ARA2525	2080286378	10/30/15 UNIFORM SERVICE	64.10	
91	01-11-60-6021	UNIFORMS	MCM7690	41931571	FLASH ARC POTECTIVE CLOTHING	203.44	
92	01-11-60-6021	UNIFORMS	MCM7690	41931943	HEAT RESIST HARD HAT/JC	62.72	
93	01-11-60-6021	UNIFORMS	ZEE7814	0100385808	SAFETY VESTS	44.05	
94	01-11-61-6100	TOOLS & SUPPLIES	MCM7690	41226510	8 LB SLEDGE HAMMER/LOCATING	34.36	
95	01-11-61-6101	PRINTING, POSTAGE, & STATIONE	SHA250	1123676	ADV: BID NTC FRONT END LOADER	120.60	
96	01-11-61-6102	GAS & OIL	SAF3820	68429852	USED OIL DISPOSAL	80.00	
97	01-11-62-6210	TELEPHONE FEES	ATT	15/708Z45003710	OCT ALARM LINE 708-Z45-0037	133.02	
98	01-11-62-6211	ELECTRIC FEES	COM6111	151019SL	OCT STREET LIGHTS	168.13	
99	01-11-62-6211	ELECTRIC FEES	DYN2767	149410115101	OCT STREET LIGHTS	686.56	
100	01-11-62-6211	ELECTRIC FEES	DYN2767	149410215101	OCT STREET LIGHTS	100.77	
101	01-11-62-6211	ELECTRIC FEES	DYN2767	149410315101	OCT STREET LIGHTS	268.83	
102	01-11-62-6211	ELECTRIC FEES	DYN2767	149410415101	OCT STREET LIGHTS	19.52	
103	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9044309787	WHL DPRSD CENTER/SHOP	27.48	
104	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9044447987	ACETYLENE;O2;LG CYLINDERS/SH	368.63	
105	01-11-62-6220	MTCE-EQUIPMENT	AM8623	528274	STEERING DAMPER/#29	34.22	
106	01-11-62-6220	MTCE-EQUIPMENT	AM8623	531855	2 SWIVELS/HOSE LINES SHOP	153.51	
107	01-11-62-6220	MTCE-EQUIPMENT	AM8623	531981	RETURNED SWIVEL		69.20
108	01-11-62-6220	MTCE-EQUIPMENT	FRE8445	118730	FUEL TANK/#29	1,124.35	
109	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	1010158	2" BRUSHES;GORILLA TAPE	18.18	
110	01-11-62-6220	MTCE-EQUIPMENT	STA6520	07531	GLASS PANEL BULB SEAL/313	253.76	
111	01-11-62-6220	MTCE-EQUIPMENT	WIN1900	027097	LFT;RT;STR CURB RUNNER GUARD	777.90	
112	01-11-62-6223	MTCE-STREET LIGHTS	BRO8091	4745276	MH LAMPS;MH BAL;ETC	889.92	
113	01-11-62-6223	MTCE-STREET LIGHTS	GEN5228	084314	RATCHET/SL	63.00	
114	01-11-62-6223	MTCE-STREET LIGHTS	GRA1243	981572917	BOXES W/NO BASE;STACK. BOX	489.66	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
115	01-11-62-6223	MTCE-STREET LIGHTS	ILL5691	2381488	MAPP/PRO TORCH/SL	88.50	
116	01-11-62-6259	TREE REMOVAL/MISC	BLO855	65181	WOOD CHIPS/TREES	200.00	
117	01-11-62-6259	TREE REMOVAL/MISC	RYA1727	1111	REMOVE 6 PKWY TREES/LIST #6	1,296.56	
118	01-11-62-6259	TREE REMOVAL/MISC	STR1157	1095	PULV SOIL/STUMPS	370.00	
119	01-11-62-6263	STREET CLEANING	HEA6132	11910	STREET SWEEPINGS	1,388.61	
120	01-12-60-6020	TRAINING & MEMBERSHIP	IPELRA	151028	SEMINAR 12/10/15:PETERSON	55.00	
121	01-12-60-6020	TRAINING & MEMBERSHIP	NPELRA	27910PETERSON	2016 MEMBERSHIP DUES/AVM	205.00	
122	01-12-62-6271	ZBA/PLAN COMMISSION	SHA250	1126011	LGL NTC:ZBA CASE #611	104.76	
123	01-12-62-6272	POLICE & FIRE COMMISSION	IO1127	C35426A	BOFPC-FF PSYCH EXAM	485.00	
124	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	ALP417	77715	VILLAGE SPOKESMAN NOV-DEC	1,174.75	
125	01-19-68-6860	PUBLIC/EMPLOYEE RELATIONS	BAUM	151014	5 YR EMPLOYEE SERVICE AWARD	50.00	
126	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		41,166.47
FOREIGN FIRE INSURANCE TAX FUN							
127	22-00-66-6600	NEW EQUIPMENT	COM3002	150909	CABLE SERVICE/FD	99.10	
128	22-00-66-6600	NEW EQUIPMENT	COM3002	151009	CABLE SERVICE/FD	99.10	
129	22-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		198.20
ETSB FUND							
130	24-00-62-6210	TELEPHONE	ATT911	15/773RO6237210	OCT E911 WIRELESS:773-RO6-23	102.41	
131	24-00-62-6210	TELEPHONE	IPSAN	40775	ALERTS & BULLET BILLING	3,018.00	
132	24-00-62-6210	TELEPHONE	VER2550	9753743803	OCT SQUADS	166.87	
133	24-00-62-6210	TELEPHONE	VER2550	9754171347	OCT CHIEFS CAR	38.01	
134	24-00-62-6220	MTCE-EQUIPMENT	MIN500	258274	REMOVE/RENEW WIDEBAND	140.00	
135	24-00-62-6220	MTCE-EQUIPMENT	MIN500	258416	CK CONTROL BAND;REP RADIO	190.00	
136	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		3,655.29
DRUG ENFORCEMENT FUND							
137	27-00-68-6899	MISCELLANEOUS EXPENDITURES	MUN7330	11515	SEPT	650.00	
138	27-00-68-6899	MISCELLANEOUS EXPENDITURES	URB31	78786	FOOD	104.38	
139	27-00-20-2001	DUE TO/FRM GENERAL FUND			ACCOUNTS PAYABLE OFFSET		754.38
CAPITAL PROJECTS FUND							
140	40-00-66-6611	SOUTH 47TH DRAINAGE AREA STU	BAX6192	0182696	50TH ST STORM SEWER DESIGN E	50,482.98	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
CAPITAL PROJECTS FUND							
141	40-00-66-6644	NORTHEAST PLANNING AREA	BAX6192	0182697	PHASE 1 INTERSECTION IMPR	1,336.86	
142	40-00-66-6644	NORTHEAST PLANNING AREA	KEN9575	21751	OGDEN AVE SITE DEVELOP ORD #2	135.66	
143	40-00-66-6648	COSSITT AVE REHAB PROJECT	BAX6192	0182441	COSSITT AVE RECONSTRUCTION	5,123.48	
144	40-00-66-6648	COSSITT AVE REHAB PROJECT	BAX6192	0182691	COSSITT AVE RECONSTRUCTION	2,856.44	
145	40-00-66-6698	NGHBRHD STREET PROJECT	LAM1900	15196	FY15-16 NEIGHBORHD STR RESUR	234,085.78	
146	40-00-68-6862	MISCELLANEOUS ENGINEERING	BAX6192	0182695	UPTOWN LG SITE IMPROVEMENTS	1,364.04	
147	40-00-68-6862	MISCELLANEOUS ENGINEERING	KEN9575	21752	LTHS NO CAMPUS PAVEMT STRIPI	2,838.03	
148	40-00-68-6862	MISCELLANEOUS ENGINEERING	KEN9575	21785	LTHS NO CAMPUS TRAFFIC COUNT	1,863.61	
149	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		300,086.88

WATER FUND

150	50-00-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	P1151027078	BNSF CONTRACTOR COURSE	105.00	
151	50-00-60-6021	UNIFORMS	ARA2525	2080273781	10/23/15 UNIFORM SVCS	40.24	
152	50-00-60-6021	UNIFORMS	ARA2525	2080286378	10/30/15 UNIFORM SERVICE	41.95	
153	50-00-61-6102	GAS & OIL	AM8623	537432	10W30 OIL/#74	41.88	
154	50-00-62-6210	TELEPHONE	ATT	15/708Z14012410	OCT TELEMETRY LINE Z140124/W	96.65	
155	50-00-62-6210	TELEPHONE	ATT	15/708Z45520210	OCT ALARM LINE Z455202/WTR	532.07	
156	50-00-62-6211	ELECTRIC FEES	COM6111	15/10W	OCT PUMPING	47.66	
157	50-00-62-6211	ELECTRIC FEES	DYN2767	147021615101	OCT PUMPING	2,808.68	
158	50-00-62-6211	ELECTRIC FEES	DYN2767	147021715101	OCT PUMPING	93.25	
159	50-00-62-6220	MAINTENANCE - WATER	AM8623	356417	HYDRAULIC FILTER/TRACTOR 1	30.61	
160	50-00-62-6220	MAINTENANCE - WATER	FUL39	65708	HEX;WAX;WASHERS;ETC	49.80	
161	50-00-62-6220	MAINTENANCE - WATER	GEN5228	184344	CABLE TIES/#66	4.99	
162	50-00-62-6220	MAINTENANCE - WATER	HAN1562	5526621	2 LOADS BACKFILL/WATER	710.25	
163	50-00-62-6220	MAINTENANCE - WATER	HDS2833	663758	RED DYE TABLETS/#66	365.25	
164	50-00-62-6220	MAINTENANCE - WATER	MCC5609	07198473	PRIMARY FUEL FILTER/TRACT 1	35.69	
165	50-00-62-6220	MAINTENANCE - WATER	POM1630	470030994	TR15 TUBE MOUNT-DISMOUNT/TRA	46.59	
166	50-00-62-6220	MAINTENANCE - WATER	QUA2080	56020	SURFACE;BINDER	290.00	
167	50-00-62-6220	MAINTENANCE - WATER	QUA2080	56039	SURFACE;BINDER;PRIMER	388.22	
168	50-00-62-6220	MAINTENANCE - WATER	QUA2080	56070	SURFACE;BINDER	104.00	
169	50-00-62-6220	MAINTENANCE - WATER	QUA2080	56092	SURFACE;BINDER;PRIMER	280.00	
170	50-00-62-6220	MAINTENANCE - WATER	QUA2080	56129	SURFACE;BINDER;PRIMER	280.00	
171	50-00-62-6220	MAINTENANCE - WATER	REL2252	191130	1 LOAD DIRT/CLAY DUMPING	102.00	
172	50-00-62-6220	MAINTENANCE - WATER	REL2252	191246	6 LOADS DIRT/CLAY DUMPING	714.00	
173	50-00-66-6691	MAINS	BAX6192	0182692	EAST AVE PUMP STN CONSTR ENG	12,384.35	
174	50-00-66-6691	MAINS	BOL3045	3	EAST AVE PUMP STATION CONSTR	129,190.05	
175	50-00-66-6692	METERS	HDS2833	663726	2 1.5" OMNI METERS;FLANGES	2,070.00	

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WATER FUND							
176	50-00-67-6700	BOND PRINCIPAL	AMA800	151021-01	SERIES 2012A GO ALT REV BOND	90,000.00	
177	50-00-67-6701	INTEREST EXPENSE	AMA800	151021-01	SERIES 2012A GO ALT REV BOND	21,265.00	
178	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		262,118.18

PARKING FUND

179	51-00-62-6211	ELECTRIC FEES	COM6111	151019SL	OCT PARKING LOT LIGHTS	62.19	
180	51-00-62-6211	ELECTRIC FEES	DYN2767	149410115101	OCT PARKING LOT LIGHTS	253.93	
181	51-00-62-6211	ELECTRIC FEES	DYN2767	149410215101	OCT PARKING LOT LIGHTS	37.27	
182	51-00-62-6211	ELECTRIC FEES	DYN2767	149410315101	OCT PARKING LOT LIGHTS	99.43	
183	51-00-62-6211	ELECTRIC FEES	DYN2767	149410415101	OCT PARKING LOT LIGHTS	7.22	
184	51-00-62-6220	MTCE-EQUIPMENT	FIR4037	236950	FRONT BRAKES/#516	352.97	
185	51-00-62-6220	MTCE-EQUIPMENT	MIN500	258608	STROBE LIGHTS/#514	95.00	
186	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ALL897	13364	STRIP & FINISH FLOOR/LG TRAI	720.00	
187	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2080273781	FLOOR MATS/TRAIN STATION	13.76	
188	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	LG	151028MS	21000500:METRA STATION/WTR	18.95	
189	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	NIC5407	151020	OCT GAS CHARGES/TRAIN STN	103.90	
190	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	35296	WINDOW CLEANING/TRAIN STN	74.00	
191	51-00-62-6280	MTCE. PARKING GARAGE	ALL897	13356	NOV CUSTODIAL SERVICE:DECK	325.00	
192	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2080273781	FLOOR MATS/PARKING DECK	6.88	
193	51-00-62-6280	MTCE. PARKING GARAGE	COM3001	15/11	NOV MODEM/GARAGE	102.85	
194	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,273.35

EQUIPMENT REPLACEMENT FUND

195	60-00-66-6614	EQUIP REPLACEMT-POLICE	SEC	151103	TITLE;TRANSFER/2016 FORD EXP	120.00	
196	60-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		120.00

POLICE PENSION FUND

197	70-00-68-6899	MISCELLANEOUS EXPENSES	IPPFA	151022	ANNUAL MEMBERSHIP DUES	795.00	
198	70-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		795.00

SEWER FUND

199	80-00-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	P1151027078	BNSF CONTRACTOR COURSE	30.00	
200	80-00-60-6021	UNIFORMS	ARA2525	2080273781	10/23/15 UNIFORM SVCS	10.06	
201	80-00-60-6021	UNIFORMS	ARA2525	2080286378	10/30/15 UNIFORM SERVICE	10.49	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
SEWER FUND							
202	80-00-62-6210	TELEPHONE	ATT	15/708245003710	OCT ALARM LINE 708-245-0037	133.01	
203	80-00-62-6220	MTCE-EQUIPMENT	STA6520	07531	GLASS PANEL BULB SEAL/313	253.76	
204	80-00-67-6701	BOND INTEREST	AMA800	151021-02	G.O. ARS SERIES 2015/SEWER I	21,209.91	
205	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		21,647.23
DEBT SERVICE FUND							
206	90-00-67-6713	2015 SEWER IMPRVMT BONDS-IN	AMA800	151021-02	G.O. ARS SERIES 2015/SEWER I	84,839.63	
207	90-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		84,839.63
INTERFUND SUMMARY							
208	01-00-20-2022	DUE T/F FOREIGN FIRE INSURAN			ACCTS PAYABLE INTERFUND OFFS	198.20	
209	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	3,655.29	
210	01-00-20-2027	DUE TO/FRM ASSET FORFEITURE			ACCTS PAYABLE INTERFUND OFFS	754.38	
211	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	300,086.88	
212	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	262,118.18	
213	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	2,273.35	
214	01-00-20-2060	DUE T/F EQUIPMENT REPLACEMEN			ACCTS PAYABLE INTERFUND OFFS	120.00	
215	01-00-20-2070	DUE T/F POLICE PENSION			ACCTS PAYABLE INTERFUND OFFS	795.00	
216	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	21,647.23	
217	01-00-20-2090	DUE T/F DEBT SERVICE			ACCTS PAYABLE INTERFUND OFFS	84,839.63	
218	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		676,488.14
TOTALS:						1,394,211.95	1,394,211.95

4-F.19

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

TO: Village President, Board of Trustees  
Village Clerk and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Patrick D. Benjamin, Community Development Director

DATE: November 9, 2015

RE: **LA GRANGE BUSINESS ASSOCIATION/ 2015 HOMETOWN  
HOLIDAY WALK - REQUEST FOR VILLAGE SPONSORSHIP**

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Attached for your consideration is a request from the La Grange Business Association seeking authorization and financial support for the 24<sup>th</sup> annual Hometown Holiday Walk to be held on Saturday, December 5, 2015 from 5:00 p.m. to 9:00 p.m.

As in the past, activities will start with an All-Village Sing, followed by Santa's arrival by fire truck and the traditional lighting of the "Village Tree." Santa will be seated in the Village Hall auditorium together with Mrs. Claus and will be assisted by several elves. Face painting, enhanced decorations, and the addition of musical entertainment are part of the plans for families waiting in line to visit with Santa and Mrs. Claus.

The Holiday Walk will include strolling musicians, a petting zoo, pony rides and ice sculptures situated throughout the Village. There will also be a cider and snack station in the fountain area.

For the second consecutive year the La Grange Business Association is partnering with the Village on a marketing initiative called "Unwrap La Grange For a Hometown Holiday" in an effort to drive revenue to local retailers and position La Grange as a unique place to shop and dine through the holidays and beyond. This sales promotion involves incentives to customers who spend a minimum of \$300 in La Grange and will be driven by an aggressive advertising, marketing and publicity campaign with the assistance of Ripson Communications.

As part of the FY 2015-16 budget development process, the La Grange Business Association requested and the Village Board approved additional funding to offset escalating operating costs for this event. Previously, the La Grange Business Association received \$12,000 in Village sponsorship. Beginning this year, the Village has budgeted \$16,000 in sponsorship towards this event. The Village's position of sponsorship is committed to marketing the event, which includes newspaper advertisements, posters, and most importantly the production and mailing of the brochure indicating participants and activities for the evening as well as the

“Unwrap La Grange” initiative. The La Grange Business Association is requesting Village sponsorship in the amount of \$16,000 at this time.

The annual Holiday Walk has always been a positive reflection of the Village of La Grange and brings shoppers into the community which is the ultimate goal of both the La Grange Business Association and the Village of La Grange.

It is recommended that the Village again support the Holiday Walk’s cost of advertising and marketing for 2015 in an amount not to exceed \$16,000, with the following conditions as outlined in our sponsorship policy:

- The La Grange Business Association will provide a complete financial statement for the organization for fiscal year 2015;
- The La Grange Business Association will provide a budget for this event including line item detail;
- The La Grange Business Association will acquire cash sponsorship to match the Village contribution;
- The La Grange Business Association will provide a complete final accounting for this event;
- The Village of La Grange is to be prominently listed on all advertising, including, but not limited to, posters, web sites and newspaper advertising. All advertising is to be approved by Village staff prior to public presentation
- All events are to be coordinated to the satisfaction of the Village.

Representatives from the La Grange Business Association will be in attendance at your meeting to answer any questions you may have.



106 Calendar Avenue La Grange, Illinois 60525

October 20, 2015

Mr. Patrick Benjamin  
Village of La Grange  
53 S. La Grange Rd.  
La Grange, IL 60525

Dear Pat:

Plans are underway for the 24th annual Hometown Holiday Walk. The Walk will be held Saturday, December 5 from 5-9 pm throughout Downtown La Grange.

The Village of La Grange and the La Grange Business Association have successfully partnered to provide our residents a magical evening filled with community spirit. Once again activities will start at 5:00pm on the Village Hall lawn with an All-Village Sing, followed by Santa's arrival by fire truck and lighting of the "Village Tree." We would like to continue the tradition of lighting the large evergreen-style tree on the south end of the Village Hall lawn.

We have been pleased with the arrangement of having Santa situated in the Village Hall Board Room and would like to continue with this idea again this year. As entertainment for folks waiting to see Santa, we will have Mike Vondruska, member of the Illinois Juggling Institute, roaming around the room providing juggling and family fun.

Plans are underway to have ice sculptures situated throughout the Central Business District. We will also be providing our guests the opportunity to ride the "North Pole Express" (a kiddie train ride) in the parking lot behind Palmer Place. There will be three trolley cars in the downtown area that evening. We will also be hosting a Petting Zoo with Pony Rides on Calendar Court for all the kids to enjoy.

We again request that the Fire Department deliver Santa to Village Hall at 5:30pm. Estimates from past years have indicated that approximately 5,000 people are in town for the Walk, so we also request any additional police manpower that you deem necessary.

The La Grange Business Association has worked diligently each year to continue to improve the quality of our Holiday Walk. Committee members and our Executive Director dedicate countless hours coordinating the details to ensure the success of this event. We truly appreciate the help of the Village with sponsorship and the help from Village Departments to help decorate our town. We believe our partnership makes

5-A.2

Hometown Holiday an event that is enjoyed by our community and envied by our neighbors.

The Village of La Grange will be included in all newspaper, website, direct mail and other corresponding marketing materials as a "Co-Sponsor" of this important community event along with the LGBA. The La Grange Business Association will provide the necessary expense and receipt reports so that the Village can make their reimbursement.

In order to aggressively compete with online shopping and local malls, we are continuing for the second year the marketing initiative called "Unwrap La Grange for a Hometown Holiday" to drive revenue to local retailers and position La Grange as a unique place to shop and dine through the holidays and beyond. This ambitious sales promotion involves incentives to customers who spend a minimum of \$300 in La Grange and is driven by an aggressive advertising, marketing and publicity campaign with the assistance of Ripson Communications, a high-performing public relations agency.

As the cost of doing business has climbed over the past few years and we're now incurring additional marketing expenses to strengthen the business climate in the fourth quarter and beyond, the LGBA respectfully requests additional support from the Village in 2015 in the amount of \$16,000 to help cover these costs.

Again, the LGBA would like to thank the Village of La Grange for their participation and support of this wonderful event.

Please call me at (708) 352-4300 or email me at [ryan.williamson@lpl.com](mailto:ryan.williamson@lpl.com) with any questions or concerns that you may have.

Sincerely,

Ryan Williamson  
Committee Co-Chair  
La Grange Business Association

P.S. Please forward this letter or share its contents with the appropriate Village staff so that they will be informed of the plans for this year.

5-A.3

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees, Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Patrick D. Benjamin, Community Development Director  
Angela M. Mesaros, Assistant Community Development Director

DATE: November 9, 2015

RE: **ORDINANCE – APPROVING A FAÇADE RENOVATION LOAN PROGRAM TO BE ADMINISTERED BY FNBC OF LA GRANGE**

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In 1986 the Village created a tax increment financing district (the “TIF District”) to spur economic development in Downtown La Grange. The TIF District was funded by incremental property taxes and sales tax above the 1986 base year. During the life of the TIF District, the Village pursued several successful initiatives using TIF funds, most notably the “Triangle” redevelopment project, construction of the Village Hall parking garage, and financial assistance for the renovation of the La Grange Theater.

Another TIF-related initiative was a Village-sponsored façade renovation loan program for businesses within the TIF District. The loan program was created by the Village and backed by TIF funds. The loan program mirrored a traditional commercial loan program, with each loan from the Village secured by a mortgage from local banks. The loan program was administered by local banks including FNBC Bank & Trust, Inc. (“FNBC”), formerly known as First National Bank of La Grange. Those banks screened applications, handled the paperwork, and provided other administrative services, at no charge to the Village. The most attractive feature of the loan program to property and business owners was that the Village did not charge interest on the loans.

The façade renovation loan program was successful—the Village loaned money for approximately 40 projects, \$2.0 million in façade improvements were constructed and no loan defaults were recorded. The work accomplished under the loan program significantly enhanced Downtown La Grange.

In late 2007 the Village Board decided to terminate the TIF District after the 2008 property tax levy; one year before the TIF District would have expired under State law. In terminating the TIF District, the Village discontinued the façade renovation loan program.

Economic conditions have improved significantly in the past two years and interest in Downtown La Grange is robust. It is more likely now that property owners will have the resources to invest in their buildings, both to retain existing tenants and to attract new business. In the light of these favorable circumstances, FNBC has proposed to sponsor a renewed façade

renovation program. The loan program would be very similar to the Village's previous program. FNBC would use loan documents similar to those used in the Village's program, the loans would be secured by mortgages, and FNBC would administer the program at no cost to the Village.

Here are the key elements of FNBC's program:

- FNBC would accept loan applications using its standard personal financial statement and other form documents.
- FNBC would analyze each application using its standard underwriting and all loan approvals would be subject to final approval by the Village.
- FNBC would charge a below-market interest rate on the loans, tentatively set at 3.45%.
- The amount of any single loan would be capped at \$25,000 and exceptions to that cap, if any, would be considered on a case-by-case basis by FNBC and the Village.
- The cumulative amount of all loans would be capped at \$300,000. (FNBC would consider additional phases of the program if the initial program is successful.)
- The Village would guarantee the loans.

The last element noted above—the Village guaranty—mitigates FNBC's risk from a loan default by a borrower which allows FNBC to offer the below-market interest rate. While FNBC is willing to fund and administer a façade renovation loan program, FNBC does not want to bear the risk of nonpayment by a borrower. With its guaranty, the Village ultimately would be responsible to pay off the balance of a bad loan if the borrower defaults.

This risk is not a new position for the Village. Under the previous loan program, the Village bore all of the risk of loan defaults. Under FNBC's loan program, if a borrower fails to make installment payments, then FNBC would initiate its standard collection process. That process includes collection efforts by FNBC's lending staff and the typical notices of delinquency and default. FNBC would notify the Village of the default, and the Village could assist in FNBC's collection effort if it chooses to do so. FNBC would pursue collection under its standard process to a point just short of the filing of a foreclosure action. Rather than litigating against the borrower, FNBC would assign its rights to the Village, which would then have the right to pursue to borrower with all due legal recourse. Ultimately the Village would make good on the loan, regardless of the Village's ability or inability to collect from the defaulting borrower.

It is our recommendation that General Fund reserves be used as the source of funds to satisfy the loan in the event of a default.

The documents FNBC would use in the façade renovation loan program are included with this Board Report. These are standard loan documents, although the Commercial Guaranty

applicable to the Village is in the process of being modified to reflect the process described above.

Staff is supportive of FNBC's interest in establishing a façade renovation loan program. Although the Community Development Department has not received any inquiries recently about the availability of loans for façade renovations, that may be attributable to the fact the Village has not maintained or publicized a loan program. That being said, we do believe that there will be interest in a façade loan program as we have processed several Design Review Permits over the past year, which means several new businesses have made an investment to improve the exterior appearance of their retail space. There will be only a small administrative burden on the Village under FNBC's loan program, primarily reviewing and approving loans that already have been vetted by FNBC.

The Community Economic Development Commission reviewed this concept with FNBC this summer and recommended that the Village Board proceed with implementation.

Attached to this Board Report for the Village Board's consideration is an ordinance prepared by Village Attorney Mark Burkland that would approve a façade renovation loan program in the form described in this Board Report. Kevin McLaughlin and Joe Kroc from FNBC will be in attendance to answer any questions you have about the proposal.

VILLAGE OF LA GRANGE

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

AN ORDINANCE APPROVING  
A FAÇADE RENOVATION LOAN PROGRAM  
ADMINISTERED BY FNBC OF LA GRANGE

WHEREAS, the FNBC Bank & Trust, Inc. (“FNBC”) proposes to sponsor a façade renovation loan program, through which FNBC would issue commercial loans to Downtown La Grange property owners for the purpose of renovating exterior front façades (the “*Façade Loan Program*”); and

WHEREAS, FNBC would be responsible for the administration of the Façade Loan Program, including accepting and reviewing loan applications, approving applications in consultation with the Village, funding and administering the loans, and conducting collection processes if borrowers default; and

WHEREAS, the Façade Loan Program would be based on FNBC’s standard commercial loan documents attached to and by this reference incorporated into this Ordinance as Exhibit A (the “*Loan Documents*”), and FNBC’s standard loan review and administration processes; and

WHEREAS, the Village would guarantee the loans made by FNBC under the terms of the Commercial Guaranty included in the Loan Documents; and

WHEREAS, the Village has the authority under Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, and other applicable law to participate in FNBC’s Façade Loan Program;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Approval of Façade Renovation Loan Program. The President and Board of Trustees, pursuant to the authority vested in it by State law, approve the Façade Loan Program as described in this Ordinance, including without limitation the Village’s participation in the Façade Loan Program through consultations with FNBC and as Guarantor under the Commercial Guaranty included in the Loan Documents.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

EXHIBIT A  
FNBC LOAN DOCUMENTS

# BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	08-13-2015	08-05-2020	TBD	01E0 / CR			
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

THIS BUSINESS LOAN AGREEMENT dated August 13, 2015, is made and executed between ABC INC ("Borrower") and FNBC Bank and Trust ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of August 13, 2015, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of Borrower's state of incorporation. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 1234 ANY LANE, SOME TOWN, IL 60125. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release

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**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: TBD

or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Annual Statements.** As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, compiled by a certified public accountant satisfactory to Lender.

**Tax Returns.** As soon as available, but in no event later than 45 days after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Financial Covenants and Ratios.** Comply with the following covenants and ratios:

**Minimum Income and Cash flow Requirements.** Borrower shall comply with the following cash flow ratio requirements:

**Debt Service Coverage Ratio.** Maintain a ratio of Debt Service Coverage in excess of **1.000 to 1.200**. Debt Service Coverage is calculated as: Net Income plus Depreciation, Amortization, Interest Expense, and Rents Paid to Common Entities, less Distributions, divided by Total Debt Service Requirements. This coverage ratio should be maintained at all times and may be evaluated at any time.

Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash

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**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: TBD

value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Guaranties.** Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantors named below, on Lender's forms, and in the amounts and under the conditions set forth in those guaranties.

<u>Names of Guarantors</u>	<u>Amounts</u>
DISNEY WORD	Unlimited
MINNIE MOUSE	Unlimited

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**RECOVERY OF ADDITIONAL COSTS.** If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

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**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: TBD

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**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any Loan.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be,

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**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: TBD

after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related

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**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: TBD

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Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means ABC INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means FNBC Bank and Trust, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated August 13, 2015 and executed by ABC INC in the principal amount of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future,

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**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: TBD

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whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED AUGUST 13, 2015.**

**BORROWER:**

ABC INC

By: \_\_\_\_\_  
MICKEY MOUSE, President of ABC INC

**LENDER:**

FNBC BANK AND TRUST

By: \_\_\_\_\_  
P. Kevin McLaughlin, Senior Vice President

DRAFT

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# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	08-13-2015	08-05-2020	TBD	01E0 / CR			
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**Principal Amount: \$50,000.00**

**Date of Note: August 13, 2015**

**PROMISE TO PAY.** ABC INC ("Borrower") promises to pay to FNBC Bank and Trust ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand & 00/100 Dollars (\$50,000.00), together with interest on the unpaid principal balance from August 13, 2015, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.450% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in 60 payments of \$908.94 each payment. Borrower's first payment is due September 5, 2015, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 5, 2020, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs.

**TAX RESERVES.** Borrower agrees to establish and maintain a reserve account in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes as otherwise required herein. Borrower shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fractions as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes. If required by Lender, Borrower shall further pay at the same time frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, assessments and other charges subject to the requirements of applicable law, Borrower shall pay the difference in one or more payments as Lender requires. Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

All payments must be received by Lender consistent with any written payment instructions provided by Lender.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FNBC Bank and Trust, 620 W. Burlington Avenue, La Grange, IL 60525.

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall be increased by 5.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any loan.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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**PROMISSORY NOTE  
(Continued)**

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**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by A MORTGAGE AND ASSIGNMENT OF RENTS DATED AUGUST 13, 2015 ON THE REAL PROPERTY LOCATED AT 1234 ANY LANE, SOME TOWN, IL 60123.

**CROSS COLLATERALIZATION.** It is agreed by the Borrower that the security interest created by any Commercial Security Agreement, Mortgage or other Collateral document, to the Lender, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, also secures this Promissory Note from Borrower to Lender, and that no security interest in any such Collateral will be released until the total indebtedness owed by the Borrower to Lender is paid in full.

**CROSS DEFAULT.** The indebtedness of the Borrower to Lender shall be cross defaulted with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. The indebtedness created by any Guaranty issued by the Borrower as Guarantor in favor of Lender in connection with any Indebtedness of the Borrower to Lender shall be included within the meaning of Indebtedness created in connection with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or

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PROMISSORY NOTE  
(Continued)

Loan No: TBD

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endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**ILLINOIS INSURANCE NOTICE.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

ABC INC

By: \_\_\_\_\_  
MICKEY MOUSE, President of ABC INC

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# COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call / Coll 01E0 / CR	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**Guarantor:** MINNIE MOUSE  
1234 ANY LANE  
SOME TOWN, IL 60123

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law; attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired; that Borrower, individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others, barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

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**COMMERCIAL GUARANTY  
(Continued)**

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**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

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**COMMERCIAL GUARANTY  
(Continued)**

Loan No: TBD

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laws of the State of Illinois without regard to its conflicts of law provisions.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Notices.** Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Waive Jury.** Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

**Waiver of Rights.** The undersigned, as a further inducement to the Lender to extend credit to the Borrower hereby waives any and all defenses otherwise available under Section 1 of the Illinois Sureties Act.

**THE FOLLOWING NOTICE IS REQUIRED BY ILLINOIS LAW:** Unless Guarantor provides Lender with evidence of the insurance coverage required by Guarantor's agreement with Lender, Lender may purchase insurance at Guarantor's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Guarantor's interests. The coverage that Lender purchases may not pay any claim that Guarantor makes or any claim that is made against Guarantor in connection with the collateral. Guarantor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Guarantor has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Guarantor will be responsible for the costs of that insurance, including interest and any other charges. Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Guarantor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Guarantor may be able to obtain on Guarantor's own.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means ABC INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation MINNIE MOUSE, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means FNBC Bank and Trust, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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COMMERCIAL GUARANTY  
(Continued)

Loan No: TBD

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EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AUGUST 13, 2015.

GUARANTOR:

X \_\_\_\_\_  
MINNIE MOUSE

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# COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call / Coll 01E0 / CR	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**Guarantor:** DISNEY WORD  
1234 ANY LANE  
SOME TOWN, IL 60123

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

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# COMMERCIAL GUARANTY (Continued)

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**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

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**COMMERCIAL GUARANTY  
(Continued)**

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laws of the State of Illinois without regard to its conflicts of law provisions.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Notices.** Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Waive Jury.** Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

**Waiver of Rights.** The undersigned, as a further inducement to the Lender to extend credit to the Borrower hereby waives any and all defenses otherwise available under Section 1 of the Illinois Sureties Act.

**THE FOLLOWING NOTICE IS REQUIRED BY ILLINOIS LAW:** Unless Guarantor provides Lender with evidence of the insurance coverage required by Guarantor's agreement with Lender, Lender may purchase insurance at Guarantor's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Guarantor's interests. The coverage that Lender purchases may not pay any claim that Guarantor makes or any claim that is made against Guarantor in connection with the collateral. Guarantor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Guarantor has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Guarantor will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Guarantor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Guarantor may be able to obtain on Guarantor's own.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means ABC INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation DISNEY WORD, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means FNBC Bank and Trust, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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COMMERCIAL GUARANTY  
(Continued)

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EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AUGUST 13, 2015.

GUARANTOR:

DISNEY WORD

By: \_\_\_\_\_  
DONALD DUCK, President of DISNEY WORD

By: \_\_\_\_\_  
Authorized Signer for DISNEY WORD

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DRAFT

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**RECORDATION REQUESTED BY:**

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**WHEN RECORDED MAIL TO:**

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**FOR RECORDER'S USE ONLY**

**This Mortgage prepared by:**

Central Loan Operations  
FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**MORTGAGE**

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$50,000.00.

**THIS MORTGAGE** dated August 13, 2015, is made and executed between ABC INC, whose address is 1234 ANY LANE, SOME TOWN, IL 60125 (referred to below as "Grantor") and FNBC Bank and Trust, whose address is 620 W. Burlington Avenue, La Grange, IL 60525 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

####

The Real Property or its address is commonly known as 1234 ANY LANE, SOME TOWN, IL 60123. The Real Property tax identification number is ####.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances,

and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or

(C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and

interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise,

or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without

limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**CROSS DEFAULT.** The Indebtedness of the Borrower to Lender shall be cross defaulted with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. The indebtedness created by any Guaranty issued by the Borrower as Guarantor in favor of Lender in connection with any Indebtedness of the Borrower to Lender shall be included within the meaning of Indebtedness created in connection with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof.

**TAX RESERVES.** Borrower agrees to establish and maintain a reserve account in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes as otherwise required herein. Borrower shall pay monthly, or at such

other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fractions as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes. If required by Lender, Borrower shall further pay at the same time frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, assessments and other charges subject to the requirements of applicable law, Borrower shall pay the difference in one or more payments as Lender requires. Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest

or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means ABC INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means ABC INC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous

Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means FNBC Bank and Trust, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated August 13, 2015, in the original principal amount of \$50,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 3.450% per annum based on a year of 360 days. The Note is payable in 60 monthly payments of \$908.94.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**ABC INC**

By: \_\_\_\_\_  
MICKEY MOUSE, President of ABC INC

CORPORATE ACKNOWLEDGMENT

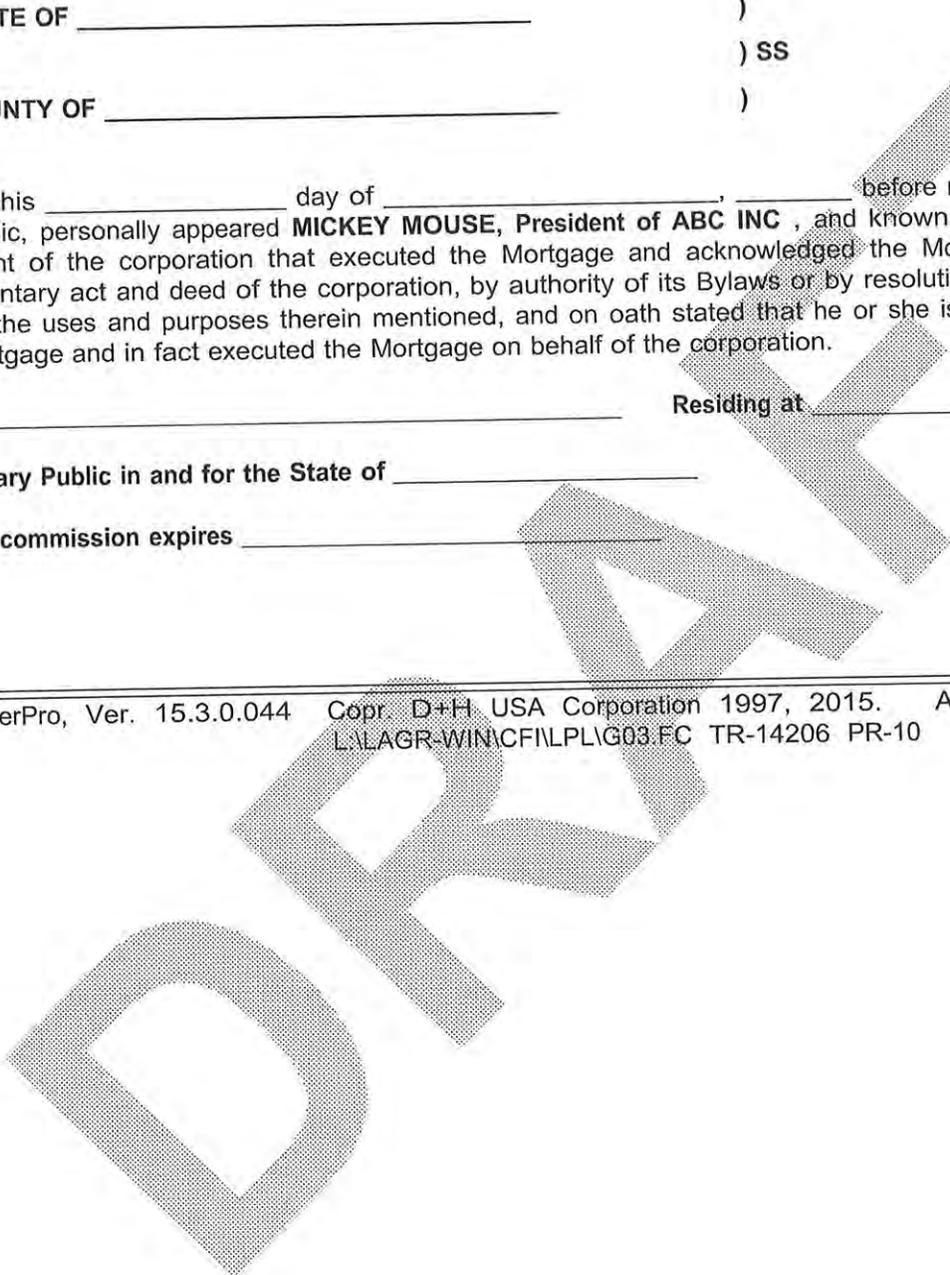
STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **MICKEY MOUSE, President of ABC INC**, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



5-B.39

# ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	08-13-2015	08-05-2020	TBD	01E0 / CR			
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**POLICY COMMITMENT NUMBER:** \_\_\_\_\_ **LOAN NUMBER:** TBD

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing the following named title insurance company to issue the subject title policies:

Name of Title Insurance Company: \_\_\_\_\_

### Statement Of Seller(s)

The seller(s) certify that for the past two years no building permit has issued nor have any improvements to the subject land been made which could result in an increase in the assessed tax valuation of the subject land.

### Statement of Seller(s) and Mortgagor(s)

The seller(s) and mortgagor(s) certify that, to the best of their knowledge and belief, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereof as fixtures, have been given or are outstanding that have not been fully performed and satisfied; and that no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions, except as follows (if none, state "none"; use reverse side if necessary):

### Statement Of Mortgagor(s)

The mortgagor(s) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

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

#### Individual Seller(s)

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

#### Individual Mortgagor(s)

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

#### Corporate Seller(s)

IN WITNESS WHEREOF \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date.

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

#### Corporate Mortgagor(s)

IN WITNESS WHEREOF \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date.

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

### Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed to or on the order of the mortgagor on \_\_\_\_\_; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

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

**Signature:** \_\_\_\_\_

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**RECORDATION REQUESTED BY:**

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**WHEN RECORDED MAIL TO:**

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**FOR RECORDER'S USE ONLY**

**This ASSIGNMENT OF RENTS prepared by:**

Central Loan Operations  
FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated August 13, 2015, is made and executed between ABC INC, whose address is 1234 ANY LANE, SOME TOWN, IL 60125 (referred to below as "Grantor") and FNBC Bank and Trust, whose address is 620 W. Burlington Avenue, La Grange, IL 60525 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in COOK County, State of Illinois:

####

The Property or its address is commonly known as 1234 ANY LANE, SOME TOWN, IL 60123. The Property tax identification number is ####.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign

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**ASSIGNMENT OF RENTS  
(Continued)**

and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**ASSIGNMENT OF RENTS  
(Continued)**

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**ASSIGNMENT OF RENTS  
(Continued)**

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the

**ASSIGNMENT OF RENTS  
(Continued)**

Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's

**ASSIGNMENT OF RENTS  
(Continued)**

rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

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**ASSIGNMENT OF RENTS  
(Continued)**

**Borrower.** The word "Borrower" means ABC INC.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means ABC INC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means FNBC Bank and Trust, its successors and assigns.

**Note.** The word "Note" means the promissory note dated August 13, 2015, in the original principal amount of \$50,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 3.450% per annum based on a year of 360 days. The Note is payable in 60 monthly payments of \$908.94.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON AUGUST 13, 2015.**

**GRANTOR:**

**ABC INC**

By: \_\_\_\_\_  
MICKEY MOUSE, President of ABC INC

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**RECORDATION REQUESTED BY:**

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**WHEN RECORDED MAIL TO:**

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

FOR RECORDER'S USE ONLY

**This Hazardous Substances Agreement prepared by:**

Central Loan Operations  
FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT**

THIS HAZARDOUS SUBSTANCES AGREEMENT dated August 13, 2015, is made and executed among ABC INC, whose address is 1234 ANY LANE, SOME TOWN, IL 60125 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and FNBC Bank and Trust, 620 W. Burlington Avenue, La Grange, IL 60525 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in COOK County, State of Illinois:

####

The Real Property or its address is commonly known as 1234 ANY LANE, SOME TOWN, IL 60123. The Real Property tax identification number is ###.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters,

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**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

**Compliance with Environmental Laws.** Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all

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**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

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**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered

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**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means FNBC Bank and Trust, its successors and assigns.

**Note.** The word "Note" means the Note dated August 13, 2015 and executed by ABC INC in the principal amount of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or

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**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED AUGUST 13, 2015.**

**BORROWER:**

**ABC INC**

By: \_\_\_\_\_  
MICKEY MOUSE, President of ABC INC

**LENDER:**

**FNBC BANK AND TRUST**

X \_\_\_\_\_  
P. Kevin McLaughlin, Senior Vice President

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HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **MICKEY MOUSE, President of ABC INC**, and known to me to be an authorized agent of the corporation that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **P. Kevin McLaughlin** and known to me to be the **Senior Vice President**, authorized agent for **FNBC Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FNBC Bank and Trust**, duly authorized by **FNBC Bank and Trust** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FNBC Bank and Trust**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

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# AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	08-13-2015	08-05-2020	TBD	01E0 / CR			
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**INSURANCE REQUIREMENTS.** Grantor, ABC INC ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

**Collateral:** 1234 ANY LANE, SOME TOWN, IL 60123.

**Type:** Fire and extended coverage.

**Amount:** Full Insurable Value.

**Basis:** Replacement value.

**Endorsements:** First Mortgagee - FNBC Bank and Trust, its successor and or assigns, and further stipulating that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

**Latest Delivery Date:** By the loan closing date.

**INSURANCE COMPANY.** Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

**FLOOD INSURANCE.** Flood Insurance for the Collateral securing this loan is described as follows:

**Real Estate at 1234 ANY LANE, SOME TOWN, IL 60123.**

Should the Collateral at any time be deemed to be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

**INSURANCE MAILING ADDRESS.** All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**FAILURE TO PROVIDE INSURANCE.** Grantor agrees to deliver to Lender, on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of August 13, 2015, or earlier. **UNLESS GRANTOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY GRANTOR'S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GRANTOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GRANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GRANTOR IN CONNECTION WITH THE COLLATERAL. GRANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT GRANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATERAL, GRANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO GRANTOR'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GRANTOR MAY BE ABLE TO OBTAIN ON GRANTOR'S OWN.**

IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION.** For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 13, 2015.**

**GRANTOR:**

ABC INC

By: \_\_\_\_\_  
MICKEY MOUSE, President of ABC INC

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AGREEMENT TO PROVIDE INSURANCE  
(Continued)

Loan No: TBD

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FOR LENDER USE ONLY INSURANCE VERIFICATION		PHONE _____
DATE: _____		
AGENT'S NAME: _____		
AGENCY: _____		
ADDRESS: _____		
INSURANCE COMPANY: _____		
POLICY NUMBER: _____		
EFFECTIVE DATES: _____		
COMMENTS: _____		
_____		

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# DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	08-13-2015	08-05-2020	TBD	01E0 / CR			
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**LOAN TYPE.** This is a Fixed Rate (3.450%) Nondisclosable Loan to a Corporation for \$50,000.00 due on August 5, 2020.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$50,000.00 as follows:

Amount paid to others on Borrower's behalf: \$50,000.00 to XXX	\$50,000.00
Note Principal:	\$50,000.00

**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$3,198.00
\$12.00 Flood Determination/Certification	
\$56.00 Tax Service Fee	
\$1,500.00 Appraisal Fee	
\$1,000.00 Title Insurance	
\$120.00 Recording Fees	
\$60.00 UCC Search/Filing	
\$200.00 Commercial Doc Prep Fee-FNBC Bank and Trust	
\$250.00 Loan Origination Fee-FNBC Bank and Trust	
Total Charges Paid in Cash:	\$3,198.00

**LIEN RELEASE FEES.** In addition to all other charges, Borrower agrees, to the extent not prohibited by law, to pay all governmental fees for release of Lender's security interests in collateral securing this loan. Borrower will pay these fees at the time the lien or liens are released. The estimated amount of these future lien release fees is \$110.00.

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 13, 2015.

**BORROWER:**

ABC INC

By: \_\_\_\_\_  
MICKEY MOUSE, President of ABC INC

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# NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	08-13-2015	08-05-2020	TBD	01E0 / CR			
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

As used in this Notice, the following terms have the following meanings:

**Loan.** The term "Loan" means the following described loan: a Fixed Rate (3.450%) Nondisclosable Loan to a Corporation for \$50,000.00 due on August 5, 2020.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

**LOAN DOCUMENTS**

<ul style="list-style-type: none"> <li>- Business Loan Agreement</li> <li>- IL Commercial Guaranty: MINNIE MOUSE</li> <li>- IL Mortgage for Real Property located at 1234 ANY LANE, SOME TOWN, IL 60123</li> <li>- IL Hazardous Substances Agreement</li> <li>- Disbursement Request and Authorization</li> </ul>	<ul style="list-style-type: none"> <li>- Promissory Note</li> <li>- IL Commercial Guaranty: DISNEY WORD</li> <li>- IL ALTA Policy Statement</li> <li>- IL Assignment of Rents</li> <li>- Agreement to Provide Insurance</li> <li>- Notice of Final Agreement</li> </ul>
---	---

**Parties.** The term "Parties" means FNBC Bank and Trust and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

<p><b>Borrower:</b> ABC INC <b>Grantor(s):</b> ABC INC <b>Guarantor 1:</b> DISNEY WORD <b>Guarantor 2:</b> MINNIE MOUSE</p>	
---	--

Each Party who signs below, other than FNBC Bank and Trust, acknowledges, represents, and warrants to FNBC Bank and Trust that it has received, read and understood this Notice of Final Agreement. This Notice is dated August 13, 2015.

**BORROWER:**

ABC INC

By: MICKY MOUSE, President of ABC INC

**GUARANTOR:**

DISNEY WORD

By: DONALD DUCK, President of DISNEY WORD

By: Authorized Signer for DISNEY WORD

**GUARANTOR:**

X MINNIE MOUSE, Individually

5-B, 70

NOTICE OF FINAL AGREEMENT  
(Continued)

Loan No: TBD

Page 2

LENDER:

FNBC BANK AND TRUST

X

P. Kevin McLaughlin, Senior Vice President

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DRAFT

5-B.71

# NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	08-13-2015	08-05-2020	TBD	01E0 / CR			

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** ABC INC  
1234 ANY LANE  
SOME TOWN, IL 60125

**Lender:** FNBC Bank and Trust  
620 W. Burlington Avenue  
La Grange, IL 60525

**BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

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### LOAN DOCUMENTS

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>- Business Loan Agreement</li> <li>- IL Commercial Guaranty: MINNIE MOUSE</li> <li>- IL Mortgage for Real Property located at 1234 ANY LANE, SOME TOWN, IL 60123</li> <li>- IL Hazardous Substances Agreement</li> <li>- Disbursement Request and Authorization</li> </ul> | <ul style="list-style-type: none"> <li>- Promissory Note</li> <li>- IL Commercial Guaranty: DISNEY WORD</li> <li>- IL ALTA Policy Statement</li> <li>- IL Assignment of Rents</li> <li>- Agreement to Provide Insurance</li> <li>- Notice of Final Agreement</li> </ul> |
|---|---|

**Parties.** The term "Parties" means FNBC Bank and Trust and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

**Borrower:** ABC INC  
**Grantor(s):** ABC INC  
**Guarantor 1:** DISNEY WORD  
**Guarantor 2:** MINNIE MOUSE

Each Party who signs below, other than FNBC Bank and Trust, acknowledges, represents, and warrants to FNBC Bank and Trust that it has received, read and understood this Notice of Final Agreement. This Notice is dated August 13, 2015.

**BORROWER:**

ABC INC

By: MICKEY MOUSE, President of ABC INC

**GUARANTOR:**

DISNEY WORD

By: DONALD DUCK, President of DISNEY WORD

By: Authorized Signer for DISNEY WORD

**GUARANTOR:**

X MINNIE MOUSE, Individually

5-13,72

NOTICE OF FINAL AGREEMENT  
(Continued)

Loan No: TBD

Page 2

LENDER:

FNBC BANK AND TRUST

X \_\_\_\_\_  
P. Kevin McLaughlin, Senior Vice President

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DRAFT

5-B.73

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Village Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager

DATE: November 9, 2015

RE: **COMBINED DISPATCH CENTER: (1) AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS TO ESTABLISH A COMBINED DISPATCH CENTER FOR LAW ENFORCEMENT, FIRE, AMBULANCE AND OTHER EMERGENCY COMMUNICATION SERVICES; (2) AN ORDINANCE DISSOLVING THE LA GRANGE EMERGENCY TELEPHONE SYSTEM BOARD AND ACKNOWLEDGING PARTICIPATION IN A NEWLY-CREATED JOINT EMERGENCY TELEPHONE SYSTEM BOARD; (3) MOTIONS TO AUTHORIZE THE EXPENDITURE OF FUNDS TO PURCHASE UPGRADES TO COMPUTER AUTOMATED DISPATCH SOFTWARE, TO ENGAGE ARCHITECTURAL SERVICES FOR THE BUILD-OUT OF A COMBINED DISPATCH CENTER WITHIN THE LA GRANGE POLICE STATION, AND TO PURCHASE EMERGENCY MEDICAL DISPATCH SOFTWARE; AND (4) AN ORDINANCE DECLARING CERTAIN VILLAGE PROPERTY AS SURPLUS FOR ASSIGNMENT AND USE BY THE COMBINED DISPATCH CENTER**

---

The Villages of La Grange, La Grange Park and Western Springs have been working collaboratively over the past five years in a concerted effort to share public safety services. After a compatibility study in 2010 to identify opportunities for shared public safety services and a technical study in 2013 focusing on public safety communications, the governing boards for each Village approved a resolution between May – June 2014 authorizing a design phase to outline the major elements of an intergovernmental agreement and to commence with the recruitment process for a Project Manager & Director for a joint police and fire dispatching center.

The three Villages hired Kimberly Knutsen as the Center's Project Manager and first Executive Director. Ms. Knutsen started her new position on June 1, 2015. Shortly thereafter, the three Villages entered into a letter agreement for the purpose of sharing in

the cost of the salary and benefits of the Executive Director and preliminary start-up costs in establishing a combined dispatch center.

We are now at a point in the transition process where a structure more formal than the existing letter of agreement is necessary in order to advance project implementation.

Attached for your consideration is a resolution approving and authorizing the execution of an Intergovernmental Agreement between the Villages of La Grange, La Grange Park and Western Springs to establish an intergovernmental cooperative venture to be known as the “Lyons Township Area Communications Center” (LTACC) for the operation and maintenance of a combined 911 dispatch and communication system for law enforcement, fire, ambulance and other emergency communication services.

The major provisions of the intergovernmental agreement are as follows:

1. The purpose, effective date, definitions and powers of the LTACC are established. LTACC will become a legal entity funded by each participating Village.
2. The duties and authority of the Executive Director are explained. The Executive Director will be the administrative head of the organization and will be responsible for the day-to-day operations of the Center.
3. A Board of Directors will be established consisting of the three Village Managers from each participating Village. The role of the Board of Directors will be to provide management oversight of the Center and to administer fiduciary responsibilities related to the efficient and effective existence of the intergovernmental cooperative.

A separate position of Treasurer will be created to manage the overall fiscal operations of the Center. Routine financial operations such as accounts payable and accounts receivable will be out-sourced.

4. An Operating Board will be established consisting of one (1) representative from the Police Department of each participating agency; one (1) representative from the Fire Department of each participating agency, and the Executive Director. The Operating Board will be responsible for the overall operations of the Center and to implement policy decisions made by the Board of Directors..
5. The Center will be funded in two different ways – operations and capital. Operational expenses will be funded based on call volume for Police and Fire. Capital expenses will be divided evenly among participating members. Existing equipment and software is either being re-used or upgraded to be as cost efficient as possible in establishing the Center.

6. Each individual Emergency Telephone System Board (ETSB) is to be dissolved and replaced with a Joint ETSB consisting of representatives from each participating Village. Any balance of funds remaining within the individual ETSBs will be deposited into the Joint ETSB Fund. Each participating Village will be credited that amount to offset other expenses related to the Center such as operating fees and capital assessments.
7. It is the intent of all three Villages to retain their existing dispatch teams and merge them into the Center, subject to successful completion of training requirements and proficiency with new equipment and procedures. Wages, benefits, seniority, hours of work and working conditions have yet to be determined, as well as final staffing levels. The agreement is incomplete on this matter, but will be amended at a future date to reflect the final disposition of these personnel items.
8. The agreement stipulates eligibility criteria and approval process for additional members.
9. The agreement stipulates the terms and conditions for withdrawal, termination and dissolution.
10. The primary dispatch center will be located at the La Grange Police Station, and the back-up dispatch center will be located at the Western Springs Police Station.
11. It is the intent of all three Villages to continue to provide dispatching and communication services at the new Center that currently exist at each individual facility (e.g. – overnight parking requests). In addition to merging these services, the Center will also provide residents among all three Villages with enhanced service in the form of “Emergency Medical Dispatch.”

In summary, while the agreement is largely complete as it relates to governance, structure and operations, several matters remain open. Those matters will be resolved over time as project implementation moves closer to project activation, which is anticipated to occur on or about October 1, 2016. Although the intergovernmental agreement will become effective upon adoption, as a practical matter, we will continue to operate as separate dispatch centers (status quo) until we get closer to October 2016. Each Village has acknowledged the need for the process to be flexible and that amendments to the Intergovernmental Agreement will be likely as milestone activities are coordinated and become operational on a consolidated basis.

There is another action associated with the Intergovernmental Agreement. It involves the adoption of an ordinance amending the La Grange Village Code to dissolve the La Grange Emergency Telephone System Board and to recognize the Village’s participation in a Joint Emergency Telephone System Board as created by the Intergovernmental Agreement. The proposed ordinance concerning this matter is attached for your consideration.

Michael Jurusik of Klein, Thorpe & Jenkins, Ltd. and Village Attorney for the Village of Western Springs has been providing legal services related to this project since 2014, and has created these documents for each Village.

Coincidental to the development of our intergovernmental cooperative venture, the State of Illinois approved legislation earlier this year which requires among other things, the consolidation of individual public safety communication centers which serve a population less than 25,000. So in addition to crafting the terms and conditions of an intergovernmental agreement satisfactory to the three participating Villages, we must also structure our intergovernmental agreement to comply with this new statute. Furthermore, the public act defers specific implementation requirements to an administrative rules committee. That committee has been meeting in earnest and new rules and clarification to those rules are being issued continuously.

Attorney Jurusik is putting forth his best effort to keep pace with the rule-making process. Consequently, it is possible that there may be conflicts between the Board Report and the attached intergovernmental agreement. Any dissonance between the self-governance expectations of the three participating Villages, the intergovernmental agreement and state statute will be resolved over time. Board action is being requested under these circumstances and at this time in order to file for State certification to be recognized as a new public safety communications center on or about January 1, 2016. An intergovernmental agreement is a pre-requisite to be considered for certification. The significance of the January 1, 2016 deadline is that it is when the first competitive grant cycle begins under the new State law. As we are in the development stage of creating a regional dispatch center, the thought process is that we should be at a strategic advantage in being awarded some level of grant funding for our venture project.

In addition to establishing a governmental structure for the combined dispatch center, we are seeking purchasing authority at this time for several major expenditures. They are as follows:

1. Upgrade to the existing CAD system that is currently in place at the Village of Western Springs. There is a 10-12 month lead time for this upgrade which is all encompassing and includes extensive provisioning for CAD, report writing, records management, GIS mapping, testing and training. This expenditure is necessary to create a single, uniform and data-driven platform for police, fire and communication services. The estimated cost is \$600,000 (or \$200,000 from each municipality). Attached as additional background information is Ms. Knutsen's recommendation to the LTACC Operations Board.
2. Ms. Knutsen has requested that funds in the total amount of \$85,000 (or \$28,300 from each municipality) be allocated for architectural and engineering services for the build-out of the new Center. While the existing dispatch space within the La Grange Police Station is workable, it is not efficient, work stations are not to scale

based on industry standards and the existing space does not provide room for growth and supervision. An initial assessment is to transpose the office space between the existing dispatch center and the parking and records divisions. Police Chief Strasser has reviewed this concept and has determined that the proposed reconfiguration will not adversely affect police operations. Attached as additional background information is Ms. Knutsen's recommendation to the LTACC Board of Directors.

3. The final purchase is Emergency Medical Dispatch software in the amount of \$45,600 (or \$15,300 for each Village). Attached as additional background information is Ms. Knutsen's recommendation to the LTACC Operations Board.

Sufficient funds are available in the Village's FY 2015-16 Equipment Replacement Fund (\$460,000) and ETSB Fund (working capital of approximately \$57,000) for La Grange's anticipated share of all three expenditures.

Finally, attached is an ordinance which declares certain Village property as surplus and assigns it for use by the combined dispatch center.

It is our recommendation that each of these action items be approved. Village Attorney Mark Burkland will supply the Village Board with the appropriate motion(s) at your meeting on Monday night.

**K T J**

KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law

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Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

mtjurusik@ktjlaw.com  
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15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

[www.ktjlaw.com](http://www.ktjlaw.com)

**MEMORANDUM**

**TO: President Thomas E. Livingston and Board of Trustees,  
Village of La Grange**

**President James Discipio and Board of Trustees,  
Village of La Grange Park**

**President William T. Rodeghier and Board of Trustees,  
Village of Western Springs**

**FROM: Michael T. Jurusik**

**DATE: November 4, 2015**

**RE: Intergovernmental Agreement for Lyons Township Area Communications  
Center ("LTACC")**

---

I have enclosed the following documents in regard to the above-referenced matter for your consideration and final action at an upcoming Village Board meeting(s):

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM (Village of La Grange, Cook County, Illinois).
2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM (Village of La Grange Park, Cook County, Illinois).
3. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM (Village of Western Springs, Cook County, Illinois).

4. AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM.
5. AN ORDINANCE AMENDING CHAPTER 33 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE TO DISSOLVE THE LA GRANGE EMERGENCY TELEPHONE SYSTEM BOARD AND TO RECOGNIZE THE VILLAGE OF LA GRANGE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE LYONS TOWNSHIP AREA COMMUNICATION CENTER.
6. AN ORDINANCE AMENDING TITLE 3 (ADMINISTRATION), CHAPTER 32 (BOARDS, COMMISSIONS AND COMMITTEES), SECTIONS 32.15 THROUGH 32.21 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE LA GRANGE PARK MUNICIPAL CODE TO DISSOLVE THE LA GRANGE PARK EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF LA GRANGE PARK'S PARTICIPATION IN A CONSOLIDATED JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE LYONS TOWNSHIP AREA COMMUNICATION CENTER
7. AN ORDINANCE AMENDING TITLE 2 (BOARDS AND COMMISSIONS), CHAPTER 9 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE TO DISSOLVE THE WESTERN SPRINGS EMERGENCY TELEPHONE SYSTEM BOARD AND TO RECOGNIZE THE VILLAGE OF WESTERN SPRINGS' PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE LYONS TOWNSHIP AREA COMMUNICATION CENTER.
8. Draft Illinois Municipal Retirement Fund ("IMRF") Resolution for La Grange (to be completed at a later date once additional information is available and then Village Board approval will be requested by LTACC).
9. Draft IMRF Resolution for La Grange Park (to be completed at a later date once additional information is available and then Village Board approval will be requested by LTACC).
10. Draft IMRF Resolution for Western Springs (to be completed at a later date once additional information is available and then Village Board approval will be requested by LTACC).

[NOTE: Once the ICC or the Illinois Department of State Police certifies LTACC, it will have to approve a similar IMRF Resolution.]

This Memorandum has been prepared with the understanding that a detailed explanation of the content of the enclosures is not necessary because the Village staff for each

of the Villages, on a periodic basis, have provided informational updates to each of the Village Boards.

**A brief summary of the consolidation steps necessary to establish the "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" ("LTACC") include:**

1. Adoption of the enclosed Resolutions approving the enclosed Intergovernmental Agreement. The IGA provides for the establishment, maintenance and operation of a consolidated 911 system to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the LTACC. The LTACC entity will be a separate legal entity, funded by the participating Villages and other units of local government served by the LTACC.
2. Adoption of the enclosed code amendment ordinances to eliminate the operation of the local emergency telephone system boards, as required by applicable State law. The IGA establishes a new "joint emergency telephone system board" (the "JETSB"), which takes the operational place of the three local emergency telephone system boards being eliminated.
3. Adoption of the enclosed Resolutions approving LTACC's participation in the IMRF, as required by applicable State law.
4. Application for and approval of regulatory certification to operate LTACC from the Illinois Commerce Commission ("ICC"). As of January 1, 2016, the Illinois Department of State Police ("IDSP") may take over the regulatory and certification approval process from the ICC, so the actual approval may come from the IDSP.

**The IGA contains the following major provisions:**

1. Article I (Lyons Township Area Communications Center Established). The Purpose, Effective Date, Definitions and Powers of LTACC are described.
2. Article II (Board of Directors). Membership on the Board of Directors (i.e., the three Village Managers) and its membership, meeting schedule, voting requirements and electronic participation are explained.
3. Article III (Powers of Board of Directors). Duties and authority are explained.
4. Article IV (Finances). Budget and other fiscal activities and operations of the LTACC are described.
5. Article V (Operating Board and Joint Emergency Telephone System Board). Membership, meeting schedule, duties and authority of the Operating Board and the Joint Emergency Telephone System Board are defined. Operating Board membership consists of one (1) representative from the police department of each Participating Agency, one (1) representative from the fire department of each Participating Agency, and two Village Managers. Joint Emergency Telephone System Board membership consists of the Operating Board members plus one (1) public member (per state law).
6. Article VI (Executive Director). Duties and authority of the Executive Director are explained.
7. Article VII (Personnel Matters). LTACC staffing levels and wages, health insurance benefits and such other employment benefits (e.g., Illinois Municipal Retirement Fund) payable to its employees are described.

8. Article VIII (Insurance). Minimum insurance coverages are defined.
9. Article IX (Additional Members). Eligibility criteria and membership approval process are explained.
10. Article X (Withdrawal, Termination And Dissolution). Terms and conditions for withdrawal from LTACC on a voluntary basis and on an involuntary basis are listed. A Dispute Resolution and Negotiation process is provided for, to resolve disputes and discourage litigation or participate in withdrawal.
11. Article XI (Contracts). Recognition of contracting authority.
12. Article XII (Dispatch Center And Facilities). The primary dispatch center will be located at the La Grange Police Station, and the alternate (backup) dispatch center will be located at the Western Springs Police Station. Under the IGA, the dispatching areas within the respective police stations will be leased to LTACC for nominal consideration. Training of LTACC dispatch personnel is discussed.
13. Article XIII (Indemnification). Mutual indemnification provisions apply to the Villages, the LTACC and any new members.
14. Article XIV (Public Works/ESDA/Administrative Dispatching). LTACC may be able to provide dispatching services for public works services, management services and/or administrative services.
15. Article XV (Lead Agency). LTACC can serve as lead agency for grant application and other intergovernmental purposes.
16. Article XVI (Miscellaneous). Boilerplate provisions.

If there are any questions, please feel free to contact me.

#### Enclosures

cc: Patrick R. Higgins, Village Manager (w/ encls.)  
Ingrid Velkme, Deputy Village Manager (w/ encls.)  
Pam Church, Director of Law Enforcement Services (w/ encls.)  
Pat Kenny, Director of Fire and Emergency Medical Services (w/ encls.)  
Elaine Haeske, Deputy Clerk (w/ encls.)  
Patrick Schramm, Director of IT (w/ encls.)  
Kimberly A. Knutsen, Executive Director of Proposed LTACC (w/ encls.)  
LTACC Working Group Members (w/ encls.)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO  
BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS  
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS  
THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION  
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

**(Village of La Grange, Cook County, Illinois)**

**WHEREAS**, the Village of La Grange, an Illinois municipal corporation ("La Grange"), the Village of La Grange Park, an Illinois municipal corporation ("La Grange Park"), and the Village of Western Springs, an Illinois municipal corporation ("Western Springs"), (collectively referred to as the "Participating Agencies" or "Parties"), desire to enter into an intergovernmental agreement, entitled "Intergovernmental Agreement Entered Into By The Villages Of La Grange, La Grange Park And Western Springs To Establish An Intergovernmental Cooperative Venture Known As The 'Lyons Township Area Communications Center' For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "Agreement" or "IGA"), for the purpose of establishing an intergovernmental cooperative venture known as the "Lyons Township Area Communications Center" (also referred to as "LTACC") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") that will service each of the Participating Agencies. A copy of the IGA is attached to this Resolution as Exhibit "A" and made a part hereof; and

**WHEREAS**, the general purpose of the IGA is to provide for the joint establishment, maintenance and operation of the System to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the LTACC (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the LTACC; and

**WHEREAS**, in order to participate in the LTACC, the Corporate Authorities of each of the Participating Agencies are required to vote in favor of the attached IGA by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

**WHEREAS**, the Corporate Authorities of the Village of La Grange, Cook County, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate in and receive the benefits of the Services to be provided by LTACC; and

**WHEREAS**, the Corporate Authorities of each of the Participating Agencies are authorized to approve and enter into the IGA under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the

Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)) to approve and enter into the IGA.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF LA GRANGE, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The Corporate Authorities of the Village of La Grange, Cook County, Illinois approve and authorize the execution of the attached "Intergovernmental Agreement Entered Into By The Villages Of La Grange, La Grange Park And Western Springs To Establish An Intergovernmental Cooperative Venture Known As The 'Lyons Township Area Communications Center' For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "Agreement" or "IGA") (Exhibit "A"). In addition, the Corporate Authorities authorize and direct the Village President and Village Clerk, or their designees, to execute and submit signed original signature pages for the IGA, certified copies of this Resolution and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. The Village Clerk shall transmit signed original signature pages for the IGA and certified copies of this Resolution to the presiding officers of the other Participating Agencies within ten (10) calendar days of approval of this Resolution.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Village President of the Village of La Grange, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Thomas E. Livingston, Village President

**ATTEST:**

\_\_\_\_\_  
John Burns, Village Clerk

**EXHIBIT "A"**

**INTERGOVERNMENTAL AGREEMENT ENTERED INTO  
BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS  
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS  
THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION  
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(attached)



## DRAFT

**INTERGOVERNMENTAL AGREEMENT ENTERED INTO  
BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS  
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS  
THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION  
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into on the Effective Date hereinafter set forth, by the Village of La Grange, an Illinois municipal corporation ("La Grange"), the Village of La Grange Park, an Illinois municipal corporation ("La Grange Park"), and the Village of Western Springs, an Illinois municipal corporation ("Western Springs"), (collectively referred to as the "Participating Agencies" or "Parties"), to provide for the establishment of an intergovernmental cooperative venture known as the "Lyons Township Area Communications Center" (also referred to as "LTACC") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)).

**RECITALS**

**WHEREAS**, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies; and

**WHEREAS**, the Participating Agencies have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 220/1 *et seq.* of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

**WHEREAS**, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"); and

**WHEREAS**, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by

Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-1 services and wireless E-9-1-1 services. The new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006, authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board (“JETSBB”), provided that the local Emergency Telephone System Boards (“ETSB”) are terminated by ordinances that rescind their establishment, authority and operational functions. As part of the approval of this Agreement, the Participating Agencies are following the recommendation of its consultant (AECOM Technical Services), who prepared a feasibility study and report entitled “Solutions Proposal For West Suburban Public Safety Dispatch Consolidation Study for Villages of La Grange, La Grange Park and Western Springs” and dated August 17, 2012, in regard to consolidation of their 9-1-1 dispatch systems and agree to adopt rescinding ordinances that eliminate the establishment, authority and operational functions of their respective ETSBs, subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2015/2016/2017 ETSB budgets. The Parties, in their discretion, may allocate none, all or a portion of their own surcharge funds to the LTACC in accordance with the terms of this Agreement; and

**WHEREAS**, it is the desire of the Participating Agencies to jointly establish, maintain and operate the System for the purpose of providing communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the LTACC (the “Services”); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the LTACC; and

**WHEREAS**, the respective Corporate Authorities of the Participating Agencies have authorized and directed the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participating Agencies as follows:

**ARTICLE I**  
**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER ESTABLISHED**

**1.0. Creation; Purpose; Incorporation of Recitals.**

The Participating Agencies establish an intergovernmental cooperative venture known as the “LTACC” for the operation and maintenance of the System, for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its members; and (2) the implementation of this Agreement. LTACC shall be considered a “public safety agency” as defined at Section 2.02 of the Emergency Telephone System Act (50 ILCS 750/2.02).

The foregoing Recitals are a material part of this Agreement and are incorporated in this Section as if they were fully set forth herein.

### 1.1. Effective Date.

This Agreement shall be effective only after each of the Initial Participating Agencies (defined below) has properly and legally passed, approved and published in pamphlet form a resolution, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. This Agreement shall be deemed null and void and not binding upon any Party if the Villages of La Grange, La Grange Park and Western Springs have not all passed and approved an authorizing resolution necessary to approve of this Agreement by December 31, 2015. This Agreement shall be binding only on those Participating Agencies that adopt an approving resolution and execute this Agreement. As part of the approval of this Agreement, each Participating Agency shall deliver to all other Participating Agencies a certified copy of a duly enacted resolution authorizing and directing the execution of this Agreement, as well as a signed signature page of this Agreement. The "Effective Date" of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement.

### 1.2. Definitions. The following terms shall be defined as follows:

**Annual Budget means:** The Budget adopted annually that provides for the annual operations, maintenance and capital needs of LTACC to operate the System and includes the Capital Budget and the Operating Budget.

**Annual Operating Costs means:** Costs relating to the operations of the System and the LTACC, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.

**Annual Service Fees means:** On an annual basis, the Board of Directors, in its sole discretion, shall establish one or more levels of Annual Service Fees payable by each Participating Agency. The Annual Service Fees shall be paid to the LTACC annually in equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the LTACC. The Annual Service Fees shall be based on a formula that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies and one or more other levels of Annual Service Fees and additional other charges payable by other members who do not participate at the same level as the Initial Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the LTACC pursuant to a service agreement.

**Capital Budget means:** The portion of the Annual Budget that provides for the annual capital needs of LTACC to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the LTACC dispatch operations and personnel.

**Capital Equipment Fund means:** The Fund that LTACC shall maintain to hold funds for the purpose of purchasing or acquiring capital equipment for use by LTACC.

**Capital Implementation Budget means:** A budget that identifies and provides for all initial start-up costs related to the buildings, equipment and implementation of the System.

**Capital Implementation Costs means:** Any costs related to the start-up of the System, including any acquisition and maintenance, upgrades, repair or replacement of the System or portions thereof such as equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the LTACC dispatch operations and personnel.

**Capital Cost means:** Any costs related to the maintenance, upgrades, repair or replacement of the System or portions thereof, such as any equipment, technology (software, hardware, computers, servers,

etc.) and improvements to the buildings that house the System and the LTACC dispatch operations and personnel.

**Dispatch and Communication System (“System”) means:** A centralized, combined emergency services dispatch and communication system.

**Dispatch Services means:** The transmitting or receiving of communications requesting emergency response and management services and police protection/fire protection/emergency medical and ambulance services by LTACC dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

**Emergency Telephone System Fund means:** The Fund that LTACC shall maintain to receive surcharge monies collected by the Participating Agencies for use and expenditure only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended.

**Initial Participating Agencies means:** The Village of La Grange, the Village of La Grange Park and the Village of Western Springs, who were the first municipalities to approve this Agreement.

**Non-Refundable Capital and Operating Participation Fee means:** The fee payable by each Participating Agency as a condition of membership in LTACC that covers a portion of the Capital Costs incurred in the establishment of LTACC and a portion of the ongoing Operating Costs of LTACC that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director (as defined in Article VI below), any LTACC-retained consultant and/or LTACC’s auditor. For the Initial Participating Agencies, this Non-Refundable Capital and Operating Participation Fee shall consist of the initial contributions, and any supplemental contributions (See Section 4.8(B) below), by each Participating Agency to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

**Participating Agency (or Participating Agencies) means:** Any municipality, fire protection district or unit of local government that agrees to participate in LTACC by approving this Agreement, as amended, and has been accepted and authorized to participate in LTACC in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Agency, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

**Non-Member means:** Any municipality, fire protection district, unit of local government, other person or private or public entity that receives certain Services from LTACC pursuant to a service agreement. A majority vote by the Board of Directors holding office is required to approve a service agreement to compensate the LTACC for the provision of certain Services to a Non-Member. LTACC may, but is not obligated to, provide certain fire, EMS, law enforcement communication, and other contractual services to Non-Members.

**Operating Budget means:** The portion of the Annual Budget that provides for the annual operating needs and expenses of LTACC to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.

**Operating Costs means:** Any costs incurred by LTACC related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.

**Start-Up Operating Budget means:** A budget that identifies and provides for all initial start-up costs related to the operations of the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

**Start-Up Operating Costs means:** Any initial start-up costs related to the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

**Recapture Fee means:** The fee, determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor, shall be paid by any withdrawing or terminated Participating Agency to reimburse the other Participating Agencies for all incurred but unpaid or to be incurred debt service payments relating to LTACC, incurred but unpaid or to be incurred Operating Costs, and unamortized Capital Costs incurred or paid for by LTACC. These Capital Costs include, but are not limited to, any type of LTACC-related improvements to the buildings or structures owned by the withdrawing or terminated Participating Agency that were used by LTACC or capital equipment incorporated into the buildings or structures that were part of LTACC's System and those improvements will no longer be available to LTACC or the other Participating Agencies after the Participating Agency withdraws from or terminates its participation in LTACC, or upon dissolution of LTACC or the termination of this Agreement. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Agencies who are obligated to pay part of the debt obligations of LTACC during their time with LTACC, who have received Services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the expense of LTACC, and then, upon withdrawal from or dissolution of LTACC or termination of this Agreement, those Participating Agencies retain the value of such improvements.

**Reserve Fund means:** The monies retained by LTACC in an account that equals a certain percentage of the typical Annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for salaries, operating expenses and other lawful purposes of LTACC in emergency or special circumstances. As part of its fiscal policies, the Board of Directors, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor.

## ARTICLE II BOARD OF DIRECTORS

### 2.0. Composition.

There is established a three (3) member Board of Directors of LTACC (the "Board"), which shall consist of the three (3) Village Managers (or Chief Administrative Officers) of each Initial Participating Agency, or his/her designee. The eligible designees shall be designated for each respective Participating Agency, in writing, by each of the Village Managers or Chief Administrative Officers of the Participating Agencies. As additional Participating Agencies are approved for membership to LTACC, their Village Manager (or Administrator or person holding the equivalent administrative management position) shall join the Board of Directors.

### 2.1. Chair, Vice-Chair and Secretary.

Based on the rotation provided for below, the Board shall, at its initial meeting and thereafter at its annual meeting, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed at the next annual meeting. At its initial meeting, and thereafter at its annual meeting, the Board shall also appoint one of its members to serve as the Vice-Chair. The Chair shall preside over all meetings

of the Board and shall have such powers as are conferred upon him/her by the Board and this Agreement. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting.

The Village Managers (or Chief Administrative Officers), or their designees, shall serve as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first year)	La Grange Park
2nd Chair appointment (second year)	Western Springs
3rd Chair appointment (third year)	La Grange
4th Chair appointment (fourth year)	La Grange Park (or a new Participating Agency)

If another Participating Agency joins LTACC, its name shall be inserted at the end of the above rotating list, or as determined by the Board. The Village Manager (or Chief Administrative Officer), or his/her designee, of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list has served as Chair at least one time. When the Village Manager (or Chief Administrative Officer), or his/her designee, of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list. The Secretary to the Board shall be the Executive Director, or his/her designee, and shall:

- A. Take and keep the minutes of the Board meetings in a binder provided for that purpose; and
- B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and
- C. Be custodian of the records of LTACC and perform all duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board of Directors; and
- D. Serve as one of the designated Freedom of Information Officers for LTACC; and
- E. Perform the above duties in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) (the "OMA").

In the absence of the Secretary or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

## **2.2. Meetings of the Board of Directors.**

- A. The Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting, at which time the Chair and Vice-Chair shall be appointed. Other business may also be considered at the annual meeting. The Board shall meet at least once each year, or more frequently as deemed necessary by the Board.
- B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board

may be called by the Chair or a majority of a quorum of the members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

- C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.
- D. No Board member shall receive any compensation for serving as a Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

### **2.3. Quorum.**

A quorum for the transaction of all business by the Board shall consist of a majority of the Board.

### **2.4. Voting Requirements.**

Except as otherwise provided for in this Agreement, a majority vote of the Board shall be necessary for the Board to act. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible member may vote on matters while in compliance with the electronic participation rules below. If any Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Board, then the Participating Agency shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board until a successor is duly appointed and qualified.

### **2.5. Electronic Participation in Meetings.**

In accordance with the OMA, members of the Board and the Operating Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

#### **2.5.1. Rules and Procedures.**

- A. **Definitions.** The definitions of the terms "meeting," "public body," "other means," "quorum" or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.
- B. **OMA Compliance.** The Board and the Operating Board must comply with all of the applicable requirements of the OMA, as amended.
- C. **Quorum.** The Board and the Operating Board are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.

D. **Meeting Minutes.** Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.

E. **Electronic Attendance and Participation.** As stated in the OMA, provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board and the Operating Board may only attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:

- (1) personal illness or disability; or
- (2) employment purposes or the business of the public body; or
- (3) a family emergency or other emergency.

Where a member of the Board or the Operating Board is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

## 2.6. **By-laws.**

A set of By-laws may be prepared and approved by the Board of Directors, after recommendation from the Executive Director and the Operating Board, which will provide additional direction and detail in regard to the governance of the LTACC. If adopted, the By-laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-laws being placed on file with the Secretary.

## ARTICLE III POWERS OF THE BOARD OF DIRECTORS

### 3.0. **Powers.**

- A. The Board shall have all powers that are necessary or incidental to the establishment and operation of joint emergency dispatch and communications center(s) serving each of the Participating Agencies, including, but not limited to:

- (1) All powers conferred upon Emergency Telephone System Boards under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations;
- (2) The Board shall determine and approve the general policies for LTACC and may adopt a set of By-laws for LTACC, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (3) The Board shall approve any new members to LTACC by a two-thirds (2/3rds) vote;
- (4) Receiving monies from any revenue source authorized by any federal or State law or any surcharge imposed by LTACC or any one of the Participating Agencies pursuant to applicable local, county, state or federal laws, the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes;
- (5) Authorization to spend the revenue and surcharge funds in accordance with applicable local, county, state or federal laws, Section 15.4 of the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes;
- (6) The purchase or lease or use of facilities for the Services to be provided under this Agreement, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (7) The hiring, directing, compensation, discipline and termination of an Executive Director whenever, in its judgment, the best interests of LTACC would be served thereby;
- (8) Approval of the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, including a salary and benefits plan for all LTACC personnel, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, and use of surcharge funds and wireless surcharge funds for the implementation and operation of the LTACC System by a two-thirds (2/3rds) vote of the Board, with prior consideration of recommendations from the Operating Board and the Executive Director;

- (9) Reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, based on the recommendations from the Operating Board and the Executive Director;
- (10) Determine and approve all the contributions due from all the Participating Agencies relative to the Start-Up Operating Budget, the Capital Implementation Budget, the Annual Budget, the non-refundable Capital and Operating Participation Fee and the Recapture Fee, and determine and approve any payments owed to any Participating Agency (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (11) Approve increases in any Capital Budget or Operating Budget that are attached to this Agreement or have otherwise been approved by the Board, as well as any increased contributions resulting from any increase in Capital Budget or Operating Budget, by a two-thirds (2/3rds) vote of the Board, when deemed necessary to further the purposes of the System, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (12) Determine and approve any revisions in the data used or the methodology for calculating each Participating Agency's share of LTACC's Annual Operating Costs, and the non-refundable Capital and Operating Participation Fee, when authorized by the terms of this Agreement by a two-thirds (2/3rds) vote of the Board, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (13) Approve five-year projection reports of capital equipment needs and costs and Operating Costs by a two-thirds (2/3rds) vote of the Board, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (14) Contract with other entities, organizations or units of government, including "Non-Members" of LTACC, for the use of LTACC facilities, equipment and Services and to approve appropriate rules and charges therefore, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (15) In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it;

- (16) Contract for the purchase of insurance and employee benefits, and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement;
  - (17) Enter into contracts with collective bargaining units or organizations relative to the employment of dispatch personnel and other LTACC employees;
  - (18) The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/.01 *et seq.*), including any future amendments to said statute, relative to matters contained in the Annual Budget; and
  - (19) Contracting with consultants, auditors and attorneys relative to LTACC matters as provided for in the Annual Budget.
- B. The Board shall, in all cases, exercise its powers in a manner that complies with this Agreement and all applicable laws, including compliance with all registrations and certifications required by the Illinois Commerce Commission, and, after January 1, 2016, as required by the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police, and any subsequent amendments to said laws or regulations.

**3.1. Prohibited Actions.**

LTACC shall not have the power of eminent domain or the power to levy taxes.

**ARTICLE IV  
FINANCES**

**4.1. Fiscal Year.**

LTACC's fiscal year shall be from May 1st to April 30th of the next year.

**4.2. Start-Up Operating Budget.**

The Start-Up Operating Budget for the initial Start-up Operating Costs related to the operation of the Dispatch and Communication System ("System"), as contemplated by this Agreement, is set forth in Exhibit "A" attached to and made a part of this Agreement. The Board shall undertake their best efforts to establish the System serving the Participating Agencies at the earliest feasible date after the approval of this Agreement.

**4.2.1.** The amounts due pursuant to this Subsection from each Participating Agency shall be payable to LTACC on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event LTACC provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of LTACC's Start-Up Operating Budget shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.

#### 4.3. Capital Implementation Budget.

The Capital Implementation Budget for the initial Capital Implementation Costs related to the buildings, equipment and implementation of the System, as contemplated by this Agreement, is set forth in Exhibit "B" attached to and made a part of this Agreement. The amounts due pursuant to this Section from each Participating Agency shall be payable to LTACC on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event LTACC provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of LTACC's Capital Implementation Budget shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.

#### 4.4. Allocation of Capital Implementation Costs.

- A. The Capital Implementation Costs as outlined in the Capital Implementation Budget (Exhibit "B") shall be equally split between the Participating Agencies, unless otherwise determined by the Board. Each Participating Agency shall make its payment to LTACC on a date determined by the Board.
- B. If, after the date upon which the System serving the Participating Agencies is operational, there exists unspent funds in the Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund or as otherwise directed by the Board.

#### 4.5. Capital Equipment Fund.

- A. There shall be created a Capital Equipment Fund for the purpose of meeting the future Capital Equipment needs of LTACC. The Capital Equipment Fund shall only be used to pay Capital Costs and not be used to pay for Operating Costs. In the event of a dispute as to whether a cost is an Operating Cost or a Capital Cost, the dispute shall be decided by a majority of the Board. Based upon input from the Executive Director and the Operating Board, the Board shall, by a two-thirds (2/3rds) vote, approve a five-year projection of capital equipment needs and anticipated costs ("**Five Year Capital Equipment Plan**") on an annual basis. The funding for the Five Year Capital Equipment Plan and the Capital Equipment Fund shall be chargeable to the Participating Agencies on an annual or periodic basis, as determined by the Board, and the funding allocation formula shall be pro-rated among them based on the Annual Operating Costs Allocation Formula set forth below at Subsection 4.6.C.
- B. Each approved Five Year Capital Equipment Plan and the Board's annual determination of the amounts due for the Capital Equipment Fund from each Participating Agency shall be forwarded to the Mayor/President of each Participating Agency immediately upon its approval by the Board.

#### 4.6. Allocation of Annual Operating Costs.

- A. **Initial Annual Operating Costs Allocation Formula.** For the period from the effective date of this Agreement to the end of the first full fiscal year, the percentage allocation of LTACC's "Annual Operating Costs" to each Participating Agency shall generally be determined by averaging the following percentages for each Participating Agency:

- (1) The percentage number equal to the number of Fire Department/EMS calls received by each Participating Agency divided by the total number of Fire Department/EMS calls received by all the Participating Agencies for the last quarter of 2014; and
  - (2) The percentage number equal to the number of full-time equivalent sworn police officers for each Participating Agency divided by the total number of full-time equivalent sworn police officers for all the Participating Agencies for the last quarter of 2014.
- B. **A “Start-Up Operating Budget”** for the period from the inception of this Agreement to the end of the first fiscal year is attached as Exhibit “A” to this Agreement. This Exhibit includes a chart establishing the respective contribution amounts due for each Participating Agency and includes the amount of each Participating Agency’s contribution(s), which amounts are based on each Participating Agency contributing an equal share. In the event the number of Participating Agencies changes prior to the end of the first fiscal year, or in the event LTACC provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency’s percentage share of LTACC’s Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.
- C. **Annual Operating Costs Allocation Formula.** Subject to Section 4.8. below, for the second full fiscal year beginning May 1, 2017 through April 30, 2018, and all subsequent fiscal years, the percentage of LTACC’s total Annual Operating Costs chargeable to each Participating Agency will be based on:

The ratio of the total number of fire department/EMS and police calls received for each Participating Agency to the total number of fire department/EMS and police calls received by LTACC for the previous fiscal year.

In the event the number of Participating Agencies changes, or in the event LTACC provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency’s percentage share of LTACC’s Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.

#### **4.7. Annual Budget.**

The Board of Directors shall adopt an Annual Budget for the upcoming fiscal year at its April meeting each year. In addition, the Annual Budget process shall be handled as follows:

- A. The Executive Director shall prepare a proposed Annual Budget for the Board of Directors to review at the Board’s January meeting each year. Copies of the proposed

Annual Budget shall be delivered to each of the Directors at least five (5) calendar days in advance of the January meeting.

- B. The Board of Directors shall review the proposed Annual Budget and direct the Executive Director to make such modifications as the Board deems proper and advisable.

#### **4.8. Establishment of Fees, Annual Service Fees and Cost-Sharing.**

Subject to Sections 4.3., 4.4., 4.5. and 4.6. above, the Board of Directors, in its sole discretion, shall annually establish one or more levels of Annual Service Fees payable by each Participating Agency and any Non-Members. Subject to compliance with the Annual Cost Allocation Formulas of Sections 4.3., 4.4., 4.5. and 4.6. above, the Annual Service Fees shall be based on a formula(s) that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies, and one or more other levels of Annual Service Fees and additional other charges payable by the Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the LTACC pursuant to a service agreement.

- A. Cost-Sharing. Upon approval of the Annual Budget, the Board of Directors shall have the authority to fix cost-sharing charges for all Participating Agencies and Non-Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term capital costs and long-term operating costs and any other activities of the LTACC will be cost-shared by the Participating Agencies, based on one or more formulas as set forth in this Agreement or as determined by the Board of Directors, with input from the Executive Director, any LTACC-retained consultant and/or LTACC's auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.
- B. Supplemental Fees. If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the LTACC's matching portion of a grant) of the LTACC, all Participating Agencies and Non-Members shall be obligated to timely pay any supplemental fees assessed by the LTACC as determined by the Board of Directors.
- C. Additional Costs. Whenever a Participating Agency or a Non-Member relocates its communication equipment and/or the communication equipment of the LTACC to another location, and/or adds additional communication equipment to the Participating Agency's or Non-Member's communication system, thereby increasing the LTACC's responsibilities, obligations or costs, any and all additional costs incurred by the LTACC as a result of the aforesaid relocation of communication equipment to the Participating Agency's or Non-Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Participating Agency or Non-Member. No Participating Agency or Non-Member of the LTACC shall relocate the equipment or property of the LTACC, or by any means increase the LTACC's annual capital costs or annual operational costs or long-term capital costs or long-term operating costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the LTACC for the purchase of new or additional equipment or technology, without first obtaining authorization from the LTACC's Board of Directors

to relocate the LTACC's equipment and property and/or increase the LTACC's capital or operating costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired in accordance with this Agreement shall become the equipment/property of the LTACC, notwithstanding the fact that the existing Participating Agency or a Non-Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board of Directors, the LTACC shall pay the costs of maintaining the equipment/property once it is purchased and installed.

- D. Payment Due Date; Billing. The payment of Annual Service Fees shall be paid to the LTACC annually in four equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the LTACC. Payment terms for the Annual Service Fees of each Non-Member, and any other fees and costs, shall be determined by the Board of Directors. The Executive Director will be responsible for issuing billing statements to all members and Non-Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Executive Director. In the event the number of Participating Agencies changes, or in the event LTACC provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of LTACC's Annual Operating Costs and Annual Capital Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.
- E. Payment of Fees. Continued membership in the LTACC shall be contingent upon the payment by each Participating Agency of its established, mandatory Annual Service Fees and any additional fees and charges that may be established by the Board of Directors. Each Participating Agency and Non-Member shall take all required actions to authorize the timely payment of its Annual Service Fees and other required fees, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet its shared cost obligations under this Agreement, any addendum or service agreement.
- F. Delinquent Account; Payment. Any Participating Agency or Non-Member whose allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).
- G. Delinquent Account; Voting and Participation. Any Participating Agency who is delinquent in paying any uncontested Annual Service Fees and other required fees shall not be entitled to further voting privileges on the Board of Directors, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Agency is also subject to the removal provisions set forth in Article VII (Personnel Matters) below.
- H. Expenses per the Annual Budget. After adoption of the Annual Budget by the Board of Directors, the Executive Director shall make expenditures in accordance with such

Budget, subject to the provisions of this Agreement and any approved fiscal and investment policies.

**4.9. Treasurer.**

- A. Upon approval by the Board of Directors, the treasurer, the chief financial officer, the finance director or any of their functional equivalents of La Grange, La Grange Park or Western Springs shall serve as the treasurer of LTACC for a three year term ("Treasurer"). The Treasurer shall have no voting authority on matters regarding the LTACC and shall receive no additional salary or compensation for Services provided to the LTACC, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Agency that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.
- B. Duties. The Treasurer shall:
- (1) Be the custodian of all LTACC funds.
  - (2) Provide on-going counseling to the Board of Directors, the Executive Director and the Operating Board in matters of fiscal policy and fiscal administration of the LTACC.
  - (3) Make recommendations on investment policies and practices to the Board of Directors and the Executive Director.
  - (4) Act as one of the required signatories of all of the LTACC's bank accounts, checks and investment instruments.
  - (5) Provide a bond in the amount of \$250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board of Directors shall determine. The LTACC shall pay the bond premium.
  - (6) Assist the Executive Director with the preparation of the Annual Budget, and the operating and capital budgets and financial reports.
  - (7) Assist the Executive Director with the preparation and handling of requests for proposals for financial consultants and provide recommendations to the Board of Directors and the Executive Director for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the LTACC.
- C. Financial Reports and Warrant List. The Treasurer shall provide to the Board of Directors, the Operating Board and the Executive Director a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board of Directors. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board of Directors.
- D. Financial Operations. All other necessary financial operations, including but not limited to accounting, accounts payable, and payroll, shall be either outsourced to a third party contractor or handled by a designated LTACC employee approved by the Board of Directors, with input by the Treasurer and the Executive Director.

E. Funds on Deposit. All monies received by LTACC shall be deposited into one or more bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board or the Executive Director consistent with his/her limited spending authority. All monies received by LTACC pursuant to a surcharge imposed by the Participating Agencies under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by LTACC pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. All monies received by LTACC pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) shall be deposited into a separate interest-bearing Wireless Service Emergency Fund account at a bank designated by the Board. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund or the Wireless Service Emergency Fund, except upon direction of the Board. All expenditures from the Emergency Telephone System Fund shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund shall only be made to pay for the costs permitted by the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*). All monies received by LTACC pursuant to any surcharge (or similar revenue stream authorized by law) collected by the LTACC under applicable federal or State law shall be retained and spent in accordance with applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

#### **4.10. Donated Personal Property and Services.**

If any Participating Agency makes a donation of personal property or services to LTACC and the Board of LTACC, in its sole discretion, accepts said donation, then the donating Participating Agency may receive a credit against any amounts it owes under Section 4.5. (Capital Equipment Fund) of this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated personal property is successfully installed or received and determined to be operational; or (b) the donated services are performed. This subsection does not apply to the donation of initial start-up personal property and services by the Initial Participating Agencies.

#### **4.11. Allocation of Costs and Responsibilities for LTACC Equipment and Property and Participating Agency Equipment and Property.**

The respective Participating Agencies agree to convey title and LTACC agrees to assume ownership and responsibility for acquiring and maintaining certain equipment and personal property that will be used directly or indirectly in the operation of the System, as set forth on the Equipment Inventory and Personal Property Chart attached hereto as Exhibit "C" and made a part hereof. In the event that certain equipment or property is not listed on the attached Chart, LTACC shall assume ownership and responsibility for acquiring and maintaining such equipment and personal property at the time that the Participating Agency makes the equipment or personal property available for use by LTACC. One or more bills of sale executed by the Participating Agency and LTACC shall be used to confirm the conveyance of ownership of all such equipment and personal property referenced above.

#### 4.12. Credit for Surcharge Payments.

- A. **Emergency Telephone System Fund.** Subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2015/2016/2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (“Surcharge Funds”) to LTACC for use by LTACC for allowable purposes under the Emergency Telephone System Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the deposit of its Surcharge Funds into LTACC’s Emergency Telephone System Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Surcharge Funds deposited into LTACC’s Emergency Telephone System Fund shall be used in compliance with Subsection 15.4(c) of the Emergency Telephone System Act, as amended, or other applicable laws. Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Emergency Telephone System Act and the Participating Agency’s ordinances. The term “Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Emergency Telephone System Act.
- B. **Wireless Service Emergency Fund.** Subject to each Participating Agency using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their current 2015/2016/2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) (collectively “Wireless Surcharge Funds”) to LTACC for use by LTACC for allowable purposes under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the deposit of its Wireless Surcharge Funds into LTACC’s Wireless Emergency Telephone System Fund or its Prepaid Wireless 9-1-1 Surcharge Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Wireless Surcharge Funds deposited into LTACC’s Wireless Emergency Telephone System Fund and the Prepaid Wireless 9-1-1 Surcharge Fund shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Agency’s ordinances. The term “Wireless Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

- C. **Authorization to Spend Surcharge Funds and Wireless Surcharge Funds.** Until the JETSB is formally certified by the ICC or the Illinois Department of State Police, each Participating Agency's local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Agencies, as required by the Emergency Telephone System Act. Once certified, the JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Agency in accordance with the applicable laws noted above in this Section 4.12, and shall expend each Participating Agency's local ETSB funds on behalf of each Participating Agency consistent with the budgeted items or obligations that exist in their respective current 2015/2016/2017 ETSB budgets. Subject to Subsection 4.12(A and B) above, the balance of such funds shall be paid over to the LTACC's Emergency Telephone System Fund and LTACC's Wireless Emergency Telephone System Fund for use by the LTACC for allowable purposes under applicable laws.

#### **4.13. Audits.**

The Board shall cause an annual audit of the financial affairs of LTACC to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/1 *et seq.*). The Treasurer shall ensure that the LTACC complies with annual audit filing requirements of the Illinois State Comptroller's Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Agency within thirty (30) calendar days of receipt by the LTACC.

#### **4.14. Fiscal Policies.**

The Board of Directors may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures.

#### **4.15. Procurement Policy.**

Purchases and/or letting contracts shall be done in accordance with this Agreement, applicable federal and State law, and any procurement policy and guidelines adopted by the Board of Directors.

#### **4.16. Authorized Signatories.**

The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the LTACC maintains accounts: (1) Chair of the Board of Directors; (2) Vice-Chair of the Board of Directors; (3) Executive Director; and (4) Treasurer. There shall be a "two signatory requirement" policy for authorizing any transfer and withdrawal of LTACC funds or executing any checks or other instruments that draw LTACC funds out of any bank, title or trust companies, depositories or other financial institution at which the LTACC maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals.

**4.17. Contract Signatories.**

The Board of Directors may authorize, by motion, resolution or ordinance, and approved at a public meeting, any officer or agent, other than the Chair and Vice-Chair, to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the LTACC. Such authority may be general or confined to specific Board-approved instances.

**4.18. Loans.**

No loans shall be procured on behalf of the LTACC and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

**4.19. Termination of Operation of Local Emergency Telephone System Board by Participating Agencies.**

In accordance with 50 ILCS 750/15.4(e), as a condition of approval of and participation under this Agreement, each Participating Agency shall no longer continue to operate its local ETSB and shall adopt an ordinance that provides for the termination of its local ETSB, effective only upon the creation of the LTACC and the regulatory approval of the LTACC and LTACC's JETSB by the ICC or the 9-1-1 Administrator.

**ARTICLE V  
OPERATING BOARD AND JETSB**

**5.0. Composition – Operating Board.**

There is established an Operating Board of the LTACC, which shall be organized and consist of the following voting representatives: (1) one (1) representative from the police department of each Participating Agency; (2) one (1) representative from the fire department of each Participating Agency; and (3) two (2) members of the Board of Directors. The initial two (2) members of the Board of Directors shall serve staggered terms, with one (1) of the Board of Directors serving a one (1) year term and the second Board of Director serving a two (2) year term. Thereafter, each member of the Board of Directors shall serve for a two (2) year term. The members of the Board of Directors shall take turns serving on the Operating Board on a rotating basis that follows the inverse order for selection of the Operating Board Chair as set forth below. The representatives from each fire department and each police department of each Participating Agency shall not have a defined term, but may be replaced by the corporate authorities of the respective Participating Agency in accordance with applicable state law (See, 50 ILCS 750/4). Each Participating Agency (through its corporate authorities) shall designate its police department and fire department representatives, and one (1) set of alternate representatives, in a written communication from the Village Manager, and forward said communication to the Board of Directors and the Executive Director. The designated public safety representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above. The Operating Board shall meet on a monthly basis, or more frequently, if necessary.

One (1) member of the Operating Board shall be appointed by the remainder of the Operating Board to serve as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first year)

La Grange

2nd Chair appointment (second year)	La Grange Park
3rd Chair appointment (third year)	Western Springs
4th Chair appointment (fourth year)	La Grange (or a new Participating Agency)

If another Participating Agency joins LTACC, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list have served as Chair at least one time. When one of the representatives of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list.

**5.0.1. Composition – Joint Emergency Telephone System Board.** The members of the Operating Board shall also serve as members of LTACC’s Joint Emergency Telephone System Board (“JETSBS”), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*). The JETSBS shall be organized and governed as set forth in below in Subsections 5.1 through 5.4. The statutory powers and duties of the JETSBS are set forth in the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), and the JETSBS shall comply with applicable laws and the LTACC procurement policy in regard to its expenditures of the Surcharge Funds and any other funds that are within its statutory jurisdiction. The Operating Board shall appoint one (1) public member to the JETSBS, who shall meet the eligibility criteria of the Emergency Telephone System Act (50 ILCS 750/4) (as of the effective date of this Agreement: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the LTACC). The public member: (a) shall be appointed for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; (c) may be an employee of any of the Participating Agencies; and (d) shall not be an employee of the same Participating Agency as either of the members of the Board of Directors who are then serving on the Operating Board.

**5.1. Chair, Vice-Chair and Secretary.**

The Operating Board shall, at its initial meeting and thereafter at its annual meeting, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed at the next annual meeting. At its initial meeting and thereafter at its annual meeting, the Board shall also appoint one of its members to serve as the Vice-Chair. The Chair shall preside over all meetings of the Operating Board. In the absence of the Chair or in the event of the Chair’s refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Operating Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting. The Executive Director, or his/her designee, shall serve as Secretary to the Operating Board and shall:

- A. Take and keep the minutes of the meetings in a binder provided for that purpose;
- B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;
- C. Be custodian of the records of the Operating Board and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned;
- D. Serve as one of the designated Freedom of Information Officers for LTACC; and

- E. Perform the above duties in accordance with the OMA.

In the absence of the Secretary, the Operating Board shall designate a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

**5.2. Meetings of the Operating Board.**

- A. The Operating Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting at which time the Chair and Vice-Chair shall be appointed. Other business may also be considered at the annual meeting. The Operating Board shall meet on a monthly basis or shall meet as often as deemed necessary.
- B. Special meetings of the Operating Board may be called by the Chair, by the Executive Director or by a majority of a quorum of its members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.
- C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Operating Board until the Operating Board establishes its own rules of proceeding.
- D. No Operating Board member shall receive any compensation for serving as an Operating Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Operating Board.

**5.3. Quorum.**

A quorum for the transaction of all business by the Operating Board shall consist of a majority of Operating Board members.

**5.4. Voting Requirements.**

Except as otherwise provided for in this Agreement, a majority vote of the Operating Board shall be necessary for the Operating Board to act. Each Operating Board member shall have one (1) vote. No written or oral proxy votes or absentee voting shall be permitted, except that an absent member may vote on matters while in compliance with the electronic participation rules set forth in Section 2.5. above. If any Operating Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Operating Board, then the Participating Agency shall inform the Board and the Operating Board of this fact and designate an otherwise qualified representative to serve on the Operating Board until a successor is duly appointed and qualified.

**5.5. Powers and Duties of the Operating Board.**

The Operating Board shall make recommendations to the Executive Director and the Board concerning the establishment and operation of the joint emergency dispatch and communications center(s) serving

each of the Participating Agencies. The Operating Board shall review, consider and make recommendations to the Executive Director and the Board on matters which include but are not necessarily limited to:

- A. The planning and establishment of a joint "9-1-1 Dispatch System" serving the Participating Agencies;
- B. The implementation, upgrading and maintenance of the System and the establishment of equipment specifications and coding systems;
- C. The planning and establishment of a joint Public Works Communications System serving the Participating Agencies, including provisions for call outs and the receipt and communication of public works alarms;
- D. The establishment of standard operating practices and procedures for the System, including identifying and handling of local services that may be unique to one or more Participating Agencies;
- E. The purchase or lease or use of facilities for the Services to be provided under this Agreement;
- F. Establishment of employment policies and staffing requirements;
- G. The purchase of equipment, software, hardware and other business-related technology in accordance with the Annual Budget;
- H. Establishment of an Annual Operating Budget and Capital Budget for the implementation and operation of the System, and five-year projections of capital equipment needs and anticipated costs and Operating Costs;
- I. Contracts with other entities, organizations or units of government for use of LTACC facilities, equipment and Services and appropriate rules and charges therefore;
- J. Reallocation of budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, with prior consideration of recommendations from the Board of Directors and the Executive Director;
- K. Prepare recommendations to the Board of Directors regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, and the Recapture Fee (based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor);
- L. Determine adjustments in any Capital Budget or Operating Budget that is attached to this Agreement or has otherwise been approved by the Board as well as any adjustments to contributions resulting from any changes in the Capital Budget or Operating Budget;

- M. Determine any revisions in the data used or the methodology for calculating each Participating Agency's share of LTACC's Annual Operating Costs when authorized by the terms of this Agreement by a two-thirds (2/3rds) vote of the Board; and
- N. All recommendations of the Operating Board must be approved by the Board before being implemented.

The Operating Board shall have authority to approve contracts or enter into agreements for the following activities:

- A. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code, including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to this Agreement could by law enter into without public notice and competitive bid, relative to matters contained in the Annual Budget.
- B. Approval and payment of a monthly warrant list including all bills, invoices and statements that relate to budgeted expenses.
- C. Approval of the use of the Surcharge Funds and Wireless Surcharge Funds, and other funds received by the LTACC as allowed by applicable law, in accordance with the Annual Budget and applicable law, including the authorized expenditures set forth in Section 35 of the Emergency Telephone System Act (50 ILCS 750/35), as amended.

## **ARTICLE VI EXECUTIVE DIRECTOR**

### **6.0. Creation of Position.**

The Board shall hire a full-time Executive Director to serve as the administrative head of LTACC. The Executive Director shall be responsible for the day-to-day operations of LTACC and shall report directly to the Board and the Operating Board.

### **6.1. Executive Director's Duties.**

Subject to the policies established by the Board, and within the limits fixed by an approved Annual Budget, the Executive Director shall oversee and direct the daily operating affairs of LTACC. The Executive Director's duties shall also include:

- A. To enforce, to administer and to make operative the policies and directives of LTACC as established by the Board and the Operating Board;
- B. Attendance at all meetings of the Board and all meetings of the Operating Board and to report at the meetings, as needed, and to serve as Secretary to those Boards;
- C. Preparation for review by the Board of Directors and the Operating Board of draft Annual Budgets and annual projections of revenue, capital equipment needs and anticipated operating costs for the next five (5) years, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital

Equipment Fund and the Reserve Fund, and the use of the Surcharge Funds, the Wireless Surcharge Funds and other LTACC revenues (“**Five Year Revenue and Expense Plan**”);

- D. Prepare annual recommendations, including financial calculations, for review by the Board of Directors and the Operating Board regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, the Recapture Fee (based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC’s auditor) and the use of Surcharge Funds and Wireless Surcharge Funds, and other LTACC revenues;
- E. Timely submission of invoices to the Participating Agencies setting forth the payments due;
- F. Monitoring LTACC’s budget and the submission of regular reports to the Board and the Operating Board comparing actual expenditures with budgeted expenditures;
- G. Making recommendations to the Board concerning the implementation, operation and staffing levels of LTACC, including on-going training of employees, and then implement the directives;
- H. To hire, evaluate, promote, demote, discipline and/or terminate employees of LTACC in accordance with the policies and procedures of the LTACC and any governing labor contracts and applicable laws;
- I. Receive and consider input from the Board and the Operating Board concerning the implementation and operations of LTACC and act on such input as deemed appropriate;
- J. Implement the direction and policies approved by the Board of Directors, including the coordinating and supervision of the implementation, and upgrading and maintenance of the System serving the Participating Agencies;
- K. Assist the Operating Board in the establishment of standard operating practices and procedures and training protocols for the System and LTACC’s employees;
- L. Serve as one of the designated Freedom of Information Officers for LTACC;
- M. For day-to-day issues and questions, the Executive Director shall consult with the Chair of the Operating Board;
- N. Decide any disputes that may arise under this Agreement pursuant to Section 10.3. (Dispute Resolution; Negotiation) below; and
- O. Perform all duties of the Executive Director, as assigned, and any other duties and assignments as directed by the Board and the Operating Board.

## **6.2. Expenditure of Funds.**

The Executive Director, or his/her designee, shall have the authority to:

- A. Expend funds on behalf of LTACC to purchase budgeted services, equipment and supplies in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00).
- B. In the event of an emergency that jeopardizes LTACC's continued ability to operate, the Executive Director shall have the authority to expend an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00), regardless of whether the expense has been budgeted, after first giving notice to the Chair of the Board and the Chair of the Operating Board.
- C. Transfer funds in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the LTACC. Such transfers shall be reported to the Board of Directors and the Treasurer in the Executive Director's next monthly report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board of Directors at least on an annual basis.

## **6.3. Executive Director's Offices.**

The Executive Director's offices shall be in the same facility as the LTACC Dispatch Center (as defined in Section 12.0. below).

# **ARTICLE VII PERSONNEL MATTERS**

## **7.0. LTACC Personnel.**

The Board shall determine the number and job descriptions of persons employed by LTACC, as recommended by the Executive Director. All employees shall solely be employees of LTACC and not employees of any Participating Agency. LTACC shall provide wages, health insurance benefits and such other employment benefits to its employees as deemed advisable by the Board. The Board shall apply to the Illinois Municipal Retirement Fund to request that the employees become members of and receive the benefits provided by said Fund. LTACC and each of the Participating Agencies are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

## **7.1. Illinois Municipal Retirement Fund (IMRF).**

- A. **LTACC.** The Board of Directors and the Executive Director shall take the necessary actions to have LTACC apply to become a member of the Illinois Municipal Retirement Fund ("IMRF"), including the performance of a costs study as required by IMRF and the adoption of a "Resolution for Participation in IMRF" (IMRF Form 1.12) and appoint an authorized agent, who shall be the Executive Director.

- B. **Initial Participating Agencies.** At the same public meeting that each Participating Agency approves this Agreement, each of the Participating Agencies shall also take all corporate action necessary to authorize and facilitate the transfer of existing dispatch employees employed by the Participating Agency to being employees of LTACC for purposes of remaining within the IRMF.
- C. **IMRF Obligations.** If this Agreement is terminated by all Parties, the Participating Agencies shall be responsible for any continuing IMRF employer obligations, as required by law, during the wind-down phase of LTACC. The cost of any continuing IMRF employer obligations shall be allocated per an agreed to costs sharing formula as determined by the Board. If any Participating Agency discontinues being a member of LTACC for any reason, that former Participating Agency shall be obligated to pay its share of the continuing IMRF employer obligations for the time period of its membership.

## **7.2 Provision of Group Health Insurance and Group Life Insurance Benefits.**

The Board of Directors and the Executive Director will take necessary actions to have the LTACC obtain group health insurance and group life insurance benefits from a health insurance company and a life insurance company that are licensed to do business in the State of Illinois for the benefit of its employees, and, if applicable, their spouses and dependents. The LTACC reserves the right to enter into one or more intergovernmental agreements with any of the Participating Agencies or any other unit of local government for the purpose of allowing its employees, and, if applicable, their spouses and dependents, to (a) be covered under group health insurance and group life insurance benefit policies provided for by the Participating Agency or other unit of local government; or (b) to participate in a health insurance cooperative for purposes of obtaining group health insurance and group life insurance benefits. Support for such an intergovernmental health insurance cooperative arrangement is based on the following factors of the Initial Participating Agencies: (a) they are similarly constituted and operated non home rule units of local government; (b) they are taxing bodies located in Cook County, Illinois; (c) they share the common objective of delivering high quality 911 dispatch services through consolidation of resources and personnel; and (d) all of their employees are currently covered under the same health insurance benefits plan provider (Blue Cross / Blue Shield of Illinois).

## **7.3. Information Technology (IT) and Specialty Services.**

LTACC's System must be operational and functional on a 24/7 basis and, therefore, the Board, the Operating Board and the Executive Director agree to cooperate in the retention and/or employment of competently trained and skilled employees and/or outside consultants who have expertise in information technology (IT) and specialty services to manage, maintain, repair and replace all of the LTACC's communications and data delivery equipment, computers, phones, software, hardware and any other related components of the System.

## **7.4. Resignation and Removal for Non-Attendance or Non-Cooperation.**

- A. **Attendance.** Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or Operating Board) who is absent from the regular meetings of such Board, Committee or subcommittee for three (3) consecutive regular meetings of such Board, Committee or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to a

majority of the Board, Committee or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board of Directors. In addition, any member of the Board of Directors, Operating Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, a majority of the Board of Directors in attendance votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.

- B. Non-Performance or Non-Cooperation. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or the Operating Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board of Directors or the Operating Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to a majority of the Board, Operating Board or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) days written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, a majority of the Board of Directors votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.

## ARTICLE VIII INSURANCE

### 8.0. Required Insurance Coverage.

Upon approval of this Agreement, the Executive Director shall prepare and file an application on behalf of LTACC for membership to the Intergovernmental Risk Management Agency ("IRMA") or such other self-insured risk management association or prepare and file an application for insurance coverage with commercial insurers as directed by the Board of Directors.

The Board shall procure and maintain insurance, during the term of this Agreement, as usually held by public entities, including but not limited to: (1) workers' compensation and employer's liability coverages; (2) property insurance coverages sufficient to cover the replacement value of LTACC's equipment, facilities, software, and other assets; (3) general liability coverages with limits of liability of at least Ten Million and No/100 Dollars (\$10,000,000.00) or in such other amounts deemed advisable by the

Board; (4) directors and officers liability coverage in an amount not less than Three Million and No/100 Dollars (\$3,000,000.00); (5) business loss or interruption insurance; (6) any other type of insurance required for the operation of LTACC. LTACC's liability insurance shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief, IT staff), liaisons, executive directors, officers, committee members, employees, volunteers and agents of LTACC, the members of LTACC's Board of Directors and the Operating Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of LTACC. The Participating Agencies shall be named as additional insureds on all liability coverages maintained by LTACC. The Board may choose to provide the coverages required herein or any other coverages deemed advisable by the Board, in whole or in part, through LTACC's participation in an intergovernmental self-insured risk pool or the commercial market.

## **ARTICLE IX ADDITIONAL MEMBERS**

### **9.0. Eligibility.**

All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join LTACC, as provided herein.

### **9.1. Approval of New Members.**

Upon approval as required herein, a new member shall have those rights and obligations as set forth in an addendum to this Agreement that contains the terms and conditions of membership as agreed to by the Board of Directors and the new member. Approval of a new member shall be contingent upon each of the following:

- A. Approval and execution of an addendum to this Agreement;
- B. Delivery to LTACC of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of an addendum to this Agreement, and further agreeing to be bound by this Agreement and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of LTACC;
- C. Payment to LTACC of a "non-refundable Capital and Operating Participation Fee" that relates to a portion of the Capital Costs incurred in the establishment of LTACC and a portion of the ongoing Operating Costs of LTACC that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor. The use of any additional Capital Costs received from a new member shall be determined by the Board with input from the Executive Director, any LTACC-retained consultant and/or LTACC's auditor;

- D. Timely payment of all fees, costs and financial obligations required by this Agreement, an addendum or as determined by the Board;
- E. The Board's determination that LTACC can adequately serve the new member without diminishing the ability of LTACC to continue to serve the other Participating Agencies; and
- F. Approval by a two-thirds (2/3rds) vote of the Board.

**ARTICLE X  
WITHDRAWAL, TERMINATION AND DISSOLUTION**

**10.0. Voluntary Withdrawal.**

An Initial Participating Agency may, at any time after twenty-four (24) months after the Effective Date of this Agreement, give written notice of its intent to withdraw from LTACC, subject to the below conditions in this Section. All other Participating Agencies may, at any time after twenty-four (24) months after joining LTACC, give written notice of its intent to withdraw from LTACC, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

- A. Withdrawal shall not take effect for two (2) calendar years from the date of such notification.
- B. Upon withdrawal, the withdrawing member shall continue to be responsible for:
  - (1) Its share of all LTACC fees and costs through the effective date of its withdrawal or the end of its allocated share of all LTACC financial obligations;
  - (2) Any contractual obligations it has signed separately with LTACC; and
  - (3) The Recapture Fee, as determined by the Board with input from the Executive Director, any LTACC-retained consultant and/or LTACC's auditor.

If the withdrawal results in termination of this Agreement, then the withdrawing member shall participate in the termination of this Agreement and the dissolution of LTACC as set forth herein.

**10.1. Involuntary Withdrawal.**

- A. Upon a two-thirds (2/3rds) vote of the Board of Directors, a Participating Agency's participation in the LTACC may be terminated for the following reasons:
  - (1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.
  - (2) Conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any of the terms of this Agreement, any adopted By-laws, or its service agreement or other applicable laws or governmental regulations.

- (3) Non-compliance with or conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board of Directors, the Operating Board, the Executive Director, or industry standards or applicable laws or governmental regulations in regard to the operation of the LTACC or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board of Directors shall provide to the Participating Agency an opportunity to have its alleged default resolved pursuant to the provisions of Section 10.3. (Dispute Resolution; Negotiation) below.

- B. The non-payment of any required fees, costs and financial obligations required by this Agreement within thirty (30) days of notice by LTACC as set forth herein, or the refusal or failure of any Participating Agency to be bound by any obligations of LTACC, shall constitute a default under this Agreement. The default may be cured within the thirty (30) days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:
  - (1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) the Board of Directors.
  - (2) Upon withdrawal, the withdrawing Participating Agency shall continue to be responsible for:
    - a. Its share of all LTACC fees and costs and its allocated share of all LTACC financial obligations required by this Agreement for a one (1) year period commencing as of the date that the Board of Directors votes to terminate the membership of the Participating Agency;
    - b. Any contractual obligations it has signed separately with LTACC; and
    - c. The Recapture Fee.

## 10.2. Termination and Dissolution.

- A. If the Board determines that the withdrawal of a Participating Agency reduces the number of Participating Agencies to less than that feasible to keep LTACC operational, or upon the vote of two-thirds (2/3rds) of the Participating Agencies to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.
- B. Upon such termination, and after payment of all debts, all assets and all liabilities of LTACC, remaining funds shall be distributed among those Participating Agencies who were active members of LTACC at the time of termination or dissolution, in proportion to their respective payments to LTACC during the preceding three (3) years. The Participating Agencies shall share equally in all costs pertaining to debts and liabilities of LTACC and any other costs associated with terminating the operations of LTACC and the dissolution of LTACC. As part of a dissolution of LTACC and a termination of this

Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to payment of the Recapture Fee as determined by this Agreement.

- C. Upon such termination, and after payment of all debts and liabilities, the Participating Agencies shall cooperate to wind down the LTACC as follows:
- (1) The fixed assets of the LTACC shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Agencies at the time of dissolution in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions by all active Participating Agencies, at the time of dissolution, in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years.
  - (2) All Participating Agencies shall share on a proportionate basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of LTACC and any other costs, fees and charges associated with terminating the operations of LTACC and the dissolution of LTACC.
  - (3) As part of a dissolution of LTACC and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to the Recapture Fee. The Board of Directors, with input from the Executive Director, any LTACC-retained consultant and/or LTACC's auditor, will determine the value of any Recapture Fees.
  - (4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Agency which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

### **10.3. Withdrawal of Participating Agency or Dissolution of LTACC; Surcharge Funds.**

Upon withdrawal of a Participating Agency or the dissolution of the LTACC, all monies that are allocated or attributable to the Participating Agency that are received or collected prior to or after the effective date of the withdrawal or termination to pay for the operation and maintenance of LTACC's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), shall be made available to the Participating Agency for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Agency's debts, liabilities and obligations pertaining to its participation in LTACC or its withdrawal from LTACC or the dissolution of LTACC have been fully paid.

#### **10.4 Dispute Resolution; Negotiation.**

The Participating Agencies desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Agency in LTACC or litigation. Accordingly, the Participating Agencies agree to engage in good faith negotiations to resolve any such dispute. If any Participating Agency has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding a Participating Agency's failure to comply with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board of Directors, the Operating Board, the Executive Director or one or more Participating Agencies) shall be served on the Executive Director and upon the Participating Agency at issue as provided in Article XVI of this Agreement. The written notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Executive Director then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Executive Director within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement or available under applicable law. The Executive Director shall update the Board of Directors and the Operating Board on the status of such dispute resolution efforts.

### **ARTICLE XI CONTRACTS**

#### **11.0 Execution of Contracts.**

The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of LTACC, and such authority may be general or confined to specific instances.

### **ARTICLE XII DISPATCH CENTER AND FACILITIES**

#### **12.0 LTACC Dispatch Center - Primary.**

The Village of La Grange currently operates a full service dispatch center from a facility located at 304 West Burlington Avenue, La Grange, Illinois (the "La Grange Dispatch Facility"). Under this Agreement, the La Grange Dispatch Facility shall be the primary site where LTACC dispatchers and other LTACC employees work on a daily basis and provide Dispatch Services (referred to as the "LTACC Dispatch Center" or "LTACC Dispatch Center #1").

#### **12.1 LTACC Dispatch Center - Alternate.**

The Village of Western Springs currently operates a full service dispatch center from a facility located at 740 Hillgrove Avenue, Western Springs, Illinois (the "Western Springs Dispatch Facility"). Under this Agreement, the Western Springs Dispatch Facility shall be used as the primary storage facility for all of the computer servers and other technology necessary to operate the System. The Western Springs Dispatch Facility shall serve as the back-up dispatch facility for purposes of performing Dispatch Services (referred to as "LTACC Dispatch Center #2").

## **12.2. Provision of Dispatch Services.**

Dispatch Services shall be provided by the LTACC Dispatch Center in accordance with the LTACC Dispatch Center Policies and Procedures Manual, as adopted, maintained and updated by the Board upon recommendation of the Executive Director and the Operating Board. A copy of the LTACC Dispatch Center Policies and Procedures Manual shall be incorporated by reference into this Agreement and made a part hereof.

## **12.3. Lease of LTACC Dispatch Center #1 and LTACC Dispatch Center #2.**

For the duration of this Agreement, the Village of La Grange agrees to lease LTACC Dispatch Center #1 and all of its fixtures and existing equipment to LTACC, for \$1.00 per year, for use in accordance with the terms of this Agreement. For the duration of this Agreement, the Village of Western Springs agrees to lease LTACC Dispatch Center #2 and all of its fixtures and existing equipment to LTACC, for \$1.00 per year, for use in accordance with the terms of this Agreement. Under the leasehold interests that are created by this Agreement, LTACC and its officials, officers and employees shall have a right of access in LTACC Dispatch Center #1 and LTACC Dispatch Center #2 for purposes of maintaining and operating the System and complying with the obligations of this Agreement. Upon termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement that pertain to LTACC Dispatch Center #1 and LTACC Dispatch Center #2 shall terminate without further notice or action by LTACC or any Participating Agencies.

- A. **Termination of Agreement.** At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to LTACC's operations that are installed or located within LTACC Dispatch Center #1 and LTACC Dispatch Center #2 shall automatically be declared by LTACC to be surplus property and shall be conveyed to the then-owners of LTACC Dispatch Center #1 and LTACC Dispatch Center #2, subject to payment of Recapture Fees by the Participating Agencies who own those buildings. Unless otherwise agreed to in writing, LTACC and the other Participating Agencies shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in this Agreement) in LTACC Dispatch Center #1 and LTACC Dispatch Center #2.
- B. **Termination or Withdrawal by La Grange or Western Springs.** In the event that La Grange or Western Springs withdraws from or terminates its participation in the LTACC, then the respective lease arrangements provided by this Agreement for the LTACC Dispatch Center #1 or the LTACC Dispatch Center #2 shall also terminate. Title to any and all fixtures, equipment, software or hardware relating to the System or to LTACC's operations that are installed or located within LTACC Dispatch Center #1 or LTACC Dispatch Center #2 shall automatically be declared by LTACC to be surplus property and shall be conveyed to the then-owners of LTACC Dispatch Center #1 or LTACC Dispatch Center #2, subject to payment of Recapture Fees by the Participating Agencies who own those buildings.

## **12.4. Training of Dispatch Center Personnel.**

All LTACC Dispatch Center employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Executive Director, in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch Center

equipment, computers and other technology in accordance with applicable laws and regulations and the LTACC Dispatch Center Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

#### **12.5. NET-WEST Radio Transmission Intergovernmental Cooperation Agreement ("NET-WEST IGA").**

The Initial Participating Agencies are members of the NET-WEST IGA for purposes of operating a police department-related radio frequency transmission system ("RFTS"). The Village of Brookfield is also a member of the NET-WEST IGA. In regard to the NET-WEST IGA and the RFTS, the Initial Participating Agencies agree that the Board of Directors, with input from the Executive Director and the Operating Board, shall explore and implement one of the following options:

- **Option #1:** Assign the NET-WEST IGA to LTACC and have LTACC take over the FCC radio license, equipment and operations. The NET-WEST IGA participants shall continue to receive radio system services and be obligated per the cost sharing terms of the NET-WEST IGA. LTACC would replace La Grange Park under the NET-WEST IGA in regard to all aspects of operations and maintenance of NET-WEST's RFTS.
- **Option #2:** Terminate the NET-WEST IGA and have those radio services performed by LTACC. LTACC would acquire La Grange Park's federal FCC radio license or apply for its own. LTACC and the Village of Brookfield would enter into a new agreement regarding police radio services.
- **Option #3:** Leave the NET-WEST IGA in place.

#### **12.6. Registration and Certification.**

The Executive Director, or his/her designee, shall communicate with and prepare and file all required documents with the Illinois Commerce Commission (pre-January 1, 2016) or the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police (post-January 1, 2016) and such other local, county, state and federal regulatory agencies to obtain and then maintain and update LTACC's regulatory registrations, certifications, licenses and approvals.

#### **12.7. Accreditation.**

The Board of Directors, with input from the Operating Board and the Executive Director, will explore and evaluate options for applying for and receiving accreditation status from national and State recognized accreditation organizations that pertain to the Services performed by the LTACC. The Board of Directors will determine the timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that LTACC has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.

**ARTICLE XIII  
INDEMNIFICATION**

**13.0. Indemnification Generally.**

LTACC shall indemnify, defend and hold harmless any person who was or is made a party to a pending or completed action, suit or proceeding by reason of the fact that he/she is or was an appointed or designated representative (e.g., the treasurer, the chief financial officer, the finance director, the fire chief, the police chief, IT staff), liaison, director, officer, committee member, employee, volunteer or agent of LTACC, against and from any expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if he/she acted in good faith on behalf of the interests of LTACC. The determination of whether an individual acted in good faith on behalf of the interests of LTACC shall be made by a majority vote of a quorum of the Board. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law.

**13.1. Indemnification – La Grange.**

To the fullest extent permitted by law, La Grange agrees to defend, indemnify and hold each of the other Participating Agencies and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of La Grange, its respective appointed and elected officials, employees, volunteers, contractors and agents, in the performance of or with relation to any of the work or services to be performed or furnished by or on behalf of La Grange under this Agreement, except to the extent caused by the sole negligence of one or more of the other Participating Agencies.

**13.2. Indemnification – La Grange Park.**

To the fullest extent permitted by law, La Grange Park agrees to defend, indemnify and hold each of the other Participating Agencies and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of La Grange Park, its respective appointed and elected officials, employees, volunteers, contractors and agents, in the performance of or with relation to any of the work or services to be performed or furnished by or on behalf of La Grange Park under this Agreement, except to the extent caused by the sole negligence of one or more of the other Participating Agencies.

**13.3. Indemnification – Western Springs.**

To the fullest extent permitted by law, Western Springs agrees to defend, indemnify and hold each of the other Participating Agencies and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Western Springs, its respective appointed and elected officials, employees, volunteers, contractors and agents, in the performance of or with relation to any of the work or services to be performed or furnished by or on

behalf of Western Springs under this Agreement, except to the extent caused by the sole negligence of one or more of the other Participating Agencies.

**13.4. Indemnification - New Participating Agencies and Non-Members.**

Each new Participating Agency shall be obligated to sign an addendum to this Agreement in order to participate in LTACC, and such addendum shall obligate the new Participating Agency to all of the terms of this Agreement, including the above Indemnification provision. The service agreement for each Non-Member shall contain indemnification provisions that are consistent with this Article.

**ARTICLE XIV  
PUBLIC WORKS / ESDA / ADMINISTRATIVE DISPATCHING**

**14.0. Other Dispatching Services.**

Subject to an evaluation by the Operating Board of LTACC's capabilities and its ability to deliver such dispatching services and their associated additional costs to LTACC, each Participating Agency may receive public works services, management services and/or administrative services from LTACC, in the discretion of the Board of Directors. If there are additional costs to deliver such dispatching services, the Board of Directors shall determine the allocation of payment of such costs based on a recommendation of the Operating Board.

**ARTICLE XV  
LEAD AGENCY**

**15.0. Lead Agency.**

Subject to approval by the Board of Directors, the LTACC may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the LTACC and other third parties, including any of its Participating Agencies.

**15.1. Intergovernmental Arrangements.**

Subject to approval by the Board of Directors, the LTACC may enter into appropriate intergovernmental agreements with one or more Participating Agencies or with other third parties for any lawful, public purposes.

**ARTICLE XVI  
MISCELLANEOUS**

**16.0. Limitation of Liability.**

The liabilities, contracts, obligations, debts and property of LTACC shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Agencies which together form LTACC. No officer, agent, employee or director of LTACC shall have any authority under this Agreement to extend the contractual liability of any party hereto in any manner not approved by the Board of Directors.

**16.1. Member Equipment.**

Each Participating Agency shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Agency and not a benefit to LTACC as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Agency or by LTACC shall be resolved by the Board.

**16.2. Amendment.**

This Agreement may not be amended, except by written addendum or amendment duly authorized and adopted by the Corporate Authorities of each Participating Agency who desire to continue to participate in this Agreement.

**16.3. Duration.**

This Agreement and LTACC shall continue in effect until terminated as provided herein.

**16.4. Remedies.**

Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Parties hereto explicitly agree that any one or more Parties hereto aggrieved by the default hereunder of any one or more other Parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Agreement shall be construed to deprive an aggrieved party of any remedy afforded by law.

**16.5. Assignment.**

The rights or obligations of each Participating Agency under this Agreement may not be transferred.

**16.6. Severability.**

If any part of this Agreement is determined to be invalid by a court of law, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

**16.7. Notices.**

Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties' principal administrative offices addressed to the Mayor or Village President or the Village Administrator/Village Manager. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.

**16.8. Headings.**

Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals on the respective dates set forth below. This Agreement may be executed in duplicate originals.

**SIGNATURE PAGES TO FOLLOW**

**SIGNATURE PAGE FOR VILLAGE OF LA GRANGE**

**IN WITNESS WHEREOF**, the below authorized official of the Village of La Grange has signed this Agreement pursuant to legal authorization granted to him under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of La Grange.

**Village of La Grange**

\_\_\_\_\_  
Thomas E. Livingston, Village President

Date: \_\_\_\_\_, 2015

**Attest:**

\_\_\_\_\_  
John Burns, Village Clerk

Date: \_\_\_\_\_, 2015

**SIGNATURE PAGE FOR VILLAGE OF LA GRANGE PARK**

**IN WITNESS WHEREOF**, the below authorized official of the Village of La Grange Park has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of La Grange Park.

**Village of La Grange Park**

\_\_\_\_\_  
James Discipio, Village President

Date: \_\_\_\_\_, 2015

**Attest:**

\_\_\_\_\_  
Amanda Seidel, Village Clerk

Date: \_\_\_\_\_, 2015

**SIGNATURE PAGE FOR VILLAGE OF WESTERN SPRINGS**

IN WITNESS WHEREOF, the below authorized official of the Village of Western Springs has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Western Springs.

**Village of Western Springs**

\_\_\_\_\_  
William T. Rodeghier, Village President

Date: \_\_\_\_\_, 2015

**Attest:**

\_\_\_\_\_  
Jeanine M. Jasica, Village Clerk

Date: \_\_\_\_\_, 2015

**Exhibit "A"**

**Start-Up Operating Budget**

(attached)

**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER**  
**Operations Budget**  
**FY 2016**

Account Description	FY16 Proposed
<b>SALARIES &amp; WAGES</b>	
EXECUTIVE DIRECTOR	104,000
SUPERVISOR	67,790
TELECOMMUNICATOR (13)	740,106
PT TELECOMMUNICATORS	25,000
<b>OVERTIME</b>	
REGULAR	80,000
<b>TOTAL SALARIES &amp; WAGES</b>	<b>1,016,896</b>
<b>SUPPLEMENTAL COMPENSATION</b>	
HOLIDAY PAY - OVERTIME COST	7,500
<b>GROUP INSURANCE</b>	
LIFE INSURANCE	1,138
HEALTH INSURANCE	236,266
<b>OTHER BENEFITS</b>	
FICA - EMPLOYER	69,760
IMRF - EMPLOYER	113,166
<b>TOTAL OTHER BENEFITS</b>	<b>427,830</b>
<b>TOTAL PERSONNEL COSTS</b>	<b>1,444,726</b>

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**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER**  
**Operations Budget**  
**FY 2016**

Account Description	FY16 Proposed
<b>UNIFORMS</b>	
F/P/T EMPLOYEE ISSUED @300.00 per person (18" ED)	5,700
Design/Screening LOGO	500
<b>OFFICE SUPPLIES</b>	
OFFICE & OTHER SUPPLIES	350
<b>OPERATING SUPPLIES</b>	
PC SUPPLIES - TONERS	500
<b>PUBLIC/EMPLOYEE RELATIONS (Pub Ed Supplies)</b>	
Public Education Materials	2,000
<b>HOUSEHOLD SUPPLIES</b>	
HOUSEHOLD SUPPLIES	500
<b>POSTAGE</b>	
POSTAGE	250
EXPRESS SERVICES	50
<b>TELEPHONE</b>	
VOICE/INTERNET SERVICES	22,000
<b>PUBLICATION/ADVERTISING</b>	
APPLICANT ADVERTISING	300
<b>PRINTING/COPYING</b>	
COPIER PAPER	500
STATIONERY/FORMS	500
<b>DUES/MEMBERSHIPS</b>	
APCO/NENA- Executive Director	200
APCO/NENA- Dispatcher Membership	1,200
<b>CONFERENCES</b>	2,500
APCO/NENA NATIONAL	
Hotel \$185/night @ 4 nights * 1 attendee	
Meals - Per Diem 4 days @ \$50/day	
Registration/Class Fees	
Airfare/Ground Transport.	
IPSTA ILLINOIS (2) October/November	1,700
Hotel \$125/night @ 3 nights *E/D @ 1 attendee	
Meals - Per Diem 3 days @ \$50/day	
Registration/Class Fees @ 150.00 *E/D @ 1 attendee	
Mileage 430 miles @ \$0.575 per mile	
<b>TRAINING</b>	5,000
SEMINARS - TELECOMMUNICATORS	
MEETING EXPENSE - Board/Executive Comm.	100
<b>EDUCATION REIMBURSEMENT</b>	1,000
EDUCATION REIMBURSEMENT	
<b>EMD Powerphone</b>	
EMD/TRAINING @2 Students - New Hires	598
IL Dept of Public Health Certification Fee 21@ 20.00	420
EMD/MAINTENANCE	4,965

5-057

**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER**  
 Operations Budget  
 FY 2016

Account Description	FY16 Proposed
<b>SERVICE AGREEMENTS</b>	
CAD HW/SW MAINTENANCE **Annual**	65605
Radio Mainenance **Annual**	30000
E9-1-1 Equipment Maintenance	23020
UPS MAINTENANCE **Annual**	1230
RECORDER MAINTENANCE	13014
NETWEST- Circuits	33300
Radio Interface Software Maintenance **Annual**	6000
LEADS T-1 Line	3000
Code Red- Notification Software **Annual**	10000
<b>PROFESSIONAL SERVICE</b>	
AUDIT	1,500
Pre employment physicals	2,500
Psychologicals/Background Checks	1,000
LEGAL FEES	3,000
CONTRACTED IT SUPPORT	5,000
<b>INSURANCE-IRMA- Claims</b>	
	50,000
<b>MILEAGE REIMBURSEMENT</b>	
MILEAGE REIMB/AUTO ALLOWANCE	10,000
<b>OTHER SERVICES/CHARGES</b>	
JANITORIAL SERVICE	500
COMCAST CABLE TV	725
LOCAL INTERNET	600
LEASE/PURCHASE	750
COPIER	500
	<b>1,756,803</b>

5-C.58

**Exhibit "B"**

**Capital Implementation Budget**

(attached)

**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER**

Capital Projects Budget

FY 2015/2016

Account Description		FY2015/16 Proposed
<b>CAD UPGRADE-NEW WORLD SYSTEMS</b>		\$592,705
Software		
Application Software (4) LG	\$382,420	
GIS Software, Mobile in Car Mapping	\$25,400	
Implementation Services	\$195,700	
Travel and Living Expenses-Billed as needed	\$46,000	
Mobile VPN Software	\$15,000	
Maintenance		
Annual Software Maintenance	\$63,355	
Annual Mobile VPN Maintenance (15% of Lic fee)	\$2,250	
System Discount	\$137,420	
<b>RADIO SYSTEM CONSOLE UPGRADE</b>		\$383,989
Equipment		
(6) Motorola MCC7500 Consoles LG/WS		
(6) Instant Recall Recorder Ports LG/WS		
(6) Gooseneck Microphones LG/WS		
(6) Voice Processor Modules LG/WS		
(6) 19" Personal Computers Windows 7 LG/WS		
(1) GGM 8000 Gateway interface (LG)		
(1) GCP 8000 K-Core site controller (LG)		
(6) APX 7500 Consolettes (LG)		
(6) Instant Recall Recorder (LG)		
(2) KVL Key variable loader for encryption		
(6) APX 7500 Consolette Antenna Systems		
(12) Headsets LG/WS		
(12) Desktop speakers LG/WS		
(6) Foot switches (LG)		
Implementation Services		
Annual Software Maintenance @5000 per position		\$30,000
Radio Interface Software Maintenance **Annual**		\$6,000.00
<b>E911 EQUIPMENT-VIPER UPGRADE-NG9-1-1</b>		
Equipment (LG)		\$120,000
Hardware LG/WS		
Software LG/WS		
Professional Services LG/WS		
Training (LG)		
Installation LG/WS		
Maintenance Contract La Grange		
Software Subscription/Upgrades		\$6,000
On Site Maintenance		\$12,000
Maintenance Contract Western Springs		
Software Subscription/Upgrades		\$300
On Site Maintenance		\$600
<b>VOICE LOGGING RECORDER</b>		\$35,000
Hardware LG/WS		
Software LG/WS		
Professional Services LG/WS		
Training (LG)		
Installation LG/WS		
Maintenance Contract LG/WS (36 Months)		

**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER**  
 Capital Projects Budget  
 FY 2015/2016

Account Description	FY2015/16 Proposed
<b>COMPUTER EQUIPMENT</b>	\$40,000
Computer Hardware	
Domain Controller (1)	
Exchange Server (1)	
PC Additions/Replacements (4) Local	
Printer-Fax-Scan-Copier	
(6) Touch Screen monitors (VIPER)	
Install and configure servers/switches	
Install and configure routers	
Lantronix Box (NWS/E9-1-1)	
<b>EMD SOFTWARE</b>	\$47,000
Licensing (4) Dispatch Positions	
Professional Services (1st Year Maint Included)	
Installation	
Configuration	
Training	
<b>INTERNAL CAMERA SYSTEMS</b>	\$60,000
Equipment	
Addition of (2) large screen monitors	
Professional Services	
Network Design	
Installation	
<b>ALARM MONITORING EQUIPMENT</b>	\$10,000
Professional Services to relocate equipment	
Installation (LG)	
Training on SIS software	
<b>FIBER CONNECTIVITY</b>	\$25,000
<b>BUILDING RENOVATIONS-DISPATCH/IT</b>	\$146,000
Architectural Professional Services	\$85,000
Space Needs Analysis	
Room Configuration/Build out	
Fire Suppression-Design/installation	
Furniture-Design/Installation	
HVAC/Temperature Control Systems Modifications	
Network Design/Configuration	\$10,000
Electrical-Running new circuits (DPW) ?	\$10,000
Cabling- 150.00 per cable drop (10 per position)	\$6,000
Administrative Line Installation (Village PBX)	\$5,000
9-1-1 Trunk Installation	\$5,000
Electrical (R56-Grounding)	\$25,000
<b>CONTINGENCY</b>	\$100,000
CONTINGENCY/UNANTICIPATED PROJECTS	
<b>TOTAL CAPITAL PROJECTS EXPENSE</b>	<b>\$1,614,594</b>

Exhibit "C"

**Equipment and Personal Property Inventory Chart**

<b>Equipment or Personal Property (type, make, model, year)</b>	<b>Quantity</b>
<b>Village of La Grange</b>	
<b>Village of La Grange Park</b>	

5-C.62

<b>Village of Western Springs</b>	

5-C.63

**La Grange Equipment**

Furniture- (3) dispatch console positions  
Herman Miller Chairs (3)  
Flat screen TV  
Speakers/Boom mikes/Foot pedals  
Powerphone Total Response (EMD Flipchart)  
Intrado/Viper CPE equipment  
Eventide Logging Recorder

**Western Springs Equipment**

Furniture (2) Dispatch console Positions  
Chairs (2)  
IT- Cluster, San , Switches (NWS)  
Motorola CentraCom Gold Elite (2)  
Speakers/Boom mikes/Foot pedals

**La Grange Park Equipment**

Furniture (2) Dispatch console Positions  
UPS (20KV)  
Herman Miller Chairs (2)  
Speakers/Boom mikes/Foot pedals  
Eventide Logging Recorder

5-064

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

**AN ORDINANCE AMENDING  
CHAPTER 33 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE OF  
LA GRANGE MUNICIPAL CODE TO DISSOLVE THE LA GRANGE EMERGENCY  
TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF LA GRANGE'S  
PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD  
CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A  
CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS  
THE LYONS TOWNSHIP AREA COMMUNICATION CENTER**

**(Village of La Grange, Cook County, Illinois)**

**WHEREAS**, the Village of La Grange (the "Village" or "La Grange") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Chapter 33 (Emergency Telephone System Board) of the Village of La Grange Municipal Code, as amended (the "Code"); and

**WHEREAS**, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

**WHEREAS**, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETS"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

**WHEREAS**, the corporate authorities of the Village of La Grange Park ("La Grange Park"), the Village of Western Springs ("Western Springs"), and the Village of (collectively referred to as the "Participating Agencies" or "Villages") have each agreed to adopt resolutions that approve an intergovernmental agreement to provide for the establishment of an intergovernmental cooperative venture known as the "Lyons Township Area Communications Center" (also referred to as "LTACC") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency

Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)) (the "Intergovernmental Agreement"); and

**WHEREAS**, in accordance with 50 ILCS 750/15.4(e) and as set forth under Article IV (Finances), Section 4.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies) of the Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2015/2016 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the LTACC and the regulatory approval of the LTACC by the Illinois Commerce Commission ("ICC") or the 9-1-1 Administrator of the Illinois Department of State Police; and

**WHEREAS**, under Article V (Operating Board), Section 5.0 (Composition) of the Intergovernmental Agreement, the members of the LTACC's Operating Board shall also serve as the members of LTACC's Joint Emergency Telephone System Board ("LTACC JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*); and

**WHEREAS**, in order to participate in the LTACC under the Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

**WHEREAS**, the President and Board of Trustees of the Village of La Grange desire to amend the provisions of Chapter 33 (Emergency Telephone System Board) of the Code to recognize the Village's participation in the Intergovernmental Agreement and the establishment of LTACC's JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2015/2016 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the LTACC and the regulatory approval of the LTACC and LTACC's JETSB by the ICC or the 9-1-1 Administrator of the Illinois Department of State Police; and

**WHEREAS**, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the

Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), the President and Board of Trustees of the Village of La Grange find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

**BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** Subject to the conditions set forth below in Section 3 of this Ordinance, Chapter 33 (Emergency Telephone System Board) of the Village of La Grange Municipal Code, as amended, shall be further amended to read in its entirety as follows:

**“Chapter 33  
JOINT EMERGENCY TELEPHONE SYSTEM BOARD”**

**33-900: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:**

**33-905: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:**

**33-910: USE OF ETSB FUNDS; SURCHARGE FUNDS:**

**33-900: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:**

- A. Establishment. Pursuant to Resolution No. 15-???? (adopted on \_\_\_\_\_, 2015), the Village approved an intergovernmental agreement entitled “Intergovernmental Agreement Entered Into by the Villages of La Grange, La Grange Park and Western Springs to Establish an Intergovernmental Cooperative Venture Known as the ‘Lyons Township Area Communications Center’ for the Operation and Maintenance of a Combined Dispatch and Communication System” (the “LTACC Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “Lyons Township Area Communications Center” (also referred to as “LTACC”) for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the “System”). The LTACC Intergovernmental Agreement also provided for the creation of the LTACC’s Joint Emergency Telephone System Board.
- B. Membership; Authority and Duties. The members of LTACC’s Joint Emergency Telephone System Board shall be comprised of the members of the LTACC’s Operating Board. The authority and duties of LTACC’s Joint Emergency Telephone System Board shall be governed by Article V (Operating Board) of the

LTACC Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

**33-905: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:**

- A. Dissolution of Local ETSB. Pursuant to Ordinance No. 15-???? (adopted \_\_\_\_\_, 2015), the Village's ETSB was dissolved effective upon the date of the regulatory approval of the LTACC and LTACC's JETSB by the Illinois Commerce Commission ("ICC") or the 9-1-1 Administrator of the Illinois Department of State Police.
- B. Re-instatement of Local ETSB. In the event the Village withdraws from participation in LTACC, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ESTB or join another joint emergency telephone system board.

**33-910: USE OF ETSB FUNDS; SURCHARGE FUNDS:**

- A. Use of ETSB Funds. Under the LTACC Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2015/2016 ETSB budget in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.).
- B. Surcharge Funds. Upon dissolution of the Village's ETSB and subject to the terms of the Intergovernmental Agreement and the Village's continued participation in LTACC, all monies received or collected by the Village that are intended to be used to pay for the operation and maintenance of LTACC's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the LTACC for deposit and expenditure by the LTACC JETSB in accordance with applicable federal or State law.

**SECTION 3:** This Ordinance shall become effective and enforceable only upon the following conditions being met:

- A. Adoption by each of the Participating Agencies of a resolution approving the Intergovernmental Agreement.
- B. Adoption by the other two Participating Agencies (La Grange Park and Western Springs) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.
- C. Regulatory approval of the LTACC and LTACC's JETSB by the ICC or the 9-1-1 Administrator of the Illinois Department of State Police.

**SECTION 4:** To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the La Grange Municipal Code, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance

**SECTION 5:** Any ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the above amendments, all Chapters and Sections of the La Grange Municipal Code, as amended, shall remain in full force and effect.

**SECTION 6:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

**Ayes:**

**Nays:**

**Absent:**

**PASSED** by the Board of Trustees of the Village of La Grange, Cook County, Illinois at a Regular Meeting thereof, held on the \_\_\_ day of \_\_\_\_\_, 2015, and approved by me as President on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

This Ordinance was published by me in pamphlet form on the \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Village Clerk



# LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

## Memorandum

To: LTACC Operations Board

From: Executive Director Kim Knutsen

Date: September 24, 2015

Re: **Computer Automated Dispatch Purchase Recommendation**

As part of the comprehensive assessment of the feasibility of consolidated public safety dispatch for the Villages of LaGrange, LaGrange Park, and Western Springs one of the primary objectives was to identify opportunities to share public safety services that could not only result in more cost-effective service delivery, but also create operational enhancements involving the combined use of equipment. Moving to a shared and common technology platform will both streamline data processing and make data retrieval and analysis more consistent and robust. Both current CAD systems were evaluated to determine if building upon the existing infrastructure was our best option as well as defining a system that best met our expectations from a functionality and financial perspective.

CAD systems are used to accomplish many tasks related to the tracking of public safety incidents and the assignment, allocation and deployment of law enforcement, fire, and EMS personnel. As well, CAD systems are designed and configured to meet the operational and administrative needs of the public safety agencies.

The CAD system is one of the most important tools utilized by a Public Safety Answering Point (PSAP). All reported incidents are entered, dispatched, managed, and tracked via the CAD system, making it a mission critical system. The lives of citizens and public safety personnel heavily depend on the CAD system consistently performing at its maximum operational effectiveness and reliability. Although a CAD system is just one of many systems that public safety departments utilize it is often considered the heart of public safety operations.

Both New World Systems and Valor Systems were contacted and asked to provide data specific to their product using the following guidelines:

- Company overview
- Product overview
- Detailed presentation
- Ability to accommodate multi-jurisdictional dispatching
- Manner of implementation
- Overview of training and support
- List of references
- Pamphlets, brochures, or other media describing their product

Valor Systems was founded in 1994 by William A. Rendina, Valor Systems entered the Public Safety market, specializing in small to medium-size agencies. The company headquarters is currently located in Oakbrook, Illinois.

Existing customers include: La Grange Public Safety, Broadview Public Safety, Macon County 911, New Hampshire Statewide 911, New Hampshire State Police, New York State Police – Headquarters, Rhode Island Statewide 911, Bland County, VA.

Valor Systems highlights several important competitive advantages:

1. Clean, highly configurable Seventh Generation CAD and RMS
2. High-quality proven products and services
3. Premier software development company 100% focused on Public Safety technologies
4. A reputation for high customer satisfaction and continuous value enhancement
5. Skilled team of individuals with significant business, technical & public safety experience
6. True Software as a Service (SaaS), significantly reducing upfront software expenditures

VALOR IMS is a suite of Incident Management System tools, incorporating Computer Aided Dispatch, Records Management, and Mobile Data modules. The CAD can be configured to work with single or multiple agencies and comprehensively provide critical information to field units. Standard Operating Guidelines are customized by your agency to assist dispatchers in handling special situations. The VALOR IMS provides operational efficiencies through an intuitive user interface. The Graphical User Interface was designed with industry standard Style Guides, providing a clean familiar look with easy navigation. Within minutes, a user will understand the operational flow and begin processing calls and filling out reports.

The Village of La Grange is currently utilizing Valor CAD and PD RMS which was implemented in 2006. In speaking with the telecommunicators they indicated the current platform of this system proves to be a daily challenge. The program lacks basic inquiry capabilities, lacks flexible management reporting, is inefficient and requires duplicate entry in many instances, has insufficient processing capabilities and creates a more stressful environment for staff members. Staff members do not have the permissions or the ability to add or delete information from the database IE, removing ex-employees from the system as this is done by the vendor. Alerts and cautions are not displayed in a manner in which this information is readily available to be disseminated to responders. Self-initiated calls require dispatchers to enter data into two separate screens before a call for service is generated. The integration into the Records Management system is difficult to query previous entries relative to people, vehicles and known associates if needed for investigative purposes. The system support is less than desirable as updates have not been completed in a timely manner. The software was running in an XP environment as recent as 2015.

New World Systems has provided solutions, including application software, hardware, training and support, for Local Government and Public Safety agencies since 1981. New World's longevity, stability, financial strength, experience, and specialization in the public sector uniquely qualify them as a long-term partner for customers. Headquartered in Troy, Michigan, with regional sales and support offices nationwide, New World is privately held and employee-owned. Founded by its president, Larry D. Leinweber, New World employs more than 400 people. New World Systems has never been acquired or merged and have invested over \$125 million in recent years to develop their Microsoft® platform. As recent as the first half of 2015 New World added 45 new agencies.

Local Existing customers: Kankakee County Public Safety, Glenview Public Safety, O'Fallon Public Safety, Springfield Public Safety, City of Elgin Public Safety, Glen Carbon Public Safety, Quad Com Public Safety, Madison County, In Public Safety and Deerfield Public Safety.

The Village of Western Springs is currently utilizing the New World Systems Aegis/MSP Combined LE/Fire CAD which was purchased in 2007 and the administration agrees that their initial investment met their expectations from a CAD, Law Enforcement Records perspective. When asked, the telecommunicators indicated the initial implementation was a success. The training provided was sufficient and the simplicity of entering and searching data was highlighted as a benefit. The overall opinion of the system is favorable as it is easy to learn, logical and intuitive.

It should be noted that the Village of La Grange Park does not currently utilize a CAD system but has expressed interest in adding this technology. The Village of La Grange Park has a manual process which requires several points of data entry for telecommunicators and police officers. The initial process begins with a telecommunicator time stamping a card, followed by documenting information on a piece of paper. That information is then entered into an excel spread sheet which is then printed onto the time stamped card. Once the incident is ready to be

completed a police officer must then complete a typed disposition that is entered in a word document that is printed out and placed on the back of the card. From that point the card is sent through an approval process and returned to the telecommunicator to be entered into a records management program. Additionally Fire incidents are currently being documented in a different manner. Information is manually recorded onto an excel sheet that is placed in a departmental mailbox that is forwarded to the fire department. Both of these practices are inefficient as they require telecommunicators to work through a lengthy process that requires duplicate entry.

Both existing vendors were given an opportunity to provide a demonstration. The Valor virtual demonstration took place on 06/19/15 via a webinar. Participants of this webinar were E/D Kim Knutsen, IT Director Pat Schramm, William Rendina (Valor Systems) and John Reilly (Valor Systems). The demonstration was very basic as were the responses to the questions posed. Valor systems prides themselves for their ability to customize their product however this is sometimes more time intensive for the customer/users. The software lacked consistency and standardization and did not appear to be the best solution for a multi-jurisdictional platform therefore a formal bid was not requested.

New World Systems provided an in person demonstration at the La Grange PD on 07/16/15. In attendance was E/D Kim Knutsen, IT Director Pat Schramm, members of the Operations Board and their assigned designees. A complete overview of CAD, Mobile, Records and Field Report Writing was provided.

On 09/10/15, In addition to the initial demonstration, members of the Operating Committee met with the Executive Director, Deputy Director and members of the Fire Command Staff in Glenview to obtain an objective perspective of the New World Systems Enterprise CAD. The comments received were favorable and it was stated several times that they felt the vendor was reputable and remained engaged with them for an extended time after the upgrade was completed.

The agencies represented by the Operating Committee have expressed their desire to upgrade to the Aegis Enterprise CAD and implement mobile data for all police and fire agencies as well as adding Field Reporting and Fire Records. Neither of the existing CAD solutions have this functionality as currently designed.

CAD mobile provides communication and intelligence that improves performance, safety and preparedness in the field. It keeps first responders informed when arriving on scene and ensures responders are as efficient as possible, while remaining a visible presence in the community. Mobile computing organizes and presents information from inquiries to be viewed quickly and allows users to easily drill down into more detail. At a glance supervisors can make informed decisions about deploying resources. Mobile computing uses a seamless flow of data and single click access to information from CAD, Records, NCIC, Maps and more to provide intelligence to first responders. Alerts and hazards are prominently displayed from CAD, keeping first responders prepared. Information returned from queries is organized and presented for easy and quick viewing. Integrated mapping reduces response times. Embedded ESRI mapping and AVL capabilities provide first responders with up-to-the minute views of all activity utilizing information from dispatch, including unit and incident location and turn by turn directions.

Field based reporting provides the advanced workflow and time-saving tools that reduce paperwork and ensure field personnel are as efficient as possible and is designed for easy use on a laptop or windows tablet. To save time and reduce errors, information from dispatch, NCIC, inquiries and reports can be saved and used to auto-populate appropriate fields in reports. Supervisors can electronically review and approve reports submitted by field personnel. After review and approval, all report information is easily merged into Records.

The advantages of Fire Records Management include State NFIRS/NEMISIS electronic reporting & compliance with HIPAA requirements, complete station activity, scheduling and training management, automated tools for incident tracking and investigations, streamlined fire field inspections, and EMS management solutions. Fire records saves time and automates the process of tracking incidents and managing fire investigations. Advanced workflow, auto populated from CAD and agency-defined configurable fields reduce errors and ensure the proper incident information is always captured.

Prior to the formal decision to move forward with the consolidation process the Village of Western Springs had begun the process of updating the hardware associated with this proposed upgrade. The following hardware upgrades have been completed and the estimated time already accounted for is approximately 70 hours. Additionally Western Springs incurred the costs of approximately \$7500.00 in licensing fees for the server upgrades.

1. Increased the virtual environment from 1 to 3 servers. Created a cluster for redundancy and performance. Switched to an EMC SAN for shared storage (much faster and more redundant). Added 10 Terabytes of storage to house the New World servers.
2. Replaced the backup system to decrease downtime in the event of a total disaster.
3. Replaced the network switches in the server room. They are now "Stacked" for redundancy.
4. Built 11 of the 12 servers required for New World Enterprise. The 12<sup>th</sup> server is an AIX Unix server and cannot be virtualized.
5. Ongoing discussions with Wide Open West to procure a fiber connection between Western Springs and LaGrange and for use of fiber from LaGrange to LaGrange Park.

New World's true integration enables information to flow seamlessly though out a suite of software applications. From the initiation of a call for service telecommunicators and responders have access to accurate intelligence to make more informed decisions. Transitioning to a common technology platform will both steam line data processing and make data retrieval and analysis more consistent.

A list of software enhancements as a result of this upgrade is included in Appendix A.

The recommendation of the LTACC Operations Board is to move forward with upgrading the New World Systems CAD that is currently being utilized by the Village of Western Springs. Included in this proposal, upgrade existing CAD platform to NWS Enterprise CAD, the addition of CAD mobile for Law Enforcement and Fire, Fire Records, and Field Reporting. In addition the proposal includes an extensive training program to accommodate the training needs of the telecommunicators.

Appendix B includes the overall cost exhibit.

## Appendix A

### CAD Enterprise Features

#### 1) **Command Line Features**

- a) Ability to have multiple command lines open at one time
- b) Configurable parameter order for all commands
- c) Ability in Maintenance to remove Optional Parameters that you do not use
- d) Define default values for a parameter (example.... Make the Traffic Stop command use "TS" for the Call Type", default unit disposition by unit status, default state for NCIC transactions, etc.

#### 2) **Enhanced Interactive Location Prompt**

- a) Includes Common Names and Streets in the same list of match candidates
- b) Available in the command line and any other window in CAD with a "location" field.
- c) Shows 15+ entries at once
- d) Searches for keyword information anywhere in the address (Type...School to locate Carmel High School.
- e) Intersections show valid intersecting streets

**3) Multi-Agency /Discipline Dispatching**

- a) Each Call for Service allows you to have individual options for Police, Fire and EMS:
  - i) Call Type
  - ii) Call Priority
  - iii) Recommendations for Fire/EMS/Police
- a) Clear an individual agency type without affecting the others
- b) Cancel an individual agency type without affecting the others

**4) Unit Recommendations / Response Plans**

- a) Proximity Dispatch using the street network to calculate etas of the units taking into account:
  - i) Recommendations and backups based on how quickly units can arrive at the incident (ETA).
  - ii) Speed Limits and other factors determine ETA
  - iii) Road Closures added by Dispatch with Expirations
  - iv) Road Weight Restrictions
  - v) Underpass/Overpass Height Restrictions
  - vi) Unit Type Delay Calculation (Ladder Apparatus takes 130% of the normal travel time).
  - vii) Unit Status (Ex: In-Quarters status adds 30 seconds to the eta for the firemen to prepare)
  - viii) Specific Unit Delay Assignment
  - ix) View Closest Unit and Station Order based recommendations at the same time.
  - x) Non-GPS Units can be routed from the assigned station address or any currently assigned address.

**5) General Unit Recommendation Improvements**

- a) Significantly improved recommendation engine to handle large and complex recommendation scenarios and ability to leverage multiple dispatch centers
- b) Recommendation by Assigned Equipment (JAWS, Haz-Mat, etc.)
- c) Recommendation by Personnel Skill (Spanish Speaking, SWAT, Dive Team Member, etc.).
- d) Recommendation by Unit Capability (Capabilities are custom defined and assigned to units).
- e) Recommendations by Group (for strike teams and task forces)
- f) Recommendations by Unit Number, Unit Type and Station as well as Unit Type and Jurisdiction (FDID/ORI)
- g) Response Plan Tree-View Maintenance model for long term maintenance and setup of complex plans.
- h) Response Plans can be assigned to any number of call type, areas, and addresses and address ranges.
- i) All Fire/EMS Features of Response plans are available for Police Unit Recommendations (they are no longer maintained in separate areas in Maintenance).
- j) Multi-Unit Backups of any complexity, group and level
- k) Enhanced alerting for unit recommendations, unit and call timers

**6) Mode of Operation**

- a) Commonly known as disaster or storm mode
- b) Assign different response plans based on the mode of operation the system is currently running in (to either increase or decrease resources)
- c) Run multiple modes at one time
- d) Pre-create area groups to assign modes to

**7) General Enhancements**

- A. Enhanced User Interface designed to increase call taker and dispatcher efficiency
- B. Modeless operation allowing for uninterrupted workflows
- C. Parsing of NCIC responses with automatic alerts
- D. Live Narrative Viewer that shows all incoming narrative updates in one screen from mobile and other dispatchers.
- E. Discipline-specific narrative restrictions (can exclude police users from fire narrative).
- F. CAD Catch Up can be used while the system is offline so calls can be automatically transmitted to the server after downtime.

- G. Streamlined spreadsheet-style maintenance model for easier administration maintenance of tables and workflow.
- H. Window Management is more powerful with Templates, Docking, Tabbed View, and Auto-Hide Features.
- I. Alarm Permit Search to create calls based on a permit number from an alarm company.
- J. Ability to have Alerts 'pop-up'
- K. The ability to disassociate a call that was incorrectly associated
- L. Streamlined unit maintenance
- M. Offline management client
- N. Additional feature improvements in Chat, Narratives, Dynamic Unit Recommendations, BOLOs, CAD to CAD, Push to Talk, and Rip and Runs

**8) Reporting**

- a) Standard Reports are native to Excel 2007/2010 for simple modifications before printing.
- b) Reports can be run from Excel without running CAD
- c) Reporting data is automatically stored in a Data Warehouse so the live system is not affecting by long running large reports.
- d) Analytical Cubes are provided for analyzing Call for Service, Response Times, and Unit Activity.
- e) All grids are exportable to pre-formatted excel reports
- f) Response Plans Report available in excel to share with Fire/EMS Departments for review.
- g) Briefing Listing available straight from CAD
- h) Integration with Decision Support reporting module

**Mobile Enterprise Features**

**1) Inquiry Capability**

- a) NCIC Parsing
- b) Drill Down functionality (Incidents, Cases, Warrants, Bookings)
- c) Incident Inquiry
- d) Case Inquiry
- e) NCIC Log
- f) Warrant Inquiry and Service Attempts
- g) Multi-server search

**2) Field Reporting**

- a) Dynamic Multiples (Names, Charges, Property)
- b) Can configure reports for no approval required
- c) Web Report Viewer

**3) Fire Integration**

- a) Pre-plan Search (For both Police and Fire Mobile)
- b) Offline access to Pre-plan information
- c) Customized dispatch screen for Fire Mobile
- d) EMS Patient Care Reporting
- e) Fire Inspections

**4) General**

- a) Server Based Profiles – login from different computers and your profile follows you
- b) Less complex configuration (MMC)
- c) Simplified update mechanism (Fleet Management)
- d) Centralized security (Enterprise Security)
- e) Updated look and field
- f) Latest Windows .NET Technology

5) **11x Mapping**

- a) Updated look/feel
- b) Updated in-car routing

6) **CAD Enterprise Integration**

- a) Unit Log Inquiry
- b) Paging
- c) NCIC Forwarding
- d) Multiple agency context (1 Call for Service, up to 3 different call types for Fire/Police/EMS)

## Appendix B- Cost Exhibit

DESCRIPTION	INITIAL COST
Application Software	\$382,420
GIS Software, Mobile in Car Mapping	\$25,400
Implementation Services	\$195,700
Travel and Living Expenses-Billed as needed	\$46,000
Mobile VPN Software	\$15,000
Discount	\$137,420
Annual Software Maintenance	\$63,355
Annual Mobile VPN Maintenance	\$2,250
<b>TOTAL VILLAGE INVESTMENT</b>	<b>\$592,705</b>

# LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

## Memorandum

To: LTACC Board of Directors  
From: Executive Director Kim Knutsen  
Date: October 09, 2015  
Re: Approval for RFP to Hire Architect for LTACC buildout

Preparedness is a critically important public safety tenet, ensuring uninterrupted 24-hour operations. Every primary system we use here in the Public Safety Answering Point (PSAP) is mission critical: 9-1-1 phones, computer-aided dispatch (CAD), radios, electrical power distribution, and dispatch consoles etc.

Preliminary evaluation and planning indicate the necessity to relocate the existing dispatch room and existing IT/Network server room to alternate locations that better meet our needs.

The existing IT/Network server room is currently located in the basement of the facility and poses numerous challenges due to various limitations. Relocating various components of our existing infrastructure as well as taking into consideration the addition of new circuits and equipment to a larger secure location, will ensure we are striving for best practices and are meeting the requirements of various accrediting bodies.

The current dispatch center is designed for three dispatch workstations and does not have sufficient footage to add a fourth dispatch workstation. Relocating to a larger space will afford us the ability to add the additional workstation, be scalable for future growth, while conforming to the requirements of the Americans with Disabilities Act.

Moving forward with the consolidation plan the intent for the immediate future is to add an additional workspace to the dispatch center. In order to accommodate this space consideration I am proposing relocating the dispatch center to the existing parking and records area. Those divisions in turn would be relocated to the existing dispatch center location. Additionally, I am making a recommendation to relocate the IT/Network server room to the existing (archive) room. Both of these concepts have been discussed with the Operations Board and the members have voiced their support.

I am asking for your approval to seek the services of a qualified architectural firm with experience in design of 9-1-1 dispatch centers to conduct a building needs assessment study. The study will be used to determine space requirements for current and future growth and recommended criteria for improvement for the dispatch center and IT/Network Server room as identified above.

5-6.79

# LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

## Memorandum

To: LTACC Operations Board

From: Executive Director Kim Knutsen

Date: September 24, 2015

Re: **PowerPhone Total Response Software Purchase Recommendation**

In order to meet the criteria established for Emergency Medical Dispatchers as outlined by the Emergency Medical Services (EMS) Systems Act (210 ILCS 50) Section 515.710 and its components for Emergency Medical Dispatch and Agency certification I am requesting approval to move forward with the EMD certification process and the purchase of PowerPhone Total Response computer aided call handling software.

Emergency Medical Dispatch is a systematic program of handling medical calls for assistance. Trained telecommunicators, using locally-approved EMD protocols, can quickly and properly determine the nature and priority of the call, dispatch the appropriate response and then give the caller instructions to help treat the patient until the responding EMS unit arrives.

In 2014 the Villages of La Grange and Western Springs began the initial Emergency Medical Dispatcher certification process with PowerPhone at the direction of the Loyola Emergency Medical Services System administrator. The current telecommunicators of the Villages of La Grange and Western Springs have successfully completed the certification process and are awaiting the issuance of their EMD licenses from the Illinois Department of Public Health. The Village of La Grange Park telecommunicators are in the process of completing the initial EMD certification.

Along with the EMD training PowerPhone requires the use of the Total Response EMD Protocols for the use of live call taking. Protocols localize information, and control resources sent according to scene conditions and standard operating procedures (SOPs).

Currently the Village of LaGrange has a standard single copy of a Total Response desk top manual. This desktop manual that was previously available has been discontinued and has been replaced with a paper based tablet or computer based computer aided call handling software.

The purchase of the computer based computer aided call handling software will allow dispatchers to have access to these protocols at each of their workstations and allow ease of work flow by tabbing thru the correct protocol sequences.

The Total Response call assessment tools allow PSAPs to collect and evaluate objective performance data, which can then be used to:

- Evaluate system performance or PSAP processes
- Compare data to pre-determined standards
- Highlight performance strengths and areas requiring additional training
- Assess individual performance, using positive reinforcement to modify behaviors
- Make ongoing adjustments as necessary

The attached quote includes all software licensing fees as well as professional services. The training being provided includes call handler training for all dispatch staff members @4 hours per person, (1) day of (Protocol Builder) training, (1) day of (Supervisor QA) training, and (1) day of Administrator training. The Supervisor and QA training is based.

DESCRIPTION	INITIAL COST
LICENSING	\$33,100
PROFESSIONAL SERVICES	12,500
ANNUAL MAINTENANCE-YR 1 INCLUDED	.0
<b>TOTAL VILLAGE INVESTMENT</b>	<b>45,600</b>

VILLAGE OF LA GRANGE  
Police Department

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and  
Renee Strasser, Chief of Police

DATE: November 9, 2015

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY**

---

The LaGrange Police Department, as a Participating Agency of the Lyons Township Area Communications Center (LTACC), intends to donate property to LTACC which is currently being utilized in the operations of our existing Dispatch Center. The specific equipment to be donated will no longer be necessary or useful for operational purposes, categorizing it as surplus property, once LaGrange Police Department/Fire Department transitions to the new LTACC Dispatch Center.

State law allows the Village to sell or dispose of surplus property in a manner that is best for the Village. This property disposal request consists of forty one (41) miscellaneous pieces of equipment LaGrange intends to donate to the LTACC. The attached list details an inventory of the exact property to be donated to LTACC upon approval by the Village Board.

We recommend that the Village Board authorize the La Grange Police Department to dispose of the surplus property by donating it to the LTACC as per the attached ordinance.

VILLAGE OF LA GRANGE

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

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of La Grange to dispose of said personal property in the manner described in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

By: \_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:  
  
\_\_\_\_\_  
John Burns, Village Clerk

5-1,83

## PROPERTY/INVENTORY

## APPENDIX A

	ITEM	QUANTITY	MAKE/MODEL	SERIAL #	DISPOSITION
1	dispatch console positions	3	Watson/Fusion 90		donate LTACC
2	chair	3	Herman Miller		donate LTACC
3	television	1	Samsung	4YRWARSTOR	donate LTACC
4	foot pedals	3	Clipper Twin Switch		donate LTACC
5	boom microphones	3	Motorola B1914A	443YFP0224	donate LTACC
6				443YFP0222	donate LTACC
7				443YFP0243	donate LTACC
8	radio speakers	9	Motorola B1912A	443YJR0734	donate LTACC
9				443IMG0085	donate LTACC
10				443YFP0438	donate LTACC
11				443YFP0422	donate LTACC
12				443YFP0337	donate LTACC
13				443YJR0742	donate LTACC
14				443YFP0432	donate LTACC
15				443YFP0421	donate LTACC
16				443YJR0648	donate LTACC
17	911 speakers	6	unknown		donate LTACC
18	EMD flip chart	1	PowerPhone		donate LTACC
19	911 recorder	1	Eventide/VR725	70001032	donate LTACC
20	call processing equipment	1	Positron/Viper		donate LTACC
31	computer tower	2	HP/ML110	used15N5H6	donate LTACC
32				used15N5GZ	donate LTACC
33	3 amp rectifier	2	Unity Rectifier UR48-3		donate LTACC
34	power strip	1	Tripp-Lite	AG1P12CV61PRM	donate LTACC
35	DVD ROM	6	HP/Pro-Liant		donate LTACC
36	network switches	2	HP/ProCurve	SW1:10.4.15.254	donate LTACC
37				SW2:10.4.14.2	donate LTACC
38	rack	1		5160410100516-086	donate LTACC
39	computer monitor	1	Eizo		donate LTACC
40	data tapes	6	HP		donate LTACC
41	server cabinet	1			donate LTACC

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