

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**  
**DISTRICT 23 FINANCE COMMITTEE MEETING**  
WEDNESDAY, NOVEMBER 1, 2023  
GRODSKY ADMINISTRATION BUILDING  
700 N SCHOENBECK RD  
PROSPECT HEIGHTS, IL 60070 at 6:00 PM

*Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.*

**AGENDA**

I. Call to Order

II. Discussion Items

A. Monthly Reporting to the Committee

Updated reports from Forecast 5 will be shared with the committee on Wednesday evening.

B. EDP Fees - DISCUSSION 3

Amy and Kris have worked to provide an EDP programming update as well as a recommendation for 2024-25 fees.

C. Crossing Guard Services - CONTRACT 4

Amy will provide an update and an overview of the proposal received from Andy Frain for crossing guard services through the remainder of the school year.

D. Transportation Claim Update - INFORMATION 20

Amy will provide an update on the conversations and Hazardous Route mapping with First Student and subsequent adjustments to the annual Transportation Claim. A historical overview for the annual claim has been attached for review.

E. District 214 - Wildstang Agreement - UPDATE

We have received word from Township High School District 214 that they will not be continuing their utilization of the dedicated space at MacArthur at the conclusion of the 2023-24 school year. As construction will be wrapping up at the Forest View site, the plan is to bring the program back to the D214 facilities. The dual credit Robotics program, currently offered at MacArthur will remain unchanged.

F. Bid - Window Treatment Replacement Services 21

In accordance with the planned replacement of windows, siding and doors at the Grodsky Administration Center, Betsy Ross and Anne Sullivan Elementary Schools, bids were solicited for the purchase and installation of Draper roller shades as a part of this project. Administration's recommendation for Board action has been attached.

G. Bid - Windows, Siding & Door Replacements

Bids were open on Thursday, October 26th. ARCON is currently in the process of evaluating the submittals in order to determine the lowest responsible, responsive bidder. A final recommendation will be available for the Committee's review on Wednesday evening.

H. Build a Better D23 Update

Don will share an update on the Build a Better D23 Campaign, following several meetings with our professional partners and community members.

I. Preliminary Tax Levy and Supplemental Tax Levies for the 2023 Tax Year - 22  
INFORMATION

The 2023 Tentative Levy is in DRAFT format and being approved by Liz Hennessy with Raymond James. It will be shared in advance of our Wednesday meeting. We will also discuss the need for two Supplemental Tax Levy Resolutions that have been developed by Chapman and Cutler as calculated by Liz. All levies will be presented for approval at the December 14, 2023 BOE meeting.

We will also be presenting an updated resolution for a proportional reduction across all funds. Additional details will be shared on Wednesday evening.

III. Adjournment

**PROSPECT HEIGHTS SCHOOL DISTRICT 23  
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700 N SCHOENBECK RD  
PROSPECT HEIGHTS, IL 60070 at 6:00 PM**

*Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.*

**AGENDA**

**DISTRICT ORGANIZATIONAL GOALS**

- **Student Success:** Ensure ALL students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities.
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.



**PROSPECT HEIGHTS DISTRICT 23  
FINANCE COMMITTEE  
INFORMATION ITEM**

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**Date:** November 1, 2023

**Subject:** Discussion of 2023-24 Extended Day Program and Recommendation of Fees for the 2024-25 School Year

**Contact:** Amy McPartlin, Assistant Superintendent for Finance and Operations  
Kris Lebrecht, Director of EDP

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**BACKGROUND:**

Each December, the Board of Education reviews the current fees charged for the Extended Day Program (EDP) and considers whether to maintain the current fee structure, increase fees or decrease fees for the following year. This communication is intended to provide an update on the status of EDP and provide a recommendation for the 2024-25 program fees.

The last fee increase was in 2018-19 and was the first in many years. EDP Director, Kris Lebrecht, and the Business Office have continued to ensure that a financially stable, quality program remains a priority. They have worked to maintain the offerings and opportunities of the Program while providing a safe and harmonious environment for our students.

The start of the 2023-24 school year has gone well as our participatory numbers have returned to pre-pandemic levels. Unfortunately, staffing has continued to be a bit more challenging to navigate. Current AM numbers are close to approximately 50 students and afternoon numbers are approximately 130 students at Ross/Sullivan with an additional 40 at MacArthur. While Kris has continued to work within her budget to purchase games, supplies and in-house field trips and presentations, the limited availability of the current staff has been more problematic. Kris continues to manage her team effectively to maximize coverage and will continue to evaluate staffing needs and monitor programmatic capacity.

As we look towards the 2024-25 school year, Kris will continue to look for innovative ways to enhance the program in a cost-neutral way and remains optimistic that the program's operations and enrollment will begin to normalize. Staffing and capacity will be reviewed and any potential programmatic changes will be shared with the Board in advance of the 2024-25 school year.

**RECOMMENDATION**

Based on the continued instability of both enrollment and staffing, the Business Office and Director of EDP recommend no change in fees for the 2024-25 school year for the Extended Day Program.



**PROSPECT HEIGHTS DISTRICT 23  
BOARD OF EDUCATION  
ACTION ITEM**

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**Date:** November 9, 2023  
**Title:** Crossing Guard Services - Proposal for Third Party Contracted Services  
**Contact:** Amy McPartlin, Assistant Superintendent for Finance & Operations

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**BACKGROUND INFORMATION:**

As previously discussed with the Board, the Prospect Heights Police Department (PHPD) currently operates with a very limited staff. Due to budget cuts within the municipality, there are no longer any Community Service Officers and they are down to only three officers per shift. Since 2003 and in accordance with Illinois Law and School Code, Prospect Heights School District 23 has contracted with the PHPD to *"employ persons for the purpose of directing traffic upon school grounds and on or along streets and highways or portions thereof within a radius of one mile from such school grounds, or to share the cost of employing such persons with or accept the employment of such persons by any unit of local government."* 105 ILCS 5/10-22.8a

There is and continues to be a mutual interest in collaboration to best serve the staff and students of School District 23 and the larger community by having the Police Department continue to offer crossing guard support at several intersections along Schoenbeck Road. However, current staffing challenges have resulted in inconsistent guard coverage and the Police Department is no longer able to provide dependable support in this area.

As several police departments and school districts experience difficulties in fully staffing their crossing guard assignments, many are turning to contracted service providers to do so. In researching third party vendors to provide crossing guard services, Administration contracted five vendors to provide a proposal for services. Andy Frain rose to the top, with many districts citing consistent, reliable coverage with adequate substitute pools and administrative support.

Following receipt of a proposal and review by the District's legal team, the recommendation is being made to grant the termination of the current IGA with the Prospect Heights Police Department (dtd. 08.18.2003) and approve the contract with Andy Frain Services from November 15, 2023 - June 30, 2024. At that time, the Administration will conduct a formal bid process for District 23 and establish a new multi-year contract for crossing guard services for Board approval.

**ADMINISTRATIVE CONSIDERATIONS:**

The District currently spends approximately \$38,000 on crossing guard services at four locations each year. Under the current proposal from Andy Frain, coverage would be provided at three intersections, before and after school, at an annual cost of just under \$66,000/year. The crossing at the Schoenbeck Road/Camp McDonald intersection in front of Eisenhower would be eliminated, as this is no longer a student crossing area.

**RECOMMENDED ACTION:**

That the Board of Education accepts the proposal for crossing guard services from November 15, 2023 through June 30, 2024 at an annual cost not to exceed \$66,000.



## **SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is entered into as of November 15, 2023 (“Effective Date”), by and between Andy Frain Services, Inc. (“Contractor”), an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL. 60504, and Prospect Heights School District 23 (“Customer”), having its principal place of business at 700 N. Schoenbeck Rd., Prospect Heights, IL 60070 (collectively, the “Parties”).

### **UNDERSTANDINGS**

1. Customer represents that it owns and operates the premises (“Property”) as more fully described in Schedule 1 to this Agreement;
2. Contractor is in the business of supplying Crossing Guard personnel (“Services”) and is willing to furnish such services and personnel to Customer with respect to the Property and subject to the terms, conditions and provisions of this Agreement;
3. Customer desires Contractor to furnish the Services and Contractor desires to furnish the Services at the Property, as further described below;

NOW, THEREFORE, in consideration of the foregoing, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Customer hereby agree as follows:

### **AGREEMENT**

1. Engagement. Customer and Contractor agree that Contractor shall furnish Services at the Property, and Contractor agrees to furnish Services at the bill rates set forth herein and subject to the terms and conditions of this Agreement.
2. Term. The Services shall be provided from November 15, 2023 and shall continue until June 30, 2024, with three (3) one-year Customer options to renew, unless terminated earlier pursuant to the terms and conditions of this Agreement. Either party may terminate this Agreement upon thirty (30) days written notice for any or no reason, provided that Contractor shall be paid for all Services rendered prior to the effective date of the termination.
3. Services. As set forth in Schedule 1, Contractor shall furnish Crossing Guard personnel (“Service Personnel”) as requested by Customer at the Property (collectively known hereinafter as the “Services” unless specifically identified otherwise). Contractor shall furnish its Services set forth in the Statement of Work(s) attached hereto and made a part hereof as Schedule 1 or any subsequent validly and mutually executed statements of work, subject to the terms, conditions, and provisions of this Agreement (“Statement of Work”). In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions set

forth in Schedule 1 or any Statement of Work, the terms and conditions of this Agreement shall control.

Posts. Contractor's Service Personnel shall be assigned to specific posts at the Property pursuant an agreed upon event security deployment. Any Post Orders prepared by or at the direction of Customer may also include information related to the assigned post, provided, however, such Post Orders are not incorporated herein and may not contradict the terms of this Agreement. In the event of a conflict between the Contractor's obligations set forth herein and any applicable Post Orders, this Agreement shall control. Customer shall have the right to discontinue a post or change a post's location upon 48 hours prior notice.

Scope of Services. Services shall be provided in accordance validly executed Statements of Work. The Parties agree that any change in the Services contemplated by this Agreement, including any modification, supplementation or reduction in Service Personnel, shall be made by a request in writing by Customer and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Customer and Contractor. If at any time Contractor believes that additional Service Personnel or related actions in excess of the Services expressly requested by Customer are necessary to properly furnish Services at the Property, Contractor may so inform Customer. However, the Parties agree that Contractor's responsibility is solely limited to providing Service Personnel, and Contractor has not been engaged by Customer as a consultant or otherwise to provide advice or an assessment of security, site evaluation or staffing needs at the Property, except as otherwise specifically stated herein. Contractor shall not be responsible for any decisions or service assessments made by Customer or anyone else, including pertaining to the sufficiency and assigned location of Service Personnel. The Parties agree that Contractor does not herein or otherwise represent and cannot warrant, expressly or impliedly that the Services furnished will prevent or minimize the likelihood of loss or damage.

Compliance. Contractor shall comply with all applicable local, State, and Federal laws, rules and regulations which govern the Services and furnishing of the same. Contractor shall obtain all such licenses and permits which may be required by any governmental authority for the furnishing of Services prior to furnishing the same. Where non-security staff are requested and are not required to be licensed by applicable law, such personnel will not have security licenses.

Independent Contractor. Contractor is an independent contractor of Customer. All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Customer. Contractor shall pay all wages, all applicable taxes and shall comply with all other legal obligations as the employer of the Service Personnel.

Supervision. Contractor shall at all times be responsible for the direct supervision of its Service Personnel, contractors, subcontractors, agents, licensees, and assigned to and responsible for managing Services at the Property. A designated representative of Contractor shall, in turn, report and confer with a designed representative of Customer at the Property with respect to the Services performed under this Agreement. Such reporting and conferring

shall occur as frequently as mutually agreed upon by the Parties from time to time.

4. Personnel. Contractor agrees as follows:

a. Contractor represents that all Service Personnel utilized by Contractor under this Agreement shall be trained by Contractor using Contractor's approved materials/instructions and shall be competent to perform their duties and otherwise furnish the Services.

b. At Contractor's sole cost and expense, Contractor shall provide each Service Personnel with a proper uniform. Customer shall provide Contractor with all necessary equipment, including screening devices and Personal Protective Equipment (PPE), at Customer's sole expense.

c. Contractor shall furnish Services in conformity with practices which are generally accepted and current in the Crossing Guard industry.

d. Contractor represents that Contractor has or will perform background checks for those Service Personnel which are licensed personnel in accordance with applicable federal, state, municipal and local law that includes criminal and, if applicable, motor vehicle histories on licensed personnel and may include other matters as required by applicable law. Contractor further represents that all such licensed security officer Service Personnel have passed such background checks prior to furnishing the Services. Such background checks shall be obtained by Contractor at Contractor's sole cost and expense. The cost of any additional background checks or more extensive background checks required by Customer shall be reimbursed by Customer.

5. Equipment. Any and all property, equipment, supplies and materials furnished by Contractor hereunder and placed at or on any of the sites identified in this Agreement shall remain the property of Contractor, and Contractor shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials. Any equipment required by Customer in addition to those items specifically identified in Schedule 1 shall be separately billable to Customer.

6. Obligations of Customer. Customer agrees as follows:

a. Customer shall pay Contractor for the Services provided by Contractor at the hourly rates mutually agreed upon and pursuant to the terms and conditions contained stated in this Agreement.

b. Customer shall remain solely responsible for any decisions or directions to Contractor concerning the location, number or extent, or placement or sufficiency of Service Personnel requested under this Agreement. If Customer materially alters any express instructions or directions given by Contractor to the Service Personnel or if Customer assumes any material supervision over the Service Personnel, Customer shall be solely liable for any and all such alterations or supervision and Customer agrees to indemnify, defend and hold harmless Contractor from and against any and all losses, claims, expenses (including reasonable attorney's fees) or damages arising from or relating to such alterations or supervision, but only to the extent they were the excess result of and caused by such alterations or supervision.

c. To effectuate this Agreement, Customer shall provide Contractor with such information, including the Post Orders concerning the Property or sufficient information to enable Contractor to prepare Post Orders for the Property, as are necessary for Contractor to furnish the Services pursuant to this Agreement.

d. Customer shall provide Contractor with information Customer has pertaining to the Property necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the Property, including information necessary to train those Service Personnel with responsibilities concerning the alarms systems, elevator and light controls, cameras and access control systems for the Property. Except as otherwise set forth herein or agreed by Contractor, Customer shall be solely responsible for managing and maintaining the Property and otherwise managing, maintaining and providing any services with respect to the Property, other than the Services contemplated by this Agreement.

e. Customer represents it is duly authorized to retain Contractor to provide Services at the Property and to execute this Agreement.

7. Compensation.

a. Bill Rates. Customer shall pay Contractor for the Services at the rates set forth in Schedule 1.

b. Invoices. Contractor shall invoice Customer for Services performed under this Agreement. Invoices shall be sent to Customer on a weekly schedule at Customer's location identified in Schedule 1.

c. Payment. Payments are due in accordance with the provisions of the Illinois Local Government Prompt Payment Act. Customer agrees to pay interest on unpaid sums in accordance with the Illinois Local Government Prompt Payment Act.

d. Records. Upon request, Contractor shall furnish Customer with copies of completed daily timesheets and other records which form the basis of billings for Services performed by Contractor under this Agreement. Such records shall contain information sufficiently detailed so as to indicate the Property where and when such Services were performed and with what Service Personnel.

e. Rate Change. Hourly rates as stated herein are subject to adjustment for changes in any federal, state or municipal law, regulation, administrative ruling, collective bargaining agreement, or operational needs resulting in any increase in work hours, wages, benefits, taxes, working conditions or other cost incurred by Contractor in the performance of this Agreement. In the event Contractor desires to adjust such rates, Contractor shall provide Customer with written notice of such desired adjustment. Within thirty (30) days of receiving such notice of desired adjustment, Customer may terminate this Agreement otherwise such desired adjustment shall become immediately effective and shall remain in effect until the earlier of termination of this Agreement or any further annual or other adjustment as provided by this Agreement.

f. Cancellation Fee. Contractor has allocated resources to the project that may be difficult or impractical to reallocate to other projects in the event of any cancellation. In the event of cancellation of this Agreement less than 48 hours prior to the commencement of services date, Customer shall pay 4 hours for each Contractor employee scheduled to provide services. In the event of cancellation of this Agreement after its commencement date, but prior to the termination date, Customer shall pay for all hours actually worked and a 15%

cancellation fee predicated on the estimated subtotal for Contractor Services to have been provided through the date provided in Section 2 above.

8. **Insurance.** Contractor shall maintain during the term of this Agreement, at its own expense, insurance policies insuring Contractor and the Service Personnel furnishing Services, as follows:

<b>TYPE OF INSURANCE</b>	<b>LIMIT OF INSURANCE</b>
General Commercial Liability - Occurrence Form	\$1,000,000 Per Occurrence
Workers Compensation & Employers Liability	Statutory
Business Auto Liability including Hired and Non Owned Auto Liability	\$1,000,000
Excess/Umbrella	\$9,000,000 Per Occurrence \$9,000,000 Aggregate

Contractor agrees solely with respect to liability caused by the sole negligent acts of Contractor, to name Customer its officers, employees and directors as Additional Insureds on Contractor's General Commercial Liability and Auto liability insurance policies.

9. **Indemnification.** Contractor shall indemnify Customer, its officers, members, affiliates, subsidiaries, and employees from and against losses, claims, damages, injuries, liabilities and judgments that Customer may sustain and which are determined to by court of law to be caused solely by the direct, gross negligent acts or omissions or willful misconduct of Contractor or Service Personnel while engaged in the performance of contracted-for Services under this Agreement, and subject to the provisions set forth herein. Customer shall indemnify Contractor, its officers, members, affiliates, subsidiaries and employees from and against losses, claims, damages, injuries, liabilities and judgments that Contractor may sustain and which are determined by court of law to be caused negligent or contributory negligent acts of Customer.

The Contractor further agrees and does waive any limitation of liability defense based on workers' compensation or benefit laws with respect to any claims asserted by its employees for personal injuries or death arising out of the performance of the services under this Agreement.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Customer from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the contributory negligence of Customer or its directors, officers, members, partners, affiliates, licensees, invitees, representatives, agents, or employees; (ii) arising from Customer's business decisions, including but not limited to, decisions to remove patrons or personnel from the Property and decisions regarding the number or placement of Service Personnel or hours of service; (iii) caused by or resulting from the wrongful or negligent acts, errors or omissions of third parties; or (iv) arising out of injury to or death of any employee of Contractor, unless caused solely by the direct negligence of Contractor.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury (including death) to any person, including an employee of Contractor, arising from a slip, trip or fall due to any premises defect while on the premises of Customer. It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, concrete, sidewalk, walkway, tile, carpeting (or floor/ground/stair covering of any kind), pavement, curb, roadway, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage, debris, food, water or transient substance removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Customer, other than those obvious during reasonable inspection and which pose an immediate danger to persons permitted on the Property.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury or illness caused by any person entering onto Customer's property. Contractor does not warrant nor represent that its Services will prevent any injury or illness caused by any person entering onto Customer's property.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that any additional insured or indemnity provision throughout this Agreement applies only to claims caused by the direct negligent acts or omissions of Contractor and its employees while performing agreed upon duties and Services.

The obligations under this Paragraph 9 will survive expiration or termination of this Agreement.

10. Contractor's Employees. During the term of this Agreement and for a period of twelve (12) months immediately following the end or termination of this Agreement, neither Customer nor Customer's vendors, contractors, employees, representatives, or affiliates shall no solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This paragraph shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

11. Force Majeure. In the event that operations at the Property where Services are performed are halted or substantially decreased by reason of war, hostilities, revolution, riot, civil commotion, terrorist attack, national emergency, strike, labor dispute, lockout, picketing, unavailability of supplies, failure of communication equipment, epidemic, pandemic, endemic, fire, flood, weather-related issue, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency, or other cause reasonably beyond the control of the Parties ("Force Majeure"), this Agreement (and payment for Services hereunder) may be suspended by either Party for the duration of such halted or decreased operations, on twenty-four (24) hours' notice addressed by the affected Party to the other Party. Notwithstanding the foregoing, Customer shall pay, in accordance with the terms hereof, Contractor for all Services provided or scheduled to be provided prior to such suspension of,

or decrease in, operations.

In the event that Contractor is prevented from completing this contract by reason of Force Majeure, this Agreement may be suspended for the duration of such hardships, on twenty-four (24) hours' notice addressed by Contractor to Customer, provided that Contractor uses reasonable efforts to cure or mitigate any delays or failure to perform.

12. Default. Each party may terminate this Agreement immediately if any of the following events shall occur: (a) default by the other party in the performance of the terms and conditions of this Agreement, including but not limited to Customer's failure to timely make payments required hereunder when due, which default continues for five (5) days or more after written notice from the other party; (b) if at any time during the term of the Agreement there shall be filed by such party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such party's property; (c) if such party makes an assignment for the benefit of creditors; or (d) if such party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

13. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Party at its address, as set forth below:

Customer: The name and address identified by Customer in Schedule  
Prospect Heights School District 23  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070  
(847)870-5552  
Attention: Amy McPartlin, CSBO  
Asst. Superintendent for Finance & Operations

Contractor:  
Andy Frain Services, Inc.  
761 Shoreline Dr.  
Aurora, IL 60504  
Tel: (630) 820-3820  
Attention: David Clayton, President  
Copy: Stacey McGlynn Atkins, General Counsel

Notices will be effective on the first business day following receipt thereof. Notices sent by certified mail or courier will be deemed received on the date of delivery as indicated on the return receipt or delivery notice; notices sent by facsimile will be deemed received on the date transmitted as indicated on the facsimile transmission confirmation page. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no

notice was given, shall not affect the validity or the effectiveness of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, either Party may from time to time, at any time change its contact information listed above in this section 14 (*Notices*).

14. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party provided, however, that so long as a Party is not in default under this Agreement, that Party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks.

15. Confidentiality. By virtue of the Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information means any and all technical and non-technical information provided by either Party to the other, including but not limited to trade secret, and proprietary information of all types, including, but not limited to, business methods, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning financial information, procurement requirements, purchasing, manufacturing, customer lists, customer data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties. Each Party shall permit access to Confidential Information of the other Party only to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 16 with regard to a disclosure that was in response to a valid order by a court or other governmental body or otherwise required by law, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. Nothing shall prevent either party from disclosing the terms or pricing under the Agreement in accordance with the requirements of the Illinois Open

Meetings Act or Illinois Freedom of Information Act or in any legal proceeding arising from or in connection with the Agreement or from disclosing the Confidential Information to a governmental entity or pursuant to lawfully issued subpoena as required by law.

16. Entire Agreement. This Agreement, including all Exhibits, Schedules and Statements of Work hereto (which are incorporated herein by reference), constitutes the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, between the Parties concerning the same, whether written or oral. Should any term contained in any Exhibit conflict with any provision of this Agreement, the provision contained in this Agreement controls, unless the term contained in the Exhibit expressly states otherwise. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein.

17. Modifications and Amendments. This Agreement shall not be modified or amended in any respect except by written instrument duly executed by or on behalf of each of the Parties. Any language or provisions contained on either Party's website or product schedule or contained in any shrinkwrap or "clickwrap" agreement, shall be of no force and effect and shall not in any way supersede, modify or amend this Agreement.

18. No Third Parties. No person other than the Parties to this Agreement has any rights or remedies to, under or deriving from this Agreement. This Agreement creates no third-party benefits.

19. Severability. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

20. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement may be completed by electronic signature or e-mail transmission. Electronic or e-mail signatures shall have the same force and effect as an original, hard copy of such signature.

b. Survival. The representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the termination of this Agreement.

c. Choice of Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Parties' consent that any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in the State of Illinois and the parties waive any right to object to the jurisdiction of the State of Illinois over any dispute concerning this Agreement.

d. Non-Waiver. Any waiver, permission, consent or approval of any kind or nature by any party hereto, must be in writing and shall be effective only in the specific instance, to the extent of and for the specific purpose given, and the same shall not operate or be construed as a waiver of any subsequent breach, default, provision or condition of this Agreement by any party hereto, including the party to whom originally given.

e. Successors. This Agreement shall be binding upon and inure to the benefit of Contractor and Customer and their representative successors and/or assigns.

f. Time is of the Essence. Time is of the essence with respect to each Party's obligations under this Agreement.

g. All Contractor employees performing service under this Agreement will undergo a criminal background check in accordance with the requirements of the Illinois School Code. Contractor will not assign an employee to perform services under this Agreement who has been convicted of a prohibited offense as set forth in the School Code, or to whom the Customer has a reasonable objection.

[SERVICE AGREEMENT SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto as of the day and year first written above have duly executed this Agreement.

ANDY FRAIN SERVICES, INC., an Illinois Corporation

By: \_\_\_\_\_

Laura Grund  
Executive Vice President

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

PROSPECT HEIGHTS SCHOOL DISTRICT 23

By: \_\_\_\_\_

Amy McPartlin  
Assistant Superintendent of Finance & Operations

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

## SCHEDULE 1

### STATEMENT OF WORK

This Statement of Work ("Statement of Work") is entered into as of November 15, 2023 (the "Effective Date") by and between Andy Frain Services, Inc. ("Contractor"), an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL 60504, and Prospect Heights School District 23 ("Customer"), having its principal place of business at 700 N. Schoenbeck Rd., Prospect Heights, IL 60070. Contractor and Customer may be collectively referred to herein as the "Parties". All capitalized terms used but not otherwise defined in this Statement of Work shall have the meanings ascribed to such terms in the Agreement (defined below).

WHEREAS, the Parties entered into that certain Service Agreement (the "Agreement");

WHEREAS, the Parties desire to execute this Statement of Work which is issued pursuant to the Agreement;

WHEREAS, the Parties agree that this Statement of Work shall be incorporated by reference into the Agreement;

Now therefore, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. The Services shall consist of Crossing Guard and event service personnel furnished for Customer at the Property (defined below).
2. Term. The Term of this Statement of Work shall be from November 15, 2023 to June 30, 2024, with three (3) one-year Customer options to renew options to renew.
3. Service Location. At such specific locations pursuant to written post orders (defined below) ("Property").
4. Scope of Work. Provide Crossing Guard and event personnel ("Service Personnel") at the Property pursuant to Customer's requested post orders.
5. Rates. Contractor shall provide the Service Personnel and any necessary equipment at the below hourly rate:

Service Personnel	Regular	Overtime	Holiday
Crossing Guards	\$39.69	\$59.54	\$59.54
Crossing Guard Supervisor	\$39.69	\$59.54	\$59.54

The Parties expressly agree to a minimum one-hour billable per shift.

Included:

- All management and administrative cost; industry standard Crossing Guard training and state certification (for licensed positions)
- Pre-employment drug screening
- All uniforms, payroll and associated expense
- All recruiting, screening and hiring expense
- Workers Compensation, Auto, and General Liability Insurance
- All criminal background checks per Illinois School Code requirements

Additional coverage hours requested by Customer beyond those set forth in the Deployment will be billed at standard bill rates with one-week advance notice, additional coverage hours without one-week advance notice, will be billed at 1 1/2 time the standard bill rate.

Holiday pay and bill rates will be 1-1/2 times the normal rate.

Holidays: New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

Invoicing: a) due in accordance with the Illinois Local Government Prompt Payment Act.

Invoices shall be sent to Amy McPartlin at [amcpartlin@d23.org](mailto:amcpartlin@d23.org).

6. This Statement of Work shall be incorporated into the Agreement by reference.

7. The Parties hereby acknowledge that this Statement of Work may contain terms and conditions that conflict with the terms and conditions of the Agreement. To the extent of any such conflict, the Parties agree that the terms and conditions of the Agreement shall control. In addition, the Parties agree that the Agreement shall not be modified, supplemented, or amended by the terms of any invoice, purchase order, and/or other document.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Statement of Work as of the first date written above.

**CONTRACTOR:**  
**ANDY FRAIN SERVICES, INC.**

**CUSTOMER:**  
**PROSPECT HEIGHTS SCHOOL  
DISTRICT 23**

By: \_\_\_\_\_  
Laura A. Grund  
Vice President

By: \_\_\_\_\_  
Amy McPartlin  
Assistant Superintendent of  
Finance & Operations

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

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

<b>District 23 Historical - ISBE Transportation Claim Reimbursements</b>				
<b>Transp. Costs During School Year</b>	<b>Reimbursement Amount Due as Calculated on Claim</b>	<b>FY Reimbursement Received</b>	<b>Actual Reimbursement Received from State</b>	<b>Claim Notes/ Adjustments</b>
2016-17	\$443,357.00	2018	\$502,182.00	
2017-18	\$542,642.00	2019	\$515,865.00	
2018-19	\$483,583.00	2020	\$500,999.00	ISBE Audit Adjustment -\$44,416
2019-20	\$513,486.00	2021	\$506,527.00	
2020-21	\$201,678.00	2022	\$326,054.00	
2021-22	\$615,495.00	2023	\$682,402.00	
2022-23 Original	\$779,157.00			
2022-23 Revised	\$913,349.00	2024	TBD	Increase of \$134,192



**PROSPECT HEIGHTS DISTRICT 23  
BOARD OF EDUCATION  
ACTION ITEM**

**Date:** November 9, 2023  
**Title:** Window Treatment Replacement Services - Bid  
**Contact:** Amy McPartlin, Assistant Superintendent for Finance & Operations

**BACKGROUND INFORMATION:**

In accordance with the planned replacement of windows, siding and doors at the Grodsky Administration Center, Betsy Ross and Anne Sullivan Elementary Schools, bids were solicited for the purchase and installation of Draper roller shades as a part of this project. The bid required vendors to submit pricing for a predetermined number of windows that have been planned for replacement this summer, pending Board approval. All shades were specified to be: Greenguard Certified, NFPA Certified 701-99 for Flame-Resistant Textiles and built to meet the American National Standard for Safety of Corded Window Covering Products. They come with a full, 25-year warranty.

Pricing was requested for shade replacements at the Grodsky Administration Building, Betsy Ross and Anne Sullivan Elementary Schools and MacArthur Middle School. Pricing for MacArthur is to be held firm until June, 2026 with the ability to lower pricing if work can be done during the Summer of 2025. Administration recommends moving forward with purchasing the boards for Grodsky, Betsy Ross and Anne Sullivan only and will likely purchase the shades for MacArthur during the 2025-26 school year.

**ADMINISTRATIVE CONSIDERATIONS:**

Bids were received after newspaper advertisement in the Daily Herald. Additionally, bids were sent to 3 Draper vendors. All bids received were opened and evaluated utilizing a rubric based on the required components and services.

<u>Vendor</u>	<u>Total Amount</u>
<b>AllStar Drapery &amp; Window Treatment Co.</b>	<b><u>(Grodsky, Ross &amp; Sullivan)</u></b>
<b>(Buffalo Grove, IL)</b>	<b>\$ 33,660.00</b>
	<b><u>MacArthur Middle School</u></b>
	<b>\$ 33,395.00</b>

The lowest responsible bidder meeting the District’s specifications is being recommended.

**RECOMMENDED ACTION:**

That the Board of Education accepts the bid from AllStar Drapery & Window Treatment Co. in the amount of \$33,660.00



**PROSPECT HEIGHTS DISTRICT 23  
FINANCE COMMITTEE  
MEMORANDUM**

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**Date:** November 1, 2023

**Title:** Discussion of the DRAFT 2023 Tentative Tax Levies and Resolution for the Proportional Allocation of Taxes

**Contact:** Amy McPartlin, Assistant Superintendent for Finance & Operations

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**Background**

The Board of Education annually approves a property tax levy that is limited by the following items: Voter approved maximum tax rates, Illinois School Code maximum tax rates, Cook County Property Tax Cap; prior year equalized assessed valuation computation, growth in new property, and the property assessment cap. District 23 must file the adopted property tax levy with the Cook County Clerk's Office no later than the last Tuesday in December each year.

Following review and approval of the tentative levy on November 9th, the Board of Education will authorize the publication of a notice in The Daily Herald regarding the 2023 Proposed Property Tax Levy. This notice will advise the community of the amount of the tax levy increase and the date of the public hearing on the levy. The levy is to then be approved after the hearing at the December 14th Board of Education Meeting. The draft notice of the Truth in Taxation Hearing has been attached.

**Administrative Consideration**

Administration has worked with our partners at Raymond James and Chapman & Cutler to prepare the DRAFT 2023 Tentative Tax Levy. This document serves as the preliminary estimate of the 2023 Property Tax Levy as required by Illinois State Statutes. Generally speaking, the tax levy sets forth the maximum dollar amount that can be received from property taxation in a given year. In addition to individual rate limits in the Operations & Maintenance, Working Cash and Tort, the tax levy is subject to the limitations of the Property Tax Extension Limitation Legislation (PTELL), otherwise known as the tax cap, and restricts the growth in property tax revenue to the lesser of 5% or the annual change in the U.S. Consumer Price Index (CPI) for the previous calendar year, excluding new property. The 2022 Consumer Price Index had a rate of 6.5%, Therefore, the most we can increase the levy under the tax cap is 5%, while also accounting for potential new property.

As the District is contemplating a referendum request, the strategy behind the 2023 levy involves the need to capture all potential revenue should we be successful in March. If the

referendum is successful, the District will only get the rate increase requested. We need to levy, planning for a successful effort or we would potentially lose out on the first year of increased funding. There is no chance of an organic significant increase in funding unless the EAV abnormally jumps up which is extremely unlikely after a reassessment year. It is in the District's best interest to levy high enough, as to not lose out on any potential revenue, as it cannot be reclaimed in subsequent years. Funding from the 2023 tax levy will come into the District during the fall of 2024, in the 2025 fiscal year.

The levy is filed by fund, but limited in aggregate by the PTELL and excludes the Debt Service Fund. The District's goal is to levy the maximum amount allowable under the specifications of PTELL in order to generate revenues sufficient to meet increasing operating costs. Approved bond and interest levies, along with the value of new property, are exempt from the tax cap.

This tentative tax levy has been prepared to continue to maximize new funding by shifting it to the Education Fund and adding potential referendum revenues to both the Education and Operations and Maintenance Funds in order to address future payments for the expansion related debt certificates and operational increases.

The Truth in Taxation Act requires the Board of Education to determine a proposed levy amount at least twenty days prior to final adoption of the property tax levy. If the proposed aggregate levy, which excludes the Debt Service levy, exceeds 105% of the prior year aggregate extension, then a public hearing must be held prior to levy adoption. As the current levy increase is over the 105% of the prior year, the Truth in Taxation public hearing is required.

Currently, the outstanding bonds paid from the Debt Service Extension Base (DSEB) are capped at 5% under PTELL. As CPI has exceeded 5% for the past two bond issuances, 7% in 2021 and 6.5% in 2022, the District will need two supplemental tax levies for debt service to take full advantage of the additional CPI on the DSEB to pay outstanding debt. The amount referenced will be filed through a separate resolution, as provided by Chapman & Cutler and Raymond James. The supplemental levies on the 2021 and 2022 bond issuances have been attached and are to be approved and submitted with our 2023 levy in December.

### **Recommendation**

At this time, we are recommending moving forward with a levy of 26.11% based on the need to protect potential referendum funding and our assumptions of 5% CPI (Capped) and \$5,000,000 in new construction (consistent with our past estimates).

This recommendation is a balance of the need to safeguard our District from losing potential revenue and negative perceptions caused by an unnecessarily high request.

The draft levy has been attached for the Committee's review.

### Important Disclaimer

This Levy Calculation Form is a worksheet that allows the District to calculate and analyze the available levy and extension amounts and is prepared for informational purposes only. Reasonable efforts and generally accepted methods of calculation have been incorporated into the spreadsheets. However, PMA Financial Network, LLC takes no responsibility for the accuracy of the output and it is highly recommended that users verify calculations independently. The data input, projections, and assumptions provided in this form are based on the information provided by the District. PMA will not verify the accuracy of the data provided by the District and is not responsible for any inaccuracies or incompleteness that appears in the data provided in this form.

Furthermore, the Levy Calculation Form includes a copy of the Illinois State Board of Education Certificate of Tax Levy which is approved for use in 2006. PMA believes this Levy Calculation Form to be current, but the District should verify that with the Illinois State Board of Education.

## PMA Levy Worksheet Instructions

Please note that you need to start on the "Input" worksheet and then go to the "Calculations" worksheet and then finally print the "Certificate of Tax Levy and the Explanation" worksheet at the end.

### INPUT worksheet

Start on this worksheet. Enter the information requested in the green boxes. The majority of the information can be found on your most recent tax extension from your county clerk(s). You will need to estimate your current EAV and new construction value (if you are tax capped). Make sure the totals at the bottom of the "Input" worksheet equal your most recent tax extension.

### CALCULATIONS worksheet

You only have access to enter information in the green boxes. Use the Levy Amount \$ and/or Levy Increase % Input columns to adjust your levy, if needed. Typically, you would enter a number that is larger than the estimated extension column to make sure you capture all available funds. Any number entered in either of these columns will override and/or increase the estimated extension column.

Non-tax capped districts must enter a levy value for the Municipal Retirement, Social Security, and Tort funds in the Levy Amount \$ column.

Enter a dollar amount to be levied for SEDOL (Lake County only) and Bond & Interest in the appropriate box.

The Levy Amount column on the far right is what will carry over to the Certificate of Tax Levy worksheet.

If Capped, review the box labeled Levy Amount Below/Above Estimated Extension. This is your "cushion". This number should not be negative. If Non-Capped, all levy amounts should exceed estimated maximum extension.

Use the percentages at the bottom right for your truth in taxation notice, if applicable.

### TAX CALCULATOR - Calculations

You only have access to enter information in the green boxes. This calculator is based off the data in the "Calculations" worksheet.

The calculator allows for debt service abatement scenarios to offset the operating increase. The worksheet will highlight if the abatement amount exceeds the actual debt service levy.

***The calculator assumes the example home value increases by the overall reassessment rate. Variations in residential re-assessments, and between property classifications will cause an individual home's value to vary from the computed estimate.***

### EXTENSIONS worksheet

You only have access to enter information in the green boxes. If applicable, input the County Loss %.

For "what-if" scenario analysis, please input a percentage change in Existing EAV and a New Property amount to sensitivity test the proposed levy for variations in EAV assumptions. The "Extensions" worksheet will highlight in pink if you should consider changing the inputs on the "Calculations" worksheet to possibly prevent an under levy outcome.

When the actual data is received in the spring, insert the actual percentage change in EAV and the actual new property. If permitted by the county(ies), you may use cells L18-L28 to reallocate the extension between funds so long as the adjusted amounts do not exceed the levy for the fund.

Insert the actual Bond and Interest extension into cell I35 and the actual SEDOL extension (Lake County only) into cell I33.

### TAX CALCULATOR - Extensions

You only have access to enter information in the green boxes. This calculator is based off the data in the "Extensions" worksheet.

This calculator allows the user to estimate the taxpayer impact for what-if scenarios for variations in EAV assumptions, and also the estimated impact based on the final extension information.

For "what-if" taxpayer impact calculations, insert the B&I levy (without loss cost or abatement) into cell I35 and the SEDOL levy (Lake County only) into cell I33 into the "Extensions" worksheet.

**Note, once the actual Bond & Interest extension is known and input on the "Extension" tab in cell I35, no input is needed for the Loss Cost and Abatement cells.**

***The calculator assumes the example home value increases by the overall reassessment rate. Variations in residential re-assessments, and between property classifications will cause an individual home's value to vary from the computed estimate.***

### Certificate of Tax Levy worksheet

Print this page. All data on this worksheet comes from the "Input" or "Calculations" worksheets.

Enter the day and month in cells B45 and D45.

**LEVY INPUT PAGE - ASSUMPTIONS**

**Legend**

District Assumptions & Data Entry
Calculated Values
Review Needed

Tax Levy Year

District Name  Enter District Name  
 District Number  Enter District Number  
 Aggregate or County 1  Enter County 1 Name or Enter "Aggregate" to enter Aggregate Extension Below  
 County 2  Enter County 2 Name to Itemize County Extension Below  
 County 3  Enter County 3 Name to Itemize County Extension Below  
 County 4  Enter County 4 Name to Itemize County Extension Below  
 Fill out County names as needed - leave other boxes blank

PTELL - Tax Capped  Choose Yes or No

Cook County Prior Year EAV Limit  Choose Yes or No

**Critical Assumptions - Formulas in this workbook are dependent on assumptions entered for PTELL & Cook County questions**

Original Tax Levy Certificate   
 Amended Tax Levy Certificate

Enter "x" in one box only

Lesser of 5% or Consumer Price Index  Lesser of 5% or CPI for Year Ending 2022, Applies to the 2023 Levy

Actual Rate Setting EAV for 2022  Enter Actual Rate Setting EAV for 2022

Estimated Existing EAV % Change for 2023  Enter Reassessment Percentage Before New Property

Estimated New Property for 2023  Enter Estimated New Property

Estimated Total EAV for 2023  Includes New Property

Total % Change From Prior Year  Includes New Property

No. of Tax Levied Bond Issues Outstanding  Flow-through to Certificate of Tax Levy, Verify Records with County Clerk(s)

**Note, do not include the amount of PTAB revenue recapture added to the extension pursuant to Public Act 102-0519.**

	Input Statutory Maximum Tax Rate	Total 2022 Extension for all Counties	Input 2022 Cook County Extension
Educational		\$17,407,000.00	17,407,000.00
Operations & Maintenance	0.55	\$1,419,094.00	1,419,094.00
Transportation		\$1,045,648.00	1,045,648.00
Working Cash	0.05	\$153,113.00	153,113.00
Municipal Retirement		\$336,102.00	336,102.00
Social Security		\$336,102.00	336,102.00
Fire Prevention & Safety *	0.10	\$0.00	
Tort Immunity		\$74,690.00	74,690.00
Special Education	0.40	\$0.00	
Leasing		\$0.00	
Custom Fund Name		\$0.00	

Total Capped Extension for 2022  20,771,749.00

SEDOL IMRF (Lake County Only)

Bond and Interest Extension for 2022

Total 2022 Extension  Include Abatements for Truth in Taxation (35 ILCS 200/18-70)  
 This Includes Abatements for the Property Tax Relief Grant

\* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

2023 LEVY CALCULATION PAGE

Original Assumptions	
Consumer Price Index	5.00%
Actual Total EAV for 2022	\$667,751,656

Legend	
District Assumptions & Data Entry	
Calculated Values	
Review Needed	

Limiting Rate: (Prior Year Extension x (1+ Lesser of 5% or CPI))  
 (Total EAV - New Property)

Estimated Existing EAV % change for 2023	2.50%
Estimated Existing EAV Value for 2023	\$684,445,447

Estimated New Property for 2023: \$5,000,000

Estimated Total EAV for 2023	\$689,445,447
Estimated Total EAV % change for 2023	3.25%

*Includes New Property  
Includes New Property*

Limiting Rate	3.1866
Estimated Capped Extension	\$21,969,664.97

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension using Prior Year EAV	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Operational	\$17,407,000.00	0.55	\$3,700,134.11	\$18,410,869.41	\$20,000,000		\$20,000,000.00
Transportation	\$1,419,094.00	0.05	\$336,375.83	\$1,500,933.78	\$3,700,000		\$3,700,000.00
Working Cash	\$1,045,648.00			\$1,105,950.98	\$1,400,000		\$1,400,000.00
Municipal Retirement	\$153,113.00			\$161,943.09	\$200,000		\$200,000.00
Social Security	\$336,102.00			\$335,485.15	\$400,000		\$400,000.00
Fire Prevention & Safety *	\$336,102.00	0.10	\$672,751.66	\$335,485.15	\$400,000		\$400,000.00
Tort Immunity	\$0.00			\$0.00	\$95,000		\$95,000.00
Special Education	\$74,690.00	0.40	\$2,691,006.62	\$78,997.41	\$95,000		\$95,000.00
Leasing	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00
	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00
<b>Capped Extension</b>	<b>\$20,771,749.00</b>			<b>\$21,969,664.97</b>			<b>\$26,195,000.00</b>

	Levy Amount Above Estimated Extension	Truth in Taxation
	\$4,225,335.03	26.11% YES
		<i>Truth in Taxation Required</i>

SEDOL IMRF Extension	\$0.00	Estimated SEDOL IMRF Levy	\$0.00
Bond & Interest Extension	\$1,383,279.00	Estimated Bond and Interest Levy	\$1,379,687.00
		Bond & Int. Levy	\$1,379,687.00

*(Levy County Only, Included in Truth in Taxation Calculation)*  
*(County Clerk Levies Bond & Interest for the District, Verify Records with County Clerk)*

Total Extension	\$22,155,028.00	Total Levy	\$27,574,687.00	24.46%
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**2023 TAX EXTENSION WORKSHEET**

Original Assumptions	
Estimated % Change to Existing EAV for 2023	2.50%
Estimated New Property for 2023	\$3,000,000
Estimated Total EAV for 2023	\$689,445,447
Estimated Total EAV Change for 2023	3.25%

Legend	
	District Assumptions & Data Entry
	Calculated Values
	Review Needed

Original Estimate	Scenario Actual
Limiting Rate	3.1866
Capped Extension	\$21,969,665
	\$21,810,336

**Scenario Assumptions**

Actual % Change to Existing EAV for 2023  
 Actual New Property for 2023  
 Actual Total EAV for 2023  
 Actual Total EAV Change for 2023

Reduction Factor: 81.2530%

Does This Levy Capture All Available Property Taxes Under These Assumptions?  
 YES - All Available Tax Capped Dollars Have Been Captured

Current Levy Amount	County Loss %	Total Levy with County Loss %	Scenario Calculated Tax Rate	Maximum Tax Rate using Prior Year EAV	Maximum Allowable Extension	Maximum Allowable Extension x Reduction Factor	Final Tax Rate	Spring Extension Adjustment Between Funds	Final Adjusted Extension	Final Adjusted Tax Rate
Educational	3.00%	\$20,600,000	3.0850	3.0850	\$20,600,000.00	\$16,738,127.85	2.5066	\$0.00	\$16,738,127.85	2.5066
Operations & Maintenance	3.00%	\$3,700,000	0.5707	0.5500	\$3,672,634.11	\$2,984,127.15	0.4469	\$0.00	\$2,984,127.15	0.4469
Transportation	3.00%	\$1,400,000	0.2159	0.2159	\$1,442,000.00	\$1,171,668.95	0.1755	\$0.00	\$1,171,668.95	0.1755
Working Cash	3.00%	\$206,000	0.0308	0.0308	\$206,000.00	\$167,381.28	0.0251	\$0.00	\$167,381.28	0.0251
Municipal Retirement	3.00%	\$400,000	0.0617	0.0617	\$412,000.00	\$334,762.56	0.0501	\$0.00	\$334,762.56	0.0501
Social Security	3.00%	\$400,000	0.0617	0.0617	\$412,000.00	\$334,762.56	0.0501	\$0.00	\$334,762.56	0.0501
Fire Prevention & Safety *	3.00%	\$0	0.0000	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00	0.0000
Tort Immunity	3.00%	\$95,000	0.0147	0.0147	\$97,850.00	\$79,506.11	0.0119	\$0.00	\$79,506.11	0.0119
Special Education	3.00%	\$0	0.0000	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00	0.0000
Leasing	3.00%	\$0	0.0000	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00	0.0000
	0.00%	\$0	0.0000	0.0000	\$0.00	\$0.00	0.0000	\$0.00	\$0.00	0.0000

Capped Levy/Extension/Rate	\$26,195,000	\$26,980,850	4.0406	4.0198	\$26,842,484.11	\$21,810,336.45	3.2662	\$0.00	\$21,810,336.45	3.2662
SEDOL, IMRF Levy	\$0			Actual SEDOL, IMRF Extension/Rate			0.0000	Take County Only		0.0000
Bond & Interest Levy	\$1,379,687			Actual Bond & Interest Extension/Rate			0.0000	Includes Less % Added by County Clerks		0.0000
Total Levy	\$27,574,687			Actual Total Extension/Rate		\$21,810,336	3.2662			3.2662

Original:   
 Amended:

**ILLINOIS STATE BOARD OF EDUCATION**  
 School Business and Support Services Division  
 (217) 785-8779

**CERTIFICATE OF TAX LEVY**

*A copy of this Certificate of Tax Levy shall be filed with the County Clerk of each county in which the school district is located on or before the last Tuesday of December.*

District Name Prospect Heights School District 23	District Number 23	County Cook
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**Amount of Levy**

Educational	\$ 20,000,000	Fire Prevention & Safety *	\$ 0
Operations & Maintenance	\$ 3,700,000	Tort Immunity	\$ 95,000
Transportation	\$ 1,400,000	Special Education	\$ 0
Working Cash	\$ 200,000	Leasing	\$ 0
Municipal Retirement	\$ 400,000	Other	\$ 0
Social Security	\$ 400,000	<b>Total Levy</b>	\$ 26,195,000

\* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

See explanation on reverse side.

Note: Any district proposing to adopt a levy must comply with the provisions set forth in the Truth in Taxation Law.

**We hereby certify that we require:**

the sum of 20,000,000 dollars to be levied as a special tax for educational purposes; and  
 the sum of 3,700,000 dollars to be levied as a special tax for operations and maintenance purposes; and  
 the sum of 1,400,000 dollars to be levied as a special tax for transportation purposes; and  
 the sum of 200,000 dollars to be levied as a special tax for a working cash fund; and  
 the sum of 400,000 dollars to be levied as a special tax for municipal retirement purposes; and  
 the sum of 400,000 dollars to be levied as a special tax for social security purposes; and  
 the sum of 0 dollars to be levied as a special tax for fire prevention, safety, energy conservation, disabled accessibility, school security and specified repair purposes; and  
 the sum of 95,000 dollars to be levied as a special tax for tort immunity purposes; and  
 the sum of 0 dollars to be levied as a special tax for special education purposes; and  
 the sum of 0 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and  
 the sum of 0 dollars to be levied as a special tax for \_\_\_\_\_; and  
 the sum of 0 dollars to be levied as a special tax for \_\_\_\_\_  
 on the taxable property of our school district for the year 2023

Signed this 14 day of December, 2023 . \_\_\_\_\_  
 (President)

\_\_\_\_\_  
 (Clerk or Secretary of the School Board of Said School District)

When any school is authorized to issue bonds, the school board shall file a certified copy of the resolution in the office of the county clerk of each county in which the district is situated to provide for the issuance of the bonds and to levy a tax to pay for them. The county clerk shall extend the tax for bonds and interest as set forth in the certified copy of the resolution, each year during the life of the bond issue. Therefore to avoid a possible duplication of tax levies, the school board should not include a levy for bonds and interest in the district's annual tax levy.

Number of bond issues of said school district that have not been paid in full 5 .

(Detach and Return to School District)

This is to certify that the Certificate of Tax Levy for School District No. 23 , Cook County, Illinois, on the equalized assessed value of all taxable property of said school district for the year 2023 was filed in the office of the County Clerk of this County on 2023 .

In addition to an extension of taxes authorized by levies made by the Board of Education (Directors), an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon.

The total levy, as provided in the original resolution(s), for said purposes for the year 2023 , is \$ \_\_\_\_\_.

\_\_\_\_\_  
 (Signature of County Clerk)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (County)

**NOTICE OF PROPOSED PROPERTY TAX INCREASE  
FOR PROSPECT HEIGHTS PUBLIC SCHOOL DISTRICT 23**

I. A public hearing to approve a proposed property tax levy increase for Prospect Heights Public School District 23, Cook County, Illinois, for 2023 will be held on December 14, 2023 at 7:00 p.m. at the Grodsky Administration Center, 700 N. Schoenbeck Road, Prospect Heights, Illinois. Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Dr. Don Angelaccio, Superintendent, 700 N. Schoenbeck Road, Prospect Heights, Illinois 60070, (847) 870-3850.

II. The corporate and special purpose property taxes extended or abated for 2022 were \$20,771,749.

III. The proposed corporate and special purpose property taxes to be levied for 2023 are \$26,195,000. This represents an 26.11% increase over the previous year.

IV. The property taxes extended for debt service and public building commission leases for 2022 were \$1,383,279.

V. The estimated property taxes to be levied for debt service and public building commission leases for 2023 are \$1,379,687. This represents a -0.26% change from the previous year.

VI. The total property taxes extended or abated for 2022 were \$22,342,970.

VII. The estimated total property taxes to be levied for 2023 are \$27,574,687 This represents an 23.41% increase over the previous year.

**NOTE TO PUBLISHER:**

1. Notice shall be no less than one-eighth (1/8) page in size.
2. The smallest type used shall be 12 point.
3. Total notice to be enclosed within a black border no less than one-quarter (1/4) of an inch wide.
4. Notice shall not be placed in paper where legal notices or advertisements appear.
5. If there is a question call: Amy McPartlin at (847) 870-5552.
6. **Please publish on Monday, December 4, 2023.**

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

\* \* \*

WHEREAS, School District Number 23, Cook County, Illinois (the “*District*”), is a duly organized School District operating under the provisions of the School Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “*School Code*”); and

WHEREAS, the District has heretofore issued and has outstanding its General Obligation Limited Tax School Bonds, Series 2021, dated June 9, 2021 (the “*Bonds*”); and

WHEREAS, the Bonds were issued as limited bonds pursuant to and in accordance with the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, pursuant to a resolution adopted by the Board of Education of the District (the “*Board*”) on the 12th day of May, 2021 (as supplemented by a notification of sale related to the Bonds and a supplemental tax levy resolution adopted by the Board on the 14th day of December, 2022, the “*Bond Resolution*”), and in accordance with the provisions of the School Code and the Debt Reform Act, the District has heretofore levied taxes upon all of the taxable property within the District to pay the principal of and interest on the Bonds as set forth in Column (B) of the schedule attached hereto as *Exhibit A*; and

WHEREAS, the Bond Resolution has been filed with the County Clerk of the County of Cook, Illinois (the “*County Clerk*”); and

WHEREAS, pursuant to the Bond Resolution, the District has directed the County Clerk to extend the taxes levied in the Bond Resolution to pay principal of and interest on the Bonds in accordance with the terms of the Bond Resolution; and

WHEREAS, although the obligation of the District to pay the Bonds is a general obligation under the School Code and all taxable property in the District is subject to the levy of taxes to pay the Bonds without limitation as to rate, the amount of said taxes that will be extended to pay the Bonds is limited by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “*Tax Extension Limitation Law*”); and

WHEREAS, pursuant to and in accordance with the provisions of the Debt Reform Act, the Bonds are payable from the debt service extension base of the District (the “*Base*”), which is an amount equal to that portion of the extension of the District for the 1994 levy year constituting an extension for payment of principal of and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year; and

WHEREAS, the Base for levy year 2023 is equal to \$1,383,959.05 (the “*Base*”); and

WHEREAS, the principal of and interest due on the Bonds exceeds the taxes levied in the Bond Resolution in certain levy years; and

WHEREAS, in accordance with the School Code, the Debt Reform Act and the Tax Extension Limitation Law, the District has the authority to adopt a supplemental levy causing the amount of taxes levied to pay the principal of and interest on the Bonds to be increased up to the amount of the Base or the amount of the principal of and interest due on the Bonds (as set forth in Column (A) of *Exhibit A*) and the District’s other outstanding limited bonds payable from the taxes levied for each such levy year, whichever is less; and

WHEREAS, the Board has heretofore determined and does hereby determine that it is necessary and in the best interests of the District that the District adopt supplemental tax levies to pay the principal of and interest on the Bonds as further described herein:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of School District Number 23, Cook County, Illinois, as follows:

*Section 1.* The preambles to this Resolution are hereby found and determined to be true, correct and complete and are hereby incorporated into this Resolution by this reference.

*Section 2.* The District does hereby levy for each of the years 2023 to 2030, inclusive, the supplemental amounts set forth in Column (C) of *Exhibit A*, which levy shall be extended against all of the taxable property in the District for the purpose of paying the principal of and interest on the Bonds. The taxes herein levied shall be in addition to and in excess of the taxes levied in the Bond Resolution. A schedule showing the aggregate of the taxes levied in the Bond Resolution and the taxes levied in this Resolution is set forth in Column (D) of *Exhibit A*.

*Section 3.* Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2023 to 2030, inclusive, ascertain the rate necessary to produce the tax as set forth in Column (D) of *Exhibit A*, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for school purposes, in order to raise the respective amount aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general school purposes of the District. When collected, the taxes hereby levied for the Bonds shall be placed to the credit of the special fund heretofore created and designated as the “School Bond and Interest Fund of 2021”, which taxes are hereby irrevocably

pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds. A certified copy of this Resolution shall also be filed with the School Treasurer who receives the taxes of the District.

*Section 4.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 5.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 14, 2023.

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President, Board of Education

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Secretary, Board of Education

**EXHIBIT A**

**SUPPLEMENTAL AND TOTAL TAXES LEVIED AND TO BE EXTENDED FOR THE BONDS**

	(A)	(B)	(C)	(D)
YEAR OF LEVY	DEBT SERVICE DUE ON THE BONDS	TAXES LEVIED IN THE BOND RESOLUTION (AS SUPPLEMENTED)	SUPPLEMENTAL TAX LEVIED HEREIN	TOTAL TAXES TO BE EXTENDED TO PRODUCE
2023	\$ 105,400.00	\$ 97,482.66	\$7,917.34	\$ 105,400.00
2024	275,400.00	275,400.00	0.00	275,400.00
2025	253,600.00	253,600.00	0.00	253,600.00
2026	402,400.00	402,400.00	0.00	402,400.00
2027	430,000.00	430,000.00	0.00	430,000.00
2028	456,000.00	456,000.00	0.00	456,000.00
2029	1,000,400.00	995,291.66	5,108.34	1,000,400.00
2030	322,400.00	322,400.00	0.00	322,400.00

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of School District Number 23, Cook County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a true, correct and complete copy of the resolution adopted by the Board at a meeting of the Board held on the 14th day of December, 2023, and entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

which said resolution as adopted at said meeting appears in the transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of December, 2023.

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Secretary, Board of Education

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

duly adopted by the Board of Education of School District Number 23, Cook County, Illinois, on the 14th day of December, 2023, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting School Treasurer who receives the taxes of School District Number 23, Cook County, Illinois (the “*District*”), and as such official I do further certify that on the 14th day of December, 2023, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

duly adopted by the Board of Education of the District on the 14th day of December, 2023, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of December, 2023.

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School Treasurer

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

\* \* \*

WHEREAS, School District Number 23, Cook County, Illinois (the “*District*”), is a duly organized School District operating under the provisions of the School Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “*School Code*”); and

WHEREAS, the District has heretofore issued and has outstanding its General Obligation Limited Tax School Bonds, Series 2022, dated November 2, 2022 (the “*Bonds*”); and

WHEREAS, the Bonds were issued as limited bonds pursuant to and in accordance with the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, pursuant to a resolution adopted by the Board of Education of the District (the “*Board*”) on the 18th day of October, 2022 (the “*Bond Resolution*”), and in accordance with the provisions of the School Code and the Debt Reform Act, the District has heretofore levied taxes upon all of the taxable property within the District to pay the principal of and interest on the Bonds as set forth in Column (B) of the schedule attached hereto as *Exhibit A*; and

WHEREAS, the Bond Resolution has been filed with the County Clerk of the County of Cook, Illinois (the “*County Clerk*”); and

WHEREAS, pursuant to the Bond Resolution, the District has directed the County Clerk to extend the taxes levied in the Bond Resolution to pay principal of and interest on the Bonds in accordance with the terms of the Bond Resolution; and

WHEREAS, although the obligation of the District to pay the Bonds is a general obligation under the School Code and all taxable property in the District is subject to the levy of taxes to pay the Bonds without limitation as to rate, the amount of said taxes that will be extended to pay the

Bonds is limited by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “*Tax Extension Limitation Law*”); and

WHEREAS, pursuant to and in accordance with the provisions of the Debt Reform Act, the Bonds are payable from the debt service extension base of the District (the “*Base*”), which is an amount equal to that portion of the extension of the District for the 1994 levy year constituting an extension for payment of principal of and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year; and

WHEREAS, the Base for levy year 2023 is equal to \$1,383,959.05 (the “*Base*”); and

WHEREAS, the principal of and interest due on the Bonds exceeds the taxes levied in the Bond Resolution in certain levy years; and

WHEREAS, in accordance with the School Code, the Debt Reform Act and the Tax Extension Limitation Law, the District has the authority to adopt a supplemental levy causing the amount of taxes levied to pay the principal of and interest on the Bonds to be increased up to the amount of the Base or the amount of the principal of and interest due on the Bonds (as set forth in Column (A) of *Exhibit A*) and the District’s other outstanding limited bonds payable from the taxes levied for each such levy year, whichever is less; and

WHEREAS, the Board has heretofore determined and does hereby determine that it is necessary and in the best interests of the District that the District adopt supplemental tax levies to pay the principal of and interest on the Bonds as further described herein:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of School District Number 23, Cook County, Illinois, as follows:

*Section 1.* The preambles to this Resolution are hereby found and determined to be true, correct and complete and are hereby incorporated into this Resolution by this reference.

*Section 2.* The District does hereby levy for each of the years 2023 to 2031, inclusive, the supplemental amounts set forth in Column (C) of *Exhibit A*, which levy shall be extended against all of the taxable property in the District for the purpose of paying the principal of and interest on the Bonds. The taxes herein levied shall be in addition to and in excess of the taxes levied in the Bond Resolution. A schedule showing the aggregate of the taxes levied in the Bond Resolution and the taxes levied in this Resolution is set forth in Column (D) of *Exhibit A*.

*Section 3.* Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2023 to 2031, inclusive, ascertain the rate necessary to produce the tax as set forth in Column (D) of *Exhibit A*, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for school purposes, in order to raise the respective amount aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general school purposes of the District. When collected, the taxes hereby levied for the Bonds shall be placed to the credit of the special fund heretofore created and designated as the "School Bond and Interest Fund of 2022", which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds. A certified copy of this Resolution shall also be filed with the School Treasurer who receives the taxes of the District.

*Section 4.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 5.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 14, 2023.

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President, Board of Education

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Secretary, Board of Education

**EXHIBIT A**

**SUPPLEMENTAL AND TOTAL TAXES LEVIED AND TO BE EXTENDED FOR THE BONDS**

	(A)	(B)	(C)	(D)
YEAR OF LEVY	DEBT SERVICE DUE ON THE BONDS	TAXES LEVIED IN THE BOND RESOLUTION	SUPPLEMENTAL TAX LEVIED HEREIN	TOTAL TAXES TO BE EXTENDED TO PRODUCE
2023	\$ 116,478.00	\$ 62,764.58	\$53,713.42	\$ 116,478.00
2024	185,434.00	80,647.24	65,902.81	146,550.05
2025	196,954.00	65,300.24	65,902.81	131,203.05
2026	152,952.00	119,056.24	33,895.76	152,952.00
2027	155,342.00	99,456.24	55,885.76	155,342.00
2028	152,558.00	77,256.24	65,902.81	143,159.05
2029	154,774.00	62,764.58	60,794.47	123,559.05
2030	1,116,816.00	995,656.24	65,902.81	1,061,559.05
2031	900,276.00	900,276.00	0.00	900,276.00

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of School District Number 23, Cook County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a true, correct and complete copy of the resolution adopted by the Board at a meeting of the Board held on the 14th day of December, 2023, and entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

which said resolution as adopted at said meeting appears in the transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of December, 2023.

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Secretary, Board of Education

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

duly adopted by the Board of Education of School District Number 23, Cook County, Illinois, on the 14th day of December, 2023, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting School Treasurer who receives the taxes of School District Number 23, Cook County, Illinois (the “*District*”), and as such official I do further certify that on the 14th day of December, 2023, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of School District Number 23, Cook County, Illinois.

duly adopted by the Board of Education of the District on the 14th day of December, 2023, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of December, 2023.

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School Treasurer

**RESOLUTION TO INSTRUCT THE COUNTY CLERK  
HOW TO APPORTION 2023 TAX LEVY EXTENSION REDUCTIONS  
PROSPECT HEIGHTS SCHOOL DISTRICT 23, COOK COUNTY, ILLINOIS**

**WHEREAS**, 1-10 of the Property Tax Extension Limitation Law ("PTELL") provides that the County Clerk shall extend a tax rate for the sum of a taxing district's funds that is not greater than the limiting rate; and

**WHEREAS**, PTELL 1-10 further provides that if the County Clerk is required to reduce the aggregate extension of a taxing district, the clerk shall proportionally reduce the extension for each fund unless otherwise requested by the taxing district; and

**WHEREAS**, the Board of Education (the "Board") of Prospect Heights School District 23, County of Cook, State of Illinois (the "District") has adopted a levy for the year 2023 for taxes for the following purposes or funds of said district: Educational, Operations and Maintenance, Debt Service, Transportation, Municipal Retirement, Social Security and Tort Immunity; and

**WHEREAS**, the Board has determined that if the County Clerk must extend taxes in an amount that is less than the aggregate amount of the levy for 2023, such reduction shall be proportionate in all funds other than Debt Service;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Prospect Heights School District 23, County of Cook, State of Illinois, as follows:

**Section 1:** That the Board of Education hereby finds and determines that all of the recitals in the preambles to this Resolution are full, true, and correct and does hereby incorporate them into this Resolution by reference.

**Section 2:** If the County Clerk is prohibited by the PTELL from extending taxes for the full amount of the 2023 aggregate levy of the District, the District hereby directs to the County Clerk to proportionally reduce the levy year 2023 extension for each fund, other than Debt Service.

**Section 3:** This Resolution shall be in full force and effect forthwith upon its passage.

Member \_\_\_\_\_ moved and Member \_\_\_\_\_  
seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the members voted as follows:

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

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

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

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President, Board of Education  
Prospect Heights School District 23  
Cook County, Illinois

ATTEST:

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Secretary, Board of Education  
Prospect Heights School District 23  
Cook County, Illinois

DATE: \_\_\_\_\_

