

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT 23 FINANCE COMMITTEE MEETING
MONDAY, DECEMBER 4, 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. Financial Reporting to the Committee

Amy will provide an update on the Year to Date Revenues and Expenditures.

B. Final Tax Levy and Supplemental Tax Levies for the 2023 Tax Year - INFORMATION 2

The 2023 Tax Year Levy is included for review and has been approved by Liz Hennessy with Raymond James. Also included are the two Supplemental Tax Levy Resolutions that have been developed by Chapman and Cutler as calculated by Liz. All levies, along with an updated resolution for a proportional reduction across all funds will be presented for approval at the December 14, 2023 BOE meeting.

C. Build a Better D23 Update 28

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

D. Security Camera Plan - Discussion 32

Amy will provide an update on the phased approach to security camera additions and replacements.

E. Erate Contract Renewal 37

The annual E-Rate contract documents with Gerry Zeller have been attached for the Committee's review.

a. **Contract** for Funding Year 2024

b. The **Letter of Agency** allowing Gerry to file E-Rate documents on behalf of the District

c. Our **Funding Year 2024 Initial Fee Invoice** - Fee remains unchanged from prior years

Following approval, the solicitations for E-Rate eligible work will be issued on the District's behalf.

F. Transportation Extension - Update

Amy will share an update on the transportation extension with First Student.

G. January Meeting Date - DISCUSSION

III. Old Business

IV. New Business

V. Adjournment

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. 1
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.

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

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

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

*Includes New Property
Includes New Property*

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension using Prior Year EAV
Operational	\$17,407,000.00	0.55	\$3,700,134.11
Operations & Maintenance	\$1,419,094.00		
Transportation	\$1,045,648.00	0.05	\$336,375.83
Working Cash	\$153,113.00		
Municipal Retirement	\$336,102.00		
Social Security	\$336,102.00	0.10	\$672,751.66
Fire Prevention & Safety *	\$0.00		
Tort Immunity	\$74,690.00		
Special Education	\$0.00	0.40	\$2,691,006.62
Leasing	\$0.00	0.00	\$0.00
	\$0.00	0.00	\$0.00

	Weighted Extension Based on Prior Year Extension	Levy Amount \$	Levy Increase %	Final Levy Amount
Operational	\$18,410,869.41	\$20,000,000		\$20,000,000.00
Operations & Maintenance	\$1,500,933.78	\$3,700,000		\$3,700,000.00
Transportation	\$1,105,950.98	\$1,400,000		\$1,400,000.00
Working Cash	\$161,943.09	\$200,000		\$200,000.00
Municipal Retirement	\$335,485.15	\$400,000		\$400,000.00
Social Security	\$335,485.15	\$400,000		\$400,000.00
Fire Prevention & Safety *	\$0.00	\$0.00		\$0.00
Tort Immunity	\$78,997.41	\$95,000		\$95,000.00
Special Education	\$0.00	\$0.00		\$0.00
Leasing	\$0.00	\$0.00		\$0.00
	\$0.00	\$0.00		\$0.00

Capped Extension	\$20,771,749.00
------------------	-----------------

Estimated Total EAV for 2023	\$21,969,664.97
------------------------------	-----------------

Levy Amount Above Estimated Extension

Capped Levy	\$26,195,000.00
Levy Amount Above Estimated Extension	\$4,225,335.03

Truth in Taxation	
26.11%	YES
<i>Truth in Taxation Required</i>	

SEDOL IMRF Extension	\$0.00
----------------------	--------

Estimated SEDOL IMRF Levy

Estimated SEDOL IMRF Levy	\$0.00
---------------------------	--------

SEDOL IMRF Levy	\$0.00
-----------------	--------

Bond & Interest Extension	\$1,383,279.00
---------------------------	----------------

Estimated Bond and Interest Levy

Estimated Bond and Interest Levy	\$1,379,687.00
----------------------------------	----------------

Bond & Int. Levy	\$1,379,687.00
-0.26%	

Total Extension	\$22,155,028.00
-----------------	-----------------

Total Levy	\$27,574,687.00
24.46%	

(County Clerk Leaves Bond & Interest for the District, Verify Records with County Clerk)

24.46%	
--------	--

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
Operational	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%	\$3,811,000	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%	\$1,442,000	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%	\$97,850	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	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

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.

Table with 3 columns: District Name (Prospect Heights School District 23), District Number (23), County (Cook)

Amount of Levy

Table listing various levy categories and amounts: Educational (\$20,000,000), Operations & Maintenance (\$3,700,000), Transportation (\$1,400,000), Working Cash (\$200,000), Municipal Retirement (\$400,000), Social Security (\$400,000), Fire Prevention & Safety (\$0), Tort Immunity (\$95,000), Special Education (\$0), Leasing (\$0), Other (\$0), Total Levy (\$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.

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.

President, Board of Education

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.

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.

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.

President, Board of Education

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.

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.

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: _____

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

ATTEST:

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

DATE: _____



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

Date: December 14, 2023
Title: Facilities & Finance Update, December 2024
Contact: Don Angelaccio, Superintendent
 Amy McPartlin, Assistant Superintendent for Finance & Operations

BACKGROUND INFORMATION:

As discussed in prior Committee and Board meetings, we continue to work to address our current facility needs and plan for potential funding opportunities. District 23 has maximized currently available funding while also moving forward with our next opportunity for community support through a Spring 2024 referendum effort.

Following December Board action on the March 19, 2024 referendum question, the next question for the Board is whether or not to continue to move forward with the preliminary construction design work, in an effort to further refine the design documents and cost estimates. As we have shared, the current question calls for a tax rate increase that would provide sufficient revenue to address both the issuance of \$25.5M in construction debt certificates as well as the annual \$1.2M operational increase.

Updated Cost Comparison	Original		
Design Starts	N/A	Dec. 2023	April 2024
Solution	8 classrooms 12 offices MPR Office Library Playground Ball Field	8 classrooms 12 offices MPR Office Library Playground Ball Field	8 classrooms 12 offices MPR Office Library Playground Ball Field
Cost	\$20.4 M	\$25.5 M	\$26.4 M
Tax Impact per \$350K Home	\$456	\$456	\$470
Election Date	April 2023	March 2024	March 2024
Construction Starts	N/A	August 2024	March 2025
Building Opens	N/A	August 2025	August 2026

Our long-range planning has identified significant programming and facility needs that we hope to address through additional funding secured through a successful March referendum question. The need to modify our current kindergarten programming to provide for full-day instruction continues to be a pressing issue. With the likely adoption of legislation requiring full-day kindergarten, the District must address both facility/space needs and operational costs. The above chart has previously been shared with the Board and reflects escalating costs based on the formal start of the construction design process. The projected cost of \$25.5M is contingent on design starting in December 2023.

Following several discussions with our partners at both ARCON Associates and Nicholas Associates, we have included a timeframe for both deliverables and payments for construction design services which would total approximately \$610,000 in advance of the March referendum. Funds are currently available in the District's Working Cash Fund and are included in the total construction cost projections. To complete the design and construction document work, post-referendum up to bidding is projected to cost \$381,000.

Conceptually, there are four phases to the process of design that culminate with final blueprints and specifications for Bid Documents:

- 1) **Preliminary Investigation:** This phase consisted of early inquiry into needs assessment and options, including site visits, Board and Admin discussions, community focus groups, and preliminary design renderings. Base cost projections are made using these conceptual drawings. District 23 completed this phase between December 2021 and Spring 2023.
- 2) **Schematic Design:** During the Schematic Design process, the school's program requirements were verified and the floor plan was established. District 23 has started this process already and dedicated \$215,000 toward this work: A site survey and geotechnical report were completed and reviewed. Zoning and code reviews were initiated. Initial building systems concepts were explored and outlined via system narratives and system approaches were selected by the district. Civil drawings establishing grading and stormwater detention were created. Exterior elevations and building sections were provided to establish structure and building materials. This phase is mostly complete, pending MWRD and City approval processes.
- 3) **Design Development:** The Design Development phase documents shall illustrate and describe the development of the approved Schematic Design documents. Deliverables shall consist of progress drawings including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the size and character of the project as to the architectural, structural, mechanical and electrical systems. Design Development documents shall include outline specifications and identify major materials and systems and establish in general their quality levels.
- 4) **Construction Documents Phase:** The Construction Documents shall illustrate and describe the further development of the approved Design Development documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. The construction documents shall consist of 29 Civil plans, landscape plans, composite and partial floor plans, door and frame schedules, exterior elevations, building sections, wall sections, roof plans and details, exterior details, plan details, interior elevations,

reflected ceiling plans, toilet room plans and details, room finish plans and schedules. The plans as specifications shall reach milestone completion dates at 25%, 50%, 75% and 95% at which time the progress documents will be delivered to the CM for budgeting and will be reviewed with the Owner.

Throughout this process, our Construction Committee will participate in monthly construction meeting discussions and review of progress, then share with the Board/public at each monthly meeting.

Recommendation:

Administration recommends approval of the following course of action regarding continued design work and construction preparations in order to complete the project in August 2025 at the current projected costs:

Time Frame	Action	Projected Cost
December 2023 January 2024	ARCON completes Formal Design Development	\$228,375
February	NA distributes Design Development Budget	
	ARCON distributes 25% Construction Documents	\$190,313
March	NA distributes 25% Construction design budget	
	ARCON distributes 50% Construction Documents	\$190,313
March 19, 2024 - Presidential Primary Election - Ballot Question		
April	NA distributes 50% Construction design budget	
	ARCON distributes 75% Construction Documents	\$190,313
May	NA distributes 75% Construction design budget	
	ARCON distributes 95% Construction Documents	\$190,313
	Mechanical Equipment Pre-purchase	TBD
June	NA distributes 95% Construction design budget	
	Out to Bid and Mandatory Pre-Bid Meeting	TBD
July	Bid Opening	
August	Board Approval	
	Construction Commencement	TBD

Further planning would be required based upon the March 2024 referendum results. With a successful referendum in March 2024, but without following the above recommended course of action, Construction design and the remaining steps would begin in April 2024, with an anticipated Construction commencement of Spring 2025 and completion in August 2026, resulting in a one-year delay and approximate \$1M increase in cost.

With an unsuccessful referendum vote, the Board would need to determine if a November 2024 referendum is appropriate and/or identify programmatic cuts and cost-saving measures to provide required full-day kindergarten without additional referendum funding. Project scope, cost, and legislative requirements will all factor into the timeline and program impact.

Administration believes this recommendation is both a practical necessity and a financially prudent step in the process. The up-front investment in design work will save future costs and expedite services and programs to our students. Lastly, alternate configurations based on potential project reductions will be included in this design process to minimize additional expense and duplication of work should changes in scope be necessary.



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

Date: December 14, 2023
Title: Security Camera Installation & Replacement Project
Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations

BACKGROUND INFORMATION:

Following the unsuccessful COPS Grant Application, Administration regrouped on the security camera proposals and developed a phased approach that would allow for incremental additions at a more conservative pace. In all, three phases have been developed that reflect a “scaled back” approach to the number of cameras, while allowing for strategic coverage in key areas of each building.

The following schedule illustrates the phases of installation as well as the approximate total dollar amount of each phase. At this point, costs should be viewed as a “not to exceed” amount, as adjustments in product selection may be made once installation commences, reflecting a further reduction in cost.

ProCom Security Camera Installation Schedule			
Phase 1	MacArthur & Eisenhower	December 20-31, 2023	\$82,029.00
Phase 2	Replacement of Existing 25	Spring Break, 2024	\$46,451.00
Phase 3	Ross & Sullivan	August, 2024	\$58,670.00
TOTAL Project Cost			\$187,150.00

ADMINISTRATIVE CONSIDERATIONS:

Following conversations with several vendors and evaluation of multiple camera systems, ProCom Enterprises (Elk Grove, IL) was selected as the District’s vendor of choice. ProCom distributes, installs, and supports Motorola products, including the Avigilon cameras, which we have selected here. As we look at perpetual five-year licensing, we will own the cameras we buy, which gives us more options after five years, compared to vendors that tie cameras strictly to licensed use. We have had positive experience with Motorola and their products and partners before, including with our currently utilized Walkie Talkie system.

We continue to look for strategic opportunities to align our technology services with partner vendors in a way to increase the interoperability of our programs and services. The Motorola solution, along with

the ProCom partnership have come highly recommended. In his evaluations, Chris interviewed a fellow Tech Director, currently using the Motorola solution through ProCom. In addition to the appeal of working with a local partner, the Tech Director shared positives about the cameras themselves and support, saying ProCom is “very responsive, supportive, and understanding.”

This project does not require public bidding. As it involves the transfer of data and security information, it is exempt under Illinois School Code.

Funds have been budgeted for in the District’s FY24 Capital Projects Account.

RECOMMENDED ACTION:

Administration recommends that the Board of Education approves the phased approach to the replacement of existing and addition of new cameras at each District location and the contract with ProCom Enterprises for a total amount not to exceed \$200,000.

Estimate



COMPANY NAME **SD23 Prospect Heights**
 ADDRESS 1 N. Schoenbeck Rd.
 CITY, STATE, ZIP Prospect Heights, IL
 CONTACT Christopher Alms
 PHONE
 MOBILE

Procom Enterprises, Ltd
 951 Busse Rd. Elk Grove Village, IL 60007
 Phone 847-545-0101

DATE 11/28/2023
 ESTIMATE

COMMENTS Ph.1 Avigilon Alta Install

PROJECT NAME Phase 1 Avigilon Alta Install (Eis/Mac)

Scope of the Job	PARTS DESCRIPTION	Q
Eisenhower:	5 Year Avigilon Alta License	26
(9) Cloud Cameras	Multi Head Camear (with accessories)	11
+ (4) Multi Head	Outside Dome Camera (5mp)	4
+ (2) 5mp Outside Dome	Fisheye Camera (9mp)	7
+ (2) Fisheye	Compact Dome (5mp)	4
+ (1) Compact Domes	Cable Installation	26
(9) 5 Year Licenses	Cable (cat 6)	6
(9) New Cable Runs (Cable Installation Labor)	Mounting Hardware	1
MacArthur:	Camera Installation	26
(17) Cloud Cameras	Competitive Discount	-1
+ (7) Multi Head		0
+ (2) 5mp Outside Dome		0
+ (5) Fisheye		0
+ (3) Compact Domes		0
(17) 5 Year Licenses		0
(17) New Cable Runs (Cable Installation Labor)		0
*Cameras have 30 Days of Storage		0

MONTHLY SUBSCRIPTION NONE

LIFT RENTAL \$ -
 TAX \$ -

S&H \$ 750.00 Parts & Labor Total \$ 82,279.00

GRAND TOTAL \$ 83,029.00

This Exhibit and the Agreement constitute the entire agreement between the Parties and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter. They also prevail over any conflicting or additional terms of any quote, invoice, acknowledgement, pre-printed P.O. terms, or similar communication between the Parties during the term of the Agreement. No modification to the Agreement or this Exhibit will be binding unless it is in writing and signed by an authorized representative of each Party. Procom Enterprises, Ltd. makes no representations or warranties of merchantability, fitness for purpose, or any other express or implied warranties. It shall not be liable for special, indirect, or consequential damages. The remedies set forth in this instrument are exclusive, and the liability of Procom Enterprises, Ltd. with respect to any contract or sale or anything done in connection with the same, whether in contract, in tort, under any warranty, or otherwise, shall not exceed the price of the equipment or part on which such liability is based. No returns will be accepted after 15 days from delivery. Procom Enterprises, Ltd. should not be responsible for any data loss or the cost of any data recovery or malfunction of any hardware or software. The customer hereby authorizes the repairs and acknowledges the express lien on the described equipment to secure the amount of the repair and charges, and agrees to pay all costs, expenses, and attorney fees for collection. Past due payments are subject to a 3% monthly interest rate

Acceptance

Signature x _____

Name _____ Date _____

Estimate



COMPANY NAME **PH SD23**
 ADDRESS 1 N. Shoenbeck Rd.
 CITY, STATE, ZIP Prospect Heights, IL
 CONTACT Christopher Alms
 PHONE
 MOBILE

Procom Enterprises, Ltd
 951 Busse Rd. Elk Grove Village, IL 60007
 Phone 847-545-0101

DATE 12/1/2023
 ESTIMATE

COMMENTS Existing Camera Replacements
 (Budget Cost)

PROJECT NAME Replacement of Existing Cameras

Scope of the Job	PARTS DESCRIPTION	Q
(25) Total Existing Cameras to be REPLACED	5 Year Subscription (Avigilon Alta)	25
(25) 5 Year Subscription Licenses	5mp Dome (not compact)	22
(22) 5mp Dome Cameras	Fisheye Camera	2
(2) Fisheye Cameras	8mp Bullet Style Camera	1
(1) Bullet Style 8mp Camera	Labor to install cameras & configure	25
*Cable Existing and to be re-used	Competitive Discount	-1
*Network Switch by District		
*All 110v Power by District (existing)		

MONTHLY SUBSCRIPTION NONE

LIFT RENTAL \$ -
 TAX \$ -

S&H \$ 200.00 Parts & Labor \$ 46,251.00

GRAND TOTAL \$ 46,451.00

This Exhibit and the Agreement constitute the entire agreement between the Parties and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter. They also prevail over any conflicting or additional terms of any quote, invoice, acknowledgement, pre-printed P.O. terms, or similar communication between the Parties during the term of the Agreement. No modification to the Agreement or this Exhibit will be binding unless it is in writing and signed by an authorized representative of each Party. Procom Enterprises, Ltd. makes no representations or warranties of merchantability, fitness for purpose, or any other express or implied warranties. It shall not be liable for special, indirect, or consequential damages. The remedies set forth in this instrument are exclusive, and the liability of Procom Enterprises, Ltd. with respect to any contract or sale or anything done in connection with the same, whether in contract, in tort, under any warranty, or otherwise, shall not exceed the price of the equipment or part on which such liability is based. No returns will be accepted after 15 days from delivery. Procom Enterprises, Ltd. should not be responsible for any data loss or the cost of any data recovery or malfunction of any hardware or software. The customer hereby authorizes the repairs and acknowledges the express lien on the described equipment to secure the amount of the repair and charges, and agrees to pay all costs, expenses, and attorney fees for collection. Past due payments are subject to a 3% monthly interest rate

Acceptance

Signature x _____

Name _____ Date _____

Estimate



COMPANY NAME **SD23 Prospect Heights**
 ADDRESS 1 N. Schoenbeck Rd.
 CITY, STATE, ZIP Prospect Heights, IL
 CONTACT Christopher Alms
 PHONE
 MOBILE

Procom Enterprises, Ltd
 951 Busse Rd. Elk Grove Village, IL 60007
 Phone 847-545-0101

DATE 11/28/2023
 ESTIMATE

COMMENTS Ph.2 Avigilon Alta Install

PROJECT NAME Phase 2 Avigilon Alta Install (Ros/Sul)

Scope of the Job	PARTS DESCRIPTION	Q
Ross:	5 Year Avigilon Alta License	19
(8) Cloud Cameras	Multi Head Camear (with accessories)	8
+ (4) Multi Head	Outside Dome Camera (5mp)	5
+ (2) 5mp Outside Dome	Fisheye Camera (9mp)	2
+ (1) Fisheye	Compact Dome (5mp)	4
+ (1) Compact Domes	Cable Installation	19
(8) 5 Year Licenses	Cable (cat 6)	4
(8) New Cable Runs (Cable Installation Labor)	Mounting Hardware	1
Sullivan:	Camera Installation	19
(11) Cloud Cameras	Competitive Discount	-1
+ (4) Multi Head		
+ (3) 5mp Outside Dome		
+ (1) Fisheye		
+ (3) Compact Domes		
(11) 5 Year Licenses		
(11) New Cable Runs (Cable Installation Labor)		
*Cameras have 30 Days of Storage		

MONTHLY SUBSCRIPTION NONE

LIFT RENTAL \$ -
 TAX \$ -

S&H \$ 675.00 Parts & Labor Total \$ 57,995.00

GRAND TOTAL \$ 58,670.00

This Exhibit and the Agreement constitute the entire agreement between the Parties and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter. They also prevail over any conflicting or additional terms of any quote, invoice, acknowledgement, pre-printed P.O. terms, or similar communication between the Parties during the term of the Agreement. No modification to the Agreement or this Exhibit will be binding unless it is in writing and signed by an authorized representative of each Party. Procom Enterprises, Ltd. makes no representations or warranties of merchantability, fitness for purpose, or any other express or implied warranties. It shall not be liable for special, indirect, or consequential damages. The remedies set forth in this instrument are exclusive, and the liability of Procom Enterprises, Ltd. with respect to any contract or sale or anything done in connection with the same, whether in contract, in tort, under any warranty, or otherwise, shall not exceed the price of the equipment or part on which such liability is based. No returns will be accepted after 15 days from delivery. Procom Enterprises, Ltd. should not be responsible for any data loss or the cost of any data recovery or malfunction of any hardware or software. The customer hereby authorizes the repairs and acknowledges the express lien on the described equipment to secure the amount of the repair and charges, and agrees to pay all costs, expenses, and attorney fees for collection. Past due payments are subject to a 3% monthly interest rate

Acceptance

Signature x _____

Name _____ Date _____

**AGREEMENT FOR E-RATE CONSULTING SERVICES
For Funding Year 2024 (7/1/2024 – 6/30/2025)**

THIS AGREEMENT (the "Agreement") is made as of this _____ day of _____, 2023 by and between **PROSPECT HTS SCHOOL DIST 23**, 700 N SCHOENBECK RD, PROSPECT HTS, IL, 60070-1231 **BEN 135314** (the "Applicant") and **ZELLER AND ASSOCIATES, LLC**, 2827 Covert Road, Glenview, IL 60025-4606 CRN 16051885, (the "Consultant").

RECITALS:

- The Applicant desires to have a Consultant prepare the documentation, forms and applications regarding the Federal Communications Commission ("FCC") Schools and Libraries Program, commonly referred to as the E-Rate Program (E-Rate).
- Applicant has the authority to enter into an **Agreement** with a Consultant for purposes of complying with the FCC E-Rate Program.
- Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Applicant and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Professional Services Provided. The Applicant hereby agrees to engage the Consultant to provide the Applicant with the services (the "Services") consisting of:

Best practice consulting services in all matters related to Category One and Category Two applications of the Federal Communication Commission E-Rate filings with the schools and library division ("SLD"); including E-Rate Program rules, regulations, policies, procedures, guidelines and deadlines.

Services provided by the Consultant under this agreement to include the following:

1. Advise Applicant on E-Rate compliance including updates on rules or regulatory changes, as applicable.
2. Advise Applicant of eligible services (USAC Eligible Service List "ESL").
3. Advise and assist Applicant in the vendor selection process, sharing all vendor proposals and ensuring compliance with program rules and regulations.
4. Advise and coordinate the preparation and filling of FCC Forms: 470, 471, 486, 500; and related forms, e.g. RAL:
 - a. Notify service providers of applicant's reimbursement payment option(s): by filing vendor specific documents indicating the monthly discount option (SPI) or the applicant reimbursement option (BEAR) as necessary;
 - b. Prepare and file as required:
 1. Invoice Deadline Extension Request(s) (IDER);
 2. Service Provider Identification Number (SPIN) change requests;
 3. Service Substitution Requests.
5. Respond to requests from USAC:
 - a. Program Integrity Assurance (PIA) requests;
 - b. Selective Review Information Requests (SRIR) related to a contracted filing year (current); and/or
 - c. Payment Quality Assurance (PQA) requests.
6. Prepare and file USAC and/or FCC appeals, if necessary.
7. Track, file, and reconcile applicant invoices for current funding year.
8. Act as the applicant's main point of contact with the SLD.
9. Provide Applicant with copies of documents and correspondence that the applicant must be maintain for ten (10) years after the last date of service
10. Other services or tasks which the Parties may agree on.

Applicant Responsibilities

- USAC – EPC Portal: Applicant agrees to designate Zeller and Associates, LLC, as the Applicant’s “E-Rate” consultancy with “Full Rights” as defined by USAC granted to Gerry Zeller, Brian Kelly, David Gornstein, and any other consultant as requested, in consultation with the Applicant, by Zeller and Associates, LLC;
- Provide all required / requested information and data necessary for successful filing of all forms with the SLD in a timely manner;
- Take official action to review drafts and promptly sign and return all forms required for filing with a third party in a timely manner;
- Inform the Consultant at least forty-five (45) days prior to the signing of any contract that may concern E-Rate Eligible services;
- Inform the Consultant within two (2) business days of any communication the Applicant receives from the SLD of the Universal Service Administrative Company (“USAC”);
- Promptly pay Consultant’s fee(s) for services rendered. All payments are due and payable upon receipt of the invoice, unless other payments options have been agreed upon by the parties;
- Retain all necessary E-Rate documentation and correspondence relative to the program for at least ten (10) years from the last date of service as required by the FCC.

Compensation. For the services rendered by the Consultant as described by this Agreement, the Applicant will provide compensation (the "Compensation") to the Consultant as follows:

For Funding Year 2024 (July 1, 2024 to June 30, 2025): Five percent (5.0%) of the actual funding received by the applicant.

- \$750 of this fee due at the signing of this agreement. This initial fee is nonrefundable.
- Half of the total fee will be due September 1, 2024 or within 30 days of receipt of the Funding Year 2024 Funding Commitment Decision Letter.
- The balance will fall due after the last day of the Funding Year (June 30, 2025) or when the applicant has completed receiving the total of Funding Year 2024’s reimbursements.

Additional Compensation. The Applicant understands that the Compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services in all matters related to Category One and Category Two applications performed by the Consultant. At the written request of the Applicant, the Consultant will provide additional Professional Services, compensation as agreed to by the parties.

Term. The term of this Agreement ("Term") will commence with the signing of this agreement and will remain in full force and effect until the Program has paid the applicant all approved amounts for the specified funding year or until all issues with the funding year are resolved. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Termination. Either party may terminate this Agreement by delivering written notice at least (30) days prior to the proposed termination date.

Conflict of Interest. No business or personal relationship exists between any applicant employee and the consultant.

Attorney’s Fees and Costs. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgement.

Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Confidentiality. Confidential information refers to any data or information relating to the Applicant, whether business or personal, which would reasonably be considered to be private or proprietary to the Applicant and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm

to the Applicant. The Consultant agrees that (s)he will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the applicant, or required by law. This obligation will survive for a period of one (1) year from the termination of this Agreement.

Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the Applicant.

Limitation of Liability. The Applicant is responsible for verifying the accuracy of information submitted to the Consultant. The Consultant disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the Applicant to the Consultant. By submitting information, the Applicant understands that Consultant will submit the information to USAC, and shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of funding, data or other intangible losses, resulting from the Applicant's non-response or incomplete response and/or the Applicant's inaccurate, invalid, incorrect, or incomplete provision of information.

Modification of Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Applicant.

In the event Zeller and Associates, LLC is unable to perform the above duties; with the consent of the Applicant, they may be assumed by David Gornstein, of E-Rate Funding Services, LLC, 718 Saint Nicholas Drive, O'Fallon, IL 62269 CRN 16082747; Home Office: 618-589-9233; Fax: 866-735-8070; Cell: 973-714-3724; Email: dave.erfs@att.net.

Governing Law. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Authority. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. The Agreement contains all the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

ACCEPTED on this ___ day of _____ 2023.

Print Name of Authorized Signatory:

Title:

Signature:

X

For Zeller and Associates, LLC:

Gerard "Gerry" F. Zeller

Title:

Consultant

Signature:

**LETTER OF AGENCY FOR THE
FCC’S SCHOOL AND LIBRARIES PROGRAM (E-RATE PROGRAM)
FY2024 (July 1, 2024 – June 30, 2025)
PROSPECT HTS SCHOOL DIST 23
700 N SCHOENBECK RD
PROSPECT HTS, IL 60070-1231**

PROSPECT HTS SCHOOL DIST 23, BEN 135314, has retained **Zeller and Associates, LLC (CRN 16051885)**, under contract as an Independent Consultant to serve as its’ agent in all matters related to E-Rate Funding Year 2024. This letter authorizes the Consultant and its authorized representatives to engage in all necessary and appropriate E-Rate application activities for the funding years(s) described herein, as well as follow-up actions as necessary related to ALL prior funding years.

I understand that, in submitting any E-Rate Program forms on our behalf, E-Rate Funding Services is making certifications for our school/district/library/consortium. By signing this Letter of Agency, I make the following certifications:

- a. I certify that the school(s) in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million. I certify that the services that our school/district/library purchases under E-Rate, will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.
- b. I certify that the school/district/library has secured access to all of the resources necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services. I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- c. I certify that our school/district/library is compliant, or will be compliant at the time funded services are provided, with the Children’s Internet Protection Act.
- d. I certify that our school/district has complied with all E-Rate program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities. I certify that I am authorized to procure eligible services. I certify that I am authorized to submit this request on behalf of the eligible entity listed on this form.
- e. I certify that we will retain all E-Rate related documents for at least Ten years after the last day of service delivered; we will retain all documents necessary to demonstrate compliance with the statute and Commission rules, and I acknowledge that we may be audited pursuant to participation in the schools and libraries program.
- f. I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services are net of any rebates or discounts offered by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- g. I certify that our Form 470 (RFP) is posted and make it available for at least 28 days before considering all bids received. I certify that all bids submitted will be considered and the bid selected will be for the most cost-effective product/service offering, with price being the primary factor. I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them.

I certify that I am authorized to sign this letter of agency and, to the best of my knowledge, information, and belief, all information provided to E-Rate Funding Services for E-Rate submission is true. That entities receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

Print Name of Authorized Signatory:

Title:

Signature:

Date:

X

_____ day of _____ 2023

