

LISLE COMMUNITY UNIT SCHOOL DISTRICT 202
BOARD ROOM
5211 CENTER AVENUE
LISLE, ILLINOIS 60532
Board of Education Meeting
February 26, 2024
7:30 PM

Members of the public are welcome to attend all Lisle Community Unit School District 202 Board of Education meetings, including those held via video conferencing. Anyone wishing to view the meeting or provide comments is encouraged to review the information below.

In-Person Meeting Viewing: Guests are welcome to attend the meeting in-person in the Board Room.

Remote Meeting Viewing: The proceedings of the meeting will be streamed live and can be viewed using the following link: <http://www.youtube.com/c/LisleDistrict202>. Guests will join the meeting in view-only mode and will not be seen or heard in the meeting. A recording of the meeting will also be available on the School District website.

Public Comment: Public comments can be made in person or via email at publiccomment@lisle202.org. Comments must be received by 5:00 p.m. on the day on which the meeting is held. Comments submitted by the deadline will not be read aloud during the meeting, but rather will be provided to the School Board before the start of the meeting and will become part of the meeting record.

Please see the "Meeting Dates, Agendas and Minutes" page for links to the Board of Education meeting agendas, minutes and video feeds.

AGENDA

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Reading of Mission Statement
4. Public Comment
5. **ACTION ITEMS**
 - A. Consent Agenda:
 - (1) Board Meeting Minutes 3
 - (2) Payroll Pay Orders 8
 - (3) Vendor Pay Orders 29
 - (4) Personnel
 - a. Certified Retirement 65
 - b. Classified Resignation 69
 - c. Extra-Duty Employment 70
 - (5) Construction Contract - Lisle Junior High Renovations - Drywall 74
 - (6) District Administration Offices ACM Abatement RFP 77
 - (7) Pepper Construction Project Work Order #1 - Lisle Junior High School Renovations 87
 - (8) Agreement Between Lisle CUSD 202 and F&C Development, Inc. Concerning the "Family Square" Mixed-Use Redevelopment Project 126
 - (9) Approval of Amended 2023-2024 School Calendar 271
 - (10) Approval of 2024-2025 Amended School Calendar 273
 - (11) Approval of 2025-2026 School Calendar 275
6. **FINANCIAL INFORMATION** - The Board Acknowledges Receipt of the following Reports
 - A. Financial Report 277
 - B. Treasurer Report 278
7. **DISCUSSION ITEMS**
 - A. Board of Education Annual Policy Review 279
 - B. Additional Junior High Track Coach 302
 - C. Board Code of Conduct and Agreed Upon Norms Review 303
 - D. Freedom of Information Request(s) 309

E.	Public Comment Follow-up - None	
F.	Superintendent's Report	312
8.	<u>COMMITTEE REPORTS</u>	
A.	Educational Equity & Excellence (E3) - Did not meet	
B.	Facility Master Planning - Did not meet	
C.	Finance - See Finance Agenda	
D.	Policy - See "Board of Education Annual Policy Review" Agenda Item	
E.	Vision 202 - Did not meet	
9.	<u>BOARD REPRESENTATIVE REPORTS</u>	
A.	Home and School Organization	
B.	IASB Delegate to Board - Did not meet	
C.	Intergovernmental	315
D.	Legislative Education Network of DuPage (LEND)	317
E.	Lisle Education Foundation - Did not meet	
F.	School Association for Special Education in DuPage (SASED)	357
10.	Agenda Topics for Future Board Meetings	
11.	Adjourn to closed session to discuss the purchase or lease of real property for the use of the public body and the appointment, performance, discipline, compensation, or dismissal of employees.	
12.	Return to Open Session	
13.	<u>ACTION ITEMS</u>	
A.	Consent Agenda:	
	(1) Administrative - High School Principal	378
	(2) Village of Lisle Shared Space Intergovernmental Agreement	384
14.	Adjournment	

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Approval of Board of Education Meeting Minutes

SUGGESTED MOTION: That the Board of Education approve the open and closed session minutes from the January 22, 2024 meeting.

LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202
BOARD OF EDUCATION
REGULAR MEETING MINUTES
January 22, 2024

Record of Minutes of the Regular Meeting of the Board of Education of Lisle Community Unit School District 202, DuPage County Illinois, which was held in the Board Room of the Administrative Offices at 5211 Center Avenue Lisle, IL on January 22, 2024.

The meeting was called to order at 7:30 p.m. by President Ahlmann.

Present: Pam Ahlmann
Kate Foster
Dan Helderle
Steve Lesniak
Greg Nagler
Ranee Sims

Absent: Eunice McConville

Also Present: Keith Filipiak, Superintendent
Linda Kotalik, Assistant Superintendent
Dave Wilkinson, Director of Finance
Jen Law, Director of Student Services

Secretary Pro-tem

MRS. AHLMANN MOTIONED TO APPOINT MR. HELDERLE AS SECRETARY PRO-TEM FOR THE DECEMBER 18, 2023 BOARD OF EDUCATION MEETING

Motion carried with a voice vote of 6-0

The Pledge of Allegiance was recited.

Mrs. Ahlmann read the District Mission Statement.

Public Comment

- Hunter Cutler - Support for proposed changes to Board Policy 6:310

Consent Agenda

Motion by Mr. Lesniak, seconded by Mr. Nagler

TO APPROVE/ACCEPT THE FOLLOWING CONSENT AGENDA ITEMS AS PRESENTED;

- Minutes of the Regular and Closed Sessions of December 18, 2023
- December 2023 Payroll Pay Orders in the amount of \$1,705,998.85
- December 2023 Vendor Pay Orders in the amount of \$1,857,471.13
- Personnel:
 - Classified Employment
 - Maggie Dooley, Paraprofessional at Lisle Junior High School, will be placed at Step 0 (\$17.36/hr.).
 - Frank Horvath, Evening Custodian at Lisle Elementary School, will be placed at Step 7 (\$21.26/hr.).
 - Extra-Duty Employment
 - Karen Ball for Musical Costume Director at Lisle Senior High School. She is placed at Category V, Level 3 (Step 7, \$ 3,331)
 - Jaime Miller, for the BeCause Club Sponsor at Lisle Junior High School. She is placed at a Category VI, Level 1, Step 1 (\$526- to be prorated for the start date).
 - Extra-Duty Resignation
 - Scott Frigo, Assistant Track Coach at Lisle Senior High School, has submitted his resignation, which will be effective immediately.
 - Patrick Graff, Head Soccer Coach at Lisle Senior High School, has submitted his resignation to be effective at the end of the 2023-2024 Boys Soccer Season.
 - Designation of Persons to Prepare Tentative Budget for FY2025
 - Authorization to Release Closed Session Minutes for Public Inspection and Destruction of Audio Recordings
 - Board Policy 6:310 High School Credit for Non-District Experiences
 - Board Policy 5:220 - Substitute Teachers

Answering to a roll call vote:

AYE: Nagler, Sims, Foster, Lesniak, Helderle, Ahlmann

NAY: None

Motion carried 6-0

Financial Information

The Board Acknowledges Receipt of the following Reports:

- December 2023 Financial Report
 - December 2023 Treasurer's Report
 - Investment Concentration & Collateral Report - 12/31/2023
 - Quarterly Financial Update
-

Discussion Items

First Reading - Revised School Calendar 2024-2025

- Dr. Kotalik presented the revised 2024-2025 school calendar for review. The revised calendar takes into account the mandated Election Day holiday for the general election, effective January 2024, and adjusts early release and institute days in October and November. The calendar will be brought back for approval at the February Board meeting.

First Reading - School Calendar 2025-2026

- Dr. Kotalik presented the 2025-2026 school calendar for review. The calendar will be brought back for approval at the February Board meeting.
- Dr. Kotalik noted that the current 2023-2024 school year calendar will be revised once the possibility of winter weather has passed. If no more emergency days are used this year, the last day of school will be May 29, 2024.

Freedom of Information Request(s)

The District received Freedom of Information Act request(s) from the following individual(s):

- Nathan Mihelich, Illinois Retired Teachers Association

Public Comment Follow-up

The following individuals received the requested follow-up contact from the administration regarding their topic of discussion in December:

- Ray Sojka
- Lindsay Cutler
- Hunter Cutler

Superintendent Report

- See BoardBooks for the full report.

Areas of Focus Update

- Dr. Filipiak presented a brief overview of the progress made toward the Areas of Focus identified at the beginning of the school year in the areas of Operations, Finance, Communication, and Student Learning.
- See BoardBooks for the full report.

Committee Reports

Board Committee Report summaries are located in BoardBooks unless otherwise indicated.

- Educational Equity & Excellence (E3) - Did not meet
- Facility Master Planning - Did not meet
- Finance Committee - See Finance Agenda in BoardBooks
- Policy Committee - Did not meet - Board Policy 6:310, 5:220 included in Consent Agenda
- Vision 202 - Did not meet

Board Representative Reports

Board Representative Report summaries are located in BoardBooks unless otherwise indicated.

- Home and School Organization - Did not meet
- IASB Delegate to Board - Did not meet, DuPage Division Meeting March 5, 2024
- Intergovernmental - Did not meet
- Legislative Education Network of Dupage (LEND) - Did not meet, Meeting January 26, 2024
- Lisle Education Foundation - Did not meet
- SASSED - No report

Future Agenda Topics

- The scheduled Board Norms Review will occur at the February meeting.

Motion to Adjourn to Closed Session

At 8:06 p.m., motion by Mrs. Foster, seconded by Mrs. Sims
 ADJOURN TO CLOSED SESSION TO DISCUSS THE SETTING OF A PRICE FOR THE SALE OR LEASE OF
 PROPERTY OWNED BY THE PUBLIC BODY AND THE PURCHASE OR LEASE OF REAL PROPERTY FOR
 THE USE OF THE PUBLIC BODY AND THE APPOINTMENT, PERFORMANCE, DISCIPLINE,
 COMPENSATION OR DISMISSAL OF EMPLOYEES AND COLLECTIVE BARGAINING MATTERS AND
 STUDENT MATTERS.

Answering to a roll call vote:
 AYE: Foster, Sims, Nagler, Lesniak, Helderle, Ahlmann
 NAY: None
 Motion carried 6-0

Motion to Return to Open Session

At 9:14 p.m., motion by Mrs. Foster, seconded by Mrs. Sims
 RETURN TO OPEN SESSION
 Motion carried with a voice vote of 6-0

Motion to Adjourn

At 9:14 p.m., a motion by Mrs. Foster, seconded by Mrs. Sims
 THAT THE MEETING BE ADJOURNED.
 The motion carried with a voice vote of 6-0

ATTEST:

 President

 Secretary

LISLE COMMUNITY UNIT SCHOOL DISTRICT #202

PAYROLL PAY ORDERS

This is to certify that the Board of Education of Lisle Community Unit School District No. 202 ratified the following payroll pay orders: February 26, 2024

PAYROLL CHECKS ISSUED	Beginning	n/a	and Ending	n/a
	Beginning	n/a	and Ending	n/a
PAYROLL ACH DEPOSIT	Beginning	9000045886	and Ending	9000046179
	Beginning	9000046190	and Ending	9000046487
PAYROLL ACH VOID	Beginning	n/a	and Ending	n/a

FUND DISTRIBUTION

EDUCATIONAL	\$ 1,610,675.28
OPERATIONS & MAINTENANCE	\$ 99,796.05
DEBT SERVICES	\$ -
TRANSPORTATION	\$ 1,664.95
IMRF/SOCIAL SECURITY	\$ -
CAPITAL PROJECTS	\$ -
WORKING CASH	\$ -
TOTAL	<u>\$ 1,712,136.28</u>

President - Board of Education

Date

Secretary - Board of Education

Date

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045886	Pereshliuha, Mariya	100	792.28	491.31
9000045887	Buchholz, Marilyn	000	2,290.60	1,440.41
9000045888	Engler, Jennifer R	000	4,983.33	3,276.29
9000045889	Filipiak, Keith	000	9,321.67	5,301.40
9000045890	Hinton, Jeffery	000	4,333.33	2,592.31
9000045891	Kempfer-Kotalik, Linda	000	8,380.33	4,046.72
9000045892	Law, Jennifer S	000	7,188.88	4,886.97
9000045893	McCormick, Jennifer	000	2,157.13	587.03
9000045894	Metoyer, Marielle	000	2,368.60	1,657.27
9000045895	Navarro, Lawrence M	000	2,253.45	1,516.18
9000045896	Rich, Mary Beth	000	3,412.93	2,392.55
9000045897	Rohlicek, Daniel	000	2,101.67	1,407.27
9000045898	Schaefer, Cheryl	000	2,984.25	1,825.29
9000045899	Schalk, Trent J	000	3,236.13	1,809.15
9000045900	Tsamis, Anna	000	3,746.60	1,377.32
9000045901	Van Volkenburg, Nancy L	000	3,332.33	2,155.65
9000045902	Weissinger, Derek C	000	2,641.67	1,754.15
9000045903	Wilkinson, David	000	6,822.00	3,870.29
9000045904	Anderson, Erik D	100	3,996.71	3,228.89
9000045905	Anderson, Herbert	100	4,810.92	3,538.83
9000045906	Bamboate, Darius	100	4,226.04	3,152.93
9000045907	Bates, Kassi	100	297.44	274.69
9000045908	Brady, Jennifer L	100	3,846.73	2,967.32
9000045909	Buchelt, Jordan	100	1,149.34	875.46
9000045910	Burdett, Paul	100	2,078.67	1,249.51
9000045911	Bylsma, Nathan	100	4,560.58	3,300.90
9000045912	Bylsma, Svea	100	5,019.17	3,557.53
9000045913	Chandhok, Mona A	100	3,472.58	2,809.34
9000045914	Ciardiello, Chelsea	100	325.00	290.05
9000045915	Clarke, Jeannette	100	3,825.94	2,894.61
9000045916	Costello, Sheri	100	5,208.38	3,898.19
9000045917	Cracco, Catherine	100	2,414.45	1,781.66

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045918	Czyl, Maureen	100	1,231.51	804.76
9000045919	Davis, John	100	6,459.59	5,084.16
9000045920	Derby, Michelle	100	3,967.79	2,544.58
9000045921	Dillard, Cory	100	4,030.15	3,158.07
9000045922	Dodge, Cynthia	100	1,032.15	754.56
9000045923	Ebert, Martine	100	1,020.08	852.93
9000045924	Ferenzi, Daniella	100	1,503.33	1,196.88
9000045925	Finn, Matthew	100	986.54	623.26
9000045926	Fitzgerald, Karen	100	2,140.75	474.04
9000045927	Foley, Allyson	100	3,041.54	2,433.53
9000045928	Gansberg, Michele	100	1,192.75	762.67
9000045929	Gieschen, Ashley	100	911.40	757.11
9000045930	Glavach, Jessica	100	3,945.88	3,003.07
9000045931	Gucciardo, Anjanette	100	4,344.00	3,386.87
9000045932	Gumina, Scott	100	5,503.68	3,664.79
9000045933	Hall, Jacqueline	100	977.68	553.36
9000045934	Hamann, Kelly	100	4,506.71	1,850.73
9000045935	Hamilton, Mary Pat	100	970.78	620.36
9000045936	Hardy, Venessa	100	5,531.15	3,619.53
9000045937	Hawley, Ashley	100	2,685.38	2,054.63
9000045938	Hochstetter, Judith	100	1,565.95	1,090.70
9000045939	Holmes, Steven	100	1,895.40	1,365.50
9000045940	Honzel, Robin	100	4,877.83	1,777.99
9000045941	Howard, Jeffrey	100	8,595.42	6,029.52
9000045942	Irvine, Karin	100	4,610.92	2,571.82
9000045943	Jaegle, Christine A	100	4,279.92	3,365.90
9000045944	Jaegle, Ronald	100	5,941.30	3,712.95
9000045945	Jenkins, David A	100	2,014.20	1,455.97
9000045946	Jensen, Christine	100	4,482.42	3,665.07
9000045947	Kehoe, Debra	100	6,197.83	4,408.52
9000045948	Kern, Erin	100	5,196.92	3,615.13
9000045949	Korienek, Caitlin	100	3,986.23	2,825.15

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202			
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount	
9000045950	LaScala, Mark	100	5,358.76	3,915.98	
9000045951	Maldre, Sarah	100	4,377.15	2,947.39	
9000045952	Marcum, Thomas C	100	5,169.58	4,222.17	
9000045953	Martinez, Brian	100	1,842.53	1,349.44	
9000045954	Matariyeh, Yousef	100	5,500.63	3,946.94	
9000045955	Meyer, Kendra	100	4,639.88	3,452.66	
9000045956	Milinki, Jennifer	100	4,734.34	3,353.59	
9000045957	Multhaupt, Courtney	100	5,890.95	4,445.47	
9000045958	Musbach, Darlene	100	4,520.92	2,757.90	
9000045959	Novak, Emily	100	4,882.97	3,161.71	
9000045960	Ogan, Elizabeth	100	5,087.83	3,927.41	
9000045961	O'Hara, James	100	4,153.92	3,256.21	
9000045962	Perez, Kevin E	100	4,348.13	3,306.50	
9000045963	Perretta, Mia	100	4,701.92	3,508.71	
9000045964	Polinski, Michael	100	3,331.21	2,467.16	
9000045965	Pomatto-Zimmerman, Jennifer	100	5,209.25	4,237.55	
9000045966	Provenzano, Lisa	100	1,234.35	791.65	
9000045967	Renguso, Amy	100	3,824.50	2,759.81	
9000045968	Sanko, April	100	5,431.27	3,659.43	
9000045969	Santoro, Angela Marie	100	1,333.54	1,081.21	
9000045970	Schmidt, Holly	100	704.18	660.53	
9000045971	Schwartz, Rebecca	100	5,463.35	3,985.52	
9000045972	Shum, Joanna	100	3,668.79	2,390.33	
9000045973	Smith, Justin	100	4,667.63	3,590.96	
9000045974	Steben, James	100	7,113.41	5,425.87	
9000045975	Stelk, Scott	100	2,569.53	1,314.47	
9000045976	Stellmacher, James M	100	5,001.24	3,779.04	
9000045977	Stolte, Monica	100	2,060.60	1,876.64	
9000045978	Strietelmeier, Katelyn	100	3,560.76	2,777.51	
9000045979	Thome, Nicholas	100	2,364.88	1,219.69	
9000045980	Van Dyke, Lisa	100	1,995.67	1,412.79	
9000045981	Wolak, Brandon P	100	1,926.69	1,384.20	

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045982	Woyna, Eric	100	3,989.21	2,763.53
9000045983	Woyna, Patrick	100	4,373.09	3,049.88
9000045984	Alexander, Jarvis	200	877.99	618.07
9000045985	Blatchley, Monica	200	4,849.87	1,033.49
9000045986	Bossenga, Emmy	200	4,811.25	3,009.49
9000045987	Braun, Katherine	200	4,340.35	3,095.54
9000045988	Broadus, Gretchen	200	3,917.46	3,197.06
9000045989	Burke, Felicia	200	4,587.46	3,689.02
9000045990	Byrne, Sharon	200	3,838.81	3,161.08
9000045991	Callaghan, Margaret	200	2,722.70	2,158.78
9000045992	Carr, Kristen	200	3,528.79	2,566.79
9000045993	Cerny, Marie	200	3,344.63	2,763.67
9000045994	Cervený, Karen	200	3,778.13	2,714.92
9000045995	Chiappetta, Rebecca	200	1,714.65	1,452.44
9000045996	Dooley, Tara	200	1,044.75	688.02
9000045997	Erickson, Tor	200	4,543.54	3,451.30
9000045998	Fleischer, Daniel	200	972.58	741.39
9000045999	Gomez, Benigno	200	1,914.47	1,327.91
9000046000	Grau, Jason	200	3,825.08	2,905.92
9000046001	Hazard, Jean	200	1,111.25	765.25
9000046002	Heap, Emily J	200	3,182.58	2,518.11
9000046003	Joy, Emma P	200	2,162.19	1,292.47
9000046004	Kearney, David	200	6,489.67	4,384.17
9000046005	Keigher, Natalie	200	4,387.38	3,133.69
9000046006	Kim, Paul	200	4,322.63	2,733.84
9000046007	Klepper, Mary	200	3,421.21	2,495.19
9000046008	Lemke, Nanette	200	1,054.51	715.13
9000046009	Leon, Miyax	200	2,502.61	1,983.45
9000046010	Lima, Valerie	200	1,249.94	833.29
9000046011	Lumsden, Jason	200	4,758.83	3,610.99
9000046012	Marriner, Carmen M	200	1,281.20	801.38
9000046013	McIntyre, Celeste	200	4,243.30	3,108.44

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046014	McLear IV, Robert	200	4,359.00	3,382.29
9000046015	Meyer, Peter	200	5,306.13	3,004.92
9000046016	Miller, Jaime	200	3,542.26	2,593.61
9000046017	Murray, Caitlin	200	1,483.54	1,279.59
9000046018	Nelson, Kelli	200	5,223.85	3,760.26
9000046019	Norwood, Lindsay	200	4,241.58	3,452.70
9000046020	Oros, Natalie	200	4,005.38	2,859.91
9000046021	Park, Aimee	200	5,148.78	3,651.29
9000046022	Parra, Ashley	200	3,361.58	2,491.60
9000046023	Pilon, Erica	200	5,051.80	3,646.10
9000046024	Pivek, Elena	200	2,934.63	2,192.34
9000046025	Ptak, Jeff R	200	2,398.33	1,637.42
9000046026	Purtell, Maggie	200	2,596.92	2,196.22
9000046027	Rankin, Chrysan	200	2,886.38	2,234.55
9000046028	Reband, Jennifer	200	4,639.88	3,394.66
9000046029	Sauer, Mary	200	3,878.84	3,001.68
9000046030	Schindler, Dorene	200	919.01	673.31
9000046031	Schmidt, Michael	200	6,280.62	4,378.17
9000046032	Schraub, Daniel	200	4,390.51	3,161.28
9000046033	Seastrom, Tamela	200	1,946.53	1,085.91
9000046034	Sergeant, Andrew H	200	2,081.51	1,508.68
9000046035	Slowiak, Vincent	200	4,315.04	2,886.68
9000046036	Smid, Jason	200	3,966.76	2,885.79
9000046037	Stevens, Patricia	200	5,056.80	3,612.50
9000046038	Twaddle, Debra	200	1,096.62	653.10
9000046039	Weissinger, Zachary T	200	1,963.84	1,268.81
9000046040	Wiertel, Jason	200	5,088.51	3,864.68
9000046041	Wilson, Haley	200	589.85	551.77
9000046042	Altic, Megan	300	3,847.04	2,622.57
9000046043	Barker, Eric	300	3,316.88	2,373.08
9000046044	Barnett, Sophie	300	2,144.38	1,675.79
9000046045	Bell, Courtney	300	1,078.34	718.68

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046046	Bonini, Susan	300	1,151.68	638.29
9000046047	Boss, Celia	300	1,596.46	1,332.49
9000046048	Campian, James, JR	300	3,172.58	2,210.08
9000046049	Carlson, Susan M	300	1,161.50	922.46
9000046050	Chavez, Daniel	300	1,670.25	1,049.73
9000046051	Clavelli, Lauren	300	3,529.46	2,181.48
9000046052	Collins, Courtney	300	2,999.63	2,333.40
9000046053	Cornyn, Mary Beth	300	345.31	256.80
9000046054	Cyrus, Richard	300	4,541.25	2,728.13
9000046055	Cyrus, Tonia	300	3,697.55	2,263.82
9000046056	Dahleen, Shayla	300	3,893.49	2,810.84
9000046057	Davis, Brianne	300	4,928.30	3,717.21
9000046058	Davis, Courtney	300	2,155.38	1,522.97
9000046059	Dawson, Rachel	300	4,008.42	2,779.51
9000046060	De Leo, Michaela	300	2,251.88	1,784.29
9000046061	Dineen-Hendricks, Kathleen	300	2,543.89	2,005.17
9000046062	Dorsch, Rachael	300	2,047.83	1,619.03
9000046063	Downs, Jakeda	300	598.92	497.85
9000046064	DuBois, Heidi	300	3,370.88	2,490.39
9000046065	Edman, Kelly A	300	2,158.73	1,119.76
9000046066	Elting, Teresa	300	912.00	672.71
9000046067	Emde, John C, II	300	2,323.61	716.56
9000046068	Gibson, Kayla	300	3,427.92	2,597.95
9000046069	Gilbert, Jennifer	300	3,118.58	2,423.49
9000046070	Graff, Patrick	300	3,289.08	2,635.62
9000046071	Han, Jieun	300	3,093.25	2,401.35
9000046072	Hausler, Linda	300	3,688.13	2,564.97
9000046073	Heneghan, Dipti	300	1,054.70	825.20
9000046074	Herrmann, Mary Jo	300	1,011.62	659.47
9000046075	Hicks, Dena	300	4,711.27	3,230.88
9000046076	Hill, Anna	300	1,472.29	865.00
9000046077	Horvath, Frank	300	1,874.42	1,434.93

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046078	James, Lauren	300	3,241.30	2,438.60
9000046079	Jezyk, Anna	300	3,291.54	2,339.91
9000046080	Johnson, Diane	300	4,968.83	2,353.16
9000046081	Jung, Diane	300	1,114.70	629.26
9000046082	Karas, Monica	300	1,174.19	1,018.47
9000046083	Kerback, Patricia M	300	1,039.34	861.81
9000046084	Klepadlo, Scott E	300	3,926.04	2,668.71
9000046085	Klimes, Christy	300	4,639.88	3,268.68
9000046086	Kolacz, Jolanta	300	1,161.06	629.70
9000046087	Konior, Mandy	300	812.82	451.73
9000046088	Krestan, Kimberly S	300	879.58	680.56
9000046089	Lapham, Kathleen	300	4,379.01	3,375.98
9000046090	Larson, Richard W	300	2,654.51	1,954.01
9000046091	Lauten, Theresa	300	4,649.34	2,929.03
9000046092	Leonard, Arlene	300	4,877.82	3,778.89
9000046093	Livolsi-Hudgens, Carmella	300	924.00	530.41
9000046094	Lyell, Kelly	300	3,951.38	2,765.66
9000046095	MacNeille, Margaret A	300	2,136.83	1,671.42
9000046096	Maduzia, Vanessa	300	1,121.25	720.43
9000046097	Marino, Jillian	300	4,392.67	3,083.22
9000046098	Marovich, Haley	300	2,397.81	1,743.01
9000046099	Martin, Stacey	300	3,467.59	2,469.41
9000046100	Martinez-Alvear, Aldo	300	3,039.67	2,106.27
9000046101	Masa, Janelle	300	886.34	499.86
9000046102	Matteucci, Christina	300	2,047.83	1,596.38
9000046103	McCormick, Meredith	300	4,521.71	3,585.19
9000046104	Meister, Jennifer	300	3,554.79	2,690.89
9000046105	Meyer, Phillip	300	3,232.57	2,441.49
9000046106	Murphy, Trisha	300	4,203.61	2,955.62
9000046107	Nelson, Nicole	300	4,877.83	3,866.88
9000046108	Neustadt, Leslie	300	4,362.29	3,206.52
9000046109	O'Connor-Young, Sheri	300	1,801.80	1,366.79

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046110	Ortiz, Carmen	300	2,064.47	1,410.82
9000046111	O'Shea, Amy	300	3,886.38	2,590.07
9000046112	Parker, Elizabeth	300	4,222.92	3,233.84
9000046113	Pavilionis, Vincent	300	3,381.88	2,498.38
9000046114	Polmanteer, Colette	300	3,569.13	2,202.92
9000046115	Poremba, Katherine	300	4,045.04	2,730.25
9000046116	Potempa, Tracey	300	3,727.79	2,848.67
9000046117	Pupillo, Lauren	300	3,727.79	2,656.94
9000046118	Remigio, Maria	300	4,681.55	3,314.32
9000046119	Reyes, Cathy M	300	1,015.47	632.01
9000046120	Rhoades, Kathleen E	300	3,528.79	2,563.76
9000046121	Rogalny, Danuta	300	913.21	696.92
9000046122	Rogers, Megan	300	3,237.58	2,715.94
9000046123	Rydel-Boesso, Eileen M	300	3,489.79	1,959.91
9000046124	Schlessinger, Lukas	300	3,371.55	2,309.84
9000046125	Schreiber Specca, Jill	300	6,154.50	4,477.92
9000046126	Schwarz, Jeanene	300	1,083.72	277.14
9000046127	Slade, Stephanie	300	3,124.30	2,322.32
9000046128	Smith, Elisa	300	4,512.30	3,227.92
9000046129	Soukup, Stephanie	300	2,762.98	1,745.51
9000046130	Staley, Shannon	300	4,064.90	3,034.89
9000046131	Stefani, Colleen	300	4,758.83	3,391.36
9000046132	Svejda, Michele	300	1,061.43	534.70
9000046133	Svoboda, Kathleen	300	2,434.54	1,931.76
9000046134	Toby, Maureen	300	3,620.46	2,675.01
9000046135	Todd, Adam	300	1,826.07	1,296.72
9000046136	Treadway, Katherine	300	3,477.67	2,403.94
9000046137	Tuzzolino, Victoria	300	3,541.17	2,635.57
9000046138	Weeks, Stacey	300	2,577.08	2,109.92
9000046139	Weissinger, Karla	300	1,053.42	668.90
9000046140	Williams, Abby	300	1,723.14	1,474.59
9000046141	Witt, Elizabeth	300	2,392.88	1,922.09

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046142	Wojcik, Jane	300	1,316.62	1,207.61
9000046143	Yaniz, Catherine	300	3,776.89	2,951.89
9000046144	Zulawski, Andrea S	300	2,047.83	1,569.90
9000046145	Anderson, Cathleen	800	710.00	617.75
9000046146	Angileri, Debra	800	1,089.44	990.36
9000046147	Balaban, Nicholas	800	1,308.67	1,043.77
9000046148	Beck, Andrew J	800	862.68	700.53
9000046149	Benson, Mary Diane	800	307.84	263.27
9000046150	Bouck, Paula	800	497.00	470.19
9000046151	Crenshaw, Samuel, JR	800	951.76	831.84
9000046152	Daniels, Joyce	800	230.88	201.79
9000046153	Ducharme, Janet	800	554.04	444.23
9000046154	Flores, Paola	800	134.68	124.38
9000046155	Galvez, Claudia	800	297.44	274.69
9000046156	Gwilliam, Matthew	800	356.91	311.93
9000046157	Holub, Nicole	800	594.85	551.19
9000046158	Keeling, Daniel T	800	535.37	482.92
9000046159	Lantz, Janet L	800	331.89	295.07
9000046160	Lopez, Angel R	800	274.17	239.62
9000046161	Malinowski, Nicole	800	384.80	355.36
9000046162	Nadolny, Jack	800	356.91	311.93
9000046163	Osborn, Greg	800	475.88	440.95
9000046164	Paige, Stephanie	800	810.00	707.93
9000046165	Putnam, Shannon	800	288.60	266.53
9000046166	Reese, Mary	800	740.00	623.01
9000046167	Reif, James	800	713.82	623.88
9000046168	Rolando, Ross	800	654.34	586.89
9000046169	Rzeszutko, Robert	800	142.00	132.91
9000046170	Sanders, J'son	800	832.79	727.86
9000046171	Shields, Rebecca	800	810.00	722.94
9000046172	Smith, Stacy	800	288.60	252.24
9000046173	Stratton, Carolyn	800	213.00	184.32

Payroll Run Check Listing for Board

Payroll	01/12/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046174	Trinidad, Jose E	800	594.85	519.89
9000046175	Tsamis, Andrew G	800	270.00	227.31
9000046176	Visser, Marianne	800	288.60	257.25
9000046177	Wagge, Kimberlee	800	404.04	359.32
9000046178	Weber, Andrew	800	1,070.73	935.81
9000046179	Wong, Kevin David	800	90.00	78.65
			866,330.74	610,474.20

Payroll Run Check Listing for Board

Payroll		01/31/2024			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount	
9000046190	Buchholz, Marilyn	000	2,695.60	1,691.18	
9000046191	Engler, Jennifer R	000	4,801.33	3,145.88	
9000046192	Filipiak, Keith	000	9,321.67	5,304.29	
9000046193	Hinton, Jeffery	000	4,333.33	2,593.03	
9000046194	Kempher-Kotalik, Linda	000	8,380.33	4,048.16	
9000046195	Law, Jennifer S	000	7,188.88	4,887.69	
9000046196	McCormick, Jennifer	000	2,157.13	587.75	
9000046197	Metoyer, Marielle	000	2,368.60	1,657.27	
9000046198	Navarro, Lawrence M	000	2,253.45	1,516.18	
9000046199	Rich, Mary Beth	000	3,560.61	2,499.10	
9000046200	Rohlicek, Daniel	000	2,301.73	1,550.63	
9000046201	Schaefer, Cheryl	000	3,018.75	1,846.57	
9000046202	Schalk, Trent J	000	3,236.13	1,809.15	
9000046203	Tsamis, Anna	000	3,746.60	1,377.32	
9000046204	Van Volkenburg, Nancy L	000	3,332.33	2,155.65	
9000046205	Weissinger, Derek C	000	3,084.17	2,028.99	
9000046206	Wilkinson, David	000	6,822.00	3,873.18	
9000046207	Anderson, Erik D	100	3,846.71	3,109.89	
9000046208	Anderson, Herbert	100	4,750.92	3,493.34	
9000046209	Bamboate, Darius	100	4,021.77	2,987.93	
9000046210	Bates, Kassi	100	297.44	274.69	
9000046211	Brady, Jennifer L	100	3,846.73	2,969.51	
9000046212	Buchelt, Jordan	100	1,149.34	876.30	
9000046213	Burdett, Paul	100	2,078.67	1,249.51	
9000046214	Bylsma, Nathan	100	4,560.58	3,302.35	
9000046215	Bylsma, Svea	100	4,719.17	3,315.19	
9000046216	Chandhok, Mona A	100	3,172.58	2,566.99	
9000046217	Ciardiello, Chelsea	100	325.00	290.92	
9000046218	Clarke, Jeannette	100	3,825.94	2,894.61	
9000046219	Costello, Sheri	100	5,208.38	3,898.91	
9000046220	Cracco, Catherine	100	2,353.70	1,738.13	
9000046221	Czyl, Maureen	100	1,209.27	787.67	

Payroll Run Check Listing for Board

Payroll	01/31/2024			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046222	Davis, John	100	5,829.59	4,645.25
9000046223	Derby, Michelle	100	3,727.79	2,375.19
9000046224	Dillard, Cory	100	3,918.15	3,067.63
9000046225	Dodge, Cynthia	100	1,032.15	756.72
9000046226	Ebert, Martine	100	1,020.08	853.65
9000046227	Ferenzi, Daniella	100	1,503.33	1,197.60
9000046228	Finn, Matthew	100	986.54	625.46
9000046229	Fitzgerald, Karen	100	2,458.75	708.03
9000046230	Foley, Allyson	100	2,942.54	2,364.08
9000046231	Gansberg, Michele	100	1,317.75	855.35
9000046232	Gieschen, Ashley	100	911.40	757.11
9000046233	Glavach, Jessica	100	3,481.88	2,674.33
9000046234	Gucciardo, Anjanette	100	4,164.00	3,241.47
9000046235	Gumina, Scott	100	5,413.68	3,603.40
9000046236	Hall, Jacqueline	100	935.83	522.42
9000046237	Hamann, Kelly	100	3,846.71	1,307.69
9000046238	Hamilton, Mary Pat	100	970.78	623.97
9000046239	Hardy, Venessa	100	4,838.15	3,133.04
9000046240	Hawley, Ashley	100	2,500.38	1,905.19
9000046241	Hochstetter, Judith	100	1,619.95	1,129.40
9000046242	Holmes, Steven	100	1,895.40	1,366.22
9000046243	Honzel, Robin	100	4,877.83	1,777.99
9000046244	Howard, Jeffrey	100	8,595.42	6,029.52
9000046245	Irvine, Karin	100	4,520.92	2,499.85
9000046246	Jaegle, Christine A	100	4,060.92	3,190.59
9000046247	Jaegle, Ronald	100	5,401.30	3,244.39
9000046248	Jenkins, David A	100	2,014.20	1,456.69
9000046249	Jensen, Christine	100	3,997.42	3,275.57
9000046250	Kehoe, Debra	100	4,877.83	3,499.07
9000046251	Kerrn, Erin	100	4,282.92	2,975.15
9000046252	Korienek, Caitlin	100	3,561.23	2,524.32
9000046253	LaScala, Mark	100	5,358.76	3,915.98

Payroll Run Check Listing for Board

Payroll	01/31/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046254	Maldre, Sarah	100	4,317.15	2,900.43
9000046255	Marcum, Thomas C	100	5,169.58	4,222.17
9000046256	Martinez, Brian	100	1,842.53	1,349.44
9000046257	Matariyeh, Yousef	100	5,470.63	3,926.34
9000046258	Meyer, Kendra	100	4,669.88	3,477.62
9000046259	Milinki, Jennifer	100	4,584.34	3,237.11
9000046260	Multhaupt, Courtney	100	5,440.95	4,084.43
9000046261	Musbach, Darlene	100	4,520.92	2,758.62
9000046262	Novak, Emily	100	4,282.97	2,677.11
9000046263	Ogan, Elizabeth	100	4,877.83	3,776.47
9000046264	O'Hara, James	100	4,153.92	3,257.66
9000046265	Pereshliuha, Mariya	100	792.28	491.31
9000046266	Perez, Kevin E	100	3,688.13	2,773.35
9000046267	Perretta, Mia	100	4,401.92	3,266.38
9000046268	Polinski, Michael	100	3,331.21	2,358.31
9000046269	Pomatto-Zimmerman, Jennifer	100	5,209.25	4,237.55
9000046270	Provenzano, Lisa	100	1,234.35	793.82
9000046271	Renguso, Amy	100	3,990.19	2,876.11
9000046272	Sanko, April	100	6,011.27	3,987.33
9000046273	Santoro, Angela Marie	100	1,333.54	1,082.27
9000046274	Schmidt, Holly	100	674.18	634.17
9000046275	Schwartz, Rebecca	100	5,163.35	3,744.06
9000046276	Shum, Joanna	100	3,608.79	2,348.52
9000046277	Smith, Justin	100	4,345.13	3,363.82
9000046278	Steben, James	100	7,348.41	5,542.51
9000046279	Stelk, Scott	100	2,338.95	1,172.28
9000046280	Stellmacher, James M	100	4,941.24	3,730.76
9000046281	Stolte, Monica	100	1,665.60	1,512.09
9000046282	Strietelmeier, Katelyn	100	3,323.26	2,585.71
9000046283	Thome, Nicholas	100	2,204.20	1,120.61
9000046284	Van Dyke, Lisa	100	1,995.67	1,413.51
9000046285	Wolak, Brandon P	100	1,926.69	1,385.30

Payroll Run Check Listing for Board

Payroll		01/31/2024			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount	
9000046286	Woyna, Eric	100	3,869.21	2,678.47	
9000046287	Woyna, Patrick	100	3,918.09	2,727.50	
9000046288	Alexander, Jarvis	200	877.99	619.51	
9000046289	Blatchley, Monica	200	4,810.87	1,002.00	
9000046290	Bossenga, Emmy	200	4,541.25	2,818.11	
9000046291	Braun, Katherine	200	3,545.35	2,532.30	
9000046292	Broadus, Gretchen	200	3,767.46	3,075.88	
9000046293	Burke, Felicia	200	3,648.46	3,024.20	
9000046294	Byrne, Sharon	200	3,838.81	3,161.81	
9000046295	Callaghan, Margaret	200	1,660.50	1,333.48	
9000046296	Carr, Kristen	200	3,489.79	2,539.15	
9000046297	Cerny, Marie	200	3,164.63	2,619.02	
9000046298	Cervený, Karen	200	3,688.13	2,651.12	
9000046299	Chiappetta, Rebecca	200	1,684.65	1,428.33	
9000046300	Dooley, Maggie	200	624.38	519.00	
9000046301	Dooley, Tara	200	1,044.75	688.02	
9000046302	Erickson, Tor	200	4,543.54	3,452.74	
9000046303	Fleischer, Daniel	200	972.58	741.39	
9000046304	Gomez, Benigno	200	1,914.47	1,327.91	
9000046305	Grau, Jason	200	3,825.08	2,905.92	
9000046306	Hazard, Jean	200	1,111.25	765.25	
9000046307	Heap, Emily J	200	3,053.58	2,413.91	
9000046308	Joy, Emma P	200	2,519.77	1,512.98	
9000046309	Kearney, David	200	6,489.67	4,387.06	
9000046310	Keigher, Natalie	200	4,348.38	3,106.10	
9000046311	Kim, Paul	200	4,322.63	2,737.45	
9000046312	Klepper, Mary	200	3,331.21	2,422.49	
9000046313	Lemke, Nanette	200	1,054.51	718.02	
9000046314	Leon, Miyax	200	2,172.61	1,716.88	
9000046315	Lima, Valerie	200	1,701.94	1,157.21	
9000046316	Lumsden, Jason	200	4,758.83	3,610.99	
9000046317	Marriner, Carmen M	200	1,281.20	802.10	

Payroll Run Check Listing for Board

Payroll	01/31/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046318	McIntyre, Celeste	200	4,444.80	3,251.92
9000046319	McLear IV, Robert	200	4,164.00	3,224.75
9000046320	Meyer, Peter	200	5,306.13	3,005.66
9000046321	Miller, Jaime	200	3,346.44	2,435.58
9000046322	Murray, Caitlin	200	1,396.04	1,212.72
9000046323	Nelson, Kelli	200	5,109.85	3,655.90
9000046324	Norwood, Lindsay	200	4,241.58	3,453.42
9000046325	Oros, Natalie	200	4,005.38	2,859.91
9000046326	Park, Aimee	200	4,998.78	3,546.99
9000046327	Parra, Ashley	200	3,172.58	2,359.09
9000046328	Pilon, Erica	200	4,883.80	3,530.03
9000046329	Pivek, Elena	200	2,934.63	2,193.06
9000046330	Ptak, Jeff R	200	2,450.03	1,674.47
9000046331	Purtell, Maggie	200	2,557.92	2,166.16
9000046332	Rankin, Chrysan	200	2,847.38	2,203.07
9000046333	Reband, Jennifer	200	4,639.88	3,394.66
9000046334	Sauer, Mary	200	3,719.84	2,873.98
9000046335	Schindler, Dorene	200	909.82	667.28
9000046336	Schmidt, Michael	200	5,710.62	3,992.20
9000046337	Schraub, Daniel	200	4,330.51	3,119.60
9000046338	Seastrom, Tamela	200	1,946.53	1,087.35
9000046339	Sergeant, Andrew H	200	2,081.51	1,509.40
9000046340	Slowiak, Vincent	200	4,045.04	2,695.31
9000046341	Smid, Jason	200	3,846.76	2,800.78
9000046342	Stevens, Patricia	200	4,996.80	3,571.91
9000046343	Twaddle, Debra	200	1,096.62	653.10
9000046344	Weissinger, Zachary T	200	2,072.14	1,346.42
9000046345	Wiertel, Jason	200	5,028.51	3,816.24
9000046346	Wilson, Haley	200	550.85	516.39
9000046347	Altic, Megan	300	3,807.04	2,591.70
9000046348	Barker, Eric	300	3,251.88	2,321.30
9000046349	Barnett, Sophie	300	2,190.38	1,709.09

Payroll Run Check Listing for Board

Payroll	01/31/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046350	Bell, Courtney	300	1,061.88	706.90
9000046351	Bonini, Susan	300	1,128.75	621.86
9000046352	Boss, Celia	300	1,333.54	1,126.98
9000046353	Campian, James, JR	300	3,172.58	2,210.08
9000046354	Carlson, Susan M	300	1,109.64	884.31
9000046355	Chavez, Daniel	300	1,670.25	1,050.46
9000046356	Clavelli, Lauren	300	3,529.46	2,182.20
9000046357	Collins, Courtney	300	2,934.63	2,287.34
9000046358	Cornyn, Mary Beth	300	215.44	144.02
9000046359	Cyrus, Richard	300	4,481.25	2,682.89
9000046360	Cyrus, Tonia	300	3,632.55	2,211.33
9000046361	Dahleen, Shayla	300	3,412.49	2,470.26
9000046362	Davis, Brianne	300	4,473.30	3,400.32
9000046363	Davis, Courtney	300	2,155.38	1,522.97
9000046364	Dawson, Rachel	300	3,878.42	2,687.41
9000046365	De Leo, Michaela	300	2,212.88	1,752.77
9000046366	Dineen-Hendricks, Kathleen	300	2,065.95	1,615.86
9000046367	Dorsch, Rachael	300	1,982.83	1,568.62
9000046368	Downs, Jakeda	300	598.92	497.85
9000046369	DuBois, Heidi	300	3,370.88	2,491.84
9000046370	Edman, Kelly A	300	2,158.73	1,119.76
9000046371	Elting, Teresa	300	902.40	664.72
9000046372	Emde, John C, II	300	2,435.48	796.72
9000046373	Gibson, Kayla	300	3,362.92	2,545.46
9000046374	Gilbert, Jennifer	300	3,053.58	2,370.98
9000046375	Graff, Patrick	300	3,289.08	2,636.35
9000046376	Han, Jieun	300	3,093.25	2,401.35
9000046377	Hausler, Linda	300	3,688.13	2,565.70
9000046378	Heneghan, Dipti	300	915.40	717.45
9000046379	Herrmann, Mary Jo	300	986.10	638.26
9000046380	Hicks, Dena	300	4,711.27	3,230.88
9000046381	Hill, Anna	300	1,472.29	865.00

Payroll Run Check Listing for Board

Payroll	01/31/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046382	Horvath, Frank	300	1,821.27	1,392.19
9000046383	James, Lauren	300	3,085.30	2,328.81
9000046384	Jezyk, Anna	300	3,291.54	2,339.91
9000046385	Johnson, Diane	300	4,877.83	2,238.66
9000046386	Jung, Diane	300	1,103.40	622.80
9000046387	Karas, Monica	300	1,135.19	987.68
9000046388	Kerback, Patricia M	300	1,039.34	861.81
9000046389	Klepadlo, Scott E	300	3,926.04	2,668.71
9000046390	Klimes, Christy	300	4,639.88	3,268.68
9000046391	Kolacz, Jolanta	300	1,149.44	622.33
9000046392	Konior, Mandy	300	808.40	448.47
9000046393	Krestan, Kimberly S	300	853.33	661.98
9000046394	Lapham, Kathleen	300	4,275.01	3,293.42
9000046395	Larson, Richard W	300	2,229.53	1,650.70
9000046396	Lauten, Theresa	300	4,584.34	2,883.73
9000046397	Leonard, Arlene	300	4,877.82	3,781.07
9000046398	Livolsi-Hudgens, Carmella	300	864.00	480.54
9000046399	Lyell, Kelly	300	3,886.38	2,719.58
9000046400	MacNeille, Margaret A	300	2,097.83	1,640.63
9000046401	Maduzia, Vanessa	300	1,121.25	720.43
9000046402	Marino, Jillian	300	4,314.67	3,027.95
9000046403	Marovich, Haley	300	2,397.81	1,743.01
9000046404	Martin, Stacey	300	3,402.59	2,423.37
9000046405	Martinez-Alvear, Aldo	300	3,709.27	2,522.18
9000046406	Masa, Janelle	300	959.84	560.96
9000046407	Matteucci, Christina	300	1,982.83	1,543.87
9000046408	McCormick, Meredith	300	4,521.71	3,585.19
9000046409	Meister, Jennifer	300	3,489.79	2,638.40
9000046410	Meyer, Phillip	300	3,172.56	2,400.52
9000046411	Murphy, Trisha	300	4,203.61	2,955.62
9000046412	Nelson, Nicole	300	4,877.83	3,866.88
9000046413	Neustadt, Leslie	300	4,362.29	3,206.52

Payroll Run Check Listing for Board

Payroll 01/31/2024 Lisle CUSD 202

Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046414	O'Connor-Young, Sheri	300	1,801.80	1,366.79
9000046415	Ortiz, Carmen	300	2,064.47	1,410.82
9000046416	O'Shea, Amy	300	3,886.38	2,590.07
9000046417	Parker, Elizabeth	300	4,222.92	3,233.84
9000046418	Pavilionis, Vincent	300	3,251.88	2,393.36
9000046419	Polmanteer, Colette	300	3,569.13	2,202.92
9000046420	Poremba, Katherine	300	4,045.04	2,730.98
9000046421	Potempa, Tracey	300	3,727.79	2,848.67
9000046422	Pupillo, Lauren	300	3,727.79	2,657.66
9000046423	Remigio, Maria	300	4,681.55	3,231.27
9000046424	Reyes, Cathy M	300	1,089.15	694.48
9000046425	Rhoades, Kathleen E	300	3,489.79	2,536.85
9000046426	Rogalny, Danuta	300	903.50	688.84
9000046427	Rogers, Megan	300	3,172.58	2,663.43
9000046428	Rydel-Boesso, Eileen M	300	3,489.79	1,959.91
9000046429	Schlessinger, Lukas	300	3,291.55	2,253.13
9000046430	Schreiber Specca, Jill	300	6,154.50	4,477.92
9000046431	Schwarz, Jeanene	300	1,654.22	745.86
9000046432	Slade, Stephanie	300	3,085.30	2,295.43
9000046433	Smith, Elisa	300	4,473.30	3,201.01
9000046434	Soukup, Stephanie	300	2,697.98	1,693.76
9000046435	Staley, Shannon	300	3,999.90	2,984.57
9000046436	Stefani, Colleen	300	4,758.83	3,391.36
9000046437	Svejda, Michele	300	1,023.64	505.55
9000046438	Svoboda, Kathleen	300	2,369.54	1,879.98
9000046439	Toby, Maureen	300	3,529.46	2,601.50
9000046440	Todd, Adam	300	1,826.07	1,297.45
9000046441	Treadway, Katherine	300	3,412.67	2,358.59
9000046442	Tuzzolino, Victoria	300	3,450.17	2,571.07
9000046443	Weeks, Stacey	300	2,538.08	2,078.43
9000046444	Weissinger, Karla	300	1,000.17	624.64
9000046445	Williams, Abby	300	2,112.74	1,789.31

Payroll Run Check Listing for Board

Payroll	01/31/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046446	Witt, Elizabeth	300	2,327.88	1,869.60
9000046447	Wojcik, Jane	300	1,498.62	1,379.86
9000046448	Yaniz, Catherine	300	3,711.89	2,899.39
9000046449	Zulawski, Andrea S	300	1,982.83	1,519.49
9000046450	Anderson, Cathleen	800	568.00	501.09
9000046451	Angileri, Debra	800	1,089.44	991.80
9000046452	Balaban, Nicholas	800	1,308.67	1,043.77
9000046453	Beck, Andrew J	800	862.68	701.25
9000046454	Benson, Mary Diane	800	173.16	151.34
9000046455	Bouck, Paula	800	284.00	271.55
9000046456	Courtney, June	800	270.00	238.75
9000046457	Crenshaw, Samuel, JR	800	951.76	831.84
9000046458	Daniels, Joyce	800	163.54	142.93
9000046459	Ducharme, Janet	800	242.40	171.86
9000046460	Florentine, Michael	800	405.00	340.97
9000046461	Flores, Paola	800	173.16	159.91
9000046462	Galvez, Claudia	800	297.44	274.69
9000046463	Gwilliam, Matthew	800	356.91	311.93
9000046464	Holub, Nicole	800	594.85	551.19
9000046465	Kashul, Cindy	800	67.50	56.82
9000046466	Keeling, Daniel T	800	535.37	485.09
9000046467	Lantz, Janet L	800	173.16	157.06
9000046468	Lopez, Angel R	800	173.16	151.34
9000046469	Malinowski, Nicole	800	202.02	186.56
9000046470	McCarthy, Barbara	800	135.00	113.65
9000046471	Nadolny, Jack	800	356.91	311.93
9000046472	Osborn, Greg	800	475.88	440.95
9000046473	Paige, Stephanie	800	270.00	235.97
9000046474	Putnam, Shannon	800	173.16	159.91
9000046475	Reese, Mary	800	370.00	311.50
9000046476	Reif, James	800	1,203.82	1,044.06
9000046477	Rolando, Ross	800	654.34	589.06

Payroll Run Check Listing for Board

Payroll	01/31/2024	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000046478	Rzeszutko, Robert	800	426.00	381.13
9000046479	Sanders, J'son	800	832.79	727.86
9000046480	Shields, Rebecca	800	540.00	489.13
9000046481	Smith, Stacy	800	173.16	151.34
9000046482	Stratton, Carolyn	800	284.00	244.82
9000046483	Trinidad, Jose E	800	594.85	519.89
9000046484	Visser, Marianne	800	173.16	157.06
9000046485	Wagge, Kimberlee	800	134.68	123.90
9000046486	Weber, Andrew	800	1,070.73	935.81
9000046487	Wong, Kevin David	800	120.00	104.88
			845,805.54	594,301.07

LISLE COMMUNITY UNIT SCHOOL DISTRICT #202

VENDOR PAY ORDERS

This is to certify that the Board of Education of Lisle Community Unit School District No. 202 ratified the following vendor pay orders: February 26, 2024

GENERAL CHECKING ACCOUNT

CHECKS ISSUED	Beginning	121304	Ending	121307
	Beginning	121475	Ending	121479
	Beginning	121480	Ending	121549
	Beginning	121554	Ending	121695
WIRES ISSUED	Beginning	8000001005	Ending	8000001010
	Beginning	8000001011	Ending	8000001019
ACH DEPOSITS	Beginning	9000046785	Ending	9000046798

FUND DISTRIBUTION

EDUCATIONAL	\$	1,464,983.05
OPERATIONS & MAINTENANCE	\$	175,151.84
DEBT SERVICES	\$	205,030.68
TRANSPORTATION	\$	156,994.13
IMRF/SOCIAL SECURITY	\$	117,281.71
CAPITAL PROJECTS	\$	-
TOTAL	\$	<u>2,119,441.41</u>

IMPREST CHECKING ACCOUNT

CHECKS ISSUED	Beginning	10330	Ending	10339
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FUND DISTRIBUTION

EDUCATIONAL	\$	790.45
OPERATIONS & MAINTENANCE	\$	2,586.14
TRANSPORTATION	\$	-
TOTAL	\$	<u>3,376.59</u>

GRAND TOTAL \$ 2,122,818.00

President - Board of Education

Date

Secretary - Board of Education

Date

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/12/2024 01/12/2024 ZPAY

R - Regular Run Type

Check Number	Name	Net Check Amt
121304	Classified Employee	594.37
121305	Glenn Stearns Chapter 13	375.00
121306	Lisle CUSD #202	2,978.01
121307	Lisle Education Association	9,602.70
8000001005	Harris Bank	128,311.68
8000001006	Illinois Department Of Revenue	37,735.76
8000001007	Teachers' Health Ins Security	12,165.75
8000001008	Teachers' Retirement System	74,233.56
8000001009	U.S. OMNI	39,131.59
8000001010	Voya Institutional Trust	290.64
Regular Checks: 4		13550.08
ACH Checks: 0		0.00
Wire Transfers: 6		291868.98
Total: 10		305,419.06

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$256,201.83	\$0.00	\$0.00	256201.83
20 - Operations & Maintenance	\$6,851.28	\$0.00	\$0.00	6851.28
40 - Transportation	\$64.55	\$0.00	\$0.00	64.55
55 - Social Security	\$42,301.40	\$0.00	\$0.00	42301.40

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/31/2024 ZPAYEOM 01/31/024

R - Regular Run Type

Check Number	Name	Net Check Amt
121475	Classified Employee	594.37
121476	Glenn Stearns Chapter 13	375.00
121477	Lisle CUSD #202	2,978.03
121478	Lisle Education Association	9,602.70
121479	VSP of Illinois, NFP	4,619.37
8000001011	Educational Benefit Coop	445,719.30
8000001012	Harris Bank	124,805.74
8000001013	Illinois Department Of Revenue	36,568.04
8000001014	Illinois Municipal Retirement	52,150.16
8000001015	Teachers' Health Ins Security	11,756.36
8000001016	Teachers' Retirement System	71,734.91
8000001017	U.S. OMNI	39,456.59
8000001018	Voya Institutional Trust	243.73
Regular Checks:		5 18169.47
ACH Checks:		0 0.00
Wire Transfers:		8 782434.83
Total:		13 800,604.30

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$684,330.57	\$0.00	\$0.00	684330.57
20 - Operations & Maintenance	\$41,105.35	\$0.00	\$0.00	41105.35
40 - Transportation	\$118.58	\$0.00	\$0.00	118.58
50 - Muncipal Retirement	\$32,891.04	\$0.00	\$0.00	32891.04
55 - Social Security	\$42,158.76	\$0.00	\$0.00	42158.76

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/31/2024 01/31/2024 IMRF Adjustment

R - Regular Run Type

Check Number	Name		Net Check Amt
8000001019	Illinois Municipal Retirement		-69.49
Regular Checks:	0	0.00	
ACH Checks:	0	0.00	
Wire Transfers:	1	-69.49	
Total:	1	-69.49	

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
50 - Muncipal Retirement	(\$69.49)	\$0.00	\$0.00	-69.49

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/31/2024 January 2024 End of Month

R - Regular Run Type

Check Number	Name			Net Check Amt
121480	Alstott, Noah			62.00
	NALSTOTT	HS Basketball 1.20.24	01/20/2024	62.00
121481	Amazon Capital Services Inc			3,800.33
	1CP3-7H69-77HT	Supplies for World Language Dept	01/05/2024	12.89
	17PJ-43YT-4QHF	Labels for front office	01/05/2024	42.90
	11GH-6MJ9-66LG	Supplies for Health Classes	01/05/2024	159.16
	1RLH-7N4Q-6H19	Supplies for Student Services	01/05/2024	110.81
	1MGL-CQY4-6RMP	High School Supplies	01/05/2024	160.93
	1KK3-4X4W-6MDW	High School Admin Books	01/05/2024	120.25
	1VV9-V4J7-6VGL	Supplies for Zimmerman	01/05/2024	86.72
	1HNJ-FNDH-4TXQ	Supplies for Social Studies Dept	01/05/2024	188.01
	1GLJ-6WWH-796X	Science Olympiad Supplies	01/05/2024	96.34
	1VV9-V4J7-6KVX	Jr High FACS Supplies	01/05/2024	11.00
	1VT1-6KNK-76KK	Jr High PE Supplies	01/05/2024	194.36
	1HYW-3GL3-4WQN	Jr High LA Supplies	01/05/2024	34.65
	19H1-6HVV-4QDD	LES Supplies	01/05/2024	190.42
	1JHH-G9VN-4XKW	LES Supplies	01/05/2024	52.15
	16GX-YLGD-GFHR	Paper for teachers	01/05/2024	521.80
	1KQK-MFPQ-633L	Folders for Reading Specialist - Kindergarten	01/05/2024	47.72
	1CCH-MJ14-6XNN	Office Supplies for JE	01/05/2024	19.99
	14MP-KMQV-6KDT	Microphone for JE	01/05/2024	16.79
	1XXV-FDQJ-4KMN	Ink Refills for Receiving Stamp	01/05/2024	8.89
	19H1-6HVV-63RX	Supplies for High School	01/05/2024	67.14
	1WJJ-K3LQ-6MMT	Custodial Supplies (Handle for HS/Mop head for LES)	01/05/2024	105.00
	13LJ-R9L9-4N1K	IT Supplies	01/05/2024	268.36
	1M34-QFGN-4K3F	Bumper Guards for Walker for SASED Student	01/05/2024	26.48
	1YLT-1KPL-4X7D	Sensory item for LES.	01/05/2024	39.99
	1WJJ-K3LQ-6XLL	Sensory Materials and Cube Chairs for LES.	01/05/2024	254.44
	1JG1-JHPW-6K93	Headphones for PreK.	01/05/2024	57.48
	1JHH-G9VN-4VRJ	MVK Hygiene Supplies	01/05/2024	334.39

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/31/2024 January 2024 End of Month

R - Regular Run Type

Check Number	Name				Net Check Amt
121481	Amazon Capital Services Inc				3,800.33
	1W1Q-VFP7-4N7Q	IPad cases for SASED students.	01/05/2024	52.36	
	19H9-937D-4XP9	MKV Water Bottles & Stickers	01/05/2024	233.65	
	14MP-KMQV-66JV	LES Nurse Supplies	01/05/2024	93.88	
	166V-TL93-4R9V	Messenger Bag for CELF materials.	01/05/2024	19.99	
	1VV9-V4J7-6FFH	Shoes for MKV Student	01/05/2024	31.19	
	1WJJ-K3LQ-6LNR	Wireless Bluetooth earbuds (IDEA Flow Thru)	01/05/2024	119.21	
	1CCH-MJ14-6LYF	SpEd Supplies (IDEA Flow Thru)	01/05/2024	20.99	
121482	Ameiss, David				328.00
	DAMEISS	HS Wrestling 1.13.24	01/13/2024	328.00	
121483	AT&T: Acct 198-2				170.63
	630963882401	Phone Service 12/20/23-1/19/24	01/19/2024	170.63	
121484	AT&T: Acct 680				569.37
	4835746805	District VOIP Charges 01/19/24-02/18/24	01/19/2024	569.37	
121485	AT&T: Acct 927				1,391.00
	6085716802	Internet Service 01/19/24-02/18/24	01/19/2024	1,391.00	
121486	AT&T: Acct 988-5				242.25
	630437537001	Phone Service 12/14/23-1/13/24	01/13/2024	242.25	
121487	Aurora Naper Transportation				105,949.35
	November 2023	Transportation 11/01/23-11/30/23	11/30/2023	58,380.27	
	December 2023	Transportation 12/01/23-12/22/23	12/22/2023	47,569.08	
121488	Baillie, Christopher				79.00
	CBAILLIE	HS Basketball 1.20.24	01/20/2024	79.00	
121489	Ball, Brent				328.00
	BBALL	HS Wrestling 1.13.24	01/13/2024	328.00	
121490	Berschel, Art				79.00
	ABERSCHEL	HS Basketball 1.18.24	01/18/2024	79.00	
121491	Caniglia, Torrence				128.00
	TCANIGLIA	HS Wrestling 1.11.24	01/11/2024	128.00	

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/31/2024 January 2024 End of Month

R - Regular Run Type

Check Number	Name			Net Check Amt
121492	Capital One / Menards			202.04
	Statement #	Menards Charges - Credit Account #583606	01/19/2024	202.04
121493	Capital One / Walmart			297.62
	Statement #	Walmart Charges - Credit Account #629445	01/19/2024	297.62
121494	Carlson, Patrick			62.00
	PCARLSON	HS Basketball 1.19.24	01/19/2024	62.00
121495	ComEd (PO Box 6112)			11,422.76
	7190366027	LES Electricity 12/21-1/24	01/25/2024	11,422.76
121496	Cugier, Donald Edward			203.00
	DCUGIER	HS Basketball 1.18.24	01/18/2024	79.00
	DCUGIER	HS Basketball 1.29.24	01/29/2024	124.00
121497	Cyrus, Frank			62.00
	FCYRUS	HS Basketball 1.4.24 (game 2)	01/04/2024	62.00
121498	Daniels, Michael			158.00
	MDANIELS	HS Basketball 1.19.24	01/19/2024	79.00
	MDANIELS	HS Basketball 1.24.24	01/24/2024	79.00
121499	Davelis, Craig			79.00
	CDAVELIS	HS Basketball 1.20.24	01/20/2024	79.00
121500	Dupage County Public Works			497.50
	524340	HS Water/Sewer 9.21.23-11.28.23	01/09/2024	497.50
121501	Dupage County Public Works			409.56
	502407	LES Water/Sewer 10.3.23-12.4.23	01/09/2024	409.56
121502	Dupage County Public Works			43.90
	503058	SES Water/Sewer 10.3.23-12.4.23	01/09/2024	43.90
121503	Dupage County Public Works			1,091.42
	503059	JH Water/Sewer 10.3.23-12.1.23	01/09/2024	938.60
	503057	JH Water/Sewer 10.3.23-12.4.23	01/09/2024	152.82
121504	Durkin, Patrick			124.00
	PDURKIN	HS Basketball 1.29.24	01/29/2024	124.00
121505	Fields, Joseph, JR			79.00
	JFIELDS	HS Basketball 1.10.24	01/10/2024	79.00

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/31/2024 January 2024 End of Month

R - Regular Run Type

Check Number	Name			Net Check Amt
121506	Fonseca, Raimundo			62.00
	<i>RFONSECA</i>	<i>HS Basketball 1.18.24</i>	<i>01/18/2024</i>	<i>62.00</i>
121507	Ganczewski, Chris			124.00
	<i>CGANCZEWSKI</i>	<i>HS Basketball 1.24.24</i>	<i>01/24/2024</i>	<i>62.00</i>
	<i>CGANCZEWSKI</i>	<i>HS Basketball 1.24.24</i>	<i>01/24/2024</i>	<i>62.00</i>
121508	Hernandez, Guillermo			79.00
	<i>GHERNANDEZ</i>	<i>HS Basketball 1.24.24</i>	<i>01/24/2024</i>	<i>79.00</i>
121509	Herrera, Octavio			158.00
	<i>OHERRERA</i>	<i>HS Basketball 1.10.24</i>	<i>01/10/2024</i>	<i>79.00</i>
	<i>OHERRERA</i>	<i>HS Basketball 1.24.24</i>	<i>01/24/2024</i>	<i>79.00</i>
121510	Home Depot Credit Services			1,068.91
	<i>6035322501533651</i>	<i>Home Depot Statement</i>	<i>01/12/2024</i>	<i>1,068.91</i>
121511	Honeycutt, Bill			128.00
	<i>BHONEYCUTT</i>	<i>HS Wrestling 1.11.24</i>	<i>01/11/2024</i>	<i>128.00</i>
121512	Hoops, Mark			124.00
	<i>MHOOPS</i>	<i>HS Basketball 1.24.24</i>	<i>01/24/2024</i>	<i>62.00</i>
	<i>MHOOPS</i>	<i>HS Basketball 1.24.24</i>	<i>01/24/2024</i>	<i>62.00</i>
121513	Illinois State Police			197.75
	<i>20231202761</i>	<i>Background Checks - December 2023</i>	<i>12/31/2023</i>	<i>197.75</i>
121514	Jackson, Glenn			79.00
	<i>GJACKSON</i>	<i>HS Basketball 1.10.24</i>	<i>01/10/2024</i>	<i>79.00</i>
121515	Kanwischer, Kenneth			124.00
	<i>KKANWISCHER</i>	<i>HS Basketball 1.20.24</i>	<i>01/20/2024</i>	<i>62.00</i>
	<i>KKANWISCHER</i>	<i>HS Basketball 1.20.24</i>	<i>01/20/2024</i>	<i>62.00</i>
121516	Kasak, Arthur			79.00
	<i>AKASAK</i>	<i>HS Basketball 1.18.24</i>	<i>01/18/2024</i>	<i>79.00</i>
121517	Konica Minolta Business			1,020.00
	<i>9009742398</i>	<i>Copier Monthly Maintenance Agreement 01/10/2024-02/09/2024</i>	<i>01/10/2024</i>	<i>1,020.00</i>
121518	Lisle Community Unit School			3,433.54
	<i>Imprest 1.31.24</i>	<i>Reimburse Imprest Account</i>	<i>01/31/2024</i>	<i>3,433.54</i>

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Lisle CUSD 202

Accounts Payable Run: 01/31/2024 January 2024 End of Month

R - Regular Run Type

Check Number	Name			Net Check Amt
121519	Long, Jack			62.00
	<i>JLONG</i>	<i>HS Basketball 1.4.24 (game 2)</i>	<i>01/04/2024</i>	<i>62.00</i>
121520	Loughnane, Timothy			79.00
	<i>TLOUGHNANE</i>	<i>HS Basketball 1.20.24</i>	<i>01/20/2024</i>	<i>79.00</i>
121521	Matozzi, Michael			328.00
	<i>MMATOZZI</i>	<i>HS Wrestling 1.13.24</i>	<i>01/13/2024</i>	<i>328.00</i>
121522	McDonald, Kendall			62.00
	<i>KMCDONALD</i>	<i>HS Basketball 1.10.24</i>	<i>01/10/2024</i>	<i>62.00</i>
121523	Mutter, Jon			124.00
	<i>JMUTTER</i>	<i>HS Basketball 1.20.24</i>	<i>01/20/2024</i>	<i>62.00</i>
	<i>JMUTTER</i>	<i>HS Basketball 1.20.24</i>	<i>01/20/2024</i>	<i>62.00</i>
121524	Naperville Central High School			210.00
	<i>Registration Fees</i>	<i>West Suburban Math Institute</i>	<i>03/01/2024</i>	<i>210.00</i>
		<i>3/1/2024 : Justin Smith, April Sanko,</i>		
		<i>Ashley Hawley, Eric Woyna, Erik</i>		
		<i>Anderson, Ron Jaegle & Maureen</i>		
		<i>Czyl</i>		
121525	Nicor Gas			1,666.61
	<i>52-99-70-1000 5</i>	<i>HS Gas Billing 12/1/23-1/1/24</i>	<i>01/03/2024</i>	<i>1,666.61</i>
121526	Nicor Gas			1,248.63
	<i>80-02-42-1000 9</i>	<i>JH Gas Billing 12/1/23-1/1/24</i>	<i>01/03/2024</i>	<i>1,248.63</i>
121527	Nicor Gas			456.57
	<i>01-00-26-6293 8</i>	<i>LES Gas Billing 12/1/23-1/1/24</i>	<i>01/03/2024</i>	<i>456.57</i>
121528	Nicor Gas			371.30
	<i>38-91-42-1000 0</i>	<i>SES Gas Billing 12/1/23-1/1/24</i>	<i>01/03/2024</i>	<i>371.30</i>
121529	Nicor Gas			509.66
	<i>58-91-42-1000 8</i>	<i>SES Gas Billing 12/1/23-1/1/24</i>	<i>01/03/2024</i>	<i>509.66</i>
121530	Quadient Finance USA, Inc			700.00
	<i>7900044728817747</i>	<i>Postage for CO 10.23.23</i>	<i>01/28/2024</i>	<i>700.00</i>
121531	Quadient, Inc (Leasing)			241.68
	<i>Q1174883</i>	<i>Postage Machine Lease HS</i>	<i>01/28/2024</i>	<i>241.68</i>
121532	Quadient, Inc (Leasing)			241.68
	<i>Q1174882</i>	<i>Postage Machine Lease CO</i>	<i>01/28/2024</i>	<i>241.68</i>

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Check Number	Name			Net Check Amt
121533	Reed, Vernon			79.00
	VREED	HS Basketball 1.19.24	01/19/2024	79.00
121534	Rietz, Robert			62.00
	RRIETZ	HS Basketball 1.18.24	01/18/2024	62.00
121535	Riley, Steve			79.00
	SRILEY	HS Basketball 1.20.24	01/20/2024	79.00
121536	Rodgers, Steven			79.00
	SRODGERS	HS Basketball 1.19.24	01/19/2024	79.00
121537	Rossin, Byron			124.00
	BROSSIN	HS Basketball 1.11.24	01/11/2024	124.00
121538	Salat, John			62.00
	JSALAT	HS Basketball 1.20.24	01/20/2024	62.00
121539	Santie, Will			124.00
	WSANTIE	HS Basketball 1.11.24	01/11/2024	124.00
121540	Sunrise Southwest LLC			88,289.66
	#5 - 23-24	School Day Transportation 12/1-12/31	01/08/2024	88,289.66
121541	Taylor, Ken			328.00
	KTAYLOR	HS Wrestling 1.13.24	01/13/2024	328.00
121542	T-Mobile for Government			327.68
	Account # 970563340	Empower Ed Hot Spot Program 12/21/23-1/20/24	01/21/2024	327.68
121543	Toth, Charles			62.00
	CTOTH	HS Basketball 1.19.24	01/19/2024	62.00
121544	Vandermoon, Scott			79.00
	SVANDERMOON	HS Basketball 1.20.24	01/20/2024	79.00
121545	Vanguard Energy Services,			8,368.63
	G400655011124	Gas Billing 12/1-12/31	01/15/2024	8,368.63
121546	Vazquez, Johnny			62.00
	JVAZQUEZ	HS Basketball 1.10.24	01/10/2024	62.00
121547	Visvadis, Nick			79.00
	NVISVARDIS	HS Basketball 1.20.24	01/20/2024	79.00

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Check Number	Name			Net Check Amt
121548	Westway Coach, Inc			10,791.67
	HSATH123123	Acct 00169	12/31/2023	6,791.39
	HSFT123123	Acct 00172	12/31/2023	990.92
	JHFT123123	Acct 00173	12/31/2023	623.49
	JHATH123123	Acct 00174	12/31/2023	1,537.05
	LESFT123123	Acct 00179	12/31/2023	848.82
121549	Wheaton North High School			250.00
	2024 DCSSC Invoice	DuPage County Social Studies Conference Registration March 1 2024: Christine Jaegle, Katelyn Strietelmeier, John Davis, Michelle Derby & MK Panek	01/17/2024	250.00
Regular Checks:		70	250083.70	
ACH Checks:		0	0.00	
Wire Transfers:		0	0.00	
Total:		70	250,083.70	

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Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$12,889.26	\$0.00	\$0.00	12889.26
20 - Operations & Maintenance	\$32,163.76	\$0.00	\$0.00	32163.76
40 - Transportation	\$205,030.68	\$0.00	\$0.00	205030.68

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Lisle CUSD 202

Accounts Payable Run: 02/26/2024 February 2024 Board Bills

R - Regular Run Type

Check Number	Name			Net Check Amt
121554	1st AYD Corporation			1,585.62
	PSI669371	Ice Melt for All Schools	01/10/2024	796.75
	PSI672456	Ice Melt for All Schools	01/24/2024	788.87
121555	4imprint, Inc			154.49
	12101569	Kindergarten Banners	01/15/2024	154.49
121556	AGParts Worldwide, Inc			1,247.00
	082659	Chromebook Parts	02/07/2024	1,247.00
121557	Air Filter Solutions LLC			3,638.76
	2394-1	Air Filters for All Schools	01/27/2024	3,638.76
121558	Albertsons / Safeway			787.10
	Account # 187257	Jewel Credit Card Statement	02/07/2024	787.10
121559	Allegra Marketing/Print/Mail			9,076.81
	40549	Winter Quarterly Report 2023	12/08/2023	9,076.81
121560	Allegro Apparel & Plaques LLC			60.00
	3845	ILMEA award for HS Student	02/03/2024	60.00
121561	American Custom Silk			261.00
	38988	Jr High Science Olympiad Uniforms	01/19/2024	261.00
121562	Amita GlenOaks School			36,542.68
	TDS-N 11990	December 2023 Billing	12/31/2023	19,752.80
	TDS-N 12042	January 2024 Billing	01/31/2024	16,789.88
121563	Amsterdam Printing & Litho			287.99
	7537376	Jr High Staff Calendar	01/22/2024	287.99
121564	Anderson Pest Solutions			375.70
	57536297	Pest Services February 2024 (HS)	02/04/2024	103.20
	57536299	Pest Services February 2024 (JH)	02/04/2024	71.40
	57537916	Pest Services February 2024 (LES)	02/04/2024	134.40
	57536301	Pest Services February 2024 (SES)	02/04/2024	66.70
121565	Anderson's Books, Inc			1,205.70
	9098	March Book Madness	01/17/2024	1,205.70
121566	Aramark Services, Inc			157,512.71
	400240200-000250	Food Service 10/26/23 - 11/22/23	11/22/2023	55,288.54

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Accounts Payable Run: 02/26/2024 February 2024 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
121566	Aramark Services, Inc	157,512.71
	400240200-000252 Food Service 11/23/23 - 12/31/23 01/03/2024	60,214.41
	400240200-000253 Food Service 01/01/24 - 01/31/24 01/31/2024	42,009.76
121567	Aramark Uniforms & Career	166.91
	26118684 Uniform Order -- Frank Horvath (LES) 01/24/2024	166.91
121568	Arlington Heights School	6,349.00
	#BO2324017 Shared Transportation November 2023 12/29/2023	2,574.00
	#BO2324018 Shared Transportation November 2023 12/29/2023	1,353.00
	#BO2324021 Shared Transportation December 2023 01/19/2024	1,110.00
	#BO2324022 Shared Transportation December 2023 01/23/2024	1,312.00
121569	Aurora Naper Transportation	47,613.24
	January 2024 Transportation 01/01/24-01/31/24 01/31/2024	47,613.24
121570	B & H Photo-Video	389.50
	221387056 Technology Supplies 02/16/2024	389.50
121571	Blick Art Materials	1,119.85
	2403425 High School Art Supplies 02/01/2024	824.35
	2413116 High School Art Supplies (return) 02/02/2024	-12.88
	2425540 High School Art Supplies (replacement) 02/05/2024	12.88
	2365175 Jr High Art Supplies 01/27/2024	295.50
121572	BMO Harris Commercial Card	4,318.20
	7900 Marilyn Buchholz's 2.5.24 Statement 02/05/2024	143.88
	0989 Daniella Ferenzi's 2.5.24 Statement 02/05/2024	326.36
	0989 Daniella Ferenzi's 2.5.24 Statement 02/05/2024	299.00
	0989 Daniella Ferenzi's 2.5.24 Statement 02/05/2024	450.00
	4936 Karen Fitzgerald's 2.5.24 Statement 02/05/2024	75.00
	4936 Karen Fitzgerald's 2.5.24 Statement 02/05/2024	100.00
	4936 Karen Fitzgerald's 2.5.24 Statement 02/05/2024	199.00
	4936 Karen Fitzgerald's 2.5.24 Statement 02/05/2024	33.46
	4936 Karen Fitzgerald's 2.5.24 Statement 02/05/2024	92.99
	4936 Karen Fitzgerald's 2.5.24 Statement 02/05/2024	335.00

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Accounts Payable Run: 02/26/2024 February 2024 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
121572	BMO Harris Commercial Card	4,318.20
4936	Karen Fitzgerald's 2.5.24 Statement 02/05/2024	100.00
4936	Karen Fitzgerald's 2.5.24 Statement 02/05/2024	100.59
2341	Jeff Hinton's 2.5.24 Statement 02/05/2024	62.99
8546	Dave Kearney's 2.5.24 Statement 02/05/2024	144.00
9850	Marielle Metoyer's 2.5.24 Statement 02/05/2024	263.00
9850	Marielle Metoyer's 2.5.24 Statement 02/05/2024	250.73
9850	Marielle Metoyer's 2.5.24 Statement 02/05/2024	20.97
9850	Marielle Metoyer's 2.5.24 Statement 02/05/2024	106.93
9850	Marielle Metoyer's 2.5.24 Statement 02/05/2024	410.00
9850	Marielle Metoyer's 2.5.24 Statement 02/05/2024	95.09
5440	Trent Schalk's 2.5.24 Statement 02/05/2024	89.95
8692	Tamela Seastrom's 2.5.24 Statement 02/05/2024	13.50
8692	Tamela Seastrom's 2.5.24 Statement 02/05/2024	115.00
8692	Tamela Seastrom's 2.5.24 Statement 02/05/2024	78.32
8692	Tamela Seastrom's 2.5.24 Statement 02/05/2024	74.49
8692	Tamela Seastrom's 2.5.24 Statement 02/05/2024	12.50
5866	Dave Wilkinson's 2.5.24 Statement 02/05/2024	26.45
2895	Sheri Young's 2.5.24 Statement 02/05/2024	299.00
121573	Buckeye Cleaning Centers	1,165.12
90553222	CO Maintenance Supplies 01/04/2024	183.62
90556743	HS Custodial Supplies 01/19/2024	673.57
90557634	HS Custodial Supplies 01/24/2024	307.93
121574	Bureau of Education &	279.00
5154478	Recorded Seminar - Elizabeth Witt 01/10/2024	279.00
121575	C.O.R.E. Academy	11,423.32
SESINV-034736	Life Skills Tuition January 2024 01/31/2024	4,766.46
SESINV-034737	Special Education Tuition January 2024 01/31/2024	6,656.86
121576	Camelot Therapeutic Schools	81,306.33
INV168622	June 2023 ESY Billing 06/30/2023	10,351.35

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Check Number	Name			Net Check Amt
121576	Camelot Therapeutic Schools			81,306.33
	<i>INV176197</i>	<i>October 2023 Billing</i>	<i>10/31/2023</i>	<i>28,983.78</i>
	<i>INV182225</i>	<i>November 2023 Billing</i>	<i>11/30/2023</i>	<i>22,542.94</i>
	<i>INV182243</i>	<i>December 2023 Billing</i>	<i>12/31/2023</i>	<i>15,998.26</i>
	<i>INV182570</i>	<i>Rate Adjustment August-November 2023 Billing</i>	<i>01/22/2024</i>	<i>3,430.00</i>
121577	Carolina Biological Supply			331.05
	<i>52460238 RI</i>	<i>Supplies for Science Department</i>	<i>02/09/2024</i>	<i>331.05</i>
121578	CCSD 180 Burr Ridge			2,610.00
	<i>December 2023</i>	<i>Shared Transportation</i>	<i>12/31/2023</i>	<i>2,610.00</i>
121579	CDW Government Inc			2,310.61
	<i>PF36190</i>	<i>Technology Supplies</i>	<i>01/23/2024</i>	<i>800.00</i>
	<i>PF24365</i>	<i>Server UPS Batteries</i>	<i>01/23/2024</i>	<i>1,392.99</i>
	<i>PR91571</i>	<i>Meraki Sensor</i>	<i>02/20/2024</i>	<i>117.62</i>
121580	Chicago Elevator & Lift, Inc			375.00
	<i>1093</i>	<i>Service Call on 2.7.24 @ High School</i>	<i>02/08/2024</i>	<i>375.00</i>
121581	Chicago Office Technology			664.84
	<i>IN5014761</i>	<i>Metered Prints / Admin fee per contract 2/7/24-3/6/24</i>	<i>02/05/2024</i>	<i>664.84</i>
121582	Cintas Corp			343.20
	<i>4179178943</i>	<i>Towel Service for High School</i>	<i>01/04/2024</i>	<i>57.20</i>
	<i>4179985415</i>	<i>Towel Service for High School</i>	<i>01/11/2024</i>	<i>57.20</i>
	<i>4180708601</i>	<i>Towel Service for High School</i>	<i>01/18/2024</i>	<i>57.20</i>
	<i>4181413353</i>	<i>Towel Service for High School</i>	<i>01/25/2024</i>	<i>57.20</i>
	<i>4179178851</i>	<i>Towel Service for Jr High School</i>	<i>01/04/2024</i>	<i>28.60</i>
	<i>4179985357</i>	<i>Towel Service for Jr High School</i>	<i>01/11/2024</i>	<i>28.60</i>
	<i>4180708611</i>	<i>Towel Service for Jr High School</i>	<i>01/18/2024</i>	<i>28.60</i>
	<i>4181413186</i>	<i>Towel Service for Jr High School</i>	<i>01/25/2024</i>	<i>28.60</i>
121583	Coffman Truck Sales Inc			40.00
	<i>522556</i>	<i>Safety Test - Cube Van</i>	<i>02/02/2024</i>	<i>40.00</i>
121584	ComEd (PO Box 6111)			2,535.37
	<i>8032343005</i>	<i>SES Electricity 12/22-1/25</i>	<i>01/26/2024</i>	<i>2,535.37</i>

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Check Number	Name			Net Check Amt
121585	ComEd (PO Box 6112)			19,150.60
	0690386004	HS Electricity 12/22-1/25	01/26/2024	19,150.60
121586	ComEd (PO Box 6112)			5,850.20
	7948694001	JH Electricity 12/22-1/25	01/26/2024	5,850.20
121587	Communications Direct, Inc			302.00
	IN179083	Replacement Batteries for District Office Radios	01/26/2024	302.00
121588	Concord Theatricals Corp.			334.80
	10945193	Jr High Drama/Play Supplies	11/20/2023	334.80
121589	Couch, Greg			248.00
	GCOUCH	HS Freshmen Basketball Tournament 2.7.24	02/07/2024	62.00
	GCOUCH	HS Freshmen Basketball Tournament 2.7.24	02/07/2024	62.00
	GCOUCH	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
	GCOUCH	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
121590	Curriculum Associates LLC			324.80
	90801285	Magnetic Reading workbooks for Kindergarten	01/26/2024	324.80
121591	Cyrus, Rick (OFFICIAL ONLY!)			248.00
	RCYRUS	HS Freshmen Basketball Tournament 2.7.24	02/07/2024	62.00
	RCYRUS	HS Freshmen Basketball Tournament 2.7.24	02/07/2024	62.00
	RCYRUS	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
	RCYRUS	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
121592	Daily Herald Media Group			182.85
	277936	Bid Notice - Food Service	01/29/2024	110.40
	276870	Bid Notice - JH Capital Improvements	01/15/2024	72.45
121593	Deli Management, Inc			216.35
	240116144060008	Food for Meeting @ High School	01/19/2024	216.35
121594	Demco Inc			1,274.28
	7431783	High School Library Supplies	02/02/2024	445.68
	7431433	Jr High Library Supplies	02/01/2024	475.14
	7435103	Elementary School Library Supplies	02/08/2024	353.46

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Check Number	Name	Net Check Amt
121595	DHE Computer Systems, LLC	431.25
	<i>INV-71484 Monitor Stands 02/18/2024</i>	<i>431.25</i>
121596	Downers Grove School District	4,420.00
	<i>2024-082023 DB Shared Transportation Costs 01/10/2024</i>	<i>4,420.00</i>
	<i>August, Sept & October 2023</i>	
121597	Dupage Regional Office of	1,650.00
	<i>79803641 Safe School Tuition - December 12/31/2023</i>	<i>1,650.00</i>
	<i>2023</i>	
121598	Eckwall, James W	110.00
	<i>JECKWELL Kawaii Grand Piano tuning @ High 01/29/2024</i>	<i>110.00</i>
	<i>School</i>	
121599	Elan Photography, Inc	65.00
	<i>42550 2023 Senior Athletes Wall Posters & 01/26/2024</i>	<i>65.00</i>
	<i>Banner</i>	
121600	Ellman's Music Center, Inc	6,164.00
	<i>938691 Musical Instruments (JCS Grant) 12/18/2023</i>	<i>4,068.00</i>
	<i>941044 Musical Instruments (JCS Grant) 01/29/2024</i>	<i>2,096.00</i>
121601	Everest Snow Management,	19,000.00
	<i>0187545 Plow/Salt @ HS 01/06/24-01/07/24 01/08/2024</i>	<i>1,704.00</i>
	<i>0188039 Plow/Salt @ HS 01/09/24-01/10/24 01/14/2024</i>	<i>3,384.00</i>
	<i>0188422 Salt @ HS 01/11/24 01/15/2024</i>	<i>429.00</i>
	<i>0189525 Plow/Salt @ HS 01/14/24-01/15/24 01/19/2024</i>	<i>1,275.00</i>
	<i>0190032 Salt @ HS 01/18/24 01/21/2024</i>	<i>429.00</i>
	<i>0190538 Plow/Salt @ HS 01/19/24-01/20/24 01/22/2024</i>	<i>1,704.00</i>
	<i>0187547 Plow/Salt @ JH 01/06/24-01/07/24 01/08/2024</i>	<i>1,118.00</i>
	<i>0188041 Plow/Salt @ JH 01/09/24-01/10/24 01/14/2024</i>	<i>2,224.00</i>
	<i>0188421 Salt @ JH 01/11/24 01/15/2024</i>	<i>281.00</i>
	<i>0189022 Plow/Salt @ JH 01/12/24-01/13/24 01/17/2024</i>	<i>1,955.00</i>
	<i>0189524 Plow/Salt @ JH 01/14/24-01/15/24 01/19/2024</i>	<i>837.00</i>
	<i>0190031 Salt @ JH 01/18/24 01/21/2024</i>	<i>281.00</i>
	<i>0187546 Plow/Salt @ LES 01/06/24-01/07/24 01/08/2024</i>	<i>436.00</i>
	<i>0188040 Plow/Salt @ LES 01/09/24-01/10/24 01/14/2024</i>	<i>872.00</i>
	<i>0188420 Salt @ LES 01/11/24 01/15/2024</i>	<i>109.00</i>
	<i>0189021 Plow/Salt @ LES 01/12/24-01/13/24 01/17/2024</i>	<i>872.00</i>

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Accounts Payable Run: 02/26/2024 February 2024 Board Bills R - Regular Run Type

Check Number	Name	Net Check Amt
121601	Everest Snow Management,	19,000.00
	0189523 Plow/Salt @ LES 01/14/24-01/15/24 01/19/2024	327.00
	0190030 Salt @ LES 01/18/24 01/21/2024	109.00
	0191051 Salt @ LES 01/22/24-01/24/24 01/24/2024	654.00
121602	FACIL Investments dba	1,203.80
	P70174463 High School Maintenance Supplies 02/07/2024	1,203.80
121603	Ferguson Facilities Supply	878.83
	WH002401 High School Maintenance Supplies 01/26/2024	878.83
121604	Folkerts, Roger J.	124.00
	RFOLKERTS HS Freshmen Basketball Tournament 2.7.24 02/07/2024	62.00
	RFOLKERTS HS Freshmen Basketball Tournament 2.7.24 02/07/2024	62.00
121605	Follett Content Solutions, LLC	1,538.64
	794808 High School Library Books 12/05/2023	593.49
	794808A High School Library Books 12/14/2023	694.28
	794808F High School Library Books 01/17/2024	250.87
121606	Fox Valley Fire & Safety	2,434.00
	IN00661198 Hydro Test Ansul Piranha System Tank/Commercial Cooking System Devices 02/12/2024	2,434.00
121607	Freedom Flight Models	30.50
	13024007 Jr High Science Olympiad Supplies 01/30/2024	30.50
121608	Ganczewski, Chris	124.00
	CGANCZEWSKI HS Freshmen Basketball Tournament 2.10.24 02/10/2024	62.00
	CGANCZEWSKI HS Freshmen Basketball Tournament 2.10.24 02/10/2024	62.00
121609	Grainger	1,013.63
	9002669498 High School Maintenance Supplies 01/30/2024	8.64
	9002669514 CO Maintenance Supplies 01/30/2024	49.50
	9002669522 High School Maintenance Supplies 01/30/2024	222.78
	9007186753 High School Maintenance Supplies 02/02/2024	732.71
121610	Himes, Petrarca & Fester, Chtd	724.50
	49530 Legal Fees through 1.31.24 02/01/2024	724.50

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Accounts Payable Run: 02/26/2024 February 2024 Board Bills

R - Regular Run Type

Check Number	Name				Net Check Amt
121611	Hinsdale Central High School				150.00
	<i>Girls Bowling</i>	<i>Regional Entry Fee 2.3.24</i>	<i>02/03/2024</i>	<i>150.00</i>	
121612	Home Depot U.S.A., Inc (GA)				59.10
	<i>786089706</i>	<i>HS Custodial Supplies</i>	<i>01/24/2024</i>	<i>17.01</i>	
	<i>788792745</i>	<i>HS Custodial Supplies</i>	<i>02/08/2024</i>	<i>17.01</i>	
	<i>787289693</i>	<i>LES Custodial Supplies</i>	<i>01/31/2024</i>	<i>25.08</i>	
121613	Home Depot U.S.A., Inc (TX)				4,367.89
	<i>781350814</i>	<i>HS Custodial Supplies</i>	<i>12/21/2023</i>	<i>1,620.23</i>	
	<i>782380604</i>	<i>HS Custodial Supplies</i>	<i>01/02/2024</i>	<i>33.96</i>	
	<i>785380353</i>	<i>HS Custodial Supplies</i>	<i>01/19/2024</i>	<i>46.99</i>	
	<i>785851429</i>	<i>HS Custodial Supplies</i>	<i>01/23/2024</i>	<i>64.60</i>	
	<i>786338681</i>	<i>HS Custodial Supplies</i>	<i>01/25/2024</i>	<i>1,953.16</i>	
	<i>786089698</i>	<i>LES Custodial supplies</i>	<i>01/24/2024</i>	<i>90.39</i>	
	<i>786814087</i>	<i>LES Custodial supplies</i>	<i>01/29/2024</i>	<i>418.13</i>	
	<i>787289685</i>	<i>LES Custodial Supplies</i>	<i>01/31/2024</i>	<i>110.51</i>	
	<i>787781707</i>	<i>LES Custodial Supplies</i>	<i>02/02/2024</i>	<i>14.96</i>	
	<i>788019016</i>	<i>LES Custodial Supplies</i>	<i>02/05/2024</i>	<i>14.96</i>	
121614	Hoyner, Frank				124.00
	<i>FHOYNER</i>	<i>HS Freshmen Basketball Tournament 2.10.24</i>	<i>02/10/2024</i>	<i>62.00</i>	
	<i>FHOYNER</i>	<i>HS Freshmen Basketball Tournament 2.10.24</i>	<i>02/10/2024</i>	<i>62.00</i>	
121615	Illinois American Water				690.72
	<i>1025-210001650298</i>	<i>JH Water/Sewer 1/3/24-2/1/24</i>	<i>02/05/2024</i>	<i>690.72</i>	
121616	Illinois American Water				514.13
	<i>1025-210005689786</i>	<i>LES Water/Sewer 1/4/24-2/2/24</i>	<i>02/06/2024</i>	<i>514.13</i>	
121617	Illinois American Water				79.11
	<i>1025-220037668226</i>	<i>LES Fire Water/Sewer 2/3/24-3/4/24</i>	<i>02/05/2024</i>	<i>79.11</i>	
121618	Illinois American Water				138.72
	<i>1025-210001574981</i>	<i>SES Water/Sewer 1/4/24-2/2/24</i>	<i>02/06/2024</i>	<i>138.72</i>	
121619	Illinois American Water				352.70
	<i>1025-210001574776</i>	<i>SES Water/Sewer 1/4/24-2/2/24</i>	<i>02/06/2024</i>	<i>352.70</i>	

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Lisle CUSD 202

Accounts Payable Run: 02/26/2024 February 2024 Board Bills				R - Regular	Run Type
Check Number	Name			Net Check Amt	
121620	Illinois ASBO			100.00	
	0051638	IASBO Membership for Cheryl Schaefer 1.1.24-12.31.24	01/19/2024	100.00	
121621	Illinois Association of School			156.00	
	431744	DuPage Division Meeting - March 5, 2024 - K. Filipiak, P. Ahlmann & K. Foster	01/31/2024	117.00	
	431895	DuPage Division Meeting - March 5, 2024 - D. Helderle	02/05/2024	39.00	
121622	Illinois Bone and Joint Institute			16,666.66	
	2020348	Athletic Training Services (payment 2 of 3)	01/24/2024	16,666.66	
121623	Illinois Principals Association			679.00	
	IEIN #329480	IPA & NASSP Memberships for Sheri Costello	01/29/2024	679.00	
121624	Illinois State Police			226.00	
	20240102761	Background Checks - January 2024	01/31/2024	226.00	
121625	Illinois Time Recorder Co			279.50	
	107064-S	Jr High Intercom Service Call 2.2.24	02/12/2024	279.50	
121626	Illinois Tollway			215.50	
	0000129000006459	Tolls 10/1/23-12/31/23	01/18/2024	215.50	
121627	International Translation			437.50	
	131	Translation Services January 2024	01/31/2024	437.50	
121628	Ivy Lane Corporation			373.92	
	45419	Vehicle Maintenance Service - Activity Bus # 67	01/18/2024	225.95	
	46008	Vehicle Maintenance Service - Maintenance Van	02/07/2024	147.97	
121629	Johnson Controls Security			28.00	
	39746355	Jr High Service Call 1.24.24	01/24/2024	28.00	
121630	JW Pepper & Son, Inc			392.29	
	365993681	High School Choral Music	01/05/2024	103.49	
	366020316	High School Choral Music	02/11/2024	288.80	
121631	Kipp's Lawnmower Sales and			17.46	
	518120	LES Maintenance Supplies	01/17/2024	17.46	
121632	Knapp, Rob			124.00	
	RKNAPP	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00	

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Lisle CUSD 202

Accounts Payable Run: 02/26/2024 February 2024 Board Bills				R - Regular	Run Type
Check Number	Name			Net Check Amt	
121632	Knapp, Rob			124.00	
	<i>RKNAPP</i>	<i>HS Freshmen Basketball Tournament 2.10.24</i>	<i>02/10/2024</i>	<i>62.00</i>	
121633	Konica Minolta Business			210.00	
	<i>291512595</i>	<i>Punch Unit for District Office Copier</i>	<i>01/09/2024</i>	<i>210.00</i>	
121634	Kriha Boucek LLC			1,237.50	
	<i>6193</i>	<i>Special Education Legal Fees through 1.31.24</i>	<i>02/06/2024</i>	<i>1,237.50</i>	
121635	Laforce LLC			97.00	
	<i>1240155</i>	<i>Jr High Maintenance Supplies</i>	<i>01/16/2024</i>	<i>97.00</i>	
121636	Lansweeper			1,600.00	
	<i>BKD-73648078376</i>	<i>12-month Lansweeper License</i>	<i>02/12/2024</i>	<i>1,600.00</i>	
121637	LifeLink EMS, LLC			715.00	
	<i>2724</i>	<i>CPR/AED Training 2.7.24</i>	<i>02/08/2024</i>	<i>715.00</i>	
121638	Lisle Area Chamber of			320.00	
	<i>15402</i>	<i>Annual Membership 03-01-2024 - 02-28-2025</i>	<i>02/01/2024</i>	<i>320.00</i>	
121639	Lisle High School Activity			1,668.00	
	<i>Boys Basketball MLK</i>	<i>8-to-18/SNAP Registration Fees</i>	<i>12/31/2023</i>	<i>18.80</i>	
	<i>Late Night with the</i>	<i>8-to-18/SNAP Registration Fees</i>	<i>12/31/2023</i>	<i>1,649.20</i>	
121640	Matozzi, Michael			205.00	
	<i>MMATOZZI</i>	<i>HS Wrestling 1.26.24</i>	<i>01/26/2024</i>	<i>205.00</i>	
121641	Menta Academy Midway			6,539.90	
	<i>SESINV-034818</i>	<i>Intensive Tuition January 2024</i>	<i>01/31/2024</i>	<i>6,539.90</i>	
121642	Metropolitan Preparatory			5,345.46	
	<i>MPG 674595</i>	<i>December 2023 Tuition</i>	<i>12/31/2023</i>	<i>5,345.46</i>	
121643	Morrow, Bob			248.00	
	<i>BMORROW</i>	<i>HS Freshmen Basketball Tournament 2.7.24</i>	<i>02/07/2024</i>	<i>62.00</i>	
	<i>BMORROW</i>	<i>HS Freshmen Basketball Tournament 2.7.24</i>	<i>02/07/2024</i>	<i>62.00</i>	
	<i>BMORROW</i>	<i>HS Freshmen Basketball Tournament 2.10.24</i>	<i>02/10/2024</i>	<i>62.00</i>	
	<i>BMORROW</i>	<i>HS Freshmen Basketball Tournament 2.10.24</i>	<i>02/10/2024</i>	<i>62.00</i>	

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Lisle CUSD 202

Accounts Payable Run: 02/26/2024 February 2024 Board Bills R - Regular Run Type

Check Number	Name	Net Check Amt
121644	Multi-Health Systems Inc	768.00
	ORD-375629-T2C2J8 PO450240113 - Shipping for Returned Order 12/21/2023	18.00
	ORD-383265-V0V7D5 CEFI Parent, Teacher, and Self-Report ONLINE forms. 01/24/2024	750.00
121645	Mutual Ground, Inc	365.00
	LISLEMID202-23/24-2 Erin's Law Program @ Jr High School 02/01/2024	365.00
121646	Naperville Central High School	90.00
	Registration: Phil Dupage County Institute Day - Karen Cerveney, Rebecca Chiappetta & Jason Lumsden 03/01/2024	90.00
121647	Naperville Central High School	150.00
	Registration: Phil Dupage County Institute Day - Mia Perretta, James Steben, Cory Dillard, Deb Kehoe & Kelly Hamann 03/01/2024	150.00
121648	National French Contest	180.00
	Order ID #529 AATF Membership / Level 1 Concours / Chapter Fees 01/31/2024	180.00
121649	National Lift Truck, Inc	810.00
	RA231011042-1 High School Equipment Rental -- 40' Boom Lift Rental 12/22/2023	810.00
121650	National School Public	205.00
	19624 Engler, Jenna: Individual Associate Membership (03/05/2024-03/05/2025) 01/05/2024	205.00
121651	New Connections Academy	10,541.70
	15268 December 2023 Tuition 12/21/2023	5,270.85
	15337 January 2024 Tuition 01/31/2024	5,270.85
121652	New Direction Solutions, LLC	5,828.63
	20859696 Speech Language Pathologist 1/8/24-1/11/24 01/14/2024	1,805.50
	20863897 Speech Language Pathologist 1/17/24-1/19/24 01/21/2024	1,373.75
	20868928 Speech Language Pathologist 1/22/24-1/26/24 01/28/2024	1,727.00
	20876085 Speech Language Pathologist 1/29/24-1/30/24 02/04/2024	922.38
121653	Nicor Gas	2,008.47
	52-99-70-1000 5 HS Gas Billing 1/1/24-2/1/24 02/05/2024	2,008.47
121654	Nicor Gas	1,464.50
	80-02-42-1000 9 JH Gas Billing 1/1/24-2/1/24 02/05/2024	1,464.50

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Lisle CUSD 202

Accounts Payable Run: 02/26/2024 February 2024 Board Bills				R - Regular	Run Type
Check Number	Name			Net Check Amt	
121655	Nicor Gas			627.94	
	01-00-26-6293 8	LES Gas Billing 1/1/24-2/1/24	02/05/2024	627.94	
121656	Nicor Gas			442.77	
	38-91-42-1000 0	SES Gas Billing 1/1/24-2/1/24	02/05/2024	442.77	
121657	Nicor Gas			598.21	
	58-91-42-1000 8	SES Gas Billing 1/1/24-2/1/24	02/05/2024	598.21	
121658	Oak Brook Mechanical			1,927.82	
	37733	Service Repair at LES 2.7.24 & 2.9.24	02/13/2024	1,927.82	
121659	Odeh, Aya			3,010.00	
	4	Speech Services @ Kindi Academy 1.8.24-1.31.24	01/31/2024	3,010.00	
121660	Ombudsman Educational			1,565.00	
	IVC00000000031718	January 2024 Tuition	01/31/2024	1,565.00	
121661	Optima Plumbing Supply LLC			811.00	
	832	CO Maintenance Supplies	02/12/2024	811.00	
121662	Otis Elevator Company			1,325.00	
	CYS17440001	Service Call 1.5.24 -- HS Elevator	01/16/2024	1,325.00	
121663	Parents Alliance Employment			7,202.27	
	32	Special Student Employment Services - November 2023	11/30/2023	2,419.61	
	33	Special Student Employment Services - December 2023	12/31/2023	2,403.23	
	34	Special Student Employment Services - January 2024	01/31/2024	2,379.43	
121664	Parkland Preparatory Academy,			13,139.30	
	5737	October 2023 Tuition	10/31/2023	2,227.00	
	5770	November 2023 Tuition	11/30/2023	3,785.90	
	5861	December 2023 Tuition	12/22/2023	3,563.20	
	5919	January 2024 Tuition	01/31/2024	3,563.20	
121665	Playaway Products LLC			24.99	
	451641	Jr High LRC Book	01/26/2024	24.99	
121666	Polar Electro, Inc			1,160.00	
	331705241	Heart Rate Monitor Straps	02/09/2024	1,160.00	

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Accounts Payable Run: 02/26/2024 February 2024 Board Bills R - Regular Run Type

Check Number	Name			Net Check Amt
121667	Powerone Supply, Inc			2,596.25
	13763	High School Maintenance Supplies	01/05/2024	2,596.25
121668	PYT Sports, Inc			200.00
	24-8569	HS Baseball Supplies	01/23/2024	200.00
121669	Quinlan & Fabish Music			615.85
	15110475	JH Instrument Repairs	12/11/2023	138.70
	14557940	JH Instrument Repairs	08/10/2023	477.15
121670	Rayner & Rinn-Scott, Inc			2,077.06
	55178	Wood for Woodworking Classes	02/02/2024	2,077.06
121671	Rolle, Xevion			205.00
	XROLLE	HS Wrestling 1.26.24	01/26/2024	205.00
121672	Rossin, Byron			124.00
	BROSSIN	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
	BROSSIN	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
121673	S.E.A.L. South, Inc			3,704.74
	8384	January 2024 Billing	01/31/2024	3,704.74
121674	Sawchuck Industries Inc			120.00
	2-8-2024	Kiln Repair @ High School	02/08/2024	120.00
121675	School Association for Special			59,381.54
	1002400456	FY24 Itinerant Prebill	01/18/2024	10,956.54
	1002400486	FY24 SASSED Admin Fees / FY24 SASSED Staff Development Fee	01/18/2024	47,583.00
	1002400434	FY24 Diagnostic Prebill	12/21/2023	842.00
121676	School Specialty, LLC			523.69
	308104458628	Jr High Supplies	01/15/2024	316.88
	308104462568	LES Art Supplies - Campian	01/29/2024	206.81
121677	SEAL of Illinois Inc			7,386.34
	12261	January 2024 Billing	01/31/2024	7,386.34
121678	Searcy Medical Solutions, Inc			184.00
	7615	AHA HS CPR/AED Provider eCards	01/11/2024	184.00

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Accounts Payable Run: 02/26/2024 February 2024 Board Bills R - Regular Run Type

Check Number	Name			Net Check Amt
121679	Shehee, Wendy			3,000.00
	WSHEHEE	Medical/Vision Insurance Reimbursement	01/31/2024	3,000.00
121680	Shorewood Home & Auto, Inc.			6.50
	01-398629	CO Maintenance Supplies	01/22/2024	6.50
121681	Special Education Systems,			3,735.24
	SYSINV-014051	Life Skills Transportation January 2024 (C.O.R.E.)	01/31/2024	1,245.08
	SYSINV-014052	Special Ed Transportation January 2024 (C.O.R.E.)	01/31/2024	2,490.16
121682	Special Needs Chicago, Inc			2,520.00
	10475	December 2023 Transportation	12/31/2023	2,520.00
121683	St Olaf College			250.00
	SECURITY DEPOSIT	Facility Rental LSHS Auditorium 1. 31.24	02/01/2024	250.00
121684	Streamwood Behavioral			8,586.32
	5722	Innovations Academy December 2023	12/31/2023	4,441.20
	5760	Innovations Academy January 2024	01/31/2024	4,145.12
121685	Suburban Door Check & Lock			15.50
	IN566193	Duplicate Keys for Jr High	01/12/2024	15.50
121686	The Bookstore of Glen Ellyn			1,355.20
	H64871	Jr High LRC Books	02/09/2024	1,355.20
121687	The Center: Resources for			185.00
	32180	Multilingual Illinois 2023 Statewide Conference Registration for Kate Treadway	01/31/2024	185.00
121688	TPS Sports			624.00
	8894	High School Bowling Uniform Tops	12/13/2023	520.00
	9008	High School Bowling Uniform Tops - Fill In	01/26/2024	104.00
121689	Vanguard Energy Services,			9,811.47
	G400655020624	Gas Billing 1/1-1/31	02/09/2024	9,811.47
121690	Village of Lisle			20,237.76
	923	Prescient Solutions	01/24/2024	14,137.50
	925	Police Services - 12/11/23-12/29/23	01/24/2024	4,705.32
	939	Police Services - 1/8/24-1/20/24	02/09/2024	1,394.94

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R - Regular Run Type

Check Number	Name			Net Check Amt
121691	Waste Management of Illinois,			1,232.68
	4264346-2011-5	Trash/Recycle - HS	02/05/2024	584.38
	3724582-2009-5	Trash/Recycle - JH	02/05/2024	293.11
	3725714-2009-3	Trash/Recycle - LES	02/05/2024	252.50
	3724581-2009-7	Trash/Recycle - SES	02/05/2024	102.69
121692	Westway Coach, Inc			89,213.92
	RTINV1003177	January 2024 Transportation (Acct 00180)	01/31/2024	87,813.92
	RTINV1003178	January 2024 Attendance Bonus (Acct 00180)	01/31/2024	1,400.00
121693	WEX Health, Inc			189.00
	0001884112-IN	FSA - Monthly	01/31/2024	189.00
121694	Williams, Garret			124.00
	GWILLIAMS	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
	GWILLIAMS	HS Freshmen Basketball Tournament 2.10.24	02/10/2024	62.00
121695	Wilson Language Training Corp			433.08
	INV49873	Supplies for St Joan (IDEA Flow Thru)	01/31/2024	433.08
9000046785	Anderson, Herbert			42.70
	HANDERSON	Reimbursement - Jewel - APES Lab Supplies	01/10/2024	16.26
	HANDERSON	Reimbursement - Jewel - Supplies for Freshmen Orientation	01/24/2024	10.00
	HANDERSON	Reimbursement - Amazon - Science Supplies	02/07/2024	8.50
	HANDERSON	Reimbursement - Amazon - Science Supplies	02/08/2024	7.94
9000046786	Dillard, Cory			13.95
	CDILLARD	Reimbursement - Amazon - Track Supplies	01/27/2024	13.95
9000046787	Engler, Jennifer R			122.85
	JENGLER	Reimbursement - Jimmy John's - LHS Principal Interview Team	01/18/2024	122.85
9000046788	Fitzgerald, Karen			136.03
	KFITZGERALD	Reimbursement - Mariano's - Supplies for Hall of Fame 1.19.24	01/13/2024	20.96
	KFITZGERALD	Reimbursement - Panera - Principal's Meeting 2.2.24	02/02/2024	42.75
	KFITZGERALD	Reimbursement - Costco - Pride of Lions 2/7/24	02/05/2024	60.32

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Accounts Payable Run: 02/26/2024 February 2024 Board Bills				R - Regular	Run Type
Check Number	Name			Net Check Amt	
9000046788	Fitzgerald, Karen			136.03	
	<i>KFITZGERALD</i>	<i>Reimbursement - Jewel - Pride of Lions 2/7/24</i>	<i>02/06/2024</i>	<i>12.00</i>	
9000046789	Grau, Jason			125.00	
	<i>JGRAU</i>	<i>Reimbursement - Generations Genius - 1 year subscription</i>	<i>08/31/2023</i>	<i>125.00</i>	
9000046790	Jaegle, Ronald			37.60	
	<i>RJAEGLE</i>	<i>Reimbursement - Mileage to/from IC8 Consortium @ Wilmington High School</i>	<i>11/13/2023</i>	<i>37.60</i>	
9000046791	Kempfer-Kotalik, Linda			54.71	
	<i>LKOTALIK</i>	<i>Reimbursement - Jewel - Principal Interviews</i>	<i>01/15/2024</i>	<i>54.71</i>	
9000046792	Lauten, Theresa			102.72	
	<i>TLAUTEN</i>	<i>Reimbursement - Travel Expenses - ISHA Annual Convention @ Rosemont Convention Center 2/9/24-2/10/24</i>	<i>02/09/2024</i>	<i>102.72</i>	
9000046793	Meyer, Phillip			154.45	
	<i>PMEYER</i>	<i>23-24 1st Semester Mileage</i>	<i>12/31/2023</i>	<i>154.45</i>	
9000046794	Milinki, Jennifer			289.74	
	<i>JMILINKI</i>	<i>Reimbursement - Amazon - L4L Supplies</i>	<i>02/01/2024</i>	<i>79.54</i>	
	<i>JMILINKI</i>	<i>Reimbursement - Amazon - L4L Supplies</i>	<i>02/06/2024</i>	<i>35.28</i>	
	<i>JMILINKI</i>	<i>Reimbursement - McDonalds - L4L Restaurant Activity</i>	<i>01/18/2024</i>	<i>64.74</i>	
	<i>JMILINKI</i>	<i>Reimbursement - Steak & Shake - L4L Restaurant Activity</i>	<i>01/25/2024</i>	<i>110.18</i>	
9000046795	Navarro, Lawrence M			10.00	
	<i>LNAVARRO</i>	<i>Reimbursement - Walgreens - Prescriptions</i>	<i>01/17/2024</i>	<i>10.00</i>	
9000046796	O'Hara, James			88.94	
	<i>JOHARA</i>	<i>Reimbursement - Costco - Lisle 180 Supplies</i>	<i>01/04/2024</i>	<i>68.94</i>	
	<i>JOHARA</i>	<i>Reimbursement - DuPage ROE - Reunification Training 2.9.24</i>	<i>11/30/2023</i>	<i>20.00</i>	
9000046797	Schwartz, Rebecca			97.99	
	<i>RSCHWARTZ</i>	<i>Reimbursement - NASSP - NHS Membership Pin w/Card</i>	<i>01/31/2024</i>	<i>97.99</i>	
9000046798	Stellmacher, James M			765.23	
	<i>JSTELLMACHER</i>	<i>Reimbursement - Travel Expenses - IMEC State Conference - Peoria IL</i>	<i>01/25/2024</i>	<i>562.10</i>	

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 02/26/2024 February 2024 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
9000046798	Stellmacher, James M	765.23
	<i>JSTELLMACHER Reimbursement - The Toggle Clamp 02/12/2024 Store - HS Musical Supplies</i>	203.13
Regular Checks:	142	761361.93
ACH Checks:	14	2041.91
Wire Transfers:	0	0.00
Total:	156	763,403.84

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$511,561.39	\$0.00	\$0.00	511561.39
20 - Operations & Maintenance	\$95,031.45	\$0.00	\$0.00	95031.45
40 - Transportation	\$156,811.00	\$0.00	\$0.00	156811.00

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/05/2024 Imprest 1.5.24

R - Regular Run Type

Check Number	Name	Net Check Amt
10330	AT&T: Acct 680 6079045803 District VOIP Charges 12/19/23-01/18/24 12/19/2023	569.11
10331	AT&T: Acct 927 0400375805 Internet Service 12/19/23-01/18/24 12/19/2023	1,391.00
10332	AT&T: Mobility 826906947X0101202 Phone Service 11/24/23-12/23/23 12/23/2023	119.93
10333	T-Mobile for Government Account # 970563340 Empower Ed Hot Spot Program 11/21/23-12/20/23 12/21/2023	333.74
10334	WEX Bank 94209509 Fuel Charges December 2023 12/31/2023	480.83
Regular Checks:	5 2894.61	
ACH Checks:	0 0.00	
Wire Transfers:	0 0.00	
Total:	5 2,894.61	

R - Regular Run Type

Accounts Payable Run: 01/11/2024 Imprest 12.11.23

Check Number	Name	Net Check Amt
10335	Asmussen, Marc MASMUSSEN High School Basketball 12.11.23 01/09/2024 (payment 2)	42.00
10336	AT&T: Acct 430-0 630968597612 Phone Service 11/29-12/28 12/28/2023	117.98
10337	Dupage IASBO David Wilkinson DuPage IASBO Meeting January 12, 01/12/2024 2024	30.00
10338	Santie, Will WSANTIE High School Basketball 12.11.23 12/11/2023 (payment 2)	42.00
Regular Checks:	4 231.98	
ACH Checks:	0 0.00	
Wire Transfers:	0 0.00	
Total:	4 231.98	

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 01/19/2024 Imprest 1.19.24

R - Regular Run Type

Check Number	Name	Net Check Amt
10339	Byron High School	250.00
	Boys Wrestling	
	<i>Byron Middle School Wrestling Tournament 1.20.24</i>	250.00
	01/20/2024	
Regular Checks:	1	250.00
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Total:	1	250.00

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$790.45	\$0.00	\$0.00	790.45
20 - Operations & Maintenance	\$2,586.14	\$0.00	\$0.00	2586.14
40 - Transportation	\$0.00	\$0.00	\$0.00	0.00

FOR ACTION

**Lisle Community Unit School District 202
Board Of Education Meeting
February 26, 2024**

SUBJECT: Acceptance of Certified Retirement.

BACKGROUND: A retirement request has been received from a Certified Employee.

RECOMMENDATION: Acceptance of retirement request.

SUGGESTED MOTION: That the Board of Education accepts the retirement request of:

Robin Honzel, Science Teacher at Lisle Senior High School, requests to retire at the conclusion of the 2024-2025 school year.

James Steben, Physical Education Teacher at Lisle Senior High School, requests to retire at the conclusion of the 2024-2025 school year.

Colleen Stefani, Fourth Grade Teacher at Lisle Elementary School, requests to retire at the conclusion of the 2024-2025 school year.

May 22, 2023

To Whom It May Concern:

This letter serves as notice that I intend to retire upon completion of the 2024-25 school year. Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Robin Honzel". The signature is written in black ink and is positioned to the right of the printed name.

Robin Honzel
Lisle High School

January 19, 2024

Keith Filipiak
Superintendent
Lisle Community School District #202
5211 Center Avenue
Lisle, IL 60532

Dear Dr. Filipiak,

I would like to thank Lisle CUSD for giving me the opportunity to teach and coach the past 36 years. Please consider this my official retirement letter.

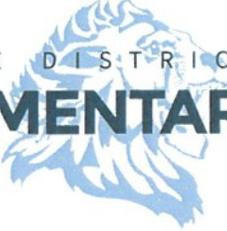
I would like to retro-fit my retirement service bonus into both the 2023-2024 and 2024-2025 school years, realizing this retirement service bonus cannot cause my annual increase in creditable earnings to exceed six percent over the prior year.

Please let me know if you have any questions or require any additional information.

Sincerely,

James Steben

LISLE DISTRICT 202
LISLE ELEMENTARY SCHOOL



January 10, 2024

Dr. Filipiak,

According to the contract, it is time to submit my request to retire at the end of the next school year. I can't believe that my career is coming to an end, and I thank you along with everyone from District 202 who has been part of my journey!

My desired retirement date is May 23, 2025 at the earliest if no emergency days are taken with the latest date being June 2, 2025 if all emergency days are taken.

Please let me know if you need anything else from me.

Thank you again,



Colleen Stefani



FOR ACTION

**Lisle Community Unit School District 202
Board Of Education Meeting
February 26, 2024**

SUBJECT: Acceptance of Classified Resignation.

BACKGROUND: A resignation has been received from a Classified Employee

FINANCIAL IMPACT: This position has been included in the FY 24 budget and will be filled accordingly.

RECOMMENDATION: Acceptance of Resignation.

SUGGESTED MOTION: That the Board of Education accepts the resignation of:

Andrew Beck, Part-time Evening Custodian at Lisle Elementary School, has submitted his resignation to be effective on February 9, 2024.

Diane Rogalny, Inclusion Aide at Lisle Elementary School, has submitted his resignation to be effective on February 15, 2024.

FOR ACTION

**Lisle Community Unit School District 202
Board Of Education Meeting
February 26, 2024**

SUBJECT: Approval of Extra-Duty Employment.

BACKGROUND: The Administration is pleased to recommend the employment of the classified candidate as outlined by the Administrative recommendation included in your packet.

FINANCIAL IMPACT: These positions are budgeted for FY 2024.

RECOMMENDATION: Approval of employment.

SUGGESTED MOTION: That the Board of Education approve the employment of:

Daniel Dillard, Assistant Track Coach at Lisle Senior High School. He is placed at Category IV, Level 3, Step 8 (\$5,711).

Sara Hritz, Assistant Boys' Tennis Coach at Lisle Senior High School. She is placed at Category IV, Level 1, Step 1 (\$3,807).

Sara Hritz, Assistant Girls' Tennis Coach at Lisle Senior High School. She is placed at Category IV, Level 1, Step 1 (\$3,807).

Name	School	Placement	Salary
Dillard, Dan	LSHS	Step 8	\$5,711
Hritz, Sara	LSHS	Step 1	\$3,807
Hritz, Sara	LSHS	Step 1	\$3,807



RECOMMENDATION FOR NEW EMPLOYEE

Date: 2/21/24	Recommended by: Tom Marcum
Primary position to be filled: Assistant Track Coach	
Secondary position to be filled:	
Please indicate if this is a grant position (if so, indicate grant):	
Replacing: Svea Bylsma	New position:
Name of recommended individual: Dan Dillard	
College or University and Major/Minor field of study:	
Please list all relevant prior experience: <ul style="list-style-type: none"> - Newark High School Assistant Basketball, Head Soccer Coach (2 years) - Union High School Head Basketball Coach, Assistant Football Coach (2 years) - Farmington High School Athletic Director, Head Football Coach (16 years) - Lisle High School Athletic Director (19 years) - Lisle High School Football Coach (1 year) 	
Start date: ASAP	Board approval date: June 26, 2023
Recommended salary schedule placement: Category IV - Level 3, Step 8 (\$ 5,711)	
Full-time equivalency (FTE): 1.0	Contracted days: Seasonal
Background information: I am pleased to recommend Mr. Dan Dillard to fill the Track Assistant Coaching vacancy. Having served as the District's Athletic Director, Dan understands the importance of leading our student-athletes and coaches. I look forward to seeing the continued impact Dan will have on our school community.	



RECOMMENDATION FOR NEW EMPLOYEE

Date: 2/21/24	Recommended by: Tom Marcum
Primary position to be filled: Assistant Boys Tennis Coach	
Secondary position to be filled:	
Please indicate if this is a grant position (if so, indicate grant):	
Replacing: Dan Ridges	New position:
Name of recommended individual: Sara Hritz	
College or University and Major/Minor field of study: Illinois State University - Occupational Safety, Bachelors of Science	
Please list all relevant prior experience: <ul style="list-style-type: none"> - High School & Junior College Playing Experience - NJCAA Women’s Tennis Championship National Qualifier - Individual Lessons Instructor (2-years) 	
Start date: ASAP	Board approval date: Feb 26, 2024
Recommended salary schedule placement: Category IV - Level 1, Step 1 (\$ 3,807)	
Full-time equivalency (FTE): 1.0	Contracted days: Seasonal
Background information: <p>"Sara's tennis playing experience in high school and college and her daily work with school children in the Naperville school district make her an excellent candidate for the Lisle High School assistant tennis coach positions. Her desire to actively run and participate in coaching drills and promote the tennis program via social media make her a good fit with the programs future needs. We would be excited to have Sara join our Lisle High school coaching staff." Head Boys & Girls Tennis Coach, Oliver Schmidt.</p>	



RECOMMENDATION FOR NEW EMPLOYEE

Date: 2/21/24	Recommended by: Tom Marcum
Primary position to be filled: Assistant Girls Tennis Coach	
Secondary position to be filled:	
Please indicate if this is a grant position (if so, indicate grant):	
Replacing: Dan Ridges	New position:
Name of recommended individual: Sara Hritz	
College or University and Major/Minor field of study: Illinois State University - Occupational Safety, Bachelors of Science	
Please list all relevant prior experience: <ul style="list-style-type: none"> - High School & Junior College Playing Experience - NJCAA Women’s Tennis Championship National Qualifier - Individual Lessons Instructor (2-years) 	
Start date: ASAP	Board approval date: Feb 26, 2024
Recommended salary schedule placement: Category IV - Level 1, Step 1 (\$ 3,807)	
Full-time equivalency (FTE): 1.0	Contracted days: Seasonal
Background information: <p>"Sara's tennis playing experience in high school and college and her daily work with school children in the Naperville school district make her an excellent candidate for the Lisle High School assistant tennis coach positions. Her desire to actively run and participate in coaching drills and promote the tennis program via social media make her a good fit with the programs future needs. We would be excited to have Sara join our Lisle High school coaching staff." Head Boys & Girls Tennis Coach, Oliver Schmidt.</p>	

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Drywall Contract – Lisle Junior High Renovations

BACKGROUND DATA: Initial bids for the Lisle Junior High Renovations were opened November 15th. At that time, only two bids were received for drywall work. The lowest bidder asked to withdraw their bid based on missing some items in their response. With only one additional bidder at a significantly higher amount, the administration recommended deferring acceptance to review the scope and rebid the work.

A second round of bids for drywall work were opened on February 1st. The following table summarizes the results of the bid opening:

Contractor	Bid Amount
NA Favia Builders	\$272,000
Pepper SPG	\$300,000

The current bid removes the new exterior soffit installation from the project scope. Rebidding with the revised scope of work resulted in savings of approximately \$150,000 as compared to the previous lowest qualified bid of \$421,262. Pepper Construction evaluated the bids and performed the necessary due diligence and recommends approval of NA Favia Builders.

FINANCIAL IMPACT: The Drywall Contract recommended for approval is \$272,000 which brings the total approved contracts for the Lisle Junior High Renovations to \$4,874,077.

RECOMMENDATION: Pepper Construction recommends awarding the Drywall Contract to NA Favia Builders as included on the Bid Opening Analysis.

SUGGESTED MOTION: That the Board of Education approve the Drywall Bid from NA Favia Buildings for \$272,000 and assign the Contract for said services to Pepper Construction.



Lisle School District 202
Lisle Junior High School Additions and Renovations
Bid Period #2
Bid Opening Analysis – February 1, 2024

Low Qualified Bidders

Bid Package	Trade Item	Contractor	Base Bid
#6	Drywall	NA Favia	\$272,000

Lowest Qualified Bids

TOTAL - LOWEST QUALIFIED BIDDERS (Bid Period #1)	\$4,602,077
TOTAL - LOWEST QUALIFIED BIDDERS (Bid Period #2)	\$272,000
BID PERIOD #1 & 2 TOTAL	\$4,874,077

Lisle CUSD 202
Lisle Junior High Renovations
Budget Summary - 02/26/2024

	Amount
PHASE 1 Bid Package	\$4,874,077 Actual
Relocate Central / 4 6th Grade Classrooms	
Window replacement	
Main entrance security	
Renovate 4 Sp Ed Classrooms	
Lighting upgrades	
Classroom HVAC	
 PHASE 2 Bid Package	 \$3,000,000
Safety & Security Upgrades	
HVAC - Commons and Auditorium	
Central Plant	
 PHASE 3 Bid Package	 \$5,695,744
Addition of 4 classrooms	
Science Lab and Classroom reconfiguration	
Elevator	
 Allowances	 \$300,000
General Requirements	\$500,000
Construction Contingency (7.5%)	\$1,077,737
Construction Manager:	
Pre Construction	\$30,000
Builders Risk Insurance	\$5,000
Construction Mangement Fee	
Management Staff (7.5%)	\$1,098,567
Fee (2.25%)	\$376,869
General Liability (1.2%)	\$198,613
 Architect (8.5%)	 \$1,360,000
Owner Direct Costs / Reimbursable Consultants * (7%)	\$1,098,567
 Totals	 \$19,615,174
 Project Budget	 \$20,000,000
 Difference	 \$384,826

* Architect and Engineering Fees, Consultants, Furniture, Reimbursables, etc.

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: District Administration Offices ACM Abatement RFP

BACKGROUND DATA: As part of the renovations at Lisle Junior High School, the asbestos containing-materials in the floor tile, mastic, and leveling compound must be removed prior to renovating the District Offices into classrooms. Nick Malone, a licensed asbestos professional with ESI Chicago, Inc. assisted in preparing the abatement specifications and soliciting proposals from qualified contractors.

Proposals were received on February 8th with three companies submitting proposals for the project. The results of the proposals are summarized in the following table:

Contractor	Proposal Amount
Dem Services, Inc	\$34,500
Colfax Corporation	\$38,900
EHC Industries, Inc	\$39,750

ESI Chicago is familiar with each of the proposers and considers them all to be qualified contractors. The low proposer was Dem Services Inc., a licensed asbestos contractor, and ESI recommends acceptance of the proposal.

The Illinois Department of Public Health requires an independent asbestos professional to be utilized for project supervision and daily air sampling. ESI Chicago, Inc. submitted the attached proposal for on-site air testing and monitoring during the asbestos removal project at a cost of \$13,250. ESI Chicago has been providing project management services to the district for 20+ years.

FINANCIAL IMPACT: The total project cost of \$47,750 for removal and monitoring will be included in the Lisle Junior High Renovations budget and paid from the Capital Projects Fund.

RECOMMENDATION: The administration recommends that the Board of Education approve the proposal from Dem Services, Inc and ESI Chicago, Inc for asbestos abatement.

SUGGESTED MOTION: That the Board of Education accept the proposal from Dem Services, Inc. in the amount of \$34,500 for asbestos abatement at the District Administration Offices and the proposal from ESI Chicago, Inc. in the amount of \$13,250 for independent professional services.

ASBESTOS CONTAINING MATERIALS ABATEMENT AGREEMENT

THIS AGREEMENT is made this 26th day of February 2024, by and between, Dem Services, Inc., having a principal place of business at 5316 West 124th Street, Alsip, Illinois (hereinafter referred to as "Contractor"), and the Board of Education of Lisle Community Unit School District #202, DuPage County, Illinois (hereinafter referred to as the "Board" or "District"), as follows:

1. Term of Agreement

Contractor shall commence the Work (as defined in Section 2) for the project May 28, 2024, and shall substantially complete the Work no later than June 10, 2024 (the "Term"). Notwithstanding the foregoing sentence, this Agreement shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled, or the Agreement has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after the Term, to comply with any provision of this Agreement intended for the District's protection or benefit, or that by its sense and context, is intended to survive the completion, expiration, or termination of this Agreement.

2. Scope of Work

Contractor shall furnish all labor, equipment, and materials necessary to perform the asbestos containing materials abatement work set forth in Exhibit 1 ("Work") with the degree of skill, care, and judgement exercised by recognized professional firms performing work of a similar nature and to District satisfaction. The nature of the Work is referred to as abatement even though the work may involve removal, encapsulation, repair, or some other form of abatement. Contractor understands that time is of the essence in this Agreement.

Contractor, at its sole cost and expense, shall maintain all licenses, permits, and certifications necessary to perform the Work.

Contractor shall perform the Work in compliance with all applicable federal, state, and local laws, statutes, regulations, ordinances, rules, directives, and orders relating to asbestos containing materials abatement, storage, handling, and disposal ("Laws", including without limitation, Occupational Health and Safety Administration, United States Environmental Protection Agency, and Illinois Department of Public Health laws and regulations. Contractor represents and warrants that it is fully aware of the foregoing Laws and their requirements. If the Laws' requirements vary, Contractor shall comply with the strictest or most stringent requirements.

Prior to starting the Work, Contractor shall provide to District the names of all asbestos abatement employees, a certification that those employees have received all required training and licensing, and Contractor's Abatement Plan addressing the specific hazards for the Work.

Contractor shall provide all notices required by Laws. Contractor shall provide to District copies of all notices and other communications relating to the Work sent to and received from local, state, or governmental authorities.

Contractor shall perform the Work without damage to or contamination of District's property. Where District property is damaged or contaminated, Contractor shall, at its sole cost and expense, restore the property to its original condition or at District's option, Contractor shall upon demand reimburse the District for the costs incurred by District in repairing or restoring the property.

Contractor may use areas immediately adjacent to Work site, to the extent such areas are unoccupied and available. Contractor agrees to maintain a low profile during the Work and to minimize disruption of normal activities at and near the Work site.

Contractor is solely responsible for the safety of the public, its employees, subcontractors, suppliers, and any other person allowed by Contractor to enter the Work area.

If, at any time, District, its agent, or any regulatory official determines the Contractor's practices are in violation of pertinent and applicable Laws, or are endangering workers, the public, or any District building, Contractor will immediately stop work and take corrective action(s). Any costs resulting from such a stop work order, and any costs involved in restarting the Work, will be born solely by Contractor and will not be considered as a basis for an increase in the contract amount.

3. Terms of Payment

Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, or the Contractor's invoice, whichever are more favorable to the District and the payment date shall be calculated from the receipt of invoice or the end of the Work, whichever is later. Payment is subject to District Policy and Board approval of invoices and disbursements.

Prior to final payment, Contractor shall submit the following to the District: two (2) sets of records (log book, air monitoring reports, permits and notifications, disposal receipts, abatement plan, final test certification), everything required by applicable Laws, and any other documents required by the District.

4. Insurance Requirements

The Contractor shall obtain, pay the premiums for and maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Illinois. A Certificate of Insurance of the Contractor's insurance coverage indicating these amounts must be submitted prior to commencement of the Work. The insurance requirement below is set by District local policy.

By requiring such minimum insurance the District shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages – All written on an “occurrence” basis.

1. Commercial General Liability – ISO Form CG0001 or its equivalent. Coverage to include:
 - a. Premises and Operations
 - b. Personal Injury/Advertising Injury
 - c. Products/Completed Operations
 - d. Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - e. Independent Contractors
2. Automobile Liability including all
 - a. Owned Vehicles
 - b. Non-Owned Vehicles
 - c. Hired Vehicles
 - d. Personal Injury Protection (where applicable)
3. Workers’ Compensation and Employers’ Liability

Workers’ Compensation (Coverage A) and Employer’s Liability (Coverage B)

The Contractor shall carry the following minimum limits of liability and coverages:

Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (Any One Person)	\$5,000

Automobile Liability

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Uninsured/Underinsured Motorists	\$1,000,000

Workers' Compensation

Coverage A (Workers' Compensation)		Statutory
Coverage B (Employers' Liability)	Each Employee	\$1,000,000
	Each Accident	\$1,000,000
	Policy Limit	\$1,000,000

Umbrella or Excess Liability

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000

Additional Requirements

Commercial General Liability (CGL) and Automobile Liability

Contractor shall name Lisle Community Unit School District 202 and its Board of Education, Board members, officers, employees, agents, and volunteers (the "Additional Insureds") as Additional Insureds on ISO Endorsement CG 2026 or its equivalent. Contractor shall obtain all necessary policy amendments or endorsements to effect coverage for the Additional Insureds under FSMC's CGL and Automobile Liability policies and shall provide copies of such amendments or endorsements to the District.

All Policies

Policies may not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to the District. Failure of the Contractor to obtain new insurance shall be cause for the District to immediately terminate the Agreement. Proof of renewal must be provided to the District at least 15 days prior to expiration of any policy.

All policies must be written and/or endorsed to provide coverage on a primary and non-contributory basis with any other insurance coverage and/or self-insurance available to the Additional Insureds.

Insurers providing the above coverages must be licensed to transact business in the State of Illinois and must have a current rating of "A VII" or better as provided by A.M. Best's rating system.

No policy shall reserve or permit any right of subrogation against the District, the Board of Education, or the Board's individual members, employees, volunteers, agents, successors, or assigns. The insurance requirements above shall not serve to limit any indemnification or hold harmless obligation the Contractor has toward any of the Additional Insureds.

5. Indemnification

The Contractor shall be liable for all damages incurred while in performance of its services for the District. The Contractor assumes full responsibility for the work to be performed hereunder, and hereby defends, holds harmless, indemnifies, releases, relinquishes and discharges the District, its officers, agents and employees, from all claims, demands and causes of action of every kind and character including the cost of defense thereof, for any injury to including death of any person whether that person be a third person, contractor or an employee of the Contractor or the District, and any loss of or damage to property of the Contractor, the District, or a third party, caused by or alleged to be caused by, arising out of or in connection with the Contractor's services to the District, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

6. Prevailing Wage

To the extent required by Illinois law, the Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this purchase order, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1, et seq.) The Contractor acknowledges that at the time of contracting it is familiar with the Illinois Prevailing Wage Act, and that it accepts sole responsibility for determining whether the Act is applicable to its contract with the District. The Contractor also agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any claims brought by any employee or the Illinois Department of Labor arising out of the scope of its contract with the District for violations of this Act.

7. Status as Independent Contractor

Contractor and the Board are contractors independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Agreement.

8. Notice

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board:

**Lisle Community Unit School District #202
5211 Center Avenue
Lisle, Illinois 60532-2306**

If to the Contractor:

**Dem Services, Inc.
5316 West 124th Street
Alsip, Illinois 60803**

9. Binding Effect of Agreement

This Agreement shall inure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind Contractor, and its agents, representatives, successors and assigns.

10. Assignment

Contractor agrees not to assign or sell any rights to this Agreement to a third party or parties without the prior agreement of the Board. Such action without approval shall authorize the Board to immediately terminate this Agreement.

11. Complete Understanding

This Agreement, including the Request for Proposal Documents, the terms of which are incorporated herein and made a part hereof, set forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

12. Amendments

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

13. Governing Law

This Agreement is governed by the laws of the State of Illinois and venue for all actions relating thereto shall lie in the circuit court of DuPage County, Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

BOARD OF EDUCATION
LISLE COMMUNITY UNIT SCHOOL DISTRICT 202,
DUPAGE COUNTY, ILLINOIS

By: _____
Board President

Attest: _____
Board Secretary

Date: _____

Date: _____

DEM SERVICES, INC.

By: _____

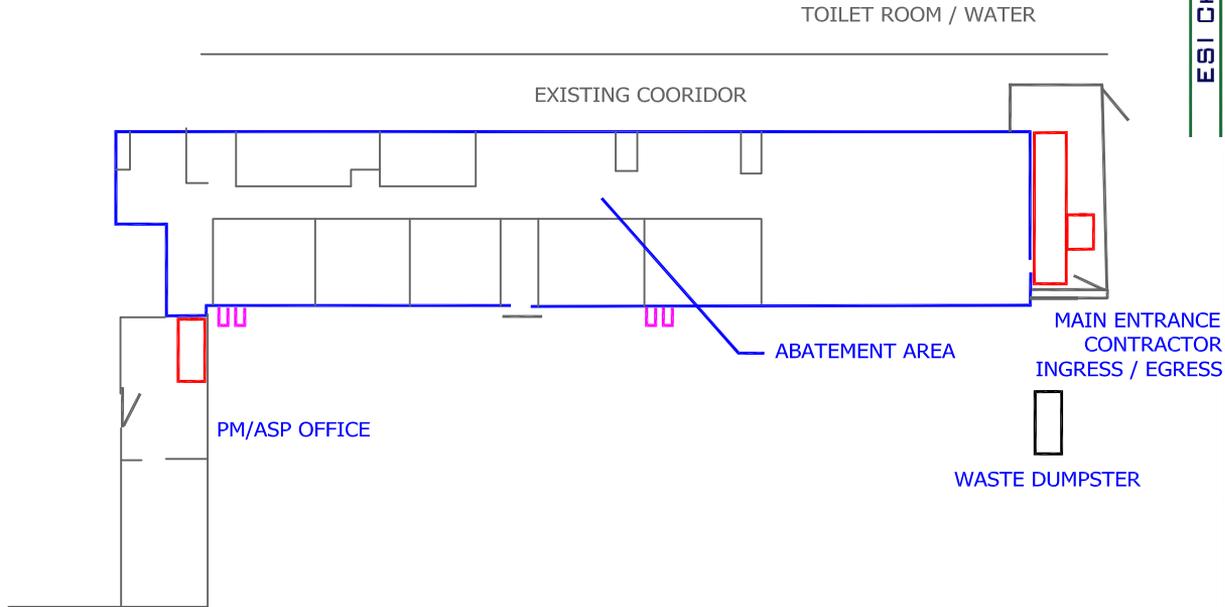
Its: _____

Date: _____

Exhibit 1

ABATEMENT LEGEND

- GROSS REMOVAL AREA
- HEPA EHAUST
- DECON' / WASTEOUT SYSTEM / AIRLOCK SYSTEM
- ABATEMENT BARRIER



ESI CHICAGO, INC.

P.O. BOX 303
 LA GRANGE, IL 60525-0303
 708.354.7121
 WWW.ESICHICAGO.COM

NOTES:

- REMOVAL OF CARPET, ACM FLOOR TILE, ACM MASTIC, LEVELING COMPOUND, AND BASE PER IDPH RULES AND REGULATIONS.
- FULL CONTAINMENT PROCEDURES, METHODS, AND MEANS.
- INTERIOR WALLS TO BE REMOVED BY OTHERS PRIOR TO ABATEMENT. WALL BASE PLATES AND FASTENERS REMOVED DURING ABATEMENT.
- IDENTIFIED ACBM IS 5% CHRYSOTILE BY PLM.
- ABATEMENT ACTIVITIES TO BE PERFORMED SECOND SHIFT 28 MAY - 10 JUNE 2024.
- PROJECT MANAGEMENT AND AIR SAMPLING TO BE PERFORMED BY ESI CHICAGO, INC.
- DIAMOND GRIND FLOOR THROUGHOUT PRIOR TO AIR CLEARANCE MONITORING BY TEM.

LISLE
COMMUNITY UNIT DISTRICT #202
 5207 Center Avenue
 Lisle IL 6052

ADMINISTRATION ABATEMENT
FLOOR PLAN
 5207 Center Avenue
 Lisle Illinois

PROJECT
 5523
FILE
 L202U1402480FFP1

SHEET
1
OF
1

Administration Renovation to Classrooms, Sampling, and Testing - Flooring Removal

Jeff Hinton
Buildings and Grounds

via email: JHinton@Lisle202.org

Lisle Community School District 202
5211 Center Avenue
Lisle, IL 60532

The Administration Offices renovation conversion to classrooms flooring abatement required professional services is as follows.

Proposed Scope of Independent Professional Services per IDPH Requirements:

- Illinois Department of Public Health Licensed Project Design (ESI Chicago)
- Illinois Department of Public Health Licensed Project Supervision (ESI Chicago)
- Illinois Department of Public Health Licensed Daily Air Sampling Professional (ESI Chicago)
- PAT accredited daily PCM analyses as required
- NIST accredited Air Clearance analysis by Transmission Electron Microscopy
- Final Project Report

Total Estimate = **\$13,250.00**

If there are any questions, if additional information is requested, or if you would like to meet to discuss this proposal, please contact me. Thank you for the opportunity to continue to provide our environmental professional services to you and the people at Lisle School District 202.

ESI CHICAGO, INC.

Nick Malone

Nick Malone, P.E.
IDPH # 100-00182
M.S. Environmental Health Engineering

Analytical Results attached

NJM/pro2023

FOR DISCUSSION

Lisle Community Unit School District 202 Board of Education Meeting February 26, 2024

SUBJECT: Pepper Construction Project Work Order #1 – Lisle Junior High School Renovations

BACKGROUND DATA: The Board approved the Master Agreement with Pepper Construction to manage the renovations at Lisle Junior High on December 18, 2023. The Agreement stipulates that the Construction Manager's Fee will be 2.25% of the Cost of the Work and General Liability Insurance is 1.2% of the Project Cost.

The administration is recommending the Board approve Project Work Order #1, which outlines the following additional fees for the Summer 2024 renovations:

- 1) Pepper Staffing Plan costs not to exceed \$417,757
- 2) Construction reimbursable costs not to exceed \$11,500 (ex. signage, printing, safety, phone/internet, and general equipment)
- 3) Temporary construction costs not to exceed \$254,176 (ex. dumpsters, fencing, floor/roof protection, toilets, site clean up, etc.)
- 4) Builders risk insurance of \$1,500
- 5) Schematic and design development cost estimate services of \$30,000 (includes approximately 450 hours of work)

FINANCIAL IMPACT: Included in Board Books is a summary of the fees to be paid to Pepper Construction based on the recommended Work Order. The total general liability insurance and fee paid to Pepper Construction is \$674,805 based on \$5,621,872 of construction costs. Peppers Fee as percentage of the Construction Costs is 11% which aligns with a general contractor fee of about 10%.

RECOMMENDATION: That the Board approve Pepper Construction Project Work Order #1 for the Summer 2024 renovations at Lisle Junior High.

SUGGESTED MOTION: That the Board of Education approve Pepper Construction Project Work Order #1 for the Summer 2024 renovations at Lisle Junior High for an estimated final contract cost of \$6,261,526.

**Lisle Community Unit School District 202
Lisle Junior High Renovations - Summer 2024**

	PROJECT WORK ORDER #1		
	Construction Costs	Pepper Staffing and Reimbursables	Total
Cost of the Work			
Contracts awarded to subcontractors	\$4,874,077		
Pepper Staffing Plan		\$417,757	
Temporary Construction Costs and Reimbursables	\$254,176	\$11,500	
Allowances	\$100,000		
Contingency (7.5% of items above)	\$392,119		
Builders Risk Insurance	\$1,500		
Subtotal	\$5,621,872	\$429,257	\$6,051,129
General Liability Insurance (1.2%)	\$67,462	\$5,151	\$72,613
Total Cost of the Work	\$5,689,334	\$434,408	\$6,123,742
Construction Manager's Fee (2.25%)	\$128,010	\$9,774	\$137,784
Contract Sum (Cost of the Work + CM Fee)	\$5,817,344	\$444,182	\$6,261,526
Preconstruction Services	\$30,000		
Pepper Construction Fee	\$639,654		
Construction Costs	\$5,621,872		
Fee Ratio	11%		

PROJECT WORK ORDER # 1

Lisle Community Unit School District 202 ("Owner") and **Pepper Construction Company** ("Construction Manager") entered into a Master Agreement on December 18th, 2023 ("Master Agreement"). Such Master Agreement is in the format of an AIA A134-2019, as modified, with additional Contract Documents including AIA A134-2019 Exhibit A – Insurance & Bonds, General Conditions (AIA A201-2017, as modified), the Project Manual, and Drawings and Specifications.

The Owner and the Construction Manager hereby agree to enter into this Project Work Order, dated February 26, 2024, whereby all provisions of the Master Agreement shall be incorporated herein for the project known as "Lisle Junior High School Renovations Phase 1" ("Project"), which is located at 5207 Center Ave., Lisle, IL and consists of renovations and as further described in the Contract Documents and Clarifications, a list of which is attached hereto as Project Work Order Exhibit 3.2.1. Project-specific terms and information pursuant to this Project Work Order are as follows:

1. The Owner's construction milestone dates:
 - a. Date of Commencement shall be: May 20, 2024
 - b. Substantial Completion shall be achieved no later than Aug. 9, 2024 and as further set forth in the attached Exhibit 3.3.2.2, Project Construction Schedule.

2. The Owner identifies the following representative:

Dr. Keith Filipiak, Superintendent – Lisle Community Unit School District 202

3. The Architect identifies the following representative:

Rick Young, Project Architect – Perkins & Will

4. The Construction Manager identifies the following representative:

Nick Cosek, Project Director – Pepper Construction

5. The Preconstruction Cost Estimate is Thirty Thousand Dollars (\$30,000.00) and indicated within the attached Exhibit 3.2.1, Final Cost Estimate, Schedule of Values, and Clarifications.

6. Commercial General Liability insurance premiums, as further described at Section 7.6 of the Master Agreement, shall be charged at the rate of 1.2 % per thousand dollars of the Cost of the Work.

7. Construction Manager's Fee shall be 2.25 percent of the Cost of the Work.

8. The Final Cost Estimate Six Million Two Hundred Sixty-One Thousand Five Hundred Twenty-Six Dollars (\$6,261,526), and is based upon and is subject to the Schedule of Values and Clarifications, attached hereto as Exhibit 3.2.1 and Construction Manager's current rates attached hereto as Exhibits 6.1.5, 7.2.1, and 7.2.2.

Exhibit 2.1.2

9. Should any alternates, allowances, or unit prices be established subsequent to the Final Cost Estimate, the same will be incorporated by Change Order to this Project Work Order.

10. Exhibits attached hereto, and which are a portion of the Contract Documents, include the following:

- Exhibit 3.2.1 Final Cost Estimate, Schedule of Values and Clarifications, List of Drawings and Specifications
- Exhibit 3.3.2.2 Project Construction Schedule
- Exhibit 6.1.5 Construction Manager's Equipment Rental Rates and Practices
- Exhibit 7.2.1 Construction Manager's Comprehensive Trade Labor Rates
- Exhibit 7.2.2 Construction Manager's Comprehensive Management Rates
- Exhibit 11.1.1 Construction Manager's Remittance Information
- Exhibit 14.3 Construction Manager's Certificate of Insurance
- Exhibit 14.3.2.1 Construction Manager's Certificate of "Special/Open Perils" Builders Risk

The parties hereto execute this Project Work Order through their authorized officers, as of the date first above written, in at least three original copies, of which one is to be delivered to the Construction Manager, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Lisle Community School District 202

PEPPER CONSTRUCTION COMPANY

By: _____

By: _____

Its:

Its:



SD 202- 2024 Jr. High Additions & Renovation
Lisle Community School District 202
Estimate Summary Report

SubJob	Description	Area	WM	Total Cost	Cost/ QTY
BP1	BP# 1 (Summer 2024)	1	SF	\$ 5,817,344	\$ 5,817,344.46 / SF
MGT	Management Reimbursables	1	SF	\$ 444,182	\$ 444,181.88 / SF
		Job Total		\$ 6,261,526	



SD 202- 2024 Jr. High Additions & Renovation
Lisle Community School District 202
Estimate Summary Report

CP	Description	Total Cost	Cost/SF	Comments
Sub Job	BP1	BP# 1 (Summer 2024)	Area : 1 SF	
9950	Builders Risk	0	0.00	
0150	Temporary Construction	254,176	254,176.0	
0242	Selective Demolition	232,000	232,000.0	
0400	Masonry	298,995	298,995.0	
0550	Metal Fabrications	64,334	64,334.00	
0610	Rough Carpentry	239,782	239,782.0	
0640	Architectural Woodwork	113,581	113,581.0	
0750	Membrane Roofing	76,000	76,000.00	
0844	Curtain Wall And Glazed Assemblies	881,130	881,130.0	
0929	Gypsum Drywall	272,000	272,000.0	
0930	Tiling	6,505	6,505.00	
0951	Acoustical Ceilings	129,100	129,100.0	
0960	Flooring	64,900	64,900.00	
0991	Painting	85,000	85,000.00	
2200	Plumbing	37,750	37,750.00	
2300	Hvac	1,314,000	1,314,000	
2600	Electrical	1,059,000	1,059,000	
9501	Allowances	100,000	100,000.0	
Sub Job BP1 Subtotal		\$ 5,228,253		
	Contingency (7.5 %)	392,119		
	Builders Risk	1,500		
	General Liability Insurance (1.2 %)	67,462		
	Fee (2.25 %)	128,010		
Sub Job BP1 Total		\$ 5,817,344	\$ 5,817,344.46/ SF	



SD 202- 2024 Jr. High Additions & Renovation
Lisle Community School District 202
Estimate Summary Report

CP	Description	Total Cost	Cost/SF	Comments
Sub Job	MGT Management Reimbursables	Area :	1 SF	
9100	Management Reimbursables	417,757	417,756.5	
9200	Construction Reimbursables	11,500	11,500.06	
Sub Job MGT Subtotal		\$ 429,257		
	Contingency	0		
	General Liability Insurance (1.2 %)	5,151		
	Fee (2.25 %)	9,774		
Sub Job MGT Total		\$ 444,182	\$ 444,181.88/ SF	

Comments :



SD 202- 2024 Jr. High Additions & Renovation
Lisle Community School District 202
Estimate Summary Report

CP	Description	Total Cost	Cost/SF	Comments
Sub Job PRE	Preconstruction	Area :	1	LS
9300	Preconstruction Services	30,000	30,000.00	
Sub Job PRE Subtotal		\$ 30,000		

Comments :

SD 202- 2024 Jr. High Additions & Renovation
Lisle Community School District 202
Clarifications

1. Current Schedule for Phase 1 starts May 20th, 2024 and completes August 16 2024 per attached Exhibit 3.3.2.2, Future work awarded will include an amended schedule as necessary for additional work.
2. Management Reimbursable Costs are based upon the first phase of bid work to be completed in the summer of 2024. Reimbursables will only be charged for work completed with a not to exceed budget or schedule change.
3. Cost included the re-bid drywall package. The concrete package was rejected for a future work phase.
4. Costs exclude utility consumption charges.
5. PWO excludes costs associated with building engineers needed for building shut downs, drain downs, tie in's, etc...
6. FFE is assumed by Owner and not included in the PWO costs.
7. Costs exclude work associated with unforeseen and concealed conditions. Contingency and allowances included within the cost of the work can be used for such conditions as agreed upon by the project team.
8. Costs exclude material testing, commissioning, permits, etc...
9. Costs exclude LEED or Green Globe certification.
10. Costs exclude security or security personnel.
11. MEP costs are assumed all existing services are sized to accommodate new work.
12. Costs do not include any moving services or fees.
13. Abatement costs are by owner.
14. Final Cleaning is assumed to be by owner.

Exhibit 3.2.1
List of Drawings

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A31-01	EXTERIOR WALL SECTIONS & DETAILS	X
A44-01	ENLARGED PLANS AND INTERIOR ELEVATIONS	X
A44-02	ENLARGED PLANS AND INTERIOR ELEVATIONS	X
A50-00	CASEWORK ELEVATIONS & DETAILS	X
A62-01	DOOR SCHEDULE, PARTITION TYPES, & DETAILS	X
A62-02	GLAZING ELEVATIONS	X
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S01-01	FOUNDATION SECTIONS AND DETAILS	X
07 - MECHANICAL		
M04-01	MECHANICAL DEMOLITION PLAN - LEVEL 01 - AREA A	X
M04-02	MECHANICAL DEMOLITION PLAN - LEVEL 01 - AREA B	X
M04-03	MECHANICAL DEMOLITION PLAN - LEVEL 01 - AREA C	X
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Lisle D202 JHS Capital Improvements
 Lisle, IL 60532
 Issue for Bid – Package 2/IFC

Perkins&Will
 021060.470
 08 January 2024

DOCUMENT 00 01 10

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 021060.470
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Lisle D202 JHS Capital Improvements
 Lisle, IL 60532
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M	23 07 13	Duct Insulation	08 Jan 2024
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DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

E	28 05 00	Common Work Results for Electronic Safety and Security	08 Jan 2024
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SECTION	SECTION	
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2024 – 365 Equipment & Supply Rental Practices

The following information is consistent with the general industry practices of equipment rental as described by Equipment Watch (online version of the previous AED Book), our rates have been adjusted to correspond to these conditions.

To the extent, a piece of equipment is not listed in Equipment Watch, 365 Equipment & Supply's rates will not exceed competitive rental prices for similar pieces of equipment in good and safe working condition from a rental business in the Chicago Metropolitan area.

Time basis of rates

We base rates upon one shift of 8 hours per day, 40 hours per week, or 166 hours per month.

Effective January 02, 2024, 365 Equipment & Supply's daily rental rates are based on the monthly rates found in Equipment Watch or Chicago Metropolitan area based rental houses. The 365 Equipment & Supply daily rental rate is this monthly rate divided by 20. In instances when no comparable equipment rental rates are available through one of these two sources, our monthly rate is derived from the replacement value of the equipment.

Capped Equipment

When equipment from 365 Equipment & Supply reaches its ARC (Allowable Recoverable Cost), the equipment will stop charging the daily rental rates but remains property of 365 Equipment and Supply. **(AT NO TIME DOES 365 EQUIPMENT & SUPPLY RENTAL EQUIPMENT BECOME PROPERTY OF THE OWNER)**

Missing/Stolen Equipment (365 Equipment & Supply)

Equipment either missing or stolen from a jobsite must be reported to 365 Equipment & Supply in a timely fashion. A Missing/Stolen Tool Report must be completed and returned to the attention of 365 Equipment & Supply. A copy of the report should also be sent to the Project Manager and a copy kept in the job file. If the loss exceeds \$2,500, a police report or police report number must be attached to the Missing/Stolen Tool Report. All missing or stolen equipment will be job chargeable at the replacement value of that equipment.

Non-tractor equipment: 365 Equipment & Supply bears the cost of repairs due to normal wear and tear on non-tractor equipment, and the Project bears all other costs.

Condition of equipment: 365 Equipment & Supply Rates are revised on an annual basis; an updated modification of this document shall be forwarded to the Owner in a timely manner.

The equipment rented is to be delivered to the Project site in good operating condition and is to be returned to the yard in the same condition as delivered, less normal wear, unless there is an agreement which may vary this general practice.

365 Equipment & Supply shall not be liable for any loss, delay or damage of any kind or character resulting from the non-availability of the equipment within its inventory to fill a rental request. Prior to the end of the rental period, the Project shall complete its obligations with respect to minor repair and routine maintenance. 365 Equipment & Supply shall perform a final inspection after equipment has been returned by the Project. This inspection and estimate of required repairs, if any, shall form the basis for allocation of any final repair costs between 365 Equipment & Supply and the Project. Equipment returned damaged from the Project site will be repaired on a time and material basis at the Project's expense. In situations where equipment is working in a hazardous waste or toxic chemical area, machines should be cleaned at the expense of the Project before being returned from rental.

Freight charges

The rates in the schedule are all f.o.b. the 365 Equipment & Supply warehouse or shipping point. 365 Equipment & Supply, at its own expense, shall load the equipment for transit to the Project and upon its return unload it, and shall pay all demurrage charges accruing at its own shipping or receiving point. The Project, at its own expense, shall do all unloading, installing, dismantling and reloading, and shall pay all demurrage accruing at its own shipping or receiving point, and all freight in both directions; providing, however, that unless otherwise specifically agreed, the Project shall not pay return transportation charges greater than those necessary to move the equipment to the location from which it was received.

Rental period

The rent starts when equipment leaves the 365 Equipment & Supply warehouse and stops when it is returned to the warehouse.

Taxes

No license, sale or use taxes are included in these rates.

Insurance

Is covered by 365 Equipment & Supply's corporate policies.

Accounting

Wages, salaries and all associated taxes, costs and benefits that are combined as a comprehensive unit of pay on the rate schedules constitute the primary data for accounting purposes.

Equipment and Machine Damage

1. All site truck damage will be job chargeable and any maintenance will be the jobs responsibility while on site.
2. All damage to lifts will be job chargeable. All maintenance while on the job will be job chargeable. 365 Equipment & Supply will handle annual inspections.
3. All damage to office or storage trailers will be job chargeable. All clean up and restoring trailer to re-rentable condition will be job chargeable. These charges will occur, in a timely fashion, at the end of the job.

Purchasing Equipment under \$500

1. **TOOLS FOR JOBSITE USE SHOULD BE PURCHASED FROM 365 EQUIPMENT & SUPPLY** and will be competitive with current pricing of similar tools.
2. **In a Guaranteed Maximum Price project, when the job has been completed, these tools are the property of the Client; in the case where the Client does not want the equipment it becomes property of 365 Equipment & Supply and not to any of our employees.**
3. All electric tools in this category, which are lost or stolen must be reported to 365 Equipment & Supply and sent to their attention, on a Missing/Stolen Tool Report.
4. When these tools have been purchased from 365 Equipment & Supply during job progress and need any type of repairs; 365 has the capability to perform electric tool repair service:
 - The cost is \$150.00 for labor, including fringes and mark ups, plus the cost of parts required.
 - Free estimates will be given upon request.
 - We want to emphasize that we still rent small electric tools
5. Labor rates change yearly as per Union Contracts.

Shift work and Overtime provision for Tower Cranes and Hoists

- i) For use during a second shift during one day, the Project shall pay 365 Equipment & Supply an additional fifty percent (50%) of the rental rate specified in the Agreement; ii) For use during additional shifts in one day, the Project shall pay 365 Equipment & Supply an additional twenty-five percent (25%) of the rental rate specified in the Agreement the rates are based as follows; We base rates upon one shift of 8.5 hours per day, 42.5 hours per week, or 176 hours per month.
- iii) Overtime will be charged at a pre-determined rate per job.

Hydro Cranes and Crawler Cranes: 365 Equipment & Supply bears the cost of repairs due to normal wear and tear. In individual cases (especially where the equipment may be subjected to unusual abuse or excessive wear and tear),

365 Equipment & Supply may require the Project to bear all costs of repair on equipment regardless of its type or classification or else charge a higher rental rate.

Tower Cranes and Hoists: Tower crane rentals include a repair agreement for all parts and labor performed on a straight time basis due to normal wear and tear, at 15% per monthly rental per month in the Chicago Metropolitan area, plus trip charge of \$350, tax, expenses, subsistence, truck and tool charges. The Project will pay these charges on a pro-rata hourly basis over 176 hours per month, assuming a one-month minimum rental period. Hoists are at 25% of monthly rental fee.

Cost of repairs

Tractor equipment: In the case of track mounted or rubber-tired equipment, the difference between "normal" and "abnormal" wear and tear is not easily discernible. 365 Equipment & Supply, therefore, requires the Project to bear all costs of repair to such equipment, regardless of the cause.

REPAIRS PROVIDED: Contact 365 Equipment & Supply and they will arrange to have a service technician make repairs.

NOT COVERED:

1. Regular maintenance and all adjustments in accordance with manufacturer's specifications, including, without limitation, oil changes, lubrication, cleaning, brake inspection, adjustment, or replacement of maintenance items.
2. Repairs and parts required because of accident; neglect; misuse; improper handling, operation, or maintenance; unusual physical stress or weather conditions, fire, flood, or Act of God.
3. Overtime, weekend or holiday repair work, which shall be additionally charged to the Project at the technician's company's published rates.
4. Delays preventing a service technician from performing repairs, which shall be additionally charged at the technician's company's rates then in effect.
5. Replacement or repair of all wire rope.

THE PROJECT'S DUTIES AND RESPONSIBILITIES:

1. To lubricate, oil, maintain, operate, adjust, and inspect the equipment, all in accordance with manufacturer's specifications, charts and to request 365 Equipment & Supply to make any repairs revealed by such inspection.
2. To make the equipment available for repairing during normal working hours without delays to a service technician.
3. To furnish all hoisting and other items required to perform repairs.
4. To furnish such union or other labor as may be required to effect repairs if a service technician is prevented from performing repairs because of Project site labor practices.
5. To furnish labor assistance to a service technician if any repair requires more than one man.

Hoist repair agreement prices are priced by the individual Project due to many variables.

Operator

Rental rates do not include the cost of operator. Contact 365 Equipment & Supply for additional information.

“Normal wear and tear”

“Normal wear and tear” is expected to result from the use of the equipment under normal circumstances, provided the equipment is properly maintained and serviced.

Fuel and Lubricants

The Project is responsible for costs of fuels and lubricants as well as for preventive maintenance work such as greasing and oil changes while renting the equipment.



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Cat/Class	Description	Day	Week	Month
270-1006	FIRE EXTINGUISHER BOXES	\$2.75	\$13.75	\$55.00
270-1281	FALL PROTECTION BAG #1	\$91.60	\$458.00	\$1,832.00
270-1282	FALL PROTECTION BAG #2	\$19.15	\$95.75	\$383.00
270-1283	FALL PROTECTION BAG #3	\$27.35	\$136.75	\$547.00
270-1285	FALL PROTECTION BAG #4	\$41.00	\$205.00	\$820.00
270-1286	FALL PROTECTION BAG #5	\$88.85	\$444.25	\$1,777.00
270-1287	FALL PROTECTION BAG #6	\$70.40	\$352.00	\$1,408.00
270-1288	FALL PROTECTION WEIGHTED ROOF TOP ANC	\$12.65	\$63.25	\$253.00
270-1294	STOKES BASKET1500# CAP	\$6.70	\$33.50	\$134.00
270-1306	SILICA PROTECTIONSDS PLUS KIT	\$20.10	\$100.50	\$402.00
270-1307	SILICA PROTECTIONSDS MAX KIT	\$4.00	\$20.00	\$80.00
270-1308	SILICA PROTECTIONBREAKERS	\$4.00	\$20.00	\$80.00
270-1309	MAKINEX SPRAYER	\$13.40	\$67.00	\$268.00
270-1284	FALL KIT:LEADING EDGE	\$91.65	\$458.25	\$1,833.00
270-1007	DURABLE FIRE EXT STAND (METAL)	\$3.50	\$17.50	\$70.00
610-1650	90# THANDLE PNEUMATIC HAMMER	\$22.00	\$110.00	\$440.00
620-1028	CORDLESS 3/8" DRILL DRIVER	\$8.70	\$43.50	\$174.00
620-1032	CORLDESS 1/2" IMPACT WRENCH	\$13.30	\$66.50	\$266.00
620-1036	ELECTRIC 1/2" IMPACT WRENCH	\$9.90	\$49.50	\$198.00
620-1037	3/4" ELECTRIC IMPACT WRENCH	\$26.10	\$130.50	\$522.00
620-1040	ELECTRIC SDS MAX DEMO HAMMER	\$37.15	\$185.75	\$743.00
620-1041	30#65# ELECTRIC BREAKER	\$35.30	\$176.50	\$706.00
620-1038	DIGITAL TORQUE WRENCH, BATT	\$196.90	\$984.50	\$3,938.00
620-1048	1/4" IMPACT DRIVER	\$9.50	\$47.50	\$190.00
620-1049	CORDLESS 1/2" DRILL	\$9.50	\$47.50	\$190.00
620-1051	ELECTRIC 1/2" DRILL	\$7.45	\$37.25	\$149.00
620-1052	ELECTRIC 1/2" MIXING DRILL	\$9.90	\$49.50	\$198.00
620-1053	CORDLESS 1/2" MIXING DRILL	\$9.30	\$46.50	\$186.00
620-1093	RECIPROCATING SAW	\$11.43	\$57.15	\$228.60
620-1094	CORDLESS RECIPROCATING SAW	\$8.20	\$41.00	\$164.00
620-1110	ELECTRIC SANDERS	\$9.30	\$46.50	\$186.00
620-1500	ELECTRIC JIG SAW	\$6.00	\$30.00	\$120.00
620-1502	CORDLESS JIG SAW	\$6.15	\$30.75	\$123.00
620-1530	ELECTRIC 1/2" HAMMER DRILL	\$22.00	\$110.00	\$440.00
620-1531	ELECTRIC SDS PLUS HAMMER DRILL	\$12.70	\$63.50	\$254.00
620-1533	CORDLESS SDS PLUS HAMMER DRILL W/ VAC	\$21.70	\$108.50	\$434.00
620-1590	METAL SHEAR 16GA18GA	\$14.45	\$72.25	\$289.00



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Cat/Class	Description	Day	Week	Month
620-1700	ELECTRIC WOOD ROUTER	\$12.40	\$62.00	\$248.00
620-1702	LAMINATE ROUTER	\$12.40	\$62.00	\$248.00
620-1703	CORDLESS DRYWALL ROUTER	\$12.40	\$62.00	\$248.00
620-1730	ELECTRIC 7 1/4" CIRCULAR SAW	\$6.80	\$34.00	\$136.00
620-1731	CORDLESS 7 1/4" CIRCULAR SAW	\$13.95	\$69.75	\$279.00
620-1924	CORDLESS DRYWALL SCREWGUN	\$6.80	\$34.00	\$136.00
620-1928	CEILING GRINDER	\$25.60	\$128.00	\$512.00
620-1930	ELECTRIC 4 1/2" 9" GRINDER	\$7.45	\$37.25	\$149.00
620-1931	ELECTRIC DUSTLESS 5" CONCRETE GRINDER	\$69.75	\$348.75	\$1,395.00
620-1932	ELECTRIC REBAR CUTTER 13/8"	\$23.25	\$116.25	\$465.00
620-1933	ELECTRIC 3/4" HYDRO REBAR CUTTER	\$41.80	\$209.00	\$836.00
620-1934	METABO FILLET WELD GRINDER	\$69.75	\$348.75	\$1,395.00
620-1935	PORTAPOWVER HYDRO RAM SET	\$33.55	\$167.75	\$671.00
620-1063	SLURRY VACUUM ELECTRIC	\$98.30	\$491.50	\$1,966.00
620-1056	CORDLESS RIGHT ANGLE DRILL	\$9.30	\$46.50	\$186.00
620-1042	CORDLESS SDS MAX HAMMER DRILL	\$30.95	\$154.75	\$619.00
620-1035	CORDLESS DUAL DRIVE IMPACT	\$13.30	\$66.50	\$266.00
620-1029	EXTRA 60V(2)BATT & CHARGER(1)	\$6.20	\$31.00	\$124.00
620-1043	CORDLESS 60# BREAKER	\$49.55	\$247.75	\$991.00
620-1057	THREADED MIXING DRILL,ELECTRIC	\$23.55	\$117.75	\$471.00
620-1064	VAC:290 CFM	\$63.20	\$316.00	\$1,264.00
620-1039	HIGH TORQUE IMPACT WRENCH,BATT	\$29.25	\$146.25	\$585.00
620-1046	1"DR HIGH TORQUE IMPACT,18V	\$37.15	\$185.75	\$743.00
620-1047	12V 3/8DR RATCHET	\$9.50	\$47.50	\$190.00
620-1045	3/8"DR IMPACT,M18	\$9.50	\$47.50	\$190.00
620-1027	M12 FUEL 1/2" DIGITAL TORQUE WRENCH W/ O	\$21.05	\$105.25	\$421.00
621-1930	CORDLESS 4 1/2" GRINDER	\$7.45	\$37.25	\$149.00
621-1036	IMPACT,1/2"DR,CORDLESS	\$10.55	\$52.75	\$211.00
630-877	DIESEL PLATE COMPACTOR	\$124.45	\$622.25	\$2,489.00
630-1063	CARPET FAN	\$12.60	\$63.00	\$252.00
630-1165	GAS 1/2 CU YD CONCRETE BUGGY	\$91.65	\$458.25	\$1,833.00
630-1166	GAS DOUBLE HANDLE VIBRA STRIKE MOTOR	\$44.60	\$223.00	\$892.00
630-1184	GAS 6" DUSTLESS SOFF CUT SAW	\$37.15	\$185.75	\$743.00
630-1230	NARROW GEORGIA BUGGY	\$18.55	\$92.75	\$371.00
630-1475	CORDLESS PINT CAULK GUN	\$12.45	\$62.25	\$249.00
630-1476	CORDLESS QUART CAULK GUN	\$12.45	\$62.25	\$249.00
630-1481	GAS BACK PACK VIBRATOR W/ 2"X7' WHIP	\$44.80	\$224.00	\$896.00



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Cat/Class	Description	Day	Week	Month
630-1483	2 WHEEL CUTTING CART FOR 14" SAW	\$34.90	\$174.50	\$698.00
630-1484	ELECTRIC COLUMN VIBRATOR 18'24'	\$51.40	\$257.00	\$1,028.00
630-1485	ELECTRIC WACKER VIBRATOR	\$44.80	\$224.00	\$896.00
630-1486	MIXED GAS 14" CUTOFF SAW	\$46.80	\$234.00	\$936.00
630-1490	GAS 3' WALK BEHIND TROWEL	\$56.00	\$280.00	\$1,120.00
630-1491	GAS 6' RIDE ON TROWEL	\$154.00	\$770.00	\$3,080.00
630-1660	2 YARD CONCRETE BUCKET W/ SIDE CHUTE	\$79.40	\$397.00	\$1,588.00
630-1661	3 YARD LOW PROFILE CONCRETE BUCKET W/ SI	\$93.40	\$467.00	\$1,868.00
630-1488	CUTOFF SAW:ELECTRIC	\$45.80	\$229.00	\$916.00
630-1489	BATTERY OPERATED EPOXY GUN	\$34.20	\$171.00	\$684.00
630-1845	4'X8' TRAILER FOR OFF ROAD UTV USE	\$37.55	\$187.75	\$751.00
630-1877	4000LB SKIP PAN 96"L X 48"W X 24"H	\$93.40	\$467.00	\$1,868.00
630-1879	8000LB SKIP PAN 60"W X 120"L X 48"H	\$84.00	\$420.00	\$1,680.00
630-1880	GAS PLATE COMPACTOR	\$51.40	\$257.00	\$1,028.00
630-1899	MIXED GAS BACK PACK BLOWER	\$27.20	\$136.00	\$544.00
630-1904	MIXED GAS HANDHELD BLOWER	\$27.20	\$136.00	\$544.00
630-1917	ELECTRIC CORE DRILL WITH MOUNT	\$50.45	\$252.25	\$1,009.00
630-1987	CORDLESS CONCRETE VIBRATOR 18V	\$29.75	\$148.75	\$595.00
630-1900	CONCRETE PROCESSOR FOR EXCAVATOR	\$547.50	\$2,737.50	\$10,950.00
630-1662	BUCKET W/ DEMO STICK 15'	\$25.30	\$126.50	\$506.00
630-1187	7" ELECTRIC CONCRETE FLOOR SAW	\$50.45	\$252.25	\$1,009.00
630-1506	CORDLESS 9" CUT OFF SAW	\$24.15	\$120.75	\$483.00
630-1898	CORDLESS HAND HELD BLOWER	\$27.20	\$136.00	\$544.00
630-1901	SKELETON BUCKET FOR 323F EXCAVATOR	\$70.59	\$352.94	\$1,411.76
630-1844	CORDLESS 18" CHAIN SAW	\$48.60	\$243.00	\$972.00
630-1487	CORDLESS 14IN CUTOFF SAW	\$30.35	\$151.75	\$607.00
630-1503	INSPECTION CAMERA	\$12.65	\$63.25	\$253.00
630-1482	VIBRATOR, CONCRETE, MX	\$50.60	\$253.00	\$1,012.00
630-1480	12" CUTOFF SAW, DUSTLESS	\$30.30	\$151.50	\$606.00
630-1915	MAG DRILL: M18 UPTO 1 1/2"	\$39.95	\$199.75	\$799.00
631-1491	3' RIDE ON TROWEL [NDA]	\$104.20	\$521.00	\$2,084.00
640-1014	REPEATER FOR TWO WAY RADIOS	\$26.35	\$131.75	\$527.00
640-1660	CONCRETE BUCKET: 2YD NON DEPRECIATION	\$57.00	\$285.00	\$1,140.00
645-1608	PORTABLE RESTROOM TRAILER	\$62.90	\$314.50	\$1,258.00
645-1610	RESTROOM TRAILER	\$10.75	\$53.75	\$215.00
645-1766	FLAT TRAILER	\$34.35	\$171.75	\$687.00
645-1767	ENCLOSED 18' TRAILER	\$36.50	\$182.50	\$730.00



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EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Cat/Class	Description	Day	Week	Month
645-2610	20' STORAGE TRAILER	\$9.70	\$48.50	\$194.00
645-2766	WRAPPED 53' ENCLOSED TRAILER	\$18.80	\$94.00	\$376.00
645-2767	28' ENCLOSED TRAILER	\$27.95	\$139.75	\$559.00
645-842	OFFICE TRAILER 60' NET ZERO	\$126.35	\$631.75	\$2,527.00
645-1613	OFFICE TRAILER DOUBLE WIDE	\$126.35	\$631.75	\$2,527.00
650-1440	COMPRESSOR AIR 2 HOSES	\$50.75	\$253.75	\$1,015.00
652-1134	STATIC PLATFORM	\$39.30	\$196.50	\$786.00
652-1341	RP25 ROLLING PLATFORM	\$70.75	\$353.75	\$1,415.00
652-1342	RP29 ROLLING PLATFORM	\$79.60	\$398.00	\$1,592.00
652-1343	RP33 ROLLING PLATFORM	\$88.45	\$442.25	\$1,769.00
652-1997	7000LB PERSONNEL HOIST	\$252.65	\$1,263.25	\$5,053.00
652-1998	8000LB PERSONNEL HOIST	\$252.65	\$1,263.25	\$5,053.00
652-1344	ROLLING PLATFORM 29'	\$79.60	\$398.00	\$1,592.00
653-1131	TOWER CRANE	\$1,389.50	\$6,947.50	\$27,790.00
653-1147	TORQUE WRENCH HYDRAULIC & CORDLESS	\$478.40	\$2,392.00	\$9,568.00
653-1390	65 TON ROUGH TERRAIN CRANE	\$368.45	\$1,842.25	\$7,369.00
653-1132	LUFFER CRANE	\$2,400.00	\$12,000.00	\$48,000.00
654-1013	WIRED INTERCOM SSTEM W/ 8 SPEAKERS	\$59.60	\$298.00	\$1,192.00
654-1015	MCKEE CRANE TO CRANE COM	\$59.60	\$298.00	\$1,192.00
654-1021	UHF HANDHELD RADIO	\$4.10	\$20.50	\$82.00
654-1025	HAND SET FOR HOIST COMM.	\$1.35	\$6.75	\$27.00
654-1027	HEADSET WITH BOOM MIC FOR USE W/ RADIOS	\$7.15	\$35.75	\$143.00
654-1131	75 TON TRACK CRAWLER CRANE	\$947.40	\$4,737.00	\$18,948.00
654-1014	MCKEE CRANE COM	\$70.10	\$350.50	\$1,402.00
654-1020	RADIO:6 BAY CHARGER	\$23.55	\$117.75	\$471.00
656-1723	HEAVY DUTY BOBCAT SWEEPER 72"	\$118.90	\$594.50	\$2,378.00
656-1753	HAMMER:1000# FOR EXC	\$221.05	\$1,105.25	\$4,421.00
656-1724	84" SNOW SWEEPER FOR SKID STEER	\$53.25	\$266.25	\$1,065.00
656-1746	SMOOTH BUCKET FOR SKID STEER	\$35.00	\$175.00	\$700.00
656-1748	TOOTH BUCKET FOR SKID STEER	\$35.00	\$175.00	\$700.00
656-1754	750# HYDRAULIC HAMMER FOR SKID STEER	\$182.65	\$913.25	\$3,653.00
656-1755	WEDGE/SLAB BUCKET:FOR SKID STEER	\$61.95	\$309.75	\$1,239.00
656-1758	HD FORKS FOR SKID STEER	\$22.30	\$111.50	\$446.00
656-1768	S740 SKID STEER (T4F) 8,800LB	\$242.80	\$1,214.00	\$4,856.00
656-1772	323F EXCAVATOR (T4F) 56,200LB	\$394.75	\$1,973.75	\$7,895.00
656-772	323F EXCAVATOR W/ 48"1.80YD TOOTH BUCKET	\$455.65	\$2,278.25	\$9,113.00
656-1759	74" GRAPPLE BUCKET W/ WELDED PLATES	\$88.50	\$442.50	\$1,770.00



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EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Cat/Class	Description	Day	Week	Month
656-1756	HAMMER: H120 FOR 323F EXCAVATOR	\$310.95	\$1,554.75	\$6,219.00
656-1760	HITCH ATTACHMENT,SKID STEER	\$15.50	\$77.50	\$310.00
656-1773	PILE DRIVER,REMOTE	\$1,089.50	\$5,447.50	\$21,790.00
656-1774	E85 MINI EXCAVATOR 16000LB [ND]	\$367.60	\$1,838.00	\$7,352.00
656-1752	HAMMER,MINI EXC 1000#	\$221.05	\$1,105.25	\$4,421.00
657-1759	GRAPPLE BUCKET[DEPT]	\$79.00	\$395.00	\$1,580.00
660-1078	ELECTRIC 12" COMP SLIDE MITER SAW	\$25.10	\$125.50	\$502.00
660-1090	ELECTRIC BAND SAW	\$19.85	\$99.25	\$397.00
660-1093	DX5 / DX460 POWDER ACTUATED TOOL	\$24.80	\$124.00	\$496.00
660-1094	DX2 / DX36 POWDER ACTUATED TOOL	\$24.80	\$124.00	\$496.00
660-1095	DX351CT HILTI POWDER ACTUATED TOOL	\$49.55	\$247.75	\$991.00
660-1096	EXT.POLE KIT FOR HILTI POWDER ACT. TOOLS	\$27.80	\$139.00	\$556.00
660-1706	16GA CORDLESS TRIM NAIL GUN	\$20.80	\$104.00	\$416.00
660-1707	18GA CORDLESS TRIM NAIL GUN	\$20.80	\$104.00	\$416.00
660-1178	CORDLESS 12" COMP SLIDER MITER SAW	\$34.70	\$173.50	\$694.00
660-1220	10" TABLE SAW	\$27.90	\$139.50	\$558.00
660-1710	TRACK GUN, HILTI, CORDLESS (NO GAS)	\$34.20	\$171.00	\$684.00
660-1711	PNEUMATIC NAILER	\$19.10	\$95.50	\$382.00
660-1705	SMALL AIR COMPRESSOR FOR NAIL GUNS	\$25.10	\$125.50	\$502.00
660-1708	PASLODE FRAME/TRIM (16&18GA) NAIL GUNS	\$20.80	\$104.00	\$416.00
660-1709	TRACK GUN, GAS, RAMSET	\$29.05	\$145.25	\$581.00
660-1712	PNEUMATIC .23GA TRIM NAIL GUN	\$18.60	\$93.00	\$372.00
660-1713	PNEUMATIC 18GA TRIM NAIL GUN	\$13.30	\$66.50	\$266.00
660-1714	PNEUMATIC 1/2" CROWN STAPLE GUN	\$13.30	\$66.50	\$266.00
660-1716	ELECTRIC 1/2" DUO FAST STAPLE GUN	\$20.80	\$104.00	\$416.00
660-1820	ELECTRIC PLANER, HAND HELD 31/4" WIDE	\$10.40	\$52.00	\$208.00
660-1717	CORDLESS FRAME NAIL GUN	\$18.60	\$93.00	\$372.00
660-1719	CORDLESS .23GA TRIM NAIL GUN	\$18.60	\$93.00	\$372.00
660-1704	AIR COMPRESSOR:ELEC 20GAL	\$51.75	\$258.75	\$1,035.00
660-1720	36V DUPLEX NAIL GUN	\$24.45	\$122.25	\$489.00
670-1680	ELECTRIC 2" SUBMERSIBLE PUMP	\$37.80	\$189.00	\$756.00
671-1680	PUMP:2",QC,ELEC,SUBMERSIBLE	\$37.80	\$189.00	\$756.00
680-1945	WELDER 200 AMP PORTABLE GAS	\$40.15	\$200.75	\$803.00
682-1102	LAG SCREW POLE TOOL (NO DRILL)	\$26.35	\$131.75	\$527.00
682-1428	350/550 POLE SHORES	\$2.00	\$10.00	\$40.00
682-1736	4'6' FOLDING STEEL SCAFFOLD	\$11.15	\$55.75	\$223.00
682-1739	CONNECTING PLATE KIT FOR SCAFFOLD	\$6.20	\$31.00	\$124.00



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Cat/Class	Description	Day	Week	Month
682-1740	6' SCAFFOLD W/ SAFETY RAILS	\$10.55	\$52.75	\$211.00
682-1959	5' STEP LADDER	\$6.80	\$34.00	\$136.00
682-1961	4' STEP LADDER	\$6.80	\$34.00	\$136.00
682-1962	6' STEP LADDER	\$6.80	\$34.00	\$136.00
682-1964	8' STEP LADDER	\$6.80	\$34.00	\$136.00
682-1965	10' STEP LADDER	\$6.80	\$34.00	\$136.00
682-1966	12' STEP LADDER	\$9.30	\$46.50	\$186.00
682-1967	16' EXTENSION LADDER	\$12.40	\$62.00	\$248.00
682-1968	20' EXTENSION LADDER	\$12.40	\$62.00	\$248.00
682-1969	24' EXTENSION LADDER	\$15.50	\$77.50	\$310.00
682-1970	28' EXTENSION LADDER	\$15.50	\$77.50	\$310.00
682-1971	32' EXTENSION LADDER	\$13.95	\$69.75	\$279.00
682-1972	40' EXTENSION LADDER	\$20.75	\$103.75	\$415.00
682-1974	36' EXTENSION LADDER	\$15.50	\$77.50	\$310.00
682-1975	8' PLATFORM LADDER	\$15.50	\$77.50	\$310.00
682-1976	10' PLATFORM LADDER	\$17.75	\$88.75	\$355.00
682-1977	6' PLATFORM LADDER	\$13.65	\$68.25	\$273.00
682-1978	4' PLATFORM LADDER	\$15.50	\$77.50	\$310.00
682-1981	2' PLATFORM LADDER	\$10.30	\$51.50	\$206.00
682-958	LADDER KING KOMBO 6' (3IN1)	\$9.30	\$46.50	\$186.00
682-1982	20' STRAIGHT LADDER	\$11.45	\$57.25	\$229.00
682-1983	LADDER:11FT MULTIPURPOSE	\$20.75	\$103.75	\$415.00
682-1984	PLATFORM LADDER:12'[14FT OVERALL HT]	\$15.80	\$79.00	\$316.00
683-1050	WIRE WOLF CEILING WIRE CUTTER	\$49.80	\$249.00	\$996.00
683-1064	ELECTRIC DUSTLESS DRYWALL SANDER	\$33.75	\$168.75	\$675.00
683-1460	ELECTRIC5.5" PLASTER GROOVER GRINDER	\$47.90	\$239.50	\$958.00
683-1487	ELECTRIC 12"14" METAL SAW	\$31.55	\$157.75	\$631.00
683-1631	TAPING TOOLS PUMP	\$3.00	\$15.00	\$60.00
683-1633	TAPING TOOLS54" BOX HANDLE	\$2.50	\$12.50	\$50.00
683-1634	TAPING TOOLS CORNER HEAD HANDLE	\$2.50	\$12.50	\$50.00
683-1635	TAPING TOOLS12" BOX	\$3.65	\$18.25	\$73.00
683-1636	TAPING TOOLS10" BOX	\$3.60	\$18.00	\$72.00
683-1637	TAPING TOOL 7" ANGLE BOX W/HANDLE	\$3.65	\$18.25	\$73.00
683-1638	TAPING TOOLS2" ANGLE HEAD	\$2.90	\$14.50	\$58.00
683-1639	TAPING TOOLS3" ANGLE HEAD	\$3.05	\$15.25	\$61.00
683-1640	TAPETOOL INSIDE CORNER ROLLER	\$2.60	\$13.00	\$52.00
683-1641	DRYWALL TRACK BENDER	\$170.90	\$854.50	\$3,418.00



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EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Cat/Class	Description	Day	Week	Month
683-1642	TAPING TOOLS42" BOX HANDLE	\$2.50	\$12.50	\$50.00
683-1643	BEAD CORNER ROLLER	\$4.35	\$21.75	\$87.00
683-1644	CORNER BEAD HOPPER	\$4.35	\$21.75	\$87.00
683-1682	TAPING TOOLS BAZOOKA	\$8.00	\$40.00	\$160.00
683-1895	DRYWALL CART	\$18.90	\$94.50	\$378.00
684-1134	SCISSOR LIFT:3219 ANSI CLASS	\$36.85	\$184.25	\$737.00
684-1136	XSTEP FOR SJ3219 ANSI MODEL	\$10.80	\$54.00	\$216.00
684-1137	BOARD CARRIER FOR SJ3219 ANSI MODEL	\$7.90	\$39.50	\$158.00
690-1007	8" GLASS SUCTION CUP	\$10.85	\$54.25	\$217.00
690-1008	4000# ADJUSTABLE SPREADER BEAM	\$47.05	\$235.25	\$941.00
690-1066	1 TON CHAIN LEVER HOIST	\$23.55	\$117.75	\$471.00
690-1067	1 2 TON CHAIN FALL	\$14.40	\$72.00	\$288.00
690-1068	1 TON CABLE COMEALONG	\$14.40	\$72.00	\$288.00
690-1069	1 1/2 TON CHAIN LEVER HOIST	\$23.55	\$117.75	\$471.00
690-1070	2 TON CHAIN LEVER HOIST	\$17.55	\$87.75	\$351.00
690-1071	3 1/2 TON CHAIN LEVER HOIST	\$23.55	\$117.75	\$471.00
690-1092	CORDLESS BAND SAW	\$16.10	\$80.50	\$322.00
690-1094	BAND IRON CART	\$11.80	\$59.00	\$236.00
690-1123	FLOOR SCRAPER SDS MAX SCALING ATTACH. (\$13.70	\$68.50	\$274.00
690-1250	PALLET JACK #5500	\$24.60	\$123.00	\$492.00
690-1300	CHROME CEREMONY SHOVELS	\$5.50	\$27.50	\$110.00
690-1302	FORKLIFT ADAPTER 36" W/SWIVEL	\$17.05	\$85.25	\$341.00
690-1337	5 LINE SELF LEVELING GREEN BEAM LASER	\$30.95	\$154.75	\$619.00
690-1338	LARGE DATA VAULT GANG BOX	\$55.10	\$275.50	\$1,102.00
690-1339	FARO FOCUS 3D LASER 3DX330	\$1,340.25	\$6,701.25	\$26,805.00
690-1341	SMALL DATA VAULT GANG BOX	\$27.90	\$139.50	\$558.00
690-1514	TRAFFIC BARREL W/RUBBER BASE	\$5.75	\$28.75	\$115.00
690-1518	CORDLESS LED JOBSITE WORKLIGHT	\$21.60	\$108.00	\$432.00
690-1520	TRAFFIC BARRICADE W/ FLASHING LIGHT	\$4.65	\$23.25	\$93.00
690-1527	FENCE PANELS W/FEET	\$2.80	\$14.00	\$56.00
690-1528	EDGE GUARD 4' DOORS	\$17.40	\$87.00	\$348.00
690-1529	EDGE GUARD 4' PANEL	\$9.50	\$47.50	\$190.00
690-1534	EDGE GUARD 2' PANEL	\$6.35	\$31.75	\$127.00
690-1622	POWER BREEZER	\$60.40	\$302.00	\$1,208.00
690-1653	PNEUMATIC 60# AIR HAMMER, THANDLE	\$19.95	\$99.75	\$399.00
690-1674	12 CYLINDER PROPANE STORAGE CAGE	\$34.20	\$171.00	\$684.00
690-1675	ELECTRIC HEAT GUN	\$8.15	\$40.75	\$163.00



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EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Cat/Class	Description	Day	Week	Month
690-1689	WALK BEHIND FLOOR SCRUBBER DC / ELECTRIC	\$96.65	\$483.25	\$1,933.00
690-1859	4000LB PANEL CART	\$19.55	\$97.75	\$391.00
690-1860	FURNITURE DOLLY	\$16.30	\$81.50	\$326.00
690-1861	UTV:ENCLOSED W/HEAT PKG	\$150.00	\$450.00	\$1,000.00
690-1903	DOORMINATOR DOOR HANDLER	\$29.15	\$145.75	\$583.00
690-1878	"THE MULE": LUMBER CART	\$15.50	\$77.50	\$310.00
690-1894	2 WHEEL DOLLY CART	\$11.80	\$59.00	\$236.00
690-1896	4 WHEEL FLAT CART	\$23.85	\$119.25	\$477.00
690-1897	2000LB PANEL CART	\$9.95	\$49.75	\$199.00
690-1912	8' FOLDING TABLE (96"X30"X29")	\$11.40	\$57.00	\$228.00
690-1913	METAL & PADDED FOLDING CHAIR	\$1.55	\$7.75	\$31.00
690-1914	6' FOLDING TABLE (72"X30"X29")	\$10.15	\$50.75	\$203.00
690-1919	DOUBLE DOOR GANG BOX 603/4"L X 301/4"W	\$10.85	\$54.25	\$217.00
690-1989	55GAL OVERHEAD DRUM LIFTER	\$6.85	\$34.25	\$137.00
690-1991	CHEST STYLE GANG BOX 60"L X 24"W X 273	\$7.15	\$35.75	\$143.00
690-1864	PANEL CART 1,000#	\$19.50	\$97.50	\$390.00
690-1134	TILE STRIPPER:RIDE ON NARROW BATTERY	\$980.00	\$2,940.00	\$6,860.00
690-1916	WELDED SECURITY CART48X24X58"	\$13.00	\$65.02	\$260.00
690-1251	PALLETJACK:PNEUMATIC 2000#	\$24.58	\$122.89	\$492.00
691-1441	TOW BEHIND LIGHT TOWER 4 LIGHTS @ 1000W	\$91.00	\$364.00	\$910.00
691-1470	GAS 5.6KW PORTABLE GENERATOR	\$40.86	\$204.32	\$818.00
691-1472	3KW GENERATOR, GAS	\$41.20	\$206.00	\$824.00
691-1582	ELECTRIC 5118 BTU ELECTRIC HEATER W/ FOR	\$6.19	\$30.95	\$124.00
691-1781	GAS 3300 3500PSI PRESSURE WASHER	\$59.21	\$296.05	\$1,184.21
691-585	HEATERELECTRIC 240V/1PHASE	\$49.54	\$247.68	\$990.72
691-781	PRESSURE WASHER GAS 3000 PSI	\$95.36	\$476.78	\$1,907.12
691-1878	MULE CONCRETE CART [NON DEPT]	\$13.47	\$67.37	\$269.47
691-1473	2KW GENERATOR,GAS	\$29.72	\$148.61	\$594.43
691-1518	MILWAUKEE MX LIGHT TOWER	\$36.15	\$180.75	\$723.00
691-1250	PALLET JACK 6FT	\$24.60	\$123.00	\$492.00
692-1003	NEGATIVE AIR MACHINE H2KM CFM:2000 ON H	\$54.50	\$272.50	\$1,090.00
692-1010	DEHUMIDIFIER 16GAL/DAY W/ SELF PURGING	\$56.85	\$284.25	\$1,137.00
692-1060	HILTI VAC FOR DRYWALL SANDER	\$42.50	\$212.50	\$850.00
692-1022	42" AIR CIRCULATOR FAN	\$24.35	\$121.75	\$487.00
692-1033	MAKINEX CART W/ 35# ELEC BREAKER	\$112.15	\$560.75	\$2,243.00
692-1047	PERIMETER LIMITER FALL PROTECTION, 2 TIE	\$239.25	\$1,196.25	\$4,785.00
692-1061	VACUUM 55 GAL FOR WATER W/ WAND	\$68.70	\$343.50	\$1,374.00



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EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Cat/Class	Description	Day	Week	Month
692-1062	DRY/WET VAC W/ HEPA FILTER	\$42.50	\$212.50	\$850.00
692-1295	PERIMETER LIMITER RAPTOR FALL PROTECTIO	\$239.25	\$1,196.25	\$4,785.00
692-1523	JERSEY WALL / CONCRETE BARRIER	\$3.05	\$15.25	\$61.00
692-1524	JERSEY WALL BARRIER CLAMP	\$75.20	\$376.00	\$1,504.00
692-1000	DUMPER HOPPER 1 YARD	\$42.15	\$210.75	\$843.00
692-1670	TORCH VICTOR STYLE KIT (NOCART OR GAS)	\$28.45	\$142.25	\$569.00
692-1672	TORCH CART W/ 3 HR FIRE RATED WALL	\$24.50	\$122.50	\$490.00
692-1885	RUBBERMAID TILT TRUCK, 1CU YD 1200 LB C	\$27.80	\$139.00	\$556.00
692-1890	RUBBERMAID TILT TRUCK 1/2 CU YD 850LB C	\$15.20	\$76.00	\$304.00
692-1911	MAGNETIC SWEEPER BAR	\$2.55	\$12.75	\$51.00
692-2000	HOPPER 1 YARD SELF DUMPING	\$77.45	\$387.25	\$1,549.00
692-1634	DUMPER HOPPER:11/2 CU/YD W/CASTERS	\$63.20	\$316.00	\$1,264.00
692-1470	GENERATOR:6.5KW ELEC START	\$40.90	\$204.50	\$818.00
692-1065	VAC:SILICA,HILTI,FOR CUTOFF SAW	\$42.50	\$212.50	\$850.00
693-1003	NEGATIVE AIR MACHINE PRED 750 CFM:750 H	\$52.05	\$260.25	\$1,041.00
695-1365	FARO LASER	\$273.70	\$1,368.50	\$5,474.00
695-1299	TRIPOD LEGS FOR SITE LEVEL & LASER	\$1.90	\$9.50	\$38.00
695-1328	HILTI GREEN BEAM ROTARY LASER	\$49.55	\$247.75	\$991.00

Exhibit 7.2.1

Pepper Construction Company
 Comprehensive Project Billing Rates
 Effective June 1, 2023
 Inclusive of payroll taxes, insurance and overhead

Rates updated to correspond with Union increases, typically each June 1st

	Union	Union	Trade	Regular	Overtime	Doubletime
Carpenters-Cook, Lake, DuPage						
Journeyman Scale	20	2030		142.39	182.85	223.32
Journeyman	20	2031		144.66	186.26	227.86
Journeyman	20	2032		154.49	201.00	247.52
Journeyman	20	2033		143.90	185.12	226.35
Journeyman	20	2034		145.41	187.39	229.37
Journeyman	20	2035		146.92	189.66	232.40
Foreman Scale	20	2020		145.41	187.39	229.37
Foreman Scale Directing 5 or more	20	2013		146.17	188.53	230.88
Foreman	20	2014		156.76	204.41	252.06
Foreman	20	2015		146.92	189.66	232.40
Foreman	20	2017		152.97	198.73	244.50
Foreman	20	2011		147.68	190.79	233.91
Foreman	20	2009		148.44	191.93	235.42
Foreman	20	2016		149.19	193.06	236.93
Foreman	20	2023		149.95	194.20	238.45
Foreman	20	2024		151.46	196.47	241.47
Foreman	20	2012		160.54	210.08	259.62
Foreman	20	2043		158.27	206.68	255.08
Superintendent	20	2028		159.78	208.94	258.11
Superintendent	20	2025		152.44	197.94	243.44
Superintendent	20	2026		153.96	200.21	246.46
Superintendent	20	2027		150.87	195.58	240.29
Superintendent	20	2029		191.16	256.02	320.88
Superintendent	20	2042		181.71	241.84	301.97
Apprentices:						
1st Year	20	2051		93.82	110.00	126.19
2nd Year	20	2052		101.93	122.16	142.40
3rd Year	20	2053		114.06	140.36	166.66
4th Year	20	2054		126.20	158.58	190.95
Carpenters-Will						
Journeyman Scale	21	2130		146.50	186.97	227.43
Foreman	21	2138		150.28	192.64	235.00
Foreman	21	2140		151.04	193.77	236.51
Apprentices:						
Apprentice 1	21	2131		97.93	114.12	130.30
Apprentice 2	21	2132		106.04	126.28	146.52
Apprentice 3	21	2133		118.17	144.47	170.78
Apprentice 4	21	2134		130.32	162.69	195.07
Carpenters-Kane,Kendall,McHenry						
Journeyman Scale	22	2230		142.37	182.84	223.31
Foreman Scale Dir 5 or more	22	2214		146.15	188.51	230.87
Foreman	22	2215		147.67	190.78	233.89
Foreman	22	2216		149.18	193.05	236.92
Foreman	22	2213		146.91	189.64	232.38
Apprentices:						
Apprentice 1	22	2251		93.81	109.99	126.17
Apprentice 2	22	2252		101.91	122.15	142.39
Apprentice 3	22	2253		114.04	140.34	166.65
Apprentice 4	22	2254		126.19	158.56	190.94
Carpenters-Dekalb (6/1/2013)						
Journeyman	23	2330		93.14	121.08	149.01
Foreman	23			#N/A	#REF!	#REF!
Carpenters-Rockford						
Journeyman	23	2430		92.73	121.39	150.04

Exhibit 7.2.1

CARPENTERS - Local 174 Bureau, LaSalle, Marshall, Putnam and Stark Counties

Journeyman Scale	33	3330	109.54	137.09	164.64
Journeyman	33	3331	118.61	150.70	182.79
Foreman Scale	33	3332	115.04	145.34	175.65
Apprentice 1st Year (1st 6 Months) 45%	33	3340	56.69	69.08	81.48
Apprentice 1st Year (2nd 6 Months) 50%	33	3341	59.46	73.24	87.01
Apprentice 2nd Year (1st 6 Months) 60%	33	3342	64.96	81.49	98.03
Apprentice 2nd Year (2nd 6 Months) 70%	33	3343	70.47	89.75	109.04
Apprentice 3rd Year 80%	33	3344	85.05	107.09	129.12
Apprentice 4th Year 90%	33	3345	90.57	115.37	140.16

Cement Finishers-Cook

Journeyman Scale	50	5030	138.47	176.85	215.23
C.F. Foreman Scale	50	5020	141.49	181.39	221.28
C.F. Foreman	50	5021	143.01	183.66	224.30
C.F. Foreman	50	5022	144.52	185.92	227.33
Cement Mason Foreman	50	5023	143.76	184.79	225.82
Cement Mason Superintendent	50	5035	189.38	253.22	317.05
1st Year Apprentice	50	5032	115.45	142.32	169.19
Apprentices:					
2nd Year Apprentice	50	5033	123.12	153.82	184.53
3yr Apprentice	50	5040	130.79	165.34	199.88

Cement Finishers-Kane, Kendall, Dekalb, McHenry

Journeyman Scale	52	5230	138.36	176.71	215.05
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Cement Finishers-Will

Journeyman Scale	53	5330	138.58	173.55	208.53
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Cement Finishers-Lake

Journeyman Scale	54	5430	138.39	175.07	211.75
Foreman Scale	54	5431	141.42	179.61	217.80
Apprentice 1st Yr 1st Six months 50%	54	5432	51.80	55.02	73.36
Apprentice 2nd Yr	54	5434	123.72	153.07	182.41

Laborers-Cook,Lake,DuPage,Will

Journeyman	35	3530	126.19	163.17	200.15
Journeyman	35	3532	126.94	164.30	201.66
Journeyman	35	3531	127.70	165.44	203.17
Foreman	35	3520	127.32	164.87	202.42
Foreman	35	3522	127.70	165.44	203.17
Foreman	35	3521	128.46	166.57	204.69
Foreman	35	3515	128.08	166.00	203.93
Foreman	35	3524	128.83	167.14	205.44
Foreman	35	3516	129.21	167.71	206.20
Foreman	35	3527	129.97	168.84	207.71
Foreman	35	3517	129.59	168.27	206.96
Foreman	35	3518	131.10	170.54	209.98
Foreman	35	3519	130.73	169.97	209.22
Foreman	35	3525	131.48	171.11	210.74
Foreman	35	3523	132.24	172.24	212.25
Foreman	35	3528	133.75	174.51	215.27
Foreman	35	3529	138.29	181.32	224.35
Foreman	35	3526	134.13	175.08	216.03
Apprentices:	35				
1st year	35	3551	96.60	118.79	140.98
2nd year	35	3552	104.00	129.89	155.77
3rd year	35	3553	111.40	140.98	170.56
4th year	35	3554	118.79	152.07	185.36

Laborers -Rockford

Journeyman	36	3630	110.79	141.30	171.80
Journeyman paid at Chicago Scale	36	3631	123.74	160.72	197.70

Laborers-Fox Valley

Journeyman	37	3730	126.22	163.20	200.18
Conc. Labor Foreman	37	3731	128.87	167.17	205.47

Exhibit 7.2.1

Foreman	37	3719	130.76	170.01	209.25
Foreman	37	3720	127.35	164.90	202.45
Foreman 1	37	3721	128.11	166.03	203.96
Foreman 1	37	3722	134.16	175.11	216.06
Foreman 1	37	3723	132.27	172.27	212.28
Apprentice 60%	37	3751	96.63	118.82	141.01
Apprentice 70%	37	3752	104.03	129.92	155.80
Apprentice 80%	37	3753	111.43	141.01	170.59

LABORERS - LaSalle, Bureau, & Putnam Cnty #393

Journeyman	45	4530	101.67	128.83	155.98
Foreman	45	4520	104.70	133.36	162.03

LABORERS - local 751 Kankakee

Journeyman	46	4630	107.72	136.81	165.89
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Operating Engineers-Cook

Foreman	65	6514	166.34	212.17	258.00
Craft Foreman -SP	65	6515	170.88	218.98	267.08
Cert/No Oiler	65	6520	163.32	207.64	251.95
Class I	65	6521	160.29	203.10	245.90
Class II	65	6522	158.33	200.15	241.97
Class II Second Shift	65	6526	159.84	202.42	244.99
Class III	65	6523	154.47	194.36	234.26
Class III \$1 overscale	65	6525	155.98	196.63	237.28
Class III - 2nd Shift \$1.70 overscale	65	6527	157.04	198.22	239.40
Class III - 3rd Shift \$2.25 overscale	65	6528	157.87	199.47	241.06
Class IV	65	6524	151.82	190.39	228.96
Cert Friction Crane Op Mech and Welders	65	6536	164.83	209.90	254.98
Cert Friction Crane Op Mech and Welders plus tonnage	65	6537	166.65	212.63	258.61
Cert Friction Crane Op Mech 150th crane	65	6558	169.37	216.71	264.05
Cert/No Oiler (Boom 90' -150')	65	6530	164.45	209.34	254.22
Cert Friction Crane Op Mech (Boom .75'-150')	65	6557	168.08	214.78	261.48
Cert/With Oiler (Boom 90' -150')	65	6534	166.72	212.74	258.76
Cert/With Oiler (Boom 90' -150') + 160'-170'	65	6535	161.73	205.25	248.78
Cert/With Oiler (Boom up to 170')	65	6544	167.33	213.65	259.97
Cert/With Oiler (Boom 90' -150') + 160'+170'+180'	65	6539	167.63	214.10	260.57
Cert/With Oiler (Boom length up to 200')	65	6545	167.93	214.56	261.18
Cert/With Oiler (Boom length 200')	65	6543	168.24	215.01	261.78
Certified Crane Operator up to 260'	65	6546	159.46	201.85	244.24
100 Ton Crane split pay	65	6547	153.69	193.18	232.68
Cert Oper. 65tn crane	65	6531	165.06	210.25	255.43
Cert Oper. 80tn crane	65	6532	167.93	214.56	261.18
Certified Operator requiring oiler	65	6533	165.59	211.04	256.49
Oper - Appr 4Y2H	65	6538	152.20	190.96	229.72
Class IV, District 4	65	6540	146.00	181.66	217.32
Class III, District 4	65	6541	149.03	186.20	223.37
OE - FullJIB	65	6542	167.48	213.88	260.27
Excavation Manager	65	6550	166.34	212.17	258.00

Apprentices:

First Year	65	6553	114.31	135.87	157.42
Second Year	65	6554	125.13	152.09	179.05
First Half of Third Year	65	6555	136.85	167.93	199.01
Second Half of Thrid Year	65	6556	141.01	174.17	207.33
First Half of Fourth Year	65	6552	145.17	180.41	215.65
Second Half of Fourth Year	65	6551	150.92	189.03	227.15

Painters-Cook, Lake

Journeyman	61	6130	128.17	167.15	206.14
Foreman: 1 hour more pay per day than JR	61	6120	137.92	181.77	225.63
Sub Foreman: 1/2 hour more pay per day than JR	61	6121	133.04	174.46	215.88
Painter Foreman	61	6122	138.76	183.04	227.31

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Apprentices:

1st dy of employment to probation "Permit"	61	6140	81.39	96.98	112.58
A1 End of probation - 40	61	6141	89.19	108.69	128.18
A2 41-60 Days	61	6142	100.88	126.23	151.57
A3 61-80 Days	61	6143	104.79	132.08	159.37
A4 81-100 Days	61	6144	108.67	137.91	167.15
A5 101 - 120 Days	61	6145	112.58	143.76	174.95
A6 120 School Days to exp of contract	61	6146	120.38	155.47	190.56

Tapers-Cook, Lake

Journeyman	60	6030	127.82	166.81	205.79
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Exhibit 7.2.1

Foreman: 1 hour more pay per day than JR	60	6020	137.57	181.43	225.28
Apprentice	60	049-40	81.04	96.63	112.23
Apprentice 1	60	6041	88.84	108.34	127.84
Apprentice 2	60	049-42	96.63	120.02	143.42
Apprentice 3	60	049-43	104.44	131.73	159.02
Apprentice 4	60	049-44	112.23	143.42	174.60

Tapers-DuPage

Journeyman	62	6230	120.74	159.73	198.71
Painting Superintendent	62	6231	128.31	171.07	213.84
Painter Apprentice 3rd yr 70%	62	6242	83.44	110.73	138.02
Painter Appr 2nd half 3 yr 80%	62	6243	91.23	122.42	153.61

Technical Engineers-Cook

Layout Journeyman	66	6630	131.42	173.01	214.61
Tech Engineer Foreman	66	6620	132.93	175.28	217.63
Tech Engineer Foreman	66	6623	134.45	177.55	220.66
Tech Engineer Foreman "General Foreman"	66	6621	135.96	179.82	223.68
Tech Engineer	66	6622	138.98	184.36	229.73
Instrument Man	66	6632	119.47	155.09	190.71
Rodman	66	6631	104.42	132.52	160.61
Apprentices:					
1st Year Appr 1st Six Months	66	6650	72.22	88.03	103.83
1st Year Appr 2nd Six Months	66	6651	72.22	88.03	103.83
2nd Year Apprentice	66	6652	81.37	101.75	122.13
3rd Year Apprentice	66	6653	91.36	116.73	142.10
4th Year Apprentice	66	6654	109.79	140.57	171.35
5th Year Apprentice	66	6655	122.27	159.29	196.31

Auto Mechanics

Mechanic	55	5530	102.15	137.37	172.60
Mechanic Journeyman	55	5531	102.90	138.51	174.11
Foreman	55	5520	98.37	131.70	165.04

CARPENTERS -Indiana Local Zone 1A

Journeyman	28	28xx	115.51	147.64	179.78
Foreman	28	2820	121.94	157.28	192.63
Foreman	28	2821	136.71	179.45	222.19

Wages, salaries and all associated taxes, costs and benefits that are combined as a comprehensive unit of pay on the rate schedules constitute the primary data for accounting purposes.

Pepper Construction Company

Comprehensive Project Billing Rates

Effective January 1, 2023

Inclusive of payroll taxes, insurance and overhead

PROJECT MANAGEMENT PERSONNEL

Senior Project Executive	\$	228.00
Project Director	\$	177.00
Project Executive	\$	175.00
Senior Project Manager	\$	151.00
Project Manager II	\$	144.00
Project Manager I	\$	135.00
Project Engineer II	\$	104.00
Project Engineer I	\$	84.00

PROJECT STAFF PERSONNEL

General Supt./Sr. Supt.	\$	173.00
Superintendent	\$	151.00
Assistant Superintendent	\$	121.00
Safety Director	\$	149.00
Safety Manager	\$	109.00
Safety Engineer	\$	109.00
Site Safety Coordinator	\$	99.00
Project Accountant, Sr Prj Acct	\$	86.00
Project Coordinator	\$	61.00

These rates are in effect through December 31, 2023. Rates are revised on an annual basis.

FOR DISCUSSION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Agreement Between Lisle CUSD 202 and F&C Development, Inc. Concerning the "Family Square" Mixed-Use Redevelopment Project

BACKGROUND DATA: The Village of Lisle is unwilling to participate in the tri-party agreement with Lisle CUSD 202 and F&C Development without amending the current Redevelopment Agreement.

Rather than delay the downtown redevelopment project further, the attached agreement:

- 1) Is between the School District and the Developer
- 2) Will allow the School District to ask the Village in the future to pay the developer some of their property taxes commitment from previously forfeited funds
- 3) This agreement will only be relevant if more than 11 new students live in the apartment complex at the same time within the next 16 years

FINANCIAL IMPACT: None, unless more than 11 new students live in the apartment complex at the same time within the next 16 years. The proposed agreement will cost the School District \$25,000 per student for more than 11 students, up to 16 students (see December 11, 2023 Finance Committee Presentation for more details)

RECOMMENDATION: That the Board approve Agreement Between Lisle CUSD 202 and F&C Development, Inc. Concerning the "Family Square" Mixed-Use Redevelopment Project.

SUGGESTED MOTION: That the Board approve Agreement Between Lisle CUSD 202 and F&C Development, Inc. Concerning the "Family Square" Mixed-Use Redevelopment Project

**AGREEMENT BETWEEN
LISLE COMMUNITY UNIT SCHOOL DISTRICT 202
AND F&C DEVELOPMENT, INC.
CONCERNING THE “FAMILY SQUARE” MIXED-USE REDEVELOPMENT
PROJECT**

This Agreement is made this 26th day of February 2024, by and between the Board of Education of Lisle Community Unit School District No. 202 (“District”), and F&C Development, Inc. (“Developer”).

Recitals

WHEREAS, the Village of Lisle (the “Village”) and Developer entered into an economic incentive and tax increment allocation financing (TIF) development agreement on January 31, 2022 (the “Development Agreement”), for the development of the “Family Square” property.

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.

WHEREAS, the Developer desires seventy percent (70%) of the Development Incremental Property Taxes in order to obtain funding for the development of the “Family Square” property.

WHEREAS, the “Developer Percentage Share of Development Incremental Property Taxes” of fifty-eight percent (58%) of Development Incremental Property Taxes may be increased pursuant to a School District Waiver that allows for an increase in such percentage by the amount of the decrease provided in the School District Waiver, but in no event shall the Developer be entitled to a percentage of more than seventy percent (70%) of the Development Incremental Property Taxes. (Section 4. A. 13).

WHEREAS, the "School District Set Aside Percentage" is at least forty percent (40%) of the Development Incremental Property Taxes for the payment of student fees as provided in the TIF Act. (Section 4. A. 11).

WHEREAS, the Developer may enter into an agreement with the District relative to the payment of school student fees provided for under the TIF Act on terms mutually agreeable to the Developer and the District. (Section 3. V. 6).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the District and Developer agree as follows for the duration of the Development Agreement:

1. If the Developer's Percentage Share of Development Incremental Property Taxes is less than seventy percent (70%) of Development Incremental Property Taxes in a calendar year, the District will request the Village utilize previously forfeited funds to increase the Developer’s share to seventy percent (70%) of the Development Incremental Property Taxes for such calendar year.

2. If the Village refuses to utilize previously forfeited funds as described above, the District will reduce the "School District Set Aside Percentage" for such calendar year from forty percent (40%) to twenty-eight percent (28%) to ensure Developer's Percentage Share of Development Incremental Property Taxes for such calendar year is seventy percent (70%).

3. The District will not request any portion of the TIF funds that would result in: (a) a clawback or repayment of TIF funds for any prior calendar year that would result in the Developer receiving the benefit of less than seventy percent (70%) of the Development Incremental Property Taxes for such calendar year; or (b) the Developer Percentage Share of Development Incremental Property Taxes in a given calendar year being less than seventy percent (70%) of the Development Incremental Property Taxes for such calendar year.

4. The Developer, without the District's consent but upon notice to the District, may assign this Agreement and Developer's rights hereunder to a person or entity acquiring fee simple title to the "Family Square" property from time to time.

5. Upon request by either party, District and Developer shall execute a memorandum or short form of this Agreement in recordable form and otherwise in form and substance reasonably satisfactory to District and Developer, which memorandum or short form may be recorded against the "Family Square" property at the expense of the requesting party.

IN WITNESS WHEREOF, District and Developer have executed this Agreement as of the date first set forth above.

DISTRICT:

DEVELOPER:

LISLE CUSD 202

F&C DEVELOPMENT, INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

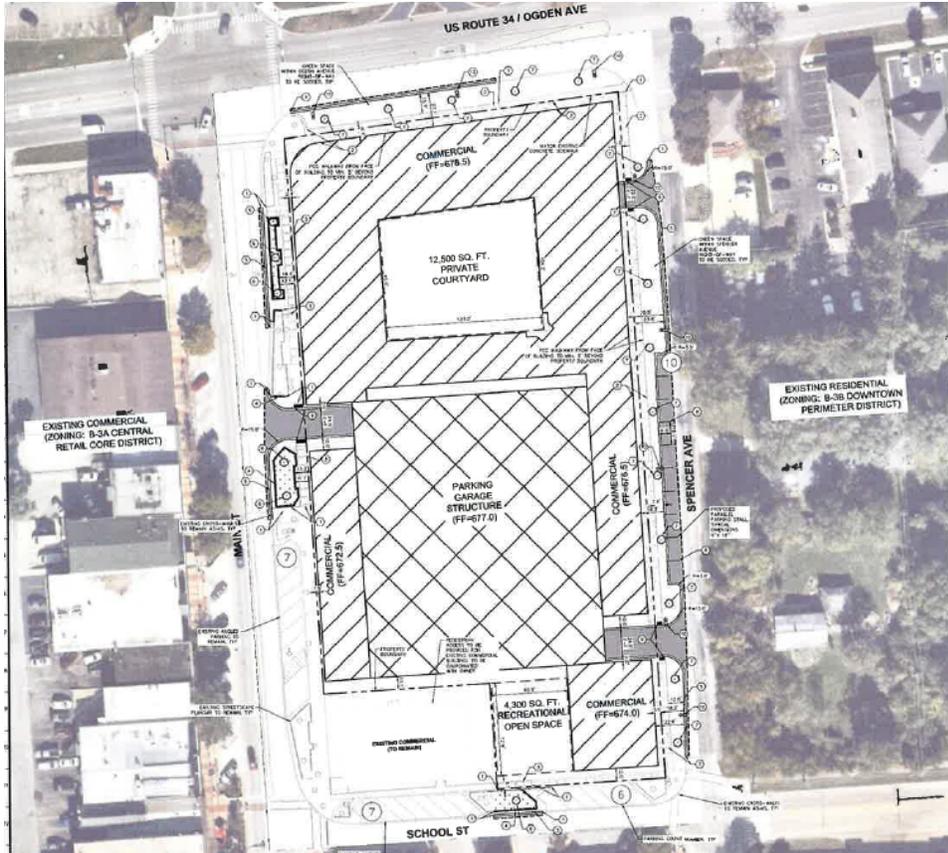
Title: _____

INDEX TO EXHIBITS

- Exhibit A-1 Agreement between the Village of Lisle and F & K Development, Inc. – January 31, 2022
- Exhibit A-2 Property Depiction
- Exhibit A-3 Property Description

EXHIBIT A-2

Property Depiction



GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF UNLESS OTHERWISE NOTED
2. EXISTING DIMENSIONS ARE TO THE INSIDE FACE OF EXISTING WALLS
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING CONSTRUCTION
4. AREA SHOWN TO BE EXISTING SHALL NOT BE INDICATED ON THIS PLAN UNLESS SHOWN OTHERWISE

PARKING SUMMARY

EXISTING PARKING SPACES (SEE PLAN FOR DETAILS)	= 10 SPACES
PROPOSED PARKING SPACES (SEE PLAN FOR DETAILS)	= 10 SPACES
TOTAL PARKING SPACES (EXISTING + PROPOSED)	= 20 SPACES

SITE DEVELOPMENT PLAN LEGEND

	ASPHALT PAVEMENT FOR PAVEMENT OF DRIVEWAYS
	CONCRETE SIDEWALK FOR PAVEMENT OF DRIVEWAYS
	CONCRETE CURB AND GUTTER
	STRUCTURAL STEEL FRAME FOR PAVEMENT OF DRIVEWAYS
	STRUCTURAL STEEL FRAME FOR PAVEMENT OF DRIVEWAYS
	STRUCTURAL STEEL FRAME FOR PAVEMENT OF DRIVEWAYS
	STRUCTURAL STEEL FRAME FOR PAVEMENT OF DRIVEWAYS
	STRUCTURAL STEEL FRAME FOR PAVEMENT OF DRIVEWAYS

KEY NOTES

1. SEE EXISTING AT CURB OF DRIVE (SEE CURB USE, RETAINING WALL, ETC.)
2. CONCRETE SIDEWALK
3. STRUCTURAL STEEL FRAME (CONCRETE CURB AND GUTTER) CONFORMING TO ALL STATE STANDARDS
4. STRUCTURAL STEEL FRAME (CONCRETE CURB AND GUTTER) CONFORMING TO ALL STATE STANDARDS
5. PROPOSED PARKING SPACES (SEE PLAN FOR DETAILS)
6. PROPOSED PARKING SPACES (SEE PLAN FOR DETAILS)
7. SEE ARCHITECTURAL PLANS FOR DETAILS
8. SEE ARCHITECTURAL PLANS FOR DETAILS
9. PROPOSED SIDEWALK

EXHIBIT A-3

Property Description

PARCEL 1

LOT 1 IN WALTER C. JAHNKE'S COMMERCIAL SUBDIVISION OF BLOCK 2 OF THE PLAT OF SCHWARTZ SUBDIVISION OF PART OF SECTIONS 2 AND 3, 10 AND 11, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 26, 1954 AS DOCUMENT 738435, IN DUPAGE COUNTY, ILLINOIS.

PIN: 08-03-426-001-0000

PARCEL 2

LOTS 2, 3, 4, 5, 7 AND 8 IN WALTER C. JAHNKE'S COMMERCIAL SUBDIVISION OF BLOCK 2 OF THE PLAT OF SCHWARTZ SUBDIVISION OF PART OF SECTIONS 2 AND 3, 10 AND 11, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 26, 1954 AS DOCUMENT 738435, IN DUPAGE COUNTY, ILLINOIS.

PIN: 08-03-426-002-0000

PIN: 08-03-426-003-0000

PIN: 08-10-206-002-0000



RESOLUTION 2023-4349

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF FIRST AMENDMENT TO ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC. CONCERNING THE “FAMILY SQUARE” MIXED USE REDEVELOPMENT PROJECT
(VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)**

WHEREAS, the Village of Lisle (the “Village”) is a non-home rule unit of government organized under Article VII (Local Government) of the Illinois Constitution of 1970; and

WHEREAS, the Village is authorized, under the provisions of Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the State of Illinois Constitution, to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law; and

WHEREAS, the Mayor and Board of Trustees of the Village (the “Corporate Authorities”) find that the Village is authorized as follows:

1. To promote the health, safety and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers to achieve these objectives pursuant to the laws of the State of Illinois;
2. To use public funds for public purposes under the provisions of Article VIII (Finance) of the State of Illinois Constitution;
3. To finance redevelopment projects in accordance with and pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (“TIF Act”);
4. To appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village under the applicable provisions of the Illinois Municipal Code (“Code”), including 65 ILCS 5/8-1-2.5 (Expenses for Economic Development), and the TIF Act; and

WHEREAS, on March 2, 2015, the corporate authorities of the Village, pursuant to and in accordance with the TIF Act, established the “Village of Lisle Downtown Redevelopment Project Area” (the “Downtown TIF District” or “TIF District”), which is bounded on the north by Ogden Avenue, on the east by Center Street, on the west by Main Street and on the south by School Street, by adopting the following ordinances: (i)

Ordinance No. 2015-4568 (Approving Downtown Redevelopment Plan and Project); (ii) Ordinance No. 2015-4569 (Designating TIF Financing for Downtown Redevelopment Project Area); and (iii) Ordinance No. 2015-4570 (Adopting TIF Financing for Downtown Redevelopment Project Area) (collectively, the "TIF Ordinances"). The TIF District consists of approximately 7.3 acres of land, not including right-of-way property; and

WHEREAS, the Downtown TIF District was established as a "pay-as-you-go" funded TIF district, which means that incremental tax revenues would be used to pay for Village-approved TIF-Eligible Redevelopment Project Costs (as defined below) or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District, and no bond or other debt financing was issued to pay for eligible TIF-Eligible Redevelopment Project Costs or TIF economic incentives; and

WHEREAS, the Developer has entered into a Contract for Purchase of Real Estate dated as of June 22, 2017, with Ogden Lisle, LLC and Main St. Lisle, LLC, Illinois limited liability companies, collectively referred to as "Seller", (the "Contract"), to acquire fee simple title to a parcel of land located in the northwest corner of the TIF District and bounded on the north by Ogden Avenue, on the east by Spencer Avenue, on the west by Main Street and on the south by School Street, and commonly known as 4701 Main Street and 4705 to 4729 Main Street, Lisle, Illinois (the "Property"). The Property is approximately 2.56 acres. The Property Tax Index Numbers for the Property are identified as follows: (1) PIN 08-03-426-001, (2) PIN 08-03-426-002, (3) PIN 08-03-426-003 and (4) PIN 08-10-206-002 (collectively the "Property PINs"); and

WHEREAS, on January 31, 2022, the Corporate Authorities approved Resolution No. 2022-4223 authorizing the Village and the Developer to enter into an "ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC. CONCERNING THE "FAMILY SQUARE" MIXED USE REDEVELOPMENT PROJECT (VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)" (the "Agreement"), which is on file with the Village Clerk's Office and is incorporated herein by reference. Per the Agreement, the Developer proposed to redevelop the Property with a building not to exceed four (4) stories configured as a mixed-use, multi-family development (the "Development") at an approximate construction cost of \$43,400,000.00 and an approximate total development cost of \$59,200,000.00, consisting of approximately: (a) 176 luxury residential apartment units (all such units shall be located above the first floor); (b) 37,000 square feet of first floor retail/commercial space; (c) a five (5) story 554 parking space, multi-level structured parking garage, with 354 spaces to be dedicated for use by the occupants of the residential apartment units (2.25 spaces per unit), 90 parking spaces within the first floor of the parking garage to be dedicated for public use, 85 parking spaces to be dedicated for employees and owners of the office/retail/commercial tenants, and up to 25 parking spaces to be dedicated for use by American Commercial Bank & Trust, its successors and assigns, and their respective employees, licensees and invitees; (d) provision of outdoor, on-street parking spaces, including required handicapped parking spaces, on Spencer Avenue, Main Street and School Street adjacent to the Development;

and (e) other public improvements and public amenities in substantial conformance with the Development's preliminary development plans; and

WHEREAS, the Developer has represented to the Village that, but for certain financial economic incentive assistance payable from the Downtown TIF District Fund and other zoning and development benefits from the Village, the Development is not economically feasible, and that the Developer will not undertake the Development. The Village and the Developer acknowledge and agree that, but for the TIF District incentives, to be provided by the Village, the Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village; and

WHEREAS, due to commercial real estate lease conditions and financial economic conditions that have arisen since the approval of the Agreement, the Developer has submitted a request for certain amendments to the Agreement as specifically detailed in the attached "FIRST AMENDMENT TO ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC. CONCERNING THE "FAMILY SQUARE" MIXED USE REDEVELOPMENT PROJECT (VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)", a copy of which is attached hereto as Exhibit 1 and made part hereof (the "First Amendment"). The amendments generally consist of:

1. An increase to allow up to 198 luxury residential apartment units.
2. A decrease to require 23,000 square feet of first floor retail/commercial space.
3. A decrease in the total number of required parking spaces within the five (5) story, 476 parking space, multi-level structured parking garage, with 361 spaces to be dedicated for use by the occupants, visitors, and employees of the residential apartment units and the office/retail/commercial tenants as directed by the Village Planning and Zoning Commission, which equates to 1.6 spaces per unit (all other required parking space unit counts and dedications and allocations for specific use are unchanged).
4. An increase to 14 outdoor, on-street public parking spaces to be constructed on Spencer Avenue.
5. Updated Preliminary Development Plans prepared by ktgy Architects that are dated January 20, 2023.
6. Deletion of certain text that pertained to the Developer's right to sell, lease or enter into a management agreement for a portion of the commercial component(s) of the Development to or with a third party, as more particularly described in Subsection 3(A) of the Agreement.
7. An extension of the Acquisition Deadline Date to June 30, 2024.
8. Deletion of certain text that pertained to the Developer's anticipated selling of a portion of the retail / commercial space to an unrelated third-party office and retail operator and manager, which may be Elevate Office Suites and/or its affiliates.
9. Attachment of updated versions of Exhibits B.1 through B.12 of the Agreement.
10. An increase in the simple interest to a rate of seven and one-half percent (7.5%) per annum applied to the economic incentive payable to the Developer as set forth in Section 4 of the Agreement. The economic incentive is still a capped amount

not to exceed Five Million Nine Hundred Forty-Nine Thousand Six Hundred and No/100 Dollars (\$5,949,600.00) (the “Principal Amount”); and

WHEREAS, the Corporate Authorities of the Village desire to financially assist the Developer to facilitate the construction and operation of the Development on the Property by approving and entering into the First Amendment; and

WHEREAS, pursuant to the Agreement, the Developer filed a zoning application in 2023 for the necessary zoning relief to construct the Project and agrees to actively participate in good faith in all required zoning hearing proceedings and development permit processes and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development; and

WHEREAS, pursuant to the intergovernmental cooperation powers granted by Article VII, Section 10(a) of the Illinois Constitution of 1970 and the applicable provisions of the TIF Act and the Illinois Municipal Code (65 ILCS 5/8-1-2.5), the Corporate Authorities of the Village of Lisle have determined that it is in the best interests of the Village of Lisle and its residents, businesses, property owners and the public to approve and enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Lisle, DuPage County, Illinois as follows:

SECTION 1: That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: That the Corporate Authorities of the Village of Lisle approve and authorize the execution of the First Amendment, a copy of which is attached hereto as Exhibit 1 and made a part hereof. The Board of Trustees authorizes and directs the Mayor and Village Clerk, or their designees, to execute the final version of the First Amendment, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorizes and directs the Mayor and Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village’s obligations under the First Amendment, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village’s obligations under the First Amendment.

SECTION 3: That in the event that a majority of the Corporate Authorities of the Village vote to approve entering into the First Amendment and the Mayor is unwilling or unable to sign the First Amendment on or before June 9, 2023, the Corporate Authorities of the Village authorize and direct Trustee _____ to sign the First Amendment on or before June 9, 2023.

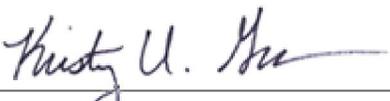
SECTION 4: That the Mayor and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the First Amendment to the Developer for record retention purposes.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval by the Board of Trustees of the Village.

FURTHER, be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of Lisle.

PASSED AND APPROVED by the Village Board of the Village of Lisle on this 1st day of May 2023.

ATTEST:



Kristy Grau, Village Clerk



Ayes: Trustees Mullen, Duffy, Lesniak, Olson, and Sima
Nays: Trustee Grecco
Abstain: None
Absent: None

Published by the Village Clerk, in pamphlet form, by authority of the corporate authorities of the Village of Lisle on the 1 of May, 2023.

Resolution 2023-4349 was vetoed by Mayor Pecak on May 15, 2023

Resolution was reconsidered by the Lisle Village Board on Monday, June 5, 2023

Motion to reconsider Resolution 2023-4349, A Resolution Authorizing the Approval and Execution of First Amendment to Economic Incentive and Tax Increment Allocation Financing Development Agreement Between the Village of Lisle and F&C Development, Inc. Concerning the "Family Square" Mixed Use Redevelopment Project (Village of Lisle Downtown TIF District)

Moved by Trustee Mullen, seconded by Trustee Duffy

Ayes: Trustees Mullen, Duffy, Lesniak and Olson

Nays: Trustee Grecco

Absent: Trustee Sima

Abstain: None

Motion carried.

By a vote of four to one, the Mayor's veto was overridden.
Resolution effective as of June 5, 2023

**FIRST AMENDMENT TO
ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT
(Village of Lisle Downtown TIF District)**

This First Amendment to Economic Incentive and Tax Increment Allocation Financing Development Agreement (the “**Amendment**”) is entered into as of the 15th day of May, 2023, the **VILLAGE OF LISLE**, an Illinois municipal corporation (“**Village**”) and **F&C DEVELOPMENT, INC.**, an Indiana corporation with its principal corporate office located at One Indiana Square, Suite 3000, Indianapolis, Indiana (“**Developer**”). The Village and the Developer are at times referred to below individually as a “**Party**” and collectively as “**Parties**”.

Recitals

WHEREAS, the Village and the Developer have entered into that certain Economic Incentive and Tax Increment Allocation Financing Development Agreement approved by the Village on January 31, 2022 (the “**Agreement**”);

WHEREAS, the site plan of the Project has been modified since the date of the Agreement;

WHEREAS, the Developer seeks to amend the Agreement to: (a) reflect the updated site plan of the Project; (b) reflect the updated proposed use of certain portions of the Project; and (c) extend the Acquisition Date Deadline; and

WHEREAS, the parties desire to enter into this Amendment;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. Sections 2(J) and 2(L) of the Agreement are hereby modified as follows:

J. The Developer proposes to redevelop the Property with a building not to exceed four (4) stories configured as a mixed-use, multi-family development (the “**Development**”) at an approximate construction cost of \$43,400,000.00 and an approximate total development cost of \$59,200,000.00, consisting of approximately: (a) 198 luxury residential apartment units (all such units shall be located above the first floor, unless the corporate authorities of the Village, in their sole discretion, approve a zoning code text amendment and a special use permit to allow residential dwelling units to be located on the first floor after the required public hearing is held by the Lisle Planning and Zoning Commission and the Commission issues its recommendation); (b) 23,000 square feet of first floor retail/commercial space; (c) a five (5) story 476 parking space, multi-level structured parking garage, with 90 parking spaces within the first floor and lower level of the parking garage to be dedicated by a plat of dedication or a permanent easement for public use (form and content of plat or easement to be approved by the Village Attorney), up to 25 parking spaces to be dedicated for use by American Commercial Bank & Trust, its successors and assigns, and their respective employees, licensees and invitees, and the remaining 361 spaces to be dedicated for use by the occupants, visitors, and employees of the residential apartment units and the office/retail/commercial tenants as directed by the Village Planning and Zoning Commission; (d) outdoor, on-street parking spaces to be constructed on Spencer Avenue (approximately 14 public parking spaces), on Main Street (current public parking spaces to remain) and

on School Street (current public parking spaces to remain); and (e) other public improvements and public amenities in substantial conformance with the preliminary development plans prepared by ktgy Architects and dated January 20, 2023, consisting of: (i) Design Concept Plan (EXHIBIT B.1.); (ii) Site Plan (EXHIBIT B.2.); (iii) Building Elevations and Exterior Building Materials List (color, material type, etc.) (EXHIBIT B.3.); (iv) Floor Plans – Residential Units and Related Areas (EXHIBIT B.4.); (v) Floor Plans – Commercial Units and Related Areas (EXHIBIT B.5.); (vi) Landscape Plan (EXHIBIT B.6.); (vii) Outdoor Retail Area Plan (perimeter sidewalk areas, outdoor café areas, community gathering area, etc.) (EXHIBIT B.7.); (viii) Exterior Signage Plan (EXHIBIT B.8.); (ix) Exterior Lighting Plan (EXHIBIT B.9.); (x) On-Site and Off-Site Storm Water Drainage Plan (EXHIBIT B.10.); (xi) On-Site and Off-Site Infrastructure Plan (On-Street Parking, sidewalks, etc.) (EXHIBIT B.11.); Parking Garage Elevations and Parking Garage Plans (Parking Deck Floor, Parking Space / Driveway Aisle Sheets), (EXHIBIT B.12.); (xii) Project Schedule (Exhibit “D”); and (xiii) Development Budget (Exhibit “H”); which are attached hereto as **Exhibit “B”** (the **“Preliminary Development Plans”**). The on-street and off-street parking plans shall include at least the minimum number of handicapped parking spaces required by the Village Code. The Development will be compliant with applicable bulk and height restrictions under the Village’s B3-A Zoning District. The Developer acknowledges that the Village’s approval of the Preliminary Development Plans and the Final Development Plans (as defined below) shall take into consideration the design concepts and guidelines of the Downtown Lisle Master Plan adopted January 21, 2019.

...

L. The corporate authorities of the Village approve the attached Preliminary Development Plans for purposes of encouraging the Developer to proceed with the necessary land acquisition, project financing and zoning entitlement activities relative to the Development. The corporate authorities of the Village further agree to consider the approval of all reasonably required zoning and development approvals in regard to the Property in order to allow the Developer to construct the Development as proposed by and in substantial conformance with the Preliminary Development Plans, provided that the Developer applies for and actively participates in, and uses commercially reasonable efforts to secure, all required zoning and development permit approvals from the Village and all other permits and approvals from other governmental oversight agencies. The corporate authorities of the Village will not unreasonably deny any requested zoning relief that is consistent with the terms of this Agreement after completion of the required public hearing process. The Village approval of the Preliminary Development Plans is not a final project approval and does not entitle the Developer to receive a site development permit or a construction permit for the Development. Following Substantial Completion (as defined below), the Developer intends to own and operate the Development for a period of at least ten (10) years.

2. Developer’s Obligations; Property Acquisition. Section 3(A) of the Agreement is hereby modified as follows:

A. Property Acquisition. The Developer has entered into the Contract, and, subject to the terms and conditions of this Agreement, intends to acquire fee simple title to the Property on or before **June 30, 2024** (the **“Acquisition Deadline Date”**). The closing date at which the Developer obtains fee simple title to the Property is referred to as the **“Acquisition Date”**. If the Developer does not acquire fee simple title to the Property by the Acquisition Deadline Date, this Agreement may be terminated by either Party upon delivery of written notice to the other Party within **sixty (60) calendar days** of the expiration of the Acquisition Deadline Date but prior to the Acquisition Date without any liability to either Party, or the Acquisition Deadline Date may be extended by mutual written agreement of the Parties.

3. **Developer's Obligations; Building Certification.** Section 3(B)(11) of the Agreement is hereby modified as follows: Change the word "LEEDS" to LEED".

4. **Village Obligations; Reimbursement of TIF-Eligible Redevelopment Project Costs; Occupancy Data for the Commercial / Retail Space.** Section 4(B)(1) and Section 4(G) of the Agreement are hereby modified as follows:

(B)1. Maximum TIF Incentive Amount. Subject to the terms, conditions and restrictions of this Agreement, the Village shall reimburse the Developer a principal amount not to exceed **Five Million Nine Hundred Forty-Nine Thousand Six Hundred and No/100 Dollars (\$5,949,600.00)** (the "**Principal Amount**") plus simple interest per annum calculated on the outstanding balance of the Principal Amount at a rate of **seven and one half percent (7.5%)** per annum (the "**Interest Rate**"), payable by the Village to the Developer only from Net Incremental Property Taxes pursuant to this Agreement. Interest shall begin to accrue on the Principal Amount on the Substantial Completion Date. The Principal Amount plus interest at the Interest Rate is the "**Maximum TIF Incentive Amount**". The Principal Amount has been calculated based on ten and five-hundredths percent (10.05%) of \$59,200,000.00. If the actual total cost to complete the Development is less than \$59,200,000.00, then the above Principal Amount shall be reduced to an amount equal to ten and five-hundredths percent (10.05%) of the actual total cost to complete the Development, as certified by the Village Engineer when the Developer submits the Updated Development Costs for review and approval of the Certification of Development Costs as required by **Subsection 3.K.** of this Agreement. If the actual total cost to complete the Development exceeds \$59,200,000.00, as certified by the Village Engineer, there shall be no increase in the above-stated Principal Amount. The Village shall reimburse the Developer for those specific, agreed-upon TIF-Eligible Redevelopment Project Costs that are certified by the Village Engineer as actually incurred and documented by the Developer in relation to the Development up to the full amount of the Maximum TIF Incentive from the Downtown TIF Fund, plus interest at the Interest Rate, provided that: (a) the Village shall be obligated to pay the full amount of the TIF Incentive only if the Net Incremental Property Taxes in the Downtown TIF Fund during the term of this Agreement are sufficient to pay such amount; (b) it shall be the responsibility of the Developer to determine whether the interest payable under this **Section 4** qualifies as tax exempt; and (c) the Village shall cooperate with and assist the Developer, at Developer's expense, in making such determination of tax exempt status. Payment of the TIF Incentive to the Developer under this **Section 4** shall be applied: (i) first, to accrued but unpaid interest, (ii) second, to current interest, and (iii) third, to the Principal Amount of the Redevelopment Project Costs, which Principal Amount shall increase from time to time as certification notices are issued by the Village, provided that the total Principal Amount shall never exceed the Maximum TIF Incentive Amount.

...

G. Occupancy Data for the Commercial / Retail Space. During the Term of this Agreement, the Developer and/or its affiliates and any unrelated third-party office and retail operator and manager, shall provide the Village on March 1, or such other date mutually agreeable to the Parties, with certified, annual occupancy data for the Commercial / Retail Space consisting of number of: occupancy / vacancy rates, number and types of businesses, tenant / licensee by profession, trade or industry. This occupancy data information shall be confidential and proprietary only if clearly marked as such.

5. **Exhibits.** Exhibits B.1 through B.12 of the Agreement are hereby amended and replaced, in their entirety, with Exhibits B.1 through B.12 attached hereto.

6. Miscellaneous. All capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to such words in the Agreement. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as expressly provided in this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect, and the Parties reaffirm the validity and binding effect of the Agreement, as amended by this Amendment.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

F&C DEVELOPMENT, INC.,
an Indiana corporation

VILLAGE OF LISLE,
an Illinois municipal corporation

By: _____

By: _____

Name: _____
President

Christopher Pecak
Mayor

ATTEST:

ATTEST:

By: _____

By:  _____
Kristy Grau
Village Clerk

Name: _____

Title: _____



[Replacement Exhibits B.1 through B.12]



THE LISLE

LISLE, IL

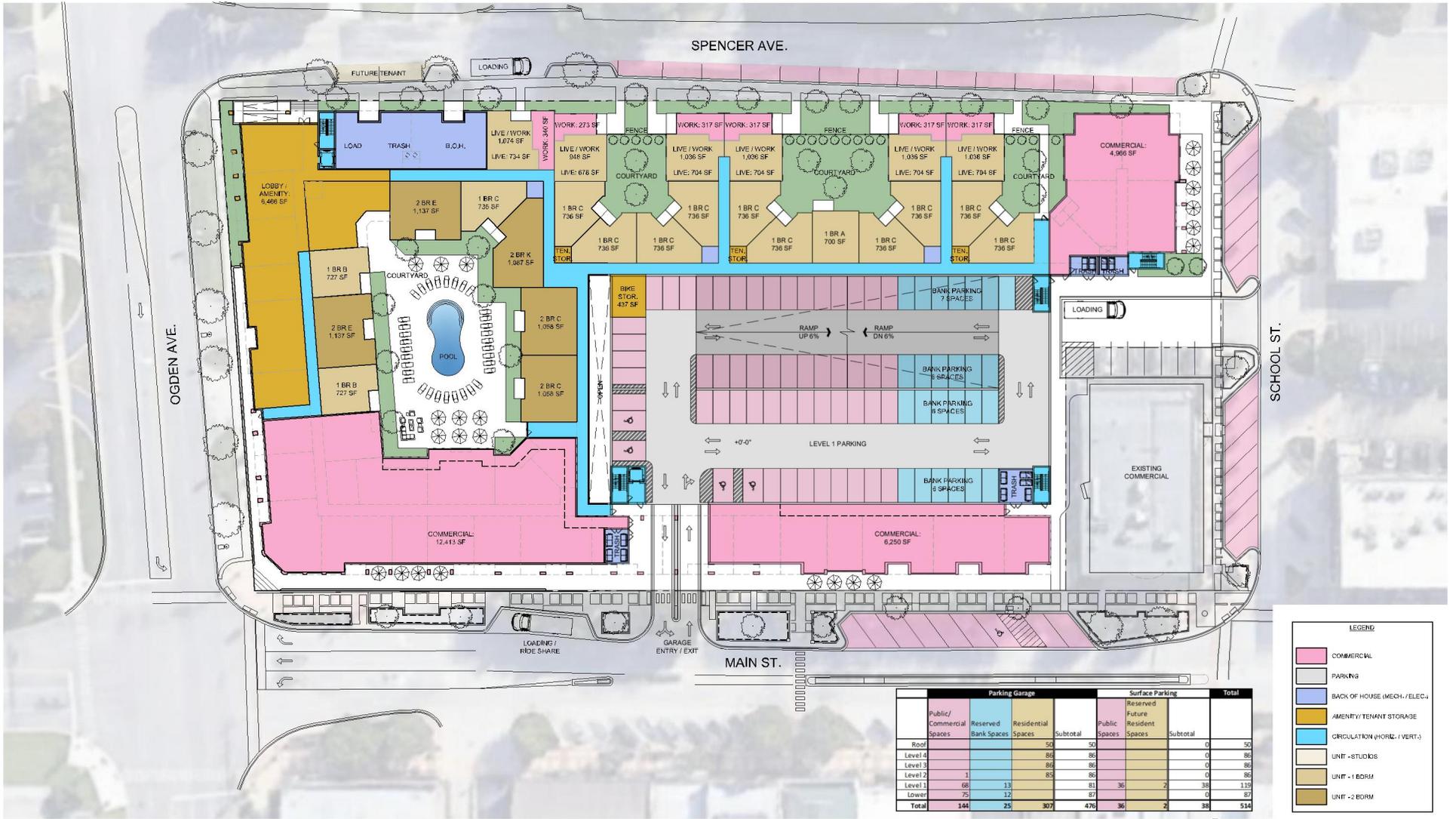
FLOOR PLAN
JANUARY 20, 2023



FLAHERTY & COLLINS
PROPERTIES



Kimley»Horn



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217 N. Jefferson Street
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888.456.5849
ktgy.com

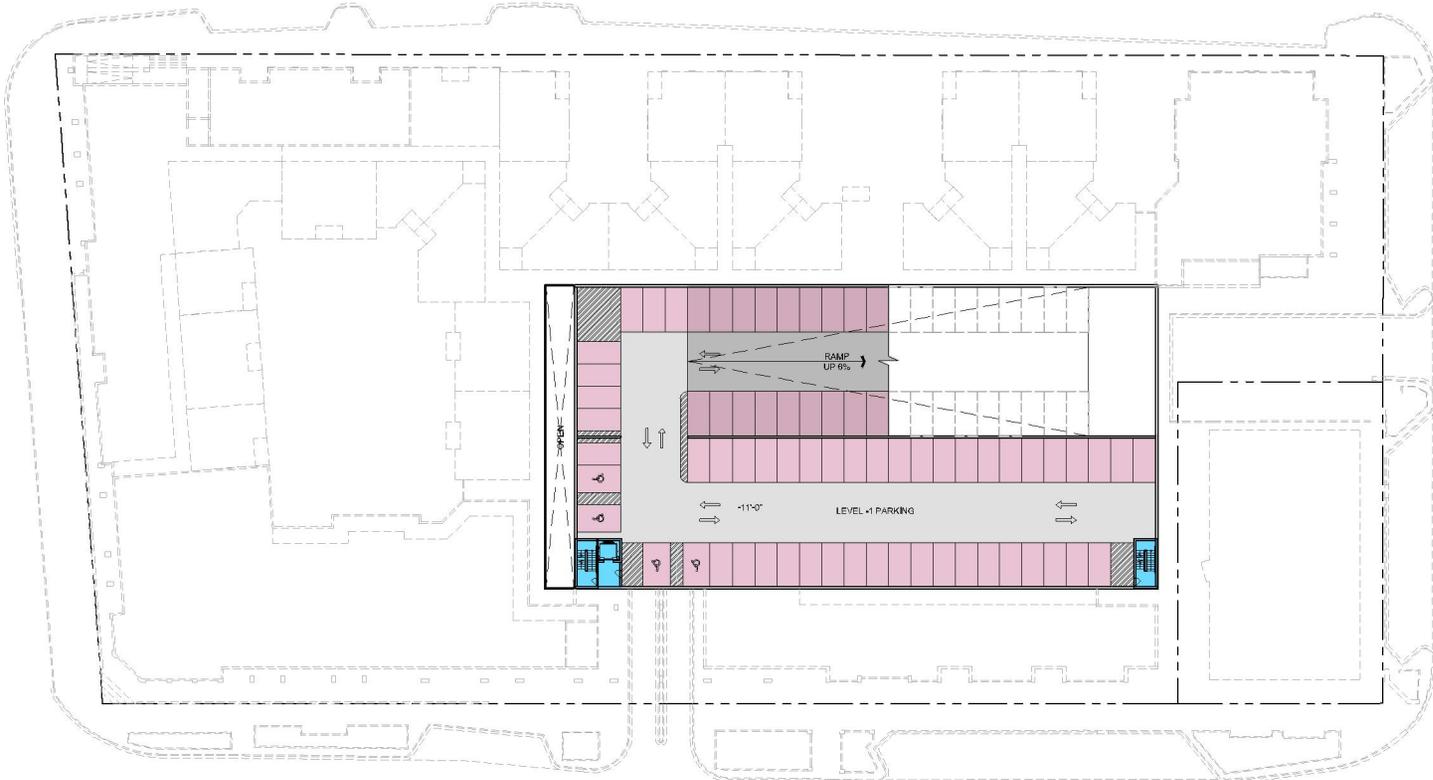


THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

SITE PLAN / GROUND FLOOR PLAN

A1.0



LEGEND

- COMMERCIAL
- PARKING
- BACK OF HOUSE (MECH./ELEC.)
- AMENITY/TENANT STORAGE
- CIRCULATION (HORIZ. / VERT.)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM

	Parking Garage				Surface Parking			Total
	Public/ Commercial Spaces	Reserved Bank Spaces	Residential Spaces	Subtotal	Public Spaces	Reserved Future Resident Spaces	Subtotal	
Roof				50			0	50
Level 4				86			0	86
Level 3				86			0	86
Level 2	1		85	86			0	86
Level 1	68	13		81	36	2	38	119
Lower	75	12		87			0	87
Total	144	25	307	476	36	2	38	514



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THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

LOWER LEVEL FLOOR PLAN

A1.0B



	Parking Garage			Surface Parking			Total
	Public/Commercial Spaces	Reserved Bank Spaces	Residential Spaces	Subtotal	Public Spaces	Reserved Future Resident Spaces	
Roof		50		50			50
Level 4			86	86			86
Level 3			86	86			86
Level 2	1		83	84			84
Level 1	68	13		81	36	2	119
Lower	75	12		87			87
Total	144	25	307	476	36	2	514

LEGEND

- COMMERCIAL
- PARKING
- BACK OF HOUSE (MECH./ELEC.)
- AMENITY/TENANT STORAGE
- CIRCULATION (HORIZ./VERT.)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM



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THE LISLE
 LISLE, IL # 2021-0994

FLOOR PLAN
 JANUARY 20, 2023

LEVEL 2 FLOOR PLAN

A1.1



	Parking Garage			Surface Parking			Total
	Public/ Commercial Spaces	Reserved Bike Spaces	Residential Spaces	Public Spaces	Reserved Future Resident Spaces	Subtotal	
Roof		50	86			0	50
Level 4		86	86			0	86
Level 3		86	86			0	86
Level 2	1		85	86		0	86
Level 1	68	13		81	36	2	119
Lower	75	12		87		0	87
Total	144	25	307	476	36	2	514

LEGEND

- COMMERCIAL
- PARKING
- BACK OF HOUSE (MECH./ELEC.)
- AMENITY/TENANT STORAGE
- CIRCULATION (HORIZ./VERT.)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM



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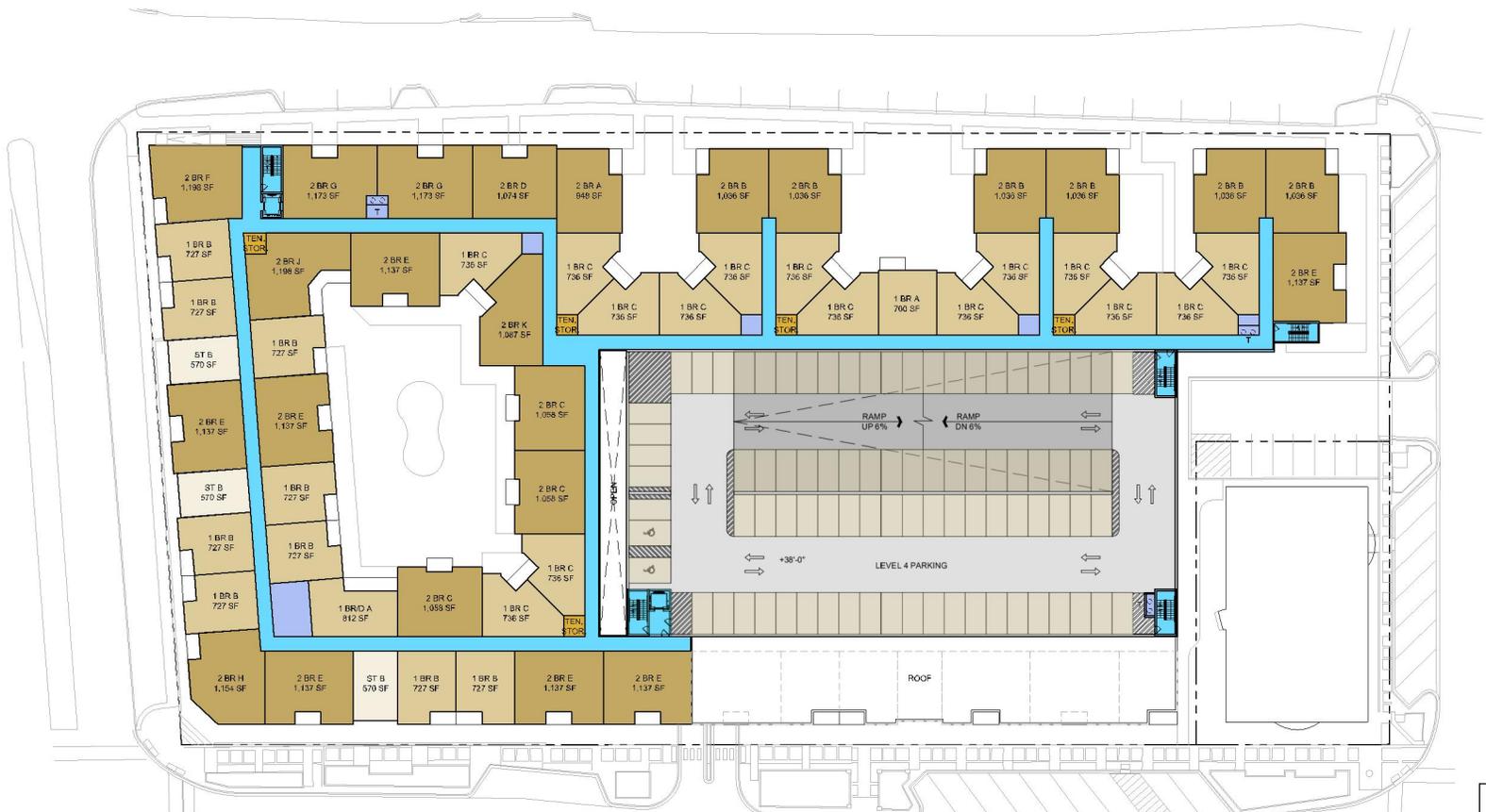


THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

LEVEL 3 FLOOR PLAN

A1.2



	Parking Garage			Surface Parking			Total
	Public/Commercial Spaces	Reserved Bank Spaces	Residential Spaces	Public Spaces	Reserved Future Resident Spaces	Subtotal	
Roof		58		50		0	50
Level 4		88		88		0	88
Level 3			88			0	88
Level 2	1		83			0	86
Level 1	68	13		81	36	2	119
Lower	75	12		87		0	87
Total	144	25	307	474	36	2	514

LEGEND

- COMMERCIAL
- PARKING
- BACK OF HOUSE (MECH./ELEC.)
- AMENITY/TENANT STORAGE
- CIRCULATION (HORIZ./VERT.)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM



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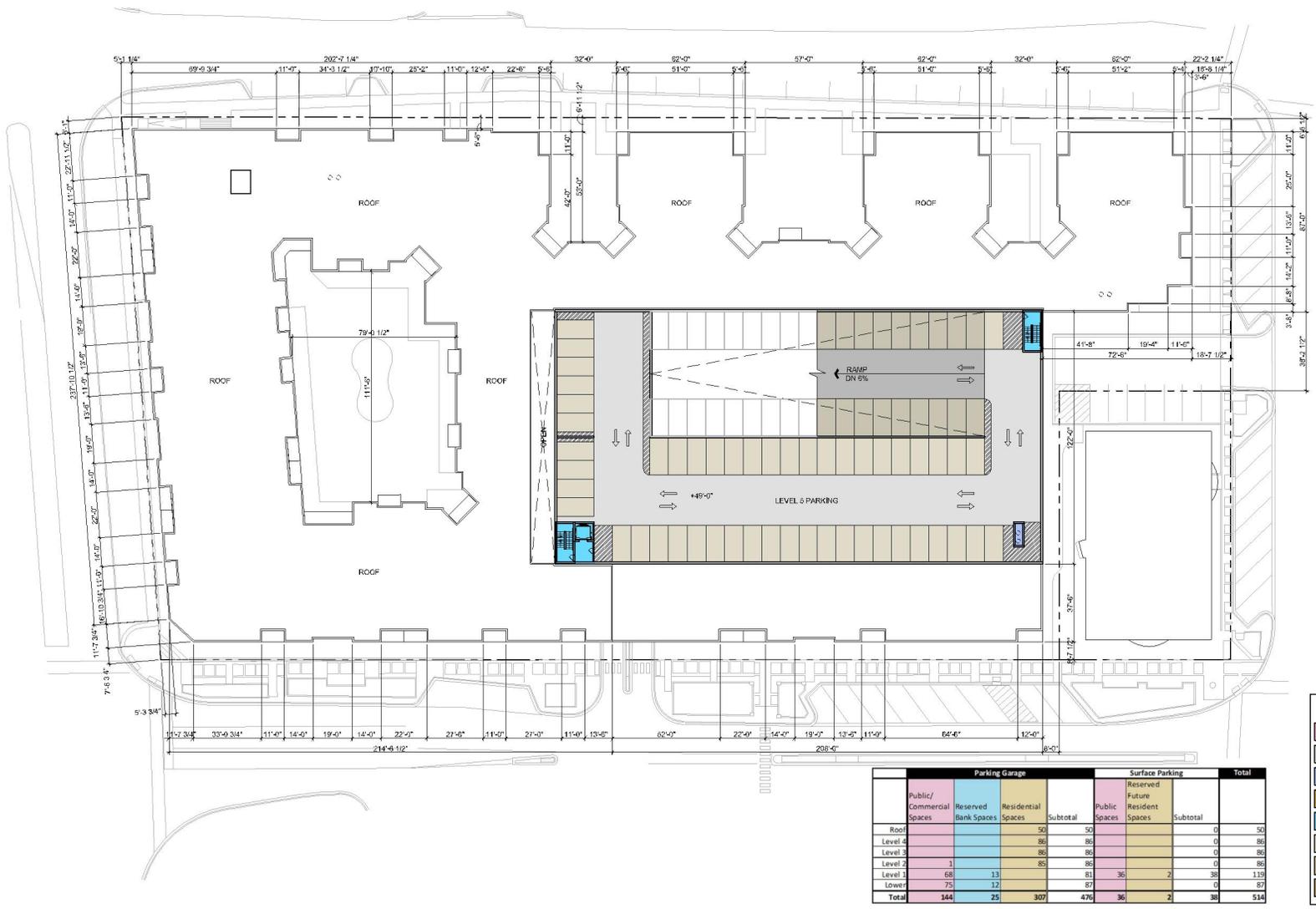


THE LISLE
 LISLE, IL # 2021-0994

FLOOR PLAN
 JANUARY 20, 2023

LEVEL 4 FLOOR PLAN

A1.3



	Parking Garage			Surface Parking			Total
	Public/Commercial Spaces	Reserved Bank Spaces	Residential Spaces	Public Spaces	Reserved Future Resident Spaces	Subtotal	
Roof			50	50		0	50
Level 4			88	88		0	88
Level 3			88	88		0	88
Level 2	1		83	86		0	86
Level 1	68	13		81	36	2	119
Lower	75	12		87			87
Total	144	25	307	476	36	2	514

LEGEND

- COMMERCIAL
- PARKING
- BACK OF HOUSE (MECH./ELEC.)
- AMENITY/TENANT STORAGE
- CIRCULATION (HORIZ./VERT.)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM



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THE LISLE
 LISLE, IL # 2021-0994

FLOOR PLAN
 JANUARY 20, 2023

LEVEL 5 FLOOR PLAN

A1.4

LISLE, IL		4 STORY WRAP																								
1/19/2023																										
Site Area:		127,382 SF		2.92 Acres		67.71 d.u. / acre																				
AREA MATRIX										STUDIO	1 BED			1 BED / DEN		2 BED										
FLOOR	RESIDENTIAL/ RETAIL FTF	AMENITY (SF)	COMMERCIAL (SF)	RESIDENTIAL GROSS (SF)	RESIDENTIAL RENTABLE (SF)	RESIDENTIAL (UNITS/ FLOOR)	PARKING (SF)	PARKING SPACES	GROSS AREA (SF)	ST A 570 avg	1 BR A 700 avg	1 BR B 727 avg	1 BR C 736 avg	1 BR/D A 812 avg	LIVE / WORK 1,028 avg	2 BR A 946 avg	2 BR B 1,036 avg	2 BR C 1,058 avg	2 BR D 1,074 avg	2 BR E 1,137 avg	2 BR F 1,165 avg	2 BR G 1,173 avg	2 BR H 1,154 avg	2 BR J 1,198 avg	2 BR K 1,087 avg	
LEVEL 5 / ROOF		0	0	0	0	0	19,207	50	19,207	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LEVEL 4	11.00	408	0	55,652	47,165	53	29,028	86	85,088	3	1	9	15	1	0	1	6	3	1	7	1	2	1	1	1	
LEVEL 3	11.00	408	0	63,055	53,320	60	29,028	86	92,491	4	1	12	15	1	0	1	6	3	1	10	1	2	1	1	1	
LEVEL 2	11.00	408	0	63,055	53,320	60	29,028	86	92,491	4	1	12	15	1	0	1	6	3	1	10	1	2	1	1	1	
LEVEL 1	16.00	7,146	23,210	31,617	21,812	25	29,028	81	91,001	0	1	2	11	0	6	0	0	2	0	2	0	0	0	0	1	
LEVEL -1	-11.00	0	0	0	0	0	27,462	87	27,462	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	49.0	8,370	23,210	213,379	175,617	198	162,781	476	407,740	11	4	35	56	3	6	3	18	11	3	29	3	6	3	3	4	
Public/Commercial Parking	144									% Mix	5.6%	2.0%	17.7%	28.3%	1.5%	3.0%	1.5%	9.1%	5.6%	1.5%	14.6%	1.5%	3.0%	1.5%	1.5%	2.0%
Bank Parking	25										48.0%				41.9%											
Residential Parking	307	1.6 per unit								11	95		3		6		83									
Overall Residential Efficiency:	82%									109					89											
Typical Residential Floor	85%									55.05%					44.95%											
Average Unit Area:	887 sf																									



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THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

AREA MATRIX

A1.5



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THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

PERSPECTIVE

A2.0



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THE LISLE
LISLE, IL # 2021-0694

FLOOR PLAN
JANUARY 20, 2023

PERSPECTIVE

A2.1



OVERALL WEST ELEVATION SCALE: 1"=40' 1



OVERALL EAST ELEVATION SCALE: 1"=40' 2



OVERALL NORTH ELEVATION SCALE: 1"=40' 3



OVERALL SOUTH ELEVATION SCALE: 1"=40' 4



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THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

OVERALL ELEVATIONS

A3.0



WEST ELEVATION (NORTH WING) SCALE: 1"=20' 1



WEST ELEVATION (SOUTH WING) SCALE: 1"=20' 2



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THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

ENLARGED ELEVATIONS

A3.1

1A	UTILITY BRICK - COLOR 1	2B	CAST STONE-COLOR 2	4C	FIBER CEMENT- COLOR 3	5B	PRE-FIN. MTL. FRAME	7	TREX DECKING/ SIMILAR	BUILDING CODE DEFINITIONS AND REGULATIONS 5-20-4. BUILDING HEIGHT: Measurement: Building height is measured as vertical distance from grade to the highest point of coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. 5-20-7. DEFINITIONS GRADE: The average level of the finished surface of the ground adjacent to the building or structure.
1B	UTILITY BRICK - COLOR 2	3A	PAINTED PRE-CAST CONCRETE	4D	FIBER CEMENT - COLOR 4	5C	PRE-FIN. MTL. BALCONY RAILINGS	8	FABRIC AWNING	
1C	UTILITY BRICK - COLOR 3	3B	PAINTED PRE-CAST BRICK FORM LINER	4E	FIBER CEMENT LAP SIDING - COLOR 1	5D	PRE-FIN. MTL. COPING			
1D	UTILITY BRICK - COLOR 4	4A	FIBER CEMENT - COLOR 1	4F	FIBER CEMENT LAP SIDING - COLOR 2	6A	HIGH EFFICIENCY VINYL WINDOWS			
2A	CAST STONE-COLOR 1	4B	FIBER CEMENT - COLOR 2	5A	PRE-FIN. MTL. CANOPY	6B	THERMALLY BROKEN ALUMINUM STOREFRONT			



WEST ELEVATION (NORTH WING) SCALE: 1"=20' 1



WEST ELEVATION (SOUTH WING) SCALE: 1"=20' 2



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THE LISLE
 LISLE, IL # 2021-0694

FLOOR PLAN
 JANUARY 20, 2023

ENLARGED ELEVATIONS

A3.2



EAST ELEVATION (NORTH WING) SCALE: 1/8"=1'-0" 1



EAST ELEVATION (SOUTH WING) SCALE: 1/8"=1'-0" 2



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THE LISLE
 LISLE, IL # 2021-0994

FLOOR PLAN
 JANUARY 20, 2023

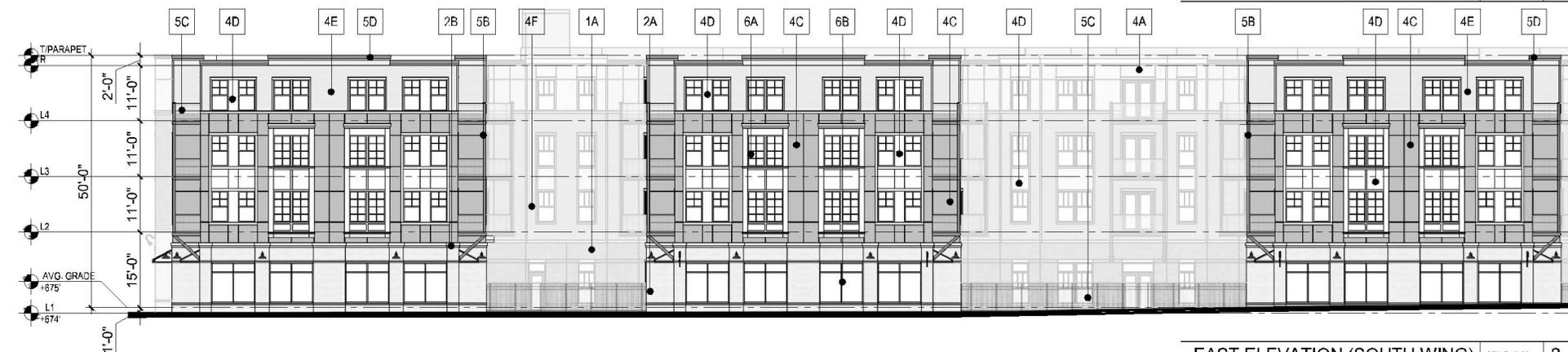
ENLARGED ELEVATIONS

A3.3

1A	UTILITY BRICK - COLOR 1	2B	CAST STONE-COLOR 2	4C	FIBER CEMENT- COLOR 3	5B	PRE-FIN. MTL. FRAME	7	TREX DECKING/ SIMILAR	BUILDING CODE DEFINITIONS AND REGULATIONS 5-20-4. BUILDING HEIGHT: Measurement: Building height is measured as vertical distance from grade to the highest point of coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. 5-20-7. DEFINITIONS GRADE: The average level of the finished surface of the ground adjacent to the building or structure.
1B	UTILITY BRICK - COLOR 2	3A	PAINTED PRE-CAST CONCRETE	4D	FIBER CEMENT - COLOR 4	5C	PRE-FIN. MTL. BALCONY RAILINGS	8	FABRIC AWNING	
1C	UTILITY BRICK - COLOR 3	3B	PAINTED PRE-CAST BRICK FORM LINER	4E	FIBER CEMENT LAP SIDING - COLOR 1	5D	PRE-FIN. MTL. COPING			
1D	UTILITY BRICK - COLOR 4	4A	FIBER CEMENT - COLOR 1	4F	FIBER CEMENT LAP SIDING - COLOR 2	6A	HIGH EFFICIENCY VINYL WINDOWS			
2A	CAST STONE-COLOR 1	4B	FIBER CEMENT - COLOR 2	5A	PRE- FIN. MTL. CANOPY	6B	THERMALLY BROKEN ALUMINUM STOREFRONT			



EAST ELEVATION (NORTH WING) SCALE: 1"=20' 1



EAST ELEVATION (SOUTH WING) SCALE: 1"=20' 2



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THE LISLE
 LISLE, IL # 2021-0994

FLOOR PLAN
 JANUARY 20, 2023

ENLARGED ELEVATIONS

A3.4



NORTH ELEVATION SCALE: 1"=20' 1



EXISTING BUILDING SHOWN FADED FOR REF.

SOUTH ELEVATION SCALE: 1"=20' 2



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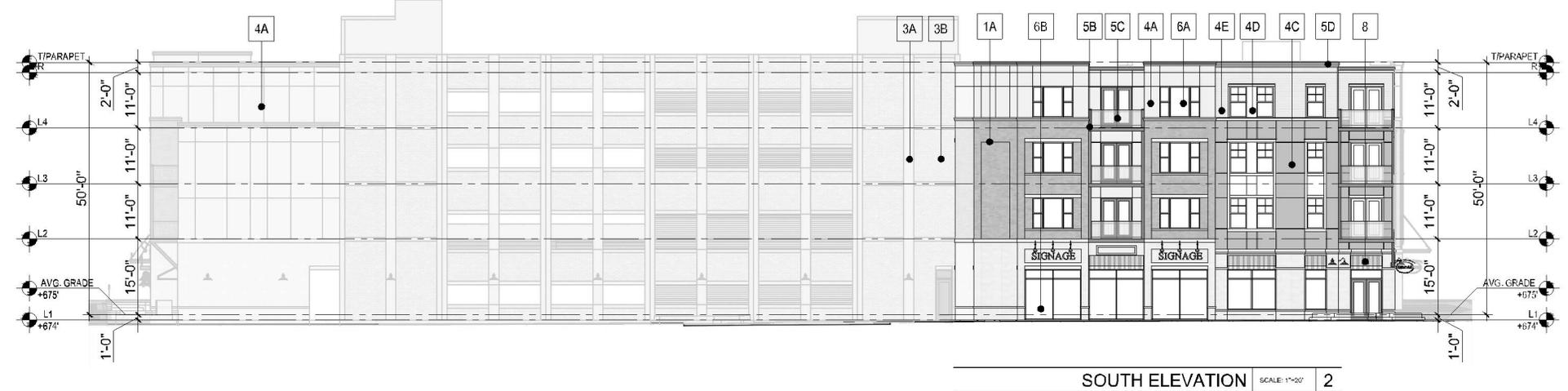
THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

ENLARGED ELEVATIONS

A3.5

1A	UTILITY BRICK - COLOR 1	2B	CAST STONE-COLOR 2	4C	FIBER CEMENT- COLOR 3	5B	PRE-FIN. MTL. FRAME	7	TREX DECKING/ SIMILAR	BUILDING CODE DEFINITIONS AND REGULATIONS 5-20-4. BUILDING HEIGHT: Measurement. Building height is measured as vertical distance from grade to the highest point of coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. 5-20-7. DEFINITIONS GRADE: The average level of the finished surface of the ground adjacent to the building or structure.
1B	UTILITY BRICK - COLOR 2	3A	PAINTED PRE-CAST CONCRETE	4D	FIBER CEMENT - COLOR 4	5C	PRE-FIN. MTL. BALCONY RAILINGS	8	FABRIC AWNING	
1C	UTILITY BRICK - COLOR 3	3B	PAINTED PRE-CAST BRICK FORM LINER	4E	FIBER CEMENT LAP SIDING - COLOR 1	5D	PRE-FIN. MTL. COPING			
1D	UTILITY BRICK - COLOR 4	4A	FIBER CEMENT - COLOR 1	4F	FIBER CEMENT LAP SIDING - COLOR 2	6A	HIGH EFFICIENCY VINYL WINDOWS			
2A	CAST STONE-COLOR 1	4B	FIBER CEMENT - COLOR 2	5A	PRE-FIN. MTL. CANOPY	6B	THERMALLY BROKEN ALUMINUM STOREFRONT			



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THE LISLE
 LISLE, IL # 2021-0694

FLOOR PLAN
 JANUARY 20, 2023

ENLARGED ELEVATIONS

A3.6



1A UTILITY BRICK-COLOR 1



3B PAINTED PRE-CAST BRICK FORM LINER



1B UTILITY BRICK-COLOR 2



4A FIBER CEMENT- COLOR 1



1C UTILITY BRICK-COLOR 3



4B FIBER CEMENT- COLOR 2



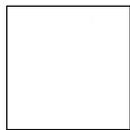
1D UTILITY BRICK-COLOR 4



4C FIBER CEMENT- COLOR 3



2A CAST STONE-COLOR 1



4D FIBER CEMENT- COLOR 4



2B CAST STONE-COLOR 2



4E FIBER CEMENT LAP SIDING-COLOR 1



3A PAINTED PRE-CAST CONCRETE



4F FIBER CEMENT LAP SIDING-COLOR 2



5A PRE-FIN. MTL. CANOPY



5B PRE-FIN. MTL. FRAME



5C PRE-FIN. MTL. BALCONY RAILINGS



5D PRE-FIN. MTL. COPING



6A HIGH EFFICIENCY VINYL WINDOWS



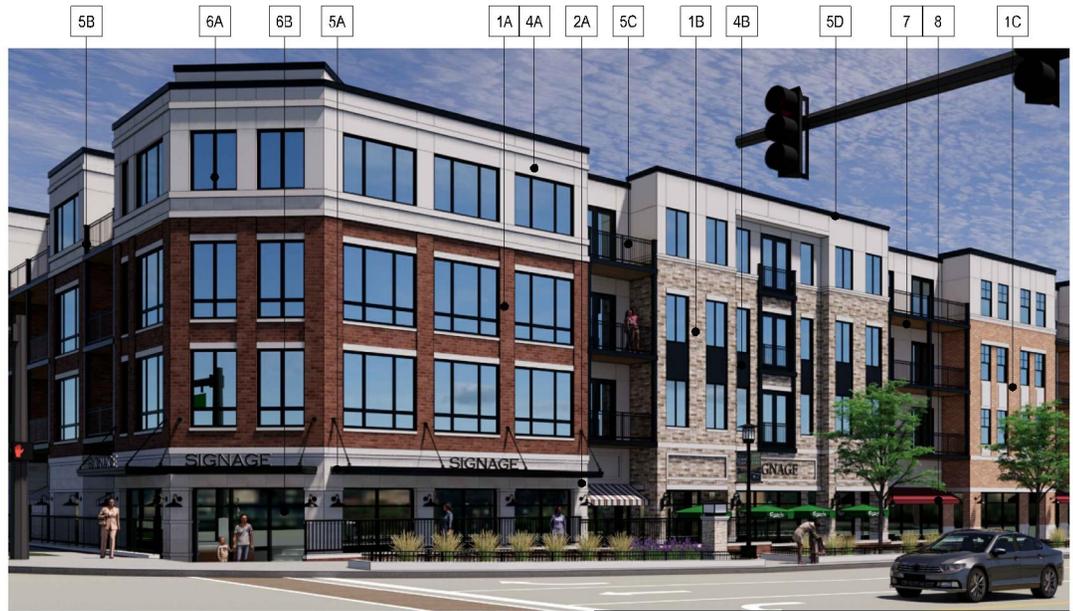
6B THERMALLY BROKEN ALUMINUM STOREFRONT



7 TREX DECKING/SIMILAR



8 FABRIC AWNING



EXTERIOR PERSPECTIVE VIEW SCALE: NTS 1



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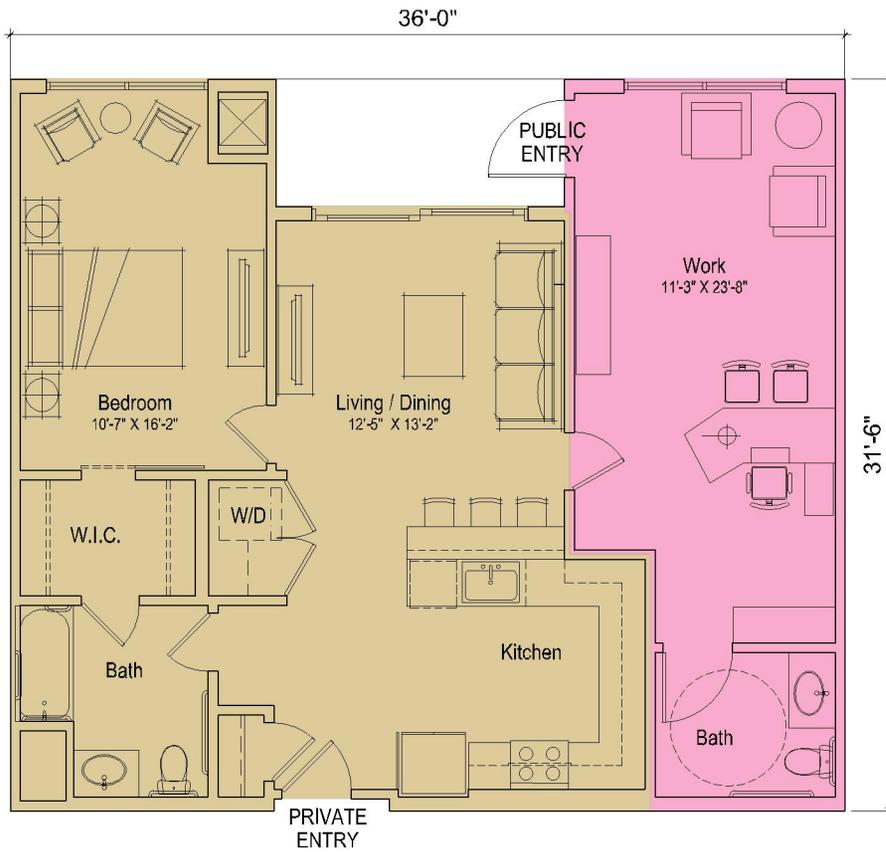


THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

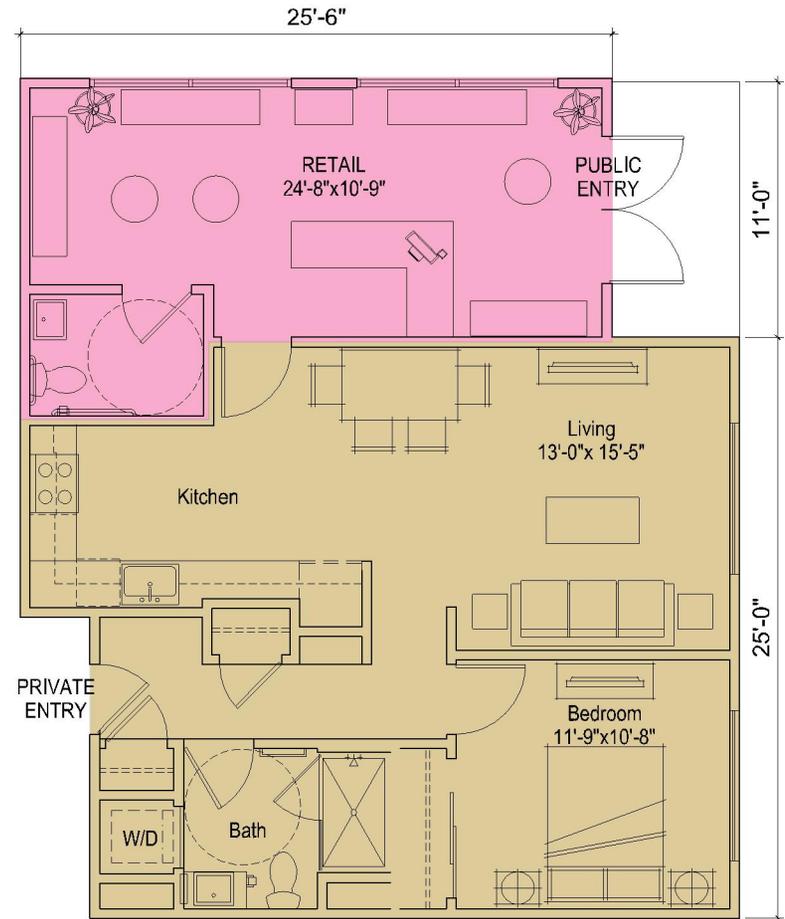
MATERIAL BOARD

A4.0



LIVE/WORK UNIT PLANS

SCALE: 3/16"=1'-0" 1



LIVE/WORK UNIT PLANS

SCALE: 3/16"=1'-0" 2



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THE LISLE
LISLE, IL # 2021-0994

FLOOR PLAN
JANUARY 20, 2023

UNIT PLANS

A5.0



TO: Village Trustees
CC: Kristy Grau, Village Clerk
FROM: Christopher R. Pecak, Mayor
DATE: May 15, 2023
RE: **Return of Resolution 2023-4349**

Please be advised that pursuant to 65 ILCS 5/3.1-40-45 I am returning to you RESOLUTION 2023-4349, A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF FIRST AMENDMENT TO ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC. CONCERNING THE "FAMILY SQUARE" MIXED USE REDEVELOPMENT PROJECT (VILLAGE OF LISLE DOWNTOWN TIF DISTRICT), which I am disapproving (vetoing) in its entirety with the following objections:

1. A one-year extension of the Acquisition Deadline Date to June 30, 2024 is too long given the delays that have already been experienced and given the fact that this is a "pay-as-you-go" funded TIF district. A one-year extension adds to the 18 months delay already experienced and sets the Village back well over two years in terms of TIF increment potential. This reduction in potential necessitates a reduction in the financial assistance to be provided to Developer by approximately \$1.5 million. Instead of a year-long extension, a 60-day extension is reasonable and would be agreeable. Regardless of the views of the Trustees on the remainder of this veto, Trustees are encouraged to insist that the Developer act in a timelier manner in exchange for the substantial incentives it will receive.
2. The reduction in commercial and retail space means fewer Village dollars will be tied to the promotion of retail and commercial uses and as a result less Village dollars will go towards accomplishing the Village's goals to promote economic development and increase employment opportunities. Less retail means less sales tax producing businesses. This is land that is zoned commercial and has been used for commercial purposes for many decades.
3. Public parking will be in a basement garage. Public parking does not belong in the basement.



4. To induce payment of financial assistance from the Village, the Developer has represented that the project is not economically feasible but for the financial assistance from the Village. However, the more the Developer seeks to deviate from the original promise of commercial space the less this project looks like one that satisfies the "but-for" TIF requirement. I have concern that a lawsuit could challenge the existence of the "but-for" requirement in the TIF district.

I recognize that all Village Trustees are desirous of seeking the best outcomes for the Village as we seek to secure a development at the "Family Square" site. In my view, the amendments sought by Developer unacceptably take too much away of what is important to the Village and impair the Village's ability to accomplish its goals. The Village should push back to achieve a fairer outcome and one that is reflective of the substantial financial assistance the Village is making available.

A handwritten signature in blue ink, appearing to be "C. Pecak", is written over a horizontal line.

Mayor Christopher Pecak
Dated: May 15, 2023

CP/

Prepared by and return to:



8 1 0 4 8 5 3 8
Tx:40403008

VILLAGE OF LISLE
925 BURLINGTON AVENUE
LISLE, IL 60532

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
03/01/2022 01:07 PM

PIN: 08-03-426-001
08-03-426-002
08-03-426-003
08-10-206-002

DOCUMENT # R2022-021864

RESOLUTION NO. 2022-4223

A RESOLUTION AUTHORIZING THE APPROVAL AND
EXECUTION OF AN ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC.
CONCERNING THE "FAMILY SQUARE" MIXED USE REDEVELOPMENT PROJECT

(VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)

COMMONLY KNOWN AS
4701 MAIN STREET, LISLE, ILLINOIS 60532
4705 MAIN STREET, LISLE, ILLINOIS 60532
4729 MAIN STREET, LISLE, ILLINOIS 60532

DOCUMENT SUBMITTED WITH
LOW QUALITY / ILLEGIBLE PORTIONS



RESOLUTION 2022-4223

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC. CONCERNING THE “FAMILY SQUARE” MIXED USE REDEVELOPMENT PROJECT (VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)

WHEREAS, the Village of Lisle (the “Village”) is a non-home rule unit of government organized under Article VII (Local Government) of the Illinois Constitution of 1970; and

WHEREAS, the Village is authorized, under the provisions of Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the State of Illinois Constitution, to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law; and

WHEREAS, the Mayor and Board of Trustees of the Village (the “Corporate Authorities”) find that the Village is authorized as follows:

1. To promote the health, safety and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers to achieve these objectives pursuant to the laws of the State of Illinois;
2. To use public funds for public purposes under the provisions of Article VIII (Finance) of the State of Illinois Constitution;
3. To finance redevelopment projects in accordance with and pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (“TIF Act”);
4. To appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village under the applicable provisions of the Illinois Municipal Code (“Code”), including 65 ILCS 5/8-1-2.5 (Expenses for Economic Development), and the TIF Act; and

WHEREAS, on March 2, 2015, the corporate authorities of the Village, pursuant to and in accordance with the TIF Act, established the “Village of Lisle Downtown Redevelopment Project Area” (the “Downtown TIF District” or “TIF District”), which is bounded on the north by Ogden Avenue, on the east by Center Street, on the west by

Main Street and on the south by School Street, by adopting the following ordinances: (i) Ordinance No. 2015-4568 (Approving Downtown Redevelopment Plan and Project); (ii) Ordinance No. 2015-4569 (Designating TIF Financing for Downtown Redevelopment Project Area); and (iii) Ordinance No. 2015-4570 (Adopting TIF Financing for Downtown Redevelopment Project Area) (collectively, "TIF Ordinances"). The TIF District consists of approximately 7.3 acres of land, not including right-of-way property; and

WHEREAS, the Downtown TIF District was established as a "pay-as-you-go" funded TIF district, which means that incremental tax revenues would be used to pay for Village-approved TIF-Eligible Redevelopment Project Costs (as defined below) or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation ("EAV") of the properties within the TIF District, and no bond or other debt financing was issued to pay for eligible TIF-Eligible Redevelopment Project Costs or TIF economic incentives; and

WHEREAS, the Developer has entered into a Contract for Purchase of Real Estate dated as of June 22, 2017, with Ogden Lisle, LLC and Main St. Lisle, LLC, Illinois limited liability companies, collectively referred to as "Seller", (the "Contract"), to acquire fee simple title to a parcel of land located in the northwest corner of the TIF District and bounded on the north by Ogden Avenue, on the east by Spencer Avenue, on the west by Main Street and on the south by School Street, and commonly known as 4701 Main Street and 4705 to 4729 Main Street, Lisle, Illinois (the "Property"). The Property is approximately 2.56 acres. The Property Tax Index Numbers for the Property are identified as follows: (1) PIN 08-03-426-001, (2) PIN 08-03-426-002, (3) PIN 08-03-426-003 and (4) PIN 08-10-206-002 (collectively the "Property PINs"); and

WHEREAS, the Developer proposes to redevelop the Property with a building not to exceed four (4) stories configured as a mixed-use, multi-family development (the "Development") at an approximate construction cost of \$40,700,000.00 and an approximate total development cost of \$59,400,000.00, consisting of approximately: (a) 176 luxury residential apartment units (all such units shall be located above the first floor); (b) 37,000 square feet of first floor retail/commercial space; (c) a five (5) story 554 parking space, multi-level structured parking garage, with 354 spaces to be dedicated for use by the occupants and visitors of the residential apartment units (2.25 spaces per unit), 90 parking spaces within the first floor of the parking garage to be dedicated for public use, 85 parking spaces to be dedicated for employees and owners of the office/retail/commercial tenants, and up to 25 parking spaces to be dedicated for use by American Commercial Bank & Trust, its successors and assigns, and their respective employees, licensees and invitees; (d) provision of outdoor, on-street parking spaces, including required handicapped parking spaces, on Spencer Avenue, Main Street and School Street adjacent to the Development; and (e) other public improvements and public amenities in substantial conformance with the Development's preliminary development plans; and

WHEREAS, the Developer has represented to the Village that, but for certain financial economic incentive assistance payable from the Downtown TIF District Fund

and other zoning and development benefits from the Village, the Development is not economically feasible, and that the Developer will not undertake the Development. The Village and the Developer acknowledge and agree that, but for the TIF District incentives, to be provided by the Village, the Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village; and

WHEREAS, the Corporate Authorities of the Village desire to financially assist the Developer to facilitate the construction and operation of the Development on the Property by approving and entering into an agreement entitled, "ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC. CONCERNING THE "FAMILY SQUARE" MIXED USE REDEVELOPMENT PROJECT (VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)", a copy of which is attached hereto as Exhibit 1 and made part hereof (the "Agreement"); and

WHEREAS, Section 11-74.4-4(r) of the TIF Act (65 ILCS 5/11-74.4-4(r)) provides that "If no redevelopment project has been initiated in a redevelopment project area within 7 years after the area was designated by ordinance under subsection (a), the municipality shall adopt an ordinance repealing the area's designation as a redevelopment project area ... Initiation of a redevelopment project shall be evidenced by either a signed redevelopment agreement or expenditures on eligible redevelopment project costs associated with a redevelopment project." In the event that a majority of the Corporate Authorities of the Village vote to approve to enter into the Agreement and the Mayor is unwilling or unable to sign the Agreement on or before March 2, 2022, the Corporate Authorities of the Village agree to authorize and direct Trustee Winz to sign the Agreement; and

WHEREAS, pursuant to the Agreement, the Developer agrees to actively participate in good faith in all required zoning hearing proceedings and development permit processes and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development; and

WHEREAS, because the Development would not be possible but for the economic assistance promised by the Village in the Agreement, the Village agrees to reimburse the Developer a capped amount not to exceed Five Million Nine Hundred Fifty-One Thousand Eight Hundred and Eighty-Eight and No/100 Dollars (\$5,951,888.00) (the "Principal Amount") plus simple interest at a rate of six percent (6%) per annum (the "Interest Rate"), payable by the Village to the Developer only from the Net Incremental Property Taxes generated by the Development as set forth in Section 4 of the Agreement, subject to the other terms and conditions of the Agreement. The Principal Amount plus interest at the Interest Rate is referred to as the "Maximum TIF Incentive Amount". The Principal Amount was calculated based on ten and two one-hundredths percent (10.02%) of the approximate total development cost of \$59,400,000.00. If the actual total cost to complete the Development is less than \$59,400,000.00, then the Principal Amount will be reduced to an amount equal to ten and two one-hundredths percent (10.02%) of the actual

total cost to complete the Development, as certified by the Village Engineer. If the actual total cost to complete the Development exceeds \$59,400,000.00, as certified by the Village Engineer, there shall be no increase in the above-stated Principal Amount; and

WHEREAS, pursuant to the intergovernmental cooperation powers granted by Article VII, Section 10(a) of the Illinois Constitution of 1970 and the applicable provisions of the TIF Act and the Illinois Municipal Code (65 ILCS 5/8-1-2.5), the Corporate Authorities of the Village of Lisle have determined that it is in the best interests of the Village of Lisle and its residents, businesses, property owners and the public to approve and enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Lisle, DuPage County, Illinois as follows:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Corporate Authorities of the Village of Lisle approve and authorize the execution of an agreement entitled “ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C DEVELOPMENT, INC. CONCERNING THE “FAMILY SQUARE” MIXED USE REDEVELOPMENT PROJECT (VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)” (“Agreement”), a copy of which is attached hereto as Exhibit 1 and made a part hereof. The Board of Trustees authorizes and directs the Mayor and Village Clerk, or their designees, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorizes and directs the Mayor and Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village’s obligations under the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 3: In the event that a majority of the Corporate Authorities of the Village vote to approve to enter into the Agreement and the Mayor is unwilling or unable to sign the Agreement on or before March 2, 2022, the Corporate Authorities of the Village authorize and direct Trustee Winz to sign the Agreement on or before March 2, 2022.

SECTION 4: The Mayor and Board of Trustees of the Village direct the Village Clerk’s Office to forward a certified copy of this Resolution and a fully executed copy of the Agreement to the Developer for record retention purposes.

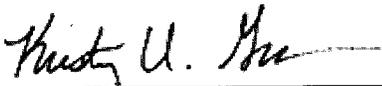
SECTION 5: This Resolution shall be in full force and effect from and after its passage and approval by the Board of Trustees of the Village.

FURTHER, be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of Lisle.

PASSED AND APPROVED by the Village Board of the Village of Lisle on this 31 day of January 2022.

Christopher Pecak, Mayor

ATTEST:



Kristy Grau, Village Clerk



Ayes: Trustees Sadat, Duffy, Mullen and Winz
Nays: Trustees Cawiezel and Grecco
Absent: Mayor Pecak
Abstain: None

Published by the Village Clerk, in pamphlet form, by authority of the corporate authorities of the Village of Lisle on the 31 of January, 2022.

Resolution was vetoed by Mayor Pecak on February 7, 2022

Resolution was reconsidered by the Village Board on February 21, 2022

Motion to reconsider a Resolution Authorizing the Approval and Execution of An Economic Incentive and Tax Increment Allocation Financing Development Agreement Between the Village of Lisle and F&C Development, Inc. Concerning the "Family Square" Mixed Use Redevelopment Project (Village of Lisle Downtown TIF District)

Moved by Trustee Sadat, Seconded by Trustee Winz

Ayes: Trustees Sadat, Winz, Duffy and Mullen

Nays: Trustees Cawiezel and Grecco

Motion approved

By a vote of four to two, the Mayor's veto was overridden. Resolution effective as of January 31, 2022

RES 2022-4223

After Recording Return To:
Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Box 324

Common Address:
4701 and 4705 to 4729 Main Street
Lisle, Illinois 60532

Property Identification Numbers:
08-03-426-001-0000
08-03-426-002-0000
08-03-426-003-0000
08-10-206-002-0000

Final Version dated 1.27.2022

This space for Recorder of Deeds Office use only

**ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE VILLAGE OF LISLE, ILLINOIS

AND

F&C DEVELOPMENT, INC.

**CONCERNING
"FAMILY SQUARE" MIXED USE REDEVELOPMENT PROJECT**

(Village of Lisle Downtown TIF District)

**ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT
(Village of Lisle Downtown TIF District)**

THIS ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT (“Agreement”) is dated the ___ day of _____, 2022 (“**Effective Date**”), and is by and between the **VILLAGE OF LISLE**, an Illinois municipal corporation (“**Village**”) and **F&C DEVELOPMENT, INC.**, an Indiana corporation with its principal corporate office located at One Indiana Square, Suite 3000, Indianapolis, Indiana (“**Developer**”). The Village and the Developer are at times referred to below individually as a “**Party**” and collectively as “**Parties**”.

IN CONSIDERATION OF the below Recitals, the mutual covenants and promises and payment of money as contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. RECITALS:

A. The Village is a duly constituted and existing municipality within the meaning of Section 1 (Municipalities And Units Of Local Government) of Article VII (Local Government) of the 1970 Constitution of the State of Illinois and is a non-home rule municipality as described under Section 7 (Counties and Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the 1970 Constitution.

B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers to achieve these objectives.

C. The Village is authorized, under the provisions of Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the State of Illinois Constitution, to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law.

D. The Village is authorized, under the provisions of Article VIII (Finance) of the State of Illinois Constitution, to use public funds for public purposes.

E. The Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (“**TIF Act**”), to finance redevelopment projects in accordance with and pursuant to the TIF Act.

F. The corporate authorities of the Village are authorized, under the applicable provisions of the Illinois Municipal Code (“**Code**”), including but not limited to the TIF Act and 65 ILCS 5/8-1-2.5 (Expenses for Economic Development), to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village. The “corporate authorities of the Village” means the Mayor and Trustees of the Village and are also referred to at times in this Agreement as the “**Village Board**”.

G. On March 2, 2015, the corporate authorities of the Village, pursuant to and in accordance with the TIF Act, established the “Village of Lisle Downtown Redevelopment Project Area” (the “**Downtown TIF District**” or “**TIF District**”), which is bounded on the north by Ogden Avenue, on the east by Center Street, on the west by Main Street and on the south by School Street, by adopting the following ordinances: (i) Ordinance No. 2015-4568 (Approving Downtown Redevelopment Plan and Project) (together, the “**TIF Plan**”); (ii) Ordinance No. 2015-4569 (Designating TIF Financing for Downtown Redevelopment Project Area); and (iii) Ordinance No. 2015-4570 (Adopting TIF Financing for Downtown Redevelopment Project Area) (collectively, “**TIF Ordinances**”). The TIF District consists of approximately 7.3 acres of land, not including right-of-way property.

H. The TIF District was established as a “pay-as-you-go” funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved TIF-Eligible Redevelopment Project Costs (as defined below) or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation (“**EAV**”) of the properties within the TIF District, and no bond or other debt financing was issued to pay for eligible TIF-Eligible Redevelopment Project Costs or TIF economic incentives.

I. The Developer has entered into that certain Contract for Purchase of Real Estate dated as of June 22, 2017, with Ogden Lisle, LLC and Main St. Lisle, LLC, Illinois limited liability companies, collectively referred to as “**Seller**”, as may be amended from time to time (the “**Contract**”), to acquire fee simple title to a parcel of land located in the northwest corner of the TIF District and bounded on the north by Ogden Avenue, on the east by Spencer Avenue, on the west by Main Street and on the south by School Street, and commonly known as 4701 Main Street and 4705 to 4729 Main Street, Lisle, Illinois, which is legally described in Exhibit “A” attached hereto (the “**Property**”). The Property is approximately 2.56 acres. The Property Tax Index Numbers for the Property are identified as follows: (1) PIN 08-03-426-001, (2) PIN 08-03-426-002, (3) PIN 08-03-426-003 and (4) PIN 08-10-206-002 (collectively the “**Property PINS**”).

J. The Developer proposes to redevelop the Property with a building not to exceed four (4) stories configured as a mixed-use, multi-family development (the “**Development**”) at an approximate construction cost of \$43,400,000.00 and an approximate total development cost of \$59,200,000.00, consisting of approximately: (a) 176 luxury residential apartment units (all such units shall be located above the first floor, unless the corporate authorities of the Village, in their sole discretion, approve a zoning code text amendment and a special use permit to allow residential dwelling units to be located on the first floor after the required public hearing is held by the Lisle Planning and Zoning Commission and the Commission issues its recommendation); (b) 37,000 square feet of first floor retail/commercial space; (c) a five (5) story 554 parking space, multi-level structured parking garage, with 354 spaces to be dedicated for use by the occupants and their visitors of the residential apartment units (2.25 spaces per unit), 90 parking spaces within the first floor of the parking garage to be dedicated by a plat of dedication or a permanent easement for public use (form and content of plat or easement to be approved by the Village Attorney), 85 parking spaces to be dedicated for employees and owners of the office/retail/commercial tenants, and up to 25 parking spaces to be dedicated for use by American Commercial Bank & Trust, its successors and assigns, and their respective employees, licensees and invitees; (d) outdoor, on-street parking spaces to be constructed on Spencer Avenue (approximately 13 public parking spaces), on Main Street (current public parking spaces to remain) and on School Street (current public parking spaces to remain); and (e) other public improvements and public amenities in substantial conformance with the preliminary development plans prepared by ktgy Architects and dated December 21, 2021, consisting of: (i) Design Concept Plan (EXHIBIT B.1.); (ii) Site Plan (EXHIBIT B.2.); (iii)

Building Elevations and Exterior Building Materials List (color, material type, etc.) (EXHIBIT B.3.); (iv) Floor Plans – Residential Units and Related Areas (EXHIBIT B.4.); (v) Floor Plans – Commercial Units and Related Areas (EXHIBIT B.5.); (vi) Landscape Plan (EXHIBIT B.6.); (vii) Outdoor Retail Area Plan (perimeter sidewalk areas, outdoor café areas, community gathering area, etc.) (EXHIBIT B.7.); (viii) Exterior Signage Plan (EXHIBIT B.8.); (ix) Exterior Lighting Plan (EXHIBIT B.9.); (x) On-Site and Off-Site Storm Water Drainage Plan (EXHIBIT B.10.); (xi) On-Site and Off-Site Infrastructure Plan (On-Street Parking, sidewalks, etc.) (EXHIBIT B.11.); Parking Garage Elevations and Parking Garage Plans (Parking Deck Floor, Parking Space / Driveway Aisle Sheets), (EXHIBIT B.12.); (xii) Project Schedule (Exhibit “D”); and (xiii) Development Budget (Exhibit “H”); which are attached hereto as **Exhibit “B”** (the “**Preliminary Development Plans**”). The on-street and off-street parking plans shall include at least the minimum number of handicapped parking spaces required by the Village Code. The Development will be compliant with applicable bulk and height restrictions under the Village’s B3-A Zoning District. The Developer acknowledges that the Village’s approval of the Preliminary Development Plans and the Final Development Plans (as defined below) shall take into consideration the design concepts and guidelines of the Downtown Lisle Master Plan adopted January 21, 2019.

K. The Developer agrees to apply for all required zoning and development permit approvals from the Village and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development in conformance with the Preliminary Development Plans, as amended by any Village-approved zoning relief and development entitlements and any approval conditions and requirements imposed by other governmental oversight agencies. The Developer agrees to actively participate in good faith in all required zoning hearing proceedings and development permit processes and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development.

L. The corporate authorities of the Village approve the attached Preliminary Development Plans for purposes of encouraging the Developer to proceed with the necessary land acquisition, project financing and zoning entitlement activities relative to the Development. The corporate authorities of the Village further agree to consider the approval of all reasonably required zoning and development approvals in regard to the Property in order to allow the Developer to construct the Development as proposed by and in substantial conformance with the Preliminary Development Plans, provided that the Developer applies for and actively participates in, and uses commercially reasonable efforts to secure, all required zoning and development permit approvals from the Village and all other permits and approvals from other governmental oversight agencies. The corporate authorities of the Village will not unreasonably deny any requested zoning relief that is consistent with the terms of this Agreement after completion of the required public hearing process. The Village approval of the Preliminary Development Plans is not a final project approval and does not entitle the Developer to receive a site development permit or a construction permit for the Development. Following Substantial Completion (as defined below), the Developer intends to own and operate the Development for a period of at least ten (10) years (subject to the Developer’s right to sell, lease or enter into a management agreement for a portion of the commercial component(s) of the Development to or with a third party, as more particularly described in **Subsection 3(A)**).

M. To receive a site development permit or a construction permit for the Development, the Developer is required to submit and obtain the approval of the corporate authorities of the Village of a set of Final Development Plans, which shall incorporate and account for the Village-approved zoning relief after the required public hearing(s) are completed, including consideration of any

recommendation issued by the advisory Village Planning and Zoning Commission and public input, the Village plan review comments, the Village Engineer review comments and all required amendments issued by any other governmental authority with jurisdiction over the Development.

N. The corporate authorities of the Village desire to financially assist the Developer, pursuant to and in accordance with this Agreement, the TIF Ordinances, the Code and the TIF Act, to facilitate the construction and operation of the Development on the Property.

O. The Property PINS shall be used to track the incremental tax revenues that are generated by the Development for purposes of paying an economic incentive to the Developer to encourage and facilitate the construction of the Development. Unless otherwise authorized by the corporate authorities of the Village in writing, the incremental tax revenues that are generated from all other properties located within the TIF District will not be used to pay any economic incentive payable to the Developer under this Agreement, as such incremental revenues shall be reserved for the payment of TIF-Eligible Redevelopment Project Costs that are necessary to encourage and facilitate other redevelopment projects or infrastructure improvement projects within the TIF District.

P. The Development of the Property is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project.

Q. The Village has complied with or will comply with all notice procedures with respect to entering into and performing under this Agreement.

R. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to clear the blighting factors and other unfavorable characteristics of the TIF District, to promote the health, safety and welfare of the Village and its residents, to prevent the spread of those blighting conditions and other unfavorable characteristics in the TIF District, to encourage further private investment and development and promote economic development within the Village, to enhance the Village's tax base, to increase employment opportunities for Village residents, and to enhance the future tax revenues for those taxing bodies who levy against the Property, and within the TIF District.

S. The Developer has represented to the Village that, but for the financial assistance and other benefits from the Village as detailed herein, the Development is not economically feasible, and that the Developer will not undertake the Development. The Parties acknowledge and agree that but for the TIF incentives, to be provided by the Village, the Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village.

T. The Village has determined that it is desirable and in the Village's best interests to assist the Developer in the manner set forth herein and as this Agreement may be supplemented and amended; and the Village, in order to stimulate and induce development of the Property, has agreed to finance certain TIF-Eligible Redevelopment Project Costs through the incremental property taxes generated by the Development, all in accordance with the terms and provisions of the TIF Act and this Agreement.

U. The foregoing Recitals are incorporated herein and made a part of this Agreement.

SECTION 2. MUTUAL ASSISTANCE.

A. Documents. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the Village's adoption of such ordinances and resolutions, as may be reasonably necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions and intent.

B. Revocation or Amendment. The Village shall not revoke or amend the TIF Plan and Project, this Agreement or the TIF Ordinances, if any such revocation or amendment would prevent, reduce, alter or otherwise impair the expenditure of TIF funds to support the Development of the Property as obligated in this Agreement.

C. Governmental Approvals. The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any and all appropriate governmental bodies (whether federal, state, county or local), other than the Village, all necessary permits, entitlements and approvals, required or useful for the improvement of the Property and construction and operation of the Development, or for the provision of services to the Property, including, without limitation, federal or state grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities, and storm water drainage facilities.

D. Village Approvals. The Village shall issue all permits and approvals necessary for the Development of the Property including, without limitation, plats, building and other permits, and certificates of occupancy (collectively, the "**Village Permits**"), provided that the Developer submits all petitions and applications for such Village Permits, pays all fees required under applicable Village ordinances, standards, rules and regulations, and all the plans and work related to the Development conform to the applicable federal, State and local laws, codes and regulations, and the Developer complies with the terms of this Agreement.

E. Extension of Deadlines. Each of the deadlines, submittal dates or any other action dates set forth in this Agreement may be extended at any time (i.e., before or after the expiration of the deadline) by mutual approval of the Parties, in their respective sole discretion, by the adoption of an addendum to this Agreement.

F. Defense of TIF District. If an action is filed before a court of competent jurisdiction or any governmental agency to challenge the legitimacy of the TIF District and/or the TIF Plan, the Village will, at its cost and expense, defend the integrity of the TIF District and the TIF Plan. The Developer will fully cooperate with the Village in connection with the foregoing without cost to the Developer. The Village will cooperate in good faith with the Developer in any defense of litigation that attacks the validity of this Agreement, subject to the indemnification provision below.

SECTION 3. DEVELOPER'S OBLIGATIONS.

A. Property Acquisition. The Developer has entered into the Contract, and, subject to the terms and conditions of this Agreement, intends to acquire fee simple title to the Property on or before **June 30, 2023** (the "**Acquisition Deadline Date**"). The closing date at which the Developer obtains fee simple title to the Property is referred to as the "**Acquisition Date**". If the Developer does not acquire

fee simple title to the Property by the Acquisition Deadline Date, this Agreement may be terminated by either Party upon delivery of written notice to the other Party within sixty (60) calendar days of the expiration of the Acquisition Deadline Date but prior to the Acquisition Date without any liability to either Party, or the Acquisition Deadline Date may be extended by mutual written agreement of the Parties. The Developer anticipates selling a portion of the Development, consisting of approximately 32,000 square feet of the retail / commercial space, to an unrelated third-party office and retail operator and manager, which may be Elevate Office Suites and/or its affiliates; provided that, in lieu of such a sale, the Developer may lease to or enter into a management agreement with such third-party operator and manager (whether Elevate Office Suites or otherwise). For the avoidance of doubt, nothing in this Agreement shall obligate the Developer to sell, lease or enter into a management agreement for such retail / commercial space.

B. Preliminary Development Plans; Final Development Plans; Zoning; Permits.

1. **Preliminary Development Plans.** The Preliminary Development Plans contain the preliminary plans for the completion of the Development by the Developer and for which the Developer shall apply for and seek to procure all of the necessary Village and other governmental planning, zoning, development and permit approvals. The Preliminary Development Plans shall be reviewed by Village staff, the Village Attorney, the Village Engineer and other Village consultants (collectively, the “**Village Staff**”) as part of the Village development plan review process and shall be returned to the Developer for updating and corrections to comply with the Village Staff’s development plan review comments and requirements.
2. **Final Development Plans; Development Plan Review Process; Modifications.** The final version of the Preliminary Development Plans (the “**Final Development Plans**”) shall be stamped by a licensed engineer or signed by a licensed architect. After obtaining the necessary Village and other governmental planning, zoning, development and permit approvals, the Developer shall submit a set of the Final Development Plans to the Village for final Village Board approval any time after the approval date of this Agreement. Upon submission to the Village, the Final Development Plans shall be reviewed by the Village Staff as part of the Village final development plan review process and the Final Development Plans shall be returned to the Developer for updating and corrections to comply with the Village Staff’s plan review comments and requirements. The Developer may re-submit updated Final Development Plans to address the Village Staff’s plan review comments and requirements. If the Developer objects to any of the Village Staff’s plan review comments and requirements, the Developer may file a written request with the Village Board seeking approval of a modification(s) to the Village Staff’s plan review comments and requirements, which may or may not be granted by the Village Board, in its sole discretion, at an open public meeting. The Final Development Plans, at a minimum, shall consist of final versions of: (a) Design Concept Plan; (b) Site Plan; (c) Building Elevations and Exterior Building Materials List (color, material type, etc.); (d) Floor Plans – Residential Units and Related Areas; (e) Floor Plans – Commercial Units and Related Areas; (f) Landscape Plan; (g) Outdoor Retail Area Plan (perimeter sidewalk areas, outdoor café areas, community gathering area, etc.); (h) Exterior Signage Plan; (i) Exterior Lighting Plan; (j) On-Site and Off-Site Storm Water Drainage Plan; (k) On-Site and Off-Site

Infrastructure Plan (Parking Garage Elevations and Parking Garage Plans (Parking Deck Floor, Parking Space / Driveway Aisle Sheets), On-Street Parking, sidewalks, etc.); and (l) such other plans and documents required for the construction by the Developer.

3. **Reimbursement of Village Costs.** Upon request by the Village from time to time, the Developer shall reimburse the Village for all reasonable, out-of-pocket fees, costs and expenses incurred by the Village in the course of preparing, approving and carrying out this Agreement, including but not limited to consultants' fees, attorneys' fees and engineer's fees. The Developer shall pay all undisputed amounts within thirty (30) calendar days after request therefor. To the extent applicable, the Developer may seek reimbursement of such payments as TIF-Eligible Redevelopment Project Costs. The Developer's obligations under this Subsection shall survive the termination of this Agreement.
4. **Zoning Relief and Development Entitlements.** The Village Board agrees to consider approval of all required zoning relief and development entitlements in regard to the Property, after the required zoning hearing proceedings are conducted, to allow the construction and operation of the Development based on the Preliminary Development Plans (collectively the "**Zoning Relief**"), including the following:
 - a. Final Development Plans, after the same are updated to conform to the Village-approved zoning relief, the Village Staff plan review comments and requirements, and all amendments required by any other governmental authority with jurisdiction over the Development.
 - b. Plat of consolidation and/or plat of subdivision.
 - c. Such other zoning relief and development entitlements, as identified by the Village Staff's plan review process, other governmental jurisdictions' plan review and permit review and approval processes, and the Village zoning hearing process, required for the construction and operation of the Development.
5. **Village Approval of Final Development Plans.** The Final Development Plans are subject to approval by the corporate authorities of the Village, and further amendments and/or refinements to those Final Development Plans, based upon development plan reviews conducted by the Village Staff and the Village Board's approval of the Zoning Relief. The Final Development Plans shall be approved by the Village Board within sixty (60) calendar days of their submittal to the Village, provided that the Final Development Plans incorporate the Village Staff plan review comments and requirements, include the approved Zoning Relief and substantially conform to the Preliminary Development Plans. The Final Development Plans may be approved in advance of the completion of the other governmental jurisdictions' plan review and permit review and approval processes, but in such case the Village's issuance of a site development permit and/or a construction permit may be delayed or conditioned upon the completion of the other governmental jurisdictions' plan review and permit review and approval processes. Village Board approval of the Final Development Plans is a pre-condition for approval and issuance of a Village site development permit or a Village construction permit for the Development. After Village Board approval, the Final Development Plans shall be attached to and incorporated into this Agreement as **Exhibit "C"** and shall not be subject to material

modification unless the Village Board agrees to such changes, which can be withheld in its discretion. Minor modifications may be made to the Final Development Plans, as approved by the Village Engineer, during the construction process in order to complete the Development, provided that such modifications: (a) are materially consistent with the approved Final Development Plans; (b) are in conformity with all applicable laws and ordinances; (c) do not result in the Final Development Plans containing structurally flawed elements; (d) do not materially impact the exterior materials and/or exterior architectural designs included in the Final Development Plans; (e) were not rejected by the Village during the design phase of the Development; and (f) are necessary for the Developer to complete and open the Development, or any portion thereof, within the applicable portion of the Project Schedule (as defined below). The Developer shall be obligated to construct the Development in “substantial conformance” with the Village-approved Final Development Plans and the Village-approved Zoning Relief.

6. **Site Development and Construction Permits.** The Developer shall submit a Village site development permit application and/or a Village construction permit application within two hundred ten (210) calendar days of the Village Board’s approval of the Final Development Plans. If a site development permit application is submitted first, then the Developer shall submit a construction permit application to the Village within two hundred ten (210) calendar days of the Village Board’s approval of the Final Development Plans. The Village Building Officer shall approve such applications within thirty (30) calendar days of submittal, provided that the site development permit application and/or a construction permit application is complete and payment of all required Village Fees (as defined below) and other governmental oversight jurisdiction permit fees (e.g., DuPage County) have been made. A Village site development permit allows for the commencement of on-site and off-site infrastructure work (e.g., demolition work, site grading, utility relocation and/or installation, excavation of foundations, etc.) in advance of the actual construction of the buildings of the Development. The Village construction permit allows for the construction of the below grade and above grade improvements, buildings and other structural components of the Development (e.g., concrete footings, caissons, foundations, buildings, sidewalks, etc.).
7. **Development – Prior to Property Acquisition or Issuance of Permits.** No construction, improvement or development of any kind by the Developer shall be permitted on any portion of the Property unless and until: (a) the Developer acquires title to the Property; and (b) the Developer has been issued either a Village site development permit or a Village construction permit. Further, no occupancy of the Development may occur prior to the issuance of a certificate of occupancy.
8. **Development – Failure to Complete.** In the event that the Developer fails to complete the Development on or prior to the Substantial Completion Date (as defined below), or fails to comply with the Project Schedule, in either case, subject to Force Majeure (as defined below), and such failure continues for more than thirty (30) calendar days after notice thereof by the Village to the Developer, then:

- a. The Village, by delivery of written notice to the Developer, may require the Developer to submit, within fifteen (15) calendar days, a plan pursuant to which the Developer will: (i) avoid falling further behind the dates set forth in the Project Schedule; and (ii) complete construction of the Development in accordance with the Project Schedule, as modified to reflect the "catch-up" plan (a "**Catch-Up Plan**"), for approval by the Village, which approval shall not be withheld unreasonably provided that the Catch-Up Plan has been approved by the Developer's construction lender (the "**Project Lender**"). At such time as the Village has approved a Catch-Up Plan, the Developer shall use commercially reasonable efforts to implement, and diligently pursue and complete, the activities of the Catch-Up Plan.
 - b. If the Developer fails to timely: (i) submit a Catch-Up Plan to the Village that has been approved by the Project Lender, or (ii) implement or complete the Catch-Up Plan, which failure continues for more than thirty (30) calendar days; then the Developer shall be deemed to be in default under the Catch-Up Plan and the Village shall have the right, but not the obligation, pursuant to the terms and conditions of the Tri-Party Agreement (as defined below), to hire a replacement contractor to complete the Public Improvements ("**Default Work**") and shall have the right to use the Developer's Security (as defined below) and/or, subject to and in accordance with the terms and conditions of the Tri-Party Agreement, the proceeds of the construction loan from the Project Lender (the "**Project Loan**") to pay the contractor to complete such Default Work. Upon such a default by the Developer, subject to and in accordance with the terms and conditions of the Tri-Party Agreement, the Project Lender will have the right, but not the obligation, to exercise and perform the Developer's rights and obligations under this Agreement, including the hiring of a replacement contractor to complete the Default Work and/or to complete the Development. If the Village elects to complete the Default Work, then the Developer shall be obligated to pay, or to reimburse the Village for, all costs and expenses of completing such work that are in excess of the proceeds of the Project Loan and the Developer's Security.
 - c. The Developer shall be responsible for all costs and expenses to prepare and implement and complete the Catch-Up Plan.
 - d. The rights and remedies set forth in this Subsection shall be the sole remedies available to the Village for the failures specified in this Subsection; provided that the Village shall have: (i) the remedy of specific performance to enforce the obligations of Developer pursuant to the terms and conditions of this Subsection; and (ii) the right to recover from the Developer all costs and expenses, including reasonable attorney fees, incurred by the Village in connection with exercising its rights and remedies under this Subsection, together with interest at the rate of eight percent (8%) per annum.
9. **Development – Completion Per Final Development Plans and Applicable Codes.** From and after the acquisition of the Property, the Developer, at its cost, will undertake demolition, site preparation and grading, repair and install public

infrastructure, repair and install private site infrastructure, repair and install site improvements, undertake building construction, and perform other improvements necessary for construction and operation of the Development, all as detailed in the approved Final Development Plans and pursuant to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Subsection, the Developer shall construct the Development on the Property in substantial compliance with the Final Development Plans, as prepared by the Developer (or its consultants) and approved by the Village Board.

10. **Environmental.** The Developer acknowledges and understands that past environmental testing on the Property revealed the existence of certain contaminants. The Developer shall be responsible, at its sole cost, for remediating any environmental contamination present on the Property in compliance with the Illinois Environmental Protection Agency's ("IEPA") Tiered Approach to Corrective Action Objectives and obtaining an IEPA-issued No Further Remediation Letter, if required by the IEPA. The Developer's failure to comply with this Subsection shall relieve the Village of any obligation to reimburse the Developer's TIF Eligible Redevelopment Project Costs (as defined below) pursuant to **Section 3(K) and Section 4 below**.
11. **Building Certification.** The Developer agrees to construct the Development using certain required construction techniques and certain specific construction materials, so that, upon completion, the Development will be eligible to apply for a LEEDS or NGBS Silver certification. The Developer agrees to document the use of such necessary construction techniques and materials and to apply for and take all commercially reasonable actions to obtain a LEEDS or NGBS Silver certification for the Development.
12. **Damage to Public Improvements and Off-Site Improvements.** To the extent that the Developer or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Property as part of the construction of the Development, the Developer agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials. As part of the final stage of completion of the Development, the Developer agrees to re-pave with asphalt the western half of Spencer Street from Ogden Avenue to School Street, and, to the extent damaged by the Developer's construction activities, the Developer agrees to re-pave with asphalt the eastern half of Spencer Street from Ogden Avenue to School Street.
13. **Construction Standards for Building; Noise Mitigation; Commercial Hours.** When designing the Development, the Developer agrees to consider using commercial building construction standards and typical commercial building construction materials, including steel and metal trusses, to provide for clear spanning between support columns so that there is flexibility and adaptability in design and configuration of the areas reserved for commercial / retail uses and to be sufficient to hang mechanical equipment, lighting, signage and fixtures. Between the first floor and the second floor of the mixed use building, the Developer agrees to consider installing commercially available noise mitigation materials to minimize the impact of sounds generated by the commercial / retail

users on the residential occupants. The residential tenants should expect that the commercial uses will operate within the Development on a daily basis.

14. **Storage Areas for Residential Occupants.** The Developer agrees to provide individual storage areas (e.g., metal lockers or cages) for use by its residential occupants within the Development for storage of personal property such as luggage, bikes and other recreational equipment. The location and dimensions of the storage areas will be shown by the Developer on the Final Development Plans.

C. **Commencement and Completion of Construction.** The Developer intends to commence site improvement or construction work on the Development not more than **two hundred forty (240) calendar days** after the Village Board's approval of the Final Development Plans (the "**Anticipated Commencement Date**"), subject only to Force Majeure. The date the Developer receives a Village site development permit or a Village construction permit authorizing work to proceed on the Development, or any part thereof, shall be the "**Commencement Date**". Construction of the Development shall substantially comply with, and the Development shall be substantially completed in accordance with, the timeframes outlined on Developer's construction schedule, attached hereto as **Exhibit "D"** and incorporated herein (the "**Project Schedule**"), but **not later than twenty-four (24) months after the Commencement Date**, subject to Force Majeure, with the actual date of Substantial Completion being the "**Substantial Completion Date**". "**Substantial Completion**" or "**Substantially Completed**" shall mean that the residential component of the Development is eligible to receive a temporary certificate of occupancy, and the public improvements are completed to the Village's dedication standard, to the extent applicable to such public improvements. The Developer, at its cost, shall prepare and provide to the Village Manager one (1) paper copy and one (1) electronic copy of the "As-Built" Final Development Plans at the time of issuance of the occupancy permit.

D. **Estimated Development Costs; Financing; Construction Budget.**

1. **Estimated Development Costs and Construction Budget.** Based on the Preliminary Development Plans, the "**Estimated Development Costs**" to develop, construct and complete the Development is \$59,200,000.00. The Developer shall deliver to the Village a letter from a licensed architect, which may be the Developer's or its affiliate's in-house architect, certifying to the Village that, to such architect's knowledge following reasonable investigation and inquiry, the Estimated Development Costs will not be less than \$59,200,000.00.
2. **Development Financing.** The Developer shall secure fully executed construction financing term sheets and loan obligations acceptable to the Village and sufficient to provide the funds to Substantially Complete the Development, including firm evidence of bank financing substantially consistent with the financing commitment letter attached hereto as **Exhibit "G"**, or otherwise reasonably satisfactory to the Village. The Developer's financing commitments shall be sufficient to cover the equity and debt financing, including the Developer's Security, to Substantially Complete the Development. In the event the Developer is unable to provide the Village with written evidence of the Development financing sufficient to Substantially Complete the Development

within the time frame set forth in this Agreement, the Village may, exercising its sole discretion, terminate this Agreement and all of the Parties' rights, duties and obligations thereunder without any liability to the Developer.

3. **Operating Budget.** Based on the Development, the Developer has prepared an Operating Budget, which includes the estimated annual revenues and annual expenses related to the operation of the Development (e.g., projected rents, public utility costs, waste removal costs, insurance, annual and seasonal maintenance costs, long-term maintenance costs, property taxes, etc.) and the lender financing to be utilized by the Developer to finance any of the operational costs of the Development. A copy of the "Operating Budget" is attached hereto as **Exhibit "H"**.

E. Use of the Development. The Developer shall own and operate the Development consistent with all applicable municipal, state and federal laws, ordinances, rules and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes and life safety codes of the Village. Notwithstanding anything to the contrary in this Agreement, if the commercial/retail space along Spencer Street and School Street becomes unsuccessful, as reasonably determined by the Developer, then, at any time after thirty-six (36) months after Substantial Completion, the Developer may convert all or any portion of such space to residential live/work units, provided that such conversion and use is in compliance with all applicable municipal, state and federal laws, ordinances, rules and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes and life safety codes of the Village. If a text amendment to the Village's zoning ordinance and other zoning relief, such as a special use permit, is required to convert all or any portion of such space to residential live/work units, then the Developer will be required to file a zoning application requesting such text amendment and zoning relief, and approval of such zoning application will be in the sole discretion of the corporate authorities of the Village after the required public hearing is held by the Lisle Planning and Zoning Commission and the Commission issues its recommendation.

F. Prohibited Uses. This Agreement includes a "Prohibited Uses" for the Property, attached hereto as **Exhibit "I"** and made part hereof, which are uses that are not allowed to locate and operate at the Property or as part of the Development, and which are in addition to those prohibitions on land uses as set forth in the Village Zoning Code, unless a waiver is granted by the Village's corporate authorities, in their sole discretion. In consideration of the Village's obligations under this Agreement, the Developer agrees to record a restrictive covenant or other similar instrument, in favor of the Village, consistent with the terms of this Subsection, which restrictive covenant or other similar instrument shall be in form and substance reasonably satisfactory to the Village and the Developer (the "**Restrictive Covenant**").

G. Assessed Value and Tax Rate. The Developer shall timely pay when due all real property taxes associated with the Developer Property. The Developer, its successors and assigns shall not petition, challenge or otherwise appeal the applicable property tax rate or assessed value during the term of this Agreement without the express written consent of the Village and only in the event that there is a clerical error or mistake made by the assessing authority.

H. Conversion of Real Property to Tax Exempt Status is Prohibited; Covenant of Title. During the Term (as defined below) of this Agreement, while the TIF Incentive is being paid to the Developer or its assignee or successor in interest, the Developer, and its tenants, occupants, lessees,

assignees and successors in interest, shall not be permitted to apply for an exemption from real estate taxes for the Property or any portion thereof. During the Term of this Agreement, the Restrictive Covenant shall restrict and prohibit the owner(s), tenants, managers, and others having an interest in the Property or the Development from applying for or receiving any real estate tax exemption. The Restrictive Covenant shall provide the right by the Village to enforce, at the expense of the owner of the Developer, such restriction and prohibition, including, without limitation, seeking injunction and other equitable relief.

I. Final Inspections and Approvals. When the Developer determines that the Development has been Substantially Completed, the Developer will request inspection, approval and, as appropriate, acceptance of the Development by the Village. The notice and request must be given no less than ten (10) calendar days in advance to allow the Village adequate time to inspect the Development and to prepare a punch list of items requiring repair or correction in order to be in compliance with the Permits and Plans. The Developer will promptly make all necessary repairs and corrections as specified on the punch list. The Village will not be required to approve or accept the Development until the Development, including without limitation all punch list items, has been fully and properly completed in accordance with this Agreement, the Plans, the Permits, and the Village's codes, rules and regulations, as amended, in all material respects.

J. Village Fees. The Developer shall pay all fees to the Village for the Development, including, without limitation, permit fees, inspection fees, impact fees, review fees and tap-on fees, as provided by Village ordinance, rule or regulation, as amended ("**Village Fees**"). Based on the Estimated Development Costs, and the current Village Code provisions, the Developer shall pay the following to the Village or the appropriate taxing entities: (a) Zoning Application Fees; (b) Building Permit Fees; (c) Fees charged by other governmental jurisdictions (i.e., County); (d) Inspection Fees; (e) Contribution / Impact Fees for: (i) School District and (ii) Park District; (f) Garfield Basin Stormwater Basin Detention Fees; (g) Village Water Tap-On Fees; (h) Village Sewer Tap-On Fees; and (i) Village Plan Review fees: to be determined based on number of hours spent conducting plan review.

K. TIF Incentive; Schedule and Certification of Reimbursable TIF-Eligible Redevelopment Costs; Quarterly Status Reports and Accounting Statements; Developer Funds.

1. TIF Incentive; Schedule of TIF-Eligible Redevelopment Costs. The Village agrees to pay to the Developer an economic incentive for the completion and operation of the Development in accordance with **Section 3(K) and Section 4** of this Agreement, which incentive shall be payable only from Net Incremental Property Taxes (as defined below). The Net Incremental Property Taxes shall be used to pay eligible Redevelopment Project Costs, as that term is defined in the TIF Act, actually incurred and documented relative to the Development by the Developer, which costs are listed by line item on **Exhibit "J"** (the "**Schedule of TIF-Eligible Redevelopment Project Costs for the Development**"). The actual costs incurred by the Developer for each category of TIF-Eligible Redevelopment Project Costs identified in **Exhibit "J"** may vary, and one or more of those categories may exceed the listed line-item dollar amount, provided that the total cost of the TIF-Eligible Redevelopment Project Costs that are paid to the Developer shall not exceed the Maximum TIF Incentive Amount (as defined below).
2. Project Completion to be Eligible to Receive TIF Incentive. Within thirty (30) calendar days after receipt of a written request from the Developer for issuance

of a certificate of Project Completion (the “**Certificate of Project Completion**”), and provided that the Developer has not received any notice of default under this Agreement or notice of non-compliance with any Village codes with respect to the Developer’s construction obligations, any of which have not been cured, the Village shall review the request and status of completion of the Project and shall issue a Certificate of Project Completion or, if not complete or satisfied, a written statement with reasonable detail as to what deficiencies exist. The Developer shall obtain a Certificate of Project Completion, subject to Force Majeure, no later than twenty-four (24) months after the Commencement Date. Upon issuance of a Certificate of Project Completion, the Developer will be eligible to apply for and receive the TIF Incentive, subject to the provisions of this Agreement.

3. Certification of Reimbursable TIF-Eligible Redevelopment Project Costs. Once the Certificate of Project Completion is issued by the Village, the Developer shall submit to the Village Manager and the Village Engineer the attached form entitled “Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs”, attached hereto as **Exhibit “K”**, certifying the costs incurred in connection with the Development which are reimbursable under the TIF Act and this Agreement; provided, however, that in no event shall such reimbursement exceed the Maximum TIF Incentive Amount. Certificates of TIF-Eligible Reimbursable Redevelopment Project Costs shall be accompanied by expenditure summaries for the Development, as prepared and certified by the Developer, with appropriate supporting documentation, as deemed reasonably necessary by the Village.
4. Certification of Development Costs and Construction Budget. Periodically during construction, whether monthly, quarterly or otherwise, the Developer shall submit to the Village Manager and the Village Engineer an update to the Estimated Development Costs (the “**Updated Development Costs**”), together with copies of all documentation evidencing actual expenditures of TIF-Eligible Redevelopment Project Costs, including but not limited to sworn statements, lien waivers and construction contracts that may be requested by the Village.
5. Process for Reimbursement. To assert its right of reimbursement for TIF-Eligible Redevelopment Project Costs, the Developer shall submit to the Village Manager and Village Engineer a completed “Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs” substantially in the form set forth on **Exhibit “K”** with such supporting documentation as may be reasonably requested by the Village (including, without limitation, lien waivers, paid invoices, financing statements or evidence of wire transfers) verifying the TIF-Eligible Redevelopment Project Costs that the Developer has incurred and paid in connection with the Development, so as to permit the Parties to establish the total TIF-Eligible Redevelopment Project Costs for which the Developer is requesting, or will request, reimbursement, for approval by the Village. The Developer may submit such Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs concurrently with the submission of periodic Updated Development Costs pursuant to **Subsection 3.K.3.** above.
 - a. The Village Manager shall have sixty (60) calendar days, after receipt of such information from Developer, to recommend approval or disapproval, in writing, to the Village of such Certificate of Reimbursable

TIF-Eligible Redevelopment Project Costs and, if recommending disapproval of the same, to provide to the Developer in writing, fourteen (14) calendar days prior to proposed action by the Village Board, a detailed explanation as to why such Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs should be disapproved in whole or in part. Only those items of such Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs that are disapproved shall be withheld until the disapproved items are resolved, with the balance of such Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs being approved as set forth in this Agreement.

- b. In the event the Village Manager denies such Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs, in whole or in part, the Village Manager shall notify the Developer in writing within ten (10) calendar days after such determination, specifying with reasonable detail the item(s) denied and the reason therefor. The Developer shall have the right to cure the cause of the denial and resubmit the Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs, detailing the action taken to cure the basis for denial. In the event the resubmission is denied, the Developer may appeal to the Village Attorney and the Village President, who shall meet and confer with the Developer to attempt to resolve the basis for the denial. If the matter is not resolved, the Developer may further appeal to the Village Board. If the Village Board upholds the denial, either the Developer or the Village may submit the matter to arbitration in accordance with the rules of the American Arbitration Association.
 - c. For those TIF-Eligible Redevelopment Project Costs approved by the Village pursuant to this **Subsection 3.K.5.**, the Village, pursuant to the terms and conditions of **Subsection 4.B.** below, shall make available to the Developer amounts in the Downtown TIF Fund (as defined below).
6. Quarterly Status Reports and Accounting Statements. The Developer shall provide the Village Manager with written quarterly status reports and accounting statements relative to the progress of completing the Development in accordance with the Project Schedule and the Construction Budget. Upon request of the Village Board, the Developer agrees to attend Village Board meetings in person or by remote electronic means to provide status reports regarding the Development.
 7. Developer Pays Development Costs With Own Funds. The Parties agree that the portion of Development costs that are not TIF-Eligible Redevelopment Project Costs shall be paid one hundred percent (100%) from the Developer's own funds, the Project Loan or the Developer's Security.

L. Progress Meetings. At all times, Developer and the Village shall each have an individual designated as the Developer's and the Village's primary point of contact for Development-related matters. Upon written request of the Village, Developer shall meet on, but no more often than, a quarterly basis with the Community Development Director, or his designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of Developer and the Village, and shall

provide and exchange information regarding the status of construction and occupancy, pending permit requests and other appropriate information.

M. Open Book Project. Because this Project involves the expenditure of public funds, this Development shall be an “open book” project, and the Developer and general contractor(s) will provide reasonable access during normal business hours, upon fifteen (15) calendar days’ notice of the Village Manager, or his or her designee, for the purpose of reviewing and auditing the Development books and records to determine and verify, on an on-going periodic basis, the TIF-Eligible Redevelopment Project Costs and the overall construction and development costs incurred relative to the Development. All of the Developer’s records, with respect to the administration and the construction of the Development, shall be created and maintained in a manner reasonably satisfactory to the Village and which will facilitate a ready determination as to whether or not a particular item of cost is eligible for reimbursement pursuant to the TIF Act and this Agreement. The foregoing Village review and audit rights shall automatically terminate one (1) year from the date of termination of this Agreement; provided, however, that for the period after the Substantial Completion Date until one (1) year from the date of termination of this Agreement, the Developer’s obligations under this Subsection shall be limited to the extent required by applicable law. The Developer shall provide to the Village copies of any partnership agreements, limited liability company operating agreements, corporate by-laws or joint venture agreements pertaining to the Property to which the Developer is a party; provided that the Developer may (if the Developer has previously provided the Village not less than thirty (30) calendar days to review such confidential financial materials) remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance, and the Village shall keep such agreements confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within thirty (30) calendar days after request by the Village shall be an Event of Default (as defined below). The Developer shall exercise prudence and commercially reasonable efforts in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of the Development at costs not in excess of market rates. Notwithstanding anything to the contrary in this Subsection, to the extent the Developer has information, data, pricing or other items or materials that the Developer reasonably determines to be proprietary (the “**Proprietary Information**”), the Developer may mark the same as “Proprietary Information” prior to its submittal to the Village. The Village agrees to treat such Proprietary Information as confidential and shall not disclose such information to anyone other than the Village’s staff, attorneys, accountants and financial consultants (and clearly identified as “Proprietary Information” with each such disclosure), unless such disclosure is required by a subpoena or a court order or an administrative directive issued by the Illinois Attorney General. Prior to disclosing any Proprietary Information pursuant to a subpoena or a court order or an administrative directive, the Village shall provide notice to the Developer of the same and the opportunity, at the Developer’s cost, to defend or object to such disclosure in a court of law or applicable administrative proceeding, including, without limitation, appellate courts, and the Village shall reasonably cooperate with such defense or objection.

N. Insurance. Prior to issuance of any Permit, the Developer shall deliver to the Village Manager, at the Developer’s cost and expense, insurance required to be carried by the Developer pursuant to Section 5 of this Agreement.

O. Public Improvements and Building Guarantee. Prior to receiving a building and site development permit for construction of the building and installation of the utilities, the Developer will provide to the Village an irrevocable letter of credit, bond or other surety approved by the Village

Attorney in an amount equal to one hundred ten percent (110%) of the Village-approved Developer's engineer's signed and sealed estimated cost of constructing any and all required public improvements for the Development in accordance with the terms of this Agreement (the "**Developer's Security**"). Public Improvements (as defined below and set forth in more detail in attached **Exhibit "L" – List of Public Improvements**) shall include, without limitation, sidewalks, streetscape, ninety (90) dedicated public parking spaces, water systems, sanitary sewer systems, storm sewers, storm water management facilities, recreational facilities, outdoor lighting, and required landscape improvements for the Development as shown in the Preliminary Development Plans. The Developer acknowledges that the construction of the outdoor amenities, street lighting and streetscape components of the Public Improvements shall take into consideration the design concepts and guidelines of the Downtown Lisle Master Plan adopted January 21, 2019. As part of the Final Development Plan approval process, the Developer agrees to construct and maintain a streetscape along the perimeter of the Development (i.e., Main Street, Ogden Avenue, Spencer Street and School Street) to conform to the design concepts and guidelines set forth in the Village's Main Street Streetscape Plan or such other alternate design concepts and guidelines that are acceptable to the corporate authorities of the Village, in their sole discretion. An example of an acceptable streetscape within the Village for comparison purposes is located on the north side of Burlington Avenue from Main Street to Center Avenue. The Developer's Security shall be reduced and terminated, upon written request(s) of the Developer, in accordance with the Village's administrative process, subject to any retention that may be required by the Village Code or the DuPage County Code. Any retention shall be released by the Village in accordance with the administrative process or the DuPage County Code. .

P. **Annual TIF Act Disclosure Data Developer Inclusion; Covenant of Title.** In accordance with 65 ILCS 5/11-74.4-5, for Fiscal Year 2022 and thereafter until this Agreement terminates, the Developer shall provide to the Village, on or before June 1 each year as part of its continuing disclosure obligations under this Agreement, the information required by the TIF Act to allow the Village to comply with its annual disclosure requirements to the Illinois State Comptroller's Office. To satisfy this annual obligation, the Developer shall complete and submit to the Village Manager the template "Letter Regarding Annual TIF Act Redevelopment Agreement - Disclosures by Developer to the Village per 65 ILCS 5/11-74.4-5", a copy of which is attached hereto as **Exhibit "M"**. The Developer, or its leasing agent or property manager company, agrees to include a provision within each of its leases or license agreements for its tenants, occupants and lessees requiring its tenants, occupants and lessees to make the same annual information disclosures, as required by Section 11-74.4-5 of the TIF Act, to the Developer, as the Developer is required to make to the Village under this subsection. In compliance with 65 ILCS 5/11-74.4-5 for Fiscal Year 2022, the Developer's initial Letter Regarding Annual TIF Act Redevelopment Agreement - Disclosures by Developer to the Village shall be delivered to the Village Manager on or before June 1, 2022.

Q. **Declaration of Restrictive Covenant, Easements and Restrictions; Conversion to Condominiums.** If the Developer imposes a set of Declaration of Restrictive Covenants, Easements and Restrictions on the Development for the purpose of creating a condominium regime for all or any portion of the Development at any time, such document that contains the Declaration of Restrictive Covenants, Easements and Restrictions shall be provided to the Village for review and comment by the Village Attorney to ensure conformance with the applicable Village Code provisions. The Village Attorney's reasonable comments shall be incorporated into the final version of the Declaration of Restrictive Covenants, Easements and Restrictions prior to such document being finalized and implemented. If the Developer, or any successor in interest or assigns, decides to convert the residential dwelling units or the commercial / retail spaces to condominium units, the Developer shall submit a

copy of the Plat of Condominium to the Village for review and approval and shall comply with the applicable Illinois laws governing the conversion of rental dwelling units to condominiums, the regulation of condominiums, and the preparation and content and recording of condominium plats.

R. Compliance with Laws. The Developer agrees to comply with all applicable laws, rules and regulations of any federal, State or local entity or agency relating to the Development. The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

S. Conflict of Interest and Prohibited Interest Disclosures. Upon the Village's request from time to time during the Term of this Agreement, the Developer will provide a list of all entities owning a greater than one percent (1%) interest in the Developer. Based in part on the information provided by the Developer and in part on information from the Village's independent investigation, the Village will affirm that its corporate authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village, have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the TIF Act (65 ILCS 5/11-74.4-4(n)) and the Illinois Governmental Ethics Act (5 ILCS 420). Upon the Village's request, the Developer shall provide the Village with all information required for compliance with the annual TIF report that the Village is required to file with the State of Illinois Comptroller or any such similar financial information, and required for the Village to comply with any disclosure and transparency ordinance or law enacted by the State of Illinois or DuPage County. In addition, the Developer shall provide, on an annual basis, the information required by the TIF Act.

T. Successors and Assigns. The Developer shall be liable for all of the Developer's obligations under this Agreement. All obligations assumed by the Developer under this Agreement shall be binding on the Developer, and on any and all of the Developer's successors and assigns, and on any and all of the respective successor owners of all or any portion of the Property. To assure that the Developer's successors, assigns and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the Village Clerk, within thirty (30) calendar days after the Acquisition Date, any consents or other documents necessary to authorize the Village to record a Memorandum of this Agreement in form and substance reasonably acceptable to the Developer and the Village in the office of the Recorder of Deeds of DuPage County, Illinois;
2. Notify the Village in writing at least thirty (30) calendar days prior to any date that the Developer intends to transfer fee title to any portion of the Property to any person not a party to this Agreement;
3. Include in the Restrictive Covenant a memorandum or other similar reference(s) to this Agreement sufficient to put third parties on notice of the existence of this Agreement; and
4. Require, prior to the transfer of all or any portion of the Property to any person or entity not a party to this Agreement that occurs prior to the Substantial Completion Date, the transferee to execute an enforceable written assignment

and assumption agreement, in form and substance reasonably approved by the Village Attorney (the "**Transferee Assignment and Assumption Agreement**"), agreeing to be bound by this Agreement, and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet any remaining obligations under this Agreement. The Village and the Developer shall record against the Property a memorandum of this Agreement that obligates the owner of the Property from time to time to perform the obligations of the Developer under this Agreement and shall require notice to the Village of any transfer of the Property, which memorandum shall be in form and substance reasonably satisfactory to the Village and the Developer.

In order for a transferee or assignee to continue to receive payments of the TIF Incentive provided for under this Agreement, such transferee or assignee shall have executed and submitted to the Village a Transferee Assignment and Assumption Agreement. Notwithstanding anything to the contrary in this Subsection, the Developer shall have the right to assign to a third-party investor or purchaser of the Developer's rights to the reimbursements described in **Section 4** pursuant to an assignment or other instrument executed by the Developer and acknowledged by the Village, which assignment or other instrument shall be in form and substance reasonably satisfactory to the Village Attorney.

The Village agrees that, after a successor becoming bound to the obligations of the Developer created in the manner provided in this Agreement, and providing the financial assurances required in this Section, the liability of the Developer shall be deemed automatically released. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assignment and Assumption Agreement before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement, but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

U. Representations and Warranties of the Developer.

1. No Gifts. The Developer covenants that no officer, member, manager, stockholder, employee or agent of the Developer, or any other person connected with the Developer, have made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.
2. Conflicts of Interest. Pursuant to Section 5/11-74./4-4(n) of the TIF Act, 65 ILCS 5/11-74.4-4(n), the Developer represents, warrants and covenants that, to the best of his/her/its/their knowledge, no member, official or employee of the Village, or any consultant hired by the Village with respect thereto, owns or controls, or will own or control, any interest in the Property or any other property in the Village of Lisle Redevelopment Project Area that the Developer intends to acquire, and no such person shall represent any person, as agent or otherwise, who owns or controls, or will own or control, any interest, directly or indirectly, in the Developer's business, the Property or any other property in the Village of Lisle Redevelopment Project Area that the Developer intends to acquire.

3. Assignment. The Developer may not assign or transfer some or all of its rights or obligations under this Agreement without the prior written consent of the Village, the granting or denial of which consent shall be in the sole discretion of the Village; provided, however, that, without the Village's prior consent, the Developer may assign this Agreement to an entity controlling, controlled by, or under common control with the Developer and/or assign or collaterally assign any of the Developer's rights and/or obligations to the Project Lender.
4. Prevailing Wage. The Developer and its contractors and subcontractors are required to pay prevailing wages for all or portions of the Development work only if the Illinois Prevailing Wage Act (820 ILCS 130/) (the "IPWA") requires payment of prevailing wages. Under the *Town of Normal v. Hafner* decision, the Developer is not required to pay prevailing wages for the work necessary to complete the Development, even though the Developer will receive reimbursement of TIF District Funds to complete certain portions of the Development that are eligible as TIF-Eligible Redevelopment Project Costs as provided for under this Agreement. In the event that new legislation is enacted by the Illinois Legislature or the *Hafner* decision is overturned or modified so as to require that the Developer (or its contractors and subcontractors) comply with the IPWA for any work associated with the Project, the Developer and its contractors and subcontractors, at their costs, shall pay prevailing wages for all work that is subject to the IPWA, and shall indemnify the Village for any liability or fines or penalties imposed on the Village by any governmental entity for failure to pay prevailing wages for all or portions of the Development work.
5. Property Acquisition. The Developer shall provide the Village with sufficient documentation regarding Developer's ownership of the Property for the Development.
6. Corporate Authorization. This Agreement has been submitted for consideration and review by the board of directors, corporate officers, shareholders, members and/or managers of the Developer, and the Developer's board of directors, corporate officers, shareholders, members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions of the Developer's board of directors, corporate officers, shareholders, members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

V. Conditions to the Developer's Obligations. The Developer's obligations to construct and complete the Development shall be conditioned upon satisfaction (or waiver by the Developer) of each of the following:

1. The Developer shall have acquired fee simple title to the Property.
2. The Village shall have executed and delivered to the Developer a tri-party agreement by and among the Village, the Developer and the Project Lender (the "**Tri-Party Agreement**"), which shall contain the following primary terms and conditions: (i) the Project Lender shall acknowledge the existence of and the rights and obligations set forth in this Agreement, including the notice of default and right to cure provisions; (ii) the Village shall acknowledge the existence of and the rights and obligations set forth in the Project Loan, including the notice

of default and right to cure provisions; (iii) a notice of default provision that requires prior notice be sent to the Developer, the Project Lender and the Village in the event of a default by the Developer under this Agreement or the Project Loan that identifies the provision(s) of this Agreement or the Project Loan in default, details the nature of the default and contains the option(s) to cure the default; if the default relates to this Agreement, then the Village sends the notice, and if the default relates to the Project Loan, then the Project Lender sends the notice; (iv) if the Developer defaults under this Agreement and fails to cure the default after receiving notice of default, the Project Lender will have the right, but not the obligation, to exercise and perform the Developer's rights and obligations under this Agreement, subject to prior notice to the Village and the Developer; (v) if the Developer defaults under this Agreement and fails to cure the default after receiving notice of default, the Village will have the right, but not the obligation, to hire a replacement contractor to complete the Default Work and shall have the right to use the Developer's Security and/or the proceeds of the Project Loan to pay the contractor to complete such work, subject to prior notice to the Project Lender and the Developer; and (vi) the Project Lender and the Village shall provide notice to each other and to the Developer in the event either party decides to cure the Developer's default under this Agreement or in the event the Project Lender decides to exercise and perform any of the Developer's rights and obligations under this Agreement. The Tri-Party Agreement shall not obligate the Village to construct, complete construction or operate the Development or to assume payment obligations under the Project Loan or any other debt instruments relative to the Development. The Tri-Party Agreement shall contain such other terms and provisions as mutually agreed to by the parties.

3. The Developer shall have obtained all governmental and third-party permits and approvals necessary or desirable for the construction, development and/or operation of the Development.
4. The Village, at no cost to itself, shall have used commercially reasonable efforts to cooperate with the Developer so that the Developer may obtain: (i) information needed by the Project Lender and/or equity provider; (ii) market tax treatment; and (iii) required permitting, zoning and approvals for the Development.
5. The Developer shall have obtained, or determined that it will be able to obtain, the Project Loan and/or third-party equity in an amount necessary to acquire the Property and complete the Development, each on terms and conditions satisfactory to the Developer in its sole discretion.
6. The Developer shall have entered into an agreement with Lisle Community Unit School District #202 (the "**School District**") relative to the payment of school student fees provided for under the TIF Act on terms mutually agreeable to the Developer and the School District.
7. Village approval of a text amendment to the Village zoning ordinance and a special use permit to allow the construction and occupancy of first floor residential dwelling units facing the interior of the courtyard of the Development as shown on the Preliminary Development Plans. These units shall be constructed to meet all applicable codes, including fire and life safety codes.

8. The Developer's pursuit of any financing or collateralization of the TIF Incentive provided for by this Agreement shall not encumber or obligate the Village beyond its payment obligations regarding the TIF Incentive as set forth in this Agreement.

SECTION 4. VILLAGE OBLIGATIONS.

A. TIF Incentive for the Development. For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

1. **"Incremental Property Taxes"** means the *ad valorem* real taxes that are assessed against properties in the TIF District, collected by the DuPage County Treasurer, and paid to the Village for deposit in the Downtown TIF Fund.
2. **"Non-Development Incremental Property Taxes"** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon all of the real properties within the TIF District, excluding the Property (the **"Non-Development Properties"**), which *ad valorem* real estate taxes have been or will be collected and paid to and received by the Village, and which are attributable to the increase in the EAV of the Non-Development Properties over and above the EAV of the Non-Development Properties at the time of the formation of the TIF District, all as determined by the County Clerk of the County of DuPage, Illinois, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement.
3. **"Development Incremental Property Taxes"** means: (i) that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes will be collected and paid to the Village after completion of the Development, and which are attributable to the increase in the EAV of the Property over and above the EAV of the Property in the year immediately prior to the year in which the site development permit or the construction permit for the Development is filed with the Village, all as determined by the County Clerk of the County of DuPage, Illinois, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement; and (ii) payments received pursuant to **Section 4(D)** of this Agreement.
4. **"Downtown TIF Fund"** means the special fund set up by the Village into which the Village will deposit both the Non-Development Incremental Property Taxes and the Development Incremental Property Taxes, as provided for in this Agreement.
5. **"TIF-Eligible Redevelopment Project Costs"** has the same meaning as the term "Redevelopment Project Costs" is defined in the TIF Act.
6. **"Net Incremental Property Taxes"** means fifty-eight percent (58%) of the Development Incremental Property Taxes.
7. **"School Student Fees"** and **"Library Patron Fees"** mean, respectively, the school student fees and the library patron fees payable to the eligible school districts and library district in accordance with the TIF Act, which payment obligation shall terminate upon expiration of this Agreement.
8. **"Public and Required Improvements"** means all public and private infrastructure improvements (on-site and off-site improvements), life safety improvements and the structure of the commercial/residential mixed use building and its finished exterior improvements (brick, metal, glass, windows, terraces, etc.), but not including the interior build-out improvements to the commercial space and residential and condominium units necessary for issuance of a Certificate of Project Completion, as shown in the final version of the Village-approved Final Development Plans, and constructed in compliance with all

Village codes, the Village Development Approval Ordinances and this Agreement. The terms “Public Improvements” and “Required Improvements” relate to the respective public and private improvements described above in this definition of “Public and Required Improvements.”

9. “**Change in Law**” means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).
10. “**School District**” means Lisle Community Unit School District #202.
11. “**School District Set Aside Percentage**” means the requirement to provide that at least forty percent (40%) of the Development Incremental Property Taxes for the payment of student fees as provided in the TIF Act as may be reduced by the School District Waiver.
12. “**School District Waiver**” means a waiver of the School District’s right to receive all or a portion of the School/Library Set Aside pursuant to the TIF Act.
13. “**Developer Percentage Share of Development Incremental Property Taxes**” means fifty-eight percent (58%) of Development Incremental Property Taxes as may be increased pursuant to a School District Waiver (as defined below) that allows for an increase in such percentage by the amount of the decrease provided in the School District Waiver, but in no event shall the Developer be entitled to a percentage of more than seventy percent (70%) of Development Incremental Property Taxes.

B. Reimbursement of TIF-Eligible Redevelopment Project Costs. Based upon the Developer’s representation of the need for assistance, and provided the Developer fulfills its obligations in this Agreement, the Village will provide the following tax increment financing assistance to facilitate the Development:

1. **Maximum TIF Incentive Amount.** Subject to the terms, conditions and restrictions of this Agreement, the Village shall reimburse the Developer a principal amount not to **exceed Five Million Nine Hundred Forty-Nine Thousand Six Hundred and No/100 Dollars (\$5,949,600.00)** (the “**Principal Amount**”) plus simple interest per annum calculated on the outstanding balance of the Principal Amount at a rate of six percent (6.0%) per annum (the “**Interest Rate**”), payable by the Village to the Developer only from Net Incremental Property Taxes pursuant to this Agreement. Interest shall begin to accrue on the Principal Amount on the Substantial Completion Date. The Principal Amount plus interest at the Interest Rate is the “**Maximum TIF Incentive Amount**”. The Principal Amount has been calculated based on ten and five-hundredths percent (10.05%) of \$59,200,000.00. If the actual total cost to complete the Development is less than \$59,200,000.00, then the above

Principal Amount shall be reduced to an amount equal to ten and five-hundredths percent (10.05%) of the actual total cost to complete the Development, as certified by the Village Engineer when the Developer submits the Updated Development Costs for review and approval of the Certification of Development Costs as required by **Subsection 3.K.** of this Agreement. If the actual total cost to complete the Development exceeds \$59,200,000.00, as certified by the Village Engineer, there shall be no increase in the above-stated Principal Amount. The Village shall reimburse the Developer for those specific, agreed-upon TIF-Eligible Redevelopment Project Costs that are certified by the Village Engineer as actually incurred and documented by the Developer in relation to the Development up to the full amount of the Maximum TIF Incentive from the Downtown TIF Fund, plus interest at the Interest Rate, provided that: (a) the Village shall be obligated to pay the full amount of the TIF Incentive only if the Net Incremental Property Taxes in the Downtown TIF Fund during the term of this Agreement are sufficient to pay such amount; (b) it shall be the responsibility of the Developer to determine whether the interest payable under this **Section 4** qualifies as tax exempt; and (c) the Village shall cooperate with and assist the Developer, at Developer's expense, in making such determination of tax exempt status. Payment of the TIF Incentive to the Developer under this **Section 4** shall be applied: (i) first, to accrued but unpaid interest, (ii) second, to current interest, and (iii) third, to the Principal Amount of the Redevelopment Project Costs, which Principal Amount shall increase from time to time as certification notices are issued by the Village, provided that the total Principal Amount shall never exceed the Maximum TIF Incentive Amount.

2. **Payout Allocation of Development Incremental Property Taxes.** This Agreement sets forth the terms of a "pay-as-you-go" TIF incentive reimbursement arrangement. After completion of the Development and as the Developer Incremental Property Taxes are received by the Village from the DuPage County Treasurer and are deposited in the Downtown TIF Fund, subject to the Developer's compliance with the reimbursement request submittal, review and approval process, the Village agrees to allocate and payout such available Development Incremental Property Taxes as follows: (a) forty-two percent (42%) of the Development Incremental Property Taxes, as adjusted by any decrease in the amount of the School District Set Aside Percentage (the "School/Library Set Aside"), shall be allocated for payment of the School Student Fees and the Library Patron Fees, or, if no such Fees are requested in any calendar year, then such funds shall be forfeited by the School District and the library district and shall be used by the Village in the following order of priority: (i) first, to pay for or reimburse the Village for any financial, audit or governmental regulatory obligations and fees or any other allowable use under the TIF Act, including but not limited to the payment or reimbursement of any Village consultant fees and Village legal fees and expenses incurred related to the TIF District; and (ii) second, the Developer Percentage Share of Development Incremental Property Taxes shall be paid to the Developer to satisfy the Village's obligations pursuant to Section 4.B.1. above. This payout will continue until the Maximum TIF Incentive Amount has been reached or upon the expiration of the Term, whichever occurs first. Once the payout of the Maximum TIF Incentive Amount has been reached or the Term of this Agreement expires, whichever occurs first, this Agreement shall terminate and all of the Incremental Property Taxes, whether on deposit in the Downtown TIF Fund or generated in the future by the

Property, shall be available for use by the Village in accordance with the TIF Act and the TIF Plan. In no event shall any payment by the Village to the Developer (or any assignee or successor in interest) exceed the aggregate total of the Maximum TIF Incentive Amount.

3. **Limitation on Funds Used to Pay the Developer; No Recourse Against the Village.** The Village shall deposit Development Incremental Property Taxes generated exclusively from the Property into a separate sub account of the Downtown TIF Fund (the “**Developer TIF Incentive Account**”). The Village shall use and rely solely upon the Development Incremental Property Taxes generated exclusively from the Property to reimburse the Developer for the requested Village-approved TIF-Eligible Redevelopment Costs and no other Village revenue sources shall be used to make such reimbursements. There will be no recourse against the Village’s General Fund or other Village revenues.
4. **Conditions of TIF Incentive Payout.** The Village’s obligation to reimburse the Developer from the Downtown TIF Fund is subject to the following conditions, in addition to those set forth elsewhere in this Agreement:
 - a. The Developer obtains a Certificate of Project Completion from the Village, which Certificate of Project Completion shall be not be unreasonably withheld and shall be issued in accordance with the Village’s standard practice
 - b. The Developer is not in default of any of its obligations under this Agreement.
 - c. The Developer complies with the payment request requirements of **Section 3.K. above.**
 - d. If the Developer requests reimbursement from the Downtown TIF Fund, and if the Village authorizes the distribution of such funds in an amount greater than the then-existing balance of the Development Incremental Property Taxes in the Downtown TIF Fund, the Village agrees to distribute any Village-approved but undistributed TIF Incentive to the Developer by December 15 each year as additional Development Incremental Property Taxes are received into the Downtown TIF Fund. The amount distributed shall first be used to provide for the payment of Interest due on the outstanding balance of the Principal Amount, with any remaining amount used to reduce the Principal Amount.
 - e. In the event that the Village ceases to receive Development Incremental Property Taxes, as a result of a Change in the Law, and no alternate tax is enacted to replace the Development Incremental Property Taxes, the Village shall not be obligated to make any further such payments to the Developer under this Agreement.
 - f. On each November 1, commencing with the November 1 immediately after the Substantial Completion Date (each year this date is referred to as the “**Accounting Date**”), the Village shall determine the amount of the Net Incremental Property Taxes that are on deposit in the Developer TIF Incentive Account. On each December 15 after an Accounting Date, the Village shall pay the Developer the amount available in the Developer TIF Incentive Account pursuant to **Section 4.B.1. above.**

C. Reimbursement of TIF-Eligible Redevelopment Project Costs. The Village will reimburse the Developer for all certified, reimbursable TIF-Eligible Redevelopment Project Costs, as defined by the TIF Act and this Agreement (“**Eligible Costs**”), up to the Maximum TIF Incentive Amount from Net Incremental Property Taxes. The actual costs incurred by and reimbursed to the Developer for each line

item category of TIF-Eligible Redevelopment Project Costs may vary because the initial line item dollar amounts are based on estimates, and the reimbursement by the Village to the Developer in one or more of those line item categories may exceed the listed line item dollar amount, provided that the total cost of the TIF-Eligible Redevelopment Project Costs that are paid to the Developer shall not exceed the Maximum TIF Incentive Amount. The Maximum TIF Incentive Amount shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the Village, or moral obligation of the Village, within the meaning of any constitutional or statutory provision. The Developer shall not have the right to compel any exercise of the taxing power of the Village, the State of Illinois or any political subdivision thereof to pay the Maximum TIF Incentive Amount or any portion thereof. The available TIF District Increment generated by the Development is the sole source of funds to be used to pay the TIF Incentive.

D. True-Up Calculation for Shortfall in TIF Increment. In the event that the *ad valorem* real estate taxes arising from the taxes levied upon the Property paid with respect to the Development in any Collection Year are less than the amount of the Estimated Property Taxes indicated on **Exhibit "N"** attached hereto (a "**Deficiency**"), the Developer agrees to pay the amount of such Deficiency to the Village within thirty (30) calendar days of the last payment of real estate taxes for such tax year. The Village shall promptly deposit any such Deficiency received by the Village into the Developer TIF Incentive Account and such amount shall become part of the Development Incremental Property Taxes received by the Village for such tax year and shall be eligible for payout in accordance with **Section 4** above.

E. No Personal Liability of Village Officials. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, in his or her individual capacity, and no official, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in connection therewith.

F. Commercial / Retail Space Occupancy Incentive. If, within the initial twenty-four (24) months after the issuance of a Certificate of Completion for the first floor commercial component(s) of the Development, subject to Force Majeure, the Developer has failed to execute leases with tenants that, by the terms of their respective leases, would be retail tenants occupying at least fifty percent (50%) of the approximately 5,000 square feet of commercial / retail space identified on **Exhibit "B"**, then the Village may deliver to the Developer notice of the same, in which case the Village Manager and the Developer shall meet (in person or virtually) within thirty (30) calendar days after the date of such notice to develop jointly a plan to solicit, identify, and ultimately execute leases with, tenants that, by the terms of their respective leases, would be retail tenants occupying at least fifty percent (50%) of such space. The Developer thereafter shall use commercially reasonable and diligent efforts to implement such plan. If the Developer thereafter fails to leases with tenants that, by the terms of their respective leases, would be retail tenants occupying at least fifty percent (50%) of such space within twelve (12) months after the date of such plan, then the Village may withhold two percent (2%) of the Maximum TIF Incentive Amount otherwise payable to the Developer under this Agreement from time to time, which amount(s), at the Village's request, shall be placed into escrow with a third-party escrow agent reasonably satisfactory to the Village and the Developer, until the Developer's execution of such leases with retail tenants occupying at least fifty percent (50%) of such space. Within thirty (30) calendar days after the Developer's execution of such leases with retail tenants occupying at least fifty percent (50%) of such space, the Village shall pay to the Developer all

portions of the Maximum TIF Incentive Amount previously withheld from the Developer pursuant to this Subsection, if any. Notwithstanding anything to the contrary in this Subsection, following the Developer's execution of such leases with retail tenants occupying at least fifty percent (50%) of such space, the Developer shall be deemed to have satisfied its obligations under this Subsection, and the Village shall have no further rights or remedies under this Subsection at any time during the Term. Upon request by the Developer following the Developer's satisfaction of its obligations under this Subsection, the Village shall execute and deliver to the Developer an acknowledgment of the same in form and substance reasonably satisfactory to the Village and the Developer.

G. Occupancy Data for the Commercial / Retail Space. During the Term of this Agreement, the Developer and/or its affiliates and any unrelated third-party office and retail operator and manager, which may be Elevate Office Suites and/or its affiliates or some other third-party operator and manager, shall provide the Village on March 1, or such other date mutually agreeable to the Parties, with certified, annual occupancy data for the Commercial / Retail Space consisting of number of: occupancy / vacancy rates, number and types of businesses, tenant / licensee by profession, trade or industry. This occupancy data information shall be confidential and proprietary only if clearly marked as such.

H. Parking Garage. The preliminary regulations for on-site and off-site parking for the Development are contained in the attached On-Site and Off-Site Parking Plan, which is marked as **Exhibit "O"**. The final regulations for on-site and off-site parking for the Development will be approved by the corporate authorities of the Village as part of the approval of the Final Development Plans.

I. Village Construction Manager. The Village reserves the right to hire a construction manager to assist the Village and its staff with all aspects of the Development, including but not limited to compliance with the terms of this Agreement, plan review process, inspections, reporting and oversight of the construction of the Development. The compensation and other employment benefits payable to the construction manager for his/her work relative to the Development is a TIF-Eligible Redevelopment Project Cost per the TIF Act. The Village may reimburse itself from time to time for such costs in accordance with the TIF Act to the extent TIF funds are available in the Downtown TIF Fund for use by the Village under this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Liability Insurance Prior to Completion. Prior to issuance of Permits, the Developer shall procure and deliver evidence of such policies to the Village, at the Developer's cost and expense, and shall maintain in full force and effect during any period of construction and through completion of construction of the Development, for both ongoing and completed operations, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

1. Commercial General Liability Insurance (including property damage insurance): \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
2. Contractor's Liability Insurance: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Insurance: \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Umbrella Coverage or Excess Liability Coverage: \$10,000,000.00 in the aggregate.
5. Workers Compensation Insurance: Statutory Amount.

Said insurance shall state that the insurance provided by the Developer shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Developer's insurance. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village. Each such policy, including any related insurance certificates, endorsements and riders, shall expressly name "the Village of Lisle and its appointed and elected officials, mayor and trustees, employees, engineers, attorneys, agents and representatives" as additional insureds.

Prior to commencement of construction of the Development, the Developer shall furnish to the Village the above-required certificates of insurance, policies, riders and policy endorsements, with premiums paid in full. The Developer shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide."

The Village shall be given written notice at least thirty (30) calendar days prior to any cancellation or material amendment of the Developer's insurance policies required hereunder. Alternatively, the Developer may satisfy its insurance obligations in this **Subsection 5.A.** by way of a blanket policy or policies, which includes other liabilities, properties and locations meeting the minimum insurance coverage amounts. The Developer shall provide to the Village a replacement certificate prior to expiration, cancellation or material modification of any policy.

B. Developer's Risk Prior to Completion. Prior to completion of the construction of the Development, as certified by the Village, the Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by the Developer. Such insurance policies shall be issued by companies satisfactory to the Village. The Developer shall provide written notice to Village at least twenty-one (21) calendar days before any such policy is cancelled or materially modified.

C. Village Review. The Developer acknowledges and agrees that, except for breaches of this Agreement by the Village, the Village is not, and shall not be, in any way liable for any damages or injuries of any kind that may be sustained as the result of the Village's review, approval or denial of any plans or failure to review any plans for the Property or the Development, or the issuance of any approvals, permits, certificates or acceptances for the development or use of the Property or the Development, and that the Village's review and approval of those plans and the Development and issuance of those approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, invitees and licensees, or any other person, against damage or injury of any kind at any time.

D. Village Procedure. The Developer has been advised by the Village that notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement and the Developer agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

E. Indemnity and Defense Expense. The Developer undertakes and assumes all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature whatsoever

resulting from or in connection with its/their redevelopment activities at the Property, and the Developer shall hold harmless, indemnify and defend the Village against any such losses, except to the extent that the same is caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives, or by the breach of this Agreement by the Village.

1. Developer Defense Expense. The Developer shall, and does, agree to pay all reasonable expenses incurred by the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, contractors and representatives in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties of any kind that may, at any time, be asserted against any of the Parties by any person(s) in connection with the Development, the approval of this Agreement, any terms or provisions of this Agreement, or the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Property, in each case, except to the extent caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' and experts' fees and other litigation costs.
2. Mutual Indemnification. Each Party shall indemnify, hold harmless and defend the other Party and their respective officers, employees, agents, contractors and representatives against all injuries, deaths, losses, damages, claims, suits, liabilities, liens, including mechanic's liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the other Party as a consequence of this Agreement or which may in any way result therefrom, other than those indemnified matters which arise from or relate to the negligence or willful misconduct of the other Party or its officials, officers, employees, agents, contractors and representatives. The provisions of this Subsection and any other indemnification obligations on the part of either Party shall survive the termination or expiration of this Agreement for a period of two (2) years. In any such action against either, the other Party shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Party in any such action, the other Party shall, at its own expense, satisfy and discharge such judgment. The prevailing Party shall indemnify the other Party for any costs, including reasonable attorney's fees, in enforcing the provisions of this Agreement.

SECTION 6. DEFAULT; CURE.

In addition to any other "Event of Default" identified in this Agreement, an "Event of Default" shall mean a failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement or condition of this Agreement, which failure is not cured within thirty (30) calendar days after written notice thereof; provided, however, if the failure is of a nature that it cannot be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably necessary to cure such failure so long as the defaulting Party commences activities designed or intended to cure such Event of Default within such thirty (30) calendar day period and thereafter diligently pursues activities designed or intended to cure such Event of Default to completion. Upon an

Event of Default by the Village in the performance of any of its obligations under this Agreement, the Developer's remedies shall include specific performance (including statutory interest on any sums deemed to be improperly withheld), and any and all rights and remedies available to the Developer at law or in equity, including termination of this Agreement. The Village shall not be liable for punitive damages, consequential damages or lost profits. Upon an Event of Default by the Developer in the performance of any of its obligations under this Agreement, the Village shall be entitled to take such action as authorized by this Agreement and pursue any other remedies available at law or in equity; provided, however, the Developer shall in no event be liable for punitive or consequential damages. Notwithstanding anything to the contrary in this Agreement, the Developer's defaults, and the Village's remedies upon such defaults, described in **Subsections 3.B.8.** and **4.E.** shall be only as expressly set forth in **Subsection 3.B.8.** and **4.E.**, respectively.

SECTION 7. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this **Subsection 7.A.**, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

<p>Eric Ertmoed Village Manager Village of Lisle 925 Burlington Avenue Lisle, Illinois 60532 Direct: 630.271.4116 Email: eertmoed@villageoflisle.org</p>	<p>With a copy to: Michael T. Jurusik, Esq. Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606 Direct: 312.984.6432 Cell Number: 708.638.0355 Email: mtjurusik@ktjlaw.com</p>
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Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

<p>Julie Collier One Indiana Square, Suite 3000 Indianapolis, Indiana 46204 Direct: 317.819.2711 Cell: 317.417.1893 Email: jcollier@flco.com</p>	<p>With a copy to: Ryan R. Wilmering Wallack Somers & Haas, P.C. One Indiana Square, Suite 2300 Indianapolis, Indiana 46204 Direct: 317.231.0242 Mobile: 317.690.3480</p>
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- B. Time of the Essence.** Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.
- D. Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.
- E. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois.
- F. Severability.** It is the intent of the Parties that, should any provision, covenant, agreement or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
- I. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.
- J. Authority to Execute.** The Village warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the Village. The Developer warrants and represents to the Village that: (i) the Developer has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement; (ii) all legal actions needed to authorize the execution, delivery and performance of this Agreement by the Developer have been taken; and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will: (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound; or (b) violate any statute, law, restriction, court order or agreement to which the Developer or the Property are subject.

K. No Third-Party Beneficiaries/No Joint Venture.

1. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.
2. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

L. Force Majeure. Either Party will be temporarily excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance or action or omission of the other Party (collectively, "Force Majeure"), provided that:

- a. The non-performing Party gives the other Party reasonably prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence, and continues to furnish timely reports with respect thereto during the period of Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;
- c. No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and
- d. The non-performing Party uses commercially reasonable and diligent efforts to remedy its inability to perform.

Economic hardship or other financial considerations, including but not limited to increases in the costs of construction materials, equipment or construction labor, of the Developer will not constitute an event of Force Majeure.

M. Term of Agreement. The "Term" of this Agreement shall commence on the Effective Date and terminate upon termination of the TIF District; provided that the following provisions shall survive this Agreement's voluntary or involuntary termination: 4(D), 5(C), 5(D), 5(E) (to the extent the obligation first arises during the Term), 6, 7(C), 7(E), 7(H), 7(L), and 7(N).

N. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

O. Enforcement of Agreement. The provisions of this Agreement shall be enforceable in any action in law or in chancery. The Parties hereto agree that any legal action to enforce any right or

obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of DuPage County, Illinois.

P. Exhibits. The following Exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

- Exhibit "A":** Legal Description of the Property (attached)
- Exhibit "B":** Preliminary Development Plans for the Development (attached)
- Exhibit "C":** Final Development Plans (to be attached after Village Board approval)
- Exhibit "D":** Project Schedule (attached)
- Exhibit "E":** Reserved
- Exhibit "F":** Reserved
- Exhibit "G":** Developer's Lender's Financing Commitment Letter issued by Lake City Bank and dated November 22, 2021 and Developer's Bank Certification Letter issued by JP Morgan and dated December 13, 2021 (attached)
- Exhibit "H":** Operating Budget (attached)
- Exhibit "I":** Prohibited Uses List (attached)
- Exhibit "J":** Schedule of TIF-Eligible Redevelopment Project Costs for the Development (attached)
- Exhibit "K":** Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs (attached)
- Exhibit "L"** List of Public Improvements (attached)
- Exhibit "M"** TIF Form Letter Regarding Annual TIF Act Redevelopment Agreement - Disclosures by Developer to the Village per 65 ILCS 5/11-74.4-5 (attached)
- Exhibit "N":** Estimated Property Taxes Schedule (attached)
- Exhibit "O":** On-Site and Off-Site Parking Plan (attached)

In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

Q. Estoppels. Within ten (10) business days following request by either Party from time to time, the other Party shall execute and deliver to the requesting Party an estoppel certificate as to the status of this Agreement, any existing defaults, the status of the payments and performance of the Parties required hereunder, and such other information that may be reasonably requested, in form and substance reasonably satisfactory to both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below, and the date of the last signatory below shall be inserted on page 1 of this Agreement, as the Effective Date of this Agreement.

SIGNATURE PAGE TO FOLLOW

F&C DEVELOPMENT, INC.,
an Indiana corporation

By: [Signature]
Name: David Flaherty
President

VILLAGE OF LISLE,
an Illinois municipal corporation

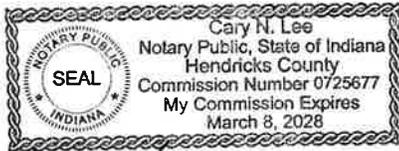
By: [Signature]
~~Christopher Peak~~ -- STEPHEN WINZ
~~Mayor~~ -- TRUSTEE

ATTEST:

By: [Signature]
Name: Cary N. Lee
Title: Development Coordinator

ATTEST:

By: [Signature]
Kristy Grau
Village Clerk



[Signature]



Exhibit "A"

Legal Description of The Property

PARCEL 1

LOT 1 IN WALTER C. JAHNKE'S COMMERCIAL SUBDIVISION OF BLOCK 2 OF THE PLAT OF SCHWARTZ SUBDIVISION OF PART OF SECTIONS 2 AND 3, 10 AND 11, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 26, 1954 AS DOCUMENT 738435, IN DUPAGE COUNTY, ILLINOIS.

PIN: 08-03-426-001-0000

PARCEL 2

LOTS 2, 3, 4, 5, 7 AND 8 IN WALTER C. JAHNKE'S COMMERCIAL SUBDIVISION OF BLOCK 2 OF THE PLAT OF SCHWARTZ SUBDIVISION OF PART OF SECTIONS 2 AND 3, 10 AND 11, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 26, 1954 AS DOCUMENT 738435, IN DUPAGE COUNTY, ILLINOIS.

PIN: 08-03-426-002-0000

PIN: 08-03-426-003-0000

PIN: 08-10-206-002-0000

Exhibit "B"

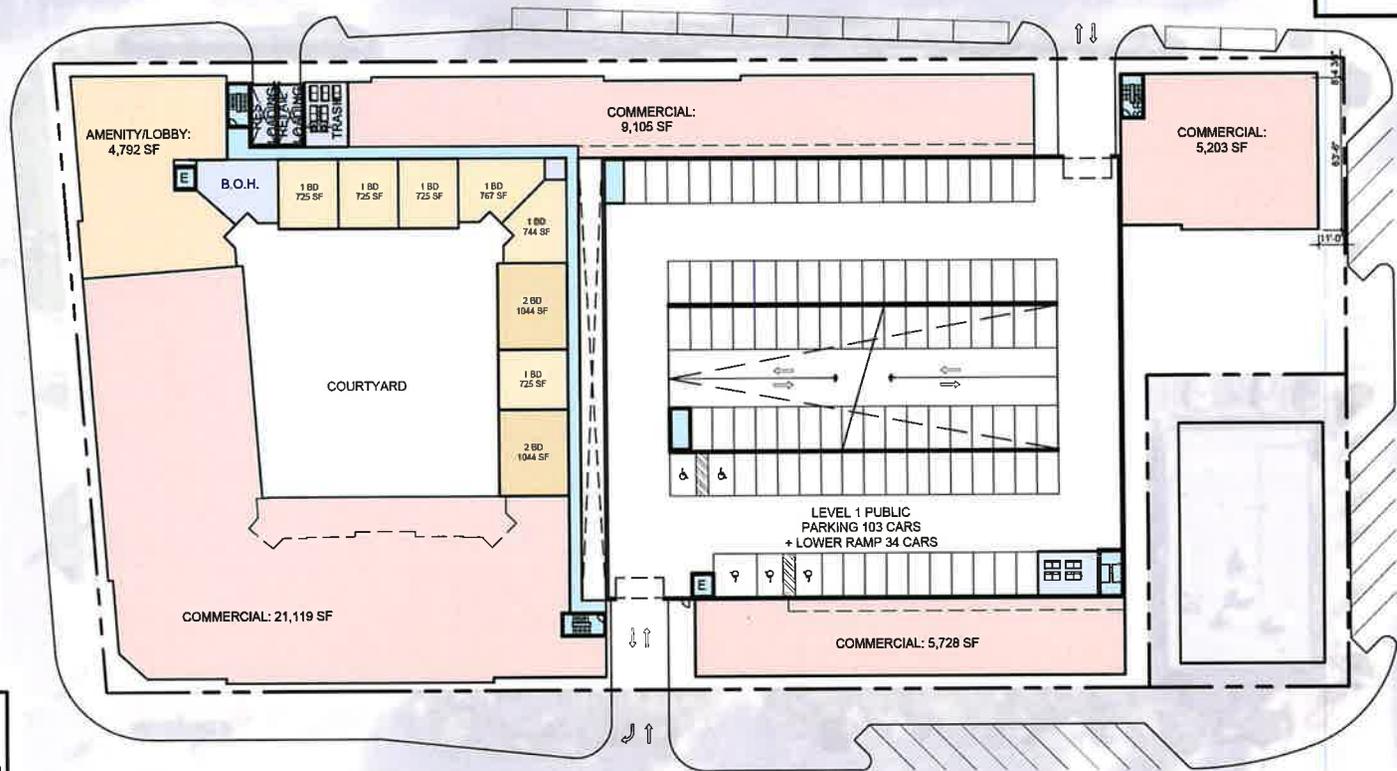
**Preliminary Development Plans
for the Development**

Consisting of:

- (i) Design Concept Plan (EXHIBIT B.1.)
- (ii) Site Plan (EXHIBIT B.2.)
- (iii) Building Elevations and Exterior Building Materials List (color, material type, etc.) (EXHIBIT B.3.)
- (iv) Floor Plans – Residential Units and Related Areas (EXHIBIT B.4.)
- (v) Floor Plans – Commercial Units and Related Areas (EXHIBIT B.5.)
- (vi) Landscape Plan (EXHIBIT B.6.)
- (vii) Outdoor Retail Area Plan (perimeter sidewalk areas, outdoor café areas, community gathering area, etc.) (EXHIBIT B.7.)
- (viii) Exterior Signage Plan (EXHIBIT B.8.)
- (ix) Exterior Lighting Plan (EXHIBIT B.9.)
- (x) On-Site and Off-Site Storm Water Drainage Plan (EXHIBIT B.10.)
- (xi) On-Site and Off-Site Infrastructure Plan (On-Street Parking, sidewalks, etc.) (EXHIBIT B.11.)
- (xii) Parking Garage Elevations and Parking Garage Plans (Parking Deck Floor, Parking Space / Driveway Aisle Sheets) (EXHIBIT B.12.)
- (xiii) Project Schedule (Exhibit "D")
- (xiv) Development Budget (Exhibit "H")

(attached)

**EXHIBIT B.1. -
DESIGN CONCEPT
PLAN**



LEGEND

	PARKING
	BACK OF HOUSE (MECH / ELEC)
	AMENITY
	CIRCULATION (HORIZ. / VERT.)
	UNIT - STUDIOS
	UNIT - 1 BDRM
	UNIT - 2 BDRM



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VILLAGE REVIEW
DECEMBER 21, 2021

SITE PLAN / GROUND FLOOR PLAN

A1.0

**EXHIBIT B.1. -
DESIGN CONCEPT
PLAN**



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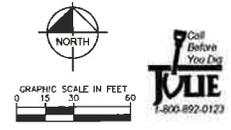
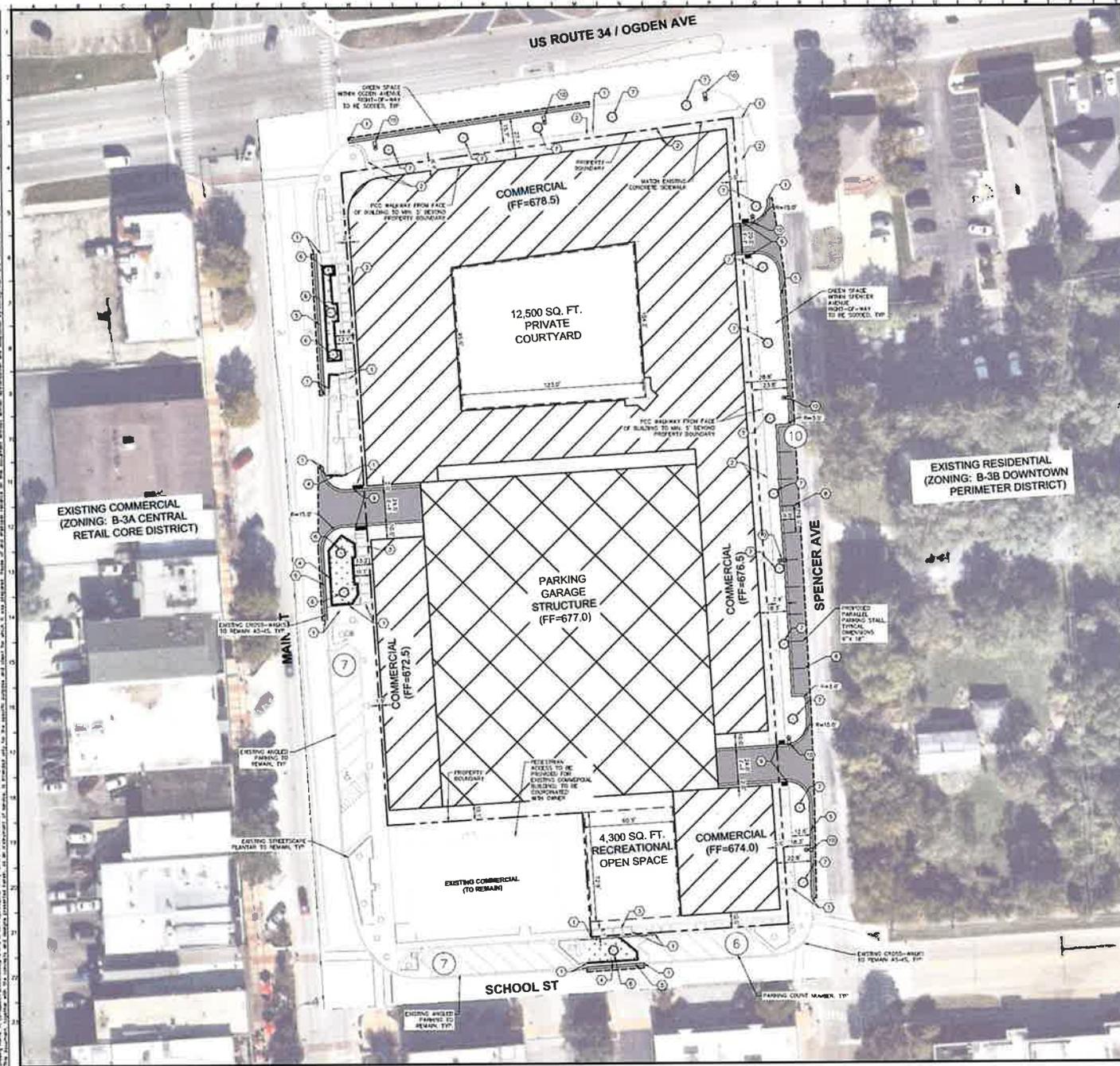


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LISLE, IL # 2021-0994

VILLAGE REVIEW
DECEMBER 21, 2021

PERSPECTIVE RENDERING

A0.0



GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
4. RACE ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3-FEET TYPICAL

PARKING SUMMARY

EXISTING PARKING WITHIN PUBLIC RIGHT-OF-WAY	= 20 SPACES
ADDITIONAL PARALLEL PARKING ON SPENCER AVE	= 10 SPACES
TOTAL RIGHT-OF-WAY PARKING	= 30 SPACES
PROPOSED PUBLIC GARAGE PARKING ON LEVEL 1	= 103 SPACES
PROPOSED PUBLIC GARAGE PARKING ON LOWER RAMP	= 34 SPACES
TOTAL PUBLIC GARAGE PARKING	= 137 SPACES
REFER TO ARCHITECTURAL PLAN FOR DETAIL	
TOTAL PUBLIC PARKING PROVIDED	= 167 SPACES

SITE DEVELOPMENT PLAN LEGEND

- ASPHALT PAVEMENT PER VILLAGE OF LISLE STREET STANDARDS
- PCC (CONCRETE) SIDEWALK PER VILLAGE OF LISLE STANDARDS
- STANDARD RICH CONCRETE CURB AND GUTTER
- PROPOSED TYPICAL STREETSCAPE PLANTINGS
- PROPOSED BUILDING FOOTPRINT (HATCHED-USE, REFER TO ARCHITECTURAL PLAN FOR DETAIL)
- PROPOSED PARKING STRUCTURE (REFER TO ARCHITECTURAL PLAN FOR DETAIL)
- AGGREGATE/POROUS BASE COURSE
- SANOFF LINE/LIMITS OF EXISTING PAVEMENT REMOVAL

KEY NOTES

1. MEET EXISTING AT LIMITS OF DEMO (I.E. CURB LINE, RETAINING WALL, PCC SIDEWALK, ETC.)
2. CONCRETE SIDEWALK
3. STREETScape PAVEMENT (CONCRETE BANDING WITH BRICK OVERLAY CONFORMING TO VILLAGE OF LISLE STANDARDS)
4. STREETScape PLANTER RETAINING WALL WITH ORNAMENTAL METAL FENCE (CONFORMING TO VILLAGE STREETScape STANDARDS)
5. 8x12 CURB & GUTTER
6. PROPOSED STREETScape PLANTER TREE
7. PROPOSED PARKWAY TREE (TYPICALLY) 8" O.C. PER VILLAGE STANDARDS
8. 4" WHITE DEMOPLASTIC PARKING STRIPING
9. 2" ADA INTERLOCKING MARKING
10. PROPOSED STREETLIGHT

EXHIBIT B.2. - SITE PLAN

SCALE: AS NOTED
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

Kimley-Horn
 1000 W. MAIN ST., SUITE 100
 LITTLE ROCK, AR 72202
 PH: 501-782-1000
 WWW.KIMLEY-HORN.COM

FLAHERTY & COLLINS
 PROPERTIES

SITE DEVELOPMENT PLAN

MIXED-USE DEVELOPMENT
 BE OF MARKET & OGDEN AVE
 LISLE, IL 60532

ORIGINAL DATE: 12/28/2021
 PMA PROJECT NO: 206020000
 SHEET NUMBER: C3.0

**EXHIBIT B.3 -
ELEVATIONS**



OVERALL WEST ELEVATION SCALE: 1"=40' 1



OVERALL EAST ELEVATION SCALE: 1"=40' 2



OVERALL EAST ELEVATION SCALE: 1"=40' 3



OVERALL EAST ELEVATION SCALE: 1"=40' 4

**EXHIBIT B.3. -
ELEVATIONS**

1A	FACE BRICK - COLOR 1	1F	FACE BRICK - COLOR 6	2E	CAST STONE - COLOR 5	3E	FIBER CEMENT - COLOR 5	4B	PRE-FIN. MTL. - COLOR 2
1B	FACE BRICK - COLOR 2	2A	CAST STONE - COLOR 1	3A	FIBER CEMENT - COLOR 1	3F	FIBER CEMENT - COLOR 6	5A	PRE-FIN. MTL. CANOPY
1C	FACE BRICK - COLOR 3	2B	CAST STONE - COLOR 2	3B	FIBER CEMENT - COLOR 2	3G	FIBER CEMENT - COLOR 7	5B	PRE-FIN. MTL. / GLASS CANOPY
1D	FACE BRICK - COLOR 4	2C	CAST STONE - COLOR 3	3C	FIBER CEMENT - COLOR 3	3H	FIBER CEMENT - COLOR 8	5C	FABRIC AWNING
1E	FACE BRICK - COLOR 5	2D	CAST STONE - COLOR 4	3D	FIBER CEMENT - COLOR 4	4A	PRE-FIN. MTL. - COLOR 1	6A	PRE-FIN. MTL. RAILING



WEST ELEVATION (NORTH WING) SCALE: 1"=20' 1



WEST ELEVATION (SOUTH WING) SCALE: 1"=40' 2

EXISTING BUILDING SHOWN FADED FOR REF.



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VILLAGE REVIEW
JANUARY 20, 2022

ENLARGED ELEVATIONS

A2.1

1A	FACE BRICK - COLOR 1	1F	FACE BRICK - COLOR 6	2E	CAST STONE - COLOR 5	3E	FIBER CEMENT - COLOR 5	4B	PRE-FIN. MTL. - COLOR 2
1B	FACE BRICK - COLOR 2	2A	CAST STONE - COLOR 1	3A	FIBER CEMENT - COLOR 1	3F	FIBER CEMENT - COLOR 6	5A	PRE-FIN. MTL. CANOPY
1C	FACE BRICK - COLOR 3	2B	CAST STONE - COLOR 2	3B	FIBER CEMENT - COLOR 2	3G	FIBER CEMENT - COLOR 7	5B	PRE-FIN. MTL. / GLASS CANOPY
1D	FACE BRICK - COLOR 4	2C	CAST STONE - COLOR 3	3C	FIBER CEMENT - COLOR 3	3H	FIBER CEMENT - COLOR 8	5C	FABRIC AWNING
1E	FACE BRICK - COLOR 5	2D	CAST STONE - COLOR 4	3D	FIBER CEMENT - COLOR 4	4A	PRE-FIN. MTL. - COLOR 1	6A	PRE-FIN. MTL. RAILING

**EXHIBIT B.3 -
ELEVATIONS**



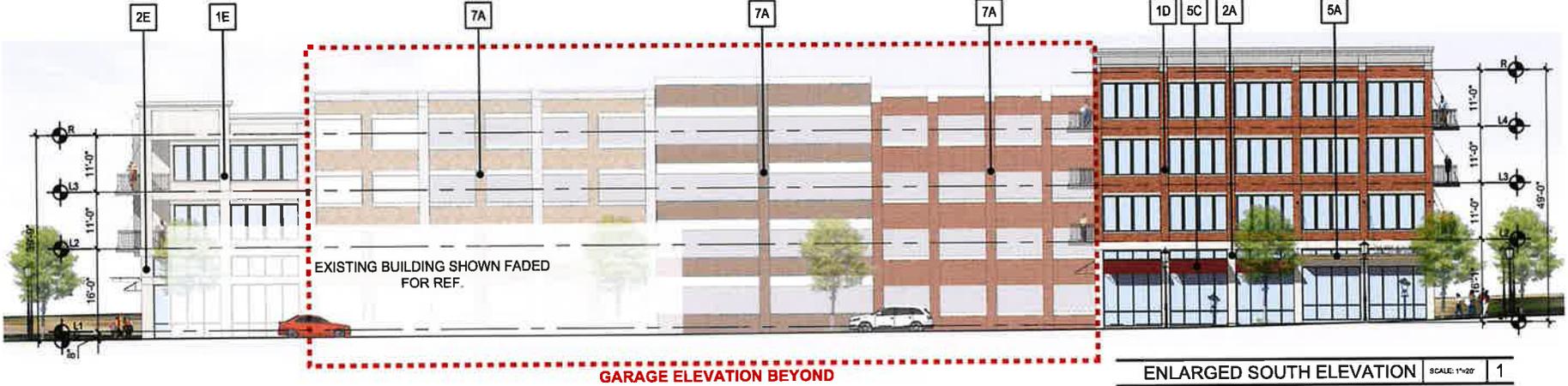
EAST ELEVATION (SOUTH WING) SCALE: 1/8"=1'-0" 1



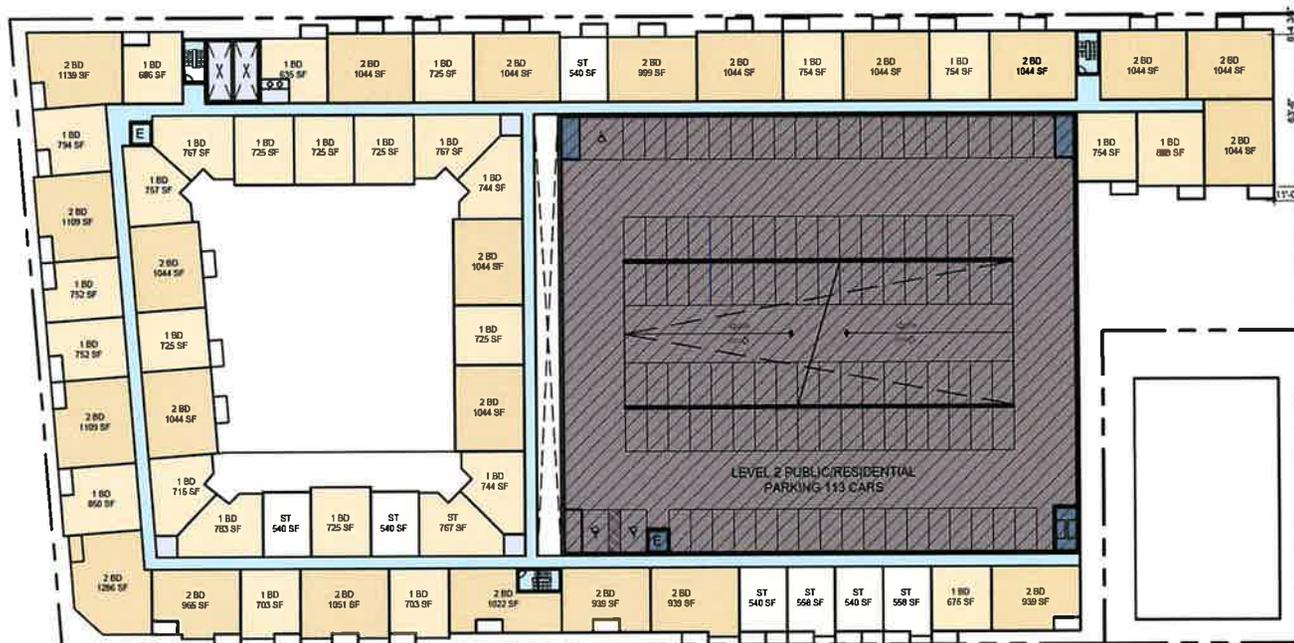
EAST ELEVATION (NORTH WING) SCALE: 1/8"=1'-0" 2

**EXHIBIT B.3. -
ELEVATIONS**

1A	FACE BRICK - COLOR 1	1F	FACE BRICK - COLOR 6	2E	CAST STONE - COLOR 5	3E	FIBER CEMENT - COLOR 5	4B	PRE-FIN. MTL. - COLOR 2
1B	FACE BRICK - COLOR 2	2A	CAST STONE - COLOR 1	3A	FIBER CEMENT - COLOR 1	3F	FIBER CEMENT - COLOR 6	5A	PRE-FIN. MTL. CANOPY
1C	FACE BRICK - COLOR 3	2B	CAST STONE - COLOR 2	3B	FIBER CEMENT - COLOR 2	3G	FIBER CEMENT - COLOR 7	5B	PRE-FIN. MTL. / GLASS CANOPY
1D	FACE BRICK - COLOR 4	2C	CAST STONE - COLOR 3	3C	FIBER CEMENT - COLOR 3	3H	FIBER CEMENT - COLOR 8	5C	FABRIC AWNING
1E	FACE BRICK - COLOR 5	2D	CAST STONE - COLOR 4	3D	FIBER CEMENT - COLOR 4	4A	PRE-FIN. MTL. - COLOR 1	6A	PRE-FIN. MTL. RAILING



**EXHIBIT B.4. -
RESIDENTIAL
FLOOR PLANS**



LEGEND

- PARKING
- BACK OF HOUSE (MECH / ELEC)
- AMENITY
- CIRCULATION (HORIZ. / VERT.)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM



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VILLAGE REVIEW
DECEMBER 21, 2021

LEVEL 2 FLOOR PLAN

A1.1

**EXHIBIT B.4. -
RESIDENTIAL
FLOOR PLANS**

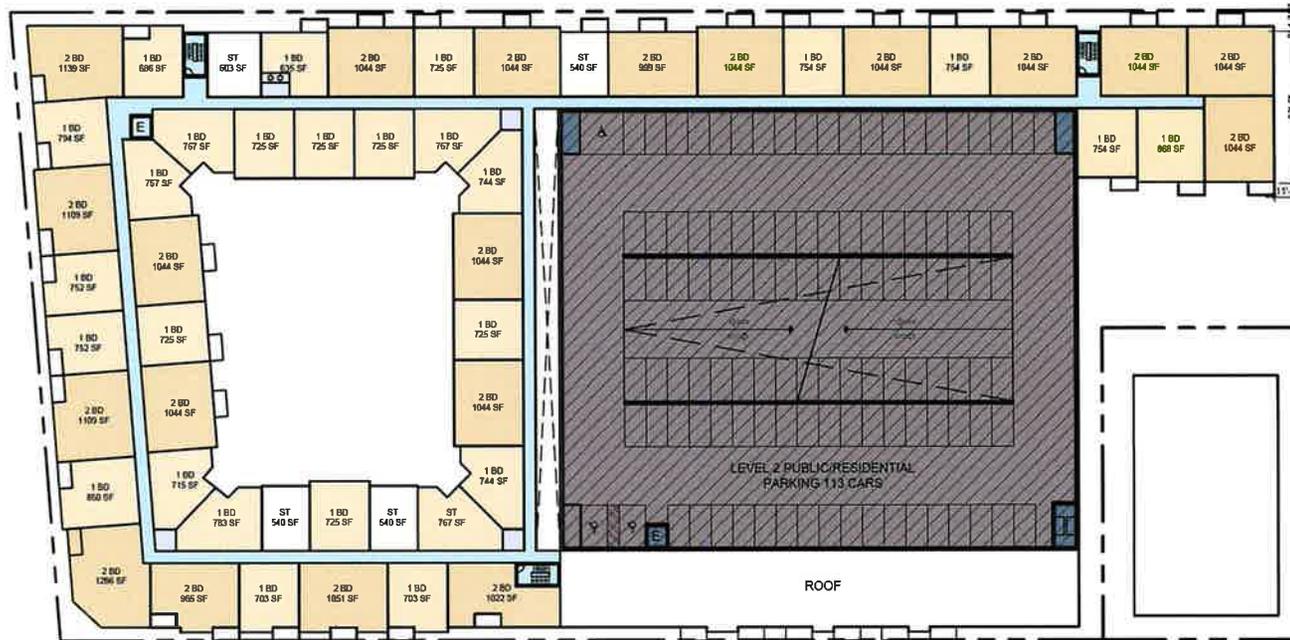


LEGEND

- PARKING
- BACK OF HOUSE (MECH / ELEC.)
- AMENITY
- CIRCULATION (HORZ. / VERT.)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM



**EXHIBIT B.4. -
RESIDENTIAL
FLOOR PLANS**

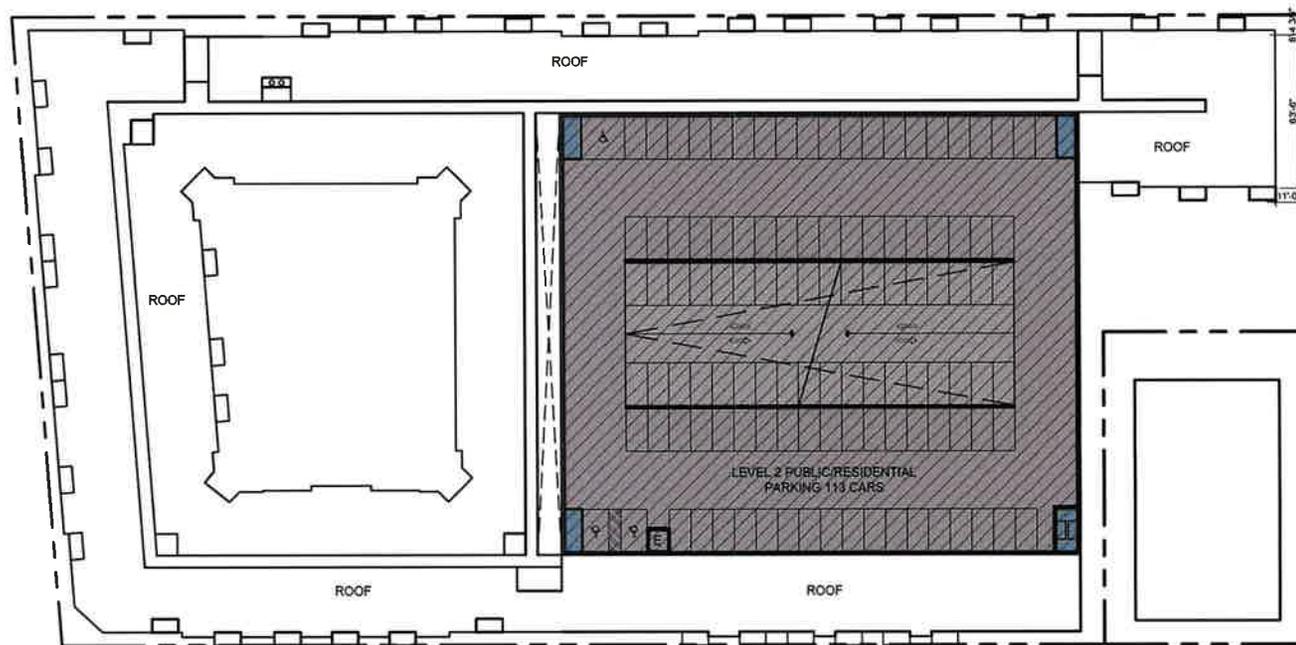


LEGEND

	PARKING
	BACK OF HOUSE (MECH / ELEC.)
	AMENITY
	CIRCULATION (HORIZ. / VERT.)
	UNIT - STUDIOS
	UNIT - 1 BDRM
	UNIT - 2 BDRM



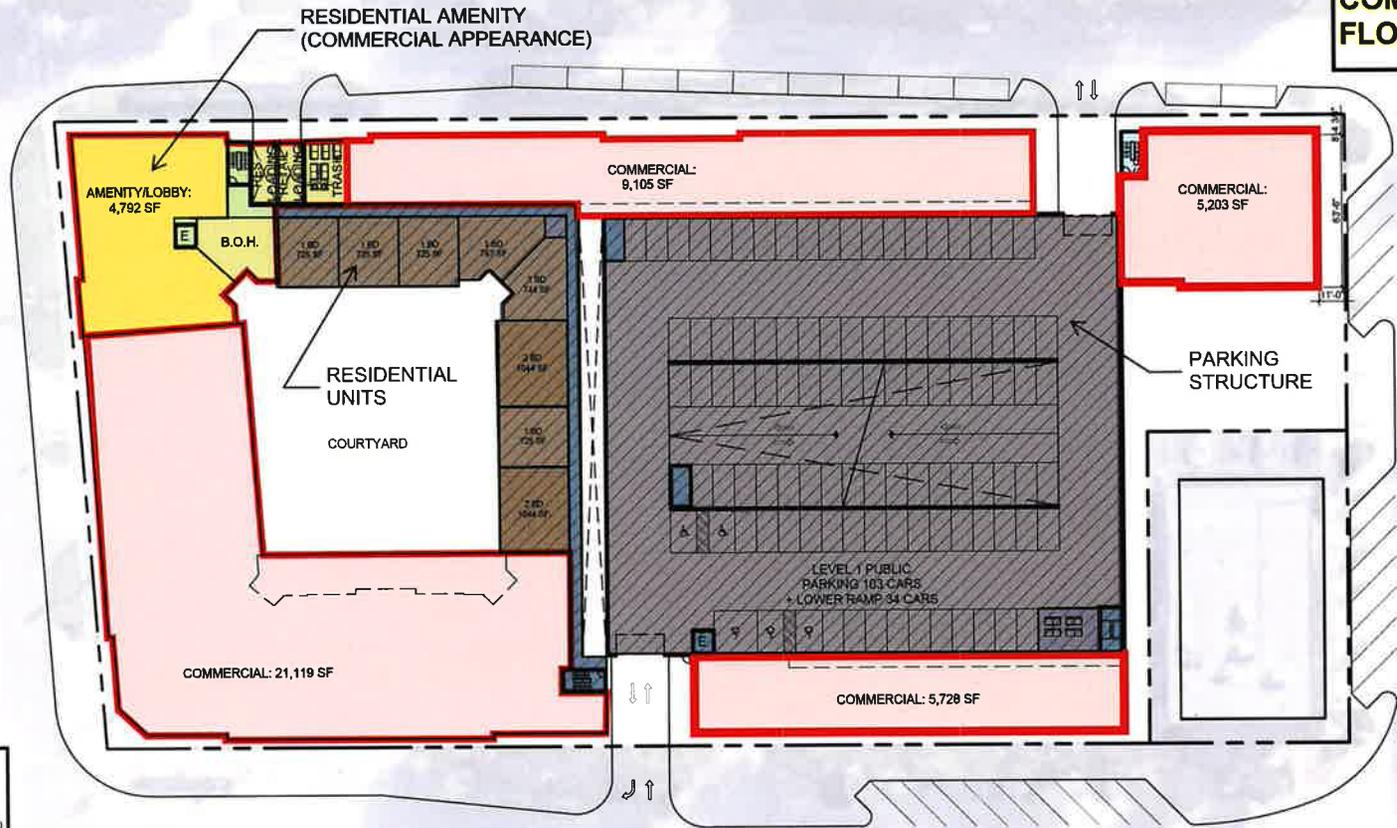
**EXHIBIT B.4. -
RESIDENTIAL
FLOOR PLANS**



LEGEND

	PARKING
	BACK OF HOUSE (MECH / ELEC)
	AMENITY
	CIRCULATION (HORZ. / VERT.)
	UNIT - STUDIOS
	UNIT - 1 BDRM
	UNIT - 2 BDRM

**EXHIBIT B.5 -
COMMERCIAL
FLOOR PLANS**



LEGEND

	PARKING
	BACK OF HOUSE (MECH / ELEC)
	AMENITY
	CIRCULATION (HORIZ. / VERT.)
	UNIT - STUDIOS
	UNIT - 1 BDRM
	UNIT - 2 BDRM



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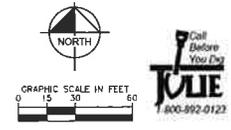
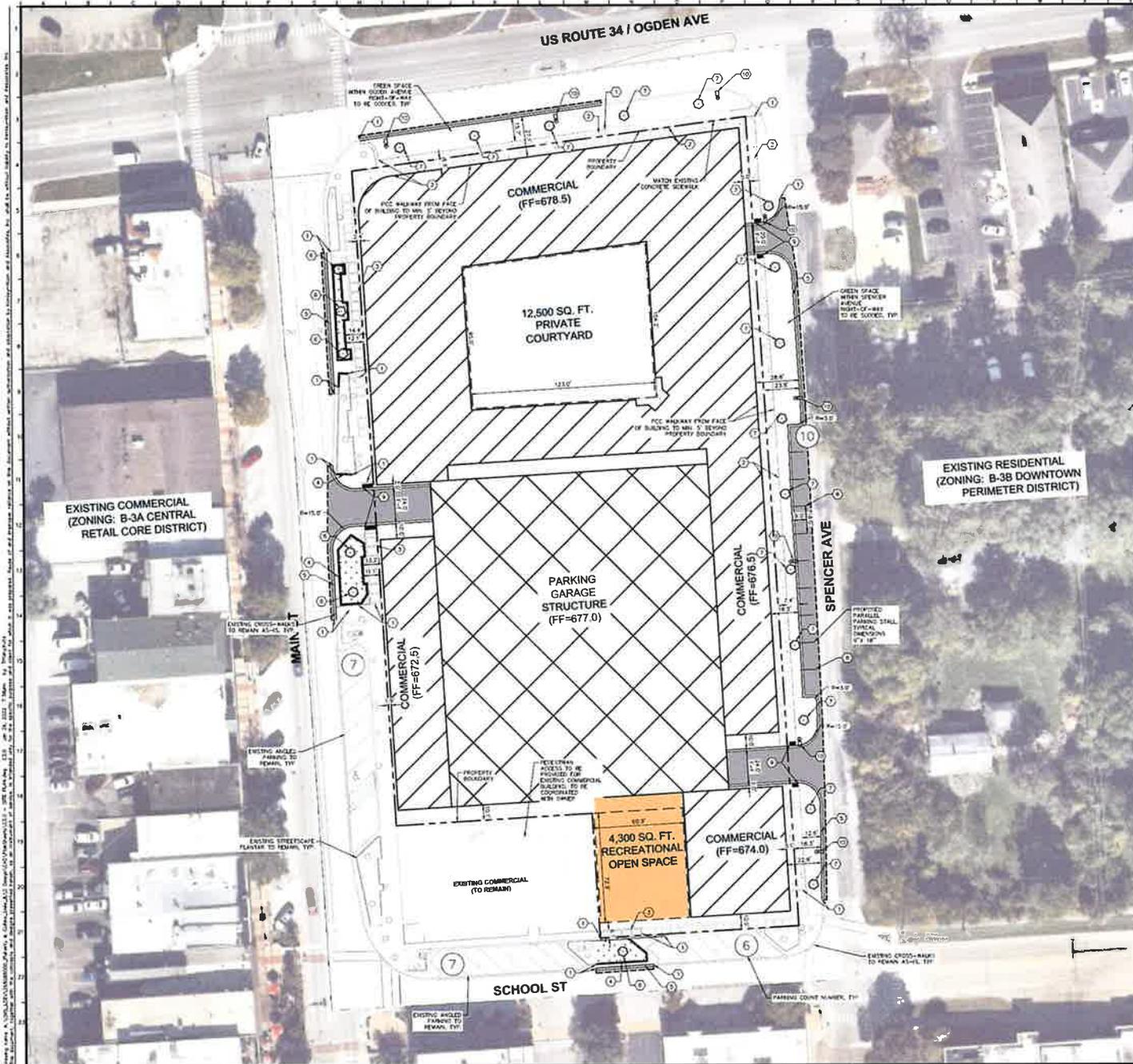


OGDEN & MAIN
LISLE, IL # 2021-0994

VILLAGE REVIEW
DECEMBER 21, 2021

SITE PLAN / GROUND FLOOR PLAN

A1.0



GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
4. RACE ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3- FEET, TYPICAL

PARKING SUMMARY

EXISTING PARKING WITHIN PUBLIC RIGHT-OF-WAY	= 20 SPACES
ADDITIONAL PARALLEL PARKING ON SPENCER AVE	= 10 SPACES
TOTAL PUBLIC PARKING	= 30 SPACES
PROPOSED PUBLIC GARAGE PARKING ON LEVEL	= 103 SPACES
PROPOSED PUBLIC GARAGE PARKING ON LOWER LEVEL	= 34 SPACES
TOTAL PUBLIC GARAGE PARKING	= 137 SPACES
TOTAL PUBLIC PARKING PROVIDED	= 167 SPACES

SITE DEVELOPMENT PLAN LEGEND

- ASPHALT PAVEMENT FOR VILLAGE OF USLE STREET STANDARDS
- PCC (CONCRETE) SIDEWALK PER VILLAGE OF USLE STANDARDS
- STANDARD FINISH CONCRETE CURB AND GUTTER
- PROPOSED TYPICAL STREETSCAPE PLANTINGS
- PROPOSED BUILDING FOOTPRINT (HATCHED-USE, REFER TO ARCHITECTURAL PLAN FOR DETAIL)
- PROPOSED PARKING STRUCTURE (REFER TO ARCHITECTURAL PLAN FOR DETAIL)
- AGGREGATE/INTERLAYER BASE COURSE
- STREET INCLUSIONS OF EXISTING PAVEMENT REMOVAL

KEY NOTES

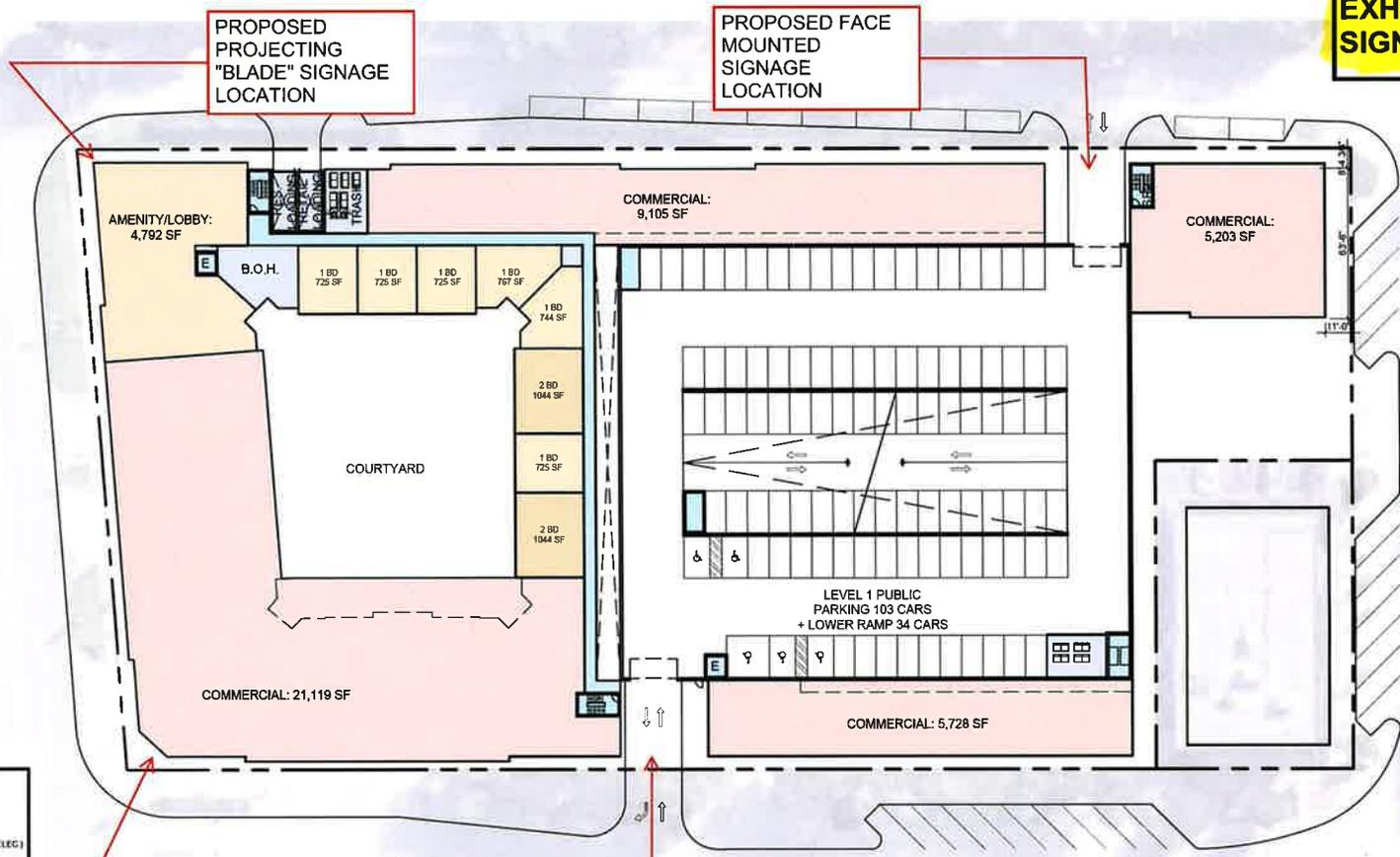
1. MEET EXISTING AT LINES OF DEMO (I.E. CURB LINE, RETAINING WALL, PCC SIDEWALK, ETC.)
2. CONCRETE SIDEWALK
3. STREETScape PAVEMENT (CONCRETE FINISHING WITH BRICK CHECKLAY CONFORMING TO VILLAGE OF USLE STANDARDS)
4. STREETScape PLANTER RETAINING WALL WITH ORNAMENTAL METAL FENCE (CONFORMING TO VILLAGE STREETScape STANDARDS)
5. 88 12 CURB & GUTTER
6. PROPOSED STREETScape PLANTER TREE
7. PROPOSED PARKWAY FURF (TYPICALLY 50' O.C. PER VILLAGE STANDARDS)
8. 4" WHITE BIODEGRADABLE PARKING STOPPING
9. 24" ADA DETECTABLE WARNING
10. PROPOSED STREETLIGHT

No retail cafe seating requests at this time. Upon finalization of tenants, request(s) for outdoor retail space shall be requested.

EXHIBIT B.7-
OUTDOOR RETAIL PLAN

SCALE: AS SHOWN	DESIGNED BY: HORN	DATE: 05/20/2025
INSTRUMENTED BY: HORN	DATE: 05/20/2025	
DRAWN BY: TH	DATE: 05/20/2025	
RECHECKED BY: HORN	DATE: 05/20/2025	
Kimley-Horn		
KIMLEY-HORN & ASSOCIATES, INC. 100 W. MAIN ST., SUITE 100 MARIETTA, GA 30060 PH: 770.426.1000		
FLAHERTY & COLLINS		
PROPERTIES		
SITE DEVELOPMENT PLAN		
MIXED-USE DEVELOPMENT		
SE OF MARKET & OGDEN AVE USLE, N. 8032		
ORIGINAL ISSUE:	12/29/2022	
3RD PROJECT NO:	26408000	
SHEET NUMBER:		
C3.0		

**EXHIBIT B.8. -
SIGNAGE PLAN**



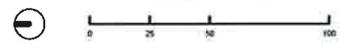
LEGEND

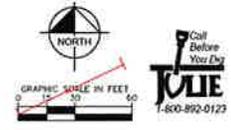
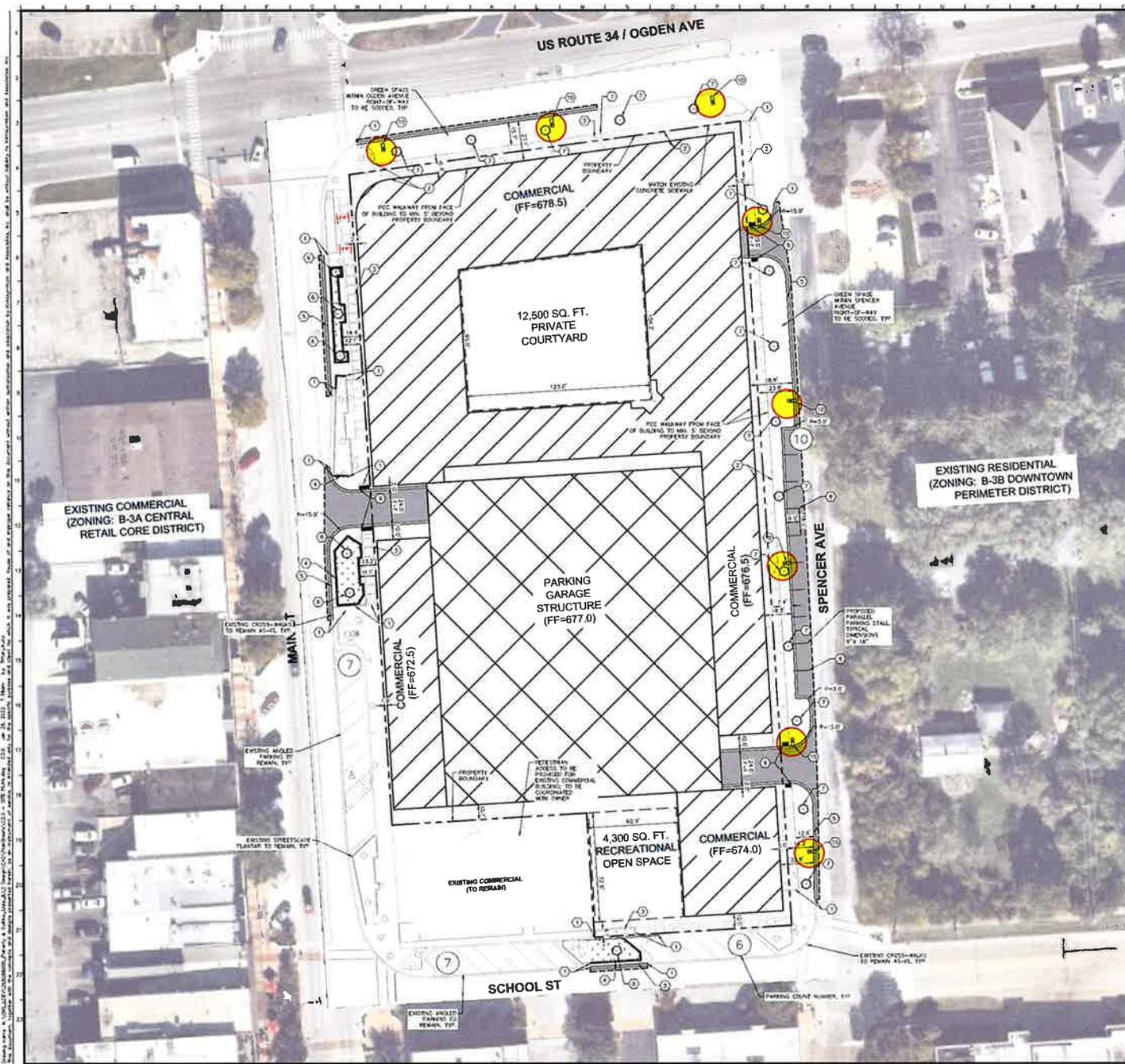
[White Box]	PARKING
[Light Blue Box]	BACK OF HOUSE (MECH / ELEG)
[Yellow Box]	AMENITY
[Light Blue Box]	CIRCULATION (HORIZ. / VERT.)
[White Box]	UNIT - STUDIOS
[Light Yellow Box]	UNIT - 1 BDRM
[Yellow Box]	UNIT - 2 BDRM

PROPOSED PROJECTING "BLADE" SIGNAGE LOCATION

PROPOSED FACE MOUNTED SIGNAGE LOCATION

SIGNAGE NOTES:
 1. Due to unknown tenants, the commercial signage cannot be specifically defined at this time.
 2. Signage for all commercial tenants will be submitted to the appropriate authorities having jurisdiction upon tenant finalization.





GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. SPACE ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3'-FEET, TYPICAL.

PARKING SUMMARY

EXISTING PARKING WITHIN PUBLIC RIGHT-OF-WAY	= 20 SPACES
ADDITIONAL PARALLEL PARKING ON SPENCER AVE	= 10 SPACES
TOTAL RIGHT-OF-WAY PARKING	= 30 SPACES
PROPOSED PUBLIC GARAGE PARKING ON LEVEL	= 100 SPACES
PROPOSED PUBLIC GARAGE PARKING ON LOWER RAUP	= 34 SPACES
TOTAL PUBLIC GARAGE PARKING	= 134 SPACES
TOTAL PUBLIC PARKING PROPOSED	= 164 SPACES

SITE DEVELOPMENT PLAN LEGEND

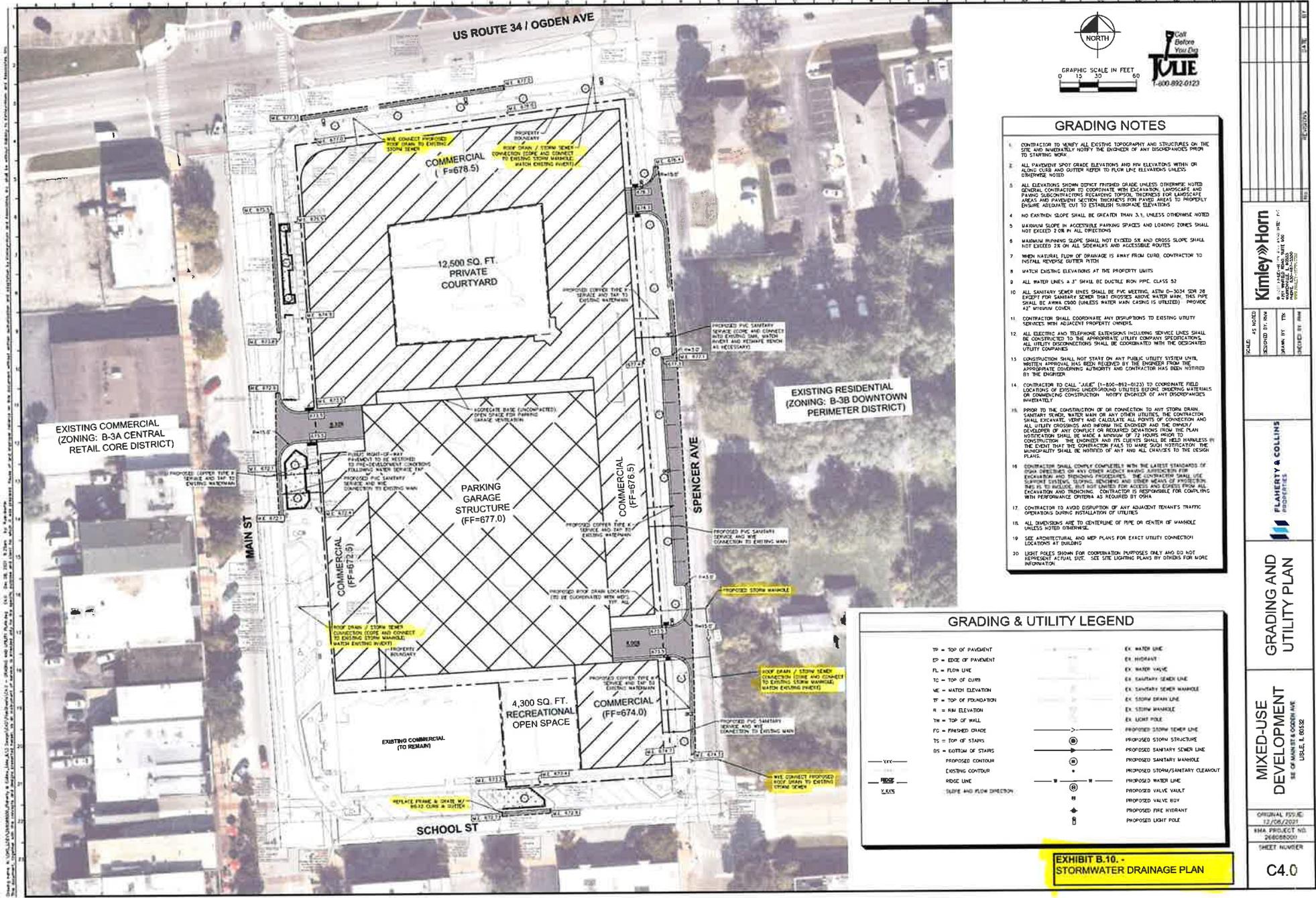
- ASPHALT PAVEMENT PER VILLAGE OF LUSLE STREET STANDARDS
- PCC (CONCRETE) SIDEWALK PER VILLAGE OF LUSLE STANDARDS
- STANDARDS FINISH CONCRETE CURB AND GUTTER
- PROPOSED TYPICAL STREETSCAPE PLANTINGS
- PROPOSED BUILDING FOOTPRINT (METHOD-USE: REFER TO ARCHITECTURAL PLAN FOR DETAIL)
- PROPOSED PARKING STRUCTURE (REFER TO ARCHITECTURAL PLAN FOR DETAIL)
- ADEQUATE/DEFICIENT BASE COURSE
- STREET LINE/LIMITS OF EXISTING PAVEMENT REGIONAL

KEY NOTES

1. MEET EXISTING AT LIMITS OF DEMO (I.E. CURB LINE, RETAINING WALL, PCC SIDEWALK, ETC.)
2. CONCRETE SIDEWALK
3. STREETScape PAVEMENT (CONCRETE BANDING WITH BRICK OVERLAY CONFORMING TO VILLAGE OF LUSLE STANDARDS)
4. STREETScape PLANTING RETAINING WALL WITH ORNAMENTAL METAL FENCE (CONFORMING TO VILLAGE STREETScape STANDARDS)
5. 88"± CURB & GUTTER
6. PROPOSED STREETScape PLANTING TREE
7. PROPOSED PARKWAY TREE (TYPICALLY 50' O.C. PER VILLAGE STANDARDS)
8. 4" WITH INCOMPLETING PARKING STRIPS
9. 24" ADA VISIBLE WARNING
10. PROPOSED STREETLIGHT

EXHIBIT B.9. - EXTERIOR LIGHTING PLAN

Kimley-Horn							
FLAHERTY & COLLINS PROSPECTS							
SITE DEVELOPMENT PLAN							
MIXED-USE DEVELOPMENT S.E. OF MAINST & OGDEN AVE LUSLE, IL 60138							
ORIGINAL ISSUE: 12/28/2021							
RMA PROJECT NO: 26408000							
SHEET NUMBER							
C3.0							



GRADING NOTES

- CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
- ALL PROPOSED SPOT GRADE ELEVATIONS AND FIN ELEVATIONS WHEN OF ALICID CURB AND GUTTER REFER TO FLOW LINE ELEVATIONS UNLESS OTHERWISE NOTED.
- ALL ELEVATIONS SHOWN OTHER THAN FINISHED GRADE UNLESS OTHERWISE NOTED GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SURFACE ELEVATIONS.
- NO EXISTING SLOPE SHALL BE GREATER THAN 3:1 UNLESS OTHERWISE NOTED.
- MINIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2 OR 2 IN ALL DIRECTIONS.
- MINIMUM RUNNING SLOPE SHALL NOT EXCEED 2% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES.
- WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB CONTRACTOR TO INSTALL REVERSE GUTTER INLET.
- MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS.
- ALL WATER LINES 4" SHALL BE DUCTILE IRON PIPE CLASS 52.
- ALL SANITARY SEWER LINES SHALL BE PVC SCHEDULE 40 304-304 304 304 EXCEPT FOR SANITARY SEWER THAT CROSSES ABOVE WATER MAIN THIS PIPE SHALL BE FIBER GLASS (UNLESS WATER MAIN CASING IS UTILIZED) PROVIDE 42" MINIMUM COVER.
- CONTRACTOR SHALL COORDINATE ANY DISPOSITIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
- ALL ELECTRIC AND TELEPHONE EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISPOSITIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANIES.
- CONTRACTOR SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM LINE. WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE COVERING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.
- CONTRACTOR TO CALL "JULIE" (1-800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE DRIVING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN SANITARY SEWER, WATER MAIN OR ANY OTHER UTILITIES, THE CONTRACTOR SHALL LOCATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER AND THE OWNER'S DESIGNER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION. THE MUNICIPALITY SHALL BE NOTIFIED OF ANY AND ALL CHANGES TO THE DESIGN PLANS.
- CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF PRACTICE SPECIFIED BY ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SHIELDING, REMEDIATION AND OTHER MEASURES TO PROTECT ALL UTILITIES TO INCLUDE, BUT NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH PERFORMANCE ORDERS AS REQUIRED BY OSHA.
- CONTRACTOR TO AVOID OBSTRUCTION OF ANY ADJACENT TENANT'S TRAFFIC OPERATIONS DURING INSTALLATION OF UTILITIES.
- ALL DIMENSIONS ARE TO CENTERLINE OF PIPE OR CENTER OF MANHOLE UNLESS NOTED OTHERWISE.
- SEE ARCHITECTURAL AND MEP PLANS FOR EXACT UTILITY CONNECTION LOCATIONS AT BUILDING.
- LIGHT POLES SHOWN FOR COORDINATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE SITE LIGHTING PLANS BY OTHERS FOR MORE INFORMATION.

GRADING & UTILITY LEGEND

TP = TOP OF PAVEMENT	EX WATER LINE
EP = EDGE OF PAVEMENT	EX HYDRANT
FL = FLOW LINE	EX WATER VALVE
TC = TOP OF CURB	EX SANITARY SEWER LINE
ME = MATCH ELEVATION	EX SANITARY SEWER MANHOLE
TF = TOP OF FOUNDATION	EX STORM DRAIN LINE
R = FIN ELEVATION	EX STORM MANHOLE
TR = TOP OF WALL	EX LIGHT POLE
FD = FINISHED DRIVE	PROPOSED STORM SEWER LINE
TS = TOP OF STAIRS	PROPOSED STORM STRUCTURE
BT = BOTTOM OF STAIRS	PROPOSED SANITARY SEWER LINE
--- PROPOSED CONTOUR	PROPOSED STORM/SANITARY CLEANOUT
--- EXISTING CONTOUR	PROPOSED WATER LINE
--- HIDE LINE	PROPOSED VALVE VAULT
--- SLOPE AND FLOW DIRECTION	PROPOSED VALVE BOY
	PROPOSED FIRE HYDRANT
	PROPOSED LIGHT POLE

**EXHIBIT B.10 -
STORMWATER DRAINAGE PLAN**

DATE: 12/08/2021

Kimley»Horn

CIVIL ENGINEERS

1000 W. MAIN ST. SUITE 100
DENVER, CO 80202
PHONE: 303.733.1300
FAX: 303.733.1301

SCALE: AS NOTED

DESIGNED BY: RMB

DRAWN BY: JTC

CHECKED BY: RMB

FLANNERY & COLLINS

REGISTERED PROFESSIONAL ENGINEERS

GRADING AND UTILITY PLAN

MIXED-USE DEVELOPMENT

SITE OF MAIN ST & OGDEN AVE

SHEET NO. 6.053C

ORIGINAL DATE: 12/08/2021

FINAL PROJECT NO: 26628500

SHEET NUMBER

C4.0

EXHIBIT J - STORMWATER DRAINAGE PLAN



MEMORANDUM

To: Village of Lisle

From: Ryan Martin, PE
Kimley-Horn and Associates, Inc.

Date: December 8th, 2021

Re: **Mixed-Use Development**
SE corner of Main St and Ogden Avenue / Route 34
Village of Lisle, DuPage County, IL

Introduction

Kimley-Horn and Associates, Inc., serves as the engineering consultant for Flaherty & Collins. They are proposing to construct a mixed-use development at the southeast corner of Main Street and Ogden Avenue; the site is located north of School Street and west of Spencer Avenue, excluding the existing commercial parcel/building at the northeast corner of Main Street and School Street. The total site area is approximately 2.92 acres.

The sitework includes demolition of an existing vacant strip mall-style commercial building and surrounding parking lot, modifications to the surrounding Village of Lisle public right-of-way streetscape, and grading a pad for construction of the mixed-use commercial and residential buildings and parking structure. Proposed improvements will also include removal and/or modifications to the existing storm sewer, water, and sanitary sewer within the subject site limits and within the surrounding public right-of-way.

The site is largely impervious in the existing condition and hasn't changed substantially since the critical dates identified in the DuPage County ordinance, latest edition (May 2019), when considering site runoff and post construction best management practices (PCBMPs).

Existing Conditions

In addition to the information provided above regarding current site use, a gas station was previously located at the southeast corner of Ogden Avenue and Main Street. The gas station was demolished sometime between 2013 and 2015 based on historical imagery and was replaced with a vacant impervious pad. The gas station area has been fully mitigated per a "No Further Remediation Letter" from the Illinois Environmental Protection Agency (IEPA) dated June 4th, 2021.

No existing floodplain or wetlands are present on-site.

The commercial portion of the site currently includes a storm sewer system within the existing parking lot. This storm sewer routes surface drainage from the parking lot to the public storm

sewer within the Main Street right-of-way. Per the attached Existing Impervious Area Exhibit, the existing impervious area on-site is found to be 2.80 acres (121,968 SF) and the existing impervious area within the limits of disturbance off-site (i.e. within the Village's public right-of-way / streetscape area) is found to be 0.61 acres (26,572 SF) to the existing back of curb limits.

Proposed Conditions

The proposed improvements will remove the existing structures and parking lot and provide a mixed-used development that is generally constructed from "lot line to lot line". To match the proposed use, the surrounding public streetscape will be modified to remove unnecessary driveway access points. The existing property has eight (8) driveway accesses to the site. The proposed site plan indicates that driveway access points will be reduced to three (3) in total; zero (0) off of Ogden Avenue, one (1) off of Main Street, zero (0) off of School Street, and two (2) off of Spencer Avenue. The revised streetscape will include increased greenspace parkway areas and an increase in landscaped planter areas, which will result in a net decrease in impervious area for the surrounding public right-of-way.

Per the attached Proposed Impervious Area Exhibit, the proposed impervious area on-site is found to be 2.60 acres (113,256 SF) and the existing impervious area within the limits of disturbance off-site (i.e. within the Village's public right-of-way / streetscape area) is found to be 0.64 acres (27,878 SF) to the existing back of curb limits.

No proposed storm sewer will be provided on-site to capture surface runoff given the nature of the mixed-use development. Roof drain connections from the proposed building, however, will be connected to the public storm sewer in the post-development condition.

Conclusion

The net decrease in total impervious areas on-site is 0.20 acres (8,712 SF) and a total increase of impervious area for the surrounding public right-of-way of 0.03 acres (1,306 SF). Site runoff storage is not required per section 15-72.A.1 of the DuPage County Stormwater Management Plan since the net increase of impervious area is less than 25,000 SF from the condition as of February 15th, 1992. Additionally, post construction best management practices (PCBMPs) are not required since the increase in net new impervious area for the proposed site is less than 2,500 SF from the condition as of April 23, 2013 per section 15-63.A.1 of the DuPage County Stormwater Management Plan.

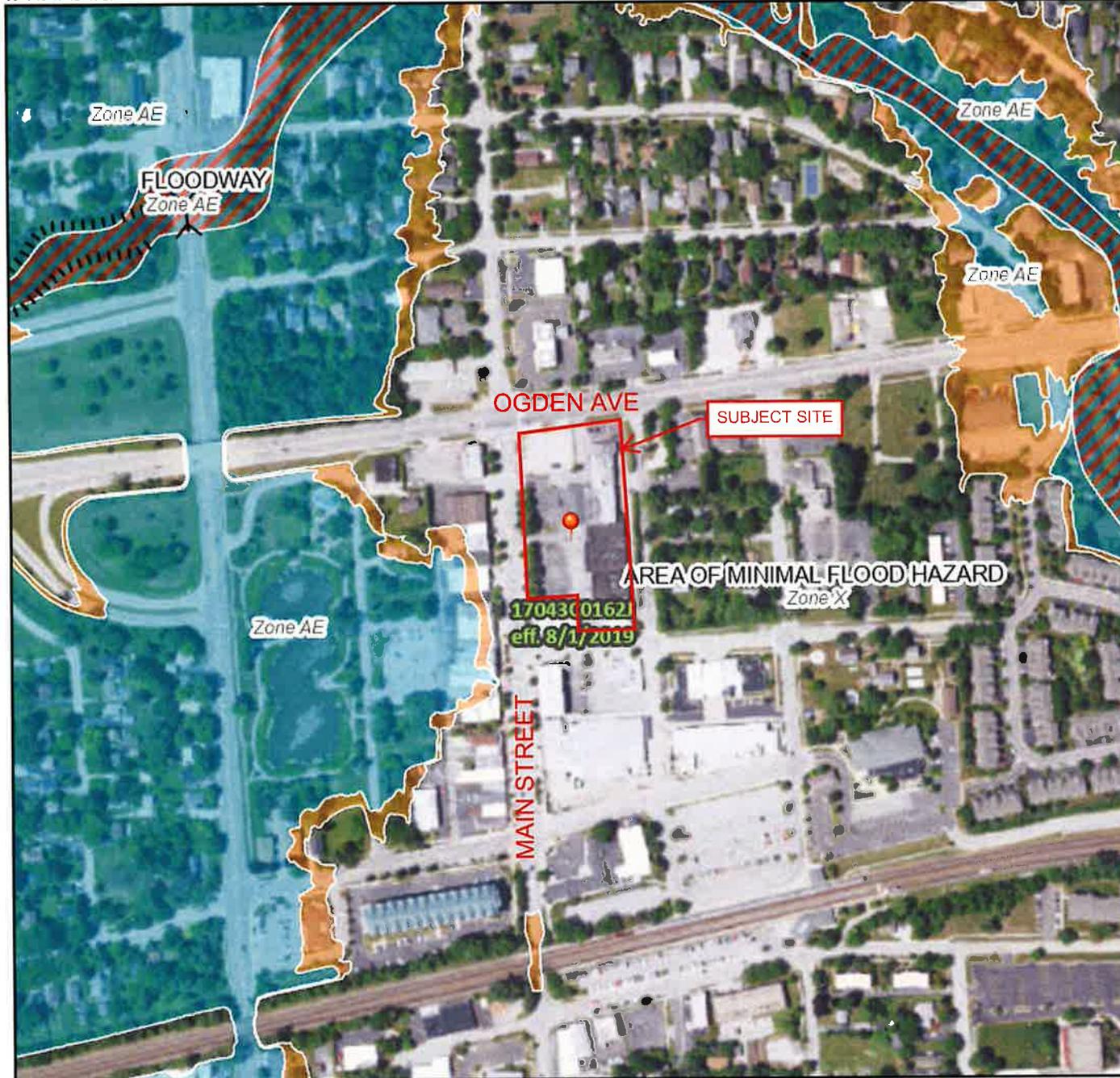
Attachments

- FEMA Floodplain Map
- US Fish & Wildlife Wetland Map
- Existing Impervious Area Exhibit
- Proposed Impervious Area Exhibit

National Flood Hazard Layer FIRMette



88°4'46"W 41°48'15"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

88°4'8"W 41°47'48"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes, Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/19/2021 at 10:26 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



October 19, 2021

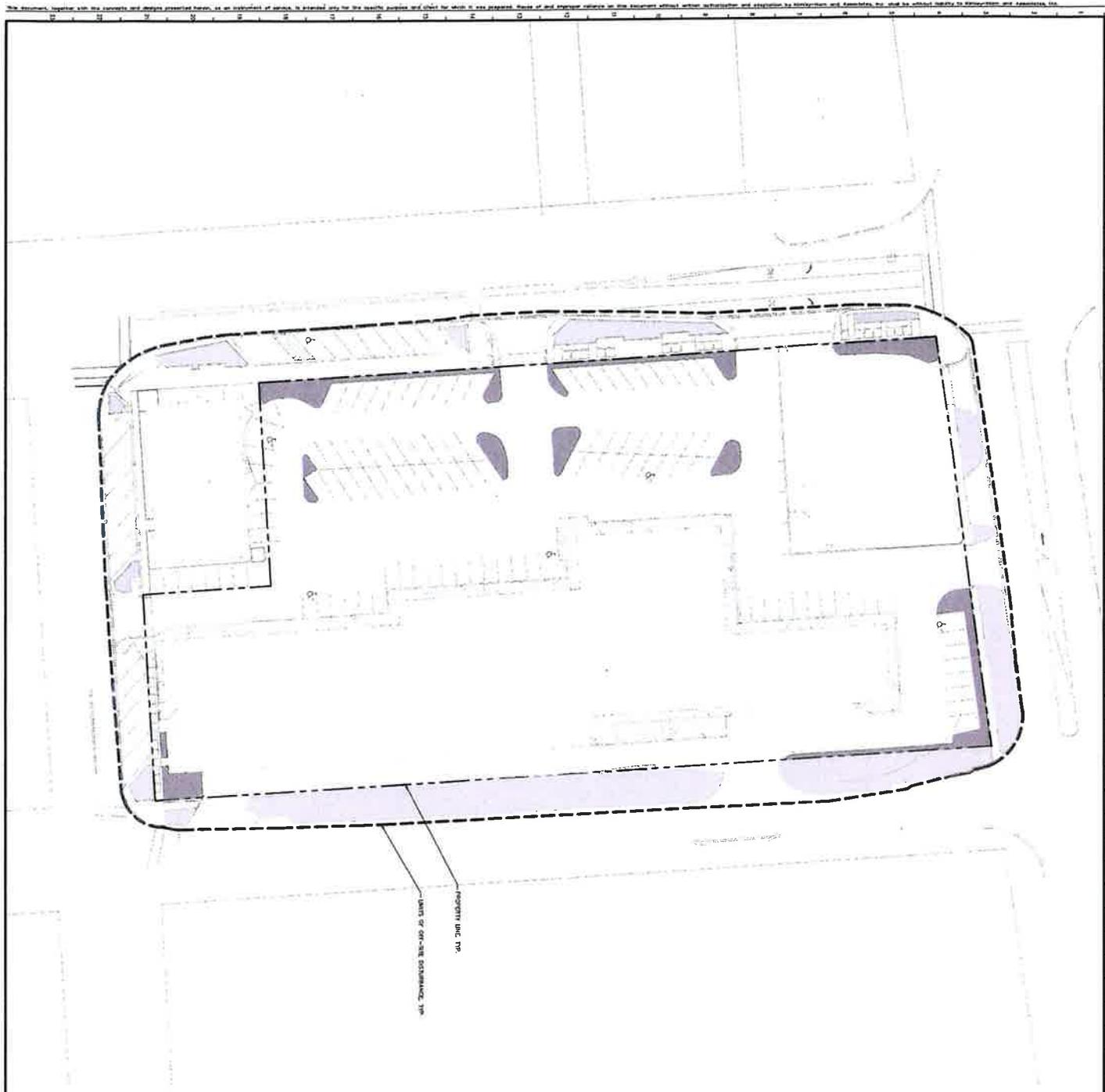
Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

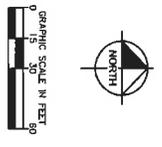
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



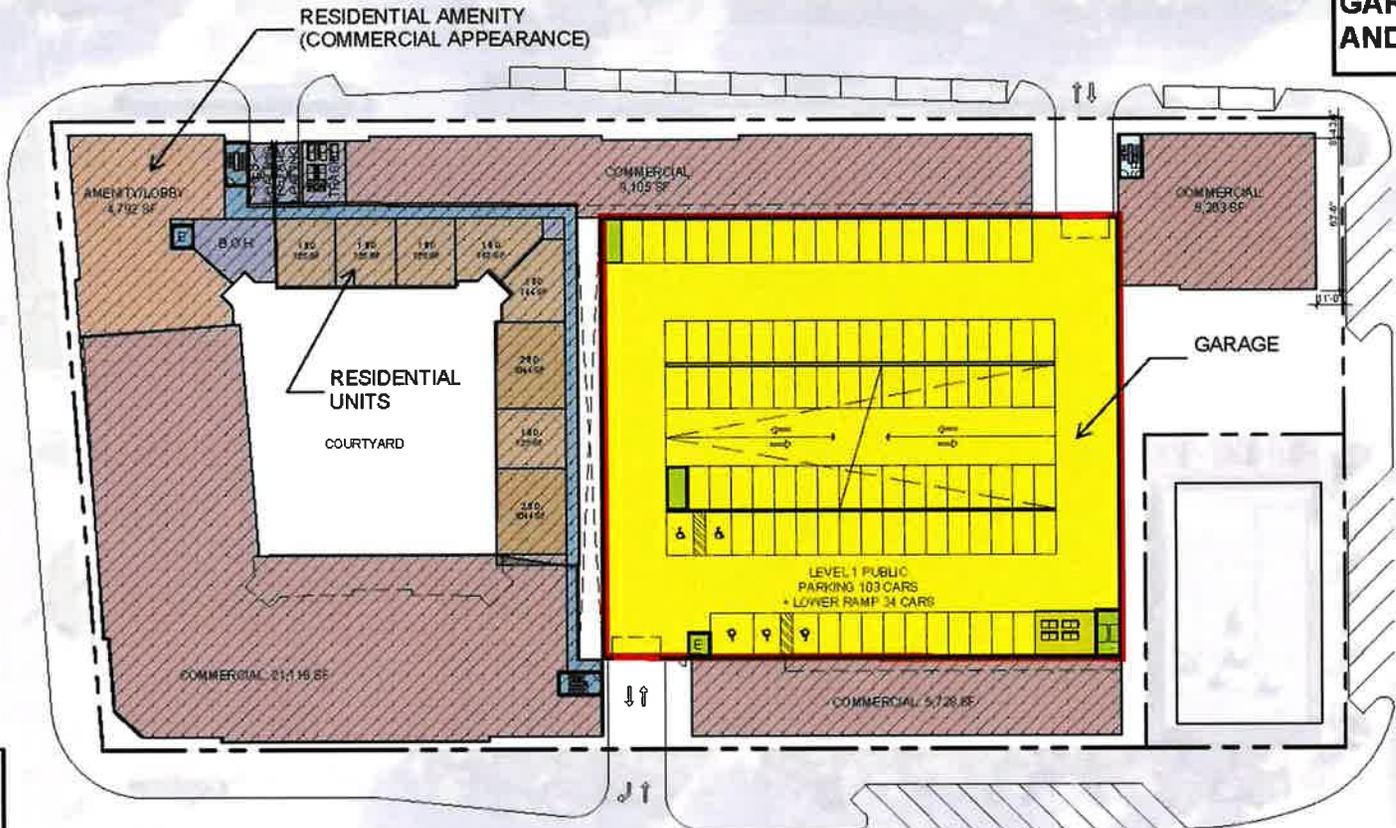
PROPERTY LINE, TYP.
LIMITS OF OFF-SITE DRAINAGE, TYP.

SITE DATA	
DATE:	2/28/13
TOTAL SITE AREA:	2.82 AC (243,000 SQ FT)
IMPERVIOUS AREA:	2.80 AC (242,000 SQ FT)
PERVIOUS AREA:	0.02 AC (1,000 SQ FT)
DEVELOPABLE AREA:	0.13 AC (11,000 SQ FT)
AREA OF DISTURBANCE:	0.81 AC (70,000 SQ FT)
IMPERVIOUS AREA:	0.27 AC (23,000 SQ FT)
PERVIOUS AREA:	0.54 AC (47,000 SQ FT)

LEGEND	
	EXISTING IMPERVIOUS AREA
	EXISTING PERVIOUS AREA
	PROPERTY LINE BOUNDARY
	EXISTING LIMITS OF DISTURBANCE

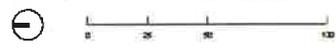


**EXHIBIT B.12. -
GARAGE PLANS
AND ELEVATIONS**



LEGEND

[White Box]	PARKING
[Light Blue Box]	BACKOFF HOUSE (MECH / ELEC)
[Light Orange Box]	AMENITY
[Light Blue Box]	CIRCULATION (HORE / VERT)
[Light Orange Box]	UNIT - STUDIO
[Light Orange Box]	UNIT - 1 BRN
[Light Orange Box]	UNIT - 2 BRN



Architecture + Planning
217 N Jefferson Street,
Suite #400
Chicago, IL 60661
888.456.5346
ktgy.com



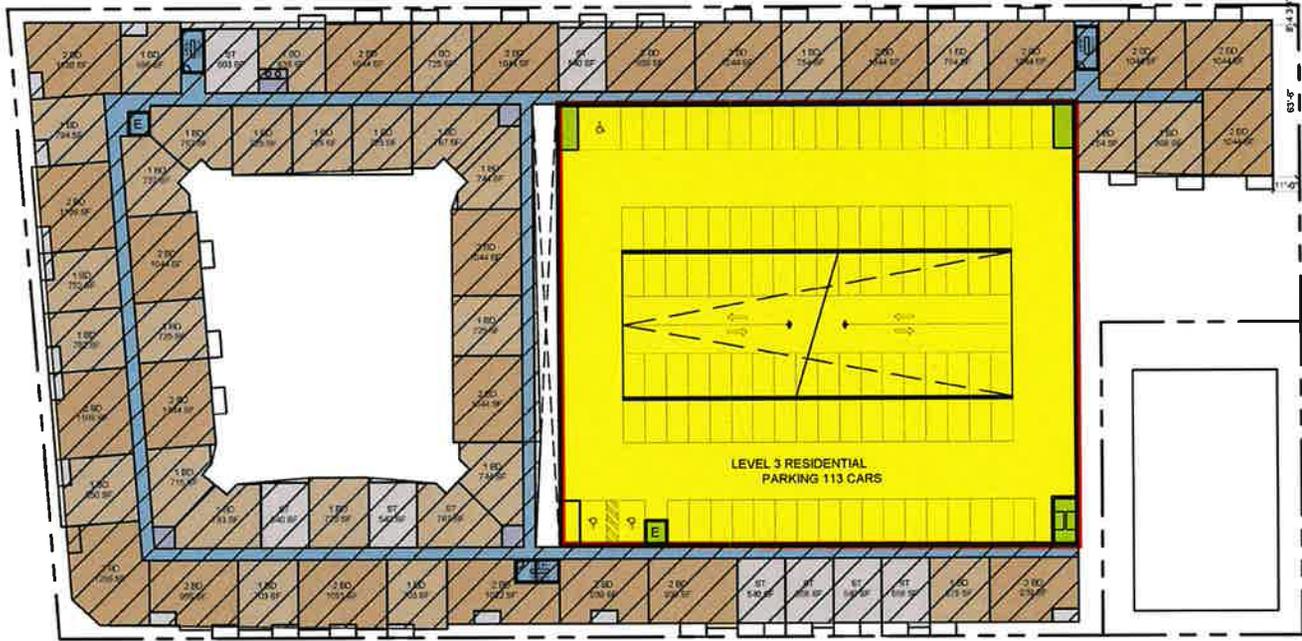
OGDEN & MAIN
USLE IL # 2021-0994

VILLAGE REVIEW
DECEMBER 21, 2021

SITE PLAN / GROUND FLOOR PLAN

A1.0

**EXHIBIT B.12. -
GARAGE PLANS
AND ELEVATIONS**

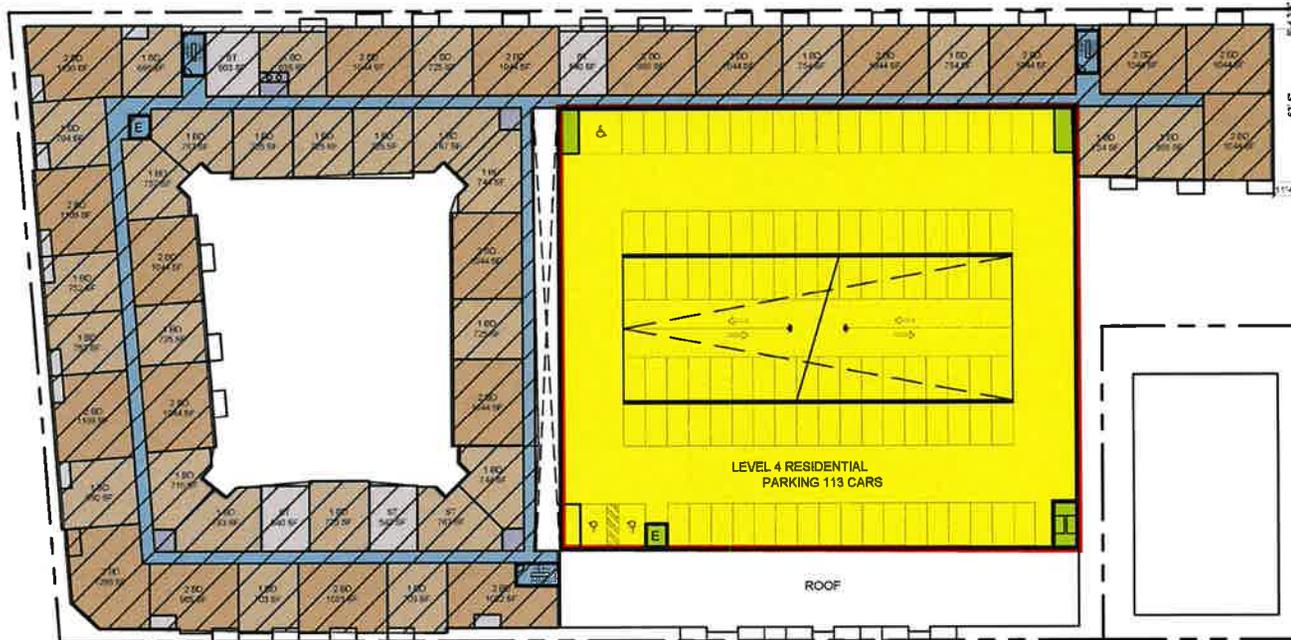


LEGEND

- PARKING
- BACK OF HOUSE (MECH / ELEC)
- AMENITY
- CIRCULATION (HORIZ / VERT)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM



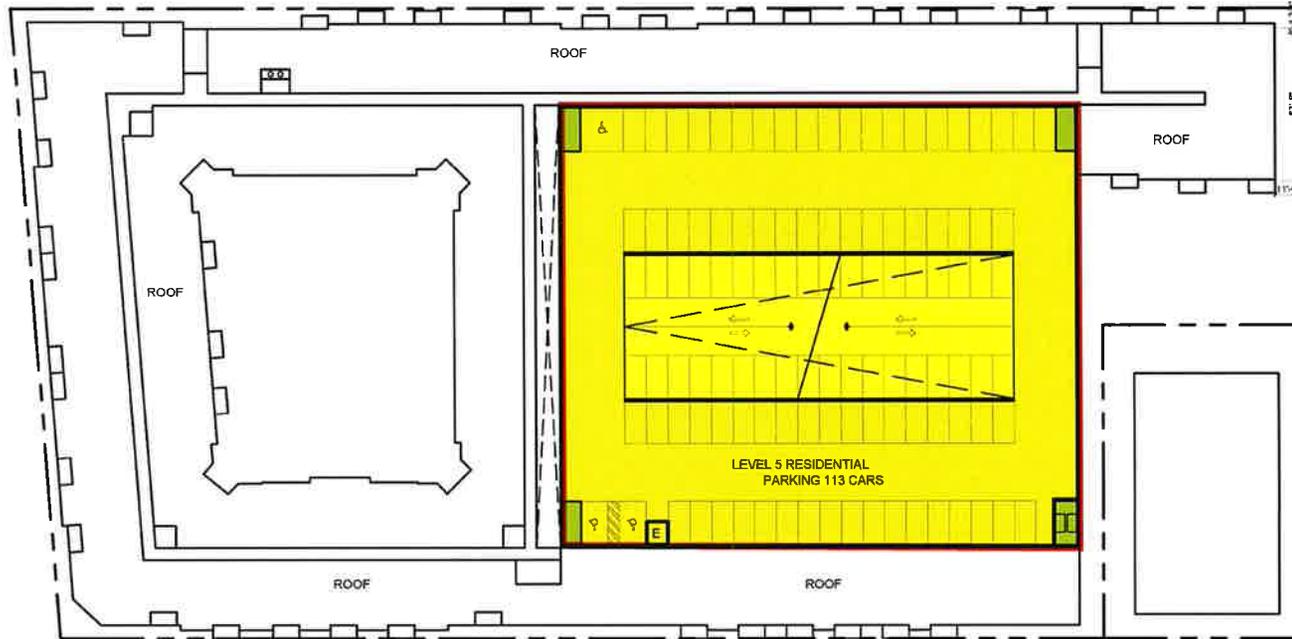
**EXHIBIT B.12. -
GARAGE PLANS
AND ELEVATIONS**



LEGEND

- PARKING
- BACK OF HOUSE (MECH / ELEC)
- AMENITY
- CIRCULATION (HORIZ / VERT)
- UNIT - STUDIOS
- UNIT - 1 BDRM
- UNIT - 2 BDRM

**EXHIBIT B.12. -
GARAGE PLANS
AND ELEVATIONS**



LEGEND

	PARKING
	BACK OF HOUSE (MECH / ELEC)
	AMENITY
	CIRCULATION (HORIZ / VERT)
	UNIT - STUDIOS
	UNIT - 1 BDRM
	UNIT - 2 BDRM

**EXHIBIT B.12. -
GARAGE PLANS
AND ELEVATIONS**

**NOTE ARE ALL OTHER PORTIONS
OF GARAGE ARE CONCEALED BY
RESIDENTIAL CONSTRUCTION.**

1A	FACE BRICK - COLOR 1	1F	FACE BRICK - COLOR 6	2E	CAST STONE - COLOR 5	3E	FIBER CEMENT - COLOR 5	4B	PRE-FIN. MTL. - COLOR 2
1B	FACE BRICK - COLOR 2	2A	CAST STONE - COLOR 1	3A	FIBER CEMENT - COLOR 1	3F	FIBER CEMENT - COLOR 6	5A	PRE-FIN. MTL. CANOPY
1C	FACE BRICK - COLOR 3	2B	CAST STONE - COLOR 2	3B	FIBER CEMENT - COLOR 2	3G	FIBER CEMENT - COLOR 7	5B	PRE-FIN. MTL. / GLASS CANOPY
1D	FACE BRICK - COLOR 4	2C	CAST STONE - COLOR 3	3C	FIBER CEMENT - COLOR 3	3H	FIBER CEMENT - COLOR 8	5C	FABRIC AWNING
1E	FACE BRICK - COLOR 5	2D	CAST STONE - COLOR 4	3D	FIBER CEMENT - COLOR 4	4A	PRE-FIN. MTL. - COLOR 1	6A	PRE-FIN. MTL. RAILING



Exhibit "C"

Final Development Plans

(To be attached and incorporated herein
after Village Board approval)

Exhibit "D"

Project Schedule

(attached)

Exhibit "E"

RESERVED

Exhibit "F"

RESERVED

Exhibit "G"

**Developer's Lender's Financing Commitment Letter issued by Lake City Bank
and dated November 22, 2021**

(attached)

and

**Developer's Financial Certification Letter issued by JP Morgan Bank
and dated December 13, 2021**

(attached)

Exhibit G



November 22, 2021

Julie Collier, Vice President of Development
Flaherty & Collins Properties
One Indiana Square, Suite 3000
Indianapolis, IN 46204

Re: Development financing for the proposed mixed use property, Lisle, IL

Dear Julie,

On behalf of Lake City Bank ("the Bank"), I am pleased to provide this summary of possible terms and conditions for financing of the mixed use property at 4701, 4705-4729 Main Street, Lisle, IL. All terms outlined are subject to the Bank's normal underwriting procedures, due diligence, formal credit approval and loan documentation as described herein:

- Borrower:** Entity To Be Formed
- Purpose:** Finance the construction of a 186 unit multi-family apartment building with 37,000 square feet of commercial/retail space.
- Budget:** The estimated costs of the project are to be \$58,000,000
- Amount:** Up to \$44,000,000 (Limited to 75% LTC)
- Maturity:** 36 months.
- Amortization:** Interest only due and payable monthly
- Interest Rate:** Wall Street Journal Prime + 25 bps. The interest rate on the note will not be less than 4%,
- Prepayment:** The Loan may be paid off prior to maturity without penalty.
- Fee:** 60 basis points
- Collateral:** Loan would be secured by a first lien on the land and improvements to be constructed, all fixtures and personal property of the Borrower, as well as assignments of rents and all permits, plans contracts and related project agreements.
- Recourse:** Subject loan will have the unlimited corporate guaranty Flaherty & Collins Construction, LLC and Flaherty Investors, LLC.
- Other:** The loan would be further conditioned on the following:
1. All closing costs will be subject to reimbursement by Borrower, including but not limited to appraisal, title insurance, survey, legal, bank fees and any other direct costs associated with documenting and closing the loan.
 2. Evidence of sufficient property, casualty, liability and builder's risk insurance on the Property at all times and will provide proof of insurance to the Bank as requested.
 3. Borrower will maintain its primary depository accounts at Bank.
 4. Annual financial statement and tax return of Borrower and Guarantors
 5. Proper assignment of all construction contracts, development agreement, and all other contracts pertinent to the development of the project.
 6. All draw requests will comply with standard construction loan monitoring guidelines. Draw requests will typically be processed monthly. Each submission shall include costs incurred for the current period,

aggregate costs incurred to date, invoices that have been submitted for payment, and certification the project is being built in accordance with plans and specs. A third party inspector will be required to verify the work in place, and a monthly date down endorsement from the title company verifying there are no mechanic's liens filed against the property.

Julie, it is my privilege to offer this proposal for your consideration and we appreciate you extending to us this opportunity. If you have any questions, please feel free to call me at 317.706.9075.

Best regards,

A handwritten signature in blue ink, appearing to read "John Dietzen", with a long horizontal flourish extending to the right.

John Dietzen
Vice President
Commercial Banking

December 13, 2021

To whom it may concern:

This letter is to confirm that JPMorgan Chase Bank, N.A. has maintained a relationship with David M Flaherty since March 1988. David M Flaherty has a balance in excess of \$12,000,000 as of today's date.

It has been my pleasure to have David M Flaherty as my client.

Please do not hesitate to contact me at (317) 684-4068.

Sincerely,

J. Daniel Philpott
Executive Director
J.P. Morgan Private Bank

THIS LETTER AND ANY INFORMATION PROVIDED IN CONNECTION HERewith ARE FURNISHED ON THE CONDITION THAT THEY ARE STRICTLY CONFIDENTIAL, THAT NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN CONNECTION HERewith SHALL ATTACH TO JPMORGAN CHASE & CO., ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF ITS OFFICERS, EMPLOYEES, OR AGENTS, THAT THIS LETTER MAKES NO REPRESENTATIONS REGARDING THE GENERAL CONDITION OF THE SUBJECT, ITS MANAGEMENT OR THE SUBJECT'S FUTURE ABILITY TO MEET ANY OBLIGATIONS, AND THAT ANY INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE. VALUATIONS OF CERTAIN ASSETS HELD IN THE ACCOUNT(S) MAY NOT NECESSARILY REFLECT THEIR MARKET PRICE ON TODAY'S DATE, AS CERTAIN ASSET VALUES ARE NOT DETERMINED ON A DAILY BASIS. IF AN ASSET IS NOT PRICED DAILY (E.G., IT IS PRICED WEEKLY OR MONTHLY), THE ACCOUNT(S) WILL REFLECT THE ASSET'S VALUE AS OF THE LAST PRICING. THE INFORMATION PRESENTED IS OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, WITHOUT EXPRESS OR IMPLIED WARRANTIES AS TO COMPLETENESS OR ACCURACY. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ERRORS AND OMISSIONS REGARDING THIS INFORMATION.

Bank products and services, which may include bank-managed investment accounts and custody as part of its trust and fiduciary services, are offered through JPMorgan Chase Bank, N.A. and its affiliates.

Brokerage investment products and services are offered through J.P. Morgan Securities LLC, member FINRA and SIPC.



JPMorgan Chase Bank, N.A. Member FDIC

INVESTMENT PRODUCTS: • NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

1218-131-CR-MR

Exhibit "H"

Operating Budget

(attached)

Exhibit H

PROFORMA SUMMARY

MULTIFAMILY INCOME									DEVELOPER PROJECT COSTS			
	Unit SF	Units	Unit Mix	Rents	Monthly	Annual	RSF	Rent/SF	Total	/Unit	/NSF	
One Bedroom / One Bath	691	106	60%	\$1,838	194,780	2,337,360	73.260	2.66	\$3,600,000	\$20,455	\$24.50	
Two Bedroom / Two Bath	1,052	70	40%	\$2,623	183,595	2,203,140	73.650	2.49	\$40,640,420	\$230,911	\$276.63	
TOTAL / AVERAGE	835	176	100%	\$2,150	\$378,375	\$4,540,500	146,910	\$2.58				
Vacancy				4.55%	(\$17,199)	(\$206,386)						
EFFECTIVE INCOME - MULTIFAMILY					\$361,176	\$4,334,114						
COMMERCIAL INCOME												
	SF	Rent/SF	Monthly	Annual								
Retail Gross Income	37,000	\$18.54	57,167	686,000								
Less: Vacancy	6.0%	\$ (1.11)	(3,543)	(42,510)								
NNN Reimbursable		\$ 0.61	1,875	22,500								
EFFECTIVE INCOME - COMMERCIAL	37,000	\$ 18.00	\$55,499	\$665,990								
Less: Expenses (incl. Taxes)		\$ (5.20)	(16,024)	(192,294)								
NET OPERATING INCOME - COMMERCIAL		\$ 12.80	\$39,475	\$473,696								
OTHER INCOME												
	Units	Rents	Monthly	Annual								
Parking Revenue	179	125.00	22,375	268,500								
Miscellaneous	176	103.39	18,196	218,356								
TOTAL			\$40,571	\$486,856								
Vacancy		4.55%	(1,844)	(22,130)								
EFFECTIVE OTHER INCOME			\$38,727	\$464,726								
TOTAL EFFECTIVE INCOME			\$399,903	\$5,464,830								
OPERATING EXPENSES - MULTIFAMILY												
	Unit/Year		Annual									
Operating Expenses - Non-Controllable	4.431		779,882									
Property Insurance	450		79,200									
Real Estate Taxes	4.443		781,924									
OPERATING EXPENSES (BEFORE RESERVES)			\$9,324	\$1,641,006								
Replacement Reserves			200	35,200								
OPERATING EXPENSES	<i>% of Gross Income</i>	<i>30.67%</i>	\$9,524	\$1,676,206								
TOTAL OPERATING EXPENSES				\$1,868,500								
NET OPERATING INCOME				\$3,596,330								
DEVELOPER PROJECT COSTS												
	Total	/Unit	/NSF									
Land	\$3,600,000	\$20,455	\$24.50									
Hard Construction Costs	\$40,640,420	\$230,911	\$276.63									
Architectural & Engineering												
Architectural & Engineering Fees	1,625,000	9,233	11.06									
Legal & Organizational												
Real Estate Attorney / Legal Fees	160,000	909	1.09									
Organizational - Partnership	10,000	57	0.07	4.50%								
Title Insurance & Recording	45,000	256	0.31									
Marketing & Lease-Up												
Furniture, Fixtures & Equipment	450,000	2,557	3.06									
Working Capital, Pre-Leasing, Travel	175,000	994	1.19									
Commercial Leasing Commissions - 6.00%/1 yrs	38,690	220	0.26									
Leasing Incentive Fee - \$300/unit	52,800	300	0.36	\$300								
Lease-Up Operating Deficit	128,914	732	0.88									
Financing												
Net Construction Interest - 4.50%	2,007,742	11,408	13.67									
Lender Inspections	30,000	170	0.20									
Origination Fee Senior Debt - 0.60%	317,763	1,805	2.16	0.00%								
Origination Fee F&C - 0.25%	26,627	151	0.18	0.00%								
Miscellaneous Financing Fees	800,000	4,545	5.45	/sq. ft.								
General & Administrative												
Third Party Reports	32,000	182	0.22									
Insurance	168,000	955	1.14									
Property Taxes	175,000	994	1.19									
Land Broker Fee - 0.00%	-	-	-									
Municipality Fees	1,144,000	6,500	7.79									
Construction Administration Fee - 0.00%	-	-	-									
Tenant Improvements - \$75/sq. ft.	2,775,000	15,767	18.89									
Other Development Fees												
Development Contingency - 5.00%	2,032,021	11,546	13.83									
Developer Overhead - 5.00%	2,721,312	15,462	18.52									
TOTAL PROJECT COSTS	\$59,155,288	\$336,110	\$402.66									
SOURCES OF FUNDS												
	Total	/Unit	/SF									
Developer Contribution	90%	53,210,452	302,332	362.20								
TIF	10%	5,944,837	33,777	40.47								
Elevate Turkey	0%	-	-	-								
TOTAL SOURCES	\$59,155,288	\$336,110	\$402.66									
<i>Maximum Developer Contribution</i>				\$51,376,139								

Exhibit "1"

Prohibited Uses

The following uses shall be prohibited within the first-floor, commercial premises with direct pedestrian entrance from, or a window along, Main Street and/or Ogden Avenue at 4701 and 4705-4729 Main Street, Lisle, Illinois:

ADULT USES AND ADULT ENTERTAINMENT BUSINESSES
BANKS; PROVIDED, HOWEVER, THAT ATM'S AND ATM KIOSK SPACES SHALL BE PERMITTED
CANNABIS DISPENSARIES
CELL PHONE STORES UNLESS STORE IS OPERATED BY OPERATED OR AUTHORIZED BY NATIONAL CELLULAR COMPANY (E.G., T-MOBILE, VERIZON, SPRINT, ETC.)
CHILDCARE FACILITIES
CONSIGNMENT SHOPS
CURRENCY EXCHANGES
DISCOUNT OR OFF-PRICE RETAILERS OF ANY KIND - PRIMARILY SELLING MERCHANDISE THAT CONSISTS OF "IRREGULAR," "FACTORY-SECOND" OR OTHER IMPERFECT GOODS
GAS STATIONS
GOVERNMENT AGENCY OFFICES
DRY-CLEANING PLANT/FACILITY; PROVIDED, HOWEVER, A DROP-OFF/PICK-UP FACILITY IS PERMITTED, PROVIDED THE USE DOES NOT EXCEED 1,200 SQUARE FEET
MEDICAL-RELATED USE OR MEDICAL CLINIC
PAY DAY LOAN STORES
PHYSICAL THERAPY CENTER
REAL ESTATE SALES; PROVIDED, HOWEVER, THAT THE DEVELOPER OR DEVELOPER'S PROPERTY MANAGER'S LEASING / SALES OFFICE WOULD BE EXEMPT FROM THIS PROHIBITION
SURPLUS MERCHANDISE STORES
WAREHOUSE FACILITY, STORAGE FACILITY OR STORAGE LOCKER FACILITY; PROVIDED, HOWEVER, THAT STORAGE FACILITIES AND/OR STORAGE LOCKER FACILITIES INCIDENTAL AND RELATED TO OTHERWISE PERMITTED USES (INCLUDING, WITHOUT LIMITATION, GENERAL RETAIL/INVENTORY STORAGE, EMPLOYEE LOCKERS, GYM OR FITNESS LOCKERS, AND RESTAURANT WINE LOCKERS) SHALL NOT BE PROHIBITED
STOCK BROKER/INVESTMENT HOUSE
SWIMMING POOL SALES AND SUPPLY STORES
TATTOO/BODY PIERCING ESTABLISHMENTS
TOBACCO AND E-CIGARETTE STORES AND SMOKING (VAPE) CAFES; PROVIDED, HOWEVER, THAT SALES OF TOBACCO, E-CIGARETTES, AND VAPES AND VAPING PARAPHENALIA THAT ACCOUNT FOR LESS THAN 20% OF A TENANT'S GROSS SALES SHALL NOT BE PROHIBITED
GENERAL LIQUOR STORES; PROVIDED, HOWEVER, THAT CRAFT BEER SALES/TAP ROOMS AND/OR WINE SHOPS/TASTING ROOMS SHALL BE PERMITTED IF LESS THAN 1,200 SQ FT
TRAVEL AGENTS
TELEMARKETING SERVICES
THRIFT AND RESALE STORES; PROVIDED, HOWEVER, THAT RESALES THAT ACCOUNT FOR LESS THAN 25% OF A TENANT'S GROSS SALES SHALL NOT BE PROHIBITED
VEHICLE/EQUIPMENT RENTAL STORES
VIDEO GAMING CAFES; PROVIDED, HOWEVER, THAT VIDEO GAMES AND SIMILAR MACHINES INCIDENTAL TO AN OTHERWISE PERMITTED USE (E.G., RESTAURANT) SHALL NOT BE PROHIBITED
THESE prohibitions are in addition to those prohibitions on land uses as set forth in the Village of Lisle Zoning Code.

Exhibit "J"

**Schedule of TIF-Eligible Redevelopment Project Costs for the Development
Subject to Reimbursement Under the Redevelopment Agreement**

NOTE: The actual costs incurred by and reimbursed to the Developer for each line item category of TIF-Eligible Redevelopment Project Costs identified in Exhibit "J" may vary because the initial line item dollar amounts are based on estimates, and the reimbursement by the Village to the Developer in one or more of those line item categories may exceed the listed line item dollar amount, provided that the total cost of the TIF-Eligible Redevelopment Project Costs that are paid to the Developer shall not exceed the Maximum TIF Incentive Amount (as defined above in this Agreement)

(attached)

Exhibit J

Project TIF Eligible Costs

Property Acquisition	\$	3,600,000
Demolition	\$	251,172
Site Work	\$	62,541
Public Improvements	\$	591,102
TIF Costs	\$	800,000
Garage (including soft costs)	\$	2,164,860
Total	\$	7,469,675
<i>Eligible Costs Over Proceeds</i>	<i>\$</i>	<i>1,524,838.25</i>

Exhibit "K"

Certificate of Reimbursable TIF-Eligible Redevelopment Project Costs

*[This form may be revised by the Village at its sole discretion.
Additional information may be requested from the Developer.]*

DATE

Attention:
Village Manager and Village Engineer
Village of Lisle
925 Burlington Avenue
Lisle, Illinois 60532

**Re: Developer: Flaherty & Collins Development, Inc. ("F&C")
Redevelopment Agreement for "Family Square" Mixed Use Redevelopment Project
Property Address: 4701 Main Street and 4705 to 4729 Main Street, Lisle, Illinois
TIF District**

Dear Village Manager:

You are requested to disburse funds from the Village of Lisle Downtown TIF District Increment Fund established by the Village pursuant to Section __ of the Redevelopment Agreement in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO.:
2. PAYMENT DUE TO:
3. AMOUNT TO BE DISBURSED: \$

Reimbursement of Interest Costs (a maximum of \$_____) shall be paid directly from the Village's Downtown TIF Fund during the ____ year period following the Effective Date of the Redevelopment Agreement in accordance with 65 ILCS 5/11-74.4-3(q) (6 and 11), as amended, and payout of those Funds shall follow the review and approval process set forth in Section __ of the Redevelopment Agreement.

Reimbursement of other eligible Redevelopment Project Costs shall be paid from the Downtown TIF Fund pursuant to the Redevelopment Agreement.

The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those eligible Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.

The undersigned certifies that:

- (i) I am the _____ [title] of _____ ("Developer") and I am authorized by Developer to make the following representations on behalf of Developer to the Village

of Lisle for the purpose of inducing the Village to make certain payments to Developer, as hereafter set forth;

- (ii) The amounts to be reimbursed pursuant to this Request for Reimbursement were made or incurred or financed and were necessary for the Development and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
- (iii) The expenditures for which amounts are requisitioned represent proper TIF-Eligible Redevelopment Project Costs (as defined in the Illinois TIF District Act), have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth in Schedule 1, with paid invoices attached for all sums for which reimbursement is requested;
- (iv) The moneys requisitioned are not greater than those necessary to reimburse the Developer for its funds actually advanced for TIF-Eligible Redevelopment Project Costs;
- (v) The amount of TIF-Eligible Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to Section ___ of the Redevelopment Agreement, excluding Interest Costs, is not in excess of \$ _____; and
- (vi) The Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Attached to this Request for Reimbursement is Schedule "1", together with copies of invoices or bills of sale, copies of waivers of lien and a contractor's sworn statement and affidavit covering all items for which reimbursement is being requested, and a copy of the TIF-Eligible Redevelopment Project Costs Schedule for the Development on which it has been noted all TIF-Eligible Redevelopment Project Costs heretofore reimbursed to the Developer.

Developer: Flaherty & Collins Development, Inc.

By: _____
Name: _____
Title: Authorized Officer

Date: _____, 202__

RECOMMENDED FOR PAYMENT:

VILLAGE OF LISLE, ILLINOIS

By: _____
Name: _____
Village Manager

Date: _____, 202__

By: _____
Name: _____
Village Engineer

Date: _____, 202__

VILLAGE BOARD APPROVAL:

By: _____

Name: _____

Mayor

Date: _____, 202__

Schedule "1"

- Itemized expenditures
- Identification of relationship of each expenditure to the Development
- Obligating document (i.e., contract, invoice, etc.)
- Evidence of payment (i.e., cancelled check, receipt, etc.).
 - Lien Waivers and Partial Lien Waivers
 - Contractor Sworn Statements
 - Amount of this payment request
 - Total payments received to date
 - **Schedule of TIF-Eligible Redevelopment Project Costs for the Development**
- **All documentation shall demonstrate that the costs constitute bona fide expenditures actually made and incurred by the Developer in connection with the Development.**

Exhibit "L"

List of Public Improvements

(attached)

Exhibit “L”

List of Public Improvements for “Family Square” Mixed Use Redevelopment Project

Completion of the below Public Improvements shall be performed by and at the cost of the Developer or the Village, as noted below:

- Repaving (mill and resurfacing) of the western half of Spencer Avenue roadway between Ogden Avenue and School Street post-construction, and, to the extent damaged by the Developer's construction activities, repaving of the eastern half of Spencer Street from Ogden Avenue to School Street. Roadway shall be configured to optimize availability of west-side Spencer Avenue on-street parking. (Developer to complete this work at its cost, which is a TIF-Eligible Redevelopment Cost).
- Installation of storm sewer drainage system as required along west side of Spencer Avenue due to the installation of curb and gutter including storm sewers, catch basins, manholes and inlets, and as required by the Village plan review and engineering review process. (Developer to complete this work at its cost, which is a TIF-Eligible Redevelopment Cost).
- Construction and/or installation of bicycle and pedestrian improvements at Main Street and Ogden Avenue and at Spencer Avenue and School Street as recommended in the 2019 Downtown Lisle Master Plan. (Developer to complete this work at its cost, which is a TIF-Eligible Redevelopment Cost).
- Pedestrian and vehicle scale light pole installation with banner and hanging basket hardware along Spencer Avenue. (Developer to complete this work at its cost, which is a TIF-Eligible Redevelopment Cost).
- Streetscape installation along the west side of Spencer Avenue and the south side of Ogden Avenue, including concrete and paver sidewalks, landscape planter boxes, street trees, landscaping, irrigation, street furniture, and electrical outlets in planter boxes and on street lights. (Developer to complete this work at its cost, which is a TIF-Eligible Redevelopment Cost).
- Bury existing overhead utility lines along Spencer Avenue. (Developer to complete this work at its cost, which is a TIF-Eligible Redevelopment Cost).

Exhibit "M"

**TIF Form Letter Regarding Annual TIF Act Redevelopment Agreement –
Disclosures by Developer to the Village per 65 ILCS 5/11-74.4-5**

[Form – on Developer Letterhead]

DATE

To: Mayor and Board of Trustees
Village of Lisle
925 Burlington Avenue
Lisle, Illinois 60532

**Re: Annual TIF Act Redevelopment Agreement Disclosure by Developer to the Village
Developer: Flaherty & Collins Development, Inc.
Redevelopment Agreement for "Family Square" Mixed Use Redevelopment Project
Property Address: 4701 Main Street and 4705 to 4729 Main Street, Lisle, Illinois**

In accordance with 65 ILCS 5/11-74.4-5, for Fiscal year 2022 and thereafter, the Developer provides to the Village of Lisle, Illinois as part of its continuing disclosure obligations under the ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF LISLE, ILLINOIS AND FLAHERTY & COLLINS DEVELOPMENT, INC. CONCERNING "FAMILY SQUARE" MIXED USE REDEVELOPMENT PROJECT, the following information to allow the Village of Lisle to comply with its annual disclosure requirements to the Illinois State Comptroller's Office: The Developer states as follows:

1. Number of jobs, if any, projected to be created w/in TIF District at the time of approval of RDA.
 - a. Developer Response: _____.
2. Number of jobs, if any, created as a result of the development to date for that reporting period under the same guidelines and assumptions as was used for the projections used at the time of approval of RDA.
 - a. Developer Response: _____.
3. Amount of increment projected to be created at the time of approval of RDA.
 - a. Developer Response: _____.
4. Amount of increment created as a result of the development to date for that reporting period using the same assumptions as was used for the projections used at the time of the approval of RDA.
 - a. Developer Response: _____.
5. Stated rate of return identified by the developer, if any. Stated rates of return required to be reported shall be independently verified by a third party chosen by Village.
 - a. Developer Response: _____.

If you have any questions regarding the above information, please advise.

Sincerely,

Name

Flaherty & Collins Development, Inc.

cc. Village Manager
Village Attorney

Exhibit "N"

Estimated Property Taxes Schedule

(attached)

EXHIBIT N

<u>Year</u>	<u>Tax</u> <u>Year</u>	<u>Collection</u> <u>Year</u>	<u>Estimated</u> <u>Property</u> <u>Taxes</u>
1	2021	2022	\$ -
2	2022	2023	\$ -
3	2023	2024	\$ -
4	2024	2025	\$ 909,941
5	2025	2026	\$ 928,140
6	2026	2027	\$ 946,703
7	2027	2028	\$ 965,637
8	2028	2029	\$ 984,950
9	2029	2030	\$ 1,004,649
10	2030	2031	\$ 1,024,742
11	2031	2032	\$ 1,045,237
12	2032	2033	\$ 1,066,141
13	2033	2034	\$ 1,087,464
14	2034	2035	\$ 1,109,214
15	2035	2036	\$ 1,131,398
16	2036	2037	\$ 1,154,026
17	2037	2038	\$ 1,177,106
18	2038	2039	\$ 1,200,648

Exhibit "O"

On-Site and Off-Site Parking Plan

(attached)

Exhibit "O"

On-Site and Off-Site Parking Plan for "Family Square" Mixed Use Redevelopment Project

The proposed 554 space parking structure allows for the following breakdown:
396 spaces for residential (2.25 spaces per unit per zoning code)
43 spaces for office/retail/commercial mix
90 public parking spaces – dedicated on the first floor
25 spaces for the bank – dedicated on the first floor; separate from public spaces

554 TOTAL

90 public parking spaces will be dedicated by a plat of dedication or a permanent easement, the form and content of which shall be approved by the Village Attorney, and will be designated and located on the ground floor of the parking structure. As part of the approval of the Final Development Plans, the corporate authorities of the Village will determine the parking regulation signage to be used to designate public parking; the signage will communicate parking regulations, including hourly limits and when the limits apply, as determined by the Village. The corporate authorities of the Village, in their discretion, may change the parking regulations for the public parking spaces inside the parking structure and upon notice of any such change, the Developer shall replace the signage with new signage that conforms to the Village's notice. This parking regulation information will be provided by the Village to Flaherty & Collins prior to construction completion. Flaherty & Collins will provide the initial parking signage for the parking structure.

The 43 office/retail/commercial spaces will be primarily located "behind the gate" on the upper parking levels and will be accessed with a key fob. Approximately 20 of these spots will be located on the first floor to allow for parking for patrons of the office/retail/commercial space. These spaces will not overlap with the public parking spaces or the ACB&T parking spaces.

Residential parking will be "behind the gate" on the upper parking levels and will be accessed with a key fob.

Flaherty & Collins and the Village will work together to ensure that the Development's residents are not overburdening the Village's 90 public parking spaces within the parking structure and/or the on-street public parking within the Village. The Village will be responsible for monitoring their hourly on-street parking restrictions. Flaherty & Collins will communicate local public parking restrictions to residents when they apply for apartments. Flaherty & Collins will assess how best to keep residents parking in designated parking spaces inside the parking structure when lease-up begins based on market conditions at that time; such measures will be determined by Flaherty & Collins with the goal to minimize residents using on-street public parking or the designated 90 public spaces within the Development's parking structure.

#511168v2

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Kristy Grau, the Village Clerk of the Village of Lisle, DuPage County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION 22- 4223

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND F&C
DEVELOPMENT, INC. CONCERNING THE "FAMILY SQUARE" MIXED USE
REDEVELOPMENT PROJECT
(VILLAGE OF LISLE DOWNTOWN TIF DISTRICT)**

which was passed by a roll call vote of the Board of Trustees of the Village of Lisle at a Special Meeting held on the 31 day of January, 2022, at which meeting a quorum was present, and approved by the Mayor of the Village of Lisle on the 31 day of January, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Lisle was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Lisle, and that the result of said vote was as follows, to-wit:

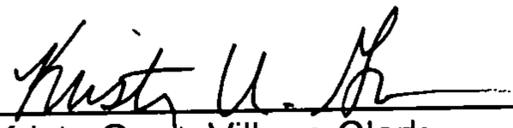
AYES: TRUSTEES SADAT, DUFFY, MULLEN AND WINZ

NAYS: TRUSTEES CAWIEZEL AND GRECCO

ABSENT: MAYOR PECAK

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Lisle this 31 day of January, 2022.



Kristy Grau, Village Clerk

SEAL





LISLE 202
COMMUNITY UNIT SCHOOL DISTRICT

**Village of Lisle
Economic Incentive and
Tax Increment
Financing Plan**

December 18, 2023

Tax Increment Financing Overview

Established 2015

Expires 2038 (23 years)

School District receives \$56,000 per year in property taxes

All additional property taxes in area go to Village of Lisle (unless residential)



Village of Lisle Agreement with Flaherty & Collins Properties

- 198 luxury residential apartment units
- 23, 000 square feet of first floor retail/ commercial space
- 476 parking space, multi- level structured parking garage
- 14 outdoor, on- street public parking spaces
- Property taxes = \$1,000,000 per year



Village agreed to provide developer \$5,969,400 plus 7.5% interest



Village of Lisle TIF

Property Tax Distribution

Cost per student = \$25,000

Students
= 16

CURRENT AGREEMENT				
Library	School	F&C	Village	Total
2%	40%	58%	0%	100%
\$20,000	\$400,000	\$580,000	\$0	\$1,000,000

Property Tax Distribution

Cost per student = \$25,000

Students
= 16

CURRENT AGREEMENT				
Library	School	F&C	Village	Total
2%	40%	58%	0%	100%
\$20,000	\$400,000	\$580,000	\$0	\$1,000,000

Students
= 11

VILLAGE PROPOSED PLAN				
Library	School	F&C	Village	Total
2%	28%	70%	0%	100%
\$20,000	\$280,000	\$700,000	\$0	\$1,000,000

Property Tax Distribution

Cost per student = \$25,000

Students
= 16

CURRENT AGREEMENT				
Library	School	F&C	Village	Total
2%	40%	58%	0%	100%
\$20,000	\$400,000	\$580,000	\$0	\$1,000,000

Students
= 11

VILLAGE PROPOSED PLAN				
Library	School	F&C	Village	Total
2%	28%	70%	0%	100%
\$20,000	\$280,000	\$700,000	\$0	\$1,000,000

Students
= 2

ANTICIPATED OUTCOME				
Library	School	F&C	Village	Total
2%	5%	70%	23%	100%
\$20,000	\$50,000	\$700,000	\$230,000	\$1,000,000

FOR APPROVAL

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Approval of Revised 2023-2024 Official School Calendar

BACKGROUND DATA: The attached calendar reflects the revised Official School Calendar with the use of the following three emergency days:

- Friday, January 12, 2024
- Tuesday, January 16, 2024
- Tuesday, January 23, 2024

Assuming no additional inclement weather days are needed, the school term will end on Wednesday, May 29th. All other details of the calendar remain unchanged.

FINANCIAL IMPACT: None.

RECOMMENDATION: The Administration recommends approval of the revised 2023-2024 Official School Calendar as presented.

SUGGESTED MOTION: The Board of Education approves the revised 2023-2024 Official School Calendar as presented.

2023-2024 LISLE CUSD 202 OFFICIAL SCHOOL CALENDAR

Approved 3-21-22

Jul-23					
M	T	W	T	F	
3	H	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					
					0

Jan-24					
M	T	W	T	F	
NA	NA	NA	NA	NA	0
I	9	10	11	ED	3
H	ED	^17	18	19	3
22	ED	24	25	26	4
29	30	^31			3
					13

Aug-23					
M	T	W	T	F	
	1	2	3	4	0
7	8	9	10	11	0
A	A	I	(17)	18	2
21	22	23	24	25	5
28	29	30	31		4
					11

Feb-24					
M	T	W	T	F	
			1	2	2
5	6	7	8	9	5
12	13	^14	15	ER	5
H	20	21	22	23	4
26	27	^28	29		4
					20

Sep-23					
M	T	W	T	F	
				1	1
H	5	^6	7	8	4
11	12	13	14	ER	5
18	19	^20	21	22	5
25	26	27	28	29	5
					20

Mar-24					
M	T	W	T	F	
				I	0
4	5	6	7	8	5
11	12	^13	14	15	5
18	19	20	21	22	5
NA	NA	NA	NA	NA	0
					15

Oct-23					
M	T	W	T	F	
2	3	^4	5	I	4
H	10	11	12*	13*	4
16	17	^18	19	20	5
23	24	25	26	27	5
30	31				2
					20

Apr-24					
M	T	W	T	F	
1	2	^3	4	5	5
8	9	10	11	12	5
15	16	^17	18	19	5
22	23	24	25	ER	5
29	30				2
					22

Nov-23					
M	T	W	T	F	
		^1	2	ER	3
6	7	8	9	10	5
13	14	^15	16	17	5
20*	21*	NA	H	NA	2
27	28	^29	30		4
					19

May-24					
M	T	W	T	F	
		^1	2	3	3
6	7	8	9	10	5
13	14	^15	16	17	5
20	21	22	23	24	5
H	28	29	ED	ED	2
					20

Dec-23					
M	T	W	T	F	
				1	1
4	5	6	7	8	5
11	12	^13	14	15	5
18	19	20	21	22	5
NA	NA	NA	NA	NA	0
					16

Jun-24					
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	H	20	21	
24	25	26	27	28	
					0

STUDENT ATTENDANCE DAYS (176 DAYS)

August 14, 2023 New Educator Orientation
 August 15, 2023 Staff Attendance Day
 August 17, 2023 First attendance day, full day
 May 29, 2024 Last day if *NO ADDITIONAL* emergency days are taken, full day
 May 31, 2024 Last day of school if *ALL* emergency days are taken, full day

TEACHER INSTITUTE

August 16, 2023 Building Curriculum Meetings
 October 6, 2023 Building Curriculum Meetings
 January 8, 2024 Building Curriculum Meetings
 March 1, 2024 County Wide Institute

PARENT-TEACHER CONFERENCES

October 12, 2023* Grades 6-12 2:00 P.M. P/T Conferences
 October 13, 2023* Grades 6-12 NO SCHOOL - P/T Conferences
 November 20, 2023* Grades PK-5, 2:30 P.M. P/T Conferences
 November 21, 2023* Grades PK-5 NO SCHOOL - P/T Conferences

EARLY RELEASE DAYS

September 15, 2023
 November 3, 2023
 February 16, 2024
 April 26, 2024

EARLY RELEASE TIMES

Elementary: 11:45
 Junior High: 11:30
 High School: 11:22

End of Trimester (K-5)

1. November 10
 2. February 23
 3. May 29

Quarters (6-8)

1. October 20
 2. December 22
 3. March 15
 4. May 29

Semester (9-12)

1. December 22
 2. May 29

Lisle High School Graduation - Friday, May 17, 2024

NON-ATTENDANCE DAYS

Thanksgiving Break 11/22/23 - 11/24/23
 Winter Break 12/25/23 - 01/05/24
 Spring Break 03/25/24 - 03/29/24

LEGAL PUBLIC SCHOOL HOLIDAYS - Buildings Closed

Independence Day 07/04/23
 Labor Day 09/04/23
 Columbus/Indigenous People's Day 10/09/23
 Veteran's Day 11/11/23
 Thanksgiving Day 11/23/23
 Christmas Day (Observed) 12/25/23
 New Year's Day (Observed) 01/01/24
 M.L. King Day 01/15/24
 President's Day 02/19/24
 Memorial Day 05/27/24
 Juneteenth - National Freedom Day 06/19/24

EMERGENCY DAYS (5 DAYS - if required)

Emergency Days 05/30/2024 - 06/5/2024

TYPES OF DAYS

Holiday H
 Institute Day I
 Not in Attendance NA
 Early Release Days ER
 School Begins ()
 School Ends)
 Staff Attendance Day A
 Emergency Days ED
 High School PLC Early Dismissal Days ^

LEGEND

H
 I
 NA
 ER
 ()
 A
 ED
 ^

REVISED 2-26-2024

FOR APPROVAL:

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: 2024-2025 Amended School Calendar

BACKGROUND DATA: Due to the addition of the required Election Day school holiday, the following changes are being recommended:

- The start of school has moved back from Thursday, August 15th to Wednesday, August 14th
- The October 4th Institute was changed to an Early Release
- November 1st is no longer Early Release
- November 4th is Institute Day (instead of October 4th)
- November 5th is Election Day and consequently a legal public school holiday

The above noted changes still provide a balance of 86 attendance days in the first semester and 90 days in the second semester.

FINANCIAL IMPACT: NA

RECOMMENDATION: The administration recommends approving the 2024-2025 amended school calendar as presented.

SUGGESTED MOTION: The Board of Education approves the 2024-2025 official school calendar as presented.

2024-2025 LISLE CUSD 202 OFFICIAL SCHOOL CALENDAR

12/18/23

Jul-24					
M	T	W	T	F	
1	2	3	H	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

Jan-25					
M	T	W	T	F	
		H	NA	NA	0
I	7	8	9	10	4
13	14	15	16	17	5
H	21	^22	23	24	4
27	28	29	30	31	5
					18

Aug-24					
M	T	W	T	F	
				2	0
5	6	7	8	A	0
A	I	(14)	15	16	3
19	20	21	22	23	5
26	27	28	29	30	5
					13

Feb-25					
M	T	W	T	F	
					0
3	4	^5	6	7	5
10	11	12	13	ER	5
H	18	^19	20	21	4
24	25	26	27	I	4
					18

Sep-24					
M	T	W	T	F	
H	3	^4	5	6	4
9	10	11	12	ER	5
16	17	^18	19	20	5
23	24	25	26	27	5
30					1
					20

Mar-25					
M	T	W	T	F	
3	4	^5	6	7	5
10	11	12	13	14	5
17	18	^19	20	21	5
24	25	26	27	28	5
NA					0
					20

Oct-24					
M	T	W	T	F	
	1	^2	3	ER	4
7	8	9	*10	*11	5
H	15	^16	17	18	4
21	22	23	24	25	5
28	29	^30	31		4
					22

Apr-25					
M	T	W	T	F	
		NA	NA	NA	0
7	8	^9	10	11	5
14	15	16	17	H	4
21	22	^23	24	ER	5
28	29	30			3
					17

Nov-24					
M	T	W	T	F	
				1	1
I	H	6	7	8	3
11	12	^13	14	15	5
18	19	20	21	22	5
*25	*26	NA	H	NA	2
					16

May-25					
M	T	W	T	F	
			1	2	2
5	6	^7	8	9	5
12	13	14	15	16	5
19	20	21	22	23	5
H	ED	ED	ED	ED	0
					17

Dec-24					
M	T	W	T	F	
2	3	^4	5	6	5
9	10	11	12	13	5
16	17	18	19	20	5
NA	H	H	NA	NA	0
NA	NA				0
					15

Jun-25					
M	T	W	T	F	
ED	3	4	5	6	
9	10	11	12	13	
16	17	18	H	20	
23	24	25	26	27	
30					0

STUDENT ATTENDANCE DAYS (176 DAYS)

August 9, 2024 New Educator Orientation
 August 12, 2024 Staff Attendance Day
 August 14, 2024 First Attendance Day, full day
 May 23, 2025 Last day of school if **no** emergency days are taken, full day
 June 2, 2025 Last day of school if **all** emergency days are taken, full day

TEACHER INSTITUTE

August 13, 2024 Building Curricular Meetings
 November 4, 2024 Building Curricular Meetings
 January 6, 2025 Building Curricular Meetings
 February 28, 2025 County Wide Institute

PARENT-TEACHER CONFERENCES

October 10, 2024* Grades 6-12 2:00 P.M. P/T Conferences
 October 11, 2024* Grades 6-12 NO SCHOOL-P/T Conferences
 November 25, 2024* Grades PK-5, 2:30 P.M. P/T Conferences
 November 26, 2024* Grades PK-5 NO SCHOOL, P/T Conferences

EARLY RELEASE DAYS

September 13, 2024
 October 4, 2024
 February 14, 2025
 April 25, 2025

EARLY RELEASE TIMES

Elementary: 11:45
 Junior High: 11:30
 High School: 11:22

END OF TRIMESTER (K-5)

1. November 8
 2. February 21
 3. May 23

QUARTER (6-8)

1. October 18
 2. December 20
 3. March 14
 4. May 23

SEMESTER (9-12)

1. December 20
 2. May 23

Lisle High School Graduation - Friday, May 16, 2025

NON-ATTENDANCE DAYS

Thanksgiving Break November 27 - 29, 2024
 Winter Break December 23, 2024 - January 3, 2025
 Spring Break March 31, 2025 - April 4, 2025
 Spring Holiday April 18, 2025

LEGAL PUBLIC SCHOOL HOLIDAYS

Independence Day July 4, 2024
 Labor Day September 2, 2024
 Columbus / Indigenous People's Day October 14, 2024
 Election Day November 5, 2024
 Veteran's Day (In Attendance) November 11, 2024
 Thanksgiving Day November 28, 2024
 Christmas Day December 25, 2024
 New Year's Day January 1, 2025
 M.L. King Day January 20, 2025
 President's Day February 17, 2025
 Memorial Day May 26, 2025
 Juneteenth - National Freedom Day June 19, 2025

EMERGENCY DAYS (5 DAYS - if required)

Emergency Days May 27, 2025 - June 2, 2025

TYPES OF DAYS

Holiday
 Institute Day
 Not in Attendance
 Early Release Days
 School Begins
 School Ends
 Staff Attendance Day
 Emergency Days
 High School PLC Early Dismissal Days

LEGEND

H
 I
 NA
 ER
 (
)
 A
 ED
 ^

Updated

86

90

Total Student Attendance Days =

176

FOR APPROVAL

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Approval of the 2025-2026 Official School Calendar

BACKGROUND DATA:

The proposed 2025-2026 School Calendar reflects a student start date of Thursday, August 14, 2025 with the tentative closing of the school year on Thursday, May 21, 2026. When viewing this draft calendar please note the following:

- Institute Days and School Improvement (early release) days follow a similar schedule and frequency (4 each) as the last several years.
- The Parent Teacher Conference schedule/format remains unchanged from the past few years.
- Winter break will begin on Monday, December 22nd and will conclude on Friday, January 2nd. This schedule helps balance student attendance days with 86 days in the first semester and 90 days in the second semester. This balance is a priority for students and staff, especially at the high school.
- Spring break starts on Monday, March 30th through Friday, April 3rd.
- If no emergency days are used school will conclude on Thursday, May 21, 2026. Use of emergency days may extend the calendar with the last official day on Friday, May 29, 2026.

FINANCIAL IMPACT: None.

RECOMMENDATION: The administration recommends approval of the 2025-2026 calendar as presented.

SUGGESTED MOTION: The Board of Education approves the 2025-2026 official school calendar as presented.

2025-2026 LISLE CUSD 202 OFFICIAL SCHOOL CALENDAR

12/13/23

Jul-25					
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

Jan-26					
M	T	W	T	F	
				H	NA 0
I	6	7	8	9	4
12	13	^14	15	16	5
H	20	21	22	23	4
26	27	^28	29	30	5
					18

Aug-25					
M	T	W	T	F	
				1	0
4	5	6	7	8	0
A	A	I	(14	15	2
18	19	20	21	22	5
25	26	^27	28	29	5
					12

Feb-26					
M	T	W	T	F	
					0
2	3	4	5	6	5
9	10	^11	12	ER	5
H	17	18	19	20	4
23	24	^25	26	I	4
					18

Sep-25					
M	T	W	T	F	
H	2	3	4	5	4
8	9	^10	11	12	5
15	16	17	18	19	5
22	23	^24	25	26	5
29	30				2
					21

Mar-26					
M	T	W	T	F	
2	3	4	5	6	5
9	10	^11	12	13	5
16	17	18	19	20	5
23	24	^25	26	27	5
NA	NA				0
					20

Oct-25					
M	T	W	T	F	
		1	2	I	2
6	7	^8	*9	*10	5
H	14	15	16	17	4
20	21	^22	23	24	5
27	28	29	30	31	5
					21

Apr-26					
M	T	W	T	F	
		NA	NA	NA	0
6	7	8	9	10	5
13	14	^15	16	17	5
20	21	22	23	ER	5
27	28	^29	30		4
					19

Nov-25					
M	T	W	T	F	
3	4	^5	6	ER	5
10	11	12	13	14	5
17	18	^19	20	21	5
*24	*25	NA	H	NA	2
					17

May-26					
M	T	W	T	F	
				1	1
4	5	6	7	8	5
11	12	^13	14	15	5
18	19	20	21	ED	4
H	ED	ED	ED	ED	0
					15

Dec-25					
M	T	W	T	F	
1	2	^3	4	5	5
8	9	10	11	12	5
15	16	^17	18	19	5
NA	NA	H	H	NA	0
NA	NA	NA			0
					15

Jun-26					
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	H	
22	23	24	25	26	
29	30				
					0

STUDENT ATTENDANCE DAYS (176 DAYS)

- August 11, 2025 New Educator Orientation
- August 12, 2025 Staff Attendance Day - Opening Day Ceremony
- August 14, 2025 First attendance day, full day
- May 21, 2026 Last day of school if no emergency days are taken, full day
- May 29, 2026 Last day of school if all emergency days are taken, full day

TEACHER INSTITUTE

- August 13, 2025 Building Curricular Meetings
- October 3, 2025 Building Curricular Meetings
- January 5, 2026 Building Curricular Meetings
- February 27, 2026 County Wide Institute

PARENT-TEACHER CONFERENCES

- October 9, 2025* Grades 6-12 2:00 P.M. P/T Conferences
- October 10, 2025* Grades 6-12 NO SCHOOL-P/T Conferences
- November 24, 2025* Grades PK-5, 2:30 P.M. P/T Conferences
- November 25, 2025* Grades PK-5 NO SCHOOL, P/T Conferences

EARLY RELEASE DAYS EARLY RELEASE TIMES

- September 12, 2025 Elementary: 11:45
- November 7, 2025 Junior High: 11:30
- February 13, 2026 High School: 11:22
- April 24, 2026

End of Trimester (K-5) Quarters (6-8) Semester (9-12)

- 1. November 7
- 2. February 20
- 3. May 21
- 1. October 17
- 2. December 19
- 3. March 13
- 4. May 21
- 1. December 19
- 2. May 21

Lisle High School Graduation - Friday, May 15, 2026

NON-ATTENDANCE DAYS

- Thanksgiving Break November 26 - 28, 2025
- Winter Break December 22, 2025 - January 2, 2026
- Spring Break March 30, 2026 - April 3, 2026

LEGAL PUBLIC SCHOOL HOLIDAYS

- Independence Day July 4, 2025
- Labor Day September 1, 2025
- Columbus/Indigenous People's Day October 13, 2025
- Veteran's Day (In Attendance) November 11, 2025
- Thanksgiving Day November 27, 2025
- Christmas Day December 25, 2025
- New Year's Day January 1, 2026
- M.L. King Day January 19, 2026
- President's Day February 16, 2026
- Memorial Day May 25, 2026
- Juneteenth - National Freedom Day June 19, 2026

EMERGENCY DAYS (5 DAYS - if required)

- Emergency Days May 22 - 29, 2026

TYPES OF DAYS

- Holiday H
- Institute Day I
- Not in Attendance NA
- Early Release Days ER
- School Begins (
- School Ends)
- Staff Attendance Day A
- Emergency Days ED
- High School PLC Early Dismissal Days ^

Draft 1

LISLE COMMUNITY UNIT SCHOOL DISTRICT #202
FINANCIAL REPORT
January 2024

	Total All Funds	Educational	Operations & Maintenance	Debt Services	Transportation	IMRF/Social Security		Capital Projects	Working Cash	Tort
						IMRF	Social Security			
BEGINNING FUND BALANCE										
w/o STUDENT ACTIVITY FUNDS	21,943,764.13	13,858,343.28	1,791,280.22	203,177.12	925,467.03	281,343.40	210,259.85	3,854,707.91	819,185.32	0.00
REVENUES										
JULY	19,716,824.93	16,012,204.47	1,521,254.57	844,353.46	793,132.84	251,750.71	265,453.76	17,993.97	7,213.21	3,467.94
AUGUST	2,257,555.59	1,768,855.42	162,332.23	80,924.95	141,803.46	25,068.83	26,174.01	48,525.70	3,550.70	320.29
SEPTEMBER	13,665,191.97	11,028,286.19	1,033,839.49	565,727.98	649,901.29	168,765.25	177,811.21	32,779.38	5,763.48	2,317.70
OCTOBER	1,390,659.53	982,510.20	33,876.05	10,838.39	327,274.47	3,743.26	3,730.81	26,512.38	2,144.76	29.21
NOVEMBER	652,340.03	486,063.30	95,860.75	12,461.08	18,032.96	4,252.87	4,182.88	28,826.74	2,627.14	32.31
DECEMBER	961,098.65	779,097.59	63,214.06	26,331.39	29,158.23	8,722.55	8,530.27	40,805.39	5,168.27	70.90
JANUARY	1,149,278.18	821,208.20	(21,506.29)	623.32	317,234.08	1,474.57	1,239.13	26,843.12	2,162.05	0.00
FEBRUARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MARCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
APRIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUNE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	39,792,948.88	31,878,225.37	2,888,870.86	1,541,260.57	2,276,537.33	463,778.04	487,122.07	222,286.68	28,629.61	6,238.35
EXPENDITURES										
JULY	1,579,796.52	1,126,363.67	200,627.40	210,000.00	1,247.74	20,442.39	18,629.80	2,280.00	0.00	205.52
AUGUST	2,346,347.62	1,984,164.75	268,706.32	0.00	49,422.12	20,348.19	20,053.01	70.52	0.00	3,582.71
SEPTEMBER	2,893,610.90	2,484,960.36	199,065.21	0.00	127,553.09	36,884.09	42,830.45	0.00	0.00	2,317.70
OCTOBER	2,997,132.59	2,389,508.67	211,036.44	0.00	323,410.38	29,535.85	42,772.04	840.00	0.00	29.21
NOVEMBER	2,990,512.75	2,544,058.12	212,020.88	0.00	160,572.68	29,874.48	43,954.28	0.00	0.00	32.31
DECEMBER	4,810,196.96	2,753,639.81	313,600.87	1,290,000.00	374,875.36	29,806.18	43,235.16	4,968.68	0.00	70.90
JANUARY	3,048,902.73	2,287,899.99	254,593.89	0.00	431,357.22	32,821.55	42,230.08	0.00	0.00	0.00
FEBRUARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MARCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
APRIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUNE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB- TOTAL	20,666,500.07	15,570,595.37	1,659,651.01	1,500,000.00	1,468,438.59	199,712.73	253,704.82	8,159.20	0.00	6,238.35
ENDING FUND BALANCE										
w/o STUDENT ACTIVITY FUNDS	41,070,212.94	30,165,973.28	3,020,500.07	244,437.69	1,733,565.77	545,408.71	443,677.10	4,068,835.39	847,814.93	0.00
LIABILITIES	1,419,216.90	8,198.56	9,000.00	0.00	0.00	0.00	0.00	1,402,018.34	0.00	0.00
ENDING LIABILITY & FUND BALANCE	42,489,429.84	30,174,171.84	3,029,500.07	244,437.69	1,733,565.77	545,408.71	443,677.10	5,470,853.73	847,814.93	0.00

LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202
MONTHLY TREASURER'S REPORT
January 31, 2024

	Total All Funds	Educational	Operations & Maintenance	Debt Services	Transportation	IMRF/Social Security		Capital Projects	Working Cash	Tort
						IMRF	Social Security			
ISDLAF+/PMA - 101 ACCOUNT										
1/1/24 LIQ Beginning Balance (1121)	169,440.24	124,697.58	13,034.31	961.50	7,285.54	2,274.55	1,911.38	15,940.39	3,334.99	-
Monthly Transactions	(126,491.08)	(96,465.10)	(71,984.09)	15,680.29	(297,791.35)	4,272.26	(11,058.86)	276,467.99	54,387.78	-
1/31/24 LIQ Ending Balance (1121)	42,949.16	28,232.48	(58,949.78)	16,641.79	(290,505.81)	6,546.81	(9,147.48)	292,408.38	57,722.77	-
1/1/24 MAX Beginning Balance (1122)	5,656,434.84	4,162,787.45	435,125.42	32,097.78	243,213.58	75,931.47	63,807.83	532,138.90	111,332.41	-
Monthly Transactions	(338,215.89)	(312,523.43)	(94,227.03)	(6,950.82)	245,090.78	(16,443.06)	(13,817.68)	(115,235.45)	(24,109.20)	-
1/31/24 MAX Ending Balance (1122)	5,318,218.95	3,850,264.02	340,898.39	25,146.96	488,304.36	59,488.41	49,990.15	416,903.45	87,223.21	-
1/1/24 Investment Beginning Balance (1210)	37,138,498.10	27,331,645.87	2,856,906.32	210,744.67	1,596,869.27	498,543.81	418,943.58	3,493,868.52	730,976.06	-
Monthly Transactions	(1,428,508.45)	(1,051,294.13)	(109,889.06)	(8,106.15)	(61,422.57)	(19,176.18)	(16,114.41)	(134,389.42)	(28,116.53)	-
1/31/24 Investment Ending Balance (1210)	35,709,989.65	26,280,351.74	2,747,017.26	202,638.52	1,535,446.70	479,367.63	402,829.17	3,359,479.10	702,859.53	-
Total Ending Balance - 101 Account	41,071,157.76	30,158,848.24	3,028,965.87	244,427.27	1,733,245.25	545,402.85	443,671.84	4,068,790.93	847,805.51	-

OTHER CASH DEPOSITS

Imprest Fund (1110)	10,800.00	10,000.00	500.00		300.00					
Flex Spending (1150)	5,000.00	5,000.00								
1/31/24 Other Cash Deposits Ending Balance	15,800.00	15,000.00	500.00	-	300.00	-	-	-	-	-
Total Cash, Investments & Deposits	41,086,957.76	30,173,848.24	3,029,465.87	244,427.27	1,733,545.25	545,402.85	443,671.84	4,068,790.93	847,805.51	-



 David Wilkinson, Treasurer

2/2/24

 Date

FOR DISCUSSION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: First Reading - Board Annual Policy Review

BACKGROUND: The attached pages represent the policies noted in the Board Planning Calendar for scheduled review.

The Board Policies scheduled for biennial review are as follows:

- 2:260 Uniform Grievance Procedure
- 2:265 Title IX Sexual Harassment Grievance Procedure
- 5:20 Workplace Harassment Prohibited
- 5:90 Abused and Neglected Child Reporting
- 7:20 Harassment of Students Prohibited

FINANCIAL IMPACT: NA

RECOMMENDED MOTION: NA

SUGGESTED MOTION: NA

BOARD OF EDUCATION

2:260 Uniform Grievance Procedure

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the Board of Education, its employees, or its agents have violated his or her rights guaranteed by the [State](#) or federal [Constitution](#), State or federal statute, or Board policy, or have a complaint regarding any one of the following:

1. Title II of the Americans with Disabilities Act, [42 U.S.C. §12101](#) *et seq.*
2. Title IX of the Education Amendments of 1972, [20 U.S.C. §1681](#) *et seq.*, excluding Title IX sexual harassment complaints governed by policy 2:265, *Title IX Sexual Harassment Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, [29 U.S.C. §791](#) *et seq.*
4. Title VI of the Civil Rights Act, [42 U.S.C. §2000d](#) *et seq.*
5. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), [42 U.S.C. §2000e](#) *et seq.*
6. Sexual harassment prohibited by the State Officials and Employees Ethics Act, [5 ILCS 430/70-5\(a\)](#); Illinois Human Rights Act, [775 ILCS 5/](#); and Title VII of the Civil Rights Act of 1964, [42 U.S.C. §2000e](#) *et seq.* (Title IX sexual harassment complaints are addressed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*)
7. Breastfeeding accommodations for students, [105 ILCS 5/10-20.60](#)
8. Bullying, [105 ILCS 5/27-23.7](#)
9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
10. Curriculum, instructional materials, and/or programs
11. Victims' Economic Security and Safety Act, [820 ILCS 180/](#)
12. Illinois Equal Pay Act of 2003, [820 ILCS 112/](#)
13. Provision of services to homeless students
14. Illinois Whistleblower Act, [740 ILCS 174/](#)
15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, [410 ILCS 513/](#); and Titles I and II of the Genetic Information Nondiscrimination Act, [42 U.S.C. §2000ff](#) *et seq.*
16. Employee Credit Privacy Act, [820 ILCS 70/](#).

Complaint Manager

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. However, complainants may end informal processes and begin the formal complaint process at any time. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forgo any informal suggestions and/or attempts to resolve the complaint and may proceed directly to this grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parents/guardians); this includes mediation.

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable resolution of a complaint filed under this policy shall not

be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the District will continue with a simultaneous investigation under this policy.

Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the District's main office is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parents/guardians. The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager shall process and review the complaint according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy. For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. If the Complainant is a student, under 18 years of age, the Complaint Manager will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law or this policy, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time.

The Superintendent will keep the Board informed of all complaints.

If a complaint contains allegations involving the Superintendent or Board member(s), the written report shall be filed directly with the Board, which will make a decision in accordance with paragraph four of the following section of this policy.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall mail his or her written decision to the Complainant and the accused by registered mail, return receipt requested, and/or personal delivery as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.

Within 10 school business days after receiving the Superintendent's decision, the Complainant or the accused may appeal the decision to the Board by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board.

Within 30 school business days after an appeal of the Superintendent's decision, the Board shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information. Within five school business days after the Board's decision, the Superintendent shall inform the Complainant and the accused of the Board's action.

For complaints containing allegations involving the Superintendent or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall mail its written decision to the Complainant and the accused by registered mail, return receipt requested, and/or personal delivery as well as to the Complaint Manager. This policy shall not be construed to create an independent right to a hearing before the Superintendent or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

Appointing a Nondiscrimination Coordinator and Complaint Managers

The Superintendent shall appoint a Nondiscrimination Coordinator to manage the District's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

The Superintendent shall appoint at least one Complaint Manager to administer this policy. If possible, the Superintendent will appoint two Complaint Managers, one of each gender. The District's Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers.

Nondiscrimination Coordinator:

Jen Law, Dir. of Student Services

jlaw@lisle202.org

630-493-8005

5211 Center Avenue, Lisle, IL 60532

Complaint Managers:

Jeff Howard, Principal Lisle High School

jhoward@lisle202.org

Dave Kearney, Principal Lisle Junior High

dkearney@lisle202.org

630-493-8301

630-493-8201

Jill Schreiber, Principal Lisle Elementary

jschreiber@lisle202.org

630-493-8101

Anonymous Reporting:

Jen Law, Dir. of Student Services

jlaw@lisle202.org

630-493-8005

5211 Center Avenue, Lisle, IL 60532

LEGAL REF.:

[8 U.S.C. §1324a](#) *et seq.*, Immigration Reform and Control Act.

[20 U.S.C. §1232g](#), Family Education Rights Privacy Act.

[20 U.S.C. §1400](#), The Individuals with Disabilities Education Act.

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Education Amendments; [34 C.F.R. Part 106](#).

[29 U.S.C. §206](#)(d), Equal Pay Act.

[29 U.S.C. §621](#) *et seq.*, Age Discrimination in Employment Act.

[29 U.S.C. §791](#) *et seq.*, Rehabilitation Act of 1973.

[29 U.S.C. §2612](#), Family and Medical Leave Act.

[42 U.S.C. §2000d](#) *et seq.*, Title VI of the Civil Rights Act.

[42 U.S.C. §2000e](#) *et seq.*, Equal Employment Opportunities Act (Title VII of the Civil Rights Act).

[42 U.S.C. §2000ff](#) *et seq.*, Genetic Information Nondiscrimination Act.

[42 U.S.C. §11431](#) *et seq.*, McKinney-Vento Homeless Assistance Act.

[42 U.S.C. §12101](#) *et seq.*, Americans With Disabilities Act.

[105 ILCS 5/2-3.8](#), [5/3-10](#), [5/10-20](#), [5/10-20.5](#), [5/10-20.7a](#), [5/10-20.60](#), [5/10-20.69](#), [5/10-20.75](#) (final citation pending), [5/10-22.5](#), [5/22-19](#), [5/24-4](#), [5/27-1](#), [5/27-23.7](#), and [45/1-15](#).

[5 ILCS 415/10](#)(a)(2), Government Severance Pay Act.

[5 ILCS 430/70-5](#)(a), State Officials and Employees Ethics Act.

[410 ILCS 513/](#), Ill. Genetic Information Privacy Act.

[740 ILCS 174/](#), Whistleblower Act.

[740 ILCS 175/](#), Ill. False Claims Act.

[775 ILCS 5/](#), Ill. Human Rights Act.

[820 ILCS 180/](#), Victims' Economic Security and Safety Act; [56 Ill.Admin.Code Part 280](#).

[820 ILCS 112/](#), Equal Pay Act of 2003.

[820 ILCS 70/](#), Employee Credit Privacy Act, [70/10](#)(b), and [70/25](#)

[23 Ill.Admin.Code §§1.240](#), [200.40](#), [226.50](#), and [226.570](#).

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:170 (Title I Programs), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

Adopted: February 28, 2022

Lisle Community Unit School District 202

BOARD OF EDUCATION

2:265 Title IX Sexual Harassment Grievance Procedure

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important District goal. The District does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations ([34 C.F.R. Part 106](#)) concerning everyone in the District's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment whenever that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:

1. A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's educational program or activity; or
3. *Sexual assault* as defined in [20 U.S.C. §1092\(f\)\(6\)\(A\)\(v\)](#), *dating violence* as defined in [34 U.S.C. §12291\(a\)\(11\)](#), *domestic violence* as defined in [34 U.S.C. §12291\(a\)\(12\)](#), or *stalking* as defined in [34 U.S.C. §12291\(a\)\(36\)](#).

Examples of sexual harassment include, but are not limited to, touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, spreading rumors related to a person's alleged sexual activities, rape, sexual battery, sexual abuse, and sexual coercion.

Definitions from 34 C.F.R. §106.30

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Education program or activity includes locations, events, or circumstances where the District has substantial control over both the *Respondent* and the context in which alleged sexual harassment occurs.

Formal Title IX Sexual Harassment Complaint means a document filed by a *Complainant* or signed by the Title IX Coordinator alleging sexual harassment against a *Respondent* and requesting that the District investigate the allegation.

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a *Formal Title IX Sexual Harassment Complaint* or where no *Formal Title IX Sexual Harassment Complaint* has been filed.

Title IX Sexual Harassment Prevention and Response

The Superintendent or designee will ensure that the District prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*, incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.
2. Incorporates education and training for school staff pursuant to policy 5:100, *Staff Development Program*, and as recommended by the Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager.
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the District's website, if any, and in each handbook made available to such persons.

Making a Report

A person who wishes to make a report under this Title IX Sexual Harassment grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking. A person who wishes to make a report may choose to report to a person of the same gender.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator.

Title IX Coordinator:

Jen Law, Dir. of Student Services

5211 Center Ave., Lisle IL 60532

jlw@lisle202.org

630-493-8000

Processing and Reviewing a Report or Complaint

Upon receipt of a report, the Title IX Coordinator and/or designee will promptly contact the *Complainant* to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the *Complainant* of the availability of *supportive measures* with or without the filing of a *Formal Title IX Sexual Harassment Complaint*, and (4) explain to the *Complainant* the process for filing a *Formal Title IX Sexual Harassment Complaint*.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

Formal Title IX Sexual Harassment Complaint Grievance Process

When a *Formal Title IX Sexual Harassment Complaint* is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation.

The Superintendent or designee shall implement procedures to ensure that all *Formal Title IX Sexual Harassment Complaints* are processed and reviewed according to a Title IX grievance process that fully complies with [34 C.F.R. §106.45](#). The District's grievance process shall, at a minimum:

1. Treat *Complainants* and *Respondents* equitably by providing remedies to a *Complainant* where the *Respondent* is determined to be responsible for sexual harassment, and by following a grievance process that complies with [34 C.F.R. §106.45](#) before the imposition of any disciplinary sanctions or other actions against a *Respondent*.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a *Complainant*, *Respondent*, or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
 - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual *Complainant* or *Respondent*.
 - b. Receive training on the definition of sexual harassment, the scope of the District's *education program or activity*, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the District as a decision-maker receive training on issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the *Respondent* is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.

9. Base all decisions upon the *preponderance of evidence* standard.
10. Include the procedures and permissible bases for the *Complainant* and *Respondent* to appeal.
11. Describe the range of *supportive measures* available to *Complainants* and *Respondents*.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Enforcement

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law.

Retaliation Prohibited

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*.

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.:

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Educational Amendments of 1972; [34 C.F.R. Part 106](#).

[Davis v. Monroe County Bd. of Educ.](#), 526 U.S. 629 (1999).

[Gebser v. Lago Vista Independent Sch. Dist.](#), 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior)

Adopted: December 19, 2022

General Personnel

5:20 Workplace Harassment Prohibited

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, cultural practices, sex, sexual orientation, age, citizenship status, work authorization status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. The District provides annual sexual harassment prevention training in accordance with State law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Report or Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. An employee may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator:

Jen Law, Dir. of Student Services
jlaw@lisle202.org
630-493-8005
5211 Center Avenue, Lisle, IL 60532

Complaint Managers:

Jeff Howard, Principal Lisle High School
jhoward@lisle202.org
630-493-8301
Jill Schreiber, Principal Lisle Elementary
jschreiber@lisle202.org
630-493-8101

Dave Kearney, Principal Lisle Junior High
dkearney@lisle202.org
630-493-8201

Anonymous Reporting:

Jen Law, Dir. of Student Services
jlaw@lisle202.org
630-493-8005
5211 Center Avenue, Lisle, IL 60532

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 ([20 U.S.C. §1681](#) *et seq.*), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in [720 ILCS 5/11-9.1A\(b\)](#), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee may be up to and including discharge.

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act ([5 ILCS 430/](#)), the Whistleblower Act ([740 ILCS 174/](#)), and the Ill. Human Rights Act ([775 ILCS 5/](#)).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and

including discharge.

Recourse to State and Federal Fair Employment Practice Agencies

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.:

[42 U.S.C. §2000e](#) et seq., Title VII of the Civil Rights Act of 1964; [29 C.F.R. §1604.11](#).

[20 U.S.C. §1681](#) et seq., Title IX of the Education Amendments of 1972; [34 C.F.R. Part 106](#).

[5 ILCS 430/70-5\(a\)](#), State Officials and Employees Ethics Act.

[775 ILCS 5/2-101\(E\)](#) and (E-1), [5/2-102\(A\)](#), (A-10), (D-5), [5/2-102\(E-5\)](#), [5/2-109](#), [5/5-102](#), and [5/5-102.2](#), Ill. Human Rights Act.

[56 Ill. Admin.Code Parts 2500](#), [2510](#), [5210](#), and [5220](#).

[Vance v. Ball State Univ.](#), 570 U.S. 421 (2013).

[Crawford v. Metro. Gov't of Nashville & Davidson Cnty.](#), 555 U.S. 271 (2009).

[Jackson v. Birmingham Bd. of Educ.](#), 544 U.S. 167 (2005).

[Oncale v. Sundowner Offshore Servs.](#), 523 U.S. 75 (1998).

[Burlington Indus. v. Ellerth](#), 524 U.S. 742 (1998).

[Faragher v. City of Boca Raton](#), 524 U.S. 775 (1998).

[Harris v. Forklift Systems](#), 510 U.S. 17 (1993).

[Franklin v. Gwinnett Co. Public Schools](#), 503 U.S. 60 (1992).

[Meritor Savings Bank v. Vinson](#), 477 U.S. 57 (1986).

Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir. 2009).

Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).

Berry v. Delta Airlines, 260 F.3d 803 (7th Cir. 2001).

Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority

Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

Adopted: December 19, 2022

Lisle Community Unit School District 202

General Personnel

5:90 Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 22, an abused or neglected individual with a disability, shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any District employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Superintendent or Building Principal that a report has been made. The Superintendent or Building Principal shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement.

Negligent failure to report occurs when a District employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-843-5678) or online at report.cybertip.org/ or www.missingkids.org. The Superintendent or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any District employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, Superintendent, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Superintendent or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training

The Superintendent or designee shall provide staff development opportunities for District employees in the detection, reporting, and prevention of child abuse and neglect.

All District employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Superintendent or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within three months of initial employment and at least every three years after that date.
3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors (including *sexual misconduct* as defined in *Faith's Law*), and boundary violations as required by law and policy 5:100, *Staff Development Program*.

Alleged Incidents of Sexual Abuse; Investigations

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in [720 ILCS 5/11-9.1A](#), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

If a District employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Superintendent or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform the District when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the District from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

Special Superintendent Responsibilities

The Superintendent shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

When the Superintendent has reasonable cause to believe that a license holder (1) committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA or an act of sexual misconduct under *Faith's Law*, and (2) that act resulted in the license holder's dismissal or resignation from the District, the Superintendent shall notify the State Superintendent and the Regional Superintendent in writing, providing the Ill. Educator Identification Number as well as a brief description of the misconduct alleged. The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

The Superintendent shall develop procedures for notifying a student's parents/guardians when a District employee, contractor, or agent is alleged to have engaged in sexual misconduct with the student as defined in *Faith's Law*. The Superintendent shall also develop procedures for notifying the student's parents/guardians when the Board takes action relating to the employment of the employee, contractor, or agent following the investigation of sexual misconduct. Notification shall not occur when the employee, contractor, or agent alleged to have engaged in sexual misconduct is the student's parent/guardian, and/or when the student is at least 18 years of age or emancipated.

The Superintendent shall execute the recordkeeping requirements of *Faith's Law*.

Special School Board Member Responsibilities

Each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.

If the Board determines that any District employee, other than an employee licensed under [105 ILCS 5/21B](#), has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by ANCRA, the Board may dismiss that employee immediately.

When the Board learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in policy 2:20, *Powers and Duties of the Board of Education; Indemnification*.

LEGAL REF.:

[20 U.S.C. §7926](#), Elementary and Secondary Education Act.

[105 ILCS 5/10-21.9](#), [5/10-23.13](#), [5/21B-85](#), [5/22-85.5](#), and [5/22-85.10](#).

[20 ILCS 1305/1-1](#) *et seq.*, Department of Human Services Act.

[325 ILCS 5/](#), Abused and Neglected Child Reporting Act.

[720 ILCS 5/12C-50.1](#), Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the Board of Education; Indemnification), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Termination and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

Adopted: May 22, 2023

Lisle Community Unit School District 202

STUDENTS

7:20 Harassment of Students Prohibited

No person, including a School District employee or agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

Sexual Harassment Prohibited

The District shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. See policies 2:265, *Title IX Sexual Harassment Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidences of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the student is comfortable speaking. A student may choose to report to an employee of the student's same gender.

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Sexual Harassment Grievance Procedure*. The Nondiscrimination Coordinator and/or Complaint Manager shall process and review the report according to the appropriate grievance procedure.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator:

Jen Law, Dir. of Student Services

jlaw@lisle202.org

630-493-8005

5211 Center Avenue, Lisle, IL 60532

Complaint Managers:

Jen Howard, Principal Lisle High School

jhoward@lisle202.org

630-493-8301

Jill Schreiber, Principal Lisle Elementary

jschreiber@lisle202.org

630-493-8101

Dave Kearney, Principal Lisle Junior High

dkearney@lisle202.org

630-493-8201

Anonymous Reporting:

Jen Law, Dir. of Student Services

jlaw@lisle202.org

630-493-8005

5211 Center Avenue, Lisle, IL 60532

The Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the District's student handbook(s), on the District's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 ([20 U.S.C. §1681](#) *et seq.*), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged student harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in [720 ILCS 5/11-9.1A\(b\)](#), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Sexual Harassment Grievance Procedure*).

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

LEGAL REF.:

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Educational Amendments of 1972; [34 C.F.R. Part 106](#).

[105 ILCS 5/10-20.12](#), [5/10-22.5](#), [5/10-23.13](#), [5/27-1](#), and [5/27-23.7](#)

[775 ILCS 5/1-101](#) *et seq.*, Illinois Human Rights Act.

[23 Ill.Admin.Code §1.240](#) and [Part 200](#).

[Davis v. Monroe County Bd. of Educ.](#), 526 U.S. 629 (1999).

[Franklin v. Gwinnett Co. Public Schs.](#), 503 U.S. 60 (1992).

[Gebser v. Lago Vista Independent Sch. Dist.](#), 524 U.S. 274 (1998).

[West v. Derby Unified Sch. Dist. No. 260](#), 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 1:30 (School District Philosophy), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying,

Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities)

Adopted: February 28, 2022

Lisle Community Unit School District 202

FOR DISCUSSION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2023**

SUBJECT: Additional Junior High Track Coach

BACKGROUND: Due to a steady and consistent increase in track and field participation over the last three years, the Junior High Administration would like to request an additional track coach (from 3 to 4) to enhance supervision and athlete skill development.

The program currently operates with three coaches and a less-than-ideal coach-to-athlete ratio to support quality practice and skill growth. Based on preliminary numbers, participation levels are expected to be between 80-90 athletes this season.

The data below illustrates how the program has grown over the last few years:

Year	Male Participants	Female Participants	Total Participants	CURRENT Athlete Coach Ratio (3 coaches)	PROPOSED Athlete Coach Ratio (4 coaches)
2018-2019	34	25	59	20:1	
2019-2020	Covid				
2020-2021	14	35	49	16:1	
2021-2022	45	38	83	28:1	
2022-2023	46	36	82	27:1	
2023-2024	50	40	90	30:1	22:1

A typical track practice/meet requires supervision over large areas and oftentimes for various “events” occurring simultaneously. An additional coach would increase supervision during practices and meets and provide greater access to targeted instruction for each athlete throughout the season.

For reference, the High School currently has 60 athletes and five coaches for a ratio of 12:1.

FINANCIAL IMPACT: Approximately \$4,000 (based on the experience level of the coach)

RECOMMENDED MOTION: NA

SUGGESTED MOTION: NA

FOR INFORMATION

**Lisle Community Unit School District 202
Board of Education Meeting
February 22, 2024**

SUBJECT: Board Code of Conduct and Agreed Upon Norms Review

BACKGROUND DATA: The August 28, 2023 version of the “Board of Education Code of Conduct and Agreed upon Norms” is included in the Board Materials for the six-month review.

Per Pam Ahlmann:

“The attached Sample Board Protocols was given to us by Arlana Bedard, IASB Field Services Director, last September. We decided to look at it during our next 6-month review of our Code of Conduct and Agreed Upon Norms, to see if we might want to include any language from the Sample Board Protocols to our existing document.”



Code of Conduct and Agreed Upon Norms for Members of the School Board

Revised August 28, 2023

As a member of my local School Board, I will do my utmost to represent the public interest in education by adhering to the following standards, principles and goals:

1. I will represent all school district constituents honestly and equally and refuse to surrender my responsibilities to special interests or partisan political groups.
 - *I will stay focused on what is best for the whole and for all students.*
 - *I will base my decisions on fact rather than supposition, opinion, or public favor.*
2. I will avoid any conflict of interest or the appearance of impropriety which could result from my positions, and will not use my Board membership for personal gain or publicity.
 - *I will be mindful that I am responsible for my public conduct, even when not acting in my capacity as an elected official.*
 - *I will conduct myself in a manner that reflects well on the District and avoid sharing Board information that has not been verified and made public.*
 - *I will understand that I may be perceived as a Board member, rather than as a parent or community member, in any of my communications or actions.*
3. I will recognize that a Board member has no legal authority as an individual and that decisions can be made only by a majority vote at a Board meeting.
 - *I will make requests for Board information through the Superintendent, not to administrative staff, with a copy to the Board president.*
 - *I will not make individual requests for action to the Superintendent or administration.*
 - *I will understand that responses to my requests for information will be shared with all Board members, so that all Board members have the same information.*
4. I will take no private action that might compromise the Board or administration and will respect the confidentiality of privileged information.
 - *I will not be a part of communicating privileged information relating to the District.*
 - *I will not engage in interactive communication with a Board-quorum outside of Board meetings.*
 - *I will not post anything derogatory about District students, District employees, or pending District matters on social media.*
5. I will abide by majority decisions of the Board, while retaining the right to seek changes in such decisions through ethical and constructive channels.

- *I will not act or speak on behalf of the Board without the consent of the Board.*
 - *I will speak with one voice and abide by the will of the majority.*
6. I will encourage and respect the free expression of opinion by my fellow Board members and will participate in Board discussions in an open, honest and respectful manner honoring the differences of opinion or perspective.
- *I will express my opinion and respect others' opinions.*
 - *I will strive to avoid redundancy; not monopolize discussions; not interrupt others; stay succinct; pay attention to the speaker; avoid side bar conversations and tangents; minimize personal stories; and use time wisely during Board meetings.*
 - *I will strive to be clear about the intent of my questions and the manner in which they are asked.*
7. I will prepare for, attend, and actively participate in School Board meetings.
- *I will maintain decorum and stay on task during meetings.*
 - *I will be fully prepared for Board meetings and be willing to commit whatever time is needed to the task at hand.*
8. I will be sufficiently informed about and prepared to act on specific issues before the Board, and remain reasonably knowledgeable about local, state, national, and global education issues.
- *I will research and review factual information, so that I am informed on relevant issues.*
 - *I will work to establish performance indicators for college and career readiness and other District Goals and Areas of Focus, in collaboration with administration.*
 - *I will strive to continuously monitor progress towards meeting the District Mission and Goals, by utilizing District progress monitoring tools.*
9. I will respectfully listen to those who communicate with the Board, seeking to understand their views, while recognizing my responsibility to represent the interests of the entire community.
- *I will follow Board policy and deal appropriately with students, parents, and staff concerns.*
 - *I will not engage audience members in conversation during Board meetings, understanding that Board meetings are "in the public" rather than "for the public."*

10. I will strive for a positive working relationship with the Superintendent, respecting the Superintendent's authority to advise the Board, implement Board policy, and administer the District.
- *I will honor a "no surprises" rule for fellow Board members, the Superintendent and administrators at Board meetings, and expect the same in return.*
 - *I will submit questions in advance of Board meetings, whenever possible, and may also ask them during Board meetings.*
 - *I will empower and evaluate the Superintendent's management of the District and leadership of staff.*
 - *I will utilize future agenda topics under Agenda Items for Future Meetings to obtain consensus among the Board on individual requests for additional information*
11. I will model continuous learning and work to ensure good governance by taking advantage of Board member development opportunities, such as those sponsored by my state and national school board associations, and encourage my fellow Board members to do the same.
- *I will participate in Board self-evaluations and improve Board effectiveness through the utilization of a continuous improvement process.*
 - *I will participate in relevant Board development and school board learning opportunities.*
12. I will strive to keep my Board work focused on its primary work of clarifying the District's purpose, direction, and goals, and monitoring District performance.
- *I will govern through Board policies to ensure legal compliance, establish processes, articulate District ends, delegate authority, and define operating limits.*
 - *I will stay focused on Board work; i.e., stay on the balcony, define the "what" not the "how," and focus on high-level monitoring data.*
 - *I will ask for what the Board needs to know, rather than what is nice to know.*

CROSS REF.: 1:130 (School District Philosophy), 2:10 (School District Governance), 2:20 (Powers and Duties of the Board of Education), 2:44 (Board of Education Membership), 2:80 -E (Board Member Code of Conduct), 2:105 (Ethics and Gift Ban), 2:120 (Board Member Development), 2:130 (Board-Superintendent Relationship), 2:140 (Communications To and From the Board), 2:140-E (Exhibit: Guidance for Board Member Communications), 2:210 (Organizational Board of Education Meetings), 2:230 (Public Participation at Board Meetings), 3:30 (Chain of Command); 8:10 (Connection with the Community), 8:110 (Public Suggestions and Concerns)

Sample Board Protocols

1. Board member expectations

- a. Board members will assume positive intent.
- b. Board members will treat each other with respect and be open and honest with each other and with the superintendent.
- c. Board members will speak professionally and keep discussions at board meetings relevant and focused.

2. Concerns from the community and staff

- a. Board members will listen carefully, remembering they are only hearing one side of the story.
- b. Board members will then direct that person to the person in the district most appropriate (Chain of Command) who is able to help them resolve their concern.
- c. Board members handling concerns in this manner will clarify that one board member has no individual authority to fix a problem.
- d. Board members will call the superintendent if they think there is an issue of concern.

3. Speaking with one voice

- a. No individual board member other than the board president, per board policy, has the authority to act or speak on behalf of the board without the consent of the board.
- b. Board members have an obligation to express their opinions and respect others' opinions at the board table.
- c. Board members understand the importance of speaking with one clear voice to the superintendent.
- d. Board members have the right to disagree with the decision of the board, but will support the board in its decision by abiding by the will of the majority.

4. Communicating with the media

- a. The board president (or designee) is the spokesperson for the board to the media.
- b. The superintendent (or designee) is the spokesperson for the district to the media.

5. Closed session meetings

- a. Board members respect the confidentiality of privileged information and will not divulge conversations, discussions, or deliberations that take place during a closed session meeting.
- b. Board members understand that to divulge closed session information not only damages the relationship of the team, but has the potential for far reaching consequences which may impact future district operations.

6. Use of electronic communication

- a. Board members will be judicious in their use of electronic communication with respect to district business and understand that most electronic communication is subject to the Freedom of Information Act and as such can be made public.
- b. In compliance with the Open Meetings Act, Board members will not "reply to all" to any district email.
- c. A board member may discuss district business in person or by telephone or email with only one other board member at a time.

7. Social Media

- a. Board members recognize that while we may be giving our individual opinion or stating a fact on social media, it has the potential to impact the entire board.
- b. When promoting official district business and activities, personal use of social media should be limited to directly sharing links from the district media platforms, without personal editorial or opinion.
- c. Board members will not post rebuttals/responses/corrections to district-related social media posts.

8. Request for information

- a. When an individual board member requests information, it will be provided to all board members. (“One gets, all get.”)
- b. Individual board members will self-monitor to ensure one person's request for information does not divert an inappropriate amount of time from staff efforts to achieve district goals.

9. Board meetings

- a. Public Comment - We understand that board meetings are meeting of the board held in public, not open-forum town-hall meetings. We will keep this in mind as we conduct our meetings, allowing the public to provide input at the time allotted on the agenda to ensure that multiple voices of the community are heard.
 - The public has a right to participate in the meeting only during the designated public comment time.
 - Individuals that would like to can address the board with a 3 minute time limit.
 - Procedures for public comment are clear and available at the meeting site.
 - The board president will welcome any guests and review the public comment procedures.
 - Only the board president will respond to public comment during the meeting.
 - The board president may recognize the superintendent for factual information.

10. School Visits

- a. Board members are encouraged to attend school events (sporting events, fine arts events, community events) *as a spectator* as their time permits.
- b. Board members wishing to visit a school in official Board capacity shall:
 - Discuss with the superintendent purpose (official capacity) and the best time to visit
 - As a courtesy, notify the building principal of your visit
 - Check in with the office staff upon arrival
 - Follow campus guidelines for visitors (sign in, guest badge, escort, etc.)
 - Respect staff time and allow staff to perform their duties
 - Not evaluate staff
 - Not give direction to any staff or students
 - Not accept gifts (other than nominal tokens) or favors from any district employee
- c. When visiting with teachers of their own children, board members will make it clear that they are acting as parents rather than board members.
- d. If a board member observes an issue on a campus, the concern will be communicated to the superintendent.

11. No Surprises

No one (superintendent or board members) gets surprised at any time – in the meeting or between meetings.

FOR DISCUSSION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Freedom of Information Act Request

BACKGROUND DATA: The District received Freedom of Information Act request(s) from the following individual(s):

1. Nance Keith, Food Service & On-Premise
2. Sonny Ellen, LRS Recycles

The District will respond to all the request(s) within the required timeline.

From: Nance Keith <Keith.Nance@glccd.com>

Sent: Thursday, January 18, 2024 4:54 PM

To: district202foia@lisle202.org

Subject: FOIA- Lisle school District 202

Dear FOIA Officer,

Pursuant to Illinois' Freedom of Information Act (5 ILCS 140), this is my request for a copy of the current or most recent beverage agreement in place for (Lisle School District 202). This FOIA request is being made for commercial purposes.

Should you have any questions, I can be reached by phone or email. Otherwise, the documents responsive to my request can be emailed to me at Keith.Nance@glccd.com

From: Sonny Ellen <WEllen@LRSrecycles.com>
Sent: Wednesday, January 31, 2024 9:43 AM
To: district202foia@lisle202.org
Subject: FOIA for Waste and Recycling

Good morning

I'm Wallace "Sonny" Ellen and I work for LRS – Lakeshore Recycling Systems. I'm requesting a FOIA regarding a refuse and recycling contract. I'm looking for your current provider of waste and recycle hauling, service type, Contract and Last bid date. For example, your elementary school may have 8 yd picked up 3x/wk for recycling. I'm looking for that kind of contract containing that service information.

My office address is 1655 Powis Rd, West Chicago, Illinois.

Email: wellen@LRSrecycles.com

I appreciate all your help with this matter.

Thank you!

Sonny

February 2024

Lisle Elementary School

Second Graders Earn Poetry Recognition

Lisle Elementary School is #LionProud of our second grade multicultural students who participated in the Illinois Teachers of Bilingual Education's Elementary Poetry Contest this year! Nine of our students worked hard to create and submit their poems and we are pleased to share that Besan H. and Jamiled B.'s poems were selected out of 135 entries to be recognized! Besan earned a Newcomer award and first place with her Haiku poem titled "Fall". Jamiled earned second place with her Acrostic poem "Christmas".

Gaga Ball Pit Comes to LES

Thanks to the generosity of the LEHSO, our students are thrilled to be able to play a new activity at recess, Gaga Ball! This fast paced game is played in an octagonal pit and engages the skills of running, jumping, dodging, and throwing. Students are lining up to play!

Engaging Students and Families

Lisle Elementary School and the LEHSO hosted fun activities this month for our students and their families.

- Our Lion Club Preschool went on a field trip to the College of DuPage McAninch Arts Center to see the Rainbow Fish Show. They had a wonderful time being with their parents and teachers.
- The LEHSO Friendship Parties were a hit with many different activities planned by our families and volunteers. The party activities included Valentine limbo, cup stacking, paper airplane contests, creating bracelets with charms, and more.
- The LEHSO hosted its second annual Adult Night Out fundraiser. Parents had a great time together and the event was a huge success!

Lisle Junior High School

Junior High Play - Fairy Tale Courtroom

This year's theater presentation, "Fairy Tale Courtroom" was a huge success! The play ran on Friday, February 2nd, & 3rd and included a collection of fairy tale characters "on trial" for their crimes. Audiences were treated to a humorous presentation and spin on traditional fairy tale characters.

FAC Class Volunteers at Lisle Park District Preschool

The Family and Consumer Sciences class traveled to the Lisle Park District's Gentle Learning Preschool to help out with their Valentine's Party. Our students set up games, face painted, and helped the preschoolers with crafts at the various stations. It was a great experience for our students!

8th Grade Boys Basketball Finishes Banner Season

We are #LionProud of our 8th grade boys basketball team who went undefeated this season and earned the Conference Championship. Way to go Lions!

Lisle High School

LHS Students Inducted into the National Honor Society

On Wednesday, February 7th, Lisle High School students were inducted into the National Honor Society. Congratulations to Sydney B, Avery C, John D, Allison D, Isabella F, Emily G, Chloe H, Nicole P, Shiv P, Cecilia R, Max S, Mikayla S, Piper W, Angela W, Kennedy Y, Martin C, Esperanza G, Cynthia G, Nathan H, Ricky L, Gracie M, Ryan S, Armin S, and Jossalynn S.

Math Team Crowned Conference Champion

The Lisle High School Math Team traveled to Peotone High School to participate in the annual Illinois Central Eight Conference Math Competition. The Lisle mathletes continued their string of Conference Championships by winning the crown for the 16th year in a row! Lisle took home 1st place medals in 8 of the 11 events. Herscher and Coal City rounded out the top 3. The Lisle mathletes will compete next at the ICTM Regionals Saturday, February 24th at North Central College. Way to go, Lions!

FAFSA Night

The LHS Student Services team held a workshop to help families of graduating seniors with the FAFSA® form or Alternative App. Representatives from the Illinois Student Assistance Commission (ISAC) joined our school counselors to assist families in attendance by answering questions and completing the FAFSA form.

IC8 Band Festival

Congratulations to the students who were nominated by Mr. Gumina and represented LHS at this school year's Illinois Central Eight Conference Band Festival. We are #LionProud of Christine I, Emily L, Kaitlyn S, Shiv P, Anya K, Delilah D, Hunter C, Ethan H, Michaela B, Lukas N, Michal R, Sarah L, Sydney B, Ryan S, Shoaib K, Avery C, Angela W, Jordan B, and Nicole P.

District

Cabaret Night

The Lisle Band Parents Organization held the 41st annual Lisle 202 Cabaret Night on February 17, 2024. The night included an array of performances by our talented Lisle 202 musicians following the theme of "A Night with the Stars". Thank you to all the volunteers for the countless hours of work and dedication to this wonderful event!

Intergovernmental Council Meeting, January 30, 2024, 8:00 a.m.

Report Prepared by Pam Ahlmann

The Lisle Woodridge Fire District hosted the January 2024 Intergovernmental meeting.

In attendance -

LWFD Fire Chief, Keith Krestan

Lisle Police Chief, Kevin Licko

Lisle Park District Director of Parks & Recreation, Dan Garvy

Lisle Library District Director, Tatiana Weinstein and Library Board President, Marjorie Bartelli

Lisle Township Supervisor, Diane Hewitt

Lisle CUSD 202 Superintendent, Keith Filipiak and Board of Education President, Pam Ahlmann

Current events were highlighted by each participant, including:

Village of Lisle

- Community survey showed priority for improving downtown redevelopment and shopping opportunities
- Budget proposal to the Board
- Approximately 5,000 attended Lights of Lisle
- Payment option online for new utility bills
- Positive feedback on snow and ice removal
- Economic development - opening of Little Pops and Jimmy Johns; progress on the Rush Medical Cancer Treatment Center
- Progress on construction design by Flaherty&Collins; tear down to begin in spring
- Business Development Grant awarded to Rob Salerno for a breakfast and lunch restaurant on the corner of Main and Ogden with a deli next door
- Proposal for brownstone townhomes to the east of the downtown development

Lisle Police Department

- Working to get body cams in place by January 2025; storage is costly; unfunded mandate
- New TASERS utilized
- License plate readers effective in tracking stolen cars
- Conducting mass emergency and active shooter drills

Lisle Park District

- \$600,000 Grant awarded for Tate Woods Park includes pickle ball courts and 18 more parking spaces
- Wheatstack closed; pursuing options to potentially lease restaurant space
- Adding an Athletics director position; resuming soccer in-house
- Developing an intergovernmental agreement with the Fitness Center in Downers Grove
- 124 camps for the summer; 60-80 kids typically on a waiting list to get into Summer Quest programs; moving the teen camp to Wood Glen to increase summer camp space

Lisle 202

- Highlighted Hall of Fame recipients and legacy

- HS student one of 1,000 students named to All State Choir
- Nineteen students named Illinois State Scholars
- LJH Inspire Magazine received superior ranking, recognized by the National Council of Teachers of English for excellence in art and literary magazines
- LHS ranked 57th by U.S. News & World Report, placing the HS in the top 8% of schools in IL
- LES and LHS received an Exemplary Summary Designation placing among the top 10% of Illinois schools and LJH's Commendable status placing the JH in the top two tiers in the State
- Extended invitation to Cabaret Night
- Survey and status of interviews for new LHS Principal
- Update on LJH renovation plans
- Discussed lease extension for Chesterton Academy
- Status of intergovernmental leasing agreement with the Village and moving Central Office

LWFD

- Working on re-accreditation process; only 3% of Class 1 Fire Departments are accredited
- EMS requests up; fires down
- Difficulty recruiting paramedics and firemen
- Discussed the benefits of the Crisis Recovery Center; ability to respond to 92% of emergency calls
- Opportunity for Narcan dispensers

Lisle Township

- New software installation for food pantry inventory
- Working on their third budget for 2023-2024 cycle; 2024-2025 budget works starts in February
- Northern Illinois Strategic Plan proposal should be published next week
- April 13th next Recycling Event
- Received the Earth Flag from Scarce as a result of recycling initiatives

Lisle Library

- In-service day included emergency drills; officer Taylor provided tips on addressing bomb threats
- Completing policy reviews and rewrites and employee handbook update
- Impact of paid leave for all workers
- Successful Winter Read with 375-400 attending; positive feedback regarding Lisle Jazz Band's performance and the event ice sculptures
- State Representative Terra Costa Howard met with constituents at the Library
- Beginning a new Strategic Plan in the spring

The Village will host the next Intergovernmental Meeting; date TBD

Submitted by: Pam Ahlmann

LEND Council Meeting

1.26.2024



General Session

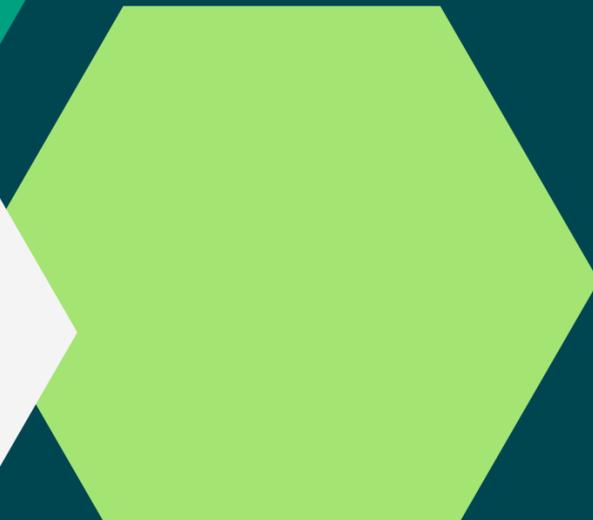


LEND's Mission:

IDENTIFY

INFORM

INFLUENCE



IDENTIFY



- **Identify legislation impacting our membership.**
 - **Total is often more than 7,000 annually**
- **Identify with the help of our members and, LEND Committees**
 - **Curriculum and Policies Committee**
 - **Dual Credit Subcommittee**
 - **Finance Committee**
 - **EL/Dual Language Committee**
 - **Federal Relations Committee**
 - **Literacy Committee**

INFORM

- **Monthly LEND Council Meetings**
- **This Week in Springfield Updates**
- **Districts sharing LEND information with your Boards of Education**

INFLUENCE



- LEND Directors foster relationships with LEND Members and DuPage elected officials
 - Facilitate frequent in-person and virtual meetings
- Districts build relationships with their local legislators
- Fact sheets, issue papers
- DATA, DATA, DATA!
 - SB 2721 Plan Time Survey
- Call to Action, Filing Witness Slips
 - LEND Members Only Page
 - WWW.LENDDUPAGE.ORG

Member Access to LEND Directors

- Contact information is readily available
- Availability - year round, everyday including weekends during session
- Will provide information and support to help you navigate a specific issue
- Available to present at a board meeting or committee meeting at the request of a member district

HOT TOPICS



DUAL CREDIT

TEACHER PLAN TIME

DISCIPLINE

**SCHOOLS AND POLLING
PLACES**

MFSAB BUSES

ACCELERATED PLACEMENT

FOREIGN LANGUAGE REQ

Dual Credit

Legislation has been submitted to make changes to the Dual Credit Quality Act

- Eliminates the sunset for educators to enter into Professional Development Plans
- Within 180 days if a high school and their community college cannot reach agreement on course documentation or instructor approval for that course the high schools can partner with alternative higher learning institutions for a particular course
- A Dual Credit Instructor Endorsement Framework shall be established between ICCB and ISE by 10/31/2024. The framework shall establish a criteria for evaluating instructors

Schools and Polling Places- (Villivalam/Hirschauer)

- The Board of Elections will make a request to the district to use its school building(s) as polling places. Boards of Education can accept or decline that request
- If the Board of Elections exhausts all other options they can come back to the school board and make specific requests in writing to the board
- The bill has not yet posted and its likely amendments will be needed

MFSAB- SB 2873 (Curran)

- Allows the use of a multi-function school activity bus for any curricular activity during the day if the driver holds a valid drivers license and is and employee or contractual employee of the school district
- Meetings will be held with appropriate agencies to work on this issue and other issues impacting the on-going shortage of school bus drivers and inability for candidates to receive their CDL licenses



Discipline SB1400 (Lightford)

- Has been filed to include language that we have been working on in collaboration with the teachers unions. Requires ISBE to publish model guidelines (guidance) to assist districts in implementing current discipline provisions in SB100
- A meeting is scheduled January 30th with Leader Lightford, school management and the teachers unions

Accelerated Placement HB4265 (Yednock)

- A school district's accelerated placement policy may (instead of shall) allow for automatic enrollment

Teacher Plan Time SB2721 (Cappel)

Requires districts to provide no less than 45 minutes of continuous daily planning time for teachers. Educators may not be forced to substitute for others to fulfill this requirement

- Introduced late last week
- Thank you for completing the survey
 - LEND data will be shared with the sponsors
- Legislation will start in the House
 - House sponsor Katie Stuart
- Senate sponsor Meg Loughran Cappel

High School Foreign Language Req HB 4186 (Elik)

- 
- Allows a student to take one year of a foreign language course if, upon completing that one year the student, the students parent or guardian, and the school counselor meet to discuss the students postsecondary education or career goals

Federal Relations Committee At Work- (Kristin Fitzgerald)

- 
- Our Federal Relations committee will work to:
 - Strengthen LEND's relationship with our Federal Delegation
 - Emphasize our DuPage priorities
 - Meetings will be scheduled the week of the President's Day Holiday
 - Following today's meeting you will receive a survey from our committee
 - Survey results will help our committee establish priorities for discussion
 - If you would like to join our committee contact Kristin Fitzgerald, Kfitzgerald@naperville203.org or Jen Figurelli, Jenfigurelli@lend-dupage.org



Breakout Rooms



Reconvene



Peg Agnos

Executive Director
pegagnos@lend-dupage.org
630-632-2954



Jen Figurelli

Director
jenfigurelli@lend-dupage.org
312-451-7278



LEND COUNCIL

MEETING

2.23.24





AGENDA

- CALL TO ORDER- LEND CO-CHAIR
 - DIRECTORS REPORT
 - SESSION UPDATE
 - LEND INITIATIVES
 - GOVERNORS BUDGET
 - BILLS of INTEREST
 - LEND COMMITTEE REPORTS
 - EXECUTIVE COMMITTEE VACANCY
 - MEMBER CONCERNS
 - ADJOURN
- 

Point of Personal Privilege

Ethekos Consulting New Team Member

Karli Ryan- Business Director

- *karliryan@ethekos.com*

LEND INITIATIVES

HB4709 (Hirshauer)/SB3383 (Villivalam)

Schools and Polling Places

- *Amends the election code to use public school buildings as polling places if a school board approves the use of that school.*
- *If the board of elections uses all available public buildings and determines that a public school building is needed for a polling place, it will send a written request to the local school board.*
- *The school board shall approve or deny the request within 60 calendar days.*

SB2873 (Curran)

MFSAB Bus

- *LEND will be meeting with the Office of the Secretary of State next week.*
- *Work continues to address their concerns.*

LEND INITIATIVES

HB5020 (Blair-Sherlock)

Dual Credit Quality Act

- *Negotiations between the school district and community colleges (designate a liaison) to reach a partnership agreement must begin no later than 30 days from the initial request.*
- *If within 180 days of the school districts initial request for a partnership agreement the school district and the community college don't reach agreement they shall implement the provisions of the model partnership agreement (MPA).*
- *For courses taught by the high school instructor at the high school, the school may use their district policies to determine class enrollment caps, students technology access and usage, and student accommodations .*

LEND INITIATIVES

HB5020 (Blair-Sherlock)

Dual Credit Quality Act

- *In consultation with the higher learning partner, school districts may determine grading procedures, course length, and the number of sections.*
- *If you are in a MPA, the community college has 30 days from the initial course request to notify the school district of its disapproval of the course request or instruction. The high school may pursue an alternative provider within 14 calendar days of the disapproval.*
- *Dual Credit Instructor Qualification Framework shall be developed through a Dual Credit Committee by July 31, 2025.*
 - *LEND has an appointment on the committee*

GOVERNORS K-12 BUDGET HIGHLIGHTS

- *EBF \$350 million includes \$50 million in property tax relief grants*
- *\$30.7 million for transportation and special education*
- *Orphanage tuition reimbursement increases \$700K*
- *CTE Programs increase \$10.2 million*
- *\$3 million for Statewide Literacy Plan*
- *\$45 million for 2nd year of Teacher Vacancy Grant Pilot Program*
- *MAP (monetary award program) increase of \$10 million*
- *After school programs remain flat*
- *\$75 million increase in Early Childhood Block Grant*

Bills of Interests

SB2568 (Villa)- Retirement Savings Plan

- *A school district that offers to its employees a retirement savings plan 403(b) may enter into a contract with only one vendor to administer the plan.*

New Arrivals

Funding

- *The General Assembly as one of its top priorities will be allocating state dollars for new arrivals.*
- *Conversations are ramping up about money in support of schools.*
- *Legislators are requesting data from DuPage.*

Bills of Interest

HB2401 (Ford)- Diversity in Literature

- *Provides that a school district (including a charter school) shall require that books that are included as a part of any course, material, instruction, reading assignment, or other school curricula related to literature during the school year or that appear on summer reading lists must include books that are written by diverse authors, including, but not limited to, authors who are African American, women, Native American, LatinX, and Asian.*
- *We offered Ford an amendment to remove our opposition, he has not yet filed it.*

HB3907 (Stuart)- Teacher Plan Time

- *Provides that school boards shall allow all educators to have daily continuous uninterrupted individual classroom planning time. Provides that the planning period shall be equal to one class period but no less than 45 minutes in duration.*
- *Provides that, during this planning period, educators may not be forced to substitute in other areas of the building or district when another educator is absent or a vacancy exists and may not be forced to attend meetings, trainings, or conferences of any kind.*
- *We met with Rep Stuart and shared the results from the LEND plan time survey, this bill still remains in rules and we are hopeful she will do a subject matter only hearing.*

Bills of Interest

HB4186 (Elik)- Foreign Language REQ

- *Allows a student to take 1 year of foreign language (rather than 2 years) if the student, students parent or guardian, and the school counselor meet to discuss the students postsecondary education or career goals.*
- *If at the meeting it is determined:*
 - *The student takes 1 year CTE*
 - *A second year of foreign language limits the students access to CTE*
 - *The student does not need a second year of foreign language to meet their goals*
- *Bill remains in House Rules.*

HB4219 (Yang Rohr)- Fentanyl

- *Beginning in 2025-2026 fentanyl education will expand for grades 6-8*
- *We have talked with the sponsor and are waiting on an amendment to be filed.*
- *Bill remains in House Education Committee.*

Bills of Interest

HB4622 (Didech)- Impact Note

- *Every bill that imposes or could impose a mandate on local school districts, and at the request of a member prior to second reading of the bill in the house of introduction, shall have prepared a reliable estimate of the fiscal and operational impact of those mandates on local school districts.*
- *Bill is assigned to House Education Committee*

SB3619 (Villivalam)- Impact Note

- *Requires the State Board of Education to prepare a School District Impact Note for every bill or amendment to a bill that direct appropriation, regulates, imposes a mandate upon, or otherwise affects the provision of public education.*
- *Bill remains in Senate Assignments*

Bills of Interest

HB4625 (Yang Rohr)- Digital Literacy Skills

- *As drafted this legislation imposes a number of curricular mandates on school districts.*
- *We met with the sponsor in Springfield this week and she is not calling the bill.*

HB5406 (Yang Rohr)- Athletic Practice Limit

- *Beginning in the 2024-2025 school year all practices, games, or contest by a State high school athletic program may be allowed no more than 18 hours of practice time per week and no more than 4 hours of practice time in a single day.*
- *Bill remains in House Rules Committee.*

Bills of Interest

SB3166 (Koehler)- SPED Permanent Records

- *Provides that the term "Student Permanent Record" may include reports of psychological evaluations, including information on intelligence and personality, academic information obtained through test administration, observation, or interviews, elementary and secondary achievement-level test results, special education records, and records associated with a plan developed under Section 504.*
- *After a lengthy debate in committee the sponsor has agreed to work with ISBE and others to work on an amendment.*

SB3237 (Belt)- Construction Grants

- *School districts since 2004, 2005, 2006, have been waiting on money from the State. This legislation allows those districts, should money become available to apply for grants after June 30, 2024.*
- *The sponsor is requesting as a funding source money from the States Rainy Day fund and additional money from the General Revenue over 3 years.*

Bills of Interest

SB3295 (Holmes)/HB 5009 (Croke) - Employee Holiday Pay

- *In provisions concerning holidays, provides that no deduction shall be made from the time or compensation of a school employee, including an educational support personnel employee, on account of any legal or special holiday during which time the employee is contractually employed (instead of on account of any legal or special holiday in which that employee would have otherwise been scheduled to work but for the legal or special holiday).*
- *Bills remain in Senate Assignments and House Rules*

Bills of Interest

Tier 2 Pension Fix

- *House Pension and Personnel Committee met on Thursday*
- *Subject matter only*
 - *Tier 2 effect on recruitment/retention*
 - *Follow up to the hearings held in the fall*
 - *Topics*
 - *Safe Harbor/ Social Security*
 - *The unfunded liability*
 - *Cost to the State*
 - *Cost to school districts*
 - *Benefit package*
 - *Retention*
 - *Recruitment*

Bills of Interest

HB4265 (Yednock)- Accelerated Placement

- *Beginning in the 2023-2024 school year a school districts accelerated placement policy may (instead of shall) allow for automatic enrollment.*
- *Position: SUPPORT*

HB4274 (Swanson)- Tick Removal

- *Provides that a school nurse or other designated person employed by a school district shall remove a tick from a student in accordance with guidelines issued by the Department of Public Health.*
- *Testimony was provided in committee by the proponents and opponents but the bill did not move.*

HB4577 (Mason)- Student Account Unpaid

- *Provides that no public high school of a school district may punish or penalize a student because of an unpaid balance on the student's school account. Removes a provision making the prohibition on withholding a student's grades, transcripts, or diploma because of an unpaid balance inoperative beginning 3 years from May 5, 2022.*
- *Bill remains in House Rules.*

Bills of Interest

SB1400 (Lightford)- Discipline

- *LEND along with other advocates and the sponsor continue negotiations.*
- *An amendment is forthcoming.*

SB2810 (Ellman)- Self Defense Petition

- *Provides that the State Board of Education shall develop and post on its Internet website a document that provides information to students and residents of a school district on how to petition a school board to require that self-defense instruction be included in physical education courses.*
- *LEND has a meeting scheduled with the sponsor later today.*

SB3151 (Stadelman)- Drivers Ed Worker Safety

- *In provisions concerning safety education and driver education courses, provides that, beginning with the 2024-2025 school year, the course instruction relating to highway construction and maintenance zones shall include at least one clock hour on worker safety in highway construction and maintenance zones.*
- *LEND met with the sponsor in Springfield this week, work continues.*

Bills of Interest

SB3571 (Harriss)- AED After Hours

- *Provides that a school district shall require a school to have present at the school during the school day and during a school-sponsored extracurricular activity at least one automated external defibrillator and one or more trained AED users. Provides that an automated external defibrillator installed and maintained in accordance with the Physical Fitness Facility Medical Emergency Preparedness Act may be used to satisfy this requirement.*
- *Bill has been assigned to Senate Education.*

SB3644 (Ellman)/ HB4895 (Yang Rohr)- Climate Change Education

- *Provides that, beginning with the 2025-2026 school year, every public high school shall include instruction on climate change and the impacts and causes of climate change in grades 9 through 12 in specified courses. Provides that the State Board of Education shall convene a working group of students, educators, and experts in the area of climate change. Sets forth tasks for the working group concerning State learning standards. Provides that the State Superintendent of Education shall prepare and make available to school boards instructional materials and professional development training for educators that may be used as guidelines for development of the instruction. Effective immediately.*

Committee Reports

EL Dual Language Committee- Dr. Jean Barbanente

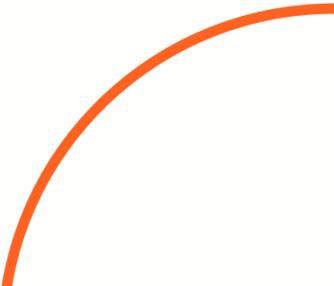
- *Home Language survey*
 - *Upcoming recommendations to the IACBE*

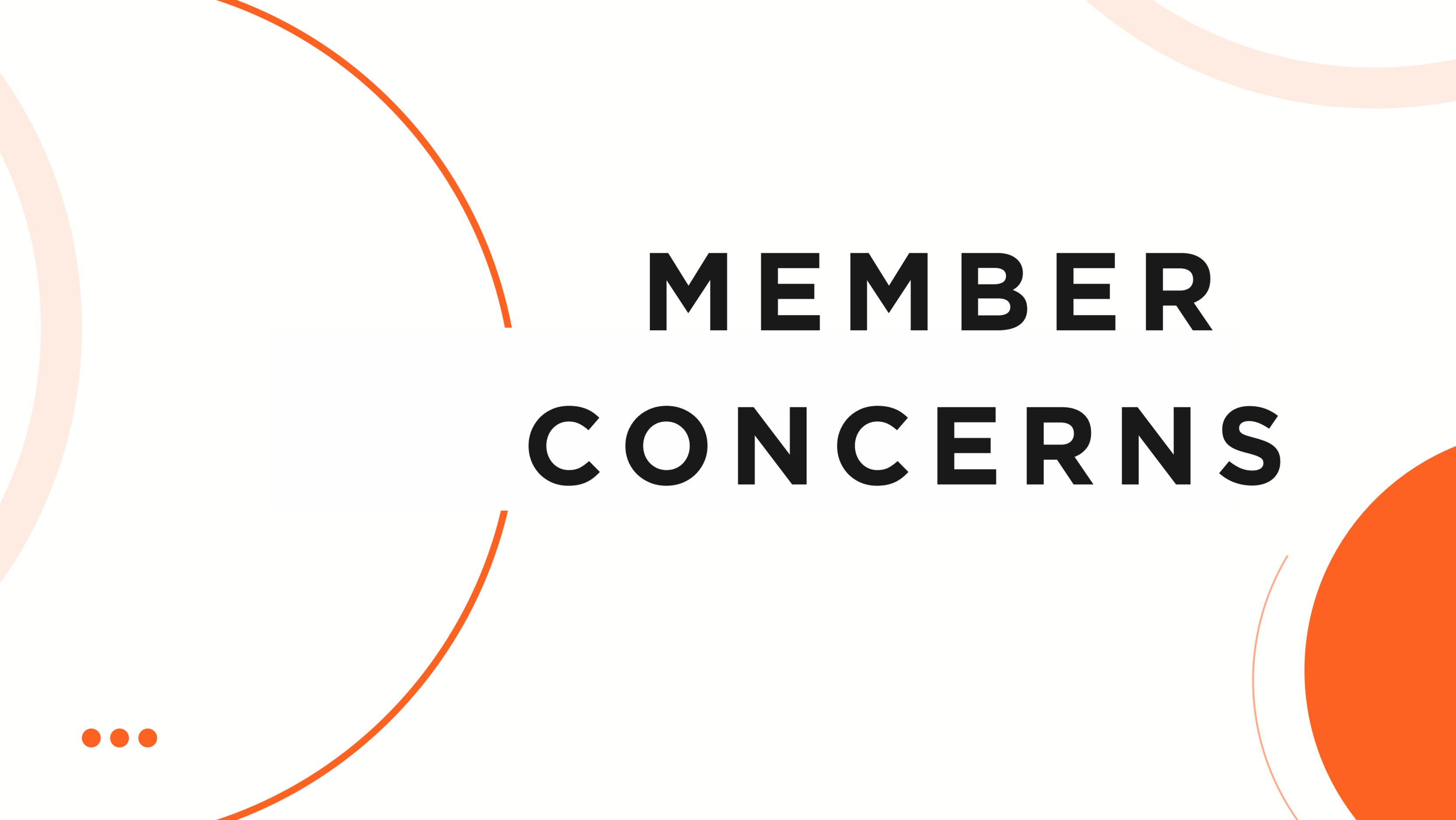
Federal Relations Committee- Kristin Fitzgerald

- *Update on Federal Relations survey*
- *Upcoming meetings with Federal Delegation*

Executive Committee Vacancy

Kristin Fitzgerald- LEND Co-Chair





MEMBER CONCERNS





PEG AGNOS
EXECUTIVE DIRECTOR

pegagnos@lend-dupage.org
630.632.2954

JEN FIGURELLI
DIRECTOR

jenfigurelli@lend-dupage.org
312.451.7278





Joint Meeting of Board of Directors and Governing Board

January 24, 2024

SASED Administrative Center

2900 Ogden

Lisle, IL 60532

6:30 PM

AGENDA

1. **Call to Order/Roll Call**
2. **Appointment of Secretary Pro-Tempore for Board of Directors**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **Public Comment**
6. **Consent Agenda**
 - a. Personnel Recommendations
 - 1) Accept/Approve the Resignations, Retirements, Employment, Return to Duty, and Change of Employment Status of Educational Support Staff, Licensed Staff, Registered Staff and Contract Staff as presented.
 - 2) Approve the Rate Increase as shown on the 2024 Exhibit A Rate Sheet from Sign Language Interpreters, Inc. (SLII)
 - 3) Nursing Services Agreement with Team Select Home Care
 - b. SASED Financial Reports
 - 1) Gross Payrolls for December 2023
 - 2) Payroll Liabilities for December 2023
 - 3) Bill List for December 2023
 - 4) Interim Checks for December 2023
 - 5) Voids for December 2023
 - c. SASED Programs/Services
 - 1) Approve the Intergovernmental Agreements to enroll a non-member district student in a SASED program.
 - 2) Approve the Out-of-State Travel Request for Early CHOICES to present at the International Inclusion Conference in May in Chapel Hill.
7. **Executive Director Updates**
 - a. SASED Strategic Plan Overview
 - b. SASED Program Monthly Updates - Cooperative Corner
 - c. SASED Employee Recognition
 - d. SASED Monthly Enrollment Update
 - e. Southeast School Health/Life Safety work, roof work, and HVAC
8. **SASED Financial Updates**
 - a. FY 24 Budget Reports - December and mid-year Year to date Budget Summary
 - b. Treasurers / Investments Reports
 - c. First Read SASED Financial Structure and Billing Model
9. **Board of Directors - Action Items**
 - a. Approve the Board of Directors Open Session Minutes from December 13, 2023
 - b. Approve the SASED 2024 ESY Program Budget which includes salary increases for licensed staff and ESP staff.
10. **Governing Board - Action Items**
 - a. Approve the Governing Board Meeting Minutes from August 9, 2023
 - b. Approve the Special Governing Board Meeting Minutes from December 20, 2023

c. Approve the FY25 Budget Schedule

11. **Adjournment**



Cooperative Corner

February 2024

A Message From The Co-Executive Directors

Greetings!

February is a month of preparing for transitions whether it be the weather (after all, the Groundhog did see his shadow) or preparing the daily transitions for our students to move smoothly between activities. As Co-Executive Directors, we often see the young adults in the Transition Program at the SASED Administration Center. We enjoy talking with them about their jobs and their career aspirations.

February is also a month to check-in with yourself for self-care and mindfulness. We encourage you to take in all the positive and healthy moments; attend to them and savor them - self care is vital to your well-being.

Sincerely,

Dr. Jimmy Gunnell and Mr. Jim Nelson



FISH! Philosophy

"Culture is the process by which a person becomes all that they were created capable of doing." - Thomas Carlyle



- Be There
- Play
- Make Their Day
- Choose Your Attitude



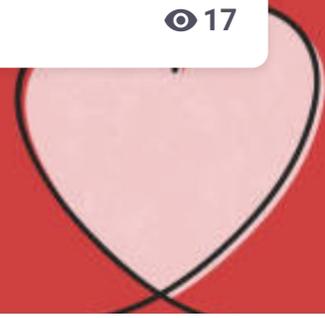
Join Us In Celebrating Black History Month

Every February, people in the United States celebrate the achievements and history of African Americans as part of Black History Month. Black History Month was created to focus attention on the contributions of African Americans to the United States. It honors all Black people from all periods of U.S. history, from the enslaved people first brought over from Africa in the early 17th century to African Americans living in the United States today.

Among the notable figures often spotlighted during Black History Month are Dr. Martin Luther King, Jr., who fought for equal rights for Blacks during the 1950s and '60s; Thurgood Marshall, the first African-American justice appointed to the United States Supreme Court in 1967; Mae Jemison, who became the first female African-American astronaut to travel to space in 1992; and Barack Obama, who was elected the first-ever African-American president of the United States in 2008.

Click here to learn more: <https://www.history.com/topics/black-history/black-history-month>

Be Heart Healthy



Be Heart Healthy!

February is American Heart Month, a time when all people—especially women—are encouraged to focus on their cardiovascular health.

This Heart Month, the Division for Heart Disease and Stroke Prevention (DHDSP) is encouraging women to listen to their hearts and speak up for their health. Women in the United States are experiencing unacceptable and avoidable heart-related illness and death, and nearly half of U.S. women do not recognize that heart disease is the leading cause of death for women.

- DHDSP aims to shed light on this important topic so that women no longer experience delayed recognition, diagnosis, and treatment for cardiac events, such as heart attacks.
- Heart-health disparities specific to women widen and deepen when combined with race, ethnicity, and other social factors.
- We encourage individuals, health care and public health professionals, and our partners to help close the disparities gap.

Using this website's tools, help the women in your life listen to their hearts and raise their voices. When we encourage women to protect their own hearts, they can help others in their communities protect theirs.



Listen to your heart.
Raise your voice.
Protect your health.

Visit: [CDC.gov/MyHeartMyVoice](https://www.cdc.gov/MyHeartMyVoice)

Programs and Services

Deaf and Hard of Hearing (DHH)



Early Childhood

We are up to 18 preschoolers in our early childhood program. Teachers have been using the "Teaching Strategies GOLD" to assess students. All early childhood staff have been participating in professional development around eliciting language and ways to include early math concepts. Teachers are choosing goals to target as educational teams such as using more wait time or engaging in more modeling and imitation with students.

Students &

house in February. Family members could volunteer to help with parties or come for hot chocolate, churros and the book fair during open house.

In class, students have been increasing the time they are engaged in rigorous learning. As the year goes on, students get better at following routines and attending for longer periods of time. All students were excited to spend time outside this month with the break from the extreme cold and snow. Teachers are discussing materials available through the "Wonders" reading curriculum and "Unique" curriculum.



SASED Staff are also working with North Elementary staff to streamline office referrals and behavior expectations.

Big Shout Out!



Junior High

A big shoutout to the DHH program at Westmont Junior High for not only educating us on Deaf Bing, but also creating some great content for our Facebook page! Check out the video their students made! <https://www.facebook.com/sasedcooperative>

Sign Classes

Our current sign classes continue for our dedicated participants. We also started a new session for interested participants in February. Classes will meet through the spring, so you can still sign up. Please see the flyer and sign up link below. Contact Tara Corral with questions at tcorral@sased.org.



AMERICAN SIGN LANGUAGE CLASSES

SASED IS OFFERING FREE AMERICAN SIGN LANGUAGE CLASSES FOR ALL WHO ARE INTERESTED. PLEASE SIGN UP BELOW.

STARTING **FEB 6** WEEKLY ONLINE CLASSES AT 7:15 PM ON TUESDAYS ON GOOGLE MEET

IF YOU ARE INTERESTED IN PARTICIPATING PLEASE SCAN THE QR CODE & FILL OUT THE FORM:



[HTTPS://FORMS.GLE/TVMFCSEHOGPU30QD8](https://forms.gle/TVMFCSEHOGPU30QD8)

The poster features a light gray background with a white cloud-like shape at the top containing the title. To the left of the title is an illustration of a stack of books with a red apple on top and a blue pencil holder with pencils. Below the title, the text is in a bold, black, sans-serif font. A red circle highlights the start date 'FEB 6'. A QR code is centered below the text, and a red URL is at the bottom. The bottom corners are decorated with colorful paper clips and a blue crayon.

Sign Class Sign Up

Southeast and Directions

New Classroom

We are excited to announce that we are opening a new classroom during the week of February 19th for Kindergarten-First Grade. Ms. Nelson, who has been helping with elementary academic interventions, will assume the role of classroom teacher. We are excited about the opportunity to work with more of our youngest learners in order to work on the academic and social/emotional skills they need to transition back to their home schools!

Student Successes!

We are also excited to announce that we have three more students who are transitioning part time back to their home schools. We look forward to some more students making the transition back to

New Staff

LaDonna Washington- Paraprofessional Southeast

Multi-Needs (High School) / Post Secondary Project SEARCH, and Transition**High School:**

Paul Martinez planned a community trip that created such excitement with his students. The class visited Benedictine University Jurica-Suchy Nature Museum. This trip provided the opportunity for Paul's students to explore the nature world, understand and engage with science, and build on their environmental literacy skill. This museum is home to a collection of over 30,000 specimens from around the world, some dating back to the 1800's. The students also worked on their listening skills, practiced following directions, and matched many animals they observed to their AAC device pictures.

Transition:

Transition vision students took a community trip to Home Depot to support the laundry unit that was recently completed. During this trip, students explored options of washers and dryers and the accessibility of top and front loaders, along with reaching the control panel. The students determined what will work for them in the future while exploring budget options for purchasing versus laundromat/dry cleaner.

Transition is currently exploring how to expand and improve our Microbusiness. More to come next month. The team is partnered with North Central College to assist with labeling bags for NCC's coffee shop. This job takes patience, practice, and communication to provide a high quality product.

Colleen is running a Book Club with Laura's and Megan's class. The current books is Where the Red Fern Grows. The book is adapted and the students participate in discussion and question/answer sessions.

Project SEARCH:

Our interns have began attending interviews for competitive employment. The goal of the program is to assist our interns gaining work skills to have a successful, meaningful employment in an integrated setting. Two students have accepted employment. 1 intern has accepted employment at the DuPage County Care Center, working in food service. A 2nd intern as accepted employment at Savers as a retail warehouse and production associate. Our program tailors the education and internships to achieve employment that aligns with the intern's and families goals for the future.

documents, IEP and the most recent case study, and the working interviews event. Decisions are made by a team across Northwestern Medicine's Central DuPage Hospital, Parents Alliance Employment Project, and our very own SASSED. If there is a HS senior that has met all HS requirements, or Transition age student who is ready for competitive employment in an integrated setting, please visit www.sased.org and apply through Employment>Project SEARCH student intern.



Coffee bag and sleeve prep for North Central College



Determining accessibility for our vision students in Transition



Community trip for SASSED students in Paul's classroom

STARS Program

STARS (SASED's Teaching for Autism: Reflecting Success)

As we begin our journey into 2024, our team is focusing on data to determine if there was a regression of skills over break. Teachers and related service staff collect ongoing data in academics, language, motor, and social skills per IEPs and use a variety of resources (e.g, curriculum based measurements, IXL, Fastbridge fluency progress monitoring, diagnostic and benchmark tests). Data is also collected cumulatively so we can monitor how long it takes for students to recoup skills. The biggest areas of concern are often life skills such as: self-advocacy and problem solving. When students return after long breaks, there often is an increase in challenging behaviors at both home and school. These challenges may occur due to the student's inconsistent ability to self-regulate, think flexibly, and use their language to get needs and preferences met. Our students often thrive in the school setting with familiar and routine schedules and supports.

Early Childhood

The STARS EC Class loves to move!



Elementary School

Expanding Expression Tool:

The students in the 1st/2nd grade STARS class are learning to describe objects by using the Expanding Expression Tool. On Fun Friday at afternoon centers, they painted real snow and then described the snow. They are currently working to describe explaining the item's group (category), what it does (function), what it looks like and what it's made of. The students enjoyed watching the colors seep into the snow, mix together and melt into a pool of water.



the DuPage Children's Museum. Students learned about science, technology, engineering, and mathematics. Students also enjoyed making patterns and learning about sorting and categorizing objects that are found in home and at school.



Intermediate School

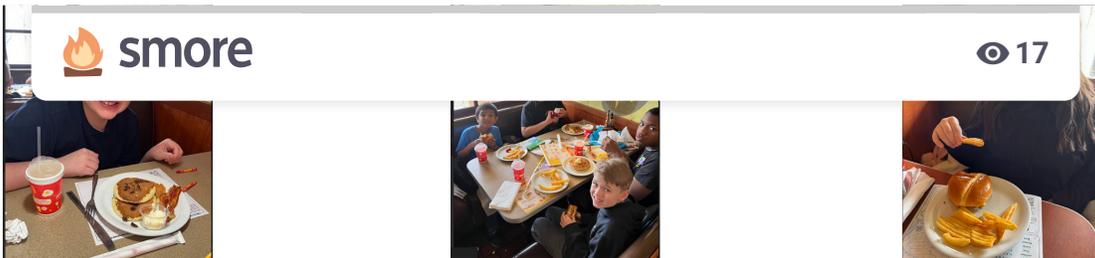
In Miss Cherrie's class we are learning all about the water cycle with Ms. Sadowski. We are learning all about how to label a diagram and what happens with water in different temperatures. We also are learning vocabulary words such as precipitation and condensation! We ended with creating our own water cycle experiment!



Junior High

Students have been working very hard in math to understand the concept of division. We usually go through a concept as a class, then students work on IXL and i-Ready checklists at their own pace, with teachers and math tools for support.





Here are students in Ms. Kaufmann's STARS classroom on a recent Community Instruction trip. The theme for 2nd trimester is Family Events and Activities within the Community. During community instruction, students are exposed to and participate in family style activities as well as learn and practice functional life skills within community settings. On Wednesday, February 7th, they went to Denny's restaurant in Willowbrook. Beforehand, students reviewed the menu online and budgeted for spending \$10. At Denny's, they did an amazing job practicing how to order food, wait appropriately and pay using tax and tip!

Visually Impaired Program

We are excited to announce that we opened a new EC classroom at Salt Creek Primary! Our staff worked hard and have been extremely flexible with opening a new class mid year.

Our middle school students joined their peers at Albright Middle School for a day of skiing at Wilmot Mountain Ski Resort. This was an amazing experience for our student!! Special thanks to our staff that made it possible!



Albright and Addison Trail students have been working together to develop a vending machine business. They have surveyed the Albright Middle School staff, searched for best priced items, purchased inventory, filled the machine, track sales, and completed cost analysis to ensure a successful business.

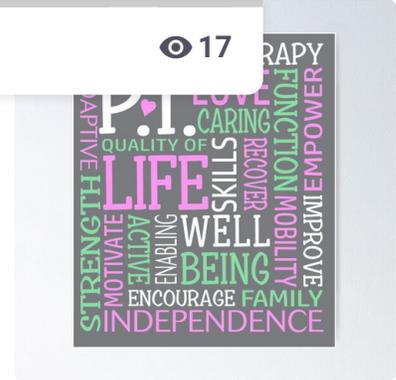
Our high school and transition students have been working hard with our orientation and mobility team to gain independence with a variety of transportation options in order to meet post secondary goals. They are ready for warmer weather while waiting at train and bus stops!!

On February 22nd and 23rd, many of our certified vision professionals will be attending the IAER conference (Illinois Association of Education and Rehabilitation). Several of our staff will presenting and some of our transition students will be selling products they have made from the transition microbusiness. This is always an exciting time of year within the Vision Program!

- "Phys teams: 

students with disabilities and prepare them for further education, employment, and independent living in many cases." (APTA, 2024).

- Physical therapists work with the educational team through direct and consultative support using their clinical expertise to assist students in participating in and increasing their independence in accessing their educational programming

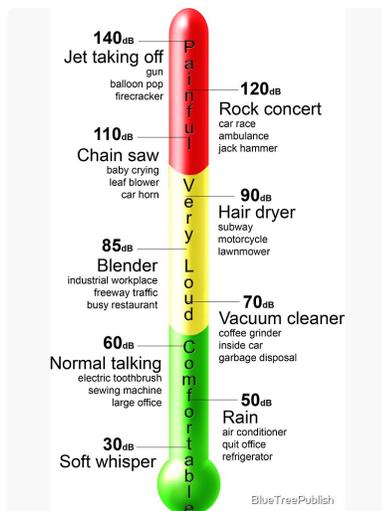


Audiology and Itinerant Services

Hearing and Vision Service Request Form

If you would like to make a request for a student to receive an audiologic evaluation, functional hearing assessment or functional vision assessment, click on the link below! Our audiologists and itinerants review all referrals in a timely manner and move forward with scheduling appointments and school visits as needed.

[To make a hearing or vision service request, click here!](#)



Hearing Itinerant Hot Tip

According to ASHA, sounds at 85 dBA can lead to hearing loss if you listen to them for more than 8 hours at a time. Sounds over 85 dBA can damage your hearing faster. The safe listening time is cut in half for every 3 dB rise in noise levels over 85 dBA. Watch out for the toys below that register at over 100 dB when held up to the ear. That's louder than a lawnmower! If you think a toy is too loud when at the store, leave it on the shelf. Thanks to our hearing itinerant, Kristine Chaplin, for sharing this info.



**Disney's Doc McStuffin
Rockin' Doc Sing-Along
Boombox**



**Fisher-Price: Dora and
Friends Play It 2 Ways
Guitar**

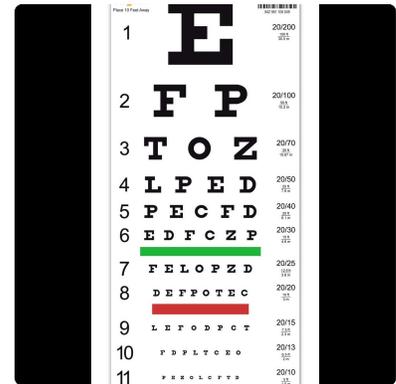


**Fisher Price's Laugh &
Learn Puppy's Piano**

Vision Itinerant

Our vision itinerants have had great success getting their students to attend our low vision clinics held at the SASSED Administrative Center. Students receive glasses and other low vision tools to help them access their materials in a variety of settings!

Thanks to our itinerant, Nicole Seyler, for collaborating with a school librarian in D58! A group of students from D58 will be making our vision program students braille key chains using 3D printers! Our students will thank them by teaching them to braille their names using a brailier. We are so excited about this collaboration!



Since the itinerants are always on the move, they are extremely excited for the mild winter we've had and the warm weather ahead!!

School Improvement, Instructional Support, Professional Development, and Assistive Technology (SI/IS/PD/AT)

The [2024 SASSED Spring Institute](#) is only two weeks away! On March 1, 2024 SASSED will host 12 different professional learning opportunities for our SASSED and member district faculties. We currently have 541 participants registered. The event will take place on March 1, 2024 and workshops will be hosted at NIU Naperville or DoubleTree by Hilton Lisle. Specific locations for each session are listed below:

NIU Naperville Location

- Adult SEL Competencies (Room 101 A)
- From PLAAFP to Progress: Writing Data Informed, Standards- Based IEPs (Room 261)

- Funct
- Inclus



- Learners (Room 101 C)
- Learn It Today, Use It Tomorrow! Fostering Independent Executive Functioning Skills (Auditorium)
- Secondary Transition A – Z (Room 263)
- Specially Designed Instruction: Guided Discussion (Room 262)
- Unique Learning Systems (Room 260)

DoubleTree by Hilton, Lisle/Naperville Location

- Foundation, Framework, and Future - Full Day of AAC (Majestic Ballroom)
- Verbal De-escalation Training: Behavioral Supports / Verbal Intervention (Regency Ballroom)

In addition to planning for the Spring Institute, our team has collaborated on **over 220 individual student referrals** since August! Our services have provided instructional coaching for 134 student problem solving cases and 82 assistive technology cases. We have also completed **145 professional development workshops** for our SASSED programs' and member district's faculties, and we are in the process of or have completed **58 team project referrals!**

We look forward to more student successes, professional growth, and organization effectiveness by providing instructional coaching and professional learning opportunities for SASSED and our member districts.

Human Resources Corner

[Click here to access SASSED's Human Resources website](#)

Follow us on LinkedIn

Human Resources

Click on the Human Resources logo to the right to see who you should know!



January Most Valuable Employee (MVE) winners

January's focus area was ***Working Well Under Pressure***. Congratulations to our January MVE winners.

- Collette Kaufman - STARS Teacher

- Amy (
- Laura 
- Maria Bettler - OT Lead
- Natasha Arroyo - VI Social Worker
- Bri Bolin - SIIS Coach



Most Valuable Employee recommendation

Beginning with the 2023-2024 school year, we will be implementing a MVE Award. We want to be able to show recognition for the hard work that takes place on a regular basis. You can recommend a teacher, teacher assistant, nurse, admin assistant, administrator, OT/PT, technology, bus driver, etc.

forms.gle



SASED Babies

We get so excited to see our SASED babies. This little one belongs to Kerry Shanahan, one of our SIIS Coaches



Dive Into DuPage

Don't miss the Dive Into DuPage Job Fair on April 11. Save the Date!



Don't forget to follow us on LinkedIn

Don't forget to follow us on LinkedIn

<https://www.linkedin.com/feed/update/urn:li:activity:7161733643596390400>

Event Information

Save the Date - Dive into DuPage Job Fair

When?

Thursday, Apr 11, 2024, 05:00 PM

Where?

6S331 Cornwall Road, Naperville, IL, USA

 [Open maps](#)

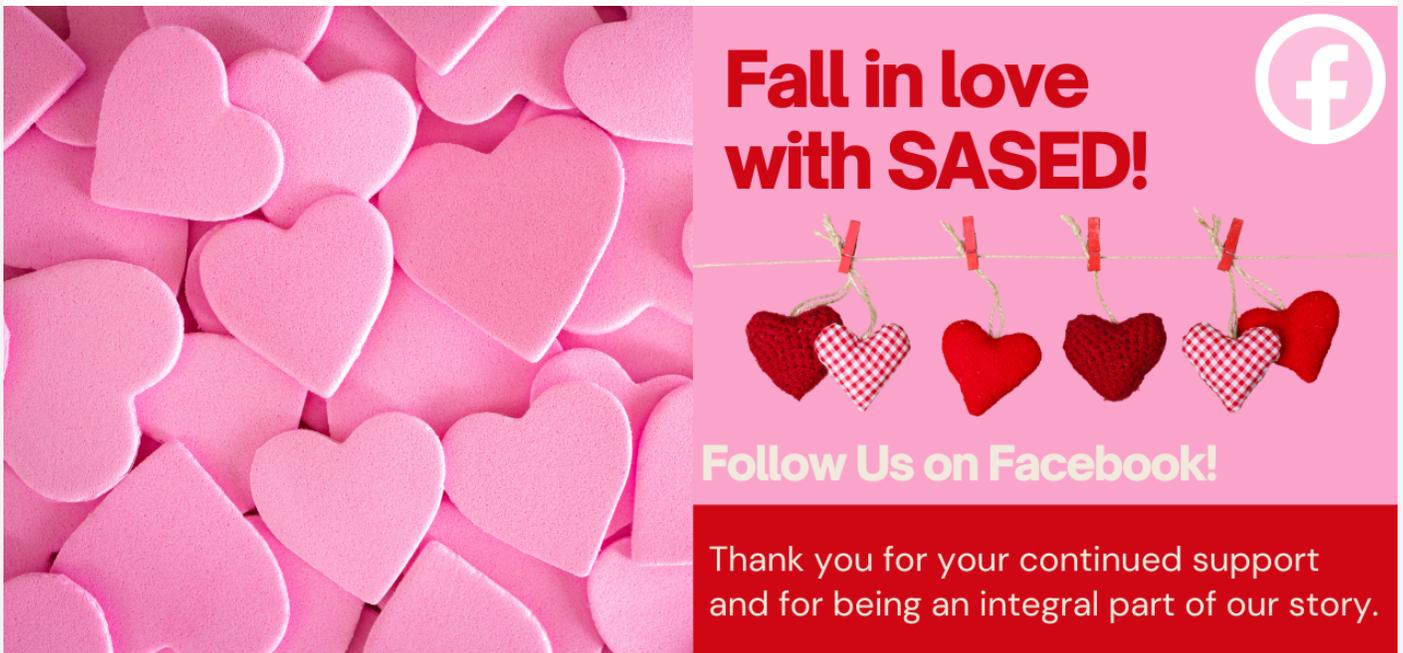
FY25 Budget Development Has Begun

The Business Office is in initial stages of the FY25 budget development process. Rachel Wisniewski, CSBO, will be conducting individual program budget meetings this month.



Technology Corner

[Click here to access SASSED's Technology website](#)

A promotional graphic for SASSED's Facebook page. The background is a collage of pink hearts. On the right side, there is a white Facebook logo. Below the logo, the text "Fall in love with SASSED!" is written in a bold, red font. Underneath this text, there is a string of red hearts, some of which are knitted or crocheted. Below the string of hearts, the text "Follow Us on Facebook!" is written in a white font. At the bottom of the graphic, there is a red banner with the text "Thank you for your continued support and for being an integral part of our story." in a white font.

Connect with SASSED on Facebook – Your Support Matters!

A short time ago, we embarked on an exciting digital journey by launching SASSED's official Facebook page. This platform has quickly become a vibrant space where we share the inspiring stories of our students, offer valuable educational resources, and keep you updated on the latest happenings in our cooperative.

Our mission to support students with disabilities continues to thrive, and it's heartwarming to see our community grow online. We invite you to join this journey of learning, sharing, and celebrating our collective achievements. Your likes, comments, and shares not only spread our message of inclusion and success but also strengthen the bonds of our community.

Every interaction on our Facebook page takes us one step closer to a world where every student's potential is recognized and nurtured. Let's continue to make a difference, one post at a time.

Thanks for reading this month's Cooperative Corner! We hope you are finding this information fun and informative. Here are a few other interesting things that take place in February or a

few facts that you may not know:

- *Random Acts of Kindness Week
- *National Pizza Day
- *Violets and Primrose are February's flower
- *National Golden Retriever Day
- *Leap Year every 4 years
- *Groundhog Day

That's all for now! See you next month!

Mindful Monday Wind Down Routine

2/5/24

When you get into bed at night, do you fall asleep immediately? Going to bed with a hyper-aroused brain (i.e., thinking about what you need to do, the next day, your plans, and more) interferes with how well you can get to sleep and stay asleep. It's essential to create a **relaxation routine** to help signal to your body that you're about to go to sleep.

Think of an airplane, coming in for landing. It's a gradual descent onto the runway. Compare that to turning off a light switch with a quick flick. We may expect sleep to be like the light switch—our head hits the pillow, eyes close, and voila—we're asleep! When in reality, we're more likely to have better and more restful sleep if we treat it like an airplane landing and wind down gradually.

Progressive Muscle Relaxation

This technique involves a little bit of focus on guidance. It allows you to release the physical tension and stress you may be experiencing. To do a progressive muscle relaxation, follow these 10 steps:

Step one - Start by lying down in a comfortable position. Allow your body to relax and take five deep breaths.

Step two - Tense your toes, hold them in place, then let go.

Step three - Tense the muscles in your calves, hold them, then let go.

Step four - Repeat your thigh muscles, hold, then let go.

Step five - Clench your hands, pause for a few moments, and then let go.

Step six - Tense and flex your arms, hold for a few seconds, then let go.

Step seven - Contract or flex your abdominal muscles, hold them, then let go.

Step eight - Squint or flex your cheeks, hold in place, and then release.

Step nine - Bring your shoulders up high to your ears, pause for a moment, then let go.

Step ten - Scrunch your face, hold it, then let go.

The idea is to tense areas of your body for about 5 seconds, then exhale and allow that area to relax for another 20 seconds before you move on to the next. This helps release tension and can bring your body into a relaxed state. Source: [Better Sleep](#)

Put DOWN the technology!

We're all guilty of lying in bed and watching TV, playing video games, or scrolling through social media. While you might think these activities are relaxing, they don't have a place in your wind-down routine. That's because electronic devices and screens will actually stop your brain from releasing the sleep hormone melatonin. What you think is helping ease you into sleep is actually keeping you awake!

Stop using all digital devices at least 60 minutes before bed. Keep your phone face down in your bedroom to prevent the screen from lighting up during the night. Don't sleep with the television on and remove any devices that have a digital or illuminated display like an alarm clock. All of these devices can interfere with your body's natural progression into "sleep mode". Source: [Somnia, 2019](#)

BEST EVENING ROUTINE RECIPE

Take a look at these options and see if there's a few that could work for you to build your personalized evening routine!

- 1. Turn off the TV
- 2. Turn off the lights
- 3. Turn off the phone
- 4. Turn off the TV
- 5. Turn off the phone
- 6. Turn off the TV
- 7. Turn off the phone
- 8. Turn off the TV
- 9. Turn off the phone
- 10. Turn off the TV

Molly Pharmacia 2024

Senga Lowe

Senga is using Smore to create beautiful newsletters

Created with  smore

Communicate quickly and effectively with interactive newsletters.

Smore empowers educators to connect with their community, streamline school communications, and increase engagement.

Create a newsletter

FOR APPROVAL

**Lisle Community Unit School District No. 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Approval of the Lisle High School Principal

BACKGROUND DATA: Dr. Filipiak and Dr. Kotalik have worked collaboratively with the high school administrative team and eleven staff members to create a series of interviews in search of the new Principal of Lisle High School. While the applicant pool was deep, Mr. Eric Martzolf rose to the top and is being recommended to the Board of Education for approval.

Mr. Martzolf has been in education for thirty years and has served high school students for fifteen years as a Mathematics Teacher and Department Head (Wheaton District 200 and Downers Grove District 58), Assistant Principal for Operations (Hinsdale South) for eight years, and in his current role as Assistant Principal for Curriculum and Instruction at Hinsdale South for seven years. Eric is particularly proud of the work he has collaboratively accomplished with the department chairs from both Hinsdale Central and Hinsdale South in the Math, Science, CTE, Physical Education/Health/Driver Education, and Special Education departments to develop a rigorous curriculum that is aligned to the standards and *accessible by all students*. With Mr. Martzolf's passion for grade-appropriate instruction, he has helped lead grade-level departments to eliminate lower-level classes and support all students and their instructional needs in their *grade-appropriate* classes. With this important shift, participation in Advanced Placement (AP) courses has increased as well as the number of students taking and passing AP exams. Teaching and administrative experiences such as this are what have provided Eric with an ideal skill set to develop the necessary relationships to support the staff, students, and families of Lisle High School.

Mr. Martzolf completed his undergraduate degree at Marquette University, a Master's degree in Curriculum and Instruction from DePaul University, and an advanced Certification in Administrative Leadership and Policy Studies from the University of Colorado, Denver.

Mr. Martzolf is honored and excited to become a member of the Lisle District 202 community and to be named the next Principal of Lisle High School.

FINANCIAL IMPACT: The base salary will be \$188,000 for the 2024-25 school year.

RECOMMENDATION: The administration recommends the approval of Mr. Eric Martzolf as the Principal of Lisle High School.

SUGGESTED MOTION: The Board of Education approves Mr. Eric Martzolf as the Principal of Lisle High School beginning July 1, 2024.

**ADMINISTRATIVE CONTRACT
LISLE CUSD 202 PRINCIPAL**

THIS CONTRACT is made this 1st day of July 2024, by and between the BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202, DUPAGE COUNTY, ILLINOIS (the "BOARD"), and ERIC MARTZOLF ("PRINCIPAL"), and has been approved at the meeting of the BOARD held on February 26, 2024.

IT IS AGREED:

1. EMPLOYMENT - The PRINCIPAL is hereby hired and retained from July 1, 2024, through and including June 30, 2025, and, as it may be later agreed to by the parties, thereafter, as a PRINCIPAL of Lisle Community Unit School District 202, DuPage County, Illinois.

2. DUTIES - The duties and responsibilities of the PRINCIPAL shall be those incidental to the office of the PRINCIPAL, those set forth in the job description established by the Board and contained in Board policies as adopted, and which may be amended from time to time, those obligations imposed by the laws of the State of Illinois upon the PRINCIPAL, and to perform other professional duties and community responsibilities customarily performed by the PRINCIPAL as may be assigned by the Board. The Board reserves the right to reassign the PRINCIPAL to different duties from time to time during the term of this Contract, without notice, a hearing or loss of pay.

3. SALARY - In consideration of an annual base salary of One Hundred Eighty-Eight Thousand Dollars (\$188,000) for period of July 1, 2024, through and including June 30, 2025, the PRINCIPAL agrees to devote such time, skill, labor and attention to his/her employment during the term of this Contract in order to faithfully perform the duties of the PRINCIPAL. Salary shall be paid in equal installments in accordance with the Board policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Contract, and other amounts required by law.

4. EVALUATION - Before March 1, 2025, the Board, or designee, shall review the

PRINCIPAL's performance and progress toward the established PRINCIPAL Goals and shall thereafter, during the month of June, consider the PRINCIPAL's annual compensation and benefits for the next contract year. Failure by the Superintendent to complete an evaluation does not preclude the PRINCIPAL's dismissal, or nonrenewal of this Contract.

5. OTHER WORK - Only with the prior written agreement of the Superintendent, may the PRINCIPAL undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligation. Provided, however, that this other work shall not interfere in a material and substantial manner with the PRINCIPAL's obligations set forth in this Contract.

6. BENEFITS - The PRINCIPAL will receive those benefits extended to all other Level I administrators in the Lisle Community Unit School District 202 Administrative Compensation Plan, as amended from time to time.

7. PROFESSIONAL GROWTH - Contingent upon approval by the Superintendent, the PRINCIPAL will receive those reimbursements for development seminars, professional dues and workshops set forth in the aforementioned Administrative Compensation Plan, as amended from time to time.

8. TERMINATION OF CONTRACT - This Contract shall be reviewed by the Superintendent and the PRINCIPAL annually and may be terminated prior to its expiration date by:

- A. Mutual agreement of the parties.
- B. Resignation provided, however, the PRINCIPAL gives the Board at least ninety (90) days written notice of the proposed resignation.
- C. Discharge for any conduct, act, or failure to act by the PRINCIPAL, which is detrimental to the best interests of the District. Reasons for discharge will be given in writing to the PRINCIPAL, who shall be entitled to notice and a hearing before the Board to discuss those causes. If the PRINCIPAL

chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session. The Board will not arbitrarily or capriciously call for the dismissal of the PRINCIPAL.

- D. Failure to maintain a valid, appropriate, and properly registered licensure, in accordance with the laws of the State of Illinois, throughout this Contract.
- E. Failure to comply with the terms and conditions of this Contract, after notification and a reasonable opportunity to correct, where appropriate.
- F. The PRINCIPAL's permanent disability or incapacity.

Notice of non-renewal shall be given to the other party by March 1.

Nothing herein will prohibit the Board from suspending the PRINCIPAL without pay when the performance of the PRINCIPAL is justifiably questioned, pending the outcome of any inquiry.

9. NOTICE - Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the Board, to:

Board of Education

Lisle Community Unit School Dist. No.
202 5211 Center Ave.
Lisle, IL 60532

If to the PRINCIPAL, to:

Eric Martzolf

The last address of the PRINCIPAL contained in official Business Office records of the Board.

10. BACKGROUND INVESTIGATION - The Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required criminal background investigation is not

completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract shall immediately become null and void.

11. MISCELLANEOUS -

- A. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the test of this Contract, the text shall control.
- C. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- D. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Contract shall be binding upon and inure to the benefit of the PRINCIPAL and shall be binding upon and inure to the benefit of the Board, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other

applicable law.

- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from, and the remainder of this Contract shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board, by its President and Secretary on the day and year first above written.

PRINCIPAL:

**Board of Education of
Lisle Community Unit School
District 202,
DuPage County, Illinois**

Eric Martzolf

President

Attest:

Secretary

FOR DISCUSSION

**Lisle Community Unit School District 202
Board of Education Meeting
February 26, 2024**

SUBJECT: Village of Lisle Shared Space Intergovernmental Agreement

BACKGROUND DATA: The administration is recommending the District's Central Office be relocated from the Junior High to Lisle Village Hall.

The Village of Lisle has agreed to:

- 1) Provide office space for 10 central employees
- 2) An annual lease amount of about \$51,000 which is the prorated utility and maintenance costs based on the number of staff members (District = 10 staff and Village = 20 staff) and 10% of the 2 receptionists' salary/benefits
- 3) A five-year term which can be terminated by either party with 180 days' notice

FINANCIAL IMPACT: The annual cost will be approximately \$51,000 per year and adjusted annually based on the projected utilities, maintenance, and reception salaries/benefits for the upcoming year.

RECOMMENDATION: That the Board approve the proposed Intergovernmental Lease Agreement with the Village of Lisle.

SUGGESTED MOTION: That the Board of Education approve the Intergovernmental Lease Agreement with the Village of Lisle Community School District #202 for the five years beginning April 15, 2024, and ending on April 15, 2029.

INTERGOVERNMENTAL LEASE AGREEMENT

THIS INTERGOVERNMENTAL LEASE AGREEMENT (“Agreement”) is entered into this 26th day of February 2024, by and between the Village of Lisle (“Village”) and Lisle Community Unit School District 202 (hereinafter referred to as the “School District”). In consideration of the covenants and agreements stated herein, the Village and the School District agree as follows:

WHEREAS, pursuant to 5 ILCS 220/1 *et seq.*, municipalities and school districts are authorized to enter into intergovernmental agreements to facilitate cooperation and coordination between local governments.

WHEREAS, the Village is the owner of property at 925 Burlington Ave., Lisle, IL 60532 (the “Premises”), which is the Village Hall and is the location where the Village’s administrative offices are located, and also the location where Village board, committee and commission meetings are held.

WHEREAS, there is space for additional offices at the Premises, and the Village has offered the space to the School District for the School District’s administrative offices and school board meetings and the School District desires to accept the offer on the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties hereby establish the terms and conditions governing their mutual cooperation and agree as follows:

1.0 LEASED PROPERTY.

1.1 The Village agrees to rent a portion of the Premises to the School District for school district administrative offices. The portion of the Premises rented to the School District

under this Agreement is described and depicted in attached Exhibit A (the “Leased Area”). In addition to the Leased Area, this Agreement entitles the School District to the use of up to ten (10) employee parking stalls at the Premises. The guests of the School District are entitled to park in the same parking stalls at the Premises designated for guests of the Village. Only properly insured vehicles may be parked in the Premises parking area. Unless otherwise allowed herein, the School District will not use the Premises for any use other than for its administrative offices and meetings of the Board of Education and Board Committees.

1.2 The Premises shall be and remain the sole property of the Village, and the School District shall have only the privilege of use of the Premises as provided in this Agreement.

1.3 In addition to use of the Leased Area, the School District shall be entitled to use of the following at the Premises: common restroom facilities, kitchen area, lunchroom, mailroom, exterior bulletin boards for required agenda and notice postings, and conference rooms. Conference room usage must be reserved with the Village Manager’s office and are available on a first come first served basis after regularly scheduled Village meetings. The School District is entitled to use of the Board Room at the Premises when not being used by the Village. Reservation of the Board Room must be made with the Village Manager.

1.4 The School District shall commit no act of waste and shall take good care of the Premises and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the federal, state and municipal governments and any of their departments.

2.0 TERM OF LEASE.

2.1 The term of this Agreement shall begin on April 15, 2024, and end on April 15, 2029.

2.2 The term of this Agreement may be extended from time to time by agreement or addendum in writing executed by both parties.

2.3 Upon thirty days' notice, the Village may terminate the tenancy under this Agreement if the School District has defaulted in the payment of any portion of the Rent when due. Upon ninety days' notice, the Village may terminate the tenancy under this Agreement if the School District fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Agreement to be observed, performed and kept by the School District.

2.4 Either party may terminate this Lease Agreement by giving written notice of termination to the other not less than one hundred eighty (180) calendar days prior to the effective date of termination.

3.0 RENT AND OTHER CONSIDERATION AND PAYMENTS

3.1 The School District shall pay to the Village as rent for the Premises, the sum of \$4,279 per month (hereinafter the "Base Contribution"). The Base Contribution includes facility costs, including but not limited to, the use of the parking lot, and charges for utilities (water, sewer, electric), cleaning, customer reception at the front desk, janitorial service, garbage removal, building preventive maintenance, mowing and landscaping, pest control, snow removal, inspections, building alarms and other repairs. The monthly rent amount shall be paid on or before the first day of each month of the rental term without demand and without deduction or setoff for any reason. Payment shall be made either electronically (ACH payment) or by hand delivery.

3.2 The Base Contribution amount will be reviewed annually by the Village and may be increased every April 15 based on increased facility costs, including but not limited to, costs

for utilities (water, sewer, electric), cleaning, customer reception at the front desk, janitorial service, building preventive maintenance, mowing and landscaping, pest control, snow removal, inspections, building alarms and other repairs. The School District is responsible for 33.3% of the increased costs that are determined annually under this section.

4.0 ACTIVITIES ON PREMISES

4.1 The School District shall provide its own office equipment such as but not limited to file cabinets, fax machines, phones, computers, copiers, and printers. The Parties agree and understand that their computer, phone, fax and IT networks will not be connected and will be contracted for and billed separately. If conditions arise whereby School District needs to use Village's office equipment, Village and School District agree that they will mutually determine if a usage fee is appropriate and will mutually agree on an appropriate usage fee. School District shall purchase and supply all its own office supplies and equipment supplies such as copy paper and ink cartridges. If School District and Village determine it would be of mutual benefit to conduct joint purchases of office supplies such as copy paper, both entities agree that this will be conducted through their mutual purchasing agents and would be the subject of a separate agreement.

4.2 Currently, the Village broadcasts and records Village Board meetings and certain other public meeting using a third party video contractor, and the Village is charged \$300 per meeting for the services of the video contractor. The School District shall utilize the same video contractor for recording and/or broadcasting Board of Education meetings, but if it chooses to do so the School District will be responsible for the resulting charges and will arrange separately with the video contractor for service.

4.3 No construction, modification, or installation activities shall be performed on the Premises unless the Village has given its express written consent.

4.4 The School District shall be responsible for physically escorting all of its guests and visitors to and from all meeting locations within the Premises.

4.5 The School District shall not permit the accumulation of waste or refuse matter on the Premises.

4.6 The School District shall adhere to all Village policies and procedures concerning the Premises, such as housekeeping policies, meeting room use policies, parking regulations, security policies and sign-in/sign-out policies. The School District represents that it has seen and been made aware of these policies. The School District agrees to participate fully with all Village emergency fire and tornado drills at the Premises.

4.7 Not later than the last day of the term of this Agreement, the School District shall, at School District's sole cost and expense, remove all of the School District's personal property from the Premises, and surrender the Premises in the same condition as it was at the beginning of the term of the Agreement, reasonable wear not due to the misuse or neglect by School District or School District's agents, servants, visitors or licensees excepted. All property of the School District remaining on the Premises after the last day of the term of this Agreement shall be conclusively deemed abandoned and may be removed by the Village, and School District shall be responsible for and reimburse Village for the cost of the removal. The Village may have any such removed property stored at the School District's sole risk and expense or disposed of, at the sole option of the Village.

5.0 SCHOOL DISTRICT REPAIRS AND ALTERATIONS

5.1 The School District covenants with the Village to occupy the Premises in a tenant-like manner and not to permit waste. When it becomes (or, acting reasonably, should have become) aware of same, the School District will notify the Village of any damage to or deficiency or defect in any part of the Premises. The School District will not use or keep any device that might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service of the Premises.

5.2 The School District covenants with the Village that the Village, its servants, agents and workmen may at reasonable times and intervals enter and view the state of repair of the Leased Area.

5.3 The School District will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Village's written approval thereto.

5.4 The School District will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises. Locks may not be added or changed without the prior written agreement of both the Village and the School District. The School District will supply and install various information technology devices, computer hardware, and support equipment at the School District's expense with minimal impact to the Village. The School District will not be placing any outside radio communications antennas on the structure.

6.0 VILLAGE REPAIRS AND ALTERATIONS

6.1 The Village covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Premises, including windows, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the School District, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the School District together with an administration fee of fifteen percent for the Village's overhead and supervision.

7.0 ASSIGNMENT AND SUBLEASING

7.1 The School District shall not assign, mortgage, pledge, or otherwise encumber this Agreement or the Premises in whole or in part.

7.2 The School District shall not, without obtaining the written consent of the Village, sublet the Premises or any part of the Premises.

8.0 INSURANCE

8.1 The School District is hereby advised and understands that the personal property of the School District is not insured by the Village for either damage or loss, and the Village assumes no liability for any such loss. The School District is not responsible for insuring the Village's contents and furnishings in or about the Premises for either damage or loss, and the School District assumes no liability for any such loss.

8.2 School District's Liability insurance. School District agrees to at all times during the term of this Agreement maintain in full force and effect Commercial General Liability Insurance on the Premises during Agreement Term naming Village as additional insured with an

insurance company approved by Village, with such coverage to provide limits of not less than Two Million Dollars each occurrence and Three Million Dollars general aggregate, combined Bodily Injury and Property Damage Liability. School District shall provide Village certificates evidencing that adequate policies are in place and in full force and effect. School District may maintain the required liability and property insurance (described below) in the form of a blanket policy covering other locations of School District in addition to the Premises; provided, however, that School District shall provide Village with a certificate of insurance for such coverages or comparable evidence specifically naming the location of the Premises and specifying Village as an additional insured as required herein, the limits of which coverages applicable to the Premises are to be in the amounts set forth herein. Said Certificate of Insurance shall require at least thirty days' notice to Village of any expiration or termination of coverage. Said insurance shall be the primary insurance in the event of a claim arising from the School District's actions or inactions.

8.3 School District's Property Insurance. School District further agrees to carry all risk property insurance (hereinafter, "School District's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage, and all other perils of direct physical loss or damage for the full replacement value, of all the School District's personal property and improvements located on or within the Premises. School District shall provide Village certificates evidencing that School District's Property Insurance is in full force and effect. Village agrees that it shall not have any right, title, or interest in and to School District's Property Insurance, or any proceeds therefrom. School District shall deliver to Village, prior to occupancy, certificates or comparable evidence of the existence and amounts of such insurance. School District may use blanket insurance coverage to satisfy the requirement.

8.4 School District expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by the School District, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, and employees as herein provided.

9.0 INDEMNIFICATION.

9.1 Village and School District, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities, arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

9.2 To the fullest extent permitted by law, the School District hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, environmental claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the Village, its officials, agents, and employees, arising in whole or in part in consequence of the tenancy of the School District, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the School District shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the School District shall, at its own expense, satisfy and discharge the same.

10.0 WAIVER.

10.1 No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the Village or the School District shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement. The failure of Village or School District to insist upon the strict performance of any provisions of this Agreement, or the failure of Village or School District to exercise any right, option, or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option, or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Village of any act by School District requiring Village's consent or approval shall not be construed to waive or render unnecessary the requirement for Village's consent or approval of any subsequent similar act by School District. The receipt by Village of rent or other charges with knowledge of a breach of any provision of this Agreement shall not be deemed a waiver unless such waiver shall be specific, in writing, and signed by the Village. No payment by School District or receipt by Village of a lesser amount than the rents and/or charges then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment, prejudice Village's right to recover the balance of such rents and/or other charges due to Village, and Village may pursue any other remedy in this Agreement or by law provided.

11.0 AMENDMENT OR MODIFICATION.

11.1 Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.

12.0 CHOICE OF LAW.

12.1 The laws of the State of Illinois shall apply to the interpretation of this document. Any legal action concerning this Agreement shall be brought in the Circuit Court of DuPage County, Illinois.

13.0 LITIGATION EXPENSES.

13.1 If either the Village or the School District takes legal action to enforce the provisions of this Agreement, the substantially prevailing party in any such litigation shall be entitled to be reimbursed for its costs and reasonable attorney's fees.

14.0 ENTIRE AGREEMENT.

14.1 This Agreement constitutes the entire agreement between the parties and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, other than as contained herein.

IN WITNESS WHEREOF the parties set their hands and seals as of the date first written above.

VILLAGE OF LISLE

**LISLE COMMUNITY UNIT SCHOOL
DISTRICT 202**

By: Eric Ertmoed
Its: Village Manager

By: Keith Filipiak
Its: Superintendent

EXHIBIT 1

School District's Assigned Spaces Lisle Village Hall
925 Burlington Avenue Lisle, Illinois

The following areas are the Leased Areas:

- 1st Floor** – Yellow areas indicated in Exhibit 1.
- 2nd Floor** – Yellow areas indicated in Exhibit 1.

Total School District Employee Parking: 10 vehicles

Visitor Parking – Shared with existing signed parking spaces for Village Hall visitors parking.