



In response to the ongoing pandemic and in conformance with the Governor's Executive Orders and/or Public Act pertaining to public meetings, the Village President has declared that an in-person meeting of the Village Board is not practical or prudent. Therefore, the Village Board meeting will be held via video conference. The public may observe the proceedings via the link provided below. Public comment for the meeting will be accepted in writing to info@vok.org up to 5:30 PM on the day of the meeting, or during the Public Comment section of the meeting. Please see the Rules for Public Comment posted at www.vok.org for additional details.

Video Link: <https://us06web.zoom.us/j/88395442236?pwd=aEFYVBUU1lvaElxdFdYbTZENFo5Zz09>

You may also attend via telephone: 1 312 626 6799 US (Chicago)

Meeting ID: 883 9544 2236

Passcode: 032122

Village Board of Trustees

Meeting Agenda

March 21, 2022 at 7:00 p.m.

I. Call to Order / Roll Call

II. Approval of Minutes

A. Village Board – February 22, 2022

III. Village President's Report

A. Announcement – Special Meeting – March 25th, Award KW2023 Project Bids

B. Visioning Committee Update – Survey Results

C. Park District Request for Café Operations at the Assembly Hall

IV. Approval of the Warrant List

V. Regular Scheduled Business

A. Items for Consideration by Omnibus Vote

1. Authorization to Designate Gregory Jones of Ancel Glink, P.C. as Village Attorney

2. Approval of a Resolution Authorizing the Award of the 2022 Curb Replacement Program to Schroeder and Schroeder of Skokie, Illinois in the Estimated Amount of \$69,000

3. Adoption of an Ordinance Concerning a Disclosure Compliance Policy as Recommended by Bond Counsel

B. Items for Individual Vote or Discussion

4. Adoption of a Resolution Authorizing Execution of a Lease Agreement with Verizon Wireless for Cellular Equipment at the Water Tank

5. Adoption of an Ordinance Granting a Special Use for a Physical Fitness and Training Facility at 624 Green Bay Road as Recommended by the Plan Commission

VI. Report of Committees

A. As needed

VII. Report from Staff

A. Community Development

B. Finance

C. Police

D. Public Works

E. Legal Counsel

F. Village Manager

1. Update – Kenilworth 2023 Green Streets Project

VIII. Business from the Public- Participants accessing the public meeting via the meeting link may use the “raise hand” function located at the bottom of the video meeting participant’s window. When the floor is opened for public comment, the Village President will address each participant with a raised hand, one by one. Once called upon, the participant will be unmuted, and will have 3 minutes to address the Village Board.

If a participant plans to dial into the meeting via telephone, public comment may be submitted in writing and sent to info@vok.org by 5:30 p.m. on the day of the meeting. Copies of submissions will be provided to the Village Board in advance of the meeting.

The rules for public comment are posted on the Village website: www.vok.org

IX. Adjourn

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

VILLAGE OF



KENILWORTH, IL

Village Board of Trustees Meeting February 22, 2022

Call to Order

Village President Cecily Kaz called to order the regular meeting of the Board of Trustees of the Village of Kenilworth via video conference at 7:01 p.m. on February 22, 2022.

Roll Call

President Kaz requested a roll call, and the results were as follows:

Trustees:

Trustee Pete Shadek	Present
Trustee Alison Winslow	Present
Trustee Tim Ransford	Present (arrived 7:04)
Trustee Christopher Ottsen	Present
Trustee Amy Hannus	Present
Trustee Walter Kelly	Present
President Cecily Kaz	Present

A quorum was present via video conference.

Others Recorded as in Attendance:

Village Officials and Staff:

Michael Gagnon	Village Clerk
Jaramee Finn	Village Treasurer
Patrick Brennan	Village Manager
Heather McFarland	Asst. to the Village Mgr.
Ben Schuster	Village Attorney
David Miller	Police Chief
Nicole Ang	Management Analyst
Jordan Schmidt	Management Analyst

Others, signing in as displayed in Participant List:

Cary Johnson
Jack Merriman

1 Andrew Ratts
2 Paul O'Connor
3

4 **Agenda Item II. Approval of Minutes**
5

6 President Kaz asked if there were any comments or recommended changes to the following list of
7 minutes:
8

- 9 **A. Committee of the Whole – December 07, 2021**
- 10 **B. Committee of the Whole – January 10, 2022**
- 11 **C. Village Board – January 18, 2022**
- 12 **D. Village Board – January 18, 2022 – Closed Session**
- 13 **E. Committee of the Whole – February 10, 2022**
- 14 **F. Committee of the Whole – February 10, 2022 – Closed Session**
- 15 **G. Committee of the Whole – February 16, 2022**
- 16 **H. Committee of the Whole – February 16, 2022 – Closed Session**
- 17

18 Hearing none, Trustee Ottsen offered, and Trustee Kelly seconded, the motion to approve the
19 minutes as listed.
20

21 **A roll call vote was taken as follows:**
22

23 **For: Shadak, Winslow, Ottsen, Hannus, Kelly**
24

25 **Opposed: None**
26

27 The roll call tally was five votes in favor, and none opposed. President Kaz declared that the minutes were
28 approved.
29

30 **Agenda Item III. Village President's Report**
31

32 **A. Appointment of the Lakefront Master Planning Ad-Hoc Committee**
33

34 President Kaz announced that she had asked a number of people to form a Lakefront Planning Group to
35 address the Village's desire to preserve and vitalize its beach and surrounding property. Members of the
36 group are:
37

- 38 Alison Winslow - Village Board Trustee and Committee Chair
- 39 Chris Ottsen - Village Board Trustee
- 40 Cary Johnson - Plan Commission Member
- 41 Steve McNelly - Park District Board Member
- 42 Tom Nodine - Kenilworth Sailing Club
- 43 Megan Bradley - Resident
- 44 Gregg Latterman - Resident
- 45

46 President Kaz thanked these individuals for their willingness to participate in this effort and looked
47 forward to their recommendations.

1
2 **Agenda Item IV. Approval of the Warrant List**
3

4 President Kaz asked the Chairman of the Finance Committee, Trustee Kelly, to present the warrants. He
5 discussed payments for risk and worker’s compensation and to the Winnetka Fire Department as well as
6 other miscellaneous items. He amplified the need to split a refund to T-Mobile for rental payments that
7 were suspended during the repainting of the Kenilworth Water tower between FY 2021 and FY 2022. He
8 reported he had reviewed all payments as presented in the monthly packet and found them in order.
9

10 With no further discussion, President Kaz opened the floor to a motion to approve the Warrant
11 List. Trustee Kelly offered, and Trustee Shadek seconded the motion to approve the Class A Warrant List
12 in the amount of \$635,704.92, and to ratify the Class B Warrant List in the amount of \$209,345.66 as
13 presented.
14

15 **A roll call vote was taken as follows:**

16
17 **For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly**

18
19 **Opposed: None**
20

21 The roll call tally was six votes in favor, and none opposed. President Kaz declared that the warrants were
22 approved and ratified.
23

24 **Agenda Item V. Regular Scheduled Business**
25

26 **A. Items for Consideration by Omnibus Vote**
27

28 President Kaz read the items for consideration by Omnibus Vote aloud as follows:
29

- 30 **1. Adoption of an Ordinance Authorizing Execution of a Franchise Agreement with Comcast**
31 **Cable Corporation**
32
- 33 **2. Adoption of a Resolution Ratifying the Award of the 2022 Standby Generator Contract to**
34 **Powerlink Electric of Vernon Hills, Illinois in the Estimated Amount of \$120,304**
35
- 36 **3. Adoption of an Ordinance Amending the Fiscal Year 2022 Budget Concerning the Purchase**
37 **of a Bobcat Tool Cat in the Amount of \$59,990**
38
- 39 **4. Adoption of an Ordinance Amending the Annual Fee Ordinance to Lower Certain Fees**
40 **Related to Water and Sewer Service Line Replacements**
41
- 42 **5. Adoption of a Resolution Authorizing Execution of a Lease Agreement with New Cingular**
43 **Wireless (AT&T) for Cellular Equipment at the Water Tank**
44

45 She then asked if there was any discussion to be had on these items before the Board voted on them.
46 Trustees discussed the breadth of services covered by the Comcast Cable Franchise Agreement, the price
47 disparity among bidders for the Standby Generator, and the specifications and safety considerations of the

1 Cellular Equipment related to the AT&T Lease Agreement under consideration. Hearing no further discussion,
2 President Kaz opened the floor to a motion on the items. Trustee Shadek offered, and Trustee Kelly seconded
3 a motion to adopt Items One through Five as presented.
4

5 **A roll call vote was taken as follows:**

6
7 **For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly**

8
9 **Opposed: None**

10
11 The roll call tally was six votes in favor, and none opposed. President Kaz declared that Items 1-5 were
12 adopted.
13

14 **B. Items for Individual Vote or Discussion**

15
16 **6. Adoption of the Following Items Concerning the Green Streets Phase II Project on Raleigh,**
17 **Leicester, and Warwick:**

18 **a.) An Ordinance Authorizing the Issuance of Up to \$7,700,000 in General Obligation Bonds,**
19 **providing for the Alternate Revenue Source, and the Levy of a Direct Annual Tax for the**
20 **Principal and Interest on Said Bonds**

21 **b.) An Ordinance Amending the Fiscal Year 2022 Budget to Account for the Bond Issuance**
22 **Revenue**
23

24 President Kaz turned the floor over to Manager Brennan to provide background for the consideration of the
25 Bond Ordinance. Manager Brennan described the steps that had been taken up to this moment and the steps
26 that would follow should the Board agree to sell Village General Obligation Bonds in the ensuing days. These
27 steps included submitting the Bonds to bidding process recommended by its financial advisor, procedures for
28 gathering bids and accepting the most desirable bid. Trustees discussed the general condition of the financial
29 markets, the timing of the sale, the expected bid value as seen by the Village's financial advisor, and the
30 procedures for spending down the proceeds upon receipt. Brennan stated that, if the Village Board adopts
31 the ordinances, the bonds would be issued subject to the signature of the Village President without further
32 action by the Trustees.
33

34 Hearing no further discussion, President Kaz asked for a motion to adopt an Ordinance Authorizing the
35 Issuance of Up to \$7,700,000 in General Obligation Bonds providing for the Alternate Revenue Source, and
36 the Levy of a Direct Annual Tax for the Principal and Interest on Said Bonds, as well as an Ordinance Amending
37 the Fiscal Year 2022 Budget to Account for the Bond Issuance Revenue. Trustee Ransford so moved. Trustee
38 Ottsen seconded the motion.
39

40 **A roll call vote was taken as follows:**

41
42 **For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly**

43
44 **Opposed: None**
45

1 The roll call tally was six votes in favor, and none opposed. President Kaz declared that the items were
2 adopted.

3
4 **7. Adoption of an Ordinance Granting a Special Use for a Physical Fitness and Training Facility**
5 **at 624 Green Bay Road as Recommended by the Plan Commission**
6

7 President Kaz asked Heather McFarland, assistant to the Village Manager, to present the details of this
8 ordinance to the Board. She described the facility as run by the firm Home Ice Hockey, a retail provider of
9 hockey equipment, apparel and skate sharpening services based in Winnetka, IL. The proposed facility would
10 utilize “synthetic ice” tiles for its training services which may include one-on-one private training and group
11 classes of up to 15 players. The proposed hours of operation are from 6:00 a.m.- 9:00 p.m. Monday through
12 Friday, and 6:00 a.m. – 11:00 p.m. Saturday and Sunday.
13

14 Andrew Ratts of Homemaker, LLC (dba Home Ice Hockey) was introduced, and expanded on the vision for the
15 business. He introduced is son, the business manager. They discussed a desire to address the high demand
16 for time on ice rinks in the area due to the popularity of the sport of ice hockey among grammar, middle, and
17 high school students. By concentrating on skills that did not require ice or could be developed using synthetic
18 ice, the proposed facility could meet some of the high general demand existing.
19

20 Trustees discussed the value of the proposer’s business plan, the suitability of the existing property, the
21 make-up of the management and staff, and the likely target audience. There was a concentrated discussion
22 regarding class size, Green Bay Road traffic considerations, off-site and street parking considerations, and
23 traffic flow on and around the property during likely peak periods of use. This discussion included, along with
24 the Board, Police Chief Miller and local property owners. Sufficient concern regarding traffic flow and building
25 capacity limits developed to suggest a postponement of consideration would be advised. President Kaz asked
26 the Home Ice Hockey representatives to address some of these concerns so future consideration of this
27 ordinance can take place more effectively at a future meeting.
28

29 Trustee Winslow offered a motion to continue the item until the next regular meeting of the Village Board.
30 Trustee Kelly offered a second to the motion.

31 **A roll call vote was taken as follows:**

32
33 **For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly**

34
35 **Opposed: None**
36

37 The roll call tally was six votes in favor, and none opposed. President Kaz declared that the motion passed.
38
39
40

41 **Agenda Item VI. Report of Committees**

42 No report

43
44 **Agenda Item VII. Report from Staff**

45 **A. Community Development**

46 No report
47

1
2 **B. Finance**

3 Trustee Kelly discussed the committee’s work done on the Bond Ordinances passed earlier in the
4 meeting and informed the Board that the Village Compensation Study was continuing toward
5 completion.
6

7 **C. Police**

8 Chief Miller reminded the Board that his department is continuing to develop its 2022 goals and
9 would welcome any feedback from the Board in that regard. He also discussed his continued
10 examination of performance measures including crime prevention, training, traffic enforcement, and
11 community policing.
12

13 **D. Public Works**

14 No report
15

16 **E. Legal Counsel**

17 No report
18

19 **F. Village Manager**

20 **1. Update – Kenilworth 2023 Green Streets Project**

21 Manager Brennan informed the Board that bid documents for completion of the present phase of the
22 Kenilworth 2023 Green Streets Project will be going out soon and he anticipates active interest.
23

24 **2. Update – Public Act Temporarily Increasing Village Property Taxes**

25 Manager Brennan explained the process whereby a village in Illinois that may receive less property tax
26 revenue than anticipated due to successful property tax challenges made by residents. Under a new
27 public act, the Village will be refunded the lost amounts, unless the rebate is abated. The Trustees
28 discussed the merits of abating versus accepting the revenue and directed that the matter be
29 discussed with the other local taxing bodies to determine their preferred approach.
30

31 **Agenda Item VIII. Business from the Public**

32
33 President Kaz opened the floor for comments from the public. Mr. Jack Merriman asked about the status of
34 service contracts with the cellular telephone providers to the village. There was discussion among trustees,
35 Manager Brennan, and Mr. Merriman regarding the equipment installed on the Village Water Tank, the
36 removal of the temporary service tower on the corner of Roger Ave and Green Bay Road, and the plans to
37 landscape the temporary site once it is cleared of equipment.
38

39 Mr. Paul O’Connor asked for a clarification of the property tax system which automatically increases tax levies
40 on residents to overcome revenue lost by successful property tax challenges. He expressed his discomfort
41 with the Village accepting these automatic increases.
42

43 **Agenda Item IX. Closed Session**

44
45 Responding to President Kaz’s request, Trustee Shadek offered a motion to adjourn to closed session for the
46 purpose of discussing the retention, appointment, or employment of the public body’s legal counsel.
47 Trustee Kelly seconded the motion.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

A roll call vote was taken as follows:

For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

Opposed: None

The roll call tally was six votes in favor, and none opposed. President Kaz declared the motion passed. The Board went into closed session at 9:17 PM.

The meeting was reopened to the public at 9:54 p.m.

Agenda Item X. Adjourn

With no further business, President Kaz opened the floor for a motion to adjourn. Trustee Kelly offered, and Trustee Shadek seconded the motion to adjourn the meeting.

A roll call vote was taken as follows:

For: Shadek, Winslow, Ransford, Ottsen, Hannus, Kelly

Opposed: None

The roll call tally was six votes in favor, and none opposed. President Kaz declared the meeting adjourned at 9:55 p.m.

Respectfully Submitted,

Michael Gagnon
Village Clerk



Request for Board Action

Agenda Item: IV – Warrant List

Considered By:
Village Board

Date:
03/21/22

Staff Contact: Patrick Brennan, Administration
Nicole Kozlowski, Lauterbach & Amen

Subject: Approval of the Warrant List

Summary: Warrants are presented for consideration and approval in two different classifications. Class A warrants are those payments which are submitted to the Village Board for review and approval. For these warrants, no payment has been issued. Class B warrants are payments that have already been made and are submitted to the Village Board for ratification. Employee payroll is typically included in the Class B warrants total when presented, but not shown on check listing since payroll is paid from the payroll account.

Payments which are of particular note are highlighted on the warrant list.

Policy: Village financial activity is governed by a combination of the Village Code and financial policies of the Village.

Recommendation: The Village Manager submits the following for review and consideration:

- **Class A Warrant List (attached) totaling \$116,733.95** – 55 disbursements
- **Class B Warrant List (attached) and Payroll totaling \$215,118.64**
 - Class B Check Register = \$22,652.18 – 11 disbursements
 - Police Pensioner, February 24th \$65,833.90
 - Employee Payroll, February 24th \$63,111.10
 - Employee Payroll, March 10th \$63,471.46
 - Payroll expenses do not appear on the Class B Warrant List printout but are ratified with the Class B Warrants
- **Check Numbering:**
 - Last check number approved – GEN 38435 – February 22nd
 - Start/End Checks Class B - GEN 38436 – 38446
 - Starting Check Class A - GEN 38447 – March 22nd
 - Ending Check Class A - GEN 38501 - March 22nd
- **Voided Checks and Cause**
 - None

CHECK REGISTER FOR VILLAGE OF KENILWORTH
 CHECK DATE FROM 03/22/2022 - 03/22/2022
 CLASS A WARRANTS FOR MARCH 21, 2022
 TO BE APPROVED

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GENERAL OPERATING					
Check Type: Paper Check					
03/22/2022	GEN	38447	ADVANCED TREE CARE	TREE TRIMMING ON PARK BLVD'S	2,418.00
03/22/2022	GEN	38448	ANDRES MEDICAL BILLING LTD	COLLECTION FEES - FEBRUARY 2022	80.81
03/22/2022	GEN	38449	AT&T	ADMIN MOBILE PHONE 01/26/2022-02/25/2022 FIRSTNET AT&T LINE CHARGES-JAN 26-FEB 25	47.18 267.35
					<u>314.53</u>
03/22/2022	GEN	38450	BELL'S ULTIMATE TRUCK OUTFITTERS	BED LINER AND LIGHT INSTALL NEW TOOL CAT	880.00
03/22/2022	GEN	38451	BURRIS EQUIPMENT	REPLACEMENT PLASTIC ROOF TOP FOR VENTRAC	555.13
03/22/2022	GEN	38452	CHICAGO TRIBUNE	LEGAL NOTICES 02/01/22-02/28/22 LEGAL NOTICES 12/01/21-12/31/21	43.17 131.22
					<u>174.39</u>
03/22/2022	GEN	38453	CHRISTOPHER B BURKE ENGINEERING LTD	614 ESSEX - DRAINAGE & GRADING REVIEW RE 203 SHERIDAN RD - AS BUILT REVIEW AND FI 123 KENILWORTH AVE - 2 DRAINAGE & GRADIN 525 SHERIDAN - STEEP SLOPE FIELD CHANGE	152.00 175.00 230.00 2,272.00
					<u>2,829.00</u>
03/22/2022	GEN	38454	CINTAS CORPORATION	1ST WEEK OF MARCH UNIFORM RENTAL 2ND WEEK OF FEBRUARY UNIFORM RENTAL FOURTH WEEK OF FEBRUARY UNIFORM RENTAL SECOND WEEK OF MARCH UNIFORM RENTAL	49.02 49.02 49.02 49.02
					<u>196.08</u>
03/22/2022	GEN	38455	COMED	WATER TOWER ELECTRIC 2/1/22-3/2/22	56.56
03/22/2022	GEN	38456	CRYSTAL MANAGEMENT &	CLEANING SERVICES - MARCH 2022	1,105.00
03/22/2022	GEN	38457	ELROD FRIEDMAN, LLP	LEGAL SVC. - PLANNING - FEBRUARY LEGAL SERVICES - GENERAL - FEBRAURY	826.50 8,229.50
					<u>9,056.00</u>
03/22/2022	GEN	38458	ETECH LED	2021 INVOICE FOR STREET LIGHT BULBS	891.06
03/22/2022	GEN	38459	FEDEX	FEDEX DELIVERY - LEGAL DOCUMENTS	7.95
03/22/2022	GEN	38460	FOX VALLEY FIRE & SAFETY	BACKFLOW PREVENTER TEST AND INSPECTION P	410.90
03/22/2022	GEN	38461	GARVEY'S, INC.	PAPER & COMM DEV SUPPLIES MISC SUPPLIES-BLACK PENS	136.77 27.95
					<u>164.72</u>
03/22/2022	GEN	38462	GRAINGER	HEATER FOR CABINET	474.89
03/22/2022	GEN	38463	INTERDEV, LLC	IT SUPPORT - SENTINEL ONE - FEBRUARY MONTHLY IT SERVICES - FEBRUARY	132.75 3,790.81
					<u>3,923.56</u>
03/22/2022	GEN	38464	J.G. UNIFORMS INC	UNIFORMS-2 PANTS/1 PAIR BOOTS-CSO STARAL	269.00
03/22/2022	GEN	38465	KELLY ALI	ESCROW REFUND 330 ABBOTSFORD	1,179.00

CHECK REGISTER FOR VILLAGE OF KENILWORTH
 CHECK DATE FROM 03/22/2022 - 03/22/2022
 CLASS A WARRANTS FOR MARCH 21, 2022
 TO BE APPROVED

Check Date	Bank	Check	Vendor Name	Description	Amount
03/22/2022	GEN	38466	KRAM DIGITAL SOLUTIONS, INC	PRINT UTILITY BILL STOCK	443.48
				GREEN BAY ROAD SURVEY POSTCARD MAILING	558.71
					<u>1,002.19</u>
03/22/2022	GEN	38467	LAURA CARLSON	ESCROW REFUND 645 MELROSE	2,425.00
03/22/2022	GEN	38468	MADISON NATIONAL LIFE	LIFE INSURANCE - MARCH 2022	221.70
03/22/2022	GEN	38469	MCDERMOTT CONSTRUCTION	ESCROW REFUND 307 MELROSE	5,000.00
				ESCROW REFUND 307 MELROSE	2,500.00
					<u>7,500.00</u>
03/22/2022	GEN	38470	MEADE ELECTRIC COMPANY INC	traffic light maintenance	616.78
03/22/2022	GEN	38471	MECOR, INC.	STREET LIGHT BULBS	432.50
03/22/2022	GEN	38472	MENARDS-MORTON GROVE	PARTS USED TO REPAIR STREET LIGHTS	56.69
03/22/2022	GEN	38473	MICHAEL MILJAN	TRAINING REIMB.-RESPONSE TO SEXUAL ASSAU	42.24
03/22/2022	GEN	38474	MIDWEST ARBOR CORP	ESCROW REFUND 203 SHERIDAN RD	2,500.00
03/22/2022	GEN	38475	MILLEN ACE HARDWARE	SPARE KEY SET FOR TRAIN STATION AND PACK	39.06
				HANDLE FOR PULL ROPE CHAIN SAW	5.93
					<u>44.99</u>
03/22/2022	GEN	38476	MOLLY CLARK	ESCROW REFUND 615 RIDGE	2,500.00
03/22/2022	GEN	38477	MORTON SALT, INC.	BULK ROAD SALT PURCHASE	3,291.21
03/22/2022	GEN	38478	MOTOROLA	STARCOM RADIO SYSTEM AIR TIME-MARCH 2022	460.00
03/22/2022	GEN	38479	MPC COMMUNICATIONS	TRUNK ORGANIZER STORAGE BOX FOR SQUAD 61	239.85
03/22/2022	GEN	38480	NEMRT-NORTH EAST MULTI	TRAINING-CYBER BULLYING CLASS-FEB 17 & 1	80.00
03/22/2022	GEN	38481	NICOR	WATER PLANT GAS 01/24/22 - 02/21/22	1,173.39
03/22/2022	GEN	38482	NORTH SUBURBAN EMPLOYEE COOP	MEDICAL INSURANCE - FEBRUARY 2022	32,491.11
03/22/2022	GEN	38483	NORTH SUBURBAN EMPLOYEE COOP	DENTAL INSURANCE - FEBRUARY 2022	2,210.00
03/22/2022	GEN	38484	OMEGA-NORTHSHORE	MEDICAL EVAL - NEW EMPLOYEE - PW - LAURI	321.00
				CDL RANDOM DRUG SCREENING-2022	380.00
					<u>701.00</u>
03/22/2022	GEN	38485	OSAGE	160 SHERIDAN RD TREE PERMIT REVIEW	58.13
03/22/2022	GEN	38486	PACE ANALYTICAL SERVICES, LLC	QUARTERLY HAA AND TAA WATER ANALYSIS	132.50
				FEBRUARY WATER BAC T SAMPLE	37.50
					<u>170.00</u>
03/22/2022	GEN	38487	PARAGON MICRO, INC	SERVER-REPLACEMENT - 2 OF 2, FINAL	10,459.99
03/22/2022	GEN	38488	PATLIN, INC.	NUTS AND BOLTS ROLLING STOCK	173.64
03/22/2022	GEN	38489	PIONEER PRESS-CIRCULATION DEPT	SUBSCRIPTION-WILMETTE LIFE THRU 08/22	65.90
03/22/2022	GEN	38490	QUADIENT FINANCE USA, INC.	POSTAGE EQUIPMENT RENTAL-02/27/2022	315.49
03/22/2022	GEN	38491	SAFE BUILT	MONTHLY PLAN REVIEW - FEBRUARY 2022 CIVI	250.00
				MONTHLY BUILDING PLAN REVIEW - FEBRUARY	360.68
				MONTHLY INSPECTIONS - FEBRUARY 2022	1,502.52
					<u>2,113.20</u>
03/22/2022	GEN	38492	SHERRI ULLEG	TREE COMMUNICATIONS - FEBRUARY	767.50
03/22/2022	GEN	38493	SMART ROOFING	ESCROW REFUND 120 ABINGDON AVE.	2,500.00
03/22/2022	GEN	38494	SUPERIOR INDUSTRIAL SUPPLY CO.	W940 AND TOILET PAPER	157.06
03/22/2022	GEN	38495	TECHNOLOGY MANAGEMENT REV FUND	CRIMINAL JUSTICE CONNECTIVITY-JAN 2022	187.08
03/22/2022	GEN	38496	THOMSON REUTERS-WEST	INVESTIGATIVE TOOL-FEB 2022	190.96
03/22/2022	GEN	38497	VERIZON WIRELESS	CELL SERVICE METERS 02/04/22-03/03/22	70.39
03/22/2022	GEN	38498	VILLAGE OF WILMETTE	POTABLE WATER - FEBRUARY 2022	9,762.43
03/22/2022	GEN	38499	VJ AND JENNIFER SOLLECITY LIV TR	ESCROW REFUND 614 ESSEX RD.	2,350.00

03/17/2022 02:21 PM
User: brennan
DB: Kenilworth

CHECK REGISTER FOR VILLAGE OF KENILWORTH
CHECK DATE FROM 03/22/2022 - 03/22/2022
CLASS A WARRANTS FOR MARCH 21, 2022
TO BE APPROVED

Check Date	Bank	Check	Vendor Name	Description	Amount
03/22/2022	GEN	38500	WORLD CUP/COFFEE U.S.A. & VEND	COFFEE	53.95
03/22/2022	GEN	38501	ZAFIRO PAPASTRATAKOS // ZTP STUDIO	PT PERMIT POSITION - BUILDING DEPARTMENT	4,368.00
				Total Paper Check:	116,733.95

GEN TOTALS:

Total of 55 Checks:	116,733.95
Less 0 Void Checks:	0.00
Total of 55 Disbursements:	116,733.95

03/16/2022 01:24 PM
 User: brennan
 DB: Kenilworth

CHECK REGISTER FOR VILLAGE OF KENILWORTH
 CHECK DATE FROM 02/24/2022 - 03/20/2022
 CLASS B WARRANTS FOR MARCH 21, 2022
 TO BE RATIFIED

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GENERAL OPERATING					
Check Type: Paper Check					
03/09/2022	GEN	38436	CHRISTOPHER WILLIAMS	ESCROW REFUND 562 EARLSTON	2,500.00
03/09/2022	GEN	38437	COMED	MAHONEY PARK ELECTRIC 01/27/22-02/25/22 642 ABBOTSFORD ELECTRIC 1/27/22-2/25/22	19.87 51.39
					<u>71.26</u>
03/09/2022	GEN	38438	COMED	BOOSTER PUMP STATION 01/27/22-02/25/22	289.82
03/09/2022	GEN	38439	DELTA DENTAL OF ILLINOIS - VISION	VISION BENEFITS - MARCH 2022 VISION BENEFITS - MARCH 2022 HD	164.11 12.74
					<u>176.85</u>
03/09/2022	GEN	38440	FEECE OIL CO.	FUEL USAGE - FEBRUARY 2022	2,856.42
03/09/2022	GEN	38441	KATHERINE DAVIS	BRC ESCROW FEE REFUND 156 OXFORD	8,000.00
03/09/2022	GEN	38442	NICOR	PW BUILDING 01/23/22-02/21-22 BOOSTER PUMP STATION GAS 01/24/22-02/21/	317.54 156.15
					<u>473.69</u>
03/09/2022	GEN	38443	NICOR	WATER TOWER SERVICE LINE	575.46
03/09/2022	GEN	38444	PEERLESS NETWORK, INC.	TELEPHONE SERVICE 2/15/22-3/14/22	600.16
03/09/2022	GEN	38445	SWANNC	WASTE TIP FEE & TRUE-UP - APRIL 2022 2022 WASTE TIP FEE & TRUE-UP	4,524.59 2,389.18
					<u>6,913.77</u>
03/09/2022	GEN	38446	TIM ZORDAN	TRAVEL/MEAL REIMBURSEMENT-TRAINING CLASS TRAVEL/MEAL REIMBURSEMENT-TRAINING CLASS	50.32 144.43
					<u>194.75</u>
Total Paper Check:					<u><u>22,652.18</u></u>
GEN TOTALS:					
Total of 11 Checks:					22,652.18
Less 0 Void Checks:					0.00
Total of 11 Disbursements:					<u>22,652.18</u>



Request for Board Action

Agenda Item: 01

Staff Contact: Patrick Brennan, Administration

Subject: Authorization to Appoint Gregory Jones of Ancel Glink, P.C. as Village Attorney

Considered By:

- Village Board
- Interview Team
- Interview Team
- Interview Team

Date:

- 03/21/22
- 02/08-09/22
- 02/02/22
- 01/31/22

Summary: The Village released a request for qualifications pertaining to legal services. Several firms responded and a series of interviews were conducted by an ad-hoc interview team. The team recommends that the Village Board appoint Mr. Greg Jones of Ancel Glink as the Village Attorney.

Background of Matter: In December of 2021, the Village issued a request for qualifications from legal firms interested in providing the services of a Village Attorney. Ten firms responded with their qualifications as requested by the January 10th deadline.

To evaluate the qualifications of the proposers, President Kaz appointed an ad-hoc Interview Team. The team consisted of, President Kaz, Trustee Shadek, Trustee Kelly, and the Chair of the Zoning Board, Vicky Thompson. The Team interviewed four of the responding law firms in an effort to learn more about the proposed lead attorney, the law firm, and their proposed approach for the position.

Upon concluding all interviews, the Interview Team reached a unanimous consensus to recommend that the Village Board appoint Mr. Greg Jones of Ancel Glink, P.C. as the Village Attorney. The team cited the 20 years of municipal law service, prior experience as lead attorney for multiple communities, prior experience as a village planner, and Mr. Jones’ proposed approach to the role as the primary reasons for the recommendation. Additionally, Mr. Jones is employed by Ancel Glink, P.C.; a law firm with over 90 years of experience representing local government agencies in all areas of specialization. Lastly, the firm proposed that Julie Tappendorf would serve as the backup attorney in the event Mr. Jones was unavailable. Ms. Tappendorf’s well regarded service to local municipalities was further seen as an asset to the Ancel Glink proposal.

Policy: The Village Attorney is appointed by the Village Board of Trustees

Financial Impact: It is anticipated that the funds budgeted for FY22 will be adequate for legal fees in FY22. The 2022 billing rate was previously \$320/hour and will be \$240/hour with the new Village Attorney if approved by the Board.

Recommendation: The Interview Team recommends that that Village Board appoint Mr. Greg Jones of Ancel Glink, P.C. as Village Attorney. The Interview Team expressed that both Mr. Jones and the law firm of Ancel Glink, P.C. were well suited to meet the Village’s needs for Village Attorney both currently and well into the future.

Attachment: Engagement Letter



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Gregory W. Jones
gjones@ancelglink.com
(P) 312.604.9195
(F) 312.782.0943

March 7, 2022

Via: Email (pbrennan@vok.org)

Mr. Patrick Brennan
Village Manager
Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043

Re: Village Attorney Services for the Village of Kenilworth

Dear Patrick,

On behalf of Ancel Glink, P.C. (“**Ancel Glink**”), we are pleased to present this letter outlining the terms of our service as Village Attorney for the Village of Kenilworth (“**Village**”). To ensure that both of us have a clear understanding of our relationship, it is the firm’s policy to memorialize in writing the key terms of our engagement, as follows:

1. Client; Scope of Representation. Our client in this matter will be the Village. The scope of our engagement will be to provide general legal services to the Village. You may limit or expand the scope of our representation from time to time.

2. Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink’s part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information you have supplied to the firm, which is retained by us, will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you.

3. Key Personnel. Greg Jones is a partner with Ancel Glink and will serve as primary legal counsel to the Village. Greg will be the Village’s primary point of contact, will be responsible for overseeing all Village legal work, and will be available to attend Village Board meetings on the third Monday of the month and other meetings as directed by the Board or the Village Manager. Greg has worked for and with municipalities for nearly 20 years. Greg has served as the Village Attorney for the Village of Worth since 2013 and the Village of Millington since 2014. For the last seven years, Greg has served as the Village of Oswego’s economic development counsel, helping establish the Village’s first tax increment financing (“TIF”) district and successfully negotiating more than \$100 million in downtown redevelopment projects. Greg previously spent three years as the Village Attorney for the Village of Oak Brook,

and he regularly advises a variety of communities across the state on a wide range of legal matters, including Glenview, Glen Ellyn, Lake Forest, and South Elgin, to name only a few.

Before becoming an attorney, Greg was a local government official for nearly a decade, serving as a city planner, project manager, and zoning administrator for several communities in the Chicagoland area. This practical experience in local government informs Greg's approach to advising clients on legal issues. Greg has extensive experience with zoning, economic development, special service area taxation, business regulation, real estate, and many other practice areas noted in the RFQ.

Julie Tappendorf, an equity partner and member of Ancel Glink's management committee, will be available to assist the Village and serve as Greg's back-up on Village matters. Julie co-chairs Ancel Glink's land use practice group and regularly counsels local government clients on a variety of matters, including the Open Meetings Act, Freedom of Information Act, land use, social media, and general corporate matters. Julie currently serves as Village Attorney to the Villages of Glenview, Gilberts, and Lindenhurst and City Attorney to the Cities of Lake Forest and Park Ridge. She regularly advises other municipalities and units of government on a wide variety of legal issues.

Other attorneys will be available on an as-needed basis to assist Greg and Julie, particularly where their experience and expertise is best-suited for a particular legal matter.

4. Fees and Expenses. Our fees are determined based on time spent providing services to the Village by our professional staff at each person's applicable hourly billing rate. Our schedule of hourly billing rates is based upon years of experience, specialization, training and practice, and level of professional attainment. At the present time, the following hourly rates apply:

Partners:	\$245 / hour
Associates / of Counsel:	\$220 / hour
Paralegals:	\$130 / hour

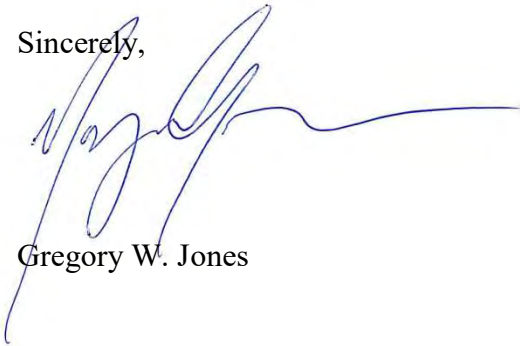
These billing rates will be applicable for 2022, after which our billing rates are subject to annual increases. Time is billed in minimum 0.10 hour increments. Any expenses, disbursements and other charges incurred on the Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. The Village will be responsible for the payment of all directly incurred costs, including the fees of any experts who may be hired to assist in this engagement. We will, of course, consult with you regarding the hiring of any experts. We may ask you either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

Thank you for the opportunity to serve the Village of Kenilworth. Please indicate your agreement with the above terms by signing on the line provided on the following page.

ANCEL GLINK

March 7, 2022
Page 3

Sincerely,



Gregory W. Jones

Sincerely,



Julie A. Tappendorf

ACCEPTED:

Village of Kenilworth,
an Illinois municipal corporation

Cecily Kaz, Village President

Date: _____

4886-2847-7960, v. 1



Request for Board Action

Agenda Item: 02

Considered By:
Village Board

Date:
03/21/22

Staff Contact: Donald Leicht, Public Works

Subject: Adoption of a Resolution Authorizing Execution of a Contract with Schroeder and Schroeder of Skokie, Illinois for the 2022 Brier Curb Replacement Project in the Estimated Amount of \$69,000

Summary: In developing the capital improvement plans for FY22, it was noted that the curbs in Brier Street had significantly deteriorated and were in need of replacement. Curb replacement work was bid through the Municipal Partnering Initiative (MPI), and Schroeder and Schroeder was the recommended low bidder. It is recommended that the Brier curb replacement project is awarded to Schroeder and Schroeder.

Background of Matter: In 2013, the Village contracted to install a new water main on the portion of Brier Street south of Roger Avenue. The work required the installation of water service laterals and a number of sections of curbing were impacted by the work. Since that time, a combination of ageing curb and the impacts of the prior project have resulted in approximately fifty percent of the curbs needing to be replaced.

The Public Works Superintendent examined the street to determine the extent of needed work and preferred approach. He determined that it would be more cost-effective in the long run to replace all curbs as opposed to only the half that were beyond repair. The full replacement method would obviate the need for future repairs in the next three to five years, and extend the life of the roadsurface. Approximately 2,120 feet of curbing would be replaced if the Village Board approves the work. A full road resurfacing would occur shortly after the curb replacement.

In addition to Brier Street, the curbs and road surface are in poor condition on Park Drive. Superintendent Leicht also determined that a full curb replacement would be the best approach for the majority of Park Drive. However, at this time it is only recommended that the section of the eastbound lanes between Ridge Road and Brier Street is re-curbed and resurfaced. This segment contains approximately 470 feet of curbing.

The Municipal Partnering Initiative conducted a formal bidding process for concrete work, which included pricing for curb removal and replacement. The bids are currently within an optional three-year extension period. The 2021 pricing was \$25.35/foot and the proposed 2022 pricing is \$26.64/foot (5.1% increase). The bidding process conducted through the MPI program is substantially compliant with the Village's purchasing manual.

Regarding the road resurfacing phase of the project, the Village is still exploring pricing. The Village contacted Peter Baker and Sons who conducted the 2021 Kenilworth Avenue resurfacing project to determine if they would hold the prior state-bid pricing. They proposed a higher unit price for 2022. Staff will compare the Peter Baker proposed price with the KW2023 bid unit price to determine if the updated pricing is in keeping with market prices. Staff will provide an

update regarding that process in the near future, but it is estimated to be approximately \$45,500.

If approved, it is anticipated that the project could commence in April, subject to contractor availability.

Policy: A formal bid process and Village Board approval are required for all contracts in excess of \$20,000. The bid process performed by Glenview met the requirements set forth in the Village's Purchasing Manual.

Financial Impact: The Village Manager proposes that American Rescue Plan Act funds are utilized to fund this capital project. Adequate funds were budgeted in the Capital Projects Fund (27) for the proposed work.

An estimated 2,590 feet of curbing are to be replaced at \$26.64. The recommended contract amount is in the estimated amount of \$69,000.

Recommendation: Staff recommends that the Village Board award the curb replacement contract to Schroeder and Schroeder in the amount not to exceed \$69,000.

Attachment:

- Resolution Awarding the Contract to Schroeder and Schroeder
- 2022 Curb Replacement Program Contract is available upon request

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2022-**

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH SCHROEDER &
SCHROEDER OF SKOKIE, ILLINOIS FOR THE 2022 CURB REPLACEMENT PROJECT IN
THE ESTIMATED AMOUNT OF \$69,000.**

WHEREAS, the Village of Kenilworth ("Village") is a non-home rule municipality located in Cook County, Illinois; and

WHEREAS, the Village is responsible for maintaining, repairing, and replacing curbs within the Village limits; and

WHEREAS, the Village has identified approximately 2,590 feet of curb in need of repair or replacement on Brier Street, south of Roger Avenue and on Park Drive between Ridge Road and Brier Street; and

WHEREAS, the Village desires to contract for the repair and replacement of concrete curbs; and

WHEREAS, the Village purchasing manual requires a formal bidding process and Village Board approval for projects over \$20,000; and

WHEREAS, the Village of Glenview solicited sealed bids for concrete services in 2019 through the Municipal Partnering Initiative on behalf of several villages, including the Village of Kenilworth; and

WHEREAS, the sealed bid process conducted by the Village of Glenview substantially meets the requirements of the Village Purchasing Manual; and

WHEREAS, Schroeder & Schroeder ("Schroeder") was the proposed low bidder identified and recommended through the bidding process; and

WHEREAS, as provided under the bid terms, Schroeder & Schroeder of Skokie, Illinois offered contract extension through 2022; and

WHEREAS, the partnering communities in the bid have expressed their intention of accepting contract extension through 2022; and

WHEREAS, Schroeder & Schroeder's past performance in the Village had met or exceeded expectations; and

WHEREAS, Village Staff have reviewed the bid and recommend that Schroeder & Schroeder is determined to be a responsible bidder; and

WHEREAS, the Village fiscal year 2022 budget includes the funding necessary for the proposed work; and

WHEREAS, The Village and Schroeder desire to enter into a contract for the 2022 Curb Replacement Program; and

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

Section 1. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Acceptance of Sealed Bids. The sealed bid process conducted by the Village of Glenview was in substantial compliance with the Village Purchasing Manual.

Section 3. Award of Contract. The contract for the 2022 Curb Replacement program is hereby awarded to Schroeder & Schroeder in a form substantially similar to that provided in Exhibit A.

Section 4. Execution of Contract. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, a contract with Schroeder & Schroeder for the 2022 Curb Replacement program. If an executed copy of the agreement is not signed by both parties within 60 days after the effective date of this Resolution, then the Village has the right but not the obligation to cancel the contract.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Village President

Attest:

Village Clerk

Exhibit A
Contract



Request for Board Action

Agenda Item: 03

Considered By:
Village Board

Date:
03/22/22

Staff Contact: Patrick Brennan, Administration

Subject: Adoption of an Ordinance Concerning a Disclosure Compliance Policy as Recommended by Bond Counsel

Summary: The Village's Bond Counsel recommends that the Village Board adopt a policy regarding the preparation of the Official Statement and ongoing financial disclosure filings for bonds. The effectuating ordinance is enclosed for consideration and meets the recommended requirements.

Background of Matter: On March 15th, the Village completed a multi-month process of a \$7.7 million bond sale. One of the key phases of the process involved the preparation of a Preliminary Official Statement and a Final Official Statement. The statements were prepared by a team that included the Village Manager, Disclosure Counsel, and the Village's Financial Advisor.

The Village's Official Statement is a document that is typically prepared in conjunction with a bond issuance process. The report presents key Village financial information for the past performance, current conditions, and future projections. The report differs from the annual budget and the Annual Financial Report as it is much more in depth. The Official Statement presents information related to the local and regional trends, influences, and the financial strengths and weaknesses of the Village. This information provides both rating agencies and potential bond holders insight into the Village's financial health and therefore it is vital that accurate information is provided.

The Preliminary Official Statement and Final Official Statement were prepared in February and released as part of the bond transaction. Disclosure Counsel (Chapman & Cuttler) noted that the Village was compliant, but had not adopted a formal policy for the preparation of the Official Statement and ongoing financial disclosures. Bond Counsel recommended that the Village adopt a policy to formalize its process for future bond issuances.

Attached for consideration is a Disclosure Compliance Policy. The policy establishes the process and requirements for both the official statements and ongoing financial disclosures. A number of the key provisions of the policy include:

- Designation of the Village Manager as Disclosure Officer, who is responsible for implementing the policy
- Establishes a working group to help prepare the preliminary and final official statement
- Vests responsibility for the preparation and dissemination of the annual financial report with the Disclosure Officer
- Requires that the Disclosure Officer monitors for and files notice of any material reportable financial events
- Requires that the Disclosure Officer makes any required filings associated with the policy

The proposed policy does not add any new requirements or steps to the process that the Village has been previously following.

Policy: No policy currently exists regarding the preparation of the Official Statement and disclosure filings.

Financial Impact: No financial impact is anticipated in association with adopting the policy as recommended.

Recommendation: Bond Counsel and the Village Manager recommend that the Village Board adopt the ordinance enacting the Disclosure Compliance Policy

Attachment: Ordinance adopting a Disclosure Compliance Policy

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A DISCLOSURE
COMPLIANCE POLICY**

WHEREAS, the President and Board of Trustees (the “*Board*”) of the Village of Kenilworth, Cook County, Illinois (the “*Village*”), has determined that it is necessary and in the best interest of the Village to ensure compliance with its responsibilities under federal securities laws, including its continuing disclosure undertakings (the “*Undertakings*”) under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “*Rule*”), and the statements of the Securities and Exchange Commission (the “*SEC*”) in enforcement actions; and

WHEREAS, it is necessary and in the best interest of the Village that the Village adopt appropriate policies and procedures (the “*Disclosure Policies and Procedures*”) and training to enable the Village to create accurate disclosures with respect to its (i) preliminary official statements, final official statements and any supplements or amendments thereto, disseminated by the Village pursuant to the issuance by the Village of any bonds, notes, certificates or other obligations, (ii) Financial Information, as required by and defined in the Undertakings to be filed with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“*EMMA*”) system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA:

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS, as follows:

Section 1. Recitals. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Adoption. The Board and the Village hereby adopt the Disclosure Policies and Procedures attached as *Exhibit A* hereto and made a part hereof and, in doing so, amend any similar disclosure policies and procedures heretofore adopted.

Section 3. Conditions. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. **Repealer.** All ordinance or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED this ____ day of March, 2022.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

Village President

ATTEST:

Village Clerk

EXHIBIT A

VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS (THE "VILLAGE") POLICIES AND PROCEDURES FOR PREPARING AND UPDATING DISCLOSURES

Pursuant to the Village's responsibilities under the securities laws, including its continuing disclosure undertakings (the "*Undertakings*") under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, and the Securities and Exchange Commission's statements in enforcement actions, it is necessary and in the best interest of the Village that the Village's (i) preliminary and final official statements or offering circulars and any supplements or amendments thereto (collectively, the "*Official Statements*"), disseminated by the Village in connection with any bonds, notes, certificates or other obligations, (ii) Annual Financial Information or Financial Information, as required by and defined in the Undertakings (the "*Annual Financial Information*") to be filed with the Municipal Securities Rulemaking Board's ("*MSRB*") Electronic Municipal Market Access ("*EMMA*") system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA (each, an "*EMMA Notice*") comply in all material respects with the federal securities laws. Further, it is necessary and in the best interest of the Village that the Village adopt policies and procedures to enable the Village to create accurate disclosures with respect to its (i) Official Statements, (ii) Annual Financial Information, and (iii) EMMA Notices. Official Statements, Annual Financial Information and EMMA Notices are collectively referred to herein as the "*Disclosures*."

In response to these interests, the Village hereby adopts the following policies and procedures (the "*Disclosure Policy*"):

(a) *Disclosure Officer*. The Village Manager (the "*Disclosure Officer*") is hereby designated as the officer responsible for the procedures related to Disclosures as hereinafter set forth (collectively, the "*Disclosure Procedures*").

(b) *Disclosure Procedures: Official Statements.* Whenever an Official Statement will be disseminated in connection with the issuance of obligations by the Village, the Disclosure Officer will oversee the process of preparing the Official Statement pursuant to the following procedures:

1. The Village shall select (a) the working group for the transaction, which group may include outside professionals such as disclosure counsel, a municipal advisor and an underwriter (the “*Working Group*”) and (b) the member of the Working Group responsible for preparing the first draft of the Official Statement.

2. The Disclosure Officer shall review and make comments on the first draft of the Official Statement. Such review shall be done in order to determine that the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading. Particular attention shall be paid to the accuracy of all descriptions, significant information and financial data regarding the Village. Examples include confirming that information relating to the Village, including but not limited to demographic changes, the addition or loss of major employers, the addition or loss of major taxpayers or any other material information within the knowledge of the Disclosure Officer, is included and properly disclosed. The Disclosure Officer shall also be responsible for ensuring that the financial data presented with regard to the Village is accurate and corresponds with the financial information in the Village’s possession, including but not limited to information regarding bonded indebtedness, notes, certificates, outstanding leases, tax rates or any other financial information of the Village presented in the Official Statement.

3. After completion of the review set forth in 2. above, the Disclosure Officer shall (a) discuss the first draft of the Official Statement with the members of the Working Group and such staff and officials of the Village as the Disclosure Officer deems necessary and appropriate and (b) provide comments, as appropriate, to the members of the Working Group. The Disclosure Officer shall also consider comments from members of the Working Group and whether any additional changes to the Official Statement are necessary or desirable to make the document compliant with the requirements set forth in 2. above.

4. The Disclosure Officer shall continue to review subsequent drafts of the Official Statement in the manner set forth in 2. and 3. above.

5. If, in the Disclosure Officer’s reasonable judgment, the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading, the Official Statement may, in the reasonable discretion of the Disclosure Officer, be released for dissemination to the public; *provided, however,* that the use of the Official Statement must be ratified,

approved and authorized by the President and Board of Trustees of the Village (the “Board”).

(c) *Disclosure Procedures: Annual Financial Information.* The Disclosure Officer will oversee the process of preparing the Annual Financial Information pursuant to these procedures:

1. By June 1 of each year (the same being at least 30 days prior to the last date on which the Annual Financial Information is required to be disseminated pursuant to the related Undertaking, the Disclosure Officer shall begin to prepare (or hire an agent to prepare) the Annual Financial Information). The Disclosure Officer shall also review the audited or unaudited financial statements, as applicable, to be filed as part of the Annual Financial Information (the “*Financial Statements*”). In addition to the required updating of the Annual Financial Information, the Disclosure Officer should consider whether additional information needs to be added to the Annual Financial Information in order to make the Annual Financial Information, including the Financial Statements, taken as a whole, correct and complete in all material respects. For example, if disclosure of events that occurred subsequent to the date of the Financial Statements would be necessary in order to clarify, enhance or correct information presented in the Financial Statements, in order to make the Annual Financial Information, taken as a whole, correct and complete in all material respects, disclosure of such subsequent events should be made.

2. If, in the Disclosure Officer’s reasonable judgment, the Annual Financial Information, including the Financial Statements, is correct and complete in all material respects, the Disclosure Officer shall file the Annual Financial Information with EMMA (or confirm that such filing is completed by any agent hired by the Village for such purpose) within the timeframe allowed for such filing.

(d) *Disclosure Procedures: Reportable Events.* The Disclosure Officer will prepare (or hire an agent to prepare) Reportable Event Disclosure and file the same with EMMA (or confirm that such filing is completed by an agent hired by the Village for such purpose) in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event). Incurrence of a Financial Obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders, if material, is a Reportable Event. Upon the incurrence of any Financial Obligation, as such term is defined in the Undertaking, the Disclosure Officer shall review such Financial Obligation and assess whether such Financial Obligation is material. If, in connection with such Financial Obligation, the Village has agreed to any covenant, event of default, remedy, priority right or other similar term which affects security holders, the Disclosure Officer shall further review such term and assess whether the same is material. The Disclosure Officer shall prepare a summary of such review. If, in the Disclosure Officer’s reasonable judgment, following consultation with financial or legal professionals as necessary, such Financial Obligation and/or term of such Financial Obligation is deemed

material, the Disclosure Officer shall file a summary of such Financial Obligation (or the entire financing document, provided that confidential or sensitive information may be redacted to the extent such redaction does not prevent all material terms from being disclosed) with EMMA not in excess of ten business days after the incurrence of such Financial Obligation.

(e) *Disclosure Procedures: EMMA Notices.* Whenever the Village determines to file an EMMA Notice, or whenever the Village decides to make a voluntary filing to EMMA, the Disclosure Officer will oversee the process of preparing the EMMA Notice pursuant to these procedures:

1. The Disclosure Officer shall prepare (or hire an agent to prepare) the EMMA Notice. The EMMA Notice shall be prepared in the form required by the MSRB.

2. In the case of a disclosure required by an Undertaking, the Disclosure Officer shall determine whether any changes to the EMMA Notice are necessary to make the document compliant with the Undertaking.

3. If, in the Disclosure Officer's reasonable judgment, the EMMA Notice is correct and complete and, in the case of a disclosure required by an Undertaking, complies with the Undertaking, the Disclosure Officer shall file the EMMA Notice with EMMA (or confirm that such filing is completed by any agent hired by the Village for such purpose) within the timeframe allowed for such filing.

(f) *Additional Responsibilities of the Disclosure Officer.* The Disclosure Officer, in addition to the specific responsibilities outlined above, shall have general oversight of the entire disclosure process, which shall include:

1. Maintaining appropriate records of compliance with this Disclosure Policy (including proofs of EMMA filings) and decisions made with respect to issues that have been raised;

2. Evaluating the effectiveness of the procedures contained in this Disclosure Policy; and

3. Making recommendations to the Board as to whether revisions or modifications to this Disclosure Policy are appropriate.

(g) *General Principles.*

1. All participants in the disclosure process should be encouraged to raise potential disclosure items at all times in the process.

2. The process of revising and updating the Disclosures should not be viewed as a mechanical insertion of current numbers. While it is not anticipated that there will be major changes in the form and content of the Disclosures at the time of each update, the Disclosure Officer should consider whether such changes are necessary or desirable in order to make sure the Disclosure does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading at the time of each update.

3. Whenever the Village releases information, whether in written or spoken form, that may reasonably be expected to reach investors, it is said to be “speaking to the market.” When speaking to the market, Village officials must be sure that the released information does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading.

4. While care should be taken not to shortcut or eliminate any steps outlined in this Disclosure Policy on an ad hoc basis, the review and maintenance of the Disclosures is a fluid process and recommendations for improvement of these Disclosure Procedures should be solicited and regularly considered.

5. The Disclosure Officer is authorized to request and pay for attendance at relevant conferences or presentations or annual training sessions conducted by outside counsel, consultants or experts in order to ensure a sufficient level of knowledge for the effective administration of this Disclosure Policy.

Adopted by the Village Board on _____.



Request for Board Action

Agenda Item: 04

Considered By:
Village Board

Date:
03/21/22

Staff Contact: Patrick Brennan, Administration

Subject: Adoption of a Resolution Authorizing Execution of a Lease Agreement with Verizon Wireless for Cellular Equipment at the Water Tank

Summary: Verizon Wireless has sought to site an antenna facility in Kenilworth for a number of years to improve signal coverage. Verizon and staff have reached preliminary agreement on lease terms and the Village Board is requested to approve the lease. Once approved, Verizon will order the necessary equipment to commence operation at the water tank.

Background of Matter: In 1999, the Village entered into lease agreements with three wireless carriers to allow the installation of cellular antennas and equipment at the water tank located at 560 Exmoor Road. The initial term of the lease was for 10 years and three automatic five-year renewals were built into the agreement. At the end of the automatic renewals, the lease entered 5-year renewals until terminated by either party with 180 days advanced notice.

In 2018, the Village initiated plans for the recoating (painting) of the water tank. The work required the removal of all cellular equipment which was upon and within the water tank. Unfortunately, the 1999 lease did not include provisions to mandate the removal of the cellular equipment at the carrier's expense. Additionally, the provisions of the 1999 lease were no longer the standard for lease agreements of this nature. Therefore, the Village served notice of termination of the lease agreement with a termination date in March of 2019. Since that time, Sprint and T-Mobile, both having antennas on the water tank, merged operations. The decommissioning of the Sprint equipment provided an opportunity for Verizon Wireless to lease the former Sprint location.

The proposed terms of a new lease agreement have been reached after extended negotiations. The Village Attorney (Elrod Friedman) was involved in the negotiations and has reviewed the proposed lease agreement as included with this Request for Board Action. The proposed key terms include:

Lease Term:	Initial 10-year term
Lease Extension:	Two automatic 5-year renewals, plus the option for three additional 5-year renewals
Monthly Lease:	\$4,800 with 3% automatic annual increase
Shared Generator:	Contribution of 1/3 of the expense for the Village's standby generator
Generator Maint:	\$100/month for generator upkeep and expenses
Lease Area:	Established footprint within the base of the water tank

In addition to the key terms listed above, the new agreement has been updated to a template as created and approved by the Village Attorney. Further, the proposed agreement provides a

provision whereby Verizon must remove their equipment at their cost with proper notice as necessary for Village maintenance of the water tank.

Several questions have been raised concerning the key lease terms both during the February meeting and the time since. Several of the questions and answers are provided below:

- Absence of ability for Village to terminate until the end of the first term plus two renewal terms (20 years). This provision was one of the key items negotiated in an effort to provide an earlier termination option for the Village. The carriers explained their large investment in the equipment for operations, the increasing reliance of customers on wireless phone and data access, the provisions consistency with similar lease agreements, and difficulty in identifying alternate antenna locations as reasons supporting their position. It was also noted that the prior lease agreement did not open a without-cause termination option for the Village until the end of 20 years. In considering the potential triggers that may result in the Village seeking to terminate the lease early, the Village Manager felt that the cause-related options included in the lease provided the Village sufficient options in Article 19 (Assignment) and Article 20 (Default) to address foreseeable reasons to terminate due to cause.
- Approval of lease improvements. – For the wireless carrier to install any equipment within or upon the water tank, a thorough review of detailed construction plans is required. The plans will be included as exhibits to the proposed agreement once the final approved version is available. The engineering review includes a structural review to ensure that the any changes in equipment proposed by the tenant do not impact the integrity of the water tank. Further Article 14 addresses future improvements that may increase the weight or size of equipment which triggers a lease amendment. A permit is not required if the proposed equipment is of a smaller size and of the same or lesser weight.
- A requirement that the carrier complies will all applicable laws and regulations. The lease of the property by the Village does not relieve the tenant of their requirements to comply with all applicable laws. Further, the Village is not the regulating agency for wireless telecommunications services. Therefore, the language was not felt to be additive to the Village's strength with lease. If the Board determines that such language is required, lease negotiations will be reopened with each of the tenants.

Representatives from Verizon Wireless have reviewed the enclosed draft lease agreement and agreed to the terms as presented. The Village Manager and Village Attorney, Brooke Lenneman, have also reviewed the agreement. It is recommended that that the Village Board adopt the resolution authorizing execution of the agreement.

Verizon has indicated that, once the agreement has been adopted, they will order the new equipment to be placed on and within the water tank. Their work has no bearing on the temporary antenna site at Roger Avenue and Green Bay Road.

The Village continues to negotiate the terms of a lease agreement with T-Mobile for the water tank. It is anticipated that that agreement, mirroring the key terms listed herein, will be presented for approval by the Village Board on April 18th. T-Mobile and AT&T are the only carriers with equipment on the temporary tower and T-Mobile has expressed a willingness to install new equipment in the water tank and abandon the temporary monopole once it appears that the key lease terms are acceptable.

Policy: The lease of Village property requires the approval of the Village Board.

Financial Impact: The monthly fee for the antenna lease has been included in the FY22 budget. The later than expected lease commencement for Verizon will have a \$4,800/month revenue shortfall for each month after March. The generator maintenance revenue and expenses were not budgeted and will be part of a future budget amendment. The generator expenses are sufficient to cover operating expenses.

Recommendation: The Village Manager recommends that the Village Board adopt the Resolution as presented.

Attachment: Resolution and Lease Agreement

**VILLAGE OF KENILWORTH
RESOLUTION NO. 2022 -XX**

**A RESOLUTION APPROVING AN AMENDED AND RESTATED LEASE
AGREEMENT WITH CHICAGO SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
(560 EXMOOR ROAD)**

WHEREAS, the Village owns the parcel of real property commonly known as 560 Exmoor Road in the Village (“*Premises*”) that is improved with a water tower owned and operated by the Village (“*Water Tower*”); and

WHEREAS, the Village and Chicago SMSA Limited Partnership D/B/A Verizon Wireless (“*Verizon*”) have negotiated a lease (“*Lease Agreement*”) to allow Verizon to install and maintain of personal wireless services antennae and associated equipment on the Water Tower and within the base of the Water Tower (“*Equipment*”) and use a Village-owned generator located on the Premises; and

WHEREAS, the Lease Agreement is for an initial term of 10 years and contemplates five additional five-year renewal periods; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Lease Agreement with Verizon will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2. Approval of Lease Agreement. The Lease Agreement between the Village and Verizon is hereby approved in substantially the form attached hereto as *Exhibit A*.

Section 3. Execution of Agreement. The Village President is hereby authorized and directed to execute and deliver, and the Deputy Village Clerk is hereby authorized to attest and seal, the Agreement upon receipt of no less than two copies the Agreement executed by Verizon.

Section 4 Effective Date. This Resolution will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

APPROVED this ___ day of _____, 2022.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

Village President

ATTEST:

Village Clerk

EXHIBIT A
LEASE AGREEMENT

AMENDED AND RESTATED LEASE AGREEMENT

between

**VILLAGE OF KENILWORTH
as Landlord**

and

**CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS
as Tenant**

Dated as of _____, 2022

TABLE OF CONTENTS

	Page
Article 1 - PARTIES	1
Article 2 – BASIC LEASE TERMS AND DEFINITIONS.....	1
Article 3 - DEMISE	5
Article 4 - TERM.....	5
Article 5 - RENT AND SHARED GENERATOR FEE.....	5
Article 6 - MAINTENANCE CONTRIBUTION AND REBATE.....	5
Article 7 - TAXES	5
Article 8 - USE	6
Article 9 - QUIET ENJOYMENT; CO-TENANTS	6
Article 10 - UTILITIES	7
Article 11 - ACCESS	8
Article 12 - PROPERTY IN OR UPON LEASED PROPERTY	8
Article 13 - MAINTENANCE	9
Article 14 - IMPROVEMENTS	9
Article 15 - INDEMNIFICATION; HOLD HARMLESS; ASSUMPTION OF RISK.....	10
Article 16 - INSURANCE	10
Article 17 - EMINENT DOMAIN.....	11
Article 18 - ENVIRONMENTAL COMPLIANCE	11
Article 19 - ASSIGNMENT AND SUBLETTING.....	12
Article 20 - DEFAULT.....	12
Article 21 - FORCE MAJEURE	14
Article 22 - EVIDENCE OF LEASE	14
Article 23 - ESTOPPEL CERTIFICATE.....	14
Article 24 - SUBORDINATION	14
Article 25 - SURRENDER OF LEASED PROPERTY	15

Article 26 - HOLD OVER.....15

Article 27 - RENEWAL TERM(S).....15

Article 28 - BROKER'S COMMISSION15

Article 29 – SALE OF PROPERTY.....16

Article 30 – RENTAL STREAM OFFER16

Article 31 - GENERAL.....16

Article 32 – CASUALTY19

Article 33 – EARLY TERMINATION.....19

EXHIBITS

- Exhibit A Plans Depicting Antenna Facilities and Tower Space
- Exhibit B Plans Depicting Tenant's Tower Base Space
- Exhibit C Legal Description of the Premises
- Exhibit D Form of Evidence of Lease
- Exhibit E Rent Schedule

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the **Lease**) is made as of the ____ day of _____, 2022, by and between the parties named in Article 1, which parties, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

ARTICLE 1 - PARTIES

1.1 Landlord: **VILLAGE OF KENILWORTH**, an Illinois municipal corporation (**Landlord** or **Village**), whose notice and rental payment address is:

Village of Kenilworth
419 Richmond Road
Kenilworth, IL 60043

1.2 Tenant: **CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS** an Illinois limited liability company (**Tenant**) (collectively, the Village and Tenant are the **Parties** and, individually, are a **Party**), whose notice address is:

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

ARTICLE 2- BASIC LEASE TERMS AND DEFINITIONS

In addition to other terms that are defined elsewhere in this Lease, the following terms, whenever set forth in initial capitals in this Lease, shall have the meanings set forth in this Article, except as otherwise expressly provided in this Lease:

Antenna Facilities The wireless services antenna facilities and related equipment, improvements and facilities to be installed on the Premises, depicted as devoted to Tenant's use on Exhibit A.

Commencement Date The Commencement Date shall be first day of month in which Tenant begins construction but no later than August 11, 2022.

Co-Tenant Any Entity other than Tenant leasing a portion of the Premises for the Intended Use or any similar purpose.

Delivery Date The Delivery Date shall be the date upon which Tenant obtains the last of the Governmental Approvals and the Other Approvals.

Effective Date The latter of the signature dates below.

Entity Any individual, corporation, company, firm, partnership, association, trustee or Governmental Agency.

Tenant's Tower Base Space The space located inside the base of the Tower in which Tenant may place equipment, as depicted on Exhibit B.

Tower Base Common Areas All portions of the Tower Base except (i) those portions leased to either a Tenant or some third party and (ii) those portions occupied by Landlord.

Environmental Law

- (a) Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any Governmental Agency, existing as of the Lease Execution Date and as amended thereafter, relating to:
 - (i) the protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or
 - (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.

- (b) Environmental Law also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance and the following statutes and implementing regulations:
 - (i) the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
 - (ii) the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
 - (iii) the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);
 - (iv) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);
 - (v) the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and
 - (vi) the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

Floor Area The area determined by calculations based on the measurements of the perimeter dimensions.

Governmental Agency Any federal, state or local government, subdivision, district, agency, department, court, tribunal, officer, board, commission or other instrumentality.

Governmental Approvals All permits, licenses, easements, zoning relief, subdivision relief, orders, certificates or other authorizations issued by any applicable Governmental Agency, required by Tenant to allow for the use and occupancy of the Premises and the Tenant's Tower Base Space for the Intended Use and the provision of all utilities necessary for the Intended Use.

Hazardous Substance Any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law.

Initial Term A period of ten years beginning on the Commencement Date.

Intended Use The transmission and reception of communications signals and the construction, installation, repair, replacement, operation and maintenance of the Antenna Facilities and utility services related thereto, including, without limitation, antenna equipment, cable, wiring, conduits, and related fixtures, and the connection of the Antenna Facilities to, and utilization by Tenant of, the Shared Generator, all subject to the terms of this Lease.

Lease Execution Date The date set forth in the first paragraph of Page 1 of this Lease, irrespective of the date on which either party in fact caused this Lease to be executed.

Lease Year The first Lease Year shall be for a period of twelve consecutive calendar months beginning on the Commencement Date, except that if the Commencement Date shall be other than the first day of a calendar month, the first Lease Year shall be the period beginning on the Commencement Date and ending on the last day of the calendar month in which it shall occur, plus the following twelve calendar months. Each Lease Year after the first Lease Year shall be a successive period of twelve calendar months.

Leased Property Tenant's Tower Space, together with Tenant's Tower Base Tenant Space.

Shared Generator Contribution A lump sum equal to the total cost to the Landlord to purchase and install the Shared Generator (**Shared Generator Cost**) divided by the number of tenants leasing space on the Tower at the time the Shared Generator is installed. Tenant will pay its Shared Generator Contribution on or before the Commencement Date.

Other Approvals All permits, licenses, easements, zoning relief, subdivision relief, orders and certificates or other authorizations issued by any applicable Entity other than a Governmental Agency required by Tenant to allow for the use and occupancy of

the Leased Property for the Intended Use and the provision of all utilities necessary for the Intended Use.

Premises That certain real property located at 560 Exmoor Road in Kenilworth, Illinois and legally described in Exhibit C.

Renewal Term(s) Five (5) period(s) of five (5) Lease Years each.

Rent

- (a) Rent: For the first Lease Year of the Initial Term, the Rent will be \$57,600.00, payable monthly in 12 equal installments of \$4,800.00 in advance as set forth in Exhibit E in accordance with Section 5.3 of this Lease.
- (b) The Rent will increase each Lease Year of the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date by three percent (3%) over the Rent paid during the previous Lease Year as set forth in Exhibit E.

Shared Generator The natural gas-powered, 80kW stand-by generator with automatic transfer switch and related appurtenances necessary to provide electrical service during primary power loss that will be installed on the Premises by Landlord and made available for use by Tenant and Co-Tenants. The installation of the Shared Generator will include a three-inch conduit with pull rope to facilitate the installation of electric cable between the automatic transfer switch and the Tower by the Tenant and Co-Tenants.

Shared Generator Use Fee The Shared Generator Use Fee for the Initial Term is \$1,200 per Lease Year, which must be paid in 12 equal installments of \$100 in advance. The Tenant shall commence payment of the Shared Generator Use Fee upon at least 15 days' written notice from Landlord. The Landlord may recalculate, and if necessary to cover the anticipated maintenance and fuel costs for the Shared Generator, increase the Shared Generator Use Fee for any Renewal Term. Landlord will notify Tenant of the adjusted Shared Generator Use Fee at least 30 days prior to the start of the applicable Renewal Term.

Tax Year The year in which Taxes are due and payable to the applicable Governmental Agency.

Taxes Ad valorem real property taxes and assessments (whether general or special) that are lawfully levied or assessed by any Governmental Agency and that become a lien on, or are levied against, the tax parcel of which the Leased Property is a part.

Tenant's Proportionate Share The product of a particular cost or charge multiplied by a fraction whose numerator is the number one (1) and whose denominator is the number of Entities leasing space on the Premises as of the date such cost or charge was incurred.

Tenant's Tower Space Those certain areas of the Tower, as depicted in Exhibit A.

Term The Initial Term and any Renewal Term exercised pursuant to the provisions of this Lease, as the context shall require.

Tower The water tower owned by Landlord and located on the Premises.

ARTICLE 3 - DEMISE

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Property for the Intended Use and such related uses of the Premises as may be described in this Lease.

ARTICLE 4 - TERM

Tenant shall have and hold the Leased Property, and such related uses of the Premises as may be described in this Lease, for the Term, unless sooner terminated as hereinafter provided.

ARTICLE 5 - RENT AND SHARED GENERATOR FEE

5.1 Tenant shall pay monthly installments of the Rent and the Shared Generator Use Fee to Landlord as set forth in Exhibit E.

5.2 Tenant shall pay all Rent and Shared Generator Use Fees to Landlord at the address set forth in Article 1 of this Lease on or before the fifth (5th) calendar day of each month of the Term.

5.3 Except for the first monthly installment of the First Lease Year Rent, which shall be due and payable within sixty (60) days of the Commencement Date, Tenant shall pay to Landlord a late payment charge equal to five percent (5%) of the total amount due for any Rent not paid within fifteen (15) days after the date on which such Rent is due, subject to any applicable notice, cure and grace period.

ARTICLE 6 - MAINTENANCE CONTRIBUTION AND REBATE

6.1 Tenant shall pay the Shared Generator Contribution to Landlord as set forth in Article 1 of this Lease.

6.2 Tenant and Landlord each acknowledge that the Premises can currently support only three tenants. If a fourth tenant is able to locate, and does in fact install antenna facilities, on the Tower, the Shared Use Generator Fee will be recalculated by dividing the Shared Generator Cost by four and Landlord will rebate the existing three tenants a prorated refund paid out of the new tenant's Shared Generator Contribution.

ARTICLE 7 - TAXES

7.1 Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to the leasehold improvements on the Leased Premises if and as set forth in this Article 7. Tenant's responsibility for taxes under this Article 7 shall be limited to its proportionate share of the taxes attributable to the leasehold improvements. Tenant shall reimburse the Landlord for its proportionate share of the taxes within 30 days after notice from the Village. Nothing herein shall require Tenant to pay

any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

7.2 In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Leased Premises, Landlord shall provide Tenant with copies of each such notice upon receipt. For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant, with respect to the valuation of the Leased Premises. The expense of any proceedings described in this Section 7.2 shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid or borne by Tenant.

7.3 Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 7.3 due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant.

7.4 At the request of either party, the other party shall provide evidence of payment of any Taxes or personal property taxes.

ARTICLE 8 - USE

8.1 Prior to commencing the Intended Use, Tenant shall, at its sole cost and expense, obtain any and all Governmental Approvals and Other Approvals that may be required in connection with the use of the Leased Property for the Intended Use.

8.2 Tenant shall have the right during the Term to use the Leased Property and the Shared Generator for the Intended Use; provided, however, that Tenant shall not use the Leased Property or Shared Generator in any manner that interferes with or disturbs the use of the Premises (i) by Landlord for any lawful purpose or (ii) by a preexisting Co-Tenant for any lawful use authorized under Landlord's lease with such preexisting Co-Tenant.

ARTICLE 9 - QUIET ENJOYMENT; CO-TENANTS

9.1 Tenant recognizes that Landlord has the right to, and may from time to time, lease a portion of the Premises to Co-Tenants.

9.2 Tenant recognizes, acknowledges and agrees that the primary purpose of Landlord's ownership and use of the Tower and the Premises is for the public purposes of providing a reliable and continuous source of potable water within and without Landlord's corporate limits, and providing public safety communications in connection with the provision of public safety services by Landlord and other Governmental Agencies. Tenant understands and agrees that its Intended Use of the Leased Property and the Premises may, from time to time, be disrupted and disturbed due to Landlord's obligation to provide potable water and such other services, including emergency situations as determined by Landlord, and Tenant agrees to cooperate in a commercially reasonable manner with Landlord to ensure it does not interfere with Landlord's provision of such services.

9.3 Subject to the other terms and provisions of this Article, Landlord covenants and agrees that upon (i) payment by Tenant of Rent as set forth in Article 5 of this Lease and (ii) performance by Tenant of all terms, covenants and conditions of this Lease applicable to Tenant, Tenant shall peaceably and quietly hold and enjoy the Leased Property and the rights and privileges granted for the Term demised without hindrance or interference by Landlord, and Landlord shall perform all of its obligations under this Lease.

9.4 Landlord shall not permit a Co-Tenant to lease any portion of the Premises after the Commencement Date if Landlord or Tenant knows that the Co-Tenant's proposed use will interfere with Tenant's Intended Use. In the event that (i) Tenant's use of the Leased Property for the Intended Use is interfered with or disturbed by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant, or (ii) any property of Tenant's located on the Premises is damaged by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant, Tenant shall have the right to make any claim for such interference, disturbance or damage directly against such Co-Tenant and neither shall make any claim therefor against Landlord. Tenant shall provide a copy of any notice by Tenant to a Co-Tenant of such claim.

9.5 Tenant warrants and represents that the Antenna Facilities and the installation, operation and maintenance of the Antenna Facilities shall not interfere with the currently existing electronic equipment of any of Landlord's licensees or tenants located on the Premises, or of nearby property owners. Tenant shall eliminate any such interference within forty-eight (48) hours. If Tenant is unable to eliminate the interference within a reasonable amount of time, Tenant shall have the option to terminate this Lease. Landlord shall include comparable restrictions against interference by Co-Tenants with Tenant's Antenna Facilities in all agreements with other Co-Tenants and in the event of any interference with Tenant's Antenna Facilities, Landlord hereby assigns to Tenant the right to enforce such contractual restrictions against the interfering Co-Tenant, or in the alternative Tenant shall have the right to terminate this Lease. Upon such termination, Tenant will take such actions as required by this Lease at its termination.

9.6 Tenant acknowledges its right to enforce the provisions of this Article against a Co-Tenant and that Co-Tenant has the right to enforce the provisions of this Article against Tenant.

9.7 Throughout the Term of this Lease, within any lease, license or other written instrument with each Co-Tenant of the Leased Premises, Landlord shall include provisions substantially similar to those set forth in this Article 9.

ARTICLE 10 - UTILITIES

10.1 From the Commencement Date and continuing throughout the Term:

- (a) Tenant shall be responsible for obtaining any utility services for the Leased Property that it desires.
- (b) Tenant's use and consumption of any utility services upon the Premises shall be separately metered, at Tenant's cost and expense, from that of Landlord and all Co-Tenants and other occupants of the Premises.
- (c) Tenant shall be responsible for, and shall timely pay, all charges for utility services used or consumed by Tenant on the Premises.
- (d) Landlord shall reasonably cooperate with the Tenant in obtaining any utility

services for the Leased Property desired by Tenant, including signing any easement or other instrument reasonably required by the utility company; provided, however, Tenant acknowledges and agrees that such easement or other instrument may require, at the sole determination of the Landlord, approval by the Kenilworth Village Board, which approval Landlord cannot guarantee.

ARTICLE 11 - ACCESS

11.1 Tenant and its authorized representatives shall have the right to enter the Premises for the purpose of gaining access to the Leased Property (i) between the hours 8:30 a.m. and 5:00 p.m. by obtaining a key at Landlord's Village Hall, at the address set forth in Section 1.1 of this Lease; and (ii) between the hours of 5:00 p.m. and 8:30 a.m. by calling 847-251-2141. Landlord and its agents shall have the right to enter the Premises and the Leased Property: (i) for the purpose of examining and inspecting the Leased Property upon 24 hours' notice to Tenant; provided, however, that notice to Tenant shall not be required in the event of a bona fide emergency threatening life or injury to property or the municipal water supply; and (ii) for operating, maintaining, testing, repairing, and replacing the Tower, the Shared Generator, and the Premises or other equipment or facilities owned or operated by Landlord at any time without notice to Tenant. In connection with Landlord's access to the Premises and Leased Property, Landlord may not alter, modify, make hard connections to, power down, or otherwise adversely affect the operation of the Tenant's Antenna Facilities without Tenant's consent except in the event of a bona fide emergency.

11.2 Landlord grants to Tenant a license for access to the Leased Property. Upon Tenant's request, Landlord will execute a separate recordable license agreement evidencing this right. If Tenant elects to utilize an Unmanned Aircraft System (**UAS**) in connection with its Intended Use of the Premises, Tenant shall notify Landlord in advance and obtain Landlord's consent, which consent shall not be unreasonably withheld, to allow Tenant, or any UAS operator acting on Tenant's behalf to fly over the Premises and use audio and video navigation in connection with the use of the UAS. If the Landlord grants its consent, Tenant shall operate the UAS in compliance with all local, State, and federal laws and regulations. Landlord acknowledges that in the event Tenant cannot obtain access to the Leased Property, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Article 11 for any reason other than a bona fide emergency or planned maintenance in accordance with Article 13 of this Lease, such failure shall be a default under this Lease.

ARTICLE 12- PROPERTY IN OR UPON LEASED PROPERTY

All facilities, equipment and property of any nature that may be installed or placed in or upon the Leased Property by Tenant, but not including the Tower or the Shared Generator, shall remain the property of Tenant and may be removed by Tenant at any time during the Term in accordance with the terms of this Lease. Landlord waives any and all lien rights it may have, statutory or otherwise, in said facilities, equipment and property other than the Tower and the Shared Generator or any other improvement constructed, installed or owned by Landlord. Tenant may assign, lien, encumber, mortgage or create a security interest in or upon its facilities, equipment or other property in or upon the Leased Property without the consent of Landlord; provided, however, that Tenant may not assign, lien, encumber, mortgage or create a security

interest in any facilities, equipment or property of the Landlord, including the Tower, the Shared Generator, the Premises, or any other improvement constructed, installed or owned by Landlord.

ARTICLE 13 - MAINTENANCE

13.1 Tenant shall, at its sole cost and expense, maintain the Antenna Facilities and all of its improvements, equipment and other personal property located upon or within the Leased Property in good condition and repair. Tenant shall keep the Leased Property free of debris and free of any dangerous, noxious, hazardous or offensive condition.

13.2 Landlord shall maintain the Tower, Tower Base, Tower Base Common Areas and Shared Generator in good condition and repair.

13.3 In the event Landlord is required to perform maintenance activities on the Tower, Landlord will make all reasonable efforts to perform such maintenance without interfering with the Antenna Facilities. If Landlord is required to perform maintenance activities that require the relocation or temporary removal of the Antenna Facilities, Tenant agrees to remove its Antenna Facilities for the duration of the maintenance and reattach the Antenna Facilities at its cost, so long as Landlord gives Tenant six (6) months advance written notice of any planned maintenance activities that would require the relocation of the Antenna Facilities. If Tenant must remove its Antenna Facilities from the Tower, Landlord will make reasonable efforts to provide a temporary location on Landlord's property for the provision of cellular services during the maintenance activities in a location satisfactory to Tenant, in Tenant's sole discretion. Tenant agrees to commence vacating such temporary location within thirty (30) days after notification from Landlord that the Antenna Facilities may be reinstalled on the Tower. Tenant is responsible for the repair of any damage to the extent caused by Tenant to the Tower during the reinstallation of the Antenna Facilities. In the event Tenant is not granted a temporary location or no such temporary location offered by Landlord is satisfactory to Tenant, in Tenant's sole discretion, Tenant shall have the option to either abate Rent until such time that Landlord notifies Tenant it may reinstall its Antenna Facilities or to terminate the Agreement without penalty or further liability or obligation to Landlord.

In the event that Landlord determines that unplanned, emergency maintenance work requiring the immediate removal of the Antenna Facilities is necessary to preserve the structural integrity of the Tower, the safe operation of the Village's water supply system, or the safety of the Village's personnel or the Village's contractors, Tenant agrees to cooperate with Landlord and Landlord agrees to work in good faith and in an expedited manner to provide alternative facilities, including, if there is adequate space remaining on the Premises and it is safe to do so, permitting Tenant to bring cellular on wheels facilities onto the Premises that offer the same level of service coverage, during the duration of such emergency work.

ARTICLE 14 - IMPROVEMENTS

The Antenna Facilities installed on the Leased Property shall conform with the plans shown in Exhibit A. No change in or modification to the Antenna Facilities that is not in conformance with Exhibit A, including, without limitation, an increase in the size or volume of the Antenna Facilities, shall be made by Tenant without (i) an amendment to this Lease in the manner provided in Section 29.16 of this Lease; (ii) a permit issued by Village if applicable; and (iii) an engineering study. Notwithstanding the foregoing, provided that Tenant provides an engineering study (if requested by Landlord), Tenant may replace and/or upgrade the Antenna Facilities with Antenna Facilities of the same or smaller size, same or lesser weight, and same general appearance within Tenant's Leased Property, and no Village permit will be required and Rent

shall not be increased.

When performing any work on Antenna Facilities located on the Tower or otherwise above ground level, Tenant shall provide Landlord with before and after photographs of the work and interior areas of the tower to demonstrate that the worksite is cleaned, clear of trash and debris, and that the work was completed in accordance with Landlord's authorization and/or the Village permit.

ARTICLE 15 - INDEMNIFICATION; HOLD HARMLESS; ASSUMPTION OF RISK

15.1 Tenant shall indemnify, save harmless, and defend Landlord, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, and third party claims involving incidental, consequential, punitive, or exemplary, damages, whether arising in contract or tort (including, without limitation, negligence), that arise out of or in connection with the existence of this Lease or any act or omission of Tenant whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Tenant, except to the extent caused by the sole negligence of Landlord. The Landlord: (i) shall promptly provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Article and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; and (ii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

15.2 Tenant shall, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Tenant may have against the Landlord and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Shared Generator, or as a result of the condition, maintenance, and use of the Shared Generator.

15.3 Except for intentional acts or omissions or negligence of Landlord, Tenant agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that Tenant may sustain arising out of Tenant's use of the Shared Generator, or as a result of the condition, maintenance, and use of the Shared Generator.

ARTICLE 16- INSURANCE

16.1 Tenant shall maintain insurance on any of its property located on the Premises as it may deem reasonable and necessary. Landlord shall have no liability for damage, destruction or loss to such property.

16.2 Tenant shall maintain, at its sole cost and expense, throughout the Term, the following policies of insurance issued by a company with at least an "A minus" rating from the most recently published *A.M. Best and Company Guide* and eligible to do business in the State of Illinois:

- (a) Commercial general liability insurance, as per form ISO or equivalent, insuring Tenant against liability for bodily injury, death or damage to property arising out of the use of the Leased Premises by Tenant. Such insurance shall provide coverage with policy limits of \$5 million per

occurrence for bodily injury and property damage and \$5 million general aggregate.

- (b) Automobile liability insurance, in the amount of \$2 million combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles used in connection with this Agreement.
- (c) Workers' compensation insurance, with such limits as are required by law, and employees' liability insurance, with limits of \$500,000 per accident/per disease, per employee and \$1 million per disease, policy limits.

With respect to the liability insurance policies required to be maintained by Tenant pursuant to this Lease:

The Village of Kenilworth and its boards, committees, commissions, officers and employees shall be included as additional insureds as their interest may appear under this Agreement on the commercial general liability and automobile liability insurance by blanket additional insured endorsement with respect to this Lease.

Tenant shall send a certificate of insurance or self-insurance for each such policy to Landlord.

Tenant may self-insure all or a portion of the insurance coverage and limit requirements required by Article 16 of this Lease, provided that throughout the term of this Lease, (i) Tenant maintains a net worth of \$100,000,000; and (ii) Tenant maintains sufficient capital reserves, as approved annually by Ernst & Young or any successor auditing company.

16.3 Landlord shall, at its own cost and expense, at all times throughout the Term carry all-risk property insurance for or properly self-insure the Tower and the Shared Generator.

ARTICLE 17 - EMINENT DOMAIN

In the event that all or substantially all of the Premises shall be taken by any Governmental Agency or utility that has the power of eminent domain, then Tenant shall have the right to terminate this Lease, which termination shall be effective as of the date Tenant vacates the Leased Property. In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within five (5) business days. Each party shall have the right to maintain its own respective action against the condemning authority for its respective damages and neither party shall have any interest in any award granted to the other. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

ARTICLE 18 - ENVIRONMENTAL COMPLIANCE

18.1 Tenant shall, at Tenant's sole cost and expense, comply with all Environmental Laws pertaining to Tenant's operations on the Premises. Landlord shall, at Landlord's sole cost and expense, comply with all Environmental Laws pertaining to Landlord's operations on the Premises.

18.2 Tenant shall not cause or permit any Hazardous Substance to be brought, kept, stored or used in or about the Premises except as authorized by the Village in writing in advance, which authorization will not be unreasonably withheld if the proposed Hazardous Substances

comply with applicable Environmental Laws and do not pose a risk to the Property, Tower, or municipal water supply; provided, however, that Tenant may use batteries, the Shared Generator, or any other items that are industry standard to provide power for the Antenna Facilities in the event of a bona fide emergency, so long as such power source, and its operation and use, complies with all Environmental Laws.

18.3 Landlord represents and warrants to the best of its knowledge that the Property, as of the Effective Date, is free of Hazardous Substances, including asbestos-containing materials and lead paint.

18.4 If Tenant causes or permits any Hazardous Substance to be brought, kept, stored or used in or about the Premises and such violation results in the contamination of the Premises, Tenant shall indemnify, save harmless and defend Landlord, and its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Tenant's acts or omissions in connection with such Hazardous Substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Tenant, except to the extent caused by the sole negligence or intentional acts or omissions of Landlord. Landlord shall indemnify, save harmless and defend Tenant, and its boards, committees, commissions, directors, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorney's fees and administrative expenses, that arise out of or in connection with subsurface or other contamination of the Premises with Hazardous Substances caused by the acts or omissions of Landlord prior to or during the Term.

18.5 Landlord and Tenant represent, covenant and warrant that their operations in, on or under the Premises shall be in compliance with all applicable Environmental Laws.

ARTICLE 19 - ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease, in whole or in part, or sublet all or any part of the Leased Property, without the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign or sublet its interest without Landlord's prior written consent to any subsidiary, affiliate or successor legal entity of Tenant or to any entity which acquires all or substantially all of Tenant's assets in the market as defined by the Federal Communications Commission in which the Premises is located. Any other assignment or subletting without such written consent and agreement shall, at Landlord's option, be deemed to be void and of no force or effect. Upon any permitted assignment or subletting, Tenant shall be released from all liabilities and obligations under this Lease and from performing any of the terms, covenants or conditions of this Lease, provided the assignee or sublessee enters into a written agreement in a form acceptable to the Village directly with the Village.

ARTICLE 20 - DEFAULT

20.1 Tenant shall be in default of this Lease if Tenant shall:

- (a) fail to pay, when due, any Rent or any other sums due and payable hereunder within twenty (20) days after notice by Landlord to Tenant specifying the amount and details of unpaid Rent or other sums due hereunder; or

- (b) breach any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after notice from Landlord specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said thirty (30) day period and if Tenant is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to sixty (60) additional days);
- (c) if Tenant is adjudicated as bankrupt or makes an assignment for the benefit of creditors; or
- (d) if proceedings be instituted by or against Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, which proceedings are not dismissed within one hundred twenty (120) days.

20.2 In the event of a default as described above, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have in law or equity with only such further demand or notice as may be required by applicable law, to re-enter the Leased Property and eject all persons therefrom, and either, at Landlord's discretion:

- (a) Declare this Lease at an end, in which event Tenant shall immediately remove the Antenna Facilities and pay Landlord a sum of money equal to the total of : (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) any other amount reasonably necessary to compensate Landlord for all damages directly and proximately caused by Tenant's failure to perform its obligation under the Lease; or
- (b) Without terminating this Lease, relet the Leased Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord pursuant to this lease, and if a sufficient sum shall not be obtained through the reletting to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly upon demand.

20.3 Landlord shall be in default of this Lease if (i) Landlord shall breach any of its covenants or obligations contained in this Lease and does not cure such other default within thirty (30) days after notice from Tenant specifying the default complained of (provided that is such default is not reasonably susceptible of cure within said thirty (30) day period and if Landlord is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to sixty (60) additional days); (ii) Landlord fails to provide access to the Leased Premises as required by Article 11 of this Agreement within twenty-four (24) hours after written notice of such failure;. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

20.4 In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other the prevailing party's reasonable costs and expenses in such action or proceeding, including, without limitation, reasonable attorneys' fees. In the event either party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other party hereto, then the party who has violated the covenant or warranty shall be responsible for the reasonable costs and expenses in such action or proceeding against the non-violating party, including, without limitation, reasonable attorneys' fees.

ARTICLE 21 - FORCE MAJEURE

Except as otherwise expressly set forth herein, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of Governmental Agencies, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in doing acts required under the terms, covenants and conditions of this Lease (all of such reasons or causes referred to in this Lease as *Force Majeure*), then performance of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 22 - EVIDENCE OF LEASE

Concurrent with the execution of this Lease, Landlord and Tenant shall execute an evidence of this Lease for recording, substantially in the form of Exhibit D (*Evidence of Lease*). The cost of recording the Evidence of Lease shall be paid by Tenant. In the event of a significant change to the terms, covenants and conditions of this Lease, as determined by Landlord, Landlord and Tenant shall execute and record a new or amended and restated Evidence of Lease stating such changed terms.

ARTICLE 23 - ESTOPPEL CERTIFICATE

Upon notice from either Landlord or Tenant to the other party, such other party shall, within twenty (20) business days of receipt of such notice, execute and deliver to the requesting party, without charge, a written statement:

- (a) ratifying this Lease;
- (b) certifying to the best of such party's knowledge that this Lease is in full force and effect, if such is the case, and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated;
- (c) certifying that to the best of such party's knowledge all terms, covenants and conditions under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated;
- (d) certifying that to the best of such party's knowledge the other party is not in default under this Lease, or stating the defaults claimed; and
- (e) reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid.

ARTICLE 24 - SUBORDINATION

24.1 Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or deed of trust or bond now or hereafter placed upon Landlord's interest in the Premises; provided, however, that:

- (a) Tenant's possession of the Leased Property shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease; and
- (b) Tenant's duties and obligations under this Lease shall not be expanded nor its rights diminished by the operation of this Article; and

24.2 Tenant shall attorn to the mortgagee, trustee, beneficiary or bond holder under any such mortgage, deed of trust or bond, and to the purchaser in a sale pursuant to the foreclosure thereof; provided, however, such attornment shall be subject to all of the requirements set forth in this Article and provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its obligations under the Lease.

24.3 If the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will cooperate with Tenant to obtain a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

ARTICLE 25 - SURRENDER OF LEASED PROPERTY

Within sixty (60) days of the expiration or earlier termination of the Term, Tenant will remove all components of Tenant's Antenna Facilities and quit and surrender the Leased Property in as good a state and condition as received, except for reasonable wear and tear and damage from the elements, items that are Landlord's responsibility for repair, and damage by casualty beyond Tenant's control. All above ground portions of the Antenna Facility will be removed while below ground portions of the Antenna Facility shall be removed to a depth of 1 foot below grade. Notwithstanding the foregoing, Tenant will not be required to remove from the Leased Property or the Premises any underground utilities that are located 12 or more inches underground.

ARTICLE 26 - HOLD OVER

In the event Tenant fails to deliver possession of the Leased Property within forty-five (45) days of expiration or earlier termination of the Term, this Lease shall be extended on a quarterly basis until terminated by either party hereto by thirty (30) days prior written notice. Rent due to Landlord during any such extended time shall be equal to one hundred fifty percent (150%) of the monthly installment Rent payment due the month prior to the expiration or earlier termination of the Term.

ARTICLE 27 - RENEWAL TERM(S)

The Lease will automatically renew for the first two (2) Renewal Terms set forth in Article 2 upon the same terms and conditions set forth herein unless Tenant notifies the Landlord in writing of the Tenant's intention not to renew this Lease at least one hundred and twenty (120) days prior to the expiration of the Initial Term or the then-existing Renewal Term. The Lease will automatically renew for the remaining three (3) Renewal Terms set forth in Article 2 upon the same terms and conditions set forth herein unless either Party notifies the other Party in writing of the Party's intention not to renew this Lease at least 11 months prior to the expiration of the Initial Term or the then-existing Renewal Term.

ARTICLE 28 - BROKER'S COMMISSION

Landlord and Tenant each warrant to the other that they have used no brokerage Entity in connection with this Lease and that no brokerage fees or commissions are owed in connection therewith. Each party shall, and does hereby, indemnify, save harmless and agree to defend the other from any liability for any such fees and commissions.

ARTICLE 29 – SALE OF PROPERTY

29.1 Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the surrounding property except as provided below.

29.2 If Landlord, at any time during the Term of this Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Leased Premises, or all or any part of the Property or surrounding property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder.

29.3 Landlord agrees not to sell, lease or use any areas of the Property or surrounding property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Intended Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the surrounding property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

29.4 The provisions of this Article shall in no way limit or impair the obligations of Landlord under this Lease, including interference and access obligations.

ARTICLE 30 – RENTAL STREAM OFFER

If at any time after the date of this Lease, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Lease ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Article, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease until Landlord complies with this Article.

ARTICLE 31 - GENERAL

31.1 **Notices.** Any notice or other communication required or permitted to be given under this Lease shall be in writing and shall be: (a) delivered by a nationally recognized overnight courier, or (b) delivered by certified mail return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall not be valid notices. Unless otherwise expressly

provided in this Lease, notices shall be deemed received at the earlier (x) of actual receipt as evidenced by return receipt, (y) one business day after deposit with a nationally recognized overnight courier as evidenced by a receipt of deposit, or (z) when refused and returned undelivered. Notices shall be directed to the parties at their respective addresses set forth in Article 1 of this Lease or at such other address as either party may, from time to time, specify by thirty (30) days prior written notice to the other.

31.2 **Time of the Essence.** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.

31.3 **Rights Cumulative.** Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

31.4 **Non-Waiver.** The failure of Landlord or Tenant to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either party to exercise any option in this Lease upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

31.5 **No Joint Venture.** It is hereby understood and agreed that nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

31.6 **Consents.** Whenever the consent or approval of either party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

31.7 **Warranties Regarding Execution.**

- (a) In order to induce Tenant to enter into this Lease, Landlord hereby warrants and represents to Tenant as follows:
 - (i) Landlord has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and
 - (ii) the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of Landlord; (ii) will not result in a breach or default under any agreement to which Landlord is a party or to which Landlord is bound; and (iii) will not violate any restrictions, court order or agreement to which Landlord is subject; and
 - (iii) The party executing this Lease on behalf of Landlord has full authority to bind Landlord to the obligations set forth herein.

- (b) In order to induce Landlord to enter into this Lease, Tenant hereby warrants and represents to Landlord as follows:
 - (i) Tenant has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and
 - (ii) the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of Tenant; (ii) will not result in a breach or default under any agreement to which Tenant is a party or to which Tenant is bound; and (iii) will not violate any restrictions, court order or agreement to which Tenant is subject; and
 - (iii) the party executing this Lease on behalf of Tenant has full authority to bind Tenant to the obligations set forth herein.

31.8 **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

31.9 **Severability.** If any term, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31.10 **Entire Agreement.** This Lease and the exhibits attached hereto shall constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements between the parties, whether written or oral, including the Existing Agreement, with respect to the subject matter of this Lease. Upon the date of full execution and delivery of this Lease, the Existing Agreement shall be superseded and replaced in its entirety.

31.11 **Successors and Assigns.** The terms, covenants and conditions of this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

31.12 **Grammatical Usage and Construction.** In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

31.13 **Interpretation.** This Lease shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all parties hereto participated equally in the drafting thereof. 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 hereto.

31.14 **Headings.** The table of contents, heading, titles and captions in this Lease have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Lease.

31.15 **Exhibits.** Exhibits A through E attached hereto are, by this reference, incorporated in and made a part of this Lease. In the event of a conflict between an exhibit and the text of this Lease, the text of this Lease shall control.

31.16 **Amendments and Modifications.** This Lease may not be modified or amended except by written instrument executed by each of the parties hereto.

31.17 **Counterpart Execution.** This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

31.18 **Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

31.19 **Waiver of Incidental and Consequential Damages.** Except for the indemnity obligations set forth in this Lease, to the full extent permitted by law, neither Party shall be liable to the other Party for any incidental, consequential, punitive or exemplary damages, whether arising in contract or tort (including, without limitation, negligence).

ARTICLE 32 – CASUALTY

Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. In the event the Leased Property or Premises is destroyed or damaged in whole or in part so as to materially hinder effective use of the Leased Property through no fault of Tenant during the Term, in Tenant's sole discretion, then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event or at any time within thirty (30) days thereafter, and no further Rent shall be due under this Lease. Upon such termination, Tenant will be entitled to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property as long as there is adequate space and it is safe to do so, but only until such time as Tenant is able to activate a replacement transmission facility at another location or until the Antenna Facilities are operational on the Tower; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Landlord agrees that the Rent shall be abated until the Property and/or the Leased Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property. In the event the Tower is destroyed or damaged in whole or in part so as to materially hinder the effective use of the Tower by Landlord during the Term, then, at Landlord's option (exercised by notice to Tenant), this Lease may be terminated as of the date of the event or at any time within thirty (30) days thereafter, and no further Rent shall be due under this Lease. Landlord shall simultaneously terminate the leases of all Co-Tenants using the Tower. In the event of such termination, Tenant shall promptly remove the Antenna Facilities from the Leased Property. Tenant shall be entitled to the reimbursement of a pro rata portion of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Leased Property as a result of damage or destruction that materially hinders the effective use of the Tower by Landlord.

ARTICLE 33 – EARLY TERMINATION

33.1 If any of the following occurs, Tenant shall have the right to immediately terminate

this Lease by giving written notice to Landlord of such termination:

- (a) Tenant is unable to obtain or maintain, either through Landlord's sources or otherwise, any necessary access to the Leased Property or any necessary utility service for Tenant's use of the Leased Property for its Antenna Facilities;
- (b) Any Landlord approval or consent or Government Approval now or hereafter necessary for Tenant's use of the Leased Property, whether now or hereafter desired by Tenant, expires, is canceled, or is otherwise involuntarily terminated or withdrawn, terminated or denied so that Tenant, in its reasonable judgment, determines that it will no longer be able to use the Leased Property for Tenant's Intended Use;
- (c) The FCC changes the frequencies at which Tenant operates its antennas and equipment, which change, in Tenant's reasonable judgment, renders its operation of a wireless communication facility at the Leased Property impractical;
- (d) If Tenant reasonably determines that the Leased Property has become impractical for use for Tenant's wireless receiving and transmitting operations due to the change in any applicable law;
- (d) If Tenant has obtained a soil test or structural report which shows contamination or conditions which, in Tenant's reasonable judgment, render the Leased Property unsuitable for Tenant's use; or
- (e) If Landlord fails to have proper ownership of the property of which the Leased Property is a part or authority to enter into this Lease.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

LANDLORD:

VILLAGE OF KENILWORTH

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST/WITNESS:

TENANT:

**TENANT: CHICAGO SMSA LIMITED
PARTNERSHIP D/B/A VERIZON
WIRELESS**

By: Cellco Partnership

Its: General Partner

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Plans Depicting Antenna Facilities and Tenant's Tower Space

Exhibit B

Plans Depicting Tenant's Tower Base Space

Exhibit C

Legal Description of the Premises

Lots Seventy-Two (72), Seventy-Three (73), and Seventy-five (75), James Rice Brown's Addition to Kenilworth, according to the plat of record in Instrument No. 1557279, Official Records of Cook County, Illinois.

Exhibit D

Evidence of Lease

THIS EVIDENCE OF LEASE, is made as of the ___ day of _____, 20___, by and between **VILLAGE OF KENILWORTH**, an Illinois municipal corporation (**Landlord**), having an address at 419 Richmond Road, Kenilworth, IL 60043, and **[INSERT]**, a **[insert]** limited liability company (**Tenant**), having an address at **[INSERT]**.

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 8, 1999 as fully amended and restated by that certain Amended and Restated Lease Agreement (**Lease**) between Landlord and Tenant dated _____, 2022, as may be amended from time to time, of certain real estate and related improvements (**Leased Property**) located upon real property owned by Landlord, commonly known as 560 Exmoor Road in the Village of Kenilworth, State of Illinois, and legally described in Exhibit A to this Evidence of Lease (**Premises**), together with certain rights to use other portions of the Premises, as described more fully in the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Premises for an Initial Term of ten (10) years, beginning on MONTH 1, 2022 and ending on MONTH 31, 2032.
2. Landlord hereby grants to Tenant, subject to all of the terms, covenants and conditions of the Lease, the right to extend the Lease beyond the Initial Term for five (5) successive periods of five (5) years each.
3. This Evidence of Lease is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Evidence of Lease is not intended to and shall not change any of the terms, covenants and conditions of the Lease.

[SIGNATURES APPEAR ON NEXT PAGE]

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

WITNESS:

LANDLORD:

VILLAGE OF KENILWORTH

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST/WITNESS:

TENANT:

**Chicago SMSA Limited Partnership d/b/a
Verizon Wireless**

By: Cellco Partnership

Its: General Partner

By: _____

Print Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

Exhibit E

Rent Schedule

((To be updated based upon Commencement Date))

	Period Covered		Monthly Rent*
	From	To	
Initial Term	March 1, 2022	February 28, 2023	\$4,800.00
	March 1, 2023	February 28, 2024	\$4,944.00
	March 1, 2024	February 28, 2025	\$5,092.32
	March 1, 2025	February 28, 2026	\$5,245.09
	March 1, 2026	February 28, 2027	\$5,402.44
	March 1, 2027	February 29, 2028	\$5,564.52
	March 1, 2028	February 28, 2029	\$5,731.45
	March 1, 2029	February 28, 2030	\$5,903.39
	March 1, 2030	February 28, 2031	\$6,080.50
	March 1, 2031	February 29, 2032	\$6,262.91
First Renewal Term	March 1, 2032	February 28, 2033	\$6,450.80
	March 1, 2033	February 28, 2034	\$6,644.32
	March 1, 2034	February 28, 2035	\$6,843.65
	March 1, 2035	February 29, 2036	\$7,048.96
	March 1, 2036	February 28, 2037	\$7,260.43
Second Renewal Term	March 1, 2037	February 28, 2038	\$7,478.24
	March 1, 2038	February 28, 2039	\$7,702.59
	March 1, 2039	February 29, 2040	\$7,933.67
	March 1, 2040	February 28, 2041	\$8,171.68
	March 1, 2041	February 28, 2042	\$8,416.83

*Note that the monthly rent does not include the Shared Generator Use Fee as set forth in Article 2 of the Lease.



Request for Board Action

Agenda Item: 05

Considered By:

Village Board

Village Board

Plan Commission

Date:

03/21/22

02/22/22

01/26/22

Staff Contact: Heather McFarland, Administration

Subject: Adoption of an Ordinance Granting a Special Use for a Physical Fitness and Training Facility at 624 Green Bay Road

Summary: At the February 21, 2022 meeting, the Village Board directed staff to work with the applicant for a Special Use Permit at 624 Green Bay Road to revise the proposed conditions to align with their feedback. Staff and the applicant have since crafted a revised set of conditions intended to address the Board's concerns.

Background of Matter: In September, 2021, representatives of Homemaker, LLC (dba Home Ice Hockey) approached the Village with a business concept related to the purchase of 624 Green Bay Road with an intent to use the property as an off-ice hockey training facility. Based on their requested use in the Village's Business District, Home Ice Hockey was required to complete a Special Use Application for further consideration. As part of the Special Use review process, their application was presented to and deliberated by the Plan Commission at a public hearing on January 26, 2022.

As a result of the discussions at the meeting, the Commission voted unanimously to forward a recommendation to the Village Board to grant a special use permit with conditions, inclusive of a request that the applicant work with the Police Chief and Village Manager to resolve any concerns related to parking, traffic and ambient noise resulting from the use. Subsequent to the January 26 meeting and in line with the Commission's recommendation, the applicant met with the Chief of Police to discuss such concerns. Based on that conversation, the Chief recommended several additional conditions that were included in the Special Use Permit.

The recommendations as prepared by the Plan Commission and staff were presented to the Board for their consideration at the February 22, 2022 Village Board meeting. During the Board's discussion, several concerns were raised related to the business's impact on the traffic and parking in the surrounding area, type of fitness activities planned for the business, and the potential for future amendments to the conditions. Based on those concerns, the Board voted to continue the matter to the March 21, 2022 Village Board meeting and requested that the applicant work with staff to revise the conditions to reduce the capacity of the business, refine the use type, and include language allowing the applicant to return to the Board after 12 months has passed.

Subsequently, the applicant and staff have developed the following revised conditions for consideration:

- To address concerns regarding parking and traffic impacts during prime business hours, restriction on the number of active participants allowed on weekdays during the following times:
 - No more than 26 active participants between 6:00 a.m. – 7:45 a.m., 10 between 7:46 a.m. – 3:45 p.m., and 26 between 3:46 – 9:00 p.m.
- To allow for summer programs at times when school is not in session - language increasing the allowed active participants to 30 on weekdays, so long as no more than 15 participants are of driving age, the session is two hours or longer, and New Trier High School is not in session.
- Language clarifying that the special use is not for any physical fitness and training uses other than uses related to playing, practicing, and training for hockey.
- To address parking and traffic concerns, the addition of language allowing the Police Chief to request parking lot re-striping and/or the closure of the gate on the west side of the property's parking lot should traffic or parking become problematic. The gate closure would prevent through traffic to the alley behind the building.
- Language clarifying that the applicant will educate customers on prohibited parking on Roger Avenue.
- In recognition of the applicant's agreement to reduce the initial request for class size limitations: Language allowing the applicant to submit a written request to the Board after one year to consider amending the conditions.

The applicant has reviewed the proposed conditions and expresses support for them as proposed.

It is recommended that the Village Board adopt the enclosed Ordinance granting a Special Use Permit. If additional concerns remain with the conditions as proposed, it is recommended that the request be returned to the Plan Commission for additional review.

Financial Impact: There is no direct financial impact with adoption of the recommended ordinance.

Recommendation: It is recommended that the Village Board adopt an Ordinance granting a Special Use Permit.

Attachments:

1. Ordinance Granting a Special Use Permit for 624 Green Bay Road
2. Special Use Application – 624 Green Bay Road

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A PHYSICAL FITNESS AND TRAINING FACILITY**
(624 Green Bay Road – Homemaker LLC)

Passed by the Board of Trustees this ____ day of March, 2022

Published by the Board of Trustees this ____ day of _____, 2022

Printed and published in pamphlet form by
authority of the President and Board of Trustees

VILLAGE OF KENILWORTH, ILLINOIS

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A PHYSICAL FITNESS AND TRAINING FACILITY
(624 Green Bay Road – Homemaker LLC)**

WHEREAS, Homemaker LLC, an Illinois limited liability company doing business as Home Ice Hockey ("**Applicant**"), is the owner of that certain property commonly known as 624 Green Bay Road in the Village ("**Property**"); and

WHEREAS, the Property is currently zoned in the "B" Business District ("**B District**") under the Kenilworth Zoning Ordinance, 1969, as amended ("**Zoning Ordinance**"); and

WHEREAS, the Applicant proposes to redevelop the Property in order to operate a physical fitness and training facility on the Property for the purpose of providing hockey-related coaching and physical fitness training ("**Proposed Fitness Facility**"); and

WHEREAS, pursuant to Section 153.095 of the Zoning Ordinance, a physical fitness and training facility is allowed in the B District only as a special use and subject to the issuance of a special use permit by the Village Board of Trustees pursuant to Section 153.245 of the Zoning Ordinance; and

WHEREAS, the Applicant has filed an application for a special use permit to operate the proposed fitness facility on the Property ("**Special Use Permit**"); and

WHEREAS, pursuant to a duly published Notice of Public Hearing in the *Wilmette Beacon* on December 23, 2021, the Plan Commission of the Village of Kenilworth ("**Plan Commission**") held a public hearing to consider the Special Use Permit for the Proposed Fitness Facility, which public hearing was opened on January 13, 2022 and continued to January 26, 2022; and

WHEREAS, on January 26, 2022, the Plan Commission unanimously recommended that the President and the Board of Trustee grant the Special Use Permit; and

WHEREAS, the President and Board of Trustees have determined that the Applicant's request for the Special Use Permit conforms with the standards for granting such application as set forth in Section 153.245(G) of the Zoning Ordinance; and

WHEREAS, the President and Board of Trustees have determined that the approval of the Special Use Permit for the operation of the Proposed Fitness Facility on the Property will be in the best interests of the Village and the public, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KENILWORTH, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. Recitals. The recitals listed above are incorporated in this Ordinance as the findings of the President and Board of Trustees.

SECTION 2. Granting of Special Use Permit. In accordance with and pursuant to Section 153.245 of the Zoning Ordinance, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village President and

Board of Trustees hereby grants the Special Use Permit to the Applicant for the operation of the Proposed Fitness Facility on the Property.

SECTION 3. Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the special use permit granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Fitness Facility and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. The development, use, operation, and maintenance of the Proposed Fitness Facility and the Property must comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.
- B. Compliance with Plans. Except for minor changes and site work approved by the Building Commissioner in accordance with all applicable Village codes, ordinances and standards, the development, use, and maintenance of the Proposed Fitness Facility and the Property must strictly comply with the Site Plan, undated and consisting of two sheets, a copy of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (“*Plans*”).
- C. Parking Spaces. All striped parking spaces located in the off-street parking areas on the Property must conform to applicable Village codes.
- D. Active Participants.
 1. For purposes of this Section 3, “**Active Participants**” shall be defined as individuals participating in any exercise, fitness, training class, or session at the Proposed Fitness Facility.
 2. No more than the following number of Active Participants may participate in any exercise, fitness, training, or combination of such activities at one time during weekdays:
 - a. No more than 26 Active Participants between the hours of 6:00 a.m. and 7:45 a.m.;
 - b. No more than 10 Active Participants between the hours of 7:46 a.m. and 3:45 p.m.; and
 - c. No more than 26 Active Participants between the hours of 3:46 p.m. and 9:00 p.m.
 3. Notwithstanding anything to the contrary contained in this Section 3.D, no more than 30 Active Participants, of which no more than 15 may be of driving age, may participate in any exercise, fitness, training, or combination of such activities at one time on weekdays on which New Trier High School is not in session, provided that each session for the Active Participants is no less than two hours in length.

- E. Hours of Operations. At no time shall the hours of operation of the Proposed Fitness Facility extend beyond 9:00 p.m. on Monday through Friday and 10:00 p.m. on Saturday and Sunday.
- F. Customer Parking; Drop-off and Pick-Up.
1. Customer parking, drop-off, and pick-up must take place either on the off-street parking area on the Property or within a legal parking space along Green Bay Road.
 2. Customer cars may not wait or queue to park, drop-off, or pick-up in a manner that causes cars to back up into any Green Bay Road traffic lane.
 3. The Applicant shall educate its customers regarding the parking, drop-off, and pick-up procedures and requirements set forth in Section 3.F of this Ordinance, including by providing an informational flier, approved by the Chief of Police, detailing the legal parking spaces along Green Bay Road and prohibitions against parking on Roger.
 4. If upon a determination by the Chief of Police, the use of the Proposed Physical Fitness Facility has resulted in severe parking limitations or traffic issues, the Applicant must: (i) close the west gate of the off-street parking area on the Property ("**Lot**") so as not to allow through traffic to the alley; and (ii) the Lot to be re-striped.
- G. Class Turnover Time. During periods for which the Proposed Fitness Facility is scheduled to have more than 15 Active Participants inside the Proposed Fitness Facility, the Applicant must schedule at least 15 minutes between classes so that there is sufficient time for parking, drop-off, and pick-up turnover between classes.
- H. Applicant Cooperation. Applicant will cooperate with the Chief of Police and the Village Manager to resolve any parking, traffic flow and ambient noise concerns regarding the Proposed Fitness Facility.
- I. Physical Fitness Uses. Applicant shall not use the Property for any physical fitness and training uses other than uses related to playing, practicing, and training for hockey.
- J. Review of Conditions. Notwithstanding anything to the contrary contained in Section 5 of this Ordinance, upon a written request by Applicant made no sooner than one year after the issuance of a certificate of occupancy for the Proposed Fitness Facility, the Village Board may amend the conditions of this Section 3 by adopted of a resolution and without any further public hearings.

SECTION 4. Failure to Comply with Conditions. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the granting of the special use permit unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of

revocation, the development and use of the Property will be governed solely by the regulations of the "B" Business District, as the same may, from time to time, be amended. Further, in the event of such revocation of the approval of the special use permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5. Amendment to Special Use Permit. Except as otherwise stated explicitly in this Ordinance, any amendment to the special use permit granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 6. Recordation; Binding Effect. The privileges, obligations, and provisions of each and every section of this Ordinance are for the benefit of and bind the Applicant, unless otherwise explicitly set forth in this Ordinance or as approved by the Village Board. Nothing in this Ordinance will be deemed to allow this Ordinance to be transferred to any person or entity other than the Applicant without the approval of the Village Board. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds.

SECTION 7. Effective Date.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Board of Trustees of the Village of Kenilworth by a majority vote in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Applicant with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds along with a copy of this Ordinance, of an executed unconditional agreement and consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 above within 90 days after the effective date of this Ordinance, the Village Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of March, 2022.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

Village President

ATTEST:

Village Clerk

EXHIBIT A
Legal Description of Property

Commonly known as: 624 Green Bay Road

P.I.N.:

EXHIBIT B
Plans

EXHIBIT C
Unconditional Agreement and Consent

TO: The Village of Kenilworth, Illinois ("**Village**");

WHEREAS, Homemaker LLC, an Illinois limited liability company doing business as Home Ice Hockey, ("**Applicant**"), is the owner of that certain property commonly known as 624 Green Bay Road in the Village ("**Property**"); and

WHEREAS, Ordinance No. _____, adopted by the Village President and Board of Trustees on _____, 2022 ("**Ordinance**"), grants a special use permit to the Applicant to allow the operation of a physical fitness facility on Property; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files, within 90 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant does hereby agree and covenant as follows:

1. The Applicant hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of special use permits for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permits for the Property.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

HOMEMAKER LLC, an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public

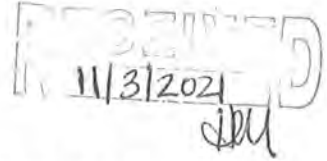
Village of



419 Richmond Road
Kenilworth, IL 60043

Phone: 847-251-1666
Fax: 847-251-3908

E-mail: community@vok.org



Plan Commission Special Use Application

General Information

Date: November 1, 2021

Plan Commission Jurisdiction

- Special Use in the B Business District
- Planned Unit Development (PUD) in the B Business District

Property Address

Property Address: 624 GREEN BAY ROAD

Property Owner: SNELLBACK PROPERTIES, LLC

Applicant Information

Property Owner or Tenant:

Name HOMEMAKER LLC (pursuant to conditional purchase contract with Snellback Properties LLC)

Company _____

Address 1117 CROFTON AVE. N., HIGHLAND PARK, IL 60035

Phone 847-644-9941

Email aratts@comcast.net

Primary Contact Person:

Name Andrew W. Ratts

Address 1117 CROFTON AVE. N., HIGHLAND PARK, IL 60035

Phone 847-644-9941

Email aratts@comcast.net

Primary Contact's Relationship to Property:

Manager of Hommemaker LLC, the conditional contract purchaser of the property

Ownership Details

Please check appropriate category for ownership of business and provide all relevant ownership information as an attachment to this application.

Corporation

Sole Proprietor (LLC)

Partnership

Trust

Consultants (as applicable)

Architect:

Name N/A

Company _____

Address _____

Phone _____

Email _____

Attorney:

Name Lee Padgitt

Company Padgitt, Padgitt & Peppey Ltd.

Address 560 Green Bay Road, Winnetka IL 60093

Phone 847-446-2900

Email lpadgitt@ppp-ltd.com

Other:

Name N/A

Company _____

Address _____

Phone _____

Email _____

Requested Action

SPECIAL USE for Off-ice hockey training/physical fitness facility

PLANNED UNIT DEVELOPMENT (PUD) for _____

Filing Fees

All Applications require payment of a non-refundable Filing Fee. In addition, applications for Special Uses and Planned Unit Developments (PUD) are subject to recovery of actual costs and may require additional funds to be held in escrow. **Please attach a check with your application:**

- \$ 350.00 Filing Fee** for:
 - Special Use
 - Planned Unit Development (PUD)

Kenilworth Code of Ethics

On a Separate Sheet of Paper, list the name, address and nature and extent of any current or potential interest that any Village officer or employee may have in or with respect to the owner, the Applicant or the property. **If none, check here:**

Repeat Application

Has any other application for this property been submitted to the Village that seeks similar relief and has been denied within the last two years? Yes No If yes, attach a statement of the ground Applicant believes justifies reconsideration.

Application/Owner Acknowledgments

By execution of this application in the space provided below, the applicant and owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Kenilworth that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon property, and into any structures located therein, for the purposes of conducting any inspections that may be necessary in connection with this application.
2. I (we) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.
3. The Information contained in this application is true and correct.

Applicant's Signature:

Signature (see attached page 3)

Name Andrew W. Ratts, Manager of Homemaker LLC

Date November 2, 2021

Owner's signature to confirm permission for Applicant to apply for Special Use Permit:
SNELLBACK PROPERTIES LLC

By: [Signature]

Requested Action

SPECIAL USE for Off-ice hockey training/physical fitness facility

PLANNED UNIT DEVELOPMENT (PUD) for _____

Filing Fees

All Applications require payment of a non-refundable Filing Fee. In addition, applications for Special Uses and Planned Unit Developments (PUD) are subject to recovery of actual costs and may require additional funds to be held in escrow. Please attach a check with your application:

\$ 350.00 Filing Fee for:

- Special Use
- Planned Unit Development (PUD)

Kenilworth Code of Ethics

On a Separate Sheet of Paper, list the name, address and nature and extent of any current or potential interest that any Village officer or employee may have in or with respect to the owner, the Applicant or the property. If none, check here:

Repeat Application

Has any other application for this property been submitted to the Village that seeks similar relief and has been denied within the last two years? Yes No If yes, attach a statement of the ground Applicant believes justifies reconsideration.

Application/Owner Acknowledgments

By execution of this application in the space provided below, the applicant and owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Kenilworth that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon property, and into any structures located therein, for the purposes of conducting any inspections that may be necessary in connection with this application.
2. I (we) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.
3. The Information contained in this application is true and correct.

Applicant's Signature:

Signature _____

Name _____

Andrew W. Ratts, Manager, Homemaker LLC

Date _____

November 1, 2021

Required Materials

Submit the completed application with 15 copies of the following materials:

- Drawings**, graphic representations, data and other information, if applicable to application, as required by the Kenilworth Zoning Ordinance, Section 153.247
- Plat of Survey & Legal Description** of Parcel(s), no more than 5 years old
- Written Explanation of Request**, on separate sheets of paper.
- Ownership information**
- Filing Fee** - payable to the Village of Kenilworth

After this application and all necessary materials are submitted, the application will be put on the docket for a Plan Commission Meeting. It is recommended that the application be submitted 45 days prior to the Plan Commission Meeting. The Village will provide the Applicant with a notification packet containing a notice is to be delivered to all property owners living within 250 feet of the property. The Plan Commission meets once each month. Applicants should expect a hearing within 60 days of submitting an application. Any party may appear at the hearing in person or by agent or attorney. All Applicants are encouraged to read Sections 153.240 – 153.249 of the Village of Kenilworth Zoning Ordinance.

HOMEMAKER LLC

1117 Crofton Avenue North, Highland Park IL | 8476449941 | aratts@comcast.net

November 1, 2021

Plan Commission
Village of Kenilworth
419 Richmond Road
Kenilworth, IL. 60043

Dear Plan Commission:

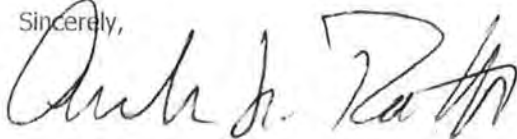
As noted in the accompanying Village of Kenilworth Plan Commission Special Use Application, Homemaker LLC has executed a conditional purchase contract for the property located at 624 Green Bay Road with the current owner of that property, Snellback Properties, LLC.

Homemaker LLC intends to convert the property for use as an off-ice hockey training facility, physical fitness center and retail pro shop for local teams and players, and lease that facility to Home Ice Hockey LLC, which is co-owned 1% by Dawn K. Ratts (the sole owner of Homemaker LLC) and 99% by Jeffrey R. Dolphin (her son). Home Ice Hockey has operated a hockey pro shop in Winnetka and Northbrook for the last four years.

The sale contract is conditioned upon the grant of the special use permit from the Village of Kenilworth for that purpose. We are excited to open this new facility for the benefit of the Village of Kenilworth and its residents.

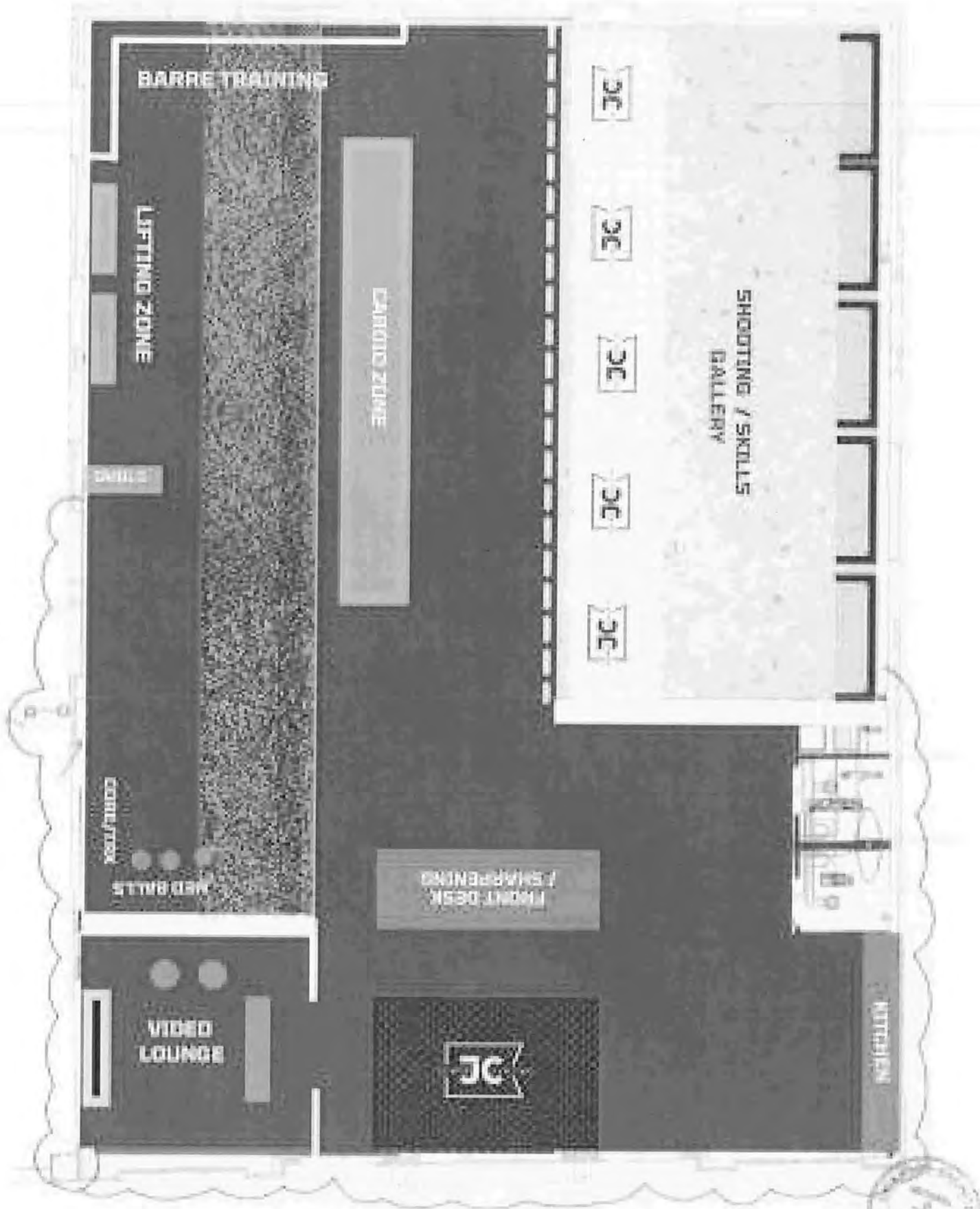
Thank you for your consideration.

Sincerely,



Homemaker LLC

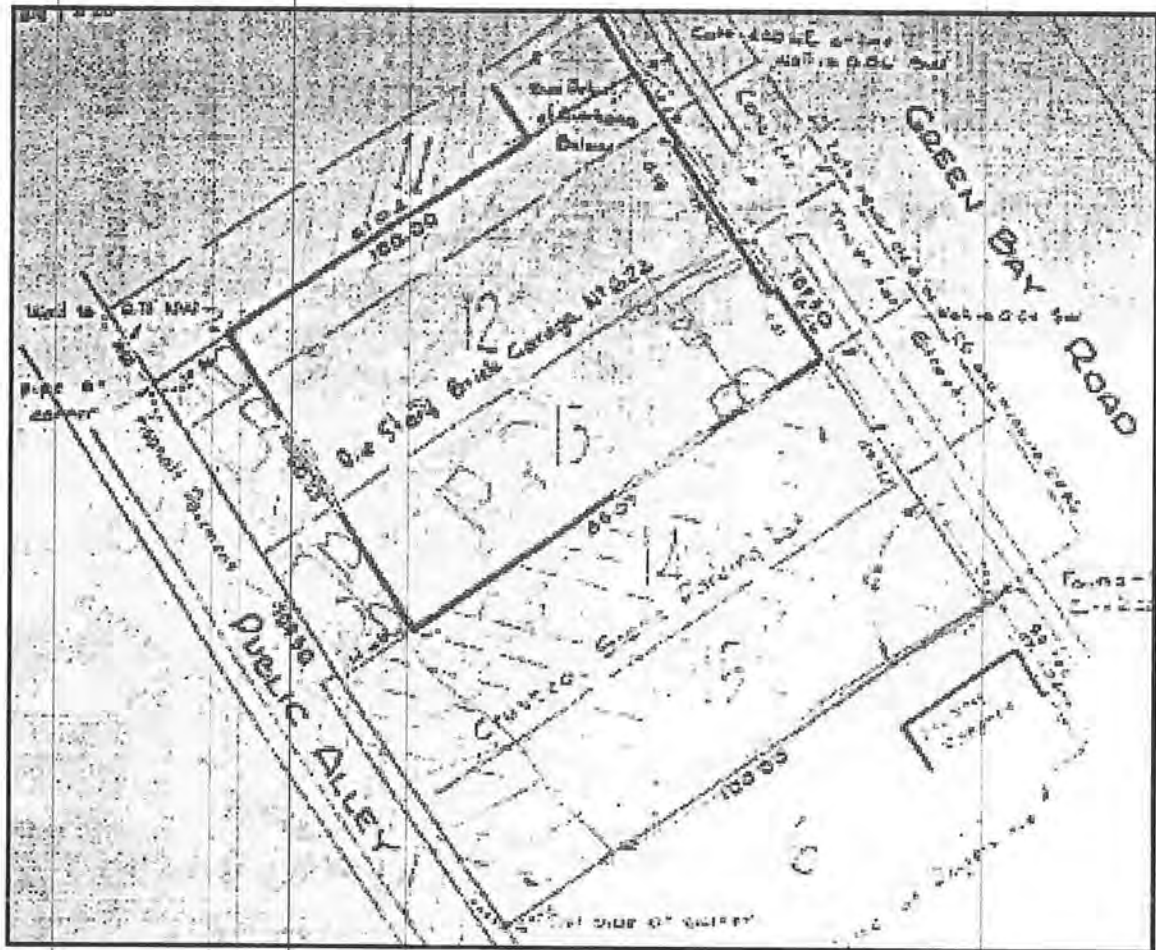
By: *Andrew W. Ratts*
ITS: *MANAGER*



H V A C P L A N



VZA
SURVEY





Doc#: 0703831065 Fee: \$28.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/07/2007 02:48 PM Pg: 1 of 3

FACSIMILE
ASSIGNMENT
OF
BENEFICIAL
INTEREST

(Above for Recorder's Use Only)

DATE 1-16-07

FOR VALUE RECEIVED, THE ASSIGNOR (S) HEREBY SELL, ASSIGN, TRANSFER, AND SET OVER UNTO ASSIGNEE (S), ALL OF THE ASSIGNOR'S RIGHTS, POWER, PRIVILEGES, AND BENEFICIAL INTEREST IN AND TO THAT CERTAIN TRUST AGREEMENT DATED THE 18TH DAY OF December, 2014, AND KNOWN AS CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER Twb-0046 INCLUDING ALL INTEREST IN THE PROPERTY HELD SUBJECT TO SAID TRUST AGREEMENT.

THE REAL PROPERTY CONSTITUTING THE CORPUS OF THE LAND TRUST IS LOCATED IN THE MUNICIPALITY (IES) OF KENILWORTH IN THE COUNTY (IES) OF COOK, ILLINOIS.


EXEMPT UNDER THE PROVISIONS OF PARAGRAPH , SECTION LAND TRUST RECORDATION AND TRANSFER TAX ACT.

NOT EXEMPT. AFFIX TRANSFER STAMPS BELOW.

THIS INSTRUMENT WAS PREPARED BY STEVEN M. COH
ADDRESS 8430 GROSS POINT
CITY SKOKIE, IL 60077
PHONE NO. 847-967-2564

FILING INSTRUCTIONS:

- (1) THIS DOCUMENT MUST BE RECORDED WITH THE RECORDER OF THE COUNTY IN WHICH THE REAL ESTATE HELD BY THIS TRUST IS LOCATED (IF APPLICABLE).
- (2) THE RECORDED ORIGINAL OR A STAMPED COPY MUST BE DELIVERED TO THE TRUSTEE WITH THE ORIGINAL ASSIGNMENT TO BE LODGED.

Returned to  changes settle
5750 Old Orchard Rd
Suite 300
Skokie, IL 60077
ATTN: JEAN DEPKON

Rev: 1-96

JD
09453
Lawyers Unit #05694 Case # 06-

ASSIGNMENT OF THE BENEFICIAL INTEREST

Date 1-12-07

FOR VALUE RECEIVED, the undersigned assignor(s) hereby sell(s), assign(n), transfer(s) and set(s) over unto

SNELLBACK LLC

assignee(s), 100 percent (100 %) of the assignor's rights, power, privileges, and beneficial interest in and to that certain trust agreement dated the 18TH day of DECEMBER 2006, and known as Chicago Title Land Trust Company Trust Number JTB-0096 including all interest in the property held subject to said trust agreement.

The real property constituting the corpus of the land trust is located in the municipality(ies) of KENILWORTH in the county(ies) of COOK, Illinois.

The power of direction shall be held by F. THOMAS SNELLBACK

signature of assignor(s)

(include Social Security and/or Employer's Identification Number)

[Handwritten Signature]

SSN or EIN

345-40-2812

SSN or EIN

SSN or EIN

ACCEPTANCE BY ASSIGNEE

The undersigned assignee(s) accept the foregoing assignment subject to all the provisions of said trust agreement.

signature(s) of assignee(s)

(include Social Security and/or Employer's Identification Number)

SNELLBACK PROPERTIES, LLC exclusively for the benefit of SNELLBACK PROPERTIES, LLC by GREEN BAY ROAD LLC

20-8199801

SSN or EIN

[Handwritten Signature]
ITS MANAGER

Address 2900 45th Road 41

Telephone

847 689 8822

NORTH CHICAGO, IL 60064

SSN or EIN

Address

Telephone

RECEIPT BY TRUSTEE

Received a duplicate of the foregoing assignment and acceptance.

Date

CHICAGO TITLE LAND TRUST COMPANY

By

Assistant Vice President

[Small print: Before lodging an executed copy of this assignment with the trustee, compliance should be held with the appropriate transfer tax regulations.]

LT-35K 2 (1/99)

November 3, 2021

HAND DELIVERED

Village of Kenilworth
419 Richmond Road
Kenilworth, IL 60043

EXPLANATION OF SPECIAL USE PERMIT APPLICATION REQUEST FOR PROPERTY AT
624 GREN BAY ROAD, KENILWORTH

Dear Village and Plan Commission,

In accordance with the attached Plan Commission Special Use Application, the proposed use of the property which requires a special use permit is for a physical fitness facility as a part of a proposed facility to be called "Home Ice Hockey." A floor plan of the proposed facility is attached.

There will be a retail component of the proposed facility including two skate sharpening machines (adjacent to the front desk), racks of small accessories (tape, laces, pucks, skate blades, etc.), racks of sport apparel (shirts, hats, pants and shorts), and hockey equipment including sticks, helmets and pads. There will be a kitchen area of the proposed facility including a Keurig coffeemaker and a small refrigerator/cooler for the sale of bottled water and sport drinks.

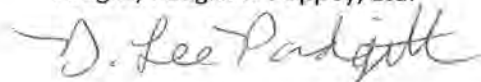
The proposed facility would have no more than two team or group classes and one private class conducted at the same time. No more than 25 customers would participate in any exercise, fitness, training, or session at one time, regardless of whether the customers are divided into more than one teams or individual classes.

All employees of the proposed facility would park their vehicles in the private parking area directly behind the building (southwest side) on the property, within the Kenilworth train station parking lots, or in the designated special permit parking areas along Green Bay Road. Customers would use the parking lot located on the southeast portion of the property. The owners of the proposed facility will obtain any necessary parking permits. The location of the customer parking area is shown on the plat of survey and is contained within the two rectangular areas labeled "14" and "15," which area measures 50' by 100', for a total customer parking area of 5,000 square feet. There is no floor area to be utilized above the ground floor in the proposed facility.

Thank you in advance for your prompt consideration of this application.

Sincerely,

Padgitt, Padgitt & Peppey, Ltd.



D. Lee Padgitt

Enclosures

HOMEMAKER LLC

NOVEMBER 1, 2021

Mr. Patrick Brennan
Village Manager
Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043

Subject: Reimbursement of Village Costs in
Connection with Special Use Permit

Dear Mr. Brennan:

Enclosed with this letter is a check, payable to the Village of Kenilworth, in the amount of \$5,000.00 from HOMEMAKER LLC ("Applicant"). Applicant understands and agrees that these funds are to be held by the Village in escrow and are to be drawn upon and used by the Village to pay the actual costs incurred by the Village in connection with any and all of its efforts in connection with consideration of Provider's request for a special use permit, including without limitation the Village's efforts with respect to:

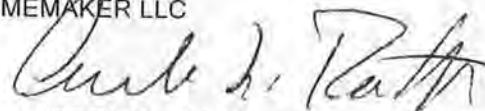
1. Negotiation, preparation and implementation of an ordinance for a special use permit, including all exhibits thereto and all additional applications, documents and agreements required in connection with the agreed upon location, for Applicant's proposed use (the "Agreement").

Applicant understands and agrees that the funds held in escrow by the Village shall be subject to the following terms and conditions:

1. The Village's actual costs shall include, without limitation, costs, whether incurred before or after the date of this letter, for legal publication; filing fees; recording secretarial services; court reporters; administrative preparation and review by Village staff (hourly salary times a multiplier to be established from time to time by the Village Manager at a level sufficient to recover 100 percent of the direct and indirect cost of such service); document preparation and review by Village staff (hourly salary to be established on the same basis); professional and technical consultant services, including engineering and architectural services; legal services, including review, consultation, advice, and document preparation and revision; copy reproduction; and document recording.
2. No interest shall be payable on any such escrow.
3. The Village shall notify each company of the names, addresses and phone numbers of the other companies that have deposited funds for payment of actual costs, as defined above.

4. The Village shall maintain an accurate record of the actual costs, as defined above, incurred by it in connection with the aforesaid effort proposing to amend the existing special use permit. The Village Manager shall, from time to time, draw funds from the escrow account established by this letter to pay such costs and shall transfer such funds to the appropriate Village accounts. The Village Manager shall maintain an accurate record of all such drawings.
5. The initial deposit of \$5,000 is based on the Village's best current estimate of the initial costs; however, Applicant acknowledges that such costs are inherently uncertain and unpredictable and further acknowledges that its share may be affected by any special issues affecting Applicant.
6. If the Village Manager at any time determines that the escrow account established by this letter is, or is likely to become, insufficient to pay said actual costs, the Village Manager shall inform Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover Applicant's share of foreseeable additional costs. Unless and until such additional amount is deposited by Applicant, the Village Manager may direct that all efforts of the Village shall be suspended or terminated. In such event, all Village approvals of, or pursuant to, the Agreement may be revoked.
7. As soon as reasonable feasible following completion of all necessary work, the Village Manager shall cause a final accounting to be made of the escrow deposits made pursuant to this letter and the actual cost of the aforesaid Village efforts and shall make a final charge of such costs against such escrow deposits. A copy of the accounting shall be provided to Applicant. If the amount in the escrow is insufficient to pay the total actual costs, a written demand for payment of the balance due shall be mailed to Applicant. If an unused balance remains in the escrow account after paying the total actual costs, Applicant's share of such balance shall be returned to Applicant.
8. The deposit made pursuant to this letter, and the draws authorized pursuant to this letter, are not in lieu of any fee required by Village ordinances or resolutions. No zoning, building or other application filed by Applicant shall be considered complete unless and until all costs, fees and deposits due pursuant to this letter and all applicable Village ordinances and resolutions have been paid. Every approval granted and every permit issued to Applicant by the Village of Kenilworth shall, whether or not expressly so conditioned, be deemed to be conditioned upon payments of all such costs, fees and deposits. The failure to fully pay any such cost, fee, or deposit, when due, shall be grounds for refusing to process an application and for denying or revoking any permit, approval or Agreement sought or issued with respect to proposed amendment to the existing special use permit.

Very truly yours,
HOMEMAKER LLC



By: ANDREW W. RATTS

ITS: Manager

January 3, 2021

VILLAGE OF KENILWORTH, ILLINOIS
BUILDING/PLANNING
DIVISION 419

419 RICHMOND ROAD, KENILWORTH, IL 60043

Thank you for meeting with us in January 2022. We are progressing toward finalizing our purchase of 624 Green Bay Road, Kenilworth, IL 60043 (the “Property”). This letter provides a better understanding of our intended use of the Property as a combination retail hockey shop and off-ice training facility for community hockey teams and players, figure skaters and other local competitive sports.

PROPOSED CONCEPT AND USE OF THE PROPERTY

This building under our new ownership will provide a unique service and gathering place for local community teams and athletes.

Off-Ice Training Facilities

Home Ice intends to build an off-ice training facility within the Property to provide simulated skating classes, individualized stride mechanics, shooting technique, puck handling, hockey specific barre training, video consultation, athlete advising, mental performance training, athlete mindset coaching and student athlete mentorship for local teams, small groups and individuals, and hockey camps.

The off-training facility would consist generally of:

- The Shooting/Skills gallery, consisting of four NHL hockey nets on top of shooting tiles (surrounded by netting) and a Sport Screen/shooting tarp
- A Lifting Zone, consisting of Dumbbells, Medicine Balls, and a Core/TRX machine
- A Cardio Zone, consisting of Speed Ladders and Ropes on Turf.
- A Video Lounge, consisting of a couch, two chairs and coffee table in front of a large video screen.

Classes will include youth, basic level and more advanced.

- Anticipated clients ranging in age from 5 to 60+
- Class size will range from one-on-one to team classes of approximately fifteen players
- Each trainer providing these services will be Certified Strength and Conditioning Specialists® (CSCS®).

Hockey Pro Shop

Home Ice Hockey LLC (“Home Ice”) is currently a retail provider of hockey equipment, sport apparel (including local team uniforms) and skate sharpening services, including a location recently at 809-811 Oak Street in Winnetka that served the Kenilworth community.

Upon acquiring the Property, Home Ice will move and expand its current retail operation from the Winnetka location to the Property, generating a new stream of sales tax revenue for Kenilworth.

The contemplated retail operation generally would consist of:

- Two skate sharpening machines (adjacent to the front desk).
- Racks of small accessories (Tape, Laces, pucks, Skate blades, etc.).
- Racks of sport apparel (shirts, hats, pants, shorts).
- Selection of hockey sticks, helmets, pads
- A kitchen area including a Keurig coffeemaker and small refrigerator/cooler for purchase of bottled water and sport drinks for sale.

Anticipated Changes to the Property:

To convert the existing space to use for the intended use will require no structural changes to the building.

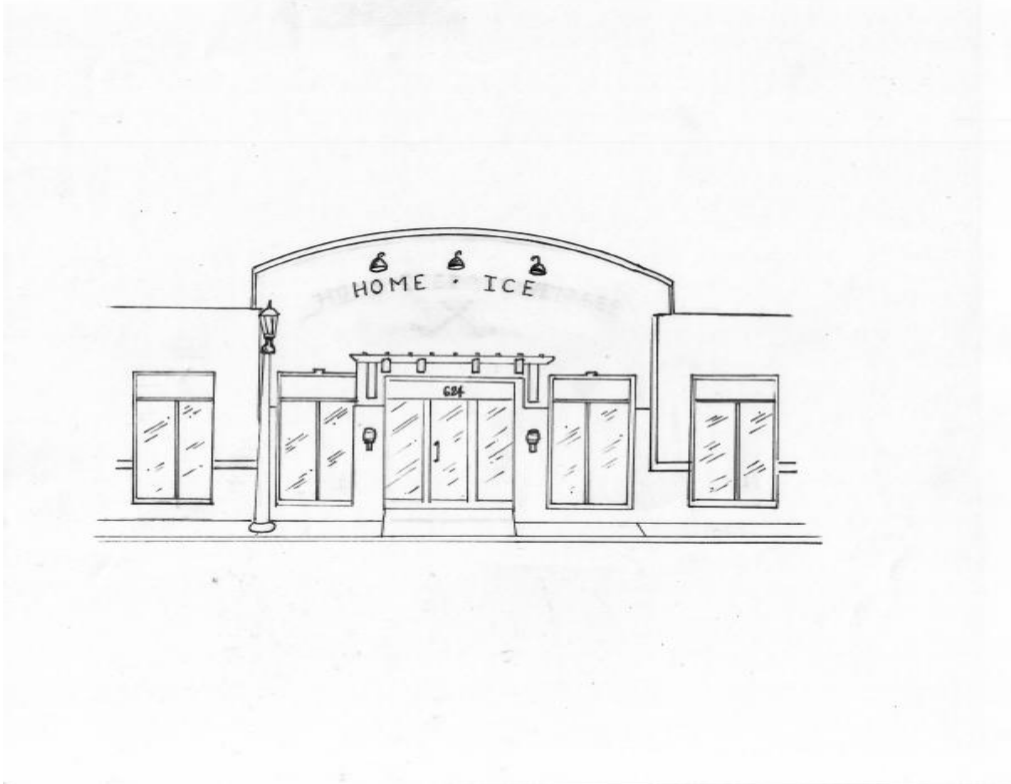
No actual ice rink will be installed on the Property; even to the extent that “synthetic ice” tiles are added as part of the Off-Ice Training Facilities, that installation will require no removal of the existing floor or plumbing. Two current non-structural walls may be removed to open the space further. The existing gallery kitchen and bathrooms will remain.

Other than replacement of the existing “The Last Detail” signage on the front of the building with similar “Home Ice” signage, no changes to the façade or outside of the building are contemplated or proposed.

Current:



Proposed:



Anticipated Hours and Use:

Weekdays: 6:00 am to 9:00 pm

Weekends: 6:00 am to 11:00 pm

Generally, a typical youth hockey team would consist of 15-20 players and two coaches.

The operation of the Off-Ice Training Facility would provide that:

- No more than thirty-five customers and clients would participate in any exercise, fitness, training, or session at one time, regardless of whether the customers are divided into more than one teams or individual classes.
- No more than two team or group classes and one private class would be conducted at the same time.
- The number of trainers and employees working in the building at any one time would be no more than five.
- No more than four special event fundraisers, parties, special shows, openings, or other similar non-recurring functions would occur on the Property per year.

Parking:

The Property will use the existing driveway and curb cut to provide nine (9) off-street parking spaces to the immediate South of the building for the exclusive use by clients and customers of Home Ice.



The existing driveway will be marked professionally with those spaces (as provided in the accompanying schematic). Access to this driveway from both Green Bay Road and alley behind the building will reduce congestion.

Home Ice employees would park their vehicles in the five (5) existing off-street parking spaces in the alley directly behind the the Property. To the extent these spaces are not used by employees, they would be available to be used by customers and clients.

There is also a handicapped parking space in the alley behind the Property as well.



Although these fifteen (15) on-site parking spaces is less than the absolute maximum forty customers, clients and employees allowed in the building at one time, as described above, Home Ice anticipates a much lower need for parking.

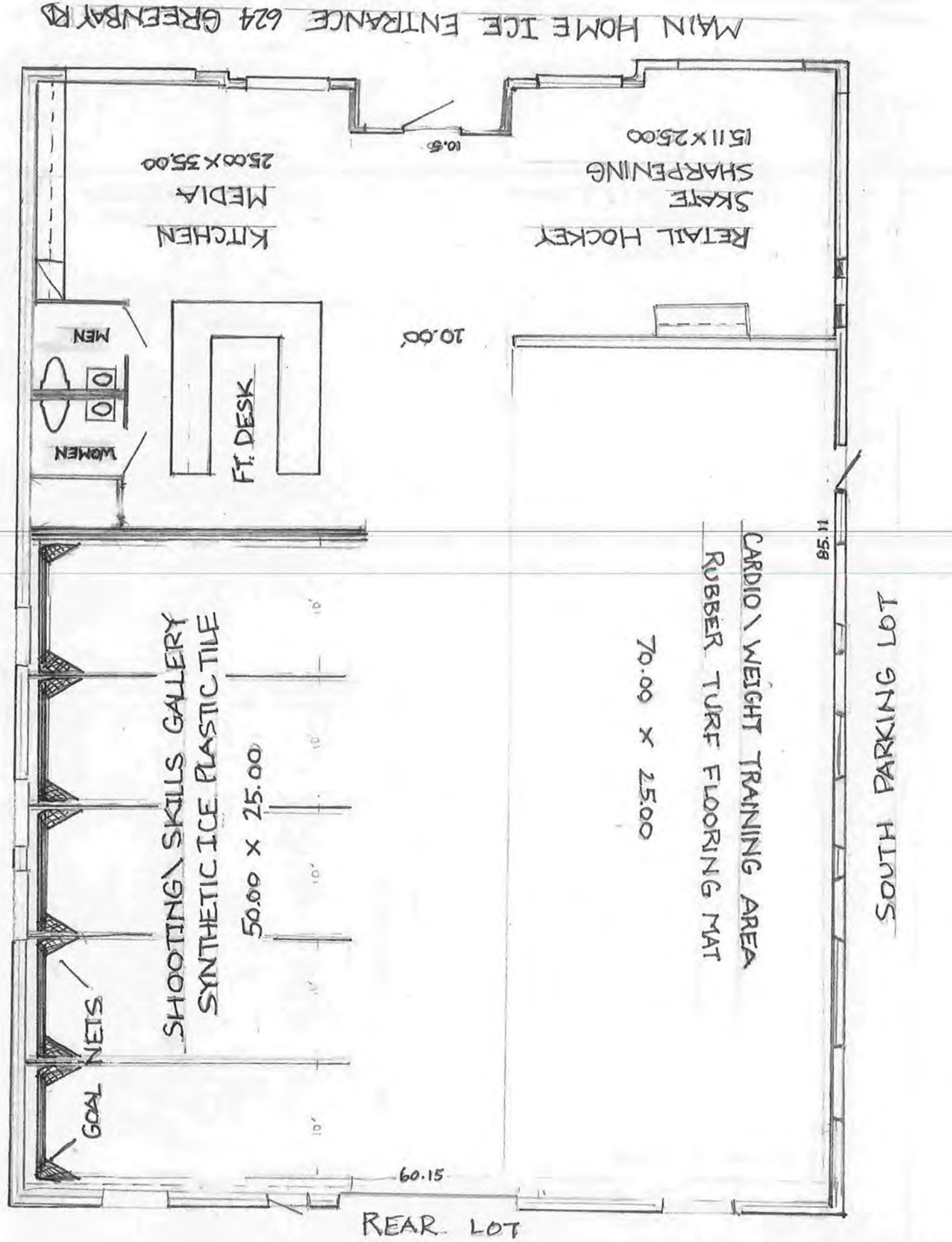
- Team members generally are dropped off by their parents during their training sessions, utilizing carpools, and do not stay during team exercises.
- Given the location of the Property in the heart of the community and so close to New Trier High School, we anticipate that many team members will walk or ride their bikes to the Property for their training sessions.

About Home Ice

Home Ice has been in business, serving the local North Shore hockey community since 2016, at locations recently in Winnetka and continuing at the North Shore Ice Arena, located in Northbrook.

Home Ice is the brainchild and passion of Jeffrey Dolphin (jeff@homeicechicago.com), a 2009 graduate of New Trier High School, and has been assistant coach for the multiple youth teams for Wilmette, Winnetka, and New Trier.

Proposed Interior Schematics



624 GREENBAY ROAD • HOME ICE LLC

25.00 Rec. ← NE, LOT LINES OF LOTS 11, 12, 13, 14 + 15

25.00 Rec. ←

25.00 Rec. ←

25.00 Rec. ←

25.00 Rec. ←

25.00 Rec. ←



PERPENDICULAR PARKING LOT 14 SPACES (10' x 18')

REAR LOT 5 SPACES \ 1 HANDICAP

BUILDING PERMITS ISSUED BY THE VILLAGE OF KENILWORTH DURING THE MONTH OF FEBRUARY 2022

PERMIT NO.	ADDRESS	TYPE OF WORK	COST OF IMPROVEMENT	PERMIT FEE
2022-009	163 Abingdon	Interior Renovations & Attic Dormers	\$375,000.00	\$11,250.00
2022-010	555 Earlston Rd	Asphalt Re-Roof	\$47,200.00	\$1,416.00
2022-011	123 Kenilworth Ave	Culvert Pipe Extension	\$80,700.00	\$2,421.00
2022-013	625 Ivy Ct	Fence Replacement	\$14,200.00	\$426.00
TOTAL IN FEBRUARY 2022			\$517,100.00	\$15,513.00
4 PERMITS ISSUED IN FEBRUARY 2022				
12 Issued in FEBRUARY 2021			Feb-21	
			\$ 1,039,789.00	\$31,293.67
Total Permits Issued 2022 Fiscal Year			15	2022 Fiscal Year To Date
			\$1,238,148.00	\$37,128.43

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED		
		2021 AMENDED BUDGET	2022 AMENDED BUDGET					
Fund 01 - GENERAL FUND								
01-100-3001	CURRENT TAX LEVY	2,050,000.00	2,107,046.00	623,468.45	0.00	867,144.04	440,805.86	20.92
01-100-3002	CURRENT TAX LEVY POLPEN	760,000.00	780,000.00	219,340.59	0.00	305,138.96	155,508.22	19.94
01-100-3004	REPLACEMENT TAX	30,125.00	43,200.00	2,231.86	0.00	8,409.22	12,425.16	28.76
01-100-3005	STATE SALES TAX	97,000.00	62,000.00	5,835.78	0.00	17,302.78	29,278.92	47.22
01-100-3006	STATE INCOME TAX	320,000.00	260,000.00	19,414.47	0.00	74,229.24	76,965.33	29.60
01-100-3007	LOCAL USE TAX	105,000.00	92,500.00	14,949.69	0.00	35,485.63	16,700.30	18.05
01-100-3008	CONSUMPTION TAX	1,650.00	3,623.00	220.55	0.00	722.07	704.46	19.44
01-100-3010	UTILITY TAX-COMED	91,000.00	91,500.00	7,825.02	0.00	24,165.01	16,562.41	18.10
01-100-3011	UTILITY TAX-NICOR	52,000.00	53,000.00	10,810.73	0.00	26,437.05	30,267.43	57.11
01-100-3012	UTILITY TAX-TELECOM	47,000.00	35,000.00	3,426.18	0.00	10,360.08	6,678.84	19.08
01-100-3020	911 DISBURSEMENT - JETSB FUNDS	80,000.00	72,000.00	6,906.93	0.00	20,621.78	13,800.53	19.17
01-100-3029	MISC TAX-FOREIGN FIRE TAX	21,000.00	18,500.00	0.00	0.00	0.00	0.00	0.00
01-100-3101	CIRCUIT COURT FINES	200.00	200.00	0.00	0.00	0.00	187.00	93.50
01-100-3102	VILLAGE ORDINANCE FINES	7,000.00	16,000.00	875.00	1,140.00	2,065.00	4,485.00	28.03
01-100-3103	DUI FINES	100.00	100.00	0.00	0.00	0.00	0.00	0.00
01-100-3104	VEHICLE TAX FUND	100.00	100.00	0.00	0.00	0.00	0.00	0.00
01-100-3201	VEHICLE LICENSE	100,000.00	96,000.00	95.00	15.00	855.00	871.37	0.91
01-100-3202	ANIMAL LICENSE	1,950.00	1,950.00	240.00	0.00	1,080.00	780.00	40.00
01-100-3203	LIQUOR LICENSE	3,500.00	2,500.00	0.00	0.00	550.00	0.00	0.00
01-100-3301	PERMITS-BUILDING	560,000.00	380,000.00	128,576.09	44,837.58	195,796.44	104,241.77	27.43
01-100-3306	PLAN REVIEW	34,000.00	34,000.00	9,608.88	3,955.98	18,438.05	8,685.58	25.55
01-100-3307	ZONING REVIEW	2,500.00	3,500.00	0.00	0.00	300.00	300.00	8.57
01-100-3308	ZBA FILING FEE	1,200.00	1,200.00	0.00	350.00	700.00	700.00	58.33
01-100-3309	BRC (DEMO) FILING FEES	350.00	350.00	0.00	0.00	0.00	0.00	0.00
01-100-3310	TREE PERMIT	500.00	500.00	0.00	0.00	0.00	38,451.25	7,690.25
01-100-3311	ARC FILING FEE	700.00	700.00	0.00	0.00	350.00	0.00	0.00
01-100-3312	RE-INSPECTION FEE	750.00	500.00	0.00	0.00	0.00	0.00	0.00
01-100-3398	CONSTRUCTION PARKING PERMITS	500.00	300.00	0.00	0.00	0.00	0.00	0.00
01-100-3399	PERMITS-PARKING	25,000.00	7,000.00	400.00	180.00	2,175.00	3,368.00	48.11
01-100-3401	AMBULANCE USERS FEE	25,000.00	17,000.00	0.00	0.00	5,238.83	4,486.12	26.39
01-100-3402	SPECIAL EVENT & USE FEE	250.00	500.00	0.00	0.00	350.00	75.00	15.00
01-100-3404	FIRE AND BURGLAR ALARM FEES	6,000.00	5,750.00	600.00	175.00	1,100.00	4,650.00	80.87
01-100-3405	YARD WASTE STICKERS	10,250.00	10,000.00	152.75	100.00	152.75	110.00	1.10
01-100-3407	SPECIAL DUTY DETAIL	2,500.00	5,000.00	0.00	0.00	0.00	0.00	0.00
01-100-3432	REFUSE & RECYCLING FEES	96,000.00	96,000.00	24,000.00	0.00	24,000.00	0.00	0.00
01-100-3436	ANTENNA LEASE FEES	144,582.00	158,400.00	17,371.75	0.00	43,185.17	(824.72)	(0.52)
01-100-3501	CABLE TV FRANCHISE FEE	52,500.00	50,000.00	0.00	0.00	12,426.98	12,608.63	25.22
01-100-3603	STATE GRANTS	2,450.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-3605	GRANTS - MISC	34,000.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-3701	INTEREST INCOME	11,000.00	4,600.00	411.91	0.00	1,703.90	824.70	17.93
01-100-3801	INSURANCE PROCEEDS (IRMA)	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00
01-100-3901	SALE OF FIXED ASSETS	56,000.00	0.00	0.00	0.00	0.00	0.00	0.00
01-100-3903	GIFTS & CONTRIBUTIONS	6,800.00	0.00	6,800.00	0.00	7,480.00	0.00	0.00
01-100-3904	TREE CONTRIBUTIONS	49,000.00	16,000.00	0.00	495.00	0.00	890.00	5.56
01-100-3960	RECYCLING INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	3,334.27	100.00
01-100-3989	OTHER INCOME	20,567.00	2,500.00	421.26	5.00	621.75	2,340.90	93.64
01-100-4010	REGULAR SALARIES	226,904.00	219,503.00	16,909.20	9,025.54	54,966.93	45,158.01	20.57
01-100-4019	MERIT-VACATION BUY BACK	650.00	0.00	6,057.46	0.00	6,252.45	0.00	0.00
01-100-4023	AUTO ALLOWANCE	4,800.00	4,800.00	0.00	200.00	0.00	1,000.00	20.83
01-100-4028	EMPLOYEE BENEFITS-MEDICAL	45,819.00	20,657.00	3,257.15	2,162.44	5,116.16	3,440.58	16.66
01-100-4029	EMPLOYEE BENEFITS-DENTAL	1,957.00	1,304.00	220.13	152.17	344.44	241.08	18.49
01-100-4030	EMPLOYEE BENEFITS-LIFE	689.00	377.00	53.17	0.00	212.68	114.72	30.43
01-100-4031	FICA & MEDICARE-EMPLOYER	19,688.00	17,159.00	1,758.25	694.79	4,833.19	3,442.29	20.06
01-100-4032	IMRF-EMPLOYER	27,023.00	15,760.00	2,231.39	648.02	6,642.16	3,242.108	20.57
01-100-4033	UNEMPLOYMENT-EMPLOYER	319.00	255.00	223.44	0.00	223.44	0.00	0.00

PERIOD ENDING 03/31/2022
% Fiscal Year Completed: 24.66
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED
		2021 AMENDED BUDGET	2022 AMENDED BUDGET			
Fund 01 - GENERAL FUND						
01-100-4039	EMPLOYEE BENEFITS-OTHER	0.00	0.00	850.00	0.00	0.00
01-100-4040	IMRF- ADDITIONAL CONTRIBUTION	25,000.00	0.00	0.00	0.00	0.00
01-100-5021	AUDITING	22,800.00	22,915.00	0.00	0.00	0.00
01-100-5022	JULIE FEES	1,099.00	1,100.00	0.00	0.00	949.90 1,464.36 133.12
01-100-5023	PLAN REVIEW & INSPECT. SERVICE	32,500.00	41,000.00	2,180.34	2,113.20	3,795.90 4,709.02 11.49
01-100-5036	PRINTING AND PUBLISHING	9,675.00	10,060.00	80.00	43.17	208.31 673.78 6.70
01-100-5041	TELEPHONE	3,350.00	3,350.00	373.17	0.00	784.11 408.22 12.19
01-100-5042	CELL PHONE	791.00	800.00	47.29	47.18	345.85 94.36 11.80
01-100-5051	MISCELLANEOUS SERVICE	1,914.00	4,500.00	368.23	0.00	906.42 801.42 17.81
01-100-5071	POSTAGE	4,400.00	4,400.00	165.77	323.44	469.30 694.43 15.78
01-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	9,500.00	9,720.00	95.92	65.90	570.72 415.90 4.28
01-100-5092	PROFESSIONAL SERVICES	3,745.00	21,722.00	0.00	767.50	4,125.00 839.50 3.86
01-100-5093	PROF SERVICE-FINANCE	62,885.00	62,880.00	6,805.00	0.00	6,805.00 6,805.00 10.82
01-100-5095	PROF SERVICES-BPZ-MISC	0.00	48,048.00	0.00	0.00	0.00 0.00 0.00
01-100-5096	PROF SERVICES-PLANNING	100,000.00	175,000.00	352.50	7,197.00	352.50 13,620.50 7.78
01-100-5098	PROF SERVICES-HISTORIC PRESERV	0.00	4,500.00	0.00	0.00	0.00 0.00 0.00
01-100-5099	PROF SERVICES-ECON DEVELOPMENT	10,500.00	22,500.00	0.00	0.00	0.00 558.71 2.48
01-100-5100	PROFESSIONAL SERVICES-IT	44,154.00	46,854.00	3,680.40	2,881.20	9,960.51 5,364.30 11.45
01-100-5177	REPAIR/MAINT COMPUTER EQUIP	250.00	250.00	0.00	0.00	0.00 0.00 0.00
01-100-5178	REPAIR/MAINT VEHICLE & EQUIP	150.00	150.00	0.00	0.00	0.00 0.00 0.00
01-100-6024	OFFICE SUPPLIES	2,500.00	2,500.00	444.40	164.72	791.76 164.72 6.59
01-100-6025	OTHER SUPPLIES	500.00	500.00	84.96	0.00	156.76 0.00 0.00
01-100-7001	AUTO ALLOWANCE	0.00	0.00	400.00	0.00	1,200.00 0.00 0.00
01-100-7003	RECRUITMENT & TRAINING	1,050.00	1,250.00	0.00	321.00	890.00 589.00 47.12
01-100-7005	MISCELLANEOUS EXPENSE	11,500.00	1,500.00	67.80	0.00	210.85 734.43 48.96
01-100-7006	MEETINGS & CONFERENCES	3,935.00	5,135.00	103.15	0.00	223.07 4,118.92 80.21
01-100-7030	VILLAGE EVENTS	7,500.00	3,000.00	0.00	0.00	0.00 0.00 0.00
01-100-7390	UNCOLLECTIBLE ACCOUNTS	2,000.00	0.00	0.00	0.00	0.00 0.00 0.00
01-100-7395	FUNDS TRANSFER OUT	250,000.00	0.00	0.00	0.00	0.00 0.00 0.00
01-100-8003	SOFTWARE	11,939.00	24,353.00	0.00	132.75	21.17 280.77 1.15
01-100-8004	COMPUTER EQUIPMENT	3,500.00	3,500.00	0.00	0.00	43.99 0.00 0.00
01-200-5001	MAINTENANCE OF OFFICE EQUIP	800.00	2,000.00	260.00	0.00	520.00 0.00 0.00
01-200-5004	INSURANCE-GENERAL LIABILITY	125,000.00	116,547.00	0.00	0.00	100,515.94 113,146.00 97.08
01-200-5005	INSURANCE-WORKERS COMP	18,000.00	17,345.00	0.00	0.00	16,363.06 16,907.00 97.47
01-200-5024	VILLAGE ATTORNEY-BASE	50,000.00	47,000.00	6,071.00	8,229.50	8,838.00 14,025.00 29.84
01-200-5025	VILLAGE PROSECUTOR	4,000.00	4,025.00	175.00	0.00	525.00 227.50 5.65
01-200-5027	VILL ATTORNEY-COMP PLAN & COMM	1,000.00	0.00	196.00	826.50	196.00 1,795.50 100.00
01-200-5028	VILL ATTORNEY ZONING/ZBA	2,000.00	15,000.00	3,380.00	0.00	5,337.50 0.00 0.00
01-200-5029	VILL ATTORNEY-SUBDIVISIONS	1,000.00	0.00	0.00	0.00	0.00 0.00 0.00
01-200-5044	INTERNET SERVICES	1,620.00	1,800.00	134.85	0.00	524.67 269.70 14.98
01-300-4010	MAINTENANCE SALARIES	14,832.00	14,666.00	1,133.49	439.53	3,219.50 2,760.22 18.82
01-300-4011	OVERTIME	500.00	600.00	18.16	33.16	388.65 275.23 45.87
01-300-4019	MERIT-VACATION BUY BACK	25.00	0.00	0.00	0.00	0.00 0.00 0.00
01-300-4028	EMPLOYEE BENEFITS-MEDICAL	4,550.00	3,568.00	369.09	326.62	684.86 580.13 16.26
01-300-4029	EMPLOYEE BENEFITS-DENTAL	300.00	262.00	24.87	23.44	45.68 41.36 15.79
01-300-4031	FICA & MEDICARE EMPLOYER	1,175.00	1,122.00	83.07	34.41	273.81 222.65 19.84
01-300-4032	IMRF-EMPLOYER	1,643.00	1,053.00	123.24	33.94	403.86 217.93 20.70
01-300-5046	OUTSIDE MAINT-TRAIN STATION	3,540.00	4,200.00	195.98	0.00	671.96 480.48 11.44
01-300-5047	OUTSIDE MAINT SERVICES-PW	7,250.00	5,600.00	380.90	410.90	756.90 410.90 7.34
01-300-5048	OUTSIDE MAINT SERVICE-VIL HALL	16,700.00	16,500.00	965.00	0.00	3,960.00 4,745.00 28.76
01-300-6023	JANITORIAL SUPPLIES	2,700.00	1,800.00	0.00	49.66	339.22 481.29 26.74
01-300-6024	BLDG REPAIRS-TRAIN STATION	0.00	500.00	0.00	0.00	15.73 0.00 0.00
01-300-6025	BLDG REPAIRS-VILLAGE HALL	9,500.00	5,500.00	0.00	0.00	53.56 0.00 0.00
01-300-6026	BLDG REPAIRS-PUBLIC WORKS	6,000.00	5,000.00	25.24	0.00	262.80 212.09 4.24
01-300-6027	MAINT & CONSTRUCTION SUPPLIES	2,000.00	2,000.00	273.03	320.10	273.03 596.85 29.84

PERIOD ENDING 03/31/2022
% Fiscal Year Completed: 24.66
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED
		2021 AMENDED BUDGET	2022 AMENDED BUDGET			
Fund 01 - GENERAL FUND						
01-300-6028	HEATING, ELECT & WATER UTIL	3,500.00	3,000.00	0.00	0.00	0.00
01-400-4010	REGULAR SALARIES	180,059.00	197,064.00	17,085.70	6,402.37	46,607.92
01-400-4011	OVER TIME SALARIES	6,500.00	6,700.00	236.13	344.99	5,052.77
01-400-4019	MERIT-VACATION BUY BACK	260.00	0.00	0.00	0.00	0.00
01-400-4028	EMPLOYEE BENEFITS-MEDICAL	51,708.00	37,110.00	4,990.49	3,625.40	9,280.23
01-400-4029	EMPLOYEE BENEFITS-DENTAL	3,286.00	2,723.00	338.38	258.31	621.48
01-400-4030	EMPLOYEE BENEFITS-LIFE	552.00	371.00	24.34	0.00	97.36
01-400-4031	FICA & MEDICARE EMPLOYER	13,527.00	13,634.00	1,254.71	494.74	3,925.71
01-400-4032	IMRF EMPLOYER	18,920.00	12,796.00	1,740.42	484.50	5,665.36
01-400-4033	UNEMPLOYMENT EMPLOYER	319.00	350.00	223.44	0.00	223.44
01-400-5001	MAINTENANCE OF OFFICE EQUIP	150.00	0.00	0.00	0.00	0.00
01-400-5041	TELEPHONE	850.00	900.00	68.49	0.00	208.48
01-400-5042	CELLULAR PHONE SERVICE	1,250.00	1,500.00	189.73	0.00	324.16
01-400-5048	OUTSIDE MAINTENANCE SERVICE	28,000.00	31,000.00	1,050.00	0.00	2,067.98
01-400-5091	DUES, MEMBERSHIP & SUBSCRIPTION	400.00	660.00	12.50	0.00	296.50
01-400-5093	PROF SERVICE-FINANCE	2,045.00	2,042.00	0.00	0.00	0.00
01-400-5178	REPAIR/MAINT VEHICLES & EQUIP	16,750.00	7,500.00	3,035.55	1,435.13	5,221.34
01-400-5184	SIGNS-TRAFFIC & STREETS	750.00	1,250.00	477.80	0.00	477.80
01-400-5346	EQUIPMENT RENTAL	2,000.00	4,000.00	0.00	0.00	0.00
01-400-6024	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00
01-400-6025	OTHER SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00
01-400-6027	MAINT & CONSTRUCTION SUPPLIES	9,000.00	9,000.00	356.91	0.00	643.66
01-400-6028	HEATING, ELECT & WATER UTIL	1,400.00	1,500.00	149.80	0.00	371.93
01-400-6029	UNIFORMS	2,300.00	2,300.00	260.85	196.08	638.80
01-400-6036	SAFETY EQUIPMENT	800.00	500.00	0.00	0.00	141.99
01-400-6038	SNOW REMOVAL SUPPLIES	38,000.00	25,000.00	9,112.39	0.00	27,383.19
01-400-7002	FUEL	6,000.00	6,000.00	1,900.21	1,118.89	2,654.02
01-400-7003	RECRUITMENT & TRAINING	1,000.00	1,000.00	37.00	0.00	377.00
01-400-7005	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	380.00	0.00
01-400-8002	MACHINERY & EQUIPMENT	0.00	750.00	0.00	0.00	0.00
01-400-8003	COMPUTER SOFTWARE	1,297.00	1,500.00	0.00	0.00	0.00
01-500-4010	REGULAR SALARIES	27,846.00	29,966.00	2,298.63	1,232.17	6,555.31
01-500-4019	MERIT-VACATION BUY BACK	100.00	0.00	0.00	0.00	30.00
01-500-4028	EMPLOYEE BENEFITS-MEDICAL	5,699.00	3,722.00	391.90	598.32	741.28
01-500-4029	EMPLOYEE BENEFITS-DENTAL	245.00	238.00	20.42	23.78	37.57
01-500-4031	FICA & MEDICARE EMPLOYER	2,138.00	2,294.00	171.84	92.22	516.72
01-500-4032	IMRF EMPLOYER	2,991.00	2,152.00	245.96	88.48	739.37
01-500-5093	PROF SERVICE-FINANCE	2,045.00	2,042.00	0.00	0.00	0.00
01-500-5663	WASTE DUMPING CHARGE	38,300.00	42,000.00	0.00	6,913.77	9,217.92
01-500-5664	LEAF PICKUP	12,000.00	12,500.00	0.00	0.00	0.00
01-600-5091	DUES & SUBSCRIPTIONS	1,150.00	575.00	0.00	0.00	0.00
01-600-5092	PROFESSIONAL SERVICES	250.00	2,400.00	0.00	58.13	0.00
01-600-5766	WINTER TREE TRIMMING	14,000.00	14,000.00	0.00	0.00	13,249.90
01-600-5767	TREE REMOVAL & TRIMMING	21,000.00	23,000.00	2,850.00	2,418.00	3,705.00
01-600-5768	TREE PLANTING PROGRAM	10,000.00	16,000.00	0.00	0.00	0.00
01-600-6027	MAINT & CONSTRUCTION SUPPLIES	1,000.00	1,000.00	0.00	5.93	0.00
01-700-4010	REGULAR SALARIES	14,832.00	14,666.00	1,133.57	439.56	3,219.74
01-700-4011	OVERTIME SALARIES	500.00	500.00	18.17	33.19	388.72
01-700-4019	MERIT-VACATION BUY BACK	25.00	500.00	0.00	0.00	0.00
01-700-4028	EMPLOYEE BENEFITS-MEDICAL	4,550.00	3,568.00	369.09	326.61	684.87
01-700-4029	EMPLOYEE BENEFITS-DENTAL	299.00	262.00	24.85	23.43	45.64
01-700-4031	FICA & MEDICARE EMPLOYER	1,175.00	1,160.00	83.09	34.41	273.84
01-700-4032	IMRF EMPLOYER	1,643.00	1,089.00	123.25	33.94	403.88
01-700-5048	OUTSIDE MAINTENANCE SERVICE	4,500.00	4,500.00	0.00	616.78	0.00
01-700-5178	REPAIR/MAINT VEHICLES & EQUIP	1,000.00	2,000.00	2,429.63	0.00	2,803.36

PERIOD ENDING 03/31/2022
% Fiscal Year Completed: 24.66
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED
		2021 AMENDED BUDGET	2022 AMENDED BUDGET			
Fund 01 - GENERAL FUND						
01-700-5346	EQUIPMENT RENTAL	500.00	1,000.00	0.00	0.00	0.00
01-700-6025	OTHER SUPPLIES	4,000.00	4,000.00	0.00	56.69	264.01
01-700-6028	HEATING, ELECT & WATER UTIL	7,500.00	7,500.00	659.86	0.00	1,818.48
01-700-7002	FUEL	350.00	500.00	110.98	65.35	155.01
01-700-8015	CABLING, POSTS & LANTERNS	2,000.00	2,000.00	0.00	432.50	0.00
01-800-3402	BEACH FEES	35,000.00	43,000.00	245.00	0.00	245.00
01-800-4021	PART TIME SALARIES	25,000.00	35,000.00	0.00	0.00	0.00
01-800-4031	FICA & MEDICARE EMPLOYER	2,696.00	2,695.00	0.00	0.00	0.00
01-800-4033	UNEMPLOYMENT EMPLOYER	325.00	325.00	227.64	0.00	227.64
01-800-5036	PRINTING & PUBLISHING	750.00	726.00	690.00	0.00	690.00
01-800-5041	TELEPHONE	680.00	795.00	57.26	0.00	177.90
01-800-5051	MISCELLANEOUS SERVICES	3,000.00	653.00	0.00	0.00	0.00
01-800-5054	LABORATORY SERVICES	900.00	1,200.00	0.00	0.00	0.00
01-800-5346	EQUIPMENT RENTAL	1,000.00	500.00	0.00	0.00	0.00
01-800-6025	OTHER SUPPLIES	1,000.00	1,547.00	0.00	0.00	0.00
01-800-7003	RECRUITMENT & TRAINING	400.00	179.00	0.00	0.00	0.00
01-800-8002	MACHINERY & EQUIPMENT	700.00	750.00	0.00	0.00	0.00
01-800-8007	FACILITY IMPROVE & ALTERATIONS	2,350.00	4,200.00	0.00	0.00	0.00
01-900-4010	REGULAR SALARIES	843,605.00	848,653.00	63,054.07	33,089.75	182,279.04
01-900-4011	OVERTIME SALARIES	45,000.00	45,000.00	3,895.84	1,243.03	10,206.92
01-900-4019	MERIT-VACATION BUY BACK	5,000.00	5,400.00	0.00	0.00	2,300.00
01-900-4021	PART TIME SALARIES	110,765.00	108,871.00	8,446.80	2,928.06	27,314.88
01-900-4023	AUTO ALLOWANCE	4,800.00	4,800.00	0.00	200.00	0.00
01-900-4028	EMPLOYEE BENEFITS-MEDICAL	195,019.00	197,192.00	16,250.38	17,846.06	30,425.34
01-900-4029	EMPLOYEE BENEFITS-DENTAL	13,042.00	12,477.00	1,032.72	1,059.92	1,904.37
01-900-4030	EMPLOYEE BENEFITS-LIFE	1,596.00	1,092.00	125.09	0.00	500.36
01-900-4031	FICA & MEDICARE EMPLOYER	29,522.00	29,503.00	2,149.70	1,005.68	6,785.61
01-900-4032	IMRF EMPLOYER	5,186.00	3,548.00	403.62	131.94	1,178.32
01-900-4033	UNEMPLOYMENT EMPLOYER	1,305.00	1,417.00	914.08	0.00	914.08
01-900-4050	TRANSFER OF LEVY FUNDS-POLPEN	760,000.00	780,000.00	219,340.59	0.00	305,138.96
01-900-4051	TRANS TO POLPEN-EXTRA	75,000.00	0.00	0.00	0.00	0.00
01-900-5001	MAINT OF OFFICE EQUIPMENT	100.00	100.00	0.00	0.00	0.00
01-900-5036	PRINTING AND PUBLISHING	500.00	1,000.00	0.00	0.00	0.00
01-900-5041	TELEPHONE	3,600.00	2,100.00	0.00	0.00	335.34
01-900-5042	CELLULAR PHONE SERVICE	3,360.00	3,600.00	244.44	267.35	693.49
01-900-5048	OUTSIDE MAINTENANCE SERVICES	2,600.00	1,100.00	0.00	0.00	0.00
01-900-5053	CRIMINAL JUSTICE CONNECTIVITY	3,800.00	3,800.00	462.70	187.08	694.05
01-900-5054	RADIO SYSTEM AIR TIME	5,520.00	5,800.00	460.00	460.00	1,380.00
01-900-5071	POSTAGE	400.00	200.00	0.00	0.00	0.00
01-900-5091	DUES, MEMBERSHIPS & SUBSCRIPT	9,920.00	9,655.00	5,324.40	190.96	6,832.80
01-900-5093	MUNICIPAL PARTNERSHIPS	22,010.00	22,467.00	5,805.00	0.00	6,205.00
01-900-5095	PROFESSIONAL SERVICES-DISPATCH	191,304.00	199,830.00	0.00	0.00	46,631.00
01-900-5177	REPAIR/MAINT COMPUTER EQUIP	500.00	500.00	0.00	0.00	0.00
01-900-5178	REPAIR/MAINT VEHICLES & EQUIP	8,200.00	6,500.00	360.66	0.00	720.61
01-900-6024	OFFICE SUPPLIES	2,200.00	2,200.00	0.00	0.00	113.76
01-900-6025	OTHER SUPPLIES	7,500.00	6,800.00	53.95	53.95	616.16
01-900-6029	UNIFORMS-PERSON PROTECT EQUIP	7,700.00	7,700.00	250.00	269.00	431.87
01-900-7001	AUTO ALLOWANCE	0.00	0.00	400.00	0.00	1,200.00
01-900-7002	FUEL	11,000.00	11,000.00	1,497.05	1,262.55	2,387.26
01-900-7003	RECRUITMENT & TRAINING	8,788.00	8,938.00	0.00	122.24	0.00
01-900-7004	COMMUNITY SERVICE	3,000.00	3,000.00	0.00	0.00	0.00
01-900-7005	MISCELLANEOUS EXPENSE	62,750.00	3,700.00	0.00	0.00	0.00
01-900-7006	MEETINGS & CONFERENCES	400.00	400.00	0.00	0.00	0.00
01-900-8001	OFFICE FURNITURE	500.00	500.00	0.00	0.00	0.00
01-900-8002	MACHINERY & EQUIPMENT	7,300.00	500.00	6,789.35	0.00	6,789.35

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022
% Fiscal Year Completed: 24.66
MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND
REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	2021		2022		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	03/31/21	03/31/22	03/31/2021	03/31/2022	USED
Fund 01 - GENERAL FUND										
01-900-8003	SOFTWARE	1,297.00	1,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-900-8004	COMPUTER EQUIPMENT	500.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-950-4010	REGULAR SALARIES	14,307.00	14,306.00	1,153.48	576.72	3,398.85	2,993.66	20.93		
01-950-4028	EMPLOYEE BENEFITS-MEDICAL	2,674.00	2,705.00	223.93	244.77	420.62	440.24	16.28		
01-950-4029	EMPLOYEE BENEFITS-DENTAL	180.00	171.00	15.04	15.37	27.91	27.62	16.15		
01-950-4031	MEDICARE	208.00	207.00	16.24	8.11	50.16	42.13	20.35		
01-950-5051	MISCELLANEOUS SERVICES	0.00	1,350.00	84.11	80.81	101.33	214.16	15.86		
01-950-5156	FIRE PROTECTION	533,350.00	531,069.00	0.00	0.00	265,534.66	265,534.66	50.00		
Fund 01 - GENERAL FUND:										
TOTAL REVENUES		4,965,024.00	4,592,019.00	1,104,227.89	51,253.56	1,708,829.73	990,262.33	21.56		
TOTAL EXPENDITURES		4,846,791.00	4,581,045.00	453,822.26	127,144.80	1,328,161.68	1,067,537.77	23.30		
NET OF REVENUES & EXPENDITURES		118,233.00	10,974.00	650,405.63	(75,891.24)	380,668.05	(77,275.44)	704.17		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		ACTIVITY FOR	YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED	
		2021 AMENDED BUDGET	2022 AMENDED BUDGET	MONTH 03/31/21				MONTH 03/31/22
Fund 02 - SEWER SERVICE FUND								
02-100-3430	SEWER CHARGES	115,000.00	91,000.00	6,658.42	6,157.71	16,287.93	18,934.01	20.81
02-100-3701	INTEREST INCOME	800.00	300.00	35.48	0.00	142.76	62.84	20.95
02-100-3989	OTHER INCOME	0.00	208.00	0.00	0.00	0.00	100.00	48.08
02-100-4010	REGULAR SALARIES	38,561.00	38,132.00	0.00	1,142.79	0.00	7,176.76	18.82
02-100-4011	OVERTIME SALARIES	0.00	0.00	0.00	86.26	0.00	715.66	100.00
02-100-4019	MERIT-VACATION BUY BACK	65.00	390.00	0.00	0.00	0.00	0.00	0.00
02-100-4028	EMPLOYEE BENEFITS-MEDICAL	11,830.00	9,278.00	0.00	842.95	0.00	596.07	6.42
02-100-4029	EMPLOYEE BENEFITS-DENTAL	664.00	574.00	0.00	60.93	0.00	107.47	18.72
02-100-4030	EMPLOYEE BENEFITS-LIFE	72.00	48.00	0.00	0.00	0.00	0.00	0.00
02-100-4031	FICA & MEDICARE-EMPLOYER	2,950.00	2,917.00	0.00	89.48	0.00	578.98	19.85
02-100-4032	IMRF-EMPLOYER	4,126.00	2,738.00	0.00	88.23	0.00	566.66	20.70
02-100-4033	UNEMPLOYMENT-EMPLOYER	41.00	45.00	0.00	0.00	0.00	0.00	0.00
02-100-5048	OUTSIDE MAINTENANCE SERVICES	19,000.00	18,000.00	0.00	0.00	0.00	0.00	0.00
02-100-5178	REPAIR/MAINT VEHICLES & EQUIP	4,500.00	1,500.00	0.00	0.00	0.00	0.00	0.00
02-100-6027	MAINT & CONSTRUCTION SUPPLIES	2,800.00	1,050.00	124.00	0.00	124.00	0.00	0.00
02-100-7050	PERMIT FEE	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00
02-100-8003	SOFTWARE	3,891.00	4,000.00	0.00	0.00	0.00	0.00	0.00
02-100-8012	SEWER REPAIRS	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00
<hr/>								
Fund 02 - SEWER SERVICE FUND:								
TOTAL REVENUES		115,800.00	91,508.00	6,693.90	6,157.71	16,430.69	19,096.85	20.87
TOTAL EXPENDITURES		92,500.00	82,672.00	124.00	2,310.64	124.00	9,741.60	11.78
NET OF REVENUES & EXPENDITURES		23,300.00	8,836.00	6,569.90	3,847.07	16,306.69	9,355.25	105.88

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	2021		2022		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	03/31/21	03/31/22	03/31/2021	03/31/2022	USED
Fund 06 - MFT FUND										
06-100-3701	INTEREST INCOME	650.00	500.00			62.25	0.00	266.58	91.54	18.31
06-100-3801	MFT ALLOTMENTS	149,706.00	134,535.00			34,469.79	0.00	50,083.59	17,893.47	13.30
06-100-5322	ENGINEERING SERVICES	80,309.00	0.00			0.00	0.00	0.00	0.00	0.00
06-100-5323	ENGINEERING REIMBURSE BY STATE	(76,283.00)	0.00			0.00	0.00	0.00	0.00	0.00
06-100-8007	ROAD PROJECTS	302,734.00	351,281.00			(21,689.78)	0.00	21,689.78	0.00	0.00
Fund 06 - MFT FUND:										
TOTAL REVENUES		150,356.00	135,035.00			34,532.04	0.00	50,350.17	17,985.01	13.32
TOTAL EXPENDITURES		306,760.00	351,281.00			(21,689.78)	0.00	21,689.78	0.00	0.00
NET OF REVENUES & EXPENDITURES		(156,404.00)	(216,246.00)			56,221.82	0.00	28,660.39	17,985.01	8.32

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	2021		2022		YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED
		AMENDED BUDGET	AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21	ACTIVITY FOR MONTH 03/31/22			
Fund 14 - TAX INCREMENT FINANCING								
14-100-3001	CURRENT TAX LEVY	137,000.00	130,000.00	40,218.90	0.00	47,567.20	16,710.56	12.85
14-100-3701	INTEREST INCOME	180.00	150.00	12.90	0.00	51.09	41.47	27.65
14-100-5092	PROFESSIONAL SERVICES	(10,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
14-100-5096	PROF SERVICES-PLANNING	10,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00
<hr/>								
Fund 14 - TAX INCREMENT FINANCING:								
TOTAL REVENUES		137,180.00	130,150.00	40,231.80	0.00	47,618.29	16,752.03	12.87
TOTAL EXPENDITURES		0.00	30,000.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		137,180.00	100,150.00	40,231.80	0.00	47,618.29	16,752.03	16.73

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		ACTIVITY FOR		YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED
		2021 AMENDED BUDGET	2022 AMENDED BUDGET	MONTH 03/31/21	MONTH 03/31/22			
Fund 23 - KW 2023 CAPTIAL PROJECTS FUND								
23-100-3100	BOND PROCEEDS	390,000.00	390,000.00	0.00	7,560,049.22	0.00	7,560,049.22	1,938.47
23-100-3701	INTEREST INCOME	5,000.00	1,500.00	114.57	0.00	481.95	225.71	15.05
23-100-5026	ADMINISTRATIVE BOND EXPENSES	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00
23-100-5036	PRINTING & PUBLISHING	0.00	2,500.00	0.00	0.00	818.93	0.00	0.00
23-100-5071	POSTAGE	0.00	200.00	0.00	0.00	0.00	0.00	0.00
23-100-7005	MISCELLANEOUS EXPENSE	0.00	2,168.00	0.00	0.00	0.00	78.00	3.60
23-200-5024	LEGAL FEES KW2023	0.00	0.00	0.00	0.00	0.00	672.00	100.00
23-400-5322	ENGINEERING SERV-STREETS	0.00	125,000.00	0.00	0.00	0.00	0.00	0.00
23-400-7005	MISCELLANEOUS EXPENSE	65,000.00	0.00	34.00	0.00	68.00	0.00	0.00
23-400-8008	ROAD PROJECTS	0.00	1,800,000.00	0.00	0.00	0.00	0.00	0.00
23-935-5322	ENGINEERING-WATER	0.00	175,000.00	0.00	0.00	0.00	0.00	0.00
23-935-8008	ROAD PROJECTS	0.00	2,520,000.00	0.00	0.00	0.00	0.00	0.00
23-992-5322	ENGINEERING SERV-SEWER	100,000.00	200,000.00	8,249.02	0.00	8,249.02	0.00	0.00
23-992-8014	STORM SEWER IMPROVEMENTS	0.00	2,880,000.00	0.00	0.00	0.00	0.00	0.00
<hr/>								
Fund 23 - KW 2023 CAPTIAL PROJECTS FUND:								
TOTAL REVENUES		395,000.00	391,500.00	114.57	7,560,049.22	481.95	7,560,274.93	1,931.10
TOTAL EXPENDITURES		165,000.00	7,709,868.00	8,283.02	0.00	9,135.95	750.00	0.01
NET OF REVENUES & EXPENDITURES		230,000.00	(7,318,368.00)	(8,168.45)	7,560,049.22	(8,654.00)	7,559,524.93	103.30

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	2021		2022		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	MONTH	MONTH	03/31/21	03/31/22	03/31/2021	03/31/2022	USED
Fund 26 - 2007 GO REFUNDING BONDS ('99)										
26-100-3003	PROPERTY TAX-ANNUAL CAP BOND	1,000,000.00	990,000.00	296,479.61	0.00	412,355.33	209,617.59	21.17		
26-100-3004	PROPERTY TAX-2023 CAP BOND	685,688.00	691,050.00	204,018.95	0.00	283,757.47	144,245.88	20.87		
26-100-3701	INTEREST	700.00	650.00	34.23	0.00	81.55	20.02	3.08		
26-100-5026	ADMINISTRATIVE BOND EXPENSES	512.00	550.00	0.00	0.00	0.00	0.00	0.00		
26-100-7302	BOND PRINCIPAL-CAPITAL BOND	990,000.00	990,000.00	0.00	0.00	0.00	0.00	0.00		
26-100-7303	BOND PRINCIPAL-10 YR CAPITAL	425,000.00	440,000.00	0.00	0.00	0.00	0.00	0.00		
26-100-7312	BOND INTEREST-CAPITAL BOND	7,500.00	8,000.00	0.00	0.00	0.00	0.00	0.00		
26-100-7313	BOND INT-10 YR CAP BOND	263,800.00	251,050.00	0.00	0.00	0.00	0.00	0.00		
<hr/>										
Fund 26 - 2007 GO REFUNDING BONDS ('99):										
TOTAL REVENUES		1,686,388.00	1,681,700.00	500,532.79	0.00	696,194.35	353,883.49	21.04		
TOTAL EXPENDITURES		1,686,812.00	1,689,600.00	0.00	0.00	0.00	0.00	0.00		
NET OF REVENUES & EXPENDITURES		(424.00)	(7,900.00)	500,532.79	0.00	696,194.35	353,883.49	4,479.54		

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		2021	2022	MONTH			
		AMENDED BUDGET	AMENDED BUDGET	03/31/21	03/31/2021	03/31/2022	USED
Fund 27 - ANNUAL REFUNDING BOND							
27-100-3100	BOND PROCEEDS	585,000.00	585,000.00	0.00	0.00	0.00	0.00
27-100-3602	FEDERAL GRANTS	165,000.00	168,200.00	0.00	0.00	0.00	0.00
27-100-3701	INTEREST	4,500.00	1,500.00	163.87	697.26	348.90	23.26
27-100-3990	TRANSFER OF FUNDS (IN)	250,000.00	0.00	0.00	0.00	0.00	0.00
27-100-8002	MACHINERY & EQUIPMENT	0.00	12,000.00	0.00	0.00	0.00	0.00
27-100-8003	SOFTWARE	0.00	12,800.00	0.00	0.00	0.00	0.00
27-100-8004	COMPUTER EQUIPMENT	35,500.00	15,600.00	0.00	10,459.99	10,459.99	67.05
27-100-8005	VEHICLES	0.00	38,000.00	0.00	0.00	0.00	0.00
27-300-8007	BLG IMPROVEMENTS & ALTERATIONS	5,250.00	47,000.00	0.00	0.00	0.00	0.00
27-400-5048	OUTSIDE SERVICE-ROAD STRIPE	0.00	12,000.00	0.00	0.00	0.00	0.00
27-400-5184	STREET SIGNS	500.00	500.00	0.00	0.00	0.00	0.00
27-400-5322	ENGINEERING SERV.-PUBLIC WORKS	9,250.00	9,300.00	0.00	0.00	0.00	0.00
27-400-8002	EQUIPMENT-STREET DEPT	750.00	500.00	0.00	0.00	0.00	0.00
27-400-8005	PUBLIC WORKS VEHICLES	60,000.00	0.00	0.00	171.69	59,990.00	100.00
27-400-8006	STREET & SIDEWALK IMPROVEMENT	39,500.00	30,000.00	17,128.50	17,128.50	0.00	0.00
27-400-8007	SIDEWALK 50/50 PROGRAM	26,000.00	26,000.00	0.00	0.00	0.00	0.00
27-400-8008	ROAD PROJECTS	20,000.00	0.00	0.00	0.00	0.00	0.00
27-600-5768	TREE PLANTING PROGRAM	20,000.00	0.00	0.00	0.00	0.00	0.00
27-700-8015	CABLING, POSTS, LANTERNS	7,000.00	6,000.00	0.00	1,946.52	0.00	0.00
27-900-8002	MACHINERY & EQUIPMENT	8,472.00	0.00	0.00	7,536.00	0.00	0.00
27-900-8004	COMPUTER EQUIPMENT	10,000.00	0.00	0.00	0.00	0.00	0.00
27-900-8005	POLICE VEHICLES	36,000.00	0.00	0.00	0.00	0.00	0.00
27-992-5322	ENGINEERING SERVICES-SEWER	9,250.00	9,250.00	0.00	225.00	0.00	0.00
27-992-8012	SEWER REPAIRS	0.00	130,000.00	0.00	0.00	0.00	0.00

Fund 27 - ANNUAL REFUNDING BOND:

TOTAL REVENUES	1,004,500.00	754,700.00	163.87	0.00	697.26	348.90	0.05
TOTAL EXPENDITURES	287,472.00	348,950.00	17,128.50	10,459.99	27,007.71	70,449.99	20.19
NET OF REVENUES & EXPENDITURES	717,028.00	405,750.00	(16,964.63)	(10,459.99)	(26,310.45)	(70,101.09)	17.28

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	ACTIVITY FOR		ACTIVITY FOR MONTH 03/31/21	ACTIVITY FOR MONTH 03/31/22	YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED
		2021 AMENDED BUDGET	2022 AMENDED BUDGET					
Fund 35 - WATER FUND								
35-100-3432	WATER SERVICE-METERED	845,000.00	700,000.00	48,844.57	44,500.75	121,254.72	137,923.71	19.70
35-100-3435	WATER IMPROVEMENT CHARGE	275,000.00	270,000.00	26,377.95	26,054.00	67,244.29	67,370.93	24.95
35-100-3701	INTEREST INCOME	5,000.00	1,000.00	116.04	0.00	451.75	150.95	15.10
35-100-3902	SALE OF WATER METERS	3,500.00	3,500.00	0.00	0.00	1,450.00	0.00	0.00
35-100-3903	BACKFLOW TESTING REBATE	850.00	850.00	0.00	0.00	9.00	9.00	1.06
35-100-3904	OTHER INCOME	0.00	1,200.00	0.00	0.00	700.00	0.00	0.00
35-100-4010	REGULAR SALARIES	149,043.00	163,091.00	12,197.68	5,888.46	34,071.11	32,305.65	19.81
35-100-4011	OVER TIME SALARIES	2,500.00	2,000.00	90.82	165.88	1,943.46	1,376.18	68.81
35-100-4019	MERIT-VACATION BUY BACK	8,000.00	8,000.00	0.00	0.00	75.01	0.00	0.00
35-100-4028	EMPLOYEE BENEFITS-MEDICAL	38,460.00	28,030.00	2,676.90	2,770.58	4,978.41	4,878.35	17.40
35-100-4029	EMPLOYEE BENEFITS-DENTAL	2,164.00	1,966.00	180.41	188.64	331.45	330.45	16.81
35-100-4030	EMPLOYEE BENEFITS-LIFE	277.00	206.00	9.61	0.00	38.44	18.60	9.03
35-100-4031	FICA & MEDICARE EMPLOYER	11,622.00	12,477.00	903.28	448.28	2,782.93	2,492.61	19.98
35-100-4032	IMRF EMPLOYER	16,255.00	11,710.00	1,277.18	434.68	4,006.07	2,418.32	20.65
35-100-4033	UNEMPLOYMENT EMPLOYER	147.00	171.00	102.97	0.00	102.97	0.00	0.00
35-100-5036	PRINTING & PUBLISHING	1,000.00	750.00	0.00	0.00	417.62	718.48	95.80
35-100-5041	TELEPHONE	700.00	750.00	60.76	0.00	178.89	140.82	18.78
35-100-5042	CELLULAR TELEPHONE SERVICE	1,770.00	1,250.00	70.17	70.39	74.38	140.83	11.27
35-100-5048	OUTSIDE MAINTENANCE SERVICE	7,000.00	7,028.00	924.80	0.00	924.80	0.00	0.00
35-100-5049	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	0.00	0.00	0.00	0.00
35-100-5051	MISCELLANEOUS SERVICES	2,750.00	900.00	0.00	0.00	0.00	0.00	0.00
35-100-5054	LABORATORY SERVICES	1,700.00	1,600.00	57.50	170.00	270.00	207.50	12.97
35-100-5071	POSTAGE	1,500.00	700.00	0.00	0.00	387.20	0.00	0.00
35-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	0.00	100.00	0.00	0.00	0.00	0.00	0.00
35-100-5092	PROFESSIONAL SERVICES	37,500.00	6,126.00	0.00	0.00	0.00	0.00	0.00
35-100-5093	PROF SERVICE-FINANCE	20,415.00	20,415.00	0.00	0.00	0.00	0.00	0.00
35-100-5100	PROFESSIONAL SERVICES-IT	14,718.00	0.00	0.00	909.61	0.00	2,217.32	100.00
35-100-5178	REPAIR/MAINT VEHICLES & EQUIP	1,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00
35-100-5322	ENGINEERING	0.00	0.00	0.00	0.00	1,700.00	0.00	0.00
35-100-5400	PURCHASE OF POTABLE WATER	230,000.00	220,000.00	11,344.77	9,766.43	11,344.77	19,783.10	8.99
35-100-6025	OTHER SUPPLIES	200.00	100.00	0.00	0.00	0.00	0.00	0.00
35-100-6027	MAINT & CONSTRUCTION SUPPLIES	5,000.00	1,500.00	0.00	0.00	0.00	0.00	0.00
35-100-6028	HEATING, ELECT & WATER UTIL	16,120.00	16,100.00	1,364.03	1,591.03	2,605.85	4,958.47	30.80
35-100-6029	UNIFORMS	700.00	500.00	0.00	0.00	0.00	0.00	0.00
35-100-6033	METER SUPPLIES	12,500.00	10,000.00	190.15	0.00	1,793.27	205.70	2.06
35-100-6034	VALVE MAINTENANCE	3,500.00	4,000.00	0.00	0.00	0.00	0.00	0.00
35-100-6036	SAFETY EQUIPMENT	500.00	500.00	0.00	0.00	0.00	0.00	0.00
35-100-6037	TOOLS	500.00	500.00	0.00	0.00	0.00	0.00	0.00
35-100-7002	FUEL	2,250.00	2,500.00	695.66	409.63	971.63	749.65	29.99
35-100-7003	RECRUITMENT & TRAINING	300.00	3,800.00	0.00	0.00	45.00	0.00	0.00
35-100-7301	BOND PRINCIPAL	200,000.00	205,000.00	0.00	0.00	0.00	0.00	0.00
35-100-7311	BOND INTEREST	69,300.00	63,300.00	0.00	0.00	0.00	0.00	0.00
35-100-7350	PAYING AGENT FEES	500.00	500.00	0.00	0.00	0.00	0.00	0.00
35-100-8002	MACHINERY & EQUIPMENT	4,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00
35-100-8003	SOFTWARE	7,466.00	11,907.00	0.00	0.00	0.00	0.00	0.00
35-100-8004	COMPUTER EQUIPMENT	0.00	70,000.00	0.00	0.00	0.00	0.00	0.00
35-100-8007	BULDING & GROUNDS	8,700.00	17,000.00	0.00	0.00	0.00	409.77	2.41
35-100-8008	CAPITAL OUTLAY	345,500.00	5,500.00	3,910.31	0.00	3,910.31	0.00	0.00
35-100-8009	WATER MAIN REPAIRS	45,000.00	45,000.00	17,684.85	0.00	21,606.61	4,749.00	10.55

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	2021		2022		ACTIVITY FOR	ACTIVITY FOR	YTD BALANCE	YTD BALANCE	% BDGT
		AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	AMENDED BUDGET	MONTH 03/31/21	MONTH 03/31/22	03/31/2021	03/31/2022	USED
Fund 35 - WATER FUND										
TOTAL REVENUES		1,129,350.00	976,550.00	75,338.56	70,554.75	191,109.76	205,454.59	21.04		
TOTAL EXPENDITURES		1,271,057.00	949,477.00	53,741.85	22,813.61	94,560.18	78,100.80	8.23		
NET OF REVENUES & EXPENDITURES		(141,707.00)	27,073.00	21,596.71	47,741.14	96,549.58	127,353.79	470.41		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF KENILWORTH

PERIOD ENDING 03/31/2022

% Fiscal Year Completed: 24.66

MONTHLY REPORT OF FINANCIAL ACTIVITY BY FUND

REVENUES AND EXPENSES BOOKED AS OF 03/17/2022

GL NUMBER	DESCRIPTION	2021		2022		YTD BALANCE 03/31/2021	YTD BALANCE 03/31/2022	% BDGT USED
		AMENDED BUDGET	AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21	ACTIVITY FOR MONTH 03/31/22			
Fund 99 - POLICE PENSION FUND								
99-100-3001	TRANSFER FROM OPERATING	760,000.00	770,000.00	219,340.59	0.00	305,138.96	155,508.22	20.20
99-100-3701	INTEREST INCOME	180,000.00	195,000.00	15,200.59	0.00	44,182.83	23,801.34	12.21
99-100-3705	REALIZED (GAIN) LOSS ON INVEST	75,000.00	0.00	340.36	0.00	599.87	(441.71)	100.00
99-100-3706	MISCELLANEOUS INCOME	100.00	100.00	0.00	0.00	0.00	0.00	0.00
99-100-3707	UNREALIZED GAIN/LOSS ON INVEST	0.00	0.00	103,175.83	0.00	159,136.59	(418,658.33)	100.00
99-100-3851	MEMBER CONTRIBUTIONS	69,700.00	70,500.00	5,409.13	0.00	16,352.82	11,065.25	15.70
99-100-5007	PENSION PAYMENTS	788,395.00	792,230.00	64,394.72	0.00	194,488.94	137,842.07	17.40
99-100-5021	AUDITING	3,300.00	3,090.00	0.00	0.00	0.00	0.00	0.00
99-100-5024	ACTUARY FEES	3,100.00	3,095.00	0.00	0.00	0.00	375.00	12.12
99-100-5051	INVESTMENT MANAGEMENT FEES	30,450.00	32,500.00	50.00	0.00	7,521.59	7,974.74	24.54
99-100-5091	DUES, MEMBERSHIPS & SUBSCRIPT	2,300.00	2,595.00	0.00	0.00	0.00	0.00	0.00
99-100-7003	RECRUITMENT & TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00
99-100-7005	MISCELLANOUS EXPENSE	1,500.00	5,530.00	12.40	0.00	23.28	272.38	4.93
<hr/>								
Fund 99 - POLICE PENSION FUND:								
TOTAL REVENUES		1,084,800.00	1,035,600.00	343,466.50	0.00	525,411.07	(228,725.23)	22.09
TOTAL EXPENDITURES		831,545.00	841,540.00	64,457.12	0.00	202,033.81	146,464.19	17.40
NET OF REVENUES & EXPENDITURES		253,255.00	194,060.00	279,009.38	0.00	323,377.26	(375,189.42)	193.34
<hr/>								
TOTAL REVENUES - ALL FUNDS		10,668,398.00	9,788,762.00	2,105,301.92	7,688,015.24	3,237,123.27	8,935,332.90	91.28
TOTAL EXPENDITURES - ALL FUNDS		9,487,937.00	16,584,433.00	575,866.97	162,729.04	1,682,713.11	1,373,044.35	8.28
NET OF REVENUES & EXPENDITURES		1,180,461.00	(6,795,671.00)	1,529,434.95	7,525,286.20	1,554,410.16	7,562,288.55	111.28

Monthly Report

REPORT DATE: March 16, 2022
TO: Trustee Tim Ransford
FROM: Chief David Miller
SUBJECT: Activity Report for February 2022



Activity Summary:

The Police Department handled 1153 Calls for Service in the month of February. 1 Part I offense was reported last month including: 1 Burglary (Arrest Made). 3 Part II offenses were reported last month including: 1 Harassment, 1 Identity Theft and 1 Trespassing.

In addition, the Police Department handled 10 Burglar Alarms, 2 Animal Complaints, Aided Outside Police Agencies on 7 occasions, 11 Fire and Ambulance Calls, 6 Well Being Checks, 11 Citizen Assists, found 13 Open Doors (businesses, vehicles and garages), 155 Extra Watches, 5 Lock Outs (Home, Auto), 1 Motorist Assist, 1 Noise Complaint, 474 Premise Checks, 6 Suspicious Circumstances, 147 Traffic Details and 4 Non-Injury Traffic Crashes.

Public Safety Committee Meeting Held March 16, 2022 6 p.m.

- *Automated License Plate Recognition (ALPR) Second Quarter Audit* – The community was provided the agenda for the meeting by way of email alert and NextDoor post. A presentation concerning the Second Quarter ALPR technology audit was provided at the meeting.
- *2022 Beach Safety Planning* – A discussion took place regarding safety considerations for the upcoming beach season.

Burglary Arrest

On February 9, 2022 at 10:21 p.m. an unknown subject entered the attached garage of a home, through an unlocked door, in the 500 block of Greenwood. Once inside, the offender entered an unlocked vehicle inside the garage and took a purse. The investigation into the Burglary resulted in the identification of the offender. The juvenile was petitioned to juvenile court for the Burglary offense as well as possession of a credit card not belonging to him.

Burglar and Fire Alarm Permit Renewals

Chapter 90 of the Kenilworth Municipal Code requires all buildings equipped with a burglar or fire alarm to obtain a permit for the alarm and to pay an installation fee (\$50) or an annual renewal fee (\$25). The mass notification went out on 12/8/21. As of 3/15/2022, 218 renewals were returned with payment for processing along with 4 new permits.

Public Safety Email Alerts for the Month:

02/02/2022: No Parking Snow Event
 02/10/2022: Crime Alert
 02/14/2022: Update to Crime Alert
 02/16/2022: No Parking Snow Event

Kenilworth Police Department

Monthly Report

Feburary

PART 1 OFFENSES	2022		2021	2020
	MTD	YTD	YEAR TOTAL	YEAR TOTAL
ARSON	0	0	0	0
ASSAULT - AGGRAVATED	0	0	0	0
AUTO THEFT	0	0	2	2
BATTERY - AGGRAVATED	0	0	0	0
BURGLARY	1	1	0	0
BURGLARY - MOTOR VEHICLE	0	0	0	1
BURGLARY - RESIDENTIAL	0	0	0	2
CRIMINAL SEXUAL ASSAULT	0	0	0	1
HOMICIDE	0	0	0	0
ROBBERY - ARMED	0	0	0	0
ROBBERY	0	0	0	0
THEFT OVER \$500	0	0	3	6
THEFT \$500 AND UNDER	0	0	16	15
<i>TOTAL PART 1 OFFENSES</i>	<i>1</i>	<i>1</i>	<i>21</i>	<i>27</i>

PART 2 OFFENSES	2022		2021	2020
	MTD	YTD	YEAR TOTAL	YEAR TOTAL
ASSAULT	0	0	0	0
BATTERY	0	0	0	0
CRIMINAL DAMAGE	0	1	10	5
COUNTERFEITING	0	0	0	0
CREDIT CARD FRAUD	0	0	0	1
DECEPTIVE PRACTICES	0	0	0	2
DISORDERLY CONDUCT	0	0	3	0
DOMESTIC BATTERY	0	0	0	0
FORGERY	0	0	0	0
FRAUD	0	1	0	0
HARASSMENT	1	1	6	1
IDENTITY THEFT	1	4	48	83
NARCOTICS	0	0	1	3
OBSTRUCTING POLICE	0	0	0	0
POSSESSION OR USE OF ALCOHOL	0	0	0	0
PUBLIC INDECENCY	0	0	0	0
SEX OFFENSES	0	0	0	0
TRAFFIC - DRIVING UNDER THE INFLUENCE	0	0	0	2
TRAFFIC - FLEEING AND ELUDING	0	0	0	0
TRAFFIC - RECKLESS DRIVING	0	0	0	0
TRAFFIC - SUSPENDED OR REVOKED DL	0	0	0	0
TRAFFIC - OTHER ARREST	0	0	0	0
TRAFFIC - UNLICENSED DRIVING	0	0	0	1
TRESPASSING	1	1	2	10
WEAPONS	0	0	0	0
<i>TOTAL PART 2 OFFENSES</i>	<i>3</i>	<i>8</i>	<i>70</i>	<i>108</i>

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

Type	2022		2021	2020
	MTD	YTD	TOTAL	TOTAL
911 Call Investigation	0	1	3	9
Abandoned Veh	0	0	1	1
Accident	0	0	0	0
Accident Delayed	0	0	0	0
Accident PD	4	6	35	23
Accident PI	0	1	3	0
Accident PP	0	0	0	0
Accident Property Damage	0	0	0	1
Accident- Train	0	0	0	0
Accident Unk	0	0	0	0
Accident With Injuries	0	0	0	0
Accidental Damage to Property	0	0	5	1
Accident-Fatal	0	0	0	0
Accident-Hit and Run PDO	1	3	3	8
Accident-Hit Run PI	0	0	0	0
Accident-PD Village Vehicle	0	0	0	1
Admin Duties	0	0	6	5
Aggravated Battery-Senior Cit	0	0	0	0
Alarm	0	0	0	0
Alarm Bank	0	0	0	0
Alarm Burglar	0	0	0	0
Alarm Business	2	3	32	17
Alarm Fire	0	0	0	0
Alarm Medical	0	0	0	0
Alarm Residential	8	15	107	106
Alarm Trouble	0	0	0	0
Alcohol Compliance Check	0	0	0	0
Alcohol Park/School Zones	0	0	0	0
Alcohol- Social Hosting	0	0	0	0
Ambulance	0	0	0	0
Ambulance Assist	4	15	75	73
Animal - Carcass	0	0	4	6
Animal Bite	0	0	2	3
Animal Bites / Attacks	0	0	0	0
Animal Complaint	1	5	40	45
Animal Found	1	1	10	10
Animal Lost	0	0	1	3
Animal Running at Large	0	0	0	0

Kenilworth Police Department

Monthly Report

February

Calls For Service Types

Type	2022		2021	2020
	MTD	YTD	TOTAL	TOTAL
APERN Test	0	0	0	0
Armed Robbery	0	0	0	0
Arson	0	0	0	0
Assault	0	0	0	0
Assist Central Campus	0	0	0	0
Assist Fire	7	14	119	96
Assist Motorist	0	0	0	0
Assist Other Agency	7	13	123	126
Assist PW	3	5	69	43
Assist Village	0	1	15	7
Attempted Kidnapping	0	0	0	0
Attempted Suicide	0	0	0	0
Automatic door opener - not gara	0	0	0	0
Automatic Fire Alarm	0	0	0	0
Bar Check	0	0	0	0
Barking Dog	0	0	3	7
Battery	0	0	0	1
Bicycle Donation	0	0	0	0
Bicycle Registration	0	0	0	8
Bike Patrol	0	0	0	2
Bomb Threat	0	0	0	0
Bond Hearing	0	0	0	1
Burglary	1	1	0	0
Burglary Attempt	0	0	0	0
Burglary Business	0	0	1	0
Burglary Residential	0	0	0	2
Burglary to Vehicle	0	0	0	1
Business Assist	0	0	2	1
Business Check	0	0	1	0
Cab Chauffeurs Insp/Licensing	0	0	0	0
Cell 911 Investigation	3	5	7	20
Check Well Being	6	16	57	77
Child Abuse/Molestation	0	0	0	0
Child Custody Exchange	0	0	1	0
Child Seat	0	0	2	2
Citizen Assist	11	16	160	133
Civil Matter	0	0	2	3
Clergy Fund	0	0	11	4

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

Type	2022		2021	2020
	MTD	YTD	TOTAL	TOTAL
Clothes iron	0	0	0	0
Clothes steamer	0	0	0	0
CO Detector	0	0	0	0
Community Relations Activity	0	0	44	61
Commuter Parking Enforcement	0	0	0	0
Condition Notification	0	0	7	12
Condition Reports	0	0	0	0
Controlled Substance	0	0	0	0
Counterfeiting	0	0	0	0
Court	0	0	0	0
CPN Disp of Property	0	0	0	0
CPN Open Door Business	9	23	133	110
CPN Open Door Vehicle	0	0	8	14
CPN Open Garage Door	4	7	64	109
Credit Card Fraud	0	0	0	1
Crim Trespass	0	0	0	0
Crime Prevention Detail	0	0	0	0
Crime Prevention Report	0	0	0	0
Crime Risk Alert	0	1	2	4
Criminal Damage	0	1	6	3
Criminal Defacement	0	0	5	2
Curfew	0	0	1	2
Damage to Property No Intent	0	0	1	0
Damage to Village Property	0	1	2	2
Dare Presentation	0	0	0	0
Death Investigation	0	0	2	0
Deceptive Practices	0	0	0	0
Deer Sighting	0	0	0	0
Detail	13	45	363	310
Directed Patrol	0	0	0	0
Directing Traffic	0	0	0	0
Disorderly Conduct	0	0	4	2
Dispute	0	0	5	12
Disturbance	0	0	1	1
Domestic	0	1	6	13
Drag Racing	0	0	0	0
Driving Complaint	3	3	17	20
Drug Law Violation	0	0	1	4

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

2022

2021

2020

Type	MTD	YTD
Drug Overdose	0	0
Drug Paraphernalia	0	0
DUI	0	0
Elder Abuse	0	0
Electronic Device	0	0
Electronic equipment, other	0	0
Elevator Response	0	0
Enforcement Initiative	0	0
Evidence Disposal	0	0
Extra Watch	155	281
Field Interview	0	0
Fingerprinting	1	1
Fire	0	0
Fire Alarm Invest	0	0
Fireworks	0	0
FOIA	0	0
Follow Up Invest	0	0
Foot Patrol	0	0
Forgery	0	0
Found Property	2	3
Fraud	0	1
Funeral Escort	0	0
Gang Contact	0	0
Gas Leak	0	0
Harassment	1	1
Hazards	0	0
Hazmat Incident	0	0
Health Hazard	0	0
Helmet Coupon Non Resident	0	0
Helmet Coupon Resident	0	0
Home Invasion	0	0
House Watch	0	0
Identity Theft	1	4
ILEAS	0	0
Ill Person	0	0
Info For Police	1	2
Injured Person	0	0
Insurance Report	0	0

TOTAL	TOTAL
0	0
0	0
0	2
0	0
0	0
0	0
0	0
0	0
0	0
0	0
1977	1885
1	1
10	10
0	0
0	0
0	2
4	10
0	0
1	5
0	0
23	33
0	0
0	0
0	0
0	0
0	0
0	2
0	8
0	0
0	0
48	83
1	4
0	0
18	16
0	0
0	0

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

Type	2022		2021	2020
	MTD	YTD	TOTAL	TOTAL
Intelligence Reporting	0	0	0	0
Internal	0	0	0	0
Intoxicated Person	0	0	0	1
Invaidd Assist	0	0	0	0
Investigation	0	0	10	2
Investigation-Dets	0	0	0	0
Juvenile Matter	0	0	0	1
K9 Search	0	0	0	0
Kidnapping	0	0	0	0
Landscaping License	0	0	0	0
Language Line	0	0	0	0
LEADS Entry	0	0	0	0
Liquor Compliance Check	0	0	0	0
Littering/Dumping	0	0	0	0
Lock In / emergency	0	0	0	0
Lock In / non-emergency	0	0	0	0
Lock Out	5	12	40	36
Lost/Mislaid Property	1	2	10	6
Lost/Stolen Property	0	0	1	0
Loud Music/Party	0	0	0	0
M.C.A.T.	0	0	1	0
M.C.T.F. Evidence Tech	0	0	0	0
M.C.T.F. Investigations	0	1	3	4
Man With a Gun	0	0	0	0
Medical equipment, other	0	0	0	0
Mental Subject	0	0	0	0
Mischievous Conduct	0	0	0	0
Missing Person	0	0	4	5
Missing Property	0	0	0	0
Motorist Assist	1	2	20	10
Murder	0	0	0	0
Mutual Aid	0	0	0	0
New Call	0	0	0	0
NIPAS CALLOUT	5	11	34	51
No Valid DL	0	0	0	1
Noise Complaint	1	1	12	22
Non Enfc Contact Business	0	0	0	0
Non Enfc Contact Residential	0	0	0	0

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

Type	2022		2021	2020
	MTD	YTD	TOTAL	TOTAL
Non Enfc Contact School	0	0	0	0
NORTAF	0	0	0	0
Notification	0	0	0	0
Obscene/Harassing Phone	0	0	0	0
Obstruction of Justice	0	0	0	0
Odor Investigation	0	0	0	0
On Duty Injury	0	0	0	0
Open Door Window	1	1	0	3
Order of Protection	0	0	0	1
Ordinance Violation	0	0	91	34
Other Complaint	0	0	0	0
Overdose	0	0	0	0
Overweight Move	0	0	0	0
Overweight Vehicle	0	0	0	0
Parking Enforcement	57	113	575	94
Parking Permission	3	4	23	5
Parking Problem	8	16	90	49
PC: Bank	0	0	0	0
PC: Closed Business	0	0	0	0
PC: Extra Watch	0	0	0	0
PC: Foreclosure	0	0	0	0
PC: House of Worship	0	0	0	0
PC: Open Business	0	0	0	0
PC: Park	0	0	0	0
PC: Residential	0	0	0	0
PC: School	0	0	0	0
PC: Special Watch	0	0	0	0
PC: Strip Mall	0	0	0	0
PC: Vacation Watch	0	0	0	0
PC: Village Property	0	0	0	0
Permit - Solicitor	0	0	1	15
Permit - Special Event	0	0	0	0
Person Down	0	0	0	0
Personal Injury	0	0	0	0
Pharmaceutical Drop-Off	5	9	89	66
Possesion of Stolen Property	0	0	0	0
Premise Check	474	951	5025	6524
Public Complaint	0	0	0	0

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

Type	2022		2021	2020
	MTD	YTD	TOTAL	TOTAL
Public Fall	0	0	0	5
Public Health and Safety	1	3	23	40
Public Service	0	0	0	0
Reckless Conduct	0	0	0	0
Reckless Driving	0	0	0	0
Relocation Repossession	0	0	0	0
Repair Notification	0	0	0	0
Residential Patrol	0	0	0	0
Revoked FOID Card	0	0	0	0
Road Closure or Detour	0	0	0	0
Robbery	0	0	0	0
Runaway	0	0	0	0
School Crossing	35	78	376	286
School Lockdown Drill	0	0	0	0
School Zone Enforcement	0	0	0	0
Seatbelt Detail	0	0	0	0
Selective Enforcement	0	0	0	0
Sex Crimes	0	0	0	0
Sex Offender Registration	0	0	0	0
Sexual Assault	0	0	0	1
Shooting	0	0	0	0
Shoplifting	0	0	0	0
Smoke From Building	0	0	0	0
Smoke In Building	0	0	0	0
Smoke Investigation	0	0	0	0
Sodium, mercury vapor lighting f	0	0	0	0
Solicitor	0	0	7	12
Special Ops	0	0	0	0
Special Rescue	0	0	0	0
Speed Trailer	0	0	0	0
Squad Inspection	0	0	0	0
Stolen Vehicle	0	0	0	0
Structure Fire	0	0	0	0
Suicidal Subject	0	0	4	4
Suicide	0	0	0	0
Suicide Attempt	0	0	0	0
Suntan equipment, sunlamp	0	0	0	0
Suspended Drivers License	0	0	0	0

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

Type	2022		2021	2020
	MTD	YTD	TOTAL	TOTAL
Suspicious Incident	4	7	48	58
Suspicious Person	0	0	33	34
Suspicious Phone Calls	0	1	5	3
Suspicious Veh	2	4	29	51
Tavern Check	0	0	0	0
Taxi License	0	0	0	0
Telephone or answering machine	0	0	0	0
Theft	0	0	0	0
Theft From Motor Vehicle	0	0	0	0
Theft In Progress	0	0	0	0
Theft of Motor Vehicle	0	0	0	0
Theft of Services	0	0	0	0
Theft Over \$300	0	0	3	6
Theft Under \$300	0	0	16	21
Threat	0	0	0	0
Tobacco Compliance Check	0	0	0	0
Traffic Detail	147	294	1148	527
Traffic Enforcement	0	0	0	1
Traffic Problem	3	4	27	23
Traffic Stop	66	91	151	210
Traffic Survey	0	0	0	2
Translation	0	0	0	0
Transports	0	0	0	0
Trespassing	1	1	3	14
Turned In Property	1	1	2	12
Unknown Medical	0	0	0	0
Unknown Problem	0	0	0	0
Unlawful Use of Credit Card	0	0	0	0
Unwanted Subject	0	0	1	4
UUW	0	0	0	0
Vacant Watch	0	0	0	0
Vacation Watch	83	199	1453	1121
Vehicle Fire	0	0	0	0
Vehicle Immobilization	0	0	0	0
Vehicle Theft	0	0	2	2
Viol Order of Prot	0	0	0	0
Volunteer	0	0	0	0
Walk Talk	0	0	1	0

Kenilworth Police Department

Monthly Report

Feburary

Calls For Service Types

2022

Type	MTD	YTD
Wanted Person	0	0
Warning Siren Test	0	0
Warrant	0	0
Warrant BFW	0	0
Warrant Service	0	0
Water Main Break	0	0
Water / Ice Rescue	0	0
Weapon Offense	0	0
Well Being Check	0	0
Youth Problem	0	0
Zero Tolerance	0	0
	0	0

2021

2020

TOTAL	TOTAL
0	0
2	8
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
12	20
0	0

0

Totals

MTD	YTD
1153	2302

Total

13036

Total

12986

Village of



Department of Public Works

Activity Report

To: President Kaz, Village Trustees and Village Manager

From: Donald Leicht, Public Work Superintendent

Date: March 17, 2022

The following information provides an overview of the activity in the department since the February 22nd Village Board meeting.

Sewers and Streets

- Performed 66 JULIE locate requests
- Cleared snow after 3 snow events
- Patched various pothole locations throughout the Village
- Removed dead tree on Raleigh Road
- Pretreated streets prior to 1 snow event
- Troubleshoot and repaired 7 street lights
- Replaced light pole on Green Bay Road with a new pole and lantern
- Performed Green Streets inspection
- Installed new flags on yield sign
- Assisted Park District in trimming trees along bike path
- Inspected sidewalks and geo-located trip hazards in preparation for sidewalk panel repair
- Landscaped parkways where trees were removed
- Cleared heavy debris from Skokie Ditch on Green Bay Road
- Moved swing set that sat over sanitary manhole
- Located buried manholes in easement prior to sewer lining project

Water – Distribution

- Performed PRV, booster station, water tower and water plant inspections
- Monthly bacteria IEPA water sample
- Troubleshoot and repaired 14 meter transmitting units
- Completed water plant cleaning
- Assisted in repair of water main break on Kenilworth Avenue

Buildings/Structures

- Cleaned/disinfected vehicles daily
- Cleaned and sanitized Public Works building
- Performed building inspection at Public Works
- Replaced worn plow blade on 5 yard dump truck
- Greased and cleaned all plow trucks after each snow event
- Welded plow on Ventrac
- Removed meters and brackets inside water tower
- Replaced two light bulbs in pedestrian tunnel

Administration

- Input invoices and created purchase orders
- Attended Monthly GIS meeting
- Prepared concrete curb project for Brier/Park and Roger
- Prepared asphalt project for Brier/Park and Roger
- Met with sewer lining contractor to discuss project in March
- Met with manhole liner company to discuss lining project
- Attended numerous meetings pertaining to green streets
- Met with ComEd to disconnect power at water tower
- Reviewed IEPA lead service inventory requirements
- Attended IRMA meeting