



Village of Mount Prospect
Village Board
Regular Meeting Agenda
50 S. Emerson St. Mount Prospect, IL 60056

August 20, 2024

Village Hall - 3rd Floor Board Room

7:00 PM

1. CALL TO ORDER

2. ROLL CALL

2.1. Pledge of Allegiance - Trustee Agostino Filippone

3. APPROVAL OF MINUTES

3.1. Minutes of the regular meeting of the Village Board - August 7, 2024

4. MAYORS REPORT

4.1. PROCLAMATION: School's Open Safety Week - August 22-29, 2024

4.2. PROCLAMATION: Community Emergency Response Team (CERT) 20th Anniversary - 2004-2024

4.3. 1st reading of an ORDINANCE AMENDING CHAPTER 13 (ALCOHOLIC LIQUORS) OF THE VILLAGE CODE OF MOUNT PROSPECT. {This ordinance increases the number of Class "S-2" liquor licenses by one (1) NORTH SHORE PICKLEBALL GROUP LLC-MOUNT PROSPECT d/b/a THE PICKLR located at 211 W. Rand Road, Mount Prospect, IL.}

5. COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

6. CONSENT AGENDA

6.1. List of Bills - July 31, 2024, to August 13, 2024 - \$4,723,023.41

7. OLD BUSINESS - None

8. NEW BUSINESS

8.1. 1st reading of AN ORDINANCE AMENDING CHAPTER 8, "VILLAGE GOVERNMENT MISCELLANEOUS PROVISIONS," SECTION 115, "CONFLICTS OF INTEREST," OF THE VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS.

9. VILLAGE MANAGER'S REPORT

9.1. Motion to accept Sourcewell Joint Purchasing Contract pricing for the purchase of three (3) new, 2025 Peterbilt 548 Cabs and Chassis for a cost not to exceed \$436,433.07.

9.2. Motion to accept the proposal from Farr Associates, Inc. for architectural and engineering services to design three (3) signs for the Village in an amount not to exceed \$111,450.

9.3. As submitted

10. ANY OTHER BUSINESS

11. ADJOURNMENT

ANY INDIVIDUAL WHO WOULD LIKE TO ATTEND THIS MEETING BUT BECAUSE OF A DISABILITY OR NEEDS SOME ACCOMMODATION TO PARTICIPATE, SHOULD CONTACT THE VILLAGE MANAGER'S OFFICE AT 847/392-6000, EXTENSION 5327

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**Village of Mount Prospect
Regular Meeting of the Village Board
Wednesday, August 7, 2024 / 7:00 PM**

CALL TO ORDER

Mayor Hoefert called the Regular Meeting of the Village Board to order at 7:05 p.m. in the Board Room at Village Hall, 50 S. Emerson St.

ROLL CALL

Members present upon roll call by the Village Clerk: Mayor Paul Hoefert, Trustee Vincent Dante, Trustee Agostino Filippone, Trustee Bill Grossi* Trustee John Matuszak, and Trustee Colleen Saccotelli

Absent: Trustee Terri Gens

**Clerk's note: Trustee Grossi informed the Village Clerk before the meeting of his request to attend the meeting remotely due to a qualifying medical illness under the Open Meetings Act. Trustee Filippone motioned to allow Trustee Grossi to participate in the meeting remotely. Trustee Dante seconded the motion. Trustee Grossi was permitted to participate in the meeting remotely by unanimous voice vote of those present.*

2.1. Pledge of Allegiance - Trustee Vincent Dante

APPROVAL OF MINUTES

3.1. Minutes of the regular meeting of the Village Board - July 16, 2024

Motion by Colleen Saccotelli, second by Vincent Dante to approve minutes.

Yea: Vincent Dante, Bill Grossi, John Matuszak, Colleen Saccotelli, Agostino Filippone

Nay: None

Absent: Terri Gens

Final Resolution: Motion Passed

MAYORS REPORT

Mayor Hoefert expressed his gratitude to Village staff, volunteers, and all the attendees of the successful Mount Prospect Downtown Block Party.

COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

Alva Kreutzer

President, District 214 Board of Education

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- Thanked the Village for their partnership with D214 through student internship programs, by providing School Resource Officers and the establishment of the Tax Increment Financing District. She looks forward to strengthening and growing this positive partnership with the Village.

Mayor Hoefert thanked D214 for being wonderful community stewards and an exceptional school district.

Trustee Matuszak thanked the District for their dual credit program that allows high school students to earn college credits; this program saves students and parents thousands of dollars in college tuition.

Jerry Boldt

300 N. School Street

Thanked resident and former trustee Steve Polit for his role in finally getting the sinkhole on Rand Road repaired.

Steve Polit

601 N. Wilshire Drive

- Asked the Board to consider raising the Village Board member salaries. Trustees' salary (\$2,750 per year) has not increased since 1999. To retain and attract qualified candidates to serve on the Board, it is prudent to consider adjusting the compensation for Board members.

CONSENT AGENDA

Motion by Vincent Dante, second by Colleen Saccotelli to accept the consent agenda:.

Yea: Vincent Dante, Bill Grossi, John Matuszak, Colleen Saccotelli, Agostino Filippone

Nay: None

Absent: Terri Gens

Final Resolution: Motion Passed

6.1. List of Bills - July 10, 2024 to July 30, 2024 - \$5,413,291.72

6.2. Motion to appoint Meltzer, Purtill & Stelle, LLC as special counsel regarding the Prestige Feed litigation.

OLD BUSINESS - None

NEW BUSINESS - None

VILLAGE MANAGER'S REPORT

9.1. Motion to accept proposal for preliminary engineering services (Phase 1) for the Central Road Railroad Crossing Improvements Project for an amount not

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to exceed \$399,940.

Director of Public Works Sean Dorsey explained the traffic problem at Northwest Highway and Central Road that this proposed study hopes to solve. Traffic congestion caused by train crossings makes it challenging to clear the intersection with the current turning movements. Mr. Dorsey presented drone videos of backups that are common on Central Road with different traffic scenarios. The solution to these problems involves the cooperation of stakeholders including IDOT (Illinois Department of Transportation) and Union Pacific Railroad, governed by the Illinois Commerce Commission. Mr. Dorsey added that both Central Road and Northwest Highway are IDOT roads.

The proposal is for preliminary engineering services (Phase I) to improve the traffic issues. Village staff received four (4) Technical and Cost proposals from consulting engineering firms.

Firms were asked to submit a summary of the firm's approach to the project, an estimate of staff hours to complete the project, resumes and experience of key personnel, and a project schedule. Each firm was rated according to specific categories including background, experience, scope of work, and proposal content.

The highest-rated firm was HDR Engineering of Rosemont, Illinois. They have extensive experience with intersection improvements involving railroad crossings and their staff is uniquely qualified to complete this project. Their cost proposal was reasonable, assigning a work effort of 2,672 hours. The estimated timeline to complete this project is two years.

Mr. Dorsey stated staff recommends the Board accept the proposal from HDR Engineering for preliminary engineering services for the Central Road Railroad Crossing Improvements Project for an amount not to exceed \$399,940.

Board Comments:

- Drone footage was an effective tool to show the extent of the issue.
- Consider installing a sidewalk or path adjacent to the railroad tracks for safer pedestrian access to the proposed Melas-Meadows Bridge. *Mr. Dorsey responded, stating this can be addressed in the Arterial Bike Path Study currently underway; Northwest Highway is an IDOT road and right-of-way. A significant portion of the green space along this path is owned by Union Pacific Railroad, which presents challenges. Mr. Dorsey mentioned that the study will include evaluations of the crosswalks to explore ways to enhance their safety and efficiency.*
- Consider piggybacking with other Village projects such as the proposed Meadows-Melas Bridge, the Formula One property and the redevelopment of the "gold building" along Central Road.

Mr. Dorsey provided the following in response to questions from the Board:

- Staff will consider performing a traffic study once all the restaurants along Prospect Avenue are open; a parking study will also be conducted.
- HDR was selected based on their extensive experience with this particular preliminary study involving stakeholders such as IDOT and Union Pacific.
- The environmental work conducted on the Formula Auto site (310 Northwest Highway) is mostly on private property; it would be challenging to coordinate work with IDOT and

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the IEPA (Illinois Environmental Protection Agency). The cost of performing the necessary minimal work on the right-of-way is negligible.

- Staff does not anticipate pushback from Union Pacific or IDOT for this project; it is easy to demonstrate and understand the problem.
- HDR and Patrick have done work for the Village in the past and their work has been satisfactory; HDR has the edge on this project due to their experience with IDOT and other stakeholders.

Public Comment:

Steve Polit
601 N. Wilshire Drive

- Asked if the study would include the affect of how long the gates are down at the tracks; times are unreasonable.

Motion by Colleen Saccotelli, second by Vincent Dante to accept the proposal for preliminary engineering services for the Central Road Railroad Crossing Improvements Project

Yea: Vincent Dante, Bill Grossi, John Matuszak, Colleen Saccotelli, Agostino Filippone

Nay: None

Absent: Terri Gens

Final Resolution: Motion Passed

9.2. As submitted

No additional report.

ANY OTHER BUSINESS

Mayor Hoefert reminded everyone that Coffee with Council is on Saturday, August 10, beginning at 9:00 at Village Hall.

Vince Dante thanked the Public Works, Police, Fire and Human Services departments for their participation in National Night Out.

ADJOURNMENT

With no additional business to conduct, Mayor Hoefert asked for a motion to adjourn. Trustee Saccotelli seconded by Trustee Dante motioned to adjourn the meeting. By unanimous voice vote, the August 7, 2024 Regular Meeting of the Village Board of Trustees adjourned at 7:54 p.m.

Respectfully submitted,

Karen M. Agoranos
Village Clerk



Item Cover Page

Subject **PROCLAMATION: School's Open Safety Week - August 22-29, 2024**

Meeting August 20, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category MAYORS REPORT

Type Presentation

Information

Discussion

Alternatives

Staff Recommendation

Attachments

1. School's Open Aug 2024

PROCLAMATION

“SCHOOL’S OPEN - SAFETY WEEK”

AUGUST 22- 29, 2024

WHEREAS, children in the Village of Mount Prospect and all across the state and nation are beginning a new school year; and

WHEREAS, students will be walking or biking to school in neighborhoods on sidewalks and streets, approaching or waiting at school bus stops, and boarding or exiting from buses; and

WHEREAS, while the school year is in session, Mount Prospect motorists need to take extra precautions to drive carefully, and to observe and follow the rules of the road as they apply to school zones, including no cell phone usage; and

WHEREAS, motorists can help protect children by being especially careful near schools and in residential areas, being mindful of their speed, and observing traffic control devices; and

WHEREAS, it is equally as important for motorists to respect school safety patrol members as they perform their duties, and adhere to their instructions.

NOW, THEREFORE, I, Paul Wm. Hoefert, Mayor of the Village of Mount Prospect proclaim August 22 - August 29 as

“SCHOOL’S OPEN – SAFETY WEEK”

in the Village of Mount Prospect and I encourage all motorists to make this a safe year for all students throughout the Village of Mount Prospect and surrounding communities.

Paul Wm. Hoefert
Mayor

ATTEST:

Karen M. Agoranos
Village Clerk

Dated this 20th day of August, 2024



Item Cover Page

Subject **PROCLAMATION: Community Emergency Response Team (CERT) 20th Anniversary - 2004-2024**

Meeting August 20, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category MAYORS REPORT

Type Presentation

Information

Discussion

Alternatives

Staff Recommendation

Attachments

1. CERT 20 Year Proclamation Final_

PROCLAMATION

**COMMUNITY EMERGENCY RESPONSE TEAM (CERT)
20TH ANNIVERSARY
2004 – 2024**

WHEREAS, the Village of Mount Prospect recognizes the importance of Emergency Preparedness and Disaster Preparedness

WHEREAS, the **CERT team** was formed by an organized group of community leaders in August of 2004; and

WHEREAS, the **CERT team** was developed to aid the citizens of Mount Prospect and the Mount Prospect Fire Department; and

WHEREAS, the **CERT team** has evolved into an entity that provides support to all Village departments and community organizations; and

WHEREAS, the **CERT team** is available to assist citizens when a disaster strikes; and

WHEREAS, the **CERT team** provides emergency preparedness education to the community at large each year; and

WHEREAS, the **CERT team's** all-volunteer members are dedicated to aiding the community and the Village of Mount Prospect; and

WHEREAS, the **CERT team** provides on average of 3,500 volunteer hours a year; and

WHEREAS, the **CERT team** tradition has been carried forward to the current high standards in providing quality services to the community; and

WHEREAS, under the direction of Fire Chief John Dolan and Emergency Manager/ CERT leader Jim Miller celebrates its 20 years of service on August 20, 2024.

NOW, THEREFORE, Paul Wm. Hoefert, Mayor of the Village of Mount Prospect, Illinois, do hereby acknowledge the

**“20TH ANNIVERSARY OF THE
VILLAGE OF MOUNT PROSPECT
COMMUNITY EMERGENCY RESPONSE TEAM”**

in the Village of Mount Prospect and I urge all citizens to join in recognizing the proud history, traditions, and community involvement of the **COMMUNITY EMERGENCY RESPONSE TEAM**.

Paul Wm. Hoefert
Mayor

ATTEST:

Karen M. Agoranos
Village Clerk



Item Cover Page

Subject	1st reading of an ORDINANCE AMENDING CHAPTER 13 (ALCOHOLIC LIQUORS) OF THE VILLAGE CODE OF MOUNT PROSPECT. {This ordinance increases the number of Class "S-2" liquor licenses by one (1) NORTH SHORE PICKLEBALL GROUP LLC-MOUNT PROSPECT d/b/a THE PICKLR located at 211 W. Rand Road, Mount Prospect, IL.}
Meeting	August 20, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	
Dollar Amount	
Budget Source	
Category	MAYORS REPORT
Type	Action Item

Information

On Tuesday, May 7, 2024, Village team members including the Mayor, Village Manager, Community Development Director, and Executive Assistant met with owners Mr. Ron Weiland, Ms. Natalie Weiland and their financial management team to introduce their new pickleball franchise for Mount Prospect and request a Class "S-2" liquor license. The Class "S-2" license was expanded by the Village Board in June 2024 (Ord. 6471) to a Commercial Recreational Facility license which provides for the service of alcoholic beverages in an entertainment setting.

Ron Weiland is the co-founder of North Shore Pickleball Group LLC and will head up day-to-day operations. He has extensive experience spanning Fortune 100 corporations, software sales, and two startup ventures. He has a unique blend of skills encompassing sales strategy, leadership, analysis, planning, and go-to-market expertise. Nancy Weiland, also co-founder of North Shore Pickleball Group LLC, will manage social media, marketing, and other functions for the company.

The Picklr, is a national chain of top premier indoor pickleball facilities, which Weiland's have franchise rights to. Mount Prospect will be their first location with more openings in 2025. The Picklr will occupy the former Fresh Thyme grocery store. This 42,000 square foot state-of-the-art facility will host 14 indoor courts, including 12 regulation courts and two championship courts. It will also include a full pro shop and event space to host private events. The pro shop will feature a grab-and-go refrigerator of energizing snacks and freshly pre-made sandwiches, prepackaged salads and freshly cut fruit. Alcoholic beverages such as beer and wine will be available for purchase in the pro shop, with ID verification and payment to the pro-shop staff cashier for on-premises consumption only. The club plans to operate daily from 6:00 a.m. to midnight with alcohol sales restricted to after 8:00 a.m. in accordance with alcohol license

regulations. A September 21st opening is anticipated.

A completed application as well as all other required documentation is on file. Mr. & Mrs. Weiland have submitted a background check in association with the liquor license. As required by the liquor code, both have also completed a classroom certified liquor server course and all staff involved with the sale and service of alcohol will be Bassett certified. If the Village Board views this application favorably, an Ordinance creating a new Class "S-2" License would need to be adopted.

Discussion

Alternatives

1. Approve ordinance increasing the number of Class "S-2" liquor licenses.
2. Action at the discretion of Village Board.

Staff Recommendation

Staff recommends approval of an ordinance creating a new Class "S-2" license for The Picklr.

Attachments

1. The Picklr-new

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13 OF THE
VILLAGE CODE OF MOUNT PROSPECT

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS ACTING IN THE EXERCISE OF THEIR HOME RULE POWERS:

SECTION ONE: That in accordance with Subsection A of Section 13.108 of Chapter 13 of the Village Code of Mount Prospect, as amended, the Corporate Authorities shall determine the number of Liquor Licenses available in each Classification and shall establish a list specifying the number of Liquor Licenses authorized. Said list is hereby amended This Ordinance will increase the number of Class "S-2 licenses by (1) NORTH SHORE PICKLEBALL GROUP LLC -MOUNT PROSPECT d/b/a THE PICKLR located at 211 W. Rand Road, Mount Prospect, IL. Said list is as follows:

Five (5)	Class P-1 License
Nine (9)	Class P-2 License
One (1)	Class P-3 License
Zero (0)	Class P-4 License
Zero (0)	Class P-5 License
Nine (9)	Class F-1 License
One (1)	Class F-1-V License
Seven (7)	Class F-2 License
Five (5)	Class F-2-V License
Sisteen (16)	Class F-3 License
Eleven (11)	Class F-3-V License
One (1)	Class F-4-V License
Three (3)	Class F-5 License
Two (2)	Class F-6 License
One (1)	Class F-7 License
One (1)	Class F-8 License
Two (2)	Class S-1 License
Three (3)	Class S-2 License
Zero (0)	Class S-3License
Zero (0)	Class S-4License
One (1)	Class S-5 License
Two (2)	Class S-6 License
One (1)	Class S-7 License
One(1)	Class S-8 License
Zero (0)	Class S-9(with conditions as Attached to License)

SECTION TWO: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

Village Clerk

<u>Class</u>	<u>Establishment</u>	<u>Number</u>
P-1	Cardinal Wine & Spirits; D&H Liquors; Jay Liquors; Jenny's Liquors; Mount Prospect Liquors & Tobacco;	5
P-2	Caputo's Fresh Market; Costco; Fiesta Market; KD Market; Osco Drug Store; CVS Pharmacy; Walgreens #00209 (Kensington); Walgreens #05107(Elmhurst); Wal-Mart #1681	9
P-3	Aldi;	1
P-4		0
F-1	Chung Wa 827; Honey Biscuit; Izakaya Sankyu; LePeep Café; Los Arcos; MI Restaurant; Mr. Kimchi Korean BBQ; New Pusan Restaurant; Pueblo Viejo;	9
F-1-V	La Presa;	1
F-2	Buona; E-Sushi; Misoya Chicago; MOD Pizza; Sakae Restaurant; Trilokah Wingsnob	7
F-2-V	Avanti Café and Sandwich Bar; Jelly Café; Mr. Beef & Pizza; Rosati's Pizza; Tortas Locas	5
F-3	Balkan Taste; BlackFinn –Randhurst Grille; Buffalo Wild Wings Grill and Bar; Fellini Restaurant & Pizzeria; Hacienda El Sombrero; Khepri Kitchen +Coffee; Lady Dahlia Tequila Bar; Mia's Cantina; Mr. Kimchi Korean BBQ; Mount Prospect Public House; Patina Wine Bar; Summertime; Tavern on Elmhurst; Texas Road House; The Prospect; Trezero's;	16
F-3-V	Big Fish's Icehouse; Canta Napoli; Draft Picks; Emerson's; Jameson's Charhouse; Langostino's Nayarit; Moretti's; Mrs. P & Me; Pap's Ultimate Bar & Grill; Station 34; The Red Barn;	11
F-4-V	Prospect Moose Lodge	1
F-5	Emerald Banquets; Olive Palace; Victoria in the Park	3
F-6	Mt. Prospect Park District-Golf Course; Prospect Heights Park District	2
F-7	Dave's Specialty Foods	1
F-8	Salerno's Pizzeria & Eatery& Whiskey Hill Brewing & Kitchen	1
S-1	Four Points by Sheraton Mount Prospect; Hampton Inn & Suites	2
S-2	Bowlero; Golf Factory; The Picklr	3
S-3		0
S-4		0
S-5	AMC Randhurst 12	1
S-6	Amethyst Skye; Lumi Studio & Shoppe	2
S-7	Northern Fork	1
S-8	Two Eagles Distillery	<u>1</u>
		82



Item Cover Page

Subject **List of Bills - July 31, 2024, to August 13, 2024 - \$4,723,023.41**

Meeting August 20, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category CONSENT AGENDA

Type Action Item

Information

Attached is the List of Bills for July 31, 2024, to August 13, 2024 - \$4,723,023.41

Discussion

Alternatives

- 1) Approve the attached List of Bills for July 31, 2024, to August 13, 2024 - \$4,723,023.41.
- 2) Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends approval of the attached List of Bills for July 31, 2024, to August 13, 2024 - \$4,723,023.41.

Attachments

1. List of Bills - July 31, 2024 to August 13, 2024

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
001	General Fund		
	A.M. Leonard Inc.	Grounds tools	\$ 206.30
	Accurate Biometrics Inc	Fingerprinting Services - May 2024	1,058.25
		Fingerprinting Services - June 2024	62.25
		Fingerprinting Services - July 2024	124.50
	ACS State & Local Government Solutions	Illinois State Disbursement Unit	2,922.00
	Addison Building Material Co.	Concrete repair materials	240.39
		Concrete repair materials	510.28
		Repair supplies Crumbly Basin	80.83
		Concrete repair materials	240.39
		Concrete repair materials	297.39
	Advanced Tree Care	Removal of Parkway Trees 7/8-7/15/24	6,990.00
	Aero Removals-Trisons Inc	Remains removal services June 2024	2,125.00
	Air One Equipment, Inc.	Axe and pro-bar	431.00
	Allscape, Inc.	Turf Mowing throughout the Village 7/22/24	2,150.00
		Turf Mowing throughout the Village 7/29/24	2,150.00
	Amazon Capital Services	Soap bottles/ Sous Vide Cooker/griddle cleaning pads - St 13	141.29
		Webcam, zoom microphone and ethernet extenders - St 11	236.00
		IPPFA Retirement Guide	29.97
		Privacy screens for monitor	155.97
		Cleaning cart utility bag - St 14	56.89
		Acrylic brochure holders and general office supplies	209.89
		Plaque for thanking PW for St 11	36.95
		Conference mics for training room - St 13	143.99
		Photo/video evidence supplies 07/31/24	259.96
		Air gun nozzles - St 11	17.95
		Surgical clipper heads	232.05
		Duracell AA Battery Pack 36 Count	26.50
		Photo/video evidence supplies 07/31/24	207.85
	AMS Store and Shred LLC	Shredding services 07/31/24	80.00
	Anderson Lock Company	PW Shop door hardware	371.72
	Armenakis Enterprises Ltd.	Double Door Commercial Refrigerators for 2024 Block Party	1,932.30
	Emergency Assistance	Emergency Assistance	280.50
		Emergency Assistance	240.00
		Emergency Assistance	144.00
	Axon Enterprise, Inc.	Taser 7 cartridges 07/31/24	2,012.50
	Beary Landscape Management Inc	Hanging Basket Maintenance 7/1-7/31/24	2,525.00
	Bedco Mechanical	2024 Maintenance Contract for HVAC repairs 7/1-12/31/24	5,089.67
		St #14 Boiler flow switch 7/18/24	613.65
		RR Station AC not working 7/18/24	175.30
	Bond, Dickson & Associates PC	Administration adjudication 7/25/24	765.00
		Administrative adjudication services 07/22-24/24	495.00
	BRS Permitting	Refund Permit Fee #RB24-001113 (826 Heritage)	200.00
	Builders Asphalt LLC	Various pot hole patching	273.24
		Various pot hole patching	195.36
		Various pot hole patching	394.02
		Various pot hole patching	329.34
	Bulgarian Traditions	Performance Fee for 2024 Celebration of Cultures	250.00
	Carrot-Top Industries Inc	Replacement flags for the building 07/18/24	491.13
	Cervantes, Jaime	Performance Fee for 2024 Celebration of Cultures	1,600.00
	Chem-Wise Pest Management	Monthly Pest Control inspection - 1700 W Central August 2024	215.00
	Clerk of the Circuit Court of McHenry County	Garnishment	547.85
	Comcast	Cable Service 7/18/2024-8/17/2024	41.91
	Conrad Polygraph, Incorporated	Pre-employment testing July 2024	800.00
	Counsel Press Inc	Electronic Filing #624130	832.40
	Crystal Court Shopping Center	Adjustment to June rent increase	128.96
		Rent for the CCC - October 2024	7,648.56
	Des Plaines Journal Inc	MP Journal Renewal through 7/6/2025	49.00
	Dow Jones & Co., Inc.	Wall Street Journal renewal 8/17/24-8/16/25	719.88
	Duff Entertainment Inc	Management Services for 2024 Block Party 7/26-7/27/24	6,500.00
	Experian	Background checks 06/29/24-07/26/24	83.44
	Federal Express Corp	Shipping charges 7/22/2024	43.86

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
001	General Fund (continued)		
	Federal Express Corp (continued)	Late fee charges	9.60
	Filipek, Scott	Reimburse training expenses 01/02-05/03/24	564.00
		Reimburse training expenses 05/31/24	53.02
	Fire Pension Fund	Fire Pension	32,583.25
	Five Star Valet	Valet Services Mount Prospect Restaurant Row 7/4/24-7/27/24	3,720.00
	Fulton Technologies, Inc.	Siren Repaired for Blown Motor Fuse	484.13
	Garvey's Office Products	Office supplies 07/12/24	218.23
		Office supplies 08/01/24	293.27
	Gordon Flesch Company, Inc.	Leasing Contract M204292 08/22/24-09/21/24	3,186.49
	Granicus LLC	Village Website Renewal 07/01/24 - 06/30/25	17,224.05
	Home Depot USA Inc	Parts and supplies for multiple divisions	473.02
		Statement - 06/22/24 - 07/21/24	35.12
	Huntley & Associates Inc	St #13 tower repairs 2/29/24	1,956.50
		St 13 tower repairs Parts	1,590.66
	ICMA Retirement Trust - 457	MissionSquare 457	46,705.04
	Illinois American Water Company	Water Service 2000 E Kensington Rd - 08/01-08/30/24	45.05
	Illinois Department of Revenue	IL State Withholding	34.02
		IL State Withholding	54,626.02
	Illinois Municipal League	Job Ad Posting For Firefighter/Paramedic	35.00
	Intergovernmental Per.ben.coop	IPBC - August 2024	395.00
	Internal Revenue Service	Federal Withholding	376.16
		Federal Withholding	245,034.41
	International Union of Operating Engineers	IUOE PW Membership Dues	1,975.56
	Island Enterprises Inc	Performance Fee for 2024 Celebration of Cultures	525.00
	King, Robert	New fire panel 10 S Pine 7/11/24	2,200.00
	Klein, Thorpe and Jenkins, LTD	KTJ Legal Services through 6/30/24	52,726.53
	LaBarbera, Richard	Reimburse training expenses 06/12-14/24	52.00
		Reimburse training expenses 06/03-06/24	48.00
	Emergency Assistance	Emergency Assistance	108.00
	Laner Muchin, LTD	Legal Services performed through 7/20/24	2,940.00
	Language Line Services, Inc.	Phone Interpretation - July 2024	21.00
		Over the phone interpretation - July 2024	166.16
	Lapel Pins & Coins LLC	Challenge coins for CERTs 20 year anniversary	1,350.00
	Lee Jensen Sales Co Inc	Generator for Block Party 7/26/24	645.00
	Lps Pavement Co.	Brick Maintenance at various locations 7/19/24	188.14
	Mac Strategies Group Inc	Consulting Services Legislative and Lobbying - August 2024	5,000.00
	Masimo Americas Inc	Disposable SpO2 sensors (Infant/Adult)	648.43
		Disposable SpO2 sensors (Infant/Adult)	520.00
	Maxx Contractors Corp	Debris Hauling and Aggregate Material Delivery 7/29/24	147.15
		Debris Hauling and Aggregate Material Delivery 7/30/24	407.96
		Debris Hauling and Aggregate Material Delivery 7/31/24	291.39
		Debris Hauling and Aggregate Material Delivery 8/1/24	331.16
	Meade Electric Co Inc	Traffic Signal Maintenance 7/12/24	84.71
	Menard Inc.	Supplies for Lions carnival personnel 07/03/24	49.99
		ET supplies and batteries 07/08/24	49.56
		Equipment maintenance supplies 07/09/24	14.99
		Credit for returned item 07/10/24	(49.99)
		Screwdriver sets, lock nuts and galvanized rod	43.90
		Grounds Supplies	8.99
		VH Cable parts	202.08
		VH Cable parts	44.82
		Irrigation supplies	31.50
		Repair supplies Crumbly Basin	48.96
		School house rear exit light fixture	45.78
	Metro Federal Credit Union	MP Fire Local 4119 Dues	3,073.00
	Metropolitan Alliance - Police	MP Police Association Dues	1,732.50
	Metzger, Martin	Performance Fee for 2024 Celebration of Cultures	1,250.00
	Meyer Laboratory Inc	Cleaning supplies	1,479.65
		Custodial Supplies - Credit	(140.65)
	Michael Wagner & Sons, Inc.	Toilet valve repair	69.54
		St 14 truck fill valve	116.67

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
001	General Fund (continued)		
	Migon, Michael	Safety Shoe Reimbursement	225.00
	MIP V Onion Parent LLC	Porta Potties and Handwash Stations for 2024 Block Party	3,875.00
	Morton Suggestion Co.	Supplies for cadet program 07/31/24	628.52
	Mount Prospect Emergency Food Pantry	Payroll 7/31/24 Village TTE Check	142.99
	Mount Prospect Historical Society	2024 Budget Allocation - August 2024	4,166.66
	Multisystem Management Company	Custodial Services for all Buildings - July 2024	14,558.08
	Nationwide Mutual Insurance Company	Nationwide 457	21,586.46
	NICOR	Natural Gas - 1807 N River -6/18-7/18/24	48.04
		Natural Gas - 1325 N River - 6/17-7/17/24	48.01
	Nono, Camille	Performance Fee for 2024 Celebration of Cultures	150.00
	Northern Tool & Equipment Company, Inc.	Chain and engine oil	121.90
	Northwest Central Dispatch System	Member Assessment - September 2024	33,102.73
	Northwest Community Hospital	Training registrations 08/27/24	870.00
	Northwest Electrical Supply	St 14 parts	9.98
	NuToys Leisure Products Inc	Bike rack mounting hardware kits	1,725.00
	ODP Business Solutions LLC	Labels for Celebration of Culture	78.64
	Patrick Engineering Inc.	Rand/IL-83/Kensington Ph II Design/ROW Acquisition 5/25-6/28/24	66,695.38
	Paylocity Corporation	Recruiting Subscription - May 2024	540.00
		Recruiting Subscription - June 2024	540.00
		Recruiting Subscription - July 2024	540.00
	Petty Cash	Petty Cash VMO - July 2024	255.00
	Pizzo & Associates Ltd	Weed control in various Village locations 8/1/24	946.88
	Police Pension Fund	Police Pension	39,429.27
	Prosafety, Inc.	Breakaway safety vests	258.00
	Purple Rose Florist Inc.	Floral arrangement 7/10/24	85.00
	Ray O'Herron Co Inc	Body armor 07/30/24	842.00
		Shipping charges for body armor return 07/30/24	13.00
		Body armor alterations 07/31/24	238.00
		Vest cover 07/26/24	243.99
		Vest cover 08/03/24	328.38
	RC Juggles LLC	Face Painters Celebration of Cultures - Balance due	925.00
	Rentokil North America, Inc.	Pest control for the CCC - August 2024	53.50
		Hornet nest removal 7/29/24	145.00
	Robert W. Hendricksen Co.	Tree Trimming throughout the Village 7/9-7/25/24	11,404.25
	Russo Hardware, Inc.	Forestry Equipment	319.99
	Saudiva, Ziedakhon	Refund Permit Fee #RB24-001131 (1717 Crystal)	200.00
	Secretary of State	License and registration - 2013 Lexus ES350	316.00
	Shallcross, Jason	ICSE Conference Las Vegas May 2024	1,084.25
	Special Event Services Group Inc	Celebration of Cultures Stage Remaining Balance	2,275.00
	Standard Equipment Company	Hydro quick connects for pressure hydro excavating	490.84
	Steiner Electric Company	VH Light fixture	77.18
		PW Supplies	7.98
		St 14 shoreline parts	97.36
		St 12 shoreline parts	170.13
		VH Ballasts	247.14
		St 13 Shoreline parts	201.19
		Electrical supplies for block party	71.70
		ST #12 lamps	326.00
		VH LED Lamps and ballast	824.70
	Stericycle, Inc.	Steri-Safe Select monthly - August 2024	212.08
	Superior Industrial Supply Co.	Paper products	1,998.50
	Systems Forms, Inc.	#10 Custom Window Envelopes	878.35
	Taylor Corporation	Poster Guard Station 11 Posters	29.65
	Tenuta, Lisa	Clothing allowance for new hire	109.52
	Terrace Supply Company	Oxygen	421.67
	The Sign Palace Inc	Stage Banners for Block Party	2,960.00
	Theodore Polygraph Service Inc.	Pre-employment testing 07/11/24	200.00
		Pre-employment testing 07/09/24	200.00
	Thibeault, Alan	Training class reimbursement 06/17-21/24	134.00
	Thompson Elevator Inspections Service Inc	New Elevator Permit Inspection 235 E Prospect 7/3/24	75.00
		New 2 Elevator permit reinspection's 112 E Northwest 6/25/24	150.00

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Tierra Colombiana Inc	Performance Fee for 2024 Celebration of Cultures	700.00
	T-Mobile USA Inc	Tower search for case #24-010950 07/29/24	50.00
		Charges for increased data lines 06/21/24-07/20/24	478.54
	Traffic and Parking Control Co Inc	325 Hydroblasting aluminum signs	4,230.16
	Traffic Control & Protection Inc	Plotter paper	1,665.00
		U Channel Post Ribbed back	2,682.50
	TransUnion Risk and Alternative Data Solutions Inc	Background checks - August 2024	338.40
	Tyco Fire & Security US Management Inc	Fire Alarm Monitoring - 301 S Maple - 8/1-10/31/24	78.00
	UniFirst Corporation	Uniform Rental Services 7/19/24	254.79
		Uniform Rental Services 7/26/24	255.09
		Uniform Rental Services 8/2/24	254.31
	UniFirst First Aid Corp	AED Monthly Inspections/First Aid Kit 1700 W Central - July 2024	56.77
		AED Monthly inspections 111 E Rand - July 2024	25.20
		AED Monthly inspections - 911 Kensington - July 2024	63.00
		AED monthly inspections - 2000 Kensington July 2024	12.60
		AED monthly inspections - 1711 Algonquin - July 2024	12.60
		AED Monthly inspections - 50 S Emerson - July 2024	50.40
		AED monthly inspection - 1601 W Golf - July 2024	12.60
	United Maintenance Company, Inc.	Maintenance Services for 2024 Downtown Block Party	4,998.13
	Utility Dynamics Corp.	Street light foundation repair 7/19/24	3,210.00
	Varey, James	Refund Transfer Stamps - 730 Creekside #308C	1,200.00
	VCG Uniform	Initial Issued Uniform	715.65
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent Care	10,343.68
		Fringe Benefit - Auto	410.45
	W. W. Grainger, Inc.	Eye wash for St 14 and gloves	136.78
		Fuses	108.00
	WGN Flag & Decorating Co.	4th of July material for floats	2,776.00
	Wisconsin Department of Revenue	Wisconsin WH EFT July 2024	1,047.20
	Wolf, Lisa	On camera announcer for MP Update 6/21/24	200.00
	Z Search Recruiting, Inc.	2024 Block Party Photography	1,500.00
001 General Fund Total			\$ 802,265.69
020 Capital Improvement Fund			
	Addison Building Material Co.	Misc parts to hang TVs	\$ 206.59
	Applied Communication Group	St #11 NVR Start-up for Ext Cameras 7/29/24	350.00
	Gewalt Hamilton Assoc.	IL 83/Busse Av Crosswalk - Construction Engineering July 2024	17,291.25
	Graybar Electric Co.	Flag pole light	335.00
		Motion sensor switches for storage areas	469.89
		Gear washer motion light	52.21
	Gym Equipment Etc LLC	Fire Station 11 Gym Flooring	2,560.00
	Henricksen & Company Inc	Fire Station 11 Kitchen Chairs Day Room Tables	195.70
	Home Depot USA Inc	Parts and supplies for multiple divisions	1,505.71
	Honeywell International Inc	Fire Station 11 Dispatch Equipment	3,382.60
	Lps Pavement Co.	Brick Maintenance at various locations 7/19/24	3,747.86
	Martam Construction	Central Rd - Cathy Ln Crosswalk Improvements 7/24/24	139,422.39
	Menard Inc.	Parts for hanging dry erase boards	593.70
		Parts for hanging bulletin boards, bathroom accessories	168.89
		Commercial ice machine parts for install	45.52
		Parts to dry eraser boards	152.99
		Parts to hang pictures and install big ice machine	56.61
	Metro Door and Dock, Inc.	Fire Station 11 Overhead Door Safety Upgrades 7/15/24	4,685.00
		Bad Close timer on AMB door 7/15/24	538.93
	Michael Wagner & Sons, Inc.	Ice machine Water feed parts	23.02
	Mount Prospect Paint, Inc.	Touch up paint	74.99
		Touch up paint	88.99
	Nova Fire Protection, Inc.	Design/installation/testing new fire protection system 7/30/24	2,460.00
	Novak & Parker Inc.	Fire Station 11 Appliances	8,682.00
	Pete the Painter, Inc.	Fire Station 11 Stain Interior Window Frames 7/2/24	3,650.00
	Steiner Electric Company	Parts And Supplies - Credit	(138.33)
		LED Dimming switches	581.52

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
020 Capital Improvement Fund (continued)			
	Stevens Industries Inc	St 11 Millwork	22,895.25
	Utility Dynamics Corp.	Street Pole install on Linneman 7/19/24	1,625.00
	W. W. Grainger, Inc.	Batteries for clocks, bathroom accessories etc	59.93
		AirVac911 interlock parts	45.04
		Airvac911 interlock to dispatch parts	56.50
		Garbage cans for St 11	756.20
		Parts And Supplies - Credit	(16.22)
020 Capital Improvement Fund Total			\$ 216,604.73
023 Street Improvement Construction Fund			
	Builders Paving LLC	2024 Street Resurfacing - St Improvement Construction 7/24/24	\$ 1,347,140.96
	Christopher B. Burke Engineering Ltd	Rand-Central Mt Prospect Ph III Construction Eng 5/26-6/29/24	24,292.07
023 Street Improvement Construction Fund Total			\$ 1,371,433.03
037 SMP TIF Fund			
	Klein, Thorpe and Jenkins, LTD	KTJ Legal Services through 6/30/24	\$ 225.00
	SB Friedman Development Advisors LLC	Professional Services-South TIF Amendment through 07/19/24	18,510.00
037 SMP TIF Fund Total			\$ 18,735.00
040 Refuse Disposal Fund			
	ICMA Retirement Trust - 457	MissionSquare 457	\$ 5.00
	Illinois Department of Revenue	IL State Withholding	567.58
	Internal Revenue Service	Federal Withholding	3,471.87
	International Union of Operating Engineers	IUOE PW Membership Dues	154.57
	Nationwide Mutual Insurance Company	Nationwide 457	506.45
	Republic Services, Inc.	Municipal Refuse Disposal - July 2024	15,306.27
		Refuse Disposal Program - July 2024	2,088.69
		Refuse Disposal Program - July 2024	261,641.27
		Refuse Disposal Program - July 2024	41.67
	Third Millennium Associates Inc	E-Bill Server & Transaction Fees July 2024	59.05
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent Care	96.05
040 Refuse Disposal Fund Total			\$ 283,938.47
041 Motor Fuel Tax Fund			
	Builders Paving LLC	2024 Street Resurfacing Program - MFT Fund 7/25/24	\$ 858,001.68
	Cook County Government	Traffic Signal Maintenance 4/1-6/30/24	2,775.02
041 Motor Fuel Tax Fund Total			\$ 860,776.70
042 CDBG			
	Innerspace Environmental Assessment Inc	CDBG PY23 Lead Paint Inspection 4 Judith Ann 7/25/24	\$ 350.00
	River Trails School District 26	CDBG PY22 Public Facilities Project Connections Field 05/17/24	8,652.92
042 CDBG Total			\$ 9,002.92
043 Asset Seizure Fund			
	NAPA Auto Parts	Parts for seized 2013 Lexus 07/17/24	\$ 539.21
043 Asset Seizure Fund Total			\$ 539.21
046 Foreign Fire Tax Board Fund			
	Comcast	Cable Service - 2000 E Kensington, 08/01/24 - 08/31/24	\$ 113.04
	Cozzini Bros Inc	Knife Service - 2000 E Kensington, 7/3/24	24.00
	Henricksen & Company Inc	Fire Station 11 Kitchen Chairs Day Room Tables	1,593.90
		8 Kitchen Chairs ST13	2,370.30
046 Foreign Fire Tax Board Fund Total			\$ 4,101.24

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
049 Prospect and Main TIF District			
	Klein, Thorpe and Jenkins, LTD	KTJ Legal Services through 6/30/24	\$ 4,701.60
	Welch Bros Inc	Walls for outside dining on Prospect	3,800.00
		Walls for outside dining on Prospect	3,300.00
049 Prospect and Main TIF District Total			\$ 11,801.60
050 Water and Sewer Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit	\$ 11.54
	Addison Building Material Co.	Electrical tape and wire connector	15.18
	Alexander Chemical	Chlorine cylinder rental fee 6/27-7/28/24	24.81
	Amazon Capital Services	Replacement rain pant	129.99
	Badger Meter Inc	Monthly Endpoint charges July 2024 Gateway thru Oct 2024	3,716.30
	Banana Nova Corp	Hydrant Painting	500.00
	Blackburn Manufacturing Company	Locate marking flags	359.64
	Fehr-Graham & Associates LLC	ILOSHA Required Safety Training on 7/17/2024	1,431.89
	Gordon Flesch Company, Inc.	Leasing Contract M204292 08/22/24-09/21/24	159.83
	HBK Water Meter Service	Meter replacement and CW inspection program 7/18-7/31/24	10,213.00
	HD Supply Facilities Maintenance LTD	Sewer Tracing dye	131.03
	Hoerr Construction, Inc.	2024 CIPP Observation 7/24/24	165,621.38
	Home Depot USA Inc	Parts and supplies for multiple divisions	1,035.86
	ICMA Retirement Trust - 457	MissionSquare 457	1,796.95
	Illinois Department of Revenue	IL State Withholding	3,980.89
	Internal Revenue Service	Federal Withholding	23,190.31
	International Union of Operating Engineers	IUOE PW Membership Dues	1,635.04
	Maxx Contractors Corp	Debris Hauling and Aggregate Material Delivery 7/29/24	753.93
		Debris Hauling and Aggregate Material Delivery 7/30/24	2,090.20
		Debris Hauling and Aggregate Material Delivery 7/31/24	1,493.01
		Debris Hauling and Aggregate Material Delivery 8/1/24	1,696.85
	Menard Inc.	Safety face shield and cut off saw blade	60.84
	Mid American Water of Wauconda, Inc.	Sewer pipe	755.16
		PVC and fittings for 1410 Lowden discharge connection	659.56
	Minuteman Press of Barrington	Printing of Clear Water Inspection Booklets 7/30/24	506.52
	Mount Prospect Paint, Inc.	Hydrant Panting Supplies	262.61
	Nationwide Mutual Insurance Company	Nationwide 457	1,313.34
	NICOR	Natural Gas - 112 E Highland - 6/20-7/22/24	140.11
		Natural Gas - 1 W WaPella - 6/20-7/22/24	142.23
	PreCise MRM LLC	AVL Monthly Data Charges - June 2024	520.00
	Prosafety, Inc.	Breakaway safety vests	258.00
	State Industrial Products Corporation	Waste water treatment program for Fats/oils/grease Jul 2024	869.47
	Steiner Electric Company	Wire	86.67
		Mastic compound for conduit	20.47
		Supplies for block party	657.72
	Suburban Laboratories, Inc.	2024 Water Sample Testing 7/31/24	1,342.69
	Szafarz, David	Lead service cost share - 504 S Can Dota 7/15/24	8,957.45
	Third Millennium Associates Inc	E-Bill Server & Transaction Fees July 2024	523.49
	UniFirst Corporation	Uniform Rental Services 7/19/24	89.20
		Uniform Rental Services 7/26/24	89.30
		Uniform Rental Services 8/2/24	89.03
	United States Postal Service	EPS Postage - July 2024	5,639.37
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent Care	568.77
	W. W. Grainger, Inc.	Meter splice connectors	49.14
		Motor control center indicator light bulbs	10.58
050 Water and Sewer Fund Total			\$ 243,599.35
051 Village Parking System Fund			
	AT & T Corp.	Phone service at elevators Maple St Deck 7/19-8/18/24	\$ 384.89
	Desman, Inc.	Bid develop/construction services - Emerson Garage 6/30/24	1,920.00
	Multisystem Management Company	Custodial Services for all Buildings July 2024	949.44
	TK Elevator Corporation	Elevator maintenance service 7/1-9/30/24	926.11
	Western Waterproofing Company Inc	Emerson garage maintenance contract 7/27/24	18,544.50
051 Village Parking System Fund Total			\$ 22,724.94

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
052	Parking System Revenue Fund		
	Multisystem Management Company	Custodial Services for all Buildings - July 2024	\$ 316.48
	NICOR	Natural Gas - 11 E NWH - 6/20-7/22/24	44.29
052	Parking System Revenue Fund Total		\$ 360.77
060	Vehicle Maintenance Fund		
	Al Warren Oil Co Inc	Unleaded 87 gasoline 7/25/24	\$ 30,693.50
		Diesel fuel 7/25/24	24,098.04
	Alexander Equipment Company Inc	Chipper knives	97.95
	Amazon Capital Services	Fanless light bulbs	55.29
	Arlington Heights Ford	2730 Sparkplugs	110.50
	Chaudhary, Ashar	Tuition Reimbursement Summer 2024	696.60
	Chicago Parts & Sound LLC	Police sway links for stock	121.35
		2730 Blower resistor and pigtail	18.42
		Yellow antifreeze for stock	141.60
		4500 Trans gasket	23.96
		527 Tierod end	135.89
		Parts And Supplies - Credit	(40.00)
		Batteries 321,633,516	778.70
	Dave & Jim's Auto Body Inc	620 Alignment 7/25/24	65.00
	Elliott Auto Supply Co, Inc.	Parts And Supplies - Credit	(163.41)
		Parts And Supplies - Credit	(272.64)
		Parts And Supplies - Credit	(163.41)
		Parts And Supplies - Credit	(15.51)
		Parts And Supplies - Credit	(96.00)
		Parts And Supplies - Credit	(163.41)
		4542 Sparkplugs	185.52
		4582 Batteries	653.24
		Spark plugs for stock	272.64
	ICMA Retirement Trust - 457	MissionSquare 457	1,597.72
	Illinois Department of Revenue	IL State Withholding	1,780.68
	Internal Revenue Service	Federal Withholding	10,619.89
	International Union of Operating Engineers	IUOE PW Membership Dues	719.13
	Interstate Power Systems, Inc.	530 Dosing valve	464.34
	Kelley Williamson Co.	DEF fluid for stock	483.54
	Lawson Products, Inc.	Drill bits for shop	163.98
	Leach Enterprises, Inc.	526 Rear brakes	488.34
	Mercury Associates, Inc.	Vehicle Maintenance Fund Analysis 6/27/24	6,000.00
	NAPA Auto Parts	Brake switch 662	32.82
		620 CV shafts	178.96
		612 Transfer case motor	266.40
		Exhaust for 354	465.53
		Gear lube 354	18.06
	Nationwide Mutual Insurance Company	Nationwide 457	22.50
	Northwest Trucks, Inc.	HVAC harness for 524	19.99
		HVAC harness return 524	(16.99)
		HVAC harness returned 524	(29.74)
		525 A/C wire terminals	9.90
		530 Pressure regulator	169.43
	Pomp's Tire Service, Inc.	Tower 530 front tires	1,452.12
		516 RF tire	724.93
	Ronco Industrial Supply	Shop Supplies	293.28
		Shop Supplies	167.50
		Shop Supplies	297.35
		Shop Supplies	301.45
		Shop Supplies	335.24
	Rush Truck Centers of Illinois, Inc.	2757 Belt	75.32
		2757 Belt and tensioners	699.37
		2757 Intake hose and clamps	305.64
		4550 Trans cooler lines	231.97
	Sid Tool Co., Inc.	Hardware for shop stock	445.47

VILLAGE OF MOUNT PROSPECT

List of Bills

July 31, 2024 - August 13, 2024

Fund	Vendor Name	Invoice Description	Amount
060	Vehicle Maintenance Fund (continued)		
	Sid Tool Co., Inc. (continued)	Shop hardware for stock	478.75
		Shop hardware for stock	468.50
	Spencer, Timothy	Foam, Ambulance Inspection and Design Training 7/22/24	157.50
		Tool Reimbursement - Spencer	665.00
	Standard Equipment Company	Water valve for 2738	409.33
		Hydro excavation nozzle for 2725	342.01
	USSI Rentals Inc	4523 ANSI inspection 7/25/24	570.00
		2721 OSHA inspection 7/25/24	570.00
		4541 OSHA inspection 7/25/24	570.00
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent Care	230.66
	Warehouse Direct	Toner for Vehicle Maintenance Parts Room	144.77
	Wentworth Tire Service	4542 Tires	597.28
		2740 Tire 2757 Repair	481.50
060	Vehicle Maintenance Fund Total		\$ 91,703.24
061	Vehicle Replacement Fund		
	Lindco Equipment Sales, Inc.	Plow lights for new truck builds 2753,4537,4557,4527	\$ 2,135.92
	Suburban Accents Inc	Squad conversion P-37 07/25/24	1,295.00
061	Vehicle Replacement Fund Total		\$ 3,430.92
063	Risk Management Fund		
	3 J Auto Body Inc	Front bumper repairs - Accident 7/19/24	\$ 1,572.18
	Favia, Joseph	PSEBA Reimbursement - September 2024	1,927.79
	Intergovernmental Per.ben.coop	IPBC - August 2024	765,305.63
063	Risk Management Fund Total		\$ 768,805.60
073	Escrow Deposit Fund		
	A.V.E Concrete & Brick Pavers LLC	Refund Escrow Permit #RB24-000696 (1722 Kim Ave)	\$ 100.00
	ABC Plumbing Heating Cooling	Refund Escrow Permit #RB24-001010 (104 Fairview Ave)	100.00
	Bartjen, Michael	Refund Escrow Permit #RB24-000518 (109 Fairview Ave)	100.00
	BJ Landscaping Services Inc	Refund Security Deposit Permit #2023-M-015	10,000.00
	Black Diamond Plumbing & Mechanical	Refund Escrow Permit #RB24-001137 (1810 Willow Ln)	100.00
	Blue Construction Corp	Refund Escrow Permit #RB24-000786 (1112 Oakwood Dr)	100.00
	BRS Permitting	Refund Escrow Permit #RB241113 (826 Heritage)	100.00
	Chicago Bath Systems	Refund Escrow Permit #RB24-000328 (1413 Picadilly Ct)	100.00
	Chwala, Wojciech	Refund Escrow Permit #RB24-000724 (1102 N Meadow Ln)	100.00
	First Class Paving Inc	Refund Escrow Permit #RB24-000911 (615 N Pine St)	100.00
	Gonzales, Alvin	Refund Escrow Permit #RB24-000936 (615 S Elm St)	100.00
	Igoe, Jacqueline	Refund Escrow Permit #RB24-000770 (1918 Wood Ln)	100.00
	Jersey, Raymond	Refund Escrow Permit #RB24-000795 (500 S William St)	600.00
	JRC Design Build	Refund Escrow Permit #RB23-007158 (416 S Wille St)	350.00
	JRS Concrete Construction	Refund Escrow Permit #RB24-000116 (129 Bobby Ln)	100.00
	Kotelon, Janusz	Refund Escrow Permit #RB24-000916 (221 Can Dota Ave)	100.00
	Lee, Janet	Refund Escrow Permit #RB24-000575 (444 Bob O Link)	100.00
	Parks Plumbing and Sewer Inc	Refund Escrow Permit #RB24-000532 (1835 Locust Ln)	100.00
	Rick's Sewer & Drainage	Refund Escrow Permit #RB24-000985 (300 Eastwood Ave)	100.00
	Saudiva, Ziedakhon	Refund Escrow Permit #RB241131 (1717 Crystal Ln)	100.00
	Skor Construction Inc	Refund Escrow Permit #RB24-000152 (704 Eastman Dr)	100.00
	Szafarz, David	Refund Escrow Permit #RB23-008986 (702 I Oka Ave)	250.00
	Wooten Electric	Refund Escrow Permit #RB24-000949 (403 Na Wa Ta Ave)	100.00
	Wunder, Jennifer	Refund Escrow Permit #RB24-000995 (304 S. Hi Lusi)	100.00
073	Escrow Deposit Fund Total		\$ 13,200.00
Grand Total			\$ 4,723,023.41



Item Cover Page

Subject **1st reading of AN ORDINANCE AMENDING CHAPTER 8, "VILLAGE GOVERNMENT MISCELLANEOUS PROVISIONS," SECTION 115, "CONFLICTS OF INTEREST," OF THE VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS.**

Meeting **August 20, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD**

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category **NEW BUSINESS**

Type **Action Item**

Information

Elected Officials Ethics Ordinances: Committee of the Whole Presentation Review Current Practices and Direction is a top priority policy agenda action from the 2024-2025 Strategic Plan. Village Board members expressed interest in discussing concerns about conflict of interest and a need for a single elected official ethical regulation and guidance document. Staff and Village Attorneys completed a review of village ordinances, policies, state and federal legislation and found that most of the identified ethical issues are already addressed through multiple regulations; village code, state acts, internal policies, etc.

Discussion

The Village Attorney and staff provided the Village Board with a review of village ordinances, policies, state and federal legislation for discussion at the June 18, 2024, Committee of the Whole meeting. Staff found that most of the ethical issues village board members identified as concerns are already addressed through multiple regulations including the Village Code, state acts, internal policies, etc. The Village Board discussed the existing village code language and ethical policies and the result was for the Village Attorney and staff to draft amendments to the existing village language regarding:

- codifying the common law conflict of interest;
- anti-nepotism policy;
- express a fiduciary duty on the part of Village public officials to protect confidential information;
- a procedure for disclosing and resolving conflicts of interest;
- reporting financial interest by Village public officials; and
- establish penalties for violations of 8.115 Conflicts of Interest.

In addition, definitions in the 8.116 Rules and Definition were folded into 8.115 in the revision as well as revised accordingly for the proposed changes to the section.

The Village Attorney will be present to facilitate discussion and respond to questions.

There are two versions of the draft ordinance attached for consideration. The first version was drafted to include an anti-nepotism policy based on the June 18th Committee of the Whole discussion. A board member recently provided additional feedback and requested an alternative anti-nepotism policy that would include any subsidiary public body of the village instead of limiting appointments to certain boards and commissions.

Alternatives

1. Approve the proposed ordinance amending Chapter 8, "Village Government Miscellaneous Provisions," Section 115, "Conflicts of Interest," of the Village Code.
3. Action at the discretion of the Village Board.

Staff Recommendation

Action at the discretion of the Village Board. The staff recommends implementing an annual ethics training to improve awareness of ethical obligations.

Attachments

1. COW_Meeting_06.18.2024_Ethics_Agenda_Item
2. DRAFT Ethics Ordinance (Clean) on 8_7_2024(2017065.1) V1.0
3. Chapter 8.115 Redline 08.07.2024 V1.0
4. DRAFT Ethics Ordinance (Clean) on 8_7_2024(2017065.1)_08_13_2024_V2.0-- including any subsidiary public body
5. Chapter 8.115 Redline 08.13.2024_V2.0 - including any subsidiary public body



Item Cover Page

Subject	Ethical Standards Discussion
Meeting	June 18, 2024 - VILLAGE BOARD/COMMITTEE OF THE WHOLE REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	
Dollar Amount	
Budget Source	
Category	DISCUSSION ITEMS FOR COMMITTEE OF THE WHOLE
Type	Presentation

Information

Elected Officials Ethics Ordinances: Committee of the Whole Presentation Review Current Practices and Direction is a top priority policy agenda action from the 2024-2025 Strategic Plan. This action was carried over from the 2023 – 2024 Strategic Plan and is the result of Village Board members expressing interest in discussing concerns about conflict of interest and a need for a single elected officials ethical regulation and guidance document. Concerns include but are not limited to public office not being used for political or financial gain, confidentiality, representation, and endorsements.

Staff and Village Attorneys completed a review of village ordinances, policies, state and federal legislation and found that most of the identified ethical issues are already addressed through multiple regulations; village code, state acts, internal policies, etc.

Discussion

An ethical code provides a framework to assist an organization's members' decision-making by understanding the difference between right and wrong and establishing a commitment to uphold professional values, generating and sustaining trust, demonstrating respect and fairness.

The Village adopted ordinance 2678 establishing the "Conflicts of Interest", Village Code Section 8.115, in 1976. It remained unchanged until 1997 when it was updated to reflect changes in the State Ethics Code. This included adding favors to the definition of Gifts, adding a Self-Dealing subsection and inserting a requirement to disclosing family member employment in businesses seeking zoning consideration. In 2003, the subsection "Disclosure Statements" had several minor modifications which were focused on wording the questions so as not to be intrusive while still assuring a Village official is neither doing business with the Village or receiving any benefit from the Village that is not available to any other resident on the same basis. The 2004 code changes to Section 8.115 were required to implement the

provisions in the State Officials and Employees Ethics Act. In 2010, Ordinance 5815 then deletes the Disclosure Statement questions that were codified. This would have provided the flexibility to modify the questions without codifying each change. Ordinance 6215 approved 9-15-2015 amends 8.115 "Conflicts of Interest" to clean up left over language regarding the Disclosure Statement questions that were removed from the Village Code by Ordinance 5815 in 2010. The Village's Conflicts of Interest language has largely remained unchanged since it was adopted in 1976 other than adding subsection for the State Officials and Employees Ethics Act.

Requested Review of Ethical Language

Area of Review	Existing Village Code or Policy, State or Federal Legislation
Conflicts of Interest -Best interest of the Village and residents -Avoid creating the appearance of impropriety before the public -not use position for personal gain	See 8.115.A. Declaration of Policy requires that all officials, elected, appointed and salaried employees be independent and impartial, that public office not be used for personal gain; and the public have confidence in the integrity of its government. They are bound to observe in their official acts the highest standards of morality and to discharge their duty faithfully of their office....recognizing that the public interest must be their primary concern. (See the attached copy of Section 8.115 for the complete code language.
Statement of Economic Interest	Per Village Code 8.115. F. Disclosure Statement, all public officials shall file with the Village Clerk each year a disclosure statement. In addition, the County also requires a statement of economic interest to be filed per the Illinois Government Ethics Act (5 ILCS 420/)
Gift Ban	The Village Code 8.115 D. Gifts, Favors or Other Considerations states that no public official or his/her immediate family shall accept any gift (in excess of \$50), favor or consideration that may tend to influence the official in the discharge of their duties. The State Officials and Ethics Act - Article 10 - Gift Ban
Financial Conflicts	The Village Code 8.115.E. Official Activity: This subsection addresses self-dealing. A public office shall not enter into any business arrangement with Village (other than the job

	to which the official was appointed or elected) whereby the person receives any kind of compensation or consideration. The Public Official Prohibited Activities Act prohibits a person holding any office, elected or appointed, from having financial interest in a contract they may be called to act or vote on. Illinois Municipal Code also includes an interest in contracts section, which restricts municipal officials from having financial interests in any contract.
Fiduciary Duty	Public officials must act in a manner according with their common law fiduciary-duty obligation.
Official Misconduct	The Illinois Criminal Code 720 ILCS 5/33-3 defines Official Misconduct as if a public officer or employee commits any of the following acts: Intentionally or recklessly fails to perform any mandatory duty as required by law; or Knowingly performs an act which they know they are forbidden by law to perform; or with intent to obtain a personal advantage for themselves or another, they perform an act in excess of their lawful authority; or Solicit or knowingly accepts for the performance of any act a fee or reward which they know is not authorized by law. There is also language in the 720 ILCS 5 regarding bribes and solicitation misconduct.
Lobbying	Illinois Government Ethics Act prohibits elected officials from compensated lobbying. The Lobby Registration Act prohibits public officials from soliciting/communicating with an official for the ultimate purpose of influencing action NOT exclusively on behalf of that unit of local government.
Bids and Awarding Public Contracts	The Village is an Article 5 managerial form of government and the departments within the Village operate under the general supervision and control of the manager. In the Village Code, Chapter 4 Appointive Village Officers, Article 1 Village Manager - Section 4.103 - Powers and Duties of the Village Manager

	establishes the procurement authority including negotiating and awarding contracts and outline a process for reporting to the Village Board purchases related damages caused by accident or meeting the public emergency, The Village's Purchasing Policies and Procedures Manual establishes requirements for public bidding and purchasing processes. The Village also complies with state acts regarding competitive bidding and IL Prevailing Wage Act.
Prohibiting sexual harassment and providing a mechanism for reporting, and independent review of allegations made against an elected official	The Village's Anti-Discrimination and Harassment Policy covers the Mayor and Board of Trustees and all employees. It applies to conduct occurring within the workplace itself and other work-related settings such as Village business trips and/or Village business-related social events. The policy includes a complaint reporting and review process. The Village also has a Non-Discrimination and Equal Employment and Harassment Policy with the Employee Handbook. The Illinois Human Rights Act, State Officials and Employees Ethics Act, and the Civil Rights Act all apply. The Village conducts annual anti-discrimination and harassment training for all employees.
Village Travel Policy	The Employee Handbook includes a subsection outlining an approval process for Expenses for Professional Conferences pertaining to employees. Department Directors can approve the travel and training if the total cost is expected to be less than \$1,000. Advanced approval is required from both the Department Director and Village Manager (or Finance) in cases where training is more than \$1,000.

The Village Attorney and staff will be present to facilitate discussion and address questions from the Village Board.

Alternatives

1. Discuss current code sections and Village policies pertaining to conflicts of interests and ethics.
2. Staff recommends implementing annual on-line ethics training.
3. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends implementing an annual ethics training to improve awareness of ethical obligations.

Attachments

1. Village Code 8.115 Conflict of Interest

DRAFT DRAFT DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "VILLAGE GOVERNMENT MISCELLANEOUS PROVISIONS," SECTION 115, "CONFLICTS OF INTEREST," OF THE VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS:

Section 1: Section 8.115, "Conflicts of Interest" of Article I, "Officers; Employees," of Chapter 8, "Village Government Miscellaneous Provisions," of the Mount Prospect Village Code shall be amended as follows:

"8.115: CONFLICTS OF INTEREST:

For the purpose of this section 8.115, the following rules and definitions shall apply:

A. Rules and Definitions.

The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number, and the plural the singular.
2. The word "shall" is mandatory; the word "may" is permissive.
3. The masculine gender includes the feminine and neuter.

Whenever in this article the following words and phrases have been used, they shall, for the purposes of said article, have the meanings respectively ascribed to them in this section, except when the context otherwise indicates:

APPOINTED OFFICIAL: Any appointive officer, as set forth in chapter 4 of this code.

BUSINESS ENTITY: Any organization or enterprise operated for profit, including, but not limited to, a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.

ECONOMIC RELATIONSHIP: Any financial dealing, business relationship or client representation. This shall include any transaction or dealing of any kind or nature with a person or business seeking village approval, where the value of the goods, service or other benefit exchanged exceeds the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. However, in no event shall the term economic relationship be deemed to include a transaction in which the public official or Employee is the consumer of a good or service where the consumption of the good or service occurs in the ordinary course of business and the price of the good or service is fixed by the merchant or service provider is no different from that which is offered to the general public. Economic relationship shall also specifically include campaign contributions totaling more than \$150.00 (whether in cash or in kind) by the person or business seeking village approval made to or for the benefit of the public official or the public official's campaign committee or campaign fund in the past four-year time period.

FINANCIAL INTEREST. Any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee or otherwise. This shall include any such interest whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person or in a parent or subsidiary corporation, or in another subsidiary of the same parent corporation. A financial interest shall include, but is expressly not limited to, any economic relationship, as set forth above, of the public official or Employee's immediate family, as well as any economic interest held by an agent on behalf of a public official or Employee or their immediate family. It shall also include any economic interest held by an agent on behalf of an official or employee by a business entity managed or controlled by or by a trust in which a public official or Employee has a substantial interest. A business entity is controlled by a public official or Employee when that person or that person's immediate family, singly or in the aggregate, possess a majority ownership interest in the entity. An official or employee has a substantial interest in a trust when that person or that person's immediate family, singly or in the aggregate has a present or future interest worth more than \$1,000.00. "Financial interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a corporation whose shares are registered and traded on a nationally recognized securities market. "Financial Interest" shall also not include authorized compensation or salary paid to an public official or Employee for services rendered to the Village of Mount Prospect, or any economic benefit generally available to the residents of the village.

GIFT: Any gratuity, discount, entertainment, hospitality, loan, forbearance, property, real or personal, tangible or intangible, of a market value in excess of the amount set forth in appendix A, division I of this code, including but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee, member, or officer obtained by an individual without the payment of the property's full market value obtained without the payment of the property's full market value . Gifts from an individual's immediate family spouse, child, parent, grandparent, grandchild, brother, sister, parent- in-law, brother-in-

law, sister-in-law, aunt, uncle, or first cousin, or the spouse of any such person, or gifts to a church, religious, or charitable organization qualified as such under the provisions of the internal revenue code shall not be considered gifts for the purposes of this definition. Gifts of informational material such as books, pamphlets, reports, calendars or periodicals shall not be considered gifts for the purposes of this definition.

IMMEDIATE FAMILY: An individual's spouse, dependent children or others claimed by such individual as dependents for federal income tax purposes.

INTEREST IN REAL PROPERTY: Includes, but is not limited to, the following: legal or equitable title; a beneficial interest in any trust (including a land trust); any assignment of any interest from a beneficiary or any other party of an interest; a power to direct conveyance; a right to receive rents or proceeds from property; the obligation to pay rent; a lien; a tax sale certificate; an option; or any other financial interest, real or personal, direct or indirect, in such property including status as a nominee or undisclosed principal.

PERSON: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee and any other organization or group of persons acting in concert.

PUBLIC OFFICIAL: Any person who seeks to be elected or is elected to any public office in the village government, or is appointed as mayor, as trustee or as a member of the planning and zoning commission, the finance commission, or the board of fire and police commissioners.

VILLAGE: The village of Mount Prospect, Cook County, Illinois.

VILLAGE APPROVAL: Any discretionary decision or act that may be subject to official action by the corporate authorities.

B. Declaration Of Policy. The proper operation of government requires that all officials, elected and appointed, hereinafter referred to as public officials, be independent, and impartial and responsible to the people they serve; that government decisions and policy be made and carried out in the proper channels of the government structure; that public office not be used for personal gain or to advance the interest of family or relatives; and that the public have confidence in the integrity of its government. The attainment of one or more of these ends is impaired whenever there exists, or appears to exist, an actual or potential conflict between the private interests of a public

official and/or an appointed official and his or her duties as an official. The public interest requires, therefore, that the law protects against such conflicts of interest and establishes appropriate ethical standards with respect to conduct in situations where actual or potential conflicts exist.

C. Nonpartisan Organization.

1. No public official, whether elected or appointed, shall promise an appointment to any salaried municipal position as a reward for any political activity.

2. No public official, whether elected or appointed, shall cause any other village employee to contribute to, or perform work for any political party as a condition of continued employment.

D. Public Property. No public official shall request or permit the use of village owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for use of such public official in the conduct of official business.

E. Gifts, Favors Or Other Considerations. No public official or his/her immediate family shall accept any gift, favor or consideration, from any person who the official knows is interested directly or indirectly in any manner whatsoever in business dealings with the village or is seeking village approval, nor shall such public official:

1. Accept any gift, favor or other consideration of value that may tend to influence the official in the discharge of his or her duties; or

2. Grant in the discharge of his or her duties any improper favor, service or thing of value.

F. Official Activity.

1. Self-Dealing: A public official shall not enter into any business arrangement with the village (other than the job to which the official was appointed or elected) whereby the person receives any kind of compensation or consideration. This shall apply whether the business arrangement is in the name of the public official or in the name of a business entity in or by which the public official has an ownership or equity interest or is employed in a managerial or supervisory capacity.

The foregoing shall not apply in the following circumstances:

- a. The public official makes full public disclosure of the nature of the business relationship and refrains from acting or voting on the issue; and
- b. The equity interest is in a company whose securities are traded on a national exchange and is less than one percent (1%) or the person will have no managerial or other authority with respect to the transaction.

2. Spouse Or Dependent Child As An Employee: If the spouse or a dependent child of a village employee is employed by a business entity applying for zoning, licensing or permit consideration from the village, the village employee shall make written disclosure to the mayor and board of trustees of the employment relationship of the spouse or dependent child prior to the village taking any action with respect to the application.

3. Agency Representation: No such public official may represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract, work or other consideration from the village in regard to which such official may be called upon to act or vote.

4. Public Official's Own Home, Property Or Business: Nothing in this section shall prevent a public official from seeking, through the appropriate process, any otherwise lawful zoning, licensing or permitting consideration from the village for the official's own home, property or business.

Any contract made or procured in violation of this subsection F shall be void.

G. Disclosure Statements.

1. All public officials shall file with the village clerk each year a disclosure statement. This disclosure statement is separate and in addition to the Statement of Economic Interests mandated by the Illinois Governmental Ethics Act (5 ILCS 420/4A-101).

2. The disclosure statement required above shall be completed on forms provided by the village clerk and shall be filed pursuant to the following schedule:

a. Any person appointed as a public official shall file his or her disclosure statement prior to appointment, if required to do so by this article. The disclosure statement shall apply to the 12 months immediately preceding the taking of office.

b. Any other public official, elected or appointed, shall file his or her disclosure statement annually on or before May 1.

3. The village clerk shall provide each person filing such disclosure statement with a written receipt, indicating the date on which such filing took place.

4. All disclosure statements so filed under this section shall be available for examination and copying by the public during regular business hours.

a. Each person examining a disclosure statement shall fill out a form prepared by the village clerk, identifying the examiner by name, occupation, address and telephone number, listing the date of examination and reason for such examination.

b. The village clerk shall promptly notify each person required to file a disclosure statement under this section of each instance of an examination of his disclosure statement by sending him a duplicate original of the identification form filled out by the person examining his disclosure statement.

5. The Disclosure Statement shall report the following:

a. Real Property: Any Interest in real property located inside or in an unincorporated area within one and one-half miles of the corporate limits of the village. The statement shall include the common address and permanent index number ("PIN") of each parcel of real estate owned and shall indicate the nature of the interest held in the real estate. The property in which the official resides shall be exempt from the provisions of this section.

b. Gifts, Loans and Services. Any gifts or services rendered, or series of gifts or services rendered that have a total or cumulative value matching the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. If the official filing the statement was released from any indebtedness or series of indebtedness totaling more than \$150.00 by any person or business entity doing business with the village without either paying the total balance due or giving adequate consideration, a statement shall be included listing the name of the creditor, the nature and amount of the indebtedness released and a description of the circumstances concerning the release. The foregoing

shall not apply to consumer discounts or premiums received by an official, from a business, where the same discounts or premiums are offered to all consumers.

c. Interest in Business Entity Doing Business with the Village or Seeking Village Action. Any financial or ownership interest of 1% or more in any business entity doing business with or seeking consideration from the village during any calendar year. The disclosure shall include the extent and nature of the ownership interest and the type of business conducted with the village or the village action sought.

d. Position of Influence in Business Entity Doing Business with the Village or Seeking Village Action. Any position of influence such as officer, director, partner, attorney for, or consultant for any business entity doing business with or seeking village action. The disclosure shall include the position and the type of business conducted with the village or the village action sought.

e. Employment by Business Entity Doing Business with the Village or Seeking Village Action. Any employment by any entity doing business with the village or seeking village action. The statement shall include the name of the employing entity and the type of business conducted with the village or the village action sought.

f. Personal Business Done with the Village or Village Action Sought. Any business which has been done with or any consideration which has been sought from the village. This statement shall include the type of business with the village or the village action sought.

g. Liquor Industry Interests. Any financial interest in any entity holding a liquor license in the village.

H. Policy Disclosure of Economic Relationship.

1. Policy Statement. One of the primary duties of a public official is to exercise sound discretion where the person(s) and/or a business entity seeks village action. From time to time, a public official may be required to act in circumstances where the public official is involved in an economic relationship with a person(s) and/or business entity seeking village action. This section shall be construed broadly for the purpose of granting to village citizens full knowledge of the dealings of public officials as those dealings may relate to village business.

2. Transparency Statement Required. When a public official is called upon to consider village action in the course of his or her official duties, the public official shall publicly disclose any economic relationship the public official has with a person(s) and/or business entity prior to considering village action, where either: (1) the public official has a current economic relationship with a person(s) and/or business entity; or (2) the public official has had a previous economic relationship with a person(s) and/or business entity while the public official knew that the person(s) and/or business entity was seeking village action; or, (3) the public official is actively pursuing an opportunity to establish an economic relationship with the person(s) and/or business entity. If disclosure pursuant to this policy would violate a confidential relationship between the public official and the person(s) and/or business entity, (such as an attorney/client privilege or HIPAA), then the public official shall abstain from participating in the village action and when abstaining, need state only that the abstention is done pursuant to this policy. In the case of disclosure of campaign contributions, the actual amount of the contributions shall be disclosed.

3. The transparency statement shall be filed with the village clerk prior to the time of considering or taking any village action and as soon as reasonably practicable after the conflict is known to the public official. If the transparency statement is from a public official, the transparency statement shall be read into the record at the regular meeting of the village board occurring immediately after the transparency statement is filed. However, should the matter require discussion prior to such meeting, then the village clerk shall give notice of the transparency statement to the village manager, the village president, and each member of the village board within twenty-four (24) hours of its filing.

Notwithstanding the foregoing, in no event shall the public official be required or expected to disclose any matter of which the public official does not have actual knowledge.

I. Campaign Contributions. Campaign contributions shall be reported by all candidates for elected village office in strict conformity with the provisions of the Illinois state statutes.

J. State Officials and Employees Ethics Act.

1. The regulations of sections 5-15 and article 10 of the State Officials and Employees Ethics Act, 5 Illinois Compiled Statutes 430/1-1 et seq. (hereinafter referred to as the "Act" in this subsection J), are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 Illinois Compiled Statutes 430/70-5.

2. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the village, is hereby prohibited.

3. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the Act, is hereby prohibited.

4. The participation in political activities prohibited under the Act, by any officer or employee of the village, is hereby prohibited.

5. For purposes of this subsection J, the terms "officer" and "employee" shall be defined as set forth in 5 Illinois Compiled Statutes 430/70-5(c).

6. The penalties for violations of this subsection J shall be the same as those penalties set forth in 5 Illinois Compiled Statutes 430/50-5 for similar violations of the Act.

7. This subsection J does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this subsection J, however, the provisions of this subsection J shall prevail in accordance with the provisions of 5 Illinois Compiled Statutes 430/70-5(a).

8. Any amendment to the Act that becomes effective after the effective date of this subsection J shall be incorporated into this subsection J by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this subsection J by reference without formal action by the corporate authorities of the village.

9. If the Illinois supreme court declares the Act unconstitutional in its entirety, then this subsection J shall be repealed as of the date that the Illinois supreme court's decision becomes final and not subject to any further appeals or rehearings. This subsection J shall be deemed repealed without further action by the corporate authorities of the village if the Act is found unconstitutional by the Illinois supreme court.

10. If the Illinois supreme court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this subsection J shall remain in full force and effect; however, that part of this subsection J relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the village.

K. Anti-Nepotism Policy.

Nepotism occurs where favors, advantages, or positions are granted to relatives, friends, or associates of an elected official or an individual appointed to complete the term of an elected official position and causes public concern regarding qualifications of appointees and employees. It is therefore the policy of the Village that:

1. The immediate family of an elected official or an individual appointed to complete the term of an elected official position shall not be appointed, hired, or employed to work for the village in any position.

2. This policy shall not affect officials elected or appointed prior to the effective date of this ordinance, unless and until the expiration, termination, or completion of their role or term in office.

3. This policy shall not affect an appointive officer appointed prior to an elected official's obtainment of office within the village.

4. This policy shall not affect an appointive officer appointed prior to becoming the immediate family of an elected official of the village.

5. Where the immediate family of an elected official or an individual appointed to complete the term of an elected official position is exempt based on subsection (2-4), that official may not appoint, hire, promote, advance, or advocate for the appointment, advancement, promotion, or hiring of their immediate family.

6. No elected official or an individual appointed to complete the term of an elected official position may evaluate the job performance of, recommend an increase in salary/compensation for, or participate in the discipline of their immediate family, including but not limited to investigating alleged misconduct.

7. This section does not apply to immediate family serving in a volunteer capacity, providing a charitable service that would include appointment to village boards or commissions, other than the planning & zoning commission, the board of fire and police commissioners, and the finance commission.

L. Standard for Determining Conflict of Interest.

A conflict of interest is created when a non-Village interest could impair the public official's ability to exercise independent judgment on behalf of the village. The standard for determining independent judgment is objective and shall be based on whether a person of ordinary and reasonable judgment would be affected. The public official shall consider the following factors when determining if a conflict exists:

1. Whether a substantial threat to his or her independence of judgment is created by the conflict situation;
2. The effect of his or her participation on public confidence in the integrity of the village;
3. Whether his or her participation is likely to have a significant effect on the disposition of the matter;
4. The need for his or her particular contribution, such as special knowledge of the subject matter, to the effective functioning of the village.

Notwithstanding the factors outlined above, a person shall be deemed to have a conflict of interest in the following circumstances:

1. The person is seeking to acquire a 1% or more ownership interest in or is about to become an officer, director, management official, employee, attorney or other professional consultant in any entity seeking village action or attempting to establish a business relationship with the village.

2. The person is representing another person or entity as an advocate or consultant in a matter not concerning the village in which the other entity or person being represented has another interest which is adverse to the interests of the village, or when that other entity or person is actively seeking other village action.

M. Resolving Conflicts of Interest.

1. If a public official of the village develops a conflict of interest that is prohibited by statute, that person will abide by the statute in question.

2. If a public official of the village develops a conflict of interest that is prohibited by this code, that person shall abstain from any discussion, statement or vote on the matter.

3. If a public official of the village develops a conflict of interest that is not prohibited by statute or is not defined by this code, that member shall be permitted to issue written statements with respect to or participate in public meeting discussions of the issue involved in the conflict.

4. Any public official who develops a conflict of interest described in (1)-(3), above, shall abide by the following:

a. Make a full written disclosure to the village clerk or make public disclosure of the conflict at an open meeting.

b. Refrain from voting on the issue involved in the conflict.

c. Refrain from private discussions with other members of the corporate authorities, village staff members or village consultants with respect to the issue involved in the conflict.

N. Non-Disclosure of Confidential Information.

Public officials, in the course of their duties, obtain confidential information concerning matters of vital interest to the Village. Public officials shall not publicly disclose such confidential information if doing so violates their fiduciary duty to promote and support the best interests of the Village and its citizens.

Section 2: Section 8.116, "Rules and Definitions," of Article I, "Officers; Employees," of Chapter 8, "Village Government Miscellaneous Provisions," of the Mount Prospect Village Code shall be deleted and moved to Section 8.115, "Conflicts of

Interest,” of Article I, “Officers; Employees,” of Chapter 8, “Village Government Miscellaneous Provisions,” of the Mount Prospect Village Code.

Section 3: Section 8.117, ‘Penalty,” of Article I, “Officers; Employees,” of Chapter 8, “Village Government Miscellaneous Provisions,” of the Mount Prospect Village Code shall be renumbered as section 8.116 and amended as follows:

8.116: PENALTY:

Any person, firm or corporation found guilty of violating the provisions of any section of this article, or part thereof, shall be guilty of a misdemeanor and shall be fined in an amount not to exceed that which is set forth in appendix A, division III of this code, and/or removal from office. Each day that a violation is permitted to exist shall constitute a separate offense.

Violations of this section shall be determined by an administrative law judge, pursuant to Article XII of this code. Prior to seeking circuit court adjudication of violations of any section of this article, a preliminary review by the village’s administrative law judge, pursuant to Article XXI of this Chapter 8, shall be conducted.

The administrative law judge shall make a determination as to whether there is probable cause to issue a complaint to the circuit court of cook county for a violation of this section and then shall cause such complaint to be issued.

ADOPTED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2024, and attested to by the Village Clerk this same day.

Mayor Paul Wm. Hoefert

ATTEST:

Karen Agoranos, Village Clerk

8.115: CONFLICTS OF INTEREST:

A. Rules and Definitions.

The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number, and the plural the singular.

2. The word "shall" is mandatory; the word "may" is permissive.

3. The masculine gender includes the feminine and neuter.

~~B.~~ Whenever in this article the following words and phrases have been used, they shall, for the purposes of said article, have the meanings respectively ascribed to them in this section, except when the context otherwise indicates:

APPOINTED OFFICIAL: Any appointive officer, as set forth in chapter 4 of this code.

BUSINESS ENTITY: Any organization or enterprise operated for profit, including, but not limited to, a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.

ECONOMIC RELATIONSHIP: Any financial dealing, business relationship or client representation.

This shall include any transaction or dealing of any kind or nature with a person or business seeking village approval, where the value of the goods, service or other benefit exchanged exceeds the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. However, in no event shall the term economic relationship be deemed to include a transaction in which the public official or Employee is the consumer of a good or service where the consumption of the good or service occurs in the

ordinary course of business and the price of the good or service is fixed by the merchant or service provider is no different from that which is offered to the general public. Economic relationship shall also specifically include campaign contributions totaling more than \$150.00 (whether in cash or in kind) by the person or business seeking village approval made to or for the benefit of the public official or the public official's campaign committee or campaign fund in the past four-year time period.

FINANCIAL INTEREST. Any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee or otherwise. This shall include any such interest whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person or in a parent or subsidiary corporation, or in another subsidiary of the same parent corporation. A financial interest shall include, but is expressly not limited to, any economic relationship, as set forth above, of the public official or Employee's immediate family, as well as any economic interest held by an agent on behalf of a public official or Employee or their immediate family. It shall also include any economic interest held by an agent on behalf of an official or employee by a business entity managed or controlled by or by a trust in which a public official or Employee has a substantial interest. A business entity is controlled by a public official or Employee when that person or that person's immediate family, singly or in the aggregate, possess a majority ownership interest in the entity. An official or employee has a substantial interest in a trust when that person or that person's immediate family, singly or in the aggregate has a present or future interest worth more than \$1,000.00. "Financial interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a corporation whose shares are registered and traded on a nationally recognized securities market. "Financial Interest" shall also not include authorized compensation

or salary paid to a public official or Employee for services rendered to the Village of Mount Prospect, or any economic benefit generally available to the residents of the village.

GIFT: Any gratuity, discount, entertainment, hospitality, loan, forbearance, property, real or personal, tangible or intangible, of a market value in excess of the amount set forth in appendix A, division I of this code, including but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee, member, or officer obtained by an individual without the payment of the property's full market value. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin, or the spouse of any such person, or gifts to a church, religious, or charitable organization qualified as such under the provisions of the internal revenue code shall not be considered gifts for the purposes of this definition. Gifts of informational material such as books, pamphlets, reports, calendars or periodicals shall not be considered gifts for the purposes of this definition.

IMMEDIATE FAMILY: An individual's spouse, dependent children or others claimed by such individual as dependents for federal income tax purposes.

INTEREST IN REAL PROPERTY: Includes, but is not limited to, the following: legal or equitable title; a beneficial interest in any trust (including a land trust); any assignment of any interest from a beneficiary or any other party of an interest; a power to direct conveyance; a right to receive rents or proceeds from property; the obligation to pay rent; a lien; a tax sale certificate; an option; or any other financial interest, real or personal, direct or indirect, in such property including status as a nominee or undisclosed principal.

PERSON: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee and any other organization or group of persons acting in concert.

PUBLIC OFFICIAL: Any person who seeks to be elected or is elected to any public office in the village government, or is appointed as mayor, as trustee or as a member of the planning and zoning commission; the finance commission, or the board of fire and police commissioners.

VILLAGE: The village of Mount Prospect, Cook County, Illinois.

VILLAGE APPROVAL: Any discretionary decision or act that may be subject to official action by the corporate authorities.

BA. Declaration Of Policy: The proper operation of government requires that all officials, elected, ~~and~~ appointed ~~and salaried employees~~, hereinafter referred to as village officials, be independent and impartial and responsible to the people they serve; that government decisions and policy be made and carried out in the proper channels of the government structure; that public office not be used for personal gain of to advance the interest of family or relatives; and that the public have confidence in the integrity of its government. The attainment of one or more of these ends is impaired whenever there exists, or appears to exist, an actual or potential conflict between the private interests of a public official and/or appointed official ~~government official~~ and his or her duties as an official. The public interest requires, therefore, that the law protect against such conflicts of interest and establish es appropriate ethical standards with respect to conduct in situations where actual or potential conflicts exist.

~~1. Public officials are agents of public purpose and hold office for the benefit of the public; they are bound to uphold the constitution of the United States and the constitution of the state of Illinois and to carry out impartially the laws of the nation, state and village, thus fostering respect~~

~~for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.~~

~~———2. All officials of the village shall not exceed their authority, or breach the law or ask others to do so.~~

CB. Nonpartisan Organization.

1. No public official, whether elected or appointed, shall promise an appointment to any salaried municipal position as a reward for any political activity.

2. No public official, whether elected or appointed, shall cause any other village employee to contribute to, or perform work for any political party as a condition of continued employment.

DE. Public Property. No public official shall request or permit the use of village owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally, or are provided as municipal policy for use of such public official in the conduct of official business.

ED. Gifts, Favors Or Other Considerations: No public official or his/her immediate family shall accept any gift, favor or consideration, from any person which the official knows is interested directly or indirectly in any manner whatsoever in business dealings with the village, nor shall such public official:

1. Accept any gift, favor or other consideration of value that may tend to influence the official in the discharge of his or her duties; or

2. Grant in the discharge of his or her duties any improper favor, service or thing of value.

EE. Official Activity:

1. Self-Dealing: A public official shall not enter into any business arrangement with the village (other than the job to which the official was appointed or elected) whereby the person receives any kind of compensation or consideration. This shall apply whether the business arrangement is in the name of the public official or in the name of a business entity in or by which the public official has an ownership or equity interest or is employed in a managerial or supervisory capacity.

The foregoing shall not apply in the following circumstances:

a. The public official makes full public disclosure of the nature of the business relationship and refrains from acting or voting on the issue; and

b. The equity interest is in a company whose securities are traded on a national exchange and is less than one percent (1%) or the person will have no managerial or other authority with respect to the transaction.

2. Spouse Or Dependent Child As An Employee: If the spouse or a dependent child of a village employee is employed by a business entity applying for zoning, licensing or permit consideration from the village, the village employee shall make written disclosure to the mayor and board of trustees of the employment relationship of the spouse or dependent child prior to the village taking any action with respect to the application.

3. Agency Representation: No such public official may represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract, work or other consideration from the village in regard to which such official may be called upon to act or vote.

4. Public Official's Own Home, Property Or Business: Nothing in this section shall prevent a public official from seeking, through the appropriate process, any otherwise lawful zoning, licensing or permitting consideration from the village for the official's own home, property or business.

Any contract made or procured in violation of this subsection ~~FE~~ shall be void.

GF. Disclosure Statements:

1. All public officials shall file with the village clerk each year a disclosure statement. This disclosure statement is separate and in addition to the Statement of Economic Interests mandated by the Illinois Government Ethics Act (5 ILCS 420/4A-101).

2. The disclosure statement required above shall be completed on forms provided by the village clerk and shall be filed pursuant to the following schedule:

a. Any person appointed as a public official shall file his or her disclosure statement prior to appointment, if required to do so by this article. The disclosure statement shall apply to the 12 months immediately preceding the taking of office.

b. Any other public official, elected or appointed, shall file his or her disclosure statement annually on or before May 1.

3. The village clerk shall provide each person filing such disclosure statement with a written receipt, indicating the date on which such filing took place.

4. All disclosure statements so filed under this section shall be available for examination and copying by the public during regular business hours.

a. Each person examining a disclosure statement shall fill out a form prepared by the village clerk, identifying the examiner by name, occupation, address and telephone number, listing the date of examination and reason for such examination.

b. The village clerk shall promptly notify each person required to file a disclosure statement under this section of each instance of an examination of his disclosure statement by sending him a duplicate original of the identification form filled out by the person examining his disclosure statement.

5. The Disclosure Statement shall report the following:

a. Real Property: Any Interest in real property located inside or in an unincorporated area within one and one-half miles of the corporate limits of the village. The statement shall include the common address and permanent index number ("PIN") of each parcel of real estate owned and shall indicate the nature of the interest held in the real estate. The property in which the official resides shall be exempt from the provisions of this section.

b. Gifts, Loans and Services. Any gifts or services rendered, or series of gifts or services rendered that have a total or cumulative value matching the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. If the official filing the statement was released from any indebtedness or series of indebtedness totaling more than \$150.00 by any person or business entity doing business with the village without either paying the total balance due or giving adequate consideration, a statement shall be included listing the name of the creditor, the nature and amount of the indebtedness released and a description of the circumstances concerning the release. The foregoing shall not apply to consumer discounts or premiums received by an official, from a business, where the same discounts or premiums are offered to all consumers.

c. Interest in Business Entity Doing Business with the Village or Seeking Village Action. Any financial or ownership interest of 1% or more in any business entity doing business with or seeking consideration from the village during any calendar year. The disclosure shall include the extent and nature of the ownership interest and the type of business conducted with the village or the village action sought.

d. Position of Influence in Business Entity Doing Business with the Village or Seeking Village Action. Any position of influence such as officer, director, partner, attorney for, or consultant for any business entity doing business with or seeking village action. The disclosure shall include the position and the type of business conducted with the village or the village action sought.

e. Employment by Business Entity Doing Business with the Village or Seeking Village Action. Any employment by any entity doing business with the village or seeking village action. The statement shall include the name of the employing entity and the type of business conducted with the village or the village action sought.

f. Personal Business Done with the Village or Village Action Sought. Any business which has been done with or any consideration which has been sought from the village. This statement shall include the type of business with the village or the village action sought.

g. Liquor Industry Interests. Any financial interest in any entity holding a liquor license in the village.

H. Policy Disclosure of Economic Relationship.

1. Policy Statement. One of the primary duties of a public official is to exercise sound discretion where the person(s) and/or a business entity seeks village action. From time to time, a

public official may be required to act in circumstances where the public official is involved in an economic relationship with a person(s) and/or business entity seeking village action. This section shall be construed broadly for the purpose of granting to village citizens full knowledge of the dealings of public officials as those dealings may relate to village business.

2. Transparency Statement Required. When a public official is called upon to consider village action in the course of his or her official duties, the public official shall publicly disclose any economic relationship the public official has with a person(s) and/or business entity prior to considering village action, where either: (1) the public official has a current economic relationship with a person(s) and/or business entity; or (2) the public official has had a previous economic relationship with a person(s) and/or business entity while the public official knew that the person(s) and/or business entity was seeking village action; or, (3) the public official is actively pursuing an opportunity to establish an economic relationship with the person(s) and/or business entity. If disclosure pursuant to this policy would violate a confidential relationship between the public official and the person(s) and/or business entity, (such as an attorney/client privilege or HIPAA), then the public official shall abstain from participating in the village action and when abstaining, need state only that the abstention is done pursuant to this policy. In the case of disclosure of campaign contributions, the actual amount of the contributions shall be disclosed.

3. The transparency statement shall be filed with the village clerk prior to the time of considering or taking any village action and as soon as reasonably practicable after the conflict is reasonably known to the public official. If the transparency statement is from a public official, the transparency statement shall be read into the record at the regular meeting of the village board occurring immediately after the transparency statement is filed. However, should the matter require discussion prior to such meeting, then the village clerk shall give notice of the transparency

statement to the village manager, the village president, and each member of the village board within twenty-four (24) hours of its filing.

Notwithstanding the foregoing, in no event shall the public official be required or expected to disclose any matter of which the public official does not have actual knowledge.

IG. Campaign Contributions: Campaign contributions shall be reported by all candidates for elected village office in strict conformity with the provisions of the Illinois state statutes.

HJ. State Officials And Employees Ethics Act:

1. The regulations of sections 5-15 1 and article 10 2 of the state officials and employees ethics act, 5 Illinois Compiled Statutes 430/1-1 et seq. (hereinafter referred to as the "act" in this subsection H), are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 Illinois Compiled Statutes 430/70-5.

2. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the act, by any officer or any employee of the village, is hereby prohibited.

3. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the act, is hereby prohibited.

4. The participation in political activities prohibited under the act, by any officer or employee of the village, is hereby prohibited.

5. For purposes of this subsection H, the terms "officer" and "employee" shall be defined as set forth in 5 Illinois Compiled Statutes 430/70-5(c).

6. The penalties for violations of this subsection H shall be the same as those penalties set forth in 5 Illinois Compiled Statutes 430/50-5 for similar violations of the act.

7. This subsection H does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this subsection H, however, the provisions of this subsection H shall prevail in accordance with the provisions of 5 Illinois Compiled Statutes 430/70-5(a).

8. Any amendment to the act that becomes effective after the effective date of this subsection H shall be incorporated into this subsection H by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this subsection H by reference without formal action by the corporate authorities of the village.

9. If the Illinois supreme court declares the act unconstitutional in its entirety, then this subsection H shall be repealed as of the date that the Illinois supreme court's decision becomes final and not subject to any further appeals or rehearings. This subsection H shall be deemed repealed without further action by the corporate authorities of the village if the act is found unconstitutional by the Illinois supreme court.

10. If the Illinois supreme court declares part of the act unconstitutional but upholds the constitutionality of the remainder of the act, or does not address the remainder of the act, then the remainder of the act as adopted by this subsection H shall remain in full force and effect; however, that part of this subsection H relating to the part of the act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the village.

K. Anti-Nepotism Policy.

Nepotism occurs where favors, advantages, or positions are granted to relatives, friends, or associates of an elected official or an individual appointed to complete the term of an elected official position and causes public concern regarding qualifications of appointees and employees. It is therefore the policy of the Village that:

1. The immediate family of an elected official or an individual appointed to complete the term of an elected official position shall not be appointed, hired, or employed to work for the village in any position.

2. This policy shall not affect officials elected or appointed prior to the effective date of this ordinance, unless and until the expiration, termination, or completion of their role or term in office.

3. This policy shall not affect an appointive officer appointed prior to an elected official's obtainment of office within the village.

4. This policy shall not affect an appointive officer appointed prior to becoming the immediate family of an elected official of the village.

5. Where the immediate family of an elected official or an individual appointed to complete the term of an elected official position is exempt based on subsection (2-4), that official may not appoint, hire, promote, advance, or advocate for the appointment, advancement, promotion, or hiring of their immediate family.

6. No elected official or an individual appointed to complete the term of an elected official position may evaluate the job performance of, recommend an increase in salary/compensation for, or participate in the discipline of their immediate family, including but not limited to investigating alleged misconduct.

7. _____ This section does not apply to immediate family serving in a volunteer capacity, providing a charitable service that would include appointment to village boards or commissions, other than the planning & zoning commission, the board of fire and police commissioners, and the finance commission.

L. _____ Standard for Determining Conflict of Interest.

A conflict of interest is created when a non-Village interest could impair the public official's ability to exercise independent judgment on behalf of the village. The standard for determining independent judgment is objective and shall be based on whether a person of ordinary and reasonable judgment would be affected. The public official shall consider the following factors when determining if a conflict exists:

1. _____ Whether a substantial threat to his or her independence of judgment is created by the conflict situation;

2. _____ The effect of his or her participation on public confidence in the integrity of the village;

3. _____ Whether his or her participation is likely to have a significant effect on the disposition of the matter;

4. _____ The need for his or her particular contribution, such as special knowledge of the subject matter, to the effective functioning of the village.

Notwithstanding the factors outlined above, a person shall be deemed to have a conflict of interest in the following circumstances:

1. _____ The person is seeking to acquire a 1% or more ownership interest in or is about to become an officer, director, management official, employee, attorney or other professional

consultant in any entity seeking village action or attempting to establish a business relationship with the village.

2. The person is representing another person or entity as an advocate or consultant in a matter not concerning the village in which the other entity or person being represented has another interest which is adverse to the interests of the village, or when that other entity or person is actively seeking other village action.

M. Resolving Conflicts of Interest.

1. If a public official of the village develops a conflict of interest that is prohibited by statute, that person will abide by the statute in question.

2. If a public official of the village develops a conflict of interest that is prohibited by this code, that person shall abstain from any discussion, statement or vote on the matter.

3. If a public official of the village develops a conflict of interest that is not prohibited by statute or is not defined by this code, that member shall be permitted to issue written statements with respect to or participate in public meeting discussions of the issue involved in the conflict.

4. Any public official who develops a conflict of interest described in (1)-(3), above, shall abide by the following:

a. Make a full written disclosure to the village clerk or make public disclosure of the conflict at an open meeting.

b. Refrain from voting on the issue involved in the conflict.

c. Refrain from private discussions with other members of the corporate authorities, village staff members or village consultants with respect to the issue involved in the conflict.

N. Non-Disclosure of Confidential Information.

Public officials, in the course of their duties, obtain confidential information concerning matters of vital interest to the Village. Public officials shall not publicly disclose such confidential information if doing so violates their fiduciary duty to promote and support the best interests of the Village and its citizens.

Notes

1 1. 5 ILCS 430/5-15.

2 2. 5 ILCS 430/10-10 - 10-40.

8.116: RULES AND DEFINITIONS:

~~A. The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:~~

~~1. The singular number includes the plural number, and the plural the singular.~~

~~2. The word "shall" is mandatory; the word "may" is permissive.~~

~~3. The masculine gender includes the feminine and neuter.~~

~~=B. Whenever in this article the following words and phrases have been used, they shall, for the purposes of said article, have the meanings respectively ascribed to them in this section, except when the context otherwise indicates:~~

~~=BUSINESS ENTITY: Any organization or enterprise operated for profit, including, but not limited to, a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.~~

~~=GIFT: Any property, real or personal, tangible or intangible, of a market value in excess of the amount set forth in appendix A, division I of this code, obtained by an individual without the payment of the property's full market value. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin, or the spouse of any such person, or gifts to a church, religious, or charitable organization qualified as such under the provisions of the internal revenue code shall not be considered gifts for the purposes of this definition. Gifts of informational material such as books, pamphlets, reports, calendars or periodicals shall not be considered gifts for the purposes of this definition.~~

~~=IMMEDIATE FAMILY: An individual's spouse, dependent children or others claimed by such individual as dependents for federal income tax purposes.~~

~~=INTEREST IN REAL PROPERTY: Includes, but is not limited to, the following: legal or equitable title; a beneficial interest in any trust (including a land trust); any assignment of any interest from a beneficiary or any other party of an interest; a power to direct conveyance; a right to receive rents or proceeds from property; the obligation to pay rent; a lien; a tax sale certificate; an option; or any other financial interest, real or personal, direct or indirect, in such property including status as a nominee or undisclosed principal.~~

~~PERSON: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee and any other organization or group of persons acting in concert.~~

~~PUBLIC OFFICIAL: Any person who seeks to be elected or is elected to any public office in the village government, or is appointed as mayor, as trustee or as a member of the planning and zoning commission, or as manager, or head of any department of the village.~~

~~VILLAGE: The village of Mount Prospect, Cook County, Illinois. (Ord. 2678, 12-7-1976; amd. Ord. 5189, 5-15-2001; Ord. 5219, 11-6-2001)~~

8.1167: PENALTY:

Any person, firm or corporation found guilty of violating the provisions of any section of this article, or part thereof, shall be guilty of a misdemeanor and shall be fined in an amount not to exceed that which is set forth in appendix A, division III of this code, and/or removal from office. Each day that a violation is permitted to exist shall constitute a separate offense.

Violations of this section shall be determined by an administrative law judge, pursuant to Article XII of this code. Prior to seeking circuit court adjudication of violations of any section of this article, a preliminary review by the village's administrative law judge, pursuant to Article XXI of this Chapter 8, shall be conducted.

The administrative law judge shall make a determination as to whether there is probable cause to issue a complaint to the circuit court of cook county for a violation of this section and then shall cause such complaint to be issued.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "VILLAGE GOVERNMENT MISCELLANEOUS PROVISIONS," SECTION 115, "CONFLICTS OF INTEREST," OF THE VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS:

Section 1: Section 8.115, "Conflicts of Interest" of Article I, "Officers; Employees," of Chapter 8, "Village Government Miscellaneous Provisions," of the Mount Prospect Village Code shall be amended as follows:

"8.115: CONFLICTS OF INTEREST:

For the purpose of this section 8.115, the following rules and definitions shall apply:

A. Rules and Definitions.

The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number, and the plural the singular.
2. The word "shall" is mandatory; the word "may" is permissive.
3. The masculine gender includes the feminine and neuter.

Whenever in this article the following words and phrases have been used, they shall, for the purposes of said article, have the meanings respectively ascribed to them in this section, except when the context otherwise indicates:

APPOINTED OFFICIAL: Any appointive officer, as set forth in chapter 4 of this code.

BUSINESS ENTITY: Any organization or enterprise operated for profit, including, but not limited to, a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.

ECONOMIC RELATIONSHIP: Any financial dealing, business relationship or client representation. This shall include any transaction or dealing of any kind or nature with a person or business seeking village approval, where the value of the goods, service or other benefit exchanged exceeds the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. However, in no event shall the term economic relationship be deemed to include a transaction in which the public official or Employee is the consumer of a good or service where the consumption of the good or service occurs in the ordinary course of business and the price of the good or service is fixed by the merchant or service provider is no different from that which is offered to the general public. Economic relationship shall also specifically include campaign contributions totaling more than \$150.00 (whether in cash or in kind) by the person or business seeking village approval made to or for the benefit of the public official or the public official's campaign committee or campaign fund in the past four-year time period.

FINANCIAL INTEREST. Any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee or otherwise. This shall include any such interest whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person or in a parent or subsidiary corporation, or in another subsidiary of the same parent corporation. A financial interest shall include, but is expressly not limited to, any economic relationship, as set forth above, of the public official or Employee's immediate family, as well as any economic interest held by an agent on behalf of a public official or Employee or their immediate family. It shall also include any economic interest held by an agent on behalf of an official or employee by a business entity managed or controlled by or by a trust in which a public official or Employee has a substantial interest. A business entity is controlled by a public official or Employee when that person or that person's immediate family, singly or in the aggregate, possess a majority ownership interest in the entity. An official or employee has a substantial interest in a trust when that person or that person's immediate family, singly or in the aggregate has a present or future interest worth more than \$1,000.00. "Financial interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a corporation whose shares are registered and traded on a nationally recognized securities market. "Financial Interest" shall also not include authorized compensation or salary paid to an public official or Employee for services rendered to the Village of Mount Prospect, or any economic benefit generally available to the residents of the village.

GIFT: Any gratuity, discount, entertainment, hospitality, loan, forbearance, property, real or personal, tangible or intangible, of a market value in excess of the amount set forth in appendix A, division I of this code, including but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee, member, or officer obtained by an individual without the payment of the property's full market value obtained without the payment of the property's full market value . Gifts from an individual's immediate family spouse, child, parent, grandparent, grandchild, brother, sister, parent- in-law, brother-in-

law, sister-in-law, aunt, uncle, or first cousin, or the spouse of any such person, or gifts to a church, religious, or charitable organization qualified as such under the provisions of the internal revenue code shall not be considered gifts for the purposes of this definition. Gifts of informational material such as books, pamphlets, reports, calendars or periodicals shall not be considered gifts for the purposes of this definition.

IMMEDIATE FAMILY: An individual's spouse, dependent children or others claimed by such individual as dependents for federal income tax purposes.

INTEREST IN REAL PROPERTY: Includes, but is not limited to, the following: legal or equitable title; a beneficial interest in any trust (including a land trust); any assignment of any interest from a beneficiary or any other party of an interest; a power to direct conveyance; a right to receive rents or proceeds from property; the obligation to pay rent; a lien; a tax sale certificate; an option; or any other financial interest, real or personal, direct or indirect, in such property including status as a nominee or undisclosed principal.

PERSON: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee and any other organization or group of persons acting in concert.

PUBLIC OFFICIAL: Any person who seeks to be elected or is elected to any public office in the village government, or is appointed as mayor, as trustee or as a member of any subsidiary public body of the Village.

VILLAGE: The village of Mount Prospect, Cook County, Illinois.

VILLAGE APPROVAL: Any discretionary decision or act that may be subject to official action by the corporate authorities.

B. Declaration Of Policy. The proper operation of government requires that all officials, elected and appointed, hereinafter referred to as public officials, be independent, and impartial and responsible to the people they serve; that government decisions and policy be made and carried out in the proper channels of the government structure; that public office not be used for personal gain or to advance the interest of family or relatives; and that the public have confidence in the integrity of its government. The attainment of one or more of these ends is impaired whenever there exists, or appears to exist, an actual or potential conflict between the private interests of a public

official and/or an appointed official and his or her duties as an official. The public interest requires, therefore, that the law protects against such conflicts of interest and establishes appropriate ethical standards with respect to conduct in situations where actual or potential conflicts exist.

C. Nonpartisan Organization.

1. No public official, whether elected or appointed, shall promise an appointment to any salaried municipal position as a reward for any political activity.

2. No public official, whether elected or appointed, shall cause any other village employee to contribute to, or perform work for any political party as a condition of continued employment.

D. Public Property. No public official shall request or permit the use of village owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for use of such public official in the conduct of official business.

E. Gifts, Favors Or Other Considerations. No public official or his/her immediate family shall accept any gift, favor or consideration, from any person who the official knows is interested directly or indirectly in any manner whatsoever in business dealings with the village or is seeking village approval, nor shall such public official:

1. Accept any gift, favor or other consideration of value that may tend to influence the official in the discharge of his or her duties; or

2. Grant in the discharge of his or her duties any improper favor, service or thing of value.

F. Official Activity.

1. Self-Dealing: A public official shall not enter into any business arrangement with the village (other than the job to which the official was appointed or elected) whereby the person receives any kind of compensation or consideration. This shall apply whether the business arrangement is in the name of the public official or in the name of a business entity in or by which the public official has an ownership or equity interest or is employed in a managerial or supervisory capacity.

The foregoing shall not apply in the following circumstances:

- a. The public official makes full public disclosure of the nature of the business relationship and refrains from acting or voting on the issue; and
- b. The equity interest is in a company whose securities are traded on a national exchange and is less than one percent (1%) or the person will have no managerial or other authority with respect to the transaction.

2. Spouse Or Dependent Child As An Employee: If the spouse or a dependent child of a village employee is employed by a business entity applying for zoning, licensing or permit consideration from the village, the village employee shall make written disclosure to the mayor and board of trustees of the employment relationship of the spouse or dependent child prior to the village taking any action with respect to the application.

3. Agency Representation: No such public official may represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract, work or other consideration from the village in regard to which such official may be called upon to act or vote.

4. Public Official's Own Home, Property Or Business: Nothing in this section shall prevent a public official from seeking, through the appropriate process, any otherwise lawful zoning, licensing or permitting consideration from the village for the official's own home, property or business.

Any contract made or procured in violation of this subsection F shall be void.

G. Disclosure Statements.

1. All public officials shall file with the village clerk each year a disclosure statement. This disclosure statement is separate and in addition to the Statement of Economic Interests mandated by the Illinois Governmental Ethics Act (5 ILCS 420/4A-101).

2. The disclosure statement required above shall be completed on forms provided by the village clerk and shall be filed pursuant to the following schedule:

a. Any person appointed as a public official shall file his or her disclosure statement prior to appointment, if required to do so by this article. The disclosure statement shall apply to the 12 months immediately preceding the taking of office.

b. Any other public official, elected or appointed, shall file his or her disclosure statement annually on or before May 1.

3. The village clerk shall provide each person filing such disclosure statement with a written receipt, indicating the date on which such filing took place.

4. All disclosure statements so filed under this section shall be available for examination and copying by the public during regular business hours.

a. Each person examining a disclosure statement shall fill out a form prepared by the village clerk, identifying the examiner by name, occupation, address and telephone number, listing the date of examination and reason for such examination.

b. The village clerk shall promptly notify each person required to file a disclosure statement under this section of each instance of an examination of his disclosure statement by sending him a duplicate original of the identification form filled out by the person examining his disclosure statement.

5. The Disclosure Statement shall report the following:

a. Real Property: Any Interest in real property located inside or in an unincorporated area within one and one-half miles of the corporate limits of the village. The statement shall include the common address and permanent index number ("PIN") of each parcel of real estate owned and shall indicate the nature of the interest held in the real estate. The property in which the official resides shall be exempt from the provisions of this section.

b. Gifts, Loans and Services. Any gifts or services rendered, or series of gifts or services rendered that have a total or cumulative value matching the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. If the official filing the statement was released from any indebtedness or series of indebtedness totaling more than \$150.00 by any person or business entity doing business with the village without either paying the total balance due or giving adequate consideration, a statement shall be included listing the name of the creditor, the nature and amount of the indebtedness released and a description of the circumstances concerning the release. The foregoing

shall not apply to consumer discounts or premiums received by an official, from a business, where the same discounts or premiums are offered to all consumers.

c. Interest in Business Entity Doing Business with the Village or Seeking Village Action. Any financial or ownership interest of 1% or more in any business entity doing business with or seeking consideration from the village during any calendar year. The disclosure shall include the extent and nature of the ownership interest and the type of business conducted with the village or the village action sought.

d. Position of Influence in Business Entity Doing Business with the Village or Seeking Village Action. Any position of influence such as officer, director, partner, attorney for, or consultant for any business entity doing business with or seeking village action. The disclosure shall include the position and the type of business conducted with the village or the village action sought.

e. Employment by Business Entity Doing Business with the Village or Seeking Village Action. Any employment by any entity doing business with the village or seeking village action. The statement shall include the name of the employing entity and the type of business conducted with the village or the village action sought.

f. Personal Business Done with the Village or Village Action Sought. Any business which has been done with or any consideration which has been sought from the village. This statement shall include the type of business with the village or the village action sought.

g. Liquor Industry Interests. Any financial interest in any entity holding a liquor license in the village.

H. Policy Disclosure of Economic Relationship.

1. Policy Statement. One of the primary duties of a public official is to exercise sound discretion where the person(s) and/or a business entity seeks village action. From time to time, a public official may be required to act in circumstances where the public official is involved in an economic relationship with a person(s) and/or business entity seeking village action. This section shall be construed broadly for the purpose of granting to village citizens full knowledge of the dealings of public officials as those dealings may relate to village business.

2. Transparency Statement Required. When a public official is called upon to consider village action in the course of his or her official duties, the public official shall publicly disclose any economic relationship the public official has with a person(s) and/or business entity prior to considering village action, where either: (1) the public official has a current economic relationship with a person(s) and/or business entity; or (2) the public official has had a previous economic relationship with a person(s) and/or business entity while the public official knew that the person(s) and/or business entity was seeking village action; or, (3) the public official is actively pursuing an opportunity to establish an economic relationship with the person(s) and/or business entity. If disclosure pursuant to this policy would violate a confidential relationship between the public official and the person(s) and/or business entity, (such as an attorney/client privilege or HIPAA), then the public official shall abstain from participating in the village action and when abstaining, need state only that the abstention is done pursuant to this policy. In the case of disclosure of campaign contributions, the actual amount of the contributions shall be disclosed.

3. The transparency statement shall be filed with the village clerk prior to the time of considering or taking any village action and as soon as reasonably practicable after the conflict is known to the public official. If the transparency statement is from a public official, the transparency statement shall be read into the record at the regular meeting of the village board occurring immediately after the transparency statement is filed. However, should the matter require discussion prior to such meeting, then the village clerk shall give notice of the transparency statement to the village manager, the village president, and each member of the village board within twenty-four (24) hours of its filing.

Notwithstanding the foregoing, in no event shall the public official be required or expected to disclose any matter of which the public official does not have actual knowledge.

I. Campaign Contributions. Campaign contributions shall be reported by all candidates for elected village office in strict conformity with the provisions of the Illinois state statutes.

J. State Officials and Employees Ethics Act.

1. The regulations of sections 5-15 and article 10 of the State Officials and Employees Ethics Act, 5 Illinois Compiled Statutes 430/1-1 et seq. (hereinafter referred to as the "Act" in this subsection J), are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 Illinois Compiled Statutes 430/70-5.

2. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the village, is hereby prohibited.

3. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the Act, is hereby prohibited.

4. The participation in political activities prohibited under the Act, by any officer or employee of the village, is hereby prohibited.

5. For purposes of this subsection J, the terms "officer" and "employee" shall be defined as set forth in 5 Illinois Compiled Statutes 430/70-5(c).

6. The penalties for violations of this subsection J shall be the same as those penalties set forth in 5 Illinois Compiled Statutes 430/50-5 for similar violations of the Act.

7. This subsection J does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this subsection J, however, the provisions of this subsection J shall prevail in accordance with the provisions of 5 Illinois Compiled Statutes 430/70-5(a).

8. Any amendment to the Act that becomes effective after the effective date of this subsection J shall be incorporated into this subsection J by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this subsection J by reference without formal action by the corporate authorities of the village.

9. If the Illinois supreme court declares the Act unconstitutional in its entirety, then this subsection J shall be repealed as of the date that the Illinois supreme court's decision becomes final and not subject to any further appeals or rehearings. This subsection J shall be deemed repealed without further action by the corporate authorities of the village if the Act is found unconstitutional by the Illinois supreme court.

10. If the Illinois supreme court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this subsection J shall remain in full force and effect; however, that part of this subsection J relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the village.

K. Anti-Nepotism Policy.

Nepotism occurs where favors, advantages, or positions are granted to relatives, friends, or associates of an elected official or an individual appointed to complete the term of an elected official position and causes public concern regarding qualifications of appointees and employees. It is therefore the policy of the Village that:

1. The immediate family of an elected official or an individual appointed to complete the term of an elected official position shall not be appointed, hired, or employed to the village in any position.

2. This policy shall not affect officials elected or appointed prior to the effective date of this ordinance, unless and until the expiration, termination, or completion of their role or term in office.

3. This policy shall not affect an appointive officer appointed prior to an elected official's obtainment of office within the village.

4. This policy shall not affect an appointive officer appointed prior to becoming the immediate family of an elected official of the village.

5. Where the immediate family of an elected official or an individual appointed to complete the term of an elected official position is exempt based on subsection (2-4), that official may not appoint, hire, promote, advance, or advocate for the appointment, advancement, promotion, or hiring of their immediate family.

6. No elected official or an individual appointed to complete the term of an elected official position may evaluate the job performance of, recommend an increase in salary/compensation for, or participate in the discipline of their immediate family, including but not limited to investigating alleged misconduct.

L. Standard for Determining Conflict of Interest.

A conflict of interest is created when a non-Village interest could impair the public official's ability to exercise independent judgment on behalf of the village. The standard for determining independent judgment is objective and shall be based on whether a person of ordinary and reasonable judgment would be affected. The public official shall consider the following factors when determining if a conflict exists:

1. Whether a substantial threat to his or her independence of judgment is created by the conflict situation;

2. The effect of his or her participation on public confidence in the integrity of the village;

3. Whether his or her participation is likely to have a significant effect on the disposition of the matter;

4. The need for his or her particular contribution, such as special knowledge of the subject matter, to the effective functioning of the village.

Notwithstanding the factors outlined above, a person shall be deemed to have a conflict of interest in the following circumstances:

1. The person is seeking to acquire a 1% or more ownership interest in or is about to become an officer, director, management official, employee, attorney or other professional consultant in any entity seeking village action or attempting to establish a business relationship with the village.

2. The person is representing another person or entity as an advocate or consultant in a matter not concerning the village in which the other entity or person being represented has another interest which is adverse to the interests of the village, or when that other entity or person is actively seeking other village action.

M. Resolving Conflicts of Interest.

1. If a public official of the village develops a conflict of interest that is prohibited by statute, that person will abide by the statute in question.

2. If a public official of the village develops a conflict of interest that is prohibited by this code, that person shall abstain from any discussion, statement or vote on the matter.

3. If a public official of the village develops a conflict of interest that is not prohibited by statute or is not defined by this code, that member shall be permitted to

issue written statements with respect to or participate in public meeting discussions of the issue involved in the conflict.

4. Any public official who develops a conflict of interest described in (1)-(3), above, shall abide by the following:

a. Make a full written disclosure to the village clerk or make public disclosure of the conflict at an open meeting.

b. Refrain from voting on the issue involved in the conflict.

c. Refrain from private discussions with other members of the corporate authorities, village staff members or village consultants with respect to the issue involved in the conflict.

N. Non-Disclosure of Confidential Information.

Public officials, in the course of their duties, obtain confidential information concerning matters of vital interest to the Village. Public officials shall not publicly disclose such confidential information if doing so violates their fiduciary duty to promote and support the best interests of the Village and its citizens.

Section 2: Section 8.116, "Rules and Definitions," of Article I, "Officers; Employees," of Chapter 8, "Village Government Miscellaneous Provisions," of the Mount Prospect Village Code shall be deleted and moved to Section 8.115, "Conflicts of Interest," of Article I, "Officers; Employees," of Chapter 8, "Village Government Miscellaneous Provisions," of the Mount Prospect Village Code.

Section 3: Section 8.117, "Penalty," of Article I, "Officers; Employees," of Chapter 8, "Village Government Miscellaneous Provisions," of the Mount Prospect Village Code shall be renumbered as section 8.116 and amended as follows:

8.116: PENALTY:

Any person, firm or corporation found guilty of violating the provisions of any section of this article, or part thereof, shall be guilty of a misdemeanor and shall be fined in an amount not to exceed that which is set forth in appendix A, division III of this code, and/or removal from office. Each day that a violation is permitted to exist shall constitute a separate offense.

Violations of this section shall be determined by an administrative law judge, pursuant to Article XII of this code. Prior to seeking circuit court adjudication of violations of any section of this article, a preliminary review by the village's administrative law judge, pursuant to Article XXI of this Chapter 8, shall be conducted.

The administrative law judge shall make a determination as to whether there is probable cause to issue a complaint to the circuit court of cook county for a violation of this section and then shall cause such complaint to be issued.

ADOPTED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2024, and attested to by the Village Clerk this same day.

Mayor Paul Wm. Hoefert

ATTEST:

Karen Agoranos, Village Clerk

8.115: CONFLICTS OF INTEREST:

A. Rules and Definitions.

The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number, and the plural the singular.

2. The word "shall" is mandatory; the word "may" is permissive.

3. The masculine gender includes the feminine and neuter.

~~—B.—~~ Whenever in this article the following words and phrases have been used, they shall, for the purposes of said article, have the meanings respectively ascribed to them in this section, except when the context otherwise indicates:

APPOINTED OFFICIAL: Any appointive officer, as set forth in chapter 4 of this code.

BUSINESS ENTITY: Any organization or enterprise operated for profit, including, but not limited to, a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.

ECONOMIC RELATIONSHIP: Any financial dealing, business relationship or client representation.

This shall include any transaction or dealing of any kind or nature with a person or business seeking village approval, where the value of the goods, service or other benefit exchanged exceeds the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. However, in no event shall the term economic relationship be deemed to include a transaction in which the public official or Employee is the consumer of a good or service where the consumption of the good or service occurs in the

ordinary course of business and the price of the good or service is fixed by the merchant or service provider is no different from that which is offered to the general public. Economic relationship shall also specifically include campaign contributions totaling more than \$150.00 (whether in cash or in kind) by the person or business seeking village approval made to or for the benefit of the public official or the public official's campaign committee or campaign fund in the past four-year time period.

FINANCIAL INTEREST. Any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee or otherwise. This shall include any such interest whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person or in a parent or subsidiary corporation, or in another subsidiary of the same parent corporation. A financial interest shall include, but is expressly not limited to, any economic relationship, as set forth above, of the public official or Employee's immediate family, as well as any economic interest held by an agent on behalf of a public official or Employee or their immediate family. It shall also include any economic interest held by an agent on behalf of an official or employee by a business entity managed or controlled by or by a trust in which a public official or Employee has a substantial interest. A business entity is controlled by a public official or Employee when that person or that person's immediate family, singly or in the aggregate, possess a majority ownership interest in the entity. An official or employee has a substantial interest in a trust when that person or that person's immediate family, singly or in the aggregate has a present or future interest worth more than \$1,000.00. "Financial interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a corporation whose shares are registered and traded on a nationally recognized securities market. "Financial Interest" shall also not include authorized compensation

or salary paid to a public official or Employee for services rendered to the Village of Mount Prospect, or any economic benefit generally available to the residents of the village.

GIFT: Any gratuity, discount, entertainment, hospitality, loan, forbearance, property, real or personal, tangible or intangible, of a market value in excess of the amount set forth in appendix A, division I of this code, including but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee, member, or officer obtained by an individual without the payment of the property's full market value. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin, or the spouse of any such person, or gifts to a church, religious, or charitable organization qualified as such under the provisions of the internal revenue code shall not be considered gifts for the purposes of this definition. Gifts of informational material such as books, pamphlets, reports, calendars or periodicals shall not be considered gifts for the purposes of this definition.

IMMEDIATE FAMILY: An individual's spouse, dependent children or others claimed by such individual as dependents for federal income tax purposes.

INTEREST IN REAL PROPERTY: Includes, but is not limited to, the following: legal or equitable title; a beneficial interest in any trust (including a land trust); any assignment of any interest from a beneficiary or any other party of an interest; a power to direct conveyance; a right to receive rents or proceeds from property; the obligation to pay rent; a lien; a tax sale certificate; an option; or any other financial interest, real or personal, direct or indirect, in such property including status as a nominee or undisclosed principal.

PERSON: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee and any other organization or group of persons acting in concert.

PUBLIC OFFICIAL: Any person who seeks to be elected or is elected to any public office in the village government, or is appointed as mayor, as trustee or as a member of the planning and zoning commission.
any subsidiary public body of the Village.

VILLAGE: The village of Mount Prospect, Cook County, Illinois.

VILLAGE APPROVAL: Any discretionary decision or act that may be subject to official action by the corporate authorities.

BA. Declaration Of Policy: The proper operation of government requires that all officials, elected, ~~and~~ appointed ~~and salaried employees~~, hereinafter referred to as village officials, be independent and impartial and responsible to the people they serve; that government decisions and policy be made and carried out in the proper channels of the government structure; that public office not be used for personal gain of to advance the interest of family or relatives; and that the public have confidence in the integrity of its government. The attainment of one or more of these ends is impaired whenever there exists, or appears to exist, an actual or potential conflict between the private interests of a public official and/or appointed official ~~government official~~ and his or her duties as an official. The public interest requires, therefore, that the law protect against such conflicts of interest and establish es appropriate ethical standards with respect to conduct in situations where actual or potential conflicts exist.

~~1. Public officials are agents of public purpose and hold office for the benefit of the public; they are bound to uphold the constitution of the United States and the constitution of the state of Illinois and to carry out impartially the laws of the nation, state and village, thus fostering respect~~

~~for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.~~

~~2. All officials of the village shall not exceed their authority, or breach the law or ask others to do so.~~

CB. Nonpartisan Organization.

1. No public official, whether elected or appointed, shall promise an appointment to any salaried municipal position as a reward for any political activity.

2. No public official, whether elected or appointed, shall cause any other village employee to contribute to, or perform work for any political party as a condition of continued employment.

DE. Public Property. No public official shall request or permit the use of village owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally, or are provided as municipal policy for use of such public official in the conduct of official business.

ED. Gifts, Favors Or Other Considerations: No public official or his/her immediate family shall accept any gift, favor or consideration, from any person which the official knows is interested directly or indirectly in any manner whatsoever in business dealings with the village, nor shall such public official:

1. Accept any gift, favor or other consideration of value that may tend to influence the official in the discharge of his or her duties; or

2. Grant in the discharge of his or her duties any improper favor, service or thing of value.

EE. Official Activity:

1. Self-Dealing: A public official shall not enter into any business arrangement with the village (other than the job to which the official was appointed or elected) whereby the person receives any kind of compensation or consideration. This shall apply whether the business arrangement is in the name of the public official or in the name of a business entity in or by which the public official has an ownership or equity interest or is employed in a managerial or supervisory capacity.

The foregoing shall not apply in the following circumstances:

a. The public official makes full public disclosure of the nature of the business relationship and refrains from acting or voting on the issue; and

b. The equity interest is in a company whose securities are traded on a national exchange and is less than one percent (1%) or the person will have no managerial or other authority with respect to the transaction.

2. Spouse Or Dependent Child As An Employee: If the spouse or a dependent child of a village employee is employed by a business entity applying for zoning, licensing or permit consideration from the village, the village employee shall make written disclosure to the mayor and board of trustees of the employment relationship of the spouse or dependent child prior to the village taking any action with respect to the application.

3. Agency Representation: No such public official may represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract, work or other consideration from the village in regard to which such official may be called upon to act or vote.

4. Public Official's Own Home, Property Or Business: Nothing in this section shall prevent a public official from seeking, through the appropriate process, any otherwise lawful zoning, licensing or permitting consideration from the village for the official's own home, property or business.

Any contract made or procured in violation of this subsection ~~FE~~ shall be void.

GF. Disclosure Statements:

1. All public officials shall file with the village clerk each year a disclosure statement. This disclosure statement is separate and in addition to the Statement of Economic Interests mandated by the Illinois Government Ethics Act (5 ILCS 420/4A-101).

2. The disclosure statement required above shall be completed on forms provided by the village clerk and shall be filed pursuant to the following schedule:

a. Any person appointed as a public official shall file his or her disclosure statement prior to appointment, if required to do so by this article. The disclosure statement shall apply to the 12 months immediately preceding the taking of office.

b. Any other public official, elected or appointed, shall file his or her disclosure statement annually on or before May 1.

3. The village clerk shall provide each person filing such disclosure statement with a written receipt, indicating the date on which such filing took place.

4. All disclosure statements so filed under this section shall be available for examination and copying by the public during regular business hours.

a. Each person examining a disclosure statement shall fill out a form prepared by the village clerk, identifying the examiner by name, occupation, address and telephone number, listing the date of examination and reason for such examination.

b. The village clerk shall promptly notify each person required to file a disclosure statement under this section of each instance of an examination of his disclosure statement by sending him a duplicate original of the identification form filled out by the person examining his disclosure statement.

5. The Disclosure Statement shall report the following:

a. Real Property: Any Interest in real property located inside or in an unincorporated area within one and one-half miles of the corporate limits of the village. The statement shall include the common address and permanent index number ("PIN") of each parcel of real estate owned and shall indicate the nature of the interest held in the real estate. The property in which the official resides shall be exempt from the provisions of this section.

b. Gifts, Loans and Services. Any gifts or services rendered, or series of gifts or services rendered that have a total or cumulative value matching the amount an individual is allowed to accept from a prohibited source pursuant to 5 ILCS 430/10-15(12) of the State Officials and Employees Ethics Act. If the official filing the statement was released from any indebtedness or series of indebtedness totaling more than \$150.00 by any person or business entity doing business with the village without either paying the total balance due or giving adequate consideration, a statement shall be included listing the name of the creditor, the nature and amount of the indebtedness released and a description of the circumstances concerning the release. The foregoing shall not apply to consumer discounts or premiums received by an official, from a business, where the same discounts or premiums are offered to all consumers.

c. Interest in Business Entity Doing Business with the Village or Seeking Village Action. Any financial or ownership interest of 1% or more in any business entity doing business with or seeking consideration from the village during any calendar year. The disclosure shall include the extent and nature of the ownership interest and the type of business conducted with the village or the village action sought.

d. Position of Influence in Business Entity Doing Business with the Village or Seeking Village Action. Any position of influence such as officer, director, partner, attorney for, or consultant for any business entity doing business with or seeking village action. The disclosure shall include the position and the type of business conducted with the village or the village action sought.

e. Employment by Business Entity Doing Business with the Village or Seeking Village Action. Any employment by any entity doing business with the village or seeking village action. The statement shall include the name of the employing entity and the type of business conducted with the village or the village action sought.

f. Personal Business Done with the Village or Village Action Sought. Any business which has been done with or any consideration which has been sought from the village. This statement shall include the type of business with the village or the village action sought.

g. Liquor Industry Interests. Any financial interest in any entity holding a liquor license in the village.

H. Policy Disclosure of Economic Relationship.

1. Policy Statement. One of the primary duties of a public official is to exercise sound discretion where the person(s) and/or a business entity seeks village action. From time to time, a

public official may be required to act in circumstances where the public official is involved in an economic relationship with a person(s) and/or business entity seeking village action. This section shall be construed broadly for the purpose of granting to village citizens full knowledge of the dealings of public officials as those dealings may relate to village business.

2. Transparency Statement Required. When a public official is called upon to consider village action in the course of his or her official duties, the public official shall publicly disclose any economic relationship the public official has with a person(s) and/or business entity prior to considering village action, where either: (1) the public official has a current economic relationship with a person(s) and/or business entity; or (2) the public official has had a previous economic relationship with a person(s) and/or business entity while the public official knew that the person(s) and/or business entity was seeking village action; or, (3) the public official is actively pursuing an opportunity to establish an economic relationship with the person(s) and/or business entity. If disclosure pursuant to this policy would violate a confidential relationship between the public official and the person(s) and/or business entity, (such as an attorney/client privilege or HIPAA), then the public official shall abstain from participating in the village action and when abstaining, need state only that the abstention is done pursuant to this policy. In the case of disclosure of campaign contributions, the actual amount of the contributions shall be disclosed.

3. The transparency statement shall be filed with the village clerk prior to the time of considering or taking any village action and as soon as reasonably practicable after the conflict is reasonably known to the public official. If the transparency statement is from a public official, the transparency statement shall be read into the record at the regular meeting of the village board occurring immediately after the transparency statement is filed. However, should the matter require discussion prior to such meeting, then the village clerk shall give notice of the transparency

statement to the village manager, the village president, and each member of the village board within twenty-four (24) hours of its filing.

Notwithstanding the foregoing, in no event shall the public official be required or expected to disclose any matter of which the public official does not have actual knowledge.

IG. Campaign Contributions: Campaign contributions shall be reported by all candidates for elected village office in strict conformity with the provisions of the Illinois state statutes.

HJ. State Officials And Employees Ethics Act:

1. The regulations of sections 5-15 1 and article 10 2 of the state officials and employees ethics act, 5 Illinois Compiled Statutes 430/1-1 et seq. (hereinafter referred to as the "act" in this subsection H), are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 Illinois Compiled Statutes 430/70-5.

2. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the act, by any officer or any employee of the village, is hereby prohibited.

3. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the act, is hereby prohibited.

4. The participation in political activities prohibited under the act, by any officer or employee of the village, is hereby prohibited.

5. For purposes of this subsection H, the terms "officer" and "employee" shall be defined as set forth in 5 Illinois Compiled Statutes 430/70-5(c).

6. The penalties for violations of this subsection H shall be the same as those penalties set forth in 5 Illinois Compiled Statutes 430/50-5 for similar violations of the act.

7. This subsection H does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this subsection H, however, the provisions of this subsection H shall prevail in accordance with the provisions of 5 Illinois Compiled Statutes 430/70-5(a).

8. Any amendment to the act that becomes effective after the effective date of this subsection H shall be incorporated into this subsection H by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this subsection H by reference without formal action by the corporate authorities of the village.

9. If the Illinois supreme court declares the act unconstitutional in its entirety, then this subsection H shall be repealed as of the date that the Illinois supreme court's decision becomes final and not subject to any further appeals or rehearings. This subsection H shall be deemed repealed without further action by the corporate authorities of the village if the act is found unconstitutional by the Illinois supreme court.

10. If the Illinois supreme court declares part of the act unconstitutional but upholds the constitutionality of the remainder of the act, or does not address the remainder of the act, then the remainder of the act as adopted by this subsection H shall remain in full force and effect; however, that part of this subsection H relating to the part of the act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the village.

K. Anti-Nepotism Policy.

Nepotism occurs where favors, advantages, or positions are granted to relatives, friends, or associates of an elected official or an individual appointed to complete the term of an elected official position and causes public concern regarding qualifications of appointees and employees. It is therefore the policy of the Village that:

1. The immediate family of an elected official or an individual appointed to complete the term of an elected official position shall not be appointed, hired, or employed to the village in any position.

2. This policy shall not affect officials elected or appointed prior to the effective date of this ordinance, unless and until the expiration, termination, or completion of their role or term in office.

3. This policy shall not affect an appointive officer appointed prior to an elected official's obtainment of office within the village.

4. This policy shall not affect an appointive officer appointed prior to becoming the immediate family of an elected official of the village.

5. Where the immediate family of an elected official or an individual appointed to complete the term of an elected official position is exempt based on subsection (2-4), that official may not appoint, hire, promote, advance, or advocate for the appointment, advancement, promotion, or hiring of their immediate family.

6. No elected official or an individual appointed to complete the term of an elected official position may evaluate the job performance of, recommend an increase in salary/compensation for, or participate in the discipline of their immediate family, including but not limited to investigating alleged misconduct.

L. Standard for Determining Conflict of Interest.

A conflict of interest is created when a non-Village interest could impair the public official's ability to exercise independent judgment on behalf of the village. The standard for determining independent judgment is objective and shall be based on whether a person of ordinary and reasonable judgment would be affected. The public official shall consider the following factors when determining if a conflict exists:

1. Whether a substantial threat to his or her independence of judgment is created by the conflict situation;

2. The effect of his or her participation on public confidence in the integrity of the village;

3. Whether his or her participation is likely to have a significant effect on the disposition of the matter;

4. The need for his or her particular contribution, such as special knowledge of the subject matter, to the effective functioning of the village.

Notwithstanding the factors outlined above, a person shall be deemed to have a conflict of interest in the following circumstances:

1. The person is seeking to acquire a 1% or more ownership interest in or is about to become an officer, director, management official, employee, attorney or other professional consultant in any entity seeking village action or attempting to establish a business relationship with the village.

2. The person is representing another person or entity as an advocate or consultant in a matter not concerning the village in which the other entity or person being represented has

another interest which is adverse to the interests of the village, or when that other entity or person is actively seeking other village action.

M. Resolving Conflicts of Interest.

1. If a public official of the village develops a conflict of interest that is prohibited by statute, that person will abide by the statute in question.

2. If a public official of the village develops a conflict of interest that is prohibited by this code, that person shall abstain from any discussion, statement or vote on the matter.

3. If a public official of the village develops a conflict of interest that is not prohibited by statute or is not defined by this code, that member shall be permitted to issue written statements with respect to or participate in public meeting discussions of the issue involved in the conflict.

4. Any public official who develops a conflict of interest described in (1)-(3), above, shall abide by the following:

a. Make a full written disclosure to the village clerk or make public disclosure of the conflict at an open meeting.

b. Refrain from voting on the issue involved in the conflict.

c. Refrain from private discussions with other members of the corporate authorities, village staff members or village consultants with respect to the issue involved in the conflict.

N. Non-Disclosure of Confidential Information.

Public officials, in the course of their duties, obtain confidential information concerning matters of vital interest to the Village. Public officials shall not publicly disclose such confidential information if doing so violates their fiduciary duty to promote and support the best interests of the Village and its citizens.

Notes

1 1. 5 ILCS 430/5-15.

2 2. 5 ILCS 430/10-10 - 10-40.

8.116: RULES AND DEFINITIONS:

~~A. The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:~~

~~—1. The singular number includes the plural number, and the plural the singular.~~

~~—2. The word "shall" is mandatory; the word "may" is permissive.~~

~~—3. The masculine gender includes the feminine and neuter.~~

~~—B. Whenever in this article the following words and phrases have been used, they shall, for the purposes of said article, have the meanings respectively ascribed to them in this section, except when the context otherwise indicates:~~

~~—BUSINESS ENTITY. Any organization or enterprise operated for profit, including, but not limited to, a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.~~

~~—GIFT: Any property, real or personal, tangible or intangible, of a market value in excess of the amount set forth in appendix A, division I of this code, obtained by an individual without the payment of the property's full market value. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin, or the spouse of any such person, or gifts to a church, religious, or charitable organization qualified as such under the provisions of the internal revenue code shall not be considered gifts for the purposes of this definition. Gifts of informational material such as books, pamphlets, reports, calendars or periodicals shall not be considered gifts for the purposes of this definition.~~

~~—IMMEDIATE FAMILY: An individual's spouse, dependent children or others claimed by such individual as dependents for federal income tax purposes.~~

~~—INTEREST IN REAL PROPERTY: Includes, but is not limited to, the following: legal or equitable title; a beneficial interest in any trust (including a land trust); any assignment of any interest from a beneficiary or any other party of an interest; a power to direct conveyance; a right to receive rents or proceeds from property; the obligation to pay rent; a lien; a tax sale certificate; an option; or any other financial interest, real or personal, direct or indirect, in such property including status as a nominee or undisclosed principal.~~

~~—PERSON: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee and any other organization or group of persons acting in concert.~~

~~—PUBLIC OFFICIAL: Any person who seeks to be elected or is elected to any public office in the village government, or is appointed as mayor, as trustee or as a member of the planning and zoning commission, or as manager, or head of any department of the village.~~

~~VILLAGE: The village of Mount Prospect, Cook County, Illinois. (Ord. 2678, 12-7-1976, and Ord. 5189, 5-15-2001; Ord. 5219, 11-6-2001)~~

8.11~~67~~: PENALTY:

Any person, firm or corporation found guilty of violating the provisions of any section of this article, or part thereof, shall be guilty of a misdemeanor and shall be fined in an amount not to exceed that which is set forth in appendix A, division III of this code, and/or removal from office.

Each day that a violation is permitted to exist shall constitute a separate offense.

Violations of this section shall be determined by an administrative law judge, pursuant to Article XII of this code. Prior to seeking circuit court adjudication of violations of any section of this article, a preliminary review by the village's administrative law judge, pursuant to Article XXI of this Chapter 8, shall be conducted.

The administrative law judge shall make a determination as to whether there is probable cause to issue a complaint to the circuit court of cook county for a violation of this section and then shall cause such complaint to be issued.



Item Cover Page

Subject	Motion to accept Sourcewell Joint Purchasing Contract pricing for the purchase of three (3) new, 2025 Peterbilt 548 Cabs and Chassis for a cost not to exceed \$436,433.07.
Meeting	August 20, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	\$436,433.07
Budget Source	Vehicle Replacement Fund
Category	VILLAGE MANAGER'S REPORT
Type	Action Item

Information

In the current budget there are funds available to replace three (3) heavy-duty Public Works trucks.

Two are single-axle 37,000 lb gross vehicle weight (GVW) dump trucks (Public Works vehicle ID #: 2740 and 4527). The other truck is a tandem-axle 58,000 lb GVW dump truck (Public Works' vehicle ID #: 4528). These trucks are equipped with a front snowplow, underbody plow, central hydraulics, salt spreader, pre-wet pump, and brine tanks, and one of the two trucks is equipped with a removable leaf box. These vehicles are used by the Public Works Department for snow and ice control, leaf collection, and hauling materials.

The Village meets the requirements to purchase replacements for these vehicles through the Sourcewell joint purchasing contract #060920-PMC. This contract is publicly bid and satisfies the requirements of the Village of Mount Prospect Purchasing Policy.

Discussion

Replacement Policy

These vehicles have been evaluated utilizing our detailed comprehensive replacement policy. This policy used point-based criteria that rates each vehicle on four major factors including age, mileage, repair & maintenance (R&M) cost, and condition of the body/mechanical components. A point total equaling or exceeding eleven out of sixteen indicates that the vehicle should be replaced. The replacement points and age of each vehicle are denoted in the table below:

Vehicle ID	Replacement Points	Age of Vehicle
2740	16	24 years

4527	11	16 years
4528	11	16 years

Other Factors

Additional expenditures will be required for repair work if the service lives of these vehicles are extended further. These costs are delineated in the table below along with the current book value of each vehicle. The repair costs exceed the current book value of the vehicles in all cases.

Vehicle ID	Repair Cost	Book Value
2740	\$20,000	\$9,000
4527	\$44,000	\$13,000
4528	\$22,000	\$15,000

Delivery of the new vehicles is expected to be within (5) five months of the purchase order. Following delivery, Public Works crews will upfit the dump cabs and chassis with dump bodies, snowplows, anti-icing equipment, hydraulics, emergency lighting, and communications equipment necessary to function as part of the fleet. The estimated upfitting costs are denoted in the table below. Purchases for parts and equipment from a single vendor that exceed \$50,000 in value will be presented for the Village Board's consideration at a future meeting.

Vehicle ID	Upfitting Cost
2740	\$111,754
4527	\$141,754
4528	\$160,931

The total cost for each vehicle, including purchase of the cab and chassis along with all requisite upfitting, is denoted in the table below:

Vehicle ID	Cab & Chassis Cost	Upfitting Cost	Total Cost
2740	\$141,561.80	\$111,754	\$253,315.80
4527	\$141,561.80	\$141,754	\$283,315.80
4528	\$152,790.47	\$160,931	\$313,721.47
Totals:	\$436,433.07	\$414,439	\$850,351.07

These proposed expenditures are higher than anticipated and exceed available funding in the current vehicle replacement internal service fund. The table below denotes the funding gaps:

Vehicle ID	Total Vehicle Cost	Vehicle Replacement Fund Balance	Funding Gap
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2740	\$253,315.80	\$224,969	(\$28,346.80)
4527	\$283,315.80	\$210,495	(\$72,820.80)
4528	\$313,721.47	\$235,302	(\$78,419.47)
Totals	\$850,351.07	\$670,766	(\$179,587.07)

The \$179,587.07 funding gap exists in large part due to continued unexpectedly high inflation affecting the new truck industry. In addition, International trucks, traditionally a slightly lower cost alternative to Peterbilts, are not accepting orders for new trucks and give no indication when production will resume. The Village presently has two International dump truck cabs and chassis on order since May 2022. International has not indicated production is canceled but also has not yet provided a delivery date. A third truck, ordered around the same time, was recently received at Public Works after an 18-month build period.

Peterbilt indicates that these three trucks can be built and delivered before the end of the 2024 calendar year. Peterbilt representatives explained that this opportunity exists because production problems with Allison transmissions used in their semi-tractor chassis have created a hole in their production calendar. They can't get transmissions, so they can't build semi-trucks. They are using the lull to produce smaller vehicles that don't use the semi-tractor transmission. The Public Works heavy-duty truck fleet presently consists of 12 International trucks and five Peterbilt trucks.

In addition, staff harbors concerns that more stringent federally mandated emission requirements will result in continued big price increases, long lead times, and fewer options for new diesel-powered trucks. Specifically, staff is concerned that production line re-tooling to accommodate the requisite new engines could impact the 2026 model year, which could impact pricing and availability in 2025. It is the opinion of staff that the best interests of the Village are served by procuring these vehicles this year and avoiding increased costs or production uncertainty.

The \$179,587.07 funding gap will be offset by compensatory payments to the vehicle replacement internal service fund from the 2025 Public Works Department operational budget. Finance Director Thakkar advises that the overall existing fund balance in the Vehicle Replacement Fund can accommodate this negative variance without adversely affecting other planned vehicle purchases.

The vehicles being replaced will be sold through a GovDeals.com Internet auction after the replacement vehicles have been placed into service.

Alternatives

1. Accept the Sourcewell contract #060920-PMC for the purchase of two (2) single-axle and one (1) tandem-axle 2025 Peterbilt 548 cabs and chassis.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends that the Village Board accept the Sourcewell contract pricing contract # 060920-PMC and authorize the purchase of two new 2025 single rear-axle Peterbilt 548 Chassis and one new 2025 tandem rear-axle Peterbilt 548 chassis from JX Peterbilt Truck

Center of Joliet, IL at a total cost not to exceed \$436,433.07.

Attachments

1. Peterbilt Price Quote for 3 Trucks
2. New Truck Photo - Proposed 2025 Peterbilt Replacement Cab and Chassis
3. Old Truck Photo - 2740
4. 2740 Vehicle_Equipment Condition Evaluation Form
5. Old Truck Photo - 4527
6. 4527 Vehicle_Equipment Condition Evaluation Form
7. Old Truck - 4528
8. 4528 Vehicle_Equipment Condition Evaluation Form



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440
(262) 709-3446

PURCHASE CONTRACT

Date: 8/14/24
Quote #: DE-08099
Type: Cash
Salesperson: Darren Simon
PO #:

Bill To: 22786
VILLAGE OF MOUNT PROSPECT
50 SOUTH EMERSON STREET
MOUNT PROSPECT IL 60056
P:(847) 392-6000 | F:(184) 781-8533

Ship To:
VILLAGE OF MOUNT PROSPECT
50 SOUTH EMERSON STREET
MOUNT PROSPECT, IL 60056

Stock#: TBD	VIN:SINGLE AXLE PLOW	0 PETERBILT 548	Price:	\$137,001.80
	DAVIE TOOL - FOR FLEET DIAGNOSTICS - SOURCED GOODS			\$1,500.00
	WARRANTY - ENGINE 5YR/100K - SOURCED GOODS			\$1,720.00
	WARRANTY - AFTERTREATMENT - 5YR/100K MILES - SOURCED GOODS			\$920.00
	PDI & DELIVERY - SOURCED GOODS			\$420.00
			Per Unit:	\$141,561.80

Stock#: TBD	VIN:SINGLE AXLE PLOW	0 PETERBILT 548	Price:	\$137,001.80
	PDI & DELIVERY - SOURCED GOODS			\$420.00
	WARRANTY - AFTERTREATMENT - 5YR/100K MILES - SOURCED GOODS			\$920.00
	WARRANTY - ENGINE 5YR/100K - SOURCED GOODS			\$1,720.00
	DAVIE TOOL - FOR FLEET DIAGNOSTICS - SOURCED GOODS			\$1,500.00
			Per Unit:	\$141,561.80

Stock#: TBD	VIN:TANDEM PLOW	0 PETERBILT 548	Price:	\$149,730.47
	WARRANTY - ENGINE 5YR/100K - SOURCED GOODS			\$1,720.00
	WARRANTY - AFTERTREATMENT - 5YR/100K MILES - SOURCED GOODS			\$920.00
	PDI & DELIVERY - SOURCED GOODS			\$420.00
			Per Unit:	\$152,790.47

Total Price	\$435,914.07
Title Fee	\$495.00
Plate Fee	\$24.00
Total	\$436,433.07



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440
(262) 709-3446

PURCHASE CONTRACT

Date: 8/14/24
Quote #: DE-08099
Type: Cash
Salesperson: Darren Simon
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50 SOUTH EMERSON STREET
MOUNT PROSPECT IL 60056
P:(847) 392-6000 | F:(184) 781-8533

Ship To:
VILLAGE OF MOUNT PROSPECT
50 SOUTH EMERSON STREET
MOUNT PROSPECT, IL 60056

***** Peterbilt Motors Company Sourcewell Contract #060920-PMC. *****

Order Requirements:

- Signed specs w/ each page initialed
- Signed Purchase Contract
- Customer PO

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection to the body builder.
(body will be invoiced separately when delivered complete)

Price is not protected.

Delivery timeframe is not guaranteed.

Trade values subject to change depending on usage/condition.

IMPORTANT BUYER INFORMATION

1. **AS IS SALE.** Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. **TERMS AND CONDITIONS.** The terms and conditions for this purchase and sale are attached.
3. **NO ORAL AGREEMENTS.** There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. **NON-CANCELLABLE.** This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein.

Purchaser's Initials

Date**BUYER'S REPRESENTATIONS**

I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

Purchaser's Initials

Date

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions:

1. DEFINITIONS AND RELATIONSHIP: As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c)

"Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES: Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. TRADE-IN REAPPRAISAL: If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE: Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. TRADE-IN ALLOWANCE. The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. TRADE IN PAYOFF. Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. BUYER INDEMNITY. Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. BUYER DEFAULT PRIOR TO DELIVERY; LIQUIDATED DAMAGES: Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered or to otherwise comply with the terms of this Order, Dealer may, at its sole option and discretion cancel the Order and either: a) assess against Buyer liquidated damages of the greater of (i) 5% of the total price which would have been chargeable to Buyer at delivery, or (ii) the actual amount of any cash deposit made by Buyer; or b) decline such liquidated damages and to reserve its claims against Buyer for actual damages and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including consequential damages and lost profits. On either election, Dealer will be entitled to offset any cash deposit made by Buyer and, may further sell any trade-in and may offset the proceeds against the amounts due from Buyer. Buyer agrees and acknowledges that it has ordered the Vehicle(s) based on its own needs and for its own purposes and that such Vehicle(s) may not be subject to prompt resale, and that as such determination of actual damages may be delayed or difficult, and that as such the above stated liquidated damages are reasonable and appropriate for this transaction. Buyer further acknowledges and agrees that based on market conditions, such liquidated damages may prove insufficient to compensate Dealer for Buyer's failure to take delivery or other breach and that as such, Buyer has agreed to the above election of remedies as additional consideration to Dealer in agreeing to the Order.

9. DESIGN CHANGES: Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. DELIVERY LIABILITY LIMITATION: Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER:

A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection.

E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE:

A. NEW VEHICLE, DEMONSTRATOR, EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

B. USED VEHICLES: Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer, Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. **RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE.** The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. **LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER:** Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. **TITLE.** The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. **VEHICLE EMISSION LAW.** Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. **CONSEQUENTIAL DAMAGES.** Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. **ATTORNEYS FEES.** In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. **SEVERABILITY.** Buyer and Dealer agree that if any portion of this Order is deemed unenforceable, or is contrary to any applicable statute, administrative code, or state mandated form of agreement or contract, then only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. **WAIVER OF CLASS ACTION.** TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

VILLAGE OF MOUNT PROSPECT

Purchaser's Name

Sales Representative

Purchaser's Signature

Date

Manager

AGREEMENT AND ACKNOWLEDGMENT
REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-08099

Buyer: VILLAGE OF MOUNT PROSPECT

Dealer: Peterbilt Illinois Joliet, Inc dba JX Truck Center

Date: 8/14/24

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain bodybuilders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:

Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440

BUYER:

VILLAGE OF MOUNT PROSPECT

50 SOUTH EMERSON STREET
MOUNT PROSPECT, IL 60056

By: _____

Print: _____

By: _____

Print: _____





Village of Mount Prospect
Vehicle/Equipment Condition Evaluation Form

Unit # 2740 Assigned Dept./Div. Public Works

Year: 2000 Make: International Model: 4900 Mileage: 72,479

Hours: NA Date of Evaluation: 6-5-2024 Performed By: DeLuca

System	Diagnosis	Estimated Repair Cost
Engine	Fair/leaks	\$3,000
Transmission	Fair	\$5,000
Differential	Good	
Exhaust System	Fair	\$2,000
Cooling System	Poor Corrosion	\$2,500
Brakes	Fair	
Tires	Fair	\$2,000
Steering	Fair	
Suspension	Fair	\$1,500
HVAC	No A/C	
Electrical	Poor/Wiring harness	\$3,000
Body/Frame	Fair	
Interior	Poor Seat/floor	\$1,000
Other- describe	Hydraulic controls/ Fair	
Total Estimated Repair Cost		\$20,000

Diagnosis Code	Code Description
Good	Systems are functioning well and no major repairs are expected.
Fair	Some major repairs are needed, but unit can remain in service a little longer in current condition.
Poor	Major repairs are required as soon as possible to ensure unit safety and reliability.

Appendix - B
Village of Mount Prospect
Vehicle/Equipment Evaluation Summary Report

Unit # 2740 Assigned Dept./Div. Public Works

Year: 2000 Make: International Model: 4900 Mileage: 72,479

Date of Evaluation: 6-5-2024 Performed By: K DeLuca

Ratings:

Unit age: 24 Base Policy Age: 17 Points: 4

Mileage/Hrs: 72,479/NA Base Policy Mileage/Hrs: 50,000/5,000 Points: 4

Maintenance Cost:

Repair and Maintenance Cost: \$ 86,821 ÷ Purchase Price: \$ 90,000

Repair and Maintenance Percentage of Purchase Price: 96 % Points: 4

Condition Evaluation: (*attach Vehicle Condition Evaluation Form*)

Estimated Repair Cost: \$ 22,000 ÷ Current Book Value: \$ 9,000

Repair Cost Percentage of Current Book Value: 222 % Points: 4

Total Ownership Cost Per Mile:

(Lifetime Fuel + R&M + Purchase Price) \$ 223,339

Less Salvage Value \$ 9,000

Net Lifetime Costs \$ 214,339.00

Divided by Mileage/Hours 72,479 Mi/NA

Operating Cost Per Mile/Hour \$ 2.96 per Mile

Total Points: 16

Comments and other considerations:

Superintendent's recommendation:

~~This vehicle has met its life expectancy replacement is recommended~~

Total Point Evaluation: A point total equaling or exceeding eleven (11) indicates that the vehicle should be recommended for replacement. The point total is used to rank its replacement priority. The larger the number the higher the replacement priority will be.



Village of Mount Prospect
Vehicle/Equipment Condition Evaluation Form

Unit # 4527 Assigned Dept./Div. Public Works

Year: 2008 Make: International Model: 7400 Mileage: 30,574

Hours: NA Date of Evaluation: 6-5-2024 Performed By: DeLuca

System	Diagnosis	Estimated Repair Cost
Engine	Poor Corrosion	\$3,000
Transmission	Fair/Corrosion	\$6,000
Differential	Poor	
Exhaust System	Fair	\$2,000
Cooling System	Poor Corrosion	\$2,500
Brakes	Fair	\$1,000
Tires	Fair	
Steering	Fair	
Suspension	Poor	\$2,500
HVAC	Good	
Electrical	Fair	
Body/Frame	Fair/Corrosion	\$1,000
Interior	Poor Seat/floor	\$1,000
Other- describe	hydraulic system	\$25,000
Total Estimated Repair Cost		\$44,000

Diagnosis Code	Code Description
Good	Systems are functioning well and no major repairs are expected.
Fair	Some major repairs are needed, but unit can remain in service a little longer in current condition.
Poor	Major repairs are required as soon as possible to ensure unit safety and reliability.

Appendix - B
Village of Mount Prospect
Vehicle/Equipment Evaluation Summary Report

Unit # 4527 Assigned Dept./Div. Public Works

Year: 2008 Make: International Model: 7400 Mileage: 30,574

Date of Evaluation: 6-5-2024 Performed By: K DeLuca

Ratings:

Unit age: 17 at 2025 replacement Base Policy Age: 17 Points: 2

Mileage/Hrs: 30,574/NA Base Policy Mileage/Hrs: 50,000/5,000 Points: 1

Maintenance Cost:

Repair and Maintenance Cost: \$ 136,000 ÷ Purchase Price: \$ 110,000

Repair and Maintenance Percentage of Purchase Price: 123 % Points: 4

Condition Evaluation: (attach Vehicle Condition Evaluation Form)

Estimated Repair Cost: \$ 44,000 ÷ Current Book Value: \$ 13,000

Repair Cost Percentage of Current Book Value: 338 % Points: 4

Total Ownership Cost Per Mile:

(Lifetime Fuel + R&M + Purchase Price) \$ 271,000

Less Salvage Value \$ 13,000

Net Lifetime Costs \$ 258,000.00

Divided by Mileage/Hours 30,574Mi/NA

Operating Cost Per Mile/Hour \$ 8.43 per Mile

Total Points: 11

Comments and other considerations:

This truck is primarily used for salting operations corrosion is a major factor in the longevity of this truck.

Superintendent's recommendation:

~~This vehicle has met its life expectancy replacement is recommended~~

Total Point Evaluation: A point total equaling or exceeding eleven (11) indicates that the vehicle should be recommended for replacement. The point total is used to rank its replacement priority. The larger the number the higher the replacement priority will be.



Village of Mount Prospect
Vehicle/Equipment Condition Evaluation Form

Unit # 4528 Assigned Dept./Div. Public Works

Year: 2008 Make: International Model: 7400 Mileage: 41,601

Hours: NA Date of Evaluation: 6-5-2024 Performed By: DeLuca

System	Diagnosis	Estimated Repair Cost
Engine	Poor Corrosion	
Transmission	Fair/Corrosion	\$6,000
Differential	Poor	
Exhaust System	Fair	\$2,000
Cooling System	Poor Corrosion	\$2,500
Brakes	Poor	\$3,000
Tires	Fair	
Steering	Fair	
Suspension	Good	\$2,500
HVAC	Good	
Electrical	Fair	
Body/Frame	Fair/Corrosion	
Interior	Poor Seat/floor	\$1,000
Other- describe	Salt spreader rebuild	\$5,000
Total Estimated Repair Cost		\$22,000

Diagnosis Code	Code Description
Good	Systems are functioning well and no major repairs are expected.
Fair	Some major repairs are needed, but unit can remain in service a little longer in current condition.
Poor	Major repairs are required as soon as possible to ensure unit safety and reliability.

Appendix - B
Village of Mount Prospect
Vehicle/Equipment Evaluation Summary Report

Unit # 4528 Assigned Dept./Div. Public Works

Year: 2008 Make: International Model: 7400 Mileage: 41,601

Date of Evaluation: 6-5-2024 Performed By: K DeLuca

Ratings:

Unit age: ^{17 at time of replacement} Base Policy Age: 17 Points: 2

Mileage/Hrs: 41,601/NA Base Policy Mileage/Hrs: 50,000/5,000 Points: 1

Maintenance Cost:

Repair and Maintenance Cost: \$ 178,000 ÷ Purchase Price: \$ 110,000

Repair and Maintenance Percentage of Purchase Price: 161 % Points: 4

Condition Evaluation: (attach Vehicle Condition Evaluation Form)

Estimated Repair Cost: \$ 22,000 ÷ Current Book Value: \$ 15,000

Repair Cost Percentage of Current Book Value: 146 % Points: 4

Total Ownership Cost Per Mile:

(Lifetime Fuel + R&M + Purchase Price) \$ 318,420

Less Salvage Value \$ 15,000

Net Lifetime Costs \$ 303,420.00

Divided by Mileage/Hours 41,601Mi/NA

Operating Cost Per Mile/Hour \$ 7.29 per Mile

Total Points: 11

Comments and other considerations:

This truck is primarily used for salt operations and corrosion is a major factor for replacement

Superintendent's recommendation:

~~This vehicle has met its life expectancy replacement is recommended~~

Total Point Evaluation: A point total equaling or exceeding eleven (11) indicates that the vehicle should be recommended for replacement. The point total is used to rank its replacement priority. The larger the number the higher the replacement priority will be.



Item Cover Page

Subject	Motion to accept the proposal from Farr Associates, Inc. for architectural and engineering services to design three (3) signs for the Village in an amount not to exceed \$111,450.
Meeting	August 20, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	111,450
Budget Source	General Fund
Category	VILLAGE MANAGER'S REPORT
Type	Action Item

Information

On July 17th, 2024, the Community Development Director publicly posted a Request for Proposals (RFP) from design consultants for the design and development of three (3) monument signs. Staff is seeking a consultant to provide an inclusive design process resulting in final construction drawings for three signs with bidding assistance for the following signage:

- One (1) Village gateway entry sign located in South Mount Prospect along the east side of Busse Road, just north of the Jane Adams Memorial Tollway Road (I-90).
- Two (2) monument signs for the Kensington Business Center located at the intersections of Rand Road/Business Center Drive and Feehanville Drive/Wolf Road.

This project originated as an implementation strategy of The Connect South Mount Prospect: 2020 Sub-Area Plan, which identified a general location around Busse Road and I-90 as an opportunity site for gateway signage to strengthen South Mount Prospect's identity and brand image within the overall Village. Additionally, staff has been interested in replacing the two (2) existing monument signs for the Kensington Business Center which have fallen into disrepair and require replacement. The decision was made to combine these initiatives into one project. A budget of \$800,000 was dedicated towards the design and construction of these signs, with \$200,000 programmed for design and bidding services this year and \$600,000 slated to go towards construction next year.

Discussion

Firm Selection Process:

To hire a consultant for this project, staff reviewed the RFP response materials submitted by three (3) firms and asked all of them to come to Village Hall for interviews. A grading rubric was prepared to help evaluate each proposal objectively. Evaluating criteria included: Completeness of Submission, Quality of Design Process, Understanding Project Goals,

Financial Strength and Budget, and Past Success Record. After the interviews, staff weighed the responses and selected a preferred consultant to conduct a design process that would culminate in construction documents and bidding services for the identified signs. An overview of each of the interviewed firms follows:

Confluence

- Confluence is a landscape architecture and urban design firm with a presence in multiple Midwest cities. Founded in 1998, the firm has experience with public projects, including gateway signage and community branding. Their proposal for this project focused on a detailed process of site analysis, stakeholder engagement, and design documentation.
 1. Total proposed budget: \$85,000
 2. Budget per hour: \$125/hour
 3. Staff average score: **75.88**

Engrafik LLC

- Engrafik is a Minneapolis-based firm established in 2013, specializing in signage design, wayfinding, and branding. Their proposal emphasized a design process that includes an initial discovery phase, development of design concepts, and preparation of construction documents. The firm's experience included various public and private projects.
 1. Total proposed budget: \$49,100
 2. Budget per hour: \$185/hour
 3. Staff average score: **80.1**

Farr Associates

- Farr Associates, founded in 1990 and based in Chicago, focuses on architecture, urban design, and sustainable development. Their proposal for the Village Gateway Signage project includes a thorough site selection study, a structured design process, and a strong component of public engagement. The firm has experience in both public and private sectors, with a particular emphasis on integrating architectural and landscape elements into their projects.
 1. Total proposed budget: \$111,450
 2. Budget per hour: \$162/hour
 3. Staff average score: **88.02**

Recommendation to Select Farr Associates

All three firms demonstrated competence and a track record of success, but staff concluded that Farr Associates presented the strongest proposal and would facilitate a high quality and effective process given their proposed partnership with structural and civil engineering firms. Although their proposed budget was larger than the other submissions, their cost per hour was in line with the other firms and their design process was clearer and more detailed. Staff was also impressed by Farr's portfolio of attractive projects, innovative public engagement techniques, comprehensive engineering services and commitment to bidding assistance. Their experience in large-scale public projects demonstrates an ability to deliver projects on time and within budget, making them a reliable and capable choice for this important project. They

were the only respondent that partnered with an engineering firm, which will be necessary given the locational context of these signs likely requiring grading, platting, and other engineering accommodations.

Alternatives

1. Allow Village Staff to enter into a contract with Farr Associates and their subconsultants, to provide signage design services, engineering services and full bidding assistance for an amount not to exceed \$111,450.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends entering into a contract with Farr Associates and their subconsultants, to provide signage design services, engineering services and full bidding assistance for an amount not to exceed \$111,450.

Attachments

1. Farr Associates_Mount Prospect_Gateway Design Services
2. Signage Design Services RFP + Q & A

FARR ASSOCIATES

Request for Proposal

Prepared for Village of Mount Prospect, IL
Village Gateway Signage Design Services
July 19, 2024



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July 16, 2024

Jason C. Shallcross, AICP, CEcD
Community Development Director
50 S. Emerson St.
Mount Prospect, IL
60056

Re: Village Gateway Signage Design Services

Dear Jason & Selection Committee,

Farr Associates is pleased to respond to the Request for Proposal regarding design services for new gateway and monument signage in the Village of Mount Prospect. This is the work we do. Our consultant team has worked together continuously for nearly twenty-five years, including several projects involving large public signs in northern and western suburbs. We understand and embrace the project's goals and its strategic importance to the Village. Equally as important, we believe we can design and build the project within the established budget.

DECADES OF EXPERIENCE

Designing gateway signage that welcomes and orients visitors to Mount Prospect, and especially the Kensington Business Center, is squarely within our team's wheelhouse. Established in 1990, Farr's 30+ years of experience in architecture and urban design equips us to complete the project scope listed in the RFP. The scope includes all the phases necessary to design, price the project, and gain approval to proceed: survey, civil and structural engineering, architectural design, landscape architecture, cost estimating and community engagement. We are eager to collaborate with the Village to prepare design and construction documents for all phases of work.

A COLLABORATIVE TEAM

While the project's footprint is small, many hands are required to ensure success. The team will be led by Mercedes Miley, Principal, Project Manager, and the point of contact with the Village, with contributions by Architect Alina Tompert. We have enlisted long-time collaborators: Terra Engineering, led by landscape architect Keven Graham and civil engineer Thomas Hill will complete the hardscape and natural landscaping design, civil, and electrical scope; Structural engineering will be led by engineer Judy Brady of CEA&A; Vistara's Sanjiv Pillai will oversee cost estimating. All members of the team have worked together on many projects, allowing for a built-in integrated design and quality control process for a seamless project delivery to the Village.

Project success requires the right team working toward the right outcomes. We believe we are that team. With the above points, we respectfully submit the following qualifications to elaborate on our experience. We stand by to answer any questions and look forward to working with your team and supporting the Village's endeavors.

Sincerely,



DOUGLAS FARR FAIA, FCNU
Firm Principal | Architect & Urbanist | Author
Farr Associates Architecture & Urban Design
53 W Jackson Blvd, Suite 650, Chicago, IL 60604
doug@farrside.com
872-259-1966



Bethel Commercial Center Transit-Oriented Development | Chicago, IL



Northside Southside Corridor Study | St. Louis, MO



Merriman Valley—Schumacher Area Study | Cuyahoga Falls, OH

Farr Associates is a full-service architecture and urban design firm at the forefront of decarbonization and high-performance buildings, with expertise in sustainable urbanism and healthy spaces. We have experience working with municipalities of all sizes, from large scale cities like Chicago, Ann Arbor, and St. Louis to individual neighborhoods, rural, and small towns such as Normal and Rockford. We facilitate discussions between all contingencies, including ones often overlooked, to ensure that final solutions are implementable and accepted by the whole community.

We collaborate with clients and partners to create frameworks and systems that realize sustainable aspirations towards healthy, living futures.

SELECT MUNICIPAL CLIENT LIST

City of Akron, OH
City of Ann Arbor, MI
City of Austin, TX
City of Belvidere, IL
City of Bloomington, IL
City of Chicago, IL
City of Davis, CA
City of Des Plaines, IL
City of Detroit, MI
City of Rockford, IL
City of St. Louis, MO
City of Traverse City, MI
Town of Normal, IL
Village of Elk Grove, IL
Village of Mundelein, IL
Village of Lombard, IL
Village of Tinley Park, IL
Village of Wheeling, IL

OUR SERVICES & EXPERTISE

High-Performance Architecture
Urban Planning & Placekeeping
Adaptive Reuse & Renovation
Decarbonization & Climate Mitigation
Form-Based Code & Corridor Studies
Charrettes & Engagement
Sustainability Consulting

YEAR ESTABLISHED: 1990

FIRM SIZE: 10 people

LOCATION: Chicago, IL



Just.

Top Image: Normal Circle | Normal, IL



**BETHEL
COMMERCIAL CENTER**
CHICAGO, IL

WHISTLER CROSSING
RIVERDALE, IL

**LAKE ELLYN
HISTORIC BOATHOUSE**
GLEN ELLYN, IL

XOCO
CHICAGO, IL

LAWSON HOUSE*
CHICAGO, IL



LEED-ND
NEIGHBORHOOD
DEVELOPMENT

UPTOWN NORMAL
NORMAL, IL

SOUTHWORKS
CHICAGO, IL

WHISTLER CROSSING
RIVERDALE, IL
*first in Illinois

HARPER COURT
CHICAGO, IL

**LATHROP HOMES
REDEVELOPMENT**
CHICAGO, IL

CARDINAL CAMPUS
HIGHLAND, IN

*TARGET



**CHICAGO CENTER FOR
GREEN TECHNOLOGY**
CHICAGO, IL

**CENTER FOR
NEIGHBORHOOD TECHNOLOGY**
CHICAGO, IL

**KRESGE FOUNDATION
HEADQUARTERS**
DETROIT, MI

**CHRISTY WEBBER
LANDSCAPES**
CHICAGO, IL

**ENVIRONMENTAL LAW
& POLICY CENTER**
CHICAGO, IL

ADVANCE REALTY
CHICAGO, IL



UPTOWN SOUTH
NORMAL, IL



KELLER CENTER
CHICAGO, IL
Materials Petal

**ACADEMY FOR
GLOBAL CITIZENSHIP**
CHICAGO, IL

LAWSON HOUSE*
Living Building Challenge
Pilot Program Round 3.0
CHICAGO, IL

KELLER CENTER
CHICAGO, IL

**YANNELL RESIDENCE
(+ NET ZERO)**
CHICAGO, IL

HARMONY HOUSE
CHICAGO, IL

ROLLING KNOLLS
ELGIN, IL

KELLER CENTER
CHICAGO, IL

HIGHLAND VET CLINIC
HIGHLAND, IN

HENRY FORD ACADEMY
CHICAGO, IL



PASSIVE HOUSE INSTITUTE

**ACADEMY FOR
GLOBAL CITIZENSHIP**
CHICAGO, IL

**GRANITE CITY
GREEN COMMUNITIES**
GRANITE CITY, IL

Retrofit Award
AMES RESIDENCE
CHICAGO, IL

BROADWAY LOFTS
GARY, IN

GALLERIA 89*
CHICAGO, IL

CASTEN RESIDENCE*
DOWNER'S GROVE, IL

**AIA
COTE
Top Ten**

**CHICAGO CENTER FOR
GREEN TECHNOLOGY**
CHICAGO, IL

KELLER CENTER
CHICAGO, IL



**AIA
Chicago**

Decarbonization Award

KELLER CENTER
CHICAGO, IL

**Enterprise
green
communities™**

**GRANITE CITY
GREEN COMMUNITY**
GRANITE CITY, IL



URBAN LAND INSTITUTE
VISION AWARD
University of Chicago
Keller Center



**LANDMARKS
ILLINOIS**

Project of the Year

ELKS TOWER
LITCHFIELD, IL

*Architectural Excellence
in Community Design*

WHISTLER CROSSING
RIVERDALE, IL

*Preservation Award
for Adaptive Use*

KELLER CENTER
CHICAGO, IL

SCOPE OF WORK

Village of Mount Prospect, IL Gateway Signage Design Services
August 2, 2024



PROJECT UNDERSTANDING

Mount Prospect has budgeted \$800,000 to design and build two monument signs and a gateway. The project will promote Mount Prospect as a friendly, welcoming place to live, work, and play. The signs should draw the attention of passersby, provide basic information, and leave a positive impression of the Village. These outcomes will be achieved through correct locating and sizing, specifying attractive and durable materials, selecting stylish and legible fonts, and by thoughtful landscape and lighting.

Design of these high visibility elements includes engagement to make sure it meets community needs and expectations. To assure that we communicate the design intentions clearly Farr will work in a visual format 2-D graphics, renderings, etc) to show the work in context. We anticipate participating in numerous internal meetings with staff and one public meeting. In order to complete the project (and meet the above objectives) on time and budget Farr's consultant team will rely on cost estimating by Vistara and an integrated design process where the design team works in close coordination with the Village.

TASK 00: PROJECT MANAGEMENT

The Farr Associates (Farr) team will oversee all aspects of the project and deliver all tasks articulated within. Project Manager Mercedes Miley will be the single contact point for Village staff and direct other team members.

A COLLABORATIVE PROCESS

Farr operates on the premise that we should start all things "with the end in mind" to best establish needs, priorities, and desired results. Therefore, a strong kick-off meeting with all contributors is vital to jump-starting the project. Our team will produce preliminary design concepts for the signage structures, plantings, and overall design intent. We are eager to get input from the people who will be responsible for maintaining the signs and all parties relevant to the process including IDOT. From there, refinement occurs, narrowing down the options to one scheme with small variations to be shared at up to two Committee of the Whole Meetings. Should the Village choose, Farr will host a workshop so the public may vote or provide online feedback to their preferred option. We will also prepare presentation materials for the Village Board to illustrate the final, selected design.

MEETINGS & ENGAGEMENT

Farr Associates will work closely with the following constituent groups to develop and refine the design. The project will start with an on-site kickoff meeting including all appropriate Village staff and the consultant team.

- Staff – Farr and the team will meet regularly with staff throughout the contract period.
- Steering Committee Meetings – Gather a Steering Committee to provide review and feedback.
- Public Workshop – we anticipate one public workshop to inform and engage the public
- Board Presentation – Farr will present the final product to the Village Board.

TASK 01: FIELD WORK

The team will visit the site with a member of the Village staff to inform a site selection study for the South

CONSULTANT TEAM



MERCEDES MILEY
PRINCIPAL &
PROJECT MANAGER



ALINA TOMPERT
ARCHITECT



JUDY BRADY
STRUCTURAL ENGINEER



THOMAS HILL
CIVIL ENGINEER



KEVEN GRAHAM
SENIOR LANDSCAPE
ARCHITECT



RAMESH NAIR
SENIOR COST
ESTIMATOR

SCOPE OF WORK

Village of Mount Prospect, IL Gateway Signage Design Services
August 2, 2024



Mount Prospect gateway sign, and confirm desired locations, intended viewing angles, allowable height, collect monument dimensions and specs, and any potential limitations for the replacement of the two existing monument signs at Kensington Business Center. We will take sketches and photographs of the locations and share with the Village digitally. Should additional photos be necessary later, we will send a member of the team to collect.

TASK 02: CONCEPT DESIGN

The team will begin by gathering our resources, including maps and right-of-way information from the Village, on-site photos, and precedent imagery. We will then use the Village of Mount Prospect brand guidelines to create three draft concept designs for staff feedback. Concepts will be visually unique to explore a range of ideas and compare/contrast the most successful concepts.

We anticipate delivering two scales: one for South Mount Prospect gateway signage and another for the two existing Kensington Business Center monument signs. These signs will complement each other, but remain unique, allowing for duplication where appropriate and responsiveness to the surrounding conditions. Our engineering consultant Terra will ensure signage designs do not cause obstructions or driving hazards, in addition to landscape design.

During this phase, IDOT and the two private landowners will be contacted to discuss permitting, concerns about the design options, and other potential considerations. Additionally, the fire department at the Greenwood/Oakton site may need consulting. All concerns will be addressed before continuing into the next phase.

DELIVERABLES:

- A schematic design package for staff review, including notes on materials, size, placement, and basic construction.
- Optionally, we encourage an online survey for residents to vote on their desired signage design.

TASK 03: CONSTRUCTION DOCUMENTS

Following a selection of a final design, the team will prepare final drawings for each sign, including structural, landscape, and architectural details for full build-out. At this phase, a sign fabricator should be identified to collaborate on efficiency in materials and construction. We would hate to find out at the beginning of fabrication that the CNC machine is 2" smaller than the designed sign. Those kinks can be ironed out during the documentation process and avoid hiccups later.

Vistara will provide a cost estimate for (3) signs based on the construction drawings and specifications from the larger team. Additional drawings will be supplied, as needed for clarity of design intent.

DELIVERABLES:

- Construction Documents & Specifications
- A phasing plan, based on staff input and ranked priority.
- A final presentation slide deck for presentation to the Village Board.

SCOPE OF WORK

Village of Mount Prospect, IL Gateway Signage Design Services
August 2, 2024



TASK 04: BIDDING DOCUMENTS

A 95% Construction Documents set will be submitted for competitive bid by contractors. Farr Associates will prepare the below documents and host an online shared site for access to invite access to all documents.

Farr will respond, in writing to group questions, and provide (1) written recommendation from our review of bids. Any of the following services may be included in selecting a Contractor:

1. Assistance with the preparation and distribution of documents, including all Design Documents and Specifications hosted on a shared online Folder
2. Attend Pre-Bid Meeting (virtual)
3. Answer (1) round of questions received during bidding
4. (1) Evaluation round of construction bids

We will include the following documents as part of the bid set:

1. A full discipline bid set with scaled drawings to adequately understand the design intent and all needed takeoffs
2. Specifications of major materials and processes
3. Bid instructions
4. Outline pricing sheet, broken out by CSI division

The Village may request additional documents to assist in this process. We will evaluate the level of effort at the time of request.

DELIVERABLES:

1. Written answers to bidder questions
2. Written evaluation of construction bids

TASK 05: CONSTRUCTION ADMINISTRATION

Should the Village elect, Farr would be please to offer construction administrative services to verify the design intent during construction. This phase may include:

1. Responding to contractor requests for information
2. Periodic site observations, including reports
3. Review of contractor change order requests including recommendations

If the Village elects to choose this service, we will work with the team to understand what would be the best value for the project. Please see our daily and hourly rates for such services.

PROJECT DETAILS

Village of Mount Prospect, IL Gateway Signage Design Services
August 2, 2024



PROFESSIONAL FEES

Based on our understanding of the work, we propose the following fees. We welcome discussion from the Village to refine scope and negotiate fees based on updated deliverables.

Terra: Surveying	\$15,000
Farr: Project Management, Design & Community Process	\$53,000
Vistara: Cost Estimating	\$6,000
CEA: Structural	\$12,000
Terra: Civil/Landscape/Electrical	\$25,450
Total	\$111,450

	Lump Sum Fee	Hours	Schedule
Task 00: Project Management	\$7,950	43	Ongoing
Task 01: Field Work	\$29,950	140	September 2024
TASK 02: Concept Design	\$39,280	262	October-November 2024
Task 03: Construction Documents	\$28,625	191	December 2024-January 2025
Task 04: Bidding Assist	\$9,645	52	January 2025
Task 05: Construction Administration	Hourly	N/A	As needed
Total	\$111,450	688	~ 4 months

EXCLUSIONS

- Meetings beyond those specified
- Changes to approved designs
- Bidding
- Permitting
- Redesign after staff approval
- Construction Administration

CONTRACT & INSURANCE

While this phase of work does not include construction, the signs will eventually be built. To prepare, Farr Associates will draft a contract using the AIA B101 template and provide a certificate of Insurance.



MERCEDES MILEY

AIA, NCARB, CPHC, LEED GREEN ASSOCIATE



PRINCIPAL & PROJECT MANAGER

Mercedes is a licensed architect, developer, and urban designer with experience in a variety of project types, scales, and construction methods. She has an affinity for housing and community-based design that improve the quality of life for the end user and public. As a lover of old buildings, she welcomes the growth and challenges that existing conditions carry to breathe new life into old works of art.

Outside of the office, Mercedes advocates for the education and empowerment of women and girls. First with 23 years in a variety of roles for Girl Scouts of America, and now through her leadership on the Women in Planning & Development (WPD) Board of Directors. She has called Chicago's Southside home since 2018 and is involved in community-run development initiatives including Friends for a Natural South Chicago and the 7th Ward Alderman's Community Advisory Committee.

EDUCATION

University of California, Berkeley
Master of Urban Design

Oklahoma State University
Bachelor of Architecture

AFFILIATIONS

Licensed Architect: IL

American Institute of Architects
Member

PHIUS

Certified Passive House Consultant

Community Advisory Council
7th Ward, Chicago, IL

Women in Planning & Development
Board Member
Professional Development Chair

Friends of the Honors College
Oklahoma State University
Founding Member

AWARDS

Graduate Opportunity Fellowship
UC Berkeley, 2018

St. Patrick's Award
College of Engineering
Oklahoma State University, 2017

C.O.R.D. Award for Service
Oklahoma State University, 2017

CONTACT

mercedes@farrside.com

SELECT PLANNING PROJECTS

PARK RIDGE DESIGN GUIDELINES

City of Park Ridge, IL

Creation of new graphic images and design elements for use by the City's Appearance Commission. The final deliverable will be an updated document of the City's 1991 Urban Design Guidelines booklet.

SKOKIE GATEWAY SIGNAGE

Village of Skokie, IL

Design for a collection of new signage including ground-mounted monument signs and pole-mounted banners. Design options were refined over a series of meetings, arriving at a preferred family of signs.

OAKTON MONUMENT SIGNAGE

Oakton Community College, Des Plaines & Skokie Campuses, IL

Long term visioning with site improvements, main entrance, and monument signage.

MUNDELEIN RESIDENTIAL DESIGN GUIDELINES

City of Mundelein, Mundelein, IL

Design guidelines for single and multi-family residential construction that uses simple prose and graphics to better achieve high quality buildings and neighborhoods.

BEVO GREAT STREETS

City of St. Louis, St. Louis, MO

Proposal for the community hub and commercial district along Gravois Ave., including a community engagement strategy, tactical outreach plan, and streetscape design strategies. The project included a four-day charrette.

COLLINSVILLE GREAT STREETS

City of Collinsville, Collinsville, IL

An ongoing program through East-West Gateway to improve street design and placemaking along important corridors of cities. The project consisted of a four-day charrette and a final document.

WHEELING STATION AREA MASTER PLAN UPDATE

Village of Wheeling, Wheeling, IL

A new Transit Oriented Development master plan that will guide future land use by clarifying policy direction and streamlining the development process by focusing public investments of time and money. The project included a three-day charrette.

YORKVILLE DOWNTOWN STREETScape PLAN & FORM-BASED CODE

City of Yorkville, Yorkville, IL

A downtown streetscape master plan and form-based zoning overlay that implemented recommendations from the City's comprehensive plan in the City's historic downtown.



ALINA TOMPERT

AIA, WELL AP, LFA

ARCHITECT



Alina first joined Farr Associates in 2016 after graduating from the Illinois Institute of Technology. After gaining professional experience in Germany and California, Alina returned to Chicago and Farr Associates in 2023 as a Project Manager.

Drawing from her diverse experience in architectural, culinary, and fine arts, Alina seeks to use design to create human scaled, people centric, community oriented and accessible buildings and places. Whatever the craft, the purpose is always to bring people together and elevate the best practices that propel us collectively to a better future.

EDUCATION

Illinois Institute of Technology
Bachelor of Architecture

Kunst Akademie, Stuttgart
Master Studies

AFFILIATIONS

Licensed Architect: IL

American Institute of Architects
Member

International Living Future Institute
Living Future Accreditation

AWARDS

Illinois Institute of Technology
Student Project Award, 2015

Illinois Institute of Technology
Heald Scholarship, 2011-16

CONTACT

alina@farrside.com

SELECT ARCHITECTURE PROJECTS

DUPAGE CHILDREN'S MUSEUM

DuPage Children's Museum, Naperville, IL

Sustainability: Living Building Challenge Target

Farr Associates is leading a consultant team to refine the vision for the expanded museum campus, including its sustainability goals, and determine the construction cost. The team consists of award-winning landscape architects, civil engineers, MEP, structural, and transportation engineers.

LAKE PLAIN MODULAR HOUSING

Community Partners for Affordable Housing, Beach Park, IL

A multi-phase development project on 70 acres in Lake County, IL, Beach Park.

Phase 1 includes 40 modular townhomes for seniors ages 55+.

LAWSON HOUSE REDEVELOPMENT

Holsten Human Capital Development, Chicago, IL

Sustainability: LBC Affordable Housing Pilot

Renovation of historic landmark Art Deco building into 400 affordable micro-unit apartments and on-site supportive & social services.

KELLER CENTER, HARRIS SCHOOL OF PUBLIC POLICY

University of Chicago, Chicago, IL

Sustainability: LEED Platinum; Living Building Challenge Petal

Transformation of the historic 1963 Edward Durrell Stone-designed New Graduate Residence Hall into a welcoming, state-of-the-art research and teaching center.

AMES RESIDENCE

Private Client, Chicago, IL

Sustainability: Passive House Certification Target

Transformation of a crumbling Victorian cottage into a modern townhome with continuous 4" insulation, roof photovoltaics, and high-standard windows and doors.

HOLSTEIN PARK FIELD HOUSE

Chicago Park District, Chicago, IL

New assembly space and historic renovation of locker rooms to be ADA accessible.

The updated bathrooms also include a family bathroom.

VETERINARY ORTHOPEDIC CENTER

GC Indiana Holdings LLC, Highland, IN

Sustainability: LEED-NC Platinum; USGBC Indiana Green Building Award Merit

100% electric, carbon-free facility including variable refrigerant flow HVAC system, solar photovoltaics on rooftops and canopies, high-efficiency hot water heaters, LED lighting with occupancy sensors, and two electric vehicle charging stations.

FIRM PROFILE



C.E. Anderson & Associates, PC was established in 1995 as a full-service structural engineering consulting firm, benefiting the architectural community. Our firm prides itself in the distinctive education and experience in both architecture and structural engineering of our staff. This background provides us with an appreciation of the unique needs of all disciplines involved in the building design process. The result is innovative, cost effective and collaborative solutions to complex structural and architectural challenges.

Our clients appreciate our ability to be sympathetic to both aesthetic requirements and program functions in designing structures. In addition to the two licensed architects in the office, all of the engineers have a strong background in architecture. The majority of the engineers possess a Master of Architecture degree with a Structural Emphasis, or an Architectural Engineering degree. Because of this background, we are able to offer suggestions for architectural detail development as well as simplification. Our dual education enables us to conceive and develop the most appropriate solution for the architectural challenges we encounter. Our project involvement, beginning in conceptual design phase, assists our clients in developing architecturally pleasing, yet realistic, constructible, and cost effective designs.

Our project experience is varied and extensive. C.E. Anderson & Associates personnel have vast experience in the design of high-rise and low-rise structures. Building types include educational facilities; from elementary schools to high schools to university buildings. We have also provided structural engineering services on numerous municipal buildings, hospitals, medical research facilities, commercial office buildings, retail buildings, restaurants, condominiums, multi-family housing projects, churches, hotels, and banks. Our international projects include shopping malls, university buildings, and corporate research facilities. We have experience with all building materials, including concrete, steel, masonry, light-gauge metal and wood. We analyze each project to determine the most appropriate building material for the required function, aesthetics and budget.

We have benefited from working with a wide variety of architects. Our diverse clientele gives us the opportunity to experience and learn different techniques of problem solving through the design and construction process. We believe this exposes us to cutting edge building design philosophies. In addition, we endeavor to create relationships with our clients that endure. While we are always excited to work with new clients, many of our relationships extend back to the founding of the firm.

C.E. Anderson & Associates endeavors to consistently provide the highest quality of work. Utilizing the latest structural software and computer technology, as well as our commitment to the team approach, we strive for excellence on every project.

Judy A. Brady, S.E., A.I.A.
Vice President

Judy has over 30 years of varied structural engineering experience. She graduated from the University of Illinois at Urbana-Champaign with a Bachelor of Science in Architectural Studies, followed by a Master of Architecture degree specializing in structural analysis and design. Judy began her career at a consulting engineering firm specializing in field investigation and testing of distressed buildings, and structural analysis of architectural and structural components. After a few years in that environment, Judy moved on to structural design of new buildings, additions and renovations. Since that time, she has worked as a structural engineer designing a wide variety of projects, including healthcare facilities, educational and government facilities, churches, office buildings, and retail buildings.

Judy is a licensed structural engineer and architect. She joined C.E. Anderson & Associates in 1998 as a project structural engineer.

REPRESENTATIVE PROJECT EXPERIENCE – Education & Municipal

The Greening of the Peggy Notebaert Nature Museum	Chicago, Illinois
DuSable Harbor Restaurant/Boat Rental Building and Pedestrian Bridge	Chicago, Illinois
Springbank Aquatic Center	Plainfield, Illinois
River Forest Country Club	Elmhurst, Illinois
Settler's Ridge Clubhouse	Sugar Grove, Illinois
Museum of Science and Industry Additions & Renovations	Chicago, Illinois
Westmont Police Facility	Westmont, Illinois
Northwestern University Design Standards	Evanston/Chicago, Illinois
Northwestern University Kellogg School of Management Site Work	Evanston, Illinois
Northwestern University Elder Hall	Evanston, Illinois
Northwestern University Rocky Miller Ballpark	Evanston, Illinois
Northwestern University Tennis Center Addition	Evanston, Illinois
Governor's State University Stairs and Ramps	University Park, Illinois
Oakton Community College – West Addition	DesPlaines, Illinois
Adlai E. Stevenson High School Additions	Lincolnshire, Illinois
Barrington Early Learning Center	Barrington, Illinois
Braeside Elementary School Addition	Highland Park, Illinois
Canty Elementary School Addition	Chicago, Illinois
Cary 5/6 Elementary School Additions & Renovations	Cary, Illinois
Cary High School Additions & Renovations	Cary, Illinois
Crystal Lake South H.S. Addition	Crystal Lake, Illinois
CROYA Youth Center	Lake Forest, Illinois
Deerfield High School Additions & Renovations	Deerfield, Illinois
Highland Park High School Additions & Renovations	Highland Park, Illinois
Lake Forest Country Day School Additions & Renovations	Lake Forest, Illinois
Lake Forest High School Additions & Renovations	Lake Forest, Illinois
The Learning Academy Addition	Rolling Meadows, Illinois
McHenry East High School Additions & Renovation	McHenry, Illinois
New Sunrise Lake Outdoor Education Facility	Bartlett, Illinois
New Oak Terrace Elementary School	Highland Park, Illinois
U-46 New Elementary School E	Elgin, Illinois
U-46 New Liberty Elementary School	West Bartlett, Illinois
Westfield Middle School Additions & Renovations	Bloomington, Illinois
Winfield Middle School Additions & Renovations	Winfield, Illinois

PROFESSIONAL REGISTRATIONS

Illinois Licensed Structural Engineer #081-005881

Illinois Licensed Architect #001-015399

EDUCATION

University of Illinois
Urbana, Illinois

Master of Architecture – Structures Option	1991
Bachelor of Science in Architectural Studies	1989

cea&a

STRUCTURAL ENGINEERS 12



ABOUT TERRA

TERRA Engineering, Ltd. is a multi-disciplinary professional service firm that utilizes our experience, intellect, passion, and diversity to serve our clients. Since 1992, our portfolio has evolved to include local, national, and global projects ranging in both type and scale. We approach our work from a foundation of comprehensive expertise and resources, allowing our disciplines to collaborate and create intelligently designed, thoughtful, site-specific solutions that skillfully balance aesthetic with function. We are dedicated to making our clients successful and enabling our clients and staff to make innovative and socially responsible decisions that result in a sustainable and effective design.

MANAGEMENT TEAM

KAREN STEINGRABER
President

JAMIL BOU-SAAB
Executive Vice President

GEORGE GHAREEB
Senior Vice President

ERIC THERKILDSEN
Vice President

DAN KAVANAUGH
Vice President of Transportation

GEORGE RYAN
Vice President of Construction Services

DANIELLE KOWALEWSKI
Vice President of Site Development

PROJECT CONTACT

JAMIL BOU-SAAB, PE
Executive Vice President
225 W. Ohio Street, 4th Floor
Chicago, IL 60654
312.467.0123

SERVICE SECTORS

- Transportation Engineering
- Traffic Engineering/Studies
- Structural Engineering
- Bridge Inspections
- Electrical Engineering
- Surveying
- Geographic Information Systems (GIS)
- Site Development
- Landscape Architecture
- Land Use Planning
- Municipal Engineering
- Water Resources
- Construction Engineering

MISSION STATEMENT

Our mission is to become the professional service firm of choice by empowering our employees to be innovative and socially responsible while achieving sustainable and profitable growth.

OUR PEOPLE

TERRA is an Equal Opportunity Employer with a staff of 100 employees of diverse ethnicities and backgrounds, including; Professional Engineers, Professional Traffic Operations Engineers, Structural Engineers, Professional Land Surveyors, Landscape Architects, GIS Analysts and LEED Accredited Professionals.

CERTIFICATIONS

TERRA is certified through more than a dozen agencies, and is a recognized WBE-certified company. Please contact us for more information regarding our various certifications.



KEVEN GRAHAM, FASLA, PLA, CLARB

Senior Landscape Architect



EDUCATION

Bachelor of
Landscape Architecture
Iowa State University (1989)

Associate of Science
Architectural Construction
Technology
Illinois Central College (1985)

PROFESSIONAL EXPERIENCE

5 years with TERRA
25 years prior to TERRA

REGISTRATION / CERTIFICATION

Registered Landscape Architect:
Illinois 157-000150 (IL, 1991)
Wisconsin 742-14 (WI, 2017)
Missouri 2017022295 (MO, 2017)
Kansas 897 (KS, 2018)
Indiana LA21900010 (IN, 2019)
Ohio LA.1901515 (OH, 2019)
Michigan 3901046988 (MI 2022)

Council of Landscape Architectural
Registration Boards, #40403 (2011)

Erosion and Sediment Control
Module 1 - IDOT

PROFESSIONAL AFFILIATIONS

American Society of Landscape
Architects - National Vice President

Illinois Chapter American Society of
Landscape Architects

Lambda Alpha International – ELY
Chapter

Keven has more than 30 years of experience in the enhancement and revitalization of public and private green spaces, including the preparation of final design and construction documents as well as the research and preservation of historic landscapes. He is actively involved in the creation of environmentally sustainable design solutions for site development and has assisted in writing sustainable design development metric and ordinances.

HOPE CHURCH / Wheaton, IL / Landscape Architect / Preliminary design for memorial garden and planting plan for church expansion.

SITE PLANNING, ST. ISAAC CHURCH / Niles, IL / Landscape Architect / Planting plan and parking layout for St. Isaac Joques Church; design program included layout of new parking lot configuration; planting plan incorporated ornamental entryways, screening and special attention to planting within the parking area.

ST. IGNATIUS PREP SPORTS FIELDS / Chicago, IL / Project Manager / Prepared landscape architecture designs associated with the planned new construction of new outdoor athletic facilities for baseball complex, JV soccer stadium, track and field and a new entry plaza for the sports complex.

BERNARD ZELL ANSHE EMET DAY SCHOOL / Chicago, IL / Project Manager / Civil engineering and landscape architecture services associated with the planned building addition and site improvements associated with the BZAEDS. The project includes site demolition, two new playground areas, a new driveway/drop-off area, an entry courtyard, and a reconfigured artificial turf field. Worked closely with architect to develop site plan and with the school to select abstract playground equipment to encourage creative play. Prepared all landscape and construction documents.

FRANK LLYOD WRIGHT HOME AND STUDIO / Oak Park, IL / Project Manager / Prepared restored historically accurate planters at the entry way to the property. Developed conceptual designs landscape plans for the new visitors center following the design theories of Wrightscapes.

MCCULLOCH PARK / Evanston, IL / Landscape Architect / TERRA is currently working on the redeveloped Catharine McCulloch Park which consists of playground and basketball court replacements along with new paths, seating areas, natural play elements, site lighting, and site drainage improvements.

MT EMBLEM CEMETARY* / Elmhurst, Illinois / Landscape Architect / Researched the historic landscape designed by O.C. Simonds to use historically accurate plant materials in the restoration of the lake and to control eroding banks. Careful work to honor the historic cemetery design and documentation were prepared.

NORTHWESTERN UNIVERSITY RESERVOIR LANDSCAPE / Evanston, IL / Senior Landscape Architect / Mr. Graham is overseeing the landscape design, engineering and construction administration services for the transformation of a Northwestern University parking lot, located above the City of Evanston's reconstructed Clear Well Reservoir, into a green space. TERRA's team is responsible for reviewing Evanston's existing Clear Well design documents and developing a solution to implement separately at the end of the City's construction project. Structural design includes capacity for the weight of soil and grass, or turf with proper slopes for drainage.

*Experience prior to joining TERRA Engineering, Ltd.



EDUCATION

Bachelor of
Landscape Architecture
University of Illinois
at Urbana-Champaign (2006)

PROFESSIONAL EXPERIENCE

7 years at TERRA
9 years prior to TERRA

REGISTRATION / CERTIFICATION

Registered Landscape Architect:
157001738 – (IL, 2022)
LA22100005 – (IN, 2021)

Council of Landscape Architectural
Registration Boards (2022)

Steve is a landscape architect and site designer and has 13 years of professional experience. Most of his experience focuses on parks and recreational design and development. In addition to his design work, he has a strong background in construction and site observation. Currently, he manages a variety of projects, provides design and production as well as expertise in planting design and identification.

COPERNICUS PARK / Milwaukee, WI / Landscape Designer / Providing a master plan with a design that focuses on mitigating localized flooding and storm water issues while serving as a recreational amenity for the residents of the surrounding neighborhoods. It incorporates amenities such as educational signage, geometric patterns, improved walking trails, exercise stations, a garden labyrinth, and new plantings and lighting. Refined site plan from Master Plan to start in construction document phase.

CHICAGO RIDGE PRAIRIE* / Oak Lawn, IL / Project Assistant / Restoration of existing native prairie. The work included removing invasive species, new interpretive path and signage and picnic shelter. Steve produced all Construction Documents specifically focusing interpretive signage around the park.

CPS CHARTER SCHOOL ASSESSMENTS / Chicago, IL / Landscape Architect / The landscape project consists of parkway, parking lot, and general maintenance improvements. The parkways and parking lots improvements are to be in compliance with the Chicago Landscape Ordinance. The general maintenance improvements for trash enclosures, bike racks, and tree pruning are for the safety and welfare of the general public.

CHA DESIGN GUIDELINES / Chicago, IL / Landscape Designer / Civil engineering and landscape architecture services associated with developing Capital construction Department Design Program Standards for the CHA. Produced specification standards and design guidelines to improve efficiency and create a cohesive construction package. Integrated CHA's current standards with best practices and other city departments.

BEDFORD PARK DISTRICT OFFICE COURTYARD* / Bedford Park, IL / Landscape Designer / Reconstruction of an existing underused courtyard. The new courtyard included ornamental brick paving throughout, an arbor for wedding ceremonies as well as new landscape. Steve assisted in the overall design and individually produced the Construction Documents.

PEORIA COUNTY VETERANS' MEMORIAL / Peoria, IL / Landscape Designer / Development of a plaza with a granite memorial honoring veterans from the Korean War to present and future wars. Steve assisted in preparing the Construction Documents as well as helping in the design of the granite memorial. This included determining text type, size and placement.

STREAMWOOD MUNICIPAL COMPLEX* / Streamwood, IL / Project Assistant / A major redevelopment of the municipal complex, including buildings and landscape. Steve detailed and produced a majority of the Construction Documents for the landscape architectural set. This included brick paver plazas, site furnishings and landscape planting.

GRAYSLAKE FARMER'S MARKET* / Grayslake, IL / Project Manager / Reconstruction of an unused courtyard for a seasonal farmer's market. The design included brick paving, pedestrian lighting, landscape, band stage and artificial turf areas for vendors to stage. Steve designed and produced all Construction Documents as well as performed all construction observation.

*Experience prior to joining TERRA Engineering, Ltd.



EDUCATION

Bachelor of Science
Civil Engineering
University of Illinois at Urbana
Champaign (1996)

PROFESSIONAL EXPERIENCE

Joined TERRA in 2024
27 years prior to TERRA

LICENSES / CERTIFICATES

Professional Engineer
062-05241 (IL, 2003)
70577 (CA)

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers, 1998-2024

Tom has extensive experience working as a dynamic designer, responsible manager, innovative trainer, and empowering mentor for civil engineers on a broad range of site development projects across northeastern Illinois. He leads QA/QC programs for all TERRA civil site engineers and enjoys working on projects for both select and legacy clients throughout Northeastern Illinois. His 27 years of professional experience and passion for public sector projects inspire him to strive to make each project a success and aspire to make our communities better places. Tom enjoys challenging projects with alternative energy elements, and strong sustainability focuses. He is proud and grateful for opportunities to have led successful projects for his children's pre-school, elementary and high schools, township and park district, and faith community.

TRINITY INTERNATIONAL UNIVERSITY (TIU) / CAMPUS REDEVELOPMENT / Deerfield, IL / QCQA/Technical Review Engineer / Providing quality review in support of TERRA's civil design engineering services associated with the redevelopment of approximately 26 acres of an existing university campus.

EDSA / NEW HEALTHCARE CAMPUS / Bentonville, AR / QCQA/Technical Review Engineer / Professional services to support sustainability initiatives and MEP Engineering for a new, state of the art healthcare facility within a 130-acre campus. Tom is providing quality and technical engineering review to the team.

HARPER COLLEGE/HOLABIRD & ROOT / NEW STUDENT CENTER / Palatine, IL / QCQA/Technical Review / Tom is providing quality and technical review for surveying services associated with a new Student Center on the Harper College campus.

CHICAGO DEPARTMENT OF TRANSPORTATION (CDOT) / DIVISION STREET STREETScape / Chicago, IL / QCQA/Technical Review Engineer / TERRA is providing design and engineering services for streetscape improvements on Division Street from Dearborn Street to State Street. This section of Division is a popular entertainment area that often gets closed for activations. The adjacent businesses, community members, and 2nd Ward Alderman's office have been working on a vision for this project, the goal of which is to create a pedestrian friendly and aesthetically pleasing street that will support community events and business growth for this area. TERRA is exploring the potential of both a curbed and curbless option for the street design. This project requires a public involvement process that builds from the current planning and development efforts. Including strong urban design team members is required.

TOWN OF CICERO / CICERO INCLUSIVE PLAY PARK CD-CA / Cicero, IL / QCQA/Technical Review Engineer / Through the Department of Housing, the Town of Cicero is assembling properties along South Laramie Avenue to serve as an inclusive play playground. The land is former industrial property and adjoins two previously developed recreation facilities. TERRA is charged with the design and final construction plans for the park. Tom is providing quality and technical review of construction documents for inclusive play environment and playground.

WARREN TOWNSHIP CENTER* / Gurnee, IL / Project Engineer-Project Manager / Tom has worked at the Gurnee campus for over twenty years and performed master planning of the campus including playground expansions, new athletic field layouts, pedestrian walking paths, and layout for a forested disc golf course. Oversaw the design and construction of a new deep well and irrigation system to supply and serve athletic field complex in a multi-phase strategy. Performed design for a new remote washroom facility and pavilions. Engaged with building projects including the Town Hall and later building addition. He has also designed athletic facilities such as the basketball court, tennis courts, and softball field project.

**Experience prior to joining TERRA Engineering, Ltd.*



Firm Profile

Vistara Construction Services, Inc. was formed in 1994 as an Illinois Corporation. We provide Construction Quality Management (CQM) Consulting Services. Our services in the public and private domains include Owner's Representative, Construction Coordination and Administration, Cost Estimating, Construction Scheduling, Building Assessment Surveys, Life Cycle Costing, Reviews for Compliance with ADA & UFAS (Americans with Disability Act, Title III and Uniform Federal Accessibility Standards).

Higher Education Projects

1. Discovery Partners Institute (DPI), Chicago Center for Education & Research (2022-2023) Budget \$185M
2. Ecole Polytechnique Federale de Lausanne, Switzerland (2022) Budget \$230M
3. New Engineering and Science Building, University of Chicago (2019-2022) Budget \$450M
4. Harris School at the Keller Center, University of Chicago (2015-2018) Budget \$80M
5. Hydro systems Laboratory, UIUC, Champaign, IL (2015-2018) Budget \$31M

Aviation

1. O'Hare Global Terminal, Chicago, IL (2020-In Progress) Budget >\$1.5B
2. American Airlines, Tulsa, OK – Utilities Upgrade (2023- In Progress)
3. American Airlines, Tulsa, OK – Fire Alarm Upgrades for 27 buildings (2023 – In Progress)
4. Bishop Int'l Airport Authority – FNT Fire Fighting Station, Flint, MI (2022-23) Budget \$9 Million
5. Lubbock Preston Smith International Airport Renovation (2017-In Progress) Budget \$51M
6. Laredo International Airport, Terminal Expansion (2022)
7. Southwest Airlines Maintenance Hangar, BWI (2022)
8. American Airlines, Concourse L – 3 Gate Expansion (2021)
9. JFK Terminal 8 – Roof Renovation and Replacement (2021)
10. Lafayette Regional Airport (LFT) – New Terminal (2017-2021) Budget \$140 Million – Cost Consultant

Other Projects

1. GSA - Ralph Metcalfe Federal Building Feasibility Study (2017-2019) Budget \$100 Million – Cost Consultant
2. GSA - E.M. Dirksen Federal Courthouse (2007-2014) Budget \$120 Million – Construction Quality Manager
3. GSA - Federal Center Plaza Restoration (2009-2012) Budget \$28 Million – Construction Manager
6. North Pier Loft Conversion (2013-2016) Budget \$60 Million – Construction Cost Estimator/ Scheduler CDB
7. New Central Computing Facility, Springfield, IL – Data Center (2022) Budget \$100 Million
8. Champaign County Satellite Jail, Urbana, IL – Single-story Addition (2022) Budget \$20 Million

Over the past 2 decades, Vistara has been providing pre-construction services including concept, schematic, design development and construction document estimates for various clients -- small and large and for both public (local municipalities and federal) and private -- the Public Building Commission (PBC), Chicago Public Schools and Libraries, CTA, CDA/DOA, Cook County Forest Preserve, GSA Federal projects, Universities (public and private), airline companies (United, Southwest), and for cities and villages - Park Ridge and Riverside, IL.

Ramesh Nair
Sr. Cost Estimator



Education

Master of Science
(Building Performance/ Diagnostics)
Carnegie Mellon University
Pittsburgh, PA

Bachelor of Architecture
(Architectural Design)
Mangalore University
India

Licensed Architect
State of Illinois

LEED AP (BD+C)

References

S.B. Friedman & Co.
Steve Friedman, Principal
(312) 424-4260

Lab/ Life Sciences Architecture
Mark Reed, Principal
(617) 817-0088

Farr Associates
Doug Farr, Principal
(217) 621-6746

Awards

American Planning Association
2008 Gold Award
Uptown Redevelopment Program
Park Ridge, Illinois

Construction Excellence
General Services Administration 2005

GSA Design Awards 2006
Citation
U.S. Custom House Renovation

Software

Primavera P6, Rel 16.2
PlanSwift V10.2
Earthworks 3.0

Mr. Nair functions as a Project Executive in all aspects of Construction Management Services for Vistara Construction Services. He is responsible for the Coordination, Quality & Cost Control aspects for large institutional and commercial developments. He has over 30 years of experience in the construction industry.

University of Chicago – New Engineering and Science Building
(Lab/ Life Sciences Architecture) Construction Cost estimator for the design and construction of a new 550,000SF science laboratory and office building including Dry, Hybrid, Optical and Wet Labs. Design Completion 2022, LEED Gold Construction Budget - ~\$550.0 Million. Ref: Mark Reed, mreed@labarchitecturegroup.com, 617-817-0088

Ecole Polytechnique Federale de Lausanne, Switzerland (Lab/ Life Sciences Architecture) Construction Cost estimator for the design of a new 230,000SF science laboratory and office building Budget~\$200.0 Million. Ref: Mark Reed, mreed@labarchitecturegroup.com, 617-817-0088

University of Illinois, Champaign – CE Hydro systems Laboratory
(Reifsteck Reid & Co. Architects) Construction Cost estimator for the design and construction of a new 45,000SF addition. Including classrooms, laboratories, offices and common spaces Completion 2020, Construction Budget - ~\$23.0 Million. Reference: Charles Reifsteck, creifsteck@rr-arch.com, 217-351-4100

University of Chicago, Keller Center, Harris School of Public Policy (Farr Associates) Construction Cost estimator for the renovation of the Edward Stone designed Keller Center. The project includes the complete interior renovation and reconfiguration of spaces to conform to current standards and expectations (119,000SF). Completed 2018, LEED Platinum, LBC. Budget \$90.0 Million. Reference: Douglas Farr, doug@farrside.com, 312-408-1661

Rock Valley College, Health Sciences Center, Rockford, IL (BLDD Architects) Involved with budget formulation in addition provided multiple Construction Cost Estimates and site phasing plans for the new 115,000SF facility. Instructional space included dental, nursing, surgical, respiratory and EMT training facilities, including faculty support spaces and student recreational areas with a lofty atrium. LEED Silver. Completed 2017. Budget - \$34.0 Million. Reference: Scott Likins, scott.likins@bldd.com, 844-784-4440

Northern Illinois University – Grant Tower C (Residence Hall)
(BLDD Architects) Cost Consultant for the renovation of the 12-story residence into 183 double and single occupancy rooms and upgrades to support services, including ADA complaint toilet rooms (85,000 SF), offices and student gathering spaces. Budget - \$13.4 Million. Reference: Scott Likins, scott.likins@bldd.com, 844-784-4440

PROJECT EXAMPLES



CLIENT: Oakton Community College — Skokie Campus & Des Plaines Campus

PROJECT: Gateway & Monument Signage

YEAR COMPLETED: 2019



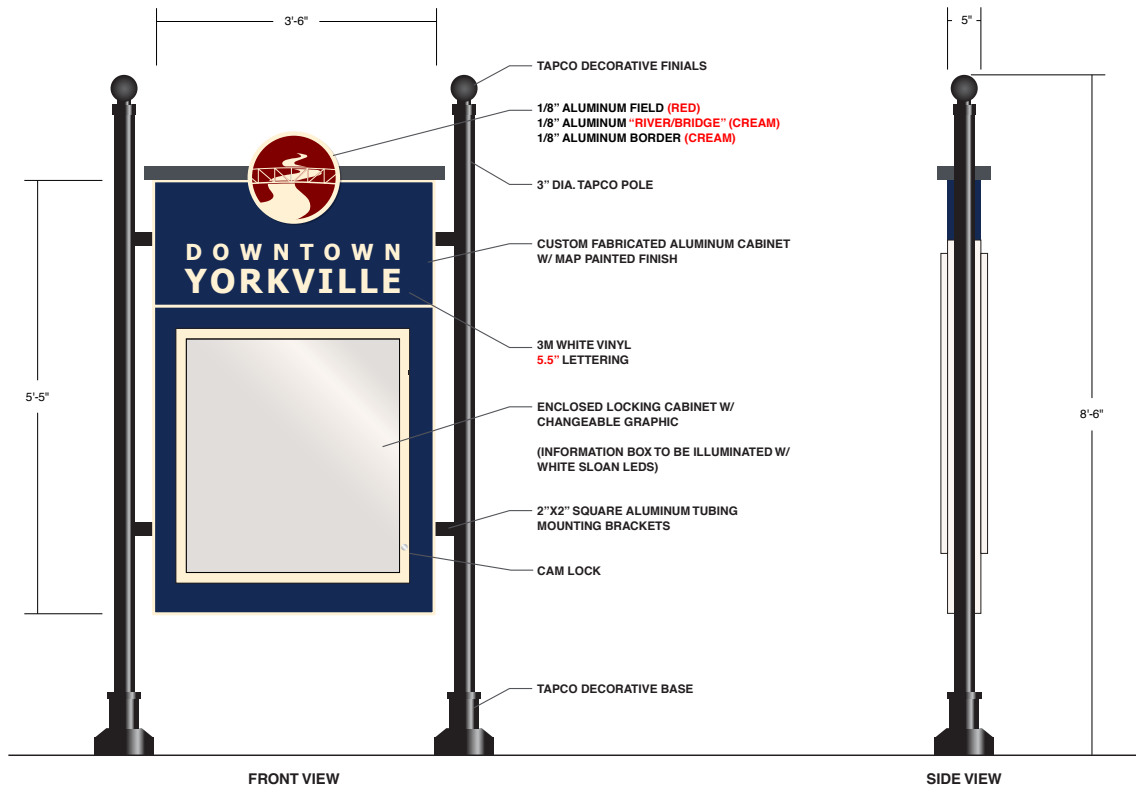
PROJECT EXAMPLES



CLIENT: United City of Yorkville, IL

PROJECT: Gateway & Wayfinding Signage

YEAR COMPLETED: 2018



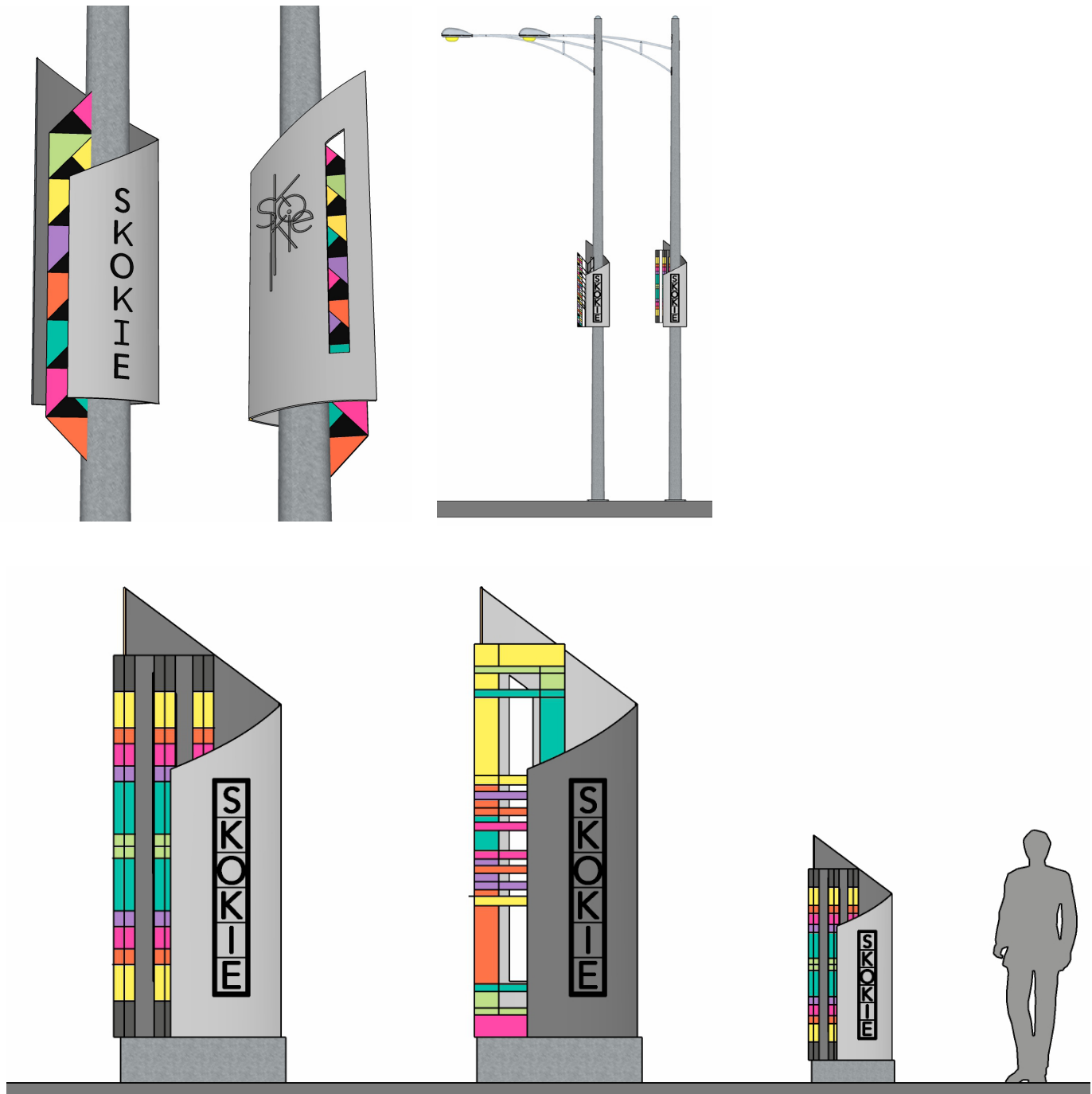
PROJECT EXAMPLES



CLIENT: Village of Skokie, IL

PROJECT: Gateway Signage

YEAR COMPLETED: 2019



Note: This project was completed and approved in February 2020. However, due to the circumstances of the COVID-19 pandemic, the signage was not fabricated by the Village.

PROJECT EXAMPLES

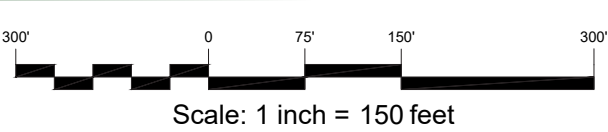
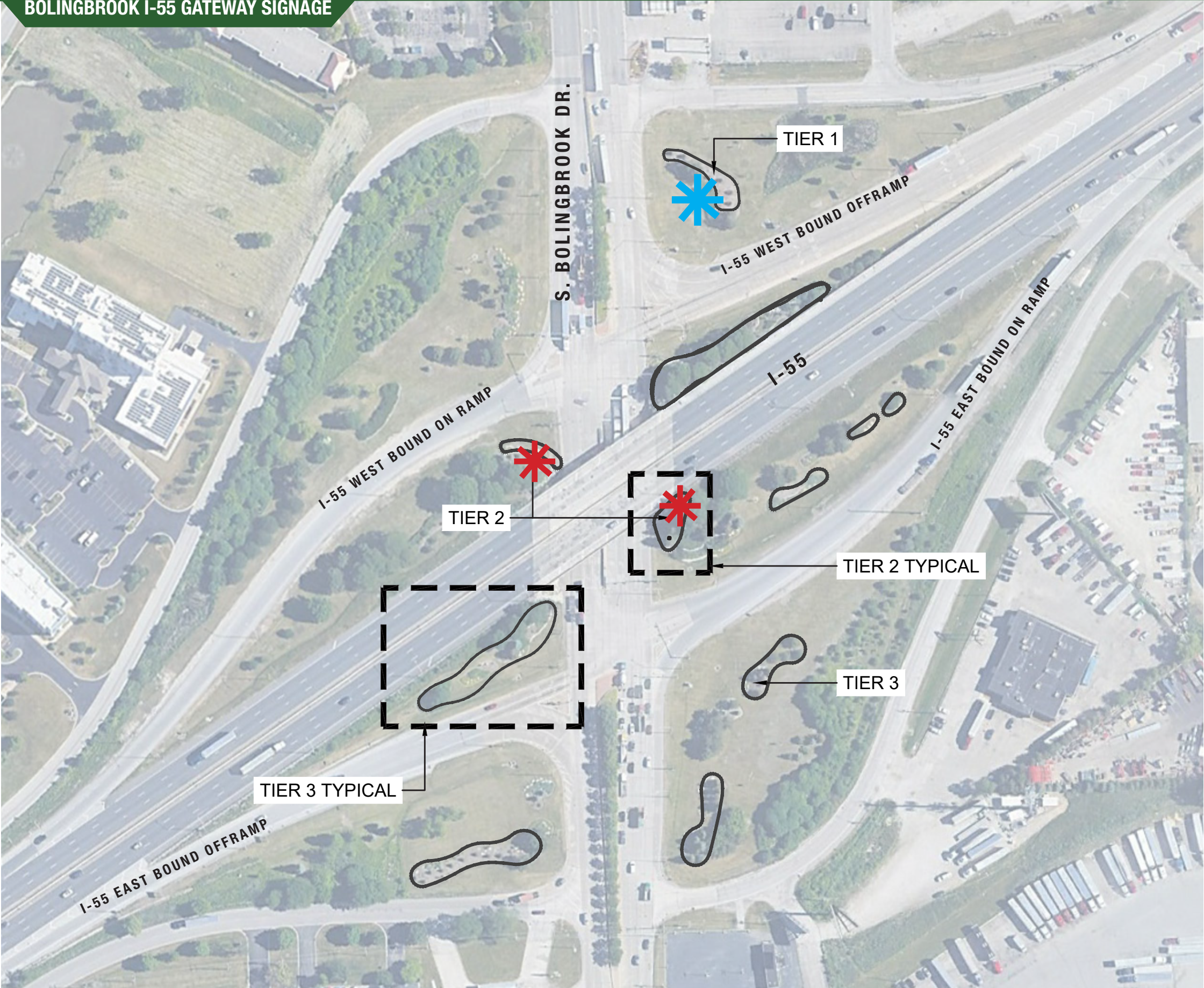


CLIENT: GC Indiana Holdings LLC

PROJECT: Gateway Signage

YEAR COMPLETED: 2020





LEGEND

- Infill landscape planting bed
- ✱ Primary identifier or sculpture of Village of Bolingbrook
- ✱ Secondary identifier or sculpture of Village of Bolingbrook

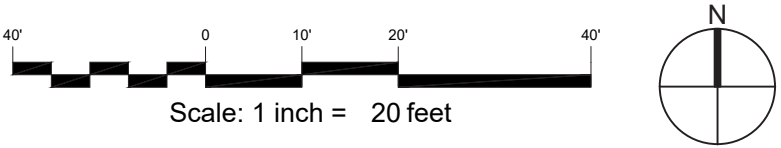
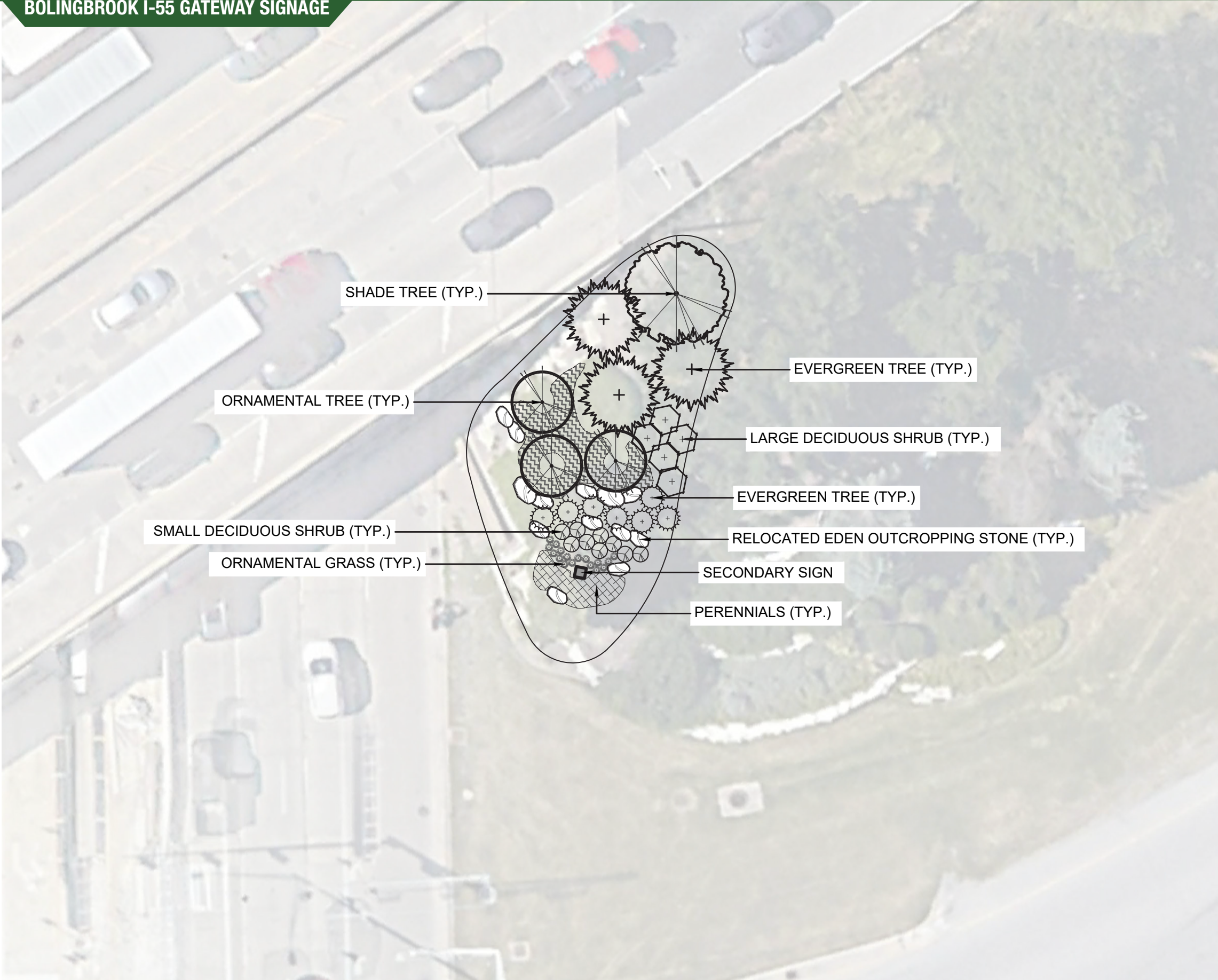




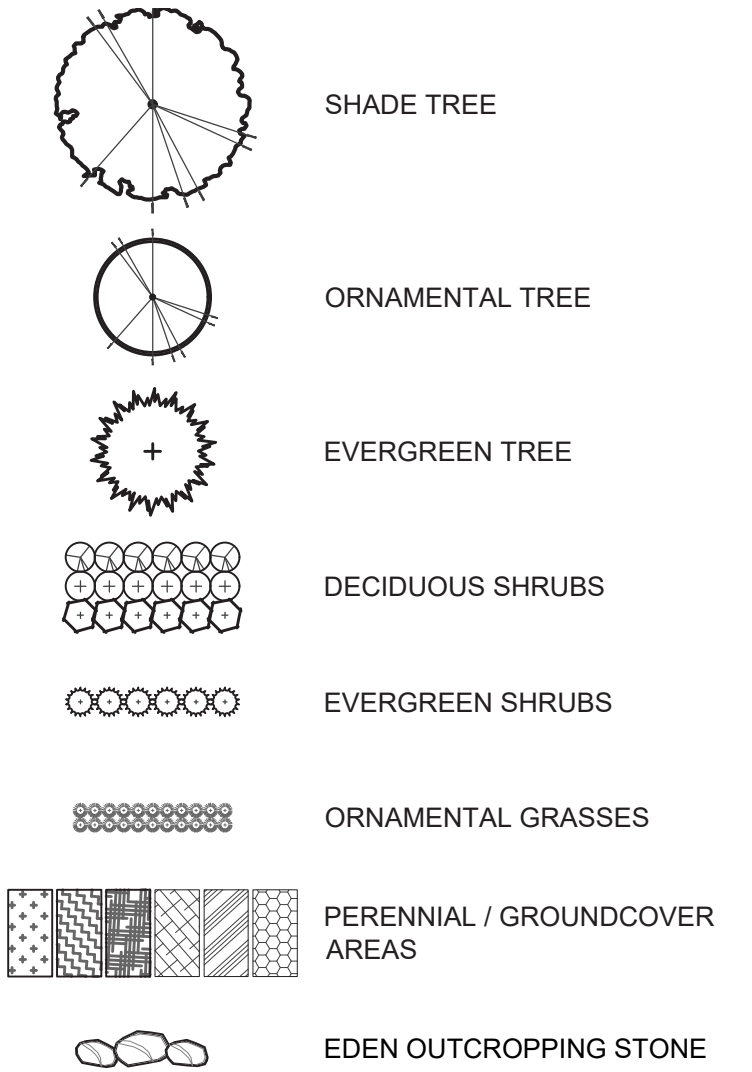


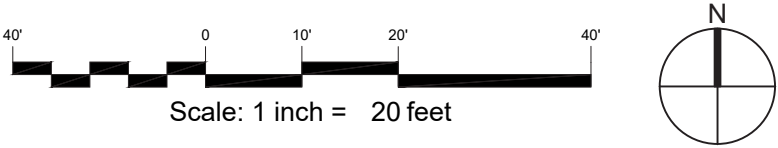
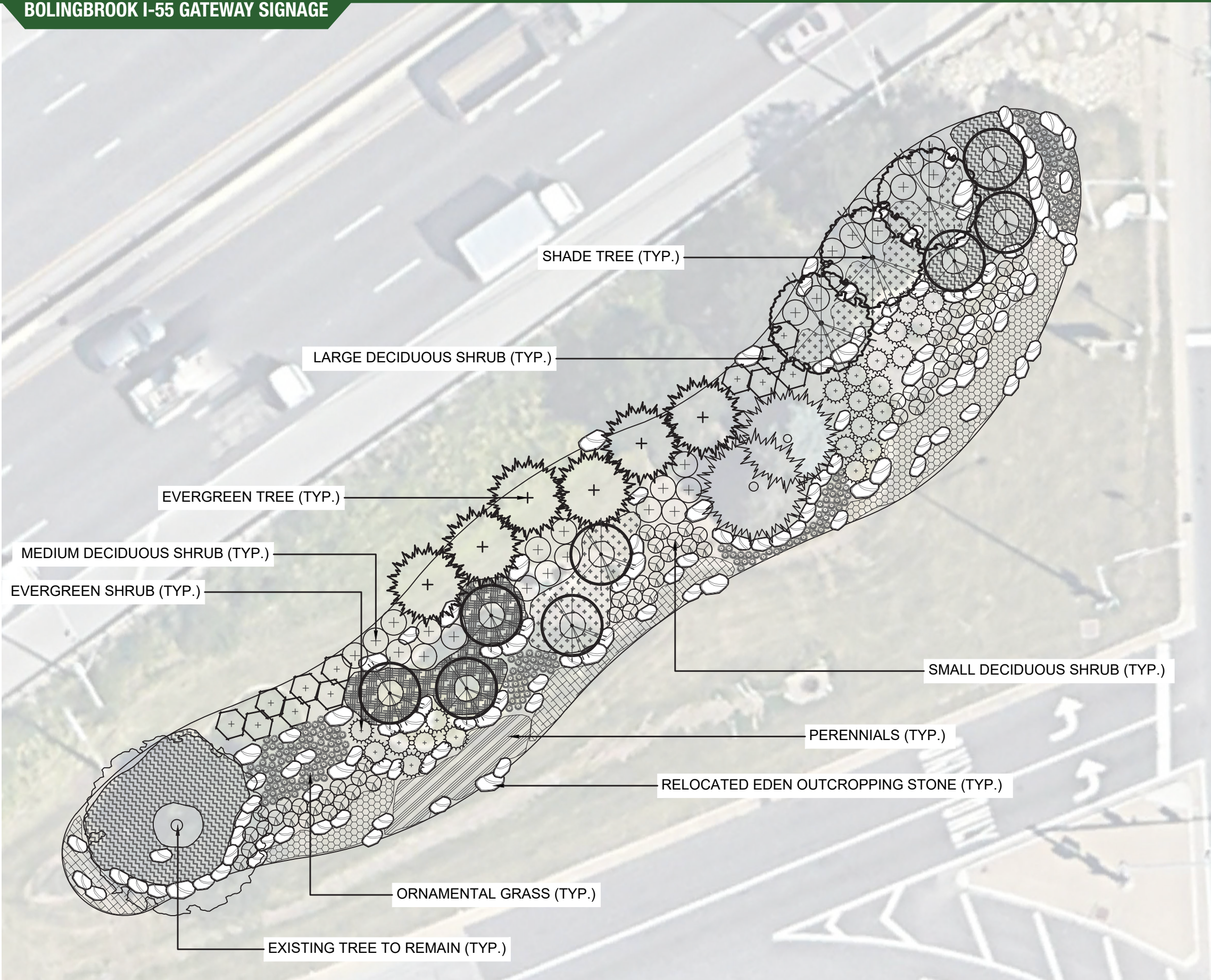




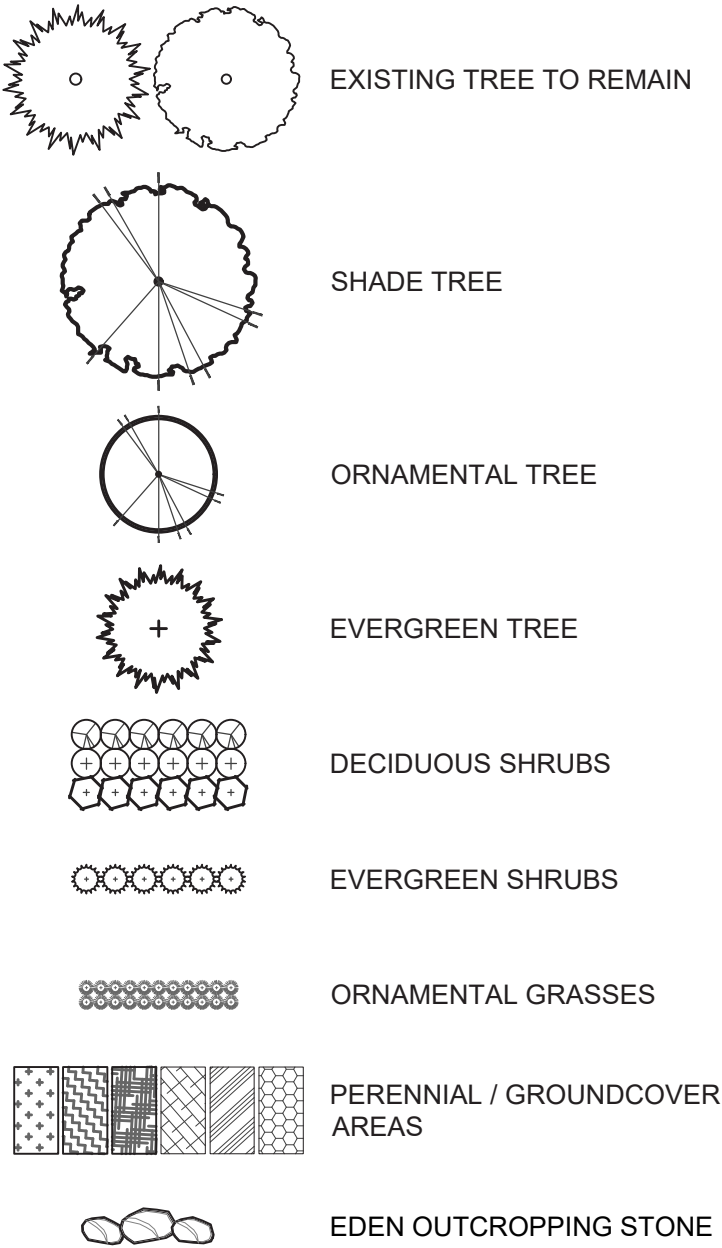


LEGEND:





LEGEND:



Plant Palette			
Botanical name	Common name	Size	Notes
SHADE TREES			
Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	2.5" B&B	Central leader
Gymnocladus dioicus	Kentucky Coffeetree	2.5" B&B	Central leader
Quercus bicolor	Swamp White Oak	2.5" B&B	Central leader
Quercus coccinea	Scarlet Oak	2.5" B&B	Central leader
Quercus macrocarpa	Bur Oak	2.5" B&B	Central leader
Quercus rubra	Northern Red Oak	2.5" B&B	Central leader
Taxodium distichum	Bald Cypress	2.5" B&B	Central leader
Ulmus americana 'Princeton'	Princeton American Elm	2.5" B&B	Central leader
ORNAMENTAL TREES			
Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry	8' B&B	Multi-stem
Cercis canadensis	Eastern Redbud	8' B&B	Multi-stem
Crataegus crus-galli var. inermis 'Cruzam'	Crusader Thornless Cockspur Hawthorn	8' B&B	Multi-stem
Malus 'Prairie Fire	Prairie Fire Crabapple	1.5" B&B	Central leader
Nyssa sylvatica	Black Gum	1.5" B&B	Central leader
Syringa pekinensis 'China Snow'	China Snow Pekin Lilac	1.5" B&B	Central leader
EVERGREEN TREES			
Juniperus virginiana	Eastern Red-Cedar	8' B&B	Central leader
Picea pungens	Blue Spruce	8' B&B	Central leader
DECIDUOUS SHRUBS			
Aesculus parviflora	Bottlebrush Buckeye	36" Cont.	8' o.c.
Aronia arbutifolia 'Brilliantissima'	Red Chokeberry	24" Cont.	5' o.c.
Aronia melanocarpa 'Iroquois Beauty'	Iroquois Beauty Chokeberry	24" Cont.	3' o.c.
Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	24" Cont.	4' o.c.
Cotoneaster 'Hessei'	Hesse Cotoneaster	#5 Cont.	5' o.c.
Forsythia x intermedia	Forsythia	#3 Cont.	3' o.c.
Hamamelis virginiana	Common Witchhazel	36" B&B	6' o.c.
Hydrangea arborescens	Smooth Hydrangea	#5 Cont.	3' o.c.
Rosa x 'Radtko'	Double Knockout Rose	#5 Cont.	3' o.c.
Viburnum dentatum	Arrowwood Viburnum	36" B&B	6' o.c.
EVERGREEN SHRUBS			
Ilex glabra	Inkberry	24" B&B	4' o.c.
Ilex verticillata (female & male)	Winterberry	24" B&B	4' o.c.
Juniperus chinensis 'Pfitzeriana Kallays Compacta'	Kallay's Compact Pfitzer Chinese Juniper	24" B&B	5' o.c.
PERENNIALS			
Amsonia hubrichtii	Narrow Leaf Blue Star	#1 Cont.	15" o.c.
Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	#1 Cont.	18" o.c.
Hosta 'Krossa Regal'	Krossa Regal Hosta	#1 Cont.	6' o.c.
Hosta 'Patriot'	Patriot Hosta	#1 Cont.	36" o.c.
Liriope spicata	Creeping Lilyturf	4" pots	12" o.c.
Nepeta racemosa 'Walker's Low'	Walker's Low Catmint	#1 Cont.	18" o.c.
Perovskia atriplicifolia	Russian Sage	#1 Cont.	24" o.c.
Phlox divaricata 'Blue Moon'	Blue Moon Woodland Phlox	#1 Cont.	12" o.c.
Rudbeckia fulgida 'Goldsturm'	Goldstrum Black Eyed Susan	#1 Cont.	18" o.c.
Symphotrichum spp.	Aster	#1 Cont.	18" o.c.
ORNAMENTAL GRASSES			
Panicum virgatum 'Northwind'	Northwind Switch Grass	#1 Cont.	18" o.c.
Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	#1 Cont.	18" o.c.
Sporobolus heterolepis	Prairie Dropseed	#1 Cont.	18" o.c.



Autumn Blaze Freeman Maple



Kentucky Coffeetree



Swamp White Oak



Blue Spruce



Bur Oak



Red Oak



Bald Cypress



Princeton American Elm



Autumn Brilliance Serviceberry



Redbud



Red Chokeberry



Prairie Fire Crabapple



Iroquois Beauty Chokeberry



China Snow Peking Lilac



Hummingbird Summersweet



Winterberry



Forsythia



Common Witchhazel



Double Knockout Rose



Arrowwood Viburnum



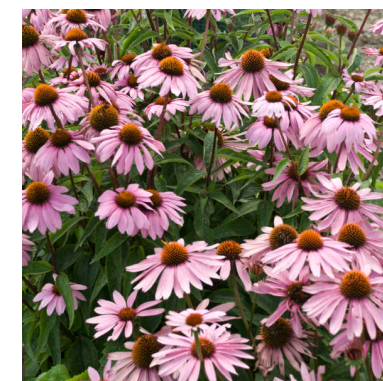
Inkberry



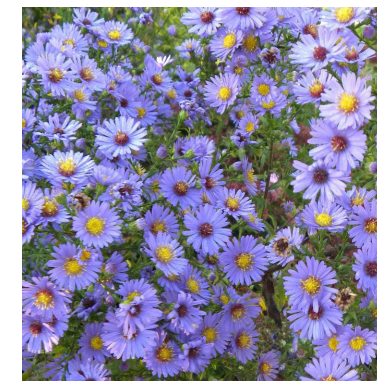
Kallay's Compact Pfitzer Chinese Juniper



Black Eyed Susan



Purple Coneflower



Aster



Creeping Lilyturf



Walker's Low Catmint



Northwind Switchgrass



Hameln Dwarf Fountain Grass



Prairie Dropseed

Village of Bolingbrook - Various Signs
Estimate Of Probable Construction Cost



15-Feb-24

TIER 1 SIGN - GRAND ENTRANCE SIGN (OPTION 1)				
Item	UNIT	QTY	UNIT COST	LINE COST
Site Demolition and Preparation	LS	1	\$10,000.00	\$10,000.00
Sign	LS	1	\$250,000.00	\$250,000.00
Electrical Service	LS	1	\$20,000.00	\$20,000.00
Shade Tree, 2.5" caliper	EA	5	\$950.00	\$4,750.00
Evergreen Trees, 8' height	EA	5	\$950.00	\$4,750.00
Ornamental Trees, 8' height	EA	5	\$450.00	\$2,250.00
Deciduous Shrubs	EA	50	\$95.00	\$4,750.00
Evergreen Shrubs	EA	30	\$95.00	\$2,850.00
Perennial Groundcovers	SF	1500	\$9.00	\$13,500.00
Ornamental Grasses	SF	500	\$12.00	\$6,000.00
Mulch	CY	30	\$90.00	\$2,700.00
Planting Soil	CY	200	\$65.00	\$13,000.00
Place Village's Outcropping Stones	LS	1	\$5,000.00	\$5,000.00
Tier 1 Sign - Grand Entrance (Option 1)				\$339,550

TIER 1 SIGN - GRAND ENTRANCE SIGN WITH WATER FOUNTAIN (OPTION 2A)				
Item	UNIT	QTY	UNIT COST	LINE COST
Site Demolition and Preparation	LS	1	\$10,000.00	\$10,000.00
Sign	LS	1	\$200,000.00	\$200,000.00
Water Fountain and Associated Equipment (Option 2A)	LS	1	\$400,000.00	\$400,000.00
Electrical Service	LS	1	\$20,000.00	\$20,000.00
Water Service and Meter (Option 2A)	LS	1	\$25,000.00	\$25,000.00
Shade Tree, 2.5" caliper	EA	5	\$950.00	\$4,750.00
Evergreen Trees, 8' height	EA	5	\$950.00	\$4,750.00
Ornamental Trees, 8' height	EA	5	\$450.00	\$2,250.00
Deciduous Shrubs	EA	50	\$95.00	\$4,750.00
Evergreen Shrubs	EA	30	\$95.00	\$2,850.00
Perennial Groundcovers	SF	1500	\$9.00	\$13,500.00
Ornamental Grasses	SF	500	\$12.00	\$6,000.00
Mulch	CY	30	\$90.00	\$2,700.00
Planting Soil	CY	200	\$65.00	\$13,000.00
Place Village's Outcropping Stones	LS	1	\$5,000.00	\$5,000.00
Tier 1 Sign - Grand Entrance (Option 2)				\$714,550

TIER 2 - SIGN AND LANDSCAPE (OPTION 1)				
Item	UNIT	QTY	UNIT COST	LINE COST
Site Demolition and Preparation	LS	1	\$5,000.00	\$5,000.00
Monument Sign	LS	1	\$75,000.00	\$75,000.00
Electrical Service	LS	1	\$20,000.00	\$20,000.00
Shade Tree, 2.5" caliper	EA	1	\$950.00	\$950.00
Evergreen Trees, 8' height	EA	3	\$950.00	\$2,850.00
Ornamental Trees, 8' height	EA	3	\$450.00	\$1,350.00
Deciduous Shrubs	EA	15	\$95.00	\$1,425.00
Evergreen Shrubs	EA	10	\$95.00	\$950.00
Perennial Groundcovers	SF	500	\$9.00	\$4,500.00
Ornamental Grasses	SF	100	\$12.00	\$1,200.00
Mulch	CY	25	\$90.00	\$2,250.00
Planting Soil	CY	110	\$65.00	\$7,150.00
Place Village's Outcropping Stones	LS	1	\$5,000.00	\$5,000.00
Tier 2 Sign - Sign and Landscape (Each Location)				\$127,625

TIER 2 - SIGN AND LANDSCAPE (OPTION 2)				
Item	UNIT	QTY	UNIT COST	LINE COST
Site Demolition and Preparation	LS	1	\$5,000.00	\$5,000.00
Monument Sign (Using Village's Stone)	LS	1	\$50,000.00	\$50,000.00
Electrical Service	LS	1	\$20,000.00	\$20,000.00
Shade Tree, 2.5" caliper	EA	1	\$950.00	\$950.00
Evergreen Trees, 8' height	EA	3	\$950.00	\$2,850.00
Ornamental Trees, 8' height	EA	3	\$450.00	\$1,350.00
Deciduous Shrubs	EA	15	\$95.00	\$1,425.00
Evergreen Shrubs	EA	10	\$95.00	\$950.00
Perennial Groundcovers	SF	500	\$9.00	\$4,500.00
Ornamental Grasses	SF	100	\$12.00	\$1,200.00
Mulch	CY	25	\$90.00	\$2,250.00
Planting Soil	CY	110	\$65.00	\$7,150.00
Place Village's Outcropping Stones	LS	1	\$5,000.00	\$5,000.00
Tier 2 Sign - Sign and Landscape (Each Location)				\$102,625

TIER 3 - LANDSCAPE IMPROVEMENTS				
Item	UNIT	QTY	UNIT COST	LINE COST
Site Demolition and Preparation	LS	1	\$10,000.00	\$10,000.00
Shade Tree, 2.5" caliper	EA	5	\$950.00	\$4,750.00
Evergreen Trees, 8' height	EA	10	\$950.00	\$9,500.00
Ornamental Trees, 8' height	EA	10	\$450.00	\$4,500.00
Deciduous Shrubs	EA	110	\$95.00	\$10,450.00
Evergreen Shrubs	EA	30	\$95.00	\$2,850.00
Perennial Groundcovers	SF	3200	\$9.00	\$28,800.00
Ornamental Grasses	SF	500	\$12.00	\$6,000.00
Mulch	CY	85	\$90.00	\$7,650.00
Planting Soil	CY	450	\$65.00	\$29,250.00
Place Village's Outcropping Stones	LS	1	\$8,000.00	\$8,000.00
Tier 3 - Landscape Improvements (Each Location)				\$121,750

Option 1 Signs	UNIT	QTY	EACH COST	TOTAL
Tier 1 Sign - Grand Entrance	EA	1	\$339,550	\$339,550
Tier 2 Sign - Sign and Landscape (Each Location)	EA	2	\$127,625	\$255,250
Tier 3 - Landscape Improvements (Each Location)	EA	5	\$121,750	\$608,750
SUBTOTAL				\$1,203,550
10% Contingency				\$120,355
GRAND TOTAL OPTION 1				\$1,323,905

Option 2 Signs	UNIT	QTY	EACH COST	TOTAL
Tier 1 Sign - Grand Entrance	EA	1	\$714,550	\$714,550
Tier 2 Sign - Sign and Landscape (Each Location)	EA	2	\$102,625	\$205,250
Tier 3 - Landscape Improvements (Each Location)	EA	5	\$121,750	\$608,750
SUBTOTAL				\$1,528,550
10% Contingency				\$152,855
GRAND TOTAL OPTION 2A (WITH WATER)				\$1,681,405

Option 2A Signs	UNIT	QTY	EACH COST	TOTAL
Tier 1 Sign - Grand Entrance	EA	1	\$289,550	\$289,550
Tier 2 Sign - Sign and Landscape (Each Location)	EA	2	\$102,625	\$205,250
Tier 3 - Landscape Improvements (Each Location)	EA	5	\$121,750	\$608,750
SUBTOTAL				\$1,103,550
10% Contingency				\$110,355
GRAND TOTAL OPTION 2B (WITHOUT WATER)				\$1,213,905



Farr Associates Architecture & Urban Design

The Monadnock Building
53 W Jackson Blvd, Suite #650
Chicago, IL 60604 | farrside.com

Mercedes E Miley AIA, NCARB, CPHC, LEED Green Associate
Principal
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UPTOWN NORMAL, IL
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VILLAGE OF
MOUNT PROSPECT
Illinois



Request for Proposal for
**Village Gateway Signage
Design Services**

Date of Issuance: June 17, 2024

Contact

Jason Shallcross, AICP, CEcD, Community Development Director
Village of Mount Prospect
50 South Emerson St, Mt Prospect, IL 60056
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Table of Contents

Summary	3
Overview	4
Scope of Work	5
Design Requests	6
Budget	6
Requirements	6
Notifications	7
Selection Criteria	8

Summary

The Village of Mount Prospect (“Village”), Illinois is seeking a response to this Request for Proposals (RFP) from environmental graphic design consultants for the design and development of three (3) monument signs located at strategic locations within the Village. Such RFP includes detailed design drawings with specific details of each type of sign which will culminate in the final design and construction cost estimate for the following:

- One (1) Village gateway entry sign located in South Mount Prospect along the east side of Busse Road, just north of the Jane Adams Memorial Tollway Road (I-90).
- Two (2) monument signs for the Kensington Business Center located at the intersections of Rand Road/Business Center Drive and Feehanville Drive/Wolf Road.

The Connect South Mount Prospect: 2020 Sub-Area Plan identifies a general location as an opportunity site for gateway signage to strengthen South Mount Prospect’s identity and brand image within the overall Village. Two (2) existing monument signs for the Kensington Business Center have been identified as signs that require updating and/or replacement.

Based on a review of proposal materials, the Village will select a short list of design firms to interview. After the interviews, the Village will select a preferred consultant to conduct a design process culminating in a final design and construction cost estimate for the identified signs.

Figure 1: RFP TIMELINE

Issue RFP	June 17, 2024
Deadline for Questions	June 28, 2024
Response to Questions	July 3, 2024
Deadline for Submittal for RFP’s	July 19, 2024
Short List Interviews	July 29 & 30, 2024
(Anticipated) Village Awards Contract	August 6, 2024

Overview

Village of Mount Prospect

Mount Prospect is a northwest suburb of Chicago in Cook County, Illinois and home to approximately 56,000 residents. Incorporated in 1917, the Village was largely shaped by its transit connection to the City of Chicago. Specifically, the Chicago Northwest rail line was vital in the development of the Village in the mid to late 1800's.

In the early 1960's, the business community in Mount Prospect took a giant leap forward with the construction of Randhurst, the first indoor air-conditioned mall in the upper Midwest. It is now known as Randhurst Village - a vibrant, open-air mixed-use center with national and regional retailers, a state-of-the-art cinema, office space, a 140-room hotel and a variety of restaurants. Another major event in the history of the Village was the development of Kensington Business Center, which has served as the home to several major national and international firms including NTN Bearing, Searle, Braun Manufacturing Cummins-Allison Corp, CVS Caremark and more.

The big news in the 1990's and 2000's was the downtown redevelopment. Several new buildings continue to be built changing the look and make-up of the downtown area. There were several new condominium buildings built as well as space for new shops and restaurants. In the last decade, the village has added more than 1,000 new apartments in the downtown. The Village is also working on making the downtown area look more appealing, with attention being focused on flowers, plants, and trees.

South Mount Prospect

South Mount Prospect features many industrial and commercial developments, mostly built between 1960 and 1980, which are important to the overall Village tax base. South Mount Prospect is generally bound by Golf Road to the north, Interstate 90 to the south, and Elmhurst Road to the east. South Mount Prospect has suffered from a lack of identity and disconnection from the rest of the Village over the years. The Community Development Department continually works toward improvement through pro-active planning efforts and initiatives and would like to better connect South Mount Prospect to the overall Village. One of the implementation strategies in the South Mount Prospect Sub-Area Plan is to determine appropriate locations for gateway signage to meet the objective of providing an identity for the area.

As air travel became popular, multifamily housing developments were built on the southern portion of the Village to house employees from O'Hare International Airport due to its proximity. Most of these developments were built under county regulations and were annexed into the Village in the 1970's and 1980's.

Kensington Business Center

Kensington Business Center (KBC) is a major commercial and employment hub, an office and industrial park bound by Kensington Road to the north, Wheeling Road to the west, Wolf Road to the east, and a single-family subdivision to the south. The KBC is home to national and international firms including household names NTN Bearing, Braun Manufacturing, Cummins-Allison Corp, CVS Caremark, and more. Originally built in the 1980s by Opus, the business park is more than 300 acres in size and has a vacancy rate of less than 3%.

Scope of Work

Site Conditions

Site 1: The gateway sign for South Mount Prospect will be located on the east side of Busse Road, just north of Interstate 90. Two sites have been identified as potential locations for the Village gateway sign. Arrow Road Construction, located at 3229 and 3401 South Busse Road, has agreed to provide land for a gateway sign along the property's frontage, north of the existing driveway and atop an existing berm. West Shore Pipeline Company, located at 3209 and 3233 South Busse Road (immediately north of Arrow Road Construction Company), has also offered a free lease along the frontage of 3233 South Busse Road (currently an open field) north of the existing pipelines that turn east through the property. Both sites would serve as suitable backdrops to accommodate a gateway sign for South Mount Prospect and will require further site utilization studies to select the final site.

Site 2: An existing monument sign for the Kensington Business Center is located just north of the intersection of Business Center Drive and Rand Road. The existing sign was constructed in the mid-1980s and is in a state of disrepair. Individual lettering has fallen off the sign, lighting fixtures appear to be non-functioning, and there is evidence of efflorescence on the brick veneers.



A second KCB sign is located at the intersection of Feehanville Drive and Wolf Road. The existing sign at this location is similar in style as the one located at the west entrance, and is depicted below.



Design Requests

The Village of Mount Prospect seeks the services of a qualified firm to provide professional services for the design of Village signage. These signs include a site selection study for the gateway entry sign into South Mount Prospect and the replacement of two existing monument signs located at the west and east entrances to the Kensington Business Center.

Budget

The funds for design services will come from an overall \$800,000 design and construction budget.

Requirements

Proposals should include and/or be accompanied by the items outlined below. The Village reserves the right to seek clarification of any information that is submitted by any respondent in any portion of its proposal or to request additional information during the evaluation process. Any material misrepresentation made by a respondent will void the proposal and eliminate the respondent from further consideration.

Items Required for Submission:

1. **Letter of Introduction** – Cover letter not exceeding one (1) page in length which shall include:
 - Names of the individuals who will be assigned to work on this service and their area of responsibility.
 - Date the company was established.
 - Itemized Pricing for all items needed to complete the project.
2. **Signage Design Process** – The respondent shall include a proposed outline of tasks, products, and a full project schedule for the project. The estimated hours required to complete each task or product shall be given as part of the schedule.
3. **Budget** – Detailed budget for design services of the three signs must be included. The budget should provide details for each component of the project, including producing

final construction drawings for the signs. Provide data sources and copies of sources used to arrive at cost estimates.

4. **Firm** – Identification, qualifications, and experience of the design team, if any, including the names and titles of principals. Also, provide a history of the firm and description of other relevant projects underway or completed including scope of project, cost, and references. Resumes of key personnel assigned to the project, including relevant experience, should be included. Similar information should be provided for any partnering firms, as applicable.
5. **Schedule** – Time frame estimated to complete the design of the signs, along with supplemental tasks deemed necessary for the completion of the project. Provide updated design schedule as required.

Submittal may be supplemented with any existing brochures of the firm or partnership that address the submission requirements.

Any questions regarding any substantive matters arising during preparation of this proposal should be addressed to:

Jason C. Shallcross, AICP, CECd
Community Development Director
50 S. Emerson St., Mount Prospect, IL 60056
T: 847.818.5307
jshallcross@mountprospect.org

Proposals must be received by **July 19, 2024**. Responses received after such time will be deemed “not submitted” and will not be included in the evaluation process, unless otherwise agreed to by all parties.

Notifications

1. All proposals must comply with requirements of the Americans with Disabilities Act (ADA).
2. The Village of Mount Prospect notifies all possible respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, sexual orientation, age, ethnicity, or on any other basis prohibited by law.
3. The Village of Mount Prospect reserves the right to modify the proposal and final selection of work product requirements as needed.

4. The Request for Proposal does not commit the Village of Mount Prospect to pay any cost incurred in the submission of a proposal or the cost incurred in making necessary studies and designs for preparation thereof, or contract for services or supplies.

Selection Criteria

The Village of Mount Prospect is committed to a thorough and objective review of all qualifying proposals. Considerations will be given to the following criteria, which are not necessarily exhaustive:

1. Completeness of submittal.
2. The quality of the design process plan in terms of alignment with the goals set out in this RFP.
3. Understanding of the project goals set out in this RFP.
4. Financial strength of the project and design strategies.
5. Past success record of respondent.

The Village of Mount Prospect and its consultant(s) may also review any other information that is available to them, including, but not limited to, information gained by checking references and by investigating the respondent's financial condition.

MAYOR
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Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, Illinois 60056

SIGNAGE DESIGN RFP QUESTIONS AND RESPONSE

1. Does the Village have the dimensions/specs for the three current monument signs?
 - a. **We do not have specs for the current monument signs.**
2. Does the Village have art files you can share for the design?
 - a. **We do not have a design direction to provide and are looking for creative design services.**
3. Will the new sign read "South Mount Prospect"?
 - a. **It should provide general welcome messaging to the Village as a whole.**
4. How many signs in total will be constructed?
 - a. **The scope of the RFP is for design services only; eventually one (1) community entryway sign will be constructed and three (3) Kensington Business Center entry signs will be constructed.**
5. Is there a new brand, or is the current city brand on the RFP and website?
 - a. **Templates, logos, and color requirements will be made available to the selected design firm, however we are open to and look forward to creativity.**
6. Are there brand guidelines to the selected consultant?
 - a. **Templates, logos, and color requirements will be made available to the selected design firm, however we are open to and look forward to creativity.**
7. Is there a requirement for community input ahead of design, such as an online survey?
 - a. **An online survey will not be required, however a single workshop may be required, along with a presentation to the Village Board. We are open to discussing this further and will take into account the expertise of the selected firm.**
8. Is there a requirement for community input during the design process, such as a public presentation?
 - a. **A single workshop may be required, along with a presentation to the Village Board. We are open to discussing this further and will take into account the expertise of the selected firm.**
9. Do the final design specifications need to be reviewed and stamped by a licensed engineer?
 - a. **Yes, this is a likely requirement. A full set of construction documents is expected as the end 'deliverable' of this project, that we will be able to turn around and issue for bid.**

10. Is landscaping, or at least “extensive” landscaping, required as part of the design?
- a. **Yes, substantial landscaping will be required. Code requires twice as many square feet of landscaping as there is sign face to be provided.**
11. Under whose jurisdiction is Busse Road under? Mount Prospect, or IDOT?
- a. **The road section where the sign is desired is under state jurisdiction (IDOT), however it is to be located in an easement to be obtained on private property immediately adjacent to the right-of-way.**
12. Is the gateway sign expected to be all on one side of Busse Road or to straddle both sides?
- a. **There is no expectation/requirement for this.**
13. Are the signs to be lighted?
- a. **Ideally, but only if financially feasible.**
14. If lighted, what nearby electrical service will they tap into?
- a. **To be determined; locations have adjacent electric poles.**
15. Will Mount Prospect provide underground utility information?
- a. **A utility atlas of the signage areas is available upon request.**
16. Is a survey needed to secure permits for the signs?
- a. **A survey will likely be required.**
17. What internal process do you anticipate for the review and approval of the sign designs and budget?
- a. **The majority of the design process is anticipated to be internal, perhaps with a presentation of a couple different alternatives at a Committee of the Whole Meeting, and presentation to the Village Board of the final, selected designs. As stated in the RFP, the total sign (design + construction) budget is \$800,000.**
18. Will prevailing wage rules apply to the fabrication and construction?
- a. **Sign fabrication and construction is outside of the scope of this RFP. We are only seeking design services at this time.**
19. How is the Village accepting submittals? Email or physical copies?
- a. **Complete digital or physical copies may be submitted. If submitting physical copies, a USB with digital copies of ALL of the application materials is required in order for your proposal to be considered complete. Proposals must be received by July 19, 2024.**



Item Cover Page

Subject

As submitted

Meeting

August 20, 2024 - REGULAR MEETING OF THE MOUNT
PROSPECT VILLAGE BOARD

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category

VILLAGE MANAGER'S REPORT

Type

Presentation

Information

Discussion

Alternatives

Staff Recommendation

Attachments

None