



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

December 3, 2024

Village Hall - 3rd Floor Board Room

7:00 PM

1. CALL TO ORDER

2. ROLL CALL

- 2.1. Pledge of Allegiance - Trustee Gens

3. APPROVAL OF MINUTES

- 3.1. Minutes of the regular meeting of the Village Board - November 19, 2024

4. MAYORS REPORT

- 4.1. PROCLAMATION: Teddy Bear Walk Month - December 2024
- 4.2. A RESOLUTION FOR THE HOLIDAY SEASON 2024
- 4.3. APPOINTMENT/REAPPOINTMENT TO BOARDS AND COMMISSIONS
BOFPC - Maria McCarthy and Economic Commission Chair - James Drew

5. COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

6. CONSENT AGENDA

- 6.1. List of Bills - November 13, 2024 to November 26, 2024 - \$10,080,840.20
- 6.2. Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE AMENDING CHAPTER 18, "TRAFFIC" IN THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance will revise one-way street designation to match school hours on Frost Drive and Circle Drive.
- 6.3. Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE AMENDING CHAPTER 18, "TRAFFIC" IN THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance will revise parking prohibitions on Sha Bonee Trail near the intersection with Illinois Route 83 (Elmhurst Road).
- 6.4. Motion to accept the proposal from Tradebe Environmental Services, LLC of Merrillville, IN, for 2024 Household Hazardous Waste Collection Events for an amount not to exceed \$112,540.

7. OLD BUSINESS

8. NEW BUSINESS

- 8.1. Motion to waive the rule requiring two readings of an ordinance and ADOPT AN ORDINANCE AMENDING ORDINANCE NO. 6699 (AN ORDINANCE AMENDING ORDINANCE NO. 6656) for the adaptive reuse of a vacant office

building. An ordinance extending the variation's effective date for an additional six-month period.

- 8.2. 1st reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND 500 CENTRAL ROAD LLC FOR RESIDENTIAL DWELLING UNITS

9. VILLAGE MANAGER'S REPORT

- 9.1. Motion to accept the proposed five-year agreement with Axon Enterprise for the purchase of 90 Axon body-worn cameras, 26 in-car cameras, and a digital evidence management system to include hardware, accessories, installation and software for a 5-year period with an annual cost of \$343,752.56 and a total cost not to exceed \$1,718,762.80.
- 9.2. 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
Tuesday, November 19, 2024 / 7:00 PM**

CALL TO ORDER

Mayor Hoefert called the Regular Meeting of the Village Board to order at 7:18 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 Pro-tem Vincent Dante, Trustee Terri Gens, Trustee Bill Grossi, Trustee John Matuszak, Trustee Colleen Saccotelli, Trustee Agostino Filippone
Absent: Mayor Paul Hoefert

2.1. Pledge of Allegiance - Trustee Agostino Filippone

APPROVAL OF MINUTES

3.1. Minutes of the regular meeting of the Village Board - November 6, 2024

Motion by Bill Grossi, second by Colleen Saccotelli to approve the minutes of November 6, 2024:

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

Nay: None

Final Resolution: Motion Passed

MAYORS REPORT

Item not on the agenda: On behalf of the Mount Prospect Lions Club, Nick Acerenza presented a \$12,500 check to benefit the Mount Prospect Food Pantry. Mr. Acerenza stated that the success of the Farmer's Market made this donation possible. Several members of the Lions Club were present. Mr. Acerenza thanked the volunteers, vendors, and customers who helped make the Farmers Market a successful community event year after year. Director of Human Services Julie Kane accepted on behalf of the Village and thanked the Lions Club for their continued generosity.

4.1. PROCLAMATION: Small Business Saturday–November 30, 2024

Mayor Pro-tem Dante read the proclamation into the record. Members of Mount Prospect's Chamber of Commerce and Downtown Merchants Association accepted the proclamation on

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behalf of small businesses in the Village.

4.2. ACCOLADES - Fire Department

Mount Prospect Fire Chief John Dolan and Deputy Chief Tom Wang honored two members of the Fire Department who recently received important recognitions. Emergency Management Assistant Mitch Winkelmann was recognized for completing the Illinois Professional Development Series Certificate. Lieutenant Kevin Swat was recognized for the MABAS (Mutual Aid Box Alarm System) Swift Water Rescue Team deployment from September 25 to October 10 in response to Hurricane Helene. Lieutenant Swat received a Humanitarian Award from MABAS as a member of the Swift Water Rescue Team deployment team.

4.3. ACCOLADES: 2024 Fire Prevention Poster Contest Winners

Mount Prospect Fire Department Public Education Officer Monika Korzun along with Chief John Dolan, presented the 2024 Fire Prevention Poster Contest winners. Ms. Korzun stated that this year's theme was "Smoke Alarms—Make Them Work for You." The contest was open to all Mount Prospect kindergarten through 5th-grade students. Third, second, and first-place winners were selected from each grade. Recipients were present to receive special recognition from the Fire Department and the Village Board.

4.4. APPOINTMENT/REAPPOINTMENT TO BOARDS AND COMMISSIONS

Mayor Pro-tem Dante presented the following reappointments and appointments for ratification:

Audit Committee reappointment:

Vincent Grochocinski (Chair) - term to expire November 2028

Planning and Zoning Commission appointment:

Michael Fricano - term to expire August 2025

Transportation Safety Commission appointment:

B-L Pellicore - term to expire November 2028

Charles Lowry - term to expire November 2028

Motion by Colleen Saccotelli, second by Teri Gens to ratify the reappointment and appointments:

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

Nay: None

Final Resolution: Motion Passed

COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

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601 N. Wilshire Dr.

- Announced that the Hunger Resource Network recently celebrated its 15th anniversary of assisting local food pantries.

CONSENT AGENDA

6.1. List of Bills for October 30, 2024, to November 12, 2024 - \$3,272,702.35

Motion by John Matuszak, second by Vincent Dante to approve the consent agenda as presented:.

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

Nay: None

Final Resolution: Motion Passed

OLD BUSINESS - None

NEW BUSINESS - None

VILLAGE MANAGER'S REPORT

9.1. Motion to reject the two (2) lowest-cost bids for Custodial Cleaning Services as non-responsive to the bid documents and award a contract to Multi-Systems Management for a cost not to exceed \$226,069.

Director of Public Works Sean Dorsey presented bid results and staff recommendation for the Custodial Cleaning Services contract. Mr. Dorsey stated the contract provides daily custodial services at all Village-owned public facilities, including Village Hall, the police and fire headquarters, the Emergency Operations Center, the Community Connections Center, and Public Works. The current contract is held by Multi-Systems of Chicago, Illinois and is due to expire at the end of 2024.

The proposed work in the contract includes daily cleaning of the buildings, services provided by a day porter at Village Hall and a roving day porter who maintains the train station, Busse Pocket Park and the parking decks. Mr. Dorsey noted that the specifications of the bid include services for the Mount Prospect Public Library, but is separate from the Village contract.

Mr. Dorsey stated staff received six (6) bids for this contract. The lowest cost bid for the three-year contract was in the amount of \$614,583; the highest cost bid was for \$763,200. The two lowest-cost bids were submitted by firms that lack adequate experience for the required scope of work. Both firms have only provided services for single facilities, whereas the Village contract encompasses multiple facilities and locations. Staff requested additional references from these two firms, and both firms were unable to do so. The lowest competent bidder, Multi-Systems Management, holds the current contract for the Village and their performance has met

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expectations. Mr. Dorsey stated staff recommends including a 10% contingency in the award. The annual amount for the three-year contract includes \$226,669 for year one, \$230,656, and \$235,303 for years two and three, respectively.

In response to a question from the Board, Mr. Dorsey stated the Village has not had any issues with Multi-Systems Management; they hold insurance, and both the firm and Village perform background checks on employees working at Village facilities.

Motion by Bill Grossi, second by Terri Gens to approve the subject contract for custodial services:

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

Nay: None

Final Resolution: Motion Passed

9.2. Motion to approve the expenditure of \$450,000 for the construction of a Village Hall workout area, to be funded by the Illinois Public Benefit Corporation Wellness Incentive.

Mr. Dorsey presented proposed plans to construct a workout area at Village Hall.

Mr. Dorsey stated that plans for showers and a workout room were included in the 2003 original construction plans for Village Hall. However, due to budgetary constraints, the workout room was never constructed and only rough plumbing was installed. Current plans include a workout area in the basement under the first-floor community room, that will include two bathrooms, shower facilities, and a small locker area. The workout room will occupy a portion of the basement area. The other portion of the basement is used to store food pantry items and other materials. Mr. Dorsey stated construction will be similar to the method utilized in the construction of Station 11, using in-house labor. The procurement of materials and services will be made by the Public Works department. Mr. Dorsey stated the estimated cost to construct this workout area, \$450,000, will be funded 100% by the Illinois Public Benefit Corporation (IPBC) employee incentive account. The funds in this account are from rebate payments earned from employee participation in wellness activities. Mr. Dorsey stated the cost of workout equipment is included in the project cost. The equipment will be purchased by the staff Wellness Committee. Mr. Dorsey stated if the project is approved, construction will begin in December and should be completed by mid-March, 2025.

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

- Materials and finishes will be mostly commercial-grade; cost includes labor and materials
- IBPC holds the funds until the Village submits for reimbursement; funds have already been earmarked for the Village

Trustee Saccotelli noted the showers will also be a good resource for the Village inspection team.

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Motion by Bill Grossi, second by Colleen Saccotelli to approve the expenditure of funds for constructing a Village Hall workout area:.

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

Nay: None

Final Resolution: Motion Passed

9.3. As submitted

No additional report.

ANY OTHER BUSINESS

Trustee Filippone announced the end of the park district soccer season and thanked all those who participated and volunteered in the soccer program.

Mayor Pro-tem Dante invited everyone to next Wednesday's tree-lighting ceremony at Busse Pocket Park, beginning at 5:00 p.m. The annual Christkindlmarket will be held in the Community Room at Village Hall from 4:00 p.m. to 7:00 p.m.

In response to Trustee Filippone's request, Mr. Dorsey provided an update on the construction of electrical services for the ComEd substation at Linneman Road and Dempster Street.

ADJOURNMENT

With no additional business to conduct, Mayor Hoefert asked for a motion to adjourn. Trustee Grossi, seconded by Trustee Saccotelli, motioned to adjourn the meeting. By unanimous voice vote, the November 19, 2024 Regular Meeting of the Village Board of Trustees adjourned at 8:24p.m.

Respectfully submitted,

Karen M. Agoranos
Village Clerk



Item Cover Page

Subject **PROCLAMATION: Teddy Bear Walk Month - December 2024**

Meeting December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category	MAYORS REPORT
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Type	Presentation
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Information

Discussion

Alternatives

Staff Recommendation

Attachments

1. Teddy Bear Walk 2024 MPPL FINAL

PROCLAMATION
TEDDY BEAR WALK CELEBRATES 44th ANNIVERSARY

WHEREAS, in 1980 the annual Teddy Bear Walk was started by the Mount Prospect Public Library and downtown businesses to provide a holiday tradition for the children of Mount Prospect; and

WHEREAS, December 2024 marks the 44th anniversary of this annual event; and

WHEREAS, the event will be celebrated with a visit from and photo opportunity with special guests Mr. and Mrs. Claus on Saturday, December 7.

WHEREAS, the Mount Prospect Public Library invites all to stop in and enjoy musical performances, storytime sessions, activities, and the annual stroll with Ted E. Bear.

WHEREAS, the library thanks the Friends of the Mount Prospect Public Library for their generous support of this event.

NOW, THEREFORE, I, Paul Hoefert, Mayor of the Village of Mount Prospect, do hereby proclaim December 1 through December 31, 2024 as

MOUNT PROSPECT TEDDY BEAR WALK MONTH,

and I thank everyone who has contributed to making the Teddy Bear Walk a favorite holiday tradition for the families of Mount Prospect.

Paul Wm. Hoefert
Mayor

ATTEST:

Karen Agoranos
Village Clerk

Dated this 3rd day of December 2024



Item Cover Page

Subject	A RESOLUTION FOR THE HOLIDAY SEASON 2024
Meeting	December 3, 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. Holiday 2024

RESOLUTION NO.

A RESOLUTION FOR THE HOLIDAY SEASON

WHEREAS, the holiday season has arrived, and it is the time of the year when, as individuals and as a community, we reflect on our relationships with others, the goodwill that is shared, and all that remains to be done to create a peaceful and safe world for all; and

WHEREAS, this is the time of year for celebrating holidays and sharing traditions and customs with family and friends and all those we hold dear throughout the year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS:

SECTION ONE: The Mayor and Board of Trustees of the Village of Mount Prospect do extend to the citizens of Mount Prospect our sincere wishes for a joyous holiday season, and on behalf of our entire community, we extend to everyone a resolution of good faith and kindness so that there may be peace on this earth.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS: None

Passed and approved this 3rd day of December 2024

Paul Wm. Hoefert
Mayor

ATTEST:

Karen M. Agoranos
Village Clerk



Item Cover Page

Subject **APPOINTMENT/REAPPOINTMENT TO BOARDS AND COMMISSIONS**
BOFPC - Maria McCarthy and Economic Commission Chair - James Drew

Meeting December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category MAYORS REPORT

Type Action Item

Information

BOARD OF FIRE AND POLICE COMMISSION

Appointment

Maria McCarthy
1412 N. Bridgeport Drive

Reappointment-Chair

James Drew
215 S. Emeson Street

Discussion

Alternatives

1. Motion to approve appointment.
2. Action at the discretion of the Village Board.

Staff Recommendation

Mayor Hoefert recommends the appointment of Maria McCarthy and the reappointment of James Drew. He believes both Ms. McCarthy and Mr. Drew will represent the Village fairly and objectively.

Attachments

1. December appointment

Village of Mount Prospect
Mount Prospect, Illinois

INTEROFFICE MEMORANDUM



TO: BOARD OF TRUSTEES
VILLAGE MANAGER MICHAEL CASSADY
POLICE CHIEF MICHAEL ETERNO
FIRE CHIEF JOHN DOLAN
DIRECTOR OF COMMUNITY DEVELOPMENT JASON SHALLCROSS

FROM: MAYOR PAUL WM. HOEFERT

DATE: NOVEMBER 26, 2024

SUBJECT: APPOINTMENT/REAPPOINTMENT TO BOARDS/COMMISSIONS

I hereby nominate the following individuals for appointment/reappointment to the following Board and Commissions:

Board of Fire and Police Commission

Appointment:

Maria McCarthy
1412 North Bridgeport Drive

Term to expire December 2028

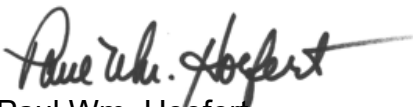
Economic Development Commission

Reappointment to Chair:

James Drew
215 S. Emerson Street

Term to expire December 2028

I recommend the above-listed individuals be appointed. I believe both Ms. McCarthy and Mr Drew will represent the Village fairly and objectively.


Paul Wm. Hoefert
Mayor

ph/dj



Item Cover Page

Subject **List of Bills - November 13, 2024 to November 26, 2024 - \$10,080,840.20**

Meeting December 3, 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 November 13, 2024 to November 26, 2024 - \$10,080,840.20.

Discussion

Alternatives

- 1) Approve the attached List of Bills for November 13, 2024 to November 26, 2024 - \$10,080,840.20.
- 2) Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends approving the attached List of Bills for November 13, 2024 to November 26, 2024 - \$10,080,840.20.

Attachments

1. List of Bills - November 13, 2024 to November 26, 2024

VILLAGE OF MOUNT PROSPECT
List of Bills
November 13, 2024 - November 26, 2024

Fund	Vendor Name	Invoice Description	Amount
001 General Fund			
	A & J Sewer Service	Six month cleaning of nine oil catch basins 11/8/24	\$ 1,297.00
		Cleaning nine oil catch basins/jetting 19 drain lines 11/8/24	1,587.00
	ACS State & Local Government Solutions	Illinois State Disbursement Unit 11/21/24	3,614.31
	Addison Building Material Co.	Concrete patching supplies	101.96
		Concrete restoration materials	336.64
		Concrete restoration materials	210.39
		Concrete restoration materials	266.72
	Aero Removals-Trisons Inc	Remains removals October 2024	1,325.00
	Air One Equipment, Inc.	Repairs parts for damaged air packs	1,719.64
		Calibration of Air Pack regulator tester	1,700.00
		Quarterly Air Quality Testing and Compressor Maintenance	165.00
		Quarterly Air Quality Testing and Compressor Maintenance	165.00
		Quarterly Air Quality Testing and Compressor Maintenance	827.00
	Allscape, Inc.	Turf Mowing throughout the Village 10/28/24	2,150.00
		Turf Mowing throughout the Village 11/4/24	2,150.00
		Turf Mowing throughout the Village 11/11/24	2,150.00
	Alpha Card Systems LLC	ID Card Printer, Zebra ZC300	1,528.99
	Alvarez, Inc.	Parkway Restoration throughout the Village 11/6-11/7/24	1,513.30
	Amazon Capital Services	Laminating Pouches	11.43
		Large Post-it Easel Pad and scissors	61.73
		Report covers for CERT manuals	23.89
		Supplies for Dept. events 11/08/24	110.44
		Equipment maintenance supplies 11/20/24	24.49
		Lighting clamps for Dept. equipment 11/15/24	35.99
		Foam rollers and muscle release canes for all stations	151.52
		Acrylic sign holders, card stock and labels for envelopes	179.53
		Mailing envelopes	18.88
		Office Supplies Act #A1EFV5XXZXFLVF	266.58
		Publication for Dept. library 11/12/24	59.90
		Holiday Decorations partial	442.70
		Office supplies for Records 11/09/24	7.99
		Filter for VH Refrigerators	115.02
		Noise Cancelling headphones	39.90
		Memory cards for Investigations iRecord system 11/15/24	367.96
		Halogen 50W lights	54.45
		Equipment maintenance supplies 11/13/24	55.18
		Hex Deadlift Bar for St 11	79.99
		Dusk to dawn lights	124.98
	American Landscaping Inc.	Grass Cutting 11/7/24 - 507 Holly	295.00
	Emergency Assistance	Emergency Assistance	765.00
	Bedco Mechanical	Maintenance Contract for HVAC repairs Nov/Dec 2024	5,089.67
	Bristol Hose & Fitting Inc	Suppled Air Hose Fittings	104.04
		Suppled Air Hose Fittings	462.26
	Builders Asphalt LLC	Pothole patching material	62.70
		Material for pot hole patching	83.16
	Business Oriented Software Solutions, Inc.	IT Ticketing and Inventory Software Renewal 12/01/24 –11/30/25	3,360.00
	Case Lots, Inc.	Custodial supplies, soap, trash bags, mops	1,957.00
		Custodial supplies, soap, trash bags, mops	39.90
	CBS Awards Inc	Retirement Plaque	63.00
		Plaque for Dept. display case 11/08/24	35.00
	Chem-Wise Pest Management	VH Special Treatment for bed bugs 11/5/24	105.00
	CIT Bank, N.A.	KIP Plotter Lease for Nov 2024	437.99
	Clerk of the Circuit Court of McHenry County	Garnishment 11/21/24	547.85
	Comcast	Cable Service 10/18/2024-11/17/2024	25.70
		Cable Service 11/12/2024-12/11/2024	21.01
		Comcast business services 11/04/24-12/03/24	460.25
		Comcast business services 11/04/24-12/03/24	156.72
		Comcast Fiber Services November 2024	1,797.98
	Cosma, Dan	Refund Permit Fee #RB24-1728 (1426 Emmerson)	75.00
	Costar Realty Information, Inc.	Monthly Commercial Real Estate Publication November 2024	978.93
	Decatur Electronics LLC	New radar units 11/08/24	1,670.00

VILLAGE OF MOUNT PROSPECT
List of Bills
November 13, 2024 - November 26, 2024

Fund	Vendor Name	Invoice Description	Amount
001	General Fund (continued)		
	Decatur Electronics LLC (continued)	Equipment supplies 11/08/24	245.00
	Dekra-Lite Industries, Inc.	Ornaments for Village owned holiday tree	3,415.22
	Dell Marketing LP	Cellebrite computer in Investigations 11/19/24	5,020.38
	Douglas Truck Parts	Carbide plow blades	2,230.00
	EJ USA Inc	Storm Manhole Grate	910.32
	Equipment Management Company	Repair to extrication equipment	53.00
	ESRI Inc.	ESRI Software Renewal 10/30/24-10/29/25	4,889.22
		ESRI Software Renewal 10/30/24-10/29/25	2,640.00
	Federal Express Corp	Late fee for shipping charges 10/2/24	2.27
	Fire Pension Fund	Fire Pension 11/21/24	32,401.41
	Frontline Public Safety Solutions	Annual fee for audit software for BWC and MVR 12/03/24-12/02/25	3,472.88
		Professional Standards and Performance Tracker 01/01-12/31/2025	8,400.00
	G & J Associates, Inc.	Sign for Annual Veterans Day luncheon 11/11/24	174.39
	General Medical Devices, Inc.	Squad emergency supplies 11/18/24	660.00
	Emergency Assistance	Emergency Assistance	1,650.00
	Home Depot USA Inc	Parts and supplies for various divisions	178.43
	Huffman, William W.	Parkway trees for planting in various locations 11/6/24	3,510.00
	ICMA Retirement Trust - 457	MissionSquare 457 11/21/24	51,704.00
	Illinois American Water Company	Water Service 2000 E Kensington Rd - 11/01/2024 - 11/27/2024	45.08
		Burning Bush Irrigation Meter Water 10/11-11/07/24	1,034.89
	Illinois Arborist Association	IAA Conference 10/24/24	1,845.00
	Illinois City Management	Job Ad Posting For Payroll Accountant	50.00
		Job Ad Posting For Compliance Inspector	50.00
	Illinois Department of Revenue	IL State Withholding	27.65
		IL State Withholding 11/21/24	53,688.27
	Illinois Landscape Contractors Assoc.	2025 ILCA Membership - 1/1/25-12/31/25	495.00
	Illinois Municipal League	2025 IML Membership 1/1-12/31/25	3,500.00
		Job Ad Posting For Payroll Accountant	35.00
		Job Ad Posting For Compliance Inspector	35.00
	Illinois Society of Professional Engineers	Standard specs manual	121.50
	Illinois State Police	Business License Background Check Oct 2024	56.50
		Candidate Background Check - October 2024	56.50
	Imaging Essentials Inc	KIP Maintenance - 11/01-11/30/24	60.00
	IMRF	IMRF EFT October 2024	161,506.27
	Indestructo Rental Company	Deposit for 2025 Oktoberfest 60x100 tent	8,500.00
	Internal Revenue Service	Federal Withholding	139.13
		Federal Withholding 11/21/24	237,952.25
	International Union of Operating Engineers	IUOE PW Membership Dues 11/21/24	1,851.40
	J C Embroidery & Screenprint Inc	Department Clothing 10/25/24	498.89
	J.G. Uniforms, Inc.	Clothing supplies 11/07/24	48.00
		Clothing supplies 11/07/24	16.00
	Jones and Bartlett Publishers Inc.	Textbooks for VMO	259.38
		Navigate Access for Fundamentals (ATFF)	69.71
	Kanupke, Joseph	Reimburse expenses food for Investigators 11/10/24	193.96
	Emergency Assistance	Emergency Assistance	108.00
		Emergency Assistance	108.00
		Emergency Assistance	108.00
	Lands' End Business Outfitters	Department Clothing Act #3157717	750.82
	Language Line Services, Inc.	Phone Interpretation - October 2024	11.55
		Over the phone interpretation - October 2024	62.36
	Language Testing International Inc	Candidate 2nd language testing, 10/25/24 - 11/07/24	1,070.00
		Language testing 10/15/24	124.00
	Lilly Counseling and Consultation	Medical exam 11/06/24	1,662.50
	Lochner, Claudine	Transfer Stamp Rebate - 1402 Greenwood	861.00
	Maldonado, Carlos	Services for Elk Grove Fire District 1/1/24-8/20/24	2,000.00
	Maxx Contractors Corp	Debris Hauling and Aggregate Material Delivery 11/5/24	554.59
	McFarlane Douglass & Companies	Tree lighting/installation of lights on parkway trees DT 10/1/24	31,856.00
	McFig Corp.	Façade & Green Building Grants 100 E Prospect 11/20/24	10,000.00
	McMaster-Carr Supply Co	Wash bay bolts	71.70
		Credit for wash bay valve	(149.26)
	Meltzer, Purtill, & Stelle LLC	MPS LAW - Prestige Feed legal services through 10/31/24	23,271.23

VILLAGE OF MOUNT PROSPECT
List of Bills
November 13, 2024 - November 26, 2024

Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Menard Inc.	Propane for post pounder	10.72
		Salt fencing materials	16.02
		Salt fencing materials	59.98
		ET supplies 11/07/24	8.96
		Outlet repair material	30.11
	Metro Federal Credit Union	MP Fire Local 4119 Dues 11/21/24	3,073.00
	Metropolitan Alliance - Police	MP Police Association Dues 11/21/24	1,710.00
	Morton Suggestion Co.	Uniform supplies 11/13/24	1,404.39
	Mount Prospect Emergency Food Pantry	Donation to MP Emergency Food Pantry - 5-0 5K proceeds	1,052.98
	Multisystem Management Company	PD Bio hazard clean	276.00
	Murray & Trettel Inc	Weather Forecast Services 10/1/24-9/30/25	4,475.00
	Nationwide Mutual Insurance Company	Nationwide 457 11/21/24	20,922.28
	North East Multi Regional Training Inc	Training registration 10/24-25/24	80.00
	Northern Tool & Equipment Company, Inc.	Chains for saws	49.38
	Northwest Community Hospital	Annual fee for hyperlinked SOPs 5/27/24 - 5/26/24	227.27
	Office of The Illinois State Fire Marshall	State boiler inspections 10/3/24	200.00
	Out of Control Music	Shining Stars Gala Band Deposit 2025	500.00
	Ozinga Materials, Inc.	WMB restoration 11/7/24	1,492.75
	Paddock Publications, Inc.	Public Hearing Notice PZ-16-24 10/09/2024	102.60
		TIF District Ad 11/04/24	56.70
	Paylocity Corporation	Recruiting Subscription - November 2024	540.00
	Peerless Network Inc	Phone Service 11/15/24 - 12/14/24	1,973.62
	Perma-Seal Basement Systems	Refund Permit Fee #RB24-1902 (809 Dresser)	75.00
	Pete the Painter, Inc.	Painting of 3 Planners Office and Misc Touch up in VH 10/9/24	1,990.00
	Pizzo & Associates Ltd	Weed control in various Village locations 11/1/24	946.88
	Police Pension Fund	Police Pension 11/21/24	38,708.95
	Porter Lee Corporation	ET supplies 11/12/24	240.00
	Precise Digital Printing Inc	Halloween Decorating Contest Yard Signs 2024	75.00
	Ralph Helm Inc	Chains for saws	231.60
	Ray O'Herron Co Inc	Uniform supplies 11/18/24	175.92
		Training supplies 11/20/24	1,990.01
	Robert W. Hendricksen Co.	Tree Trimming throughout the Village 11/6-11/15/24	14,499.25
	RST Inc.	Safety shoe purchase	169.99
	Russo Hardware, Inc.	Pole saw for Forestry crew	346.99
	Salveo Inc.	Legal Notice Shipment 05/16/24- Planning	12.67
		KTJ Documents 06/19/2024	34.66
	Schloneger, Tim	2025 Local Gov News Membership 1/1/25-12/31/25	1,860.00
	Schroeder & Schroeder Inc	Concrete sidewalk and utility restoration 9/30/24	130,120.02
	Sebert Landscaping Co.	Plants and installation FS 14, PD, 20 E NWH Train Stn 10/30/24	7,883.00
	St Mark Lutheran Church	Lease of 40 parking spaces at 200 S Wille 11/02/24-11/30/24	2,000.00
		Lease of 40 parking spaces at 200 S Wille 10/01/24-10/31/24	2,000.00
	Steiner Electric Company	St #13 ext fixtures	460.00
		FD shoreline ends for stations	251.00
	Suburban Accents Inc	Lettering on P-5 11/08/24	35.00
	Suburban Concrete Inc	2024 New Sidewalk Program - Construction Services 10/30/24	285,499.55
	Tennant Sales and Service Company	Bi annual PM on St 13 floor scrubber - 11/7/24	267.06
		Bi annual PM on St 14 floor scrubber - 11/7/24	403.13
		Bi annual PM on St 12 floor scrubber - 11/7/24	267.06
	The Stevens Group LLC	Printing of business cards 10/28/24	55.00
		Printing for Nov-Dec 2024 Newsletter	8,670.00
		Halloween Decorating Contest Single Yard Sign 2024	20.00
		TIF Notice Mailing Nov 2024	1,835.45
		Business cards 11/19/24	55.00
	Thompson Elevator Inspections Service Inc	Elevator Reinspection 10/21/24 - 571 Huntington	150.00
	TimeClock Plus LLC	TimeClock License Renewal - 12/06/2024-12/05/2025	5,969.04
	TJ Conevera's, Inc.	Ammunition 11/21/24	4,560.00
	TK Elevator Corporation	Maple Garage Elevator Maint 11/1-1/31/25	972.41
		FAID elevator test St 13 and Maple garage 11/1/24	1,600.00
		FAID elevator test St 13 and Maple garage 11/1/24	1,600.00
	Traffic Control & Protection Inc	Sign Making Material	1,128.15
	Trugreen Limited Partnership	Turf weed control and fertilizer Village mowing sites 10/1/24	3,174.61

VILLAGE OF MOUNT PROSPECT
List of Bills
November 13, 2024 - November 26, 2024

Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Tyco Fire & Security US Management Inc	Fire Alarm Monitoring 1415 E Algonquin 12/1/24-11/30/25	360.00
	Uline Inc.	Earmuffs	467.78
		Glove, manila tags, saline refill bottles	505.10
	UMB Card Services	Credit Card 10/1/24-10/31/24 (EFT 11/25/24)	28,806.81
	UniFirst Corporation	Uniform Rental Services 11/1/24	248.22
		Uniform Rental Services 11/8/24	253.06
		Uniform Rental Services 11/15/24	248.40
	Vantagepoint Transfer Agents	RHS 11/21/24	32,091.83
	VCG Uniform	Initial Issued Uniform - POC	109.95
		Firefighter Badge Order #211-216	810.00
	Village of Mount Prospect	Flex - Dependent, Medical, and Mass Transit 11/21/24	10,231.77
		Fringe Benefit - Auto 11/21/24	410.45
		Water 10/8/24 - 11/8/24 (Meter #40928)	14.19
		Water 10/8/24 - 11/8/24 (Meter #21758)	14.19
		Water 10/8/24 - 11/8/24 (Meter #40215)	67.20
	W. W. Grainger, Inc.	VH Clock batteries and cleaner	100.55
		EF-2 part	54.09
		EF-2 Fuses	264.60
		Brine Room compressor maintenance supplies	97.87
	Warehouse Direct	Equipment maintenance 11/20/24	155.00
	West Central Municipal Conference	Trees for replacement and reforestation 2024	81,392.80
001 General Fund Total			\$ 1,425,094.07
002 Debt Service Fund			
	PNC Bank NA	2022B GO Bond Principal and Interest #611005147	\$ 776,120.00
	ZB, National Association	2016A GO Bond Principal and Interest #5650	1,185,175.00
		2018B GO Bond Principal and Interest #6999	1,554,375.00
002 Debt Service Fund Total			\$ 3,515,670.00
020 Capital Improvement Fund			
	BOS of Illinois Inc	Office chairs	\$ 9,854.29
	Ciorba Group Inc	Melas-Meadows Pedestrian Bridge - Phase II Eng 9/28-10/25/24	18,459.66
	Copenhaver Construction Inc	Kensington Business Park Basin#2 Dredging Project - 10/8/24	391,250.18
	Gewalt Hamilton Assoc.	IL 83/Busse Av Crosswalk - 9/30-10/31/24	3,965.13
	Integrated Control Technologies, LLC	Fire Station 11 Install Building Automation System 11/12/24	6,000.00
		Fire Station 11 Installation CO monitor Apparatus Bay 11/12/24	9,000.00
	Menard Inc.	Wood and misc hardware for PW fence	12,051.24
	SE3 LLC	Rand Road Lighting - Design Engineering Services 11/6/24	19,513.75
	Shaw Industries, Inc.	VH Bathroom Flooring	6,411.86
020 Capital Improvement Fund Total			\$ 476,506.11
023 Street Improvement Construction Fund			
	Engineering Resource Associates	Schoenbeck Road Resurfacing Project Ph 1 and 2 Eng 10/31/24	\$ 7,238.84
	Schroeder & Schroeder Inc	Concrete sidewalk and utility restoration 9/30/24	100,000.00
023 Street Improvement Construction Fund Total			\$ 107,238.84
024 Flood Control Construction Fund			
	Christopher B. Burke Engineering Ltd	Stormwater Management Master Plan 9/29-10/26/24	\$ 26,865.00
	Engineering Resource Associates	Weller Creek Bank Stabilization Study 11/15/24	8,936.27
	Hoerr Construction, Inc.	Sewer Lining Golfview 10/25-11/1/24	25,654.00
	Mauro Sewer Construction Inc	2024 Drainage Improvements - Construction Services 10/18/24	414,171.79
	Spaceco Inc	2024 Drainage Improvements - Engineering Service 9/29-10/26/24	5,867.50
024 Flood Control Construction Fund Total			\$ 481,494.56
037 SMP TIF Fund			
	SB Friedman Development Advisors LLC	Professional Service - South TIF Amendment 09/28/24-10/31/24	\$ 11,795.00
037 SMP TIF Fund Total			\$ 11,795.00

VILLAGE OF MOUNT PROSPECT
List of Bills
November 13, 2024 - November 26, 2024

Fund	Vendor Name	Invoice Description	Amount
040 Refuse Disposal Fund			
	Abbott Rubber Company	Leaf machine rubber skirts	\$ 442.42
	Groot Industries, Inc.	Refuse Disposal & Leaf Collection Tip Fee 10/11-10/31/24	6,608.12
	Headco Industries, Inc.	Leaf machine belts and bearings	1,093.77
	ICMA Retirement Trust - 457	MissionSquare 457 11/21/24	123.53
	Illinois Department of Revenue	IL State Withholding 11/21/24	569.08
	IMRF	IMRF EFT October 2024	4,522.54
	Internal Revenue Service	Federal Withholding 11/21/24	3,448.15
	International Union of Operating Engineers	IUOE PW Membership Dues 11/21/24	154.53
	Nationwide Mutual Insurance Company	Nationwide 457 11/21/24	750.74
	Solid Waste Agency of Northern Cook County	SWANCC - December 2024	106,243.00
	Third Millennium Associates Inc	Utility Billing 11/15/24	47.56
	Tradebe GP	HHW Disposal and Collection 9/28/2024	21,648.43
		HHW Disposal and Collection ON 4/27/2024	11,779.90
	Village of Mount Prospect	Flex - Dependent, Medical, and Mass Transit 11/21/24	96.04
040 Refuse Disposal Fund Total			\$ 157,527.81
041 Motor Fuel Tax Fund			
	Constellation NewEnergy, Inc.	Electricity - Streetlights - 9/3-10/14/24	\$ 19,142.13
	Cook County Government	Traffic signal maintenance 7/1-9/30/24	2,775.02
	Lyons & Pinner Electric Companies	2024 Traffic Signal Maintenance 10/31/24	1,140.00
		2024 Traffic Signal Maintenance 9/25-9/30/24	7,500.00
		2024 Traffic Signal Maintenance 9/5/24	488.12
	Schroeder & Schroeder Inc	Concrete sidewalk and utility restoration 9/30/24	7,722.02
041 Motor Fuel Tax Fund Total			\$ 38,767.29
042 CDBG			
	SMB Contracting Inc	CDBG PY2023 1818 Andoa 10/22/24	\$ 22,253.00
042 CDBG Total			\$ 22,253.00
046 Foreign Fire Tax Board Fund			
	Comcast	Cable Service - 111 E Rand Rd, 11/03/24 - 12/02/24	\$ 239.98
		Cable Service - 1601 W Golf Rd, 11/15/24 - 12/14/24	81.98
	UMB Card Services	Credit Card 10/1/24-10/31/24 (EFT 11/25/24)	567.10
046 Foreign Fire Tax Board Fund Total			\$ 889.06
049 Prospect and Main TIF District			
	Five Star Valet	Valet Service Restaurant Row 10/3/24-10/31/24	\$ 4,030.00
	ZB, National Association	2017 GO Bond Principal and Interest #6405	255,384.50
		2018A GO Bond Principal and Interest #6659	371,434.38
		2019B GO Bond Principal and Interest #7861	362,425.00
049 Prospect and Main TIF District Total			\$ 993,273.88
050 Water and Sewer Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit 11/21/24	\$ 11.54
	Al Warren Oil Co Inc	Off road diesel fuel for BPS back-up generators 11/14/24	6,044.20
	Alvarez, Inc.	Parkway Restoration throughout the Village 11/6-11/7/24	10,690.70
	Amazon Capital Services	Office Supplies	69.29
		Office Supplies	64.89
	Baxter & Woodman, Inc.	Booster Station 4 PLC upgrades 11/15/24	5,004.00
		Replacement of PanelView Graphic Terminal at Station 4 11/15/24	7,158.90
		SCADA Services agreement 11/15/24	5,974.17
		Lead Service Line Replacement Program Assistance 10/20-11/9/24	296.25
		Emergency Well Operations SOP development 10/14/24	342.50
		Water Main Condition Analysis 10/15-11/7/24	2,696.45
	Berland's, Inc.	Tools for new 2714	404.95
	Burns & McDonnell Engineering Co.	NW Water Interconnection Proj Ph III Construct Services 10/31/24	62,252.63

VILLAGE OF MOUNT PROSPECT
List of Bills
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Fund	Vendor Name	Invoice Description	Amount
050	Water and Sewer Fund (continued)		
	Ciorba Group Inc	Fairview Gardens Gravity Sewer Outfall 6/1-6/28/24	47,701.50
	CityBase Inc	CityBase Online Platform & Kiosk Contract 9/15/24-9/15/25	83,750.00
	Constellation NewEnergy, Inc.	Electricity - 755 S Meier - 8/30-10/1/24	78.82
	Core & Main LP	Various Gate Valves and Accessories	4,880.00
	Dariusz Matela	Utility Refund - 16 Audrey Ln	165.42
	EJ USA Inc	Manhole frames and water/sanitary covers	4,425.43
	ESRI Inc.	ESRI Software Renewal 10/30/24-10/29/25	4,889.22
		ESRI Software Renewal 10/30/24-10/29/25	2,640.00
	Fehr-Graham & Associates LLC	Safety Training 10/25/24	942.50
	Gerardi Sewer & Water Co	2024 Water Main Replacement Project 11/19/24	54,726.73
	HBK Water Meter Service	Building Inspections/Meter Installs /Water Meter 10/24-11/6/24	11,559.50
	Home Depot USA Inc	Parts and supplies for various divisions	200.94
	ICMA Retirement Trust - 457	MissionSquare 457 11/21/24	2,142.55
	Illinois Department of Revenue	IL State Withholding 11/21/24	4,100.86
	IMRF	IMRF EFT October 2024	24,930.09
	Internal Revenue Service	Federal Withholding 11/21/24	24,040.49
	International Union of Operating Engineers	IUOE PW Membership Dues 11/21/24	1,646.58
	Jenny Paylian	Utility Refund - 707 N Prospect Manor Ave	108.32
	Joel Kennedy Constructing Corp	Fairview Gravity Sewer Project 11/13/24	164,666.26
	Joseph G. Pollard Co., Inc.	Manhole hooks	100.06
	Layne Christensen Company	Well 11 and 16 inspection and testing 11/5-11/6/24	7,868.00
	Maxx Contractors Corp	Debris Hauling and Aggregate Material Delivery 11/5/24	2,841.58
	Michael Berendt	Utility Refund - 1501 Stonegate Manor	50.00
	Midland Paper	Office Supplies	1,356.00
	Nationwide Mutual Insurance Company	Nationwide 457 11/21/24	1,444.30
	NICOR	Natural gas - 1325 N River 10/17-11/15/24	54.70
	NW Suburban Municipal Joint Action Water Agency	JAWA - October 2024	653,158.00
	PreCise MRM LLC	AVL Monthly Data Charges - September 2024	520.00
	Rick's Sewer and Drainage	Fairview Gardens drain tile disconnect 111 Horner 11/18/24	19,750.00
		Drain tile disconnect for 115 Stevenson 8/15/24	19,750.00
		Fairview Gardens drain tile disconnect 117 N Horner 11/15/24	21,750.00
		Drain tile disconnect 202 Stevenson 11/11/24	18,750.00
	RST Inc.	Safety Shoe Purchase	208.24
	Schroeder & Schroeder Inc	Concrete sidewalk and utility restoration 9/30/24	18,158.46
	Schuster, Michael	Safety shoe reimbursement	107.49
	Scott J. Anderson	Utility Refund - 311 S Albert St	837.40
	Tank Industry Consultants, Inc.	Booster Pump St 4 Rehab design/construction/eng services 11/8/24	1,353.00
	Third Millennium Associates Inc	Utility Billing 11/15/24	2,463.10
	UMB Card Services	Credit Card 10/1/24-10/31/24 (EFT 11/25/24)	1,888.79
	UniFirst Corporation	Uniform Rental Services 11/1/24	86.90
		Uniform Rental Services 11/8/24	88.59
		Uniform Rental Services 11/15/24	86.96
	Village of Mount Prospect	Flex - Dependent, Medical, and Mass Transit 11/21/24	568.77
	Village Sewer & Plumbing	Drain tile disconnect 1502 E Lowden 11/7/24	15,117.50
		Drain tile disconnect for 1422 Green 10/30/24	3,200.00
		Fairview Gardens drain tile disconnect 110 Yates 10/30/24	13,700.00
	W. W. Grainger, Inc.	B-box sockets	93.60
		Cable Ties	2.05
	Welch Bros Inc	Manhole adjustment rings	1,970.00
	ZB, National Association	2017 GO Bond Principal and Interest #6405	255,565.51
		2018A GO Bond Principal and Interest #6659	251,250.00
		2019A GO Bond Principal and Interest #7408	464,025.00
		2022 GO Bond Principal and Interest #9720	387,900.00
		B-box material and hydrant parts	653.25
	Ziebell Water Service Products		
050	Water and Sewer Fund Total		\$ 2,705,322.93
051	Village Parking System Fund		
	Multisystem Management Company	PD Bio hazard clean	\$ 18.00
051	Village Parking System Fund Total		\$ 18.00

VILLAGE OF MOUNT PROSPECT
List of Bills
November 13, 2024 - November 26, 2024

Fund	Vendor Name	Invoice Description	Amount
052 Parking System Revenue Fund			
	Multisystem Management Company	PD Bio hazard clean	\$ 6.00
	Traffic Control & Protection Inc	Sign Making Material	98.10
052 Parking System Revenue Fund Total			\$ 104.10
060 Vehicle Maintenance Fund			
	Advance Stores Company, Inc.	614 Lower rad hose	\$ 28.30
		635 Shift interlock module	31.58
	Airgas, Inc.	Welding wire for Mig Steel	469.04
	Al Warren Oil Co Inc	Diesel fuel November 2024	23,238.00
	Arlington Heights Ford	609 Rear reflector	28.03
	Atlas Bobcat Inc.	4549 quick coupler	157.37
	Busse Automotive Inc	P-7 detail 11/14/24	170.00
	Chicago Parts & Sound LLC	Parts for stock Ford fleet program	609.50
		Stabilizer links for 506	51.26
		635 Radio repair 10/30/24	249.00
		640 Front crank seal	9.24
		640 ABS sensor	24.60
		Parts And Supplies - Credit	(315.00)
		Parts And Supplies - Credit	(609.50)
		Parts And Supplies - Credit	(399.00)
		601 Battery	149.00
		Batteries for stock and core credits	556.55
	Crowne Industries, Ltd.	Annual Fuel Island Inspection 11/7/24	2,725.00
	Dultmeier Sales Davenport Inc	Diaphragm pump	354.51
	Elliott Auto Supply Co, Inc.	Stock washer solvent for shop	172.08
		614 Radiator	119.08
	Federal Signal Corporation	Rodder valve for 2738B	265.31
		Horn contact for 4502	220.30
		Dirt shoes for 4502	649.24
		Rubber for leaf truck tarco box opening	192.73
	Foster Coach Sales Inc.	525 hub cap	36.31
		526 Rear liquid springs	1,857.00
		Horton Rear Compartment Seat for 524	3,753.40
	ICMA Retirement Trust - 457	MissionSquare 457 11/21/24	2,083.81
	Illinois Department of Revenue	IL State Withholding 11/21/24	1,710.51
	IMRF	IMRF EFT October 2024	8,559.48
	Internal Revenue Service	Federal Withholding 11/21/24	10,535.03
	International Union of Operating Engineers	IUOE PW Membership Dues 11/21/24	613.12
	Interstate Power Systems, Inc.	Leaf truck filters	589.00
	James Drive Safety Lane LLC	Truck/Trailer State Safety Lane Test - Oct 2024	922.00
	McMaster-Carr Supply Co	Bronze bushings for swivel mars lights stock	37.53
		Key tags and key rings	143.37
	NAPA Auto Parts	614 Radiator drain cock	4.85
		Vacuum tubing for camera clean system	84.00
		Wiper switch for 309	46.01
		P-38 Halogen bulbs	19.58
		Exhaust rain cap for leaf machines	26.19
	Nationwide Mutual Insurance Company	Nationwide 457 11/21/24	22.50
	Patson Inc	524 NOX Sensor inlet	1,017.13
	Rush Truck Centers of Illinois, Inc.	Fuel filter kit for stock	195.90
		Leaf truck filters	193.56
		Truck filters for leaf season	230.00
		Filters for stock	476.58
		4509 Intake heater	224.67
		Leaf truck filters	365.64
		Leaf truck filters	49.06
		Fuel filters for leaf trucks	494.86
	Russo Hardware, Inc.	Chain saw tensioner	20.99
	Sid Tool Co., Inc.	Shop lube and hardware	222.55
		Silicone RTV shop	142.05

VILLAGE OF MOUNT PROSPECT
List of Bills
November 13, 2024 - November 26, 2024

Fund	Vendor Name	Invoice Description	Amount
060 Vehicle Maintenance Fund (continued)			
	Sid Tool Co., Inc. (continued)	Bolts and hardware for stock	479.42
		Zip ties shop	326.00
	Terrace Supply Company	Gas tank rental - October 2024	23.25
		Welder nozzle shop tool	158.70
	Uline Inc.	Glove, manila tags and saline refill bottles	137.00
	Valvoline Inc	15W40 Diesel Oil for stock	2,286.00
	Village of Mount Prospect	Flex - Dependent, Medical, and Mass Transit 11/21/24	230.68
	Waytek Inc	Electrical supplies for stock	243.50
		Electrical Supplies	472.51
		Shrink tubing	26.50
060 Vehicle Maintenance Fund Total			\$ 68,206.46
061 Vehicle Replacement Fund			
	Arlington Heights Ford	2714 Floor mats for new truck	\$ 110.00
	Master-Hitch, Inc.	2759 lift gate new truck install 11/7/24	4,269.30
		2732 New truck tailgate lift installed 11/8/24	4,272.40
	Redistrip Company	2753 Blasting for paint	1,680.00
	Williams Fire & Hazard LLC	Gorilla Dry chem unit for new 546 Hose Wagon	27,563.00
061 Vehicle Replacement Fund Total			\$ 37,894.70
062 Computer Replacement Fund			
	CDW LLC	4 Replacement Desktop Printers	\$ 1,382.12
	Dell Marketing LP	20 Desktop Computers	23,213.20
062 Computer Replacement Fund Total			\$ 24,595.32
063 Risk Management Fund			
	Asset Control Solutions Inc	Appraisal Services - Onsite Inventory 2024	\$ 5,022.50
	Favia, Joseph	PSEBA Reimbursement - December 2024	1,174.84
	Ricker, Jeffrey	PSEBA Reimbursement - November 2024	466.00
	UMB Card Services	Credit Card 10/1/24-10/31/24 (EFT 11/25/24)	695.23
063 Risk Management Fund Total			\$ 7,358.57
073 Escrow Deposit Fund			
	A&N Outdoor Services	Refund Escrow Permit #RB241448 (1411 Park)	\$ 100.00
	ABC Plumbing Heating Cooling	Refund Escrow Permit #RB240601 (1401 Greenwood)	100.00
		Refund Escrow Permit #RB240931 (515 Wille)	100.00
		Refund Escrow Permit #RB241046 (1401 Greenwood)	100.00
		Refund Escrow Permit #RB241645 (135 Lancaster St)	100.00
		Refund Escrow Permit #RB241725 (410 I Oka)	100.00
	Absolute Builders	Refund Escrow Permit #RB241119 (100 Kenilworth)	150.00
	American National Sprinkler	Refund Escrow Permit #RB241193 (1501 Douglas)	100.00
	Angerer, Dorothea	Refund Escrow Permit #RB240989 (312 Hiawatha)	100.00
	Black Diamond Plumbing	Refund Escrow Permit #RB241840 (1506 Willow)	100.00
	Cotten, Marc	Refund Escrow Permit #RB241569 (612 Albion)	100.00
	CWF Restoration	Refund Escrow Permit #RB241570 (1201 Clevon)	150.00
	Dautel, Karen	Refund Escrow Permit #RB240869 (16 Elm)	100.00
	Four Seasons Heating and Air	Refund Escrow Permit #RB241752 (1403 Orange Ct A)	100.00
	Jacob, Dalia	Refund Escrow Permit #RB241766 (1820 Boulder)	100.00
	Johnson, Michael	Refund Escrow Permit #RB240773 (1106 Sprucewood)	100.00
	Kaplan Paving	Refund Escrow Permit #CB240241 (601 Main)	1,000.00
		Refund Escrow Permit #RB241278 (212 Edward)	100.00
		Refund Escrow Permit #RB241554 (4 N Kenilworth)	100.00
		Refund Escrow Permit #RB241556 (6 Kenilworth)	100.00
		Refund Escrow Permit #RB241588 (516 Elm)	100.00
	Maul Paving Inc	Refund Escrow Permit #CB240230 (475 Enterprise)	1,000.00
	Narcisa, Nichole	Refund Escrow Permit #RB241458 (120 Fairview)	100.00
	Rainmakers Irrigation & Maintenance	Refund Escrow Permit #CB240187 (1791 Wall)	100.00

VILLAGE OF MOUNT PROSPECT
List of Bills
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Fund	Vendor Name	Invoice Description	Amount
073 Escrow Deposit Fund (continued)			
	RJ Concrete Inc	Refund Escrow Permit #RB241551 (16 Wille)	100.00
	RMJ Construction	Refund Escrow Permit #CB220937 (1791 Wall)	1,450.00
	Salinas, Judith	Refund Escrow Permit #RB240555 (410 Emerson)	100.00
	Shah, Shardul	Refund Escrow Permit #RB241125 (742 Dempster)	100.00
	Sunrun Installation Services	Refund Escrow Permit #RB241335 (1314 Mulberry)	100.00
	The Real Seal LLC	Refund Escrow Permit #RB241466 (703 Fairview)	100.00
	UMB Card Services	Credit Card 10/1/24-10/31/24 (EFT 11/25/24)	180.50
	Yu, Ling	Refund Escrow Permit #RB241366 (315 Prospect)	400.00
073 Escrow Deposit Fund Total			\$ 6,830.50
Grand Total			<u>\$ 10,080,840.20</u>



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE AMENDING CHAPTER 18, "TRAFFIC" IN THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance will revise one-way street designation to match school hours on Frost Drive and Circle Drive.
Meeting	December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	NA
Budget Source	NA
Category	CONSENT AGENDA
Type	Ordinance

Information

The Transportation Safety Commission transmits their recommendation to adjust the timeframes of the one-way designation on Frost Drive and Circle Drive near Robert Frost School to match changed school hours.

A resident alerted staff that the one-way designation times on Frost Drive and Circle Drive no longer match school hours. Frost Drive and Circle Drive are designated one-way streets westbound and southbound respectively during drop-off and pick-up times on school days, increasing safety and reducing congestion around the school.

Staff reviewed the request and determined that the one-way designation no longer aligned with school hours. Traffic conditions around the school were reviewed and staff found no other major traffic issues and that the one-way designation should be maintained during drop-off and pick-up times.

Staff recommends wording the ordinance to allow changes to future signs, should school hours be adjusted again, without having to revise the Village Code further.

Staff reached out to the Robert Frost Elementary School principal to discuss traffic issues around the school. The principal indicated she was in favor of keeping the one-way designation on Frost Drive and Circle Drive, with adjusted timing, and confirmed there were no other major traffic issues around the school. Residents along Circle Drive and the school were sent notification showing the proposed changes and requesting input. No comments were received.

Discussion

The issue was presented to the Transportation Safety Commission at their November 11, 2024, meeting. The Commission supported the timeframe changes to the one-way designation

on Frost Drive and Circle Drive.

By a vote of 6-0, the Transportation Safety Commission recommends to approve the following:

Adjust the one-way street designation for Circle Drive and Frost Drive to match school hours. The one-way designation shall be for not more than one hour each during both drop-off and pick-up times on school days as signed.

Alternatives

1. Adopt an ordinance modifying the one-way designation on Frost Drive and Circle Drive.
2. Action at the direction of the Village board.

Staff Recommendation

Staff concurs with the recommendation of the Transportation Safety Commission. The Transportation Safety Commission recommends the Village Board enact an ordinance adjusting the timeframes of one-way designation on Frost Drive and Circle Drive.

Attachments

1. Location Map
2. Ordinance
3. TSC Meeting Minutes

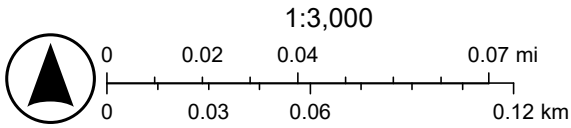
Frost Drive and Circle Drive One-Way Designation Map



11/12/2024, 5:13:10 PM

Parcels

One-Way Designation
During School Drop-Off
and Pick-Up



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Village of Arlington Heights, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 18,
'TRAFFIC' 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 Section 18.2006, "SCHEDULE III – "ONE-WAY STREETS," of Chapter 18, "Traffic," of the Village Code, as amended, is further amended by repealing the following:

<u>"Name of Street</u>	<u>Side of Street</u>	<u>Description</u>
Circle Dr.	Southbound	Btw. Frost Dr. and Cottonwood Ln. (school days btw. 8:30 A.M. to 9:30 A.M. and 3 P.M. to 4 P.M.)
Frost Dr.	Westbound	Btw. Cypress Dr. and Circle Dr. (school days btw. 8:30 A.M. to 9:30 A.M. and 3 P.M. to 4 P.M.)"

SECTION TWO: That Section 18.2006, "SCHEDULE III – "ONE-WAY STREETS," of Chapter 18, "Traffic," of the Village Code, as amended, is further amended by inserting the following:

<u>"Name of Street</u>	<u>Side of Street</u>	<u>Description</u>
Circle Dr.	Southbound	Btw. Frost Dr. and Cottonwood Ln. (school days for not more than 1 hour each during both drop-off and pick-up times as signed)
Frost Dr.	Westbound	Btw. Cypress Dr. and Circle Dr. (school days for not more than 1 hour each during both drop-off and pick-up times as signed)"

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this 3rd day of December, 2024.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk

MAYOR
Paul Wm. Hoefert

TRUSTEES
Vincent J. Dante
Agostino Filippone
Terri Gens
William A. Grossi
John Matuszak
Colleen E. Saccotelli



VILLAGE MANAGER
Michael J. Cassady

DIRECTOR OF PUBLIC WORKS
Sean Dorsey

Phone: 847/870-5640
Fax: 847/253-9377
www.mountprospect.org

Village of Mount Prospect Public Works

1700 W. Central Road, Mount Prospect, Illinois 60056

DRAFT MINUTES OF THE MOUNT PROSPECT TRANSPORTATION SAFETY COMMISSION

CALL TO ORDER

The meeting of the Mount Prospect Transportation Safety Commission was called to order at 7:00 p.m. on Monday, November 11, 2024.

ROLL CALL

Present upon roll call:	Justin Kuehlthau	Chairman
	Tina DeAragon	Commissioner
	Jeffrey Nejd	Commissioner
	Joespeh Vena	Fire Department Representative
	Nicholas Mavraganis	Police Department Representative
	Scott Moe	Public Works Department Representative
	Luke Foresman	Project Engineer – Staff Liaison

Absent:	Christopher Prosperi	Vice Chairman
---------	----------------------	---------------

Others in Attendance:	Rick McNolty	Resident	1908 Connie Lane
	Ron & Gayle Swier	Resident	120 Audrey Lane
	Vito LiRosi	Resident	17 Audrey Lane
	Vince Dante	Trustee	406 S Deborah Lane
	Jose DeChoudens	Resident	7 Audre Lane
	Charles Lowry	Resident	813 W Dresser Lane
	Paul Hoefert	Mayor	304 E. Evergreen Avenue
	B-L Pellicore	Resident	112 S Owen Street

APPROVAL OF MINUTES

Chairman Kuehlthau, seconded by Commissioner DeAragon, moved to approve the minutes of the regular meeting of the Transportation Safety Commission held on October 14, 2024. The minutes were approved by a vote of 6-0.

CITIZENS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

A: Circle Drive and Frost Drive One-Way Designation

Staff Liaison Foresman presented the following regarding the one-way designation near Robert Frost School:

- Request: Change the time frames for one-way traffic on Circle Drive and Frost Drive to better match school drop off and pick up times.
- Requested By: Resident
- Public Notice: Residents on Circle Drive were mailed a Resident Information Bulletin describing the proposed changes on 10/24/2024.
- Current Traffic Regulations:
1. 18.2003: Schedule III – One-Way Streets
Circle Dr. – Southbound – Btw. Frost Dr. and Cottonwood Ln. (school days btw. 8:30 A.M. to 9:30 A.M. and 3 P.M. to 4 P.M.)
Frost Dr. – Westbound – Btw. Cypress Dr. and Circle Dr. (school days btw. 8:30 A.M. to 9:30 A.M. and 3 P.M. to 4 P.M.)
 2. Parking is prohibited between 2:00 A.M. and 6:00 A.M. on all Village streets.
 3. The speed limit is 25 mph.
- Current Layout:
1. Circle Drive and Frost Drive are 24' wide.
 2. Frost Drive is an east-west street that connects directly to Circle Drive, a north-south street.
 3. Sidewalk is present on both sides of Circle Drive and on the north side of Frost Drive.
- Current Traffic Conditions:
1. Circle Drive is a primary pedestrian access route to the school from the south. Pedestrian refuge islands were installed a few years ago at the intersection of Circle Drive and Cottonwood Lane to increase pedestrian safety for pedestrians using this route to school.
 2. Busses use Frost Drive during both pick up and drop off times. They park along the north side of Frost Drive. When they are parked, there is not enough room remaining on Frost Drive for two-way traffic.
 3. During pick-up times, school staff use cones to block traffic on Frost Drive completely while students are loaded into the busses.

Concerns:

The existing time designations for one-way traffic do not line up with school times:

- Existing one-way designation is from 8:30 AM to 9:30 AM and 3:00 PM to 4:00 PM on all school days.
- Current school hours are from 8:45 AM to 3:35 PM Monday, Tuesday, Thursday and Friday and 8:45 AM to 2:35 PM on Wednesday

Based on observations described below, removing the one-way designation would increase congestion and safety issues at the intersection of Frost Drive and Cypress Street. This would cause pedestrians to have to consider vehicles traveling eastbound on Frost Drive and would be another conflict point between vehicles and pedestrians during drop-off and pick-up.

Observations:

Public Works Staff observed traffic during drop-off and pick-up times on Friday 10/4/2024 – The weather was pleasant. Below are staff observations:

- There is no long drop-off or pick-up line. In the morning there is a kiss and go spot. In the afternoon, most parents who drove to pick up students parked around the school or in the neighborhood and walked to the designated pick-up areas
- Busses in the morning arrived between 8:25 AM and 8:35 AM. They dropped off the students and left immediately
- Lots of students and parents cross Frost Drive at the intersection with Cypress Drive
- The area around the school was busy by 8:20 AM and most traffic was gone by 8:50 AM
- During pick-up, parents start arriving and parking around the school starting at 3:00 PM
- Congestion was observed at the intersection of Cypress Drive and Eva Lane
- Busses arrived at 3:30 PM. Once the busses parked, cones were put out to block Frost Drive completely
- Busses left by 3:50 PM
- The lack of a pick-up queue seemed to help with traffic conditions compared to other schools in the area. While the streets were congested with parking on both sides of the street, vehicles were navigating slowly around the school
- Crossing guards were present on Cypress Drive at Eva lane and Frost Drive

Resident Survey:

Residents on Circle Drive and the school were sent a Resident Information Bulletin describing the proposed timing changes for the one-way designation on Circle Drive and Frost Drive and were invited to attend the Transportation Safety Commission Meeting. No comments were received.

School Input:

Public Works Staff talked to the school principal and she indicated she was in favor of keeping the one-way designation on Frost Drive and Circle Drive due to bus usage and agreed with the timing changes. She indicated there was not other major traffic issues around the school.

Recommendation: The one-way designation time frames on Frost Drive and Circle Drive no longer align with the school times. Staff recommends the Village Code be updated and existing signs replaced to reflect current school hours. Staff considered the effect removing the one-way designation would have and determined it would increase traffic and safety issues at the intersection of Cypress Drive and Frost Drive. Therefore, Staff recommends keeping the one-way designation on Frost Drive and Circle Drive.

Recommendation: Adjust the one-way street designation for Circle Drive and Frost Drive to better match school hours. One-way designation shall be for not more than one hour each during both drop-off and pick-up times on all school days as signed.

This recommendation will allow Staff to adjust one-way designation times in the future should the school hours change without having to revise the Village Code again.

Discussion: There was no discussion on the topic.

Motion: Chairman Kuehlthau motioned to approve the recommendation to adjust the one-way designation for Circle Drive and Frost Drive to better match school hours. One-way designation shall be for not more than one hour each during drop-off and pick-up times on all school days as signed. Commissioner NejdI seconded the motion.

The motion was approved by a vote of 6-0.

B. Sha Bonee Trail Parking

Staff Liaison Foresman presented the following regarding parking regulations on Sha Bonee Trail near the intersection with IL Route 83 (Elmhurst Road):

Request: Change parking restrictions on Sha Bonee Trail at the intersection with IL Route 83 (Elmhurst Road) to address traffic issues.

Requested By: Resident

Public Notice: Residents on Sha Bonee Trail adjacent to the proposed parking changes were mailed a Resident Information Bulletin describing the proposed changes on 10/24/2024.

Current Traffic Regulations:

1. 18.2006: Schedule VI – No Parking Any Time
Sha Bonee Trail north side between Illinois Route 83 and I-Oka Avenue
Sha Bonee Trail north and south sides for the first 50 feet east of Illinois Route 83
2. 18.2007: Schedule VII – Sunday Parking
Sha Bonee Trail south side from 6:30 AM to 1:30 PM Between I-Oka Avenue and Illinois Route 83

3. 18.2008: Schedule VIII – Weekday Parking
Sha Bonee Trail north side from 3:00 PM to 6:00 PM from a point 150 feet east of Elmhurst Road to Emerson Street
Sha Bonee Trail south side from 7:00 AM to 10:00 AM from a point 150 feet east of Elmhurst Road to Emerson Street
4. Parking is prohibited within 30' of a stop bar.
5. Parking is prohibited between 2:00 A.M. and 6:00 A.M. on all Village streets.
6. The speed limit is 25 mph.

Current Layout:

1. Sha Bonee Trail is 22' wide.
2. West of IL Route 83 the parking lot for St. Raymond's Church and School has a driveway to Sha Bonee Trail.
3. East of IL Route 83 there is an alley for multi family homes connected to Sha Bonee Trail.
4. The intersection of Sha Bonee Trail and IL Route 83 (Elmhurst Road) is stopped controlled on Sha Bonee Trail only.
5. The approaches to IL Route 83 on Sha Bonee Trail are concrete pavement with a striped double centerline. The rest of Shabonee Trail is asphalt without a centerline. This transition is about 55' east and west of the stop bars on Sha Bonee Trail. The existing parking regulations do not line up with this transition.

Current Traffic:
Conditions:

1. When vehicles park near the intersection of IL Route 83 (Elmhurst Road) and Sha Bonee Trail, only one direction of vehicle traffic can pass at a time due to the narrow roadway width.
2. When a large amount of vehicles leave the parking lot at one time, traffic gets congested on Sha Bonee Trail, making turning off IL Route 83 onto Sha Bonee Trail difficult. While there is no parking on the south side of Sha Bonee Trail on Sundays, traffic also exits the parking lot due to the school.
3. Pedestrians also access the parking lot off Sha Bonee Trail, increasing safety issues at this location.
4. On the east side of IL Route 83 there were no observed traffic issue due to the current signing, but the Village Code does not match the sign location on the street.

Resident Survey:

Residents on Sha Bonee Trail adjacent to the proposed parking changes were sent a Resident Information Bulletin describing the proposed parking changes on Sha Bonee Trail and were invited to attend the Transportation Safety Commission Meeting. No comments were received.

Proposed
Changes:

Staff proposes the following changes to parking regulations on Sha Bonee Trail.

East of IL Route 83

- Extend the no parking zones on the north and south sides of Sha Bonee Trail to be 60' east of IL Route 83, up from 50' east. This matches the concrete and asphalt transition in the street.
- Extend the weekday parking restrictions on the north and south sides of Sha Bonee Trail to start 60' east of IL Route 83 instead of the current 150' east of IL Route 83. This will match the pavement transition and is near where the parking restriction signs are currently placed.

West of IL Route 83

- Enact a no parking zone on the south side of Sha Bonee Trail from IL Route 83 to 60' west of IL Route 83. This matches the concrete and asphalt transition in the street and will provide additional room for vehicles queuing to enter IL Route 83 from Sha Bonee Trail.

Recommendation: Due to traffic congestion on Sha Bonee Trail relating to the parking lot exit, inconsistencies between signage on the street and the Village Code, and misalignment of current parking restriction signs and the pavement transition/pavement striping, Staff recommends parking changes on Sha Bonee Trail near the intersection with IL Route 83 (Elmhurst Road).

Recommendation: Prohibit parking at all times on the south side of Sha Bonee Trail from IL Route 83 (Elmhurst Road) to 60' west of IL Route 83 (Elmhurst Road).

Prohibit parking at all times on the north on south sides of Sha Bonee Trail from IL Route 83 (Elmhurst Road) to 60' east of IL Route 83 (Elmhurst Road).

Prohibit parking from 3:00 PM to 6:00 PM except Saturdays, Sundays, and Holidays on the north side of Sha Bonee Trail from a point 60' east of IL Route 83 (Elmhurst Road) to Emerson Street.

Prohibit parking from 7:00 AM to 10:00 AM except Saturdays, Sundays and Holidays on the south side of Sha Bonee Trail from a point 60' east of IL Route 83 (Elmhurst Road) to Emerson Street.

Discussion: There was no discussion on the topic.

Motion: Commissioner NejdI motioned to approve the recommended changes to parking regulations on Sha Bonee Trail as described above. Commissioner DeAragon seconded the motion.

The motion was approved by a vote of 6-0.

C. Friendly Neighborhoods Streets Program and Traffic Studies Update

Staff Liaison Foresman provided updates to the Commission on the following studies that had petitions submitted as part of the Friendly Neighborhood Streets Program:

Friendly Neighborhood Streets Program locations where the study is moving forward:

- 0 – 100 Block of Audrey Lane
 - Expanded to include Hatlen Lane, Connie Lane and part of Bonita Avenue
- 600 – 700 Blocks of S. William Street
 - Expanded to include S. William Street from Prospect Avenue to Golf Road

Friendly Neighborhood Streets Program locations that did not meet minimum criteria and are not moving forward:

- 100 – 200 Blocks of Hi Lusi Avenue
- 0 Block of N. Edward Street
 - Edward Street to be included in larger neighborhood traffic study

Friendly Neighborhood Streets Program locations to be further studied

- 1300 – 1400 Blocks of Fern Drive
 - The traffic counts at this location were inconsistent day to day
 - Staff intends to recount the street in the spring

Staff Liaison Foresman indicated that public outreach would soon go out for the two studies that are moving forward. The Village is currently finalizing the project websites and looking into ways to add a comment form directly to the website to make submitting feedback easier for residents.

At the conclusion of the presentation there was a discussion on the Audrey Lane study. Many audience members spoke during the discussion, including Mayor Hoefert, Trustee Dante and resident Vito LiRosi who submitted the petition for traffic calming on Audrey Lane. Other residents from Audrey Lane also participated in the discussion. Below are some of the key items discussed:

- Reiteration of concerns on Audrey Lane and Connie Lane relating to the following:
 - Vehicle speed
 - Number of vehicles
 - Cut through traffic
 - Vehicles ignoring stop signs
- Discussion of No Thru Traffic Signs
 - Representative Mavraganis indicated the signs are not enforceable due to them not being in the Village Code
 - Defining “Thru” traffic is difficult making writing an ordinance or any enforcement difficult to implement
 - Audrey Lane is a public street, meaning access to it should not be restricted based on where a motorists lives
- Discussion on Police Enforcement
 - Residents questioned the thresholds the Police Department uses to determine when to write speeding citations
 - Representative Mavraganis indicated there is no set speed threshold, but it is up to the officers judgement. In general, police officers have had issues with Cook County Judges when tickets are written for speeds less than 10 miles per hour over the speed limit. Generally, police officers will not stop vehicles at those speeds.
- Discussion on the Friendly Neighborhood Street Program process
 - Mr. LiRosi had the following concerns relating to the program:
 - Discrepancies between traffic counts presented to the Village Board and traffic counts on the 0 block of South Audrey
 - Liaison Foresman indicated Staff presented the Village Board with a compassion in traffic counts over time on Audrey Lane. Historical traffic counts occurred at the 100 block of South Audrey Lane, therefore they were compared with current counts on that block. All recent traffic counts, including both the 0 and 100 blocks of South Audrey Lane, will be considered with the current study.
 - Concerns over how the Village collects traffic data
 - Liaison Foresman explained the Village uses pneumatic tube traffic counters that are standard practice and have provided consistent results over the last 30 years. By using the same traffic counters, Staff is able to reliably compare traffic counts

on different streets and evaluate traffic conditions over time on streets. Any minor errors that may exist using pneumatic tube counters are repeated in all traffic counts allowing for accurate comparisons. Further, the Friendly Neighborhood Streets Program was set up with the expectation that pneumatic traffic counters would be used. The minimum criteria thresholds were selected to allow the Village to address the next “worse” streets when it comes to traffic issues.

- Trustee Dante asked for a timeline for the study moving forward
 - Liaison Foresman indicated Staff is currently working on the project web page and public outreach materials. Residents should receive an introductory letter within the next couple of weeks.
 - A public meeting is expected during the first quarter of 2025.
 - If traffic calming measures are supported by the neighborhood and the Commission, Staff anticipates finalizing a plan in 2025. A construction schedule will be based on available funding.

COMMISSION ISSUES

None.

ADJOURNMENT

With no further business to discuss, the Transportation Safety Commission voted 6-0 to adjourn at 8:30 p.m. upon the motion of Commissioner Nejd. Commissioner DeAragon seconded the motion.

Respectfully submitted,



Luke Foresman, P.E.
Project Engineer



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE AMENDING CHAPTER 18, "TRAFFIC" IN THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance will revise parking prohibitions on Sha Bonee Trail near the intersection with Illinois Route 83 (Elmhurst Road).
Meeting	December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	NA
Budget Source	NA
Category	CONSENT AGENDA
Type	Ordinance

Information

The Transportation Safety Commission transmits their recommendation to make the following changes to parking regulations on Sha Bonee Trail near the intersection with Illinois Route 83 (Elmhurst Road):

East of IL Route 83

- Extend the existing no parking zone on the north and south sides of Sha Bonee Trail east of IL Route 83 from 50' to 60'. Matching the concrete and asphalt transition in the street and the length of the double yellow centerline marking.
- Extend the existing weekday parking restrictions on the north and south sides of Sha Bonee Trail to begin 60' east of IL Route 83 instead of the current 150' east of IL Route 83 to Emerson Street. This will align with the proposed no parking zone described above.

West of IL Route 83

- Enact a no parking zone on the south side of Sha Bonee Trail from IL Route 83 to a point 60' west. Matching the concrete and asphalt transition in the street and the length of the double yellow centerline marking.

A resident reached out to Public Works concerning congestion issues from vehicles parking on the south side of Sha Bonee Trail west of the intersection with IL Route 83, especially when vehicles are exiting the St. Raymond parking lot. Staff reviewed the concern and determined that enacting a no parking zone on the south side of Sha Bonee Trail would address the issue. Parking on the north side of Sha Bonee Trail is currently prohibited per Village Code.

Additionally, Staff reviewed other existing parking regulations on Sha Bonee Trail near the

intersection with Illinois Route 83 and found discrepancies between signage on the street and Village Code. Staff recommends adjusting the Village Code to match street conditions. By implementing these changes, parking regulations will be consistent on Sha Bonee Trail near the intersection of IL Route 83.

Discussion

Residents along Sha Bonee Trail adjacent to the proposed parking changes were sent a notification showing the proposed changes and requesting input. No comments were received.

The issue was presented to the Transportation Safety Commission at their November 11, 2024, meeting. The Commission supported the parking changes.

By a vote of 6-0, the Transportation Safety Commission recommends approving the following:

- Prohibit parking at all times on the south side of Sha Bonee Trail from IL Route 83 (Elmhurst Road) to a point 60' west.
- Prohibit parking at all times on the north and south sides of Sha Bonee Trail from IL Route 83 (Elmhurst Road) to a point 60' east.
- Prohibit parking from 3:00 PM to 6:00 PM except Saturdays, Sundays, and holidays on the north side of Sha Bonee Trail from a point 60' east of IL Route 83 (Elmhurst Road) to Emerson Street.
- Prohibit parking from 7:00 AM to 10:00 AM except Saturdays, Sundays and holidays on the south side of Sha Bonee Trail from a point 60' east of IL Route 83 (Elmhurst Road) to Emerson Street.

Alternatives

1. Adopt an ordinance modifying parking regulations on Sha Bonee Trail.
2. Action at the direction of the Village board.

Staff Recommendation

Staff concurs with the recommendation of the Transportation Safety Commission. The Transportation Safety Commission recommends the Village Board enact an ordinance modifying parking regulations on Sha Bonee Trail.

Attachments

1. Location Map
2. Ordinance
3. TSC Meeting Minutes

PARKING LEGEND

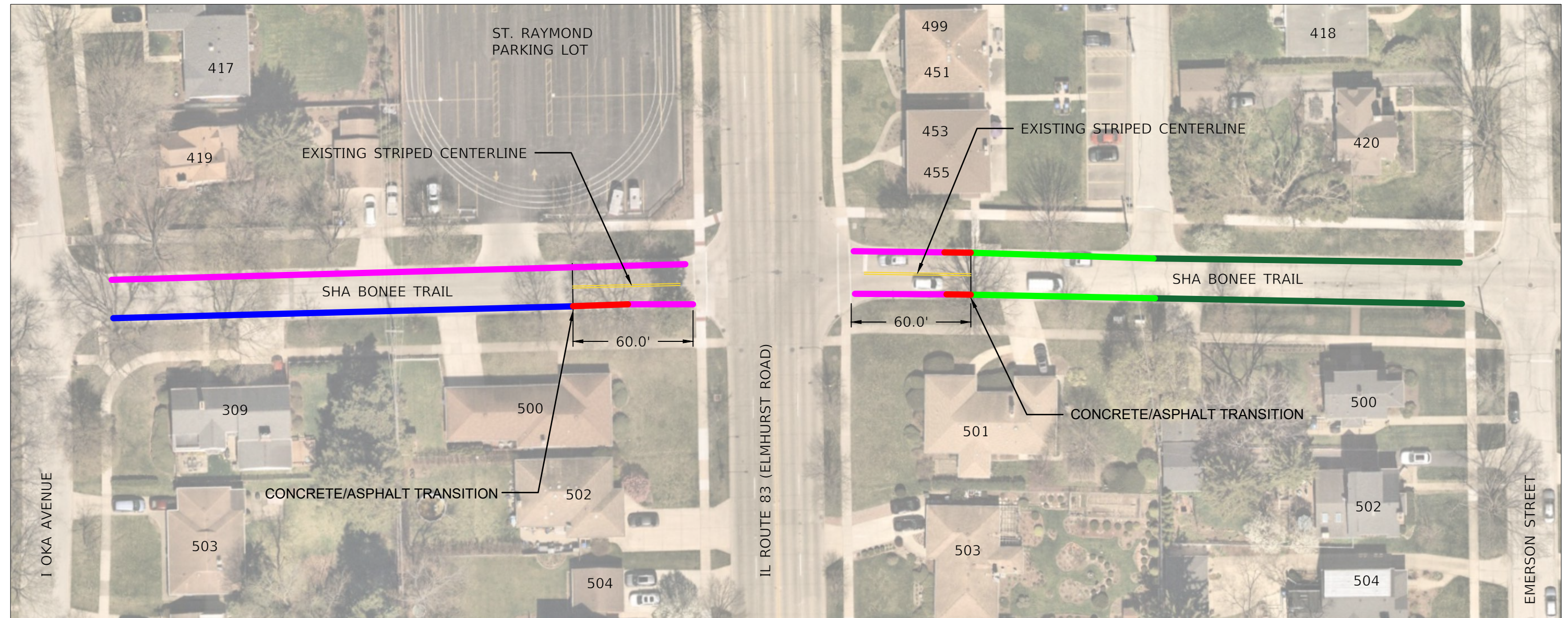
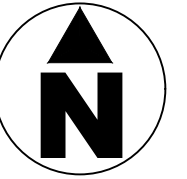
EXISTING NO PARKING
ANY TIME

EXISTING NO PARKING
ON SUNDAYS

EXISTING WEEKDAY PARKING RESTRICTIONS

PROPOSED NO PARKING
ANY TIME

PROPOSED WEEKDAY PARKING RESTRICTIONS



USER NAME	= LJF
PLOT SCALE	=
PLOT DATE	= 11/5/2024

DESIGNED - LJF
DRAW - LJF
CHECKED - MPL
DATE - 11/5/2024

REVISED	-
REVISED	-
REVISED	-
REVISED	-

VILLAGE OF MOUNT PROSPECTSHA BONEE TRAIL
PARKING EXHIBIT

SCALE: 1:50	SHEET 1	OF	1 SHEETS	AT IL ROUTE 83
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	1	1
		CONTRACT NO. N/A		
	ILLINOIS			

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 18,
'TRAFFIC' 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 Section 18.2006, "SCHEDULE VI – "NO PARKING ANYTIME," of Chapter 18, "Traffic," of the Village Code, as amended, is further amended by repealing the following:

<u>"Name of Street"</u>	<u>Side of Street</u>	<u>Description</u>
Sha Bonee Tr.	North and south	The first 50' east of Illinois Rte. 83"

SECTION TWO: That Section 18.2006, "SCHEDULE VI – "NO PARKING ANYTIME," of Chapter 18, "Traffic," of the Village Code, as amended, is further amended by inserting the following:

<u>"Name of Street"</u>	<u>Side of Street</u>	<u>Description</u>
Sha Bonee Tr.	South	The first 60' west of Illinois Rte. 83
Sha Bonee Tr.	North and south	The first 60' east of Illinois Rte. 83"

SECTION THREE: That Section 18.2006, "SCHEDULE VII – "WEEKDAY PARKING," of Chapter 18, "Traffic," of the Village Code, as amended, is further amended by repealing the following:

<u>"Name of Street"</u>	<u>Side of Street</u>	<u>Hours Prohibited</u>	<u>Description</u>
Sha Bonee Tr.	North	3:00 P.M. to 6:00 P.M.	From a point 150' east of Elmhurst Rd. to Emerson St.
Sha Bonee Tr.	South	7:00 A.M. to 10:00 A.M.	From a point 150' east of Elmhurst Rd. to Emerson St."

SECTION FOUR: That Section 18.2006, "SCHEDULE VII – "WEEKDAY PARKING," of Chapter 18, "Traffic," of the Village Code, as amended, is further amended by inserting the following:

<u>"Name of Street"</u>	<u>Side of Street</u>	<u>Hours Prohibited</u>	<u>Description</u>
Sha Bonee Tr.	North	3:00 P.M. to 6:00 P.M.	From a point 60' east of Elmhurst Rd. to Emerson St.
Sha Bonee Tr.	South	7:00 A.M. to 10:00 A.M.	From a point 60' east of Elmhurst Rd. to Emerson St."

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this 3rd day of December, 2024.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk

MAYOR
Paul Wm. Hoefert

TRUSTEES
Vincent J. Dante
Agostino Filippone
Terri Gens
William A. Grossi
John Matuszak
Colleen E. Saccotelli



VILLAGE MANAGER
Michael J. Cassady

DIRECTOR OF PUBLIC WORKS
Sean Dorsey

Phone: 847/870-5640
Fax: 847/253-9377
www.mountprospect.org

Village of Mount Prospect Public Works

1700 W. Central Road, Mount Prospect, Illinois 60056

DRAFT MINUTES OF THE MOUNT PROSPECT TRANSPORTATION SAFETY COMMISSION

CALL TO ORDER

The meeting of the Mount Prospect Transportation Safety Commission was called to order at 7:00 p.m. on Monday, November 11, 2024.

ROLL CALL

Present upon roll call:	Justin Kuehlthau	Chairman
	Tina DeAragon	Commissioner
	Jeffrey Nejd	Commissioner
	Joespeh Vena	Fire Department Representative
	Nicholas Mavraganis	Police Department Representative
	Scott Moe	Public Works Department Representative
	Luke Foresman	Project Engineer – Staff Liaison

Absent:	Christopher Prosperi	Vice Chairman
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Others in Attendance:	Rick McNolty	Resident	1908 Connie Lane
	Ron & Gayle Swier	Resident	120 Audrey Lane
	Vito LiRosi	Resident	17 Audrey Lane
	Vince Dante	Trustee	406 S Deborah Lane
	Jose DeChoudens	Resident	7 Audre Lane
	Charles Lowry	Resident	813 W Dresser Lane
	Paul Hoefert	Mayor	304 E. Evergreen Avenue
	B-L Pellicore	Resident	112 S Owen Street

APPROVAL OF MINUTES

Chairman Kuehlthau, seconded by Commissioner DeAragon, moved to approve the minutes of the regular meeting of the Transportation Safety Commission held on October 14, 2024. The minutes were approved by a vote of 6-0.

CITIZENS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

A: Circle Drive and Frost Drive One-Way Designation

Staff Liaison Foresman presented the following regarding the one-way designation near Robert Frost School:

- Request: Change the time frames for one-way traffic on Circle Drive and Frost Drive to better match school drop off and pick up times.
- Requested By: Resident
- Public Notice: Residents on Circle Drive were mailed a Resident Information Bulletin describing the proposed changes on 10/24/2024.
- Current Traffic Regulations:
1. 18.2003: Schedule III – One-Way Streets
Circle Dr. – Southbound – Btw. Frost Dr. and Cottonwood Ln. (school days btw. 8:30 A.M. to 9:30 A.M. and 3 P.M. to 4 P.M.)
Frost Dr. – Westbound – Btw. Cypress Dr. and Circle Dr. (school days btw. 8:30 A.M. to 9:30 A.M. and 3 P.M. to 4 P.M.)
 2. Parking is prohibited between 2:00 A.M. and 6:00 A.M. on all Village streets.
 3. The speed limit is 25 mph.
- Current Layout:
1. Circle Drive and Frost Drive are 24' wide.
 2. Frost Drive is an east-west street that connects directly to Circle Drive, a north-south street.
 3. Sidewalk is present on both sides of Circle Drive and on the north side of Frost Drive.
- Current Traffic Conditions:
1. Circle Drive is a primary pedestrian access route to the school from the south. Pedestrian refuge islands were installed a few years ago at the intersection of Circle Drive and Cottonwood Lane to increase pedestrian safety for pedestrians using this route to school.
 2. Busses use Frost Drive during both pick up and drop off times. They park along the north side of Frost Drive. When they are parked, there is not enough room remaining on Frost Drive for two-way traffic.
 3. During pick-up times, school staff use cones to block traffic on Frost Drive completely while students are loaded into the busses.

Concerns:

The existing time designations for one-way traffic do not line up with school times:

- Existing one-way designation is from 8:30 AM to 9:30 AM and 3:00 PM to 4:00 PM on all school days.
- Current school hours are from 8:45 AM to 3:35 PM Monday, Tuesday, Thursday and Friday and 8:45 AM to 2:35 PM on Wednesday

Based on observations described below, removing the one-way designation would increase congestion and safety issues at the intersection of Frost Drive and Cypress Street. This would cause pedestrians to have to consider vehicles traveling eastbound on Frost Drive and would be another conflict point between vehicles and pedestrians during drop-off and pick-up.

Observations:

Public Works Staff observed traffic during drop-off and pick-up times on Friday 10/4/2024 – The weather was pleasant. Below are staff observations:

- There is no long drop-off or pick-up line. In the morning there is a kiss and go spot. In the afternoon, most parents who drove to pick up students parked around the school or in the neighborhood and walked to the designated pick-up areas
- Busses in the morning arrived between 8:25 AM and 8:35 AM. They dropped off the students and left immediately
- Lots of students and parents cross Frost Drive at the intersection with Cypress Drive
- The area around the school was busy by 8:20 AM and most traffic was gone by 8:50 AM
- During pick-up, parents start arriving and parking around the school starting at 3:00 PM
- Congestion was observed at the intersection of Cypress Drive and Eva Lane
- Busses arrived at 3:30 PM. Once the busses parked, cones were put out to block Frost Drive completely
- Busses left by 3:50 PM
- The lack of a pick-up queue seemed to help with traffic conditions compared to other schools in the area. While the streets were congested with parking on both sides of the street, vehicles were navigating slowly around the school
- Crossing guards were present on Cypress Drive at Eva lane and Frost Drive

Resident Survey:

Residents on Circle Drive and the school were sent a Resident Information Bulletin describing the proposed timing changes for the one-way designation on Circle Drive and Frost Drive and were invited to attend the Transportation Safety Commission Meeting. No comments were received.

School Input:

Public Works Staff talked to the school principal and she indicated she was in favor of keeping the one-way designation on Frost Drive and Circle Drive due to bus usage and agreed with the timing changes. She indicated there was not other major traffic issues around the school.

Recommendation: The one-way designation time frames on Frost Drive and Circle Drive no longer align with the school times. Staff recommends the Village Code be updated and existing signs replaced to reflect current school hours. Staff considered the effect removing the one-way designation would have and determined it would increase traffic and safety issues at the intersection of Cypress Drive and Frost Drive. Therefore, Staff recommends keeping the one-way designation on Frost Drive and Circle Drive.

Recommendation: Adjust the one-way street designation for Circle Drive and Frost Drive to better match school hours. One-way designation shall be for not more than one hour each during both drop-off and pick-up times on all school days as signed.

This recommendation will allow Staff to adjust one-way designation times in the future should the school hours change without having to revise the Village Code again.

Discussion: There was no discussion on the topic.

Motion: Chairman Kuehlthau motioned to approve the recommendation to adjust the one-way designation for Circle Drive and Frost Drive to better match school hours. One-way designation shall be for not more than one hour each during drop-off and pick-up times on all school days as signed. Commissioner NejdI seconded the motion.

The motion was approved by a vote of 6-0.

B. Sha Bonee Trail Parking

Staff Liaison Foresman presented the following regarding parking regulations on Sha Bonee Trail near the intersection with IL Route 83 (Elmhurst Road):

Request: Change parking restrictions on Sha Bonee Trail at the intersection with IL Route 83 (Elmhurst Road) to address traffic issues.

Requested By: Resident

Public Notice: Residents on Sha Bonee Trail adjacent to the proposed parking changes were mailed a Resident Information Bulletin describing the proposed changes on 10/24/2024.

Current Traffic Regulations:

1. 18.2006: Schedule VI – No Parking Any Time
Sha Bonee Trail north side between Illinois Route 83 and I-Oka Avenue
Sha Bonee Trail north and south sides for the first 50 feet east of Illinois Route 83
2. 18.2007: Schedule VII – Sunday Parking
Sha Bonee Trail south side from 6:30 AM to 1:30 PM Between I-Oka Avenue and Illinois Route 83

3. 18.2008: Schedule VIII – Weekday Parking
Sha Bonee Trail north side from 3:00 PM to 6:00 PM from a point 150 feet east of Elmhurst Road to Emerson Street
Sha Bonee Trail south side from 7:00 AM to 10:00 AM from a point 150 feet east of Elmhurst Road to Emerson Street
4. Parking is prohibited within 30' of a stop bar.
5. Parking is prohibited between 2:00 A.M. and 6:00 A.M. on all Village streets.
6. The speed limit is 25 mph.

Current Layout:

1. Sha Bonee Trail is 22' wide.
2. West of IL Route 83 the parking lot for St. Raymond's Church and School has a driveway to Sha Bonee Trail.
3. East of IL Route 83 there is an alley for multi family homes connected to Sha Bonee Trail.
4. The intersection of Sha Bonee Trail and IL Route 83 (Elmhurst Road) is stopped controlled on Sha Bonee Trail only.
5. The approaches to IL Route 83 on Sha Bonee Trail are concrete pavement with a striped double centerline. The rest of Shabonee Trail is asphalt without a centerline. This transition is about 55' east and west of the stop bars on Sha Bonee Trail. The existing parking regulations do not line up with this transition.

Current Traffic:
Conditions:

1. When vehicles park near the intersection of IL Route 83 (Elmhurst Road) and Sha Bonee Trail, only one direction of vehicle traffic can pass at a time due to the narrow roadway width.
2. When a large amount of vehicles leave the parking lot at one time, traffic gets congested on Sha Bonee Trail, making turning off IL Route 83 onto Sha Bonee Trail difficult. While there is no parking on the south side of Sha Bonee Trail on Sundays, traffic also exits the parking lot due to the school.
3. Pedestrians also access the parking lot off Sha Bonee Trail, increasing safety issues at this location.
4. On the east side of IL Route 83 there were no observed traffic issue due to the current signing, but the Village Code does not match the sign location on the street.

Resident Survey:

Residents on Sha Bonee Trail adjacent to the proposed parking changes were sent a Resident Information Bulletin describing the proposed parking changes on Sha Bonee Trail and were invited to attend the Transportation Safety Commission Meeting. No comments were received.

Proposed
Changes:

Staff proposes the following changes to parking regulations on Sha Bonee Trail.

East of IL Route 83

- Extend the no parking zones on the north and south sides of Sha Bonee Trail to be 60' east of IL Route 83, up from 50' east. This matches the concrete and asphalt transition in the street.
- Extend the weekday parking restrictions on the north and south sides of Sha Bonee Trail to start 60' east of IL Route 83 instead of the current 150' east of IL Route 83. This will match the pavement transition and is near where the parking restriction signs are currently placed.

West of IL Route 83

- Enact a no parking zone on the south side of Sha Bonee Trail from IL Route 83 to 60' west of IL Route 83. This matches the concrete and asphalt transition in the street and will provide additional room for vehicles queuing to enter IL Route 83 from Sha Bonee Trail.

Recommendation: Due to traffic congestion on Sha Bonee Trail relating to the parking lot exit, inconsistencies between signage on the street and the Village Code, and misalignment of current parking restriction signs and the pavement transition/pavement striping, Staff recommends parking changes on Sha Bonee Trail near the intersection with IL Route 83 (Elmhurst Road).

Recommendation: Prohibit parking at all times on the south side of Sha Bonee Trail from IL Route 83 (Elmhurst Road) to 60' west of IL Route 83 (Elmhurst Road).

Prohibit parking at all times on the north on south sides of Sha Bonee Trail from IL Route 83 (Elmhurst Road) to 60' east of IL Route 83 (Elmhurst Road).

Prohibit parking from 3:00 PM to 6:00 PM except Saturdays, Sundays, and Holidays on the north side of Sha Bonee Trail from a point 60' east of IL Route 83 (Elmhurst Road) to Emerson Street.

Prohibit parking from 7:00 AM to 10:00 AM except Saturdays, Sundays and Holidays on the south side of Sha Bonee Trail from a point 60' east of IL Route 83 (Elmhurst Road) to Emerson Street.

Discussion: There was no discussion on the topic.

Motion: Commissioner NejdI motioned to approve the recommended changes to parking regulations on Sha Bonee Trail as described above. Commissioner DeAragon seconded the motion.

The motion was approved by a vote of 6-0.

C. Friendly Neighborhoods Streets Program and Traffic Studies Update

Staff Liaison Foresman provided updates to the Commission on the following studies that had petitions submitted as part of the Friendly Neighborhood Streets Program:

Friendly Neighborhood Streets Program locations where the study is moving forward:

- 0 – 100 Block of Audrey Lane
 - Expanded to include Hatlen Lane, Connie Lane and part of Bonita Avenue
- 600 – 700 Blocks of S. William Street
 - Expanded to include S. William Street from Prospect Avenue to Golf Road

Friendly Neighborhood Streets Program locations that did not meet minimum criteria and are not moving forward:

- 100 – 200 Blocks of Hi Lusi Avenue
- 0 Block of N. Edward Street
 - Edward Street to be included in larger neighborhood traffic study

Friendly Neighborhood Streets Program locations to be further studied

- 1300 – 1400 Blocks of Fern Drive
 - The traffic counts at this location were inconsistent day to day
 - Staff intends to recount the street in the spring

Staff Liaison Foresman indicated that public outreach would soon go out for the two studies that are moving forward. The Village is currently finalizing the project websites and looking into ways to add a comment form directly to the website to make submitting feedback easier for residents.

At the conclusion of the presentation there was a discussion on the Audrey Lane study. Many audience members spoke during the discussion, including Mayor Hoefert, Trustee Dante and resident Vito LiRosi who submitted the petition for traffic calming on Audrey Lane. Other residents from Audrey Lane also participated in the discussion. Below are some of the key items discussed:

- Reiteration of concerns on Audrey Lane and Connie Lane relating to the following:
 - Vehicle speed
 - Number of vehicles
 - Cut through traffic
 - Vehicles ignoring stop signs
- Discussion of No Thru Traffic Signs
 - Representative Mavraganis indicated the signs are not enforceable due to them not being in the Village Code
 - Defining “Thru” traffic is difficult making writing an ordinance or any enforcement difficult to implement
 - Audrey Lane is a public street, meaning access to it should not be restricted based on where a motorists lives
- Discussion on Police Enforcement
 - Residents questioned the thresholds the Police Department uses to determine when to write speeding citations
 - Representative Mavraganis indicated there is no set speed threshold, but it is up to the officers judgement. In general, police officers have had issues with Cook County Judges when tickets are written for speeds less than 10 miles per hour over the speed limit. Generally, police officers will not stop vehicles at those speeds.
- Discussion on the Friendly Neighborhood Street Program process
 - Mr. LiRosi had the following concerns relating to the program:
 - Discrepancies between traffic counts presented to the Village Board and traffic counts on the 0 block of South Audrey
 - Liaison Foresman indicated Staff presented the Village Board with a compassion in traffic counts over time on Audrey Lane. Historical traffic counts occurred at the 100 block of South Audrey Lane, therefore they were compared with current counts on that block. All recent traffic counts, including both the 0 and 100 blocks of South Audrey Lane, will be considered with the current study.
 - Concerns over how the Village collects traffic data
 - Liaison Foresman explained the Village uses pneumatic tube traffic counters that are standard practice and have provided consistent results over the last 30 years. By using the same traffic counters, Staff is able to reliably compare traffic counts

on different streets and evaluate traffic conditions over time on streets. Any minor errors that may exist using pneumatic tube counters are repeated in all traffic counts allowing for accurate comparisons. Further, the Friendly Neighborhood Streets Program was set up with the expectation that pneumatic traffic counters would be used. The minimum criteria thresholds were selected to allow the Village to address the next “worse” streets when it comes to traffic issues.

- Trustee Dante asked for a timeline for the study moving forward
 - Liaison Foresman indicated Staff is currently working on the project web page and public outreach materials. Residents should receive an introductory letter within the next couple of weeks.
 - A public meeting is expected during the first quarter of 2025.
 - If traffic calming measures are supported by the neighborhood and the Commission, Staff anticipates finalizing a plan in 2025. A construction schedule will be based on available funding.

COMMISSION ISSUES

None.

ADJOURNMENT

With no further business to discuss, the Transportation Safety Commission voted 6-0 to adjourn at 8:30 p.m. upon the motion of Commissioner Nejd. Commissioner DeAragon seconded the motion.

Respectfully submitted,



Luke Foresman, P.E.
Project Engineer



Item Cover Page

Subject	Motion to accept the proposal from Tradebe Environmental Services, LLC of Merrillville, IN, for 2024 Household Hazardous Waste Collection Events for an amount not to exceed \$112,540.
Meeting	December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	\$112,540
Budget Source	Refuse Disposal Fund
Category	CONSENT AGENDA
Type	Action Item

Information

Potentially harmful materials are often stockpiled in basements, garages, closets, and other storage areas because of disposal restrictions. The Village Board recognizes the need for environmentally sound management of such waste and supports the hosting of household hazardous waste collection events exclusively for Mount Prospect residents.

The Village successfully hosted biannual by-appointment-only household hazardous waste collection events from 2019 to 2024. Over 5,000 Mount Prospect households have participated in these events.

Request for Proposals (RFPs)

Staff solicited proposals from six environmental companies to provide OSHA/Hazardous Materials trained personnel for the segregation, packing, disposal, and transportation of household hazardous waste (HHW) in compliance with Illinois Environmental Protection Agency standards and guidelines. These services are required to support the operation of two one-day household hazardous waste collection events in Mount Prospect. A copy of this RFP is enclosed as Attachment A.

Discussion

RFP Results

Two technical proposals were received. Each proposal was evaluated based on the company's background, relevant project experience, proposed services and scope of work, schedule, work effort, and overall proposal content. A point ranking (total points = 100) was assigned to each criterion. Table 1 below summarizes this analysis:

Table 1 - Company Rankings

Category	Max. Points	Tradebe	Republic Services
Background	20	18	17

Experience	20	20	18
Scope	25	25	23
Schedule	15	15	15
Work Effort	10	10	7
Content	10	10	8
Totals:	100	98	88

The proposals indicated that all participating environmental companies were qualified to perform the specified work. Both companies demonstrated adequate experience and had appropriately trained staff to host a successful one-day household hazardous waste collection event. The evaluation scores were closely distributed.

Staff conducted interviews with both companies to ensure they had a thorough understanding of the project scope and the Village's expectations for hosting the household hazardous waste collection events.

The highest-rated company was Tradebe Environmental Services, LLC of Merrillville, Indiana. Tradebe's proposal included ample references for successful similar events, and all reference checks indicated the firm performed well. With over thirty years of experience in the collection, treatment, recycling, and disposal of hazardous and non-hazardous waste, Tradebe is highly qualified.

Tradebe has provided logistics, material handling, and disposal services for the Village's HHW events since 2018. They offered sufficient resources, well-trained staff, and well-organized operations. Staff believes the firm is well-qualified to provide the requested services.

Each environmental company was asked to submit a two-part cost proposal. Table 2 outlines the first component: mobilization (fixed) costs. These costs include expenses related to the estimated volume of cars, equipment, supplies, personnel, setup, operations, transportation, and non-hazardous waste disposal (including packaging, empty containers from participants, and waste from event operations).

Table 2 - Mobilization (Fixed) Costs

Vehicle Range	Tradebe	Republic Services
Under 200 vehicles	\$7,842.00	\$30,000.00
200-400 vehicles	\$15,923.00	\$32,000.00
400-600 vehicles	\$18,277.00	\$45,600.00
600-800 vehicles	\$19,694.00	\$52,000.00
800-1000 vehicles	\$20,703.00	\$60,000.00
1000-1200 vehicles	\$25,117.00	\$84,000.00
1200-1400 vehicles	\$26,827.00	\$95,200.00

Table 3 illustrates component two (2); variable disposal costs. Variable disposal costs are made up of units of measure and type of material. Table 3 below represents typical waste streams and the average quantity collected at a one-day HHW event servicing 400-600 vehicles. Costs for other waste streams are not listed in the table below but are provided in each cost proposal.

Table 3 - Disposal (Variable) Cost Sheet

TYPICAL WASTE STREAMS	UNIT TYPE	AVERAGE QUANTITY	TRADEBE	REPUBLIC SERVICES
AEROSOLS PESTICIDES & POISONS	15-GAL DRUM	1	\$125.00	\$25.00
AEROSOLS PESTICIDES & POISONS	CY BOXES	4	\$3,300.00	\$2,160.00
ANTIFREEZE	55-GAL DRUM	2	\$180.00	\$150.00
ANTIFREEZE	30-GAL DRUM	1	\$85.00	\$55.00
CORROSIVE ACIDS	55-GAL DRUM	3	\$774.00	\$1,050.00
FLAMMABLE LIQUIDS	55-GAL DRUM	20	\$3,100.00	\$1,800.00
FLAMMABLE LIQUIDS/SOLVENTS BULKED	55-GAL DRUM	3	\$705.00	\$660.00
LATEX PAINT LP	55-GAL DRUM	15	\$3,750.00	\$1,500.00
LATEX PAINT LP	CY BOXES	15	\$8,775.00	\$6,000.00
MERCURY	5-GAL DRUM	2	\$652.00	\$700.00
OIL BASED PAINT	55-GAL DRUM	16	\$2,480.00	\$1,440.00
OXIDIZERS-LIQUIDS LP	30-GAL DRUM	3	\$1,128.00	\$1,590.00
TOXIC LIQUIDS	55-GAL DRUM	6	\$2,850.00	\$6,300.00
TOXIC/POISON SOLIDS LP	55-GAL DRUM	6	\$2,850.00	\$6,300.00
TOTAL DISPOSAL (VARIABLE) COSTS			\$30,754.00	\$29,730.00

Table 4 - Total Cost, Fixed +Variable for 400 - 600 Vehicle Event

Vehicle Range	Tradebe	Republic Services
400-600 Vehicles	\$49,031.00	\$75,330.00

Staff recommends awarding the contract in an amount not to exceed \$112,540, which is the amount of funds currently budgeted. The total cost estimate for a single one-day HHW event (up to 600 vehicles) is \$49,031.00 in disposal/recycling costs. The approximate cost to host two to three one-day events is \$98,062.00 to \$147,093.00 Flexibility does exist in the contract

allowing staff to make determinations on the size of the event after the contract is signed. If the first two events see low participation or volumes, staff can adjust and host a larger third event. Conversely, if the first or second event collects larger volumes than expected, the third event could be reduced in scope to meet budget demands.

Alternatives

1. Accept Tradebe Environmental Services, LLC,'s proposal to host up to three one-day household hazardous waste collection events.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends that the Village Board accept the proposal for Household Hazardous Waste Collection as submitted by Tradebe Environmental Services, LLC, of Merrillville, Indiana for an amount not to exceed \$112,540.

Attachments

1. TRADEBE - Mt. Prospect IL HHW Proposal 2025

Tradebe Proposal For:



2025 Household Hazardous Waste Collection

Due: Friday, October 25th, 2024

Submitted By:



Tradebe Environmental Services, LLC
1433 E.83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242
Fax: (219) 769-6019
Email: usa.bids@Tradebe.com
URL: www.Tradebeusa.com

Persons of Contact

Operations Manager
Michael Schroader
(219) 688-9100
mike.schroader@tradebe.com

Proposal Manager
Nicholas Shumate
(470) 586-4638
nicholas.shumate@tradebe.com

October 25, 2024

Kristina Jakupovic
Administrative Superintendent
Mount Prospect Public Works Department
1700 W. Central Rd.
Mount Prospect, IL 60056

RE: 2024 Household Hazardous Waste Collection

Dear Ms. Jakupovic:

Tradebe Environmental Services, LLC (Tradebe) is pleased to submit this proposal to provide Household Hazardous Waste Collections, Recycling and Disposal for the Village of Mount Prospect.

We realize that the primary goal of these collections is to reduce the amount of hazardous waste discarded from homes. The potential for ground and surface water contamination, damage to solid waste and wastewater treatment operations, and injury to sanitation workers exist if these materials remain in municipal refuse. We have a shared understanding of the importance that these collections have in the protection of individual health, health of the environment, and the well-being of the community as a whole.

Tradebe understands that the successful Contractor will provide qualified personnel, supplies, and equipment to provide for the transportation and disposal of household hazardous waste and other support for the Village.

Tradebe has been in the waste industry for over forty (40) years, and through its Technical Services Division is one of the largest on-site providers of community-based household hazardous waste collection programs in the nation. In addition to managing household collection programs, we are also one of the nation's largest processors of household collection waste. If awarded the contract, Tradebe has the knowledge and experience to perform these services in full compliance with all EPA regulations and any other applicable Federal and State laws.

Tradebe has enjoyed servicing the Village of Mount Prospect over the past several years and feels it is the best-positioned environmental services company that can provide the Village with the most responsible, compliant, cost-effective, and environmentally friendly waste management services. Our devotion to customer service and our commitment to maintaining the highest ethical and professional standards make us stand out from our competitors.

We look forward to continuing a close relationship based on the safe and successful management of your waste.

Sincerely,

Curtis Russell

Curtis Russell
Director of Proposal Management
Phone: (708) 413-6128
Email: curtis.russell@tradebe.com

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A. Proposed Pricing

MOBILIZATION COSTS:

Vehicle Range	Unit Price
Under 200 vehicles	\$7,842.00
200 to 400 vehicles	\$15,923.00
400 to 600 vehicles	\$18,277.00
600 to 800 vehicles	\$19,694.00
800 to 1000 vehicles	\$20,703.00
1000 to 1200 vehicles	\$25,117.00
1200 to 1400 vehicles	\$26,827.00

DISPOSAL COST SHEET:

Waste Stream & Waste Management Method	Unit Cost					
	Per Pound Price. If quoted by the pound, then Minimum is on the right	5-Gal Drum	15-Gal Drum	30-Gal Drum	55-Gal Drum	Cubic Yard Box
Aerosols Paints & Solvents						
-Labpacked & Incinerated	\$2.15	\$75.00	\$145.00	\$185.00	\$305.00	\$825.00
-Emptied & Recycled	\$2.15	\$75.00	\$145.00	\$185.00	\$305.00	\$825.00
Aerosols Pesticides & Poisons:						
-Labpacked & Incinerated	\$2.15	\$75.00	\$145.00	\$185.00	\$305.00	\$825.00
Asbestos:						
- Landfilled		\$65.00	\$114.00	\$153.00	\$179.00	No Bid
Asbestos-Roofing Tar Liquids:						
- Landfilled	\$2.37	\$144.00	\$390.00	\$488.00	\$650.00	\$2,090.00
Batteries, Alkaline:						
- Drummed & Landfilled	\$1.08	\$57.00	\$97.00	\$30.00	\$137.00	No Bid
Batteries, Lithium:						
- Drummed & Recycled	\$6.01	\$57.00	\$97.00	No Bid	No Bid	No Bid
Batteries, Mercury:						
- Recycled	\$4.28	\$57.00	\$97.00	\$130.00	\$137.00	No Bid
Batteries, Nickel- Cadmium:						
-Recycled	\$1.72	\$57.00	\$97.00	\$130.00	\$137.00	No Bid
Batteries, Other Rechargeable:						
-Recycled	\$1.72	\$57.00	\$97.00	\$130.00	\$132.00	No Bid

Corrosives:						
-Aqueous Treated		\$80.00	\$161.00	\$ 219.00	\$258.00	No Bid
--Labpacked & Incinerated		\$80.00	\$161.00	\$ 219.00	\$258.00	No Bid
Flammable Liquids, bulked:						
-Bulked & Burned for Fuel		\$48.00	\$72.00	\$105.00	\$155.00	No Bid
Flammable Liquids, not suitable for bulking:						
-Labpacked & Incinerated	\$1.06	\$66.00	\$140.00	\$205.00	\$235.00	\$745.00
-Burned for Fuel	\$1.06	\$66.00	\$140.00	\$205.00	\$235.00	\$745.00
Flammable Liquids, Toxic:						
-Labpacked & Incinerated		\$325.00	\$650.00	\$1,075.00	\$1,650.00	No Bid
-Burned for Fuel		\$64.00	\$125.00	\$181.00	\$206.00	No Bid
Mercury/Mercury Containing Items:						
-Labpacked & Recycled		\$326.00	No Bid	No Bid	No Bid	No Bid
Metallic Paint (Aluminum, Zinc)						
-Incinerated		\$249.00	\$545.00	\$783.00	No Bid	No Bid
Organic Peroxide Liquids:						
-Incinerated		\$396.00	\$883.00	No Bid	No Bid	No Bid
Oxidizers:						
-Aqueous Treated		\$118.00	\$216.00	\$376.00	\$446.00	No Bid
-Labpacked & Incinerated		\$118.00	\$216.00	\$376.00	\$446.00	No Bid
PCB Capacitors, Ballasts, & Transformers:						
-Labpacked & Incinerated		\$138.00	\$202.00	\$239.00	\$268.00	No Bid
-Recycled		\$138.00	\$202.00	\$239.00	\$268.00	No Bid
Non-PCB Ballasts						
-Recycled	\$0.65	\$87.00	\$152.00	\$200.00	\$242.00	No Bid
PCB Contaminated Liquids:						
-Labpacked & Incinerated		\$330.00	No Bid	No Bid	No Bid	No Bid
Reactives						
-Labpacked & Incinerated		\$249.00	\$385.00	\$452.00	No Bid	No Bid
Poison Liquids:						
-Labpacked & Incinerated	\$1.06	\$120.00	\$205.00	\$340.00	\$475.00	No Bid
Poison Solids:						
-Labpacked & Incinerated	\$1.06	\$120.00	\$205.00	\$340.00	\$475.00	No Bid
Antifreeze:						
-Bulked & Redistilled		\$48.00	\$72.00	\$105.00	\$155.00	No Bid
-Bulked & Burned for Fuel		\$40.00	\$65.00	\$85.00	\$90.00	No Bid
Waste Oils:						
-Bulked & Redistilled		\$48.00	\$72.00	\$105.00	\$155.00	No Bid



TRADEBE™

Tradebe Environmental Services, LLC.
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410

-Bulked & Burned for Fuel		\$48.00	\$72.00	\$105.00	\$155.00	No Bid
Water Reactives:						
-Labpacked & Incinerated		\$249.00	\$545.00	\$783.00	No Bid	No Bid
-Aqueous Treated		No Bid	No Bid	No Bid	No Bid	No Bid
Latex Paints:						
Bulked & Burned for Fuel	\$0.46	\$60.00	\$130.00	\$185.00	\$250.00	\$585.00
Bulked & Recycled	\$0.46	\$60.00	\$130.00	\$185.00	\$250.00	\$585.00
Oil-Based Paints:						
Bulked & Burned for Fuel		\$48.00	\$72.00	\$105.00	\$155.00	No Bid
Adhesives, Sealers, Flammables Not Bulked:						
-Incinerated	\$1.06	\$120.00	\$205.00	\$340.00	\$475.00	No Bid
-Burned for Fuel	\$1.06	\$66.00	\$140.00	\$205.00	\$235.00	\$721.00
Fluorescent Lamps:						
-Labpacked & Recycled	\$1.16	\$31.00	\$82.00	No Bid	No Bid	No Bid
Compact Fluorescent Lamps:						
-Labpacked & Recycled	\$2.80	\$50.00	\$50.00	\$50.00	\$50.00	\$113.00
Hazardous Waste Solids Not Elsewhere Specified in this Proposal:						
-Labpacked & Incinerated		\$110.00	\$190.00	\$326.00	\$425.00	No Bid
Hazardous Waste Liquids Not Elsewhere Specified in this Proposal:						
-Labpacked & Incinerated	\$1.06	\$66.00	\$140.00	\$205.00	\$235.00	\$721.00

ADDITIONAL DISPOSAL COST SHEET:

Additional Table					
Waste Stream	Waste Management Method	Container size	Unit Cost	Designated Facility	Comments
EPA eManifest File Upload fee					
-eManifest Upload	N/A	N/A	\$25.00	N/A	
Manifest Preparation Fee					
-Manifest preparation	N/A	N/A	\$23.00	N/A	

B. Company Background

Tradebe Environmental Services, LLC (Tradebe) is a privately held and diversified waste management company that has been engaged in the collection, treatment, recycling, and disposal of hazardous and non-hazardous waste for over 40 years.

Tradebe's US operations own and operate 9 RCRA permitted Part B Treatment, Storage, and Disposal Facilities (TSDF). Tradebe also owns and operates a nonhazardous industrial waste landfill, an oil recovery facility, a nonhazardous wastewater treatment facility and nonhazardous bulking and processing facilities. Tradebe also has seventeen 10-Day transfer facilities that are staffed with highly trained, experienced, and degreed Chemists who can provide lab pack and high hazard services. Tradebe also maintains a fleet of fully permitted waste hauling vehicles operating out of both our TSDFs and 10-Day transfer facilities for your transportation needs.

Tradebe's compliance with Federal, State, and Local environmental regulations is a critical component of our operation. From providing high-quality services to our customers, to protecting the health and safety of our employees and our surrounding communities, Tradebe is committed to maintaining high ethical, professional, and environmental standards.

Tradebe collects, transfers, and processes waste generated by customers from a variety of industries, including chemical, petrochemical, paint and coatings, printing, plastics, and pharmaceutical industries and educational institutions. Our current customers include Fortune 500 companies, small quantity generators, State, Federal, and local governmental bodies, universities, hospitals, and research centers.

Tradebe's Technical and Field Services groups offer a variety of waste management services, including full-scale Household Hazardous Waste (HHW) Collection; turn-key lab packing services by degreed chemist; unknown identification; Stabilization and Chemical Fixation; High Hazardous Chemical Management (i.e., explosives stabilization, compressed gas cylinder processing); Emergency Response, Tank and Industrial Cleaning; Vacuum Services; Transportation; as well as RCRA and DOT training.

Tradebe's main sales, customer service, administrative, and corporate functions are managed from our headquarters in Merrillville, Indiana and Chicago, IL. All our facilities, including our satellite offices, are connected through a computer network and state-of-the-art inventory management system. Customer information, profiles, and shipping documents are entered into a safe and secure computer system to generate Tradebe's operating records. Tradebe provides streamlined communications for customer service, companywide online waste tracking, and waste management operations. We have developed specific programs to meet the needs of our customers and continue the growth of our operations. These programs also support the administrative and regulatory conditions needed to accommodate a changing and ever more demanding regulated industry.

C. Tradebe Work Plan

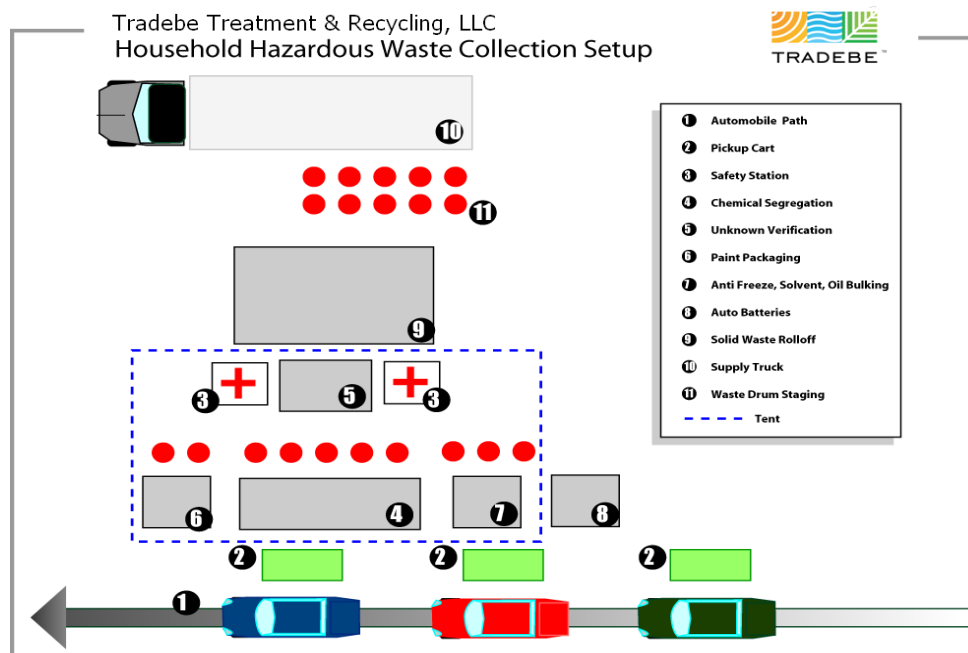
Tradebe will furnish all the labor, packing, transportation and disposal needs required by the Village under the requirements and Scope of Work requested in the RFP. Tradebe's trained chemists and lab pack technicians will be present during the HHW collection day to fulfill all of the segregating and packing duties. Tradebe's Technical Service Specialist will work with the town's designated coordinator to develop final plans for each event. For regulatory purposes, Tradebe will assume generator status for the collected HHW and will be responsible for waste from the time of collection until said waste is properly disposed of at our facility. Tradebe already has the necessary permits and licenses to fulfill this purpose. On the day of the HHW event, Tradebe will secure and remove all material by the end of the day.

For each one-day collection event, Tradebe will provide personal to prepare the site, screen residents, unload vehicles, segregate waste, and package all waste to be transported offsite. Staff will arrive one (1) hour before the start of the event in order to begin set up.

Tradebe understands that the Village will provide the following services for the HHW collection event:

- Security for the site;
- Control of traffic;
- Screening of participants;
- Stand-by fire, medical, and hazmat emergency crews;
- Comfort facilities for all on-site workers;
- Advertising for the event

Below is a diagram that illustrates how Tradebe will typically set up a site for an HHW collection event depending on the geography of the location. Over the years, we have learned this to be the most safe and efficient method in order to serve participants attending the events. The Project Manager along with Village personnel will adapt setup as needed to best serve participants while keeping everyone safe.



C.1 Screening, Receiving & Off-Loading Participants

Tradebe will work to safely and efficiently unload the participants' vehicles in a friendly and professional manner. Tradebe's on-site personnel will have a clear understanding of hazardous chemicals and will be able to answer questions from residents.

As the vehicle pulls into the unloading lane, the participant will be asked to put their car in the park position and remain in the vehicle. The unloader(s) will inspect the load for any leaking containers or unacceptable material and notify the customer if any are found. If any potentially dangerous items (i.e. explosive, radioactive, and bio hazardous) are discovered, a chemist will be called over to inspect the material and determine the best course of action.

The unloader(s) will then carefully remove all acceptable material and place it on a plastic cart. If a waste item is determined to be too heavy or large for the unloading cart, the unloader(s) will request that a drum cart or forklift be used to transport the waste item to the appropriate workstation. The chemist will segregate and help pack waste that is collected. Any lab pack material (items requiring special attention) will be packed by a qualified chemist.

Tradebe will ask that the participant identify any unlabeled material found in the vehicle. This information will immediately be written on the container with a permanent marker. If it cannot be identified, the material will be taken to the screening area for analysis.

C.2 On-Site Bulking

Tradebe will be able to bulk on-site used oils, antifreeze, and flammable liquids into 55-gallon drums. A bulking station will be set up away from the receiving area where cars will be coming through. The bulking stations will be setup on spill pads and will be grounded in order to avoid any static electricity sparks from generating. A spill response kit containing a shovel and Oil-Dry will be on hand in case of any accidental spill. Based on our experience at hundreds of HHW events, bulking of oil-based paint in cans and latex paint in cans is counterproductive and not an efficient use of labor resources due to the non-pourable nature of most oil-based paint and latex paint in cans which are typically brought to HHW events.

C.3 Waste Identification/Packaging

The collection site will be divided into several areas. A segregation station will be set up with tables covered with plastic. Empty waste containers will be arranged a few feet behind the segregation tables. Tradebe's fully trained field chemist will manage this workstation. Tradebe's chemists will examine the labels of the individual containers to determine the list of chemical constituents and their concentrations. From this information, the chemist will be able to determine the proper hazard class and packaging protocol for the waste item. If the chemist requires additional information, the waste item will be further analyzed through Tradebe's unknown testing procedures. Absorbent materials, such as oil dry, spill pads, and cotton rags will also be present on-site, in case of a spill. Most of the items received at the segregation table will be lab packed or loose packed.

All waste material that is unloaded at the segregation table will be placed in UN-rated/DOT approved containers. The field chemists will then pack the waste items according to Tradebe's Lab Pack Guidelines, which are based on DOT and EPA regulations. In some cases, Tradebe's guidelines are more stringent than DOT or EPA's regulations for packaging waste material. Once the drum is closed, the chemists will add the appropriate labels for shipment to Tradebe. These labels and markings include:

- ❑ Non-Regulated Waste Label
- ❑ DOT hazard class, as required
- ❑ Drum inventory sheet, if lab pack drum
- ❑ Tradebe waste stream number or lab pack number

All collected materials will be removed from the designated HHW site by the end of the day.

C.4 Unknown Identification

Tradebe will assist the Village to identify any unknowns they come across during their waste receiving process. Tradebe's chemists will sample and test the waste materials utilizing Tradebe's Unknown Testing Procedures. From the field analysis, Tradebe's chemists should be able to determine hazard class and proper packaging protocol. The procedures are only completed in the presence of other trained chemists for safety purposes. Chemists will don appropriate safety gear (which may include respirators) while performing the tests. Tradebe's Unknown Testing Procedures aid our qualified field personnel in the verification and subsequent acceptance of unknown materials encountered during on-site operations. Tradebe's field chemists can test for the following:

- › Physical Appearance
- › pH
- › Flammability
- › Solubility
- › Water Reactivity
- › Cyanide
- › Sulfides
- › Peroxides
- › Oxidizers
- › Qualitative PCB
- › Air Reactive
- › Explosives

C.5 List of Equipment

The equipment and supplies provided by Tradebe will meet the requirements of all federal, state, and local codes and regulations.

Packaging Supplies:

- › Drums (Steel/Poly/Fiber)(5,15,30, and 55 gallon sizes)
- › Cubic Yard Boxes
- › Rolls of Tape
- › Drum Liners
- › Paper Work (Manifests, Profile sheets, Land Bans, Drum Inventory Forms, etc.)
- › Reference Materials (40 CFR, 49 CFR, Chemical Dictionary)
- › 85 Gallon Over Packs
- › Pallets
- › Vermiculite
- › DOT/EPA Labels & Markings

Safety Equipment:

- › ABC Fire Extinguishers
- › First Aid Kits
- › Respirators
- › Nitrile Gloves
- › Safety Glasses
- › Caution Tape
- › Spill Station (Broom, Shovel, 55 Gallon drum, and a bag of oil dry)
- › Metal-X Fire Extinguishers
- › Tyvek Suits (Poly Coated)
- › Steel-toe shoes
- › Latex Gloves
- › Full Face Shield
- › Portable Eyewash Station

Miscellaneous Supplies:

- › Scales
- › Drum Carts
- › Unknown Test Kits
- › Paint Sticks/Markers
- › Grounding Straps
- › Oil Dry
- › Pallet Jacks
- › Spark Proof Tools
- › Air Horn

Transportation Equipment:

- › Semi-Truck
- › Box Truck

C.6 Unacceptable Waste

Tradebe is **NOT** permitted to haul or accept:

- ✗ Bio Hazardous Waste – Sharps/Syringes
- ✗ Explosive
- ✗ DEA regulated drugs
- ✗ Ammunition
- ✗ PAFO's/AFFF Material

Through Tradebe's acquisition of Curie Environmental Services, we can now offer disposal management services of smoke detectors and other low-level radioactive waste. Tradebe can discuss with Mt. Prospect options on how to manage smoke detectors collected at HHW events as a separate service from the HHW contract.

C.7 Emergency and Safety Plans

Emergency Response Plan

Tradebe will contain, control, and clean up any spills occurring during collection, packaging or storing to protect the public health and environment. Our Safety, Spill and Emergency Plan is presented below.

Safety, Spill, and Emergency Plan

If any chemicals are spilled while Tradebe is on site, Tradebe's field personnel will serve as the initial emergency responders. Tradebe's field personnel are fully trained on the proper procedures for responding to small chemical spills and fires. Tradebe will keep the following information at the work site:

- Emergency Response Guidelines (Actions to be taken)
- Emergency Response Contacts and Telephone Numbers (Site Safety Plan)
- A map to the nearest medical facility

Emergency Equipment

The following equipment will be available for an emergency response situation:

Internal Communication and Alarm System

Telephones should be located on-site within easy access to all areas where an emergency incident may arise. The telephone will be used in an emergency situation to call 911 and to communicate with the appropriate outside agencies.

Emergency Eye Wash

Emergency eyewash will be present on-site.

First Aid Supplies

First aid kits will be available on-site.

Fire Prevention System

Fire extinguishers will be present on-site and within easy access to all areas where an emergency incident may arise. All fire extinguishers are inspected on a regular basis and recharged annually.

Spill Kit

The spill kit will contain a broom, shovel, and absorbent material.

Emergency Response Guidelines

Unplanned releases fall into two categories: either an Incidental Release or an Emergency Response. Tradebe personnel will respond to incidental releases, nuisance spills, or minor releases of hazardous substances where the substance can be absorbed, neutralized, or otherwise controlled at the time of release. Incidental releases are limited in quantity, exposure potential, and toxicity and clearly do not present a significant safety or health risk to the personnel assigned to cleaning up the release.

Upon determining that the release is containable and controllable, the specified Tradebe Emergency Response Coordinator (ERC) will implement the following clean-up action plan. During clean-up procedures, all reasonable measures will be taken to ensure that the fires, explosions, and releases do not occur, recur, or spread to other areas. A small spill includes drips and splashes that cover a small surface, area less than one square foot with estimated volumes less than one (1) pint.

A moderate spill includes splashes that cover a surface area greater than one square foot and with estimated volumes of less than one-half (1/2) gallon of material.

The following procedures will be performed by the Emergency Response Coordinator (ERC) and other trained Tradebe personnel in the event of an Incidental release.

1. Small fire
 - a. Stay upwind and out of low areas.
 - b. Eliminate ignition sources.
 - c. Move the appropriate firefighting equipment to the area; extinguish the fire.
 - d. Using a shovel, transfer the spent material to a lined drum (or equivalent container) and seal the container.
 - e. Ensure that the recovered waste or contaminated material is properly stored in a container storage unit.
 - f. Decontaminate the area, equipment, and personnel.
2. Chemical Spill
 - a. Eliminate all ignition sources and secure the area.
 - b. Don the proper personal protective equipment.
 - c. Move unaffected chemicals out of the area, if no hazard is involved.
 - d. Contain the spill to prevent the spill from spreading. Use Damming Diking and/or absorbent materials to stop the spread of the spilled materials.
 - e. Absorb the spilled materials with absorbents, including Vermiculite, Ultrasorb, or spill pillows.
 - f. Using a broom and shovel, transfer the spent material to a lined drum (or equivalent container) and seal the container.
 - g. Ensure that the recovered waste or contaminated material is properly stored in a container in the storage unit.
 - h. Decontaminate the area, equipment and personnel.
3. Solvent or Oil Spills
 - a. Eliminate all ignition sources and secure the area.
 - b. Don the proper personal protective equipment.
 - c. Move unaffected chemicals out of the area, if no hazard is involved.
 - d. Contain the spill to prevent the spill from spreading. Use Damming Diking and/or absorbent materials to stop the spread of the spilled materials.
 - e. Absorb the spilled materials with absorbents, including Vermiculite, Ultrasorb, or spill pillows.
 - f. Using a broom and shovel, transfer the spent material to a lined drum (or equivalent container) and seal the container.
 - g. Ensure that the recovered waste or contaminated material is properly stored in a container in the storage unit.
 - h. Decontaminate the area, equipment, and personnel.

The Emergency Action Plan shall be implemented in the event of the following situation:

1. Fire
 - a. The fire could generate the release of toxic fumes.
 - b. The fire could spread and ignite materials at other locations.

- c. The fire could spread off-site.
 - d. The use of fire suppressant materials could cause contaminated run-off.
2. Explosion
- a. Imminent danger exists which could cause an explosion, resulting in extreme heat and gas generation.
 - b. Imminent danger exists which could ignite materials at other locations.
 - c. An explosion could occur which could release toxic fumes.
3. Unplanned Release of Hazardous Waste
- a. The release of flammable liquids or vapors could create a potential fire or explosion hazard.
 - b. The release could contain toxic liquids and/or fumes.
 - c. The release has the potential to contaminant air, soil, or surface water.

In the event of an emergency situation requiring the implementation of the Emergency Action Plan, the Emergency Response Coordinator (ERC) assumes the lead role in responding to the emergency and will call the 911 emergency number and implement site control and evacuation, if necessary. This of course includes local police and fire department emergency response personnel.

Transportation Spill Guidelines

In the event of an on-the road spill or other emergency, the driver will follow these procedures:

- A. Remain in the unit and warn all pedestrians and motorists to stay away from the spill area. Point out to them the danger involved and have someone call the police or fire department.
- B. Upon the arrival of the police or fire department, the driver will inform them of what kind of material has been spilled and request the area be blocked off to both pedestrians and vehicles to prevent property damage or any serious personal injury. The driver will request the first responder, fire, or police personnel to protect the area while the driver reports to a facility Emergency Coordinator.
- C. The Emergency Coordinator will gather the following information from the driver and relay it to the National Response Center and the appropriate State agency.
 - 1. Name of person reporting the incident.
 - 2. Name, address, and identification number of the transporter.
 - 3. Phone number where person reporting can be reached.
 - 4. Date, time, and location of the incident.
 - 5. The extent of injuries, if any.
 - 6. Classification, name, and quantity of hazardous materials, wastes involved, if such information is available.
 - 7. Type of incident and nature of hazardous materials/wastes involved if such information is available.
 - 8. For each waste product involved provide:
 - a. Name and identification number of generator.
 - b. Product shipping, hazardous class and UN or NA number.
 - c. Estimated quantity of material spilled.
 - d. If possible, the extent of contamination to land, water, or air.
 - 9. Shipping name, hazard class, and identification of any other material carried.
- D. Specific actions to be taken at the scene of the spill are:
 - 1. Containment - the critical problem is to prevent the escape of any spilled liquid or solid into the ground or into a storm or sanitary sewer. A barrier must be erected immediately to prevent the escape of

spilled materials/waste liquids, using whatever material is at hand, even a dirt curb, to prevent the spread of the spill. Containment of solids will be dependent on wind and weather conditions. Use tarpaulin in the vehicle or plastic (available at most supply stores) if conditions are wet and windy. Simultaneously, the sources of the spill or leak must be located and controlled, e.g., a drum plugged or taped, turned upside down.

The possibility of evacuation should be considered in the event of a major spill (e.g., a collision with another vehicle or a loaded trailer that is turned over, with subsequent container(s) rupturing). Major concerns involve ignitable wastes that may catch fire and possibly explode or generate toxic fumes. If fire threatens or occurs, personnel should be evacuated a distance of at least a half-mile as recommended by the Emergency Response Guidebook. If no fire threatens, and no container(s) has ruptured, a distance of 50 to 100 ft. should suffice.

If the shipping description is known (refer to the manifest) find the name in your Emergency Response Guidebook in the blue pages and turn to the Corresponding Guide Number (orange top page – last 1/3 of the book).

If the shipping description is not known, check the placard on the vehicle for an “UN” or “NA” number, look up the number in the yellow pages and refer to the Corresponding Guide Number, or contact the generator of the waste for safety data.

2. Cleanup - with containment effected and the spillage source controlled, cleanup is the next step. If the spill is contained on an impervious paved surface, material should be absorbed onto a compatible material (e.g., sand, diatomaceous earth). Any of a number of commercial absorbent inert materials may be used, but make sure they are compatible with the waste and will not cause a reaction. If the spillage has reached earth, all contaminated dirt should be collected into drums or bags for disposal at an EPA approved site.

If any spilled waste has reached the ground, the contaminated soil will be removed. The extent of contamination will be determined by sampling the spill area. A qualified laboratory will analyze the sample. Sampling techniques, chain-of-custody requirements, and analytical methods will follow approved procedures such as those outlined in SW-846. Any soil exhibiting contamination above the local background level will be removed to an appropriate permitted disposal site.

EMERGENCY EQUIPMENT:

Each tractor carries the following emergency equipment stored in sturdy aluminum box:

- Gloves
- Goggles
- Slicker Suit
- Hazorb (4 pillows)
- Shovel
- Full-face Respirator
- Boots
- DOT Emergency response Guidebook
- Skin & Eye Neutralization Solution
- Emergency Reflective Triangles (3)

Each Tractor Also Carries:

- First Aid Kit
- Flares
- Ten (10)-pound ABC Fire Extinguisher

Two steps remain once the immediate emergency aspects of a spill have been taken care of:

Decontamination – a truck or trailer exposed to a leak or spill will be decontaminated at the site in order to prevent any further release to the extent that it can be transported (or move under its own power) to an authorized facility capable of further decontamination if necessary.

Equipment will be decontaminated in the following manner:

Each item used will be placed in an open head container and thoroughly rinsed with a compatible solvent or cleaning compound. The residue or wash water will then be drained into a tight head container, sealed, and disposed of per Federal and State Regulations at an authorized disposal site.

Clothing – Contaminated clothing will be placed with the cleanup residue and disposed of per Federal and State Regulations at an authorized disposal site. If clothing is reusable, then it will be decontaminated properly, and the residue managed the same as the spill waste.

Notification – The Department of Transportation, Director of Hazardous Materials Registration, Materials and Transportation Bureau, Washington, DC 10590 will be notified, in writing, of the occurrence and nature of the incident and a copy will be submitted to the proper Environmental Management Facility.

Site Safety Plans

Tradebe will prepare a site-specific Safety Plan. Tradebe will ensure the on-site employees are familiar with the approved Safety Plan.

D. Qualifications of Firm

Over our history, Tradebe has provided on-site waste management services to our customers. Tradebe's Technical Field Services Department offers a variety of waste management services, including full-scale HHW collection; turn-key lab packing services by degreed chemist and well-trained staff; unknown identification; Stabilization and Chemical Fixation; High Hazardous Chemical Management (i.e. explosives stabilization, compressed gas cylinder processing); Transportation; and RCRA/DOT training.

Tradebe is one of the largest on-site providers of community-based HHW collection programs in the nation. The depth of the trained staff at Tradebe allows us to manage multiple collection sites on a given weekend. In addition to managing HHW programs, Tradebe is also one of the largest processors of household collection waste.

Tradebe performed many large scale HHW collection events that exceeded 1000 cars per event, these included Mount Prospect IL, Richland County SC, Mobile County AL, Benton County, AR, Bloomington, IL, Tulsa, OK, and Hilton Head SC. Tradebe performs approximately 50 collection events that exceed 300 cars annually.

Tradebe has performed hundreds of single-day HHW events with tremendous success. A key to our success is our thorough research before each event. Tradebe evaluates the participant area demographics, the number of prior events, prior event results, and the types of materials being accepted and then calculates the appropriate number of personnel to meet the needs of those collection events.

Please see the listing below by state of the HHW contracts Tradebe currently services or has serviced.

Alabama -Mobile County -City of Decatur Arkansas -Benton County Connecticut -City of Bridgeport -City of Barkhamsted -City of Manchester Illinois -Will County -McLean County -Mount Prospect -Town of Northfield Indiana - Lake County SWM District - Porter County SWM District - LaPorte County SWM District - NE Indiana SWM District (permanent) -NW Indiana SWM District - Fulton County - Wabash County (permanent) - Miami County (permanent) - Howard County - St Joseph County - Elkhart County Iowa - City of Iowa City (permanent) - Bremer County -Buchanan County -Floyd Mitchel Chickasaw counties -City of Spencer -Northwest Iowa Solid Waste District - City of Ottumwa - Cass County - Dickinson County Recycling Center	Georgia -City of Dunwoody -City of Savannah -City of College Park Kansas -City of Salina -Sedgwick County Kentucky - Adair County -City of Murray -Jessamine County -Toyota Georgetown Louisiana -City of Lafayette Maine -Town of York Massachusetts -City of Stoughton -City of Mansfield Michigan - Jackson County - City of Flint - Washtenaw County Missouri - City of Rolla and St Roberts - Missouri Region D - City of Branson/Taney County - City of Joplin -City of Lebanon - East Central Missouri SWM District -NW MO Regional Council of Government Mississippi - Rankin County - Desoto County -City of South Haven -City of Jackson Nebraska -City of Lincoln/Lancaster County	New Hampshire -Pittsfield, NH -City of Concord -City of Manchester -Town of Exeter -Town of Raymond -Town of Dover New York -City of Cohoes North Carolina -Cumberland County Oklahoma -City of Ardmore -City of Tulsa Ohio -City of Fairlawn -Greene County -CCH Solid Waste District South Carolina - Hilton Head Island - Richland County - North Augusta Vermont -Bennington Virginia - Fauquier County - Scott County - Rappahannock County Wisconsin - Brown County (permanent site) - Outagamie County - LaCrosse County
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D.1 Training

Tradebe promotes that the responsibility for safe operations rests with all its employees. Training for personnel encompasses various RCRA and DOT topics. The table below depicts the minimum training required by job title for any employee to work under the contract.

Training Requirements	Project Manager	Field Chemist	Field Technician
Bachelor's Degree (chemistry or related)	✓	✓	
40-hour OSHA HAZWOPER	✓	✓	
24-hour OSHA HAZWOPER			✓
8-hour OSHA Refresher (Annual Requirement)	✓	✓	✓
49 CFR Subpart H (Hazardous Materials Transportation)	✓	✓	✓
TSD Facility Acceptance Criteria	✓	✓	✓
First Aid/CPR	✓	✓	
Lab Pack Training	✓	✓	
HAZCAT (Unknown Testing)	✓	✓	
High Hazard Chemical Training	✓	✓	
Class B CDL	✓	✓	

Other Additional Training/Training Information:

Tradebe maintains that the responsibility for a safe operations rest with all of its employees. Specific training is given to all responsible on-site supervisory personnel and the individuals handling, storing, and treating wastes. Off-site personnel participate in training programs to meet the requirements of 29 CFR 1910.120. Site design, operational procedures, and planning affect the operations; therefore, individuals involved in these functions must be aware of the criteria for a safe and efficient operation. Emergency response training is conducted per 29 CFR 1910.120 and the Contingency Plan for each facility. This means that each employee, with a specific duty established in the Contingency Plan, will be fully trained as to the specifics of the duty or action required. This training includes drills or simulated emergencies to provide practice for personnel and to determine the adequacy and effectiveness of the Contingency Plan. Training for personnel also encompasses RCRA and DOT training. Each level of personnel is trained to meet or exceed federal, state, and company requirements.

Tradebe provides all of its Technical Field Service employees, which includes the Reactive Division, with a 40-hour initial HAZWOPER training course per OSHA 29 CFR 1910.120(e), before their assignment to a work area. The training is provided "in-house" by a Tradebe Certified Environmental Trainer. The personnel must also pass a DOT and OSHA/HAZWOPER physical examination and receive certification to wear a respirator, before working with hazardous materials. All personnel receive an annual physical as a part of Tradebe's medical monitoring program.

Tradebe's training program for Hazardous Materials Transportation personnel includes HM-126F Training, which addresses general awareness, function specific, and safety training per DOT 49 CFR 172.704. Transportation personnel, at a minimum, are also provided 24-hour TSD facility HAZWOPER training per OSHA 29 CFR 1910.120(p). All 40-hour and 24-hour trained personnel also receive an eight-hour annual refresher training course. Refresher courses consist of relevant topics, including, but not limited to: Contingency Planning and Emergency Response, Decontamination, Waste Characterization, Hazardous Materials Handling, a Review of

Current Federal Regulations, and Container Management. All Field Chemists have obtained their Class B Commercial Driver's License (CDL) with Hazmat and Airbrake Endorsements. Also, the following courses are included in their training:

- ✓ Hazardous Communication Training per 29 CFR 1910
- ✓ Respiratory Protection and Personal Protective Equipment Training per 29 CFR 1910, Subpart 1 and 2
- ✓ First Aid/CPR by the American Red Cross
- ✓ Injury and Illness Prevention Program Training
- ✓ Procedures for the proper Handling and Transportation of Hazardous Material Training, per DOT HM-181, HM-215, and HM126F
- ✓ CGA Transportation of Gases AV-6
- ✓ Forklift Training
- ✓ Sampling and Unknown Testing (HAZCAT)

Before working in the field, Tradebe's Technical Field Service personnel must attend a 16-hour course for the Hazardous Waste Management for Lab Pack Operations. This course covers the following topics:

- | | |
|--|-----------------------------|
| ✓ Regulation Overview (RCRA/CERCLA) | ✓ Waste Identification |
| ✓ Selecting a DOT Shipping Description | ✓ DOT Hazard Class Review |
| ✓ DOT & EPA Labeling/Marking/Placarding | ✓ POPS Packaging Standards |
| ✓ Manifesting & Land Disposal Restrictions | ✓ Hazardous Materials Table |

The personnel must attend a 4-hour Reactive Chemical Recognition course. This course tests the employees on Tradebe's Handling Requirements for Reactive and Explosive Chemicals. This course covers the following topics:

- | | |
|-----------------------------------|-----------------------|
| ✓ Temperature Sensitive Chemicals | ✓ Pyrophoric Material |
| ✓ Compressed Gas Cylinders | ✓ Picric Acid |
| ✓ Commercial Explosives | ✓ Ethyl Ether |

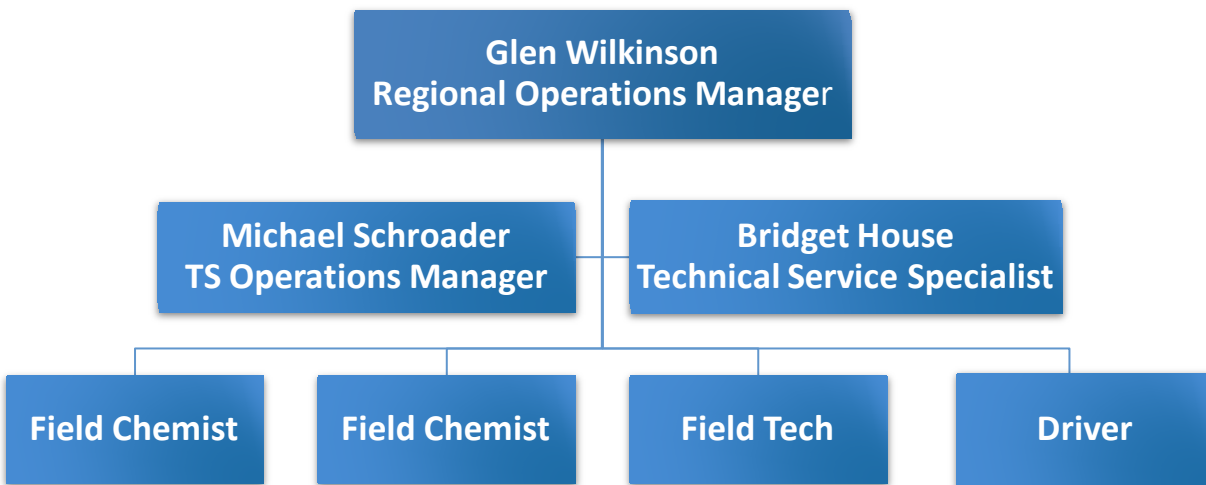
The personnel must also attend a Certified Chemist Training course (8-hour), which tests the staff on the Reactive Chemical Shipping Requirements. Topics covered include:

- | | |
|--|------------------------------|
| ✓ Organic Peroxide Packaging Guidelines | ✓ Multi-nitrated Materials |
| ✓ Tradebe cylinder shipping requirements | ✓ Tradebe Picric Acid Policy |
| ✓ DOT Transportation of cylinders | ✓ Class 4 Oxidizers |
| ✓ Compressed Gas Association | ✓ Azide Materials |
| ✓ Peroxide Forming Materials | ✓ Perchloric Acid |

Most of these procedures were instituted in the original lab-pack manual and have been used successfully without a safety related incident over the course of ten years (over 200,000 samples). These screening procedures, in whole or in part, may be used to provide insight to a material's chemical characteristics. Tradebe's field chemists can often identify the waste material without having to perform these unknown field tests. Less than 10% of all containers initially identified as "Unknown" are packaged and shipped as characterized unknowns. The field personnel use their knowledge of chemicals as well as information from the resident to identify the waste material.

D.2 Skilled Personnel

Clear and concise communication between generator and contractor is a crucial factor in the management of hazardous and non-hazardous waste. Pickup requests will be communicated between the designated Village coordinator(s) and Michael Schroeder, Tradebe's TS Operations Manager. Tradebe's Operations and/or Technical Service Specialist will work with the Village to coordinate a routine schedule for the collection of Household Hazardous Waste. The Regional Operations Manager or the Technical Service Specialist act as additional points of contact for any questions, concerns, or issues that may arise during the term of the contract. Below is a general command structure.



Operations Manager

Michael Schroeder

Phone: 219-688-9100

Email: mike.schroeder@tradebe.com

Responsibilities include, but are not limited to:

- Serve as the primary contact for the Village for scheduling pickups and overall Operations for each location.
- Address any of the Village's questions, concerns, or suggestions related to the operations of the contract.

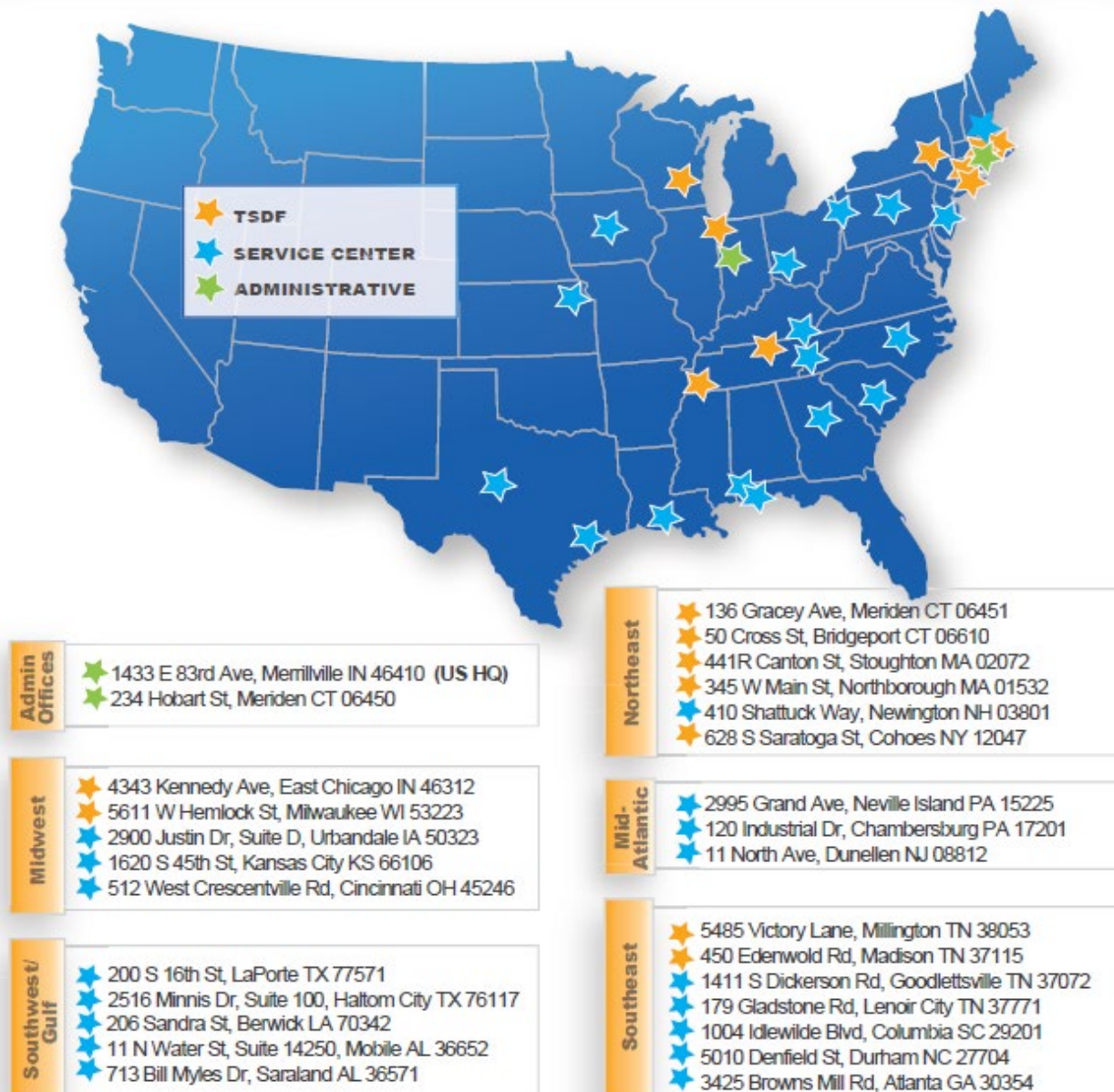
Technical Services Specialist

Responsibilities include, but are not limited to:

- Serve as a secondary contact for the Village and assist Tradebe's Operations Manager with scheduling, and addresses any questions, concerns, or suggestions.

RESUMES AVAILABLE UPON REQUEST

E. Treatment, Storage, and Disposal Facilities



(800) 388-7242
www.tradebeusa.com

Tradebe Treatment and Recycling, LLC
4343 Kennedy Avenue, East Chicago, IN 46312
Phone: 800-388-7242
EPA ID#: IND000646943

Tradebe's Indiana facility sits on approximately 12 acres in a heavy industrial section of East Chicago and is approximately 20 miles south of downtown Chicago, Illinois. Tradebe neighbors include a commercial gas manufacturer, a railyard, and a vacant aluminum smelting facility. The closest water stream is the Indiana Harbor Canal, which is approximately 2,700 feet west of the facility. The majority of the property is dedicated to serving Tradebe waste management operations. Also located on the facility's property is a rail-line that accommodates up to ten rail cars. EPA Region V and the Indiana Department of Environmental Management (IDEM) originally issued the Part B RCRA permit in 1991. The facility currently has storage capacity for up to 4,508 "55-gallon drum equivalent" containers of hazardous waste. With the issuance of the renewed permit, permitted drum capacity increases to 11,000 drums. Tradebe's operations includes a 165,000-gallon tank farm, a newly redesigned state-of-the-art lab pack/depack facility, a drum consolidation and handling building, and a non-hazardous processing building with 45,327 gallons of bulk treatment capacity. The company's laboratory and receiving area are capable of accepting and analyzing up to 2,000 drums per day. The Part B facility has the capability of receiving up to 30,000 drums per month. Tradebe operates an adjacent 8-acre site as a transfer yard for incoming and outgoing waste, and a potential expansion of the East Chicago operation. In July of 2004, Tradebe added a new capability to its range of services call Solid Distillation system (SDS). The SDS allows Tradebe to process and recycle waste materials on-site. Our Solid Distillation System is self-contained, indirectly-heated, rotating processing chamber that uses an anaerobic atmosphere to remove volatile and semi-volatile organic compounds from solid waste. SDS eliminates oxidation and the formation of hazardous compounds. In addition to the environmentally friendly nature of the process, the SDS system offers many other advantages over typical direct-flame systems. A significant expansion of our SDS processing capabilities was made in 2016 when a second processing unit was added more than doubling our processing capacity.

F. Permits and Certifications

Tradebe has obtained the necessary permits, licenses, and certificates to legally handle, transport, and dispose of hazardous and non-hazardous waste material. Please see the attached:

- ✓ Illinois Environmental Protection Agency – Special Waste Hauling Permit
- ✓ State of Indiana Hazardous Waste Management Permit (RCRA part B permit)
- ✓ State of Tennessee Hazardous Waste Management Permit (RCRA part B permit)
- ✓ U.S. DOT Hazardous Materials Certificate of Registration

TRANSPORTER INFORMATION

<u>Transporter</u>	<u>US DOT #</u>	<u>EPA ID Number</u>
Tradebe Transportation, LLC.	446276	INR000123497

FACILITY INFORMATION

<u>Facility</u>	<u>Facility Type</u>	<u>EPA ID Number</u>
East Chicago, IN	TSDf	IND000646943

Illinois Environmental Protection Agency – Special Waste Hauling Permit**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

September 1, 2022

Tradebe Transportation LLC
Attn: Mr. Louie Spiru
4343 Kennedy Ave.
East Chicago, Indiana 46312Re: 9180890026 -- Indiana
Tradebe Transportation LLC -- S.W.H. Permit 4031-8 Modification 000
USEPA ID - INR000123497
For Special Waste Hauling – 25

Dear Mr. Spiru:

Special Waste Hauling Permit 4031-8 Modification 000 is hereby issued to Tradebe Transportation LLC to engage in **special waste hauling** in the State of Illinois. In accordance with this Permit, Tradebe Transportation LLC may utilize the vehicles, tanks, and equipment enumerated in the Special Waste Hauling Permit Application dated September 1, 2022 and consisting of 9 pages. A copy of said application for permit is hereby incorporated by reference.

This Special Waste Hauling Permit is subject to the standard conditions set forth on pages 11 and 12 of this permit, attached hereto and incorporated herein by reference, and is further subject to any additional conditions, including the terms of this letter.

This Special Waste Hauling Permit, issued September 1, 2022, is valid from September 1, 2022 to and through September 30, 2025, for all registered vehicles identified in the application. No special waste hauling may be conducted in any vehicles, tanks or other equipment that are not enumerated in the Special Waste Hauling Permit Application dated September 1, 2022 and this permit dated September 1, 2022, unless a written request to modify this permit is submitted to the Agency, and a written approval of such proposed modification is issued.

In accordance with 35 Ill. Adm. Code 809, et seq., upon issuance of a special waste hauling permit, the owner and/or operator of any vehicle used to transport special waste shall maintain within the vehicle a legible photocopy of the special waste-hauling permit. Issuance of the special waste hauling permit shall be disclosed by the owner and operator of the vehicle to any representative of the State of Illinois, any generator of the special waste, or any treatment storage, or disposal facility which has handled, is handling or will handle the special waste. Upon request by such representative, the owner and operator of the vehicle for review shall make the photocopy available. The owner/operator of the vehicle shall also comply with any otherwise applicable federal regulations.

If you have any questions, please contact Evan Yates at EPA.HaulingPermits@illinois.gov.

Sincerely,

James Jennings, Manager
Waste Reduction and Compliance Section
Bureau of Land2125 S. First Street, Champaign, IL 61820 (217) 278-5800
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
595 S. State Street, Elgin, IL 60123 (847) 608-31312309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

PLEASE PRINT ON RECYCLED PAPER

State of Indiana Hazardous Waste Management Permit

Tradebe Treatment and Recycling, LLC
IND000646943
Page 1 of 48

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT HAZARDOUS WASTE MANAGEMENT PERMIT

Name of Permittee: Tradebe Treatment and Recycling, LLC

Facility Location: 4343 Kennedy Avenue, East Chicago, Indiana

EPA Identification Number: IND000646943

Issuance Date: April 28, 2017

Expiration Date: April 28, 2022

Authorized Activities

Pursuant to Indiana Environmental Statutes (IC 13) and the rules promulgated thereunder and codified in Title 329 of the Indiana Administrative Code, Article 3.1 (329 IAC 3.1), the State permit conditions (hereinafter called the permit) of the Resource Conservation and Recovery Act of 1976 (RCRA) permit are issued to Tradebe Treatment and Recycling, LLC (hereinafter called the Permittee or Tradebe) to operate a hazardous waste facility located in East Chicago, Indiana, Section 28, Township 37 North, Range 9 West at latitude 41° 38' N and longitude 87° W, Whiting Quadrangle, on the U.S. Geological Survey topographic map.

The State RCRA program is authorized under 40 CFR Part 271 and Section 3006 of RCRA to administer the hazardous waste management program in lieu of the Federal program, including administration of most of the Hazardous and Solid Waste Amendments (HSWA) of 1984.



June 10, 2022

Re: RCRA Part B Renewal Status
Tradebe Treatment and Recycling, LLC
4343 Kennedy Avenue
East Chicago, Indiana 46312
IND000646943

To whom it may concern:

In accordance with Tradebe Treatment and Recycling, LLC, (Tradebe) RCRA Permit Condition I.D.2., a renewal application must be submitted to the IDEM less than 180 days before the current RCRA permit expires. Tradebe complied with Condition I.D.2 and submitted a complete permit renewal application on October 29, 2021, less than 180 days of the due date.

As a result of the timely submission, RCRA Permit Condition I.D.3., authorizes Tradebe to continue to operate under the current RCRA Permit and all permit conditions will remain in effect beyond the permit's expiration date.

For questions regarding Tradebe Treatment and Recycling renewal application, please contact Ms. Debbie O'Brien, IDEM at (317) 232-0162. Or feel free to contact Tita Lagrimas with Tradebe at tita.lagrimas@tradebe.com or (219)746.8713.

Sincerely,
Tradebe Treatment and Recycling, LLC



Tita Lagrimas
EVP of Regulatory Affairs

US Department of Transportation Certificate of Registration

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2023-2024**

Registrant: TRADEBE TRANSPORTATION LLC
ATTN: Louie Spiru
1433 E 83RD AVE, SUITE 200
MERRILLVILLE, IN 46410

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050123550072F Effective: July 1, 2023 Expires: June 30, 2024

HM Company ID: 55690

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



TRADEBE™

Tradebe Environmental Services, LLC.
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410

H. Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 06/28/2024			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA			CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:				
INSURED Tradebe Environmental Services, LLC 1433 E 83rd Ave Suite 200 Merrillville IN 46410 USA			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: Everest Denali Insurance Co		16044		
			INSURER B: Everest Premier Insurance Company		16045		
			INSURER C: Everest National Insurance Co		10120		
			INSURER D: Indian Harbor Insurance Company		36940		
			INSURER E:				
			INSURER F:				
COVERAGES CERTIFICATE NUMBER: 570106936330 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			US00077228LI24A	07/01/2024	10/31/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ Hired AUTOS ONLY			RM8CA00039-231 AOS RM8CA00062-231 MA	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			US00077229LI24A	07/01/2024	10/31/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RM8WC00049231 AOS RM8WC00050231 FL, NJ, ME	12/31/2023	12/31/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Excess Auto Liability Coverage			XC8EX00817-231	12/31/2023	12/31/2024	Each Occurrence \$3,500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance							
CERTIFICATE HOLDER Tradebe Environmental Services, LLC 1433 E 83rd Ave Suite 200 Merrillville IN 46410 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>			

Holder Identifier :

Certificate No : 570106936330



ACORD 25 (2016/03)

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TRADEBETM

Tradebe Environmental Services, LLC.
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410

AGENCY CUSTOMER ID: 570000084433

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Tradebe Environmental Services, LLC
POLICY NUMBER See Certificate Number: 570106936330		
CARRIER See Certificate Number: 570106936330	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: 570000084433

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Tradebe Environmental Services, LLC	
POLICY NUMBER See Certificate Number: 570106936330			
CARRIER See Certificate Number: 570106936330	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Additional Named Insured List

Tradebe Environmental Services, LLC
Tradebe Treatment and Recycling, LLC
Tradebe Treatment and Recycling Nashville, LLC
Tradebe Treatment and Recycling Wisconsin, LLC
Tradebe Treatment and Recycling Northeast, LLC
Norlite, LLC
Tradebe Transportation, LLC
Tradebe Thunderbird Trucking
Aaron Oil Company, LLC
International Hydrocarbon Services, LLC
Tradebe Industrial Services, LLC
Tradebe Treatment and Recycling of Baton Rouge, LLC
Tradebe Capital Corporation
Tradebe Treatment and Recycling of Tennessee, LLC
First Response, a Tradebe Company LLC
Tradebe Treatment and Recycling of Bridgeport, LLC
Tradebe Treatment and Recycling of Stoughton, LLC
Tradebe Treatment and Recycling of Northborough, LLC
United Industrial Services
United Oil Recovery

AGENCY CUSTOMER ID: 570000084433

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Tradebe Environmental Services, LLC	
POLICY NUMBER See Certificate Number: 570106936330			
CARRIER See Certificate Number: 570106936330	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Contractor's Pollution and Professional

Pollution Aggregate Limit Applies Per Project

Policy Type: Professional Liability and Contractors Pollution Liability, Claims-Made
Insurer Affording Coverage: Indian Harbor Insurance Company - SIR applies per the policy terms and conditions

Policy Number: PEC004703907

Effective Date: 12/31/2023

Expiration Date: 12/31/2024

Limit of Liability: \$10,000,000 aggregate / \$10,000,000 each pollution condition

Policy Type: Site Pollution Liability - Claims-Made - States / NY, CT and MA

Insurer Affording Coverage: Indian Harbor Insurance Company - SIR applies per the policy terms and conditions

Policy Number: PEC004563904

Effective Date: 12/31/2023

Expiration Date: 12/31/2024

Limit of Liability: \$5,000,000 aggregate / \$5,000,000 each pollution condition

Policy Type: Site Pollution Liability - Claims-Made - States / WI, TN and IN

Insurer Affording Coverage: Indian Harbor Insurance Company - SIR applies per the policy terms and conditions

Policy Number: PEC004563704

Effective Date: 12/31/2023

Expiration Date: 12/31/2024

Limit of Liability: \$5,000,000 aggregate / \$4,000,000 each pollution condition

Policy Type: Site Pollution Liability - Claims-Made

Insurer Affording Coverage: Indian Harbor Insurance Company - SIR applies per the policy terms and conditions

Policy Number: PEC000096408

Effective Date: 12/31/2022

Expiration Date: 12/31/2025

Limit of Liability: \$5,000,000 aggregate / \$5,000,000 each pollution condition

FORM MCS-90

OMB No.: 2126-0008 Expiration: 05/31/2024

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to TRADEBE ENVIRONMENTAL SERVICES of INDIANA
(Motor Carrier name) (Motor Carrier state or province)

Dated at 12:01 AM on this 20TH day of DECEMBER, 2022

Amending Policy Number: RM8CA00039221 Effective Date: 12/31/2022

Name of Insurance Company: EVEREST DENALI INSURANCE COMPANY

Countersigned by: *Dennis M. Ennot*
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This Insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- ☐ This Insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 908-604-3000

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

FORM MCS-90

OMB No.: 2126-0008 Expiration: 05/31/2024

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

I. Tradebe Household Hazardous Waste Collection Agreement

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT (SHORT FORM)

Effective Date of this Agreement ("Agreement"): [REDACTED]

Service Provider: Tradebe Environmental Services, LLC (1433 E. 83rd Ave., Merrillville, IN 46410 ("TES"))

Customer: [REDACTED] ("Customer")

TES and Customer agree as follows:

1. Services Provided. TES agrees to provide the household hazardous waste ("HHW") collection services ("Services") set forth in the Request for Quotation / Request for Proposal Number [REDACTED] ("RFP").

2. Payment for Services. Customer agrees to pay for the Services in accordance with the prices stipulated in the awarded bid ("Services Fee").

3. Term. This Agreement starts on the Effective Date and will continue until completion of the Services, unless sooner terminated for one of the following reasons: (a) by TES if Customer defaults in performing its obligations under this Agreement, (b) by Customer if TES defaults in performing its obligations under this Agreement, (c) by either party if the other party fails to comply with applicable federal, state and local environmental laws and regulations, or (d) by either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, admits in writing the inability to pay debts as they mature, has a trustee or receiver appointed by any court with respect to its assets, or has an action taken against it under bankruptcy or insolvency law or laws relating to the relief of debtors. A party electing to terminate for any of the foregoing reasons will give notice of termination to the other party. Termination does not extinguish rights under this Agreement. If Customer terminates this Agreement prior to the completion of the Services, Customer will pay TES the Services Fee for Services performed through the date of termination plus reasonable demobilization charges.

4. Standard of Performance. TES represents and warrants that the Services will be performed in a professional and competent manner in accordance with industry standards, using properly qualified and trained employees of TES.

5. Representatives. Each party will designate, in writing, a representative for purposes of communications in connection with the Services and performance of obligations under this Agreement.

6. Confidential Information. Each party will exercise due diligence to ensure that any confidential information it receives from the other party is used only as necessary in connection with performance of obligations under this Agreement and is not disclosed to any third party without the prior written consent of the other party. If (a) a court issues a subpoena or court

order; or (b) if health, human safety, or property is at risk; or (c) if reasonably required to comply with any federal, state, or local law, regulation, or rule or permit; or (d) if required to enforce its rights under this Agreement, then either party may, without violating the terms of this Agreement, disclose confidential information as is reasonably necessary with respect thereto.

7. Services on Site. If and to the extent Services are performed on property owned or controlled by Customer, Customer will provide TES and its employees and subcontractors (if any) a safe working environment for the Services and will disclose to TES and its employees and its subcontractors (if any) all known or suspected hazards associated with the performance of the Services. Customer will also inform its employees, agents and other contractors the presence of TES on the site, the nature of the work to be performed, and ensuring

Customer's employees, agents and other contractors do not interfere with the Services. TES will take necessary precautions for the safety of its employees, will comply with applicable provisions of the Occupational Safety and Health Act, and will comply with site-specific rules of Customer relating to environmental, health, safety and security that are provided in writing to TES prior to the start of Services.

8. Waste Profile. TES will accept (a) for households, only waste that meets the HHW description issued by Customer to residents eligible to participate in the HHW event(s), or (b) if the RFP scope includes waste from USEPA (40 CFR Part 262) Very Small Quantity Generators (VSQG) or Small Quantity Generators (SQG), waste that meets waste profiles as agreed to between TES and the VSOG or SQG.

9. Payment Terms. Payment terms are as set forth in the RFP or as otherwise agreed to between Customer and TES. If Customer disputes any portion of an invoice, the undisputed portion will be paid in accordance with payment terms.

10. Indemnity. TES agrees to indemnify, defend and hold Customer and the municipal or county political subdivision of which it is part, together with its/their respective officers, directors, agents and employees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, claims, penalties, forfeitures, damages, fines, suits, and the costs and expenses incident thereto (including costs of defense, settlement, investigation, expert fees and reasonable attorney's fees) (hereafter referred to collectively as "claims") which the Indemnified Parties may incur, become responsible for or pay as a result of: (1) death or bodily injury (including sickness, disease and emotional or mental distress) to any person; (2) destruction of or damage to any property or equipment (including loss of use); (3) contamination of or adverse effects on the environment or a facility; (4) any violation of governmental laws, regulations or orders, each of which as may be caused by: (i) TES's breach of any representation or warranty, default in the performance of any term or provision of this Agreement; or (ii) any negligent act or omission of TES, its employee, subcontractors (if any), agent or representatives. If any of the above damages are caused in part by acts or omissions of the Indemnified Parties, the amount of indemnification from TES will be proportional to the degree of comparative fault of the Indemnified Parties, its employees or other contractors. The indemnification obligations of TES under this paragraph are absolutely conditioned upon TES receiving prompt written notice of a claim for indemnification from an Indemnified Party or claimant after an Indemnified Party is served with a claim or becomes aware of an event giving rise to a claim for indemnification. The foregoing indemnity obligations in this paragraph will survive the termination, expiration, or cancellation of the Agreement for a

period of one (1) year. The obligation of TES to indemnify the Indemnified Parties will not extend to claims for indirect, special, incidental or consequential damages of any kind whatsoever.

11. Insurance. TES will maintain at its own expense during the term of this Agreement the following insurance coverage. Contractor's Pollution Liability is for claims during policy period.

Coverage	Policy Limits
Workers Compensation	Statutory
Automobile Liability	\$2,000,000
General Liability	\$2,000,000 per occurrence \$2,000,000 products-completed operations aggregate \$2,000,000 general aggregate
General Liability - Umbrella	Minimum \$5,000,000 per occurrence Minimum \$5,000,000 combined aggregate
Contractor's Pollution Liability	Minimum \$5,000,000 per incident Minimum \$5,000,000 aggregate

TES agrees to furnish certificates to Customer evidencing these insurance coverages upon written request from Customer.

12. Excuse of Performance (Force Majeure). The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes include but are not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, pandemics or sabotage, lack of adequate fuel, power, raw materials, labor, transportation facilities, or destruction facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party is required to settle a labor dispute against its own best judgment); or compliance with any order, request, or control of any governmental authority or persons purporting to act therefor, provided, however, that any such order, request or control is not the result of either party's failure to comply with applicable laws, permits and regulations. The party which is prevented from performing by a cause beyond its reasonable control will use its best efforts to eliminate such cause or event.

13. Notice. Notices required or permitted under this Agreement must be in writing and will be deemed received on the following dates: when personal delivery is made (with written receipt); when received by the addressee if sent by U.S. mail with return receipt requested or a nationally recognized overnight courier (receipt confirmation); on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or on the fifth business day after the date mailed by first class mail, postage prepaid.

Such communications must be sent to the following addresses:

If to TES: Tradebe Environmental Services, LLC
234 Hobart Street
Meriden, CT 06450
Attn: General Counsel

If to Customer:

14. Independent Contractor. TES will be fully independent in performing the Services and will not act as an agent or employee of Customer. As such, TES will maintain complete control of, and be solely responsible for, its employees, subcontractors (if any), agents and operations.

15. Limitation of Liability. Neither TES nor Customer will be liable to the other for claims for indirect, special, incidental or consequential damages of any kind whatsoever. Except in respect of indemnification claims under Paragraph 10 (Indemnity), the liability of TES in connection with Services will not exceed the amount of the Services Fee paid to TES for such Services.

16. Waste Materials for Incineration. For waste materials designated for or requiring incineration, TES reserves the right to (a) increase pricing, effective upon notice to Customer, to reflect increases in costs for incineration, or (b) decline acceptance of such materials to the extent TES determines there is no available outlet for incineration.

17. Pre-existing Contamination. TES will not be responsible or liable for pre-existing contamination at the site where Services are performed.

18. Assignment. Neither party may assign its rights or delegate its duties under this Agreement to any other person or entity, except in respect of permitted subcontractors to TES, by operation of law or otherwise, without the other party's prior written consent. This Agreement is binding upon and inures to the benefit of each party's successors and permitted assigns.

19. Entire Agreement. This Agreement, the RFP and the bid award represent the entire understanding and agreement between the parties hereto and supersede any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services. This Agreement controls over any conflicting terms in the RFP or additional or conflicting terms in any form purchase order issued in furtherance of the bid award. Any modifications to this Agreement must be in writing, must be signed by Customer and TES, and must make express reference to this Agreement.

20. Choice of Law; Jurisdiction; Venue. This Agreement will be construed and interpreted according to the laws of the state where the Services are performed, without any consideration being given to the conflicts of laws principles adopted or followed under the laws of that state.

21. Waiver. Neither party's delay in enforcing any right or remedy afforded hereunder or by law will prejudice or operate to waive that right or remedy or any other right or remedy which it will have available; nor will any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

22. Electronic Signatures and Counterparts. This Agreement and any documents referred to in this Agreement may be signed by means of electronic signature in the space provided, which is then transmitted to the other party. The electronic signature will be deemed an original signature, having the same effect as a signature by hand. This Agreement may be signed in counterparts. Taken together, the counterparts form one single document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Customer:

Tradebe Environmental Services, LLC

By: _____

Duly Authorized

Printed Name: _____

By: _____

Duly Authorized

Printed Name: _____



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and ADOPT AN ORDINANCE AMENDING ORDINANCE NO. 6699 (AN ORDINANCE AMENDING ORDINANCE NO. 6656) for the adaptive reuse of a vacant office building. An ordinance extending the variation's effective date for an additional six-month period.
Meeting	December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	
Budget Source	
Category	NEW BUSINESS
Type	Action Item

Information

This ordinance amends Ordinance No. 6699, by extending the time period for a variation for an additional six-month period to be effective through and including June 30, 2025.

Discussion

A zoning map amendment (I-1 to B-5) and a variation for increased density (16 dwelling units/acre to 25 dwelling units/acre) was approved via Ordinance No. 6656 for the adaptive reuse of a vacant office building into a twenty-unit multifamily residential building on December 20, 2022. On October 17, 2023, the Board of Trustees enacted Ordinance No. 6699 amending Ordinance No. 6656 to extend the effective date of the variation granted in Ordinance No. 6656 for a period of one year to be effective through and including December 20, 2024, requiring that permits must be issued and construction begun by said date. The property was sold, and a new owner has since acquired the property. The new owner, OJ Isak of 500 Central Rd LLC, is requesting a second extension. The new owner filed its first permit request for the subject property in August of this year. Planning staff anticipates that the permit will not be issued, nor will construction have commenced, by December 20, 2024.

The project includes extensive alterations for the existing three-story podium style building including:

- twenty (20) dwelling units (one- and two-bedroom market-rate rental units),
- exterior facade improvements to replace the outdated office building with a more modern aesthetic reflecting a multi-family residential building,
- a reorganization of the ground floor parking lot configuration,
- a new loading zone along the Central Road frontage for trash and delivery trucks, and

- substantial landscaping throughout the property.

Alternatives

1. Adopt an Ordinance amending Ordinance No. 6699 to extend the effective date of said Ordinance, by extending the time period for a variation for an additional six-month period to be effective through and including June 30, 2025.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends that the Village Board approve the Ordinance extending the effective date of the variation granted for the property located at 500 W Central Road for an additional six-month period to be effective through and including June 30, 2025.

Attachments

1. Request for Extension Ord. 6699 (500 W Central Rd)
2. Ordinance Amending Ord 6699 (500 W Central Rd)
3. Ord 6656 12_20_2022 Granting a ZMA and a VAR 500 W. Central Road
4. 8.1 1st reading of AN ORDINANCE GRANTING A ZONING MAP AMENDMENT AND A VARIATION FOR PROPERTY LOCATED AT 500 W

500 Central Rd LLC

875 N Michigan Ave Ste 3100
Chicago IL 60611

November, 18th 2024

Jason C. Shallcross, AICP, CECd

Director of Community & Economic Development

Village of Mount Prospect, Illinois 60056

P: 847-818-5307

Subject: Request for Extension of Zoning Approvals and Fee Waiver for 500 W Central Rd Project

Dear Mr. Shallcross,

I am writing to formally request an extension of the zoning approvals for the redevelopment project at 500 W Central Rd, Mount Prospect, IL, currently set to expire on December 20th, 2024.

Reason for Delay and Requested Extension

The delay in progressing the project has primarily been due to unforeseen circumstances related to the elevation design. We were unaware that the elevation view had been approved by the previous owner and that we needed to adhere to it, which required us to revise our plans. Additionally, our architect has been managing a high volume of work, which has further delayed the revision process.

To ensure the successful completion of the project, we respectfully request a six-month extension of the zoning approvals. If the review process proceeds quickly and our architect is able to provide the necessary revisions promptly, we anticipate requiring much less time than the requested extension.

Request to Waive Fees

In conjunction with the extension request, we also formally request a waiver of fees for this project under the Redevelopment Agreement (RDA). We understand that all code-required bonds and project escrows will remain necessary, and we are prepared to meet those requirements.

Corporate Information

- Corporate Name: 500 Central Rd LLC
- Corporate Address: 500 W Central Rd, Mount Prospect, IL
- Corporate Title for Agent Executing Agreement: OJ Isak, Member

Next Steps

Please let us know if additional documentation or information is required to process these requests. We remain committed to moving this project forward and are available to discuss further at your convenience.

Thank you for your understanding and support.

Sincerely,
OJ Isak
Member
500 Central Rd LLC
P: 773-877-9376
E: office@500central.com

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 6699

WHEREAS, the President and Board of Trustees of the Village of Mount Prospect did grant a variation from Chapter 14 (Zoning Ordinance), as requested by Thomas Budzik, being the subject of PZ-09-22, for property located at 500 West Central Road, through passage of Ordinance No. 6656 and amended by Ordinance No. 6699; and

WHEREAS, pursuant to the regulations of the Village Code of Mount Prospect, SECTION TWO of Ordinance No. 6699 provides that permits for construction must be obtained on or before December 20, 2024; and

WHEREAS, while the Petitioner is desirous of pursuing the construction of the conversion of the existing office building into a twenty-unit multifamily residential building, being the subject of Ordinance No. 6656 and the requirement for obtaining building permits prior to December 20, 2024, as set forth in Ordinance No. 6699, will not be met; and

WHEREAS, the Petitioner has requested an amendment to Ordinance No. 6699 to extend the date of December 20, 2024, six (6) months so that the variation shall be valid for a period through and including June 30, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT 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 the recitals set forth hereinabove are incorporated as findings of fact by the President and Board of Trustees of the Village of Mount Prospect.

SECTION TWO: That the President and Board of Trustees of the Village of Mount Prospect do hereby amend SECTION TWO of Ordinance No. 6699 by

extending the date for obtaining building permits for six (6) additional months, so that said variation shall be valid for a period through and including June 30, 2025.

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

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this 3rd day of December 2024

Paul Wm. Hoefert
Mayor

ATTEST:

Karen M. Agoranos
Village Clerk

ORDINANCE NO. 6656

AN ORDINANCE GRANTING A ZONING MAP AMENDMENT AND A VARIATION FOR PROPERTY
LOCATED AT 500 W. CENTRAL ROAD,
MOUNT PROSPECT, ILLINOIS

WHEREAS, Thomas Budzik ("Petitioner"), is seeking a Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation for increased density to allow twenty (20) residential dwelling units for property located at 500 W. Central Road, Mount Prospect, Illinois (the "Subject Property") Mount Prospect and legally described as:

LOT 'A' IN OWNER'S RESUBDIVISION OF LOT 3 (EXCEPT THE WEST 282.52 FEET THEREOF) OF CHARLES'S BEHLENDORF'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.58 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) ACCORDING TO THE PLAT THEREOF OF SAID OWNER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1970 AS DOCUMENT NUMBER 2535801, IN COOK COUNTY, ILLINOIS.

PIN(s): 03-34-326-008-0000

WHEREAS, the Petitioner seeks 1) Zoning Map Amendment to rezone the Subject Property from I-1 Limited Industrial to B-5 Central Commercial 2) Variation for increased density to allow twenty (20) residential dwelling units as shown on the Petitioner's Site Plan attached as Exhibit "A" and;

WHEREAS, a Public Hearing was held on the request for a Zoning Map Amendment and Variation being the subject of PZ-09-22 before the Planning and Zoning Commission of the Village of Mount Prospect on the 8th day of December, 2022, pursuant to proper legal notice having been published in the Daily Herald on the 23rd of November; and

WHEREAS, the Planning and Zoning Commission has submitted its findings and recommendations to the Mayor and Board of Trustees in support of the request being the subject of PZ-09-22; and

WHEREAS, the Mayor and Board of Trustees of the Village of Mount Prospect have given consideration to the request herein and have determined that the request meets the standards of the Village and that the granting of the 1) Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial and 2) Variation for increased density to allow twenty (20) residential dwellings would be in the best interest of the Village.

NOW, THEREFORE, 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: The recitals set forth hereinabove are incorporated as findings of fact by the Mayor and Board of Trustees of the Village of Mount Prospect.

SECTION TWO: The Mayor and Board of Trustees of the Village of Mount Prospect do hereby grant 1) Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial for the Subject Property and 2) Variation for increased density subject to the following conditions:

1. Development of the site in general conformance with the plans prepared by Thomas Architects, dated 9/14/2022;
2. The Petitioner shall address all comments included in the Village review letter dated October 228, 2022;
3. Submittal of landscape, tree inventory, irrigation, and photometric plans that comply with the Village codes and regulations;
4. All ground and rooftop mounted mechanical equipment shall be screened according to Village Code;
5. Petitioner shall provide a complete building code analysis during the permitted process, which shall comply with the requirements set forth in the adopted building codes and amendments as adopted by

- the Village;
6. Prior to issuance of any certificate of occupancy, easements shall be confirmed/granted over the public utilities (water and storm) that cross the east side of the site, in a form acceptable to the Village;
 7. The Petitioner shall make good faith efforts to modify the site plan to include two entrances into the parking area from the existing curb cut in front of the subject property;
 8. Compliance with all applicable Village Code requirements, including but not limited to zoning, fire code, sign code regulations, and building regulations."

SECTION THREE: The Village Clerk is hereby authorized and directed to record a certified copy of this Ordinance and Exhibit "A" Site Plan with the Recorder of Deeds of Cook County on title to the Subject Property.

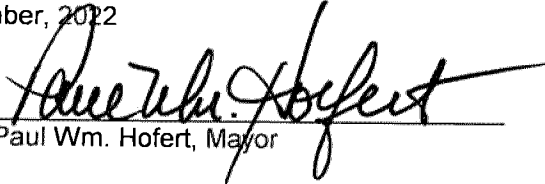
SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval and publication in in the manner provided by law.

AYES: Gens, Matuszak, Rogers, Saccotelli, Zadel

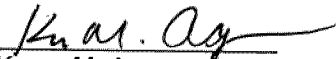
NAYS: Filippone

ABSENT: None

PASSED and APPROVED this 20th day of December, 2022


Paul Wm. Hofert, Mayor

ATTEST:


Karen M. Agoranos
Village Clerk



Item Cover Page

Subject	1st reading of AN ORDINANCE GRANTING A ZONING MAP AMENDMENT AND A VARIATION FOR PROPERTY LOCATED AT 500 W. CENTRAL ROAD, MOUNT PROSPECT, ILLINOIS (PZ-09-22)
Meeting	December 20, 2022 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD -
Fiscal Impact	false
Dollar Amount	
Budget Source	
Category	NEW BUSINESS
Type	Action Item

Information

The Thomas Budzik ("Petitioner") proposes to rezone 500 W Central Road ("Subject Property") from I-1 Limited Industrial to B-5 Central Commercial to convert the existing, nearly 25,000 square foot, office building into a multi-family residential building. The Petitioner is proposing extensive alterations for the existing three-story podium style building including:

- the buildout of the second and third floors
- twenty (20) dwelling units (one- and two-bedroom market-rate rental units),
- exterior façade improvements to replace the outdated office building with a more modern aesthetic reflecting a multi-family residential building,
- a reorganization of the ground floor parking lot configuration,
- a new loading zone along the Central Road frontage for trash and delivery trucks, and
- substantial landscaping throughout the Subject Property.

The project requires approval of a zoning map amendment and a variation.

The maximum density permitted on the site is 13 dwelling units (16 du/acre) and the Petitioner is requesting to increase to 20 dwelling units (25 du/acre). The project proposes 44 parking stalls for standard automobiles, including 2 accessible and 4 guest parking stalls and a new loading zone for trash/delivery trucks is proposed along the front of the building per staff's recommendation. A passive

recreational area consisting of outdoor furniture and thoughtful landscaping will replace a portion of the existing parking lot to the east of the building decreasing the site's existing lot coverage.

Building materials primarily consist of rain screen panels, vertical and horizontal aluminum siding, and aluminum window frames and railings. From an appearance standpoint, the addition of panels that will cover all of the existing exposed aggregate concrete panels will modernize the existing façade. The building will be completely covered in panel or glass with no masonry elements. The design is largely a combination of layered rectangular shapes, with a main horizontal building body, that has applied vertical panels and windows to break up the length. In addition, the existing precast structure adds vertical elements to the project. Modern architecture stresses simplicity and geometry which is reflected in the design of the building.

The Petitioner provided a traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc (KLOA), and the document summarizes the impact of the traffic generated by the proposed apartment development on the area roadway system. The memo notes that the proposed development and trip generation estimates show significantly less traffic during the peak hours and on a daily basis than either office use. The site-generated trips will increase the two-way traffic volume along Central Road by one percent or less during the weekday morning and evening peak hours. As such, the proposed apartment development will have a reduced traffic impact on area roadways.

Zoning Map Amendment

Rezoning to the B-5 Central Commercial District would be in keeping with the existing and proposed use of the property. The B-5 zoning designation will be consistent with the Village's Comprehensive Plan's designation. In addition, the rezoning will be compatible with the surrounding properties.

Variation

The Subject Property is unique and a hardship exists due to the physical constraints of working with an existing building on an irregular-shaped lot. Per the Petitioner, the adaptive re-use project dealing with alterations to an existing building would limit the project to 12 dwelling units and lead to units that are too large. The property owner has determined that the target market is for studio, one- and two-bedroom units, and an increase to 20 dwelling units would provide a good mix of unit types with rents ranging from \$1,500 to \$2,700. In terms of providing context on other developments in the downtown area, the following projects were all approved as planned unit developments, which provide relief typically not granted under the strict reading of the zoning ordinance.

Project Name	Address	Zoning	Lot Area in Acres (AC)	No. of Dwelling Units (DU)	Density (DU/AC)
1. The Lofts at Village Centre	40 E. Northwest Hwy	B-5C*	1.0561	34	32.2
2. Village Centre Residences	20 S. Main St, 11 S. Wille St, 5 W. Central Rd	B-5C*	2.7617	205	74.2
3. The Emerson at Village Centre	100 S. Emerson St	B-5C*	0.74	52	70.3
4. 10 North Main Apartments	10 N. Main St	B-5C*	1.697	97	57.2
5. 20 West	20 W. Northwest Hwy	B-5C*	1.2685	73	57.5
6. Prospect Place	1-27 Prospect Av	B-5C*	0.82	80	97.6
7. HQ Residences	112 E. Northwest Hwy	B-5C*	1.283	88	68.6
8. Maple Street Lofts "A"	215 E. Prospect Av	B-5C*	Approx. 1.5	192	128
9. Maple Street Lofts "D"	235 E. Prospect Av	B-5C*	Approx. 0.54	65	120.4

The table shows that previously approved residential projects in the downtown area are all zoned B-5C. The B-5C district permits residential densities of 30 dwelling units per acre. The table demonstrates that all of these projects have been approved for densities much higher than what code allows, ranging from 32 du/ac to 128 du/ac.

Per the Petitioner, medical office uses are no longer the best use of the Subject Property as evidenced by the high vacancy rates. Staff believes the development of the property can serve as an extension of the downtown area and also as a catalyst to spur additional development along Central Road. The Subject Property

is close to public transportation and to the Village's downtown, and will provide needed housing to the area.

The width of the driveways, the parking setback, the parking garage clearance height and the proposed building height are noted as existing non-conformities and will not require variations.

Public Hearing: At the Planning & Zoning Commission hearing on December 8, 2022, the Commission recommended approval of the project by a vote of 5-0. No public comment was received before or during the hearing on this matter. The Commissioners raised concerns related to providing only one vehicular entrance and exit into the parking area and the state of the existing sidewalk within the public right-of-way.

Staff explained that because the building is an existing structure, the manner in which emergency vehicles access the site currently would remain unchanged. In the event of an emergency, emergency vehicles are and would be staged on the existing driveway or on Central Road. If an emergency vehicle needs to get onto the site, the emergency vehicle can drive over the curb. Further discussions with the fire department indicated that the fire department has no issues with the proposed emergency vehicle access. If this was proposed as new construction, fire access around the perimeter of the building would be required. The fire department also indicated fewer emergency calls are anticipated under a residential use; currently, most emergency calls have been generated by the medical office uses within the existing building for ambulance services. Options to include secondary access such as an additional curb cut along Central Road were previously discussed with staff, but it had been determined that the proposed option would be the less impactful and likely the most acceptable to IDOT. The Planning and Zoning Commission therefore recommended to approve the project with the addition of a condition to modify the site plan to include two entrances/exits to the parking area from the existing single curb cut.

Regarding the sidewalk issue, the commissioners expressed that relocation of the sidewalk closer to the project to accommodate some green space between the sidewalk and traffic would be preferred. The commissioners also stated that the existing sidewalk is in a state of disrepair. Due to a number of reasons, the Public Works Department would like the public sidewalk to remain where it is currently located, as there is an effort underway to study the location of bike routes Village-wide. Note that relocating the public sidewalk to accommodate for parkway would result in a need for an easement, as the sidewalk would be located on private property. Also, the relocation of this sidewalk should be coordinated in conjunction with the redevelopment of neighboring properties to provide a continuous sidewalk along the entire block. With regards to the condition of the sidewalk

along the north side of Central Road, the Public Works department is aware that it is not in great shape, and have been exploring plans to repair it. However, Central Road is under IDOT's jurisdiction, which comes with its own complications.

The Petitioner is requesting to waive the required second reading of the request.

STAFF RECOMMENDATION: Staff is confident that a viable site plan that satisfies the concerns of the Planning and Zoning Commission, the Village, and the property owner can be achieved. Therefore, staff recommends approval of the zoning map amendment and variation requests with the additional condition recommended by the Planning and Zoning Commission to modify the site plan to include two entrances/exits to the parking area from the existing single curb cut and approval to waive the second reading.

Alternatives

1. Approve a zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial at 500 W. Central Road; and
2. Approve a variation for increased density to allow 20 residential dwelling units (26 dwelling units per acre), subject to the conditions of approval listed in the attached Ordinance.
3. Action at the discretion of the Village Board.

Staff Recommendation

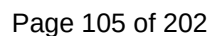
Approval of:

1. A zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial at 500 W. Central Road; and
2. A variation for increased density to allow 20 residential dwelling units (26 dwelling units per acre), subject to the conditions of approval listed in the attached ordinance.

ATTACHMENTS:

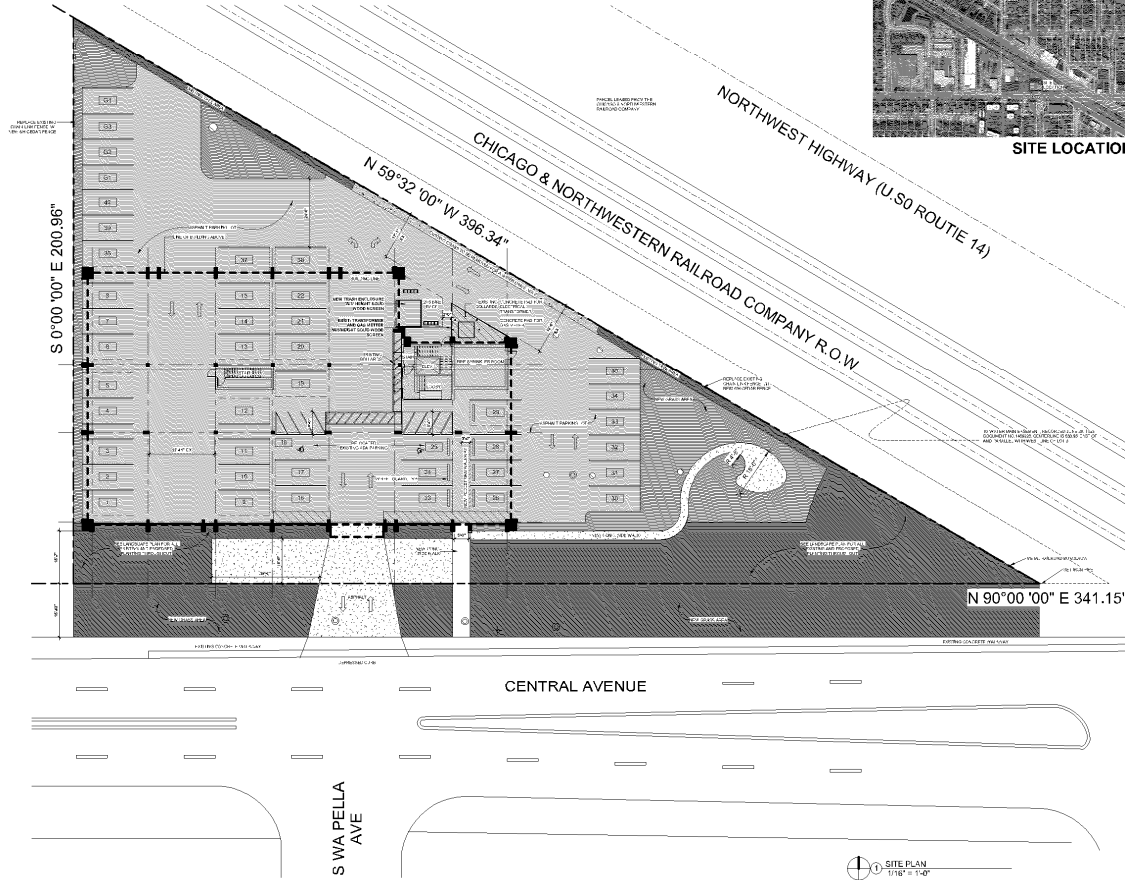
PZ-09-22 Plans.pdf
PZ-09-22 Staff Report.pdf
PZ-09-22 Administrative Content.pdf
PZ-09-22 Request for Waiver of 2nd Reading.pdf
PZ-09-22 Traffic Impact Statement.pdf
PZ-09-22 Minutes.pdf
PZ 09-22 Ord 500 W Central_.pdf

LOT "A" IN OWNER'S RESUBDIVISION OF LOT 3 (EXCEPT THE WEST 282.52 FEET THEREOF) OF CHARLES'S BEHELDORF'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.58 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) ACCORDING TO THE PLAT THEREOF OF SAID OWNER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1970 AS DOCUMENT NUMBER 2935801, IN COOK COUNTY, ILLINOIS



ADAPTIVE REUSE OF EXISTING OFFICE BUILDING TO 20-UNIT
APARTMENT BUILDING:

500 W Central Rd
Mt Prospect, IL 60056



ZONING DATA

ZONING DISTRICT
R-1
FRONT YARD SET BACK
SIDE YARD SET BACK
REAR YARD SET BACK
ZONING REQUIREMENTS
NO CENTRAL COMMERCIAL
NO RETAIL REQUIREMENTS
TOTAL LOT AREA
54,200 SF
EXIST. BUILDING AREA
1,000 SF ± 25% ± 25% OF
EXIST. IMPROVEMENTS AREA
2,000 SF ± 25% ± 25% OF
PROPOSED IMPROVEMENTS AREA
2,000 SF ± 25% ± 25% OF
BUILDING HEIGHT
3 STORIES MAXIMUM
MAXIMUM DENSITY OF 10 UNITS PER ACRE
PROPOSED NO. OF UNITS 20
PROPOSED NO. OF PARKING SPACES
40
PROPOSED PARKING
40
PROPOSED GUEST
2
MINIMUM OPEN SPACE AND LANDSCAPING
8,000 SQ. FT. MINIMUM

No.	Description	Date
2	ZONING SUBMITTAL 2	9/14/2022

PROJECT INFORMATION
**PCI PROPERTIES
MFR CONVERSION.**

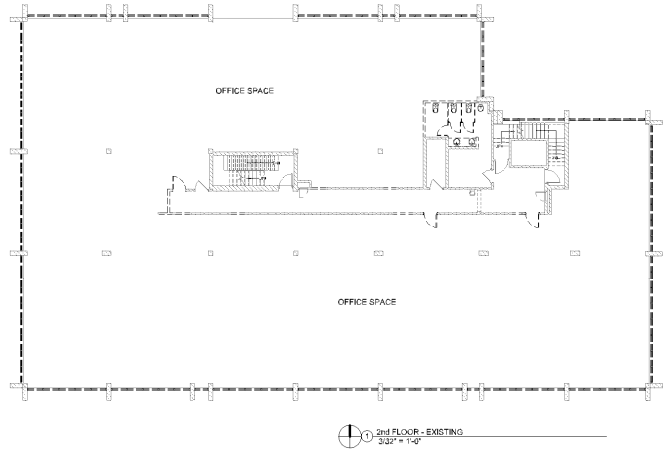
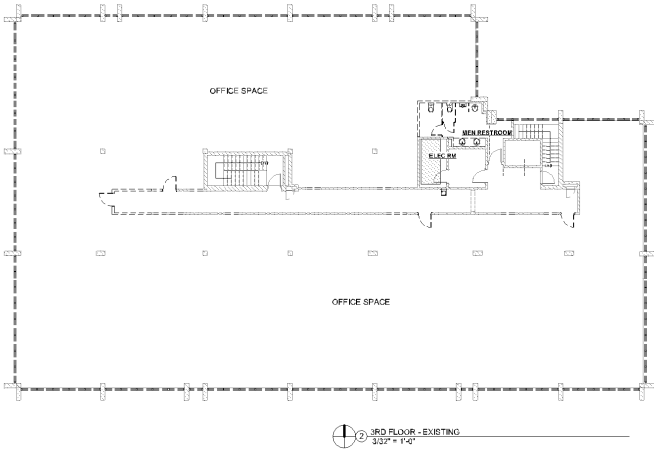
500 W Central Rd
Mt Prospect, IL 60056

Project: 21-179

Design: SITE PLAN

Sheet: D-1.0

\\sbs001\work\2021\21-179_Zoning_500 W Central Project & Drawings\21-179_500 W Central.dwg



No.	Description	Date
2	ZONING SUBMITTAL 2	9/14/2022

Project Name and Address

**PCI PROPERTIES
MFR CONVERSION.**

500 W Central Rd
Mt Prospect, IL 60056

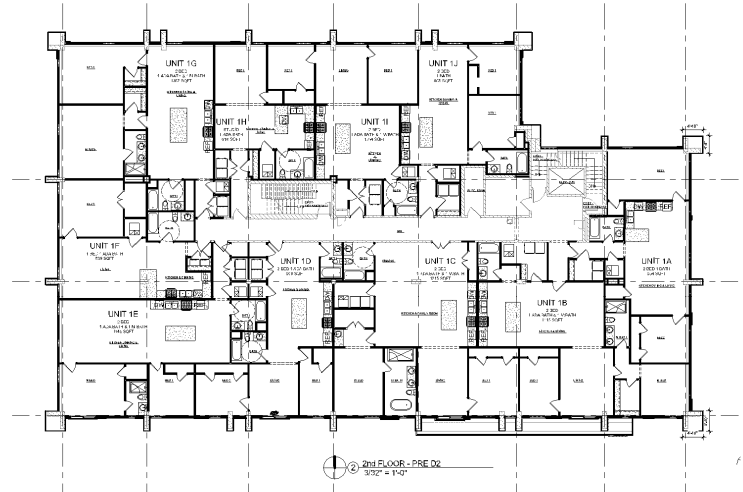
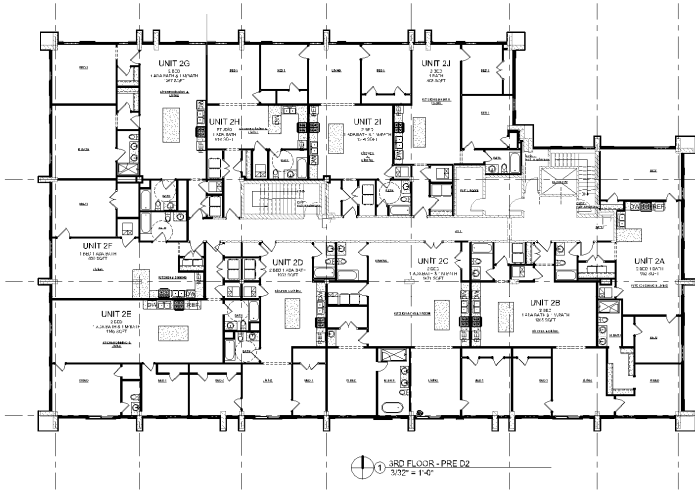
Project: 21-179

Drawn: EXISTING PLAN

Sheet: **D-2.1**

UNIT MATRIX

	1BDR	1BDR	2BDR
1ST	2	1	1
2ND	2	1	1
TOTAL	4	2	2



No.	Description	Date
2	ZONING SUBMITTAL 2	9/14/2022

Project Name and Address

**PCI PROPERTIES
MFR CONVERSION.**

500 W Central Rd
Mt Prospect, IL 60056

Project: 21-179

Drawn: PROPOSED FLOOR
PLAN

Date: D-2.2



TIPARAPET
35'-8 1/2"

3RD FLOOR
22'-8 1/2"

2ND FLOOR
10'-3"

1st Floor
0'

② REAR (NORTH) ELEVATION
3'10" = 1'-0"



TIPARAPET
35'-8 1/2"

3RD FLOOR
22'-8 1/2"

2ND FLOOR
10'-3"

GRADE
0'-4 1/2"

No.	Description	Date
1	ZONING SUBMITTAL 2	9/14/2022

PCI PROPERTIES
MFR CONVERSION.

500 W Central Rd
Mt Prospect, IL 60056

Project: 21-179

Drawn: FRONT ELEVATION

D-3.1

① FRONT (SOUTH) ELEVATION
3'10" = 1'-0"

PROJECT NAME AND ADDRESS

PROJECT: 21-179

DRAWN: FRONT ELEVATION

DATE: 9/14/2022

PROJECT: 21-179

DRAWN: FRONT ELEVATION

DATE: 9/14/2022

PROJECT: 21-179

DRAWN: FRONT ELEVATION

DATE: 9/14/2022

PROJECT: 21-179

DRAWN: FRONT ELEVATION

DATE: 9/14/2022

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PROJECT: 21-179

DRAWN: FRONT ELEVATION

DATE: 9/14/2022

PROJECT: 21-179

DRAWN: FRONT ELEVATION

DATE: 9/14/2022

PROJECT: 21-179



D-3.2





INSPIRATION

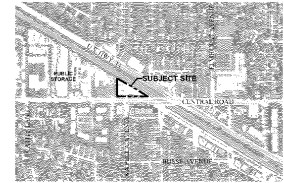
Page 112 of 202

REPRESENTATIVE PLANT LIST

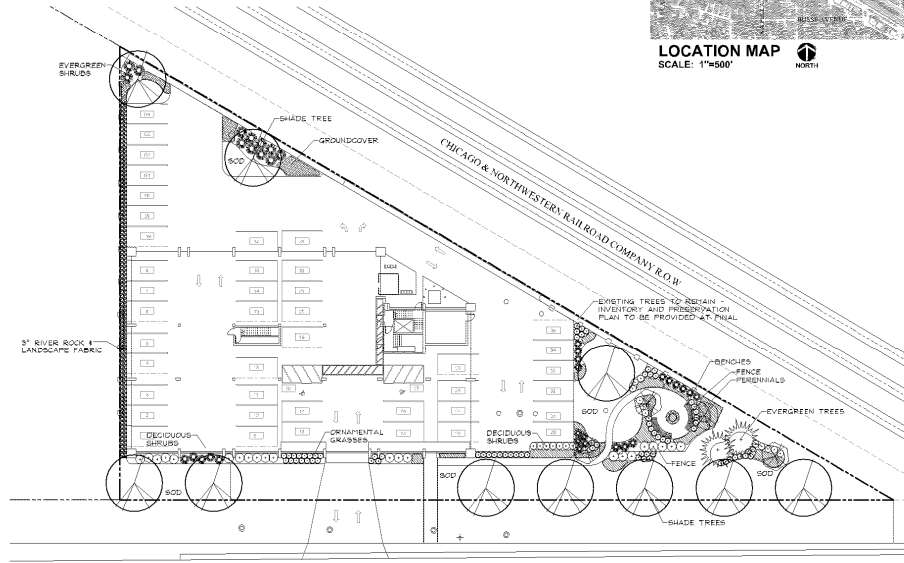
Key	Botanical/Common Name	Size	Mature Ht.	Remarks
	SHADE TREES			
	Acer s. thomasi 'Jeffers' Red	2 1/2' Cal.	40-55'	
	AUTHOR BLAZE MAPLE			
	Quercus rubra	3 1/2' Cal.	60-70'	
	ORNAMENTAL TREES			
	Prunella x grandis	6' Ht.	10-20'	Multi-Stem
	APPLE SERVICEBERRY			
	Red maple 'Cory'	6' Ht.	40-50'	Multi-Stem
	EVERGREEN TREES			
	Abies concolor	6' Ht.	50-60'	
	WHITE FIR			
	DECIDUOUS SHRUBS			
	Hydrangea paniculata 'Vanilla Ice'	24" Tall	8'	3' O.C.
	LITTLE OLIVE TREE HYDRANGEA			
	Red 'Fragrant Little Leaf'	24" Tall	8'	3' O.C.
	PERENNIALS AND ORNAMENTAL GRASSES			
	Alumina 'Sensational' Bees	18"	18" O.C.	
	SAFFRON BEAUTY ONION			
	Coastal 'Sensational' Yarn 'Foster'	18"	18" O.C.	
	GROUNDCOVERS			
	Urtica dioica	18"	18" O.C.	
	GREENING LANTANA			
	Viburnum 'Dart's Blue'	18"	18" O.C.	

GENERAL LANDSCAPE NOTES

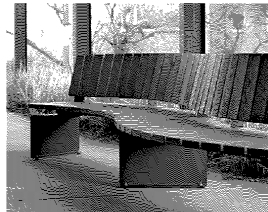
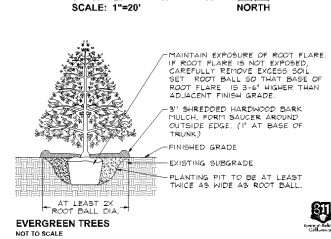
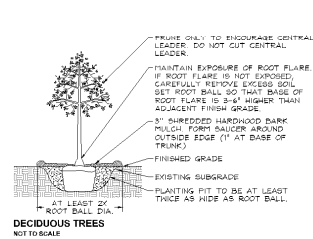
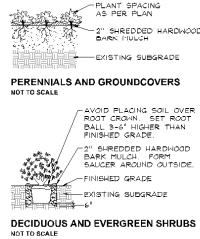
- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variances.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to amend trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.



LOCATION MAP
SCALE: 1"=500'



PLANTING DETAILS



LANDSCAPE FORMS - LINK BENCH

GRWA
GARY R. WEAVER
ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTS
410 W. LIBERTY (NINE)
SPRINGFIELD, ILLINOIS 62761
PHONE: 618.455.1192
WWW.GRWA.COM

BONO CONSULTING
1818 E. MONROE
P.O. BOX 1100
SPRINGFIELD, ILLINOIS 62761
PHONE: 618.455.1192
WWW.BONOC.COM

PCIPROPERTIES
1818 E. MONROE
P.O. BOX 1100
SPRINGFIELD, ILLINOIS 62761
PHONE: 618.455.1192
WWW.PCIPROPERTIES.COM

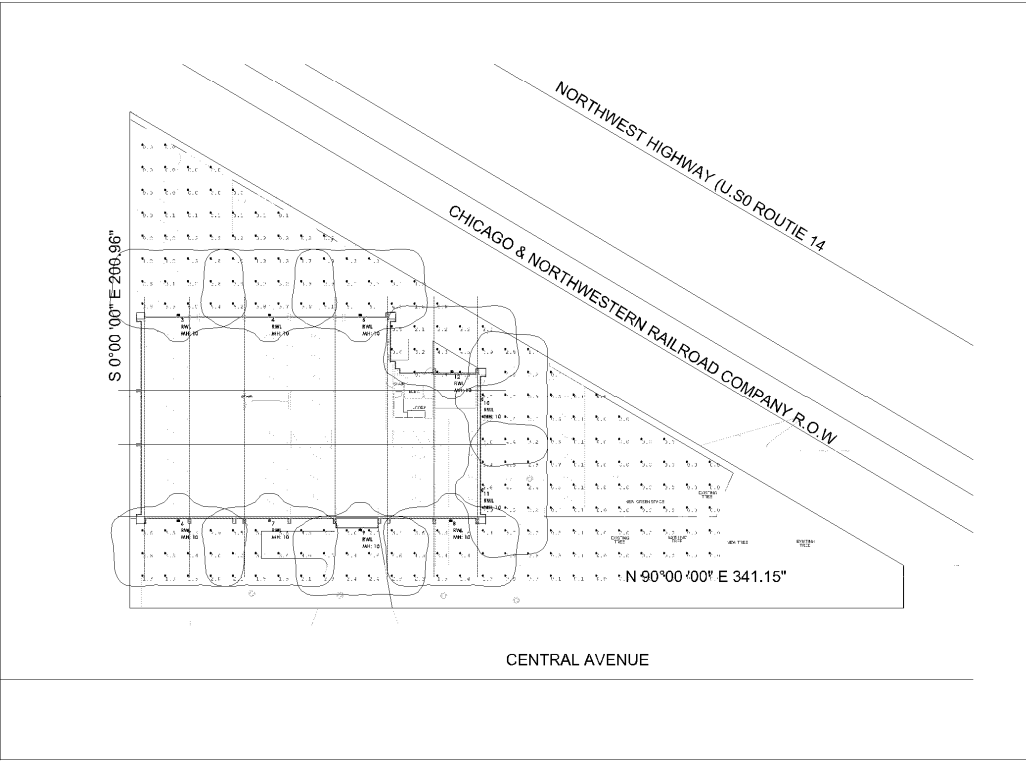
500 W. CENTRAL ROAD
MOUNT PROSPECT, ILLINOIS
CONCEPT LANDSCAPE PLAN

REVISIONS

DATE	10/20/2021
PROJECT NO.	TH2223
DRAWN	NS
CHECKED	GS
SHEET NO.	1 OF 1

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.							
Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Luminaire Watts	LLF	Manufacturer
Q	10	PWL	WALL	5704	46.5	0.900	WHITEWAY LIGHTING
Description				RWL1-48L-45-4K7-4W-U			

Calculation Summary									
Label	Calc Type	Units	Avg	Max	Min	Max/Min	Avg/Min	Description	
PARKING LOT Planar	Illuminance	Fc	1.87	6.9	0.9	N/A	N/A	READINGS TAKEN @ GRADE LEVEL	



Scale: 1 inch= 20 Ft.

APPLICATION AND TASK	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVERAGE	MAXIMUM
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	40	15:1
PARKING (UNCOVERED) ZONE 1 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	40	15:1
SATFET (BUILDING EXTERIOR)	1	0.5 - 2	-	-	-	-
FOR PROPERTY SIGNS, RATE AVG. TO 3						
THIS SCHEDULE IS BASED ON THE LIGHTING HANDBOOK 10TH EDITION AND IESNA-2014. INDIVIDUAL APPLICATIONS WILL VARY BASED ON SPECIFIC OCCUPANCY AND USE. PLEASE REFER TO THE LIGHTING HANDBOOK FOR A COMPLETE LIST OF APPLICATIONS AND AVERAGE MAINTAINED FOOTCANDLE REQUIREMENTS. THIS SCHEDULE IS FOR GENERAL REFERENCE ONLY. APPLICATIONS MAY VARY.						

Luminaire Location Summary				
LumNo	Label	Mtg Ht	Orient	Tilt
3	RWL1-48L-45-4K7-4W	10	90	0
4	RWL1-48L-45-4K7-4W	10	90	0
5	RWL1-48L-45-4K7-4W	10	90	0
6	RWL1-48L-45-4K7-4W	10	270	0
7	RWL1-48L-45-4K7-4W	10	270	0
8	RWL1-48L-45-4K7-4W	10	270	0
9	RWL1-48L-45-4K7-4W	10	270	0
10	RWL1-48L-45-4K7-4W	10	0	0
11	RWL1-48L-45-4K7-4W	10	0	0
12	RWL1-48L-45-4K7-4W	10	90	0

NOTES	
PC-EIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.	
ANY VARIANCE FROM THE FACTORS VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.	
THIS ANALYSIS IS A MAINTENANCE MODEL AND CAN BE ONLY AS ACCURATE AS THE PERMITTED BY THE THIRD PARTY SOFTWARE AND THE STANDARDS USED.	
FUTURE TYPE AND QUANTITIES MAY CHANGE BASED ON OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.	
FUTURE TYPE AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPE AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.	
CALCULATION GRID VALUES 10'x10' G.C.	

PROJECT NAME:
PCI PROPERTIES MFR CONV - 500 W CENTRAL RD MT PROSPECT, IL 60056

CLIENT NAME:
Thom Budzik, AIA - Thomas Architects

DATE:
10/20/2022

PAGE:
Page 1 of 1

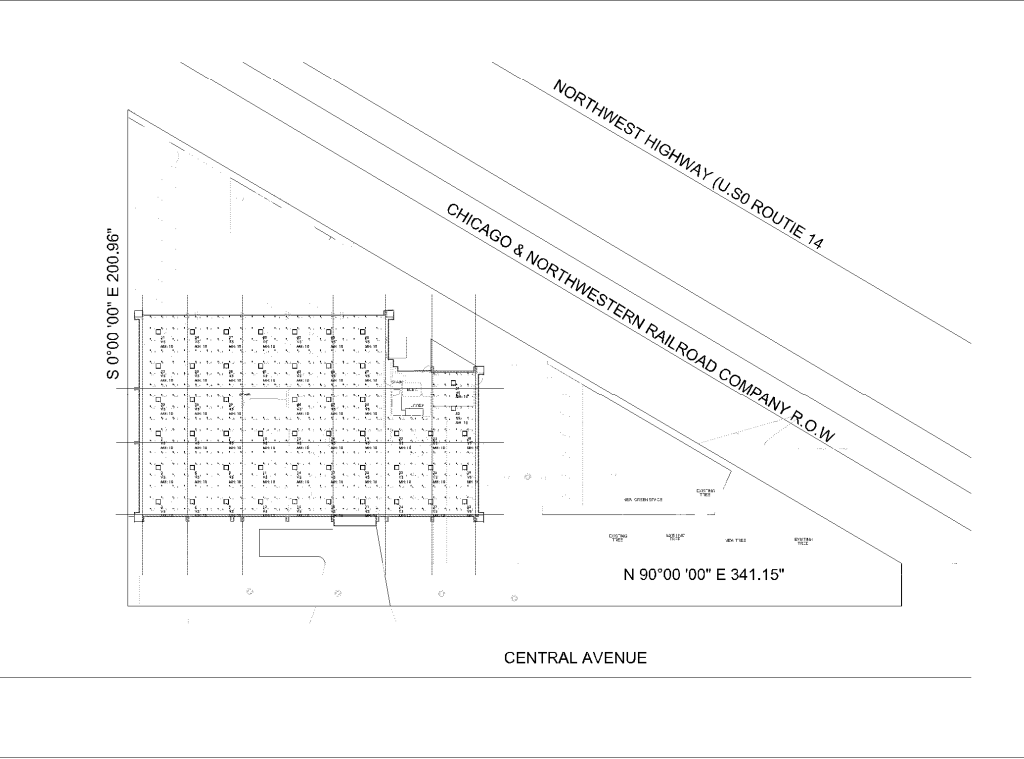
DESIGNED BY:
Jose Salcedo
jose.salcedo@pc-eighten.com
312.222.2222

PC CONTACT:
Karl Nowak
karl.nowak@pc-eighten.com
312.222.2222

REVISIONS:
1
2
3

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.							
Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Luminaire Watts	LLF	Manufacturer
☐	52	V5	Single	4450	30.405	0.900	WHITEWAY LIGHTING
				Description			
				VSH-30-4KT-UNV			

Calculation Summary							
Label	Calc Type	Units	Avg	Max	Min	Max/Min	Avg/Min
INTERIOR PKG GARAGE Floor	Illuminance	Fc	7.17	11.5	1.5	7.67	4.78
Description							
READINGS TAKEN @ GRADE LEVEL							



Scale: 1 inch= 20 Ft.

APPLICATION AND TASK	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	MAXIMUM (FC)
PARKING (UNCOVERED) (TYP-3) (URBAN)	1.5	0.75-3	0.8	0.4-1.6	40	15:1
PARKING (UNCOVERED) (TYP-3) (SUBURBAN)	1	0.5-2	0.6	0.3-1.2	40	15:1
SATFET (BUILDING EXTERIOR)	1	0.5-2	-	-	-	-
FOR PROPERTY SIGNS, RAMP AVE. TO 3						
FOR PROPERTY SIGNS, RAMP AVE. TO 3						

Luminaire Location Summary				
LumNo	Label	Mtg Ht	Orient	Tilt
1	VSH-30-4KT	10	90	0
2	VSH-30-4KT	10	90	0
3	VSH-30-4KT	10	90	0
4	VSH-30-4KT	10	90	0
5	VSH-30-4KT	10	90	0
6	VSH-30-4KT	10	90	0
7	VSH-30-4KT	10	90	0
8	VSH-30-4KT	10	90	0
9	VSH-30-4KT	10	90	0
10	VSH-30-4KT	10	90	0
11	VSH-30-4KT	10	90	0
12	VSH-30-4KT	10	90	0
13	VSH-30-4KT	10	90	0
14	VSH-30-4KT	10	90	0
15	VSH-30-4KT	10	90	0
16	VSH-30-4KT	10	90	0
17	VSH-30-4KT	10	90	0
18	VSH-30-4KT	10	90	0
19	VSH-30-4KT	10	90	0
20	VSH-30-4KT	10	90	0
21	VSH-30-4KT	10	90	0
22	VSH-30-4KT	10	90	0
23	VSH-30-4KT	10	90	0
24	VSH-30-4KT	10	90	0
25	VSH-30-4KT	10	90	0
26	VSH-30-4KT	10	90	0
27	VSH-30-4KT	10	90	0
28	VSH-30-4KT	10	90	0
29	VSH-30-4KT	10	90	0
30	VSH-30-4KT	10	90	0
31	VSH-30-4KT	10	90	0
32	VSH-30-4KT	10	90	0
33	VSH-30-4KT	10	90	0
34	VSH-30-4KT	10	90	0
35	VSH-30-4KT	10	90	0
36	VSH-30-4KT	10	90	0
37	VSH-30-4KT	10	90	0
38	VSH-30-4KT	10	90	0
39	VSH-30-4KT	10	90	0
40	VSH-30-4KT	10	90	0
41	VSH-30-4KT	10	90	0
42	VSH-30-4KT	10	90	0
43	VSH-30-4KT	10	90	0
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45	VSH-30-4KT	10	90	0
46	VSH-30-4KT	10	90	0
47	VSH-30-4KT	10	90	0
48	VSH-30-4KT	10	90	0
49	VSH-30-4KT	10	90	0
50	VSH-30-4KT	10	90	0
51	VSH-30-4KT	10	90	0
52	VSH-30-4KT	10	90	0

NOTES	
PG-ENLIGHTEN IS NEITHER LICENSED NOR INCURRED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.	
ANY VARIANCE FROM ANY DISTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.	
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FUTURE TYPE AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPE AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.	
CALCULATION GRID VALUES 10'x4' O.C.	

PG

enlighten

PROJECT NAME:

PCI PROPERTIES MFR CONV - 500 W CENTRAL RD MT PROSPECT, IL 60056

DATE:

10/20/2022

PAGE:

1 of 1

DRAWN BY:

Jose Salcedo

PG CONTACT:

Kyle Nowak

CLIENT NAME:

Thom Budzik, AIA - Thomas Architects

Page 116 of 202



STAFF REPORT FROM THE DEPARTMENT OF Community Development

William J. Cooney, AICP
Director of Community Development

Ann Choi
Development Planner

DATE: December 1, 2022

CASE NUMBER

PZ-09-22

PUBLIC HEARING DATE

December 8, 2022

APPLICANT/PROPERTY OWNER

Thomas Budzik, Thomas Architects /
Mohammed Younus, PCI, Inc.

PROPERTY ADDRESS/LOCATION

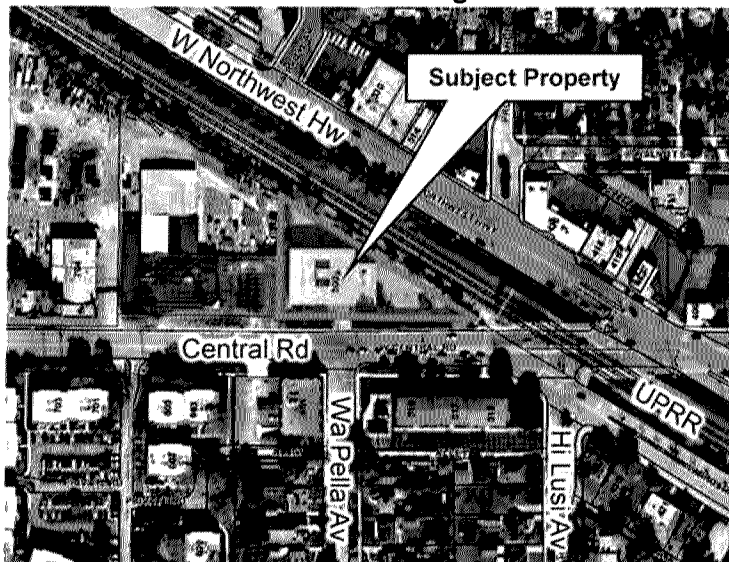
500 W. Central Road

BRIEF SUMMARY OF REQUEST

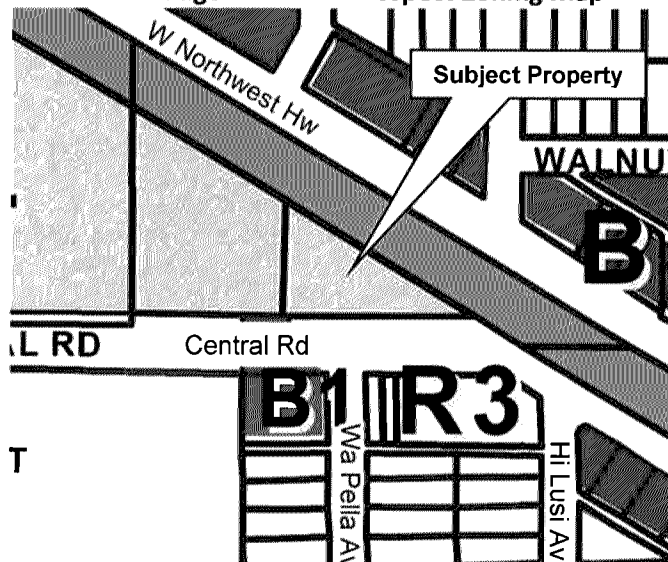
The Petitioner, Thomas Budzik, is requesting a zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation to the maximum density requirement at the Subject Property located at 500 W. Central Road. The Petitioner proposes to convert the existing office building into a residential apartment building with 20 rental units and 44 standard and accessible handicap parking stalls and related site improvements.

The proposal requires Village Board approval for the map amendment to B-5 Central Commercial and the requested variation for increased density. The future land use map in the Village's Comprehensive Plan notes the Subject Property as downtown mixed use, allowing for medium to high-density multi-family residential uses. Further, the proposal meets the requirements and standards related to the Village Code, and staff is supportive of the request.

2021 Aerial Image



2022 Village of Mount Prospect Zoning Map



EXISTING ZONING

I-1 Limited Industrial

EXISTING LAND USE/SITE IMPROVEMENTS

Professional office building with an associated parking lot

SURROUNDING ZONING & LAND USE

North: I-2 Railroad
East: I-2 Railroad
South: R-3 Low Density Residence
West: I-1 Limited Industrial

SIZE OF PROPERTY

0.783 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND/PROPERTY HISTORY

The Subject Property is triangular in shape with retail and open parking (I-1 district) directly to the west, apartment buildings (R-3) and a medical office building (B-1) across the street to the south, and the Union Pacific Railroad (I-2) directly to the northeast. The Subject Property consists of an existing underutilized office building. Previous zoning requests on the property include a request for an auto body repair facility with auto storage of used cars in 1964 and a request for a sign variation for height in 1994. Permits have previously been issued on the property for parking lot, signage, fire sprinklers, and interior remodels. The existing office building is currently occupied with only two tenants.

PROPOSAL

The Petitioner is proposing extensive alterations for the existing three-story podium style office building including the buildout of the second and third floors to include twenty (20) dwelling units, exterior façade improvements to replace the outdated office building with a more modern aesthetic reflecting a multi-family residential building, a reorganization of the ground floor parking lot configuration, a new loading zone along the Central Road frontage for trash and delivery trucks, and substantial landscaping throughout the Subject Property. The project requires approval of a zoning map amendment and a variation.

The Petitioner proposes to rezone the existing property from I-1 Limited Industrial to B-5 Central Commercial to convert the existing, nearly 25,000 square foot, office building into a multi-family residential building consisting of twenty (20), one- and two-bedroom market-rate rental units. The Petitioner is also requesting to increase the maximum density permitted on the site from 13 dwelling units (16 du/acre) to 20 dwelling units (25 du/acre). The project proposes 44 parking stalls for standard automobiles, including 2 accessible and 4 guest parking stalls. The existing lot coverage would be decreased by replacing large areas of asphalt with additional landscaping.

Rezoning: The proposed residential use is not allowed in the I-1 district as a permitted or conditional use. "Dwelling units, located above the first floor" are a permitted use in the B-5 district. The Petitioner is therefore seeking to rezone the Subject Property from I-1 to B-5 to bring the proposal into code compliance.

Density: The Petitioner proposes to convert the existing, nearly 25,000 square foot, office building into a residential building consisting of twenty (20), one- and two-bedroom market-rate rental units. The B-5 zoning district permits a density of 16 units per acre or 13 total dwelling units. The project proposes a density of 26 units per acre or 20 total dwelling units, or a 53.8% increase over the allowable maximum number of dwelling units and is seeking a variation to density.

Site Plan: The Subject Property currently has one access drive from Central Road and the proposed improvements will maintain the existing curb cut. The site plan proposes a reorganization of the existing parking lot to accommodate 44 parking stalls and a new loading zone for trash/delivery trucks is proposed along the front of the building per staff's recommendation. The ground floor will remain parking with the trash enclosure located to the rear of the property. No rooftop amenities are planned at this time. Staff

notes that the driveway along the northeast side of the property is only 17 feet 1 inch at the narrowest portion and the westernmost drive aisle is only 22 feet 11 inches; code requires a 24-foot width for two-way traffic. The parking lot setback(s) are also less than the minimum required distance of 10 feet, and the parking garage clearance of 6'-10" is less than the minimum required clearance of 7'-6". The width of the driveways, the parking setback, and the parking garage clearance height are noted as existing non-conformities and will not require variations.

A passive recreational area consisting of outdoor furniture and thoughtful landscaping will replace a portion of the existing parking lot to the east of the building.

Traffic Impact Statement: The Petitioner provided a traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc (KLOA), and the document summarizes the impact of the traffic generated by the proposed apartment development on the area roadway system. The traffic impact statement states that Central Road has a capacity of approximately 23,100 vehicles per day, according to the Illinois Department of Transportation (IDOT) in 2019, and further summarizes the trip generation estimates based on trip rates in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th edition. The memo provides estimates based on the multifamily housing low rise use, and estimated weekday morning peak hour to be approximately 29 trips, and weekday evening peak hour to be approximately 29 trips. In comparison, the existing 24,870 square foot office building generated between 48 and 66 weekday morning peak hour trips and between 50 and 93 weekday evening peak hour trips for office and medical office uses. The memo notes that the proposed development and trip generation estimates show significantly less traffic during the peak hours and on a daily basis than either office use.

The memo states that the site-generated trips will increase the two-way traffic volume along Central Road by one percent or less during the weekday morning and evening peak hours. As such, the proposed apartment development will have a reduced traffic impact on area roadways.

Lot Coverage: The existing impervious lot coverage is approximately 75% which complies with the existing I-1 district. Although the B-5 zoning district does not have a maximum lot coverage requirement, the project will replace a substantial amount of asphalt/pavement east of the existing building with green space, reducing the lot coverage to approximately 70%.

Building Elevations: The elevation drawings show that the existing building exceeds the maximum height of 35' permitted in the B-5 zoning district. The proposed height is 35'-8.5" to the top of the parapet walls. The building height is noted as an existing non-conformity and will not require a variation. Building materials primarily consist of rain screen panels, vertical and horizontal aluminum siding, and aluminum window frames and railings. From an appearance standpoint, the addition of panels that will cover all of the existing exposed aggregate concrete panels will modernize the existing facade. The building will be completely covered in panel or glass with no masonry elements. The design is largely a combination of layered rectangular shapes, with a main horizontal building body, that has applied vertical panels and windows to break up the length. In addition, the existing precast structure adds vertical elements to the project. Modern architecture stresses simplicity and geometry which is reflected in the design of the building.

Parking: Under the B-5 Central Area Parking regulations, Village Code requires 1.5 parking spaces for every 2-bedroom multi-family dwelling unit, 1 parking space for every 1-bedroom unit, and 1 parking space for

every studio unit. The proposed project will provide sixteen (16) 2-bedroom units, two (2) one-bedroom units, two (2) studio units, and will require a total of twenty-eight (28) parking spaces to comply with Village Code. Forty-four (44) standard and accessible handicap parking spaces are proposed.

Landscaping: Landscaping is proposed within all green space on the Subject Property. A variety of shade, evergreen, deciduous, and ornamental trees and shrubs are proposed. Per staff's recommendation, the Petitioner has provided an outdoor amenity for residents in the area where there was once parking. The outdoor amenity is connected to the building's entrance by a walking path that leads to a thoughtfully-landscaped area that provides benches for sitting. The development will be required to comply with all applicable Village Code perimeter and screening landscaping requirements.

Lighting: Village Code specifies that all exterior lighting consist of full cutoff luminaries with a total cutoff angle of not more than 90 degrees, and requires flat lenses for all lighting fixtures. The attached photometric plan includes ceiling and wall-mounted light fixtures. The development will be required to comply with all applicable Village Code lighting requirements.

COMPREHENSIVE PLAN DESIGNATION

The Village Comprehensive Plan designates the Subject Property as Downtown Mixed-Use, which consists of a diverse mix of uses and supports the development of a vibrant downtown. A key characteristic of the district is to encourage the provision of high-density residential uses that include a variety of unit types, price ranges, and ownership and rental options. Retail and medium to high-density multi-family residential uses are primary and secondary uses in the district. The proposed development is consistent with the long-range goals of the Village Comprehensive Plan.

ZONING MAP AMENDMENT STANDARDS

The standards for map amendments are listed in Section 14.203.D.8.a of the Village Zoning Ordinance. When a map amendment is proposed, the Planning and Zoning Commission shall make findings based upon the evidence presented to it in each specific case with respect to, but not limited to, the following matters:

- The compatibility with existing uses and zoning classifications of property within the general area of the property in question;
- The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification;
- The suitability of the property in question to the uses permitted under the existing and proposed zoning classifications; and
- Consistency with the trend of development in the general area of the property in question, and the objectives of the current Comprehensive Plan for the Village

Staff has reviewed the Petitioner's request to rezone the Subject Property and finds that the standards for a map amendment have been met, as set forth in the Petitioner's response to the standards. Rezoning to the B-5 Central Commercial District would be in keeping with the existing and proposed use of the property. The B-5 zoning designation will be consistent with the Village's Comprehensive Plan's designation. In addition, the rezoning will be compatible with the surrounding properties.

VARIATION STANDARDS

The standards for a variation are listed in Section 14.203.C.9 of the Village Zoning Ordinance and include seven specific findings that must be made in order to approve a variation. The following list is a summary of these findings:

- A hardship due to the physical surroundings, shape, or topographical conditions of a specific property not generally applicable to other properties in the same zoning district and not created by any person presently having an interest in the property;
- Lack of desire to increase financial gain; and
- Protection of the public welfare, other property, and neighborhood character.

Staff has reviewed the Petitioner's request for a variation and finds that the standards for a variation have been met, as set forth in the Petitioner's responses to the standards. The Subject Property is unique and a hardship exists due to the physical constraints of working with an existing building on an irregular-shaped lot. Per the Petitioner, the adaptive re-use project dealing with alterations to an existing building would limit the project to 12 dwelling units and lead to units that are too large. The property owner has determined that the target market is for 1 and 2 bedroom units and an increase to 20 dwelling units would provide a good mix of unit types. Per the Petitioner, medical office uses are no longer the best use of the Subject Property as evidenced by the high vacancy rates. Staff believes the development of the property can serve as an extension of the downtown area and also as a catalyst to spur additional development along Central Road. The Subject Property is close to public transportation and to the Village's downtown, and will provide needed housing to the area.

STAFF RECOMMENDATION

Staff finds that the zoning map amendment and variation standards as listed in the Zoning Ordinance have been met and that granting the requests would be in the best interest of the Village. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend approval of the following motion:

"A zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation to allow 20 residential dwelling units (26 dwelling units per acre) at the Subject Property, also known as 500 W. Central Road, subject to the following conditions:

1. Development of the site in general conformance with the plans prepared by Thomas Architects, dated 9/14/2022;
2. The Petitioner shall address all comments included in the Village review letter dated October 28, 2022;
3. Submittal of landscape, tree inventory, irrigation, and photometric plans that comply with Village codes and regulations;
4. All ground and rooftop mounted mechanical equipment shall be screened according to Village Code;
5. Petitioner shall provide a complete building code analysis during the permitting process which shall comply with the requirements set forth in the adopted building codes and amendments as adopted by the Village;
6. Prior to issuance of any certificate of occupancy, easements shall be confirmed/granted over the public utilities (water and storm) that cross the east side of the site, in a form acceptable to the

Village;

7. Compliance with all applicable Village Code requirements, including, but not limited to, zoning, fire code, sign code regulations, and building regulations.”

The Village Board’s decision is final for this case.

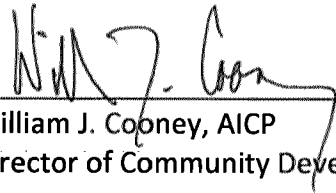
ATTACHMENTS:

ADMINISTRATIVE CONTENT
(Zoning Request Application, Responses to Standards, etc...)

PLANS
(Plat of Survey, Site Plan, etc.)

OTHER
(Supplemental Information, Public Comments Received, etc...)

I concur:



William J. Cooney, AICP
Director of Community Development



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Zoning Request Application

Official Use Only (To be completed by Village Staff)

Case Number: P&Z - 09 - 22 Date of Submission: 04/07/22 Hearing Date: 12/08/22
Project Name/Address: 500 W. Central Rd, Mount Prospect IL 60056

I. Subject Property

Address(es): 500 W CENTRAL RD, MOUNT PROSPECT, IL 60056
Zoning District (s): I-1 Property Area (Sq.Ft. and/or Acreage): 34,115 SF
Parcel Index Number(s) (PIN(s)): 03-34-326-008-0000

II. Zoning Request(s) (Check all that apply)

- ☐ Conditional Use: For _____
- ☒ Variation(s): To 14.1905(A)1
- ☒ Zoning Map Amendment: Rezone From I-1 To B-5
- ☐ Zoning Text Amendment: Section(s) _____
- ☐ Other: _____

III. Summary of Proposal (use separate sheet if necessary)

ZONING MAP AMENDMENT AND RELATED VARIANCES TO ALLOW FOR THE ADAPTIVE
RE-USE OF AN EXISTING 3-STORY OFFICE BUILDING INTO A 20 DWELLING UNIT
APARTMENT BUILDING.

IV. Applicant (all correspondence will be sent to the applicant)

Name: THOMAS BUDZIK Corporation: THOMAS ARCHITECTS
Address: 2800 S RIVER RD, STE 305
City, State, ZIP Code: DES PLAINES, IL 60018
Phone: 847-235-6815 Email: THOMAS@THOMASARCH.COM
Interest in Property: ARCHITECT
(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner	
☐ Check if Same as Applicant	
Name: <u>MOHAMMED YOUNUS</u>	Corporation: <u>PCI, INC</u>
Address: <u>500 W CENTRAL RD</u>	
City, State, ZIP Code: <u>MOUNT PROSPECT, IL 60056</u>	
Phone: <u>630-880-6348</u>	Email: <u>YOUNUSM01@GMAIL.COM</u>

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant:

Thomas Budzik
(Signature)

Date: 04/04/2022

THOMAS BUDZIK
(Print or Type Name)

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner:

MJ
(Signature)

Date: 4/5/22

MOHAMMED YOUNUS
(Print or Type Name)

Affidavit of Ownership

COUNTY OF COOK)
STATE OF ILLINOIS)

I, MOHAMMED YOUNUS, under oath, state that I am
(print name)

- ☐ the sole owner of the property
☐ an owner of the property
☒ an authorized officer for the owner of the property

commonly described as 500 W CENTRAL RD, MOUNT PROSPECT, IL 60056
(property address and PIN)

03-34-326-008-0000

and that such property is owned by Project Consulting & Imp Inc as of this date.
(print name)

MOY MOY
Signature

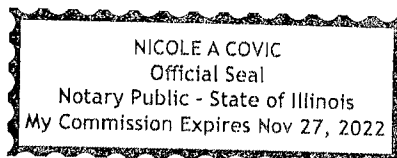
Subscribed and sworn to before

me this 6 day of

April, 2022.

Nicole A. Covic

Notary Public





Doc# 1522610013 Fee: \$44.00
 RHP Fee \$9.00 RPRF Fee \$1.00

Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 05/14/2015 09:41 AM Pg. 1 of 2

PREPARED BY:
 Jenkins & Kling, P.C.
 Attn: Jennifer E. Beasley
 150 North Meramec Avenue, Suite 400
 St. Louis, Missouri 63105

AFTER RECORDING RETURN TO:
 Project Consulting & Implementation, Inc.
 500 West Central Road
 Mount Prospect, Illinois 60056

MAIL TAX BILLS TO:
 Project Consulting & Implementation, Inc.
 500 West Central Road
 Mount Prospect, Illinois 60056

Space Above Line for Recorder's Use Only

SPECIAL WARRANTY DEED
 (Cook County, Illinois)

This Special Warranty Deed is made and entered into as of this 24th day of July, 2015, by and between LSREF3 Sapphire 2, L.L.C., a Delaware limited liability company (hereinafter called "**Grantor**"), whose address is 2711 N. Haskell Avenue, Suite 4800, Dallas, Texas 75204 and Project Consulting & Implementation, Inc., an Illinois corporation (hereinafter called "**Grantee**"), whose address is 500 West Central Road, Mount Prospect, Illinois 60056.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents **BARGAIN and SELL, CONVEY and CONFIRM** unto Grantee the lots, tracts of land or real estate (hereinafter called the "**Real Estate**") located in Cook County, Illinois and legally described on Exhibit "1" attached hereto and made a part hereof for all purposes, subject to any and all liens, easements, rights, claims, restrictions, reservations, limitations, covenants, agreements, building line burdens, rights of way, encroachments, encumbrances, and other matters of public record or otherwise arising or incurred prior to Grantor's ownership of the Real Estate, to any and all prior conveyances or reservations of coal, gas, and other minerals, or rights thereto, to any and all existing leases and tenancies, and to all zoning laws, ordinances or other governmental restrictions.

TO HAVE AND TO HOLD the same, together with all and singular the rights, privileges, easements, hereditaments, appurtenances, and interests to the same belonging, unto the Grantee, and to its successors and assigns forever.

The said Grantor hereby covenanting that it and its successors shall and will warrant and defend the title to the Real Estate unto the said Grantee and to its successors and assigns forever, against the lawful claims of all persons claiming by, through, or under Grantor but none other, and further excepting

BOX 333-CT

1401-874831 NM CT1 NSC 2 of 5

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CHICAGO TITLE & TRUST COMPANY

WAIVER OF SETTLEMENT AGENT RESPONSIBILITY

Date: 07/23/15
File No: 1409 201512786 1
Settlement Agent:
Seller LSREF3 SAPPHIRE 2, LLC
Buyer MOHAMMED YOUNUS
Property Address: 500 W. CENTRAL
MT. PROSPECT, ILLINOIS 60056

To: Settlement Agent

Settlement Agent/Escrow Holder/Closing Agent is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

PURCHASER(S):

Project Consulting & Implementation Inc
Mohammed Younus

PERSONAL UNDERTAKING
(GAP)

WHEREAS, the Company, hereinafter referred to as the "Company", is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Title Insurance Policy", No. 1401 008978331 D2 in respect to the land described therein.

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims or other matters, all hereinafter referred to as "Exceptions to Title", described as follows:

All rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason of the consequence thereof or growing out thereof subsequent to 05/07/2015 ;

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments", either free and clear of all mention of the aforesaid Exceptions to Title, or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy as aforesaid, the undersigned, jointly and severally, for themselves, heirs, personal representatives, and assigns do hereby covenant and agree with the Company: (1) to forever fully protect, defend, and save the Company harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title or any of them including all reasonable amounts expended by the Company under this Agreement and also including loss, costs, damages, fees and expenses (including attorney's fees and expenses) incurred by the Company in enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record all of the Exceptions to Title; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall cease and determine at such time as the Company shall have completed all of its various title searches and examination thereof covering the date of DATE OF RECORDING, required for the issuance of the above policy; provided, however that (1) no rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the various title searches and examination thereof; (2) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects in title, or in any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions hereof.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its President and attested by its Secretary and has caused its corporate seal to be hereto affixed this 22 day of

July A.D. 2015.

BY: Mohammed Younus Muz President

ATTEST: Secretary

ADDRESS OF CORPORATION:

625 Regency Drive
Desplaines IL 60016

Date: 07/22/15

GPERSUND 11/13 wlp

LP6

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this _____ day of

_____ A.D. _____ (SEAL)

Address: _____

_____ (SEAL)

Address: _____

Accepted and Approved By:

_____ (NAME)

Payment Confirmation - Cook County Property Tax

Payment may be withdrawn from your account as soon as tomorrow or the next banking business day. It is important that you have money in your bank account to cover this payment. Thank you for using the Cook County Treasurer Property Tax electronic payment system.

Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: CCTPTX008199262

Confirmation Date (CT): Feb-23-2022 11:57:37 AM

Your Payment Detail

Payment Amount: **\$26,772.66**

Bill Year: **2021**

Property Index Number (PIN): **03-34-326-008-0000**

Volume: **235**

Property Location: **500 W CENTRAL RD MOUNT PROSPECT, IL 60056-2347**

Mailing Address: **500 W CENTRAL RD MT PROSPECT, IL 60056-2347**

Balance Due: **\$26,772.66**

Tax Type: **0**

Tax Year: **2021**

Your Account Detail

Bank Routing Number: **071000505**

Bank Account Number: **XXXXXXXXXXXX8957**

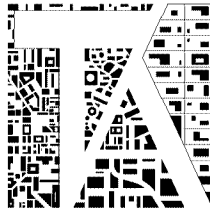
Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address*: myounus72@yahoo.com

Please keep a record of your Confirmation Number, or print this page for your records.





THOMAS ARCHITECTS

www.thomasarch.com

October 20, 2022

Community Development
Planning & Zoning Commission
50 S Emmerson St
Mount Prospect, IL 60056

**Re: Project Narrative & Standards Response
Adaptive Re-Use, Office to Apartment Conversion
500 W Central Rd, Mount Prospect, IL**

Dear Commission Members:

We are pleased to submit for the commission's review, the proposed adaptive re-use project for the existing office building located at 500 W Central Rd, on behalf of the building owner, Project Consulting & Implementation, Inc (PCI). This cover letter shall serve as the Project Narrative and responses to the Variations and Map Amendment standards. The purpose of this request is to seek zoning approval for the conversion of an existing office building into a 20 dwelling unit apartment building, including a map amendment from the I-1 district to the B-5 Central Commercial district and related variance requests.

Our submittal includes documentation of the existing site and building along with a proposed conceptual site plan, floor plans and building elevations.

Project Narrative

Site Description

The site is approximately 34,100 square feet, located near the intersection of Central Rd and Northwest Hwy. The site is currently zoned I-1 (Industrial). There is one primary structure on the site, a 3-story, podium style office building with ground floor open parking beneath the building. The existing impervious lot coverage is approximately 75% with approximately 40 existing striped parking spaces. Access to the lot is via a single curb cut leading directly beneath the building. There is a continuous strip of landscaping in front of the building and on the parkway along Central Ave.

2800 S River Rd, Suite 305
Des Plaines, IL 60018
O | 877 . 205 . 3799

The lot is triangular in shape with retail and open parking (I-1 district) directly to the west, apartment buildings (R-3) and a medical office building (B-1) across the street to the south, and the Chicago & Northwestern Railroad directly to the North East.

Existing Building

The existing building is a 3-story podium style office building. The building is concrete and steel frame construction with curtain wall glazing around the perimeter, and flat roof. The ground floor is primarily open parking with an entrance lobby with stair and elevator, separate stair tower and fire sprinkler room. The 2nd and 3rd floors of the building are designed as a multi-tenant office building with central corridor, elevator and public toilet rooms. The building is served by a centralized HVAC system located in a rooftop mechanical penthouse. The existing building is underutilized.

Proposed Alterations

Given the general decline in the need of office space of this class in the general vicinity, PCI is seeking to convert the existing office building into a residential apartment building. The proposed alterations include the build out of floors 2 and 3 to include 10 dwelling units each floor. The unit mix shall include studio, 1 bed and 2 bed units. There is no proposed expansion of the building area as part of this project. No rooftop amenities are planned at this time.

The apartment rental rates will be in the range of \$1.80 to \$2.30 per SF, or approximately \$1,500 - \$2,700 per month depending on unit size.

The façade of the building shall be altered to be more appropriate for a residential building while maintaining some of the modern aesthetic of the existing building. The envelope shall be replaced with a system more conducive to a residential building type.

Per Village Staff comment, the site improvements have been revised to include a new loading zone along Central Rd to accommodate waste removal and delivery trucks as well as reorganization of the existing lot to accommodate 45 parking space, meeting the parking requirement for the residential units. In addition, excess areas of asphalt pavement shall be removed to provide additional landscaping and decrease impervious lot coverage.

Preliminary Civil Engineering plans have been provided indicating adjustments to existing parking lot and include AutoTurn exhibits for the new loading zone in front of the building.

It is understood that this project will require an evaluation of all utilities to the site including gas, electric, water and sewer, along with site grading requiring approval from the Village engineering department, MWRD and IDOT.

Map Amendment

The site is currently in the I-1 zoning district. As residential units are not allowed in the I-1 district, it was discussed with Village staff that the most appropriate zoning district for this area to accommodate residential units would be to change to the B-5 Central Commercial district. This district is compatible with the comprehensive plan for this area of the village. Residential units above the ground floor are allowed in this district.

Zoning Variances

As a result of the map amendment and the conversion of the building, there is one additional zoning variance request. There are no proposed additions to the building.

Specifically, the variations are as follows:

- 14.1905 (A) 1
 - a. Increase in allowable density to allow for 20 total residential dwelling units

Map Amendment

Standards for Amendments

1. Compatibility with existing uses in the general area of the Subject Property;
 - a. The area near Central and Northwest Hwy includes a large variety of uses including Retail and Office along both Central and Northwest Hwy, Multi-Family residential directly to the south, Mixed Use further to the east, and Single Family residential around the perimeter. As part of the long-term plan for this area, the intention is for this area to be Downtown Mixed Use.
2. Compatibility of the zoning classification of properties within the general area of the Subject Property;
 - a. The Subject Property is currently zoned I-1 (Limited Industrial). The current use of medical office is a permitted use in this zoning district. The properties directly to the west are also I-1 and include a sports training facility, auto repair, public storage and medical off building. Directly to the south are the R-3 and B-1 zoning districts while to the east is primarily B-5. Residential uses are not allowed in the I-1 district as either a permitted or conditional use. In an effort to align with the long-term plan and to spur additional redevelopment along Central Road, a change to the B-5 district would be appropriate.
3. The suitability of the Subject Property with regards to the uses permitted under the property's existing zoning classification;
 - a. Medical Office is a permitted use within the I-1 zoning district. As evidenced by the high vacancy rates, PCI has determined that this is no longer the best use for the property. The adaptive re-use of the building into a residential apartment building would only be possible with a map amendment to an R or B district. In discussion with Village staff and in accordance with the long-term plan for the Village, it was determined that the B-5 district would be most appropriate for this site.
4. Consistency with the trend of development in the general area of the Subject Property, including changes that have occurred under the existing zoning classification;
 - a. Multi-family Residential developments continue to be in high demand within the general vicinity, whereas office vacancies for B and C tier buildings are continuing to rise. The Village has seen a great deal of development in Multi-Family and Mixed Use Buildings along Northwest Hwy, Central and Main over the last several years. The map amendment at this location would further this trend and open more opportunities for this type of development west of Northwest Hwy.

5. The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification;
 - a. As noted earlier, the properties directly to the east and along Northwest Hwy are all within the B-5 zoning district. The Subject Property is also considered a part of the Downtown Mixed use area as part of the Village long-term plan. With Multi-Family directly to the south and Mixed Use to the East, the permitted uses and in this case a residential apartment building would be compatible with the surrounding areas. The uses of the properties directly to the west in the I-1 district are not industrial in nature, and are also compatible with an apartment building at the Subject Property.
6. The objectives of the current Comprehensive Plan for the Village and the impact of the proposed amendment and the said objectives;
 - a. As noted earlier, the proposed zoning district of B-5 is in accordance with the vision set out by the comprehensive plan. The Subject Property is considered to be part of the Downtown Mixed use area. The development of this property has the potential to spur additional development to the west along Central Road.
7. The suitability of the property in question for permitted uses listed in the proposed zoning classification;
 - a. This project will involve the adaptive re-use of an existing office building into a residential apartment building. There will be extensive improvements made to the interior and façade of the building, but the core and primary structural system will remain intact. This will allow for a more efficient development, and limit the environmental impact of demolition the existing structure. The building site has adequate parking, and the proposed site improvements will actually decrease the amount of impervious lot coverage. As noted by the attached Traffic Impact Statement, given its location along a primary road, and its prior use, it is actually expected that the traffic generated at the site will be lower than it currently is. The relative proximity to public transportation and the Village downtown area, along with the size and density of the units will allow for a much need, affordable housing alternative.

Zoning Variations

The variation requests are as follows:

- 14.1905 (A) 1
 - a. Increase in allowable density to allow for 20 total residential dwelling units

Standards for Variances

1. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a specific hardship to the owner would result, as distinguished from a mere inconvenience if the strict letter of the regulations was to be applied;
 - a. By right, the Subject Property would only be allowed a total of 13 dwelling units. As this is an adaptive re-use project dealing with alterations to an existing building, limiting the number of units to 12 would be impractical and lead to units that are too large. PCI has determined that their target market is for 1 and 2 bedroom units. An increase to 20 dwelling units allows them to have a good mix of these units types while keeping the sizes of the units comparable to the surroundings.
2. The conditions upon which an application for a variation are based are unique to the property for which the variation is sought and are not generally applicable to other property within the same zoning classification;
 - a. The conditions are unique in that this is an adaptive re-use of an existing building. The requested map amendment to B-5 does not allow sufficient density by right. There is, however, precedent for higher density within the B-5

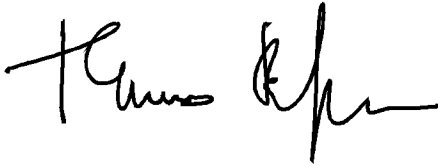
3. The purpose of the variation is not based primarily upon a desire to increase financial gain;
 - a. The request for an increase in density is to allow a mixture of 1 and 2 bedroom units that are of a size that is generally marketable. PCI has determined that the project would not be viable with less than 20 units, and that simply increasing the size of the units would result in rental pricing in excess of what the market can support for such a building.
4. The alleged difficulty or hardship is caused by this Chapter and has not been created by any person presently having an interest in the property;
 - a. The variance request is related to the adaptive re-use of a building in conjunction with a map amendment. PCI was not involved in the original development of the property as a medical office building.
5. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
 - a. As noted earlier, the use as an apartment building is compatible with the surrounding areas. The increase in density will allow for more affordable units. As this is an adaptive re-use, this will have no impact on the overall bulk of the building. As per the attached Traffic Impact Statement, the resulting traffic should be lower than its current use as a medical office building. Other proposed site improvements, such as an additional curb cut, will allow for safer vehicular traffic into the site, especially for waste removal and delivery trucks.
6. The granting of the variation will not alter the essential character of the neighborhood; and.
 - a. The area includes a vibrant mix of uses, building types and aesthetic styles. The proposed improvement seek to maintain some of the original 'modern' characteristics of the existing building, while giving the building a more residential character. The proposed site improvements will only serve to enhance the surrounding properties with greater amounts of green space and landscaping

7. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion of the public streets, or increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.
 - a. As this is an adaptive re-use of an existing building, there will be no detrimental impacts within the general vicinity. The façade improvements will help to eliminate any potential reflectivity or glare that occurs with the existing curtain wall glazing. The impervious lot coverage will decrease as part of this project. Utilities will be upgraded to the site including any storm water structures that may be impacted by the project. The impact on traffic will decrease, and the creation of an additional curb cut will greatly improve the access to the building, including by emergency vehicles.

Should you have any questions, please feel free to contact us. We appreciate your consideration in this matter.

Sincerely,

Thomas Architects

A handwritten signature in black ink, appearing to read 'Thomas Budzik', with a stylized flourish at the end.

Thomas Budzik, AIA

LOT "A" IN OWNER'S RESUBDIVISION OF LOT J (EXCEPT THE WEST 282.52 FEET THEREOF) OF CHARLES'S BEHELDORF'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.58 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) ACCORDING TO THE PLAT THEREOF OF SAID OWNER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1970 AS DOCUMENT NUMBER 2535801, IN COOK COUNTY, ILLINOIS.



LEGAL DESCRIPTION

500 W CENTRAL RD, MOUNT PROSPECT, IL

LOT 'A' IN OWNER'S RESUBDIVISION OF LOT 3 (EXCEPT THE WEST 282.52 FEET THEREOF) OF CHARLES'S BEHLENDORF'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.58 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) ACCORDING TO THE PLAT THEREOF OF SAID OWNER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1970 AS DOCUMENT NUMBER 2535801, IN COOK COUNTY, ILLINOIS.

MAYOR

Paul Wm. Hoefert

TRUSTEES

Agostino S. Filippone

Terri Gens

John J. Matuszak

Richard F. Rogers

Colleen E. Saccotelli

Michael A. Zadel

**VILLAGE MANAGER**

Michael J. Cassady

VILLAGE CLERK

Karen Agoranos

Phone: 847/392-6000

Fax: 847/392-6022

www.mountprospect.org

Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, Illinois 60056

October 28, 2022

Thomas Budzik

2800 S. River Road, Ste 305

Des Plaines, IL 60018

Via e-mail: thomas@thomasarch.com

Re: 500 W. Central Road / Zoning Map Amendment: I-1 to B-5, VAR: Density / Review Comments

Dear Mr. Budzik,

The Village of Mount Prospect has reviewed the submittal requesting a zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation to the density requirement, and has the following review comments:

Planning Division:

1. Sheet D-1.0 lists 45 parking stalls in the zoning data box but there are 44 marked on the drawing. 28 parking stalls are required, 44 are proposed. The zoning data box should also be revised to list 2 ADA stalls, not 1 ADA stall.
2. Keep in mind all RTU's will have to be screened if visible from the right-of-way (ROW). During permit submittal, elevations will be required to show hatched out RTU locations.
3. Parking spaces 23-29 (Sheet D-1) should have wheel guards to prevent vehicles from hanging over the pedestrian walk.
4. Curbs and gutters are not indicated on the plans.
5. Radii for ingress and egress, and parking islands, are not provided on the plans.
6. Landscape Plan is missing the following:
 - a. Name and address of the property owner are required on the landscape plan.
 - b. Name of the landscape architect is required on the landscape plan.
 - c. The underlay for the landscape plan does not match the site plan (parking lot numbers are different).
 - d. Location of overhead power lines are not shown.
 - e. The landscape island in the northwest corner shall have at minimum 2 shade trees. The other landscape island shall have at minimum 5 shade trees. This is to meet the requirement of 1 shade tree per 120 square feet of island.
 - f. Fifty percent (50%) of shrubs shall be deciduous and fifty percent (50%) evergreen.

- g. The location of easements and utility appurtenances should be provided on the landscape plan.
 - h. Along the front yard lot line, landscaping shall be provided across fifty percent (50%) of the abutting lot line to a minimum height of three feet (3'). For lot lines greater than one hundred feet (100') in length, plantings shall be placed in clusters, containing a minimum of seven (7) shrubs per cluster, spaced at intervals of approximately thirty five feet (35') along the lot line.
 - i. Provide foundation landscape details.
 - j. The plant schedule should list the quantity of each type of planting; the landscape plan should provide the acronym and number of each cluster of plantings. For example, a cluster of five (5) "Viburnum x juddii" should be labeled as "5 – VXJ" and point to the cluster of plantings on the plan.
 - k. Submittal of landscape, tree removal, irrigation, grading and drainage plans that comply with Village codes and regulations shall be required at time of building permit submittal.
 - l. Petitioner notes that existing plans to remain, plant material to be removed, and tree protection plan will be submitted with building permit application. Provide photos and reasons for removal of non-prohibited trees.
7. Photometric Plan:
- a. Lighting plan is missing data:
 - b. Existing and proposed utilities on the subject property and in rights-of-way adjacent to the subject property.
 - c. Photometric data **at all property lines**.
 - d. The minimum foot-candles is 0.1 fc and the maximum average foot-candles is 1.5 fc for multi-family residential developments. Some areas of the parking lot are 0.0 foot candles – ensure the minimum 0.1 fc is met within the parking lot areas.
 - e. Provide the **maximum average** illumination level.
 - f. No existing or proposed pole-mounted lights are indicated.
 - g. No existing or proposed architectural lights are indicated.
 - h. Submittal of a photometric plan that complies with Village codes and regulations shall be required at time of building permit submittal.
8. A condition of approval shall be added that will require the applicant to submit a plat application **prior to** building permit submittal, and any Certificates of Occupancy will not be issued until the plat is recorded.

Public Works Department:

PW has no objections to the requested zoning map amendment, or to the requested variations. However, before approval can be granted, the following site concerns should be addressed:

- 9. There appears to be no possibility of realigning the public sidewalk along the north side of Central Road to be closer to the ROW line (away from the curb) beyond the project site, so keep the public sidewalk in its current location. Delete the new, redundant 6' "pedestrian walkway" in front of the building.
- 10. The driveway along the northeast side of the property is too narrow; it should be 24' for two-way traffic. Existing non-conformances; no action required.

In addition, the following comments will have to be addressed prior to issuing a Building Permit:

- 11. Confirm the existing water & sanitary services will be adequate for the new use. Upgrade the services as necessary.
- 12. Public utilities (water & storm) cross the east side of the site. Easements will have to be confirmed/granted over these utilities as part of this project, prior to issuing CO.

Building Division:

13. While not required for planning and zoning submittal, the building department requests a full building code analysis be submitted as soon as possible to ensure the applicant is moving down the proper path of approvals in regards to the building codes. This analysis should include all the building planning categories in chapter 3 of the 2021 International Building Code, plus typical fire separations and STC ratings of proposed floors and common walls. From a building department standpoint, the previous comments about full code analysis still apply. The applicant has indicated this work will be completed with the permit set. This is allowable, but the building department generally looks for this information up front in order to avoid any issues and delays in the future.
14. From an appearance standpoint, the addition of panels that will cover all the existing exposed aggregate concrete panels is an upgrade over the previous design. The building will be completely covered in some kind of panel or glass with no masonry elements at all. This would be the most modern building design the Village has seen to date which follows some of the concepts proposed in the past several years. The design is largely a combination of layered rectangular shapes, with a main horizontal building body, that has applied vertical panels and windows to break up the length. In addition, the existing precast structure adds vertical elements to the project. This is a more modern design that comes with far less detail than some of our older products within the Village. Modern architecture stresses simplicity and geometry, which is reflected in the design of the building.

Fire Department:

The following are conditional approval comments from the Fire Department. The petitioner is advised that the following items must be included in the building/site plans submittal:

1. A fire sprinkler system in accordance with NFPA 13 will be required for this project. Ensure fire sprinkler shop drawings, hydraulic calculations, and equipment cut sheets are submitted for review. Note: residential sprinkles will be required for proposed new residential units.

Village of Mount Prospect Fire Prevention Code, 24.202

2. A fire alarm system will be required for this project. Ensure fire alarm shop drawings with point-to-point wiring diagrams, battery load calculations, and equipment cut sheets are submitted for review.

Village of Mount Prospect Fire Prevention Code, 24.204

3. All new sprinkler risers and associated equipment shall be located in a separate room with a minimum of one-hour construction.
4. An egress plan must be provided for the space. This plan must include occupant loads, travel distances, egress widths, and common path of travel distances. An egress plan will be required when the building plans are submitted for review. Additional exits may be required.
5. A fire standpipe system(s) will be required for this building. Please ensure drawings are submitted for these systems.
6. All egress doors are to use keyless locksets on the egress side. No flush bolts, dead or draw bolts,

etc. will be allowed.

Life Safety Code, 7.2.1.5.1

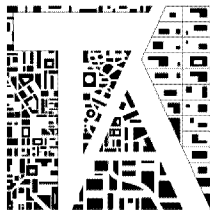
Please make the changes as noted above and submit one copy of the revised drawings, a point-by-point response letter, and a compact disc (CD) or USB with the revised and requested additional drawings saved as a pdf file. You may e-mail the digital copy. Feel free to contact me at (847) 818-5312 / charmon@mountprospect.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Choi", with a stylized flourish at the end.

Ann Choi
Development Planner
Community Development

c: File



THOMAS ARCHITECTS

www.thomasarch.com

December 13, 2022

Ann Choi
Development Planner
Community Development Department
Village of Mount Prospect
50 S. Emerson Street, Mount Prospect, IL 60056

Re: Request to Waiver of 2nd Reading for 500 Central in Mount Prospect

Dear Ms. Choi,

The Planning and Zoning Commission unanimously recommended approval of our map amendment and zoning variances for the adaptive re-use project located at 500 Central Rd. The building owner continues to work diligently to address all staff comments and additional conditions put forth at the Planning and Zoning hearing.

We are formally requesting that the Village Board waive the second reading for the zoning map amendment and related variances for the property known as 500 Central, case number PZ-09-22; and take final action on the application at its meeting scheduled for December 20, 2022. This waiver would help us to bring the project closer to fruition.

I appreciate your consideration. Should you have any questions, feel free to contact me at:
thomas@thomasarch.com .

Regards,

Thomas Budzik, AIA
Thomas Architects

2800 S. River Rd, Suite 305
Des Plaines, IL 60018
O | 877 . 205 . 3799
F | 877 . 260 . 7209

MEMORANDUM TO: Mohammed Yonus
Project Consulting & Implementation, Inc.

FROM: Luay R. Aboona, PE, PTOE
Principal

DATE: March 31, 2022

SUBJECT: Traffic Impact Statement
Proposed Apartment Development
Mt. Prospect, Illinois

This memorandum summarizes the results and findings of a site traffic evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed apartment development to be located in Mt. Prospect, Illinois. The site, which is currently occupied by an office building, is located at 500 W. Central Road. As proposed, the site will be redeveloped with an apartment development with 20 units and 45 parking spaces (a copy of the site plan is included in the Appendix). Access will continue to be provided off Central Road. **Figure 1** shows an aerial view of the site.

The purpose of this evaluation is to determine the impact of the traffic generated by the proposed apartment development on the area roadway system and the adequacy of the proposed access.

Existing Traffic Conditions

The following provides a detailed description of the physical characteristics of the roadways including geometry and traffic control and available average daily traffic volumes along the adjacent area roadways.

Central Road is an east-west major arterial with a four-lane cross section that in the vicinity of the site provides two lanes in each direction. At its signalized intersection with Northwest Highway, Central Road provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the eastbound approach and two through lanes on the westbound approach with left-turn movements prohibited via signage. The Union Pacific – Northwest railroad crossing is located east of the site. Central Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an Annual Average Daily Traffic (AADT) volume of 23,100 vehicles (IDOT 2019), and has a posted speed limit of 35 miles per hour.



Figure 1

Wa Pella Avenue is a north-south, two-lane roadway that extends from Central Road to its terminus south of Lincoln Street. Its approach to Central Road is under stop sign control with westbound left turns prohibited via signage. The north leg is the access drive to the existing office building on site. *Wa Pella Avenue* is under the jurisdiction of the Village of Mt. Prospect and has a posted speed limit of 25 miles per hour.

Traffic Characteristics of the Proposed Apartment Development

As indicated earlier, the site will be redeveloped with an apartment development with 20 units and 45 parking spaces. Access will continue to be provided via the existing access drive off Central Road that aligns with *Wa Pella Avenue*. A copy of the site plan is provided in the Appendix.

Development Traffic Generation

The number of peak hour trips estimated to be generated by the proposed apartment development was based on vehicle trip generation rates contained in *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers (ITE). The “Multifamily Housing Low Rise” (Land-Use Code 220) rate was used for the proposed apartment development. **Table 1** shows the estimated vehicle trip generation for the weekday morning and weekday evening peak hours as well as daily traffic. It should be noted that, given the proximity of the site to the Metra station (0.5 miles), it is anticipated that not all of the residents will drive to commute to work. As such, the trip generation estimates summarized in Table 1 are conservatively high.

Table 1
ESTIMATED PEAK HOUR VEHICLE TRIP GENERATION

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Traffic
		In	Out	Total	In	Out	Total	
220	Apartments (20 units)	7	22	29	18	11	29	204

Trip Generation Comparison

The amount of traffic that will be generated by the proposed development was compared with the traffic generated by the existing office use on site at full occupancy. The site is currently occupied by a 23,637 square-foot building with 52 parking spaces. **Table 2** was prepared comparing the estimated trips for the apartment building with a general office use and a medical office use that can occupy the building.

Table 2
TRIP GENERATION COMPARISON

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Traffic		
		In	Out	Total	In	Out	Total	In	Out	Total
220	Apartments (20 units)	7	22	29	18	11	29	102	102	204
710	Office (23,637 s.f.)	42	6	48	8	42	50	166	166	332
720	Medical Office (23,637 s.f.)	52	14	66	28	65	93	454	454	908

As can be seen, the proposed development will generate significantly less traffic during the peak hours and on a daily basis than either office use. As such, the proposed apartment development will have a reduced traffic impact on area roadways.

Evaluation

When the estimated peak hour traffic volumes anticipated to be generated by the proposed apartment development are compared to the existing traffic volumes, the development-generated traffic will not have a detrimental traffic on the area roadways based on the following:

- The proposed apartment development will only generate approximately 29 trips during the weekday morning peak hour, 29 trips during the weekday evening peak hour, and 204 trips daily.
- The site-generated trips will increase the two-way traffic volume along Central Road by less than one percent daily.
- The site-generated trips will increase the two-way traffic volume along Central Road by one percent or less during the weekday morning and evening peak hours.

Access Evaluation

As previously indicated, access to the site will be provided via the existing access drive on Central Road that will continue to allow full movements. The design of the access drive with one inbound lane and one outbound lane under stop sign control will ensure that efficient and adequate access is provided.

Parking Evaluation

As previously indicated, the proposed apartment development will provide 20 units and a total of 45 parking spaces, which translates into a ratio of 2.25 spaces per unit. Based on the above and the requirements of the Village of Mt. Prospect, multifamily housing should provide parking at a ratio of 2.0 parking spaces per unit for residents and 0.2 spaces per unit for guests, which translates into 44 parking spaces. As such, the proposed parking supply exceeds the parking requirement and will result in a surplus of one parking space.

Conclusion

Based on the proposed plan and the preceding evaluation, the following conclusions and recommendations are made:

- The traffic that will be generated by the proposed apartment development will not be significant and can be accommodated by the existing roadway system.
- The proposed development will result in a net reduction in the trips generated when compared to the existing office use on site, resulting in a reduced impact on area roadways.
- Given the proximity of the site to the Metra station, the number of vehicle trips during the weekday morning and evening peak hours will be reduced.
- The existing access drive will be adequate in accommodating traffic entering and exiting the site.
- The proposed parking supply will meet the Village parking code requirement.

Appendix



THOMAS ARCHITECTS
3900 S. DYER RD. #201
DENVER, CO 80239
TEL: 346-2233 FAX: 346-2234
F: 346-2234 THOMASARCHITECTS.COM

ZONING DATA

EXIST. ZONING: R-1
TOTAL LOT AREA: 140,000 SF
EXIST. BUILDING AREA: 13,800 SF ± 87% ± 24,870 SF
EXIST. IMPERVIOUS AREA: 29,670 SF ± 21%
PROPOSED IMPERVIOUS AREA: 29,524 SF ± 21%
BUILDING HEIGHT: 6 STORIES (EXIST.)
NO. OF DUS: 0
REQD. PARKING: 4 C/SIDE
PROPOSED PARKING: 4 C/SIDE
1 ADA
TOTAL 48 PARKING SPACE

No.	Description	Date

**PCI PROPERTIES
MFR CONVERSION.**

500 W Central Rd
Mt Prospect, IL 60056

21-179
SITE PLAN

Sheet D-1.0

**MINUTES OF THE REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION**

CASE NO. PZ-09-22 Hearing Date: December 8, 2022

PROPERTY ADDRESS: 500 W. Central Road

PETITIONER: Thomas Budzik, Thomas Architects

OWNER: Mohammed Younus, PCI, Inc.

PUBLICATION DATE: November 23, 2022

REQUEST: Zoning Map Amendment from I-1 to B-5
Variation for Increased Density (Number of Dwelling Units)

MEMBERS PRESENT: Joseph Donnelly
William Beattie
Norbert Mizwicki
Walter Szymczak
Ewa Weir

MEMBERS ABSENT: Donald Olsen
Tom Fitzgerald
Greg Miller

STAFF MEMBERS PRESENT: Ann Choi, Development Planner
Antonia Lalagos, Development Planner

INTERESTED PARTIES: Thomas Budzik, Mohammed Younus

Chairman Donnelly called the meeting to order at 7:01 PM. Commissioner Beattie made a motion seconded by Commissioner Mizwicki to approve the minutes from the Planning and Zoning Commission meeting on September 8, 2022. The minutes were approved 5-0.

After hearing one previous case, Chairman Donnelly introduced case PZ-09-22 500 W. Central Road, a request for a zoning map amendment and a variation for density at the subject property.

Ms. Choi introduced the case and stated that the Petitioner, Thomas Budzik, is requesting to a zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation to the maximum residential density requirement at the subject property located at 500 W. Central Road. Ms. Choi explained that the Petitioner proposes to convert the existing office building into a residential apartment building with 20 rental units and 44 standard and accessible handicap parking stalls and related site improvements.

Ms. Choi stated the subject property is triangular in shape with a sports training academy and open parking zoned I-1 directly to the west, apartment buildings zoned R-3 and a medical office building zoned B-1 across the street to the south, and the Union Pacific Railroad zoned I-2 directly to the northeast. Ms.

Choi indicated that the subject property consists of an existing underutilized office building and that the existing office building is currently occupied with month-to-month tenants with a vacancy rate of approximately 90%. Ms. Choi explained that the existing building was built in the early 1970s and presented a street view of the front façade showing a 3-story podium style office building with parking on the ground floor.

Ms. Choi went on to describe that the Petitioner proposes to rezone the existing property from I-1 Limited Industrial to B-5 Central Commercial to convert the nearly 25,000 SF office building into a multi-family residential building consisting of 20, one- and two-bedroom market-rate rental units. Ms. Choi stated that the Petitioner is also requesting to increase the maximum density permitted on the site from 13 dwelling units (16 du/acre) to 20 dwelling units (26 du/acre). Ms. Choi further stated that the project proposes 44 parking stalls for standard automobiles, including 2 accessible and 4 guest parking stalls, and that the existing 80% lot coverage would be reduced to approximately 72% by replacing large areas of asphalt with additional landscaping.

The site currently has one access drive from Central Road and the proposed improvements will maintain the existing curb cut. The site plan will be reconfigured to accommodate the 44 parking stalls. A new loading zone for trash/delivery trucks is proposed along the front of the building per staff's recommendation. The ground floor will remain parking with the trash enclosure located to the rear of the property. No rooftop amenities are planned at this time. A passive recreational area consisting of outdoor furniture and thoughtful landscaping will replace a portion of the existing parking lot to the east of the building.

Ms. Choi presented a slide showing a proposed elevation along Central Road. Ms. Choi explained that the building materials would primarily consist of rain screen panels, vertical and horizontal aluminum siding, and aluminum window frames and railings. Ms. Choi stated that the addition of panels that will cover all of the existing exposed aggregate concrete panels and would modernize the existing facade. Ms. Choi further stated that the building would be completely covered in panel or glass with no masonry elements and that the design is largely a combination of layered rectangular shapes, with a main horizontal building body, that has applied vertical panels and windows to break up the length. Ms. Choi presented side-by-side comparisons of the north and south elevations. Ms. Choi also presented a before and after rendering of the proposed façade renovation and explained that the Petitioner will be replacing the outdated office building with a modern aesthetic reflective of a multi-family residential building.

Ms. Choi explained that under the B-5 Central Area Parking regulations, Village Code requires 1.5 parking spaces for every 2-bedroom multi-family dwelling unit, 1 parking space for every 1-bedroom unit, and 1 parking space for every studio unit. Ms. Choi stated that the proposed project will provide sixteen 2-bedroom units, two one-bedroom units, two studio units, and will require a total of 28 parking spaces to comply with Village Code. Forty-four (44) parking spaces, including 2 accessible parking spaces and 4 guest parking spaces are proposed.

Next, Ms. Choi presented the landscape plan. Ms. Choi indicated that there is no requirement for minimum open space in the B-5 district; however, screening and perimeter landscaping requirements are required. Ms. Choi stated that a variety of shade, evergreen, deciduous, and ornamental trees and shrubs are proposed. Per staff's recommendation, Ms. Choi stated that the Petitioner has provided an outdoor amenity for residents in the area where there was once parking, and that this outdoor amenity is connected to the building's entrance by a walking path that leads to a thoughtfully-landscaped area that

provides benches for sitting. Ms. Choi also stated that the development will be required to comply with all applicable Village Code perimeter and screening landscaping requirements.

Ms. Choi went on to present the findings under the provided traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc (KLOA). Ms. Choi explained that the document summarizes the impact of the traffic generated by the proposed apartment development on the area roadway system. Ms. Choi stated it was determined that the proposed development and trip generation estimates show significantly less traffic during the peak hours and on a daily basis than the office or medical office uses.

Ms. Choi stated that the proposed project aligns with the future land use map found in the Village Comprehensive Plan which designates the subject property as Downtown Mixed-Use. The downtown mixed-use overlay encourages a diverse mix of uses and supports the development of a vibrant downtown. Ms. Choi stated that medium to high-density multi-family residential uses are primary and secondary uses in the district. The proposed development is consistent with the long-range goals of the Village Comprehensive Plan. Ms. Choi also stated that the 2021-2022 Strategic Plan recommends providing a range of housing options of differing types and price points through the Village.

Ms. Choi stated that the requested zoning map amendment and variation meets the standards as listed in the Village Code and expressed support of requests. Ms. Choi stated that the rezoning to the B-5 Central Commercial District would be in keeping with the existing and proposed use of the property and that the B-5 zoning designation will be consistent with the Village's Comprehensive Plan's designation. In addition, Ms. Choi explained that the rezoning would be compatible with the surrounding properties.

Ms. Choi also stated that the subject property is unique and a hardship exists due to the physical constraints of working with an existing building on an irregular-shaped lot. Ms. Choi explained that the adaptive re-use project dealing with alterations to an existing building would limit the project to 13 dwelling units and lead to units that are too large. Ms. Choi further explained that the property owner has determined that the target market is for 1 and 2 bedroom units and an increase to 20 dwelling units would provide a good mix of unit types. Ms. Choi also stated that medical office uses are no longer the best use of the subject property as evidenced by the high vacancy rates. Ms. Choi also stated that staff believes the development of the property can serve as an extension of the downtown area and also as a catalyst to spur additional development along Central Road. The subject property is close to public transportation and to the Village's downtown, and will provide needed housing to the area. Based on these findings, Ms. Choi recommended that the Planning & Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend approval of the following motion:

"A zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation to allow 20 residential dwelling units (26 dwelling units per acre) at the Subject property, also known as 500 W. Central Road, subject to the conditions listed in the staff report."

Ms. Choi stated that the Village Board's decision is final in this case, concluded her presentation and opened the floor to questions for both herself and the petitioner.

Chairman Donnelly asked the commission if there were any questions for staff. Vice Chairman Beattie asked if there were any concerns with emergency vehicle access around the building, as there would be residential units as opposed to offices if this project were to be approved. Ms. Choi responded that there she did not flag any concerns by the fire department. Vice Chairman Beattie asked if there were any issues with any in and out access for emergency vehicles. Ms. Choi stated that there is a loading zone proposed

in the front of the building which would accommodate moving trucks, trash trucks, but that she did not believe there was an issue currently with accommodating emergency vehicles. Ms. Choi stated that if the fire department really needed to, they could hop a curb to get to the back of the building. Ms. Choi pointed out that there is an existing non-conformity for the parking lot clearance of 6'-10". Ms. Choi explained that vehicles taller than this height would not be able to get under the building, but emergency vehicles could probably get to the rear of the building from the proposed loading area and through the parking area (not covered by the building). Vice Chairman Beattie asked staff if there was room in the back since it butts up right again the existing railroad. Ms. Choi stated that there is a driveway wide enough in the rear to accommodate emergency access.

Commissioner Mizwicki asked if there was any access to the west. Ms. Choi stated there were no access to the west. Chairman Donnelly stated emergency vehicles could probably use the parking lot belonging to the neighbor to the west. Commissioner Mizwicki stated it is always good to have more than one access.

Commissioner Weir asked Ms. Choi what the purpose of the two asphalt pads are and pointed out there is a discrepancy between where the public sidewalk could go and the plan that was shown. Commissioner Weir asked if it is the intention to rebuild the public sidewalk and to provide some greenspace between the street and the public sidewalk. Ms. Choi explained that the two asphalt pads would accommodate larger trucks like Amazon delivery trucks, trash trucks, and moving trucks due to the low parking lot clearance. Commissioner Weir asked if there was any consideration to continue the asphalt pad to the east and connect the parking lot to the east instead of providing the asphalt pads in the front of the building. Ms. Choi responded that consideration was not given, and that staff wanted to minimize the amount of impervious area.

Commissioner Mizwicki asked what is the curving pathway located to the east of the parking lot. Ms. Choi specified that it was a walking path. Commissioner Mizwicki asked it would be possible to add secondary access point only for emergency situation along the east side of the property and onto the railroad property. Ms. Choi pointed out that this would likely require coordination with IDOT and the railroad company, and that there is an existing utility pole and a traffic signal near this location. Commissioner Mizwicki emphasized the importance of having two entrances and exits.

Vice Chairman Beattie further stated that it was disconcerting that the only entrance to the parking area goes underneath the building, which is below the requirements for parking lot clearance.

Commissioner Weir asked about the discrepancy between the proposed sidewalk that was indicated on page 5 of the packet and the proposed site plan. Ms. Choi stated that there were options to relocate the public sidewalk closer to the property line but that the public works department expressed a preference to keep the sidewalk where it is currently located. Commissioner Weir asked if there was a reason, and Ms. Choi stated that she believed the reason was because there is an existing sidewalk, and there was no reason to relocate the sidewalk and to have it jog back to the existing sidewalk next door. Commissioner Weir asked if there was a requirement to repair the sidewalk, and Ms. Choi responded in the negative.

Commissioner Mizwicki asked if there was a possibility of adding another driveway east or west of the main entrance only for fire/police. Chairman Donnelly pointed out this is an IDOT question.

Hearing no further questions from the commissioners for staff, Chairman Donnelly asked the Petitioner to come forward.

Chairman Donnelly swore in the Petitioner, Thomas Budzik, 2800 River Road Suite 305, Des Plaines, IL, the architect for the property owner. Mr. Budzik indicated that the building owner, Mr. Younus, approached them with some concerns that the existing building was vastly underutilized and had preliminary discussions with Village staff about potentially converting the building into an apartment building. In addition to the building improvements themselves, Mr. Budzik indicated that he had worked with staff on the zoning map amendment which would allow residential units above the ground floor and to be consistent with the Comprehensive Plan. Mr. Budzik explained that the other aspect with regard to density was a function of working within the confines of an existing building, a 25,000 square foot building with a sub-standard ceiling height. Mr. Budzik further explained that the request for density increase is primarily to get the right size for each unit so that the building is marketable and that the project is financially viable. Mr. Budzik stated he would be happy to answer any technical questions.

Chairman Donnelly stated there was the question of the driveway issue and asked if the Petitioner talked to the fire department and if other options were explored. Mr. Budzik stated they did look at a number of different options for the site such as introducing a second curb cut further east in the open parking lot area. Mr. Budzik stated another option was to extend the driveway along the front yard and connecting to the parking area. Four options were reviewed with Village staff and it was determined this was the most ideal for the existing building. There were some significant concerns with a curb cut east of the building because Central Road is divided, it is an IDOT road, and it is very close to the train tracks. The concern was that IDOT would not allow an additional curb cut so close to the existing curb cut and to the railroad. The proposed loading zones in front of the building was seen as less impactful to the site as opposed to extending the driveway to the outside parking area. The extended driveway might see quite a bit more traffic since everyone might end up using it. Mr. Budzik stated that he worked quite a bit with Village staff and it was determined this was the best solution.

Vice Chairman Beattie asked the Petitioner what he thought was the best solution. Commissioner Mizwicki also asked if the Petitioner would live there with just once entrance. Mr. Budzik responded that he did not have concerns and that the fire department will do what they have to do; it is an existing building that the fire department has dealt with for decades. Mr. Budzik said he was more concerned with alleviating some of the current issues on the site which is dealing with the refuse enclosure since garbage trucks are currently blocking the existing curb cut or Central Road on trash days.

Chairman Donnelly asked the Petitioner if there are a lot of residential projects that have a single driveway leading to the parking garage. Mr. Budzik agreed this was not inconsistent with other residential projects, and stated that any passenger vehicle could get through and maneuver around the entire site.

Vice Chairman Beattie repeated his concerns about emergency vehicles not being able to get around the entire building. Chairman Donnelly stated he did not see that much of an issue. Commissioner Weir pointed out that vehicles parking in the front of the building/backing in and out of the loading area could be problematic for other vehicles trying to get in and out of the parking lot, instead of having a typical drop off at the front door and then continuing around the building. It would be the same amount of pavement if the west asphalt pad would be moved to the east and connect it to the parking lot.

Chairman Donnelly asked if there was a reason that staff did not like the option proposed by Commissioner Weir. Mr. Budzik responded that it was probably because the driveway would be used for normal traffic and not just for emergency vehicles. Mr. Budzik stated he would have no objection to adding a driveway as was suggested. Vice Chairman Beattie confirmed that the suggestion would be to extend the east loading pad as a driveway that connects to the outside parking lot.

Commissioner Weir asked the Petitioner if the parking spaces were assigned parking spaces. Mr. Budzik responded that he did not think this has been determined, but two parking spaces are planned per unit. Commissioner Weir stated that most likely each unit would drive to their preferred or assigned spot and not take the most circuitous route. Mr. Budzik responded in the affirmative.

Vice Chairman Beattie asked the Petitioner what the rents would be like for the one- and two-bedroom apartments. Mr. Budzik stated that the property owner is looking at between \$1,500 to \$2,700 for the studio, one-, and two-bedroom apartments. Vice Chairman asked staff where this falls within the variety of housing options in the Village. Ms. Choi responded that that proposed market-rate housing would be consistent with other residential projects that have been approved in the downtown area, with low vacancy rates in projects such as 10 N. Main St.

Chairman Donnelly confirmed with the Petitioner that there would be no objection to accepting a condition that would require him to re-do the access to accommodate two entrances to the parking area and maintaining one curb cut. This would be accomplished at the front of the building, where people could be dropped off, and cars could circulate behind the building and then exit the site. Mr. Budzik confirmed he would not take issue with this condition.

Commissioner Weir pointed out that the existing sidewalk is in terrible condition and asked if the Petitioner had any thoughts about improving the sidewalk, and if it was part of the project. Mr. Budzik stated if they were going to improve the sidewalk, the preferred way would be to relocate it closer to the property line. Vice Chairman Beattie asked if the sidewalk was maintained by the Village. Ms. Choi responded in the affirmative and that the sidewalk is within the public right-of-way. Vice Chairman Beattie thought the Village should fix the existing sidewalk since it is in a state of disrepair.

Commissioner Weir commended the Petitioner on the adaptive re-use of the existing building and pointed out that the existing building is an eyesore, and also applauded the Petitioner for the increased density for the downtown area.

Chairman Donnelly indicated to the Petitioner that the Village Board may modify or add ideas to the recommendation made by the Planning and Zoning Commission. Hearing no further comments or questions, Chairman Donnelly closed the hearing and asked for a motion. Commissioner Beattie made a motion seconded by Commissioner Weir to adopt staff's findings in the staff report as the findings of the Planning and Zoning Commission and to recommend approval of the following motion:

1. A zoning map amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation to allow 20 residential dwelling units (26 dwelling units per acre) at the Subject property, also known as 500 W. Central Road, subject to conditions in the staff report, including a condition that would require modifying the site plan to accommodate two entrances from the existing curb cut into the parking lot.

UPON ROLL CALL

AYES: Szymczak, Weir, Mizwicki, Beattie, Donnelly

NAYS: None.

The motion was approved by a vote of 5-0, with a positive recommendation to the Village Board for the scheduled meeting on December 20, 2022.

After hearing two more cases, and seeing no citizens to be heard for non-agenda items, Commissioner Beattie made a motion seconded by Commissioner Mizwicki and the meeting was adjourned at 8:35 PM.

A handwritten signature in black ink, reading "Ann Choi", written in a cursive style. The signature is positioned above a horizontal line.

Ann Choi
Development Planner

ORDINANCE NO.

AN ORDINANCE GRANTING A ZONING MAP AMENDMENT AND A VARIATION FOR PROPERTY
LOCATED AT 500 W. CENTRAL ROAD,
MOUNT PROSPECT, ILLINOIS

WHEREAS, Thomas Budzik ("Petitioner"), is seeking a Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation for increased density to allow twenty (20) residential dwelling units for property located at 500 W. Central Road, Mount Prospect, Illinois (the "Subject Property") Mount Prospect and legally described as:

LOT 'A' IN OWNER'S RESUBDIVISION OF LOT 3 (EXCEPT THE WEST 282.52 FEET THEREOF) OF CHARLES'S BEHLENDORF'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.58 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) ACCORDING TO THE PLAT THEREOF OF SAID OWNER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1970 AS DOCUMENT NUMBER 2535801, IN COOK COUNTY, ILLINOIS.

PIN(s): 03-34-326-008-0000

WHEREAS, the Petitioner seeks 1) Zoning Map Amendment to rezone the Subject Property from I-1 Limited Industrial to B-5 Central Commercial 2) Variation for increased density to allow twenty (20) residential dwelling units as shown on the Petitioner's Site Plan attached as Exhibit "A" and;

WHEREAS, a Public Hearing was held on the request for a Zoning Map Amendment and Variation being the subject of PZ-09-22 before the Planning and Zoning Commission of the Village of Mount Prospect on the 8th day of December, 2022, pursuant to proper legal notice having been published in the Daily Herald on the 23rd of November; and

WHEREAS, the Planning and Zoning Commission has submitted its findings and recommendations to the Mayor and Board of Trustees in support of the request being the subject of PZ-09-22; and

WHEREAS, the Mayor and Board of Trustees of the Village of Mount Prospect have given consideration to the request herein and have determined that the request meets the standards of the Village and that the granting of the 1) Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial and 2) Variation for increased density to allow twenty (20) residential dwellings would be in the best interest of the Village.

NOW, THEREFORE, 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: The recitals set forth hereinabove are incorporated as findings of fact by the Mayor and Board of Trustees of the Village of Mount Prospect.

SECTION TWO: The Mayor and Board of Trustees of the Village of Mount Prospect do hereby grant 1) Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial for the Subject Property and 2) Variation for increased density subject to the following conditions:

1. Development of the site in general conformance with the plans prepared by Thomas Architects, dated 9/14/2022;
2. The Petitioner shall address all comments included in the Village review letter dated October 228, 2022;
3. Submittal of landscape, tree inventory, irrigation, and photometric plans that comply with the Village codes and regulations;
4. All ground and rooftop mounted mechanical equipment shall be screened according to Village Code;
5. Petitioner shall provide a complete building code analysis during the permitted process, which shall comply with the requirements set forth in the adopted building codes and amendments as adopted by

the Village;

6. Prior to issuance of any certificate of occupancy, easements shall be confirmed/granted over the public utilities (water and storm) that cross the east side of the site, in a form acceptable to the Village;
7. The Petitioner shall make good faith efforts to modify the site plan to include two entrances into the parking area from the existing curb cut in front of the subject property;
8. Compliance with all applicable Village Code requirements, including but not limited to zoning, fire code, sign code regulations, and building regulations.”

SECTION THREE: The Village Clerk is hereby authorized and directed to record a certified copy of this Ordinance and Exhibit “A” Site Plan with the Recorder of Deeds of Cook County on title to the Subject Property.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval and publication in in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this 20th day of December, 2022

Paul Wm. Hofert, Mayor

ATTEST:

Karen M. Agoranos
Village Clerk



Item Cover Page

Subject	1st reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND 500 CENTRAL ROAD LLC FOR RESIDENTIAL DWELLING UNITS
Meeting	December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	
Budget Source	
Category	NEW BUSINESS
Type	Action Item

Information

The owners of the vacant office building at 500 W. Central are requesting financial assistance from the Village to facilitate the conversion of the former office building into 20 rental units. The owner, OJ Isak, recently purchased the building and is looking to invest \$4.2-million to convert the space and make related site improvements.

The existing 25,000 square-foot three-story office building at 500 W. Central is vacant, with its last tenant moving out in 2020. The site has fallen into further disarray since the last tenant left and substantial investment is needed to bring the property back in line with Village Code. The Village Board approved a redevelopment of the vacant building into 20 apartment units in December 2022. With the zoning approvals for the conversion set to expire at the end of last year, then owner Thomas Budzik, sought to extend the approved conversion until December 20th, 2024. Budzik sold the property to a new owner, OJ Isak, after extending the zoning approvals. OJ and his team submitted for permit in August of this year, but with permits yet to be issued, the zoning approval is again set to expire on December 20th. Mr. Isak and his team are seeking an extension of the zoning approvals already in place and financial assistance in the form of waived permit fees to deliver the project.

The permit currently under review by staff includes a complete refresh of the building and property, including:

- New horizontal and vertical aluminum siding
- Aluminum window frames, railings, accents, and Juliet balconies
- A new hardie board cladding for the vertical support columns of the building
- Screening for the rooftop mechanical units
- New site landscaping including new foundation landscaping, new parking lot landscaping, and a new passive park on the east end of the property
- New exterior improvements, including a walking path and new outdoor lighting, and a

repaved parking lot.

The applicant has advised that without assistance the project will not move forward in a timely manner. The attached RDA authorizes the waiver of building permit and inspection fees in an amount not to exceed \$150,000. It also requires additional changes to the plans, including alterations to the first floor elevations on the east and west sides, and the addition of a temporary loading and unloading zone to the front of the subject property to facilitate trash pickup and move-ins.

Discussion

Alternatives

1. Approve the ordinance authorizing the Redevelopment Agreement for 500 W Central Road.
2. Discretion of the Village Board.

Staff Recommendation

Staff recommends that the Village Board approve the ordinance authorizing the Redevelopment Agreement for 500 W. Central Road.

Attachments

1. 500 W Central RDA

REDEVELOPMENT AGREEMENT FOR THE 500 WEST CENTRAL ROAD PROJECT

This **REDEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and between the Village of Mount Prospect, an Illinois home rule municipal corporation located in Cook County, Illinois (the "Village"), and 500 Central Road LLC, an Illinois Limited Liability Company (the "Business"). The Village and the Business are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, the Business desires to develop up to twenty residential dwelling units for property located at 500 West Central Road, Mount Prospect, Illinois (the "Project") being legally described and depicted as set forth in **EXHIBIT A** (the "Subject Property"), attached hereto and made part hereof; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, this Agreement has been submitted to the Business for consideration and review, the Business has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Business according to the terms hereof, and any and all action of the Business precedent to the execution of this Agreement has been undertaken and performed in the manner required by law; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the development of the Project will be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I. RECITALS PART OF AGREEMENT; EFFECT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. DEVELOPMENT OF THE PROJECT

3.1 **Village Approvals.** All procedures and requirements for approval of the Plans (as defined below) shall be submitted and considered pursuant to applicable Village ordinance as well as normal and standard Village procedures in relation thereto (the "Plan Approval"). Execution of this Agreement shall not be considered as approval or waiver of all necessary building permits or associated permit fees required for Business to complete the Project.

3.2 **Village Waiver of Building Permit Fees.** The Village agrees and acknowledges that all building permit fees applicable to the Project shall be waived in an amount not to exceed \$150,000.00.

3.3 **Business Payment of Project Costs.** Business agrees that it shall pay all costs associated with the Project, other than the building permit fees as set forth in Section 3.2, as provided by applicable ordinance, including, but not limited to: any third-party inspection fees, water service connection fees, certificates of occupancy and/or any other charges or fees from the Village applicable to the Project as would be applicable to any other construction project in the Village.

3.4 **The Redevelopment of the Subject Property.** The Developer for the Project agrees to redevelop the Subject Property in a manner consistent:

- a. The architectural plans for the Subject Property titled "Plans and Specifications for an ADAPTIVE RE-USE PROJECT, 500 Central Road, Mount Prospect ILK" as prepared by the The Lyons Design Group, LLC, dated April 29, 2024, with the latest revision date of October 29, 2024, except that:
 - (i) The Left (West) Side Elevation as depicted on sheets A6.0 and A6.1 be revised to show the existing openings and hardie board material wrapping the existing posts on the first floor in colors consistent in appearance with the second and third floors (See **Exhibit B, attached**); and
 - (ii) The Right (East) Side Elevation as depicted on Sheets A6.0 and A6.1 be revised to include longboard tongue and groove horizontal and vertical siding on the first floor in the area surrounding the Fire Sprinkler Room

consistent with the second and third floor elevations (See **Exhibit B, attached**).

- b. The engineering plans titled "Final Site Plan Commercial Development 500 W. Central Road, Mount Prospect, IL Cook County, 60056" as prepared by Fluenta Consulting, except that:
 - (i) The Geometric Plan as depicted on Sheet C3 (See **Exhibit B, attached**) be revised to include a 41.5' x 16' area for delivery and loading/unloading on the Subject Property immediately west of the point of ingress/egress consistent with the plans approved as part of Ordinance No. 6656 (See **Exhibit C, attached**), subject to the approval of the Village Engineer.
 - (ii) All other site plans shall be revised to include the loading area as provided in subsection (b)(i), above, subject to the approval of the Village Engineer.

3.5 **Compliance with Codes.** The Business, in redeveloping the Property, shall comply with all applicable Village, County, State and Federal codes and requirements, including all requirements in the Village's Zoning Ordinance.

3.6 **Zoning.** Notwithstanding anything contained herein to the contrary, the Village represents and warrants that the proposed use of the Property as residential units is a permitted use under the Village Zoning Ordinance. The Business agrees that the Plans for the Project shall be in conformance with this Agreement and the Village Zoning Ordinance.

3.7 **Damage to Public Improvements and Off-Site Improvements.** To the extent that the Business or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Property as part of the Project, the Business agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials as reasonably directed by the Village.

ARTICLE IV. AUTHORITY

4.1. **Powers.** The Parties acknowledge that they make this Agreement based upon their respective understanding that the Parties have full right, power and authority under currently applicable law to deliver and execute and perform the terms of this Agreement, and that all of the foregoing have been duly and validly authorized and approved by all necessary Village and Business proceedings, findings and actions, and the Parties jointly and severally agree that this Agreement constitutes the legal, valid and binding obligations of the Village and the Business, and are enforceable in accordance with their respective terms and provisions.

- 4.2. **Authorized Parties.** Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand,

approval, notice or consent of the Village or the Business is required, or the Village or the Business is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village President or their designee and for the Business, unless otherwise provided herein, by the Business President or their designee; and any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

5.1. **Business Representations, Warranties, Covenants and Obligations.** The Business makes the following representations, warranties, covenants, and obligation commitments with regard to this Agreement:

- (a) The Business represents and warrants to the Village that the Business has the requisite power and authority to enter and fully carry out this Agreement, including the execution of all instruments and documents delivered or to be delivered hereunder.
- (b) The Business covenants that the Project at the Property during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable Federal, State and County laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Project. The Business certifies that it shall replace all existing awnings at the Property as part of the Project.
- (c) The Business warrants that it has and will continue to do all things necessary to preserve and keep in full force and effect its existence and standing as a business concern licensed by the State of Illinois, so long as this Agreement is in effect, and for so long as Business has any other remaining obligation pursuant to the terms of this Agreement, whichever is the first to occur.
- (d) To Business' knowledge, there are no actions at law or similar proceedings which are pending or threatened against Business which would result in any material and adverse change to Business' financial condition, or which would materially and adversely affect the level of Business assets as of the date of this Agreement or that would materially and adversely affect the ability of Business to proceed with the construction and development of the Project.
- (e) The Business certifies that:

It is not barred from contracting with any unit of State or local government as result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.

It has not been convicted of, or is not barred for attempting to, rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Developer and its officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee been so convicted nor made such an admission.

It shall comply with the Illinois Drug Free Work Place Act.

It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

It is and will remain an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.

It shall comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See,

Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.).

Any construction contracts entered into by the Business relating to the Project and any additional improvements to the Property shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.

The Business is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.

It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

- (f) The Business, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, Village, or other governmental authority or regulatory body pertaining to all aspects of this Agreement, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Mount Prospect. In the event that the Business, or its employees, sub-consultants and sub-contractors, in performing under this Agreement are

found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Business shall indemnify and hold the Village harmless, and pay all amounts determined to be due from the Village for such non-compliance by the Business, including but not limited to fines, costs, attorneys' fees and penalties.

- (g) The Business shall further comply with all applicable Federal, State, County and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
 - (i) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Business agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
 - (ii) Preference to Veterans Act Compliance. The Business will comply with the Preference to Veterans Act (330 ILCS 55).
 - (iii) Patriot Act Compliance. The Business represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Business further represents and warrants to the Village that the Business and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Business agrees to defend, indemnify and hold harmless the Village, its elected or appointed officials, president and trustees, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney s' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- (h) Other Laws; Changes in Laws. The Business further covenants that it shall comply with all applicable Federal laws, State laws and regulations including without limitation, those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Business agrees to pay its employees, if any, all rightful salaries, medical

benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefor. The Business agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and any additional improvements thereto, and its operation and maintenance of the Project on the Property. The Business understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the Business understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of this Agreement has been executed and may apply to this Agreement.

- (i) Any claims or lawsuit or complaint of violation of laws that is received by the Business relative to this Agreement shall be promptly forwarded to the Village in accordance with the notice provisions of this Agreement.
- (j) The Business further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Corporate Authorities. If such approval is not so received, this Agreement shall have never been in effect.
- (k) The Business recognizes and agrees that the Village shall review and process all requested approvals and permits relating to the Project in compliance with applicable Village ordinances and laws of the State of Illinois, including but not limited to approval of the Plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed to give rise to any claim against or liability to the Village pursuant to this Agreement except for mandamus or specific performance. The Village agrees, however, that such non-zoning approvals and permits shall not be unreasonably withheld, conditioned or delayed. Village further agrees and acknowledges that all building permit fees applicable to the Project shall be waived. Business agrees that it shall pay all other costs associated with the Project as provided by applicable ordinance, including, but not limited to: any third-party inspection fees, water service connection fees, certificates of occupancy and/or any other charges or fees from the Village applicable to the Project as would be applicable to any other construction project in the Village. This obligation shall only be required as to such charges or fees of the Village that are as provided by applicable ordinance and effective at the time of execution of this Agreement.

- (l) The Business has identified adequate funds in an amount not less than that required to complete relocation to the Subject Property, plus the cost of any anticipated and unanticipated contingencies, and shall use its best efforts to secure adequate working capital necessary to complete the Project in a timely manner in accordance with the terms of this Agreement.
- (m) Concurrently with execution of this Agreement, Business shall disclose to the Village the names, addresses and ownership interests of all persons that have an ownership interest in the Business, together with such supporting documentation that may be reasonably requested by the Village. Business further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any changes of owners of the Business.

5.2. **Village Representations, Warranties, Covenants, and Obligations.** The Village makes the following representations, warranties, covenants, and commitment obligations with regard to this Agreement:

- (a) The Village represents and warrants to the Business that the Village has the requisite power and authority to enter into and fully carry out this Agreement, including the execution of all instruments and documents delivered or to be delivered hereunder.
- (b) The Village agrees to promptly review elements of each submission and each Phase of the Project and shall approve or reject the same in accordance with applicable law within a reasonable time, or as specifically negotiated into this Agreement. In the event the Village opines that any submission of the Village should be amended or rejected, the Village shall contact the Business to resolve the issue and ensure the efficient administration of the Project and the Phases of the same.

ARTICLE V I. INSURANCE

6.1. **Builder's Risk Prior to Completion.** Prior to completion of the construction of the Project as evidenced by the issuance of the final certificate of occupancy for the Property, the Business shall keep in force at all times completed builder's risk insurance against risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies, and materials furnished for the Project (including onsite stored materials). Such insurance policies shall be issued in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion and with coverage available in a non-reporting form on the so-called "all-risk" form of policy. All such policies shall contain a provision that they will not be canceled or modified without 30 days' prior written notice to the Village.

7.2. **Insurance During Term of Agreement.** Prior to commencement of the Project, the Business (or the Business' contractor) shall procure and deliver to the Village, at the Business (or such contractors) cost and expense, and shall maintain in full force and effect until

each and every obligation of the Business contained in this Agreement has been fully paid or performed, a policy or policies of general comprehensive liability insurance and, during any period of construction, contractor's liability insurance and workers' compensation insurance, with liability coverage under the comprehensive insurance to be not less than \$5,000,000 for each occurrence and \$10,000,000 total and including automobile insurance coverage, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the Village to protect the Village and the Business against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Redevelopment Project or the improvements or the construction and improvement thereof. Each such policy shall name the Village and its officers, employees, agents, attorneys, and representatives as additional insureds and shall contain an affirmative statement by the issuer that it will give written notice to the Business and the Village at least 30 days prior to any cancellation or amendment of its policy. Any other insurance or self-insurance maintained by the Village shall be in excess to and not contribute to the protection the Village receives as an additional insured on the insurance required by this Agreement.

7.3. **Compliance with Village Codes, Rules, Ordinances, and Regulations.** Specific requirements imposed on the Business with regard to indemnification and insurance coverage shall not be considered exclusive of any other Village code, rule, ordinance, or regulation of general applicability. The inclusion of such specific requirements in this Agreement shall not be construed as a waiver of the Village's independent right and authority to apply and enforce its various codes, rules, regulations, and ordinances of general applicability for insurance, surety, and bonding against the County and its successors in title.

ARTICLE VIII. GENERAL PROVISIONS

8.1. **Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

8.2. **Breach.**

- (a) **Village Remedies.** In the event the Business fails or refuses to:
- (i) timely start construction of the Project on the Properties within the relevant time frames provided for herein, or
 - (ii) timely complete the Project, within the relevant time frames provided herein, subject to Force Majeure and weather conditions and the mutual agreement of the Parties, or
 - (iii) maintain the Project following construction in conformance with Village approvals, including the special use permit and Site Plan, and Village standards, then

the Village may, after thirty (30) days written notice to the Business, declare the Business in default of this Agreement for which there was a default related to items (i) through (iii) above, and seek solely the following remedies and solely with respect the default: (a) terminate this Agreement, and seek Liquidated Damages, solely as it relates to the default; (b) compensatory damages; (c) specific performance; (d) self-help; and (e) injunctive relief.

(b) **Business Remedies.** If the Village fails to perform its obligations hereunder, the Business may, after thirty (30) days' notice to the Village, declare the Village in default and seek solely the following remedies: (a) injunctive relief; (b) specific performance; and (c) mandamus.

(c) **Cumulative Remedies.** Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole discretion of either party and may be exercised as often as occasion therefore shall arise.

8.3 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest.

8.4 **Assignment.** Except as expressly provided in this Agreement, the Business' rights and duties under this Agreement shall not be assignable or transferable at any time without the prior written approval of the Village, with such approval not to be unreasonably withheld, delayed, or denied. The Village shall provide such consent unless in the Village's reasonable judgment, a proposed assignee does not have qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Business under this Agreement. Any assignment of legal or equitable right without such consent shall make this Agreement null and void. Notwithstanding the foregoing, the Business shall have the right to assign or transfer this Agreement, in whole or in part, without the Village's approval, in the following instances: (i) after the applicable Commencement Date, the sale or lease of all or a portion of the Project to end users of the Project with respect to such portion of the Project; or (ii) to a Secured Lender as collateral and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy any default, in accordance with the terms of this Agreement, by the Business under this Agreement. No Secured Lender shall be personally obligated to perform the obligations of the Business unless and until such Secured Lender (i) takes possession of the Property, as the case may be, and (ii) seeks entitlement to the rights and benefits under this Agreement. "Secured Lender" means a bank, financial institution or other person or entity from which the Business has borrowed funds to finance all or a portion of the Project and in whose favor the Business has agreed to provide a security interest as collateral for such loan.

8.5 **Severability.** If any provisions, covenants, agreement or portion of this Agreement, or its application to any persons, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this

Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

8.6 **Completion.** Upon satisfactory completion of the Project, the Village shall issue to the Business a "Certificate of Completion". The Certificate of Completion shall serve as evidence on the issue of whether Business has fulfilled its duties and obligations under this Agreement. The issuance of such Certificate shall not be unreasonably withheld by the Village.

8.7 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois. The sole and exclusive venue for any and all disputes arising out of or relating to this Agreement shall be the Circuit Court of Cook County, Illinois.

8.8 **Notice.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (1) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (2) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or (3) by facsimile transmission on the day of transmission with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepared, return receipt requested, if addressed to the Parties as follows.

If to Business: 500 Central Road LLC
 ATTN: OJ Isak, Member
 500 W. Central Road, Mount Prospect, Illinois 60056
 Chicago, Illinois 60625

With copies to: [_____]

If to the Village: Village of Mount Prospect
 Attention: Village Manager
 50 South Emerson Street
 Mount Prospect, Illinois 60056

With copies to: Lance C. Malina, Village Attorney
 Klein, Thorpe & Jenkins, LTD.
 120 S. LaSalle Street, Suite 1710
 Chicago, Illinois 60603

8.9 **Joint Venture Clause.** Nothing contained in this Agreement or subsequent agreements between the Village and the Business is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the

other or obligations of the other. The Village shall in no way assume any liability of the Business, if any, for the removal of Hazardous Substances, including petroleum products, from, on or under the Property, if any. Each Party shall be responsible for any and all suits, demands, costs, or actions proximately resulting from its own individual acts or omissions.

8.10 **Attorneys' Fees.** In the event either Party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing Party.

8.11 **Completeness and Modifications.** This Agreement and Exhibits referenced herein constitute the entire agreement between the Parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the Parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the Parties hereto.

8.12 **Recording.** The Village shall have the right to record this Agreement or any memorandum or short form of this Agreement against the Property.

8.13 **Counterparts.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

8.14 **Severability.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.15 **No Waiver.** No waiver of any provisions or condition of this Agreement by any Party shall be valid unless in writing signed by such Party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

8.16 **Term of Agreement.** The term of this Agreement (the "Term") shall commence on _____ (the "Effective Date") and shall continue until completion of the Project and approval of the Project by the Village.

8.17 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than five (5) days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, and if, after an additional seven (7) days' notice there still is no compliance, then said non-complying Party shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

8.18 **Force Majeure.** Neither the Village nor the Business nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by failure or unreasonable delay, after the Business or Village, as the case may be, has utilized its best efforts to prevent such failure or unreasonable delay, in the receipt of any governmental permits, damage or destruction by fire or other casualty, strike, housing recession, litigation concerning the Project, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, pandemics, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder ("Force Majeure"). The time for a party's performance of any obligation under this Agreement shall be extended on a day-for-day basis during the period of the event of Force Majeure. In the event a party asserts an event of Force Majeure in relation to any obligations under this Agreement, the parties will meet and negotiate in good faith the resolution of the circumstances surrounding such asserted event of Force Majeure.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF MOUNT PROSPECT,
an Illinois home rule municipal corporation

By: _____
Michael Cassady, Village Manager

ATTEST:

Karen Agoranos, Village Clerk

500 CENTRAL ROAD, LLC,
an Illinois limited liability company

By: _____

EXHIBITS

Exhibit A	Legal Description (the Subject Property)
Exhibit B	Plans and Specifications for the 500 W Central Road, Mount Prospect, Illinois Project
EXHIBIT C	Village of Mount Prospect Ordinance No. 6656

EXHIBIT A

LEGAL DESCRIPTION

500 W CENTRAL RD, MOUNT PROSPECT, IL

LOT 'A' IN OWNER'S RESUBDIVISION OF LOT 3 (EXCEPT THE WEST 282.52 FEET THEREOF) OF CHARLES'S BEHLENDORF'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.58 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, {EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) ACCORDING TO THE PLAT THEREOF OF SAID OWNER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1970 AS DOCUMENT NUMBER 2535801, IN COOK COUNTY, ILLINOIS.

PIN: 03-34-326-008-0000

EXHIBIT B

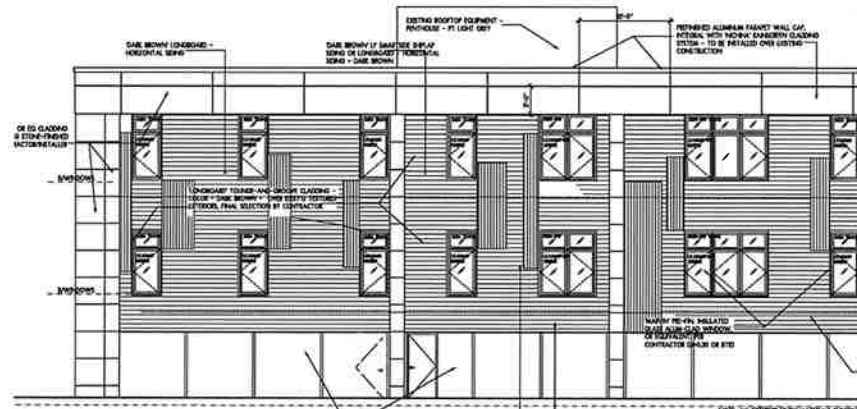
Plans and Specifications for the 500 Central Road, Mount Prospect, Illinois Project

[illegible]

☐ TOLERANCE ☐ 100% QUALITY
☒ PLAN REVIEW
☐
☐
 PLANE
☐ SCHEMATIC DESIGN
☐ DESIGN DEVELOPMENT
☐ CONSTRUCTION DOCUMENTS
 RELEASED FOR
☒ INFORMATION
☐ ESTIMATE/PROPOSAL
☐ CONSTRUCTION
 DESIGNED BY: ALO/JWR
 DRAWN BY: A/L / M/L

DATE	FOR
04/29/24	REVIEW
005/24	REVIEW
007/24	REVIEW
000/24	REVIEW
008/24	PLAN REVIEW-PLANS

A6.0



30'-0" OVERALL HEIGHT

6'-0" WINDOW HEIGHT

4'-0" WINDOW HEIGHT

6'-0" DOOR HEIGHT

RIGHT (EAST) SIDE ELEVATION

SCALE 1/8"=1'-0"

NOTE: ELEVATIONS AND COLOR SELECTIONS IN MATERIALS FOLLOW AS CLOSELY AS POSSIBLE TO EXISTING AS SHOWN ON SHEET 10. CODE-RELATED CORRECTIONS HAVE BEEN MADE TO THE DRAWING TO REFLECT THE EXISTING CONDITIONS.

NOTE: ELEVATIONS AND COLOR SELECTIONS SHOWN FOR VARIOUS MATERIALS FOLLOW AS CLOSELY AS POSSIBLE "APPROVED" INTERIORS AS SHOWN IN THE "BEP". ALSO ESSENTIAL VARIOUS CODE-RELATED CONNECTIONS HAVE BEEN MADE TO THE PERMITS. LIGHT, VENTILATION AND LIFE-SAFETY. ACQUISITION MADE IN THIS DESIGN FOLLOW AS CLOSELY AS POSSIBLE THE APPROVE THERE FOR THE BUILDING.



A FRONT (SOUTH) ELEVATION COLOR VIEW
NO SCALE



B LEFT ELEVATION COLOR VIEW
NO SCALE



D REAR ELEVATION COLOR VIEW
NO SCALE



C RIGHT SIDE ELEVATION COLOR VIEW
NO SCALE

THE LYONS DESIGN GROUP, LLC
ARCHITECTS

1111 W. MONROE ST. SUITE 100
CHICAGO, IL 60606

TEL: 312.467.1111
WWW.LYONSDESIGNGROUP.COM

INSTRUMENTS OF SERVICE
THESE DRAWINGS, DESIGNS AND SPECIFICATIONS ARE THE PROPERTY OF THELYONS DESIGN GROUP, LLC, AND ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THELYONS DESIGN GROUP, LLC.

REVISED

☒ REVISION ☐ 1404 LIGHTING

☒ PLAN REVIEW

☐

☐

☐

PHASE

☐ SCHEMATIC DESIGN

☐ DESIGN DEVELOPMENT

☒ CONSTRUCTION DOCUMENTS

RELIED FOR

☒ INFORMATION

☒ ESTIMATE/NO-BIDDING

☒ CONSTRUCTION

DESIGNER: ALJOJUNE

DRAWN BY: A.L. / M.B.

SHEET DATE: 10/29/2024

102224 PLAN REVIEW REVISION

AS SHOWN

PROJECT # 500CENTRAL

A6.1



B LEFT VIEW



A CORNER VIEW FRONT-RIGHT



C REAR VIEW

THE LYONS GROUP
ARCHITECTS

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REVISIONS

REVISION 1: 10/29/2024

REVISION 2: 10/29/2024

REVISION 3: 10/29/2024

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REVISION 99: 10/29/2024

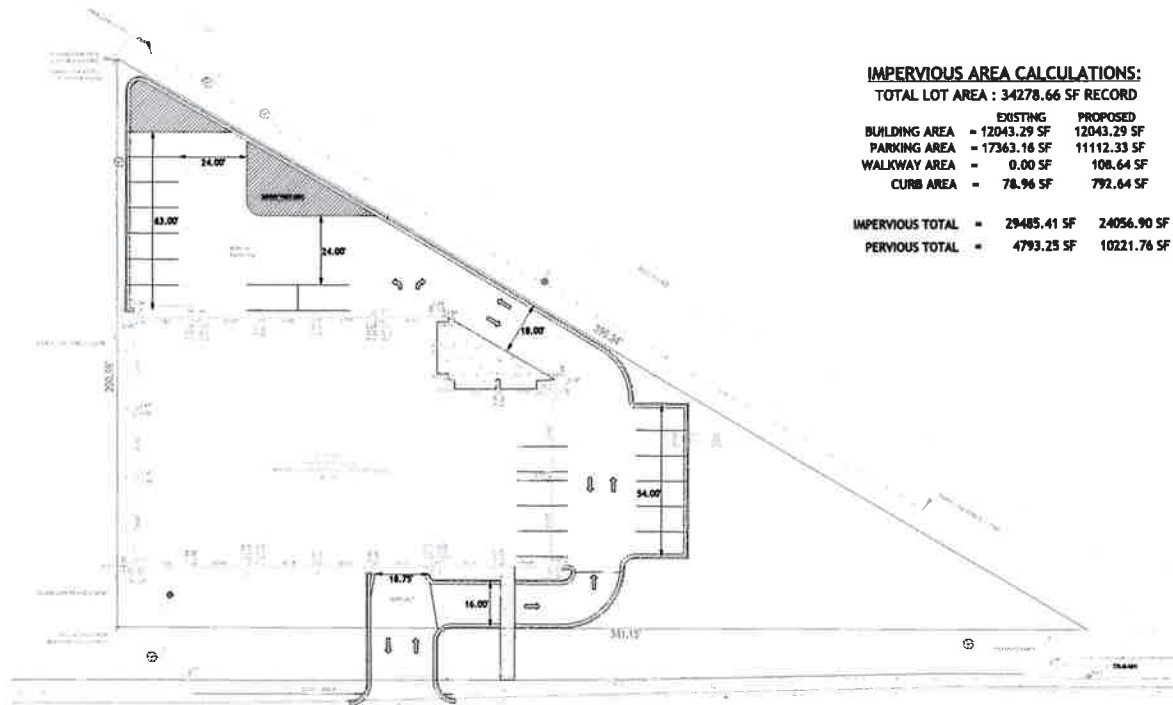
REVISION 100: 10/29/2024

PLANS AND SPECIFICATIONS FOR
AN ADAPTIVE RE-USE PROJECT
500 Central Road
Mount Prospect, IL

AS SHOWN
PLOT # 500CENTRAL

A6.2

EXHIBIT B



W. CENTRAL ROAD

No.	Revision/Date	Date	Commercial Development 500 W Central Rd., Mount Prospect	Geometric Plan	 FLUENTA CONSULTING	Fluenta Consulting 201 E. Lakeside Dr., Vernon Hills, IL 60061 Tel: 773-349-5881	Project	Sheet C3
							Date	
							Scale	
							1" = 20'	

EXHIBIT C

Village of Mount Prospect Ordinance No. 6656

ORDINANCE NO. 6656

AN ORDINANCE GRANTING A ZONING MAP AMENDMENT AND A VARIATION FOR PROPERTY
LOCATED AT 500 W. CENTRAL ROAD,
MOUNT PROSPECT, ILLINOIS

WHEREAS, Thomas Budzik ("Petitioner"), is seeking a Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial and a variation for increased density to allow twenty (20) residential dwelling units for property located at 500 W. Central Road, Mount Prospect, Illinois (the "Subject Property") Mount Prospect and legally described as:

LOT 'A' IN OWNER'S RESUBDIVISION OF LOT 3 (EXCEPT THE WEST 282.52 FEET THEREOF) OF CHARLES'S BEHLENDORF'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.58 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY) ACCORDING TO THE PLAT THEREOF OF SAID OWNER'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 21, 1970 AS DOCUMENT NUMBER 2535801, IN COOK COUNTY, ILLINOIS.

PIN(s): 03-34-326-008-0000

WHEREAS, the Petitioner seeks 1) Zoning Map Amendment to rezone the Subject Property from I-1 Limited Industrial to B-5 Central Commercial 2) Variation for increased density to allow twenty (20) residential dwelling units as shown on the Petitioner's Site Plan attached as Exhibit "A" and;

WHEREAS, a Public Hearing was held on the request for a Zoning Map Amendment and Variation being the subject of PZ-09-22 before the Planning and Zoning Commission of the Village of Mount Prospect on the 8th day of December, 2022, pursuant to proper legal notice having been published in the Daily Herald on the 23rd of November; and

WHEREAS, the Planning and Zoning Commission has submitted its findings and recommendations to the Mayor and Board of Trustees in support of the request being the subject of PZ-09-22; and

WHEREAS, the Mayor and Board of Trustees of the Village of Mount Prospect have given consideration to the request herein and have determined that the request meets the standards of the Village and that the granting of the 1) Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial and 2) Variation for increased density to allow twenty (20) residential dwellings would be in the best interest of the Village.

NOW, THEREFORE, 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: The recitals set forth hereinabove are incorporated as findings of fact by the Mayor and Board of Trustees of the Village of Mount Prospect.

SECTION TWO: The Mayor and Board of Trustees of the Village of Mount Prospect do hereby grant 1) Zoning Map Amendment from I-1 Limited Industrial to B-5 Central Commercial for the Subject Property and 2) Variation for increased density subject to the following conditions:

1. Development of the site in general conformance with the plans prepared by Thomas Architects, dated 9/14/2022;
2. The Petitioner shall address all comments included in the Village review letter dated October 228, 2022;
3. Submittal of landscape, tree inventory, irrigation, and photometric plans that comply with the Village codes and regulations;
4. All ground and rooftop mounted mechanical equipment shall be screened according to Village Code;
5. Petitioner shall provide a complete building code analysis during the permitted process, which shall comply with the requirements set forth in the adopted building codes and amendments as adopted by

the Village;

6. Prior to issuance of any certificate of occupancy, easements shall be confirmed/granted over the public utilities (water and storm) that cross the east side of the site, in a form acceptable to the Village;
7. The Petitioner shall make good faith efforts to modify the site plan to include two entrances into the parking area from the existing curb cut in front of the subject property;
8. Compliance with all applicable Village Code requirements, including but not limited to zoning, fire code, sign code regulations, and building regulations."

SECTION THREE: The Village Clerk is hereby authorized and directed to record a certified copy of this Ordinance and Exhibit "A" Site Plan with the Recorder of Deeds of Cook County on title to the Subject Property.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval and publication in in the manner provided by law.

AYES: Gens, Matuszak, Rogers, Saccotelli, Zadel

NAYS: Filippone

ABSENT: None

PASSED and APPROVED this 20th day of December, 2022


Paul Wm. Hofert, Mayor

ATTEST:


Karen M. Agoranos
Village Clerk



Item Cover Page

Subject	Motion to accept the proposed five-year agreement with Axon Enterprise for the purchase of 90 Axon body-worn cameras, 26 in-car cameras, and a digital evidence management system to include hardware, accessories, installation and software for a 5-year period with an annual cost of \$343,752.56 and a total cost not to exceed \$1,718,762.80.
Meeting	December 3, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	\$1,718,762.80
Budget Source	CIP Technology Replacement Fund
Category	VILLAGE MANAGER'S REPORT
Type	Budget Item

Information

Current WatchGuard mobile-video recorder in-car cameras and body-worn cameras were purchased in 2019 and 2020 respectively. The equipment is reaching its end-of-life and is in need of replacement. The Department is also looking to make a number of improvements and increase efficiencies to enhance capabilities in the areas of digital evidence collection and management. Staff looked at camera providers and determined Axon Enterprise, Inc. was best suited to satisfy the Department's needs. Axon provided a comprehensive proposal to replace existing body-worn cameras and in-car cameras with improved hardware and to also fulfill our need for improvements in digital evidence collection and management. The proposed 5-year agreement with Axon would provide the police department with the following equipment and software.

Discussion

Axon Body 4

The Department's current WatchGuard V300 body-worn cameras have experienced numerous reliability issues in their 4 years of service. There are currently 90 V300 body-worn cameras in service. 60 of the body-worn cameras and 170 detachable body-worn camera batteries have been replaced since May 2021 for various reasons. Staff have reported numerous issues with the V300 body-worn cameras audio periodically cutting out. Staff manually resets all 90 body-worn cameras once a week to remedy this audio issue.

This agreement with Axon would provide the department with Axon Body 4 body-worn cameras. The Axon Body 4 body-worn camera is used by most major police departments in the United States, including the Chicago Police Department, Los Angeles Police Department, and the Dallas Police Department. The majority of communities surrounding Mount Prospect also use Axon body-worn cameras. The Axon Body 4 is the most popular police body-worn

camera on the market. Officers field tested these cameras for 90 days and found them to be reliable. The Body 4 batteries lasted well beyond the end of the testing officers shifts.

This proposed agreement with Axon provides for a hardware refresh at 2 ½ years and 5 years. The department would receive brand new body-worn cameras at the middle and end of the contract. Further improving the reliability of officers' body-worn cameras. Issues with the Body 4 that develop between replacement periods will be fully covered by warranty at no additional cost to the Department.

Axon Fleet 3

The Department currently utilizes the WatchGuard Mobile Video Recorder for an in-car camera in every front-line patrol vehicle. The WatchGuard in-car cameras are reaching their end-of-life and are in need of replacement.

The Axon Fleet 3 Mobile Video Recorder is an advanced in-car camera system ensuring high quality video capture for patrol vehicles. The cameras are covered with a full warranty and a hardware refresh after 5-years. Installation of the Axon 3 camera into the Village's fleet of 26 front-line patrol vehicles is included in the price of this contract.

Unlimited Axon and 3rd Party Storage and Channel Services

There is currently no central location where all of the Department's digital evidence can be stored. Body-worn camera and in-car video media is stored in WatchGuard's EvidenceLibrary.com cloud-based storage system. Evidence photos are stored on the Lynx cloud-based system and any third-party media (store video, Ring video, cell phone video, photographs, etc) is stored on a USB drive or DVD and then placed into the Evidence Room. This fragmenting of digital media makes it difficult and time-consuming for staff to obtain videos needed for investigations.

The Axon agreement allows for the storage of media (body-worn camera, in-car video, evidentiary photographs, and 3rd party videos such as witness cell phone video, Ring doorbell video, or store surveillance video) in one location; that being Axon's Evidence.com cloud-based digital media storage site. Another benefit of Axon's [Evidence.com](https://evidence.com) cloud-based site is the ability to easily share photos and videos with other law enforcement agencies and the Cook County State's Attorney's Office. [Evidence.com](https://evidence.com) is the Cook County State's Attorney's preferred method for sharing digital media. [Evidence.com](https://evidence.com) is fully CJIS compliant and is rated FedRamp High, the certification required by most Federal agencies and Federal contractors.

The Channel Services feature, included in this agreement with Axon, will transfer any existing videos stored on the current WatchGuard EvidenceLibrary.com storage system and move it over to Axon's Evidence.com system.

Redaction Assistant

Records staff currently utilizes the Motorola WatchGuard Redactive Assistant redaction software. FOIA laws require redacting specific elements of a body-worn or in-car camera video before it can be released. The Records Section receives an average of 7-10 FOIA requests for camera footage per week. It takes approximately 4-hours to properly redact a 30-minute body-worn camera video.

The Axon Redaction Assistant utilizes artificial intelligence to improve the time it takes to redact a body-worn camera video for a FOIA request. Axon estimates it would take approximately 1-hour to redact a 30 minute body-worn camera video using Axon's redaction software. Given the number of FOIA requests the department receives, staff estimates the

Axon Redaction Assistant will save Records staff multiple hours of labor time per week in redactions.

Community Request and Portal

Video evidence is a key part of most investigations. If a Patrol Officer or Investigator currently wants to obtain a video from a witness, such as a cell phone video or store surveillance video, they have to drive to the location and pick up the footage. This can be a very time-consuming process.

With Axon's Community Request feature, if a Patrol Officer or Investigator needs a video or photo, they use an app on their cell phone and text a link to the witness. The witness then submits the video or photo through the link. The digital media goes directly into Evidence.com and is tagged with the proper police report number. Once the digital media is uploaded to Axon's site, officers can immediately access and view the media. This can all be done without the officer leaving their desk, giving them more time to work on the investigative side of the case.

Live-Streaming

Axon Respond live-streaming allows real-time video streaming from either body-worn cameras or in-car mobile cameras. Giving the Department the ability to access a body-worn camera or in-car camera that is recording. These video feeds can be used to provide Incident Commanders with a complete picture of an evolving critical incident.

Automatic License Plate Reader via In-car camera

The Axon Fleet 3 Mobile Video Recorders in squad cars would also serve as Automatic License Plate Readers. This will enhance the officers' ability to identify stolen vehicles and suspects.

Auto-Tagging

Axon's Auto-Tagging takes information from the Computer Aided Dispatch system and tags it in Evidence.com. With the existing WatchGuard camera system, when an officer creates a recording using either their body-worn camera or in-car camera, the Officer is required to manually enter a classification code as to why the recording was made. This lets the system know how long the video needs to be retained, per State retention laws. While the vast majority of videos are labeled correctly, errors can sometimes occur. These errors could result in difficulty in finding videos for cases or an improperly tagged video not being retained for the proper period of time. This creates an administrative burden for staff to correct these improperly labeled videos. Auto-Tagging automates this process and removes human error to ensure that our videos have complete and correct information attached.

Auto-Transcription

Auto-Transcription automatically transcribes the audio captured on an officer's body-worn camera recording. This allows officers to quickly review videos and shorten the time it takes to write reports. Auto-Transcription also gives officers the ability to search their video for keywords and go immediately to that portion of the video for review. Officers must manually search their body-worn camera video for these key moments with the current WatchGuard system.

Installation

Installation of the new technology along with training is included in the agreement. This will provide for a smooth transition for the department from the current body-worn camera vendor to the Axon system.

Funding

Funding for the annual cost of this purchase is provided in the 2025 CIP under the Technology Replacement Fund. The total budgeted amount for this purchase is \$1,718,762.80 over a 5-year period, which equates to \$343,752.56 annually. The 2025 CIP has funding available for the \$343,752.56, which we would be required to pay Axon in 2025.

Alternatives

1. Accept the proposed 5-year agreement with Axon Enterprise, Inc for the purchase of 90 new body-worn cameras, 26 in-car cameras, and a digital evidence management system to include hardware, accessories, installation and software for an amount not to exceed \$1,718,762.80.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends the purchase of 90 Axon body-worn cameras, 26 in-car cameras, and a digital evidence management system to include hardware, accessories, installation and software for a 5-year period with an annual cost of \$343,752.56 and a total cost not to exceed \$1,718,762.80.

Attachments

1. Axon Quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-598516-45594.591DA

Issued: 10/29/2024

Quote Expiration: 12/06/2024

Estimated Contract Start Date: 04/01/2025

Account Number: 112751

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mount Prospect Police Dept.- IL 911 E Kensington Rd Mount Prospect, IL 60056-1283 USA	Mount Prospect Police Dept.- IL 911 E Kensington Rd Mount Prospect IL 60056-1283 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Arth Phone: Email: darth@axon.com Fax:	Bart Tweedie Phone: 847-818-5243 Email: btweedie@mountprospect.org Fax: (847) 392-1070

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,718,762.80
ESTIMATED TOTAL W/ TAX	\$1,718,762.80

Discount Summary

Average Savings Per Year	\$70,647.04
TOTAL SAVINGS	\$353,235.20

Payment Summary

Date	Subtotal	Tax	Total
Mar 2025	\$343,752.56	\$0.00	\$343,752.56
Mar 2026	\$343,752.56	\$0.00	\$343,752.56
Mar 2027	\$343,752.56	\$0.00	\$343,752.56
Mar 2028	\$343,752.56	\$0.00	\$343,752.56
Mar 2029	\$343,752.56	\$0.00	\$343,752.56
Total	\$1,718,762.80	\$0.00	\$1,718,762.80

Quote Unbundled Price:	\$2,071,998.00
Quote List Price:	\$1,856,034.00
Quote Subtotal:	\$1,718,762.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	26	60	\$308.27	\$254.57	\$252.87	\$394,477.20	\$0.00	\$394,477.20
B00020	BUNDLE - UNLIMITED	90	60	\$165.30	\$140.82	\$131.58	\$710,532.00	\$0.00	\$710,532.00
A la Carte Hardware									
H00001	AB4 Camera Bundle	90			\$849.00	\$849.00	\$76,410.00	\$0.00	\$76,410.00
H00002	AB4 Multi Bay Dock Bundle	12			\$1,638.90	\$1,638.90	\$19,666.80	\$0.00	\$19,666.80
A la Carte Software									
73618	AXON COMMUNITY REQUEST	90	60		\$10.85	\$10.85	\$58,590.00	\$0.00	\$58,590.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	60		\$10.85	\$10.85	\$58,590.00	\$0.00	\$58,590.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	60		\$10.85	\$10.85	\$61,845.00	\$0.00	\$61,845.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	95	60		\$22.57	\$22.57	\$128,649.00	\$0.00	\$128,649.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	60		\$32.76	\$32.76	\$176,904.00	\$0.00	\$176,904.00
ProLicense	Pro License Bundle	6	60		\$43.40	\$43.33	\$15,598.80	\$0.00	\$15,598.80
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	2			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
80190	AXON EVIDENCE - CHANNEL SERVICES	1			\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85144	AXON BODY - PSO - STARTER	1			\$13,000.00	\$13,000.00	\$13,000.00	\$0.00	\$13,000.00
Total							\$1,718,762.80	\$0.00	\$1,718,762.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	90	1	03/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	03/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	99	1	03/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	99	1	03/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	12	1	03/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	12	1	03/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	12	1	03/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	1	03/01/2025
BUNDLE - UNLIMITED	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	1	03/01/2025
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	26	1	03/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	26	1	03/01/2025
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	26	1	03/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	26	1	03/01/2025
BUNDLE - UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	1	09/01/2027
BUNDLE - UNLIMITED	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	1	09/01/2027
BUNDLE - UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	1	03/01/2030
BUNDLE - UNLIMITED	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	1	03/01/2030
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	26	1	03/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	73638	AXON STANDARDS - LICENSE	90	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73680	AXON RESPOND PLUS - LICENSE	90	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	04/01/2025	03/31/2030
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	26	04/01/2025	03/31/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	26	04/01/2025	03/31/2030
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	26	04/01/2025	03/31/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	52	04/01/2025	03/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	04/01/2025	03/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	04/01/2025	03/31/2030
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	04/01/2025	03/31/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	04/01/2025	03/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	90	04/01/2025	03/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	04/01/2025	03/31/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	95	04/01/2025	03/31/2030

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	26
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	90	03/01/2026	03/31/2030
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	3	03/01/2026	03/31/2030
BUNDLE - UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	03/01/2026	03/31/2030
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	26	03/01/2026	03/31/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	26	03/01/2026	03/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	911 E Kensington Rd	Mount Prospect	IL	60056-1283	USA

Payment Details

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	\$35,380.80	\$0.00	\$35,380.80
Year 1	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$300.00	\$0.00	\$300.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	\$12,369.00	\$0.00	\$12,369.00
Year 1	73618	AXON COMMUNITY REQUEST	90	\$11,718.00	\$0.00	\$11,718.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$11,718.00	\$0.00	\$11,718.00
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 1	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 1	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	95	\$25,729.80	\$0.00	\$25,729.80
Year 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	2	\$0.00	\$0.00	\$0.00
Year 1	B00020	BUNDLE - UNLIMITED	90	\$142,106.41	\$0.00	\$142,106.41
Year 1	Fleet3A	Fleet 3 Advanced	26	\$78,895.43	\$0.00	\$78,895.43
Year 1	H00001	AB4 Camera Bundle	90	\$15,282.00	\$0.00	\$15,282.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	12	\$3,933.36	\$0.00	\$3,933.36
Year 1	ProLicense	Pro License Bundle	6	\$3,119.76	\$0.00	\$3,119.76
Total				\$343,752.56	\$0.00	\$343,752.56

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	\$35,380.80	\$0.00	\$35,380.80
Year 2	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$300.00	\$0.00	\$300.00
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	\$12,369.00	\$0.00	\$12,369.00
Year 2	73618	AXON COMMUNITY REQUEST	90	\$11,718.00	\$0.00	\$11,718.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$11,718.00	\$0.00	\$11,718.00
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 2	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 2	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	95	\$25,729.80	\$0.00	\$25,729.80
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	2	\$0.00	\$0.00	\$0.00
Year 2	B00020	BUNDLE - UNLIMITED	90	\$142,106.41	\$0.00	\$142,106.41
Year 2	Fleet3A	Fleet 3 Advanced	26	\$78,895.43	\$0.00	\$78,895.43
Year 2	H00001	AB4 Camera Bundle	90	\$15,282.00	\$0.00	\$15,282.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	12	\$3,933.36	\$0.00	\$3,933.36
Year 2	ProLicense	Pro License Bundle	6	\$3,119.76	\$0.00	\$3,119.76
Total				\$343,752.56	\$0.00	\$343,752.56

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	\$35,380.80	\$0.00	\$35,380.80
Year 3	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$300.00	\$0.00	\$300.00
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	\$12,369.00	\$0.00	\$12,369.00
Year 3	73618	AXON COMMUNITY REQUEST	90	\$11,718.00	\$0.00	\$11,718.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$11,718.00	\$0.00	\$11,718.00
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 3	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 3	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	95	\$25,729.80	\$0.00	\$25,729.80
Year 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	2	\$0.00	\$0.00	\$0.00
Year 3	B00020	BUNDLE - UNLIMITED	90	\$142,106.41	\$0.00	\$142,106.41
Year 3	Fleet3A	Fleet 3 Advanced	26	\$78,895.43	\$0.00	\$78,895.43
Year 3	H00001	AB4 Camera Bundle	90	\$15,282.00	\$0.00	\$15,282.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	12	\$3,933.36	\$0.00	\$3,933.36
Year 3	ProLicense	Pro License Bundle	6	\$3,119.76	\$0.00	\$3,119.76
Total				\$343,752.56	\$0.00	\$343,752.56

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	\$35,380.80	\$0.00	\$35,380.80
Year 4	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$300.00	\$0.00	\$300.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	\$12,369.00	\$0.00	\$12,369.00
Year 4	73618	AXON COMMUNITY REQUEST	90	\$11,718.00	\$0.00	\$11,718.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$11,718.00	\$0.00	\$11,718.00
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 4	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 4	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	95	\$25,729.80	\$0.00	\$25,729.80
Year 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	2	\$0.00	\$0.00	\$0.00
Year 4	B00020	BUNDLE - UNLIMITED	90	\$142,106.41	\$0.00	\$142,106.41
Year 4	Fleet3A	Fleet 3 Advanced	26	\$78,895.43	\$0.00	\$78,895.43
Year 4	H00001	AB4 Camera Bundle	90	\$15,282.00	\$0.00	\$15,282.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	12	\$3,933.36	\$0.00	\$3,933.36
Year 4	ProLicense	Pro License Bundle	6	\$3,119.76	\$0.00	\$3,119.76
Total				\$343,752.56	\$0.00	\$343,752.56

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	\$35,380.80	\$0.00	\$35,380.80
Year 5	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$300.00	\$0.00	\$300.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	\$12,369.00	\$0.00	\$12,369.00
Year 5	73618	AXON COMMUNITY REQUEST	90	\$11,718.00	\$0.00	\$11,718.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$11,718.00	\$0.00	\$11,718.00
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 5	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	85144	AXON BODY - PSO - STARTER	1	\$2,600.00	\$0.00	\$2,600.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	95	\$25,729.80	\$0.00	\$25,729.80
Year 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	2	\$0.00	\$0.00	\$0.00
Year 5	B00020	BUNDLE - UNLIMITED	90	\$142,106.41	\$0.00	\$142,106.41
Year 5	Fleet3A	Fleet 3 Advanced	26	\$78,895.43	\$0.00	\$78,895.43
Year 5	H00001	AB4 Camera Bundle	90	\$15,282.00	\$0.00	\$15,282.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	12	\$3,933.36	\$0.00	\$3,933.36
Year 5	ProLicense	Pro License Bundle	6	\$3,119.76	\$0.00	\$3,119.76
Total				\$343,752.56	\$0.00	\$343,752.56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/29/2024





Item Cover Page

Subject

Meeting

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category

Type

As submitted

December 3, 2024 - REGULAR MEETING OF THE MOUNT
PROSPECT VILLAGE BOARD

VILLAGE MANAGER'S REPORT

Presentation

Information

Discussion

Alternatives

Staff Recommendation

Attachments

None