



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

April 2, 2025

Village Hall - 3rd Floor Board Room

7:00 PM

1. CALL TO ORDER

2. ROLL CALL

- 2.1. Pledge of Allegiance - Trustee John Matuszak

3. APPROVAL OF MINUTES

- 3.1. Minutes of the regular meeting of the Village Board - March 18, 2025

4. MAYORS REPORT

- 4.1. Mayor's Comment
- 4.2. PROCLAMATION: Week of the Young Child - April 5-11, 2025
- 4.3. PROCLAMATION: National Library Week - April 6-12, 2025
- 4.4. 1st reading of an ORDINANCE AMENDING CHAPTER 13 (ALCOHOLIC LIQUORS) OF THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance increases the number of Class "F-3" liquor licenses by one (1) SANKYU SUSHI CORP d/b/a SANKYU SUSHI Located at 1176 S. Elmhurst, Mount Prospect, IL.

5. COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

6. CONSENT AGENDA

- 6.1. List of Bills - March 12, 2025, to March 25, 2025 - \$2,756,784.20
- 6.2. Motion to waive the rule requiring two readings of an ordinance and adopt AN ORDINANCE AMENDING CHAPTER 13 (ALCOHOLIC LIQUORS) OF THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance decreases the number of Class "F-1" Liquor Licenses by one (1) TFK INC. d/b/a IZAKAYA SANKYU located at 1176 Elmhurst Road, Mount Prospect, IL.
- 6.3. A resolution authorizing the mayor to sign Amendment #4 to the Agreement between the Illinois Department of Natural Resources, the Illinois Department of Transportation, the City of Prospect Heights, and the Village of Mount Prospect for the Upper Des Plaines River Flood Damage Reduction Project Element, Levee 37.

7. OLD BUSINESS - None

8. NEW BUSINESS

- 8.1. Motion to waive the rule requiring two readings of an ordinance and adopt AN

ORDINANCE AMENDING ORDINANCE NO. 3831 GRANTING A CONDITIONAL USE IN THE NATURE OF A PLANNED UNIT DEVELOPMENT FOR PROPERTY COMMONLY KNOWN AS LAKE CENTER PLAZA, AMENDED BY ORDINANCE NO. 5617, FOR PROPERTY LOCATED AT 500 WEST ALGONQUIN ROAD, MOUNT PROSPECT, ILLINOIS (PZ-02-25)

- 8.2. Motion to waive the rule requiring two readings of an ordinance and adopt AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT FOR THE COCO & MAPLE RESTAURANT COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS

9. VILLAGE MANAGER'S REPORT

- 9.1. 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, March 18, 2025 / 7:00 PM**

CALL TO ORDER

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

ROLL CALL

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

Absent: None

2.1. Pledge of Allegiance - Trustee Colleen Saccotelli

APPROVAL OF MINUTES

3.1. Minutes of the regular meeting of the Village Board meeting of March 04, 2025

Motion by Bill Grossi, second by Colleen Saccotelli to approve the minutes of the March 4, 2025, regular meeting of the Village Board:

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

Nay: None

Final Resolution: Motion Passed

MAYORS REPORT

4.1. Mayor's Comment

Mayor Hoefert read a statement regarding appropriate meeting conduct.

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COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

Alex and Sara Hoefert
110 N. Lancaster

- They expressed profound gratitude to the Police and Fire Departments for their swift response and sensitive handling of a recent personal tragedy. They thanked the Village and the community for their support and acts of kindness and generosity.

Ed Lapinski
Des Plaines resident
Republicans of Elk Grove Township committee member

- Dispelled rumors that the Committee attempted to influence the Village of Mount Prospect's non-partisan election by circulating a flyer with recommendations for the upcoming Consolidated Election. He stated that there was no communication with any candidate or candidate's campaign and that the flyer was produced independently.

Ronak McFadden
Mount Prospect resident

- Expressed concern that partisan politics are infiltrating the Village's non-partisan election
- In response to Mayor Hoefert's remarks regarding meeting decorum, she asked that Board members refrain from side conversations with fellow board members at the dais while others are speaking
- Pleased to hear that the victim and family members are recovering

Scott Myslinski
1400 Lowden Lane

- Thanked the Mayor and Board for serving the community
- Appeared to register a public complaint against Prestige Feed, saying he was tired of the odor that he first reported to the Village via email in 2021

Matt Murphy
1315 E. Mitchell

- Expressed frustration and displeasure with the "foul and unbearable" odor from Prestige Feed that seems to have worsened over the past 18 months.
- He thanked Village Environmental Health Inspector Brandon Allen for fielding complaints over the past several years but expressed frustration with the Village.

Mayor Hoefert stated the Village is engaged in litigation and can only provide limited information.

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BL Pelicore
112 S. Owen

- Requested a follow-up and project timeline from last week's meeting regarding the proposed redevelopment of 111 E. Busse

Mayor Hoefert responded that staff is still processing input and suggestions presented at the meeting to find common elements. Staff are working on the RFP (Request for Proposals) package. He said that the Village has not closed on the property to date, so there is little new to report at this time, and he stated that information will be shared as soon as it is available. Director of Community and Economic Development Jason Shallcross noted that staff will create a list of interested parties to share information as it becomes available.

Erin Cullen
Mount Prospect resident
Fairview Gardens

- Disappointed with the lack of public information shared by the Village regarding Prestige Feed; frustrated by the lack of communication

Ronak McFadden

- Questioned why a zoning hearing wasn't required for Prestige Feed
- Suggested a future Committee of the Whole meeting to explain the zoning approval process

CONSENT AGENDA

Trustee Grossi announced that he is recusing himself from the vote on item 6.1, "List of Bills," on the consent agenda, as it includes his reimbursement for travel expenses to Springfield, incurred on behalf of the Village.

Motion by Colleen Saccotelli, second by John Matuszak, to approve the consent agenda as presented:

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

Nay: None

Final Resolution: Motion Passed

6.1. List of Bills - February 26, 2025 to March 11, 2025 - \$4,353,750.15

Trustee Grossi – recused from vote

6.2. Waive the Rules Requiring Two Readings of an Ordinance and Adopt AN ORDINANCE
MAKING CERTAIN AMENDMENTS TO THE ANNUAL BUDGET
ADOPTED FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024 AND

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ENDING DECEMBER 31, 2024

Ordinance No. 6781

6.3. Waive the Rules Requiring Two Readings of an Ordinance and Adopt AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE ANNUAL BUDGET ADOPTED FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025

Ordinance No. 6782

6.4. A RESOLUTION AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND PARKWAY BANK AND TRUST FOR PROPERTY LOCATED AT 1709-1713 WEST ALGONQUIN ROAD, MOUNT PROSPECT, ILLINOIS

Resolution 10-25

6.5. Motion to accept the lowest-cost, responsive bid for the Community Development Block Grant (CDBG) Sidewalk Program for an amount not to exceed \$165,793.

6.6. Motion to accept proposal for 2025 Cured-In-Place Pipe (CIPP) Lining Projects construction engineering services in an amount not to exceed \$84,597.

6.7. Motion to accept the proposal from Bowman Consultants to provide design and construction engineering services for the 2025 Wolf Road New Sidewalk Program for an amount not to exceed \$61,887.67.

6.8. Motion to accept bid results for the 2025 & 2026 Sewer Catch Basin and Inlet Cleaning Contracts as submitted by American Underground for an amount not to exceed \$56,250.

6.9. Motion to accept the lowest-cost, responsive bid for the 2025-2026 Catch Basin/Inlet/Storm Sewer Pipe Repair Contract as submitted by DeVinci Construction for an amount not to exceed \$131,480.

6.10. Motion to accept proposal from Burns & McDonnell consulting engineers to provide construction engineering services for the Oakton Street Water Main Extension Project for an amount not to exceed \$118,500.

OLD BUSINESS

NEW BUSINESS

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VILLAGE MANAGER'S REPORT

9.1. Motion to accept the lowest-cost, responsive bid for the 2025 Water Main Replacement Project including the two (2) alternate bid items for an amount not to exceed \$6,192,543.99.

Director of Public Works Sean Dorsey presented background information, bid results and staff recommendation for the 2025 Water Main Replacement Project.

Mr. Dorsey stated that this is an annual bid to replace a portion of the Village's water main infrastructure as part of a multi-year process of reducing the replacement cycle of water mains to 130 years.

Mr. Dorsey displayed a map of the project area that includes South Albert Street, South Louis Street, South Pine Street, Can Dota Avenue, and Robert Drive. He provided additional details regarding the project's scope.

Mr. Dorsey stated the Village received bids from seven contractors. Gerardi Sewer and Water Co. submitted the lowest-cost bid. He stated that Gerardi has experience working in the Village, having completed the Village's 2022, 2023, and 2024 water main replacement project. He stated the project includes two alternate bids that are within the project budget and can be included in the overall project scope of work.

In response to a question from the Board, Mr. Dorsey stated that if approved, work will begin in about two weeks.

Colleen Saccotelli motioned, seconded by Vincent Dante, to accept the lowest-cost, responsive bid for the 2025 Water Main Replacement Project.

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

Nay: None

Final Resolution: Motion Passed

9.2. Motion to accept bid for 2025 Combined and Sanitary Sewer Lining (CIPP) Project for an amount not to exceed \$1,706,926.

Mr. Dorsey presented bid results for the 2025 Combined and Sanitary Sewer Lining Project (CIPP). He explained that the scope of work in this year's project includes 69 pipe segments totaling 14,000 linear feet of combined and separate sanitary sewers. Mr. Dorsey displayed a map of the project area. He stated that work would be conducted using a "worst first" philosophy and explained the ranking system used to evaluate the condition of the pipes. They are placed in five separate categories. A rank of five indicates the most in need of repair, all of which have been addressed in previous years along category four and most of category three. This year's project will focus on the category three and category two pipes.

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Mr. Dorsey stated seven contractors submitted bids for the project. Hoerr Construction submitted the lowest, responsive bid. He stated that Hoerr Construction has completed several Combined and Sanitary Sewer lining projects for the Village in the past. Staff recommends adding a 6% contingency to address any unforeseen issues. The contract also includes a provision to extend the contract by one additional year if both parties agree. Staff recommends acceptance of the bid from Hoerr Construction for the 2025 CIPP project in the amount of \$1,706,926.

Motion by John Matuszak, second by Bill Grossi to accept the bid for 2025 Combined and Sanitary Sewer Lining Project:

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

Nay: None

Final Resolution: Motion Passed

9.3. Motion to reject the lowest-cost bid as non-responsive to the bid documents and accept the second lowest-cost, responsive bid for the 2025 Storm Sewer Lining Project for an amount not to exceed \$789,091.

Mr. Dorsey presented bid results for the 2025 Storm Sewer Lining Project. He stated that the Village began assessing all storm sewer in 2013 and completed the project in 2021. The system was deemed to be in good condition, with only 16,000 linear feet requiring rehabilitation.

Mr. Dorsey announced the Village, with the assistance of Illinois State Senator Mark Walker, received a grant of \$788,000 from the Department of Commerce and Economic Opportunity. This grant will fund the elimination of Category 5 pipes, the category most needing repair. The scope of work this year includes 40 Category 5 pipe segments totaling 9,379 linear feet. In 2026, capital funding will be used to continue the program.

Staff received bids from eight contractors. Visu-Sewer submitted the lowest bid (\$786,265) but were eliminated because their bid document did not explain how they would comply with MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) grant requirements. Hoerr Construction submitted the lowest cost, responsive bid at \$789,091. Mr. Dorsey stated that Hoerr is well-qualified to perform this work, and staff are confident they will satisfactorily complete the project. The contract includes a provision to extend the contract one additional year if both parties agree.

Motion by Colleen Saccotelli, second by Bill Grossi to reject the lowest cost bid as non-responsive and accept the second lowest-cost responsive bid for Hoerr Construction:

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

Nay: None

Final Resolution: Motion Passed

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- 9.4. Motion to accept lowest-cost, responsive bid for repairing and repainting Booster Pumping Station 4 Storage Tank in an amount not to exceed \$566,970.

Mr. Dorsey presented bid results for the repair and repainting of the Booster Pumping Station 4 Storage Tank.

Mr. Dorsey stated that this pumping station, built in 1949, is located in a residential neighborhood at 117 N. Waverly Place. A recent inspection indicated it needs repair. It is a concrete tank with a brick facade, which is different from the steel tanks at other Village pumping stations. He stated the scope of work involves repairing cracks in the concrete, resealing, and repainting the interior piping inside the tank.

Staff received four bids from contractors for this project. Era Valdivia Contractors submitted the lowest responsive bid of \$518,000. Mr. Dorsey stated that Era Valdivia worked in the Village as a subcontractor on other projects. Staff found their work satisfactory and are confident in their expertise to complete this project at the indicated price. He stated that staff recommends accepting the bid from Era Valdivia for the Booster Pumping Station 4 Storage Tank repair.

Mr. Dorsey answered questions from the Board.

Motion by Terri Gens, second by Bill Grossi to accept the lowest cost, responsive bid for Booster Pumping Station 4 in the amount of \$566,970:

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

Nay: None

Final Resolution: Motion Passed

9.5. As submitted

No additional report.

ANY OTHER BUSINESS

No additional business.

ADJOURNMENT

With no additional business to conduct, Mayor Hoefert asked for a motion to adjourn. Trustee Grossi, seconded by Trustee Matuszak, motioned to adjourn the meeting. By unanimous voice vote, the March 18, 2025, Regular Meeting of the Village Board of Trustees adjourned at 8:22 p.m.

Respectfully submitted,

Karen M. Agoranos
Village Clerk



Item Cover Page

Subject

Meeting

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category

Type

Mayor's Comment

April 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT
VILLAGE BOARD

MAYORS REPORT

Presentation

Information

Discussion

Alternatives

Staff Recommendation

Attachments

None



Item Cover Page

Subject **PROCLAMATION: Week of the Young Child - April 5-11, 2025**

Meeting April 2, 2025 - 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. Young Child Week, April 2025

PROCLAMATION

**“Week of the Young Child”
April 5 – 11, 2025**

WHEREAS, the Mount Prospect Child Care Center Inc. and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 5 -11, 2025; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs that can provide a foundation of learning for children in Mount Prospect; and

WHEREAS, public policies that support early learning for all young children are crucial to young children’s futures;

WHEREAS, during the Week of the Young Child, the community is invited to participate in the celebration through themed, child-focused activities, including “Music Monday,” “Tasty Tuesday,” “Work Together Wednesday,” “Artsy Thursday,” and “Family Friday” and

WHEREAS, the 2025 theme for the Week of the Young Child is “Step it Up”, encouraging everyone in the early childhood community to take the daily themes to the next level.

NOW, THEREFORE, I, Paul Wm. Hoefert, Mayor of the Village of Mount Prospect, do hereby proclaim April 5-11, 2025 as the

“WEEK OF THE YOUNG CHILD”

in the Village of Mount Prospect and I urge all individuals to recognize and support the needs of young children in ours and neighboring communities.

Paul Wm. Hoefert
Mayor

ATTEST:

Karen M. Agoranos Village
Clerk

Dated this 2nd day of April, 2025



Item Cover Page

Subject	PROCLAMATION: National Library Week - April 6-12, 2025
Meeting	April 2, 2025 - 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. National Library Week 2025

Proclamation

National Library Week

April 6th through April 12th 2025

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships; and

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, Paul Wm. Hoefert, Mayor of the Village of Mount Prospect, do hereby proclaim the week of April 6th- 12th , 2025 as

“National Library Week”

And I encourage all residents to visit the Mount Prospect Public Library to explore the wealth of resources and programs available to the community.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk



Item Cover Page

Subject	1st reading of an ORDINANCE AMENDING CHAPTER 13 (ALCOHOLIC LIQUORS) OF THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance increases the number of Class "F-3" liquor licenses by one (1) SANKYU SUSHI CORP d/b/a SANKYU SUSHI Located at 1176 S. Elmhurst, Mount Prospect, IL.
Meeting	April 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	
Dollar Amount	
Budget Source	
Category	MAYORS REPORT
Type	Action Item

Information

On Thursday, March 20, the Assistant Village Manager and Executive Assistant met with Ms. Sandy Yang, owner and 100% shareholder of Sankyu Sushi, formerly known as Izakaya Sankyu, regarding her request for a new Class "F-3" liquor license. The Class "F-3" license provides for a restaurant with a lounge involving the full service of alcoholic beverages.

Ms. Yang recently acquired the restaurant from Mr. Yoshida, former owner of Izakaya Sankyu and family friend, who has held a Mount Prospect liquor license since 1997. She is an experienced restaurateur, successfully operating Omakase Shoji and Lawrence Fish Chinatown both well-known restaurants in Chicago. Her expertise, along with her strong connections within the Japanese hospitality industry, is expected to contribute to the success of Sankyu Sushi.

The restaurant is undergoing significant renovations, including fresh paint, new furniture, and the addition of a traditional Japanese-style tatami room. A team of skilled Japanese chefs will prepare an authentic menu featuring sushi, sashimi, ramen, udon and other authentic dishes. Sankyu Sushi will employ approximately fifteen staff members and will be open six days a week for lunch from 11:30 a.m. to 2:30 p.m. and again for dinner starting at 5:00 p.m. The anticipated opening is set for mid-April.

A completed application as well as all other required documentation is on file. Ms. Yang has submitted background checks and fingerprints in association with the liquor license. As required by the Liquor Code all managers and individuals involved with the sale and service of alcohol must complete a certified liquor servers training course. If the Village Board views this application favorably, an Ordinance creating a new Class "F-3" License would need to be adopted.

Discussion

Alternatives

1. Approve ordinance increasing the number of Class "F-3" liquor licenses.
2. Action at the discretion of Village Board.

Staff Recommendation

Staff recommends approval of an ordinance creating a new Class "F-3" license for Sankyu Sushi.

Attachments

1. Sankyu Sushi add

ORDINANCE NO. _____

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

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

SECTION ONE: That in accordance with Subsection A of Section 13.108 of Chapter 13 of the Village Code of Mount Prospect, as amended, the Corporate Authorities shall determine the number of Liquor Licenses available in each Classification and shall establish a list specifying the number of Liquor Licenses authorized. Said list is hereby amended. This Ordinance will increase the number of Class "F-3" licenses by (1) SANKYU SUSHI CORP d/b/a SANKYU SUSHI located at 1176 S. Elmhurst, Mount Prospect, IL. Said list is as follows:

Five (5)	Class P-1 License
Nine (9)	Class P-2 License
One (1)	Class P-3 License
Zero (0)	Class P-4 License
Zero (0)	Class P-5 License
Nine (9)	Class F-1 License
One (1)	Class F-1-V License
Six (6)	Class F-2 License
Six (6)	Class F-2-V License
Seventeen (17)	Class F-3 License
Twelve (12)	Class F-3-V License
One (1)	Class F-4-V License
Three (3)	Class F-5 License
Two (2)	Class F-6 License
Zero (0)	Class F-7 License
One (1)	Class F-8 License
Two (2)	Class S-1 License
Three (3)	Class S-2 License
Zero (0)	Class S-3License
Zero (0)	Class S-4License
One (1)	Class S-5 License
Two (2)	Class S-6 License
Two (2)	Class S-7 License
One(1)	Class S-8 License
Zero (0)	Class S-9(with conditions as Attached to License)

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

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this _____ day of _____, 2025.

Mayor

ATTEST:

Village Clerk

<u>Class</u>	<u>Establishment</u>	<u>Number</u>
P-1	Cardinal Wine & Spirits; D&H Liquors; Jay Liquors; Jenny's Liquors; Mount Prospect Liquors & Tobacco;	5
P-2	Caputo's Fresh Market; Costco; Fiesta Market; KD Market; Osco Drug Store #3476; CVS Pharmacy; Walgreens #00209 (Kensington); Walgreens #05107(Elmhurst); Wal-Mart #1681	9
P-3	Aldi;	1
P-4		0
F-1	Chung Wa 827; Honey Biscuit; Izakaya Sankyu; LePeep Café; Los Arcos; MI Restaurant; Mr. Kimchi Korean BBQ; New Pusan Restaurant; Pueblo Viejo;	9
F-1-V	La Presa;	1
F-2	Buona; E-Sushi; Misoya Chicago; MOD Pizza; Sakae Restaurant; Trilokah	6
F-2-V	Avanti Café and Sandwich Bar; Jelly Café; Mr. Beef & Pizza; Rosati's Pizza; Tortas Locas; Wingsnob	6
F-3	Balkan Taste; BlackFinn –Randhurst Grille; Buffalo Wild Wings Grill and Bar; Fellini Restaurant & Pizzeria; Hacienda El Sombrero; Hong Dae; Khepri Kitchen +Coffee; Lady Dahlia Tequila Bar; Mia's Cantina;Mr.Kimchi Korean BBQ; Patina Wine Bar; Summertime; Sankyu Sushi; Tavern on Elmhurst; Texas Road House; The Prospect; Trezero's;	17
F-3-V	Big Fish's Icehouse; Canta Napoli; Draft Picks; Emerson's; Jameson's Charhouse; Langostino's Nayarit; Moretti's; Mount Prospect Public House; Mrs. P & Me; Sports Shack; Station 34; The Red Barn;	12
F-4-V	Prospect Moose Lodge	1
F-5	Emerald Banquets; Olive Palace; Victoria in the Park	3
F-6	Mt. Prospect Park District-Golf Course; Prospect Heights Park District	2
F-7		0
F-8	Salerno's Pizzeria & Eatery & Whiskey Hill Brewing & Kitchen	1
S-1	Four Points by Sheraton Mount Prospect; Hampton Inn & Suites	2
S-2	Bowlero; Golf Factory; The Picklr	3
S-3		0
S-4		0
S-5	AMC Randhurst 12	1
S-6	Amethyst Skye; Lumi Studio & Shoppe	2
S-7	Northern Fork; Victoria Venue	2
S-8	Two Eagles Distillery	<u>1</u>
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Subject **List of Bills - March 12, 2025, to March 25, 2025 - \$2,756,784.20**

Meeting April 2, 2025 - 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 - March 12, 2025, to March 25, 2025 - \$2,756,784.20

Discussion

Alternatives

1. Approve the attached List of Bills - March 12, 2025, to March 25, 2025 - \$2,756,784.20.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends approval of the attached List of Bills - March 12, 2025, to March 25, 2025 - \$2,756,784.20.

Attachments

1. List of Bills - March 12 2025 to March 25 2025

VILLAGE OF MOUNT PROSPECT
List of Bills
March 12, 2025 - March 25, 2025

Fund	Vendor Name	Invoice Description	Amount
001 General Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit 031325	\$ 3,614.31
	Active Alarm Company, Inc.	Alarm monitoring at the CCC 4/1/25-6/30/25	73.50
	Addison Building Material Co.	Tree cabling materials	79.16
	Air One Equipment, Inc.	Quarterly Air Quality Testing and Compressor Maintenance	899.00
		Quarterly Air Quality Testing and Compressor Maintenance	972.00
		Quarterly Air Quality Testing and Compressor Maintenance	165.00
		SCBA Parts and Supplies	20.00
	Amazon Capital Services	Replacement keyboard	62.92
		3/7/25 Publication for Dept. library	16.89
		3/18/25 Supplies for Accident reconstruction	151.40
		Paint pens	20.37
		3/12/25 Publication for Dept. library	47.78
		CD BIS office supplies Tyvek suits 03/12/25	311.33
		Pilot G2 Pens	35.24
		TZ Tapes, command strips, magnum sharpies and keyboard	179.68
		3/11/25 Office supplies	59.76
		Scantron Sheets	35.20
		Meeting notebooks	77.25
		Toner 37A for Lts office	207.94
		Clip Board, plastic card holders	22.98
		Otterbox and screen protector	38.35
		Meat thermometer for St 13	24.99
		Refund - returned keyboard	(62.92)
		LED Flare Lights	41.99
		Cardstock, sticky notes, pushpins, pencil cases, card holders	126.98
		Label Maker tape, 12 pocket folder, 3 clipboards	46.17
		24 pocket organizer, scissors	23.98
		2 Flash Drives	15.74
		White-out	5.23
		CD-BIS office supplies headset Tyvek shoe covers 3/5/25	316.80
		Fitness Sandbag - St 12	83.99
		Boots for Swift Water recovery	104.95
		3/19/25 Supplies for FTO program	88.68
	Arbsession Inc	Pole saw and blades	414.10
	Emergency Assistance	Emergency Assistance	240.00
	Axon Enterprise, Inc.	2/27/25 Recertification training	490.00
		4/1/23-3/31/24 Investigate Pro Dongle license	3,120.00
	Baxter & Woodman, Inc.	3/14/25 GIS Managed Services	23,638.50
	Bedco Mechanical	2/21/25 PD Squad garage for HVAC	1,297.50
		2/20/25 St 11 RTU repair	270.00
		2/20/25 PW washbay heater repair	270.00
		2/21/25 St 12 AC lock out	521.60
		Mar-April 2025 Maintenance Contract for HVAC repairs	5,242.20
	Bond, Dickson & Associates PC	Administrative Adjudication - February 2025	360.00
	Buckun, Gabriel	Reimbursement - Uniform Boots	110.00
	Builders Asphalt LLC	3/7/25 Cold patch	276.50
		3/13/25 pot hole patching	556.50
	Case Lots, Inc.	VMP Cleaning supplies	1,988.60
		VMP Custodial supplies	1,981.80
	Chem-Wise Pest Management	2/26/25 2000 E Kensington Pest control	30.00
		2/26/25 911 E Kensington Pest control	40.00
		2/26/25 111 E Rand Pest control	40.00
		3/1/25 1700 W Central Pest control	215.00
	Chicago Metropolitan Agency For Planning	2025 CMAP Membership Renewal	2,343.48
	Choi, Ann	Plan Commissioner Training APA-IL 02/27/25	150.77
	Christopher B. Burke Engineering Ltd	1/26-2/22/25 Accreditation and Map Revision Levee 37	400.00
	CIT Bank, N.A.	KIP plotter lease - April 2025	409.34
	Civiltech Engineering Inc	Civil Tech Consulting 2/1/2025-2/28/2025	15,373.00
	Clerk of the Circuit Court of McHenry County	Garnishment 022725	547.85
		Garnishment 031325	547.85
	Collision Forensic Solutions LLC	3/9/25-3/8/26 Software Subscription	483.06

VILLAGE OF MOUNT PROSPECT
List of Bills
March 12, 2025 - March 25, 2025

Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Comcast	3/4-4/3/25 Comcast business services	189.76
		3/4-4/3/25 Comcast business services	494.01
		2/18-3/17/25 1700 W Central	26.51
		3/1-3/31/25 21 S Emerson	191.35
		3/12-4/11/25 50 S Emerson cable	34.34
		Cable VMO 02/12/25-4/11/25	75.88
		Comcast Fiber Service - March 25	2,771.98
	Compass Minerals America, Inc.	3/6/25 Bulk Road Salt per State Contract	43,265.71
		3/7/25 Bulk Road Salt per State Contract	59,485.94
		3/10/25 Bulk Road Salt per State Contract	7,263.37
		3/11/25 Bulk Road Salt per State Contract	17,198.30
		3/12/25 Bulk Road Salt per State Contract	5,551.25
	Constellation NewEnergy, Inc.	12/31/24-1/31/25 755 S Meier	96.95
		1/9-2/10/25 21 S Emerson electricity	169.15
		1/2-2/19/25 Traffic light electricity	22,428.32
		1/13/-2/12/25 1901 1/2 E Seminole Electricity	72.92
		1/31-3/4/25 755 S Meier electricity	97.15
	Costar Realty Information, Inc.	Monthly Commercial Real Estate Publication March 2025	978.93
	Crain Communications Inc.	Crains annual renewal 2025	225.00
	Crystal Court Shopping Center	Rent for the CCC - April 2025	7,822.56
		Reconciliation for 2024 Community Connections Center	2,247.00
	CWKK CrimeDex	3/12/25-3/12/26 CrimeDex subscription	79.00
	Defranco Plumbing	2/19/25 RPZ repair	2,400.00
	Des Plaines Journal Inc	Senior Services Advertising 2025	715.00
	EAS Group Inc	3/6/25 Vehicle Inventory forms	1,128.90
	Elk Grove Township	Refund for overpayment on Grant Awarded 2024-2025	1,333.30
	FBI - Leeda	3/14/25 Training class registration	795.00
	Federal Express Corp	2/28/25 Shipping fee	27.20
		2/26/25 Shipping fee	27.20
		Shipping - HDTV G2 Controller 2/26/25	19.07
	Fehr-Graham & Associates LLC	2/19/25 Bloodborne Pathogen Training	1,101.50
	Fire Pension Fund	Fire Pension 031325	39,156.50
	G & J Associates, Inc.	Step & Repeat Banner Printing - State of the Village 2025	494.37
	Graybar Electric Co.	UPS Battery backups	746.92
	HDR Engineering Inc	1/26-2/22/25 Central Rd Railroad Crossing - Phase I	15,104.89
	Hull, David	2/26-2/27/25 Conference Lunch Reimbursement	12.00
	Huuso LLC	3/6/25 Cleaning and sanitizing of squad car	95.00
	ICMA	RHS Contribution 031325	30,910.29
	ICMA Retirement Trust - 457	MissionSquare 457 031325	56,646.21
	Illinois American Water Company	Water Service 3/1-3/31/25 2000 Kensington	54.57
		Water Service 2/04-3/04/25 1415 E Algonquin	115.50
		Water Service 2/11-3/10/25 2000 Kensington	266.54
		Water Service 2/11-3/10/25 1313 N Burning Bush	1,180.13
	Illinois City Management	Job Ad Posting For Community Service Officer	50.00
	Illinois Department of Revenue	IL State Withholding 031325	63,847.63
	Illinois State Treasurer	10/1-12/31/24 Traffic signal maintenance	12,442.35
	Imaging Essentials Inc	8/1-8/31/24 KIP Maintenance	60.00
		9/1-9/30/24 KIP Maintenance	60.00
		10/1-10/31/24 KIP maintenance	60.00
		2/1-2/28/25 KIP Plotter Maintenance	60.00
	Internal Revenue Service	Federal Withholding 031325	307,295.14
	International Association of Chiefs of Police	Membership renewal 01/01-12/31/25	135.00
	International Union of Operating Engineers	IUOE PW Membership Dues 031325	1,879.03
	J C Embroidery & Screenprint Inc	CD BIS Lanyards 02/21/25	247.50
	J.J. Keller & Associates, Inc.	2/12/25 CDL training	250.00
	Kerr Mechanical	Refund Permit Fee #RB25-000144 (108 Stevenson)	150.00
	Kodex Inc	3/10/25 Subpoena for Case #MPP24-29054	45.00
	Kuhn, Keith	2/26-2/27/25 Conference Lunch Reimbursement	24.00
	Language Testing International Inc	3/10/25 Language testing	124.00
	LexisNexis Risk Data Management Inc.	Background checks - February 2025	200.00
	Lynxpm, LLC.	08/19/24-08/18/25 Annual support for LynxDOMS	1,802.00

VILLAGE OF MOUNT PROSPECT
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March 12, 2025 - March 25, 2025

Fund	Vendor Name	Invoice Description	Amount
001	General Fund (continued)		
	Lyons & Pinner Electric Companies	2/28/25 Traffic Signal Maintenance	1,140.00
	Madoov Supplies Inc	Cleaning supplies	1,830.60
	Major Case Assistance Team	3/10/25 MCAT Awards Luncheon	611.00
	Maxx Contractors Corp	2/27/25 Debris Hauling and Aggregate Material Delivery	84.31
		3/2025 Snow removal and ice control	18,026.61
		3/11/25 Debris Hauling and Aggregate Material Delivery	53.35
	McMaster-Carr Supply Co	New rugs for VH	580.48
	Meade Electric Co Inc	2/27/25 Traffic Signal maintenance	491.00
		2/27/25 Traffic Signal maintenance	491.00
		2/27/25 Traffic Signal maintenance	491.00
	Menard Inc.	3/4/25 Training supplies	8.85
	Mercommbe, Inc.	VH Card access cable	1,320.00
	Metro Door and Dock, Inc.	2/25/25 PW East main overhead door repair	1,538.75
		2/26/25 St 13 repair to tower door	1,355.00
		East door springs	3,477.87
	Metro Federal Credit Union	MP Fire Local 4119 Dues 031325	3,073.00
	Metropolitan Alliance - Police	MP Police Association Dues 031325	1,867.50
	Morton Suggestion Co.	Shipping for promotional stickers	14.99
		2/11/25 Public relations supplies	384.99
	Mount Prospect Paint, Inc.	VH paint supplies	32.41
	Multisystem Management Company	Feb 2025 Custodial Services for all Buildings	15,757.76
	Murnane Paper Company	Finance Dept Copy Paper	1,104.60
	Napoleon, John	Reimburse expenses for training class 03/09-14/25	212.00
	Nationwide Mutual Insurance Company	Nationwide 457 031325	23,984.20
	Nedco LLC	2/17-2/28/25 Parkway Tree Trimming	50,520.00
		3/3-3/14/25 Parkway Tree Trimming	31,255.00
	NICOR	1/15-2/17/25 1325 N River Natural gas	56.09
		1/16-2/18/25 1807 N River Rd Natural gas	56.10
	North Central Water Rescue LLC	Swiftwater BoatOps April 7 - 9, 2025	250.00
	Northeastern IL Public Safety Training	Basic Ops Fire Academy 4/7/25 - 6/6/25	3,850.00
	Northwest Community Hospital	New Candidate Physical 2/12/25	996.00
	Novak & Parker Inc.	Under counter fridge kitchen station 14	1,404.00
	Ozinga Materials, Inc.	2/25/25 WMB restoration	1,666.00
		2/27/25 WMB restoration	2,255.88
	P.F. Pettibone & Co.	2025 Minutes Book/Ord and Res Books	450.65
	Paddock Publications, Inc.	Public Hearing Notice PZ 02-25 02/26/25	113.40
	Patrick Engineering Inc.	1/25-2/21/25 Rand-83-Kensington Phase II Eng Services	69,295.36
	Patriot Acres LLC	2/28/25 Log disposal	63.00
	Paylocity Corporation	Recruiting Subscription - March 2025	540.00
	Peerless Network Inc	3/15/24 - 4/14/25 Phone services	1,946.97
	Petty Cash	Petty cash January and February 2025	134.51
	Pitney Bowes	1/2-4/1/25 Folding machine lease	1,035.15
	Police Pension Fund	Police Pension 031325	41,684.46
	Quadient Leasing USA Inc	Ink cartridge for mail machine	248.90
	Ray O'Herron Co Inc	3/11/25 Radio supplies	62.98
	Rentokil North America, Inc.	Pest control for the CCC - December 2024	58.85
		Pest control for the CCC - January 2025	58.85
		Pest control for the CCC - February 2025	58.85
		Pest control for the CCC - March 2025	58.85
	Roe, Alexander	Reimburse expenses for K-9 3/14/25	243.57
	Rusk, Eric	2/26-2/27/25 Conference Lunch Reimbursement	23.75
	SDS Holdings Inc	12/28/24 Safety shoe purchase	139.45
	SE Enterprises Inc	Bag salt for snow and ice control	4,810.00
	SHI International Corp.	Adobe License Co-term 10/31/23-1/26/24	72.75
		Adobe License Co-term 11/07/23-1/26/24	74.11
		Adobe License 1/28/24 - 1/27/25	9,432.29
		Adobe License 1/27/25 - 1/26/26	17,369.88
	Shred First Inc.	3/17/25 Equipment maintenance supplies	364.75
	Skorob, Natalia	Senior Services - Zumba 3/7/25	60.00
	SPF Properties	Refund Permit Fee #RB25-000181 (320 School)	100.00
	Sunrise Solar	Refund Permit Fee #RB25-000187 (1410 Robert)	100.00

VILLAGE OF MOUNT PROSPECT
List of Bills
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Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Symbolarts, LLC.	3/17/25 Uniform supplies	1,327.50
	Tedesco, Joseph	2/26-2/27/25 Conference Lunch Reimbursement	24.00
	Terrace Supply Company	Oxygen	228.43
		O2 regulator, O2 cylinders for Arcair Slicer Torch	396.43
	The Sidwell Company	Cook lease book V2	581.56
	The Stevens Group LLC	Mailing labels for VMO	320.58
		Mar-Apr 2025 Newsletter Printing	8,930.00
	Thompson Elevator Inspections Service Inc	Elevator inspections 2/20/25-2/21/25	222.00
	TKB Associates, Inc.	3 Laserfiche expansions and MNF20 conversion 3/6/25 - 9/21/25	2,359.65
	Tyco Fire & Security US Management Inc	Alarm Monitoring - 4/1-6/30/25 799 Biermann	90.00
		Alarm Monitoring - 4/1-6/30/25 1720 W Central	90.00
		Alarm Monitoring - 4/1-6/30/25 10 S Pine	90.00
		Alarm Monitoring - 4/1-6/30/25 101 S Maple	90.00
		Alarm Monitoring - 4/1-6/30/25 103 S Maple	90.00
		Alarm Monitoring - 4/1-6/30/25 111 E Rand	90.00
		Alarm Monitoring - 4/1-6/30/25 1591 W Algonquin	90.00
	UniFirst Corporation	2/21/25 Uniform Rental Services	274.14
		2/28/25 Uniform Rental Services	272.94
		3/7/25 Uniform Rental Services	276.37
		3/14/25 Uniform Rental Services	272.94
	UniFirst First Aid Corp	3/17/25 AED inspect/First Aid refills	213.95
		3/17/25 Monthly AED inspection	52.92
		3/17/25 111 E Rand AED Inspection	26.46
		3/17/25 911 Kensington AED Inspection	66.15
		3/17/25 2000 E Kensington AED inspection	13.23
		3/17/25 1601 W Golf AED Inspection	13.23
		3/17/25 1711 W Algonquin AED Inspection	13.23
	VCG Uniform	Initial Issued Uniform	356.50
	View Transit LLC	Transit Study Bus Shelter Advertisements 2025	500.00
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent 3/13/25	11,977.11
		Fringe Benefit Auto 031325	410.45
		1/3-2/3/25 101 S Maple Meter 21758	15.11
		1/9-2/10/25 101 S Maple Meter 40928	15.11
		1/6-2/3/25 11 E NWH Meter 40215	33.98
		2/3-3/2/25 11 E NWH Meter 40215	33.98
		2/10-3/9/25 101 S Maple Meter 40928	15.11
		2/3-3/4/25 101 S Maple Meter 21758	33.98
	W. W. Grainger, Inc.	VH clock batteries	91.75
		Tool bag for bucket truck	109.98
	W.S. Darley & Co.	Replacement Intake Valve for Tender 11	1,528.93
	Wagner, Matthew	2/26-2/27/25 Conference Lunch Reimbursement	12.00
	Wal-Mart Community	Office supplies	32.10
	Warehouse Direct	Mailing tape/clasp envelopes/HP toner	214.51
		Keyboard and wireless mouse	92.18
	Wolf, Lisa	On camera announcer for MP Update 01/26/2025	200.00
001 General Fund Total			\$ 1,132,121.57
020 Capital Improvement Fund			
	Axon Enterprise, Inc.	3/11/25 Body cameras, In-car cameras, software	\$ 343,752.56
	BOS of Illinois Inc	3/4/25 Monitor arm and installation	770.34
	Christopher B. Burke Engineering Ltd	1/1-2/22/25 Algonquin Rd Path & Lighting Ph II Eng	17,440.04
	Civiltech Engineering Inc	2/1-2/28/25 Arterial Bike Network Study	7,005.32
	Union Pacific Railroad	6/3-8/31/24 Melas-Meadows Ped Bridge - Eng	313.43
		4/8-7/28/24Melas-Meadows Ped Bridge/Engineering	208.95
	W. W. Grainger, Inc.	Philips HID LED, 54 pedestrian poll light bulb	3,750.00
020 Capital Improvement Fund Total			\$ 373,240.64
024 Flood Control Construction Fund			
	Christopher B. Burke Engineering Ltd	1/26-2/22/25 Stormwater Management Master Plan	\$ 8,267.50

VILLAGE OF MOUNT PROSPECT
List of Bills
March 12, 2025 - March 25, 2025

Fund	Vendor Name	Invoice Description	Amount
024 Flood Control Construction Fund (continued)			
	Manhard Consulting Ltd.	1/31/25 NPDES MS4 Permit Compliance Services	4,680.00
	Menard Inc.	Barrier supplies for creek at Berkshire	85.93
		Barrier supplies for creek at Berkshire	73.16
024 Flood Control Construction Fund Total			\$ 13,106.59
040 Refuse Disposal Fund			
	ICMA Retirement Trust - 457	MissionSquare 457 031325	\$ 131.61
	Illinois Department of Revenue	IL State Withholding 031325	624.60
	Internal Revenue Service	Federal Withholding 031325	4,019.08
	International Union of Operating Engineers	IUOE PW Membership Dues 031325	146.14
	Nationwide Mutual Insurance Company	Nationwide 457 031325	473.10
	Republic Services, Inc.	2/1-2/28/2025 Municipal Refuse Disposal	15,306.27
		2/1/2025-2/28/2025 Refuse disposal	266,480.79
	Solid Waste Agency of Northern Cook County	SWANCC - April 2025	83,332.00
	Third Millennium Associates Inc	Utility Billing 3/15/25	838.87
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent 3/13/25	199.09
040 Refuse Disposal Fund Total			\$ 371,551.55
042 CDBG			
	Children's Advocacy Center of NW Cook County	CDBG PY24 Q1 CAC Child Services 10/01/24-12/31/24	\$ 1,075.00
	Connections to Care	CDBG PY24 Q1 Connections to Care 10/01/24-12/31/24	396.06
	Northwest Center Against Sexual Assault	CDBG PY24 Q1 NW CASA Intervention Services 10/01/24-12/31/24	1,650.00
	Northwest Compass, Inc.	CDBG PY24 Q1 Housing Counseling 10/01/24-12/31/24	1,819.69
	Suburban Primary Health Care Council	CDBG PY24 Q1 Public Services 10/01/24-12/31/24	5,800.00
	Wings Program, Inc.	CDBG PY24 Q1 Program Services 10/01/24-12/31/24	4,300.00
042 CDBG Total			\$ 15,040.75
045 DUI Fine Fund			
	Collision Forensic Solutions LLC	3/13/25 Equipment and training on equipment	\$ 10,840.00
045 DUI Fine Fund Total			\$ 10,840.00
046 Foreign Fire Tax Board Fund			
	Comcast	3/3/25 - 4/2/25 Cable 111 E Rand Rd	\$ 312.21
		3/15/25 - 4/14/25 Cable 1601 W Golf Rd	116.47
046 Foreign Fire Tax Board Fund Total			\$ 428.68
050 Water and Sewer Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit 031325	\$ 11.54
	Airy's Inc	11/29-1/18/25 NW Water interconnect Project	25,000.00
	Amazon Capital Services	Dewatering pump	549.84
	Badger Meter Inc	Endpoints	6,315.96
		2/2025 Endpoint/Service Agreement thru 2/2026	2,791.51
	Baxter & Woodman, Inc.	1/13-2/7/25 Water Main condition assessment	5,079.00
		2/10-3/18/25 Water Main condition assessment	1,948.75
		2/17-2/26/25 Design/Inspection of Deep Well 16 rehab project	755.50
	Core & Main LP	Fire Hydrants and Accessories	2,747.00
	Elliott Auto Supply Co, Inc.	Gloves for water dept	154.00
	Fehr-Graham & Associates LLC	2/19/25 Bloodborne Pathogen Training	1,101.50
	HBK Water Meter Service	1/15-1/29/25 Meter exchange program	3,488.07
		3/3-3/10/25 Meter exchange program	967.00
	HD Supply Facilities Maintenance LTD	Copper cutters	278.72
	ICMA Retirement Trust - 457	MissionSquare 457 031325	2,000.36
	Illinois Department of Revenue	IL State Withholding 031325	5,210.00
	Internal Revenue Service	Federal Withholding 031325	32,736.56
	International Union of Operating Engineers	IUOE PW Membership Dues 031325	1,646.62
	Maxx Contractors Corp	2/27/25 Debris Hauling and Aggregate Material Delivery	431.97

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List of Bills
March 12, 2025 - March 25, 2025

Fund	Vendor Name	Invoice Description	Amount
050 Water and Sewer Fund (continued)			
	Maxx Contractors Corp (continued)	3/11/25 Debris Hauling and Aggregate Material Delivery	273.35
	Menard Inc.	Material for BPS5 bathroom	327.83
		Refund for Hooks for BPS 5 improvements	(42.95)
		Drill bits	19.12
	Merchants Credit Guide Co	Utility Collection Services 2/25	3.77
	Mid American Water of Wauconda, Inc.	Hymax couplings	1,125.00
	Minuteman Press of Barrington	2/28/25 Printing of PW envelopes	3,204.00
	Nationwide Mutual Insurance Company	Nationwide 457 031325	1,761.51
	NW Suburban Municipal Joint Action Water Agency	JAWA - February 2025	626,879.00
	Paddock Publications, Inc.	3/7-5/2/25 Newsprint surcharge	193.80
	Palczewski, Adam	Safety Shoe Reimbursement	225.00
	PreCise MRM LLC	Jan 2025 AVL Monthly Data charges	520.00
	Purple Rose Florist Inc.	1/10-2/27/25 Sympathy/Congrats arrangements	325.00
	Rick's Sewer and Drainage	2/25/25 215 N Stratton Fairview Gardens Project	21,500.00
	SDS Holdings Inc	10/29/24 Safety shoe purchase	170.95
	State Industrial Products Corporation	3/1/25 Wastewater FOG treatment program	895.55
	Suburban Laboratories, Inc.	2/28/25 Water Sample Testing	2,634.50
	Third Millennium Associates Inc	Utility Billing 3/15/25	2,461.29
	UniFirst Corporation	2/21/25 Uniform Rental Services	95.97
		2/28/25 Uniform Rental Services	95.55
		3/7/25 Uniform Rental Services	96.75
		3/14/25 Uniform Rental Services	95.55
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent 3/13/25	573.44
	W. W. Grainger, Inc.	End point wire connectors	58.11
		Motor recirculating pump Well 4	551.63
	Warehouse Direct	Avery labels	173.20
	Water Environment Federation	5/1/25-4/30/26 Water Environment Fed renewal	229.00
	Ziebell Water Service Products	Repair clamps	279.00
		3 inch tap	146.50
050 Water and Sewer Fund Total			\$ 758,085.32
051 Village Parking System Fund			
	AT & T Corp.	1/20-2/19/25 Phone Maple Deck	\$ 702.25
	Comcast	3/4-4/3/25 301 S Maple Internet	240.88
	Constellation NewEnergy, Inc.	1/9-2/10/25 301 S Maple Electricity	1,551.45
	Multisystem Management Company	Feb 2025 Custodial Services for all Buildings	1,027.68
051 Village Parking System Fund Total			\$ 3,522.26
052 Parking System Revenue Fund			
	Multisystem Management Company	Feb 2025 Custodial Services for all Buildings	\$ 342.56
	NICOR	1/21-2/20/25 11 E NWH natural gas	306.43
052 Parking System Revenue Fund Total			\$ 648.99
060 Vehicle Maintenance Fund			
	Advance Stores Company, Inc.	621 Drain Plug	\$ 5.08
		Stock oil filters	20.19
	Al Warren Oil Co Inc	2/2025 Unleaded fuel	21,673.89
	Arlington Heights Ford	Floor mats for 2737	101.25
		2/3/25 621 Transmission rebuild	4,793.85
		649 Fuel tank straps	81.39
		621 Water pump	288.94
		621 Timing tensioner	53.00
		Valve body 615	472.87
		639 Seat recline handle	26.15
		4540 Valve spring	108.54
	Atlas Bobcat Inc.	4549 Quick connect hydraulic couplers	398.58
	Bristol Hose & Fitting Inc	Hydraulic fittings for stock	602.96
		Hydraulic couplers for stock	625.47
	Chicago Parts & Sound LLC	Battery cores and warranty new defect credit	(210.00)

VILLAGE OF MOUNT PROSPECT
List of Bills
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Fund	Vendor Name	Invoice Description	Amount
060	Vehicle Maintenance Fund Continued)		
	Chicago Parts & Sound LLC (continued)	Battery core credits and warranty return	(266.62)
		606 Auxiliary Battery	106.43
		613 Battery	193.87
		609 O2 Sensor pigtail	93.01
		613 Rear brakes	185.37
		618 Purge valve	32.96
		Trans fluid for stock	220.68
		Antifreeze for stock	312.84
		Batteries for stock	376.00
	Elliott Auto Supply Co, Inc.	Shop gloves	154.00
		Shop gloves	231.00
		Gloves for shop	147.30
	Enginemasters, Inc.	Coolant cap for compressor 2720	30.05
	Everclean Group LLC	Car washes - December 2024	273.00
		Car washes - February 2025	546.00
	Foster Coach Sales Inc.	526 Cab accordion seal/hub cap	101.00
		Liquid spring fluid for 526	89.05
		Latches for 525 Ambulance rear doors	170.78
		Liquid spring fluid	89.05
		525 Rear door latches	757.59
	ICMA Retirement Trust - 457	MissionSquare 457 031325	2,418.08
	Illinois Department of Revenue	IL State Withholding 031325	1,679.95
	Internal Revenue Service	Federal Withholding 031325	10,225.13
	International Union of Operating Engineers	IUOE PW Membership Dues 031325	714.93
	Interstate Power Systems, Inc.	Filters for stock	250.28
	Kelley Williamson Co.	Def fluid for stock	393.80
	K-Plus Engineering Services LLC	6/13/24 Underground Storage Tank Removal	8,006.35
	MacQueen Equipment LLC	530 Lower steering shaft	814.24
	McMaster-Carr Supply Co	Shop Stock	301.69
		Toggle switch for 2735	57.38
	Mid-Town Petroleum Acquisition LLC	Pyroplex Protection ES #2 Synthetic grease	2,126.71
	Morton Grove Automotive Inc	2720 Starter	285.00
	NAPA Auto Parts	Clamps for stock	158.69
		Shop supplies	58.57
		Wiper motor	135.22
		4526 Bulb for stock	14.50
		Shop tool spring compressor	52.67
		Return and core credit	(34.84)
		635 Steering shaft	326.40
		Fuel filler neck for 649	102.01
		2716 PTO Light	27.72
		354 Rear wheel bearings	218.24
	Nationwide Mutual Insurance Company	Nationwide 457 031325	22.50
	Newark Corporation	2721 Electrical connector wireless battery charger	52.03
	Northwest Trucks, Inc.	Sway bar bushings	102.27
		Sway bar bushings	92.53
		Sway bar bushings	42.48
		Seat covers and cushions	279.14
	Pomp's Tire Service, Inc.	Front tires	804.23
	Ronco Industrial Supply	Drill bit set	183.26
	Rush Truck Centers of Illinois, Inc.	4550 HVAC actuator	41.65
		4517 Rear chambers	274.58
		2728 Turbo boost harness	73.66
		2728 Boost solenoid	229.08
		2728 Boost solenoid insulators	36.76
	Sid Tool Co., Inc.	Hardware for stock shop	302.87
	Terminal Supply Company	Shop supplies/backup alarms	374.76
	Terrace Supply Company	2/2025 Gas tank rentals	21.00
	Village of Mount Prospect	Flex - Mass Transit, Medical, and Dependent 3/13/25	208.14
	Wickstrom Ford Lincoln Mercury	642 Connector 612 seat shield	173.95
060	Vehicle Maintenance Fund Total		\$ 64,533.13

VILLAGE OF MOUNT PROSPECT
List of Bills
March 12, 2025 - March 25, 2025

Fund	Vendor Name	Invoice Description	Amount
061 Vehicle Replacement Fund			
	Lindco Equipment Sales, Inc.	Hydraulic cable for new 2716	\$ 80.64
061 Vehicle Replacement Fund Total			\$ 80.64
063 Risk Management Fund			
	Graybar Electric Co.	Lighting VH Work Out Room Bathroom/Lobby Area	\$ 1,265.12
		Lighting VH Work Out Room Bathroom/Lobby Area	287.82
		Lighting VH Work Out Room Bathroom/Lobby Area	1,599.98
		Lighting VH Work Out Room Bathroom/Lobby Area	551.16
	National Decorating Service Inc	2/28/25 Patch/mud/tape/prime walls of work out area VH	4,980.00
063 Risk Management Fund Total			\$ 8,684.08
073 Escrow Deposit Fund			
	ABC Plumbing Heating Cooling	Refund Escrow Permit #RB250049 (1115 Juniper)	\$ 100.00
	ABT Home Services	Refund Escrow Permit #RB241347 (801 Kennicott)	100.00
	Alternating Currents	Refund Escrow Permit #RB250070 (7 S Owen)	100.00
	ARS of Illinois	Refund Escrow Permit #RB250123 (1915 Burr Oak)	100.00
	Black Diamond Plumbing	Refund Escrow Permit #RB250069 (702 Golf)	100.00
	Capps Plumbing	Refund Escrow Permit #RB242031 (5 W Central)	100.00
	Deluso, Abigail	Refund Escrow Permit #RB241518 (217 Owen)	100.00
	F3 Plumbing & Maintenance	Refund Escrow Permit #RB250223 (420 Prospect Manor)	100.00
	Four Seasons Heating and Air	Refund Escrow Permit #RB250137 (602 Wille)	100.00
	Grzybowski, Agatha	Refund Escrow Permit #RB240077 (305 Main)	150.00
	Hamburg, Jason	Refund Escrow Permit #RB250247 (312 Marcella)	100.00
	ILVGD LLV	Refund Escrow Permit #CB240232 (1212 Central)	200.00
	IManagement Svc Inc	Refund Escrow Permit #RB250116 (250 Parliament)	100.00
	JRC Contracting LLC	Refund Escrow Permit #RB241635 (202 William)	100.00
		Refund Escrow Permit #RB241879 (1404 Hickory)	100.00
	JRC Design Build	Refund Escrow Permit #RB240451 (105 Kenilworth)	100.00
	Kerr Mechanical	Refund Escrow Permit #RB250144 (108 Stevenson)	100.00
	Knipple, Brian	Refund Escrow Permit #RB241254 (121 Elmhurst)	150.00
	Legendary Service Inc	Refund Escrow Permit #RB250174 (505 Hatlen)	100.00
	LMV Electric Corp	Refund Escrow Permit #RB250153 (221 Leonard)	100.00
	Lubelski, Melvin	Refund Escrow Permit #RB240974 (901 See Gwun)	100.00
	Mach 1 Inc	Refund Escrow Permit #RB240908 (20 Hatlen)	250.00
	MacKenzie, Daniel	Refund Escrow Permit #RB240289 (214 I Oka)	350.00
	Penco Electric	Refund Escrow Permit #RB250092 (902 Westgate)	100.00
	Perma-Seal Basement Systems	Refund Escrow Permit #RB240204 (1702 Martha)	100.00
	Ricks Sewer and Drainage	Refund Escrow Permit #RB250226 (800 Ironwood)	100.00
	Rock Partners LLC	Refund Escrow Permit #RB240127 (912 Edward)	100.00
	SFP Properties	Refund Escrow Permit #RB250181 (320 School)	100.00
	Sunrise Solar	Refund Escrow Permit #RB250187 (1410 Robert)	100.00
	Sunrun Installation Services	Refund Escrow Permit #RB242033 (1808 Thornwood)	100.00
		Refund Escrow Permit #RB250066 (1715 Burning Bush)	100.00
	Tasty Tales LLC	Refund Escrow Permit #CB231335 (2340 Elmhurst)	200.00
	US Waterproofing Inc	Refund Escrow Permit #RB241457 (2111 Haven)	100.00
		Refund Escrow Permit #RB241775 (2111 Haven)	100.00
	VT-Tech Service Inc	Refund Escrow Permit #RB250122 (522 Emerson)	100.00
	Wojewnik, Andrew	Refund Escrow Permit #RB240744 (206 William)	500.00
	Wooten Electric	Refund Escrow Permit #RB250099 (404 Elmhurst)	100.00
		Refund Escrow Permit #RB250100 (202 Orchard)	100.00
073 Escrow Deposit Fund Total			\$ 4,900.00
Grand Total			\$ 2,756,784.20



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt AN ORDINANCE AMENDING CHAPTER 13 (ALCOHOLIC LIQUORS) OF THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance decreases the number of Class "F-1" Liquor Licenses by one (1) TFK INC. d/b/a IZAKAYA SANKYU located at 1176 Elmhurst Road, Mount Prospect, IL.
Meeting	April 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	
Dollar Amount	
Budget Source	
Category	CONSENT AGENDA
Type	Action Item

Information

Izakaya Sankyu restaurant has served the Mount Prospect community with authentic Japanese cuisine for the past 28 years. As Fumiyasu Yoshida enters retirement, the Village of Mount Prospect extends their heartfelt thanks and best wishes.

Discussion

Alternatives

1. Approve an ordinance decreasing the number of Class "F-1" liquor licenses.
2. Action at the discretion of Village Board.

Staff Recommendation

Staff recommends approval in order to maintain an accurate number of liquor licenses.

Attachments

1. Izakaya Sankyu delete

ORDINANCE NO. _____

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

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

SECTION ONE: That in accordance with Subsection A of Section 13.108 of Chapter 13 of the Village Code of Mount Prospect, as amended, the Corporate Authorities shall determine the number of Liquor Licenses available in each Classification and shall establish a list specifying the number of Liquor Licenses authorized. Said list is hereby amended. This Ordinance will decrease the number of Class "F-1" licenses by (1) TFK INC. d/b/a IZAKAYA SANKYU located at 1176 S. Elmhurst, Mount Prospect, IL. Said list is as follows:

Five (5)	Class P-1 License
Nine (9)	Class P-2 License
One (1)	Class P-3 License
Zero (0)	Class P-4 License
Zero (0)	Class P-5 License
Eight (8)	Class F-1 License
One (1)	Class F-1-V License
Six (6)	Class F-2 License
Six (6)	Class F-2-V License
Seventeen (17)	Class F-3 License
Twelve (12)	Class F-3-V License
One (1)	Class F-4-V License
Three (3)	Class F-5 License
Two (2)	Class F-6 License
Zero (0)	Class F-7 License
One (1)	Class F-8 License
Two (2)	Class S-1 License
Three (3)	Class S-2 License
Zero (0)	Class S-3License
Zero (0)	Class S-4License
One (1)	Class S-5 License
Two (2)	Class S-6 License
Two (2)	Class S-7 License
One(1)	Class S-8 License
Zero (0)	Class S-9(with conditions as Attached to License)

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

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this _____ day of _____, 2025.

Mayor

ATTEST:

Village Clerk

<u>Class</u>	<u>Establishment</u>	<u>Number</u>
P-1	Cardinal Wine & Spirits; D&H Liquors; Jay Liquors; Jenny's Liquors; Mount Prospect Liquors & Tobacco;	5
P-2	Caputo's Fresh Market; Costco; Fiesta Market; KD Market; Osco Drug Store #3476; CVS Pharmacy; Walgreens #00209 (Kensington); Walgreens #05107(Elmhurst); Wal-Mart #1681	9
P-3	Aldi;	1
P-4		0
F-1	Chung Wa 827; Honey Biscuit; LePeep Café; Los Arcos; MI Restaurant; Mr. Kimchi Korean BBQ; New Pusan Restaurant; Pueblo Viejo;	8
F-1-V	La Presa;	1
F-2	Buona; E-Sushi; Misoya Chicago; MOD Pizza; Sakae Restaurant; Trilokah	6
F-2-V	Avanti Café and Sandwich Bar; Jelly Café; Mr. Beef & Pizza; Rosati's Pizza; Tortas Locas; Wingsnob	6
F-3	Balkan Taste; BlackFinn –Randhurst Grille; Buffalo Wild Wings Grill and Bar; Fellini Restaurant & Pizzeria; Hacienda El Sombrero; Hong Dae; Khepri Kitchen +Coffee; Lady Dahlia Tequila Bar; Mia's Cantina;Mr.Kimchi Korean BBQ; Patina Wine Bar; Summertime; Sankyu Sushi; Tavern on Elmhurst; Texas Road House; The Prospect; Trezero's;	17
F-3-V	Big Fish's Icehouse; Canta Napoli; Draft Picks; Emerson's; Jameson's Charhouse; Langostino's Nayarit; Moretti's; Mount Prospect Public House; Mrs. P & Me; Sports Shack; Station 34; The Red Barn;	12
F-4-V	Prospect Moose Lodge	1
F-5	Emerald Banquets; Olive Palace; Victoria in the Park	3
F-6	Mt. Prospect Park District-Golf Course; Prospect Heights Park District	2
F-7		0
F-8	Salerno's Pizzeria & Eatery & Whiskey Hill Brewing & Kitchen	1
S-1	Four Points by Sheraton Mount Prospect; Hampton Inn & Suites	2
S-2	Bowlero; Golf Factory; The Picklr	3
S-3		0
S-4		0
S-5	AMC Randhurst 12	1
S-6	Amethyst Skye; Lumi Studio & Shoppe	2
S-7	Northern Fork; Victoria Venue	2
S-8	Two Eagles Distillery	<u>1</u>
		83



Item Cover Page

Subject	A resolution authorizing the mayor to sign Amendment #4 to the Agreement between the Illinois Department of Natural Resources, the Illinois Department of Transportation, the City of Prospect Heights, and the Village of Mount Prospect for the Upper Des Plaines River Flood Damage Reduction Project Element, Levee 37.
Meeting	April 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	Not applicable.
Budget Source	Not applicable.
Category	CONSENT AGENDA
Type	Action Item

Information

Levee 37 was designed to protect homes from inundation by the Des Plaines River. The levee wall serves as a physical barrier between record river crests and the adjacent residential neighborhoods. It was designed and constructed by the United States Army Corps of Engineers (USACE). Local partners included the Illinois Department of Natural Resources (IDNR), the Illinois Department of Transportation (IDOT), the City of Prospect Heights, and the Village of Mount Prospect. The original Intergovernmental Agreement (IGA) to facilitate this work was executed in 2008. Construction was substantially completed in 2011.

Amendment #1 of the IGA was executed in 2014. It granted additional permanent easements for access to the levee wall for purposes of maintenance, repair and rehabilitation.

Amendment #2 of the IGA was executed in 2020. It authorized the construction of a supplemental pump station at Pump Station 2. Work is ongoing and expected to be completed later this fall.

Amendment #3 was executed in 2022. It authorized construction of a closure structure on an existing 54" diameter storm sewer pipe in the City of Prospect Heights. The pipe outlet is located adjacent to the river near Palatine Road east of Milwaukee Avenue. Should river levels rise above the pipe outlet, the flap gate will close preventing water from backing up in the pipe. Water entering the pipe system upstream will be pumped over the levee wall by City of Prospect Heights staff.

Amendment #3 also identified the estimated cost of the closure structure project at \$500,000 and recognized a like amount of funding from the IDNR.

Amendment #4 (the current amendment) revises the cost estimate for the closure structure to \$1 million and recognizes \$500,000 in funding from IDNR and an additional \$500,000 in funding from the City of Prospect Heights. There is no cost to the Village of Mount Prospect.

Amendment #4 also extends the term of the original agreement from June 30, 2025 until December 31, 2028.

IDNR and the City of Prospect Heights are currently accepting bids for the construction of the closure structure. Construction is expected to take place this year.

Completion of this closure structure is a vital element necessary to certify the levee and remove adjacent homes from the federally regulated Des Plaines River floodplain.

The City of Prospect Heights executed this amendment at their regularly scheduled city council meeting on March 24, 2025.

Attached for the Village Board's consideration is a resolution authorizing the mayor to sign Amendment #4.

Discussion

Alternatives

1. Approve a resolution authorizing the mayor to sign Amendment #4.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends that the Village Board approve a resolution authorizing the mayor to sign Amendment #4 to the Agreement between the Illinois Department of Natural Resources, the Illinois Department of Transportation, the City of Prospect Heights, and the Village of Mount Prospect for the Upper Des Plaines River Flood Damage Reduction Project Element, Levee 37.

Attachments

1. Levee 37 Amendment 4 et al
2. Resolution Levee 37 Amendment four

AMENDMENT NUMBER FOUR
to an
AGREEMENT
between the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
and the
STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION
and the
CITY OF PROSPECT HEIGHTS
and the
VILLAGE OF MOUNT PROSPECT
for the
UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT
ELEMENT, LEVEE 37

Contract Number OWR-243

THIS AMENDMENT NUMBER Four is made among the City of Prospect Heights, hereinafter referred to as the "**CITY**"; the Village of Mount Prospect, hereinafter referred to as the "**VILLAGE**"; the State of Illinois/Department of Natural Resources, hereinafter referred to as "**NATURAL RESOURCES**" and the State of Illinois/Department of Transportation, hereinafter referred to as "**TRANSPORTATION**"; and

WHEREAS, the CITY, the VILLAGE, NATURAL RESOURCES and TRANSPORTATION entered into an agreement and subsequent amendment numbers one, two, and three effective September 16, 2008, January, 31 2014, September 4, 2020, and November 12, 2024, respectively, hereinafter collectively referred to as the "**AGREEMENT**," copies of which are attached hereto as **EXHIBIT A, EXHIBIT B, EXHIBIT C and EXHIBIT D** and incorporated herein by reference, covering the construction of the Levee 37 Project Element, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, the Army Corps of Engineers "CORPS" has estimated the total cost of construction of the PALATINE ROAD CLOSURE STRUCTURE to be approximately \$1,000,000; and,

WHEREAS, the CORPS has informed NATURAL RESOURCES, the CITY and the VILLAGE, that the CORPS does not have access to Federal Funds for the design and construction of the PALATINE ROAD CLOSURE STRUCTURE ELEMENT; and,

WHEREAS, the Illinois General Assembly appropriated the funds needed to complete the installation of the PALATINE ROAD CLOSURE STRUCTURE ELEMENT to NATURAL RESOURCES under Public Act. 103-0589 Article 143, Section 60 in FY25 for expenditure by the Office of Water Resources for Flood Control and Water Development Projects; and,

WHEREAS, the CORPS requested and NATURAL RESOURCES agreed to develop engineering plans and special provisions, advertise and award, provide resident engineering services during construction, and provide construction funding estimated at \$500,000, for the PALATINE ROAD CLOSURE ELEMENT; and,

WHEREAS, the CORPS requested and CITY agreed to provide construction funding estimated at \$500,000, for the PALATINE ROAD CLOSURE ELEMENT; and,

WHEREAS, NATURAL RESOURCES has determined that the execution of this

AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02; and

WHEREAS, NATURAL RESOURCES has determined that 1) the circumstances necessitating this AMENDMENT NUMBER FOUR were not reasonably foreseeable at the time the AGREEMENT was executed and amended, 2) this AMENDMENT NUMBER FOUR is germane to the AGREEMENT, and 3) this AMENDMENT NUMBER FOUR is in the best interest of NATURAL RESOURCES and the State of Illinois.

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. The existing second sentence of paragraph A.2 of the AGREEMENT shall be changed to the following: "NATURAL RESOURCES' funding obligation under this AGREEMENT will terminate upon the completion of the LEVEE 37 PROJECT ELEMENT, when the NATURAL RESOURCES' and the CITY cost share is expended, or December 31, 2028, whichever comes first."
2. All other covenants under terms of the AGREEMENT remain unchanged and in full force and effect except and to the extent otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AMENDMENT NUMBER FOUR on behalf of their respective bodies, and that the effective date of this amendment is the date approved and executed by the Director of NATURAL RESOURCES.

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED:

Rick Pohlman, Acting Director
Office of Water Resources
Date: _____

APPROVED:

Natalie Phelps Finnie, Director
Department of Natural Resources
Date: _____

APPROVED:

Renee Snow
General Counsel
Date: _____

APPROVED:

Ellen King
Chief Fiscal Officer
Date: _____

VILLAGE OF MOUNT PROSPECT

ATTEST:

APPROVED:

Karen Agoranos, Clerk

Date: _____

Paul Wm. Hoefert, Mayor
Village of Mount Prospect

Date: _____

CITY OF PROSPECT HEIGHTS

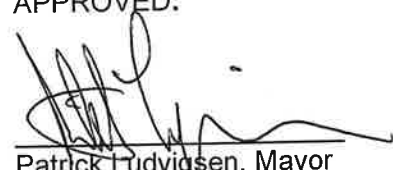
ATTEST:

APPROVED:


Joanna Prisiajoniuk, Clerk

Date: 3-24-2025




Patrick Ludvigsen, Mayor
City of Prospect Heights

Date: 3-24-2025

STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

APPROVED:

Lora Rensing
Director-Division of Highways
Chief Engineer
Date: _____

Gia Biagi, Acting Secretary

Date: _____

APPROVED AS TO FORM:

Michael Prater, Chief Counsel

Date: _____

AMENDMENT NUMBER THREE
to an
AGREEMENT
between the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
and the
STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION
and the
CITY OF PROSPECT HEIGHTS
and the
VILLAGE OF MOUNT PROSPECT
for the
UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT
ELEMENT, LEVEE 37

Contract Number OWR-243

THIS AMENDMENT NUMBER THREE is made among the City of Prospect Heights, hereinafter referred to as the "**CITY**", the Village of Mount Prospect, hereinafter referred to as the "**VILLAGE**", the State of Illinois/Department of Natural Resources, hereinafter referred to as "**NATURAL RESOURCES**" and the State of Illinois/Department of Transportation, hereinafter referred to as "**TRANSPORTATION**"; and

WHEREAS, the **CITY**, the **VILLAGE**, **NATURAL RESOURCES** and **TRANSPORTATION** entered into an agreement and subsequent amendment numbers one and two, effective September 16, 2008, January 31 2014 and September 4, 2020, respectively, hereinafter collectively referred to as the "**AGREEMENT**," copies of which are attached hereto as **EXHIBIT A**, **EXHIBIT B** and **EXHIBIT C** and incorporated herein by reference, covering the construction of the Levee 37 Project Element, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, a closure structure near Palatine Road, herein referred to as the "**PALATINE ROAD CLOSURE STRUCTURE ELEMENT**", is required to adequately provide flood protection in association with the previously constructed aspects of the **PROJECT** and the parties wish to amend the **PROJECT** to include said **PALATINE ROAD CLOSURE STRUCTURE ELEMENT**; and,

WHEREAS, additional rights-of-way belonging to **TRANSPORTATION** are required for completion of the **PALATINE ROAD CLOSURE STRUCTURE ELEMENT** and are identified on **EXHIBIT D**; project site access is identified on **EXHIBIT E**, attached hereto; and,

WHEREAS, the **CITY** has acquired, in the name of the **CITY** and without cost to **NATURAL RESOURCES**, **TRANSPORTATION** or **VILLAGE**, a permanent easement to facilitate the construction, operation and maintenance of the **PROJECT** from **TRANSPORTATION**; and,

WHEREAS, the **CORPS** has estimated the total cost of construction of the **PALATINE ROAD CLOSURE STRUCTURE** to be approximately \$500,000; and,

WHEREAS, the Illinois General Assembly appropriated the funds needed to complete the installation of the **PALATINE ROAD CLOSURE STRUCTURE ELEMENT**

to NATURAL RESOURCES under Public Act. 102-0017 Article 141, Section 70 in FY22 for expenditure by the Office of Water Resources for Flood Control and Water Development Projects; and,

WHEREAS, the CORPS requested and NATURAL RESOURCES agreed to develop engineering plans and special provisions, advertise and award, provide resident engineering services during construction, and provide construction funding estimated at \$500,000, for the PALATINE ROAD CLOSURE ELEMENT; and,

WHEREAS, NATURAL RESOURCES has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02; and

WHEREAS, NATURAL RESOURCES has determined that 1) the circumstances necessitating this AMENDMENT NUMBER THREE were not reasonably foreseeable at the time the AGREEMENT was executed and amended, 2) this AMENDMENT NUMBER THREE is germane to the AGREEMENT, and 3) this AMENDMENT NUMBER THREE is in the best interest of NATURAL RESOURCES and the State of Illinois.

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. The description of the LEVEE 37 PROJECT ELEMENT set forth in the 6th WHEREAS paragraph of the AGREEMENT shall be amended to include the PALATINE ROAD CLOSURE STRUCTURE ELEMENT added to the Project pursuant to this Amendment Number 3. All duties and responsibilities of the parties regarding the LEVEE 37 PROJECT ELEMENT set forth in the AGREEMENT shall specifically include and also apply to the PALATINE ROAD CLOSURE STRUCTURE ELEMENT added to the project pursuant to this Amendment Number 3.
2. At the end of paragraph D.6 of the AGREEMENT, the following language shall be added: "TRANSPORTATION will grant access to its property as shown on EXHIBIT D attached hereto and incorporated herein by reference, which amends amended ATTACHMENT 4 to the AGREEMENT, the intent herein being to grant such additional access over and upon the additional access areas shown on EXHIBIT D to the VILLAGE, CITY, CORPS and NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT for so long as LEVEE

to NATURAL RESOURCES under Public Act. 102-0017 Article 141, Section 70 in FY22 for expenditure by the Office of Water Resources for Flood Control and Water Development Projects; and,

WHEREAS, the CORPS requested and NATURAL RESOURCES agreed to develop engineering plans and special provisions, advertise and award, provide resident engineering services during construction, and provide construction funding estimated at \$500,000, for the PALATINE ROAD CLOSURE ELEMENT; and,

WHEREAS, NATURAL RESOURCES has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02; and

WHEREAS, NATURAL RESOURCES has determined that 1) the circumstances necessitating this AMENDMENT NUMBER THREE were not reasonably foreseeable at the time the AGREEMENT was executed and amended, 2) this AMENDMENT NUMBER THREE is germane to the AGREEMENT, and 3) this AMENDMENT NUMBER THREE is in the best interest of NATURAL RESOURCES and the State of Illinois.

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. The description of the LEVEE 37 PROJECT ELEMENT set forth in the 6th WHEREAS paragraph of the AGREEMENT shall be amended to include the PALATINE ROAD CLOSURE STRUCTURE ELEMENT added to the Project pursuant to this Amendment Number 3. All duties and responsibilities of the parties regarding the LEVEE 37 PROJECT ELEMENT set forth in the AGREEMENT shall specifically include and also apply to the PALATINE ROAD CLOSURE STRUCTURE ELEMENT added to the project pursuant to this Amendment Number 3.
2. At the end of paragraph D.6 of the AGREEMENT, the following language shall be added: "TRANSPORTATION will grant access to its property as shown on EXHIBIT D attached hereto and incorporated herein by reference, which amends amended ATTACHMENT 4 to the AGREEMENT, the intent herein being to grant such additional access over and upon the additional access areas shown on EXHIBIT D to the VILLAGE, CITY, CORPS and NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT for so long as LEVEE

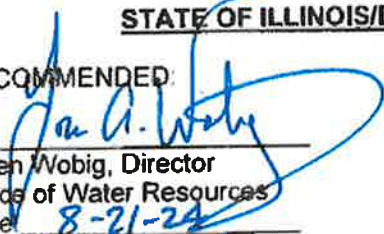
37 PROJECT ELEMENT remains authorized by the CORPS. Any actions of the VILLAGE, CITY and/or NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT that will impact normal traffic flows will require an IDOT traffic access permit "

- 3 The parties to this AMENDMENT NUMBER THREE and the CORPS have determined that the Levee 37 project limits need to be expanded as shown on EXHIBIT D. TRANSPORTATION has agreed to expand the access area as shown on such EXHIBIT.
- 4 The existing second sentence of paragraph A.2 of the AGREEMENT shall be changed to the following: "NATURAL RESOURCES' funding obligation under this AGREEMENT will terminate upon the completion of the PUMP STATION ELEMENT and the PALATINE ROAD CLOSURE STRUCTURE ELEMENT, when the NATURAL RESOURCES' cost share is expended, or June 30, 2025, whichever comes first "
5. After the first sentence of paragraph A.2 of the AGREEMENT, the following sentence shall be added: "Additionally, Natural Resources' funding obligation shall include the non-federal cash amount for the PALATINE ROAD CLOSURE STRUCTURE ELEMENT added to the LEVEE 37 PROJECT ELEMENT, estimated to be \$500,000 "
- 6 All other covenants under terms of the AGREEMENT remain unchanged and in full force and effect except and to the extent otherwise provided herein.

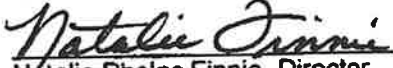
IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AMENDMENT NUMBER THREE on behalf of their respective bodies, and that the effective date of this amendment is the date approved and executed by the Director of NATURAL RESOURCES.

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES

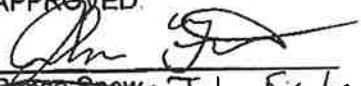
RECOMMENDED:


Loren Wobig, Director
Office of Water Resources
Date: 8-21-24

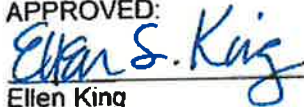
APPROVED:


Natalie Phelps Finnie, Director
Department of Natural Resources
Date: 11/12/2024

APPROVED:

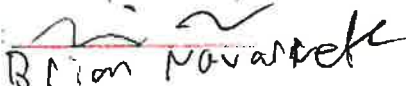

Renee Snow John Fischer
General Counsel
Date: 8/26/24

APPROVED:


Ellen King
Chief Fiscal Officer
Date: 11/16/24

APPROVED FOR LEGAL SUFFICIENCY

Date: 8/26/2024

Legal Counsel: 
Brian Navarrete

VILLAGE OF MOUNT PROSPECT

ATTEST:

Karen M. Agoranos
Karen Agoranos, Clerk
Date: 9/22/2022

APPROVED:

Paul Wm. Hoefert
Paul Wm. Hoefert, Mayor
Village of Mount Prospect
Date: 9/22/2022

CITY OF PROSPECT HEIGHTS

ATTEST:

Karen Schultheis
Karen Schultheis,
Deputy Clerk
Date: JULY 25, 2022



APPROVED:

Matthew Dolick
Matthew Dolick, Acting
Mayor
City of Prospect Heights
Date: JULY 25, 2022

STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

Director-Division of Highways
Chief Engineer
Date: _____

APPROVED:

Omer Osman, Secretary
Date: _____

APPROVED AS TO FORM:

Chief Counsel
Date: _____

VILLAGE OF MOUNT PROSPECT

ATTEST:

APPROVED:

Karen Agoranos
Karen Agoranos, Clerk
Date: 9/22/2022

Paul Wm. Hoefert
Paul Wm. Hoefert, Mayor
Village of Mount Prospect
Date: 9/22/2022

CITY OF PROSPECT HEIGHTS

ATTEST:

APPROVED:

Karen Schultheis
Karen Schultheis,
Deputy Clerk
Date: JULY 25, 2022



Matthew Dolick
Matthew Dolick, Acting
Mayor
City of Prospect Heights
Date: JULY 25, 2022

STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

APPROVED:

Steph McLean
Director-Division of Highways
Chief Engineer
Date: 6/12/2024

Omer Osman
Omer Osman, Secretary
Date: 5/28/2024

APPROVED AS TO FORM:

Michael J. Rober
Chief Counsel
Date: 6/26/24

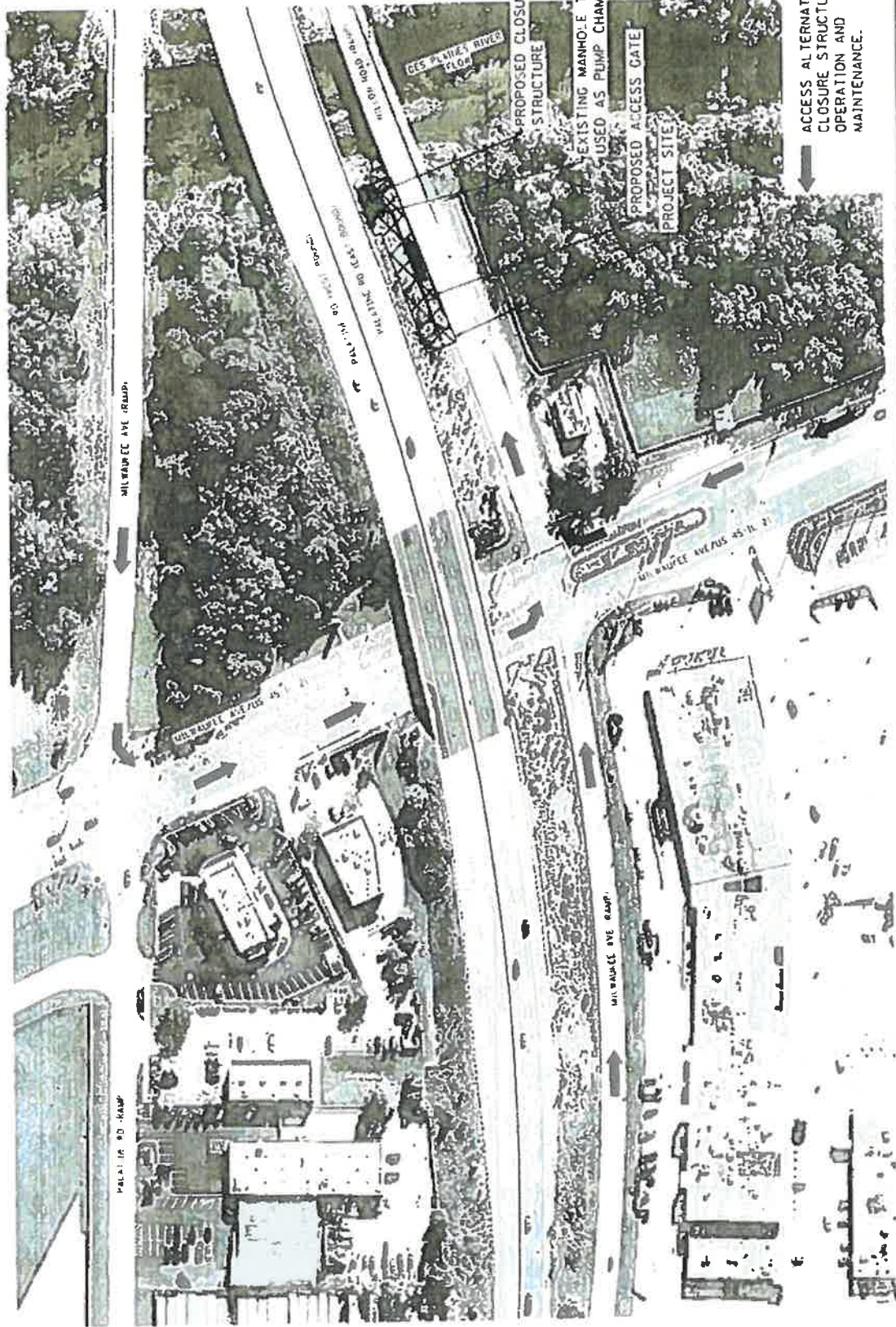


EXHIBIT E

STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES OFFICE OF WATER RESOURCES		LEVY 31 CLOSURE STRUCTURES AT PALMYRE ROAD IN PROSPECT HEIGHTS, ILLINOIS		COUNTY	COD		
EXHIBIT - PROJECT SITE ACCESS				PROJECT	7/1/00		
DATE	REVISED	DATE	REVISED				
10/1/00	10/1/00	10/1/00	10/1/00				
By: [Signature] For: [Signature]							
DATE: 10/1/00							

INTERGOVERNMENTAL AGREEMENT
between the
STATE OF ILLINOIS/ DEPARTMENT OF NATURAL RESOURCES
and the
STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION
and the
CITY OF PROSPECT HEIGHTS
and the
VILLAGE OF MOUNT PROSPECT
for the
UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT ELEMENT,
LEVEE 37

Contract No. OWR-243

This AGREEMENT is made between the City of Prospect Heights, hereinafter referred to as the "CITY", the Village of Mount Prospect, hereinafter referred to as the "VILLAGE" the State of Illinois/Department of Natural Resources, hereinafter referred to as "NATURAL RESOURCES", and the State of Illinois/Department of Transportation, hereinafter referred to as "TRANSPORTATION",

Witnesseth:

WHEREAS, the CITY, VILLAGE, NATURAL RESOURCES and TRANSPORTATION are all legal entities organized and existing under the laws of the State of Illinois having among their powers the authority to perform such undertakings as described herein under the "Intergovernmental Cooperation Act," 5 ILCS 220 (2002 State Bar Edition); and

WHEREAS, NATURAL RESOURCES has approved participation in flood control projects to the extent allowed by its statutory authority under the "Flood Control Act of 1945," 615 ILCS 15 (2002 State Bar Edition); and

WHEREAS, the U.S. Army Corps of Engineers; hereinafter referred to as the "CORPS", has completed the Upper Des Plaines River Flood Damage Reduction Project study which recommends construction of North Fork Mill Creek Reservoir, Van Patton Woods Lateral Storage Area, Buffalo Creek Reservoir Expansion, Big Bend Lake Expansion, Levee 37 and Levee 50, these six components hereinafter referred to as "PROJECT" as described in the report "Executive Summary, Upper Des Plaines River Flood Damage Reduction Study, Interim Feasibility Report and Environmental Impact Statement, June 1999" filed with the General Assembly; and

WHEREAS, NATURAL RESOURCES and CORPS have entered into a Project Cooperation Agreement for construction of the PROJECT, hereinafter referred to as "PCA" and attached to this AGREEMENT as ATTACHMENT 1; and

WHEREAS, TRANSPORTATION would be required to provide 27,205 cy of compensatory floodway storage for their proposed work at Milwaukee Road if that work was not part of a regional flood control project; and

WHEREAS, the CITY, VILLAGE, TRANSPORTATION and NATURAL RESOURCES desire to complete the Levee 37 Project Element, hereinafter referred to as "LEVEE 37 PROJECT ELEMENT", which includes approximately 550 lineal feet of earth levee and 7,550 lineal feet of floodwall along the east side of Des Plaines River Road beginning 320 feet north of the centerline of Euclid Avenue and ending at Palatine Road; 1,400 lineal feet of floodwall along the north side of a section of Palatine Road located west of Milwaukee Avenue; a 125 foot wide hinged closure structure across Milwaukee Avenue located approximately 80 feet north of the Palatine Road overpass; fourteen structures for interior drainage consisting of pump stations, closure structures, backflow structures and sluice gates; two reptile crossings and two environmental mitigation areas located on property owned by the Forest Preserve District of Cook County and desire to share responsibilities defined as "non-federal" in the PCA; and

WHEREAS, the CITY, VILLAGE, TRANSPORTATION and NATURAL RESOURCES desire TRANSPORTATION to complete, in order to accommodate the Levee 37 Project Element, modifications to Milwaukee Avenue which include a segment of Milwaukee Avenue raised to the elevation of the profile of the floodwall and improved conveyance through the bridge opening, hereinafter referred to as "MILWAUKEE AVENUE IMPROVEMENTS"; and

WHEREAS, the PCA defines the "non-federal" financial responsibility to be the acquisition of all lands, easements, rights-of-way, relocations and disposal sites required for construction, operation, maintenance, repair, rehabilitation and replacement of the PROJECT hereinafter referred to as "LEERDs", a cash payment equal to 5% of the total PROJECT cost and any additional cash payment necessary to raise the "non-federal" cost to a minimum of 35% of the total PROJECT cost; and

WHEREAS, the CORPS has estimated the total cost of the LEVEE 37 PROJECT ELEMENT to be \$18,026,400, the value of LEVEE 37 PROJECT ELEMENT LEERD's to be \$221,845, the value of the 5% cash contribution to be \$901,320 and the value of the additional cash required to be \$5,186,074; and

WHEREAS, NATURAL RESOURCES will receive credit from the CORPS for the construction of the Levee 50 Project Element as afforded in Section 104 of the Water Resources Development Act of 1986, Public Law 99-662. The value of the Section 104 credits is estimated to be \$14,711,000 and is subject to change during a final audit, by the CORPS, of the Levee 50 Project Element costs; and

WHEREAS, NATURAL RESOURCES will apply a portion of its Section 104 credits towards the additional cash requirement of the LEVEE 37 PROJECT ELEMENT; and

WHEREAS, the Illinois General Assembly appropriated funds to NATURAL RESOURCES under Public Act 95-0348, Article 485, Section 105 for the PROJECT; and

WHEREAS, NATURAL RESOURCES has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30ILCS 105/9.02 (1988 State Bar Edition).

NOW THEREFORE, for and in consideration of the benefits to be derived from the completion of the PROJECT, the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto as follows:

PART A. SPECIAL CONDITIONS

1. The recitals set forth are incorporated by reference and made a part hereof, the same constituting the factual basis for this transaction.
2. NATURAL RESOURCES' funding obligation under this AGREEMENT is 5% of the LEVEE 37 PROJECT ELEMENT cost and is estimated to be \$901,320. NATURAL RESOURCES' funding obligation will terminate upon the completion of the LEVEE 37 PROJECT ELEMENT, when NATURAL RESOURCES' cost share is expended, or June 30, 2015, whichever comes first. NATURAL RESOURCES, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.
3. TRANSPORTATION's roadway improvement construction obligation under this AGREEMENT is limited to those expenses associated with MILWAUKEE AVENUE IMPROVEMENTS.
4. All provisions of this AGREEMENT will be binding upon the successors and assigns of the principal parties hereto.
5. This AGREEMENT may only be modified, assigned, supplemented, amended or extended by mutual agreement, in writing, by the parties hereto.
6. Attached hereto, marked "ATTACHMENT 2", consisting of four pages and made part hereof by reference, is a listing of certifications, which must be completed by CITY and VILLAGE.

PART B. CITY AND VILLAGE

1. The CITY and VILLAGE, in accordance with CORPS requirements for acquisition of LEERD's, will each acquire, in the name of the CITY or VILLAGE and without cost to NATURAL RESOURCES, all properties, easements or rights-of-way (hereinafter referred to as "property rights") necessary for the construction, operation, maintenance, repair, rehabilitation and replacement of the LEVEE 37 PROJECT ELEMENT. The approval of all acquisitions relating only to the LEVEE 37 PROJECT ELEMENT will be required by NATURAL RESOURCES before closing and will be coordinated by NATURAL RESOURCES Division of Project Implementation in conjunction with the CORPS. Should litigation be necessary to quiet title in the purchase of any property, the CITY and/or VILLAGE will be responsible for all costs associated with the litigation. It is understood that any required property rights now owned by a unit of local or state government or school district may remain in the name of such unit of local or state

government or school district. However, the CITY and VILLAGE must obtain a permanent right of entry on any such property rights that will allow for the construction, operation, maintenance, repair, rehabilitation and replacement of the LEVEE 37 PROJECT ELEMENT by the CITY and VILLAGE.

2. The CITY and VILLAGE hereby grants to NATURAL RESOURCES, or its assigns, the right to enter upon any LEVEE 37 PROJECT ELEMENT property rights, held in the name of the CITY or VILLAGE, for the purposes of construction, construction inspections and maintenance inspections.

3. The CITY and VILLAGE will be responsible to abide by all federal, state, and local laws and regulations during construction, operation, maintenance, repair, rehabilitation and replacement of the LEVEE 37 PROJECT ELEMENT, and to satisfy all state environmental laws, regulations, and executive orders that apply because of state funds being used on the LEVEE 37 PROJECT ELEMENT. The CITY and/or VILLAGE will be responsible for obtaining any local permits and the IDOT traffic access permit required for the LEVEE 37 PROJECT ELEMENT.

4. The CITY and/or VILLAGE, in accordance with CORPS' requirements for acquisition of LEERD's, will be responsible for, without cost to NATURAL RESOURCES, all utility alterations or relocations, and for all fence removal and/or replacement required as a result of the LEVEE 37 PROJECT ELEMENT construction, including any utility and fence related work shown on the plans. Utilities include, but are not limited to, electrical, cable television, and communication lines and oil, gas, sewer, and water pipelines.

5. The CITY and VILLAGE will assume responsibility for the operation, maintenance, repair, rehabilitation and replacement of the LEVEE 37 PROJECT ELEMENT as long as the LEVEE 37 PROJECT ELEMENT remains authorized by the CORPS within their respective corporate limits, once NATURAL RESOURCES has determined that the entire LEVEE 37 PROJECT ELEMENT is complete or that a portion of the LEVEE 37 PROJECT ELEMENT has become a functional portion of the LEVEE 37 PROJECT ELEMENT. The operation, maintenance, repair, rehabilitation and replacement will be performed in accordance with the "Operation, Maintenance, Repair, Rehabilitation and Replacement Manual" attached to this AGREEMENT as ATTACHMENT 3, hereinafter referred to as "OMRRR Manual". All subsequent changes to the OMRRR Manual will be reviewed and become effective upon approval in writing by the CITY, VILLAGE, TRANSPORTATION and NATURAL RESOURCES. Rehabilitation or replacement of more than 100 lineal feet of the floodwall shall be the primary responsibility of CITY and VILLAGE and shall be eligible for planning, design and fiscal assistance from NATURAL RESOURCES. NATURAL RESOURCES reserves the right to make periodic inspections subsequent to the completion of the LEVEE 37 PROJECT ELEMENT in order to ensure that adequate maintenance is being performed on the LEVEE 37 PROJECT ELEMENT by the CITY and VILLAGE, in accordance with the OMRRR Manual attached to this AGREEMENT. Should NATURAL RESOURCES and/or the CORPS determine that a maintenance problem exists; a joint inspection will be scheduled and made by the CITY, VILLAGE, CORPS, and NATURAL RESOURCES. Failure of the CITY and VILLAGE to properly maintain the LEVEE 37 PROJECT ELEMENT in accordance with the OMRRR Manual, as indicated by a written report of such inspection, will permit NATURAL RESOURCES, upon thirty (30) days written notice and continued failure of the CITY and VILLAGE to perform the necessary maintenance work, to enter upon any of the LEVEE 37 PROJECT ELEMENT property rights for the purpose of performing such maintenance

work. In this instance the CITY and VILLAGE will reimburse NATURAL RESOURCES for any and all costs that may be incurred by NATURAL RESOURCES in connection therewith.

6. The CITY will operate the hinged closure structure across Milwaukee Avenue during flood events in accordance with Attachment C of the OMRRR Manual. Operation of the hinged closure structure across Milwaukee Avenue as part of routine maintenance will require an IDOT traffic access permit. The CITY is responsible for detour planning and costs associated with traffic detour routings associated with closing of the hinged closure structure across Milwaukee Avenue. The CITY and the VILLAGE agree to maintain or caused to be maintained all existing highway appurtenances from the back of curb to the Right of Way line in their entirety within the LEVEE 37 PROJECT ELEMENT limits as long as LEVEE 37 PROJECT ELEMENT remains authorized by the CORP.

7. The CITY and VILLAGE will maintain for a minimum of three years after completion of the LEVEE 37 PROJECT ELEMENT, adequate books, records, and other supporting documents to verify the amounts, recipients, and uses of all disbursements of funds paid in conjunction with this AGREEMENT in accordance with the PCA. Not later than 60 days after the effective date of this AGREEMENT, the CORPS, DEPARTMENT, the CITY and the VILLAGE shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant this AGREEMENT.

8. The CITY and VILLAGE will maintain eligibility in the National Flood Insurance Program. The CITY and VILLAGE will continue to adopt and enforce required ordinances, satisfactory to the Federal Emergency Management Agency and NATURAL RESOURCES, relative to the development in the floodplains under the jurisdiction and control of the CITY and/or VILLAGE. The CITY and VILLAGE will be responsible, without cost to NATURAL RESOURCES, for updating any flood insurance studies related to the LEVEE 37 PROJECT ELEMENT.

9. The CITY and VILLAGE shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The CITY and VILLAGE assume full and strict liability for the actions of themselves, all parties in interest, their agents and employees, contractors, subcontractors and consultants. The CITY and VILLAGE and all parties in interest shall save, defend, hold harmless and indemnify the State of Illinois, NATURAL RESOURCES, TRANSPORTATION and each of their officers, agents, employees, invitees and others associated with them (collectively, the State of Illinois) from and against any and all suits, claims, actions, losses, injuries, damages, judgments and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the CITY and VILLAGE and any parties in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the CITY and VILLAGE or any party in interest fail, neglect, or refuse to comply with any provision of this indemnity, the State of Illinois may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the CITY and VILLAGE or any party in interest, jointly and severally, shall be liable and bound unto the State of Illinois for any and all expenses related thereto, including attorney's fees.

10. After execution of this AGREEMENT and upon direction by NATURAL RESOURCES, the CITY and VILLAGE shall perform, or cause to be performed, any investigations for hazardous substances that the CORPS, NATURAL RESOURCES, CITY or VILLAGE determines to be necessary to identify the existence and extent of

any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Sections 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that NATURAL RESOURCES determines to be required for the construction, operation, and maintenance of the LEVEE 37 PROJECT ELEMENT. All actual costs incurred by the CITY and VILLAGE for such investigations will be cost shared at 17.5% CITY and 17.5% VILLAGE, with NATURAL RESOURCES forwarding 65% share responsibility to the CORPS.

11. In the event it is discovered through any investigation for hazardous substances or other means, that the hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that NATURAL RESOURCES has determined to be required for the construction, operation, and maintenance of the LEVEE 37 PROJECT ELEMENT, the CITY, VILLAGE, and NATURAL RESOURCES shall provide prompt written notice to each other, and the CITY and/or VILLAGE shall not proceed with the acquisition of the real property interests until all parties agree that the CITY and/or VILLAGE shall proceed.

12. NATURAL RESOURCES, TRANSPORTATION, the CITY and the VILLAGE shall determine whether to initiate construction of the LEVEE 37 PROJECT ELEMENT, or, if already in construction, whether to continue with work on the LEVEE 37 PROJECT ELEMENT, suspend future performance under this Agreement, or terminate this Agreement for the convenience of NATURAL RESOURCES, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that NATURAL RESOURCES determines to be required for the construction, operation, and maintenance of the LEVEE 37 PROJECT ELEMENT. Should NATURAL RESOURCES, TRANSPORTATION, the CITY and the VILLAGE determine to initiate or continue with construction after considering any liability that may arise under CERCLA, the CITY and VILLAGE shall be responsible, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be the responsibility of the CITY and VILLAGE. In the event the CITY and/or VILLAGE fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the CITY and VILLAGE's responsibilities under this paragraph upon direction by NATURAL RESOURCES, NATURAL RESOURCES may, in its sole discretion, either terminate this Agreement for the convenience of NATURAL RESOURCES, suspend future performance under this Agreement, or continue work on the LEVEE 37 PROJECT ELEMENT.

13. The CITY and VILLAGE shall be considered the operator of the LEVEE 37 PROJECT ELEMENT for purposes of CERCLA liability. To the maximum extent possible the CITY and/or VILLAGE shall operate, maintain, repair, and rehabilitate the LEVEE 37 PROJECT ELEMENT in a manner that will not cause liability to arise under CERCLA.

14. Not less than once each year the CITY and the VILLAGE shall inform affected interests of the extent of protection afforded by the LEVEE 37 PROJECT ELEMENT.

15. The CITY and VILLAGE shall comply with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), which requires a Non-Federal interest to have prepared within one year after the date of signing the PCA, a floodplain management plan. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by the CITY and VILLAGE to preserve the level of flood protection provided by this LEVEE 37 PROJECT ELEMENT. As required by Section

402, as amended, the CITY and VILLAGE shall implement such plan not later than one year after completion of construction of the LEVEE 37 PROJECT ELEMENT. The CITY and VILLAGE shall provide an information copy of the plan to NATURAL RESOURCES upon its preparation.

16. The CITY and VILLAGE shall also prescribe and enforce regulations to prevent obstruction of or encroachment on the project that would reduce the level of protection it affords or that would hinder operation or maintenance of the project.

17. NATURAL RESOURCES, after consultation with the CITY and VILLAGE, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the construction, operation, and maintenance of the LEVEE 37 PROJECT ELEMENT. Such improvements may include, but are not necessarily limited to, retaining dikes, wastewells, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. NATURAL RESOURCES in a timely manner shall provide the CITY and VILLAGE with general written descriptions of such improvements in detail sufficient to enable the CITY and VILLAGE to fulfill its obligations under this paragraph, and shall provide the CITY and VILLAGE with a written notice to proceed with construction of such improvements. Prior to the end of the period of construction, the CITY and VILLAGE shall provide all improvements set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each CORPS construction contract, the CITY and VILLAGE shall prepare plans and specifications for all improvements the DEPARTMENT determines to be required for the proper disposal of dredged or excavated material under that contract, submit such plans and specifications to NATURAL RESOURCES for approval, and provide such improvements in accordance with the approved plans and specifications.

PART C. DEPARTMENT OF NATURAL RESOURCES

1. In accordance with the PCA, NATURAL RESOURCES will review and make recommendations regarding the planning and engineering of the LEVEE 37 PROJECT ELEMENT to assure acceptable project design. NATURAL RESOURCES will also make recommendations regarding the final design plans, specifications, contract documents and property rights prior to the advertising for bids. Further, NATURAL RESOURCES will review all bids received and make recommendations regarding the acceptance of a bid or the rejection thereof, approve all change orders to the contract, and will make random inspections during the construction of the LEVEE 37 PROJECT ELEMENT except for those associated with the MILWAUKEE AVENUE IMPROVEMENTS. NATURAL RESOURCES will not recommend that the CORPS proceed until the CITY and VILLAGE are given the opportunity to provide NATURAL RESOURCES with written recommendations on LEVEE 37 PROJECT ELEMENT activities as described in this paragraph.

2. NATURAL RESOURCES, acting as agent for the CITY and VILLAGE, will be responsible for obtaining all federal and state permits, except for the IDOT traffic access permit which will be obtained by CITY and VILLAGE as stated herein in Part B, Paragraph 3, in the name of the CITY and/or VILLAGE as may be required for the construction and maintenance of the LEVEE 37 PROJECT ELEMENT except for those associated with the MILWAUKEE AVENUE IMPROVEMENTS.

3. NATURAL RESOURCES will receive credits from the CORPS for work performed on the Levee 50 Project Element of the PROJECT and will apply these credits to the additional cash requirements of the LEVEE 37 PROJECT ELEMENT.

4. NATURAL RESOURCES reserves the right to make periodic inspections subsequent to the completion of the LEVEE 37 PROJECT ELEMENT in order to ensure that adequate maintenance is being performed on the LEVEE 37 PROJECT ELEMENT, by the CITY and/or VILLAGE, in accordance with the OMRRR Manual. Should NATURAL RESOURCES and/or the CORPS determine that a maintenance problem exists; a joint inspection will be scheduled and made by the CITY, VILLAGE, the CORPS, and NATURAL RESOURCES. Failure of the CITY and/or VILLAGE to properly maintain the LEVEE 37 PROJECT ELEMENT in accordance with the Operation and Maintenance Manual, as indicated by a written report of such inspection, will permit NATURAL RESOURCES, upon thirty (30) days written notice and continued failure of the CITY and/or VILLAGE to perform the necessary maintenance work, to enter upon any of the LEVEE 37 PROJECT ELEMENT property rights for the purpose of performing such maintenance work. In this instance the CITY and/or VILLAGE will reimburse NATURAL RESOURCES for any and all costs that may be incurred by NATURAL RESOURCES in connection therewith.

5. NATURAL RESOURCES has responsibilities related to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) identified in Paragraphs B9, B10, B11, and B12 of this AGREEMENT.

PART D. DEPARTMENT OF TRANSPORTATION

1. TRANSPORTATION will prepare the final design plans, specifications, and contract documents; advertise for bids; make the contract award; supervise the construction (resident engineering); and pay, subject to reimbursement by other government agencies, for the construction costs associated exclusively with the MILWAUKEE AVENUE IMPROVEMENTS. NATURAL RESOURCES will review and approve in writing the plans and specifications for the MILWAUKEE AVENUE IMPROVEMENTS as they pertain to the function of LEVEE 37 PROJECT ELEMENT.

2. TRANSPORTATION's plans will show the designated boundaries of all properties, easements or rights-of-way (hereinafter referred to as "property rights") required for the construction, operation, maintenance, repair, rehabilitation and replacement of the MILWAUKEE AVENUE IMPROVEMENTS.

3. TRANSPORTATION will be responsible for obtaining all permits from Federal and State agencies required for the construction, maintenance, rehabilitation and replacement of the MILWAUKEE AVENUE IMPROVEMENTS.

4. TRANSPORTATION will ensure that its construction contractors carry all necessary insurance during each phase of the MILWAUKEE AVENUE IMPROVEMENTS.

5. TRANSPORTATION shall cause its contractor to hold and save NATURAL RESOURCES, CITY and VILLAGE free from all damages arising from the construction, of the MILWAUKEE AVENUE IMPROVEMENTS except for damages due to the fault or negligence of NATURAL RESOURCES.

6. TRANSPORTATION will grant access to their property as shown on ATTACHMENT 4 to the VILLAGE, CITY, CORPS and NATURAL RESOURCES for the purpose of construction, operations, inspection, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT for so long as LEVEE 37 PROJECT ELEMENT remains authorized by the CORP. Any actions of the VILLAGE, CITY, and/or NATURAL RESOURCES for the purpose of inspection, operations, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT that will impact normal traffic flows will require an IDOT traffic access permit.

7. TRANSPORTATION reserves the right to make such changes, additions, repairs and relocations within its statutory limits to the LEVEE 37 PROJECT ELEMENT in consultation with NATURAL RESOURCES, VILLAGE and CITY, on the right-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening or maintaining of the highway and for other public roadway purposes and/or provide proper protection to life and property on or adjacent to TRANSPORTATION's right-of-way while preserving the flood protection provided by the LEVEE 37 PROJECT ELEMENT and provisions of ATTACHMENT 1.

8. TRANSPORTATION is responsible for the operation, maintenance, repair, rehabilitation and replacement of the MILWAUKEE AVENUE IMPROVEMENTS. The operation, maintenance, repair, rehabilitation and replacement will be performed in accordance with the OMRRR Manual. NATURAL RESOURCES reserves the right to make periodic inspections subsequent to the completion of the MILWAUKEE AVENUE IMPROVEMENTS in order to ensure that adequate maintenance is being performed on the MILWAUKEE AVENUE IMPROVEMENTS by TRANSPORTATION, in accordance with the OMRRR Manual attached to this AGREEMENT. All subsequent changes to the OMRRR Manual will be reviewed and become effective upon approval in writing by the CITY, VILLAGE, TRANSPORTATION and NATURAL RESOURCES. Should NATURAL RESOURCES and/or the CORPS determine that a maintenance problem exists; a joint inspection will be scheduled and made by TRANSPORTATION, the CORPS, and NATURAL RESOURCES.

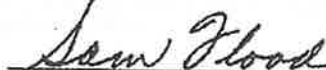
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AGREEMENT for the UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT ELEMENT, LEVEE 37 on behalf of their respective bodies, and that the effective date of this AGREEMENT is the date approved and executed by the Director of NATURAL RESOURCES.

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED:


Gary B. Clark, Director
Office of Water Resources

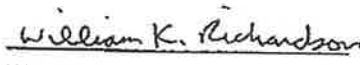
APPROVED:


Sam Flood, Acting Director
Department of Natural Resources
Date: 9-16-08

APPROVED:


Ellen King-Pietrzak,
Chief Fiscal Officer

APPROVED:

 RGR
William Richardson
Chief Legal Counsel

VILLAGE OF MOUNT PROSPECT

ATTEST:

M. Lisa Angell
M. Lisa Angell, Clerk

APPROVED:

Irvana K. Wilks
Irvana K. Wilks, Mayor
Date: September 9, 2008

CITY OF PROSPECT HEIGHTS

ATTEST:

William Kerns, by William Kerns
William Kerns, Clerk Deputy City Clerk

APPROVED:

Patrick Ludvigsen
Patrick Ludvigsen, Acting Mayor
Date: 9-9-08



STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

Christine M. Reed
Christine M. Reed, P.E.
Director-Division of Highways
Chief Engineer
Date: 9/15/08

APPROVED:

Milton R. Sees
Milton R. Sees, P.E.
Secretary of Transportation
Date: 9/15/08

- Attachments:
1. PCA
 2. Certifications
 3. Operation and Maintenance Manual
 4. IDOT rights-of-way required for project

**AMENDMENT NUMBER ONE
to an
AGREEMENT
between the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
and the
STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION
and the
CITY OF PROSPECT HEIGHTS
and the
VILLAGE OF MOUNT PROSPECT
for the
UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT
ELEMENT,
LEVEE 37**

Contract Number OWR-243

THIS AMENDMENT NUMBER ONE is made among the City of Prospect Heights, hereinafter referred to as the "CITY", the Village of Mount Prospect, hereinafter referred to as the "VILLAGE", the State of Illinois/Department of Natural Resources, hereinafter referred to as "NATURAL RESOURCES" and the State of Illinois/Department of Transportation, hereinafter referred to as "TRANSPORTATION", and entered into this 31 Day of January 2018, 14

WHEREAS, the CITY, the VILLAGE, NATURAL RESOURCES and TRANSPORTATION entered into an agreement, hereinafter referred to as the "AGREEMENT," effective September 16, 2008, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by reference, covering the construction of the Levee 37 Project Element, hereinafter referred to as the "PROJECT"; and

WHEREAS, additional rights-of-way belonging to TRANSPORTATION are required for completion of the PROJECT; and

WHEREAS, NATURAL RESOURCES has determined that 1) the circumstances necessitating this AMENDMENT NUMBER ONE were not reasonably foreseeable at the time the AGREEMENT was originally executed, 2) AMENDMENT NUMBER ONE is germane to the AGREEMENT as originally executed, and 3) this AMENDMENT NUMBER ONE and the AGREEMENT are in the best interest of NATURAL RESOURCES and the State of Illinois; and

WHEREAS, NATURAL RESOURCES has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02; and

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. To end of paragraph B.6 of the AGREEMENT, add the following language: "TRANSPORTATION will grant access to their property as shown on **EXHIBIT B** attached hereto and incorporated herein by reference, which amends **ATTACHMENT 4** to the AGREEMENT the intent herein is to grant such additional access over and upon the additional easement areas shown on the amended **ATTACHMENT 4** to the VILLAGE, CITY, CORPS and NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the **LEEVEE 37 PROJECT ELEMENT** for so long as **LEEVEE 37 PROJECT ELEMENT** remains authorized by the CORPS. Any actions of the VILLAGE, CITY and/or NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the **LEEVEE 37 PROJECT ELEMENT** that will impact normal traffic flows will require an IDOT traffic access permit."
2. The parties to this **AMENDMENT NUMBER ONE** and the CORPS have determined the Levee 37 project limits need to be expanded as shown on **EXHIBIT B**. TRANSPORTATION has agreed to expand the easement as shown. The parties to this **AMENDMENT NUMBER ONE** have agreed that the CORPS shall prepare surveys describing the easement area as expanded by this **AMENDMENT NUMBER ONE**. Upon receipt of the revised surveys from the CORPS, the parties shall review said documents and, if all concur, attach the surveys to this **AMENDMENT NUMBER ONE** post execution. Each party shall give its approval in writing. Said approval shall not be unreasonably withheld. It is understood by the parties hereto that should the Amended Easement surveys not be prepared, reviewed and approved within a reasonable time after the execution of this **AMENDMENT NUMBER ONE**, TRANSPORTATION shall have the right to revoke this Amendment.
3. All other covenants under terms of the September 16, 2008 AGREEMENT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AMENDMENT NUMBER ONE on behalf of their respective bodies, and that the effective date of this amendment is the date approved and executed by the Director of NATURAL RESOURCES.

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED:


Arlan R. Juhl, Director
Office of Water Resources
Date: 1-14-14

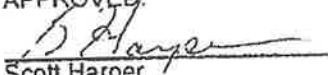
APPROVED:


Marc Miller, Director
Department of Natural Resources
Date: 1-21-14

APPROVED:


Jeffrey R. Smith
General Counsel
Date: 1-14-14

APPROVED:


Scott Harper
Chief Fiscal Officer
Date: 1/21/14

1-14-14
Rgm

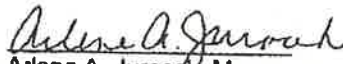
VILLAGE OF MOUNT PROSPECT

ATTEST:


M Lisa Angell, Clerk

Date: 11-6-13

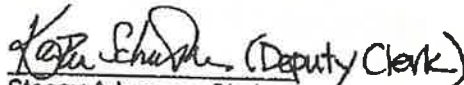
APPROVED:


Arlene A. Juracek, Mayor
Village of Mount Prospect

Date: 11-6-13

CITY OF PROSPECT HEIGHTS

ATTEST:

 (Deputy Clerk)
Stacey Adamson, Clerk

Date: 11/5/13

APPROVED:


Nicholas J. Helmer, Mayor
City of Prospect Heights

Date: 11/5/13

STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION

RECOMMENDED:


Omer Osman
Director-Division of Highways
Chief Engineer
Date: 3/21/13

APPROVED:


Ann L. Schneider, Secretary
Department of Transportation
Date: 3/27/13



**AMENDMENT NUMBER TWO
to an
AGREEMENT
between the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
and the
STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION
and the
CITY OF PROSPECT HEIGHTS
and the
VILLAGE OF MOUNT PROSPECT
for the
UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT
ELEMENT,
LEVEE 37**

Contract Number OWR-243

THIS AMENDMENT NUMBER TWO is made among the City of Prospect Heights, hereinafter referred to as the "**CITY**", the Village of Mount Prospect, hereinafter referred to as the "**VILLAGE**", the State of Illinois/Department of Natural Resources, hereinafter referred to as "**NATURAL RESOURCES**" and the State of Illinois/Department of Transportation, hereinafter referred to as "**TRANSPORTATION**"; and

WHEREAS, the **CITY**, the **VILLAGE**, **NATURAL RESOURCES** and **TRANSPORTATION** entered into an agreement and subsequent amendment number one, effective September 16, 2008 and January, 31 2014 respectively, hereinafter collectively referred to as the "**AGREEMENT**," copies of which are attached hereto as **EXHIBIT A** and **EXHIBIT B** and incorporated herein by reference, covering the construction of the Levee 37 Project Element, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, an additional pump station, herein referred to as the "**PUMP STATION ELEMENT**", is required to adequately provide flood protection in association with the previously constructed aspects of the **PROJECT** and the parties wish to amend the **PROJECT** to include said **PUMP STATION ELEMENT**; and,

WHEREAS, additional rights-of-way belonging to **TRANSPORTATION** and the Forest Preserve District of Cook County are required for completion of the **PUMP STATION ELEMENT** and are identified on **EXHIBIT C** attached hereto; and,

WHEREAS, the VILLAGE has acquired, in the name of the VILLAGE and without cost to NATURAL RESOURCES, TRANSPORTATION or CITY, a permanent easement to facilitate the construction, operation and maintenance of the PROJECT from the Forest Preserve District of Cook County; and,

WHEREAS, the CORPS has estimated the total cost of construction and materials of the PUMP STATION ELEMENT to be \$3,699,550 and Natural Resources' additional non-federal cash amount for the PUMP STATION ELEMENT payable to the CORPS to be \$1,284,543; and,

WHEREAS, the Illinois General Assembly appropriated the funds needed to complete the installation of the PUMP STATION ELEMENT to NATURAL RESOURCES under Public Act, 101-0007 Article 146, Section 45 in FY20 and Public Act, 101-0638 Article 11, Section 75 in FY21, for expenditure by the Office of Water Resources for Flood Control and Water Development Projects; and,

WHEREAS, NATURAL RESOURCES has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02; and

WHEREAS, NATURAL RESOURCES has determined that 1) the circumstances necessitating this AMENDMENT NUMBER TWO were not reasonably foreseeable at the time the AGREEMENT was executed and amended, 2) this AMENDMENT NUMBER TWO is germane to the AGREEMENT, and 3) this AMENDMENT NUMBER TWO is in the best interest of NATURAL RESOURCES and the State of Illinois.

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. The description of the LEVEE 37 PROJECT ELEMENT set forth in the 6th WHEREAS paragraph of the AGREEMENT shall be amended to include the PUMP STATION ELEMENT added to the Project pursuant to this Amendment Number 2. All duties and responsibilities of the parties regarding the LEVEE 37 PROJECT ELEMENT set forth in the AGREEMENT shall specifically include and also apply to the PUMP STATION ELEMENT added to the project pursuant to this Amendment Number 2.
2. At the end of paragraph D.6 of the AGREEMENT, the following language shall be added: "TRANSPORTATION will grant access to its property as shown on EXHIBIT C attached hereto and incorporated herein by reference, which amends amended ATTACHMENT 4 to the AGREEMENT, the intent herein being to grant such additional access over and upon the additional access areas shown on EXHIBIT C to the VILLAGE, CITY, CORPS and NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT for so long as LEVEE

37 PROJECT ELEMENT remains authorized by the CORPS. Any actions of the VILLAGE, CITY and/or NATURAL RESOURCES for the purpose of construction, operations, inspections, maintenance, repair and rehabilitation of the LEVEE 37 PROJECT ELEMENT that will impact normal traffic flows will require an IDOT traffic access permit."

3. The parties to this AMENDMENT NUMBER TWO and the CORPS have determined that the Levee 37 project limits need to be expanded as shown on EXHIBIT C. TRANSPORTATION has agreed to expand the access area as shown on such EXHIBIT.
4. The existing second sentence of paragraph A.2 of the AGREEMENT shall be changed to the following: "NATURAL RESOURCES' funding obligation under this AGREEMENT will terminate upon the completion of the PUMP STATION ELEMENT, when the NATURAL RESOURCES' cost share is expended, or June 30, 2025, whichever comes first."
5. After the first sentence of paragraph A.2 of the AGREEMENT, the following sentence shall be added: "Additionally, Natural Resources' funding obligation shall include the non-federal cash amount for the PUMP STATION ELEMENT added to the LEVEE 37 PROJECT ELEMENT, estimated to be \$1,284,543."
6. All other covenants under terms of the AGREEMENT remain unchanged and in full force and effect except and to the extent otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AMENDMENT NUMBER TWO on behalf of their respective bodies, and that the effective date of this amendment is the date approved and executed by the Director of NATURAL RESOURCES.

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED:


Loren Wobig, Director
Office of Water Resources
Date: 9-2-20

APPROVED:


Colleen Callahan, Director
Department of Natural Resources
Date: 9-4-20

APPROVED:


Renee Snow

General Counsel

APPROVED:


Brad Colantoni

Chief Fiscal Officer

APPROVED FOR EXECUTION

Date: 9/2/2020

Legal Counsel: Bob McCall/R

3

Date: 9-2-2020

Date 9-2-2021

VILLAGE OF MOUNT PROSPECT

ATTEST:

APPROVED:

Karen M. Agoranos
Karen Agoranos, Clerk
Date: 9/1/2020

Arlene A. Juracek
Arlene A. Juracek, Mayor
Village of Mount Prospect
Date: 9/1/2020

CITY OF PROSPECT HEIGHTS

ATTEST:

APPROVED:

Karen Schulteis
KAREN SCHULTEIS, Deputy Clerk
Date: AUGUST 28, 2020

Nicholas J. Helmer
Nicholas J. Helmer, Mayor
City of Prospect Heights
Date: AUGUST 28, 2020

STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

APPROVED:

Vacant
Director-Division of Highways
Chief Engineer
Date: _____

Omer Osman, Jr.
Omer Osman, Acting Secretary
Date: 8/25/20

APPROVED AS TO FORM:

Philip C. Kaufmann
Philip C. Kaufmann, Chief Counsel
Date: 8/25/20

Part of the East Half of the East Half of Section 24
Township 42 North, Range 11 East of the Third Principal
Meridian, Cook County, Illinois.



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AMENDMENT #4 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR), CITY OF PROSPECT HEIGHTS, AND VILLAGE OF MOUNT PROSPECT FOR THE UPPER DES PLAINES RIVER FLOOD DAMAGE REDUCTION PROJECT ELEMENT, LEVEE 37

WHEREAS; the Village of Mount Prospect is a unit of local government authorized to exist under the terms of the Illinois Compiled Statutes; and

WHEREAS; IDOT, IDNR, City of Prospect Heights, and Village of Mount Prospect entered into an agreement and subsequent amendment numbers one and two, and three effective September 16, 2008, and January 31, 2014, September 4, 2020 and November 12, 2024 respectively, covering the construction of the Levee 37 Project Element; and

WHEREAS, the Illinois General Assembly appropriated funds needed to complete the installation of the Palatine Road Closure Structure Element to the IDNR under Public Act 103-0589 Article 143, Section 60 in FY25 for expenditure by the Office of Water Resources for Flood Control and Water Development Projects; and

WHEREAS, the Army Corps of Engineers requested and the IDNR agreed to develop engineering plans and special provisions, advertise and award, provide resident engineering services during construction, and provide construction funding for the Palatine Road Closure Element; and

WHEREAS, IDNR and the City of Prospect Heights agreed to provide construction funding for the Palatine Road Closure Element; and

WHEREAS, the term of the Agreement between IDNR, IDOT, Prospect Heights, and Mount Prospect must be extended from June 30, 2025 to December 31, 2028 to facilitate construction of the Palatine Road Closure Element;

NOW THEREFORE BE IT RESOLVED; By the President and Board of Trustees of the Village of Mount Prospect, Cook County, Illinois

SECTION ONE: The Mayor is hereby authorized to execute Amendment Number Four to an Intergovernmental Agreement between the IDOT, IDNR, City of Prospect Heights, and Village of Mount Prospect for the Upper Des Plaines River Flood Damage Reduction Project Element, Levee 37.

SECTION TWO: Amendment Number Four to an Intergovernmental Agreement between the IDOT, IDNR, City of Prospect Heights, and Village of Mount Prospect for the Upper Des Plaines River Flood Damage Reduction Project Element, Levee 37, Contract Number OWR-243, is attached to and made part of this Resolution.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage.

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this 2nd day of April 2025.

Paul W. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt AN ORDINANCE AMENDING ORDINANCE NO. 3831 GRANTING A CONDITIONAL USE IN THE NATURE OF A PLANNED UNIT DEVELOPMENT FOR PROPERTY COMMONLY KNOWN AS LAKE CENTER PLAZA, AMENDED BY ORDINANCE NO. 5617, FOR PROPERTY LOCATED AT 500 WEST ALGONQUIN ROAD, MOUNT PROSPECT, ILLINOIS (PZ-02-25)
Meeting	April 2, 2025 - 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 petitioner (AGL 500 West LLC) is seeking conditional use approval to amend an existing Planned Unit Development (PUD) to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road (the subject property). The proposal requires Village Board approval for a conditional use to amend the existing PUD. The proposal meets the requirements and standards related to the Village Code, and staff is supportive of the request.

Discussion

Proposal

The petitioner, AGL 500 West LLC, intends to use the property for its business operation, which includes Broadway Electric Inc, a full-service electrical contractor, and Cornerstone Contracting Inc, a general contractor specializing in large-scale, federally funded projects. The petitioner proposes to renovate the existing 22,135 square foot office/warehouse and to construct a new 5,500 square foot warehouse on the west side of the property, replacing the tennis courts.

The existing office/warehouse building will have approximately 13,514 square feet dedicated to office use, and will undergo a renovation to include new window treatments, interior and exterior paint, updated signage, and upgrades to plumbing and mechanical systems. The remaining 8,621 square feet will be dedicated for warehousing, including housing tools, materials, and equipment for the electrical contractor business.

The new building will measure approximately 50' by 110' (5,500 square feet), with side and rear yard setbacks of 19' and 20' respectively, and a height of 17.7'. It will be used for

contractor and electrical equipment materials storage, with no outdoor storage on-site. The exterior walls of the building will be composed of structural steel beams and metal framing that is clad with fiber cement and manufactured stone paneling to provide a strong masonry appearance. Additional accents include stone sill banding, a suspended entry canopy, and light fixtures above the doorways. The structure will have four 12' x 14' overhead doors on the east elevation, as well as an aluminum and glass storefront. No roof top units are proposed for the new building.

The petitioner will provide additional perimeter, foundation, and parking island landscaping, as well as screening for the garbage enclosure and ground-mounted mechanical equipment. The petitioner is proposing to remove a total of six trees of the 87 currently on the property: four trees that pose a safety hazard to the existing building structure, and two trees that are located in the area where the new warehouse will be constructed.

Staff does not anticipate a significant increase in traffic congestion as the new building will provide additional storage and warehouse space for the contractor business. The commercial vehicles owned by the business will be parked overnight in a designated area of the parking lot on the rear elevation of the primary building. The existing facility currently provides 75 parking stalls (including 3 accessible spaces) which meets the parking minimums established by the Village Code.

Public Comment

Staff has not received any public comments on the proposed request.

Public Hearing

The Planning and Zoning Commission unanimously recommended approval of the request to amend the planned unit development by a vote of 4-0 at the public hearing held on March 13, 2025. No members of the public were present to voice support or opposition. The Petitioner is requesting that the Village Board waive the second reading and that final action is taken at the April 2, 2025 meeting.

Conditions of Approval

During the public hearing on March 13, 2025, staff requested that the conditions of approval listed in the staff report be amended to include a restriction for overnight parking of commercial vehicles. Staff also received from the petitioner a revised set of architectural plans dated March 18, 2025 which satisfied conditions 1(a)(i-iii) listed in the staff report. The conditions that were satisfied were removed from the final ordinance.

The draft ordinance contains the following conditions of approval:

1. The subject property shall be developed in strict compliance with the approved development plans which will consist of the following:
 - a. Architectural plans entitled "Proposed Remodeling for Broadway Electric / Cornerstone Contracting Inc", 5 pages, as prepared by Wojcik + Associates Architects, Inc bearing the latest revision date March 18, 2025;
 - b. Landscape plans entitled "Broadway Electric / Cornerstone Contracting Inc", 5 pages, as prepared by Pamela Self, bearing the latest revision date February 26, 2025;
2. Parking for commercial vehicles shall be restricted to the following locations:
 - a. The area designated in the site plan; or
 - b. Inside the warehouse.
3. The petitioner shall address all comments included in the Village review letter dated

February 25, 2025;

4. A fully compliant photometric plan will be required as part of the building permit submittal;
5. A fully compliant signage proposal will be required for the sign permit submittal; and
6. Compliance with all applicable development, fire, building, and other Village Codes and regulations.

Alternatives

1. Recommend approval of a conditional use to amend Ord. 3831 and Ord. 5617 of the Lake Center Plaza Planned Unit Development to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road, Case No. PZ-02-25, subject to the conditions listed in the attached ordinance.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends approval of a conditional use to amend Ord. 3831 and Ord. 5617 of the Lake Center Plaza Planned Unit Development to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road, Case No. PZ-02-25, subject to the conditions listed in the attached ordinance.

Attachments

1. PZ-02-25 Plans
2. PZ-02-25 Staff Report
3. PZ-02-25 Village Review Letter Feb 25, 2025
4. PZ-02-25 Administrative Content
5. PZ-02-25 Request to Waive Second Reading
6. PZ-02-25 (500 W Algonquin Rd) Minutes
7. Ord. XXXX CU for PUD Major Amendment (500 W Algonquin Rd)

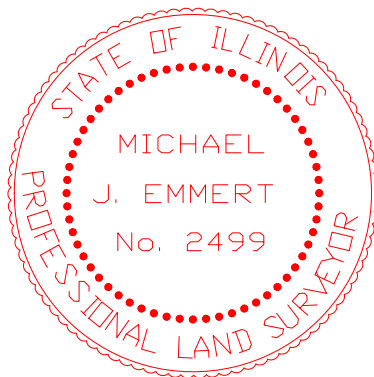
PLAT OF SURVEY
ALTA \NSPS LAND TITLE SURVEY
by
Michael J. Emmert Surveys, Inc.

AS PER MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS EFFECTIVE FEBRUARY 23, 2021, ITEM 7 – CERTIFICATION:
THE PLAT OR MAP OF AN ALTA/NSPS LAND TITLE SURVEY SHALL BEAR ONLY THE FOLLOWING CERTIFICATION, UNALTERED, EXCEPT AS MAY BE REQUIRED PURSUANT TO SECTION 3.B

TO: VILLAGE BANK AND TRUST, N.A., AS LENDER,
AGL 500 WEST, LLC, AS BORROWER AND
CHICAGO TITLE INSURANCE COMPANY, AS TITLE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 7(B)(1), 7(B)(2), 7(C), 8, 9, 14, 16, 17, 18 AND 20 (ABOVE GROUND VISIBLE UTILITIES) OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON DECEMBER 16, 2024.

DATED THIS 16TH DAY OF DECEMBER, 2024

BY: MICHAEL J. EMMERT SURVEYS, INC.
MICHAEL J. EMMERT PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



mike@mjesurveys.com
Michael J. Emmert Surveys, Inc.
185 East Vallette Street
Elmhurst, Illinois 60126
Office 630-516-0383

FLOOD ZONE

MICHAEL J. EMMERT SURVEYS, INC., DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY OF THE FEDERAL INSURANCE ADMINISTRATION AND DETERMINED THE FOLLOWING:
PROPERTY IS LOCATED WITHIN COMMUNITY NUMBER – 170129
CURRENT EFFECTIVE MAP DATE – AUGUST 19, 2008
ON PANEL NUMBER – 17031C0214J
AND FIND THAT THE PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)

BEARING BASIS

THE NORTH LINE OF SUBJECT PROPERTY IS ASSUMED TO BE NORTH 89 DEGREES 19 MINUTES 05 SECONDS EAST

PARKING

AS BUILT PARKING SUMMARY
REGULAR SPACES – 72
HANDICAP SPACES – 3
TOTAL SPACES – 75

LEGALLY DESCRIBED AS FOLLOWS:

LOT 1 IN LAKE CENTER PLAZA RESUBDIVISION NUMBER 2, OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 113,364 SQ. FT. OR 2.6025 ACRES
MORE OR LESS

REFERENCE BEING HAD TO THE LEGAL DESCRIPTION AS SHOWN IN SCHEDULE A OF TITLE INSURANCE COMMITMENT NUMBER 24GC0061283NB BEARING AN EFFECTIVE DATE OF OCTOBER 30, 2024 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY

THE SUBJECT PROPERTY ADJOINS ALGONQUIN ROAD (A PUBLIC STREET) ON THE SOUTH AND ADJOINS WALL STREET (A PUBLIC STREET) ON THE EAST . DIRECT ACCESS IS PROVIDED VIA THE AFOREMENTIONED STREETS.

SCHEDULE B GENERAL EXCEPTIONS

ITEMS 1 THROUGH 7 – NOT SURVEY RELATED
8. PERMANENT TAX NUMBER 08-23-203-037-0000
ITEMS 9 THROUGH 16 – NOT SURVEY RELATED
17. DECLARATION DOCUMENT 24594255 RECORDED AUGUST 22, 1978 – AFFECTS UNDERLYING LAND)
18. DECLARATION OF EASEMENT DOCUMENT 24594254 RECORDED AUGUST 22, 1978 – AFFECTS UNDERLYING LAND.
19. EASEMENT DOCUMENT 24594255 RECORDED AUGUST 22, 1978 – EASEMENT FOR ROADWAY – AFFECTS OTHER PROPERTY
20. 20 FT. EASEMENT DOCUMENT 24594254 RECORDED AUGUST 22, 1978 – PLOTTED
21. NOTICE OF REQUIREMENTS DOCUMENT 24498918 RECORDED JUNE 1, 1978 – AFFECTS UNDERLYING LAND
22. EASEMENT DOCUMENT 88291118 RECORDED JULY 1, 1968 – PLOTTED
23. EASEMENT DOCUMENT 88291118 RECORDED JULY 1, 1988 – PLOTTED
ITEMS 24 AND 25 – NOT SURVEY RELATED
26. DECLARATION DOCUMENT 24594255 RECORDED AUGUST 22, 1978 – AFFECTS UNDERLYING LAND.
27. EASEMENT DOCUMENT 24929979 RECORDED APRIL 23, 1979 – AFFECTS UNDERLYING LAND.
28. 10 FT. EASEMENT DOCUMENT 88291118 RECORDED JULY 1, 1988 – PLOTTED
29. 30 FT. BUILDING LINE DOCUMENT 88291118 RECORDED JULY 1, 1988 – PLOTTED
30. 30 FT. UTILITY EASEMENT DOCUMENT 24594254 RECORDED JULY 1, 1988 – PLOTTED
31. 20 FT. EASEMENT DOCUMENT 88291118 RECORDED JULY 1, 1988 – PLOTTED
32. ACCESS EASEMENT DOCUMENT 88291118 RECORDED JULY 1, 1988 – PLOTTED
33. EASEMENT DOCUMENT 88291118 RECORDED JULY 1, 1988 – PLOTTED
34. EASEMENT DOCUMENT 88291118 RECORDED JULY 1, 1988 – AFFECTS UNDERLYING PROPERTY
35. 20 FT. WATER MAIN EASEMENT DOCUMENT 91321871 – PLOTTED
36. 10 FT. EASEMENT DOCUMENT 91321871 – PLOTTED
37. 30 FT. BUILDING LINE DOCUMENT 91321871 – PLOTTED
38. ACCESS EASEMENT DOCUMENT 91321871 – PLOTTED
39. EASEMENT DOCUMENT 91321871 – PLOTTED
ITEMS 40 AND 41 – NOT SURVEY RELATED
42. BROKEN PAVEMENT NOTED. EDGE NOT DEFINED.
43. WOOD POLES AND OVERHEAD WIRES – PLOTTED
44. NOT SURVEY RELATED
END OF SCHEDULE B

NOTES:

1. SURVEY SHOWN HEREON IS AN "AS-BUILT" SURVEY.
2. SURVEY SHOWN HEREON IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS AND NO UNDERGROUND INFORMATION IS INTENDED TO BE PROVIDED.
3. ALL UTILITIES APPEAR TO ENTER THE PROPERTY VIA A PUBLIC RIGHT OF WAY.
4. THE SUBJECT PROPERTY APPEARS TO DRAIN INTO A PUBLIC RIGHT OF WAY.
5. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
6. THERE ARE NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED TO THE BEST OF OUR KNOWLEDGE, AND AVAILABLE FROM THE CONTROLLING JURISDICTION.
7. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
8. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OR CEMETERY.
9. NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED, NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.

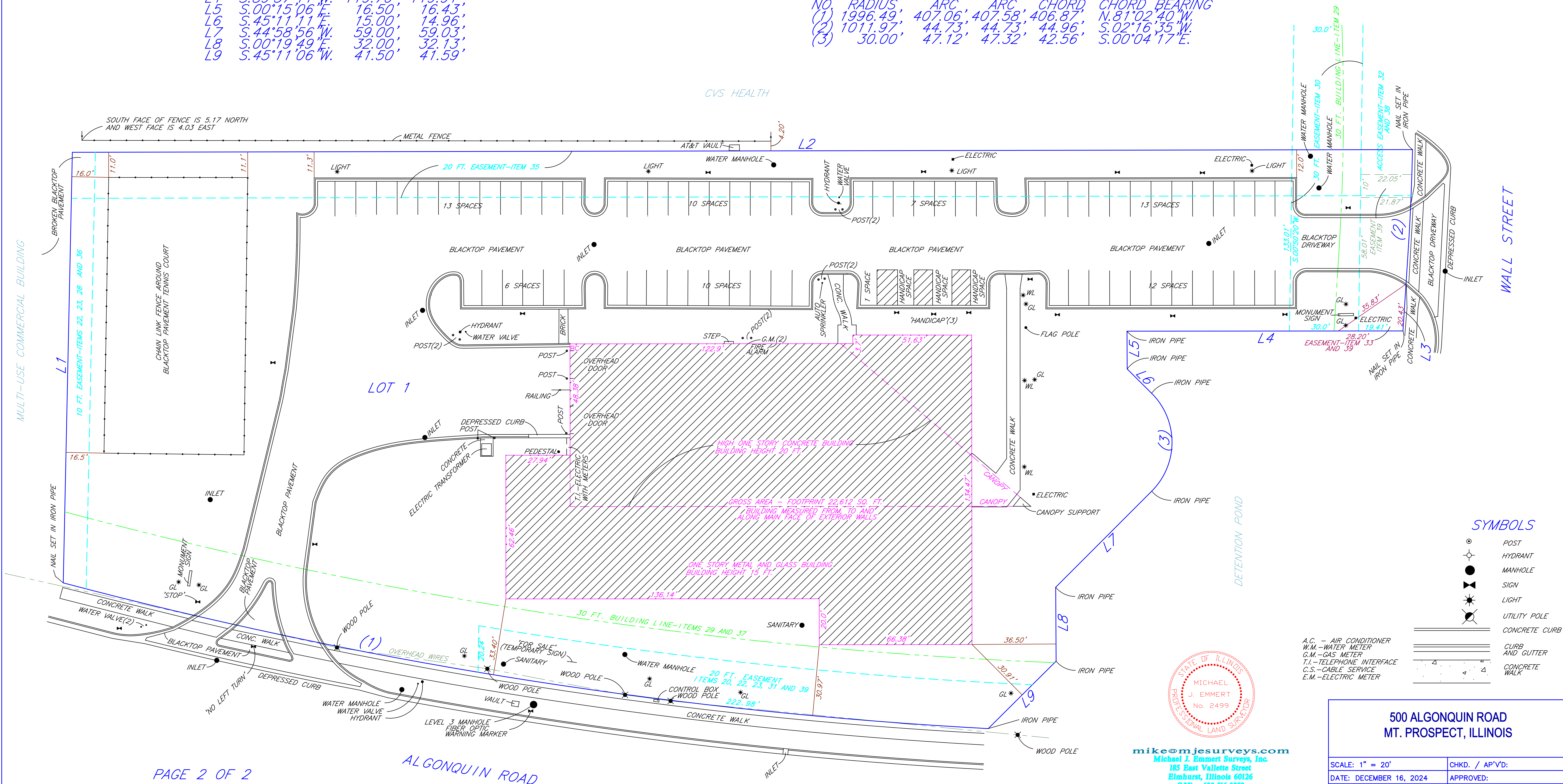
PAGE 1 OF 2

500 ALGONQUIN ROAD
MT. PROSPECT, ILLINOIS

SCALE: 1" = 20'	CHKD. / AP'VD:
DATE: DECEMBER 16, 2024	APPROVED:
DWN. BY: MJE	
CHKD. BY: ADE	

CURVE TABLE

NO.	RADIUS	MEASURE		CHORD	CHORD BEARING
		ARC	ARC		
(1)	1996.49'	407.06'	407.58'	406.87'	N.81°02'40"W.
(2)	1011.97'	44.73'	44.73'	44.96'	S.02°16'35"W.
(3)	30.00'	47.12'	47.32'	42.56'	S.00°04'17"E.



PAGE 2 OF 2

ALGONQUIN ROAD

mike@mjesurveys.com
Michael J. Emmert Surveys, Inc.
185 East Vallette Street
Elmhurst, Illinois 60126
Office 630-516-0383

500 ALGONQUIN ROAD
MT. PROSPECT, ILLINOIS

SCALE: 1" = 20'	CHKD. / AP'V'D:
DATE: DECEMBER 16, 2024	APPROVED:
DWN. BY: MJE	
CHKD. BY: ADE	

NEW INTERIOR RENOVATION AND DETACHED WAREHOUSE BUILDING FOR:

BROADWAY ELECTRIC, INC.

INDEX OF DRAWINGS

- LS-1 Title Sheet, Conceptual Site Plan and Proposed Floor Plan
LS-2 Exterior Elevations and Renderings
LS-3 Trash Enclosure, Signage and Signage Elevations
A-1 Primary Building - Existing Floor Plan / Demolition Plan
A-2 Primary Building - Construction Floor Plan

Drawings submitted by PG Enlighten Lighting Consultants (dated 3/7/25):

- Pg 1 of 4 Photometric Plan
Pg 2 of 4 Photometric Plan
Pg 3 of 4 Photometric Plan - visualization
Pg 4 of 4 Photometric Plan - Illuminance

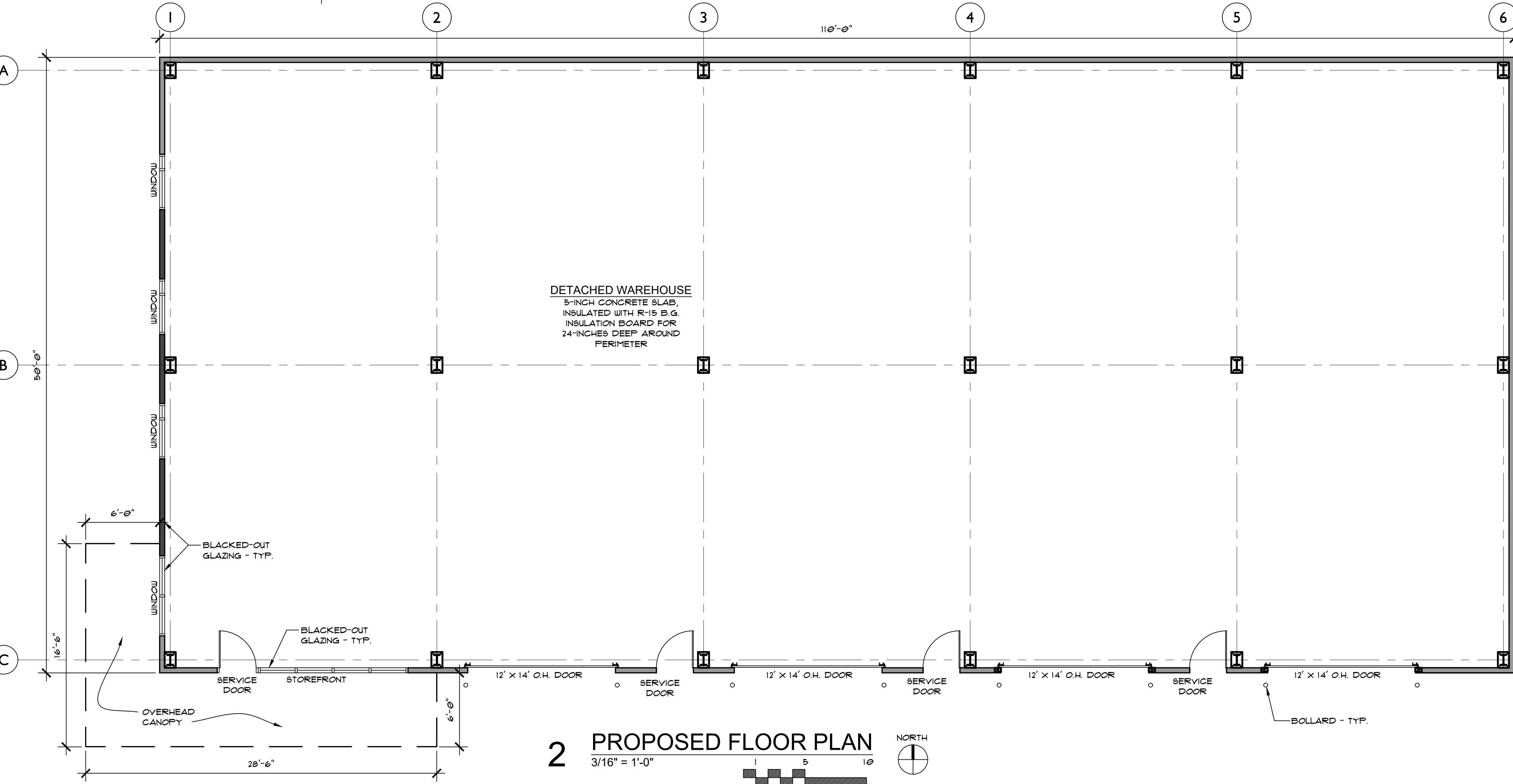
DATA:

PROJECT STATISTICS:	
ZONING:	I-1 LIMITED INDUSTRIAL DISTRICT
CONSTRUCTION TYPE:	
PRIMARY BUILDING	TYPE 2B
DETACHED WAREHOUSE	TYPE 2B
OCCUPANCY CLASSIFICATION:	
PRIMARY BUILDING	B-BUSINESS / S-2 LOW HAZARD
DETACHED WAREHOUSE	S-2 LOW HAZARD STORAGE

LOT COVERAGE:	
TOTAL SITE AREA:	114,296 SQ. FT.
EXISTING PRIMARY BUILDING AREA:	22,128 SQ. FT.
PROPOSED DETACHED WAREHOUSE:	55,000 SQ. FT.
EXISTING PARKING LOT (IMPERVIOUS):	36,221 SQ. FT.

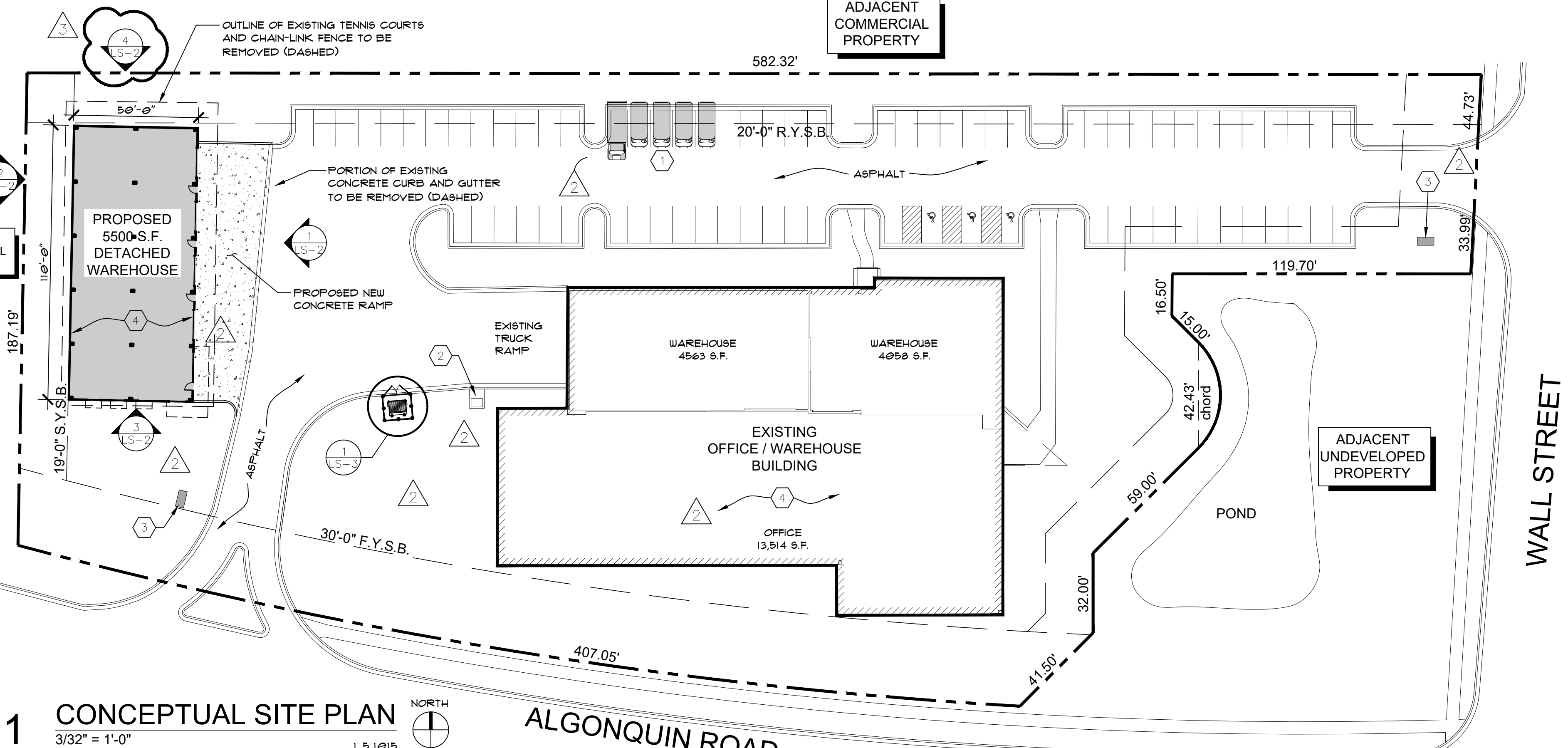
ALLOWED:	75% MAXIMUM (85,722 SQ. FT.)
EXISTING:	58% (66,353 SQ. FT.)
	INCLUDES 1398 S.F. TENNIS COURT
PROPOSED NEW:	56% (64,455 SQ. FT.)
NO INCREASE IN IMPERVIOUS SURFACE AREA	

AREA CALCULATIONS:	
PRIMARY BUILDING:	
OFFICE AREA	13,514 S.F.
WAREHOUSE AREA	8621 S.F.
DETACHED WAREHOUSE:	
WAREHOUSE AREA	55,000 S.F.
TOTAL OFFICE:	13,514 S.F.
TOTAL WAREHOUSE:	14,121 S.F.
WIND DESIGN:	
ULTIMATE DESIGN WIND SPEED, V, ULT	115 MPH
NOMINAL DESIGN WIND SPEED, V, ASD	90 MPH
RISK CATEGORY	2
WIND EXPOSURE	B
INTERNAL PRESSURE COEFFICIENT	0.18
DETACHED WAREHOUSE STRUCTURE DATA:	
MAXIMUM BUILDING HEIGHT ALLOWED:	20'-0"
ACTUAL (PROPOSED):	17'-8 1/2"
2021 IECC REQUIREMENTS:	
ROOF:	INSULATION ENTIRELY ABOVE THE DECK R-30 CI
WALLS:	R-13 CAVITY INSULATION + R-10 CI
FLOOR (SLAB):	R-15 FOR 24-INCH BELOW SLAB (PERIMETER)



1 CONCEPTUAL SITE PLAN

3/32" = 1'-0"

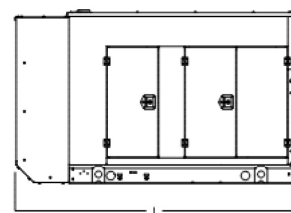


CODE DATA:

- 2021 INT'L BUILDING CODE
- 2021 INT'L MECHANICAL CODE
- ILLINOIS STATE PLUMBING CODE, LATEST EDITION, WITH LOCAL AMENDMENTS
- 2020 NATIONAL ELECTRICAL CODE
- 2021 ILLINOIS ENERGY CONSERVATION CODE WITH LOCAL AMENDMENTS
- 2019 NATIONAL FIRE ALARM CODE
- 2021 INT'L FIRE CODE

SITE PLAN KEYNOTES:

- 1 LOCATION OF OVERNIGHT PARKING FOR WORK VANS AND BOX TRUCK
- 2 40 KW INDUSTRIAL SPARK-IGNITED GENERATOR SET W/ WEATHER PROTECTION ENCLOSURE
MFR: GENERAC
MODEL NO. SG040
DIMENSIONS: 94.8" L x 38.0" W x 51.5" H

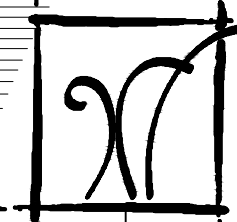


WEATHER PROTECTED ENCLOSURE	
L x W x H - in (mm)	94.8 (2,408) x 38.0 (965) x 51.5 (1,318)
Weight - lbs (kg)	Sheet 2,180 - 2,235 (989 - 1,013) Minimum 1,894 - 1,955 (859 - 891)

- 3 EXISTING DUAL-SIDE PODIUM SIGNAGE TO REMAIN. ACTUAL SIZE OF SIGN IS 3'-4" H x 6'-8" L (22.2 S.F.) - TYP. @ 2
- 4 NO NEW RTUs PROPOSED FOR THE EXISTING BUILDING OR THE PROPOSED NEW DETACHED WAREHOUSE

GENERAL WAREHOUSE NOTES:

- THIS PROPOSED WAREHOUSE WILL BE SUITABLE FOR WAREHOUSING (STORAGE). OPERATIONS SHALL NOT CREATE APPRECIABLE NUISANCES OR HAZARDS AND SHALL MEET THE PERFORMANCE STANDARDS RELATING TO NOISE, VIBRATION, SMOKE, FIRE HAZARD, TOXIC MATTER, ODOROUS MATTER AND GLARE PER LOCAL CODE.
- BUILDING SHALL MEET THE 2021 IECC REQUIREMENTS RELATING TO INSULATION AND OTHER UTILITY EFFICIENCY REQUIREMENTS.
- BUILDING WILL BE HEATED WITH AN INTERNAL HEATING SYSTEM (IE. UNIT HEATERS OR SIMILAR). NO ROOF TOP UNITS ARE INTENDED.
- EXTERIOR WALL MOUNTED LIGHT FIXTURES ON THE EAST FACADE WILL BE FLAT LENSED, FULL CUTOFF TYPE LUMINAIRES AND FULLY SHIELDED WITH A CUTOFF ANGLE NOT MORE THAN 90 DEGREES.
 - UNDER MOUNTED LIGHTING PROPOSED AT THE ENTRANCE CANOPY SHALL BE RECESSED AND FULL CUTOFF.
- THE WAREHOUSE WILL BE USED FOR LOW-HAZARD STORAGE, LOADING AND UNLOADING OF THE WORK TRUCKS.
- BUILDING WILL BE FULLY SPRINKLERED AND WILL HAVE AN APPROVED FIRE ALARM SYSTEM
- SERVICES TO THE PROPOSED DETACHED WAREHOUSE BUILDING INCLUDE WATER, GAS AND ELECTRIC.



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Proposed Remodeling for:

Broadway Electric /
Cornerstone
Contracting, Inc.

500 W. Algonquin Road
Mount Prospect, Illinois 60056

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	PZC FINAL SUBMISSION	3/18/25
	REVISED PER PZC	3/14/25
	PUD AMENDMENT REVIEW #2	2/26/25
	ISSUED FOR ZONING	1/16/25
No:	Description:	Date:

Project No: 24-15

Sheet Title:

Conceptual Site Plan and
Proposed Floor Plan - Detached
Warehouse

Sheet No:

LS-1


$$\overline{1/8'' = 1'-0''}$$

$$\overline{1/8'' = 1'-0''}$$

$$\overline{1/8'' = 1'-0''}$$

$$\overline{1/8'' = 1'-0''}$$

material notes:

EXTERIOR WALL:

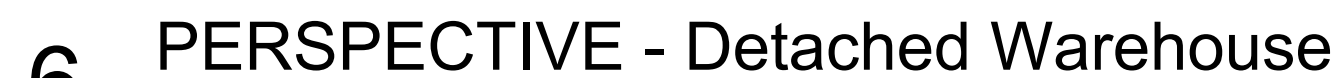
- WP-1 FIBER CEMENT CLADDING PANEL OVER METAL FRAMING OVER
STRUCTURAL GIRTS - TYP. (NICHHA OR EQUAL) - (RAINSCREEN)
- SB-1 STONE SILL BANDING
- WP-2 MANUFACTURED STONE PANEL (RAINSCREEN)

ROOF: STANDING SEAM OR SINGLE-PLY ROOFING MEMBRANE (LOW SLOPE)

NOTE: "BEI BLUE" IS A HUE OF NAVY BLUE



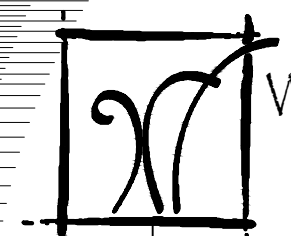
Not to Scale



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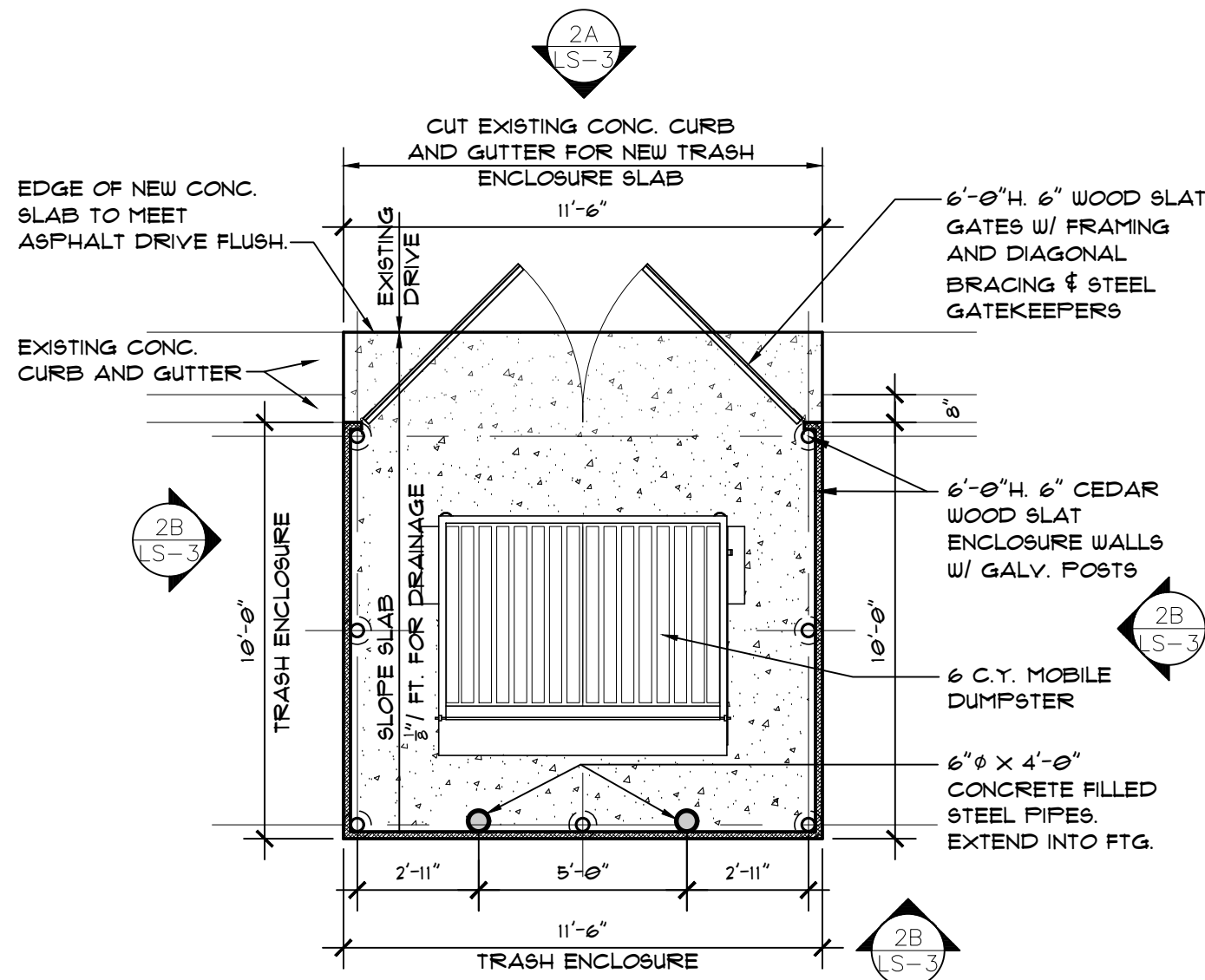
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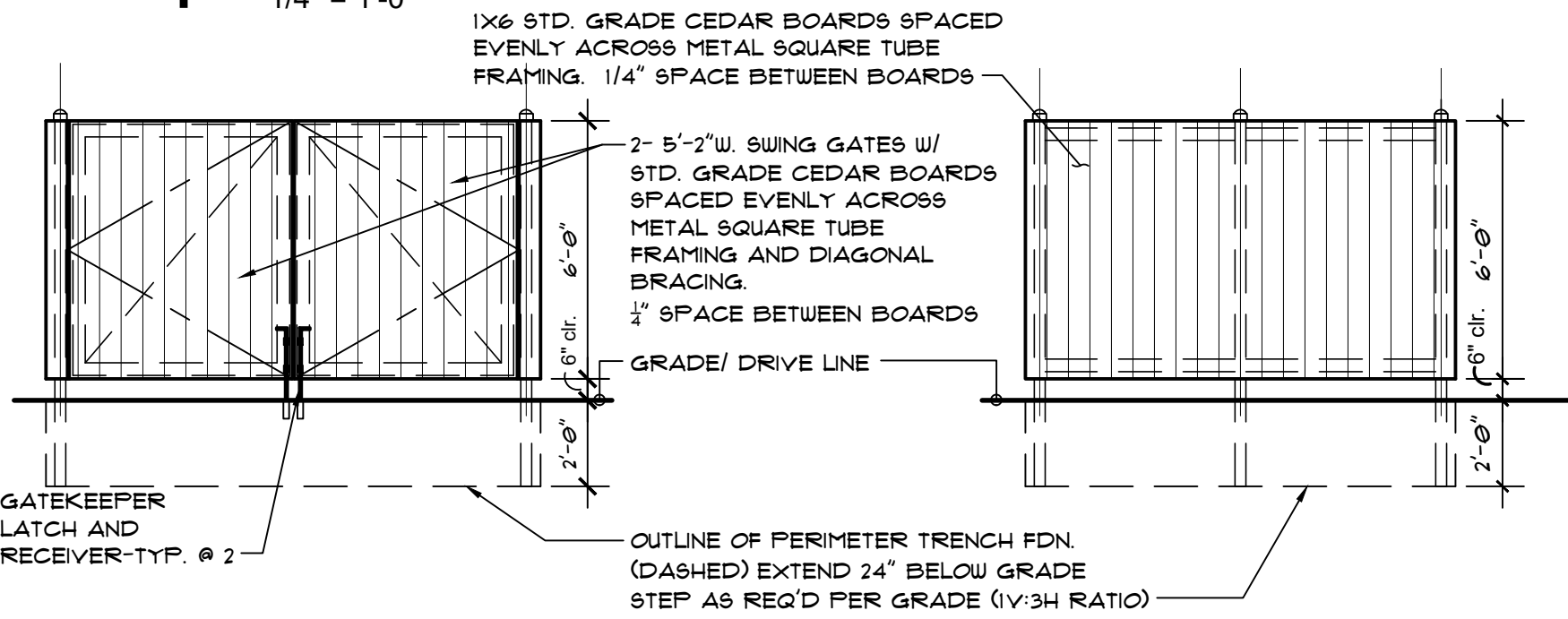
Exterior Elevations and Renderings

Sheet No:

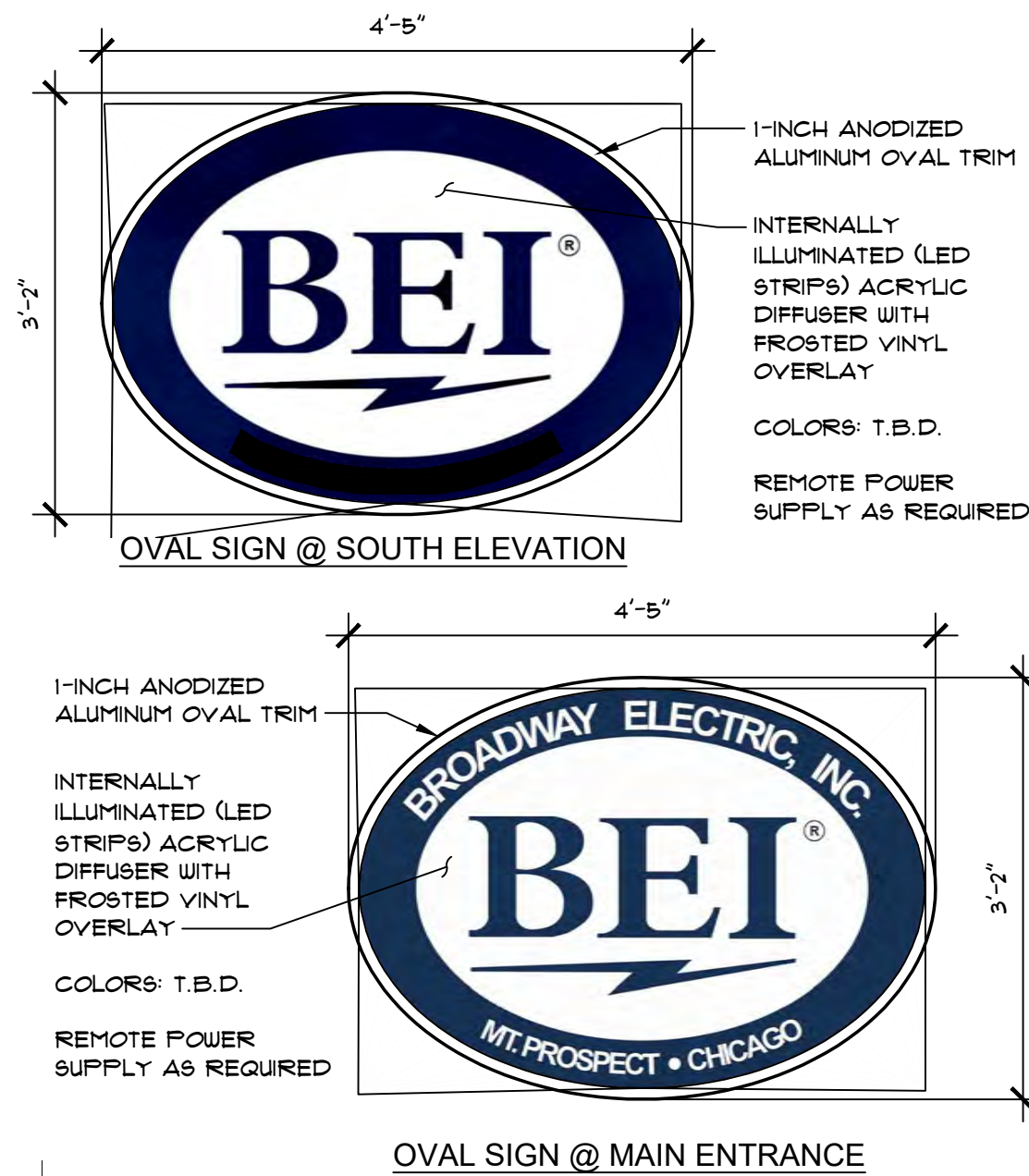
LS-2



1 TRASH ENCLOSURE PLAN
1/4" = 1'-0"



2 TRASH ENCLOSURE ELEVATIONS
1/4" = 1'-0"



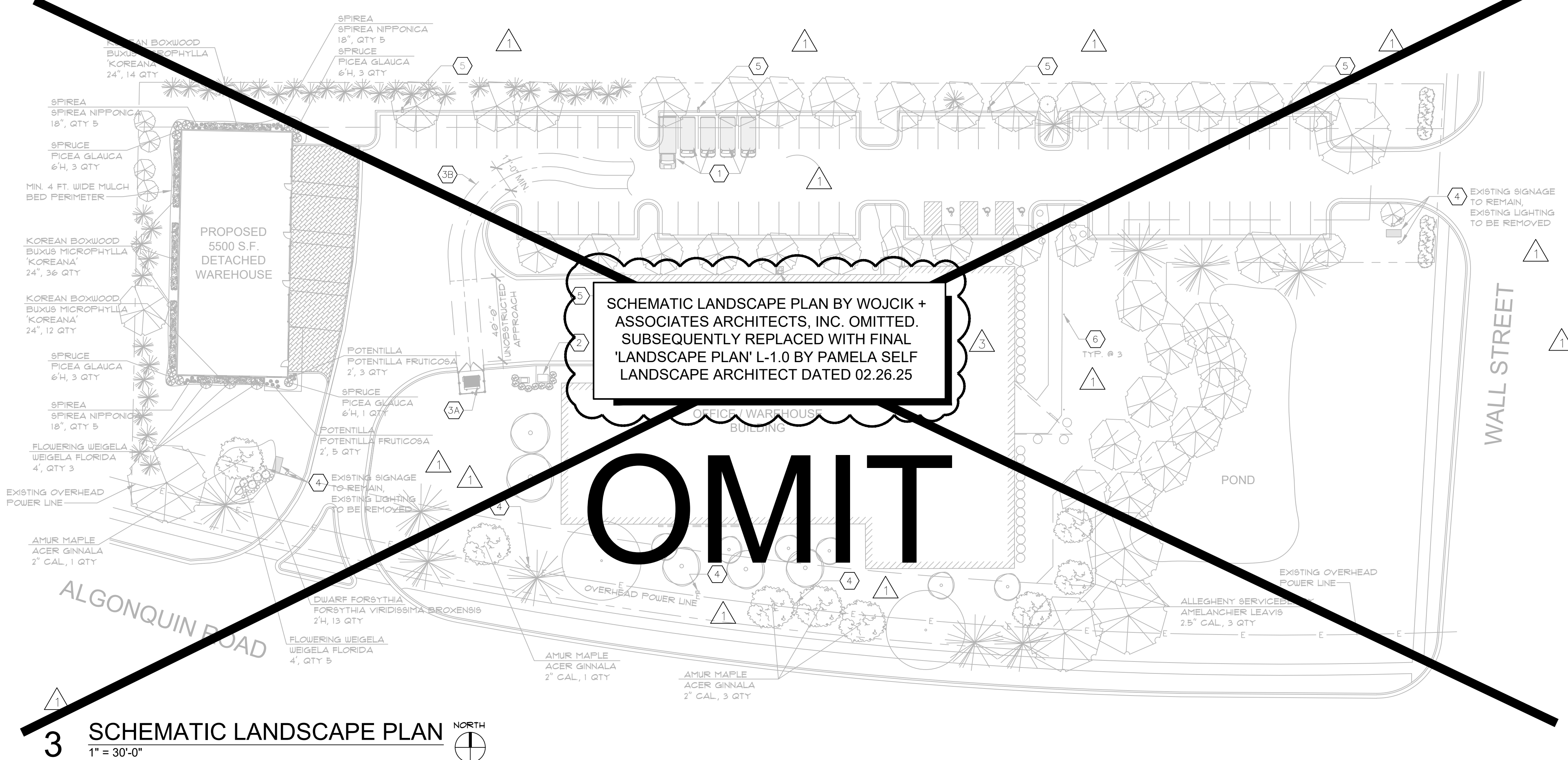
3 SCHEMATIC SIGNAGE DETAILS
3/4" = 1'-0"



4 FRONT ENTERANCE - Signage
Not to Scale



5 SOUTH ELEVATION - Signage
Not to Scale



3 SCHEMATIC LANDSCAPE PLAN
1" = 30'-0"

LEGEND: PROPOSED NEW LANDSCAPING

SYMBOL	DESCRIPTION
	AMUR MAPLE OR ALLEGHENY SERVICEBERRY
	FLOWERING WEIGELA
	SPRUCE
	POTENTILLA
	FLOWERING WEIGELA
	DWARF FORSYTHIA
	KOREAN BOXWOOD

NOTE: ALL LANDSCAPE MATERIALS ARE SCHEMATIC. REFER TO LANDSCAPE ARCHITECTURE DRAWINGS (T.B.D.).

LANDSCAPE PLAN KEYNOTES:

- NOT USED
- EXISTING ELECTRICAL TRANSFORMER AND NEW GENERATOR WITH NEW LANDSCAPE SCREEN. CONIFEROUS TREES / SHRUBBERY OF A HEIGHT MINIMALLY EQUAL TO THE HEIGHT OF THE ELECTRICAL TRANSFORMER FOR ADEQUATE SCREENING (SPECIES TO BE DETERMINED)
- 12'W X 18'D X 6' H, SOLID WOOD FENCED / GATED TRASH ENCLOSURE ON CONCRETE SLAB, SIZED FOR 6-YD DUMPSTER. CUT EXISTING CURB AND EXCAVATE WHERE REQUIRED FOR TOP OF NEW SLAB TO BE FLUSH WITH ADJACENT ASPHALT DRIVE
- FRONT LOAD GARBAGE TRUCK APPROACH, 30-DEGREE VEHICLE APPROACH (TURNING RADIUS 45-DEGREE), 40-FOOT UNOBSTRUCTED APPROACH IN FRONT OF CONTAINER
- EXISTING GROUND MOUNTED FLOOD LIGHT FIXTURE TO BE REMOVED (1-TOTAL). BOTH EXISTING PODIUM SIGNS ARE TO REMAIN AS IS - NO CHANGE. NEW LIGHT FIXTURES ARE TO BE SPECIFIED ON FUTURE CONSTRUCTION DOCUMENTS FOR THE (PHASE 2) EXTERIOR REMODELING PROJECT
- EXISTING PARKING LOT LAMPS TO BE REPLACED WITH NEW. EXISTING POLES TO REMAIN.
- EXISTING BOLLARD LIGHTS ALONG CONCRETE SIDEWALK TO BE REPLACED WITH NEW
- PREPARE EXISTING GRADE AS REQUIRED TO ACCOMMODATE NEW EXTERIOR CONCRETE LANDING AT EXISTING DOOR. MINIMUM DIMENSION 40-INCH W X 44-INCH L

Proposed Remodeling for:

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PZC FINAL SUBMISSION		3/18/25
REVISED PER PZC		3/14/25
PUD AMENDMENT REVIEW #2		2/26/25
REV'D PLAN DIV. COMMENTS		2/13/25
ISSUED FOR ZONING		1/16/25

No: Description: Date:

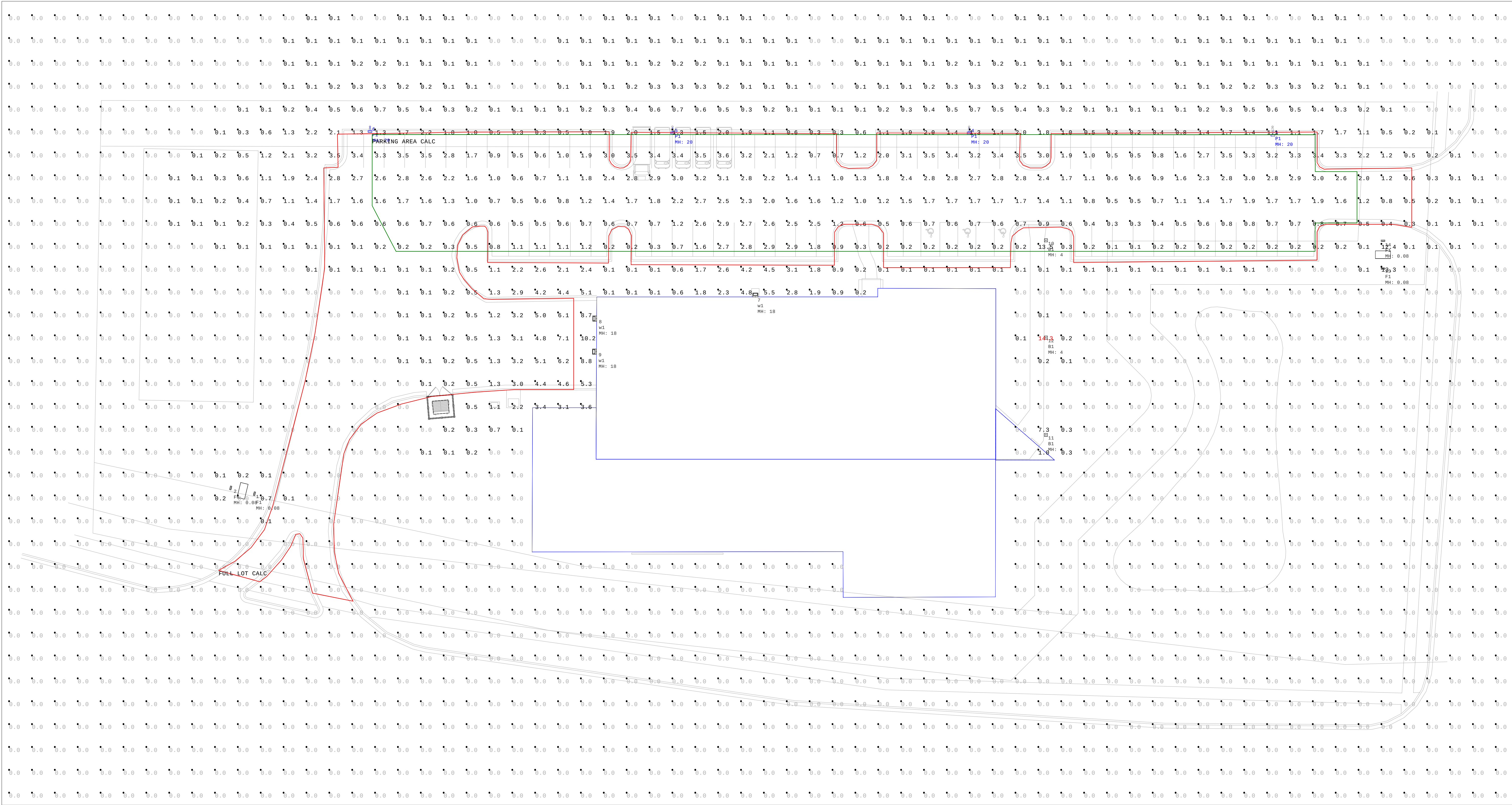
Project No: 24-15

Sheet Title:

Trash Enclosure, Signage
and Signage Elevations

Sheet No:

LS-3



Not to Scale

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	Manufacturer	Description	Arrangement	Luminaire Lumens	Luminaire Watts	LLF
	3	B1	EXO	FN2-12LU-4K-XX	Single	941	26.9	0.900
	4	F1	EXO	LSP-LSCS (1000LM, 4000K)	Single	1015	7.92	0.900
	4	P1	EXO	RAR1-160L-100-4K7-3-U	Single	12010	87.9	0.900
	3	w1	BEACON	RWL2-160L-80-4K-4F	Single	10259	80	0.900

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	
500 W ALGONQUIN CALC	Illuminance	Fc	0.29	14.3	0.0	N.A.	N.A.	
FULL LOT CALC	Illuminance	Fc	1.28	7.1	0.0	N.A.	N.A.	
PARKING AREA CALC	Illuminance	Fc	1.58	13.5	0.1	135.00	15.80	

NOTES

PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.

ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.

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FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.

FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.

CALCULATION GRID VALUES 10'-0" O.C.



enlighten

PROJECT NAME:

500 ALGONQUIN RD, MOUNT PROSPECT, IL 60056

CLIENT NAME:

BROOKMAN GROUP CONSULTING ENG

DRAWN BY:

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PG CONTACT:

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REVISIONS

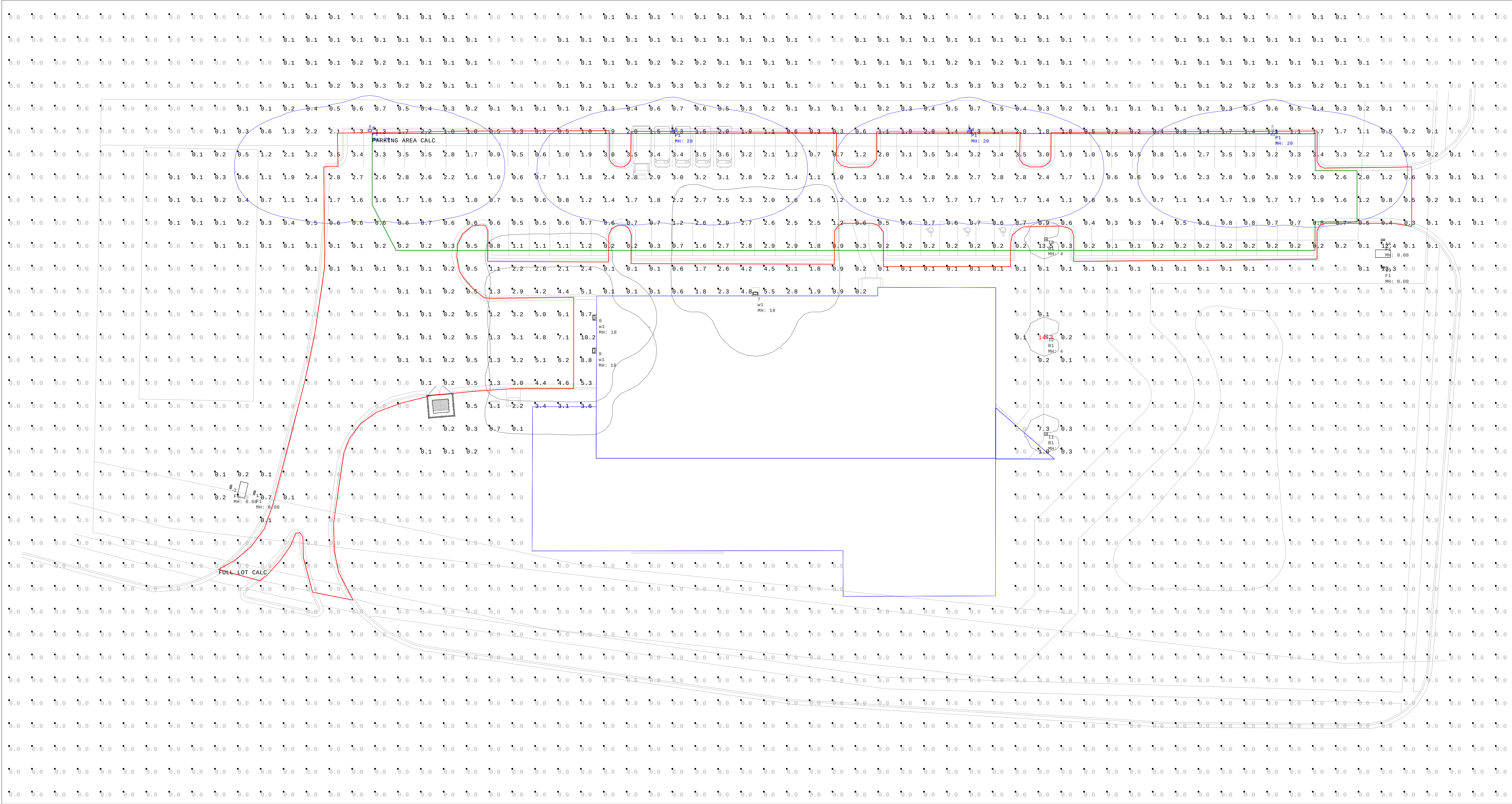
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DATE:

Date:3/7/2025

PAGE:

Page 1 of 4



Not to Scale

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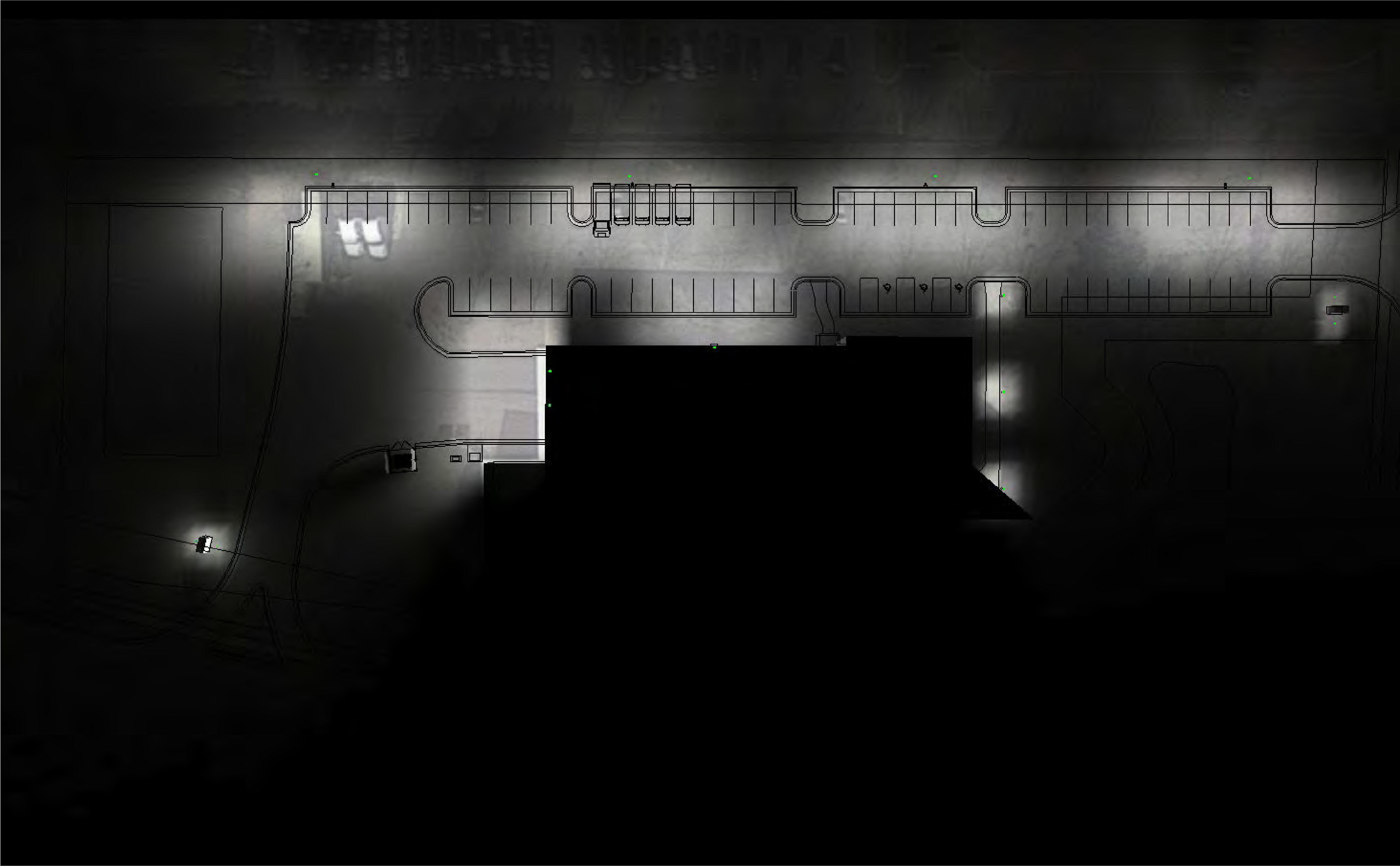
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	1	2	3
DESCRIPTION	XX/XX/XXXX	XX/XX/XXXX	XX/XX/XXXX

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Page 2 of 4



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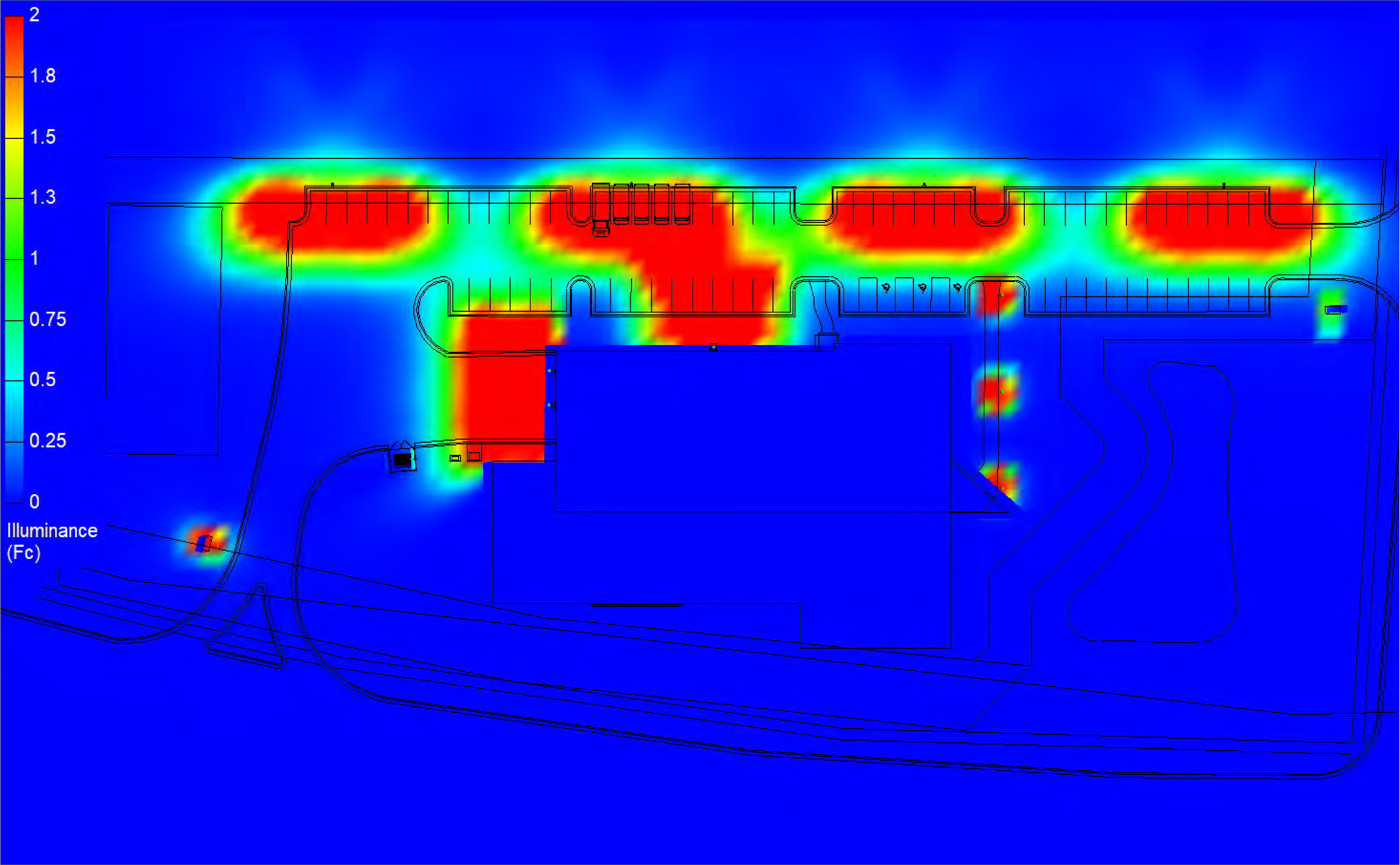
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708.826.5600

1	XX/XX/XXXX	DESCRIPTION
2	XX/XX/XXXX	DESCRIPTION
3	XX/XX/XXXX	DESCRIPTION

Page 81 of 211

PLANT LIST

SHADE TREES					
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
ARP	2	2.5"	Acer ruhrum Frank Jr.' PP 16764	Redpointe Maple	Specimen, symmetrical
CEO	2	2.5"	Celtis occidentalis	Common Hackberry	Specimen, symmetrical
GTS	2	2.5"	Gleditsia triacanthos var. inermis 'Skycole'	Skyline Thornless Honeylocust	Specimen, symmetrical
GYD	1	2.5"	Gymnocladus dioica	Kentucky Coffee tree	Specimen, symmetrical
QUB	1	2.5"	Quercus bicolor	Swamp White Oak	Specimen, symmetrical
ORNAMENTAL TREES					
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
ZER	1	5'	Cercis canadensis	Eastern Redbud	Specimen, clump form
SYR	1	5'	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	Specimen, clump form
SHRUBS					
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
BUX	38	24"	Buxus x 'Green Velvet'	Green Velvet Boxwood	Full branching to ground
CSI	24	3'	Cornus sericea 'Isanti'	Isanti Redosier Dogwood	Full branching to ground
DKR	11	24"	Dierilla 'S2X28254H'	Kodiak Red Dierilla	Full branching to ground
HYI	7	24"	Hydrangea arborescens 'Abetno'	Incrediball Hydrangea	Full branching to ground
JCS	37	24"	Juniperus var. sargentii	Sargent Juniper	Full branching to ground
JSE	7	3'	Juniperus chinensis 'Sea Green'	Sea Green Juniper	Full branching to ground
RHG	13	24"	Rhus aromatica 'Sera-Low'	Sera-Low Fragrant Sumac	Full branching to ground
ROS	30	24"	Rosa 'Mejacos'	Pink Drift Rose	Full branching to ground
SPD	4	24"	Spiraea japonica 'NCSX2'	Double Play Dazzle Spirea	Full branching to ground
SYB	16	3'	Syringa 'SWSJBFT'	Blooming Dark Purple Lilac	Full branching to ground
THT	3	6'	Thuja occidentalis 'Technyl'	Mission Arborvitae	Full branching to ground
TMT	5	24"	Taxus x media 'Tauntoni'	Taunton Yew	Full branching to ground
TOS	17	6'	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	Full branching to ground
ORNAMENTAL GRASSES AND GROUNDCOVER					
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
ZKF	107	1 gal.	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	Container
SPO	114	1 gal.	Sporobolus heterolepis	Prairie Dropseed	Container
VIN	16	Flats	Vinca minor	Periwinkle	24 plants/Flat; 8" o.c.

LANDSCAPE NOTES

PLANT MATERIALS OF ALL TYPES AND SPECIES SHALL BE INSTALLED IN ACCORDANCE WITH THE MINIMUM TECHNICAL SPECIFICATIONS OF THE VILLAGES "ARBORICULTURAL STANDARDS MANUAL" (SEE SECTION 4.105 OF THE VILLAGE CODE), INCLUDING THE GUARANTEE AND REPLACEMENT SECTIONS.

PRUNE/REMOVE ALL DEAD AND BROKEN BRANCHES FROM EXISTING TREES AND FOUNDATION SHRUBS.

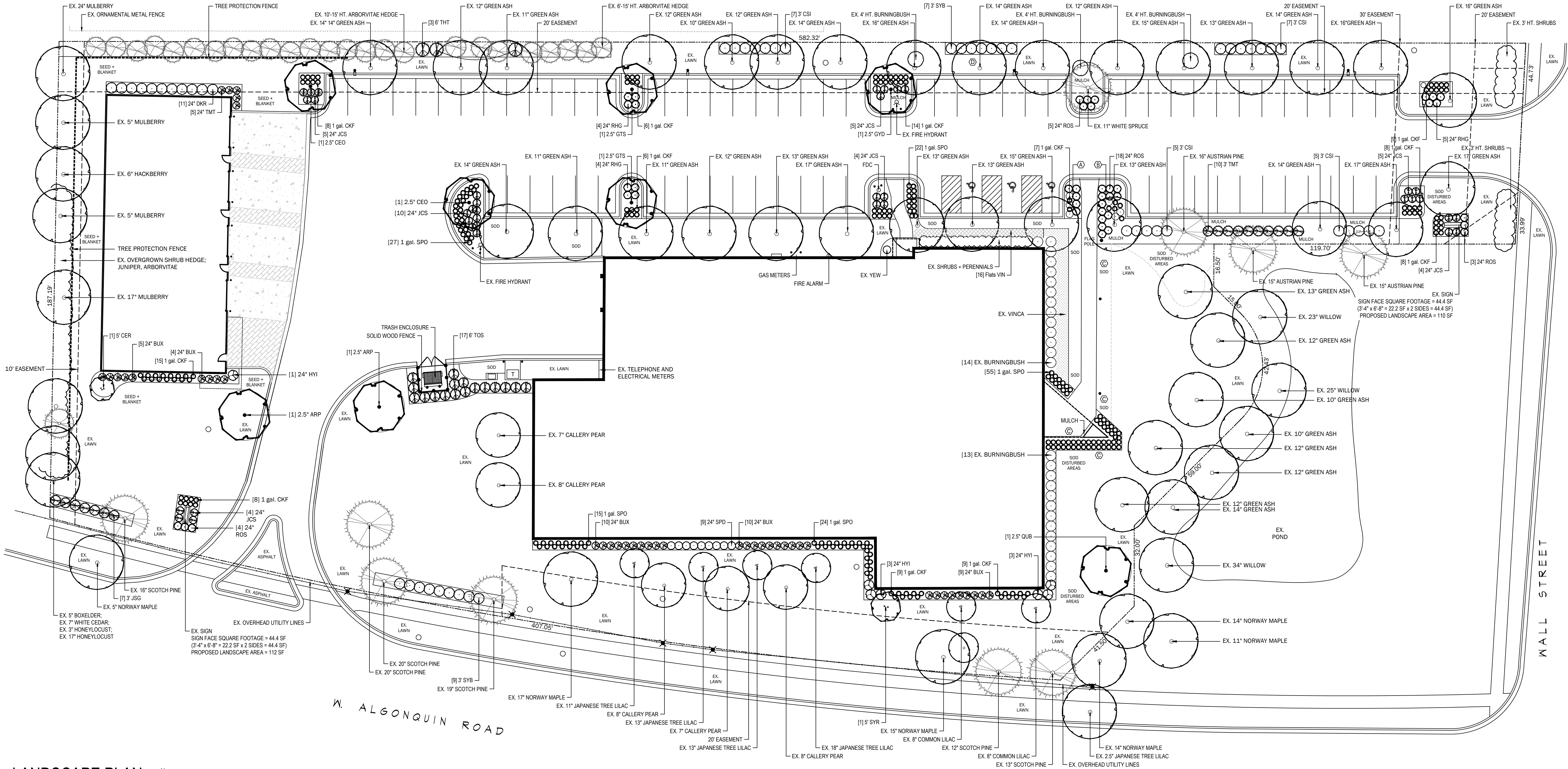
SOD TO BE SALT-TOLERANT.

① REMOVE EX. GRAVEL AND ROCKS; BACKFILL WITH CLEAN TOPSOIL. REMOVE EX. (2) DEAD BURNINGBUSH, EX. FEATHER REED GRASS TO REMAIN.

② REMOVE EX. GRAVEL AND ROCKS; BACKFILL WITH CLEAN TOPSOIL. REMOVE EX. SHRUBS, EX. FEATHER REED GRASS TO REMAIN.

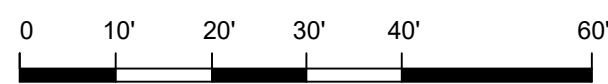
③ REMOVE EX. GRAVEL AND ROCKS; BACKFILL WITH CLEAN TOPSOIL. REMOVE EX. SHRUBS, ORNAMENTAL GRASSES AND GROUNDCOVER. SOD DISTURBED AREA.

④ REMOVE EX. REDCEDAR (VOLUNTEER). SOD DISTURBED AREA.



LANDSCAPE PLAN

SCALE: 1"=20'-0"



Project Team:

Wojcik + Associates Architects, inc.
265 Cottonwood Dr.
Elk Grove Village, IL
847.439.0815

Broadway Electric/
Cornerstone
Contracting, Inc.

500 W. Algonquin Road
Mt. Prospect, Illinois

Date Revision

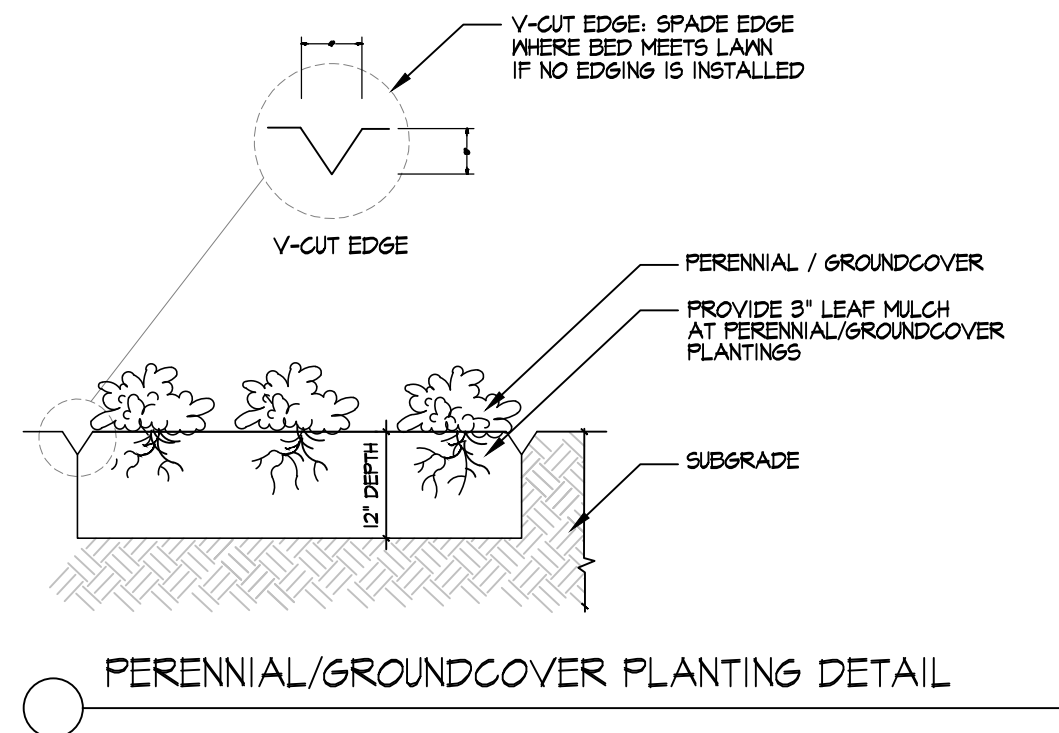
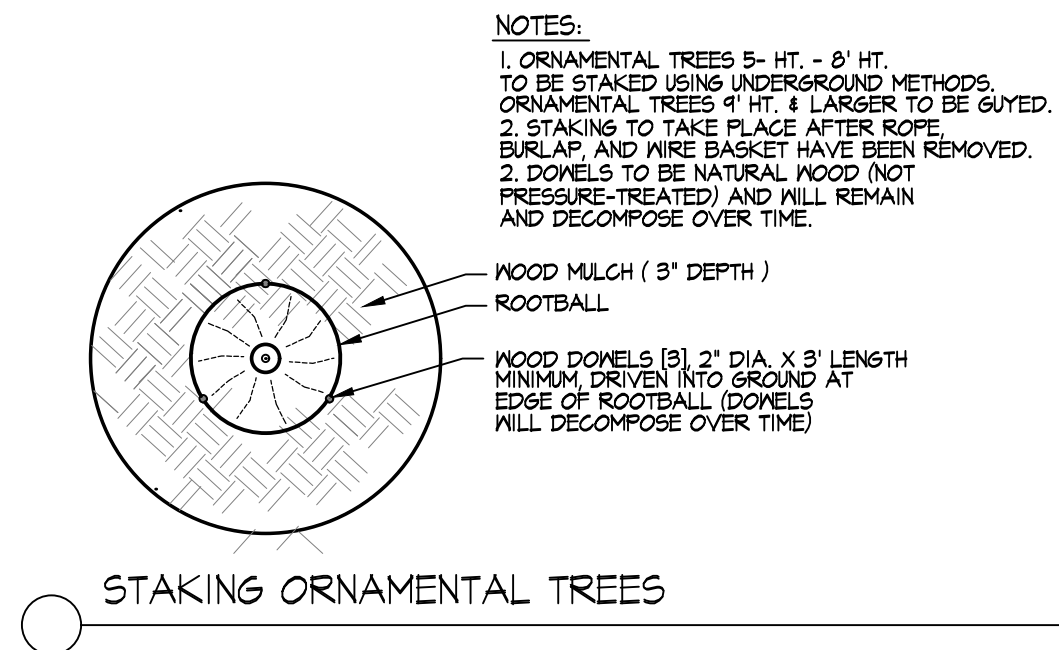
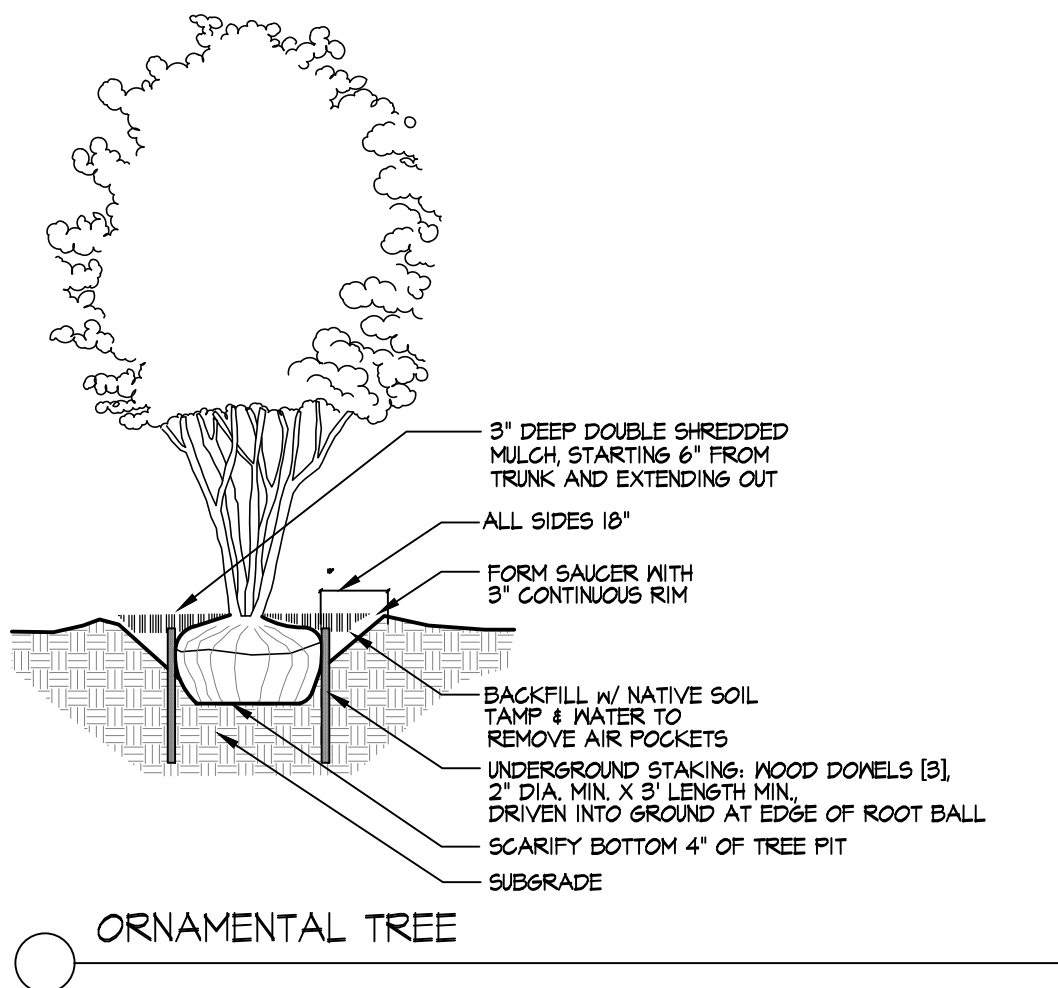
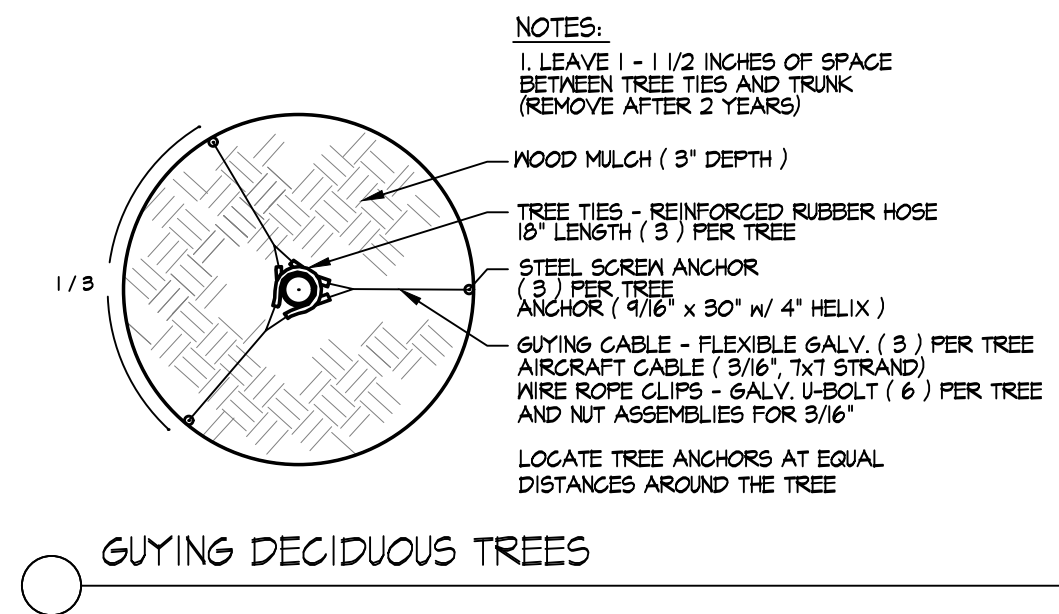
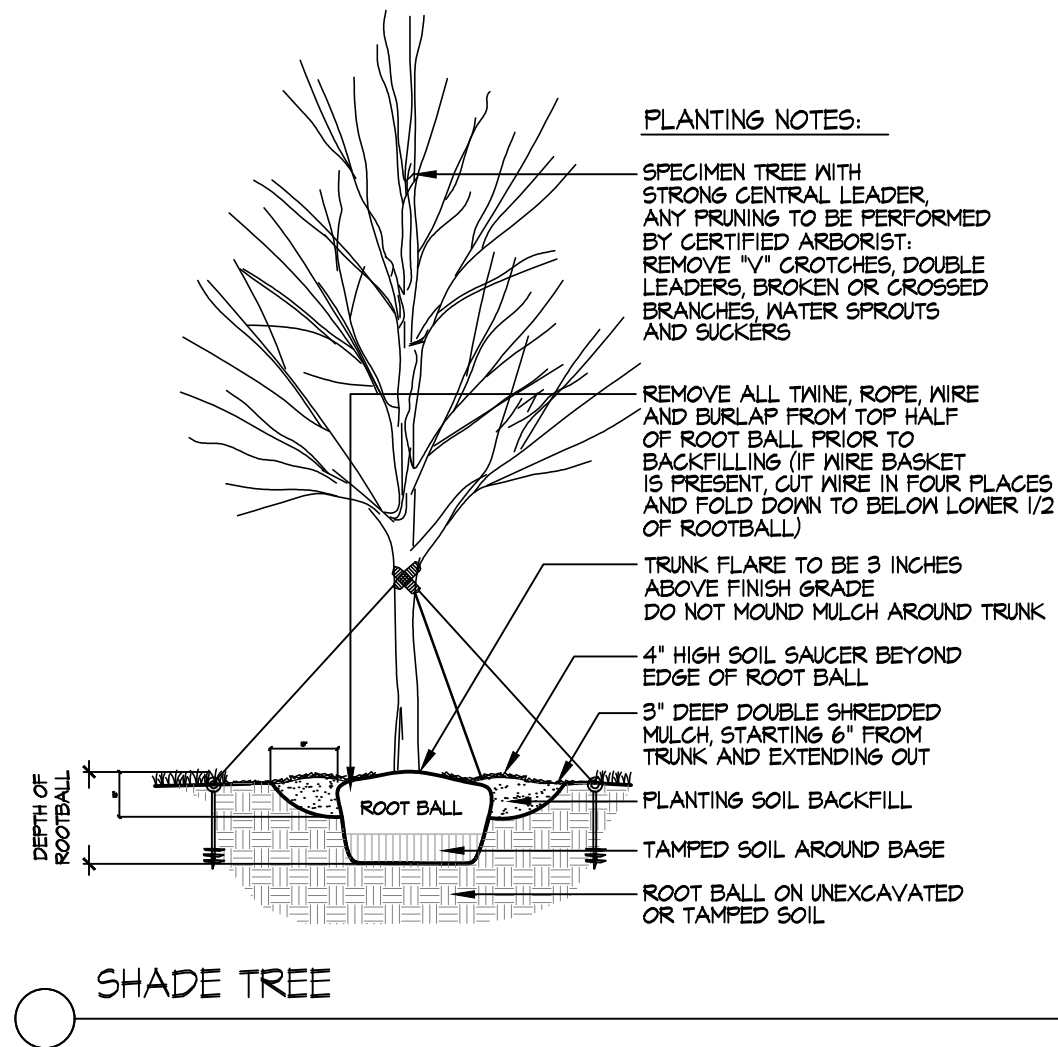
02.21.25

02.26.25 VILLAGE COMMENTS

Landscape Details

Sheet

L-2.0



NOTES

- In general, contractor should become familiar with the site and with scope of work prior to the submission of bid proposal and should notify Landscape Architect (LA) and/or owner of any discrepancies between the drawings and existing site conditions.
- Bid Proposal shall show unit prices and quantities for all items shown on this drawing.
- Contractor shall follow and conform to the Village of Mt. Prospect, IL building codes.
- Job site safety and means and methods of construction are the responsibility of the Contractor.
- Contractor shall excavate and dispose of excavated materials off site.
- Contractor shall be responsible for any damage to buildings or site as a result of executing the work which is part of this contract or additional work which may be added to this contract at a later date.
- Site shall be kept clean at all times and shall be thoroughly cleaned at the end of each working day.
- Driveways shall be unobstructed at all times and consideration for the neighboring properties maintained.
- Determine and verify exact locations of all underground utilities in the field before work begins. Call JULIE 1-800-892-0123 (48 hours) before you dig, excluding Saturdays, Sundays, and holidays.
- Plants and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn.
- Landscape Architect not responsible for installation permits unless otherwise noted.
- Determine subsoil conditions and subsurface drainage requirements of all plant material.
- Removals:** Contractor shall clear existing plant material and weeds as needed where new planting is provided per plan. New topsoil shall be provided and/or amended as needed to fine grade planting areas.
- Topsoil:** Any new topsoil shall be fertile, pulverized, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds, stones larger than 1" in any dimension and other extraneous or toxic matter harmful to plant growth. Soil shall have acidity range of pH 5-7, not less than 3% humus as determined by loss on ignition of moisture free samples dried at 100 degrees centigrade, less than 60% of material passing VSS #100 sieve consists of clay by dried weights of material.
- Amend Existing Soil:** Amend existing soil in all planting beds. Amended soil shall be 25% mushroom compost and 75% existing soil backfill. Rototill amendments into planting beds.
- Plant Material:** The Landscape Architect reserves the right to personally select any or all nursery stock prior to digging. All plant material shall bear the same relationship to the new grade as they bore to the previous (nursery) grade. Comply with sizing and grading standards of the latest edition 'American Standard for Nursery Stock'. All plants are subject to inspection by the Landscape Architect at the job site or nursery.
- Plant Installation:** Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and face to give the best appearance or relationship to each other or adjacent structure. Do not fill around trunks or stems. Do not use frozen or muddy mixture for backfilling. Supply a minimum of 12" of soil mix on all sides of rootballs for trees and shrubs unless otherwise noted. Plant groundcover and perennials and tamp down soil around pot so pot does not heave in frost. Water in before applying mulch. Do not cover foliage with mulch. Balled roots shall be protected from drying out and care taken to prevent the ball from freezing.
- Mulch:** Provide 3" loose measure of mulch throughout all planting areas excluding groundcover beds. Mulch to be 6 month old, well rotted, shredded, hardwood bark mulch, not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- Irrigation:** Provide automatic irrigation system for all new plantings.
- Watering:** LC to water installed plant materials for the entire first season to supplement irrigation as needed.
- Sod:** Supply and install new bluegrass blend sod as shown on plan. Place sod on min. 4" depth rolled, fine graded, pulverized topsoil. Guarantee new sod for 30 days. Time delivery of sod so that sod will be placed within 24 hours after shipping. Protect sod against drying and breaking of rolled strips. If new sod is laid late in the Fall, the guarantee shall be extended into the Spring of the next growing season.
- Seed:** Supply and install new seed, Kentucky Bluegrass Blend on minimum 4" depth rolled, fine graded, pulverized, topsoil as needed. Straw mat to cover seed.
- Repair Disturbed Areas:** All disturbed areas shall be repaired and fine graded and topdressed with a minimum 4" depth, rolled, pulverized topsoil. All excess soil not used in repair of disturbed areas shall be removed from site. Sod or seed and blanket all repaired areas as shown on plan.
- Bed Edge:** Spade edge where bed meets lawn if no edging is installed.
- Upon completion of all landscape work, the LC shall notify the LA and owner for approval and acceptance. LC shall guarantee all work and plant material for a minimum of one year, after acceptance by the LA and owner, of completed landscape work.

LANDSCAPE NOTES

PLANT MATERIALS OF ALL TYPES AND SPECIES SHALL BE INSTALLED IN ACCORDANCE WITH THE MINIMUM TECHNICAL SPECIFICATIONS OF THE VILLAGES' ARBORICULTURAL STANDARDS MANUAL (SEE SECTION 4.105 OF THE VILLAGE CODE), INCLUDING THE GUARANTEE AND REPLACEMENT SECTIONS.

PRUNE/REMOVE ALL DEAD AND BROKEN BRANCHES FROM EXISTING TREES AND FOUNDATION SHRUBS.

SOD TO BE SALT-TOLERANT.

① REMOVE EX. GRAVEL AND ROCKS; BACKFILL WITH CLEAN TOPSOIL. REMOVE EX. (2) DEAD BURNINGBUSH. EX. FEATHER REED GRASS TO REMAIN.

② REMOVE EX. GRAVEL AND ROCKS; BACKFILL WITH CLEAN TOPSOIL. REMOVE EX. SHRUBS. EX. FEATHER REED GRASS TO REMAIN.

③ REMOVE EX. GRAVEL AND ROCKS; BACKFILL WITH CLEAN TOPSOIL. REMOVE EX. SHRUBS, ORNAMENTAL GRASSES AND GROUNDCOVER. SOD DISTURBED AREA.

④ REMOVE EX. RED CEDAR (VOLUNTEER). SOD DISTURBED AREA.

PLANTING DATA BOX - PERIMETER LANDSCAPING

NORTH LOT LINE - 502.32'		LENGTH	
ADJACENT TO PUBLIC RIGHT-OF-WAY:	0'	ADJACENT TO NONRESIDENTIALLY ZONED PROPERTY:	502.32'
ADJACENT TO RESIDENTIAL PROPERTY:	0'	ADJACENT TO RESIDENTIAL PROPERTY:	0'
TOTAL TREES		REQUIRED	PROPOSED
TOTAL SHRUBS/LANDSCAPING - 50% AT 3' HT.		(8) shade trees 241 lf	(15) ex. shade trees 46 lf ex. shrubs (at Mall Street) + (21) new 3' ht. shrubs
EAST LOT LINE - 404.85'		LENGTH	
ADJACENT TO PUBLIC RIGHT-OF-WAY:	78.12'	ADJACENT TO NONRESIDENTIALLY ZONED PROPERTY:	78.12'
ADJACENT TO RESIDENTIAL PROPERTY:	0'	ADJACENT TO RESIDENTIAL PROPERTY:	0'
TOTAL TREES		REQUIRED	PROPOSED
TOTAL SHRUBS/LANDSCAPING - 50% AT 3' HT.		(6) shade trees 202 lf	(4) ex. shade trees + (1) new shade tree 46 lf ex. shrubs (at Mall Street) + (1) ex. evergreen tree + (20) new shrubs
SOUTH LOT LINE - 407.05'		LENGTH	
ADJACENT TO PUBLIC RIGHT-OF-WAY:	407.05'	ADJACENT TO NONRESIDENTIALLY ZONED PROPERTY:	407.05'
ADJACENT TO RESIDENTIAL PROPERTY:	0'	ADJACENT TO RESIDENTIAL PROPERTY:	0'
TOTAL TREES		REQUIRED	PROPOSED
TOTAL SHRUBS/LANDSCAPING - 50% AT 3' HT.		(6) shade trees 204 lf	(6) ex. shade trees (6) ex. evergreen trees + (6) ex. ornamental trees + (1) new ornamental tree + (16) new 3' ht. shrubs
WEST LOT LINE - 187.14'		LENGTH	
ADJACENT TO PUBLIC RIGHT-OF-WAY:	0'	ADJACENT TO NONRESIDENTIALLY ZONED PROPERTY:	187.14'
ADJACENT TO RESIDENTIAL PROPERTY:	0'	ADJACENT TO RESIDENTIAL PROPERTY:	0'
TOTAL TREES		REQUIRED	PROPOSED
TOTAL SHRUBS/LANDSCAPING - 50% AT 3' HT.		(3) shade trees 44 lf	(8) ex. shade trees (1) ex. evergreen tree + 116 lf ex. overgrown shrub hedge

PLANT LIST

SHADE TREES				
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
ARP	2	2 1/2"	Acer rubrum 'Frank Jr.' PP 16764	Redpointe Maple
CEO	2	2 1/2"	Celtis occidentalis	Common Hackberry
GTS	2	2 1/2"	Gleditsia triacanthos var. inermis 'Skycole'	Skyline Thornless Honeylocust
GVD	1	2 1/2"	Gymnocladus dioica	Kentucky Coffeetree
QUB	1	2 1/2"	Quercus bicolor	Swamp White Oak
ORNAMENTAL TREES				
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
CER	1	5'	Cercis canadensis	Eastern Redbud
SYL	1	5'	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac
SHRUBS				
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
BUX	30	24"	Buxus x 'Green Velvet'	Green Velvet Boxwood
CS1	24	3"	Cornus sericea 'Isanti'	Isanti Redosier Dogwood
DKR	11	24"	Diervilla '62XB5411'	Kodak Red Diervilla
HY1	7	24"	Hydrangea arborescens 'Abetno'	Incrediball Hydrangea
JCS	37	24"	Juniperus var. sargentii	Sargent Juniper
JSG	7	3"	Juniperus chinensis 'Sea Green'	Sea Green Juniper
RHS	15	24"	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac
ROS	30	24"	Rosa 'Majestas'	Pink Drift Rose
SPD	4	24"	Spiraea japonica 'NCSX2'	Double Play Doozie Spirea
STB	16	3"	Syringa 'SM5-BPM'	Blomaring Dark Purple Lilac
THT	3	6'	Thuja occidentalis 'Technyl'	Mission Arborvitae
TMT	5	24"	Taxus x media 'Tautoni'	Tauton Yew
TOT	10	3"	Taxus x media 'Tautoni'	Tauton Yew
TTS	17	6'	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae
ORNAMENTAL GRASSES AND GROUNDCOVER				
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
CAF	107	1 gal.	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass
SPO	114	1 gal.	Sporobolus heterolepis	Prairie Dropseed
VIN	16	Flats	Vinca minor	Periwinkle

TREE NOTES

ALL EXISTING TREES TO REMAIN, UNLESS NOTED TO BE REMOVED (EXISTING TREES NO. 21, 22, 46, 55, 56, 57).

LOCATION OF EXISTING TREES ARE APPROXIMATE; FIELD VERIFY EXACT LOCATIONS.

PRUNE/REMOVE ALL DEAD AND BROKEN BRANCHES FROM EXISTING TREES.

ALL GRADING AND CONSTRUCTION EQUIPMENT SHALL BE FORBIDDEN FROM ENCROACHING WITHIN THE DRIP LINE OF A TREE.

CRUSHED LIMESTONE, HYDROCARBONS AND OTHER MATERIALS DETRIMENTAL TO TREES SHALL NOT BE DUMPED WITHIN THE DRIP LINE OF ANY TREE NOR AT ANY HIGHER LOCATION WHERE DRAINAGE TOWARD THE TREE COULD CONCEIVABLY AFFECT THE HEALTH OF THE TREE.

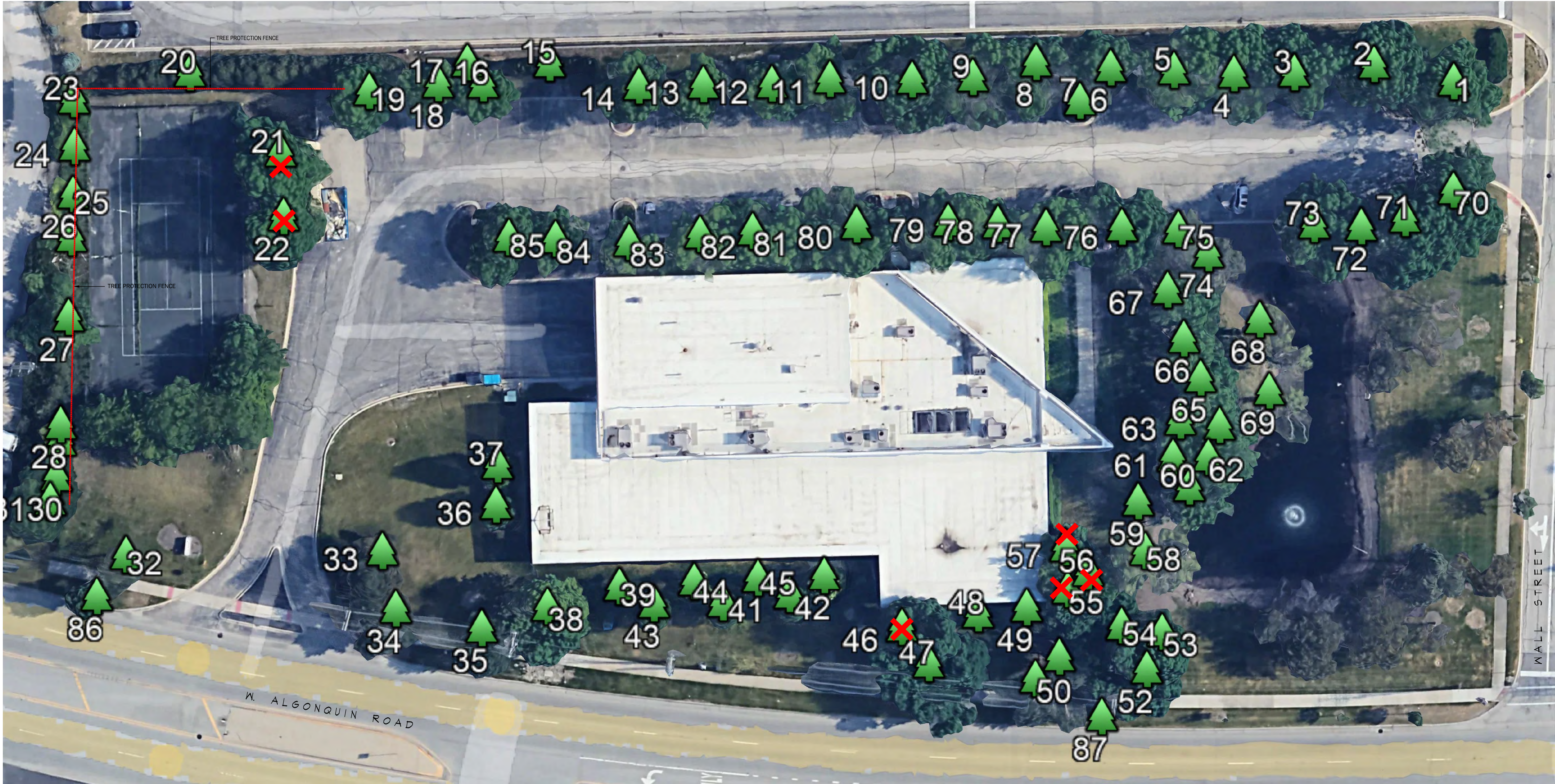
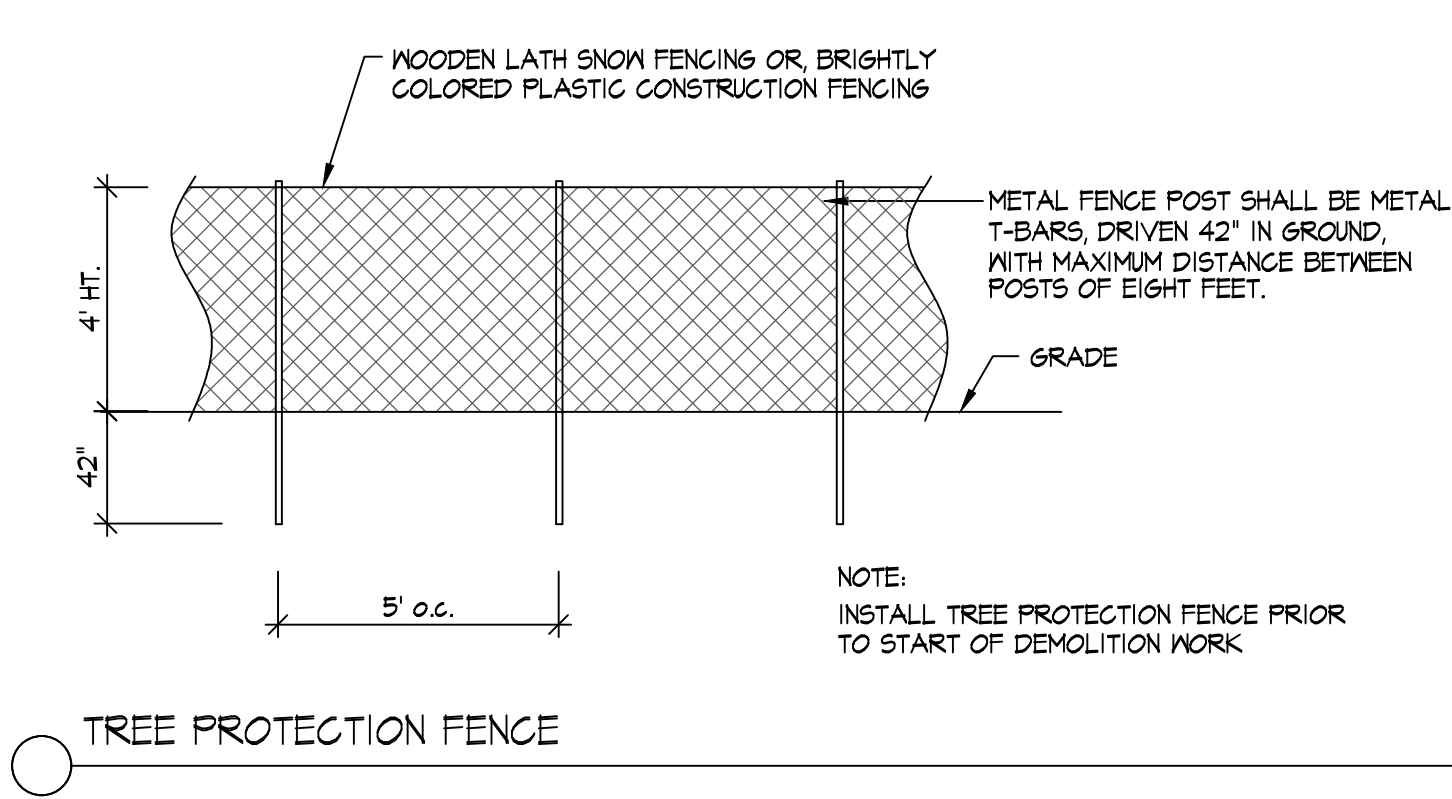
TREE PROTECTION FENCING SHALL BE TEMPORARILY INSTALLED AT THE PERIPHERY OF THE TREE'S DRIP LINE (SEE PLAN FOR FENCE LOCATION).

NO GRADE CHANGES SHALL BE ALLOWED UNDER DRIP LINE OF ANY TREES LOCATED ON THE TREE SURVEY.

 EXISTING TREE TO BE REMOVED

 TREE PROTECTION FENCE

SEE SHEET T-2.0 FOR TREE TAG NUMBERS



TREE INVENTORY/PRESERVATION PLAN

SCALE: 1"=20'-0"

0 10' 20' 30' 40' 60'

NOT FOR CONSTRUCTION

LANDSCAPE ARCHITECTURE

pamelaself

202 South Cook Street Ste #212-214
Barrington, Illinois 60010
847.438.4922
www.pamelaself.com

Project Team:

Wojcik + Associates Architects, inc.
265 Cottonwood Dr.
Elk Grove Village, IL
847.439.0815

Broadway Electric/
Cornerstone
Contracting, Inc.

500 W. Algonquin Road
Mt. Prospect, Illinois

Date	Revision
02.21.25	
02.26.25	VILLAGE COMMENTS

Tree Inventory/Preservation
Plan

Sheet

T-1.0

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Page 04 of 211

Project Team:

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Mt. Prospect, Illinois

Date Revision

02.21.25
02.26.25 VILLAGE COMMENTS

Tree Details

Sheet

T-2.0

TREE NOTES

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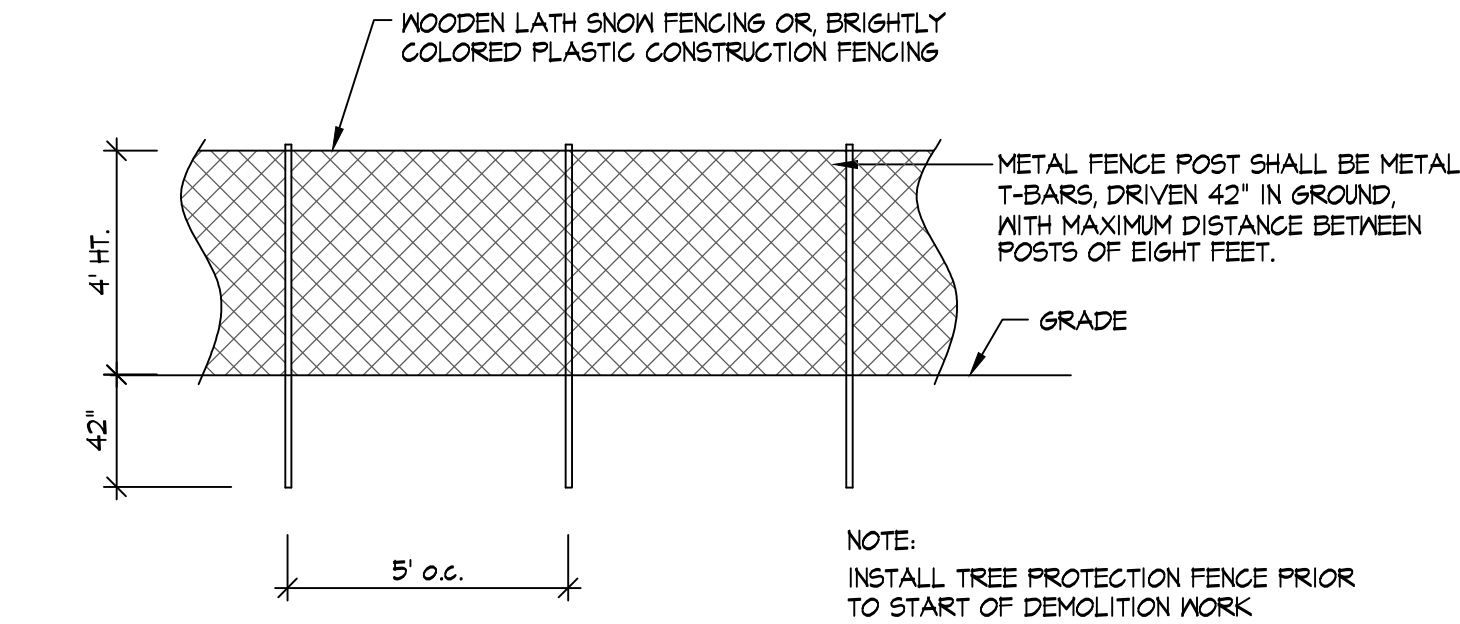
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✕ EXISTING TREE TO BE REMOVED

--- TREE PROTECTION FENCE



TREE PROTECTION FENCE

TREE INVENTORY

Common Name	Scientific Name	DBH	Condition	Tree Tag #	Additional Comments
Green ash	Fraxinus pennsylvanica	18.7	Fair	1	DW, co dominants
Green ash	Fraxinus pennsylvanica	16.1	Fair	2	DW, co dominants
Green ash	Fraxinus pennsylvanica	14.3	Fair	3	DW, co dominants
Green ash	Fraxinus pennsylvanica	13.7	Fair	4	DW, co dominants
Green ash	Fraxinus pennsylvanica	15.7	Poor	5	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	12.5	Poor	6	DW, co dominants, missing canopy
White spruce	Picea glauca	11.0	Fair	7	DW, leaning, girdling roots
Green ash	Fraxinus pennsylvanica	14.0	Poor	8	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	14.8	Poor	9	DW, co dominants
Green ash	Fraxinus pennsylvanica	16.0	Fair	10	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	14.9	Poor	11	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	12.0	Poor	12	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	10.9	Poor	13	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	12.9	Poor	14	DW, co dominants, missing canopy
Northern white cedar	Thuja occidentalis	7.0	Good	15	11 MS trees
Green ash	Fraxinus pennsylvanica	11.6	Fair	16	DW, missing canopy, trunk damage
Northern white cedar	Thuja occidentalis	8.0	Good	17	5 MS trees
Green ash	Fraxinus pennsylvanica	12.5	Fair	18	DW, co dominants
Green ash	Fraxinus pennsylvanica	14.4	Fair	19	DW, co dominants, trunk damage
Northern white cedar	Thuja occidentalis	8.0	Good	20	38 MS trees
Green ash	Fraxinus pennsylvanica	18.1	Fair	21	DW, co dominants
Green ash	Fraxinus pennsylvanica	16.4	Fair	22	DW, co dominants, trunk damage
White mulberry	Morus alba	24.1	Fair	23	MS; 7.4, 7.2, 4.7, 4.8, DW, included bark, poor form, overhead utilities present
White mulberry	Morus alba	5.8	Fair	24	DW, co dominants, poor form, overhead utilities present
Northern hackberry	Celtis occidentalis	6.4	Fair	25	poor form, overhead utilities present
White mulberry	Morus alba	5.2	Fair	26	DW, co dominants, included bark, poor form, overhead utilities present
White mulberry	Morus alba	17.8	Fair	27	DW, co dominants, included bark, poor form, overhead utilities present
Boxelder	Acer negundo	5.2	Fair	28	DW, poor form, overhead utilities present
Northern white cedar	Thuja occidentalis	7.0	Fair	29	14 MS trees
Honeylocust	Gleditsia triacanthos	3.7	Good	30	co dominants
Honeylocust	Gleditsia triacanthos	17.0	Good	31	co dominants, co dominants, overhead utilities present
Scots Pine	Pinus sylvestris	16.0	Fair	32	DW, co dominants, leaning, overhead utilities present
Scots Pine	Pinus sylvestris	20.3	Good	33	DW, co dominants, included bark, overhead utilities present
Scots Pine	Pinus sylvestris	20.4	Fair	34	DW, co dominants, included bark, poor form, overhead utilities present
Scots Pine	Pinus sylvestris	19.2	Fair	35	DW, co dominants, included bark, poor form, overhead utilities present
Callery pear	Pyrus calleryana	8.1	Good	36	co dominants, included bark
Callery pear	Pyrus calleryana	7.9	Good	37	co dominants, included bark
Norway maple	Acer platanoides	17.8	Fair	38	DW, co dominants, included bark, girdling roots, overhead utilities present, missing canopy
Japanese tree lilac	Syringa reticulata	11.8	Fair	39	MS; 2.3, 2.5, 2.6, 2.4, 2.0, included bark
Japanese tree lilac	Syringa reticulata	13.3	Fair	40	MS; 1.8, 2.7, 2.3, 3.5, 3.0, included bark, DW
Japanese tree lilac	Syringa reticulata	13.0	Fair	41	MS; 2.6, 2.3, 1.6, 1.5, 2.1, 3.0, included bark, DW
Japanese tree lilac	Syringa reticulata	18.3	Fair	42	MS; 1.8, 2.6, 2.9, 2.8, 2.5, 2.8, 2.9, included bark, DW
Callery pear	Pyrus calleryana	8.6	Good	43	co dominants, included bark
Callery pear	Pyrus calleryana	7.7	Good	44	co dominants, included bark

DW = Deadwood
MS = Multistem (DBH is total of all stems. Individual DBH's are listed in the comments.)

The data above represents the findings of a site inspection performed on February 10th, 2025 by:

Nicholas Howell, Inventory Arborist (IL-301954)

Davey Resource Group Inc.

930 S Riverside Dr #5

Elmhurst, IL 60126

Common Name	Scientific Name	DBH	Condition	Tree Tag #	Additional Comments
Callery pear	Pyrus calleryana	8.4	Good	45	co dominants, included bark
Norway maple	Acer platanoides	18.5	Fair	46	DW, co dominants, included bark, overhead utilities present, missing canopy, girdling and exposed roots, broken branches
Norway maple	Acer platanoides	16.0	Fair	47	DW, co dominants, included bark, overhead utilities present, missing canopy, girdling and exposed roots
Common lilac	Syringa vulgaris	8.0	Fair	48	MS; 2.0, 2.0, 1.6, 2.4, included bark, DW
Common lilac	Syringa vulgaris	8.0	Fair	49	MS; 1.2, 1.2, 1.4, 1.4, 1.3, 1.5
Scots Pine	Pinus sylvestris	12.6	Fair	50	DW, leaning, overhead utilities present, missing canopy
Scots Pine	Pinus sylvestris	13.2	Fair	51	DW, co dominants, overhead utilities present, missing canopy
Norway maple	Acer platanoides	14.8	Fair	52	DW, co dominants, included bark, overhead utilities present, missing canopy, exposed and girdling roots
Norway maple	Acer platanoides	11.0	Fair	53	DW, co dominants, included bark, exposed roots, overhead utilities present
Norway maple	Acer platanoides	14.5	Fair	54	DW, co dominants, included bark, broken leader, trunk wound, missing canopy, exposed roots, overhead utilities present
Plum/Cherry species	Prunus spp.	7.8	Good	55	co dominants, leaning
Plum/Cherry species	Prunus spp.	10.6	Fair	56	co dominants, included bark
Plum/Cherry species	Prunus spp.	12.5	Fair	57	co dominants, included bark, girdling roots
Willow species	Salix spp.	34.9	Critical	58	DW, co odominants, included bark, decay, broken branches
Scots Pine	Pinus sylvestris	9.3	Dead	59	
Green ash	Fraxinus pennsylvanica	14.9	Poor	60	DW, co dominants, leaning, decay
Green ash	Fraxinus pennsylvanica	12.6	Poor	61	DW, co dominants, included bark
Green ash	Fraxinus pennsylvanica	12.5	Poor	62	DW, co dominants, included bark, leaning
Green ash	Fraxinus pennsylvanica	12.0	Poor	63	DW, co dominants, broken branches, leaning
Green ash	Fraxinus pennsylvanica	10.4	Poor	64	DW, co dominants, broken branches
Green ash	Fraxinus pennsylvanica	10.5	Poor	65	DW, co dominants
Green ash	Fraxinus pennsylvanica	12.0	Poor	66	DW, co dominants
Green ash	Fraxinus pennsylvanica	13.0	Poor	67	DW, co dominants
Willow species	Salix spp.	23.8	Critical	68	DW, co dominants, decay
Willow species	Salix spp.	25.4	Critical	69	DW, co dominants, decay
Green ash	Fraxinus pennsylvanica	17.8	Poor	70	DW, co dominants, included bark, decay
Green ash	Fraxinus pennsylvanica	17.0	Fair	71	DW, co dominants, leaning, broken branch
Austrian pine	Pinus Nigra	15.0	Fair	72	DW, co dominants
Green ash	Fraxinus pennsylvanica	14.8	Fair	73	DW, co dominants, broken branches
Austrian pine	Pinus Nigra	15.3	Fair	74	DW, co dominants, leaning, missing canopy
Austrian pine	Pinus Nigra	16.7	Fair	75	DW, girdling roots
Green ash	Fraxinus pennsylvanica	13.8	Poor	76	DW, co dominants, exposed roots, missing canopy
Green ash	Fraxinus pennsylvanica	15.6	Poor	77	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	13.8	Poor	78	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	13.1	Poor	79	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	17.5	Poor	80	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	13.7	Poor	81	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	12.0	Poor	82	DW, co dominants, included bark, missing canopy
Green ash	Fraxinus pennsylvanica	11.3	Poor	83	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	11.3	Poor	84	DW, co dominants, missing canopy
Green ash	Fraxinus pennsylvanica	14.3	Poor	85	DW, co dominants, missing canopy
Norway maple	Acer platanoides	5.8	Fair	86	co dominants, poor form, overhead utilities present
Japanese tree lilac	Syringa reticulata	2.5	Good	87	

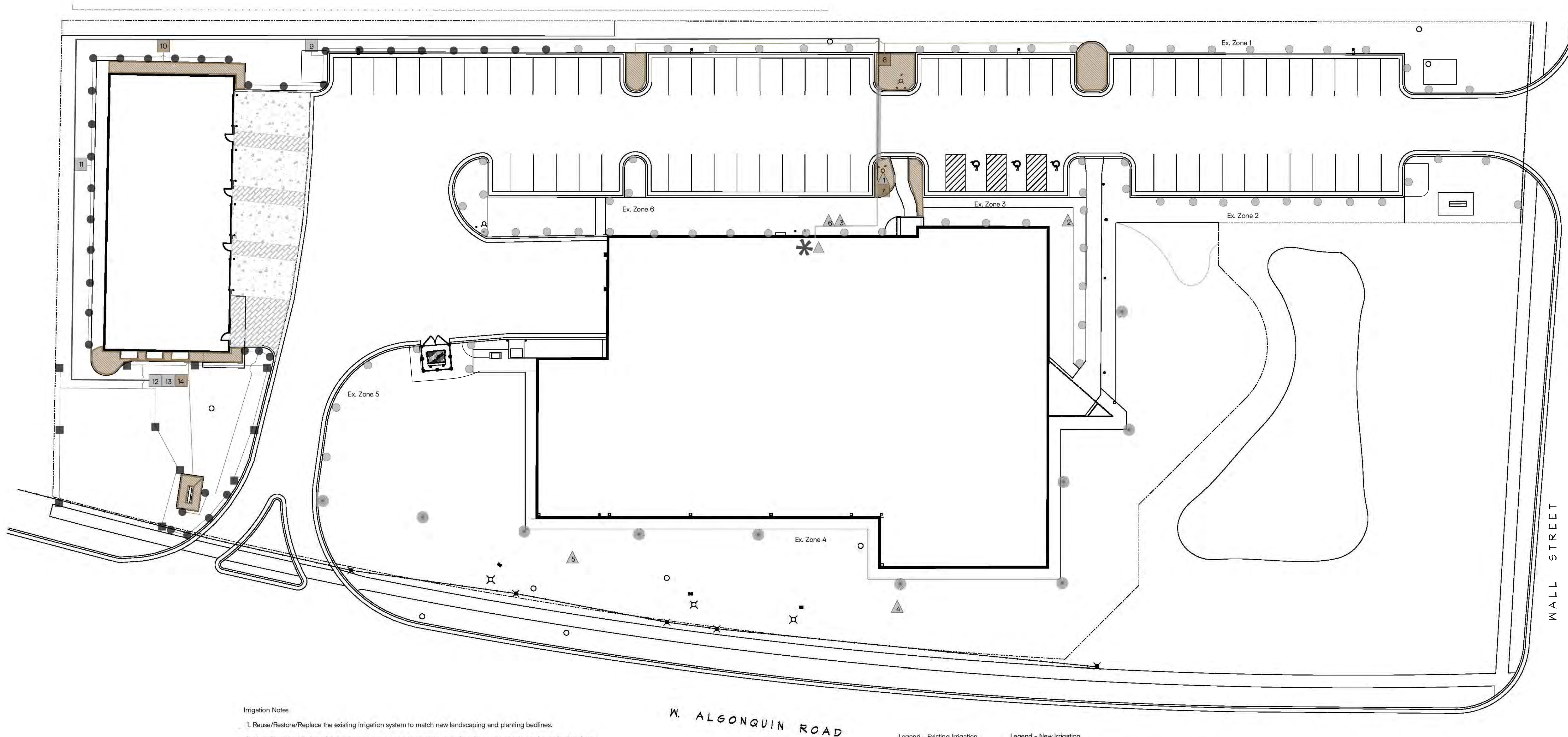
Project Team:
Wojcik + Associates Architects, inc.
265 Cottonwood Dr.
Elk Grove Village, IL
847.439.0815

**Broadway Electric/
Cornerstone
Contracting, Inc.**

500 W. Algonquin Road
Mt. Prospect, Illinois

Date	Revision
02.21.25	
02.26.25	VILLAGE COMMENTS

PROPOSED IRRIGATION PLAN PREPARED BY:
JM. IRRIGATION, LLC
25850 WEST HIGHWAY 60
VOLO, ILLINOIS
847.546-0165



Irrigation Notes

1. Reuse/Restore/Replace the existing irrigation system to match new landscaping and planting bedlines.
2. Coordinate installation with landscaper, remove to salvage parts or replace them, cap or relocate heads in plant beds.
3. Existing RPZ Backflow Preventer - Provide annual RPZ test report and submit to the village.
4. At least 55 PSI is required for this system design. Propose a booster pump if pressure cannot be maintained.
5. Reuse/Expand/Replace the existing irrigation controller & rain sensor as needed for Hunter Hydrowise & EZ Decoder capabilities.
6. Reuse PVC sleeve under hardscapes or install new. Directional boring may be required.
7. Install valve boxes flush with final grade, straight side-by-side, lined up along edges, keep out of sight lines.
8. If required, provide necessary village permits or state contractor & irrigation licenses for the installation.
9. Submittals include product cut sheets and any product or material substitutions.
10. Close outs include 1-year contractor warranty with one spring start up & fall winterization, O&M's, As-built, owner's training & operational test.

Legend - Existing Irrigation



*Locations are not exact.

Legend - New Irrigation



IRRIGATION PLAN - PROPOSED AND EXISTING

SCALE: 1"=20'-0"



Irrigation Plan

Sheet

IR-1.0



November 13, 2024

Mr. Chris Blake
President
Broadway Electric, Inc.
831 Oakton Street
Elk Grove Village, Illinois 60007
via email: cblake@broadwayelectric.com

Re: Inspection at 500 W. Algonquin Road, Mount Prospect, Illinois

Dear Mr. Blake,

On November 8, 2024, Eric J. Van Duyne, P.E., S.E. of Building Infrastructure Consultants, LLC inspected the structure located at 500 W. Algonquin Road in Mount Prospect, Illinois. The purpose of the inspection was to investigate the cause of reported displacement within the concrete slab-on-ground within the structure.

The subject structure is a south facing single-level commercial structure constructed with cast-in-place concrete, steel, and precast concrete wall panels. The exterior of the structure is clad with a glass curtain wall system on the western, southern, and eastern elevations. Precast concrete wall panels form the exterior walls of the truck loading dock area within the northern portion of the structure.

It was reported that the concrete slab-on-ground within the structure was displaced downward at various locations.

OBSERVATIONS

Throughout the structure, the concrete slab-on-ground was covered with floor finishes, including tiles and carpeting. However, finishes had been locally removed within the southeast portion of the structure to expose the slab edge at the foundation wall. The slab was visibly displaced downward near the southeast corner where the slab met the concrete foundation wall. Vertical displacement was also apparent within the wall base trim and the trim around the column enclosure (Photographs 1 and 2). A large tree was present at the exterior of the structure, coincident with the observed slab displacement (Photograph 3).

Downward slab displacement was also apparent at the southwest corner of the structure, but the total displacement was less. A large tree was present at the exterior at this location also (Photograph 4).

When large trees are within 15 feet of a structure, the tree root system can seek water during dry weather. If clay soils are present below foundations and concrete slabs, the tree roots can cause desiccation of the soil mass below the concrete, resulting in vertical settlement. It is

believed that the slab displacement at both locations is related to the trees at the exterior. The foundation walls were not affected by the tree roots however.

FINDINGS AND RECOMMENDATIONS

1. The vertical displacement in the slab at two locations along the southern exterior wall was likely due settlement related to the large trees at the exterior.
2. The two large trees should be cut down to prevent further slab movement.
3. The slab edge can be drilled from the exterior to install horizontal dowels that will lock the slab to the foundation wall and prevent further displacement. Floor leveling materials can be used to bring the floor back to the desired level of flatness.

Building Infrastructure Consultants, LLC has no direct knowledge of, and offers no warranty regarding, the condition of concealed construction, or conditions beyond what was exposed during our investigation. The findings herein are based on information possessed by Building Infrastructure Consultants, LLC as of the date of this letter. We reserve the right to modify this report and its opinions based on additional information as it becomes available.

Let me know if you have any questions.

Sincerely,

Eric Van Duyne

Eric J. Van Duyne, PE SE
Building Infrastructure Consultants, LLC
evanduyne@gmail.com
(815) 260-2825
6615 Grand Avenue Suite B-321
Gurnee, IL 60031



Eric Van Duyne
EXP 11/30/24



Photograph 1. Vertical displacement of the floor slab with respect to the concrete foundation wall along the southern exterior wall of the structure.



Photograph 2. The vertical displacement was apparent between the base trim around the column and the carpet.



Photograph 3. A tree was present at the exterior coincident with the slab displacement.



Photograph 4. Vertical slab displacement was also apparent at the southwest corner of the structure. Note the large tree at the exterior.



Wojcik + Associates Architects, Inc.

265 Cottonwood Drive Elk Grove Village, IL 60007 (847) 439-0815

TREE PRESERVATION / REMOVAL PLAN SUMMARY

500 W. Algonquin Road, Mt. Prospect, IL
Per Tree Preservation section 14.2308

2a. Reason for tree removal:

Trees #1 - #3: Evidence of structural slab displacement was observed in the southeast and southwest corners of the building as well as along the southernmost building wall. The cause of displacement was determined to be soil desiccation most likely from tree roots beneath the slab absorbing water from the soil causing it to dry out and shrink. This soil desiccation resulted in undermined soil beneath the building's floor slab bearing, creating unsupported areas of the floor slab edge, ultimately resulting in the downward slab displacement.

It is likely that if the tree roots remain as is, water absorption and further desiccation will likely continue; further exacerbating the slab displacement and loss of structural integrity of the concrete foundation is probable.

Tree #4: Same as above with floor slab displacement occurring along the southern-most wall and the south-west corner of the southern-most building bump-out.

Trees #5 and #6: The existing conditions of the site limit the design options and restrict the location of where the overhead doors can be located on the proposed detached Warehouse building. A function of operation for the business and purpose of the proposed Warehouse requires work truck access to and from the overhead doors. Trees #5 and #6 create a challenging obstacle incapable for trucks to navigate safely around for access to the proposed Warehouse.

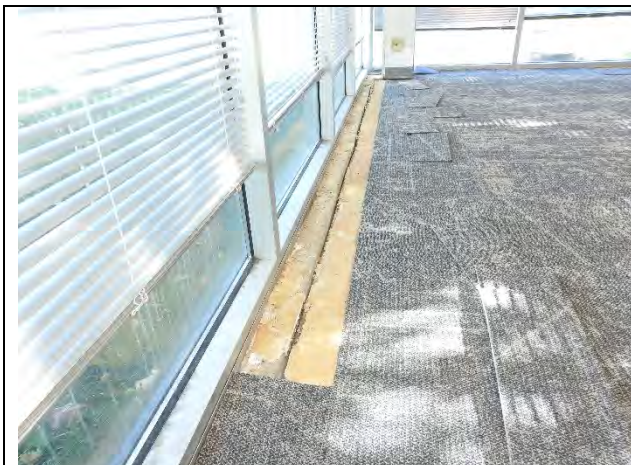


Photo 1:
Depicts slab displacement
along the east office wall
looking south.

2b. A general description of the Tree(s) to be removed:



Tree removal – Trees #1, #2 and #3



Tree removal – Tree #4



Tree removal – Trees #5 and #6

Trees #1 thru #3: Identified as Cherry trees. Caliper = 8-inch Ø (*measured approximately 4.5 feet above grade*). Center of trunks are located approximately 10-feet, 13-feet and 17-feet from the east exterior wall (southeast corner). Age of the three trees is estimated at 35-years and the canopies are approximately 14' Radius.

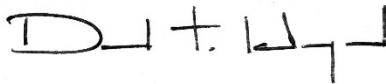
Tree #4: Identified as a Sugar Maple. Caliper = 18-inch Ø (*measured approximately 4.5 feet above grade*). Center of trunk is located approximately 20-feet from the south exterior wall. Age of the tree is estimated at 35-years and the canopy of the tree is approximately 21' Radius.

Trees #5 and #6: Identified as Ash trees. Caliper = 16-inch Ø and 17-inch Ø respectively (*measured approximately 4.5 feet above grade*). Center of trunks are located approximately 4 and 5 -feet west of the existing concrete curb. Age of the tree is estimated at 35-years the canopy of the tree is approximately 14' Radius.

The trees proposed for removal, identified above pose a safety hazard to both building structure (*trees #1 - #4*) as well as vehicular traffic (*trees #5 & #6*).

It is the intention of the new building Owner to replace the removed trees with a tree species more appropriate for below power lines, with a less aggressive lateral root system and allowed by local landscaping ordinance.

Wojcik + Associates Architects, Inc. (Architect of Record) concurs with the opinions, findings and recommendations of the Illinois licensed structural engineer Mr. Van Duyne as documented in the inspection report by Building Infrastructure Consultants, LLC., dated November 13, 2024.

A handwritten signature in black ink, appearing to read 'D. T. Wojcik'.

David T. Wojcik, AIA, IIBEC, CSI
LEED AP O+M | CDT | BEC-II | CCCA
President

Protecting Our Water Environment



Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611-3154

312.751.5600

BOARD OF COMMISSIONERS

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February 6, 2025

David T. Wojcik
President
Wojcik and Associates Architects, Inc.
265 Cottonwood Drive
Elk Grove Village, IL 60007

Dear Mr. Wojcik:

Subject: Watershed Management Ordinance Permit Applicability
Broadway Electric, Inc. and Cornerstone Contracting, Inc.
500 West Algonquin Road
Mount Prospect, IL

This is in response to your letter, dated January 17, 2025, requesting whether a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) permit will be required for the subject project. As described in your letter and shown on the submitted exhibit, the proposed project includes tennis court removal, a new warehouse building, a concrete and permeable paver ramp, and internal building modifications. Per your electronic correspondence, grading is only proposed for the ramp. Your electronic correspondence also indicates that floor drains from the warehouse are proposed to connect to a subsurface drainage system and not to the sanitary sewer system. Detention was provided and required for the property under MWRD Permit No. 1974-0216. The detention facility was modified under MWRD Permit Nos. 1978-0179 and 1987-0805, and the property was developed under MWRD Permit No. 1991-0063. The detention facility was then further modified under MWRD Permit Nos. 2007-0288, 2018-0114, and 2023-0055. The proposed development area is approximately 0.19 acre. Per your electronic correspondence, sanitary sewers are not proposed.

Per WMO §702.2.C(1), all floor drains must connect to the sanitary sewer and may not connect to a subsurface drainage system. Since sanitary sewers would be required for the floor drains, a WMO permit will be required for qualified sewer construction. The runoff and volume control provisions of Article 5 apply. Detention is required; however, it may be deferred until the aggregate development on the property holdings since the effective date of the WMO, May 1, 2014, exceeds 0.50 acre. Please submit a permit application, plan set, and applicable fees for our review and approval. Permit and plan documents shall be submitted electronically via our WPASS system. The procedures for electronic submissions, as well as the WMO, Technical Guidance Manual, and permit forms can be found at www.mwrdd.org/wmo.

If the project scope is modified to not include floor drains and sanitary sewers are not proposed, a WMO permit will not be required, since the project development area is less than 0.50

acre and qualified sewer construction would not be proposed. Prior to conducting any work, be sure to contact the local authorities to obtain any and all approvals for the project.

This permit determination is dependent on the information provided and may change if the project scope is modified. If you have any questions, please email me at MihalacheC@mwrd.org.

Sincerely,

A handwritten signature in black ink that reads "Constance Mihalache". The script is cursive and fluid.

Constance Mihalache, PhD, P.E.
Senior Civil Engineer

CM

cc: Mayor Paul Wm. Hoefert, Village of Mount Prospect
Marek Grabis, MWRD

Permit File 1991-0063

PD#7



DATE: March 6, 2025

CASE NUMBER

PZ-02-25

APPLICANT/PROPERTY OWNER

AGL 500 West LLC

PUBLIC HEARING DATE

March 13, 2025

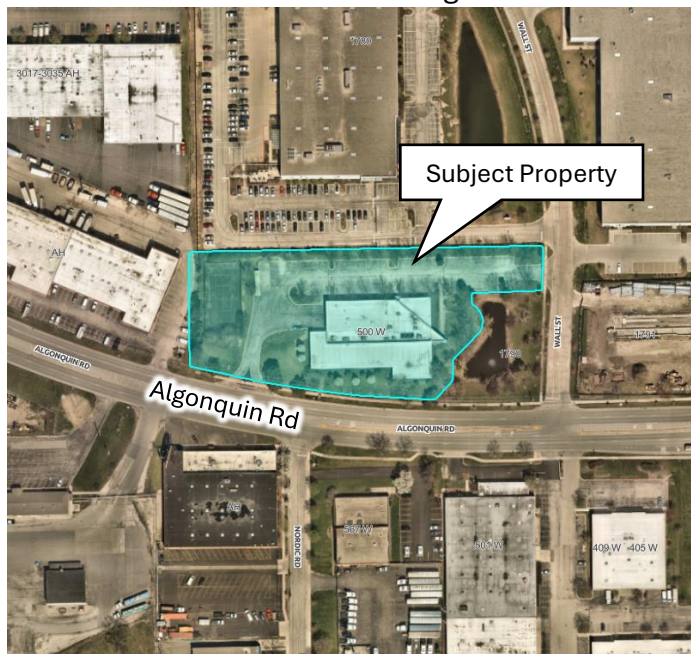
PROPERTY ADDRESS/LOCATION

500 W Algonquin Rd

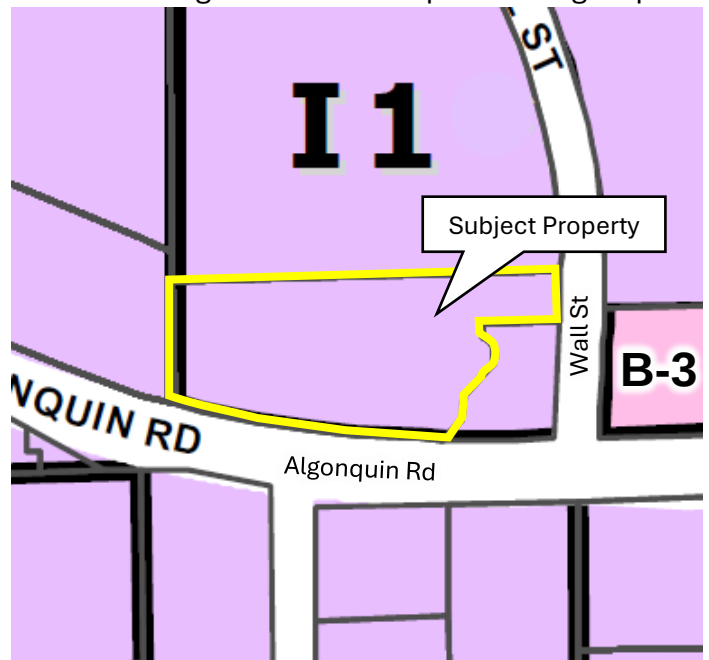
BRIEF SUMMARY OF REQUEST

The petitioner (AGL 500 West LLC) is seeking conditional use approval to amend an existing Planned Unit Development (PUD) to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road (the subject property). The proposal requires Village Board approval for a conditional use to amend the existing PUD. The proposal meets the requirements and standards related to the Village Code, and staff is supportive of the request.

2024 Aerial Image



2024 Village of Mount Prospect Zoning Map



EXISTING ZONING

I-1 Limited Industrial PUD

EXISTING LAND USE/ SITE IMPROVEMENTS

Multi-tenant commercial

SURROUNDING ZONING & LAND USE

North: I-1 Limited Industrial PUD
East: I-1 Limited Industrial PUD
South: I-1 Limited Industrial
West: I-1 Limited Industrial

SIZE OF PROPERTY

2.60 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

BACKGROUND / PROPERTY HISTORY

The subject property is located on the north side of Algonquin Road, west of Wall Street, and contains an existing office/warehouse facility with related improvements. The subject property is part of an existing Planned Unit Development (PUD), commonly known as Lake Center Plaza, composed of multiple lots of record that are illustrated in **Exhibit B** of this staff report. The original Lake Center Plaza PUD was created in 1987 via Ord. 3831 and allowed for industrial, office, and office research business uses. In 2007, the PUD was amended via Ord. 5617 to allow more than 75% lot coverage for individual lots within the PUD if the entire Lake Center Plaza development maintains a 75% lot coverage overall.

The subject property contains an existing office/warehouse building that was originally constructed in 1991 for Mutoh Americas, a drafting machine and wide-format printer manufacturer. The subject property improvements include a parking lot with associated driveways and a blacktop tennis court. The permit history indicates that the building footprint and site improvements have remained largely unchanged since construction, albeit with several interior remodels over the years. The subject property was occupied by various office users in recent years but has been vacant since the summer of 2024. The petitioner purchased the subject property in December 2024.

PROPOSAL

The petitioner, AGL 500 West LLC, intends to use the property for its business operation, which includes Broadway Electric Inc, a full-service electrical contractor, and Cornerstone Contracting Inc, a general contractor specializing in large-scale, federally funded projects. The business currently employs 83 full-time staff, including 46 employees who will work on-site at the subject property. The petitioner proposes to renovate the existing 22,135 square foot office/warehouse and to construct a new 5,500 square foot warehouse on the west side of the property, replacing the tennis courts. The new warehouse will be used for material storage for contractor and electrical equipment, with no outdoor storage on-site. As proposed, the project requires conditional use approval for a major change to the PUD. The various elements of the proposal are outlined below.

Site Plan: There are two (2) existing vehicular access points into the subject property, one (1) on Algonquin Road and one (1) on Wall Street. The petitioner is not proposing changes to the access points. The petitioner intends to remove the tennis courts and build the new 5,500 square foot warehouse and driveway in its place. The new building will measure approximately 50' by 110', with side and rear yard setbacks of 19' and 20' respectively, and a height of 17.7'. The petitioner is also adding a 6' garbage enclosure and a generator near the existing warehouse driveway. The overall lot coverage of the subject property will remain at 57% as the new structure will be constructed in the area of the existing tennis courts.

Traffic and Parking: Staff does not anticipate a significant increase in traffic congestion as the new building will provide additional storage and warehouse space. According to the petitioner, items such as conduit, fittings, wire, and switchgear will be stored on-site for less than 30 days before being transported to various project sites by in-house drivers using vans or smaller box trucks. The business utilizes 3 to 4 vans and/or trucks and one 16' box truck. The commercial vehicles will be parked overnight in a designated area of the parking lot on the rear elevation of the primary building. Village Code requires 1 parking space per 1,500 square feet of warehouse area and 4 parking spaces per 1,000 square feet of office area. The proposed project will provide approximately 14,121 square feet of warehouse area and 13,514 square feet of office area after the new building is constructed. A

total of 64 parking stalls are required by code. The existing facility currently provides 75 parking stalls (including 3 accessible spaces).

Building Elevations: The existing office/warehouse building will have approximately 13,514 square feet dedicated to office use, and will undergo renovation to include new window treatments, interior and exterior paint, updated signage, and upgrades to plumbing and mechanical systems. The remaining 8,621 square feet will be dedicated for warehousing, including housing tools, materials, and equipment for the electrical contractor business.

The new warehouse building will have approximately 5,500 square feet and a height of 17.7'. The exterior walls of the building will be composed of fiber cement cladding panel over metal framing over structural girts, stone sill banding, and manufactured stone panel. The roof will be a standing seam or single-ply roofing membrane with a low slope. The structure will have four 12' x 14' overhead doors on the east elevation, as well as an aluminum and glass storefront with a suspended entry canopy. No roof top units are proposed for the new building.

Landscaping: The petitioner will provide additional perimeter landscaping consisting of a variety of shrubs to complement the existing shade and ornamental trees on the subject property. A four-foot (4') wide band of foundation landscaping will be provided on the north and south elevation of the new building, and on the south and east elevation of the existing building. Shade trees and live coverage will be added to parking lot islands throughout the site. The existing freestanding signs will have a minimum of two square feet of landscaping per square foot of sign face added to the base of the podium. The trash enclosure and ground mounted mechanical equipment will be screened with six-foot (6') tall arborvitae.

The petitioner prepared a tree preservation plan, including an inventory of 87 existing trees on the subject property, as well as a tree removal plan. The petitioner proposes to remove six (6) trees in total. Two (2) trees on the west side of the subject property will be removed to allow construction of the new warehouse building and driveway. Four trees on the southeast side of the subject property were found to contribute to floor slab displacement at the existing building, according to a structural engineering report submitted by the petitioner. The petitioner is proposing to remove the four trees that pose a safety hazard to the existing building structure.

Lighting: The petitioner provided the photometric plan for the existing site and noted that the existing exterior light fixtures will be replaced, including four (4) pole-mounted lights, two (2) wall mounted lights, and three (3) bollard lights. The light poles will remain. The ground mounted lights (ten total) will be removed. The petitioner is proposing exterior wall-mounted light fixtures on the east façade of the new building. A fully compliant photometric plan will be required as part of building permit submittal.

Signage: The petitioner intends to install two wall-mounted signs on the existing building, one on the south elevation and one on the east elevation over the entryway. The petitioner intends to keep the existing freestanding signs located at the access points on Algonquin Road and Wall Street. Relief from the sign code is not part of the PUD request and any signage proposed for the subject property will be required to meet the standards in Chapter 7 of the Village Code.

Performance Standards: The petitioner indicated in their application that the site will meet the performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare listed in Mount Prospect's Code of Ordinances Section 14.2101.

Other Departments: Public Works, Building & Inspection Services, and the Fire Department did not have any conditions of approval for the zoning request. The departments each provided comments on items to be provided at the time of building permit submittal. These comments can be found in the Village review letter dated February 25, 2025.

STANDARDS AND FINDINGS

The Planning and Zoning Commission shall review the standards and findings of fact outlined in **Exhibit A** and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission shall use the findings of fact to guide their recommendation to the Village Board.

STAFF RECOMMENDATION

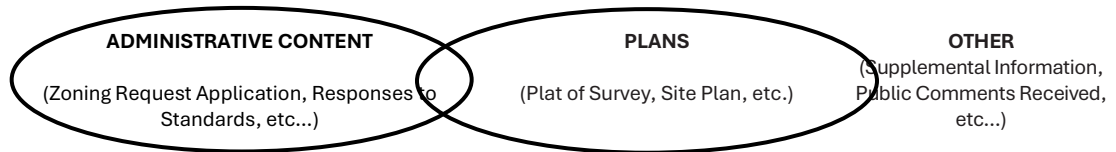
Staff finds that the proposed conditional use meets the applicable standards contained in the Mount Prospect Zoning Ordinance. Staff requests that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

“Motion to approve:

1. A conditional use to amend Ord. 3831 and Ord. 5617 of the Lake Center Plaza Planned Unit Development to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road, Case No. PZ-02-25, subject to the following conditions:
 - a. The petitioner shall revise the plan sets to include:
 - i. The latest revision date on all pages;
 - ii. Elevations for the north side of the detached warehouse building. The elevations for the north side of the building shall be consistent with the other elevations of the building;
 - iii. The schematic landscape plan depicted on LS-3 shall be updated to match the Landscape Plan, as prepared by Pamela Self, bearing the latest revision date February 26, 2025;
 - b. The subject property shall be developed in strict compliance with the approved development plans which will consist of the following:
 - i. Conceptual Site Plan, Floor Plan, Elevations, Trash Enclosure, and Schematic Landscape Plan (LS-1, LS-2, LS-3) titled “Proposed Remodeling for Broadway Electric / Cornerstone Contracting Inc”, as prepared by Wojcik + Associates Architects, Inc bearing the latest revision date February 26, 2025;
 - ii. Landscape Plan (L-1, L-2, T-1, T-2, IR-1), as prepared by Pamela Self, bearing the latest revision date February 26, 2025;
 - c. The petitioner shall address all comments included in the Village review letter dated February 25, 2025;
 - d. A fully compliant photometric plan will be required as part of the building permit submittal;
 - e. A fully compliant signage proposal will be required for the sign permit submittal; and
 - f. Compliance with all applicable development, fire, building, and other Village Codes and regulations.

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

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A

Standards and Findings of Fact

PLANNED UNIT DEVELOPMENT STANDARDS

Section 14.504.A of the Village of Mount Prospect Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

1. Except as modified by and approved in the final Planned Unit Development plan, the proposed development complies with the regulations of the district or districts in which it is to be located.
2. The principal use in the proposed Planned Unit Development is consistent with the recommendations of the Comprehensive Plan of the Village for the area containing the subject site.
3. The proposed Planned Unit Development is in the public interest and is consistent with the purposes of this zoning ordinance.
4. The streets have been designed to avoid:
 - a. Inconvenient or unsafe access to the Planned Unit Development;
 - b. Traffic congestion in the streets which adjoin the Planned Unit Development;
 - c. An excessive burden on public parks, recreation areas, schools, and other public facilities which serve or are proposed to serve the Planned Unit Development.

Petitioner's Findings: The petitioner has responded that the proposed PUD amendment aligns with the bulk regulations originally approved for the existing PUD. Per the petitioner, the principal use aligns with the Village Comprehensive Plan recommendation of business and light industrial future land uses, and also aligns with Policy 1.2, which encourages the reuse and redevelopment of underutilized properties. The petitioner asserts that the proposed project is in the public interest because it will relocate a 40+ year old Illinois-based business to Mount Prospect, and in turn will bring job opportunities to the community. The petitioner states that the proposed use is consistent with the purpose of the I-1 Limited Industrial District, and that the warehousing component of the site is low-hazard and will not create nuisances in the area. The petitioner notes that the access for the site will remain the same, with primary ingress and egress on Algonquin Road and secondary access on Wall Street. The petitioner concludes that the site is already served by public facilities and adding a small warehouse building will not overburden the local resources.

Staff's Findings: The proposed warehouse building and site improvements will conform to the bulk requirements and allowed uses in the I-1 zoning district; will provide a sufficient amount of off-street parking; adheres to the Village's Comprehensive Plan and Future Land Use Plan designating the subject property in a mixed-use district; is in the public interest to reactivate a vacant property with a permitted use; and will not create inconvenient or unsafe access, traffic congestion in the streets, or excessively burden public parks, recreation areas, schools, and other public facilities which serve the Planned Unit Development.

CONDITIONAL USE STANDARDS

Section 14.203.F.8 of the Village of Mount Prospect Zoning Ordinance provides that a Conditional Use shall conform to the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the

immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

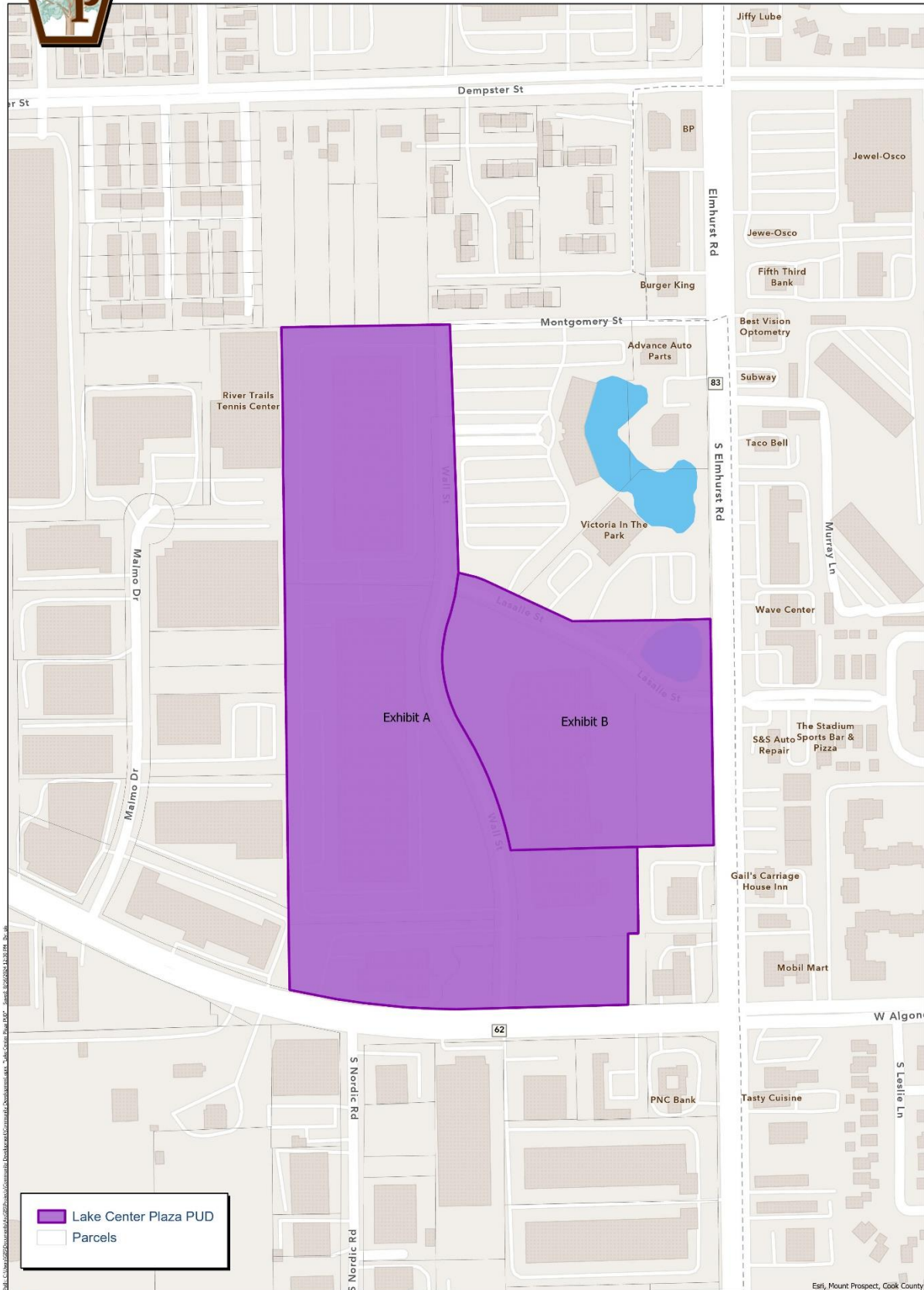
Petitioner's Findings: The petitioner states that the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare as the proposed site improvements will complement the surrounding buildings and the proposal will bring a quality business to Mount Prospect. The petitioner contends that the proposed use and improvements are consistent with the general character of the area and that all business activities will take place indoors. The petitioner does not expect heavy vehicular traffic, consistent with their existing operation. The petitioner notes that the proposed amendment aligns with the existing PUD which allows for office and warehouse uses, and that the new warehouse will not impede normal and orderly development of the surrounding property. The petitioner asserts that the property is adequately served by public utilities and access roads and will comply with all Public Works, Building, and Fire code requirements. The petitioner states that the site includes two access points that are sufficient to manage traffic flow. Per the petitioner, the proposal aligns with the future land uses recommended by the Village Comprehensive Plan, and also aligns with policy encouraging the reuse and redevelopment of underutilized properties. The petitioner concludes that the property will adhere to all applicable zoning regulations and PUD requirements.

Staff's Findings: Staff has reviewed the petitioner's request for conditional use approval for a PUD amendment and finds that the standards have been met. Staff finds that the proposal will not endanger public health, safety, morals, comfort, or general welfare. The proposed new warehouse and site improvements will reactivate a vacant industrial property with a permitted office/warehouse use appropriate for the district. The information provided does not suggest that the proposal will generate nuisances that will be injurious to the uses and enjoyment of other property in the immediate vicinity. Based on the information submitted, the surrounding uses, and the proposed development's compliance with the Village's zoning ordinance and long-range planning documents, staff recommends approval of the conditional use request.

Exhibit B: Lake Center Plaza PUD



Lake Center Plaza PUD



MAYOR
Paul Wm. Hoefert

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



VILLAGE MANAGER
Michael J. Cassady

VILLAGE CLERK
Karen Agoranos

Phone: 847/962-6000
Fax: 847/962-6022
www.mountprospect.org

Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, Illinois 60056

February 25, 2025

AGL 500 WEST LLC
c/o Katarina Karac
Birchwood Law LLC
5 Revere Dr
Northbrook IL 60062
Via e-mail: katarina@birchwood.law

Re: 500 W Algonquin Rd / PUD Major Amendment / Review #2

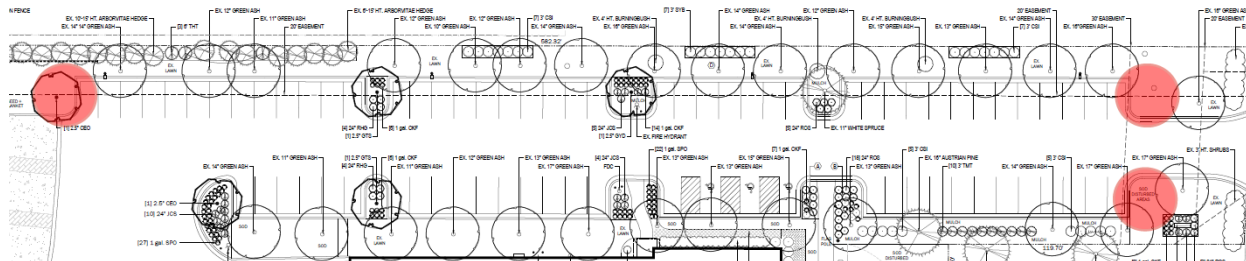
Dear Ms. Karac,

The Village of Mount Prospect has reviewed the second submittal for a major amendment to the Lake Center Plaza PUD at 500 West Algonquin Road, Mount Prospect. Staff has the following review comments:

Planning Division:

Items to be revised prior to Village Board hearing:

1. Please move the overnight parking information from the schematic landscape plan (LS-3) to the conceptual site plan (LS-1).
2. Verify that the existing transformer and new generator will be under 6' tall.
3. Provide fence elevations for the trash enclosure.
4. Provide landscape screening around the trash enclosure fence.
5. Provide at minimum 120 square feet of live landscaping coverage at the islands at the end of each parking row. See red circles.



6. Provide the monument sign face square footage. A minimum of two square feet of landscaping is required for every one square foot of sign face.
7. No new RTUs are indicated or approved for the new or existing building.
8. A complete revised set of plans bearing the latest revision date will need to be provided and reviewed by staff prior to scheduling the Village Board meeting.

Items to be revised prior to building permit submittal:

9. It is noted that the existing exterior light fixtures will be replaced, including 4 pole-mounted lights, 2 wall mounted lights, and 3 bollard lights. The light poles will remain. The ground mounted lights (10 total) will be removed. As a condition of approval, a fully compliant photometric plan will be required as part of building permit submittal.
10. All signs shall meet the standards of Chapter 7 of the Village Code.
11. A business license application shall be submitted with the building permit. Business operations shall meet the performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare listed in Section 14.2101.

Public Works Department:

No PW issues regarding the requested Conditional Use to construct a new warehouse on site, subject to the following conditions to be addressed prior to issuing the Building Permit:

12. No new utilities are shown on the plan. If water (including fire protection) or sanitary services are to be installed to the new warehouse, they must be shown on the site plan.
13. Sheet LS-1 seems to show the entry walks to be brick, and the driveways to the garage doors to be concrete. Confirm, and provide details on the site plan. If the brick is to be permeable, an Operation & Maintenance Plan shall be required.
14. A grading plan will be required showing the new pavement grades, and drainage patterns.
15. If a sanitary service is desired, it will have to be permitted by the Metropolitan Water Reclamation District of Greater Chicago (MWRD). If any changes to the driveway onto Algonquin Road are desired, they will have to be permitted by the Illinois Department of Transportation (IDOT).

Building Department:

16. When plans come in for a building permit, please note that necessary, structural, and MEP shall be included in the submittal package. If a floor or trench drain is added anywhere, please add an FOG intercept as needed. Will confirm IECC design and permit review.
17. Any existing structural repair will require third party testing report or Village of Mount Prospect on-site inspection.

Fire Department:

Please advise the petitioner the following items must be included in the building/site plans submittal:

18. A fire sprinkler system in accordance with NFPA 13 will be required for this project for all buildings. Ensure fire sprinkler shop drawings, hydraulic calculations, and equipment cut sheets are submitted for review. (Village of Mount Prospect Fire Prevention Code, 24.20)
19. 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.
20. An egress plan must be provided for the entire building. 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.
21. 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)

If any changes are requested, please make the changes as noted above and submit a point-by-point response letter and pdf files of the drawings. Please upload revisions into the portal. Feel free to contact me at (847) 818-5302 / alalagos@mountprospect.org if you have any questions.

Sincerely,



Antonia Lalagos
Development Planner
Community Development

c: File



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 - _____ - _____ Date of Submission: _____ Hearing Date: _____

Project Name/Address: _____

I. Subject Property

Address(es): 500 W. Algonquin Road, Mt. Prospect, IL.

Zoning District (s): I1* - Limited Industrial PUD Property Area (Sq.Ft. and/or Acreage): +/- 2.6 acres

Parcel Index Number(s) (PIN(s): 08-23-203-037-0000

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

☐ Conditional Use: For _____

☐ Variation(s): To _____

☐ Zoning Map Amendment: Rezone From _____ To _____

☐ Zoning Text Amendment: Section(s) _____

☒ Other: Major Amendment for Lake Center Plaza PUD

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

The Applicant proposes to add a +/- 5,500 sq. ft. warehouse and update the existing building at 500 W. Algonquin Road, Mt. Prospect, IL, to support an electric contractor and general contractor business (Broadway Electric Inc. and Cornerstone Contracting Inc.) with office and warehousing.

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

Name: AGL 500 WEST LLC c/o Katarina Karac, Birchwood Law LLC Corporation: _____

Address: 5 Revere Drive, Suite 200

City, State, ZIP Code: Northbrook, Illinois 60062

Phone: 224-955-7095

Email: katarina@birchwood.law

Interest in Property: Owner (AGL 500 WEST LLC); Attorney for the Applicant (Katarina Karac, Esq.)

(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner☐ Check if Same as Applicant

Name: AGL 500 WEST LLC

Corporation: _____

Address: 732 Saddlers Court

City, State, ZIP Code: Naperville, IL 60540

Phone: +1 (847) 354-0457

Email: cblake@broadwayelectric.com

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: _____

(Signature)

AGL 500 West LLC

(Print or Type Name)

Date: _____

1/15/25

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: _____

(Signature)

Date: _____

(Print or Type Name)

Affidavit of Ownership

COUNTY OF COOK)
STATE OF ILLINOIS)

I, AGL 500 West, LLC, 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 West Algonquin Road, Mount Prospect, Illinois 60056
(property address and PIN) PIN: 08-23-203-037-0000

and that such property is owned by AGL 500 West, LLC as of this date.
(print name)



Signature

Subscribed and sworn to before

me this 15 day of
January, 2025.



Notary Public



WARRANTY DEED
ILLINOIS STATUTORY
(Limited Liability Company to Individual)
24GCO061283NB

THE GRANTOR, 500 Algonquin LLC, an Illinois **Limited Liability Company**, created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of **TEN (\$10.00) DOLLARS**, and other good and valuable consideration in hand paid, **CONVEY(S) and WARRANTS** unto **AGL 500 WEST LLC**, an **Illinois limited liability company**,

of 732 Saddlers Court, Naperville Illinois 60540, of the County of DuPage, all interest in the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

LOT 1 IN LAKE CENTER PLAZA RESUBDIVISION NO. 2 OF PART OF THE NORTHEAST 1/4 OF SECTION 23 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUBJECT TO: general real estate taxes not yet due and payable; covenants, conditions and restrictions of record.

Permanent Real Estate Index Number: 08-23-203-037-0000

Address of Real Estate: 500 West Algonquin Road, Mount Prospect, Illinois 60056

Dated this 19th day of December, 2024.

GRANTOR:
500 Algonquin LLC

By: [Signature]
Frank Schnitzler, its Manager

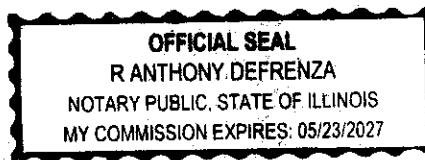
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **CERTIFY THAT Frank Schnitzler**, individually and as Manager of 500 Algonquin LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager, he signed and delivered the said instrument pursuant to authority given by the operating agreement of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of December, 2024.

[Signature] (Notary Public)

Prepared By: R. Anthony DeFrenza, Esq.
DEFRENZA MOSCONI, PC
707 Skokie Boulevard, Suite 410
Northbrook, Illinois 60062



Mail To: Mr. Leo Aubel
Howard & Howard
200 South Michigan Avenue
Suite 1100
Chicago, IL 60604

Taxpayer: AGL 500 West LLC
732 Saddlers Court
Naperville Illinois 60540

TOTAL PAYMENT DUE		2023 Second Installment Property Tax Bill - Cook County Electronic Bill						
\$0.00		Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
By 02/01/2025		08-23-203-037-0000	050	16048	2023	(2024)	ELK GROVE	5-17
IF PAYING LATE, PLEASE PAY		02/02/2025 - 03/01/2025	03/02/2025 - 04/01/2025		04/02/2025 - 05/01/2025		LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW	
		\$0.00	\$0.00		\$0.00			

YOUR TAXING DISTRICTS

WHERE YOUR MONEY GOES			
Total 2023 Tax Bill \$125,563.00		\$4,995.98 MORE than 2022	
Taxing District	2023 Tax	2022 Tax	Difference
Community Consolid. SD 59 Arlington Hts	\$42,343.72	\$40,071.59	\$2,272.13 More
Township HS District 214 (Arlington Hts)	\$35,540.81	\$33,139.37	\$2,401.44 More
Village of Mount Prospect	\$12,835.39	\$13,272.66	-\$437.27 Less
Mt Prospect Park District	\$8,154.76	\$7,707.16	\$447.60 More
Mount Prospect Library Fund	\$7,297.13	\$6,974.49	\$322.64 More
Harper College Comm College 512 Palatine	\$6,003.42	\$5,776.85	\$226.57 More
Metro Water Reclamation Dist of Chicago	\$5,014.96	\$5,269.61	-\$254.65 Less
County of Cook	\$2,471.15	\$3,494.28	-\$1,023.13 Less
Cook County Public Safety	\$2,020.52	\$1,493.53	\$526.99 More
Cook County Health Facilities	\$1,119.28	\$1,084.92	\$34.36 More
Cook County Forest Preserve District	\$1,090.21	\$1,141.28	-\$51.07 Less
Town of Elk Grove	\$741.34	\$704.49	\$36.85 More
Consolidated Elections	\$465.16	\$0.00	\$465.16 More
Road & Bridge Elk Grove	\$174.43	\$169.08	\$5.35 More
Northwest Mosq Abatement Dist Wheeling	\$145.36	\$126.81	\$18.55 More
General Assistance Elk Grove	\$145.36	\$140.90	\$4.46 More

DO NOT PAY THESE TOTALS	\$125,563.00	\$120,567.02	\$4,995.98	More
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The above breakdown displays how much you pay in property taxes to each taxing district and the change from last year. Please see reverse side for a detailed breakdown by Taxing District.

TAX CALCULATOR		IMPORTANT MESSAGES	
2022 Assessed Value	481,919	2023 Total Tax Before Exemptions	125,563.00
		Homeowner's Exemption	.00
		Senior Citizen Exemption	.00
2023 Assessed Value	481,919	Senior Freeze Exemption	.00
2023 State Equalizer	X 3.0163		
2023 Equalized Assessed Value (EAV)		2023 Total Tax After Exemptions	125,563.00
	1,453,612	First Installment	66,311.86
2023 Local Tax Rate	X 8.638%	Second Installment +	59,251.14
2023 Total Tax Before Exemptions		Total 2023 Tax (Payable in 2024)	125,563.00
	125,563.00		
PROPERTY LOCATION		MAILING ADDRESS	
500 W ALGONQUIN RD MOUNT PROSPECT IL 60056 6207		500 ALGONQUIN LLC 100 SAUNDERS RD STE150 LAKE FOREST IL 600452526	

TAXING DISTRICT BREAKDOWN

Taxing Districts	2023 Tax	2023 Rate	2023 %	Pension	2022 Tax
MISCELLANEOUS TAXES					
Northwest Mosq Abatement Dist Wheeling	145.36	0.010	0.12%		126.81
Metro Water Reclamation Dist of Chicago	5,014.96	0.345	3.99%	523.30	5,269.61
Mt Prospect Park District	8,154.76	0.561	6.49%	726.80	7,707.16
Miscellaneous Taxes Total	13,315.08	0.916	10.60%		13,103.58
SCHOOL TAXES					
Harper College Comm College 512 Palatine	6,003.42	0.413	4.78%		5,776.85
Township HS District 214 (Arlington Hts)	35,540.81	2.445	28.31%	639.58	33,139.37
Community Consolid. SD 59 Arlington Hts	42,343.72	2.913	33.72%	1,002.99	40,071.59
School Taxes Total	83,887.95	5.771	66.81%		78,987.81
MUNICIPALITY/TOWNSHIP TAXES					
Mount Prospect Library Fund	7,297.13	0.502	5.81%		6,974.49
Village of Mount Prospect	12,835.39	0.883	10.22%	5,669.08	13,272.66
Road & Bridge Elk Grove	174.43	0.012	0.14%		169.08
General Assistance Elk Grove	145.36	0.010	0.12%		140.90
Town of Elk Grove	741.34	0.051	0.59%		704.49
Municipality/Township Taxes Total	21,193.65	1.458	16.88%		21,261.62
COOK COUNTY TAXES					
Cook County Forest Preserve District	1,090.21	0.075	0.87%	14.53	1,141.28
Consolidated Elections	465.16	0.032	0.37%		0.00
County of Cook	2,471.15	0.170	1.97%	450.61	3,494.28
Cook County Public Safety	2,020.52	0.139	1.61%		1,493.53
Cook County Health Facilities	1,119.28	0.077	0.89%		1,084.92
Cook County Taxes Total	7,166.32	0.493	5.71%		7,214.01
(Do not pay these totals)	125,563.00	8.638	100.00%		120,567.02

Pursuant to Cook County Ordinance 07-O-68, if you are a mortgage lender, loan servicer, or agent of any entity within the meaning of 35 ILCS 200/20-12, you may not pay using a downloadable tax bill unless you pay the \$5 duplicate bill fee.

*** Please see 2023 Second Installment Payment Coupon next page ***

Cook County Payment Coupon

CUT & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE \$0.00 By 02/01/2025 If paying later, refer to amounts above.		IMPORTANT PAYMENT MESSAGES Cook County eBill Click to pay online Click to update Mailing Name/Address SN 0020230200 RTN 500001075 AN (see PIN) TC 008911		Property Index Number (PIN) 08-23-203-037-0000 Amount Paid \$ T3LG Volume 050	
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Internal use only

00202302004082320303700000008911200

**This is an Official Downloadable Tax Bill Payment Coupon.
Please process this coupon along with payment presented.**

**COOK COUNTY TREASURER
PO BOX 805438
CHICAGO IL 60680-4116**

January 17, 2025

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

Re: Letter of Intent - 500 W. Algonquin Rd., Mt. Prospect, Illinois (PIN: 08-23-203-037-0000)

Dear Ms. Lalagos,

I hope this correspondence finds you well. I am writing on behalf of my client, AGL 500 WEST LLC (“Applicant”), the owner of the property located at 500 W. Algonquin Road, Mt. Prospect, Illinois. As part of the application for a Major Amendment to the Lake Center Plaza PUD, we are submitting this Letter of Intent to outline the proposed improvements and usage.

The property consists of approximately 2.6 acres and is part of a Limited Industrial Planned Unit Development (PUD) established in 1987 and amended by Ordinances in 1989 and 2007. The properties to the south and west are zoned as Limited Industrial, while the properties to the north and east are zoned as Limited Industrial PUD.

The Applicant intends to use the property for its business operation, which includes Broadway Electric, Inc., a full-service electrical contractor, and Cornerstone Contracting, Inc., a general contractor specializing in large-scale, federally funded projects. The operation currently employs 83 full-time staff, including 46 employees who will work on-site at the subject property.

The site features an existing vacant building with a total area of +/- 22,135 square feet, including a warehouse and office space. Approximately 13,514 square feet of the building will be dedicated to office use, which will undergo renovation to include new window treatments, interior and exterior paint, updated signage, and upgrades to plumbing and mechanical systems. The remaining +/-8,621 square feet will be dedicated for warehousing, including housing tools, materials, and equipment for the electrical contractor business. There will be +/-75 parking spaces, providing sufficient parking for employees and visitors.

Additionally, the Applicant proposes to construct a new +/- 5,500 square foot habitable, Fire Code compliant warehouse in the northwest quadrant of the property, replacing the existing tennis court. This structure will measure approximately 50' by 110' with side and rear yard setbacks of 19' and 20', respectively, and a height of 17' 8 ½".

The new warehouse will be used for material storage only for contractor and electrical equipment, with no outdoor storage on-site. Items such as conduit, fittings, wire, and switchgear will be stored on-site for less than 30 days before being transported to various project sites by in-house drivers using vans or smaller box trucks. The business has approximately 3-4 vans and/or trucks and one 16' box truck. The box truck is typically in the field, as it gets reassigned to field employees from one project to another. The box truck will be parked in the loading dock of the existing building and the other small trucks/vans will be parked right outside of the existing warehouse on the north side in the parking stalls. There will be no larger vehicles kept on site.

As a result of the proposed new warehouse, there will be no increase to the impervious surface, since the building is replacing the existing tennis court. The site will also meet the performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare listed in Mt. Prospect's Code of Ordinances Section 14.2101. Any mechanical equipment will be screened and in compliance with Mt. Prospect Code of Ordinances Section 14.3041. Outdoor lighting will meet the standards of Mt. Prospect Code of Ordinance Section 14.314. The Applicant understands that full cutoff luminaries with a total cutoff angle of not more than 90 degrees and flat lenses are required. Signage will comply with standards of Chapter 7 of the Mt. Prospect Code of Ordinances. Lastly, we are in the process of confirming with MWRD if the proposed improvements would require a Watershed Management Ordinance (WMO) permit from the MWRD. We will update our Village Staff once we receive a response related to this inquiry.

We believe that the proposed improvements will enhance the property and the surrounding area and are supported by the Village Code of Ordinances. Please feel free to contact me directly at 224-955-7095 or katarina@birchwood.law should you require any additional information. We look forward to working with you and the Village of Mount Prospect on this project.

Sincerely,



Katarina S. Karac

Responses to Conditional Use Standards

To: Ms. Antonia Lalagos
Development Planner
Community Development Department
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, IL 60056

Date: 01/17/2025

Re: 500 W. Algonquin Road, Mt. Prospect, IL.

14.203: STANDARDS FOR CONDITIONAL USE

No conditional use shall be recommended for approval by the planning and zoning commission unless it finds:

a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

Response: The proposed site updates to 500 W. Algonquin Rd. will not be detrimental to public health, safety, morals, comfort, or the general welfare. The business activity that will be supported includes office and warehousing of contractor equipment to be used off-site on various projects. The proposal will foster a stronger Mount Prospect by bringing in a quality business that has existed for more than 40 years. The site improvements complement the surrounding buildings and will enhance the surrounding area.

b) That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.

Response: The proposed use and improvements are consistent with the general character of the area. All activities, including the storage of tools, equipment, and materials, will take place indoors, with no outdoor storage or excessive noise. The vehicles on site will consist of mostly office building workers' vehicles with 3-4 small trucks and vans and one 16' box truck. No heavy vehicular traffic is expected (consistent with the existing operation). The proposal will not be injurious to the uses and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values within the neighborhood.

c) That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Response: The proposed amendment aligns with the existing PUD which allows for office and warehouse uses. No new uses are being proposed. The Applicant is requesting to add a +/-5,500 warehouse building to the northwest section of the site where the tennis courts are currently located. The new warehouse will serve the Applicant's business. The proposal will not impede the normal and orderly development of the surrounding property.

d) That adequate public utilities, access roads, drainage, and/or necessary facilities have been or will be provided.

Response: The property will be adequately served by public utilities. The main access will continue to be off of Algonquin Road. The site will comply with all Public Works, Building and Fire Code requirements.

e) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: The site includes primary two-way access via Algonquin Road and secondary access on Wall Street, sufficient to manage traffic flow.

f) That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village.

Response: The proposal aligns with the recommended future land uses identified by the Comprehensive Plan – Business and Light Industrial. Also, the Comprehensive Plan recommends encouraging the reuse of underutilized industrial properties. The proposed improvements will contribute to the economic vitality of the industrial/commercial corridor along Algonquin Road.

g) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Response: The property will adhere to all applicable zoning regulations and PUD requirements. No modifications from the development standards will be required.

Sincerely,



Katarina Karac

To: Ms. Antonia Lalagos
Development Planner
Community Development Department
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, IL 60056

Date: 01/17/2025

Re: 500 W. Algonquin Road, Mt. Prospect, IL.

RESPONSES TO STANDARDS FOR PLANNED UNIT DEVELOPMENTS:

14.504: STANDARDS FOR PLANNED UNIT DEVELOPMENTS:

A. General Standards:

1. Except as modified by and approved in the final planned unit development plan, the proposed development complies with the regulations of the district or districts in which it is to be located.

Response: The proposed amendment to the PUD complies with the bulk regulations for the I-1 Limited Industrial PUD District, including parking, setbacks, height, and impervious surface requirements.

2. The principal use in the proposed planned unit development is consistent with the recommendations of the Comprehensive Plan of the Village for the area containing the subject site.

Response: The principal use aligns with the Village's Comprehensive Plan which recommends Business and Light Industrial for future land uses. The proposal also aligns with Policy 1.2, which encourages the reuse and redevelopment of underutilized properties. This proposal will revitalize a vacant office building and more fully utilize the site by removing the tennis court and adding a +/- 5,500 warehouse building.

3. The proposed planned unit development is in the public interest and is consistent with the purposes of this zoning ordinance.

Response: The proposed project is in the public interest as it will relocate a 40+ year old Illinois-based business to the Mount Prospect community and will open future job opportunities in the community. Also, the proposed use is consistent with the purpose of I-1 Limited Industrial District, which is “intended to provide an area suitable for industrial, manufacturing, warehousing and research facilities that do not create appreciable nuisance or hazards, or an area for such uses that require a pleasant, hazard and nuisance free environment.” The warehousing component of the site is low-hazard and will not create any nuisances in the area.

4. The streets have been designed to avoid:

a. Inconvenient or unsafe access to the planned unit development;

Response: The access for the site will remain the same with primary ingress and egress on Algonquin Road and secondary access on Wall Street.

b. Traffic congestion in the streets which adjoin the planned unit development;

Response: The proposed development will not significantly increase traffic congestion. Deliveries will be limited to 2–3 times per week during off-peak hours (6:00 a.m. to 9:00 a.m.). The site’s existing infrastructure is sufficient to handle current and projected traffic volumes.

c. An excessive burden on public parks, recreation areas, schools, and other public facilities which serve or are proposed to serve the planned unit development.

Response: The proposed use will not place any undue burden on public facilities. The site is already served by public facilities. Adding a small warehouse building will not overburden the local resources.

Sincerely,



Katarina Karac

LEGAL DESCRIPTION

500 West Algonquin, Mount Prospect, Illinois

PIN: 08-23-203-037-0000

LOT 1 IN LAKE CENTER PLAZA RESUBDIVISION NO. 2 OF PART OF THE
NORTHEAST 1/4 OF SECTION 23 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

March 14, 2025

Jason C. Shallcross, AICP, CecD
Director of Community Development
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, IL 60056

VIA EMAIL to jshallcross@mountprospect.org

Re: Request to Waive Second Reading of the Ordinance

Dear Mr. Shallcross,

I am writing on behalf of my client, AGL 500 West LLC, the Applicant for a Major PUD Amendment Application (PZ-02-25). The Planning & Zoning Commission unanimously recommended approval of our client's Conditional Use request to amend an existing Planned Unit Development (PUD) for 500 West Algonquin Road (subject property).

The proposal includes constructing a 5,500-square-foot warehouse, updating the existing light industrial building, and completing related site modifications at the subject property. Our request is scheduled to go before Village Board for the ordinance's first reading on April 02, 2025.

We are requesting that the Village Board waive the second reading, tentatively scheduled for April 15, 2025, and take final action at the April 02, 2025 meeting because my client is facing a critical project timeline and they are eager to move forward with the permitting process to keep construction on track and fulfill operational commitments.

I appreciate your assistance in facilitating this request. Should you have any questions, feel free to contact me at 224-955-7095 or katarina@birchwood.law.

Sincerely,



Katarina S. Karac

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

CASE NO. PZ-02-25 Hearing Date: March 13, 2025

PROPERTY ADDRESS: 500 West Algonquin Road, Mount Prospect

PETITIONER: AGL 500 West LLC

PUBLICATION DATE: February 26, 2025

REQUEST: A conditional use to amend an existing planned unit development to construct a new building and related site modifications

MEMBERS PRESENT: Joseph Donnelly
Walter Szymczak
William Beattie
Michael Fricano

MEMBERS ABSENT: Donald Olsen
Ewa Weir
Richard Rogers

STAFF MEMBERS PRESENT: Antonia Lalagos – Development Planner

INTERESTED PARTIES: Katarina Karac, Birchwood Law LLC

Chairman Donnelly called the meeting to order at 7:02 PM. Commissioner Beattie made a motion seconded by Commissioner Szymczak to approve the minutes from the Planning and Zoning Commission meeting on January 23, 2025 and the Planning and Zoning Commission workshop on February 27, 2025. The minutes were approved 4-0.

Chairman Donnelly introduced case number PZ-02-25, 500 West Algonquin Road, a request for a conditional use for a major PUD amendment. The Village Board's decision is final for this case.

Ms. Lalagos reported that the petitioner, AGL 500 West LLC, is seeking conditional use approval to amend an existing Planned Unit Development to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road, the subject property.

Ms. Lalagos explained the history and existing conditions of the subject property. The subject property is part of an existing PUD commonly known as Lake Center Plaza and is composed of 8 parcels encompassing approximately 35 acres. The PUD was created in 1987 and allowed for industrial, office, and office research business uses. The subject property contains an existing office/warehouse building that was originally constructed in 1991 for Mutoh Americas, a drafting

machine and wide-format printer manufacturer. The subject property improvements include a parking lot with associated driveways and a blacktop tennis court.

Ms. Lalagos reviewed the petitioner's proposal. The petitioner, AGL 500 West LLC, intends to use the property for its business operation, which includes Broadway Electric Inc, a full-service electrical contractor, and Cornerstone Contracting Inc, a general contractor specializing in large-scale, federally funded projects. The petitioner proposes to renovate the existing 22,135 square foot office/warehouse and to construct a new 5,500 square foot warehouse on the west side of the property, replacing the tennis courts. The new warehouse will be used for material storage for contractor and electrical equipment, with no outdoor storage on-site.

Ms. Lalagos shared an overview of the site plan. The new warehouse building will measure approximately 50' by 110', with side and rear yard setbacks of 19' and 20' respectively. The petitioner is also adding a 6' tall garbage enclosure and a generator near the existing warehouse driveway. Ms. Lalagos confirmed that overall lot coverage of the subject property will remain at 57% as the new structure will be constructed in the area of the existing tennis courts. The two existing vehicular access points into the subject property will remain.

Ms. Lalagos reviewed the parking at the site. A total of 64 parking stalls are required by code. The existing facility currently provides 75 parking stalls, including 3 accessible spaces. She shared that the business utilizes 3 to 4 vans and trucks and one 16' box truck, and that the petitioner has committed to parking the commercial vehicles in a designated area of the parking lot on the rear elevation of the primary building. Ms. Lalagos requested that the Planning and Zoning commission add an additional condition of approval to the ordinance which restricts commercial vehicle parking to the following locations: i) the area designated in the site plan; or ii) inside the warehouse.

Ms. Lalagos described the new warehouse building. It will measure approximately 5,500 square feet with a height of 17.7'. The exterior walls of the building will be composed of fiber cement cladding panel over metal framing over structural girts, stone sill banding, and manufactured stone panel. The roof will be a standing seam or single-ply roofing membrane with a low slope. The structure will have four 12' x 14' overhead doors on the east elevation, as well as an aluminum and glass storefront with a suspended entry canopy. No roof top units are proposed for the new building.

Ms. Lalagos then described the existing warehouse / office building. The existing building will have approximately 13,514 square feet dedicated to office use, and will undergo renovation to include new window treatments, interior and exterior paint, updated signage, and upgrades to plumbing and mechanical systems. The remaining 8,621 square feet will be dedicated for warehousing, including housing tools, materials, and equipment for the electrical contractor business.

Ms. Lalagos summarized the landscape plan. The petitioner will provide additional perimeter landscaping consisting of a variety of shrubs to complement the existing shade and ornamental trees on the subject property. A four-foot-wide band of foundation landscaping will be provided on the north and south elevation of the new building, and on the south and east elevation of the existing building. Shade trees and live coverage will be added to parking lot islands throughout the site. The existing freestanding signs will have a minimum of two square feet of landscaping per square foot of sign face added to the base of the podium. The trash enclosure and ground mounted

mechanical equipment will be screened with six-foot tall arborvitae. The petitioner proposes to remove six trees in total, citing safety or operational hazards as the reasons for removal.

Ms. Lalagos noted that the proposal aligns with the Village's long-range plans including the 2017 Comprehensive Plan and the 2020 Connect South Mount Prospect Subarea Plan. In the 2017 Comprehensive Plan, the property is listed as "mixed-use" in the future land use plan, which includes office and warehousing in the list of its primary uses. Chapter 1, Policy 1.2 is to support infill development and adaptive reuse or redevelopment of underutilized properties. In the 2020 South Mount Prospect Subarea Plan, Chapter 7, Goal 2 is to focus on business retention, attraction, and expansion.

Ms. Lalagos asserted that the request meets the conditional use and planned unit development standards set forth in the Village Code. She requested 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:

"Motion to approve:

A conditional use to amend Ord. 3831 and Ord. 5617 of the Lake Center Plaza Planned Unit Development to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road, Case No. PZ-02-25, subject to the conditions listed in the staff report, as well as an additional condition requested by staff during the hearing, that parking for the commercial vehicles shall be restricted to the following locations: i) The area designated in the site plan; or ii) inside the warehouse."

Ms. Lalagos stated that the Village Board's decision is final for this case.

Commissioner Beattie asked where the parking was designated in the site plan.

Ms. Lalagos showed on the site plan that the designated parking area is behind the existing building, or in the warehouse.

Chairman Donnelly asked where the generator is located.

Ms. Lalagos responded that the generator is to the west of the existing building, between the trash enclosure and the building.

Chairman Donnelly asked if the business needs to park additional trucks could they expand the designated parking spots along the back of the building.

Ms. Lalagos answered yes, the designated area behind the building is where trucks would be allowed to park and noted that the site exceeds the parking minimums required.

Chairman Donnelly swore in the petitioner's representative, Katarina Karac of 5 Revere Drive, Suite 200, Northbrook, Illinois.

Ms. Karac introduced the petitioner and provided background information on the proposal. The applicant is AGL 500 West LLC, the owner of 500 West Algonquin Road. Owners Christian Blake

and John Batson, and architect David Wojick were present at the hearing. Ms. Karac explained that there are two proposed businesses, Broadway Electric Inc, an electrical contractor, and Cornerstone Contracting Inc, a general contractor. They mostly work on federal contracts. They spent a lot of time looking for a suitable site to relocate their business. They are currently located in Elk Grove Village and have been in business for 40 years. Ms. Karac asserted that it is a high-quality business that will bring 83 full time jobs, 46 of which are office jobs. She stated there is urgency with the application. The petitioners have been working diligently to address staff comments. She reported that the petitioner went before the Village Board with a request for a 6B tax credit on December 17, 2024, and that they have six months to get the zoning approvals needed to satisfy the conditions of the resolution. Ms. Karac noted that the petitioner is at capacity at their current location, and they would like to renovate the existing building at the subject property as quickly as possible to relocate staff there. She explained that it would be easier to submit for a building permit for both buildings at the same time. Ms. Karac indicated that the subject property is surrounded by other limited industrial zoning. She confirmed that the existing building has been vacant for a little over nine months.

Chairman Donnelly noted that some trees are being removed from the property. He asked if the landscaping will be mostly existing plantings or new plantings.

Ms. Karac showed the landscaping plan with the additional plantings and shared that the goal is to have robust landscaping along the perimeter of the property and around the buildings. She said they were trying to preserve as much as possible and then add additional plantings on top of that.

Ms. Karac continued describing the site and stated that the impervious surface will not increase. The materials are stored on site for less than 30 days and then are taken off-site for field work. Increased traffic is not anticipated. The vehicles are mostly in the field and are not always brought back to the business location. Ms. Karac suggested that the new building will complement the area and will be in line with the existing building. She reported that the signage will comply with code, which will consist of two new wall signs on the south and east elevations, and existing freestanding signs at the access points.

Ms. Karac summarized the tree preservation and removal plan. There are 87 existing trees on site, and the petitioner is proposing to remove six: two trees are next to the proposed warehouse and four trees are causing structural damage to the existing building. Ms. Karac displayed photos from their structural engineer showing the damage.

Ms. Karac confirmed that the lighting plan to be submitted with the building permit will be compliant with code. Exterior light fixtures will be replaced, including four pole-mounted lights and two wall-mounted lights, and three bollard lights. The light posts will remain, and 10 ground mounted lights will be removed.

Ms. Karac reviewed the petitioner's responses to the conditional use standards. She asserted that the business has no hazardous materials, heavy industrial use, or activities that could endanger the public. The proposal will bring in a quality business that has existed for more than 40 years. She said that enhancements to the property will improve its appearance and functionality, benefitting the community. The property's use is consistent with the general character of the area. Ms. Karac confirmed that all business activities will be indoors – no outdoor storage, excessive noise, or

disruptive activity. The vehicles on site will include employee personal vehicles, 3-4 small work vans/trucks, and one 16' box truck.

Commissioner Beattie asked how many people would be working on site day to day.

Ms. Karac responded 46 people.

Ms. Karac continued to review the responses to the conditional use standards. She shared that the proposed 5,500 square foot warehouse will replace an unused tennis court, making better use of the land. She noted that no new or disruptive uses are proposed – office and warehouses are already permitted. Ms. Karac suggested that the warehouse design and landscaping are complementary to the surrounding area. The site already has access to necessary public utilities. The primary access point will remain off Algonquin Road, with a secondary access point on Wall Street. Ms. Karac claimed that the site and development will comply with all Public Works, Building, and Fire Codes. She summarized how the proposal aligns with the Comprehensive Plan. The Comprehensive Plan designates this area for business and light industrial use, and the proposed use fits within this designation. The plan encourages adaptive reuse of existing industrial properties. The proposal supports local job creation and business retention, aligning with Mount Prospect's economic goals.

Ms. Karac reviewed the petitioner's responses to the PUD standards. She stated that the property will adhere to all applicable zoning regulations and PUD requirements. No modifications from the development standards are proposed. She reported that the proposed amendment complies with the I-1 Limited Industrial PUD district bulk regulations, including parking, setbacks, building height, and impervious surface requirements. Ms. Karac described how the PUD amendment aligns with the Comprehensive Plan, as it supports business and light industrial zoning for future land use, encourages redevelopment of underutilized properties, and enhances the site by repurposing a vacant building and replacing an unused tennis court with a functional building. Ms. Karac indicated that the proposal relocates a 40-year-old Illinois-based business to Mount Prospect, bringing economic benefits, and creating job opportunities in the community. The I-1 Limited Industrial District is intended for light industrial, warehousing, and research uses. She asserted that the warehouse does not create nuisances. Ms. Karac explained that the site will have minimal impact on traffic volume and deliveries are limited to 2-3 times per week. Deliveries will occur during off-peak hours, 6AM – 9AM, to avoid congestion. Existing road infrastructure can accommodate the current and future traffic. Finally, Ms. Karac reported that the proposal will have no additional demand on public recreation areas or municipal services. The site is already served by public facilities, and it will not strain resources.

Commissioner Beattie noted that one of the conditions of approval is that the petitioner shall address comments from the review letter dated February 25, 2025 and asked what comments were in the letter.

Ms. Lalagos replied that the comments were from Village departments and had to be addressed either before the Village Board hearing or before permit application submittal. The letter was made available in the agenda packet.

Chairman Donnelly asked the petitioner if the conditions of approval were acceptable.

Ms. Karac confirmed that the petitioner is aware of each department's requirements from the letter and the petitioner is fine with the conditions that are proposed.

Commissioner Beattie asked if the commercial vehicles will fit in the designated parking area.

Ms. Karac confirmed that they would.

Chairman Donnelly noted that commercial vehicle parking and outdoor storage are two general areas of concern but that the commission was satisfied with the proposal.

Hearing no further comments or questions, Chairman Donnelly closed the hearing and asked for a motion. Commissioner Beattie made a motion seconded by Commissioner Szymczak to approve the motion as written in the staff report.

Ms. Lalagos requested that the motion be amended to include the additional parking provision.

Commission Beattie made a motion seconded by Commission Szymczak to amend the motion and approve the following:

"Motion to approve:

1. A conditional use to amend Ord. 3831 and Ord. 5617 of the Lake Center Plaza Planned Unit Development to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road, Case No. PZ-02-25, subject to the following conditions:
 - a. The petitioner shall revise the plan sets to include:
 - i. The latest revision date on all pages;
 - ii. Elevations for the north side of the detached warehouse building. The elevations for the north side of the building shall be consistent with the other elevations of the building;
 - iii. The schematic landscape plan depicted on LS-3 shall be updated to match the Landscape Plan, as prepared by Pamela Self, bearing the latest revision date February 26, 2025;
 - b. The subject property shall be developed in strict compliance with the approved development plans which will consist of the following:
 - i. Conceptual Site Plan, Floor Plan, Elevations, Trash Enclosure, and Schematic Landscape Plan (LS-1, LS-2, LS-3) titled "Proposed Remodeling for Broadway Electric / Cornerstone Contracting Inc", as prepared by Wojcik + Associates Architects, Inc bearing the latest revision date February 26, 2025;
 - ii. Landscape Plan (L-1, L-2, T-1, T-2, IR-1), as prepared by Pamela Self, bearing the latest revision date February 26, 2025;
 - c. The petitioner shall address all comments included in the Village review letter dated February 25, 2025;
 - d. A fully compliant photometric plan will be required as part of the building permit submittal;

- e. A fully compliant signage proposal will be required for the sign permit submittal;
and
- f. Compliance with all applicable development, fire, building, and other Village Codes and regulations;
- g. Parking for the commercial vehicles shall be restricted to the following locations:
 - i. The area designated in the site plan; or
 - ii. inside the warehouse.”

UPON ROLL CALL AYES: Szymczak, Beattie, Fricano, Donnelly
 NAYS: None

The Planning and Zoning Commission gave a positive recommendation (4-0) to the Village Board for the April 2, 2025 meeting.

Chairman Donnelly asked if there were any citizens to be heard.

Hearing no further discussion, Commissioner Beattie made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 7:37 PM.



Antonia Lalagos, Development Planner

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3831 GRANTING A
CONDITIONAL USE IN THE NATURE OF A PLANNED UNIT DEVELOPMENT
FOR PROPERTY COMMONLY KNOWN AS LAKE CENTER PLAZA,
AMENDED BY ORDINANCE NO. 5617, FOR PROPERTY LOCATED AT
500 WEST ALGONQUIN ROAD, MOUNT PROSPECT, ILLINOIS**

WHEREAS, by Ordinance No. 3831, the Corporate Authorities of the Village of Mount Prospect approved a conditional use permit for the Lake Center Plaza Planned Unit Development; and

WHEREAS, by Ordinance No. 5617, the Lake Center Plaza Planned Unit Development was amended; and

WHEREAS, AGL 500 West LLC (“Petitioner”), filed an application for a conditional use to amend the Lake Center Plaza Planned Unit Development, pursuant to Section 14.504(E)(1) of the Village Code, to construct a new building and related site modifications for the property commonly known as 500 West Algonquin Road (“Subject Property”) and part of the Lake Center Plaza Planned Unit Development in the Village of Mount Prospect, Illinois and legally described as:

LOT 1 IN LAKE CENTER PLAZA RESUBDIVISION NO. 2 OF PART OF THE NORTHEAST 1/4 OF SECTION 23 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-23-203-037-0000; and

WHEREAS, a public hearing was held on the request for a conditional use to amend the Lake Center Plaza Planned Unit Development being the subject of PZ-02-25 before the Planning and Zoning Commission of the Village of Mount Prospect on the 13th day of March, 2025, pursuant to proper legal notice having been published in the Daily Herald newspaper on the 26th day of February, 2025; and

WHEREAS, the Planning and Zoning Commission has submitted its findings and recommendations of approval, with specific conditions, to the Mayor and Board of Trustees in support of the request being the subject of PZ-02-25; 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 same meets the standards of the Village and that the granting of the proposed conditional use to amend the planned unit development 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: That the recitals set forth hereinabove are incorporated herein 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 a conditional use to amend Ord. 3831 and Ord. 5617 of the Lake Center Plaza Planned Unit Development to construct a 5,500 square foot warehouse, update the existing light industrial building, and complete related site modifications at 500 West Algonquin Road, Case No. PZ-02-25, subject to the following conditions:

1. The subject property shall be developed in strict compliance with the approved development plans which will consist of the following:
 - a. Architectural plans entitled “Proposed Remodeling for Broadway Electric / Cornerstone Contracting Inc”, 5 pages, as prepared by Wojcik + Associates Architects, Inc bearing the latest revision date March 18, 2025;
 - b. Landscape plans entitled “Broadway Electric / Cornerstone Contracting Inc”, 5 pages, as prepared by Pamela Self, bearing the latest revision date February 26, 2025;
2. Parking for commercial vehicles shall be restricted to the following locations:
 - a. The area designated in the site plan; or
 - b. Inside the warehouse.
3. The petitioner shall address all comments included in the Village review letter dated February 25, 2025;
4. A fully compliant photometric plan will be required as part of the building permit submittal;
5. A fully compliant signage proposal will be required for the sign permit submittal; and

6. Compliance with all applicable development, fire, building, and other Village Codes and regulations.

Except for the amendment to the planned unit development request granted herein, all other applicable Village of Mount Prospect, Illinois ordinances and regulations shall remain in full force and effect as to the subject property.

SECTION THREE: The Village Clerk is hereby authorized and directed to record a certified copy of this Ordinance and Exhibits “A,” “B,” and “C” with the Recorder of Deeds of Cook County.

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

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this 2nd day of April, 2025.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk

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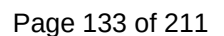
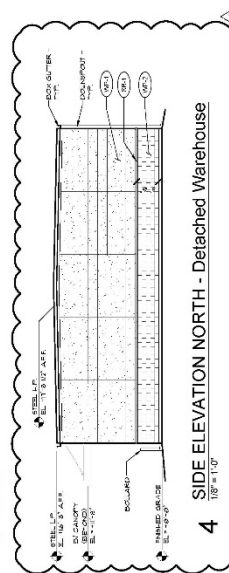
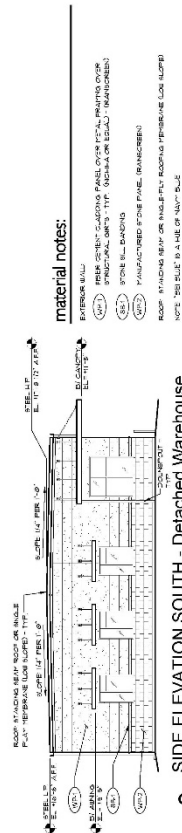
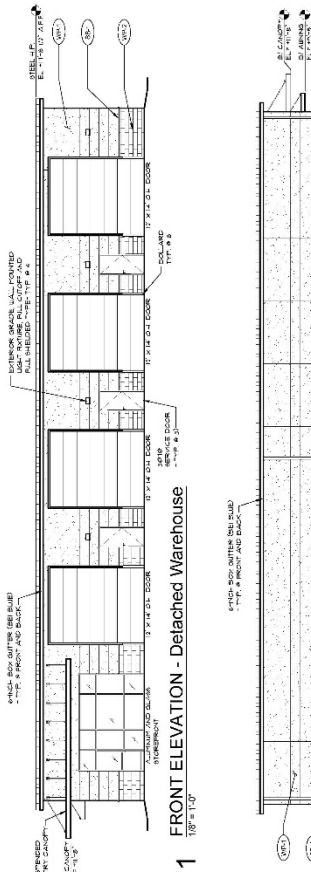


EXHIBIT A



1. Complete and submit to the Engineer, at least 10 business days prior to the start of work, a copy of this form and a copy of the contract documents, including the specifications, for review and approval.			
No.	Item Description	Quantity	Unit
1	1" x 2" FINAL DIMENSION	100	sq. ft.
2	REQUIRED PER 1" x 2"	30	sq. ft.
3	REQUIRED FOR 1" x 2"	10	sq. ft.
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EXHIBIT A

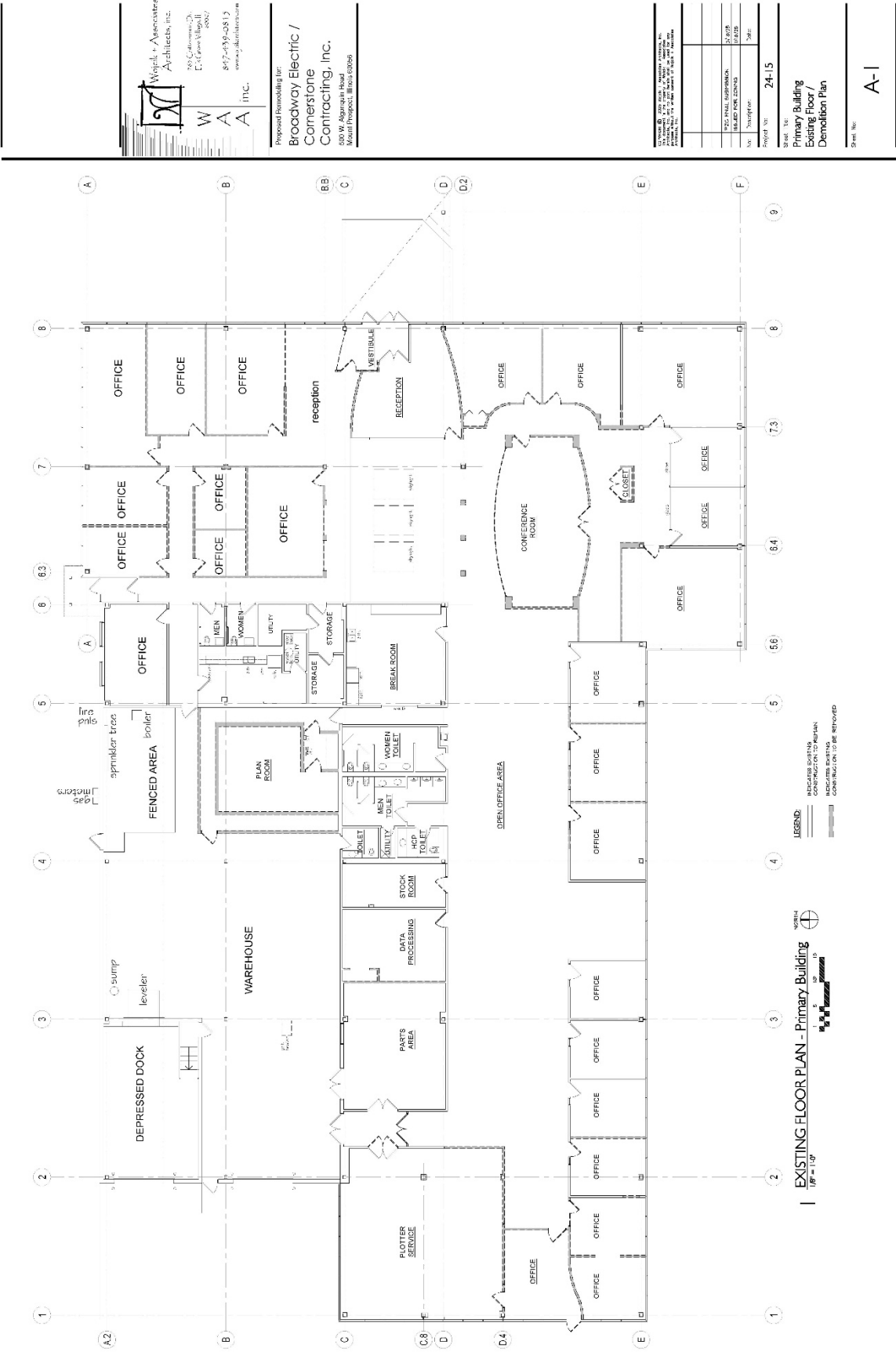


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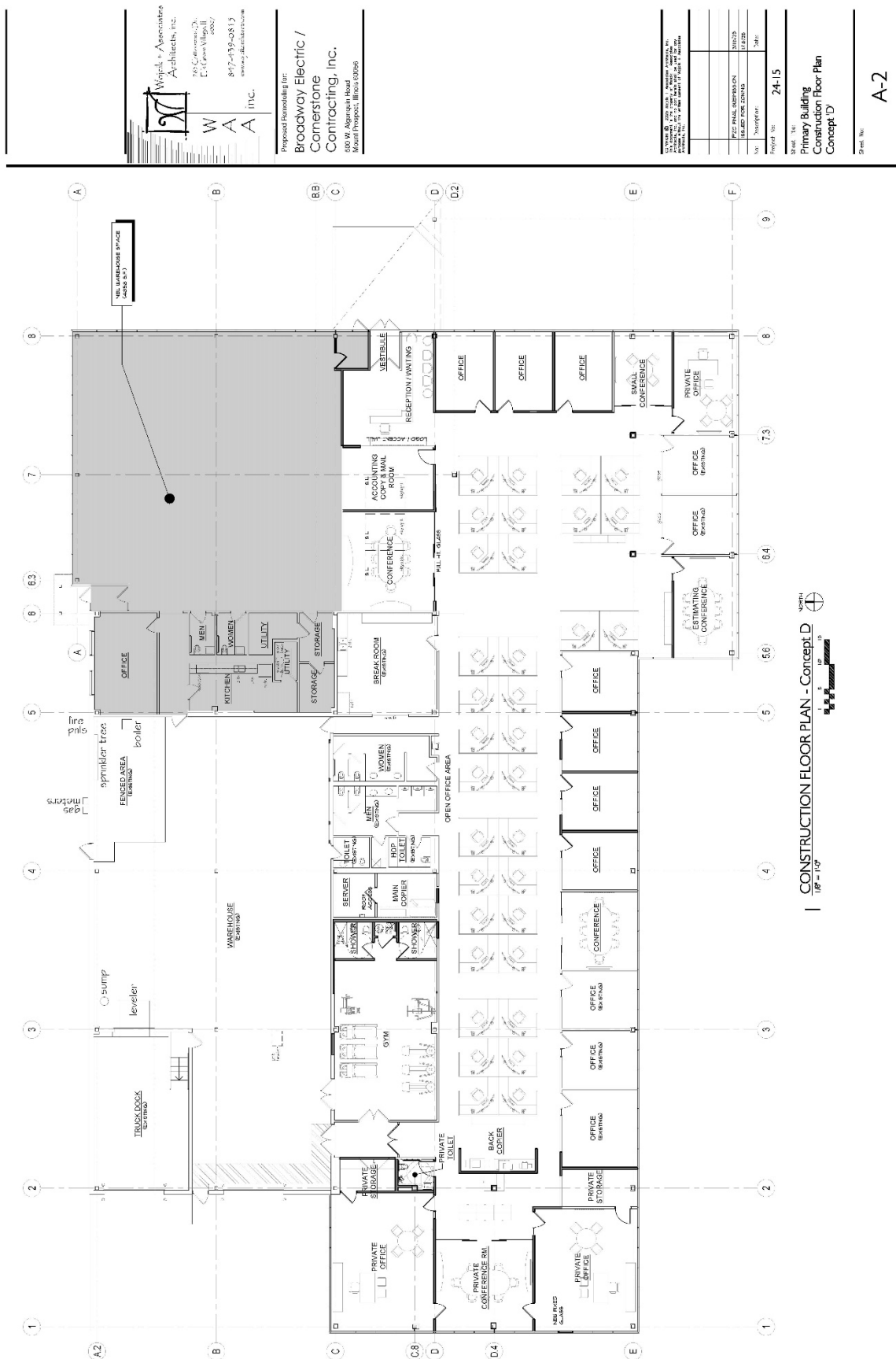


EXHIBIT B

NOT FOR CONSTRUCTION

LIVESCAPE
ARCHITECTURE
name | aself

2001, 500 St. Cook Street Ste. 0212, 214
Blairstown, PA 17003
617.438.4022
www.dccs.org/acc/cdm

Project Team:
Wojcik + Associates Architects, Inc.
265 Cottonwood Dr.
Elk Grove Village, IL
047.490.0000

**Broadway Electric/
Cornerstone
Contracting, Inc.**

500 W. Algonquin Road
Mt. Prospect, Illinois

Date	Revision
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32-26-25	

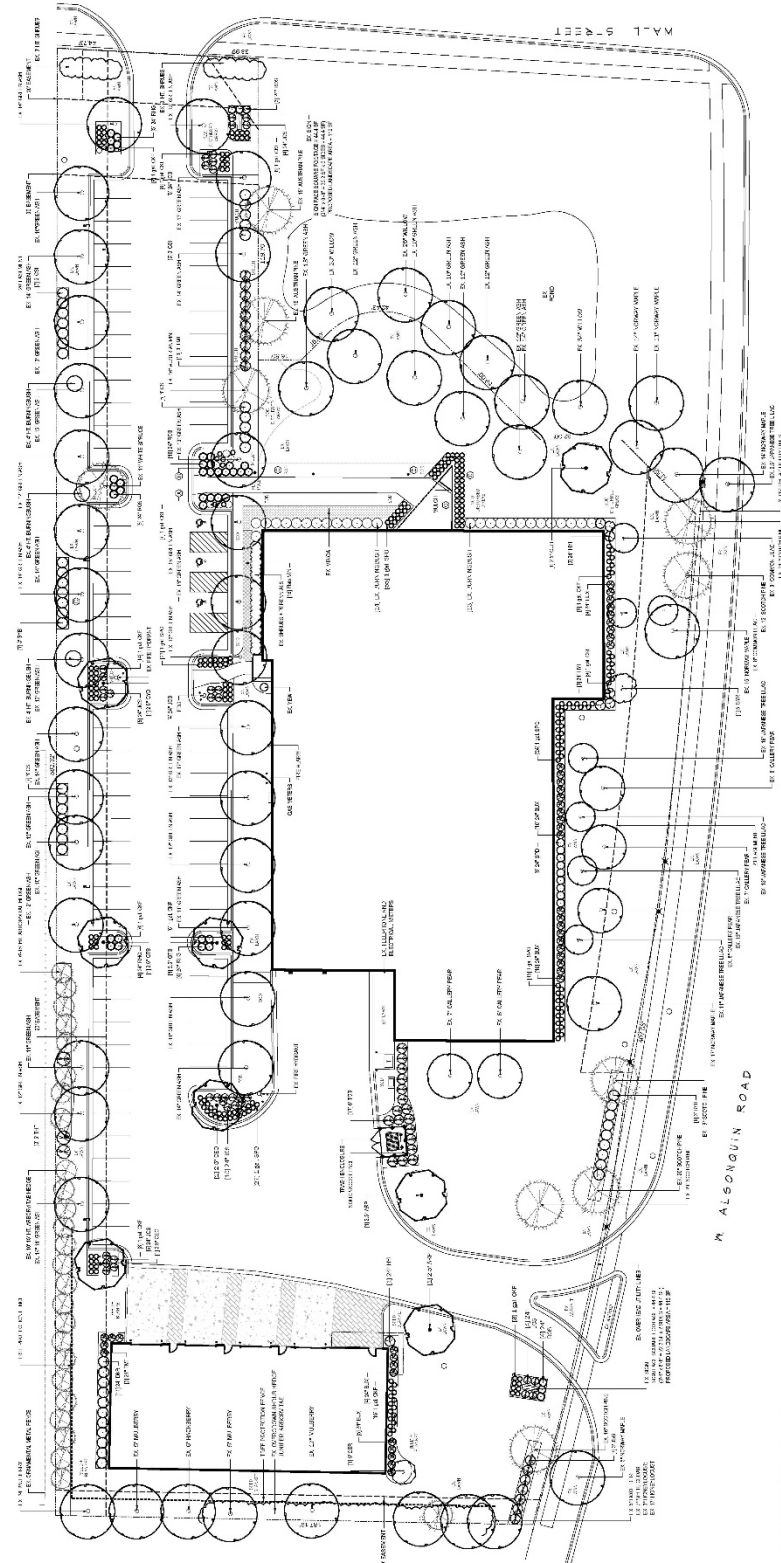
VILLAGE COMMENTS

Landscape Plan

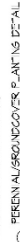
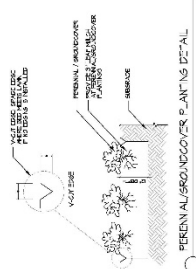
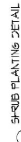
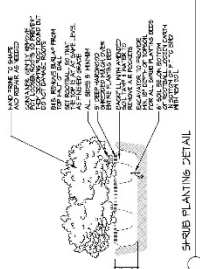
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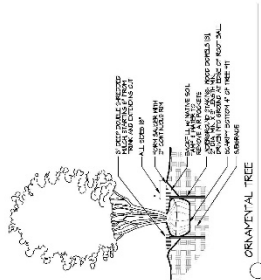
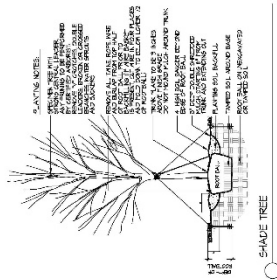
LANDSCAPE PLAN
SCALE 1"=25'-0"

PLANT LES-

DATE	RETAILER NAME	COMPOUND NAME	REMARKS
1997-01-01	1. 217 2. 217 3. 217 4. 217 5. 217 6. 217 7. 217 8. 217 9. 217 10. 217 11. 217 12. 217 13. 217 14. 217 15. 217 16. 217 17. 217 18. 217 19. 217 20. 217 21. 217 22. 217 23. 217 24. 217 25. 217 26. 217 27. 217 28. 217 29. 217 30. 217 31. 217 32. 217 33. 217 34. 217 35. 217 36. 217 37. 217 38. 217 39. 217 40. 217 41. 217 42. 217 43. 217 44. 217 45. 217 46. 217 47. 217 48. 217 49. 217 50. 217 51. 217 52. 217 53. 217 54. 217 55. 217 56. 217 57. 217 58. 217 59. 217 60. 217 61. 217 62. 217 63. 217 64. 217 65. 217 66. 217 67. 217 68. 217 69. 217 70. 217 71. 217 72. 217 73. 217 74. 217 75. 217 76. 217 77. 217 78. 217 79. 217 80. 217 81. 217 82. 217 83. 217 84. 217 85. 217 86. 217 87. 217 88. 217 89. 217 90. 217 91. 217 92. 217 93. 217 94. 217 95. 217 96. 217 97. 217 98. 217 99. 217 100. 217	1. 217 2. 217 3. 217 4. 217 5. 217 6. 217 7. 217 8. 217 9. 217 10. 217 11. 217 12. 217 13. 217 14. 217 15. 217 16. 217 17. 217 18. 217 19. 217 20. 217 21. 217 22. 217 23. 217 24. 217 25. 217 26. 217 27. 217 28. 217 29. 217 30. 217 31. 217 32. 217 33. 217 34. 217 35. 217 36. 217 37. 217 38. 217 39. 217 40. 217 41. 217 42. 217 43. 217 44. 217 45. 217 46. 217 47. 217 48. 217 49. 217 50. 217 51. 217 52. 217 53. 217 54. 217 55. 217 56. 217 57. 217 58. 217 59. 217 60. 217 61. 217 62. 217 63. 217 64. 217 65. 217 66. 217 67. 217 68. 217 69. 217 70. 217 71. 217 72. 217 73. 217 74. 217 75. 217 76. 217 77. 217 78. 217 79. 217 80. 217 81. 217 82. 217 83. 217 84. 217 85. 217 86. 217 87. 217 88. 217 89. 217 90. 217 91. 217 92. 217 93. 217 94. 217 95. 217 96. 217 97. 217 98. 217 99. 217 100. 217	1. 217 2. 217 3. 217 4. 217 5. 217 6. 217 7. 217 8. 217 9. 217 10. 217 11. 217 12. 217 13. 217 14. 217 15. 217 16. 217 17. 217 18. 217 19. 217 20. 217 21. 217 22. 217 23. 217 24. 217 25. 217 26. 217 27. 217 28. 217 29. 217 30. 217 31. 217 32. 217 33. 217 34. 217 35. 217 36. 217 37. 217 38. 217 39. 217 40. 217 41. 217 42. 217 43. 217 44. 217 45. 217 46. 217 47. 217 48. 217 49. 217 50. 217 51. 217 52. 217 53. 217 54. 217 55. 217 56. 217 57. 217 58. 217 59. 217 60. 217 61. 217 62. 217 63. 217 64. 217 65. 217 66. 217 67. 217 68. 217 69. 217 70. 217 71. 217 72. 217 73. 217 74. 217 75. 217 76. 217 77. 217 78. 217 79. 217 80. 217 81. 217 82. 217 83. 217 84. 217 85. 217 86. 217 87. 217 88. 217 89. 217 90. 217 91. 217 92. 217 93. 217 94. 217 95. 217 96. 217 97. 217 98. 217 99. 217 100. 217

PLANTING DATA BOX - PERIMETER - ANVSCAPNS[illegible]

LANDSCAPE NOTES

[illegible]

NOTES

- [illegible]

NOT FOR CONSTRUCTION

Project Team:
Wojcik + Associates Architects, Inc.
265 Cottonwood Dr.
Elk Grove Village, IL
847.439.0113

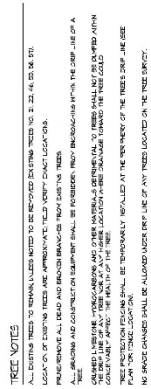
500 W. Algonquin Road
Mt. Prospect, Illinois

Date	Revision	VILLAGE COMMENTS
02/21/25		
02/20/25		

Tree Inventory/Preservation Plan

Sheet

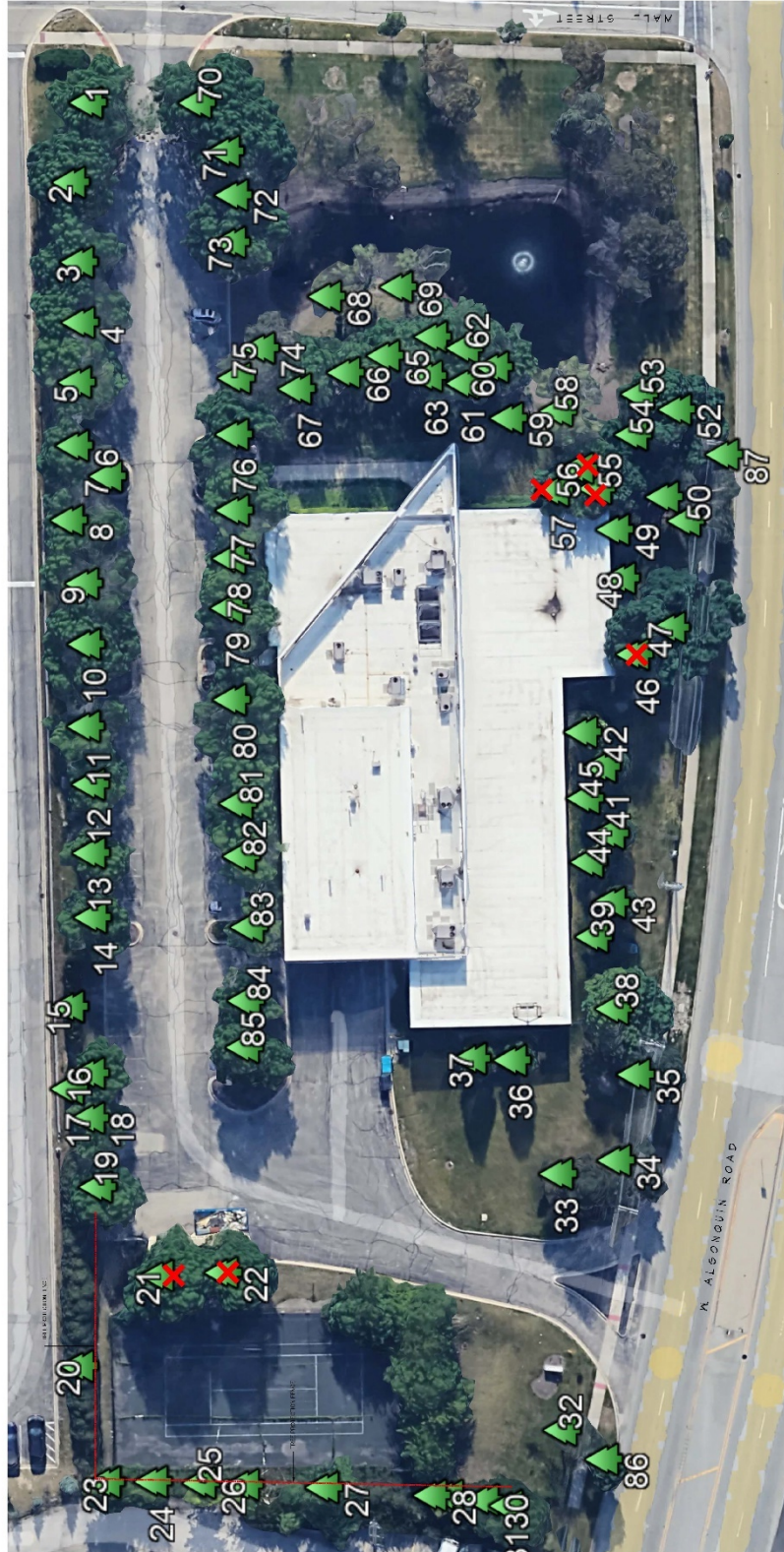
T-1.0



X EXISTING TREE TO BE REMOVED

WELL PROTECTION FENCE

SEE SHEET T-20 FOR TREE TAG NUMBERS



SCALE: 1"=20'-0"

SCALE: 1:20,000

NOT FOR CONSTRUCTION

LANDSCAPE
ARCHITECTURE
pamelaself
202 South Cook Street Ste 410-214
Barrington, Illinois 60018
647.4.58.4322
www.pamelaself.com

Project Team:
Wojcik Associates Architects, Inc.
265 Cottonwood Dr.
Elk Grove Village, IL

**Broadway Electric/
Cornerstone
Contracting, Inc.**

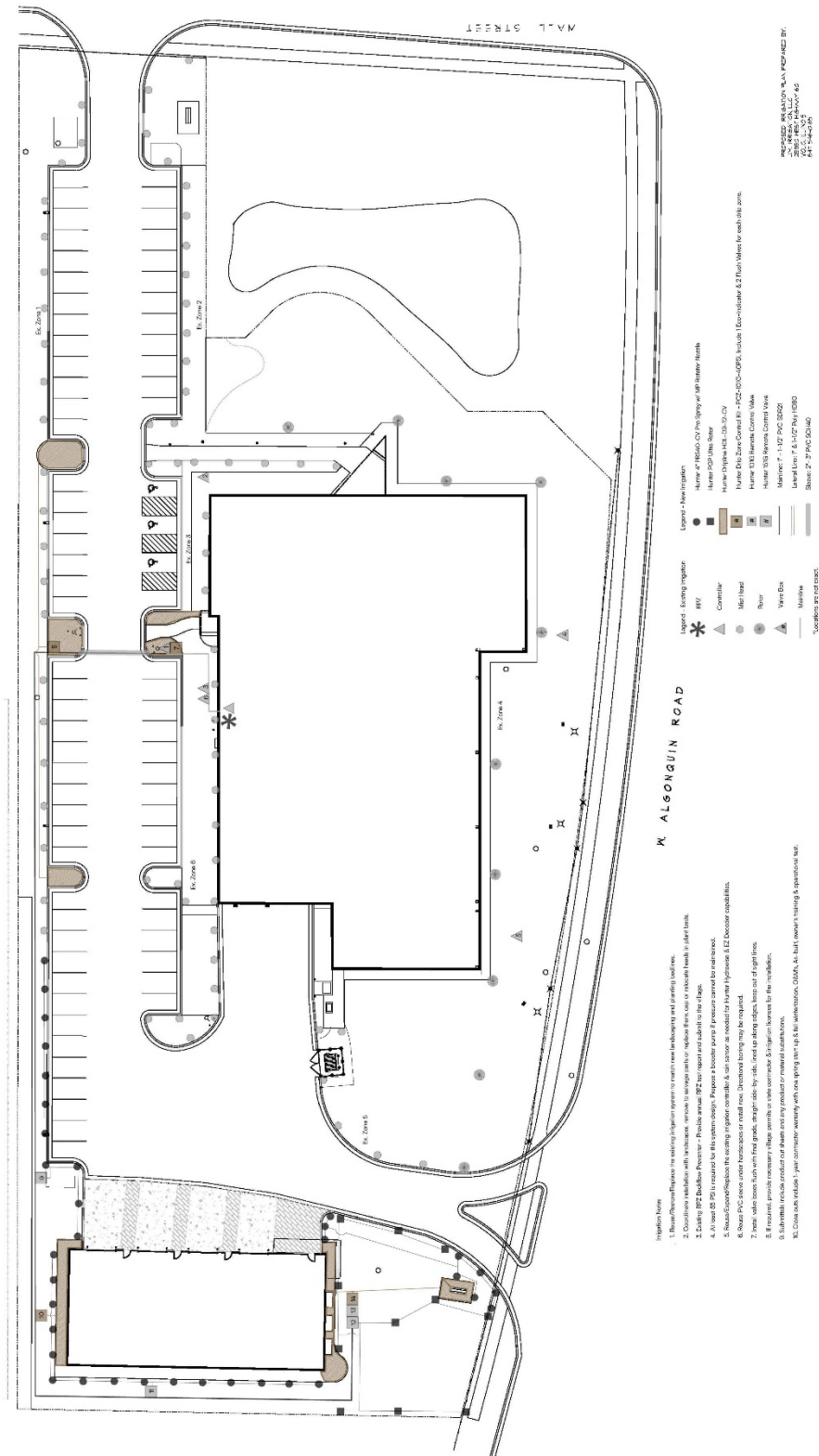
500 W. Algonquin Road
Mt. Prospect, Illinois

Date	Revision
------	----------

Irrigation Plan

Shoot

IR-1.0



IRRIGATION PLAN - PROPOSED AND EXISTING

SALE PRICE	10	20	30	40	50
10	10	10	10	10	10
20	10	20	20	20	20
30	10	20	30	30	30
40	10	20	30	40	40
50	10	20	30	40	50

EXHIBIT C

MAYOR

Paul Wm. Hoefert

TRUSTEES

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



VILLAGE MANAGER

Michael J. Cassady

VILLAGE CLERK

Karen Agoranos

Phone: 847/962-6000

Fax: 847/962-6022

www.mountprospect.org

Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, Illinois 60056

February 25, 2025

AGL 500 WEST LLC
c/o Katarina Karac
Birchwood Law LLC
5 Revere Dr
Northbrook IL 60062
Via e-mail: katarina@birchwood.law

Re: 500 W Algonquin Rd / PUD Major Amendment / Review #2

Dear Ms. Karac,

The Village of Mount Prospect has reviewed the second submittal for a major amendment to the Lake Center Plaza PUD at 500 West Algonquin Road, Mount Prospect. Staff has the following review comments:

Planning Division:

Items to be revised prior to Village Board hearing:

1. Please move the overnight parking information from the schematic landscape plan (LS-3) to the conceptual site plan (LS-1).
2. Verify that the existing transformer and new generator will be under 6' tall.
3. Provide fence elevations for the trash enclosure.
4. Provide landscape screening around the trash enclosure fence.
5. Provide at minimum 120 square feet of live landscaping coverage at the islands at the end of each parking row. See red circles.

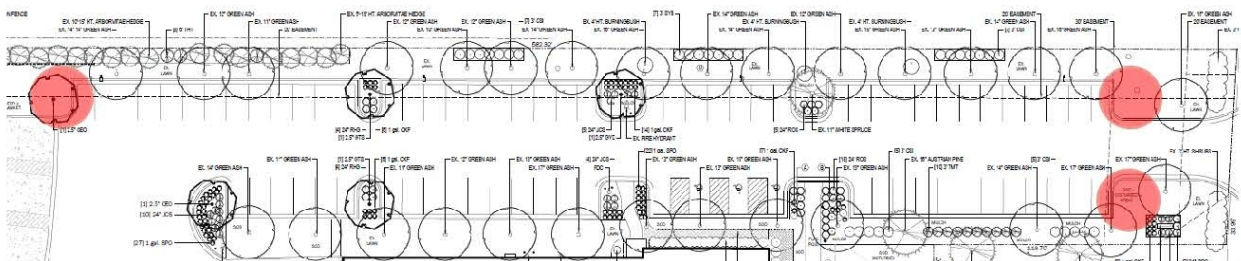


EXHIBIT C

Village of Mount Prospect | Page 2

6. Provide the monument sign face square footage. A minimum of two square feet of landscaping is required for every one square foot of sign face.
7. No new RTUs are indicated or approved for the new or existing building.
8. A complete revised set of plans bearing the latest revision date will need to be provided and reviewed by staff prior to scheduling the Village Board meeting.

Items to be revised prior to building permit submittal:

9. It is noted that the existing exterior light fixtures will be replaced, including 4 pole-mounted lights, 2 wall mounted lights, and 3 bollard lights. The light poles will remain. The ground mounted lights (10 total) will be removed. As a condition of approval, a fully compliant photometric plan will be required as part of building permit submittal.
10. All signs shall meet the standards of Chapter 7 of the Village Code.
11. A business license application shall be submitted with the building permit. Business operations shall meet the performance standards related to noise, vibrations, smoke, fire hazard, toxic matter, odorous matter, and glare listed in Section 14.2101.

Public Works Department:

No PW issues regarding the requested Conditional Use to construct a new warehouse on site, subject to the following conditions to be addressed prior to issuing the Building Permit:

12. No new utilities are shown on the plan. If water (including fire protection) or sanitary services are to be installed to the new warehouse, they must be shown on the site plan.
13. Sheet LS-1 seems to show the entry walks to be brick, and the driveways to the garage doors to be concrete. Confirm, and provide details on the site plan. If the brick is to be permeable, an Operation & Maintenance Plan shall be required.
14. A grading plan will be required showing the new pavement grades, and drainage patterns.
15. If a sanitary service is desired, it will have to be permitted by the Metropolitan Water Reclamation District of Greater Chicago (MWRD). If any changes to the driveway onto Algonquin Road are desired, they will have to be permitted by the Illinois Department of Transportation (IDOT).

Building Department:

16. When plans come in for a building permit, please note that necessary, structural, and MEP shall be included in the submittal package. If a floor or trench drain is added anywhere, please add an FOG intercept as needed. Will confirm IECC design and permit review.
17. Any existing structural repair will require third party testing report or Village of Mount Prospect on-site inspection.

EXHIBIT C

Village of Mount Prospect | Page 3

Fire Department:

Please advise the petitioner the following items must be included in the building/site plans submittal:

18. A fire sprinkler system in accordance with NFPA 13 will be required for this project for all buildings. Ensure fire sprinkler shop drawings, hydraulic calculations, and equipment cut sheets are submitted for review. (Village of Mount Prospect Fire Prevention Code, 24.20)
19. 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.
20. An egress plan must be provided for the entire building. 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.
21. 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)

If any changes are requested, please make the changes as noted above and submit a point-by-point response letter and pdf files of the drawings. Please upload revisions into the portal. Feel free to contact me at (847) 818-5302 / alalagos@mountprospect.org if you have any questions.

Sincerely,



Antonia Lalagos
Development Planner
Community Development

c: File



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT FOR THE COCO & MAPLE RESTAURANT COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS
Meeting	April 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	\$250,000
Budget Source	Prospect and Main TIF Fund
Category	NEW BUSINESS
Type	Action Item

Information

The owners of CoCo & Maple, to be located at 130 E. Northwest Highway, are requesting financial assistance from the Village to facilitate the build-out of their restaurant space. The owners, Denise and Michael Brown and their son Nate, recently signed a lease and are looking to invest \$880,547 in creating the new restaurant space at HQ Residences. The proposed Mount Prospect restaurant would be the group's second location, with CoCo & Blu having opened in Arlington Heights in December 2019.

CoCo & Maple will create a unique restaurant and café space on the newly constructed first floor of HQ Residences. They want to create a bar area with seating for 9, an indoor dining area with seating for 53, indoor lounge spaces with seating for 11, and an outdoor patio space with seating for another 56 people (total seating is 129). The project creates a unique patio space on Maple Street featuring a sound wall to reduce train noises, fire tables, and catenary overhead lighting, making the restaurant an outdoor dining destination both day and night.

CoCo & Maple will offer a unique coffee and cocktail bar that brings elegant comfort through dependable and fresh breakfast and lunch by day, and inventive, seasonal cocktails and small plates by night. The group plans to create a memorable and inviting dining experience with local ingredients, seasonal menus, and unparalleled hospitality. The menu will include a number of craft coffees and teas, craft cocktails, salads, sandwiches, breakfast favorites, and small plates, with different menus provided for daytime and evening hours. The group plans to provide dishes and craft cocktails that would be unique to the CoCo & Maple location.

The cost of the total project is estimated at \$880,547. The group has advised that the project will not move forward in a timely manner without TIF assistance. The attached RDA authorizes the waiver of permit fees (not to exceed \$6,600) and \$250,000 in assistance that

would be payable in two phases. The Village would reimburse the owners \$125,000 after the restaurant construction is completed and another \$125,000 after one year of continuous business operation. The Village's contribution of approximately 28% of the total project cost (31% not including contingencies) is similar to the recent TIF assistance provided to Mia's Cantina, Whiskey Hill/Salerno's, Lady Dahlia, Patina Wine Bar, and Khepri Café in the last two years.

Based on sales projections provided by CoCo & Maple below, in addition to the projected property tax increment generated by this restaurant buildout, staff estimate that the \$250,000 incentive request should be recouped after 5 years of operation.

Figure 1: CoCo & Maple Projected Tax Revenues by Year

Year		Gross Sales		Projected Tax Revenues
1	\$	1,120,000	\$	33,600.00
2	\$	1,440,000	\$	43,200.00
3	\$	1,760,000	\$	52,800.00
4	\$	1,920,000	\$	57,600.00
5	\$	2,000,000	\$	60,000.00
		Total:	\$	247,200.00

Sales projections provided by CoCo & Maple

Discussion

Alternatives

1. Approve the ordinance authorizing the Redevelopment Agreement for CoCo & Maple Restaurant.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends that the Village Board approve the ordinance authorizing the Redevelopment Agreement for CoCo & Maple Restaurant.

Attachments

1. FINAL RDA - COCO & MAPLE
2. CoCo and Maple RDA Ordinance draft

**REDEVELOPMENT AGREEMENT
FOR THE COCO & MAPLE RESTAURANT
COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT
OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS**

This **Redevelopment Agreement** for the CoCo & Maple Restaurant Comprising A Part of The Prospect And Main TIF District of The Village Of Mount Prospect, Illinois (the “Agreement”) is made and entered into as of the _____ day of _____, 2025 (the “Effective Date”) by and among the Village of Mount Prospect, Illinois, an Illinois home rule municipal corporation (the “Village”) and CoCo & Maple LLC, an Illinois limited liability company. (the “Developer”) and HQ Residences LLC, an Illinois limited liability company (the “Third Party Beneficiary”) (the Village, the Developer and the Third Party Beneficiary are sometimes referred to herein individually as a “Party,” and collectively as the “Parties”).

WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. 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.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 6293, 6294 and 6295, adopted January 17, 2017, the Village designated the tax increment redevelopment project

area (the "Redevelopment Project Area"), approved a tax increment redevelopment plan and project (the "TIF Plan"), and adopted tax increment financing relative to the Village's Prospect and Main Tax Increment Financing District (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. Developer seeks to construct a new 3,348 square-foot restaurant in the retail space located at 130 E. Northwest Highway ("the Project") in downtown Mount Prospect ("the Business Location"). Together Developer and Third Party Beneficiary will invest at least eight hundred five thousand and twenty-eight dollars (\$805,028) ("the Maximum Amount") in the Project. It is necessary for the successful completion of the Project that the Village enter into this Agreement with the Developer and Third Party Beneficiary to provide for the redevelopment of the Property, thereby implementing the TIF Plan.
- F. The Developer has been and continues to be unable and unwilling to undertake the Project, but for certain tax increment financing ("TIF") incentives for the construction of the Project at the Business Location, not to exceed Two Hundred Fifty Thousand and No/100 dollars (\$250,000), to be provided by the Village in accordance with the Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the aforementioned TIF incentives, to be provided by the Village, Developer cannot successfully and economically develop the Project in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interest to assist Developer and Third Party Beneficiary in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time pursuant to the mutual agreement of the Parties and in the manner as herein provided.
- G. This Agreement has been submitted to the Corporate Authorities of the Village (as defined below) 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, and any and all actions taken by the Village in furtherance hereof, 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.
- H. This Agreement has been submitted to the Developer for consideration and review, the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the

Developer precedent to the execution of this Agreement has been undertaken and performed in the manner required by law.

- I. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to offer Developer the TIF incentives referenced in subsection F. above, under the terms and conditions hereinafter set forth, to assist such development.

II. DEFINITIONS

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

- A. **“Change in Law”** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule, regulation or executive order (other than by the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

- B. **“Corporate Authorities”** means the Mayor and Board of Trustees of the Village of Mount Prospect, Illinois.

- C. **“Day”** means a calendar day.
- D. **“Effective Date”** means the day on which this Agreement is executed by the Village, with said date appearing on page 1 hereof.
- E. **“Incremental Property Taxes”** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and paid to the Village, and which are attributable to the increase in the equalized assessed valuation (“EAV”) of the Property over and above the EAV of the Property at the time of the formation of the TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement, and which have been received by the Village on and after the Commencement Date (as defined in Section XI.A. below).
- F. **“Incentive Fund”** means the special fund set up by the Village into which the Village will deposit Incremental Property Taxes generated by the Project.
- G. **“Party” or “Parties”** means the Village, Third Party Beneficiary and/or the Developer, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- H. **“Person”** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- I. **“State”** means the State of Illinois.
- J. **“TIF Eligible Redevelopment Costs”** means the costs of the Project, to be reimbursed, in part, from Incremental Property Taxes pursuant to the TIF Act, and permitted to be reimbursed as a “redevelopment project cost” in Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), by the Village, as provided in this Agreement.
- K. **“TIF Ordinances”** means those Ordinances referenced in subsection I.D. above.
- L. **“Uncontrollable Circumstance”** means any event which:
1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
 2. is one or more of the following events:

- a. a Change in Law;
- b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
- c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
- d. governmental condemnation or taking;
- e. strikes or labor disputes, or work stoppages not initiated by the Developer or the Village;
- f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village including but not limited to the Illinois Department of Transportation ("IDOT"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") and/or the Illinois Environmental Protection Agency ("IEPA");
- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances, which delay construction by more than thirty (30) days;
- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to any applicable contractor).

For each day that the Village or the Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day without penalty or damages to either Party.

- M. **"Village Code"** means the Village of Mount Prospect Village Code, as amended.

III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation”.
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Developer and Third Party Beneficiary are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner Developer hereby designates Michael Brown as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being designated as an “Authorized Developer Representative”) but subject to limitations imposed by the Third Party Beneficiary as further described in Section XVII.B.I of this Agreement. The

Developer shall have the right to change its Authorized Developer Representative by providing the Village with written notice of such change from such authorized representatives which notice shall be sent in accordance with Section XVII.B. of this Agreement. Further, in connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Third Party Beneficiary in a different manner, Third Party Beneficiary hereby designates Richard D. Filler as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Third Party Beneficiary and with the effect of binding the Third Party Beneficiary in that connection (such individual being designated as an "Authorized Third Party Beneficiary Representative"). The Third Party Beneficiary shall have the right to change its Authorized Third Party Beneficiary Representative by providing the Village with written notice of such change from such authorized representatives which notice shall be sent in accordance with Section XVII.B. of this Agreement

IV. COOPERATION OF THE PARTIES

The Village and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement, and specific approvals by the Village in the future, relative to the development of the Project, including zoning applications relative thereto, and Village-issued permits and approvals relative thereto.

V. DEVELOPMENT OF THE PROJECT

A. **Approvals, Permits, Construction, and Completion.** The Developer shall, subject to Uncontrollable Circumstances:

CoCo & Maple Restaurant:

1. On or before June 1, 2025, apply for all necessary permits and approvals from all government agencies having jurisdiction over the Project as may be required to commence construction on the Project.
2. On or before July 15, 2025, commence construction of the Project.
3. On or before December 15, 2025, complete construction of the Project.
4. On or before February 15, 2026, obtain a Certificate of Project Completion (as defined in Section X.A. below).

B. Incentive Amount.

1. The Village shall reimburse Third Party Beneficiary for TIF Eligible Redevelopment Costs, in relation to the Project, in an amount not to exceed Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000) from the Incentive Fund (the "Funding Cap"). Of the Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000), the Village shall pay to the Third Party Beneficiary One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000.00) upon issuance of a certificate of occupancy after Project's buildout has been completed, with the restaurant open and operating for both breakfast, lunch and dinner for at least six (6) days per week for a period of at least one week, and then the remaining One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000) after the Project's restaurant achieves one year of continuous business operation being open at least six (6) days per week has been completed.
2. The total amount paid by the Village to the Third Party Beneficiary from the Incentive Fund shall not exceed the Funding Cap.
3. Some of the TIF Eligible Redevelopment Costs are set forth on EXHIBIT B attached hereto and made a part hereof, relative to the Project. The Third Party Beneficiary shall only be entitled to receive payment of TIF Eligible Redevelopment Costs up to the Funding Cap.
4. **Permit and Inspection Fee Waiver.** Additionally, the Village agrees to waive any and all building permit and inspection fees for the Project in an amount not to exceed \$6,600.00

C. Conditions and Procedure for Payment of Incentives.

1. The Village's obligation to reimburse the Third Party Beneficiary in relation to the Project from the Incentive Fund is subject to the following conditions precedent, in addition to those set forth elsewhere in this Agreement:
 - (i) Acquisition by the Developer of all necessary Village zoning approvals for the Project;
 - (ii) Intentionally omitted;

- (iii) The Developer obtaining a temporary certificate of occupancy for the Project;
 - (iv) The Third Party Beneficiary, to receive the first payment of One Hundred Twenty-Five Thousand dollars (\$125,000) upon issuance of a temporary certificate of occupancy after Project's buildout has been completed and must be open for breakfast, lunch and dinner for at least six (6) days per week for at least one week;
 - (v) The Third Party Beneficiary, to receive the second payment of One Hundred Twenty-Five Thousand Dollars (\$125,000), must obtain a final certificate of occupancy for the Project and be open for one year of continuous business operation of the Project at the Business Location.
 - (vi) The Developer is in compliance with the covenants, obligations and agreements in Sections VII, VIII, IX and XI of this Agreement; and
 - (vii) The Developer is otherwise in compliance with all of the terms of this Agreement and the laws and regulations of the Village, the State of Illinois and the United States of America.
2. The Village shall reimburse the Third Party Beneficiary, subject to the Funding Cap, for the Developer's or Third Party Beneficiary's actual expenditures of TIF Eligible Redevelopment Costs, including but not limited to those set forth on, and in the amounts included in, EXHIBIT B, relative to the Project (the "TIF Incentive Rebate"), whether incurred by the Developer or Third Party Beneficiary prior to or after the Effective Date. Said TIF Incentive Rebate shall be paid to the Third Party Beneficiary as follows:
- (i) The Village shall pay the Third Party Beneficiary at the Payment Dates, as hereinafter defined, provided the Village is in receipt of the Developer's or Third Party Beneficiary's request for reimbursement of TIF Eligible Redevelopment Costs documented by the Developer or Third Party Beneficiary to have been incurred and paid for by the Developer Third Party Beneficiary in relation to the Project (which documentation shall accompany each such request for reimbursement). Requests for reimbursement of TIF Eligible Redevelopment Costs paid by the Developer or Third Party Beneficiary shall be forwarded to the Village's Finance Director, accompanied by a fully executed lien waiver, copy of the paid receipt or other proof of payment therefor, and any

other information reasonably requested by the Village. The Village shall review the request and determine if it should be paid, and if so, the Village shall pay such request for reimbursement at the Payment Dates. If the Village elects to withhold or deny such payment, the Village shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Developer or Third Party Beneficiary in writing as to the specific basis for the Village's position. In the event the Developer or Third Party Beneficiary does not make timely submittal of documentation in support of its request for reimbursement of TIF Eligible Redevelopment Costs, the Village is willing to consider on a case-by-case basis making a reimbursement after the Payment Dates.

- (iii) The TIF Incentive Rebate by the Village shall cease upon the Third Party Beneficiary's receipt of the full amount of the Funding Cap or the expiration of the Term (as defined in Section XVII.P. below) of this Agreement, whichever occurs first.
- (iv) Subject to Uncontrollable Circumstances, if at any time the Project ceases to operate during the term of this Agreement, the payment of Increment Property Taxes shall cease, and shall not be reinstated thereafter.

- 3. A nonexclusive delineation of the estimated TIF Eligible Redevelopment Costs for the Project is set forth in EXHIBIT B, but the Parties add to the TIF Eligible Redevelopment Costs and receive a TIF Incentive Rebate therefor with the agreement of the Village
- 4. As more particularly set forth in the Assignment and Agreement Regarding Redevelopment Agreement attached hereto as Exhibit D, Village shall at all times pay the TIF Incentive Rebate proceeds in the amount of \$250,000, or such other lesser amounts as permitted by this Agreement, directly to an account under the sole dominion and control of Third Party Beneficiary. Developer shall timely take all required action under the Assignment and Agreement Regarding Redevelopment Agreement to cause the Village to reimburse the TIF Incentive Rebate Proceeds directly to an account under Third Party Beneficiary's sole dominion and control.

VI. UNDERTAKINGS ON THE PART OF THE VILLAGE

A. The Village agrees to:

1. Cooperate with Developer in Developer's attempts to obtain all necessary approvals, licenses and/or permits from any governmental or quasi-governmental entity other than the Village and, upon request of Developer, will promptly execute any applications or other documents (upon their approval by the Village) which Developer intends to file with such other governmental agencies, quasi-governmental agencies and/or utility companies in regard to the Project.
2. Reimburse the Third-Party Beneficiary for TIF Eligible Redevelopment Costs, in an amount not to exceed \$250,000 (the "TIF Contribution"). Within thirty (30) days of restaurant opening and operating for breakfast, lunch, and dinner for at least six (6) days a week for a period of at least one (1) week, and receipt of a temporary certificate of occupancy for the Project restaurant, the Village shall pay to the Third Beneficiary One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000.00). The remaining One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000) will be paid to the Third-Party Beneficiary after the Project restaurant achieves one year of continuous business operation being open at least six (6) days per week has been completed (the "Operating Covenant"). The Village shall issue the second payment no later than thirty (30) days after Developer or Third-Party Beneficiary certifies the Operating Covenant has been achieved. The above dates are sometimes referred to herein as the "Payment Dates."

B. The Village shall further promptly respond to, and/or process, and consider reasonable requests of Developer for applicable building approvals and/or permits, driveway permits, drive thru permits, special use permits (if and to the extent applicable), curb cut permits, or other approvals, permits and/or licenses necessary for the construction of the Project. Approval of any building approvals and/or permit applications and/or engineering plans and/or operating licenses (including liquor licenses, subject to the applicant therefor being qualified to receive same under both State law and the Village's ordinances) shall be contingent on the Developer providing all required and requested documentation including, but not limited to, building plans required to substantiate that said improvements fully conform with all applicable State statutes and also all Village ordinances and codes, as well as receipt of all required building approvals from any federal, state, regional or county agencies having applicable jurisdiction.

VII. DEVELOPER'S OBLIGATIONS

Developer shall have the obligations set forth below, in addition to those set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

- A. **Use of Funds.** The Developer shall use Incremental Property Taxes solely for TIF Eligible Redevelopment Costs.
- B. **Constructions in Accordance with Approvals and Laws.** The Developer shall construct the Project materially and substantially in conformance with the approvals therefor from the Village. The Developer shall pay or cause to be paid all building-related fees required by the Village Code, except as waived or modified in this Agreement. The Developer shall at all times acquire, install, construct, operate and maintain the Project in substantial conformance with all applicable laws, rules, ordinances, and regulations. All work with respect to the Project shall substantially conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village, or any of its rules or regulations or amendments thereto which are applicable to all properties in the Village and are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.
- C. **Construction Staging.** During the construction of the Project as herein contemplated, the Developer shall stage its construction of the Project to avoid to the fullest extent possible any material community disruption.
- D. **Meetings with Village.** Developer shall meet with the Corporate Authorities and Village staff and make presentations to the Corporate Authorities and Village staff as reasonably requested by the Village Mayor or Village Manager in order to keep the Village apprised of the progress of the Project.

VIII. ADDITIONAL COVENANTS OF DEVELOPER

- A. **Continued Existence.** Developer will do or cause to be done 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 Developer has any other remaining obligation pursuant to the terms of this Agreement, whichever is the first to occur.

- B. **Further Assistance and Corrective Instruments.** The Village and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or effectuating or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.
- C. **No Gifts.** Developer covenants that no director, employee or agent of Developer, or any other Person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.
- D. **Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be reasonably requested by the Village. Developer 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 Developer.
- E. **Prevailing Wage.** To the extent required by law, Developer shall comply with the Illinois Prevailing Wage Act. Developer warrants and represents that it has reviewed the Illinois Prevailing Wage Act, that it has reviewed the regulations promulgated thereunder, and that it understands the obligations imposed on it by this Section VIII.E.
- F. **Open Book.** The Project shall be an "open book" project, meaning that the Developer and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents at Developer or general contractor's office for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate one (1) year after the issuance of the Certificate of Project Completion with respect to costs for the Project, unless the Developer has failed to make available any such books and/or records requested in writing by the Village. Developer shall provide to the Village copies of any partnership agreements, limited liability company operating agreements, corporate by-laws or joint venture agreements pertaining to the Project to which the Developer is a party; provided that the Developer may, (if Developer has previously provided the Village not less than thirty

(30) days to review such confidential financial materials), remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance and the Village shall keep such agreements confidential, to the maximum extent permitted by law. All documents made available for review or provided to the Village pursuant to this Section may be proprietary, privileged and confidential and are provided to the Village subject to the protections from disclosure set forth in Section 7(g) of the Freedom of Information Act (5 ILCS 140/7 (g)). Failure to provide the corporate documents or allow review of the financial books within fifteen (15) days after request by the Village shall be an Event of Default. Developer shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by Developer shall be experienced and reputable.

The Parties agree that, if upon completion of the Project, the TIF Eligible Redevelopment Costs are lower than the Maximum Amount, the Village reserves the right to reduce the Funding Cap proportionately.

- G. **Hours of Operation.** The Developer shall operate the Project restaurant during business hours consistent with other comparable restaurants in the Mount Prospect downtown area. The Project restaurant shall be open for breakfast, lunch, and dinner hours at least six (6) days per week.

IX. ADHERENCE TO VILLAGE CODES AND ORDINANCES

Except as otherwise provided for in this Agreement, all development and construction of the Project shall comply in all material respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project. The Developer, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, State and local ordinances, and the like, currently in effect.

X. SPECIAL CONDITIONS

- A. **Certificate of Project Completion.** Within thirty (30) days after written request from Developer or Third Party Beneficiary, and provided that

Developer or Third Party Beneficiary has not received any notice of default under this Agreement or notice of non-compliance with any Village codes with respect to Developer's construction obligations, any of which have not been cured, and after the Village has issued the final certificate of occupancy for the Project at the Business Location, and has confirmed that the Project has been constructed in substantial and material compliance with all Village codes and this Agreement, the Village shall deliver a certificate of completion and satisfaction of all construction terms, covenants and conditions contained in this Agreement (the "Certificate of Project Completion") or, if not complete or satisfied, a written statement as to what deficiencies exist, and upon Developer's correction of such issues, the Village shall then promptly issue to Developer or Third Party Beneficiary a Certificate of Project Completion. The date the Certificate of Project Completion is issued shall be the "Completion Date."

- B. **Certification of Developer's Project Cost.** Within thirty (30) days of the issuance of the Certificate of Project Completion, the Developer shall certify, in writing, to the Village, the amount spent by the Developer or Third Party Beneficiary (inclusive of all hard and soft costs) to complete the Project, and an estimate of the number of jobs to be generated or created by the Project. The sworn statement(s) for construction loan draws relative to the Project shall be provided to the Village with the submittal called for herein. For avoidance of doubt, Certification of Developer's Project Costs will not be a condition for payment of the first \$125,000 of Tax Incentive Rebate on the Payment Date prescribed therefor; notwithstanding the foregoing, Developer will provide evidence of the expenditure of at least \$125,000 of TIF Eligible Redevelopment Costs for the Project (which may be in the form of partial lien waivers of contractors and subcontractors, receipts from vendors, consultants or other third-parties providing reimbursable goods and/or services, or similar evidence reasonably satisfactory to Village) prior to the release of the first payment of \$125,000 to Developer by Village.
- C. **Employment Opportunities.** To the extent feasible, the Developer shall make reasonable efforts to notify Village residents of employment opportunities that are available relative to the Project, and, to the extent permitted by law, make reasonable efforts to employ qualified residents of the Village in relation to the Project.

XI. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

- A. **Existence and Authority.** Developer is an Illinois corporation and is authorized to and has the power to enter into, and by proper action has

been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened in writing against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

- B. **No Conflict.** Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners, directors, or venturers is now a party or by which Developer or any of its partners, directors or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its partners, directors or venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners, directors or venturers is now a party or by which Developer, any related party or any of its partners, directors or venturers is bound.
- C. **Adequate Resources.** Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.
- D. **No Adverse Notices.** Developer represents and warrants that it has not received any notice from any local, State or federal official that the activities of Developer with respect to the Project may or will be in violation of any environmental law or regulation. Developer is not aware of any State or federal claim filed or planned to be filed by any Party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and Developer is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.
- E. **Experience.** Developer represents and warrants to the Village that Developer, and its respective principals, are experienced in the development and operation of mixed-use developments similar or comparable to the Project, and are able to provide the Project with the

necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project.

- F. **Payment of Real Estate Taxes.** Developer and successor owners agree to pay or cause to be paid all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent; provided, however, Developer reserves the right to contest and appeal property taxes levied on the property upon which the Project is developed and the property tax assessment of the property upon which the Project is developed. Developer and successor owners shall deliver evidence of payment of such taxes to the Village upon request.
- G. **No Broker.** Developer represents and warrants to the Village that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Developer's actions (or claiming through such party), which is entitled to compensation as a consequence of this transaction.

XII. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. **Existence.** The Village is an Illinois home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. **Authority.** The execution, delivery and performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:
 - 1. have been duly authorized by all necessary corporate action on the part of the Village;
 - 2. require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and
 - 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.
- C. **Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the

possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement-

- D. **Adequate Resources.** The Village has sufficient financial and economic resources to implement and complete the Village's obligations contained in this Agreement.
- E. **No Broker.** The Village represents and warrants to the Developer that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Village's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction.

XIII. INSURANCE

- A. **Insurance Coverages.** The Developer (or Third Party Beneficiary, on behalf of and in the name of Developer for purposes of this Section XIII), and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Project and, from time to time at the request of the Village, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in subsection 1. below prior to the commencement of construction of any portion of the Project:
 - 1. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy on a primary non-contributory basis naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$2,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
 - 2. Workers compensation insurance, with statutory coverage if applicable to the Developer.
- B. **Continuity of Insurance.** All insurance required in this Section XIII shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XIII, cancellation relative to each policy shall be as provided by the policy; however, the Village must be

named as a cancellation notice recipient. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XIII. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

XIV. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

This Section XIV shall survive the termination of this Agreement.

- A. **Release.** The Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants, attorneys, servants and employees thereof (for purposes of this Section XIV, collectively the "Village Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Village Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or arising pursuant to the Developer's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Village Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.
- B. **Indemnification.** Except for gross negligence or willful misconduct of the Village Indemnified Parties, Developer agrees to indemnify the Village Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or if other Persons acting on their behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.
- C. **No Personal Liability.** No liability, right or claim at law or in equity shall attach to or shall be incurred by the Village's Mayor, Trustees, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the Developer against the Village's Mayor, Trustees, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village.

XV. EVENTS OF DEFAULT AND REMEDIES

A. Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default, within thirty (30) days after written notice from the Village and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice, or within such other period as may be agreed upon by the parties
2. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice, or within such other period as may be agreed upon by the parties.
3. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice, or within such other period as may be agreed upon by the parties.
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any

substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or within such other period as may be agreed upon by the parties.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
6. Failure to have funds as timely required to meet Developer's obligations to construct the Project and obtain a Certificate of Project Completion.
7. A sale, assignment, or transfer of the Project, except in accordance with this Agreement.
8. Material change in the management of Developer, except in accordance with this Agreement.
9. Developer abandons the Project. Abandonment shall be deemed to have occurred when work stops on the Project for more than thirty (30) consecutive days for any reason other than Uncontrollable Circumstances and such work is not resumed within ninety (90) days of written demand by the Village, or within such other period as may be agreed upon by the parties.
10. Prior to issuance of the Certificate of Project Completion, Developer fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than thirty (30) days after written notice thereof from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such

default within ninety (90) days after such notice, or within such other period as may be agreed upon by the parties.

11. A material representation or warranty of Developer is not true for a period of thirty (30) days after written notice from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.

B. Village Events of Default. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default, within thirty (30) days after written notice from Developer and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.
2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default only if the Village does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.
3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Developer and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.
4. A material representation or warranty of the Village is not true for a period of thirty (30) days after written notice from Developer;

provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Village, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.

C. Remedies for Default. In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take prompt action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, except for circumstances contemplated under Section XV.A.1, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within the cure periods specified therefor, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.
2. In case a Party shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Parties shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.
3. In no event shall either Party be liable to the other for any consequential or punitive damages suffered as a result of a default under this Agreement.
4. The Village will deliver to the Third Party Beneficiary, as an express third-party beneficiary of this Agreement as provided herein, the same notices, including, without limitation, notices of default, that Village gives to Developer, and thereafter the Third Party Beneficiary shall have the same right to cure any defaults or take any action as the Developer may be entitled under this Agreement, without the obligation to cure such defaults or take such action, which time shall commence upon Village's delivery of notice of same to Third Party Beneficiary. Third Party Beneficiary's rights to cure defaults include without limitation the right to substitute another Developer reasonably acceptable to Village to complete the discharge of

Developer's obligations hereunder, and the Parties hereto agree to execute an assignment of this Agreement and such other documents as may be necessary to effectuate such substitution.

- D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. This Section XV.D shall survive the termination of this Agreement.
- E. **No Waiver by Delay or Otherwise.** Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Legal and Other Fees and Expenses.** Other than for demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings covered by Section XIV above, in the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees), and the Parties shall negotiate in good faith to amend this agreement to allow for the costs of defense of such legal proceedings to be paid for from Incremental Property Taxes and to increase the Funding Cap to allow for the payment of such costs. This Section XV.G shall survive the termination of this Agreement.

XVI. EQUAL EMPLOYMENT OPPORTUNITY

- A. **No Discrimination.** To the extent required by law, Developer shall comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Developer shall use reasonable efforts to employ qualified residents of the Village as to any direct hires by the Developer, if applicable.
- B. **Advertisements.** To the extent required by law, Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, if applicable, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

XVII. MISCELLANEOUS PROVISIONS

- A. **Cancellation.** Notwithstanding any terms in this Agreement to the contrary, in the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Developer's duty to build the Project and operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Party within one hundred twenty (120) days after such final decision or amendment. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings, or the remodeling of any building, permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.
- B. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by electronic mail, telex, telegram or telecopy, but only if followed up, within one (1) business day, by another method of notice, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Paul Wm. Hoefert, Mayor
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, Illinois 60056
Email: phoefert@mountprospect.org

With a copy to: Michael Cassady, Village Manager
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, Illinois 60056
Email: mcassady@mountprospect.org

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Lance C. Malina / Allen Wall
Email: lcmalina@ktjlaw.com / jawall@ktjlaw.com

If to Developer: CoCo & Maple LLC
1145 N. Patton Ave,
Arlington Heights, IL 60004
Attn: Michael Brown

With a copy to: HQ Residences LLC
c/o The Harlem Irving Companies, Inc.
4104 North Harlem Avenue Norridge, IL 60706
Attn: Richard D. Filler

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail. All notices requiring a deadline for responses shall be sent in such a manner so as to determine the date of receipt by the intended recipient.

- C. **Time is of the Essence.** Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday,

Sunday or legal holiday, then the date of such performance shall be extended to the next business day.

- D. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, but in no event less than two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- G. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Cook County, Illinois.
- H. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto and incorporated herein by reference) is the entire contract between the Village and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- I. **Third Parties.** Except for the Third Party Beneficiary, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the Village and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the Village and the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or the Developer. Notwithstanding anything contained in this Agreement to the contrary, HQ Residences LLC, an Illinois limited liability company ("HQ") is the "Third Party Beneficiary" of this Agreement and as such HQ shall be entitled to rely upon, shall be an express third party beneficiary of, and shall be entitled to enforce, the provisions of this Agreement, including without limitation, Section V.B and Section V.C. For the avoidance of doubt, this Agreement shall not be terminated, cancelled, amended, modified,

supplemented or changed, or any provision, default, breach or performance waived, or any assignment or novation made in a manner without the written consent of the Third Party Beneficiary (to be granted or withheld in its sole and absolute discretion). Notwithstanding any other provision hereof, this Section XVII.B.I shall terminate upon Third Party Beneficiary's receipt of the full amount of the Funding Cap Funding Cap or the expiration of the Term (as defined in Section XVII.P. below) of this Agreement, whichever occurs first. The Parties hereto agree that the Third Party Beneficiary shall be an express third party beneficiary of this Agreement as provided herein..

- K. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- L. **Cooperation and Further Assurances.** The Village and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement at no additional cost or expense to the non-requesting Party.
- M. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- N. **No Personal Liability of Officials of the Village or the Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the Village or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

- O. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- P. **Term.** This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- Q. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) 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.
- R. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by Developer prior to the date the Village issues Developer a Certificate of Project Completion (except in the case of an assignment pursuant to Section XV.C.4 of this Agreement), unless the Village consents in writing to such assignment which consent shall not be unreasonably withheld or delayed, and unless the assignee consents in writing to be bound by the terms of this Agreement. Thereafter, Developer may assign its rights, duties and obligations hereunder, without the consent or approval of the Village.
- S. **Municipal Limitations.** All Village commitments hereunder are limited to the extent required by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF MOUNT PROSPECT,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Paul Wm. Hoefert, Mayor

By: _____
Karen Agoranos, Village Clerk

CoCo & Maple LLC

By: Michael Brown, Manager

**CONSENT AND JOINDER
OF HQ RESIDENCES LLC (THIRD PARTY BENEFICIARY)**

The undersigned, Manager of HQ RESIDENCES LLC, is the long-term lessee of the property upon which the Project will be developed and in that capacity hereby joins in and consents to this Agreement.

HIC/MP2 LLC

By: The Harlem Irving Companies, Inc., one of its Managers

By: _____
Vincent G. Forgione
Vice President

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Paul Wm. Hoefert and Karen Agoranos, personally known to me to be the Mayor and Village Clerk of the Village of Mount Prospect, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Brown personally known to me to be the Manager of CoCo & Maple LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such (Title), he/she signed and delivered the said pursuant to authority given by the limited liability company, as his/her free and voluntary act, and as the free and voluntary acts and deeds of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Vincent G. Forgione personally known to me to be the Vice President of The Harlem Irving Companies, Inc. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, he signed and delivered the said pursuant to authority given by the corporation, as his free and voluntary act, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Notary Public

EXHIBIT A-1

Prospect and Main TIF District

Legal Description

Entire Project Site

Legal Description:

THAT PART OF SECTIONS 11 & 12 IN TOWNSHIP 41 NORTH, RANGE 11 EAST AND SECTIONS 33 & 34 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID, BEING ALSO THE CENTER LINE OF MT. PROSPECT ROAD, AND THE SOUTHWESTERLY LINE OF NORTHWEST HIGHWAY, BEING ALSO THE NORTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT OF WAY;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 AND THE CENTER LINE OF MT. PROSPECT ROAD TO THE SOUTHWESTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT OF WAY, BEING ALSO THE NORTHEASTERLY LINE OF PROSPECT AVENUE;

THENCE SOUTHWESTERLY TO THE INTERSECTION OF THE WEST LINE OF MT. PROSPECT ROAD WITH THE SOUTHWESTERLY LINE OF PROSPECT AVENUE;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF PROSPECT AVENUE TO THE WEST LINE OF THE EAST 205 FEET OF LOT 1 IN GLEICH'S INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID;

THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 205 FEET OF LOT 1 IN GLEICH'S INDUSTRIAL PARK TO THE SOUTHERLY LINE OF LOT 1 AFORESAID;

THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 1 IN GLEICH'S INDUSTRIAL PARK TO THE EAST LINE OF SCHOOL STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SCHOOL STREET TO THE NORTHEASTERLY LINE OF LINCOLN STREET;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF LINCOLN STREET AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE EAST LINE OF WILLIAM STREET;

THENCE SOUTH ALONG SAID EAST LINE OF WILLIAM STREET TO THE SOUTH LINE OF SHA-BONEE TRAIL;

THENCE WEST ALONG SAID SOUTH LINE OF SHA-BONEE TRAIL TO THE EAST LINE OF SCHOOL STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SCHOOL STREET TO THE SOUTH LINE OF COUNCIL TRAIL;

THENCE WEST ALONG SAID SOUTH LINE OF COUNCIL TRAIL TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 12 IN ELLENDALE, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 12 IN ELLENDALE TO THE NORTH LINE THEREOF;

THENCE WEST ALONG SAID NORTH LINE OF LOT 12 IN ELLENDALE TO THE EAST LINE OF LOT 3 IN ELLENDALE AFORESAID;

THENCE NORTH ALONG SAID EAST LINE OF LOT 3 IN ELLENDALE AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF MOEHLING DRIVE;

THENCE WEST ALONG SAID NORTH LINE OF MOEHLING DRIVE AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF MAPLE STREET;

THENCE NORTH ALONG SAID WEST LINE OF MAPLE STREET TO THE NORTH LINE OF THE SOUTH 270 FEET OF LOT 2 IN ETHEL BUSSE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 270 FEET OF LOT 2 IN ETHEL BUSSE'S SUBDIVISION TO THE EAST LINE OF LOTS 35 THRU 42 IN BUSSE'S RESUBDIVISION OF LOT "A" IN BLOCK 11 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT AFORESAID;

THENCE NORTH ALONG SAID EAST LINE OF LOTS 35 THRU 42 IN BUSSE'S RESUBDIVISION TO THE EAST LINE OF LOT 2 IN MILLER RESUBDIVISION OF LOTS 1 TO 3 & 43 IN BUSSE'S SUBDIVISION OF LOT "A" IN BLOCK 11 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT AFORESAID;

THENCE NORTH ALONG SAID EAST LINE OF LOT 2 IN MILLER RESUBDIVISION TO THE SOUTHWESTERLY LINE OF PROSPECT AVENUE;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF PROSPECT AVENUE TO THE WESTERLY LINE OF LOT 2 IN MILLER RESUBDIVISION AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 2 IN MILLER RESUBDIVISION TO A BEND THEREIN;

THENCE SOUTH ALONG SAID WESTERLY LINE OF LOT 2 IN MILLER RESUBDIVISION TO THE NORTH LINE OF LOT 3 IN MILLER RESUBDIVISION AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 3 IN MILLER RESUBDIVISION TO THE MOST EASTERLY WEST LINE OF LOT 2 IN MILLER RESUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID MOST EASTERLY WEST LINE OF LOT 2 IN MILLER RESUBDIVISION TO A BEND THEREIN;

THENCE SOUTHEASTERLY ALONG SAID MOST EASTERLY WEST LINE OF LOT 2 IN MILLER RESUBDIVISION TO THE EAST LINE THEREOF, AND THE NORTH LINE OF LOT 42 IN BUSSE'S RESUBDIVISION AFORESAID;

THENCE WEST ALONG SAID NORTH LINE OF LOT 42 IN BUSSE'S RESUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF EMERSON STREET;

THENCE NORTH ALONG SAID WEST LINE OF EMERSON STREET TO THE SOUTH LINE OF LOT 11 IN BUSSE'S RESUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 11 IN BUSSE'S RESUBDIVISION TO THE EAST LINE OF LOTS 5 THRU 9 IN BLOCK 1 IN MEIER'S ADDITION TO MT. PROSPECT IN THE NORTHWEST QUARTER OF SECTION AFORESAID, LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO & NORTHWESTERN RAILWAY;

THENCE NORTH ALONG SAID EAST LINE OF LOTS 5 THRU 9 IN BLOCK 1 IN MEIER'S ADDITION TO MT. PROSPECT TO THE NORTH LINE OF LOT 5 AFORESAID;

THENCE WEST ALONG SAID NORTH LINE OF LOT 5 IN BLOCK 1 IN MEIER'S ADDITION TO MT. PROSPECT AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF MAIN STREET;

THENCE NORTH ALONG SAID WEST LINE OF MAIN STREET TO THE NORTH LINE OF LOT 24 IN BLOCK 4 IN MEIER'S ADDITION TO MT. PROSPECT AFORESAID;

THENCE WEST ALONG SAID NORTH LINE OF LOT 24 IN BLOCK 4 IN MEIER'S ADDITION TO MT. PROSPECT TO THE WEST LINE OF THE 20 FOOT WIDE ALLEY EAST OF WILLE STREET;

THENCE NORTH ALONG SAID WEST LINE OF THE 20 FOOT WIDE ALLEY EAST OF WILLE STREET TO THE SOUTH LINE OF EVERGREEN AVENUE;

THENCE WEST ALONG SAID SOUTH LINE OF EVERGREEN AVENUE TO THE WEST LINE OF WILLE STREET;

THENCE NORTH ALONG SAID WEST LINE OF WILLE STREET TO THE SOUTH LINE OF LOT 13 IN BUSSE'S RESUBDIVISION OF LOTS 1 TO 6, INCLUSIVE, OF RESUBDIVISION OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 4, ALOS OF LOTS 2 & 3 IN BLOCK 5, ALL OF BLOCK 6, LOT 13 TO 24, INCLUSIVE, IN BLOCK 7, LOTS 17 TO 20 IN BLOCK 8 ALL IN MEIER'S ADDITION TO MT. PROSPECT IN THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 13 IN BUSSE'S RESUBDIVISION TO THE WEST LINE OF LOTS 13 AND 14 IN BUSSE'S RESUBDIVISION;

THENCE NORTH ALONG SAID WEST LINE OF LOTS 13 AND 14 IN BUSSE'S RESUBDIVISION TO THE SOUTHWESTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE AND THE NORTHWESTERLY EXTENSION THEREOF TO THE WEST LINE OF PINE STREET;

THENCE NORTH ALONG SAID WEST LINE OF PINE STREET TO THE SOUTHERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE;

THENCE WEST AND NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE AND THE NORTHWESTERLY EXTENSION THEREOF TO ITS INTERSECTION WITH THE SOUTH LINE OF BUSSE AVENUE;

THENCE WEST ALONG SAID SOUTH LINE OF BUSSE AVENUE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE 20 FOOT WIDE ALLEY WEST OF ELMHURST AVENUE;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE 20 FOOT WIDE ALLEY WEST OF ELMHURST AVENUE TO THE SOUTHWESTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE AND THE NORTHWESTERLY EXTENSION THEREOF TO THE WEST LINE OF I-OKA AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF I-OKA AVENUE TO THE SOUTHERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE;

THENCE WEST AND NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF THE 16 FOOT WIDE ALLEY SOUTHWESTERLY OF PROSPECT AVENUE AND THE NORTHWESTERLY EXTENSION THEREOF TO THE WEST LINE OF HI-LUSI AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF HI-LUSI AVENUE TO THE SOUTHWESTERLY LINE OF PROSPECT AVENUE;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF PROSPECT AVENUE TO THE SOUTH LINE OF CENTRAL ROAD;

THENCE WEST ALONG SAID SOUTH LINE OF CENTRAL ROAD TO THE EAST LINE OF LOT 8 IN H.ROY BERRY CO.S' COLONIAL MANOR, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 8 IN H.ROY BERRY CO.S' COLONIAL MANOR AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF CENTRAL ROAD;

THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF CENTRAL ROAD TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11 AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11 TO THE SOUTH LINE OF CENTRAL ROAD;

THENCE WEST ALONG SAID SOUTH LINE OF CENTRAL ROAD TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF MILLERS LANE;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF MILLERS LANE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 11 IN MILLERS STATION SUBDIVISION, A RESUBDIVISION OF LOT 1 IN TRADE SERVICE PUBLICATIONS SUBDIVISION AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 11 IN MILLERS STATION SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF CATHY LANE;

THENCE NORTH ALONG SAID EAST LINE OF CATHY LANE TO THE EAST LINE OF LOT 12 IN MILLERS STATION SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID EAST LINE OF LOT 12 IN MILLERS STATION SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE SOUTHWESTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT OF WAY;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT OF WAY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID TO THE WESTERLY EXTENSION OF THE NORTH LINE OF HENRY STREET;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF HENRY STREET TO THE EAST LINE OF FAIRVIEW AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF FAIRVIEW AVENUE TO THE NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY TO THE WEST LINE OF PROSPECT MANOR AVENUE;

THENCE EAST PERPENDICULAR TO THE WEST LINE OF FAIRVIEW AVENUE TO THE EAST LINE OF PROSPECT MANOR AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF PROSPECT MANOR AVENUE TO THE NORTH LINE OF WALNUT STREET;

THENCE EAST ALONG SAID NORTH LINE OF WALNUT STREET AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF RIDGE AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF RIDGE AVENUE TO THE NORTH LINE OF LOT 1 IN FRIEDRICH'S SUBDIVISION OF LOTS 4 & 5 IN BLOCK 25 IN PROSPECT MANOR, A SUBDIVISION OF THE SOUTH 3/4 OF THE WEST HALF OF THE WEST HALF OF SECTION 34 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 1 IN FRIEDRICH'S SUBDIVISION TO THE WEST LINE OF ELMHURST AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF ELMHURST AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE PLAT OF CONSOLIDATION OF THE WEST 70 FEET OF LOTS 1 THRU 10 IN BLOCK 3 AND PART OF BLOCK 4 IN THE ERNST BUSSE ADDITION TO MT. PROSPECT IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE PLAT OF CONSOLIDATION TO THE EAST LINE OF LOT 1 IN THE PLAT OF CONSOLIDATION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE LOT 1 IN THE PLAT OF CONSOLIDATION TO THE NORTH LINE OF CENTRAL ROAD;

THENCE EAST ALONG SAID NORTH LINE OF CENTRAL ROAD TO THE EAST LINE OF PINE STREET;

THENCE SOUTH ALONG SAID EAST LINE OF PINE STREET TO THE NORTHEASTERLY LINE OF NORTHWEST HIGHWAY;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF NORTHWEST HIGHWAY TO THE WESTERLY LINE OF LOT 3 IN CLOCK TOWER PLACE RESUBDIVISION OF LOTS 18 & 19 AND THE NORTH 22 FEET OF LOT 17 IN BLOCK 2 OF BUSSE & WILDE'S RESUBDIVISION IN MT. PROSPECT TOGETHER WITH LOT "A" IN CORPORATE SUBDIVISION NO. 8 VILLAGE OF MT. PROSPECT AND LOT 1 IN WILLE'S RECONSOLIDATION IN THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 3 IN CLOCK TOWER PLACE RESUBDIVISION 38.06 FEET TO A BEND THEREIN;

THENCE EAST ALONG SAID WESTERLY LINE OF LOT 3 IN CLOCK TOWER PLACE RESUBDIVISION 28.07 FEET TO A BEND THEREIN;

THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 3 IN CLOCK TOWER PLACE RESUBDIVISION 18.61 FEET TO A BEND THEREIN;

THENCE EAST ALONG SAID WESTERLY LINE OF LOT 3 IN CLOCK TOWER PLACE RESUBDIVISION 30.63 FEET TO A BEND THEREIN;

THENCE NORTH ALONG SAID WESTERLY LINE OF LOT 3 IN CLOCK TOWER PLACE RESUBDIVISION 65.92 FEET TO THE NORTH LINE THEREOF;

THENCE EAST ALONG SAID NORTH LINE OF LOT 3 IN CLOCK TOWER PLACE RESUBDIVISION TO THE WEST LINE OF WILLE STREET;

THENCE EAST TO THE EAST LINE OF WILLE STREET AT THE SOUTHWEST CORNER OF LOT 1 IN PROSPECT PLACE PLAT OF RESUBDIVISION OF SUNDRY LOTS AND VACATED ALLEYS OF VARIOUS SUBDIVISIONS IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE EAST ALONG THE SOUTH LINE OF LOT 1 IN PROSPECT PLACE PLAT OF RESUBDIVISION TO THE EAST LINE THEREOF;

THENCE NORTH ALONG SAID EAST LINE OF LOT 1 IN PROSPECT PLACE PLAT OF RESUBDIVISION TO THE SOUTH LINE OF CENTRAL ROAD;

THENCE WEST ALONG SAID SOUTH LINE OF CENTRAL ROAD TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN TRAPANI'S RESUBDIVISION OF LOT "A" IN BLOCK 1 IN THE ERNST BUSSE ADDITION TO MT. PROSPECT AND LOT "A" IN HILLCREST SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOT 1, AND THE WEST LINE OF LOT 2 IN TRAPANI'S RESUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF HENRY STREET;

THENCE EAST ALONG SAID NORTH LINE OF HENRY STREET TO THE EAST LINE OF MAIN STREET;

THENCE SOUTH ALONG SAID EAST LINE OF MAIN STREET TO THE NORTH LINE OF CENTRAL ROAD;

THENCE EAST ALONG SAID NORTH LINE OF CENTRAL ROAD TO THE EAST LINE OF EMERSON STREET;

THENCE SOUTH ALONG SAID EAST LINE OF EMERSON STREET TO THE NORTH LINE OF LOT 13 IN BLOCK 5 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 13 IN BLOCK 5 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT TO THE EAST LINE THEREOF;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 13 IN BLOCK 5 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT TO THE NORTH LINE OF BUSSE AVENUE;

THENCE EAST ALONG SAID NORTH LINE OF BUSSE AVENUE TO THE EAST LINE OF MAPLE STREET;

THENCE SOUTH ALONG SAID EAST LINE OF MAPLE STREET TO THE NORTH LINE OF LOT 9 IN BLOCK 11 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 9 IN BLOCK 11 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT TO THE EAST LINE THEREOF;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 9 IN BLOCK 11 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT TO THE SOUTH LINE THEREOF;

THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF LOT 9 IN BLOCK 11 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT TO THE EAST LINE OF LOT 12 IN BLOCK 11 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT, BEING ALSO THE WESTERLY LINE OF VILLAGE COMMONS A PLANNED UNIT DEVELOPMENT OF LOTS 2, 3, 4 & OUT LOT 1 IN TAX INCREMENT FINANCE SUBDIVISION NO. 1, A RESUBDIVISION OF LOTS A & B IN THE RESUBDIVISION OF LOTS 2 TO 6, PART OF LOT 1 IN THE SUBDIVISION OF BLOCK 10, LOT 16 IN BUSSE'S SUBDIVISION, LOTS 13 TO 15 IN BLOCK 11 & PART OF BLOCK 9 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT IN THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE SOUTH ALONG SAID WESTERLY LINE OF VILLAGE COMMONS A PLANNED UNIT DEVELOPMENT 172.45 FEET TO A BEND THEREIN;

THENCE WEST ALONG SAID WESTERLY LINE OF VILLAGE COMMONS A PLANNED UNIT DEVELOPMENT 4.63 FEET TO A BEND THEREIN;

THENCE SOUTH ALONG SAID WESTERLY LINE OF VILLAGE COMMONS A PLANNED UNIT DEVELOPMENT 147.65 FEET TO A BEND THEREIN;

THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF VILLAGE COMMONS A PLANNED UNIT DEVELOPMENT TO THE NORTHEASTERLY LINE OF NORTHWEST HIGHWAY;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF NORTHWEST HIGHWAY TO THE NORTHWESTERLY LINE OF LOT 1 IN TAX INCREMENT FINANCE SUBDIVISION NO. 1, A RESUBDIVISION OF PARTS OF BLOCKS 9, 10 & 11 IN BUSSE & WILLE'S RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF LOT 1 IN TAX INCREMENT FINANCE SUBDIVISION NO. 1 TO THE NORTHEASTERLY LINE THEREOF;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF LOT 1 IN TAX INCREMENT FINANCE SUBDIVISION NO. 1 TO THE NORTH LINE OF LOT A IN

GEORGE R. BUSSE'S RESUBDIVISION OF PART OF BLOCK 9 IN BUSSE & WILLE'S RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT A IN GEORGE R. BUSSE'S RESUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF SCHOOL STREET;

THENCE SOUTH ALONG SAID EAST LINE OF SCHOOL STREET TO THE NORTH LINE OF THE SOUTH HALF OF LOT 33 IN MT. PROSPECT SUBDIVISION IN SECTION 12 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH HALF OF LOT 33 IN MT. PROSPECT SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE 16 FOOT WIDE ALLEY EAST OF SCHOOL STREET;

THENCE SOUTH ALONG SAID EAST LINE OF THE 16 FOOT ALLEY EAST OF SCHOOL STREET TO THE NORTH LINE OF LOT 1 IN BRUCE'S RESUBDIVISION IN MT. PROSPECT OF LOTS 22 TO 27 IN BLOCK 20 IN MT. PROSPECT SUBDIVISION IN SECTION 12 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 1 IN BRUCE'S RESUBDIVISION IN MT. PROSPECT AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF OWEN STREET;

THENCE SOUTH ALONG SAID EAST LINE OF OWEN STREET TO THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION AND THE NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE EAST LINE OF LOUIS STREET;

THENCE SOUTH ALONG SAID EAST LINE OF LOUIS STREET TO THE NORTHERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY;

THENCE EAST AND SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY AND THE SOUTHEASTERLY EXTENSION THEREOF TO THE EAST LINE OF EDWARDS STREET;

THENCE SOUTH ALONG SAID EAST LINE OF EDWARDS STREET TO THE NORTH LINE OF LINCOLN STREET;

THENCE EAST ALONG SAID NORTH LINE OF LINCOLN STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN OLIVER'S

RESUBDIVISION OF LOTS 12 & 13 IN H. ROY BERRY COMPANY'S MAPLEWOOD HEIGHTS (EXCEPT THE SOUTHERLY 66 FEET FOR ROAD) ALSO BLOCK 26 IN BUSSE'S EASTERN ADDITION TO MT. PROSPECT IN THE EAST HALF OF SECTION 12 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 1 IN OLIVER'S RESUBDIVISION TO THE NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY TO THE EAST LINE OF GEORGE STREET;

THENCE NORTH ALONG SAID EAST LINE OF GEORGE STREET TO THE NORTH LINE OF LOT 17 IN MAPLEWOOD HEIGHTS, A SUBDIVISION NORTH OF THE RAILROAD IN THE DIVISION OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF LOT 17 IN MAPLEWOOD HEIGHTS TO THE EAST LINE THEREOF;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 17 IN MAPLEWOOD HEIGHTS TO THE NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF THE 16 FOOT WIDE ALLEY NORTHEASTERLY OF NORTHWEST HIGHWAY TO THE WEST LINE OF LOT 65 IN MAPLEWOOD HEIGHTS AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF LOT 65 IN MAPLEWOOD HEIGHTS TO THE NORTH LINE THEREOF;

THENCE EAST ALONG SAID NORTH LINE OF LOT 65 IN MAPLEWOOD HEIGHTS AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID, BEING ALSO THE CENTER LINE OF MT. PROSPECT ROAD;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID, BEING ALSO THE CENTER LINE OF MT. PROSPECT ROAD, TO THE SOUTHWESTERLY LINE OF NORTHWEST HIGHWAY, BEING ALSO THE NORTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT OF WAY, AND THE POINT OF BEGINNING;

EXCEPTING THEREFROM

THAT PART OF LOT 1 IN DESIDERATA SUBDIVISION OF BLOCK 1 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT IN SECTION 12 AFORESAID, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 1 AT POINT 246.07 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;

THENCE EAST PERPENDICULAR TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 67.34 FEET;

THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF LOT 1, A DISTANCE OF 65.76 FEET;

THENCE EAST PERPENDICULAR TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 55.38 FEET TO THE MOST WESTERLY EAST LINE OF SAID LOT 1, AND THE POINT OF TERMINUS OF SAID LINE;

ALSO EXCEPTING THEREFROM

ALL OF VILLAGE CENTRE PHASE 1-B PLAT OF RESUBDIVISION OF LOTS 6, 7, 8, 9 IN BLOCK 13 IN BUSSE & WILLE'S RESUBDIVISION IN MT. PROSPECT AND PARTS OF LOTS 8, 9, 10 IN BLOCK 15 IN MT. PROSPECT SUBDIVISION IN SECTION 12 AFORESAID;

IN COOK COUNTY, ILLINOIS.

EXHIBIT A-2

Prospect and Main TIF District

Map

Map: Prospect & Main Proposed RPA Boundary

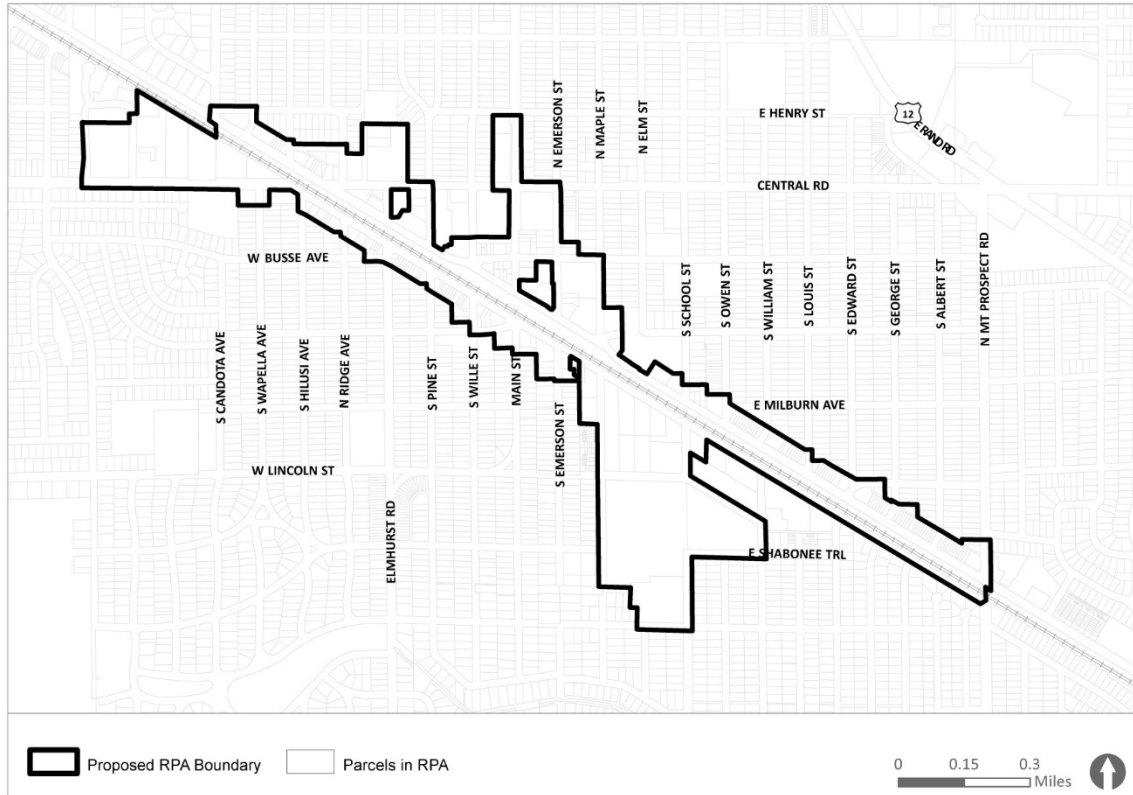


Exhibit B
TIF ELIGIBLE REDEVELOPMENT COSTS

Scope Description	Scope Subtotal
Steel stud framing w/ internal backing, insulation, drywall, FRP, ceilings. The wall between the back of house and dining area will go to the deck. All back of house walls will be at 12' and drop ceiling will be at 10'. Exterior walls will be 1-5/8 with 1-1/2 rigid foam insulation installed. Exterior walls will go up 17' to top of window beams. R-13 insulation will be installed in demising wall and bathroom walls. FRP installed in mop room and halfway up in kitchen. 6" wide knee wall included. Add 6 steel posts for internal bracing.	\$75,000
Doors, 7 steel doors with closers and handles. 2 Eliason doors. Cutting new Exterior Egress Door Into Masonry	\$27,000
Sprinkler, exposed ceiling to stay as is. Back of house to have all dropped into ACT ceiling.	\$12,000
Painting: All new drywall, exposed concrete deck and beams, doors and frames.	\$20,000
Bar and accent wall cladding	\$30,000
Concrete floor finish. 3200sqft @ \$3/foot	\$9,600
Solid surface: quartz counters.	\$20,000
Fireproofing of steel: 3hr all exposed beams and columns	\$10,000
HVAC	\$60,000
Plumbing and SOG concrete removal/replacement	\$105,000
Domestic water submeter	\$5,000
Electric & Fire alarm	\$110,000
Low Voltage / Security	\$15,000
Pergola: 5 Steel pipes anchored to existing ground, 2x6 cedar pergola w/ steel channel beams. 2 layers of composite boards on sound wall w insulation sandwiched between	\$35,000
Planter boxes 15 small, 2 large	\$25,000
Removal / replacement of 2,000SF patio pavers	\$10,000
8 - 12" diameter x 36" deep piers (includes 2 festoon lighting posts) w/ 20 lf of 12" x 12" thickened slab running beneath sound wall	\$30,000
2 - Exterior Signage	\$25,000
Subtotal =	\$623,600
General Conditions (toilets, dumpsters, lifts, staffing) =	\$30,000
GC Insurance =	\$6,236
GC Fee =	\$32,992
Total =	\$692,828
Materials Testing =	\$5,000
Permit Fees =	\$6,236
Contingency=	\$69,283
Architect / Engineering / CM =	\$107,200
CURRENT BUDGET VALUE =	\$880,547

Exhibit C
RESERVED

Exhibit D

FORM OF ASSIGNMENT AND AGREEMENT REGARDING REDEVELOPMENT AGREEMENT

ASSIGNMENT AND AGREEMENT REGARDING REDEVELOPMENT AGREEMENT (MT. PROSPECT)

THIS ASSIGNMENT (the "**Assignment**") is made effective as of the ___ day of March, 2025, by and between CoCo & Maple LLC (the "**Developer**"), an Illinois limited liability company and the Village of Mount Prospect, Illinois, an Illinois home rule municipal corporation (the "**Village**") and HQ Residences LLC, an Illinois limited liability company, together with its successors and assigns ("**Third Party Beneficiary**").

RECITALS:

The following recitals of fact are a material part of this Agreement:

A. Developer and the Village have entered into a "**REDEVELOPMENT AGREEMENT FOR THE COCO & MAPLE RESTAURANT COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS**" dated as of March __, 2025 (as amended, modified or supplemented, the "**Redevelopment Agreement**"), whereby Developer is developing a new 3,348 square-foot restaurant in the retail space located at 130 E. Northwest Highway (the "**Project**") in downtown Mount Prospect, Illinois which real property is legally described on Exhibit A attached hereto (the "**Project Site**"). Any capitalized term used and not defined in this Assignment shall have the meaning given to such term in the Redevelopment Agreement.

B. On January 17, 2017, the Village approved the creation of the TIF District on the Project Site.

C. In order to provide a portion of the necessary financing for the Project, the Village will, subject to the terms and conditions set forth in the Redevelopment Agreement, reimburse Developer for the TIF Eligible Redevelopment Costs (such TIF Eligible Redevelopment Costs are referred to herein as the "**TIF Proceeds**").

D. Section XVII.R of the Redevelopment Agreement permits Developer to assign, without the approval of the Village, all of its rights, title and interest in the Redevelopment Agreement and the TIF Proceeds.

E. Third Party Beneficiary has agreed to perform for Developer certain construction work in the original aggregate principal amount of and will expend substantial funds for the construction, renovation, improvement, equipping, repair and installation of the Project.

F. Third Party Beneficiary has required as a condition of the consummation of the transactions contemplated by the Project that Developer: (i) absolutely assign (and grant a security interest in) to Third Party Beneficiary the right to receive and control the TIF Proceeds that Developer is entitled to receive under the Redevelopment Agreement; (ii) take such steps as may be necessary, in the sole and absolute discretion of Third Party Beneficiary, to evidence and perfect the assignment of (and security interest in) the TIF Proceeds in applicable public records; and (iii) direct the Village to forward all available TIF Proceeds to Third Party Beneficiary as set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual benefits which will accrue to the parties hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. **Absolute Assignment: Lock Box Account.**

Developer, without further action required hereunder, does hereby unconditionally, absolutely and presently grant to Third Party Beneficiary, a security interest in, and does hereby unconditionally, absolutely and presently assign, pledge, hypothecate, mortgage, grant, bargain, sell, convey, transfer, set over, deliver, warrant and confirm unto Third Party Beneficiary, all right, title and interest which Developer has or may subsequently have, directly or indirectly, in the TIF Proceeds under or in connection with the Redevelopment Agreement, and further including, without limitation, all of Developer's rights, recourses and remedies to enforce the payment of the TIF Proceeds and all rights and remedies under the Redevelopment Agreement, together with all accounts, contract rights, general intangibles, products and/or proceeds arising from, out of or in connection with any of the foregoing (collectively, the "**Redevelopment Agreement Collateral**"). This Assignment shall constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Illinois and Developer hereby grants to Third Party Beneficiary a security interest in the Redevelopment Agreement Collateral subject to the provisions hereof.

Developer and Village hereby agree that the payment (in the amount of \$250,000) of TIF Proceeds under Section VI.A.2 of the Redevelopment Agreement disbursed by the Village shall be paid directly to a deposit account established by Third Party Beneficiary in the name and tax ID number of Third Party Beneficiary (the "Lockbox Account") pursuant to the wire instructions attached hereto as Exhibit B. Developer hereby agrees that Third Party Beneficiary shall have the absolute right to receive and control sums deposited in the Lock Box Account and all other monies received by Third Party Beneficiary in connection with the above-described absolute assignment and that such monies shall be placed in the Lock Box Account which shall be in the name of Third Party Beneficiary and shall be subject to and under the sole and absolute control and supervision of Third Party Beneficiary. In no event shall Developer, or any other

person or entity have any right to cause disbursements to be made from the Lock Box Account for any purpose.

2. **Direction to Village; Notice to Village by Developer.**

By Developer's execution and delivery of this Assignment to Third Party Beneficiary, Developer hereby authorizes and directs the Village to pay all TIF Proceeds that Developer is entitled to receive under Section VII(A)(2)(a) of the Redevelopment Agreement directly to the Lock Box Account (“**Installment TIF Proceeds**”). Developer acknowledges and agrees that such direct payment by the Village to the Lock Box Account is the intent of this Assignment and agrees that such direct payment to the Lock Box shall discharge the Village's obligations under the Redevelopment Agreement with respect to disbursement of each such amount of TIF Proceeds so disbursed, and, to the extent such disbursements are made, the Village shall have no further liability to Developer for the amount of such sums so paid directly to the Lock Box Account. Developer hereby irrevocably appoints Third Party Beneficiary its attorney-in-fact, which appointment shall be deemed to be coupled with an interest, to make demand upon the Village for collection of all TIF Proceeds due under said Redevelopment Agreement from time to time, and to receive and deposit the same in the Lock Box Account pursuant to and in accordance with the terms and provisions of this Assignment. The Village acknowledges the terms and provisions hereof. Upon deposit by the Village of the First Installment TIF Proceeds in the Lock Box Account, Third Party Beneficiary all right, title and interest Installment TIF proceeds shall transfer to Third Party Beneficiary.

3. **Power of Attorney.** Developer irrevocably designates, makes, constitutes and appoints Third Party Beneficiary (and all persons and entities designated by Third Party Beneficiary), as its attorney-in-fact, which appointment is deemed to be coupled with an interest, with power, without notice to Developer and at such time or times thereafter as Third Party Beneficiary in its sole and absolute discretion may determine, in Developer's, or Third Party Beneficiary's name;

to take control, in any manner, of any of the monies herein above described;

to endorse the name of Developer upon any of the items of payment as herein above described and to deposit the same to the Lock Box Account;

to do all other acts and things deemed necessary by Third Party Beneficiary in its sole and absolute discretion to fulfill Developer's obligations under this Assignment.

4. **Liabilities Secured.** This Assignment is made and given as security for the prompt payment and performance when due of any and all indebtedness, obligations and liabilities of Developer to Third Party Beneficiary under all documents and instruments evidencing, securing and/or supporting the Third Party Beneficiary's completion of certain landlord work as further described in the lease by and between Developer and Third Party Beneficiary and dated December 28, 2024 (the “Lease”). Notwithstanding anything to the contrary herein contained or contained in any document, instrument, agreement or contract constituting the Redevelopment Agreement Collateral, the interest of Developer therein is assigned and transferred to Third Party Beneficiary

by way of collateral security only, and Third Party Beneficiary, merely by its acceptance hereof, shall not be deemed to have assumed or become liable for any of the responsibilities, obligations, duties or liabilities of Developer under any document, instrument, agreement or contract constituting the Redevelopment Agreement Collateral, whether provided for by the terms thereof, arising by operation of Law or otherwise. This Assignment is made for collateral purposes only and the duties and obligations of Developer under this Assignment shall terminate when all sums due Third Party Beneficiary under the Lease are paid in full. Developer shall remain liable for the due performance of Developer's responsibilities, obligations, duties and liabilities under the documents, instruments, agreements and contracts constituting the Redevelopment Agreement Collateral to the same extent as though this Assignment had not been made.

5. **Default.** In the event of a default by Developer of this Assignment, Third Party Beneficiary may pursue any and all remedies available to it at law or in equity against Developer, and its successors and assigns. Developer's default under the Redevelopment Agreement or this Assignment, subject to all of Developer's rights to notice and cure, shall be deemed a breach and default of this Assignment and the Lease.

6. **Information: Notices.** To the extent that the Redevelopment Agreement requires Developer to deliver to the Village any notices, budgets, projections, plans, audits, statements, reports, books, records, receipts, computer files, plans and specifications, contracts, and other documents, information and records of any kind relating to the Project or the Redevelopment Agreement Collateral (including, without the necessity of request, Certificates of Expenditure as provided in the Redevelopment Agreement (collectively, the "**Information**"), Developer shall simultaneously and by the same means deliver the same Information to Third Party Beneficiary. If the Village delivers to Developer any notice (whether or not a notice of default) under the Redevelopment Agreement, Developer shall simultaneously and by the same means deliver a copy to Third Party Beneficiary.

7. **Cure Rights under Redevelopment Agreement.**

Village upon serving upon Developer any notice of default pursuant to the provisions of the Redevelopment Agreement, shall also serve a copy of such notice upon Third Party Beneficiary, at the address provided for above, and no notice by Village to Developer thereunder shall be deemed to have been duly given unless and until a copy thereof has been so served.

Upon the occurrence of any event of default under the terms of the Redevelopment Agreement ("**Event of Default**"), Third Party Beneficiary shall have the right (but not the obligation) to cure such default, and Village, [before taking any action to terminate or enforce remedies under the Redevelopment Agreement, shall grant an additional thirty (30) days with respect to a default which is capable of being cured by the payment of money, and sixty (60) days (or such longer period as may be required to cure such default with diligence and continuity) with respect to a default which is not capable of being cured by the payment of money.] Village shall accept such performance by Third Party Beneficiary as if the same had been made by Developer. Any default by Developer not reasonably susceptible of being cured by the Third Party Beneficiary shall be deemed to have been waived by Village upon completion of the exercise of remedies by

Third Party Beneficiary, except that any of such defaults which are reasonably susceptible of being cured after such completion of remedies shall then be cured with reasonable diligence. Third Party Beneficiary, or its designee, may become the legal owner and holder of the "Developer" rights under the Redevelopment Agreement through such proceedings.

In the event the Redevelopment Agreement shall be rejected, disaffirmed, or otherwise terminated in connection with any bankruptcy, reorganization, or insolvency proceeding of the Developer, Village shall, upon written request of Third Party Beneficiary made within thirty (30) days of receiving such notice of intention to terminate or of such rejection, disaffirmance or termination, promptly execute and deliver a new redevelopment agreement to Third Party Beneficiary or its designee on the same terms as the Redevelopment Agreement; provided, however, that at or prior to the execution and delivery of said new redevelopment agreement, Third Party Beneficiary shall have paid, or caused to be paid, all sums due and payable by Developer under the Redevelopment Agreement, and shall have cured all existing monetary defaults hereunder and all other defaults hereunder which are reasonably within the power of Third Party Beneficiary to perform (any defaults not reasonably within the power of Third Party Beneficiary to perform shall be deemed waived as to Third Party Beneficiary, its designee, and their respective successors and assigns).

8. **Further Documents, Etc.** Developer hereby agrees to execute any and all further documents and instruments at any time reasonably required by Third Party Beneficiary to provide record notice of this Assignment and the amendments to the Redevelopment Agreement provided for herein, to create, perfect and/or modify the collateral assignment or the liens and security interests granted to Third Party Beneficiary hereunder in accordance with this Assignment.

9. **No Previous Assignment of Developer's Rights.** Developer hereby represents and warrants to Third Party Beneficiary that: (a) none of Developer, or its affiliated businesses, successors and assigns, has made any other assignments of its rights under Redevelopment Agreement to receive disbursements, whether from TIF Proceeds, or otherwise; (b) none of Developer or its affiliated businesses, successors and assigns, will make any other assignments of its rights under Redevelopment Agreement to receive disbursements, whether from TIF Proceeds or otherwise; (c) none of Developer, or its affiliated businesses, successors and assigns, has to the best of its knowledge done anything that would frustrate the purpose of this Assignment; and (d) Developer has obtained all third party consents necessary for this Assignment, if any.

10. **Waivers and Indemnity.** Notwithstanding anything to the contrary herein contained: (a) Third Party Beneficiary shall not be obligated to perform or discharge, nor does Third Party Beneficiary or any other Third Party Beneficiary hereby undertake to perform or discharge, any responsibilities, obligations, duties or liabilities under the Redevelopment Agreement or the other Redevelopment Agreement Collateral by reason of this Assignment; and (b) the exercise of any rights under this Assignment shall not be deemed to release Developer from any responsibilities, obligations, duties or liabilities under the Redevelopment Agreement or the other Redevelopment Agreement Collateral, or cure or waive any default under the Redevelopment Agreement or the other Redevelopment Agreement Collateral, or waive, modify or affect any notice of default under the Redevelopment Agreement or the other Redevelopment Agreement Collateral, or invalidate any act done pursuant to such notice. The acceptance by Third Party Beneficiary of this Assignment with all of the rights, powers, privileges and authority created

hereby shall not be deemed or construed to obligate Third Party Beneficiary or any other Third Party Beneficiary to appear in or defend any action or proceeding relating to the Project or the Redevelopment Agreement Collateral or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any of the Redevelopment Agreement Collateral or with respect to the Project, nor shall Third Party Beneficiary or any other Third Party Beneficiary be liable in any way for any injury or damage to any person or property sustained by any person or persons, firm or corporation in or about the Project (except for Third Party Beneficiary's or other Third Party Beneficiary's gross negligence or willful misconduct), and Third Party Beneficiary shall be indemnified and held free and harmless by Developer from and against any and all liability, expense, cost, loss and damage therefrom. Developer hereby agrees that, except with respect to the willful misconduct or gross negligence of Third Party Beneficiary, no liability shall be asserted or enforced by Developer against Third Party Beneficiary in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Developer. Developer hereby agree to indemnify, defend and hold Third Party Beneficiary and the other Third Party Beneficiary's free and harmless from and against any and all liability, expense, cost or damage which Third Party Beneficiary and the other Third Party Beneficiary may incur by reason of any act or omission of Developer or any other party affiliated with such parties under any of the documents, instruments, or agreements constituting the Redevelopment Agreement Collateral except for any claims resulting from the gross negligence of willful misconduct of Third Party Beneficiary or other Third Party Beneficiaries.

11. **Severability.** If any provision of this Assignment shall be invalid, illegal or enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. **Execution and Counterparts.** This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

13. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

14. **Amendments to this Assignment.** This Assignment may not be amended, modified or waived orally, but only by a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought.

15. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, and with exception of this Assignment, Developer shall not assign any of its remaining rights, interests, duties or obligations under the Redevelopment Agreement, without the express written approval of Third Party Beneficiary, which approval may be granted or denied in Third Party Beneficiary's sole discretion. Any such assignment without the express written approval and informed consent of Third Party Beneficiary shall be null and void, and Third Party Beneficiary shall have the right to pursue any and all remedies available to it at law or in equity.

16. **Mutual Cooperation.** If any further action is necessary to carry out the purposes of this Assignment after the date hereof, the parties hereto will each take such further action and provide the other party with the information, files and/or records necessary to achieve the same, including the execution and delivery of such instruments and documents as the other party may reasonably request.

17. **No Partnership.** This Assignment shall not create an association, partnership, joint venture or principal and agency relationship or similar other legal relationship under the laws of any state or the federal government or render any party hereto liable for the debts or obligations of the others, except as otherwise expressly provided in this Assignment.

18. **Notice.** Any notice, demand, request or other communication which may or shall be given or served by the parties hereto shall be in writing and given as provided in the Redevelopment Agreement.

/SIGNATURE PAGES FOLLOW/

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

DEVELOPER:

COCO & MAPLE, LLC, an Illinois limited liability company

By: _____

Name: Michael Brown

Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Michael Brown, the manager of CoCo & Maple, LLC, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2025.

Notary Public

My Commission Expires:

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

THIRD PARTY BENEFICIARY:

HQ RESIDENCES LLC, an Illinois limited liability company

By: HIC/MP2 LLC, an Illinois limited liability company, its Manager

By: The Harlem Irving Companies, Inc., an Illinois corporation, its Administrative Manager

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Vincent G. Forgione, the Vice President of MP2 Holdings Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

My Commission Expires:

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

VILLAGE:

VILLAGE OF MOUNT PROSPECT, an Illinois home rule municipal corporation

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY, that on this ____ day of March , 2025, before me, the undersigned Notary Public of said State, personally appeared _____, who acknowledged himself to be a _____ of **VILLAGE OF MOUNT PROSPECT**, an Illinois home rule municipal corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description - Entire Project Site

Lot A in Corporate Subdivision No. 1, being a resubdivision of Lots 8 to 14 in Block 12 in Busse & Willie's Resubdivision in Mount Prospect, in the West 1/2 of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded January 26, 1979 as document number 24817046 and as document number LR3072886, in Cook County, Illinois.

EXHIBIT B

Lockbox Wire Instructions

Bank: Village Bank & Trust

Bank ABA: 071925460

Account Name: HQ Residences LLC

Account Number: 6293022121

ORDINANCE NO. XXX

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT FOR THE COCO & MAPLE RESTAURANT COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Mount Prospect, Cook County, Illinois, as follows:

SECTION 1: The Mayor and Board of Trustees of the Village find as follows:

- A. The Village of Mount Prospect ("Village") is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.
- B. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- C. Pursuant to Ordinance Numbers 6293, 6294 and 6295, adopted January 17, 2017, the Village designated the tax increment redevelopment project area ("Redevelopment Project Area"), approved a tax increment 2 redevelopment plan and project ("TIF Plan"), and adopted tax increment financing relative to the Village's Prospect and Main Tax Increment Financing District ("TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.
- D. Developer seeks to construct a new 3,348 square-foot restaurant in the retail space located at 130 E. Northwest Highway ("the Project") in downtown Mount Prospect ("the Business Location"). Together, Developer and Third Party Beneficiary will invest at least eight hundred five thousand and twenty-eight dollars (\$805,028) ("the Maximum Amount") in the Project. It is necessary for the successful completion of the Project that the Village enter into this Agreement with the Developer and Third Party Beneficiary to provide for the redevelopment of the Property, thereby implementing the TIF Plan.
- E. The Developer has been and continues to be unable and unwilling to undertake the Project, but for certain tax increment financing ("TIF") incentives for the construction of the Project at the Business Location, not to exceed Two Hundred Fifty Thousand and No/100 dollars (\$250,000), to be provided by the Village in accordance with the Act and the home rule powers of the Village, which the Village is willing to provide under the terms

and conditions contained herein. The Village has agreed to waive any and all building permit and inspection fees for the Project not to exceed six thousand and six hundred dollars (\$6,600). The Parties acknowledge and agree that but for the aforementioned TIF incentives, to be provided by the Village, Developer cannot successfully and economically develop the Project in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interest to assist Developer and Third Party Beneficiary in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time pursuant to the mutual agreement of the Parties and in the manner as herein provided.

- F. 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, and any and all actions taken by the Village in furtherance hereof, 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.
- G. This Agreement has been submitted to the Developer for consideration and review, the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer precedent to the execution of this Agreement has been undertaken and performed in the manner required by law.
- H. It is the desire of the Village to approve the "Redevelopment Agreement for the CoCo & Maple Restaurant" at HQ Residences, LLC, comprising a part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois," attached hereto as **EXHIBIT A** and made part hereof.

SECTION 2: Based upon the foregoing, the Village Mayor, Village Clerk and Village Manager, or their designees, be and are hereby authorized and directed to execute the attached Redevelopment Agreement and perform the Village's obligations thereunder.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 2nd day of April pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of April 2025 , by the Village Mayor of the Village of Mount Prospect, and attested by the Village Clerk, on the same day.

Village Mayor

APPROVED and FILED in my office this 2nd day of April 2025 and published in pamphlet form in the Village of Mount Prospect, Cook County, Illinois.

ATTEST:

Village Clerk



Item Cover Page

Subject

Meeting

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category

Type

As submitted

April 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT
VILLAGE BOARD

VILLAGE MANAGER'S REPORT

Presentation

Information

Discussion

Alternatives

Staff Recommendation

Attachments

None