



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

December 2, 2025

Village Hall - 3rd Floor Board Room

7:00 PM

1. CALL TO ORDER

2. ROLL CALL

- 2.1. Pledge of Allegiance - Trustee Beth DiPrima

3. APPROVAL OF MINUTES

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

4. MAYORS REPORT

- 4.1. A RESOLUTION FOR THE HOLIDAY SEASON
- 4.2. PROCLAMATION: Teddy Bear Walk Month -December 2025
- 4.3. APPOINTMENT TO BOARDS AND COMMISSIONS
Special Events Commission: Jenna Olsen

5. COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

- 5.1. Individuals wishing to address the Village Board in person regarding issues not on the agenda must register to participate in the Citizens to Be Heard process. You may sign in before the meeting in person or by emailing your intent to speak to publiccomment@mountprospect.org no later than 1:00 p.m. on the day of the meeting.

6. CONSENT AGENDA

- 6.1. List of Bills - November 12, 2025 to November 25, 2025 - \$10,353,989.54
- 6.2. Waive the rules requiring two readings of an ordinance and adopt AN ORDINANCE TO AMEND WATER AND SEWER RATES SET FORTH IN APPENDIX A, DIVISION II, VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS
- 6.3. Waive the rules requiring two readings of an ordinance and adopt AN ORDINANCE TO AMEND SOLID WASTE COLLECTION SERVICE RATES FOR INDIVIDUAL DWELLING UNITS SET FORTH IN CHAPTER 19, SECTION 19.202, VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS
- 6.4. Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE GRANTING A CONDITIONAL USE FOR A MASSAGE THERAPY ESTABLISHMENT AT THE PROPERTY 1699 WALL STREET, SUITE 550-Q, MOUNT PROSPECT, ILLINOIS (PZ-23-25)
- 6.5. Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE GRANTING A CONDITIONAL USE FOR A MASSAGE THERAPY

ESTABLISHMENT AT THE PROPERTY 1728 EAST KENSINGTON ROAD, MOUNT PROSPECT, ILLINOIS (PZ-25-25)

- 6.6. 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 will decrease the number of Class "F-1" licenses by (1) MI RESTAURANT INC. d/b/a MI RESTAURANT 1742 E Kensington Rd., Mount Prospect, IL; (2) NEW PUSAN RESTAURANT INC. d/b/a NEW PUSAN RESTAURANT 1144 S. Elmhurst Rd., Mount Prospect, IL; Class "F-3" licenses by (3) VAANA GROUP M LLC. d/b/a CHIT CHAAT CAFE located at 1716 E. Kensington, Mount Prospect, IL; (4) PATINA MOUNT PROSPECT LLC d/b/a PATINA WINE BAR located at 133 W. Prospect Ave, Mount Prospect, IL;

7. OLD BUSINESS - None

8. NEW BUSINESS

- 8.1. Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE GRANTING A CONDITIONAL USE FOR A REDUCED REAR YARD SETBACK FOR ACCESSORY STRUCTURES, AND VARIATIONS FROM THE LOT COVERAGE REQUIREMENT AND THE ACCESSORY STRUCTURE SIZE, HEIGHT, AND LOCATION REQUIREMENTS FOR PROPERTY LOCATED AT 17 SOUTH MAPLE STREET, MOUNT PROSPECT, ILLINOIS (PZ-26-25)
- 8.2. A RESOLUTION APPROVING (1) A PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND ST. MARK LUTHERAN CHURCH AND (2) A POST-CLOSING PARKING USE AGREEMENT
- 8.3. Motion to approve a traffic-calming project within the Hatlen Heights Subdivision on Audrey Lane, Hatlen Avenue, Grindel Drive, Connie Lane and Meier Road.
- 8.4. Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE AMENDING CHAPTER 18, "TRAFFIC" IN THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance will adopt traffic regulations required for implementing a traffic-calming project in the Hatlen Heights Subdivision.
- 8.5. Motion in support of the Village Response Policy to Federal Law Enforcement Immigration Operations

9. VILLAGE MANAGER'S REPORT

- 9.1. Motion to approve waiving the competitive bidding requirements and purchase a Freightliner M2 Ambulance with Power Cot and Power Load at a total not to exceed \$504,283.
- 9.2. Motion to accept bid for the 2025 New Sidewalk Program for an amount not to exceed \$163,570.
- 9.3. As submitted

10. ANY OTHER BUSINESS

11. ADJOURNMENT

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

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**Village of Mount Prospect Regular
Meeting of the Village Board Tuesday,
November 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 Street, Mount Prospect, Illinois.

ROLL CALL

Members present upon roll call by the Village Clerk: Mayor Paul Hoefert, Trustee Vincent Dante, Trustee Beth DiPrima, Trustee Terri Gens, Trustee Bill Grossi, Trustee John Matuszak, and Trustee Colleen Saccotelli
None was absent. A quorum was present.

2.1. Pledge of Allegiance – Led by Trustee Vincent Dante

APPROVAL OF MINUTES

3.1. Minutes of the regular meeting of the Village Board - November 4, 2025

Motion by Vincent Dante, second by John Matuszak to approve the November 4, 2025 regular meeting minutes of the Village Board:

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

Nay: None

Final Resolution: Motion passed.

MAYORS REPORT

4.1. Mayor's comment

Mayor Hoefert announced that the Lions Club was in attendance to present a check to the Village. Jill Friedrichs, President of the Mt. Prospect Lions Club, presented a check for \$12,500 to the Village's food pantry. Julie Kane, Director of Human Services, accepted the check.

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Ms. Friedrichs explained that the Lions Club has been raising funds for the food pantry for 28 years, totaling over \$250,000 in donations. She noted that these funds represented half of their proceeds from the farmers market, which they operate every Sunday for six months of the year. She acknowledged the committee members who help organize the market and she also thanked the farmers and vendors who donate excess produce to the Community Connection Center each week. The Mayor expressed appreciation for the Lions Club's significant contributions to the community, both financially and through organizing events that bring the community together.

Following the check presentation, Mayor Hoefert read a statement establishing rules for the meeting, emphasizing the importance of maintaining order, respecting others' viewpoints, and adhering to time limits for public comment. He noted that speakers would be limited to 4 minutes during Citizens to be Heard and requested that repetitive comments be avoided.

4.2. PROCLAMATION: Small Business Saturday - November 29, 2025

Mayor Hoefert read a proclamation recognizing November 29, 2025, as Small Business Saturday in Mount Prospect. The proclamation highlighted the vital contributions small businesses make to the local economy and community, noting they create jobs, boost the economy, and preserve neighborhoods. Tom Nelson, small business owner and President of the Downtown Merchants Association, accepted the proclamation on behalf of the Village's small business owners and expressed appreciation for the Village's support.

4.3. ACCOLADES: Recognition of the St. Raymond School's Cross-Country Team

The Village Board recognized the St. Raymond School's cross-country teams for their outstanding achievements. The boys varsity team repeated as state champions in the Illinois Elementary School Association Class 1A, their second title since 2023. The girls varsity team finished third in their state meet, with two all-state runners. Coach Sean Hargadon spoke on behalf of the teams, expressing gratitude for the recognition and pride in the athletes' hard work, perseverance, and sportsmanship.

4.4. ACCOLADES: 2025 Fire Prevention Poster Contest Winners

The Fire Department presented the winners of the 2025 Fire Prevention Poster Contest. The theme was "Charge into Fire Safety: Lithium Ion Batteries in Your Home." Monika Korzun, Public Education Officer of the Mount Prospect Fire Department, noted that over 2,500 posters were submitted from nine elementary schools. Winners from kindergarten through fifth grade were recognized in first, second, and third place categories. Each student came forward to receive their award.

Mayor Hoefert called for a brief recess at 7:45 pm to allow the poster contest winners to exit

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*the meeting and join their families in the Farley Community Room for refreshments.
Mayor Hoefert resumed the meeting at 7:50 p.m.*

COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

Motion by Terri Gens, second by John Matuszak to move "Citizens to be Heard" after New Business:

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

Nay: None

Final Resolution: Motion passed.

CONSENT AGENDA

Motion by Vincent Dante, second by Colleen Saccotelli to approve the consent agenda a presented:

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

Nay: None

Final Resolution: Motion Passed

6.1. Monthly Financial Report - September 2025

6.2. List of Bills — October 29, 2025 to November 11, 2025 — \$5,383,931.09

6.3. A RESOLUTION AUTHORIZING AN AMENDMENT OF THE
INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE
COMPATIBILITY COMMISSION

Resolution No. 32-25

6.4. Motion to accept the Municipal Partnering Initiative joint bid results for the 2026 and 2027 Generator Maintenance Program in an amount not to exceed \$33,247.50 each year.

6.5. Motion to accept proposal for the 2025 Village Facility Card Access System Upgrade Project for an amount not to exceed \$114,821.72.

6.6. Motion to approve a Five-Year Utility Billing Production Agreement with Third Millennium Associates, Inc. (Subject to Attorney review)

PUBLIC HEARING

7.1. Proposed Property Tax Levy for the Village of Mount Prospect for the fiscal year beginning January 1, 2025 and ending December 31, 2025. This public hearing, called pursuant to proper legal notice having been published in the

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Daily Herald on November 5, 2025, is for the purpose of presenting the proposed tax levy for the fiscal year beginning January 1, 2025, and ending December 31, 2025.

Mayor Hoefert opened the public hearing on the proposed tax levy for fiscal year 2025 at 7:52p.m. He noted that notice of this hearing was published in the Daily Herald newspaper on November 5, 2025, and that the Village Board had reviewed the budget at previous meetings with opportunities for residents to participate in the budget process.

Finance Director Amit Thakkar presented the proposed tax levy and budget. He highlighted that the 2026 budget is balanced with total revenues of \$187.8 million and expenditures of \$192.6 million, with a planned use of \$4.8 million in previously earned revenue. Key points included:

- 0% property tax increase, maintaining the same levy as 2024 (payable 2025)
- The levy is the lowest in the last 11 years
- Includes pension abatements totaling \$2.9 million and debt service levy abatements of \$3.1 million
- Using grocery tax revenue (\$925,000) for pension abatements
- Addition of three new firefighters/paramedics and two patrol officers
- A 6.75% increase in water and sewer fees and a 3.5% increase in refuse fees
- Mount Prospect has the lowest per capita property tax (\$321) compared to surrounding communities

Mr. Thakkar also provided an overview of the general fund reserves, which are projected to be at 52% of the 2026 budget by the end of 2025, well above the 30-50% policy requirement.

Trustee Grossi asked about the average tax levy over the past five years. Mr. Thakkar responded that the levy had decreased from approximately \$22 million in 2022 to \$18.2 million currently, with three years of 0% increases and two years of negative changes.

There were no further questions or public comments. The Mayor closed the public hearing on the proposed tax levy at 8:05 p.m.

- 7.2. Proposed 2026 Budget for the Village of Mount Prospect for the fiscal year beginning January 1, 2026, and ending December 31, 2026. This public hearing, called pursuant to proper legal notice having been published in the Daily Herald on October 8, 2025, is for the purpose of presenting the 2026 Budget for the Village of Mount Prospect for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

Mayor Hoefert opened the public hearing on the proposed 2026 budget at 8:05p.m. He noted that notice of this hearing was published in the Daily Herald newspaper on October 8, 2025. Mr. Thakkar indicated that his previous presentation had covered both the tax levy and budget, with no additional information to add.

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There were no questions or comments from the Board or the public. The Mayor closed the public hearing on the proposed 2026 budget at 8:06 pm.

OLD BUSINESS

8.1. Second Reading and Approval of AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE VILLAGE OF MOUNT PROSPECT FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, IN LIEU OF PASSAGE OF AN APPROPRIATION ORDINANCE.

Motion by Bill Grossi, second by Vincent Dante to approve AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE VILLAGE OF MOUNT PROSPECT FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, IN LIEU OF PASSAGE OF AN APPROPRIATION ORDINANCE:

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

Nay: None

Final Resolution: Motion Passed

Ordinance No. 6814

8.2. Second Reading and Approval of AN ORDINANCE AUTHORIZING THE LEVY AND COLLECTION OF TAXES FOR THE CORPORATE AND MUNICIPAL PURPOSES OF THE VILLAGE OF MOUNT PROSPECT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.

Board Comments:

- Commended Village staff for their excellent financial management
- Expressed appreciation for the responsible budget that enables the Village to increase public safety staffing without raising property taxes
- Highlighted the strong financial position of the Village
- Thanked the staff for increasing revenues in other areas to take pressure off property taxes, acknowledging their efforts

Mayor Hoefert emphasized the strong local economy over the past 5–6 years, with significant growth throughout the town, which has allowed the Village to avoid increasing residential property taxes.

Public Comment:

Steve Polit
601 N. Wilshire Drive

- Spoke about the Village budget

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Motion by Bill Grossi, second by Colleen Saccotelli to approve AN ORDINANCE AUTHORIZING THE LEVY AND COLLECTION OF TAXES FOR THE CORPORATE AND MUNICIPAL PURPOSES OF THE VILLAGE OF MOUNT PROSPECT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.

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

Nay: None

Final Resolution: Motion Passed

Ordinance No. 6815

8.3. Second Reading and Approval of AN ORDINANCE TO ABATE A PART OF THE TAXES LEVIED FOR CORPORATE AND MUNICIPAL PURPOSES OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.

Motion by John Matuszak, second by Colleen Saccotelli to AN ORDINANCE TO ABATE A PART OF THE TAXES LEVIED FOR CORPORATE AND MUNICIPAL PURPOSES OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

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

Nay: None

Final Resolution: Motion

Ordinance No. 6816

NEW BUSINESS

9.1. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY FOR THE RECONSTRUCTION OF BUSSE ROAD FROM GOLF ROAD TO CENTRAL ROAD.

Public Works Director Sean Dorsey presented the resolution for the reconstruction of Busse Road between Central Road and Golf Road, a 1.25-mile section of roadway owned and maintained by Cook County. The project design includes:

- A three-lane cross-section with a center turn lane
- Sidewalk on the west side of the road
- An 8-foot wide shared-use path on the east side for bikers and joggers
- Streetlights on the west side
- New storm sewer system

The project will be funded with federal and state money, with Cook County as the lead agency. Construction is expected to start next summer and be completed in summer 2027, with two-way traffic maintained throughout construction. The Village will reimburse Cook County for certain costs, including streetlights, a Rectangular Rapid Flashing Beacon

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(RRFB) system at the Lonnquist intersection, resurfacing a portion of Lonnquist, emergency vehicle preemption equipment, and a new crosswalk on the east side of the Central and Busse Road intersection.

The Village has received a \$1,449,000 grant from the Illinois Transportation Enhancement Project, which will cover approximately 80% of the cost of sidewalks, shared-use path, traffic signals, and RRFB work, and about 50% of streetlight costs. The Village's total responsibility amounts to approximately \$408,748, about 2% of the total project costs.

Mr. Dorsey answered questions from the Board regarding the project, including stormwater management, timeline, and maintenance responsibilities.

Public Comment:

Renee Stenco

Mount Prospect resident

- Suggested considering native plants for the green areas along the corridor

Commissioner Kevin Morrison

Mount Prospect resident

- Commented that he looks forward to the completion of the project, as it has been a long time coming.

No additional discussion.

Motion by Bill Grossi, second by Vincent Dante to approve the subject resolution:

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

Nay: None

Final Resolution: Motion Passed

Resolution No. 33-25

9.2. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN INTERGOVERNMENTAL AGREEMENTS WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF SCHOENBECK ROAD FROM RAND ROAD TO CAMP MCDONALD ROAD.

Director of Public Works Sean Dorsey explained that Schoenbeck Road has deteriorated significantly and requires more than resurfacing. The project includes grinding all existing asphalt, replacing some sub-base, intermittent curb replacement, and adding sidewalk to the west side. The cost increased to approximately \$1.7 million, but the Village received additional funding from the STP program, bringing the grant amount to about \$1.4 million.

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The project was bid and awarded through IDOT (Illinois Department of Transportation), with PirTano Construction submitting the lowest bid of \$1,778,509.65. Although PirTano has not previously worked with the Village, they are pre-qualified by IDOT for this type of work. Two agreements are required: a joint funding agreement for construction, in which IDOT will pay invoices first and bill the Village later, and a local public agency engineering services agreement, in which the Village will hire and pay the construction engineer and then bill IDOT for its share.

In response to a question from the Board regarding ownership of the road, Mr. Dorsey confirmed that the Village owns the road and will handle maintenance, with the primary purpose of the agreements being to secure the funding.

Motion by Bill Grossi, second by Vincent Dante to approve the subject resolution:

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

Nay: None

Final Resolution: Motion Passed

Resolution No. 34-25

9.3. A RESOLUTION APPROVING A PUBLIC IMPROVEMENTS AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND TUR VENTURES LLC FOR OFF-SITE PUBLIC IMPROVEMENTS RELATED TO THE MOUNT PROSPECT TECHNOLOGY CAMPUS

Director of Community and Economic Development Jason Shallcross presented the resolution regarding the public improvements agreement with CloudHQ (Tour Ventures LLC). The Village Board had approved a PUD amendment for CloudHQ at a special meeting on October 28, and as part of that approval, the developer agreed to fund certain off-site improvements. These include:

1. \$1 million toward Algonquin Road improvements, which will be part of a larger project for which the Village has already received over \$2 million in CMAQ (Congestion Mitigation & Air Quality) funding
2. \$2 million toward the construction of a splash pad at the RecPlex

The Village will receive \$2.2 million within 60 days after the full building permit for the first data center building is issued and the developer secures financing. The remaining \$800,000 would be paid two years later, regardless of whether any future data center buildings are constructed. Mr. Shallcross noted that the Village would work on an IGA with the Mt. Prospect Park District regarding the splash pad construction.

Board Comments:

- Expressed support for the project, noting that it represents part of the

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ongoing revitalization of South Mount Prospect.

- Expressed appreciation for the developer's commitment to building a LEED-certified facility, which reflects their commitment to energy efficiency and sustainability.

In response to a question from the Board regarding the timing of financing, Director Shallcross estimated it would be secured within 60-90 days. In response to a question from a resident, it was confirmed the data center will use a closed-loop water system.

Mayor Hoefert noted this project provides a significant financial benefit to the Village that will advantage the entire community once finished.

Motion by Colleen Saccotelli, second by Bill Grossi to approve the subject resolution:

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

Nay: None

Final Resolution: Motion Passed

Resolution No. 35-25

COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

Multiple residents addressed the Board regarding concerns about Immigration and Customs Enforcement (ICE) operations in the community. Speakers shared personal experiences and observations of ICE agents detaining individuals in the Village, expressing fear and concern about the impact on families, particularly on children. Many speakers requested that the Board consider adopting an immigration enforcement policy similar to those passed by neighboring municipalities that restrict the use of Village property by ICE.

Speakers emphasized the need for the Village to show compassion and support for immigrant residents, noting that many are hardworking community members who contribute to the local economy. Several speakers cited examples of other communities that have passed ordinances or resolutions addressing this issue.

A few residents spoke in favor of maintaining neutrality on immigration enforcement matters, suggesting that taking an anti-federal government stand could have repercussions for taxpayers.

Public Comment:

1. Rebecca Chmielewski
2. Dutch DeGroot
3. Rebecca C.
4. Ronak McFadden
5. Michelle Tormey
6. Andrew Olinski

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7. Sam Dixon
8. Sandra Alcantar
9. Carole Martz
10. Ayely Garcia
11. Robin Jennings
12. Brian Demski
13. B-L Pelicore
14. Beth Dukes
15. Helen Werner
16. Sue Stolzer
17. Pete Long
18. Linda Waycie
19. Debbie Geavaras
20. Karen Chamberlin
21. Jen Carbone
22. Carmen Melesio
23. Fay Costa
24. Jaimie Clark
25. Rachel Leiner
26. Mike Lorenzini
27. Marta Valdez-Revord
28. Jean Benson
29. Renee Stanco
30. Kevin Morrisson

At the conclusion of Citizens to be Heard, Mayor Hoefert stated that the Board would take all comments under advisement.

VILLAGE MANAGER'S REPORT

No additional report.

ANY OTHER BUSINESS

No other business was brought forward.

ADJOURNMENT

With no additional business to conduct, Mayor Hoefert asked for a motion to adjourn. Trustee Grossi seconded by Trustee Gens motioned to adjourn the meeting. By unanimous voice vote, the November 18, 2025 Regular Meeting of the Village Board of Trustees adjourned at 10:30 p.m.

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Respectfully submitted,

Karen M. Agoranos
Village Clerk



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Subject	A RESOLUTION FOR THE HOLIDAY SEASON
Meeting	December 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. Holiday 2025

RESOLUTION NO. 36-25

A RESOLUTION FOR THE HOLIDAY SEASON

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

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

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

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

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

AYES:

NAYS:

Passed and approved this 2nd day of December 2025

Paul Wm. Hoefert
Mayor

ATTEST:

Karen M. Agoranos
Village Clerk



PROCLAMATION
TEDDY BEAR WALK CELEBRATES 45th ANNIVERSARY

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

WHEREAS, December 2025 marks the 45th anniversary of this annual event; and

WHEREAS, the event will be celebrated with a visit from and photo opportunity with special guests Mr. and Mrs. Claus on Saturday, December 6.

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

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

NOW, THEREFORE, I, Paul Hoefert, Mayor of the Village of Mount Prospect, do hereby proclaim December 1 through December 31, 2025 as

“MOUNT PROSPECT TEDDY BEAR WALK MONTH”

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

Paul Wm. Hoefert
Mayor

ATTEST:

Village Clerk

Dated this 18th day of December 2025



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Subject **APPOINTMENT TO BOARDS AND COMMISSIONS**
Special Events Commission: Jenna Olsen

Meeting December 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

Special Events Commission

Appointment - Jenna Olsen Term to expire December 2029

Discussion

Alternatives

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

Staff Recommendation

Mayor Hoefert recommends Ms. Olsen for appointment to the Special Events Commission. He believes she will represent the Village fairly and objectively.

Attachments

1. Special Event appointment - Olsen

Village of Mount Prospect
Mount Prospect, Illinois

INTEROFFICE MEMORANDUM



TO: BOARD OF TRUSTEES
VILLAGE MANAGER MICHAEL CASSADY
SPECIAL EVENTS CHAIR BRIAN LAMBEL

FROM: MAYOR PAUL WM. HOEFERT

DATE: NOVEMBER 25, 2025

SUBJECT: APPOINTMENT TO BOARDS AND COMMISSIONS

I hereby nominate the following individual for appointment to the following Board & Commission:

Special Events Commission

Appointment

Jenna Olsen Term to expire December 2029
403 S. We Go Trail

I recommend Ms. Olsen for appointment to the Special Events Commission and believe she will represent the Village fairly and objectively.

A handwritten signature in black ink, which appears to read "Paul Wm. Hoefert". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

PAUL WM. HOEFERT
Mayor PH/jl



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Subject **List of Bills - November 12, 2025 to November 25, 2025 - \$10,353,989.54**

Meeting December 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 for November 12, 2025, to November 25, 2025, - \$10,353,989.54.

Discussion

Alternatives

1. Approve the attached List of Bills for November 12, 2025, to November 25, 2025 — \$10,353,989.54.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends approval of the List of Bills for November 12, 2025, to November 25, 2025, - \$10,353,989.54.

Attachments

1. List of Bills 11-12-25 to 11-25-25

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

Fund	Vendor Name	Invoice Description	Amount
001 General Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit 11.20.25	\$ 3,614.29
	Advanced Landscaping LLC	Turf Mowing throughout the Village 10/6-10/27/25	4,699.44
	Advanced Tree Care	Removal of Parkway Trees 10/22/25	26,850.00
	Air One Equipment, Inc.	New Hire Helmet fronts and stock glove replacement	1,793.00
		POC turnout gear name plates	286.00
		SCBA Parts and Supplies	1,032.43
	Allen, Brandon	Office Equipment Reimbursement 11/18/25	159.00
	Amazon Capital Services	CD Coffee supply 10/27/25	31.79
		11/19/25 Squad emergency supplies	39.95
		Sling bags for CERT team (30qty)	779.70
		11/19/25 Supplies for Dept. holiday events	34.64
		Replacement wheels for rollator walker	(19.99)
		Reacher grabber tools & Walking canes	69.62
		11/14/25 Supplies for Dept. events	19.98
		Small stuffed animals/fidget toys for ambulances	127.27
		Small stuffed animals/fidget toys for ambulances	147.78
		Wall calendar and poly envelopes for the rigs	40.91
		Magnetic metal plates, vent covers and thumb tacks - St 11/ 13	26.97
		11/08/25 Supplies for Dept. lunchroom	131.65
		CDBIS Office supply shoe allowance 11/10/25	201.58
		11/07/25 Standing desk for patrol supervisor	151.99
		Office supplies and supplies for squads	91.73
		Office cork board	26.48
		11/20/25 Office supplies	19.57
		CD Clothing 11/11/25	262.40
		Wood conditioner, utility knives, cutting board & scrub brush	81.65
		CDBIS Office supply shoes Nov 2025	417.62
	American Landscaping Inc.	Grass Cutting - 414 Deborah 11/7/25	270.00
		Removed/Boarded Window - Hawk Removal 505 Fairview 11/17/25	1,081.00
	American Range Walls LLC	11/13/25 Training supplies	6,644.93
	AMS Store and Shred LLC	October 2025 Document destruction	80.00
	Arbession Inc	Chainsaw files	113.11
	Arevalo, Chris	Reimburse training expenses 10/13/25-10/24/25	120.00
	Bedco Mechanical	Maintenance Contract for HVAC repairs Nov/Dec 2025	5,242.20
	Bond Conway Law Firm	Administrative adjudication October 2025	648.00
	Bonnell Industries Inc.	Plow Lift Cylinder	2,871.60
	Bowman Consulting Group	Wolf Rd Sidewalk Eng Design/const/inspection 9/18-10/3/25	1,412.77
	Brock & Beast Homes LLC	Rand-83-Kensington Intersection Project Land Acquisition	93,000.00
	Brown, Donna	Reimburse PE License Renewal Nov 2025-Oct 2027	125.00
	Builders Asphalt LLC	Patching material 11/11/25	747.60
	Carioti, Francis	Edit MP Update 11/7/25	144.00
	CDW LLC	Replacement ribbon for ID printer	65.78
	Cellebrite Inc	12/21/25-12/20/26 Annual subscription	9,728.52
	Christopher B. Burke Engineering Ltd	Accreditation and Map Revision Levee 37 9/28-10/25/25	2,700.00
	CIT Bank, N.A.	KIP Lease Nov 2025	409.34
	Civiltech Engineering Inc	Civil Tech Consulting Fee Transport Study 8/30/25-10/31/25	706.15
	Clerk of the Circuit Court of McHenry County	Garnishment 11.20.25	547.85
	Comcast	11/12-12/11/25 Cable 50 S Emerson	23.09
		Cable VMO 11/12/25 - 12/11/25	35.14
		Comcast Fiber Service November 25	2,771.98
	Commonwealth Edison	10/6-11/4/24 1020 E Central electricity	6.90
	Concare Inc.	Prep/grind/patch/reseal PW center isle/3 coats sealer 11/7/25	47,449.83
	Constellation NewEnergy, Inc.	10/3-11/3/25 755 S Meier electricity	83.95
		10/7-11/5/25 1051 N Elmhurst Rd electricity	301.17
	Costar Realty Information, Inc.	Monthly Real Estate Publication November 2025	1,026.90
	Damian, Jacquelyn	Reimbursement for NASW Training & LCSW Exam Prep	320.00
	Des Plaines Journal Inc	Legal Notices all papers 10/29/25	208.68
		PZ-26-25 Legal Posting 10/29/25	278.25
	Des Plaines Material & Supply	Street Basin supplies	333.88
	DroNation LLC	Drone footage various locations	650.00
	eLocker Limited	Supplies for eLocker system	395.00

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

Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	EMS Management & Consultants Inc	Ambulance Billing Service - September 2025	6,611.74
		Ambulance Billing Service - October 2025	10,217.65
	Endeavor Health Medical Group	11/05/25 Pre-employment physical	960.00
	Engler Callaway Baasten & Sraga LLC	Anti-Harassment Training Fall 2025	6,785.00
	ESRI Inc.	ESRI Subscription Renewal 10/30/25-10/29/26	13,922.08
	Federal Express Corp	Shipping Charges 9/30/25	52.62
	Fehr-Graham & Associates LLC	2025 Annual Environmental and Safety Services	1,647.53
	Fire Pension Fund	Fire Pension 11.20.25	34,711.01
	Five Star Valet	Valet Services Restaurant Row 09/04/25-09/27/25	3,720.00
		Valet Services Restaurant Row 10/02/25-11/01/25	4,650.00
	Garcia, Mario	EVT Certification Commission Meeting 9/9/25	45.00
	HDR Engineering Inc	Central Rd Railroad Crossing Ph I Eng 9/28-11/1/25	12,589.03
	Hogan, Charles	Membership and subscription reimbursement 9/5/25	468.00
		APA Conference Reimbursement 10/8/25-10/10/25	111.71
	Holiday Radiance Lights	Connectors for white light connections	370.00
	ICMA	2026 ICMA membership 1/1/26-12/31/26	1,171.30
	ICMA Retirement Trust - 457	MissionSquare 11.20.25	50,482.63
	Illinois American Water Company	Water service 2000 E Kensington 11/1-12/1/25	56.97
	Illinois Arborist Association	IAA Conference Registration F/G Employees 11/17-11/19/25	1,945.00
	Illinois City Management	Job Ad Posting For Administrative Coordinator	50.00
	Illinois Department of Revenue	IL State Withholding 11.20.25	55,217.27
		State of Illinois Levy 11.20.25	561.71
		IL State Withholding 11.28.25	34.02
	Illinois Landscape Contractors Assoc.	2026 Landscape IL Membership Dues Renewal	500.00
	Illinois Municipal League	2026 IML Organization Membership and Publications	3,550.00
	Illinois State Police	Candidate Background Check - Oct 2025	54.00
	Internal Revenue Service	Federal Tax Liability 11.20.25	244,224.78
		Federal Tax Liability 11.28.25	318.72
	International Union of Operating Engineers	IUOE PW Dues 11.20.25	1,995.65
	J.G. Uniforms, Inc.	11/06/25 Uniform supplies	131.25
	J.J. Keller & Associates, Inc.	CDL training 8/27/25	25.00
	Langton Snow Solutions Inc	Stump removal throughout the Village 11/12/25	10,063.23
		Landscape Maintenance throughout the Village 11/15/25	12,030.71
	Language Line Services, Inc.	Over the phone interpretation October 2025	69.89
	Lawrie, Matt	Reimburse PE License Renewal Nov 2025-Oct 2027	127.81
	LexisNexis Risk Data Management Inc.	September 2025 Background checks	200.00
		October 2025 Background checks	200.00
	Lps Pavement Co.	Brick Maintenance at various locations 11/5/25	15,521.52
	Magnum Electronics Inc	Vehicle antennas - replace due to damage	560.40
	Mammoser, Mark	Paramedic license renewal	40.00
	Maxx Contractors Corp	Debris Hauling and Aggregate Material Delivery 11/14/25	245.24
		Debris Hauling and Aggregate Material Delivery 11/17/25	87.22
	Menards Inc	St 12 kitchen sink repairs	36.29
		St #13 drinking fountain parts	115.16
		VH Sign parts	14.97
		PD Zamboni parts	148.54
		St 12 parts	56.02
		VH bolts	116.10
		11/07/25 Equipment maintenance supplies	31.38
		St #13 0911 phone station tool	24.44
		Office supplies 11/10/25	89.98
		VH heater	90.98
	Metro Federal Credit Union	MP Fire Local 4119 Dues 11.20.25	3,029.10
	Metropolitan Alliance - Police	MAP Dues 11.20.25	1,809.50
	Michael Wagner & Sons, Inc.	St #14 plumbing parts	267.29
		St #14 vent pipe	17.87
	Midwest Leadership Institute	Seminar Event Registration - Fall 2026	3,400.00
		Seminar Event Registration - Spring 2027	3,400.00
		Seminar Event Registration - Fall 2026	3,400.00
	MIK Solutions Inc	Refund Permit Fee #RB25-001816 (1015 Moki)	100.00
	Morton Suggestion Co.	11/12/25 Supplies for Citizens Police Academy	149.01

VILLAGE OF MOUNT PROSPECT
List of Bills
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Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Mount Prospect Paint, Inc.	St #12 touch up paint	32.99
		Main garage wall touch up paint	65.98
	Murphy, Daniel	CDL reimbursement	30.00
	National Hose Testing Specialties, Inc.	Annual Ground Ladder Testing 2025	1,429.25
	Nationwide Mutual Insurance Company	Nationwide 11.20.25	25,569.21
	NICOR	Natural Gas 1709 Algonquin 10/21/25-11/19/25	106.27
		Natural Gas 1711 Algonquin 10/21/25-11/19/25	95.08
		Natural Gas 1713 Algonquin 10/21/25-11/19/25	104.87
	Northwest Central 9-1-1 System	WAVE Devices for 3 additional users - July - September 2025	144.00
		Radio maintenance July August September 2025	192.00
	Northwest Community Hospital	New Candidate Physical 10/27/25-10/29/25	1,992.00
	Northwest Police Academy	11/13/25 Seminar registration	50.00
	Novak & Parker Inc.	Repair to dishwasher - St 12	392.95
	Paddock Publications, Inc.	Northwest Suburban Resident's Guide Advertising 2025	1,035.00
		3 PZ Notices 09/29-10/03/2025 PZ21-25 PZ18-25 PZ03-25	405.00
		2 PZ Notices 10/27/25 PZ25-25 PZ23-25	207.90
	Patrick Engineering Inc.	Rand-83-Kensington Phase II Eng Services 8/23-10/24/25	68,710.08
	Patriot Acres LLC	Log debris disposal 10/2-10/29/25	315.00
		Log disposal fees 10/31/25	315.00
	Paylocity Corporation	Recruiting Subscription - November 2025	565.65
	Peerless Network Inc	Phone Service 11/15/25 - 12/14/25	1,893.62
	Police Pension Fund	Police Pension 11.20.25	39,835.87
	Promos 911, Inc.	250 Keychains for General Public Education Giveaway	371.26
	Rasmussen, Andrew	IEHA Conference travel expenses Rasmussen 11/4/25-11/6/25	415.40
	Raus, Frank	Reimburse training expenses 11/03-07/25	60.00
	Ray O'Herron Co Inc	11/11/25 Body armor and carrier	1,170.13
		11/11/25 Body armor and carrier	1,170.13
		11/11/25 Body armor and carrier	1,170.13
		11/12/25 Uniform supplies	145.56
		11/13/25 Body armor and carrier	1,170.13
		11/19/25 CSO uniform supplies	968.34
	Registration Fee Trust	Wisconsin DOT Driver Abstract Fee	7.00
	Secretary of State	Title and Registration #4548	173.00
		Title and Registration #2738	173.00
	Shaffer, Wylie	Reimburse training expenses 11/12/25	457.73
	Sigtronics Corporation	New headsets for new tower	2,011.82
	Skorob, Natalia	Senior Services - Zumba 11/7/25	60.00
	St Mark Lutheran Church	Lease 40 parking spaces 205 S Wille November 2025	2,000.00
	Stephen A Laser Associates PC	7 Candidate Assessments	4,200.00
	The Stevens Group LLC	Business cards and note pads	280.00
		Business cards	50.00
	Thomas H Hooper Chapter 13 Trustee	Bankruptcy 11.20.25	354.00
	Thompson Elevator Inspections Service Inc	Elevator permit inspection 1660 Feehanville 10/29/25	75.00
		Elevator permit inspection 500 Huntington 10/29/25	75.00
		75 Elevator code inspections 10/1/25-10/28/25	2,775.00
	T-Mobile USA Inc	Tower search for case 25-015063 11/08/25	350.00
	Todays Uniforms Inc	Promotion Initial Issue	254.75
		Hats Promotion Initial Issue	71.90
		Initial Issue	79.95
		Promotion Initial Issue	(105.90)
		Hat Promotion Initial Issue	219.90
		Promotion Initial Issue	105.90
		Embroidery of department coats	75.00
	Traffic Control & Protection Inc	Reflective cone TC36RC #10 Wrap	2,264.08
	Trugreen Limited Partnership	Weed control/Fertilizer for mowing sites 10/6-10/21/25	5,356.50
	TSI Incorporated	Mask Fit Tester Calibration and repair	1,555.25
	Tyco Fire & Security US Management Inc	Fire Alarm Monitoring 1415 Algonquin 12/1/25-11/30/26	312.00
	UMB Card Services	Credit Card 10/1/25 - 10/31/25 (EFT 11/25/25)	30,272.24
	UniFirst Corporation	Uniform Rental Services 11/5/25	282.87
		Uniform Rental Services 11/12/25	285.71
		Uniform Rental Services 11/19/25	285.71

VILLAGE OF MOUNT PROSPECT
List of Bills
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Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Village of Mount Prospect	Flex Section 125 Contributions 11.20.25	12,196.17
		Fringe Benefit Auto 11.20.25	410.45
		Water service 10/1-10/28/25 11 E NWH meter 40215	52.85
		Water service 10/8-11/7/25 101 S Maple Meter 40928	15.11
		Water service 10/7-11/7/25 101 S Maple Meter 21758	33.98
	Warehouse Direct	Calendar refills	222.74
		Wall calendar	10.40
		Mouse/mouse pad/markers and easel pads	175.96
	Wolf, Lisa	On camera for MP Update 11/21/25	200.00
	Zelek, Katelyn	AACE seminar travel reimbursement 10/27/25-10/30/25	1,217.12
001 General Fund Total			\$ 953,303.38
002 Debt Service Fund			
	PNC Bank NA	2022B GO Bond Principal and Interest #611005147	\$ 781,740.00
	ZB, National Association	2016A GO Bond Principal and Interest #5650	1,849,275.00
		2018B GO Bond Principal and Interest #6999	920,125.00
002 Debt Service Fund Total			\$ 3,551,140.00
020 Capital Improvement Fund			
	BOS of Illinois Inc	Office furniture community development	\$ 5,412.93
	Chastain & Associates	Central Road /Weller Lane Crosswalk Construction 9/28-10/25/25	13,809.25
	Defranco Plumbing	St 14 HW Tank Conversion 10/30/25	15,500.00
	Filotto Roofing Inc	Roof replacement Well 8/9 storage buildings 11/17/25	19,500.00
	Mount Prospect Paint, Inc.	C/D remodel paint	802.39
	National Decorating Service Inc	Mud/tape sheets of drywall for new office Community Dev 11/6/25	2,150.00
		St 14 Paint front line folding exterior and ped doors 12/7/25	12,750.00
	Pete the Painter, Inc.	CD remodel painting 10/28/25	3,850.00
	W. W. Grainger, Inc.	C/D diffuser	73.50
020 Capital Improvement Fund Total			\$ 73,848.07
023 Street Improvement Construction Fund			
	Chastain & Associates	Construction Inspection Services 8/31-11/8/25	\$ 924.75
	Preform Traffic Control Systems, LTD.	IDOT intersections stop bars & crosswalks	4,273.65
	Rubino Engineering Inc	Material Testing Services 10/3-10/20/25	2,667.00
023 Street Improvement Construction Fund Total			\$ 7,865.40
024 Flood Control Construction Fund			
	Christopher B. Burke Engineering Ltd	Stormwater Management Master Plan 9/28-10/25/25	\$ 2,040.00
	DeVinci Construction Inc	Catch basin/inlet repairs/storm pipe repairs 4/24-11/11/25	357.33
024 Flood Control Construction Fund Total			\$ 2,397.33
037 SMP TIF Fund			
	DiMeo Bros Inc	Oakton Street water main extension project10/31/25	\$ 697,842.97
037 SMP TIF Fund Total			\$ 697,842.97
040 Refuse Disposal Fund			
	ICMA Retirement Trust - 457	MissionSquare 11.20.25	\$ 128.40
	Illinois Department of Revenue	IL State Withholding 11.20.25	624.16
	Internal Revenue Service	Federal Tax Liability 11.20.25	3,773.08
	International Union of Operating Engineers	IUOE PW Dues 11.20.25	156.92
	Nationwide Mutual Insurance Company	Nationwide 11.20.25	555.70
	Solid Waste Agency of Northern Cook County	SWANCC - December 2025	97,531.00
	Third Millennium Associates Inc	E-Bill Server & Transaction Fees October 2025	71.82
		Utility Billing 11/15/25	48.24
	Village of Mount Prospect	Flex Section 125 Contributions 11.20.25	199.09
040 Refuse Disposal Fund Total			\$ 103,088.41

VILLAGE OF MOUNT PROSPECT
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Fund	Vendor Name	Invoice Description	Amount
042 CDBG			
	Connections to Care	CDBG PY24 Q4 Connections to Care 07/01/25-09/30/25	\$ 258.37
	North Suburban Legal Aid Clinic	CDBG PY24 Q4 Direct Legal Services 07/01/25-09/30/25	179.08
	Northwest Compass, Inc.	CDBG PY24 Q4 Housing Counseling 07/01/25-09/14/25	2,976.89
042 CDBG Total			\$ 3,414.34
046 Foreign Fire Tax Board Fund			
	Comcast	11/11/25 - 12/10/25 Cable 1601 Golf Rd	\$ 224.42
		11/16/25 - 12/15/25 Cable 111 E Rand Rd	438.11
	UMB Card Services	Credit Card 10/1/25 - 10/31/25 (EFT 11/25/25)	524.00
046 Foreign Fire Tax Board Fund Total			\$ 1,186.53
048 Business District Fund			
	RREF III - P Randhurst Village LLC	2025 Tax Remittance on Randhurst Agreement	\$ 753,494.57
048 Business District Fund Total			\$ 753,494.57
049 Prospect and Main TIF District			
	BrightView Landscape Services	Gateway Plaza Landscape Installation 10/30/25	\$ 94,529.85
	HQ Residences LLC	Developer Incentive per RDA - HQ Residences	125,000.00
	Lps Pavement Co.	Brick Maintenance at various locations 11/5/25	49,667.58
	Salerno's Mount Prospect Inc	Developer incentive per RDA - Salerno's/Whiskey Hill	100,000.00
	UMB Card Services	Credit Card 10/1/25 - 10/31/25 (EFT 11/25/25)	232.44
	ZB, National Association	2017 GO Bond Principal and Interest #6405	266,684.51
		2018A GO Bond Principal and Interest #6659	395,184.38
		2019B GO Bond Principal and Interest #7861	381,550.00
049 Prospect and Main TIF District Total			\$ 1,412,848.76
050 Water and Sewer Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit 11.20.25	\$ 11.56
	American Water Works Assoc.	AWWA Membership 1/1/26-12/31/26	4,863.00
	Associated Technical Services	Replacement Utility Locator RD8200 Unit	9,130.00
	Badger Meter Inc	Twist connects	474.42
	Baxter & Woodman, Inc.	SCADA Services agreement 11/14/25	5,974.17
		Inspection of Deep Well 16 rehab project 11/3/25	660.00
		Combined Sanitary Rehab Inspection Services 10/27-10/30/25	719.20
		Sanitary Rehab Storm sewer lining service 10/17-10/27/25	1,020.00
		Safety Shoe Reimbursement 11/14/25	76.50
	Brolin, Blaine	Portable pump	892.00
	Core & Main LP	Gateway removal from elevated tank and tank 5 10/1/25	3,749.99
	Critical Technology Solutions, Inc.	Catch basin/inlet repairs/storm pipe repairs 4/24-11/11/25	459.42
	DeVinci Construction Inc	SeCorrPhon AC200 Leak Noise Correlator	25,084.97
	Edenbros LLC	ESRI Subscription Renewal 10/30/25-10/29/26	8,005.93
	ESRI Inc.	Household batteries	340.56
	FACIL Investments	MissionSquare 11.20.25	2,143.95
	ICMA Retirement Trust - 457	IL State Withholding 11.20.25	4,691.97
	Illinois Department of Revenue	Federal Tax Liability 11.20.25	28,200.51
	Internal Revenue Service	IUOE PW Dues 11.20.25	1,659.92
	International Union of Operating Engineers	Lead replacement rebate 312 Wa Pella 11/7/25	10,000.00
	Kelly, Carol	Landscape Maintenance throughout the Village 11/15/25	5,925.57
	Langton Snow Solutions Inc	Garnishment II 11.20.25	1,314.57
	Mandarich Law Group LLP	Debris Hauling and Aggregate Material Delivery 11/14/25	1,256.52
	Maxx Contractors Corp	Debris Hauling and Aggregate Material Delivery 11/17/25	446.85
		Lead service line replacement 909 I Oka 11/10/25	9,369.02
	McCluskey, Gerald	Material for booster pump st repair	45.88
	Menards Inc	Well 16 rehabilitation project 10/29/25	110,863.80
	Midwest Well Service, Inc.	Nationwide 11.20.25	1,476.07
	Nationwide Mutual Insurance Company	JAWA - October 2025	722,799.00
	NW Suburban Municipal Joint Action Water Agency	Safety Shoe reimbursement 11/17/25	193.71
	Petro, Douglas		

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Fund	Vendor Name	Invoice Description	Amount
050 Water and Sewer Fund (continued)			
	RST Inc.	Safety Shoe Purchase 11/12/25	216.74
	Tank Industry Consultants, Inc.	Booster Pump St 4 Rehab design/constr/eng 10/19-11/1/25	265.13
	Third Millennium Associates Inc	E-Bill Server & Transaction Fees October 2025	586.53
		Utility Billing 11/15/25	2,460.43
	Traffic Control & Protection Inc	Reflective cone TC36RC #10 Wrap	1,778.92
	UMB Card Services	Credit Card 10/1/25 - 10/31/25 (EFT 11/25/25)	989.95
	UniFirst Corporation	Uniform Rental Services 11/5/25	99.03
		Uniform Rental Services 11/12/25	100.02
		Uniform Rental Services 11/19/25	100.02
	Village of Mount Prospect	Flex Section 125 Contributions 11.20.25	573.43
	Weepuline LLC	Giveaway hard hat Weepul	595.00
	ZB, National Association	2017 GO Bond Principal and Interest #6405	266,765.50
		2018A GO Bond Principal and Interest #6659	261,875.00
		2019A GO Bond Principal and Interest #7408	486,150.00
		2022 GO Bond Principal and Interest #9720	402,025.00
	Ziebell Water Service Products	Manhole adjusting rings	887.00
		Brass fittings for irrigation piping on Prospect and Albert	566.90
050 Water and Sewer Fund Total			\$ 2,387,883.66
052 Parking System Revenue Fund			
	Flowbird America Inc	Pay machine maintenance 9/1-9/30/25	\$ 605.00
052 Parking System Revenue Fund Total			\$ 605.00
060 Vehicle Maintenance Fund			
	Al Warren Oil Co Inc	Diesel fuel November 2025	\$ 25,290.42
	Amazon Capital Services	Storage box	24.96
	Bristol Hose & Fitting Inc	Airline fittings for stock	78.14
	Chaudhary, Ashar	Tool allowance 2025	1,140.00
	Chicago Parts & Sound LLC	Wipers/batteries for stock	184.90
		609 Window Switch	49.28
		639 Rear shocks	96.32
		624 and stock filters	81.84
		Batteries for stock	840.72
	Dave & Jim's Auto Body Inc	Front end alignment 11/11/25	114.00
	Federal Signal Corporation	2725 Hydro Excavator handgun	105.70
	Flores Rivera, Alberto	Tool Reimbursement 2025	1,140.00
	Genuine Parts Company Inc	2758 Rear brakes	143.57
		2758 Rad hoses	57.28
		2758 Radiator hoses	15.17
		2758 Upper rad hose	14.83
		2758 Belt Tensioner pulley	18.84
		Credit return	(38.51)
		4539 Lower ball joints	256.60
		4539 Upper ball joints	82.58
		Bulbs for stock	18.38
		601 Ignition coil	67.43
		Credit return 4539 wrong part	(166.50)
	Hydrotex	Grease for stock	2,718.02
	ICMA Retirement Trust - 457	MissionSquare 11.20.25	1,720.80
	Illinois Department of Revenue	IL State Withholding 11.20.25	1,958.86
	Internal Revenue Service	Federal Tax Liability 11.20.25	11,970.01
	International Union of Operating Engineers	IUOE PW Dues 11.20.25	652.59
	Interstate Power Systems, Inc.	525 PTO Gaskets and 530 Trans seal	103.06
	James Drive Safety Lane LLC	Safety lane inspections Nov 2025	369.00
	Liebovich Bros, Inc.	Steel for new truck fabrication front plow lift frames	858.83
		Steel/Aluminum/Stainless Steel for Fabrication stock	1,590.35
	MacQueen Equipment LLC	Cooling Module Radiator & Charge Air Cooler	5,590.77
		530 Radiator	5,560.77
		516 seat belt	354.46

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

Fund	Vendor Name	Invoice Description	Amount
060 Vehicle Maintenance Fund (continued)			
	MacQueen Equipment LLC (continued)	530 Ball joints/tie rods/seat cover	3,817.26
		530 Ball joint plugs	21.30
		530 Gearbox seal kit	420.42
		Radiator for 530 damaged returned for credit	(5,560.77)
	McMaster-Carr Supply Co	Bolts for bucket blade 4516	164.24
	Midwest Lube Inc	Auto lube cover for 4502	86.30
	Nationwide Mutual Insurance Company	Nationwide 11.20.25	22.50
	Nichols, Keith	Tool Reimbursement 2025	1,140.00
	Rush Truck Centers of Illinois, Inc.	524 Valve cover bolts	170.88
		Stock oil filters	626.88
		Pressure transducer for gauge	185.99
		524 Valve cover parts and EGR valve	998.57
		524 Engine harness	847.44
		525 Radiator	644.76
		Credit return	(62.22)
		524 Valve cover wiring harness	172.65
		Stock thermostat and battery nuts	157.75
		Air brake fittings returned for credit	(34.58)
	Staples Contract & Commercial, Inc.	Office supplies	282.44
	Stenstrom Petroleum Services Group	Fuel island inspection 10/31/25	1,175.00
	Terrace Supply Company	Oxygen torch tanks 11/10/25	133.82
	Valvoline Inc	15W40 bulk oil for stock	2,315.72
	Village of Mount Prospect	Flex Section 125 Contributions 11.20.25	208.13
	W. W. Grainger, Inc.	Paper supplies for welding helmets	577.45
	West Side Tractor Sales	Window latch for 4564 Mini Loader	132.61
060 Vehicle Maintenance Fund Total			\$ 71,708.01
061 Vehicle Replacement Fund			
	BEC Enterprises LLC	Nozzles for new Jetter truck 2738	\$ 13,441.45
	Bonnell Industries Inc.	Plow Light brackets for new trucks 4528,4527,2740	284.23
		Snow plow hitches snow plow trucks 4527 4528 2740	4,652.46
	Lund Industries, Inc.	11/18/25 Squad conversion for P-18	800.00
	Midwest 911 Inc	11/19/25 Squad conversion for P-2	449.51
	Suburban Accents Inc	11/07/25 Squad conversion P-39	995.00
061 Vehicle Replacement Fund Total			\$ 20,622.65
062 Computer Replacement Fund			
	CDS Office Systems, Inc.	5 Laptops for Public Safety Vehicles	\$ 19,755.00
062 Computer Replacement Fund Total			\$ 19,755.00
063 Risk Management Fund			
	Favia, Joseph	PSEBA Reimbursement - November 2025	\$ 630.93
	Intergovernmental Risk Management Agency	Deductible - November 2025	8,568.22
		Deductible - November 2025	(150.00)
	Panagopoulos, Louie	Reimbursement for repairs to damaged vehicle 9/2/25	991.50
063 Risk Management Fund Total			\$ 10,040.65
073 Escrow Deposit Fund			
	41 North Contractors	Refund Water Meter Deposit #23PW15	\$ 200.00
	A&N Outdoor Services LLC	Refund Escrow Permit #RB251420 (707 Lams Ct)	100.00
	ABC Plumbing Heating Cooling Electric	Refund Escrow Permit #RB251317 (1007 Beechwood Dr)	100.00
	ARS of Illinois	Refund Escrow Permit #RB251935 (718 Noah Ter)	100.00
	Bald Eagle Construction	Refund Escrow Permit #RB251406 (714 W Busse Ave)	100.00
	BJ Underground	Refund Water Meter Deposit #23PW14	200.00
	Bowman, Matthew	Refund Escrow Permit #RB250785 (500 George St)	100.00
	Cervenka, Alan	Refund Escrow Permit #RB251612 (11 S Wille St 407)	100.00
	Construction Management Corporation of America	Refund Escrow Permit #CB250155 (1960 Carboy Rd)	1,000.00

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

Fund	Vendor Name	Invoice Description	Amount
073	Escrow Deposit Fund (continued)		
	CRC Chicago Portfolio Coinvest LLC	Refund Paving Improvements 1080-2002 Elmhurst Golf Plaza	272,344.81
	Davies Home Services	Refund Escrow Permit #RB250741 (801 W Isabella St)	100.00
	Demo4Reno, Inc	Refund Escrow Permit #RB251633 (1777 Crystal Ln 205)	250.00
	Envy Home Services	Refund Escrow Permit #RB251136 (308 S Main St)	100.00
	Flush Sewer & Drainage	Refund Escrow Permit #RB251937 (1819 Apache Ln)	100.00
	GB Sprinkler Systems, Inc	Refund Escrow Permit #RB251180 (218 N Owen St)	100.00
	Kaplan Paving	Refund Escrow Permit #RB240605 (705 Dogwood Ln)	100.00
		Refund Escrow Permit #RB241205 (204 N Maple St)	500.00
		Refund Escrow Permit #RB251376 (1102 Wedgewood Ln)	100.00
	Kinzie Builders	Refund Water Meter Deposit #22PW12	200.00
	Koscinus, Stanley	Refund Escrow Permit #RB250403 (317 S Emerson St)	100.00
	McCollum, Chris	Refund Escrow Permit #RB251696 (931 Quince Ct)	100.00
	MIK Solutions Inc	Refund Escrow Permit #RB251816 (1015 Moki)	100.00
	Naperville Roofing and Construction	Refund Escrow Permit #RB251206 (221 N Maple St)	100.00
	New Path Construction and Consulting	Refund Escrow Permit #CB250083 (1400 Business Center Dr)	500.00
		Refund Escrow Permit #CB250159 (1200 Business Center Dr)	200.00
	Nicholas & Associates	Refund Water Meter Deposit #24PW08	200.00
	O'Brien, Salas	Refund Escrow Permit #CB240265 (699 Wheeling) reissue 859893	200.00
	One Hour Heating & AC	Refund Escrow Permit #RB251896 (1800 Pheasant Trl)	100.00
	Phoenix Exteriors	Refund Escrow Permit #RB251503 (1421 Indigo Dr)	100.00
	Pitariu, Daniel	Refund Escrow Permit #RB240403 (505 W Lonnquist Blvd)	100.00
	Principle Construction Corp	Refund Water Meter Deposit #23PW10	200.00
	Procat Construction and Remodeling Company	Refund Escrow Permit #RB251308 (707 W Cathy Ln)	150.00
	Ravinia Plumbing, Sewer, Heating & Electric	Refund Escrow Permit #RB250935 (1901 Seneca Ln)	100.00
	Rejdak, Mateusz	Refund Escrow Permit #RB251737 (703 Man A Wa Trl)	100.00
	RG Contracting Group	Refund Escrow Permit #CB250220 (1016 E Northwest Hwy)	1,000.00
	Rick's Sewer & Drainage	Refund Escrow Permit #RB251722 (312 Wa Pella Ave)	600.00
	RJ Electric Service Co	Refund Escrow Permit #RB251422 (1028 Arbor Ct)	100.00
	RMJ Construction	Refund Water Meter Deposit #24PW09	200.00
	Rohowsky, Yaropolk	Refund Escrow Permit #RB251710 (402 S Main St)	100.00
	Russo's Pool Installation & Service Inc	Refund Escrow Permit #RB250641 (6 Orchard Pl)	100.00
	Schroeder Asphalt	Refund Water Meter Deposit #24PW05	200.00
	Scottish Plumber	Refund Escrow Permit #RB251641 (509 S Pine St)	100.00
	Silchuck, Christopher	Refund Escrow Permit #RB251472 (202 N Elmhurst Ave)	100.00
	T & M Plumbing Inc	Refund Escrow Permit #RB251922 (203 Moehling Dr)	100.00
	Taylor Plumbing	Refund Escrow Permit #RB251759 (902 Willow Ln)	100.00
	ThirdCoast	Refund Escrow Permit #RB251875 (214 Prospect Manor Ave)	500.00
	Tomky, Brad	Refund Escrow Permit #RB251192 (15 N Pine St)	100.00
	Top Grade Electric Co	Refund Escrow Permit #RB251837 (1810 Boulder Dr)	100.00
	Tytko, Bronislaw	Refund Escrow Permit #RB251120 (1304 Greenwood Dr)	600.00
	US Waterproofing Inc	Refund Escrow Permit #RB251135 (1125 Juniper Ln)	100.00
		Refund Escrow Permit #RB251570 (1326 Mallard Ln)	100.00
	USB-Dry Waterproofing, Inc	Refund Escrow Permit #RB251549 (2121 Haven St)	100.00
	VKR Enterprises DBA Mr Rooter	Refund Escrow Permit #RB251921 (504 Crestwood Ln)	100.00
	Wally Blanton Plumbing and Sewer	Refund Escrow Permit #RB251878 (16 S Busse Rd)	100.00
	Winkler, Gabriella	Refund Escrow Permit #RB250692 (300 S Emerson St)	100.00
	Xclusive Concrete & Brick Paving	Refund Escrow Permit #RB250800 (218 Prospect Manor Ave)	100.00
073	Escrow Deposit Fund Total		\$ 282,944.81
Grand Total			\$ 10,353,989.54



Item Cover Page

Subject	Waive the rules requiring two readings of an ordinance and adopt AN ORDINANCE TO AMEND WATER AND SEWER RATES SET FORTH IN APPENDIX A, DIVISION II, VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	
Dollar Amount	
Budget Source	
Category	CONSENT AGENDA
Type	Ordinance

Information

The Village conducted an initial water rate study in 2017. The approved study concluded that the Village's Capital Improvement Plan was insufficient and would result in an overall replacement of the system over 600 years, while the actual lifespan of water/sewer infrastructure is 75 to 100 years. The Village adopted the new rate study and executed bond issuances in 2018, 2019, and 2022. The study recommended an 8% increase in overall water and sewer rates to support the infrastructure improvement plan and pay for the added debt service payment. The project life cycle and cash needs were evaluated when the study revised in 2023. The Village executed planned increases of 8% in the water/sewer rates from 2018 to 2023, a 5.95% increase in 2024, and a 6.75% increase in 2025.

Discussion

The study calls for a 6.75% increase in 2026 and 2027. The Village normally adopts an ordinance fixing water/sewer rates for the coming two years, and the same has been proposed.

The approved budget for 2026 includes increased water and sewer rates. The attached ordinance formally adopts the rates proposed in the 2026 budget. The table below summarizes the rate changes from the current year. An average household using 5,000 gallons will see an increase of \$88.94 annually and pay an annual fee of \$1,402.46 in water and sewer charges. 2027 will see an increase of \$94.42, resulting in annual charges of \$1,496.88. (The data in the below table involves rounding).

	2025	2026	Increase from 2025	% Increase from 2025 Rates	2027	Increase from 2026	% Increase from 2026 Rates
Water							
Base Fee - Fixed (Monthly)	\$ 9.07	\$ 9.71	\$ 0.64	7.06%	\$ 10.39	\$ 0.68	7.00%
Volumetric Fee (per 1,000 gallons)	\$ 15.49	\$ 16.58	\$ 1.09	7.04%	\$ 17.74	\$ 1.16	7.00%
Sewer							
Base Fee - Fixed (Monthly)	\$ 6.04	\$ 6.39	\$ 0.35	5.79%	\$ 6.75	\$ 0.36	5.63%
Volumetric Fee (per 1,000 gallons)	\$ 3.38	\$ 3.57	\$ 0.19	5.75%	\$ 3.78	\$ 0.21	5.75%
Combined							
Base Fee - Fixed	\$ 15.11	\$ 16.10	\$ 0.92	6.09%	\$ 17.14	\$ 1.04	6.46%
Volumetric Fee (per 1,000 gallons)	\$ 18.87	\$ 20.15	\$ 1.20	6.36%	\$ 21.52	\$ 1.37	6.78%
Monthly Bill - 5,000 gallons	\$ 109.46	\$ 116.87	\$ 7.41	6.75%	\$ 124.74	\$ 7.87	6.75%
Total Annual Bill	\$ 1,313.52	\$ 1,402.46	\$ 88.94	6.75%	\$ 1,496.88	\$ 94.42	6.75%

These rate increases are necessary for the smooth operation of the water and sewer utilities, debt service payments, as well as for needed infrastructure improvements and planned capital projects. Staff recommends approval of the attached ordinance. A copy of the ordinance and water rate study from 2023 is attached.

Alternatives

1. Waive the rules requiring two readings of an ordinance and adopt the attached water/sewer rate ordinance for 2026 and 2027.
2. Action at the discretion of the Village Board.

Staff Recommendation

Waive the rules requiring two readings of an ordinance and adopt the attached water/sewer rate ordinance for 2026 and 2027.

Attachments

1. Water and Sewer Rate Ordinance - 2026-2027
2. Mt Prospect Rate Study - Final Report

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND WATER AND SEWER RATES SET FORTH IN
APPENDIX A, DIVISION II, VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS**

WHEREAS, the Village of Mount Prospect is a home rule municipality as defined by Article VII, § 6 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village of Mount Prospect desire to make certain amendments to the Village Code of Mount Prospect as set forth below; and

WHEREAS, pursuant to the authority granted under the Illinois Municipal Code and in accordance with home rule authority granted to home rule municipalities, the President and Board of Trustees of the Village of Mount Prospect approve the amendments set forth below.

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

SECTION ONE: Appendix A, Section 9.410, "Water Rates," to Division II, "Fees, Rates and Taxes," to Chapter 9, "Public Utilities, Pavement and Tree Regulations," to the Mount Prospect Village Code shall be amended to read in its entirety as follows:

Sec. 9.410 WATER RATES:

The following rates are effective for water bills rendered on or after January 1, 2026:

- A. All village water users within the village, having a direct or indirect connection with village water mains or pipes: \$16.58 per 1,000 gallons of water consumed or portion thereof.

All village water users within the village shall have the following monthly Base Fees per account:

5/8 inch meter	\$9.71
¾ inch meter	\$9.71
1 inch meter	\$9.71
1 ½ inch meter	\$14.56
2 inch meter	\$21.84
3 inch meter	\$71.60
4 inch meter	\$89.81
6 inch meter	\$132.28
8 inch meter	\$182.04

All village water users outside the corporate limits of the village having a direct or indirect connection with village water mains or pipes: \$33.16 per 1,000 gallons of water consumed or portion thereof.

All village water users outside the village shall have the following monthly Base Fees per account:

5/8 inch meter	\$19.42
¾ inch meter	\$19.42
1 inch meter	\$19.42
1 ½ inch meter	\$29.13
2 inch meter	\$43.69
3 inch meter	\$143.20
4 inch meter	\$179.61
6 inch meter	\$264.56
8 inch meter	\$364.08

B. Hookup charge for water furnished by truckload: \$16.58

The following rates are effective for water bills rendered on or after January 1, 2027:

A. All village water users within the village, having a direct or indirect connection with village water mains or pipes: \$17.74 per 1,000 gallons of water consumed or portion thereof.

All village water users within the village shall have the following monthly Base Fees per account:

5/8 inch meter	\$10.39
¾ inch meter	\$10.39
1 inch meter	\$10.39
1 ½ inch meter	\$15.58
2 inch meter	\$23.37
3 inch meter	\$76.61
4 inch meter	\$96.09
6 inch meter	\$141.54
8 inch meter	\$194.78

All village water users outside the corporate limits of the village having a direct or indirect connection with village water mains or pipes: \$35.48 per 1,000 gallons of water consumed or portion thereof.

All village water users outside the village shall have the following monthly Base Fees per account:

5/8 inch meter	\$20.78
¾ inch meter	\$20.78
1 inch meter	\$20.78
1 ½ inch meter	\$31.17
2 inch meter	\$46.75
3 inch meter	\$153.23
4 inch meter	\$192.18
6 inch meter	\$283.08
8 inch meter	\$389.56

- B. Hookup charge for water furnished by truckload: \$17.74

SECTION TWO: Appendix A, Section 9.507, "Sewer Rates," to Division II, "Fees, Rates and Taxes," to Chapter 9, "Public Utilities, Pavement and Tree Regulations," to the Mount Prospect Village Code shall be amended to read in its entirety as follows:

Sec. 9.507 SEWER RATES:

The following rates are effective for sewer bills rendered on or after January 1, 2026:

- C. All village sewer users within the corporate limits of the village having a direct or indirect connection with the village sewer and water mains or pipes: \$3.57 per 1,000 gallons of water consumed or portion thereof.

All village sewer users within the corporate limits of the village having a direct or indirect connection with the village's sewer mains or pipes but not with village water mains or pipes: \$8.82 utilization fee per month per account.

All village sewer users outside the corporate limits of the village having a direct or indirect connection with the village's water and sewer mains or pipes: \$7.14 per 1,000 gallons of water consumed or portion thereof.

All village sewer users outside the corporate limits of the village having a direct or indirect connection with the village's sewer mains or pipes, but not with village water mains or pipes: \$17.64 utilization fee per month per account.

The monthly Base Fee per account for sewer users within the village shall be \$6.39. The monthly Base Fee per account for sewer users outside the village shall be \$12.77.

The following rates are effective for sewer bills rendered on or after January 1, 2027:

- D. All village sewer users within the corporate limits of the village having a direct or indirect connection with the village sewer and water mains or pipes: \$3.78 per 1,000 gallons of water consumed or portion thereof.

All village sewer users within the corporate limits of the village having a direct or indirect connection with the village's sewer mains or pipes but not with village water mains or pipes: \$9.33 utilization fee per month per account.

All village sewer users outside the corporate limits of the village having a direct or indirect connection with the village's water and sewer mains or pipes: \$7.55 per 1,000 gallons of water consumed or portion thereof.

All village sewer users outside the corporate limits of the village having a direct or indirect connection with the village's sewer mains or pipes, but not with village water mains or pipes: \$18.66 utilization fee per month per account.

The monthly Base Fee per account for sewer users within the village shall be \$6.75. The monthly Base Fee per account for sewer users outside the village shall be \$13.51.

SECTION THREE: 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.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk

Water and Sewer Rate Study

Village of Mount Prospect, Illinois

Water and Sewer Rate Study
Project No. 158546



Final Report
9/11/2023

Water and Sewer Rate Study

prepared for

**Village of Mount Prospect, Illinois
Water and Sewer Rate Study
Mount Prospect, Illinois**

Project No. 158546

**Final Report
9/11/2023**

prepared by

Burns & McDonnell Engineering Company, Inc.

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LIST OF ABBREVIATIONS

<u>Abbreviation</u>	<u>Term/Phrase/Name</u>
AWWA	American Water Works Association
BLS	Bureau of Labor Statistics
CIP	Capital Improvement Program
CPI-U	Consumer Price Index for all Urban Consumers
DSC	Debt Service Coverage
FY	Fiscal Year
Kgal	Thousand Gallons of Water
MHI	Median Household Income
MWRDGC	Metropolitan Water Reclamation District of Greater Chicago
NACWA	National Association of Clean Water Agencies
O&M	Operation & Maintenance Expense
the Study	Water and Sewer Rate Study
the Village	Village of Mount Prospect, Illinois
WEF	Water Environment Federation

1.0 EXECUTIVE SUMMARY

1.1 Project Background

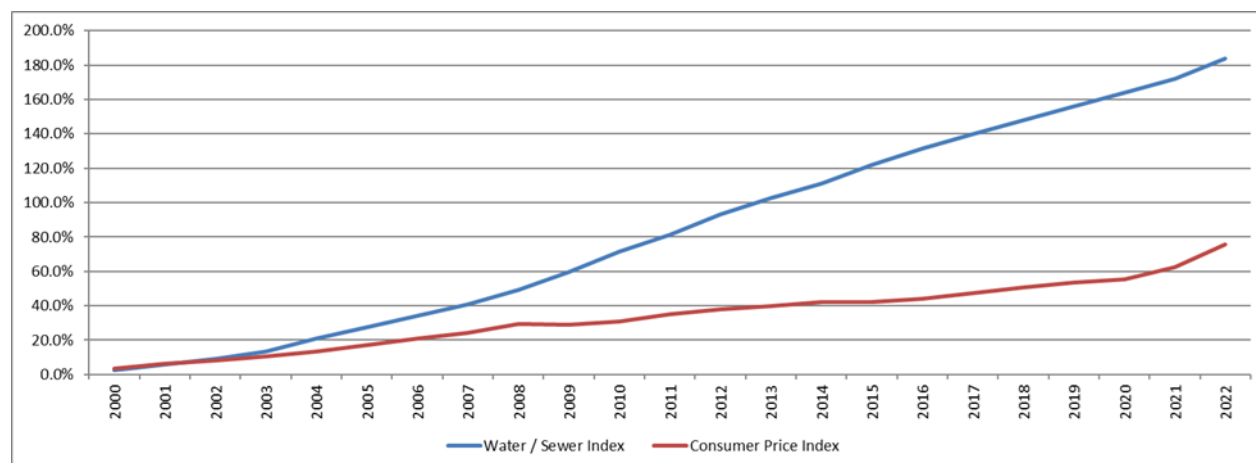
Burns & McDonnell was initially engaged by the Village of Mount Prospect (the Village) in 2016 to conduct a water and sewer rate study that (i) evaluated the financial planning implications of the recommended capital improvements, and (ii) proposed rates to recover costs for the water and sewer utilities. Since 2016 the Village has engaged Burns & McDonnell to periodically update the analysis to reflect current conditions. In 2023, the Village requested a water and sewer rate study update (the Study) be completed to reflect current conditions and provides a new 10-year forecast. This Report summarizes the results of this update.

1.2 Industry Trends in Water and Sewer Rates

Replacement of aging infrastructure is one of several dynamics impacting water and sewer utility rates. Other dynamics may include regulatory requirements, inflation on operating and capital costs, and a general trend in declining consumption most often associated with more efficient fixtures and appliances and greater awareness of water conservation.

Each utility is different, and the relative importance of these dynamics will vary by utility. However, there is no doubt that water and sewer rate increases have substantially outpaced general inflation in the United States. The United States Bureau of Labor Statistics (BLS) tracks many facets of inflation. The most commonly referenced measure is the Consumer Price Index for all Urban Consumers (CPI-U) which measures inflation at the consumer level. The BLS also tracks a combined inflation index for consumer water and sewer costs. Figure 1-1 compares changes in the consumer price index to changes in the water and sewer cost index.

Figure 1-1: Changes in General Inflation and Water and Sewer Rates



Since 2000, the annual water and sewer index has been increasing at nearly 5 percent per year, while CPI's annual rate of change is about 2.4 percent per year.

Other industry surveys reach similar conclusions regarding water and/or sewer rates. The National Association of Clean Water (NACWA) annually updates its *Cost of Clean Water Index*, which specifically surveys sewer utilities across the nation regarding the cost of residential sewer service. From 1985 through 2021, the annual increase according to this survey has been 4.8 percent per year. American Water Works Association (AWWA) also conducts a broad, biennial water and sewer rate survey with results indicating average annual rate increases of 5.7 percent per year for water and 5.8 percent per year for sewer from 1996 to 2018.

Every utility is unique, and the dynamics impacting rates can vary widely. However, funding renewal and replacement of underground infrastructure is a consistent and substantial influence on costs for most water and sewer utilities. The Village has placed an emphasis in recent years on increasing funding for renewal and replacement of water and sewer mains, which has been a primary driver of rate increases since 2017 and is likely to continue for the foreseeable future.

1.3 Financial Planning

Comprehensive financial planning conducted for the water and sewer utilities indicates that revenues under existing rates are not sufficient to meet the projected cash obligations of the utilities over the ten-year study period. The need for revenue adjustments is influenced by the following factors:

- Anticipated declines in customer usage, forecasted to be approximately 1 percent per year, offset slightly by growth in customers;
- Implementation of the proposed capital plans, including renewal and replacement programs for the aging water distribution system and the sewer collection system, and lead water line replacement;
- Inflationary impacts on operation and maintenance expenses and future capital improvements.

Several financial planning scenarios were evaluated to fund the operating and capital needs of the utilities. Financial planning assumptions are described in Section 2 of this report. Financial plans were evaluated based on the following guiding principles:

1. Minimize the need for sudden and substantial revenue adjustments.
2. Maintain projected annual operating reserves at a minimum of 90 days of O&M and projected annual capital reserves at a minimum of about \$1 million for each utility.

3. Reduce capital funding reliance on new debt issuance over time.
4. Funding the system renewal/replacement program targets.

Based on its ability to meet the guiding principles, the recommended financial plan detailed in this report proposes the following revenue increases to be effective January 1 of each year indicated. The combined increase represents the weighted increase based on the relative size of each utility.

Table 1-1: Proposed Water and Sewer System Revenue Increases

	Year	Water	Sewer	Combined
Proposed	2024	6.00%	5.75%	5.95%
Proposed	2025	7.00%	5.75%	6.75%
Proposed	2026	7.00%	5.75%	6.75%
Proposed	2027	7.00%	5.75%	6.76%
Proposed	2028	7.00%	5.75%	6.76%
Proposed	2029	7.00%	5.75%	6.76%
Proposed	2030	7.00%	5.75%	6.76%
Proposed	2031	7.00%	3.50%	6.34%
Proposed	2032	6.50%	3.50%	5.95%
Proposed	2033	6.50%	3.50%	5.96%

1.4 Proposed Rates

Proposed rates have been developed for 2024 through 2033. Existing and proposed water and sewer rates are shown in Table 1-2.

Table 1-2: Existing and Proposed Water and Sewer Rates

Line No.	Description	Existing	Proposed									
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
		Base Charge										
		\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill
Water - Inside Village												
1	5/8"	\$ 8.00	\$ 8.48	\$ 9.07	\$ 9.71	\$ 10.39	\$ 11.12	\$ 11.89	\$ 12.73	\$ 13.62	\$ 14.50	\$ 15.44
2	3/4"	\$ 8.00	\$ 8.48	\$ 9.07	\$ 9.71	\$ 10.39	\$ 11.12	\$ 11.89	\$ 12.73	\$ 13.62	\$ 14.50	\$ 15.44
3	1"	\$ 8.00	\$ 8.48	\$ 9.07	\$ 9.71	\$ 10.39	\$ 11.12	\$ 11.89	\$ 12.73	\$ 13.62	\$ 14.50	\$ 15.44
4	1.5"	\$ 12.00	\$ 12.72	\$ 13.61	\$ 14.56	\$ 15.58	\$ 16.67	\$ 17.84	\$ 19.09	\$ 20.43	\$ 21.75	\$ 23.17
5	2"	\$ 18.00	\$ 19.08	\$ 20.42	\$ 21.84	\$ 23.37	\$ 25.01	\$ 26.76	\$ 28.63	\$ 30.64	\$ 32.63	\$ 34.75
6	3"	\$ 59.00	\$ 62.54	\$ 66.92	\$ 71.60	\$ 76.61	\$ 81.98	\$ 87.72	\$ 93.86	\$ 100.43	\$ 106.95	\$ 113.91
7	4"	\$ 74.00	\$ 78.44	\$ 83.93	\$ 89.81	\$ 96.09	\$ 102.82	\$ 110.02	\$ 117.72	\$ 125.96	\$ 134.14	\$ 142.86
8	6"	\$ 109.00	\$ 115.54	\$ 123.63	\$ 132.28	\$ 141.54	\$ 151.45	\$ 162.05	\$ 173.39	\$ 185.53	\$ 197.59	\$ 210.44
9	8"	\$ 150.00	\$ 159.00	\$ 170.13	\$ 182.04	\$ 194.78	\$ 208.42	\$ 223.01	\$ 238.62	\$ 255.32	\$ 271.92	\$ 289.59
Water - Outside Village												
10	5/8"	\$ 16.00	\$ 16.96	\$ 18.15	\$ 19.42	\$ 20.78	\$ 22.23	\$ 23.79	\$ 25.45	\$ 27.23	\$ 29.00	\$ 30.89
11	3/4"	\$ 16.00	\$ 16.96	\$ 18.15	\$ 19.42	\$ 20.78	\$ 22.23	\$ 23.79	\$ 25.45	\$ 27.23	\$ 29.00	\$ 30.89
12	1"	\$ 16.00	\$ 16.96	\$ 18.15	\$ 19.42	\$ 20.78	\$ 22.23	\$ 23.79	\$ 25.45	\$ 27.23	\$ 29.00	\$ 30.89
13	1.5"	\$ 24.00	\$ 25.44	\$ 27.22	\$ 29.13	\$ 31.17	\$ 33.35	\$ 35.68	\$ 38.18	\$ 40.85	\$ 43.51	\$ 46.33
14	2"	\$ 36.00	\$ 38.16	\$ 40.83	\$ 43.69	\$ 46.75	\$ 50.02	\$ 53.52	\$ 57.27	\$ 61.28	\$ 65.26	\$ 69.50
15	3"	\$ 118.00	\$ 125.08	\$ 133.84	\$ 143.20	\$ 153.23	\$ 163.95	\$ 175.43	\$ 187.71	\$ 200.85	\$ 213.91	\$ 227.81
16	4"	\$ 148.00	\$ 156.88	\$ 167.86	\$ 179.61	\$ 192.18	\$ 205.64	\$ 220.03	\$ 235.43	\$ 251.91	\$ 268.29	\$ 285.73
17	6"	\$ 218.00	\$ 231.08	\$ 247.26	\$ 264.56	\$ 283.08	\$ 302.90	\$ 324.10	\$ 346.79	\$ 371.06	\$ 395.18	\$ 420.87
18	8"	\$ 300.00	\$ 318.00	\$ 340.26	\$ 364.08	\$ 389.56	\$ 416.83	\$ 446.01	\$ 477.23	\$ 510.64	\$ 543.83	\$ 579.18
Sewer - Inside Village												
19	5/8"	\$ 5.40	\$ 5.71	\$ 6.04	\$ 6.39	\$ 6.75	\$ 7.14	\$ 7.55	\$ 7.99	\$ 8.27	\$ 8.56	\$ 8.85
20	3/4"	\$ 10.80	\$ 11.42	\$ 12.08	\$ 12.77	\$ 13.51	\$ 14.28	\$ 15.10	\$ 15.97	\$ 16.53	\$ 17.11	\$ 17.71
Sewer - Outside Village												
Volume Charge												
		\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal
21	Water - Inside Village	\$ 13.66	\$ 14.48	\$ 15.49	\$ 16.58	\$ 17.74	\$ 18.98	\$ 20.31	\$ 21.73	\$ 23.25	\$ 24.76	\$ 26.37
22	Water - Outside Village	\$ 27.32	\$ 28.96	\$ 30.99	\$ 33.16	\$ 35.48	\$ 37.96	\$ 40.62	\$ 43.46	\$ 46.50	\$ 49.52	\$ 52.74
23	Sewer - Inside Village	\$ 3.02	\$ 3.19	\$ 3.38	\$ 3.57	\$ 3.78	\$ 3.99	\$ 4.22	\$ 4.47	\$ 4.62	\$ 4.78	\$ 4.95
24	Sewer - Outside Village	\$ 6.04	\$ 6.39	\$ 6.75	\$ 7.14	\$ 7.55	\$ 7.99	\$ 8.45	\$ 8.93	\$ 9.25	\$ 9.57	\$ 9.90

The impact of proposed water and sewer rates on typical customers is shown in Table 1-3.

Table 1-3: Typical Water and Sewer Bills Under Existing and Proposed Rates

Line No.	Customer Type & Meter Size	Billable Flow Kgal	Monthly Bill Under Rates										
			Existing	Adopted					Proposed				
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water and Sewer Utility													
1	5/8"	5.0	\$ 96.80	\$ 102.56	\$ 109.46	\$ 116.84	\$ 124.72	\$ 133.13	\$ 142.11	\$ 151.70	\$ 161.25	\$ 170.79	\$ 180.92
2	3/4"	10.0	\$ 180.20	\$ 190.92	\$ 203.82	\$ 217.59	\$ 232.29	\$ 248.00	\$ 264.77	\$ 282.68	\$ 300.62	\$ 318.53	\$ 337.54
3	1"	15.0	\$ 263.60	\$ 279.29	\$ 298.17	\$ 318.33	\$ 339.87	\$ 362.86	\$ 387.43	\$ 413.66	\$ 439.99	\$ 466.26	\$ 494.16
Change in \$ over prior year													
4	5/8"			\$ 5.76	\$ 6.91	\$ 7.38	\$ 7.88	\$ 8.41	\$ 8.98	\$ 9.59	\$ 9.56	\$ 9.54	\$ 10.13
5	3/4"			\$ 10.72	\$ 12.89	\$ 13.77	\$ 14.70	\$ 15.70	\$ 16.77	\$ 17.91	\$ 17.94	\$ 17.91	\$ 19.01
6	1"			\$ 15.69	\$ 18.88	\$ 20.16	\$ 21.53	\$ 23.00	\$ 24.56	\$ 26.23	\$ 26.33	\$ 26.27	\$ 27.90
Change in % over prior year													
7	5/8"			5.95%	6.74%	6.74%	6.74%	6.74%	6.75%	6.75%	6.30%	5.92%	5.93%
8	3/4"			5.95%	6.75%	6.76%	6.76%	6.76%	6.76%	6.76%	6.35%	5.96%	5.97%
9	1"			5.95%	6.76%	6.76%	6.76%	6.77%	6.77%	6.77%	6.37%	5.97%	5.98%

As a part of its budget process, the Village evaluates the sufficiency of revenues and proposed debt issuance to meet budget year expenses and capital costs and provide desired reserves and debt service

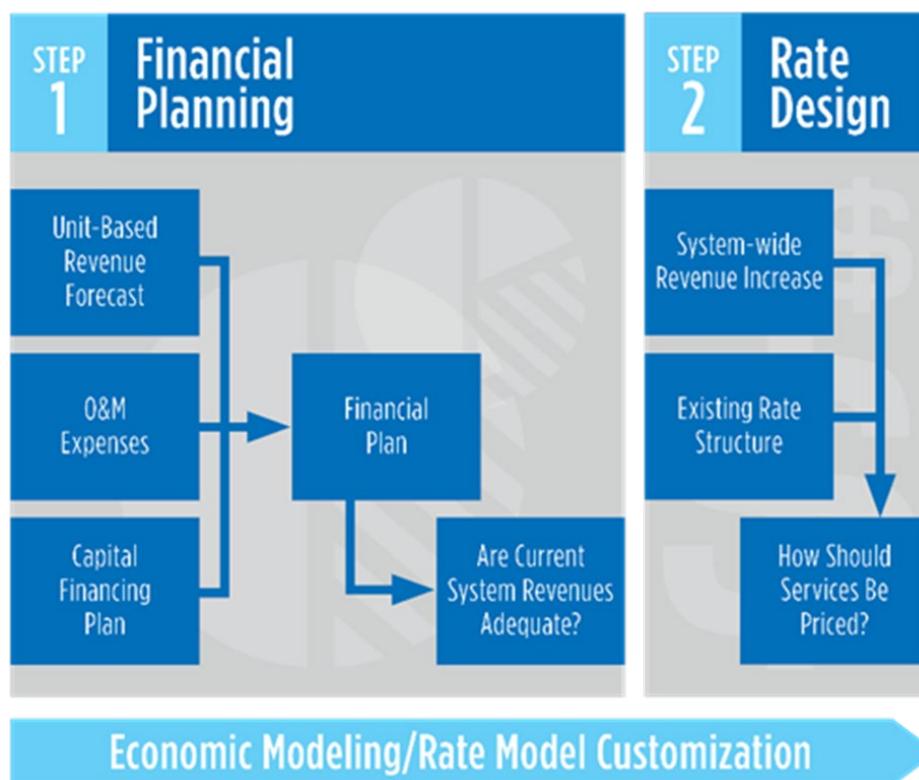
coverage. As a matter of practice, Burns & McDonnell encourages the Village to continue this process, and consider updates to the rate study every five years, or sooner if conditions change.

2.0 FINANCIAL PLANNING ANALYSIS

2.1 Project Approach

To meet the project objectives identified by the Village, Burns & McDonnell conducted the rate study in a two-step approach. This approach, depicted in Figure 2-1, is grounded in the principles established by the American Water Works Association (AWWA) *M1 Rate Manual* and the Water Environment Federation (WEF) *Financing and Charges for Wastewater Systems*.

Figure 2-1: Study Methodology



Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?" The Financial Planning Analysis is presented in this section of our report.

Step 2: Rate Design provides for the required revenue recovery. Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is determined, schedules of rates for each rate class are developed that will generate revenues accordingly. The Rate Design Analysis is detailed in Section 3.0 of this report.

2.2 Introduction to Financial Planning

The primary issue addressed in the Financial Planning Analysis is revenue sufficiency. The results of the Financial Planning Analysis answer the questions:

- Are the existing rates sufficient to fund anticipated operating and capital costs?
- If not, what level of overall revenue increase is needed?

To determine if the existing schedule of rates can generate revenues to meet the Village's operating and capital costs, Burns & McDonnell prepared a financial projection of revenues and expenditures for the water and sewer utilities through 2033. A comparison of projected revenues and expenditures provides insight into the adequacy of overall revenue levels.

Our approach to Financial Planning involves the following basic steps:

1. Project revenues under existing rates.
2. Project water and sewer utility expenditures, including operating and capital costs.
3. Develop a ten-year financial forecast, including the budget year and a ten-year forecast period.

The planning period includes the current fiscal year (FY) 2023 as a budget year and a ten-year forecast period, FY 2024 through FY 2033. The Village's fiscal year ends on December 31, and the projected periods in the financial plan recognize the same fiscal year ending December 31.

2.3 Water and Sewer Utility Revenues under Existing Rates

The first step in the Financial Plan Analysis was to project revenues under the existing schedule of rates. To complete this effort required an analysis of water and sewer customers, volumes, and revenues.

2.3.1 Historical and Projected Customers

Table 2-1 presents the historical water customers served by the Village from 2020 to 2022 and the projection of customers for the 2023 to 2033 planning period. In recent years, Mount Prospect has experienced minimal change in the number of accounts. Considering this trend in account growth, the projection of accounts assumes a small allowance for annual growth in customer accounts for 2023 through 2033.

Table 2-2 presents the historical sewer customers served by the Village from 2020 to 2022 and the projection of customers for the 2023 to 2033 planning period. Similar to the water utility, Mount Prospect has experienced minimal change in the number of sewer accounts in recent years. The projection of sewer

accounts assumes a small allowance for growth in customer accounts for 2023 through 2033, consistent with the approach to forecasting water accounts.

Table 2-1: Historical and Projected Water Accounts and Volume

Line No.	Historical			Projected											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Accounts															
1	WATER N/C - Water No Charge	14	13	13	13	13	13	13	13	13	13	13	13	13	13
2	Water - Inside Village	12,189	12,286	12,226	12,235	12,244	12,253	12,262	12,271	12,280	12,289	12,298	12,307	12,316	12,325
3	Water - Outside Village	10	11	10	10	10	10	10	10	10	10	10	10	10	10
4	Total Accounts	12,213	12,310	12,249	12,258	12,267	12,276	12,285	12,294	12,303	12,312	12,321	12,330	12,339	12,348
Billed Volume (1,000 Gallons)															
5	WATER N/C - Water No Charge	5,458	5,969	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284
6	Water - Inside Village	1,118,401	1,110,583	1,086,102	1,076,033	1,066,056	1,056,171	1,046,377	1,036,674	1,027,060	1,017,534	1,008,097	998,746	989,482	980,303
7	Water - Outside Village	873	1,063	997	997	997	997	997	997	997	997	997	997	997	997
8	Total Billed Volume	1,124,732	1,117,615	1,092,383	1,082,314	1,072,337	1,062,452	1,052,658	1,042,955	1,033,341	1,023,815	1,014,378	1,005,027	995,763	986,584

Table 2-2: Historical and Projected Sewer Accounts and Volume

Line No.		Historical			Projected										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	Accounts														
1	Sewer Inside (w/ water)	12,124	12,216	12,156	12,165	12,174	12,183	12,192	12,201	12,210	12,219	12,228	12,237	12,246	12,255
2	Sewer Inside (w/o water)	33	37	36	36	36	36	36	36	36	36	36	36	36	36
3	Sewer No Charge	12	11	11	11	11	11	11	11	11	11	11	11	11	11
4	Sewer Outside (w/ water)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5	Sewer Outside (w/o water)	13	13	14	14	14	14	14	14	14	14	14	14	14	14
6	Total Accounts	12,182	12,277	12,217	12,226	12,235	12,244	12,253	12,262	12,271	12,280	12,289	12,298	12,307	12,316
Billed Volume (1,000 Gallons)															
7	Sewer Inside (w/ water)	1,108,634	1,101,330	1,076,184	1,066,211	1,056,330	1,046,540	1,036,840	1,027,229	1,017,707	1,008,272	998,925	989,663	980,487	971,396
8	Sewer Inside (w/o water)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Sewer No Charge	5,341	5,810	5,128	5,128	5,128	5,128	5,128	5,128	5,128	5,128	5,128	5,128	5,128	5,128
10	Sewer Outside (w/ water)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Sewer Outside (w/o water)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Total Billed Volume	1,113,975	1,107,140	1,081,312	1,071,339	1,061,458	1,051,668	1,041,968	1,032,357	1,022,835	1,013,400	1,004,053	994,791	985,615	976,524

2.3.2 Historical and Projected Volumes

Table 2-1 and Table 2-2 also present the historical and projected volumes. Table 2-1 presents historical water volumes based on water sales for 2020 to 2022, and the projection of volumes for the 2023 to 2033 planning period. Based on trends in historical data, Inside Village use per account was estimated to decline 1.0 percent annually from 2023 through 2033. Decreasing average use per account reflects an industry trend associated with the prevalence of more efficient appliances and fixtures, and a greater customer awareness regarding water use and conservation. Forecasting use per account to decline provides a slightly more cautious forecast of water sales and ultimately, revenue under existing rates. Other classes were estimated to remain at 2022 levels of usage per account. The impact of declining use per account is offset slightly by assumed growth in customer accounts, resulting in an annual reduction in billed water volume of about 0.9 percent per year.

Table 2-2 presents historical sewer volumes based on billed sewer volume for 2020 to 2022, and the projection of volumes for the 2023 to 2033 planning period. Consistent with the forecasting approach with the water volume projection, Inside Village sewer use per account was estimated to decline 1.0 percent annually beginning in 2023. The other classes were estimated to remain at the 2022 level of sewer use per account. Comparable to the water volume projection, the impact of declining use per account is

offset slightly by assumed growth in customer accounts, resulting in an annual reduction in billed sewer volume of about 0.9 percent per year.

2.3.3 Existing Water and Sewer Rates

The water and sewer rate schedule is shown in Table 2-3. The water rate consists of a base charge per bill that varies by meter size and a volumetric charge per thousand gallons of usage for both Inside and Outside Village customers. The sewer rate also consists of a base charge per bill and a volumetric charge per thousand gallons.

Table 2-3: Existing Water and Sewer Rates

		Existing	
Line		2023	
<u>No.</u>	<u>Description</u>	<u>Base Charge</u>	
		\$/bill	
	Water - Inside Village		
1	5/8"	\$	8.00
2	3/4"	\$	8.00
3	1"	\$	8.00
4	1.5"	\$	12.00
5	2"	\$	18.00
6	3"	\$	59.00
7	4"	\$	74.00
8	6"	\$	109.00
9	8"	\$	150.00
	Water - Outside Village		
10	5/8"	\$	16.00
11	3/4"	\$	16.00
12	1"	\$	16.00
13	1.5"	\$	24.00
14	2"	\$	36.00
15	3"	\$	118.00
16	4"	\$	148.00
17	6"	\$	218.00
18	8"	\$	300.00
19	Sewer - Inside Village	\$	5.40
20	Sewer - Outside Village	\$	10.80
		<u>Volume Charge</u>	
		\$/Kgal	
21	Water - Inside Village	\$	13.66
22	Water - Outside Village	\$	27.32
23	Sewer - Inside Village	\$	3.02
24	Sewer - Outside Village	\$	6.04

As a matter of practice, rates for service provided to Outside Village customers are set at 2.0 times Inside Village rates. Water and sewer rates applicable to Outside Village customers are reflective of this multiplier for both base and volume charges.

The Village has implemented annual rate increases in recent years, prompted in part by inflation in operating costs but largely driven by capital investment in renewal and replacement.

2.3.4 User Revenues under Existing Rates

Table 2-4 and Table 2-5 present historical user charge revenues for 2020 to 2022 and a projection of user charge revenues under 2023 rates for the 2023 to 2033 planning period. The projection of user charge revenues was estimated based on the forecasted accounts and volumes factored by the schedule of 2023 water and sewer rates.

As shown in Table 2-4, historical water user charge revenues increased from \$13.1 million to \$14.9 million from 2020 to 2022, impacted by rate increases and fluctuations in actual water demand.

Forecasted user charge revenues are based on projected accounts and water volume presented in Table 2-1 and the 2023 water rates. Overall, water user charge revenues are projected to increase in 2023 to \$15.7 million as a result of the 2023 rate increase, then gradually decline to \$14.3 million in 2033 due to projections of lower water use.

Table 2-4: Historical and Projected Water User Revenues

Line No.		Historical					Projected								
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	<u>User Charge Revenues</u>														
1	WATER N/C - Water No Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Water - Inside Village	\$ 13,102,791	\$ 14,049,980	\$ 14,846,326	\$ 15,628,200	\$ 15,483,300	\$ 15,339,700	\$ 15,197,500	\$ 15,056,600	\$ 14,916,900	\$ 14,778,600	\$ 14,641,500	\$ 14,505,700	\$ 14,371,100	\$ 14,237,800
3	Water - Outside Village	\$ 22,941	\$ 29,561	\$ 30,504	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400
4	Total UC Revenues	\$ 13,125,732	\$ 14,079,541	\$ 14,876,830	\$ 15,660,600	\$ 15,515,700	\$ 15,372,100	\$ 15,229,900	\$ 15,089,000	\$ 14,949,300	\$ 14,811,000	\$ 14,673,900	\$ 14,538,100	\$ 14,403,500	\$ 14,270,200

[1] Forecasted slight account growth for water inside village customer class.

[2] Water Inside Village volume declining by 1% per year, all other class' forecasted usage held constant at 2022 levels.

As shown in Table 2-5 historical sewer user charge revenues increased from \$3.2 million to \$3.7 million from 2020 to 2022. Forecasted user charge revenues are based on projected accounts and sewer volume presented in Table 2-2 and the 2023 sewer rates. Overall, sewer user revenues are projected to increase to \$3.9 million as a result of the 2023 rate increase, then gradually decline to \$3.6 million in 2033 due to projections of lower billable flow.

Table 2-5: Historical and Projected Sewer User Revenues

Line No.		Historical			Projected										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	User Charge Revenues														
1	Sewer Inside (w/ water)	3,243,161	3,479,907	3,686,732	3,908,200	3,872,000	3,836,100	3,800,600	3,765,400	3,730,500	3,695,900	3,661,600	3,627,700	3,594,000	3,560,700
2	Sewer Inside (w/o water)	2,259	2,563	2,776	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800
3	Sewer No charge	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Sewer Outside (w/ water)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5	Sewer Outside (w/o water)	1,821	1,966	2,124	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100
6	Total UC Revenues	\$ 3,247,241	\$ 3,484,436	\$ 3,691,632	\$ 3,913,100	\$ 3,876,900	\$ 3,841,000	\$ 3,805,500	\$ 3,770,300	\$ 3,735,400	\$ 3,700,800	\$ 3,666,500	\$ 3,632,600	\$ 3,598,900	\$ 3,565,600

[1] Forecasted slight account growth for water inside village customer class.

[2] Sewer Inside Village volume declining by 1% per year, all other class' forecasted usage held constant at 2022 levels.

2.4 Water and Sewer Utility Expenditures

Typically, a municipal water or sewer utility's primary cash expenditures include the following direct operating and capital costs:

- Operation and Maintenance (O&M) Expenses
- Capital Improvement Program Expenditures
- Debt Service Principal and Interest Payments

Each of these cash obligations is described further below.

2.4.1 O&M Expenses

Table 2-6 presents the recent water and sewer O&M expense history and the projection of water and sewer system O&M expenses through the 2033 planning period. Expenses summarized on Table 2-6 reflect operating costs only; costs related to capital projects are excluded from Table 2-6 and are addressed later in this report.

In recent history, water O&M expenses ranged from \$11.9 million in 2020 to \$11.0 million in 2022. Sewer O&M expenses ranged from \$2.2 million in 2020 to \$1.6 million in 2022. Anticipated 2023 O&M costs are based on the Village's approved budget. In general, projected O&M expenses are anticipated to increase from budgeted 2023 amounts at approximately 3.0 percent annually on average. The overall inflationary increase is a function of the following inflation rate assumptions developed in collaboration with Public Works and Finance Department staff. Recent union labor contract negotiations are anticipated to increase personnel costs such as labor and benefits roughly 30 percent from 2023 to 2027. The cost of Lake Michigan water supply is expected to effectively increase 3% per year until 2029, and 2% per year thereafter. This increase reflects the combined effect of anticipated rate increases, partially offset by projected declines in water use. All other expenses are assumed to increase 5 percent per year in 2024 and 2025, 4 percent per year in 2026 and 2027, and 3 percent per year starting in 2028.

Table 2-6: Historical and Projected Operation and Maintenance Expenses

		Historical			Budgeted	Projected									
Line No.		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water O&M															
1	Banking Fees	28,549	44,930	59,174	45,000	47,250	49,613	51,597	53,661	55,271	56,929	58,637	60,396	62,208	64,074
2	Customer Service	138,592	137,738	132,624	156,000	166,717	178,204	184,198	190,398	196,109	201,993	206,776	211,677	216,699	221,845
3	Water Administration*	924,110	490,241	447,621	519,487	553,108	589,021	609,609	630,931	649,859	669,355	686,090	703,259	720,875	738,951
4	Equipment Maintenance	499,154	508,572	370,464	597,836	627,727	659,114	685,478	712,897	734,284	756,313	779,002	802,372	826,443	851,237
5	Maintenance of Buildings	251,955	260,765	201,066	299,440	321,335	344,878	355,982	367,449	378,472	389,826	398,492	407,356	416,425	425,703
6	Maintenance of Grounds	92,704	98,520	97,687	138,440	147,288	156,733	162,253	167,972	173,011	178,202	182,705	187,326	192,069	196,936
7	Lake Michigan Water Supply	7,517,582	7,239,644	7,406,664	7,534,000	7,760,020	7,992,821	8,232,605	8,479,583	8,733,971	8,908,650	9,086,823	9,268,560	9,453,931	9,643,010
8	Water Supply Maint. & Repair	729,416	760,785	664,268	847,666	906,878	970,398	1,002,671	1,036,038	1,067,119	1,099,133	1,124,742	1,150,973	1,177,840	1,205,360
9	Water Distribution Maint. & Rep	1,079,228	964,159	1,009,783	1,193,101	1,274,666	1,362,061	1,408,025	1,455,572	1,499,240	1,544,217	1,580,956	1,618,605	1,657,188	1,696,729
10	Water Meter Maintenance & Repair	241,624	248,000	208,768	285,392	301,732	319,054	331,011	343,423	353,725	364,337	374,361	384,668	395,266	406,163
11	Water Valve/Hydrant Maint. & Rep	410,232	407,529	362,096	469,512	501,073	534,859	553,110	571,996	589,156	606,831	621,497	636,533	651,948	667,752
12	Total Water O&M	11,913,146	11,160,883	10,960,215	12,085,873	12,607,794	13,156,756	13,576,540	14,009,921	14,430,218	14,775,785	15,100,081	15,431,726	15,770,893	16,117,759
			-6.3%	-1.8%	10.3%	4.3%	4.4%	3.2%	3.2%	3.0%	2.4%	2.2%	2.2%	2.2%	2.2%
Sewer O&M															
13	Banking Fees	28,549	44,930	59,174	45,000	47,250	49,613	51,597	53,661	55,271	56,929	58,637	60,396	62,208	64,074
14	Customer Service	138,592	137,738	132,624	156,000	166,717	178,204	184,198	190,398	196,109	201,993	206,776	211,677	216,699	221,845
15	Sewer Administration*	924,110	490,241	447,621	519,487	553,108	589,021	609,609	630,931	649,859	669,355	686,090	703,259	720,875	738,951
16	Equipment Maintenance	499,154	508,572	370,464	597,836	627,727	659,114	685,478	712,897	734,284	756,313	779,002	802,372	826,443	851,237
17	Sanitary Sewer Maint. & Repair	598,420	651,850	600,828	809,760	864,722	923,590	954,906	987,306	1,016,925	1,047,433	1,072,522	1,098,237	1,124,595	1,151,611
18	Total Sewer O&M	2,188,825	1,833,332	1,610,711	2,128,082	2,259,524	2,399,542	2,485,788	2,575,193	2,652,449	2,732,022	2,803,026	2,875,941	2,950,820	3,027,717
			-16.2%	-12.1%	32.1%	6.2%	6.2%	3.6%	3.6%	3.0%	3.0%	2.6%	2.6%	2.6%	2.6%
19	Total Water & Sewer O&M Expenses	14,101,970	12,994,214	12,570,926	14,213,954	14,867,318	15,556,298	16,062,328	16,585,114	17,082,667	17,507,807	17,903,107	18,307,667	18,721,713	19,145,476
			-7.9%	-3.3%	13.1%	4.6%	4.6%	3.3%	3.3%	3.0%	2.5%	2.3%	2.3%	2.3%	2.3%

[1] The cost of Lake Michigan water supply is expected to effectively increase 3% per year until 2029, and 2% per year thereafter.

This increase reflects the combined effect of anticipated rate increases, partially offset by projected declines in water use.

[2] Personnel Services, Scheduled Salaries & Wages are inflated are tied to newest contracts and assume 3% thereafter

[3] All other costs are inflated at 3 - 5 percent per year.

* NOPEBO catch-up expenses in 2020

2.4.2 Projected Capital Improvement Expenditures

Table 2-7 shows the projected capital improvement expenditures (CIP) for the 2023 to 2033 planning period.

Projected capital investment totals approximately \$115.1 million from 2023 through 2033, as shown on Line 30 of Table 2-7. The majority of this investment is targeted to lead water service line replacement (Line 6), Northwest Water Commission Interconnection (Line 7), water and sewer main rehabilitation (Lines 9 and 28, respectively) and combined sewer improvements (Line 22).

Table 2-7: Capital Improvement Program

Line No.	Projected											Totals
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Water Capital Improvement Projects												
1	Booster Pump Station Pump Rehabilitation	65,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	1,915,000
2	Deep Well Rehabilitation - Well #11	535,000	-	-	-	-	-	-	-	-	-	535,000
3	Deep Well Rehabilitation - Well #16	-	-	535,000	-	-	-	-	-	-	-	535,000
4	Deep Well Rehabilitation - Well #17	-	-	-	-	-	-	-	-	-	-	-
5	Elevated Tank Construction	-	-	-	-	-	-	-	-	-	-	-
6	Lead Water Service Line Replacement	-	-	-	-	750,000	750,000	750,000	750,000	750,000	750,000	5,250,000
7	Northwest Water Commission Interconnect	5,300,000	-	-	-	-	-	-	-	-	-	5,300,000
8	VFD Replacement	-	-	50,000	-	-	80,000	-	-	-	-	130,000
9	Water Main Replacement	4,500,000	5,400,000	6,500,000	6,500,000	6,500,000	6,630,000	6,762,000	6,910,000	7,040,000	7,180,000	71,246,416
10	Water Reservoir Number 4 Rehabilitation	-	685,000	-	-	-	-	-	-	-	-	685,000
11	Wireless Telemetry System Upgrade - PLC Upgrades	-	80,000	-	-	-	100,000	-	-	-	-	180,000
12	Deep Well Rehabilitation - Well 5	-	-	-	-	-	-	650,000	-	-	-	650,000
13	Elevated Tank Painting	-	-	-	-	-	700,000	-	-	-	-	700,000
14	Water Reservoir Number 16 Painting	-	-	-	-	625,000	-	-	-	-	-	625,000
15	Water Reservoir Number 17 Painting	-	-	-	-	-	-	-	650,000	-	-	650,000
16	Oakton Water System Expansion	-	-	-	-	-	-	-	-	-	-	-
17	Water Reservoir Number 5N Painting	-	-	-	-	-	-	-	-	-	675,000	675,000
18	Water Reservoir Number 11 Painting	-	-	-	-	-	650,000	-	-	-	-	650,000
19	AMR Fixed Based System Replacement	-	-	-	-	-	-	-	-	-	2,500,000	2,500,000
20	Booster Station 5 Roof Replacement	-	-	-	-	-	-	-	-	-	75,000	75,000
21	Total Water Capital Improvement Projects	10,400,000	6,350,000	7,270,000	6,685,000	8,060,000	9,015,000	7,777,000	8,495,000	8,625,000	8,115,000	11,509,416
Sewer Capital Improvement Projects												
22	Combined Sewer Improvements	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	8,800,000
23	Fairview Gardens Gravity Sewer Connection	-	2,800,000	-	-	-	-	-	-	-	-	2,800,000
24	Fairview Lift Station Abandonment	-	150,000	-	-	-	-	-	-	-	-	150,000
25	Lift Station Rehabilitation - Lincoln-Wego	-	-	-	-	-	-	-	-	-	-	-
26	Lift Station Rehabilitation - Maple-Berkshire	630,000	-	-	-	-	-	-	-	-	-	630,000
27	Overhead Sewer Program	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,100,000
28	Sewer Main Rehabilitation	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	11,000,000
29	Total Sewer Capital Improvement Projects	2,530,000	4,850,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	24,480,000
30	Total Water and Sewer Capital Improvement Projects	12,930,000	11,200,000	9,170,000	8,585,000	9,960,000	10,915,000	9,677,000	10,395,000	10,525,000	10,015,000	116,781,416

2.4.3 Existing and Proposed Debt Service Requirements

Table 2-8 shows the existing and proposed debt service for the Village's water and sewer utilities.

Table 2-8: Existing and Proposed Debt Service

Line No.		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Projected												
<u>Existing Water Debt</u>												
1	2017	192,660	197,100	201,180	203,220	208,800	213,960	218,640	222,900	224,940	232,620	235,440
2	2018A	196,500	200,280	206,580	209,280	212,880	216,120	222,000	227,400	230,640	236,580	241,620
3	2019A	367,860	376,380	384,060	390,780	399,060	406,620	413,460	422,580	431,100	439,140	449,580
4	2022A	228,893	232,406	237,569	242,225	248,489	251,960	257,039	263,599	267,324	272,106	278,709
5	Total Existing Debt	985,913	1,006,166	1,029,389	1,045,505	1,069,229	1,088,660	1,111,139	1,136,479	1,154,004	1,180,446	1,205,349
<u>Existing Sewer Debt</u>												
6	2017	128,440	131,400	134,120	135,480	139,200	142,640	145,760	148,600	149,960	155,080	156,960
7	2018A	131,000	133,520	137,720	139,520	141,920	144,080	148,000	151,600	153,760	157,720	161,080
8	2019A	245,240	250,920	256,040	260,520	266,040	271,080	275,640	281,720	287,400	292,760	299,720
9	2022A	311,907	316,694	323,731	330,075	338,611	343,340	350,261	359,201	364,276	370,794	379,791
10	Total Existing Debt	816,587	832,534	851,611	865,595	885,771	901,140	919,661	941,121	955,396	976,354	997,551
<u>Proposed Debt</u>												
11	Water Debt	-	-	-	-	-	604,000	604,000	604,000	604,000	746,100	746,100
12	Sewer Debt	-	-	-	-	-	177,700	177,700	177,700	177,700	213,200	213,200
13	Total Proposed Debt	-	-	-	-	-	781,700	781,700	781,700	781,700	959,300	959,300
<u>Existing and Proposed Debt</u>												
14	Total Water Debt	985,913	1,006,166	1,029,389	1,045,505	1,069,229	1,692,660	1,715,139	1,740,479	1,758,004	1,926,546	1,951,449
15	Total Sewer Debt	816,587	832,534	851,611	865,595	885,771	1,078,840	1,097,361	1,118,821	1,133,096	1,189,554	1,210,751
16	Total Debt Service	\$ 1,802,500	\$ 1,838,700	\$ 1,881,000	\$ 1,911,100	\$ 1,955,000	\$ 2,771,500	\$ 2,812,500	\$ 2,859,300	\$ 2,891,100	\$ 3,116,100	\$ 3,162,200

[1] Proposed debt terms assumes 20 year term, 3.5% interest, and 1% bond issuance cost

As shown on Lines 1 through 10, the Village has four outstanding debt series which provided funding for improvements to the water and sewer systems. Based on Village staff guidance the existing debt for 2017, 2018A, and 2019A was 60 percent attributed to water and 40 percent attributed to sewer, while 2022A was assumed to be attributed evenly at 50 percent to each. The proposed plan includes two debt issues, the first in 2027 amounting to \$11.0 million and the second in 2031 amounting to \$2.5 million. Proposed debt service payments are assumed to start in the year following debt issuance, based on an equal annual payment structure with a 20-year term, an annual interest rate of 3.5 percent with a 1.0 percent issuance expense.

2.4.4 Water Utility Flow of Funds

Detailed cash flow tables were developed individually for the water and sewer utility, and then combined to show the consolidated utility cash flow under the proposed plan. Table 2-9 presents the water utility cash flow, Table 2-10 presents the sewer utility cash flow, and Table 2-11 shows the consolidated utility cash flow.

Beginning with the water utility, Line 1 of Table 2-9 shows user revenues under 2023 rates, identified previously in Table 2-4. Lines 2 through 11 present the proposed revenue increases. All revenue increases are assumed to be effective January 1 of each year indicated. Total user revenues are summarized on Line 14.

All other water revenues are summarized on Line 15 which in 2023 primarily includes capital funding of deep well rehabilitation on Well #11 and the Northwest water commission interconnect in the combined amount of \$5.84 million. More routine non-rate revenues are estimated to remain at 2023 budgeted levels, with the exception of water penalties and interest income. Water penalties are assumed to increase in proportion to the increase in user charge revenues and interest income is calculated based on annual fund balances.

Total water O&M expenses are shown on Line 16, shown previously in Table 2-6. The Village's outstanding and proposed debt is shown on Lines 17 through 19, identified previously in Table 2-8.

Total revenue requirements are summarized on Line 20 of Table 2-9,. This amount is deducted from Line 15, total revenue, to determine the annual operating balance. With the proposed revenue adjustments, the operating balance on Line 21 is positive throughout the forecast and increasing to provide cash funding needed to minimize future debt issuance and move the utility closer to its goal of achieving a pay-as-you-go strategy for renewal and rehabilitation capital improvements over time.

Lines 22 through 25 project future operating reserves for the water utility. For 2023, a beginning balance of approximately \$17.8 million was estimated to be available for the water utility, as shown on Line 22. The annual operating balance is added to this amount to reflect cash produced by ongoing operations of the water utility. The utility intends to maintain a minimum operating balance of 90 days (or about 25 percent) of the next fiscal year's O&M, shown as the target on Line 26. Any balances exceeding this minimum are considered available for use on capital projects and are transferred for that purpose on Line 24.

The water capital flow of funds is shown in Table 2-9 on Lines 27 through 33. Sources of funds for the capital plan include the transfer of available cash from operations and the issuance of debt. As noted previously, two debt issues are proposed for the water utility amounting to \$8.5 million in proceeds in 2027 and \$2.0 million in proceeds in 2031. Issuance expense associated with the proposed debt issues is assumed to be capitalized and reflected in the debt service payment.

Water capital improvement projects shown on Line 31 are consistent with those shown previously in Table 2-7. Line 33 of Table 2-9 shows the annual capital balance. As can be seen, the forecast shows funding sources sufficient to cover the capital uses in each year, leaving a positive capital balance on Line 33. Balances accumulate over the study period but eventually decrease as the capital funding strategy shifts to a pay-as-you-go capital funding approach.

Table 2-9: Water Utility Financial Plan

Line No.		Projected										
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water Utility Operating Flow of Funds												
1	Revenue Under Existing Rates	15,660,600	15,515,700	15,372,100	15,229,900	15,089,000	14,949,300	14,811,000	14,673,900	14,538,100	14,403,500	14,270,200
Proposed Revenue Adjustments												
	Year	Month	Increase									
2	2024	1	6.0%	930,900	922,300	913,800	905,300	897,000	888,700	880,400	872,300	864,200
3	2025	1	7.0%		1,140,600	1,130,100	1,119,600	1,109,200	1,099,000	1,088,800	1,078,700	1,068,700
4	2026	1	7.0%			1,209,200	1,198,000	1,186,900	1,175,900	1,165,000	1,154,200	1,143,500
5	2027	1	7.0%				1,281,800	1,270,000	1,258,200	1,246,600	1,235,000	1,223,600
6	2028	1	7.0%					1,358,900	1,346,300	1,333,800	1,321,500	1,309,200
7	2029	1	7.0%						1,440,500	1,427,200	1,414,000	1,400,900
8	2030	1	7.0%							1,527,100	1,513,000	1,499,000
9	2031	1	7.0%								1,618,900	1,603,900
10	2032	1	6.5%									1,593,600
11	2033	1	6.5%									1,578,800
12	Total Proposed Additional Revenue	-	930,900	2,062,900	3,253,100	4,504,700	5,822,000	7,208,600	8,668,900	10,207,600	11,706,600	13,279,600
13	Total Water User Charge Revenue	15,660,600	16,446,600	17,435,000	18,483,000	19,593,700	20,771,300	22,019,600	23,342,800	24,745,700	26,110,100	27,549,800
14	Other Water Fund Revenue	6,763,200	296,000	263,500	278,800	294,900	306,300	325,300	345,600	367,300	386,700	408,800
15	Grand Total Water Revenue	22,423,800	16,742,600	17,698,500	18,761,800	19,888,600	21,077,600	22,344,900	23,688,400	25,113,000	26,496,800	27,958,600
Revenue Requirements												
16	Operation and Maintenance Expense	12,085,873	12,607,794	13,156,756	13,576,540	14,009,921	14,430,218	14,775,785	15,100,081	15,431,726	15,770,893	16,117,759
Debt Service												
17	Existing G.O. Debt	985,900	1,006,200	1,029,400	1,045,500	1,069,200	1,088,700	1,111,100	1,136,500	1,154,000	1,180,400	1,205,300
18	Proposed Debt	-	-	-	-	-	604,000	604,000	604,000	604,000	746,100	746,100
19	Total Debt Service	985,900	1,006,200	1,029,400	1,045,500	1,069,200	1,692,700	1,715,100	1,740,500	1,758,000	1,926,500	1,951,400
20	Total Revenue Requirements	13,071,773	13,613,994	14,186,156	14,622,040	15,079,121	16,122,918	16,490,885	16,840,581	17,189,726	17,697,393	18,069,159
21	Annual Operating Balance	9,352,028	3,128,606	3,512,344	4,139,760	4,809,479	4,954,682	5,854,015	6,847,819	7,923,274	8,799,407	9,889,441
22	Beginning Balance Operating Funds	17,750,700	3,108,800	3,244,100	3,347,600	3,454,500	3,558,100	3,643,300	3,723,300	3,805,100	3,888,700	3,974,200
23	Annual Operating Balance	9,352,028	3,128,606	3,512,344	4,139,760	4,809,479	4,954,682	5,854,015	6,847,819	7,923,274	8,799,407	9,889,441
24	Transfers to Capital	(23,993,928)	(2,993,306)	(3,408,844)	(4,032,860)	(4,705,879)	(4,869,482)	(5,774,015)	(6,766,019)	(7,839,674)	(8,713,907)	(9,802,041)
25	Ending Operating Balance	3,108,800	3,244,100	3,347,600	3,454,500	3,558,100	3,643,300	3,723,300	3,805,100	3,888,700	3,974,200	4,061,600
26	Target Annual Operating Balance [1]	3,108,800	3,244,100	3,347,600	3,454,500	3,558,100	3,643,300	3,723,300	3,805,100	3,888,700	3,974,200	4,061,600
Water Utility Capital Flow of Funds												
Sources												
27	Beginning Capital Balance	-	13,593,928	10,237,233	6,376,077	3,723,937	8,869,817	4,724,298	2,721,313	992,333	2,207,007	2,805,914
28	Transfer from Operations	23,993,928	2,993,306	3,408,844	4,032,860	4,705,879	4,869,482	5,774,015	6,766,019	7,839,674	8,713,907	9,802,041
29	Debt Issuance (G.O.)	-	-	-	-	8,500,000	-	-	-	2,000,000	-	-
30	Total Capital Sources	23,993,928	16,587,233	13,646,077	10,408,937	16,929,817	13,739,298	10,498,313	9,487,333	10,832,007	10,920,914	12,607,955
Uses												
31	CIP	10,400,000	6,350,000	7,270,000	6,685,000	8,060,000	9,015,000	7,777,000	8,495,000	8,625,000	8,115,000	11,509,416
32	Total Capital Uses	10,400,000	6,350,000	7,270,000	6,685,000	8,060,000	9,015,000	7,777,000	8,495,000	8,625,000	8,115,000	11,509,416
33	Ending Capital Balance	13,593,928	10,237,233	6,376,077	3,723,937	8,869,817	4,724,298	2,721,313	992,333	2,207,007	2,805,914	1,098,539
34	Debt Service Coverage	10.49	4.11	4.41	4.96	5.50	3.93	4.41	4.93	5.51	5.57	6.07

[1] Annual Operating Balance target of 90 days O&M

Existing utility debt service has been issued in the form of General Obligation bonds, to be paid from utility rate revenues. Future debt issues are assumed to be similarly structured. Although these bonds do not include covenants regarding debt service coverage (DSC), as a matter of prudent planning debt service coverage is evaluated and is shown on Line 34. DSC requirements are commonly associated with revenue bonds and generally require net revenues (defined as total utility revenue less O&M) to exceed annual debt service payments by a minimum factor that may range from 1.10x to 1.35x. This minimum DSC level provides assurances to bond holders that the utility has the financial wherewithal to meet its annual debt payment. Municipal bond rating agencies evaluate many criteria regarding the creditworthiness of utility debt. Debt service coverage is one of the primary indicators that is examined, and rating agencies generally reserve their stronger ratings for debt service coverage ratios that exceed

1.5x to 2.0x. As shown on Line 34, the water utility is anticipated to have DSC exceeding 2.0x in each year of the forecast with a minimum of 3.9x in 2028.

2.4.5 Sewer Utility Flow of Funds

Table 2-10 presents the sewer utility cash flow. Lines 2 through 11 present the proposed revenue increases. All revenue increases are assumed to be effective January 1 of each year indicated. Total user revenues are summarized on Line 13.

Line 14 summarizes other sewer fund revenue, which is projected to remain at 2023 budget levels, with the exception of sewer penalties and interest income. Sewer penalties which are assumed to increase in proportion to the increase in user charge revenues and interest income are calculated based on annual balances. Line 15 shows the total operating revenue forecasted over the study period.

Total sewer O&M expenses are shown on Line 16, shown previously in Table 2-6. The Village's outstanding and proposed debt is shown on Lines 17 through 19 and are identified previously in Table 2-8.

Total revenue requirements are summarized on Line 20. This amount is deducted from Line 15, total revenue, to determine the annual operating balance. With the proposed revenue adjustments, the operating balance on Line 21 is positive throughout the forecast.

Lines 22 through 25 project future operating reserves for the sewer utility. For 2023, a beginning balance of approximately \$3.1 million was estimated to be available for the sewer utility, as shown on Line 22. The annual operating balance is added to this amount to reflect cash produced by ongoing operations of the sewer utility. The utility intends to maintain a minimum operating balance of 90 days (or about 25 percent) of the next fiscal year's O&M, shown as the target on Line 26. Any balances exceeding this minimum are considered available for use on capital projects and are transferred for that purpose on Line 24.

The sewer capital flow of funds is shown in Table 2-10 on Lines 27 through 33. Sources of funds for the capital plan include the transfer of available cash from operations and the issuance of debt. There are no anticipated debt issuances for the sewer utility. The sewer utility capital plan is funded using the remaining proceeds of the 2022A debt issue, proposed future debt, and cash generated from operations.

Sewer capital improvement projects shown on Line 31 are consistent with those shown in Table 2-7.

Table 2-10: Sewer Utility Financial Plan

Line No.		Projected										
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Sewer Utility Operating Flow of Funds												
1	Revenue Under Existing Rates	3,913,100	3,876,900	3,841,000	3,805,500	3,770,300	3,735,400	3,700,800	3,666,500	3,632,600	3,598,900	3,565,600
Proposed Revenue Adjustments												
	Year Month Increase											
2	2024 1 5.75%		222,900	220,900	218,800	216,800	214,800	212,800	210,800	208,900	206,900	205,000
3	2025 1 5.75%			233,600	231,400	229,300	227,100	225,000	222,900	220,900	218,800	216,800
4	2026 1 5.75%				244,700	242,400	240,200	238,000	235,800	233,600	231,400	229,300
5	2027 1 5.75%					256,400	254,000	251,700	249,300	247,000	244,700	242,500
6	2028 1 5.75%						268,600	266,100	263,700	261,200	258,800	256,400
7	2029 1 5.75%							281,400	278,800	276,200	273,700	271,100
8	2030 1 5.75%								294,800	292,100	289,400	286,700
9	2031 1 3.50%									188,000	186,300	184,600
10	2032 1 3.50%										192,800	191,000
11	2033 1 3.50%											197,700
12	Total Proposed Additional Revenue	-	222,900	454,500	694,900	944,900	1,204,700	1,475,000	1,756,100	1,927,900	2,102,800	2,281,100
13	Total Sewer User Charge Revenue	3,913,100	4,099,800	4,295,500	4,500,400	4,715,200	4,940,100	5,175,800	5,422,600	5,560,500	5,701,700	5,846,700
14	Other Sewer Fund Revenue	189,800	78,300	69,800	72,700	75,600	77,100	80,500	84,100	85,900	88,200	76,000
15	Grand Total Sewer Revenue	4,102,900	4,178,100	4,365,300	4,573,100	4,790,800	5,017,200	5,256,300	5,506,700	5,646,400	5,789,900	5,922,700
Revenue Requirements												
16	Operation and Maintenance Expense	2,128,100	2,259,500	2,399,500	2,485,800	2,575,200	2,652,400	2,732,000	2,803,000	2,875,900	2,950,800	3,027,700
Debt Service												
17	Existing G.O. Debt	816,600	832,500	851,600	865,600	885,800	901,100	919,700	941,100	955,400	976,400	997,600
18	Proposed Debt	-	-	-	-	-	177,700	177,700	177,700	177,700	213,200	213,200
19	Total Debt Service	816,600	832,500	851,600	865,600	885,800	1,078,800	1,097,400	1,118,800	1,133,100	1,189,600	1,210,800
20	Total Revenue Requirements	2,944,700	3,092,000	3,251,100	3,351,400	3,461,000	3,731,200	3,829,400	3,921,800	4,009,000	4,140,400	4,238,500
21	Annual Operating Balance	1,158,200	1,086,100	1,114,200	1,221,700	1,329,800	1,286,000	1,426,900	1,584,900	1,637,400	1,649,500	1,684,200
22	Beginning Balance Operating Funds	3,125,600	557,100	591,700	612,900	635,000	654,000	673,600	691,200	709,100	727,600	746,600
23	Annual Operating Balance	1,158,200	1,086,100	1,114,200	1,221,700	1,329,800	1,286,000	1,426,900	1,584,900	1,637,400	1,649,500	1,684,200
24	Transfers to Capital	(3,726,700)	(1,051,500)	(1,093,000)	(1,199,600)	(1,310,800)	(1,266,400)	(1,409,300)	(1,567,000)	(1,618,900)	(1,630,500)	(1,664,700)
25	Ending Operating Balance	557,100	591,700	612,900	635,000	654,000	673,600	691,200	709,100	727,600	746,600	766,100
26	Target Annual Operating Balance [1]	557,100	591,700	612,900	635,000	654,000	673,600	691,200	709,100	727,600	746,600	766,100
Sewer Utility Capital Flow of Funds												
Sources												
27	Beginning Capital Balance	5,058,000	6,254,700	2,456,200	1,649,200	948,800	2,859,600	2,226,000	1,735,300	1,402,300	1,621,200	1,351,700
28	Transfer from Operations	3,726,700	1,051,500	1,093,000	1,199,600	1,310,800	1,266,400	1,409,300	1,567,000	1,618,900	1,630,500	1,664,700
29	Debt Issuance (G.O.)	-	-	-	-	2,500,000	-	-	-	500,000	-	-
30	Total Capital Sources	8,784,700	7,306,200	3,549,200	2,848,800	4,759,600	4,126,000	3,635,300	3,302,300	3,521,200	3,251,700	3,016,400
Uses												
31	CIP	2,530,000	4,850,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
32	Total Capital Uses	2,530,000	4,850,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
33	Ending Capital Balance	6,254,700	2,456,200	1,649,200	948,800	2,859,600	2,226,000	1,735,300	1,402,300	1,621,200	1,351,700	1,116,400
34	Debt Service Coverage	2.42	2.30	2.31	2.41	2.50	2.19	2.30	2.42	2.45	2.39	2.39

[1] Annual Operating Balance target of 90 days O&M

Line 33 of Table 2-10 shows the annual capital balance. As can be seen, the forecast shows funding sources sufficient to cover the capital uses in each year, leaving a positive capital balance on Line 33. Similar to the water utility, sewer DSC is projected to remain above 2.0x during the study period reaching a low point of 2.19x in 2028.

2.4.6 Consolidated Utility Flow of Funds

A combined water and sewer utility detailed cash flow table is presented in Table 2-11. On a consolidated basis, proposed revenue adjustments range from 5.95 percent to about 6.76 percent for 2024 through 2033, as shown on Lines 3 through 12. Ending operating balances meet the 90-day operating reserve in each year. The CIP is fully funded by the available cash and proposed debt issuance. The plan relies on

some issuance of additional debt but capital projects are primarily funded by remaining 2022A proceeds and a pay-as-you-go strategy over time.

Table 2-11: Combined Water and Sewer Utility Financial Plan

Line No.	Projected										
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water & Sewer Utility Operating Flow of Funds											
1 Water Revenue Under Existing Rates	15,660,600	15,515,700	15,372,100	15,229,900	15,089,000	14,949,300	14,811,000	14,673,900	14,538,100	14,403,500	14,270,200
2 Sewer Revenue Under Existing Rates	3,913,100	3,876,900	3,841,000	3,805,500	3,770,300	3,735,400	3,700,800	3,666,500	3,632,600	3,598,900	3,565,600
Proposed Revenue Adjustments											
Year Month Increase											
3 2024 1 5.95%		1,153,800	1,143,200	1,132,600	1,122,100	1,111,800	1,101,500	1,091,200	1,081,200	1,071,100	1,061,200
4 2025 1 6.75%			1,374,200	1,361,500	1,348,900	1,336,300	1,324,000	1,311,700	1,299,600	1,287,500	1,275,600
5 2026 1 6.75%				1,453,900	1,440,400	1,427,100	1,413,900	1,400,800	1,387,800	1,374,900	1,362,300
6 2027 1 6.76%					1,538,200	1,524,000	1,509,900	1,495,900	1,482,000	1,468,300	1,454,800
7 2028 1 6.76%						1,627,500	1,612,400	1,597,500	1,582,700	1,568,000	1,553,500
8 2029 1 6.76%							1,721,900	1,706,000	1,690,200	1,674,600	1,659,000
9 2030 1 6.76%								1,821,900	1,805,100	1,788,400	1,771,800
10 2031 1 6.34%									1,806,900	1,790,200	1,773,600
11 2032 1 5.95%										1,786,400	1,769,800
12 2033 1 5.96%											1,879,100
13 Total Proposed Additional Revenue	-	1,153,800	2,517,400	3,948,000	5,449,600	7,026,700	8,683,600	10,425,000	12,135,500	13,809,400	15,560,700
14 Total Utility User Charge Revenue	19,573,700	20,546,400	21,730,500	22,983,400	24,308,900	25,711,400	27,195,400	28,765,400	30,306,200	31,811,800	33,396,500
15 Total Utility Fund Other Revenue	6,953,000	374,300	333,300	351,500	370,500	383,400	405,800	429,700	453,200	474,900	484,800
16 Grand Total Water Revenue	26,526,700	20,920,700	22,063,800	23,334,900	24,679,400	26,094,800	27,601,200	29,195,100	30,759,400	32,286,700	33,881,300
Revenue Requirements											
17 Operation and Maintenance Expense	14,213,973	14,867,294	15,556,256	16,062,340	16,585,121	17,082,618	17,507,785	17,903,081	18,307,626	18,721,693	19,145,459
Debt Service											
18 Existing G.O. Debt	1,802,500	1,838,700	1,881,000	1,911,100	1,955,000	1,989,800	2,030,800	2,077,600	2,109,400	2,156,800	2,202,900
19 Proposed Debt	-	-	-	-	-	781,700	781,700	781,700	781,700	959,300	959,300
20 Total Debt Service	1,802,500	1,838,700	1,881,000	1,911,100	1,955,000	2,771,500	2,812,500	2,859,300	2,891,100	3,116,100	3,162,200
21 Total Revenue Requirements	16,016,473	16,705,994	17,437,256	17,973,440	18,540,121	19,854,118	20,320,285	20,762,381	21,198,726	21,837,793	22,307,659
22 Annual Operating Balance	10,510,228	4,214,706	4,626,544	5,361,460	6,139,279	6,240,682	7,280,915	8,432,719	9,560,674	10,448,907	11,573,641
23 Beginning Balance Operating Funds	20,876,300	3,665,900	3,835,800	3,960,500	4,089,500	4,212,100	4,316,900	4,414,500	4,514,200	4,616,300	4,720,800
24 Annual Operating Balance	10,510,228	4,214,706	4,626,544	5,361,460	6,139,279	6,240,682	7,280,915	8,432,719	9,560,674	10,448,907	11,573,641
25 Transfers to Capital	(27,720,628)	(4,044,806)	(4,501,844)	(5,232,460)	(6,016,679)	(6,135,882)	(7,183,315)	(8,333,019)	(9,458,574)	(10,344,407)	(11,466,741)
26 Ending Operating Balance	3,665,900	3,835,800	3,960,500	4,089,500	4,212,100	4,316,900	4,414,500	4,514,200	4,616,300	4,720,800	4,827,700
27 Target Annual Operating Balance [1]	3,665,900	3,835,800	3,960,500	4,089,500	4,212,100	4,316,900	4,414,500	4,514,200	4,616,300	4,720,800	4,827,700
Utility Capital Flow of Funds											
Sources											
28 Beginning Capital Balance	5,058,000	19,848,628	12,693,433	8,025,277	4,672,737	11,729,417	6,950,298	4,456,613	2,394,633	3,828,207	4,157,614
29 Transfer from Operations	27,720,628	4,044,806	4,501,844	5,232,460	6,016,679	6,135,882	7,183,315	8,333,019	9,458,574	10,344,407	11,466,741
30 Debt Issuance (G.O.)	-	-	-	-	11,000,000	-	-	-	2,500,000	-	-
31 Total Capital Sources	32,778,628	23,893,433	17,195,277	13,257,737	21,689,417	17,865,298	14,133,613	12,789,633	14,353,207	14,172,614	15,624,355
Uses											
32 Water CIP	10,400,000	6,350,000	7,270,000	6,685,000	8,060,000	9,015,000	7,777,000	8,495,000	8,625,000	8,115,000	11,509,416
33 Sewer CIP	2,530,000	4,850,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
34 Total Capital Uses	12,930,000	11,200,000	9,170,000	8,585,000	9,960,000	10,915,000	9,677,000	10,395,000	10,525,000	10,015,000	13,409,416
35 Ending Capital Balance	19,848,628	12,693,433	8,025,277	4,672,737	11,729,417	6,950,298	4,456,613	2,394,633	3,828,207	4,157,614	2,214,939
36 Debt Service Coverage	6.83	3.29	3.46	3.81	4.14	3.25	3.59	3.95	4.31	4.35	4.66

[1] Annual Operating Balance target of 90 days O&M

3.0 PROPOSED RATES

3.1 Introduction

The primary focus of Step 2, Rate Design, is the development of user charge rates. Generally speaking, the objective is to design rates for each utility to achieve the following goals:

- Generate adequate revenues to meet the projected operating and capital costs, while maintaining sound financial performance.
- Provide revenue stability.

3.2 Existing Water and Sewer Rates

The current 2023 water and sewer rate schedule is shown in Table 3-1. The water rate consists of a fixed fee that varies by meter size and a volumetric charge per thousand gallons for both Inside and Outside Village customers. The sewer rate consists of a uniform fixed fee and a volumetric charge per thousand gallons for both Inside and Outside Village customers.

Table 3-1: Existing Water and Sewer Rates

Line No.	Description	Existing	
		2023	
		Base Charge	
		\$/bill	
Water - Inside Village			
1	5/8"	\$	8.00
2	3/4"	\$	8.00
3	1"	\$	8.00
4	1.5"	\$	12.00
5	2"	\$	18.00
6	3"	\$	59.00
7	4"	\$	74.00
8	6"	\$	109.00
9	8"	\$	150.00
Water - Outside Village			
10	5/8"	\$	16.00
11	3/4"	\$	16.00
12	1"	\$	16.00
13	1.5"	\$	24.00
14	2"	\$	36.00
15	3"	\$	118.00
16	4"	\$	148.00
17	6"	\$	218.00
18	8"	\$	300.00
19	Sewer - Inside Village	\$	5.40
20	Sewer - Outside Village	\$	10.80
		Volume Charge	
		\$/Kgal	
21	Water - Inside Village	\$	13.66
22	Water - Outside Village	\$	27.32
23	Sewer - Inside Village	\$	3.02
24	Sewer - Outside Village	\$	6.04

As a matter of practice, rates for service provided to Outside Village customers are set at 2.0 times Inside Village rates. Water and sewer rates applicable to Outside Village customers are reflective of this multiplier for both base and volume charges.

3.3 Proposed Water and Sewer Rates

Table 3-2 shows existing and proposed water and sewer rates. Water and sewer rates for 2024 through 2033 are anticipated to maintain the existing rate structure and increase in accordance with water and sewer rate increases shown previously in Table 2-9 and Table 2-10, respectively.

Table 3-2: Existing and Proposed Water and Sewer Rates

Line No.	Description	Existing	Proposed										
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
		Base Charge											
		\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill	\$/bill
Water - Inside Village													
1	5/8"	\$ 8.00	\$ 8.48	\$ 9.07	\$ 9.71	\$ 10.39	\$ 11.12	\$ 11.89	\$ 12.73	\$ 13.62	\$ 14.50	\$ 15.44	
2	3/4"	\$ 8.00	\$ 8.48	\$ 9.07	\$ 9.71	\$ 10.39	\$ 11.12	\$ 11.89	\$ 12.73	\$ 13.62	\$ 14.50	\$ 15.44	
3	1"	\$ 8.00	\$ 8.48	\$ 9.07	\$ 9.71	\$ 10.39	\$ 11.12	\$ 11.89	\$ 12.73	\$ 13.62	\$ 14.50	\$ 15.44	
4	1.5"	\$ 12.00	\$ 12.72	\$ 13.61	\$ 14.56	\$ 15.58	\$ 16.67	\$ 17.84	\$ 19.09	\$ 20.43	\$ 21.75	\$ 23.17	
5	2"	\$ 18.00	\$ 19.08	\$ 20.42	\$ 21.84	\$ 23.37	\$ 25.01	\$ 26.76	\$ 28.63	\$ 30.64	\$ 32.63	\$ 34.75	
6	3"	\$ 59.00	\$ 62.54	\$ 66.92	\$ 71.60	\$ 76.61	\$ 81.98	\$ 87.72	\$ 93.86	\$ 100.43	\$ 106.95	\$ 113.91	
7	4"	\$ 74.00	\$ 78.44	\$ 83.93	\$ 89.81	\$ 96.09	\$ 102.82	\$ 110.02	\$ 117.72	\$ 125.96	\$ 134.14	\$ 142.86	
8	6"	\$ 109.00	\$ 115.54	\$ 123.63	\$ 132.28	\$ 141.54	\$ 151.45	\$ 162.05	\$ 173.39	\$ 185.53	\$ 197.59	\$ 210.44	
9	8"	\$ 150.00	\$ 159.00	\$ 170.13	\$ 182.04	\$ 194.78	\$ 208.42	\$ 223.01	\$ 238.62	\$ 255.32	\$ 271.92	\$ 289.59	
Water - Outside Village													
10	5/8"	\$ 16.00	\$ 16.96	\$ 18.15	\$ 19.42	\$ 20.78	\$ 22.23	\$ 23.79	\$ 25.45	\$ 27.23	\$ 29.00	\$ 30.89	
11	3/4"	\$ 16.00	\$ 16.96	\$ 18.15	\$ 19.42	\$ 20.78	\$ 22.23	\$ 23.79	\$ 25.45	\$ 27.23	\$ 29.00	\$ 30.89	
12	1"	\$ 16.00	\$ 16.96	\$ 18.15	\$ 19.42	\$ 20.78	\$ 22.23	\$ 23.79	\$ 25.45	\$ 27.23	\$ 29.00	\$ 30.89	
13	1.5"	\$ 24.00	\$ 25.44	\$ 27.22	\$ 29.13	\$ 31.17	\$ 33.35	\$ 35.68	\$ 38.18	\$ 40.85	\$ 43.51	\$ 46.33	
14	2"	\$ 36.00	\$ 38.16	\$ 40.83	\$ 43.69	\$ 46.75	\$ 50.02	\$ 53.52	\$ 57.27	\$ 61.28	\$ 65.26	\$ 69.50	
15	3"	\$ 118.00	\$ 125.08	\$ 133.84	\$ 143.20	\$ 153.23	\$ 163.95	\$ 175.43	\$ 187.71	\$ 200.85	\$ 213.91	\$ 227.81	
16	4"	\$ 148.00	\$ 156.88	\$ 167.86	\$ 179.61	\$ 192.18	\$ 205.64	\$ 220.03	\$ 235.43	\$ 251.91	\$ 268.29	\$ 285.73	
17	6"	\$ 218.00	\$ 231.08	\$ 247.26	\$ 264.56	\$ 283.08	\$ 302.90	\$ 324.10	\$ 346.79	\$ 371.06	\$ 395.18	\$ 420.87	
18	8"	\$ 300.00	\$ 318.00	\$ 340.26	\$ 364.08	\$ 389.56	\$ 416.83	\$ 446.01	\$ 477.23	\$ 510.64	\$ 543.83	\$ 579.18	
19	Sewer - Inside Village	\$ 5.40	\$ 5.71	\$ 6.04	\$ 6.39	\$ 6.75	\$ 7.14	\$ 7.55	\$ 7.99	\$ 8.27	\$ 8.56	\$ 8.85	
20	Sewer - Outside Village	\$ 10.80	\$ 11.42	\$ 12.08	\$ 12.77	\$ 13.51	\$ 14.28	\$ 15.10	\$ 15.97	\$ 16.53	\$ 17.11	\$ 17.71	
		Volume Charge											
		\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal
21	Water - Inside Village	\$ 13.66	\$ 14.48	\$ 15.49	\$ 16.58	\$ 17.74	\$ 18.98	\$ 20.31	\$ 21.73	\$ 23.25	\$ 24.76	\$ 26.37	
22	Water - Outside Village	\$ 27.32	\$ 28.96	\$ 30.99	\$ 33.16	\$ 35.48	\$ 37.96	\$ 40.62	\$ 43.46	\$ 46.50	\$ 49.52	\$ 52.74	
23	Sewer - Inside Village	\$ 3.02	\$ 3.19	\$ 3.38	\$ 3.57	\$ 3.78	\$ 3.99	\$ 4.22	\$ 4.47	\$ 4.62	\$ 4.78	\$ 4.95	
24	Sewer - Outside Village	\$ 6.04	\$ 6.39	\$ 6.75	\$ 7.14	\$ 7.55	\$ 7.99	\$ 8.45	\$ 8.93	\$ 9.25	\$ 9.57	\$ 9.90	

Table 3-3 shows the changes in monthly water bills over the study period, assuming all proposed rates are implemented through 2033. As shown on Lines 7 through 9, the impact of proposed rate increases aligns with percentage increases shown previously on Table 2-9.

Table 3-3: Typical Water Bills Under Existing and Proposed Rates

Line No.	Customer Type & Meter Size	Billable Flow	Monthly Bill Under Rates										
		Existing	Proposed										
		Kgal	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water Utility													
1	Residential (5/8" - 1")	5.0	\$ 76.30	\$ 80.88	\$ 86.54	\$ 92.60	\$ 99.08	\$ 106.01	\$ 113.44	\$ 121.38	\$ 129.87	\$ 138.31	\$ 147.30
2	Residential (5/8" - 1")	10.0	\$ 144.60	\$ 153.28	\$ 164.01	\$ 175.49	\$ 187.77	\$ 200.91	\$ 214.98	\$ 230.03	\$ 246.13	\$ 262.13	\$ 279.16
3	Residential (5/8" - 1")	15.0	\$ 212.90	\$ 225.67	\$ 241.47	\$ 258.37	\$ 276.46	\$ 295.81	\$ 316.52	\$ 338.68	\$ 362.38	\$ 385.94	\$ 411.02
Change in \$ over prior year													
4	Residential (5/8" - 1")			\$ 4.58	\$ 5.66	\$ 6.06	\$ 6.48	\$ 6.94	\$ 7.42	\$ 7.94	\$ 8.50	\$ 8.44	\$ 8.99
5	Residential (5/8" - 1")			\$ 8.68	\$ 10.73	\$ 11.48	\$ 12.28	\$ 13.14	\$ 14.06	\$ 15.05	\$ 16.10	\$ 16.00	\$ 17.04
6	Residential (5/8" - 1")			\$ 12.77	\$ 15.80	\$ 16.90	\$ 18.09	\$ 19.35	\$ 20.71	\$ 22.16	\$ 23.71	\$ 23.55	\$ 25.09
Change in % over prior year													
7	Residential (5/8" - 1")			6.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	6.5%	6.5%
8	Residential (5/8" - 1")			6.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	6.5%	6.5%
9	Residential (5/8" - 1")			6.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	6.5%	6.5%

Table 3-4 shows the changes in sewer bills over the study period, assuming all rate increases and proposed rates are implemented through 2033. As shown on Lines 7 through 9 the impact of proposed rate increases is approximately 5.75 percent per year through 2030, and then declines to 3.5 percent per year through 2033, aligning with percentage increases shown previously on Table 2-10.

Table 3-4: Typical Sewer Bills Under Existing and Proposed Rates

Line No.	Customer Type & Meter Size	Billable Flow	Monthly Bill Under Rates											
		Existing	Proposed											
		Kgal	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Sewer Utility														
1	Residential (5/8" - 1")	5.0	\$ 20.50	\$ 21.68	\$ 22.93	\$ 24.24	\$ 25.64	\$ 27.11	\$ 28.67	\$ 30.32	\$ 31.38	\$ 32.48	\$ 33.62	
2	Residential (5/8" - 1")	10.0	\$ 35.60	\$ 37.65	\$ 39.81	\$ 42.10	\$ 44.52	\$ 47.08	\$ 49.79	\$ 52.65	\$ 54.49	\$ 56.40	\$ 58.38	
3	Residential (5/8" - 1")	15.0	\$ 50.70	\$ 53.62	\$ 56.70	\$ 59.96	\$ 63.41	\$ 67.05	\$ 70.91	\$ 74.98	\$ 77.61	\$ 80.33	\$ 83.14	
Change in \$ over prior year														
4	Residential (5/8" - 1")			\$ 1.18	\$ 1.25	\$ 1.32	\$ 1.39	\$ 1.47	\$ 1.56	\$ 1.65	\$ 1.06	\$ 1.10	\$ 1.14	
5	Residential (5/8" - 1")			\$ 2.05	\$ 2.16	\$ 2.29	\$ 2.42	\$ 2.56	\$ 2.71	\$ 2.86	\$ 1.84	\$ 1.91	\$ 1.97	
6	Residential (5/8" - 1")			\$ 2.92	\$ 3.08	\$ 3.26	\$ 3.45	\$ 3.65	\$ 3.86	\$ 4.08	\$ 2.62	\$ 2.72	\$ 2.81	
Change in % over prior year														
7	Residential (5/8" - 1")			5.75%	5.75%	5.75%	5.75%	5.75%	5.75%	5.75%	3.50%	3.50%	3.50%	
8	Residential (5/8" - 1")			5.75%	5.75%	5.75%	5.75%	5.75%	5.75%	5.75%	3.50%	3.50%	3.50%	
9	Residential (5/8" - 1")			5.75%	5.75%	5.75%	5.75%	5.75%	5.75%	5.75%	3.50%	3.50%	3.50%	

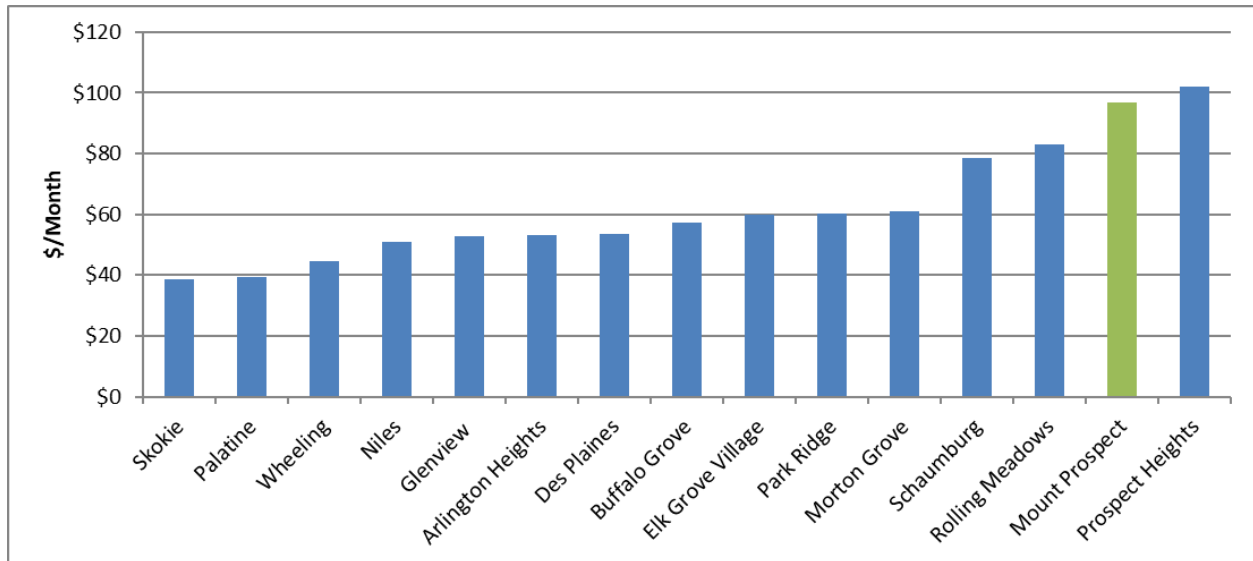
Table 3-5 shows the combined changes in water and sewer bills over the study period, assuming all rate increases and proposed rates are implemented through 2033. Lines 7 through 9 show the percentage change from year to year which consolidates the impact of proposed water and sewer rate increases.

Table 3-5: Typical Combined Water and Sewer Bills Under Existing and Proposed Rates

Line No.	Customer Type & Meter Size	Billable Flow Kgal	Monthly Bill Under Rates										
			Existing	Proposed									
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water and Sewer Utility													
1	5/8"	5.0	\$ 96.80	\$ 102.56	\$ 109.46	\$ 116.84	\$ 124.72	\$ 133.13	\$ 142.11	\$ 151.70	\$ 161.25	\$ 170.79	\$ 180.92
2	3/4"	10.0	\$ 180.20	\$ 190.92	\$ 203.82	\$ 217.59	\$ 232.29	\$ 248.00	\$ 264.77	\$ 282.68	\$ 300.62	\$ 318.53	\$ 337.54
3	1"	15.0	\$ 263.60	\$ 279.29	\$ 298.17	\$ 318.33	\$ 339.87	\$ 362.86	\$ 387.43	\$ 413.66	\$ 439.99	\$ 466.26	\$ 494.16
Change in \$ over prior year													
4	5/8"			\$ 5.76	\$ 6.91	\$ 7.38	\$ 7.88	\$ 8.41	\$ 8.98	\$ 9.59	\$ 9.56	\$ 9.54	\$ 10.13
5	3/4"			\$ 10.72	\$ 12.89	\$ 13.77	\$ 14.70	\$ 15.70	\$ 16.77	\$ 17.91	\$ 17.94	\$ 17.91	\$ 19.01
6	1"			\$ 15.69	\$ 18.88	\$ 20.16	\$ 21.53	\$ 23.00	\$ 24.56	\$ 26.23	\$ 26.33	\$ 26.27	\$ 27.90
Change in % over prior year													
7	5/8"			5.95%	6.74%	6.74%	6.74%	6.74%	6.75%	6.75%	6.30%	5.92%	5.93%
8	3/4"			5.95%	6.75%	6.76%	6.76%	6.76%	6.76%	6.76%	6.35%	5.96%	5.97%
9	1"			5.95%	6.76%	6.76%	6.76%	6.77%	6.77%	6.77%	6.37%	5.97%	5.98%

3.4 Regional Water and Sewer Typical Bills

A comparison of rates for fifteen regional utilities (including Mount Prospect) was conducted based on rates in effect as of August 1, 2023. Figure 3-1 shows a combined water and sewer bill for a 5/8-inch meter using 5,000 gallons a month for these regional providers. As shown in Figure 3-1, the regional typical bill ranges from about \$38 per month to about \$104 per month, with Mount Prospect currently at about \$97 a month under 2023 rates. The average across this survey is roughly \$60 per month.

Figure 3-1: Residential Water and Sewer Bill Comparison at 5,000 Gallons per Month

3.5 Statement of Limitations

In preparation of the Village of Mount Prospect Rate Study (Study), Burns & McDonnell relied upon information provided by the Village. The information included various analyses, computer-generated information and reports, audited financial reports, and other financial and statistical information, as well as other documents such as operating budgets and current rate schedules. In addition, input to key assumptions regarding expected future levels of revenue, sales, and expenditures was provided by Village staff to Burns & McDonnell. While Burns & McDonnell has no reason to believe that the information provided, and upon which Burns & McDonnell has relied, is inaccurate or incomplete in any material respect, Burns & McDonnell has not independently verified such information and cannot guarantee its accuracy or completeness.

Estimates and projections prepared by Burns & McDonnell relating to financial forecasting and costs are based on Burns & McDonnell's experience, qualifications, and judgment as a professional consultant. Since Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, economic conditions, government regulations and laws (including interpretation thereof), competitive bidding, and market conditions or other factors affecting such estimates or projections, Burns & McDonnell does not guarantee the accuracy of its estimates or predictions.



CREATE AMAZING.

Burns & McDonnell World Headquarters
9400 Ward Parkway
Kansas City, MO 64114
O 816-333-9400
F 816-333-3690
www.burnsmcd.com



Item Cover Page

Subject **Waive the rules requiring two readings of an ordinance and adopt AN ORDINANCE TO AMEND SOLID WASTE COLLECTION SERVICE RATES FOR INDIVIDUAL DWELLING UNITS SET FORTH IN CHAPTER 19, SECTION 19.202, VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS**

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

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category CONSENT AGENDA

Type Ordinance

Information

The Village changes refuse service rates intermittently. The Village had a property tax levy for refuse services prior to 2015. The levy was canceled starting in 2015, and a cost-based service model was adopted. The Village has to raise the rates for the refuse service as the cost of service increases. The Village has adopted the practice of changing rates for two-year periods.

Discussion

The current refuse rates are set to cover the actual cost of the refuse program. Refuse costs cover various components, including Republic Service contract fees, SWANCC (Solid Waste Agency of Northern Cook County) tipping fees, internal staffing costs for the leaf program, program management costs, and general overhead. Republic Services fees are set to increase by 2.25 percent annually. Tipping fees from SWANCC also have an annual increase from the agency based on their actual program costs. The Village's personnel and equipment costs are also increasing due to regular increases and inflation. The Village needs to increase its refuse service rates by 3.5 percent for the years 2026 and 2027 in response to these external increases. The 2026 approved budget includes a 3.5 percent increase in the refuse rates, and this ordinance formally adopted those approved in the budget.

2025 rate: \$291.30 (Annual)

2026 rate: \$301.50 (Annual), an annual increase of \$10.20 or 3.5% from 2025 rates

2027 and thereafter: \$312.05, an annual increase of \$10.55 or 3.5% from 2026 rates

Staff recommends approval of the attached Ordinance.

Alternatives

1. Waive the rules requiring two readings of an Ordinance and adopt the attached ordinance, increasing refuse rates for the years 2026 and 2027.
2. Action at the discretion of the Village Board.

Staff Recommendation

Waive the rules requiring two readings of an Ordinance and adopt the attached ordinance, increasing refuse rates for the years 2026 and 2027.

Attachments

1. Refuse Ordinance 2026-2027

Ordinance No. _____

AN ORDINANCE TO AMEND SOLID WASTE COLLECTION SERVICE RATES FOR
INDIVIDUAL DWELLING UNITS SET FORTH IN CHAPTER 19, SECTION 19.202,
VILLAGE CODE OF MOUNT PROSPECT, ILLINOIS

WHEREAS, the Village of Mount Prospect is a home rule municipality as defined by Article VII, § 6 of the Illinois Constitution of 1970, and

WHEREAS, the President and Board of Trustees of the Village of Mount Prospect desire to make certain amendments to the Village Code of Mount Prospect as set forth below and

WHEREAS, pursuant to the authority granted under the Illinois Municipal Code and in accordance with home rule authority granted to home rule municipalities, the President and Board of Trustees of the Village of Mount Prospect approve the amendments set forth below.

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

SECTION ONE: Section 19.202, 'Regulations with Respect to Consumers of Solid Waste Collection Services,' of Chapter 19, "Health Regulations," of the Mount Prospect Village Code shall be amended to read in its entirety as follows:

**Section 19.202: REGULATIONS WITH RESPECT TO CONSUMERS OF
SOLID WASTE COLLECTION SERVICES:**

A. 12. a. (1) Individual dwelling unit fees:

2026 - \$301.50

2027 and Thereafter - \$312.05

SECTION TWO: All other sections of the CHAPTER 19 – HEALTH REGULATIONS should remain unchanged as previously approved and adopted as the Mount Prospect Village Code.

SECTION THREE: 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 November 2025.

Paul Wm. 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 GRANTING A CONDITIONAL USE FOR A MASSAGE THERAPY ESTABLISHMENT AT THE PROPERTY 1699 WALL STREET, SUITE 550-Q, MOUNT PROSPECT, ILLINOIS (PZ-23-25)
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	
Budget Source	
Category	CONSENT AGENDA
Type	Action Item

Information

The petitioner (Sharon LMT S&M LLC) is proposing to re-establish a massage therapy practice at 1699 Wall Street Suite 550-Q (the subject property). Massage therapy businesses require conditional use approval. The subject property is zoned B-3 Community Shopping District. The proposed business meets the standards for a conditional use and staff is supportive of the request.

Discussion

Background: The subject property is a seven-story multi-tenant office building with a mixture of professional office uses. The petitioner formerly operated a massage therapy establishment ("A Plus Massages") at the subject property from 2016 to 2022, but she closed the business in 2022. The petitioner would like to re-establish her massage therapy business at the subject property.

Proposal: The petitioner, Sharon Mims of Sharon LMT S&M LLC, proposes to operate a 120-square foot massage establishment. The petitioner writes in her application that she strives to give her clients a better quality of life through the use of therapies to ease pain and promote overall wellness. Services outlined in the proposal include stretching, deep tissue, and Swedish massage. The petitioner indicates that she will be the sole practitioner, with proposed hours of operation: Monday through Wednesday, 11:00AM to 6:00PM. No changes are proposed for the interior or exterior of the building.

Parking: The subject property is zoned B-3 Community Shopping District. The subject property is a multi-story office building with adequate parking. The proposed business is by appointment only.

Massage Addendum: The petitioner submitted a business license application and a massage

therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments.

Public Comment: As of this writing, staff has not received public comment pertaining to the case.

Public Hearing: At the public hearing held on November 13, 2025, the Planning and Zoning Commission unanimously recommended approval of the conditional use request by a vote of 5-0. No members of the public were present to voice support or opposition.

Conditional Use Standards: Staff has reviewed the petitioner's request for a conditional use to operate a massage therapy establishment and finds that the standards have been met. Staff did not find evidence that the business would endanger public health, safety, morals, comfort, or general welfare. The petitioner formerly operated at the subject property for almost seven years without incident. The Police Department confirmed that the petitioner has met the minimum standards to obtain a massage establishment business license.

The petitioner is requesting a waiver of the second reading.

Alternatives

1. Approval of the following request: "A conditional use to operate a massage therapy establishment at 1699 Wall Street, Suite 550-Q, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location."
2. Action at the discretion of the Village Board.

Staff Recommendation

Approval of a conditional use to operate a massage therapy establishment at 1699 Wall Street, Suite 550-Q, subject to the conditions listed in the staff report.

Attachments

1. PZ-23-25 Staff Report
2. PZ-23-25 Administrative Content
3. PZ-23-25 Plans
4. PZ-23-25 (1699 Wall St) Minutes
5. PZ-23-25 Ordinance
6. PZ-23-25 Request to Waive 2nd Reading



DATE: November 6, 2025

CASE NUMBER

PZ-23-25

APPLICANT/PROPERTY OWNER

Sharon LMT S&M LLC /
Klaimont Investments LLC

PUBLIC HEARING DATE

November 13, 2025

PROPERTY ADDRESS/LOCATION

1699 Wall St 550-Q

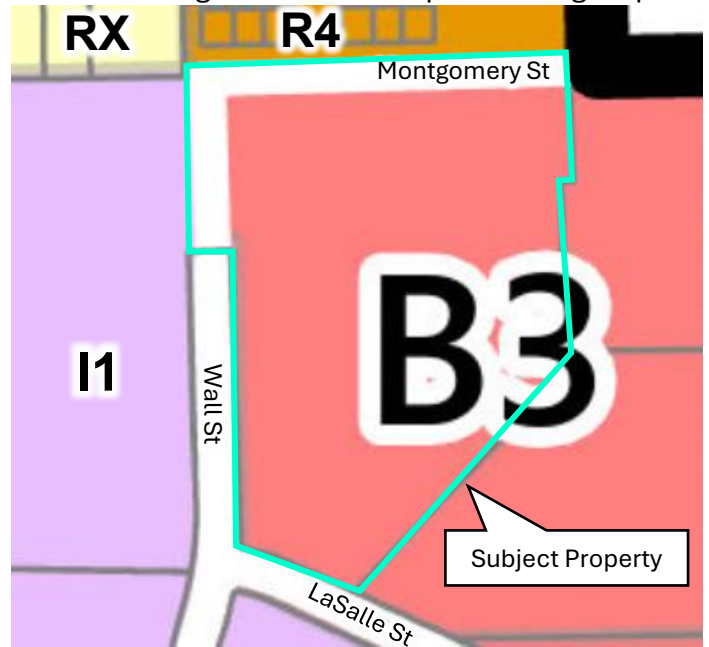
BRIEF SUMMARY OF REQUEST

The petitioner (Sharon LMT S&M LLC) is proposing to re-establish a massage therapy practice at 1699 Wall Street Suite 550-Q (the subject property). Massage therapy businesses require conditional use approval. The subject property is zoned B-3 Community Shopping District. The proposed business meets the standards for a conditional use and staff is supportive of the request.

2025 Aerial Image



2025 Village of Mount Prospect Zoning Map



EXISTING ZONING	EXISTING LAND USE/ SITE IMPROVEMENTS	SURROUNDING ZONING & LAND USE	SIZE OF PROPERTY
B-3 Community Shopping District	Multi-tenant office building	North: R-4 Multi Family Residential PUD East: B-3 Community Shopping District South: I-1 Limited Industrial PUD West: I-1 Limited Industrial PUD	120 SF (Tenant)

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND / PROPERTY HISTORY

The subject property is a seven-story multi-tenant office building with a mixture of professional office uses. The petitioner formerly operated a massage therapy establishment (“A Plus Massages”) at the subject property from 2016 to 2022, but she closed the business in 2022. The petitioner would like to re-establish her massage therapy business at the subject property. Massage therapy businesses require a new conditional use approval when there is a change of location or a change of ownership, or when the use is discontinued for 120 days.

PROPOSAL

The petitioner, Sharon Mims of Sharon LMT S&M LLC, proposes to operate a 120-square foot massage establishment at the subject property. The petitioner writes in her application that she strives to give her clients a better quality of life through the use of therapies to ease pain and promote overall wellness. The petitioner states that she will establish connections with local medical professionals and continue to build her reputation as a local authority on massage-based medical care. Services outlined in the proposal include stretching, deep tissue, and Swedish massage. The petitioner indicates that she will be the sole practitioner, with proposed hours of operation Monday through Wednesday, 11:00AM to 6:00PM. No changes are proposed for the interior or exterior of the building.

The subject property is zoned B-3 Community Shopping District. The subject property is a multi-story office building with adequate parking. The proposed business is by appointment only and the petitioner will be the sole practitioner. The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments.

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.

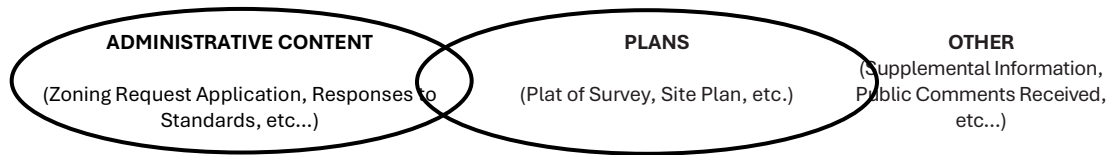
STAFF RECOMMENDATION

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:

1. “A conditional use to operate a massage therapy establishment at 1699 Wall Street 550-Q, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location.”

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

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 in their application that the business is not harmful and it addresses not only muscle tension but also depression, PTSD, and anxiety. The petitioner asserts that the establishment will not impede surrounding property. The petitioner notes that their request will not impact public utilities or access roads. The petitioner reports that she will take necessary safety measures for her clients. The petitioner states that the business is not contrary to the Comprehensive Plan. The petitioner affirms that she will operate the business respectfully and will follow rules as she has done in the past.

Staff's Findings: Staff has reviewed the petitioner's request for a conditional use to operate a massage establishment and finds that the standards have been met. The Police Department confirmed that the petitioner has met the standards to obtain a massage establishment business license. Staff finds that the proposal will not endanger public health, safety, morals, comfort, or general welfare. The business operated in Mount Prospect from 2016 to 2022 without incident, and no substantial changes are proposed. No physical changes are proposed that would impede improvement of the surrounding properties, impact public utilities or drainage, or cause traffic congestion in the public streets. The subject property is designated "Mixed Use District" in the future land use plan and the proposed personal services use is complimentary to the mix of professional office uses in the building.



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 - 23 - 25 Date of Submission: 10/6/25 Hearing Date: _____
Project Name/Address: Sharon LMT S&M LLC / 1699 Wall St 550-Q

I. Subject Property

Address(es): 1699 Wall Street Mt. Prospect 60056
Zoning District (s): B-3 Property Area (Sq.Ft. and/or Acreage): 10x12
Parcel Index Number(s) (PIN(s)): 08-23-203-039-0000

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

- ☒ Conditional Use: For MASSAGE THERAPY
☐ Variation(s): To _____
☐ Zoning Map Amendment: Rezone From _____ To _____
☐ Zoning Text Amendment: Section(s) _____
☐ Other: _____

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

HEALTH and WELLNESS, Therapeutic, to help with
Muscle Ache, Stretching, DEEP TISSUE Swedish helping
Veterans, Depression, Anxiety ALL Therapeutic NO
Product Sells.

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

Name: SHARON A. Minis Corporation: Sharon Minis L.M.T.
Address: 2629 75th St
City, State, ZIP Code: Woodridge IL 60517
Phone: [REDACTED] Email: [REDACTED]
Interest in Property: 1699 Wall St Mt. Prospect IL 60056
(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner☐ Check if Same as ApplicantName: Imperial Realty Corporation: _____Address: 4747 W. Peterson Ave #200City, State, ZIP Code: Chicago IL 60646

Phone: [REDACTED] Email: [REDACTED]

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: _____

Sharon A. Mims
(Signature)Date: 08-25-2025SHARON A. MIMS
(Print or Type Name)

If applicant is not property owner:

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

Property Owner: _____

[Signature]
(Signature)Date: 9/10/25Julia Kraimont
(Print or Type Name)

Affidavit of Ownership

COUNTY OF COOK)
STATE OF ILLINOIS)

I, JW Julia Klairmont, 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 1699 Wall Street, Mt. Prospect, IL
(property address and PIN)

and that such property is owned by Imperial Realty Co as of this date.
(print name)

[Signature]
Signature

Subscribed and sworn to before
me this 10 day of
September, 2025.

Victoria Mary Hawthorne
Notary Public



QUITCLAIM DEED

The GRANTOR, KLAIRMONT WALL STREET, LLC, an Illinois limited liability company, created and existing under the laws of the State of Illinois, 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, the receipt and sufficiency of which is hereby acknowledged, CONVEYS and QUITCLAIMS unto KLAIRMONT INVESTMENTS, L.L.C., an Illinois limited liability company, Grantee, having its principal place of business at 4747 West Peterson Avenue, Chicago, Illinois, all of its right, title and interest in and to the following described Real Estate located in the County of Cook, in the State of Illinois:



Doc# 1100716001 Fee: \$42.00
Eugene "Gene" Moore H&P Ref \$100
Doc# County Record of Deeds
Date 01/21/2011 08:39 AM Pg 1 of 4

See legal description on **Exhibit A** attached hereto

Address of Real Estate 1699 Wall Street, Mt. Prospect, Illinois
Permanent Real Estate Index Numbers 08-23-203-039

Exempt under the provisions of Paragraph (c), 5 ILCS 200/31-45, the Real Estate Transfer Law

Dated this 10th day of August, 2010

Klairmont Wall Street, LLC, an Illinois limited liability company
By CDECRE, LLC, a Delaware limited liability company, its sole member

SEC 13 2010
35821 *35821*

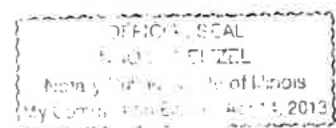
By *[Signature]*
Name William Golden
Title SR Vice President

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *MIR. ANI GOLDEN*, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that they signed and delivered said instrument as the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *8th* day of *November*, 2010

[Signature]
Notary Public



This instrument was prepared by Louis Pretokin, Imperial Realty Company 4747 W. Peterson, Chicago, IL 60646

MAIL TO
Imperial Realty Company
4747 West Peterson Avenue
Chicago, IL 60646

SEND SUBSEQUENT TAX BILLS TO
Same

First American Title Order #
1084 *NOV 458275*
ARABAS

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 4 IN LINNEMAN'S DIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH 477.78 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED September 10, 1953 AS DOCUMENT NUMBER 15716544 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 WITH THE WEST LINE OF ELMHURST ROAD, SAID WEST LINE BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 90 DEGREES 00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 209.48 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 562.52 FEET; THENCE SOUTH 00 DEGREES 00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 270.28 FEET; THENCE NORTH 90 DEGREES 00'00" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, 46.00 FEET; THENCE SOUTH 00 DEGREES 00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 398.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 532.07 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 46.58 FEET; (THE CHORD OF SAID ARC BEARS SOUTH 02 DEGREES 30'28" WEST 46.56 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 233.00 FEET, AN ARC DISTANCE OF 73.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 72 DEGREES 25'08" EAST, 72.98 FEET); THENCE SOUTH 63 DEGREES 24'33" EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 104.65 FEET; THENCE NORTH 45 DEGREES 50'20" EAST 469.74 FEET; THENCE NORTH 00 DEGREES 00'00" EAST 288.95 FEET; THENCE NORTH 90 DEGREES 00'00" EAST, 18.44 FEET; THENCE NORTH 00 DEGREES 00'00" EAST, 168.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EASEMENT FOR UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 OVER, UNDER AND ACROSS THAT PORTION OF THE WEST 30.00 FEET OF THE EAST 730.00 FEET OF LOT 4 IN LINNEMAN'S DIVISION AFOREDESCRIBED LYING NORTH OF THE NORTH LINE OF ALGONQUIN ROAD AND SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AS CREATED BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594254 (EXCEPTING THAT PART THEREOF FALLING WITHIN PARCEL 1 ABOVE).

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: August 10, 2010

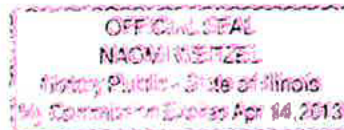
Signature: _____

Agent for Grantor

Subscribed and sworn to before
me by the said agent,

this 8th day of August, 2010
November

Naomi Weitzel
Notary Public



The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: August 10, 2010

Signature: _____

Agent for Grantee

Subscribed and sworn to before
me by the said agent,

this 20th day of August, 2010
reimber

Ann Regan
Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS AND ACCESS AND UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT (HEREIN CALLED THE DECLARATION) RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594255, AS AMENDED BY AMENDED AND RESTATED DECLARATION RECORDED AS DOCUMENT 0927331126 AND RE-RECORDED AS DOCUMENT 1002218050, TO, FROM AND BETWEEN THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AND ELMHURST ROAD 117, ON, UNDER, OVER AND ACROSS THE NORTH 27 FEET OF THE FOLLOWING PARCEL OF REAL PROPERTY (HEREIN CALLED 'PARCEL D'): THAT PART OF LOT 4, IN LINNEMAN'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1953 AS DOCUMENT NO. 15716544, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF ELMHURST ROAD AND THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 0 DEGREES 34 MINUTES 20 SECONDS WEST ALONG THE SAID WEST LINE OF ELMHURST ROAD, A DISTANCE OF 430.04 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 191.02 FEET; THENCE SOUTH 45 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 42.69 FEET; THENCE NORTH PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 288.94 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 18.44 FEET; THENCE NORTH, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 168.00 FEET TO THE SAID NORTH LINE OF LOT 4; THENCE EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 209.48 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. NOTE: THE SERVIENT LAND IS SHOWN AS PARCEL A ON SAID PLAT.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, FOR PARKING OF VEHICLES UPON PARCEL 'D' AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 24594255, AS AMENDED BY AMENDED AND RESTATED DECLARATION RECORDED AS DOCUMENT 0927331126 AND RE-RECORDED AS DOCUMENT 1002218050 IN COOK COUNTY, ILLINOIS. NOTE: THE SERVIENT LAND IS SHOWN AS PARCEL A ON SAID PLAT.

The PROPERTY IS COMMONLY KNOWN AS: 1699 WALL STREET MOUNT PROSPECT, IL 60056

PIN: 08-23-203-039-0000

TOTAL PAYMENT DUE

\$0.00

2024 First Installment Property Tax Bill - Cook County Electronic Bill

By 11/01/25
 IF PAYING LATE,
 PLEASE PAY

Property Index Number (PIN) 08-23-203-039-0000
 Volume 050
 Code 16048
 Tax Year 2024
 (Payable In) (2025)
 Township ELK GROVE
 Classification 5-91

11/02/2025 - 12/01/2025 \$0.00
 12/02/2025 - 01/01/2026 \$0.00
 01/02/2026 - 02/01/2026 \$0.00
LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	94.66%
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	54.00%
Mt Prospect Park District	\$34,370,083	\$36,220,947	\$3,999,183	88.96%
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	0.00%
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	99.60%
Comm Consolidated SD 59 (Arlington Hts)	\$13,824,049	\$150,264,026	\$9,719,629	93.53%
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	63.51%
Town of Elk Grove	\$70,673	\$7,617,011	\$398,884	94.76%
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	45.33%
Total	\$12,237,349,464	\$31,199,225,426	\$16,515,228,479	

For a more in-depth look at government finances and how they affect your taxes, visit cookcountytreasurer.com

PAY YOUR TAXES ONLINE

Pay at cookcountytreasurer.com from your bank account or credit card.

IMPORTANT MESSAGES

TAX CALCULATOR

2023 TOTAL TAX		402,100.89
2024 ESTIMATE	X	55%
2024 1st INSTALLMENT	=	221,155.49

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

PROPERTY LOCATION

1699 WALL ST
 MOUNT PROSPECT IL 60056

MAILING ADDRESS

IMPERIAL REALTY CO
 4747 W PETERSON
 CHICAGO IL 60646-5712

*** Please see 2024 First Installment Payment Coupon next page ***

Cook County Payment Coupon

DETACH & INCLUDE WITH PAYMENT

\$

Page 83 of 361

Your Property Tax Overview

TOTAL TAXING DISTRICT DEBT ATTRIBUTED TO YOUR PROPERTY

Total Taxing District Debt Attributed to Your Property: **\$603,113**

Property Value: **\$6,173,156**

Total Debt % Attributed to Your Property Value: **9.8%**

To see the 20-Year History of Your Property Taxes, [click here](#)

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

[See Details Here](#)

OVERVIEW - PAYMENTS

Property Index Number (PIN): **08-23-203-039-0000**

[BEGIN A NEW SEARCH](#)



[Incorrect Image? Click Here.](#)

Property Location:

1699 WALL ST
MOUNT PROSPECT, IL 60056-6213

Volume: 050

Scroll down for more information.

Mailing Information:

IMPERIAL REALTY CO
4747 W PETERSON
CHICAGO, IL 60646-5712

[Update Your Information](#)

Are Your Taxes Paid?

Tax Year 2023 (billed in 2024) Total Amount Billed: \$402,100.89

1st INSTALLMENT - Tax Year 2023

Original Billed Amount: \$212,355.87
Due Date: 03/01/2024
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

2nd INSTALLMENT - Tax Year 2023

Original Billed Amount: \$189,745.02
Due Date: 08/01/2024
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

Total Amount Due: **\$0.00**

[Expand Payment Details ▼](#)

Tax Year 2024 (billed in 2025) Total Amount Billed: \$221,155.49

1st INSTALLMENT - Tax Year 2024

Original Billed Amount:

\$221,155.49

Due Date:

03/04/2025

Tax:

\$0.00

Interest:

\$0.00

Current Amount Due:

\$0.00

Total Amount Due: **\$0.00**

[Expand Payment Details](#) ▼

About payments: Payments are recorded the date they are received. They appear on the website about three business days later.

Download Your Tax Bill

Open a PDF of your tax bill that can be printed and used to pay in person or by mail.

-  [Tax Year 2023 Second Installment](#) Due Thursday, August 1, 2024
-  [Tax Year 2024 First Installment](#) Due Tuesday, March 4, 2025

Stop receiving your tax bill by mail.

 [Sign up for eBilling to receive future tax bills via email.](#)

Are There Any Overpayments on Your PIN?

Our records do not indicate a refund available on the PIN you have entered.

Have You Received Your Exemptions in These Tax Years?

	2023	2022	2021	2020
Homeowner Exemption:	NO	NO	NO	NO
Senior Citizen Exemption:	NO	NO	NO	NO
Senior Freeze Exemption:	NO	NO	NO	NO
Returning Veteran Exemption:	NO	NO	NO	NO
Disabled Person Exemption:	NO	NO	NO	NO
Disabled Veteran Exemption:	NO	NO	NO	NO

Tax Year 2024 exemptions granted by the Assessor will be reflected on your Second Installment tax bill.

**BOMA/CHICAGO
STANDARD OFFICE LEASE**

\$90.00

THIS LEASE is made this 6th day of August, 2025 between Imperial Realty Company as agent for Klairmont Investments, L.L.C., an Illinois limited liability company, having an address at 4747 West Peterson Avenue, Suite 200, Chicago, Illinois 60646 ("Landlord") and A Plus Massages, P.C., an Illinois professional corporation, having an address at c/o Sharon Mims, 2629 75th Street, Woodridge, Illinois 60517 ("Tenant"), for space in the building known as or located at 1699 Wall Street, Mount Prospect, Illinois 60056 (such building, together with the land upon which it is situated, being herein referred to as the "Building"). The following schedule (the "Schedule") sets forth certain basic terms of this Lease:

1. Premises: <u>Suite 550-Q consisting of approximately</u>	7. CPI Factor: <u>N/A</u>
<u>173 rentable square feet</u>	8. CPI Base Month: <u>N/A</u>
2. Total Annual Base Rent: <u>\$2667.65</u>	9. Security Deposit: <u>\$522.00</u>
3. Monthly Base Rent: <u>\$231.00</u>	10. Broker: <u>Imperial Realty Company</u>
4. Tenant's Proportionate Share: <u>N/A</u>	11. Commencement Date: <u>August 15, 2025</u>
5. Base Expenses/Month: <u>N/A</u>	12. Expiration Date: <u>July 31, 2026</u>
6. Base Taxes or Base Tax Year: <u>N/A</u>	13. Guarantor: <u>None</u>

1. DEMISE AND TERM. Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule and shown on the plan, if any, attached hereto, subject to the covenants and conditions set forth in this Lease, for a term (the "Term") commencing on the date (the "Commencement Date") described in Item 11 of the Schedule and expiring on the date (the "Expiration Date") described in Item 12 of the Schedule, unless terminated earlier as otherwise provided in this Lease.

2. RENT.

A. Definitions. For purposes of this Lease, the following terms shall have the following meanings:

- (i) "Base Expenses" or "Base Expense Year" shall mean the amount or the year set forth in Item 5 of the Schedule.
- (ii) "Base Taxes" or "Base Tax Year" shall mean the amount or the year set forth in Item 6 of the Schedule.
- (iii) "CPI Base Month" shall mean the month set forth in Item 8 of the Schedule.
- (iv) "CPI Factor" shall mean the decimal equivalent of the percentage set forth in Item 7 of the Schedule.
- (v) "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W). All Items, Chicago-Gary-Lake County (IL-IN-WI) (1982-1984 equals 100) of the United States Department of Labor Bureau of Labor Statistics. If such index is no longer published at any time, the Consumer Price Index shall mean a comparable index selected by Landlord.
- (vi) "Expenses" shall mean all expenses, costs and disbursements (other than Taxes) paid or incurred by Landlord in connection with the ownership, management, maintenance, operation, replacement and repair of the Building. Expenses shall not include: (a) costs of tenant alterations; (b) costs of capital improvements (except for costs of any capital improvements made or installed for the purpose of reducing Expenses or made or installed pursuant to governmental requirement or insurance requirement, which costs shall be amortized by Landlord in accordance with sound accounting and management principles); (c) interest and principal payments on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Expenses) or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Taxes and Expenses); (d) advertising expenses and leasing commissions; (e) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise, except through Adjustment Rent (hereinafter defined); (f) the cost of any kind of service furnished to any other tenant in the Building which Landlord does not generally make available to all tenants in the Building; (g) legal expenses of negotiating leases; (h) salaries and fringe benefits of employees above the grade of building manager. Expenses shall be determined on a cash or accrual basis, as Landlord may elect.
- (vii) "Rent" shall mean Base Rent, Adjustment Rent, Index Rent and any other sums or charges due by Tenant hereunder.
- (viii) "Taxes" shall mean all taxes, assessments and fees levied upon the Building, the property of Landlord located therein or the rents collected therefrom, by any governmental entity based upon the ownership, leasing, renting or operation of the Building, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year (a) from special assessments payable in installments shall be the amount of the installments (and any interest) due and payable during such year, and (b) from all other Taxes shall at Landlord's election either be the amount accrued, assessed or otherwise imposed for such year or the amount due and payable in such year.
- (ix) "Tenant's Proportionate Share" shall mean the percentage set forth in Item 4 of the Schedule which has been determined by dividing the rentable square feet in the Premises by the rentable square feet in the Building.

B. Components of Rent. Tenant agrees to pay the following amounts to Landlord at the office of the Building or at such other place as Landlord designates:

- (i) Base Rent ("Base Rent") to be paid in monthly installments in the amount set forth in Item 3 of the Schedule in advance on or before the first day of each month of the Term, except that Tenant shall pay the first month's Base Rent upon execution of this Lease.
- (ii) Adjustment Rent ("Adjustment Rent") is an amount equal to Tenant's Proportionate Share of (a) the increase in Expenses for any calendar year over the Base Expenses and (b) the increase in Taxes for any calendar year over the Base Taxes. (If the Schedule sets forth a Base Expense Year and a Base Tax Year rather than Base Expenses and Base Taxes, the Base Expenses and the Base Taxes shall equal the amount of Expenses and Taxes, respectively, for the Base Expense Year and the Base Tax Year.) Prior to each calendar year, Landlord shall estimate the amount of Adjustment Rent due for such year, and Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month during such year. Such estimate may be revised by Landlord whenever it obtains information relevant to making such estimate more accurate. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the actual Expenses and Taxes for such calendar year and a statement of the amount of Adjustment Rent that Tenant has paid and is payable for such year. Within thirty days after receipt of such report, Tenant shall pay to Landlord the amount of Adjustment Rent due for such calendar year minus any payments of Adjustment Rent made by Tenant for such year. If Tenant's estimated payments of Adjustment Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant.
- (iii) Index Rent ("Index Rent") is an amount each calendar year equal to the product of (a) the annual Base Rent, multiplied by (b) the CPI Factor, multiplied by (c) the decimal equivalent of the percentage increase in the Consumer Price Index between the CPI Base Month and the last month of such year. Prior to each calendar year, Landlord shall estimate the amount of Index Rent due for such year, and Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month of such year. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the Consumer Price Index for the last month of such calendar year and the amount of Index Rent that Tenant has paid and is payable for such year. Within thirty days after the receipt of such report, Tenant shall pay to Landlord the amount of Index Rent due for such calendar year minus any payments of Index Rent made by Tenant for such year. If Tenant's estimated payments of Index Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant.

C. Payment of Rent. The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a calendar year, respectively, the Rent for the year in which this Lease so begins or ends shall be prorated and the monthly installments shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without offset or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) if during all or any portion of any year the Building is not fully rented and occupied, Landlord may elect to make an appropriate adjustment of Expenses and/or Taxes for such year to determine the Expenses that would have been paid or incurred by Landlord had the Building been fully rented and occupied for the entire year and the amount so determined shall be deemed to have been the Expenses and/or Taxes for such year; (iv) any sum due from Tenant to Landlord which is not paid when due shall bear interest from the date due until the date paid at the greater of the annual rate of two percentage points above the rate then most recently announced by The First National Bank of Chicago Bank of America or its successor as its corporate base lending rate, from time to time in effect, and of 18% per annum, but in no event higher than the maximum rate permitted by law (the "Default Rate"); and, in addition, Tenant shall pay Landlord a late charge for any Rent payment which is paid more than five days after its due date equal to the greater of five percent of such payment, or \$25.00; (v) if changes are made to this Lease or the Building changing the number of square feet contained in the Premises or in the Building, Landlord shall make an appropriate adjustment to Tenant's Proportionate Share; (vi) Tenant shall have the right to inspect Landlord's accounting records relative to Expenses and Taxes during normal business hours at any time within thirty days following the furnishing to Tenant of the annual statement of Rent Adjustment; and, unless Tenant shall take written exception to any item in any such statement within such thirty-day period, such statement shall be considered as final and accepted by Tenant; (vii) in the event of the termination of this Lease prior to the determination of any Adjustment Rent or Index Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any such sums (provided Tenant is not in default hereunder) shall survive the termination of this Lease; (viii) no adjustment to the Rent by virtue of the operation of the rent adjustment provisions in this Lease shall result in the payment by Tenant in any year of less than the Base Rent shown on the Schedule; (ix) Landlord may at any time change the fiscal year of the Building; (x) each amount owed to Landlord under this Lease for which the date of payment is not expressly fixed shall be due on the same date as the Rent listed on the statement showing such amount is due, and (xi) if Landlord fails to give Tenant an estimate of Adjustment Rent or Index Rent prior to the beginning of any calendar year, Tenant shall continue to pay Adjustment Rent or Index Rent, as the case may be, at the rate for the previous calendar year until Landlord delivers such estimate.

3. **Care.** Tenant agrees that it shall occupy and use the Premises only as business offices *massage therapy business* and for no other purposes. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws.

4. **CONDITION OF PREMISES.** Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant, except as stated herein or in a separate work letter, if any, executed by Landlord and Tenant.

5. **BUILDING SERVICES.**

A. **Basic Services.** Landlord shall furnish the following services: (i) heating and air conditioning to provide a temperature condition required, in Landlord's judgment, for comfortable occupancy of the Premises under normal business operations, daily from 8:00 A.M. to 6:00 P.M. (Saturday from 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted; (ii) water for drinking, and, subject to Landlord's approval, water at Tenant's expense for any private restrooms and office kitchen requested by Tenant; (iii) men's and women's restrooms at locations designated by Landlord, in common with other tenants of the Building; (iv) daily janitor service in the Premises, so long as Tenant is not in default of the Lease and/or forty days or more delinquent in Rent payments, and common areas of the Building, weekends and holidays excepted, including periodic outside window washing of the perimeter windows in the Premises; and (v) passenger elevator service in common with Landlord and other tenants of the Building, 24 hours a day, 7 days a week; and freight elevator service daily, weekends and holidays excepted, upon request of Tenant and subject to scheduling and charges by Landlord.

B. **Electricity.** Electricity shall be distributed to the Premises either by the electric utility company serving the Building or, at Landlord's option, by Landlord; and Landlord shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for such distribution. If and so long as Landlord is distributing electricity to the Premises, Tenant shall obtain all of its electricity from Landlord and shall pay all of Landlord's charges, which charges shall be based, at Landlord's option, either on meter readings or on a survey of Tenant's electrical usage made by Landlord or on Tenant's prorata share of all space, including the Premises, which is commonly metered with the Premises. If the electric utility company is distributing electricity to the Premises, Tenant at its cost shall make all necessary arrangements with the electric utility company for metering and paying for electric current furnished to the Premises. All electricity used during the performance of janitor service, or the making of any alterations or repairs in the Premises, or the operation of any special air conditioning systems serving the Premises shall be paid for by Tenant.

C. **Telephones.** Tenant shall arrange for telephone service directly with one or more of the public telephone companies servicing the Building and shall be solely responsible for paying for such telephone service. If Landlord acquires ownership of the telephone cables in the Building at any time, Landlord shall permit Tenant to connect to such cables on such terms and conditions as Landlord may prescribe. In no event does Landlord make any representation or warranty with respect to telephone service in the Building, and Landlord shall have no liability with respect thereto.

D. **Additional Services.** Landlord shall not be obligated to furnish any services other than those stated above. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay Landlord's then prevailing charges for such services. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises; and Tenant shall pay for the cost of installation and maintenance thereof.

E. **Failure or Delay in Furnishing Services.** Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above if such failure or delay is caused, in whole or in part, by any one or more of the events stated in Section 25(j) below, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due or from any other obligations of Tenant under this Lease.

6. **RULES AND REGULATIONS.** Tenant shall observe and comply, and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with the rules and regulations listed on Exhibit A attached hereto and with such reasonable modifications and additions thereto as Landlord may make from time to time. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.

7. **CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use of common areas, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (g) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

8. **MAINTENANCE AND REPAIRS.** Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, contractors and agents, to the extent Landlord is not reimbursed for such costs under its insurance policies. Subject to the preceding sentence, Landlord shall perform any maintenance or make any repairs to the Building as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as Landlord may be required or requested to do by the City of Chicago or by the order or decree of any court or by any other proper authority.

9. **ALTERATIONS.**

A. **Requirements.** Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively an "alteration") without the prior written consent of Landlord. In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord and any other parties designated by Landlord as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. Tenant agrees to pay Landlord's standard charges for review of all such items and supervision of the alteration. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees, contractors and other tenants. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease.

B. **Liens.** Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within ten days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

10. **INSURANCE.** Tenant, at its expense, shall maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Tenant's expense, and all other property owned or used by Tenant and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord may from time to time require. The form of all such policies and deductibles

thereunder shall be subject to Landlord's prior approval. All such policies shall be issued by insurers acceptable to Landlord and licensed to do business in the State of Illinois and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall name Landlord and any other parties designated by Landlord as additional insureds, shall require at least thirty days' prior written notice to Landlord of termination or modification and shall be primary and not contributory. Tenant shall, at least ten days prior to the Commencement Date, and within ten days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

11. WAIVER AND INDEMNITY.

A. Waiver. Tenant releases Landlord, Landlord's beneficiaries and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the Building or the Premises or any part thereof or any equipment therein becoming in disrepair, or resulting from any accident in or about the Building. This paragraph shall apply particularly, but not exclusively, to flooding, damage caused by Building equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, excessive noise or vibration or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices. Without limiting the generality of the foregoing, Tenant waives all claims and rights of recovery against Landlord, Landlord's beneficiaries and their respective agents and employees for any loss or damage to any property of Tenant, which loss or damage is insured against, or required to be insured against, by Tenant pursuant to Section 10 above, whether or not such loss or damage is due to the fault or negligence of Landlord or such beneficiaries, agents or employees, and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect.

B. Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's beneficiaries and their respective agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including attorneys' fees), for injuries to any persons and damage to or theft or misappropriation or loss of property occurring in or about the Building and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises (including, without limitation, any alteration by Tenant) or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease or due to any other act or omission of Tenant, its subcontractors, assignees, invitees, employees, contractors and agents. Without limiting the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from any claims, liabilities, damages, costs and expenses arising out of the use or storage of hazardous or toxic materials in the Building by Tenant. If any such proceeding is filed against Landlord or any such indemnified party, Tenant agrees to defend Landlord or such party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord, if requested by Landlord.

12. FIRE AND CASUALTY. If all or a substantial part of the Premises or the Building is rendered untenantable by reason of fire or other casualty, Landlord may, at its option, either restore the Premises and the Building, or terminate this Lease effective as of the date of such fire or other casualty. Landlord agrees to give Tenant written notice within sixty days after the occurrence of any such fire or other casualty designating whether Landlord elects to so restore or terminate this Lease. If Landlord elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If Landlord elects to restore, Landlord's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other casualty which were made at Landlord's expense and shall exclude any furniture, equipment, fixtures, additions, alterations or improvements in or to the Premises which were made at Tenant's expense. If Landlord elects to restore, Rent shall abate for that part of the Premises which is untenantable on a per diem basis from the date of such fire or other casualty until Landlord has substantially completed its repair and restoration work, provided that Tenant does not occupy such part of the Premises during said period.

13. CONDEMNATION. If the Premises or the Building is rendered untenantable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation. If such condemnation does not render the Premises or the Building untenantable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation for any condemnation. Tenant hereby assigns to Landlord any right Tenant may have to such compensation, and Tenant shall make no claim against Landlord or the condemning authority for compensation for termination of Tenant's leasehold interest under this Lease or interference with Tenant's business.

14. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent. Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder. For the purposes of this paragraph, the transfer (whether direct or indirect) of all or a majority of the capital stock in a corporate Tenant (other than the shares of the capital stock of a corporate Tenant whose stock is publicly traded) or the merger, consolidation or reorganization of such Tenant and the transfer of all or any general partnership interest in any partnership Tenant shall be considered a Transfer.

B. Standards for Consent. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least sixty days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer and the transferee. If Landlord does not terminate this Lease, in whole or in part, pursuant to Section 14C, Landlord shall not unreasonably withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by Landlord in leasing the Building; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the purpose for which the transferee intends to use the Premises or portion thereof is in violation of the terms of this Lease or the lease of any other tenant in the Building; (iv) the transferee is a tenant of the Building; or (v) any other bases which Landlord reasonably deems appropriate. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefor shall be to seek specific performance of Landlord's obligation to consent to such Transfer.

C. Recapture. Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a Transfer. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty days after the date on which Tenant has furnished to Landlord all of the items required under Section 14B above. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) sixty days after the date of Landlord's notice of termination. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof. If Landlord consents to any Transfer, Tenant shall pay to Landlord all rent and other consideration received by Tenant in excess of the Rent paid by Tenant hereunder for the portion of the Premises so transferred. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord any attorneys' fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer.

15. SURRENDER. Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner; and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant, or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense without notice to Tenant and without obligation to compensate Tenant.

16. DEFAULTS AND REMEDIES.

A. Default. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within five days after notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty days (or immediately if the failure involves a hazardous condition) after notice from Landlord; (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant or any guarantor of this Lease dies or dissolves; (v) Tenant abandons or vacates the Premises; (vi) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty days after filing; or (vii) any of the foregoing shall occur relative to Tenant's tenancy in another portion of the Building or another building, in which Imperial Realty Company is agent for owner.

B. Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

C. Reletting. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may

any lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Tenant shall reimburse Landlord for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, attention, and other expenses incurred to secure a new tenant for the Premises. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

D. Termination of Lease. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date plus Landlord's estimate of the aggregate expenses of reletting the Premises, exceeds Landlord's estimate of the fair rental value of the Premises for the same period (after deducting from such fair rental value the time needed to relet the Premises and the amount of concessions which would normally be given to a new tenant) both discounted to present value at the rate of five percent per annum.

E. Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

F. Bankruptcy. If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and Landlord expressly reserves all of its rights, claims, and remedies thereunder.

G. Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

H. Venue. If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the federal or state courts located in Chicago, Illinois. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

I. Holding Over. If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at double the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year for the fair market rental value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

18. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit the security deposit set forth in Item 9 of the Schedule (the "Security Deposit") with Landlord as security for the performance of Tenant's obligations under this Lease. Upon the occurrence of a Default, Landlord may use all or any part of the Security Deposit for the payment of any Rent or for the payment of any amount which Landlord may pay or become obligated to pay by reason of such Default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of such Default. If any portion of the Security Deposit is used, Tenant shall within five days after written demand therefor deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event shall the Security Deposit be considered an advanced payment of Rent, and in no event shall Tenant be entitled to use the Security Deposit for the payment of Rent. If no default by Tenant exists hereunder, the Security Deposit or any balance thereof shall be returned to Tenant within thirty days after the expiration of the Term and vacation of the Premises by Tenant. Landlord shall have the right to transfer the Security Deposit to any purchaser of the Building. Upon such transfer, Tenant shall look solely to such purchaser for return of the Security Deposit, and Landlord shall be relieved of any liability with respect to the Security Deposit.

19. SUBSTITUTION OF OTHER PREMISES. At any time hereafter, Landlord may upon thirty days' prior notice to Tenant substitute for the Premises other premises in the Building (the "New Premises"), provided that the New Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the expenses of moving Tenant from the Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Premises.

20. ESTOPPEL CERTIFICATE. Tenant agrees that, from time to time upon not less than ten days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no off-sets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); and (vi) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, or other person having or acquiring an interest in the Building. If Tenant fails to execute and deliver any such certificate within ten days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's beneficiaries as Tenant's attorneys-in-fact to execute and deliver such certificate in Tenant's name.

21. SUBORDINATION. This Lease is and shall be expressly subject and subordinate at all times to (i) any ground or underlying lease of the Building, now or hereafter existing, and all amendments, renewals and modifications to any such lease; and (ii) the lien of any mortgage or trust deed now or hereafter encumbering fee title to the Building and/or the leasehold estate under any such lease. If any such mortgage or trust deed is foreclosed, or if any such lease is terminated, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, holder, lessor or purchaser at foreclosure, to execute and deliver such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment. If Tenant fails to execute and deliver any such instrument within ten days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's beneficiaries as Tenant's attorneys-in-fact to execute and deliver such instrument in Tenant's name.

22. QUIET ENJOYMENT. As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

23. BROKER. Tenant represents to Landlord that Tenant has dealt only with the broker set forth in Item 10 of the Schedule (the "Broker") in connection with this Lease and that, insofar as Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend and hold Landlord and Landlord's beneficiaries and agents harmless from and against any claims for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Lease. Landlord agrees to pay the Broker a commission in accordance with a separate agreement between Landlord and the Broker.

24. NOTICES. All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address set forth above, at the Premises or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two business days after posting in the United States mail. Any notices of the kinds referred to in Paragraph 16A (i) and (ii) shall be deemed sufficiently served if affixed to a door leading into the Premises.

25. MISCELLANEOUS.

A. Successors and Assigns. Subject to Section 14 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.

B. Entire Agreement. This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

Execution of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen days after such delivery.

E. Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

F. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

G. Attorneys' Fees. Tenant shall pay to Landlord all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease or incurred by Landlord as a result of any litigation to which Landlord becomes a party as a result of this Lease.

H. Delay in Possession. In no event shall Landlord be liable to Tenant if Landlord is unable to deliver possession of the Premises to Tenant on the Commencement Date for causes outside Landlord's reasonable control. If Landlord is unable to deliver possession of the Premises to Tenant by the Commencement Date, the Commencement Date shall be deferred until Landlord can deliver possession to Tenant, and the Expiration Date shall be deferred for an equal number of days.

I. Joint and Several Liability. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

J. Force Majeure. Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control.

K. Demolition or Renovation. Landlord shall have the right to terminate this Lease without compensation to Tenant upon ninety days' prior notice to Tenant if Landlord intends to renovate or demolish the Building or a substantial part thereof.

L. Captions. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

M. No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

N. No Recording. Tenant shall not record this Lease or a memorandum of this Lease in any official records.

O. Limitation of Liability. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

P. Wherever in this Lease the "City of Chicago" is referred to, the "Village of Mount Prospect" is to be substituted.

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

TENANT:

A Plus Massages, P.C.,
an Illinois professional corporation.

LANDLORD:

Imperial Realty Company as agent for
Klaimont Investments, L.L.C.,
an Illinois limited liability company

DocuSigned by:

Sharon Mims

Sharon Mims, President
2629 75th Street
Woodridge, IL 60517

By: Alfred M. Klaimont, President

ADDITIONAL PROVISIONS

1. **PAYMENT UPON EXECUTION:** Upon execution of this Lease, Tenant shall pay to Landlord the sum of Nine Hundred Sixty-Six and 14/100 Dollars (\$966.14), representing security deposit (\$522.00), August 2025 prorated Base Rent (\$126.65) September 2025 Base Rent (\$231.00), August 2025 prorated estimated base electric usage fee (\$16.49), September 2025 estimated base electrical usage fee (\$30.00) refundable key deposit (\$25.00) and non-refundable doornote fee (\$15.00).

2. **CONDITION:** Tenant accepts the Premises "AS IS, WHERE IS."

3. **KEY DEPOSIT:** Tenant shall pay to Landlord, upon execution of this Lease, a refundable key deposit in the sum of \$25.00 for the issuance of one (1) each of the following keys: a) building front door; b) men's lavatory; c) women's lavatory; and d) office entry door. An additional deposit of \$25.00 will be required for each additional building front door key issued to Tenant. Tenant may make copies of office keys at Tenant's expense. Upon termination of this Lease, whether by lapse of time or otherwise, Tenant shall return to Landlord any and all keys issued to Tenant. Provided that all such keys are so returned, the key deposit shall be refunded in accordance with the return of the security deposit as described in paragraph 18 above.

4. **ELECTRICITY:** Tenant shall pay to Landlord, concurrently with monthly Base Rent payments, \$30.00 per month as and for an estimated base electric usage fee for forty (40) hours of said usage per week, Monday through Friday, 9:00 a.m. to 5:00 p.m. Landlord specifically reserves the right to charge Tenant for extraordinary or additional usage and further reserves the right to adjust the amount of Tenant's monthly payment based on increases in the applicable utility company rates or actual charges for electric usage. Tenant shall pay an additional \$5.00 per month for each refrigerator or water cooler which is operated in the Premises.

5. **PARKING:** Tenant shall adhere to rules and regulations regarding restrictions on the common parking areas of the property in which the Premises is located as set forth by Landlord. Overnight parking is specifically prohibited. Tenant is strictly prohibited from parking any buses, trucks or trailers in the parking lot.

6. **LIGHT BULB REPLACEMENT:** Tenant shall be responsible for light bulb replacement in the Premises, as needed, at Tenant's expense.

7. **NAMEPLATES AND DIRECTORY STRIPS:** Tenant shall display a nameplate and directory strip, in the area designated by Landlord, which conforms to the then applicable policy of Landlord and shall pay to Landlord, the cost of said nameplate and directory strip. Tenant shall be solely responsible for maintenance, at Tenant's expense, of Tenant's nameplate and directory strip, including repair and or replacement of same. In the event such repair or replacement shall become necessary, Tenant shall prepay to Landlord the cost of same. After receipt of said payment, Landlord shall repair or replace as required.

8. **CARPET PROTECTOR:** Tenant will be responsible for all carpet damage resulting from extraordinary wear and tear. Tenant shall furnish a carpet protector for each area where carpet could be subject to extraordinary wear and tear, specifically including but not limited to each area where a chair with casters will be located. Failure to furnish carpet protectors as aforesaid within thirty (30) days after written notice by Landlord will entitle Landlord, in addition to seeking any and all remedies provided under the Lease or applicable law on account of default, to assess a carpet damage fee of \$216.25 as liquidated damages for the costs associated with extraordinary wear and tear of carpeting. The parties acknowledge that the actual damages to be incurred due to failure of Tenant to furnish carpet protectors would be difficult, if not impossible, to ascertain. However, in the event of a breach of this provision, the actual damages to be incurred can reasonably be expected to approximate the amount of liquidated damages provided herein.

7. TELEPHONE EQUIPMENT: Tenant shall be solely responsible for installation, removal, relocation and maintenance of telephone lines and jacks and shall also be solely responsible for installation, maintenance, repair and replacement of all telephone cable from the building switching equipment to the Premises. Tenant will remove all telephone wires and data cabling, installed by or for Tenant, upon the Expiration Date or earlier termination of this Lease.

10. SATELLITE DISH: Tenant may, at its option, and subject to Landlord's consent, not to be unreasonably withheld, after review of plans therefor, which at minimum shall show the proposed location and manner of installation of Dish (hereinafter defined) and cabling (collectively, the "Equipment") and subject to provisions of the Lease conditioning Tenant's right to make alterations, additions or improvements (each, an "Alteration Provision"), install a satellite dish (the "Dish") on the roof of the Building (the "Roof"), not to be visible from any street or Building parking areas and not to exceed 4 feet in width, 4 feet in length and 4 feet in height. The Dish shall not interfere with reception or transmission of or from other antennae or dishes presently on the roof or which shall subsequently be placed thereon by Landlord or other tenants of the Building. All costs, including utilities, associated with the Dish shall be the sole expense of Tenant. All utilities necessary for the operation of the Dish shall be separately metered. Tenant will be solely responsible for repairing and maintaining the Equipment in a proper operating and reasonably safe condition, at its sole cost and expense. Notwithstanding the above, in the event that Landlord shall determine, in its sole discretion, that roof repair or replacement is required, Tenant shall, upon request, remove and temporarily relocate any equipment which must be removed in order to accommodate such roof repair or replacement. Tenant is specifically prohibited from permitting any of the Equipment to negatively affect drainage on and from the roof of the Building. In such event, Tenant shall, at its sole cost and expense and subject to Landlord's approval of methods employed, restore proper drainage. Landlord may remove or relocate the Equipment as reasonably necessary to avoid material loss or cost to Landlord. Tenant or any third person, in the event of emergency, without liability to Tenant for loss of use, damage to the Equipment or otherwise. All obligations of Tenant under the Lease with respect to waiver of claims, indemnity and insurance and any Alteration Provision shall apply to the Equipment as though it shall be attached to the interior of the Premises. In no event shall Landlord have any liability to Tenant as a result of loss of reception to or from the Dish, except by reason of Landlord's negligence unless covered by insurance maintained or required to be maintained by Tenant under the Lease, regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect. For and in consideration of the right to install the Equipment, Tenant shall pay to Landlord, as additional rent, the sum of \$100.00 per month beginning with the date of commencement of installation of the Equipment, prorated for partial month, and ending on the last day of the month after Tenant shall remove the Equipment.

11. FIRE EXTINGUISHER: In the event that the Premises is equipped with fire extinguisher(s) or is required to be so equipped by municipal ordinance, Tenant will be responsible for supplying and maintaining them, at its sole cost and expense, including without limitation, causing them to be inspected and tagged annually.

12. EVIDENCE OF REGISTRATION TO DO BUSINESS IN STATE OF ILLINOIS: Tenant will provide Landlord, within fifteen (15) days after execution hereof, with proof satisfactory to Landlord that: (a) Tenant is registered to do business in the State of Illinois, including but not limited to a copy of a certificate of good standing, certificate of authority or of an application for admission to transact business; and (b) the undersigned has proper authority to execute this Lease on behalf of Tenant. Failure to comply with this paragraph will constitute a default under the Lease. In addition, Landlord will have a continuing option to cancel this Lease, upon notice to Tenant, until Tenant complies with this paragraph.

13. INSURANCE FEE: In order to compensate Landlord for additional risks and potential costs that may result, in the event that Tenant shall fail to provide Landlord with a current certificate of insurance for liability insurance, as provided in Paragraph 10 of the form portion of this Lease, within ten (10) days after written demand from Landlord, there shall be due and owing Landlord from Tenant, as additional rent, an Insurance Fee in the amount of \$1,000.00 ("Insurance Fee") at the rate of \$2.74 per diem for each day beginning on the tenth (10th) day after service of such written demand and ending on the day on which Tenant becomes in full compliance with this Section. Tenant shall pay to Landlord on such tenth (10th) day, \$2.74 for each day beginning on such tenth (10th) day and ending on the last day of the month in which such tenth (10th) day shall fall. Tenant shall then pay in advance on or before the first (1st) day of each lease month thereafter with its monthly rental payments, an amount equal to \$83.33 (one-twelfth (1/12th) of the Insurance Fee). Neither exercise of the above-described option by Landlord nor acceptance by Landlord of the Insurance Fee shall obligate Landlord to obtain or provide any insurance covering Tenant nor constitute a waiver of Landlord's right to seek remedies for default otherwise provided in the Lease or by applicable law.

14. CONFLICT: In the event any terms contained in the form portion of this Lease shall conflict with any terms contained in this typewritten "Additional Provisions" portion of the Lease, the terms contained in this "Additional Provisions" portion shall control.

INITIALS: 

EXHIBIT A Rules and Regulations

1. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.
2. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.
4. Tenant shall not use the name of the Building in advertising or other publicity, except as the address of its business, and shall not use pictures of the Building in advertising or publicity.
5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building.
6. Bicycles shall not be permitted in the Building other than in locations designated by Landlord.
7. Tenant shall not allow any animals, other than seeing eye dogs, in the Premises or the Building.
8. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.
9. Tenant shall not waste electricity or water and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and shall refrain from attempting to adjust any controls except for the thermostats within the Premises. Tenant shall keep all doors to the Premises closed.
10. Unless Tenant installs new doors to the Premises, Landlord shall furnish one set of keys for all doors to the Premises at the commencement of the Term. Tenant shall furnish Landlord with duplicate keys for any new or additional locks on doors installed by Tenant. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.
11. Except as otherwise provided in the Lease, Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.
12. Tenant shall not use any draperies or other window coverings instead of or in addition to the Building standard window coverings designated and approved by Landlord for exclusive use throughout the Building.
13. Landlord may require that all persons who enter or leave the Building identify themselves to watchmen, by registration or otherwise. Landlord, however, shall have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.

14. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.

15. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles of an intrinsically dangerous nature.

16. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment and other large articles which are to be removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant.

17. No person or contractor, unless approved in advance by Landlord, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

18. Tenant shall not use the Premises for lodging, cooking (except for microwave reheating and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes.

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

20. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

21. Tenant shall not loiter, eat, drink, sit or lie in the lobby or other public areas in the Building. Tenant shall not go onto the roof of the Building or any other non-public areas of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public areas of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.

22. Tenant shall not use the freight or passenger elevators, loading docks or receiving areas of the Building except in accordance with regulations for their use established by Landlord.

23. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes, nor shall Tenant dispose of any refuse into dumpsters owned or leased by Landlord; and Tenant shall be liable for all costs and damage as a result of a violation of this rule.

24. ~~If Tenant designates non-smoking areas in the Premises, Tenant shall also designate sufficient smoking areas in the Premises for its employees, and in no event shall Tenant allow its employees to use the public areas of the Building as smoking areas. Tenant will not smoke or permit smoking by its employees, agents or invitees, inside the Building, including but not limited to the Premises.~~

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Mount Prospect Conditional Use Standards

Please write a response to each conditional use standard. Describe HOW your proposal will meet each standard. You can copy this list onto letterhead and then type answers.

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

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 & Zoning Commission.

My intent for this space is to provide therapeutic massage for my clients.

There is no harm to this business, this service helps many people not just muscles tension for depression relaxation PDST/anxiety.

3. This establishment /will not impede/on surrounding property.

**4.Public utilities /access
roads are not a problem it is
over 3000 parking spaces.**

**5. measure has been taking to
provide safety for all my
client. Including codes to
excess**

**6.The proposed conditional
use is not contrary to the
objective of any current
comprehensive plan for the
village.**

**7. I will respect all. I will
follow all rules to the highest
as I have proven before.
Honesty dignity. be modified
recommendation of planning
an zoning.**

REPORT 1
 1. NAME: [REDACTED]
 2. ADDRESS: [REDACTED]
 3. CITY: [REDACTED]
 4. STATE: [REDACTED]
 5. ZIP: [REDACTED]
 6. PHONE: [REDACTED]
 7. DATE: [REDACTED]
 8. TIME: [REDACTED]
 9. BY: [REDACTED]
 10. FOR: [REDACTED]

REPORT 2
 1. NAME: [REDACTED]
 2. ADDRESS: [REDACTED]
 3. CITY: [REDACTED]
 4. STATE: [REDACTED]
 5. ZIP: [REDACTED]
 6. PHONE: [REDACTED]
 7. DATE: [REDACTED]
 8. TIME: [REDACTED]
 9. BY: [REDACTED]
 10. FOR: [REDACTED]

REPORT 3
 1. NAME: [REDACTED]
 2. ADDRESS: [REDACTED]
 3. CITY: [REDACTED]
 4. STATE: [REDACTED]
 5. ZIP: [REDACTED]
 6. PHONE: [REDACTED]
 7. DATE: [REDACTED]
 8. TIME: [REDACTED]
 9. BY: [REDACTED]
 10. FOR: [REDACTED]

REPORT 4
 1. NAME: [REDACTED]
 2. ADDRESS: [REDACTED]
 3. CITY: [REDACTED]
 4. STATE: [REDACTED]
 5. ZIP: [REDACTED]
 6. PHONE: [REDACTED]
 7. DATE: [REDACTED]
 8. TIME: [REDACTED]
 9. BY: [REDACTED]
 10. FOR: [REDACTED]

COMMONLY KNOWN AS 1000 WALL STREET, MOUNT PROSPECT, ILLINOIS

[illegible][illegible]

10-11-68

VICINITY MAP

VICINITY MAP

N

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LEGEND:

RECEIVED

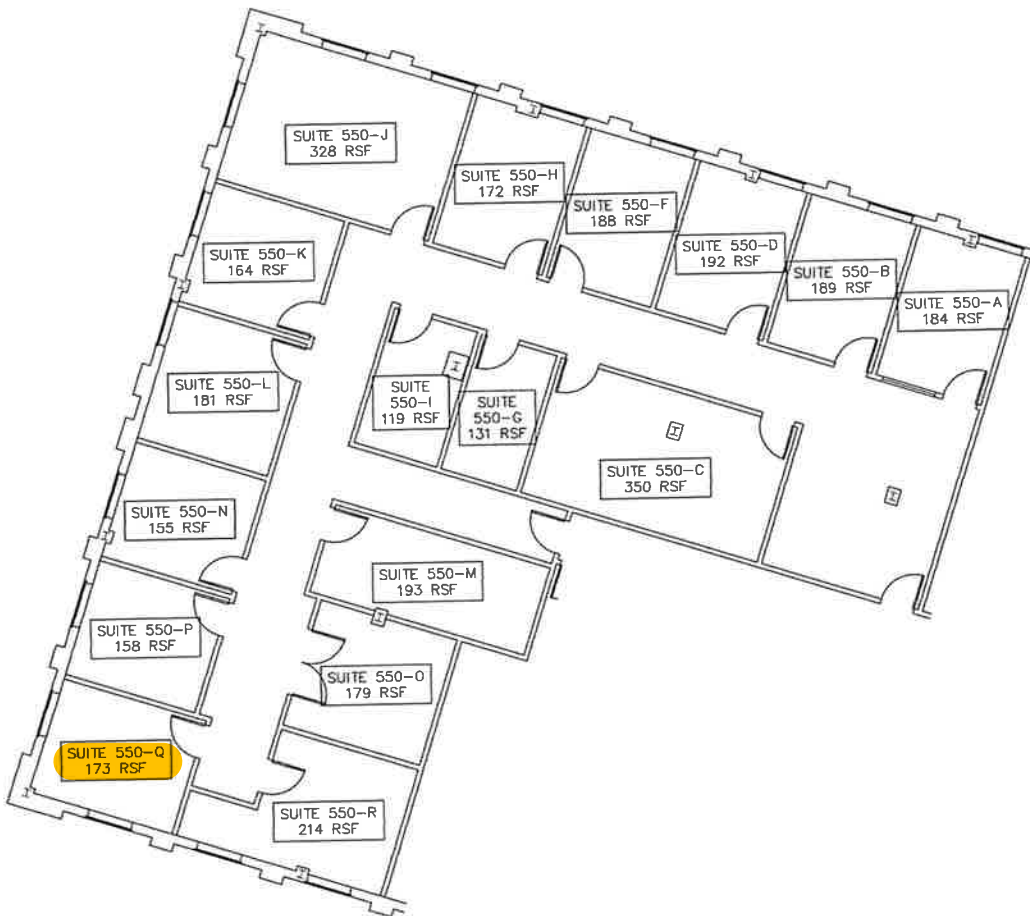
DATE _____
BY _____

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

TELEPHONE _____

SIGNATURE _____

ORDER NO.: 2009-0373
FILE: 23-41-11



1699

WALL STREET
MOUNT PROSPECT, IL

SUITE 550

4,204 RSF
DIVISIBLE
AS NOTED

IMPERIAL REALTY COMPANY

4747 W. PETERSON AVENUE
CHICAGO, ILLINOIS 60646
SUITE 200
T 773.736.4100
F 773.736.4541
www.imperialrealtyco.com

1,



- There is A Bathroom AS you Exit
- the Elevator. with a Code that I will give to EACH client. In between clients I will Allow myself to through clean using PPP HAND Sanitizer / other

Sharon L.M.T

Excellent, Professional

Care for all my clients.

Business Plan

Company Description

Overview

The company was founded in 2015 as A Plus Massages. Now Will be Sharon L.M.T S&M LLC

Testimonials for Sharon Mims

Speech for every day, The loving Kind hearted person I am.

Vision statement: I strive to give my clients a better quality of life though the used of therapeutic to ease pain and promote overall wellness

Mission Statement

Sharon L.M.T mission is to relieve pain and promote relaxation . I believe everyone deserves to live a life being pain free

OBJECTIVE:

Over the next year, to build a reputation as the local authority

On massage-base medical care.

- **Establish connections with local medical professional .**
- **Take advantage of community event to promote the healing benefit of massage therapy to residents of the area. Keep in mind working in Mount prospect from 2016 to 2022, I have help hundreds with pain**
- **Google and yelp reviews will tell it all , and many more to come**

Executive Summary

Massage has long been recognized as a cornerstone of luxury and indulgence. With records dating back to 2700 BCE, massage therapy was originally developed as a holistic treatment for injury, disease, and overall wellness. Techniques have varied through different eras and cultures, but the confidence in the healing properties of massage remained strong until the emergence of modern medicine. As surgical and pharmaceutical options were developed for pain relief, the perception of massage therapy shifted to a nonessential pleasure service, largely reserved for the affluent who had time and resources in excess.

Today, with hundreds of studies verifying the vast medical benefits of massage therapy, the service is becoming a more popular treatment option for a variety of physical injuries and conditions. Science is also gaining further insight into the connection between the mind and body, identifying physical changes to the body when mental health is in crisis. As a result, our understanding of massage therapy as a legitimate, medically backed treatment option is beginning to reemerge.

(The Company) is a massage therapy business working hard to promote the healing benefits of these services. Launched in 2015 in Illinois, The Company found success with the local community as an innovative spa that blended relaxation and rejuvenation with clinically proven healing techniques. After more than five years of client loyalty and positive service reviews, the owner and primary massage therapist, Sharon Mims,

as a source of evidence-based massage treatment and expand her offerings to include additional products and services that promote health and wellness.

same soothing experience that many have come to expect when booking a massage. This caters to a wider market of consumers who may be seeking massage therapy with different goals in mind.

Market data collected by the American Massage Therapy Association shows that consumers who earn \$50,000 or less make up less than 20% of those who received massage services in 2021.

Business Hours:

Monday 11am 6pm

Tuesday 11am 6pm

Wednesday 11am 6pm

Thursday ---

Friday ---

Saturday---

Sunday---

By appointment only

BIO: Who is Sharon Mims
African American women who
is a pillar for my family. To
show my kids and grandkids
hard work pays off. I want to
be remembered for helping
people loyalty dedication just
me as a humble person. I
started in nursing late 80's
then 2009 I went back to
school to become a licensed
massage therapist.

MINUTES OF THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION

CASE NO. PZ-23-25	Hearing Date: November 13, 2025
PROPERTY ADDRESS:	1699 Wall Street Suite 550-Q
PETITIONER:	Sharon LMT S&M LLC
PUBLICATION DATE:	October 29, 2025
REQUEST:	Conditional use approval to operate a massage therapy establishment at the subject property.
MEMBERS PRESENT:	Joseph Donnelly William Beattie Fay Costa Richard Rogers Walter Szymczak
MEMBERS ABSENT:	Michael Fricano Donald Olsen Ewa Weir
STAFF MEMBERS PRESENT:	Charles Hogan – Development Planner Jason Shallcross – Director of Community and Economic Development
INTERESTED PARTIES:	None

Chairman Donnelly called the meeting to order at 7:00 PM. Commissioner Beattie made a motion seconded by Commissioner Szymczak to approve the minutes from the Planning and Zoning Commission meeting on October 23, 2025. The minutes were approved 3-0 with Commissioner Rogers and Commissioner Costa abstaining from the vote.

After hearing two items of new business, Chairman Donnelly introduced case number PZ-23-25, 1699 Wall Street Suite 550-Q, a request for a conditional use to operate a massage therapy establishment at the subject property.

Mr. Hogan introduced the subject property, a seven-story multi-tenant office building with a mixture of professional office uses. He reported that the petitioner formerly operated a massage therapy establishment (“A Plus Massages”) at the subject property from 2016 to 2022, but she closed the business in 2022. Mr. Hogan explained that the petitioner would like to re-establish her massage therapy business at the subject property. Mr. Hogan noted that massage therapy businesses require a new conditional use approval when there is a change of location or a change of ownership, or when the use is discontinued for 120 days.

Mr. Hogan explained that the business will occupy a 120-square foot suite at the subject property. Shared bathrooms are located on the same floor and are accessible with a door code provided to clients by the petitioner. The petitioner wrote in her application that she strives to give her clients a better quality of life through the use of therapies to ease pain and promote overall wellness. Mr. Hogan reported that services outlined in the proposal include stretching, deep tissue, and Swedish massage. He stated that the petitioner will be the sole practitioner, with proposed hours of operation Monday through Wednesday, 11:00AM to 6:00PM. Mr. Hogan reported that no changes are proposed for the interior or exterior of the building.

Mr. Hogan stated that the subject property is zoned B-3 Community Shopping District and the site has adequate parking. He noted that the proposed business is by appointment only and the petitioner will be the sole practitioner. Mr. Hogan confirmed that the petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments.

Mr. Hogan concluded that staff finds that the proposed conditional use meets the applicable standards contained in the Mount Prospect Zoning Ordinance. He 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:

"A conditional use to operate a massage therapy establishment at 1699 Wall Street Suite 550-Q, subject to the following conditions:

1. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
2. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
3. A new conditional use approval shall be required for:
 - a. A change of ownership involving 50% or more of the officers or partners;
 - b. A change in legal entity; or
 - c. A change in location."

Mr. Hogan stated that the Village Board's decision is final for this case.

Seeing no questions from the Commissioners, Chairman Donnelly invited the petitioner to the stand. Chairman Donnelly swore in the petitioner, Sharon Autman of Sharon LMT S&M LLC, 1699 Wall Street 550-Q, Mount Prospect.

Chairman Donnelly asked the petitioner to provide a brief description of their case.

Ms. Autman stated that she moved back from Georgia in 2023, and has many clients in the area from the previous business she owned. Since the business will be in the same location, she thought she could just re-apply for a business license but realized she had to go through the zoning process, which she has never done before. Ms. Autman explained that she is asking for permission to work in the same building she was in before, but this time she has no employees. She used to have employees, but covid disrupted the business. Ms. Autman stated she didn't have enough help to keep the business running so she packed up and moved to Georgia, and then came back. She reiterated that she is asking for permission to do what she loves to do. Ms. Autman explained that

has a good rapport with the Village, was a member of the chambers, and was involved in the community. She stated that she recently moved to Westchester from Woodridge, Illinois. Ms. Autman asked for permission to do what she loves to do and do it respectfully.

Commissioner Beattie asked if she was moving into the same suite as before.

Ms. Autman replied that it is not the same suite, but it is the same building.

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

UPON ROLL CALL AYES: Szymczak, Beattie, Rogers, Costa, Donnelly
NAYS: None

The Planning and Zoning Commission gave a positive recommendation (5-0) to the Village Board for the December 2, 2025 meeting.

After hearing one more item of new business, 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 8:34 PM.



Antonia Lalagos, Development Planner

ORDINANCE NO.

**AN ORDINANCE GRANTING A CONDITIONAL
USE TO OPERATE A MASSAGE THERAPY ESTABLISHMENT AT
THE PROPERTY 1699 WALL STREET, SUITE 550-Q
MOUNT PROSPECT, ILLINOIS**

WHEREAS, Sharon LMT S&M LLC, ("Petitioner"), is seeking a conditional use to operate a massage therapy establishment for property located at 1699 Wall Street, Suite 550-Q, Mount Prospect, Illinois and legally described as:

See attached EXHIBIT A

PIN: 08-23-203-039-0000

WHEREAS, the "Petitioner" seeks a conditional use to allow a massage therapy establishment; and

WHEREAS, a Public Hearing was held on the request for a conditional use being the subject of PZ-23-25 before the Planning and Zoning Commission of the Village of Mount Prospect on the 13th day of November 2025 pursuant to proper legal notice having been published in the Daily Herald Newspaper on the 29th day of October 2025; and

WHEREAS, the Mayor and Board of Trustees of the Village of Mount Prospect have given consideration to the request herein and have determined that the request meets the standards of the Village and that the granting of the conditional use to allow a massage therapy establishment 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 operate a massage therapy establishment for property located at 1699 Wall Street, Suite 550-Q, Mount Prospect, Illinois subject to the following conditions:

1. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;

2. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
3. A new conditional use approval shall be required for:
 - a. A change of ownership involving 50% or more of the officers or partners;
 - b. A change in legal entity; or
 - c. A change in location.

SECTION THREE: 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 December, 2025.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk
Village Clerk

EXHIBIT A: LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF LOT 4 IN LINNEMAN'S DIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH 477.78 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED September 10, 1953 AS DOCUMENT NUMBER 15716544 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 WITH THE WEST LINE OF ELMHURST ROAD, SAID WEST LINE BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 90 DEGREES 00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 209.48 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 562.52 FEET; THENCE SOUTH 00 DEGREES 00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 270.28 FEET; THENCE NORTH 90 DEGREES 00'00" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, 46.00 FEET; THENCE SOUTH 00 DEGREES 00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 398.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 532.07 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 46.58 FEET; (THE CHORD OF SAID ARC BEARS SOUTH 02 DEGREES 30'28" WEST 46.56 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 233.00 FEET, AN ARC DISTANCE OF 73.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 72 DEGREES 25'08" EAST, 72.98 FEET); THENCE SOUTH 63 DEGREES 24'33" EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 104.65 FEET; THENCE NORTH 45 DEGREES 50'20" EAST 469.74 FEET; THENCE NORTH 00 DEGREES 00'00" EAST 288.95 FEET; THENCE NORTH 90 DEGREES 00'00" EAST, 18.44 FEET; THENCE NORTH 00 DEGREES 00'00" EAST, 168.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EASEMENT FOR UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 OVER, UNDER AND ACROSS THAT PORTION OF THE WEST 30.00 FEET OF THE EAST 730.00 FEET OF LOT 4 IN LINNEMAN'S

DIVISION AFOREDESCRIBED LYING NORTH OF THE NORTH LINE OF ALGONQUIN ROAD AND SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AS CREATED BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594254 (EXCEPTING THAT PART THEREOF FALLING WITHIN PARCEL 1 ABOVE).

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS AND ACCESS AND UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT (HEREIN CALLED THE DECLARATION') RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594255, AS AMENDED BY AMENDED AND RESTATED DECLARATION RECORDED AS DOCUMENT 0927331126 AND RE-RECORDED AS DOCUMENT 1002218050, TO, FROM AND BETWEEN THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AND ELMHURST ROAD IN, ON, UNDER, OVER AND ACROSS THE NORTH 27 FEET OF THE FOLLOWING PARCEL OF REAL PROPERTY (HEREIN CALLED 'PARCEL D'): THAT PART OF LOT 4, IN LINNEMAN'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED September 10, 1953 AS DOCUMENT NO. 15716544, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF ELMHURST ROAD AND THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 0 DEGREES 50 MINUTES 20 SECONDS WEST ALONG THE SAID WEST LINE OF ELMHURST ROAD, A DISTANCE OF 430.04 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 191.02 FEET; THENCE SOUTH 45 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 42.69 FEET; THENCE NORTH PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 288.94 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 18.44 FEET; THENCE NORTH, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 168.00 FEET TO THE SAID NORTH LINE OF LOT 4; THENCE EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 209.48 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. NOTE: THE SERVIENT LAND IS SHOWN AS PARCEL A ON SAID PLAT.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, FOR PARKING OF VEHICLES UPON PARCEL 'D' AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 24594255, AS AMENDED BY

AMENDED AND RESTATED DECLARATION RECORDED AS DOCUMENT 0927331126 AND RE-RECORDED AS DOCUMENT 1002218050, IN COOK COUNTY, ILLINOIS.

NOTE: THE SERVIENT LAND IS SHOWN AS PARCEL A ON SAID PLAT.

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 1699 WALL STREET MOUNT PROSPECT, IL 60056

PIN: 08-23-203-039-0000

DRAFT

**SHARON
L.M.T**

11/23/2025

Jason C Shallcross, AICP,CEcD
Director of Community Development
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, IL 60056
Via email: jshallcross@mountprospect.org

Dear Sir/Madam

The planning & Zoning Commission Recommended approval of Sharon LMT S&M LLC to reopen at 1699 Wallstreet Suite 550Q Massage Therapy Therapeutic. My request is scheduled to go before Village Board for ordinance's first reading on December 2nd, 2025

I am requesting that the Village Board waive the second reading tentatively scheduled for December 16th and take the final action at this Dec 2nd 1st reading meeting, because I am returning tenant and I would like to get started helping my clients, with pain management and muscle reduction (Tension). I appreciate your help with my request; any questions contact Sharon Mims @ 2629 75th street Woodridge il 60517



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE GRANTING A CONDITIONAL USE FOR A MASSAGE THERAPY ESTABLISHMENT AT THE PROPERTY 1728 EAST KENSINGTON ROAD, MOUNT PROSPECT, ILLINOIS (PZ-25-25)
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	
Budget Source	
Category	CONSENT AGENDA
Type	Action Item

Information

The petitioner (Terry Hilton LLC) is proposing a change of ownership for an existing massage therapy establishment at 1728 East Kensington Road (the subject property). Massage therapy businesses require a new conditional use approval when there is a change of location or a change of ownership. The proposed business meets the standards for a conditional use and staff is supportive of the request.

Discussion

Background: The subject property is a single-story multi-tenant commercial building with a mixture of restaurant, retail, childcare, professional office, and personal service establishments. According to Village records, the tenant space has been a massage therapy establishment since 2012. Prior to 2012, the tenant space was used as a dentist office.

Proposal: The petitioners, Mu Chun Li and Shuxin Jian of Terry Hilton LLC, propose to operate a 1,240 square foot massage establishment at the subject property. Services outlined in the proposal include Swedish massage, deep tissue massage, hot stone therapy, aromatherapy, reflexology, and couples massage. The petitioner notes in the application that there will be one full-time massage therapist to start, with potential to hire up to three more employees in the future. The proposed hours of operation are Monday through Sunday 10:00AM to 10:00PM. Clients are seen by appointment or walk-in, with up to seven appointments per day. The petitioners intend to use the existing layout of the business and the existing sign.

Parking: The Village code requires parking based on land use. Staff estimates 185 parking stalls are required based on the uses at the shopping center. The parking lot is striped with 206 parking stalls, including 7 accessible parking stalls. The minimum parking requirement for the existing and proposed uses are met.

Massage Addendum: The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments. According to the addendums, the petitioners have been employed at massage establishments in Schaumburg, St Charles, Frankfort, and Orland Park.

Public Comment: As of this writing, staff has not received public comment pertaining to the case.

Public Hearing: At the public hearing held on November 13, 2025, the Planning and Zoning Commission unanimously recommended approval of the conditional use request by a vote of 5-0. No members of the public were present to voice support or opposition.

Conditional Use Standards: Staff has reviewed the petitioner's request for a conditional use to operate a massage therapy establishment and finds that the standards have been met. Staff did not find evidence that the business would endanger public health, safety, morals, comfort, or general welfare. The space has been occupied by a massage establishment since 2012, and no substantial changes are proposed except for a change of ownership. The Police Department confirmed that the petitioner has met the minimum standards to obtain a massage establishment business license.

The petitioner is requesting a waiver of the second reading.

Alternatives

1. Approval of the following motion: "A conditional use to operate a massage therapy establishment at 1728 East Kensington Road, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location."
2. Action at the discretion of the Village Board.

Staff Recommendation

Approval of a conditional use to operate a massage therapy establishment at 1728 East Kensington Road, subject to the conditions listed in the staff report.

Attachments

1. PZ-25-25 Staff Report
2. PZ-25-25 Administrative Content
3. PZ-25-25 Plans
4. PZ-25-25 (1728 E Kensington Rd) Minutes
5. PZ-25-25 Ordinance
6. PZ-25-25 Request for 2nd Reading Waiver



DATE: November 6, 2025

CASE NUMBER

PZ-25-25

APPLICANT/PROPERTY OWNER

Terry Hilton LLC /
ENK Brentwood LLC

PUBLIC HEARING DATE

November 13, 2025

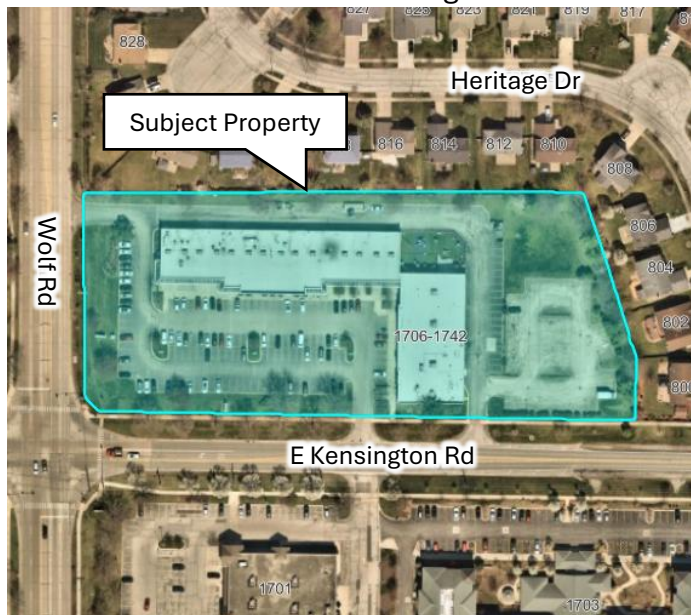
PROPERTY ADDRESS/LOCATION

1728 E Kensington Rd

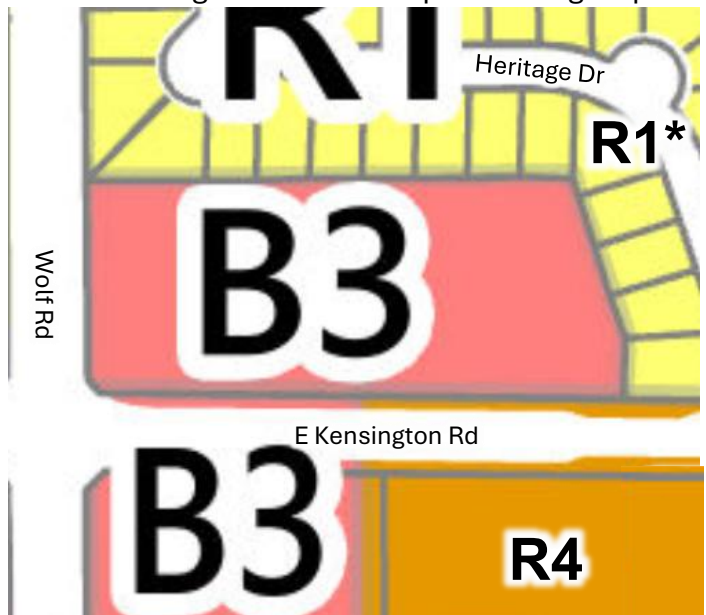
BRIEF SUMMARY OF REQUEST

The petitioner (Terry Hilton LLC) is proposing a change of ownership for an existing massage therapy establishment at 1728 East Kensington Road (the subject property). Massage therapy businesses require a new conditional use approval when there is a change of location or a change of ownership. The subject property is zoned B-3 Community Shopping Planned Unit Development (PUD). The proposed business meets the standards for a conditional use and staff is supportive of the request.

2025 Aerial Image



2025 Village of Mount Prospect Zoning Map



EXISTING ZONING	EXISTING LAND USE/ SITE IMPROVEMENTS	SURROUNDING ZONING & LAND USE	SIZE OF PROPERTY
B-3 Community Shopping PUD	Multi-tenant commercial	North: R-1 Single Family Residential PUD East: R-1 Single Family Residential PUD South: B-3 Community Shopping, R-4 Multi Family Residential West: R-X Single Family Residential	1240 SF (Tenant)

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND / PROPERTY HISTORY

The subject property is a single-story multi-tenant commercial building with a mixture of restaurant, retail, childcare, professional office, and personal service establishments. According to Village records, the tenant space has been a massage therapy establishment since 2012. Prior to 2012, the tenant space was used as a dentist office.

PROPOSAL

The petitioners, Mu Chun Li and Shuxin Jian of Terry Hilton LLC, propose to operate a 1,240 square foot massage establishment at the subject property. The petitioner writes in her application that the business will provide high-quality therapeutic massage services that promote relaxation, healing, and overall wellbeing. Services outlined in the proposal include Swedish massage, deep tissue massage, hot stone therapy, aromatherapy, reflexology, and couples massage. The petitioner notes in the application that there will be one full-time massage therapist to start, with potential to hire up to three more employees in the future. The proposed hours of operation are Monday through Sunday 10:00AM to 10:00PM. Clients are seen by appointment or walk-in, with up to seven appointments per day, each appointment lasting 60 to 90 minutes with 15 to 30 minutes between sessions for preparation and sanitation. The petitioners intend to use the existing layout of the business and the existing sign.

Parking: The Village code requires parking based on land use. The subject property is a shopping center between 30,000 and 150,000 square feet, which requires 4.5 spaces per 1,000 square feet of gross floor area. Restaurant tenants are calculated separately. The parking lot is striped with 206 parking stalls, including 7 accessible parking stalls. The minimum parking requirement for the existing and proposed uses are met.

Use	Parking Minimum	Variables	Spaces Required
Shopping center (30,000 - 150,000 square feet)	4.5 spaces per 1,000 square feet of gross floor area. (Restaurants as tenants require separate parking calculations.)	23,340 SF	105
Restaurant without a bar	12 spaces per 1,000 square feet of floor area (excluding areas for storage, corridors, and bathrooms)	6,650 SF	80
		Total Required:	185 (6 accessible)
		Total Provided:	206 (7 accessible)

Massage Addendum: The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments. According to the addendums, the petitioners have been employed at massage establishments in Schaumburg, St Charles, Frankfort, and Orland Park, Illinois.

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.

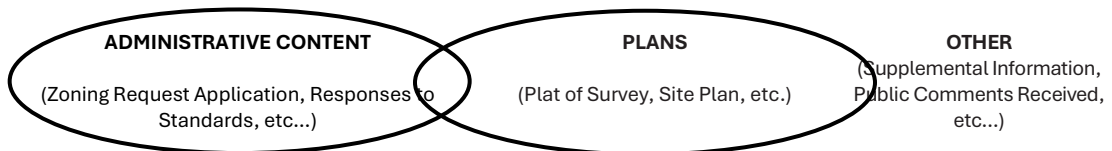
STAFF RECOMMENDATION

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:

1. "A conditional use to operate a massage therapy establishment at 1728 East Kensington Road, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location."

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

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 in their application that the staff will be certified, operations will be ethical, and the environment will be quiet, professional, and inclusive. The petitioner notes that the business will not disrupt nearby properties and poses no threat to property values. The petitioner asserts that the business is quiet, low-impact, and aligns with permitted uses. The petitioner notes that the building is connected to water, sewer, and power, and has adequate access and drainage. The petitioner states that the traffic flow is low and no congestion is expected. The petitioner argues that the business aligns with the Village's Comprehensive Plan by promoting health, wellness, and community vitality. The petitioner affirms that the business is committed to maintaining compliance and transparency.

Staff's Findings: Staff has reviewed the petitioner's request for a conditional use to operate a massage establishment and finds that the standards have been met. The Police Department confirmed that the petitioner has met the standards to obtain a massage establishment business license. Staff finds that the proposal will not endanger public health, safety, morals, comfort, or general welfare. The space has operated as a massage therapy establishment since 2012 without incident, and no substantial changes are proposed. No physical changes are proposed that would impede improvement of the surrounding properties, impact public utilities or drainage, or cause traffic congestion in the public streets. The subject property is designated "Neighborhood Center" in the future land use plan and the proposed personal services use is complimentary to the mix of small-scale restaurant, retail, professional office, and personal service uses already established in this area.



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

RECEIVED

MAY 21 2025

Village of Mt. Prospect
Community Development

Zoning Request Application

Official Use Only (To be completed by Village Staff)

Case Number: P&Z - 25 - 25 Date of Submission: 9/30/25 Hearing Date: _____

Project Name/Address: Thanks Spa Massage Therapy CU - 1728 E Kensington Rd

I. Subject Property

Address(es): 1728 E Kensington Rd Mt Prospect IL 60056

Zoning District (s): B3* Property Area (Sq.Ft. and/or Acreage): 1240 SF

Parcel Index Number(s) (PIN(s)): 03-25-311-038-0000

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

☒ Conditional Use: For Massage Therapy

☐ Variation(s): To _____

☐ Zoning Map Amendment: Rezone From _____ To _____

☐ Zoning Text Amendment: Section(s) _____

☐ Other: _____

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

To provide professional, therapeutic massage services that promote relaxation, pain relief, and well-being. Offer a range of massage techniques, including Swedish, deep tissue, and sports massage.

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

Name: Mu Chun Li Corporation: Terry Hilton LLC

Address: 2127 S Finley Rd

City, State, ZIP Code: Lombard IL 60148

Phone: [REDACTED] Email: _____

Interest in Property: Lessee
(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner☐ Check if Same as ApplicantName: Sam Markos Corporation: ENK Brentwood LLCAddress: 2604 Dempster #100City, State, ZIP Code: Park Ridge IL 60068Phone: [REDACTED]Email: [REDACTED]

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:

Yuehua Li
(Signature)

Date:

09/16/2025Yuehua Li
(Print or Type Name)

If applicant is not property owner:

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

Property Owner:

[Signature]
(Signature)

Date:

05-20-2025Spiras (Sam) Markos
(Print or Type Name)

② Building owner

Affidavit of Ownership

COUNTY OF COOK)

STATE OF ILLINOIS)

I, Spiros Murkos, 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 ENK Brentwood LLC
(property address and PIN) 1708 to 1750 E Kensington
03-26-311-038-0000

and that such property is owned by Spiros Murkos as of this date.
(print name)

[Signature]
Signature

Subscribed and sworn to before

me this 18 day of
September, 2025.

Laila Hasan
Notary Public



UNOFFICIAL COPY 0020199418

TRUSTEE'S DEED

1992/0276 45 001 Page 1 of 3
2002-02-20 11:54:49
Cook County Recorder 25.00



0020199418

(Reserved for Recorders Use Only)

THIS INDENTURE, dated February 11, 2002 between LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association, successor trustee to American National Bank and Trust Company of Chicago duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated December 18, 1985 and known as Trust Number 1635 party of the first part, and ENK BRENTWOOD, L. L. C., 2648 Dempster Road, Park Ridge, Illinois 60056, party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, do hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION AND SUBJECT TO PROVISIONS

Commonly Known As: 1706-1742 E. Kensington Road, Mt. Prospect, Illinois 60056

Property Index Numbers: 03-25-311-036

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, as trustee and not personally,

By: Maureen Paige

Authorized Signature

Prepared By: LASALLE BANK NATIONAL ASSOCIATION, 3044 ROSE ST., FRANKLIN PARK, IL 60131

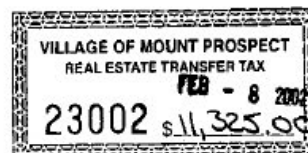
STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify
COUNTY OF COOK) Maureen Paige, an officer of LaSalle Bank National Association personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 7th day of February, 2002.

Carol Ann Weber
NOTARY PUBLIC

MAIL TO: R. KYMN HARP
111 N. WASHINGTON ST. - 1525
CHICAGO, IL 60602
SEND FUTURE TAX BILLS TO:

MARKOS MANAGEMENT CORPORATION
2648 DEMPSTER ROAD
PARK RIDGE, IL 60068
Attn: SIM MARKOS



BOX 333-CTI

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: UNDERLYING LOT 1 AND THAT PART OF UNDERLYING LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 48 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 77.56 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 21 SECONDS EAST A DISTANCE OF 31.16 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 39 SECONDS EAST A DISTANCE OF 78.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 31.16 FEET TO THE POINT OF BEGINNING, IN BRENTWOOD SQUARE CONSOLIDATION BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1706-1742 E. KENSINGTON ROAD
MT. PROSPECT, IL 60056

PIN: 03-25-311-036

STATE TAX  REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	STATE OF ILLINOIS	# 0000023415	REAL ESTATE TRANSFER TAX
	FEB. 19. 02		0377500
			FP 102808

COUNTY TAX  REVENUE STAMP	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 0000023476	REAL ESTATE TRANSFER TAX
	FEB. 19. 02		0188750
			FP 102802

20199418

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8840407

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: UNDERLYING LOT 1 AND THAT PART OF UNDERLYING LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 48 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 77.56 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 21 SECONDS EAST A DISTANCE OF 31.16 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 39 SECONDS EAST A DISTANCE OF 78.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 31.16 FEET TO THE POINT OF BEGINNING, IN BRENTWOOD SQUARE CONSOLIDATION BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1706-1742 E. KENSINGTON ROAD
MT. PROSPECT, IL 60056

PIN: 03-25-311-036

20199418

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TRUSTEE'S DEED

1992/0277 45 001 Page 1 of 2
2002-02-20 11:55:31
Cook County Recorder 23.00



(Reserved for Recordors Use Only)

THIS INDENTURE, dated February 11, 2002 between LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association, successor trustee to American National Bank and Trust Company of Chicago duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated January 27, 1989 and known as Trust Number 10278 party of the first part, and ENK BRENTWOOD, L. L. C., 2648 Dempster Road, Park Ridge, Illinois 60056, party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION AND SUBJECT TO PROVISIONS

Commonly Known As: 1742 E. Kensington Road, Mt. Prospect, Illinois 60056

Property Index Numbers: 03-25-311-037

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, as trustee and not personally,

By: Maureen Paige
Authorized Signature

Prepared By: LASALLE BANK NATIONAL ASSOCIATION, 3044 ROSE ST., FRANKLIN PARK, IL 60131

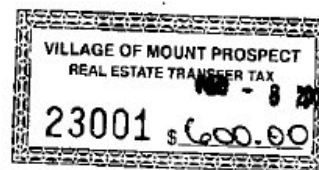
STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify
COUNTY OF COOK) Maureen Paige, an officer of LaSalle Bank National Association personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 7th day of February, 2002.

Carol Ann Weber
NOTARY PUBLIC

MAIL TO: R. KYMN HARP
111 W. WASHINGTON ST-1535
CHICAGO IL 60602

SEND FUTURE TAX BILLS TO:
MARKOS MANAGEMENT CORPORATION
2648 DEMPSTER ROAD
PARK RIDGE, IL 60068
ATTN: SAM MARKOS



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

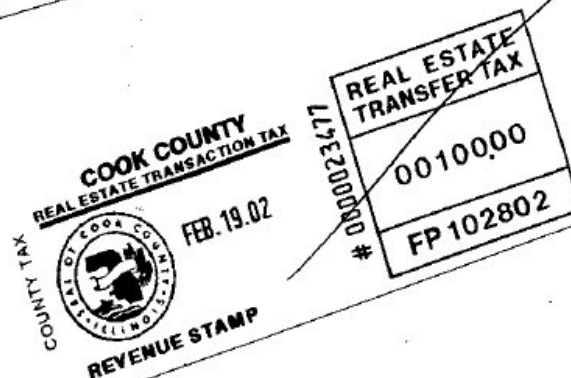
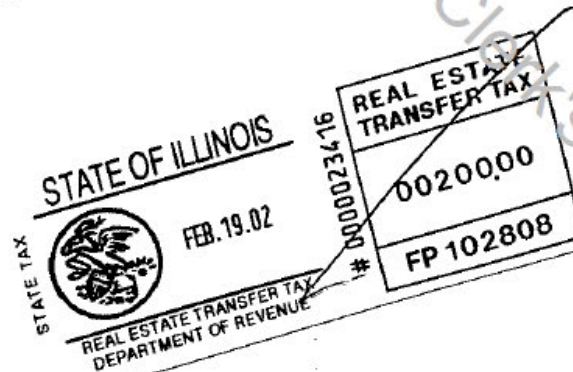
EXHIBIT A

LEGAL DESCRIPTION:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: UNDERLYING LOT 2 EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 18 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 77.56 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 21 SECONDS EAST A DISTANCE OF 31.16 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 39 SECONDS EAST A DISTANCE OF 78.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 31.16 FEET TO THE POINT OF BEGINNING, IN BRENTWOOD SQUARE CONSOLIDATION BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4742 E. KENSINGTON ROAD
MT. PROSPECT, IL 60056

PIN: 03-25-311-037



20199419

4

TOTAL PAYMENT DUE

\$126,039.57

By 03/04/2025

2024 First Installment Property Tax Bill - Cook County Electronic Bill

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
03-25-311-038-0000	233	38044	2024	(2025)	WHEELING	5-31

IF PAYING LATE, PLEASE PAY	03/05/25-04/01/25 \$126,984.87	04/02/25-05/01/25 \$127,930.17	05/02/25-06/01/25 \$128,875.47	LATE INTEREST IS 0.75% P MONTH, BY STATE LA
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TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	94.86%
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	54.00%
River Trails Park Dist Prospect Heights	\$8,220,268	\$10,542,856	\$962,073	90.87%
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	0.00%
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	99.60%
River Trails Elementary SD 26 (Mt Pros)	\$22,355,038	\$26,572,812	\$7,085,785	73.33%
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	63.51%
Town of Wheeling	\$32,449	\$5,659,083	\$232,813	95.89%
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	45.33%
Total	\$12,219,692,414	\$31,047,898,193	\$16,509,391,454	

For a more in-depth look at government finances and how they affect your taxes, visit cookcountytreasurer.com

PAY YOUR TAXES ONLINE

Pay at cookcountytreasurer.com from your bank account or credit card.

IMPORTANT MESSAGES

*Paid by
Northside Community
Bank*

TAX CALCULATOR

2023 TOTAL TAX		229,162.85
2024 ESTIMATE	X	55%
2024 1st INSTALLMENT	=	126,039.57

The First Installment amount is 55% of last year's total taxes.
All exemptions, such as homeowner and senior exemptions, will
be reflected on your Second Installment tax bill.

PROPERTY LOCATION

1708 KENSINGTON RD
MOUNT PROSPECT IL 60056

MAILING ADDRESS

SAM MARKOS
2604 DEMPSTER
PARK RIDGE IL 600688412

*** Please see 2024 First Installment Payment Coupon next page ***

Your Property Tax Overview

TOTAL TAXING DISTRICT DEBT ATTRIBUTED TO YOUR PROPERTY

Total Taxing District Debt Attributed to Your Property:

\$355,457

Property Value:

\$3,053,344

Total Debt % Attributed to Your Property Value:

11.6%

To see the 20-Year History of Your Property Taxes, [click here](#)

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

[See Details Here](#)

OVERVIEW - PAYMENTS

Property Index Number (PIN): 03-25-311-038-0000

BEGIN A NEW SEARCH

Scroll down for more information.



[Incorrect Image? Click Here.](#)

Property Location:

1708 KENSINGTON RD
MOUNT PROSPECT, IL 60056-1900
Volume: 233

Mailing Information:

SAM MARKOS
2604 DEMPSTER
PARK RIDGE, IL 60068-8412
[Update Your Information](#)

Are Your Taxes Paid?

Tax Year 2023 (billed in 2024) Total Amount Billed: \$229,162.85

1st INSTALLMENT - Tax Year 2023		2nd INSTALLMENT - Tax Year 2023	
Original Billed Amount:	\$120,930.42	Original Billed Amount:	\$108,232.43
Due Date:	03/01/2024	Due Date:	08/01/2024
Tax:	\$0.00	Tax:	\$0.00
Interest:	\$0.00	Interest:	\$0.00
Current Amount Due:	\$0.00	Current Amount Due:	\$0.00

Total Amount Due: \$0.00

[Expand Payment Details](#) ▼

Tax Year 2024 (billed in 2025) Total Amount Billed: \$126,039.57

1st INSTALLMENT - Tax Year 2024

Original Billed Amount:

\$126,039.57

Due Date:

03/04/2025

Tax:

\$0.00

Interest:

\$0.00

Current Amount Due:

\$0.00

Total Amount Due: **\$0.00**

[Expand Payment Details ▼](#)

About payments: Payments are recorded the date they are received. They appear on the website about three business days later.

Download Your Tax Bill

Open a PDF of your tax bill that can be printed and used to pay in person or by mail.

-  [Tax Year 2023 Second Installment](#) Due Thursday, August 1, 2024
-  [Tax Year 2024 First Installment](#) Due Tuesday, March 4, 2025

Stop receiving your tax bill by mail.

 [Sign up for eBilling to receive future tax bills via email.](#)

Are There Any Overpayments on Your PIN?

Our records do not indicate a refund available on the PIN you have entered.

Have You Received Your Exemptions in These Tax Years?

	2023	2022	2021	2020
Homeowner Exemption:	NO	NO	NO	NO
Senior Citizen Exemption:	NO	NO	NO	NO
Senior Freeze Exemption:	NO	NO	NO	NO
Returning Veteran Exemption:	NO	NO	NO	NO
Disabled Person Exemption:	NO	NO	NO	NO
Disabled Veteran Exemption:	NO	NO	NO	NO

Tax Year 2024 exemptions granted by the Assessor will be reflected on your Second Installment tax bill.

[Apply for a missing exemption](#)

20-Year Property Tax Bill History

Tax Year 2004:	\$182,824.35
Tax Year 2023:	\$229,162.85
Difference:	+ \$46,338.50
Percent Change:	+ 25.35%

[See your complete property tax history.](#)

-  [Read "The Pappas Study" 20-Year Property Tax History](#)
-  [See the Top 50 Largest Tax Increases since 2000 by Chicago ward and suburb](#)
-  [Voter Turnout 2011-2020 Chicago and Cook County Suburbs](#)
-  [Cook County Suburbs - Interactive Map](#)
-  [Chicago by Ward - Interactive Map](#)

Taxing District Debt Attributed to Your Property

Total Taxing District Debt Attributed to Your Property:	\$355,457
Property Value:	\$3,053,344
Total Debt % Attributed to Your Property Value:	11.6%

To see the 20-Year History of Your Property Taxes, [click here](#)

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

Select a taxing district name for detailed financial data.

Your Taxing Districts	Total Debts and Liabilities	District Property Value	Property Value	% of Taxing District Debt	Estimated Total Debts and Liabilities to Property
Northwest Mosquito Abatement Wheeling	\$833,004	\$99,462,645,968	\$3,053,344	0.0030698%	\$26
Metro Water Reclamation Dist of Chicago	\$4,681,319,000	\$615,525,376,003	\$3,053,344	0.0004961%	\$23,222
River Trails Park Dist Prospect Heights	\$9,074,036	\$1,870,777,692	\$3,053,344	0.1632126%	\$14,810
Harper Coll Comm College 512 (Palatine)	\$310,446,832	\$68,478,657,852	\$3,053,344	0.0044588%	\$13,842
Township HS District 214 (Arlington Hts)	\$101,263,711	\$34,503,061,344	\$3,053,344	0.0088495%	\$8,961
River Trails Elementary SD 26 (Mt Pros)	\$37,611,157	\$2,015,008,826	\$3,053,344	0.1515301%	\$56,992

Village of Mount Prospect	\$301,363,362	\$6,961,556,410	\$3,053,344	0.0438601%	\$132,178
Town of Wheeling	\$265,262	\$20,576,624,667	\$3,053,344	0.0148389%	\$39
Cook County Forest Preserve District	\$548,552,253	\$627,061,316,173	\$3,053,344	0.0004869%	\$2,671
County of Cook	\$21,094,656,928	\$627,061,316,173	\$3,053,344	0.0004869%	\$102,716

Total Taxing District Debt Attributed to Your Property: \$355,457

To read Treasurer Pappas' Debt Study and use the interactive map, [click here](#)

Highlights of Your Taxing Districts' Debt and Pension

Select a taxing district name for detailed financial data.

Your Taxing Districts	Money Owed by Your Taxing Districts (minus Total Net Pension Liability)	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	Employees	Retirees	Difference
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	19	8	11
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	1,966	2,454	-488
River Trails Park Dist Prospect Heights	\$8,220,268	\$10,542,856	\$962,073	67	30	37
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	910	0	910
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	1,792	1,233	559
River Trails Elementary SD 26 (Mt Pros)	\$22,355,038	\$26,572,812	\$7,085,785	254	147	107
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	329	474	-145
Town of Wheeling	\$32,449	\$5,659,083	\$232,813	21	41	-20
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	625	536	89
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	23,760	20,138	3,622

Reports and Data for All Taxing Districts

View the financial reports filed by 547 local Taxing Districts across Cook County pursuant to the Debt Disclosure Ordinance authored by Treasurer Maria Pappas.

- [Read the Executive Summary](#)
- [Read the Debt Report](#)
- [Cook County Debt Map](#)
- [Correlation Chart Between Debt and Higher Taxes](#)
- [Search your property to find out what portion of local government debt is attributed to your property](#)
- [Debt to Property Value by Municipality - Residential and Commercial](#)
- [Debt and Disclosure Data](#)
- [Browse all financial reports filed by a specific local government](#)

[BEGIN A NEW SEARCH](#)

DISCLAIMER: The information on this screen comes from many sources, few of which are in the control of the Cook County Treasurer's Office. Taxpayers are advised to take personal responsibility for their PIN, property location, taxpayer address, and payment amounts posted due or paid, to be sure of their accuracy.

BrowseAloud

SPA & MASSAGE LEASE
1728 EAST KENSINGTON ROAD, MT. PROSPECT

THIS INDENTURE, made and entered into this 1st day of May, 2025, by and between **ENK BRENTWOOD, LLC**, an Illinois limited liability company, ("Lessor") and **TERRY HILTON L.L.C.**, an Illinois limited liability company, ("Lessee") and **LI MU CHUN** and **JIAN SHUXIN**, jointly and severally, (collectively as "Guarantors").

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth and in reliance upon the representations and warranties set forth herein, the parties hereby represent, warrant and agree with each other as follows:

1. **Lease of Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the real property and improvements thereon commonly known as **1728 East Kensington Road, Mount Prospect Illinois**, (herein referred to as the "Leased Property" or the "Premises") in the BRENTWOOD SHOPPING CENTER located at 1706 to 1742 East Kensington Road, Mt. Prospect, Illinois (the "Center") for the term and subject to the terms, covenants, agreements and conditions set forth herein. Lessor and Lessee acknowledge and agree that the premises consist of approximately 1,240 square feet.

2. **Term.** Subject to prior termination in the manner herein provided, the term of this Agreement shall be five (5) years and commence on May 1, 2025, and shall terminate on the fifth (5th) anniversary of the commencement date (April 30, 2030), unless extended per option contained herein.

3. (a) **Gross Rent.** Lessee shall pay Lessor a monthly rental commencing on May 1, 2025 and continuing on the first day of each calendar month thereafter during the term hereof in amounts as follows:

Term	Monthly Rent
05/01/25 – 04/30/26	\$2,300.00
05/01/26 – 04/30/27	\$2,300.00
05/01/27 – 04/30/28	\$2,369.00
05/01/28 – 04/30/29	\$2,440.07
05/01/29 – 04/30/30	\$2,513.27

(b) **Option to Extend.** Lessor hereby grants to Lessee an option to extend the Term of the Lease on the same terms, conditions and provisions as contained in the Lease, for a period of five (5) years, beginning May 1, 2030 and terminating on April 30, 2035. Lessee retains the right to exercise

the foregoing option only upon the following conditions: (a) Lessee is not in default of any term of the Lease; and (b) the Option shall be exercised by written notice to Lessor given no later than nine (9) months prior to the end of the initial Term. The monthly rent during this term shall be as follows:

Term	Monthly Rent
05/01/30 – 04/30/31	\$2,588.67
05/01/31 – 04/30/32	\$2,666.33
05/01/32 – 04/30/33	\$2,746.32
05/01/33 – 04/30/34	\$2,828.71
05/01/34 – 04/30/35	\$2,913.57

4. **Utilities Expenses and Costs.** During the term of this Agreement, including any option periods, Lessee shall pay or cause to be paid all charges for water, gas, electricity, power, refuse and scavenger or any other public or private utility services used upon or furnished to the Premises and Lessee shall indemnify Lessor from all said expenses. Lessee shall also pay for alarm and security services, pest and rodent control, janitorial and cleaning & maintenance of HVAC and maintain a service contract for such maintenance, as further defined on **Exhibit A** attached hereto,

5. **Security Deposit.** As additional security for the faithful and prompt performance of its obligations hereunder, Lessee shall pay a Security Deposit of **\$2,300.00**. If Lessee defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Lessor may use, apply or retain all or any part of this security deposit for the payment of any Rent and any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is to be used or applied, Lessee shall within five (5) days after written demand therefore deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a material breach for this Lease. Lessee may not elect to apply any portion of the security deposit toward payment of Rent or other charges payable by Lessee under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit.

6. **Late Charges.** Lessor may assess or charge Lessee ten (10%) percent of the monthly rent payment as a late charge for each rental payment due hereunder which is paid or delivered to Lessor after the fifth (5th) business day of the month in which said payment becomes due.

7. **Assignment and Subletting - Consent Required.** Lessee shall not, without Lessor's prior written consent, (a) assign, convey or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Lessee's interest by operation of law; (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Lessee. Lessor agrees that it will not unreasonably withhold its consent

to any assignment or sublease. Lessor may also demand upon request of consent to such assignment or transfer, additional security deposit or the personal guaranty, subject to Lessor's approval, of assignee's principal. No permitted assignment or subletting shall relieve Lessee of Lessee's covenants and agreements hereunder and Lessee shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made.

8. **Condition on Possession.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed. Lessee is taking possession of the premises in its "as is" condition.

9. **Lessor to Have Access.** Lessor hereby expressly reserves the right to enter the premises and/or any part thereof, in the event of emergency. Furthermore, Lessor may enter the premises at a time mutually agreed by and between the parties after 24-hour notice to make inspection and repairs, to exhibit the premises to prospective Lessees, purchasers, or others, and to perform any acts related to safety, protection, preservation, relating, sale or improvement of the premises.

10. **Use of the Leased Property.** During the term of this Agreement, including any option period, the Leased Property shall be used as a **professional licensed spa service/massage business** and not for other purposes without the prior written consent of Lessor. Lessee shall **not** offer nail services or hairdressing/hairstyling services.

Compliance with Laws. Lessee shall not use the Leased Property or permit anything to be done in or about the Leased Property which will conflict with or violate any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall at its sole cost, comply with all laws, building codes, ordinances and governmental rules, regulations and requirements now in force or which may hereafter be enacted during the term of this Agreement relating to or affecting the condition, use or occupancy of the Lease Property. Lessee specifically agrees that it will obtain and maintain all necessary federal, state and local permits, approvals and licenses necessary to operate the Leased Property as aforesaid and that Lessor has made no representations or warranties regarding the suitability of the Leased Premises for the intended uses of Lessee.

11. **Maintenance and Repair.** During the term of this Agreement, including any option term, Lessee shall, at its sole cost and expense, keep and maintain the interior portions of the Premises, including but not limited to plumbing, electrical, interior walls and doors, lighting, exhaust systems, bathrooms, windows, flooring, HVAC system in the same general condition and state of repair as of the commencement date hereof except for acts of God, fire or other casualties, and shall promptly make all non-structural, and ordinary and extraordinary repairs and replacements of every kind which may be required to be made upon or in connection with the Premises or a part thereof in order so to keep and maintain the Premises. The roof, structural walls, common area portions and exterior of the Center shall be maintained by the Lessor.

12. **Alterations, Improvements and Additions to Leased Property.**

Lessee shall have the right at its sole expense (and, in the case of expenditures over \$10,000.00, only upon prior written consent of Lessor) to make such alterations, improvements, additions and repairs to the Premises as Lessee may desire and deem appropriate provided that the same do not weaken the structure or reduce the value of the building and that any additions or alterations are completed in accordance with all applicable laws, ordinances, rules, regulations and building codes. Prior to the commencement of construction of any alterations, Lessee shall demonstrate to the Lessor's reasonable approval, Lessee's financial ability to pay for the proposed alterations. Any and all construction, alteration and improvements shall be subject to the following conditions:

A. Such work, interior as well as exterior (excluding any changes in the perimeter structure) shall be according to plans and specifications therefore, which shall be first submitted to and approved in writing by Lessor, which approval Lessor shall not unreasonably withhold or delay; notwithstanding anything to the contrary, Lessee may use the Franchiser's standard interior decor.

B. Before the commencement of such work, the plans and specifications shall be filed with and approved by issuance of permits by and governmental authorities having jurisdiction and any public utility companies having an interest therein, and all such work shall be done subject to and in accordance with the requirements having jurisdiction and of each public utility company. All necessary permits and certificates of liability insurance in reasonable amounts, protecting and holding Lessor harmless in connection with such work, shall be obtained by Lessee at his sole cost and expense.

C. Prior to the commencement of such work, Lessee shall furnish to Lessor a firm contract, or series of contracts, relating to the doing of the work and for the providing of labor and materials included with such repairs, remodeling and improvements, from a contractor or series of contractors, each of whom shall likewise provide or cause to be provided, for the remodeling or repair affecting the structure only, assuring Lessor that the contemplated repairs, remodeling and improvements to the structure of the premises will be done free and clear of any liens. All contracts and/or subcontracts for work and materials shall contain an express provision that said contractor or subcontractor shall waive all of his, or their lien rights against the premises upon completion of the work.

D. Lessee hereby agrees to indemnify and save Lessor harmless from and against any and all liens that may be filed against Lessor's property or title as a result of such work. In the event that any such liens are filed against Lessor's property, Lessee shall have the right to defend any and all actions or suits filed in connection therewith upon depositing a sum of money in escrow for the amount of such liens or upon providing some other form of indemnification or security acceptable to Lessor. Lessee will be given notice of all liens filed against Lessor's property and shall have

the right to cure said lien within thirty (30) days. In the event Lessee shall fail to defend such suit or claim, or shall fail to provide such escrowed funds or other security against such liens, Lessor may remove the liens by paying the full amount thereof, or otherwise without investigating or contesting the validity thereof, Lessee shall pay Lessor upon request as additional rent the amount paid out by Lessor in Lessee's behalf therefore, including Lessor's costs, expenses and attorneys' fees.

E. Lessee warrants that all work shall be done in a good and workmanlike manner, pursuant to the aforementioned plans and specifications, and in compliance with the building and zoning laws and other laws, ordinances, orders, rules, regulations and requirements of all state, federal and municipal governments, and the appropriate departments, commissions, board and officers thereof.

F. All leasehold improvements, alterations, replacements, changes, additions, and appurtenances on, to or in the leased premises shall upon the termination of this Lease by lapse of time or otherwise become the sole and absolute property of Lessor and shall be deemed to be part of the leased premises. All movable fixtures installed by Lessee shall be and remain the property of Lessee and may be removed by Lessee upon the termination of the Lease, provided the same may be removed without irreparable damage to the premises, and on the condition that Lessee repairs any damage caused by such removal. Any trade fixtures left on the premises after the termination of the Lease, by lapse of time or otherwise, shall be deemed to be abandoned by lessee and shall become the sole and absolute property of Lessor.

13. **Quiet Enjoyment.** So long as Lessee is not in default hereunder, Lessee shall have the quiet enjoyment of the Leased Property, during the term of this Agreement without hindrance on the part of Lessor.

14. **Liens.** During the term of this Agreement, including any option term, Lessee shall not, without the prior written consent of Lessor, incur or permit to remain, and shall promptly discharge or bond against, at its expense, any liens, encumbrances and charges upon the Leased Property or any part thereof. Lessor shall have authority to enter upon the Leased Property at any time to post any notices which, in its opinion, shall be necessary to hold Lessor harmless from any claim or liability arising out of any work done on or for the Leased Property to the extent not arising from Lessor's acts or omissions. Lessee indemnifies, holds harmless, and shall defend Lessor from and against any claim or action asserted against the Leased Property or Lessor arising out of work or materials performed or delivered by or at the direction of Lessee, its agents and assigns.

15. **Damage to or Destruction of Leased Premises.** If the Premises or any part of the Center shall be damaged by fire or other casualty, and if such damage does not render all or a "substantial portion" (as determined by Lessor) of the Premise, or the Center untenable, then Lessor shall proceed to repair and restore the Premises with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control. If any such damage renders all or a substantial portion of the Premises or the Center untenable, Lessor shall, with reasonable promptness after the occurrence of such damage, reasonably estimate

the length of time that will be required to substantially complete the repair and restoration of such damage, and shall by notice advise Lessee of such estimate. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed one hundred twenty (120) days from the date such damage occurred, then either Lessor or Lessee (but as to Lessee, only if all or a substantial portion of the Premises are rendered untenantable) shall have the right to terminate this Lease as of the date such damage upon giving notice to the other at any time within twenty (20) days after Lessor gives Lessee the notice containing said estimate. Lessor shall have no liability to lessee and Lessee shall not be entitled to terminate this Lease if such repairs and restoration are not in fact completed within the time period estimated by Lessor, as aforesaid, or within said one hundred twenty (120) day, so long as Lessor shall proceed with reasonable diligence to complete such repairs and restoration. Notwithstanding anything to the contrary herein set forth, (a) Lessor shall have no duty to repair or restore any portion of the alterations, additions or improvements made by Lessee in the Premises and (b) Lessee shall not have the right to terminate this Lease pursuant to this Section if the damage or destruction was caused by the act or neglect of Lessee, its agents, partners or employees.

16. **Eminent Domain.** If all, or a substantial portion of the Center, or any part thereof, which includes all or a substantial portion of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Center, the taking of which would, in Lessor's opinion, prevent the economical operation of the Center, or if the grade or any street or alley adjacent to the Center is changed by any competent authority, and such taking, damage or change of grade makes it necessary or desirable to remodel the Center to conform to the taking, damage or changed grade, Lessor shall have the right to terminate this Lease upon not less than ninety (90) days notice prior to the date of termination designated in the notice. No money or other consideration shall be payable by the Lessor to the Lessee for the right of termination, and the Lessee shall have no right to share in the condemnation award, whether for a partial or total taking.

17. **Subordination.**

A. **Subordination.** Lessor has heretofore and may hereafter from time to time execute and deliver a first mortgage or first trust deed in the nature of a mortgage, both being hereinafter referred to as a "First Mortgage", against the Land and Building or any interest therein. If requested by the mortgagee or trustee under any First Mortgage, Lessee will either (a) subordinate its interest in this Lease to said First Mortgage, and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, or (b) make certain of Lessee's rights and interest in this Lease superior thereto; and Lessee will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any First Mortgage. Lessee covenants it will not subordinate this Lease to any mortgage or trust deed other than a First Mortgage without the prior written consent of the holder of the First Mortgage.

B. **Liability of Holder of First Mortgage; Attornment.** It is further agreed that (a) if any First Mortgage shall be foreclosed, (i) the holder of the First Mortgage, ground lessor (or their respective grantees) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (1) liable for any act or omission of any prior landlord (including Lessor), (2) subject to any off-sets or counterclaims which Lessee may have against a prior landlord (including Lessor), or (3) bound by any prepayment of Base Rent or Rent Adjustments which Lessee may have made in excess of the amounts then due for the next succeeding month, (ii) the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Lessor under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Building or Land and such liability shall not continue or survive after further transfer of ownership; and (iii) upon request of the mortgagee or trustee, if the First Mortgage shall be foreclosed, Lessee will attorn, as Lessee under this Lease, to the purchaser at any foreclosure sale under any First Mortgage, and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of Lessor, nor shall this Lease be canceled or surrendered, without the prior written consent, in each instance, of the mortgagee or trustee under any First Mortgage.

18. **Lessee's Insurance.** Lessee shall carry insurance during the entire Term hereof with terms, coverages and in companies satisfactory to Lessor and with such increases in limits as Lessor may from time to time request, but initially Lessee shall maintain the following coverages in the following amounts:

A. Comprehensive or commercial general liability insurance, including contractual liability, against the risks of bodily injury, property damage and personal injury, liability, on an occurrence basis, in an amount not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate, said coverage to be on a Standard Comprehensive General Liability Form, covering Lessee as a named insured and Lessor, their respective partners, the managing agent for the Building and the respective officers, directors, shareholders, partners, agents and employees of each of the foregoing as additional insureds.

B. Insurance against fire, sprinkler leakage, vandalism, and the extended coverage perils for the full replacement cost of all additions, improvements and alterations to the Premises owned or made by Lessee, if any, and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Lessee's property on the Premises, with loss or damage payable to Lessor and Lessee as their interests may appear.

C. Worker's Compensation Insurance and all other insurance, if any, of whatsoever description and in such amounts as may be required by any ordinance, law or governmental regulation to be carried or maintained by Lessor or Lessee in connection with the ownership, operation, maintenance or repair of the Leased Property.

Proceeds. Subject to the rights of Lessor set forth herein, in the event of any damage or loss to the Leased Property, the proceeds of all property insurance shall be payable to the parties

protected thereby as their respective interests may appear; provided, however, that Lessor and Lessee hereby agree, as between themselves that such of the proceeds as may be payable to or received by either of them shall be applied to the replacement or repair of the loss or damage covered thereby, if so requested by Lessor.

Form of Policies. All required insurance policies shall be with insurance companies having a rating in Best's Insurance Guide equal or superior to a Class XIII. Lessee shall furnish Lessor with a duplicate copy of each such policy of insurance or a certificate of the insurer evidencing the same, and each such policy shall provide (1) that it shall not be subject to cancellation, non-renewal or material change by the insurer except on thirty (30) days prior written notice to each insured party and (2) waiver of subrogation rights against Lessee and Lessor, to the extent obtainable. Notwithstanding any other provisions of this Agreement to the contrary, each party hereto waives any right of recovery against the other for any loss, damage or injury against which the waiving party is protected by insurance, but such waiver shall not apply to any excess of such loss, damage or injury over the amount covered by the insurance.

19. **Certificates of Insurance.** Lessee shall, prior to the commencement of the Term, furnish to Lessor policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or not renewed without at least thirty (30) days, prior written notice to Lessor.

20. **Compliance with Requirements.** Lessee shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

21. **Indemnification Against Operational Liabilities.** To the extent not arising from Lessor's gross negligence or omissions, Lessee agrees to indemnify and hold harmless Lessor from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and costs of suit), causes of action, suits, claims, demands or judgments of any nature (other than resulting from the acts or omissions of Lessor, its agents or employees) arising during the term of this Agreement from (1) any injury to, or the death of, any person or any damages to property, on the Leased Property, or in any manner growing out of or connected with the use, condition or occupancy of the Leased Property or a part thereof, and (2) the violation of any term or condition of any contracts or agreements to which Lessee is a party or has assumed the obligations of hereby or of any restrictions, laws, ordinances or regulations affecting the Leased Property or a party thereof or the ownership, occupancy or use thereof.

22. **Default.**

A. **Events of Default.** The occurrence of any of the following events shall constitute an Event of Default on the part of Lessee:

- (1) Failure to pay any monetary obligation of Lessee due Lessor under this Agreement within five (5) days after notice from Lessor that such payment is delinquent;
- (2) Failure (i) to perform any nonmonetary obligation of Lessee under this Agreement and (ii) to commence to remedy such default within fifteen (15) days after written demand is made therefore and to remedy such default within thirty (30) days after such written demand, or, if the remedy thereof requires more than thirty (30) days, within a reasonable time after demand provided that steps to remedy such default are pursued with all due diligence and that in all events the remedy of such default is completed within 90 days after the initial written demand;
- (3) The making of a general assignment by Lessee for the benefit of creditors;
- (4) The filing of any voluntary petition in bankruptcy by Lessee, or the filing of an involuntary petition by Lessee's creditors if such involuntary petition remains undischarged for a period of thirty (30) days;
- (5) The attachment or other judicial seizure of all or substantially all of Lessee's assets or of Lessee's leasehold estate hereunder, such attachment or other seizure remains undismissed or undischarged for a period of thirty (30) days after the levy thereof.

B. **Termination.** In the event of the occurrence of any event of default mentioned, Lessor shall have the right to terminate this Agreement by giving Lessee notice of such termination.

C. **Re-entry.** In the Event of Default hereunder, Lessee shall be deemed to constitute a tenant at will and, upon the failure of Lessee to surrender possession of the Leased Property to Lessor on demand, Lessor shall, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination, be entitled to institute and maintain an action for unlawful detainer or other similar proceeding for restitution of the Leased Property in a court of appropriate jurisdiction.

23. **Additional Rights of Lessor.** No right or remedy herein conferred upon or reserved to Lessor pursuant to this Agreement upon the occurrence of a default is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law. The failure of Lessor to insist at any time upon the strict performance of any covenant or agreement or to exercise any right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment thereof for the future.

24. **Estoppel Certificates.** Either Lessee or Lessor shall, from time to time upon not less than ten (10) days' prior written request from the other, execute, acknowledge and deliver to the

other a statement, executed by the party or an authorized representative of the party making the statement and currently dated, certifying that the provisions of this Agreement are unmodified and in full force and effect and the dates to which sums payable hereunder have been paid and further stating that to the knowledge of the signer of such certificate that no default exists.

25. **Scope of Agreement and Amendments.** This Agreement, together with the Exhibits hereto which are hereby incorporated herein by reference and made a part hereof, supersedes and replaces all prior understandings and agreement, whether oral or written, and, constitutes the entire agreement between the parties with respect to the subject matter hereof. No representation, warranty, condition, understanding or agreement of any kind shall with respect to the subject matter of this Agreement, shall be binding on the parties unless incorporated herein. No provision in this Agreement shall be construed to constitute either party, the agent or general partner of the other. This Agreement may not be modified except by an agreement in writing signed by the party against whom the enforcement or any waiver, change, modification or discharge is sought. The Agreement shall survive the execution of any instruments executed pursuant to the terms hereof.

26. **Severability.** If any provision or portion of this Agreement shall be determined by a court of competent jurisdiction to be illegal or otherwise void or invalid, the remainder of this Agreement shall not be affected and it shall remain in force and effect to the fullest extent permitted by law.

27. **Interpretation and Construction.** This agreement shall be governed by the laws of the State of Illinois.

28. **Captions.** Captions of the Sections and subsections of this Agreement are for convenience and reference only.

29. **Counterparts.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

30. **Time.** Time is of the essence in the performance of all of the parties' respective obligations herein contained.

31. **Attorneys' Fees.** In the event of any legal case or action arising out of a breach or default under this Agreement or a dispute with respect to the interpretation hereof, the substantially prevailing party in such case or action shall be reimbursed for all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, costs of investigation and costs of suit.

32. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

33. **Notices.** All notices, demands, consents or approvals required to be given hereunder shall be given in writing and shall be served either personally or delivered by mail,

postage prepaid, certified mail, return receipt requested and addressed to the following addresses or such other addresses as the parties may designate to each other in writing:

To Lessee: Terry Hilton L.L.C.
Attn: Li Mu Chun & Jian Shuxin
1728 East Kensington Road
Mount Prospect, IL 60056

To Lessor: ENK Brentwood, LLC
Attn: Sam Markos
2604 Dempster St., Ste. 100
Park Ridge, IL 60068

Notices and other writings shall be deemed received upon the earlier of actual receipt or three business days following mailing.

34. **Signage.** Lessee, at Lessee's sole expense, may install signage and logo above storefront subject to the prior written approval of Lessor and in accordance with the City of Mount Prospect sign code and in accordance with **Exhibit B** attached hereto.

35. **Return of Premises.** At the termination of the Lease, Lessee shall deliver up the premises in the same condition as when received by Lessee, reasonable use, wear and tear, fire, or other casualty or act of God excepted.

36. **Holding Over.** Lessee shall vacate the premises at the conclusion of the term herein or upon termination of this Lease and in the event that Lessee fails to deliver possession to Lessor at such time Lessee shall be charged rent at the rate of 150% of the then due rent.

37. **Miscellaneous Provisions.**

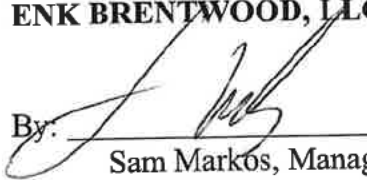
- A. Nothing contained in this lease shall be deemed or construed by the parties hereto or by any third party, to create the relationship of principal and agent, partnership, joint venture or any association between Lessor and Lessee, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of lessor and lessee.
- B. The consent or approval by either party to or of any act by the other party shall not be deemed to waive or render unnecessary, consent to or approval of any subsequent similar act.
- C. The invalidity or unenforceability of any provision of this lease shall not affect or impair any other provision.
- D. **Waiver of Right to Jury and Counterclaim.** Lessee hereby waives trial by jury in any action, proceeding or counterclaim brought by Lessor on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or any proceedings for nonpayment of rent. Lessee will not interpose any counterclaim (except

compulsory counterclaims) of whatever nature or description in any such proceedings.

IN WITNESS WHEREOF, the parties have executed this Lease this 1st day of May, 2025.

LESSOR:

ENK BRENTWOOD, LLC

By: 

Sam Markos, Manager

LESSEE:

TERRY HILTON L.L.C.

By: Mu Chun Li

Li Mu Chun, Manager

By: Jian Shuxin

Jian Shuxin, Manger

PERSONAL GUARANTY

FOR VALUABLE CONSIDERATION RECEIVED, and as an inducement to Lessor to enter into the foregoing Lease of even date herewith to **Terry Hilton L.L.C.**, an Illinois limited liability company, (the "Lease"), for the premises at **1728 East Kensington Road, Mount Prospect, IL 60056**, the undersigned, **Li Mu Chun** and **Jian Shuxin**, hereby personally guarantee the timely payment and performance of all of the Lessee's obligations under the Lease to the same extent as if the undersigned were co-obligors and Lessees thereunder. This Guaranty shall constitute an absolute, unconditional and continuing guaranty. Except as hereinafter expressly set forth, the undersigned hereby waives: presentment and demand for payment, notice of nonpayment, notice of nonperformance, notice of dishonor, notice of protest of dishonor, notice of protest, and each of them. Notwithstanding the foregoing, Lessor shall serve the undersigned with copies of any and all notices of default served upon Lessee under the terms of the Lease. If this Guaranty is signed by more than one guarantor, the liability of each guarantor shall be joint and several. The rights granted hereby and under the Lease shall be cumulative and may be enforced simultaneously or independently of each other, in one action or more than one action, and Lessor shall in each case be entitled to receive all of Lessor's costs of enforcement and collection, including reasonable attorneys' fees.

Any notice required or permitted to be served upon the undersigned shall be in writing and shall be deemed served, if by personal delivery on the date such notice is delivered to the address hereinafter set forth or, if by mail, on the date such notice is deposited with the U.S. Postal Service or its successor for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed to the undersigned at her address as listed by her signature or such other address as the undersigned may from time to time designate by serving written notice upon Lessor at the place and by the method designated in the Lease.

By: Li Mu Chun
Li Mu Chun, Manager

Address: [REDACTED]
[REDACTED]

By: Jian Shuxin
Jian Shuxin, Manager

Address: [REDACTED]
[REDACTED]

EXHIBIT A - HVAC MAINTENANCE CONTRACT

The HVAC Contract as required under this Lease must include, in addition to all services recommended by the equipment manufacturer in its operations / maintenance manual, the following services:

1. Adjust belt tension;
2. Lubricate all moving parts, as necessary;
3. Inspect and adjust all temperature and safety controls;
4. Check refrigeration system for leaks and operation;
5. Check refrigeration system for moisture;
6. Inspect compressor oil level and crank case heaters;
7. Check head pressure, suction pressure and oil pressure;
8. Inspect air filters and replace not less than every two months;
9. Check space conditions;
10. Check condensate drains and drain pans and clean, if necessary;
11. Inspect and adjust all valves;
12. Check and adjust dampers; and
13. Run machine through complete cycle.

EXHIBIT B - SIGN CRITERIA

These criteria for new signs are intended to provide a means of controlling tenant signage at the shopping center/retail building, by setting standards for sign type, letter type, colors, locations and the understanding of a merchant's need for exposure.

Signs for the shopping center/retail buildings are intended to provide an overall uniform appearance while allowing a controlled range of flexibility for tenants' individual interests and needs. All new signs shall be erected in conformance with the following requirements:

SIGN TYPE: Signs shall consist of individual letters, internally luminated, all upper-case Times Roman letters mounted on integral metal raceway, except multi-colored logos to be reviewed on an individual basis.

WINDOW SIGNS: No flashing lights or animated signs will be allowed in windows without Lessor's written consent.

SIGN COLOR: Upon Landlord's written approval, signs shall be allowed in colors as approved by Landlord and governing authorities.

SIGN & LETTER SIZE: Maximum size to be 60" in height. Minimum size to be no less than 24" in height. Maximum length shall be no more than 70% of the façade of the Leased Property.

MOUNTING LOCATION: The sign shall not be wider than the width of a tenant's space at street exposure less 15% of the space width from each side, but in no case less than 2'-0" from each side. Signs shall be located in the designated areas according to building elevations. In the case of canopies and awnings, the centerline of the sign shall correspond to the centerline of the canopy of which the sign is located.

GENERAL: While it is the intent of these criteria to establish controlling requirements for tenant signage, it is in no way intended to relieve the tenant from conforming with any and all additional applicable requirements of the sign ordinance of the Village of Mt. Prospect, Illinois.

1. The spa will comply with all health, safety, and building codes. Staff will be certified, operations will be ethical, and the environment will be quiet, professional, and inclusive. It promotes wellness and poses no risk to public health, safety, morals, comfort, or welfare.
2. The spa is a quiet, wellness-focused business that won't disrupt nearby properties. It meets zoning standards, enhances neighborhood aesthetics, supports local commerce, and poses no threat to property values.
3. The spa is a quiet, low-impact business that aligns with permitted uses. It enhances neighborhood appeal, supports local commerce, and does not obstruct development or infrastructure. It complements, not impedes, orderly growth.
4. Spa is fully connected to city water, sewer, and power. Roads and parking meet access. Drainage complies with Mt Prospect regulations. Facilities include restrooms, fire safety, and emergency exits per code.
5. Ingress and egress are designed to avoid bottlenecks, with clear signage and safe turning. Parking is on-site. Traffic flow is low-impact and staggered to avoid rush hour. No street congestion expected.

6. The proposed spa aligns with the village's comprehensive plan by promoting health, wellness, and community vitality. As a low-impact, service-oriented business, the spa supports mixed-use development goals, enhances local economic diversity, and contributes to a walkable, accessible neighborhood environment. Its presence encourages responsible land use and complements surrounding residential and commercial uses—consistent with the plan's vision for sustainable growth and quality of life.

7. The proposed spa will fully conform to all applicable regulations of the zoning district in which it is located, including requirements related to land use, building codes, signage, parking, and hours of operation. Any exceptions or modifications to these regulations will be pursued only through formal recommendations by the Planning and Zoning Commission, in accordance with established procedures. The spa is committed to maintaining compliance and transparency throughout the approval process, ensuring that its presence enhances the district while respecting its regulatory framework.

ALTA ACSM LAND TITLE SURVEY

BY
DUDA SURVEYING
FRANK J. DUDA, JR.
PROFESSIONAL ILLINOIS LAND SURVEYOR
327 VILLAGE DRIVE
CARL STREAM, ILLINOIS 60189-1929
(630) 665-0001 FAX (630) 665-1135
OF

ORDERED BY: HARVEY X. KOLOM, ATTORNEY AT LAW
ORDER NO. 18956

LOT 1 IN BRENTWOOD SQUARE CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE S.W. 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CONSOLIDATION RECORDED APRIL 16, 2001 AS DOCUMENT NUMBER 01005149, IN COOK COUNTY, ILLINOIS.

- NOTES:
1. THE FOLLOWING TITLE COMMITMENTS, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, WERE USED IN THE PREPARATION OF THIS PLAT: NO. 1409 00795442, EFFECTIVE DATE: OCTOBER 19, 2001 AND NO. 1409 007549173, EFFECTIVE DATE: APRIL 18, 1995.
 2. ACCORDING TO A FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 170129 0010 B, EFFECTIVE DATE: AUGUST 2, 1992 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NO PART OF THE HEREIN DESCRIBED PROPERTY LIES WITHIN A FLOOD PLAIN OR SPECIAL FLOOD HAZARD AREA.
 3. THERE ARE 211 MARKED PARKING SPACES, WHICH INCLUDES 7 MARKED FOR HANDICAPPED PARKING ONLY, ON SAID LOT 1.
 4. THE 6 FOOT HIGH WOOD FENCE ALONG THE NORTH AND EAST LINES OF LOT 1 IS ENTIRELY ON THE SUBDIVIDED, SINGLE FAMILY LOTS TO THE NORTH AND EAST, RESPECTIVELY.

STATE OF ILLINOIS)
J.S.S.

COUNTY OF DU PAGE)
TO: E.N.K. STRATHMORE, L.L.C.; E.N.K. BRENTWOOD, L.L.C.; AND CHICAGO TITLE INSURANCE COMPANY;
AND NORTH SIDE COMMUNITY BANK;

I, FRANK J. DUDA, JR., A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1998, AND INCLUDES ITEMS 1, 2, 4, 7A, 8, 9, 10, AND 11A OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSTANDING FURTHER CERTIFIED THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS CONFORMABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

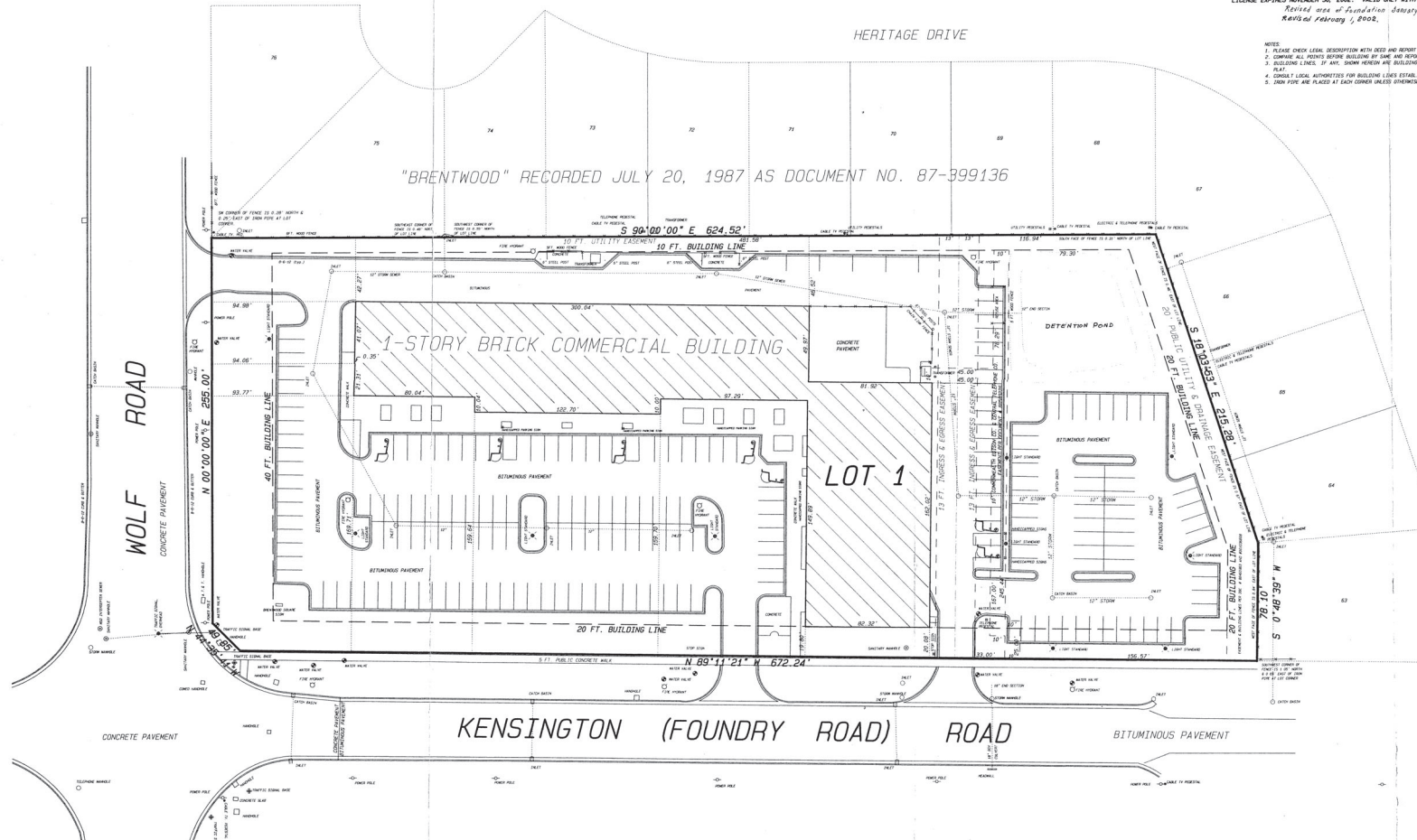
DATED DECEMBER 14, 2001.

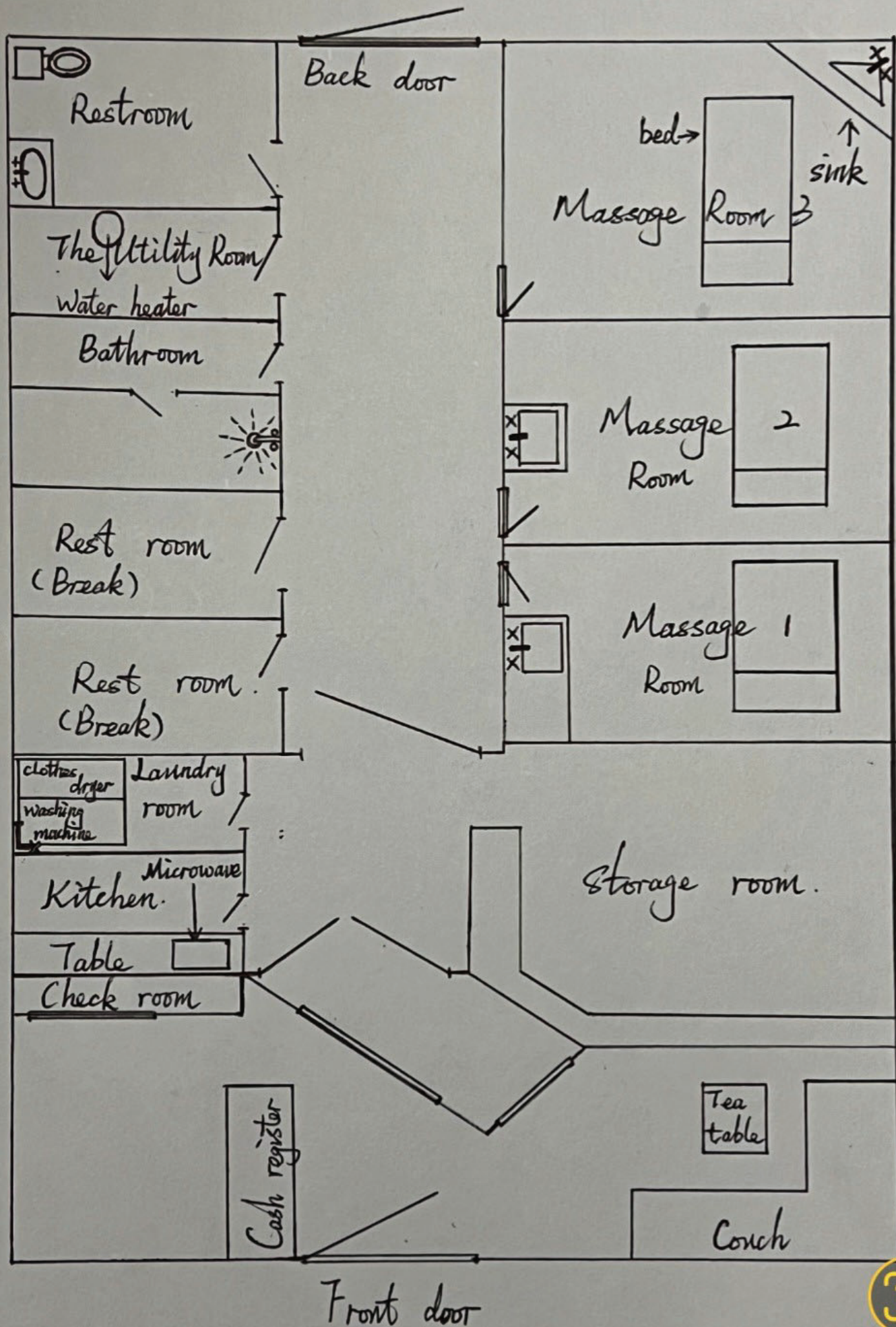
Frank J. Duda, Jr.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2124
LICENSE EXPIRES NOVEMBER 30, 2005. VALUED ONLY WITH ENDORSED SEAL.
Revised area of Foundation January 9, 2002.
Revised February 1, 2002.



- NOTES:
1. PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY.
 2. CORRECT ALL ERRORS BEFORE BEGINNING OF WORK AND REPORT ANY DISCREPANCIES AT ONCE.
 3. BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT.
 4. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.
 5. SHOW LINES AND PLACES AT EACH CORNER WHERE SHOWN ON THE PLAT.

AREA SUMMARY
TOTAL AREA LOT 1 = 136,034 SQUARE FEET = 3.1229 ACRES
TOTAL AREA COVERED BY FOUNDATION OF BUILDING = 33,293 SQUARE FEET





There is no signage affixed to the exterior wall of the business, making it easy to overlook at first glance. However, the name of the establishment along with its operating hours are clearly displayed on the front door. This information is printed in a visible format, allowing customers to identify the business and know when it's open, even in the absence of a traditional wall-mounted sign.

8d

Building Owner



Brentwood Square

Business	Number	Direction	Street Name	Suffix	SF
Annie's Pancake House	1706	E	Kensington	Rd	4000
Alien Smoke & Vape	1712	E	Kensington	Rd	1240
Vacant	1714	E	Kensington	Rd	1500
Chit Chaat Cafe	1716	E	Kensington	Rd	5000
Image Cleaners	1720	E	Kensington	Rd	1500
Vacant	1722	E	Kensington	Rd	1500
Subway	1724	E	Kensington	Rd	1500
Vacant	1726	E	Kensington	Rd	1240
Thx spa	1728	E	Kensington	Rd	1240
Any Nails Salon	1730	E	Kensington	Rd	1240
Vacuum Experts	1732	E	Kensington	Rd	1240
Jordan Barajas Insurance and Financial Services	1734	E	Kensington	Rd	1240
LadyBug & Friends - Mount Prospect	1738	E	Kensington	Rd	11400
Mi Restaurante	1742	E	Kensington	Rd	1000

Thanks Spa Business Plan

1. Executive Summary

Thanks Spa

Mt. Prospect, IL

Mission: To provide high-quality, therapeutic massage services that promote relaxation, healing, and overall well-being.

Vision: To become the go-to destination for stress relief and holistic wellness in the Chicago area.

Services: Swedish massage, deep tissue, hot stone therapy, aromatherapy, reflexology, couples massage

Target Market: Busy professionals, athletes, seniors, and individuals seeking stress relief

2. Operations Plan

Staffing

- One licensed massage therapist (owner/operator)

3. Daily Workflow

- 7 appointments/day, each 60–90 minutes
- 15–30 minutes between sessions for prep and sanitation

From: [miguel hernandez](#)
To: [Lalagos, Antonia](#)
Cc: [REDACTED]
Subject: RE 1728 E Kensington Rd / Conditional Use for Massage Therapy
Date: Friday, October 17, 2025 12:37:41 PM
Attachments: [Mt. Prospect letter.pdf](#)
[IMG_0232.heic](#)
[IMG_0232.heic](#)
[IMG_0232.heic](#)

Hello Ms. Lalagos,

This is Miguel Hernandez and I'm responding on behalf of Terry Hilton LLC and Mu Chun Li regarding your letter dated October 9, 2025, for the 1728 E. Kensington Rd / Conditional Use for Massage Therapy / Review #1.

Planning & Zoning:

1. Please see attached floor plan picture for your review. There is a restroom with a toilet and sink and a separate shower room (Bathroom in the picture). Each of the massage rooms have a little sink. The utility room has the water heater.
2. There is a reception area with a front desk and a couch and I have attached a picture of the front window/entrance.
3. Currently, only one employee employed. If business pick up in the future, then we will hire more employees as needed, but no more than three (3), but at the moment there is no intention to hire more employees.
4. Please see picture attached with dates and times of service.
5. Right now services are either walk-ins or by appointments. Appointments are preferred for time management, but walk-ins are welcome too.

Building Division:

6. The site is in good working condition and doesn't require any repairs or attention. This is an existing building and no repairs and modifications were done at time of rental. All fixtures and condition is as is from existing building. Please see picture of floor plan attached.

Fire Department:

7. NA (No Comments)

Public Works Department:

8. No site improvements are indicated, because nothing has been modified or built.

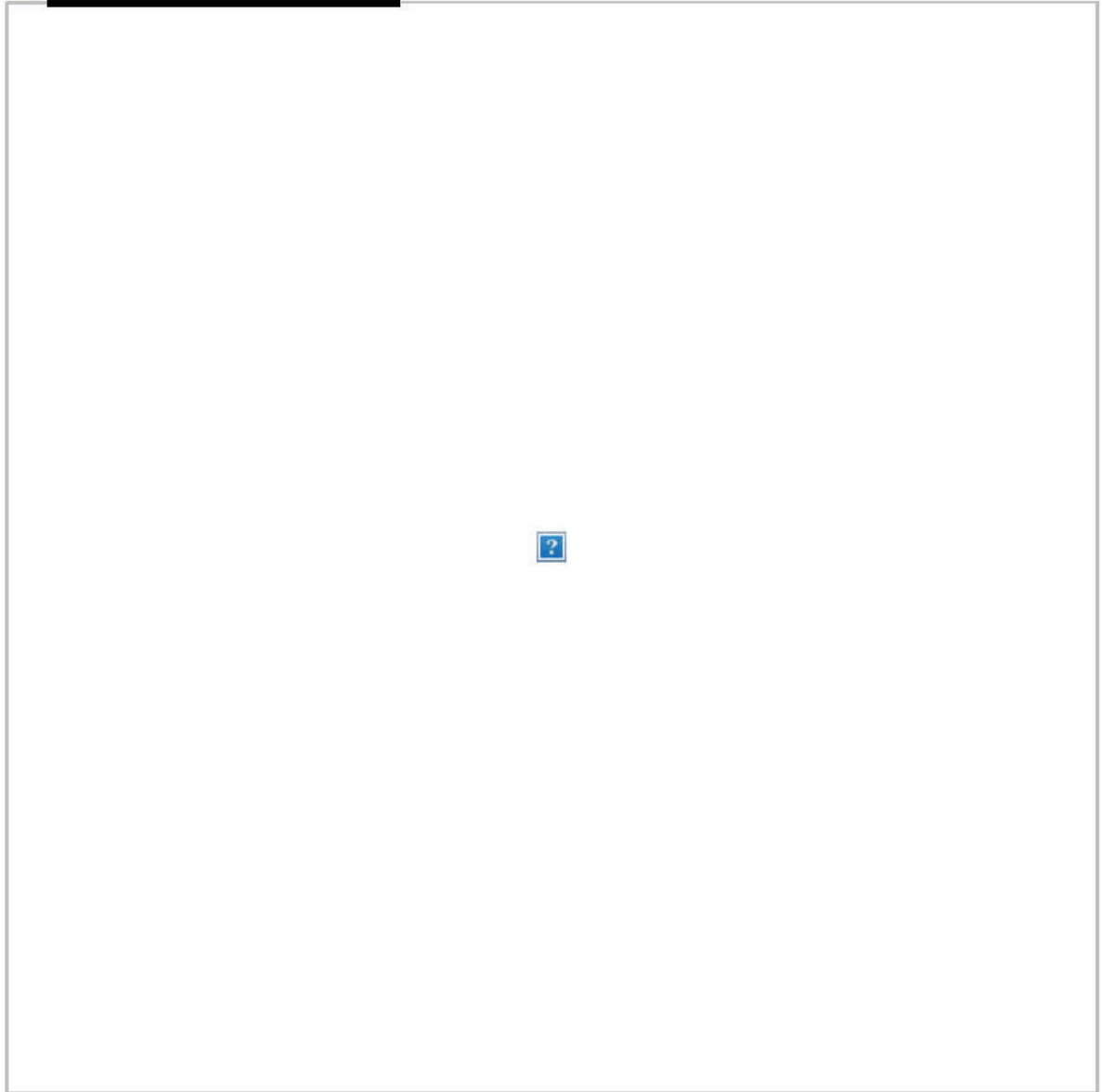
Please advise if any questions or concerns regarding the information provided above and the pictures attached. Please feel free to reply via email or mail to the address in file.

Sincerely,

Miguel A. Hernandez
On behalf of Terry Hilton LLC

cc:

[REDACTED]





come in we're
OPEN

BUSINESS HOURS

A.M.

P.M.

MONDAY

10:00 — 10:00

TUESDAY

10:00 — 10:00

WEDNESDAY

10:00 — 10:00

THURSDAY

10:00 — 10:00

FRIDAY

10:00 — 10:00

SATURDAY

10:00 — 10:00

SUNDAY

10:00 — 10:00

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

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

PROPERTY ADDRESS: 1728 East Kensington Road

PETITIONER: Terry Hilton LLC

PUBLICATION DATE: October 29, 2025

REQUEST: Conditional use approval to operate a massage therapy establishment at the subject property.

MEMBERS PRESENT: Joseph Donnelly
William Beattie
Fay Costa
Richard Rogers
Walter Szymczak

MEMBERS ABSENT: Michael Fricano
Donald Olsen
Ewa Weir

STAFF MEMBERS PRESENT: Charles Hogan – Development Planner
Jason Shallcross – Director of Community and Economic Development

INTERESTED PARTIES: Miguel A Hernandez

Chairman Donnelly called the meeting to order at 7:00 PM. Commissioner Beattie made a motion seconded by Commissioner Szymczak to approve the minutes from the Planning and Zoning Commission meeting on October 23, 2025. The minutes were approved 3-0 with Commissioner Rogers and Commissioner Costa abstaining from the vote.

After hearing three items of new business, Chairman Donnelly introduced case number PZ-25-25, 1728 East Kensington Road, a change of ownership for an existing massage therapy establishment at the subject property.

Mr. Hogan introduced the subject property, a single-story multi-tenant commercial building with a mixture of restaurant, retail, childcare, professional office, and personal service establishments. He reported that the tenant space has been a massage therapy establishment since 2012, and prior it was used as a dentist office.

Mr. Hogan explained that the petitioners propose to operate a 1,240 square foot massage establishment at the subject property, and intend to use the existing layout of the business and the

existing sign. The application stated that the business will provide high-quality therapeutic massage services that promote relaxation, healing, and overall wellbeing. Services outlined in the proposal include Swedish massage, deep tissue massage, hot stone therapy, aromatherapy, reflexology, and couples massage.

Mr. Hogan explained that there will be one full-time massage therapist to start, with potential to hire up to three more employees in the future. He noted that the proposed hours of operation are Monday through Sunday 10:00AM to 10:00PM. Mr. Hogan reported that clients are seen by appointment or walk-in, with up to seven appointments per day, each appointment lasting 60 to 90 minutes with 15 to 30 minutes between sessions for preparation and sanitation.

Mr. Hogan confirmed that the petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments. He reported that the addendums indicate the petitioners have been employed at massage establishments in Schaumburg, St Charles, Frankfort, and Orland Park, Illinois.

Mr. Hogan stated that the subject property is a shopping center between 30,000 and 150,000 square feet, which requires 4.5 spaces per 1,000 square feet of gross floor area. Restaurant tenants are calculated separately. He reported that the parking lot is striped with 206 parking stalls, including 7 accessible parking stalls. Mr. Hogan confirmed that the minimum parking requirement for the existing and proposed uses are met.

Mr. Hogan concluded that staff finds that the proposed conditional use meets the applicable standards contained in the Mount Prospect Zoning Ordinance. He 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:

"A conditional use to operate a massage therapy establishment at 1728 East Kensington Road, subject to the following conditions:

1. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
2. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
3. A new conditional use approval shall be required for:
 - a. A change of ownership involving 50% or more of the officers or partners;
 - b. A change in legal entity; or
 - c. A change in location."

Mr. Hogan stated that the Village Board's decision is final for this case.

Seeing no questions from the Commissioners, Chairman Donnelly invited the petitioner to the stand. Chairman Donnelly swore in the petitioners, Mu Chun Li and Shuxin Jian of Terry Hilton LLC, 1728 East Kensington Road, Mount Prospect, and Miguel A Hernandez, of Orland Park.

Chairman Donnelly asked the petitioner to provide a brief description of their case.

Mr. Hernandez explained that he knows the petitioners and is assisting them with the process. He explained that the petitioners had previously worked at the subject location and when the opportunity arose to buy the business, they purchased it from the prior owner and now have to go through the process of establishing the use. Mr. Hernandez stated that they mailed the legal notice and one envelope was returned. He shared that the petitioners have over 15 years of massage experience between them and confirmed that Ms. Li owns another establishment in Schaumburg and Ms. Jian owns another establishment in Orland Park. Mr. Hernandez reported that the petitioners recently acquired a business in Arlington Heights and that they wish to continue growing their business in Mount Prospect.

Commissioner Rogers and Commissioner Beattie asked if the petitioners understood the conditions of approval.

Mr. Hernandez replied that the petitioners completed the application and translated everything. He noted that Ms. Jian's husband speaks English and helped them too. Mr. Hernandez stated that Ms. Jian's husband could not attend the meeting so he offered to come instead. Earlier in the day he asked the petitioners to read over everything before the meeting to ensure they understood. Mr. Hernandez reiterated that as former employees of the business, both of them had longtime customers and that was why thought this would be a good opportunity.

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

UPON ROLL CALL AYES: Szymczak, Beattie, Rogers, Costa, Donnelly
NAYS: None

The Planning and Zoning Commission gave a positive recommendation (5-0) to the Village Board for the December 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 8:34 PM.



Antonia Lalagos, Development Planner

ORDINANCE NO.

**AN ORDINANCE GRANTING A CONDITIONAL
USE TO OPERATE A MASSAGE THERAPY ESTABLISHMENT AT
THE PROPERTY 1728 EAST KENSINGTON ROAD
MOUNT PROSPECT, ILLINOIS**

WHEREAS, Terry Hilton LLC, ("Petitioner"), is seeking a conditional use to operate a massage therapy establishment for property located at 1728 East Kensington Road, Mount Prospect, Illinois and legally described as:

LOT 1 IN BRENTWOOD SQUARE CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE S.W. 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CONSOLIDATION RECORDED APRIL 16, 2001 AS DOCUMENT NUMBER 01005149, IN COOK COUNTY, ILLINOIS.

PIN: 03-25-311-038-0000

WHEREAS, the "Petitioner" seeks a conditional use to allow a massage therapy establishment; and

WHEREAS, a Public Hearing was held on the request for a conditional use being the subject of PZ-25-25 before the Planning and Zoning Commission of the Village of Mount Prospect on the 13th day of November 2025 pursuant to proper legal notice having been published in the Daily Herald Newspaper on the 29th day of October 2025; and

WHEREAS, the Mayor and Board of Trustees of the Village of Mount Prospect have given consideration to the request herein and have determined that the request meets the standards of the Village and that the granting of the conditional use to allow a massage therapy establishment 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 operate a massage therapy

establishment for property located at 1728 East Kensington Road, Mount Prospect, Illinois subject to the following conditions:

1. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
2. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
3. A new conditional use approval shall be required for:
 - a. A change of ownership involving 50% or more of the officers or partners;
 - b. A change in legal entity; or
 - c. A change in location.

SECTION THREE: 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 December, 2025.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk
Village Clerk

November 24, 2025

Jason C Shallcross, AICP, CEcD
Director of Community Development
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, IL 60056
Via email: jshallcross@mountprospect.org

Dear Mr. Shallcross,

The Planning & Zoning Commission recommended approval of our Massage Therapy center, known as Thanks Massage Spa located at 1728 E. Kensington Rd., by a 5-0 vote from PZ Commission. Our request is scheduled to go before Village Board for the ordinance's first reading on December 2, 2025.

We are requesting that the Village Board waive the second reading, tentatively scheduled for December 16, 2025, and take final action at the December 2, 2025 meeting, because we are excited to bring this massage center to our community to offer all the health benefits a massage session can provide to the human body and also, we would like to take advantage of the holiday season to extend some specials to our clients and last to be able to activate employment to our massage therapist(s) who are ready and anxious to start working.

I appreciate your assistance in facilitating this request. Should you have any questions, feel free to contact us at 720-278-8866.

Sincerely,

Shuxin Jian

Mu Chun Li

Shuxin Jian & Mu Chun Li
1728 E. Kensington Rd.
Mr. Prospect, IL 60056

Signature: 
Shuxin Jian (Nov 21, 2025 20:39:29 CST)

Email: 

Signature: 
Mu Chun Li (Nov 21, 2025 20:54:59 CST)

Email: 



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 will decrease the number of Class "F-1" licenses by (1) MI RESTAURANT INC. d/b/a MI RESTAURANT 1742 E Kensington Rd., Mount Prospect, IL; (2) NEW PUSAN RESTAURANT INC. d/b/a NEW PUSAN RESTAURANT 1144 S. Elmhurst Rd., Mount Prospect, IL; Class "F-3" licenses by (3) VAANA GROUP M LLC. d/b/a CHIT CHAAT CAFE located at 1716 E. Kensington, Mount Prospect, IL; (4) PATINA MOUNT PROSPECT LLC d/b/a PATINA WINE BAR located at 133 W. Prospect Ave, Mount Prospect, IL;
Meeting	December 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

Mi Restaurant (Class "F-1") – In April 2025, Mi Restaurant owner, Mr. Perez, decided not to renew his liquor license for business reasons.

New Pusan Restaurant (Class "F-1") – After 22 years of service, New Pusan Restaurant owner, Mr. Yun Kap Ju, retired in September 2025. The Village wishes him well in his retirement.

Chit Chaat Cafe (Class "F-3") – On May 20, 2025, the Village Board approved an ordinance creating a new Class "F-3" Liquor License for Chit Chaat Cafe. Owner, Mr. Patel has since closed as of July 2025 due to personal reasons.

Patina Wine Bar (Class "F-3") – In April 2024, the Village Board approved an ordinance creating a new Class "F-3" Liquor License for Patina Wine Bar. Co-owners, Mr. Arifi and Mrs. Shaffer, have decided to close their Mount Prospect location in November 2025, and plan to shift focus to their restaurant in Park Ridge.

Discussion

Alternatives

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

Staff Recommendation

Staff recommends the deletion of these Class "F-1" and Class "F-3" liquor licenses in order to maintain an accurate number.

Attachments

1. Deletion of Chit Chaat, Patina, New Pusan, and MI Ordinance

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) MI RESTAURANT INC. d/b/a MI RESTAURANT 1742 E Kensington Rd., Mount Prospect, IL; (2) NEW PUSAN RESTAURANT INC. d/b/a NEW PUSAN RESTAURANT 1144 S. Elmhurst Rd., Mount Prospect, IL; Class "F-3" licenses by (3) VAANA GROUP M LLC. d/b/a CHIT CHAAT CAFE located at 1716 E. Kensington, Mount Prospect, IL; (4) PATINA MOUNT PROSPECT LLC d/b/a PATINA WINE BAR located at 133 W. Prospect Ave, 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
Six (6)	Class F-1 License
One (1)	Class F-1-V License
Five (5)	Class F-2 License
Six (6)	Class F-2-V License
Fifteen (15)	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; Mr. Kimchi Korean BBQ; Pueblo Viejo;	6
F-1-V	La Presa;	1
F-2	Buona; E-Sushi; Misoya Chicago; MOD Pizza; Sakae Restaurant;	5
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; Summertime; Sankyu Sushi; Texas Road House; The Prospect; Trezero's;	15
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	1



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE GRANTING A CONDITIONAL USE FOR A REDUCED REAR YARD SETBACK FOR ACCESSORY STRUCTURES, AND VARIATIONS FROM THE LOT COVERAGE REQUIREMENT AND THE ACCESSORY STRUCTURE SIZE, HEIGHT, AND LOCATION REQUIREMENTS FOR PROPERTY LOCATED AT 17 SOUTH MAPLE STREET, MOUNT PROSPECT, ILLINOIS (PZ-26-25)
Meeting	December 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 and property owner, Mitch Kenoe, requests multiple zoning variations and a conditional use to allow the expansion and continued placement of an existing nonconforming accessory structure located at 17 South Maple Street. An existing nonconforming shed, located in the Subject Property's rear yard, and the subject of the zoning request, has been in place for over 30 years, predating the Petitioner's purchase of the home in 2020. The current property owner did not construct the shed, and the Village has no record of a building permit for its original installation. The Petitioner applied for a building permit to convert the existing shed into an art/play studio in the same location with a request to expand the structure to include a porch/patio along its southern elevation as part of a Make-A-Wish Foundation grant for the Petitioner's child. The Village reviewed the permit request and approved the project on a temporary basis. The temporary approval allowed the conversion of the existing shed into an art/play studio to proceed but did not authorize the proposed expansion of the porch/patio area. The temporary approval also requires that the structure be removed prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property. To make the accessory structure, including any proposed expansions, permanent, the Petitioner was advised to seek the necessary relief from the Village's zoning code.

Zoning relief is requested to increase the height, size, and lot coverage of the structure; to reduce the rear yard setback for accessory structures; and to permit its placement within an unplatted easement beneath overhead utility lines. The Planning and Zoning Commission has final authority over variations for accessory height and lot coverage, while the Village Board has final authority over variations for accessory structure size, placement beneath utility lines,

and the conditional use for a rear yard setback reduction for accessory structures.

The requests would formalize the structure's continued use as a reasonable accommodation under the Americans with Disabilities Act. All affected utility companies (ComEd, AT&T, and Comcast) conditionally approved the encroachment and restoration obligations remain with the property owner.

Discussion

Staff finds that the requested relief meets the standards for a reasonable accommodation and conditional use because the structure's use is directly related to the disability-related needs of the Petitioner's child. Accordingly, staff supports approval of the requested variations for height, size, and lot coverage, and the conditional use for rear yard setback reduction, as well as the structure's temporary location within an unplatted easement beneath the overhead utility lines. However, staff does not support allowing the expanded accessory structure to remain within the easement in perpetuity, as such permanence would exceed what is reasonably necessary to accommodate the disability-related use. Staff recommends that the art/play studio be restored to its original nonconforming shed use or demolished entirely prior to issuance of a transfer stamp for any future sale or conveyance of the property.

Additionally, the Petitioner should be required to provide a French drain or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage to the satisfaction of the Village Engineer, prior to issuance of a building permit.

Public Comment: At the November 13, 2025, Planning and Zoning Commission meeting, a resident and neighboring property owner expressed support for the proposed project and requested that the Commission consider allowing the shed and addition to remain in perpetuity. Three letters of support were provided by neighboring property owners.

Planning and Zoning Commission: The Planning & Zoning Commission recommended approval of the zoning requests related to the increases to the maximum height of the accessory structure and maximum lot coverage (requests under the Planning and Zoning Commission's purview) with a vote of 4–1 (Commissioner Rogers dissenting). Additionally, the Commission modified one of the six conditions of approval. The original condition recommended by staff allowed the petitioner to either restore the structure to a shed or remove it prior to the issuance of a transfer stamp; however, the Commission revised this to require full removal of the structure prior to the issuance of a transfer stamp. The Commission emphasized the importance of achieving zoning compliance over time, avoiding any perception of rewarding work conducted without a permit, and ensuring that the homeowner does not profit from the zoning relief being granted. The Commission also approved a sixth condition—a statement to the Village Board—acknowledging that some of the zoning requests in the application are final actions of the Planning and Zoning Commission while others are merely recommendations. The statement further requests that the Village Board review the application in its entirety and modify or rescind any portions of the application that are otherwise Planning and Zoning Commission final, where doing so is in the best interest of the Village. The Petitioner is appealing the Commission's decision to require the removal of the structure prior to the sale of the home.

Waive Second Reading: The Petitioner is requesting that the Village Board waive the second reading and take final action at the December 2, 2025 meeting.

Alternatives

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Approve** a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;
 - b. The improvements shall be in strict conformance with the plat of survey attached as Exhibit B of the staff report;
 - c. The art/play studio including the porch/patio addition shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and
 - d. The art/play studio including the porch/patio addition shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
4. **Approve** a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.
5. **Approve** a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition:
 - a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.
6. **Approve** a statement to the Village Board that, recognizing that certain zoning requests in the application are Planning and Zoning Commission final and others merely recommendations, the Village Board review the application as a whole, feeling free to modify or rescind any aspects of the application that are Planning and Zoning Commission final where it deems it in the best interest of the Village.
7. Action at the discretion of the Village Board.

Staff Recommendation

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Approve** a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures

shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;

b. The improvements shall be in strict conformance with the plat of survey attached as Exhibit "A" of the attached ordinance;

c. The art/play studio including the porch/patio addition shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and

d. The art/play studio including the porch/patio addition shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.

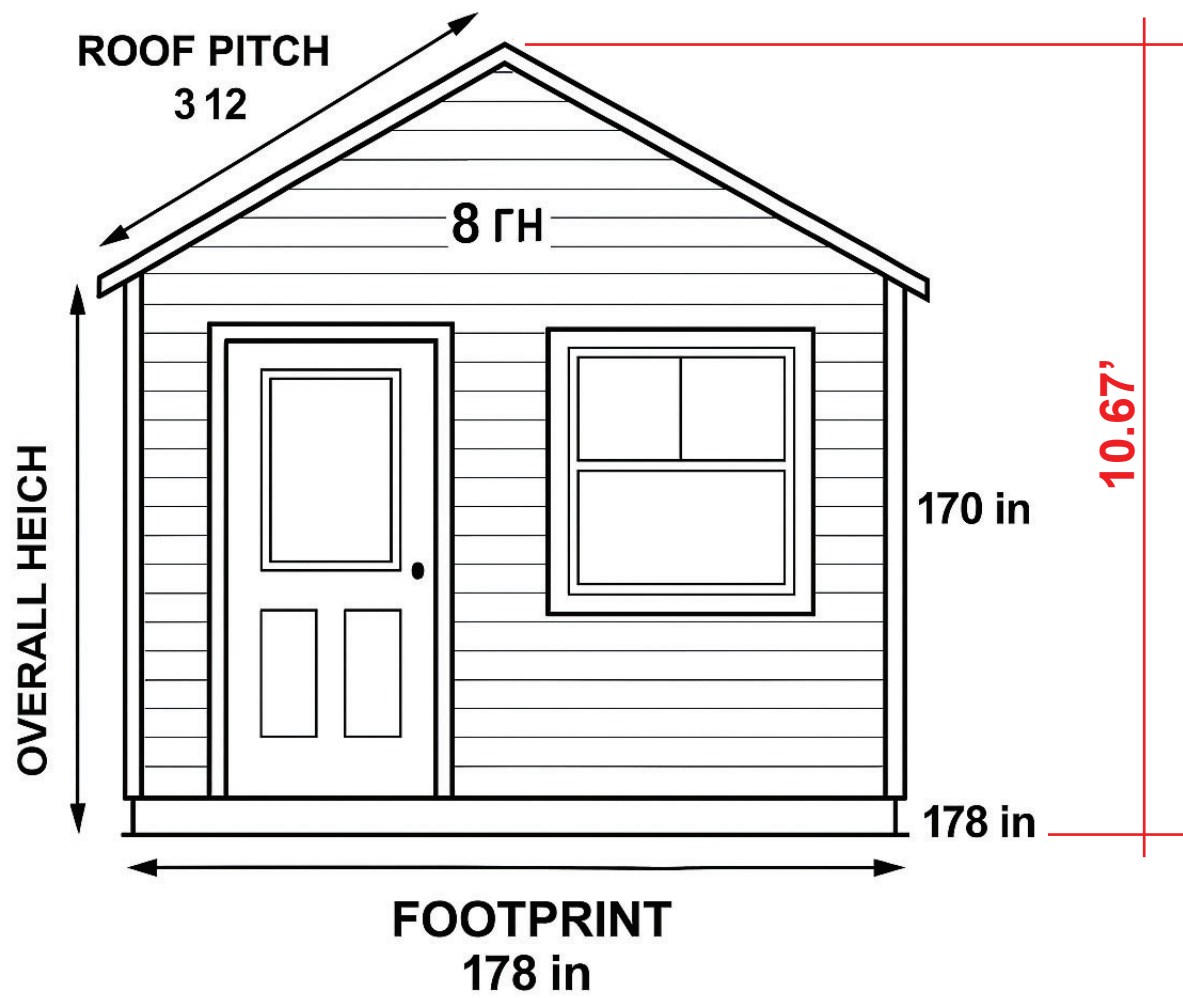
4. **Approve** a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.

5. **Approve** a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition:

a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.

Attachments

1. PZ-26-25 Plans
2. PZ-26-25 Staff Report_rev
3. PZ-26-25 Administrative Content__Redacted
4. PZ-26-25 Request to Waive Second Reading
5. PZ-26-25 Request to Appeal PZC Condition of Approval
6. PZ-26-25 Public Comment Letters
7. PZ-26-25 Utility Company Letters
8. PZ-26-25 Ordinance
9. PZ-26-25 Meeting Minutes





DESIGN PACKAGE
FEBRUARY 18, 2025

CONTACT INFO
Design on Pine, LLC
220 S. Pine St.
Mount Prospect, IL 60056
ContactDesignOnPine@gmail.com

CLIENT INFO
Katie, Mitch, and June Kenoe
17 S. Maple St.
Mount Prospect, IL 60056
kkenoe6@gmail.com

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Site Visit Photos & Notes

3

Inspiration Mood Board

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2D Floor Plan

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Design Images

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Design Notes & Additional Dimensions



EXISTING SHED NOTES:

- Currently, the shed is used for storage, with one large garage door, concrete floor, and exposed framing interior.
- Garage door is on the south side of the shed
- One small window is located on the west side of the shed, facing an exterior storage area

CLIENT DISCUSSION NOTES:

- Client would like to visualize how the shed interior can be laid out with a lofted area, TV area, desk area, and space for a mini fridge.
- Color inspiration: Light blue (Prospect High School Columbia Blue)
- Interested in including a deck with hanging chairs and pergola
- Discussed adding a skylight or window to let in more natural light

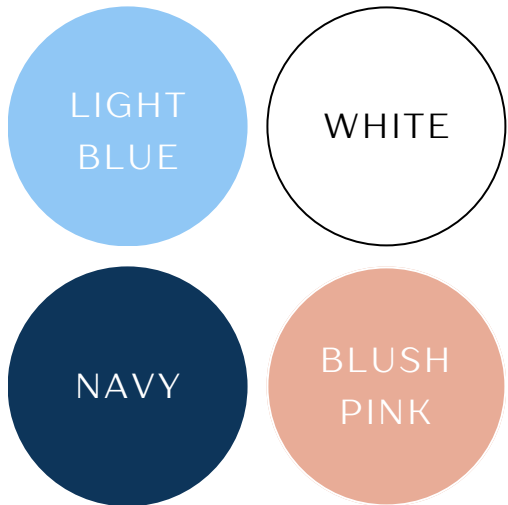




LOFTED PLAY AREA INSPIRATION



SHIP LAP



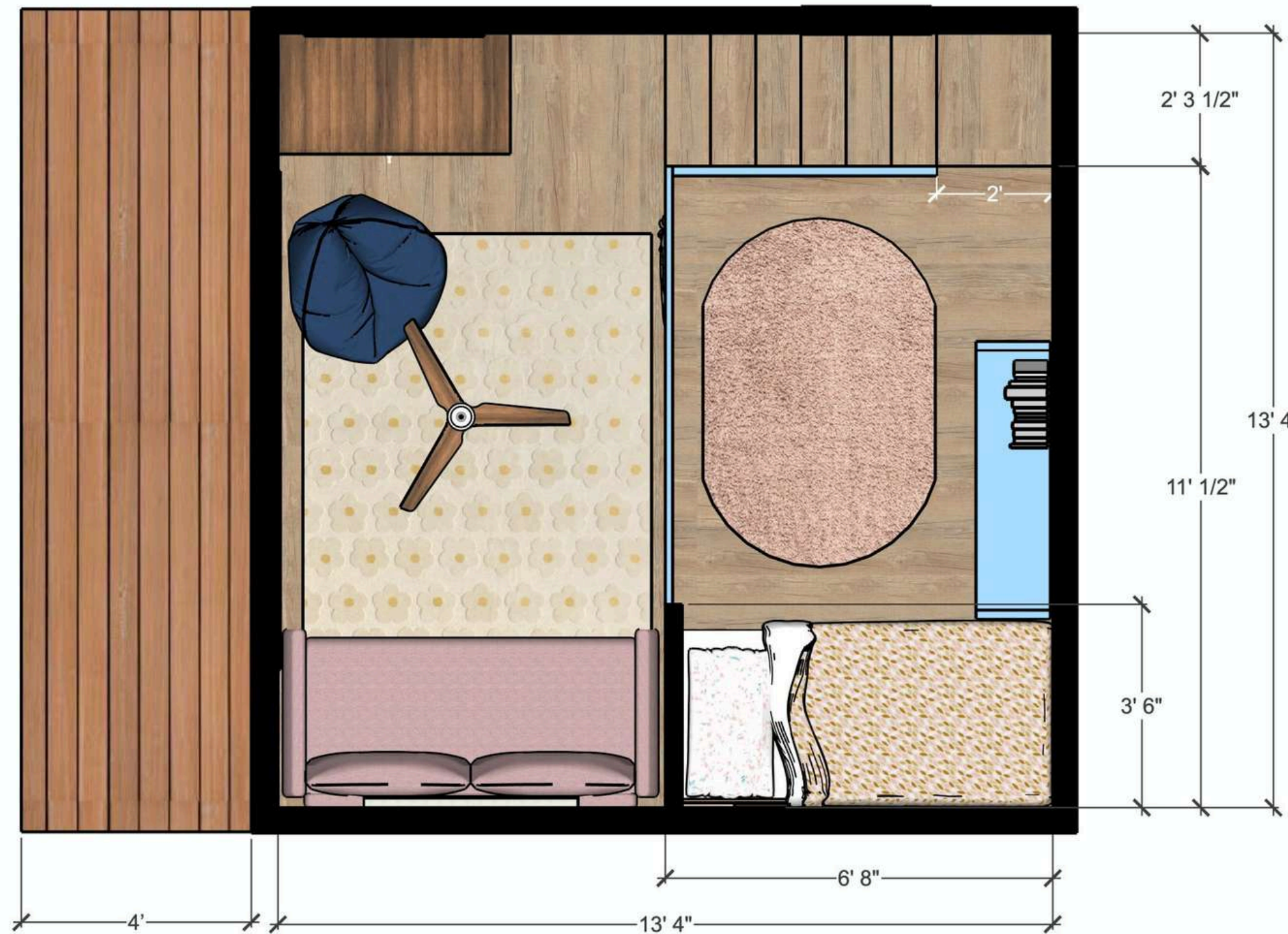
COLOR PALETTE



INSPIRATION MOOD BOARD

17 S. MAPLE – KENOE
DESIGN PACKAGE





Ceiling Fan to be centered East-West on the door, and North-South in the non-lofted half of the shed. Ceiling Fan to include a light.

Designs are for visual purposes only, to provide an overall plan for the design.

Any structural or utility changes are the responsibility of the client to hire the appropriate professionals to review & go through permitting/zoning/code review as needed.

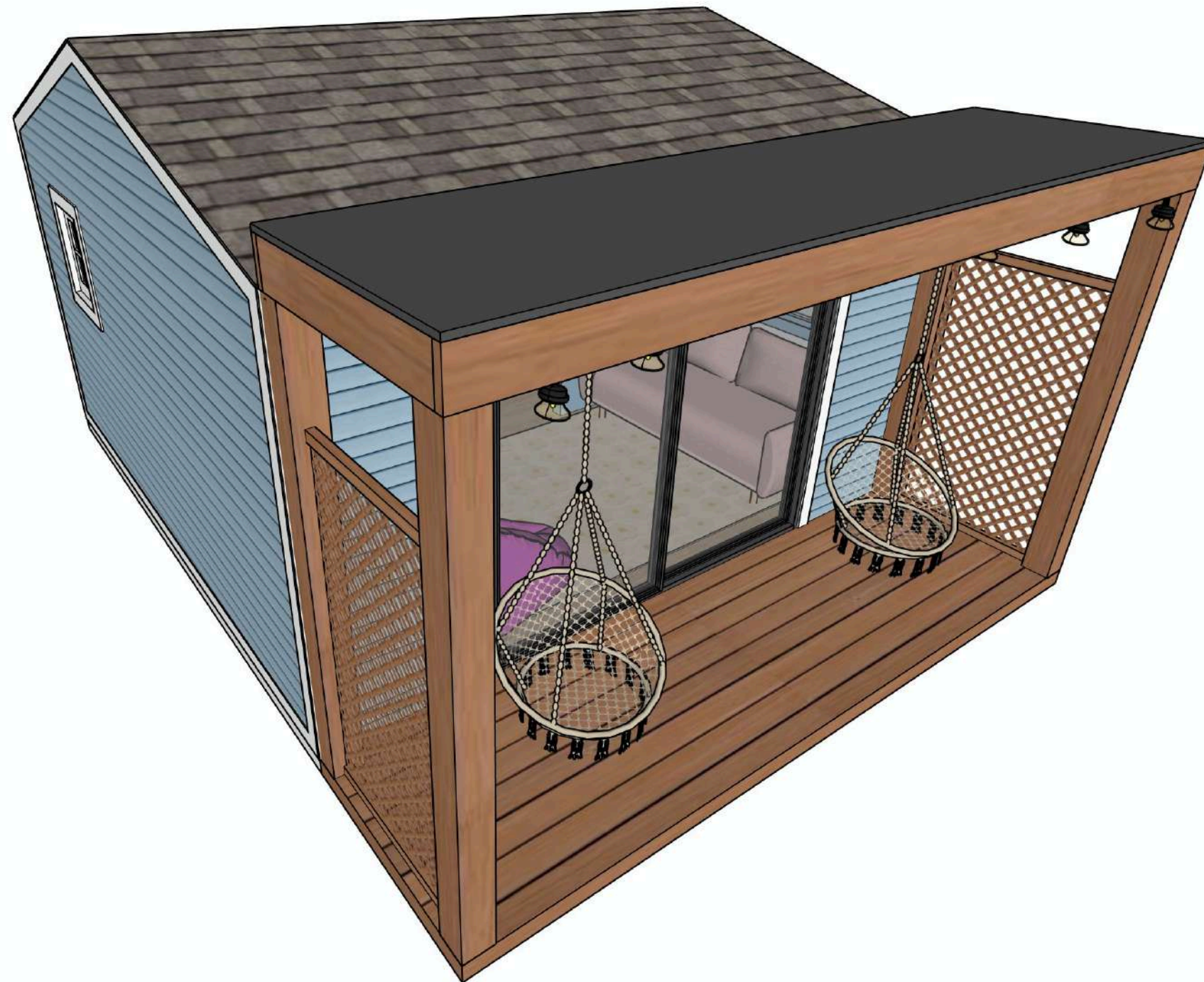
Dimensions provided are approximate and client/contractor is responsible for their own measurements before installation.

Client/Contractor to determine details regarding wood types/sizes etc. for any proposed carpentry.

Client/Contractor to determine locations of utilities not shown in the design images, such as outlets, light switches, HVAC, etc.

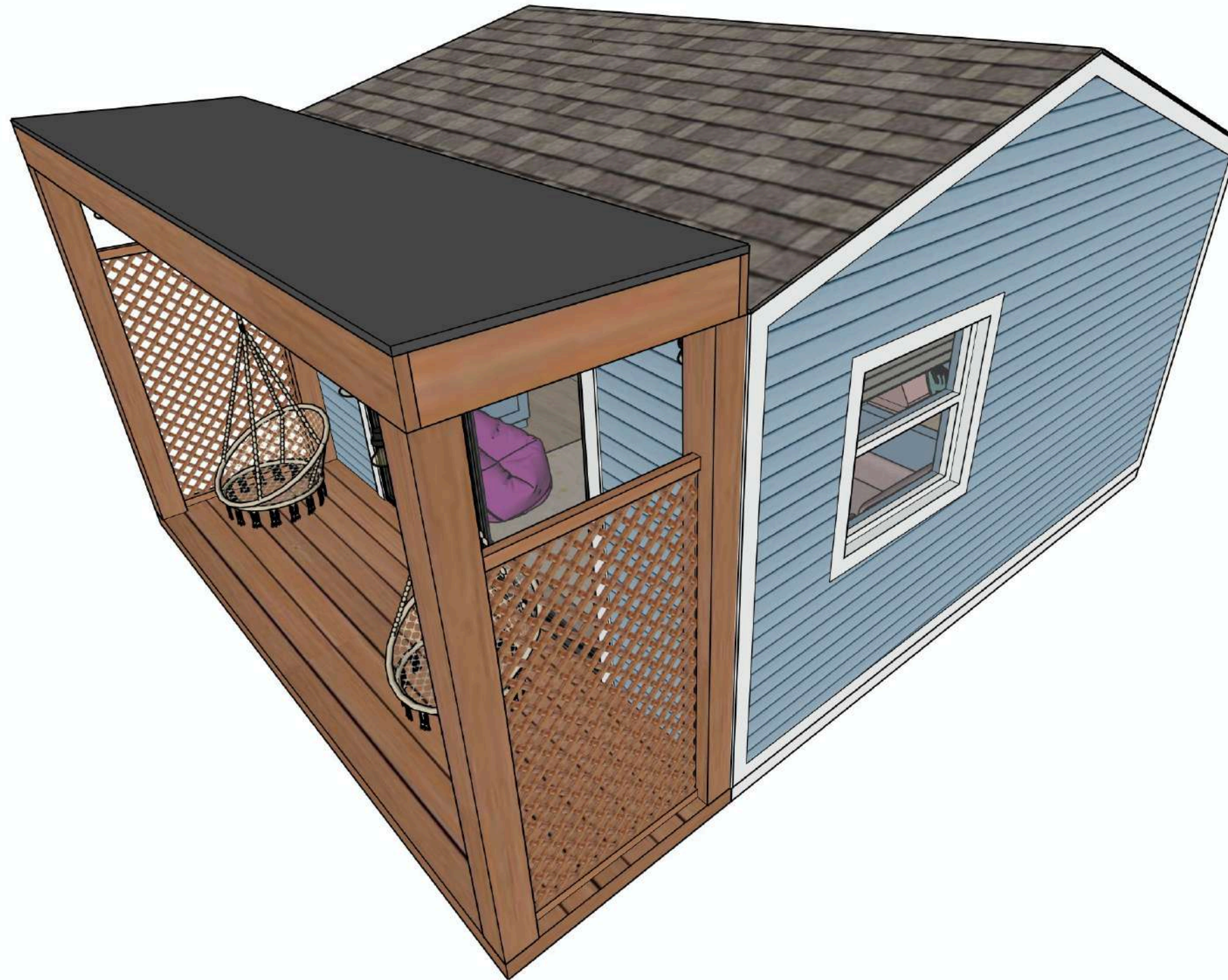
2D FLOOR PLAN

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



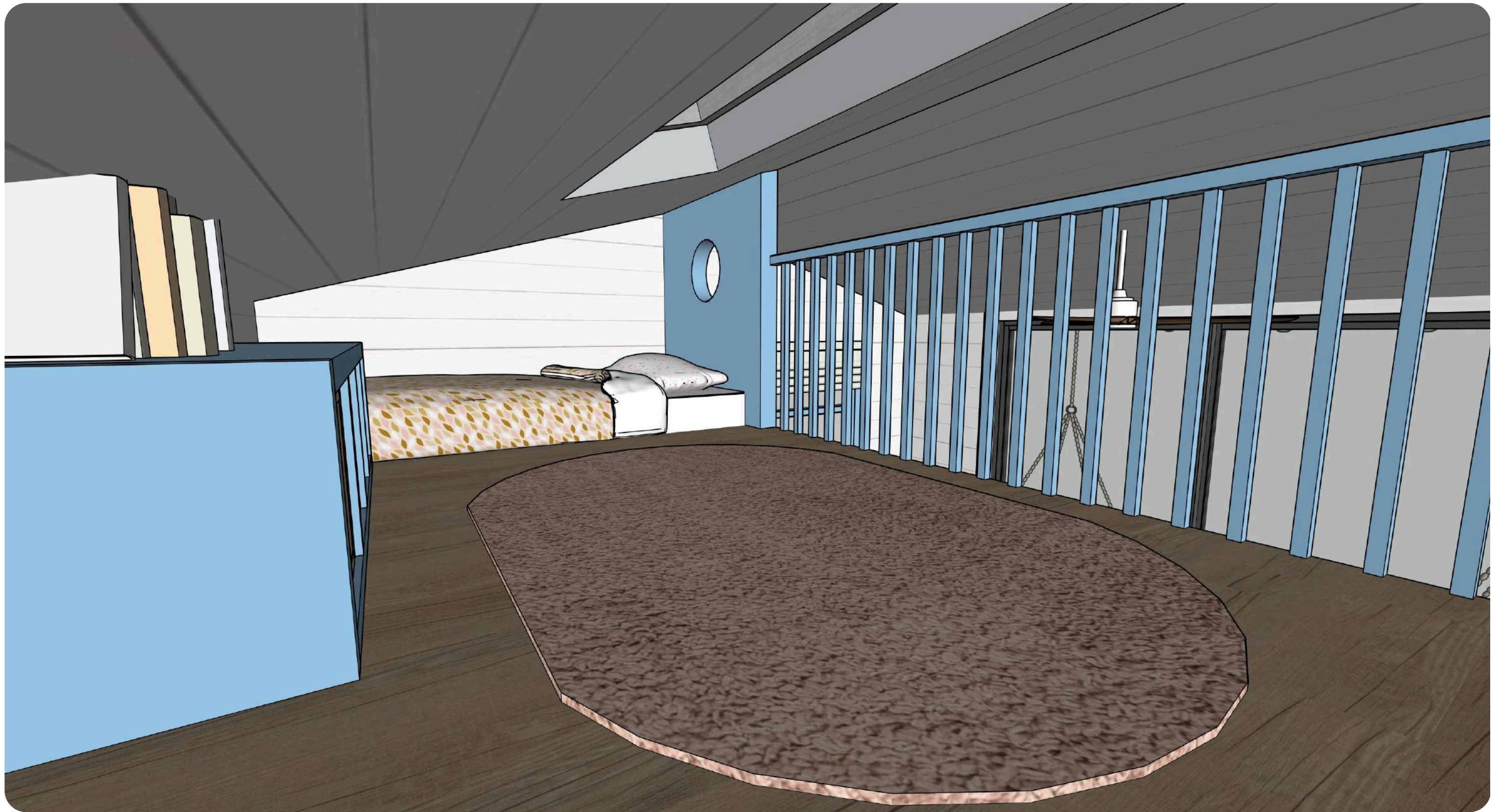
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
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DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



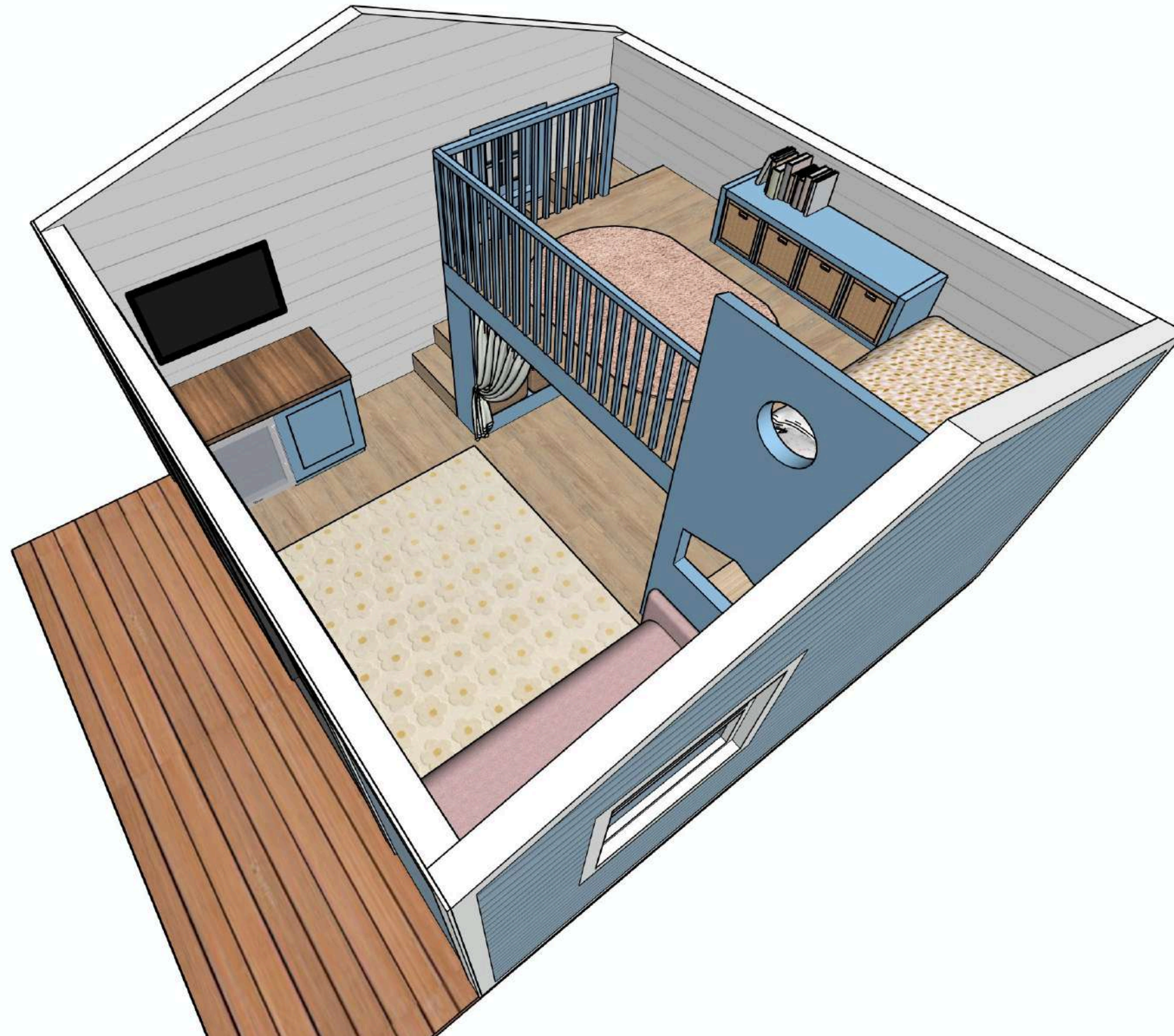
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



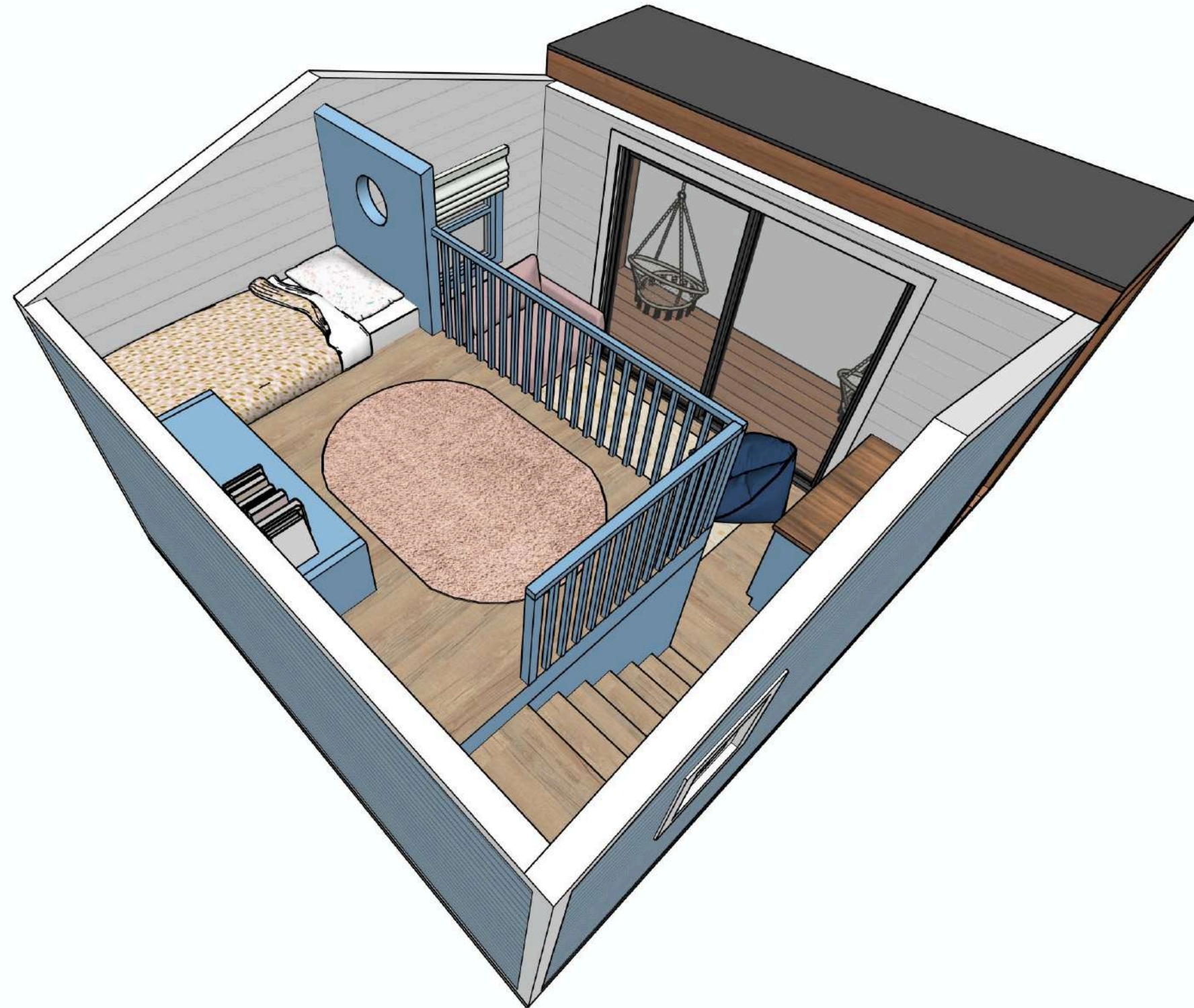
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



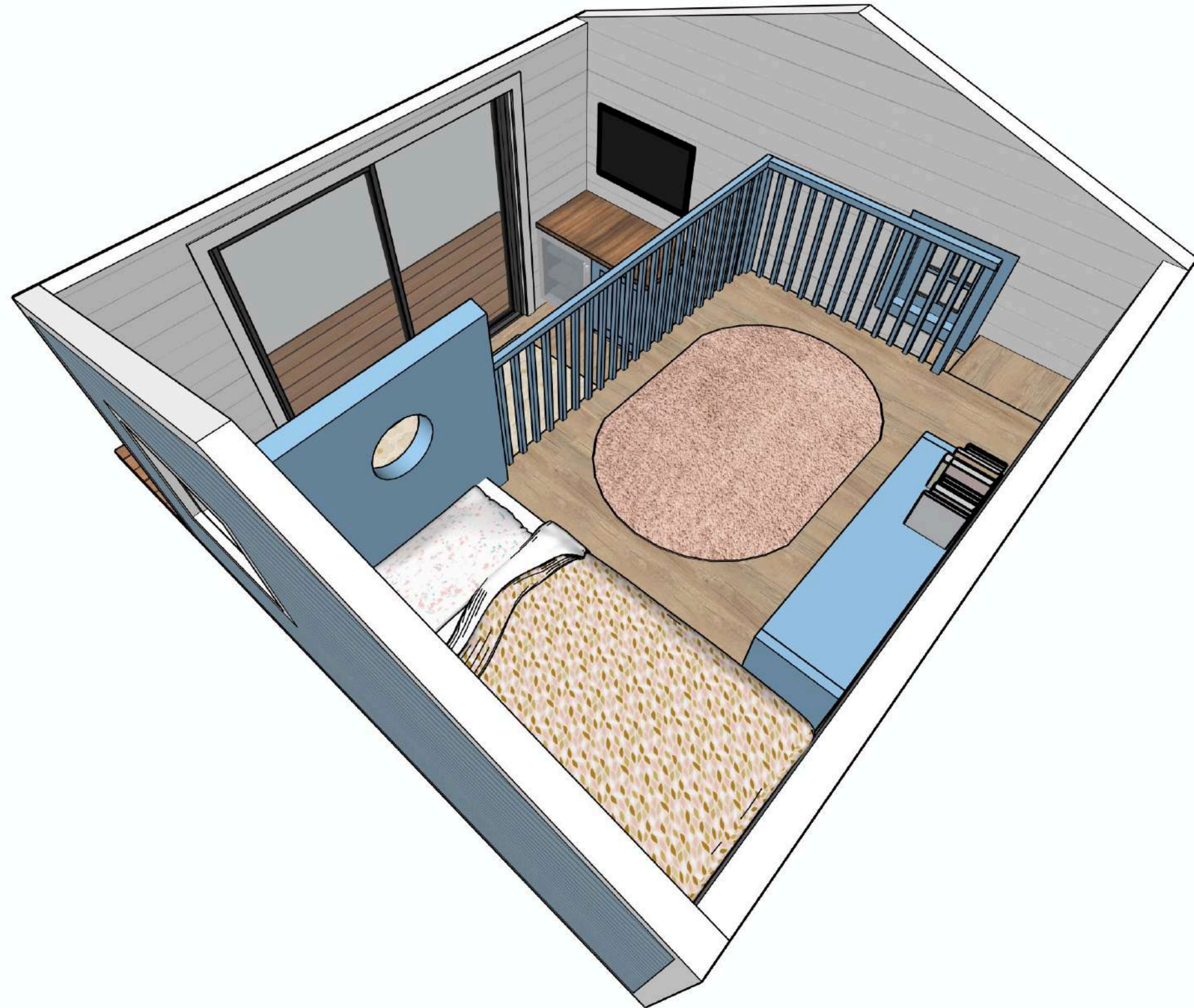
DESIGN IMAGES

17 S. MAPLE – KENOE
DESIGN PACKAGE



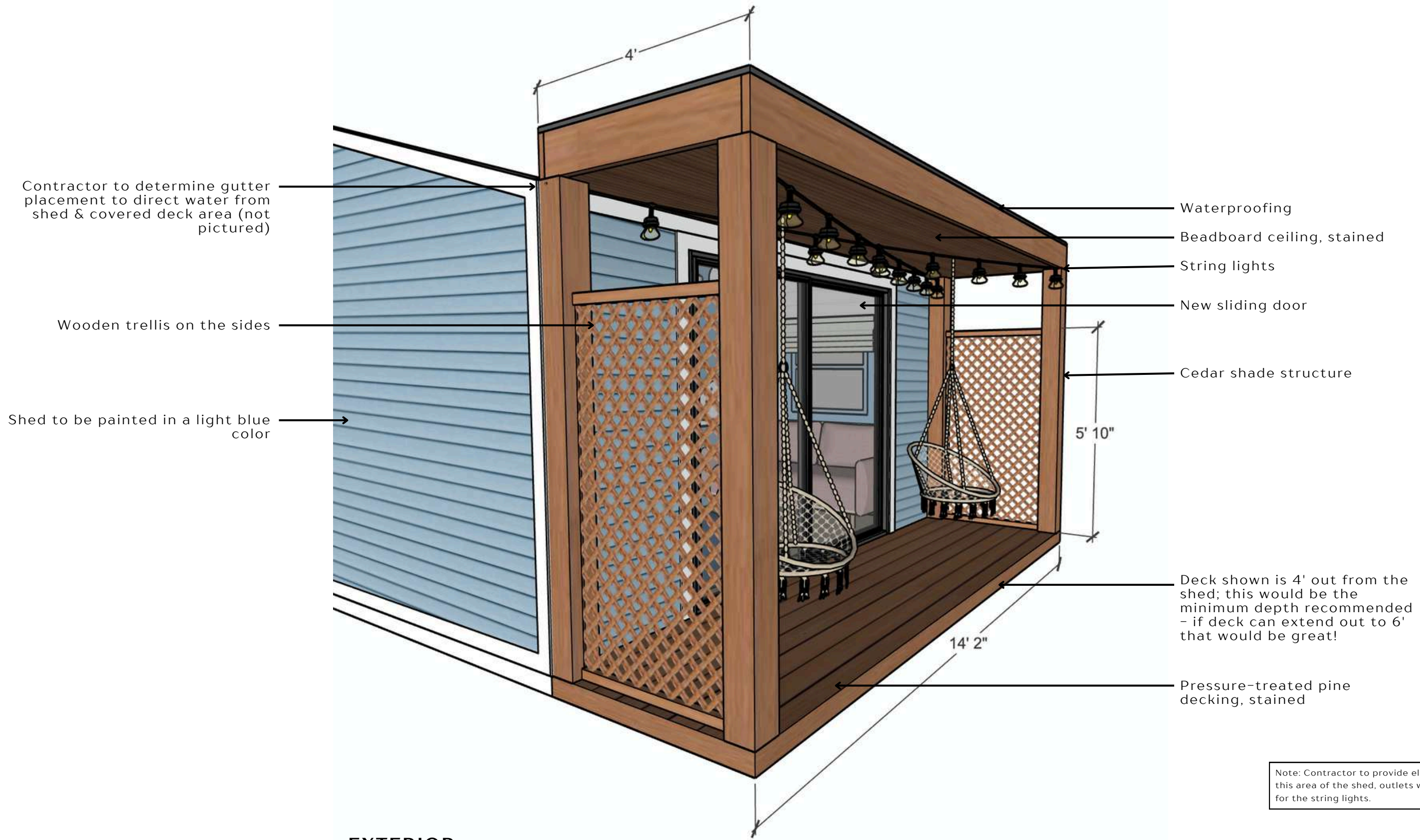
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



Note: Contractor to provide electrical outlets as needed. In this area of the shed, outlets will be needed at a minimum for the string lights.



DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE



Note: Contractor to provide electrical outlets as needed. In this area of the shed, outlets will be needed at a minimum for the TV and refrigerator. (Preferably one right behind the TV and one inside the cabinet to minimize exposed cords)

BUILT-IN UNDER TV

DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE – KENOE
DESIGN PACKAGE

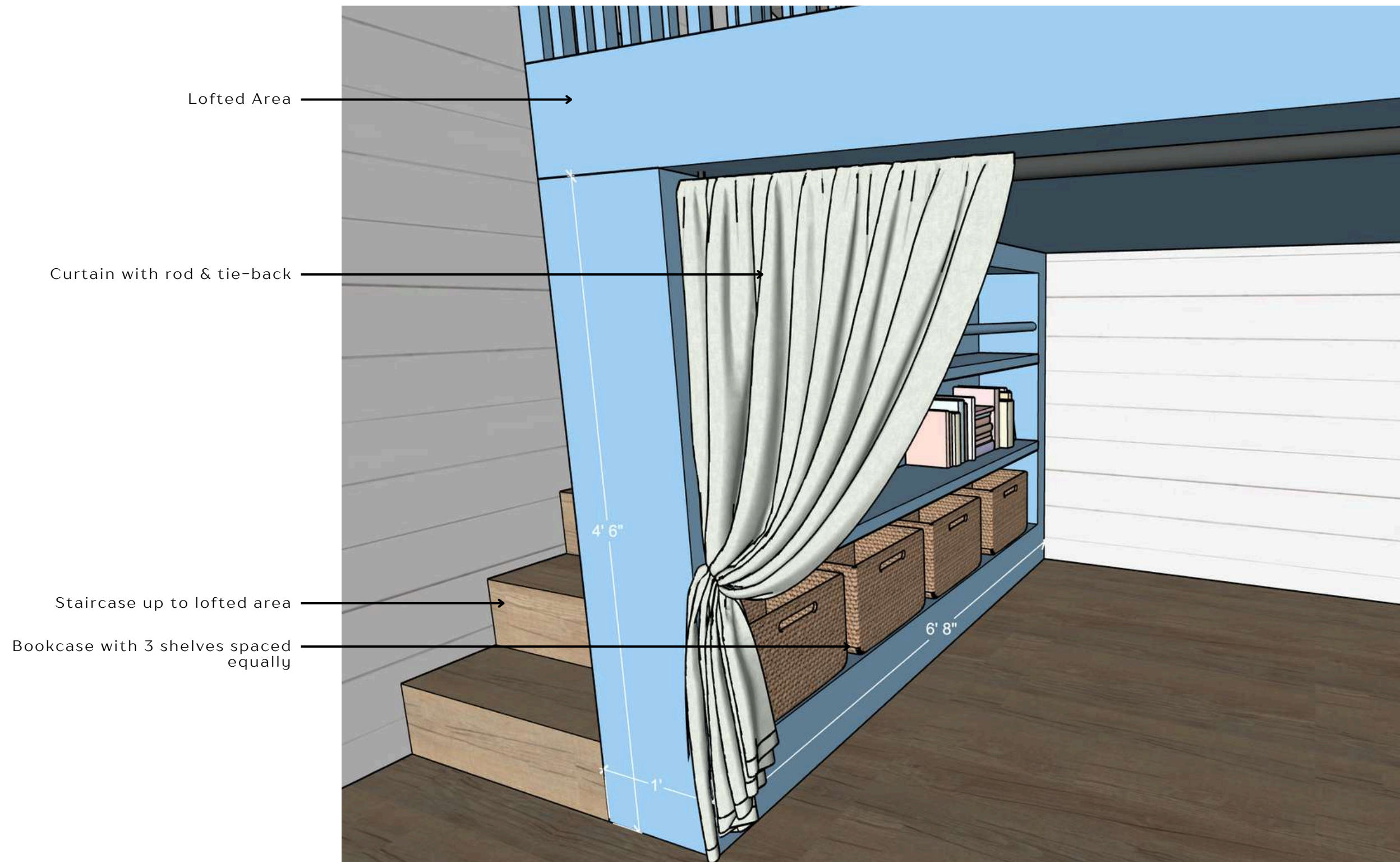




DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE





BUILT-IN BOOKSHELF UNDER LOFTED AREA

DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE



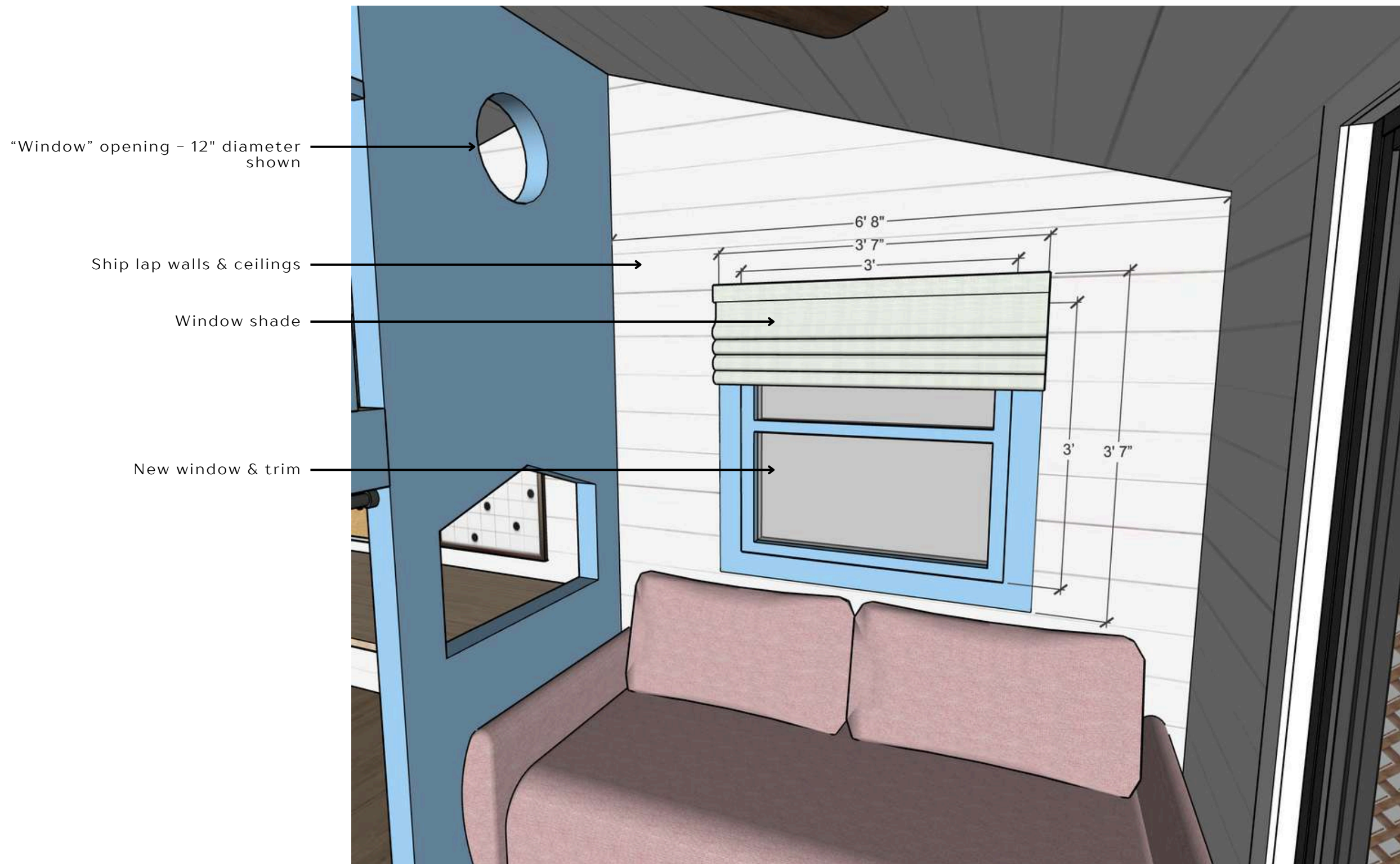
Note: Contractor to provide electrical outlets as needed. In this area of the shed, adding an outlet is recommended so that client can include a small lamp, string lights, or use it for any other electronic devices.

LOFTED AREA



DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE – KENOE
DESIGN PACKAGE



NEW WINDOW

DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE



DATE: November 6, 2025

CASE NUMBER

PZ-26-25

APPLICANT/PROPERTY OWNER

Mitch Kenoe

PUBLIC HEARING DATE

November 13, 2025

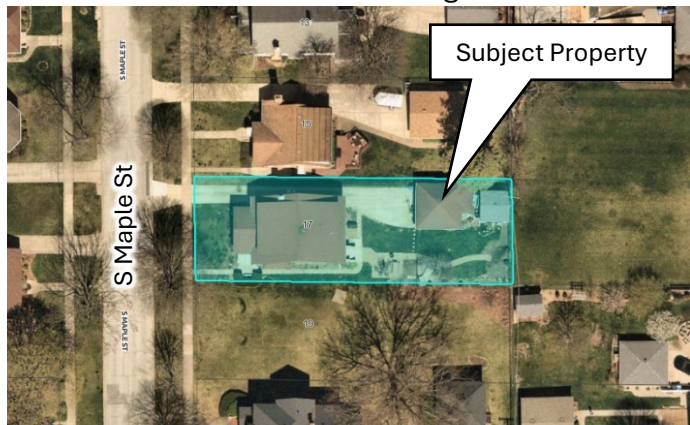
PROPERTY ADDRESS/LOCATION

17 S Maple Street

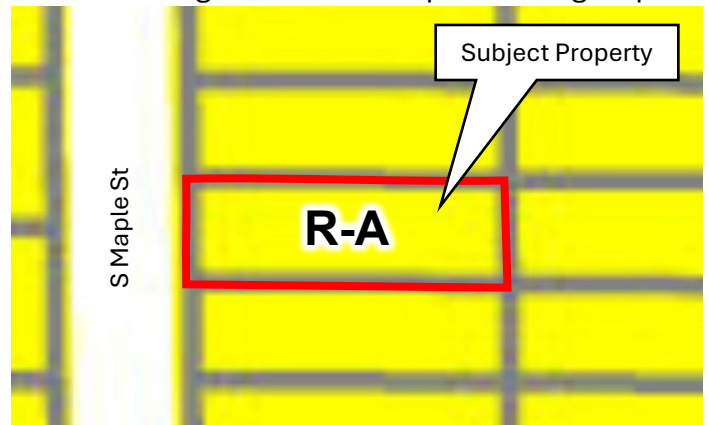
BRIEF SUMMARY OF REQUEST

The “Petitioner” and property owner, Mitch Kenoe, seeks multiple zoning variations—to increase the permitted height and size of an accessory structure, to increase the allowable lot coverage, and to obtain conditional use approval for a rear yard setback reduction applicable to accessory structures—to allow the expansion and continued placement of an existing nonconforming accessory structure beneath overhead utility lines located at 17 South Maple Street (“Subject Property”). The Planning and Zoning Commission has final authority over the variations pertaining to accessory structure height and lot coverage, while the Village Board has final authority over the variations related to accessory structure size, placement beneath overhead utility lines, and the conditional use for a rear yard setback reduction for accessory structures. The proposal satisfies the criteria for reasonable accommodations, and staff is generally supportive of the requested relief.

2024 Aerial Image



2025 Village of Mount Prospect Zoning Map



EXISTING ZONING

R-A
Single-Family Residential

EXISTING LAND USE/ SITE IMPROVEMENTS

Residential

SURROUNDING ZONING & LAND USE

North: R-A Single-Family Residential
East: R-A Single-Family Residential (vacant)
South: R-A Single-Family Residential
West: R-S Single-Family Residential

SIZE OF PROPERTY

0.18 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

BACKGROUND / PROPERTY HISTORY

The Subject Property was annexed into the Village in 1917 and is located on the east side of South Maple Street, north of East Busse Avenue. The Subject Property contains a single-family residence with associated improvements, is zoned R-A Single Family Residence, and is bordered by the R-A District on all sides (the R-A zoned properties to the east are currently vacant). Permit records indicate that various improvements have been made since the home's construction, including upgrades to the roof, fencing, front porch, and flatwork.

An existing nonconforming shed, located in the Subject Property's rear yard, and the subject of the zoning request, has been in place for over 30 years, predating the Petitioner's purchase of the home in 2020. The current property owner did not construct the shed, and the Village has no record of a building permit for its original installation. While there is no utility easement platted in the area where the existing shed is located, the structure sits beneath existing overhead utility lines along the east property line (rear portion of the Subject Property). As a result, any future maintenance or repair activity by the utility provider(s) may potentially require access to the area occupied by the shed and/or cause damage to the shed.

Earlier this year, the Petitioner applied for a building permit to convert the existing shed into an art/play studio in the same location with a request to expand the structure to include a porch/patio along its southern elevation. The proposed project is part of a Make-A-Wish Foundation grant for the Petitioner's child. The Village reviewed the permit request and approved the project on a temporary basis. The temporary approval allowed the conversion of the existing shed into an art/play studio to proceed but did not authorize the proposed expansion of the porch/patio area. The temporary approval also requires that the structure be removed prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property. To make the accessory structure, including any proposed expansions, permanent, the Petitioner was advised to seek the necessary relief from the Village's zoning code.

PROPOSAL

The Petitioner is seeking the zoning relief necessary to allow the existing nonconforming accessory structure to remain in place in perpetuity and to further allow the construction of a permanent porch/patio addition that requires additional zoning relief for maximum accessory structure height, size, lot coverage, rear yard setback, and permanent placement of an accessory structure beneath overhead utility lines. The Petitioner is requesting the following zoning relief:

1. A variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet. (+6.7% PZ Final)
2. A variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 square feet. (+205.7% VB Final)
3. A variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement in perpetuity. (CD Dir/VB Final)
4. A variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%. (+12.3% PZ Final)
5. A conditional use permit to reduce the minimum rear yard setback for accessory structures from 3 feet (3'-0") to 2 inches (0'-2") for the construction of an accessory structure. (-94.4% VB Final)

The Petitioner's requests are based on the shed's continued use for the benefit of the property owner's child who has a disability and is intended to ensure compliance with the American with Disabilities Act reasonable accommodation provisions. Pursuant to the ADA's Title II (28 CFR § 35.130(b)(7)(i)), local governments are required to make reasonable modifications or accommodations to policies, practices, and regulations when such modifications are necessary to afford individuals with disabilities an equal opportunity to use and enjoy their housing, unless doing so would fundamentally alter the nature of the program. Staff has considered these considerations in the review and analysis of the requested conditional use and variation requests.

The following table outlines the project's compliance with the bulk regulations and accessory structure requirements for the R-A Single Family Residential district.

Minimum Setbacks	R-A Code Requirement	Proposed	
		Art Studio Only	Art Studio with Porch/Patio
Front (W)	30'	No change	
Interior Side (N)	5.0'	No change	
Interior Side (S)	5.0'	No change	
Rear (E)	25'	No change	
Max. Lot Coverage	50% (3928 SF)	54.9% 4310 SF (+382 SF or 9.7%)	56.2% 4413 SF (+485 SF or 12.3%)
Max. Front Yard Coverage	45%	No change	
Max. Floor Area Ratio	0.50	0.40	0.40
Max. Height for Sheds	10 feet	10.67' (+6.7%)	
Max. Size for Sheds	157 SF	220 SF (+140.1%)	323 SF (+205.7%)
Setbacks for Accessory Structures	3' from side and rear property lines	3'-1" from interior side property line 0'-2" from rear property line	

Conditional Approval from Public Utility Companies

Per staff's request, the Petitioner obtained conditional approvals from ComEd, AT&T, and Comcast for the proposed encroachment. All three utility providers stated they have no objection to the art studio/shed and porch/patio within the easement, provided the improvements do not interfere with utility access or maintenance. Each approval places responsibility on the property owner to remove or restore the structures at their own expense if access is required. ComEd's approval prohibits expansion and is subject to binding terms and conditions; AT&T emphasized that the structure remains at the owner's risk; and Comcast advised contacting J.U.L.I.E. before excavation and coordinating any facility relocations directly with the company.

Staff recommends approval of the shed's continued location beneath the overhead utility lines, including the associated increases in lot coverage, size, and height for the conversion of the shed into an art/play studio with an attached porch/patio, as part of the reasonable accommodation request, because its use is tied to the disability-related needs of the Petitioner's child. However, staff does not support the request to allow the accessory structure, including the porch/patio addition, to remain

within the easement in perpetuity, as this would extend beyond what is reasonably necessary to accommodate the disability-related needs of the Petitioner's child. Accordingly, staff recommend conditions requiring the Petitioner to restore the art/play studio to its original nonconforming shed use or demolish the entirety of the structure prior to the issuance of a transfer stamp for any future sale or conveyance of the property. Staff also recommends that the Petitioner provide storm water detention for the area exceeding allowable lot coverage to the satisfaction of the Village Engineer prior to the issuance of a building permit.

PUBLIC COMMENTS

Three letters of support were submitted by neighboring properties on Maple Street. The public comment letters are included with this staff report.

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 and variations satisfy the criteria for a reasonable accommodation under the Americans with Disabilities Act. However, staff does not support the Petitioner's request to authorize the expanded accessory structure to remain in perpetuity. 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 to **approve** and **recommend approval** of the following:

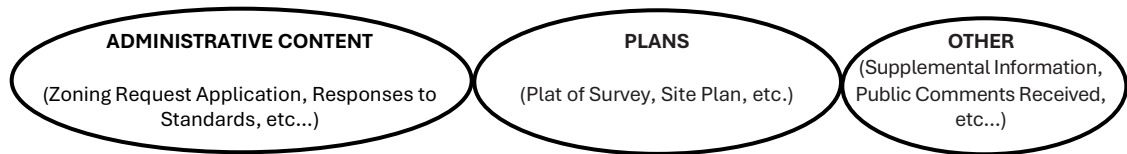
"Motion to:

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Recommend approval** of a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;
 - b. The improvements shall be in strict conformance with the plat of survey attached as **Exhibit B** of the staff report;
 - c. The art/play studio shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and

- d. The art/play studio including the porch/patio addition shall be restored to its original nonconforming shed use or shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
4. **Recommend approval** of a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.
5. **Recommend approval** of a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition(s):
 - a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies."

The Planning and Zoning Commission's decision is final for the variations requesting an increase to the maximum height requirement of an accessory structure and to permit an increase to the maximum lot coverage requirement; the Village Board's decision is final for the variations requesting an increase to the maximum size requirement of an accessory structure, to permit an accessory structure to be constructed beneath overhead utility lines, and the conditional use request to allow a reduction in the required rear yard setback applicable to accessory structures.

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

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 accessory structure will serve as a non-habitable art and play studio, consistent with the character of the surrounding residential neighborhood and not detrimental to public health, safety, or welfare. The Petitioner further states that all construction will comply with current building codes and undergo required inspections. Per the Petitioner, the project is expected to have no adverse impact on neighboring properties, public utilities, or access, and will not interfere with future development. According to the Petitioner, the proposal aligns with the Village's Comprehensive Plan by supporting family-oriented housing, enhancing neighborhood character, and providing a unique community benefit through the Make-A-Wish Foundation project.

Staff's Findings: The establishment and continued maintenance of the accessory structure as a non-habitable art/play studio will not be detrimental to public health, safety, morals, comfort, or general welfare. The structure would be fully contained on private property, and will be brought into compliance with applicable building, electrical, and fire-safety codes through permit inspection. The conditional use will not be injurious to the use or enjoyment of other property in the vicinity, nor will it diminish or impair neighborhood property values. The structure has existed in its current location for more than 30 years without complaint or adverse impact. The structure occupies an established location within the rear yard and will not impede the normal or orderly development of surrounding properties. Adequate public utilities, drainage, and related facilities are provided to the site and the Petitioner is required to coordinate with all applicable utility providers and comply with any conditions they impose due to the structure's location beneath overhead utility lines. The project does not alter vehicular access to the site, increase traffic volume, or impact on-street parking. The structure's use as a non-habitable art/play studio will not generate additional trips or congestion on public streets. Allowing the existing shed to remain as an adaptive art/play studio is consistent with those goals. The conditional use request is also consistent with Goal 3 of the *Village of Mount Prospect's 2024–2029–2039 Strategic Plan*, which focuses

on the evaluation of current zoning regulations to promote single-family residential neighborhoods. This goal, which staff is currently evaluating via proposed text amendments, includes exploring ways to allow property owners in single-family residential districts greater flexibility to enhance and improve their properties. The proposed conditional use aligns with this goal by supporting reasonable residential reinvestment while maintaining compatibility with surrounding properties. Given the nature of the proposal, the support expressed by neighboring property owners, and its conformance with the Village's strategic plan, staff recommends approval of the requested conditional use.

VARIATION STANDARDS

Section 14.203.C.9 of the Village of Mount Prospect Zoning Ordinance provides a variation from the regulations of this chapter shall not be granted or recommended for approval by the planning and zoning commission unless findings of fact based on evidence are made in each specific case that affirm the following standards:

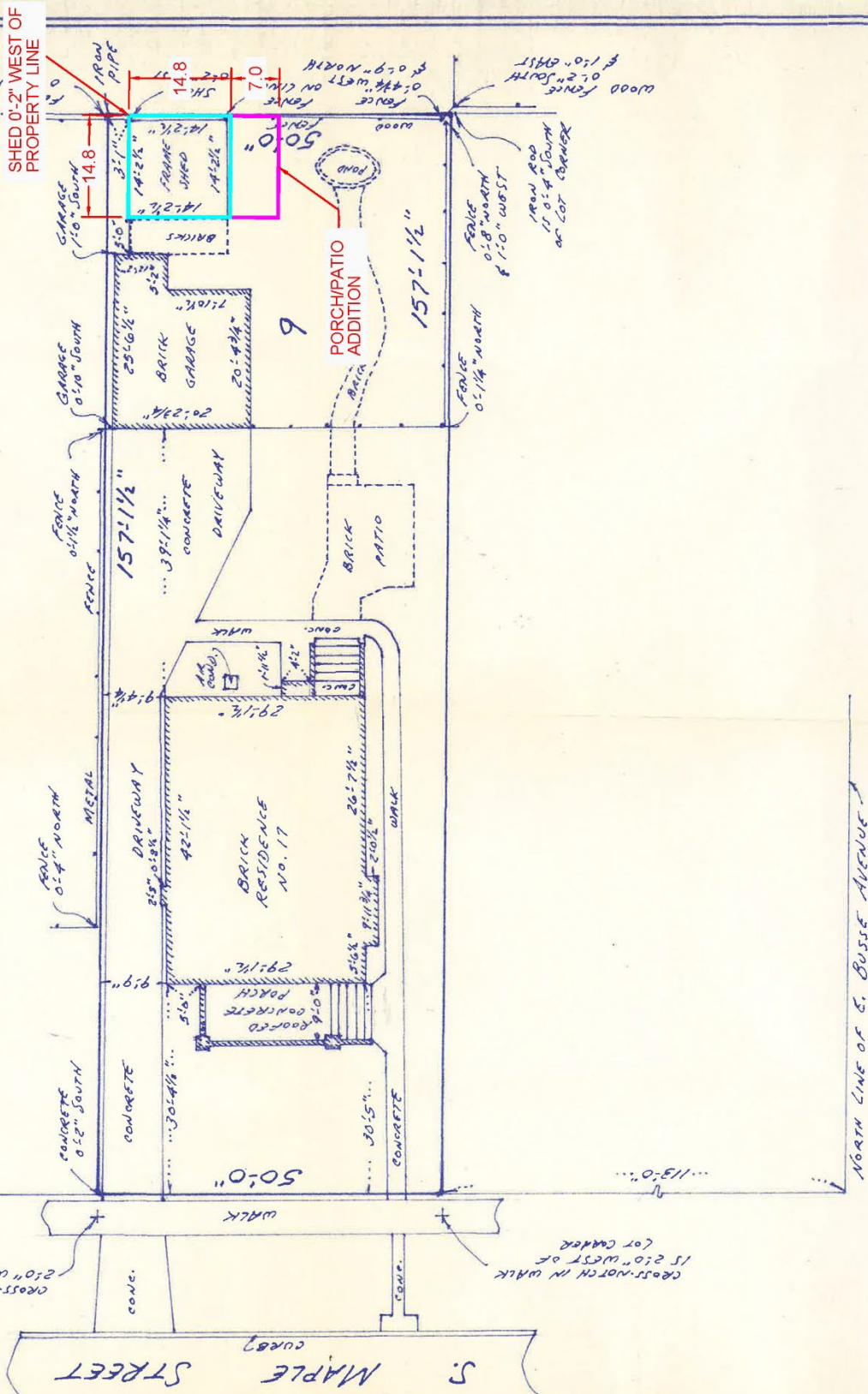
1. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a specific hardship to the owner would result, as distinguished from a mere inconvenience if the strict letter of the regulations was to be applied;
2. The conditions upon which an application for a variation are based are unique to the property for which the variation is sought and are not generally applicable to other property within the same zoning classification;
3. The purpose of the variation is not based primarily upon a desire to increase financial gain;
4. The alleged difficulty or hardship is caused by this chapter and has not been created by any person presently having an interest in the property;
5. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
6. The granting of the variation will not alter the essential character of the neighborhood; and
7. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion of the public streets, or increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Petitioner's Findings: The Petitioner contends that there is no practical alternative location that accommodates the structure without encroaching slightly into the easement because of the narrow lot shape and the existing placement of the detached garage and shed. The Petitioner explains that the art studio is needed to create a safe, accessible environment for the Petitioner's chronically ill child's Make-A-Wish project, which would not be possible under the strict letter of the code. The Petitioner states that the property's configuration and existing improvements make it uniquely constrained. Per the Petitioner, the shed was an existing detached accessory structure prior to the Petitioner's ownership. The Petitioner also states that the purpose of the variation requests is entirely personal and compassionate — to fulfill a Make-A-Wish project for the Petitioner's child and not to seek any commercial or financial benefits. The Petitioner further states that the hardship arises from the lot layout and the existing shed placement (which predates the Petitioner's ownership), conditions inherited with the property that were not created by the homeowner. The Petitioner attests that the art studio is small in scale, visually consistent with the neighborhood, and does not create any issues related to traffic, drainage, or utilities. The structure remains subject to access for maintenance, ensuring no negative impact on public services. The Petitioner states that the structure and materials match the surrounding residential environment and the completed Make-A-Wish art/play studio will enhance neighborhood character and value, serving as a positive, family-centered improvement and a source of inspiration for children and families in the area.

Finally, the Petitioner states that the studio's height (10.67 ft) and location do not obstruct light or airflow, increase traffic, or pose fire or drainage concerns. The structure has been reviewed for compliance with all applicable building and safety standards.

Staff's Findings: The staff-supported variations are not motivated by a desire to increase financial gain. The Petitioner seeks to retain and adapt the existing shed for use as an art/play studio that supports the medical and therapeutic needs of their child under a Make-A-Wish Foundation grant. The existing shed pre-dates the Petitioner's purchase of the home in 2020 and has existed in its present location for more than three decades without Village approval. Allowing the existing shed to remain in its current location will not be detrimental to public welfare or injurious to nearby properties. The Petitioner will be required to coordinate with all applicable utility providers and comply with any conditions they impose due to the shed's location beneath overhead utility lines. All construction related to the conversion will meet applicable building, electrical, and fire-safety codes. The existing shed is consistent with the residential character of the neighborhood and its adaptive reuse as a non-habitable art/play studio will not alter the appearance, scale, or overall character of the surrounding area. The structure will also be required to be restored to its original state or be removed entirely upon the sale of the property, ensuring that the impacts to the neighboring (east) property directly impacted by the structure will be minimized. Although the project does not meet the zoning hardship requirement under the standards for variations, it satisfies the criteria for a reasonable accommodation under the Americans with Disabilities Act. The requested relief is necessary to allow the property to be used in a manner that accommodates the disability-related needs of the Petitioner's child, and the Petitioner has secured conditional approvals from all affected utility providers to ensure the improvements can coexist safely within the easement.

Plat of Survey / Site Plan





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: PZZ25-000026 Date of Submission: 10/01/2025 Hearing Date: _____
Project Name/Address: PZ-26-25: 17 S Maple St (CU: Setback Reduction, VARs: Lot Coverage, Accessory Size & Height, Accessory Structure in Easement for a Make A Wish Playhouse)

I. Subject Property

Address(es): 17 S Maple St
Zoning District(s): RA Property Area (SqFt and/or Acreage): _____
Parcel Index (PIN(s)): 08-12-105-009-0000

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

- ☒ Conditional Use: For Setback Reductions
☒ Variation(s): To Individual lot single family request
☐ Zoning Map Amendment: Rezone From _____ To _____
☐ Zoning Text Amendment: Section(s) _____
☐ Other: _____

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

Summary of Proposal – Zoning Request for 17 S. Maple St., Mount Prospect, IL

The applicant, Mitchel Kenoe, requests zoning relief to allow the permanent conversion of an existing accessory shed located at 17 S. Maple St. into a non-habitable art/play studio, together with approval for a modest front porch/patio (hardscape) addition.

This project originated as part of a Make-A-Wish Foundation grant for the applicant's daughter, who has undergone extensive medical treatment and trauma. The Village has already approved the project on a temporary basis through permit RB25-001501, with Ace Handyman Services as General Contractor and A to Z Electric as the licensed electrical contractor.

Project Details

- Accessory Structure Use: Permanent non-habitable art/play studio, not used as a dwelling.
- Hardscape Addition: Small front porch/patio (approx. 6–8 ft depth by 12–14 ft width; final design to be reviewed at permit stage) to provide safe, accessible entry.
- Design & Compliance: Construction will conform to applicable building codes, inspections, and safety requirements. The structure remains subject to Village rights for utility/easement access.
- Neighborhood Character: Scale and materials will remain consistent with residential surroundings. The project will not negatively affect drainage, traffic, or property values.

Purpose of Zoning Request

The zoning request is intended to:

1. Transition the temporary approval into a permanent right for use of the accessory structure as a studio.
2. Secure approval for the porch/patio hardscape addition that could not be included under the temporary permit.
3. Provide assurance of restoration rights should the structure ever be removed for easement or utility access.

Justification

This project delivers a unique community and family benefit under extraordinary medical hardship circumstances while maintaining consistency with the Village Comprehensive Plan. It is a small-scale, compatible use that enhances the quality of life for the Kenoe family and has no adverse impact on neighboring properties.

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

Name:	Mitch Kenoe	Corporation:	
Address:	17 S. Maple St.		
City, State, ZIP Code:	MOUNT PROSPECT IL 60056		
Phone:		Email:	
Interest in Property:			

V. Property Owner

☐ Check if Same as Applicant

Name:	Mitchel D Kenoe	Corporation:	
Address:	17 S Maple St		
City, State, ZIP Code:	Mount Prospect, IL 60056		
Phone:		Email:	

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:

Date:



(Print or Type Name)

Mitch Kenoe

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:

Date:

(Print or Type Name)



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

Affidavit of Ownership

COUNTY OF COOK)

)

STATE OF ILLINOIS)

I, Mitchel Kenoe, 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 17 S. Maple St. Mount Prospect, IL 60056
(property address and PIN) PIN 08-12-105-009-0000

and that such property is owned by Mitchel Kenoe as of this date.
(print name)

Mitchel Kenoe

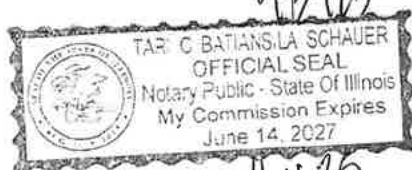
Signature

Subscribed and sworn to before

me this 11th day of

November, 2025.

Tar C Batianska Schauer
Notary Public



11-11-25



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

Property Owner

☐ Check if Same as Applicant

Name: _____ Corporation: _____
Address: _____
City, State, ZIP Code: _____
Phone: _____ Email: _____

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: Mitchel Kenoe Date: 10/01/2024
(Signature)
Mitchel Kenoe
(Print or Type Name)

If applicant is not property owner:

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

Property Owner: _____ Date: _____
(Signature)

(Print or Type Name)

TOTAL PAYMENT DUE		2024 First Installment Property Tax Bill - Cook County Electronic Bill						
By 12/01/25	\$0.00	Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
		08-12-105-009-0000	049	16016	2024	(2025)	ELK GROVE	2-04
IF PAYING LATE, PLEASE PAY	12/02/2025 - 01/01/2026 \$0.00	01/02/2026 - 02/01/2026 \$0.00		02/02/2026 - 03/01/2026 \$0.00		LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW		

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	94.66%
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	54.00%
Mt Prospect Park District	\$34,370,083	\$36,220,947	\$3,999,183	88.96%
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	0.00%
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	99.60%
Mount Prospect Public School District 57	\$13,474,975	\$30,139,252	\$10,497,291	65.17%
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	63.51%
Town of Elk Grove	\$70,673	\$7,617,011	\$398,884	94.76%
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	45.33%

Total	\$12,237,000,390	\$31,079,100,652	\$16,516,006,141	
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For a more in-depth look at government finances and how they affect your taxes, visit cookcountytreasurer.com

PAY YOUR TAXES ONLINE

Pay at cookcountytreasurer.com from your bank account or credit card.

IMPORTANT MESSAGES

TAX CALCULATOR

2023 TOTAL TAX		11,471.35
2024 ESTIMATE	X	55%
2024 1st INSTALLMENT	=	6,309.24

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

PROPERTY LOCATION	MAILING ADDRESS
17 S MAPLE ST MOUNT PROSPECT IL 60056	MITCHEL D KENOE 17 S MAPLE ST MT PROSPECT IL 60056-3227

*** Please see 2024 First Installment Payment Coupon next page ***

2024 First Installment Property Tax Bill

Cook County Payment Coupon

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.

DETACH & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE \$0.00 By 12/01/25 If paying later, refer to amounts above.		IMPORTANT PAYMENT MESSAGES Cook County eBill Click to pay online Click to update Mailing Name/Address SN 0020240100 RTN 500001075 AN (see PIN) TC 008922		Property Index Number (PIN) 08-12-105-009-0000 Amount Paid \$		TILG Volume 049
--	--	---	--	--	--	-----------------------

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0020240100208121050090000100892240000000000000000000000000000000000000000000000000000
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**This is an Official Downloadable Tax Bill Payment Coupon.
Please process this coupon along with payment presented.**

COOK COUNTY TREASURER
PO BOX 805436
CHICAGO IL 60680-4155

Property: 17 S. Maple St., Mount Prospect, IL 60056

Applicant: Mitchel Kenoe

Project: Permanent approval of Make-A-Wish art/play studio (existing detached shed with small porch/patio addition)

a. Physical surroundings / hardship

Because of the narrow lot shape and the existing placement of the detached garage and shed, there is no practical alternative location that accommodates the structure without encroaching slightly into the easement. The space is needed to create a safe, accessible environment for my chronically ill daughter's Make-A-Wish project, which would not be possible under the strict letter of the code.

b. Unique conditions of the property

The property's configuration and existing improvements make it uniquely constrained. The shed was an existing detached accessory structure prior to our ownership, and the rear-yard utility easement runs unusually close to that location compared to other neighborhood lots.

c. Not for financial gain

The purpose of this request is entirely personal and compassionate — to fulfill a Make-A-Wish project for my child. No commercial or financial benefit is sought.

d. Hardship not self-created

The hardship arises from the lot layout, the existing shed placement (which predates our ownership), and the dimensional restrictions within the zoning code. These conditions were inherited with the property and not created by the homeowner.

e. No detriment to public welfare or neighbors

The studio is small in scale, visually consistent with the neighborhood, and does not create any issues related to traffic, drainage, or utilities. The structure remains subject to Village access for maintenance under the easement agreement, ensuring no negative impact on public services.

f. No change to neighborhood character

The structure and materials match the surrounding residential environment. If anything, the completed Make-A-Wish art/play studio will enhance neighborhood character and value, serving as a positive, family-centered improvement and a source of inspiration for children and families in the area.

g. No impact on light, air, or safety

The studio's modest height (10.67 ft) and location do not obstruct light or airflow, increase traffic, or pose fire or drainage concerns. The structure has been reviewed for compliance with all applicable building and safety standards.

Mitchel Kenoe

Mitchel Kenoe

[REDACTED]

[REDACTED]

1. Public Health, Safety, and Welfare

The accessory structure is being used as a non-habitable art/play studio. It will not be detrimental to public health, safety, or welfare. All construction will meet current building codes and pass required inspections.

2. Impact on Neighboring Properties

The studio will not injure the use or enjoyment of neighboring properties. It is a small-scale, accessory use consistent with residential surroundings and will not diminish property values.

3. Orderly Development

The project does not interfere with future development of adjacent properties. It remains within the character of the residential neighborhood.

4. Public Utilities & Access

All necessary utilities are existing and adequate. The easement waiver acknowledges that the Village or utility providers may access the property if needed, with restoration rights maintained.

5. Ingress and Egress

The structure is located on a private lot and does not increase traffic congestion. No additional parking or roadway impact is expected.

6. Comprehensive Plan Alignment

The proposal aligns with the Village's Comprehensive Plan objectives of supporting family housing, enhancing community character, and providing for reasonable accessory uses.

7. Compliance with Zoning Regulations

The project otherwise complies with applicable zoning regulations. Relief is sought solely to allow the conversion and future porch/patio as part of a Make-A-Wish project, providing a unique community benefit

From: [Kenoe, Mitch](#)
To: [Choi, Ann](#)
Subject: RE: Responses to Variation Standards
Date: Monday, November 3, 2025 6:29:08 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Hi Ann,

Thank you for your thoughtful note and for continuing to guide us through the review process. I truly appreciate the Village's care and professionalism as we complete the steps toward final approval.

Regarding the medical documentation, June has a well-documented health history and her diagnoses clearly qualify under the ADA. Her participation in a Make-A-Wish project was based on that verified medical status, and the structure serves as a therapeutic and restorative space that directly supports her daily functioning. If formal confirmation is still required, I can provide a brief supporting note from her treating physician.

As for the lot-coverage question, if it becomes necessary we're open to reviewing the property for small reductions to impervious areas. That said, we hope the Village will recognize the project's uniqueness and proximity to downtown as contributing to both the property's value and the surrounding neighborhood's character.

Regarding relocation, the shed was an existing detached accessory structure well before our ownership. It's anchored to a fixed concrete slab and served as the foundation for the Make-A-Wish conversion, which included insulation, wiring, and drywall. Relocation at this stage would require demolition and would undo the work that was already permitted and inspected under the temporary conversion. If there's any way to make an adjustment without full reconstruction, we'd be glad to explore it.

We are approaching final inspection on the temporary permit, and I appreciate the Village's understanding that this discussion is taking place near the close of that process. My goal is to ensure we move forward collaboratively toward permanent zoning relief that balances both compliance and compassion for June's needs.

Thank you again for your guidance and thoughtful consideration. Please let me know if you'd like to discuss any details before the packet is finalized.

Warm regards,

Mitch Kenoe

Sr. Director, North American Marketing | Nobel Biocare

[REDACTED] | Brea, CA USA

nobelbiocare.com



Nobel Biocare is part of Envista, a global family of more than 30 trusted dental brands, united by a shared purpose:

to partner with professionals to improve lives.



From: Choi, Ann <AChoi@mountprospect.org>

Sent: Monday, November 3, 2025 4:36 PM

To: Kenoe, Mitch <[REDACTED]>

Subject: RE: Responses to Variation Standards

Good afternoon, Mitch,

As part of the Village's review of your zoning requests, we are seeking additional information to help us better understand how the requested zoning relief relates to the requested accommodations. Specifically, staff respectfully requests documentation or a brief statement from a qualified medical or therapeutic professional that confirms there is a disability and that the relief being sought beyond what has already been obtained is reasonably necessary to accommodate the disability. This information will assist staff in evaluating the request under the Americans with Disabilities Act and ensure that any relief granted is directly connected to the requested accommodations.

As it relates to the increased lot coverage request, would you be willing to remove or reduce certain impervious areas on the property to bring the overall lot coverage as close to code compliant as possible?

You may have already discussed this with Jason Shallcross during the building permit review, so I apologize if my question is redundant. Would you consider relocating the shed to another area of the backyard to reduce the number of zoning relief requests?

Please reach out if you have any questions.

Thank you,

Ann Choi, LEED® Green Associate™

Development Planner | Community Development Department

Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, IL 60056

P: (847) 818-5314 F: (847) 818-5329 W: mountprospect.org



From: Kenoe, Mitch [REDACTED] >

Sent: Monday, November 3, 2025 7:24 AM

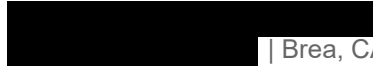
To: Choi, Ann <AChoi@mountprospect.org>

Subject: RE: Responses to Variation Standards

Will this suffice?

Mitch Kenoe

Sr. Director, North American Marketing | Nobel Biocare



| Brea, CA USA

nobelbiocare.com



Nobel Biocare is part of Envista, a global family of more than 30 trusted dental brands, united by a shared purpose:

to partner with professionals to improve lives.



From: Choi, Ann <AChoi@mountprospect.org>

Sent: Monday, November 3, 2025 7:00 AM

To: Kenoe, Mitch <[REDACTED]>

Subject: Responses to Variation Standards



SCALE: 1 inch = 15 feet

PLAT OF SURVEY

of

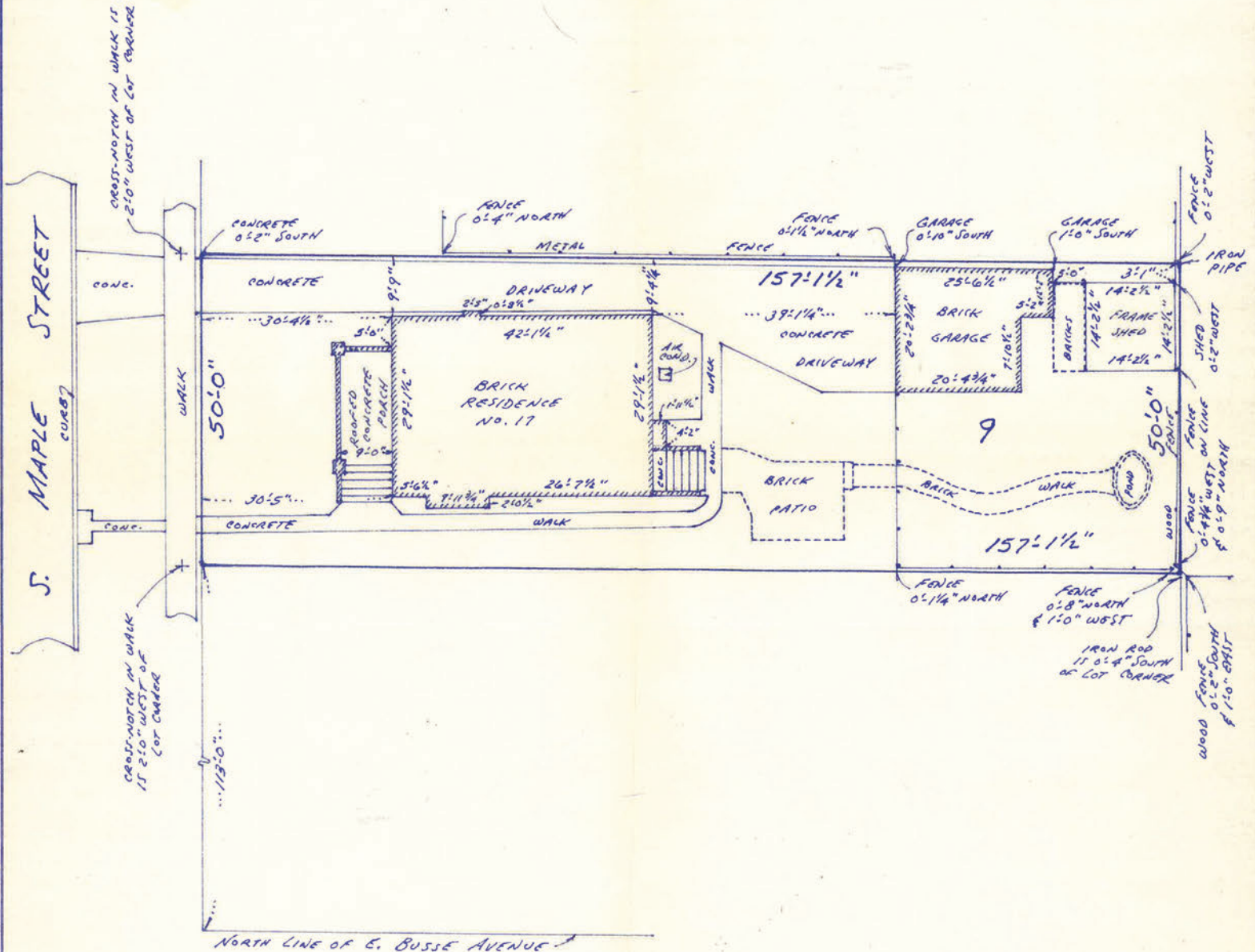


ANTON ADAMS
Illinois Professional Land Surveyor

301 N. Wille Street
Mt. Prospect, IL 60056

(817) 255-3512

Lot 9 in Block 6 in Busse and Wille's Resubdivision in Mount Prospect,
in the West $\frac{1}{2}$ of Section 12, Township 41 North, Range 11, East of the
Third Principal Meridian, in Cook County, Illinois.



ORDER NUMBER: 49637

FIELD BOOK: 41-11-48

PAGE: 101

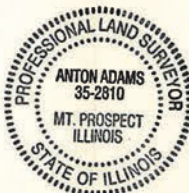
ORDERED BY: Neil J. Knaiser, Ltd.

Compare legal description on this plat with deed or title policy. Compare all points before building by same and report any differences at once. Building lines and easements, if any, are shown as they appear on the recorded plat of subdivision, otherwise refer to deed, title policy or Zoning ordinances. Distances or angles shown may not be assumed by scaling.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, ANTON ADAMS, Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and that the plat hereon drawn is a correct representation thereof. This professional service conforms to the current Illinois minimum standards for a boundary survey.

MOUNT PROSPECT, ILLINOIS August 17 A.D. 2020



Anton Adams
Illinois Professional Land Surveyor
License #35-2810 expires 11/20

Legal Description

Lot 9 in Block 6 in Buse and Wilke's Subdivision in Mount Prospect, being a subdivision of part of the East ½ of the Northwest ¼ of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

This legal description is taken directly from the Plat of Survey prepared by Anton Adams, Illinois Professional Land Surveyor, dated August 17, 2020.

11/20/2025

Jason C. Shallcross, AICP, CeCD
Director of Community Development
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, IL 60056
Via email: jshallcross@mountprospect.org

Dear Mr. Shallcross,

The Planning & Zoning Commission recommended approval of my request (Case No. PZ-26-25, variations and conditional use for 17 S. Maple Street) by a 4-1 vote in favor of the requests at the November 13, 2025 hearing. My request is scheduled to go before the Village Board for the ordinance's first reading on December 2, 2025.

I am respectfully requesting that the Village Board waive the second reading, tentatively scheduled for December 16, and take final action on December 2.

We are requesting this waiver due to our family's urgent need to move forward with completing the Make-A-Wish project for our daughter, June, whose chronic medical conditions have led to significant disability and require a safe, quiet, climate-controlled space for recovery, therapy, and emotional support. Delays could impact her ability to utilize this space as intended during an important period of her care.

I sincerely appreciate the Village's guidance and support throughout this process. Please let me know if any additional information is needed.

Thank you very much for your assistance.

Sincerely,
Mitchel Kenoe
17 S. Maple Street
Mount Prospect, IL 60056

[REDACTED]

From: [Kenoe, Mitch](#)
To: [Shallcross, Jason](#); [Choi, Ann](#)
Subject: Thank You & Follow-Up From Last Night's Hearing
Date: Friday, November 14, 2025 9:35:41 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Hi Jason and Ann,

I wanted to sincerely thank you both for your support, guidance, and thoroughness throughout this process, and especially during last night's hearing. I wasn't entirely sure what to expect, and while I came prepared, I realized there were a few items I should have documented more formally. Overall, I appreciate how smoothly you helped everything move and how respectfully the discussion was handled.

Please let me know what the next steps are on your end as the recommendation moves to the Village Board.

I also want to clearly **state my appeal** regarding the condition approved about demolition at the time of sale. Our strong preference is to retain the structure permanently.

Thank you again for everything. I truly appreciate your partnership and advocacy on this.

Warm regards,

Mitch Kenoe

Sr. Director, North American Marketing | Nobel Biocare
Mitchel.Kenoe@EnvistaCo.com
M: +1 (847) 627-6708 | Brea, CA USA
nobelbiocare.com



Nobel Biocare is part of Envista, a global family of more than 30 trusted dental brands, united by a shared purpose:

to partner with professionals to improve lives.



Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message. The sender disclaims that the content of this email constitutes an offer to enter into, or the acceptance of, any agreement; provided that the foregoing does not invalidate the binding effect of any digital or other electronic reproduction of a manual signature that is included in any attachment.

From: [Shallcross, Jason](#)
To: [Choi, Ann](#)
Subject: FW: Make-A-Wish Project
Date: Wednesday, October 22, 2025 1:09:41 PM

From: Anita Chapman [REDACTED]
Sent: Thursday, August 14, 2025 11:51 AM
To: Hoefert, Paul <PHoefert@mountprospect.org>; Shallcross, Jason <JShallcross@mountprospect.org>
Subject: Make-A-Wish Project

August 14, 2026

Dear Mayor Hoefert and Director Shallcross,

I am writing as a Mount Prospect resident to ask for your support in approving a Make-A-Wish project for a local child, June Kenoe. June has faced complex medical challenges since early childhood, and her wish is to have a special playhouse created by reconfiguring an existing structure on her family's property.

The existing structure has been in place for decades and may not fully align with current building codes. I understand the importance of safety and compliance but respectfully ask that the Village explore any possible flexibility or streamlined processes that would allow this project to move forward quickly and without unnecessary obstacles.

This wish represents far more than a construction project – it is a source of joy, comfort, and hope for a child and her family during a very difficult time.

I believe our community benefits when we rally around moments like this, finding solutions that balance safety with compassion.

Thank you for your time and thoughtful consideration. I hope the Village can help make June's wish a reality.

Sincerely,

Anita Chapman
Maple Street Resident

From: [Shallcross, Jason](#)
To: [Choi, Ann](#)
Subject: FW: Support for June Kenoe's Make-A-Wish Playhouse
Date: Wednesday, October 22, 2025 1:09:14 PM

From: Janet Karlov [REDACTED]
Sent: Monday, August 18, 2025 12:21 PM
To: Hoefert, Paul <PHoefert@mountprospect.org>; Shallcross, Jason <JShallcross@mountprospect.org>
Subject: Support for June Kenoe's Make-A-Wish Playhouse

Dear Mr. Hoefert and Mr Shallcross

As friends and neighbors of the Kenoe family, as well as 38 year Mount Prospect residents, we are asking for your support in approving June Kenoe's Make-A- Wish project to create a special playhouse by reconfiguring an existing structure on the property at 17 S Maple Street.

Tom and I have both visited the existing structure and understand that it was built decades ago and may not meet current village code. The structure is sound and this construction would enhance and benefit the existing building. We ask for the village's help in allowing this project to move forward quickly- any flexibility and effort to streamline the project would be greatly appreciated.

As friends and neighbors, we have seen first hand the struggles and medical challenges this family has faced- and witnessed their strength and positivity throughout the adversity. Having this worthwhile Make-A-Wish project move forward quickly, without obstacles would provide comfort and hope for June and her family during a truly difficult time.

Thank you

Tom and JP Karlov
300 East Evergreen Avenue
Mount Prospect
[REDACTED]

Mayor Paul Hoefert
Jason C. Shallcross
Director of Community & Economic Development
Village of Mount Prospect
50 S. Emerson St.
Mount Prospect, IL 60056
phoefert@mountprospect.org
jshallcross@mountprospect.org

Subject: Support for June Kenoe's Make-A-Wish Playhouse

Dear Mayor Hoefert and Director Shallcross,

I am proud to say I'm a life-long Mount Prospect resident. After law school I met my wife, bought a house in 1999 on Maple Street and five kids later, the rest is history. Mount Prospect truly is a top-notch village where friendliness is a way of life.

To that end, I am writing as a Mount Prospect resident to ask for your consideration and support in approving a Make-A-Wish project for a local child, June Kenoe, who lives just down the street from us at 17 S. Maple. They are a wonderful family, participate in making Mount Prospect a better place, and my 16 year old daughter regularly babysits for June. June has faced complex medical challenges since early childhood, and her wish is to have a special playhouse created by reconfiguring an existing structure on her family's property.

The existing structure has been in place for decades and may not fully align with current building codes. I understand the importance of safety and compliance, but I respectfully ask that the Village explore any possible flexibility or streamlined process that would allow this project to move forward quickly and without unnecessary obstacles.

This wish represents far more than a construction project — it is a source of joy, comfort, and hope for a child and her family during a very difficult time. I believe our community benefits when we rally around moments like this, finding solutions that balance safety with compassion.

Thank you for your time and thoughtful consideration. I hope the Village can help make June's wish a reality.

Sincerely,

Larry and Eileen Kowalczyk
11 S. Maple Street
Mount Prospect

Commonwealth Edison Company www.comed.com
Real Estate and Facilities
3 Lincoln Center – 4th Floor
Oakbrook Terrace, IL 60181

October 28, 2025

Mitchel Kenoe
17 S. Maple Street
Mount Prospect, IL 60056

Re: PROPOSED ENCROACHMENT REQUEST

Dear Mitchel,

Pursuant to your request for an encroachment letter, this is to inform you that ComEd Company has no objection to the proposed 7' x 14' hardscape that will be placed directly south of the existing shed which can be seen on the attached Plat of Survey of the property legally described as follows:

LOT 9 IN BLOCK 6 IN BUSSE AND WILLE'S RESUBDIVISION IN MOUNT PROSPECT,
IN THE WEST 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Please be advised that ComEd has no objection to the subject encroachment, so long as the encroachment is not increased or enlarged. Additionally, you have an obligation to ensure that the encroaching structure does not impede ComEd's ability to safely access its facilities and does not interfere with ComEd's use, operation and maintenance of its facilities.

The permission herein acknowledged is subject to the Additional Terms and Conditions contained in the attachment to this letter, which terms and conditions shall be binding upon you, and your successors and assigns.

Sincerely,

Katie Bengson

Katie Bengson
Sr. Real Estate Specialist
779-231-2411

ADDITIONAL TERMS AND CONDITIONS

1. The permission herein acknowledged is based upon information and assurances you have provided and facts and circumstances as they currently exist or are currently known to ComEd. ComEd reserves the right at any time hereafter to revoke the permission acknowledged herein and to require the immediate removal of the encroaching structure from the easement premises, at your sole cost and expense, in the event (a) that the information and assurances you have provided prove incorrect or unreliable in any respect, (b) there is change in any relevant facts and circumstances, including without limitation any change in ComEd's business needs or operations that may require the installation of additional overhead or underground facilities on the subject easement premises, or (c) ComEd is made aware of additional facts and circumstances of which it has no actual current knowledge. In the event the permission contained herein is so revoked, you shall promptly remove all encroaching structures at your sole cost and expense, provided ComEd reserves the right (but shall have no obligation) to remove the encroaching structure from the easement premises and dispose of the same without liability for any loss or damage to property incurred by you or any third parties as a result thereof. You shall be responsible for reimbursing ComEd for all costs such removal.
2. The permission herein acknowledged is subject to the condition that you shall be liable for all damage to property, including damage to ComEd's facilities, and any injury or death to persons resulting from or in any way related to the construction or continuing presence of the encroaching structure on the easement premises. By constructing or maintaining such encroaching structure, you agree to indemnify, defend and hold harmless ComEd from and against any and all claims, liabilities, losses, proceedings, damages, costs and expenses (including attorney's fees and costs) arising from or in any manner related to the construction or continuing presence of the encroaching structure on the easement premises. Such cost may include any relocation costs incurred by ComEd (including the cost of acquiring additional easements) should ComEd elect to relocate the facilities located on the easement premises due to the subject encroachment.
3. The permission herein acknowledged shall in no way modify, limit, terminate, release, abrogate, nullify or waive any of the rights and interests of ComEd, its successors and assigns, in and to the easement premises.
4. You shall have no right to construct additional structures or improvements upon the easement premises. Prior to any digging upon the easement premises, you shall be responsible for locating all electrical facilities by contacting J.U.L.I.E. at 1-800-892-0123.
5. The permission hereby acknowledged is subject to your obtaining all required approvals from applicable governmental authorities (or third parties having any interest in the easement premises) with respect to the encroaching structure.
6. The obligations set forth hereinabove and in the attached letter shall be binding upon you, your heirs, legal representatives, successors and assigns.
7. This letter should be retained with your valuable papers and copies should be furnished to the title company and your successors and/or assigns for future reference.
8. This letter may be recorded at any time by ComEd in its sole discretion.

Existing Height Structure
96inches (8'-0")

No height change proposal

Proposed 7' X 14' porch/patio
(hardscape)

Proposed porch/patio is at
grade, non-habitable, no
enclosure

Setback notes

- East side: "Maintain existing
setback of 5.2' to east property
line."
- North side: "Maintain existing
setback of 3'-4½" to north
property line

Existing Frame Shed – Yellow

Proposed
Porch/patio/hardscape Red



Date: 10/02/2025 - 12:59 PM
Design ID: 313151521704
Estimated Price: \$1,527.08

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS

Design & Buy™

LANDSCAPING

How to recall and purchase your design at home:



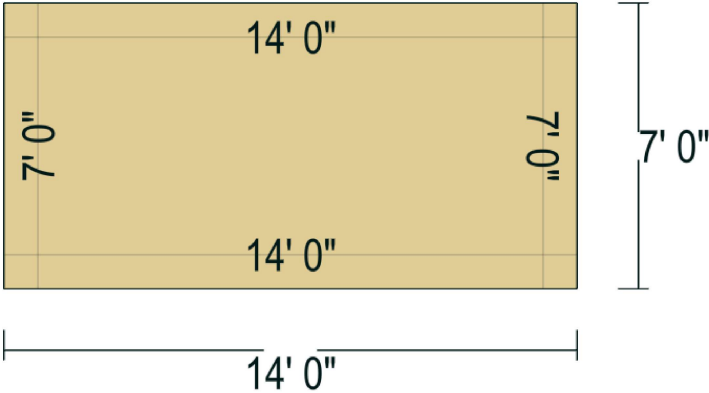
OR

- 1. On Menards.com, enter "Design & Buy" in the search bar
- 2. Select the Landscaping Designer
- 3. Recall your design by entering Design ID: 313151521704
- 4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

- 1. Enter Design ID: 313151521704 at the Design-It Center Kiosk in the Building Materials Department
- 2. Follow the on-screen purchasing instructions

Dimensions



Project Weight: 10,205 lbs

Layout dimension sheets are intended as a construction aid. Not all options selected are shown.

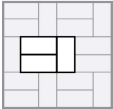
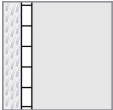
Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met.

This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE CUSTOMER WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the customer. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE CUSTOMER. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

Date: 10/02/2025 - 12:59 PM
Design ID: 313151521704
Estimated Price: \$1,527.08

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

10% extra block is added to the estimate to account for spillage, cuts, breakage, and error.
Product color may vary slightly between different production runs. Make sure to purchase the entire project at once for best results!

Patio	
8" X 16" (S) Braxton Paver Quarry Gray	 Casino Blend
Border Block	
8" X 16" (S) Braxton Paver Brindle	 Sailor Course
Additional Materials	
Paver Base	Paver Base Step 1 - 1/2 cu ft Depth: 6"
Fabric	Duraweb Geotextile - 5.6oz - 4'x125'
Sand	Leveling Sand Step 2 - 1/2 cu ft Depth: 1"
Edging	8' Pavemaster Max Heavy-Duty Paver Edging
Paver Locking Sand	High Performance Paver Locking Sand - 50 lb

Date: 10/02/2025 - 12:59 PM
Design ID: 313151521704
Estimated Price: \$1,527.08

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

Ridgeway Bench Sienna



Walden Bench Project	
Cut Required:	No
Assembled Weight:	1340 pounds
Width:	80 inches
Depth:	26 inches
Height:	16 inches

* Dimensions and weight approximate

You can find instructions on how to assemble your kit by going to [menards.com](https://www.menards.com) and searching for your kit. Your selected kit's sku is: **1986647**



October 27, 2025

Mitchel Kenoe
17 S. Maple Street
Mount Prospect, IL 60056

Re: Proposed Encroachment for a Art Studio/Shed to be Located at 17 S. Maple Street, Mount Prospect, IL 60056

Dear Mitchel:

This letter is in reply to your inquiry about the encroachment for the Art Studio/Shed Improvement that will be placed partially within the easement. AT&T has no objection to the encroachment however, you will be placing the improvement knowing that if AT&T needs to access the utility easement and your improvement is in the way of our facilities, it is within our right to ask you to remove the improvement to gain entrance. We will not be responsible for replacing or repairing the improvements. We also reserve the right to gain access to the easement at any time if it is deemed necessary for our business needs.

Moreover, where said encroachment is located above buried cable or conduit or in close proximity to buried or aerial plant serviced, altered, replaced, modified or maintained by Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, said Company's liability to you for damage to said encroachment resulting from such servicing, alteration, replacement, modification or maintenance is limited to restoring said encroachment to its prior existing state to the extent such can reasonably be done under the circumstances.

Call J.U.L.I.E. before any digging 1-800-892-0123 and please maintain a 48" separation from AT&T's cable.

Sincerely,

Susan E. Manshum

Susan Manshum

Illinois Right of Way Manager
Midwest Construction and Engineering

AT&T

222 W. Jackson Street
Woodstock, IL 60098
847.271-5149 / SM9231@att.com

MOBILIZING YOUR WORLD



Proud Sponsor of the U.S. Olympic Team



October 27, 2025

Mr. Mitchel Kenoe
17 S. Maple Street
Mount Prospect, IL 60056

Re: Build a Shed at 17 S. Maple Street, Mount Prospect, IL 60056 /ON Utility Easement Encroachment.

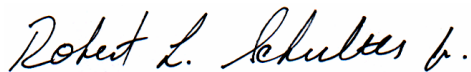
Dear Mr. Mitchel Kenoe:

This letter serves as written acknowledgment that Comcast Cable Communications, Inc., and its affiliates, have no objection to your request to be allowed to encroach into the utility with building a Shed on the Utility Easement Encroachment on the above-mentioned property.

Please contact J.U.L.I.E. (800-892-0123) prior to any excavation on the property, to assure that any cable lines will not be damaged. If for any reason our cable facilities have to be relocated, please contact me so I can make arrangements for this.

The encroachment herein granted does not under any circumstances abrogate nor nullify the rights and interests of Comcast Cable Communications, Inc., and its affiliates in and to the easements of record, pertaining to the aforesaid property.

Very truly yours,



Robert L. Schalter, Jr.
Central Division Director of Construction
(224) 229-5863

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A REDUCED
REAR YARD SETBACK FOR ACCESSORY STRUCTURES, AND
VARIATIONS FROM THE LOT COVERAGE REQUIREMENT AND THE
ACCESSORY STRUCTURE SIZE, HEIGHT AND LOCATION
REQUIREMENTS FOR PROPERTY LOCATED AT
17 SOUTH MAPLE STREET, MOUNT PROSPECT, ILLINOIS**

WHEREAS, Mitch Kenoe (“Petitioner”), filed an application for a conditional use to reduce the rear yard setback for accessory structures, and variations from the lot coverage requirement and the accessory structure size, height, and location requirements, for the construction of an art/play studio including a porch/patio addition, for the property located at 17 South Maple Street (“Subject Property”) in the Village of Mount Prospect, Illinois and legally described as follows:

LOT 9 IN BLOCK 6 IN BUSSE AND WILLE’S RESUBDIVISION IN MOUNT PROSPECT, IN THE WEST ½ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PROPERTY INDEX NUMBER: 08-12-105-009-0000; and

WHEREAS, the Petitioner seeks relief from the Village of Mount Prospect’s zoning regulations in order to convert an existing accessory structure on his residential property into an art/play studio using a grant from the Make-A-Wish foundation; and

WHEREAS, the Petitioner seeks a conditional use permit to reduce the rear yard setback for accessory structures from three feet (3’-0”) to zero feet two inches (0’-2”) for the construction of the art/play studio including a porch/patio addition; and

WHEREAS, the Petitioner seeks a variation from Section 14.306(A)(3)(a) to permit an increase of the maximum height requirement of an accessory structure in a residential district from ten feet (10’-0”) to approximately ten feet eight inches (10.67’); and

WHEREAS, the Petitioner seeks a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from one

hundred fifty-seven square feet (157 SF) to three hundred twenty-three square feet (323 SF); and

WHEREAS, the Petitioner seeks a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement; and

WHEREAS, the Petitioner seeks a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from fifty percent (50%) to fifty-six and two-tenths percent (56.2%); and

WHEREAS, a public hearing was held on the conditional use and variation requests, being the subject of PZ-26-25 before the Planning and Zoning Commission of the Village of Mount Prospect on the 13th day of November, 2025, pursuant to proper legal notice having been published in the Daily Herald Newspaper on the 29th day of October, 2025; and

WHEREAS, the Planning and Zoning Commission has submitted its findings and recommendations of approval, with specific conditions, to the President and Board of Trustees in support of the requests being the subject of PZ-26-25; and

WHEREAS, the President and Board of Trustees of the Village of Mount Prospect have given consideration to the requests herein and have determined that the same meets the standards of the Village and that the granting of the proposed conditional use permit and variations would be in the best interest of the Village; and

WHEREAS, by granting the Petitioner's requested conditional use permit and zoning variations, the Village of Mount Prospect will comply with Title II of the Americans with Disabilities Act by making reasonable modifications or accommodations to its policies, practices, and regulations when such modifications are needed to allow individuals with disabilities to use and enjoy their residences.

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

SECTION ONE: That the recitals set forth hereinabove are incorporated herein as findings of fact by the President and Board of Trustees of the Village of Mount Prospect.

SECTION TWO: The President and Board of Trustees of the Village of Mount Prospect do hereby approve a conditional use permit to reduce the rear yard setback for accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an art/play studio including a porch/patio addition; a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from ten feet (10'-0") to ten feet eight inches (10.67'); a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from one hundred fifty-seven square feet (157 SF) to three hundred twenty-three square feet (323 SF); and a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from fifty percent (50%) to fifty-six and two-tenths percent (56.2%), for the property located at 17 South Maple Street, Case No. PZ-26-25, subject to the following conditions:

1. The improvements shall be in strict conformance with the plat of survey/site plan, a copy of which is attached hereto and made a part hereof as Exhibit "A."
2. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure.
4. The art/play studio including the porch/patio addition shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations.
5. The art/play studio including the porch/patio addition shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
6. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio

addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.

SECTION THREE: Except for the conditional use and variations 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 FOUR: The Village Clerk is hereby authorized and directed to record a certified copy of this Ordinance and Exhibit “A” with the Recorder of Deeds of Cook County.

SECTION FIVE: 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:

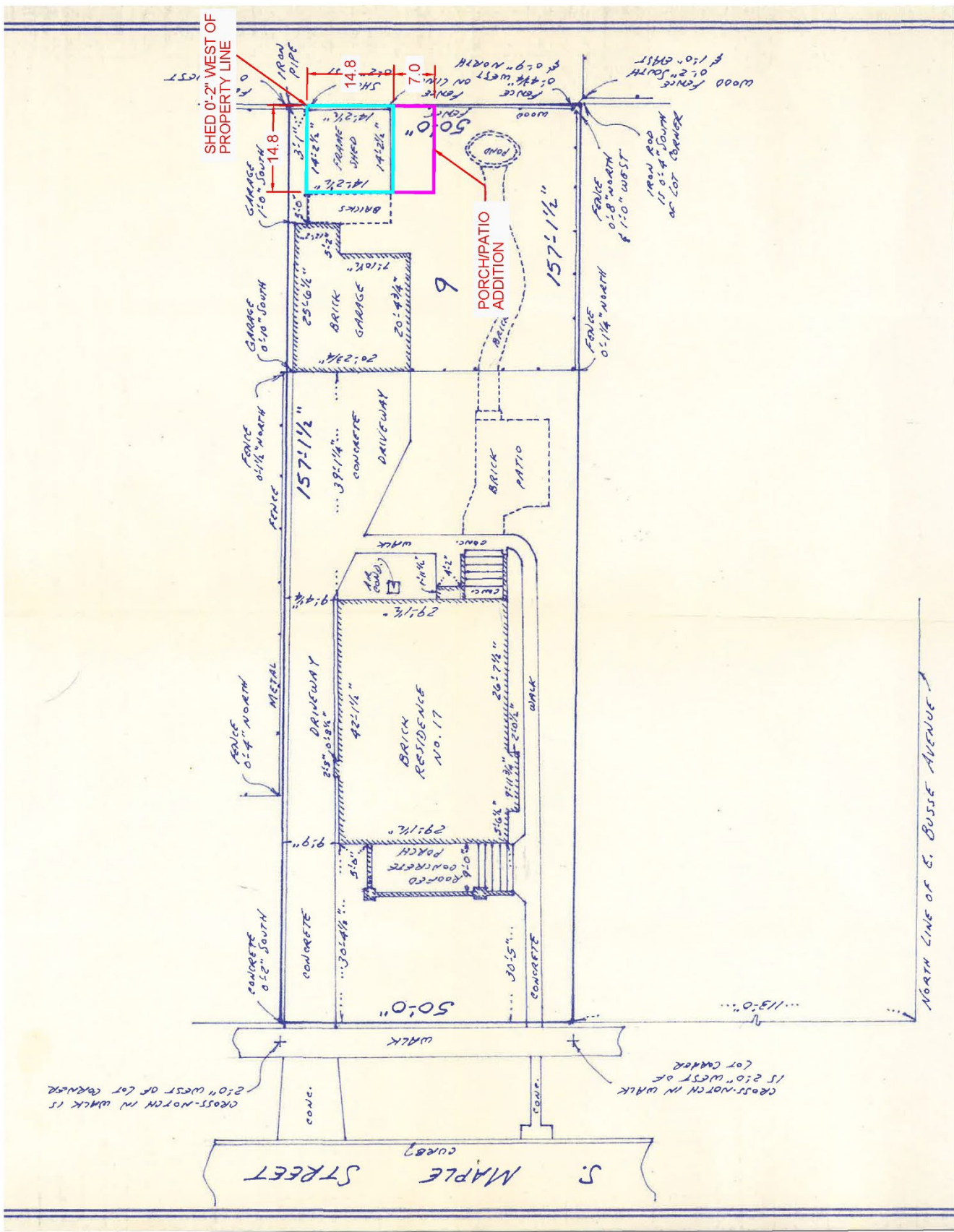
PASSED and APPROVED this 2nd day of December, 2025.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk

EXHIBIT A
PLAT OF SURVEY



MINUTES OF THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION

CASE NO. PZ-26-25 Hearing Date: November 13, 2025

PROPERTY ADDRESS: 17 S. Maple Street

PETITIONER: Mitch Kenoe

PUBLICATION DATE: October 29, 2025

REQUEST: Conditional use to reduce the minimum rear yard setback and variations to permit an increase to the maximum accessory structure height, maximum accessory structure size, maximum lot coverage, and to allow an accessory structure to be located within an easement.

MEMBERS PRESENT: Joseph Donnelly
William Beattie
Walter Szymczak
Richard Rogers
Fay Costa

MEMBERS ABSENT: Ewa Weir
Donald Olsen
Michael Fricano

STAFF MEMBERS PRESENT: Charles Hogan – Development Planner
Jason Shallcross – Director of Community & Economic Development

INTERESTED PARTIES: Mitch Kenoe, Petitioner/Property Owner
Tom Karlov, Resident and Neighbor

Chairman Donnelly called the meeting to order at 7:01 PM. Vice Chairman Beattie made a motion seconded by Commissioner Szymczak to approve the minutes from the Planning and Zoning Commission meeting on October 23, 2025. The minutes were approved 4-0 (Commissioner Costa arrived after the approval of the meeting minutes).

Chairman Donnelly introduced case number PZ-26-25, 17 S. Maple Street, a request for conditional use approval to reduce the rear yard setback and variations to allow increases to accessory structure height, size, and lot coverage, as well as a variation to permit an accessory structure to be located within an easement.

Director Shallcross presented the existing nonconforming shed (constructed by a previous homeowner) at the rear of the property and the requested zoning relief for the conversion of an existing shed into an art studio with a porch addition, including:

- A variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet. (+6.7% PZ Final)
- A variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 square feet. (+205.7% VB Final)
- A variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement in perpetuity. (VB Final)
- A variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%. (+12.3% PZ Final)
- A conditional use permit to reduce the minimum rear yard setback for accessory structures from 3 feet (3'-0") to 2 inches (0'-2") for the construction of an accessory structure. (-94.4% VB Final)

Director Shallcross presented a slide providing compliance with the bulk regulations of the R-a district. out that the existing lot coverage already exceeds what is permitted.

Director Shallcross noted that staff reviewed ADA Title II considerations and acknowledged the medical documentation submitted showing the therapeutic benefit of the structure for the petitioner's daughter. Director Shallcross clarified that while the interior conversion of the shed could be permitted as a reasonable accommodation, the porch addition requires zoning approval because it is considered new construction. A condition of the permit required that the shed would need to de-convert the shed into an art studio or completely demolish the shed.

Director Shallcross further explained that no letters of objection were received from applicable utility companies regarding the structure's location beneath overhead utility lines, provided that no further expansion occurs.

Director Shallcross concluded his presentation with staff's recommendation approving of the conditional use and variations as a reasonable accommodation but did not support allowing the structure to remain beyond the sale of the home. Recommended conditions included:

Director Shallcross concluded that staff finds that the proposed conditional use and variations satisfy the criteria for a reasonable accommodation under the Americans with Disabilities Act but did not support allowing the structure to remain beyond the sale of the home. Director Shallcross 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:

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Recommend approval** of a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;
 - b. The improvements shall be in strict conformance with the plat of survey attached as Exhibit B of the staff report;
 - c. The art/play studio shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and
 - d. The art/play studio including the porch/patio addition shall be restored to its original nonconforming shed use or shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
4. **Recommend approval** of a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.
5. **Recommend approval** of a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition:
 - a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to

remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.

6. **Recommend approval** of a statement to the Village Board that, recognizing that certain zoning requests in the application are Planning and Zoning Commission final and others merely recommendations, the Village Board review the application as a whole, feeling free to modify or rescind any aspects of the application that are Planning and Zoning Commission final where it deems it in the best interest of the Village.”

Director Shallcross highlighted the inclusion of the sixth condition that would allow the Village Board to modify or rescind any of the zoning requests that were already approved by the Planning and Zoning Commission.

Director Shallcross stated that the Planning and Zoning Commission’s decision on the request for increased accessory structure size and lot coverage, and the Village Board’s decision is final for the remaining requests. Chairman Donnelly asked what would happen if the Planning and Zoning Commission would deny the requests under the authority of the Planning and Zoning Commission. Director Shallcross stated that all zoning requests that are Planning and Zoning Commission final, if denied by the Commission, would be appealable to the Village Board, and an appeal would need to be filed within five days of the denial.

Director Shallcross also reviewed the conditions of approval:

1. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
2. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;
3. The improvements shall be in strict conformance with the plat of survey attached as Exhibit B of the staff report;
4. The art/play studio shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and
5. The art/play studio, including the porch/patio addition shall be restored to its original nonconforming shed use or shall be demolished in its entirety prior to the Village’s issuance of a transfer stamp for any future sale or conveyance of the property.
6. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.

Chairman Donnelly stated that the shed was constructed without a permit, and the lot coverage was not checked when the shed was built. Director Shallcross confirmed that the shed is an illegal nonconforming structure.

Vice Chairman Beattie expressed confusion how the zoning requests were related to the disability of the petitioner's daughter. Director Shallcross stated that the Petitioner provided a letter from a medical professional overseeing the treatment of the Petitioner's daughter documenting the disability and the use of the shed as beneficial for therapeutic purposes.

Hearing no further comments, Chairman Donnelly closed the public hearing and swore in the petitioner, Mitch Kenoe, 17 S. Maple Street.

Mr. Kenoe described the project as part of a Make-A-Wish Foundation experience for his daughter, who suffers from chronic medical conditions including Juvenile Idiopathic Arthritis and a brain anomaly requiring ongoing therapies. Mr. Kenoe stated that the art/play studio provides a therapeutic, calming environment that helps her decompress after treatments. Mr. Kenoe explained that the Make-A-Wish funding has already been used for wiring, insulation, and interior improvements, making reconstruction infeasible.

Mr. Kenoe stated that he is willing to install the French drain and comply with all required conditions. Mr. Kenoe requested consideration for allowing the structure to remain beyond the sale of the home, noting the structure's compatibility with the neighborhood.

Vice Chairman Beattie asked the Petitioner what the connection between the Petitioner's daughter's medical conditions and the improvements being requested. Mr. Kenoe explained that the accommodation is intended to address his daughter's significant emotional and psychological trauma related to her medical care. Mr. Kenoe noted that although his daughter currently has no physical limitations due to ongoing treatment, she has experienced severe medical events, including two anaphylactic reactions in the past year, and continues to undergo frequent medical interventions. The proposed improvements are intended to provide a safe, calming space to help manage her anxiety associated with these ongoing medical needs.

Chairman Donnelly asked the Petitioner to clarify why the existing non-permitted shed must remain to accommodate his daughter's needs, and he questioned what alternatives were considered to provide a code-compliant space within the backyard and why those options were not pursued instead of relying on a structure that does not meet Village requirements. Chairman Donnelly asked if the Make-A-Wish foundation provide the money to provide a shed, a legal shed, on the property for her. Mr. Kenoe responded that no alternative structure was pursued because the family has already invested their available funds into the temporary conversion of the existing shed, as previously described by Director Shallcross. Mr. Kenoe explained that the only remaining grant funds are

designated specifically for the hardscape patio shown in the renderings, which would provide accessible connection to the structure.

Chairman Donnelly asked Mr. Kenoe whether a building permit had been obtained prior to undertaking the temporary conversion of the shed. Mr. Kenoe confirmed that the permit for the temporary work was secured with the Village before the conversion was completed.

Commissioner Rogers asked whether the structure was constructed on a slab-on-grade foundation and if the Petitioner was aware that, should utility work be required in the area, the entire structure might need to be removed. Mr. Kenoe confirmed that he is aware of the potential risk associated with the structure's location beneath the utility lines and stated that he had spoken with all three utility providers, who indicated they had no objections given the circumstances. Chairman Donnelly also noted that it was noted in the staff report that the Petitioner is aware and there are letters from the utility companies stating that they do not have any concerns with the structure there.

Chairman Donnelly noted additional concerns regarding the property's lot coverage and potential drainage impacts. Chairman Donnelly explained that the concrete structure is located within an area where several properties drain toward the rear yards. Chairman Donnelly stated that this presents a technical concern for the Commission's consideration.

Vice Chairman Beattie asked the Petitioner if the porch addition was a necessity or if the shed conversion would be sufficient to fill the therapeutic needs of the Petitioner's daughter. Mr. Kenoe replied that the removal of the porch addition could be a consideration and concession that could be made.

Chairman Donnelly noted that while staff's recommendation already includes a condition requiring the removal or restoration of the structure prior to the sale of the property, he would be supportive of a condition clarifying that the structure must be demolished to bring the lot back into conformance. Chairman Donnelly stated that this approach would allow the petitioner to maintain use of the art/play studio during their occupancy but would require its removal once the property is sold, ensuring the site ultimately complies with zoning regulations related to lot coverage and drainage.

Mr. Kenoe stated that he preferred a condition that would allow the structure to remain on the property in perpetuity, provided its use remained non-habitable. He emphasized that the shed pre-dated his ownership by decades and that its improvement into an art/play studio has enhanced the property and surrounding neighborhood.

Chairman Donnelly responded that typically, non-permitted accessory structures would be required to be removed to restore compliance but acknowledged the unique accessibility circumstances presented by the petitioner. Vice Chairman Beattie agreed,

stating that while the request is understandable given the needs of the petitioner's daughter, the relief should remain tied to those needs rather than run with the land. Vice Chairman Beattie noted that the intent of the accommodation is not to increase the property's resale value, but to address an accessibility-related necessity.

Mr. Kenoe asked whether the structure could remain and simply be reverted to a shed use upon sale of the property. Vice Chairman Beattie and Chairman Donnelly explained that full removal would likely be necessary to restore compliance with lot coverage and drainage requirements. Mr. Kenoe then asked for clarification that the Commission would consider approval contingent on the removal of the structure upon sale of the home, to which Chairman Donnelly indicated leaning towards that direction.

Director Shallcross clarified that staff's recommended condition already specifies that the art/play studio and porch/patio addition must either be restored to its original non-conforming shed use or demolished in its entirety prior to the Village's issuance of a transfer stamp. Director Shallcross advised that, should the Commission wish to modify the condition to require demolition only, that modification should be explicitly included in the motion to approve.

Vice Chairman Beattie noted that the petitioner faced a unique situation, having inherited a non-compliant structure not of his own doing. Vice Chairman Beattie suggested that, rather than maintaining a structure that required multiple variances, it might be preferable to construct a compliant alternative elsewhere on the lot.

Mr. Kenoe responded that the structure was already fully improved with insulation, drywall, and windows, and that the work was completed through the Make-A-Wish Foundation. Mr. Kenoe stated that numerous options had been considered but this project best met his family's needs given their circumstances and health limitations. Mr. Kenoe added that Make-A-Wish had already funded and completed the work, and that the improvements were completed with the Village's knowledge.

Chairman Donnelly invited the public to speak. Tom Karlov, 300 E. Evergreen Avenue, spoke in support of the petition. Mr. Karlov stated that he has known the petitioner's family for approximately five years and noted that both Mr. Kenoe's wife and daughter have serious health conditions. Mr. Karlov explained that the community previously organized fundraisers, including the "June Bug Fund," to assist the family. Mr. Karlov stated that the shed has existed for decades and was improved through the Make-A-Wish Foundation to provide a space where the petitioner's wife and daughter could spend time together. Mr. Karlov described the structure as well-built and compatible with the neighborhood and expressed his full support for allowing it to remain.

Mr. Karlov and Chairman Donnelly discussed neighborhood drainage, with Mr. Karlov stating that he was not aware of any current flooding or drainage issues in the area. Mr.

Karlov emphasized that the shed has existed for decades, is well built, and complements the historic character of the neighborhood. Mr. Karlov expressed his hope that the structure could continue to remain and provide a space for the petitioner's wife and daughter to spend time together.

Commissioner Costa inquired about the height of the structure and its proximity to the ComEd utility lines, asking whether the utility's approval was permanent or time limited. Vice Chairman noted that utility representatives had confirmed the structure's placement within the easement and their need for continued access. Director Shallcross added that all utility providers, including ComEd, had approved the plans as submitted—specifically prohibiting any future expansion but allowing the existing structure and porch to remain.

Hearing no further comments, Chairman Donnelly closed the public hearing.

Chairman Donnelly stated that the goal should be to eventually bring the property back into full zoning compliance, noting that while the family may remain in the home for many years, the Village cannot predict how future commissions might view the nonconforming structure. Chairman Donnelly supported allowing continued use during the current ownership but requiring demolition prior to resale to ensure long-term compliance.

Director Shallcross confirmed that a future property owner could petition to amend the ordinance and request that the condition be modified or removed at a later date but emphasized that the current approval should require removal prior to issuance of a transfer stamp. Director Shallcross advised against imposing any fixed time limit, recommending that the transfer-stamp condition remain as the most enforceable mechanism.

Chairman Donnelly summarized that the intent is to allow the existing use for the benefit of the current family, while ensuring the property returns to compliance once the home is sold—consistent with how the Village has handled past accessibility-related accommodations.

Director Shallcross clarified that the current discussion concerned only whether the property must be restored to compliance upon sale, not the separate issue of the porch addition. Director Shallcross explained that the proposed modification would remove the option for the petitioner to restore the structure to a nonconforming shed and instead require full removal prior to the sale of the property.

Vice Chairman Beattie confirmed that the intent was to strike the phrase “restored to its original nonconforming shed use” from the staff-recommended condition, thereby requiring demolition of the structure to bring the lot back into compliance. Chairman Donnelly reiterated that the condition would ensure conformance at resale while allowing the family to continue use of the structure during their occupancy.

Vice Chairman Beattie asked whether a condition should be added to prohibit the structure from being made habitable or equipped with plumbing. Director Shallcross responded that such use is already prohibited by the zoning code and that any conversion to a living space would constitute a violation of other zoning code regulations. The Commission agreed that no additional conditions were necessary.

Chairman Donnelly then asked whether there were any concerns regarding the proposed porch addition. Director Shallcross noted that the porch would extend seven feet from the south side of the existing shed, continuing the existing two-inch setback from the rear property line and maintaining the nonconforming condition.

A straw vote was taken regarding modification of staff's recommended transfer-stamp condition. By a vote of 3–2, the Planning and Zoning Commission supported requiring complete demolition of the accessory structure upon the future sale of the subject property, removing the option to restore the structure to a storage shed.

Chairman Donnelly acknowledged that while the porch and associated coverage increase are not ideal, he supported the modification given the accessibility-related purpose of the request and the condition requiring drainage improvements to the satisfaction of the Village Engineer.

Hearing no further comments or questions, Chairman Donnelly closed the hearing and asked for a motion. Commissioner Beattie made a motion and Commissioner Szymczak seconded the motion to approve the requests as listed in the staff report, but amending a condition, and summarized here:

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Recommend approval** of a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio

addition only and shall not apply to any other principal or accessory structure;

- b. The improvements shall be in strict conformance with the plat of survey attached as Exhibit B of the staff report;
 - c. The art/play studio shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and
 - d. The art/play studio, including the porch/patio addition, shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
4. **Recommend approval** of a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.
 5. **Recommend approval** of a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition:
 - a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.
 6. **Recommend approval** of a statement to the Village Board that, recognizing that certain zoning requests in the application are Planning and Zoning Commission final and others merely recommendations, the Village Board review the application as a whole, feeling free to modify or rescind any aspects of the application that are Planning and Zoning Commission final where it deems it in the best interest of the Village.

UPON ROLL CALL AYES: Szymczak, Beattie, Costa, Donnelly
 NAYS: Rogers

The Planning and Zoning Commission gave a positive recommendation (4-1) for the next Village Board meeting to be held on December 2, 2025.

After hearing three more items of new business, Chairman Donnelly asked if there were any citizens to be heard.

Hearing no further discussion, Vice Chairman Beattie made a motion, seconded by Commissioner Szymczak, and the meeting was adjourned at 8:34 PM.



Ann Choi, Development Planner



Item Cover Page

Subject	A RESOLUTION APPROVING (1) A PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND ST. MARK LUTHERAN CHURCH AND (2) A POST-CLOSING PARKING USE AGREEMENT
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	\$1,450,000
Budget Source	
Category	NEW BUSINESS
Type	Action Item

Information

The Village Board is asked to consider approval of a contract with St. Mark Lutheran Church for the purchase of 205 / 209 S. Wille Street and a related Parking Agreement governing temporary continuation of thirty parking stalls for public and Church use.

Discussion

St. Mark Lutheran Church approached the Village regarding the potential sale of the properties east of its sanctuary building. The site consists of two parcels totaling approximately one acre, currently used as a parking lot, gymnasium, and parsonage.

The Village's acquisition creates long-term opportunities for public parking distribution, site consolidation, and future redevelopment initiatives. The parking agreement ensures operational continuity for St. Mark until equivalent public parking can be provided within a 500-foot radius.

Village staff has reviewed the parking agreement, parking replacement strategy, and operational responsibilities. The arrangement is structured to be temporary, flexible, and non-exclusive, and to ensure that the Village retains full discretion over long-term use of the acquired site.

Financial Impact

Cost of Acquisition: \$1,450,000

Fund Source: General Fund

No additional capital outlay is required for the temporary parking arrangement. Future parking creation will occur through planned resurfacing and street reconfiguration efforts and with the redevelopment of the acquired site.

Alternatives

1. Approve a resolution approving (1) a Property Purchase and Sale Agreement between the Village of Mount Prospect and St. Mark Lutheran Church and (2) a Post-Closing Parking Use Agreement.
2. Action at the discretion of the Board.

Staff Recommendation

Staff recommends approval of a resolution approving a Property Purchase and Sale Agreement between the Village of Mount Prospect and St. Mark Lutheran Church and a Post-Closing Parking Use Agreement.

Attachments

1. RESOLUTION
2. Post Closing Agreement - Parking Use
3. Purchase and Sale Agreement

RESOLUTION NO. - 25

A RESOLUTION APPROVING (1) A PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND ST. MARK LUTHERAN CHURCH AND (2) A POST-CLOSING PARKING USE AGREEMENT

WHEREAS, the Village of Mount Prospect, Illinois (“Village”) is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution and is authorized to acquire real property and enter into related agreements; and

WHEREAS, the Village Board of Trustees has determined that it is necessary and desirable to purchase the real property commonly known as 205 and 209 S. Wille Street, Mount Prospect, Illinois, identified by Property Index Numbers 08-12-119-005-0000 and 08-12-119-028-0000 (the “Subject Property”), as legally described in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the Village and St. Mark Lutheran Church (the “Seller”) have negotiated a Property Purchase and Sale Agreement (the “Contract”) for the acquisition of the Subject Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein; and

WHEREAS, in conjunction with the Contract, the Village and Seller have also negotiated a Post-Closing Parking Use Agreement (the “Parking Agreement”) providing Seller with temporary post-closing parking rights subject to specified limitations and termination provisions, a copy of which is attached hereto as **Exhibit C** and incorporated herein; and

WHEREAS, The Village and the Seller of the Subject Property have agreed to a purchase price of \$1,450,000 for the Subject Property; and

WHEREAS, the Village finds that the purchase of the Subject Property and the approval of the Parking Agreement are in the best interests of the Village and further its municipal planning, operational, and community development objectives.

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

SECTION ONE: The foregoing recitals are hereby adopted as the findings of the Mayor and Board of Trustees and incorporated herein as if fully set forth.

SECTION TWO: The Village hereby approves the acquisition of the Subject Property described in **Exhibit A** and approves the Property Purchase and Sale Agreement attached as **Exhibit B** and the Post-Closing Parking Use Agreement attached as **Exhibit C**, in substantially the forms presented.

SECTION THREE: The Village President, Village Clerk, and Village Manager, or their designees, are hereby authorized and directed to sign and execute the Contract and the Parking Agreement on behalf of the Village, with such non-material amendments as may be approved by

the Village Manager, provided that no amendment materially alters the Village's rights or obligations without further Board approval.

SECTION FOUR: The Village President, Village Clerk, and Village Manager, or their designees, are further authorized and directed to take all actions and execute all documents necessary to consummate the purchase of the Subject Property and to implement the terms of the Contract and the Parking Agreement.

SECTION FIVE: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 2nd day of December, 2025, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of December, 2025, by the Village President of the Village of Mount Prospect, and attested by the Village Clerk, on the same day.

Mayor Paul Wm. Hoefert

ATTEST:

Karen Agoranos, Village Clerk

EXHIBIT A

Legal Description of the Subject Property

LOT 9 (9) IN BLOCK FOUR (4) IN MEIER'S ADDITION TO MOUNT PROSPECT IN THE NORTHWEST QUARTER (1/4) OF SECTION 12, TOWN 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOT A IN ST. MARK LUTHERAN CHURCH RESUBDIVISION OF LOTS 6 AND 7 IN BUSSE'S RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE OF BLOCK 4; ALSO OF LOTS 2 AND 3 IN BLOCK 5, ALL OF BLOCK 6; LOTS 13 TO 24 INCLUSIVE IN BLOCK 7; LOTS 17 TO 30 IN BLOCK 8, ALL IN MEIER'S ADDITION TO MOUNT PROSPECT, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 205 / 209 South Wille Street, Mount Prospect, Illinois

Permanent Index Number(s): 08-12-119-005-0000 and 08-12-119-028-0000

EXHIBIT B

**PROPERTY PURCHASE AND SALES CONTRACT
(ST. MARK LUTHERAN CHURCH – 205/209 S. WILLE STREET, MOUNT PROSPECT, ILLINOIS)**

(attached)

EXHIBIT C

POST CLOSING AGREEMENT – PARKING USE

(attached)

POST CLOSING AGREEMENT – PARKING USE

THIS POST-CLOSING AGREEMENT – PARKING USE (“Post Closing Agreement”) is made as of this ____ day of _____, 2025 (the “Effective Date”), between **ST. MARK LUTHERAN CHURCH (“Seller”)**, an Illinois not-for-profit religious corporation, and the **VILLAGE OF MOUNT PROSPECT, an Illinois home rule municipal corporation (“Buyer”)**.

RECITALS

WHEREAS, the parties hereto have previously entered into a “Property Purchase and Sales Contract (St. Mark Lutheran Church – 205/209 S. Wille Street, Mount Prospect, Illinois,” (“Purchase and Sale Agreement”) with an Effective Date of _____, 2025; and

WHEREAS, pursuant to the Purchase and Sale Agreement, the Buyer, as of the date of this Post Closing Agreement, is purchasing real property commonly known as 205/209 S. Wille Street, Mount Prospect, Illinois (the “Subject Property”) from Seller, as legally described in the Purchase and Sale Agreement; and

WHEREAS, the Seller shall continue to operate a church at property commonly known as 200 S. Wille Street, Mount Prospect, Illinois (the “Church Property”); and

WHEREAS, pursuant to the Purchase and Sale Agreement, a condition precedent to closing on the purchase of the Subject Property is that the Parties enter into a mutually acceptable agreement relative to Buyer’s post-closing obligation to maintain thirty (30) parking stalls on the Subject Property for the use and benefit of Seller and its congregation until such time as Buyer is able to provide public parking stalls in an equivalent number within a 500-foot radius of the Church Property.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase and Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as a post-closing matter, as follows:

1. Following the conveyance of the Subject Property to the Buyer via a special warranty deed dated with the Closing Date as determined by the Purchase and Sale Agreement, the Buyer shall maintain the northernmost bay of existing parking stalls on the Subject Property, consisting of thirty (30) stalls (including three (3) ADA-compliant stalls), for the mutual use and benefit of the general public, Seller and its congregates (the "On-Site Parking Use"). Such use includes rights of vehicle and pedestrian ingress and egress onto the Subject Property for the Parking Use. The Village agrees that it shall be responsible for snow and ice removal from the Parking Lot. However, it is understood that the clearing of the Parking Lot shall not come before the clearing of Village roads and that the Parking Lot will be cleared similarly to when other Village owned parking lots are cleared. The Seller may, at its sole cost and expense and in its discretion, contract and pay for snow plowing the parking lot on Saturday evenings and Sundays as needed.
2. The Buyer's obligation to continue the On-Site Parking Use shall continue until such time as Buyer is able to provide at least thirty (30) public parking stalls (including at least three (3) ADA-compliant stalls) that are all located within 500-feet of any property line of the Church Property (the "Replacement Parking"). Any parking stalls added in 2025 on Pine Street, Evergreen Avenue, and Wille Street as part of the Village's Street Resurfacing Program shall count towards the Replacement Parking requirement in addition to any new stalls created by the Village in the future. The Village will convert the fire lane on Evergreen to Parking stalls, and upon such conversion, those stalls shall count towards the total stalls provided. The Buyer will allow for up to ten (10) full-time staff of St. Mark Lutheran Church to park in the Wille Street Lot during weekdays from 7:00 a.m. to 6:00 p.m. with no time restrictions. Additionally, Buyer will change the current 2-hour parking time restriction on the stretch of Evergreen Avenue adjacent to St. Mark Lutheran Church to a 4-hour parking time restriction.

3. The Replacement Parking provided shall not be for the exclusive use of Seller and its congregants, but instead shall be available for general public use.
4. At such time as the required number of Replacement Parking spaces are made available for public use, the Buyer's obligation to maintain the On-Site Parking Use shall automatically terminate without further action by the Parties, and Buyer shall thereafter have no further obligation to Seller as to the Subject Property. However, the Buyer will give Seller 30 days advance notice of when the On-Site Parking Use will discontinue.
5. The date the Replacement Parking requirement is satisfied shall be the Replacement Parking Commencement Date. The Replacement Parking shall continue to be maintained by the Buyer for use by Seller, its congregants and the general public for no less than ten (10) years following the Replacement Parking Commencement Date. The Buyer's obligation to maintain the Replacement Parking may terminate at anytime by mutual agreement of the Parties. The Buyer's obligation to maintain the Replacement Parking shall automatically terminate prior to ten (10) years in the event that Seller or any successor ceases its operations as a church for a period of three (3) months or more.
6. Due to the anticipated temporary nature of the On-Site Parking Use on the Subject Property, this Agreement shall not be recorded against title to the Subject Property.
7. This Post Closing Agreement shall apply and bind the parties hereto and their respective successors, assigns, and personal representatives. This Post Closing Agreement is specific to Buyer and Seller and creates no rights to the general public in either the Subject Property or in any Replacement Parking.
8. The obligations imposed on Buyer by this Post Closing Agreement may also be released in total or in part by mutual written agreement of the parties or their successors in interest.

9. This Post Closing Agreement shall be effective as of the date that Closing on the purchase of the Subject Property by Buyer from Seller occurs, which date shall be inserted on page 1 above as the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Post Closing Agreement as of the date below their respective signatures.

SELLER:

ST. MARK LUTHERAN CHURCH,
an Illinois not-for-profit religious corporation

Signed by:
By: Eve Smith
470D3D80A0E54CA...

Name: Eve Smith

Title: President, Church Council

BUYER:

VILLAGE OF MOUNT PROSPECT,
an Illinois municipal corporation

By: _____

Name: _____

Title: Village Manager

ATTEST:

Signed by:
By: Nancy Snell
7AEDE1CB33BD4C9...

Name: Nancy Snell

Title: Vice President, Church Council

Date Seller executed: 11/21/2025

ATTEST:

By: _____

Name: _____

Title: _____

Date Buyer executed: _____

**PROPERTY PURCHASE AND SALES CONTRACT
(ST. MARK LUTHERAN CHURCH – 205/209 S. WILLE STREET, MOUNT PROSPECT, ILLINOIS)**

THIS PROPERTY PURCHASE AND SALES CONTRACT (“Contract”) is made as of the Effective Date (as defined in Section 25 below) between **ST. MARK LUTHERAN CHURCH (“Seller”)**, an Illinois not-for-profit religious corporation (Seller’s name shall be automatically updated to conform to the name specified in the Title Commitment, as defined in Section 6 below, once received, if different), and the **VILLAGE OF MOUNT PROSPECT, an Illinois home rule municipal corporation (“Buyer”)**. Seller’s name shall be automatically updated to the name indicated in the Title Commitment, as defined in Section 6 below, if different.

A G R E E M E N T:

1. **CONVEYANCE.** The Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, the fee simple title to the parcel of land commonly known as 205/209 S. Wille Street, Mount Prospect, Illinois, PINS 08-12-119-005-0000 and 08-12-119-028-0000, located in the County of Cook (**“Property”**), and all rights, privileges, tenements, hereditaments, easements and appurtenances to the Property owned by Seller, including, without limitation, all mineral rights, easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the parcel, and all easement rights and obligations of Seller, to the extent they relate to the Property, in and to all streets, alleys, roads, avenues and other rights-of-way adjacent to, abutting or serving the Property. The Property is legally described in **Exhibit A** attached hereto and made a part hereof. The legal description shall conform and shall be updated to conform to the legal description from the “Survey,” as defined in Section 9 below.

2. **PURCHASE PRICE AND EARNEST MONEY.**

A. The purchase price for the purchase of the Property by Buyer is **ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$1,450,000.00) (“Purchase Price”)**. At the “Closing,” as defined in Section 5 below, Buyer shall deposit, in good and available funds by wire transfer or cashier’s check, the Purchase Price, plus or minus prorations as provided herein, on the terms and conditions set forth in **Exhibit B** attached hereto and made a part hereof. At the conclusion of the Closing, the Purchase Price, plus or minus any prorations, and plus or minus any applicable credits or debits as shown on the Settlement Statement executed by the Parties at Closing (the “Sale Proceeds”), shall be conveyed to the Circuit Court of Cook County pursuant to a court order to be entered in conformance with Section 3 below. There will be no earnest money deposit for this purchase.

B. Within five (5) business days after receipt of a fully executed copy of this Contract, Buyer shall deposit **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) (“Earnest Money Deposit”)** with the “Title Company,” as defined in Section 3 below, pursuant to mutually acceptable strict joint order escrow instructions. The Earnest Money Deposit shall be applied to the Purchase Price at Closing.

3. **CLOSING DATE.** The closing ("Closing") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow ("Escrow") on the date that is thirty (30) days following the end of the Due Diligence Period ("Closing Date") remotely through the Chicago Title Insurance Company ("Title Company"), or at such other time and place as mutually agreed to by the parties. The Parties shall pay the Closing costs, including but not limited to the costs of recording, the title policy, the Earnest Money Deposit escrow and the Escrow as customarily charged, except that Buyer shall pay the costs of the Survey, as set forth in Section 7 below.

4. **AS-IS, WHERE-IS CONDITION.** Except for Seller's express representations and warranties and as otherwise set forth herein, or as may otherwise be mutually agreed to between the Parties, Buyer agrees that it is purchasing and accepting the Property in its "AS-IS, WHERE-IS" condition, subject to all faults of every kind and nature whatsoever, whether latent or patent, where now or hereafter existing. By agreeing to purchase and accept the Property in "AS-IS, WHERE-IS" condition, the Buyer acknowledges and represents that it will inspect the Property during the Due Diligence Period as defined herein and make such due diligence investigations as it deems appropriate into the conditions affecting the Property, including, without limitation, the environmental condition of the Property. In so doing the Buyer represents that it has retained or will retain, at Buyer's sole cost and expense, such experts and agents to assist in such inspection and investigation as it has deemed or will deem appropriate.

5. **ENVIRONMENTAL AND OTHER INSPECTIONS; BUYER'S OPTION TO TERMINATE CONTRACT.** Within five (5) days of the Effective Date, the Seller shall deliver to Buyer any environmental reports or assessments of the Property in Seller's possession. Buyer, and its agents and contractors, shall have the right prior to the Closing Date to enter into the Property to conduct environmental or other inspections, soil tests, and/or surveys or other tests and/or inspections at Buyer's own cost and expense. Any such entry by Buyer and/or its agents and/or contractors shall be at the sole risk of Buyer and/or its agents and/or contractors, and in no case shall Seller be liable to Buyer and/or its agents and/or contractors for any damages, claims, or liabilities that arise from such entry. Buyer shall, relative to the Property, within ninety (90) days of the Effective Date (the "**Due Diligence Period**"), review the results of its own testing and investigations, title, relevant recorded documents, available surveys, site plans and environmental and/or other reports and shall advise the Seller, within said ninety (90) day period, if Buyer wishes to proceed with the acquisition of the Property. The Buyer shall not be obligated to accept the Property, if in the Buyer's sole and exclusive judgment, for any reason whatsoever, the Buyer determines that the use or condition of the Property or any part thereof is not necessary or appropriate for the use intended by the Buyer, poses a health, safety or environmental hazard, or if at any time prior to the Closing the Buyer otherwise becomes aware of the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation. Pursuant to this Paragraph, if Buyer advises Seller on or prior to the end of the Due Diligence Period that the Buyer has determined not to accept the Property, this Contract shall become null and void with no further action by the Parties hereto, the Earnest Money shall be returned to Buyer, and the Parties shall have no further obligations to each other.

6. **TITLE INSURANCE.** Within fifteen (15) business days of the Effective Date, Seller shall obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 ("**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment ("**Underlying Title Documents**"), subject only to those matters described in **Exhibit B**, attached hereto and made a part hereof ("**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer shall have ten (10) business

days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter ("**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have ten (10) business days from the date of receipt of the Buyer's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time ("**Extended Title Closing Date**"), after Buyer's receipt of a proforma title policy ("**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Contract and this Contract shall become null and void without further action of the parties, or (ii) upon notice to Seller within five (5) business days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Buyer shall pay the cost for any later date title commitments, and Buyer shall pay for the cost of the later date to its Proforma Title Policy.

7. **SURVEY**. Within twenty-one (21) days after the Effective Date, Buyer, at its option and sole cost and expense, shall obtain an ALTA/NSPS Plat of Survey ("Survey") prepared by a surveyor licensed by the State of Illinois and certified to the Buyer and Title Company. Title objections based on the Survey are addressed in Section 6 above. Upon approval of the Survey, the legal description in **Exhibit A** shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing and signed by both parties.

8. **DEED**. Seller shall convey fee simple title to the Property to Buyer, by a recordable Warranty Deed ("**Deed**"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title; Bill of Sale; Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking, and such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

9. **CLOSING DOCUMENTS**. On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

- A. Seller shall deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed, together with the Grantor/Grantee Statement and Plat Act Affidavit, if required;
 - ii. the original executed and property notarized Affidavit of Title;
 - iii. the original executed and property notarized Non-Foreign Affidavit;

- iv. the original executed Bill of Sale;
- v. counterpart originals of Seller's Closing Statement; and
- vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Title Company:

- i. the balance of the Purchase Price, plus or minus prorations;
- ii. counterpart originals of Seller's Closing Statement; and
- iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

C. The parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

10. **POSSESSION.** Possession of the Property shall be delivered to Buyer on the Closing Date, except for the following items that may be removed by the Seller before closing or with Buyer's cooperation during demolition after closing: Interior cabinets, Lion sculpture, Dated cornerstone, Time capsule, subject to the Permitted Exceptions and in the same condition as at the Effective Date of this Contract. This clause shall survive closing.

11. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Seller having the day prior to the Closing Day.

A. **Real Estate Taxes.** General real estate taxes for 2024, 2025 and subsequent years, if any, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date), shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 105% of the most recent full year tax bill, and shall be conclusive, with no subsequent adjustment.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and

other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing except for a water bill which may be taken up to two (2) days before the Closing Date.

12. **CONVEYANCE TAXES.** The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State, County and Village real estate transfer tax pursuant to 35 ILCS 200/31-45(b) and the Village of Mount Prospect Village Code. Seller shall furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and the Village of Mount Prospect Village Code.

13. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section shall be deemed remade as of the Closing Date, shall survive the Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Violations of Zoning and Other Laws.** Seller has received no written notice from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer shall include all rights of the Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. **Pending and Threatened Litigation.** To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain, etc.** To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. **Access to Property Utilities.** To the best knowledge and belief of Seller, No fact or condition exists which would result in the termination or impairment of access to the Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. **Assessments.** To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

G. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which Buyer shall not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. Governmental Obligations. To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. Seller represents to the best of Seller's knowledge that the Property has no private easements or agreements that would hinder Seller from its intended use of the Property.

L. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

M. Hazardous Materials. Seller has not, and has no knowledge of any other person who has, caused any release, threatened release, or disposal of any Hazardous Material (which shall mean each element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under environmental laws or the release of which is regulated under environmental laws) at the Property in any material quantity, and the Property is not adversely affected by any release, threatened release or disposal of a Hazardous Material originating or emanating from any other property.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder, including all incidental and consequential damages. These representations, warranties, and indemnities of Seller shall survive the closing.

When used in this Section 13, the expression "**to the best knowledge and belief of Seller**," or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry of all documents and information in the possession of the Seller or its agents, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

14. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller that Buyer has the requisite power and authority to enter into and fully carry out this Contract and the purchase of the Property, including the execution of all instruments and documents delivered or to be delivered hereunder. **SELLER ACKNOWLEDGES, HOWEVER, THAT BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE PRESIDENT AND BOARD OF TRUSTEES OF BUYER.**

15. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 13 hereof and elsewhere in this Contract are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Contract in order to Close on the Closing Date.
- iv. The Parties have entered into a Parking Rider, post-closing agreement, or other mutually acceptable agreement relative to Village maintenance of thirty (30) parking stalls on the Subject Property for the use and benefit of Seller and its congregation until such time as Buyer is able to provide new public parking stalls in an equivalent number within a 500-foot radius of the Property

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. terminate this Contract; or
- iii. proceed to Closing notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be to terminate this Contract and thereupon to retain the Buyer's earnest money deposit as liquidated damages.

C. Notwithstanding the foregoing, the parties agree that no default of or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of five (5) business days from receipt of the notice to cure the default. In the event that a party has timely initiated the steps necessary to cure a default, but the nature of the cure requires additional time within which to do so, the cure period herein shall be extended by an additional five (5) business days.

In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

16. **BINDING EFFECT**. This Contract shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

17. **BROKERAGE**. The Buyer represents that it has not retained a broker regarding the proposed transaction. The Seller represents that it has not retained a broker regarding the proposed transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

18. **NOTICES**. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or (C) by e-mail transmission on the day of transmission, with the original notice mailed by certified or registered mail, postage prepaid, return receipt requested, or (D) by personal delivery, if addressed to the parties as follows:

To Seller: St. Mark Lutheran Church
200 S. Wille Street
Mount Prospect, IL 60056
Attn: Eve Smith, President, Church Council
Email: stmarkmp@stmarkmp.org

With a copy to: Jonathan Vold, Atty
900 E. Northwest Highway
Mount Prospect, IL 60056
Email: javold@aol.com

To Buyer: Village of Mount Prospect
50 South Emerson St
Mount Prospect, IL 60056
Attn: Michael Cassidy, Village Manager
Phone: 847-392-6000
Email: MCassady@mountprospect.org

With a copy to: Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559
Attn: Michael A. Marrs
Phone 312-909-1391
Email: mamarrs@ktjlaw.com

Any party hereto may change the name(s), address(es) and e-mail address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other parties hereto in the same manner, as all other notices are required to be delivered hereunder.

19. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by a party shall, unless otherwise herein provided, be in a writing signed by the waiving party and delivered to the other party.

20. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% percent interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one in **Exhibit C** attached hereto and made a part hereof.

21. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Contract with the prior written consent of Seller. Buyer shall deliver to Seller a copy of the fully executed assignment and assumption by Buyer, as assignor and the assignee.

22. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

C. The terms, provisions, warranties and covenants of Section 15 shall survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Section 15 of this Contract shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

D. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.

E. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

F. The parties warrant and represent that the execution, delivery of and performance under this Contract is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

G. The Section headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

H. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

I. If the Seller is a Trust, this Contract is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while

in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event the Seller is a Trust as provided above, this Contract shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Contract and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

J. In the event either party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

K. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

L. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

23. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date that the authorized signatories of Buyer shall sign the Contract, which date shall be the date stated below the Buyer's signature.

24. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Contract between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

25. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A Legal Description of the Property

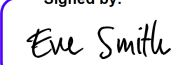
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date below their respective signatures.

SELLER:

ST. MARK LUTHERAN CHURCH,
an Illinois not-for-profit religious corporation

Signed by:

By: 470D3D80A0E54CA...

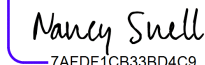
Name: Eve Smith
Title: President, Church Council

BUYER:

VILLAGE OF MOUNT PROSPECT,
an Illinois municipal corporation

By: _____
Name: _____
Title: Village Manager

ATTEST:

Signed by:

By: 7AFDF1CB33BD4C9...

Name: Nancy Snell
Title: Vice President, Church Council
Date Seller executed: 11/21/2025

ATTEST:

By: _____
Name: _____
Title: _____
Date Buyer executed: _____

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 9 (9) IN BLOCK FOUR (4) IN MEIER'S ADDITION TO MOUNT PROSPECT IN THE NORTHWEST QUARTER (1/4) OF SECTION 12, TOWN 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOS.

AND

LOT A IN ST. MARK LUTHERAN CHURCH RESUBDIVISON OF LOTS 6 AND 7 IN BUSSE'S RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE IN BLOCK 4; ALSO OF LOTS 2 AND 3 IN BLOCK 5, ALL OF BLOCK 6; LOTS 13 TO 24 INCLUSIVE IN BLOCK 7; LOTS 17 TO 30 IN BLOCK 8, ALL IN MEIER'S ADDITION TO MOUNT PROSPECT, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 205/209 South Wille Street, Mount Prospect, Illinois

Permanent Index Number: 08-12-119-005-0000 and 08-12-119-028-0000

Exhibit B

PERMITTED EXCEPTIONS

1. 2024 and 2025 real estate taxes and subsequent years, not due and payable for the Property.
2. Covenants, Conditions and Restrictions of Record; and
3. Building lines and easements of record, if any

Exhibit C**ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS
SUBSTANTIALLY SIMILAR TO THE ONE BELOW**

State of Illinois)
)ss.
County of _____)

DISCLOSURE AFFIDAVIT

I, _____, (hereinafter referred to as "Affiant") reside at _____
_____, in _____ County, State of _____, being first duly sworn and having personal
knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the (choose one)
 - ☐ owner or
 - ☐ authorized trustee or
 - ☐ corporate official or
 - ☐ managing agent or
 - ☐ _____ of the Real Estate (as defined herein).
2. That the Real Estate (as defined herein) being sold to the Buyer is commonly known as a part of _____ and is located in the County of Cook, Village of Mount Prospect, State of Illinois (herein referred to as the "Real Estate"). The Real Estate has an Assessor's Permanent Index Number of _____ (part).
3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Buyer, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.
4. As the
 - ☐ owner or
 - ☐ authorized trustee or
 - ☐ corporate official or
 - ☐ managing agent or
 - ☐ _____ of the Real Estate, I declare under oath that
 (choose one):
 - ☐ The owners or beneficiaries of the trust are: _____ or _____
 - ☐ The shareholders with more than 7 1/2% interest are: _____ or _____
 - ☐ The corporation is publicly traded and there is no readily known individual having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Buyer to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 2025.

NOTARY PUBLIC



Item Cover Page

Subject	Motion to approve a traffic-calming project within the Hatlen Heights Subdivision on Audrey Lane, Hatlen Avenue, Grindel Drive, Connie Lane and Meier Road.
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	\$30,000.00
Budget Source	Capital Improvements Fund
Category	NEW BUSINESS
Type	Action Item

Information

The Transportation Safety Commission transmits their recommendation to construct a traffic-calming project within the Hatlen Heights Subdivision on Audrey Lane, Hatlen Avenue, Grindel Drive, Connie Lane, and Meier Road and approve associated traffic regulations. This project was developed through the Friendly Neighborhood Streets Program, an update to the Village Traffic Calming Program. Proposed improvements include:

- Mini-traffic circles at the intersection of Audrey Lane and Grindel Drive as well as Hatlen Avenue and Grindel Drive.
- Speed feedback signs on Audrey Lane and Hatlen Avenue.
- All-way stop control at the intersection of Audrey Lane and Connie Lane with centerline pavement markings on approach to the intersection.
- Pavement markings on Meier Road between Lincoln Street and Connie Lane to match the pavement markings on Meier Road south of Lincoln Street.

In 2022 and 2023, the Public Works Department Engineering Division conducted multiple traffic studies on Audrey Lane at the request of a resident to quantify perceived traffic issues and to determine if the street was eligible for traffic-calming measures. The studies determined the street was not eligible based on the criteria of the original Traffic Calming Program (adopted in 2011) but the Transportation Safety Commission charged staff in the summer of 2023 with reviewing and updating the traffic-calming program as appropriate.

While the program was being updated, Public Works installed radar speed feedback signs as an interim measure to address speeding concerns on the street. The new traffic-calming program, the Friendly Neighborhood Streets Program, was adopted by the Village Board in May 2024.

A petition for a traffic-calming project on the 0 and 100 blocks of South Audrey Lane was

submitted to Public Works on October 2, 2024. This came after the Friendly Neighborhood Streets Program was adopted and with the speed feedback signs in place. Based on the traffic data collected after installation of the speed feedback signs, the street did not qualify to be included in the new Program. Staff agreed to consider the traffic data prior to installation of the speed feedback signs and consider a new traffic-calming project. The traffic data prior to installation of the speed feedback signs did qualify the street to be included in the new Program.

After receiving the petition, staff advanced the project through the Friendly Neighborhood Streets Program process, expanding the limits to include additional streets in the Hatlen Heights Subdivision. The focus of the process has been to consider traffic-calming measures that will reduce vehicle speeds while discouraging through traffic. The Police Department, Fire Department, and Public Works Department do not support closing streets that will limit access and redistribute traffic in the neighborhood. The Village tried closing Connie Lane at Meier Road in the mid-1990s but was determined it would not be an effective solution. Staff concentrated on speed reduction measures for the neighborhood.

The process has included traffic studies, alternative analysis, preferred design development and multiple public meetings. Residents within the study area were mailed information on the project four times, including surveys and ballots. Additionally, a traffic-calming trial was installed in May 2025 and remained in place for three weeks to allow residents to experience proposed improvements and for staff to evaluate their effectiveness. The speed feedback signs on Audrey Lane were turned off during the trial.

More project information is available on the project website, including design memos, plans and public outreach summaries: <https://www.mountprospect.org/departments/public-works/engineering/traffic/traffic-calming/hatlen-heights-neighborhood-traffic-calming-study>

Traffic counts recorded that 8% of all vehicles traveling on the street traveled at speeds over 35 mph, or about 75 vehicles per day, prior to any traffic-calming. The traffic-calming trial showed that proposed traffic-calming measures reduced the percentage of vehicles traveling over 35 mph on the street to 2%, or 25 vehicles per day. The trial also showed the proposed traffic-calming measures would successfully address the reported traffic concerns.

The measures also resulted in loss of on-street parking adjacent to the mid-block median islands that the residents on the street were vocally against. Therefore, staff adjusted the traffic-calming plan in response to residents' comments.

Staff's recommended traffic-calming plan was presented to the Transportation Safety Commission at their September 8 meeting. This plan included:

- Mini-traffic circles at the intersection of Audrey Lane and Grindel Drive as well as Hatlen Avenue and Grindel Drive.
- Speed feedback signs on Audrey Lane and Hatlen Avenue.
- All-way stop control at the intersection of Audrey Lane and Connie Lane with centerline pavement markings on approach to the intersection.
- Pavement markings on Meier Road between Lincoln Street and Connie Lane to match the pavement markings on Meier Road south of Lincoln Street.

Discussion

After discussion and resident input, the Transportation Safety Commission voted to approve

staff's recommendations and submit them to the Village Board for approval. These recommendations meet the goals of the Friendly Neighborhood Streets Program.

With the Village Board's approval of the traffic-calming plan, staff will create design plans and incorporate the improvements into the 2026 Street Resurfacing Program. The estimated cost for these improvements is \$30,000 for two speed feedback signs, two mini-traffic circles, and pavement markings. Funding is included in the 2026 Village Budget for general traffic-calming and would cover the amount of this project.

The Friendly Neighborhood Streets Program, the Village's updated traffic-calming program, was adopted by the Village Board on May 21, 2024. Per the Program, the Village Board may approve the traffic-calming project by simple majority (with or without amendments), direct staff to revise the project and discuss further at a future meeting, deny the project and end further consideration, or take other actions as the Village Board deems appropriate.

If this traffic-calming project is approved by the Village Board, the Village Code will require updates to incorporate new traffic regulations. These traffic modifications will be presented as a separate agenda item.

Public Works notified the neighborhood that this project is scheduled to be presented to the Village Board at the December 2nd meeting through Resident Information Bulletin #5 that was distributed door to door last week.

Alternatives

1. Approve the traffic-calming project within the Hatlen Heights Subdivision as recommended by the Transportation Safety Commission.
2. Action at the direction of the Village Board.

Staff Recommendation

Staff concurs with the recommendation of the Transportation Safety Commission to implement a traffic-calming project in the Hatlen Heights Subdivision.

Attachments

1. 01- Hatlen Heights Traffic Calming Plan
2. 01 - TSC Minutes
3. 03 Hatlen Ballot Summary



NO IMPROVEMENTS

NEW SPEED FEEDBACK
SIGN

PROPOSED MINI-TRAFFIC
CIRCLE TO SLOW
VEHICLES THROUGH
INTERSECTION
SEE DETAIL

NEW SPEED FEEDBACK
SIGN ON SOUTHBOUND
HATLEN AVENUE AROUND
104 HATLEN AVENUE (NOT
SHOWN)

CENTRAL ROAD

HATLEN AVENUE

NO IMPROVEMENTS

PROPOSED MINI-TRAFFIC CIRCLE
TO SLOW VEHICLES THROUGH
INTERSECTION
SEE DETAIL

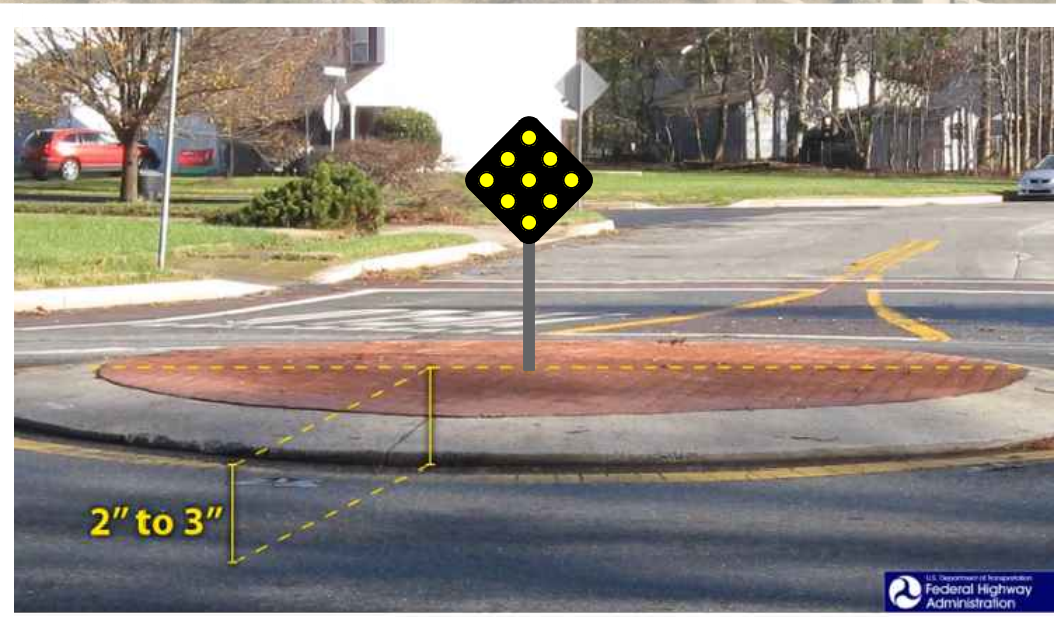
GRINDEL DRIVE

CENTRAL ROAD

AUDREY LANE

SPEED FEEDBACK
SIGN TO BE
RELOCATED

SEE PAGE TWO FOR CONTINUATION
OF AUDREY LANE



USER NAME	= LJF	DESIGNED - LJF	REVISED -
		DRAW - LJF	REVISED -
PLOT SCALE	=	CHECKED - MPL	REVISED -
PLOT DATE	= 9/16/2025	DATE - 9/16/2025	REVISED -

VILLAGE OF MOUNT PROSPECT

FRIENDLY NEIGHBORHOOD STREETS PROGRAM
HATLEN HEIGHTS - FOR VILLAGE BOARD

SCALE: 1:75 SHEET 1 OF 2 SHEETS CENTRAL RD - GRINDEL DR

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	2	1
CONTRACT NO. N/A				
ILLINOIS				



SPEED FEEDBACK
SIGN TO BE
RELOCATED



PROPOSED STRIPED ON
STREET PARKING ON
BOTH SIDES OF MEIER
ROAD TO MATCH SOUTH
OF LINCOLN STREET,
VISUALLY NARROWS
STREET TO SLOW DRIVES



USER NAME = L.J.F	DESIGNED - L.J.F	REVISED -
	DRAW - L.J.F	REVISED -
PLOT SCALE =	CHECKED - MPL	REVISED -
PLOT DATE = 9/16/2025	DATE - 9/16/2025	REVISED -

FRIENDLY NEIGHBORHOOD STREETS PROGRAM
HATLEN HEIGHTS - FOR VILLAGE BOARD

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	2	2
		CONTRACT NO. N/A		
	ILLINOIS			

MAYOR
Paul Wm. Hoefert

TRUSTEES
Vincent J. Dante
Elizabeth B. DiPrima
Terri Gens
William A. Grossi
John J. Matuszak
Colleen E. Saccotelli



VILLAGE MANAGER
Michael J. Cassady

DIRECTOR OF PUBLIC WORKS
Sean Dorsey

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

Village of Mount Prospect Public Works

1700 W. Central Road, Mount Prospect, Illinois 60056

DRAFT MINUTES OF THE MOUNT PROSPECT TRANSPORTATION SAFETY COMMISSION

CALL TO ORDER

The meeting of the Mount Prospect Transportation Safety Commission was called to order at 7:00 p.m. on Monday, September 8, 2025.

ROLL CALL

Present upon roll call:	Justin Kuehlthau	Chairman
	B-L Pellicore	Commissioner
	Tina DeAragon	Commissioner
	Todd Novak	Fire Department Representative
	Nicholas Mavraganis	Police Department Representative
	Scott Moe	Public Works Department Representative
	Luke Foresman	Project Engineer – Staff Liaison

Absent:	Christopher Prosperi	Vice Chairman
	Jeffrey Nejd	Commissioner
	Charlie Lowry	Commissioner

Others in Attendance:	George and Roula Chartouni	Resident	205 Audrey Lane
	Vito LiRosi	Resident	17 S. Audrey Lane
	Carol A. Cimo	Resident	100 Audrey Lane
	Mary McCloskey	Resident	14 Audrey Lane
	Rick McNulty	Resident	1908 Connie Lane
	Debbie Geavaras	Resident	200 S. Audrey Lane
	Matt Lawrie	Village Engineer	

APPROVAL OF MINUTES

Commissioner Pellicore, seconded by Commissioner DeAragon, moved to approve the minutes of the regular meeting of the Transportation Safety Commission held on August 11, 2025. The minutes were approved by a vote of 6-0.

CITIZENS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

Hatlen Heights – Audrey Lane, Hatlen Avenue, Bonita Avenue, Connie Lane and Meier Road north of Lincoln Street – Friendly Neighborhood Streets Program Project

Staff Liaison Foresman presented the following on the Hatlen Heights Friendly Neighborhood Streets Program Project:

Overview: Staff presents their recommendation for a traffic calming project in the Hatlen Heights Neighborhood, including Audrey Lane, Hatlen Avenue, Connie Lane, Bonita Avenue and Meier Road, in accordance with the Friendly Neighborhood Streets Program. The Commission will then vote on whether the project should move forward to the Village Board for approval or not.

Project Status: Below are the steps of the Friendly Neighborhood Streets Program, we are currently at the bolded steps:

1. Initiation
2. Petition Review
3. Traffic Study
4. Eligibility
5. Prioritization
6. Initial Public Outreach
7. Initial Plan
8. Second Public Outreach
9. Temporary Measures
10. On-Site Meeting (hosted at TSC meeting)
11. Revised Plan
- 12. Balloting**
- 13. TSC Meeting**
14. Board Approval
15. Construction

Background: Detailed project information can be found on the project website including the initial petition, traffic counts, public outreach summaries, alternative analysis memos and previous versions of the plan.

<https://www.mountprospect.org/departments/public-works/engineering/traffic/traffic-calming/hatlen-heights-neighborhood-traffic-calming-study>

This memo will give a brief overview of the history of the project that was covered at the previous meeting. Refer to the above mentioned documents for more information.

Initial
Outreach and
Plan

A petition for the Friendly Neighborhood Streets Program for Audrey Lane was received on October 2, 2024. Staff found the street qualified for the program and determined the study area. In addition to Audrey Lane, the study area was expanded to include Hatlen Avenue, Bonita Avenue, Connie Lane and Meier Road north of Lincoln Street.

Staff sent a letter to all properties within the study area soliciting feedback on existing traffic issues, 134 surveys were sent out and 27 were returned. Primary concerns included vehicle volume and speed, reducing cut through traffic, stop sign compliance and pedestrian safety.

An initial plan was developed to address traffic issues on the street. The initial plan included median islands, mini-traffic circles, parking changes, pavement markings and speed feedback signs. The initial plan was mailed to residents within the study area soliciting input. As the initial plan was developed, the study area was expanded to include Meier Road north of Lincoln Street. Additionally, the plan was presented to the Transportation Safety Commission for feedback.

In general, residents were concerned over the impact the traffic calming measures would have on the street and were unsure how effective they would be.

Staff then developed a traffic calming trial to demonstrate the proposed traffic calming measures to the public and to conduct additional traffic counts to determine their effectiveness.

Traffic
Calming Trial

A traffic calming trial was implemented on the street for three weeks from May 19th to June 6th. This trial consisted of cones, rubber curbs and temporary pavement markings to demonstrate median islands, mini-traffic circles and parking changes. Full details of the trial are included in the attached memos. The results showed the trial measures reduced the number of drivers exceeding 35 MPH on the street by about 70% without an adverse impact on traffic operations. This shows how the traffic calming measures were designed to make it difficult for vehicles to reach excessive speeds but still allow vehicles to travel at appropriate speeds down the street. There was a relatively small change in average speed showing the measures have a limited impact on vehicles that previously were traveling close to the speed limit. However, the traffic calming measures would require parking changes on the street.

Residents were sent a letter prior to the trial requesting feedback on the trial measures. A total of 36 comments were received. 4 were generally in favor of some or all of the proposed measures, 29 were against them and 3 were general comments. The general theme from comments received was that the impact the traffic calming measures have on vehicle speed and pedestrian safety needs to be greater than any negative impact to residents in the neighborhood.

Revised
Design

Based on comments received, traffic count results and staff observations, the following changes were made to the initial plan:

- Remove mid-block medians as the impact to residents was deemed too great for the traffic calming benefit they provided.
- Remove the striped parking lane on Connie Lane, replace it with centerline markings near the stop signs.
- Install all-way stop control at the intersection of Connie Lane and Audrey Lane. Traffic counts confirmed similar operating conditions on both streets, warranting all-way stop control.

The revised design is described in detail in the attached Revised Design Memo. Overall, there are four items that were included for residents to vote on:

- Item 1: Raised median islands at the entrance to the neighborhood off Central Road.
- Item 2: Mini-traffic circles (Option 1), speed feedback signs (Option 2) or both (Option 3) at the intersections of Audrey Lane and Hatlen Avenue with Grindel Drive.
- Item 3: All-way stop control at the intersection of Audrey Lane and Connie Lane.
- Item 4: Pavement markings on Meier Road for parking lanes and a centerline.

Balloting

The revised design plans and a ballot were sent to all residents within the study area. A detailed breakdown of the balloting is included in the attachments. The below table provides a brief summary:

Hatlen Heights Balloting Summary							
Item 1			Item 2				
For	Neither For or Against	Against	For Option 1	For Option 2	For Option 3	Neither For or Against	Against Both Options
16	4	46	5	21	25	0	18
Item 3			Item 4				
For	Neither For or Against	Against	For	Neither For or Against	Against		
47	6	14	38	15	16		

Staff also looked at how residents who live on the block where the traffic calming measures were proposed voted, the result of that analysis is shown below.

The results of balloting are non-binding and were used to inform Staff's recommendation. Comments that were submitted with the ballots are included as an attachment to this memo.

Hatlen Heights Balloting Summary Responses from the Block the Traffic Calming Measure is Proposed							
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6	0	17	3	10	16	0	10
Item 3			Item 4				
For	Neither For or Against	Against	For	Neither For or Against	Against		
21	1	2	7	1	0		

Staff
Recommend-
ation:

Staff's recommendation is shown on the Final Design Plans. This includes:

- No changes at the entrances to the neighborhood off Central Road
- Mini-traffic circles and speed feedback signs on Audrey Lane and Hatlen Avenue at their intersections with Grindel Drive
- All-way stop control at the intersections of Audrey Lane and Connie Lane
- Pavement markings on Meier Road.

This combination of traffic calming measures are expected to meet the projects goals of improving safety on the street while not greatly impacting residents. The total cost for these improvements is \$20,000 to \$30,000. Funding is included in the Village Budget for general traffic calming. Construction would take place next year, either as part of the resurfacing program or as a stand alone project.

Options:

The Transportation Safety Commission can vote to:

- Advance the project to the Village Board in accordance with Staff's recommendation
- Advance the project to the Village Board with changes to Staff's recommendation
- Send the project back to Staff for changes and to bring it to a future Transportation Safety Commission Meeting
- Reject the proposed changes, effectively terminating the project

Or action at the discretion of the Commission.

Discussion:

Commissioner Pellicore asked for a clarification on speed feedback signs and their lead time. Liaison Foresman described them and indicated the lead time would likely be a few months based on past procurement.

There was general discussion from the audience and the Commission on the following topics:

- How the Village collects traffic data – pneumatic tube counters
- How decisions are being made in the program – Staff use traffic data and proven traffic calming measures to develop a traffic calming plan then present that to residents to ensure the traffic calming plan meets resident expectations, allowing for public input throughout the process
- Comments that the originally proposed median islands at the neighborhood entrances were too close to Central Road and could be a safety issue if installed
- Comments that speeding and traffic issues are only present during rush hour and therefor a large intervention is not needed
- Suggestion to add stop signs to Audrey Lane and Hatlen Avenue at Grindel Drive – Staff investigated this and found that stop signs were not warranted due to low traffic volumes on Grindel Drive compared to Audrey Lane and Hatlen Avenue. Stop signs are used to assign right-of-way at an intersection and not for speed control. When traffic volumes are drastically different and one street has very low volume, there often becomes a high rate of disobedience at an all-way stop. Motorists on the major road soon realize there is little opposing traffic and they will roll through and even not stop at the STOP sign. This can become a safety concern if a motorist on the minor street pulls out thinking the opposing vehicle is going to stop.
- Comments that traffic enforcement works

Motion: The Commission elected to do separate motions for each of the items included on the ballot. The results of the motions are described below.

Ballot Item #1: Median islands on Audrey Lane and Hatlen Avenue near Central Road.

Motion by Chairman Kuehlthau, seconded by Commissioner Pellicore: Approve Staff's recommendation to make no changes to the entrances to the neighborhood.

Motion passed by a vote of 6-0.

Ballot Item #2: Intersection treatment at the intersections of Audrey Lane and Hatlen Avenue with Grindel Drive.

Motion by Commissioner Pellicore, seconded by Representative Moe: Approve Staff's recommendation (Option 3) including mini-traffic circles and speed feedback signs at the intersections with Grindel Drive.

Motion passed by a vote of 6-0.

Ballot Item #3: All-way stop control at the intersection of Connie Lane and Audrey Lane.

Motion by Representative Moe, seconded by Commissioner DeAragon: Approve Staff's recommendation to install all-way stop control and centerline pavement markings at the intersection of Connie Lane and Audrey Lane.

Motion passed by a vote of 6-0.

Ballot Item #4: Pavement marking on Meier Road between Connie Lane and Lincoln Street.

Motion by Representative Moe, seconded by Commissioner Pellicore: Approve Staff's recommendation to add pavement markings to Meier Road north of Lincoln Street to match the pavement markings on Meier Road south of Lincoln Street.

Motion passed by a vote of 6-0.

Overall, the Commissions recommends the following:

- No changes on Audrey Lane and Hatlen Avenue at the entrances to the neighborhood off Central Road
- Install mini-traffic circles and speed feedback signs at the intersection of Audrey Lane and Gindel Drive and Hatlen Avenue and Grindel Drive
- Install all-way stop control at the intersection of Audrey Lane and Connie Lane with centerline pavement markings on approach to the intersection
- Install pavement markings on Meier Road north of Lincoln Street to match the pavement markings on Meier Road south of Lincoln Street

COMMISSION ISSUES

Liaison Foreman updated the Commission on golf cart regulations as requested by the Commission at the August meeting.

The Village has no regulations regarding golf carts. According to state law (625 ILCS 5/11-1426.1), golf carts are considered a “non-highway vehicle”. They are not allowed on any street in the state unless a municipality authorizes them. Since Mount Prospect has not authorized them, they are not allowed on any streets in the Village. Since they are not allowed in Mount Prospect, Staff does not recommend pursuing safety regulations at this time, should the Village Board desire to allow golf carts or other non-highway vehicles on Village Streets, then, at that time, safety regulations for golf carts can be evaluated, including seat belts.

Chairman Kuehlthau announced that Commissioner NejdI had resigned from the Commission.

ADJOURNMENT

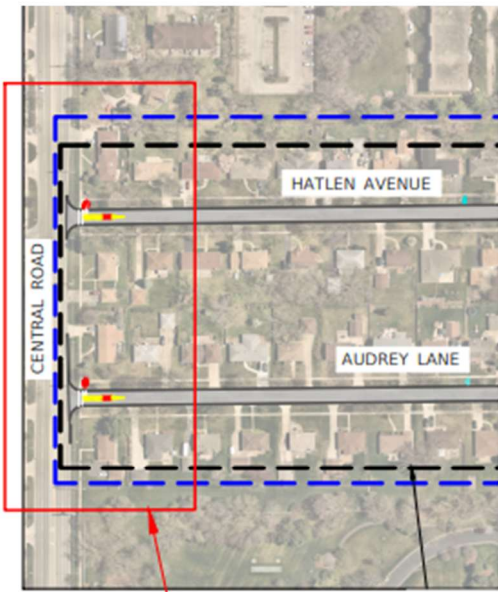
With no further business to discuss, the Transportation Safety Commission voted 6-0 to adjourn at 8:40 p.m. upon the motion of Chairman Kuehlthau NejdI. Commissioner Pellicore seconded the motion.

Respectfully submitted,



Luke Foresman, P.E.
Project Engineer

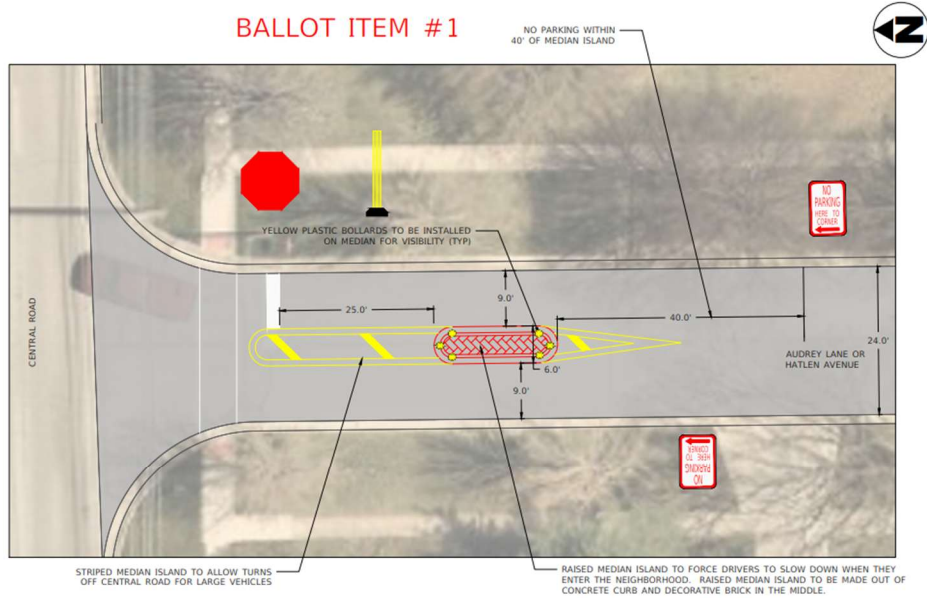
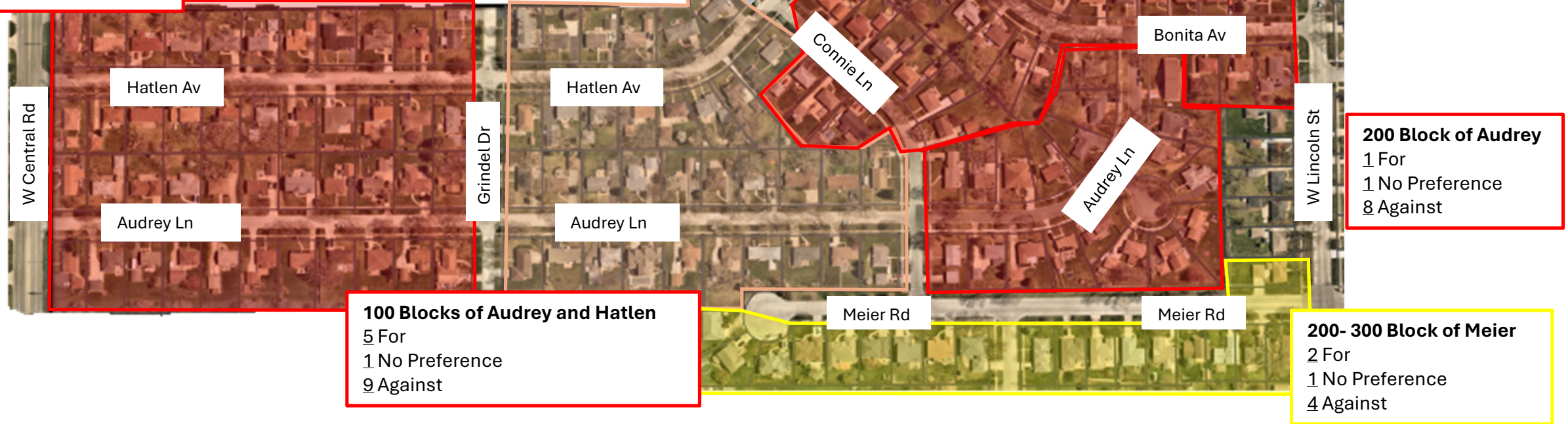
Ballot Item 1: Raised Median Entrance Islands on Audrey Lane and Hatlen Avenue



BALLOT ITEM #1

Hatlen Ave and Audrey Ln Ballot Results By Block for Item #1

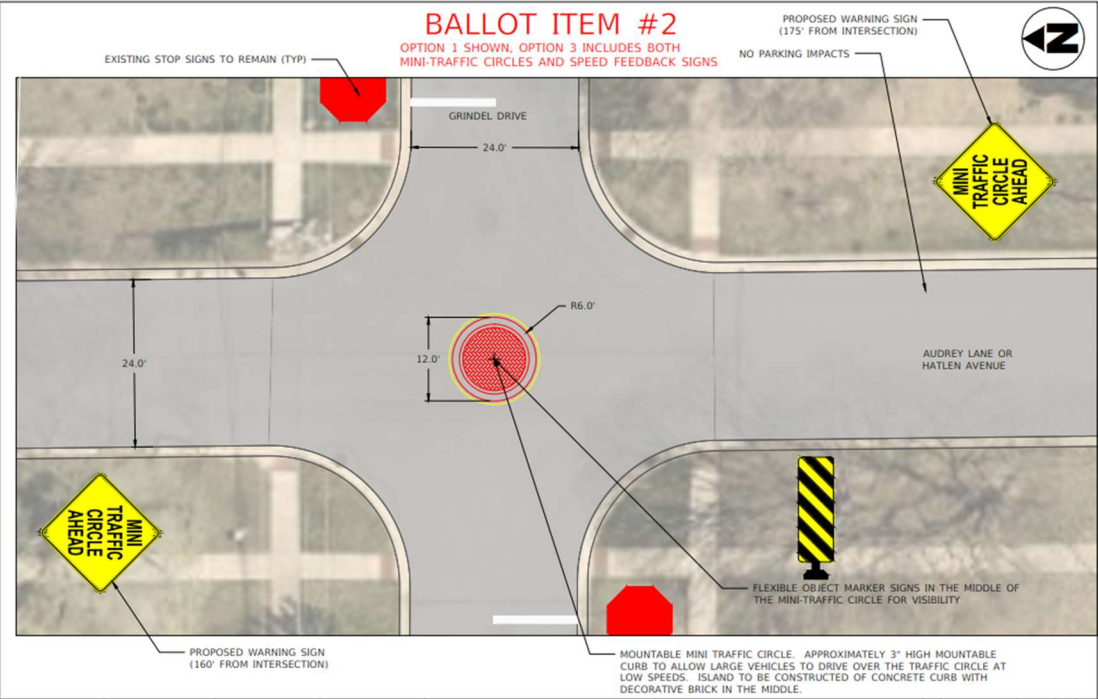
0 Blocks of Audrey and Hatlen
6 For
0 No Preference
17 Against



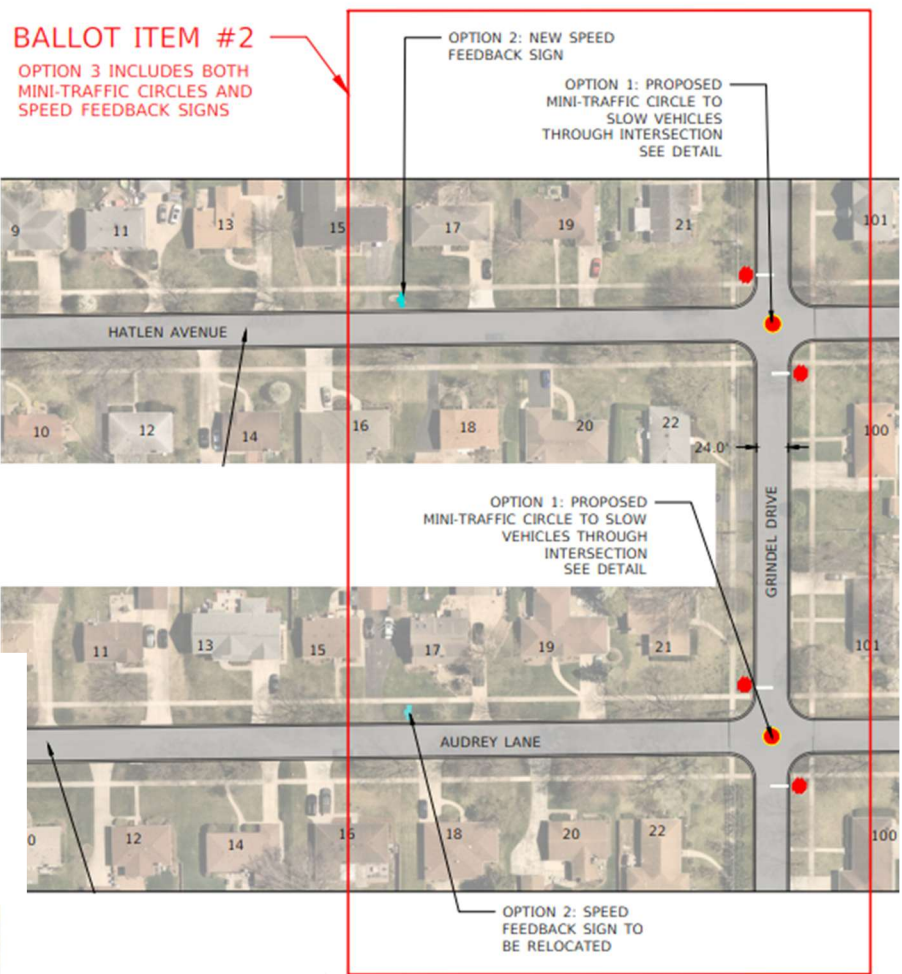
Item #1 Ballot Total:
16 For
4 Neither for or Against
46 Against

Staff Recommendation:
No changes to neighborhood entrance.

Ballot Item 2: Intersection Treatment at Audrey Lane and Hatlen Avenue with Grindel Drive



Item #2 Ballot Total:
5 For Option 1 – Mini Traffic Circles Only
21 For Option 2 – Speed Feedback Signs Only
25 For Option 3 – Mini Traffic Circles and Speed Feedback Signs
0 Neither for or Against
18 Against
Staff Recommendation: Option 3



0 Blocks of Audrey and Hatlen
3 For Option 1
6 For Option 2
6 For Option 3
0 No Preference
8 Against

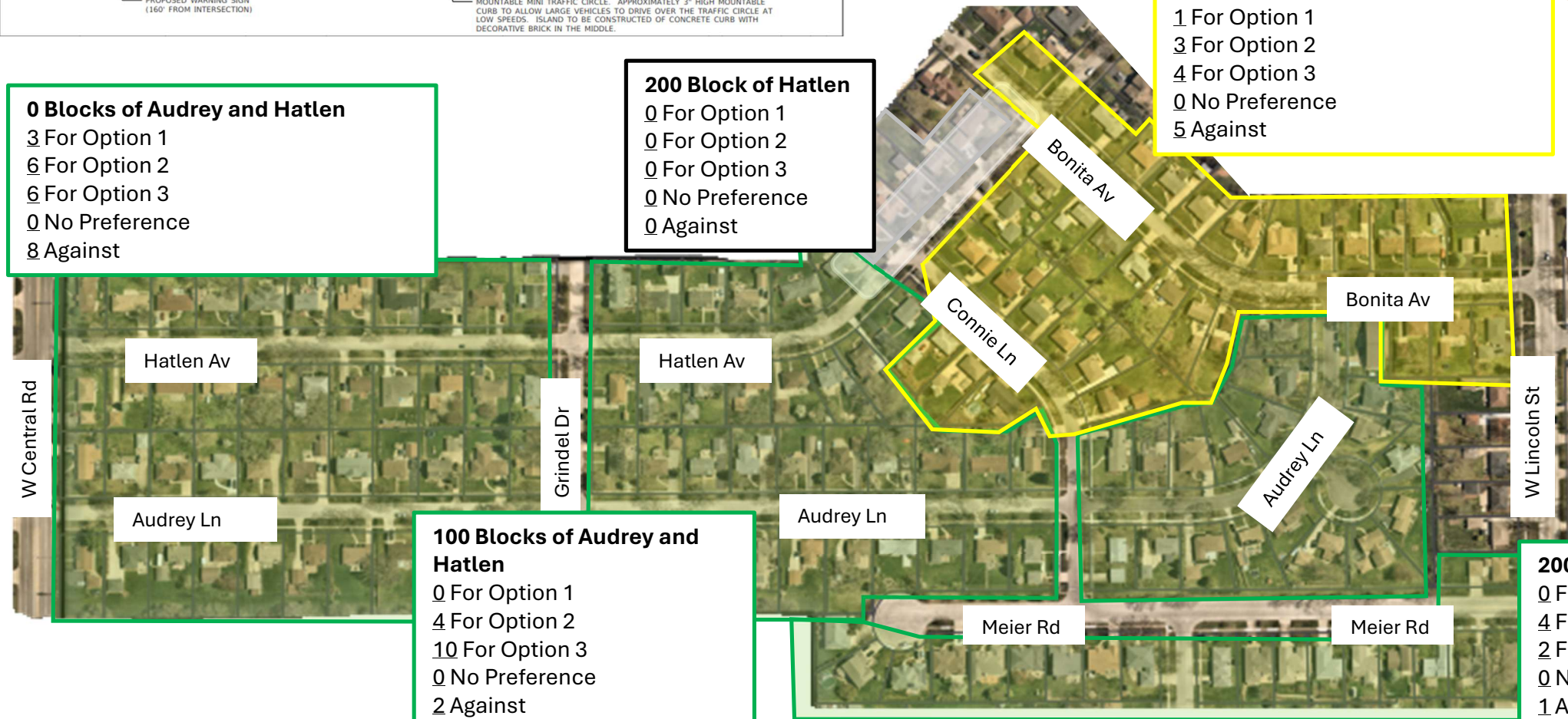
200 Block of Hatlen
0 For Option 1
0 For Option 2
0 For Option 3
0 No Preference
0 Against

1900 Blocks of Bonita and Connie
1 For Option 1
3 For Option 2
4 For Option 3
0 No Preference
5 Against

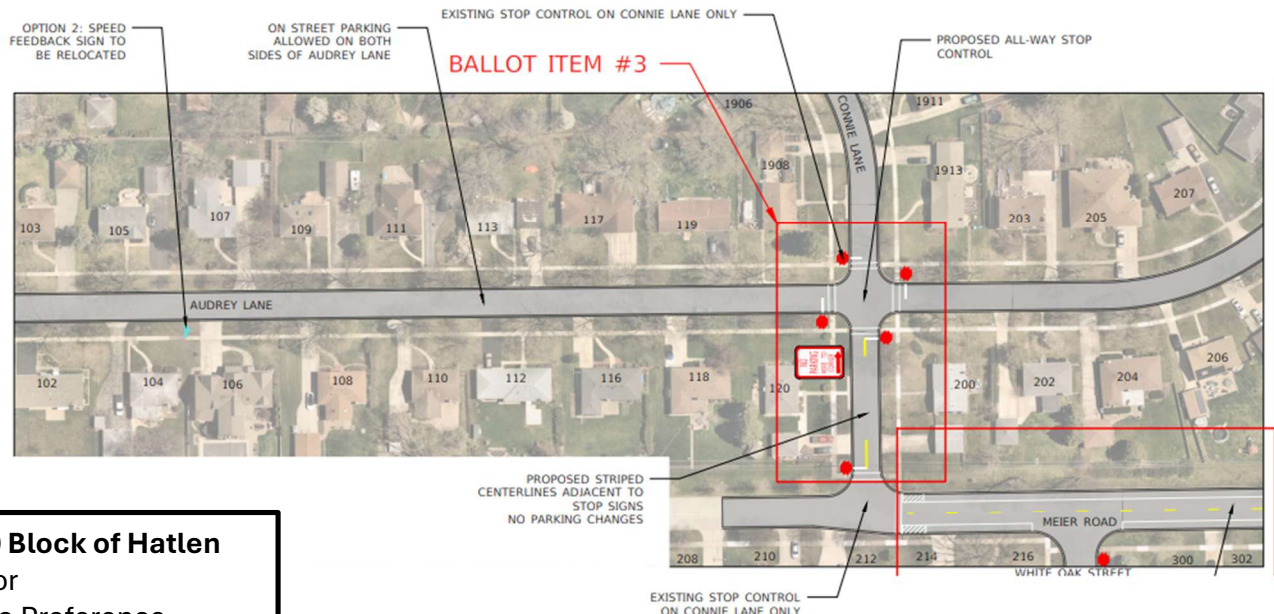
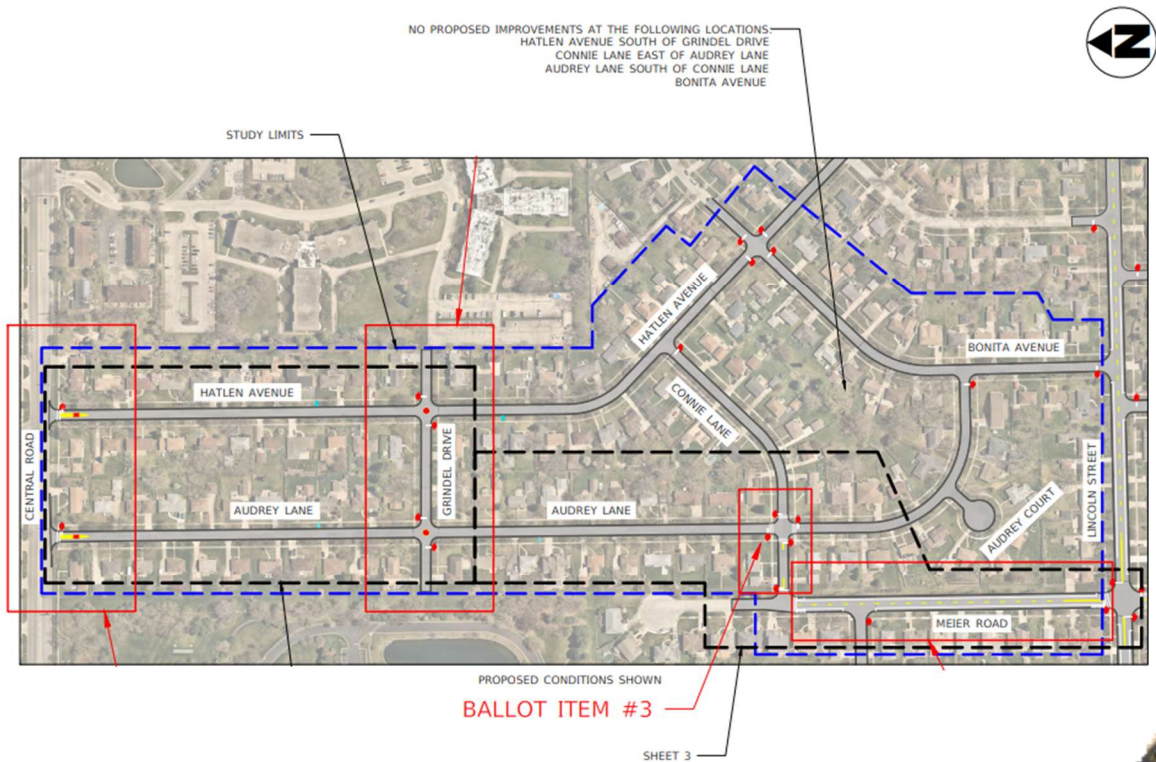
200 Block of Audrey
1 For Option 1
4 For Option 2
3 For Option 3
0 No Preference
2 Against

200-300 block of Meier
0 For Option 1
4 For Option 2
2 For Option 3
0 No Preference
1 Against

100 Blocks of Audrey and Hatlen
0 For Option 1
4 For Option 2
10 For Option 3
0 No Preference
2 Against



Ballot Item 3: All-Way Stop Control and Pavement Markings at Connie Lane and Audrey Lane



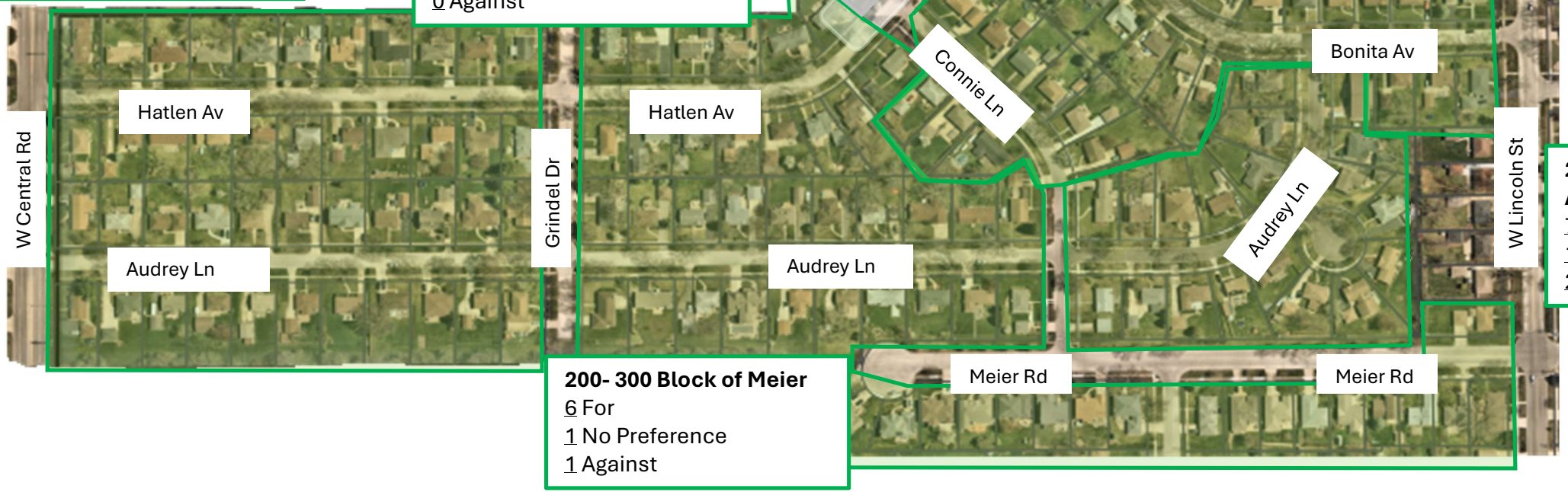
0 Blocks of Audrey and Hatlen
12 For
4 No Preference
7 Against

100 Blocks of Audrey and Hatlen
14 For
0 No Preference
0 Against

200 Block of Hatlen
0 For
0 No Preference
0 Against

1900 Blocks of Bonita and Connie
8 For
0 No Preference
4 Against

Item #3 Ballot Total:
47 For
6 Neither for or Against
14 Against

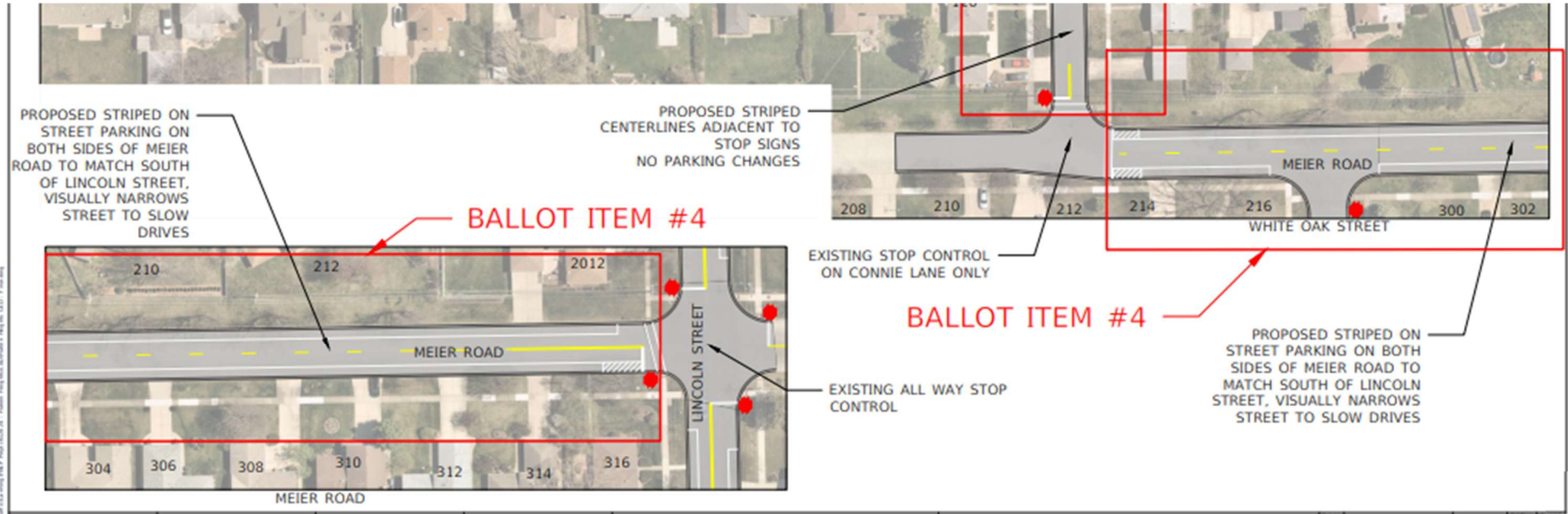


200- 300 Block of Meier
6 For
1 No Preference
1 Against

200 Block of Audrey
7 For
1 No Preference
2 Against

Staff Recommendation: All-Way Stop Control

Ballot Item 4: Pavement Markings on Meier Road between Lincoln Street and Connie Lane



200 Block of Hatlen
0 For
0 No Preference
0 Against

1900 Blocks of Bonita and Connie
6 For
1 No Preference
6 Against

0 Blocks of Audrey and Hatlen
11 For
6 No Preference
6 Against

100 Blocks of Audrey and Hatlen
9 For
5 No Preference
1 Against

200 Block of Audrey
5 For
2 No Preference
3 Against

200- 300 Block of Meier
7 For
1 No Preference
0 Against

Item #4 Ballot Total:
38 For
15 Neither for or Against
16 Against

Staff Recommendation: As Shown

Overall Summary by Ballot Item

Item #2 – Intersection Treatment at Intersections with Gindel Drive

5 For Option 1 – Mini Traffic Circles Only
21 For Option 2 – Speed Feedback Signs Only
25 For Option 3 – Mini Traffic Circles and Speed Feedback Signs
0 Neither for or Against
18 Against
Staff Recommendation: Option 3

Item #3 – All-Way Stop Signs at the Intersection of Connie Lane and Audrey Lane
47 For
6 Neither for or Against
14 Against
Staff Recommendation: As Proposed



Item #1 – Entrance Median Islands

16 For
4 Neither for or Against
46 Against
Staff Recommendation: No Changes to Neighborhood Entrance

Item #4 – Pavement Markings on Meier Road
38 For
15 Neither for or Against
16 Against
Staff Recommendation: As Proposed



Item Cover Page

Subject	Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE AMENDING CHAPTER 18, "TRAFFIC" IN THE VILLAGE CODE OF MOUNT PROSPECT. This ordinance will adopt traffic regulations required for implementing a traffic-calming project in the Hatlen Heights Subdivision.
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	N
Dollar Amount	N/A.
Budget Source	N/A.
Category	NEW BUSINESS
Type	Action Item

Information

The Transportation Safety Commission transmits their recommendation to install STOP signs associated with a traffic-calming project in the Hatlen Heights Subdivision. The recommendation affecting the Village Code includes:

- Install STOP signs on Audrey Lane in the northbound and southbound directions at its intersection with Connie Lane – Section 18.2004

Discussion

N/A

Alternatives

1. Adopt an ordinance to install STOP signs on Audrey Lane at Connie Lane as recommended by the Transportation Safety Commission.
2. Action at the direction of the Village Board.

Staff Recommendation

Staff concurs with the recommendation of the Transportation Safety Commission to install STOP signs associated with a traffic-calming project in the Hatlen Heights Subdivision.

Attachments

1. 02 - Hatlen Heights Ordinance

2. 02 - TSC Minutes
3. 02 - Hatlen Heights Traffic Calming Plan

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 18,
'TRAFFIC' OF THE VILLAGE CODE OF MOUNT PROSPECT

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

SECTION ONE: That Section 18.2004, "SCHEDULE IV – "STOP AND YIELD SIGNS," of Chapter 18, "Traffic," of the Village Code, as amended, is further amended by inserting the following:

<u>"Name of Street"</u>	Direction of Traffic Movement	At Intersection With
Audrey Ln.	North and southbound	Connie Ln."

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

AYES:

NAYS:

ABSENT:

PASSED and APPROVED this 4th day of November, 2025.

Paul Wm. Hoefert, Mayor

ATTEST:

Karen M. Agoranos, Village Clerk

MAYOR
Paul Wm. Hoefert

TRUSTEES
Vincent J. Dante
Elizabeth B. DiPrima
Terri Gens
William A. Grossi
John J. Matuszak
Colleen E. Saccotelli



VILLAGE MANAGER
Michael J. Cassady

DIRECTOR OF PUBLIC WORKS
Sean Dorsey

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

Village of Mount Prospect Public Works

1700 W. Central Road, Mount Prospect, Illinois 60056

DRAFT MINUTES OF THE MOUNT PROSPECT TRANSPORTATION SAFETY COMMISSION

CALL TO ORDER

The meeting of the Mount Prospect Transportation Safety Commission was called to order at 7:00 p.m. on Monday, September 8, 2025.

ROLL CALL

Present upon roll call:	Justin Kuehlthau	Chairman
	B-L Pellicore	Commissioner
	Tina DeAragon	Commissioner
	Todd Novak	Fire Department Representative
	Nicholas Mavraganis	Police Department Representative
	Scott Moe	Public Works Department Representative
	Luke Foresman	Project Engineer – Staff Liaison

Absent:	Christopher Prosperi	Vice Chairman
	Jeffrey Nejd	Commissioner
	Charlie Lowry	Commissioner

Others in Attendance:	George and Roula Chartouni	Resident	205 Audrey Lane
	Vito LiRosi	Resident	17 S. Audrey Lane
	Carol A. Cimo	Resident	100 Audrey Lane
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APPROVAL OF MINUTES

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CITIZENS TO BE HEARD

None.

OLD BUSINESS

None.

NEW BUSINESS

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Overview: Staff presents their recommendation for a traffic calming project in the Hatlen Heights Neighborhood, including Audrey Lane, Hatlen Avenue, Connie Lane, Bonita Avenue and Meier Road, in accordance with the Friendly Neighborhood Streets Program. The Commission will then vote on whether the project should move forward to the Village Board for approval or not.

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<https://www.mountprospect.org/departments/public-works/engineering/traffic/traffic-calming/hatlen-heights-neighborhood-traffic-calming-study>

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Revised
Design

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- Remove mid-block medians as the impact to residents was deemed too great for the traffic calming benefit they provided.
- Remove the striped parking lane on Connie Lane, replace it with centerline markings near the stop signs.
- Install all-way stop control at the intersection of Connie Lane and Audrey Lane. Traffic counts confirmed similar operating conditions on both streets, warranting all-way stop control.

The revised design is described in detail in the attached Revised Design Memo. Overall, there are four items that were included for residents to vote on:

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Staff
Recommend-
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Staff's recommendation is shown on the Final Design Plans. This includes:

- No changes at the entrances to the neighborhood off Central Road
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Options:

The Transportation Safety Commission can vote to:

- Advance the project to the Village Board in accordance with Staff's recommendation
- Advance the project to the Village Board with changes to Staff's recommendation
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- Reject the proposed changes, effectively terminating the project

Or action at the discretion of the Commission.

Discussion:

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There was general discussion from the audience and the Commission on the following topics:

- How the Village collects traffic data – pneumatic tube counters
- How decisions are being made in the program – Staff use traffic data and proven traffic calming measures to develop a traffic calming plan then present that to residents to ensure the traffic calming plan meets resident expectations, allowing for public input throughout the process
- Comments that the originally proposed median islands at the neighborhood entrances were too close to Central Road and could be a safety issue if installed
- Comments that speeding and traffic issues are only present during rush hour and therefor a large intervention is not needed
- Suggestion to add stop signs to Audrey Lane and Hatlen Avenue at Grindel Drive – Staff investigated this and found that stop signs were not warranted due to low traffic volumes on Grindel Drive compared to Audrey Lane and Hatlen Avenue. Stop signs are used to assign right-of-way at an intersection and not for speed control. When traffic volumes are drastically different and one street has very low volume, there often becomes a high rate of disobedience at an all-way stop. Motorists on the major road soon realize there is little opposing traffic and they will roll through and even not stop at the STOP sign. This can become a safety concern if a motorist on the minor street pulls out thinking the opposing vehicle is going to stop.
- Comments that traffic enforcement works

Motion: The Commission elected to do separate motions for each of the items included on the ballot. The results of the motions are described below.

Ballot Item #1: Median islands on Audrey Lane and Hatlen Avenue near Central Road.

Motion by Chairman Kuehlthau, seconded by Commissioner Pellicore: Approve Staff's recommendation to make no changes to the entrances to the neighborhood.

Motion passed by a vote of 6-0.

Ballot Item #2: Intersection treatment at the intersections of Audrey Lane and Hatlen Avenue with Grindel Drive.

Motion by Commissioner Pellicore, seconded by Representative Moe: Approve Staff's recommendation (Option 3) including mini-traffic circles and speed feedback signs at the intersections with Grindel Drive.

Motion passed by a vote of 6-0.

Ballot Item #3: All-way stop control at the intersection of Connie Lane and Audrey Lane.

Motion by Representative Moe, seconded by Commissioner DeAragon: Approve Staff's recommendation to install all-way stop control and centerline pavement markings at the intersection of Connie Lane and Audrey Lane.

Motion passed by a vote of 6-0.

Ballot Item #4: Pavement marking on Meier Road between Connie Lane and Lincoln Street.

Motion by Representative Moe, seconded by Commissioner Pellicore: Approve Staff's recommendation to add pavement markings to Meier Road north of Lincoln Street to match the pavement markings on Meier Road south of Lincoln Street.

Motion passed by a vote of 6-0.

Overall, the Commissions recommends the following:

- No changes on Audrey Lane and Hatlen Avenue at the entrances to the neighborhood off Central Road
- Install mini-traffic circles and speed feedback signs at the intersection of Audrey Lane and Gindel Drive and Hatlen Avenue and Grindel Drive
- Install all-way stop control at the intersection of Audrey Lane and Connie Lane with centerline pavement markings on approach to the intersection
- Install pavement markings on Meier Road north of Lincoln Street to match the pavement markings on Meier Road south of Lincoln Street

COMMISSION ISSUES

Liaison Foreman updated the Commission on golf cart regulations as requested by the Commission at the August meeting.

The Village has no regulations regarding golf carts. According to state law (625 ILCS 5/11-1426.1), golf carts are considered a “non-highway vehicle”. They are not allowed on any street in the state unless a municipality authorizes them. Since Mount Prospect has not authorized them, they are not allowed on any streets in the Village. Since they are not allowed in Mount Prospect, Staff does not recommend pursuing safety regulations at this time, should the Village Board desire to allow golf carts or other non-highway vehicles on Village Streets, then, at that time, safety regulations for golf carts can be evaluated, including seat belts.

Chairman Kuehlthau announced that Commissioner NejdI had resigned from the Commission.

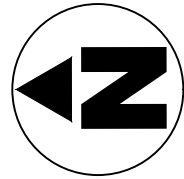
ADJOURNMENT

With no further business to discuss, the Transportation Safety Commission voted 6-0 to adjourn at 8:40 p.m. upon the motion of Chairman Kuehlthau NejdI. Commissioner Pellicore seconded the motion.

Respectfully submitted,



Luke Foresman, P.E.
Project Engineer



NO IMPROVEMENTS

NEW SPEED FEEDBACK
SIGN

PROPOSED MINI-TRAFFIC
CIRCLE TO SLOW
VEHICLES THROUGH
INTERSECTION
SEE DETAIL

NEW SPEED FEEDBACK
SIGN ON SOUTHBOUND
HATLEN AVENUE AROUND
104 HATLEN AVENUE (NOT
SHOWN)

CENTRAL ROAD

HATLEN AVENUE

NO IMPROVEMENTS

PROPOSED MINI-TRAFFIC CIRCLE
TO SLOW VEHICLES THROUGH
INTERSECTION
SEE DETAIL

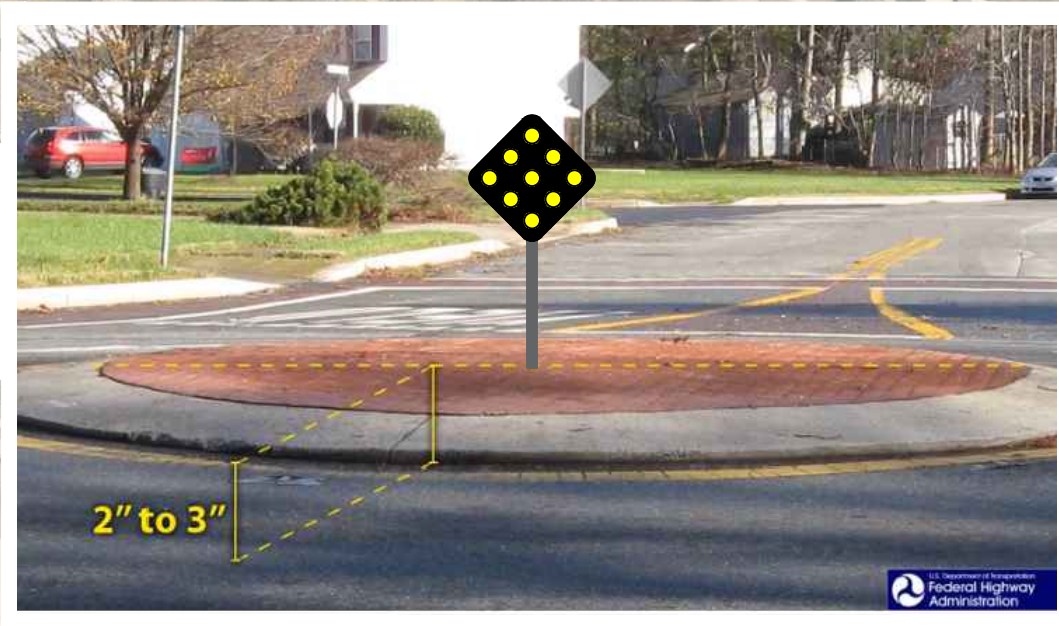
GRINDEL DRIVE

CENTRAL ROAD

AUDREY LANE

SPEED FEEDBACK
SIGN TO BE
RELOCATED

SEE PAGE TWO FOR CONTINUATION
OF AUDREY LANE



USER NAME	= LJF	DESIGNED - LJF	REVISED -
		DRAW - LJF	REVISED -
PLOT SCALE	=	CHECKED - MPL	REVISED -
PLOT DATE	= 9/16/2025	DATE - 9/16/2025	REVISED -

VILLAGE OF MOUNT PROSPECT

FRIENDLY NEIGHBORHOOD STREETS PROGRAM
HATLEN HEIGHTS - FOR VILLAGE BOARD

SCALE: 1:75 SHEET 1 OF 2 SHEETS CENTRAL RD - GRINDEL DR

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	2	1
CONTRACT NO. N/A				
ILLINOIS				

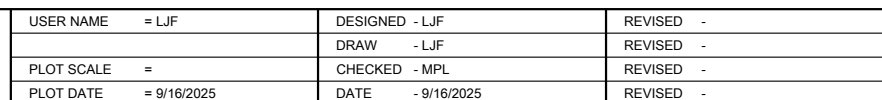
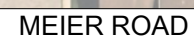


SPEED FEEDBACK
SIGN TO BE
RELOCATED



PROPOSED STRIPED ON
STREET PARKING ON
BOTH SIDES OF MEIER
ROAD TO MATCH SOUTH
OF LINCOLN STREET,
VISUALLY NARROWS
STREET TO SLOW DRIVES

SEE ABOVE RIGHT FOR
CONTINUATION OF MEIER ROAD



FRIENDLY NEIGHBORHOOD STREETS PROGRAM
HATLEN HEIGHTS - FOR VILLAGE BOARD

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	2	2
		CONTRACT NO. N/A		
	ILLINOIS			



Item Cover Page

Subject	Motion in support of the Village Response Policy to Federal Law Enforcement Immigration Operations
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	
Dollar Amount	
Budget Source	
Category	NEW BUSINESS
Type	Action Item

Information

The Village of Mount Prospect has seen and heard the concerns from our community regarding aggressive immigration operations from federal law enforcement agencies in the metropolitan area. We recognize and understand that these operations conducted by federal immigration agents within the Village have been highly unsettling and have created an atmosphere of fear for some residents in our community.

All residents should know that the safety of every member of the community, regardless of immigration status, is the Village of Mount Prospect's highest priority. The Village's Response Policy to Federal Law Enforcement Immigration Operations defines legal restrictions, outlines the support systems offered to residents by the Village, and reinforces the commitment to serve all residents with respect, dignity, and compassion. The policy was released on November 15, 2025.

Between the State law mandate to refrain from aid to immigration enforcement and the US Constitutional mandate forbidding interference with it, the Village has determined that no additional regulation is realistic and could detract from the very real support that the Village provides to all its residents during these challenging times, regardless of immigration status under federal law.

The full policy can be viewed on the Village's online [Community Information and Fact Check Portal](#) along with an FAQ and further details on the Illinois state and federal regulations.

Discussion

Alternatives

Action will be at the discretion of the Village Board.

Staff Recommendation

Action will be at the discretion of the Village Board.

Attachments

1. Policy - Village Response to Federal Law Enforcement Immigration Operations Final
2. Política de respuesta de la Villa ante las operaciones federales de inmigración
3. Northwest Municipal Conference Civil Immigration Enforcement Activities Survey

Village Response Policy to Federal Law Enforcement Immigration Operations

The Village of Mount Prospect has seen and heard the concerns from our community regarding aggressive immigration operations from federal law enforcement agencies in the metropolitan area. The concentrated enforcement action has been unprecedented in recent years and has deeply affected many community members who call Mount Prospect home. We recognize and understand that these operations conducted by federal agents within our Village have been highly unsettling and have created an atmosphere of fear in our community.

All residents should know that the safety of every member of the community, regardless of immigration status, is the Village of Mount Prospect's highest priority. The Village's Response Policy to Federal Law Enforcement Immigration Operations defines legal restrictions, outlines the support systems offered to residents by the Village, and reenforces the commitment to serve all residents with respect, dignity, and compassion.

Mount Prospect Police Department Response

The Mount Prospect Police Department (MPPD) understands residents may have questions or concerns regarding the role of local police departments in federal civil immigration enforcement actions.

First and foremost, MPPD urges community members to contact the Police Department using 911 and request an officer if they feel unsafe at any time, for any reason. The Police Department will respond as soon as possible and assess the situation with professionalism.

MPPD is also aware of community concerns around individuals identifying themselves as federal officers, particularly if they are not wearing uniforms or are not clearly identifiable. If a Mount Prospect community member has concerns about the identity of an individual claiming to be a federal immigration agent, or is worried about their safety during an interaction, please call 911 immediately and ask for an officer to be sent out to verify who the individual/s are.

Upon receiving a call, a Mount Prospect police officer will be dispatched to the location. The officer's role in this situation will be to confirm the legitimacy of the federal agent's presence. Police response is strictly to verify that the individual/s are federal agents and to ensure public safety, not to assist in the civil immigration enforcement action itself.

Based on the Illinois TRUST Act, officers are prohibited from:

- Stopping, arresting, searching, or detaining any person based solely on their immigration or citizenship status or place of birth,
- Complying with federal immigration detainers or administrative warrants,
- Providing support or assistance with an immigration agent's civil enforcement operations.

The Mount Prospect Police Department will only honor transfer requests or detain a person for federal authorities if presented with a federal criminal warrant signed by a judge. All officers are fully trained in the mandates of the TRUST Act.

In compliance with Federal Constitutional Law, Mount Prospect Police cannot:

- Prevent federal immigration enforcement officers from operating in any space that is open to the public at large. This includes streets, sidewalks, public parking lots, and the public portions of Village facilities (e.g. lobbies, public bathrooms, etc.)
- Interfere with federal law enforcement officers' investigations,
- Enforce any type of federal uniform adjustment (like removal of face masks).

Non-public spaces will continue to be secured and not accessible by federal agents without a valid search warrant.

Note that calls for service to the Mount Prospect Police are reviewed by the Human Services Department's two police social workers, who will follow up if there is a social service need. These two departments work closely to ensure safety and that basic needs are being met for all residents of Mount Prospect.

Human Services Department Response

The Village of Mount Prospect's Human Services Department serves to improve the health and wellbeing of the community. Their social services, emergency assistance, and support are available to any resident of Mount Prospect.

The Village understands that some community members may feel unsafe leaving their homes or have barriers accessing services – please be aware that Human Services welcomes phone calls from community members in need. Call 847-870-5680 to be connected with a Village social worker.

To support Mount Prospect residents through these difficult times, Human Services offers the following:

- The department has seven social workers trained in assessing the needs of individuals and connecting them with programs and resources. Social workers are also available to discuss concerns and provide emotional support to residents and their children. Human Services is offering phone appointments or home visits by a social worker for residents who are unable to access services in person.
- The department operates a donation-based food pantry that is accessible monthly. Human Services can coordinate drop-offs for residents who are unable to visit the pantry. To make donations, please visit www.mountprospect.org/foodpantry.
- The department facilitates a monthly legal aid clinic (through partnership with the North Suburban Legal Aid Clinic) where residents can consult on issues related to immigration and receive assistance with completing forms for short-term guardianship for their children.

This policy outlines the Village's response to the federal immigration enforcement actions that may occur in the Village of Mount Prospect. Although Village administration will continue to monitor the situation, the Village does not intend to take any additional legislative action at this time. Between the State law mandate to refrain from aid to immigration enforcement and the US Constitutional mandate forbidding interference with it, the Village has determined that no additional regulation is realistic and could detract from the very real support that the Village provides to all its residents during these challenging times, regardless of immigration status under federal law.

Frequently Asked Questions and further details on the Illinois state regulations are posted on the Village's online [Community Information and Fact Check Portal](#).

Política de respuesta de la Villa ante las operaciones federales de inmigración
La Villa de Mount Prospect ha escuchado y comprendido las inquietudes de nuestra comunidad con respecto a las operaciones agresivas de inmigración llevadas a cabo por las agencias federales en el área metropolitana. Esta intensa actividad de la ejecución de operativos migratorios no tiene precedentes en los últimos años y ha afectado profundamente a muchos residentes de Mount Prospect. Reconocemos y entendemos que estas operaciones realizadas por agentes federales dentro de nuestra Villa han sido sumamente perturbadoras y han creado un clima de temor en nuestra comunidad.

Todos los residentes deben saber que la seguridad de cada miembro de la comunidad, independientemente de su estatus migratorio, es la máxima prioridad de la Villa de Mount Prospect. La Política de Respuesta de la Villa ante las Operaciones Federales de Inmigración define las restricciones legales, describe los sistemas de apoyo que la Villa ofrece a los residentes y reafirma el compromiso de servir a todos los residentes con respeto, dignidad y compasión.

Respuesta del Departamento de Policía de Mount Prospect

El Departamento de Policía de Mount Prospect (MPPD) entiende que los residentes pueden tener preguntas o inquietudes sobre el oficio de los departamentos de policía locales en las acciones federales sobre operativos migratorios.

Ante todo, el Departamento de Policía de Mount Prospect (MPPD) insiste a los miembros de la comunidad a comunicarse con el Departamento de Policía llamando al 911 y solicitar la presencia de un oficial de policía si se sienten inseguros en cualquier momento y por cualquier motivo. El Departamento de Policía responderá lo antes posible y evaluará la situación con profesionalismo.

El Departamento de Policía de Mount Prospect (MPPD) también está al tanto de la preocupación de la comunidad respecto a personas que se identifican como agentes federales, especialmente si no llevan uniforme o no son fácilmente identificables. Si algún residente de Mount Prospect tiene dudas sobre la identidad de una persona que afirma ser agente federal de inmigración, o si teme por su seguridad durante una interacción, llame al 911 de inmediato y solicite un oficial de policía para verificar la identidad de dicha persona.

Al recibir la llamada, un oficial de policía de Mount Prospect se dirigirá al lugar. Su función será confirmar la legitimidad de la presencia del agente federal. La intervención policial se limita a verificar que se trate de agentes federales y a garantizar la seguridad pública, no a colaborar en el procedimiento de control migratorio.

Con base en la Ley TRUST de Illinois, los oficiales de policía tienen prohibido:

Detener, arrestar, registrar o retener a cualquier persona basándose únicamente en su estatus migratorio o de ciudadanía o en su lugar de nacimiento,

Cumplir con las órdenes de detención o administrativas de inmigración federales, Brindar apoyo o asistencia en las operaciones de ejecución civil de un agente de inmigración.

El Departamento de Policía de Mount Prospect solo tramitará solicitudes de traslado o detendrá a una persona para las autoridades federales si presentan una orden judicial federal firmada por un juez. Todos los oficiales de policía están debidamente capacitados en las disposiciones de la Ley TRUST.

En cumplimiento de la Ley Constitucional Federal, la Policía de Mount Prospect no puede:

Impedir que los agentes federales de control migratorio operen en cualquier espacio abierto al público en general. Esto incluye calles, aceras, estacionamientos públicos y las áreas públicas de las instalaciones municipales (por ejemplo, vestíbulos, baños públicos, etc.).

Interferir con las investigaciones de los agentes federales,

Aplicar cualquier tipo de ajuste sobre el uniforme federal (como la eliminación de las mascarillas).

Los espacios no públicos seguirán estando asegurados y no serán accesibles para los agentes federales sin una orden de registro válida.

Tenga en cuenta que las llamadas de servicio a la Policía de Mount Prospect son revisadas por dos trabajadoras sociales del Departamento de Servicios Humanos, quienes darán seguimiento si existe alguna necesidad de asistencia social. Estos dos departamentos colaboran estrechamente para garantizar la seguridad y que se satisfagan las necesidades básicas de todos los residentes de Mount Prospect.

Respuesta del Departamento de Servicios Humanos

El Departamento de Servicios Humanos de la Villa de Mount Prospect trabaja para mejorar la salud y el bienestar de la comunidad. Sus servicios sociales, asistencia de emergencia y apoyo están disponibles para cualquier residente de Mount Prospect.

La Villa comprende que algunos miembros de la comunidad pueden sentirse inseguros al salir de sus casas o tener dificultades para acceder a los servicios. Por favor, tenga en cuenta que el Departamento de Servicios Humanos recibe con agrado las llamadas de los miembros de la comunidad que lo necesiten. Llame al 847-870-5680 para comunicarse con una trabajadora social de la Villa.

Para apoyar a los residentes de Mount Prospect durante estos tiempos difíciles, el Departamento de Servicios Humanos ofrece lo siguiente:

El departamento cuenta con siete trabajadoras sociales capacitados para evaluar las necesidades de las personas y conectarlas con programas y recursos. Las trabajadoras sociales también están disponibles para conversar sobre inquietudes y brindar apoyo emocional a los residentes y sus hijos. El Departamento de Servicios Humanos ofrece

citas telefónicas o visitas domiciliarias de una trabajadora social para los residentes que no pueden acceder a los servicios en persona.

El departamento opera una despensa de comida que funciona mediante donaciones y es accesible mensualmente. El Departamento de Servicios Humanos puede coordinar la entrega de comida para los residentes que no puedan acudir a la despensa de comida. Para hacer donaciones, visite www.mountprospect.org/foodpantry.

El departamento facilita una clínica de asistencia legal mensual (a través de una colaboración con North Suburban Legal Aid Clinic) donde los residentes pueden consultar sobre temas relacionados con inmigración y recibir ayuda para completar el formulario de Nombramiento de Tutor de Corto Plazo para sus hijos.

Esta política describe la respuesta de la Villa a las acciones federales de operativos migratorios que puedan ocurrir en la Villa de Mount Prospect. Aunque la administración de la Villa continuará monitoreando la situación, la Villa no tiene la intención de tomar ninguna medida legislativa adicional en este momento. Entre la ley estatal que exige abstenerse de colaborar con operativos migratorios y la Constitución de los Estados Unidos que prohíbe interferir con este, la Villa ha determinado que ninguna regulación adicional es realista y podría menoscabar el apoyo fundamental que la Villa brinda a todos sus residentes durante estos tiempos difíciles, independientemente de su estatus migratorio según la ley federal.

	1. Has your community considered action relative to civil immigration enforcement activities?	2. If so, what format did the action take (ordinance, resolution, proclamation, policy, etc.)?	3. What was the outcome of the action? (Adopted/Not Adopted)	4. If not, do you anticipate possible future action or discussion on this topic?	5. Please attach any ordinance/resolution/proclamation/policy language utilized by your community.
Arlington Heights	Yes.	Considering internal policy for staff and Village-wide ordinance.	An interim, internal policy for Village staff was adopted, which is very similar to the TRUST Act for law enforcement. Village-wide ordinance not adopted yet.	Yes.	
Bartlett	No.	N/A.	N/A.	I do not anticipate any action at the present time.	We did put a statement on our Village website about our police department adhering to the state law regarding immigration enforcement assistance.
Highland Park	Yes.	Administrative Order for all employees by the City Manager. Public statements made by the Mayor providing information and resources from governments such as the AG's office and community organizations such as the North Suburban Legal Aid Clinic.	AO was approved at the direction of the City Manager. All information is on the City's web site at www.cityhpil.com .	No formal action by the Council, although we'll continue to provide public information and update our web site as necessary.	See attached.
Kenilworth	No.			No	
Lake Bluff	Yes.	Ordinance being drafted for Village Board.	Not formally brought to Village Board yet - anticipated to be on 11/24 agenda.		Still being drafted.

	1. Has your community considered action relative to civil immigration enforcement activities?	2. If so, what format did the action take (ordinance, resolution, proclamation, policy, etc.)?	3. What was the outcome of the action? (Adopted/Not Adopted)	4. If not, do you anticipate possible future action or discussion on this topic?	5. Please attach any ordinance/resolution/proclamation/policy language utilized by your community.
Lincolnwood	No.			Lincolnwood continues to receive public comment on the matter; however, it is unclear whether the Village Board will consider formal action.	
Mount Prospect	Yes.	No action. Published response policy to calls regarding Ice/Customs operations.	N/A.	No.	
Niles PD	No, we do not have the authority to enforce Federal Civil Immigration laws unless specifically authorized.	N/A.	N/A.	N/A.	The Niles Police Department follows state and federal law by not participating in Immigration enforcement, except when it involves a criminal matter or a valid court order.
Northfield	No.	N/A.	N/A.	It is not currently anticipated.	
Prospect Heights	No.			Our Council has been approached by a local activist group to pass a resolution. Staff has recommended the city does not take a side as these resolutions only provide a false sense of security to the community. Municipalities have no way to stop Federal Agents from entering into and performing lawful police actions within their jurisdictions.	

	1. Has your community considered action relative to civil immigration enforcement activities?	2. If so, what format did the action take (ordinance, resolution, proclamation, policy, etc.)?	3. What was the outcome of the action? (Adopted/Not Adopted)	4. If not, do you anticipate possible future action or discussion on this topic?	5. Please attach any ordinance/resolution/proclamation/policy language utilized by your community.
Schaumburg	No.	N/A.	N/A.	No.	
Skokie	Yes.	Ordinance.	Adopted.		
Wheeling	Yes.	Resolution.	Adopted.		
Wilmette	Yes.	Ordinance.	Adopted.		.



Item Cover Page

Subject	Motion to approve waiving the competitive bidding requirements and purchase a Freightliner M2 Ambulance with Power Cot and Power Load at a total not to exceed \$504,283.
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	
Budget Source	Vehicle Replacement Fund
Category	VILLAGE MANAGER'S REPORT
Type	Action Item

Information

The Fire Department is requesting Village Board approval to proceed with the replacement of Ambulance 524, a 2018 Freightliner M2. This replacement follows the department's standard replacement schedule reflecting a 10 to 12-year life cycle for front-line ambulances. Current production time for new ambulances is approximately two and a half to three years. Approval is being requested now to ensure the new unit will arrive in 2028, aligning with the anticipated replacement schedule for Ambulance 524.

The proposed replacement is a Type I medium-duty Freightliner M2 chassis, which has proven to be a durable and efficient platform for the department. This model features heavy-duty air brakes, increased payload capacity, a higher alternator output, and an engine layout that reduces labor hours for maintenance and repairs. These advantages contribute to greater reliability, less downtime, and a lower cost per hour to operate. The new ambulance will also include a power-lift assist stretcher system designed to minimize lifting-related injuries to personnel.

As part of this purchase, the Fire Department is also requesting approval to purchase a new Power-LOAD system and Power-PRO cot, both with full manufacturer warranties. The cost of these components is consistent with current-year pricing, and staff believes it is financially prudent to include them in this order. It is anticipated that the prices of these systems will increase substantially over the next three years and including these items now allows the Village to lock in favorable pricing and ensures compatibility between the cot system and the new ambulance upon delivery.

This style of ambulance has been highly effective for both operational and maintenance purposes as Public Works is very familiar with the Freightliner platform. Once received, this new ambulance will bring the department's total to six Freightliner M2 units, consisting of four frontline units and two reserve units.

When the new ambulance arrives, Ambulance 524 will transition into reserve status, and staff will evaluate if **the current reserve Freightliner M2 can become a second reserve unit**. Maintaining a second reserve ambulance provides additional resiliency given the extended lead times for new vehicle production and ensures operational continuity in the event of prolonged maintenance or unforeseen vehicle issues.

Public Works has evaluated Ambulance 524 using a point-based criterion that rates the following four major factors: age, mileage, repair and maintenance (R&M) costs, and condition of the body/mechanical components. A point total equaling or exceeding eleven out of sixteen indicates that the vehicle should be replaced. Public Works anticipates 524 will be in fair condition and replacement will be warranted by 2028. Their preliminary evaluation is attached for review. Both the Fire Department and Public Works have found the Freightliner M2 style of ambulance to be reliable, cost-effective, and easily serviceable.

The Fire Department recommends proceeding with the purchase of a new Freightliner M2 Type I ambulance to replace Ambulance 524, with delivery expected in 2028. This purchase, including the Power-LOAD and Power-PRO cot systems, ensures continued reliability of our emergency medical services, maintains fleet consistency, and takes advantage of current favorable pricing before anticipated cost increases in the coming years.

As a member of the Northwest Municipal Conference (NWMC), the Village is eligible to participate in the Suburban Purchasing Cooperative (SPC) 2025 Joint Purchasing Contract #214 for Freightliner M2 ambulances. SPC awarded a competitively bid, joint purchase contract to Foster Coach Sales, Inc of Sterling, IL for the supply of Freightliner M2 ambulances with Stryker Power Load Systems. The joint bid satisfies Village public bidding requirements.

Discussion

Alternatives

1. Accept the proposal for the Freightliner M2 ambulance with Power Cot and Power Load from Foster Coach Sales Inc., along with their warranties at a total not to exceed \$504,283.
2. Action at the discretion of the board.

Staff Recommendation

Staff recommends the Village Board approve the purchase of the 2028 Freightliner M2 Ambulance with the Power Cot and Power Load, along with their warranties at a total not to exceed \$504,283.

Attachments

1. 524-2025 Vehicle_Equipment Condition Evaluation Form
2. Mt Prospect Quote 11-4-25

Village of Mount Prospect
Vehicle/Equipment Condition Evaluation Form

Unit # 524 Assigned Dept./Div. MPFD

Year: 2018 Make: Freightliner/ Horton Model: M2/ Ambulance Mileage: Estimated at 2028 125,000Miles

Hours: _____ Date of Evaluation: 11-1-2025 Performed By: Kevin DeLuca

System	Diagnosis	Estimated Repair Cost
Engine	Fair	4,000
Transmission	Fair	5,000
Differential	Good	
Exhaust System	Poor	1,000
Cooling System	Fair	
Brakes	Fair	2,500
Tires	Fair	
Steering	Fair	
Suspension	Fair	3,000
HVAC	Good	
Electrical	Good	
Body/Frame	Fair Corrosion	
Interior	Fair	
Other- describe	Power load cot	
Total Estimated Repair Cost		\$15,500

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

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

Unit # 524 Assigned Dept./Div. MPFD

Year: 2018 Make: Freightliner / Horton Model: M2/Ambulance Mileage: Estimated 125,000 in 2028

Date of Evaluation: 11-1-2025 Performed By: K DeLuca

Ratings:

Unit age: 10 Base Policy Age: 10 Points: 2

Mileage/Hrs: 125,000/9,500 Base Policy Mileage/Hrs: 75,000/8,000 Points: 4

Maintenance Cost:

Repair and Maintenance Cost: \$ 81,368 ÷ Purchase Price: \$ 303,035

Repair and Maintenance Percentage of Purchase Price: 26 % Points: 4

Condition Evaluation: (attach Vehicle Condition Evaluation Form)

Estimated Repair Cost: \$ 15,500 ÷ Current Book Value: \$ 15,000

Repair Cost Percentage of Current Book Value: 103 % Points: 4

Total Ownership Cost Per Mile:

(Lifetime Fuel + R&M + Purchase Price) \$ 419,985

Less Salvage Value \$ 15,000

Net Lifetime Costs \$ 404,985.00

Divided by Mileage/Hours 125000/9500

Operating Cost Per Mile/Hour \$ 3.23mi/42.63hr

Total Points: 14

Comments and other considerations:

Mileage and hour estimates are based on the last year of service as a reserve ambulance. Estimates were considered due to pre-order of 3 year build time.

Superintendent's recommendation:

~~This equipment has exceeded its life expectancy replacement is recommended~~

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

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

PF01301**QUOTATION**

TO: MT PROSPECT FIRE DEPARTMENT
112 EAST NORTHWEST HWY
MOUNT PROSPECT, IL 60056

DATE: 11/04/25

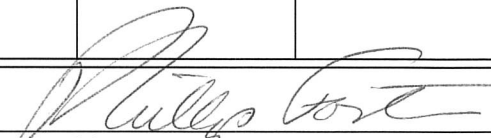
ATTN: BRAD BOCOX

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2027+ FREIGHTLINER M2 CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS	\$ 413,389.00	\$ 413,389.00
	OPTIONS		
	STRYKER POWER PRO 2 COT WITH STANDARD WARRANTY	\$ 40,196.00	\$ 40,196.00
	STRYKER POWER LOAD WITH STANDARD WARRANTY	\$ 34,939.00	\$ 34,939.00
	EXTENDED POWER LOAD WARRANTY	\$ 10,573.00	\$ 10,573.00
	EXTENDED POWER PRO2 WARRANTY	\$ 5,186.00	\$ 5,186.00
		\$ Total	\$ 504,283.00
	ACCEPTED BY: _____		
	TITLE: _____ Date: _____		

ESTIMATED DELIVERY:
2.5-3+ YEARS DEPENDING ON CHASSIS/BACKLOG

PROPOSED BY: 

P.J. FOSTER, VICE PRESIDENT OF SALES



Item Cover Page

Subject	Motion to accept bid for the 2025 New Sidewalk Program for an amount not to exceed \$163,570.
Meeting	December 2, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD
Fiscal Impact (Y/N)	Y
Dollar Amount	\$163,570
Budget Source	General Fund
Category	VILLAGE MANAGER'S REPORT
Type	Action Item

Information

This year's New Sidewalk Program includes the installation of approximately 1,000 feet of new sidewalk on the north side of Oakton Street from Lexington Drive to 2400 Oakton Street. Completion of the sidewalk section will fill in one of two gaps needed to provide a continuous pedestrian route on the north side of Oakton Street from Elmhurst Road to the Village's western limits by the I-90 overpass. Sidewalk to fill in the second gap is anticipated to be designed and constructed in late 2026.

A Notice to Bidders was posted on the EUNA OpenBids (formerly Demandstar) website and Village staff notified local sidewalk contractors.

The bid opening for the 2025 New Sidewalk Program was held on November 19, 2025, at 1:00 p.m. Ten contractors submitted bids for this project. The bids ranged from a low of \$148,700.00 by Schroeder & Schroeder, Inc. to a high of \$212,312.10 by Alliance Contractors, Inc. Below is a summary of the bids:

Bidders	Total Bid
Schroeder & Schroeder, Inc.	\$148,700.00
Triggi Construction, Inc.	\$162,165.00
Martam Construction, Inc.	\$171,968.00
D'Land Construction, LLC	\$173,173.73
Davis Concrete Construction Company	\$174,631.00
Globe Construction, Inc.	\$174,902.75
A Lamp Concrete Contractors, Inc.	\$175,261.50
Coperhaver Construction, Inc.	\$185,015.00

Landmark Contractors, Inc.	\$196,674.60
Alliance Contractors, Inc.	\$212,312.10
Engineer's Estimate	\$170,373.50

Ten bidders submitted bid bonds in the amount of 10% of the total bid as required in the bid proposal packet. All bids were checked for their accuracy, and no errors were found. All bidders correctly signed their bids and bid bonds.

Discussion

The low bidder, Schroeder & Schroeder, Inc., is qualified to complete the work involved with this project and meets the requirements of the contract documents. They are prequalified to perform concrete work and have been vetted by the Illinois Department of Transportation (IDOT). Schroeder & Schroeder, Inc. has worked on previous sidewalk projects for the Village between the years 2015 and 2025, including the New Sidewalk, CDBG Sidewalk, and Shared Cost Sidewalk Programs. Their work has always been satisfactorily completed.

Oakton Street is under the jurisdiction of IDOT. Staff had hoped to complete the project this year but delays in obtaining an IDOT permit prevented such a timetable. It is anticipated that construction will begin in April 2026 and take approximately one month to complete.

Staff recommend including a 10% contingency in the project award to allow for quantity variances and unanticipated construction conflicts. This would result in a total recommended award of \$163,570. (\$148,700.00 + \$14,870.00).

Alternatives

1. Accept lowest cost, responsive bid for construction of the 2025 New Sidewalk Program.
2. Action at the discretion of the Village Board.

Staff Recommendation

Staff recommends the lowest cost, responsive bidder, Schroeder & Schroeder, Inc. of Skokie, Illinois, be awarded the contract for the 2025 New Sidewalk Program in the amount not to exceed \$163,570.

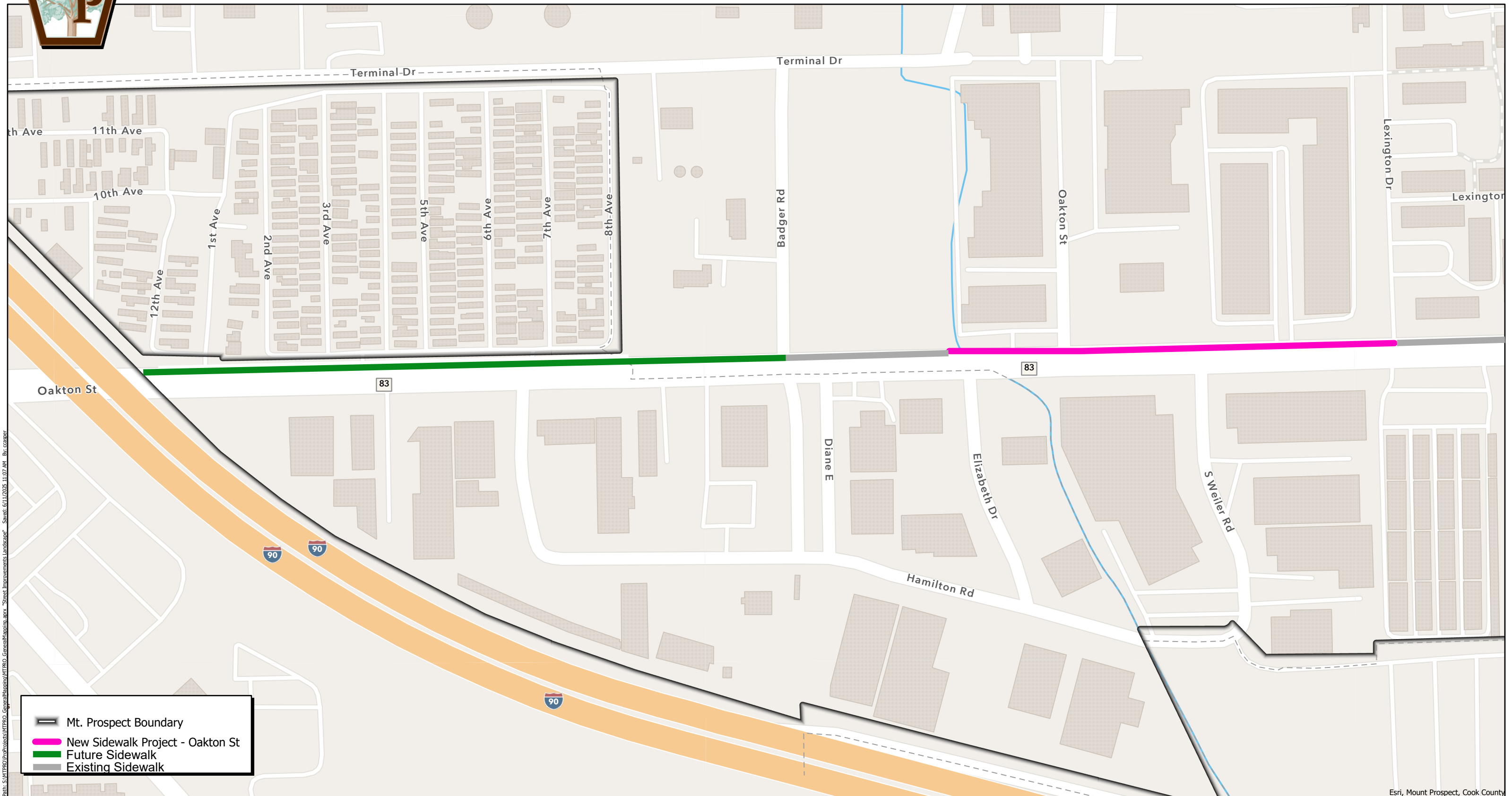
Attachments

1. Location Map
2. Oakton St Sidewalk Plans
3. Bid Tab
4. Schroeder & Schroeder Bid



New Sidewalk Program

Oakton St



Esri, Mount Prospect, Cook County

June 6, 2025

Village of Mount Prospect, IL
Capital Improvement Projects 2025

VILLAGE OF MOUNT PROSPECT OAKTON STREET SIDEWALK PROJECT

INDEX OF SHEETS

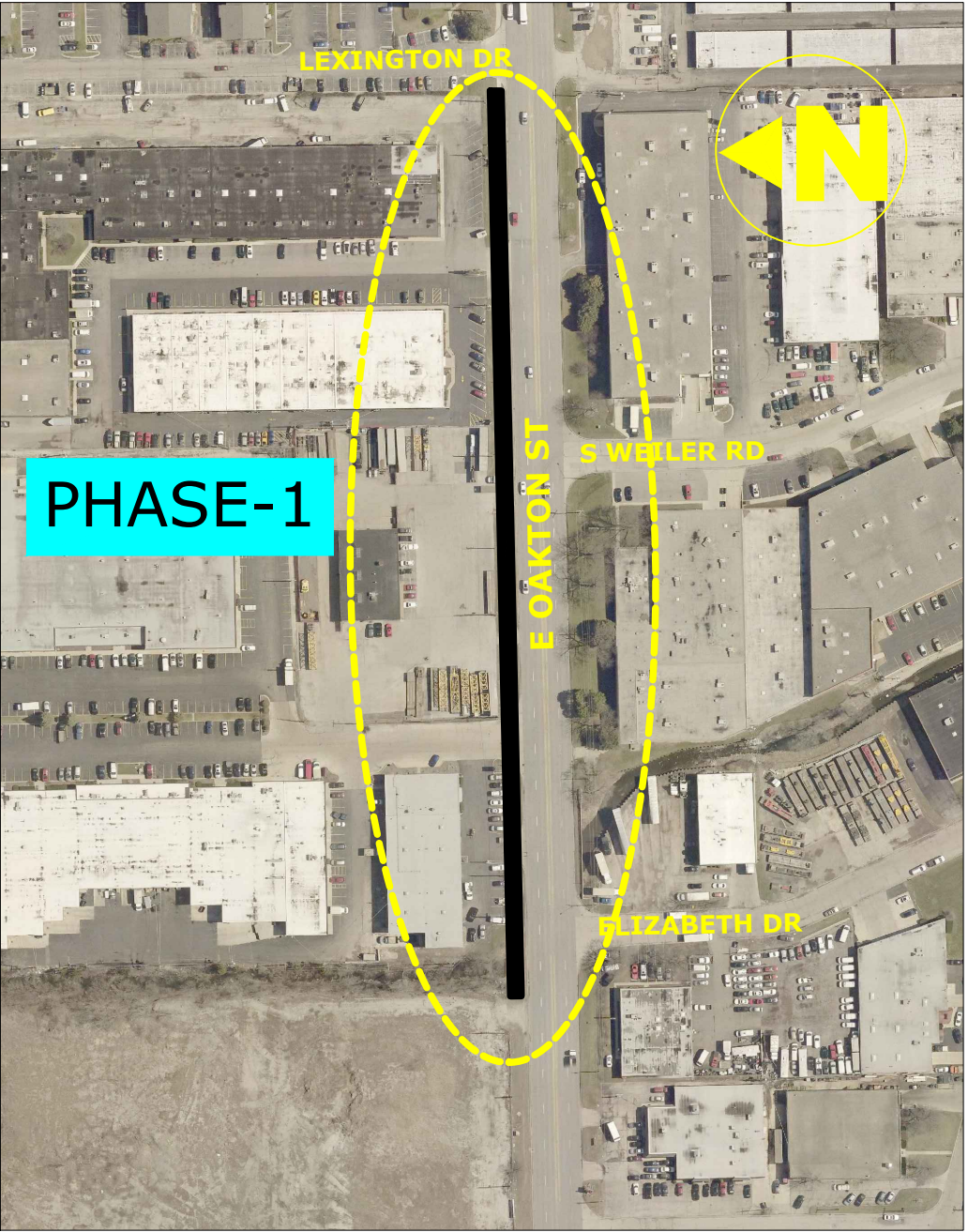
PHASE-1

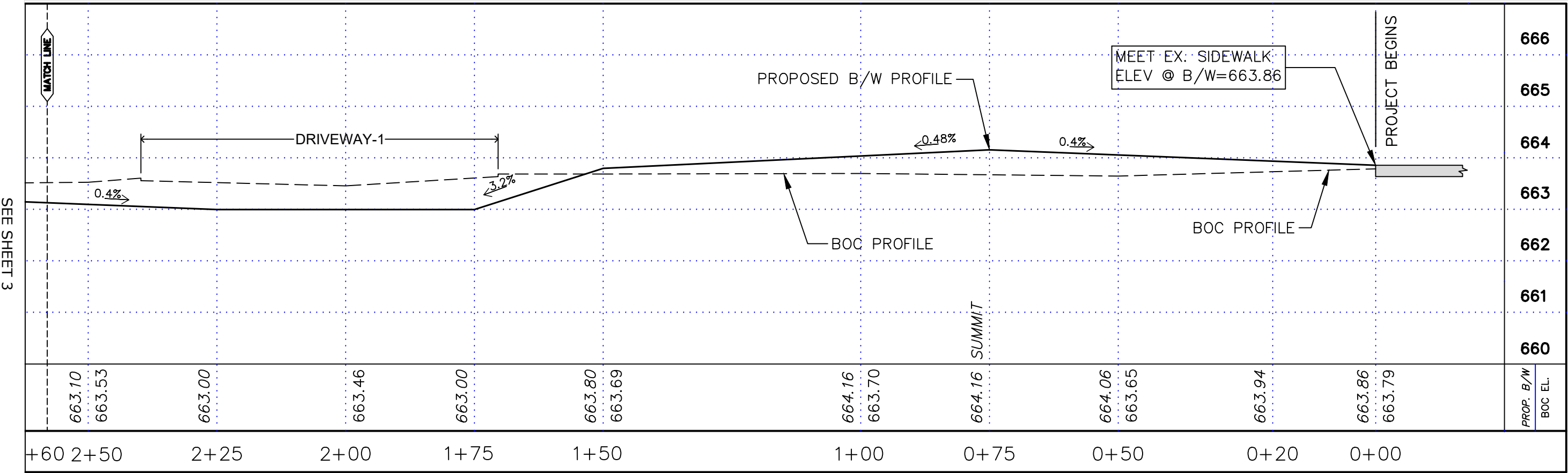
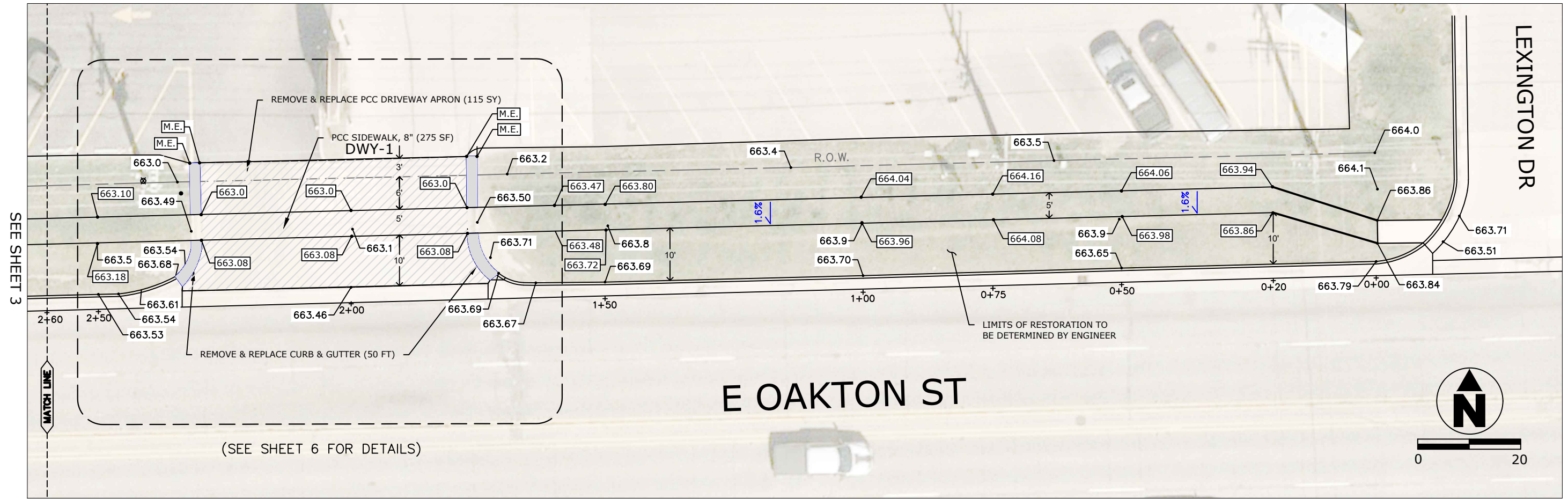
- 1 TITLE SHEET
- 2 PLAN & PROFILE - STA 0+00 TO STA 2+60
- 3 PLAN & PROFILE - STA 2+60 TO STA 5+30
- 4 PLAN & PROFILE - STA 5+30 TO STA 7+90
- 5 PLAN & PROFILE - STA 7+90 TO STA 10+00
- 6 DRIVEWAY-1 DETAIL
- 7 DRIVEWAY-2 & DRIVEWAY-3 DETAILS
- 8 DRIVEWAY-4 DETAIL
- 9 DRIVEWAY-5 DETAIL
- 10 CROSS-SECTIONS - STA 0+00 TO STA 5+00
- 11 CROSS-SECTIONS - STA 5+50 TO STA 10+00
- 12 VILLAGE DETAILS
- 13 VILLAGE DETAILS

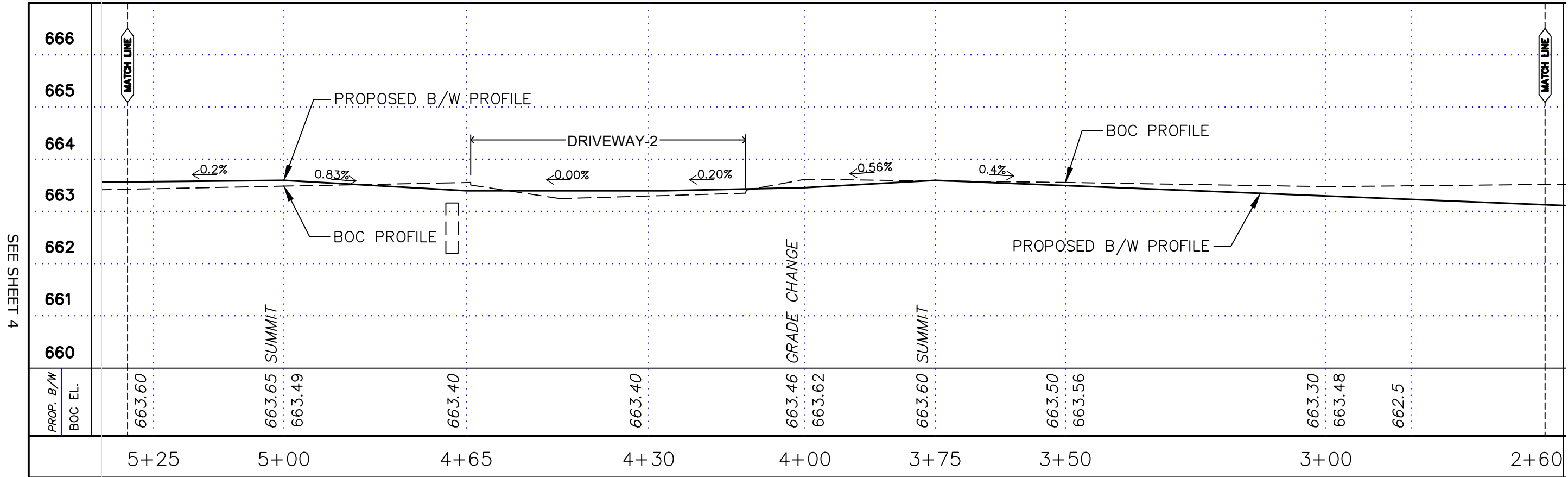
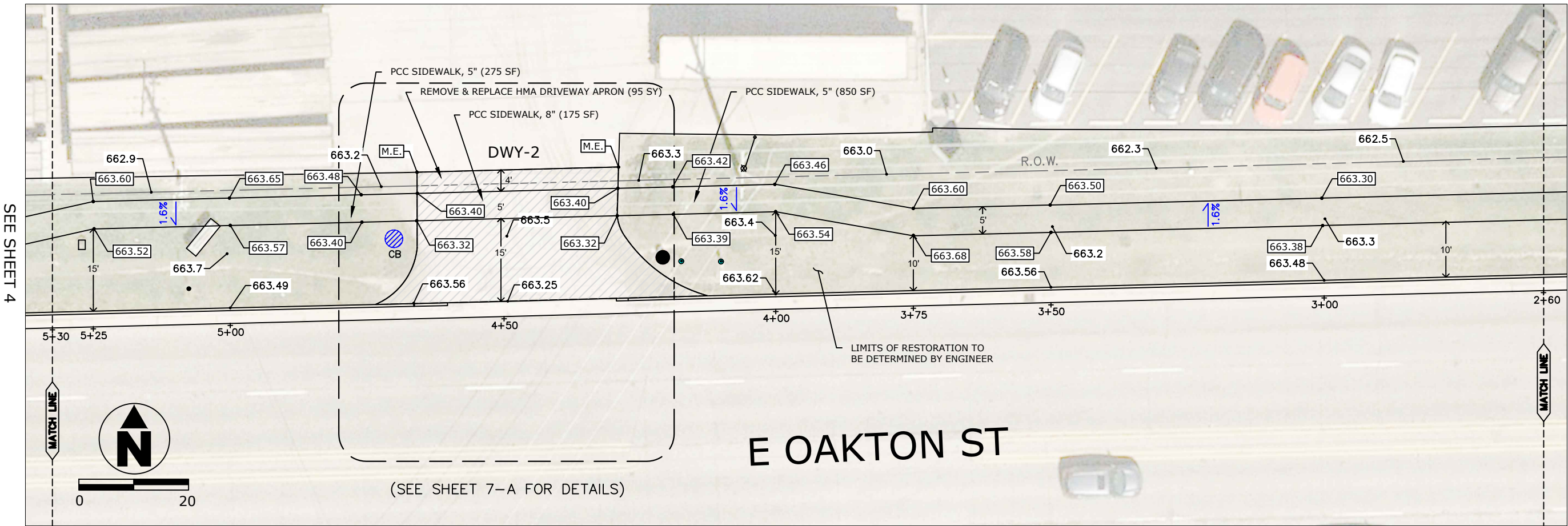
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424001-11, 606001-08, 701606-10, 701901-09

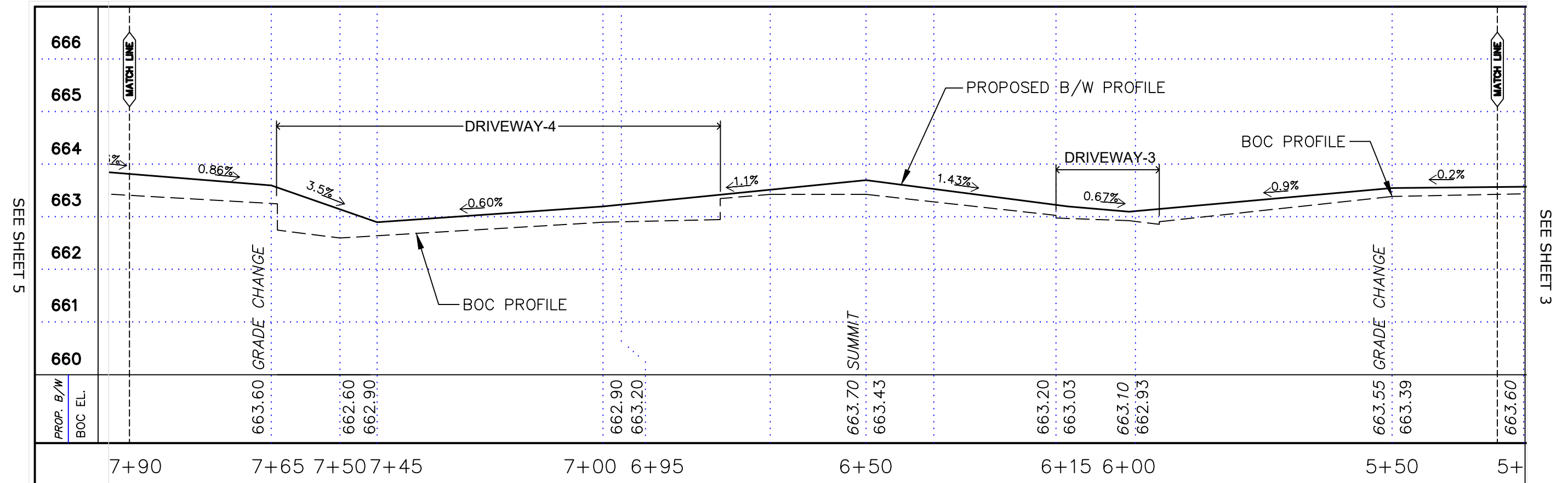
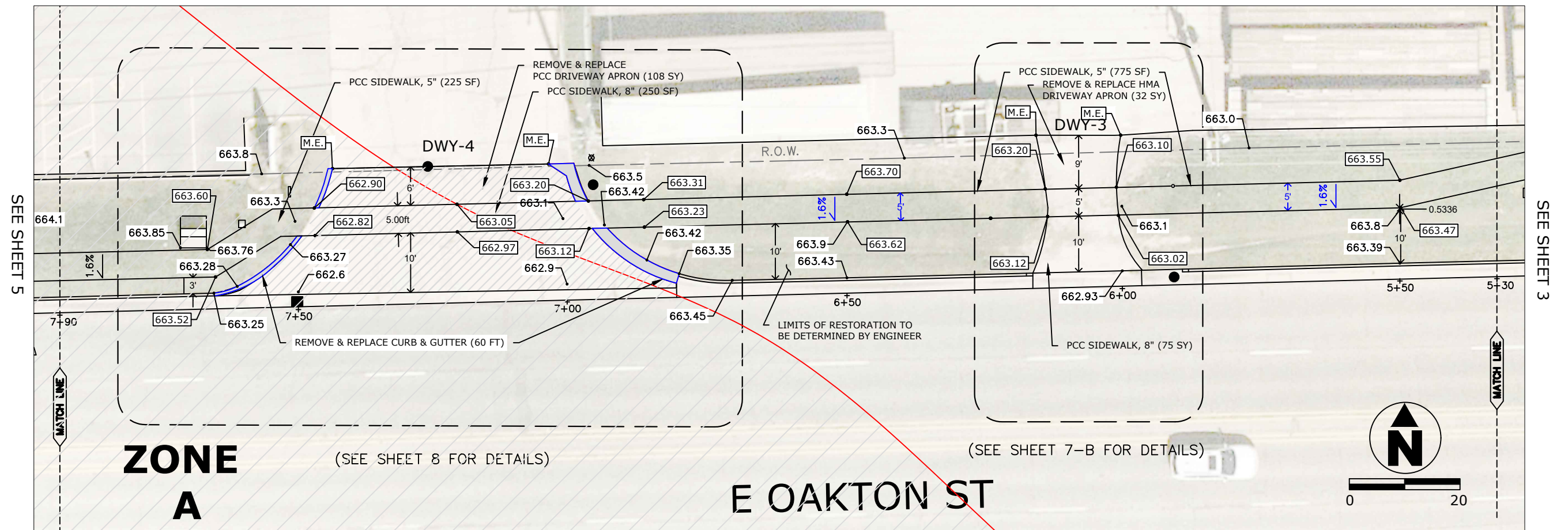


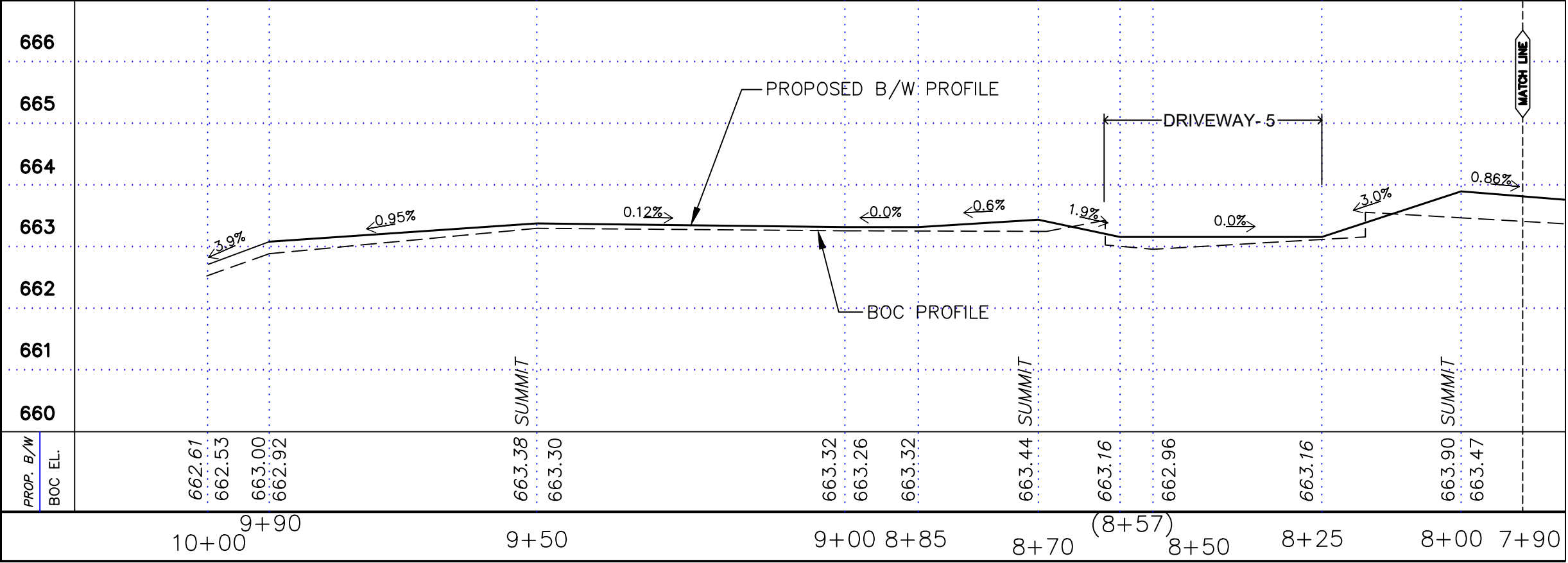
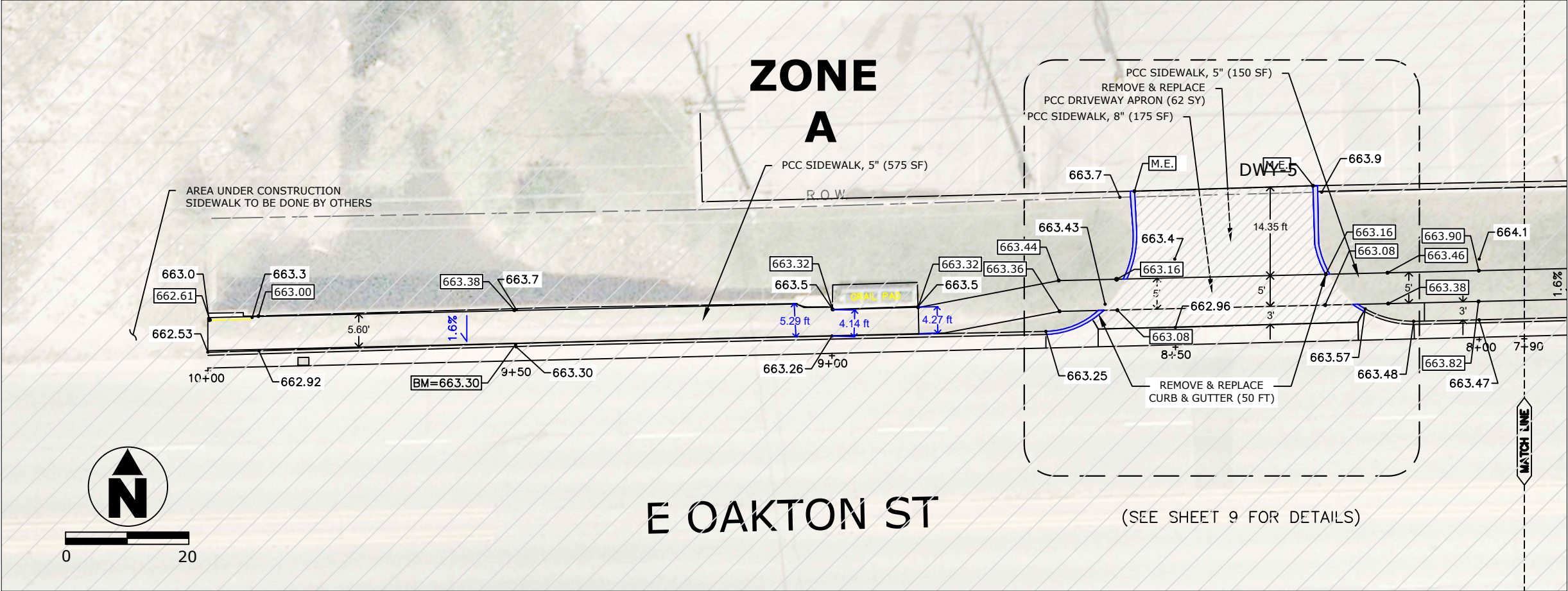
LOCATION MAP



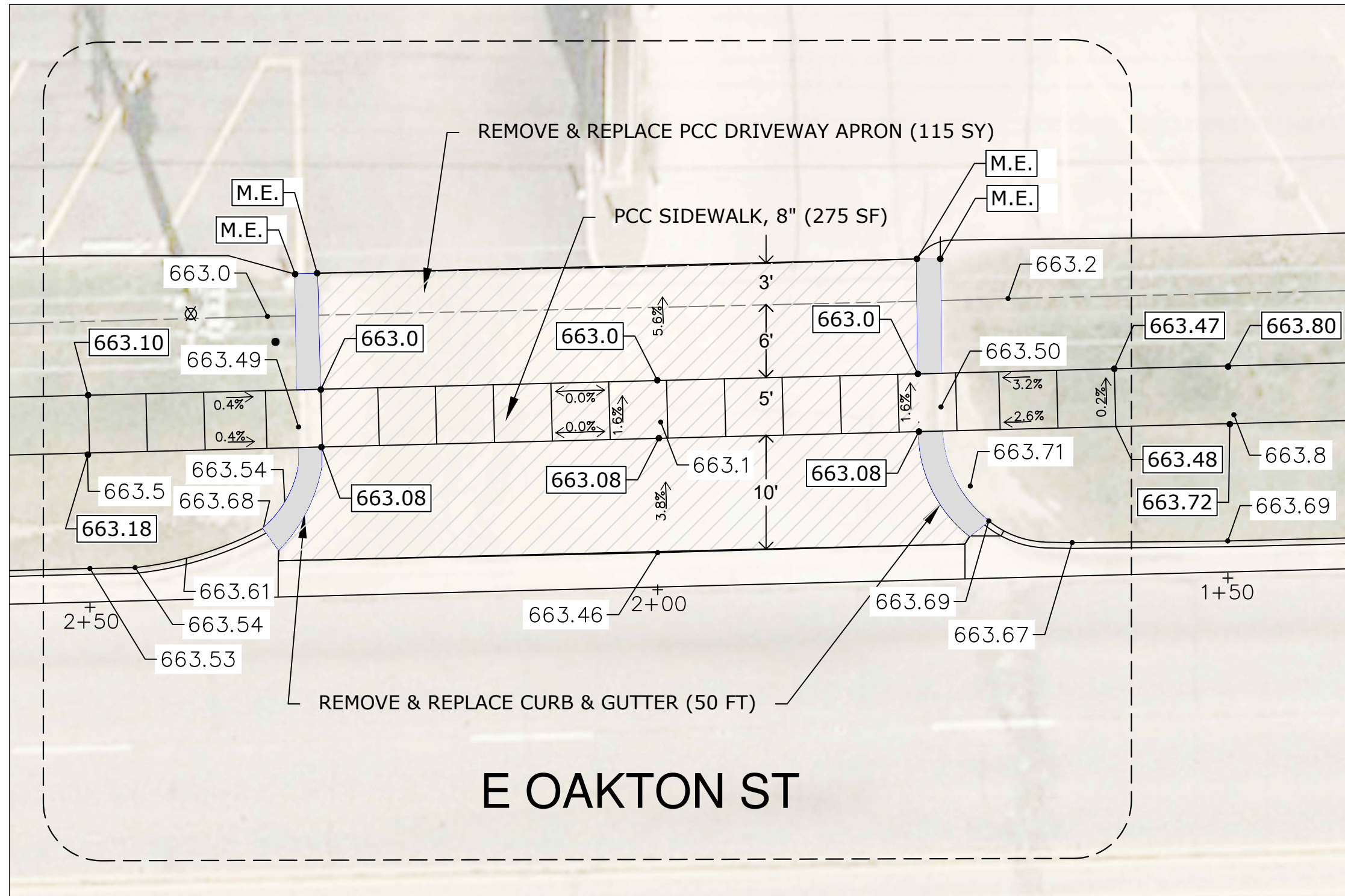






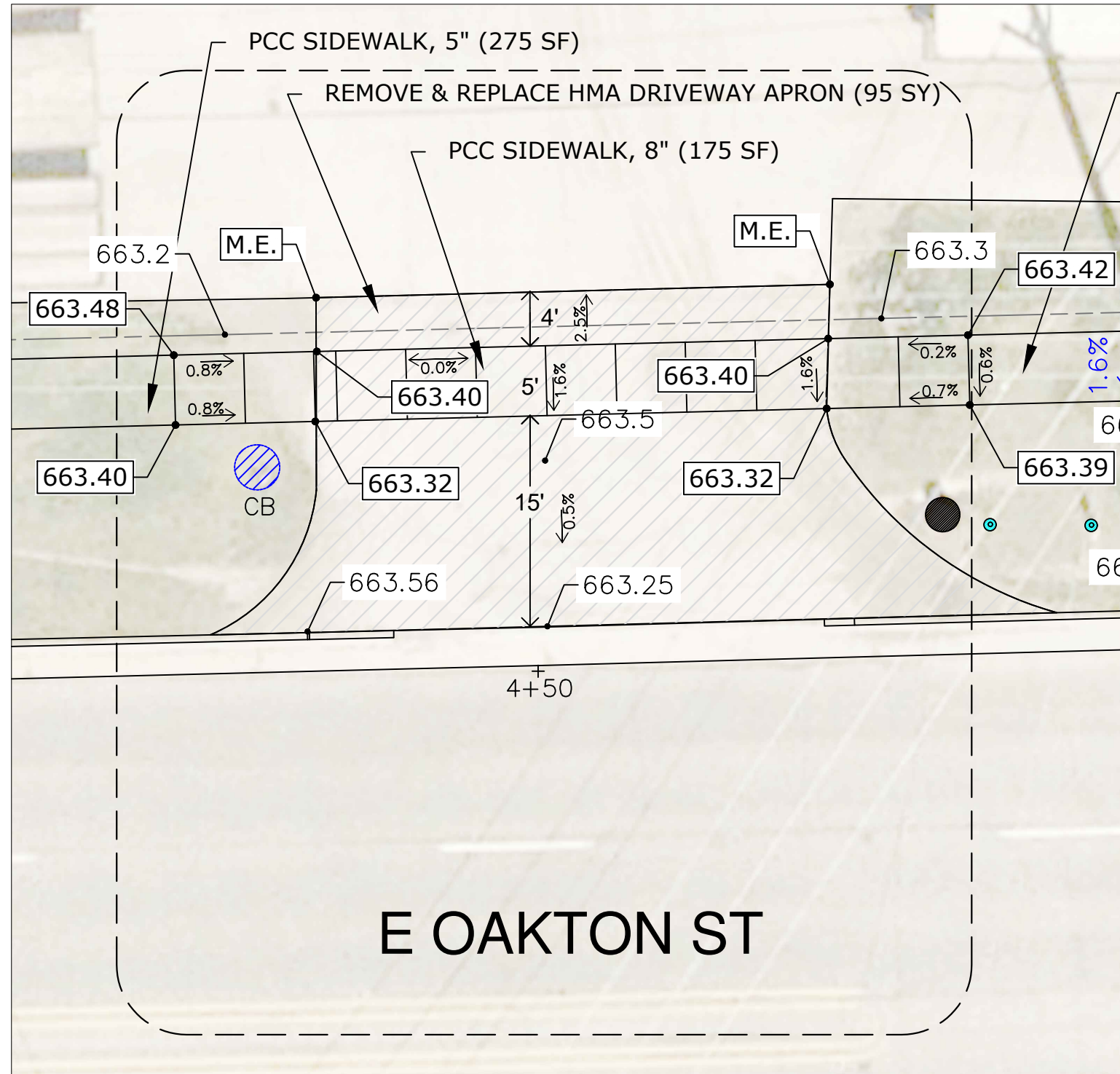


DRIVEWAY-1





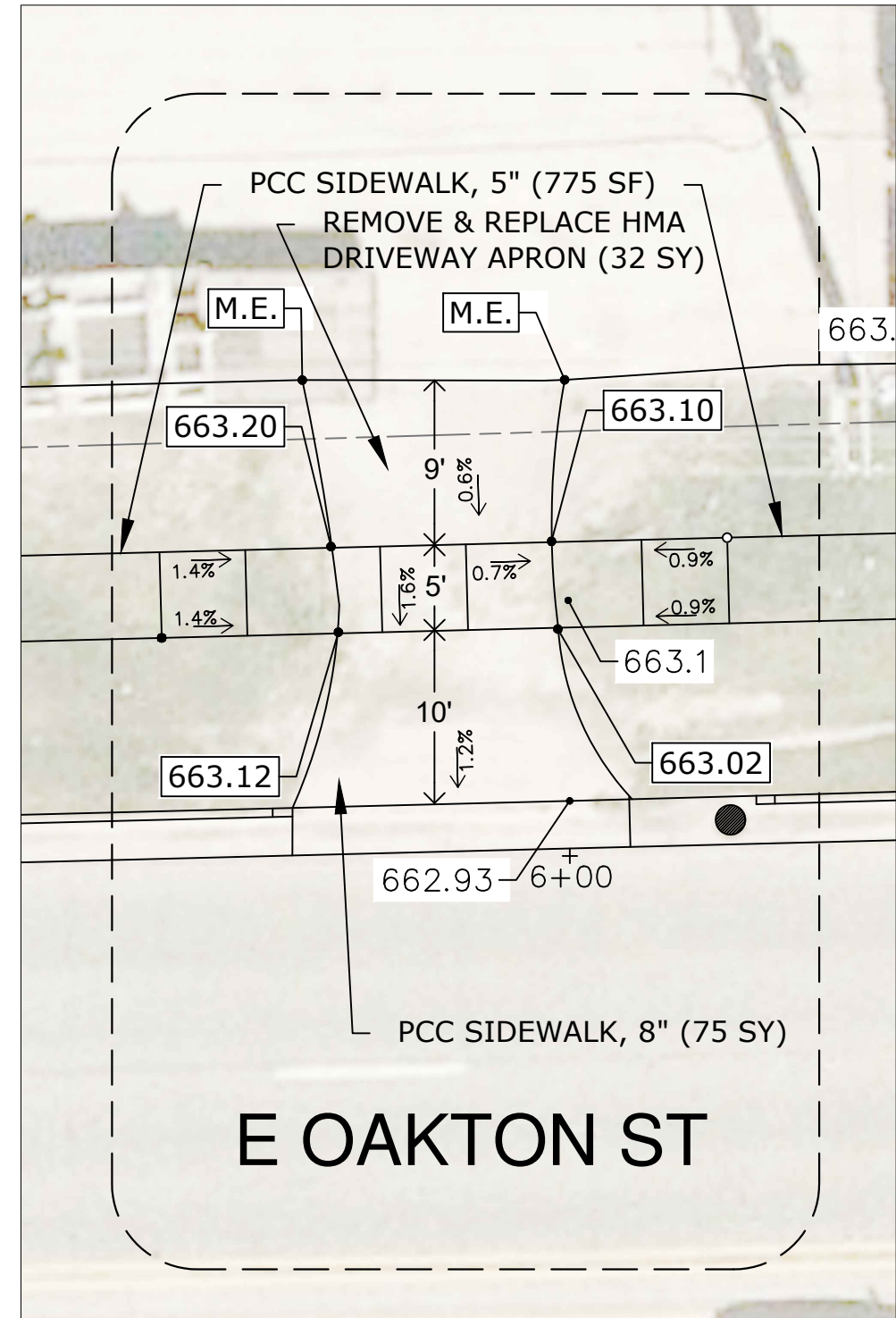
DRIVEWAY-2



7-A



DRIVEWAY-3

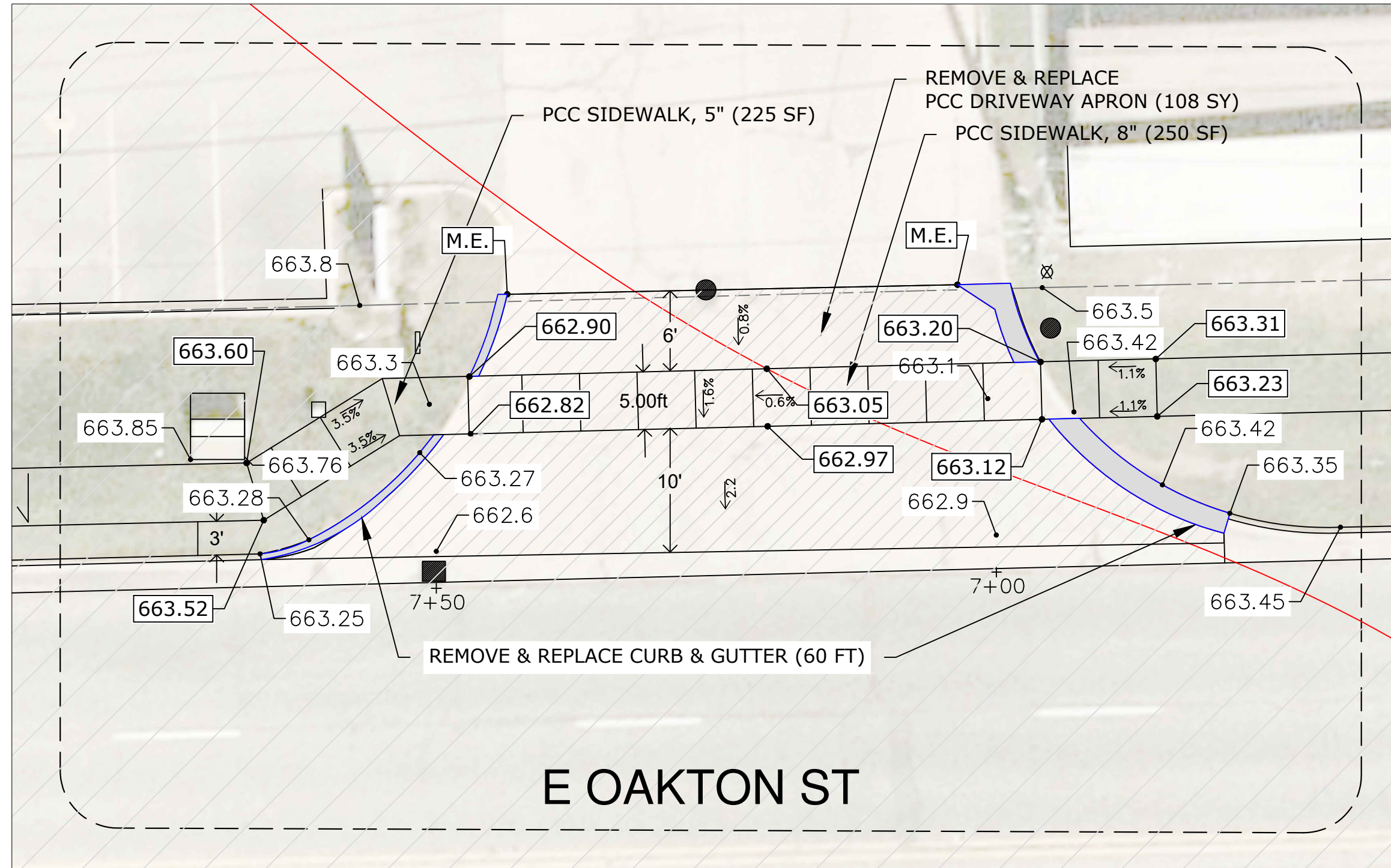


7-B





DRIVEWAY-4



VILLAGE OF
Mount Prospect

• **Public Works Department** • **Engineering Division**

OAKTON STREET SIDEWALK PROJECT **DRIVEWAY-4 DETAILS**

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Date: 6-12-25

Drawing: LJF

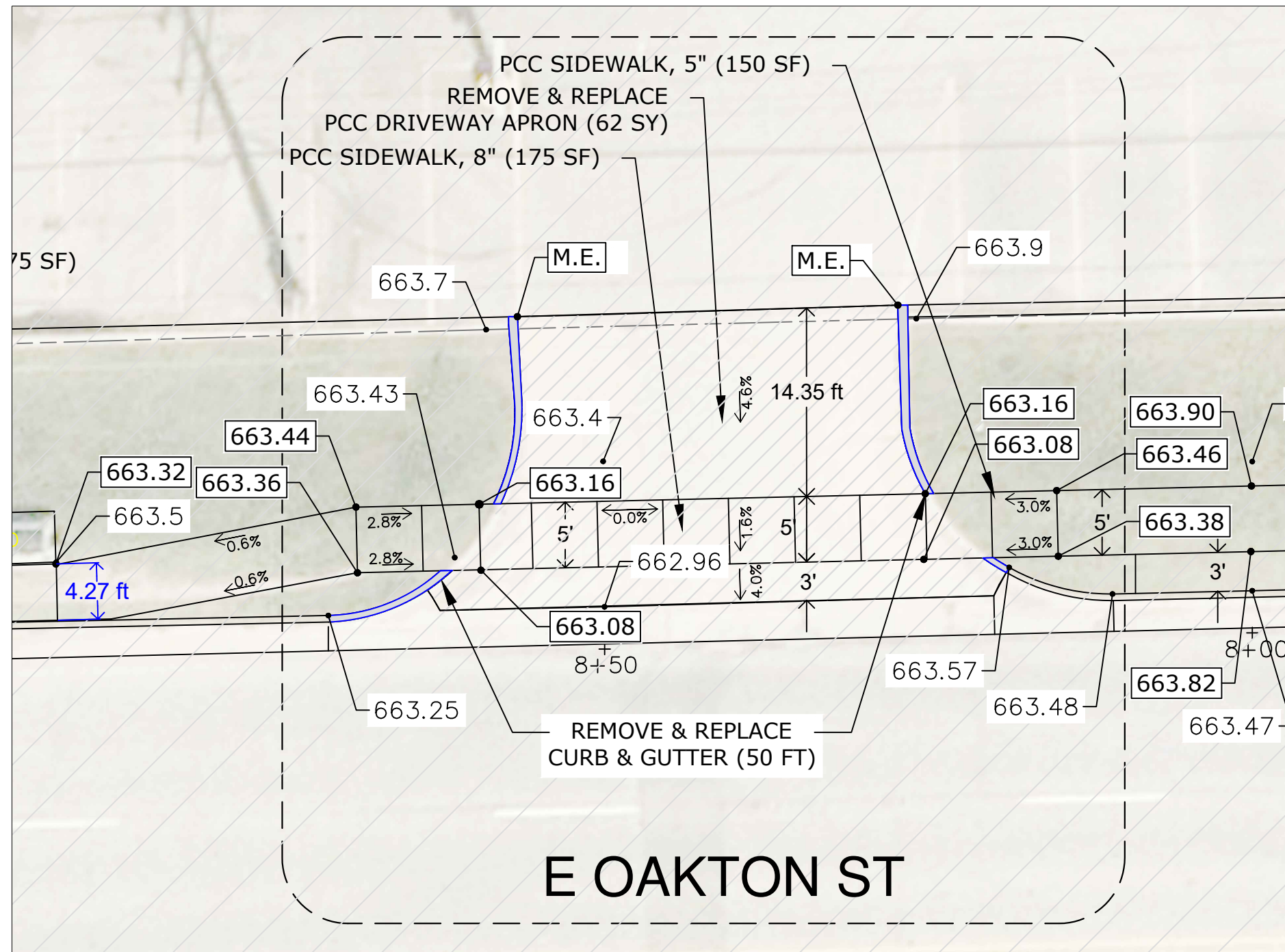
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Scale: 1:10

Sheet: **8** of 13



DRIVEWAY-5



VILLAGE OF
Mount Prospect

• Public Works Department • Engineering Division

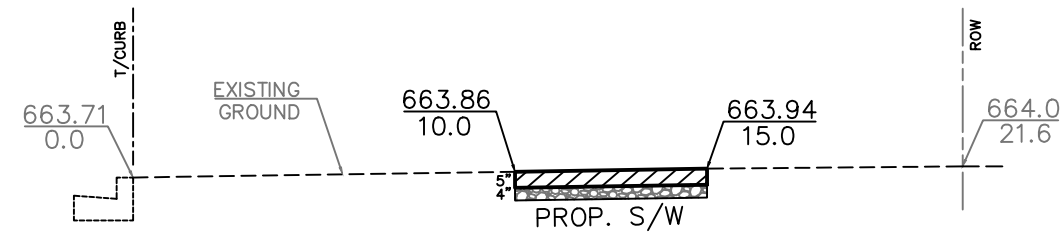
OAKTON STREET SIDEWALK PROJECT DRIVEWAY-5 DETAILS

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Drawing: LJF

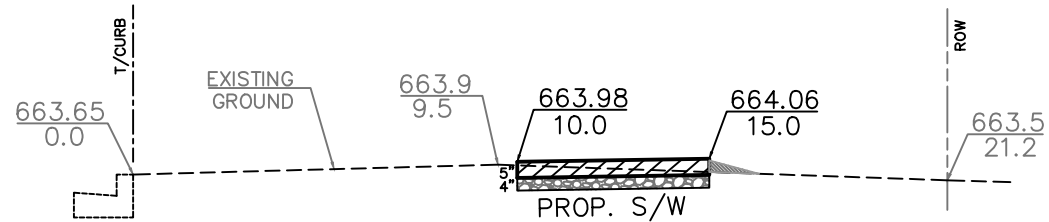
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Revised: 8-22-25

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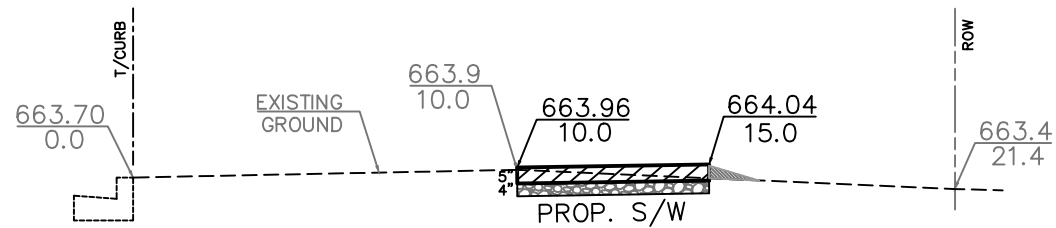
Sheet: 9 of 13



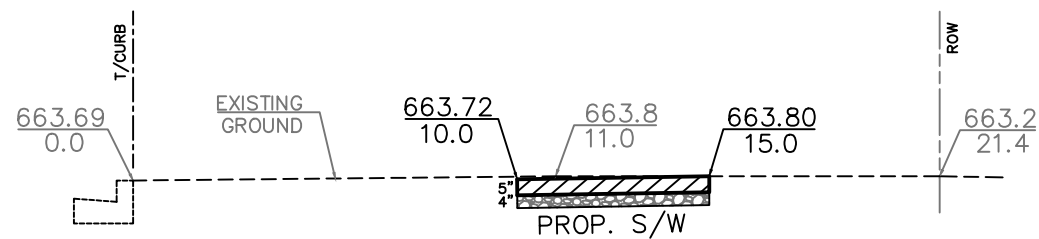
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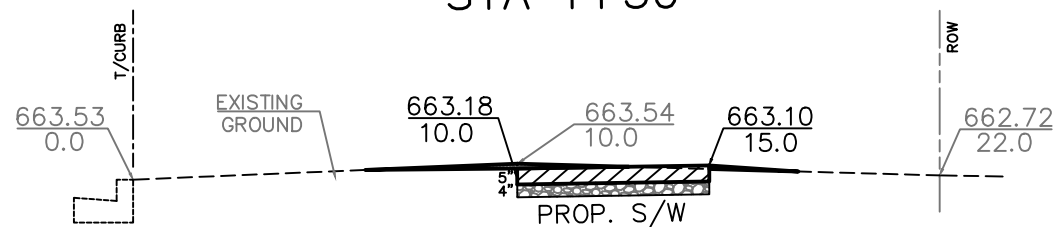
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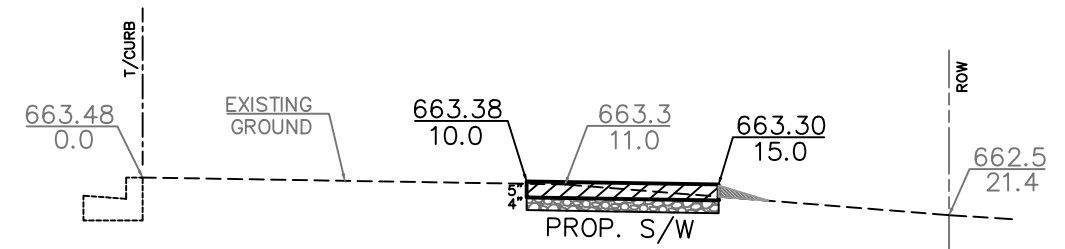
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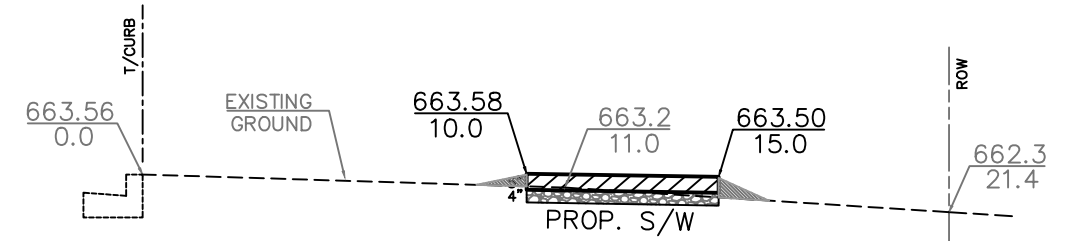
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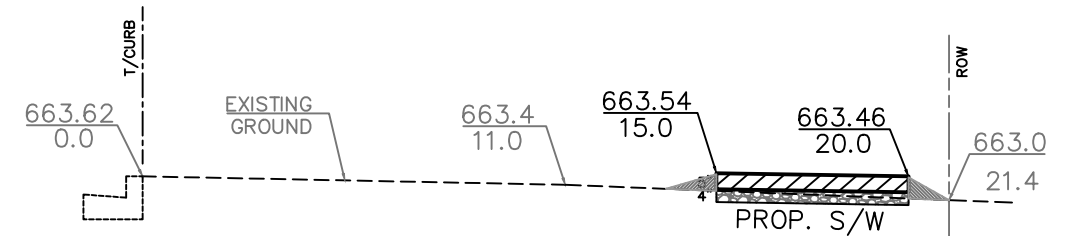
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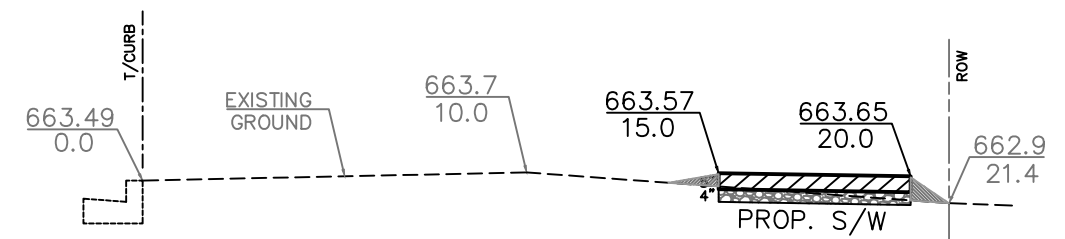
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STA 4+00



STA 5+00

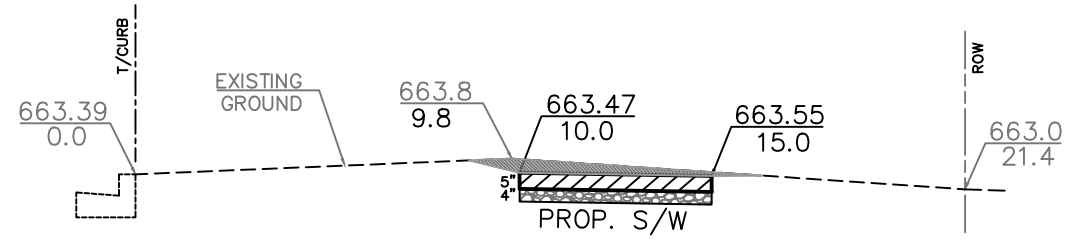
LEGEND:



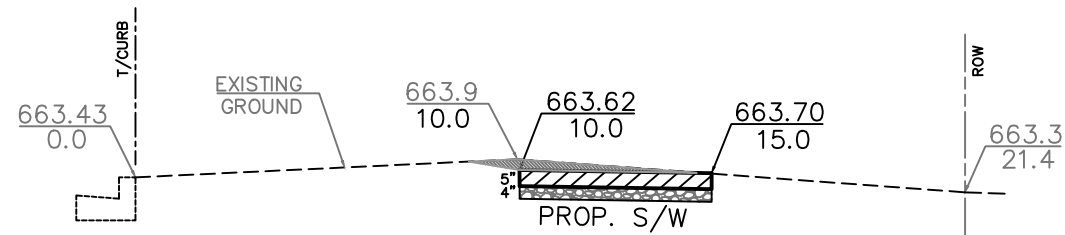
PCC SIDEWALK



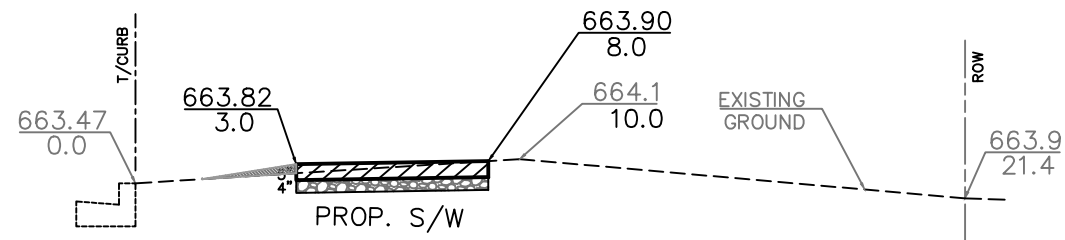
AGGREGATE BASE COURSE, TYPE B



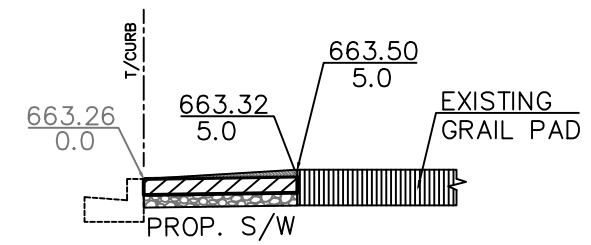
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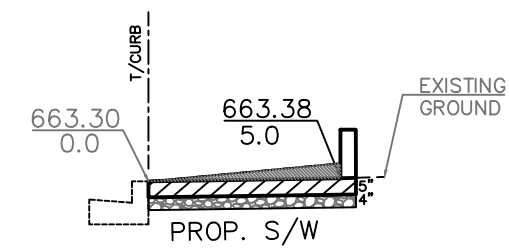
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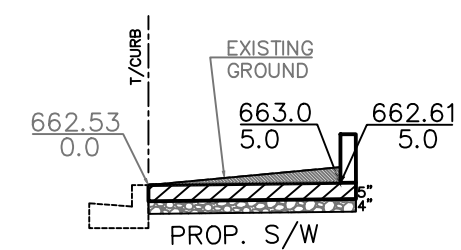
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STA 9+00



STA 9+50



STA 10+00

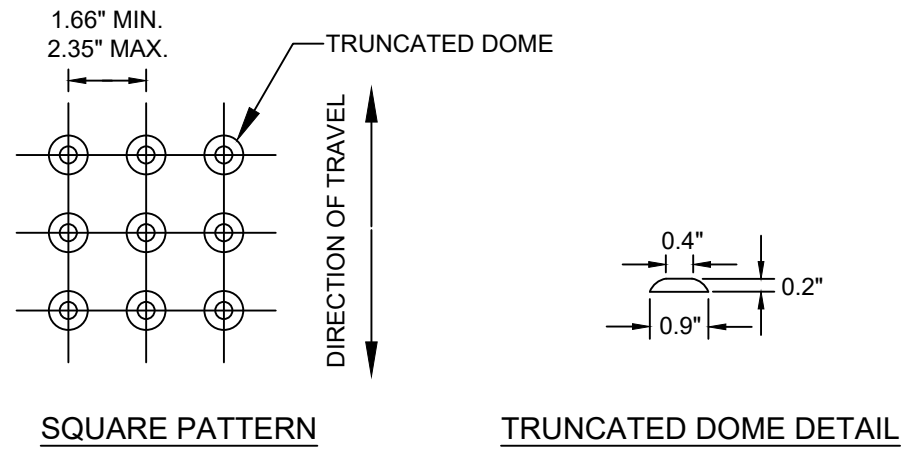
LEGEND:



PCC SIDEWALK



AGGREGATE BASE COURSE, TYPE B

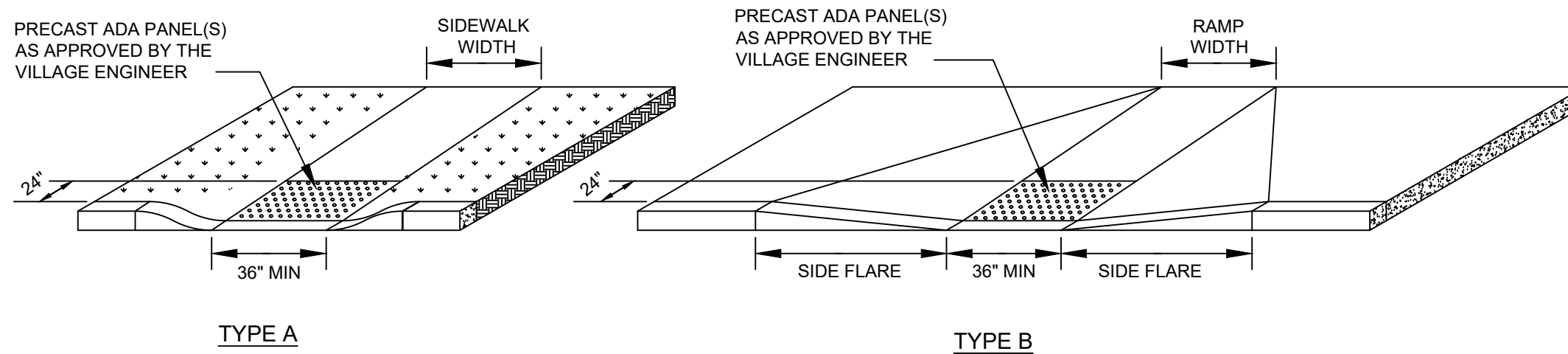


DETECTABLE WARNING DETAIL
N.T.S.

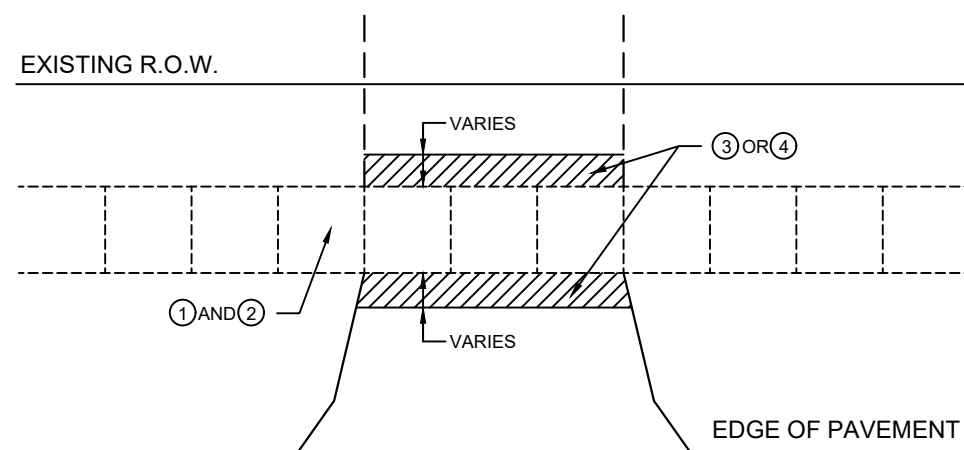
NOTES:

1. THE MAXIMUM SLOPE OF THE SIDE FLARE FOR TYPE B RAMPS SHALL BE 1:10. HOWEVER, IF THE WIDTH OF THE LANDING AREA BETWEEN THE TOP OF THE RAMP AND AN OBSTRUCTION IS LESS THAN 4'-0" THEN THE MAXIMUM SLOPE SHALL BE 1:12.
2. ALL SLOPE RATIOS ARE EXPRESSED AS UNITS OF VERTICAL DISPLACEMENT TO UNIT OF HORIZONTAL DISPLACEMENT (V:H).

* IF STANDARD 6" CURB IS USED: SIDE FLARES WILL BE 5' IN WIDTH AND RAMP WILL BE 6' IN DEPTH



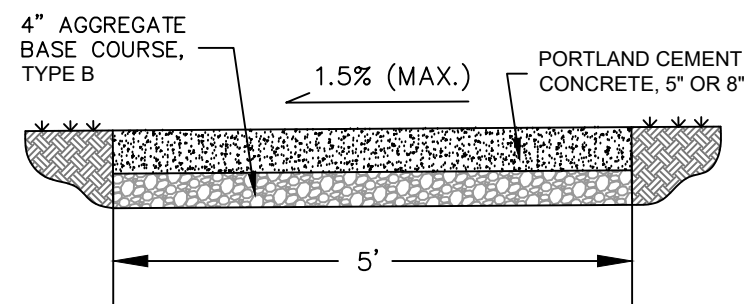
ADA RAMP DETAIL
N.T.S.



TYPICAL DRIVEWAY DETAIL
N.T.S.

NOTES:

- ①. PORTLAND CEMENT CONCRETE SIDEWALK, 5" OR 8" THRU DRIVEWAY
- ②. AGGREGATE BASE COURSE, TYPE B, 4", CA-6
- ③. HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 3", N70 IN IDOT R.O.W.
- ④. PORTLAND CEMENT CONCRETE DRIVEWAY, 8"



PCC SIDEWALK DETAIL
N.T.S.



VILLAGE OF
Mount Prospect

• **Public Works Department** • **Engineering Division**

OAKTON STREET SIDEWALK PROJECT
DETAILS

Design : DMB

Date: 6-12-25

Drawing: LJF

Revised: 8-22-25

Scale: NONE

Sheet: **13** of 13

**BID OPENING: November 19, 2025
VILLAGE OF MOUNT PROSPECT
2025 NEW SIDEWALK PROGRAM
OAKTON ST - LEXINGTON DR TO 2400 OAKTON ST
BID TABULATION
Page 1 of 2**

[illegible]

**BID OPENING: November 19, 2025
VILLAGE OF MOUNT PROSPECT
2025 NEW SIDEWALK PROGRAM
OAKTON ST - LEXINGTON DR TO 2400 OAKTON ST
BID TABULATION
Page 2 of 2**

[illegible]

BID FORM
2025 New Sidewalk Program
Oakton St, Lexington Dr to 2400 Oakton St
Village of Mount Prospect
Department of Public Works

FROM: Schroeder & Schroeder Inc.

7306 Central Park Ave., Skokie, IL 60076
(Hereinafter called "Bidder")

TO: Office of the Village Manager, 3rd Floor
50 South Emerson Street
Mount Prospect, Illinois 60056
(Hereinafter called "Village" or "Village of Mount Prospect")

Bid For: **"2025 New Sidewalk Program - Oakton St, Lexington Dr to 2400 Oakton St"**

The bidders have familiarized themselves with the work and probable work conditions required under this Bid affecting the cost of the work and with the Bid Documents which include:

- Notice to Bidders
- Table of Contents
- Instructions for Bidders
- General Conditions and Special Provisions
- Specifications
- Bid Form
- Affidavit – Bid Certification Form
- Bid Security
- Bid Sheet
- Other materials or standards provided or noted by the Village
- Contract Document
- Performance Bond Form
- Labor and Materials Payment Bond Form

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the Work, all in accordance with the above listed documents.

Bidder agrees to perform all of the Work and provide the equipment and materials described in the Bid Documents, as follows:

Bidder has bid on all items and has provided a price for all items.

The Bidder acknowledges that it is responsible for verification of all pipe sizes and depths prior to the ordering of materials.

The Bidder will complete and provide all labor, equipment, materials and mobilization (if applicable) to perform the Work as incidental to the fixed item price for each item proposed.

Bid Form Page 2

In submitting this bid, the Bidder understands that the Village of Mount Prospect reserves the right to add to or subtract from the estimated quantities.

The Village of Mount Prospect intends to award one (1) contract (if at all) for the items bid. If written notice of award of this bid is mailed, emailed or otherwise delivered to the Bidder at any time before this bid is withdrawn, the Bidder agrees to execute and deliver the contract in the prescribed form and furnish payment and performance bonds, or letter of credit, and the insurance certificates required by the Bid Documents to the Village within ten (10) days after receipt.

The Bidder, and as successful bidder/Contractor upon award of the Contract understands and agrees to the following:

- 1) The Contractor agrees to provide all Work and items and material to the Village as noted in the Bid Documents and comply with the requirements of the Bid Documents.
- 2) The Contractor agrees to comply with all applicable state and federal laws, rules and regulations, and county and municipal ordinances, as described in the General Conditions.

All Addenda pertaining to this project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal. A record of all Addenda and copies of same will be available to all qualified bidders from the Village of Mount Prospect Public Works Department, 1700 West Central Road, Mount Prospect, Illinois two (2) days prior to the letting. It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting its bid.

Upon award the contract the Village will send Notice of Award to the successful bidder, the bidder must then execute the contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) days. **The start of the performance period is contingent upon receipt of the IDOT permit and not before April 1, 2026. Upon those two (2) conditions, the Village will issue a Notice to Proceed and the contractor then has ten (10) calendar days to commence work. The contractor shall reach substantial completion thirty (30) calendar days after the start of the performance period and final completion fifteen (15) calendar days after substantial completion.** Failure to complete the work in the designated time frame may result in the Director of Public Works withholding compensation due the contractor for failure to complete the said work in the designated time frame, calling the bonds, or taking such other action as may be available.

Security in the sum of ten (10%) percent of the amount bid in form of (check one):
☒ Bid Bond ☐ Certified Check ☐ Bank Cashier's Check
is attached hereto in accordance with the "Instructions for Bidders".

Bid Form Page 3

This Bid Submittal contains the following:

- 1) Bid Form
- 2) Affidavit – Bid Certification Form
- 3) Bid Security
- 3) Bid Sheet (s)

Respectfully submitted:

Name of Firm/Bidder: Schroeder & Schroeder Inc.

By: 
(Signature)

Name & Title: Joseph V. Vrabel, President

Date: 11/19/2025

Contact Information:

Official Address: Schroeder & Schroeder Inc.

7306 Central Park Ave.

Skokie, IL 60076

Telephone: 847-933-0526

Email: andrew@schroederconcrete.net

**VILLAGE OF MOUNT PROSPECT
AFFIDAVIT – BID CERTIFICATION FORM**

Bidder:

Company/Firm Name: Schroeder & Schroeder Inc.

Address: 7306 Central Park Ave., Skokie, IL 60076

As a condition of entering into a contract with the Village of Mount Prospect, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned, Joseph V. Vrabel, being first duly sworn on oath, deposes and states that he or she is President (sole owner, partner, joint ventured, President, Secretary, etc.) of Schroeder & Schroeder Inc. and has the authority to make all

(Name of Company)

Certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or a sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned further states that Schroeder & Schroeder Inc.
(Name of Company)

is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States, as provided in Sections 33E-3 and 33E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-3, 33E-4.

Section III

Drug Free Workplace

The undersigned further states that Schroeder & Schroeder Inc.
(Name of Company)

provides a drug free workplace pursuant to the Drug Free Workplace Act, 30 ILCS 580/1, et seq., and has, to the extent not covered by a collective bargaining that deals with the subject of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., a substance abuse prevention program that meets or exceeds these requirements of that Act.

Section IV

Tax Payment

The undersigned further states that Schroeder & Schroeder Inc. is
(Name of Company)

not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Page 2 - AFFIDAVIT – BID CERTIFICATION FORM

Section V

Sexual Harassment Policy

Pursuant to Section 2-105(A) of the Illinois Human Rights Act, 775 ILCS 5/2-105 (A), every party to a public contract must:

"Have written sexual harassment policies that shall include, at a mini-mum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act)."

A "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party." 775 ILCS 5/1-103 (M) (2002),

The undersigned further states that Schroeder & Schroeder Inc. has
(Name of Company)
a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all information contained in this Affidavit is true and correct.

Signed by: Joseph V. Vrabel Title: President
Signature

Name Printed: Joseph V. Vrabel

Signed and sworn to before me this 19th day of November, 2025
My commission expires:

Hannah M Wilkes
Notary Public



BID SECURITY

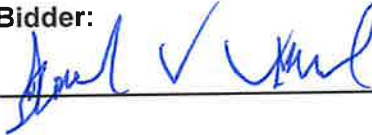
Included with this bid is a bank cashier's check, certified check or bid bond in the amount of 10% BID BOND, being ten percent (10%) of the total amount bid by Schroeder & Schroeder Inc., the Bidder, in favor of the Village of Mount Prospect. It is hereby agreed that, should Bidder be awarded the Work contemplated under this bid and fail or refuse to execute a contract for said Work, or to provide the required payment and performance bonds, or letter of credit, and certificate of insurance, then this security, in the amount stipulated above, shall be forfeited and may be retained by the Village of Mount Prospect as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date.

SUBMITTED THIS 19th DAY OF November, 2025

SEAL (if corporation)

Schroeder & Schroeder Inc.

Bidder:



Joseph V. Vrabel, President

Bidder's Agent and Agent's Title:



Secretary

Title

Note: If bidder is a partnership, the bid must be signed by at least two of the partners.

Note: If bidder is a corporation, the bid must be signed by an authorized officer of the corporation, attested and sealed by the secretary or other authorized officer.

If a corporation, note here the state of incorporation:

Incorporated under the laws of the State of Illinois.

OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Schroeder and Schroeder, Inc.
7306 Central Park, Skokie, IL 60076

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center,
Ohio 44251, a corporation duly organized under the laws of the State of Ohio as Surety, hereinafter called the Surety,
are held and firmly bound unto Village of Mount Prospect,
50 Emerson St, Mount Prospect, IL 60056

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of Attached Bid
Dollars (\$10% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the
Principal has submitted a bid for 2025 New Sidewalk Program - Oakton St, Lexington Dr to 2400 Oakton St

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 19th day of November, 2025



Schroeder and Schroeder, Inc.

(Principal) (Seal)

By: Mary L. Brout

Mary L Brout - Corporate Secretary (Title)

Ohio Farmers Insurance Company

(Surety) (Seal)

Veronica O'Connor

Veronica O'Connor - Attorney-in-Fact (Title)

Printed in cooperation with the American Institute of Architects (AIA) by the Ohio Farmers Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/16/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1212962 02

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

presents make, constitute and appoint
WILLIAM H. HAYES, HOWARD A. WEISS, JOEL C. EDSON, VERONICA O'CONNOR, MAGGIE GRANHOLM, JOINTLY OR SEVERALLY

suretyship in any penal limit. - - - - -
LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

and on behalf of the Company subject to the following provisions:

notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **MAY** A.D., **2024**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this **16th** day of **MAY** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **19th** day of **November** A.D., **2025**.



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

BID SHEET

"2025 New Sidewalk Program"
Oakton St, Lexington Dr to 2400 Oakton St

(TO BE FILLED OUT BY THE CONTRACTOR/BIDDER)

The Bidder will complete pricing for all items (# 1-15) to provide all labor, equipment, materials and mobilization (if applicable) to perform this work. The fixed item price given is to be all inclusive.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	EARTH EXCAVATION	CUYD	160	\$25.00	\$4,000.00
2.	CURB AND GUTTER REMOVAL	FOOT	30	\$10.00	\$300.00
3.	ASPHALT DRIVEWAY APRON REMOVAL	SQYD	29	\$15.00	\$435.00
4.	PCC DRIVEWAY APRON REMOVAL	SQYD	79	\$20.00	\$1,580.00
5.	AGGREGATE BASE COURSE, TYPE B, 4"	SQYD	560	\$1.00	\$560.00
6.	PCC SIDEWALK, 5"	SQFT	4,100	\$10.00	\$41,000.00
7.	PCC SIDEWALK, 8"	SQFT	950	\$16.00	\$15,200.00
8.	COMB. CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	160	\$65.00	\$10,400.00
9.	HOT-MIX ASPHALT DRIVEWAY APRON REMOVAL AND REPLACEMENT	SQYD	127	\$90.00	\$11,430.00
10.	PCC DRIVEWAY APRON REMOVAL AND REPLACEMENT	SQYD	285	\$105.00	\$29,925.00
11.	CONCRETE CURE AND SEAL COMPOUND, SPECIAL	SQYD	560	\$0.01	\$5.60
12.	TOPSOIL FURNISH AND PLACE, 4"	SQYD	1,175	\$2.00	\$2,350.00
13.	SODDING	SQYD	1,175	\$20.00	\$23,500.00
14.	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$7,614.40	\$7,614.40
15.	MAINTENANCE BOND, 24-MONTH	L SUM	1	\$400.00	\$400.00
TOTAL FOR ITEMS (1 - 15)					\$148,700.00



Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076
PHONE 847-933-0526 • FAX 847-933-0528

REFERENCES (2024):

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
Michele Zimmerman
mzimmerman@algonquin.org
(847) 658-2700
2024 MFT Concrete Replacement Program
Contract Amount: \$341,316.50

Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091
Dan Manis
manisd@wilmette.com
(847) 853-7602
Concrete Flatwork
2024 Alley, Brick Streets/Sidewalks Reconstruction & Patching
Contract Amount: \$2,694,777.00

Village of Schaumburg
714 S. Plum Grove Road
Schaumburg, IL 60193
Brandon Stahl
BStahl@eeiweb.com
(630) 878-2608
2024 Concrete Repair Program
Contract Amount: \$1,340,000.00

Village of Mt. Prospect
1700 W. Central Road
Mt. Prospect, IL 60056
Scott Moe
SMOE@mountprospect.org
(847) 870-5640
2024 Concrete Flatwork
Contract Amount: \$491,465.25

Village of Northbrook
655 Huehl Road
Northbrook, IL 60062
Jim Huff
James.huff@northbrook.il.us
(847) 272-4711
2024 Sidewalk Removal & Replacement Project
Contract Amount: \$374,700.00



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 11/19/25
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	5	
Contract Number		9678965				
Contract With	Schaumburg	Skokie				
Estimated Completion Date	4/30/2026	100 Calendar Days				
Total Contract Price	\$1,448,000.00	\$ 2,788,000.00				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$418,500.00	\$ 457,500.00				\$ 876,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 876,000.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving		305,000.00				305,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	\$ 301,000.00	\$ 118,000.00				419,000.00
Landscaping	\$ 75,000.00					75,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) BRICK WORK						0.00
Totals	\$ 376,000.00	\$ 423,000.00	\$ -	\$ -	\$ -	\$ 799,000.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	DeVinci Const.	DiVinici Const.			
Type of Work	Sewer	Sewer			
Subcontract Price	40,000.00	119,000.00			
Amount Uncompleted	40,000.00	15,000.00			
Subcontractor	DeMarr	Oro Stone Landscaping			
Type of Work	Pvt. Mkgs.	Landscaping			
Subcontract Price	2,500.00	59,500.00			
Amount Uncompleted	2,500.00	9,500.00			
Subcontractor		NAFISCO			
Type of Work		Traffic Control			
Subcontract Price		40,000.00			
Amount Uncompleted		10,000.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	42,500.00	34,500.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

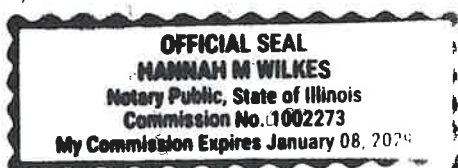
Subscribed and sworn to before me

this 19th day of November, 2025.

Hannah M. Wilkes
Notary Public

My commission expires: 1/8/2027

(Notary Seal)



Type or Print Name MARY L. BROUNT SECRETARY
Officer or Director Title

Signed Mary L. Brount

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK
SKOKIE, IL 60076



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 5376

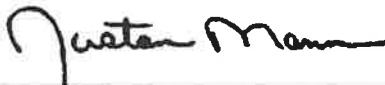
Schroeder and Schroeder, Inc.
7306 Central Park Skokie, IL 60076

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$111,440,000.00

001	EARTHWORK	\$350,000
017	CONCRETE CONSTRUCTION	\$35,025,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/5/2025 TO 4/30/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/5/2025.



Engineer of Construction



Item Cover Page

Subject

Meeting

Fiscal Impact (Y/N)

Dollar Amount

Budget Source

Category

Type

As submitted

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

VILLAGE MANAGER'S REPORT

Presentation

Information

Discussion

Alternatives

Staff Recommendation

Attachments

None