



Village of Mount Prospect, IL

Village Board Meeting

Agenda

Village of Mount Prospect
Village Hall - 3rd Floor
Boardroom
50 S. Emerson St.
Mount Prospect, IL 60056

Tuesday, August 18, 2020

7:00 PM

1 CALL TO ORDER

2 ROLL CALL

2.1 Pledge of Allegiance - Trustee Hatzis

2.2 Invocation - Trustee Grossi

3 APPROVAL OF MINUTES

3.1 Minutes of the Regular Meeting of the Village Board - August 4, 2020
Minutes of the Special Meeting of the Village Board - August 11, 2020

4 MAYORS REPORT

4.1 ACCOLADES

Firefighter/Paramedic Kevin Swat recognized for MABAS (Mutual Aid Box Alarm System)
Swift Water Rescue Team deployment in the summer of 2019

Fire Department Promotions

Todd Novak as Battalion Chief

Jon Schram as Lieutenant

5 COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

6 CONSENT AGENDA

6.1 List of Bills - July 29, 2020 to August 11, 2020 - \$1,995,192.49

6.2 Motion to waive public bidding and accept proposal for a new tower and microwave antenna link by Critical Technologies for the Public Works / Emergency Operations Center building at 1700/1720 W. Central Road, in an amount not to exceed \$55,951.50.

7 OLD BUSINESS

None

8 NEW BUSINESS

8.1 1st reading of AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR THE MAPLE STREET LOFTS DEVELOPMENT COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS

9 VILLAGE MANAGER'S REPORT

9.1 As submitted

10 ANY OTHER BUSINESS

11 ADJOURNMENT

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



Item Cover Page

Subject **Minutes of the Regular Meeting of the Village Board - August 4, 2020**
Minutes of the Special Meeting of the Village Board - August 11, 2020

Meeting August 18, 2020 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD -

Fiscal Impact

Dollar Amount

Budget Source

Category APPROVAL OF MINUTES

Type Minutes

Information

Alternatives

Staff Recommendation

ATTACHMENTS:

[Special Meeting minutes 8 11.pdf](#)

[Aug 4 VB.pdf](#)

SPECIAL MEETING OF THE MOUNT PROSPECT VILLAGE BOARD – 6:00 PM
Tuesday, August 11, 2020

This meeting was conducted via video and tele-conference.

1 CALL TO ORDER

The Special Meeting of the Village Board was called to order by Mayor Juracek at 6:02 pm via GoToMeeting virtual meeting.

2 ROLL CALL

Members present via video conference upon roll call by Mayor Juracek:
Colleen E Saccotelli, Eleni Hatzis, Michael A Zadel, Paul Hoefert, Richard F Rogers, and William A Grossi.

Absent: None

Trustee Grossi raised a point of order indicating the Open Meetings Act requires a member of the Board of Trustees or officer of the Village must be physically present at the meeting location. Director of Finance Amit Thakkar was present but his position with the Village does not meet the Open Meetings Act requirement. The meeting was recessed at 6:04pm to allow Village Manager Michael Cassady time to travel to Village Hall.

Mayor Juracek resumed the meeting at 6:16 pm. Mr. Cassady's presence at Village Hall was confirmed. Mayor Juracek called the roll call a second time. All trustees were present via video conference.

3 COMMUNICATIONS AND CITIZENS TO BE HEARD

None. The Mayor indicated an email was received that will be addressed at the August 18 meeting of the Village Board.

4 NEW BUSINESS

4.1 Motion to waive the rule requiring two readings of an ordinance and adopt an ORDINANCE ESTABLISHING A NON-BINDING REFERENDUM FOR THE SUBMISSION OF A PUBLIC QUESTION ON THE BALLOT FOR THE NOVEMBER 3, 2020 GENERAL ELECTION REGARDING THE SALE OF ADULT USE RECREATIONAL CANNABIS AND RELATED USES WITHIN THE GUIDELINES ESTABLISHED BY THE STATE OF ILLINOIS AND THE VILLAGE OF MOUNT PROSPECT

Mayor Juracek introduced the ordinance and noted this Special Meeting is limited in scope to the discussion determining whether or not the Village should place a referendum question regarding the sale of recreational cannabis in the Village of Mount Prospect on the November 3 ballot. Mayor Juracek further clarified that this is not a subject matter discussion and cautioned the Board to limit the discussion to the agenda topic.

This matter was introduced at the August 4, 2020 Village Board meeting and to adhere to the (*State Board of Elections*) August 17th deadline requiring municipalities to pass an ordinance authorizing submission of a referendum question for the November 3 ballot, a decision must be rendered tonight. Mayor Juracek stated this is an advisory, non-binding referendum and the outcome of this vote does not restrict future action. A brief discussion followed.

Mayor Juracek added a subject matter discussion can occur at the next regular meeting of the Village Board and briefly explained the public hearing process to re-introduce the ordinance authorizing the sale of recreational cannabis in Mount Prospect.

Mayor Juracek noted that the second reading of the ordinance is waived due to the time sensitivity of the matter.

Board Comments:

- This is an important issue that warrants input from our residents
- Feedback from our residents will be valuable moving forward with decisions regarding this topic
- Support from our residents was voiced through Cook County's referendum question (2018); important to keep the discussion moving forward

Motion to approve the ordinance as presented.

Motion by Paul Hoefert, second by Michael A Zadel.

Yea: Colleen E Saccotelli, Eleni Hatzis, Michael A Zadel, Paul Hoefert,

Nay: Richard F Rogers, William A Grossi

Final Resolution: Motion Passed

Ordinance No. 6525

5 ADJOURNMENT

Upon the conclusion of the vote, Mayor Juracek requested a motion to adjourn the Special Meeting. Trustee Zadel, seconded by Trustee Grossi moved to adjourn the meeting. The August 11th Special Meeting of the Village Board adjourned at 6:34 pm by unanimous roll call vote of the Village Board.

The Joint Village Board and Finance Commission meeting commenced following adjournment.

Respectfully submitted,
Karen M. Agoranos
Village Clerk

**REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD – 7:00 PM
Tuesday, August 4, 2020**

Notice of Special Meeting

The 2020 Schedule of Meetings of the Village Board of Trustees published in January 2020 indicated the Village Board would meet for a Regular Meeting on Wednesday, August 5, 2020 so all could attend National Night Out on Tuesday, August 4. Due to the cancellation of this event, the Village Board will meet on Tuesday, August 4, 2020.

1. CALL TO ORDER

Meeting was called to order by Mayor Juracek at 7:05 pm.

2 ROLL CALL

Roll Call:

Members present upon roll call by the Village Clerk: Arlene A Juracek, Colleen E Saccotelli, Eleni Hatzis, Michael A Zadel, Paul Hoefert, Richard F Rogers, and William A Grossi

Absent: None

2.1 Trustee Saccotelli led the Pledge of Allegiance.

2.2 Trustee Hatzis provided the invocation.

3 APPROVAL OF MINUTES

3.1 Minutes of the Regular Meeting of the Village Board - July 21, 2020

Motion to approve the minutes as presented.

Motion by Paul Hoefert, second by Michael A Zadel.

Yea: Colleen E Saccotelli, Eleni Hatzis, Michael A Zadel, Paul Hoefert, Richard F Rogers, William A Grossi

Final Resolution: Motion Passed

4 MAYORS REPORT

Mayor Juracek thanked those who participated in last week's Webinar. Mayor Juracek stated 130 people attended the virtual community conversation, adding the discussion was a good, fundamental first meeting for this ongoing dialogue. Mayor Juracek commended the citizens group, b.r.e.a.t h.e., who hosted a community discussion attended by approximately 30 people that generated good discussions in small group settings.

4.1 APPOINTMENT/REAPPOINTMENT TO BOARDS AND COMMISSIONS

Mayor Juracek presented the following re-appointments for Village Board approval:

Planning and Zoning Commission

Norbert Mizwicki

Term to Expire August 2025

Sister Cities Commission

Gissele Drpich

Term to expire August 2024

Motion to approve the reappointments as presented.

Motion by Michael A Zadel, second by Richard F Rogers.

Yea: Colleen E Saccotelli, Eleni Hatzis, Michael A Zadel, Paul Hoefert, Richard F Rogers, William A Grossi

Final Resolution: Motion Passed

5 COMMUNICATIONS AND PETITIONS - CITIZENS TO BE HEARD

David Schein
512 NaWaTa

- Queried if recent news stories reporting that Union Pacific is considering dropping commuter services will impact the two items on the consent agenda.

Mayor Juracek responded, stating the two engineering services agreements are housekeeping items, approved at the July 21st meeting and provided a brief background regarding the conflict between Metra and Union Pacific. Union Pacific maintains the rights to the tracks and platform; the agreements are unrelated to their commuter service operations.

6 CONSENT AGENDA

6.1 Monthly Financial Report - June 2020

6.2 List of Bills - July 15, 2020 to July 28, 2020

6.3 A RESOLUTION AUTHORIZING STAFF TO ENTER INTO A PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH THE UNION PACIFIC RAILROAD FOR THE DEVELOPMENT OF THE TRAIN STATION PLATFORM EXTENSION PROJECT

Resolution No. 36-20

6.4 A RESOLUTION AUTHORIZING STAFF TO ENTER INTO A PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH THE UNION PACIFIC RAILROAD FOR THE DEVELOPMENT OF THE MELAS/MEADOWS BRIDGE PHASE 1 STUDY PROJECT

Resolution No. 37-20

6.5 Motion to accept the Sourcewell joint bid results for the purchase of one (1) 2020 Tennant T16 floor scrubber from Staples in an amount not to exceed \$39,708.

Motion to approve the Consent Agenda as presented.

Motion by Richard F Rogers, second by Colleen E Saccotelli.

Yea: Colleen E Saccotelli, Eleni Hatzis, Michael A Zadel, Paul Hoefert, Richard F Rogers, William A Grossi

Final Resolution: Motion Passed

7 OLD BUSINESS

7.1 Motion to allow the Village of Mount Prospect to invest the Village funds in the IPRIME fund with PMA Investments.

Director of Finance Amit Thakkar introduced Tim Matthew from PMI Financial Services. PMA Financial Services is the Village's approved investment and bond advisors. Mr. Matthew provided details regarding IPRIME's investment mix and portfolio summary. Mr. Matthew added that Standard and Poor's has assigned a triple A (AAA) rating to the IPRIME fund and contains a product mix that is conservative and secure. The Village's cash reserves will remain liquid.

Mr. Thakkar and Mr. Matthew responded to questions from the Village Board:

- The IPRIME fund has no relation to the investment fund that failed several years ago
- The fund rating is evaluated approximately every two weeks

- The current rate of interest is .18%; current cash investment rate is 0.05%
- IPRIME fund is a diversified fund

Motion to approve as presented.

Motion by Paul Hoefert, second by Michael A Zadel.

Yea: Colleen E Saccotelli, Eleni Hatzis, Michael A Zadel, Paul Hoefert, Richard F Rogers, William A Grossi

Final Resolution: Motion Passed

8 NEW BUSINESS

8.1 None

9 VILLAGE MANAGER'S REPORT

9.1 As Submitted

Village Manager Michael Cassady stated next week's Committee of the Whole meeting will be a joint meeting of the Village Board and Finance Commission to discuss the Second Quarter Financial Review, the 2021-2025 Community Investment Plan and Redundant Water Supply.

10 ANY OTHER BUSINESS

Mayor Juracek announced that in lieu of Coffee with Council, the dedication of the Busse Pocket Park will take place Saturday, August 8 at 9:00 a.m., across from Village Hall. Residents are welcome to attend. All those in attendance will be expected to practice COVID-safety protocols.

Trustee Hoefert appreciated the update on recreational cannabis provided by staff and requested the board consider a non-binding referendum for November's ballot to measure the will of our residents. The deadline to do this is August 17, 2020.

Under the advisement of Village attorney Lance Malina, the Village can consider this at a Special Meeting next week to meet the referendum deadline.

Trustee Zadel suggested, as an alternative to the referendum, the Village revisit the recreational cannabis ordinance for a direct vote on this in the future. Village Manager Michael Cassady stated a discussion regarding the ordinance will take place, if appropriate, at the regular meeting of the Village Board on August 18.

11 ADJOURNMENT

There being no further business to discuss, Mayor Juracek asked for a motion to adjourn. Trustee Hoefert, seconded by Trustee Rogers, moved to adjourn the meeting. By unanimous vote, the August 4, 2020 meeting of the Village Board adjourned at 7:45 PM.

Respectfully submitted,

Karen M. Agoranos
Village Clerk



Item Cover Page

Subject

ACCOLADES

Firefighter/Paramedic Kevin Swat recognized for MABAS (Mutual Aid Box Alarm System) Swift Water Rescue Team deployment in the summer of 2019

Fire Department Promotions

Todd Novak as Battalion Chief

Jon Schram as Lieutenant

Meeting

August 18, 2020 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD -

Fiscal Impact

false

Dollar Amount

Budget Source

Category

MAYORS REPORT

Type

Information Item

Information

Alternatives

Staff Recommendation

ATTACHMENTS:



Item Cover Page

Subject **List of Bills - July 29, 2020 to August 11, 2020 - \$1,995,192.49**

Meeting August 18, 2020 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD -

Fiscal Impact

Dollar Amount

Budget Source

Category **CONSENT AGENDA**

Type Consent

Information

Attached is the List of Bills for August 11, 2020 - \$1,995,192.49

Alternatives

- a) Approve the List of Bills for August 11, 2020 - \$1,995,192.49
- b) Action at the discretion of the Board.

Staff Recommendation

Approve the List of Bills for July 29, 2020 to August 11, 2020 - \$1,995,192.49

ATTACHMENTS:

[List of Bills - August 11, 2020.pdf](#)

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
001	General Fund		
	3B Group LLC	Grounds Maintenance Supplies	\$ 490.00
	A to Z Electric Co	Refund Permit Fee RB20-001276 (1903 Bonita)	100.00
	ACS State & Local Government Solutions	Illinois State Disbursement Unit	4,165.89
	Addison Building Material Co.	Streetlight Supplies and Materials	161.30
	Aero Removals-Trisons Inc	Remains removal services - June 2020	700.00
	Air One Equipment, Inc.	Parenti Helmet	182.50
		Extrication and Firefighting Gloves	996.00
		Extrication and Firefighting Gloves	336.00
		New Battalion Chief Fronts	174.00
	Allscape, Inc.	Grounds Maintenance Services	2,037.17
		Grounds Maintenance Services	2,037.17
	Alvarez, Inc.	Grounds Maintenance Services	575.47
	Amazon Capital Services	Reference binders for Records	443.06
		Wall clock and batteries	31.78
		Plantronics Hook Switch	22.80
		Office Supplies - July 2020	49.60
		Office Supplies	49.69
		6 pack of spray bottles	11.99
		Computer equipment accessory	273.96
		Thermometer	49.99
		Credit memo as token of goodwill	(13.60)
		Office Supplies	69.93
		Webcam & Microphone for paramedic training	49.66
		Office Supplies	135.27
		4 shower curtains for St. 12	43.96
		USB Flash drives	169.90
		Plantronics Hook Switch	19.85
	American Landscaping Inc.	Grass Cutting - 109 N. Lancaster	2,350.00
	Arlington Heights Ford	Other supplies for new P-38	385.00
	Arthur Clesen, Inc.	Forestry Equipment And Supplies	60.00
	Axon Enterprise, Inc.	Taser cartridges	1,987.50
	Banner Sales and Consulting, Inc.	Forestry Equipment And Supplies	440.00
	Blue Cross Blue Shield of Illinois	Refund Ambulance Service - Winger 4/18/20	1,393.20
	Bound Tree Medical, LLC.	Gloves & thermometers	492.64
	Cardno, Inc.	Grounds Maintenance Services	795.78
	Case Lots, Inc.	Custodial Supplies	1,868.36
	CDW LLC	Cisco Account Adjustment	(5,312.00)
		CheckPoint Firewall Renewal 10/17/20 - 10/17/21	17,080.00
		Carbon Black Antivirus Renewal 7/6/20 - 7/6/21	10,024.03
		Office Supplies	13.56
		iPad Pro, Magic Keyboard, Warranty	393.02
		iPad Pro, Magic Keyboard, Warranty	1,405.10
		iPad Pro, Magic Keyboard, Warranty	160.74
		Veritas Enterprise Vault - Email Archive 7/16/20 - 7/16/21	13,786.05
	CIT Bank, N.A.	Equipment Lease	388.79
	Clifford-Wald & Co., Inc. - A KIP Company	Equipment Maintenance	65.00
		Engineering Supplies And Materials	266.28
	Comcast	Cable 7/18/20 - 8/17/20	45.43
	Cook County Government	2019 Second Install Property Tax Bill (10 S Pine)	7,254.09
	Cook County Recorder of Deeds	Recording Fees 3/31/2020	528.00
	Cornerstone Partners Horticultural Services	Landscape Maintenance	17,679.03
	Corporate Identity Inc	CPU supplies	826.28
	Costar Realty Information, Inc.	July billing period 2020	783.75
	Crystal Court Shopping Center	September rent for the CCC	6,323.82
	Custom Installations	Refund Contractor License CL20-000340	200.00
	CVS Pharmacy, Inc.	Prisoner medication: #20-4048	21.04
	Des Plaines Material & Supply	Inlet / Catch Basin Supplies Helena structures	610.80
	Eckert, Lisa	Newsletter and print design	2,230.00
		Newsletter and print design	2,330.00
		Newsletter and print design	975.00
	Elite K-9 Inc	K-9 Unit supplies	14.82

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
001	General Fund (continued)		
	Emergency Medical Products	Microdot solutions, forceps, mega mover chairs	357.35
	Emergency Responder Products, LLC	Radio holders and straps	196.34
	Enterprise Community Partners Inc	Assessment of Fair Housing Jan – July 2020	423.07
	Experian	Background checks - July 2020	77.00
	Fire Pension Fund	Fire Pension	27,296.42
	Flink Company	Salt Spreader Parts And Supplies	522.32
	Furr, Bryan	Reimburse expenses: Food for K-9 Alex	115.00
	Garvey's Office Products	50Qty- Clorox Healthcare Hydrogen Peroxide Disinfection Wipes	460.13
		Office Supplies	26.19
	General Medical Devices, Inc.	Replacement AED pads	244.62
	Gordon Flesch Company, Inc.	Quarterly Lease M120454	4,504.77
		GF Monthly Lease Extension	1,529.77
	Healy Asphalt Company LLC	Patching Materials	333.94
		Patching Materials	121.84
		Patching Materials	133.64
		Patching Materials	525.40
		Patching Materials	28.32
		Patching Materials	40.42
		Patching Materials	118.30
		Patching Materials	57.23
	Hi-Line Acquisition Company, LLC	Custodial Supplies - Electrical gloves	563.52
	Home Depot U.S.A., Inc.	Statement - 06/22/20 - 07/21/20	126.91
	ICMA Retirement Trust - 401	ICMA 401(A)	1,757.82
	ICMA Retirement Trust - 457	ICMA 457	34,635.22
	Illinois American Water Company	Water Service 2000 Kensington 8/1/20 - 8/31/20	43.96
	Illinois City Management	ILCMA membership	526.25
	Illinois Department of Revenue	IL State Withholding	97.58
		IL State Withholding	41,308.90
	Illinois State Toll Hwy Authority	Chicago Skyway tolls 04/01-06/30/20	345.54
	IMRF	IMRF EFT July 2020	181,279.64
		Voluntary Adj / Correction 1EE	131.49
	Internal Revenue Service	Federal Withholding	348.86
		Federal Withholding	182,686.47
	International Assoc for Property & Evidence, Inc.	Course registration	395.00
		Registration for class	370.00
	International Union of Operating Engineers	IUOE PW Membership Dues	1,356.36
	Ipjian, Allen	Refund Permit Fee RB20-000640 (617 N Pine)	25.00
	JD Pro Electric	Refund Permit Fee RB20-000148 (917 S Maple)	200.00
	Journal & Topics Newspapers	PZ12-20 legal posting July 2020	171.57
		PZ 13-20 Public Legal Notice July 2020	171.57
		PZ 14-20 Public Legal Notice July 2020	153.51
	KnowBe4, Inc.	Security Awareness Training 10/15/20 - 10/14/21	3,901.50
	Kramer Tree Specialists	Spraying services	141.25
	LAFORCE, INC.	Other Supplies	87.00
	Landscape Concepts Management Inc	Tree Removals	7,531.30
	Laner Muchin, LTD	June legal billing	2,210.18
	LexisNexis Risk Data Management Inc.	Background checks - July 2020	150.00
	Menard Inc.	Training Supplies	32.14
		Office Supplies	3.29
		Building Maintenance Repair Supplies - Sta 13	102.87
		Other Supplies	14.94
		Building Maintenance Repair Supplies	133.87
	Metro Federal Credit Union	MP Fire Local 4119 Dues	2,558.08
	Metropolitan Alliance - Police	MP Police Association Dues	1,430.00
	Michael Wagner & Sons, Inc.	Building Maintenance Repair Supplies - Sta 14	155.33
	Mid American Water of Wauconda, Inc.	Inlet / Catch Basin Supplies	924.00
	Midwest Groundcovers, LLC	Flowers and Shrubs	2,056.65
	Mobile Print Inc.	Investigation jackets	572.30
		Business cards	53.39
	Mobilear Inc	DOT Required Audiometric Testing	702.00
	Monahan Law Group, LLC	Telephonic legal consultation services	600.00

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
001	General Fund (continued)		
	Motorola Solutions, Inc.	CC Analytics subscription 01/2020 to 12/2020	4,059.60
	Mount Prospect Historical Soc.	2020 Budget Allocation - August 2020	4,166.66
	MX Utility Construction Inc	Fiber Optic Install VH/Library MX Utility	1,300.00
	Nationwide Mutual Insurance Company	Nationwide 457	13,811.16
	NICOR	1711 - 6-20 thru 7-19 meter - 3277674	38.89
		1713 - 6-20 thru 7-19 meter 3321904	38.89
		1709 - 6-20- thru 7-19 - meter 3157607	38.89
	Northeastern Ill. Pub. Safety Trng.	Instructor 1 - 08/08 - 08/14	350.00
		Instructor 1 - 08/08 - 08/14	350.00
		FAE 9/14 - 9/18	1,000.00
	Northshore University Healthsystem	Medical exam	75.00
		Medical exam	765.00
	Northwest Central 9-1-1 System	NWCDS Move Circuit Comcast Network Upgrade	4,200.00
	Northwest Electrical Supply	St #12 outlets for beds	115.68
	Office Depot, Inc.	Office Supplies	132.72
	Persino, Nina	Reimbursement for training - Salvation Army	20.00
	Pesche's Flower Shop	Forestry Equipment And Supplies	149.90
	Petty Cash	Police Petty Cash - 7/31/20	90.60
		Petty Cash - FD - July 2020	32.39
	Police Pension Fund	Police Pension	31,682.09
	Propac, Inc.	Patches and Stickers for Uniforms	960.64
	Ramel, Andrew	Safety Shoe Reimbursement	180.00
	Rentokil North America, Inc.	August pest control for the CCC - location 783798	50.92
		Spraying Services 509 Forest	110.00
		Spraying Services 200 N William	110.00
		Spraying Services 9 Marcella	110.00
		Spraying Services 904 Quince Ln	110.00
	Roger C. Merriman	Headsets and splitter	485.95
	RST Inc.	Safety shoe purchase	127.49
	Russo Hardware, Inc.	Forestry Equipment And Supplies	317.87
	Schroeder & Schroeder Inc	Sidewalk Replacement	18,020.97
	Secretary of State	Notary Public Fee	10.00
	Severino, Colette	Refund Police Ticket P3970915	30.00
	Sherrill Inc.	Forestry Equipment And Supplies	399.90
		Forestry Equipment And Supplies	419.90
	Standard Equipment Company	Broom segments for Leaf and Trackless machines	353.74
	Staples Contract & Commercial, Inc.	Office Supplies	748.27
	State of Illinois	ICN Primary Internet 6/1/20 - 6/30/20	760.00
	Street Cop Training	Course registration	249.00
	Symbolarts, LLC.	Dept. challenge coins	4,681.25
	Teletech Electric Inc	Refund Permit Fee RB20-001302 (502 Busse)	100.00
	Terrace Supply Company	Oxygen	214.42
	TFK Inc	Refund F&B Tax June 2020 overpayment	68.00
	Thompson Elevator Inspections	4 Semi annual elevator inspections July 2020	148.00
	TKB Associates, Inc.	Conversion of Microfilm to Laserfiche	6,705.68
		Conversion of Microfilm to Laserfiche, batch 5	2,658.90
	TransUnion Risk and Alternative Data Solutions Inc	Background checks - July 2020	227.00
	Uline Inc.	Custodial Supplies	549.76
		ET supplies & building supplies	476.36
		Equipment maintenance supplies	72.55
	United Parcel Service	Miscellaneous shipping charges	10.62
	Verizon Wireless Services LLC	Cellular Service & Equipment Charges 6/20/20-7/19/20	9,892.14
	Village of Buffalo Grove	500 Isolation Gowns	2,275.00
	Village of Mount Prospect	Flex - Medical	10,199.21
		Fringe Benefit - Auto	282.05
	Warehouse Direct	Hand sanitizer	383.90
		Office Supplies	162.28
		Office Supplies	19.38
		Batteries and Paper	286.62
		Binders & Dividers for Ambulance Reference Guides	139.68
	Wicklender-Zulawski & Associates Inc	Course registration Level 1 - Interview & Interrogation Technique	2,220.00

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
001 General Fund (continued)			
	Wicklender-Zulawski & Associates Inc (continued)	Course registration Level 1 - Interview & Interrogation Technique	2,220.00
		Course registration Level 1 - Interview & Interrogation Technique	1,605.00
	Wisconsin Department of Revenue	WI State Withholding	574.49
	Zac, Rebecca	Reimburse training expenses	24.00
	Zeymart LLC	Refund F&B Tax June 2020	131.24
001 General Fund Total			\$ 740,695.43
020 Capital Improvement Fund			
	CDW LLC	PD & FD Printers and small MFPs	\$ 1,162.06
	Nicholas and Associates	Maple Street Parking Deck Construction	21,250.47
	Thomas Buckley Architect Inc	Design for exterior deck replacement at 10 S Pine	2,000.00
020 Capital Improvement Fund Total			\$ 24,412.53
023 Street Improvement Construction Fund			
	Mathew, Achen	Sidewalk Square Reimb 208 Eric	\$ 375.00
023 Street Improvement Construction Fund Total			\$ 375.00
024 Flood Control Construction Fund			
	Cardno, Inc.	Grounds Maintenance Services	\$ 1,250.99
	Maxx Contractors Corp	Storm Sewer Repair Services	1,885.44
024 Flood Control Construction Fund Total			\$ 3,136.43
025 Police & Fire Building Construction			
	Business Office Systems, Inc.	New FD White boards	\$ 2,723.37
	Camosy Incorporated	New PD Contractor payout July 2020	130,206.00
	FGM Architects Inc.	New PD Architect services May June 2020	290.00
	G & J Associates, Inc.	New sign for the building: Safe haven sign	64.60
025 Police & Fire Building Construction Total			\$ 133,283.97
040 Refuse Disposal Fund			
	ICMA Retirement Trust - 457	ICMA 457	\$ 115.12
	Illinois Department of Revenue	IL State Withholding	435.91
	IMRF	IMRF EFT July 2020	3,925.62
	Internal Revenue Service	Federal Withholding	2,667.94
	International Union of Operating Engineers	IUOE PW Membership Dues	122.38
	McMaster-Carr Supply Co	Leaf Machines Parts And Supplies	222.26
	Nationwide Mutual Insurance Company	Nationwide 457	280.82
	Standard Equipment Company	Broom segments for Leaf and Trackless machines	1,214.26
	United States Postal Service	CAPS Postage - July 2020	3,769.08
	Village of Mount Prospect	Flex - Medical	228.33
	Zarnoth Brush Works, Inc.	Street sweeping side brooms	1,843.20
040 Refuse Disposal Fund Total			\$ 14,824.92
041 Motor Fuel Tax Fund			
	ASTI Sawing Inc	Sidewalk Maintenance	\$ 19,493.00
	Preform Traffic Control Systems, LTD.	Pavement Marking Services	69,813.81
	Schroeder & Schroeder Inc	Sidewalk Replacement	2,658.83
041 Motor Fuel Tax Fund Total			\$ 91,965.64
046 Foreign Fire Tax Board Fund			
	Comcast	2000 E Kensington Rd Service 8/1/20-8/31/20	\$ 93.46
046 Foreign Fire Tax Board Fund Total			\$ 93.46

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
049 Prospect and Main TIF District			
	Cook County Government	2019 Second Install Property Tax Bill (215 Prospect)	\$ 4,527.07
		2019 Second Install Property Tax Bill (22 E Busse)	491.73
		2019 Second Install Property Tax Bill (32 W Busse)	367.01
	Illinois Tax Increment Assoc.	Annual membership dues 7/1/20 - 6/30/21	1,200.00
	Nicholas and Associates	Maple Street Parking Deck Construction	706,505.31
049 Prospect and Main TIF District Total			\$ 713,091.12
050 Water and Sewer Fund			
	Alexander Chemical	Water System Treatment Chemicals	\$ 28.95
	Alvarez, Inc.	Grounds Maintenance Services	4,613.61
	B&W Control Systems Integration, L.L.C.	SCADA Control System Maintenance	282.63
		SCADA Control System Maintenance	2,597.27
	Backflow Solutions Inc	Backflow Program Services	400.00
	Badger Meter Inc	Water meter Endpoint Fees	1,569.72
	Baxter & Woodman, Inc.	Sewer system Lift Station rehab	1,072.50
		Professional Services	4,595.00
		Sanitary sewer Lining project construction observator	6,225.00
	Cornerstone Partners Horticultural Services	Landscape Maintenance	3,828.30
	Feeney, Sean	Safety shoe purchase	82.50
	G&L Contractors, Inc.	Haul/Restoration Materials	22,529.54
	Garvey's Office Products	Office Supplies for meter shop	13.78
	Gordon Flesch Company, Inc.	Quarterly Lease M120454	588.81
	Graybar Electric Co.	Citel Surge protectors	459.44
	HBK Water Meter Service	2020 Water Meter/Bldg Inspection Services	2,174.91
		2020 Water Meter/Bldg Inspection Services	766.00
	Healy Asphalt Company LLC	Patching Materials	333.94
		Patching Materials	121.83
		Patching Materials	133.63
		Patching Materials	525.39
		Patching Materials	28.32
		Patching Materials	40.41
		Patching Materials	118.29
		Patching Materials	57.23
	ICMA Retirement Trust - 457	ICMA 457	1,030.59
	Illinois Department of Revenue	IL State Withholding	3,552.40
	IMRF	IMRF EFT July 2020	27,255.37
	Internal Revenue Service	Federal Withholding	20,282.44
	International Union of Operating Engineers	IUOE PW Membership Dues	1,301.06
	JJS Global Ventures Inc	Equipment Maintenance	1,040.00
	Maxx Contractors Corp	Storm Sewer Repair Services	2,914.56
	Nationwide Mutual Insurance Company	Nationwide 457	1,038.01
	NICOR	Natural Gas - 1 W WaPella - 06/21-07/20/20	121.98
		Natural Gas - 117 N Waverly - 06/20-07/20/20	120.53
		Natural Gas - 112 E Highland -06/21-7/21/20	120.55
	Ozinga Materials, Inc.	Restoration Materials	870.50
	PCM Sales, Inc.	Battery back up for SCADA	914.94
	Robinson Engineering, Ltd.	Design and construction 2019 Water Main replacement	1,897.50
	RST Inc.	Safety shoe purchase	180.00
	Schroeder & Schroeder Inc	Sidewalk Replacement	8,862.78
	State Industrial Products Corporation	Sanitary FOG program	515.00
	Suburban Laboratories, Inc.	Water Sample Testing	1,048.00
	United States Postal Service	CAPS Postage - July 2020	4,473.09
	Verizon Wireless Services LLC	Cellular Service & Equipment Charges 6/20/20-7/19/20	1,012.22
	Village of Mount Prospect	Flex - Medical	627.53
	W. W. Grainger, Inc.	Filters for pumping stations MCC's	177.12
	Ziebell Water Service Products	Valve Repair Parts And Supplies	72.00
		Water System Treatment Chemicals	393.00
050 Water and Sewer Fund Total			\$ 133,008.17

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
051 Village Parking System Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit	\$ 23.96
	DeMarr Sealcoating Inc	Seal coating Services	1,675.00
	ICMA Retirement Trust - 457	ICMA 457	3.63
	Illinois Department of Revenue	IL State Withholding	25.23
	IMRF	IMRF EFT July 2020	191.89
	Internal Revenue Service	Federal Withholding	147.71
	International Union of Operating Engineers	IUOE PW Membership Dues	9.00
	Nationwide Mutual Insurance Company	Nationwide 457	5.48
	Preform Traffic Control Systems, LTD.	Pavement Marking Services	3,980.41
	Village of Mount Prospect	Flex - Medical	0.42
	051 Village Parking System Fund Total		\$ 6,062.73
052 Parking System Revenue Fund			
	ACS State & Local Government Solutions	Illinois State Disbursement Unit	\$ 24.06
	ICMA Retirement Trust - 457	ICMA 457	3.61
	Illinois Department of Revenue	IL State Withholding	25.35
	IMRF	IMRF EFT July 2020	192.30
	Internal Revenue Service	Federal Withholding	148.13
	International Union of Operating Engineers	IUOE PW Membership Dues	9.04
	Nationwide Mutual Insurance Company	Nationwide 457	5.53
	Preform Traffic Control Systems, LTD.	Pavement Marking Services	2,605.22
	Village of Mount Prospect	Flex - Medical	0.41
	052 Parking System Revenue Fund Total		\$ 3,013.65
060 Vehicle Maintenance Fund			
	Advance Stores Company, Inc.	Parts and Supplies	\$ 25.02
	Arlington Heights Ford	Parts and Supplies	213.06
		Parts and Supplies	6.74
		Parts and Supplies	393.32
	Bamjak Inc	Parts and Supplies	177.30
		Parts and Supplies	215.54
		Parts and Supplies	26.55
		Parts and Supplies	335.66
		Parts and Supplies	130.68
		Parts and Supplies	10.99
		Parts and Supplies	19.79
	Chicago Parts & Sound LLC	Parts and Supplies	309.94
		Parts and Supplies	115.52
	ICMA Retirement Trust - 457	ICMA 457	607.54
	Illinois Department of Revenue	IL State Withholding	1,542.54
	IMRF	IMRF EFT July 2020	10,511.08
	Internal Revenue Service	Federal Withholding	8,673.32
	International Union of Operating Engineers	IUOE PW Membership Dues	590.69
	Just Tires	Equipment Maintenance	57.50
	Kaman Fluid Power LLC	Parts and Supplies	30.01
		Parts and Supplies	12.85
	MacQueen Equipment LLC	Parts and Supplies	143.64
		Parts and Supplies	49.40
		Parts and Supplies	51.03
	McMaster-Carr Supply Co	Parts and Supplies	446.79
		Parts and Supplies	14.84
		Parts and Supplies	(14.84)
	Nationwide Mutual Insurance Company	Nationwide 457	90.00
	Northwest Trucks, Inc.	Parts and Supplies	41.14
	Pomp's Tire Service, Inc.	Parts and Supplies	332.24
		Parts and Supplies	571.80
	Ronco Industrial Supply	Parts and Supplies	294.62
		Parts and Supplies	454.58
	Rush Truck Centers of Illinois, Inc.	Parts and Supplies	190.51

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
060 Vehicle Maintenance Fund (continued)			
	Rush Truck Centers of Illinois, Inc. (continued)	Parts and Supplies	40.64
		Parts and Supplies	37.72
		Parts and Supplies	9.34
		Parts and Supplies	965.72
		Parts and Supplies	162.92
		Parts and Supplies	37.72
	Tredroc Tire Services LLC	Parts and Supplies	273.16
	Verizon Wireless Services LLC	Cellular Service & Equipment Charges 6/20/20-7/19/20	258.99
	Village of Mount Prospect	Flex - Medical	311.08
	Waytek, Inc.	Equipment maintenance supplies	463.37
	Wholesale Direct Inc.	Parts and Supplies	278.54
		Parts and Supplies	376.76
		Emergency light bulbs	164.61
	Wickstrom Ford Lincoln Mercury	Parts and Supplies	85.88
		Parts and Supplies	484.88
060 Vehicle Maintenance Fund Total			\$ 30,622.72
061 Vehicle Replacement Fund			
	Kaman Fluid Power LLC	Vehicle Equipment, Supplies & Services	\$ 224.92
		Vehicle Equipment, Supplies & Services	232.78
		Vehicle Equipment, Supplies & Services	42.64
061 Vehicle Replacement Fund Total			\$ 500.34
062 Computer Replacement Fund			
	CDW LLC	Public Works Switches	\$ 13,323.72
		PD & FD Printers and small MFPs	1,944.85
	Heartland Business Systems, LLC	Phone Service Hardware and Implementation	1,749.67
062 Computer Replacement Fund Total			\$ 17,018.24
063 Risk Management Fund			
	International Union of Operating Engineers	PW Insurance Premiums - September 2020	\$ 68,700.00
	Mount Prospect Public Library	IMRF Health Insurance Deduction - Aug 2020	563.14
	Passi, Maureen	Refund Plumbing Inspection Fee 1715 Rusty Dr	250.00
	Ricker, Jeffrey	PSEBA Reimbursement 7/1/20 - 7/31/20	450.00
063 Risk Management Fund Total			\$ 69,963.14
073 Escrow Deposit Fund			
	A to Z Electric Co	Refund Escrow Permit #RB201276 (1903 Bonita)	\$ 100.00
	ABC Plumbing Heating Cooling	Refund Escrow Permit #RB200864 (2021 Seneca)	100.00
	AGT Electric	Refund Escrow Deposit RB18-000467 (903 Greenfield)	100.00
	Alaimo, Michael	Refund Escrow Permit #RB200314 (304 Westgate)	100.00
	ARS of Illinois Plumbing & HVAC	Refund Escrow Permit #RB200141 (214 Stratton)	100.00
	Bielska, Katarzyna	Refund Escrow Permit #RB200849 (810 Owen)	100.00
	Black Diamond	Refund Escrow Permit #RB200041 (421 Russel)	100.00
	Blue Construction Corp	Refund Escrow Permit #RB200687 (802 Greenwood)	100.00
	Cangelosi, David	Refund Escrow Permit #RB200891 (1811 Thornwood)	100.00
	Capps Plumbing & Sewer	Refund Escrow Permit #CB190287 (2000 Algonquin)	125.00
	Chwala, Wojciech	Refund Escrow Permit #RB200703 (1102 Meadow)	100.00
	Cielinski, William	Refund Escrow Permit #RB200835 (101 Hatlen)	100.00
	Comsa, Gheorghe	Refund Escrow Permit #RB180346 (1113 Sprucewood)	100.00
	Cunningham, Terrence	Refund Escrow Permit #RB200633 (1 Berkshire)	100.00
	Davis, Brooke	Refund Escrow Permit #RB200610 (19 Wa Pella)	100.00
	De La Torre Concrete Inc	Refund Escrow Permit #RB201068 (200 Eastwood)	100.00
	Derbes, Ron	Refund Escrow Permit #RB200992 (905 Pecos)	100.00
	Digangi, Paul	Refund Escrow Permit #RB200542 (10 Debbie)	100.00
	Dreessen, Marie	Refund Escrow Permit #CB200099 (864 Northwest Hwy)	100.00
	Duane Blanton Plumbing & Sewer	Refund Escrow Permit #RB200142 (12 Hatlen)	100.00

VILLAGE OF MOUNT PROSPECT

List of Bills

July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
073	Escrow Deposit Fund (continued)		
	Dzierzanowski, Artur	Refund Escrow Permit #RB200620 (513 Main)	100.00
	Eikersgil, Natalia	Refund Escrow Permit #RB201100 (1427 Chestnut)	75.00
	Euro Plumbing	Refund Escrow Permit #CB190107 (1800 Knights Bridge)	125.00
	Fasolo Electrical LLC	Refund Escrow Permit #RB201306 (602 Wilshire)	100.00
	Fortis Ground Werks Inc	Refund Escrow Permit #CB190260 (303 Hawthorne)	200.00
	Frystak, Alice	Refund Escrow Permit #RB200641 (211 Hi Lusi)	100.00
	G.W. Thiel Inc	Refund Escrow Permit #RB201029 (420 Wa Pella)	100.00
	GB Sprinkler Systems Inc	Refund Escrow Permit #RB200293 (219 School)	200.00
	Geraci, Phillip	Refund Escrow Permit #RB200599 (1018 Lancaster)	500.00
	Gibala, Lucja	Refund Escrow Permit #RB201047 (1412 Hickory)	100.00
	Goad, Daniel	Refund Escrow Permit #RB201078 (1121 Crabtree)	50.00
	Hajduk, Kenneth	Refund Escrow Permit #RB201015 (513 Albert)	100.00
	Hatzis, Nick	Refund Escrow Permit #RB201142 (18 Wille)	100.00
	Herrera, Tamara	Refund Escrow Permit #RB200990 (609 Windsor)	100.00
	Ipjian, Allen	Refund Escrow Permit #RB200640 (617 Pine)	100.00
	Iuhas, Bogdan	Refund Escrow Permit #RB200823 (1804 Tano)	100.00
		Refund Escrow Permit #RB200838 (1804 Tano)	100.00
	J&S Plumbing Inc	Refund Escrow Permit #RB200956 (307 George)	100.00
	JD Pro Electric	Refund Escrow Permit #RB200148 (917 S Maple)	100.00
	JRS Concrete Construction	Refund Escrow Permit #RB200974 (111 William)	100.00
	K&K Concrete	Refund Escrow Permit #CB200146 (1455 Picadilly)	200.00
	Kadzielawska, Paulina	Refund Escrow Permit #RB191484 (506 Sunset)	475.00
	Kessell, Dennis	Refund Escrow Permit #RB190993 (211 Kensington)	100.00
	Klippert, William	Refund Escrow Permit #RB201081 (225 Emerson)	100.00
	Lee, Seung	Refund Escrow Permit #RB191611 (1821 Palm)	100.00
	Lila, Frieda	Refund Escrow Permit #RB200859 (915 Elmhurst)	250.00
	Maher, John	Refund Escrow Permit #RB191420 (514 Wa Pella)	100.00
	Marks Tuckpointing & Remodeling Inc	Refund Escrow Permit #RB200477 (1763 Algonquin)	100.00
		Refund Escrow Permit #RB200478 (1767 Algonquin)	100.00
		Refund Escrow Permit #RB200479 (1769 Algonquin)	100.00
		Refund Escrow Permit #RB200481 (1773 Algonquin)	100.00
		Refund Escrow Permit #RB200482 (1775 Algonquin)	100.00
		Refund Escrow Permit #RB200483 (1777 Algonquin)	100.00
		Refund Escrow Permit #RB200484 (1779 Algonquin)	100.00
		Refund Escrow Permit #RB200486 (1783 Algonquin)	100.00
		Refund Escrow Permit #RB200487 (1791 Algonquin)	100.00
		Refund Escrow Permit #RB200488 (1795 Algonquin)	100.00
	Matteucci, Tom	Refund Escrow Permit #RB200509 (920 Pecos)	100.00
	MD Landscaping & Design Inc	Refund Escrow Permit #RB200613 (128 Stratton)	100.00
	MMI Electric	Refund Escrow Permit #RB201264 (405 Crestwood)	100.00
	Parker & Company	Refund Escrow Permit #RB191827 (503 Council)	250.00
	Perfect Lawn & Snow Removal Inc	Refund Escrow Permit #RB200968 (313 Marcella)	100.00
	Perma Seal Basement Systems	Refund Escrow Permit #RB200100 (703 Cathy)	100.00
	PMJ Contracting	Refund Escrow Permit #RB190927 (405 Na Wa Ta)	450.00
	Ricks Sewer & Drain	Refund Escrow Permit #RB201120 (419 Main)	100.00
	RJ Concrete Inc	Refund Escrow Permit #RB200731 (749 Whitegate)	100.00
	Roy R Erickson LLC	Refund Escrow Permit #RB191828 (408 Elm)	100.00
	Ruffolo, Tony	Refund Escrow Permit #RB200397 (1800 Rusty)	500.00
	Rush, Gerald	Refund Escrow Permit #RB200780 (608 Carol)	100.00
	S&S Electrical Services Inc	Refund Escrow Permit #RB201161 (1414 Redwood)	100.00
	Shah, Amit	Refund Escrow Permit #RB200697 (1486 Dearborn)	100.00
	Skor Construction Inc	Refund Escrow Permit #RB200156 (1108 Lincoln)	100.00
	Slesicki, Eleanor	Refund Escrow Permit #RB200970 (814 William)	100.00
	Smithe, Gary	Refund Escrow Permit #RB200545 (1213 Robin)	100.00
	Sun Badger Solar LLC	Refund Escrow Permit #RB200398 (304 Albert)	100.00
	Sunrun Installation Services	Refund Escrow Permit #RB190933 (1836 Locust)	100.00
		Refund Escrow Permit #RB200061 (106 Can Dota)	100.00
	Szymanek, Krzysztof	Refund Escrow Permit #RB191618 (911 Albert)	250.00
	Tang, Alex	Refund Escrow Permit #CB190372 (1750 Golf)	350.00
	Teletech Electric Inc	Refund Escrow Permit #RB201302 (502 Busse)	100.00
	Third District Circuit Court	Bond Check Traffic 7/30/20	1,325.00

VILLAGE OF MOUNT PROSPECT
List of Bills
July 29, 2020 - August 11, 2020

Fund	Vendor Name	Invoice Description	Amount
073	Escrow Deposit Fund (continued)		
	Third District Circuit Court (continued)	Bond Check Traffic 8/6/20	100.00
	TMW Enterprises Paving & Maintenance	Refund Escrow Permit #RB200996 (302 Wa Pella)	100.00
	Victor, Vicky	Refund Escrow Permit #RB201021 (808 Owen)	100.00
	Viers, David	Refund Escrow Permit #RB200700 (1512 Thayer)	100.00
	V-Tek	Refund Escrow Permit #RB191454 (123 Emerson)	500.00
	Yoder, Nicolas	Refund Escrow Permit #RB200589 (110 Russel)	100.00
	Z3 Solutions	Refund Escrow Permit #CB200016 (1601 Feehanville)	300.00
073	Escrow Deposit Fund Total		\$ 13,125.00
Grand Total			<u>\$ 1,995,192.49</u>



Item Cover Page

Subject	Motion to waive public bidding and accept proposal for a new tower and microwave antenna link by Critical Technologies for the Public Works / Emergency Operations Center building at 1700/1720 W. Central Road, in an amount not to exceed \$55,951.50.
Meeting	August 18, 2020 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD -
Fiscal Impact	true
Dollar Amount	55951.50
Budget Source	Computer Replacement Fund
Category	CONSENT AGENDA
Type	Consent

Information

The Village is pursuing a project to network the Emergency Operation Center (EOC) & Public Works facilities at 1720 and 1700 W. Central Road via a wireless microwave link from the downtown water tower. Currently, the EOC & Public Works buildings are connected via fiber which travels through the 112 E. Northwest Highway former Public Safety building and Block 56/Chase Bank site. Due to the fiber being owned by Wide Open West (and not the Village) and the relocation of the Fire and Police, rerouting the existing fiber link is not a viable solution. The wireless solution being considered will require replacement of the existing antenna tower on the roof of Public Works.

The current tower is original to the building. The new 79 foot tower will be constructed in the existing spot and is approximately 40 feet taller to provide adequate line of sight for optimal up time. The antenna needs a clear line of sight from the building to the water tower, taking into account any buildings and topography in between. Additional details on the line of site and topography, demonstrating the need for the antenna height, is included in the attached Infrastructure Plan. The antennas are very reliable (meaning extremely low downtime) and are currently in use to connect both Fire Stations 12 & 14 to the Village network.

Staff is recommending the tower vendor, Critical Technologies, and to waive the bidding requirements due to the complexity of the project related to both procuring and installing a new tower, along with wireless antenna setup. Critical Technologies has performed work for the Village in the past and their work was performed satisfactorily. In addition, they have performed work similar in scale and scope to this project for other customers. The project timeline is also constrained; the EOC & Public Works wireless link needs to be completed before this winter due to Block 56 redevelopment and its resulting demolition of the now-vacant public safety building. The total cost of this project is not to exceed \$55,951.50 (10% contingency included) and also has minimal ongoing maintenance, making it an ideal solution to connect distanced facilities. The existing radio antennas on the existing tower will be relocated to the new tower as part of this project.

The design of this structure offers an antenna life expectancy of 8-10 years and a tower life expectancy of 20+ years. It was the Village's desire to install private underground fiber lines connecting this building to the Village network. However, this project has a significantly higher cost and lengthy timeline due to permitting through Illinois Department of Transportation and Union Pacific Railroad due to the construction locations. This antenna tower solution allows the Village to postpone private underground fiber installation (and associated cost) to future years, without loss of connectivity.

Please see attachments for technical details on the antennas and tower.

Alternatives

Accept proposal for a new tower and microwave antenna link at Public Works/EOC (1700 and 1720 W. Central Road) by Critical Technologies, in an amount not to exceed \$55,951.50.

1. Action at discretion of Village Board.

Staff Recommendation

Staff recommends approval in order to safely and effectively maintain a network connection to the Public Works and EOC facilities.

ATTACHMENTS:

[Infrastructure Plan - PW Roof Tower 80ft to Mount Prospect Water Tower.pdf](#)

[Estimate and BOM.pdf](#)

[Rooftop Cable Entry System.jpg](#)

[VoMP Roof Cable Entry Recommendations.JPG](#)

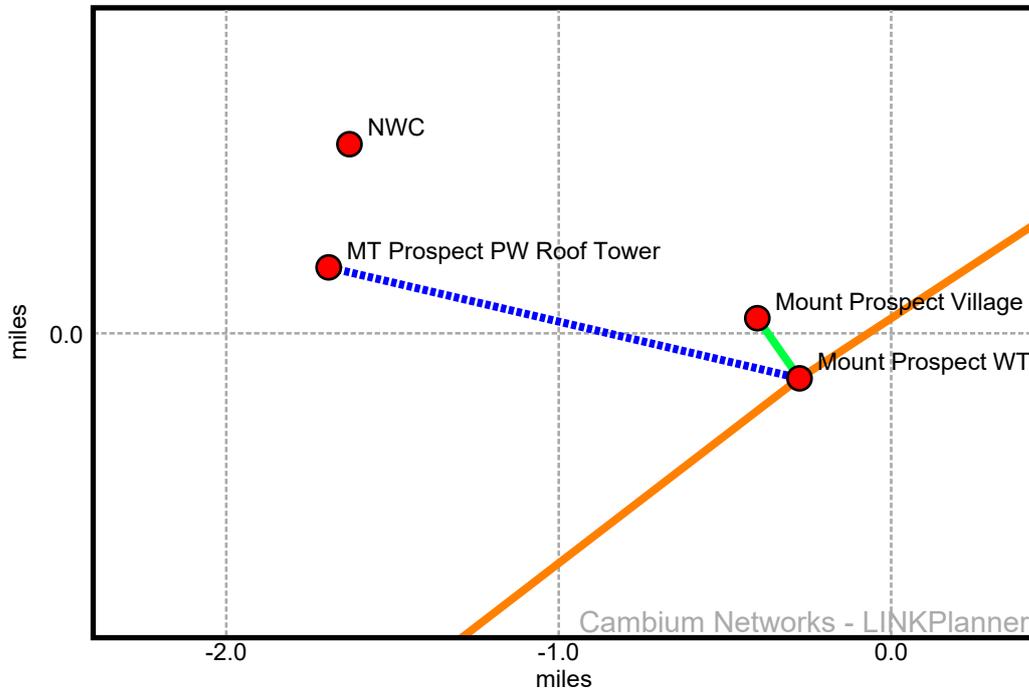
Village of Mount Prospect Microwave Communication Infrastructure Plan Rev 8 - 2020 Elevated tank to Public Works Facility

13 July 2020

Donald Peters
Organization: The CTSi Group
Phone: 630-737-1082
Email: dpeters@thinkcritical.com



center = 42.06444N 087.92828W



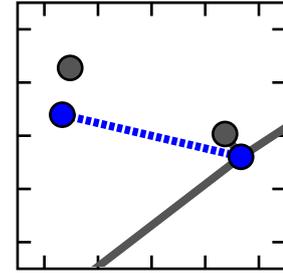
Project Summary

Project: LinkPlanner Rev 8 - 2020

General Information	
Customer Name	Village of Mount Prospect Rev .7 - 2020
Company Name	The CTSi Group
Address	1247 Warren Avenue Downers Grove, Illinois 60515
Phone	(630) 737-1082
Cell Phone	
Email	dpeters@thinkcritical.com



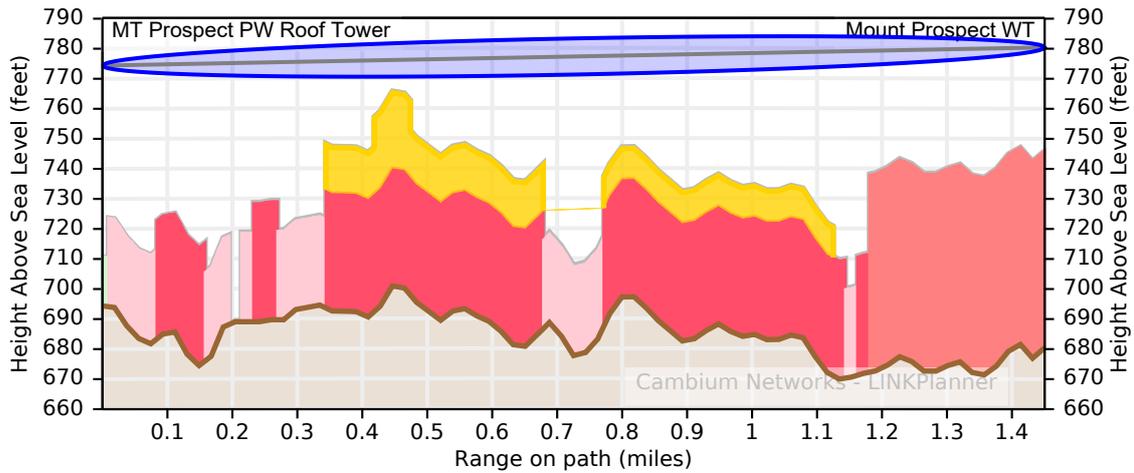
PROPOSED --- MT Prospect PW Roof Tower 80 to Mount Prospect WT



Equipment: Cambium Networks PTP18820S (Narrow) - 1+0

Cambium Networks 1ft Single Pol (Global)
N180082D031 - Direct @ 80 ft

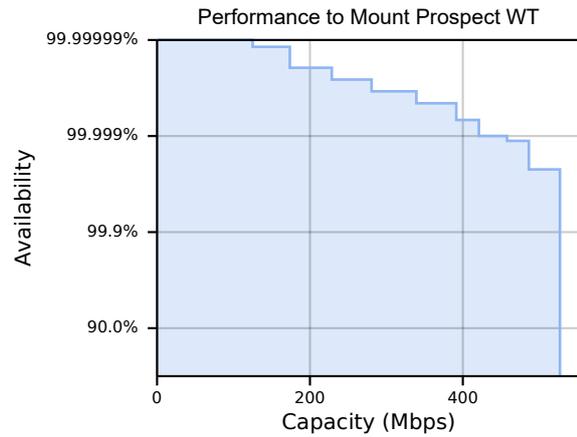
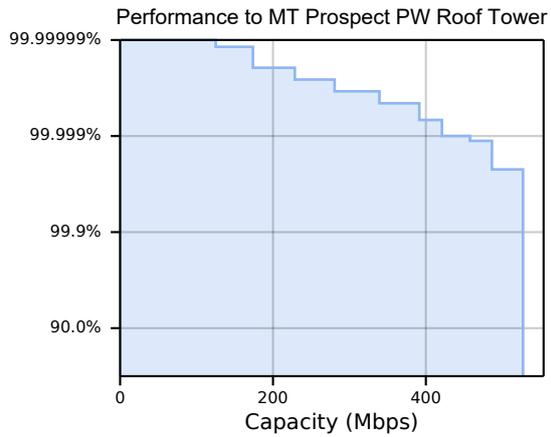
Cambium Networks 1ft Single Pol (Global)
N180082D031 - Direct @ 100 ft



	Performance to MT Prospect PW Roof Tower	Performance to Mount Prospect WT
Mean IP	527.06 Mbps	527.06 Mbps
IP Availability	100.0000 % for 150.0 Mbps	100.0000 % for 150.0 Mbps

Link Summary			
Link Length	1.450 mi.	System Gain Margin	48.76 dB
Band	18 GHz	Mean Aggregate Data Rate	1054.11 Mbps
Regulation	FCC	Annual Link Availability	100.0000 %
Modulation	Adaptive	Annual Link Unavailability	0 secs/year
Bandwidth	80 MHz	Frame Size	1518 Bytes
Total Path Loss	125.44 dB	Prediction Model	Vigants-Barnett
System Gain	174.20 dB		

Performance Charts



Climatic Factors, Losses and Standards

Terrain Roughness	20.00 feet	Excess Path Loss	0.00 dB
Climatic Factor	1.5	Annual 2-way Availability	100.0000 %
C Factor	4.94	Annual 2-way Unavailability	0 secs/year
Temperature	48.3° F	Rain Availability	100.0000 %
Value of K Exceeded for 99.99% (ke)	0.40	Rain Unavailability	0 secs/year
Excess Path Loss at ke	0.00 dB	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
0.01% Rain rate	41.01 mm/hr	Diffraction Loss	ITU-R P.526-14
Free Space Path Loss	125.25 dB	Propagation	Vigants-Barnett
Gaseous Absorption Loss	0.19 dB	Rain Rate	ITU-R P.837-5
Profile Type	Line-of-Sight	Refractivity Index	ITU-R P.453-9



1247 Warren Avenue
Downers Grove, IL 60515

Estimate

Date	Estimate #
8/7/2020	3182511

Name / Address
Village of Mount Prospect Accounts Payable 50 S. Emerson Street Mount Prospect, IL 60056

Description	Qty	Cost	Total
<p>Elevated Tower Services - Removal of antennas and transmission lines from existing rooftop tower at Village of Mount Prospect Public Works Facility. Decommissioning and removal of 39' tower and 3 x guy lines from roof. Installation of new 79' Rohn 45G tower, tower base plate and guy lines as per Rohn specification. Existing guy anchors to be reused if possible.</p> <p>Installation of side arm assembly for Rohn 45G antenna. Removal and installation of existing 5 antennas at current installed elevations. Cable shall be protected during this process however client accepts that replacement may become required and will be billed outside of this agreement.</p> <p>Installation of 2 x Rooftop Cable Entry Enclosures, EDPM cable boots, cable entry cushions, #6 THHN ground wire, #6 dual mechanical ground lugs, #2 solid ground system exothermic interconnect.</p> <p>*** Process with require openings to be created in the existing rooftop material. Client is responsible to contract with a licensed roofing provider repair and restore roof seal. ***</p>		26,735.00	26,735.00
This estimate shall be good for a period of 60 days unless otherwise noted.		Total	

Signed and Accepted:

Date: _____



Estimate

1247 Warren Avenue
Downers Grove, IL 60515

Date	Estimate #
8/7/2020	3182511

Name / Address
Village of Mount Prospect Accounts Payable 50 S. Emerson Street Mount Prospect, IL 60056

Description	Qty	Cost	Total
<p>Microwave Communications Circuit - FCC Licensed microwave solution 1 + Gbps bandwidth</p> <p>Installation of 18 GHz low latency PTP microwave solution between elevated tank and Public Works facility. Includes unmanaged network switching appliance and interconnection at elevated tank (within existing NEMA enclosure) to microwave link to Village Hall. Includes cabling at Public Works to nearest IDF, free air run. Estimate includes 2 x CAT5E STP full screen cables, 2 x 1' high performance PD antenna, 2 x Cambium PTP820s ODU, 2 x GSS lightning protection units, 4 x grounding kits and 2 x 120VAC PSUs. Client to provide physical access, 120 VAC service and grounding system access at both sites. This estimate is exclusive of any structural engineering, application fees, permitting or inspections if required by the Village.</p> <p>Link Details: FCC 18 GHz - 1.054 Gbps aggregate - 99.999% uptime</p> <p>LFC (Frequency Coordination) and FCC Filing Services, full testing, documentation and install labor included.</p> <p>Anticipated Bill of Materials:</p> <ul style="list-style-type: none"> 2 x FCC LFC Site fee 1 x FCC LFC Link Protection - 5 Years 2 x Cambium PTP820s ODU 2 x Cambium 500M Capacity Key 2 x Cambium Andrew Par. Dish High Performance / NM Interface 18GHz 2 x Cambium Surge Suppression Unit 2 x Polyphaser ALPU F140 4 x Cambium Glands Kit 6 x Cambium Grounding Kit 8 x Superior Essex Cat5e or Eqv. STP UV Full Screen cables 2 x Cambium PIDU AC 1 x 2.38" HD Mast 72" 2 x Andrew P2P Pipe Clamp Set 8 x Times Microwave Weather Sealing Kits 		24,130.00	24,130.00
Sales Tax		8.00%	0.00
This estimate shall be good for a period of 60 days unless otherwise noted.		Total	\$50,865.00

Signed and Accepted: _____

Date: _____







Item Cover Page

Subject	1st reading of AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR THE MAPLE STREET LOFTS DEVELOPMENT COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS
Meeting	August 18, 2020 - REGULAR MEETING OF THE MOUNT PROSPECT VILLAGE BOARD -
Fiscal Impact	true
Dollar Amount	\$1,512,896
Budget Source	Prospect and Main TIF and Sales Taxes generated by Angelo Caputo's Fresh Market
Category	NEW BUSINESS
Type	Action Item

Information

Nicholas and Associates (NA) continue to make steady progress on the construction of the Maple Street Lofts project at the southwest corner of Prospect Avenue and Maple Street. They are up to the fourth floor of Building A and have made significant progress on utility/site work for the remainder of the project. Staff has been working with NA for the past several months to recruit a grocery user to the project and to finalize key development details that would require an amendment to the existing Redevelopment Agreement (RDA).

Angelo Caputo's Fresh Markets (Caputo's)

Residents have historically ranked the desire to locate a grocery store in our downtown district as a top priority. Towards that goal, NA has been working with Caputo's for the past several months to have them locate in the entire 15,000 square feet of retail that is on the first floor of Building A. Caputo's has been in business in the Chicagoland area since 1958 and currently operates 7 full scale

groceries throughout the west and northwest suburbs. Their typical grocery size ranges from 60,000 to 100,000 square feet, so this proposal for a smaller neighborhood market would be a new concept for the company.

While Caputo's is very interested in rolling out their new concept in downtown Mount Prospect, structuring a market rate deal is infeasible given the dynamics of the grocery business and the cost of constructing the new retail space in a mixed-use building. Groceries that are located in typical shopping center space generally pay significantly less rent than other retailers in those centers. Landlords are willing to subsidize the grocer's rent because they serve as an anchor tenant that attracts other retailers that pay higher rents due to the foot traffic that the grocery generates. Given that they would occupy all of the MSL retail space, NA cannot afford to subsidize their rent as they have no other tenants to spread the cost onto. Therefore, NA is requesting that the Village provide financial assistance in the amount of \$1,512,896 to incentivize Caputo's to locate in the MSL project.

The proposed incentive package would be funded through three key sources. The Village would pay 1/3 of the cost of the grocery build out (NA and Caputo's would also each pay 1/3 of this cost). The Village's share of the build out (capital) costs is \$629,708, and would be paid for with \$300,000 in TIF funds at the time a certificate of occupancy is issued for Caputo's, as well as with TIF increment generated by the MSL project in the amount of \$329,708. The remaining \$883,188 of the incentive is for operating cost assistance and would be paid through sales taxes generated by Caputo's over the first ten years of operation (not to exceed the incentive amount). Caputo's would only receive these pay-as-you-go funds if they generate the revenue from their grocery operations.

While the incentive request is significant, it would enable the Village to locate an anchor retail tenant in the downtown district that would provide residents with a highly desired grocery use. Staff recommends that the Village Board support the requested incentive package. Attached is an analysis of NA's incentive request completed by SB Friedman Development Advisors that supports the proposal as presented, and notes that without financial assistance this project would be unlikely to occur in downtown Mount Prospect.

Staff researched what other local communities have offered grocery stores to locate in their municipalities and found several examples. Des Plaines gave

Mariano's \$875,000 to locate at the NE corner of Golf Rd. and Mount Prospect Rd that was funded by a 50%/50% split of sales taxes generated by the store. Prospect Heights gave Ulta Foods/Tony's Fresh Market \$2.9 million of sales taxes over a 15 year term to locate on Rand Rd. Lombard also gave Mariano's a \$3 million sales tax incentive to construct a new store at the SE corner of Roosevelt Rd. and Finley Rd. Buffalo Grove recently agreed to provide a \$7 million sales tax package to Woodman's Food Market on Deerfield Parkway.

Other RDA Items

In addition to the proposed incentive request, the RDA will need to be amended to revise the project timeline (Exhibit M of the RDA) and to finalize utility and access easements on the property. NA has requested to modify the project timeline to extend the completion of the project by 12 – 18 months for Building D and the rowhome components of the project due to the impact that the pandemic has had on market demand. The easement documentation clarifies maintenance responsibilities for underground utilities and provides public access rights over the private roadways on the project.

Staff Recommendation: Staff recommends waiving the rule requiring two readings of an ordinance to approve the 3rd amendment to the Redevelopment Agreement for the Maple Street Lofts. The amendment will result in a high quality grocer in the downtown district and reconciles the construction schedule for delays due to the pandemic.

Alternatives

1. Approve the third amendment to the Maple Street Lofts' Redevelopment Agreement.
2. Discretion of the Village Board.

Staff Recommendation

Staff recommends that the Village Board approve the third amendment to the Maple Street Lofts' Redevelopment Agreement.

ATTACHMENTS:

[MSL Caputo Deal Review Memo - 2020_07_29.pdf](#)

[Revised_RDA_Exhibit_M_Construction_Commencement_and_Completion_Deadlines.pdf](#)

[Declaration_of_Cross_Easements_and_Cost_Sharing_Provisions.pdf](#)

[Third Amendment to RDA for Maple Street Lofts.pdf](#)

[Village of Mt Prospect_Community Development_Ordinance Authorizing Third Amendment to RDA_re_Mapl.pdf](#)

MEMO

To: Bill Cooney, Village of Mount Prospect
From: Geoff Dickinson, AICP, SB Friedman Development Advisors
(312) 384-2404, gdickinson@sbfriedman.com
Date: July 29, 2020

RE: Preliminary Financial Review – Maple Street Lofts – Caputo’s Request for Village Financial Support

SB Friedman Development Advisors (SB Friedman) was engaged by the Village of Mount Prospect (the “Village”) to assist the Village in evaluating and facilitating a responsible public private partnership to secure an Angelo Caputo’s Fresh Markets store (“Caputo’s”) in the Maple Street Lofts development (“MSL” or the “Greater Redevelopment”) in downtown Mount Prospect. SB Friedman previously supported the Village in conducting a preliminary financial review of the MSL project, a new construction mixed-use development.

Project Overview

MAPLE STREET LOFTS

MSL includes multifamily apartments, ground floor retail space, townhomes, a Village-owned parking deck, privately-owned structured parking spaces, and surface parking. MSL is being developed by Wingspan Development Group in partnership with Nicholas & Associates, Inc. (collectively, the “Developer”). The Developer is proposing a grocer use for all of the ground floor retail space in MSL, with Caputo’s as the tenant (the “Project”).

The Greater Redevelopment is located on the block bounded by East Prospect Street, South Maple Street and East Lincoln Street in downtown Mount Prospect (the “Site”). The Site is located in the Prospect and Main Tax Increment Financing (“TIF”) District. The TIF was established in 2017 and has multiple sources of revenue and obligations (e.g., redevelopment agreements, bonds).

The roughly \$100 million Greater Redevelopment is located on the approximately 6.5-acre Site and is part of the Village’s ongoing efforts to revitalize the downtown area. *The Village of Mount Prospect Downtown Implementation Plan, Volume 2: Vision & Implementation* (the “Plan”) adopted in 2013 provides a vision for key sites downtown. The Plan articulates a community desire and need for a grocery store downtown. The Site is located approximately one-block east of the Mount Prospect Metra Station and is a good location for higher-density, transit-orientated development (TOD). The Greater Redevelopment will likely enhance downtown Mount Prospect and the Project presents an opportunity to address the need and desire for a grocery store in downtown.

The Village in 2019 allocated TIF financial assistance to support the MSL project. The Village provided \$3 million to relocate prior property owners of a portion of the Site to another location in the Village and \$7 million for the construction of the new Village-owned parking garage. In addition, the Developer received a commitment from the Village to reimburse them with incremental property taxes for approximately \$2 million for stormwater infrastructure and detention to support the Greater Redevelopment. The Village TIF financial assistance for stormwater infrastructure for MSL was memorialized in a redevelopment agreement with the Developer dated April 9, 2019 (the “Redevelopment Agreement”). At the time of the Redevelopment Agreement, the Developer did not have specific retail tenants identified. The Developer began construction of MSL and has been marketing the retail space with a goal of attracting a grocery tenant.

The Developer identified and negotiated with Caputo's to be that grocery tenant (the "Tenant") and has now requested additional financial assistance from the Village in the form of TIF assistance.

Project Characteristics

The Project is located in Building A of MSL at the southeast corner of Maple Street and Prospect Avenue. The Tenant would occupy all 15,117 square feet (SF) of ground floor retail space in the mixed-use building. In addition to ground floor retail, the building contains 192 luxury apartment units on floors 2-7.

PROJECT SCHEDULE

Building A is currently under construction with first apartment occupancies anticipated in Spring 2021. The Developer is seeking to have the Caputo's open in Spring 2021 as well. According to the *Letter of Intent* between the Developer and Caputo's for the ground floor retail space dated May 26, 2020, the planned store opening/lease commencement date is May 1, 2021.

More information on the Greater Redevelopment can be found in SB Friedman's *Preliminary Financial Review – Maple Street Lofts* memo dated April 8, 2019.

ANGELO CAPUTO'S FRESH MARKETS

The Developer has identified Angelo Caputo's Fresh Markets as the grocery tenant for the approximately 15,000 SF of ground floor retail space. The location, visibility, accessibility, and available parking make this site attractive for a grocery store. Furthermore, clientele for the Tenant includes the Village as a whole, residents of MSL, and commuters using the nearby Metra stop.

Caputo's opened their first store more than 50 years ago in the Chicago suburbs and now has seven locations throughout the western suburbs. Across their seven stores, the company generates approximately \$137M in annual sales¹.

DEVELOPER'S REQUEST

The Developer requested TIF reimbursement assistance to offset buildout costs and to reduce the Tenant's rent for 10 years. In order to make the grocery aspect of MSL financially feasible, the Developer requested the following TIF assistance from the Village:

1. Capital Cost Assistance - \$680,085 at temporary certificate of occupancy (TCO) to fund a portion of the costs required to build out the Tenant space; and
2. Operating Cost Assistance - \$883,188.79 over ten years to reduce the rent to a level supportable by a downtown grocery store.

In sum, the Developer requested \$1,563,273.79 in Village financial support.

SB Friedman has reviewed the following materials to evaluate the public private partnership between the Village and the Developer:

From the Village:

- Overall TIF district financial model

¹ Dun & Bradstreet

From the Developer:

- Letter of Intent between the Developer and the Tenant for the MSL ground floor retail space
- Caputo's rent summary
- Building A site plan
- Caputo's renderings
- Financial update from June 17, 2020
 - Tenant improvement table
 - Projected gross rents table
 - Rent gap table
 - Documents from original TIF submittal
 - Sources and uses table
 - 10-year cash flow model
 - EAV analysis and projections

TENANT IMPROVEMENT CAPITAL COST BUDGET

The Project capital cost budget is \$1,889,125, approximately \$125/SF. As shown in **Figure 1**, the Developer proposed that the Tenant, Developer, and TIF will contribute toward capital costs.

Figure 1. Tenant Improvement Capital Cost Summary

Contributor	Contribution
Tenant	\$604,520
Developer	\$604,520
TIF	\$680,085
Total Tenant Capital Costs (\$125/SF)	\$1,889,125

Source: Nicholas & Associates, Inc., and Wingspan Development Group

As currently proposed by the Developer, the Developer and Tenant would each pay 32% (\$604,520) of the capital costs. Meanwhile, the Developer requested TIF assistance equal to 36% of the Capital Cost (\$680,085) from the Village.

OPERATING COST SUMMARY

The Developer requested approximately \$883,200 over ten years in annual TIF assistance to reduce the rent cost to Caputo's. The Developer is intending to enter into a ten-year lease with the Tenant, and the Developer requested ten years of Operating Cost support. As shown in **Figure 2**, the rent per SF that the Developer anticipates from the Tenant is significantly less than what is required for financial feasibility. The Tenant can afford \$7/SF of net rent Year 1, with a 3% escalation annually. The Developer needs \$12.50/SF in Year 1, approximately \$188,963. Therefore, the first year gap is approximately \$83,143, \$5.50/SF. The annual financial assistance from the Village to offset this rent gap is referred to in this memo as the "Operating Cost Assistance." For the ten years of Operating Cost Assistance and adjusting for inflation, the Developer is seeking approximately \$883,200.

Figure 2. Rent Gap Summary

Year	SF	Rent PSF	Tenant Rent PSF	Gap Rent PSF	TIF Support
1	15,117	\$12.50	\$7.00	\$5.50	\$83,143
2	15,117	\$12.78	\$7.21	\$5.57	\$84,276
3	15,117	\$13.08	\$7.43	\$5.65	\$85,417
4	15,117	\$13.38	\$7.65	\$5.73	\$86,564
5	15,117	\$13.68	\$7.88	\$5.80	\$87,717
6	15,117	\$13.99	\$8.11	\$5.88	\$88,876

7	15,117	\$14.31	\$8.36	\$5.96	\$90,040
8	15,117	\$14.64	\$8.61	\$6.03	\$91,209
9	15,117	\$14.98	\$8.87	\$6.11	\$92,383
10	15,117	\$15.32	\$9.13	\$6.19	\$93,560
Total TIF Support					\$883,189

Source: Nicholas & Associates, Inc., and Wingspan Development Group

TIF ELIGIBLE COSTS

The Village can only provide TIF financial assistance as a reimbursement for specific TIF-eligible costs as defined by state law. In the Redevelopment Agreement, the Village committed approximately \$2.2 million in TIF support for stormwater system improvements. For this Project, the Developer requested \$1.6 million in TIF support. In total, the Developer requested approximately \$3.8 million in TIF assistance from the Village for the MSL project. As shown in **Figure 3** below, there are approximately \$14.6 million in budgeted TIF eligible costs for the MSL project. Therefore, the MSL project appears to have sufficient TIF eligible costs for both the stormwater system improvements and the Project.

Per state law, the Village will need the Developer to prove that those costs have been incurred and paid before they can reimburse with TIF funds.

Figure 3. MSL Planned TIF Eligible Costs

Use	Cost
Hard Costs (site development)	\$2,650,532
Soft Costs	\$8,000,000
Finance & Interest	\$4,600,000
Total TIF Eligible Costs	\$14,650,532

Source: Nicholas & Associates, Inc., and Wingspan Development Group

TIF District Financial Condition

The Prospect and Main TIF District has supported multiple projects with TIF funding in recent years in the. The Village has developed a master financial model for the TIF district that includes all actual and projected incremental property tax revenues and land sale proceeds as well as TIF district financial obligations (per redevelopment agreements, bond obligations). We reviewed the model provided by Village staff and concluded that, while the long term health of the TIF district looks reasonably good, in the near term, the TIF fund cannot afford to make another large upfront outlay like the \$680,000 payment requested by the Developer. We recommend that the Village provide some up-front financial assistance but that the Village seek to provide roughly half of the requested assistance on a pay-as-you-go basis to mitigate Village financial risk.

Capital Cost Assistance

The Developer has requested approximately \$680,000 in Village TIF assistance at TCO of Caputo's to offset a portion of the capital costs associated with the buildout of the Caputo's space (the "Capital Costs"). The Developer and Tenant have proposed to each pay 32% (\$604,520) of the Capital Costs. We recommend the Village contribute one-third of the actual Capital Costs, not to exceed \$629,708.

Given the near-term fiscal condition of the TIF district, SB Friedman recommends the Village seek to provide \$300,000 at TCO. This can likely be funded from land sale proceeds associated with the planned new Chase Bank building at 2 Northwest Highway. We recommend the Village seek to support the remaining \$329,708 from in-PIN TIF increment from the Greater Redevelopment on a pay-as-you-go basis.

As shown in **Appendix B-1**, the MSL project is expected to generate \$19.8 million (undiscounted) in in-PIN total TIF revenue from 2019-2041. SB Friedman's *Preliminary Financial Review – Maple Street Lofts* memo dated April 8, 2019, previously projected the MSL project to generate \$23.8 million (undiscounted) in in-PIN total TIF revenue from 2019-2041 ("Initial TIF Projections"). After updating the Initial TIF Projections for 2019 tax rate assumptions, the larger ground floor retail SF (from 14,000 SF to 15,117 SF), the decreased retail EAV assumption for a grocer use (from \$28/SF to \$20/SF), and the updated project schedule, the Greater Redevelopment appears to generate approximately \$4 million (undiscounted) less in in-PIN total TIF revenue from 2019-2041 than the Initial TIF Projections.

Nonetheless, the MSL project appears to generate sufficient incremental property taxes to pay for the stormwater infrastructure as obligated in the Redevelopment Agreement and the remaining \$329,708 Caputo's Capital Cost Assistance. As written in the Redevelopment Agreement, the Village is committed to providing TIF assistance from in-PIN increment at the Greater Redevelopment as available (and, if not available, then from the Village general fund) for up to approximately \$2 million for stormwater infrastructure. We recommend the Village support the remaining \$329,708 Capital Costs on a pay-as-you-go basis from the TIF increment generated from the Greater Redevelopment, after the Village has paid their existing obligation from the RDA.

Operating Cost Assistance

The Developer requested \$883,188 for Operating Cost Assistance over ten years. Instead of committing TIF assistance, SB Friedman recommends the Village use a sales tax rebate based on Tenant sales to fund the requested Operating Cost Assistance.

As shown in **Appendix C-1**, it appears the sales tax rebate from Tenant sales at the Project will likely be short of the Developer's requested amount of Operating Cost Assistance. However, sales tax revenue available for rebate in the first ten years appears to support more than 90% of the Operating Cost Assistance request. Further, if the Tenant outperforms the assumptions in the projections slightly, sales tax revenue generation appears to be sufficient to support the requested Operating Cost Assistance. Given the limited TIF fund availability, a sales tax rebate seems to be the better option to mitigate financial risk to the Village and still substantially or entirely address the need for Operating Cost support for the Project.

While in most years, the sales tax revenue available for rebate at the Project is projected to be a few thousand dollars short of the annual Developer's ask, there appears to be a larger gap in Year 1. According to the *Letter of Intent*, the lease for the ground floor retail space will start May 1, 2021. In Year 1, the Tenant will occupy the space for eight months out of the year. Therefore, the Operating Cost Assistance request should be prorated to the eight months for Year 1. Moreover, we have assumed a ramp up period for the sales equal to 80% typical sales for the first eight months. Furthermore, we have assumed a three-month lag for the sales tax distribution for the time it takes a consumer to pay the sales taxes, the Tenant to transmit those sales taxes to the State Department of Revenue and then for the State of Illinois to transfer a share of those sales taxes back to the Village. In Year 1, accounting for the eight months the store is open, sales ramp up, and three-month lag, the Village sales tax revenue is projected to be \$20-30,000 less than the Developer's prorated request. Therefore, in Year 1, the Village may want to consider using other funds to support the Developer's request.

We recommend the Village seek to provide a ten-year, 100% rebate of all sales taxes generated by the Tenant not to exceed \$883,189 (Developer's request) as sales taxes are available for distribution. If the store performs slightly better than projected, the sales tax revenue available for rebate appears to meet the Project's need.

Conclusions and Recommendations

SB Friedman analyzed the Developer's request for Village support. Based on the Plan, there is a strong desire for a grocery store in downtown Mount Prospect. Caputo's in MSL would be a pioneer as one of the first urban format downtown grocery stores in the northwest suburbs. MSL is an exciting project for the Village, and a grocer use in the 15,000 SF ground store retail space would likely greatly enhance the downtown. Caputo's would become an anchor tenant and offer full service grocery and prepared food options for residents and commuters. While this appears a desirable use, the *Letter of Intent* indicates that Tenant cannot cover the entire cost of buildout of their space nor pay sufficient rent.

Grocery deals tend to be financially challenging especially in pioneering locations and store formats. Thus, the amounts of Village financial assistance requested by the Developer, generally, appear to be reasonable. However, we recommend altering the source, amount, form, and timing of the assistance to mitigate Village financial risk within the TIF fund and align interests.

We believe that but for Village financial assistance, it appears this transformative Project in downtown Mount Prospect would be unlikely to occur.

Thus, SB Friedman recommends the Village seek to provide the following assistance to the Developer.

- TIF Assistance (Capital Cost Assistance): \$629,708.
Based on the Village's Master TIF model, the TIF fund appears able to support one-third of the Project capital costs over the longer term. We recommend the Village contribute \$300,000 from anticipated land sale proceeds from a different project at TCO of the Tenant. We recommend the Village seek to provide TIF assistance on a pay-as-you-go basis from in-PIN increment generated from the Greater Redevelopment for the remaining \$329,708.
- Sales Tax Rebate on Sales from the Tenant (Operating Cost Assistance): \$883,188.79.
We recommend the Village seek to provide up to \$883,188.79 in Operating Cost Assistance to the Developer for ten years through 100% sales tax rebate on sales from the Tenant as revenue is available.

Please call if you have questions.

Appendix A

LIMITATIONS OF OUR ENGAGEMENT

Our deliverables are based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings/teleconferences with the Village and developers during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the deliverable. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise analyses or the deliverables to reflect events or conditions that occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in state statute or village ordinance, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables are intended solely for your information, for purposes of reviewing a request for financial assistance, and do not constitute a recommendation to issue bonds or other securities. The report should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors without our prior written consent.

We acknowledge that upon submission to the Village, the report may become a public document within the meaning of the Freedom of Information Act. Nothing in these limitations is intended to block the disclosure of the documents under such Act.

Appendix B

Appendix B-1. MSL Project TIF Projections



DRAFT
7/7/2020

Village of Mt. Prospect
Maple Street Lofts
TIF Revenue Projections - Summary

Project Site Equalized Assessed Value	
Project Site Base EAV	\$1,726,826
Project Site 2017 EAV	\$1,726,826

Other Assumptions	Source
2019 Equalization Factor	2.9160 IL Department of Revenue 2019
Inflation Factor	2.00% SB Friedman
Triennial	6.12% Based on 2.00% Inflation Factor
Maximum Tuition Payment	40.00% See assumptions table
Maximum Library Dist. Payment	0.00% See assumptions table
2019 Tax Rate	9.405% Cook County Clerk 2019 Tax Rate Report, Tax Code 16016

Revenue Projections																			
TIF Year	Tax Year	Calendar Year	Frozen Base EAV	Inflation Factor	Triennial Reassessment	Current EAV Inflated	Annual EAV Additions	Cumulative EAV Additions	Annual EAV Deductions	Cumulative EAV Deductions	Total Taxable EAV	Incremental EAV	Tax Rate	Gross TIF Revenue	Maximum Tuition Payment	Maximum Library Dist. Payment	Net TIF Revenue		
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]		[9]		[10]	[11]	[12]	[13]	[14]	[15]	[16]		
0	2016	2017	\$ 1,726,826																
1	2017	2018	\$ 1,726,826																
2	2018	2019	\$ 1,726,826		6.12%	\$ 1,832,522					\$ 1,832,522	\$ 105,696	9.405%	\$ -	\$ -	\$ -	\$ -		
3	2019	2020	\$ 1,726,826	1.00	0.00%	\$ 1,832,522	\$ -	\$ -	\$ -	\$ -	\$ 1,832,522	\$ 319,077	9.405%	\$ 9,941	\$ (3,976)	\$ -	\$ 5,964		
4	2020	2021	\$ 1,726,826	1.02	0.00%	\$ 1,832,522	\$ -	\$ -	\$ (1,513,445)	\$ (1,513,445)	\$ 319,077	\$ 18,404	9.405%	\$ 1,731	\$ (692)	\$ -	\$ 1,039		
5	2021	2022	\$ 1,726,826	1.04	6.12%	\$ 1,944,687	\$ 11,026,288	\$ 11,026,288	\$ -	\$ (1,606,080)	\$ 11,364,895	\$ 9,638,069	9.405%	\$ 906,460	\$ (339,706)	\$ -	\$ 566,754		
6	2022	2023	\$ 1,726,826	1.06	0.00%	\$ 1,944,687	\$ 1,498,704	\$ 12,524,992	\$ (338,607)	\$ (1,944,687)	\$ 12,524,992	\$ 11,098,839	9.405%	\$ 1,043,846	\$ (382,992)	\$ -	\$ 660,854		
7	2023	2024	\$ 1,726,826	1.08	0.00%	\$ 1,944,687	\$ 4,373,502	\$ 16,898,494	\$ -	\$ (1,944,687)	\$ 16,898,494	\$ 15,171,668	9.405%	\$ 1,426,895	\$ (536,212)	\$ -	\$ 890,683		
8	2024	2025	\$ 1,726,826	1.10	6.12%	\$ 2,063,717	\$ -	\$ 17,932,817	\$ -	\$ (2,063,717)	\$ 17,932,817	\$ 16,205,991	9.405%	\$ 1,524,173	\$ (573,009)	\$ -	\$ 951,165		
9	2025	2026	\$ 1,726,826	1.13	0.00%	\$ 2,063,717	\$ -	\$ 17,932,817	\$ -	\$ (2,063,717)	\$ 17,932,817	\$ 16,205,991	9.405%	\$ 1,524,173	\$ (573,009)	\$ -	\$ 951,165		
10	2026	2027	\$ 1,726,826	1.15	0.00%	\$ 2,063,717	\$ -	\$ 17,932,817	\$ -	\$ (2,063,717)	\$ 17,932,817	\$ 16,205,991	9.405%	\$ 1,524,173	\$ (573,009)	\$ -	\$ 951,165		
11	2027	2028	\$ 1,726,826	1.17	6.12%	\$ 2,190,033	\$ -	\$ 19,030,449	\$ -	\$ (2,190,033)	\$ 19,030,449	\$ 17,303,623	9.405%	\$ 1,627,406	\$ (612,058)	\$ -	\$ 1,015,348		
12	2028	2029	\$ 1,726,826	1.20	0.00%	\$ 2,190,033	\$ -	\$ 19,030,449	\$ -	\$ (2,190,033)	\$ 19,030,449	\$ 17,303,623	9.405%	\$ 1,627,406	\$ (612,058)	\$ -	\$ 1,015,348		
13	2029	2030	\$ 1,726,826	1.22	0.00%	\$ 2,190,033	\$ -	\$ 19,030,449	\$ -	\$ (2,190,033)	\$ 19,030,449	\$ 17,303,623	9.405%	\$ 1,627,406	\$ (612,058)	\$ -	\$ 1,015,348		
14	2030	2031	\$ 1,726,826	1.24	6.12%	\$ 2,324,080	\$ -	\$ 20,195,265	\$ -	\$ (2,324,080)	\$ 20,195,265	\$ 18,468,439	9.405%	\$ 1,736,957	\$ (653,497)	\$ -	\$ 1,083,460		
15	2031	2032	\$ 1,726,826	1.27	0.00%	\$ 2,324,080	\$ -	\$ 20,195,265	\$ -	\$ (2,324,080)	\$ 20,195,265	\$ 18,468,439	9.405%	\$ 1,736,957	\$ (653,497)	\$ -	\$ 1,083,460		
16	2032	2033	\$ 1,726,826	1.29	0.00%	\$ 2,324,080	\$ -	\$ 20,195,265	\$ -	\$ (2,324,080)	\$ 20,195,265	\$ 18,468,439	9.405%	\$ 1,736,957	\$ (653,497)	\$ -	\$ 1,083,460		
17	2033	2034	\$ 1,726,826	1.32	6.12%	\$ 2,466,333	\$ -	\$ 21,431,377	\$ -	\$ (2,466,333)	\$ 21,431,377	\$ 19,704,551	9.405%	\$ 1,853,213	\$ (697,472)	\$ -	\$ 1,155,741		
18	2034	2035	\$ 1,726,826	1.35	0.00%	\$ 2,466,333	\$ -	\$ 21,431,377	\$ -	\$ (2,466,333)	\$ 21,431,377	\$ 19,704,551	9.405%	\$ 1,853,213	\$ (697,472)	\$ -	\$ 1,155,741		
19	2035	2036	\$ 1,726,826	1.37	0.00%	\$ 2,466,333	\$ -	\$ 21,431,377	\$ -	\$ (2,466,333)	\$ 21,431,377	\$ 19,704,551	9.405%	\$ 1,853,213	\$ (697,472)	\$ -	\$ 1,155,741		
20	2036	2037	\$ 1,726,826	1.40	6.12%	\$ 2,617,292	\$ -	\$ 22,743,148	\$ -	\$ (2,617,292)	\$ 22,743,148	\$ 21,016,322	9.405%	\$ 1,976,585	\$ (744,140)	\$ -	\$ 1,232,446		
21	2037	2038	\$ 1,726,826	1.43	0.00%	\$ 2,617,292	\$ -	\$ 22,743,148	\$ -	\$ (2,617,292)	\$ 22,743,148	\$ 21,016,322	9.405%	\$ 1,976,585	\$ (744,140)	\$ -	\$ 1,232,446		
22	2038	2039	\$ 1,726,826	1.46	0.00%	\$ 2,617,292	\$ -	\$ 22,743,148	\$ -	\$ (2,617,292)	\$ 22,743,148	\$ 21,016,322	9.405%	\$ 1,976,585	\$ (744,140)	\$ -	\$ 1,232,446		
23	2039	2040	\$ 1,726,826	1.49	6.12%	\$ 2,777,491	\$ -	\$ 24,135,211	\$ -	\$ (2,777,491)	\$ 24,135,211	\$ 22,408,385	9.405%	\$ 2,107,509	\$ (793,663)	\$ -	\$ 1,313,845		
		2041	Final Year of Collections												\$ 2,107,509	\$ (793,663)	\$ -	\$ 1,313,845	
														Total Revenue, 2019-2041		\$ 31,651,384	\$ (11,553,395)	\$ -	\$ 19,755,614
														Gross Present Value at 4% (2019 dollars)		\$ 18,750,000	\$ (7,045,000)	\$ -	\$ 11,705,000

Source: Village of Mt. Prospect, Cook County, SB Friedman

- [1] The Prospect & Main RPA was established in 2017 and is scheduled to expire after 23 years in 2040.
- [2] Taxes are paid one year in arrears: taxes collected in the following calendar year.
- [3] The Prospect & Main RPA will receive collections from the 23rd and last year of the TIF district in calendar year 2041.
- [4] Frozen Base EAV for the Project Site, per Cook County Tax Extension Office Certified Base EAV Report. Frozen Base values from 2016 equalized assessed values.
- [5] An annual inflation rate of 2.0 percent is assumed, applied beginning in 2018 and continued throughout the life of the TIF district.
- [6] Inflation due to reassessment is assumed as 2.0 percent annually and is realized on a triennial basis due to standard Cook County assessment practices. The most recent reassessment year was 2019.
- [7] 2017 EAV for the Project Site, per the Cook County Assessor's Office.
- [8] Annual EAV Additions due to redevelopment are based on assessed values per unit of comparable properties identified. Full assessment levels are assumed to be reached one year following completion.
- [9] Annual EAV Deductions account for value replacement of prior assessments due to redevelopment.
- [10] Total Taxable EAV is equal to Current EAV Inflated plus Cumulative EAV Additions, less Cumulative EAV Deductions.
- [11] Incremental EAV is equal to Total Taxable EAV less Frozen Base EAV.
- [12] The 2019 Composite Tax Rate is the most current available data and is assumed to remain constant throughout the life of the TIF district.
- [13] Gross TIF Revenue is equal to Incremental EAV multiplied by the Tax Rate.
- [14] Per 65 ILCS 5/11-74.3-3-7.5, maximum tuition payments to the affected school districts are equivalent to 40.0% of annual increment from TIF supported housing units.
- [15] Per 65 ILCS 5/11-74.3-3-7.7, maximum library district payments to the affected library district are equivalent to 2.0% of annual increment from TIF supported housing units.
- [16] Net TIF Revenue is equal to Gross TIF Revenue less Tuition Payments and Library District Payments. No administrative fee or collection loss has been assumed.

Appendix B-2. TIF Projection Assumptions



Village of Mt. Prospect
 Maple Street Lofts
 TIF Revenue Projection Assumptions

Project Information	
Project Site Address	Prospect Road & Maple Street, Mt. Prospect, IL 60056
PINs	See table to the right
TIF Designation Year	2017

Development Program	Gross TIF Increment (Before Schools & Library Pmts) PV @ 4% (2018\$)	Net TIF Increment (After Max. Schools & Library Pmts) PV @ 4% (2018\$)
Building A - Apartments	\$8,280,000	\$4,968,000
Building A - Retail	\$1,138,000	\$1,138,000
Townhomes - Phase 1	\$4,762,000	\$2,857,000
TOTAL, PHASE 1	\$14,180,000	\$8,963,000
Building D - Apartments	\$2,453,000	\$1,472,000
Townhomes - Phase 2	\$2,118,000	\$1,271,000
TOTAL, FULL PROJECT	\$18,751,000	\$11,706,000

Assumptions	Source
Tax Code	16016 Cook County Clerk
2019 Equalization Factor	2.9160 IL Department of Revenue 2019
Inflation Factor	2.00% SB Friedman
Triennial Reassessment Factor	6.12% Based on 2.00% Inflation Factor
Maximum Tuition Payment	40.00% See table to the right
Maximum Library Dist. Payment	0.00% See table to the right
Project Site Base EAV	\$1,726,826 Cook County Clerk 2016 Base EAV Report
Project Site 2017 EAV	\$1,726,826 Cook County Assessor
2019 Tax Rate	9.405% Cook County Clerk 2019 Tax Rate Report, Tax Code 16016
SSAS 2017 Tax Rate*	0.000% Cook County Clerk 2019 Tax Rate Report, Tax Code 16016

*Note: TIF projections have not removed SSA taxes from tax revenue

Development Program Assumptions	Units / SF	2017 AV Per Unit/SF	2017 EAV Per Unit/SF [3]	Uninflated EAV Addition (2017\$)	Base EAV	Property Fully Assessed on Jan 1 of Tax Year:	Assessment Schedule	
							2021	2022
Bldg A - Apartments [1]	192	\$12,000	\$35,000	\$6,720,000	\$463,188		\$5,600,000	\$1,120,000
Bldg A - Retail	15,117	\$20	\$58	\$876,786	\$0		\$584,524.00	\$292,262
Townhomes - Phase 1 [2]	40	\$37,840	\$110,340	\$4,413,600	\$962,965	2021		
Bldg D - Apartments [1]	65	\$12,000	\$35,000	\$2,275,000	\$300,673	2021		
Townhomes - Phase 2 [2]	16	\$37,840	\$110,340	\$1,765,440	\$0	2023		
					\$1,726,826			

[1] The AV/unit estimate is the weighted average of four comparables, rounded to the nearest \$500
 [2] The EAV/unit estimate based on Developer's assumed sale price, assessment practices, less homeowner and senior exemptions
 [3] The EAV/unit estimate is the AV/unit multiplied by the eq. factor, rounded to the nearest \$500
 Source: Developer Site Plan (received 7/13/2018) and supplemental docs received March 2019, SB Friedman

Maple Street Lofts PINs		
PIN	Tax Code	2017 EAV
08-12-122-034-0000	16016	\$0
08-12-122-015-0000	16016	\$463,188
08-12-122-019-0000	16016	\$226,462
08-12-122-016-0000	16016	\$300,673
08-12-122-036-0007	16016	\$460,095
08-12-122-036-0008	16016	\$172,414
08-12-122-036-0009	16016	\$103,994

Tuition Payment	TIF Formed/Amended After 1999?			Yes
School District	2017 Tuition [1]	1995-1996 Tuition	Greater Than \$5,900?	Max. Tuition Payment
School District 57	\$10,883	\$7,690	Yes	27.00%
Arlington Heights Township HS 214	\$20,674	\$11,231	Yes	13.00%

[1] Average per pupil operational spending in the district
 Source: 65 ILCS 5/11-74.3-3-7.5, IL State Board of Education

Library District Payment	TIF Formed/Amended After 2005?			Yes
Library District	Projected Population	Per-Person Cost	Est. Library Dist. Payment	Max. Library Dist. Payment
Village of Mt Prospect Library Fund	564	\$120	3.9%	0.00%

Appendix C

Appendix C-1. Sales Tax Revenue



Village of Mount Prospect
 Maple Street Lofts Caputo Deal
 DRAFT 07/07/2020

Assumptions	Value	Source
Total SF	15,117	Developer
Annual Inflation	2%	SB Friedman
Grocery Sales Tax (Home Rule Tax)	1%	IL Dept. of Revenue
Prepared Food Sales Tax (Home Rule and Food & Drugs)	2%	IL Dept. of Revenue
% Grocery Sales	80%	Developer
% Prepared Food Sales	20%	Developer
Caputo Weekly Sales (2020)	\$125,000	Developer
Caputo Annual Sales (2020)	\$6,500,000	Developer
Opening Date	5/1/2021	Developer
First Year Absorption Level	80%	SB Friedman
First Year Sales Tax Distribution Lag (Months)	3	SB Friedman
Last Year Prorate (Months)	Yes	

Year [1]	Calendar Year	Number of Months	Total SF [2]	Annual Sales [3]	% Grocery	% Prepared Food	Grocery Sales	Prepared Food Sales	Grocery Sales Tax	Prepared Food Sales Tax	Grocery Sales Tax Revenue [4]	Prepared Food Sales Tax Revenue [5]	Village Sales Tax Revenue [6]	Village Monthly Sales Tax Revenue	Developer Ask [7]	Sales Tax Revenue Available for Rebate [8]	Sales Tax Rebate [9]	% of Village Sales Tax Revenue [10]	Sales Tax Rebate % of Developer Ask	
Year 1	2021	8	15,117	\$3,466,667	80%	20%	\$2,773,333	\$693,333	1%	2%	\$27,733	\$13,867	\$41,600	\$5,200	\$83,143	\$26,000	\$26,000	100%	31%	
Year 2	2022	12	15,117	\$6,630,000	80%	20%	\$5,304,000	\$1,326,000	1%	2%	\$53,040	\$26,520	\$79,560	\$6,630	\$84,277	\$79,560	\$79,560	100%	94%	
Year 3	2023	12	15,117	\$6,762,600	80%	20%	\$5,410,080	\$1,352,520	1%	2%	\$54,101	\$27,050	\$81,151	\$6,763	\$85,417	\$81,151	\$81,151	100%	95%	
Year 4	2024	12	15,117	\$6,897,852	80%	20%	\$5,518,282	\$1,379,570	1%	2%	\$55,183	\$27,591	\$82,774	\$6,898	\$86,564	\$82,774	\$82,774	100%	96%	
Year 5	2025	12	15,117	\$7,035,809	80%	20%	\$5,628,647	\$1,407,162	1%	2%	\$56,286	\$28,143	\$84,430	\$7,036	\$87,717	\$84,430	\$84,430	100%	96%	
Year 6	2026	12	15,117	\$7,176,525	80%	20%	\$5,741,220	\$1,435,305	1%	2%	\$57,412	\$28,706	\$86,118	\$7,177	\$88,876	\$86,118	\$86,118	100%	97%	
Year 7	2027	12	15,117	\$7,320,056	80%	20%	\$5,856,045	\$1,464,011	1%	2%	\$58,560	\$29,280	\$87,841	\$7,320	\$90,041	\$87,841	\$87,841	100%	98%	
Year 8	2028	12	15,117	\$7,466,457	80%	20%	\$5,973,165	\$1,493,291	1%	2%	\$59,732	\$29,866	\$89,597	\$7,466	\$91,210	\$89,597	\$89,597	100%	98%	
Year 9	2029	12	15,117	\$7,615,786	80%	20%	\$6,092,629	\$1,523,157	1%	2%	\$60,926	\$30,463	\$91,389	\$7,616	\$92,383	\$91,389	\$91,389	100%	99%	
Year 10	2030	12	15,117	\$7,768,102	80%	20%	\$6,214,481	\$1,553,620	1%	2%	\$62,145	\$31,072	\$93,217	\$7,768	\$93,560	\$93,217	\$93,217	100%	100%	
Year 11	2031	4	15,117	\$2,641,155	80%	20%	\$2,112,924	\$528,231	1%	2%	\$21,129	\$10,565	\$31,694	\$7,923		\$31,694	\$31,694	100%		
		120									\$566,248	\$283,124	\$849,372	\$7,078	\$883,189	\$833,772	\$833,772			
															Developer Ask as % of Village Sales Tax Revenue		104%			
															Sales Tax Rebate as % of Village Sales Tax Revenue		94%			

Source: Illinois Department of Revenue, Nicholas & Associates, Inc., SB Friedman, Wingspan Development Group

- [1] Year 1 is 8 months since Caputo's is assumed to start paying rent May 1, 2021. Year 11 is the first 4 months of the year.
- [2] Total SF of the ground floor retail space to be occupied by Caputo's.
- [3] Prorated sales in Years 1 and 11 for the months the store is open. Assumed 80% sales for Year 1 as the store stabilized. Inflated annual sales by 2% annually starting in Year 2.
- [4] Grocery sales tax revenue is the grocery sales multiplied by 1%, the tax on grocery sales in Mount Prospect.
- [5] F&B sales tax revenue is the F&B sales multiplied by 2%, the tax on F&B sales in Mount Prospect.
- [6] Village sales tax revenue is the sum of grocery sales tax revenue and F&B sales tax revenue.
- [7] Developer request for annual operating expense assistance for the ten-year lease of the Tenant.
- [8] Sales tax revenue available for distribution is lagged by an assumed three months. Therefore, in Year 1, there is only five months of sales tax revenue available for distribution.
- [9] Sales tax rebate is the amount the Village will provide back to the Developer.
- [10] The sales tax rebate as a percentage of the sales tax revenue available for distribution.

EXHIBIT M

CONSTRUCTION COMMENCEMENT AND COMPLETION DEADLINES

Capitalized terms in this Exhibit are those defined in the Agreement and its Exhibits, including in EXHIBIT D.

A. Construction Commencement and Completion Dates for the Project, Excluding the Rowhomes:

1. Site development construction commencement, on or before 5/20/2019
2. Parking Garage vertical construction commencement, on or before 9/9/2019
3. Building "A" vertical construction commencement, on or before 9/23/2019
4. Site development completion, on or before 6/30/2021
5. Building "D" vertical construction commencement, on or before 6/30/2021
6. Parking Garage completion, on or before 9/15/2020
7. Building "A" temporary certificate of occupancy ("TCO") completion, on or before 5/7/2021
8. Building "A" final certificate of occupancy ("CO") completion, on or before 5/7/2021
9. Building "D" TCO completion, on or before 3/31/2023
10. Building "D" final CO completion, on or before 5/31/2023

B. Construction Commencement and Completion Dates for the Rowhomes Portion of the Project:

1. Model home closing, earlier of 15 days after the Village issues a building permit for the model home, or 8/10/2020
2. First set of turnover by Developer of completed rowhomes construction pads to the rowhomes developer ("takedowns"), on or before 12/18/2020
3. 2nd set of takedowns, on or before 4/9/2021
4. 3rd set of takedowns, on or before 7/9/2021
5. 4th set of takedowns, on or before 10/11/2021

6. 5th set of takedowns, on or before 3/11/2022
7. 6th set of takedowns, on or before 5/13/2022
8. 7th set of takedowns, on or before 7/15/2022
9. Final set of takedowns, on or before 9/16/2022
10. Final CO for all rowhomes, on or before 12/31/2022

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Jay Cherwin
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, Suite 250
Schaumburg, Illinois 60173-5431

PINS: See Exhibit A

ABOVE SPACE FOR RECORDER'S USE ONLY

**DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS**

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**DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS**

This Declaration and Grant of Cross Easements and Cost Sharing Provisions is made by Maple Street Lofts, LLC, an Illinois limited liability company ("Declarant").

R E C I T A L S

Capitalized terms used herein are defined in Article One.

The Declarant holds title to part of the Premises, which are located in the Village of Mount Prospect, Cook County, Illinois ("Municipality"). The Municipality holds title to part of the Premises and is joining in the execution of this Declaration to submit the portion of the Premises it owns, to this Declaration. MSL Rowhomes, LLC ("ROWS") holds title to part of the Premises and is joining in the execution of this Declaration to submit the portion of the Premises it owns, to this Declaration. NVR, Inc. ("NVR"), holds title to part of the Premises and is joining in the execution of this Declaration to submit the portion of the Premises it owns, to this Declaration. By Recording this Declaration, including the Joinder provisions, the Declarant, ROWS, NVR, and the Municipality, shall make the Premises subject to this Declaration.

The Premises consists of various Parcels. Each Parcel shall be legally described in **Exhibit A** and delineated on **Exhibit B**, as those Exhibits may be amended from time to time. It is currently anticipated that the Parcels will include non-condominium townhome parcels, apartment parcels, roads, detention areas, open space, structured parking, surface parking, and may include other parcels. Each parcel will be designated in **Exhibit A**, from time to time as a Contributing Parcel or a Non-Contributing Parcel.

The purpose of this Declaration is to (i) to grant, declare, convey, and establish certain easements over the Premises burdening and benefitting the Parcels and impose certain covenants, conditions, and restrictions on the Premises, all as specifically set forth herein, (ii) provide for the maintenance, repair, and operation of certain portions of the Premises by allocating responsibility for the furnishing of certain services with respect to such portions of the Premises to the Maintenance Providers, and (iii) establish a mechanism for allocating the cost of furnishing such services among the Contributing Parcel Responsible Entities.

The Maintenance Providers shall be responsible for furnishing what are defined herein as Property Wide Maintenance and Services, which will generally consist of maintenance, repair and replacement of portions of the Premises which serve all of the Contributing Parcels, as well as providing services which benefit all of the Contributing Parcels. Each Contributing Parcel Responsible Entity will pay to the applicable Maintenance Provider a share of the cost of furnishing the Property Wide Maintenance and Services provided by such Maintenance Provider, as more fully provided in Article Four and **Exhibit C**.

The Maintenance Providers shall also be responsible for furnishing what are defined herein as Limited Shared Area Maintenance and Services, which generally consists of maintenance, repair and replacement of portions of the Premises which serve less than all of the

Contributing Parcels, as well as services which benefit less than all of the Contributing Parcels. Each Contributing Parcel Responsible Entity will be responsible for paying to the applicable Maintenance Provider a share of the cost of Shared Areas Maintenance and Services provided by such Maintenance Provider which benefit its Parcel, as more fully provided in Article Four and **Exhibit C**. Without limiting the foregoing, Limited Shared Area Maintenance and Services may include maintenance, repair and replacement of portions of, or systems which serve, a single Contributing Parcel.

The Townhome Parcel (Builder) and Townhome Parcel (Non-Builder) is or will be made subject to a non-condominium declaration, as provided in Section 2.03. In the event such non-condominium declaration is recorded prior to this Declaration, the non-condominium declaration shall be automatically subordinated to this Declaration upon recording of this Declaration. In the event of a conflict between the terms of this Declaration and the terms of such non-condominium declaration recorded against a Parcel, the terms of this Declaration shall prevail.

NOW, THEREFORE, the Declarant, together with all parties joining this Declaration, as record title holders of the Premises, hereby declare, grant, and convey as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 BUILDER : The townhome builder entity which becomes the Owner of a Townhome Parcel (Builder) by conveyance of title from ROWS, its successors and/or assigns.

1.02 CONTRIBUTING PARCEL: A Parcel which is designated in Section II.A of **Exhibit A** as a “Contributing Parcel”, as **Exhibit A** may be amended from time to time. A Contributing Parcel may be an “Apartment-A Parcel”, an “Apartment-B Parcel”, a “Townhome Parcel (Builder)”, a “Townhome Parcel (Non-Builder)”, or a “Parking Structure Parcel” as legally described and designated in **Exhibit A** hereto, as **Exhibit A** may be amended from time to time.

1.03 CONTRIBUTING PARCEL RESPONSIBLE ENTITY: Each Owner which owns, and/or each townhome association or other entity which administers (as provided for in Section 2.03), a Contributing Parcel. The residential owner of a townhome or the tenant of an apartment unit shall not be deemed to be a Contributing Parcel Responsible entity hereunder.

1.04 COST SHARING PERCENTAGE: The Property Wide Cost Sharing Percentage or the Limited Shared Area Cost Sharing Percentage, as applicable, assigned from time to time to each Contributing Parcel on **Exhibit C**, as **Exhibit C** may be amended from time to time.

1.05 COUNTY: Cook County, Illinois.

1.06 DECLARANT: Maple Street Lofts, LLC, an Illinois limited liability company, its successors and assigns.

1.07 DECLARANT RIGHTS: The rights and powers reserved or granted to the Declarant hereunder, as such rights and powers may be assigned or transferred as provided in Section 6.10 hereof.

1.08 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.09 EMERGENCY SITUATION: A situation impairing or imminently likely to impair structural support of a building located on the Premises or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Premises or any property in, on, under, within, upon or about the Premises. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

1.10 FIRST MORTGAGE: A bona fide first mortgage, first trust deed or equivalent security interest covering the ownership of a portion of the Premises.

1.11 LIMITED SHARED AREA: An area and/or facility, if any, on the Premise which is designated in Section IV of **Exhibit A** hereto, from time to time, as a “Limited Shared Area”, which serves one or more, but less than all, Contributing Parcels.

1.12 LIMITED SHARED AREA COST: As defined in Section 4.02.

1.13 LIMITED SHARED AREA COST SHARING PERCENTAGE: For each Contributing Parcel, the Limited Shared Area Cost Sharing Percentage assigned to the Contributing Parcel with respect to a particular Limited Shared Area Cost listed on **Exhibit C** hereto.

1.14 LIMITED SHARED AREA MAINTENANCE AND SERVICES: The following work, which will be furnished by the Maintenance Providers and the cost of which will be shared by the Contributing Parcel Responsible Entities as provided in Section 4.02:

(a) Maintenance, repair and replacement of, and alterations or improvements to, landscaping and other improvements located on the Limited Shared Areas; and

(b) Those services, if any, set forth in **Exhibit C** which are designated as part of the Limited Shared Area Maintenance and Services.

1.15 MAINTENANCE PROVIDER: An entity which is designated herein as a “Maintenance Provider” which shall have the obligation to provide certain Property Wide Maintenance and Services and/or certain Limited Shared Area Maintenance and Services and the power to establish budgets therefor and levy and collect assessments pursuant to such budgets, as more fully provided herein, and any assignee of, or successor to, a Maintenance Provider. Upon the Recording hereof, except as specifically set forth in **Exhibit C**, the Declarant shall be the Maintenance Provider of all Property Wide Maintenance and Services and all Limited Shared Area Maintenance and Services. However, Declarant shall have the right to assign any or all of the obligations and powers of the Maintenance Provider to other entities, including, without limitation, a Contributing Parcel Responsible Entity, a third party or a not for profit corporation, all as more fully provided in Section 6.10.

1.16 MAINTENANCE PROVIDER RIGHTS: The rights and powers reserved or granted to a Maintenance Provider hereunder, as such rights and powers may be assigned or transferred as provided in Section 6.10 hereof.

1.17 MUNICIPALITY: The Village of Mount Prospect, Illinois, or any successor thereto.

1.18 NON-CONTRIBUTING PARCEL: A Parcel which is designated, from time to time, in Section II. B of **Exhibit A** as a “Non-Contributing Parcel”, as Exhibit A may be amended from time to time. A Non-Contributing Parcel may be owned by the Declarant, a Contributing Parcel Responsible Entity, or another entity approved by the Declarant

1.19 OWNER: The legal title holder from time to time of a Parcel.

1.20 PARCEL: Each parcel of real estate which is designated in Section II of **Exhibit A** hereto as a “Parcel”, as **Exhibit A** may be amended from time to time.

1.21 PARKING STRUCTURE PARCEL : As legally described and defined in **Exhibit A**

1.22 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.23 PREMISES: The real estate described in **Exhibit A** hereto with all improvements thereon and rights appurtenant thereto, as **Exhibit A** may be amended from time to time.

1.24 PROPERTY WIDE COSTS: As defined in Section 4.01.

1.25 PROPERTY WIDE COST SHARING PERCENTAGE: For each Contributing Parcel, the Property Wide Cost Sharing Percentage set forth in **Exhibit C**, as **Exhibit C** may be amended from time to time.

1.26 PROPERTY WIDE SHARED AREA: An area and/or facility on the Premises, if any, which is designated in Section III of **Exhibit A** hereto, from time to time, as a “Property Wide Shared Area”, which serves all of the Contributing Parcels.

1.27 PROPERTY WIDE MAINTENANCE AND SERVICES: The following, which will be furnished by a Maintenance Provider and the cost of which will be shared by the Contributing Parcel Responsible Entities, as more fully provided in Section 4.01:

(a) Maintenance, repair and replacement of, and alterations or improvements to, landscaping and other improvements located on the Property Wide Shared Areas; and

(b) Those services, if any, set forth in **Exhibit C** which are designated as part of the Property Wide Maintenance and Services.

1.28 RECORD: To record with the Recorder of Deeds for the County.

1.29 SITE PLAN: The site plan attached hereto as **Exhibit B**, as **Exhibit B** may be amended or supplemented from time to time, which identifies and delineates those portions of the Premises which are Parcels and other areas referred to in this Declaration.

1.30 TOWNHOME ASSOCIATION : Defined in Section 2.03.

1.31 TOWNHOME DECLARATION : Defined in Section 2.03.

1.32 TOWNHOME PARCEL (BUILDER): As legally described and defined in **Exhibit A**.

1.33 TOWNHOME PARCEL (NON- BUILDER): As legally described and defined in **Exhibit A**.

ARTICLE TWO Scope of Declaration

2.01 REAL ESTATE SUBJECT TO DECLARATION: The Declarant, as the owner of fee simple title to the Premises, expressly intends to, and, by Recording this Declaration, does hereby, subject the Premises to the provisions of the Declaration.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns regardless of whether the deed or other instrument which creates or conveys the interest or estate makes reference to this Declaration.

2.03 PARCEL DECLARATIONS: The part of the Premises which will be improved with townhomes has been made subject to that certain Declaration of Maple Street Lofts Townhomes recorded [REDACTED], 2020, with the Office of the Recorder of Cook County, Illinois, as Document No. [REDACTED] ("Townhome Declaration") which will provide for an association to administer the townhomes which are subject to the Declaration (the "Townhome Association"). Once established and incorporated, the Association shall be the Contributing Parcel Responsible Entity hereunder with respect to a Contributing Parcel subject to the Townhome Declaration.

ARTICLE THREE Easements

3.01 IN GENERAL: The easements provided for in this Article Three shall extend to each Contributing Parcel Responsible Entity, as applicable, and their respective members, agents,

tenants, employees, guests and invitees. The beneficiary of an easement hereunder shall exercise its rights in a manner as to cause as little disturbance in the use and enjoyment of the affected portion of the Premises and surrounding areas as may be practical under the circumstances and shall be responsible for repairing any damage caused by such party in the course of exercising such easement. The exercise of easements provided for in this Article shall be subject to rules, regulations and restrictions, if any, from time to time adopted by the Declarant.

3.02 SHARED AREAS: Each Contributing Parcel Responsible Entity, its members, employees, agents and invitees, shall have a non-exclusive, perpetual easement to use, for their intended purposes, those Property Wide Shared Areas and Limited Shared Areas which serve the Parcel owned or administered by the Contributing Parcel Responsible Entity with utilities or other services which are necessary or desirable to the operation, use and enjoyment of the Parcel owned or administered by the Contributing Parcel Responsible Entity.

3.03 PARCEL EASEMENTS: Each Contributing Parcel Responsible Entity, its members, employees, agents and invitees, shall have the following perpetual easements:

(a) A non-exclusive easement for access over and across roads, driveways, and walkways from time to time located in the Premises which provide access to and from the Parcel owned or administered by the Contributing Parcel Responsible Entity and a public way.

(b) A non-exclusive easement for access over, and the use and enjoyment of, those portions of the Premises designated from time to time by the Declarant, as “Property Wide Shared Area” subject to such reasonable rules, regulations or restrictions adopted or imposed from time to time by the Declarant.

(c) An exclusive easement for the continued existence, use, maintenance, repair and replacement of components located in the Premises which are part of a system which serves the Parcel exclusively.

3.04 DECLARANT AND MAINTENANCE PROVIDERS EASEMENTS: The Declarant and each Maintenance Provider, and their respective employees, agents and invitees, shall have a non-exclusive perpetual easement to come upon any portion of the Premises (i) for access to any other portion of the Premises or a public way, (ii) to perform any inspection, maintenance, repairs, replacements alterations, improvements to portions of the Premises permitted or required to be performed by the Declarant or Maintenance Provider, including, without limitation, Property Wide Maintenance and Services and Limited Shared Area Maintenance and Services, and/or (iii) to install, modify, use, maintain, repair and replace improvements located anywhere on the Premises which are part of the Property Wide Shared Areas or Limited Shared Area maintained by the Declarant or the Maintenance Provider.

3.05 PUBLIC AND UTILITY EASEMENTS:

(a) All public and private utilities serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Premises, for the purpose of providing utility services to the Premises.

(b) Any governmental authority which has jurisdiction over the Premises or which undertakes to provide services (including, without limitation, emergency services) to the Premises is hereby declared, granted and reserved access easements for ingress and egress to, over and across the Premises for the purpose of providing any such services.

(c) Each Contributing Parcel Responsible Entity, occupant or user of a portion of the Premises shall have a non-exclusive easement for pedestrian ingress and egress in an Emergency Situation to and from, over, on, across and through the Premises.

(d) The general public shall have a non-exclusive easement of access over the private roads known as Dawson Drive and Elm Street, located on the Premises, and pedestrian walkways which are adjacent to and along Dawson Drive and Elm Street, and any pedestrian walkways which are adjacent to and along Prospect Avenue, Maple Street, and East Lincoln Street, to the extent such walkways are located within the Premises.

ARTICLE FOUR

Maintenance/Services/Cost Sharing



4.01 PROPERTY WIDE MAINTENANCE AND SERVICES AND COSTS: Except as otherwise specifically provided for herein, the Declarant, or the applicable Maintenance Provider, shall be responsible for determining, in its reasonable judgment, what Property Wide Maintenance and Services are necessary or advisable and for furnishing such Property Wide Maintenance and Services at such times and using such methods, contractors, employees or agents as the Declarant or the applicable Maintenance Provider deems to be appropriate, in its reasonable judgment. No later than October 31st of each year, the Declarant, or the applicable Maintenance Provider, shall furnish to each Contributing Parcel Responsible Entity a budget for the proposed cost of furnishing Property Wide Maintenance and Services, building up appropriate reserves therefor, and, if applicable, insurance premiums attributable to and anticipated real estate taxes and assessments levied with respect to Non-Contributing Parcels which are part of the Property Wide Shared Areas (“Property Wide Costs”) for the coming year; provided, that, if no budget is delivered by November 30th of such year, the prior year’s budget shall apply to the coming year. The Property Wide Costs shall include an allocable portion of overhead, labor costs and the cost of materials and supplies which the Declarant or the applicable Maintenance Provider, in its reasonable judgment, allocates to the Property Wide Maintenance and Services. Each Contributing Parcel Responsible Entity shall pay to the Declarant, or the applicable Maintenance Provider, each month, an amount equal to one twelfth of the budgeted Property Wide Costs for the year multiplied by the Contributing Parcel Responsible Entity’s Property Wide Cost Sharing Percentage in effect as of the first day of the month. If, in the Declarant’s or the applicable Maintenance Provider’s reasonable judgment, the actual costs for the current year will be greater than budgeted Property Wide Costs, the Declarant or the applicable Maintenance Provider may increase the budget and increase the amount payable each month by each Contributing Parcel Responsible Entity per the revised budget by giving at least 15 days written notice thereof to each Contributing Parcel Responsible Entity.

4.02 LIMITED SHARED AREA MAINTENANCE AND SERVICES AND COSTS: Except as otherwise specifically provided for herein, the Declarant, or the applicable

Maintenance Provider, shall be responsible for determining, in its reasonable judgment, what Limited Shared Area Maintenance and Services are necessary or advisable and for furnishing such Limited Shared Area Maintenance and Services at such times and using such methods, contractors, employees or agents as the Declarant or the applicable Maintenance Provider deems to be appropriate, in its reasonable judgment. No later than October 31st of each year, the Declarant, or the applicable Maintenance Provider, shall furnish to each affected Contributing Parcel Responsible Entity a budget for the proposed cost of furnishing Limited Shared Area Maintenance and Services which benefit or affect the Contributing Parcel Responsible Entity's Parcel, building up appropriate reserves therefor and, if applicable, insurance premiums attributable to and anticipated real estate taxes and assessments levied with respect to Non-Contributing Parcels which are part of the Limited Shared Area, if any, ("Limited Shared Area Costs") for the coming year; provided, that, if no budget is delivered by November 30th of such year, the prior year's budget shall apply to the coming year. The Limited Shared Area Costs shall include an allocable portion of overhead, labor costs and the cost of materials and supplies which the Declarant or the applicable Maintenance Provider, in its reasonable judgment, allocates to the Limited Shared Area Maintenance and Services. Each Contributing Parcel Responsible Entity shall pay to the Declarant, or the applicable Maintenance Provider, each month, an amount equal to one twelfth of the budgeted Limited Shared Area Costs for the year multiplied by the Contributing Parcel Responsible Entity's Limited Shared Area Cost Sharing Percentage with respect to the particular work, services and costs which benefit the Parcel in effect as of the first day of the month. If, in the Declarant's or the applicable Maintenance Provider's reasonable judgment, the actual costs for the current year will be greater than budgeted Limited Shared Area Costs, the Declarant or the applicable Maintenance Provider may increase the budget and increase the amount payable each month by each Contributing Parcel Responsible Entity per the revised budget by giving at least 15 days written notice thereof to each affected Contributing Parcel Responsible Entity.

4.03 CAPITAL RESERVES: The Declarant, or the applicable Maintenance Provider, shall account for special reserve funds to be used solely for making capital expenditures in connection with the Property Wide Shared Areas and Limited Shared Area (each a "Capital Reserve"). The Declarant, or the applicable Maintenance Provider, shall determine the appropriate level of each Capital Reserve based on a periodic review of the useful life of improvements to the Property Wide Shared Areas and Limited Shared Area and periodic projections of the cost of anticipated major repairs or replacements to the Property Wide Shared Areas and Limited Shared Area, and the purchase of other property to be used by the Declarant or the applicable Maintenance Provider in connection with its duties hereunder. Each Capital Reserve shall be funded from line items provided for in the appropriate budget. At the election of Declarant or if required by statute, special accounts for a Capital Reserve to be used to make capital expenditures with respect to the Property Wide Shared Areas and Limited Shared Area shall be held by the Declarant or the applicable Maintenance Provider as agent and trustee for those Contributing Parcel Responsible Entities with respect to which the Capital Reserve is held. If the Declarant or the applicable Maintenance Provider chooses not to provide for the buildup of reserves for a particular anticipated expenditure, or if the buildup of reserves that the Declarant or the applicable Maintenance Provider does provide for in the applicable budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then neither the current Declarant nor the applicable Maintenance Provider nor any preceding Declarant or

applicable Maintenance Provider shall be liable to the Contributing Parcel Responsible Entities for failing to provide for sufficient reserves and the Declarant or the applicable Maintenance Provider may increase the current and subsequent budgets to make up the difference.

4.04 MAINTENANCE BY CONTRIBUTING PARCEL RESPONSIBLE ENTITIES:

Each Contributing Parcel Responsible Entity shall be responsible for keeping at all times in good condition and repair all improvements, fixtures and components of systems on the Parcel which the Contributing Parcel Responsible Entity owns, administers and/or maintains, which are not maintained by the Declarant or the applicable Maintenance Provider as a part of the Property Wide Maintenance and Services or Limited Shared Area Maintenance and Services. The Declarant shall have the right to inspect any portion of the Premises in order to verify compliance with the provisions of this Section. If the Declarant determines, in its reasonable judgment, that a Contributing Parcel Responsible Entity is in violation of this Section, it may direct the Contributing Parcel Responsible Entity which is responsible for such maintenance to correct the situation at its sole cost and expense and, if such party fails or refuses to correct the situation in a reasonable amount of time, or immediately in an Emergency Situation, then the Declarant shall have the right and power to either (i) correct the situation or (ii) seek injunctive relief to cause the Contributing Parcel Responsible Entity to correct the situation. A Contributing Parcel Responsible Entity which fails or refuses to correct a situation under this Section shall pay to the Declarant any and all costs incurred by the Declarant associated with correcting the situation or causing the situation to be corrected, including, without limitation, attorney's fees and court costs.

4.05 DAMAGE BY OWNER OR RESIDENT: If, due to the act or omission of a Contributing Parcel Responsible Entity or tenant, agent or invitee of an Owner or a Contributing Parcel Responsible Entity, damage shall be caused to the Premises and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Property Wide Cost or Limited Shared Area Cost hereunder, then the Contributing Parcel Responsible Entity shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Declarant, or the applicable Maintenance Provider, to the extent not covered by insurance.

4.06 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to each Contributing Parcel Responsible Entity. If the cost for any such utility is metered and charged to a Parcel, Parcels or the Declarant, rather than being fairly and separately metered and charged to the Contributing Parcel Responsible Entities (as determined by the Declarant or the applicable Maintenance Provider), then the following shall apply:

(a) If in the opinion of the Declarant or the applicable Maintenance Provider, each Contributing Parcel Responsible Entity is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Contributing Parcel Responsible Entity shall pay its own bill; or

(b) If, in the opinion of the Declarant or the applicable Maintenance Provider, a Contributing Parcel Responsible Entity is being charged disproportionately for costs allocable to the Premises or other Contributing Parcel Responsible Entities, then the Declarant or the applicable Maintenance Provider shall pay, or reimburse such Contributing Parcel Responsible

Entity, an amount equal to the portion of the costs which in the reasonable determination of the Declarant, or the applicable Maintenance Provider, is properly allocable as a Property Wide Cost or is properly allocable as a Limited Shared Area Cost and the amount thereof shall be charged to the Contributing Parcel Responsible Entities which benefit therefrom in amounts reasonably determined by the Declarant or the applicable Maintenance Provider .

4.07 PAYMENT OF COSTS/ENFORCEMENT: For purposes of this Section, a Contributing Parcel Responsible Entity which owes money to the Declarant or the applicable Maintenance Provider shall be referred to as a “Payor”. Each Payor shall pay to the Declarant or the applicable Maintenance Provider amounts provided for herein based on invoices, statements or budgets prepared from time to time by or on behalf of the Declarant or the applicable Maintenance Provider and delivered to the Payor. If the Payor is a Contributing Parcel Responsible Entity that is (i) not a condominium association or (ii) not a non-condominium property owners association, and such Payor fails to make any required payment hereunder within thirty (30) days after it is due, the amount of the payment shall be a continuing lien upon the Parcel owned or administered by the Payor. If the Payor is a condominium association or a non-condominium property owners association, and the association fails to make any required payment hereunder within thirty (30) days after it is due, the amount thereof shall be a continuing lien against each Parcel or unit in the applicable association in an amount equal to the amount due multiplied by the undivided interest attributable to the unit (if the unit is a condominium unit) or the applicable cost sharing percentage under the declaration which governs the non-condominium association; provided, that, any such lien against a parcel or unit shall be subordinate to the First Mortgage, if any, on the Parcel or unit from time to time. If the Payor is an Owner which is not an association, and the Owner fails to make any required payment hereunder within thirty (30) days after it is due, the amount thereof shall be a continuing lien against the Payor’s Parcel; provided that any such lien shall be subordinate to the First Mortgage, if any, on the Parcel from time to time. Any payment hereunder which is not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid and the Declarant, or the applicable Maintenance Provider, (i) may bring an action against the Payor or unit or parcel owner, if applicable, for the amount of the payment due from such party, plus interest, costs and reasonable attorneys’ fees incurred in connection with its collection efforts, which amount shall be added to the amount of the payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose the lien provided for herein.

4.08 FINANCIAL STATEMENTS: Each year the Declarant, or the applicable Maintenance Provider, shall cause to be prepared and furnished to all Contributing Parcel Responsible Entities such financial statements as the Declarant or the applicable Maintenance Provider deems necessary or appropriate and the cost of preparation thereof shall be a Project Wide Cost or Limited Shared Area Cost, as reasonably determined by the Declarant or the applicable Maintenance Provider.

ARTICLE FIVE

Insurance

5.01 LIABILITY INSURANCE: Each Contributing Parcel Responsible Entity shall maintain Commercial General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the portion of the Premises owned or administered by such Contributing Parcel Responsible Entity, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent owners of first-class residential developments in the vicinity of the Premises, but in all events for limits of not less than \$1,000,000 combined single limit per occurrence with a general policy aggregate of \$2,000,000 for personal and bodily injury or property damage with at least an additional \$5,000,000 for umbrella coverage. Each Contributing Parcel Responsible Entity shall cause the other Contributing Parcel Responsible Entities and each such other Contributing Parcel Responsible Entity's managing agent to be named as an additional insured on such policies.

5.02 MUNICIPALITY INSURANCE: The Municipality is responsible for providing the "Municipal Snow/Ice Removal Service" as set forth in Exhibit C and shall be solely responsible for any damage, injury or loss arising from the provision of such services and shall include commercially reasonable liability insurance to coverage its provision such services in form and substance, including additional insureds, as set forth in Section 5.01.

ARTICLE SIX

Declarant Rights and Maintenance Provider Rights

6.01 IN GENERAL: The Declarant Rights and the Maintenance Provider Rights shall consist of and include all rights and powers reserved or granted to the Declarant and each Maintenance Provider under the provisions of this Declaration, including, without limitation, the rights and powers set forth in this Article. Anything in this Declaration to the contrary notwithstanding, the provisions set forth in this Article shall govern.

6.02 PROMOTION OF PREMISES: For so long as the Declarant or an assignee of the Declarant owns or controls title to a portion of the Premises, the Declarant or such assignee shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain construction, management, sales and/or leasing offices, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant or an assignee may deem advisable in its sole discretion.

6.03 CONSTRUCTION ON PREMISES: The Declarant shall have the right, at the Declarant's own expense to make such alterations, additions or improvements to any part of the Premises owned, leased, maintained or otherwise controlled by the Declarant (as determined by

Declarant in its reasonable discretion), including, without limitation, Property Wide Shared Areas and Limited Shared Area.

6.04 GRANT OF EASEMENTS: The Declarant shall have the right to reserve or grant easements over the Premises or portions thereof (i) to any governmental authority, public utility, private utility for the installation and maintenance of electrical, telephone, cable or internet conduit and lines, gas, sewer or water lines, or any other utility services serving any Parcel or (ii) to a Responsible Parcel Entity for any purpose which the Declarant deems necessary or advisable.

6.05 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in the Declarant's reasonable opinion, are necessary or desirable in connection with the rights of the Declarant under this Declaration.

6.06 APPROVAL OF REGULATED WORK: No temporary or permanent construction on, alteration of or additions to a Parcel which (i) are visible from outside the improvements on the Parcel and/or (ii) affect the use, operation, maintenance or enjoyment of Property Wide Shared Areas or Limited Shared Area ("Regulated Work") shall be commenced or maintained with respect to any Parcel without the prior written consent of the Declarant to the plans therefor, which consent may be granted or withheld in the Declarant's sole and absolute discretion. The Declarant reserves the right and power to promulgate and amend from time to time standards, policies, procedures and guidelines in order to implement the foregoing. If any Regulated Work which requires the Declarant approval as provided above is commenced without obtaining the required written consent of the Declarant, then the Declarant may seek any remedy or take any action provided for herein or permitted at law or in equity in order to enforce the provisions hereof, including injunctive relief to stop work and/or restore the portion of the Parcel to its condition prior to the commencement of the work. The Declarant's decision to approve or disapprove Regulated Work in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for Regulated Work subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as the Declarant believes are appropriate in the Declarant's sole and absolute discretion. This Section does not apply to work undertaken by or on behalf of the Municipality. Notwithstanding anything herein to the contrary, the provisions of this Section 6.06 shall not apply to the Parking Structure Parcel so long as the Municipality is the Owner of the Parking Structure Parcel.

6.07 MAINTENANCE STANDARDS: The Declarant shall have the right and power from time to time to adopt rules, regulations, guidelines, and standards governing the maintenance and upkeep of the Parcels, including without limitation, improvements thereto, signs, and advertising thereon. If in the sole judgment of the Declarant a Parcel is not being maintained in good condition and repair or the appearance of any such portion of the Premises is not of the character and quality of that of other portions of the Premises or is not in compliance with rules, regulations, guidelines, and standards adopted from time to time by the Declarant, then without limiting any rights or remedies available to the Declarant hereunder, at law or in equity, the Declarant shall have the right to enter upon the Parcel and perform any maintenance

or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Responsible Parcel Entity, shall be payable to the Declarant upon demand subject to the provisions of Section 4.07. Notwithstanding anything herein to the contrary, the provisions of this Section 6.07 shall not apply to the Parking Structure Parcel so long as the Municipality is the Owner of the Parking Structure Parcel; provided the Municipality maintains the Parking Structure Parcel in good working order and condition and consistent with its standards and practices for other municipal parking garages in downtown Mount Prospect.

6.08 BUDGETS, ASSESSMENTS AND OTHER FINANCIAL POWERS: The Declarant and each Maintenance Provider shall have the right and power to set budgets and assessments, collect assessments, maintain accounts, pay expenses, record liens against Parcels for non-payment of assessments and otherwise exercise all rights and powers of the Declarant and the Maintenance Providers as set forth in Article Four hereof.

6.09 SPECIAL AMENDMENT: The Declarant reserves the right and power to Record an amendment ("Special Amendment") to this Declaration at any time and from time to as determined by the Declarant in its reasonable judgment to be necessary or appropriate to:

(a) Bring this Declaration into compliance with applicable governmental laws, ordinances, regulations, or requirements;

(b) Correct or clarify errors, ambiguities, omissions or inconsistencies in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or

(c) Provide for the organization of a not for profit corporation as provided in Section 6.10 below to accept an assignment of Declarant Rights.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner and Contributing Parcel Responsible Entity as attorney-in-fact. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments.

6.10 ASSIGNMENT BY THE DECLARANT OR A MAINTENANCE PROVIDER:

(a) Declarant Rights and Maintenance Provider Rights are severable and personal and do not run with the land. The holder from time to time of any Declarant Right may mortgage, pledge, assign (collaterally, conditionally, or absolutely), or transfer the right to another Person, who may, but need not, be a Contributing Parcel Responsible Entity. The holder from time to time of any Maintenance Provider Right may, with the written consent of the Declarant, mortgage, pledge, assign (collaterally, conditionally, or absolutely), or transfer the right to another Person, who may, but need not, be a Contributing Parcel Responsible Entity. Any assignment of a Declarant Right or a Maintenance Provider Right shall specifically provide that either all Declarant Rights and all Maintenance Provider Rights then held by the assignor are being assigned or, if less than all, specifically provide which Declarant Rights and/or

Maintenance Provider Rights are being assigned and any such assignment shall only become effective upon the Recording thereof. Any assignment of Declarant Rights and/or Maintenance Provider Rights may be made subject to such conditions or limitations as the assignor and assignee agree to and which are set forth in the assignment instrument.

(b) Without limiting the foregoing, the Declarant may cause to be incorporated, or organized, a not for profit corporation, or a limited liability company, whose members will be the Contributing Parcel Responsible Entities and which shall be governed by articles of incorporation, or articles of organization and by-laws, or operating agreement, adopted by the Declarant (and referred to or included as part of a Special Amendment pursuant to Section 6.09 hereof) and assign some or all of the Declarant Rights to such not for profit corporation, or limited liability company, and may convey a Parcel or Parcels to the not for profit corporation, or limited liability company.

(c) Any Person which becomes the holder of any Declarant Right or Maintenance Provider Right as the result of foreclosure of the Declarant Right or Maintenance Provider Right, or any assignee of any Declarant Right or Maintenance Provider Right (whether as the result of voluntary assignment or assignment in lieu of foreclosure) shall hold or be entitled to exercise such Declarant Right or Maintenance Provider Right as fully as if named as such party herein. No such successor to or assignee of a Declarant Right or a Maintenance Provider Right shall have or incur any liability for the acts of any other party which previously exercised, or subsequently shall exercise, such rights.

(d) If and to the extent that the Declarant Rights or Maintenance Provider Rights under Article Four hereof are assigned (other than an assignment for collateral purposes), all funds and accounts being held by the Assignor pursuant to Article Four relating to such rights shall be transferred to the assignee together with any records relating thereto in the possession or control of the assignor.

ARTICLE SEVEN

Miscellaneous

7.01 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

7.02 NOTICES: Any notice required to be sent to the Declarant, a Maintenance Provider, or a Contributing Parcel Responsible Entity under the provisions of this Declaration shall be deemed to have been properly given (i) when it is received by the recipient after it is mailed, postage prepaid to the last known mailing address, (ii) when it is received by the recipient after it is sent through overnight delivery, or (iii) when transmitted by facsimile or e-mail to its last known facsimile number or e-mail address and mailed on the same day, postage prepaid to the last known address.

7.03 CAPTIONS/CONFLICTS: The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

7.04 PERPETUITIES AND OTHER INVALIDITY/DURATION: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of the former President of the United States George H. Bush at the time of Recording of this Declaration. Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a recorded instrument executed by the Contributing Parcel Responsible Entities representing not less than 51% of the Property Wide Cost Sharing Percentages.

7.05 TITLE HOLDING LAND TRUST: In the event title to any portion of the Premises is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of such portion remains vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such portion of the Premises. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon any such portion of the Premises and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such portion of the Premises.

7.06 AMENDMENT BY CONTRIBUTING PARCEL RESPONSIBLE ENTITIES: Subject to the provisions of Section 6.09, any provision of this Declaration may only be amended by an instrument executed by Contributing Parcel Responsible Entities with at least 51% of the Property Wide Cost Sharing Percentages and the Declarant; provided, that, portions of Exhibit C which affect less than all of the Contributing Parcel Responsible Entities may only be amended by all of the affected Contributing Parcel Responsible Entities and the applicable Maintenance Provider; and provided further, that (i) for so long as Builder is a contact purchaser, owner or otherwise has an interest in or controls title to any portion of the Premises, no amendment hereto which affects the Townhome Parcel (Builder) or the allocation of expenses to the Townhome Parcel (Builder) shall become effective unless and until Builder gives its prior written consent; and (ii) that for so long as the Municipality is Owner or otherwise has an interest in or controls

title to any portion of the Parking Structure Parcel, no amendment hereto which affects the Parking Structure Parcel shall become effective unless and until the Municipality gives its prior written consent. No amendment shall become effective until Recorded.

7.07 SPECIAL AMENDMENT: Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration to correct omissions, errors, ambiguities or inconsistencies in the Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to record a Special Amendment hereunder shall terminate at such time as Declarant no longer holds or controls title to a portion of the Premises.

7.08 ESTOPPEL CERTIFICATE: Each of the Contributing Parcel Responsible Entities hereto agrees to provide the other, upon not less than twenty (20) days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such party shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provisions (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party. If any party hereto Contributing Parcel Responsible Entity fails to comply with this provision within the time limit specified, and if, after an additional seven (7) days' notice there still is no compliance, then said non-complying party shall be deemed to have appointed the requesting Contributing Parcel Responsible Entity as its attorney-in-fact for execution of the Estoppel Certificate on its behalf as to that specific request only.

7.09 MUNICIPAL AUTHORITY AND REPEALER: The execution, delivery and performance of this Agreement by the Municipality and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Municipality, (ii) require no other consents, approvals or authorizations on the part of the Municipality in connection with the Municipality's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Municipality is subject. To the extent that any ordinance, resolution, rule, order or provision of the Municipality's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

[Signature page follows]

**EXHIBIT A TO
DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS**

The Premises

I. **THE PREMISES:**

All of Lot 1, Lot 2, and Lot 3 in that certain Resubdivision of Lot “A” in Corporate Subdivision No. 10—A, and Lots 10, 11 (Including Units 1, 2 and 3 of the 230-240 E. Lincoln Street Condominium), 16, and 17 in J.A. Weber’s Addition to Mount Prospect, all in 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, as set forth on that certain Final Plat of Planned Unit Development Maple Street Lofts recorded October 11, 2019 with the Cook County Recorder as Document No. 192841358, as supplemented by that certain Certificate of Correction recorded January 17, 2020, as Document No. 2001749000, and as may be amended from time to time (“Plat”).

Underlying Tax Parcel Numbers:

08-12-122-038
08-12-122-039
08-12-122-040

II. **THE PARCELS**

A. **Contributing Parcels**

1. All of Lot 1 in the Maple Street Lofts Resubdivision, excluding the area shown on the Plat located within the boundaries of Lot 1 labeled as Non Common Area B (“Apartment-A Parcel”).
2. The area shown on the Plat located within the boundaries of Lot 1 labeled as Non Common Area B (“Apartment-B Parcel”).
3. Lot 2 in the Maple Street Lofts Resubdivision (“Parking Structure Parcel”).
4. That portion of Lot 3 in Maple Street Lofts Resubdivision, which from time to time has been conveyed by ROWS to Builder, including sublots or portions of sublots of Lot 3 conveyed by Builder to purchasers for value (“Townhome Parcel (Builder)”).
5. That portion of Lot 3 in Maple Street Lofts Resubdivision, which from time to time has not yet been conveyed by ROWS to Builder (“Townhome Parcel (Non-Builder)”).

B. Non-Contributing Parcels
None

C. General Notes

The “Maple Street Lofts Resubdivision” is the Premises, and consists of all of Lot 1, Lot 2, and Lot 3 in the Resubdivision.

Lot 1 includes the areas shown on the Plat located within the boundaries of Lot 1 as follows: (i) Non Common Area – A, (ii) Non Common Area – B, and (iii) the Common Area.

Lot 2 includes the areas shown on the Plat located within the boundaries of Lot 2.

Lot 3 includes the areas shown on the Plat located within the boundaries of Lot 3 as follows: (i) Non Common Area – A, (ii) Non Common Area – B, (iii) Non Common Area – C, (iv) Non Common Area – D, (v) Non Common Area – E, (vi) Non Common Area – F, (vii) Non Common Area – G, (viii) Non Common Area – H, (ix) Non Common Area – I, and (x) the Common Area.

III. PROPERTY WIDE SHARED AREAS

- A. All stormwater systems and components thereof, serving the Premises and located on Lot 1 and Lot 3, including without limitation, all underground vaults, detention areas, pipes, conduits, manholes, catch basins, restrictors, volume control structures, and filters located on, under, and across Lot 1 or Lot 3 (“Stormwater Facilities”).
- B. Those portions of Lot 1, Lot 2, and Lot 3, in the Maple Street Resubdivision, which are improved with (i) the private roads (including without limitation all structure, curbing, and pavement, street name signs, wayfinding signs, and traffic control devices) of Elm Street and Dawson Drive as generally shown on the Site Plan (“Private Roads”), and (ii) the pedestrian walkways (including concrete and brick pavers) adjacent to the Private Roads as generally shown on the Site Plan (“Private Road Walkways”).
- C. All of the water main and components thereof, located on and exclusively servicing the Premises from and including all B-box connections and valves (“Water Main Facilities”).
- D. All of the sanitary sewer mains and service lines and components thereof, located on and exclusively service the Premises from and including all pipes, manholes, and connections to Village – owned mains.

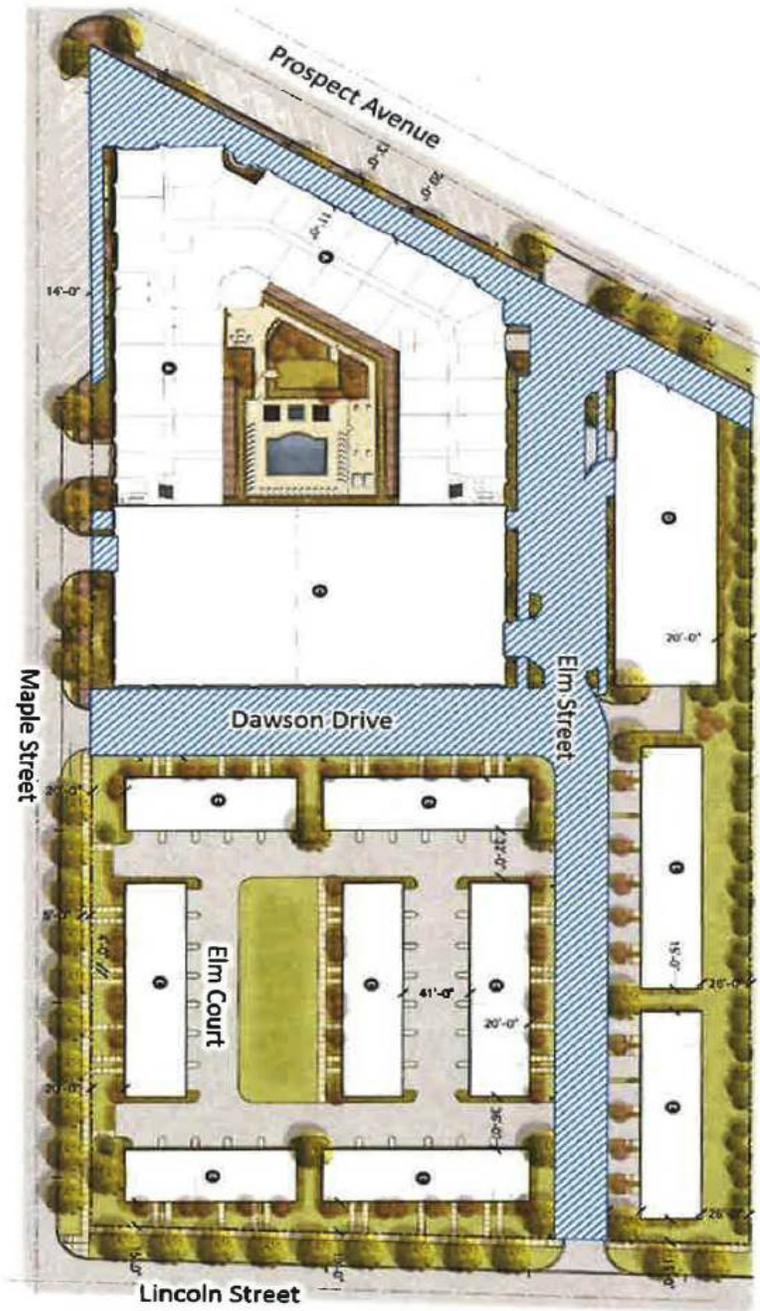
LIMITED SHARED AREAS

- A. Those portions of Apartment-A Parcel and Apartment-B Parcel other than the Private Roads, Private Road Walkways, and Stormwater Facilities thereon, located outside of the multifamily/commercial buildings constructed thereon (“Apartment Common Area”).
- B. Those portions of the Townhome Parcel (Builder), other than the Private Roads, Private Road Walkways, and Stormwater Facilities thereon, located outside of the multifamily buildings constructed thereon (“Townhome Common Area (Builder)”).
- C. The Townhome Parcel (Non-Builder), other than Private Roads, Private Road Walkways, and Stormwater Facilities thereon (“Townhome Area (Non-Builder)”).
- D. Those portions of the Parking Structure Parcel, other than the Private Roads and Private Road Walkways thereon, located outside of the parking garage structure thereon (“Parking Structure External Area”)

Note: The above-defined areas may include a part of the “Common Area” as designated on the Plat, but shall not be limited to the “Common Area” as designated on the Plat.

**EXHIBIT B TO
DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS**

The Site Plan



**EXHIBIT C TO
DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS**

<u>Maintenance Provider</u>	<u>Property Wide Shared Area or Service</u>	<u>Limited Shared Area or Service</u>	<u>Contributing Parcels</u>	<u>Cost Sharing %</u>
Municipality	Municipal Snow/Ice Removal Service (as defined in Note 2 below)		Parking Structure Parcel	100%
Municipality		Parking Structure External Area	Parking Structure Parcel	100%
Declarant		Apartment Common Area (excluding Municipal Snow/Ice Removal Service)	Apartment-A Parcel Apartment-B Parcel	78% 22%
Declarant		Landscaping of, snow removal from, and maintenance of Townhome Common Area (BUILDER) (excluding Municipal Snow/Ice Removal Services)	Townhome Parcel (BUILDER)	100 %
Declarant		Snow removal from, and maintenance of Townhome Area (Non-BUILDER) (excluding Municipal Snow/Ice Removal Services)	Townhome Parcel (Non-BUILDER)	100 %
Declarant	Private Roads and Private Road Walkways (excluding Municipal Snow/Ice Removal Service)		Townhome Parcel (BUILDER) Townhome Parcel (Non-BUILDER) Apartment-A Parcel Apartment-B Parcel Parking Structure Parcel	BUILDER % NON-BUILDER % 56% 16% 0%

Declarant	Stormwater Facilities		Townhome Parcel (BUILDER)	BUILDER %
			Townhome Parcel (Non-BUILDER)	NON-BUILDER %
			Apartment-A Parcel	56%
			Apartment-B Parcel	16%
			Parking Structure Parcel	0%
Declarant		Landscaping of, snow removal from, and maintenance of Townhome Common Area (BUILDER)	Townhome Parcel (BUILDER)	100 %
Declarant		Maintenance of Townhome Area (Non-BUILDER)	Townhome Parcel (Non-BUILDER)	100 %
Declarant	Liability Insurance		Townhome Parcel (BUILDER)	BUILDER %
			Townhome Parcel (Non-BUILDER)	NON-BUILDER %
			Apartment-A Parcel	56%
			Apartment-B Parcel	16%
			Parking Structure Parcel	0%
Declarant	Management		Townhome Parcel (BUILDER)	BUILDER %
			Townhome Parcel (Non-BUILDER)	NON-BUILDER %
			Apartment-A Parcel	56%
			Apartment-B Parcel	16%
			Parking Structure Parcel	0%

Municipality	Street Lamp Responsibilities (Public)		Parking Structure Parcel	100%
Declarant	Street Lamp Responsibilities (Private)		Townhome Parcel (BUILDER)	BUILDER %
			Townhome Parcel (Non-BUILDER)	NON-BUILDER %
			Apartment-A Parcel	56%
			Apartment-B Parcel	16%
			Parking Structure Parcel	0%
Declarant	Water Main Facilities		Townhome Parcel (BUILDER)	BUILDER %
			Townhome Parcel (Non-BUILDER)	NON-BUILDER %
			Apartment-A Parcel	56%
			Apartment-B Parcel	16%
			Parking Structure Parcel	0%

Note 1: For Property Wide Shared Area or Services, the Cost Sharing Percentage of the Townhome Parcel (BUILDER) *plus* the Townhome Parcel (NON-BUILDER), in the aggregate, shall be 28% (the “Applicable Aggregate Townhome Percentage”). To calculate the allocation between the Townhome Parcel (BUILDER) and Townhome Parcel (NON-BUILDER) for a given category at a certain point in time, (a) the BUILDER % shall be equal to (i) *the ratio of* the number of townhomes which have been constructed on the Townhome Parcel (BUILDER) and which are subject to assessment under the Townhome Declaration to the total number of townhomes which may be constructed on the Townhome Parcel (BUILDER) and the Townhome Parcel (Non-BUILDER) (ii) *multiplied by* Applicable Aggregate Townhome Percentage; and (b) the NON BUILDER % shall be equal to (i) 100%, (ii) *minus* the BUILDER %, (iii) *minus* the calculation of 100% less the Applicable Aggregate Townhome Percentage.

For purposes of example and clarification, at the time of recording this Agreement, there are no townhomes constructed on the Townhome Parcel (BUILDER), therefore the Cost Sharing Percentage of the Townhome Parcel (BUILDER) is 0% as of the recording hereof, and the Cost Sharing Percentage of the Townhome Parcel (NON-BUILDER) will be 100%. Eventually, by

the time all townhome units have been constructed and are subject to assessment under the Townhome Declaration, the Cost Sharing Percentage of the Townhome Parcel (BUILDER) will be 100% and the Cost Sharing Percentage of the Townhome Parcel (NON-BUILDER) will be 0%.

Note 2: The “Municipal Snow/Ice Removal Service” describes the seasonal snow and ice removal and maintenance of pedestrian walkways to be undertaken by the Municipality at limited locations shown on Attachment 1 to this Exhibit C (the areas listed as *Public Snow Removal*), notwithstanding that other parties may be the designated Maintenance Provider for other aspects of the Property Wide Shared Area covered by the Municipal Snow/Ice Removal Service, and that other parties may be the designated Maintenance Provider for snow and ice removal for other parts of the Premises as shown on Attachment 1 to this Exhibit C (the areas listed as *Private Snow Removal*).

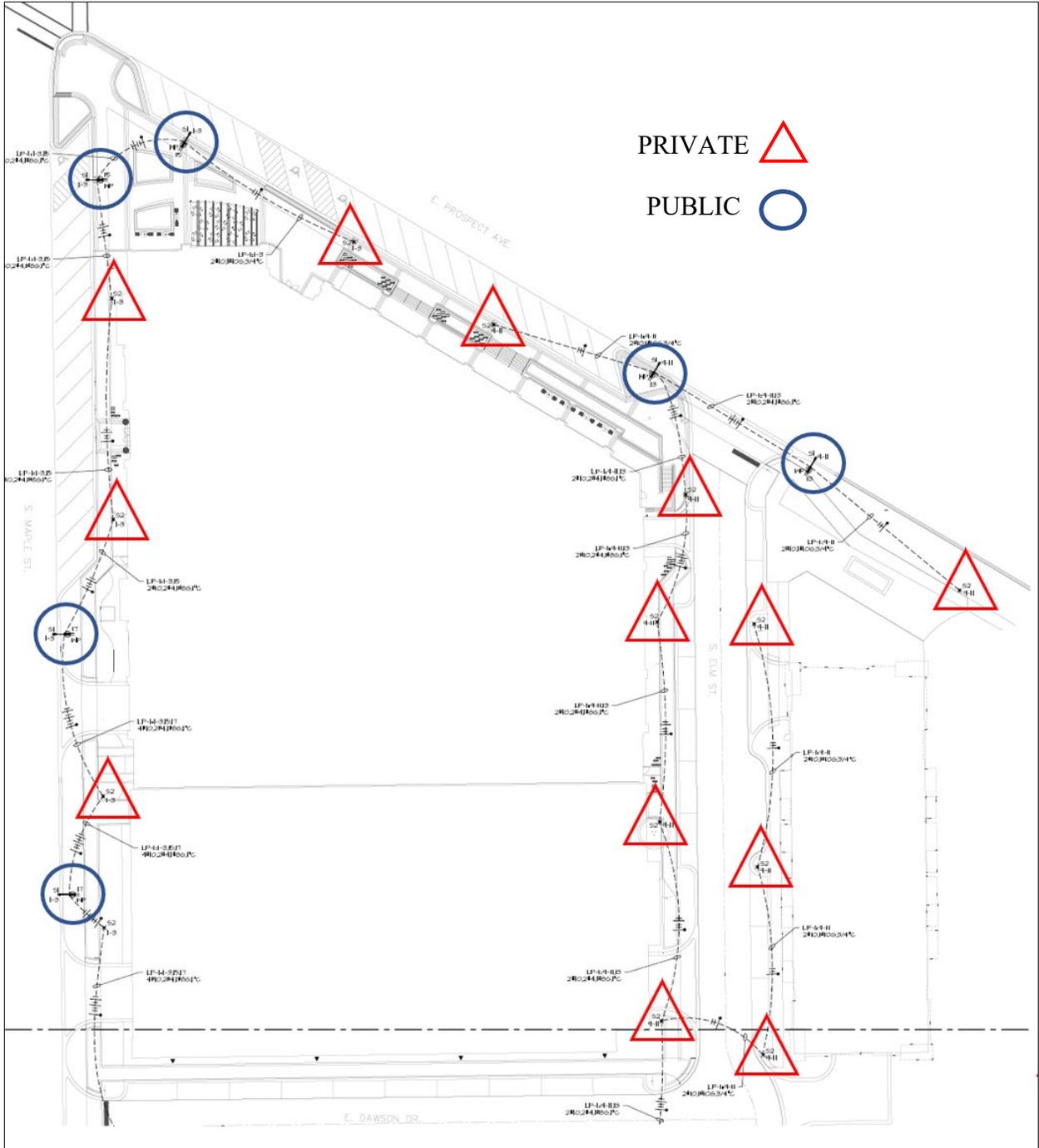
Note 3: The power feed, ongoing maintenance, repair, operation, and replacement for street and pedestrian light fixtures and cost thereof (“Street Lamp Responsibilities”) are to be allocated among the parties as set forth above in this Exhibit C. Illustration I and Illustration II of Attachment 1 to this Exhibit C illustrate that (i) those Street Lamp Responsibilities for fixtures that are identified with a *circle* are the responsibility of the Municipality (“Street Lamp Responsibilities (Public)”) as set forth above, and (ii) those Street Lamp Responsibilities for fixtures that are identified with a *triangle* are the responsibility of the Declarant (“Street Lamp Responsibilities (Private)”) as set forth above.

**ATTACHMENT 1 TO EXHIBIT C TO
DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS**



**ATTACHMENT 2 TO EXHIBIT C TO
DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS
Illustration I**

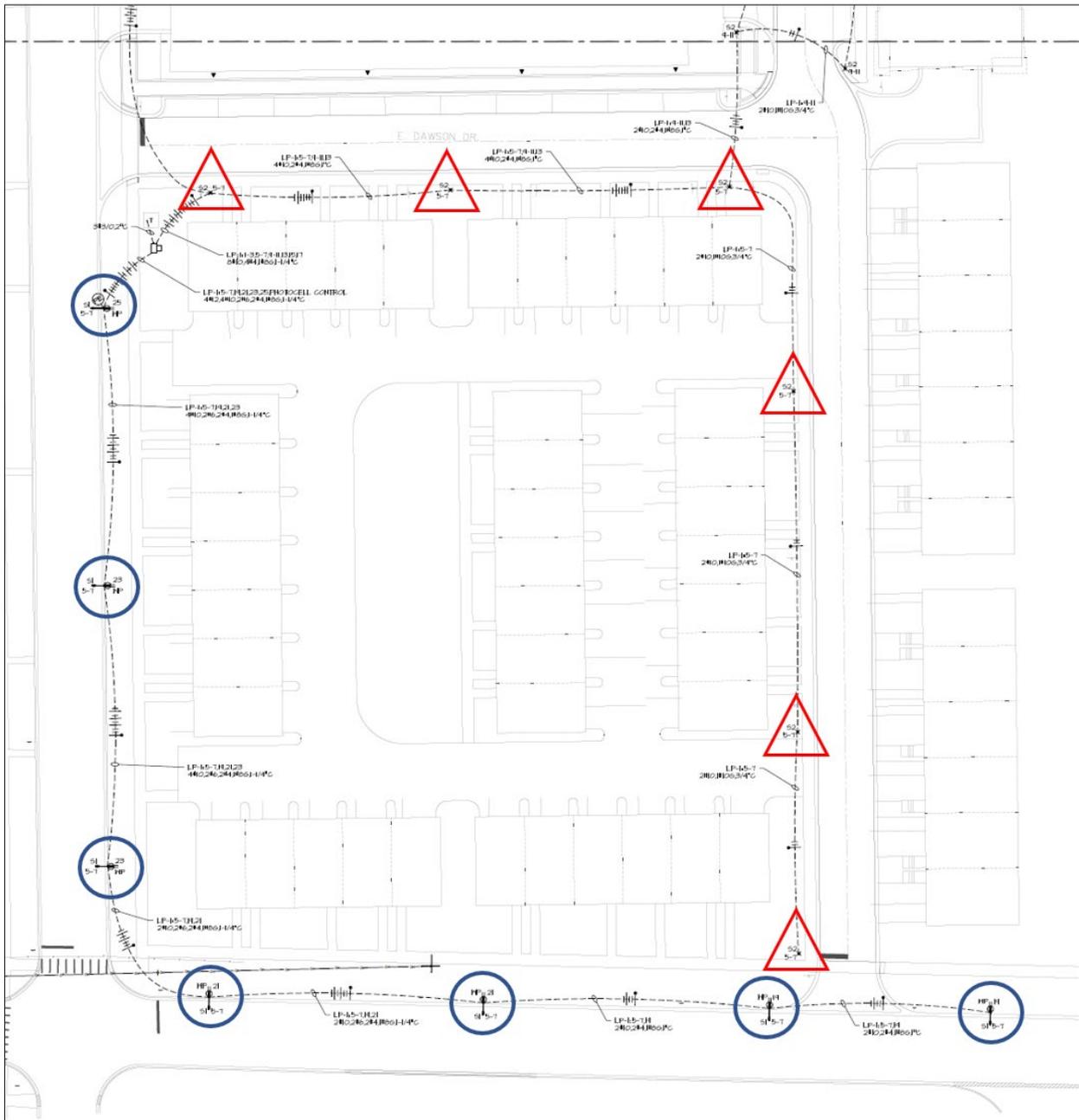
Lighting Fixtures: Maintenance & Operation
NORTH
(exact locations subject to permit)



**ATTACHMENT 2 TO EXHIBIT C TO
DECLARATION AND GRANT OF CROSS EASEMENTS AND
COST SHARING PROVISIONS
RE: MAPLE STREET LOFTS
Illustration II**

Lighting Fixtures: Maintenance & Operation
SOUTH
(exact locations subject to permit)

PRIVATE 
PUBLIC 



THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE MAPLE STREET LOFTS DEVELOPMENT COMPRISING A PART OF THE PROSPECT AND MAIN TIF DISTRICT OF THE VILLAGE OF MOUNT PROSPECT, ILLINOIS

This Third Amendment dated this ____ day of August, 2020, amends that certain Redevelopment Agreement for the Maple Street Lofts Development Comprising a Part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois, dated June 9, 2019, between the Village of Mount Prospect, Illinois, an Illinois home rule municipal corporation (Village”) and Maple Street Lofts, LLC, an Illinois limited liability company (Developer).

WITNESSETH:

I. In consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Village and the Developer agree as follows:

1. The aforesaid Redevelopment Agreement, Section VI, Development of the Property, Subsection A, Approvals, Permits, Construction, and Completion, subpart 5 is hereby amended to read as follows:

“On or before May 31, 2023, obtain a Certificate of Project Completion (as defined in Section XI. A below) for the Project, including the Parking Garage, if applicable.”

2. The aforesaid Redevelopment Agreement, Section VI, Development of the Property, Subsection B, Village Buy Back, is hereby amended to add a new subpart 4 to read as follows:

“Notwithstanding the above, upon issuance of a certificate of occupancy or temporary certificate of occupancy for Building A, Building A and the appurtenant former Village owned property shall no longer be subject to the re-purchase rights hereunder.

3. The aforesaid Redevelopment Agreement, Section XIV, Insurance, Subsection A, Insurance Coverages, subpart 1 is hereby amended to read as follows:

“Builder’s risk insurance, written on the so-called “Builder’s Risk – Completed Value Basis,” in an amount equal to one hundred percent (100%) of the insurable value of the project at the date of completion, and with coverage available in non-reporting form on the so-called “all risk” form of policy. This Builder’s Risk coverage obligation shall

cease upon Project completion and/or the issuance the appropriate Certificates of Occupancy.”

4. The aforesaid Redevelopment Agreement, Section XVIII, Miscellaneous Provisions, Subsection L, Cooperation and Assistance, is hereby amended to read as follows:

“The Village and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed, and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement. In this regard, the Village and the Developer acknowledge and assent that Lot 1 has been transferred to Maple Street Lofts Property Owner, LLC for purposes of financing and Lot 3 has been transferred to MSL Rowhouses, LLC. Further, the Village and the Developer acknowledge and assent that the Village will have no objection to a future conveyance of the commercial spaces in Building A or Building D into a commercial condominium.

5. The aforesaid Redevelopment Agreement, Exhibit M, Construction Commencement and Completion Deadlines, is amended to indicate new construction commencement and completion deadlines.

- II. In consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Village and the Developer, and Tenant Angelo Caputo’s Fresh Markets, agree as follows:

1. The aforesaid Redevelopment Agreement, Section VI., Development of the Property, is hereby amended to add the new Subsection E., Grocery Store Tenant as follows:

- E. **Grocery Store Tenant.** The Village agrees that securing a grocer tenant (“Grocer”) helps achieve key goals of the TIF Plan and Angelo Caputo’s Fresh Markets Store (“Caputo’s”) shall become the tenant for approximately 15,000 square feet of ground floor retail space in the Maple Street Lofts Development.

1. The Village shall provide financial assistance to Developer in order to assist with the buildout of the space (Capital Cost Assistance) and rent and operational costs (Operating Cost Assistance) in order to establish Caputo's as a grocery store tenant in the Maple Street Lofts Development.
2. The Village determines that total Capital Cost Assistance provided by the Village shall amount to a maximum of \$629,708.00. The Village shall provide \$300,000 from anticipated land sale proceeds from a different project at temporary certificate of occupancy of Grocer. The Village will further provide TIF assistance on a pay-as-you-go basis from in-PIN increment generated from the Greater Redevelopment for the remaining \$329,708.00.
3. The Village determines that total Operating Cost Assistance provided by the Village shall amount to a maximum of \$883,188.79. The Village will provide up to \$883,188.79 through a 100% sales tax rebate on the Village's share of sales tax proceeds from Grocer as revenue is available.
4. The Village's obligations to provide Grocer with financial assistance shall be conditioned on Grocer's compliance with all covenants and obligations of any Agreements with the Village or with Developer; submission to the Village of a written sworn disbursement request and lien waivers, along with appropriate supporting documentation in relation thereto, with respect to the TIF-eligible reimbursement of Capital Costs for which Developer seeks reimbursement; provision to the Village, upon request of all reasonable and customary documentation required by the Village to evidence the TIF-eligible reimbursement improvements for the Project, such records to include, but not be limited to, all invoices for the improvements, all contracts with the Developer's contractor(s), subcontractor(s), contractor's affidavits, subcontractor's affidavits, lien waivers with invoices, copies of checks and any other documentation reasonably requested by the Village and/or in the possession of Grocer; validation of the costs associated with the disbursement request and verification that said costs have been incurred and paid by Developer and/or Grocer, and compliance by Grocer with all of the terms of this Agreement and with the laws and regulations of the Village, the State of Illinois, and the United States of America.

5. The financial assistance provided by the Village in this Subsection E shall cease upon Developer's receipt of the maximum amount of funds as set forth in Paragraphs 2 and 3 herein, or the expiration of ten years after the issuance of a certificate of occupancy for Grocer, whichever occurs first.
6. Subject to uncontrollable circumstances, if at any time Grocer ceases to operate during the term of this Agreement, or abandons the Project, the payment of financial assistance shall cease, and shall not be reinstated thereafter.
7. In the event Caputo's ceases tenancy as Grocer prior to the satisfaction of the financial assistance provided by the Village in this Subsection E, any then remaining financial assistance will be subject to Village Manager's approval of the replacement grocer.
8. The financial assistance set forth herein is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide Grocer and/or Developer with either Capital Cost Assistance or Operating Cost Assistance.

III.. Those provisions of the Redevelopment Agreement not modified by this Amendment shall remain in full force and effect.

VILLAGE OF MOUNT PROSPECT

DEVELOPER

By: _____

By: _____

Name : _____

Name: _____

Village Manager

Authorized Officer

Date: _____, 2020

Date: _____, 2020

ANGELO CAPUTO'S FRESH MARKETS

By: _____

Name: _____

Authorized Officer

Date: _____, 2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR THE MAPLE STREET LOFTS DEVELOPMENT AND APPROVING THE DECLARATION AND GRANT OF CROSS EASEMENTS AND COST SHARING PROVISIONS RE: MAPLE STREET LOFTS

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Mount Prospect, Cook County, Illinois, as follows:

SECTION 1: The Mayor and Board of Trustees of the Village find as follows:

- A. The Village of Mount Prospect (“Village”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time (“TIF Act”).
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 6293, 6294 and 6295, adopted January 17, 2017, the Prospect and Main Tax Increment Financing District (“TIF District”) was formed as a TIF district, for a twenty-three (23) year period.
- D. The Village authorized by Ordinance No. 6447 a “Redevelopment Agreement for the Maple Street Lofts Development Comprising a Part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois” on April 9, 2019.
- E. In furtherance of the objectives of the abovementioned Ordinances, the Village entered into a “Redevelopment Agreement for the Maple Street Lofts Development Comprising a Part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois,” between the Developer and the Village (the “Parties”), dated June 24, 2019, which sets forth the terms and conditions pursuant to which the Developer will proceed with, redevelop, and operate, the Project on the Property (“Redevelopment Agreement”).
- F. The Village authorized by Ordinance No. 6484 adopted on November 5, 2019, a first amendment to the “Redevelopment Agreement for the Maple Street Lofts Development Comprising a Part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois.”
- G. The Village authorized by Ordinance No. 6517 adopted May 5, 2020, a second amendment to the “Redevelopment Agreement for the Maple

Street Lofts Development Comprising a Part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois.”

- H. The Parties desire to authorize a third amendment to the “Redevelopment Agreement for the Maple Street Lofts Development Comprising a Part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois” as it pertains several revisions, including, but not limited to, A Grocery Store Tenant in the Maple Street Lofts Development, attached as Exhibit A.
- I. The Village further desires to approve the Declaration and Grant of Cross Easements and Cost Sharing Provisions Re: Maple Street Lofts attached as Exhibit B.

SECTION 2: Based upon the foregoing, the Village Mayor, Village Clerk and Village Manager, or their designees, be and are hereby authorized and directed to execute the attached Third Amendment to the Redevelopment Agreement for the Maple Street Lofts Development Comprising a Part of the Prospect and Main TIF District of the Village of Mount Prospect, Illinois” and perform the Village’s obligations thereunder.

SECTION 3: Based upon the foregoing, the Village Mayor, Village Clerk and Village Manager, or their designees, be and are hereby authorized and directed to execute the attached Declaration and Grant of Cross Easements and Cost Sharing Provisions Re: Maple Street Lofts and perform the Village’s obligations thereunder.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of August, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of August, 2020, by the Village Mayor of the Village of Mount Prospect, and attested by the Village Clerk, on the same day.

Village Mayor

APPROVED and FILED in my office this ____ day of August, 2020 and published in pamphlet form in the Village of Mount Prospect, Cook County, Illinois.

ATTEST:

Village Clerk

