AGENDA
VILLAGE BOARD MEETING NO. 3316
February 24, 2025 - 7:00 PM
Village Hall - Board Room
300 Plaza Circle, Mundelein, IL 60060

I. CALL TO ORDER

II. ATTENDANCE

III. PLEDGE OF ALLEGIANCE

IV. MINUTES APPROVAL

A. **Motion** to approve the Board of Trustees Regular meeting minutes from February 10, 2025.

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

VII. PUBLIC HEARINGS

VIII. MAYOR'S REPORT

A. Proclamation - Recognizing Mundelein Resident, Ken Schulman

B. Resolution for the Lease Agreement between the Village of Mundelein and ICR24/7 Inc.

Motion to adopt a resolution approving and authorizing execution of a lease agreement between the Village of Mundelein, Landlord and ICR24/7 Inc., Tenant at 161 - 165 North Archer Avenue.

C. Resolution Amending the Listing Agreement with CBRE

Motion to adopt Resolution Approving an Amendment to a Property Listing Agreement with CBRE, Inc. regarding Village-Owned Property at 165 North Archer Avenue, Mundelein, Illinois.

IX. TRUSTEE REPORTS

A. Community and Economic Development Committee (Wilson, Schwenk, Meier)

B. Public Works Committee (Ross, Meier, Lambert)

1. Water System Master Plan Supplement - IEPA Loan Application

Motion to Authorize Director of Public Works and Engineering to execute an agreement with Christopher B. Burke Engineering, Ltd. to prepare a project plan report and loan application package for submittal to the IEPA low interest loan program and to approve a purchase order in the amount of $24,500.00.

C. Finance Committee (Schwenk, Juarez, Ross)

1. Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between February 11, 2025, and ending February 24, 2025, in the amount of $944,702.68.

2. Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 02/24/2025.

DATE	VENDOR	AMOUNT
02/24/2025	AT&T	$4,162.66
02/24/2025	AT&T LONG DISTANCE	$397.92

D. Public Safety Committee (Lambert, Wilson, Juarez)

E. Building Committee (Juarez, Ross, Wilson)

F. Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

G. Other Reports

X. SCHEDULED BUSINESS

A. Omnibus Vote Items

1. Executive Session Meeting Minute Approval - January 13, 2025

Motion to approve the Executive Session Meeting Minutes for January 13, 2025.

2. Al Warren Oil Company Purchase Order

Motion to approve purchase order number 25-00030 in the amount of $47,170.18 to Al Warren Oil Company, Inc. for bulk gasoline and diesel.

3. Large Meter Purchase for Springs of Mundelein

Motion to approve purchase order number 25-00023 in the amount of $21,106.98 to Midwest Meter for Fiscal Year 2025 Progress Billing.

4. T.P.I. Purchase Order

Motion to approve purchase order number 25-00045 in the amount of $26,976.38 to T.P.I. for plan review fees for Flaherty & Collins.

XI. VILLAGE STAFF REPORTS

A. Village Administrator

B. Village Attorney

C. Village Clerk

XII. EXECUTIVE SESSION

A. Motion to recess into Executive Session to discuss pending litigation pursuant to 5 ILCS 120, Section 2(c)(11), land acquisition or sale of property pursuant to 5 ILCS 120, Section 2(c)(5), personnel pursuant to 5 ILCS 120, Section 2(c)(1), and minutes pursuant to 5 ILCS 120, Section 2(c)(21).

B. Motion to reconvene Village Board Meeting

C. Attendance

D. Action from Executive Session

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

A. Motion to Adjourn the Regular Board Meeting

The Village of Mundelein, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions about the accessibility of the meeting or facilities, to contact the ADA Coordinator at 847-949-3200 to allow the Village to arrange accommodations for those persons.

CALL TO ORDER

The 3315th Regular Meeting of the Board of Trustees of the Village of Mundelein was held on February 10, 2025 at 300 Plaza Circle, Mundelein. Mayor Lentz called the meeting to order at 7:12 PM.

ATTENDANCE

Administrator Assistant Monroe took the roll call. It indicated as follows:

Board Attendance
PRESENT: Trustees Juarez, Lambert, Meier, Ross, Schwenk, Wilson, Mayor Lentz
ABSENT: Clerk Walsh

Village Attendance
PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Police Chief Seeley, Building Department Director Sellas, Community Development Director Orenchuk, Public Works and Engineering Director Boeche
ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Lentz led the Pledge of Allegiance.

MINUTES APPROVAL

Board of Trustees Regular meeting minutes from January 27, 2025.
Motion to approve the Board of Trustees Regular meeting minutes from January 27, 2025.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Erich Schwenk
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

James Holm spoke on the issue of his homelessness. He has been a Mundelein resident for more than 25 years and had questions about the Village's ordinance dealing with public outdoor camping. Mr. Holm's main desire is to stay in Mundelein, he has been offered options by the MPD such as PADS in Waukegan and Mr. Holm is not interested

because that would require his leaving Mundelein. Trustee Lambert asked what his ideal solution would be; Trustee Schwenk urged him to take the offers from the Police--this might allow him to get settled and then reconnect with his fiancée.

PRESENTATIONS / AWARDS

None

PUBLIC HEARINGS

None

MAYOR'S REPORT

MEETING CALL - Committee of the Whole - Commission Annual Reports on Monday, February 24, 2025 at 6:00 PM at the Village Hall - 300 Plaza Circle, Mundelein.

Appointment to the Mundelein Community Days Commission - Michael Krummick

Motion to approve the appointment of Michael Krummick to the Mundelein Community Days Commission.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Jenny Berman Ross
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Mr. Krummick will be sworn in at a later date.

Proclamation - 211 Day

211 is able to connect residents with various resources for health and community needs. February 11 is proclaimed 211 Day. President Lake County Health Board Sashko and Lake County 211 Manager Maria Nava spoke about the 211 program and how important it is to have the support of the Village Board. Sustainability is very important--continue to look forward.

Ordinance Amending Chapter 5.80: Business Registrations

Motion to pass an Ordinance Amending Chapter 5.80.020 of the Mundelein Municipal Code, regarding Business Registrations.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Erich Schwenk
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich

	Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Amendment to Chapter 8.04.040 (f): Prohibited Animals

Motion to pass an Ordinance Amending Chapter 8.04.040 (f) of the Mundelein Municipal Code, regarding Prohibited Animals

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Erich Schwenk
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

TRUSTEE REPORTS

Community and Economic Development Committee (Wilson, Schwenk, Meier)

PZC-15-2024 - 760-780 South Midlothian Road - Variation - Outdoor Contractor Storage Yard and Office in the R-1 District

Motion to pass an Ordinance denying a Variation to Allow a Contractor Storage Yard and Office at 760-780 South Midlothian Road.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Erich Schwenk
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

PZC-19-2024 - 1126 Magnolia Road - Variation - Accessory Structure Exceeds Allowable Maximum Square Footage

Motion to pass an Ordinance Granting a Variation from Section 20.52.050(A)(9) to Permit a Pergola that Exceeds the Maximum Allowed Square Footage of 144 Square Feet at 1126 Magnolia Road, Mundelein, Illinois.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Kara Lambert
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson

NAYS:	None
ABSTAIN:	None

PZC-20-2024 - 1464 South Butterfield Road - Variation - Motor Vehicle Service and Repair (Minor) Use Standards

Motion to pass an Ordinance Granting a Certain Conditional Variation for the Property Located at 1464 South Butterfield Road, Mundelein, Illinois.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Negotiating Team Appointment - Pulte Project

Motion to appoint Trustee Juarez and Trustee Schwenk to the Pulte Project Negotiating Team.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Kara Lambert
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Ribbon Cuttings--Megan's Hairology, Premier Veterinarian Group, and Turbo Armory

Public Works Committee (Ross, Meier, Lambert)

No report

Finance Committee (Schwenk, Juarez, Ross)

Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between January 28, 2025 and ending February 10, 2025 in the amount of $1,173,032.96.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson

NAYS:	None
ABSTAIN:	None

Public Safety Committee (Lambert, Wilson, Juarez)

Blood Drive this Saturday, February 15.

Building Committee (Juarez, Ross, Wilson)

No report

Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

No report

Other Reports

None

SCHEDULED BUSINESS

Omnibus Vote Items

Lauterbach & Amen-FY24 Progress Billing

Motion to approve purchase order number 25-00032 in the amount of $33,500.00 to Lauterbach & Amen for Fiscal Year 2024 Progress Billing.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Robin Meier
SECONDER:	Trustee Erich Schwenk
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Synergy Construction - Station 250 - Demolition Reimbursement and Public Improvement Request

Motion to approve purchase order number 25-00040 and payment in the amount of $360,000 and purchase order number 25-00041 and payment in the amount of $88,616.00 for the reimbursement of demolition costs regarding the Station 250 Redevelopment Agreement. Ordinance No. 22-10-50.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Robin Meier
SECONDER:	Trustee Erich Schwenk

AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

VILLAGE STAFF REPORTS

Village Administrator

No report

Village Attorney

No report

Village Clerk

No report

EXECUTIVE SESSION

Motion to recess into Executive Session to discuss pending litigation pursuant to 5 ILCS 120, Section 2(c)(11), land acquisition or sale of property pursuant to 5 ILCS 120, Section 2(c)(5), personnel pursuant to 5 ILCS 120, Section 2(c)(1), and minutes pursuant to 5 ILCS 120, Section 2(c)(21).

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Robin Meier
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Recessed into Executive Session 7:48 PM.

Motion to reconvene Village Board Meeting

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Meier
SECONDER:	Trustee Wilson
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None

ABSTAIN:	None

Attendance

Assistant Administrator Monroe took the roll call. It indicated as follows:

Board Attendance
PRESENT: Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
ABSENT: Clerk Walsh

Action from Executive Session

None

OTHER BUSINESS

None

ADJOURNMENT

Motion to Adjourn the Regular Board Meeting

Motion to Adjourn the Regular Board Meeting.

RESULT:	**Passed [Yes 6, No 0, Abstained 0]**
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Kara Lambert
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

The Regular Board Meeting adjourned at 8:24 PM.

_____
Village Clerk

Mayoral Proclamation

RECOGNIZING MUNDELEIN RESIDENT, KEN SCHULMAN, WHO WAS DEPLOYED TO NORTH CAROLINA IN RESPONSE TO HURRICANE HELENE

WHEREAS, Ken Schulman has been a resident of Mundelein for twenty-seven years; and

WHEREAS, Ken is a Lieutenant with the Deerfield-Bannockburn Fire Protection District; and

WHEREAS, Ken has been the Deerfield-Bannockburn Fire Protection District water rescue team leader for approximately 21 years; and

WHEREAS, Ken has been a member of the MABAS Division 3 and 4/5 Swiftwater rescue team since 2007 (17 years); and

WHEREAS, Ken has been the Training Manager and one of the team leaders on MABAS - IL Water Rescue 1 for approximately nine years; and

WHEREAS, MABAS IL WR-1 was deployed as part of an interstate EMAC response, at the FEMA level, in response to Hurricane Helene to North Carolina; and

WHEREAS, the team was deployed from September 25, 2024, ahead of the storm, until October 10, 2024; and

WHEREAS, IL WR-1 was assigned to Buncombe County in North Carolina. The group was stationed in Candler, NC, a suburb on the west side of Asheville, NC. Areas the team was assigned during and after the storm included Riceville, NC, and Swannanoa; and

WHEREAS, Ken was the Team Leader of a 12-person team. As the team lead, Ken coordinated all aspects of ILWR-1's activities, movements, and intelligence under North Carolina Task Force 11, the Buncombe County EMA, the State of North Carolina's IST (Incident Support Team), and FEMA; and

WHEREAS, As a team, the group performed numerous rescues along Old Route 70 in Swannanoa during the storm, in the face of massive flash flooding that washed away numerous homes, rescuing approximately 25-30 people.

WHEREAS, after the storm had subsided, the team performed primary searches of numerous areas in Riceville, NC that were cut off or completely swept away in the flash flooding. The searches helped direct relief efforts and assist with evacuations.

NOW THEREFORE, BE IT PROCLAIMED, by the Mayor and Board of Trustees of the Village of Mundelein, Lake County, Illinois, that Ken Schulman be recognized for his response to Hurricane Helene.

PROCLAIMED, signed and sealed on this 24th day of February 2025.

ATTEST: _____

Village Clerk Mayor

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of February 24, 2025

Subject: Resolution for the Lease Agreement between the Village of Mundelein and ICR24/7 Inc.

Financial Impact:

Attachments:

1. R-25-02-4 - Exhibit A - Lease Agreement - ILC24-7 Inc.
2. 165 N ARCHER FIRST FLOOR Leased Space.03.01.2025 (1)
3. R-25-02-4 - Incubator Business Plan - 11-8-24

Background:

ICR24/7 is the proposed tenant for demised space at Archer Business Center. The space, most recently used for the Lure of the Local, will become an advanced manufacturing and robotic equipment training and educational facility. The entrepreneurial incubator concept will include academic and research programs, administrative offices, conferences, and small manufacturing, with minimal box truck deliveries.

The primary mission of the Incubator is to close the workforce skills gap through hands-on advanced manufacturing training and deliver a range of programs that would combine education, research, and entrepreneurship under one roof.ICR24/7 who has operated as GennFlex will provide a seamless pathway from training to business creation, all within a supportive and innovative ecosystem, setting a new standard for community-based industrial growth and workforce development. To support this programming, the Incubator plans to make improvements to Archer Business Center as desired future space is occupied to enhance the aesthetic appeal and update the building's service systems to accommodate visitors. This work would revitalize and enable the Archer Business Center to serve as a dynamic hub of innovation and generate creative energy that would positively impact individuals and businesses throughout the community.

Submitted by the business owner, Anton Koretskov, and included in your packet, is a full business plan for this space and his intentions for future expansion at Archer Business Center.

Recommendation:

Motion to adopt a resolution approving and authorizing execution of a lease agreement between the Village of Mundelein, Landlord and ICR24/7 Inc., Tenant at 161 - 165 North Archer Avenue.

I hereby certify that the attached is an original of

Resolution No. R-25-02-4

that said Resolution was adopted on **February 24, 2025**,

that it was posted in the Village Hall commencing on

2/25/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

_____

Village Clerk

RESOLUTION NO. R-25-02-4

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE VILLAGE OF MUNDELEIN, LANDLORD AND ICR24/7 INC., TENANT

WHEREAS, the Village of Mundelein, an Illinois municipal corporation (the "Village") has considered a lease agreement with ICR24/7 Inc. (the "Tenant") for the Tenant to lease from the Village approximately 10,247 square feet of office space at 161-165 North Archer Avenue in the form attached hereto as **Exhibit A** (the "Lease Agreement") with an initial monthly rent of $5.50 per square foot of leased space commencing on June 1, 2025, an increase to $5.72 per square foot on June 1, 2026, an increase to $5.95 per square foot on June 1, 2027;

WHEREAS, taking into account the purpose and mission of the Tenant, it is in the best interests of the Village of Mundelein and the community that said Lease Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I: That the Lease Agreement is hereby approved and the Village Administrator is hereby authorized and directed to execute and attest to the same, on behalf of the Village.

RESULT:	**[Yes 0, No 0, Abstained 0]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, February 24, 2025

APPROVED: Monday, February 24, 2025

ATTEST:

Village Clerk

LEASE AGREEMENT
BETWEEN
VILLAGE OF MUNDELEIN, LANDLORD,
AND ICR24/7 INC., TENANT

COMMERICAL LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease"), dated March 1, 2025, is made and entered into by and between the Village of Mundelein ("Landlord") and ICR24/7 Inc. ("Tenant") upon the following terms and conditions:

ARTICLE I. DEFINITIONS.

Unless the context otherwise specifies or requires, the following terms shall have the meanings specified herein:

1.1. **Building.** The term "Building" shall mean the building located at 161-165 N. Archer Ave., Mundelein, Illinois, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks, and landscaping.

1.2. **Premises.** The term "Premises" shall mean the space depicted on Exhibit A, which is approximately 10,247 square feet.

1.3. **Rentable Area of the Premises.** The term "Rentable Area of the Premises" shall mean 10,247 square feet, which Landlord and Tenant have stipulated as the Rentable Area of the Premises. Tenant acknowledges that the Rentable Area of the Premises includes the usable area, without deduction for columns or projections, multiplied by a load factor to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, restrooms and other public, common and service areas of the Building.

1.4. **Lease Term.** The term "Lease Term" shall mean the period between the Commencement Date and the Expiration Date (as such terms are hereinafter defined), unless sooner terminated as otherwise provided in this Lease.

1.5. **Commencement Date.** Subject to adjustment as provided in Article III, the term "Commencement Date" shall mean March 1, 2025.

1.6. **Expiration Date.** Subject to adjustment as provided in Article III, the term "Expiration Date" shall mean May 31, 2028.

1.7. **Base Rent.** Subject to adjustment as provided in Article IV, the term "Base Rent" shall be: based on $5.50 per square foot and mean $4,696 Dollars per month for the period June 1, 2025 through May 31, 2026; based on $5.72 per square foot and mean $4,884.40 Dollars per month for the period of June 1, 2026, through May 31, 2027; based on $5.95 per square foot and mean $5,079.78 Dollars per month for the period of June 1, 2027 through May 31, 2028. Rent shall be abated during the period of March 1, 2025 through May 31, 2025.

1.8. **Tenant's Percentage Share.** The term "Tenant's Percentage Share" shall mean the tenant's proportional share with respect to Operating Expenses, including Real Estate Taxes, CAM, and Utilities. Landlord may reasonably redetermine Tenant's Percentage Share from time to time.

1.9. **Security Deposit.** The term "Security Deposit" shall mean $10,000 Dollars.

1.10. **Tenant's Permitted Use.** The term "Tenant's Permitted Use" shall mean advanced manufacturing and robotics, equipment training, educational use, entrepreneurial

incubator, administrative and executive offices, meeting and conferencing and other legally permitted uses.

1.11. Landlord's Address for Notices. The term "Landlord's Address for Notices" shall mean the Village of Mundelein, c/o Lynne Monroe, Assistant Village Administrator, 300 Plaza Circle, Mundelein, IL 60060.

1.12. Tenant's Address for Notices. The term "Tenant's Address for Notices" shall mean ICR24/7 Inc. c/o Anton Koretskov, CEO, 161-165 N. Archer Avenue, Mundelein, IL 60060.

1.13. Broker. The term "Broker" shall mean [broker(s) name(s) and address(es)].

ARTICLE II. PREMISES.

2.1. Lease of Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises, together with the nonexclusive right to use the Common Areas, from Landlord, upon all of the terms, covenants and conditions contained in this Lease. The common areas appurtenant to the Building shall be referred herein as the "Common Areas" and shall include all areas and facilities outside the Premises that are designated by Landlord for general nonexclusive use of tenants of the Building; provided that Tenant shall not have any rights to the roof, exterior walls, utility raceways or air space, except as expressly provided in this Lease.

2.2. Delivery and Acceptance of Premises. Landlord shall have no obligation to make or pay for any improvements or renovations to the Premises to prepare the Premises for Tenant's occupancy Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's Permitted Use or for any other purpose. Prior to Tenant's taking possession of the Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing the condition of the Premises. Tenant agrees to accept the Premises in its "as is" physical condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same).

ARTICLE III. TERM.

3.1. Lease Term. Except as otherwise provided in this Lease, the Lease Term shall be for the period commencing on the Commencement Date and ending on the Expiration Date; provided, however, that if, for any reason, Landlord is unable to deliver possession of the Premises on the Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall the Lease be void or voidable, but, rather, the Lease Term shall commence upon, and the Commencement Date shall be, the date that possession of the Premises is so tendered to Tenant (except for Tenant-caused delays which shall not be deemed to delay commencement of the Lease Term), and, unless Landlord elects otherwise, the Expiration Date shall be extended by an equal number of days.

ARTICLE IV. RENTAL.

4.1. Definition of Operating Expenses. As used herein,

(a) "Operating Expenses" shall mean all costs, fees, disbursements and expenses paid or incurred by or on behalf of Landlord in the operation, ownership, maintenance, insurance, management, replacement and repair of the Building including without limitation:

(1) Taxes (as hereinafter defined).

(2) Premiums for property, casualty, liability insurance.

(3) Cleaning expenses, including without limitation janitorial services, window cleaning, and garbage and refuse removal.

(4) Landscaping expenses, including without limitation irrigating, trimming, mowing, fertilizing, seeding, and replacing plants and all supplies, tools, equipment and materials used in connection therewith.

(5) Heating, ventilating, air conditioning, gas, electricity, water, sewer, telephone, elevator and other service systems, and the cost of maintenance and service contracts in connection therewith.

(6) Subject to the provisions of Section VIII below, the cost of maintaining, operating, repairing and replacing components of equipment or machinery, including, without limitation, heating, refrigeration, ventilation, electrical, plumbing, mechanical, elevator, escalator, sprinklers, fire/life safety, security, and energy management systems, including service contracts, maintenance contracts, supplies and parts.

(7) Any capital expenditure that is classified as a deferred expense pursuant to generally accepted accounting principles (amortized over a useful life of not more than ten (10) years).

(8) Costs of policing, security and supervision of the Building.

(9) Cost of the rental of any machinery or equipment and the cost of supplies used in the maintenance and operation of the Building.

(10) The costs of licenses, certificates, permits, inspections, and the costs of contesting any governmental enactments which may affect Operating Expenses.

(11) Amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building or any portion thereof.

Operating Expenses shall not include (1) costs of alteration of the premises of tenants of the Building; (2) depreciation charges of the Building or equipment and any interest or other financing charges; (3) interest and principal payments on mortgages, deeds of trust or other debt; (4) ground rental payments; (5) real estate brokerage and leasing commissions; (6) expenses incurred in enforcing obligations of tenants of the Building; (8) costs of any special service provided to any one

tenant of the Building but not to tenants of the Building generally; and (9) costs of marketing or advertising the Building (including tenant relation programs and events).

(b) If the Building does not have one hundred (100%) percent occupancy during an entire calendar year, then the variable cost component of "Operating Expenses" shall be equitably adjusted so that the total amount of Operating Expenses equals the total amount which would have been paid or incurred by Landlord had the Building been one hundred (100%) percent occupied for the entire calendar year. In no event shall Landlord be entitled to receive from Tenant and any other tenants in the Building an aggregate amount of Operating Expenses in excess of actual Operating Expenses as a result of the foregoing provision.

4.2. **Total Rent.** During the Lease Term, Tenant shall pay to Landlord as rental for the Premises the Base Rent plus its proportionate share of the Operating Expenses.

4.3. **Adjustment Procedure; Estimates.** The Operating Expense Adjustment shall be determined and paid as follows:

(a) Prior to each year of the Lease Term, Landlord shall give Tenant written notice of its estimate of any amounts payable under Section 4.2 for that calendar year. On or before the first day of each calendar month during the calendar year, Tenant shall pay to Landlord one-twelfth (1/12th) of such estimated amounts; provided, however, that, Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

(b) Within one hundred twenty (120)/number of days after the close of each lease year or as soon thereafter as is practicable, Landlord shall deliver to Tenant a statement of that year's Operating Expenses, and the actual Operating Expense Adjustment to be made pursuant to Section 4.2 for such calendar year, as determined by Landlord (the "Landlord's Statement") and such Landlord's Statement shall be binding upon Tenant, except as provided in Section 4.4 below. If the amount of the actual Operating Expense Adjustment is more than the estimated payments of Tenant's Percentage Share of Operating Expenses for such calendar year made by Tenant, Tenant shall pay the deficiency to Landlord upon receipt of Landlord's Statement. If the amount of the actual Operating Expense Adjustment is less than the estimated payments for such calendar year made by Tenant, any excess shall be credited against Rent (as hereinafter defined) next payable by Tenant under this Lease or, if the Lease Term has expired, any excess shall be paid to Tenant after the Expiration Date with interest on such excess amount at the Interest Rate from the date paid by Tenant to the date of such credit. No delay in providing the statement described in this (b) shall act as a waiver of Landlord's right to payment under Section 4.2 above.

(c) If this Lease shall terminate on a day other than the end of a calendar year, the amount of the Operating Expense Adjustment to be paid pursuant to Section 4.2 that is applicable to the calendar year in which such termination occurs shall be prorated on the basis of the number of days from January 1 of the calendar year to the Termination Date bears to 365. The termination of this Lease shall not affect the

obligations of Landlord and Tenant pursuant to Section (b) to be performed after such termination.

4.4. Review of Landlord's Statement. Provided that Tenant is not then in default beyond any applicable notice and cure period of its obligations to pay Rent or any other payments required to be made by it under this Lease, and provided further, that Tenant strictly complies with the provisions of this Section 4.4, Tenant shall have the right, once each calendar year, to reasonably review supporting data for any portion of a Landlord's Statement (provided, however, Tenant may not have an audit right to all documentation relating to Building operations as this would far exceed the relevant information necessary to properly document a pass-through billing statement, but real estate tax statements, and information on utilities, repairs, maintenance and insurance will be available), in accordance with the following procedure:

(a) Tenant shall, within thirty (30) days after any such Landlord's Statement is delivered, deliver a written notice to Landlord specifying the portions of the Landlord's Statement that are claimed to be incorrect, and Tenant shall simultaneously pay to Landlord all amounts due from Tenant to Landlord as specified in the Landlord's Statement. Except as expressly set forth in subsection (c) below, in no event shall Tenant be entitled to withhold, deduct, or offset any monetary obligation of Tenant to Landlord under the Lease pending the completion of and regardless of the results of any review of records under this Section 4.4. The right of Tenant under this Section 4.4 may only be exercised once for any Landlord's Statement, and if Tenant fails to meet any of the above conditions as a prerequisite to the exercise of such right, the right of Tenant under this Section 4.4 for a particular Landlord's Statement shall be deemed waived.

(b) Any audit conducted shall be conducted upon not less than thirty (30) days' prior written notice, at Landlord's manager's corporate offices presently located at the address set forth in Section 1.121.10 during Landlord's Business Hours and in the manner so as to minimize interference with Landlord's business operations. Tenant agrees that any review of records under this Section 4.4 shall be conducted by an independent firm of certified public accountants of national standing. Tenant acknowledges and agrees that any records reviewed pursuant to this Section 4.4 constitute confidential information of Landlord, which shall not be disclosed to anyone other than the accountants performing the review and the principals of Tenant who receive the results of the review. The disclosure of such information to any other person, whether or not caused by the conduct of Tenant, shall constitute a material breach of this Lease.

(c) Any errors disclosed by the review shall be promptly corrected by Landlord, provided, however, that if Landlord disagrees with any such claimed errors, Landlord shall have the right to cause another review to be made by an independent firm of certified public accountants of national standing. In the event of a disagreement between the two accounting firms, the review that discloses the least amount of deviation from the Landlord's Statement shall be deemed to be correct. In the event that the results of the review of records (taking into account, if applicable, the results of any additional review caused by Landlord) reveal that Tenant has overpaid obligations for a preceding period, the amount of such overpayment shall

be credited against Tenant's subsequent installment obligations to pay the estimated Operating Expense Adjustment, or if the Lease Term has expired, shall be paid to Tenant. In the event that such results show that Tenant has underpaid its obligations for a preceding period, Tenant shall be liable for Landlord's actual accounting fees, and the amount of such underpayment shall be paid by Tenant to Landlord with the next succeeding installment obligation of estimated Operating Expense Adjustment.

4.5. **Payment.** Concurrently with the execution hereof, Tenant shall pay Landlord Base Rent for the first calendar month of the Lease Term. Thereafter the Base Rent shall be payable in advance on the first day of each calendar month. All Rent, and all other amounts payable to Landlord by Tenant pursuant to the provisions of this Lease, shall be paid to Landlord, (except as may be expressly provided in this Lease) without notice, demand, abatement, deduction or offset, in lawful money of the United States at Landlord's office in the Building or to such other person or at such other place as Landlord may designate from time to time by written notice given to Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the correct Rent due hereunder shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law or in equity.

4.6. **Late Charge: Interest.** Tenant acknowledges that the late payment of Base Rent or any other amounts payable by Tenant to Landlord hereunder (all of which shall constitute additional rental to the same extent as Base Rent) will cause Landlord to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. Landlord and Tenant agree that if Landlord does not receive any such payment on or before five (5) days after the date the payment is due, Tenant shall pay to Landlord, as additional rent, (a) a late charge equal to five (5) percent of the overdue amount to cover such additional administrative costs; and (b) interest on the delinquent amounts at the lesser of the maximum rate permitted by law, if any, or twelve (12) percent per annum ("Interest Rate") from the date due to the date paid.

4.7. **Additional Rent.** For purposes of this Lease, all amounts payable by Tenant to Landlord pursuant to this Lease, whether or not denominated as such, shall constitute additional rental hereunder. Such additional rental, together with the Base Rent and Operating Expense Adjustments, shall sometimes be referred to in this Lease as "Rent".

4.8. **Taxes.**

(a) The term "Taxes" shall mean the aggregate amount of all real estate taxes, assessments (whether they be general or special), sewer rents or water and charges, transit taxes, taxes based upon the receipt of rent or as against the business of leasing the Building, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing and operation of the Building, or any part thereof. Taxes shall also include all fees and costs, including attorneys' fees, appraisals and consultants' fees, incurred by Landlord in seeking to

obtain a reassessment, reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year shall be Taxes which are due for payment or paid in such year, rather than Taxes which are assessed or become a lien during such year. Taxes shall also include: (a) any tax, assessment, levy, imposition or charge imposed upon Landlord and measured by or based in whole or in part upon the Building, or the rents or other income from the Building, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair use or occupancy by Tenant of the Premises or any portion thereof, to the extent that such items would be payable if the Building was the only property of Landlord subject to same and the income received by Landlord from the Building was the only income of Landlord; (b) any personal property taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances of Landlord used in connection with the Building; and (c) any special assessments against real property imposed in connection with any public improvements or betterments.

(b) Landlord shall use commercially reasonable efforts to seek reassessment, reduction of, or a limit on the increase in Taxes. Refunds of Taxes shall be credited against Operating Expenses and refunded proportionately to Tenant, regardless of when received, based on the year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such year exceed the total amount paid by Tenant as Operating Expense Adjustment for such year. If Taxes for any period during the Lease Term are increased after payment thereof for any reason, including without limitation, error or reassessment by applicable governmental authorities, Tenant shall pay Landlord upon demand Tenant's Percentage Share of any such increased Taxes included by Landlord as Taxes pursuant to the terms of this Lease.

ARTICLE V. SECURITY DEPOSIT.

5.1. **Security Deposit.** Upon the execution of this Lease, Tenant shall deposit with Landlord the Security Deposit. The Security Deposit is made by Tenant to secure the faithful performance of all the terms, covenants and conditions of this Lease to be performed by Tenant. If Tenant shall default with respect to any covenant or provision hereof, Landlord may use, apply or retain all or any portion of the Security Deposit to cure such default or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall immediately upon written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount hereinabove stated. Landlord shall not be required to keep the Security Deposit separate from its general accounts and Tenant shall not be entitled to interest on the Security Deposit. Within thirty (30) days after the Expiration Date and the vacation of the Premises by Tenant, the Security Deposit, or such part as has not been applied to cure the default, shall be returned to Tenant. In the event of a sale or transfer of Landlord's interest in the Premises or the Building, Landlord shall have the right to transfer the Security Deposit to the purchaser or lessor, as the case may be, and upon any such transfer Landlord shall be relieved of all liability to Tenant for the

return of the Security Deposit, and Tenant shall look solely to the new owner or lessor for the return of the Security Deposit.

ARTICLE VI. USE OF PREMISES.

6.1. Tenant's Permitted Use. Tenant shall use the Premises only for Tenant's Permitted Use as set forth in Section 1.10 above and shall not use or permit the Premises to be used for any other purpose. Tenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to conduct Tenant's Permitted Use. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

Prior to Lease commencement and while preparing the space for occupancy, Tenant shall be allowed to use the leased space for staging purposes at no additional cost.

6.2. Compliance with Laws and Other Requirements.

(a) Tenant shall cause the Premises to comply in all material respects with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"), any certificate of occupancy, and any law, ordinance, regulation, covenant, condition or restriction affecting the Building or the Premises which in the future may become applicable to the Building or the Premises (collectively "Applicable Laws"). Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any Applicable Laws. Tenant shall pay all the costs, expenses, fines, penalties and damages which may be imposed upon Landlord or any Mortgagee (as hereinafter defined) by reason of or arising out of Tenant's failure to fully and promptly comply with this Section 6.2.

(b) Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (i) violates any Applicable Law; (ii) causes or is reasonably likely to cause damage to the Building or any equipment, facilities or systems therein, or the Premises economic maintenance, operation and repair of the Building or any equipment, facilities or systems therein, or Landlord's provision of services to the Building, (iv) impairs the character, reputation or appearance of the Building; (v) violates a requirement or condition of any fire and extended insurance policy covering the Building and/or the Premises, or increases the cost of such policy; (vi) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other tenants or occupants of the Building or their equipment, facilities or systems; (vii) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located in the Building; or (viii) violates the Rules and Regulations.

(c) If Landlord shall be required under this Lease or pursuant to law to comply with any Applicable Laws which Tenant is supposed to cure, Landlord may, at its option,

elect to terminate this Lease by giving not less than thirty (30) days' notice thereof to Tenant. If Tenant shall give notice to Landlord, within fifteen (15)days after the giving by Landlord of such notice of termination, that Tenant shall cause the required repairs or alterations in the Premises to be made at Tenant's expense, then (i) such notice of termination shall be ineffective and (ii) Tenant shall, at Tenant's expense, promptly and diligently cause such repairs or alterations to be performed in the manner set forth below in this Section (c) and shall hold harmless Landlord from any and all costs, expenses, penalties and/or liabilities in connection therewith.

6.3. Hazardous Materials.

(a) No Hazardous Materials (as hereinafter defined) shall be Handled (as hereinafter defined) upon, about, above or beneath the Premises or any portion of the Building by or on behalf of Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. Any such Hazardous Materials so Handled shall be known as "Tenant's Hazardous Materials". Notwithstanding the foregoing, normal quantities of Tenant's Hazardous Materials customarily used in the conduct of general administrative and executive office activities (e.g., copier fluids and cleaning supplies) may be Handled at the Premises without Landlord's prior written consent. Tenant's Hazardous Materials shall be Handled at all times in compliance with the applicable manufacturer's instructions and all applicable Environmental Laws as hereinafter defined.

(b) Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and expense, promptly take all actions required by any Regulatory Authority (as defined herein), or necessary for Landlord to make full economic use of the Premises or any portion of the Building, which requirements or necessity arises from the Handling of Tenant's Hazardous Materials upon, about, above or beneath the Premises or any portion of the Building. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises or any portion of the Building, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant shall take all actions necessary to restore the Premises or any portion of the Building to the condition existing prior to the introduction of Tenant's Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. Tenant shall nevertheless obtain Landlord's written approval prior to undertaking any actions required by this Section, which approval shall not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on the Premises or any portion of the Building. Notwithstanding the foregoing prohibition against the location of Tenant's Hazardous Materials upon, about, above or beneath the Premises or other portions of the Building, if Tenant causes any Tenant's Hazardous Materials to be located upon, about, above or beneath the Premises or any other portion of the Building, Tenant at its sole cost and expense will obtain insurance or other means of financial capability satisfactory to Landlord to assure compliance with the indemnity and other obligations of Tenant related to Tenant's Hazardous Materials set forth in this Lease. Such insurance or other means of financial capability shall be on such forms, in such

amounts, with such persons as from time to time required by Landlord, and otherwise satisfactory to Landlord.

(c) Tenant agrees to execute affidavits, representations, and the like from time to time at Landlord's request stating Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. Tenant shall promptly provide Landlord with any notices relating to Tenant's Hazardous Materials which Tenant is obligated to provide Landlord under Environmental Laws.

(d) "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any Regulatory Authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.

(e) "Hazardous Materials" means: (a) any material, product, chemical, waste, or substance: (i) which is defined or becomes defined as a "hazardous substance", "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any products, by-products or fractions thereof; (iii) containing polychlorinated biphenyls (PCB's), hydrocarbons, chlorofluorocarbons or formaldehyde; (iv) containing asbestos; (v) which is radioactive; (vi) which is infectious; or (b) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by Environmental Laws; (c) any other materials which is potentially injurious to the public health, safety or welfare, the environment, the Premises or any portion of the Building, or cause a nuisance upon or waste to the Premises or any portion of the Building; or (d) any other materials which is a basis for liability of Landlord to any governmental agency or third party under Environmental Laws or common law theory. Hazardous Materials shall include all materials whether such material was defined, recognized, known or suspected of being hazardous, toxic, dangerous or wasteful at the time of any act or omission giving rise to Tenant's liability.

(f) "Handle," "handle," "Handled," "handled," "Handling," or "handling" shall mean any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

(g) "Regulatory Authority" shall mean any federal, state or local governmental agency, commission, board or political subdivision.

ARTICLE VII. UTILITIES AND SERVICES.

7.1. Tenant's utilities. Tenant understands that Landlord shall not provide or pay for electricity or lighting controlled by switches that Tenant controls manually for electricity for Tenant's outlets, all of which electricity shall be paid for by Tenant. Tenant shall make all necessary arrangements with the utility company for metering and paying for electric current furnished by it to Tenant, and Tenant shall pay for all charges for electric

current consumed on the Premises during Tenant's occupancy thereof. Tenant shall make no alterations or additions to the electric equipment or appliances without the prior written consent of Landlord in each instance.

7.2. **Interruption of Services.** Landlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities, when such failure is caused by any force majeure event described in Section 23.4, and, in such event, Tenant shall not be entitled to any damages nor shall any failure or interruption abate or suspend Tenant's obligation to pay Rent and additional rent required under this Lease or performing its obligations under this Lease, or constitute or be construed as a constructive or other eviction of Tenant. Furthermore, Landlord shall not be liable under any circumstances for the failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities, including but not limited to a loss of or injury to property, or for injury to or interference with Tenant's business, or for loss of profits.

ARTICLE VIII. MAINTENANCE AND REPAIRS.

8.1. **Landlord's Obligations.** Landlord shall maintain and repair the following elements of the Building throughout the Lease Term: (A) the Building's shell and other structural portions of the Building (including, without limitation, the roof, foundations and external and load bearing walls), (B) the basic plumbing, heating, ventilating, air conditioning, mechanical, fire safety and sprinkler, and electrical systems within the Building's core and within the Premises (unless installed by Tenant), (C) the external façade and external windows, and (D) the Common Areas; provided, however, to the extent such maintenance and repair are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, agents, contractors, licensees or invitees, Tenant shall pay to Landlord, as additional rent, the costs of such maintenance and repair. Except as provided in Article XI, there shall be no abatement of Rent, nor shall there be any liability of Landlord, by reason of any injury or inconvenience to, or interference with, Tenant's business or operations arising from the making of, or failure to make, any maintenance or repairs in or to any portion of the Building.

8.2. **Tenant's Obligations.** During the Lease Term, Tenant shall, at its sole cost and expense, maintain the Premises in good order and repair (including, without limitation, the carpet, wall-covering, doors, plumbing and other fixtures, equipment, alterations and improvements, whether installed by Landlord or Tenant. Further, Tenant shall be responsible for, and upon demand by Landlord shall promptly reimburse Landlord for, any damage to any portion of the Building or the Premises caused by (a) Tenant's activities in the Building or the Premises; (b) the performance or existence of any Alterations made by Tenant; (c) the installation, use, operation or movement of Tenant's property in or about the Building or the Premises; or (d) any act or omission by Tenant or its officers, partners, employees, agents, contractors, licensees or invitees.

8.3. **Landlord's Rights.** Landlord and its contractors shall have the right, at all reasonable times and upon prior oral or telephonic notice to Tenant at the Premises, other than in the case of any emergency in which case no notice shall be required, to enter upon the Premises to make any repairs to the Premises or the Building reasonably required or

deemed reasonably necessary by Landlord and to erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs.

ARTICLE IX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

9.1. **Tenant Improvement Allowance.** Tenant shall have an improvement allowance for the Premises (defined as "TIA") in the form of a rent credit applicable to Tenant's net rental obligation. Tenant may also use the TIA to improve the Building, subject to Landlord's approval. TIA is $1.25 per square foot.

9.2. **Landlord's Consent; Conditions.** Tenant shall not make or permit to be made any alterations, additions, or improvements in or to the Premises ("Alterations") without the prior written consent of Landlord, which consent, with respect to non-structural alterations, shall not be unreasonably withheld or delayed. Landlord may impose as a condition to making any Alterations such requirements as Landlord in its sole discretion deems necessary or desirable including without limitation: Tenant's submission to Landlord, for Landlord's prior written approval all plans and specifications relating to the Alterations; Landlord's prior written approval of the time or times when the Alterations are to be performed; Landlord's prior written approval of the contractors and subcontractors performing work in connection with the Alterations; employment of union contractors and subcontractors who shall not cause labor disharmony; Tenant's receipt of all necessary permits and approvals from all governmental authorities having jurisdiction over the Premises prior to the construction of the Alterations; and Tenant's payment to Landlord of all costs and expenses incurred by Landlord because of Tenant's Alterations, including but not limited to costs incurred in reviewing the plans and specifications for, and the progress of, the Alterations. Tenant is required to provide Landlord written notice of whether the Alterations include the Handling of any Hazardous Materials and whether these materials are of a customary and typical nature for industry practices. Upon completion of the Alterations, Tenant shall provide Landlord with copies of as-built plans. Neither the approval by Landlord of plans and specifications relating to any Alterations nor Landlord's supervision or monitoring of any Alterations shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use or the proper performance of the Alterations.

9.3. **Performance of Alterations Work.** All work relating to the Alterations shall be performed in compliance with the plans and specifications approved by Landlord, all Applicable Laws, ordinances, rules, regulations and directives of all governmental authorities having jurisdiction and the requirements of all carriers of insurance on the Premises and the Building, the Board of Underwriters, Fire Rating Bureau, or similar organization. All work shall be performed in a diligent, first class manner, using materials and equipment at least equal in quality, and class to the then standards for the Building, and so as not to unreasonably interfere with any other tenants or occupants of the Building and Landlord's maintenance and operation of the Building. All costs incurred by Landlord relating to the Alterations shall be payable to Landlord by Tenant as additional rent upon demand. No asbestos-containing materials shall be used or incorporated in the Alterations. No lead-containing surfacing material, solder, or other construction materials or fixtures where the presence of lead might create a condition of exposure not in compliance with Environmental Laws shall be incorporated in the Alterations. In addition

to the requirements of Article X, prior to the commencement of performing any Alterations, Tenant shall provide Landlord with evidence that Tenant carries "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require.

9.4. **Liens.** Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep Landlord, the Premises and the Building free from all liens, stop notices and violation notices relating to the Alterations or any other work performed for, materials furnished to or obligations incurred by or for Tenant and Tenant shall protect, indemnify, hold harmless and defend Landlord, the Premises and the Building of and from any and all loss, cost, damage, liability and expense, including without limitation, attorneys' fees, arising out of or related to any such liens or notices.

9.5. **Removal of Alterations.** All Alterations shall become a part of the Premises and shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord shall, by written notice given to Tenant, require Tenant to remove some or all of the Alterations, in which event Tenant shall promptly remove the designated Alterations and shall promptly repair any resulting damage, all at Tenant's sole expense. All business and trade fixtures, machinery and equipment, furniture, movable partitions and items of personal property owned by Tenant, or installed by Tenant at its expense in the Premises or not paid for with any Tenant improvement allowance funds, shall be and remain the property of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole expense, remove all such items and repair any damage to the Premises or the Building caused by such removal. If the removal of any Alterations affects the structural components of the Building or Building systems, such removal shall, at Landlord's option, be performed by Landlord, at Tenant's sole cost and expense. If Tenant fails to remove any such items or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand.

ARTICLE X. INDEMNIFICATION AND INSURANCE.

10.1. Indemnification.

(a) Tenant hereby assumes all risk of loss, damage or injury to Tenant or to any other persons claiming through Tenant, or to their property, in, upon or about the Premises from any cause whatsoever and agrees that Landlord and any Mortgagee (as hereinafter defined), and each of their respective partners, directors, officers, managers, members, affiliates, beneficiaries, trustees, representatives, agents, employees, successors and assigns ("Landlord Parties") shall not be liable for, and are hereby released from, any responsibility for (i) any such loss, damage or injury either to person or property or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in, upon or about the Building, or caused by the operations in construction of any private, public or quasi-public work, and (iii) even if negligent, consequential or special damages (in all cases, except to the extent that such damage is caused by the gross negligence of Landlord Parties). Tenant agrees to protect, indemnify, hold harmless and defend Landlord Parties (except to the extent that the losses described below are caused by the gross negligence of

Landlord Parties) from and against any claim, suit, cause of action or judgment brought by or in favor of any person or persons for damage, loss, penalties, fines, liabilities or expense (including without limitation, attorney's fees, consultant fees and court costs) due to, but not limited to, bodily injury, including death, environmental damages, or property damage sustained by such person or persons:

(1) which arises out of, is occasioned by or is in any way attributable to, the use or occupancy of the Premises or any portion of the Building by Tenant or the acts or omissions of Tenant or its partners, directors, officers, managers, members, affiliates, agents and employees, successors and assigns ("Tenant Parties"), except that caused by the sole active negligence or willful misconduct of Landlord Parties.

(2) which arise from any violation of Applicable Laws, including without limitation, in connection with the Handling of any Tenant's Hazardous Materials, or the breach of any of the provisions of this Lease.

Tenant's obligations and liabilities pursuant to this Section 10.1 shall survive the expiration or earlier termination of this Lease.

(b) Landlord agrees to protect, indemnify, hold harmless and defend Tenant Parties from and against any and all loss, cost, damage, liability or expense, including without limitation reasonable attorneys' fees, with respect to any claim of damage or injury to persons or property at the Premises, caused by the gross negligence of Landlord Parties. In no event shall Landlord Parties be liable for consequential or special damages.

(c) Notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.

(d) Notwithstanding anything to the contrary contained in this Lease, nothing herein shall be construed to infer or imply that Tenant is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of Landlord.

10.2. Property Insurance.

(a) At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, "all-risk" property insurance for damage or other loss caused by fire or other casualty or cause, including but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting of pipes, explosion, in an amount not less than one hundred (100%) percent of the replacement cost covering (a) all Alterations made by or for Tenant in the Premises; and (b) Tenant's trade fixtures, equipment and other personal property from time to time situated in the Premises. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

(b) At all times during the Lease Term, Tenant shall procure and maintain business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils insured against in Section (a).

(c) Landlord shall, at all times during the Lease Term, procure and maintain "all-risk" property insurance in the amount not less than ninety (90%) percent of the insurable replacement cost covering the Building in which the Premises are located.

10.3. Liability Insurance.

(a) At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance shall have a minimum combined single limit of liability of at least Two Million ($2,000,000) Dollars per occurrence and a general aggregate limit of at least Two Million ($2,000,000) Dollars. All such policies shall be written to apply to all bodily injury, property damage and personal injury losses.

(b) Landlord shall, at all times during the Lease Term, procure and maintain commercial general liability insurance for the Building in which the Premises are located. Such insurance shall have minimum combined single limit of liability of at least Two Million ($2,000,000) Dollars per occurrence, and a general aggregate limit of at least Two Million ($2,000,000) Dollars.

10.4. Policy Requirements.

(a) All insurance required to be maintained by Tenant shall (i) be issued by insurance companies authorized to do insurance business in Illinois and rated not less than A in Best's Insurance Guide, (ii) be endorsed to include Landlord Parties as additional insureds, (iii) be written as primary policies, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds, (iv) specifically cover the liability assumed by Tenant under this Lease, including without limitation, Tenant's indemnity obligations, and (v) be in form and content reasonably acceptable to Landlord.

(b) A certificate of insurance (or, at Landlord's option, copies of the applicable policies) evidencing the insurance required under this Article X shall be delivered to Landlord not less than thirty (30) days prior to the Commencement Date. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to Landlord and to any Mortgagee designated by Landlord to Tenant. Tenant shall furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. If Tenant provides to Landlord a certificate that does not evidence the insurance required under this Article X, or that is faulty in any respect, Landlord's acceptance of such certificate will not constitute a waiver of Tenant's obligations to provide the required insurance.

(c) Tenant shall have the right to provide the insurance required by this Article X pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and Landlord as required by this Lease.

(d) Landlord may from time to time require that the amounts of insurance required to be maintained by Tenant under this Article X be increased and that Tenant carry such other types of insurance coverage and in such amounts covering the Premises and Tenant's operations therein so as to adequately protect Landlord's interest.

(e) The minimum limits of policies of insurance required of Tenant under this Article X shall in no event limit the liability of Tenant under this Lease. In no event shall (i) the insolvency, bankruptcy or failure of any insurance company covering Tenant, (ii) the failure of any insurance company to pay claims occurring, or (iii) any exclusion from or insufficiency of coverage, affect, negate or waive any of Tenant's indemnity obligations under this Lease. The amount of liability insurance maintained by Tenant will not be reduced by the existence of insurance coverage under policies separately maintained by Landlord. Tenant will be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under its policies.

10.5. Waiver of Subrogation. Each party hereby waives any right of recovery against the other for injury or loss due to hazards covered by insurance or required to be covered, to the extent of the injury or loss covered thereby.

10.6. Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Article X, or to deliver such policies or certificate, Tenant shall be liable to Landlord for any loss or cost resulting from such failure to maintain or deliver, and Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord on demand after delivery to Tenant of bills therefor. Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent.

10.7. Compliance with Landlord's Insurance. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect of the Building and/or the property therein and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises which would increase any insurance rate in respect of the Building or the property therein over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Building or the property therein in amounts reasonably satisfactory to Landlord, or which would result in the cancellation of or the assertion of any defense by the insurer in whole or in part to claims under any policy of insurance in respect of the Building or the property therein.

ARTICLE XI. DAMAGE AND DESTRUCTION.

11.1. Total Destruction. Except as provided in Section 11.3 below, this Lease shall automatically terminate if the Building is totally destroyed.

11.2. Partial Destruction of Premises. If the Premises are damaged or destroyed or rendered unusable by Tenant by any casualty which affects the Premises and/or the Common Areas and, in Landlord's opinion, the Premises (exclusive of any Alterations) and/or the Common Areas can be restored to its pre-existing condition (except for modifications required by any Applicable Laws or any Mortgagee or any other modification to the

Common Areas deemed desirable by Landlord or the Premises made usable by Tenant within two hundred seventy (270) days after the date of the damage or destruction or rendered unusable by Tenant ("Anticipated Completion Date"), Landlord shall, upon written notice from Tenant to Landlord of such damage, except as provided in Section 11.3, promptly and with due diligence (subject to delays for insurance adjustment or other matters beyond Landlord's control) repair any damage to the Premises (exclusive of any Alterations to the Premises made by Tenant, which shall be promptly repaired by Tenant at its sole expense) and, until such repairs are completed or the Premises made usable by Tenant, the Rent shall be abated from the date of damage or destruction or the Premises rendered unusable by Tenant in the same proportion that the rentable area of the portion of the Premises which is damaged or destroyed or is unusable by Tenant in the conduct of its business bears to the total Rentable Area of the Premises. The Rent shall not be abated if either (i) the damage or destruction is repaired within five (5) business days after Landlord receives written notice from Tenant of the casualty, or (ii) any Tenant Parties is, in whole or in part, responsible for the damage or destruction.

11.3. Exceptions to Landlord's Obligations. Notwithstanding anything to the contrary contained in this Article XI, Landlord shall have no obligation to repair the Premises, and may instead terminate this Lease as of the date of the damage or destruction, by written notice given to Tenant within sixty (60) days after the date of the damage or destruction, if: (A) repairs of such damage or destruction cannot, in Landlord's opinion, be made on or before the Anticipated Completion Date; (B) the Building in which the Premises are located is so damaged as to require repairs to the Building exceeding twenty (20) percent of the full insurable value of the Building; (C) Landlord elects to demolish the Building in which the Premises are located, or rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; (D) the damage or destruction occurs less than two (2) years prior to the Expiration Date, exclusive of option periods; (E) Landlord is unable to obtain insurance proceeds sufficient to cover the cost of repairing such damage or destruction; or (F) any Mortgagee shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt or shall terminate the ground lease, as the case may be.

11.4. Waiver. The provisions contained in this Lease shall supersede any contrary laws (whether statutory, common law or otherwise) now or hereafter in effect relating to damage, destruction, self-help or termination.

ARTICLE XII. CONDEMNATION.

12.1. Taking. If the entire Premises or so much of the Premises as to render the balance unusable by Tenant shall be taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public purpose (collectively "Condemnation"), and if Landlord, at its option, is unable or unwilling to provide substitute premises containing at least as much as the Rentable Area of the Premises or Landlord determines that alteration or reconstruction is not economically justified, then this Lease shall terminate on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier.

12.2. **Award.** In the event of any Condemnation, the entire award for such taking shall belong to Landlord, and Tenant expressly assigns to Landlord all of its right, title and interest in and to every such award. Tenant shall have no claim against Landlord or the award for the value of any unexpired term of this Lease or otherwise. Tenant, however, shall be entitled to independently pursue a separate award in a separate proceeding for Tenant's relocation costs directly associated with the Condemnation, provided such separate award does not diminish the award available to Landlord or any Mortgagee and is payable separately to Tenant.

12.3. **Temporary Taking.** No temporary taking of the Premises shall terminate this Lease or entitle Tenant to any abatement of the Rent payable to Landlord under this Lease; provided, further, that any award for such temporary taking shall belong to Tenant to the extent that the award represents compensation for the use and occupancy of the Premises, for the taking of Tenant's personal property and for moving expenses and applies to any time period during the Lease Term, and to Landlord to the extent that the award represents reimbursement for the cost of restoration of the Premises or applies to any time period outside the Lease Term.

ARTICLE XIII. RELOCATION.

13.1. **Relocation.** Landlord shall have a one time right, at its option upon not less than ninety (90) days prior written notice to Tenant, to relocate Tenant and to substitute for the Premises other space in the Building containing at least as much as the Rentable Area of the Premises. If Tenant is already in occupancy of the Premises, then Landlord shall approve in advance the relocation expenses for purposes of reimbursement for Tenant's reasonable moving and telephone relocation expenses and for reasonable quantities of new stationery upon submission to Landlord of receipts for such expenditures incurred by Tenant.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING.

14.1. **Restriction.** Without the prior written consent of Landlord, Tenant shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees (any such assignment, encumbrance, subletting, occupation or transfer is hereinafter referred to as a "Transfer"). Tenant expressly covenants and agrees not to enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

ARTICLE XV. DEFAULT AND REMEDIES.

15.1. Events of Default by Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) The failure by Tenant to pay Rent, additional rent or make any other payment required to be made by Tenant hereunder as and when due.

(b) The abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for fourteen (14) consecutive days (with or without the payment of Rent).

(c) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, other than those described in Sections (a) and (b) above, if such failure continues for ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within the ten (10) day period, no default shall exist if Tenant commences the curing of the default within the ten (10) day period and thereafter diligently prosecutes the same to completion and if Landlord or any Mortgagee will not be subject to prosecution for a crime or termination of any Superior Mortgage. The ten (10) day notice described herein shall be in lieu of, and not in addition to, any notice required under law, now or hereafter in effect, requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding.

(d) Any material misrepresentation herein, or material misrepresentation or omission in any financial statements or other materials provided by Tenant or any Guarantor in connection with negotiating or entering into this Lease or in connection with any Transfer under Article XIV.

15.2. Landlord's Right to Terminate Upon Tenant Default. In the event of any default by Tenant as provided in Section 15.1 above, Landlord shall have the right to terminate this Lease and recover possession of the Premises (and if Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent or any suitable action or proceeding by law, enter upon and take possession of the Premises and expel or move Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for indictment, prosecution, or damages therefor) by giving written notice to Tenant of Landlord's election to terminate this Lease, in which event Landlord shall be entitled to receive from Tenant:

(a) The amount of any unpaid Rent which had been earned at the time of such termination; plus

(b) The amount of Rent to be paid by Tenant under this Lease for the balance of the original lease term, less the fair rental value of the Premises for said; plus

(c) Any other sum of money owed by Tenant to Landlord under the terms of this Lease; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom plus

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws; and

(f) Interest on the foregoing amounts from the time due to be paid by Tenant (or, in the case of damages incurred by Landlord, from the time incurred by Landlord) until the time actually paid to Landlord at the Interest Rate.

15.3. Mitigation of Damages. If Landlord terminates this Lease, Landlord shall have no obligation to mitigate Landlord's damages except to the extent required by Applicable Laws.

15.4. Landlord's Right to Continue Lease Upon Tenant Default. In the event of a default of this Lease and abandonment of the Premises by Tenant, if Landlord does not elect to terminate this Lease as provided in Section 15.2 above, Landlord may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease. Without limiting the foregoing, Landlord may continue this Lease in effect after Tenant's default and abandonment and recover Rent as it becomes due.

15.5. Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, make any payment or perform any such other act on Tenant's part to be made or performed, without waiving or releasing Tenant of its obligations under this Lease. Any sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the Interest Rate from the date of such payment, shall be payable to Landlord as additional rent on demand and Landlord shall have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of Rent.

15.6. Non-Waiver. Nothing in this Article shall be deemed to affect Landlord's rights to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. The failure or delay by Landlord to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of Landlord thereafter to enforce each and every such right or remedy or other provision. No waiver by Landlord of any default by Tenant will be held to be a waiver of any other or subsequent default by Tenant. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of the Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in the Lease.

15.7. Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the Lease. In addition to the other

remedies provided in the Lease, including the right to terminate this Lease, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

15.8. **Form of Payment After Default.** Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any subsequent amounts paid by Tenant to Landlord hereunder be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

15.9. **Efforts to Relet.** No reentry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant.

ARTICLE XVI. ATTORNEYS FEES; COSTS OF SUIT.

16.1. **Attorneys Fees.** If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment and irrespective of any court schedule of reasonable attorneys' fees. In addition, Tenant shall reimburse Landlord, upon demand, for all reasonable attorneys' fees incurred in collecting Rent or otherwise seeking enforcement against Tenant, its sublessees and assigns, of Tenant's obligations under this Lease.

16.2. **Indemnification.** Should Landlord be made a party to any litigation instituted by Tenant against a party other than Landlord, or by a third party against Tenant, Tenant shall indemnify, hold harmless and defend Landlord from any and all loss, cost, liability, damage or expense incurred by Landlord, including attorneys' fees, in connection with the litigation.

ARTICLE XVII. ESTOPPEL CERTIFICATES.

17.1. Tenant agrees at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate addressed and certifying to Landlord, to any current or prospective Mortgagee or any assignee thereof, to any prospective purchaser of the land, improvements or both comprising the Building, and to any other party designated by Landlord, (A) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (B) that Tenant has accepted possession of the Premises, which are acceptable in all respects, and that any improvements required by the terms of this Lease

to be made by Landlord have been completed to the satisfaction of Tenant; (C) that Tenant is in full occupancy of the Premises; that no rent has been paid more than [one (1)/number of month(s) in words (number of month(s) in numbers)] month(s) in advance; (D) that the first month's Rent has been paid; (E) that Tenant is entitled to no free rent or other concessions except as stated in this Lease; (F) that Tenant has not been notified of any previous assignment of Landlord's or any predecessor landlord's interest under this Lease; (G) the dates to which Rent, additional rental and other charges have been paid; (H) that Tenant, as of the date of such certificate, has no charge, lien or claim of setoff under this Lease or otherwise against Rent, additional rental or other charges due or to become due under this Lease; (I) that Landlord is not in default in the performance of any covenant, agreement or condition contained in this Lease; or (J) any other matter relating to this Lease or the Premises or, if so, specifying each such default. If Tenant does not execute, acknowledge and deliver to Landlord the statement as and when required herein, Landlord is hereby granted an irrevocable power-of-attorney, coupled with an interest, to execute such statement on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

ARTICLE XVIII. ENTRY BY LANDLORD.

18.1. Landlord may enter the Premises at all reasonable times to: (A) inspect the same; (B) exhibit the same to prospective purchasers, Mortgagees or tenants; (C) determine whether Tenant is complying with all of its obligations under this Lease; (D) supply janitorial and other services to be provided by Landlord to Tenant under this Lease; (E) post notices of non-responsibility; (F) perform any covenants of Tenant which Tenant fails to perform pursuant to Section 15.5; and (G) make repairs or improvements in or to the Building or its systems and equipment or the Premises; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated by Tenant in writing in advance), and Landlord shall have the right to use any and all means by which Landlord may deem proper to open such doors to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any such means, or otherwise, shall not under any circumstances be deemed or construed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from any part of the Premises. Such entry by Landlord shall not act as a termination of Tenant's duties under this Lease. If Landlord shall be required to obtain entry by means other than a key provided by Tenant, the cost of such entry shall be payable by Tenant to Landlord as additional rent.

18.2. If, during the last month of the Lease Term, Tenant has removed all or substantially all of Tenant's property from the Premises, Landlord may, with prior notice to Tenant, immediately enter the Premises and alter, renovate and decorate the same, without liability to Tenant and without reducing or otherwise affecting Tenant's covenants and obligations under this Lease.

ARTICLE XIX. SURRENDER AND EARLY TERMINATION.

19.1. Both Landlord and Tenant shall have a one time right to terminate the lease after the 18th month of lease payment is paid. The party seeking to execute this option for early termination must provide the other party with six (6) months' written notice of their intent to exercise the option for early termination. If the Tenant exercises this option, it will owe a termination penalty equal to unamortized transaction costs using an 8% interest factor. Transaction costs shall include any rent abatement, TI, or commissions.

19.2. Subject to the provisions of Section 9.5, upon expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord "broom clean" and in the same condition as existed on the date Tenant first occupied the Premises, subject to reasonable wear and tear.

19.3. No act or thing done by Landlord or its agent shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord, or a mutual termination hereof, shall not work a merger, and at Landlord's option, shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such subleases or subtenancies.

ARTICLE XX. HOLDOVER TENANCY.

20.1. If Tenant holds possession of the Premises after the Expiration Date or earlier termination of the Lease Term, by lapse of time or otherwise, Tenant shall become a Tenant at sufferance upon all of the terms contained herein, except as to Lease Term and Rent. During such holdover period, Tenant shall pay to Landlord a monthly rental equivalent to two hundred (200) percent of the Rent payable by Tenant to Landlord with respect to the last month of the Lease Term. The monthly rent payable for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession.

20.2. Without limiting the foregoing provision, Tenant hereby agrees to indemnify, defend and hold harmless Landlord Parties from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including without limitation, court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession, which obligations shall survive the Expiration Date or earlier termination of the Lease Term. Nothing contained in this Article XX shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease. The provisions of this Article XX shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

ARTICLE XXI. NOTICES.

21.1. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by (A) by mailing via registered or certified mail, postage prepaid, return receipt requested, (B) by a nationally recognized overnight courier, or (C) by hand delivery, in each case addressed to Landlord at the address for Landlord set forth in Section 1.10 above and to Tenant at the address for Tenant set forth in Section 1.12 above, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served (i) if mailed, on the [second/alternate timeframe] business day following the day so mailed, (ii) if sent by overnight courier, on the first business day following the day sent, or (iii) if hand delivered, on the date delivered and receipted by the party to whom addressed (or on the date that such receipt is refused).

ARTICLE XXII. SIGNAGE.

22.1. Tenant shall be entitled, at Landlord's expense, to building standard suite-entry signage, and Tenant's name and suite numbers will be identified on the Building directory in the first floor lobby. Changes to such signage or listings shall be at Tenant's expense. Subject to Landlord's reasonable approval, Tenant shall be entitled, at its expense, to install and maintain signage with its name and/or logo inside the Premises in a location which is visible from the entry doorway.

ARTICLE XXIII. MISCELLANEOUS.

23.1. **Entire Agreement.** This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection with such leasing. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises or statements made by Landlord or any agent of Landlord, except as expressly set forth herein. This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties.

23.2. **Amendments.** This Lease shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant. Landlord shall not have waived or released any of its rights hereunder unless in writing and executed by Landlord.

23.3. **Successors.** Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein shall bind and benefit the successors and assigns of the parties hereto, provided this Section 23.3 shall not permit any assignment by Tenant contrary to the provision of Article XIV.

23.4. **Force Majeure.** Landlord shall incur no liability to Tenant with respect to, and shall not be responsible for any failure to perform, any of Landlord's obligations hereunder if such failure is caused by any reason beyond the control of Landlord, including, but not limited to, accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, any act or default of Tenant or other parties, fire, earthquake, failure or disruption of utility services, or difficulty in securing proper supplies of fuel, steam,

water, electricity, labor or supplies. The amount of time for Landlord to perform any of Landlord's obligations shall be extended by the amount of time Landlord is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

23.5. Survival of Obligations. Any obligations of Tenant accruing prior to the expiration of the Lease shall survive the expiration or earlier termination of the Lease, and Tenant shall promptly perform all such obligations whether or not this Lease has expired or been terminated.

23.6. Light and Air. No diminution or shutting off of any light, air or view by any structure now or hereafter erected shall in any manner affect this Lease or the obligations of Tenant hereunder, or increase any of the obligations of Landlord hereunder.

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

23.8. Severability. In the event any provision of this Lease is found to be unenforceable, the remainder of this Lease shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

23.9. Captions. All captions, headings, titles, table of contents, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.

23.10. Interpretation. Tenant acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

23.11. Independent Covenants. Each covenant, agreement, obligation or other provision of this Lease to be performed by Tenant are separate and independent covenants of Tenant, and not dependent on any other provision of the Lease.

23.12. Number and Gender. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.

23.13. Time is of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

23.14. Joint and Several Liability. If Tenant comprises more than one person or entity, or if this Lease is guaranteed by any party, all such persons shall be jointly and severally liable for payment of rents and the performance of Tenant's obligations hereunder.

23.15. No Counterclaim; Choice of Laws. It is mutually agreed that in the event Landlord commences any summary proceeding for nonpayment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding. In addition, Tenant hereby submits to local jurisdiction Lake County in the State of Illinois and agrees

that any action by Tenant against Landlord shall be instituted in Lake County in the State of Illinois and that Landlord shall have personal jurisdiction over Tenant for any action brought by Landlord against Tenant in the State of Illinois.

23.16. Counterparts. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document, and all such counterparts taken together shall constitute one and the same instrument.

[Remainder of the page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

LANDLORD:

VILLAGE OF MUNDELEIN

By: _____
Name: Eric Guenther
Title: Village Administrator

WITNESS:

_____

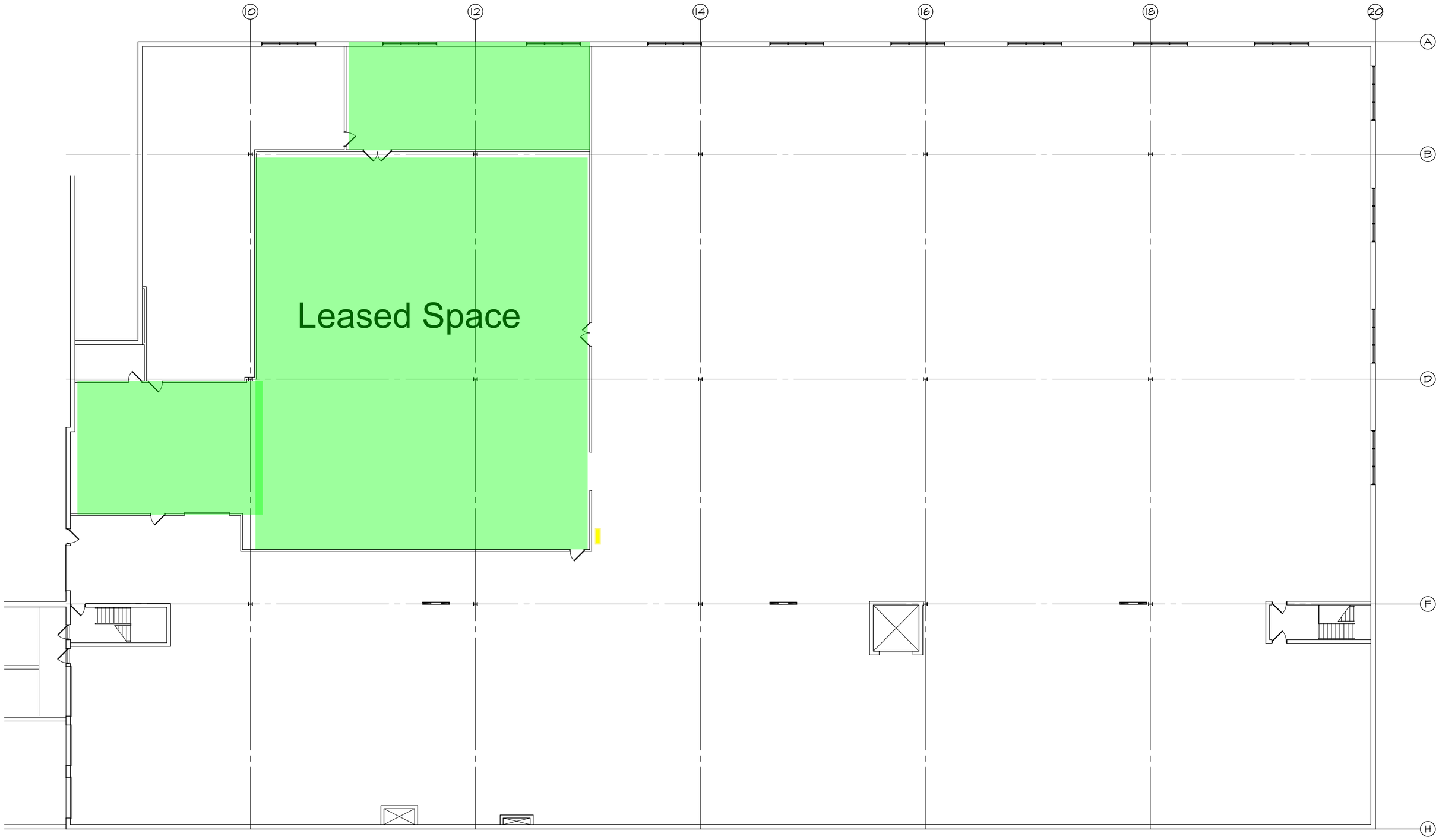
TENANT:

ICR24/7 Inc.

By: _____
Name: Anton Koretskov
Title: CEO

WITNESS:

Anna Koretskov



165 N ARCHER
MUNDELEIN, ILLINOIS

FIRST FLOOR PLAN

SCALE 0 5' 10' 20'

N

GennFlex Technology Incubator

11/08/24

OWNER
Anton Koretskov
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GennFlex

Confidentiality Disclaimer

This business plan, including all information and data contained therein, is strictly confidential and is the sole property of GennFlex, Inc. It is submitted with the understanding that it will be held confidentially. Disclosure to third parties without the prior written consent of GennFlex, Inc. is strictly prohibited.

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Project Description

BACKGROUND OF SUBJECT PROPERTY

The Subject Property consists of an approximately 6.35-acre site including a 163,300-sq.-ft. flex industrial building. This multi-tenant facility was built in 1960 and was renovated and expanded in 1995 and 2001. The site is situated in the heart of downtown Mundelein, adjacent to the Mundelein Metra Station, Village Hall, and hundreds of newly constructed apartment units. The current mix of tenant uses comprises 110,518 sq. ft. (68%) of industrial space, 40,782 sq. ft. of office space including common area (25%), and 12,000 sq. ft. of beverage production and service (7%). Most recently, Sigma Services had leased the majority of the property on both the upper and lower levels. However, their use was determined to be not suitable to the direction of the ongoing development underway in the surrounding subdivision. The property has been marketed since early 2022, with a focus on sale or redevelopment. While there has been interest from several prospective buyers, the proposed uses were generally either self-storage or manufacturing, which are not in line with the Village's development objectives for the property.

The Subject Property is zoned C-5-VC (Downtown Village Center) and is being promoted as an infill development opportunity for transit-oriented development in an established suburban, downtown setting. Ideal concepts will complement the adjacent properties and plaza.

BACKGROUND AND HISTORY OF PETITIONER

The GennFlex Technology Incubator in Mundelein ("the Incubator) is a joint effort led by ICR24/7, GennFlex, Inc. and the Gakuto Club. ICR24/7 Inc. (IL) and GennFlex. (FL), are both private, for-profit corporations. The Gakuto Club is an Illinois non-profit organization. These entities have each been devoted to training and equipping individuals with conceptual understanding and technical skillsets for their respective ages and audiences. ICR24/7 is focused on apprenticeships targeted towards adult students and adults looking to enhance or change their careers in modern manufacturing. GennFlex, Inc. is focused on closing the skills gap for new high school and college graduates to be able to operate a specific position with a prospective or new employer. The Gakuto Club programming is primarily for young people 7th through 12th grade and college students to discover and engage in advanced technologies.

For over ten years, ICR24/7 has owned and operated out of the 72,000-sq.-ft. property at 100 Chaddick Drive and 10,000-sq.-ft. property at 311 Egidi Drive in Wheeling where it has operated and gave birth to the Gakuto Club, which shares space at this property. In December 2023, ICR24/7 sold its related company, Precision Zone Inc., to a third-party company, STS. STS now leases the 50,000-sq.-ft. portion of 100 Chaddick where Precision Zone, Inc. had been based, while ICR24/7 continues to occupy the remaining 22,000-sq.ft. GennFlex, Inc. and Gakuto Club have outgrown their facilities and are partnering with ICR24/7 to look for new space, while retaining their current spaces, to leverage their respective resources and launch this Incubator together.

The primary mission of the Incubator is to close the workforce skills gap through hands-on advanced manufacturing training and deliver a range of programs that would combine education, research, and entrepreneurship under one roof. As such, it will provide a seamless pathway from training to business creation, all within a supportive and innovative ecosystem, setting a new standard for community-based industrial growth and workforce development. To support this programming, the Incubator would conduct improvements to Archer Business Center to enhance the aesthetic appeal and update the building's service systems to accommodate visitors, as space is occupied. This work would revitalize and enable the Subject Property to serve as a dynamic hub of innovation and generate creative energy that would positively impact individuals and businesses throughout the community.

PROJECT DESCRIPTION

The Incubator partners are collaborating to establish an advanced manufacturing incubator at Archer Business Center located at 165 N. Archer Avenue ("Subject Property") in a phased progression of short-term leases, which would allow the Village ongoing oversight and flexibility over the launch and growth process of the Incubator. The Incubator partners initially seek to lease the total property in four phases over the next couple years, potentially retaining other tenants as subtenants, with the ultimate aim of submitting an offer to purchase the property from the Village once Incubator operations are established and as acceptable to both parties.

Project Stages

Subject to a mutually acceptable space plan, the Incubator proposes to lease the Subject Property in the following stages (see Ex. A, attached).

1. Stage 1: ICR24/7 R&D Center
   A. Objective: Secure a lease for 10,000 sq. ft. at Archer Place to relocate and expand ICR24/7's R&D Center
   B. Purpose: Enhance research capabilities in advanced manufacturing technologies, providing a foundation for innovative solutions that benefit local industries and startups.
   C. Target Timing: Early 2025
2. Stage 2: Baison Laser R&D and Training
   A. Objective: Occupy 65,000 sq. ft. to establish Baison's laser technology R&D and training facilities.
   B. Purpose: Provide specialized training in laser technologies, supporting businesses with skilled workers while developing new applications for industry.
   C. Gakuto Club Expansion: Gakuto Club will open a VEX+ Center at this facility to engage more students and the local community with advanced robotics and STEM education.
   D. Target Timing: July 1, 2025
3. Stage 3: OEM Training and Demo Centers
   A. Objective: Bring in several OEMs (Original Equipment Manufacturers) and other sponsors and partners to set up training and demonstration centers.
   B. Technologies Covered: Laser, robotics, welding, and forming
   C. Purpose: Establish a collaborative learning environment that enables students, workers, and businesses to explore and learn complementary technologies in a unified setting
   D. Target Timing: 4Q 2025 to 1Q 2026
4. Final Stage: Equipped Incubator Spaces
   A. Objective: Remodel the first floor into fully equipped incubator spaces.
   B. Purpose: Provide a launchpad for individuals who complete training and apprenticeships to start their own businesses within a supportive and innovation-driven environment
   C. Target Timing: 2Q 2026

Partners and Sponsors

1. Advanced manufacturers who contribute equipment, software, training, and funding
2. Employers who provide apprenticeship and employment opportunities, sample job projects, prototypes for development, special event sponsorship and participation (job fairs, seminars, demo days, etc.)
   A. Certified Apprenticeship Programs: Apprenticeships will follow NIMS-accredited standards, providing participants with nationally recognized certifications that make them workforce-ready.
3. Entrepreneurs to join as incubator members to access advanced technology, AI, robotics, equipment, software, and knowledge base to develop new products for market and which may ultimately spin-out to a standalone enterprise

4. Community members and educators to provide network referrals to manufacturers, job and apprenticeship candidates, family and student referrals, public resource referrals and event participation
    A. Library Events and Workshops: In collaboration with local libraries, GennFlex will organize robotic event showcases featuring the VEX Plus platform. These events will increase public awareness of technology and foster interest among students and residents.
    B. Educational Partnerships: Partnering with local schools and colleges, the incubator will offer hands-on training and internships aligned with industry needs. Students will gain real-world experience on the latest equipment, including the GennFlex Continuum and different robotic systems.
5. Families and students to participate in Gakuto Club and VEX+ activities to learn, develop and practice skills working with AI, advanced robotics and programming as well as participate in special events such as battle bot championships, and local and international competitions

Logistical Integration and Support

1. All operations, including training, logistics, and manufacturing, will be coordinated through the ICR24/7 logistical center. Centralizing processes in this way will:
    A. Streamline traffic and shipping operations, reducing overhead and increasing efficiency.
    B. Enable seamless coordination between training programs, business tenants, and research initiatives.

Economic Impact and Vision

1. This incubator represents a pioneering model for advanced manufacturing, combining education, research, and entrepreneurship under one roof. It will:
    A. Develop the future workforce: Through hands-on training and apprenticeships, participants will be equipped with the skills needed to meet industry demands.
    B. Support local entrepreneurship: By providing resources and incubator spaces, graduates and startups will have the tools to launch and grow their businesses.
    C. Foster economic growth: The incubator will attract businesses, generate jobs, and promote innovation, setting a new standard for community-based industrial development.

Funding Sources

1. Financial and in-kind donations to the general fund and/or specific projects, services, or resource use
2. Membership dues
3. Apprenticeship and training course fees
4. Special Event proceeds

Hours

- Monday - Friday: 8:00 AM to 6:00 PM
- Saturdays: 9:00 AM to 12:00 PM
- Sundays: Closed
- There may be occasional events or instances of staff working after hours.

Anticipated Daily Traffic (Phase 1)

1. Visitors: 5-10 students/members including guests or accompanying adults
2. Staff: 2-6 administrative and training personnel
3. Cars: 5-15 car parking spaces
4. Trucks: 0-2 semi truck-trailers weekly

Anticipated Daily Traffic (Full Occupancy)

1. Visitors: 25-50 students/members including guests or accompanying adults
2. Staff: 10-25 administrative and training personnel
3. Cars: 75-100 car parking spaces
4. Trucks: 0-4 semi truck-trailers daily

Services

SERVICE OFFERINGS

In support of its mission, the GennFlex Technology Incubator will deliver a holistic ecosystem providing training, apprenticeships, entrepreneurial and existing business support, as well as networking and a community environment for participants. These offerings are tailored to suit a range of access and experience levels of students and members. Programming would include the following menu:

TRAINING

- Conceptual and practical application training via online and in-person classes
    - 2-4 week programs
    - Affordable training costs often paid by an employer and tailored to a specific operation, role or key piece of equipment
- Apprenticeship experiences
- Target Outcomes: Certification and apprenticeship or job placement assistance

BUSINESS SUPPORT

- Exposure and training on how to incorporate the latest technologies in daily operations or for use in streamlined prototype development
- Access to innovative network of other entrepreneurs and existing practitioners
- Target Outcomes: Allow new and existing businesses access to latest technology to update their processes to support increased productivity, save time and money, and cost effectively up-skill their personnel to help promote job retention and growth

NETWORKING & COMMUNITY BUILDING

- Robotics club membership for young learners to become adept at working with robotics and advanced tech in a fun, interactive and social environment with peers
- Special events with special speakers, demonstrations and networking opportunities
- Target Outcomes: Foster an environment where individuals and organizations interested in discovering and creating new technologies and uses for manufacturing products and processes can come together to learn and generate new ideas and opportunities for invention, employment and business.

PRICING STRUCTURE

Currently, there is no centralized hub for young and adult learners or new and existing entrepreneurs to access and become adept working with the latest manufacturing and robotics technology, including AI. The Incubator would provide this valuable link for cross pollination of knowledge and innovation.

Young learners will have the opportunity to discover and become expert in the use of advanced technology, robotics and AI. Through participation in club activities, they will reinforce understanding of STEM subjects learned in school, engage in team projects and learn how to collaborate constructively towards a shared objective.

Additionally, the training offered by K-12, higher education institutions, colleges, and other training institutes are valuable. The training and apprenticeship programs offered by the Incubator would not seek to compete with these entities but are primarily focused on closing the final skills gap that would allow the recent graduates to take their education and function in a specific role as an operator or other technician at the level required by their employer. Often the employer will pay for this training which will be specific to the employee's position.

For new and existing entrepreneurs, ongoing technology awareness, training and use applications will be available on a cost-effective scale to improve productivity, streamline prototype development, and make valuable community connections for partnerships, new hires, and business opportunities.

The Incubator's "customer base" will generally consist of the following main categories:

VEX+ Club Members: 3rd grade through high school seniors
Training & Apprenticeships: 18-years old and up
Entrepreneurial Network: All ages

The following chart shows a projection of potential participation over 1, 3, and 5 years.

	Year 1	Year 3	Year 5
VEX+ Club	5-25	20-50	30-75
Training & Apprenticeships	20-40	25-100	75-150
Entrepreneurial Network	25-50	50-100	100-200

*Please note, the Incubator will begin with 10,000 sq. ft.as an R&D training center in the initial phase and will be leasing and refreshing additional space in Archer Business Center in four stages, so participation growth is anticipated to track the amount of space that becomes available for these uses.

The Incubator plans to offer range of services:

- VEX+ Club Membership (level/s)
- Training & Apprenticeship enrollment
- Entrepreneurial Network (or list levels like basic, premium, ambassador member levels, etc.)

Additionally, the location of Archer Business Center in the heart of the village of Mundelein's town center district and adjacent to the Metra station will provide convenient access to the local community as well as individuals from throughout the region and is particularly advantageous for those with single-car households.

Marketing Strategy

GROWTH STRATEGY

To grow its customer base, the Incubator team plans to do the following:

- Promote awareness of the Incubator and its services at community and industry events in Mundelein, and across Lake County and Northwestern Cook County.
- As business grows, advertise in target markets, especially in advance of the school breaks."

COMMUNICATE WITH THE CUSTOMER

The GennFlexx Technology Incubator will communicate with its customers by:

- Providing an email newsletter with company news, service line information, and event schedule.
- Using targeted Google and Facebook advertisements.
- Utilizing social media such as X, YouTube, Facebook, LinkedIn, and TikTok.
- Providing contact information on the company website.

Operations

PERSONNEL

How many part-time and full-time people do you currently employ?
ICR24/7 has 12 employees, 5 is planed to work at new location.

How many employees do you predict you will need in three (3) years?
For ICR 24/7 - 20
In five (5) years?] - 50

EQUIPMENT

CNC machines, laser cutting and marking equipment. Standard industrial 230 VAC/460 VAC 3 phase power is required. Facility is wired for this machinery.

MATERIALS

Plastic and steel periodic deliveries

DISTRIBUTION

Stage 1 – R&D

Hours

- Monday - Friday: 9:00 AM to 6:00 PM
- Saturdays: 9:00 AM to 12:00 PM
- Sundays: Closed
- There may be occasional events or instances of staff working after hours.

Management

OWNERS

Name: Anton Koretskov
Primary Phone: 847-778-9893

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of February 24, 2025

Subject: Resolution Amending the Listing Agreement with CBRE

Financial Impact:
N/A

Attachments:
1. R-25-02-5 - Exhibit A - CRBE Listing Agreement

Background:
The Village entered into an exclusive listing agreement with CBRE in January of 2022 for leasing and sales opportunities at the Archer Business Center building, 165 North Archer. The agreement is due for renewal. With the renewal of the listing agreement, the Village now has the opportunity to negotiate renewals of existing tenants without brokerage fees. The listing agreement also requires disclosure and approval of any potential conflict of interest with CBRE assigned agents who also represent a potential tenant or buyer. We have also amended commissions on multi-year leases to be paid yearly at the beginning of each yearly cycle, rather than up front for the entire lease term that may be longer than one year.

Recommendation:
Motion to adopt Resolution Approving an Amendment to a Property Listing Agreement with CBRE, Inc. regarding Village-Owned Property at 165 North Archer Avenue, Mundelein, Illinois.

I hereby certify that the attached is an original of

Resolution No. R-25-02-5

that said Resolution was adopted on **February 24, 2025**,

that it was posted in the Village Hall commencing on

2/25/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

_____

Village Clerk

RESOLUTION NO. R-25-02-5

RESOLUTION APPROVING AN AMENDMENT TO AN EXCLUSIVE LISTING AGREEMENT WITH CBRE, INC. REGARDING VILLAGE-OWNED PROPERTY AT 165 NORTH ARCHER AVENUE, MUNDELEIN, ILLINOIS

WHEREAS, the Village and CBRE Inc. entered into an exclusive listing agreement (the "Listing Agreement") on January 13, 2022, with a one-year term to manage and maintain the building owned by the Village of Mundelein at 165 North Archer Avenue, Mundelein, IL; and

WHEREAS, the Village and CBRE Inc. mutually continued services under the terms of the contract beyond its termination date; and

WHEREAS, the Village and CBRE Inc. have agreed to modify the listing agreement commission structure; and

WHEREAS, the Village and CBRE Inc. have agreed to a contract renewal with proposed changes; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village of Mundelein to extend the Listing Agreement with CBRE, Inc. regarding the lease and sales of said property for a period of one year, to expire on February 24, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I. The First Amendment to the Listing Agreement between CBRE, Inc. and the Village of Mundelein, a copy of which is attached hereto as **Exhibit A**, is hereby approved.

SECTION II. The Village Administrator is hereby authorized to sign the First Amendment to the Listing Agreement on behalf of the Village of Mundelein.

RESULT:	**[Yes 0, No 0, Abstained 0]**
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, February 24, 2025

APPROVED: Monday, February 24, 2025

ATTEST: _____

Village Clerk

February 24, 2025

BY ELECTRONIC MAIL
Village of Mundelein
Attn: -Eric Guenther, Village Administrator
165 N Archer Avenue, Mundelein, IL 60060

Re: ***Exclusive Sales/Lease Listing Agreement***
165 N Archer Avenue, Mundelein, IL ("Property")

Dear Eric:

Thank you for selecting CBRE, Inc. ("CBRE") to represent you. The terms of our engagement are contained in this agreement ("Agreement").

1. This Agreement shall terminate one year after the above date ("Term").

2. During the Term, you appoint us your exclusive agent with the right to list and market the Property for lease and for sale and to negotiate leases and agreements for the sale of the Property (which includes portions thereof). If, during the Term, the Property is removed from the market because escrow is opened or an offer to purchase the Property is accepted, and if the sale is not consummated for any reason, then the Term will be extended by the longer of the number of days that (i) escrow was open or (ii) the Property was removed from the market, but in no event more than 180 calendar days in the aggregate.

3. We will commit the appropriate number of qualified and licensed professionals to this engagement. Your "Listing Team" is comprised of Sam Badger, Brian Buckingham, and Michael Graham. We will have the right to change members of the Listing Team as necessary and appropriate. The Listing Team shall owe you duties of trust, confidence, and loyalty.

4. We will offer the Property for lease at an initial rate of $4.00 to 12.00 per square foot gross and for an initial listing price of $20.00 per square foot. However, it is your right to: (a) approve, modify, reject, or disapprove proposals and offers; (b) approve prospective tenants and purchasers; and (c) adjust the terms and conditions of any offer made, including but not limited to, adjusting the Property's lease offering rate and the listing price.

5. We will work with you to create and implement a leasing strategy for the Property, including preparation of appropriate and customary marketing materials (such as an offering brochure). In developing the strategy, we will rely on (without requirement to verify) any information provided to us by you, your agents, affiliates and/or any of the Property's managers. However, we will not issue any written marketing materials without your prior written approval. Further, you authorize us to place one or more signs on the Property as we deem appropriate. You agree to reimburse us for reasonable out-of-pocket marketing expenses approved by you. Reimbursement is due upon the receipt of an invoice.

6. The success of this engagement relies, in part, on cooperation and communication between us. Therefore, you agree to: (i) provide us with all available information to assist us in marketing the Property; (ii) immediately refer to us all leasing and purchase inquiries for the Property; and (iii) conduct all negotiations with prospective tenants and purchasers exclusively through us.

7. You represent that you either are the fee owner of or otherwise have control over the Property. You further represent that you have full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.

8. Unless directed otherwise, CBRE, shall at a minimum, provide the following services: (a) accept delivery of and present all offers and counteroffers to buy, sell, or lease the Property; (b) assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices, and contingencies.

9. You agree that you and/or your legal counsel are solely responsible for determining the legal sufficiency of the documents related to this engagement and the tax consequences of any transaction. You are also responsible for evaluating any offers and determining with whom you will negotiate or enter into a transaction. While we may assist you in gathering reasonably available information, we cannot represent or warrant the creditworthiness of any prospect and/or their ability to satisfy their obligations under a lease or purchase agreement. All final business and legal decisions shall be made solely by you. Notwithstanding any designation of us as "agent" in this Agreement, we will have no right, power, or authority to enter into any agreement with any prospective tenant, prospective purchaser, real estate broker, or any other person in the name of, on behalf of, or otherwise binding upon you.

10. We will earn (and you agree to pay) a commission in accordance with this Agreement and the attached Commission Schedule (Exhibit "A") if either of the following occur:

    (a) during the Term, you lease the Property to a tenant, whether procured by us, you, or anyone else (except that no commissions shall be payable if the Village negotiates by itself a lease renewal of an existing client); or

    (b) during the Term, you sell the Property to a purchaser, whether procured by us, you, or anyone else; or

    (c) within one hundred twenty (120) days after the expiration of the Term or after the Agreement otherwise terminates (the "Post-Term"), the Property is leased or sold to, or negotiations continue, resume or commence and thereafter continue leading to a lease or sale of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom, during the Term, CBRE either negotiated (either directly or through another broker or agent) or to whom the Property was submitted during the Term ("Existing Prospect"). You agree that CBRE is authorized to continue negotiations with Existing Prospects, and we will submit to you a list of such Existing Prospects no later than fifteen (15) business days following the expiration or termination of the Term; provided, however, that if a written offer has been submitted prior to said expiration or termination date, then it shall not be necessary to include the offeror's name on the list.

11. If you intend to sell, transfer, or otherwise dispose of your interest in the Property while this Agreement is in effect or during the Post Term, you agree to notify us in writing (including the name and address of the escrow or closing agent, if any) at least ten (10) days before that transaction closes. You agree to remain responsible for payment of commissions earned by us (or that may accrue in the future under this Agreement) unless the person or entity to whom you transfer the Property assumes your obligations in writing in a form reasonably acceptable to us. Earned but unpaid commissions will be automatically accelerated and paid at the closing of such transfer regardless of any other installment payment timetable previously agreed upon. This Agreement is an irrevocable instruction to the escrow or closing agent to pay commissions owed to us from deposited funds at closing unless you or CBRE have entered into a satisfactory written agreement with the transferee to assume the obligation.

12. If a sale, exchange, or option to purchase the Property is made or granted to anyone during the Term or Post-Term, you agree to pay CBRE a sales commission in accordance with Exhibit A.

13. You agree that we are authorized to cooperate with and, if appropriate, share our commission with "Cooperating Brokers" (such as brokers representing a tenant or purchaser). We will be responsible for paying the fee or commission due to the Cooperating Broker (if any) provided the Cooperating Broker: (i) represents the prospective tenant pursuant to a written agreement, a copy of which is furnished to us prior to execution of the lease; (ii) is properly licensed; and (iii) executes and delivers to us an acceptable cooperating brokerage agreement. Market conditions may exist whereby the Cooperating Broker is offered an above-standard fee and/or broker bonus; if so, and subject to your approval our commission shall be increased by (and you agree to pay) an amount such that we receive no less than 50% of the total fee in accordance with the Commission Schedule, (Exhibit A).

14. The Listing Team are your designated agents to the exclusion of all of CBRE's other licensees. All other CBRE licensees shall be referred to as "Non-Listing Team Agents" and shall be considered Cooperating Brokers. You acknowledge that we are an international brokerage firm and that we may represent prospective tenants and/or prospective purchasers. You agree that our representation of such prospective tenants and/or prospective purchasers by Non-Listing Team Agents shall not result in dual agency. As noted above, CBRE understands and agrees that the Listing Team owes you a duty of trust, confidence, and loyalty and as such, shall not disclose your confidential information to prospective tenants and/or prospective purchasers or their agents, even if represented by Non-Listing Team Agents. You agree that the Non-Listing Team Agents owe their clients a duty of trust, confidence and loyalty and shall not disclose their client's confidential information to you or to the Listing Team, In the event that the Listing Team, or any member thereof, has a potential conflict of interest (such as a Listing Team member proposing to act for a potential tenant and/or purchaser), then we will disclose the conflict to you and obtain your written consent to waive the conflict in advance of any negotiations with that potential tenant and/or prospective purchaser.

15. Questions regarding environmental and zoning issues may arise during the course of our representation. CBRE is not obligated to perform and has not made any investigation of the physical conditions or zoning issues relating to the Property. You agree to disclose to us and allow us to disclose to prospective tenants and purchasers everything you know (after reasonable inquiry by you) regarding present and future property issues including, but not limited to, structural, mechanical, hazardous materials, zoning and environmental matters affecting the Property and/or the Property's condition.

16. If the Property becomes the subject of foreclosure proceedings before the expiration of the Term, then in our sole and absolute discretion we may: (a) suspend this Agreement until we elect to reinstate it or (b) terminate this Agreement and enter into a listing agreement with any receiver, party initiating foreclosure, party purchasing the Property at a foreclosure sale, or any other third party.

17. Intentionally deleted.

18. While we are confident that this relationship will be mutually satisfactory, the parties agree to resolve any disputes subject to the following:

    (a) if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and

19. **EACH PARTYKNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY**.

20. You and CBRE agree to comply with all applicable laws, regulations, codes, ordinances, and administrative orders. Further, we both acknowledge that: (a) it is illegal to refuse to display or lease or sell to or from any person because of one's membership in a protected class, *e.g.*: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.

21. We both acknowledge that it is illegal for either to refuse to display or sell to any person because of one's membership in a protected class, e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act and the Property will be offered in compliance with all applicable anti-discrimination laws.

22. This Agreement is our entire agreement and supersedes all prior understandings between us regarding this engagement and is governed by the laws of the state where the Property is located, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of our lawful representatives, heirs, successors, designees, and assignees. It may not be altered or terminated except in a writing signed by both you and CBRE. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. We each agree that we have both participated in the negotiation and drafting of this Agreement. You acknowledge that the person signing this Agreement on your behalf has your full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

CBRE, Inc.
Licensed Real Estate Broker

By: _____
Name:
Title:

AGREED:
Village of Mundelein

By: _____
Name:
Title: Assistant Village Administrator

Rev. 2/2025
IL

EXHIBIT A – Commission Schedule

A. *Lease*. Commissions shall be earned and payable, on a per year basis, when the lease is executed by both parties and in cases of multi-year leases at the beginning of each yearly cycle, in accordance with the following rate:

	DIRECT	CO-BROKERED	
	CBRE Listing Team	CBRE Listing Team	Cooperating Broker/ Non-Listing Team Agent
Office | New Lease	$1.25 PSF YR	$0.625 PSF PYR	$1.25 PSF PYR
~~**Office** | Renewals, Extensions and Expansions~~	~~$1.25 PSF YR~~	~~$0.625 PSF PYR~~	~~$1.25 PSF PYR~~
Industrial/Flex | New Lease	5% of Lease Value	2% of Lease Value	5% of Lease Value
~~**Industrial/Flex** | Renewals, Extensions and Expansions~~	~~4% of Lease Value~~	~~1.5% of Lease Value~~	~~3% of Lease Value~~
Retail/Restaurant | New Lease	4% of Lease Value	2% of Lease Value	4% of Lease Value
~~**Retail/Restaurant** | Renewals, Extensions and Expansions~~	~~3% of Lease Value~~	~~1.5% of Lease Value~~	~~3% of Lease Value~~
Sale* | Improved Property or Land *See clause B. *Sale*, below.	5% of Sale Value	3% of Sale Value	3% of Sale Value

The above rate is subject to the following provisions:

1. *Term of Less Than 1 Year*. If a lease term is less than 12 months, then the commission shall be prorated based upon the number of months included in the lease term.

2. *Option or Right of First Refusal to Renew, Extend Lease or Occupy Additional Space.* If a lease for which a commission is earned and payable hereunder contains: (i) an option or right of first refusal to renew or extend, and a lease term is renewed or extended, whether strictly in accordance with the terms of such option or right or otherwise and/or (ii) an option or right of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option or right or otherwise, then you shall pay a leasing commission in accordance with the provisions of this Commission Schedule on the additional leased space. Said commission shall be earned and payable at the time the extended term commences, or the additional space is occupied, as applicable.

3. *Purchase of Property by Tenant.* If a lease for which a commission is earned and payable hereunder contains an option, right of first refusal, or similar right, and a tenant, its successors or assignees, or any agent, officer, employee or shareholder of a tenant purchases the Property, whether strictly in accordance with the terms of such option, right of first refusal, similar right or otherwise during (a) the term of the lease, (b) any extension thereof, or (c) within ninety (90) days after the expiration thereof, then a sales commission shall be calculated and paid in accordance with the provisions of Section B below; provided, however, that there shall be a credit against such sales commission in the amount of lease commissions previously paid to CBRE relating to that portion of the purchaser's lease term which is canceled by reason of such sale. In no event shall such credit exceed the amount of such sales commission.

B. *Sale*. As to sales of real property, CBRE's commission shall be five percent (5%) of the gross sales price for direct transactions, six percent (6%) for co-operative transactions involving an outside broker. Gross sales

price shall include any and all consideration received or receivable, in whatever form, including but not limited to assumption or release of existing liabilities. In the event this sale is in connection with a "build to suit" transaction, the commission shall be calculated on the gross sales price plus the gross construction cost of the building to be constructed on the Property. The commission shall be earned and paid on the date title to the Property is transferred to the purchaser; provided, however, that if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event you contribute or convey the Property or any interest therein to a corporation, joint venture, partnership, or other business entity, the commission shall be calculated on the fair market value of the Property or the portion thereof that is so transferred and shall be earned and paid at the time of the contribution or transfer. If you are a partnership, corporation, or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.

1. *Definitions.* Under this Agreement the terms "sell," "sale" or "sold" shall mean: (a) an exchange of the Property; (b) the granting of an option to purchase the Property; or (c) any other transfer, conveyance or contribution of a controlling interest in the Property or in the entity which owns the Property, including, but not limited to, situations where you are a corporation, partnership or other business entity and a controlling interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property.

2. *Option to Purchase.* If you grant an option to purchase the Property, you agree to pay us a commission in accordance with this Commission Schedule, on the price paid for the option and for any extensions when you receive payment for any such option and/or extensions. If the option is exercised, whether during the Term or after, we will earn a further commission in accordance with this Agreement. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by you to us on account of the option payments will be credited against the commission payable to us on account of the exercise of the option.

VILLAGE OF Mundelein Incorporated in 1909

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of February 24, 2025

Subject: Water System Master Plan Supplement - Project Plan Report

Financial Impact:
$24,500 - 500-461-46410 - Consulting Services

Attachments:
1. Mundelein IEPA PWSLP Loan Assistance.021225

Background:
Last year the Board authorized an update to the Village's water system master plan. The update includes a comprehensive analysis of water system improvements. The master plan presents various plans to approach the improvements and the estimated cost to complete the improvements. The Village's water and sewer enterprise fund is not positioned to fund the level of improvement necessary to complete the proposed improvements. Funding sources such as the IEPA low interest loan program are resources that can be accessed at little cost to the Village. The program is no risk to apply; should the Village decide against moving forward with a project after being awarded a loan, there is no penalty. Recently, the program has offered debt forgiveness, effectively turning the low interest loan into a grant. Staff received a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) to provide the Village consultation services in preparing a project plan report and loan application assistance. Staff recommends working with CBBEL to complete the project plan and documents required to prepare for a future IEPA loan submiittal.

The proposal is within the budgeted amount for consulting services in the FY2025 Water/Sewer enterprise fund.

Recommendation:
Motion to Authorize Director of Public Works and Engineering to execute an agreement with Christopher B. Burke Engineering, Ltd. to prepare a project plan report and loan application package for submittal to the IEPA low interest loan program and to approve a purchase order in the amount of $24,500.00.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 12, 2025

Village of Mundelein
30 Plaza Circle
Mundelein, IL 60060

Attention: Adam Boeche, Director of Public Works

Subject: Proposal for Professional Engineering Services
IEPA Public Water Supply Loan Assistance

Dear Mr. Boeche:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to Illinois Environmental Protection Agency (IEPA) loan application and project plan assistance for Watermain Replacement, Lead Service Line Replacement, Water Supply Storage and Transmission Improvements in the Village of Mundelein (Village). Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the assignment will consist of assisting the Village in preparing IEPA loan applications for the Village's Watermain Replacement, Lead Service Line Replacement, Water Supply Storage and Transmission Improvements, as well as a Project Plan Report to be prepared by CBBEL and for approval by IEPA. The estimated cost of this will be determined after the completion of the evaluation of the water system. We will maximize the application based on the recommended improvements and required system replacement.

The Village is planning to finance watermain replacement projects in the coming years by obtaining IEPA low-interest loans through the IEPA PWSLP and is seeking professional engineering services to prepare a Project Plan and assist the Village in obtaining Planning Approval. Once Planning Approval is granted, the Village can proceed with the final engineering, permitting and IEPA loan applications for any of the projects included in the approved Project Plan.

This proposal includes preparation of a Project Plan and completion of associated Project Plan Submittal and Environmental Review Checklists as required by IEPA to process the project and grant Planning Approval. All work after Planning Approval, including IEPA loan documentation assistance, final engineering, permitting, and bidding of the replacement projects will be provided under separate contracts in the future. All future work will be eligible under the IEPA loan approval process.

Additionally, this proposal assumes that all easements, including temporary construction easements and access agreements, required to construct the project will be handled by the Village.

SCOPE OF SERVICES

Task 1 – IEPA Loan Application and Project Plan Report: CBBEL will assist the Village in preparing and submitting the loan application package documents and Project Plan Report as required under the IEPA Public Water Supply Loan Program. CBBEL will prepare the Project Plan Report that includes all required items as listed on the IEPA Project Plan Submittal Checklist. The Report will include a summary of existing conditions, project justification, project description, costs, financial impact and implementation schedule. A draft of the Project Plan Report will be prepared and submitted to the Village for review and comment. We will also prepare the Loan Application packet and supporting documents required to be submitted with the application, including documentation on the user charge system (OM&R, water ordinance and rates), dedicated source of revenue for debt obligations and debt ordinance. After Village review, the Report will be finalized and submitted to the IEPA. This task assumes CBBEL will address one (1) round of comments from the IEPA prior to receiving Planning Approval. We will draft an overall plan report that can be used for all four (4) loan applications - Watermain Replacement, Lead Service Line Replacement, Transmission Improvements, and Supply Storage Improvements. Once approved by the IEPA, this report will be valid for 5 years from the date of approval.

Task 2 - Agency Submittals: CBBEL will prepare and submit a Funding Nomination form for the project, in accordance with IEPA requirements. Additionally, CBBEL will prepare the submittals to the agencies identified in the IEPA Environmental Checklist to obtain the required environmental signoffs, including the State Historic Preservation Office, Illinois Department of Natural Resources and United States Army Corps of Engineers. This task includes follow-up in responses to any questions/comments that are received from the agencies.

Task 3 – IEPA Coordination and Management: A substantial amount of coordination with the IEPA throughout the loan application process is anticipated to be required as the project is developed in accordance with IEPA loan requirements. CBBEL will work diligently with the IEPA on behalf of the Village to exchange project information, complete and submit requested forms and other data and support adherence to the proposed project schedule. CBBEL will work with IEPA to provide the necessary information and facilitate approvals of various forms and checklists that are required for loan approval. This work also covers any public hearing requirements and reporting requirements.

This proposal excludes the preparation of design and bid documents for any replacement project or phase of replacement projects.

ESTIMATE OF FEE

Please find Exhibit A included herein for our estimate of the fee to provide the scope of services proposed.

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions for the Village of Mundelein. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for printing, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not

included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael Kerr, PE
President

Encl. Exhibit A
Schedule of Charges
General Terms & Conditions

JD/jmc

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF MUNDELEIN.

BY: _____

TITLE: _____

DATE: _____

SPECIAL AGREEMENT TERMS PER IEPA LOAN REQUIREMENTS

The following terms and conditions are required to be included in all engineering contracts to be eligible for IEPA Public Water Supply Loan Program (PWSLP) funds and are hereby part of this agreement:

Audit and Access to Records Clause

a) Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

b) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

c) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

d) The final audit report shall include the written comments, if any, of the audited parties.

e) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 662.650/365.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to $10,000 or imprisonment for up to 5 years, or both.

Contract Completion Date
Loan Application: 11/30/2025

USEPA Nondiscrimination Clause
The contractor (engineer) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause
The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

VILLAGE OF MUNDELEIN
IEPA Public Water Supply Loan Assistance
WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

	Engineer				Survey					GIS	Sub		
Classification	V	IV	III	I/II	V	IV	III	II	I	Specialist III	Consultant	Total Hours	Total Cost
Rate ($/hr)	$245.00	$210.00	$185.00	$160.00	$245.00	$230.00	$210.00	$165.00	$140.00	$185.00	$1.00		
Task 1 - IEPA Loan Application & Project Plan Report	60											60	$ 14,700.00
Task 2 - Agency Submittals	20											20	$ 4,900.00
Task 3 - IEPA Coordination & Management	20											20	$ 4,900.00
												Subtotal Cost =	**$ 24,500.00**
Subtotals	100	0	0	0	0	0	0	0	0	0		100	
Percentage of Hours	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		100.0%	
Total Personnel Cost	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**Running Cost =**	**$ 24,500.00**
												Direct Cost =	**$ -**
												TOTAL COST =	**$ 24,500.00**

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

Personnel	Charges ($/Hr)
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor’s failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

VILLAGE OF
Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Vanna Jankowski, Finance Clerk
Linda Miller, Finance Director

For: Village Board Meeting of February 24, 2025

Subject: Governing Body

Financial Impact:
$944,702.68

Attachments:
1. GOVERNING BODY

Background:
The Village's Bill Approval Policy requires bill approval at each board meeting. Board approval is respectfully requested. The full Governing Body Report has been posted on the Village's internet.

Recommendation:
Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between February 11, 2025, and ending February 24, 2025, in the amount of $944,702.68.

VILLAGE OF
Mundelein
Finance Department

GOVERNING BODY

DISBURSEMENTS REPORT

FEBRUARY 24, 2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 02/11/2025 - 02/24/2025
POSTED
PAID

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
CC JAN 2025								
0000021591	BANKCARD PROCESSING CTR	01/29/2025		8,173.44	0.00	Paid	Y	
	CREDIT CARD JANUARY 2025	VJANKOWSKI					02/21/2025	
	100-000-25100.000 CREDIT CARD PAYABLE			8,173.44				
1046-F143879								
0000020757	UNITED STATES ALLIANCE	01/06/2025		3,098.88	0.00	Paid	Y	25-00016
	EMERGENCY SPRINKLER SYSTEM REPAIR AT FS	VJANKOWSKI					02/24/2025	
	100-420-46620.000 MT BUILDING & GROUNDS			3,098.88				
L95039								
0000020759	WEST SIDE TRACTOR SALES	01/06/2025		2,558.57	0.00	Paid	Y	25-00025
	SKID STEER JOYSTICK REPIAR	VJANKOWSKI					02/24/2025	
	500-453-46645.000 MT HEAVY EQUIP VEHICLES			2,558.57				
0174352-IN								
0000020762	MIDWEST METER INC	01/07/2025		3,388.98	0.00	Paid	Y	25-00024
	ORION READING TOPS FOR WATER METERS	VJANKOWSKI					02/24/2025	
	500-463-47560.000 MT MTLS METERS			3,388.98				
010725-ECON								
0000020774	TONALITY BREWING CO, LLC	01/07/2025		65,000.00	0.00	Paid	Y	14545
	Reimbursement for Economic Assistance Ag	VJANKOWSKI					02/24/2025	
	341-265-49901.000			65,000.00				
863325								
0000020793	ADVOCATE HEALTH-HOSPITALS CORP	01/02/2025		65.00	0.00	Paid	Y	
	NEW HIRE SCREEN - PD FERDINA	VJANKOWSKI					02/24/2025	
	100-205-46904.000 PHYSICAL EXAMS			65.00				
863448								
0000020794	ADVOCATE HEALTH-HOSPITALS CORP	01/02/2025		65.00	0.00	Paid	Y	
	NEW HIRE SCREEN - PD CALLAGHAN	VJANKOWSKI					02/24/2025	
	100-205-46904.000 PHYSICAL EXAMS			65.00				
864656								
0000020795	ADVOCATE HEALTH-HOSPITALS CORP	01/02/2025		65.00	0.00	Paid	Y	
	NEW HIRE SCREEN - PD WADIN	VJANKOWSKI					02/24/2025	
	100-205-46904.000 PHYSICAL EXAMS			65.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
864858								
0000020796	ADVOCATE HEALTH-HOSPITALS CORP	01/02/2025		65.00	0.00	Paid	Y	
	NEW HIRE SCREEN - PD PALENIK	VJANKOWSKI					02/24/2025	
	100-205-46904.000 PHYSICAL EXAMS			65.00				
865333								
0000020797	ADVOCATE HEALTH-HOSPITALS CORP	01/02/2025		65.00	0.00	Paid	Y	
	NEW HIRE SCREEN - PD WHITTLEY	VJANKOWSKI					02/24/2025	
	100-205-46904.000 PHYSICAL EXAMS			65.00				
865814								
0000020798	ADVOCATE HEALTH-HOSPITALS CORP	01/02/2025		163.00	0.00	Paid	Y	
	NEW HIRE SCREEN - PD GOPAR	VJANKOWSKI					02/24/2025	
	100-205-46904.000 PHYSICAL EXAMS			163.00				
865936								
0000020799	ADVOCATE HEALTH-HOSPITALS CORP	01/02/2025		65.00	0.00	Paid	Y	
	NEW HIRE SCREEN - AD HARTMANN	VJANKOWSKI					02/24/2025	
	100-205-46904.000 PHYSICAL EXAMS			65.00				
11JD-DVN9-HK1L								
0000020892	AMAZON CAPITAL SERVICES, INC.	01/10/2025		19.99	0.00	Paid	Y	
	POWER STRIP DESK MOUNT FOR TL DESK	VJANKOWSKI					02/24/2025	
	100-420-47510.000 MT MTLS BLDGS & GROUNDS			19.99				
1HH9-MVV6-FKKJ								
0000020894	AMAZON CAPITAL SERVICES, INC.	01/13/2025		22.86	0.00	Paid	Y	
	PHONE PROTECOTR AND CASE	VJANKOWSKI					02/24/2025	
	100-420-47012.000 COMPUTER SUPPLIES			22.86				
17548204								
0000020901	W.S. DARLEY & CO	01/14/2025		3,581.21	0.00	Paid	Y	14489
	5" HOSE AND SHIPPING FOR HOSE	VJANKOWSKI					02/24/2025	
	100-323-47530.000 MT MTLS OTHER EQUIPMENT			3,316.00				
	100-323-47530.000 MT MTLS OTHER EQUIPMENT			265.21				
6660025570								
0000020919	COMMERCIAL TIRE SERVICE, INC	01/15/2025		2,134.40	0.00	Paid	Y	25-00022
	LG SQUAD FRONT TIRES INV 6660025570	VJANKOWSKI					02/24/2025	
	100-430-47535.000 CONTRACTUAL FIRE PARTS			2,134.40				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
CINV004083895								
0000020928	MNJ TECHNOLOGIES DIRECT	01/15/2025		3,224.00	0.00	Paid	Y 02/24/2025	25-00004
	RECEIPT PRINTERS FOR CUSTOMER SERVICE	VJANKOWSKI						
	100-202-47012.000	EPSON OMNILINK H600V RECEIPT PRINTER		3,224.00				
158063								
0000020939	BS&A INTERMEDIATE LLC	01/06/2025		28,425.00	0.00	Paid	Y 02/24/2025	13586
	BS&A Community Development Software - Ap	VJANKOWSKI						
	100-260-48410.000	COMPUTER EQUIPMENT		28,425.00				
1H4L-QLDT-FWJ3								
0000021019	AMAZON CAPITAL SERVICES, INC.	01/16/2025		69.16	0.00	Paid	Y 02/24/2025	
	IT SUPPLIES	VJANKOWSKI						
	100-202-47502.000	MOUSE, USB CABLES FOR CHARGING		69.16				
168439								
0000021130	RAY SCHRAMER & CO.	01/14/2025		363.40	0.00	Paid	Y 02/24/2025	
	2" ADJUSTMENT RINGS	VJANKOWSKI						
	500-452-47525.000	MT MTLS HEAVY EQUIPMENT		363.40				
231018006								
0000021154	COMCAST	01/15/2025		10,539.43	0.00	Paid	Y 02/24/2025	
	VILLAGE FIBER FOR NETWORK	VJANKOWSKI						
	100-202-47310.000	COMCAST ETHERNET		10,539.43				
CINV004084788								
0000021176	MNJ TECHNOLOGIES DIRECT	01/20/2025		1,232.00	0.00	Paid	Y 02/24/2025	
	MONITORS	VJANKOWSKI						
	100-202-47012.000	MONITORS FOR VILLAGE WIDE USERS		1,232.00				
1TMX-CM9M-1QTP								
0000021187	AMAZON CAPITAL SERVICES, INC.	01/22/2025		29.97	0.00	Paid	Y 02/24/2025	
	IPHONE CASE AND CHARGERS	VJANKOWSKI						
	100-202-47399.000	IPHONE CASE AND CHARGERS		29.97				
99951								
0000021192	LAUTERBACH & AMEN, LLP	01/07/2025		33,500.00	0.00	Paid	Y 02/24/2025	25-00032
	FY24 PROGRESS BILLING PROF SERVICES REND	VJANKOWSKI						
	100-231-46402.000	MUNICIPAL AUDIT		33,500.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
10795796534								
0000021195	DELL MARKETING L.P.	01/23/2025		813.56	0.00	Paid	Y	
	COMPUTER	RPETERSON					02/24/2025	
	100-202-47012.000	COMPUTER FOR NEW EMPLOYEE		813.56				
844090								
0000021297	YELLOWSTONE LANDSCAPE, INC.	01/22/2025		1,376.00	0.00	Paid	Y	14070
	SNOW AND ICE CONTROL SERVICES - ZONE 8 (	VJANKOWSKI					02/24/2025	
	100-441-46670.000	MT ALL STREETS		1,376.00				
INV31000								
0000021317	BEC ENTERPRISES, LLC	01/28/2025		746.78	0.00	Paid	Y	
	WWTP EQUIPMENT	VJANKOWSKI					02/24/2025	
	500-453-47530.000	MT MTLS OTHER EQUIPMENT		746.78				
PS2017155-1								
0000021319	BURRIS EQUIPMENT CO.	01/28/2025		33.23	0.00	Paid	Y	
	UTV 652 DOOR SHOCK	VJANKOWSKI					02/24/2025	
	100-430-47525.000	MT MTLS HEAVY EQUIPMENT		33.23				
PM6A0033929								
0000021320	ALTORFER INDUSTRIES	01/29/2025		542.30	0.00	Paid	Y	
	PRESSURE REGULATOR START REPLACEMENT FOR	VJANKOWSKI					02/24/2025	
	500-452-47571.000	MT MTLS LIFT STATIONS		542.30				
PM6A0033930								
0000021321	ALTORFER INDUSTRIES	01/29/2025		677.30	0.00	Paid	Y	
	REPLACED OIL PRESSURE SENDER FOR LIFT ST	VJANKOWSKI					02/24/2025	
	500-452-47571.000	MT MTLS LIFT STATIONS		677.30				
S2047153.001								
0000021329	CONNEXION	01/28/2025		185.76	0.00	Paid	Y	
	SPEED SEALING COMPOUND	VJANKOWSKI					02/24/2025	
	500-453-47070.000	TOOLS/SUPPLIES		185.76				
158062								
0000021333	BS&A INTERMEDIATE LLC	01/06/2025		58,850.00	0.00	Paid	Y	25-00017
	BS&A IMPLEMENTATION	VJANKOWSKI					02/24/2025	
	100-260-48410.000	COMPUTER EQUIPMENT		58,850.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
43744									
0000021337	M. E. SIMPSON CO. INC.		01/30/2025		1,605.00	0.00	Paid	Y	
	FIND WATER MAIN BREAKS		VJANKOWSKI					02/24/2025	
	500-462-46692.000	MT WATERMAINS			1,605.00				
250122-MPW									
0000021339	JOHNSON ENTERPRISES		01/29/2025		6,930.00	0.00	Paid	Y	14339
	EMERGENCY REPLACEMENT OF SPRAY MECHANISM		VJANKOWSKI					02/24/2025	
	100-420-46620.000	MT BUILDING & GROUNDS			6,930.00				
ILSPA-GOPAR 013									
0000021342	STATE POLICE SVCS. FUND		01/30/2025		5,691.55	0.00	Paid	Y	25-00034
	ISP ACADEMY OFFICER ANGEL GOPAR		VJANKOWSKI					02/24/2025	
	100-305-46340.000	CONV/SCHOOLS/MTGS			5,691.55				
SYNERGYDEMO-013									
0000021344	SYNERGY CONSTRUCTION GRP		01/30/2025		360,000.00	0.00	Paid	Y	25-00040
	DEMO REIMBURSEMENT PER REDEVELOPMENT AGR		VJANKOWSKI					02/24/2025	
	341-265-49901.000	CONTIGENT			360,000.00				
SYNERGY-PIC 013									
0000021345	SYNERGY CONSTRUCTION GRP		01/30/2025		88,616.00	0.00	Paid	Y	25-00041
	PUBLIC IMPROVEMENT REIMBURSEMENT PER RED		VJANKOWSKI					02/24/2025	
	341-265-49901.000	CONTIGENT			88,616.00				
AFFI DUES 2025									
0000021348	ANGEL GONZAGA		01/30/2025		135.00	0.00	Paid	Y	
	REIMBURSEMENT FOR CONFERENCE		VJANKOWSKI					02/24/2025	
	100-323-46340.000	CONV/SCHOOLS/MTGS			135.00				
1903901045834									
0000021349	INTERSTATE ALL BATTERY		01/31/2025		115.50	0.00	Paid	Y	
	BATTERIES		VJANKOWSKI					02/24/2025	
	100-323-47070.000	TOOLS/SUPPLIES			115.50				
71007									
0000021352	AFC INTERNATIONAL		01/27/2025		245.41	0.00	Paid	Y	
	GAS MONITORS CALIBRATION GAS		VJANKOWSKI					02/24/2025	
	100-323-46612.000	MT LABRATORY EQUIPMENT			245.41				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
1062 - 011425									
0000021353	MIDWEST SNOW SOLUTIONS		01/14/2025		1,085.00	0.00	Paid	Y 02/24/2025	14069
	SNOW AND ICE CONTROL SERVICES - ZONE 7.		VJANKOWSKI						
	100-441-46670.000	MT ALL STREETS			1,085.00				
112P278462									
0000021354	CIT TRUCKS LLC		01/30/2025		89.36	0.00	Paid	Y 02/24/2025	
	CS E19 VBAND TURBO CLAMP		VJANKOWSKI						
	100-430-47535.000	CONTRACTUAL FIRE PARTS			89.36				
6660025695									
0000021355	COMMERCIAL TIRE SERVICE, INC		01/30/2025		594.00	0.00	Paid	Y 02/24/2025	
	SQUAD 2 TIRES		VJANKOWSKI						
	100-430-47524.000	MT MTLS PATROL VEHICLES			594.00				
80185196									
0000021356	BADGER METER, INC.		01/29/2025		452.56	0.00	Paid	Y 02/24/2025	
	JANUARY HOSTING		VJANKOWSKI						
	500-463-47560.000	MT MTLS METERS			452.56				
142335									
0000021357	J.G. UNIFORMS, INC		01/29/2025		141.00	0.00	Paid	Y 02/24/2025	
			VJANKOWSKI						
	100-231-47015.000	OFFICE SUPPLIES			141.00				
VIDUYA-013025									
0000021358	PAUL VIDUYA		01/30/2025		175.00	0.00	Paid	Y 02/24/2025	
	REIMBURSEMENT FOR UAS CERTIFICATION		VJANKOWSKI						
	100-301-46499.000	PROFESSIONAL SERVICES			175.00				
SQUAD 24 RENEW-									
0000021359	SECRETARY OF STATE		01/22/2025		151.00	0.00	Paid	Y 02/24/2025	
	SQUAD 24 CONFIDENTIAL PLATE RENEWAL		VJANKOWSKI						
	100-301-47520.000	MT MTLS ADMIN VEHICLES			151.00				
HITZ-MARCH 25									
0000021360	HITZ PIZZA		01/30/2025		270.00	0.00	Paid	Y 02/24/2025	
	MASC MARCH 2025 LUNCH		VJANKOWSKI						
	100-303-46372.000	PREVENTION EDUCATION MTLS			270.00				

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142378								
0000021361	J.G. UNIFORMS, INC	01/30/2025		136.00	0.00	Paid	Y 02/24/2025	25-00005
	UNIFORM SHIRT FOR CHIEF SEELEY	VJANKOWSKI						
	100-305-47120.000	BLAUER FLEECE ZIP FRONT NAVY		128.00				
	100-305-47120.000	NAME EMBROIDERY: J. SEELEY		8.00				
2391065								
0000021362	RAY O'HERRON CO.	01/28/2025		1,566.00	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	VJANKOWSKI						
	100-305-47122.000	BODY ARMOUR		1,566.00				
2391071								
0000021363	RAY O'HERRON CO.	01/28/2025		1,566.00	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	VJANKOWSKI						
	100-305-47122.000	BODY ARMOUR		1,566.00				
2391056								
0000021364	RAY O'HERRON CO.	01/28/2025		1,566.00	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	VJANKOWSKI						
	100-305-47122.000	BODY ARMOUR		1,566.00				
2391064								
0000021365	RAY O'HERRON CO.	01/28/2025		1,566.00	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	VJANKOWSKI						
	100-305-47122.000	BODY ARMOUR		1,566.00				
2391057								
0000021366	RAY O'HERRON CO.	01/28/2025		1,566.00	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	VJANKOWSKI						
	100-305-47122.000	BODY ARMOUR		1,566.00				
2391060								
0000021367	RAY O'HERRON CO.	01/28/2025		1,566.00	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	VJANKOWSKI						
	100-305-47122.000	BODY ARMOUR		1,566.00				
2391059								
0000021368	RAY O'HERRON CO.	01/28/2025		1,566.00	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	VJANKOWSKI						
	100-305-47122.000	BODY ARMOUR		1,566.00				

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2391063 0000021369	RAY O'HERRON CO. Body Armor/Carrier (United Shield) Offic 100-305-47122.000 BODY ARMOUR	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14267 02/24/2025
2391058 0000021370	RAY O'HERRON CO. Body Armor/Carrier (United Shield) Offic 100-305-47122.000 BODY ARMOUR	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14267 02/24/2025
2391067 0000021371	RAY O'HERRON CO. Body Armor/Carrier (United Shield) Offic 100-305-47122.000 BODY ARMOUR	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14267 02/24/2025
2391066 0000021372	RAY O'HERRON CO. Body Armor/Carrier (United Shield) Offic 100-305-47122.000 BODY ARMOUR	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14267 02/24/2025
2391124 0000021373	RAY O'HERRON CO. Body Armor/Carrier -(United Shield) - Ne 100-305-47120.000 CLOTHING ALLOWANCE	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14429 02/24/2025
2391123 0000021374	RAY O'HERRON CO. Body Armor/Carrier -(United Shield) - Ne 100-305-47120.000 CLOTHING ALLOWANCE	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14429 02/24/2025
2391062 0000021375	RAY O'HERRON CO. Body Armor/Carrier -(United Shield) - Ne 100-305-47120.000 CLOTHING ALLOWANCE	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14429 02/24/2025
2391061 0000021376	RAY O'HERRON CO. Body Armor/Carrier -(United Shield) - Ne 100-305-47120.000 CLOTHING ALLOWANCE	01/28/2025 VJANKOWSKI		1,566.00 1,566.00	0.00	Paid	Y	14429 02/24/2025

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9391306884									
0000021377	GRAINGER		01/30/2025		250.56	0.00	Paid	Y	
	FUSES FOR STREETLIGHTS		VJANKOWSKI					02/24/2025	
	100-420-47549.000	MT MTLS STREET LITES			250.56				
86173/6									
0000021378	ACE HARDWARE OF LIBERTYVILLE		01/29/2025		7.19	0.00	Paid	Y	
	SHOP SUPPLIES		VJANKOWSKI					02/24/2025	
	100-420-47510.000	MT MTLS BLDGS & GROUNDS			7.19				
86176/6									
0000021379	ACE HARDWARE OF LIBERTYVILLE		01/29/2025		25.15	0.00	Paid	Y	
	PROPANE REFILL		VJANKOWSKI					02/24/2025	
	100-430-47440.000	GASOLINE			25.15				
86175/6									
0000021380	ACE HARDWARE OF LIBERTYVILLE		01/29/2025		15.58	0.00	Paid	Y	
	BLEACH TO CLEAN MATS IN WORKOUT ROOM		VJANKOWSKI					02/24/2025	
	100-301-47510.000	MT MTLS BLDGS & GROUNDS			15.58				
086184/6									
0000021381	ACE HARDWARE OF LIBERTYVILLE		01/30/2025		14.02	0.00	Paid	Y	
	LAUNDRY SUPPLIES		VJANKOWSKI					02/24/2025	
	100-321-47030.000	JANITORIAL SUPPLIES			14.02				
430587									
0000021382	TRITECH SOFTWARE SYSTEMS		01/31/2025		175.86	0.00	Paid	Y	
	ANNUAL CENTRAL SQUARE CONNECTION FEE		VJANKOWSKI					02/24/2025	
	100-321-46415.000	COMPUTER SOFTWARE SUPPORT			175.86				
846645									
0000021383	YELLOWSTONE LANDSCAPE, INC.		01/22/2025		790.00	0.00	Paid	Y	14070
	SNOW AND ICE CONTROL SERVICES - ZONE 8 (		VJANKOWSKI					02/24/2025	
	100-441-46670.000	MT ALL STREETS			790.00				
86187/6									
0000021384	ACE HARDWARE OF LIBERTYVILLE		01/31/2025		15.29	0.00	Paid	Y	
			VJANKOWSKI					02/24/2025	
	100-441-47070.000				15.29				

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277424								
0000021385	BRAD MANNING FORD INC	01/30/2025		246.01	0.00	Paid	Y	
	SQUAD 11 FRONT BRAKES	RPETERSON					02/24/2025	
	100-430-47524.000 MT MTLS PATROL VEHICLES			246.01				
BOSWELL-0130202								
0000021386	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC BOSWELL	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
WAITES-01222025								
0000021387	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - SGT. WAITES	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
VIDUYA-01222025								
0000021388	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - OFFICER VIDUYA	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
VALDES-01222025								
0000021389	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - OFFICER VALDES	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
BUSH-01262025								
0000021390	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - SGT. BUSH	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
TRUJILLO-011920								
0000021391	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC TRUJILLO	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
CUMMINGS-012920								
0000021392	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - OFFICER CUMMINGS	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				

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VILLAVICENCIO-0								
0000021393	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC VILLAVICENCIO	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
KAMISCHKE-01212								
0000021394	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - OFFICER KAMISCHKE	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
BRIGANO-0125202								
0000021395	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - SGT. BRIGANO	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
CALLAGHAN-01262								
0000021396	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - OFFICER CALLAGHAN	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
OSORIA-01212025								
0000021397	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - OFFICER OSORIA	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
RIECHERS-012520								
0000021398	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC RIECHERS	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
MILLER-01302025								
0000021399	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC MILLER	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				
FEJKLOWICZ-0125								
0000021400	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC FEJKLOWICZ	RPETERSON					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			75.00				

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WADIN-01252025								
0000021401	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC WADIN	RPETERSON					02/24/2025	
	100-301-46499.000	PROFESSIONAL SERVICES		75.00				
FAIDLEY-0119202								
0000021402	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - TC FAIDLEY	RPETERSON					02/24/2025	
	100-301-46499.000	PROFESSIONAL SERVICES		75.00				
GUENTHER-011920								
0000021403	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - SGT. GUENTHER	RPETERSON					02/24/2025	
	100-301-46499.000	PROFESSIONAL SERVICES		75.00				
KAPLAN-01292025								
0000021404	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - SGT. KAPLAN	RPETERSON					02/24/2025	
	100-301-46499.000	PROFESSIONAL SERVICES		75.00				
KROLL-01232025								
0000021405	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - SGT. KROLL	RPETERSON					02/24/2025	
	100-301-46499.000	PROFESSIONAL SERVICES		75.00				
DUNN-01232025								
0000021406	ANTHONY EDWARD BERTRAM	01/31/2025		75.00	0.00	Paid	Y	
	WELLNESS CHECK - OFFICER DUNN	RPETERSON					02/24/2025	
	100-301-46499.000	PROFESSIONAL SERVICES		75.00				
112P278543								
0000021407	CIT TRUCKS LLC	01/31/2025		89.36	0.00	Paid	Y	
	CS E19 TURBO CLAMPS	RPETERSON					02/24/2025	
	100-430-47535.000	CONTRACTUAL FIRE PARTS		89.36				
240421								
0000021408	MIDWEST HOSE AND FITTINGS INC	01/29/2025		117.24	0.00	Paid	Y	
	BALL VALVES	RPETERSON					02/24/2025	
	100-430-47528.000	MT MTLS PICK-UP TRUCK		117.24				

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711612								
0000021409	MEADE, INC.	01/31/2025		385.66	0.00	Paid	Y	
	TRAFFIC SIGNAL MAINTENANCE	RPETERSON					02/24/2025	
	100-441-46671.000	MT TRAFFIC SIGNALS		385.66				
1XQF-4PMC-H6QM								
0000021410	AMAZON CAPITAL SERVICES, INC.	01/31/2025		67.56	0.00	Paid	Y	
	STAPLER/DESK ORGANIZER	RPETERSON					02/24/2025	
	500-452-47015.000	OFFICE SUPPLIES		67.56				
377720								
0000021411	BURKE, WARREN, MACKAY & SERRITELLA,	01/29/2025		1,227.00	0.00	Paid	Y	
	LEGAL FEES - DECEMBER 2024 - CONCEPT #20	RPETERSON					02/24/2025	
	630-000-27770.000	CONC 2022-001 FLAHERTY		1,227.00				
377721								
0000021412	BURKE, WARREN, MACKAY & SERRITELLA,	01/29/2025		76.50	0.00	Paid	Y	
	LEGAL FEES - DECEMBER 2024 - CONCEPT #20	RPETERSON					02/24/2025	
	630-000-27778.000	CONC 2021-002 MORRIS STATION		76.50				
377722								
0000021413	BURKE, WARREN, MACKAY & SERRITELLA,	01/29/2025		153.00	0.00	Paid	Y	
	LEGAL FEES - DECEMBER 2024 - CONCEPT #20	RPETERSON					02/24/2025	
	630-000-27776.000	CONC 2020-003 OAK CREEK		153.00				
377723								
0000021414	BURKE, WARREN, MACKAY & SERRITELLA,	01/29/2025		1,737.00	0.00	Paid	Y	
	LEGAL FEES - DECEMBER 2024 - CONCEPT #20	RPETERSON					02/24/2025	
	630-000-27775.000	CONC 2022-006 WIRTZ		1,737.00				
212332								
0000021415	GRAYSLAKE FEED SALES,INC.	02/03/2025		244.00	0.00	Paid	Y	
	RESTORATION	RPETERSON					02/24/2025	
	500-462-47599.000	MISC MAINT MATERIALS		244.00				
INUS319976								
0000021416	AXON ENTERPRISE, INC	02/01/2025		28,025.21	0.00	Paid	Y	13575
	AXON BWC and Fleet - Year #3 of 5	RPETERSON					02/24/2025	
	100-305-47011.000	COMPUTER PROGRAMS		28,025.21				

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INUS320311								
0000021417	AXON ENTERPRISE, INC	02/01/2025		3,149.15	0.00	Paid	Y 02/24/2025	13575
	AXON BWC and Fleet - Year #3 of 5	RPETERSON						
	100-305-47011.000	COMPUTER PROGRAMS		2,992.40				
	100-305-47530.000	MT MTLS OTHER EQUIPMENT		156.75				
198725								
0000021419	CHRISTOPHER B BURKE ENGINEERING LTD	02/03/2025		3,177.50	0.00	Paid	Y 02/24/2025	14458
	PROFESSIONAL DESIGN ENGINEERING SERVICES	RPETERSON						
	414-445-48799.000	OTHER INFRASTRUCTURE IMPR		3,177.50				
187132								
0000021420	P.F.PETTIBONE & CO.	01/30/2025		1,573.20	0.00	Paid	Y 02/24/2025	
	CITATION BOOKS	RPETERSON						
	100-301-46441.000	PRINTING SERVICES		864.45				
	100-301-46441.000	PRINTING SERVICES		673.75				
	100-301-46910.000	FREIGHT		35.00				
S2498578.002								
0000021421	WILLOW ELECTRICAL SUPPLY	01/31/2025		290.78	0.00	Paid	Y 02/24/2025	
	STREETLIGHT SUPPLIES	RPETERSON						
	100-420-47549.000	MT MTLS STREET LITES		290.78				
S2498578.001								
0000021422	WILLOW ELECTRICAL SUPPLY	01/30/2025		26.33	0.00	Paid	Y 02/24/2025	
	STREET LIGHTS SUPPLIES	RPETERSON						
	100-420-47549.000	MT MTLS STREET LITES		26.33				
40626								
0000021423	MOBILE HEALTH SOLUTIONS	02/03/2025		180.00	0.00	Paid	Y 02/24/2025	
	DRUG SCREENINGS - PW	RPETERSON						
	100-205-46904.000	PHYSICAL EXAMS		180.00				
086205/6								
0000021424	ACE HARDWARE OF LIBERTYVILLE	02/03/2025		14.37	0.00	Paid	Y 02/24/2025	
	TRUCK 425 CHECK VALVE	RPETERSON						
	100-430-47526.000	MT MTLS DUMP TRUCKS		14.37				
903657650								
0000021425	STATE INDUSTRIAL PRODUCTS	01/31/2025		479.04	0.00	Paid	Y 02/24/2025	
	NDC & FLOOR CLEANING SUPPLIES	RPETERSON						
	100-321-47030.000	JANITORIAL SUPPLIES		479.04				

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7004004046								
0000021426	STAPLES ADVANTAGE	02/01/2025		113.16	0.00	Paid	Y	
	TRAINING ROOM COFFEE SUPPLIES	RPETERSON					02/24/2025	
	100-321-47070.000	TOOLS/SUPPLIES		113.16				
73787414								
0000021427	TERMINIX ANDERSON	02/02/2025		66.95	0.00	Paid	Y	
	PEST CONTROL VH	RPETERSON					02/24/2025	
	100-420-46620.000	MT BUILDING & GROUNDS		66.95				
851443075								
0000021428	THOMSON REUTERS	02/01/2025		299.73	0.00	Paid	Y	13823
	2024 - 2025 Background Checks	RPETERSON					02/24/2025	
	100-304-46999.000	MISC OTHER SERVICES		149.86				
	100-105-46999.000	MISC OTHER SERVICES		149.87				
73786121								
0000021429	TERMINIX ANDERSON	02/02/2025		79.80	0.00	Paid	Y	
	PEST CONTROL AT STATION 1	RPETERSON					02/24/2025	
	100-321-46620.000	MT BUILDING & GROUNDS		79.80				
73786123								
0000021430	TERMINIX ANDERSON	02/02/2025		50.70	0.00	Paid	Y	
	STATION 2 PEST CONTROL	RPETERSON					02/24/2025	
	100-321-46620.000	MT BUILDING & GROUNDS		50.70				
1062-020225								
0000021431	MIDWEST SNOW SOLUTIONS	02/02/2025		2,420.00	0.00	Paid	Y	14069
	SNOW AND ICE CONTROL SERVICES - ZONE 7.	RPETERSON					02/24/2025	
	100-441-46670.000	MT ALL STREETS		2,420.00				
7805								
0000021432	MUNICIPAL GIS PARTNERS, INC	01/31/2025		12,022.24	0.00	Paid	Y	13821
	GIS STAFFING SERVICES. BOARD APPROVED J	RPETERSON					02/24/2025	
	500-461-46410.000	CONSULTING SERVICES		4,809.24				
	100-440-46410.000	CONSULTING SERVICES		2,404.00				
	500-451-46410.000	CONSULTING SERVICES		4,809.00				
086213/6								
0000021433	ACE HARDWARE OF LIBERTYVILLE	02/04/2025		6.29	0.00	Paid	Y	
	TRAILER 551 PAINT	RPETERSON					02/24/2025	
	500-452-47525.000	MT MTLS HEAVY EQUIPMENT		6.29				

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2379624 0000021434	RAY O'HERRON CO. BODY ARMOR - OFFICER JORDAN 100-305-47120.000	11/27/2024 RPETERSON CLOTHING ALLOWANCE		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379623 0000021435	RAY O'HERRON CO. BODY ARMOR - OFFICER THURMAN 100-305-47120.000	11/27/2024 RPETERSON CLOTHING ALLOWANCE		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379615 0000021436	RAY O'HERRON CO. BODY ARMOR - OFFICER MALDANADO 100-305-47120.000	11/27/2024 RPETERSON CLOTHING ALLOWANCE		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379614 0000021437	RAY O'HERRON CO. BODY ARMOR OFFICER CUMMINGS 100-305-47120.000	11/27/2024 RPETERSON CLOTHING ALLOWANCE		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379600 0000021438	RAY O'HERRON CO. Body Armor/Carrier (United Shield) Offic 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	14267
2379602 0000021439	RAY O'HERRON CO. BODY ARMOR/CARRIER (UNITED SHIELD) OFFIC 100-305-47122.000	11/27/2025 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	14267
2379603 0000021440	RAY O'HERRON CO. Body Armor/Carrier (United Shield) Offic 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	14267
2379604 0000021441	RAY O'HERRON CO. Body Armor/Carrier (United Shield) Offic 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	14267

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2379605 0000021442	RAY O'HERRON CO.	11/27/2024		23.49	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	RPETERSON						
	100-305-47122.000 BODY ARMOUR			23.49				
2379606 0000021443	RAY O'HERRON CO.	11/27/2024		23.49	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	RPETERSON						
	100-305-47122.000 BODY ARMOUR			23.49				
2379617 0000021444	RAY O'HERRON CO.	11/27/2024		23.49	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	RPETERSON						
	100-305-47122.000 BODY ARMOUR			23.49				
2379618 0000021445	RAY O'HERRON CO.	11/27/2024		23.49	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	RPETERSON						
	100-305-47122.000 BODY ARMOUR			23.49				
2379619 0000021446	RAY O'HERRON CO.	11/27/2024		23.49	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	RPETERSON						
	100-305-47122.000 BODY ARMOUR			23.49				
2379620 0000021447	RAY O'HERRON CO.	11/27/2024		12.50	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	RPETERSON						
	100-305-47122.000 BODY ARMOUR			12.50				
2379622 0000021448	RAY O'HERRON CO.	11/27/2024		12.50	0.00	Paid	Y 02/24/2025	14267
	Body Armor/Carrier (United Shield) Offic	RPETERSON						
	100-305-47122.000 BODY ARMOUR			12.50				
PD JAN 2025 0000021449	MCDONALD'S #4532	01/31/2025		16.54	0.00	Paid	Y 02/24/2025	
	PRISONER MEALS JANUARY 2025	RPETERSON						
	100-301-47020.000 16.54			16.54				

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112P279304 0000021450	CIT TRUCKS LLC CREDIT 100-430-47535.000	02/04/2025 RPETERSON CONTRACTUAL FIRE PARTS		(89.36) (89.36)	0.00	Paid	Y 02/24/2025	
2391086 0000021451	RAY O'HERRON CO. BODY ARMOR - OFFICER GLOGOVSKY 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391085 0000021452	RAY O'HERRON CO. BODY ARMOR - OFFICER SERVIN 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391084 0000021453	RAY O'HERRON CO. BODY ARMOR - OFFICER OSORIA 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391083 0000021454	RAY O'HERRON CO. BODY ARMOR - OFFICER PURDUE 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391082 0000021455	RAY O'HERRON CO. BODY ARMOR - OFFICER CALLAS 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391126 0000021456	RAY O'HERRON CO. BODY ARMOR - OFFICER DUNN 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391127 0000021457	RAY O'HERRON CO. BODY ARMOR - OFFICER PYREK 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	

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2391129 0000021458	RAY O'HERRON CO. BODY ARMOR - OFFICER VALDES 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391130 0000021459	RAY O'HERRON CO. BODY ARMOR - OFFICER GUENTHER 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391121 0000021460	RAY O'HERRON CO. BODY ARMOR - OFFICER KAMISCHKE 100-301-46901.000	01/28/2025 RPETERSON ADVERTISING		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391076 0000021461	RAY O'HERRON CO. BODY ARMOR - OFFICER SEXTON 100-305-47120.000	01/28/2025 RPETERSON CLOTHING ALLOWANCE		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391075 0000021462	RAY O'HERRON CO. BODY ARMOR - SGT. BRIGANO 100-305-47120.000	01/28/2025 RPETERSON CLOTHING ALLOWANCE		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391073 0000021463	RAY O'HERRON CO. BODY ARMOR - OFFICER JAROL 100-305-47120.000	01/28/2025 RPETERSON CLOTHING ALLOWANCE		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391069 0000021464	RAY O'HERRON CO. BODY ARMOR - OFFICER ANDERSON 100-305-47120.000	01/28/2025 RPETERSON CLOTHING ALLOWANCE		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391068 0000021465	RAY O'HERRON CO. BODY ARMOR - OFFICER SANCHEZ 100-305-47120.000	01/28/2025 RPETERSON CLOTHING ALLOWANCE		566.00 566.00	0.00	Paid	Y 02/24/2025	

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2391081 0000021466	RAY O'HERRON CO. BODY ARMOR - OFFICER CHRABOT 100-305-47122.000	01/28/2025 RPETERSON BODY ARMOUR		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391080 0000021467	RAY O'HERRON CO. BODY ARMOR - OFFICER STADLER 100-305-47122.000	01/28/2025 RPETERSON BODY ARMOUR		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391079 0000021468	RAY O'HERRON CO. BODY ARMOR - OFFICER TORRES 100-305-47122.000	01/28/2025 RPETERSON BODY ARMOUR		566.00 566.00	0.00	Paid	Y 02/24/2025	
2391078 0000021469	RAY O'HERRON CO. BODY ARMOR - OFFICER BURNHAM 100-305-47122.000	01/28/2025 RPETERSON BODY ARMOUR		566.00 566.00	0.00	Paid	Y 02/24/2025	
2379627 0000021470	RAY O'HERRON CO. BODY ARMOR - OFFICER DUNN 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379630 0000021471	RAY O'HERRON CO. BODY ARMOR - OFFICER PYREK 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379626 0000021472	RAY O'HERRON CO. BODY ARMOR - OFFICER VALDES 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379629 0000021473	RAY O'HERRON CO. BODY ARMOR - OFFICER KAMISCHKE 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	

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2379631 0000021474	RAY O'HERRON CO. BODY ARMOR - OFFICER GLOGOVSKY 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379609 0000021475	RAY O'HERRON CO. BODY ARMOR - OFFICER SERVIN 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379607 0000021476	RAY O'HERRON CO. BODY ARMOR - OFFICER OSORIA 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379599 0000021477	RAY O'HERRON CO. BODY ARMOR - OFFICER PERDUE 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379597 0000021478	RAY O'HERRON CO. BODY ARMOR - OFFICER CALLAS 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379595 0000021479	RAY O'HERRON CO. BODY ARMOR - OFFICER CHRABOT 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379594 0000021480	RAY O'HERRON CO. BODY ARMOR - OFFICER STADLER 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379635 0000021481	RAY O'HERRON CO. BODY ARMOR - OFFICER TORRES 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	

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2379634 0000021482	RAY O'HERRON CO. BODY ARMOR - OFFICER BURNHAM 100-301-46901.000	11/27/2024 RPETERSON ADVERTISING		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379621 0000021483	RAY O'HERRON CO. BODY ARMOR - SGT. GUENTHER 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		12.50 12.50	0.00	Paid	Y 02/24/2025	
2379633 0000021484	RAY O'HERRON CO. BODY ARMOR - OFFICER SEXTON 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379632 0000021485	RAY O'HERRON CO. BODY ARMOR - SGT. BRIGANO 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379610 0000021486	RAY O'HERRON CO. BODY ARMOR - OFFICER JAROL 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379613 0000021487	RAY O'HERRON CO. BODY ARMOR - OFFICER ANDERSON 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	
2379611 0000021488	RAY O'HERRON CO. BODY ARMOR - OFFICER SANCHEZ 100-305-47122.000	11/27/2024 RPETERSON BODY ARMOUR		23.49 23.49	0.00	Paid	Y 02/24/2025	
1451046 0000021489	COMPASS MINERALS AMERICA FY25 BULK ROCK SALT PURCHASE, JOINT BID 100-441-47541.000	02/04/2025 RPETERSON MT MTLS SALT		5,515.50 5,515.50	0.00	Paid	Y 02/24/2025	14327

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9394765961									
0000021490	GRAINGER		02/04/2025		174.80	0.00	Paid	Y	
	TRUCK 103 STROBE LIGHTS		RPETERSON					02/24/2025	
	500-462-47528.000	MT MTLS PICK-UP TRUCK			174.80				
22062									
0000021491	RITTER GIS INC		02/04/2025		2,460.00	0.00	Paid	Y	13642
	FY25 ASSET MANAGEMENT/CITYWORKS SUPPORT		RPETERSON					02/24/2025	
	500-461-46415.000	COMPUTER SOFTWARE SUPPORT			2,000.00				
	100-410-46415.000	COMPUTER SOFTWARE SUPPORT			460.00				
1CRW-JVT3-CQV1									
0000021492	AMAZON CAPITAL SERVICES, INC.		02/04/2025		199.98	0.00	Paid	Y	
	INVESTIGATIONS COMPUTER PARTS		RPETERSON					02/24/2025	
	100-202-47012.000	COMPUTER SUPPLIES			199.98				
112P279452									
0000021493	CIT TRUCKS LLC		02/05/2025		(36.03)	0.00	Paid	Y	
	CREDIT		RPETERSON					02/24/2025	
	100-430-47523.000	MT MTLS FIRE APPARATUS			(36.03)				
9432321101									
0000021494	3M COMPANY		01/20/2025		546.00	0.00	Paid	Y	
	CLEAR FILM ROLL		RPETERSON					02/24/2025	
	100-441-47547.000	MT MTLS SIGNS			546.00				
9312158033									
0000021495	LAWSON PRODUCTS, INC.		01/20/2025		53.00	0.00	Paid	Y	
	ELECTRICAL CONNECTORS		RPETERSON					02/24/2025	
	100-430-47070.000	TOOLS/SUPPLIES			53.00				
9312153916									
0000021496	LAWSON PRODUCTS, INC.		01/17/2025		1,180.76	0.00	Paid	Y	
	BRASS AIR FITTING STOCK		RPETERSON					02/24/2025	
	100-430-47070.000	TOOLS/SUPPLIES			1,180.76				
9312155336									
0000021497	LAWSON PRODUCTS, INC.		01/19/2025		187.53	0.00	Paid	Y	
	ELECTRICAL PARTS RESTOCK		RPETERSON					02/24/2025	
	100-430-47070.000	TOOLS/SUPPLIES			187.53				

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9312161173 0000021498	LAWSON PRODUCTS, INC. AMB 343 LUBE FITTING 100-430-47522.000	01/21/2025 RPETERSON MT MTLS AMBULANCES		10.50 10.50	0.00	Paid	Y 02/24/2025	
101626640-2025 0000021499	ALLDATA ANNUAL ALLDATA SUBSCRIPTION 100-430-47010.000	01/01/2025 RPETERSON BOOKS/PUBLICATIONS		975.00 975.00	0.00	Paid	Y 02/24/2025	
96278590 0000021500	SAFETY-KLEEN SYSTEMS INC. PARTS CLEANER SERVICE 100-430-46699.000	01/24/2025 RPETERSON MISC MAINTENANCE SERVICE		778.98 778.98	0.00	Paid	Y 02/24/2025	
9312189177 0000021501	LAWSON PRODUCTS, INC. ELECTRICAL CONNECTOR 100-430-47070.000	01/30/2025 RPETERSON TOOLS/SUPPLIES		7.80 7.80	0.00	Paid	Y 02/24/2025	
9312189178 0000021502	LAWSON PRODUCTS, INC. SHOP SUPPLIES 100-430-47070.000	01/30/2025 RPETERSON TOOLS/SUPPLIES		137.63 137.63	0.00	Paid	Y 02/24/2025	
9312189179 0000021503	LAWSON PRODUCTS, INC. TRUCK 427 ELECTRICAL CONNECTORS 100-430-47526.000	01/30/2025 RPETERSON MT MTLS DUMP TRUCKS		105.10 105.10	0.00	Paid	Y 02/24/2025	
S0211925 0000021504	AMERICAN WATER WORKS ASSN NICK F AWWA DUES 500-462-46340.000	01/11/2025 RPETERSON CONV/SCHOOLS/MTGS		87.00 87.00	0.00	Paid	Y 02/24/2025	
S0208865 0000021505	AMERICAN WATER WORKS ASSN JOSH AWWA DUES 500-462-46340.000	01/10/2025 RPETERSON CONV/SCHOOLS/MTGS		87.00 87.00	0.00	Paid	Y 02/24/2025	

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SO210905 0000021506	AMERICAN WATER WORKS ASSN JASON AWWA DUES 500-462-46340.000	01/11/2025 RPETERSON CONV/SCHOOLS/MTGS		87.00 87.00	0.00	Paid	Y 02/24/2025	
SO212588 0000021507	AMERICAN WATER WORKS ASSN MIKE H AWWA DUES 500-462-46340.000	01/11/2025 RPETERSON CONV/SCHOOLS/MTGS		87.00 87.00	0.00	Paid	Y 02/24/2025	
SO210904 0000021508	AMERICAN WATER WORKS ASSN PETE AWWA DUES 500-462-46340.000	01/11/2025 RPETERSON CONV/SCHOOLS/MTGS		87.00 87.00	0.00	Paid	Y 02/24/2025	
SO211330 0000021509	AMERICAN WATER WORKS ASSN NICK G AWWA DUES 500-452-46340.000	01/11/2025 RPETERSON CONV/SCHOOLS/MTGS		87.00 87.00	0.00	Paid	Y 02/24/2025	
SO210903 0000021510	AMERICAN WATER WORKS ASSN KYLE AWWA DUES 500-462-46340.000	01/11/2025 RPETERSON CONV/SCHOOLS/MTGS		87.00 87.00	0.00	Paid	Y 02/24/2025	
9385338471 0000021511	GRAINGER VEHICLE WASH & WAX SOAP W/PUMP 100-430-47523.000	01/27/2025 RPETERSON MT MTLS FIRE APPARATUS		511.93 511.93	0.00	Paid	Y 02/24/2025	
406546692001 0000021512	ODP BUSINESS SOLUTIONS, LLC ENVELOPE MOISTENERS FOR RECORDS 100-306-47015.000	01/18/2025 RPETERSON OFFICE SUPPLIES		32.45 32.45	0.00	Paid	Y 02/24/2025	
406546688001 0000021513	ODP BUSINESS SOLUTIONS, LLC IPHONE CASE FOR SQUAD 1 PHONE 100-305-47015.000	01/17/2025 RPETERSON OFFICE SUPPLIES		18.49 18.49	0.00	Paid	Y 02/24/2025	

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408681597001								
0000021515	ODP BUSINESS SOLUTIONS, LLC	01/24/2025		7.16	0.00	Paid	Y	
	ADMIN OFFICE SUPPLIES	RPETERSON					02/24/2025	
	100-301-47015.000	OFFICE SUPPLIES		7.16				
408658512001								
0000021516	ODP BUSINESS SOLUTIONS, LLC	01/23/2025		358.99	0.00	Paid	Y	
	BOFPC AND ADMIN OFFICE SUPPLIES	RPETERSON					02/24/2025	
	100-105-47015.000	OFFICE SUPPLIES		105.01				
	100-301-47015.000	OFFICE SUPPLIES		253.98				
47583785								
0000021518	LINDE GAS & EQUIPMENT INC	01/22/2025		100.16	0.00	Paid	Y	
	O2 TANK RENTALS	RPETERSON					02/24/2025	
	100-324-47040.000	TRAUMA UNIT SUPPLIES		100.16				
47583786								
0000021519	LINDE GAS & EQUIPMENT INC	01/22/2025		31.21	0.00	Paid	Y	
	O2 TANK RENTALS	RPETERSON					02/24/2025	
	100-324-47040.000	TRAUMA UNIT SUPPLIES		31.21				
0031586-00								
0000021521	LEE JENSEN SALES CO INC	01/30/2025		366.50	0.00	Paid	Y	
	SHORING TRAILER	RPETERSON					02/24/2025	
	500-462-47563.000	MT MTLS WATERMAINS		366.50				
0031599-00								
0000021522	LEE JENSEN SALES CO INC	01/31/2025		758.50	0.00	Paid	Y	
	FOR CHAIN SAW	RPETERSON					02/24/2025	
	500-462-47599.000	MISC MAINT MATERIALS		758.50				
46999								
0000021523	MONROE TRUCK EQUIPMNT INC	02/04/2025		1,535.69	0.00	Paid	Y	
	TRUCK 437 WING PLOW BLADE WITH CARBIDE I	RPETERSON					02/24/2025	
	100-430-47526.000	MT MTLS DUMP TRUCKS		1,535.69				
02/06/2025								
0000021525	GIRON, OSCAR	02/06/2025		69.40	0.00	Paid	Y	
	UB refund for account: 005-0000928-000	DFERRER					02/24/2025	
	500-000-25000.000	ACCOUNTS PAYABLE		69.40				

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02/06/2025 0000021526	JANKOWSKI, MIKE UB refund for account: 013-0000507-001 500-000-25000.000	02/06/2025 DFERRER ACCOUNTS PAYABLE		66.10 66.10	0.00	Paid	Y 02/24/2025	
P01806 0000021527	JOE JOHNSON EQUIPMENT LLC SCRUBBER 653 BRUSHES 100-430-47525.000	01/29/2025 RPETERSON MT MTLS HEAVY EQUIPMENT		1,213.16 1,213.16	0.00	Paid	Y 02/24/2025	
W325017 0000021528	CORE & MAIN LP 500-462-47563.000	01/22/2025 RPETERSON MT MTLS WATERMAINS		309.52 309.52	0.00	Paid	Y 02/24/2025	
132729 0000021529	THE LOCKER SHOP UNIFORMS - RODEWALD 100-321-47120.000	02/05/2025 RPETERSON CLOTHING ALLOWANCE		316.00 316.00	0.00	Paid	Y 02/24/2025	
134092 0000021530	THE LOCKER SHOP UNIFORMS - ISKRA 100-321-47120.000	02/05/2025 RPETERSON CLOTHING ALLOWANCE		353.95 353.95	0.00	Paid	Y 02/24/2025	
134093 0000021531	THE LOCKER SHOP UNIFORMS - STONE 100-321-47120.000	02/05/2025 RPETERSON CLOTHING ALLOWANCE		68.95 68.95	0.00	Paid	Y 02/24/2025	
131869 0000021532	THE LOCKER SHOP UNIFORMS - BRIMMER 100-321-47120.000	02/05/2025 RPETERSON CLOTHING ALLOWANCE		16.00 16.00	0.00	Paid	Y 02/24/2025	
131579 0000021533	THE LOCKER SHOP UNIFORMS - LOCKWOOD 100-321-47120.000	02/05/2025 RPETERSON CLOTHING ALLOWANCE		141.95 141.95	0.00	Paid	Y 02/24/2025	

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112P279184									
0000021534	CIT TRUCKS LLC		02/05/2025		1,681.50	0.00	Paid	Y	
	UPDATED HEADLIGHTS		RPETERSON					02/24/2025	
	100-430-47525.000	MT MTLS HEAVY EQUIPMENT			1,681.50				
PS2017155-2									
0000021535	BURRIS EQUIPMENT CO.		02/05/2025		4.68	0.00	Paid	Y	
	KUBOTA DOOR BALL JOINTS		RPETERSON					02/24/2025	
	100-430-47525.000	MT MTLS HEAVY EQUIPMENT			4.68				
821724									
0000021536	RYAN, LLC		02/05/2025		8,845.00	0.00	Paid	Y	13682
	IVANHOE VILLAGE FINANCIAL REVIEW CONSULT		RPETERSON					02/24/2025	
	630-000-27775.000	CONC 2022-006 WIRTZ			8,845.00				
112P279398									
0000021537	CIT TRUCKS LLC		02/06/2025		3.40	0.00	Paid	Y	
	CS E19 VALVE STEM SEAL		RPETERSON					02/24/2025	
	100-430-47535.000	CONTRACTUAL FIRE PARTS			3.40				
25-00031									
0000021538	VERATHON		02/05/2025		8,313.00	0.00	Paid	Y	25-00031
	GLIDESCOPES, CASES & SHIPPING - QUOTE #		RPETERSON					02/24/2025	
	100-325-47070.000	#0270-1107			8,000.00				
	100-325-47070.000	#0800-0684			192.00				
	100-325-47070.000	SHIPPING			121.00				
320833									
0000021539	TEKLAB, INC		02/05/2025		889.60	0.00	Paid	Y	
	LAB TEST		RPETERSON					02/24/2025	
	500-453-46410.000	CONSULTING SERVICES			889.60				
PS-INV044493									
0000021540	CUTLER WORKWEAR		02/06/2025		14.38	0.00	Paid	Y	
	NICK G GLOVES		RPETERSON					02/24/2025	
	500-452-47199.000	MISC PERSONAL SAFETY EQ			14.38				
142539									
0000021541	J.G. UNIFORMS, INC		02/04/2025		228.00	0.00	Paid	Y	14386
	Pants: 5.11 PDU Class B Cargo Pant - Off		RPETERSON					02/24/2025	
	100-305-47120.000	CLOTHING ALLOWANCE			228.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
393136									
0000021542	ADAMS STEEL SERVICE		01/28/2025		108.00	0.00	Paid	Y	
	MATERIALS FOR UNDERBODY WASH AT PW		RPETERSON					02/24/2025	
	100-420-47510.000	MT MTLS BLDGS & GROUNDS			108.00				
3417160									
0000021543	IMPACT NETWORKING LLC		01/30/2025		172.62	0.00	Paid	Y	
	COPIER OVERAGE		RPETERSON					02/24/2025	
	100-410-46613.000	MT COPIERS			172.62				
86020/6									
0000021544	ACE HARDWARE OF LIBERTYVILLE		01/06/2025		235.76	0.00	Paid	Y	
			VJANKOWSKI					02/24/2025	
	100-321-47030.000	JANITORIAL SUPPLIES			235.76				
INV00616305									
0000021550	USABLUEBOOK		02/06/2025		276.78	0.00	Paid	Y	
	SEAL WIRE FOR METERS		VJANKOWSKI					02/24/2025	
	500-463-47560.000	MT MTLS METERS			276.78				
INV00616258									
0000021551	USABLUEBOOK		02/06/2025		56.74	0.00	Paid	Y	
	LEAD SEALS FOR METERS		VJANKOWSKI					02/24/2025	
	500-463-47560.000	MT MTLS METERS			56.74				
INV00616305									
0000021553	AMAZON CAPITAL SERVICES, INC.		02/07/2025		47.99	0.00	Paid	Y	
	USB STATION FOR SURFACE PRO		VJANKOWSKI					02/24/2025	
	100-202-47502.000	MT MTLS COMPUTER EQUIP			47.99				
1T6P-J679-GJGR									
0000021554	AMAZON CAPITAL SERVICES, INC.		02/07/2025		30.96	0.00	Paid	Y	
	FTO TRAINING SUPPLIES		VJANKOWSKI					02/24/2025	
	100-305-47015.000	OFFICE SUPPLIES			23.97				
	100-301-46910.000	FREIGHT			6.99				
855528									
0000021556	YELLOWSTONE LANDSCAPE, INC.		02/02/2025		790.00	0.00	Paid	Y	14070
	SNOW AND ICE CONTROL SERVICES - ZONE 8 (		VJANKOWSKI					02/24/2025	
	100-441-46670.000	MT ALL STREETS			790.00				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
4485.464-18									
0000021562	GEWALT HAMILTON ASSOC INC		02/10/2025		13,735.33	0.00	Paid	Y 02/24/2025	23-11096
	ENGINEERING DESIGN		VJANKOWSKI						
	414-445-46412.000	ENGINEERING DESIGN			13,735.33				
1062-020525									
0000021563	MIDWEST SNOW SOLUTIONS		02/05/2025		1,085.00	0.00	Paid	Y 02/24/2025	14069
	SNOW AND ICE CONTROL SERVICES - ZONE 7.		VJANKOWSKI						
	100-441-46670.000	MT ALL STREETS			1,085.00				
9078720250102									
0000021564	MOTOROLA SOLUTIONS STARCOM21 NETWOR		02/01/2025		2,990.00	0.00	Paid	Y 02/24/2025	13680
	STARCOM21 User Agreement - PD		VJANKOWSKI						
	100-302-46422.000	LK CTY RADIO NETWORK			2,806.00				
	100-323-47351.000	RADIO SERVICING			184.00				
01566795									
0000021566	TRANS UNION LLC		01/31/2025		105.00	0.00	Paid	Y 02/24/2025	13609
	2024 - 2025 Financial Background Checks		VJANKOWSKI						
	100-304-46999.000	MISC OTHER SERVICES			52.50				
	100-105-46999.000	MISC OTHER SERVICES			52.50				
200563									
0000021567	LAKELAND ELEVATOR CORP		02/01/2025		444.00	0.00	Paid	Y 02/24/2025	13690
	Contract Renewal - Elevator Maintenance		VJANKOWSKI						
	100-301-46620.000	MT BUILDING & GROUNDS			444.00				
1062-020625									
0000021568	MIDWEST SNOW SOLUTIONS		02/06/2025		1,085.00	0.00	Paid	Y 02/24/2025	14069
	SNOW AND ICE CONTROL SERVICES - ZONE 7.		VJANKOWSKI						
	100-441-46670.000	MT ALL STREETS			1,085.00				
03012025									
0000021569	BESTCO UA		02/01/2025		12,111.74	0.00	Paid	Y 02/24/2025	13673
	MARCH 2025 RETIREE MEDICARE SUPP. INS.		VJANKOWSKI						
	100-000-26080.000	HEALTH INSURANCE PAYABLE			12,111.74				
14DP-CGGF-4FYC									
0000021570	AMAZON CAPITAL SERVICES, INC.		02/10/2025		118.24	0.00	Paid	Y 02/24/2025	
			VJANKOWSKI						
	500-461-47015.000	OFFICE SUPPLIES			118.24				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
1WVN-H4RL-6PNM								
0000021571	AMAZON CAPITAL SERVICES, INC.	02/10/2025		73.97	0.00	Paid	Y	
	SHOP TOWELS	VJANKOWSKI					02/24/2025	
	100-441-47070.000 TOOLS/SUPPLIES			73.97				
11Q7-7NC6-9X69								
0000021573	AMAZON CAPITAL SERVICES, INC.	02/10/2025		240.47	0.00	Paid	Y	
	IT EQUIPMENT	VJANKOWSKI					02/24/2025	
	100-202-46410.000 EQUIPMENT NEEDED FOR CYBER EVENT			240.47				
INV00618158								
0000021574	USABLUEBOOK	02/10/2025		85.11	0.00	Paid	Y	
	LEAD SEALS FOR METERS	VJANKOWSKI					02/24/2025	
	500-463-47560.000 MT MTLS METERS			85.11				
9078620250102								
0000021577	MOTOROLA SOLUTIONS STARCOM21 NETWOR	02/01/2025		1,996.00	0.00	Paid	Y	
	MONTHLY RADIO SERVICE	VJANKOWSKI					02/24/2025	
	100-323-47351.000 RADIO SERVICING			1,996.00				
PD-JAN 2025								
0000021581	LALUZERNE & SMITH, LTD.	01/31/2025		8,936.50	0.00	Paid	Y	13591
	Legal Services - May 2024 - April 2025	VJANKOWSKI					02/24/2025	
	100-240-46403.000 PROSECUTING ATTORNEY			8,936.50				
57427477								
0000021582	BMI	02/02/2025		446.00	0.00	Paid	Y	
	BMI MUSIC LICENSE	VJANKOWSKI					02/24/2025	
	100-103-46499.000 PROFESSIONAL SERVICES			446.00				
PD-AHO 021125								
0000021583	JOAN VASQUEZ	02/11/2025		150.00	0.00	Paid	Y	
	AHO SERVICES	VJANKOWSKI					02/24/2025	
	100-301-46499.000 PROFESSIONAL SERVICES			150.00				
02/12/2025								
0000021584	WITHROW, SOCORRO	02/12/2025		15.65	0.00	Paid	Y	
	UB refund for account: 001-0000367-002	DFERRER					02/24/2025	
	500-000-25000.000 ACCOUNTS PAYABLE			15.65				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
278162W								
0000021586	MID AMERICAN WATER OF WAUCONDA	01/29/2025		1,173.00	0.00	Paid	Y	
	STOCK	VJANKOWSKI					02/24/2025	
	500-462-47563.000 MT MTLS WATERMAINS			1,173.00				
5355906371								
0000021593	NORTH SHORE GAS	02/06/2025		2,241.12	0.00	Paid	Y	
	300 PLAZA CR JAN 25 GAS CHARGES	VJANKOWSKI					02/24/2025	
	500-453-47430.000 HEATING FUELS			2,241.12				
5358381436								
0000021594	NORTH SHORE GAS	02/07/2025		715.34	0.00	Paid	Y	
	301 N ARCHER JAN 25 GAS CHARGES	VJANKOWSKI					02/24/2025	
	294-294-47430.000 HEATING FUELS			715.34				
18960060137-012								
0000021595	NICOR GAS COMPANY	02/03/2025		55.67	0.00	Paid	Y	
	3716 CANTON CIR LIFT STATION JAN 25 GAS	VJANKOWSKI					02/24/2025	
	500-452-47430.000 HEATING FUELS			55.67				
40127416028-012								
0000021596	NICOR GAS COMPANY	01/31/2025		55.97	0.00	Paid	Y	
	2810 W RT60 JAN 25 GAS CHARGES	VJANKOWSKI					02/24/2025	
	500-452-47430.000 HEATING FUELS			55.97				
70391475285-012								
0000021597	NICOR GAS COMPANY	02/03/2025		56.32	0.00	Paid	Y	
	3585 GRAND DOM CIR LIFT STATION JAN 25 G	VJANKOWSKI					02/24/2025	
	500-452-47430.000 HEATING FUELS			56.32				
184150								
0000021598	HR GREEN COMPANY	02/05/2025		11,755.50	0.00	Paid	Y	14075
	2024 DRAINAGE STUDY FOR WELLINGTON AVENU	VJANKOWSKI					02/24/2025	
	280-446-46412.000 ENGINEERING DESIGN			11,755.50				
184162								
0000021599	HR GREEN COMPANY	02/05/2025		11,653.75	0.00	Paid	Y	14009
	UPDATE THE VILLAGE WATER MODEL AND PREPA	VJANKOWSKI					02/24/2025	
	500-461-46410.000 CONSULTING SERVICES			11,653.75				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
1PC6-491D-6JN3									
0000021622	AMAZON CAPITAL SERVICES, INC.		02/11/2025		98.00	0.00	Paid	Y	
	DOCK FOR SURFACE PRO'S		VJANKOWSKI					02/24/2025	
	100-202-47502.000	MT MTLS COMPUTER EQUIP			98.00				
67719									
0000021634	MUNICIPAL COLL OF AMERICA INC		01/31/2025		188.13	0.00	Paid	Y	
	COLLECTIONS JAN 2025 - WATER AND POLICE		VJANKOWSKI					02/24/2025	
	500-000-33210.000	VILLAGE WATER CHARGES			0.63				
	100-000-32710.000	BLDG\POLICE COURT FINES			187.50				
25-7199									
0000021635	METRO PARAMEDIC SERVICES		02/06/2025		42,436.50	0.00	Paid	Y	13659
	YEAR 3 OF 3 YEAR CONTRACT FOR 4 FIREFIGH		VJANKOWSKI					02/24/2025	
	100-323-46417.000	CONTRACTUAL FF/PARAMEDICS			42,436.50				
BALLA-CERT-0120									
0000021636	TONYA BALLA		02/11/2025		80.40	0.00	Paid	Y	
			VJANKOWSKI					02/24/2025	
	100-325-46371.000	TRAINING SUPPLIES			80.40				

# of Invoices:	258	# Due: 0	Totals:	944,828.07	0.00
# of Credit Memos:	2	# Due: 0	Totals:	(125.39)	0.00
Net of Invoices and Credit Memos:				944,702.68	0.00

--- TOTALS BY GL BANK ---

POOL	944,702.68

--- TOTALS BY GL DISTRIBUTIONS ---

100-000-25100.000	8,173.44
100-000-26080.000	12,111.74
100-000-32710.000	187.50
100-103-46499.000	446.00
100-105-46999.000	202.37
100-105-47015.000	105.01
100-202-46410.000	240.47
100-202-47012.000	5,469.54
100-202-47310.000	10,539.43
100-202-47399.000	29.97
100-202-47502.000	215.15
100-205-46904.000	733.00

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted	PO Number Post Date
	100-231-46402.000			33,500.00				
	100-231-47015.000			141.00				
	100-240-46403.000			8,936.50				
	100-260-48410.000			87,275.00				
	100-301-46441.000			1,538.20				
	100-301-46499.000			1,900.00				
	100-301-46620.000			444.00				
	100-301-46901.000			5,965.37				
	100-301-46910.000			41.99				
	100-301-47015.000			261.14				
	100-301-47020.000			16.54				
	100-301-47510.000			15.58				
	100-301-47520.000			151.00				
	100-302-46422.000			2,806.00				
	100-303-46372.000			270.00				
	100-304-46999.000			202.36				
	100-305-46340.000			5,691.55				
	100-305-47011.000			31,017.61				
	100-305-47015.000			42.46				
	100-305-47120.000			9,551.96				
	100-305-47122.000			19,856.36				
	100-305-47530.000			156.75				
	100-306-47015.000			32.45				
	100-321-46415.000			175.86				
	100-321-46620.000			130.50				
	100-321-47030.000			728.82				
	100-321-47070.000			113.16				
	100-321-47120.000			896.85				
	100-323-46340.000			135.00				
	100-323-46417.000			42,436.50				
	100-323-46612.000			245.41				
	100-323-47070.000			115.50				
	100-323-47351.000			2,180.00				
	100-323-47530.000			3,581.21				
	100-324-47040.000			131.37				
	100-325-46371.000			80.40				
	100-325-47070.000			8,313.00				
	100-410-46415.000			460.00				
	100-410-46613.000			172.62				
	100-420-46620.000			10,095.83				
	100-420-47012.000			22.86				
	100-420-47510.000			135.18				
	100-420-47549.000			567.67				
	100-430-46699.000			778.98				
	100-430-47010.000			975.00				
	100-430-47070.000			1,566.72				
	100-430-47440.000			25.15				
	100-430-47522.000			10.50				
	100-430-47523.000			475.90				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
	100-430-47524.000			840.01				
	100-430-47525.000			2,932.57				
	100-430-47526.000			1,655.16				
	100-430-47528.000			117.24				
	100-430-47535.000			2,227.16				
	100-440-46410.000			2,404.00				
	100-441-46670.000			8,631.00				
	100-441-46671.000			385.66				
	100-441-47070.000			89.26				
	100-441-47541.000			5,515.50				
	100-441-47547.000			546.00				
	280-446-46412.000			11,755.50				
	294-294-47430.000			715.34				
	341-265-49901.000			513,616.00				
	414-445-46412.000			13,735.33				
	414-445-48799.000			3,177.50				
	500-000-25000.000			151.15				
	500-000-33210.000			0.63				
	500-451-46410.000			4,809.00				
	500-452-46340.000			87.00				
	500-452-47015.000			67.56				
	500-452-47199.000			14.38				
	500-452-47430.000			167.96				
	500-452-47525.000			369.69				
	500-452-47571.000			1,219.60				
	500-453-46410.000			889.60				
	500-453-46645.000			2,558.57				
	500-453-47070.000			185.76				
	500-453-47430.000			2,241.12				
	500-453-47530.000			746.78				
	500-461-46410.000			16,462.99				
	500-461-46415.000			2,000.00				
	500-461-47015.000			118.24				
	500-462-46340.000			522.00				
	500-462-46692.000			1,605.00				
	500-462-47528.000			174.80				
	500-462-47563.000			1,849.02				
	500-462-47599.000			1,002.50				
	500-463-47560.000			4,260.17				
	630-000-27770.000			1,227.00				
	630-000-27775.000			10,582.00				
	630-000-27776.000			153.00				
	630-000-27778.000			76.50				

--- TOTALS BY FUND ---

100 CORPORATE	348,160.99	0.00
280 STORMWATER MANAGEMENT	11,755.50	0.00
294 ARCHER BUSINESS CTR	715.34	0.00

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date	PO Number
	341 TIF DOWNTOWN 3			513,616.00	0.00			
	414 ARPA/GRANTS			16,912.83	0.00			
	500 WATERWORKS & SEWERAGE			41,503.52	0.00			
	630 ESCROW DEPOSITS			12,038.50	0.00			
--- TOTALS BY DEPT/ACTIVITY ---								
	000 NON DEPARTMENTAL			32,662.96	0.00			
	103 FOURTH OF JULY COMMISSION			446.00	0.00			
	105 POLICE/FIRE COMMISSION			307.38	0.00			
	202 ADMIN SERVICES			16,494.56	0.00			
	205 HUMAN RESOURCE			733.00	0.00			
	231 FINANCE - ADMINISTRATION			33,641.00	0.00			
	240 LEGAL			8,936.50	0.00			
	260 CAPITAL PROJECTS			87,275.00	0.00			
	265 DOWNTOWN TIF 3			513,616.00	0.00			
	294 FIRE (RDB)			715.34	0.00			
	301 POLICE - ADMINISTRATION			10,333.82	0.00			
	302 POLICE - COMMUNICATIONS			2,806.00	0.00			
	303 POLICE - COMMUNITY SERV.			270.00	0.00			
	304 POLICE - INVESTIGATIONS			202.36	0.00			
	305 POLICE - PATROL			66,316.69	0.00			
	306 POLICE - RECORDS			32.45	0.00			
	321 FIRE - ADMINISTRATION			2,045.19	0.00			
	323 FIRE - FIRE OPERATIONS			48,693.62	0.00			
	324 FIRE - RESQUE OPERATIONS			131.37	0.00			
	325 FIRE - EMERGENCY DISASTER			8,393.40	0.00			
	410 PUBLIC WORKS ADMIN			632.62	0.00			
	420 FACILITY MAINTENANCE			10,821.54	0.00			
	430 VEHICLE MAINTENANCE			11,604.39	0.00			
	440 STREET - ADMINISTRATION			2,404.00	0.00			
	441 STREET - MAINTENANCE			15,167.42	0.00			
	445 ARPA SPENDING			16,912.83	0.00			
	446 STREET (SWM)			11,755.50	0.00			
	451 SEWER - ADMINISTRATION			4,809.00	0.00			
	452 SEWER - UPTOWN			1,926.19	0.00			
	453 SEWER -TREATMENT PLANTS			6,621.83	0.00			
	461 WATER - ADMINISTRATION			18,581.23	0.00			
	462 WATER - MAINTENANCE			5,153.32	0.00			
	463 WATER - METER READING			4,260.17	0.00			

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Vanna Jankowski, Finance Clerk
Linda Miller, Finance Director

For: Village Board Meeting of February 24, 2025

Subject: Governing Body - AT&T

Financial Impact:
$3,914.37 - 100-202-47310.000 - Ameritech Charges
$646.21 - 100-325-47310.000 - Ameritech Charges

Attachments:
1. GOVERNING BODY-AT&T

Background:
The Village's Bill Approval policy requires bill approval at each board meeting. Board approval is respectfully requested. The attachment was pulled from the Governing Body Report, so the item or items could be voted upon separately.

Recommendation:
Motion to approve the payment of bills, as indicated on the report dated 02/24/2025.

DATE	VENDOR	AMOUNT
02/24/2025	AT&T	$4,162.66
02/24/2025	AT&T LONG DISTANCE	$397.92

VILLAGE OF
Mundelein
Finance Department

GOVERNING BODY

DISBURSEMENTS REPORT – AT&T

FEBRUARY 24, 2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 02/24/2025 - 02/24/2025
POSTED AND UNPOSTED PAID
VENDOR CODES: 768, 6631, 7652

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
8475663490-01								
0000021350	AT & T	01/22/2025		372.54	0.00	Paid	Y 02/24/2025	13937
	PO for remaining FYE for ATT Account 847	VJANKOWSKI						
	100-202-47310.000	AMERITECH CHARGES		372.54				
8479493294-01								
0000021351	AT & T	01/22/2025		3,143.91	0.00	Paid	Y 02/24/2025	13936
	Monthly PO for remaining FYE. ATT Accou	VJANKOWSKI						
	100-202-47310.000	AMERITECH CHARGES		3,143.91				
8479709606-02								
0000021585	AT&T	02/01/2025		646.21	0.00	Paid	Y 02/24/2025	
	FIRE PHONE CHARGES JAN 25	VJANKOWSKI						
	100-325-47310.000	AMERITECH CHARGES		646.21				
822347657-1-012								
0000021637	AT & T LONG DISTANCE	01/22/2025		397.92	0.00	Paid	Y 02/24/2025	
	LONG DISTANCE PHONE CHARGES	VJANKOWSKI						
	100-202-47310.000	LONG DISTANCE CHARGES		397.92				

# of Invoices: 4	# Due: 0	Totals:	4,560.58	0.00
# of Credit Memos: 0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:			4,560.58	0.00

--- TOTALS BY GL BANK ---

POOL	4,560.58	

--- TOTALS BY GL DISTRIBUTIONS ---

100-202-47310.000	3,914.37	
100-325-47310.000	646.21	

--- TOTALS BY FUND ---

100 CORPORATE	4,560.58	0.00

--- TOTALS BY DEPT/ACTIVITY ---

202 ADMIN SERVICES	3,914.37	0.00
325 FIRE - EMERGENCY DISASTER	646.21	0.00

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Jennifer Marshall, Executive Assistant

For: Village Board Meeting of February 24, 2025

Subject: Executive Session Meeting Minute Approval - January 13, 2025

Financial Impact:
N/A

Attachments:
None

Background:
The January 13, 2025 Executive Session Minutes were reviewed at the February 10, 2025 Executive Session Meeting.

Recommendation:
Motion to approve the Executive Session Meeting Minutes for January 13, 2025.

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Dan Friberg, Vehicle Maintenance Supervisor
Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of February 24, 2025

Subject: Al Warren Oil Company Purchase Order

Financial Impact:
$47,170.18 - 500-452-47440 - Gasoline

Attachments:
None

Background:
The Village's purchase order policy requires the Village Board's approval prior to issuing a purchase order or acquiring products or services over $20,000. Board approval is respectfully requested.

Recommendation:
Motion to approve purchase order number 25-00030 in the amount of $47,170.18 to Al Warren Oil Company, Inc. for bulk gasoline and diesel.

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Terilyn Moore, Office Clerk
Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of February 24, 2025

Subject: Large Meter Purchase for Springs of Mundelein

Financial Impact:
$21,106.98 - 500-463-47560 - Maintenance Materials Meters

Attachments:
None

Background:
The Village's purchase order policy requires the Village Board's approval prior to issuing a purchase order or acquiring products or services over $20,000. Board approval is respectfully requested.

Recommendation:
Motion to approve purchase order number 25-00023 in the amount of $21,106.98 to Midwest Meter for Fiscal Year 2025 Progress Billing.

VILLAGE OF Mundelein
Incorporated in 1909

To: Mayor and Board of Trustees

From: Pier Black, Administrative Assistant
George Sellas, Building Director

For: Village Board Meeting of February 24, 2025

Subject: T.P.I. Purchase Order

Financial Impact:
$26,976.38 - 630-000-2770 - Concept # 2022-001 Flaherty & Collins

Attachments:
None

Background:
The Village's purchase order policy requires the Village Board's approval prior to issuing a purchase order or acquiring products or services over $20,000. Board approval is respectfully requested.

Recommendation:
Motion to approve purchase order number 25-00045 in the amount of $26,976.38 to T.P.I. for plan review fees for Flaherty & Collins.