

AGENDA
VILLAGE BOARD MEETING NO. 3318
March 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 March 10, 2025.

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

VII. PUBLIC HEARINGS

- A. Public Hearing - Annexation of 28884 and 28936 North IL Route 83

Motion to open Public Hearing for annexation for the property located at 28884 and 28936 North IL Route 83.

1. Close Public Hearing

Motion to close the Public Hearing for 28884 and 28936 North IL Route 83.

VIII. MAYOR'S REPORT

- A. **MEETING CALL:** Monday, March 31, 2025 at 6:00 PM, Finance Committee Meeting IF NEEDED, Village Hall Board Room, 300 Plaza Circle.

- B. Proclamation - Child Abuse Awareness Month

IX. TRUSTEE REPORTS

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

1. 28884 and 28936 North IL Route 83 - Petition and Annexation of Property

Motion to authorize staff to draft an ordinance approving the petition for annexation and annexing the property commonly known as 28884 and 28936 North IL Route 83.

2. 28884 and 28936 North IL Route 83 - Map Amendment, Design, and Parking Variance

Motion to authorize staff to draft an ordinance for a map amendment and certain variations to the Zoning Ordinance for the properties at 28884 and 28936 North IL Route 83.

3. 28884 and 28936 North IL Route 83 - Annexation Agreement

Motion to authorize staff to draft an ordinance approving and authorizing execution of an Annexation Agreement for property located at 28884 and 28936 North IL Route 83.

4. 2025 Zoning Map

Motion to pass an Ordinance Granting Approval of the Official Zoning Map for the Village of Mundelein, Illinois.

5. PZC-21-2024 - 540 & 555 North Seymour Avenue - Disposition of Property

Motion to authorize the Village Administrator to finalize the disposition of a certain portion of the property at 555 North Seymour Avenue to the Applicant.

6. PZC-21-2024 - 540 & 555 North Seymour Avenue - Townhouse Variations

Motion to authorize staff to draft an ordinance granting a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance for the property located at 540 North Seymour Avenue, subject to the conditions recommended by the Planning and Zoning Commission and outlined in this report.

7. Morris Station TIF Certification of Costs and Reimbursement Resolution

Motion to adopt a Resolution Approving Reimbursement Request Number 1 and 2 By Morris Station LLC for Redevelopment Project (Morris Station).

8. Morris Station TIF Note and TIF Note Ordinance for TIF II

Motion to pass an Ordinance Providing for Issuance of Tax Increment Allocation Revenue Note (Morris Station LLC - TIF II Note) (538 Morris Avenue and 131, 133, and 135 East Maple Avenue).

9. Morris Station TIF Note and TIF Note Ordinance for TIF III

Motion to pass an Ordinance Providing for Issuance of Tax Increment Allocation Revenue Note (Morris Station LLC - TIF III Note)(101 East Maple Avenue).

10. Belle Tire - 2025 South Lake Street - Preliminary and Final Plats of Subdivision

Motion to adopt a Resolution approving Preliminary and Final Plats of Subdivision for

the Belle Tire Mundelein Consolidation located at 2025 South Lake Street, Mundelein, Illinois

11. Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Amended and Restated Redevelopment Agreement

Motion to pass an Ordinance Approving and Authorizing Execution of an Amended and Restated Redevelopment Agreement between the Village of Mundelein and F & C Development, Inc. (Flaherty & Collins Development).

12. Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Transferee Assumption Agreement

Motion to adopt a Resolution Approving and Authorizing Execution of a Transferee Assumption Agreement with F & C Development, Inc. and Mundelein FC LLC (Flaherty & Collins Development).

13. Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Preliminary & Final Plat of Subdivision

Motion to adopt a Resolution Approving a Preliminary and Final Plat of Subdivision for the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision, Approving a Final Site Plan and Final Engineering, and Approving and Authorizing the Execution of a Pedestrian Bridge Easement Agreement (Flaherty & Collins Development).

14. Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Parking License Agreement

Motion to adopt a Resolution Approving and Authorizing Execution of a Parking License Agreement (Flaherty & Collins Development).

15. Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - TIF Note Ordinance

Motion to pass an Ordinance Providing for Issuance of Tax Increment Allocation Revenue Notes (Mundelein FC LLC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision).

16. Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Operating Agreement for Mundelein FC Owners, LLC

Motion to pass an Ordinance Approving and Authorizing the Execution of the Operating Agreement of Mundelein FC Owners, LLC (Flaherty & Collins Development).

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

C. Finance Committee (Schwenk, Juarez, Ross)

1. Governing Body-AT&T

Motion to approve the payment of bills, as indicated on the report dated 03/24/2025.

DATE

VENDOR

AMOUNT

03/24/2025

AT&T

\$2,902.04

2. Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between March 11, 2025 and ending March 24, 2025 in the amount of \$1,453,177.45.

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 - March 10, 2025

Motion to approve the Executive Session Meeting Minutes from March 10, 2025.

2. NICASA - Deflection Grant

Motion to approve purchase order number 25-00086 in the amount of \$41,049.00 to NICASA for Deflection Grant 09/16/2024 - 12/22/2024.

3. BS&A Software Implementation

Motion to approve purchase order number 25-00091 in the amount of \$66,890.00 to BS&A for software implementation.

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 3317th Regular Meeting of the Board of Trustees of the Village of Mundelein was held on March 10, 2025 at 300 Plaza Circle, Mundelein. Mayor Lentz called the meeting to order at 7:00 PM.

ATTENDANCE

Clerk Walsh took the roll call. It indicated as follows:

Board Attendance

PRESENT: Trustees Juarez, Lambert, Meier, Ross, Schwenk, Wilson, Mayor Lentz

ABSENT: None

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

Motion to approve the Board of Trustees Regular meeting minutes from the February 24, 2025 Meeting.

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

PUBLIC COMMENTARY

A positive comment was made regarding the sidewalks being repaired, which was appreciated.

18 residents from Mundelein and other communities spoke during the public commentary

portion of the Board Meeting. All were present because of Wirtz development. All were there with the misunderstanding that impact fees were to be discussed, which was not the case (not on the agenda).

Trustee Lambert stated the scope of the project in regard to the housing that will be built (low-income, 55+, ranch homes, townhouses, not McMansions) because she felt these details were lost with all the discussion over the months, Mayor Lentz reiterated the Village's role with this project. Trustee Schwenk made clear that a letter that was sent to residents about the impact fees did not come from the Village, it came from Dist. 79, which was clearly noted on said letter.

PRESENTATIONS / AWARDS

There were no presentations or awards.

PUBLIC HEARINGS

There were no public hearings.

MAYOR'S REPORT

MEETING CALL: Monday, March 24, 2025 at 6:00 PM, Finance Committee Meeting, Village Hall Board Room, 300 Plaza Circle.

TRUSTEE REPORTS

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

Village Gateway Sign on Park Street

Motion to authorize the Village Administrator to finalize the design in alignment with the Park Street Enhancements grant budget and prepare the necessary documentation to initiate the bidding process for the fabrication and installation of the gateway feature on Park Street.

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

Trustee Scwenk asked if the monies allocated by Congress have been received yet.

Community Development Director Orenchuk replied that this is a reimbursable grant, which the Village will have to wait for. A grant for a parking lot still has not been reimbursed to the Village, however, so how this works out still has to be seen.

Preliminary and Final Plat of Subdivision, A Resubdivision of Lot 7 Mundelein Crossings First Resubdivison, 2910 West IL Route 60

Motion to adopt a Resolution approving the Preliminary and Final Plat of Subdivision, a Resubdivision of Lot 7 Mundelein Crossing First Resubdivision at 2910 West IL Route 60.

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

Public Works Committee (Ross, Meier, Lambert)

Allanson Road Water Main Improvement Project - Change Order #2

Motion to approve purchase order number 25-00055 for A Lamp Concrete in the amount of \$46,388.00 for change order #2 to the Allanson Road Water Main Improvement Project.

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

Contract Extension - Fireworks Displays

Motion to adopt a Resolution waiving bids and authorizing the Director of Public Works & Engineering to sign the Fireworks Displays contract extension between the Village of Mundelein and Mad Bomber Fireworks Productions, La Porte, IN.

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

Water Resource Recovery Facility Software Replacement

Motion to approve the purchase Order #25-00080 for the amount of \$34,716.00 to CUES, INC. Orlando FL, for the software and server implementation per the attached quote.

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

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 February 25, 2025 and ending March 10, 2025 in the amount of \$954,186.26.

RESULT:	Passed [Yes 0, No 0, Abstained 0]
MOVER:	Trustee Schwenk
SECONDER:	Trustee Lambert
AYES:	None
NAYS:	None
ABSTAIN:	None

Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 03/10/2025.

DATE	VENDOR	AMOUNT
03/10/2025	AT&T	\$1,762.91
03/10/2025	AT&T MOBILITY	\$14,036.08

RESULT:	Passed [Yes 5, No 0, Abstained 1]
MOVER:	Trustee Schwenk
SECONDER:	Trustee Wilson
AYES:	Trustee Juarez, Trustee Lambert, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	Trustee Robin Meier

Microsoft 365 Annual Agreement

Motion to approve purchase order number 25-00072 in the amount of \$75,540.38 to Dell Marketing LP, for year three of three for the Microsoft 365 agreement.

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

Public Safety Committee (Lambert, Wilson, Juarez)

Police Chief Seeley stated that 2 police academies will be starting in April--the Community Academy and Latino Academy.

Fire Chief Lark said the hybrid new member CERT class concluded this past Saturday with 17 members successfully completing the hands-on exercises. This was the first time the class contained 50 percent English speakers and 50 percent Spanish speakers and it went quite well.

Building Committee (Juarez, Ross, Wilson)

None

Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

None

Other Reports

None

SCHEDULED BUSINESS**Omnibus Vote Items**

None

VILLAGE STAFF REPORTS**Village Administrator**

None

Village Attorney

None

Village Clerk

None

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 Lambert
SECONDER:	Trustee Meier
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson
NAYS:	None
ABSTAIN:	None

Board Meeting adjourned at 8:34 PM.

Motion to reconvene Village Board Meeting

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

Board meeting reconvened at 8:54 PM.

Attendance

Clerk Walsh 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: None

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe,

ABSENT: None

Action from Executive Session

None

OTHER BUSINESS

None

ADJOURNMENT**Motion to Adjourn the Regular Board Meeting**

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

Regular Board Meeting adjourned at 8:54 PM.

Village Clerk

To: Mayor and Board of Trustees

From: Isabel Guadarrama, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Public Hearing - Annexation of 28884 and 28936 North IL Route 83

Financial Impact:

Attachments:

1. Annexation Petition
2. Annexation Agreement
3. Legal Description
4. Plat of Annexation
5. PZC Minutes - 02-19-2025
6. PZC Minutes 3-5-2025
7. Findings of Fact - Map Amendment
8. Findings of Fact - Design
9. Findings of Fact - Parking
10. Petitioners PZC Packet
11. Revisions to Petitioners PZC Packet

Background:

The subject property is currently within the jurisdiction of Lake County and has an Agricultural Zoning Designation. The Village was contacted by the property owner, Mark Muno, and contract purchaser, Jerry Fox, requesting that the property at 28884 and 28936 North IL Route 83 be annexed into the Village of Mundelein to build a 42,000 square foot baseball and pickleball facility on the property. Jerry Fox is planning to relocate its baseball facility to the subject property. In support of the development, the Community Development Department received several zoning applications from both parties, including an Annexation request, Map Amendment, Preliminary and Final Plat of Subdivision, and two Variance applications, all aimed at establishing a baseball and pickleball facility at the new site.

The first public hearing took place at the Planning and Zoning Commission meeting on February 19,

2025. During the meeting, the Commission encouraged the petitioner to reconsider the building's design, recommending revisions to make the structure more aesthetically pleasing and reduce the industrial look. The Commission emphasized the importance of enhancing the area's architecture, given its location in the town's Growth Area. Suggestions included incorporating more windows, reducing the appearance of metal, and adding more prominent entrances. In addition to design concerns, the Commissioners also raised issues about the adequacy of the proposed parking, based on information presented by the manager of the Dink pickleball operation and PZC Chairman Mr. Roswick, during the hearing.

The Commission resumed the public hearing on March 5, 2025. Based on the feedback received, the proposed variances were revised, resulting in a reduction of the required relief. The updated plans and revised requests are detailed in the variance sections below.

Map Amendment Request

Upon annexation into the Village, properties are automatically assigned the R-1, Single Family Residential zoning district. However, given the proposed use of the site and the future land use outlined in the Village's Comprehensive Plan, the Village Staff and the Petitioner agree that the most appropriate zoning designation for the property is C-4, Shopping Center District. This zoning aligns with the adjacent C-4 district, thereby minimizing the risk of "spot zoning," which the Village actively discourages. This zoning designation supports a more cohesive and well-planned development for the area. Furthermore, an indoor entertainment facility, such as the proposed baseball and pickleball operations, is allowed within the C-4 district.

Plat of Subdivision Requested

The property currently consists of two separate lots, and the Petitioner is requesting to combine them into a single parcel. The submitted Plat of Subdivision outlines the proposed property boundaries, along with easements for utilities and stormwater management. However, the Petitioner has decided to place a hold on this item until building permits are issued and engineers confirm that the easements and stormwater management do not require any modifications. The item will be continued to a future meeting date.

Design Variance Request

Section 20.32.040 of the Zoning Ordinance establishes design standards for the C-4 Shopping Center District. Notably, this section prohibits the use of metal wall panels, requires rooflines to be articulated with breaks in the façade, and mandates that façades visible from public rights-of-way incorporate design elements to reduce the perceived scale of the building. Additionally, blank walls are only permissible on rear and side elevations.

The proposed building incorporates metal panels on the walls and a unified roofline. However, the front façade is enhanced with a combination of materials, including stucco, simulated wood, and textured CMU blocks. To soften the building's scale, the façade also features windows, sleek modern canopies, and light fixtures. These elements work together to create a more approachable and visually dynamic design.

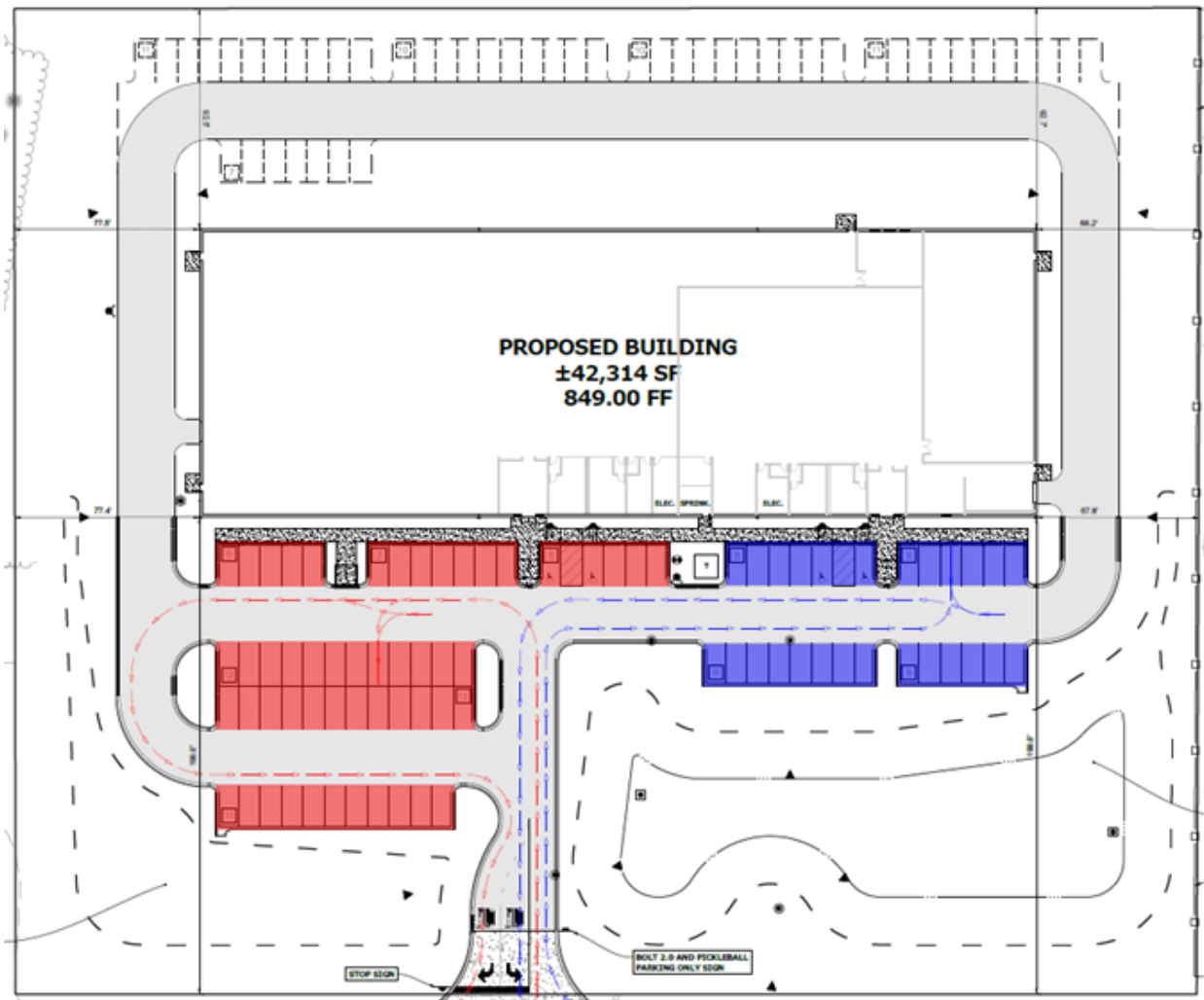


Parking Variance Request

Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance mandates that indoor amusement facilities provide three parking spaces for every 1,000 square feet of public use area. For the 42,314-square-foot facility, 127 parking spaces are required. The proposed facility includes 78 parking stalls, four designated as handicapped spaces. Additionally, the Petitioner allocated space for an extra 49 parking stalls to accommodate future needs in landbanked parking. However, upon installation of landbanked parking spaces, the development will meet the required parking standards.

Planning & Zoning Commission

The Planning & Zoning Commission held a public hearing on April 19, 2025, followed by a continuation on March 5, 2025, to review requests for a map amendment to rezone the property from R-1, Single Family Residential District, to C-4, Shopping Center District, upon annexation. The Commission also considered petitions for design and parking variances. At the conclusion of the hearings, the Commission voted 6-0 in favor of recommending approval for the map amendment and the requested variances.



Annexation Agreement

The summary of the Annexation Agreement below is intended to provide the Village Board with a general overview of the most significant elements. It is not intended to be all-inclusive. If more details are needed, the Board is encouraged to reference the Annexation Agreement.

Section	Description
Recitals	FRAN 61, LLC holds title to the property. FRAN 61, LLC has entered a purchase agreement to sell the Property to JFOX Enterprises. It is the desire of the Owner and Contract Purchaser to annex the property to the Village.
Annexation	The Owner and Contract Purchaser has filed with the Village a petition for annexation.
Zoning	Upon annexation, the Village shall adopt an ordinance classifying the property as C-4 Shopping Center Zoning District. Property is to be developed as depicted on the development plans.
Impact Fees, Funds, Contributions, and Other Fees	In lieu of a tree survey and tree removal calculation, the Owner agrees to pay into the Village's tree fund.

Owner shall pay all impact fees within 30 days of the effective date of the annexation agreement.

1. Annexation Fee: \$19,317
2. Capital Development: \$13,324.50
3. Transportation: \$20,609.50
4. Stormwater: \$11,867.50
5. Water Expansion: \$31,196
6. Sewer Expansion: \$21,465

The impact fees shall be paid in addition to all other fees payable hereunder and all other fees such as: building permit fees, occupancy permit fees, sewer and water connection fees, building plan review and inspection fees, engineering plan review and inspection fees, and other consultant's fees.

The Owner shall pay the Village the amount of \$1,336.38 which represents the amount due from the Village to the Countryside Fire Protection District for fire protection property taxes on the property as provided in Public Act 91-0307. Owner shall continue to make payments towards the 2005 Bonds Service to the Countryside Fire Protection District.

Owner shall pay \$43,560 towards the cost of the Illinois Route 83 sidewalk extension.

No School, park or library donations shall be required to be paid by the Owner unless the Property is re-zoned for some form of residential use.

Owner agrees to reimburse the Village for all engineering and other consultant fees.

The Owner and its successors and assigns shall be obligated to pay all water connection fees.

Owner shall not be required by the Village to pay any fees or to donate any land or money to make any other contributions to the Village.

General Provisions

Time is of the essence and both parties agree to cooperate with one another on an ongoing basis to execute the terms of this Agreement.

If there is a conflict with Village Ordinances, this Agreement shall supersede said inconsistent ordinances or resolutions.

The term of this agreement is for twenty years.

The Owner shall not assign its rights under this agreement without first obtaining approval from the Village Board.

Recommendation:

Motion to open Public Hearing for annexation for the property located at 28884 and 28936 North IL Route 83.

PETITION FOR ANNEXATION

TO: The Mayor and Board of Trustees of the Village of Mundelein, Illinois

The undersigned Petitioner represents as follows:

1. The names and addresses of all of the owners of record of real estate covered by this Petition are as follows:

<u>Name</u>	<u>Address</u>
FRAN 61 LLC	28884-28936
	N. IL R.T. 83

2. The names and addresses of all electors residing on said real estate are as follows:

<u>Name</u>	<u>Address</u>

at least 51% of whom have signed this Petition.

3. The real estate proposed to be annexed hereunder is legally described and set forth on **Exhibit A**, which is attached hereto and made a part hereof.
4. A Plat of Annexation which contains an accurate map of the real estate proposed to be annexed hereunder is shown and set forth on **Exhibit B**, which is attached hereto and made a part hereof.
5. Said real estate is not within the boundaries of any municipality and is contiguous to the Village of Mundelein.

PETITION FOR ANNEXATION

TO: The Mayor and Board of Trustees of the Village of Mundelein, Illinois

The undersigned Petitioner represents as follows:

1. The names and addresses of all of the owners of record of real estate covered by this Petition are as follows:

<u>Name</u>	<u>Address</u>
JFox Enterprises	207 Peregrine Ln, Hawthorn Woods, IL 60047

2. The names and addresses of all electors residing on said real estate are as follows:

<u>Name</u>	<u>Address</u>
Jerry Fox	207 Peregrine Ln, Hawthorn Woods, IL 60047

at least 51% of whom have signed this Petition.

3. The real estate proposed to be annexed hereunder is legally described and set forth on **Exhibit A**, which is attached hereto and made a part hereof.
4. A Plat of Annexation which contains an accurate map of the real estate proposed to be annexed hereunder is shown and set forth on **Exhibit B**, which is attached hereto and made a part hereof.
5. Said real estate is not within the boundaries of any municipality and is contiguous to the Village of Mundelein.

WHEREFORE, the Petitioner prays that the Mayor and Board of Trustees of the Village of Mundelein adopt an ordinance annexing said real estate to the Village of Mundelein, conditioned upon the parties entering into a mutually acceptable annexation agreement with respect to the subject property.

Dated: 1-22-25

OWNERS OF RECORD:

FRAN 61 L.L.C.

Mark Munoz

MARIA MUNO

ELECTORS:

STATE OF ILLINOIS)

) SS:

COUNTY OF LAKE)

AFFIDAVIT

The undersigned, being first duly sworn on oath, deposes and says that the representations contained in the above Petition for Annexation are true to the best of his knowledge, information and belief.


Applicants Signature

Applicants Signature

Subscribed and Sworn to before me
this 19 day of December, 2024.


Notary Public Signature



ANNEXATION AGREEMENT
(BOLT – ROUTE 83)

I. INTRODUCTION AND EXHIBIT LIST

THIS ANNEXATION AGREEMENT (the "Annexation Agreement") is made and entered into at Mundelein, Illinois, as of the Effective Date (as hereinafter defined), by and between the VILLAGE OF MUNDELEIN, an Illinois municipal corporation and home rule unit of local government (the "VILLAGE"), FRAN 61, LLC (hereinafter referred to as the "OWNER"), and JFox Enterprises (hereinafter referred to as the "CONTRACT PURCHASER"); (the VILLAGE, the OWNER, and the CONTRACT PURCHASER are hereinafter sometimes collectively referred to as the "PARTIES").

II. RECITALS

WITNESSETH:

WHEREAS, the OWNER is the owner of record of certain real estate which is not within, but is contiguous to, the corporate limits of the VILLAGE and is commonly known as 28884 and 28936 North Illinois Route 83, Lake County, Illinois and legally described on **EXHIBIT A** attached hereto and made a part thereof, comprising approximately 4.7025 acres (hereinafter referred to as "Property"); and

WHEREAS, the OWNER is in a purchase agreement to sell the Property to the CONTRACT PURCHASER; and

WHEREAS, at the time of purchase, the CONTRACT PURCHASER intends to develop and use the property as an indoor amusement facility ("Proposed Use"), as depicted in the Landscape Overview, and Vehicle Movement and Signage Exhibit by Pinnacle Engineering Group, LLC, dated February 25, 2025, and the Facility Floor, Roof Plan, and Elevation Plans prepared by Psenka Architects Inc., dated February 24, 2025, attached hereto and made a part hereof as **EXHIBIT B** (collectively referred to as the "Development Plans"); and

WHEREAS, Section 20.24.040 of the VILLAGE's Zoning Ordinance provides "Any territory annexed into the VILLAGE shall automatically, upon annexation, be classified as R-1 Single-Family Residential District. That land shall be subject to the requirements of the R-1 Single-Family Residential District, unless otherwise provided for in the Annexation Agreement or until the territory is rezoned."; and

WHEREAS, the CONTRACT PURCHASER has applied for a map amendment with the VILLAGE to rezone the property from R-1 Single Family Zoning District to C-4 Shopping Center Zoning District where the Proposed Use is permitted; and

WHEREAS, the CONTRACT PURCHASER has also applied for a zoning variation from Section 20.32.040 of the VILLAGE's Zoning Ordinance to exempt the Property from the building material and design standards; and

WHEREAS, the CONTRACT PURCHASER has also applied for a zoning variation from Table 20.56-1 of Section 20.56.130 to exempt the Property from the parking requirements as it relates to the Proposed Use; and

WHEREAS, the map amendment and variation petitions are attached hereto and made part hereof as **EXHIBIT C** ("Combined Application"); and

WHEREAS, the CONTRACT PURCHASER is combining the lots and has heretofore submitted to the VILLAGE a Final Subdivision Plat ("Subdivision Plat"), a copy of which is attached hereto and made part hereof as **EXHIBIT D**, which is to be the plat of subdivision for the Property; and

WHEREAS, the OWNER and CONTRACT PURCHASER has heretofore presented to the VILLAGE Clerk a duly executed petition for Annexation ("Petition for Annexation") requesting the annexation of the Property to the VILLAGE, which Petition for Annexation is contingent upon the execution of this Annexation Agreement and the granting by the VILLAGE of the variations. Copies of the Petition for Annexation and the Annexation Plat are attached hereto and made a part hereof as **EXHIBITS E and F** respectively; and

WHEREAS, the PARTIES desire to enter into this Annexation Agreement containing the foregoing and other conditions governing the annexation of the PROPERTY pursuant to: (i) the provisions of Division 11-15.1 of the Illinois Municipal Code of 1961, as amended (65 ILCS 5/11-15-1-1 et seq.); (ii) the VILLAGE's authorities under Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.); (iii) the intergovernmental provisions of the Illinois Constitution (Article VII, Section 10); and (iv) the VILLAGE's authorities as a home rule unit of local government; and

WHEREAS, pursuant to the provisions of Division 11-15.1 of the Illinois Municipal Code of 1961, as amended, the Corporate Authorities of the VILLAGE duly fixed a time for and held all public hearings required by law relative to the execution and delivery of this Annexation Agreement and the Petition for Annexation of the Property to the VILLAGE after giving appropriate notices to all required public bodies (including Fire Protection Districts and Public Library Districts); and

WHEREAS, the Corporate Authorities of the VILLAGE, after due and careful consideration, have concluded that the annexation of the Property to the VILLAGE on the terms and conditions herein set forth would further the VILLAGE's growth, enable it to control the development of the area being annexed, increase the taxable value of the Property within the VILLAGE, extend the corporate limits and jurisdiction of the VILLAGE, and otherwise enhance, promote, and serve the best interests and general welfare of the VILLAGE and its residents.

NOW, THEREFORE, in consideration of the foregoing preambles and in consideration of the mutual covenants, agreements and conditions hereinafter contained, and the benefits anticipated to ensure each of them, the PARTIES do hereby agree as follows:

I. PREAMBLES/EXECUTION OF THIS ANNEXATION AGREEMENT

- A. Preambles. The foregoing preambles are material to this Annexation Agreement and are incorporated herein, as if restated in their entirety,
- B. Execution of this Annexation Agreement. The OWNER shall deliver to the VILLAGE three (3) executed copies of this Annexation Agreement within (5) business days after it is approved by the VILLAGE's Corporate Authorities. The VILLAGE shall execute this Annexation Agreement within five (5) business days after being presented with this Annexation Agreement executed by the OWNER subject to the terms and conditions herein. However, the PARTIES agree that this Annexation Agreement, the development plans and any other approvals relating to the Property shall not take effect unless CONTRACT PURCHASER, or its assignee acquires sole ownership and is the sole owner of record of the Property

by May 1, 2026. If such contingency does not occur by May 1, 2026, the Property shall remain zoned R-1 Single Family Residential and the VILLAGE is authorizing to adopt and record any documentation to memorialize and reflect this Annexation Agreement, the development plans, the rezoning and any other approval contemplated by this Annexation Agreement have not taken effect. Time is of the essence.

II. **ANNEXATION, REZONING, VARIATIONS AND USES**

- A. Annexation. Not later than the next regularly scheduled Mundelein Village Board of Trustees meeting after (i) the execution of this Annexation Agreement as provided in Section I(B) hereof, (ii) the payment of the Annexation Fee to the VILLAGE as provided in Section IV(A) hereof, a valid and effective ordinance shall be adopted annexing the Property, and all unincorporated highways contiguous thereto.
- B. Rezoning and Variations. The Property shall be rezoned to C-4 Shopping Center which allows for an indoor amusement facility in accordance with the Development Plans and this Annexation Agreement.
- C. Uses. Following the adoption of the Annexation Ordinance, the Property shall be used as outlined herein, with the opportunity for its use to evolve in accordance with the permitted uses within the C-4 Shopping Center Zoning District.

III. **IMPROVEMENTS**

- A. Public Utilities. The OWNER agrees to institute the connection to the VILLAGE's water and sanitary sewer system at the cost of the OWNER.
- B. Easements. OWNER agrees to grant to the VILLAGE any necessary utility easements reasonably required at locations mutually satisfactory to the Village and Owner.
- C. Tree Replacement Fund. In lieu of a tree survey and tree removal calculation, the OWNER agrees to pay into the VILLAGE'S tree fund an amount not to exceed ten thousand dollars per acre or fraction thereof rounded to the nearest tenth of an acre with anything below 0.49 rounded down and 0.5 and above rounded up of developed or redeveloped acreage.

IV. **FEES, PERMITS AND OTHER APPROVALS**

- A. Village Impact Fees. OWNER shall pay all impact fees (the 'Impact Fees') within 30 days of the effective date of this Annexation Agreement. Failure to pay the Impact Fees within the specified timeframe may result in the withholding of permits or other approvals from the VILLAGE, including but not limited to building permits, zoning approvals, and other required Village authorizations, until such fees are paid in full.:

VOM Nonresidential	Current Per Acre	Total (4.7 acres)
Annexation Fee	\$4,110	\$19,317
Capital Development	\$2,835	\$13,324.50
Transportation	\$4,385	\$20,609.50
Stormwater	\$2,525	\$11,867.50
Water Exp	Meter Size – 6"	\$31,196
Sewer Exp	Meter Size – 6"	\$21,465
Downtown	N/A	N/A

TOTALS	\$13,855	\$65,118.50
---------------	-----------------	--------------------

- B. The Impact Fees shall be paid in addition to all other fees payable hereunder and all other fees which are customarily and generally applicable throughout the Village.
- C. Generally applicable fees refer to, but are not limited to, building permit fees, occupancy permit fees, sewer and water connection fees, building plan review and inspection fees, engineering plan review and inspection fees, and other consultant's fees, as established from time to time by the Village.
- D. Payment of Fire Protection Property Taxes and General Obligation Bonds by the OWNER. The OWNER shall pay to the VILLAGE the amount of \$1,336.38 which represents the amount due from the VILLAGE to the Countryside Fire Protection District for the fire protection property taxes on the Property as provided in Public Act 91-0307. Said amount represents the five years of taxes as anticipated under said Act and shall be paid by the OWNER at the same time as the Impact Fees listed in Section IV A. above. OWNER shall continue making payments towards the 2005 Bonds Service to the Countryside Fire Protection District for such District's bonds as set forth in said Act. If such amounts are not paid by the OWNER as set forth herein, such amounts to be paid to the District and VILLAGE, respectively, shall be the obligation of the Contract Purchaser and any subsequent owner(s) of the Property.
- E. Sidewalk Extension Contribution. OWNER shall pay in lieu of the cost of the Illinois Route 83 sidewalk extension, totaling approximately 3,960 square feet of sidewalk. OWNER shall contribute \$43,560 towards the cost of that extension which shall be paid within 30 days of the effective date of this Annexation Agreement.
- F. School, Park, and Library Donations. No school, park or library donations shall be required to be paid by the OWNER unless the Property is re-zoned for some form of residential use, at which time school, park and library impact fees may be required pursuant to VILLAGE ordinances.
- G. Engineering and Other Consultants' Fees/Litigation Expense. OWNER agrees to reimburse the VILLAGE for all engineering and other consultant fees in accordance with the provisions of VILLAGE Ordinance No. 06-07-63. In addition, if any third party files an action challenging or seeking to invalidate this Agreement or any portion thereof, and/or seeking damages or an injunction with respect to any action taken or provided for herein, OWNER shall reimburse the VILLAGE for all attorneys' fees, costs and expenses incurred by the VILLAGE in connection with such litigation.
- H. Water Connection fees. The OWNER and its successors and assigns shall be obligated to pay all water connection fees in accordance with the VILLAGE ordinances in effect at the time they connect to the VILLAGE's water system.
- I. Sanitary Sewer System. The OWNER or its successor or assigns, shall be obligated to pay all sanitary sewer connection fees in accordance with the VILLAGE ordinances in effect at the time they connect to the VILLAGE's sanitary sewer system.
- J. No Other Fees or Donations. Except as otherwise provided herein, Owner shall not be required by the Village to pay any fees or to donate any land or money or make any other contributions to the Village in relation to the matter of Petition for Annexation.

V. GENERAL PROVISIONS

- A. Time of Essence/Cooperation of Parties. Time is of the essence of this Annexation

Agreement and of each and every provision hereof. The PARTIES shall cooperate with one another on an ongoing basis and make every reasonable effort to further the implementation of the provisions of this Annexation Agreement and the intentions of the PARTIES as reflected by the provisions of this Annexation Agreement.

- B. Conflict with Ordinances. If any pertinent existing resolutions or ordinances, or interpretations thereof, of the VILLAGE are inconsistent or in conflict with any provision hereof, then the provisions of this Annexation Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the development.
- C. Term. This Annexation Agreement shall be binding upon and inure to the benefit of the PARTIES, all subsequent OWNERS of the Property, and any successor municipal authorities of the VILLAGE and successor municipalities, for a period of twenty (20) years commencing with the Effective Date of this Annexation Agreement, as provided by Section 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., and for whatever additional period of time is agreed to by the PARTIES in writing and which may be permitted by said statute or under any amendment to said statute. In the event the Annexation of the Property to the VILLAGE, the zoning of the Property or the execution and delivery of this Annexation Agreement is challenged either directly or indirectly in any court proceeding, the period of time during which such litigation is pending, to the extent permitted by law, shall not be included in calculating such twenty (20) year term.
- D. Assignability. This Annexation Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Property, or any portion thereof; provided, however, that OWNER shall not assign its rights or delegate its duties hereunder and such rights shall not inure to subsequent owners of the Property, unless the VILLAGE provides its prior written express consent of the proposed assignee of such rights which consent shall not be unreasonably withheld. If the OWNER desires the VILLAGE approve an assignment it shall make such request to the Village in writing, which request shall identify the proposed assignee, and the Owner shall provide the VILLAGE with all information reasonably requested by the VILLAGE with respect to the proposed assignee's qualifications.
- E. Notices. All notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Annexation Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses or faxes to the Parties at the following facsimile numbers:

If to VILLAGE: VILLAGE Administrator
 VILLAGE of Mundelein
 300 Plaza Circle
 Mundelein, Illinois 60060
 FAX: (847) 949-0143

With a copy to: Kelly A. Cahill
 Zukowski, Rogers Flood & McArdle
 50 N. Virginia Street
 Crystal Lake, IL 60014
 kcahill@zrfmlaw.com

If to OWNER: FRAN 61, LLC – Mark Muno
 17536 W Bluff Drive
 Grayslake, Illinois 60030
With a copy to: JFox Enterprises – Jerrold Fox
 207 Peregrine Lane
 Hawthorn Woods, Illinois 60047

Any party may change its address or facsimile for the service of notice by giving written notice of such change to the other party, in the manner specified below. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. mail, in the case of notice set by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the day and time of transmission).

- F. Severability. If any provision of this Annexation Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
- G. Remedies. Any party to this Annexation Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Annexation Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Annexation Agreement shall be cumulative and non-exclusive or otherwise available to any party at law or in equity.
- H. Breach of Agreement. In the event of a material breach of this Annexation Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days' notice of said breach to correct the same prior to the non-breaching party's seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).
- I. Default Cure. If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (or any extension of said thirty (30) day period if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses incurred by it in connection with action taken to cure such default.
- J. No Punitive Damages. Notwithstanding the foregoing, under no circumstances shall any of the Parties be liable to the other Parties for any consequential or punitive damages as a result of a default by any party under this Annexation Agreement.
- K. No Waiver. The failure of any of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon any other party, shall not be construed as a waiver or relinquishment of any party's right thereafter to enforce any such

term, covenant, agreement, or condition, but the same shall continue in full force and effect.

- L. Captions. Throughout this Annexation Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Section numbers and caption headings are purely descriptive and shall be disregarded in construing this Annexation Agreement.
- M. Integration/Exhibits. This Annexation Agreement constitutes the entire agreement and understanding of the Parties relative to the subject matter hereof superseding all prior agreements, understandings and negotiations (all of which are expressly merged herein). All exhibits to this Annexation Agreement are incorporated herein by this reference thereto.
- N. Effective Date. The "Effective Date" of this Annexation Agreement shall be the date of its execution by the VILLAGE.
- O. Amendments. The VILLAGE and OWNER, and its successors-in-interest may, by mutual consent, change, amplify or otherwise agree to terms and conditions other than those set forth in this Annexation Agreement by the adoption of an ordinance by the VILLAGE amending the terms of this Annexation Agreement and the acceptance of same by OWNER, or its successors-in interest, subject to the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1. Any modification to the zoning or development of the Property which may be hereinafter sought by the OWNER, its successors and assigns, shall not be considered an amendment to this original Annexation Agreement or any amendment thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement this _____ day of _____, 2025.

VILLAGE OF MUNDELEIN,
an Illinois Municipal Corporation

By: _____
Mayor

Attest: _____
Village Clerk

OWNER:
FRAN 61, LLC, an Illinois limited liability company

BY: _____
Its: _____

Exhibit A

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE NORTH 84 DEGREES 15 MINUTES EAST 3.81 CHAINS; THENCE NORTH 8 DEGREES 45 MINUTES EAST 23.21 CHAINS TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY; THENCE NORTH 17 DEGREES EAST ALONG THE CENTER OF SAID HIGHWAY, 4.50 CHAINS, WHICH IS THE PLACE OF BEGINNING OF THE PREMISES HEREBY DESCRIBED, AND RUNNING THENCE NORTH 73 DEGREES 6.75 CHAINS; THENCE NORTH 17 DEGREES EAST 7.50 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.75 CHAINS TO THE CENTER OF SAID HIGHWAY; THENCE SOUTH 17 DEGREES 7.50 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

CONTAINING 204,839 SQUARE FEET OR 4.7025 ACRES

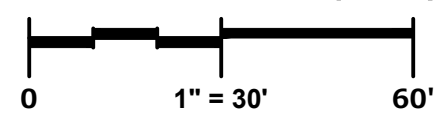
PIN: 10-23-100-004 & 10-23-100-005

Exhibit B

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC.



GRAPHICAL SCALE (FEET)



Bearings referenced to the Illinois State Plane Coordinate System, East Zone (1201).

LEGEND OF LINES

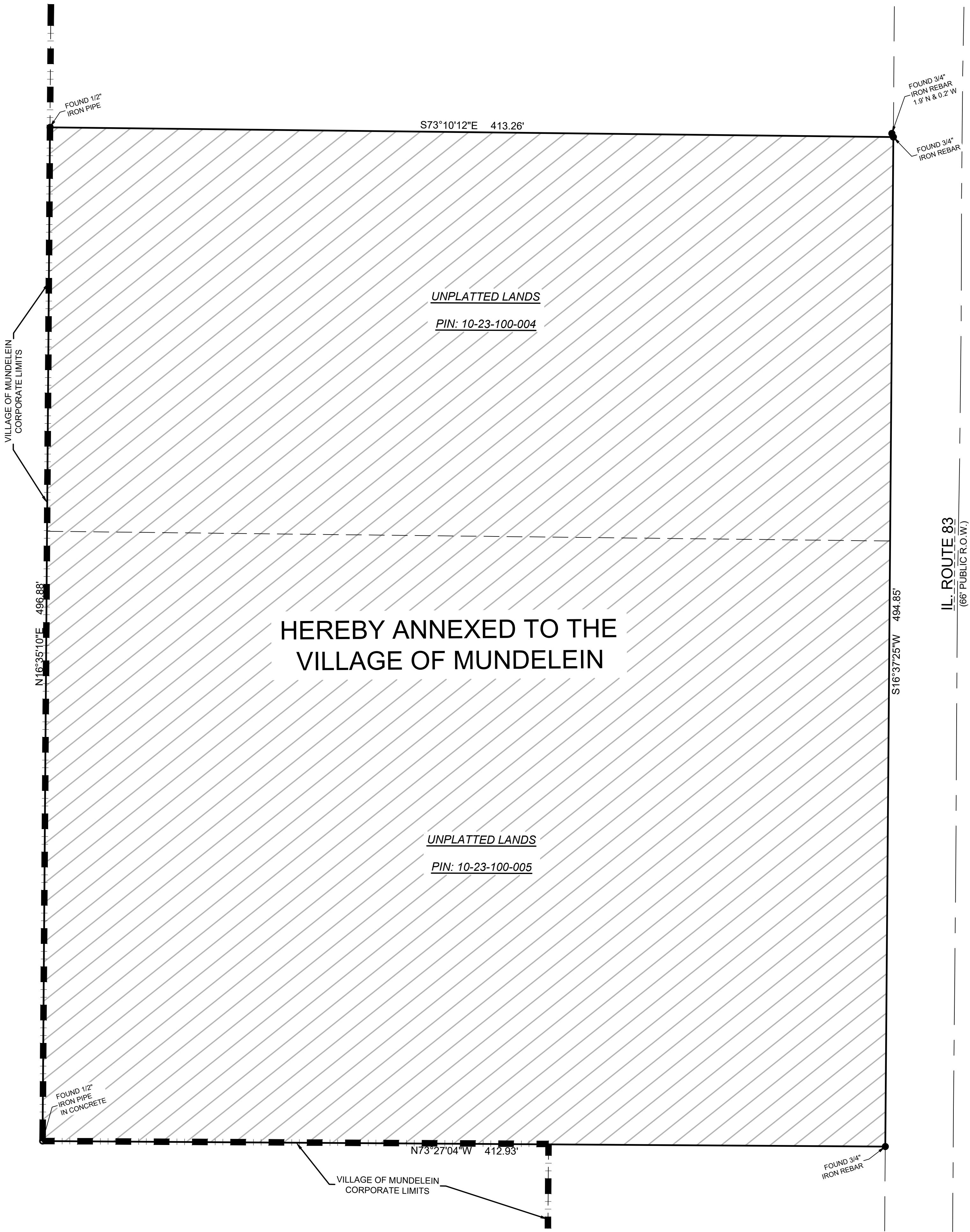
	PARCEL BOUNDARY
	INTERIOR BOUNDARY
	SECTION LINE
	RIGHT-OF-WAY
	CENTER OF RIGHT-OF-WAY
	EASEMENT LINE
	CORPORATE LIMITS
	AREA TO BE ANNEXED

PLAT OF ANNEXATION

TO THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE NORTH 84 DEGREES 15 MINUTES EAST 3.81 CHAINS; THENCE NORTH 8 DEGREES 45 MINUTES EAST 23.21 CHAINS TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY; THENCE NORTH 17 DEGREES EAST ALONG THE CENTER OF SAID HIGHWAY, 4.50 CHAINS, WHICH IS THE PLACE OF BEGINNING OF THE PREMISES HEREBY DESCRIBED, AND RUNNING THENCE NORTH 73 DEGREES 6.75 CHAINS; THENCE NORTH 17 DEGREES EAST 7.50 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.75 CHAINS TO THE CENTER OF SAID HIGHWAY; THENCE SOUTH 17 DEGREES 7.50 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

CONTAINING 204,839 SQUARE FEET OR 4.7025 ACRES
PIN: 10-23-100-004 & 10-23-100-005



GENERAL NOTES

- Survey prepared for: JFox Enterprises
- Field work completed on October 3, 2024
- No title or letter report was provided for this survey. Boundary based on field evidence.
- Land Area: 204,839 Square Feet (4.7025 Acres).

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)) SS
COUNTY OF LAKE)
THIS IS TO CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE TERRITORY ANNEXED TO THE VILLAGE OF MUNDELEIN,
COUNTY, ILLINOIS, BY ORDINANCE NUMBER _____, A PROPER ORDINANCE
PASSED AND APPROVED BY THE MUNDELEIN VILLAGE BOARD ON _____, 20____.

VILLAGE CLERK

LAKE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)) SS
COUNTY OF LAKE)
THIS INSTRUMENT NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF LAKE COUNTY,
ILLINOIS, ON THE ____ DAY OF _____, 20____.

COUNTY RECORDER

THIS PLAT IS BEING SUBMITTED BY:
NAME: _____
ADDRESS: _____

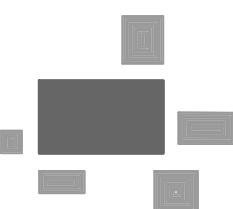
I, PAUL A. KUBICEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3296, DO
HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM EXISTING PLATS AND
RECORDS FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MUNDELEIN, ILLINOIS.

DECEMBER 5, 2024

FOR REVIEW

PAUL A. KUBICEK
PLS #035-003296
ALL LICENSES EXPIRE NOVEMBER 30, 2024

28884 N. IL ROUTE 83
MUNDELEIN, ILLINOIS



PLAN | DESIGN | DELIVER
www.pinnacle-engr.com
PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

ILLINOIS OFFICE:
1051 E. MAIN STREET - SUITE 217
EAST DUNDEE, IL 60119
(847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

PLAT OF ANNEXATION

REVISIONS

—	_____	_____
—	_____	_____
—	_____	_____
—	_____	_____

PES JOB No. 5897.00
PEG PM BDJ
DATE 12/05/24
SCALE 1"=30'
DRAFTED BY: KGD

SHEET
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OF
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© COPYRIGHT 2024
SURVEY

PUBLIC HEARING - PZC-22-2024 - 28884 and 28936 N IL Route 83 - Baseball and Pickleball Facility

Commissioner S. Schneckloth moved, seconded by S. Petti a **Motion** to Open Public Hearing PZC-22-2024.

RESULT:	Passed [Yes 7, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Steven Petti
AYES:	Terry Roswick, Kevin Anderson, Kerry Garesche, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Staff Presentation

I. Guadarrama gave the attached PowerPoint presentation with a brief overview and history of the case. The applicant is requesting several items including the approval of a preliminary and final plat of subdivision, approval of a map amendment to rezone the property from R-1 to C-4, a variation to allow the use of metal wall panels, a single roofline, and a reduction in the facade design elements, and a variation to allow a reduction in the required number of parking spaces for an indoor amusement facility.

Planner Guadarrama noted that the only public commentary received prior to the meeting was from Fremont Township requesting a fence to be installed to separate their properties.

S. Schneckloth stated that she would be in support of the project and felt that the use would fit in with the location. She was, however, concerned about the flow of traffic. I. Guadarrama stated that a traffic study was conducted, and it was found not to have concerns.

S. Petti stated that parking could be a concern with any tournaments that may be located at the Fremont Township baseball field next door. K. Teehan mirrored these concerns and added that individuals may attempt to park at this facility and walk down to the baseball field causing a safety concern.

S. Schneckloth added that she would like to see updates on the exterior design of the building to be more welcoming.

Petitioner Presentation

T. Roswick swore in all who wished to speak on this topic.

Derek Hart of Bolt was present to speak on behalf of the project. Mr. Hart stated that his expertise on the proposed project is in relation to the construction. Unfortunately, the engineer and architect on the project were unable to make the meeting. He stated that his input for the facility was to add pickleball, a golf simulator, and a tennis court that would be available to the public on a membership basis.

T. Roswick let the petitioner know that with the number of variations requested, there would need to be a defense made to prove a hardship requiring the variations.

M. Hart discussed the parking and facade variation requests. He stated that the amount of parking was more than needed as the majority of families would drop off the child, so extra parking would not be needed. The parking lot was designed with a flow for the dropoffs. With regard to the facade, unfortunately the project architect was unable to attend, but to Mr. Hart's knowledge of the design had gone through several iterations in order to adjust to the Mundelein Code. His concern with adding more or larger windows to the entrance wall would be that it could create a safety concern with the sun going into the players' eyes while they practice.

S. Petti inquired whether parents would be allowed to stay and watch the practices. Mr. Hart answered that they would, but the vast majority of parents prefer to drop off and do not choose to stay. S. Petti inquired about the capacity of the pickleball facility and if it would be open to the public as this could necessitate a need for more parking than is proposed.

K. Teehan questioned the dropoff process and if this would create a traffic backup along Route 83. Mr. Hart stated that they have a good working relationship with

parents and have historically communicated well about expectations and can adjust the dropoff process to prevent any backup along Route 83.

S. Schneckloth added that she also had concerns about the safety of traffic backup onto Route 83. She asked staff what the process could be for requesting multiple turn lanes to IDOT regarding the new businesses along Route 83. I Guadarrama stated that the state would have the final say on the roadway.

Public Commentary

Commission Chair T. Roswick opened the floor to public commentary.

Connie Shanahan attended as a representative of the Fremont Township Board. Mr. Shanahan stated that Fremont Township has a great working relationship with Lake County Lightning, and they have current contracts to use their baseball field that abuts this property for them to use. The Township Board's concern, however, is that individuals may come over for pickup games and get injured on the property and the Township would be liable. The Board would prefer that Bolt install a fence separating the properties to prevent any liability from occurring.

Commission Chair T. Roswick closed the floor to public commentary.

Commission Discussion

K. Anderson sympathized with the clean design but stated that there are several ways to break up the front articulation to close the gap between the variation requests and the Village Code requirements.

S. Petti discussed the issue with parking between this facility and any games or tournaments that may be hosted at the Fremont Township baseball park that abuts the property.

The commission briefly discussed the fence request from the township, and several members of the commission felt it was not a necessary element as Fremont Township could also install a fence on their side of the property. Further possibilities for the Petitioner to improve the articulation to the front of the building was also discussed. Chairman T. Roswick asked the commission members if they felt comfortable voting for either recommend an approval or denial as presented, or if they felt a continuation may be more appropriate to give the petitioner an opportunity to revise and enhance the design of the property. The commission members agreed that a continuation seemed more appropriate.

Mr. Hart was asked which day would be better to bring back the design before the Commission, March 5th or March 19th. Mr. Hart said they would be ready for the

March 5th Planning and Zoning Commission meeting to bring the design back for further review.

Continuation of PZC-22-2024

S. Schneckloth moved, seconded by J. Holden a **Motion** to continue Public Hearing PZC-22-2024 to the meeting on March 5, 2025 at 7:00 PM at the Mundelein Village Hall to provide the Petitioner the opportunity to revise and enhance the design for further consideration by the Planning and Zoning Commission.

RESULT:	Passed [Yes 7, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Jennifer Holden
AYES:	T. Roswick, K. Anderson, K. Garesche, J. Holden, S. Petti, S. Schneckloth, K. Teehan
NAYS:	None
ABSTAIN:	None

QUESTIONS AND COMMENTS

There were no further questions and comments

ADJOURNMENT

J. Holden moved, seconded by S. Petti a **Motion** to Adjourn the Planning & Zoning Commission Meeting of February 19, 2025.

RESULT:	Passed [Yes 7, No 0, Abstained 0]
MOVER:	Commissioner Jennifer Holden
SECONDER:	Commissioner Steven Petti
AYES:	T. Roswick, K. Anderson, K. Garesche, J. Holden, S. Petti, S. Schneckloth, K. Teehan
NAYS:	None
ABSTAIN:	None

The Regular Planning and Zoning Commission Meeting adjourned at 8:21 PM.



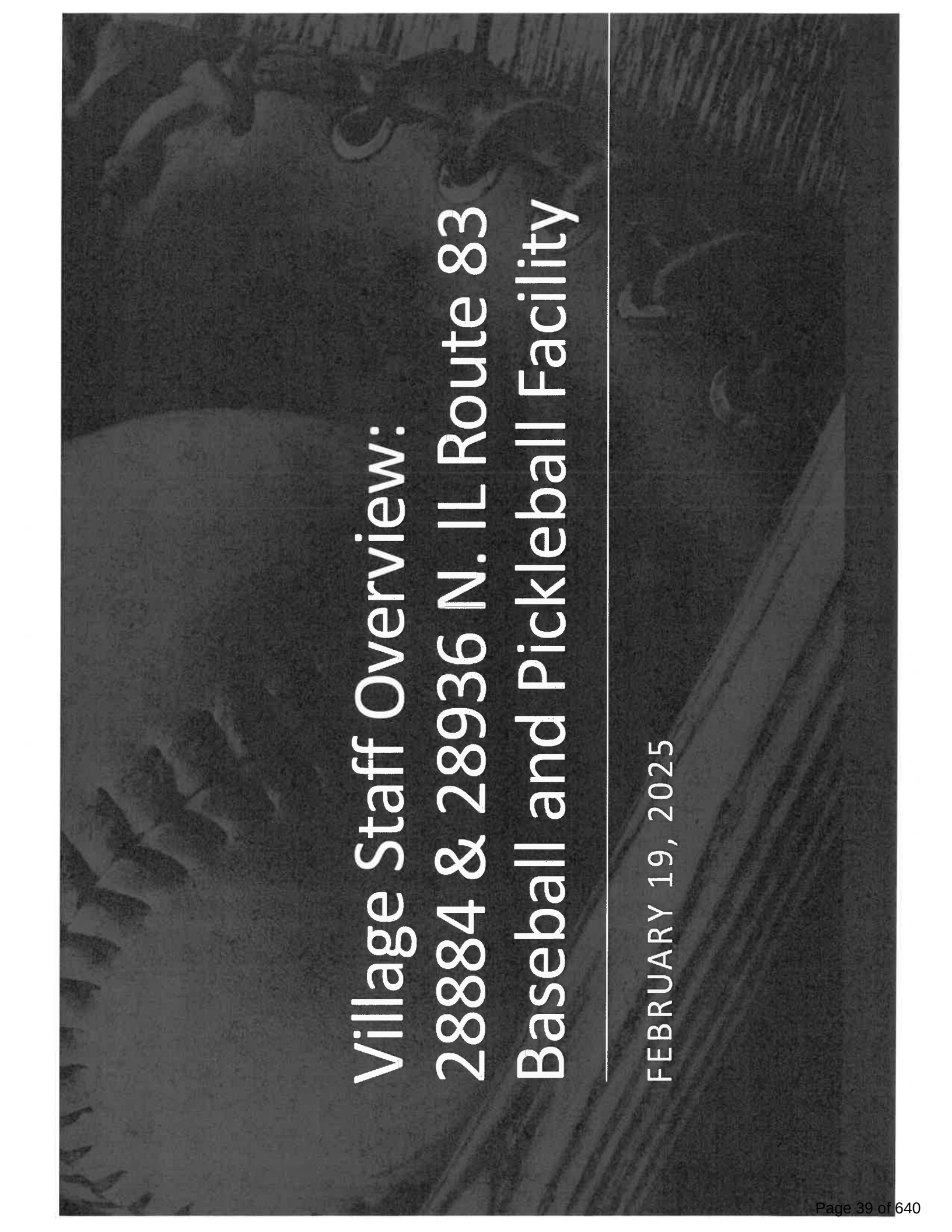
Sign-In Sheet

NAME/COMPANY

ADDRESS

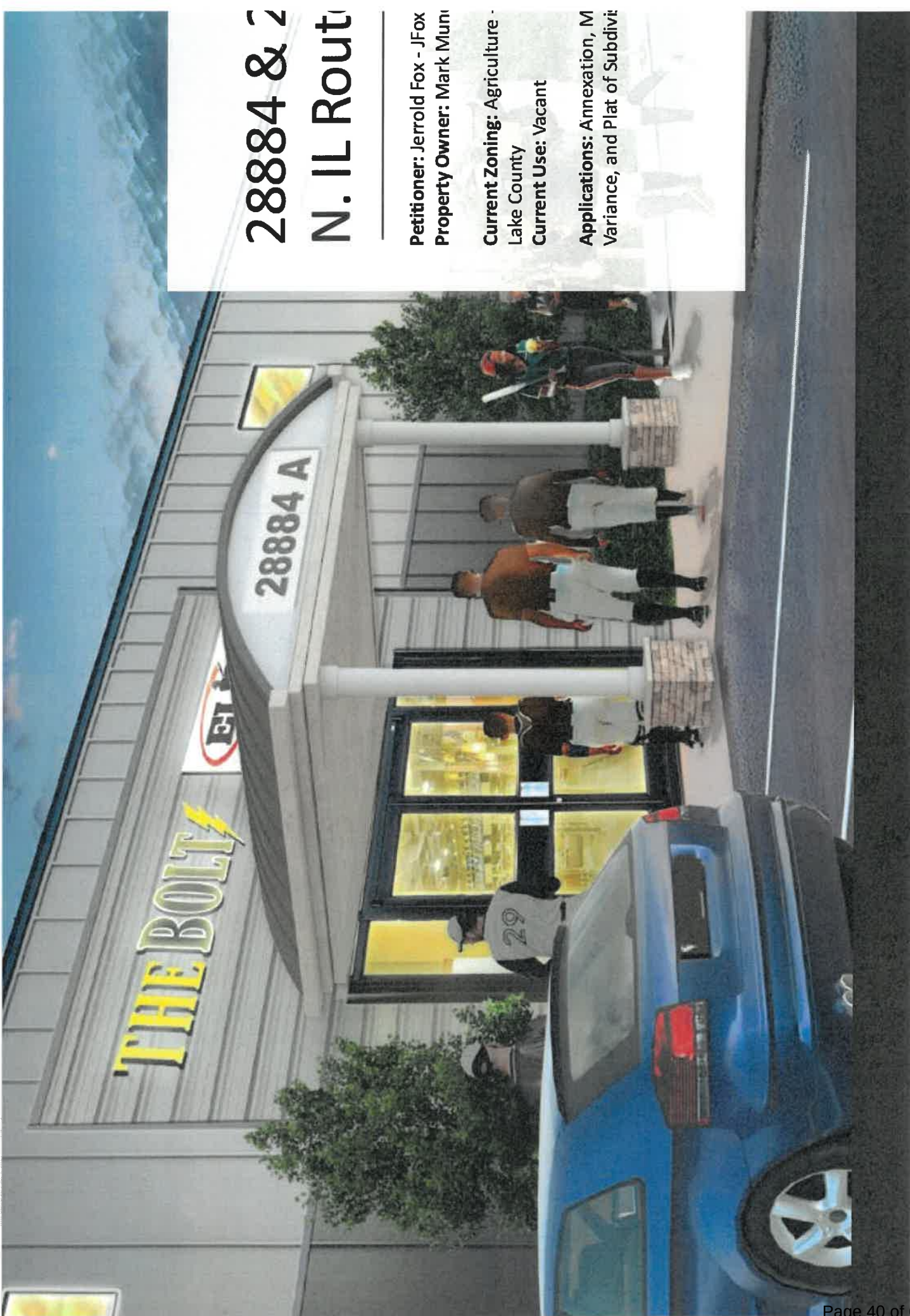
PHONE/EMAIL

Name: Elizabeth Dasso		Phone: 847-857-0390
Company:		Email: elizabeth.dasso@bisk
Name: DEREK HART		Phone: 847-276-1824
Company:		Email: derek.hart41@yahoo.com
Name: CONNIE SHANAHAN		Phone:
Company: FREMONT TWP TRUSTEE		Email:
Name: Dan Olson		Phone:
Company: Upstream		Email: dolson@upstreamdesigns.com
Name:		Phone:
Company:		Email:
Name:		Phone:
Company:		Email:
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Company:		Email:



Village Staff Overview: 28884 & 28936 N. IL Route 83 Baseball and Pickleball Facility

FEBRUARY 19, 2025



28884 & 2 N. IL Route

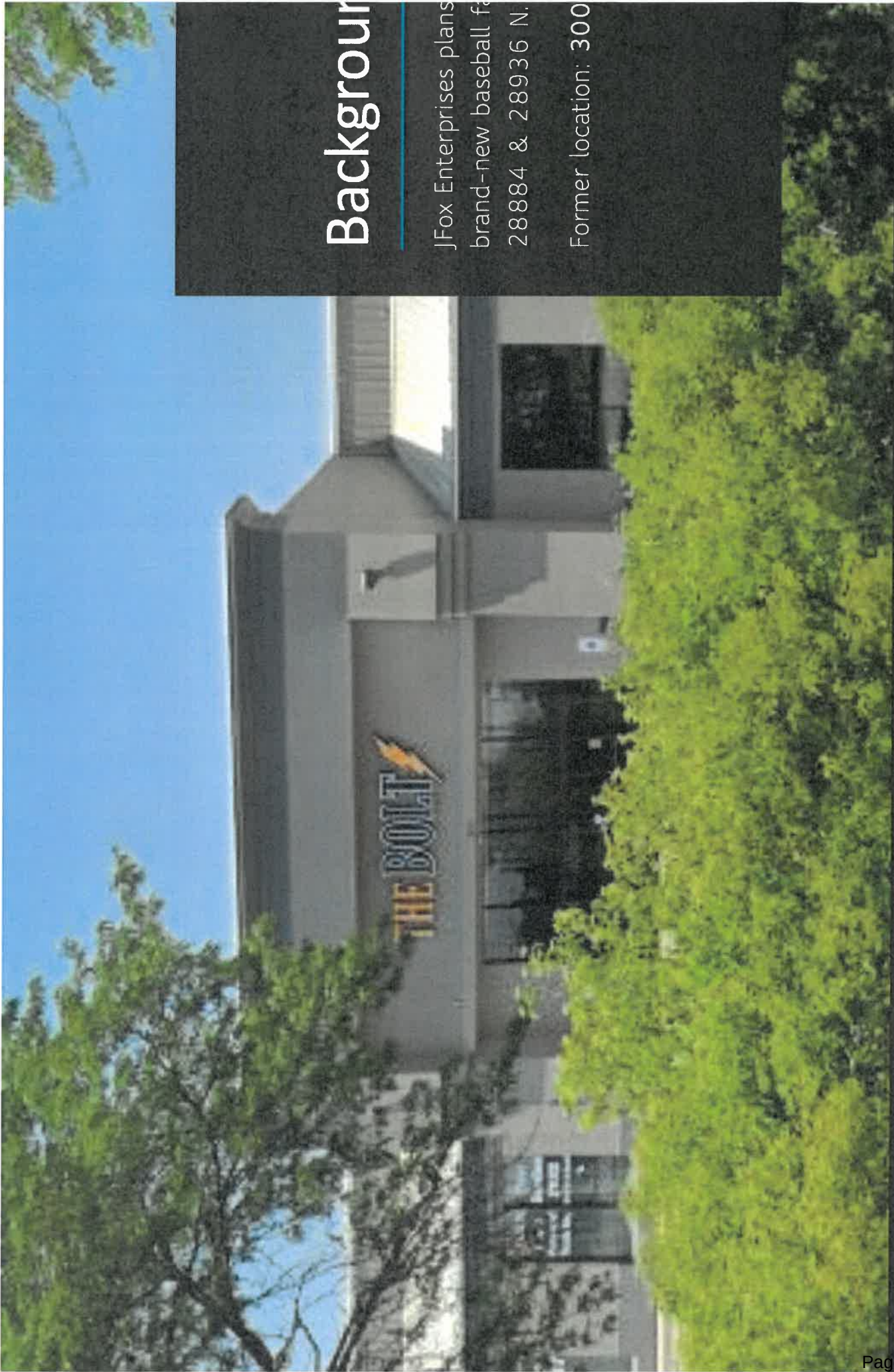
Petitioner: Jerrold Fox - JFox

Property Owner: Mark Mun

Current Zoning: Agriculture -
Lake County

Current Use: Vacant

Applications: Annexation, M
Variance, and Plat of Subdivi



Background

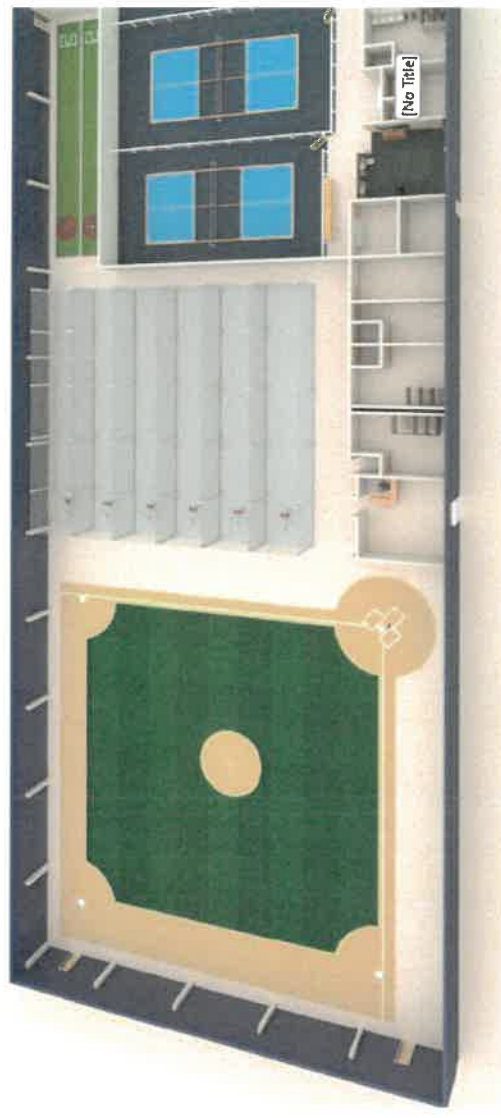
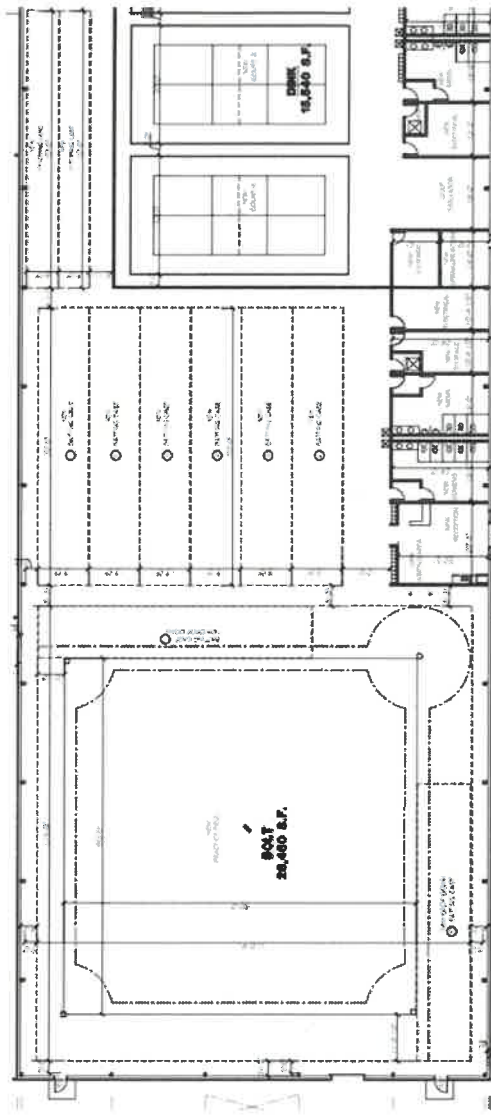
JFox Enterprises plans
brand-new baseball fa
28884 & 28936 N.

Former location: 300

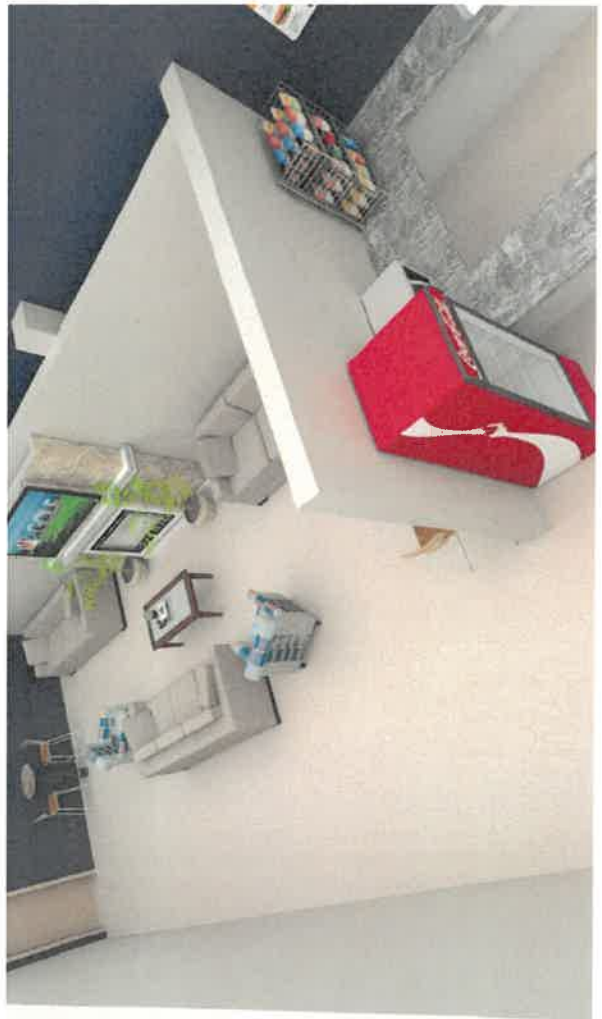
Floor Plan

42,000-square-foot structure

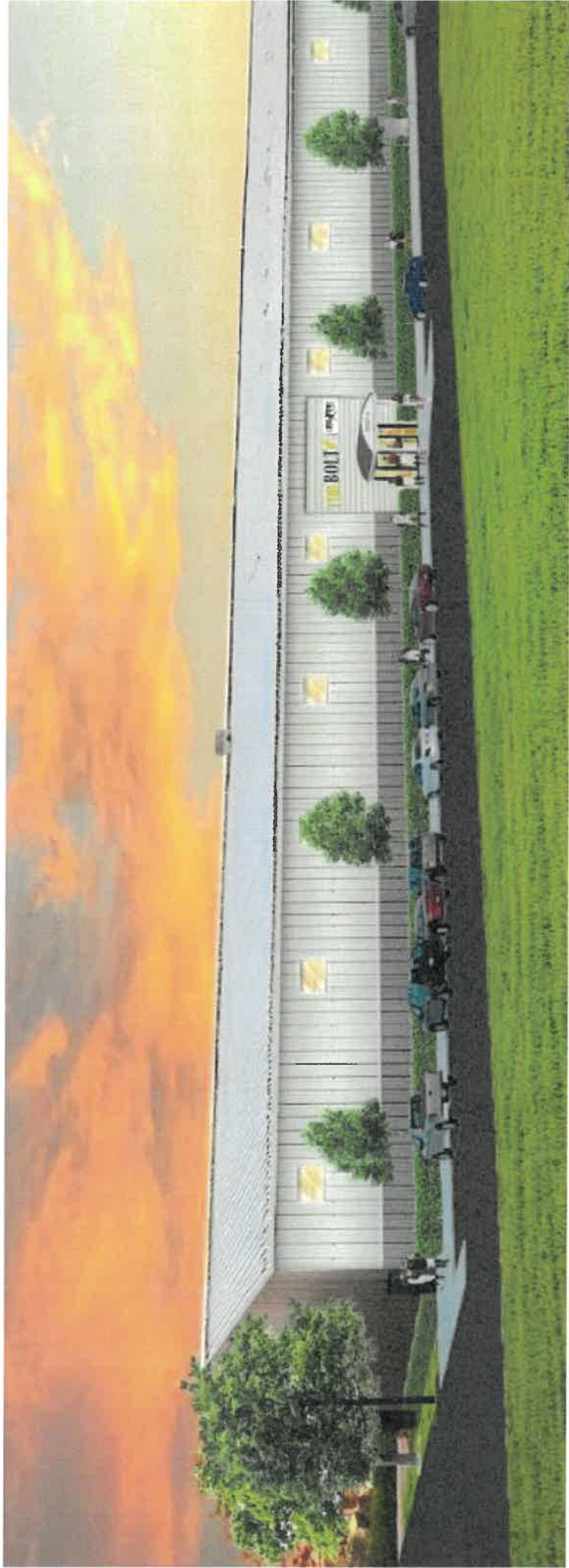
Includes: practice field, batting cages, pitching lanes, pickleball courts, practice wall, juice bar, and a golf simulator











Exterior Building

Two different-colored metal insulated wall panels

Metal insulated roof panels

Two main entrances

Clearstory windows

Plat of Subdivision Request

Combine lots

Outlines proposed property boundaries and easements for utilities and stormwater management

Map Amendment Request

Pending approval of annexation

Rezone from R-1 Single Family Residential to C-4 Shopping Center

- Avoids "spot zoning"
- Indoor amusement facility is Permitted in C-4

Comprehensive Plan

Requesting the Village Board
an amendment to the
Comprehensive Plan to
change Multi-Family
Residential District to
Auto Oriented Small- to Mid-
Size Retail

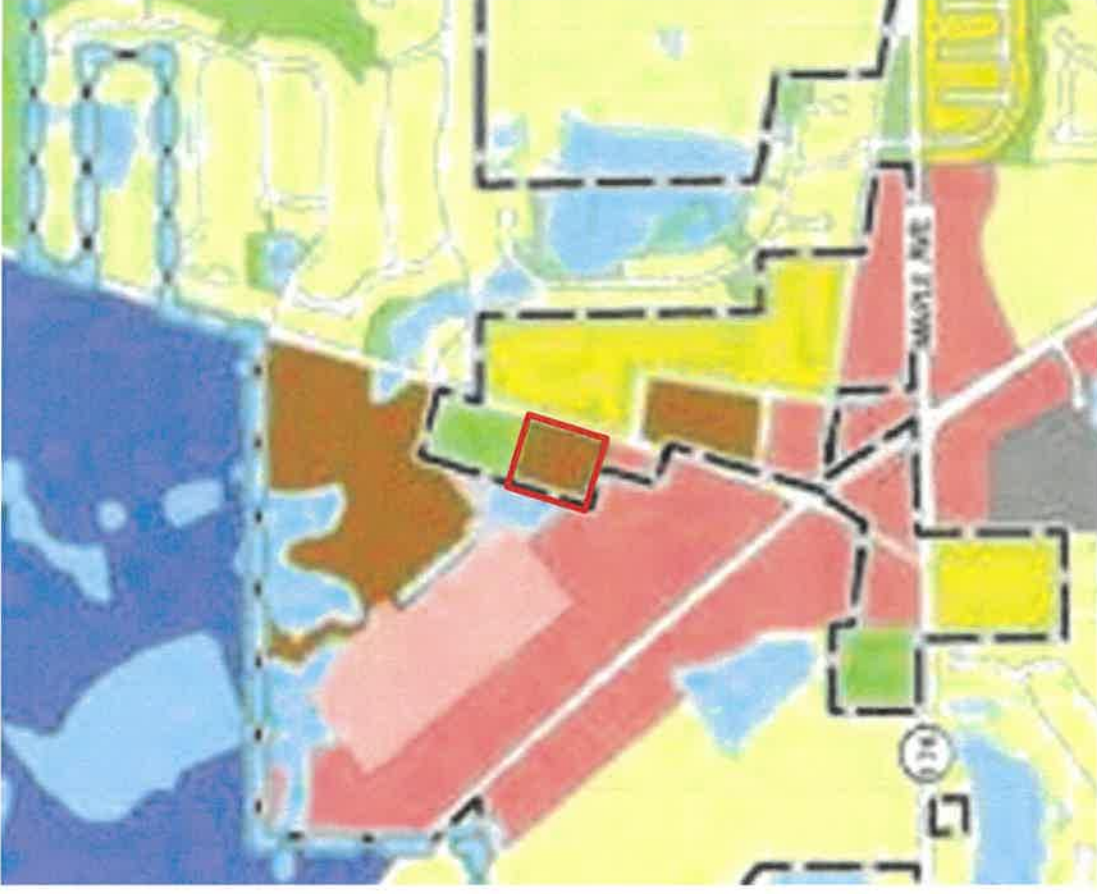


Table 20.56-1 of Section 20.56.130 requires indoor amusement facilities to provide 3 spaces per 1,000 sq.ft. of public use area

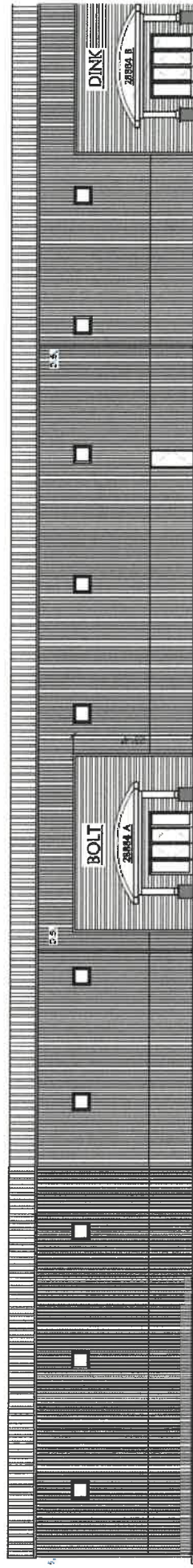
Proposed 53 parking spaces

[illegible]

Variance Request - Design

Section 20.32.040 outlines design standards for the C-4 Shopping Center District:

- Prohibits metal wall and roof panels
- Requires rooflines to be articulated with breaks in the façade. Structures must not run in a plane for more than 100 feet without offset of the roof plane.
- Façade visible from the public rights-of-way must incorporate design elements to reduce the scale of the building
- Blank walls are only permissible on the rear and side elevations
- Predominant façade colors must be subtle, neutral, or earth-tone colors.
- Structural bays must be 20 feet wide and articulated by columns or pilasters projecting at least 2 feet from the wall face



Request

Requesting to build:

- A building with metal wall panels
- A building with metal insulated roof panels
- A building with a single roofline
- A building with minimal design elements on façade visible from the right-of-way.

Design elements do not reduce the perceived scale of the building from the right-of-way.

Analysis – Use and Parking

JFox Enterprises has established a strong reputation in the community.

The location on the west side of town is expected to draw visitors from various parts of the County.

The demand for indoor amusement facilities has grown over the years, and Staff support the proposed use of this location.

The unique nature of the proposed facility suggests that the building will not operate at full capacity consistently, requiring 127 parking spaces.

Petitioner has estimated that 46 parking stalls will be sufficient to accommodate peak demand for both sports.

Analysis – Design

We recognize that the requirements for the proposed district are tailored to shopping. However, poor architectural design often leads to undesirable future uses, such as car yards or commercial storage facilities.

The properties are within the Growth Area, that is expected to continue experiencing. Each new development is asked to continue improving upon the aesthetics and quality of previous developments.

May 2012 See latest date



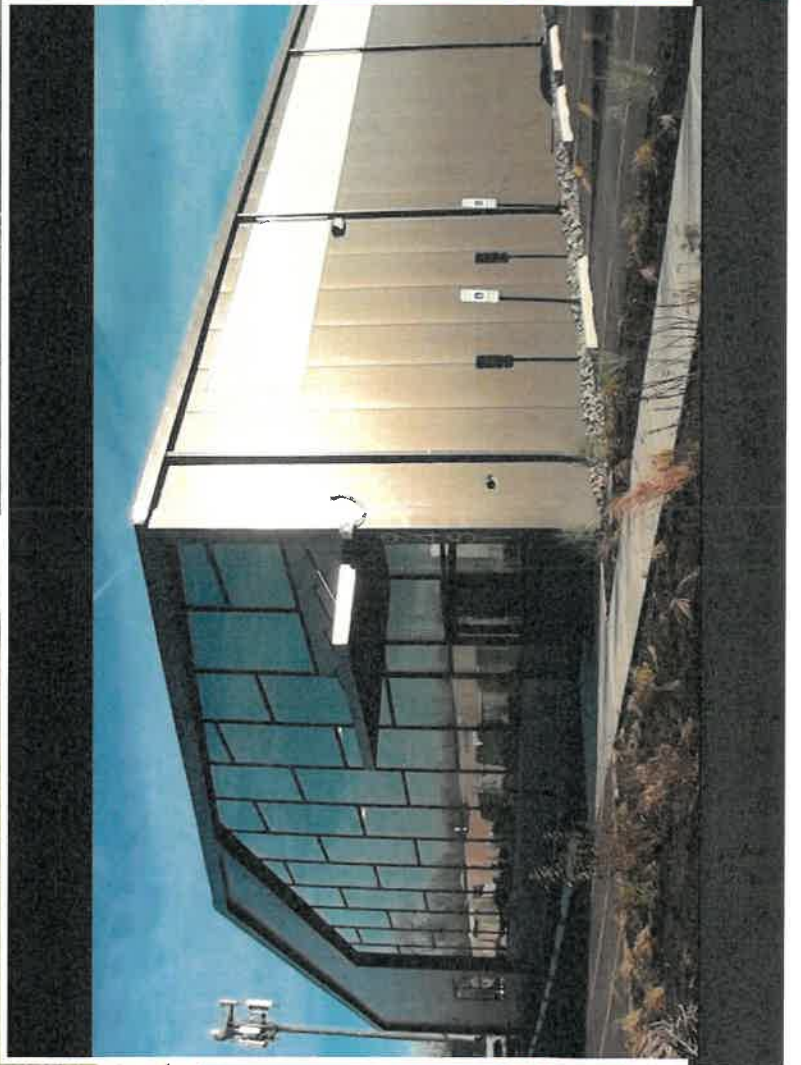
Aug 2024 See latest date



Analysis – Design

Staff provided examples of other successful indoor amusement centers from across the country showcasing designs with larger windows, grander entrances, and varied color scheme textures. All which are visually appealing and better reflect the nature of the use.





Analysis - Design

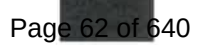
To ensure the continued success of this location and prevent undesirable outcomes, we recommend that the Planning and Zoning Commission approve the project, contingent on enhancing the entrances and windows as shown in the provided examples. This will contribute more prominently to the facility's long-term success and a

Public Commer

Fremont Township has requested fence along the property line that their property to the north.



Plans propose trees along the property



Recommendations

Motion to recommend approval/denial of the plat of subdivision for the properties located at 28884 and 28936 N. IL Route 83.

Motion to recommend approval/denial of a map amendment to rezone the properties located at 28884 and 28936 N. IL Route 83, Single Family Residential, to C-4, Shopping Center zoning district. **It is recommended that the following condition is co 6-foot or 8-foot fence be installed along the property line shared by Fremont Township.**

Motion to recommend approval/denial of a variation to Section 20.32.040 of the Zoning Ordinance, requesting a waiver of metal wall panels, a single roofline, and a reduction in facade design elements for the proposed C-4 Shopping Center located at 28884 and 28936 N. IL Route 83. **If this is recommended for approval, staff advises only after additional enhancements are design and considered by the PZC and Village Board.**

Motion to recommend approval/denial of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing the required number of parking spaces for an indoor amusement facility at 28884 and 28936 N. IL Route 83.

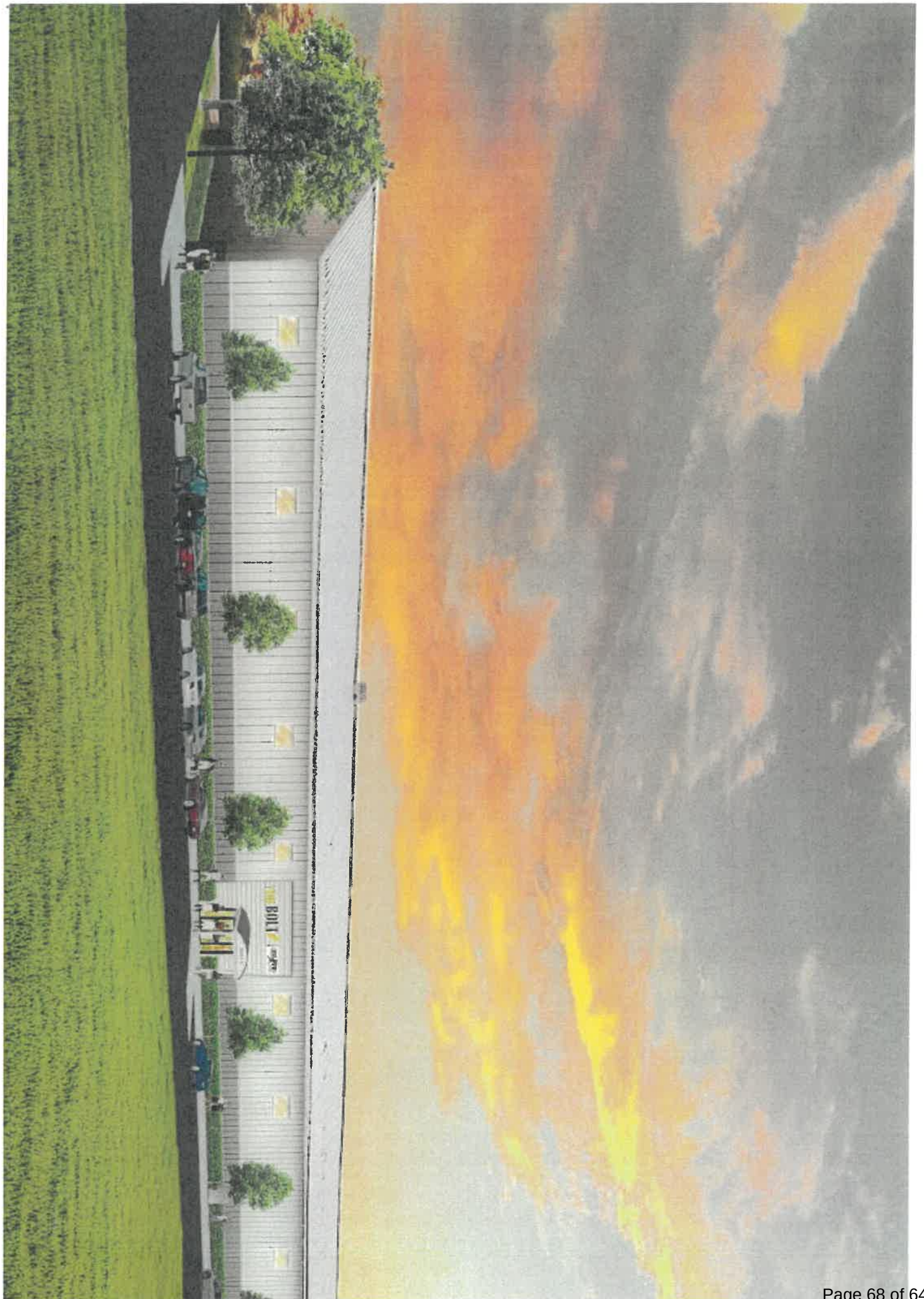
It should also be noted that these requests are part of an annexation and annexation agreement requests to be considered by the Board. If there are additional concerns relevant to future uses or restrictions, those may be incorporated into the annexation agreement. It would be appropriate for the PZC to pass on any of those recommendations.









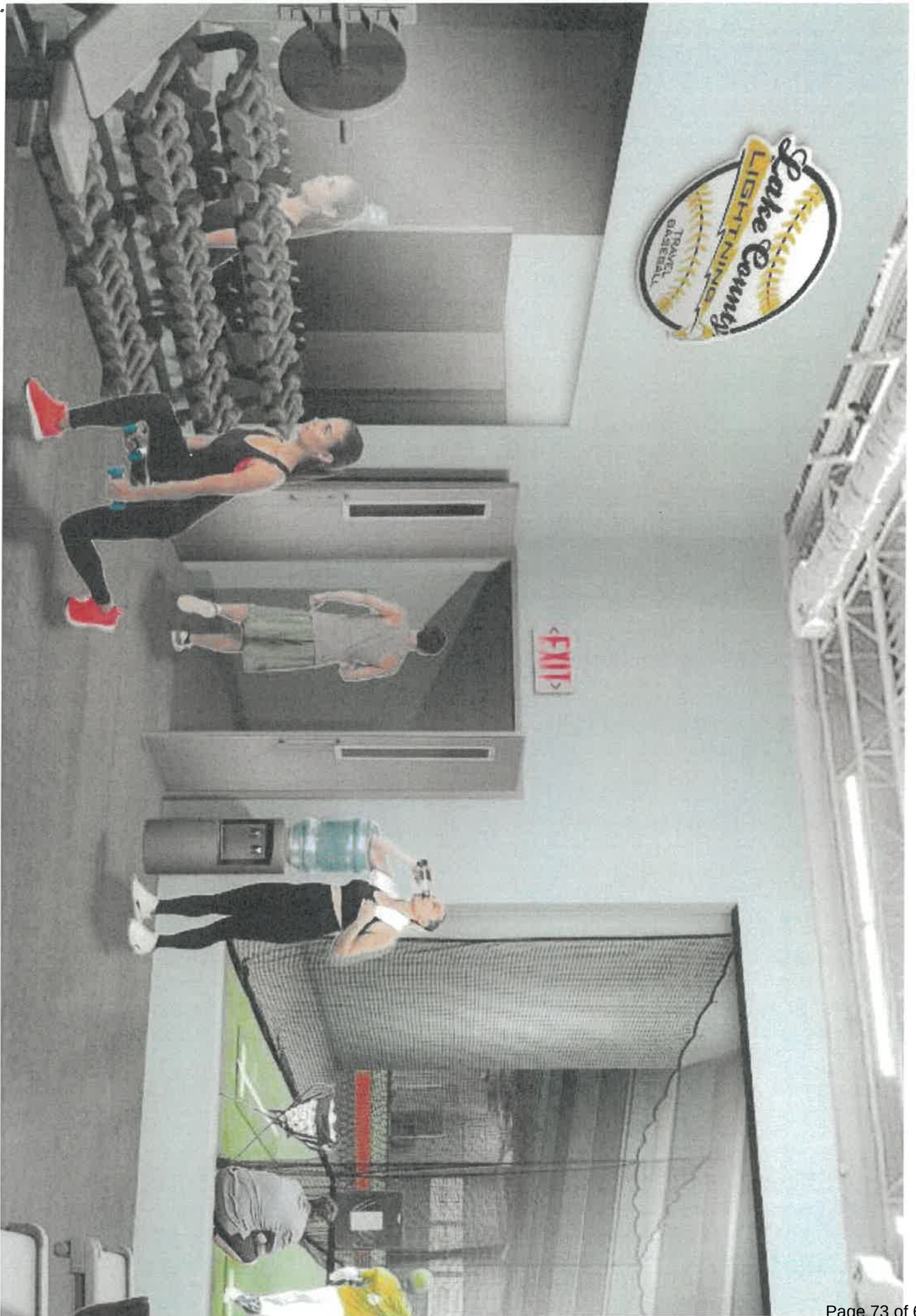




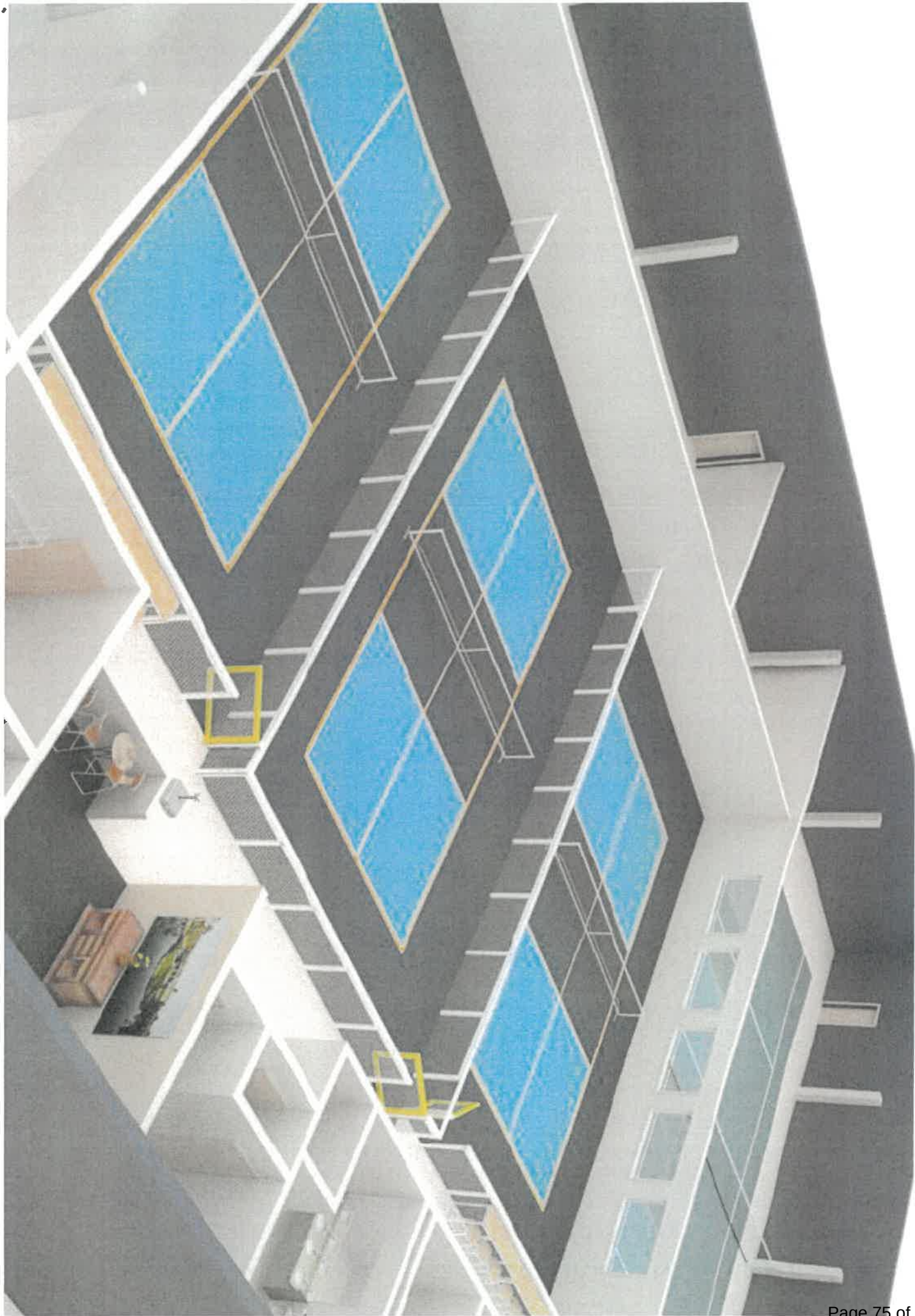


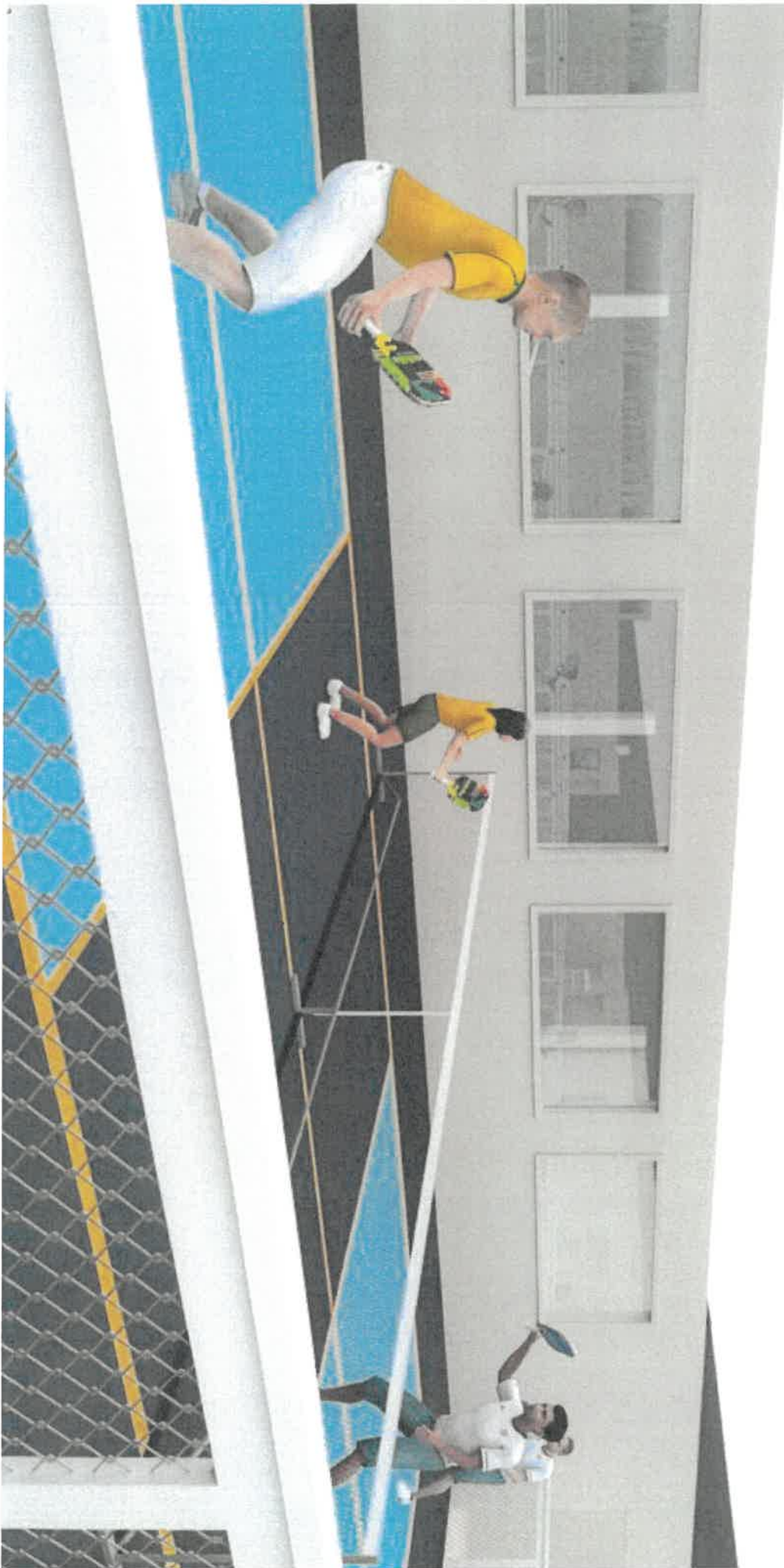












CALL TO ORDER

The Regular Meeting of the Planning and Zoning Commission of the Village of Mundelein was held on March 5, 2025 at 300 Plaza Circle, Mundelein. Commission Chairman T. Roswick called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Chairman T. Roswick led the Pledge of Allegiance.

ATTENDANCE

Chair Roswick took the roll call. It indicated as follows:

Board Attendance

PRESENT: K. Anderson, J. Holden, S. Petti, T. Roswick, S. Schneckloth, K. Teehan

ABSENT: K. Garesche

Village Attendance

PRESENT: Isabel Guadarrama, Senior Planner; and Colleen Malec, Senior Planner

MINUTES APPROVAL

Approve the Planning and Zoning Commission Regular meeting minutes from February 19, 2025

Commission Chairman T. Roswick asked if all commissioners had a chance to review the prior meeting minutes. There were no requested changes.

J. Holden moved, seconded by S. Petti a **Motion** to Approve the Planning and Zoning Commission Regular Meeting minutes from February 19, 2025.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Jennifer Holden
SECONDER:	Commissioner Steven Petti
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

Chairman T. Roswick opened the floor to public commentary.

There were no members of the public with general commentary and staff had not received any general public commentary prior to the meeting.

Chairman T. Roswick closed the floor to public commentary.

OLD BUSINESS

Continuation from February 19, 2025 of PUBLIC HEARING - PZC-22-2024 - 28884 and 28936 N IL Route 83 - Baseball and Pickleball Facility

Staff Presentation

I. Guadarrama gave the attached PowerPoint presentation with a brief overview and history of the case. The applicant is requesting annexation into the Village of Mundelein to construct a new indoor baseball and pickleball facility. The applicant is requesting approval of a plat of subdivision, a map amendment, and two variations.

Petitioner Presentation

The petitioner was sworn in. The petitioner addressed the commission and described changes since the last meeting.

Public Commentary

Chairman T. Roswick opened the floor to public commentary.

There were no members of the public with general commentary and staff had not received any general public commentary prior to the meeting.

Chairman T. Roswick closed the floor to public commentary.

Request to approve/deny the Plat of Subdivision for the properties located at 28884 and 28936 N. IL Route 83.

The commission discussed the plat of subdivision, map amendment, and all variation requests. The commission noted that if a fence were installed along the whole length of the property line, including the front yard, it would require a variation because fences are limited in height and style in the front yard. They indicated support for a fence

variation, but the Petitioner would need to return with a new petition. There was some discussion about the addition of the dormers. The commission discussed that they were all in support of the requested items.

S. Schneckloth moved, seconded by S. Petti a Motion to recommend approval of the Plat of Subdivision for the properties located at 28884 and 28936 N. IL Route 83.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Steven Petti
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Request to recommend approval/denial of a map amendment to rezone the properties located at 28884 and 28936 N. IL Route 83 from R1, Single Family Residential, to C-4, Shopping Center zoning district.

S. Schneckloth moved, seconded by J. Holden a **Motion** to recommend approval of a map amendment to rezone the properties located at 28884 and 28936 N. IL Route 83 from R1, Single Family Residential, to C-4, Shopping Center zoning district, and accepted the Findings of Fact as written.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Jennifer Holden
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Request to recommend approval/denial of a variation to Section 20.32.040 of the Zoning Ordinance requesting a waiver to allow the use of metal wall panels, a single roofline, and a reduction in facade design elements for the proposed C-4 Shopping Center zoning district at 28884 and 28936 N. IL Route 83.

S. Schneckloth moved, seconded by S. Petti a Motion to recommend approval of a variation to Section 20.32.040 of the Zoning Ordinance requesting a waiver to allow the use of metal wall panels, a single roofline, and a reduction in facade design elements for the proposed C-4 Shopping Center zoning district at 28884 and 28936 N. IL Route

83, and approved the Findings of Fact as written.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Steven Petti
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Request to recommend approval/denial of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing a reduction in the required number of parking spaces for an indoor amusement facility at 18884 and 28936 N. IL Route 83.

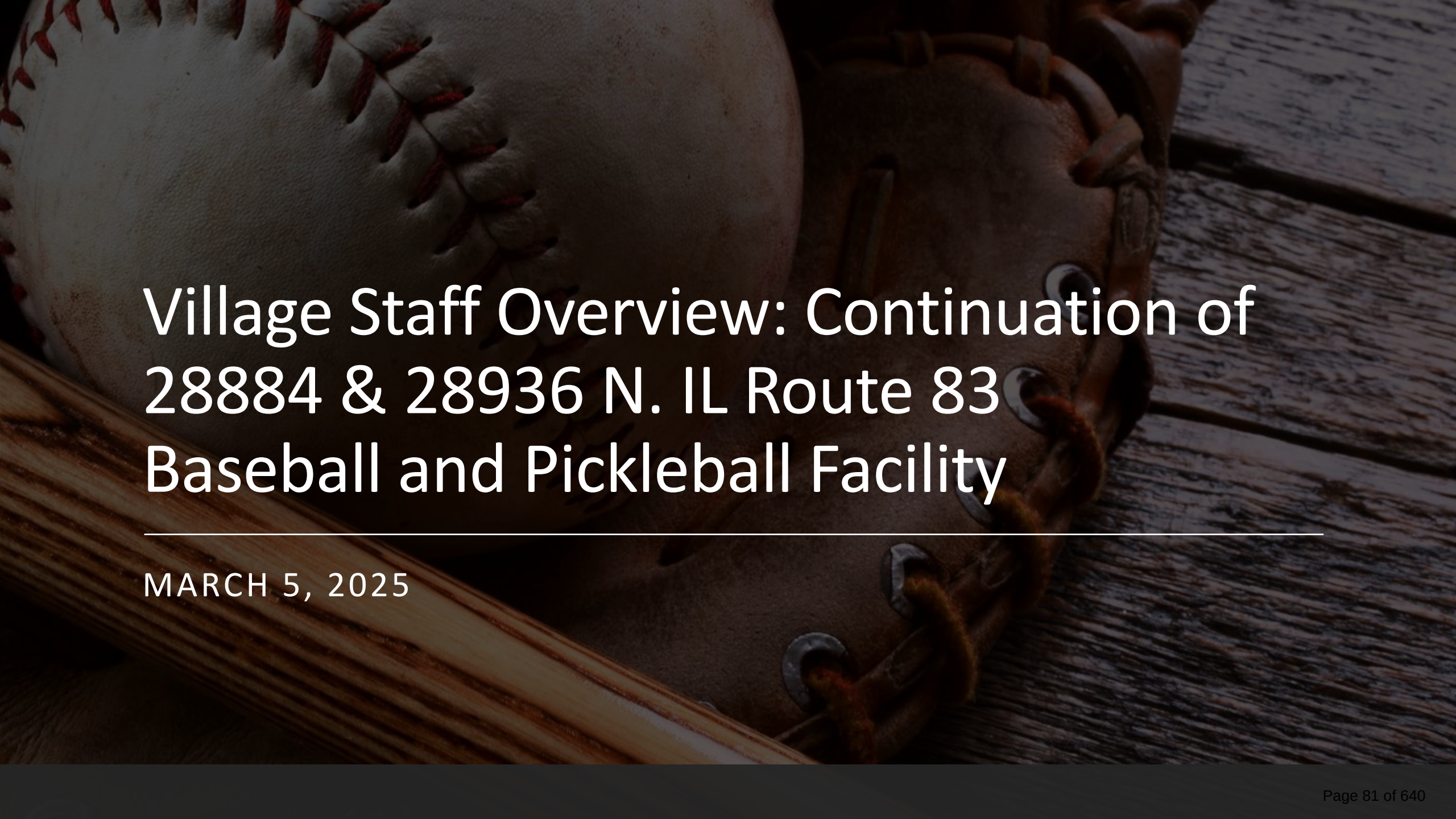
S. Schneckloth moved, seconded by S. Petti a Motion to recommend approval of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing a reduction in the required number of parking spaces for an indoor amusement facility at 18884 and 28936 N. IL Route 83, and approval of the Findings of Fact as written.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Steven Petti
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Close Public Hearing

The Planning and Zoning Commission closed the public hearing.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Kevin Anderson
SECONDER:	Commissioner Steven Petti
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

A close-up photograph of a baseball and a baseball glove resting on a wooden surface. The baseball is on the left, showing its white leather and red stitching. The glove is on the right, made of brown leather with visible lacing. The background is a rustic wooden plank.

Village Staff Overview: Continuation of 28884 & 28936 N. IL Route 83 Baseball and Pickleball Facility

MARCH 5, 2025



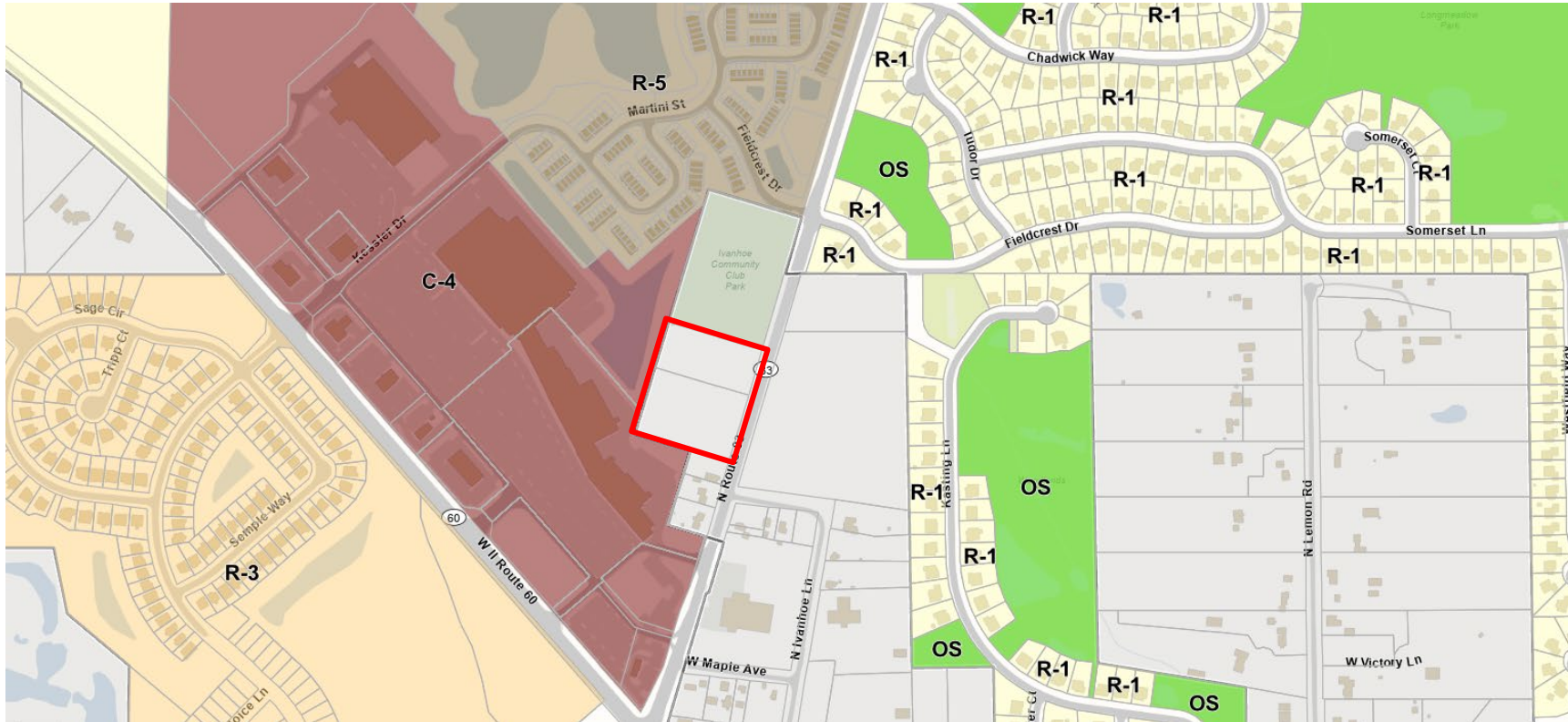
28884 & 28936 N. IL Route 83

Petitioner: Jerrold Fox - JFox Enterprises, LLC
Property Owner: Mark Muno - Fran 61, LLC

Current Zoning: Agriculture - Unincorporated
Lake County

Current Use: Vacant

Applications: Annexation, Map Amendment, (2)
Variance, and Plat of Subdivision



Location Map

Variance Request - Design

Section 20.32.040 outlines design standards for the G-4 Shopping Center District:

- Prohibits metal wall and roof panels
- Requires rooflines to be articulated with breaks in the façade. Structures must not run in a continuous plane for more than 100 feet without offset of the roof plane.
- Façade visible from the public rights-of-way must incorporate design elements to reduce the perceived scale of the building
- Blank walls are only permissible on the rear and side elevations
- Predominant façade colors must be subtle, neutral, or earth-tone colors.
- Structural bays must be 20 feet wide and articulated by columns or pilasters projecting at least 3 inches from the wall face



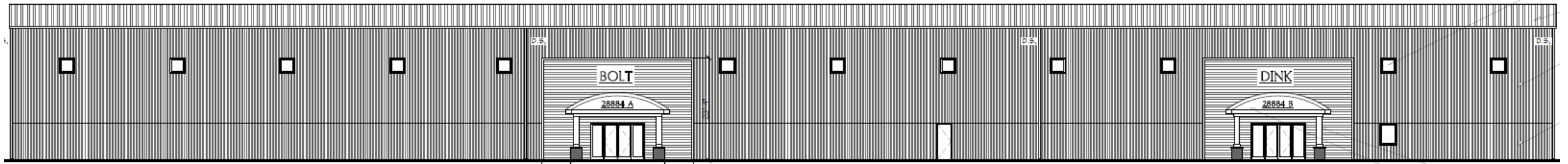
Original Request: Exterior Building

Two different-colored metal insulated wall panels

Metal insulated roof panels

Two main entrances

Clearstory windows



Original Variance Request

Requesting to build:

- A building with metal wall panels
- A building with metal insulated roof panels
- A building with a single roofline
- A building with minimal design elements on façade visible from the right-of-way. Design elements do not reduce the perceived scale of the building from the public right-of-way.



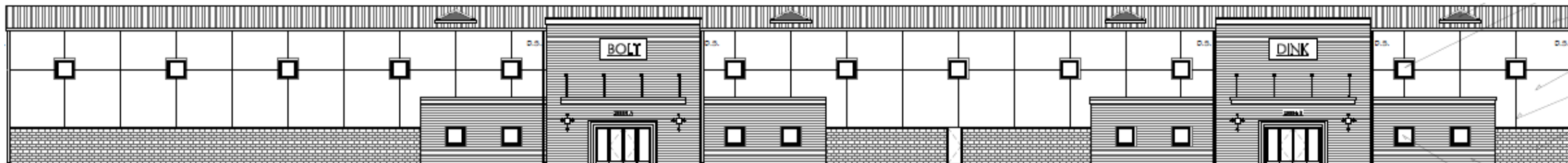
Revised Request: Exterior Building

Stucco panels, textured CMU block, and simulated wood panels

Metal insulated roof panels with roof vent gables

Two main entrances

Clearstory windows, and spandrel glass panels



Original Variance Request

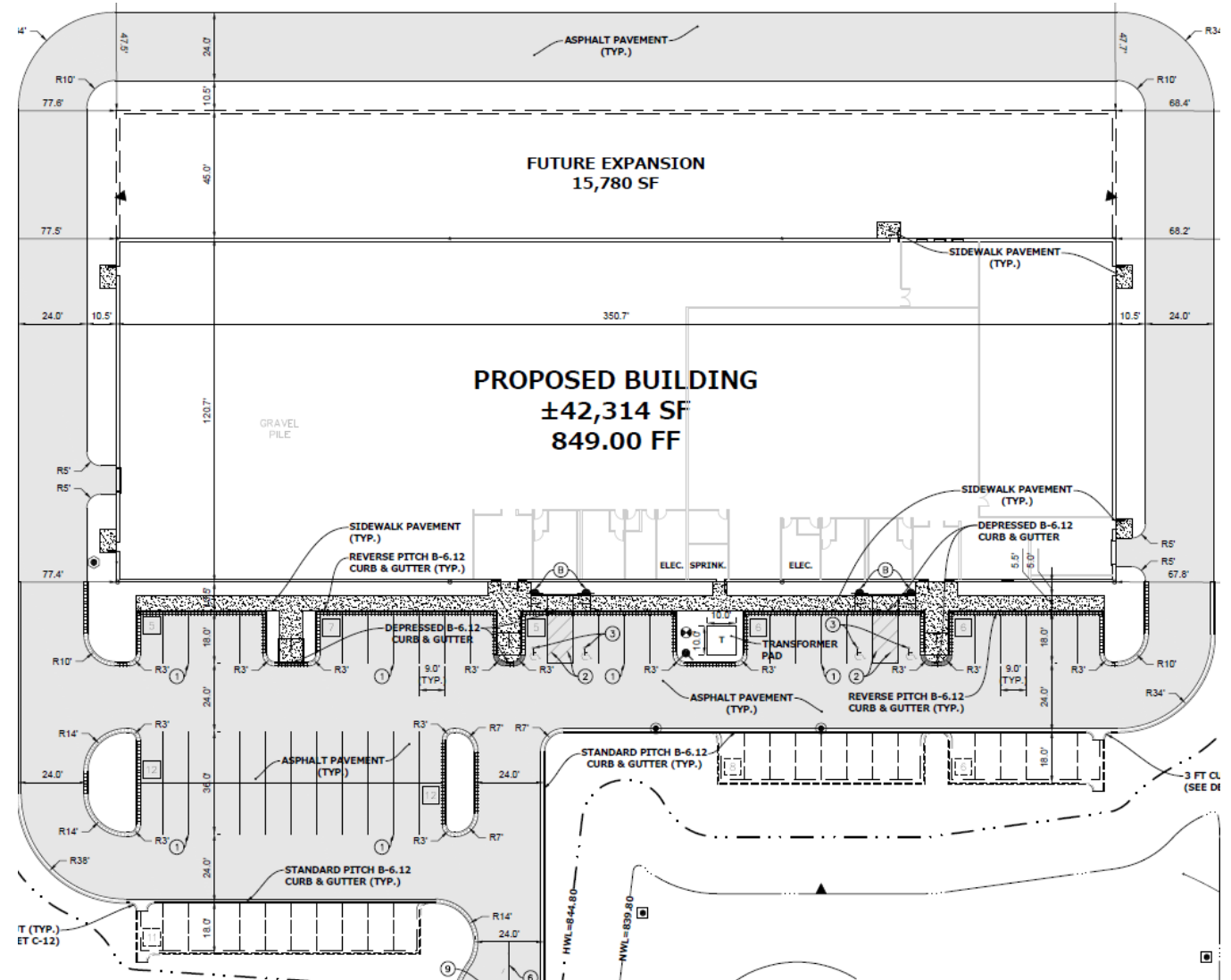
Requesting to build:

- A building with metal wall panels (sides and rear)
- A building with metal insulated roof panels
- A building with a single roofline
- A building with minimal design elements on façade visible from the right-of-way. Design elements do not reduce the perceived scale of the building from the public right-of-way.

Table 20.56-1 of Section 20.56.130 requires indoor amusement facilities to provide 3 spaces per 1,000 sq.ft. of public use area

Proposed 53 parking spaces

Total parking = 76



Revised Variance Request - Parking

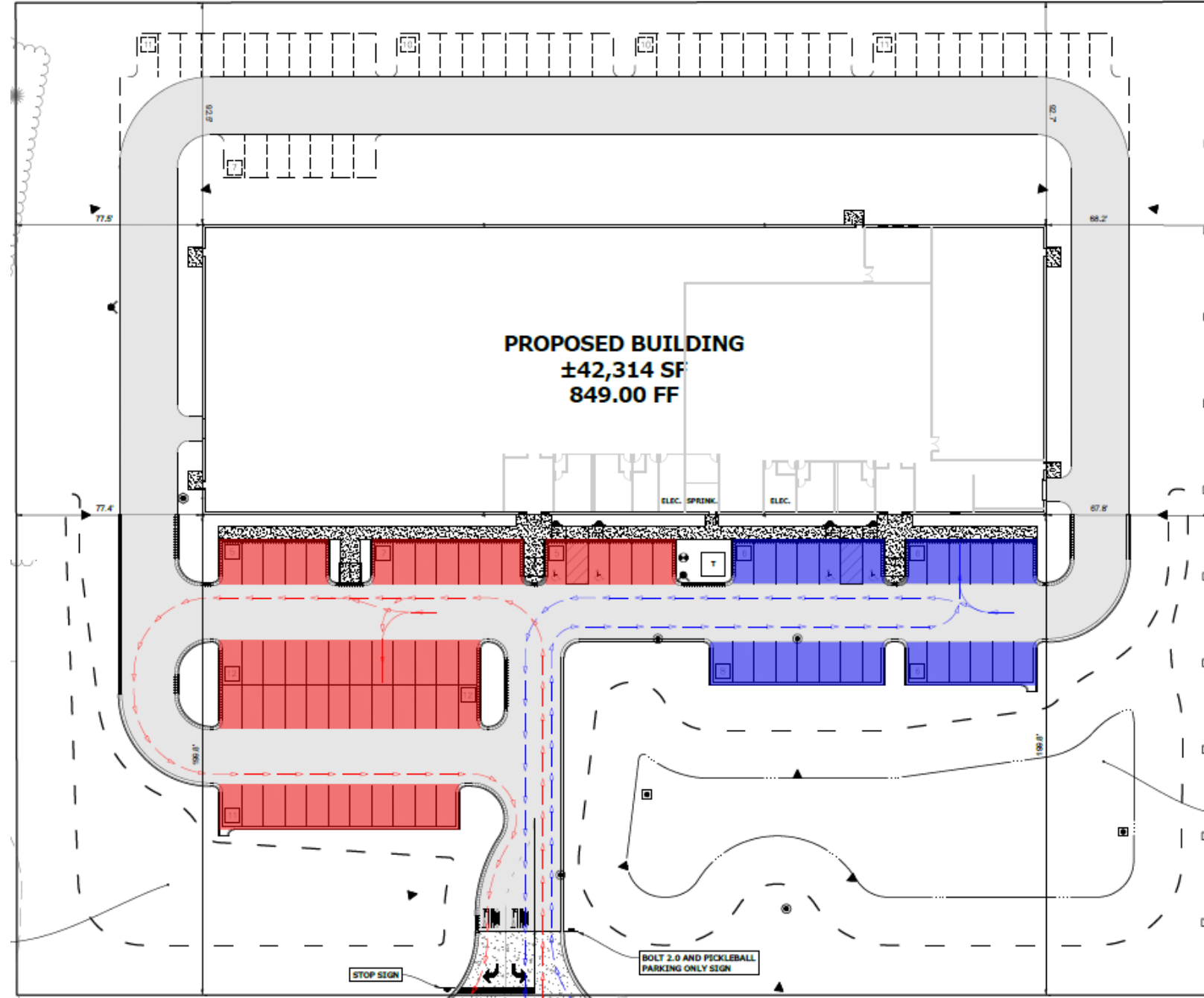
Table 20.56-1 of Section 20.56.130 requires indoor amusement facilities to provide 3 spaces per 1,000 sq.ft. of public use area

Required 127 parking spaces

Proposed 78 parking spaces

Future additional 49 parking spaces

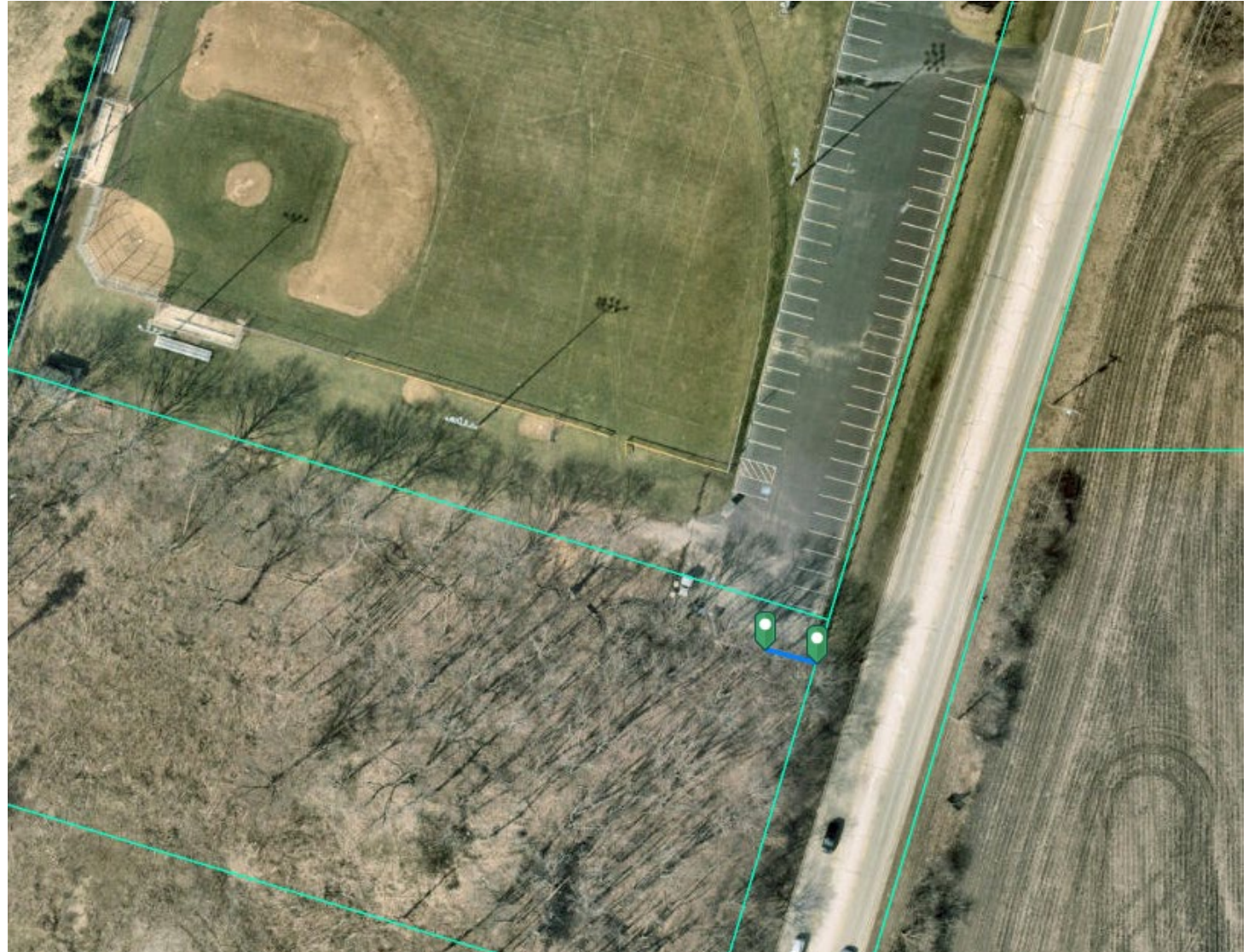
Total parking = 127



Fence

If a 6-foot fence is installed, it must meet the setback requirements.

The required front yard (first 25 feet) only allows for a 3-foot-tall open fence.



Recommendations

Motion to recommend **approval/denial** of the preliminary and final plat of subdivision for the properties located at 28884 and 28936 N. IL Route 83.

Motion to recommend **approval/denial** of a map amendment to rezone the properties located at 28884 and 28936 N. IL Route 83 from R1, Single Family Residential, to C-4, Shopping Center zoning district. **It is recommended that the following condition is considered: that a 6-foot or 8-foot fence be installed along the property line shared by Fremont Township.**

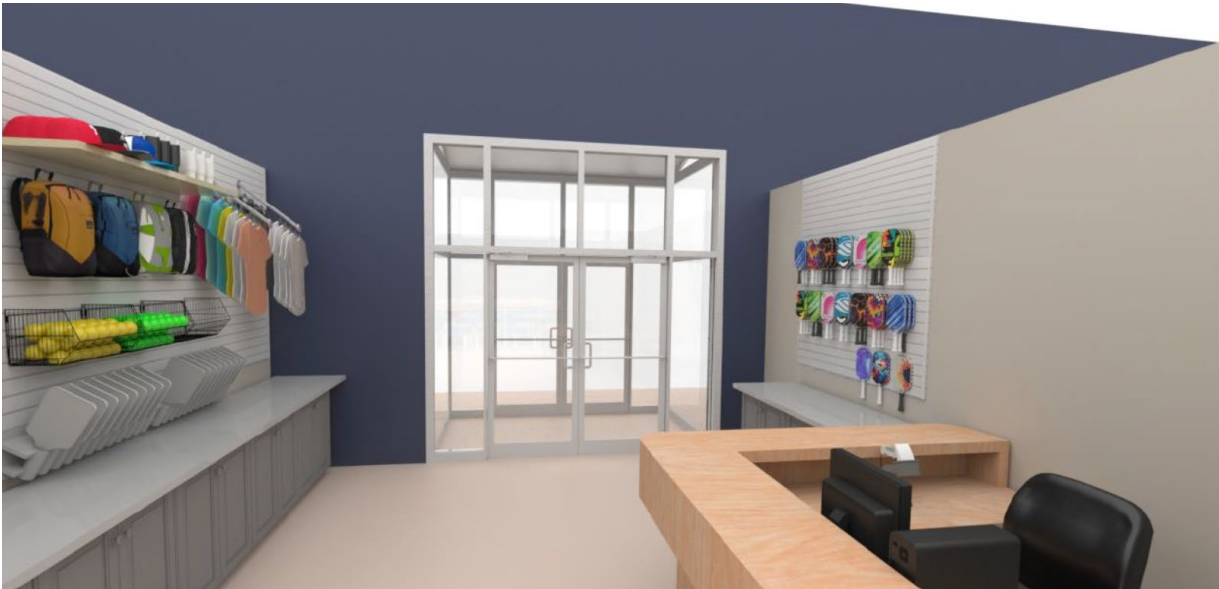
Motion to recommend **approval/denial** of a variation to Section 20.32.040 of the Zoning Ordinance, requesting a waiver to allow the use of metal wall panels, a single roofline, and a reduction in façade design elements for the proposed C-4 Shopping Center zoning district at 28884 and 28936 N. IL Route 83.

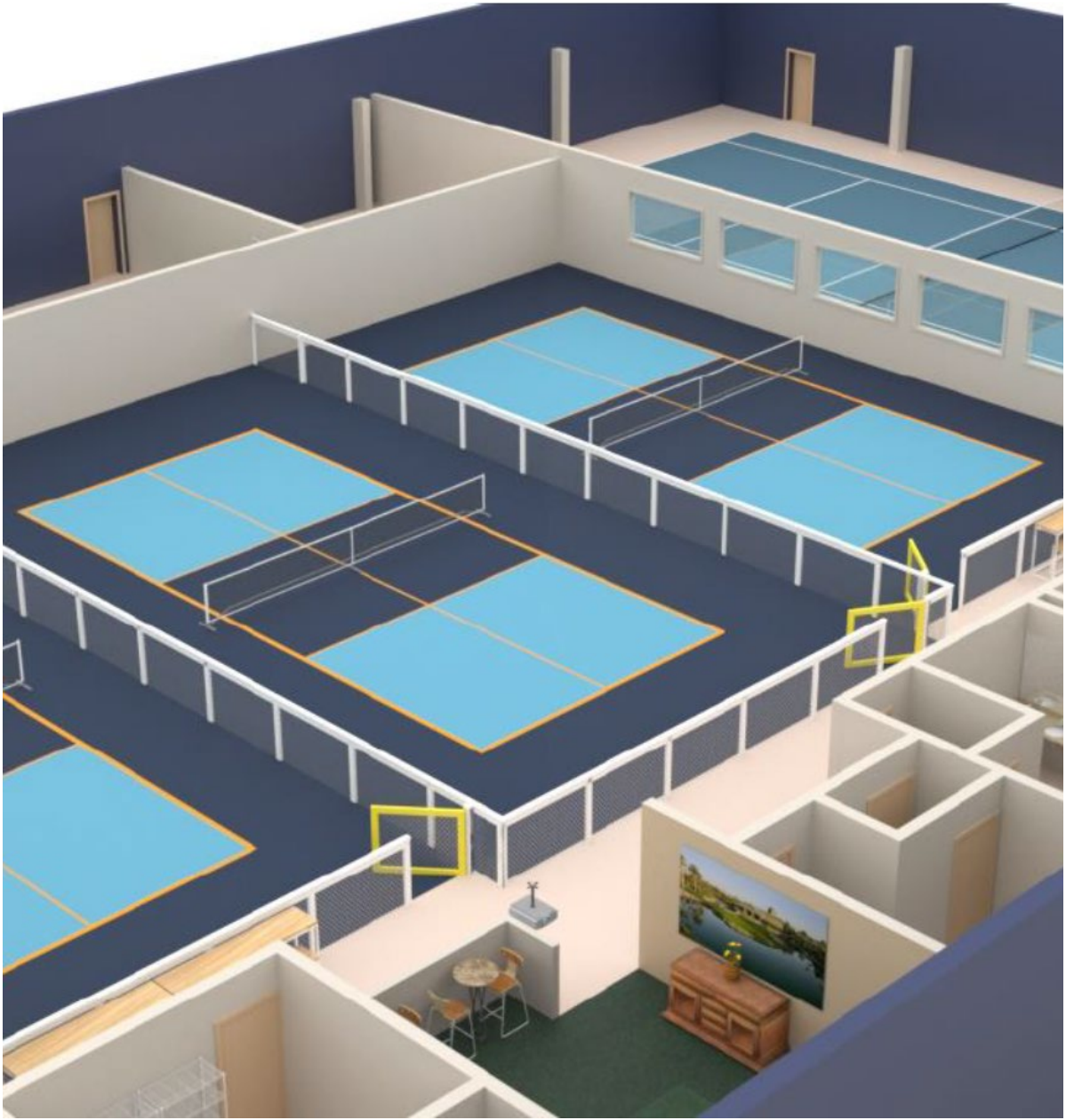
Motion to recommend **approval/denial** of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing a reduction in the required number of parking spaces for an indoor amusement facility at 28884 and 28936 N. IL Route 83.

It should also be noted that these requests are part of an annexation and annexation agreement requests to be considered by the Village Board. If there are additional concerns relevant to future uses or restrictions, those may be incorporated into the annexation agreement. It would be appropriate for the PZC to pass on any of those recommendations.

Appendix







FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-22-2024
PUBLIC HEARING DATE	February 19, 2025
VARIATION	Waiver to allow the use of metal wall panels, and a single roofline
DRAFT MOTION	Motion to recommend approval or denial of a variation to Section 20.32.040 of the Zoning Ordinance, requesting a waiver to allow the use of metal wall panels, a single roofline, and a reduction in façade design elements for the proposed C-4 Shopping Center zoning district at 28884 and 28936 N. IL Route 83.
On February 19, 2025, the Planning and Zoning Commission voted __ - __ for approval or denial of a variation Section 20.32.040 of the Zoning Ordinance, requesting a waiver to allow the use of metal wall panels, a single roofline, and a reduction in façade design elements for the proposed C-4 Shopping Center zoning district at 28884 and 28936 N. IL Route 83.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
DRAFT APPROVAL	The strict enforcement of this Ordinance would impose undue hardship on the Petitioner, as the proposed zoning (C-4 Shopping Center) is designed for large strip malls, not for specialized uses such as baseball and pickleball facilities.
DRAFT DENIAL	The Commission determined that the strict application of the terms of this Ordinance would not result in undue hardship for the Petitioner. The Petitioner did not sufficiently demonstrate any hardship or unique circumstances specific to the Subject Property. The project involves new construction, and there are ample opportunities to comply with the code as written.
2. The plight of the owner is due to unique circumstances;	
DRAFT APPROVAL	The property is subject to unique circumstances, as the Zoning Ordinance does not account for all potential uses, particularly those arising from factors beyond the control of the Petitioner and Property Owner.
DRAFT DENIAL	The plight of the owner is not due to unique circumstances since the Zoning Ordinance intentionally requires design guidelines for all districts.
3. The variation, if granted, will not alter the essential character of the locality;	
DRAFT APPROVAL	The requested variation will not alter the essential character of the locality, as the proposed use aligns with the recreational activities already present adjacent to the Subject Property. Additionally, to better integrate the development with its surroundings, the Petitioner has replaced the metal material on the front façade with more aesthetically pleasing alternatives, reducing the visual impact of the large building and metal panels.
DRAFT DENIAL	If the variation is granted, it would alter the essential character of the locality by increasing traffic in the area and introducing a large pole barn to a historically residential neighborhood.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
DRAFT APPROVAL	The shape and size of the Subject Property, along with the characteristics of the surrounding area, create a hardship for the property owner, distinguishing it from a mere inconvenience, if the strict application of the regulations is enforced. Adhering strictly to the Zoning Ordinance would result in a structure more akin to a multi-unit shopping center than a sports facility. To address this, the Petitioner has replaced the metal material on the front façade with more aesthetically pleasing alternatives, aligning with the requirements of the proposed district. Additionally, a single roofline is essential for achieving the necessary high ceilings for a baseball and pickleball facility.
DRAFT DENIAL	The Commission finds that the shape, surroundings, and topographical conditions of the property do not create a hardship. The Petitioner failed to demonstrate any unique circumstances or hardships specific to the Subject Property. As the proposed project involves new construction, there are ample opportunities to comply with the code.

2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
<i>DRAFT APPROVAL</i>	The Commission finds that the Petitioner has successfully demonstrated that the requested variation was not caused by any person currently holding a proprietary interest in the Subject Property.
<i>DRAFT DENIAL</i>	The Commission finds that the Petitioner has created this hardship and could design a more aesthetically pleasing sports facility, similar to those developed by other companies across the country.
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
<i>DRAFT APPROVAL</i>	The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.
<i>DRAFT DENIAL</i>	The granting of the requested variation will be detrimental to the public welfare in which the property is located.
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
<i>DRAFT DENIAL</i>	The proposed variation will impair the adequate supply of light and air to adjacent properties, significantly increase congestion on public streets, and negatively impact property values within the neighborhood. The construction of a large facility that does not adhere to the required design guidelines will make it stand out from its surroundings.
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
<i>DRAFT DENIAL</i>	The Commission finds that the proposed variation is inconsistent with the Zoning Ordinance, which outlines specific regulations for design requirements on commercial properties. The Petitioner did not adequately demonstrate any hardship or unique circumstances specific to the Subject Property.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
<i>DRAFT APPROVAL</i>	The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
<i>DRAFT DENIAL</i>	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – MAP AMENDMENT

CASE NUMBER	PZC-22-2024
PUBLIC HEARING DATE	February 19, 2025
Map Amendment	Rezone from R-1 Single Family Residential to C-4 Shopping Center
DRAFT MOTION	Motion to recommend approval or denial of a Map Amendment to rezone 28884 and 28936 N. IL Route 83 from R-1 Single Family Residential Zoning District to C-4 Shopping Center.
On February 19, 2025, the Planning and Zoning Commission voted ___-___ for approval or denial of a Map Amendment to rezone 28884 and 28936 N. IL Route 83 from R-1 Single Family Residential Zoning District to C-4 Shopping Center.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The existing use and zoning of nearby property;	
<i>DRAFT APPROVAL</i>	The Commission finds the surrounding properties within the Village of Mundelein to be zoned C-4 Shopping Center.
<i>DRAFT DENIAL</i>	The Commission determined that, although the adjacent property in the Village of Mundelein is zoned C-4 Shopping Center, the majority of the land to the north and south lies within Unincorporated Lake County, where it is zoned for Agriculture and Residential use.
2. The extent to which property values of the subject property are diminished by the existing zoning;	
<i>DRAFT APPROVAL</i>	The Commission finds that the current zoning extremely limits the permitted uses on the property and significantly decreases the value of the property.
<i>DRAFT DENIAL</i>	The Commission finds that the current zoning does not limit the permitted uses on the property and does not decrease the value of the property.
3. The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village;	
<i>DRAFT APPROVAL</i>	The Commission finds the proposed map amendment promotes the public health, safety, and welfare of the Village as it will enable the future construction of a commercial facility to match the adjacent properties within the Village of Mundelein. Construction of a commercial facility at the property will increase the Village's tax base without placing additional strain on Village infrastructure and may positively impact the assessed values of the surrounding properties.
<i>DRAFT DENIAL</i>	The Commission finds the proposed map amendment does not promote the public health, safety, and welfare of the Village as it is in the middle of an agricultural zoning area in Unincorporated Lake County.
4. The relative gain to the public, as compared to the hardship imposed upon the applicant;	
<i>DRAFT APPROVAL</i>	The Commission finds that finds that the public gains a more off a zoned commercial piece than residential, which may lead to an earlier development and increased commercial tax base. If the rezoning were not approved, the property may continue to sit vacant.
<i>DRAFT DENIAL</i>	The Commission finds that there is no public gain, as compared to the hardship imposed upon the applicant.
5. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for 1 or more uses permitted under the existing zoning classification;	
<i>DRAFT APPROVAL</i>	The Commission finds that the topography of the site, the proximity to residential properties, the close proximity to an existing baseball field, and proximity to a shopping center, this site is well suited for commercial development.
<i>DRAFT DENIAL</i>	The Commission finds that given the topography of the site, the proximity to residential properties, the mature trees located on the land, and the vicinity to an existing large shopping center, this site is not well suited for commercial development.
6. The length of time that a property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;	
<i>DRAFT APPROVAL</i>	The Commission finds that the Subject Property has remained vacant since the early 2000s. It is zoned as Agriculture in Unincorporated Lake County. Despite its potential for both residential and agricultural use, development has not progressed due to various challenges associated with the site. These challenges have deterred potential developers from pursuing projects on the property.

<i>DRAFT DENIAL</i>	The Commission finds that the Subject Properties have been vacant and zoned for Agriculture since the early 2000s, following the prior presence of a residential dwelling on the site.
7. The evidence, or lack of evidence, of community need for the use proposed by the applicant;	
<i>DRAFT APPROVAL</i>	The Commission finds that there is ample evidence to support the community's need for the proposed use by the Petitioner.
<i>DRAFT DENIAL</i>	The Commission finds that there is insufficient evidence to demonstrate a current need for the proposed use by the Petitioner. Furthermore, the Village's Comprehensive Plan designates this area as Multi-Family Residential.
8. The consistency of the proposed amendment with the Comprehensive Plan;	
<i>DRAFT APPROVAL</i>	The Commission recognizes that the land use designations in the Comprehensive Plan are flexible enough to accommodate unforeseen developments as long as they support the community's broader goals.
<i>DRAFT DENIAL</i>	The Village's Comprehensive Plan designates the Subject Properties for future development as a multi-family residential district. Therefore, the properties should continue to follow the residential use designation, as reflected in the plan.
9. That the proposed amendment will benefit the residents of the Village as a whole, and not just the applicant, property owner(s), neighbors of any property under consideration, or other special interest groups, and the extent to which the proposed use would be in the public interest and would not serve solely on the interest of the applicant;	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed amendment will benefit both the surrounding neighborhoods and the broader community by providing additional indoor athletic facilities to meet a high demand.
<i>DRAFT DENIAL</i>	The Commission finds that the proposed amendment will not benefit the surrounding neighborhoods or the broader community, as it is expected to increase traffic congestion and add facilities to a use that does not currently have high demand. Furthermore, there is a greater demand for residential dwellings in the area.
10. The extent to which the proposed amendment creates nonconformities;	
<i>DRAFT APPROVAL</i>	The Commission finds the proposed amendment will not create new nonconformities.
<i>DRAFT DENIAL</i>	The Commission finds that the proposed amendment will create new nonconformities.
11. The trend of development, if any, in the general area of the property in question; and	
<i>DRAFT APPROVAL</i>	The Commission finds the proposed amendment is in line with the overall trend of commercial development in the surrounding area.
<i>DRAFT DENIAL</i>	The Commission finds the proposed amendment not to be in line with the overall trend in the surrounding area. This area is more residential than commercial.
12. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted.	
<i>DRAFT APPROVAL</i>	The Commission finds that adequate public facilities, including water and sewer lines, police and fire protection, and roads are all available to the Subject Property. Any new on-site facilities necessary will be provided as part of the future development of the subject property.
<i>DRAFT DENIAL</i>	The Commission finds that there are no adequate public facilities, including water and sewer lines, police and fire protection, and roads available to the Subject Property.

FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-22-2024
PUBLIC HEARING DATE	February 19, 2025
VARIATION	Reduction in the required number of parking spaces
DRAFT MOTION	Motion to recommend approval or denial of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing a reduction in the required number of parking spaces for an indoor amusement facility at 28884 and 28936 N. IL Route 83.
On February 19, 2025, the Planning and Zoning Commission voted ___-___ for approval or denial of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing a reduction in the required number of parking spaces for an indoor amusement facility at 28884 and 28936 N. IL Route 83.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
DRAFT APPROVAL	The strict enforcement of this Ordinance would impose undue hardship on the Petitioner, as the proposed use is of a low intensity, with the facility not operating at full capacity on a consistent basis. This is due to the limitations placed on the capacity of both the courts and the batting cages. Additionally, the majority of the facility's users are minors who do not drive, significantly reducing the need for parking spaces. As such, the application of these parking requirements is disproportionate to the actual demand.
DRAFT DENIAL	The Commission determined that the strict application of the terms of this Ordinance would not cause undue hardship for the Petitioner. The Petitioner failed to adequately demonstrate any hardship or unique circumstances specific to the Subject Property. The project involves new construction, and there is sufficient space available to accommodate all required parking spaces.
2. The plight of the owner is due to unique circumstances;	
DRAFT APPROVAL	The property is subject to unique circumstances, as the Zoning Ordinance does not account for all potential uses, particularly those arising from factors beyond the control of the Petitioner and Property Owner. The Petitioner has successfully operated their business at a different location with fewer parking spaces, without encountering significant parking issues, further demonstrating that the demand for parking may be less than the Ordinance anticipates. Furthermore, the Petitioner has designated an area for potential future parking expansion, ensuring that the minimum parking requirements are met.
DRAFT DENIAL	The plight of the owner is not due to unique circumstances since the Zoning Ordinance intentionally requires minimum parking requirements for all uses.
3. The variation, if granted, will not alter the essential character of the locality;	
DRAFT APPROVAL	The requested variation will not alter the essential character of the locality, as the proposed use aligns with the recreational activities already present adjacent to the Subject Property. Additionally, the proposed use will not result in an increase in traffic. To further integrate the development with its surroundings, the Petitioner plans to install landscaping throughout the property, which will help mitigate the visual impact of the asphalt.
DRAFT DENIAL	If the variation is granted, it will alter the essential character of the locality by increasing traffic in the area, needing sufficient parking spaces on the property.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
DRAFT APPROVAL	The shape and size of the Subject Property, as well as the characteristics of the surrounding area, impose a hardship on the property owner, distinguishing it from a mere inconvenience, if the strict application of the regulations is enforced. Adhering to the letter of the Zoning Ordinance would require the removal of more greenery to accommodate additional parking, which would negatively impact the property's environmental and aesthetic quality.

<i>DRAFT DENIAL</i>	The Commission finds that the shape, surroundings, and topographical conditions of the property do not create a hardship. The Petitioner did not sufficiently demonstrate any unique circumstances or hardships specific to the Subject Property. The proposed project is new construction and offers ample space to accommodate the required parking.
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
<i>DRAFT APPROVAL</i>	The Commission finds that the Petitioner has successfully demonstrated that the requested variation was not caused by any person currently holding a proprietary interest in the Subject Property. The proposed use requires fewer parking spaces than those mandated by the Zoning Ordinance, which bases parking requirements on the total square footage of the building accessible to the public.
<i>DRAFT DENIAL</i>	The Commission finds that the petitioner has created this hardship, and the petitioner could build more parking spaces followed the requirements in the Zoning Ordinance.
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
<i>DRAFT APPROVAL</i>	The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.
<i>DRAFT DENIAL</i>	The granting of the requested variation will be detrimental to the public welfare in which the property is located as it will increase occupancy and foot traffic to an existing residential and agricultural area.
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
<i>DRAFT DENIAL</i>	The proposed variation will impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, and impair property values within the neighborhood by building a new facility with minimal parking spaces.
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
<i>DRAFT DENIAL</i>	The Commission finds that the proposed variation is inconsistent with the Zoning Ordinance, which outlines specific regulations for minimum parking requirements on commercial properties. The Petitioner did not adequately demonstrate any hardship or unique circumstances specific to the Subject Property.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
<i>DRAFT APPROVAL</i>	The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
<i>DRAFT DENIAL</i>	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – MAP AMENDMENT

CASE NUMBER	PZC-22-2024
PUBLIC HEARING DATE	February 19, 2025
DRAFT MOTION	Motion by S. Schneckloth seconded by J. Holden to recommend approval of a Map Amendment to rezone 28884 and 28936 N. IL Route 83 from R-1 Single Family Residential Zoning District to C-4 Shopping Center.
On March 5, 2025, the Planning and Zoning Commission voted 6-0 for approval of a Map Amendment to rezone 28884 and 28936 N. IL Route 83 from R-1 Single Family Residential Zoning District to C-4 Shopping Center.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The existing use and zoning of nearby property;	
The Commission finds the surrounding properties within the Village of Mundelein to be zoned C-4 Shopping Center.	
2. The extent to which property values of the subject property are diminished by the existing zoning;	
The Commission finds that the current zoning extremely limits the permitted uses on the property and significantly decreases the value of the property.	
3. The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village;	
The Commission finds the proposed map amendment promotes the public health, safety, and welfare of the Village as it will enable the future construction of a commercial facility to match the adjacent properties within the Village of Mundelein. Construction of a commercial facility at the property will increase the Village's tax base without placing additional strain on Village infrastructure and may positively impact the assessed values of the surrounding properties.	
4. The relative gain to the public, as compared to the hardship imposed upon the applicant;	
The Commission finds that finds that the public gains a more off a zoned commercial piece than residential, which may lead to an earlier development and increased commercial tax base. If the rezoning were not approved, the property may continue to sit vacant.	
5. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for 1 or more uses permitted under the existing zoning classification;	
The Commission finds that the topography of the site, the proximity to residential properties, the close proximity to an existing baseball field, and proximity to a shopping center, this site is well suited for commercial development.	
6. The length of time that a property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;	
The Commission finds that the Subject Property has remained vacant since the early 2000s. It is zoned as Agriculture in Unincorporated Lake County. Despite its potential for both residential and agricultural use, development has not progressed due to various challenges associated with the site. These challenges have deterred potential developers from pursuing projects on the property.	
7. The evidence, or lack of evidence, of community need for the use proposed by the applicant;	
The Commission finds that there is ample evidence to support the community's need for the proposed use by the Petitioner.	
8. The consistency of the proposed amendment with the Comprehensive Plan;	
The Commission recognizes that the land use designations in the Comprehensive Plan are flexible enough to accommodate unforeseen developments as long as they support the community's broader goals.	
9. That the proposed amendment will benefit the residents of the Village as a whole, and not just the applicant, property owner(s), neighbors of any property under consideration, or other special interest groups, and the extent to which the proposed use would be in the public interest and would not serve solely on the interest of the applicant;	
The Commission finds that the proposed amendment will benefit both the surrounding neighborhoods and the broader community by providing additional indoor athletic facilities to meet a high demand.	
10. The extent to which the proposed amendment creates nonconformities;	
The Commission finds the proposed amendment will not create new nonconformities.	
11. The trend of development, if any, in the general area of the property in question; and	
The Commission finds the proposed amendment is in line with the overall trend of commercial development in the surrounding area.	

12. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted.

The Commission finds that adequate public facilities, including water and sewer lines, police and fire protection, and roads are all available to the Subject Property. Any new on-site facilities necessary will be provided as part of the future development of the subject property.

FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-22-2024
PUBLIC HEARING DATE	February 19, 2025
DRAFT MOTION	Motion by S. Schneckloth seconded by S. Petti to recommend approval of a variation to Section 20.32.040 of the Zoning Ordinance, requesting a waiver to allow the use of metal wall panels, a single roofline, and a reduction in façade design elements for the proposed C-4 Shopping Center zoning district at 28884 and 28936 N. IL Route 83.
On February 19, 2025, the Planning and Zoning Commission voted 6-0 for approval of a variation Section 20.32.040 of the Zoning Ordinance, requesting a waiver to allow the use of metal wall panels, a single roofline, and a reduction in façade design elements for the proposed C-4 Shopping Center zoning district at 28884 and 28936 N. IL Route 83.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
The strict enforcement of this Ordinance would impose undue hardship on the Petitioner, as the proposed zoning (C-4 Shopping Center) is designed for large strip malls, not for specialized uses such as baseball and pickleball facilities.	
2. The plight of the owner is due to unique circumstances;	
The property is subject to unique circumstances, as the Zoning Ordinance does not account for all potential uses, particularly those arising from factors beyond the control of the Petitioner and Property Owner.	
3. The variation, if granted, will not alter the essential character of the locality;	
The requested variation will not alter the essential character of the locality, as the proposed use aligns with the recreational activities already present adjacent to the Subject Property. Additionally, to better integrate the development with its surroundings, the Petitioner has replaced the metal material on the front façade with more aesthetically pleasing alternatives, reducing the visual impact of the large building and metal panels.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The shape and size of the Subject Property, along with the characteristics of the surrounding area, create a hardship for the property owner, distinguishing it from a mere inconvenience, if the strict application of the regulations is enforced. Adhering strictly to the Zoning Ordinance would result in a structure more akin to a multi-unit shopping center than a sports facility. To address this, the Petitioner has replaced the metal material on the front façade with more aesthetically pleasing alternatives, aligning with the requirements of the proposed district. Additionally, a single roofline is essential for achieving the necessary high ceilings for a baseball and pickleball facility.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The Commission finds that the Petitioner has successfully demonstrated that the requested variation was not caused by any person currently holding a proprietary interest in the Subject Property.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	

6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-22-2024
PUBLIC HEARING DATE	February 19, 2025
DRAFT MOTION	Motion by S. Schneckloth seconded by S. Petti to recommend approval of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing a reduction in the required number of parking spaces for an indoor amusement facility at 28884 and 28936 N. IL Route 83.
On March 5, 2025, the Planning and Zoning Commission voted 6-0 for approval of a variation to Table 20.56-1 of Section 20.56.130 of the Zoning Ordinance, allowing a reduction in the required number of parking spaces for an indoor amusement facility at 28884 and 28936 N. IL Route 83.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
The strict enforcement of this Ordinance would impose undue hardship on the Petitioner, as the proposed use is of a low intensity, with the facility not operating at full capacity on a consistent basis. This is due to the limitations placed on the capacity of both the courts and the batting cages. Additionally, the majority of the facility's users are minors who do not drive, significantly reducing the need for parking spaces. As such, the application of these parking requirements is disproportionate to the actual demand.	
2. The plight of the owner is due to unique circumstances;	
The property is subject to unique circumstances, as the Zoning Ordinance does not account for all potential uses, particularly those arising from factors beyond the control of the Petitioner and Property Owner. The Petitioner has successfully operated their business at a different location with fewer parking spaces, without encountering significant parking issues, further demonstrating that the demand for parking may be less than the Ordinance anticipates. Furthermore, the Petitioner has designated an area for potential future parking expansion, ensuring that the minimum parking requirements are met.	
3. The variation, if granted, will not alter the essential character of the locality;	
The requested variation will not alter the essential character of the locality, as the proposed use aligns with the recreational activities already present adjacent to the Subject Property. Additionally, the proposed use will not result in an increase in traffic. To further integrate the development with its surroundings, the Petitioner plans to install landscaping throughout the property, which will help mitigate the visual impact of the asphalt.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The shape and size of the Subject Property, as well as the characteristics of the surrounding area, impose a hardship on the property owner, distinguishing it from a mere inconvenience, if the strict application of the regulations is enforced. Adhering to the letter of the Zoning Ordinance would require the removal of more greenery to accommodate additional parking, which would negatively impact the property's environmental and aesthetic quality.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The Commission finds that the Petitioner has successfully demonstrated that the requested variation was not caused by any person currently holding a proprietary interest in the Subject Property. The proposed use requires fewer parking spaces than those mandated by the Zoning Ordinance, which bases parking requirements on the total square footage of the building accessible to the public.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	

The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

TYPICAL PLANNING AND ZONING COMMISSION PROCESS

Meeting Schedule

The Planning and Zoning Commission consists of seven members who act as a recommending body to the Village Board. The Planning and Zoning Commission meet the first and third Wednesday of each month at the Village Hall, located at 300 Plaza Circle, Mundelein, Illinois. Meetings begin at 7:00 p.m.

Preliminary Conference

Prior to filling out this form you must first meet with a representative of Community Development to discuss the proposal and determine the necessary process for approval (see Exhibit A, Step A). If applicable, a concept plan consisting of measurable sketches with a scale/ruler, existing and proposed site data, and site photo(s) should be available for review by a planner. To schedule a preliminary conference, contact Community Development at (847) 949-3282.

Petition Submittal

Submit (1) legible copy, no larger than 11" x 17" of the full petition application to Community Development. The petition must be complete with all attachments. Applications and fees can be mailed to or dropped off at Community Development, 300 Plaza Circle, Mundelein, Illinois 60060. Community Development staff will review the application and may request additional materials prior to acceptance.

Internal Department Review

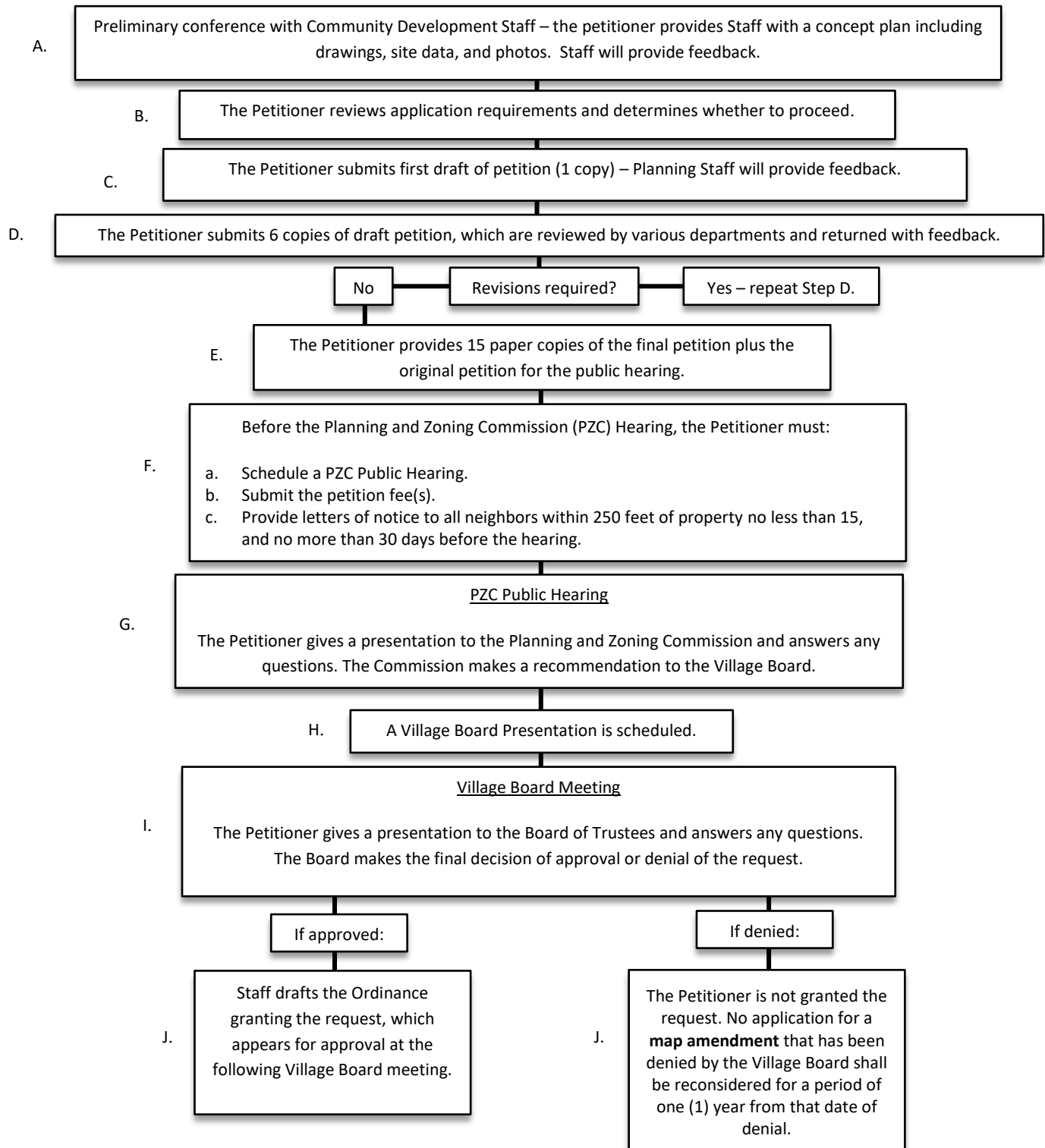
After Community Development accepts the Draft Petition the Fire, Police, Public Works and Engineering, Building Department, and Community Development Divisions will review the proposal and provide comments. Petitioners may be asked to provide additional and/or electronic copies of the petition at this time. Upon review, staff will provide feedback to the petitioner, if applicable. If it is determined that the documents are in compliance with Village codes, a Planning and Zoning Commission hearing will be scheduled. If changes are required, the petitioner shall resubmit revised plans for another departmental review, which will delay the date for a public hearing.

Final Petition

After all issues have been adequately addressed, staff will direct the petitioner to proceed with the final petition submittal (see Exhibit A, Steps E & F). The final petition submittal must include (1) paper copy plus the petition fee. Additional paper or digital copies of the petition may be requested at this time. The Planning and Zoning Commission shall evaluate the application, based upon the evidence presented at the public hearing, recommend approval, approval with conditions, or denial of the application, and forward its recommendation to the Village Board within (60) days (see Exhibit A, Step G). The Village Board shall consider the variation within (60) days of receipt of the Planning and Zoning Commission recommendation (see Exhibit A, Step I).

EXHIBIT A

PLANNING AND ZONING COMMISSION PROCESS FLOWCHART



The initial submittal must contain:

- ☒ Completed Application – Pages 4-10
- ☒ Current or accurate Plat of Survey or Preliminary Plat of Subdivision
 - a. (1) no larger than 11" x 17"
- ☒ Preliminary Drawings
 - a. Site Plan – indicating all site improvements, such as sign locations, screened trash container areas, loading docks, fire lanes, area lighting, parking, handicap parking, all dimensions and project data (building area, land area, floor area ratio, coverage, parking calculations, etc.)
 - b. Preliminary Floor Plan *(if applicable)*
 - c. Preliminary Building Elevations, including height *(if applicable)*
 - d. Tree Preservation Plan *(if applicable)* **Not Included**
 - e. Preliminary Engineering *(if applicable)*
- ☐ Analysis or Report justifying requested rezoning *(if applying for a map amendment)*
- ☒ Photos of the property
- ☒ Other Supporting Documentation *(if applicable)*
 - ☒ Traffic Impact Study
 - ☐ Market Study
 - ☐ Fiscal Impact Analysis
 - ☐ _____
 - ☐ _____
- ☒ Application fee *(Additional fees may apply if additional actions are required)*

VARIATION FEES	
Variation Type	Fee
Variation - Single Family Residential	\$150
Each Additional Variation	\$50 each
Without a Permit	\$200
Variation - Residential Developer	\$300
Each Additional Variation	\$50 each
Without a Permit	\$300
Variation - Non-Residential	\$300
Each Additional Variation	\$50 each
Without a Permit	\$600

SPECIAL USE PERMIT FEES	
Special Use Permit Type	Fee
Special Use Permit – Single Family Residential	\$125
Special Use Permit – Residential Developer	\$250
Special Use Permit – Non-Residential	\$450

MAP AMENDMENTS/REZONING FEES	
REZONING TYPE	Fee
Map Amendment – Residential Single Family	
<i>Less than 2 acres</i>	\$150
<i>2 acres, but less than 5 acres</i>	\$200
<i>5 acres, but less than 10 acres</i>	\$250
<i>10-20 acres</i>	\$300
<i>Each additional acre</i>	\$15 each
Map Amendment – Residential Developer	
<i>Less than 2 acres</i>	\$400
<i>2 acres, but less than 5 acres</i>	\$500
<i>5 acres, but less than 10 acres</i>	\$1,000
<i>10-20 acres</i>	\$1,500
<i>Each additional acre</i>	\$15 each
Map Amendment – Non-Residential	
<i>Less than 2 acres</i>	\$1,000
<i>2 acres, but less than 5 acres</i>	\$1,500
<i>5 acres, but less than 10 acres</i>	\$2,000
<i>10-20 acres</i>	\$2,500
<i>Each additional acre</i>	\$100 each

PLAT FILING FEES	
Plat Type (Preliminary Plats Exempt)	Fee
5 acres or less	\$500
More than 5 acres	\$1,000

Additional submittal requirements:

- ☒ Affidavit of Notification and Certified Mail receipts, return receipts, and undeliverable envelopes
(See Exhibit B and C. Must be submitted to Community Development prior to public hearing)

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 28884 & 28936 N IL Route 83, Mundelein, IL, 60060
Property Index Numbers (PIN) 1023100004 & 1023100005

Size of Property 204,841 s.f. / 4.7025 Ac. (sq. ft. / acres)
Size of Building Space 42,000 (sq. ft.)
Size of Space Utilized 42,000 s.f.

PETITIONER INFORMATION

Business/Org. Name JFox Enterprises
Name Jerry Fox
Title Owner
Address 207 Peregrine Ln
City, State, Zip Hawthorn Woods, IL 60047
Phone 847.438.1500
Email JFox@bishdisplay.com
Petitioner Status: ☐ Owner ☐ Lessee ☒ Contract Purchaser

ZONING

Current Zoning Unincorporated Lake County
Proposed Zoning Annex to R-1, Rezone to C-4
Current Use Vacant
Proposed Use Indoor Amusement

PROPERTY OWNER INFORMATION

Business/Org. Name _____
Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Email _____

SECTION(S) OF ZONING ORDINANCE: C-4 Shopping Center Zoning District - Section: 20.32-1

SECTION(S) OF COMPREHENSIVE PLAN (IF APPLICABLE): Amendment to the Future Land Use Plan : from Multi-Family Residential to Auto-Oriented Small- to Mid-Size Retail

DESCRIPTION OF PROPOSED VARIATION(S) *(Attach sheet if additional space is needed)*

Variation #1 - Requesting relief from Section 20.32.040 as it relates to specific building materials.

Variation #2 - Requesting relief from Table 20.56-1 regarding off-street parking requirements as it relates to the proposed development and use.

DESCRIPTION OF PROPOSED SPECIAL USE(S) *(Attach sheet if additional space is needed)*

N/A

DESCRIPTION OF PROPOSED MAP AMENDMENT(S) *(Attach sheet if additional space is needed)*

Upon annexation into the Village, the property defaults to R-1: Single Family Residential Zoning District, needing the Map Amendment to rezone it to C-4: Shopping Center, where indoor amusement is permitted.

PLAT REQUEST

- ☒ Preliminary Plat of Subdivision
☒ Final Plat of Subdivision
☐ Plat of Consolidation
☐ Plat of Vacation

STANDARDS FOR GRANTING A VARIATION

No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning and Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*):

- a. The strict application of the terms of this Ordinance will result in undue hardship.
- b. The plight of the owner is due to unique circumstances.
- c. The variation, if granted, will not alter the essential character of the locality

The Zoning Administrator, Planning and Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.

Please provide a detailed response to each of the following criteria (*attach additional pages, if necessary*):

- a. The particular physical surroundings, shape, or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations were to be carried out.
- b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.
- c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
- e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
- f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

STANDARDS FOR GRANTING A SPECIAL USE

No special use shall be recommended for approval by the Planning and Zoning Commission and approved by the Village Board unless it has made findings, based upon the evidence presented at the public hearing, to support each of the following conclusions. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*):

- a. The establishment, maintenance and operation of the special use in the specific location proposed will not endanger the public health, safety or general welfare of any portion of the community.
- b. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.
- c. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.
- d. The special use conforms to the applicable regulations of the zoning district in which it is to be located.

STANDARDS FOR GRANTING A MAP AMENDMENT

The Planning and Zoning Commission recommendation and the Village Board decision on any zoning amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Planning and Zoning Commission and the Village Board shall consider the following standards. The approval of amendments is based on a balancing of these standards.

Please provide a detailed response to each of the following criteria *(attach additional pages, if necessary):*

- a. The existing use and zoning of nearby property;
- b. The extent to which property values of the subject property are diminished by the existing zoning;
- c. The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village;
- d. The relative gain to the public, as compared to the hardship imposed upon the applicant;
- e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for 1 or more uses permitted under the existing zoning classification;
- f. The length of time that a property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;
- g. The evidence, or lack of evidence, of community need for the use proposed by the applicant;
- h. The consistency of the proposed amendment with the Comprehensive Plan;
- i. That the proposed amendment will benefit the residents of the Village as a whole, and not just the applicant, property owner(s), neighbors of any property under consideration, or other special interest groups, and the extent to which the proposed use would be in the public interest and would not serve solely on the interest of the applicant;
- j. The extent to which the proposed amendment creates nonconformities;
- k. The trend of development, if any, in the general area of the property in question; and
- l. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted.

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, _____, under oath, state that I am

_____ the sole)
_____ an) owner of the property
_____ an authorized officer of the)

commonly described as (Address) _____ and that such property is owned by
(Printed Name) _____ as of this date. As owner of the property, I do
hereby authorize _____ (Printed Name or Not Applicable) to represent me in the following
Planning and Zoning Commission/Village Board matter, _____
_____(Action).

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public Signature

(Address) 28884 & 28936 N IL Route 83, Mundelein, IL, 60060

If Owner or if Owner is a Corporation or Partnership:

Signature of Owner

Date _____

By

Title/Full Corporate Name

If Contract Purchaser:

Signature of Contract Purchaser

Date

By Jerry Fox

Owner / JFox Enterprises

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

Signature of Lessee

Date _____

By

Title/Full Corporate Name

REQUIRED SIGNATURES

The undersigned states under oath that he/she/they are the **Legal Owner(s)** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

The undersigned states under oath that he/she/they are the **Contract Purchaser** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Contract Purchaser: _____

Date: _____

Printed Name: Jerry Fox

Title: Owner

The undersigned states under oath that he/she/they are the **Lessee** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Lessee: _____

Date: _____

Printed Name: _____

Title: _____

EXHIBIT B

NOTIFICATION REQUIREMENTS

The petitioner is required to notify all property owners and taxpayers within two hundred and fifty (250) feet of the subject property **after the Planning and Zoning Commission hearing date has been scheduled and staff has given authorization to send.** (Please see Exhibit C for sample letter). The notification must be sent USPS Certified Mail, Return Receipt Requested. Mailing labels must contain the property owner name or taxpayer name, address, and property identification number (PIN). Notification must be postmarked no more than thirty (30) days and no less than fifteen (15) days prior to the public hearing date. All certified receipts must be submitted to Community Development. Petitioners can obtain property owner information from the following sources:

Lake County
18 North County Street
Waukegan, IL 60085
847-377-2323

Fremont Township
22376 West Erhart Road
Mundelein, Illinois 60060
847-223-2847
Fax 847-223-2858

Libertyville Township
359 Merrill Court
Libertyville, Illinois 60048
847-816-6800
Fax 847-816-0861

Vernon Township
3050 North Main Street
Buffalo Grove, IL 60089
847-634-4600
Fax 847-634-1569

A Public Hearing Notice sign is required on the subject property and will be placed by the Village. Postings of the public notice will be done no more than thirty (30) days and no less than fifteen (15) days prior to the public hearing date.

The Village will publish the notification in the *Daily Herald*. The *Daily Herald* requires five-day lead time for publishing public notices. Therefore, in order to have the notification published no later than fifteen (15) days prior to the public hearing, we must be able to provide the necessary information twenty one (21) days prior to the date of the hearing.

FAILURE TO COMPLY WITH THE NOTIFICATION REQUIREMENTS WILL CAUSE THE

PUBLIC HEARING TO BE POSTPONED

EXHIBIT C

NEIGHBOR NOTIFICATION LETTER SAMPLE

DATE _____

NOTICE TO ALL INTERESTED PARTIES

The Planning and Zoning Commission will address the petition for NAME/COMPANY (Case PZC-XX-YEAR), ADDRESS _____ Mundelein, concerning a petition requesting _____. The Planning and Zoning Commission will address this petition on DATE, at TIME, at the Village Hall, 300 Plaza Circle, Mundelein, Illinois. All interested parties may attend this meeting and voice their opinions and concerns.

If you have any questions, please do not hesitate to call Community Development at (847) 949-3282, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Sincerely,

AFFIDAVIT OF NOTIFICATION

(See Exhibit B)

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, _____, under oath, state that I am

_____ the sole)
_____ an) owner of the property
_____ an authorized officer of the)

hereby swear and affirm that in accordance with the provisions of Chapter 3.3 of the Zoning Ordinance, have notified by certified mail, return receipt requested, all property owners and taxpayers within 250 feet of the subject property, attached hereto as Exhibit A, on this _____ day of _____, 20____.

Signature

Subscribed and sworn to before me

this ____ day of _____, 20____.

Notary Public

SITE VISIT AUTHORIZATION

I hereby grant employees of the Village of Mundelein, their agents, and members of the Mundelein Planning and Zoning Commission permission to enter on the property located at the following address:

(Address) 28884 & 28936 N IL Route 83, Mundelein, IL, 60060

Visual inspection of the site shall be accomplished during reasonable hours to examine only those portions of the property relating to this application. This permission is granted in regards to the Mundelein Planning and Zoning Commission Petition for the above-cited property.

**If Owner or if Owner is a
Corporation or Partnership:**

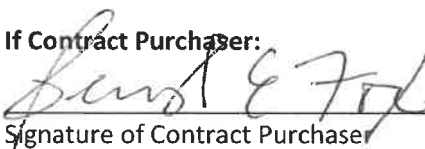
Signature of Owner

Date

By _____

Title/Full Corporate Name

If Contract Purchaser:


Signature of Contract Purchaser

Date

By Jerry Fox

Owner / JFox Enterprises

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

Signature of Lessee

Date

By _____

Title/Full Corporate Name

REQUIRED SIGNATURES

The undersigned states under oath that he/she/they are the **Legal Owner(s)** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

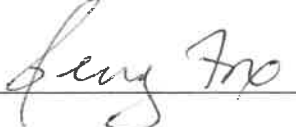
Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

The undersigned states under oath that he/she/they are the **Contract Purchaser** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Contract Purchaser: 

Date: 12/20/24

Printed Name: Jerry Fox

Title: Owner

The undersigned states under oath that he/she/they are the **Lessee** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Lessee: _____

Date: _____

Printed Name: _____

Title: _____

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, MARK MUNO, under oath, state that I am

X the sole)
_____ an) owner of the property
_____ an authorized officer of the)

commonly described as (Address) 28884+28936 N. 1L 83 and that such property is owned by

(Printed Name) FRAN 61-L-C-C- as of this date. As owner of the property, I do

hereby authorize Jerry Fox (Printed Name or Not Applicable) to represent me in the following

Planning and Zoning Commission/Village Board matter, ANNEXATION

(Action).

Mark Munro
Signature

Subscribed and sworn to before me

this 22nd day of January, 2025.



Erin Swanson
Notary Public Signature

SITE VISIT AUTHORIZATION

I hereby grant employees of the Village of Mundelein, their agents, and members of the Mundelein Planning and Zoning Commission permission to enter on the property located at the following address:

(Address) _____

Visual inspection of the site shall be accomplished during reasonable hours to examine only those portions of the property relating to this application. This permission is granted in regards to the Mundelein Planning and Zoning Commission Petition for the above-cited property.

**If Owner or if Owner is a
Corporation or Partnership:**

Mark Munro 1-22-25

Signature of Owner

Date

By MARK MUNRO

Owner
Title/Full Corporate Name

If Contract Purchaser:

Signature of Contract Purchaser

Date

By _____

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

Signature of Lessee

Date

By _____

Title/Full Corporate Name

REQUIRED SIGNATURES

The undersigned states under oath that he/she/they are the **Legal Owner(s)** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature (Owner): Mark Munro
Printed Name: MARK MUNRO

Date: 1-22-25
Title: Owner

Signature (Owner): _____
Printed Name: _____

Date: _____
Title: _____

The undersigned states under oath that he/she/they are the **Contract Purchaser** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Contract Purchaser: _____
Printed Name: _____

Date: _____
Title: _____

The undersigned states under oath that he/she/they are the **Lessee** of record of the realty described in this Planning and Zoning Commission Application, and the statements that he/she/they made in the foregoing application are true in substance and in fact.

Signature Lessee: _____
Printed Name: _____

Date: _____
Title: _____

STANDARDS FOR GRANTING A MAP AMENDMENT

Requesting a map amendment to the Future Land Use Plan upon annexation into the Village, the property defaults to R-1: Single Family Residential Zoning District, needing the Map Amendment to rezone it to C-4: Shopping Center, where indoor amusement is permitted.

a. The existing use and zoning of nearby property;

The site is located just south of the Ivanhoe Baseball Field, north of unincorporated single family home, west of vacant unincorporated land (farm field), and east of the rear of the Mundelein Crossing shopping center which includes loading docks and outdoor trash enclosures.

b. The extent to which property values of the subject property are diminished by the existing zoning;

The site has been vacant for many years and the existing Future Land Use Plan zoning does not support the current market. The rezoning allows for the property to become desirable and increase the value.

c. The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village;

The amendment allows for the development of the vacant land. This improves the stormwater drainage, access, and utilities in the area.

d. The relative gain to the public, as compared to the hardship imposed upon the applicant;

The public gains a non-for profit organization focused on the development of youth baseball players and athletes. This includes developing confidence, discipline, and athletic ability among many others through coaching and mentorship.

e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for 1 or more uses permitted under the existing zoning classification;

The site has been vacant for many years and the existing zoning does not support the current market at this location.

f. The length of time that a property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;

The site has been vacant for many years and currently unincorporated Lake County with an Agricultural Zoning.

g. The evidence, or lack of evidence, of community need for the use proposed by the applicant;

These facilities are very unique as they are designed to meet the evolving training demands of local youth baseball players and their development. While much of this has changed over the years, there is a significant importance in having a modern facility that is accessible year-round that provides the resources to assist in each players success. This facility will strengthen the community through positive leadership and mentorship to youth athletes.

h. The consistency of the proposed amendment with the Comprehensive Plan;

Requesting a map amendment to the Future Land Use Plan upon annexation into the Village, the property defaults to R-1: Single Family Residential Zoning District, needing the Map Amendment to rezone it to C-4: Shopping Center, where indoor amusement is permitted.

i. That the proposed amendment will benefit the residents of the Village as a whole, and not just the applicant, property owner(s), neighbors of any property under consideration, or other special interest

groups, and the extent to which the proposed use would be in the public interest and would not serve solely on the interest of the applicant;

This facility will strengthen the community through positive leadership and mentorship to youth athletes.

j. The extent to which the proposed amendment creates nonconformities;

The proposed amendment creates two (2) nonconformities; one building materials, and the other parking requirements.

k. The trend of development, if any, in the general area of the property in question; and

The trend of development in the area has been limited. When compared to the previous Future Land Use Plan, this use would strengthen the participants at the local Ivanhoe Baseball Field and local youth in the Village.

l. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to the development of the uses, which would be permitted on the subject property if the amendment were adopted.

The project is supported by Village utilities that are adjacent to the site. These utilities have capacity for the future use. Access is provided by IL Rt 83 which is under control by IDOT. The use does not impact the schools but would require less policing than the previous Shopping Center use.

STANDARDS FOR GRANTING A VARIATION

Requesting a variation from Section 20.32.040 as it relates to specific building materials. Due to the very unique use of the non-for-profit youth athletic training facility, the design incorporates metal building materials, walls without windows, and a single roof line.

a. The strict application of the terms of this Ordinance will result in undue hardship.

Section 20.32.040 does not allow for traditional metal panel buildings, walls without windows, and single roof line. Due to the nature of the use, a significant number of local youth baseballs players will be practicing in this facility. The metal panel architecture, accented by the covered entrances, provides the largest value to the youth players in terms of building size. Also, the single roof line provides the best opportunity for high ceilings to maximize types of training. Lastly, when training with windows in the facility, the sun can hinder the vision of the players indoors causing potential injury. With player safety in mind, windows were removed for this reason.

b. The plight of the owner is due to unique circumstances.

These facilities are very unique as they are designed to meet the evolving training demands of youth baseball players and their development. While much of this has changed over the years, there is a significant importance in having a modern facility that is accessible year-round that provides the resources to assist in each players success. These requested variances allow for this.

c. The variation, if granted, will not alter the essential character of the locality.

If a variation is granted, the described changes will not impact the local character. The proposed building is located just south of the Ivanhoe Baseball Field, north of unincorporated single family home, west of vacant unincorporated land (farm field), and east of the rear of the Mundelein Crossing shopping center which includes loading docks and outdoor trash enclosures.

Please provide a detailed response to each of the following criteria (attach additional pages, if necessary):

a. The particular physical surroundings, shape, or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations were to be carried out.

The physical size, shape, and topography of the lot restrict the building size causing the need for the variation.

b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

The alleged difficulty had not been created by any person having an interest in the property.

c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

The granting of the variation will not be detriment to the public welfare in the surrounding neighborhood.

d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

The proposed variation will not impair an adequate supply of light and air to adjacent property.

substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

The proposed variation is consistent with the spirit and intent of the Ordinance. This variation will have a positive impact on the community and youth.

f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

The property in question will be substantially reduced and limited by the current governing regulations.

STANDARDS FOR GRANTING A VARIATION

Requesting a variation from Table 20.56-1 regarding off-street parking requirements as it relates to the proposed development and use. The proposed classification of the development is Indoor Amusement Facility which requires 3 parking spaces per 1,000 building SF.

a. The strict application of the terms of this Ordinance will result in undue hardship.

In review of Table 20.56-1 and based on the current classification, the required parking is 127 spaces. The actual facility will require much less. Generally, there will be two teams of 15 kids with a couple coaches and a few people using the pickleball facility.

Peak Projected Parking Demands

- 2 Teams = 30 players
- Coaches = 6
- Facilities Staff = 2
- Pickleball = 8
- **TOTAL: 46 / PROVIDED: 53 Parking Stalls**

Note, a large percentage of the players are under 16 years old and are generally dropped off. This would further reduce the parking needed.

b. The plight of the owner is due to unique circumstances.

These facilities are very unique as they are designed to meet the evolving training demands of youth baseball players and their development. This building is being designed for a very specific use and the required parking is not representative of the actual use.

c. The variation, if granted, will not alter the essential character of the locality.

If a variation is granted, the described changes will not impact the local character. The proposed development is requesting a reduced parking count which lends itself to less traffic than the required classification.

Please provide a detailed response to each of the following criteria (attach additional pages, if necessary):

a. The particular physical surroundings, shape, or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations were to be carried out.

The physical size, shape, and topography of the lot restrict the building size causing the need for the variation.

b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.

The alleged difficulty had not been created by any person having an interest in the property.

c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.

The granting of the variation will not be detriment to the public welfare in the surrounding neighborhood.

d. The proposed variation will not impair an adequate supply of light and air to adjacent property,

substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

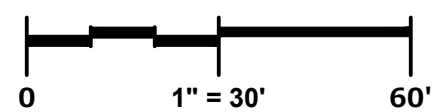
The proposed variation is consistent with the spirit and intent of the Ordinance. This variation will have a positive impact on the community and youth.

f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

The property in question will be substantially reduced and limited by the current governing regulations.

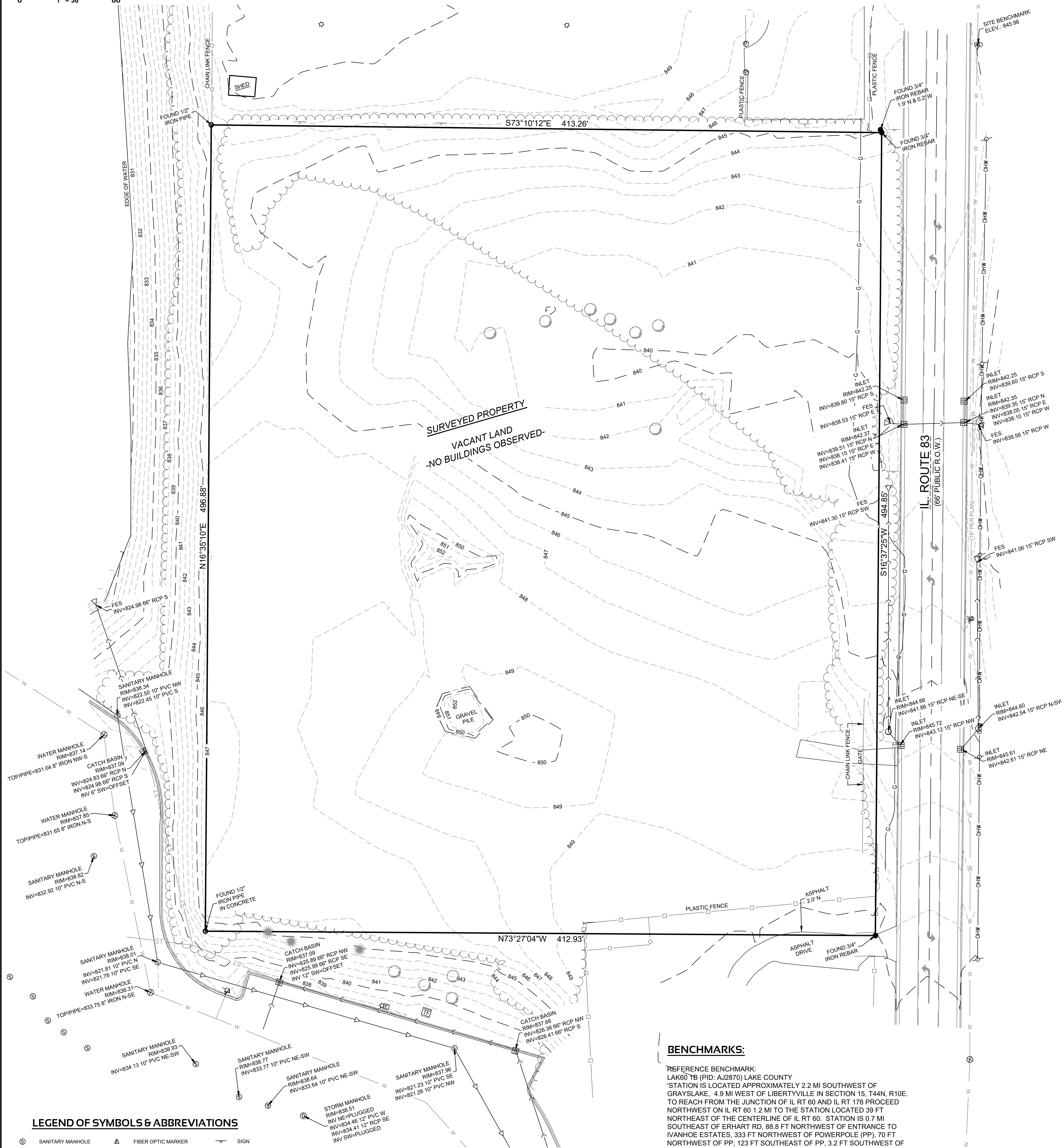


GRAPHICAL SCALE (FEET)



LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE NORTH 84 DEGREES 15 MINUTES EAST 3.81 CHAINS; THENCE NORTH 8 DEGREES 45 MINUTES EAST 23.21 CHAINS TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY; THENCE NORTH 17 DEGREES EAST ALONG THE CENTER OF SAID HIGHWAY, 4.50 CHAINS, WHICH IS THE PLACE OF BEGINNING OF THE PREMISES HEREBY DESCRIBED, AND RUNNING THENCE NORTH 73 DEGREES 6.75 CHAINS; THENCE NORTH 17 DEGREES EAST 7.50 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.75 CHAINS TO THE CENTER OF SAID HIGHWAY; THENCE SOUTH 17 DEGREES 7.50 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



LEGEND OF SYMBOLS & ABBREVIATIONS

⊙	SANITARY MANHOLE	▲	FIBER OPTIC MARKER	—	SIGN
⊙	STORM MANHOLE	⊙	FIBER OPTIC MANHOLE/VAULT	✉	MAIL BOX
□	STORM INLET	⊞	TELEPHONE PEDESTAL	⚓	FLAG POLE
□	CLEANOUT	⊞	TELEPHONE MANHOLE/VAULT	○	BASKETBALL HOOP
○	CATCH BASIN	▲	TELEPHONE MARKER	●	BOLLARD
⊞	LATERAL	⊞	TRANSFORMER	✕	CROSS CUT
⊞	UNKNOWN MANHOLE	⊞	ELECTRIC METER/PEDESTAL	—	IRON PIPE
⊞	WELL	⊞	ELECTRIC MANHOLE/VAULT	●	IRON REBAR/ROD
⊞	HYDRANT	⊞	CABLE TV RISER/BOX CABLE	●	MAG NAIL
⊞	WATER VALVE	⊞	TV MANHOLE/VAULT	■	SECTION MONUMENT
⊞	DOWN SPOUT	⊞	GAS VALVE	●	BENCH MARK
⊞	SPRINKLER VALVE	⊞	GAS METER	●	CONIFER TREE
⊞	WATER SHUT OFF	⊞	GAS MARKER	●	DECIDUOUS TREE
⊞	STANDPIPE	⊞	AIR CONDITIONING UNIT	●	BUSH
⊞	WATER MANHOLE	⊞	VENT	●	WETLAND SYMBOL
⊞	LIGHT LIGHT	⊞	DIRECTIONAL ARROW	—	CL = CENTERLINE
⊞	LIGHT POLE	⊞	DUMPSYTER	—	CONC. = CONCRETE
⊞	TRAFFIC SIGNAL POLE	⊞	HANDICAP STALL	—	EL. = ELEVATION
⊞	UTILITY POLE	⊞	SPOT ELEVATION	—	EXT. = EXISTING
⊞	GUY WIRE	⊞	FLARED END SECTION	—	INV. = INVERT
—		—	SANITARY SEWER	—	MON. = MONUMENT
—		—	STORM SEWER	—	P.O.B. = POINT OF BEGINNING
—		—	WATER MAIN	—	P.O.C. = POINT OF COMMENCEMENT
—		—	FIBER OPTIC LINE	—	R.O.W. = RIGHT OF WAY
—		—	TELEPHONE LINE	—	SEC. = SECTION
—		—	ELECTRIC LINE	—	SQ. FT. = SQUARE FEET
—		—	OVERHEAD WIRES	—	WI. = WITH
—		—	CABLE TELEVISION	—	(R) = RECORDED AS
—		—	GAS MAIN	—	(D) = DEEDED AS
—		—	TREE LINE		

GENERAL NOTES

- Survey prepared for: JFox Enterprises
- Field work completed on October 3, 2024
- No title or letter report was provided for this survey. Boundary based on field evidence.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 17097C0141L with an effective date of FEBRUARY 17, 2016. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Land Area: 204,839 Square Feet (4.7025 Acres).
- Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Contours are shown at a 1' interval based on actual ground survey of the current ground terrain.
- Underground utility locations shown are based on field location markings by J.U.L.I.E. ticket #X242681011 & #A242681183 with a clear date of September 27, 2024. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC, does not guarantee the location of utilities shown. Contact J.U.L.I.E. prior to the start of any activity. Underground utilities shown in gray are based upon plans and information furnished by the municipality and utility companies. While this information is believed to be reliable, its accuracy and completeness cannot be guaranteed nor certified to.
- No wetlands were delineated or observed in the process of conducting the fieldwork.

BENCHMARKS:

REFERENCE BENCHMARK:
LAK60 TB (PID: AJ2870) LAKE COUNTY
STATION IS LOCATED APPROXIMATELY 2.2 MI SOUTHWEST OF GRAYSLAKE, 4.9 MI WEST OF LIBERTYVILLE IN SECTION 15, T44N, R10E. TO REACH FROM THE JUNCTION OF IL RT 60 AND IL RT 176 PROCEED NORTHWEST ON IL RT 60 1.2 MI TO THE STATION LOCATED 39 FT NORTHEAST OF THE CENTERLINE OF IL RT 60. STATION IS 0.7 MI SOUTHEAST OF ERHART RD, 88.8 FT NORTHWEST OF ENTRANCE TO IVANHOE ESTATES, 333 FT NORTHWEST OF POWERPOLE (PP), 70 FT NORTHWEST OF PP, 123 FT SOUTHWEST OF PP, 3.2 FT SOUTHWEST OF WOODFENCE, AND 3.0 FT SOUTHWEST OF AN ORANGE FIBERGLASS WITNESS POST. NOTE: ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.3 FT BELOW CAP. PK NAILS WERE SET IN WOOD PHYSICAL TIES. (WB)

DATUM: NAVD88
ELEVATION: 822.31

SITE BENCHMARK 1:
NORTHWEST FLANGE BOLT ON FIRE HYDRANT LOCATED NORTHEAST OF THE NORTHEAST PROPERTY CORNER, ON THE EAST SIDE OF IL ROUTE 83,
ELEVATION: 845.96

I, Paul A. Kubicek, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey" and that the PLAT OF SURVEY hereon drawn is a correct representation to the best of my knowledge and belief with the information provided.

SIGNED *Paul A. Kubicek*
PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296
EXPIRES 11/30/2024
PINNACLE ENGINEERING GROUP, LLC #184006289-0010
EXPIRES 04/30/2025



28884 N. IL ROUTE 83
MUNDELEIN, ILLINOIS

REVISIONS

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PEC JOB NO.	5897.00
PEC PM	BDJ
DATE	10/07/24
SCALE	1"=30'
DRAFTED BY:	KGD

SHEET
1
1 of 1

COPYRIGHT	ISSUE DATES:		REMARKS
	DATE	FOR REVIEW	
THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR THIS PROJECT ARE THE PROPERTY OF THIS PROJECT AND, UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL DOCUMENTS AND SHALL RETAIN ALL RIGHTS AND INTERESTS IN ALL OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT. © 2017 PERSHA ARCHITECTS	1-7-25		



PSENKA ARCHITECTS Inc.
ARCHITECTURE • PLANNING • DESIGN • BUILD
40 LUNDOW PARKWAY, SUITE 4 • HAWTHORN WOODS, IL 60047
TELEPHONE 847/596-4700
FAX 847/596-4701

JOB NO.	
DRAWN BY:	PAP
CHECKED BY:	PAP
APPROVED BY:	PAP

A NEW
PICKLEBALL AND
BASEBALL TRAINING FACILITY
MUNDELEIN, ILLINOIS

SHEET NO.

P-1

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC
1/10/2023 8:35 AM - 2: Projects\2024\1887.00-IL-600 - CAD\FINAL SHEETS\BOLT 2.0 - COVER SHEET.dwg
DESIGNED: SSS
DRAWN: SSS
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DATE: 1/10/2023 8:35 AM

LEGEND		EXISTING	PROPOSED
SANITARY MANHOLE			
STORM MANHOLE			
CATCH BASIN			
INLET			
PRECAST FLARED END SECTION			
PRESSURE TAP			
VALVE VAULT			
VALVE BOX			
FIRE HYDRANT			
PRIVATE WATER WELL			
CLEANOUT			
SANITARY SEWER			
FORCE MAIN			
STORM SEWER			
WATER MAIN			
UTILITY CROSSING			
LIGHTING			
ELECTRICAL CABLE			
ELECTRICAL TRANSFORMER OR PEDESTAL			
POWER POLE			
POWER POLE WITH LIGHT			
GUY WIRE			
STREET SIGN			
GAS MAIN			
TELEPHONE LINE			
CONTOUR			
SPOT ELEVATION			
WETLANDS			
FLOODWAY			
FLOODPLAIN			
HIGH WATER LEVEL (HWL)			
NORMAL WATER LEVEL (NWL)			
DIRECTION OF SURFACE FLOW			
DITCH OR SWALE			
DIVERSION SWALE			
OVERFLOW RELIEF ROUTING			
TREE WITH TRUNK SIZE			
SOIL BORING			
TOPSOIL PROBE			
FENCE LINE, TEMPORARY SILT			
FENCE LINE, WIRE			
FENCE LINE, CHAIN LINK OR IRON			
FENCE LINE, WOOD OR PLASTIC			
CONCRETE SIDEWALK			
CURB AND GUTTER			
DEPRESSED CURB			
REVERSE PITCH CURB & GUTTER			
EASEMENT LINE			
PROPERTY LINE			

ABBREVIATIONS

BL	BASE LINE	PC	POINT OF CURVATURE
C	LONG CHORD OF CURVE	PT	POINT OF TANGENCY
C & G	CURB AND GUTTER	PVI	POINT OF VERTICAL INTERSECTION
CB	CATCH BASIN	R	RADIUS
CL	CENTERLINE	ROW	RIGHT-OF-WAY
D	DEGREE OF CURVE	SAN	SANITARY SEWER
EP	EDGE OF PAVEMENT	ST	STORM SEWER
FF	FINISHED FLOOR	T	TANGENCY OF CURVE
FG	FINISHED GRADE	TB	TOP OF BANK
FL	FLOW LINE	TF	TOP OF FOUNDATION
FP	FLOODPLAIN	TP	TOP OF PIPE
FR	FRAME	TS	TOP OF SIDEWALK
FW	FLOODWAY	W	TOP OF WALL ELEVATION
HWL	HIGH WATER LEVEL	BW	BOTTOM OF WALL
INV	INVERT	BC	BACK OF CURB
L	LENGTH OF CURVE	TDC	TOP OF DEPRESSED CURB
MH	MANHOLE	WM	WATER MAIN
NWL	NORMAL WATER LEVEL	EC	EDGE OF CONCRETE

CONTACTS

PINNACLE ENGINEERING GROUP, LLC

BRIAN JOHNSON, P.E., CPESC
1051 EAST MAIN STREET | SUITE 217
EAST DUNDEE, ILLINOIS 60118
(847) 551-5300

VILLAGE OF MUNDELEIN - COMMUNITY DEVELOPMENT

AMANDA ORENCHUK - COMMUNITY DEVELOPMENT DIRECTOR
300 PLAZA CIRCLE
MUNDELEIN, ILLINOIS 60060
(847) 949-3282

VILLAGE OF MUNDELEIN - PUBLIC WORKS

ADAM BOECHE - PUBLIC WORKS & ENGINEERING DIRECTOR
801 ALLANSON ROAD
MUNDELEIN, ILLINOIS 60060
(847) 949-3270

VILLAGE OF MUNDELEIN - BUILDING DEPARTMENT

GEORGE SELLAS - DIRECTOR OF BUILDING
300 PLAZA CIRCLE
MUNDELEIN, ILLINOIS 60060
(847) 949-3283

KARL GEWALT - DEPUTY BUILDING COMMISSIONER
300 PLAZA CIRCLE
MUNDELEIN, ILLINOIS 60060
(847) 949-3283

UTILITY CONTACTS

ELECTRIC
COMED (800) 334-7661

NATURAL GAS
NICOR (847) 642-6748

PHONE
AT&T (800) 288-2020

CABLE/TELEVISION
COMCAST (866) 594-1234

BENCHMARKS

LAKE COUNTY REFERENCE BENCHMARK:

STATION IS LOCATED APPROXIMATELY 2.2 MI. SOUTHWEST OF GRAYSLAKE, 4.9 MI. WEST OF LIBERTYVILLE IN SECTION 15, T44N, R10E. TO REACH FROM THE JUNCTION OF IL RT 60 AND IL RT 176 PROCEED NORTHWEST ON IL RT 60 1.2 MI. TO THE STATION LOCATED 39 FT. NORTHEAST OF THE CENTERLINE OF IL RT 60. STATION IS 0.7 MI. SOUTHEAST OF ERHART RD, 88.8 FT. NORTHWEST OF ENTRANCE TO IVANHOE ESTATES, 333 FT. NORTHWEST OF POWERPOLE (PP), 70 FT. NORTHWEST OF PP, 123 FT. SOUTHEAST OF PP, 3.2 FT. SOUTHWEST OF WOODFENCE, AND 3.0 FT. SOUTHWEST OF AN ORANGE FIBERGLASS WITNESS POST. NOTE: ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.3 FT. BELOW CAP. PK NAILS WERE SET IN WOOD PHYSICAL TIES. (WB)

DATUM: NAVD88
ELEVATION: 822.31

SITE BENCHMARK 1:

NORTHWEST FLANGE BOLT ON FIRE HYDRANT LOCATED NORTHEAST OF THE NORTHEAST PROPERTY CORNER, ON THE EAST SIDE OF IL ROUTE 83

DATUM: NAVD88
ELEVATION: 845.96

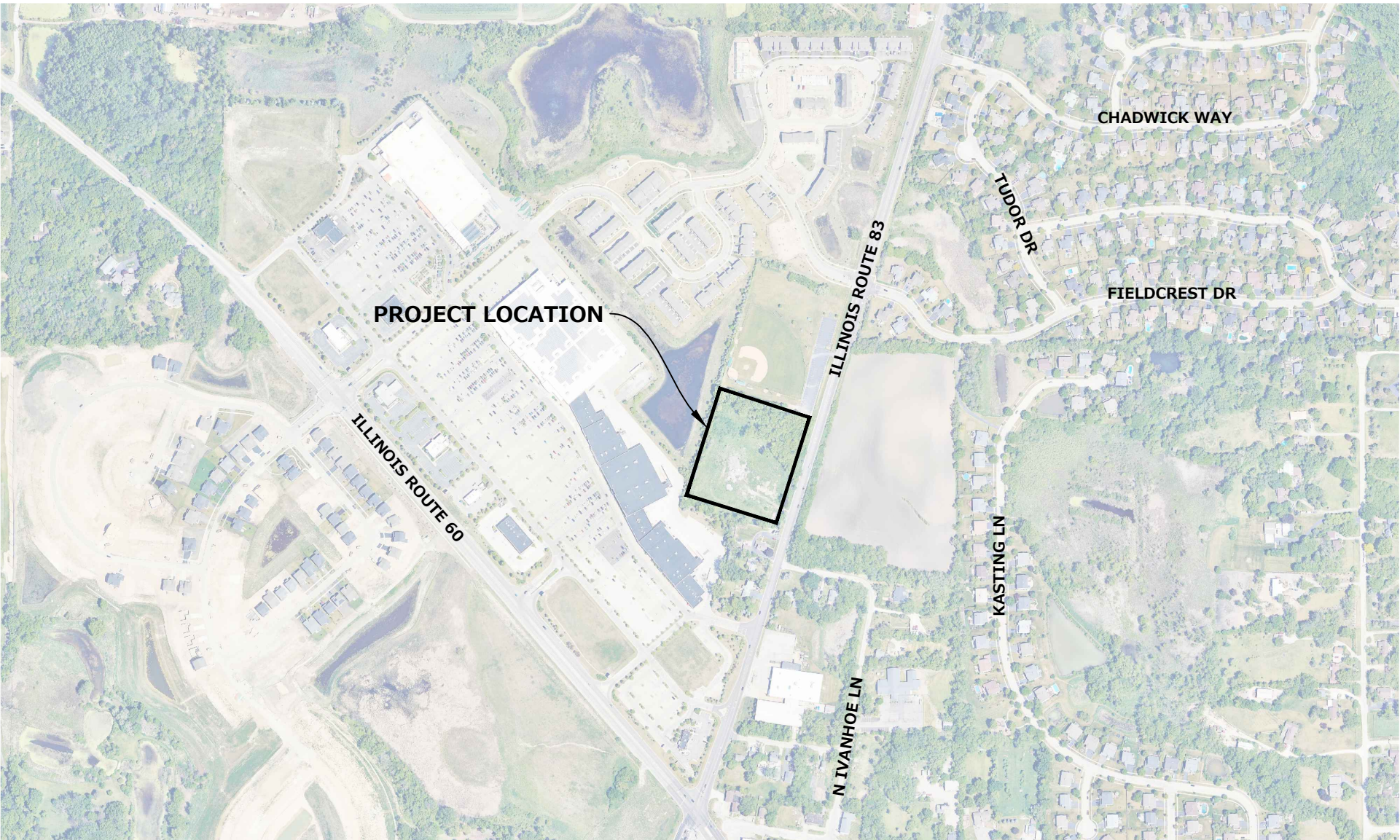
EXISTING CONDITIONS:

EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY PINNACLE ENGINEERING GROUP, DATED OCTOBER 3, 2024. CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

ENGINEERING IMPROVEMENT PLANS FOR BOLT 2.0

28884 N. ILLINOIS ROUTE 83
MUNDELEIN, ILLINOIS

PLANS PREPARED FOR



LOCATION MAP
SCALE: 1"=600'

GENERAL NOTES

- THE VILLAGE OF MUNDELEIN BUILDING DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND 24 HOURS PRIOR TO EACH INSPECTION AT (847) 949-3283.
- ALL UTILITY COMPANIES, INCLUDING VILLAGE OF MUNDELEIN, SHALL BE CONTACTED AND THEIR FACILITIES SHALL BE LOCATED PRIOR TO ANY WORK IN ANY EASEMENT, RIGHT-OF-WAY, OR SUSPECTED UTILITY LOCATION. REPAIR OF ANY DAMAGE TO EXISTING FACILITIES SHALL BE RESPONSIBILITY OF THE CONTRACTOR. UTILITY LOCATIONS SHOWN HEREIN ARE FOR GRAPHIC ILLUSTRATION ONLY AND ARE NOT TO BE RELIED UPON.
- PRIOR TO COMMENCEMENT OF ANY OFFSITE CONSTRUCTION, THE CONTRACTOR SHALL SECURE WRITTEN AUTHORIZATION THAT ALL OFFSITE EASEMENTS HAVE BEEN SECURED, AND THAT PERMISSION HAS BEEN GRANTED TO ENTER ONTO PRIVATE PROPERTY.
- EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS (LATEST EDITION):
 - THE VILLAGE OF MUNDELEIN MUNICIPAL CODE - THE LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE (WDO) IS ADOPTED BY REFERENCE AS THE STORMWATER CONTROL AND WATERSHED DEVELOPMENT REGULATIONS.
 - THE VILLAGE OF MUNDELEIN SUBDIVISION REGULATIONS
 - "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" BY ILLINOIS DEPARTMENT OF TRANSPORTATION.
 - "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS" BY ILLINOIS DEPARTMENT OF TRANSPORTATION.
 - "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" BY ILLINOIS DEPARTMENT OF TRANSPORTATION.
 - "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" BY ILLINOIS SOCIETY OF PROFESSIONAL ENGINEERS, ET AL.
 - OTHER STANDARDS OR SPECIFICATIONS SPECIFICALLY REFERRED TO IN AN INDIVIDUAL PROVISION OF THESE STANDARDS AND SPECIFICATIONS.
 - "ILLINOIS URBAN MANUAL" AS PREPARED BY THE U.S. DEPT. OF AGRICULTURE & IL ASSOCIATION OF SOIL AND WATER CONSERVATION DISTRICTS.
 - THE CONTRACT DOCUMENTS, GENERAL CONDITIONS, SPECIAL PROVISIONS AND SUPPLEMENTAL CONDITIONS OF THE PROJECT AS PREPARED BY PINNACLE ENGINEERING GROUP, LLC.
 - ALL DOCUMENTS CITED IN THE ABOVE STANDARDS AND SPECIFICATIONS RELEVANT TO THE SUBJECT UNDER CONSIDERATION. IF A CONFLICT ARISES BETWEEN ANY PROVISION(S) OF THE REFERENCE ITEMS ABOVE AND ANY PROVISION(S) OF THESE STANDARDS AND SPECIFICATIONS, THEN THE MORE RESTRICTIVE PROVISION(S) SHALL APPLY.
 - UPON COMPLETION OF THE PROJECT, THE DEVELOPER SHALL PROVIDE FINAL "RECORD DRAWINGS" (PDF VERSION SHALL BE DELIVERED ON CD-ROM AS WELL AS DGN OR DWG CAD FILES) OF ALL UTILITIES WHICH INCLUDE THE LOCATIONS AND ELEVATIONS OF ALL MAINS, SERVICE LINES, STRUCTURES, PAVED AREAS, SITE GRADING, STREET LIGHTS AND CABLES, CURBS, AND MONUMENTS. FINAL RECORD DRAWINGS MUST ALSO INCLUDE A STATE PLANE COORDINATE SYSTEM TIE-IN. IN ADDITION TO THE DRAWINGS, AN ELECTRONIC FILE (IN DWG OR DGN FORMAT) OF THE RECORD DRAWINGS MUST BE SUBMITTED ON CD-ROM.

INDEX OF SHEETS

C-1	COVER SHEET
C-2	PROJECT SPECIFICATIONS
C-3	EXISTING CONDITIONS & DEMOLITION PLAN
C-4	SITE DIMENSIONAL & PAVING PLAN
C-5	GRADING PLAN
C-6	DETAILED GRADING PLAN
C-7	UTILITY PLAN
C-8	SITE STABILIZATION PLAN
C-9	CONSTRUCTION STANDARDS
C-10	CONSTRUCTION STANDARDS
C-11	CONSTRUCTION STANDARDS
C-12	CONSTRUCTION STANDARDS

ATTACHMENTS

L-1 - L-3 LANDSCAPE PLANS

DRAINAGE CERTIFICATE

I, BRIAN JOHNSON, HEREBY CERTIFY THAT ADEQUATE STORM WATER STORAGE AND DRAINAGE CAPACITY HAS BEEN PROVIDED FOR THIS DEVELOPMENT, SUCH THAT SURFACE WATER FROM THE DEVELOPMENT WILL NOT BE DIVERTED ONTO AND CAUSE DAMAGE TO THE ADJACENT PROPERTY FOR STORMS UP TO AND INCLUDING THE ONE HUNDRED (100) YEAR EVENT, AND THAT THE DESIGN PLANS ARE IN COMPLIANCE WITH ALL APPLICABLE STATE, COUNTY, AND VILLAGE ORDINANCES.

DATED THIS 3RD DAY OF OCTOBER, 2024.

ENGINEER

ISSUED FOR PERMIT

 EXPIRATION DATE: NOVEMBER 30, 2025	 Formerly JULIE 1-800-892-0123
PINNACLE ENGINEERING GROUP, LLC ENGINEER'S LIMITATION	
PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.	
FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.	



PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

CHICAGO OFFICE:
1051 E. MAIN ST. | SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300
CHICAGO | MILWAUKEE | NATIONWIDE

BOLT 2.0
28884 N. ILLINOIS ROUTE 83
MUNDELEIN, IL

REVISIONS

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COVER SHEET

PEG JOB NO. 5897.00-IL	BDJ	SHEET
PEG PM	START DATE 10/03/24	C-1
SCALE NONE		OF
		C-12

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BOLT 2.0 - COVER SHEET

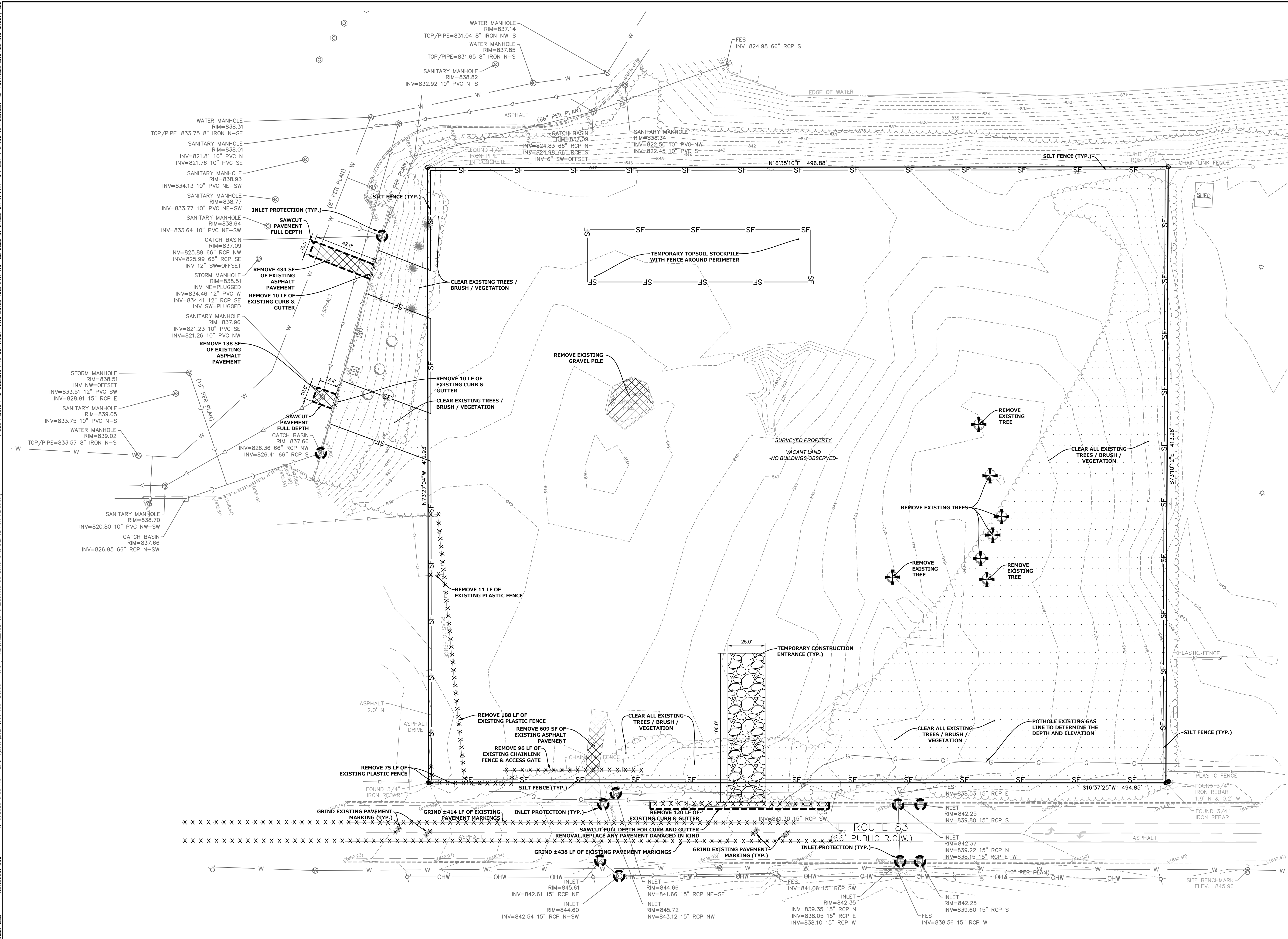
DESIGNED: SSS
DRAWN: SSS
CHECKED: SSS
IN CHARGE: SSS
DATE: 1/10/2025 8:35 AM
PROJECT: 2024A-0897-00-ILL-060 - CAD FINAL SHEET 1C-2 - PROJECT SPECIFICATIONS.dwg

GENERAL NOTES	
1.	THE STANDARD SPECIFICATIONS LISTED ON THE COVER SHEET, THESE CONSTRUCTION PLANS, THE SPECIAL PROVISIONS, GENERAL CONDITIONS AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.
2.	NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION" PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE INDIVIDUAL SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, THEY MUST IMMEDIATELY REPORTED SAME TO THE ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE INDIVIDUAL SUBCONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISCREPANCY BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE INDIVIDUAL SUBCONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILURE TO SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING SHALL BE CONSIDERED TO HAVE PROCEEDED AT THEIR OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
3.	ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF THE INDIVIDUAL SUBCONTRACTOR AND THEIR SURETY FOR A PERIOD OF 24 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.
4.	BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE INDIVIDUAL SUBCONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED, AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
5.	UPON AWARD OF THE CONTRACT AND WHEN REQUIRED BY THE OWNER, THE INDIVIDUAL SUBCONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE PENAL SUM OF 100 PERCENT OF THE CONTRACT GUARANTEEING COMPLETION OF THE WORK. THE UNDERSIGNED SHALL BE APPROVED BY THE OWNER.
6.	THE INDIVIDUAL SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS INCLUDING THE USE AND ACCESS OF EXISTING STREETS. THE INDIVIDUAL SUBCONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. THE INDIVIDUAL SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER.
7.	EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE INDIVIDUAL SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE INDIVIDUAL SUBCONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.
8.	THE INDIVIDUAL SUBCONTRACTOR SHALL REVIEW AND DETERMINE ALL IMPROVEMENTS SHALL VERIFY ALL QUANTITIES AS PROVIDED BY THE ENGINEER OR OWNER FOR BIDDING PURPOSES. THE INDIVIDUAL SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER. THE CONTRACT PRICE SUBMITTED BY THE INDIVIDUAL SUBCONTRACTOR SHALL BE CONSIDERED A LUMP SUM FOR THE COMPLETE PROJECT UNLESS THERE IS A PLAN REVISION AND/OR WRITTEN CHANGE TO THE SCOPE OF WORK.
9.	WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INCLUDED IN THE CONTRACT FOR PAYMENT, THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT, AND NO ADDITIONAL PAYMENT WILL BE ALLOWED.
10.	WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTER, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY BY THE RESPONSIBLE PARTY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
11.	THE INDIVIDUAL SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH THE I.D.O.T. STANDARD SPECIFICATIONS. ADEQUATE LIGHTING SHALL BE MAINTAINED FROM DUSK TO DAWN AT ALL LOCATIONS WHERE CONSTRUCTION OPERATIONS WARRANT, OR AS DESIGNATED BY THE ENGINEER OR MUNICIPALITY. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH THE I.D.O.T. "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
12.	ALL PERMANENT TYPE PAVEMENTS OR OTHER PERMANENT IMPROVEMENTS WHICH ABUT THE PROPOSED IMPROVEMENT AND MUST BE REMOVED, SHALL BE SAVED FULL DEPTH, PRIOR TO REMOVAL. ALL ITEMS SO REMOVED SHALL BE REPLACED WITH SIMILAR CONSTRUCTION MATERIALS TO THEIR ORIGINAL CONDITION, OR BETTER. PAYMENT SHALL BE INCLUDED IN THE COST FOR REMOVAL OF EACH ITEM AND REPLACEMENT WILL BE PAID UNDER THE RESPECTIVE ITEMS IN THE CONTRACT, UNLESS OTHERWISE INDICATED.
13.	REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE DISPOSED OF BY THE INDIVIDUAL SUBCONTRACTOR AT HIS OWN EXPENSE. SIGNS NOT REQUIRED TO BE REMOVED AFTER RECEIVING APPROVAL OF THE OWNER. THE OWNER SHALL DESIGNATE WHICH TREES ARE TO BE REMOVED.
14.	WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATIONS OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH ARTICLE 253.09 OF THE I.D.O.T. STANDARD SPECIFICATIONS, AND THE COST OF SAME SHALL BE INCIDENTAL TO THE CONTRACT. TREES SHALL BE REMOVED ONLY AFTER RECEIVING APPROVAL OF THE OWNER. THE OWNER SHALL DESIGNATE WHICH TREES ARE TO BE REMOVED.
15.	ALL EXISTING TRAFFIC SIGNS, STREET SIGNS, ETC., WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND ARE NOT NOTED FOR REMOVAL OR DISPOSAL, SHALL BE REMOVED AND RESET BY THE INDIVIDUAL SUBCONTRACTOR AT HIS OWN EXPENSE. SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE MUNICIPALITY AS APPROPRIATE. ALL MAIL BOXES THAT INTERFERE WITH CONSTRUCTION SHALL BE SIMILARLY RELOCATED AT NO ADDITIONAL COST.
16.	NOTIFY THE ENGINEER OF ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS. NO FIELD TILE SHALL BE DIRECTLY OR INDIRECTLY CONNECTED TO THE PROPOSED STORM SEWER. A RECORD OF THE LOCATION OF ALL FIELD TILE OR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
17.	DURING CONSTRUCTION OPERATIONS THE INDIVIDUAL SUBCONTRACTOR SHALL INSURE POSITIVE DRAINAGE AT THE CONCLUSION OF EACH DAY. DRAINAGE MAY BE ACHIEVED BY DITCHING, PUMPING OR ANY OTHER ACCEPTABLE METHOD. THE INDIVIDUAL SUBCONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.
18.	IT SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL SUBCONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
19.	THE INDIVIDUAL SUBCONTRACTOR SHALL COMPLY WITH AND OBSERVE THE RULES AND REGULATIONS OF O.S.H.A. AND APPROPRIATE AUTHORITIES REGARDING SAFETY PROVISIONS.
20.	THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE INDIVIDUAL SUBCONTRACTOR. THE INDIVIDUAL SUBCONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
21.	ALL INDIVIDUAL SUBCONTRACTORS AND THEIR SUBCONTRACTORS OR ANY TIER SHALL INDEMNIFY THE OWNER, ENGINEER, AND ARCHITECT FROM ALL LIABILITY RESULTING FROM ANY NEGLIGENCE ACT OR OMISSION WITH THEIR CONSTRUCTION, INSTALLATION, AND TESTING OF WORK ON THIS PROJECT AND SHALL NAME THEM AS ADDITIONAL INSURED ON THEIR COMMERCIAL GENERAL LIABILITY POLICIES FOR CLAIMS ARISING OUT OF THE WORK ON THIS PROJECT. A PROPER CERTIFICATE OF INSURANCE SHALL BE ISSUED PRIOR TO THE START OF CONSTRUCTION.
22.	ELECTRIC, TELEPHONE, NATURAL GAS, AND OTHER UTILITY COMPANIES HAVE UNDERGROUND AND/OR OVERHEAD SERVICE FACILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE CONTRACTOR SHALL CALL 811 FOR UTILITY LOCATIONS.
23.	THE INDIVIDUAL SUBCONTRACTOR TO HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT, AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE INDIVIDUAL SUBCONTRACTOR. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN A SUSPENSION OF WORK.
24.	THE INDIVIDUAL SUBCONTRACTOR SHALL KEEP A SET OF "APPROVED" CONSTRUCTION PLANS ON THE JOB SITE, AND SHALL MAINTAIN (AS INDICATED HEREIN AND ELSEWHERE WITHIN THESE CONSTRUCTION NOTES, SPECIFICATIONS, AND PLANS) A LEGIBLE RECORD ON SAID PLANS OF AND FIELD TILE ENCOUNTERED, ANY MODIFICATIONS TO ALIGNMENT AND/OR TO PLANS AND SPECIFICATIONS OF PROPOSED IMPROVEMENTS, ETC. UPON COMPLETION OF THE INDIVIDUAL SUBCONTRACTOR'S WORK, SAID PLANS AND INFORMATION SHALL BE PROVIDED TO ENGINEER. FINAL CONTRACT PAYMENT SHALL NOT COME DUE UNTIL THIS INFORMATION IS RECEIVED BY THE ENGINEER.

EARTHWORK	
1.	WORK UNDER THIS SECTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: A. CLEARING AND REMOVAL OF ALL UNDESIRABLE TREES AND OTHER VEGETATIVE GROWTH WITHIN THE CONSTRUCTION AREA. TREE REMOVAL SHALL BE AS DESIGNATED BY THE ENGINEER AND SHALL BE KEPT TO A MINIMUM, WHERE FEASIBLE, AND WHEN PERMITTED BY OWNER, TREES AND BRUSH REMOVED MAY BE BURNED ONSITE IN FUTURE YARD AND OPEN SPACE AREAS. IF ADEQUATE AND APPROPRIATE STORAGE IS NOT AVAILABLE FOR ONSITE BURNAL, THE TREES AND BRUSH SHALL BE DISPOSED OF OFFSITE. B. STRIPPING OF TOPSOIL FROM ALL STREET, DRIVEWAY, PARKING AREA, RIGHT-OF-WAY, BUILDING PAD, AND OTHER DESIGNATED STRUCTURAL AREAS. C. STOCKPILING OF TOPSOIL AT LOCATIONS AS DIRECTED BY THE OWNER. TOPSOIL STOCKPILED FOR FUTURE USE SHALL BE RELATIVELY FREE FROM LARGE ROOTS, STICKS, WEEDS, BRUSH, STONES AND OTHER DESIRABLE STRUCTURAL AREAS. D. EXCAVATION OF EXISTING PAVEMENTS AND EXISTING UTILITIES SHALL BE STOCKPILED IN SEQUENCE TO ELIMINATE ANY REHANDLING OR DOUBLE MOVEMENTS BY THE CONTRACTOR. E. FAILURE TO PROPERLY FOLLOW THE STRIPPING OPERATION SHALL NOT CONSTITUTE A CLAIM FOR ADDITIONAL COMPENSATION. NO MATERIAL SHALL BE STOCKPILED IN FRONT YARDS, OVERLAND DRAINAGE SWALES (FLOOD ROUTING AREAS), PROPOSED UTILITY LOCATIONS, UTILITY EASEMENTS, OR IN THE RIGHT-OF-WAY. F. REMOVING UNSUITABLE MATERIALS AS SPECIFIED FROM ROADWAY, DRIVEWAY/PARKING, BUILDING PAD, AND OTHER DESIGNATED AREAS. G. DEMOLITION AND REMOVAL OF EXISTING PAVEMENTS INCLUDING OFFSITE DISPOSAL OF SAME, AT A DUMP SITE AS SELECTED BY THE CONTRACTOR. ONSITE DISPOSAL MAY BE ALLOWED IF APPROVED BY THE OWNER. H. CLAY CUT AND CLAY FILL WITH COMPACTION WITHIN ROADWAY, DRIVEWAY/PARKING, BUILDING PAD, AND OTHER DESIGNATED AREAS. I. EXCAVATION AND GRADING OF THE OPEN SPACE AND/OR YARD AREAS PER PLAN INCLUDING DESIGNATED DETENTION BASIN GRADING, CONSTRUCTION OF BERMS, ETC. J. PLACEMENT AND COMPACTION OF CLAY TO THE DESIGN SUBGRADE ELEVATIONS AS REQUIRED BY THE STANDARDS AND DETAILS ON THE CONSTRUCTION PLANS. THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PAVEMENT AND/OR TOPSOIL REPLACEMENT THICKNESS MUST BE SUBTRACTED TO DETERMINE SUBGRADE ELEVATIONS. K. PLACEMENT AND COMPACTION OF NON-STRUCTURAL FILLS. L. IF REQUIRED, REMOVAL FROM SITE AND DISPOSAL OF ANY EXCESS OR UNSUITABLE MATERIAL UPON COMPLETION OF MASS GRADING. M. EXCAVATION AND COMPACTION OF SOIL MATERIAL FROM THE CONSTRUCTION OF UNDERGROUND UTILITIES. N. BACKFILLING OF CURBS AND/OR PAVEMENT AND SIDEWALK AFTER INSTALLATION OF SAME IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. O. BACKFILLING OF EXISTING MANHOLES, DETENTION BASINS, AND OTHER AREAS WITHIN EXISTING PAVED AREAS. P. FINAL SHAPING AND TRIMMING TO THE LINES, GRADES, AND CROSS SECTIONS SHOWN IN THESE PLANS; AND TOPSOIL PLACEMENT TO DESIGN FINISHED GRADE ELEVATIONS AT LOCATIONS DESIGNATED IN THE CONTRACT DOCUMENTS. Q. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE SOIL EROSION CONTROL SPECIFICATIONS INCLUDED WITHIN THE CONTRACT DOCUMENTS. R. THE QUANTITIES GIVEN IN THE ENGINEER'S SUMMARY FOR EARTHWORK ARE INTENDED AS A GUIDE FOR THE CONTRACTOR IN DETERMINING THE SCOPE OF THE COMPLETED PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MATERIAL QUANTITIES AND TO PROVIDE THEMSELVES OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER. S. PRIOR TO ONSET OF MASS GRADING OPERATIONS, THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE SOIL EROSION CONTROL SPECIFICATIONS, THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF FILTER FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL SPECIFICATIONS. T. PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES, A TREE PROTECTION FENCE SHALL BE ERECTED AROUND THE PLANS TO BE PROTECTED. THE FENCE SHALL BE PLACED IN A LINE WITHIN 8 INCHES OF A CIRCLE CENTERED AROUND THE TREE. THE DIAMETER OF WHICH SHALL BE SUCH THAT THE ENTIRE DRIP ZONE (EXTENT OF FURTHEST EXTENDING BRANCHES) SHALL BE WITHIN THE FENCE LIMITS. THE EXISTING GRADE WITHIN THE PROTECTED AREA SHALL NOT BE DISTURBED. U. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GRADING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL, REPLACEMENT, MODIFICATION AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER. V. A QUALIFIED SOILS ENGINEER SHALL REGULARLY INSPECT THE EXCAVATION OF ANY OPEN WATER AREAS TO INSURE THAT THEY WILL BE CAPABLE OF WITHSTANDING DESIGNED NORMAL WATER LEVELS. GRAVEL OR SAND SEAMS OR OTHER CONDITIONS WHICH MAY BE ENCOUNTERED, AND WHICH MIGHT TEND TO DE-WATER THESE AREAS, SHALL BE REMEDIED AS DIRECTED BY THE SOILS ENGINEER (FOR EXAMPLE, LIVING CLAY BLANKET, BENTONITE, ETC.). W. THE GRADING AND GRADING OF THE SITE IMPROVEMENTS SHALL NOT BE GRADED PONDING OF WATER, AND AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE. X. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADE. TOPSOIL OF THE THICKNESS SHOWN IN THE STANDARDS AND DETAILS ON THE CONSTRUCTION PLANS IS TO BE PLACED BEFORE FINISHED GRADE ELEVATIONS ARE ACHIEVED. Y. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES; IF COMPACTION EVIDENCE DEMONSTRATES THE ABILITY TO COMPACT GREATER THICKNESS, THE GREATER THICKNESS MAY BE ALLOWED WITH APPROVAL FROM SOILS ENGINEER. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY. Z. EMBANKMENT MATERIAL WITHIN ROADWAY, DRIVEWAY, PARKING AREAS, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. AA. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF EIGHTY FIVE PERCENT (85%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. AB. THE SURFACE VEGETATION, TOPSOIL, AND ANY OBVIOUSLY SOFT UNDERLYING SOIL SHOULD BE STRIPPED FROM ALL AREAS TO RECEIVE CLAY FILL. IF THE UNDERLYING SUBGRADE SOILS RUP DEEPER THAN ONE INCH UNDER THE CONSTRUCTION EQUIPMENT OR IF THE MOISTURE CONTENT EXCEEDS 25 PERCENT, THE SOIL SHALL BE SCARIFIED AND REGRADING AND RECOMPACTED TO THE REQUIRED SPECIFICATIONS (SEE SECTIONS 205 AND 301 OF THE I.D.O.T. SPECIFICATIONS). AC. ALL PAVEMENT SUBGRADE SHALL HAVE A MINIMUM IIR OF 3.0 AS DETERMINED BY THE SOILS ENGINEER. THE PROPOSED PAVEMENT DESIGN HAS BEEN BASED ON A MINIMUM IIR OF 3.0; THEREFORE, IF AREAS OF PAVEMENT SUBGRADE ARE ENCOUNTERED WHICH DO NOT PROVIDE A MINIMUM IIR OF 3.0, SUBGRADE REPLACEMENT OR PAVEMENT DESIGN REVISIONS SHALL BE PROVIDED WHICH ARE ADEQUATE TO OBTAIN EQUIVALENT PAVEMENT STRENGTH, AS DETERMINED BY THE SOILS ENGINEER AND THE ENGINEER. AD. PRIOR TO UTILITY CONSTRUCTION, PROPOSED PAVEMENT AREAS, BUILDING PADS, DRIVEWAYS AND SIDEWALKS, AND YARD/OPEN SPACE AREAS SHALL BE ROUGH EXCAVATED OR FILLED TO PLUS OR MINUS ONE FOOT OF DESIGN SUBGRADE ELEVATION BY THE CONTRACTOR. AE. COMPLETED GRADING FOR PROPOSED BUILDING PADS, AS WELL AS PROPOSED SUBGRADE AREAS FOR PAVEMENT, DRIVEWAYS AND SIDEWALKS, AND YARD/OPEN SPACE AREAS SHALL BE WITHIN A TOLERANCE OF PLUS OR MINUS 0.1 FOOT OF DESIGN SUBGRADE ELEVATIONS. AF. THE SUBGRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER. AG. UPON COMPLETION OF THE SURFACE IMPROVEMENTS, AND EXCEPT WHERE OTHERWISE NOTED, THE EXCAVATION CONTRACTOR SHALL RESPADE A MINIMUM OF 6 INCHES OF TOPSOIL ON ALL DESIGNATED OPEN SPACE, PARKWAY, LANDSCAPE, AND OTHER NON-STRUCTURAL AREAS PER PLAN. SAID DESIGNATED AREAS TO BE RESPADED BY THE EXCAVATION CONTRACTOR SHALL BE AS INDICATED WITHIN THE CONTRACT DOCUMENTS. TOPSOIL SHALL BE RESPADED ON THE REMAINING AREAS BY THE LANDSCAPE CONTRACTOR. AH. RIPRAP MATERIAL TO BE PROVIDED IN CONJUNCTION WITH THE EARTHWORK IMPROVEMENTS SHALL CONFORM TO SECTION 281 OF THE I.D.O.T. SPECIFICATIONS. AI. SOIL BORING REPORTS, AVAILABLE AT THE OFFICE OF THE ENGINEER AND THE OWNER, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN THEIR WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUND WATER CONDITIONS. AJ. IF SHOWN ON THE PLANS, OPEN AREAS TO BE SEEDDED SHALL BE SEEDDED IN ACCORDANCE WITH THE SOIL EROSION CONTROL SPECIFICATIONS AND FINAL LANDSCAPE PLAN. AK. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER. AL. SOILS ENGINEER SHALL BE ON SITE DURING ALL EARTHWORK OPERATIONS, PAVING, AND CONCRETE PREPARATION AND POUR.

UNDERGROUND UTILITIES	
1.	WORK UNDER THIS SECTION SHALL INCLUDE TRENCHING, AUGERING AND INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION, AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. 2. THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN (ENR)" LATEST EDITION, THE SANITARY DISTRICT SEWER PERMIT ORDINANCE AND THE STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND ORDINANCES OF THE MUNICIPALITY. 3. ROUGH GRADING TO WITHIN ONE FOOT OF FINISHED SUBGRADE SHALL BE COMPLETED BY THE EARTHWORK CONTRACTOR PRIOR TO COMMENCEMENT OF UNDERGROUND UTILITY INSTALLATION. 4. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, EXISTING DRIVEWAYS AND SIDEWALKS, PROPOSED DRIVEWAYS AND SIDEWALKS WHERE DESIGNATED BY THE OWNER AND AT A 1:1 SLOPE ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLAN SHALL BE BACKFILLED WITH SELECT GRANULAR IN ACCORDANCE WITH THE CONSTRUCTION STANDARDS. 5. "BAND-SEAL" OR SIMILAR FLEXIBLE TYPE COUPLINGS SHALL BE USED WHEN CONNECTING SEWER PIPES OF DISSIMILAR MATERIALS, WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE. ONE OF THE FOLLOWING METHODS SHALL BE USED: A. CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUB-WYE SADDLE OR HUB-TEE SADDLE. B. REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION. C. WITH A PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND-SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE. 6. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER, ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORMWATERS SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND BUT NOT INTO THE SANITARY SEWER. 7. SANITARY SEWERS SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIALS UNLESS SPECIFIED OTHERWISE ON THE PLANS: A. POLYVINYL CHLORIDE PLASTIC GRAVITY SEWER PIPE (PVC) CONFORMING TO ASTM DESIGNATION D-3034 FOR SANITARY SEWERS OF 15 INCH DIAMETER OR LESS, AND CONFORMING TO ASTM DESIGNATION F-679 FOR PIPE OF 18 INCH TO 21 INCH DIAMETER, WITH AN SDR OF 26, WITH AN EXCESSIVE JOINTS CONFORMING TO ASTM DESIGNATION D-3122. THE GASKET SHALL COMPLY WITH ASTM F-477. B. WATER MAIN QUALITY C-900 PRESSURE PIPE IN ACCORDANCE WITH AWWA C900 FOR SIZES 4 INCH TO 12 INCH DIAMETER OR AWWA C905 FOR SIZES 14 INCH TO 48 INCH DIAMETER. PIPE JOINTS SHALL BE FLEXIBLE ELASTOMERIC SEALS PER ASTM D-3139 AND F-477. 8. ALL SANITARY SEWER MANHOLES SHALL HAVE ECCENTRIC CONES. CONE OPENINGS SHALL BE CENTERED PARALLEL TO THE MAINLINE FLOW. ALL STRUCTURE SECTIONS AND ADJUSTING RINGS SHALL BE SECURELY SEALED TO EACH OTHER OR TO THE CONE SECTION OR TOP BARREL SECTION OF THE MAINLINE SEWER. THE JOINTS SHALL BE SEALED WITH AN APPROPRIATE SEALING MATERIAL (RAH-NEK, OR APPROVED EQUAL). THIS MASTIC SHALL BE APPLIED IN SUCH A MANNER THAT NO SURFACE WATER OR GROUND WATER INFLOW CAN ENTER THE MANHOLE THROUGH GAPS BETWEEN BARREL SECTIONS OR CONE SECTIONS. SANITARY SEWER MANHOLES SHALL BE 4 FOOT DIAMETER PRECAST STRUCTURES (UNLESS OTHERWISE NOTED ON THE PLANS), WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS SHEET). ALL SANITARY SEWER MANHOLES SHALL INCORPORATE THE USE OF EXTERNAL CHIMNEY SEALS (SEE CONSTRUCTION STANDARDS). 9. ALL SANITARY SEWERS, STORM SEWERS, AND SEWER SERVICES IN SEPARATE SEWER AREAS SHALL BE INSTALLED ON GRANULAR CRUSHED STONE BEDDING CLASS 1A, (I.D.O.T. GRADATION CA-11), CONFORMING TO ASTM D-2321, WITH A MINIMUM THICKNESS EQUAL TO ONE FOURTH OF THE OUTSIDE DIAMETER OF THE PIPE. THE BEDDING SHALL BE PLACED IN A MINIMUM OF 8 INCHES. THE BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE IN ALL CASES (UNLESS INDICATED OTHERWISE ON THE CONSTRUCTION DETAILS). FOR PVC SANITARY SEWER, THE BEDDING SHALL EXTEND TO 1 FOOT OF THE SPRING LINE OF THE PIPE. THE BEDDING MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-33 FOR SOUNDNESS AND ASTM C-67 FOR GRADATION. COST FOR BEDDING SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE SEWER, WATER MAIN, ETC. SEE MWRO GENERAL NOTE 6 FOR SANITARY AND STORM BEDDING REQUIREMENTS IN COMBINED SEWER AREAS. 10. ALL SANITARY SERVICE CONNECTIONS TO MAINLINE SEWER SHALL BE MADE WITH PRECAST WYES OR POLYMER MANHOLES SPECIFICALLY FOR THAT WATER MAIN SIZE. THE SERVICE MATERIAL TO BE SAME AS MAINLINE SEWER UNLESS SPECIFICALLY INDICATED OTHERWISE. 11. SANITARY SERVICES SHALL BE LAID TO A MINIMUM GRADE OF 1.00 PERCENT. THE END OF EACH SERVICE SHALL BE SEALED WITH A MANUFACTURER'S WATERTIGHT PLUG. SANITARY SERVICE STUBS SHALL BE MARKED IN ACCORDANCE WITH THESE CONSTRUCTION NOTES. 12. UNLESS OTHERWISE INDICATED STORM SEWER SHALL BE HOPE ADS N12 HP FOR SIZES 12"-30". PIPE SHALL HAVE A SMOOTH INTERIOR AND ANNUAL EXTERIOR CORRUGATIONS AND MEET OR EXCEED AASHTO M-21. PIPE SHALL BE JOINTED WITH A GASKETED INTEGRAL BELL AND SPIGOT JOINT MEETING THE REQUIREMENTS OF ASTM D-2321. PIPE SHALL BE JOINTED WITH A GASKETED INTEGRAL BELL AND SPIGOT JOINT MEETING THE REQUIREMENTS OF ASTM D-2321. PIPE SHALL BE JOINTED WITH A GASKETED INTEGRAL BELL AND SPIGOT JOINT MEETING THE REQUIREMENTS OF ASTM D-2321. SPIGOTS SHALL HAVE GASKETS MEETING THE REQUIREMENTS OF ASTM F477. GASKET SHALL BE INSTALLED BY THE PIPE MANUFACTURER AND COVERED WITH A REMOVABLE PROTECTIVE MATERIAL. JOINT LUBRICANT SHALL BE USED ON THE GASKET AND BELL DURING JOINT ASSEMBLY. INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D-2321 AND ADS RECOMMENDED INSTALLATION GUIDELINES. THE JOINTS SHALL BE JOINTED WITH A GASKETED INTEGRAL BELL AND SPIGOT JOINT MEETING THE REQUIREMENTS OF ASTM D-2321. SPIGOTS SHALL HAVE GASKETS MEETING THE REQUIREMENTS OF ASTM F477. GASKET SHALL BE INSTALLED BY THE PIPE MANUFACTURER AND COVERED WITH A REMOVABLE PROTECTIVE MATERIAL. JOINT LUBRICANT SHALL BE USED ON THE GASKET AND BELL DURING JOINT ASSEMBLY. INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D-2321 AND ADS RECOMMENDED INSTALLATION GUIDELINES. THE JOINTS SHALL BE JOINTED WITH A GASKETED INTEGRAL BELL AND SPIGOT JOINT MEETING THE REQUIREMENTS OF ASTM D-2321. SPIGOTS SHALL HAVE GASKETS MEETING THE REQUIREMENTS OF ASTM F477. 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DESIGNED: SSS
REVIEWED: BDU
DRAFTED: SSS



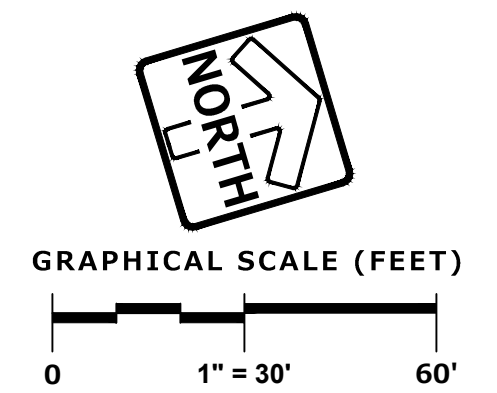
- ### DEMOLITION NOTES
- CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION, REMOVAL AND DISPOSAL OF ALL STRUCTURES, FOUNDATIONS, SIDEWALKS, PAVEMENT, DRIVES, DRAINAGE STRUCTURES, UTILITIES, BRUSH/TREE CLEARING ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THESE PLANS CAN BE CONSTRUCTED. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. ALL MATERIAL REMOVED SHALL BE DISPOSED OF IN AN APPROVED LOCATION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
 - CONSTRUCTION ENTRANCE AND SILT FENCE SHALL BE INSTALLED PRIOR TO DEMOLITION.
 - CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING FOR ALL FEES AND CHARGES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY DRAIN TILES PRIOR TO CONSTRUCTION.
 - ALL EXISTING INFORMATION AND EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR LOCATION OF EXISTING UTILITIES.
 - ALL UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY.
 - CONTRACTOR SHALL SECURE THE SITE FROM THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, AND/OR OTHER APPROVED PRACTICES.
 - ACCESS SHALL BE MAINTAINED FOR SURROUNDING PROPERTIES AT ALL TIMES DURING CONSTRUCTION.
 - PRIOR TO DEMOLITION OCCURRING, ALL SPECIFIED EROSION CONTROL PRACTICES SHALL BE INSTALLED.
 - SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FEATURES INDICATED TO REMAIN, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS IN ACCORDANCE WITH THE PLAN DOCUMENTS.
 - CONTRACTOR SHALL SAW-CUT (FULL DEPTH) ALL EXISTING HARD SURFACES WHERE A PORTION OF THE HARD SURFACE SHALL REMAIN AND OTHER BE REMOVED. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
 - CONTRACTOR SHALL MAINTAIN AND KEEP CLEAN ALL EXISTING ROADS, SIDEWALKS, WALKING PATHS, AND SITE ACCESS TO ENSURE THE SAFETY OF THE SURROUNDS PUBLIC AND BUSINESSES.

NOTE:
EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY PINNACLE ENGINEERING GROUP, DATED OCTOBER 3, 2024. CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

TREE REMOVAL AREA = 1.203 AC
(+52,417.1 SF)

DEMOLITION LEGEND

	FULL DEPTH PAVEMENT REMOVAL
	TREE / BRUSH / VEGETATION REMOVAL
	PIPE / UTILITY REMOVAL
	SITE FEATURE TO BE REMOVED
	SILT FENCE
	TREE PROTECTION FENCE
	SAWCUT PAVEMENT FULL DEPTH
	TREE REMOVAL
	INLET PROTECTION



PINNACLE ENGINEERING GROUP

ENGINEERING | NATURAL RESOURCES | SURVEYING

CHICAGO OFFICE:
1051 E. MAIN ST., SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

BOLT 2.0

28884 N. ILLINOIS ROUTE 83

MUNDELEIN, IL

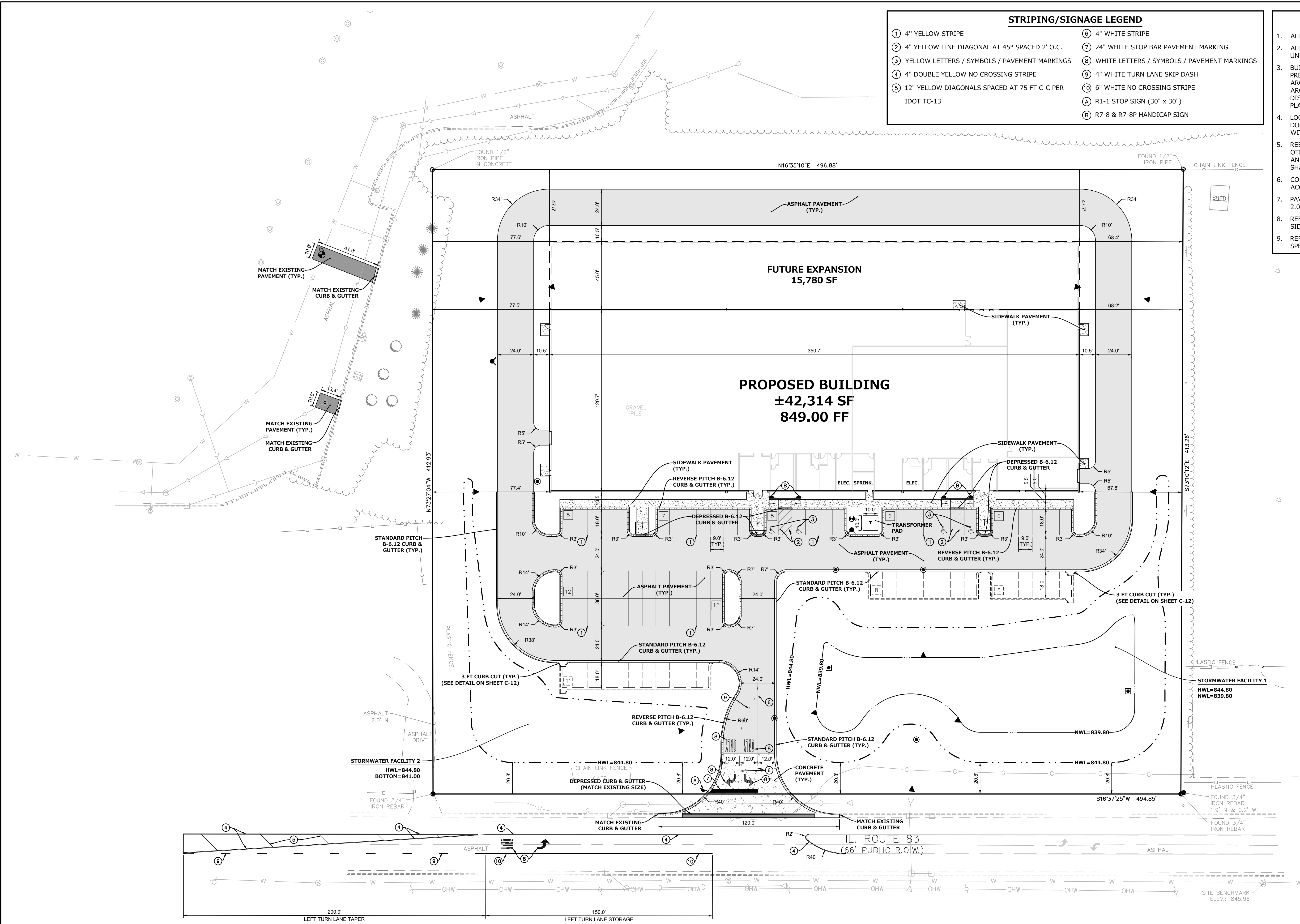
REVISIONS	

EXISTING CONDITIONS & DEMOLITION PLAN

PEJ JOB NO. 5897.00-IL
REG. NO. 10/03/24
SCALE 1" = 30'

SHEET **C-3**
OF **C-12**

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DESIGNED: SSS
REVIEWED: BDI
DRAFTED: SSS

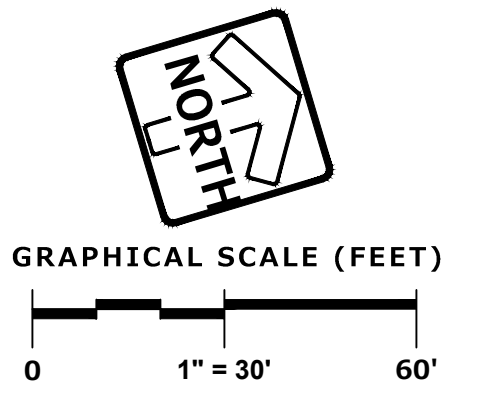


STRIPING/SIGNAGE LEGEND			
① 4" YELLOW STRIPE	⑥ 4" WHITE STRIPE	⑩ 6" WHITE NO CROSSING STRIPE	Ⓐ R1-1 STOP SIGN (30" x 30")
② 4" YELLOW LINE DIAGONAL AT 45° SPACED 2' O.C.	⑦ 24" WHITE STOP BAR PAVEMENT MARKING	Ⓡ R7-8 & R7-8P HANDICAP SIGN	
③ YELLOW LETTERS / SYMBOLS / PAVEMENT MARKINGS	⑧ WHITE LETTERS / SYMBOLS / PAVEMENT MARKINGS		
④ 4" DOUBLE YELLOW NO CROSSING STRIPE	⑨ 4" WHITE TURN LANE SKIP DASH		
⑤ 12" YELLOW DIAGONALS SPACED AT 75 FT C-C PER IDOT TC-13			

- SITE DIMENSIONAL AND PAVING NOTES**
- ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR BUILDING FACE UNLESS OTHERWISE NOTED.
 - BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, THE CIVIL PLANS SHALL TAKE PRECEDENCE.
 - LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL BUILDING PLAN LOCATIONS WITH ARCHITECT/DEVELOPER PRIOR TO CONSTRUCTING THE SIDEWALKS.
 - REBAR / TIEBARS SHALL BE USED IN ALL LOCATIONS WHERE CONCRETE ABUTS OTHER CONCRETE FEATURES (ie. SIDEWALK ADJACENT TO FOUNDATION WALL AND SIDEWALK ADJACENT TO CURB & GUTTER). TIEBAR SIZE AND SPACING SHALL BE PER IDOT SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT ALL HANDICAP ACCESSIBLE ROUTES IN ACCORDANCE WITH LOCAL AND STATE ADA REQUIREMENTS.
 - PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
 - REFER TO CONSTRUCTION DETAILS AND GRADING ENLARGEMENTS FOR SIDEWALK RAMPS AND HANDICAP STRIPING.
 - REFER TO PHOTOMETRICS PLAN (BY OTHERS) FOR LIGHT STANDARDS AND SPECIFICATIONS.

SITE DATA TABLE	
LOT AREA:	4.702 ACRES (204,838.8 SF)
BUILDING	
BUILDING AREA:	±42,314 SF
FUTURE BUILDING AREA:	15,780 SF
PARKING	
PARKING PROVIDED:	53 STALLS INCLUDING 4 ADA
FUTURE PARKING:	25 STALLS
STORMWATER FACILITIES	
STORMWATER FACILITY 1	
TOP OF BERM	= 845.80
EMERGENCY SPILLWAY ELEVATION	= 845.00
HWL	= 844.80
NWL	= 839.80
BOTTOM	= 839.70
PROVIDED DETENTION	= 1.872 AC-FT
STORMWATER FACILITY 2	
TOP OF BERM	= 846.00 (MIN.)
HWL	= 844.80
BOTTOM	= 841.00
PROVIDED DETENTION	= 0.397 AC-FT
STORMWATER DETENTION AND VOLUME CONTROL	
TOTAL REQUIRED DETENTION	= 2.224 AC-FT
TOTAL PROVIDED DETENTION	= 2.268 AC-FT
TOTAL VOLUME CONTROL REQUIRED	= 0.121 AC-FT
TOTAL VOLUME CONTROL PROVIDED	= 0.140 AC-FT
OUTLET CONTROL STRUCTURE (STM-2)	
RIM	= 846.40
INTERNAL WEIR WALL ELEVATION	= 844.80
100-YEAR ORIFICE ELEVATION	= 842.10
ORIFICE SIZE	= 3.20 INCHES
2-YEAR ORIFICE ELEVATION	= 839.00
ORIFICE SIZE	= 2.00 INCHES

LEGEND	
	CONCRETE PAVEMENT
8"	PORTLAND CEMENT CONCRETE
6"	COMP. CA-6 AGGREGATE BASE COURSE, TYPE B
	SIDEWALK
5"	PORTLAND CEMENT CONCRETE
4"	COMP. CA-6 AGGREGATE BASE COURSE, TYPE B
	ASPHALT PAVEMENT
1.5"	BIT. SURFACE COURSE, HMA, MIX D, N50, 9.5mm NOMINAL SIZE
2.5"	BIT. BINDER COURSE, HMA, IL-19, N50, 19.0mm NOMINAL SIZE
0.35	GAL/SY BITUMINOUS PRIME COAT (MC-30)
10"	COMP. CA-6 AGGREGATE SUBBASE, TYPE B
	MATCH EXISTING ASPHALT PAVEMENT SECTION
TBD	
	B-6.12 CURB & GUTTER (UNLESS NOTED OTHERWISE)
	REVERSE PITCH B-6.12 CURB & GUTTER
	DEPRESSED PITCH B-6.12 CURB & GUTTER





PINNACLE ENGINEERING GROUP
IL DESIGN FIRM 184.006289-0010

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

CHICAGO OFFICE:
1051 E. MAIN ST., SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300

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BOLT 2.0
28884 N. ILLINOIS ROUTE 83
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REVISIONS	

SITE DIMENSIONAL & PAVING PLAN

PEJ JOB No. 1887-00-IL
REG PM BDI
START DATE 10/03/24
SCALE 1" = 30'

SHEET C-4
OF C-12

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REVIEWED: BDL
DESIGNED: SSS
DRAFTED: SSS

EXISTING

PROPOSED

STORM DRAINAGE STRUCTURE

PRECAST FLARED END SECTION

CONTOUR

SPOT ELEVATION

DIRECTION OF SURFACE FLOW

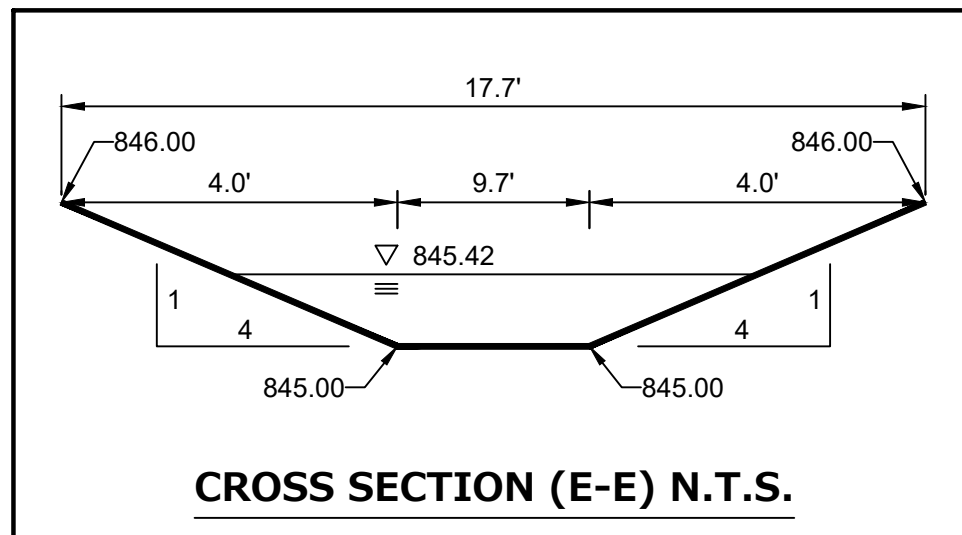
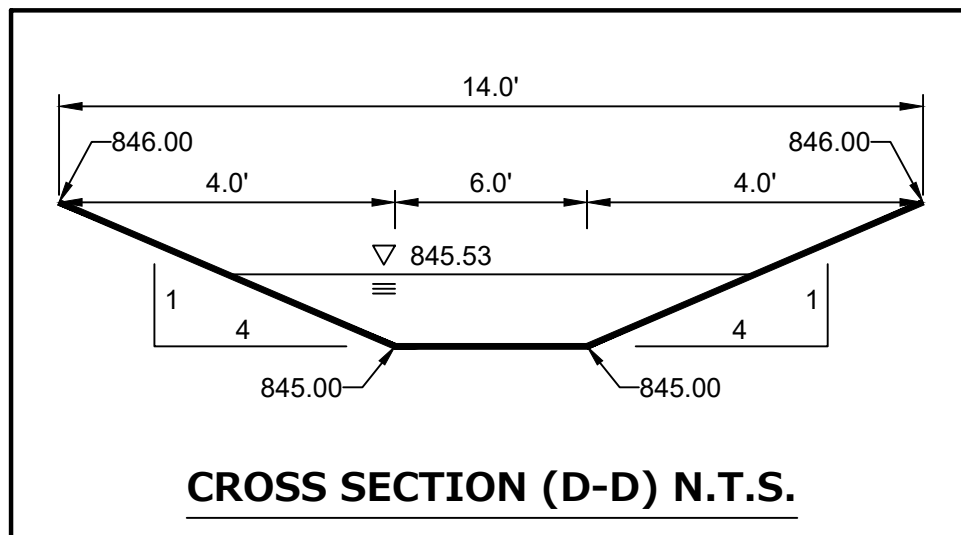
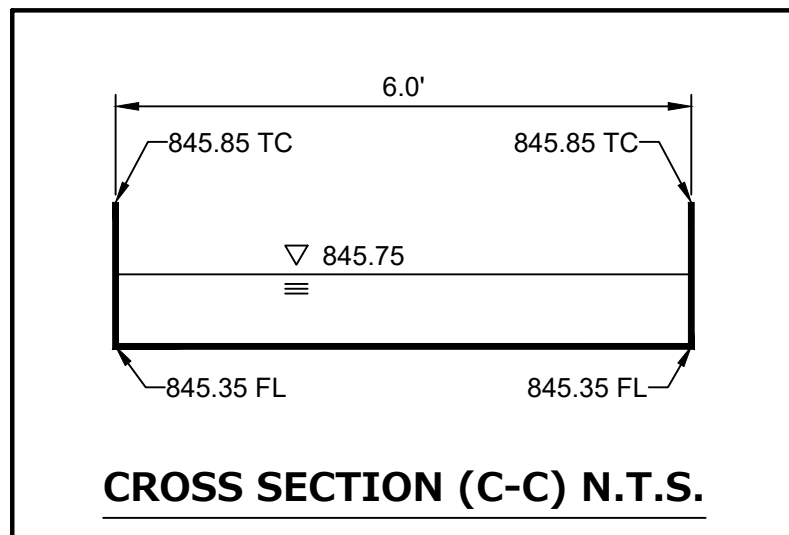
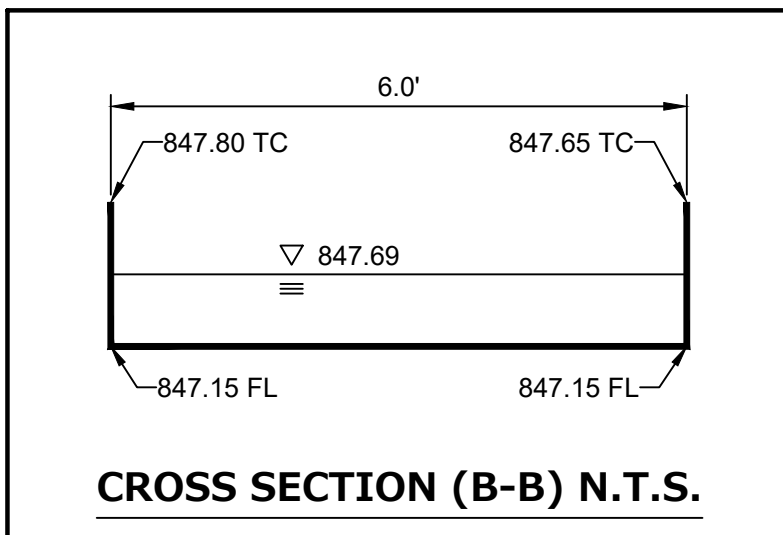
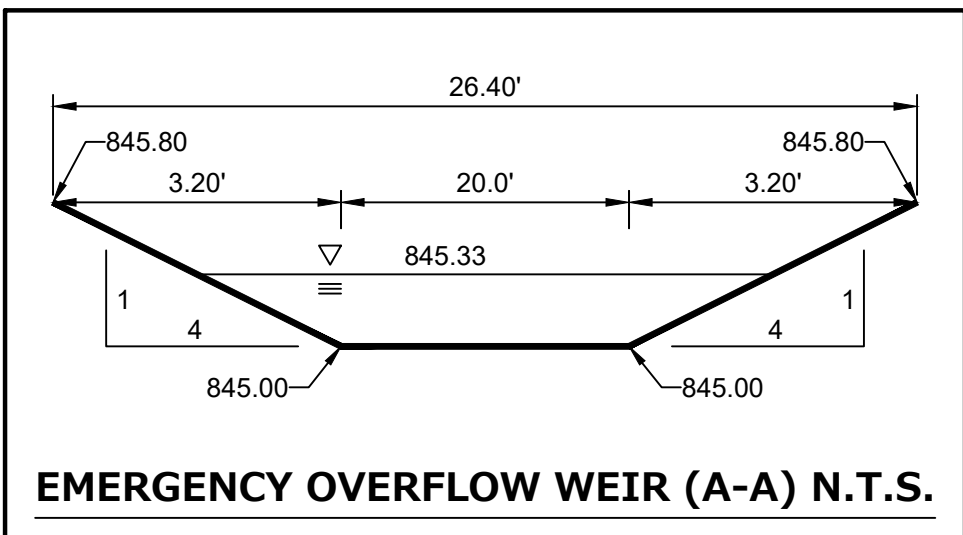
SURVEYED TREE

OVERFLOW RELIEF ROUTING

SOIL BORING

PROPOSED RIDGELINE

TYPICAL SLOPE

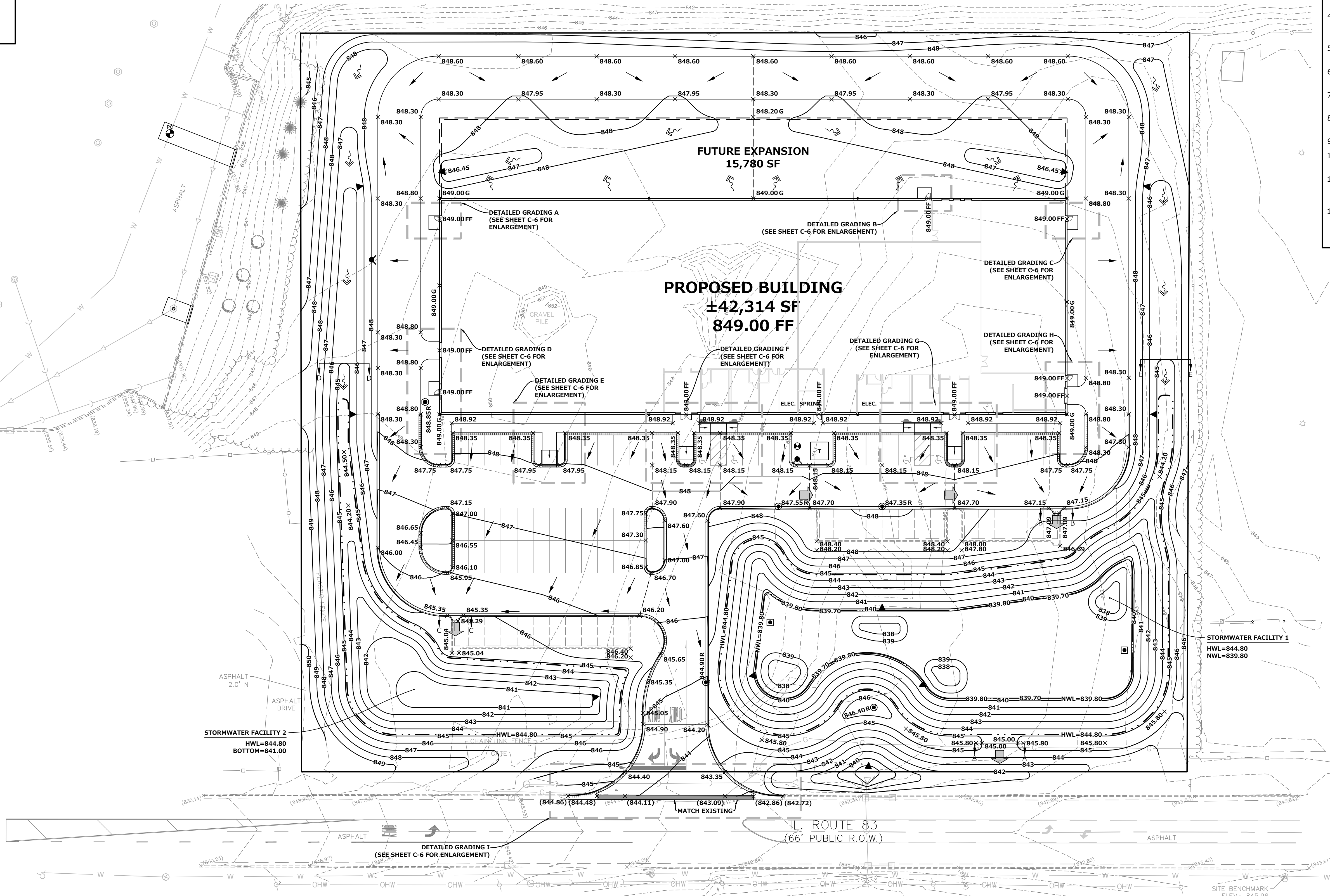
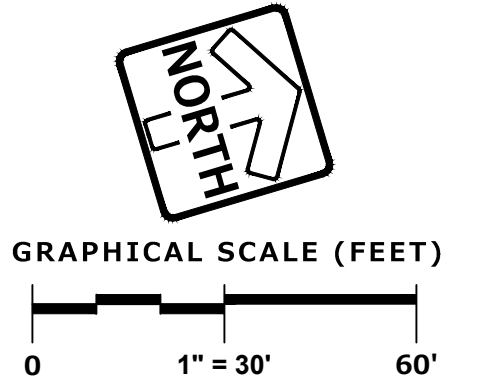


- ### GRADING NOTES
- CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.
 - BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, NOTIFY BOTH ARCHITECT AND ENGINEER.
 - REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION. GREEN/OPEN SPACE SHALL HAVE A MINIMUM OF 6" OF TOPSOIL RESPEAD. NATIVE AREAS SHALL HAVE A MINIMUM OF 12" OF TOPSOIL. TOPSOIL SHALL BE APPROVED BY THE VILLAGE ENGINEER OR WETLAND CONSULTANT.
 - CONTRACTOR SHALL MEET ALL COMPACTION REQUIREMENTS AS SPECIFIED BY GEOTECHNICAL REPORT, PROJECT SPECIFICATIONS AND ENGINEER.
 - CONTRACTOR SHALL CONSTRUCT ALL HANDICAP ACCESSIBLE ROUTES IN ACCORDANCE WITH LOCAL AND STATE ADA REQUIREMENTS.
 - PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
 - REFER TO CONSTRUCTION DETAILS FOR SIDEWALK RAMPS AND HANDICAP STRIPING.
 - ALL EXISTING AND PROPOSED CONTOURS ARE SHOWN IN 1' INCREMENTS.
 - CONTRACTOR SHALL NOT BLOCK DRAINAGE.
 - CONTRACTOR SHALL ADJUST ALL RIM ELEVATIONS OF EXISTING STRUCTURES TO PROPOSED GRADE AS NECESSARY.
 - CONTRACTOR SHALL REFER TO PLAN SPECIFICATIONS, SOIL EROSION CONTROL PLAN, AND SWPPP PRIOR TO CONSTRUCTION FOR WATER QUALITY REQUIREMENTS ASSOCIATED WITH LAND DISTURBANCE.
 - THE VILLAGE OF MUNDELEIN MUNICIPAL CODE - THE LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE (WDO) IS ADOPTED BY REFERENCE AS THE STORMWATER CONTROL AND WATERSHED DEVELOPMENT REGULATIONS.

SITE DATA TABLE	
LOT AREA:	4.702 ACRES (204,838.8 SF)
BUILDING	
BUILDING AREA:	±42,314 SF
FUTURE BUILDING AREA:	15,780 SF
PARKING	
PARKING PROVIDED:	53 STALLS INCLUDING 4 ADA
FUTURE PARKING:	25 STALLS
STORMWATER FACILITIES	
STORMWATER FACILITY 1	
TOP OF BERM	= 845.80
EMERGENCY SPILLWAY ELEVATION	= 845.00
HWL	= 844.80
NWL	= 839.80
BOTTOM	= 839.70
PROVIDED DETENTION	= 1.872 AC-FT
STORMWATER FACILITY 2	
TOP OF BERM	= 846.00 (MIN.)
HWL	= 844.80
BOTTOM	= 841.00
PROVIDED DETENTION	= 0.397 AC-FT
STORMWATER DETENTION AND VOLUME CONTROL	
TOTAL REQUIRED DETENTION	= 2.224 AC-FT
TOTAL PROVIDED DETENTION	= 2.268 AC-FT
TOTAL VOLUME CONTROL REQUIRED	= 0.121 AC-FT
TOTAL VOLUME CONTROL PROVIDED	= 0.140 AC-FT
OUTLET CONTROL STRUCTURE (STM-2)	
RIM	= 846.40
INTERNAL WEIR WALL ELEVATION	= 844.80
100-YEAR ORIFICE ELEVATION	= 842.10
ORIFICE SIZE	= 3.20 INCHES
2-YEAR ORIFICE ELEVATION	= 839.00
ORIFICE SIZE	= 2.00 INCHES

- ### ELEVATIONS
- CONTOURS ARE SHOWN AS FINISHED GRADE.
 - SPOT ELEVATIONS ARE SHOWN AS FLOW LINE ALONG THE CURB AND GUTTER AND FINISHED GRADE ELSE WHERE UNLESS SPECIFIED AS BELOW:

T/W = TOP OF RETAINING WALL
B/W = BOTTOM OF RETAINING WALL
TC = TOP OF CURB
TDC = TOP OF DEPRESSED CURB
TS = TOP OF SIDEWALK
R = STRUCTURE RIM GRADE



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REVISIONS	

GRADING PLAN

PEES JOB NO. 5897.00-IL

BDJ

START DATE 10/03/24

SCALE 1" = 30'

SHEET

C-5

OF

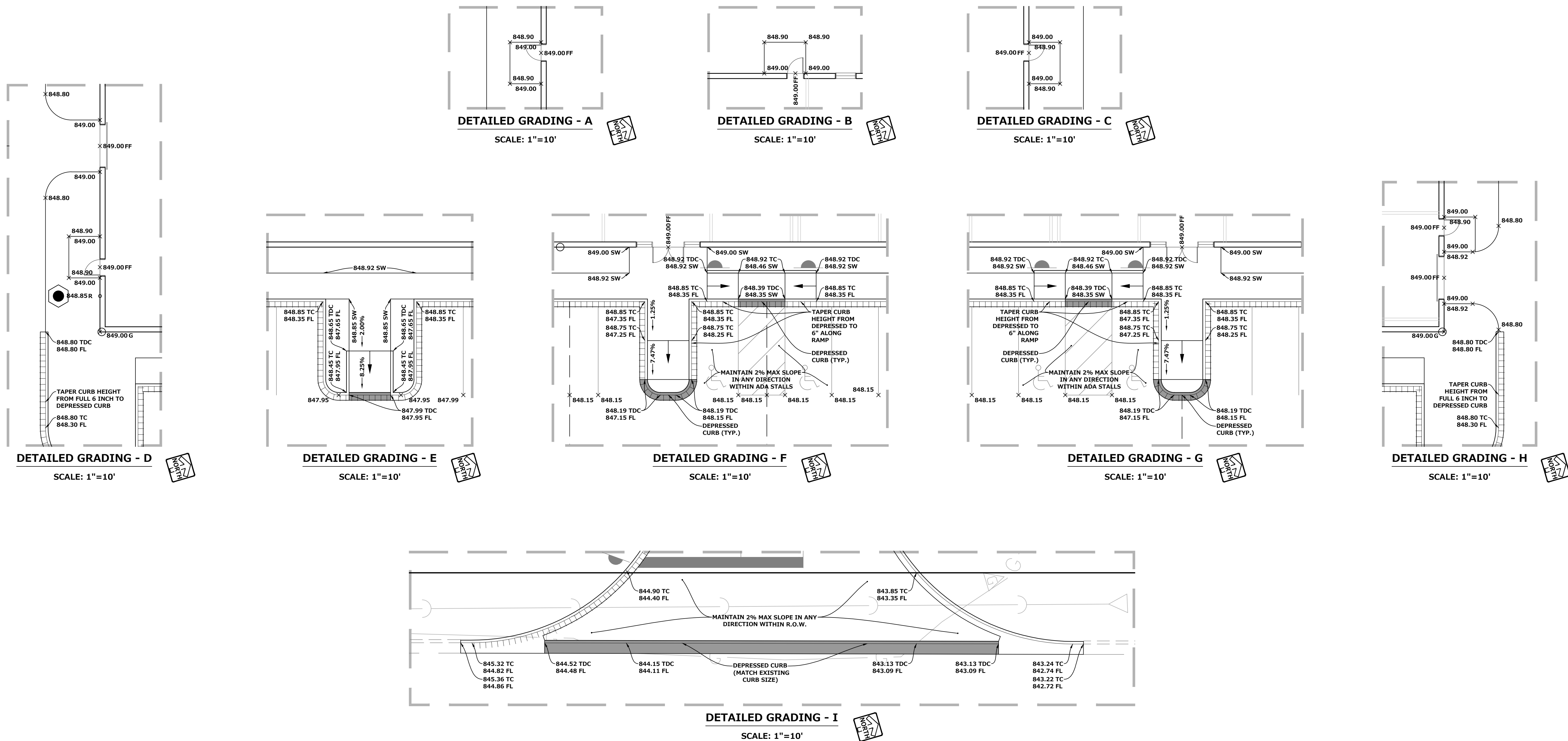
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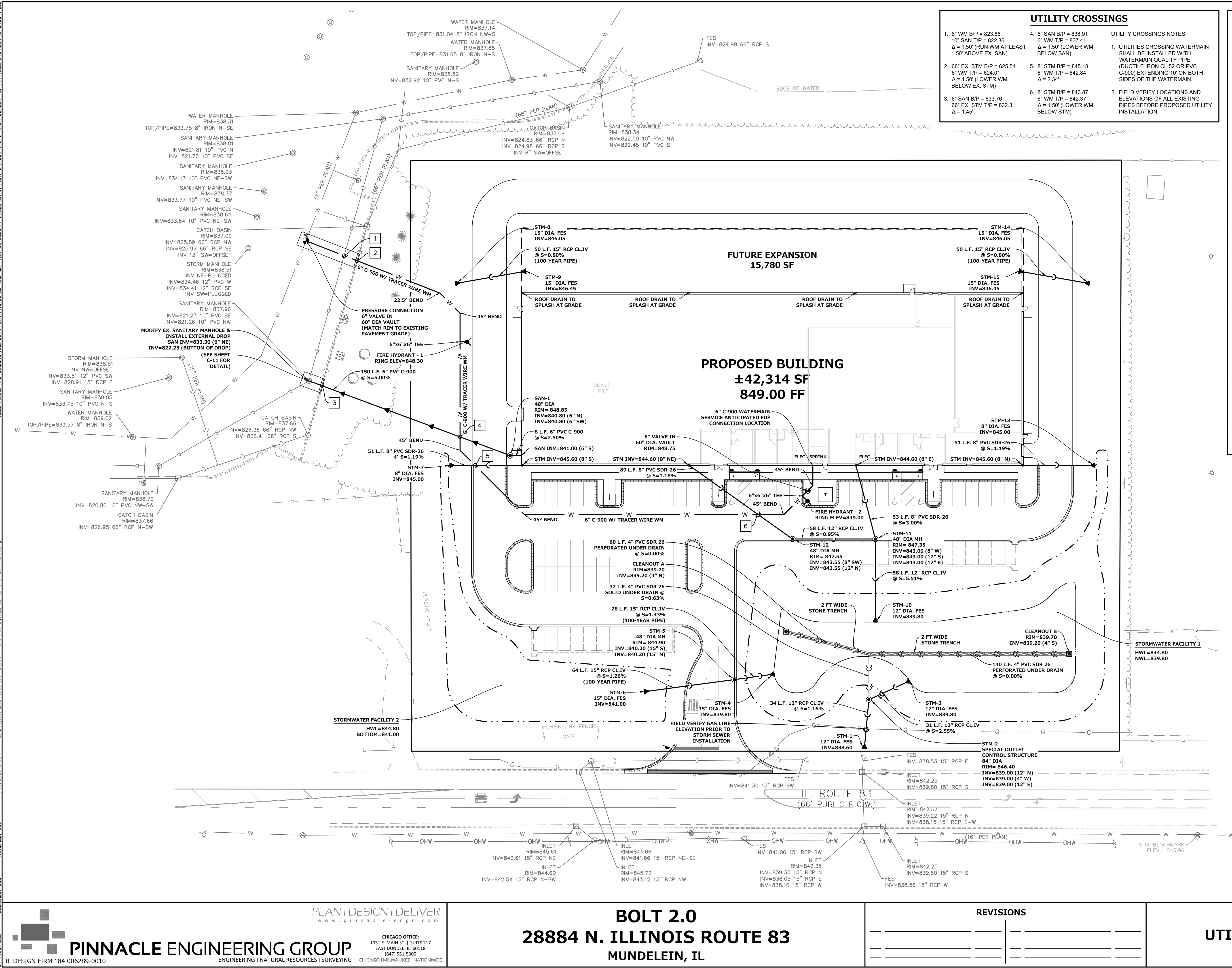
ELEVATIONS

1. CONTOURS ARE SHOWN AS FINISHED GRADE.
2. SPOT ELEVATIONS ARE SHOWN AS FLOW LINE ALONG THE CURB AND GUTTER AND FINISHED GRADE ELSE WHERE UNLESS SPECIFIED AS BELOW:

T/W = TOP OF RETAINING WALL
B/W = BOTTOM OF RETAINING WALL
TC = TOP OF CURB
TDC = TOP OF DEPRESSED CURB
TS = TOP OF SIDEWALK
FL = FLOW LINE
R = STRUCTURE RIM GRADE



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UTILITY CROSSINGS		
1. 6" WM B/P = 823.86 10" SAN T/P = 822.36 Δ = 1.50' (RUN WM AT LEAST 1.50' ABOVE EX. SAN)	4. 6" SAN B/P = 838.91 6" WM T/P = 837.41 Δ = 1.50' (LOWER WM BELOW SAN)	UTILITY CROSSINGS NOTES: 1. UTILITIES CROSSING WATERMAIN SHALL BE INSTALLED WITH WATERMAIN QUALITY PIPE (DUCTILE IRON CL 52 OR PVC C-900) EXTENDING 10' ON BOTH SIDES OF THE WATERMAIN. 2. FIELD VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING PIPES BEFORE PROPOSED UTILITY INSTALLATION.
2. 66" EX. STM B/P = 625.51 6" WM T/P = 624.01 Δ = 1.50' (LOWER WM BELOW EX. STM)	5. 8" STM B/P = 845.18 6" WM T/P = 842.84 Δ = 2.34'	
3. 6" SAN B/P = 833.76 66" EX. STM T/P = 832.31 Δ = 1.45'	6. 8" STM B/P = 843.87 6" WM T/P = 842.37 Δ = 1.50' (LOWER WM BELOW STM)	

- UTILITY NOTES**
- CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR UTILITY CONSTRUCTION.
 - ALL EXISTING INFORMATION AND EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR LOCATION OF EXISTING UTILITIES.
 - ALL UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY.
 - ONLY PUBLIC MANHOLES AND VALVE VAULTS SHALL HAVE THE "VILLAGE OF MUNDELEIN" AND "WATER," "STORM SEWER," OR "SANITARY SEWER" CAST INTO THE LID. ANY STM LIDS OR GRATES SHALL HAVE THE WORDS "DRAINS TO RIVER, DUMP NO WASTE" PERMANENTLY INSCRIBED.
 - BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, THE CIVIL PLANS SHALL TAKE PRECEDENCE.
 - CONTRACTOR SHALL VERIFY LOCATION, SIZE, AND ELEVATION OF ALL BUILDING SERVICES WITH ARCHITECTURAL AND MEP PLANS.
 - CONTRACTOR SHALL ADJUST ALL RIM ELEVATIONS OF EXISTING STRUCTURES TO PROPOSED GRADE.
 - ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS OF ALL ELECTRIC, GAS, AND TELEPHONE SERVICES PRIOR TO START OF CONSTRUCTION.
 - CONTRACTOR SHALL LOCATE ALL EXISTING SEWER AND WATERMAIN LOCATION, SIZE, ELEVATION, AND CONDITION AT POINTS OF CONNECTION AND WHERE PROPOSED UTILITIES SHALL CROSS OR POTENTIALLY COME IN CONFLICT WITH EXISTING LINES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEERING OF ANY DISCREPANCIES OR CONFLICTS.
 - LIGHTING IS SHOWN FOR REFERENCE ONLY. REFER TO PHOTOMETRICS PLAN FOR CONSTRUCTION.
 - UNDERGROUND IMPROVEMENTS SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH THE VILLAGE, THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, IDOT. IN THE EVENT OF CONFLICTING GUIDELINES, THE MORE RESTRICTIVE SHALL GOVERN.
 - THE VILLAGE OF MUNDELEIN MUNICIPAL CODE - THE LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE (WDO) IS ADOPTED BY REFERENCE AS THE STORMWATER CONTROL AND WATERSHED DEVELOPMENT REGULATIONS.

LEGEND		
EXISTING	PROPOSED	
		SANITARY MANHOLE
		STORM MANHOLE
		CATCH BASIN/RISER
		INLET
		PRECAST FLARED END SECTION
		CONCRETE HEADWALL
		VALVE VAULT
		VALVE BOX
		FIRE HYDRANT
		BUFFALO BOX
		CLEANOUT
		SANITARY SEWER
		FORCEMAIN
		STORM SEWER
		PERFORATED UNDERDRAIN
		WATERMAIN
		STREET LIGHT
		STREET SIGN
		LABELED UTILITY CROSSING

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MUNDELEIN, IL

REVISIONS	

UTILITY PLAN

SHEET C-7
OF C-12

PEB JOB No. 5897.00-IL
BDJ
REG. NO. 10/03/24
START DATE 10/03/24
SCALE 1" = 30'

1/10/2025 8:39 AM - Z:\Projects\2024\1887\00-IL-600 - CAD\FINAL\Sheet\Site\7 - SITE STABILIZATION PLAN.dwg
DESIGNED: SSS
DRAWN: SSS
CHECKED: SSS
REVIEWED: BDJ
DATE: 10/03/24

EROSION CONTROL LEGEND

SEED & BLANKET

NORTH AMERICAN GREEN S-75 BLANKET
(SEE LANDSCAPE PLAN FOR SEED MIX)

SEED & BLANKET

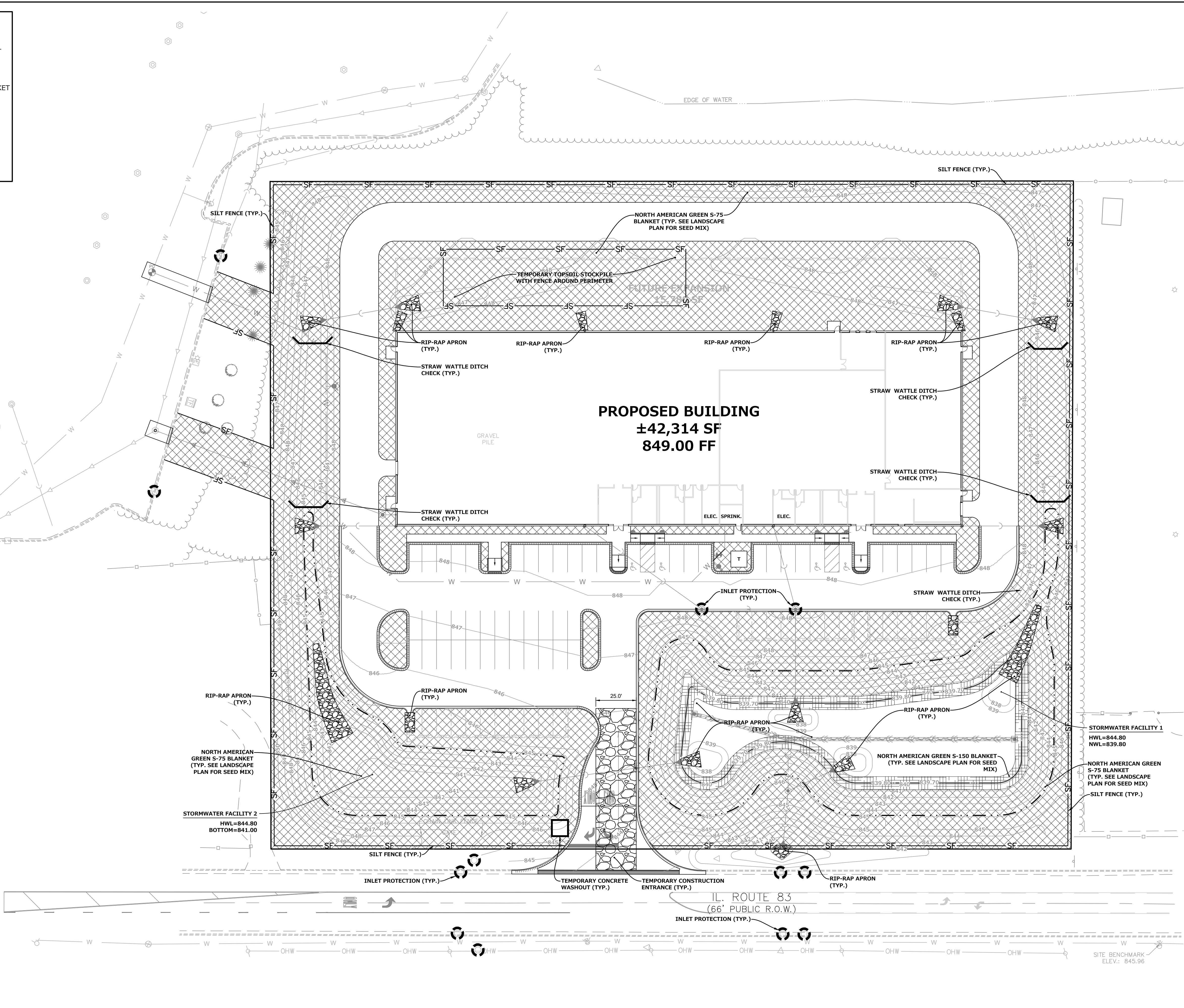
NORTH AMERICAN GREEN SC-150 BLANKET
(SEE LANDSCAPE PLAN FOR SEED MIX)

RIP-RAP APRON

DITCH CHECK

INLET PROTECTION

SILT FENCE



- SITE STABILIZATION NOTES
- AN INITIAL SEDIMENTATION AND EROSION CONTROL INSPECTION IS REQUIRED PRIOR TO STARTING CONSTRUCTION. CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (847) 359-9042 TO SCHEDULE THIS INSPECTION; THIS NOTIFICATION SHALL BE AT LEAST 24 HOURS IN ADVANCE OF CONSTRUCTION.
 - THE NOTICE OF INTENT (NOI) AND NPDES PERMIT SHALL BE OBTAINED PRIOR TO ANY EARTH MOVING ACTIVITIES.
 - ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, LATEST EDITION.
 - ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF ANY CONSTRUCTION OR DISTURBANCE OF THE SITE. THE MEASURES MAY HAVE TO BE ADJUSTED TO MEET FIELD CONDITIONS DURING CONSTRUCTION. ANY MEASURES, IN ADDITION TO THOSE OUTLINED IN THE PLANS AND WHICH ARE DEEMED NECESSARY BY THE CITY, SHALL BE IMPLEMENTED IMMEDIATELY BY THE DEVELOPER. ALL TEMPORARY EROSION CONTROL MEASURES NECESSARY TO MEET THE REQUIREMENTS OF THE VILLAGE OF MUNDELEIN STORMWATER AND FLOOD PLAIN ORDINANCE SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT SEDIMENT AND EROSION AND CONTROL MEASURES ARE OPERATIONAL.
 - THE VILLAGE OF MUNDELEIN MUNICIPAL CODE - THE LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE (WDO) IS ADOPTED BY REFERENCE AS THE STORMWATER CONTROL AND WATERSHED DEVELOPMENT REGULATIONS.
 - REGULAR INSPECTION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES MUST BE PROVIDED BY THE DEVELOPER. INSPECTIONS SHOULD OCCUR WEEKLY, AND AFTER ANY RAINFALL GREATER THAN 1/2". ANY NON-FUNCTIONING SEDIMENT CONTROL MEASURES OR DAMAGED DEVICES THAT ARE FOUND DURING INSPECTION SHALL BE REPAIRED OR REPLACED IMMEDIATELY. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY SEDIMENT WHICH LEAVES THE PROPERTY, AND THE DEVELOPER IS ALSO RESPONSIBLE FOR MAINTENANCE OF ALL SEDIMENT CONTROL MEASURES UNTIL THE SITE IS PERMANENTLY STABILIZED.
 - ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS SHALL BE MADE ACROSS THE STABILIZED CONSTRUCTION ENTRANCE AND SHALL BE UTILIZED TO PREVENT TRACKING OF DEBRIS, DIRT, AND MUD ONTO ADJACENT STREETS, PARKING LOTS, OR PROPERTIES. ANY DEBRIS, DIRT, OR MUD THAT REACHES AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, OR PARKING AREA SHALL BE PROMPTLY REMOVED (BEFORE THE END OF EACH WORK DAY), AND TRANSPORTED TO A PROPER DISPOSAL AREA.
 - ALL SEDIMENT MUST BE PREVENTED FROM ENTERING ANY PUBLIC OR PRIVATE STORM DRAINAGE SYSTEM. REUSABLE INLET FILTER BASKETS (FLEXSTORM, CATCHALL, OR EQUIVALENT), SEDIMENT BASINS, AND WATER FILTERING BAGS, SHALL BE PROVIDED AS NEEDED.
 - ALL DRAINAGE SWALES SHALL BE STABILIZED WITH SPECIFIED EROSION CONTROL BLANKET.
 - TOPSOIL STOCKPILES SHALL BE LOCATED TO AVOID EROSION OF STOCKPILE ONTO NEIGHBORING PROPERTIES OR INTO RESTORED PROJECT AREAS. STOCKPILES SHALL BE LOCATED SO THAT A DRAINAGE SWALE IS LOCATED BETWEEN THE STOCKPILE AND ANY DOWNSTREAM PROPERTIES AND SHALL NOT BE LOCATED WITHIN ANY DRAINAGEWAYS, FLOOD PLAINS, WETLANDS OR LOCALIZED POOR DRAINAGE AREAS. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 3 DAYS, IT MUST BE SEEDED AND BLANKETED TO MINIMIZE SOIL EROSION BY BOTH WIND AND WATER. REFER TO DETAIL IN THE CONSTRUCTION STANDARDS.
 - THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARY PROTECTED FROM SOIL EROSION WITHIN FIFTEEN DAYS AFTER FINAL GRADE IS REACHED. STRIPPED AREAS THAT WILL REMAIN UNDISTURBED FOR MORE THAN FIFTEEN DAYS AFTER INITIAL DISTURBANCE SHALL BE PROTECTED FROM EROSION.
 - THE DEVELOPER IS RESPONSIBLE FOR OBTAINING A SEPARATE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY WHENEVER 1 ACRE OR MORE OF PROPERTY IS DISTURBED. FOR DEVELOPMENTS OVER 1 ACRE, THE DEVELOPER MUST ALSO PREPARE AND MAINTAIN A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AT THE PROJECT SITE, ALONG WITH THE NPDES PERMIT. FOR DEVELOPMENTS LESS THAN 1 ACRE, A SEDIMENT AND EROSION CONTROL PLAN MUST BE MAINTAINED BY THE DEVELOPER.
 - IF DEWATERING SERVICES ARE USED, OR IF THE VOLUME, VELOCITY, SEDIMENT LOAD, OR PEAK FLOW RATES OF STORMWATER RUNOFF ARE TEMPORARILY INCREASED DURING CONSTRUCTION, ADJACENT PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. DISCHARGES FROM CONSTRUCTION DEWATERING SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE SUCH AS A SEDIMENT TRAP, A SEDIMENT BASIN, OR ANY OTHER APPROPRIATE MEASURE.
 - ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER DISTURBED SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERTY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.

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IL DESIGN FIRM 184.006289-0010

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REVISIONS	

SITE STABILIZATION PLAN

PEJ JOB NO. 1887-00-IL
REG. NO. 001
START DATE 10/03/24
SCALE 1" = 30'

SHEET
C-8
OF
C-12

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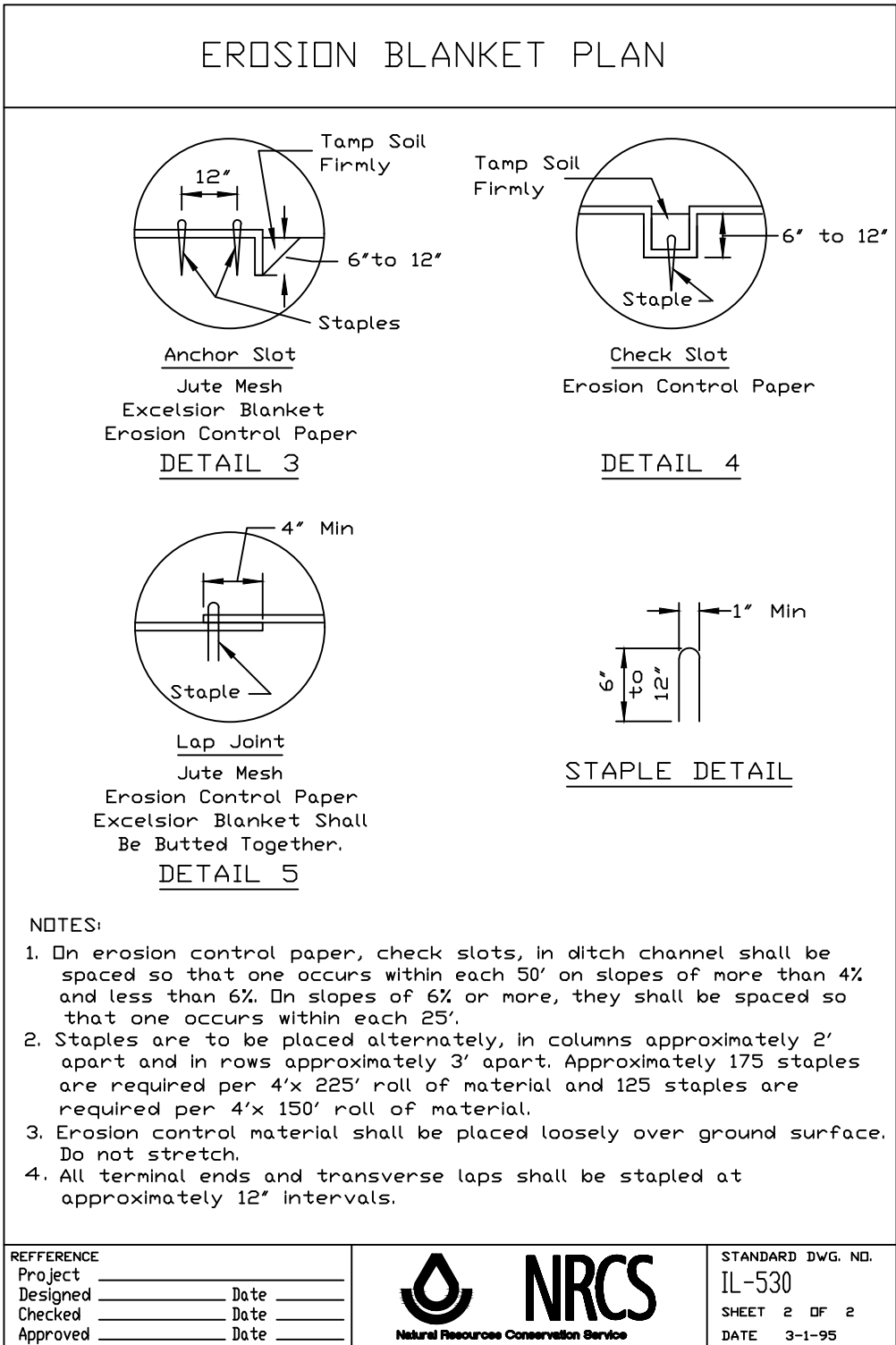
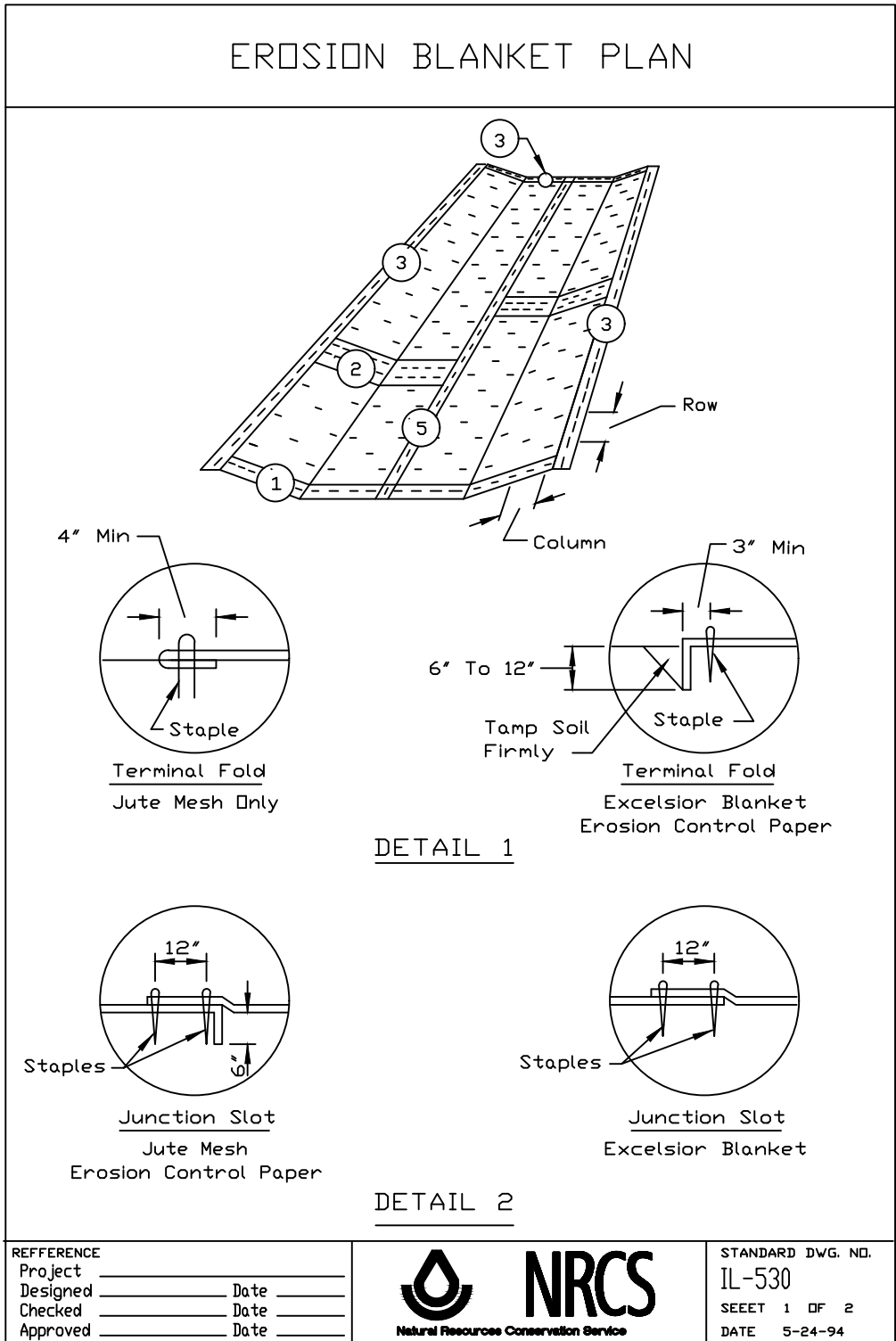
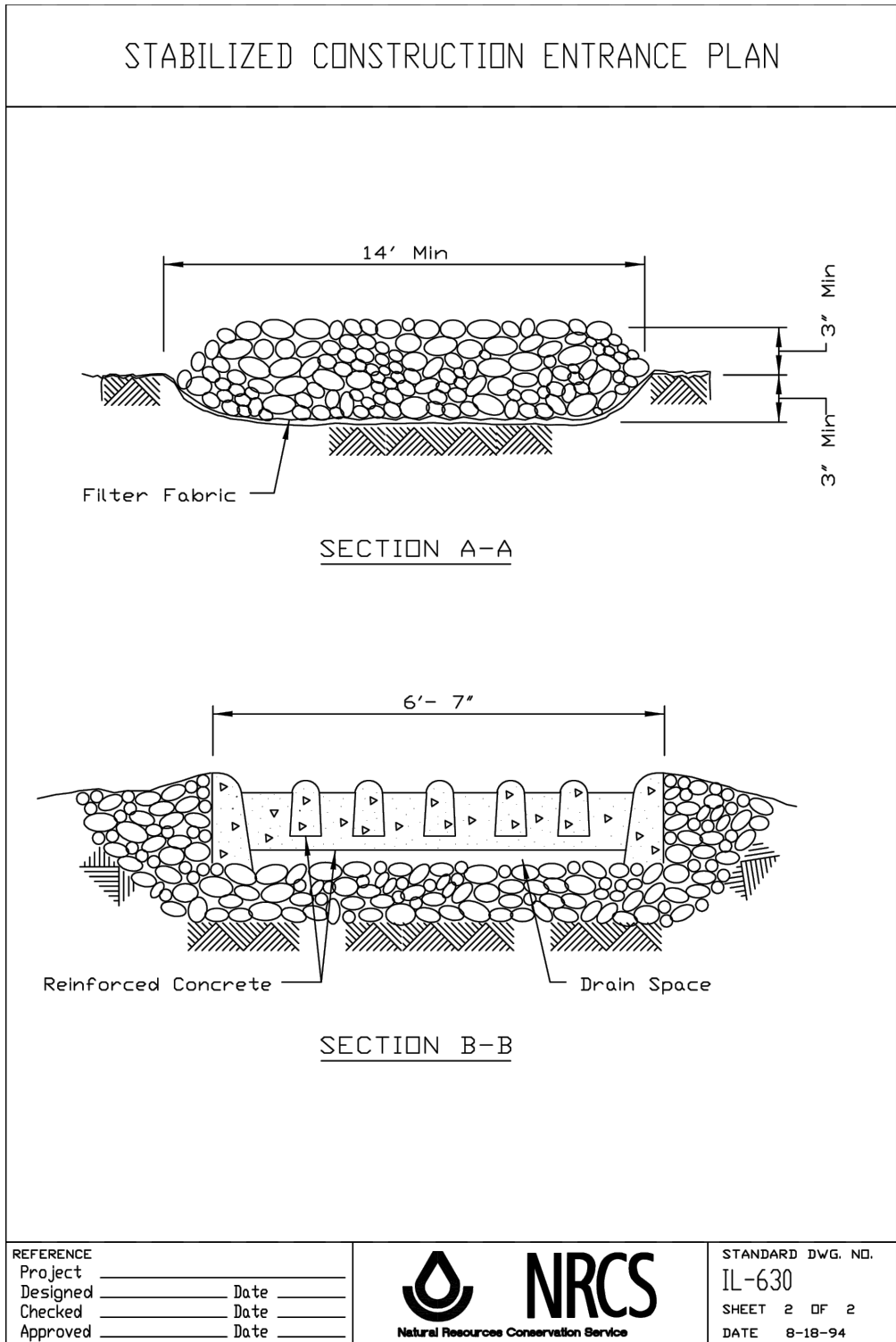
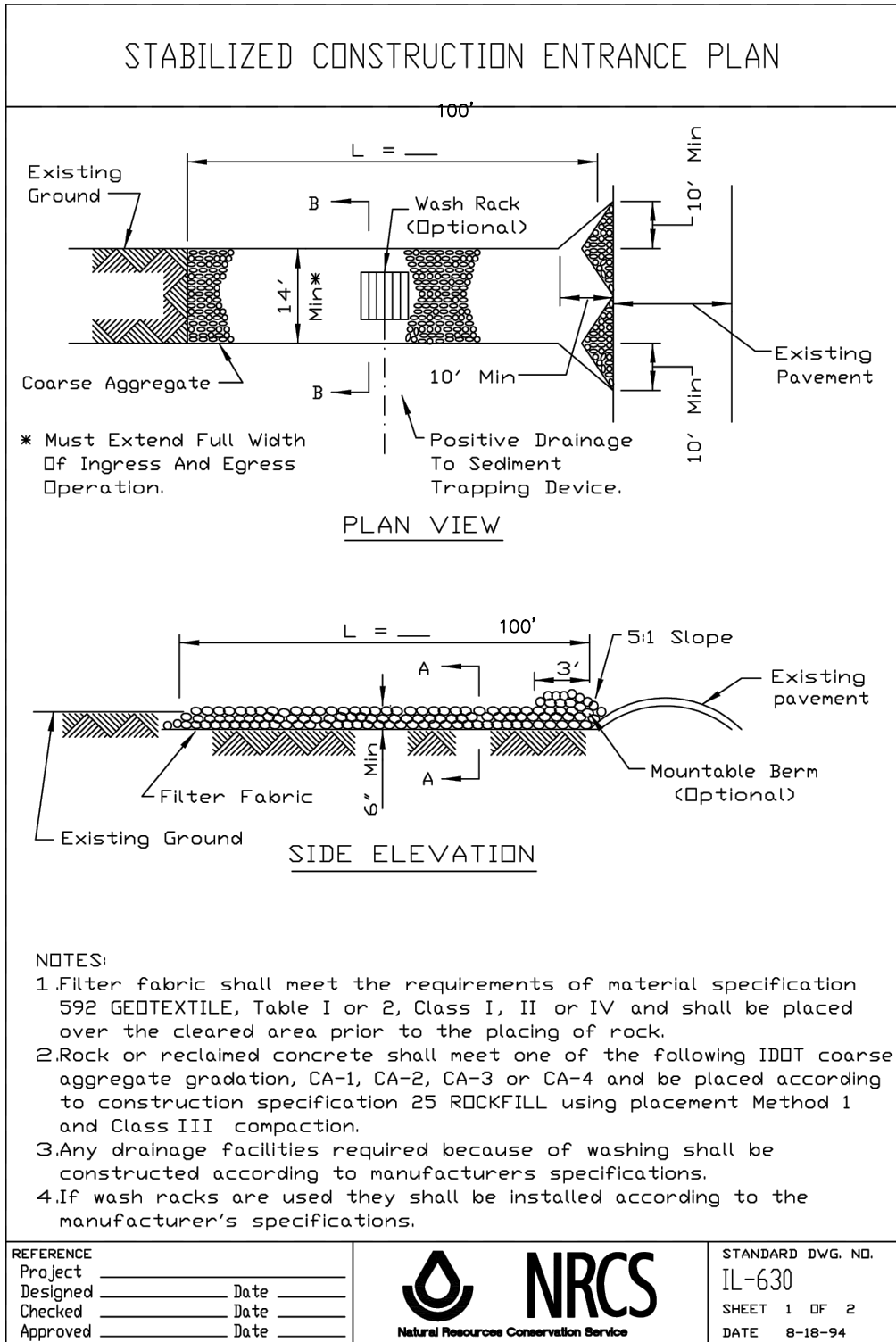
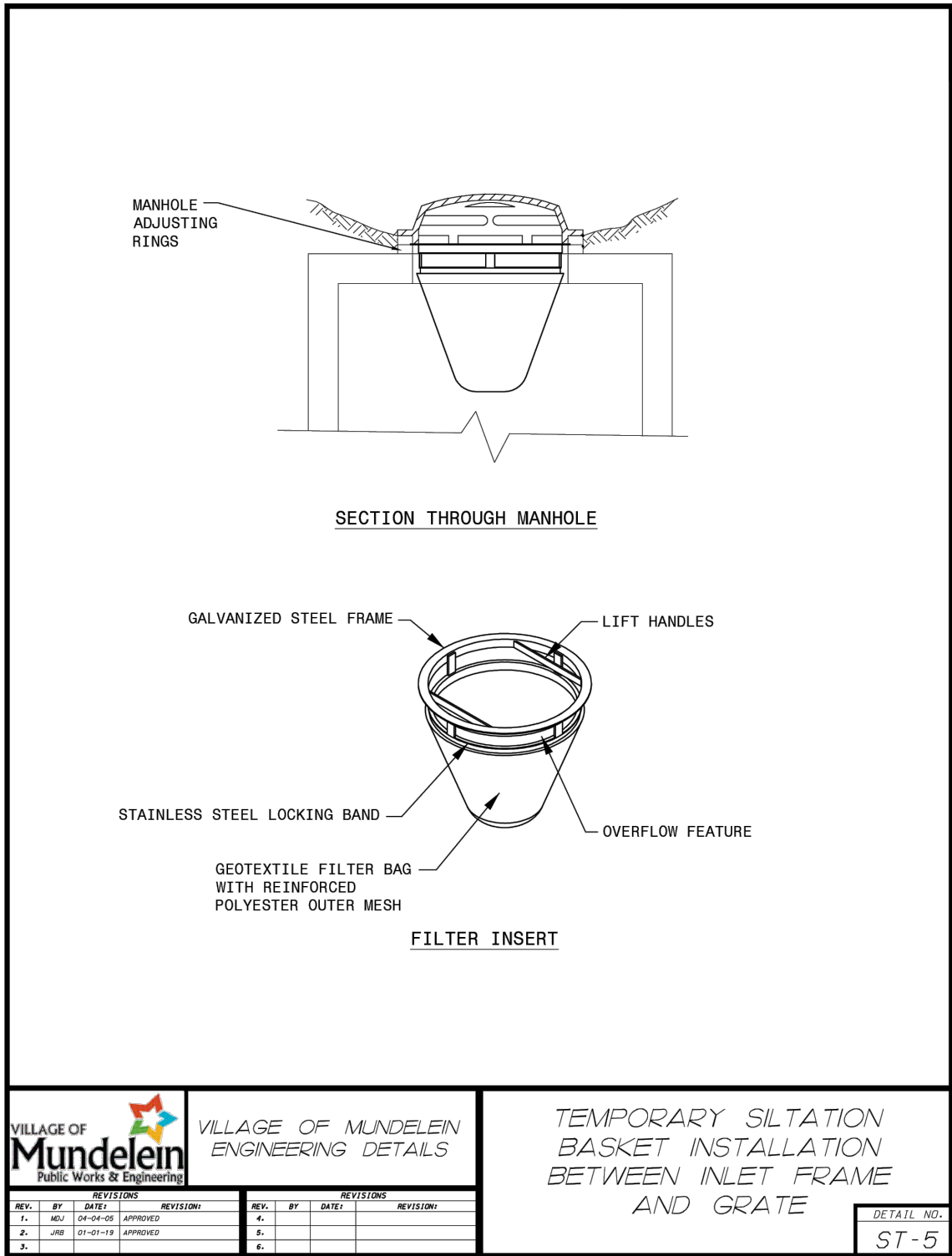
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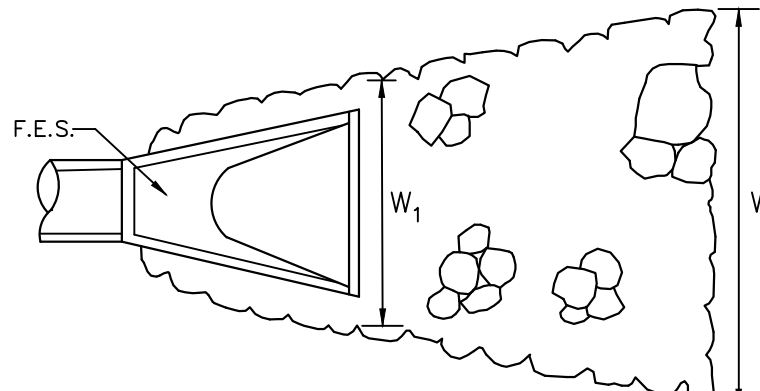
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REVIEWED: BDL

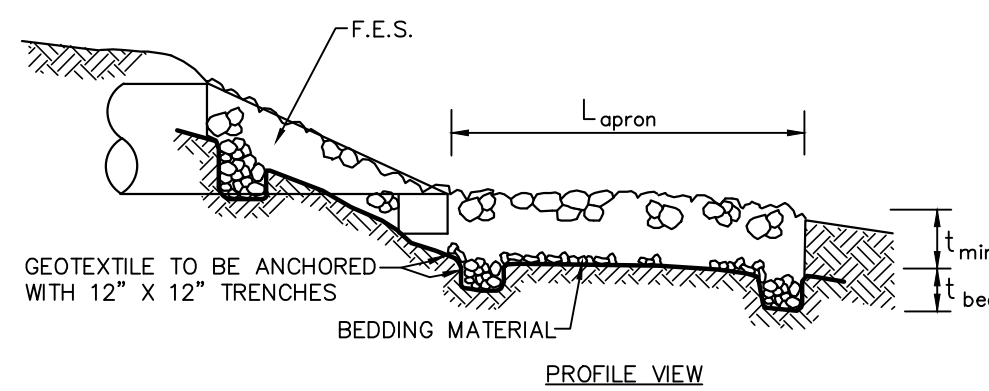
DRAFTED: SSS



MINIMUM TAILWATER CONDITIONS												
CULVERT DIAMETER	IDOT ROCK GRADATION	VELOCITY 0-5 fps					VELOCITY 5-10* fps					
		L _{apron} (ft.)	W ₁ (ft.)	W ₂ (ft.)	t _{min.} (in.)	t _{bed} (in.) MATERIAL RR-1.2	IDOT ROCK GRADATION	L _{apron} (ft.)	W ₁ (ft.)	W ₂ (ft.)	t _{min.} (in.)	t _{bed} (in.) MATERIAL RR-1.2
12"	RR-3	10'	3'	11'	8"	—	RR-3	12'	3'	13'	8"	—
15"	RR-3	12'	3.75'	13.25'	8"	—	RR-3	14'	3.75'	15.25'	8"	—



PLAN VIEW

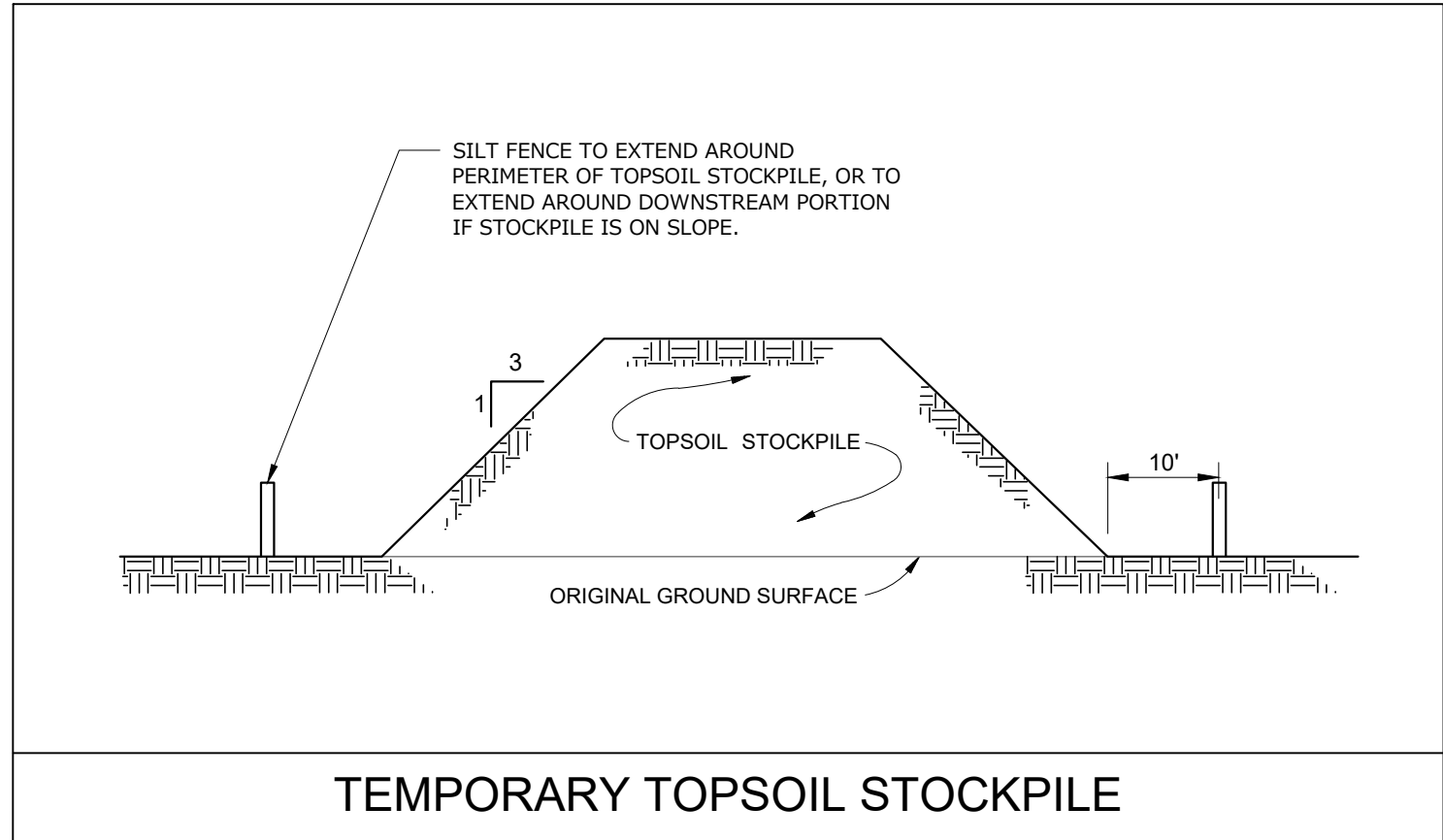
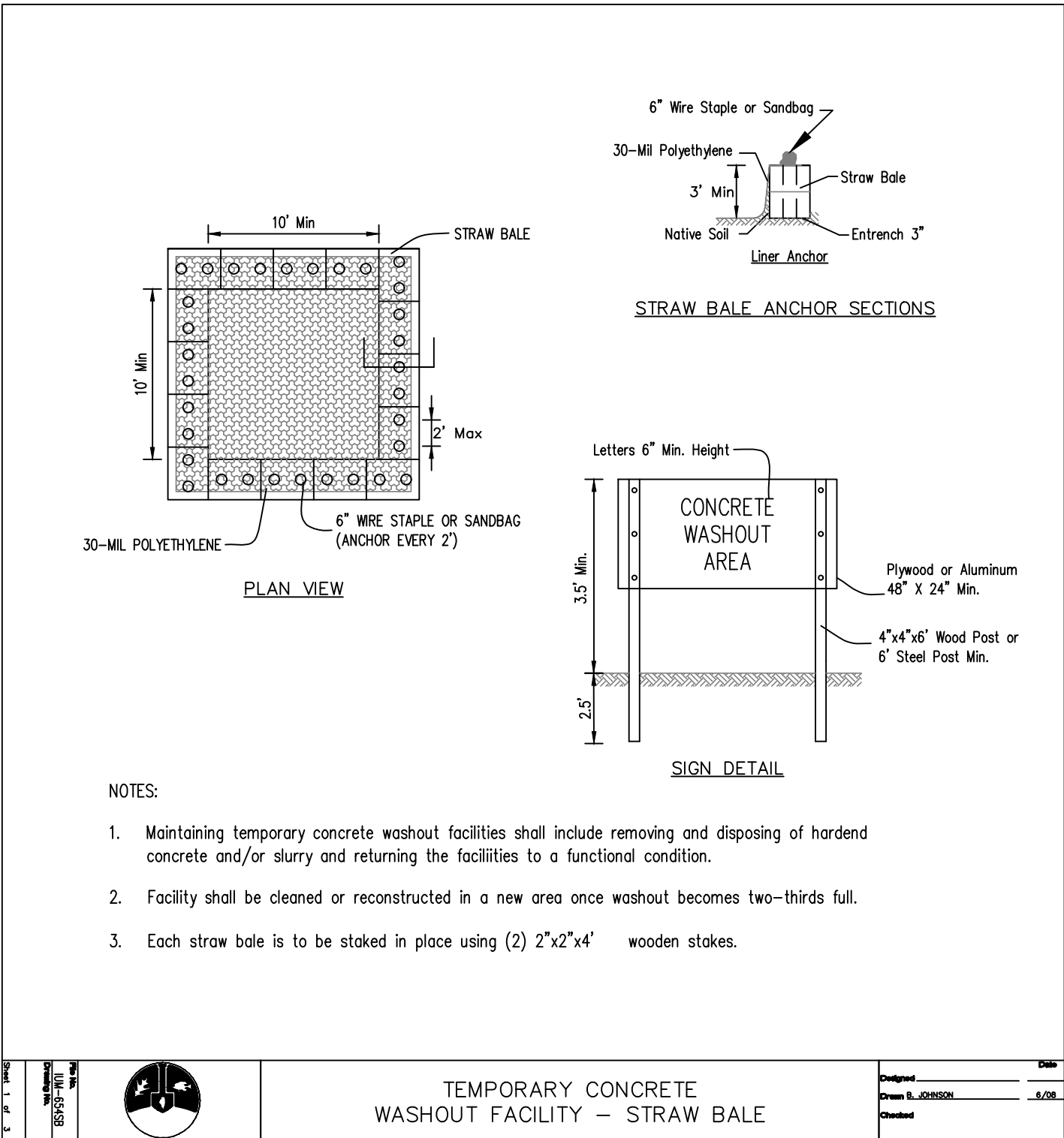
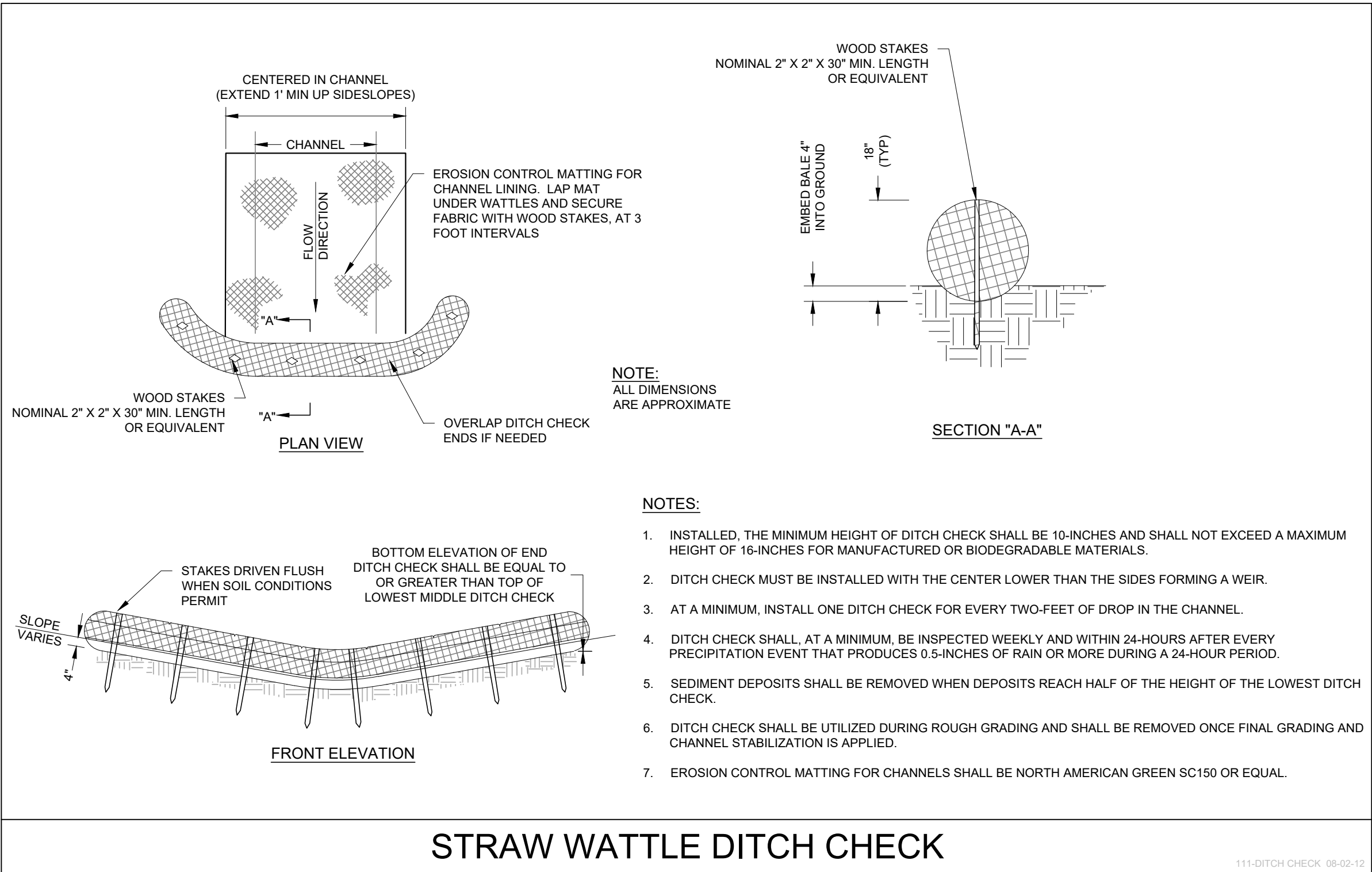


PROFILE VIEW

NOTES:

- THE FILTER FABRIC SHALL MEET OR EXCEED THE REQUIREMENTS IN MATERIAL SPECIFICATIONS 592 GEOTEXTILE TABLE 1 OR 2, CLASS I, II, OR III.
- THE ROCK RIPRAP SHALL MEET IDOT REQUIREMENTS AND SPECIFICATIONS.

RIP-RAP AT END SECTIONS



96" ϕ 8" ϕ 2" 12" 12"

NO EPOXY COATED DOMES
DRILL & GROUT ϕ 16" O.C.

THIN NETWAY R-1700-A
FINWES & LIDS
IMPRINTED "VILLAGE OF
MUNDELEN" & "STORM"

RIM E.L.E. = **\$46.40**

INTERIOR, SPILLWAY
8' 100 YR E.V.E.
E.L.E. = **\$44.95**

100 YR EVENT
INV. E.L.E. = **\$45.10**
DIAMETER **3.50"**

8" X 8" TRASH GRATE

5' MIN.

84" MIN. PRECAST
CONCRETE CATCH BASIN
WITH 8" REINFORCED
CONCRETE Baffle WALL

STEPS ϕ 18" O.C.
BOTH SIDES

NO EPOXY COATED BARS ϕ 8"
O.C. VERT & HORIZONTAL

INV = **\$39.00**

OUTLET

INV = **\$39.00**

2 YR EVENT
INV. E.L.E. = **\$39.00**
DIAMETER **2.00"**

CLUMP
18" MIN.

4" COMPACTED
CA-8

UNDISTURBED EARTH

VILLAGE OF MUNDELEN
Restrictor Structure

RESTRICTOR STRUCTURE

DETAIL NO. ST-4

The diagram illustrates a cross-section of a storm sewer trench. At the top, a horizontal line represents the 'FINISHED GRADE'. Below this, a dashed line indicates the 'TRENCH TOP'. The trench itself is a circular structure. The layers are numbered as follows:

- 1**: SELECT TRENCH BACKFILL. This layer is shown on both sides of the trench, above the bedding. It is described as granular material to be used under existing or proposed pavement, curb and gutter, sidewalk or within 2' of any existing or proposed curb and gutter or sidewalk, shall be mechanically compacted CA-6, CRUSHED CONCRETE OR GRADE #9.
- 2**: PIPE BEDDING & INITIAL TRENCH BACKFILL. This layer is shown directly beneath the pipe. It is described as materials in other locations if approved by the engineer, refer to TRENCH BACKFILL. SPECIAL PROVISIONS FOR MATERIALS AND COMPACTION REQUIREMENTS.
- 3**: UNSUITABLE MATERIALS. This layer is shown on the sides of the trench, below the bedding. It is described as if encountered - SHALL BE REMOVED WHERE DIRECTED BY THE ENGINEER AND REPLACED WITH SUITABLE AND COMPACTED MATERIAL.
- 4**: TRENCH WIDTH. This layer is shown at the bottom of the trench, below the bedding. It is described as MINIMUM = PIPE O.D. + 12" MAXIMUM = PIPE O.D. + 18"

At the bottom of the diagram, there is a note: 'NOTES: 1. ALL CA-6 MATERIAL TO BE TIGHT APPROVED.'

[illegible][illegible][illegible]

The diagram illustrates a cross-section of an underdrain system. It features a central circular underdrain pipe. Above the pipe is a layer of aggregate, labeled "IDOT CA-7 COURSE AGGREGATE STORAGE BED". The bottom of this aggregate layer is marked with an elevation of "INV=839.20". The top of the aggregate layer is marked with an elevation of "BOTTOM=839.70". The entire structure is shown within a 2-foot wide section, indicated by a dimension line at the bottom labeled "2 FT".

[illegible]

PLAN (WELDED WIRE FABRIC)

Typical location for string device.
Welded wire fabric.
Bar C (see table)
No. 4 (No. 13) bars 30 (NOD) long
A

PLAN (REINFORCED BARS)

Bar C (see table)
No. 4 (No. 13) bars 30 (NOD) long
Bar C (see table)
B

SECTION A-A

Bar C
D₁
D₂
D₃
D₄
D₅
D₆
D₇
D₈
D₉
D₁₀
D₁₁
D₁₂
D₁₃
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The technical drawing illustrates the design of a manhole step assembly, consisting of three views:

- PLAN VIEW:** Shows the top-down layout of the step. It features a central rectangular area with rounded corners, labeled "Slab face of structure". The overall width is 10 (250) mm. The depth of the step is 150 (380) mm. The drawing is labeled "PLAN VIEW" and includes a section line "A-A" indicating the location of Section A-A.
- ELEVATION VIEW:** Shows the side profile of the step. It is a simple rectangular block with a height of 150 (380) mm. The drawing is labeled "ELEVATION VIEW".
- SECTION A-A:** A cross-sectional view of the step. It shows the internal structure, including a "1/2 (12.5) Reinforcement bar" embedded in the concrete. The drawing is labeled "SECTION A-A".



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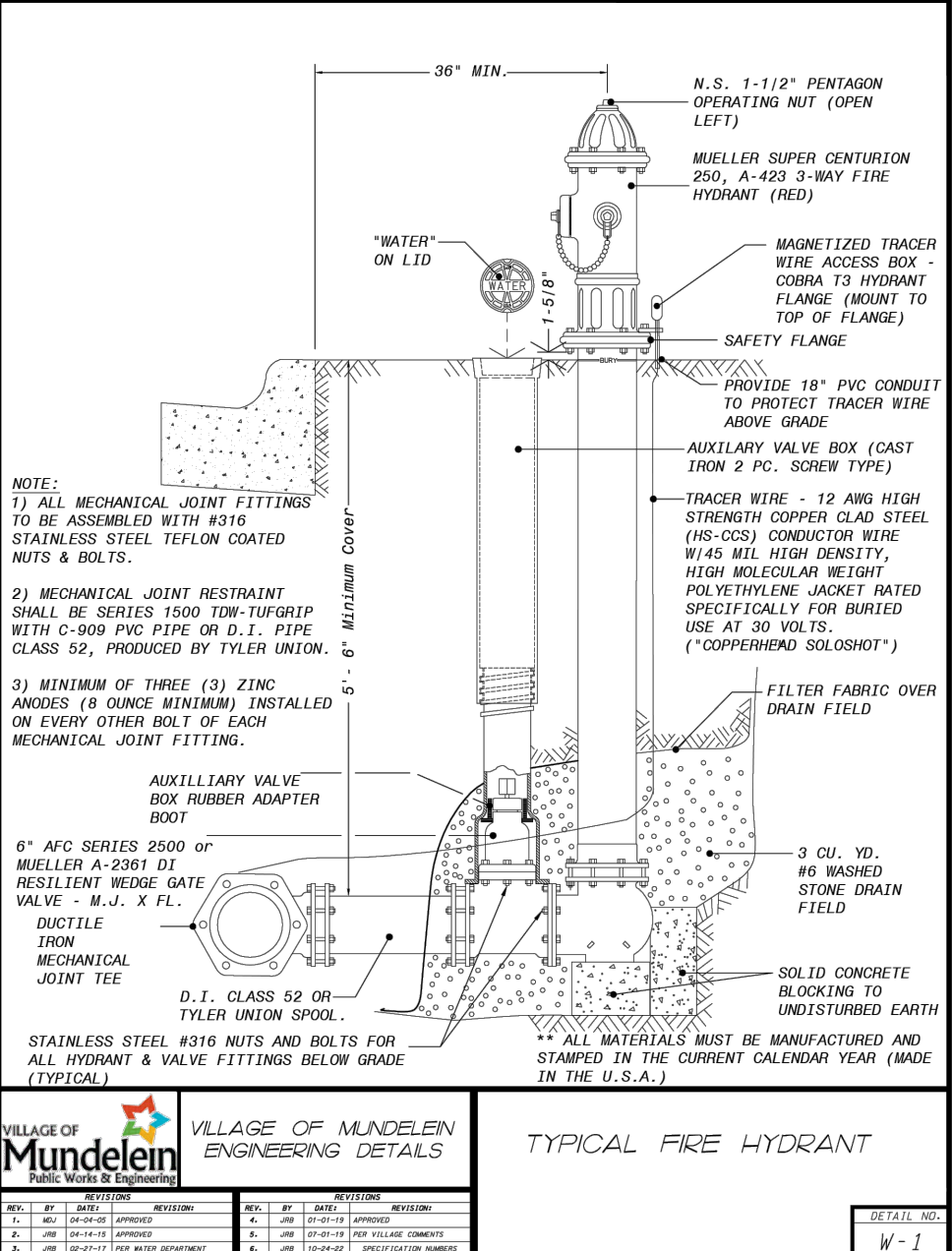
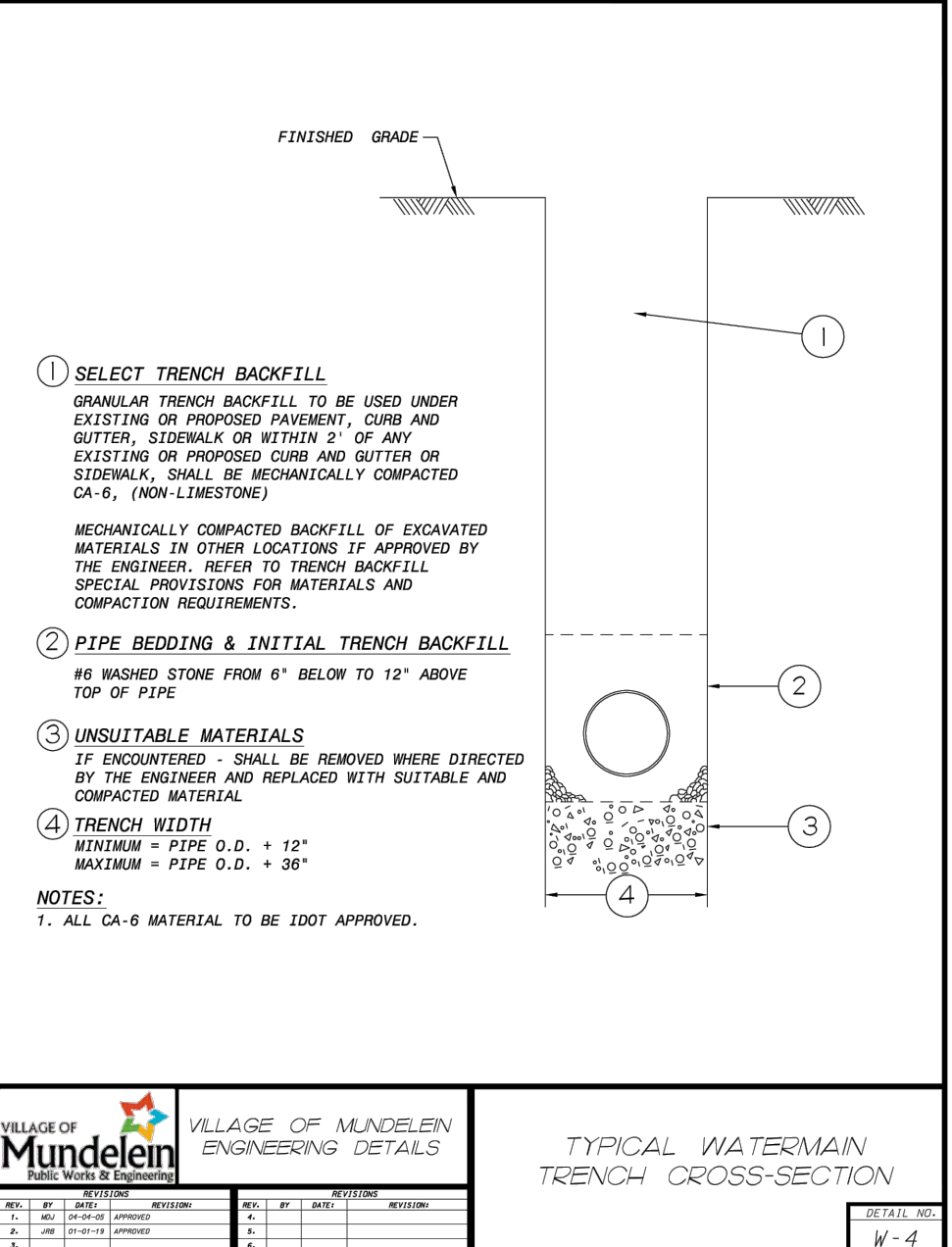
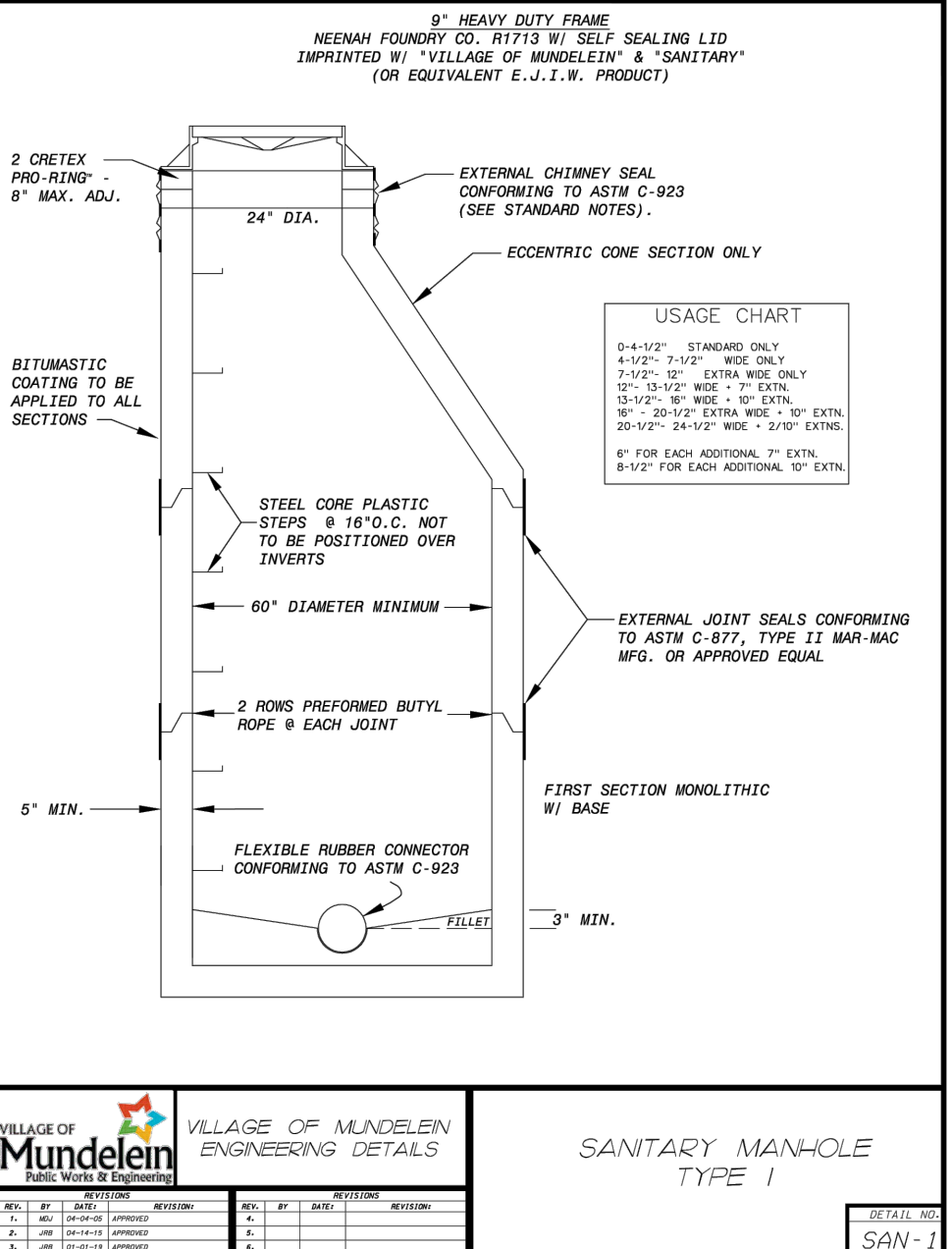
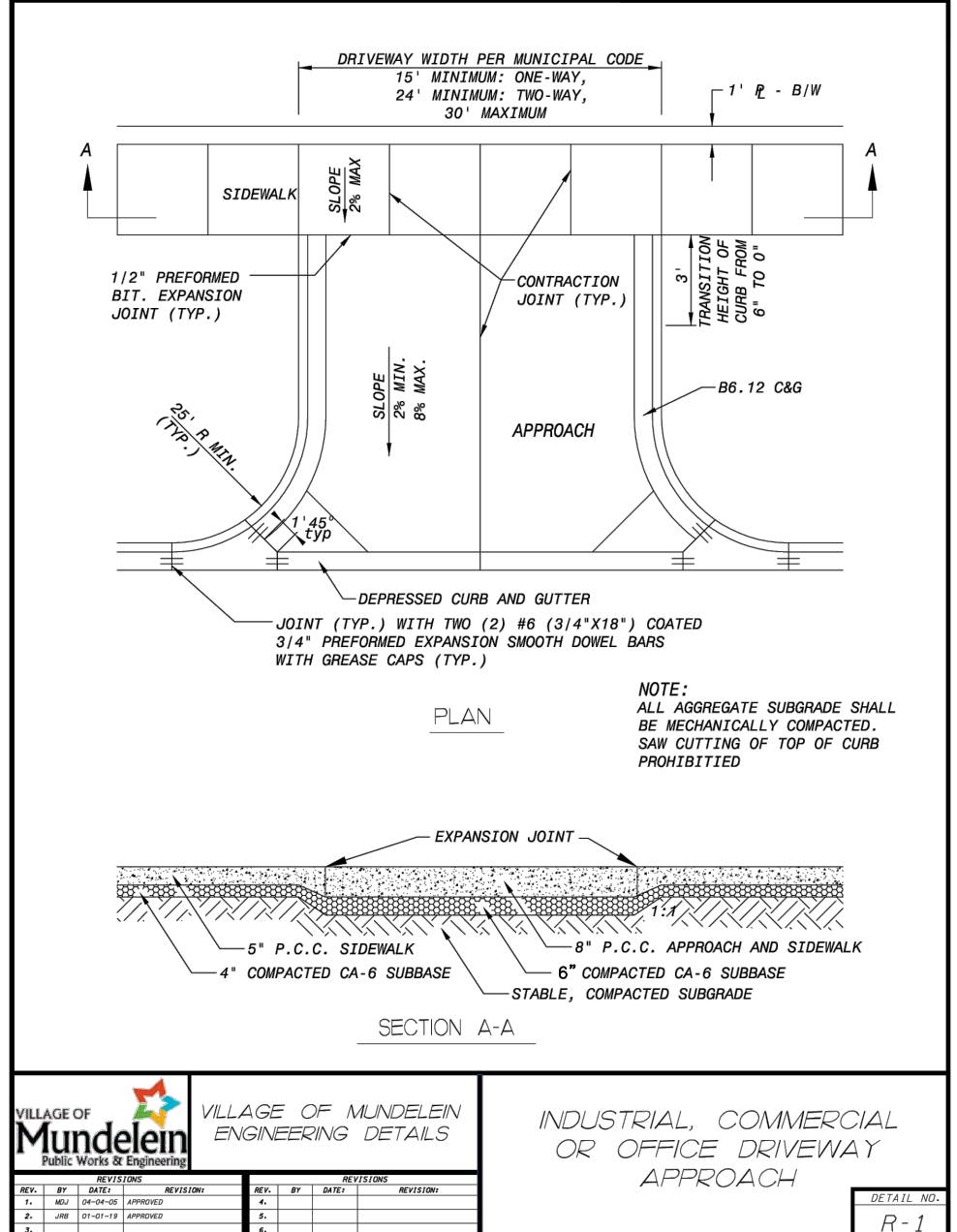
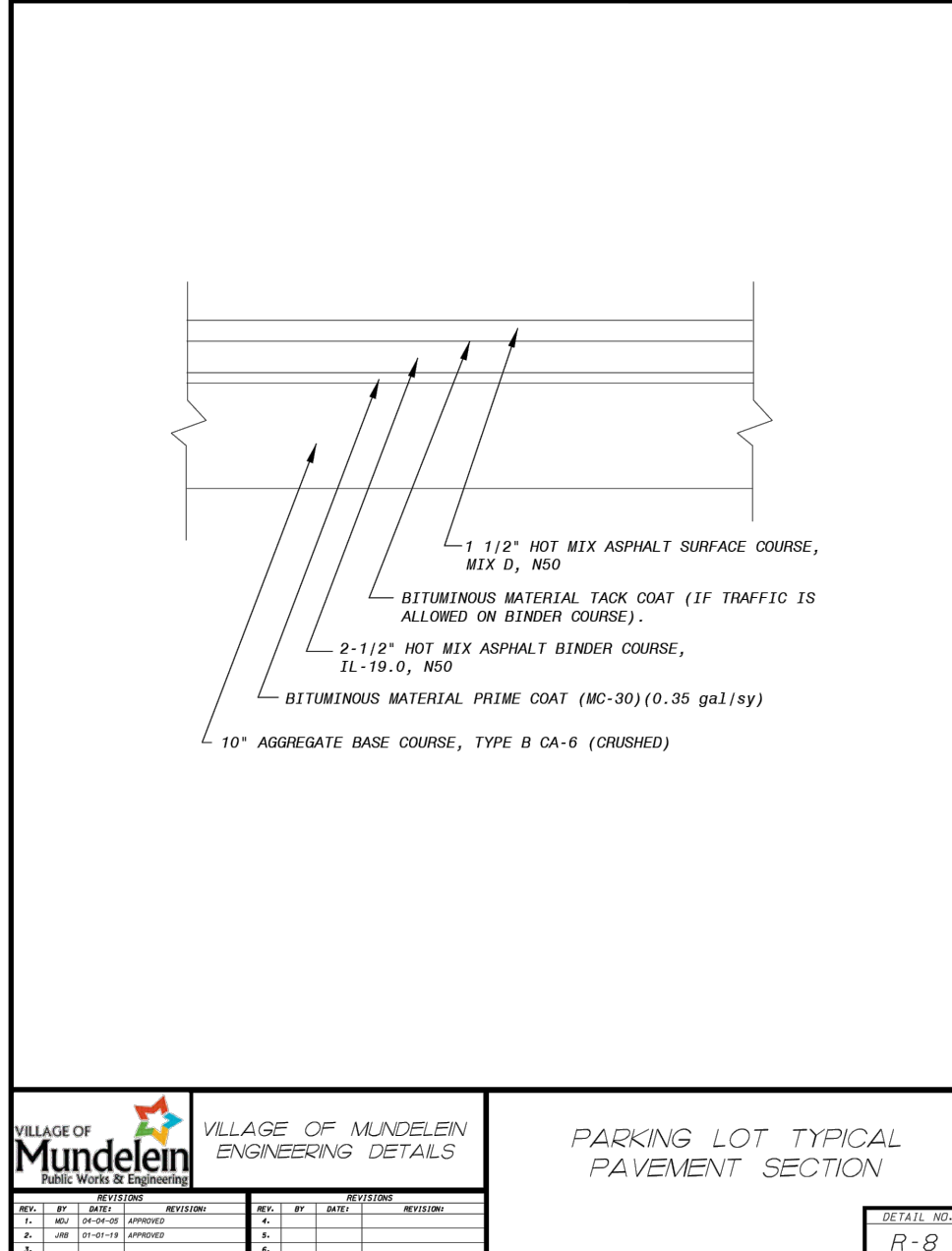
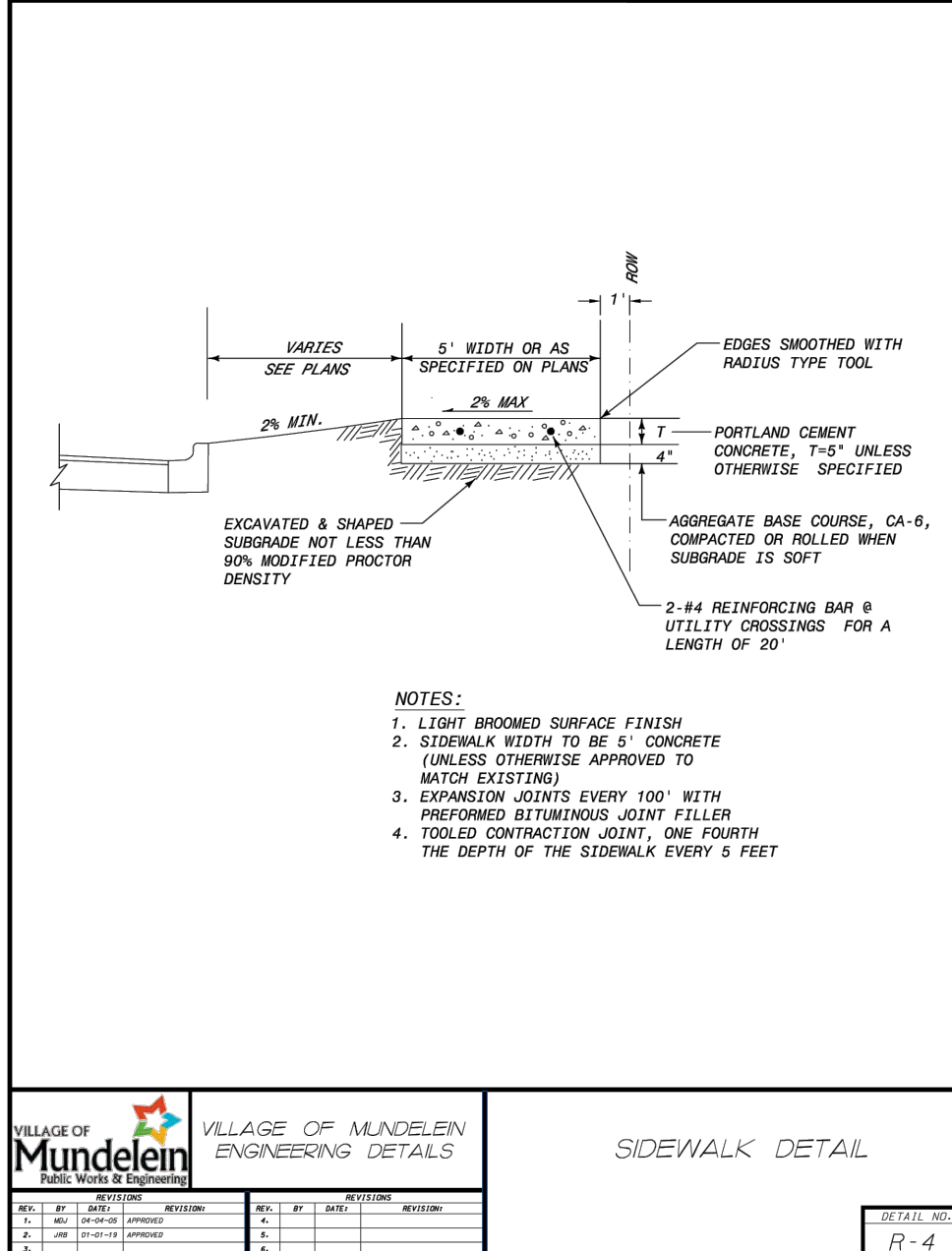
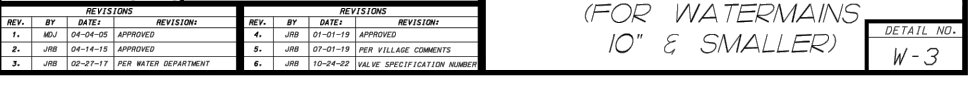
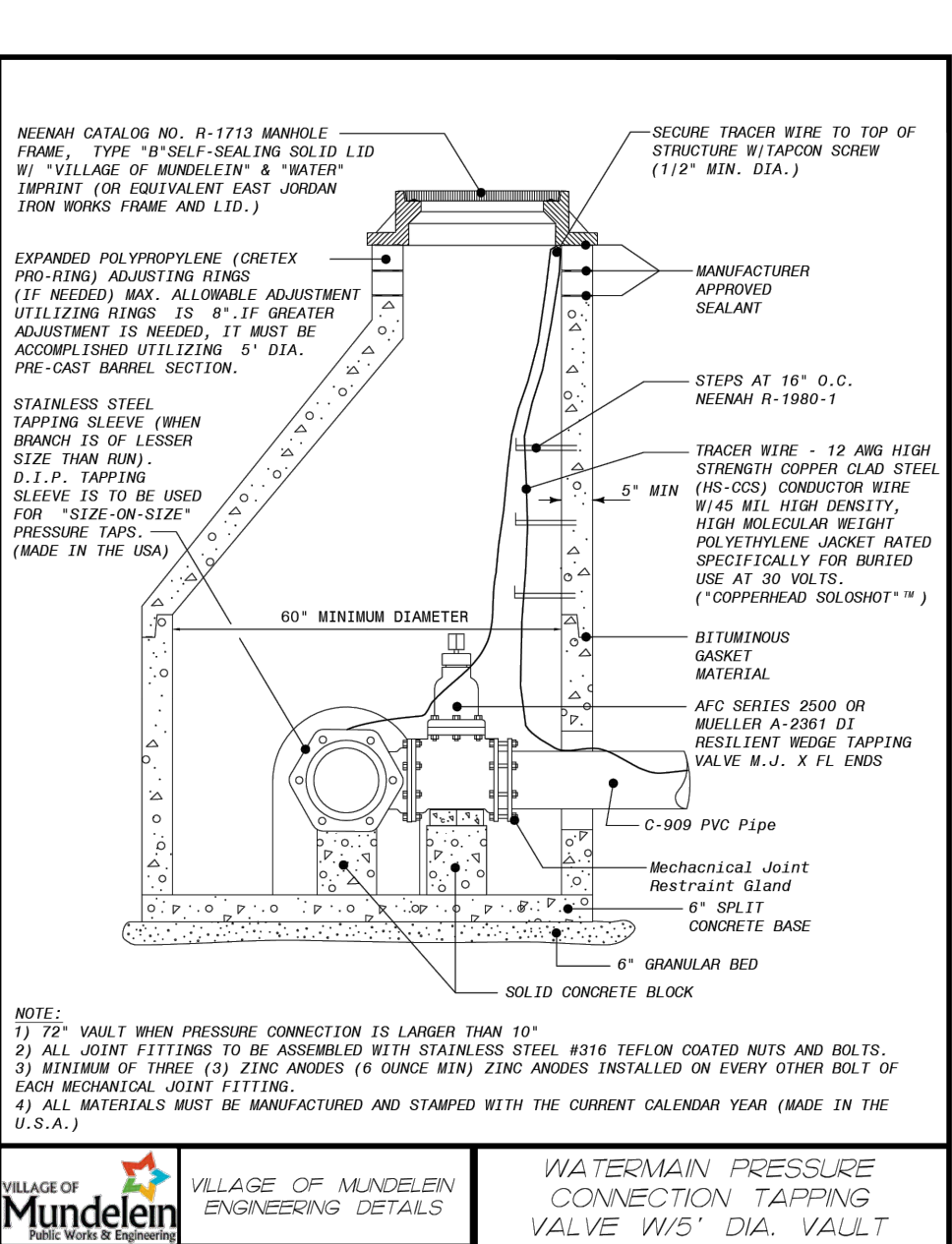
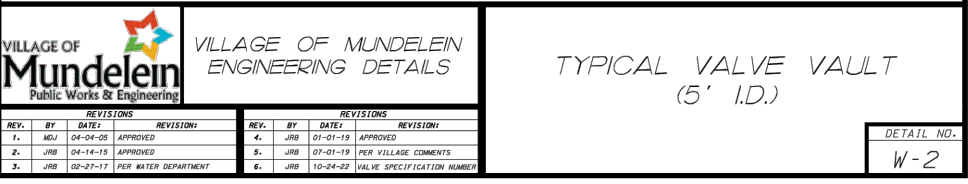
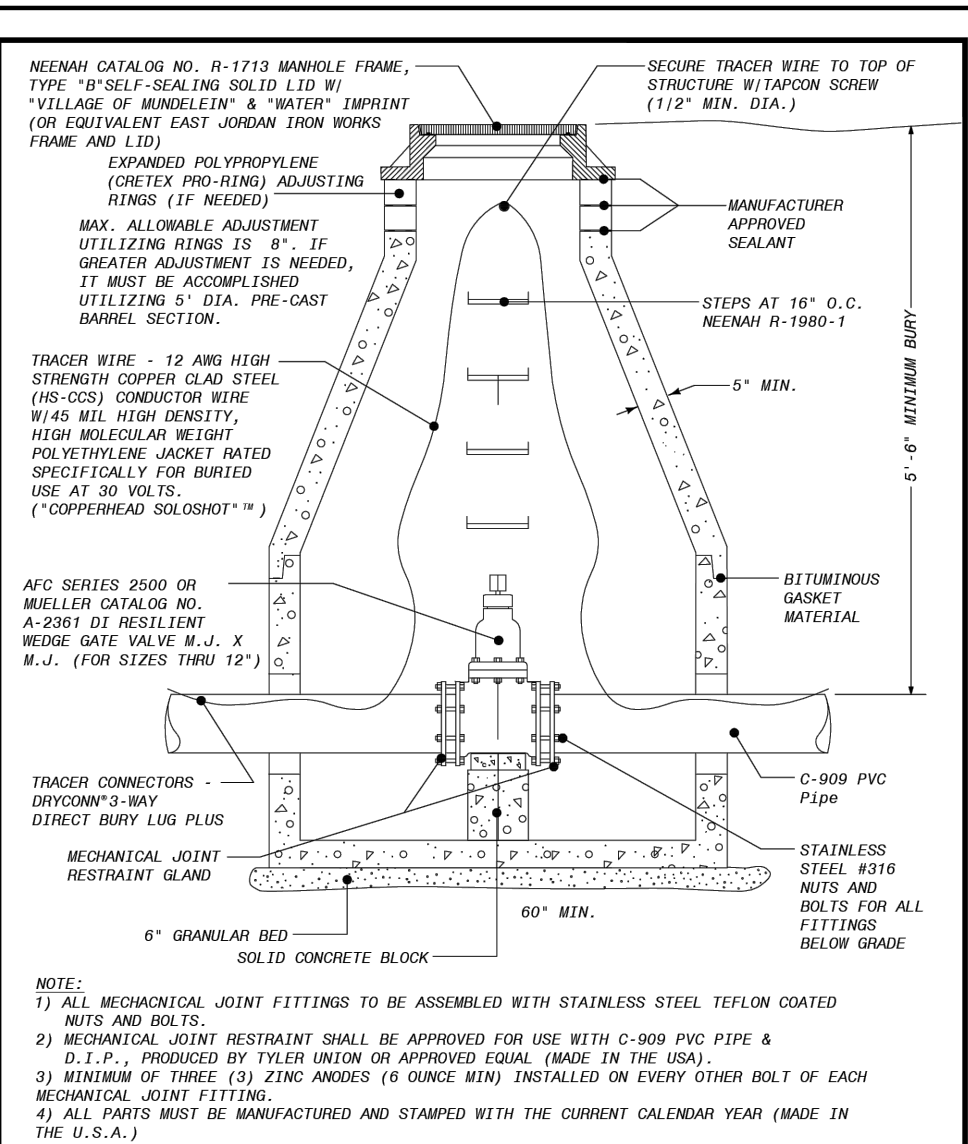
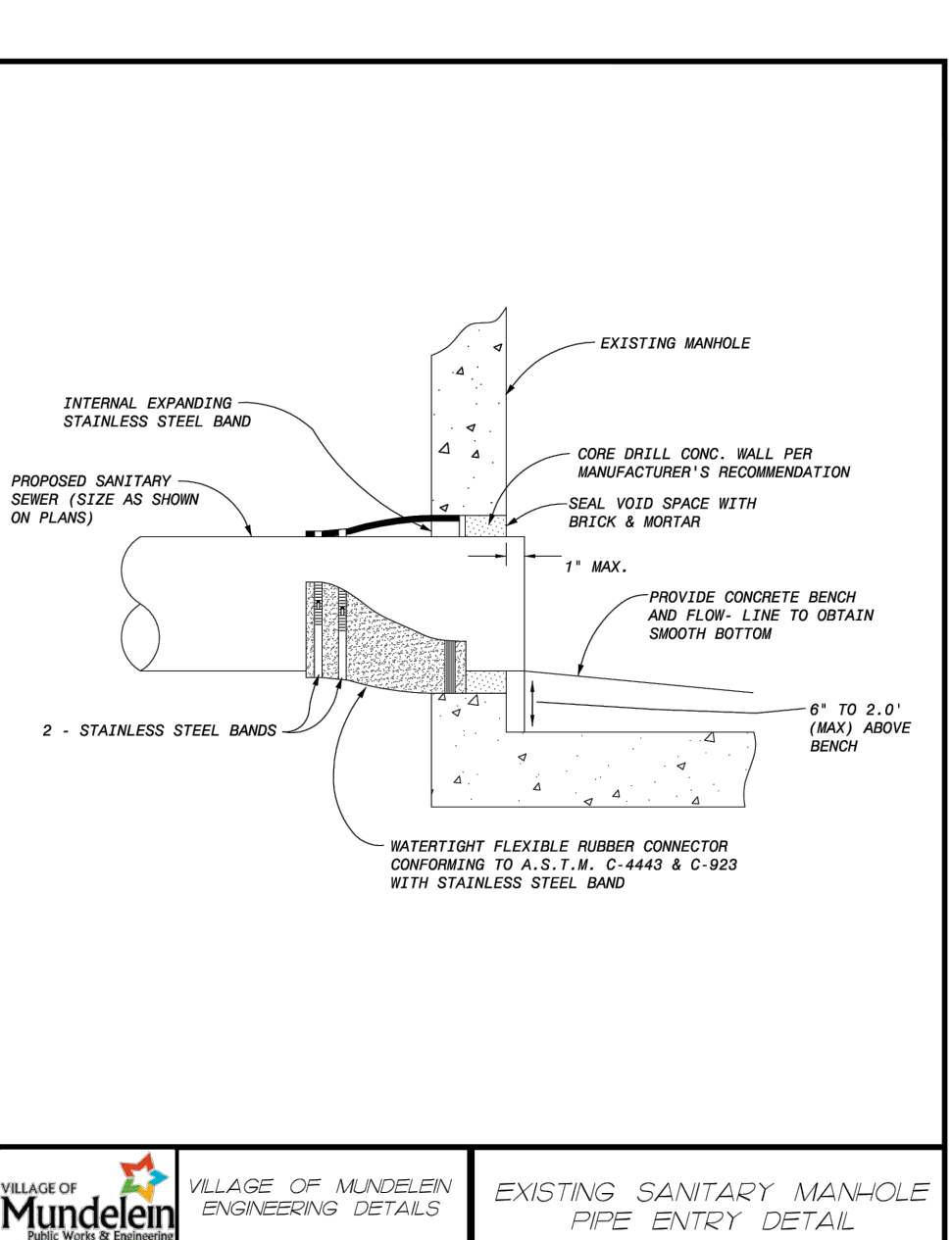
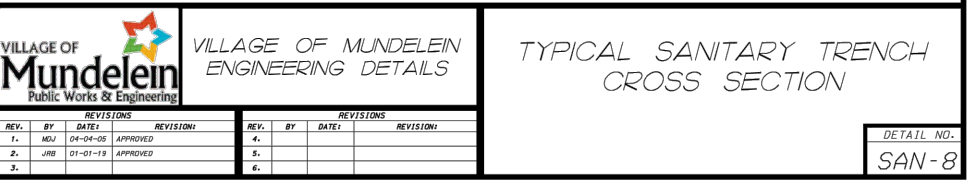
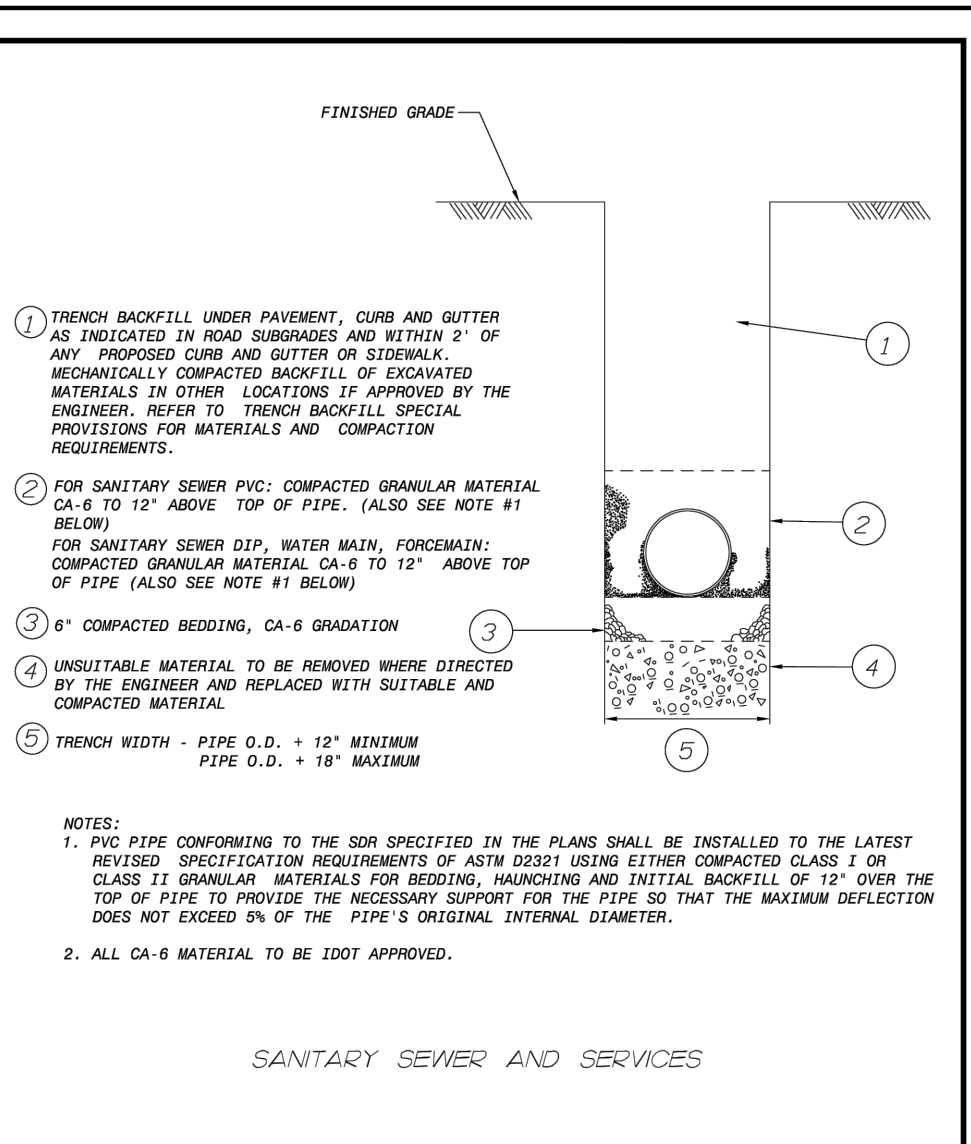
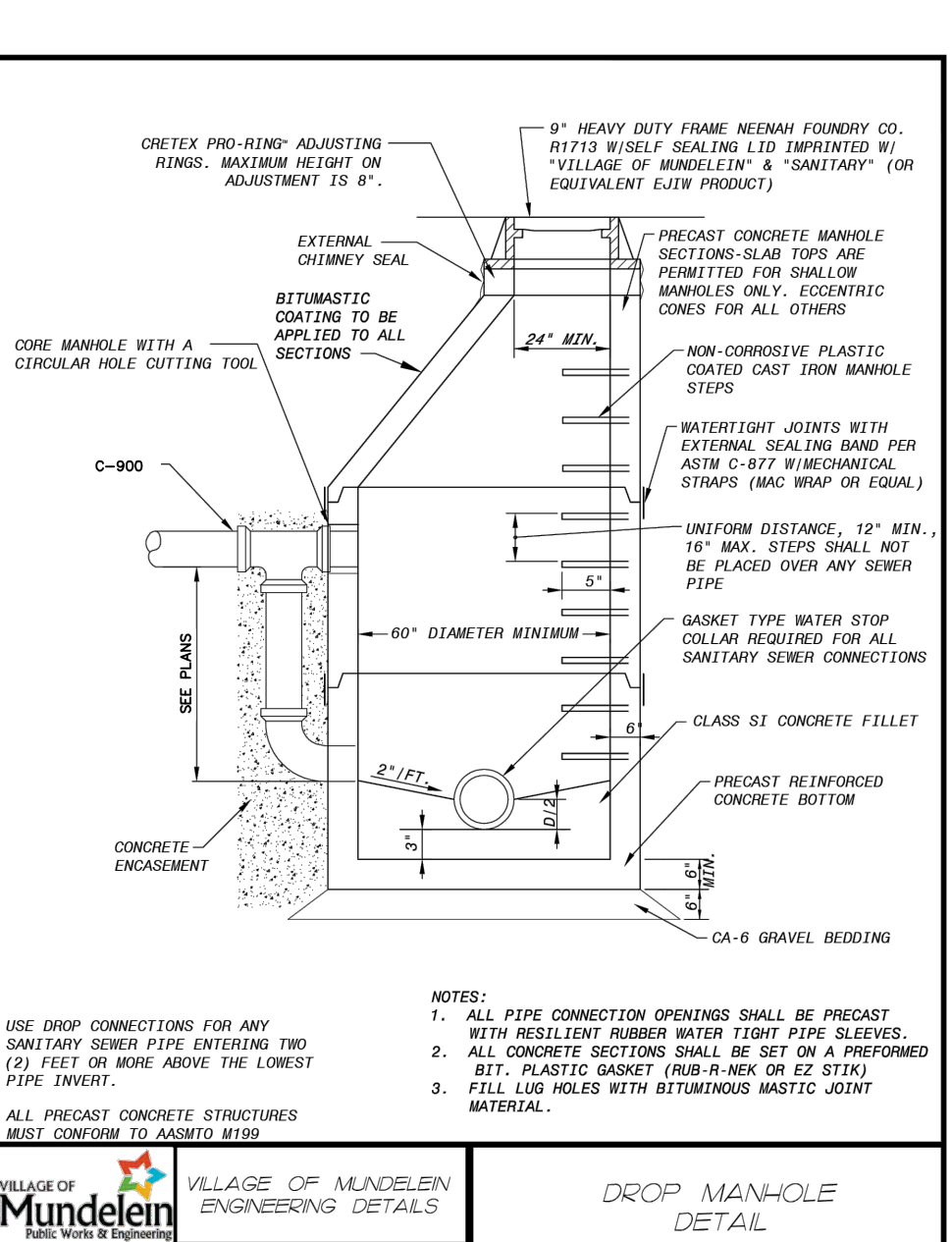
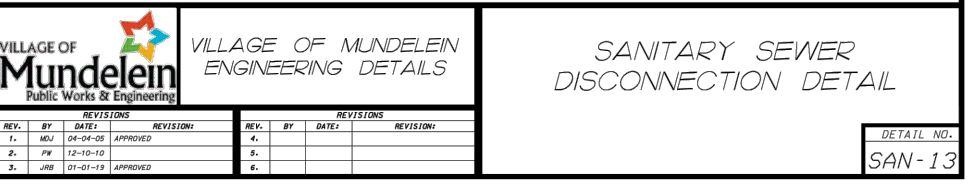
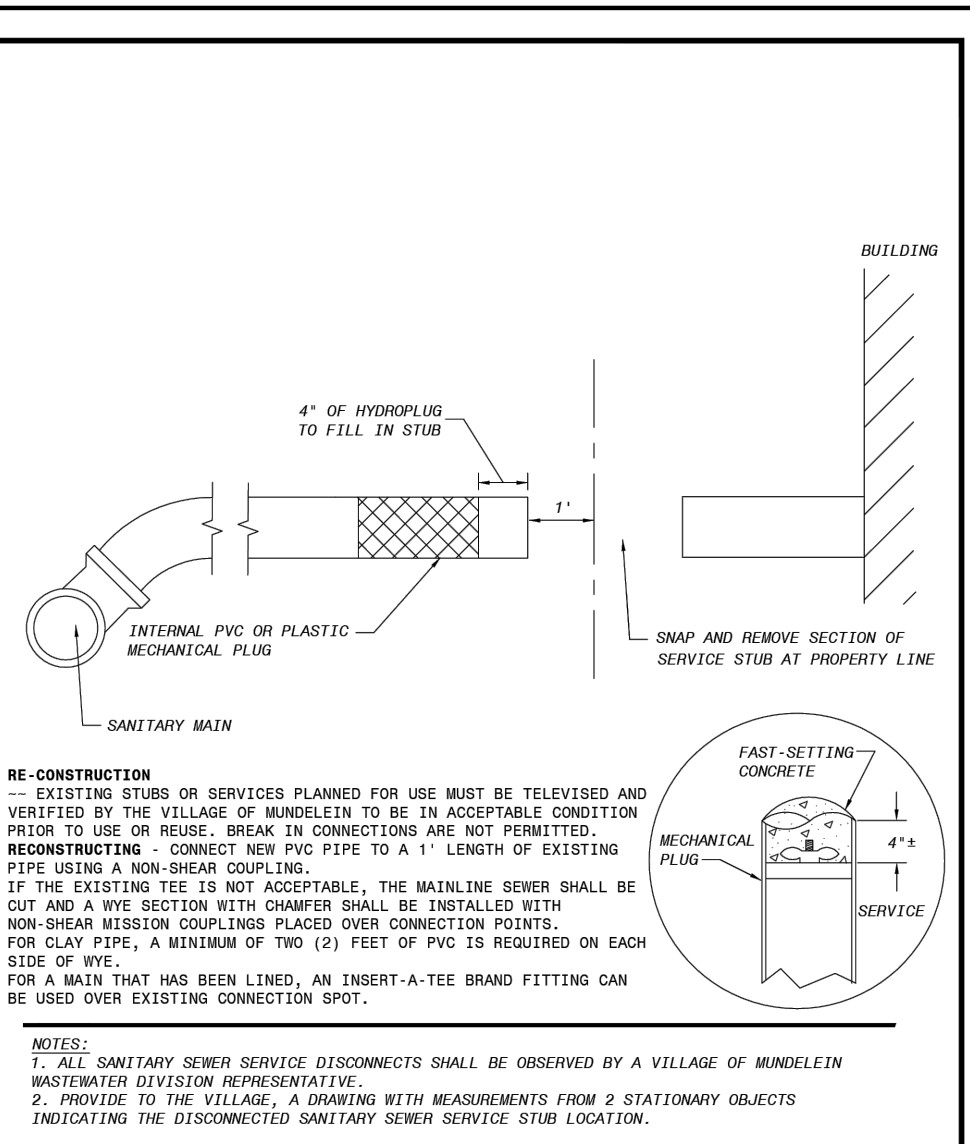
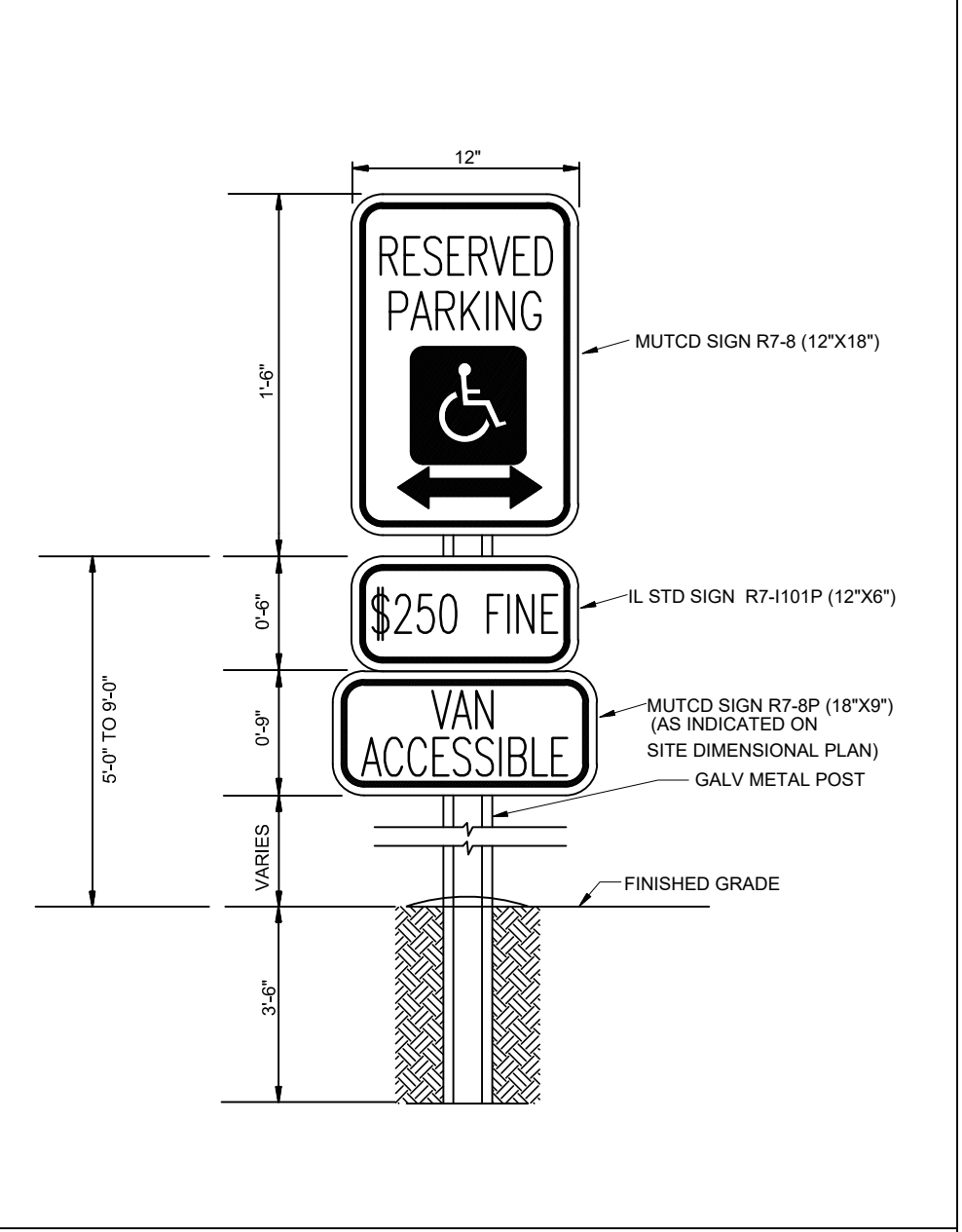
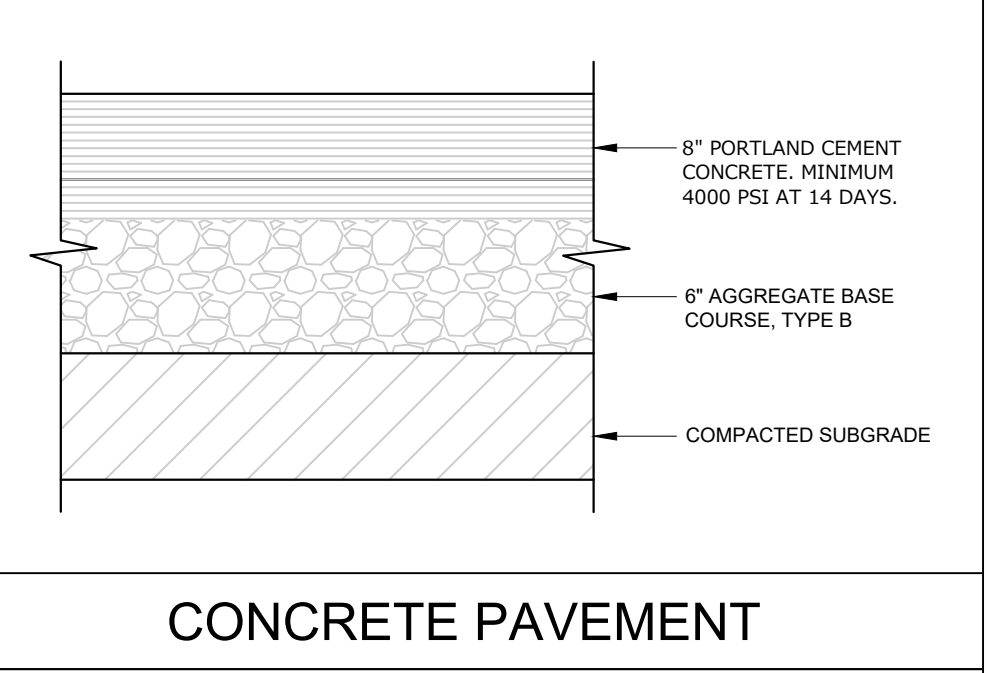
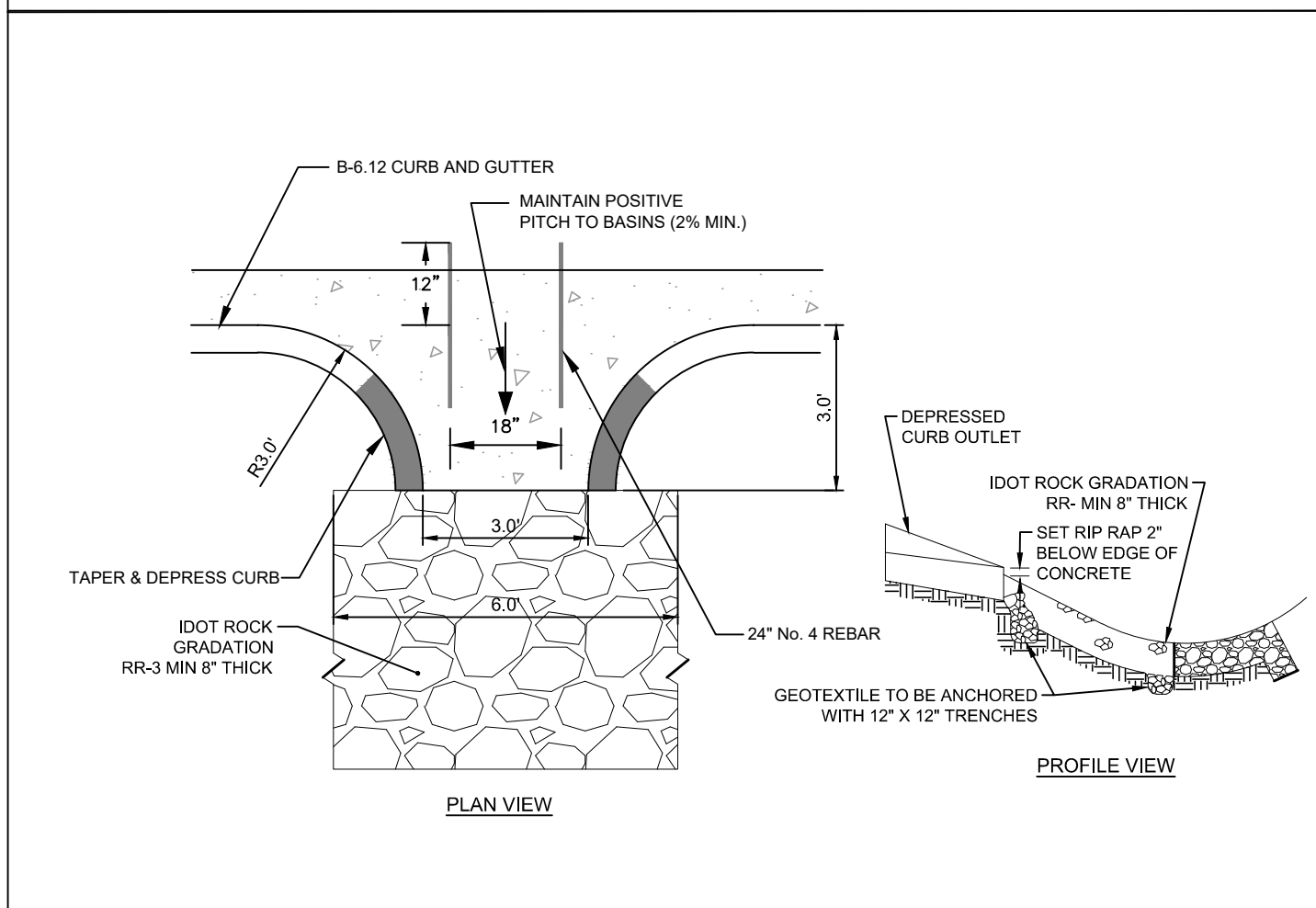
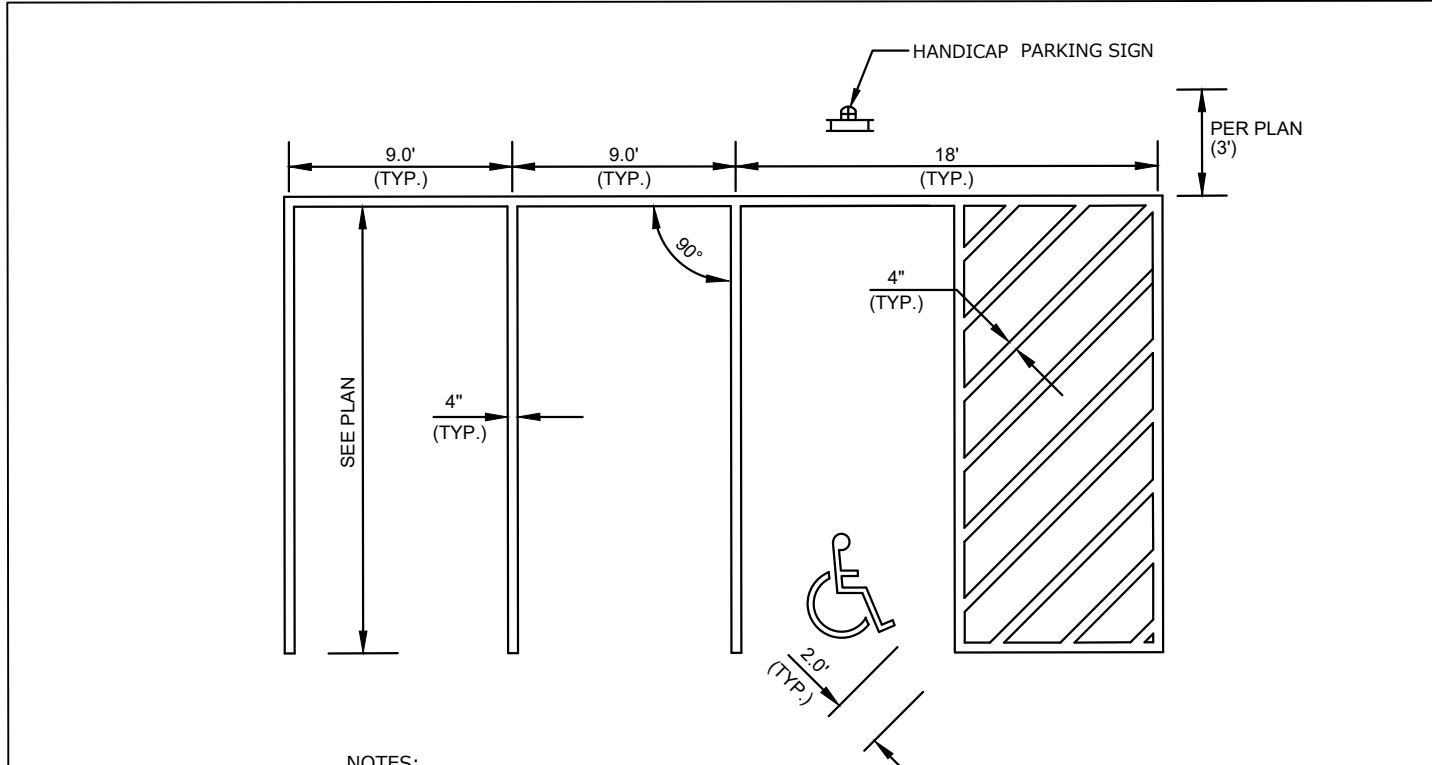
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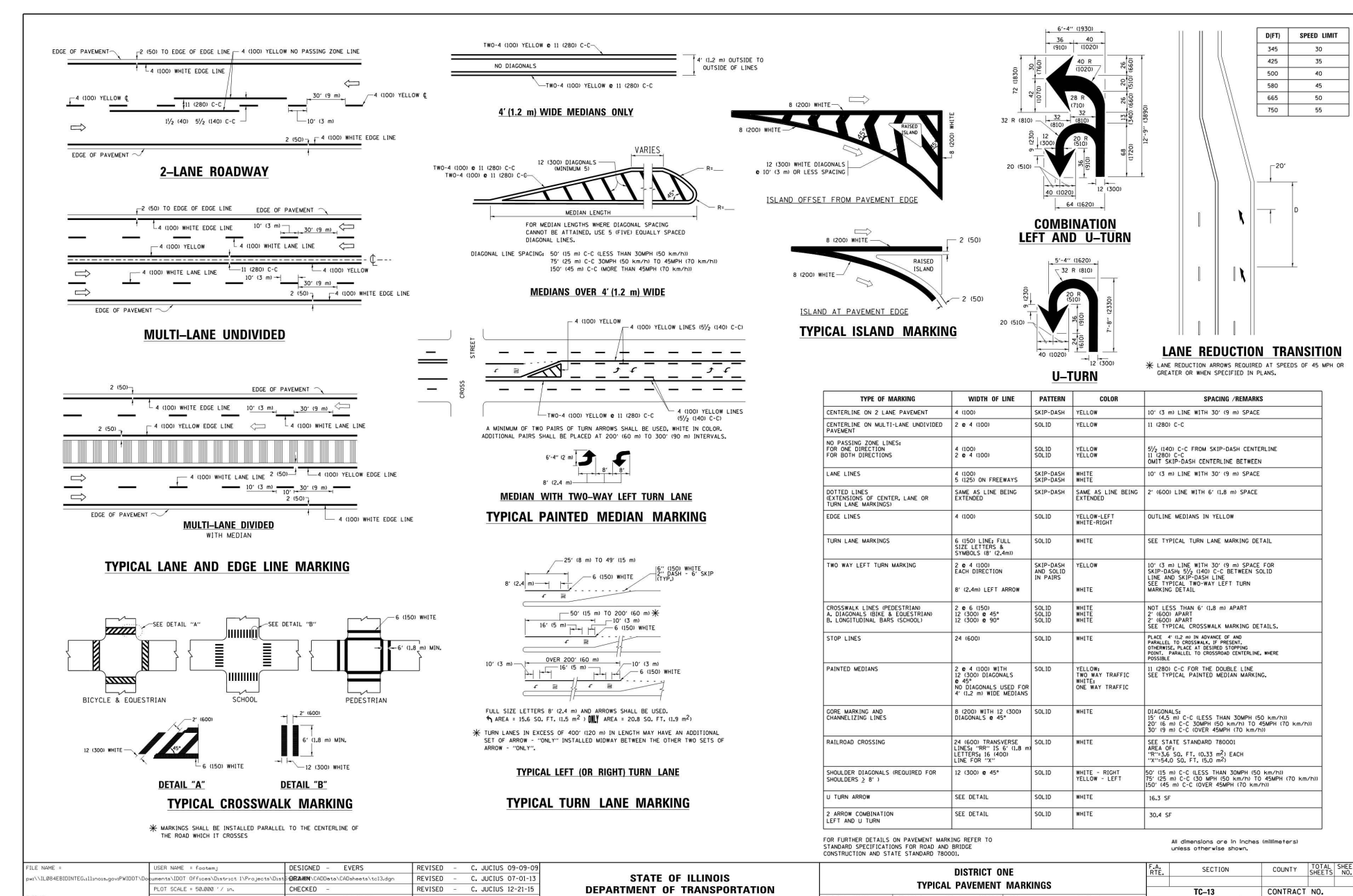
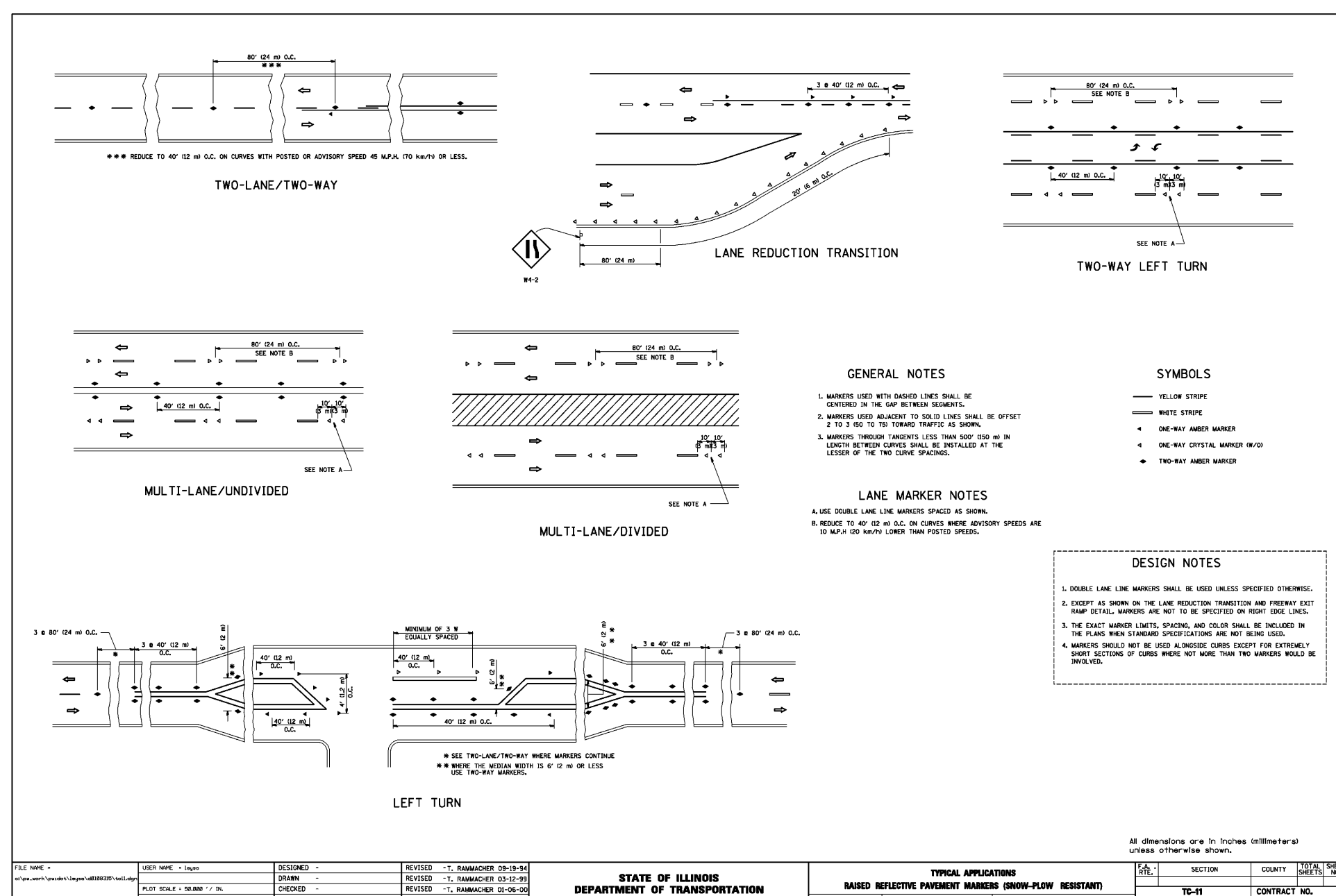
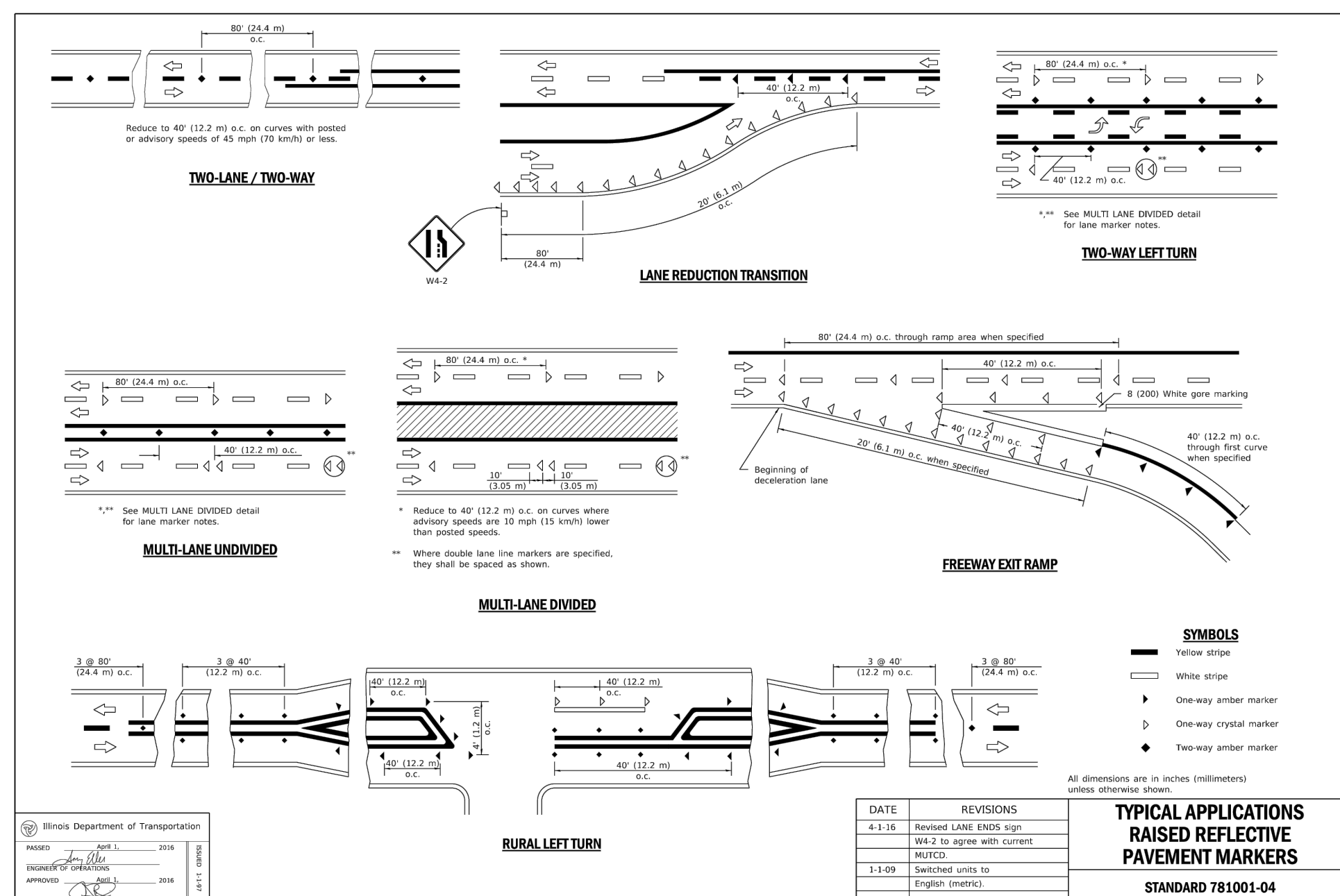
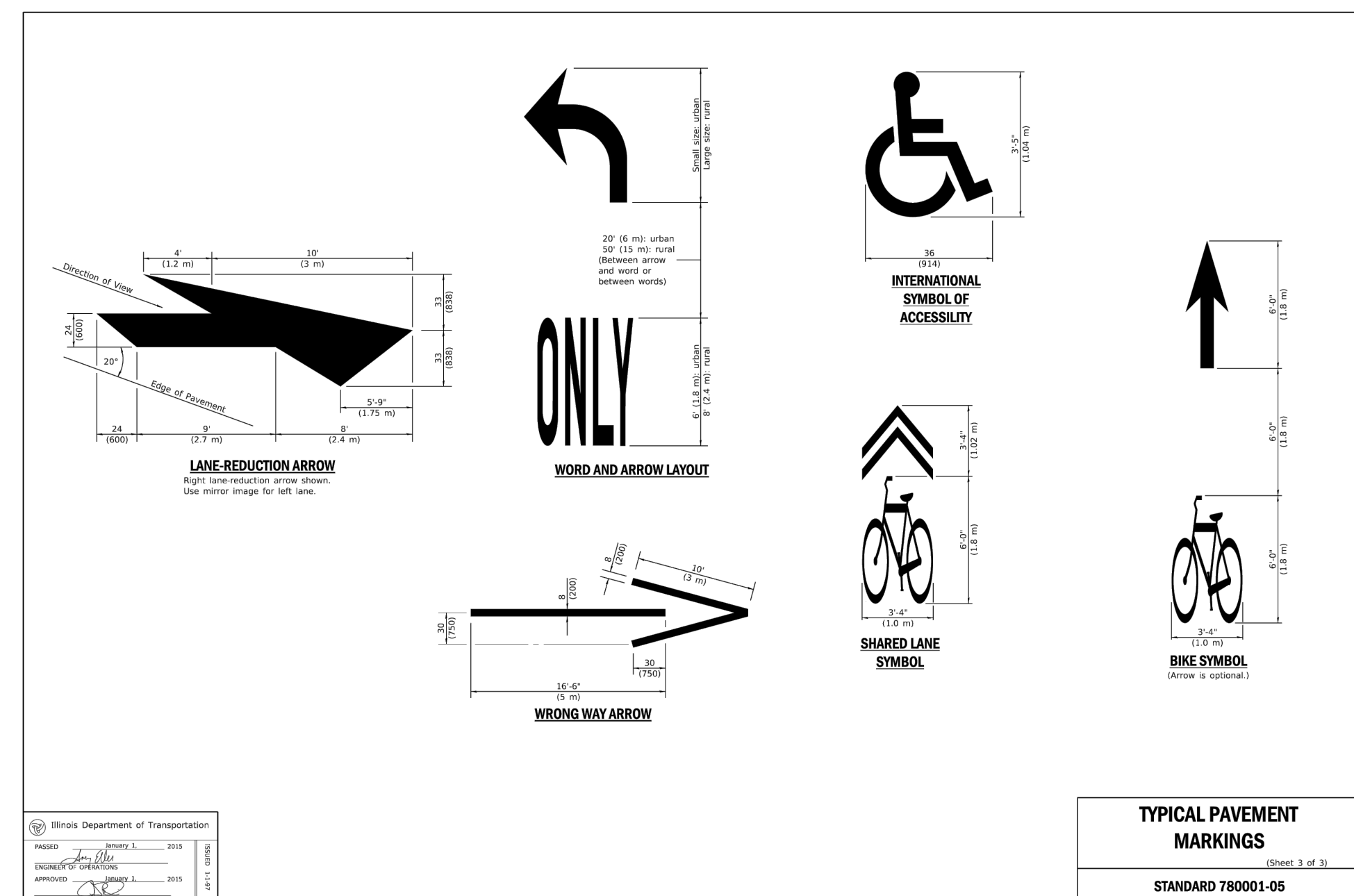
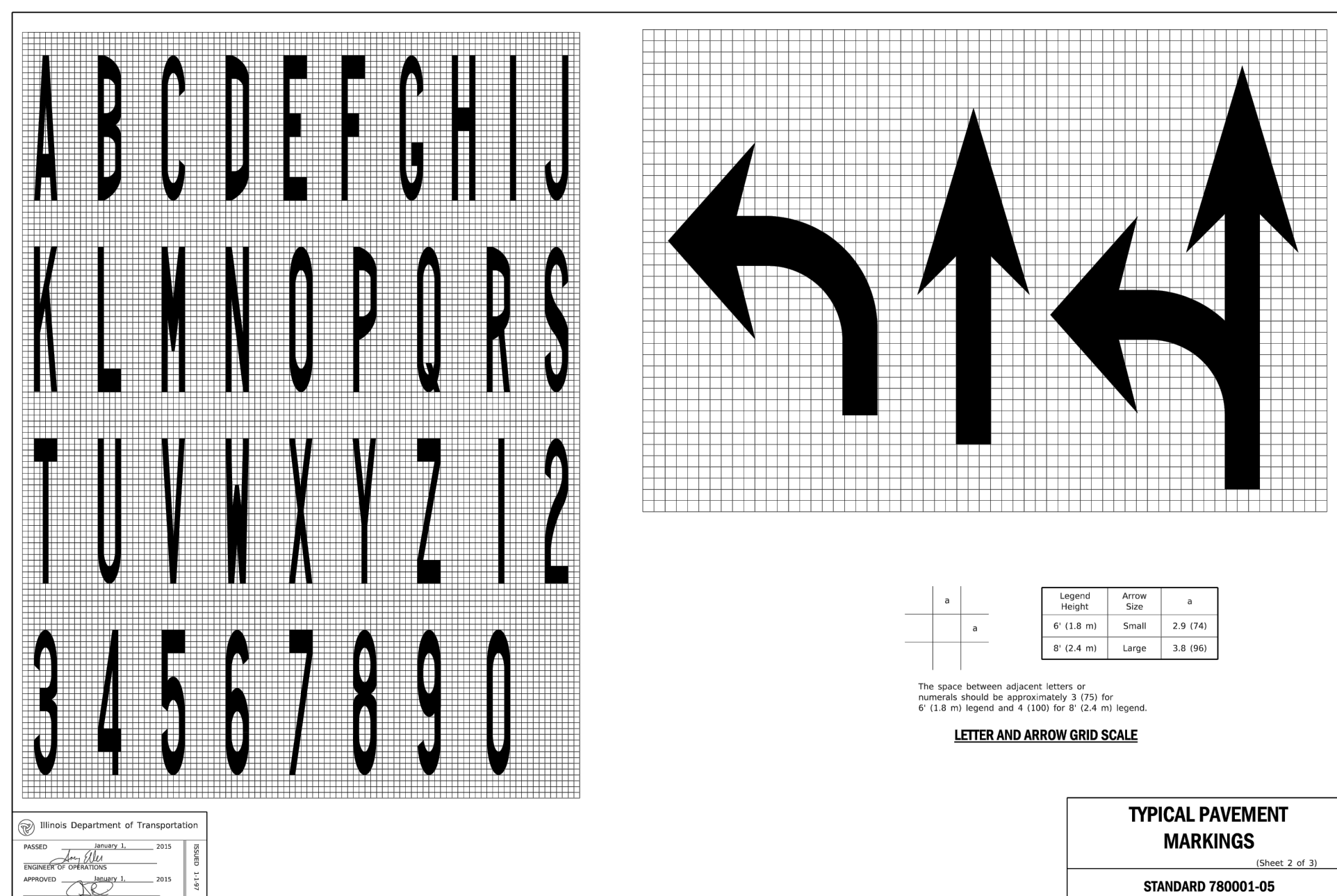
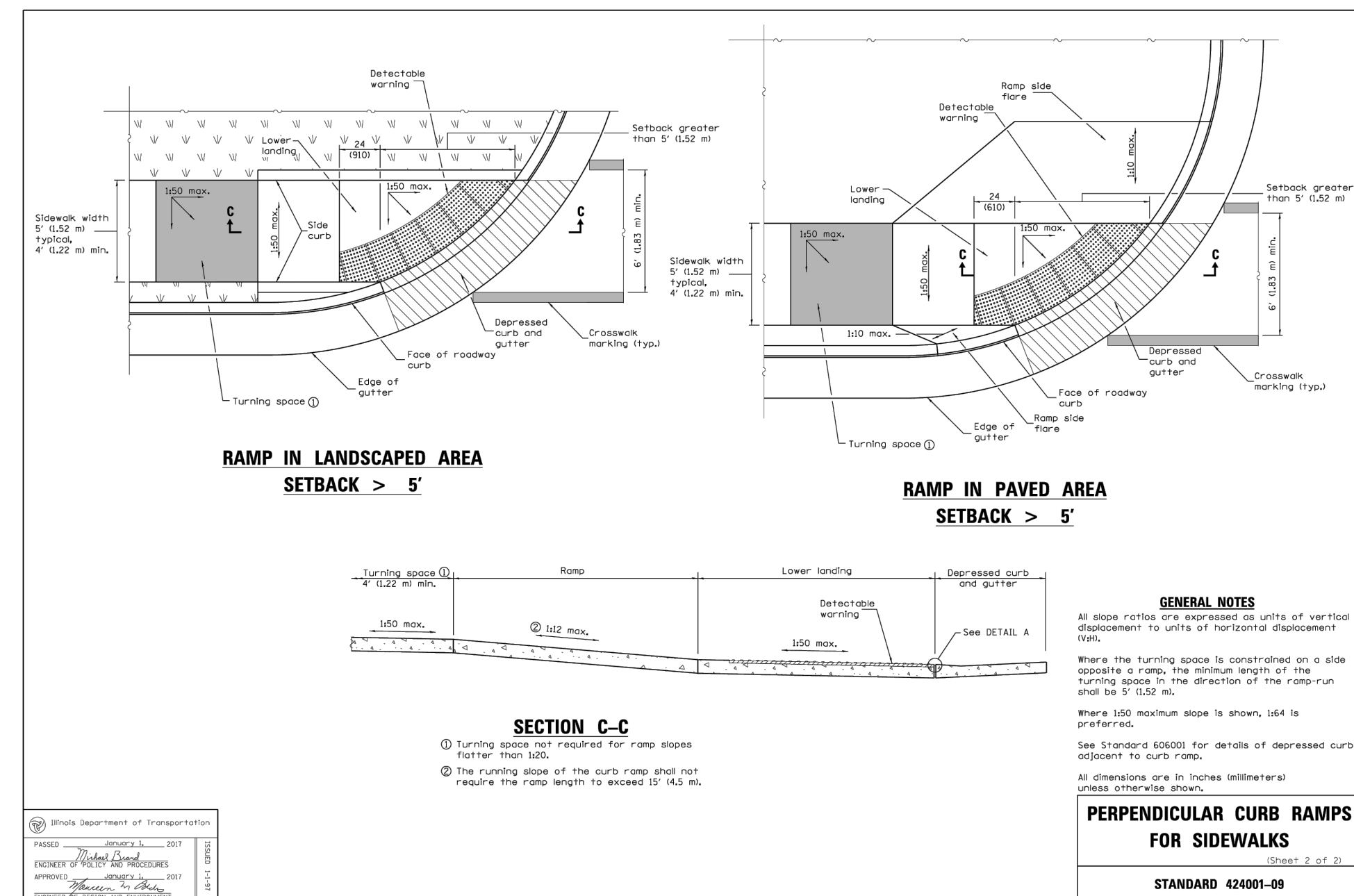
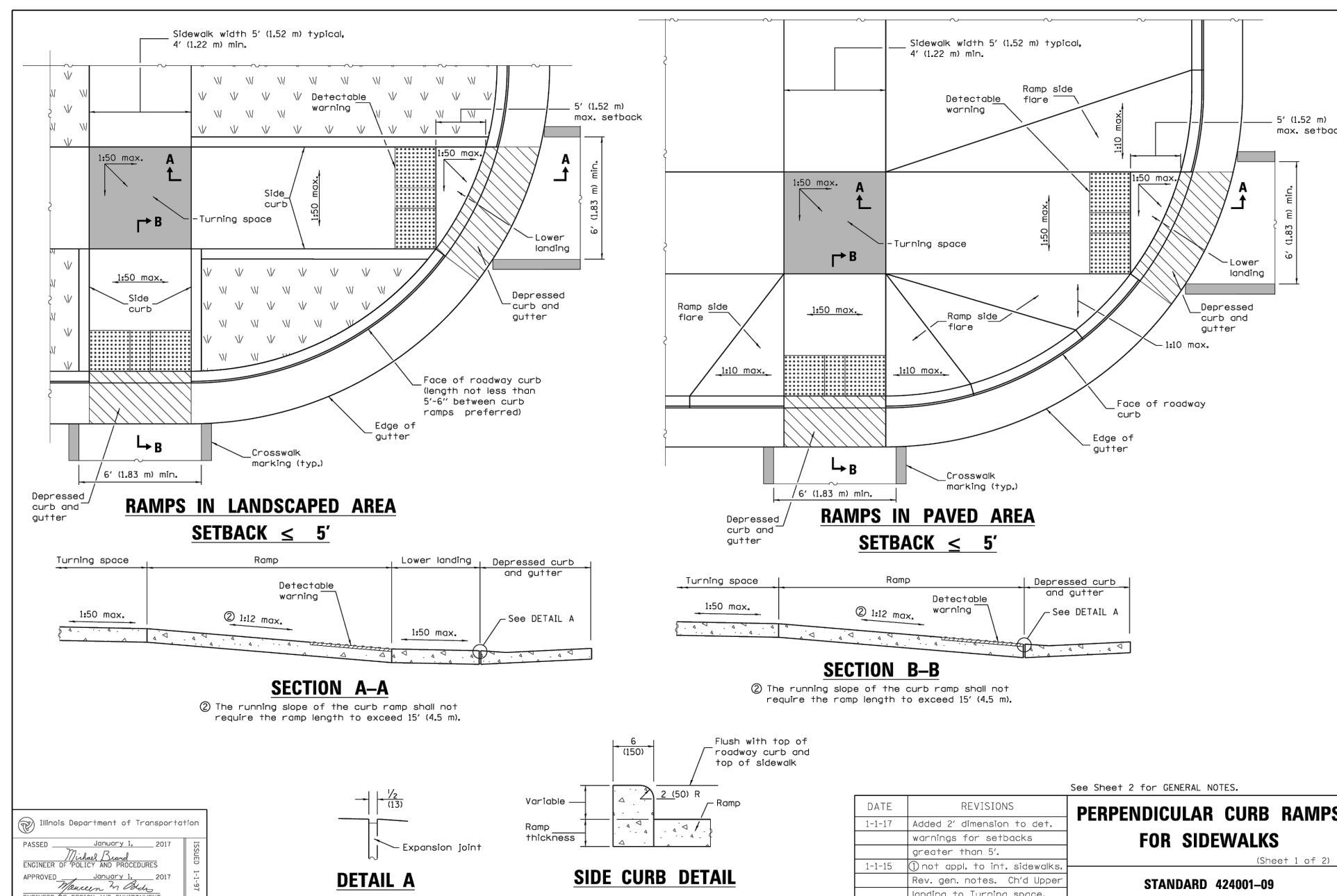
CONSTRUCTION STANDARDS

IPEG JOB No. **5897.00-11**
 IPEG PM **BDJ**
 START DATE **10/03/24**
 SCALE **1" = 30'**

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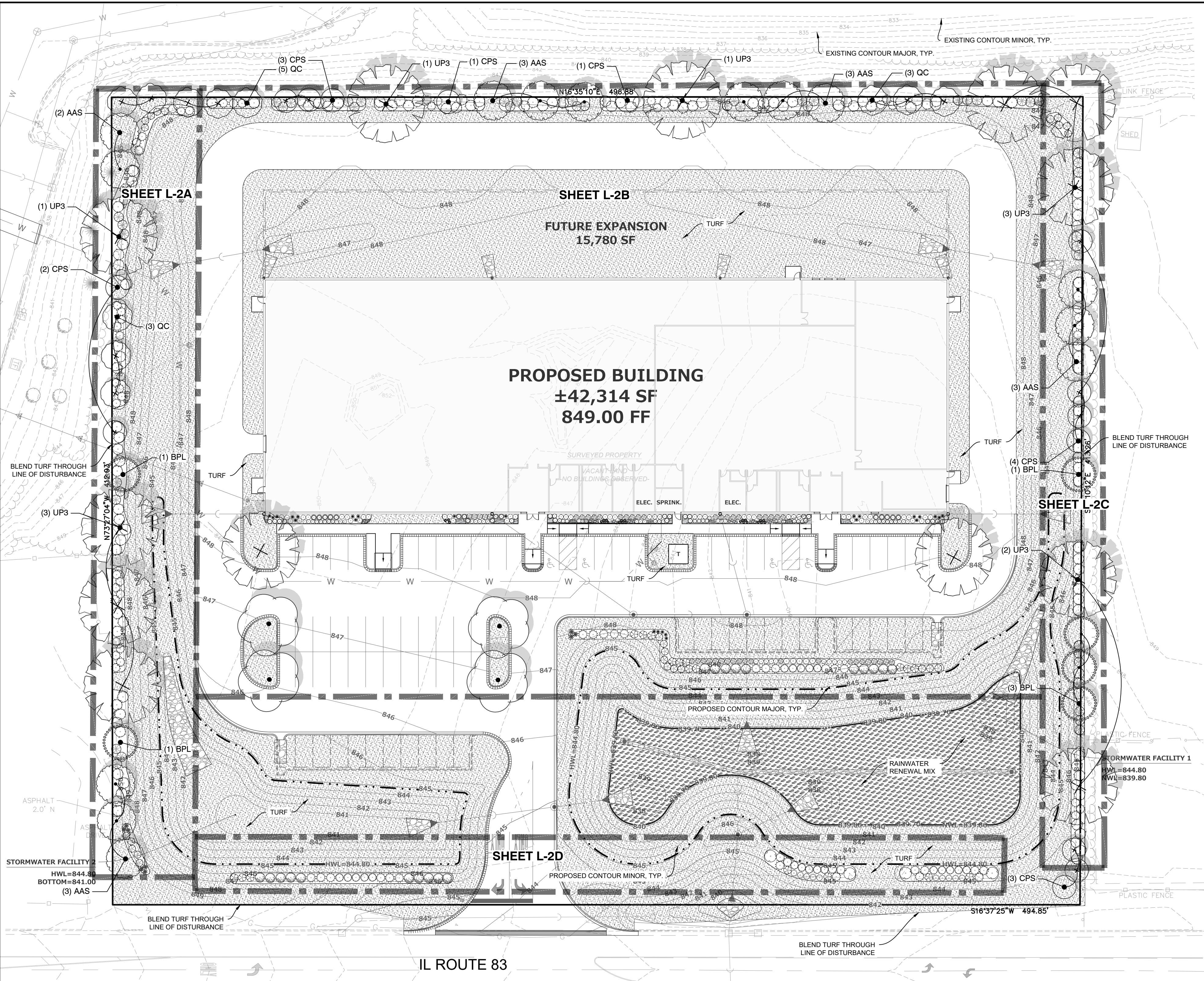
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DESIGNED: SAT
DRAWN: SAT
REVIEWED: DUB



PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
AAS	14	Acer rubrum 'Autumn Spire'	Autumn Spire Maple	2" Cal.	30' T x 20' W
ANO	4	Acer rubrum 'Northwood'	Northwood Maple	3" Cal.	50' T x 35' W
BPL	6	Betula pendula 'Laciniata'	Cutleaf Weeping Birch	3" Cal.	40' T x 20' W
CPS	14	Celtis occidentalis 'Prairie Sentinel'	Prairie Sentinel Hackberry	3" Cal.	45' T x 12' W
QC	11	Quercus robur x alba 'Crimschmidt'	Crimson Spire™ Oak	3" Cal.	45' T x 15' W
UP3	13	Ulmus x 'New Horizon'	New Horizon Elm	3" Cal.	55' T x 45' W

SHRUBS					
CS5	36	Cornus sanguinea 'Anny's Winter Orange'	Anny's Winter Orange Dogwood	18" Ht.	4' T x 3' W
HP2	20	Hydrangea paniculata 'Vanilla Strawberry'	Vanilla Strawberry Hydrangea	36" Ht.	7' T x 5' W
HR	29	Hydrangea paniculata 'AJ14'	Early Evolution Hydrangea	18" Ht.	2' T x 2' W
PCA	18	Philadelphus coronarius 'Aureus'	Golden Mockorange	36" Ht.	6' T x 5' W
RS	24	Rosa x 'Meisweddom'	Sweet Drift® Groundcover Rose	18" Ht.	2' T x 3' W
RP	15	Rosa x 'Meithatie'	Sweet Spirit™ Rose	18" Ht.	4' T x 3' W
SB2	4	Sambucus nigra 'Black Lace'	Black Lace Elderberry	36" Ht.	7' T x 7' W
SO3	22	Syringa x 'SMNJRPI'	Bloomerang Dwarf Pink Lilac	18" Ht.	4' T x 3' W
WS2	20	Weigela florida 'Bokrasopin'	Sonic Bloom® Pink Weigela	36" Ht.	5' T x 5' W

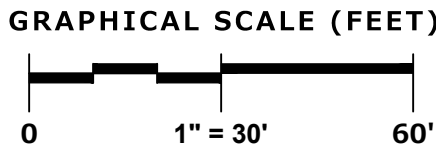
EVERGREEN SHRUBS					
CB	25	Chamaecyparis pisifera 'Boulevard'	Boulevard Sawara Cypress	36" Ht.	12' T x 4' W
JCS	124	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" Ht.	5' T x 7' W
JB	31	Juniperus chinensis 'Blue Vase'	Blue Vase Juniper	18" Ht.	4' T x 3' W
PM	45	Picea pungens 'Montgomery'	Montgomery Colorado Spruce	36" Ht.	6' T x 6' W
PT	73	Pinus mugo 'Tannenbaum'	Tannenbaum Mugo Pine	36" Ht.	12' T x 6' W
PMP	15	Pinus mugo pumilio	Dwarf Mugo Pine	18" W	4' T x 5' W
PB3	16	Pinus strobus 'Blue Shag'	Blue Shag White Pine	18" Ht.	4' T x 3' W
TH3	23	Thuja occidentalis 'Hetz Midget'	Hetz Midget Arborvitae	18" W	3' T x 3' W

ORNAMENTAL GRASSES					
AB	9	Andropogon gerardii 'Blackhawks'	Blackhawks Big Bluestem	1 gal.	48" T x 30" W
ML	23	Miscanthus sinensis 'Little Kitten'	Little Kitten Eulalia Grass	1 gal.	24" T x 15" W
SS	25	Schizachyrium scoparium 'Standing Ovation'	Standing Ovation Little Bluestem	1 gal.	4' T x 2' W

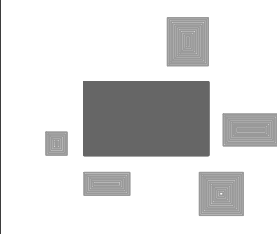
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
PERENNIALS						
CC4	21	Coreopsis grandiflora 'Sunburst'	Sunburst Tickseed	4.5" Cont.	15" o.c.	12" T x 18" W
EE	43	Echinacea x 'PAS702917'	PowWow® Wild Berry Coneflower	4.5" Cont.	14" o.c.	22" T x 15" W
NS	20	Nepeta racemosa 'Snowflake'	Snowflake White Catmint	4.5" Cont.	14" o.c.	12" T x 16" W
PT2	29	Phlox paniculata 'Purple Kiss'	Top Shelf Purple Kiss Garden Phlox	4.5" Cont.	12" o.c.	12" T x 14" W

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
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AGRECOL MIXES				
	9,153 sf	Rain Garden	AGRECOL RAINWATER RENEWAL MIX	
	91,408 sf	Turf Hydroseed	Drought Tolerant Fescue Blend	



	LANDSCAPE IMPROVEMENT TABLE	REQUIRED	PROVIDED
20.60.070	ON-SITE LANDSCAPING • TREES	4	4
20.60.080	FOUNDATION PLANTINGS • 60% OF BUILDING FACADE @ 350'	210'	215'
20.60.100	PARKING LOT PERIMETER • 1 SHRUB / 3' @ 441'	147	147
20.60.110	PARKING LOT INTERIOR • 1 ISLAND / 10 PARKING SPACES @ 53 STALLS • 1 TREE PER ISLAND	6	
20.60.120	BUFFER YARDS - 1 SHADE TREE / 25' • NORTH - SIDE YARD @ 415' • WEST - REAR YARD @ 597' • SOUTH - SIDE YARD @ 441' CONTINUOUS EVERGREEN HEDGE	17 20 18 X	17 20 18 X



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REVISIONS	

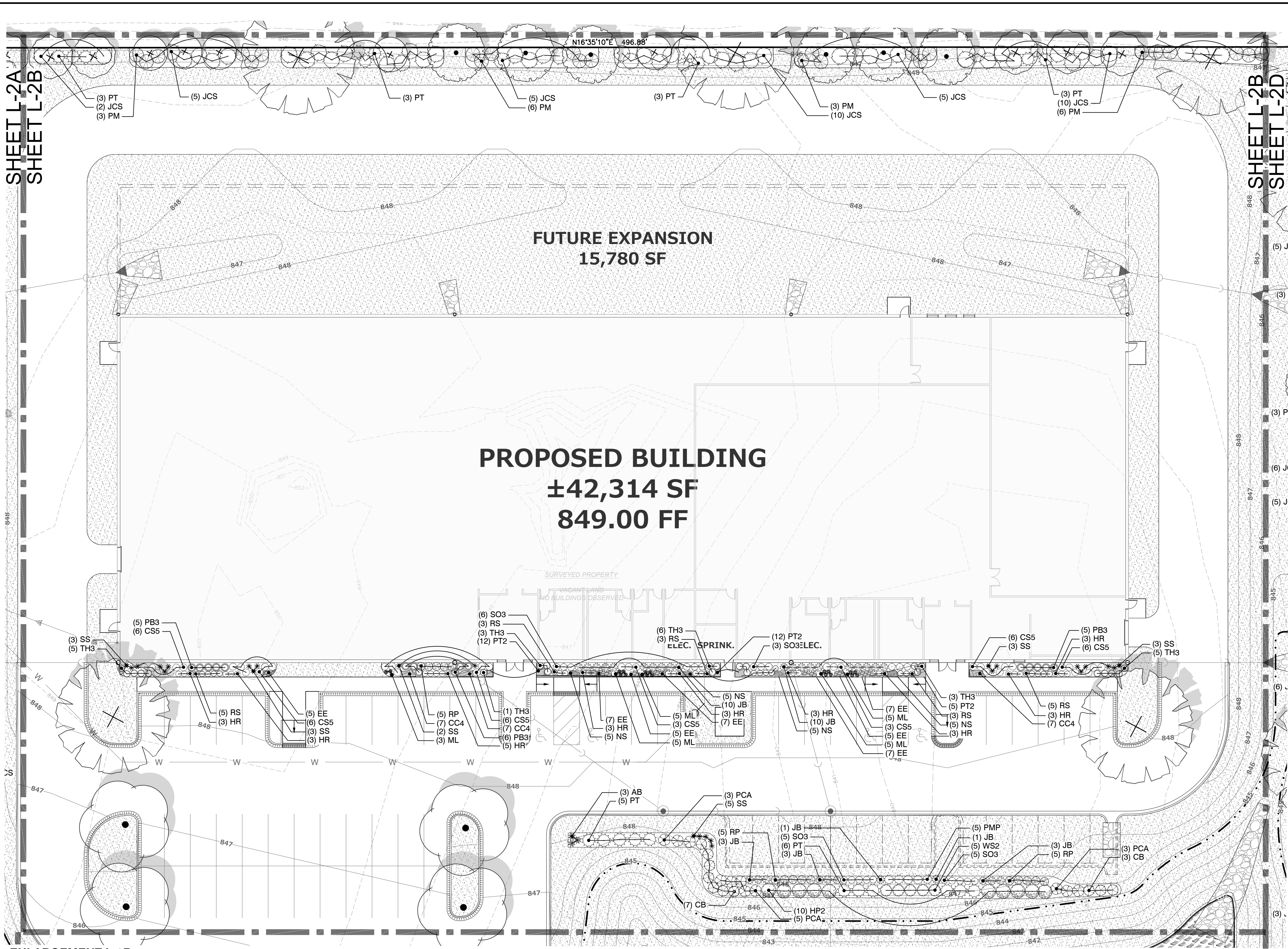
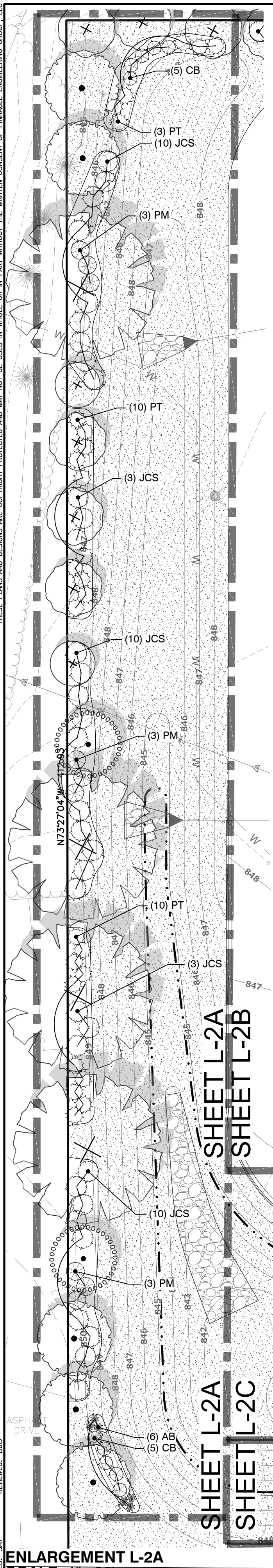
LANDSCAPE OVERVIEW

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START DATE: **10/03/24**
SCALE: **1" = 30'**

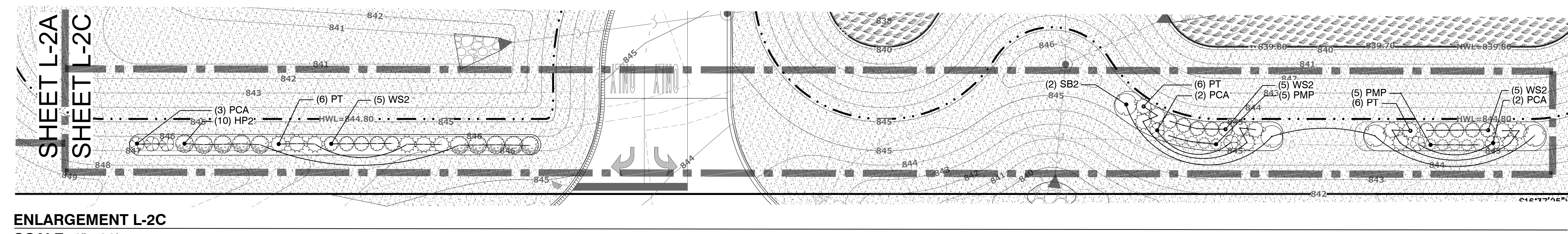
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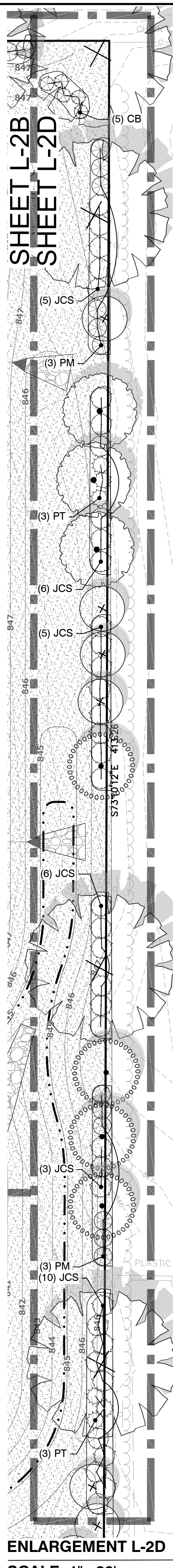
DESIGNED: SAT
DRAWN: SAT
REVIEWED: DJB



ENLARGEMENT L-2B
SCALE: 1"=20'



ENLARGEMENT L-2C
SCALE: 1"=20'



ENLARGEMENT L-2D
SCALE: 1"=20'

PLANT KEY

CODE BOTANICAL / COMMON NAME

TREES	
AAS	Acer rubrum 'Autumn Spire'
ANO	Acer rubrum 'Northwood'
BPL	Betula pendula 'Laciniata'
CPS	Celtis occidentalis 'Prairie Sentinel'
QC	Quercus robur x alba 'Crimschmidt'
UP3	Ulmus x 'New Horizon'
	New Horizon Elm

SHRUBS	
CS5	Cornus sanguinea 'Anny's Winter Orange'
HP2	Anny's Winter Orange Dogwood
	Hydrangea paniculata 'Vanilla Strawberry'
HR	Vanilla Strawberry Hydrangea
	Hydrangea paniculata 'AJ14'
PCA	Early Evolution Hydrangea
	Philadelphus coronarius 'Aureus'
RS	Golden Mockorange
	Rosa x 'Meiswetdom'
RP	Sweet Drift® Groundcover Rose
	Rosa x 'Meisthater'
SO3	Sweet Spirit™ Rose
	Syringa x 'SMNJRPI'
WS2	Bloomerang Dwarf Pink Lilac
	Weigela florida 'Bokrasopin'
	Sonic Bloom® Pink Weigela

EVERGREEN SHRUBS	
CB	Chamaecyparis pisifera 'Boulevard'
JCS	Boulevard Sawara Cypress
	Juniperus chinensis 'Sea Green'
JB	Sea Green Juniper
	Juniperus chinensis 'Blue Vase'
PM	Blue Vase Juniper
	Picea pungens 'Montgomery'
PT	Montgomery Colorado Spruce
	Pinus mugo 'Tannenbaum'
PB3	Tannenbaum Mugo Pine
	Pinus strobus 'Blue Shag'
TH3	Blue Shag White Pine
	Thuja occidentalis 'Hetz Midget'
	Hetz Midget Arborvitae

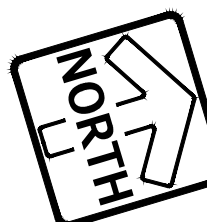
ORNAMENTAL GRASSES	
AB	Andropogon gerardii 'Blackhawks'
	Blackhawks Big Bluestem
ML	Miscanthus sinensis 'Little Kitten'
	Little Kitten Eulalia Grass
SS	Schizachyrium scoparium 'Standing Ovation'
	Standing Ovation Little Bluestem

PERENNIALS	
CC4	Coreopsis grandiflora 'Sunburst'
	Sunburst Tickseed
EE	Echinacea x 'PAS702917'
	PowWow® Wild Berry Coneflower
NS	Nepeta racemosa 'Snowflake'
	Snowflake White Catmint
PT2	Phlox paniculata 'Purple Kiss'
	Top Shelf Purple Kiss Garden Phlox

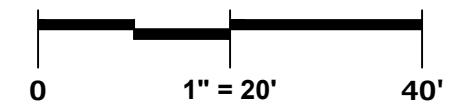
SYMBOL BOTANICAL / COMMON NAME

AGRECOL MIXES	
	Rain Garden
	AGRECOL RAINWATER RENEWAL MIX

TURF	
	Turf Hydroseed
	Drought Tolerant Fescue Blend



GRAPHICAL SCALE (FEET)



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28884 N. ILLINOIS ROUTE 83
MUNDELEIN, IL

REVISIONS

LANDSCAPE ENLARGEMENT

PEG JOB No. 5897.00-IL	BOL	SHEET
REG. PM		L-2
START DATE 10/03/24		OF
SCALE 1"=20'		L-3

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GENERAL PLANTING NOTES

- THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUPINGS BY SPECIES.
- THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
- NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
- ALL BNB STOCK SHALL BE NURSERY GROWN IN A CLAY LOAM SOIL FOR A MINIMUM OF THREE GROWING SEASONS WITHIN 200 MILES OF PROJECT LOCATION, IN A ZONE COMPATIBLE WITH USDA HARDINESS ZONE 5A. SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
- ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
- ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.
- TREES SHALL HAVE SINGLE, STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. MULTI-STEM TREES SHALL HAVE 3-4 STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. HEIGHT-TO-CALIPER RATIOS SHALL BE CONSISTENT WITH THE LATEST EDITION OF ANSI Z60.1.
- ROOT SYSTEMS SHALL BE LARGE ENOUGH TO ALLOW FOR FULL RECOVERY OF THE TREE, AND SHALL CONFORM TO STANDARDS AS THEY APPEAR IN THE MOST CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1.
- BNB TREES SHALL BE DUG WITH A BALL OF SOIL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL. ROOT BALL SHALL BE WRAPPED (WITH BIODEGRADABLE MATERIAL). THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GRADE.
- ALL SPRING TREES MUST BE FRESHLY DUG IN THE MOST RECENT SPRING.
- ALL AUTUMN TREES MUST BE FRESHLY DUG IN THE MOST RECENT AUTUMN.
- TREES SHALL BE ALIVE, HEALTHY AND APPROPRIATELY MOIST, AT TIME OF DELIVERY. TREES SHALL BE SUBJECT TO INSPECTION FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AND APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY TREES THAT DO NOT MEET THE SPECIFICATIONS OR THAT HAVE BEEN DAMAGED DURING SHIPMENT. THE LANDSCAPE INSTALLER MUST RECEIVE APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY SUBSTITUTIONS OR ALTERATIONS.
- ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 10" DEPTH OF PREPARED SOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 10" OF SOIL. REFER TO SOIL PLACEMENT NOTES.
- WHILE PLANTING TREES AND SHRUBS, BACKFILL ¾ OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.
- THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
- OAK TREES SHALL BE TREATED FOR TWO-LINE CHESTNUT BORER BOTH AT THE TIME OF INSTALLATION AND DURING THE SECOND GROWING SEASON.
- ALL PLANTING BEDS SHALL BE MULCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH, AND ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
- ALL PLANTING BEDS AND TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. BED EDGES ARE TO BE CUT CLEAN AND SMOOTH AS SHOWN ON LANDSCAPE PLANS WITH A CLEAN DEFINITION BETWEEN TURF AND PLANTING AREAS.
- ALL TURF SEED AREAS SHALL RECEIVE A MINIMUM OF 6" DEPTH OF TOPSOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 6" OF SOIL AS INDICATED IN THE SOIL PLACEMENT NOTES. REQUIRED AMENDMENTS SHALL BE DETERMINED BASED ON A SOIL ANALYSIS TO BE PERFORMED. ALL TOPSOIL AMENDMENT SHALL BE AGED WEED FREE MANURE OR CLASS 1 ORGANIC MATTER.
- FOR LAWN SEEDING, APPLY A STARTER FERTILIZER AND SEED UNIFORMLY AT THE RATE RECOMMENDED BY MANUFACTURER, AND PROVIDE A MULCH COVERING THAT IS SUITABLE TO PROMOTE SEED GERMINATION AND TURF ESTABLISHMENT. CONTRACTOR TO PROVIDE FERTILIZER, SEED, AND MULCH SPECIFICATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. EROSION CONTROL MEASURES ARE TO BE INSTALLED IN THOSE AREAS REQUIRING STABILIZATION (SWALES, SLOPES EXCEEDING 1:3, AND THOSE LOCATIONS INDICATED IN CIVIL DRAWINGS).
- THE CONTRACTOR TO ENSURE A SMOOTH, UNIFORM QUALITY TURF IS ACHIEVED WITH NO BARE SPOTS LARGER THAN 6" X 6". ANY BARE SPOTS LARGER THAN 6" X6" AT THE END OF ESTABLISHMENT PERIOD SHALL BE RESEEDD AT THE CONTRACTORS EXPENSE TO OBTAIN A DENSE, UNIFORM LAWN.
- ALL FINISH GRADING AND LAWN AREAS TO BE INSTALLED BY LANDSCAPE CONTRACTOR.
- ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.

- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT J.U.L.I.E.
- TREES SHALL BE INSTALLED NO CLOSER THAN:
 - 10 FEET FROM ANY FIRE HYDRANT
 - 7 FEET FROM STORM SEWER, SANITARY SEWER LATERALS, DRIVEWAYS, AND WATER SERVICE
- THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
- THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
- THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER IN WRITING WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
- PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

- LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEOUS MATTER. AREAS ADJACENT TO WALKS AND PAVEMENT SHALL BE FREE OF EXCESS STONE AND PAVING MATERIALS SO AS TO PROVIDE AN UNINTERRUPTED CROSS SECTION OF SOIL. INTERNAL PARKING ISLANDS SHALL BE LOOSENED TO A DEPTH OF 30".
- THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
- TREE AND SHRUB HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
- SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES. FINISH GRADE OF TURF SEEDING AREAS SHALL BE 1" BELOW ALL ADJACENT HARD SURFACES, WALKS, AND CURBS.)
- PLACE APPROXIMATELY 1/2 OF TOTAL AMOUNT OF SOIL REQUIRED. WORK INTO TOP OF LOOSENED SUBGRADE TO CREATE A TRANSITION LAYER, THEN PLACE REMAINDER OF THE SOIL. SOIL TRANSITION LAYER SHALL BE TILLED TO A MINIMUM DEPTH OF 6" BELOW THE DEPTH OF NEWLY PLACED SOIL. PARKING LOT ISLANDS SHALL BE CROWNED TO A HEIGHT OF 6" TO PROVIDE PROPER DRAINAGE UNLESS OTHERWISE NOTED.
- DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
- ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.

NATIVE SEEDING

ESTABLISHMENT OF A VIABLE VEGETATION COMMUNITY WITHIN THE BIO INFILTRATION BASINS WILL BE COMPLETED BY HAND-BROADCASTING OF PRE-DESIGNED SEED MIXES TO CREATE A DYNAMIC PLANTING.

PRIOR TO SEEDING:

- ALL WEEDS AND EXISTING VEGETATION SHALL BE REMOVED. EXISTING VEGETATION SHALL BE TREATED WITH GLYPHOSATE OR SIMILAR HERBICIDE BY A LICENSED PROFESSIONAL. TREATMENT SHALL OCCUR A MINIMUM OF 10 DAYS PRIOR TO SEEDING/PLANTING. VEGETATION STILL ALIVE AFTER INITIAL HERBICIDE TREATMENT SHALL BE TREATED A SECOND TIME PRIOR TO TILLING INTO THE SOIL. TREATED VEGETATION SHALL BE TILLED INTO THE SOIL NO EARLIER THAN 1 DAY PRIOR TO SEEDING.
- PREPARATION OF SOIL PRIOR TO SEEDING
 - REFER TO CIVIL PLANS FOR SOIL MIXTURE.
 - ALL FOREIGN MATERIALS LARGER THAN 1-INCH SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
 - AREA SHOULD BE FREE FROM UNSIGHTLY VARIATIONS, RIDGES, AND DEPRESSIONS.
 - AVOID DRIVING OVER THE SPECIFIED AREA WITH MACHINERY.

SPECIFICATIONS FOR HAND BROADCASTING:

SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1- SOIL FREEZE) SO THAT SEEDS MAY LIE DORMANT DURING THE WINTER, ALLOWING FOR STRATIFICATION, OR SPRING (MARCH 1-JUNE 1) TO ALLOW A COMPLETE GROWING SEASON TO BECOME ESTABLISHED.

A. COVER CROP

- ANNUAL RYE SHALL BE SPREAD AT A DENSITY OF 20 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET AREAS.
- WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDLINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.

B. SEED MIX:

- MIX ALL NATIVE SEED WITH VERMICULITE ACCORDING TO AGRECOL RECOMMENDATIONS AND INSTALLATION GUIDELINES.
- BROADCAST HALF THE SEED OVER THE ENTIRE SITE OR TARGET AREA.
- BROADCAST THE OTHER HALF OF SEED PERPENDICULAR TO THE DIRECTION THAT THE FIRST HALF OF THE SEED WAS BROADCAST.
- COVER SEED WITH ¼-INCH TO ½-INCH OF SOIL (USE ANY EXCESS SOIL FROM THE SITE) WITH RAKE OR DRAG.
- ROLL SITE TO ENSURE FIRM SEED-TO-GROUND CONTACT.
- KEEP SEED CONSTANTLY WET THROUGH GERMINATION PERIOD. GENERALLY 3 WEEKS.

ALL SEEDING SHALL BE COVERED WITH 1-INCH OF CLEAN, NON-INVASIVE STRAW (NO MARSH HAY, OR REED CANARY GRASS) WITHOUT SEEDS, WITHIN SEVEN DAYS. WHEAT, RYE, OATS, OR BARLEY ARE ACCEPTABLE FORMS OF STRAW. THOSE AREAS OF SLOPES STEEPER THAN 8:1 (EIGHT FEET HORIZONTAL TO ONE FOOT VERTICAL) SHALL BE PLANTED NO LATER THAN OCTOBER 1 AND STAKED WITH AN EROSION CONTROL BLANKET TO PREVENT EROSION.

NATIVE PLANTINGS:

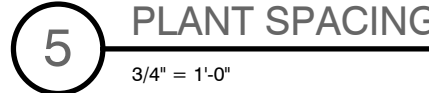
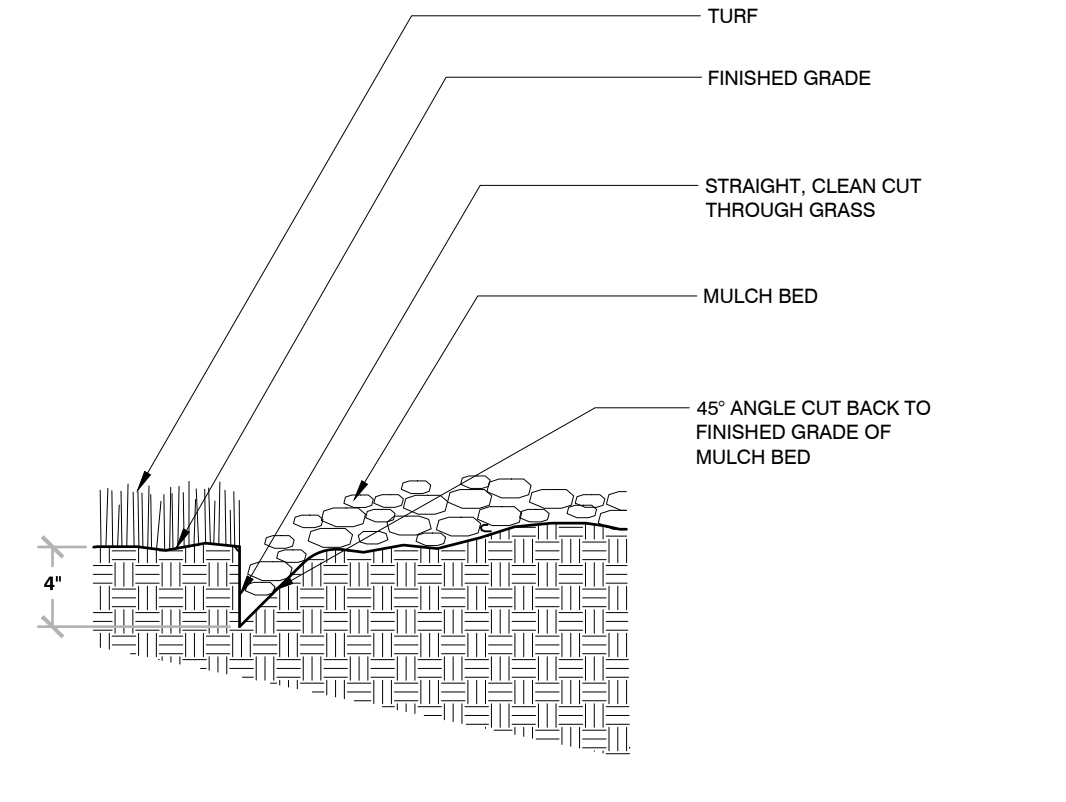
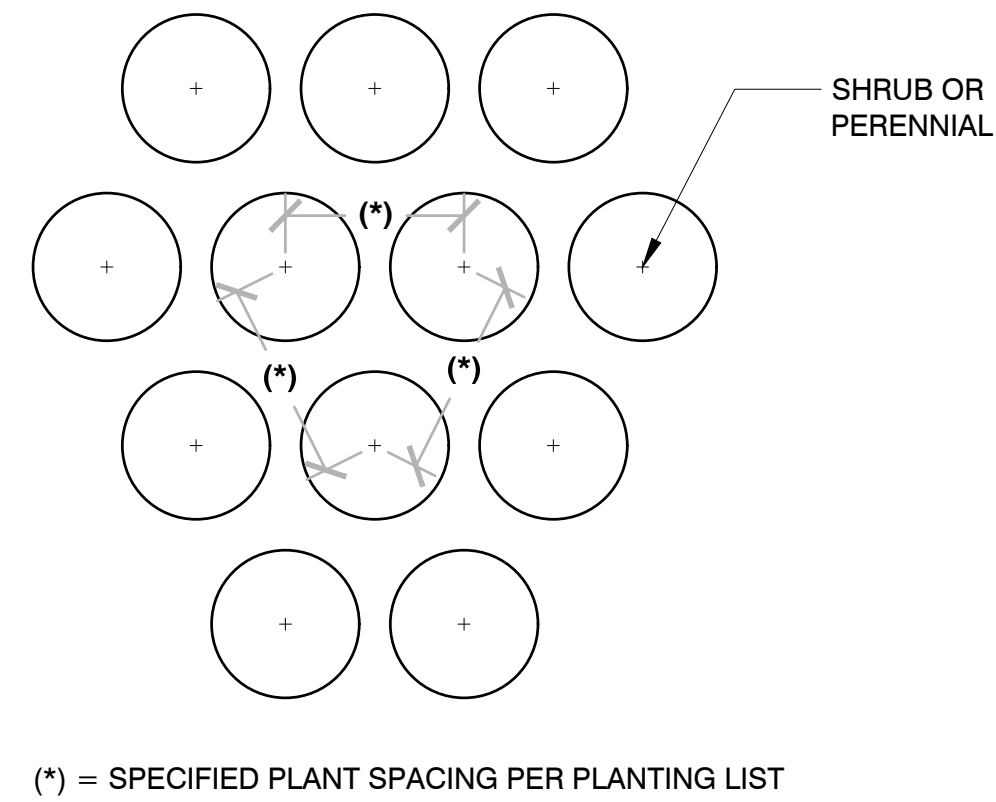
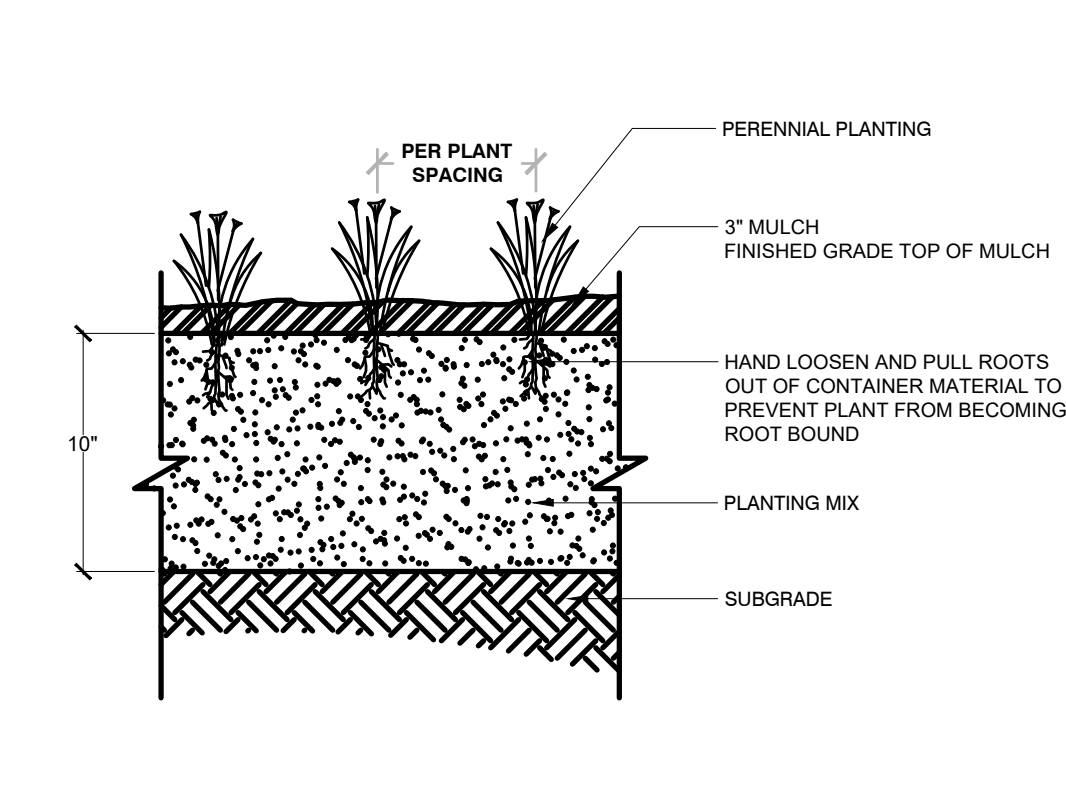
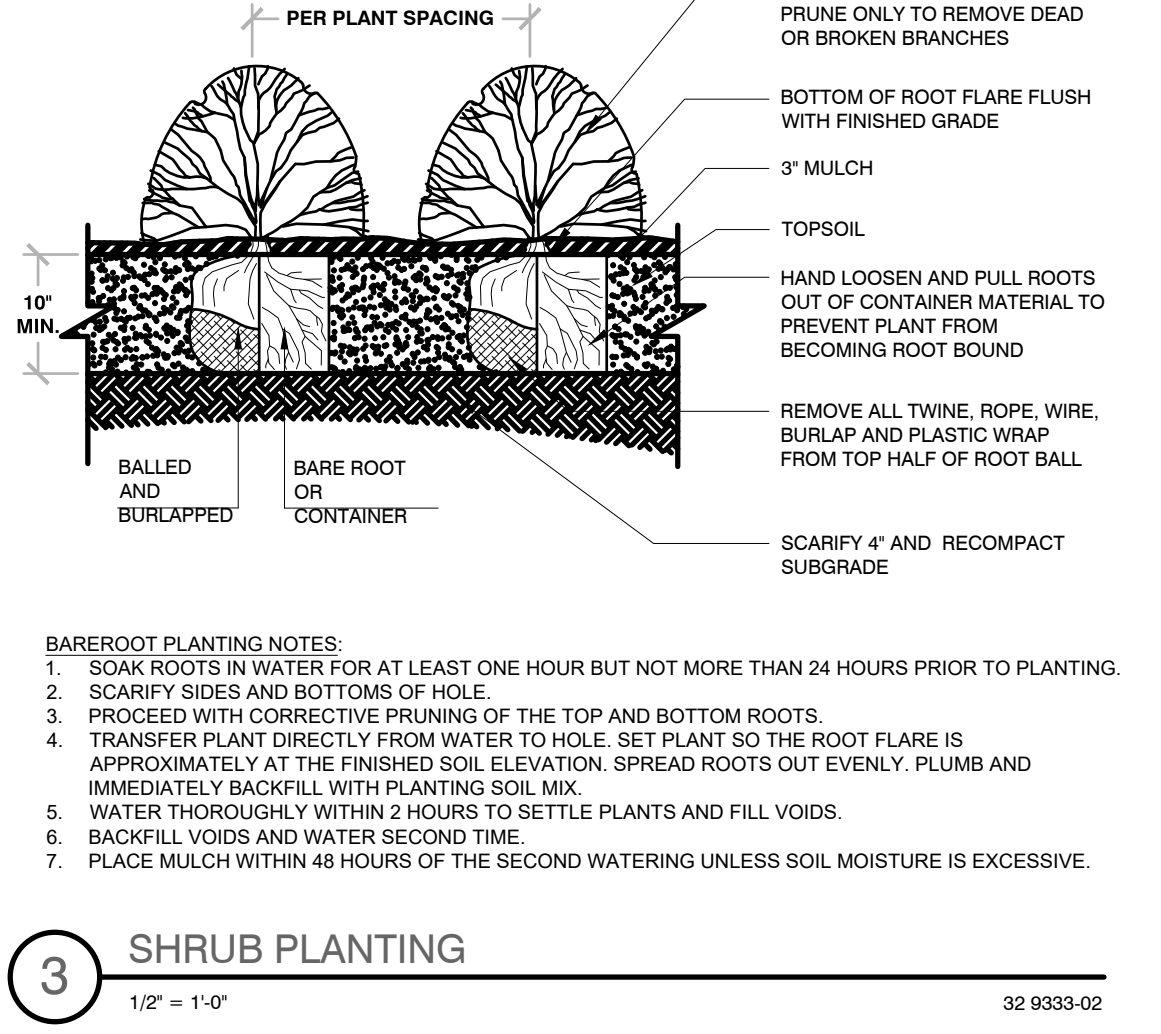
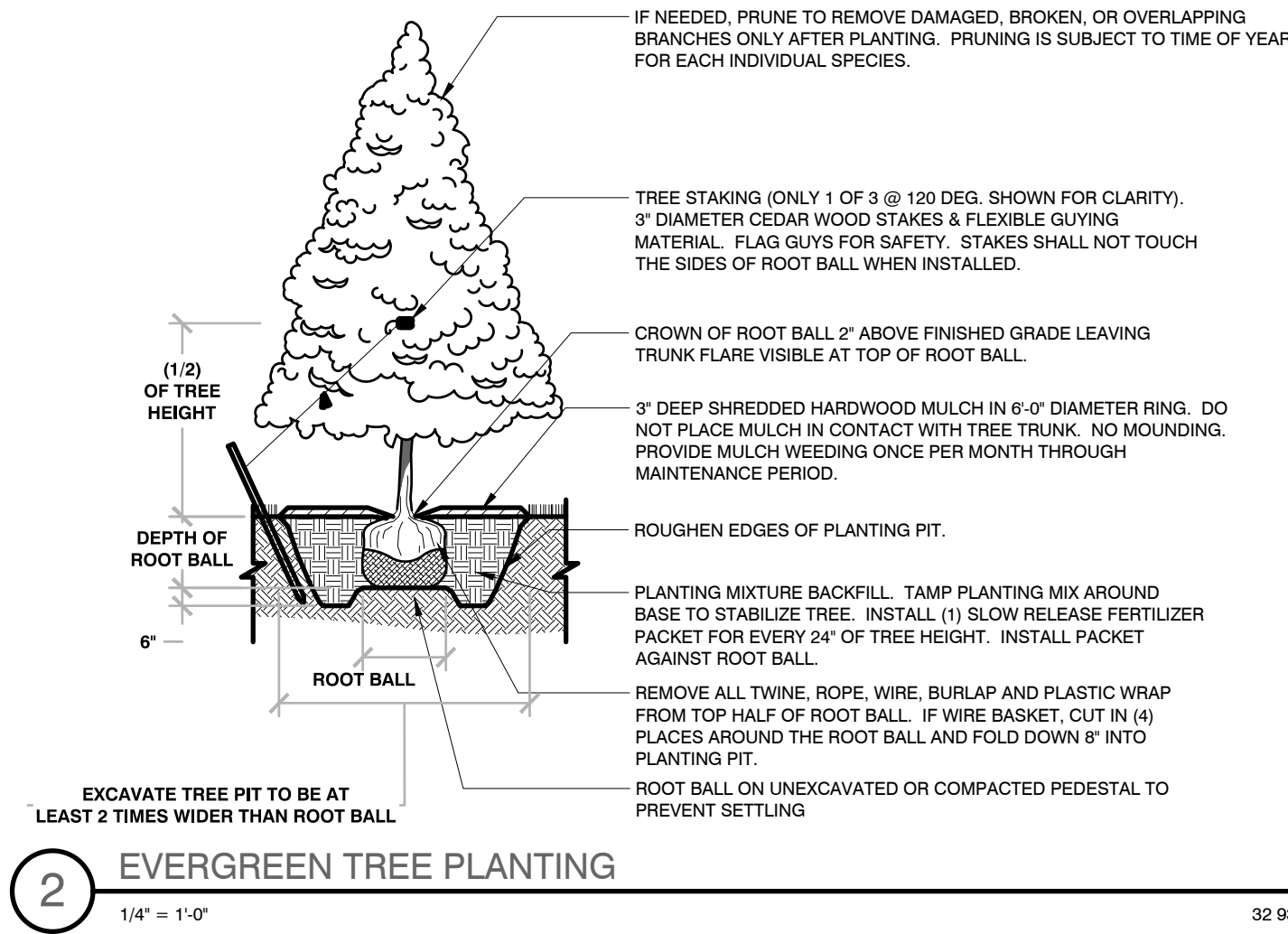
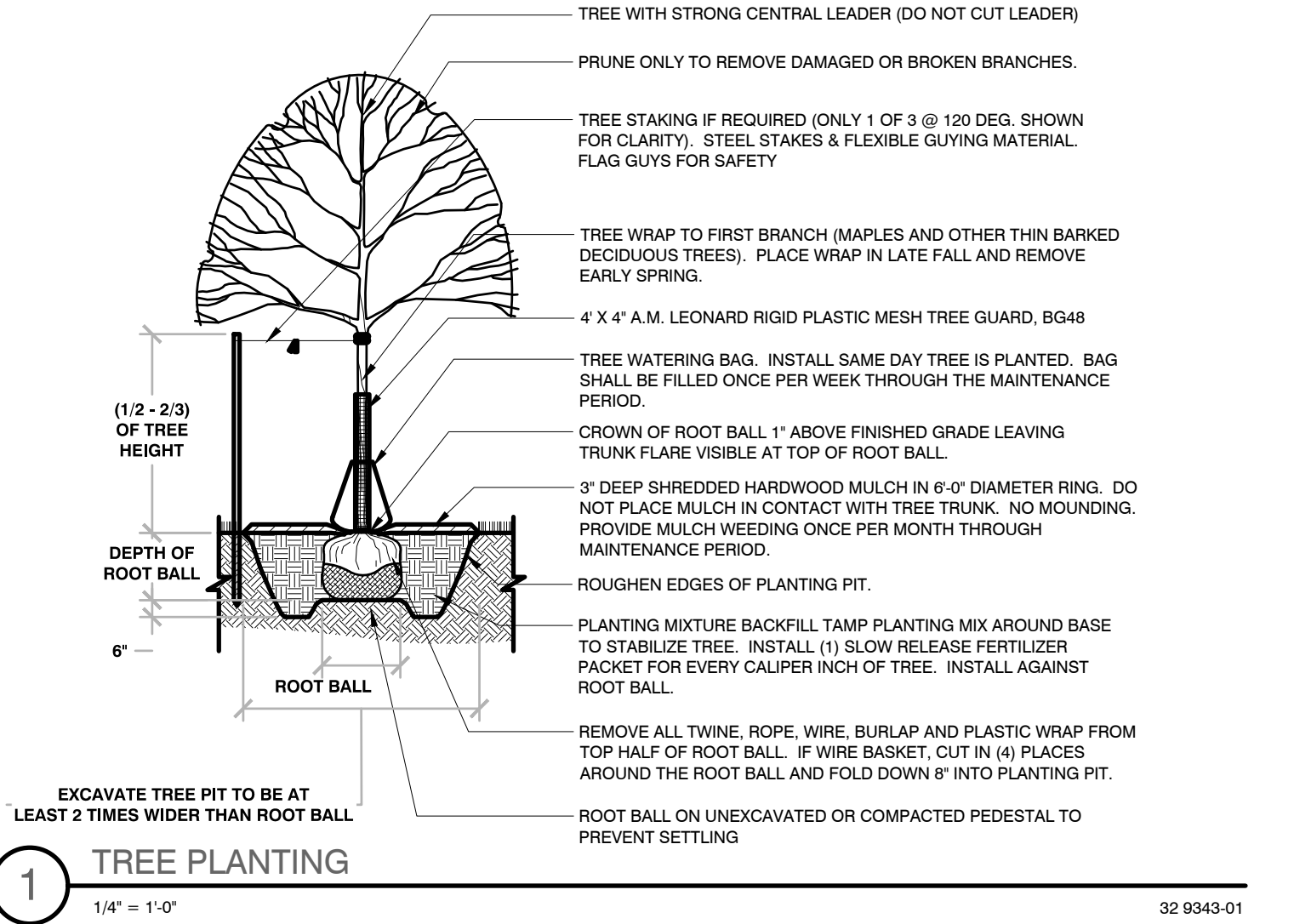
WEED SUPPRESSION MEASURES:

1st YEAR - PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. THIS SHOULD OCCUR APPROXIMATELY EVERY MONTH OF THE GROWING SEASON AFTER NATIVE PLANTINGS HAVE BEEN ROUGH GRADED.

2nd YEAR - IN MAY/JUNE MOW NATIVE PLANTINGS AT 6" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. HAVE PROFESSIONAL ASSESS PLANTINGS. REPEAT MOWING NATIVE PLANTINGS AND SPOT-SPRAY IN EARLY JULY.

3rd YEAR - IN MAY/JUNE MOW NATIVE PLANTINGS AT 8" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS.

4th YEAR - IN MAY PERFORM A PRESCRIBED BURN. IN JUNE HAVE A QUALIFIED PROFESSIONAL ASSESS PLANTINGS. IF A PRESCRIBED BURN CAN NOT BE UTILIZED, NATIVE PLANTINGS SHALL BE CUT TO THE GROUND AND ALL CUT MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE.





PINNACLE ENGINEERING GROUP
IL DESIGN FIRM 184.006289-0010

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1051 E. MAIN ST. | SUITE 217
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BOLT 2.0

28884 N. ILLINOIS ROUTE 83

MUNDELEIN, IL

REVISIONS	

LANDSCAPE NOTES & DETAILS

REG JOB No. **5987-00-JL**
REG PM **BOL**
START DATE **10/03/24**
SCALE **VARIABLES**

SHEET
L-3
OF
L-3



THE BOLT ⚡

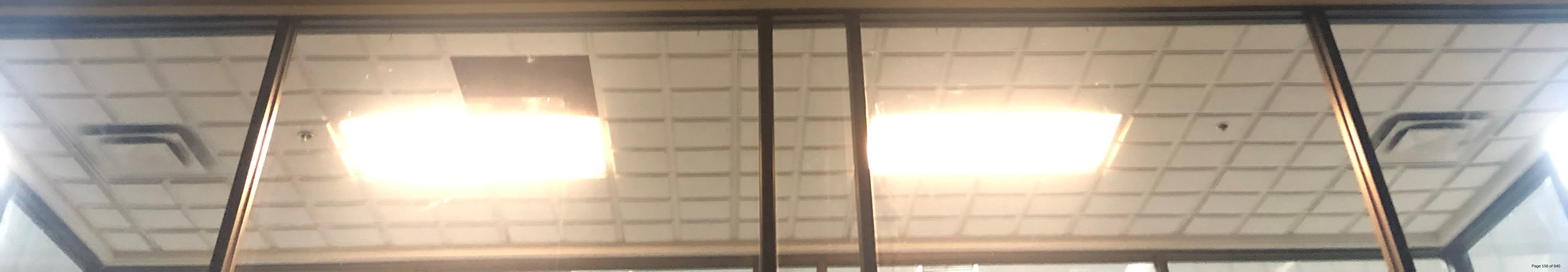


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***THE* BOLT** 

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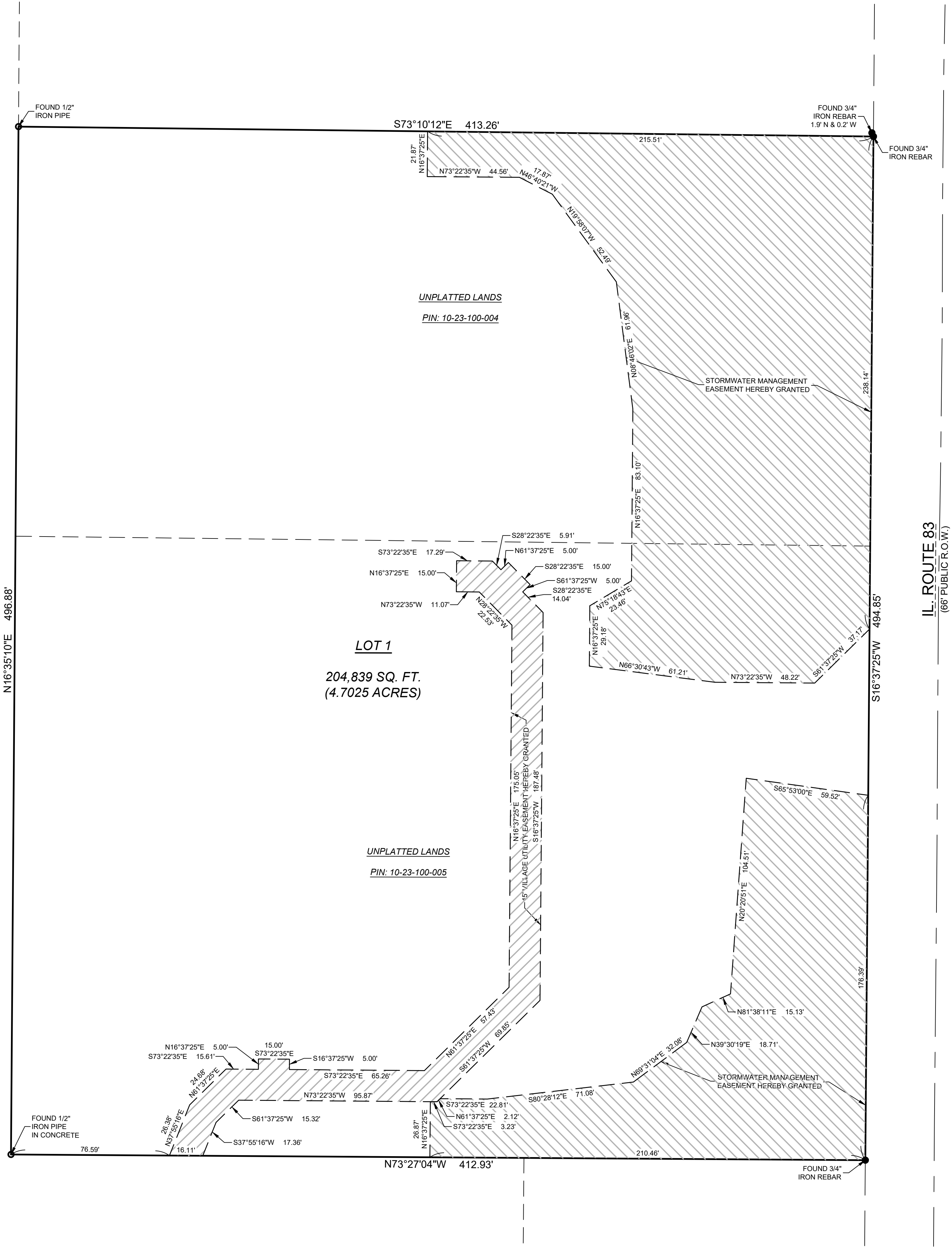
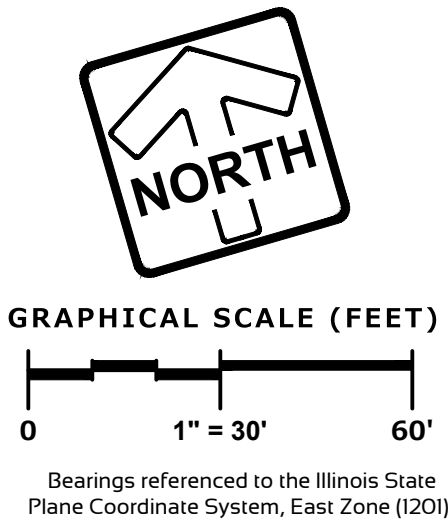
LEGEND OF LINES

- PARCEL BOUNDARY
- RIGHT-OF-WAY
- CENTER OF RIGHT-OF-WAY
- ADJACENT BOUNDARY
- SECTION LINE
- BUILDING SETBACK
- PUBLIC UTILITY EASEMENT LINE
- (180.00')

RECORD DIMENSION
- 180.00'

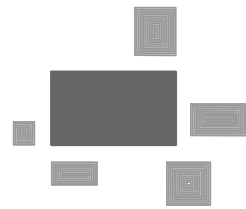
MEASURED DIMENSION
- VILLAGE UTILITY EASEMENT
- STORMWATER MANAGEMENT EASEMENT

BOLT SUBDIVISION
BEING PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



GENERAL NOTES

- Survey prepared for: JFox Enterprises
- Field work completed on October 3, 2024
- No title or letter report was provided for this survey. Boundary based on field evidence.
- Land Area: 204,839 Square Feet (4.7025 Acres).



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(847) 551-5300
CHICAGO | MILWAUKEE | NATIONWIDE

PRELIMINARY PLAT OF
SUBDIVISION

REVISIONS

PEC JOB No.	5897.00
REG. PM.	BDJ
DATE	1/30/2025
SCALE	1"=30'
DRAFTED BY:	TLS

SHEET
1
2

SURVEY
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BOLT SUBDIVISION

BEING PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, THIS DAY OF , 20.

PRESIDENT

ATTEST

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, CHAIRMAN OF THE PLANNING COMMISSION OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT HAS BEEN EXAMINED BY THE SAID COMMISSION AND APPROVED AND ACCEPTED.

DATED THIS DAY OF , 20.

CHAIRMAN

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

APPROVED BY THE VILLAGE ENGINEER OF MUNDELEIN, ILLINOIS, THIS DAY OF , 20.

VILLAGE ENGINEER

CERTIFICATE OF SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, VILLAGE TREASURER OF THE VILLAGE OF MUNDELEIN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED ON THIS PLAT.

DATED THIS DAY OF , 20.

VILLAGE TREASURER

LAKE COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES OR SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY NAME AND SEAL THIS DAY OF , 20.

COUNTY CLERK

LAKE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

THIS INSTRUMENT NO. WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON THE DAY OF , 20.

COUNTY RECORDER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF § 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS" AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENTS "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

OWNER'S CERTIFICATE

STATE OF)
COUNTY OF)

THIS IS TO CERTIFY THAT A CORPORATION, IS THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATIONS, GRANTS AND RESERVATIONS OF EASEMENT AND RIGHTS-OF-WAY DEPICTED HEREON.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF FREMONT ELEMENTARY SCHOOL DISTRICT #79, MUNDELEIN CONS HIGH SCHOOL DISTRICT #120 AND COLLEGE OF LAKE COUNTY #532.

DATED THIS DAY OF , A.D., 20.

SIGNATURE

PLEASE TYPE/PRINT THE AUTHORIZED INDIVIDUAL'S NAME, TITLE, CORPORATION/COMPANY NAME, AND ADDRESS:

AFFIX CORPORATE SEAL IF APPROPRIATE

NOTARY CERTIFICATE

STATE OF)
COUNTY OF)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUAL DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF , A.D., 20.

NOTARY

PLEASE TYPE/PRINT NAME

NOTARY'S SEAL

STORMWATER MANAGEMENT EASEMENT PROVISIONS

A STORMWATER MANAGEMENT EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF MUNDELEIN, ILLINOIS WITHIN THE AREAS DESIGNATED ON THE PLAT AS STORMWATER MANAGEMENT EASEMENTS FOR THE COLLECTION CONVEYANCE AND STORAGE OF STORMWATER IN AREAS TO BE MAINTAINED BY THE OWNER OF THE LOT(S) OR OUTLOT(S) ON WHICH THE FACILITIES EXIST IN ACCORDANCE WITH VILLAGE ORDINANCES AND THE APPROVED FINAL ENGINEERING PLANS. ENCROACHMENTS OF ANY KIND INCLUDING LANDSCAPING, FENCES, SHEDS OR ACCESSORY STRUCTURES WITHIN SAID EASEMENT IS PROHIBITED UNLESS THE VILLAGE ENGINEER HAS DETERMINED SAID ENCROACHMENT WILL NOT INTERFERE WITH THE PROPER FUNCTION OF SAID FACILITIES. THE VILLAGE SHALL HAVE THE RIGHT TO ENTER WITH PERSONNEL AND EQUIPMENT UPON SAID EASEMENT AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID EASEMENT. IF THE OWNER FAILS TO MAINTAIN SAID FACILITIES AND, AFTER RECEIPT OF NOTICE FROM THE VILLAGE OF SAID FAILURE, THE OWNER FAILS TO MAKE REQUIRED REPAIRS IN A REASONABLE PERIOD OF TIME, THE VILLAGE MAY MAKE THE REQUIRED REPAIRS AND SEEK REIMBURSEMENT FROM THE OWNER FOR THE COSTS INCURRED BY THE VILLAGE TO MAKE THE REPAIR AND/OR FILE A LIEN ON THE PROPERTY.

VILLAGE UTILITY EASEMENT PROVISIONS

AN EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF MUNDELEIN, ILLINOIS AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN THE AREAS SO DESIGNATED ON THE PLAT AND MARKED VILLAGE UTILITY EASEMENT (VUE) AND UPON THE GRANTOR'S PROPERTY IMMEDIATELY ADJACENT TO THE EASEMENT AREA AS MAY BE REASONABLY REQUIRED TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE VILLAGE UTILITY EASEMENT INCLUDING WITHOUT LIMITATION WATER MAINS, STORM SEWERS, SANITARY SEWERS, FORCE MAINS, ELECTRIC LINES AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES, AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON; TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON, OR OVER THE PROPERTY WITHIN SAID EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEE. SAID EASEMENT MAY BE USED FOR LANDSCAPING, GARDENS, DRIVEWAYS AND PARKING EXCEPT AS OTHERWISE DESIGNATED ON THE PLAT. THE GRADES OF THE SUBDIVIDED PROPERTY APPROVED BY THE VILLAGE ENGINEER SHALL NOT BE ALTERED IN ANY MANNER BY THE INSTALLATION OF ANY OF THE FACILITIES OF SAID GRANTEE SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR WITH THE SURFACE DRAINAGE THEREON.

UNAVOIDABLE PERPENDICULAR CROSSINGS OF THE VUE BY OTHER UTILITIES SHALL BE PERMITTED BY THE VILLAGE OF MUNDELEIN AND SHALL APPEAR ON ALL RECORD DRAWINGS.

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)

WE HEREBY CERTIFY THAT THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED BY THE PLAT ACT, 765 ILCS ACT 205, AS NOW OR HEREAFTER AMENDED, HAVE BEEN FILED WITH THE VILLAGE OF MUNDELEIN, A MUNICIPAL CORPORATION IN LAKE COUNTY, ILLINOIS, AND THE CERTIFICATION AS TO DRAINAGE REQUIRED BY SAID ACT MADE THEREON.

DATED THIS DAY OF , A.D., 20.

REGISTERED PROFESSIONAL ENGINEER
LICENSE NO.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, PAUL A. KUBICEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE NORTH 84 DEGREES 15 MINUTES EAST 3.81 CHAINS; THENCE NORTH 8 DEGREES 45 MINUTES EAST 23.21 CHAINS TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY; THENCE NORTH 17 DEGREES EAST ALONG THE CENTER OF SAID HIGHWAY, 4.50 CHAINS, WHICH IS THE PLACE OF BEGINNING OF THE PREMISES HEREBY DESCRIBED, AND RUNNING THENCE NORTH 73 DEGREES 6.75 CHAINS; THENCE NORTH 17 DEGREES EAST 7.50 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.75 CHAINS TO THE CENTER OF SAID HIGHWAY; THENCE SOUTH 17 DEGREES 7.50 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

CONTAINING 204,839 SQUARE FEET OR 4.7025 ACRES

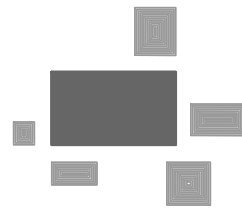
I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HERON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF MUNDELEIN, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17097CO141K, EFFECTIVE DATE FEBRUARY 17, 2016.

DATED AT EAST DUNDEE, ILLINOIS, THIS 13th DAY OF JANUARY, 2025.

FOR REVIEW

PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296
EXPIRES 11/30/2026
PINNACLE ENGINEERING GROUP, LLC #184006289-0010
EXPIRES 04/30/2025



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ILLINOIS OFFICE:
1051 E. MAIN STREET - SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

PRELIMINARY PLAT OF SUBDIVISION

REVISIONS

Table with 3 columns for revision tracking.

Table with 4 columns: PEG JOB NO., PEG PM, DATE, SCALE, DRAFTED BY, T1S, SHEET 2 of 2.

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LEGEND OF LINES

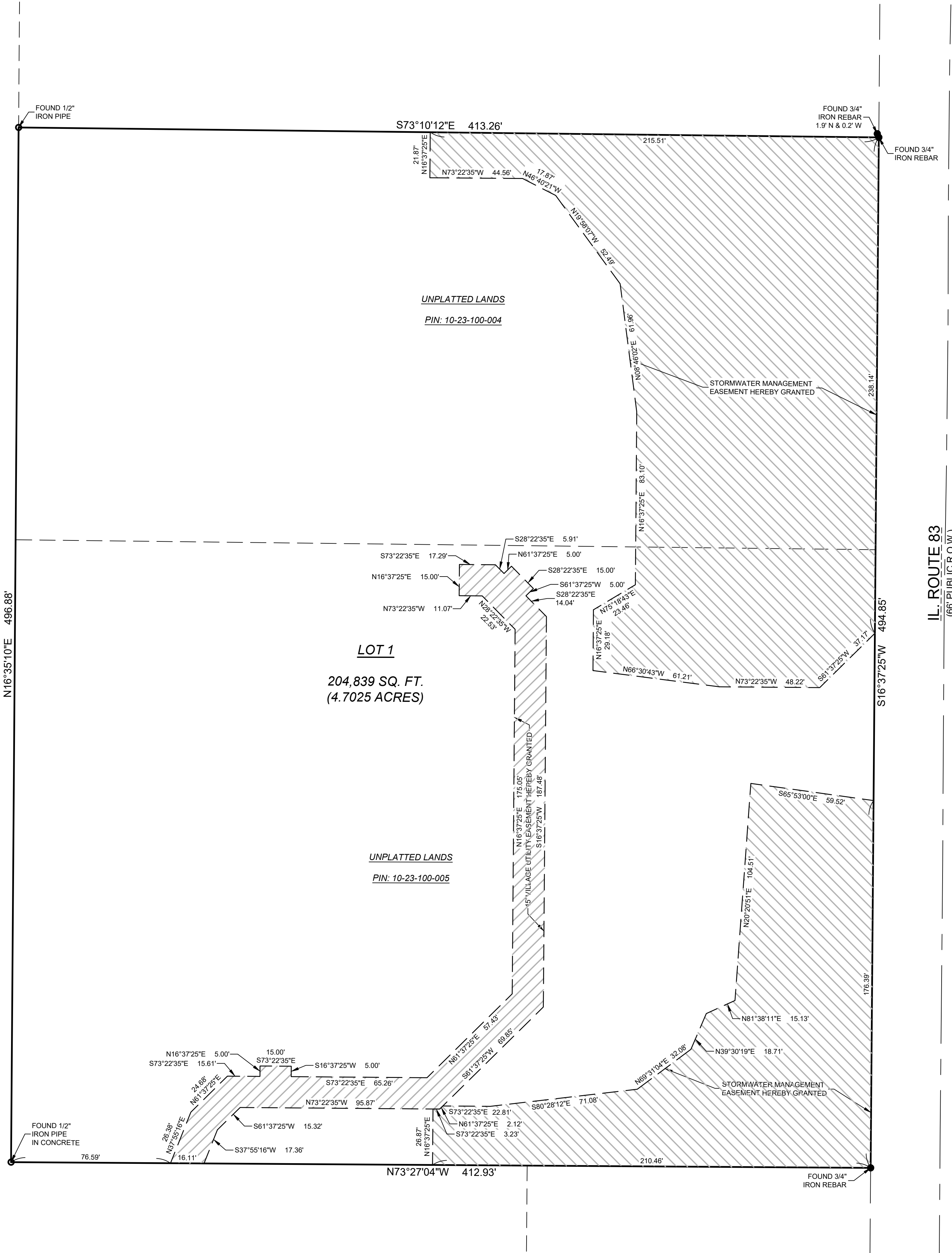
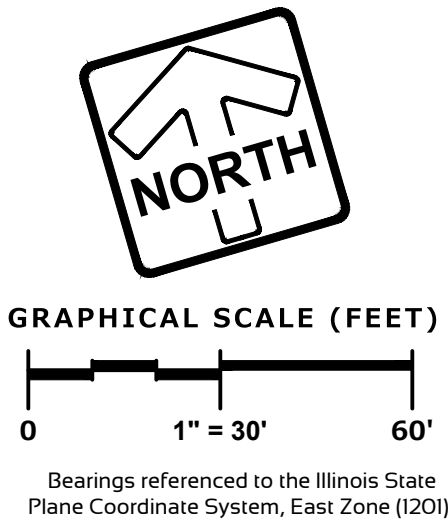
- PARCEL BOUNDARY
- RIGHT-OF-WAY
- CENTER OF RIGHT-OF-WAY
- ADJACENT BOUNDARY
- SECTION LINE
- BUILDING SETBACK
- PUBLIC UTILITY EASEMENT LINE
- (180.00')

RECORD DIMENSION
- 180.00'

MEASURED DIMENSION
- VILLAGE UTILITY EASEMENT
- STORMWATER MANAGEMENT EASEMENT

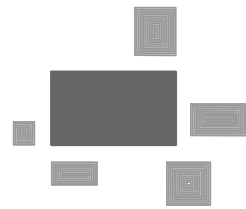
BOLT SUBDIVISION

BEING PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



GENERAL NOTES

- Survey prepared for: JFox Enterprises
- Field work completed on October 3, 2024
- No title or letter report was provided for this survey. Boundary based on field evidence.
- Land Area: 204,839 Square Feet (4.7025 Acres).



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(847) 551-5300

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FINAL PLAT OF
SUBDIVISION

REVISIONS

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REG JOB No. **5897.00**
REG PM **BDJ**
DATE **12/05/24**
SCALE **1"=30'**
DRAFTED BY: **TLS**

SHEET
1
2

SURVEY
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BOLT SUBDIVISION

BEING PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, THIS DAY OF , 20.

PRESIDENT

ATTEST

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, CHAIRMAN OF THE PLANNING COMMISSION OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT HAS BEEN EXAMINED BY THE SAID COMMISSION AND APPROVED AND ACCEPTED.

DATED THIS DAY OF , 20.

CHAIRMAN

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

APPROVED BY THE VILLAGE ENGINEER OF MUNDELEIN, ILLINOIS, THIS DAY OF , 20.

VILLAGE ENGINEER

CERTIFICATE OF SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, VILLAGE TREASURER OF THE VILLAGE OF MUNDELEIN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED ON THIS PLAT.

DATED THIS DAY OF , 20.

VILLAGE TREASURER

LAKE COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES OR SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY NAME AND SEAL THIS DAY OF , 20.

COUNTY CLERK

LAKE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

THIS INSTRUMENT NO. WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON THE DAY OF , 20.

COUNTY RECORDER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF § 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS" AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENTS "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

OWNER'S CERTIFICATE

STATE OF)
COUNTY OF)

THIS IS TO CERTIFY THAT A CORPORATION, IS THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATIONS, GRANTS AND RESERVATIONS OF EASEMENT AND RIGHTS-OF-WAY DEPICTED HEREON.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF FREMONT ELEMENTARY SCHOOL DISTRICT #79, MUNDELEIN CONS HIGH SCHOOL DISTRICT #120 AND COLLEGE OF LAKE COUNTY #532.

DATED THIS DAY OF , A.D., 20.

SIGNATURE

PLEASE TYPE/PRINT THE AUTHORIZED INDIVIDUAL'S NAME, TITLE, CORPORATION/COMPANY NAME, AND ADDRESS:

AFFIX CORPORATE SEAL IF APPROPRIATE

NOTARY CERTIFICATE

STATE OF)
COUNTY OF)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUAL DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF , A.D., 20.

NOTARY

PLEASE TYPE/PRINT NAME

NOTARY'S SEAL

STORMWATER MANAGEMENT EASEMENT PROVISIONS

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VILLAGE UTILITY EASEMENT PROVISIONS

AN EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF MUNDELEIN, ILLINOIS AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN THE AREAS SO DESIGNATED ON THE PLAT AND MARKED VILLAGE UTILITY EASEMENT (VUE) AND UPON THE GRANTOR'S PROPERTY IMMEDIATELY ADJACENT TO THE EASEMENT AREA AS MAY BE REASONABLY REQUIRED TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE VILLAGE UTILITY EASEMENT INCLUDING WITHOUT LIMITATION WATER MAINS, STORM SEWERS, SANITARY SEWERS, FORCE MAINS, ELECTRIC LINES AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES, AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON; TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON, OR OVER THE PROPERTY WITHIN SAID EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEE. SAID EASEMENT MAY BE USED FOR LANDSCAPING, GARDENS, DRIVEWAYS AND PARKING EXCEPT AS OTHERWISE DESIGNATED ON THE PLAT. THE GRADES OF THE SUBDIVIDED PROPERTY APPROVED BY THE VILLAGE ENGINEER SHALL NOT BE ALTERED IN ANY MANNER BY THE INSTALLATION OF ANY OF THE FACILITIES OF SAID GRANTEE SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR WITH THE SURFACE DRAINAGE THEREON.

UNAVOIDABLE PERPENDICULAR CROSSINGS OF THE VUE BY OTHER UTILITIES SHALL BE PERMITTED BY THE VILLAGE OF MUNDELEIN AND SHALL APPEAR ON ALL RECORD DRAWINGS.

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)

WE HEREBY CERTIFY THAT THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED BY THE PLAT ACT, 765 ILCS ACT 205, AS NOW OR HEREAFTER AMENDED, HAVE BEEN FILED WITH THE VILLAGE OF MUNDELEIN, A MUNICIPAL CORPORATION IN LAKE COUNTY, ILLINOIS, AND THE CERTIFICATION AS TO DRAINAGE REQUIRED BY SAID ACT MADE THEREON.

DATED THIS DAY OF , A.D., 20.

REGISTERED PROFESSIONAL ENGINEER
LICENSE NO.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, PAUL A. KUBICEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE NORTH 84 DEGREES 15 MINUTES EAST 3.81 CHAINS; THENCE NORTH 8 DEGREES 45 MINUTES EAST 23.21 CHAINS TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY; THENCE NORTH 17 DEGREES EAST ALONG THE CENTER OF SAID HIGHWAY, 4.50 CHAINS, WHICH IS THE PLACE OF BEGINNING OF THE PREMISES HEREBY DESCRIBED, AND RUNNING THENCE NORTH 73 DEGREES 6.75 CHAINS; THENCE NORTH 17 DEGREES EAST 7.50 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.75 CHAINS TO THE CENTER OF SAID HIGHWAY; THENCE SOUTH 17 DEGREES 7.50 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

CONTAINING 204,839 SQUARE FEET OR 4.7025 ACRES

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HERON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF MUNDELEIN, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 17097CO141K, EFFECTIVE DATE FEBRUARY 17, 2016.

DATED AT EAST DUNDEE, ILLINOIS, THIS 13th DAY OF JANUARY, 2025.

FOR REVIEW

PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296
EXPIRES 11/30/2026
PINNACLE ENGINEERING GROUP, LLC #184006289-0010
EXPIRES 04/30/2025



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

ILLINOIS OFFICE:
1051 E. MAIN STREET - SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300

FINAL PLAT OF
SUBDIVISION

REVISIONS

Table with 3 columns for revision tracking.

Table with 4 columns: Job No., Date, Scale, and Sheet count (2 of 2).

SURVEY

Traffic Impact Study Baseball Training Facility

Mundelein, Illinois



Prepared For:

JFox Enterprises



December 12, 2024

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed baseball training facility to be located in Mundelein, Illinois. The site, which is currently vacant, is located on the west side of IL Route 83 between IL Route 60 and Fieldcrest Drive. As proposed, the initial indoor baseball training facility will have a total area of approximately 35,000 square feet with a future 17,500 square-foot expansion that will provide a total building size of 52,500 square feet. Access to the facility will be provided via a single access drive on IL Route 83.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed facility will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed facility.

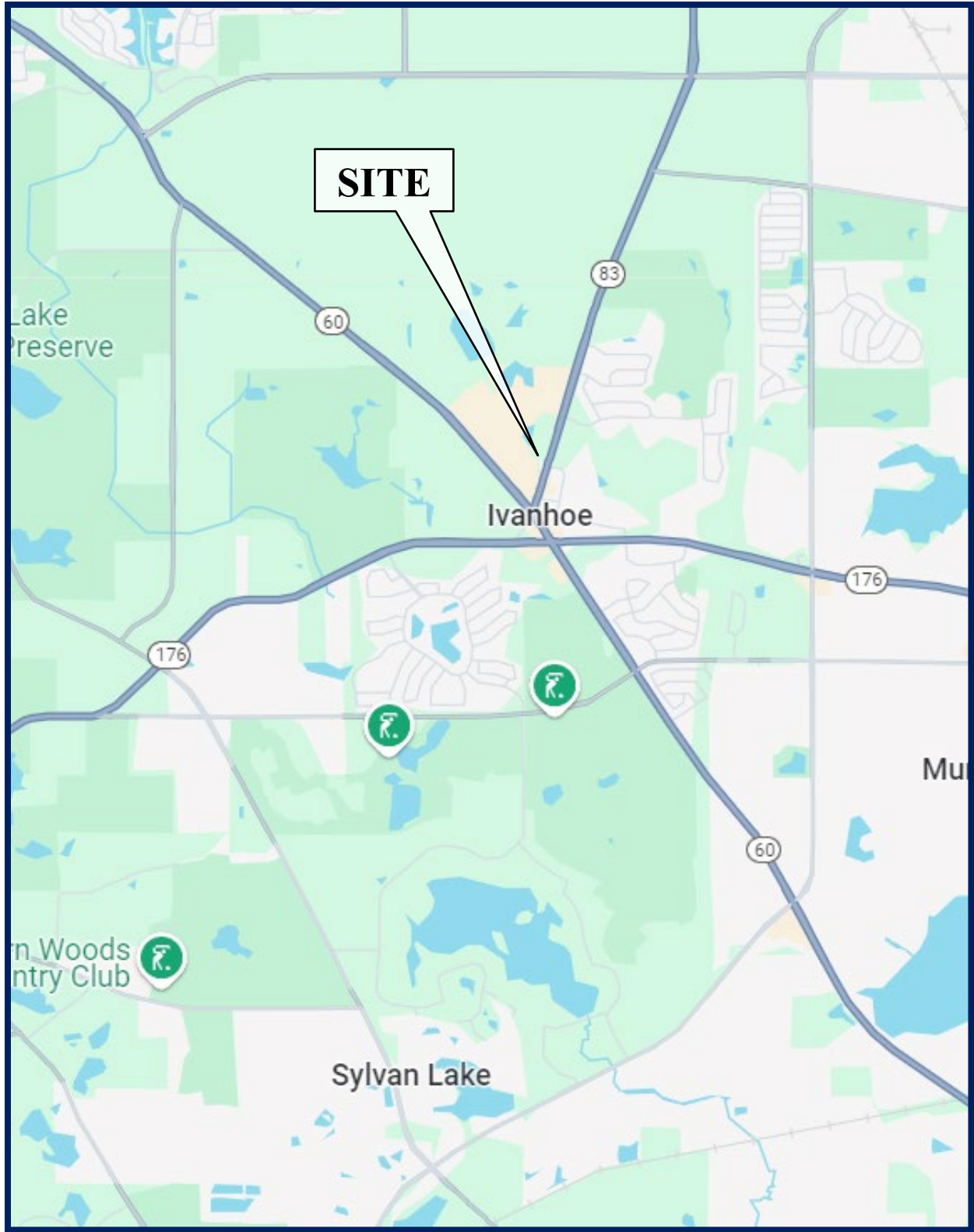
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed facility
- Directional distribution of the facility traffic
- Vehicle trip generation for the facility
- Future traffic conditions including access to the facility
- Traffic analyses for the weekday evening and Saturday midday peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday evening and Saturday midday peak hours for the following conditions:

1. Existing Conditions – Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes.
2. Year 2030 No-Build Conditions – Analyzes the capacity of the existing roadway system using the existing peak hour traffic volumes increased by an ambient area growth not attributable to any particular development.
3. Year 2030 Projected Conditions – Analyzes the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient area growth not attributable to any particular development, and the traffic estimated to be generated by the proposed facility.



Site Location

Figure 1



Aerial View of Site

Figure 2

*Baseball Training Facility
Mundelein, Illinois*

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site, which is currently vacant, is located on the west side of IL Route 83 north of IL Route 60 and south of Fieldcrest Drive. Ivanhoe Baseball Field borders the site on the north. Land uses north, northwest, and east of the site are primarily residential. Mundelein Crossings shopping center borders the site to the south and west.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the site are described below and illustrated in **Figure 3**.

IL Route 83 is a primarily a north-south, other principal arterial roadway that provides one lane in each direction in the vicinity of the site. At its unsignalized intersection with Fieldcrest Drive, IL Route 83 provides a left-turn lane, a through lane, and a right-turn lane on the northbound and southbound approaches. A high-visibility crosswalk is provided on the north leg of the intersection. At its unsignalized intersections with Ivanhoe Lane and the Mundelein Crossings access drive, IL Route 83 does not provide exclusive turn lanes, but does provide a two-way left turn lane. IL Route 83 carries an annual average daily traffic (AADT) volume of 12,200 vehicles (IDOT 2023), is under the jurisdiction of the Illinois Department of Transportation (IDOT), and has a posted speed limit of 40 miles per hour.

Fieldcrest Drive is generally an east-west, local roadway that provides one lane in each direction. At its intersection with IL Route 83, Fieldcrest Drive provides a combined left-turn/through/right-turn lane on the eastbound and westbound approaches which are under stop sign control. The west leg of the intersection has a landscaped median and provides a standard-style crosswalk. Fieldcrest Drive is under the jurisdiction of the Village of Mundelein and has a posted speed limit of 25 miles per hour.

Ivanhoe Lane is generally an east-west, local roadway that provides one lane in each direction and extends east from IL Route 83. At its T-intersection with IL Route 83, Ivanhoe Lane provides a combined left-turn/right-turn lane on the westbound approach that is under stop sign control. Ivanhoe Lane has a posted weight limit of 6 tons, carries an AADT volume of 250 vehicles (IDOT 2019), and is under the jurisdiction of Fremont Township.



NOT TO SCALE

CROSSINGS
OF MUNDELEIN

IVANHOE
COMMUNITY
CLUB PARK

FIELDCREST
DRIVE

83

SITE

MUNDELEIN
CROSSINGS

IVANHOE
LANE

MUNDELEIN CROSSINGS
ACCESS DRIVE

WEIGHT
LIMIT
6
TONS

LEGEND

-  - TRAVEL LANE
-  - STOP SIGN
-  - SPEED LIMIT SIGN
-  - STANDARD CROSSWALK
-  - HIGH VISIBILITY CROSSWALK
-  - TWO-WAY LEFT TURN LANE

Baseball Training
Facility
Mundelein, Illinois

Existing Roadway Characteristics

KLOA
Kenig, Lindgren, O'Hara, Aboona, Inc.
Job No: 24-246 Figure: 3

The *Mundelein Crossings access drive* is an east-west access drive that provides one inbound lane and two outbound lanes extending west from IL Route 83 providing access to the Mundelein Crossings shopping center. At its unsignalized T-intersection with IL Route 83, the access drive provides a left-turn lane and a right-turn lane on the eastbound approach that are under stop sign control. This access drive is under private jurisdiction.

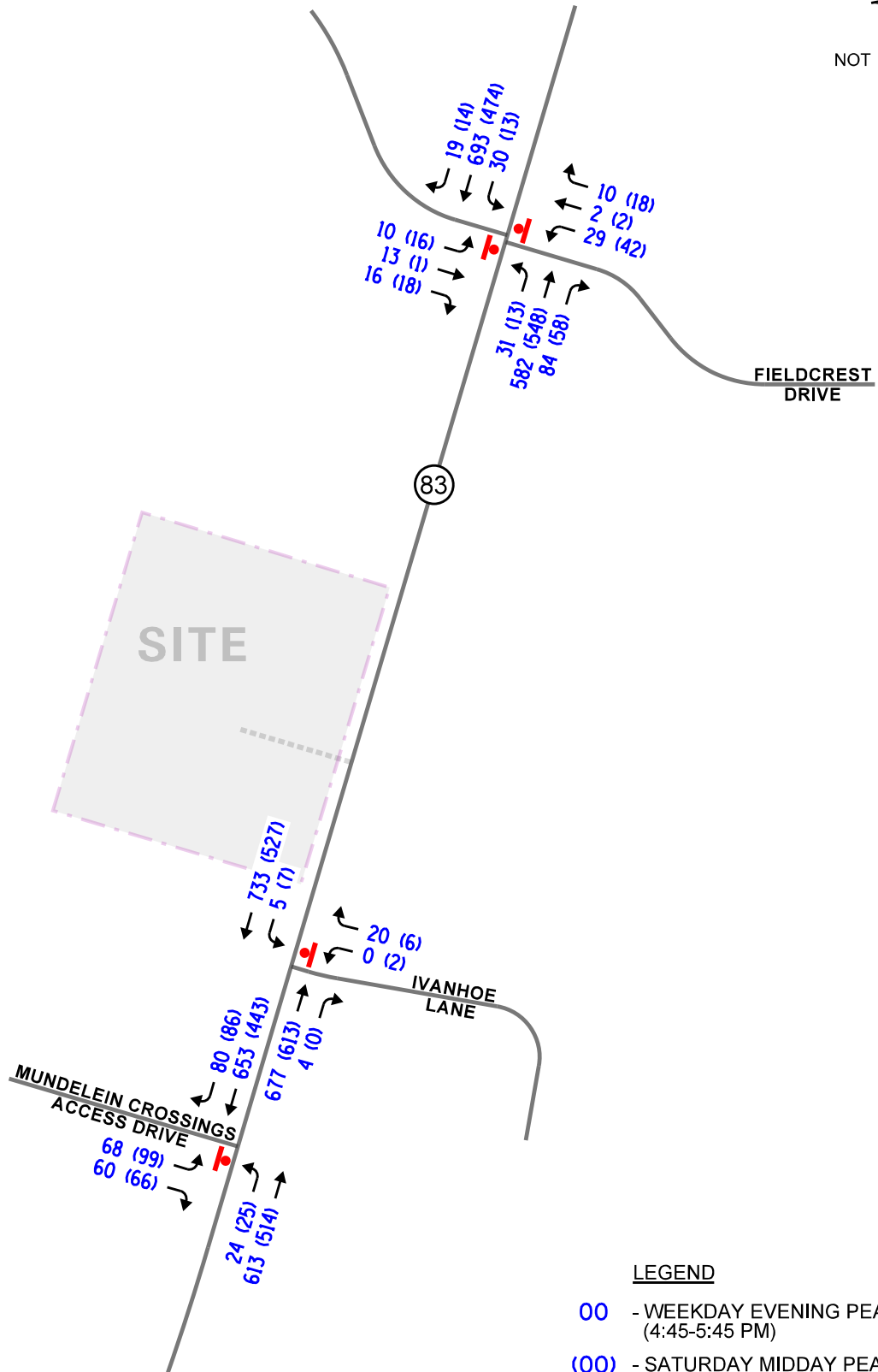
Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts utilizing Miovision Scout Video Collection Units on Tuesday, October 8, 2024 during the weekday evening (4:00 P.M. to 6:00 P.M.) peak period and on Saturday, October 5, 2024 during the Saturday midday (12:00 P.M. to 2:00 P.M.) peak period at the following intersections:

- IL Route 83 with Fieldcrest Drive
- IL Route 83 with Ivanhoe Lane
- IL Route 83 with Mundelein Crossings access drive

The traffic counts were conducted when area schools were in session. The results of the traffic counts indicated that the weekday evening peak hour of traffic occurs from 4:45 to 5:45 P.M., and the Saturday midday peak hour of traffic occurs from 12:45 P.M. to 1:45 P.M.

Figure 4 illustrates the existing peak hour traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.



LEGEND

- 00 - WEEKDAY EVENING PEAK HOUR (4:45-5:45 PM)
- (00) - SATURDAY MIDDAY PEAK HOUR (12:45-1:45 PM)

Baseball Training Facility
Mundelein, Illinois

Existing Traffic Volumes



Job No: 24-246

Figure: 4

Crash Data Summary

KLOA, Inc. obtained crash data¹ for the most recent available past five years (2019 to 2023) for the roadway intersections included in the study. No crashes were reported at the intersection of IL Route 83 with Ivanhoe Lane during the review period. The crash data for the intersection of IL Route 83 with Fieldcrest Drive is summarized in **Table 1**. A review of the crash data indicated that no fatalities were reported at the intersection during the review period.

Table 1
IL ROUTE 83 WITH FIELDCREST DRIVE – CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2019	0	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0	0
2021	0	0	0	0	0	2	0	2
2022	1	0	0	0	0	0	0	1
2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1	0	0	0	0	2	0	3
Average	<1.0	0.0	0.0	0.0	0.0	<1.0	0.0	<1.0

¹ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. The author is responsible for any data analyses and conclusions drawn.

3. Traffic Characteristics of the Proposed Facility

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed facility, including the directional distribution and volumes of traffic that it will generate.

Proposed Site Plan

As proposed, the site will be developed with an indoor baseball training facility providing approximately 35,000 square feet of space. A possible future addition of 17,500 square feet would result in an eventual total building size of 52,500 square feet. The facility is proposed to include a practice field, batting cages, pitching lanes, locker rooms, a weight room, golf simulator, juice bar, and reception areas with waiting areas. Additionally, a small section of the facility will be reserved for occasional pickleball games.

The facility will be utilized from 2:00 P.M. to 9:00 P.M. Monday through Friday and 12:00 P.M. to 9:00 P.M. on Saturday and Sunday. Approximately six employees will be on site every day. During the weekday evenings, it is assumed that approximately a total of 50 players and guests will be on site.

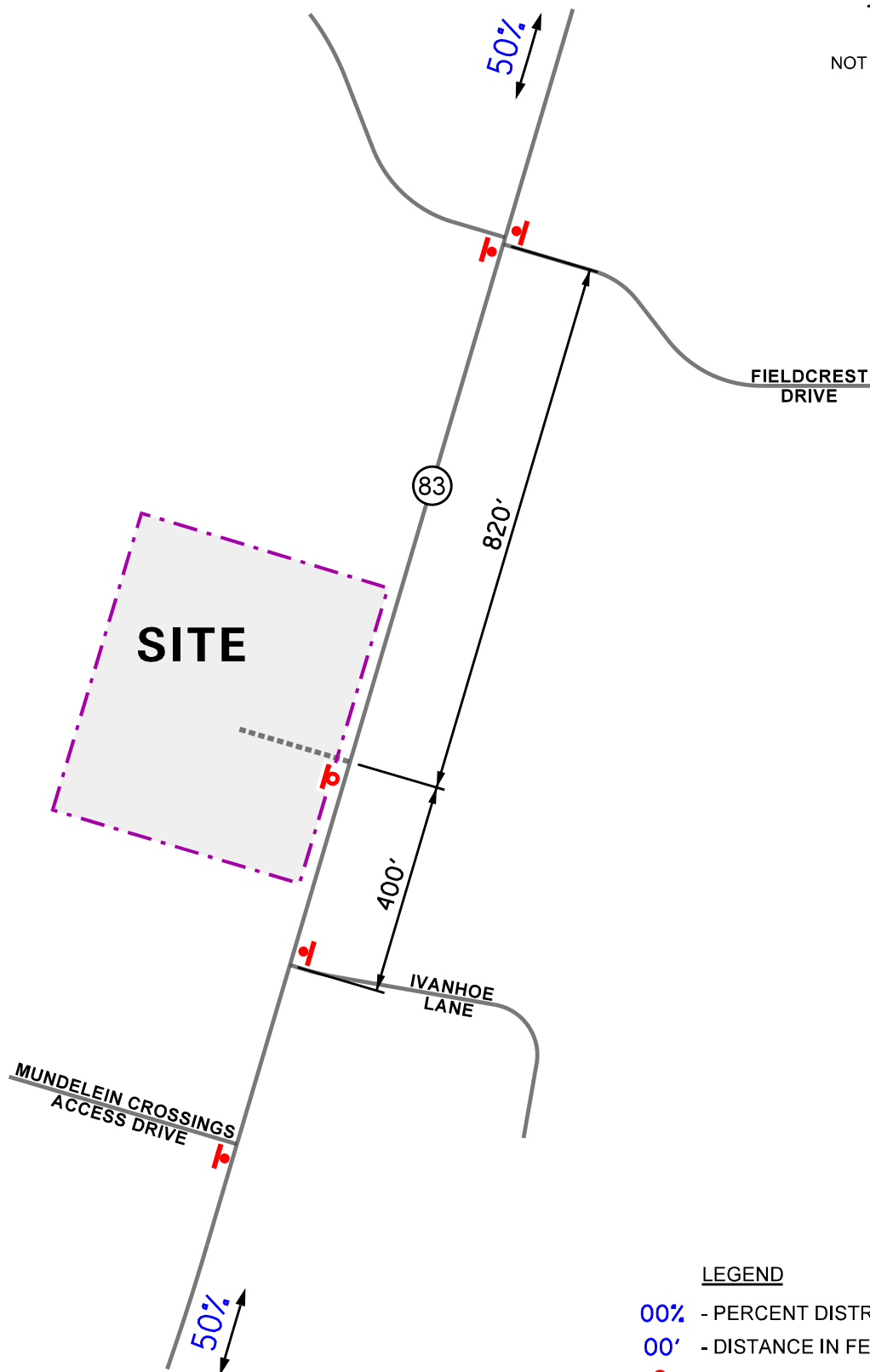
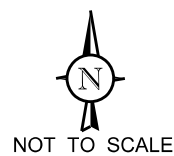
The proposed provided parking lot will provide approximately 60 parking spaces, with a possible future addition of 30 parking spaces for an eventual total parking supply of 90 parking spaces.

Access to the facility will be provided via an access drive located on the west side IL Route 83 approximately 400 feet north of Ivanhoe Lane. This access drive will provide one inbound lane and two outbound lanes, striped to provide a left-turn lane and a right-turn lane. Outbound movements will be under stop sign control. As part of the development, the existing two-way left-turn lane on IL Route 83 will be restriped to provide a 150-foot exclusive northbound left-turn lane with a 200-foot taper serving the site.

A copy of the proposed site plan and floor plan is included in the Appendix.

Directional Distribution

The directions from which vehicles will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the site-generated traffic.



Baseball Training
Facility
Mundelein, Illinois

Directional Distribution



Job No: 24-246

Figure: 5

Peak Hour Traffic Volumes

The number of passenger vehicle peak hour trips estimated to be generated by the proposed facility was based on information provided by the operator and summarized below.

- The hours of operation for the facility will be 2:00 P.M. to 9:00 P.M. Monday through Friday and 12:00 P.M. to 9:00 P.M. Saturday and Sunday which overlap with the peak hours of the area roadway system.
- There will be approximately six employees on site per day.
- As the facility will not be opened during the weekday morning peak hour, the facility will generate limited, if any, trips during the commuter weekday morning peak period.
- It is assumed that many players and guests will carpool to/from the facility.

It should be noted that the peak occupancy of the facility is expected to occur on weekday evenings and Saturdays outside of peak evening commuting hours. **Table 2** summarizes the trips projected to be generated by the proposed facility.

Table 2
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

Type/Size	Weekday Evening Peak Hour			Saturday Midday Peak Hour		
	In	Out	Total	In	Out	Total
Baseball Training Facility	30	30	60	40	40	80

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed facility.

Site Traffic Assignment

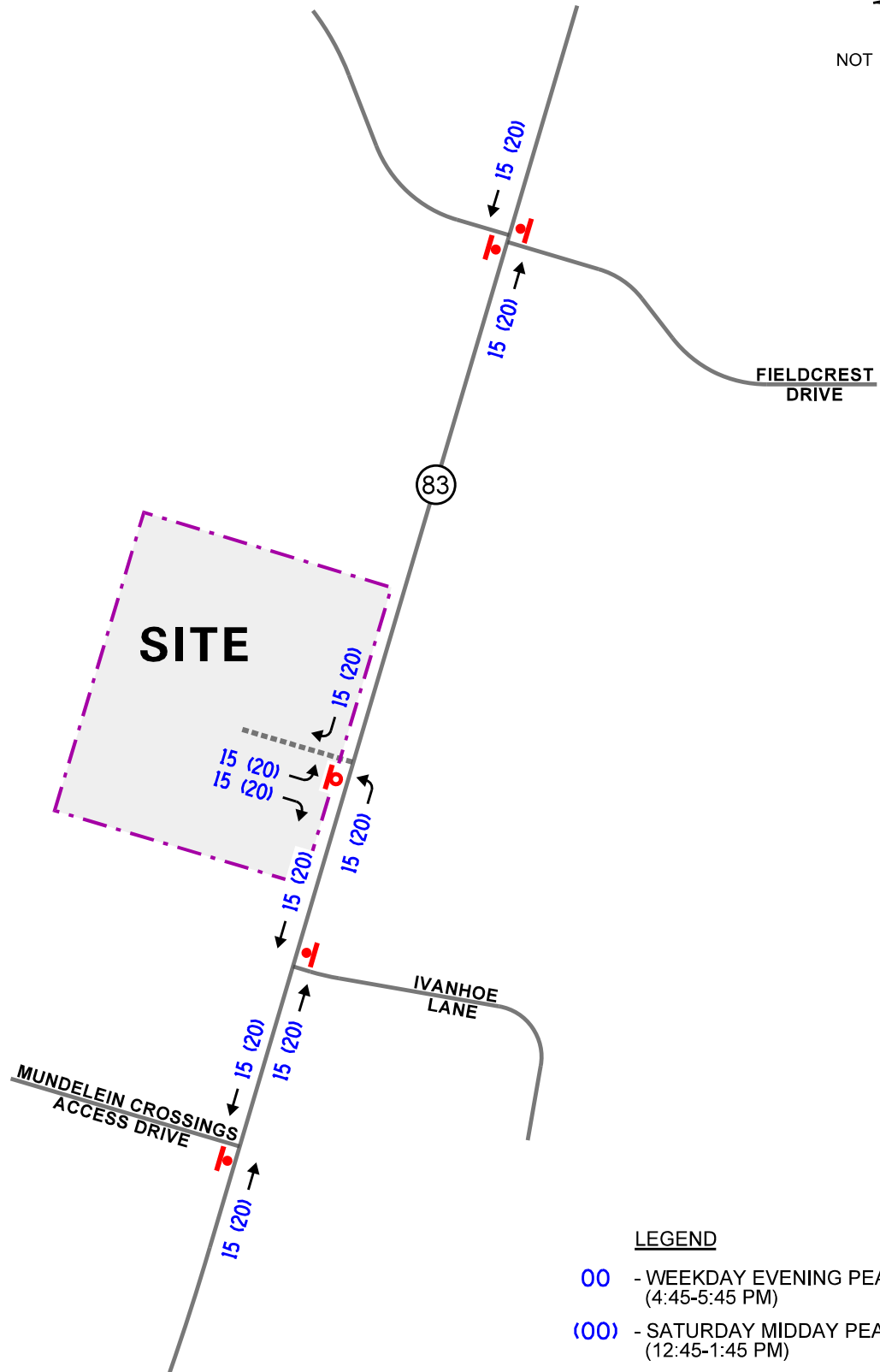
The estimated weekday evening and Saturday midday peak hour traffic volumes that will be generated by the proposed facility were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the new passenger vehicle traffic.

Background (No-Build) Traffic Conditions

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on AADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP) in a letter dated September 24, 2024, the existing traffic volumes are projected to increase by an annual growth rate of 1.1 percent per year. As such, the existing traffic volumes were increased by seven percent (one year buildout plus five years) to project Year 2030 no-build conditions. **Figure 7** illustrates the Year 2030 no-build traffic conditions. A copy of the CMAP 2050 projections letter is included in the Appendix.

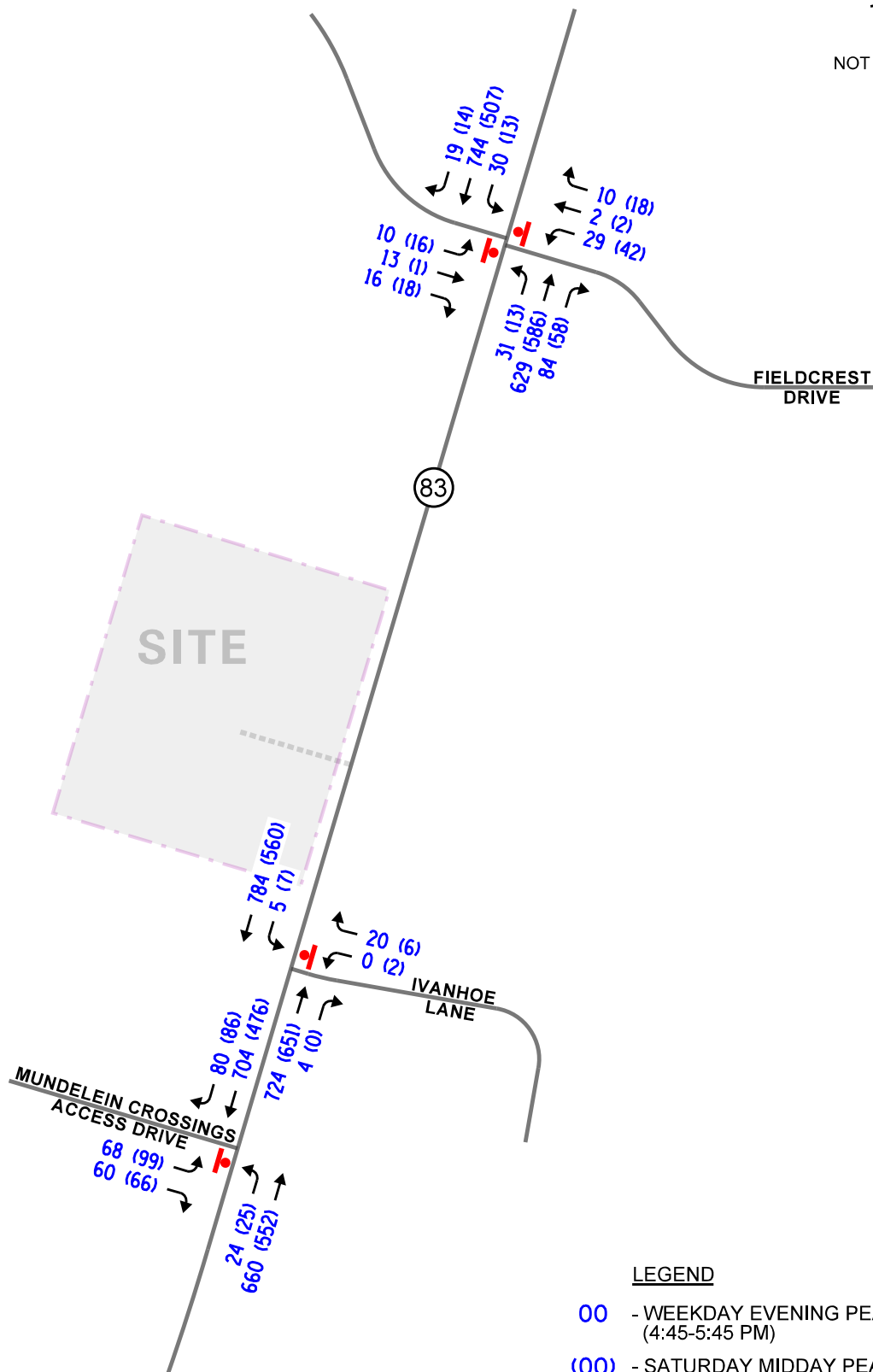
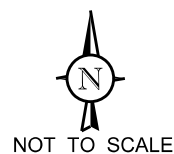
Total Projected Traffic Volumes

The facility-generated traffic (Figures 6 and 7) was added to the existing traffic volumes increased by a regional growth factor (Figure 8) to determine the Year 2030 total projected traffic volumes as illustrated in **Figure 8**.



Baseball Training
Facility
Mundelein, Illinois

Site-Generated Traffic Volumes



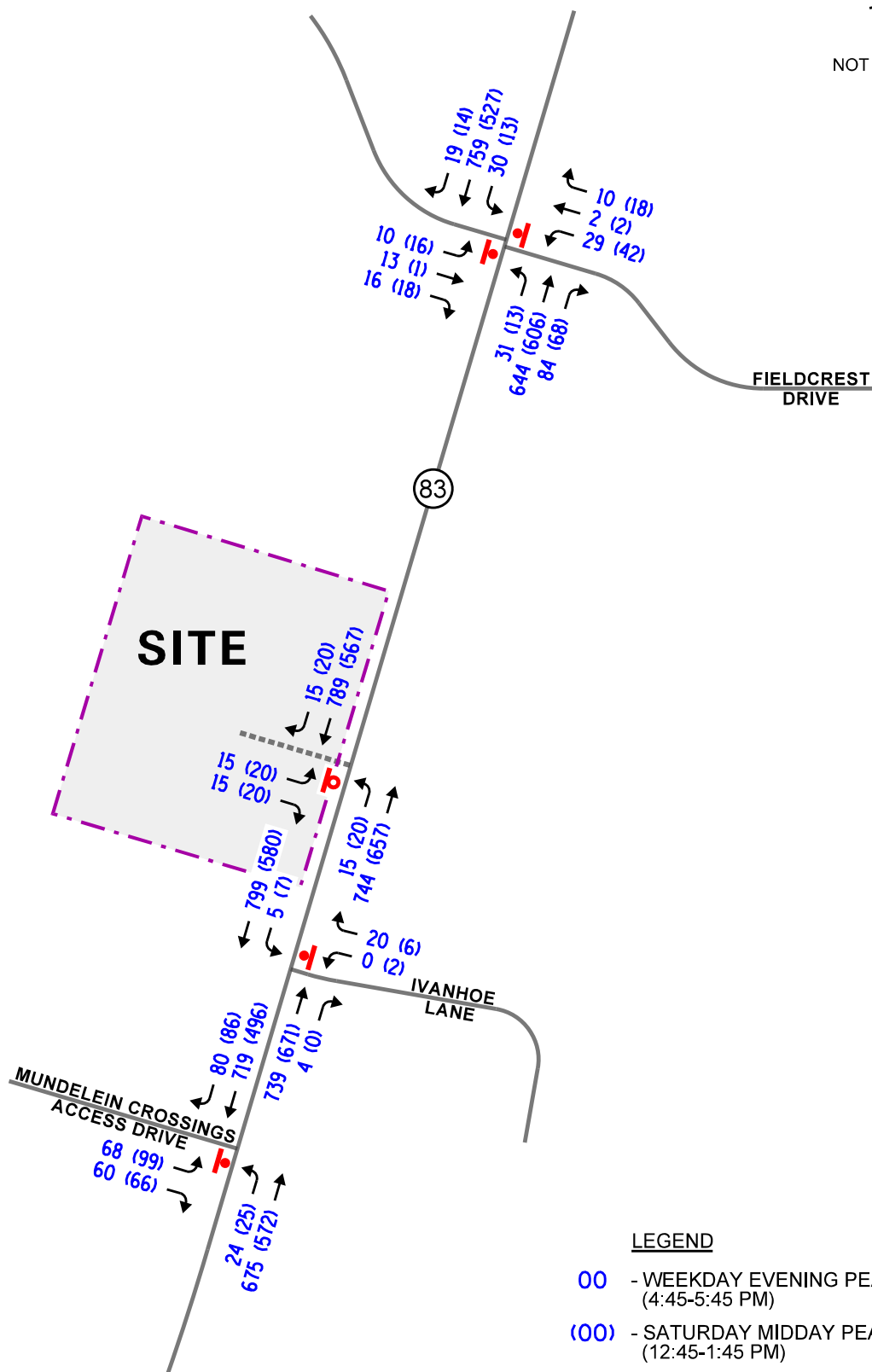
Baseball Training
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Mundelein, Illinois

Year 2030 No-Build Traffic Volumes



Job No: 24-246

Figure: 7



Baseball Training
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Mundelein, Illinois

Year 2030 Total Traffic Volumes

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday evening and Saturday midday peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday evening and Saturday midday peak hours for the existing, Year 2030 no-build, and Year 2030 projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using the Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersection to determine the average overall vehicle delay and levels of service were accomplished using utilizing actual cycle lengths and phasings.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service, overall intersection delay (measured in seconds), and 95th percentile queue length (measured in feet) for the existing, no-build, and total projected conditions are presented in **Tables 3** through **5**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3

UNSIGNALIZED – EXISTING CONDITIONS

Intersection	Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay
IL Route 83 with Fieldcrest Drive¹				
• Eastbound Approach	C	20.5	C	15.5
• Westbound Approach	C	23.1	C	18.5
• Northbound Left Turn	A	9.2	A	8.5
• Southbound Left Turn	A	9.1	A	9.0
IL Route 83 with Ivanhoe Lane¹				
• Westbound Approach	B	13.6	B	13.5
• Southbound Left Turn	A	9.0	A	8.8
IL Route 83 with Mundelein Crossings Access Drive¹				
• Eastbound Left Turn	C	21.7	C	20.3
• Eastbound Right Turn	B	14.9	B	12.8
• Northbound Left Turn	A	9.3	A	8.7
LOS = Level of Service Delay is measured in seconds.				
1 – Two-way stop control				

Table 4

UNSIGNALIZED – YEAR 2030 NO-BUILD CONDITIONS

Intersection	Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay
IL Route 83 with Fieldcrest Drive¹				
• Eastbound Approach	C	22.0	C	16.2
• Westbound Approach	D	25.1	C	19.6
• Northbound Left Turn	A	9.4	A	8.6
• Southbound Left Turn	A	9.3	A	9.2
IL Route 83 with Ivanhoe Lane¹				
• Westbound Approach	B	14.2	B	14.0
• Southbound Left Turn	A	9.2	A	9.0
IL Route 83 with Mundelein Crossings Access Drive¹				
• Eastbound Left Turn	C	23.5	C	21.8
• Eastbound Right Turn	C	15.8	B	13.2
• Northbound Left Turn	A	9.6	A	8.9
LOS = Level of Service Delay is measured in seconds.				
1 – Two-way stop control				

Table 5

UNSIGNALIZED – YEAR 2030 TOTAL CONDITIONS

Intersection	Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay
IL Route 83 with Fieldcrest Drive¹				
• Eastbound Approach	C	22.5	C	16.7
• Westbound Approach	D	25.8	C	20.3
• Northbound Left Turn	A	9.5	A	8.6
• Southbound Left Turn	A	9.4	A	9.3
IL Route 83 with Ivanhoe Lane¹				
• Westbound Approach	B	14.4	B	14.2
• Southbound Left Turn	A	9.3	A	9.0
IL Route 83 with Mundelein Crossings Access Drive¹				
• Eastbound Left Turn	C	24.2	C	22.7
• Eastbound Right Turn	C	16.0	B	13.5
• Northbound Left Turn	A	9.6	A	8.9
IL Route 83 with Proposed Site Access Drive¹				
• Eastbound Left Turn	C	20.8	C	17.7
• Eastbound Right Turn	C	15.2	B	12.5
• Northbound Left Turn	A	9.6	A	8.8
LOS = Level of Service Delay is measured in seconds.				
1 – Two-way stop control				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the site-generated traffic.

IL Route 83 with Fieldcrest Drive

The results of the capacity analysis indicate that the eastbound and westbound approaches currently operate at a Level of Service (LOS) C during the weekday evening and Saturday midday peak hours. The northbound and southbound left-turn movements currently operate at LOS A during the peak hours. Under Year 2030 no-build and total projected conditions, the eastbound and westbound approaches are projected to continue operating at LOS C during the peak hours, except the westbound approach. During the weekday evening peak hour, the westbound approach is projected to operate on the threshold of a LOS C/D. The northbound and southbound left-turn movements are projected to continue to operate at LOS A during the peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the facility and no roadway improvements or traffic control modifications are required.

IL Route 83 with Ivanhoe Lane

The results of the capacity analysis indicate that the westbound approach from Ivanhoe Lane currently operates at LOS B during the weekday evening and Saturday midday peak hours. The southbound left-turn movement currently operates at LOS A during the peak hours. Under Year 2030 no-build and total projected conditions, the critical approaches and movements are projected to continue operating at the current levels of service during the peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the facility and no roadway improvements or traffic control modifications are required.

IL Route 83 with Mundelein Crossings Access Drive

The results of the capacity analysis indicate that the eastbound left-turn and right-turn movements from the shopping center currently operate at LOS C or better during the weekday evening and Saturday midday peak hours. The northbound left-turn movement into the shopping center currently operates at LOS A during the peak hours. Under Year 2030 no-build and total projected conditions, the critical movements are projected to continue operating at the current levels of service during the peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the facility and no roadway improvements or traffic control modifications are required.

IL Route 83 with Proposed Site Access Drive

Access to the facility will be provided via an access drive located on the west side IL Route 83 approximately 400 feet north of Ivanhoe Lane. This access drive will provide one inbound lane and two outbound lanes striped to provide a left-turn lane and a right-turn lane. Outbound movements will be under stop sign control. As part of the development, the existing two-way left-turn lane on IL Route 83 will be restriped to provide a 150-foot exclusive northbound left-turn lane with a 200-foot taper serving the site.

The results of the capacity analysis indicate that under Year 2030 total projected conditions, the eastbound left-turn movement from the facility is projected to operate at LOS C during the weekday evening and Saturday midday peak hours. The eastbound right-turn movement is projected to operate at LOS C during the weekday evening peak hour and at LOS B during the Saturday midday peak hour. 95th percentile queues for the eastbound lanes are projected to be one to two vehicles during the peak hours. The northbound left-turn movement is projected to operate at LOS A during the peak hours. The projected traffic volumes at this intersection were compared to the right-turn lane warrant found in Chapter 36 of the IDOT *Bureau of Design and Environment Manual*. The comparison showed that a southbound right-turn lane is not warranted at this access drive. As such, this intersection is projected to provide flexible and efficient access to the site and no additional traffic control or roadway improvements are required.

7. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The site is proposed to be developed into a baseball training facility served by a surface parking lot.
- Access to the facility will be provided via an access drive located on the west side IL Route 83 approximately 400 feet north of Ivanhoe Lane. This access drive will provide one inbound lane and two outbound lanes striped to provide a left-turn lane and a right-turn lane. Outbound movements will be under stop sign control. As part of the development, the existing two-way left-turn lane on IL Route 83 will be restriped to provide a 150-foot exclusive northbound left-turn lane with a 200-foot taper serving the site.
- The proposed access drive will be adequate in accommodating site traffic and provide flexible and efficient access.
- The roadway system has adequate reserve capacity to accommodate the projected traffic volumes and no additional roadway improvements or traffic control modifications are required.

Appendix

Traffic Count Summary Sheets
Site Plan and Floor Plan
CMAP 2050 Projections Letter
Level of Service Criteria
Capacity Analysis Summary Sheets

Traffic Count Summary Sheets



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: IL 83 with Fieldcrest Drive TMC
Site Code:
Start Date: 10/05/2024
Page No: 1

Turning Movement Data

Start Time	Fieldcrest Drive Eastbound						Fieldcrest Drive Westbound						IL 83 Northbound						IL 83 Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
12:00 PM	0	3	1	1	0	5	0	8	0	4	0	12	0	3	120	17	0	140	0	3	108	3	0	114	271
12:15 PM	0	3	0	5	1	8	0	10	1	6	0	17	0	2	144	12	0	158	0	3	113	1	1	117	300
12:30 PM	0	4	1	5	0	10	0	18	1	5	0	24	0	2	105	13	0	120	0	3	121	5	0	129	283
12:45 PM	0	7	0	6	0	13	0	17	0	1	0	18	0	1	152	12	0	165	0	1	131	1	0	133	329
Hourly Total	0	17	2	17	1	36	0	53	2	16	0	71	0	8	521	54	0	583	0	10	473	10	1	493	1183
1:00 PM	0	3	0	1	0	4	0	8	0	13	0	21	0	2	130	19	0	151	0	5	111	5	1	121	297
1:15 PM	0	5	1	6	0	12	0	7	2	1	0	10	0	7	134	13	0	154	0	5	115	2	0	122	298
1:30 PM	0	1	0	5	0	6	0	10	0	3	0	13	0	3	132	14	0	149	0	2	117	6	0	125	293
1:45 PM	0	3	2	6	0	11	0	5	1	3	0	9	0	3	127	7	0	137	0	1	124	3	1	128	285
Hourly Total	0	12	3	18	0	33	0	30	3	20	0	53	0	15	523	53	0	591	0	13	467	16	2	496	1173
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	5	2	5	1	12	0	11	0	3	0	14	0	2	131	10	0	143	0	5	186	4	1	195	364
4:15 PM	0	3	1	4	0	8	0	13	2	7	0	22	0	0	133	22	0	155	0	2	151	5	0	158	343
4:30 PM	0	5	4	1	0	10	0	19	0	8	0	27	0	5	136	8	0	149	0	1	148	2	0	151	337
4:45 PM	0	3	6	2	0	11	0	7	0	4	0	11	0	7	123	19	0	149	0	6	164	5	0	175	346
Hourly Total	0	16	13	12	1	41	0	50	2	22	0	74	0	14	523	59	0	596	0	14	649	16	1	679	1390
5:00 PM	0	3	5	6	0	14	0	8	1	1	0	10	0	9	127	20	0	156	0	4	182	6	0	192	372
5:15 PM	0	2	1	2	0	5	0	8	0	4	0	12	1	7	118	18	0	144	0	9	183	5	1	197	358
5:30 PM	0	2	1	6	0	9	0	6	1	1	0	8	0	7	156	27	0	190	0	11	142	3	0	156	363
5:45 PM	0	4	0	5	1	9	0	12	1	4	0	17	0	7	131	19	0	157	0	5	111	4	0	120	303
Hourly Total	0	11	7	19	1	37	0	34	3	10	0	47	1	30	532	84	0	647	0	29	618	18	1	665	1396
Grand Total	0	56	25	66	3	147	0	167	10	68	0	245	1	67	2099	250	0	2417	0	66	2207	60	5	2333	5142
Approach %	0.0	38.1	17.0	44.9	-	-	0.0	68.2	4.1	27.8	-	-	0.0	2.8	86.8	10.3	-	-	0.0	2.8	94.6	2.6	-	-	-
Total %	0.0	1.1	0.5	1.3	-	2.9	0.0	3.2	0.2	1.3	-	4.8	0.0	1.3	40.8	4.9	-	47.0	0.0	1.3	42.9	1.2	-	45.4	-
Lights	0	54	24	66	-	144	0	165	9	66	-	240	1	67	2031	249	-	2348	0	64	2175	59	-	2298	5030
% Lights	-	96.4	96.0	100.0	-	98.0	-	98.8	90.0	97.1	-	98.0	100.0	100.0	96.8	99.6	-	97.1	-	97.0	98.6	98.3	-	98.5	97.8
Buses	0	1	1	0	-	2	0	1	0	0	-	1	0	0	3	0	-	3	0	0	2	0	-	2	8
% Buses	-	1.8	4.0	0.0	-	1.4	-	0.6	0.0	0.0	-	0.4	0.0	0.0	0.1	0.0	-	0.1	-	0.0	0.1	0.0	-	0.1	0.2
Single-Unit Trucks	0	1	0	0	-	1	0	0	0	1	-	1	0	0	38	0	-	38	0	1	16	1	-	18	58
% Single-Unit Trucks	-	1.8	0.0	0.0	-	0.7	-	0.0	0.0	1.5	-	0.4	0.0	0.0	1.8	0.0	-	1.6	-	1.5	0.7	1.7	-	0.8	1.1
Articulated Trucks	0	0	0	0	-	0	0	1	0	1	-	2	0	0	27	1	-	28	0	1	14	0	-	15	45
% Articulated Trucks	-	0.0	0.0	0.0	-	0.0	-	0.6	0.0	1.5	-	0.8	0.0	0.0	1.3	0.4	-	1.2	-	1.5	0.6	0.0	-	0.6	0.9
Bicycles on Road	0	0	0	0	-	0	0	0	0	1	0	0	0	0	0	0	-	0	0	0	0	0	-	0	1



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: IL 83 with Fieldcrest Drive TMC
Site Code:
Start Date: 10/05/2024
Page No: 3

Turning Movement Peak Hour Data (12:45 PM)

Start Time	Fieldcrest Drive Eastbound							Fieldcrest Drive Westbound							IL 83 Northbound							IL 83 Southbound						
	Eastbound				Westbound			Northbound				Southbound			Northbound				Southbound			Northbound				Southbound		
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total			
12:45 PM	0	7	0	6	0	13	0	17	0	1	0	18	0	1	152	12	0	165	0	1	131	1	0	133	329			
1:00 PM	0	3	0	1	0	4	0	8	0	13	0	21	0	2	130	19	0	151	0	5	111	5	1	121	297			
1:15 PM	0	5	1	6	0	12	0	7	2	1	0	10	0	7	134	13	0	154	0	5	115	2	0	122	298			
1:30 PM	0	1	0	5	0	6	0	10	0	3	0	13	0	3	132	14	0	149	0	2	117	6	0	125	293			
Total	0	16	1	18	0	35	0	42	2	18	0	62	0	13	548	58	0	619	0	13	474	14	1	501	1217			
Approach %	0.0	45.7	2.9	51.4	-	-	0.0	67.7	3.2	29.0	-	-	0.0	2.1	88.5	9.4	-	-	0.0	2.6	94.6	2.8	-	-	-			
Total %	0.0	1.3	0.1	1.5	-	2.9	0.0	3.5	0.2	1.5	-	5.1	0.0	1.1	45.0	4.8	-	50.9	0.0	1.1	38.9	1.2	-	41.2	-			
PHF	0.000	0.571	0.250	0.750	-	0.673	0.000	0.618	0.250	0.346	-	0.738	0.000	0.464	0.901	0.763	-	0.938	0.000	0.650	0.905	0.583	-	0.942	0.925			
Lights	0	16	1	18	-	35	0	42	2	18	-	62	0	13	540	58	-	611	0	12	469	13	-	494	1202			
% Lights	-	100.0	100.0	100.0	-	100.0	-	100.0	100.0	100.0	-	100.0	-	100.0	98.5	100.0	-	98.7	-	92.3	98.9	92.9	-	98.6	98.8			
Buses	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	1	1			
% Buses	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.2	0.0	-	0.2	0.1			
Single-Unit Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	7	0	-	7	0	0	3	1	-	4	11			
% Single-Unit Trucks	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	1.3	0.0	-	1.1	-	0.0	0.6	7.1	-	0.8	0.9			
Articulated Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	1	0	1	1	0	-	2	3			
% Articulated Trucks	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.2	0.0	-	0.2	-	7.7	0.2	0.0	-	0.4	0.2			
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0			
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0			
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-			
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-			



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: IL 83 with Fieldcrest Drive TMC
Site Code:
Start Date: 10/05/2024
Page No: 4

Turning Movement Peak Hour Data (4:45 PM)

Start Time	Fieldcrest Drive							IL 83						
	Eastbound							Southbound						
	U-Turn	Left	Thru	Right	Peds	App. Total		U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
4:45 PM	0	3	6	2	0	11		0	6	164	5	0	175	346
5:00 PM	0	3	5	6	0	14		0	4	182	6	0	192	372
5:15 PM	0	2	1	2	0	5		0	9	183	5	1	197	358
5:30 PM	0	2	1	6	0	9		0	11	142	3	0	156	363
Total	0	10	13	16	0	39		0	30	671	19	1	720	1439
Approach %	0.0	25.6	33.3	41.0	-	-		0.0	4.2	93.2	2.6	-	-	-
Total %	0.0	0.7	0.9	1.1	-	2.7		0.0	2.1	46.6	1.3	-	50.0	-
PHF	0.000	0.833	0.542	0.667	-	0.696		0.000	0.682	0.917	0.792	-	0.914	0.967
Lights	0	9	13	16	-	38		0	29	660	19	-	708	1398
% Lights	-	90.0	100.0	100.0	-	97.4		-	96.7	98.4	100.0	-	98.3	97.2
Buses	0	0	0	0	-	0		0	0	0	0	-	0	1
% Buses	-	0.0	0.0	0.0	-	0.0		-	0.0	0.0	0.0	-	0.0	0.1
Single-Unit Trucks	0	1	0	0	-	1		0	1	4	0	-	5	19
% Single-Unit Trucks	-	10.0	0.0	0.0	-	2.6		-	3.3	0.6	0.0	-	0.7	1.3
Articulated Trucks	0	0	0	0	-	0		0	0	7	0	-	7	21
% Articulated Trucks	-	0.0	0.0	0.0	-	0.0		-	0.0	1.0	0.0	-	1.0	1.5
Bicycles on Road	0	0	0	0	-	0		0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0		-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	0	-		-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-		-	-	-	-	100.0	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400
Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: IL 83 with Ivanhoe Lane TMC
Site Code:
Start Date: 10/05/2024
Page No: 1

Turning Movement Data

Start Time	Ivanhoe Lane Westbound					IL 83 Northbound					IL 83 Southbound				
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total
12:00 PM	0	0	3	0	3	0	141	0	0	141	0	1	130	0	131
12:15 PM	0	0	0	0	0	0	154	0	0	154	0	0	131	0	131
12:30 PM	0	0	2	0	2	0	122	0	0	122	0	4	140	0	144
12:45 PM	0	0	1	0	1	0	152	0	0	152	0	3	145	0	148
Hourly Total	0	0	6	0	6	0	569	0	0	569	0	8	546	0	554
1:00 PM	0	0	2	0	2	0	160	0	0	160	0	2	127	0	129
1:15 PM	0	1	0	0	1	0	159	0	0	159	0	1	119	0	120
1:30 PM	0	1	3	0	4	0	137	0	1	137	0	1	135	0	136
1:45 PM	0	1	3	0	4	0	149	0	0	149	0	4	134	0	138
Hourly Total	0	3	8	0	11	0	605	0	1	605	0	8	515	0	523
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	0	2	0	2	0	131	0	0	131	0	3	177	0	180
4:15 PM	0	0	5	0	5	0	167	0	0	167	0	2	188	0	190
4:30 PM	0	0	0	0	0	0	154	0	0	154	0	3	170	0	173
4:45 PM	0	0	4	0	4	0	158	0	0	158	0	0	170	0	170
Hourly Total	0	0	11	0	11	0	610	0	0	610	0	8	705	0	713
5:00 PM	0	0	9	0	9	0	168	2	0	170	0	1	196	0	197
5:15 PM	0	0	3	0	3	0	165	2	0	167	0	1	193	0	194
5:30 PM	0	0	4	0	4	0	186	0	0	186	0	3	174	0	177
5:45 PM	0	0	4	0	4	0	163	1	0	164	0	2	134	0	136
Hourly Total	0	0	20	0	20	0	682	5	0	687	0	7	697	0	704
Grand Total	0	3	45	0	48	0	2466	5	1	2471	0	31	2463	0	2494
Approach %	0.0	6.3	93.8	-	-	0.0	99.8	0.2	-	-	0.0	1.2	98.8	-	-
Total %	0.0	0.1	0.9	-	1.0	0.0	49.2	0.1	-	49.3	0.0	0.6	49.1	-	49.8
Lights	0	3	45	-	48	0	2391	3	-	2394	0	31	2418	-	2449
% Lights	-	100.0	100.0	-	100.0	-	97.0	60.0	-	96.9	-	100.0	98.2	-	98.2
Buses	0	0	0	-	0	0	3	0	-	3	0	0	4	-	4
% Buses	-	0.0	0.0	-	0.0	-	0.1	0.0	-	0.1	-	0.0	0.2	-	0.2
Single-Unit Trucks	0	0	0	-	0	0	41	1	-	42	0	0	18	-	18
% Single-Unit Trucks	-	0.0	0.0	-	0.0	-	1.7	20.0	-	1.7	-	0.0	0.7	-	0.7
Articulated Trucks	0	0	0	-	0	0	31	1	-	32	0	0	23	-	23
% Articulated Trucks	-	0.0	0.0	-	0.0	-	1.3	20.0	-	1.3	-	0.0	0.9	-	0.9
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	1	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: IL 83 with Ivanhoe Lane TMC
Site Code:
Start Date: 10/05/2024
Page No: 2

Turning Movement Peak Hour Data (12:45 PM)

Start Time	Ivanhoe Lane Westbound					IL 83 Northbound					IL 83 Southbound				
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	Int. Total
12:45 PM	0	0	1	0	1	0	152	0	0	152	0	3	145	0	301
1:00 PM	0	0	2	0	2	0	160	0	0	160	0	2	127	0	291
1:15 PM	0	1	0	0	1	0	159	0	0	159	0	1	119	0	280
1:30 PM	0	1	3	0	4	0	137	0	1	137	0	1	135	0	277
Total	0	2	6	0	8	0	608	0	1	608	0	7	526	0	1149
Approach %	0.0	25.0	75.0	-	-	0.0	100.0	0.0	-	-	0.0	1.3	98.7	-	-
Total %	0.0	0.2	0.5	-	0.7	0.0	52.9	0.0	-	52.9	0.0	0.6	45.8	-	46.4
PHF	0.000	0.500	0.500	-	0.500	0.000	0.950	0.000	-	0.950	0.000	0.583	0.907	-	0.900
Lights	0	2	6	-	8	0	601	0	-	601	0	7	520	-	527
% Lights	-	100.0	100.0	-	100.0	-	98.8	-	-	98.8	-	100.0	98.9	-	98.9
Buses	0	0	0	-	0	0	0	0	-	0	0	0	1	-	1
% Buses	-	0.0	0.0	-	0.0	-	0.0	-	-	0.0	-	0.0	0.2	-	0.2
Single-Unit Trucks	0	0	0	-	0	0	6	0	-	6	0	0	4	-	4
% Single-Unit Trucks	-	0.0	0.0	-	0.0	-	1.0	-	-	1.0	-	0.0	0.8	-	0.8
Articulated Trucks	0	0	0	-	0	0	1	0	-	1	0	0	1	-	2
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.2	-	-	0.2	-	0.0	0.2	-	0.2
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	1	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: IL 83 with Ivanhoe Lane TMC
Site Code:
Start Date: 10/05/2024
Page No: 3

Turning Movement Peak Hour Data (4:45 PM)

Start Time	Ivanhoe Lane Westbound					IL 83 Northbound					IL 83 Southbound				
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	Int. Total
4:45 PM	0	0	4	0	4	0	158	0	0	158	0	0	170	0	332
5:00 PM	0	0	9	0	9	0	168	2	0	170	0	1	196	0	376
5:15 PM	0	0	3	0	3	0	165	2	0	167	0	1	193	0	364
5:30 PM	0	0	4	0	4	0	186	0	0	186	0	3	174	0	367
Total	0	0	20	0	20	0	677	4	0	681	0	5	733	0	1439
Approach %	0.0	0.0	100.0	-	-	0.0	99.4	0.6	-	-	0.0	0.7	99.3	-	-
Total %	0.0	0.0	1.4	-	1.4	0.0	47.0	0.3	-	47.3	0.0	0.3	50.9	-	51.3
PHF	0.000	0.000	0.556	-	0.556	0.000	0.910	0.500	-	0.915	0.000	0.417	0.935	-	0.937
Lights	0	0	20	-	20	0	648	2	-	650	0	5	720	-	725
% Lights	-	-	100.0	-	100.0	-	95.7	50.0	-	95.4	-	100.0	98.2	-	98.2
Buses	0	0	0	-	0	0	1	0	-	1	0	0	1	-	1
% Buses	-	-	0.0	-	0.0	-	0.1	0.0	-	0.1	-	0.0	0.1	-	0.1
Single-Unit Trucks	0	0	0	-	0	0	12	1	-	13	0	0	4	-	4
% Single-Unit Trucks	-	-	0.0	-	0.0	-	1.8	25.0	-	1.9	-	0.0	0.5	-	0.5
Articulated Trucks	0	0	0	-	0	0	16	1	-	17	0	0	8	-	8
% Articulated Trucks	-	-	0.0	-	0.0	-	2.4	25.0	-	2.5	-	0.0	1.1	-	1.1
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	-	-	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400
Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: IL 83 with Access Drive TMC
Site Code:
Start Date: 10/05/2024
Page No: 1

Turning Movement Data

Start Time	Eastbound Approach					Northbound					Southbound				
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	Int. Total
12:00 PM	0	23	11	0	34	0	7	118	0	125	0	107	16	0	282
12:15 PM	0	25	13	0	38	0	10	138	0	148	0	100	28	0	314
12:30 PM	0	13	14	0	27	0	6	100	0	106	0	116	22	0	271
12:45 PM	0	23	20	0	43	0	6	141	0	147	0	129	26	0	345
Hourly Total	0	84	58	0	142	0	29	497	0	526	0	452	92	0	1212
1:00 PM	0	24	11	0	35	0	8	129	0	137	0	95	23	0	290
1:15 PM	0	24	16	0	40	0	7	135	0	142	0	101	19	0	302
1:30 PM	0	28	19	0	47	0	4	113	0	117	0	113	18	0	295
1:45 PM	0	24	12	0	36	0	7	109	0	116	0	115	26	0	293
Hourly Total	0	100	58	0	158	0	26	486	0	512	0	424	86	0	1180
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	14	6	0	20	0	4	121	0	125	0	164	24	0	333
4:15 PM	0	17	10	0	27	0	10	148	0	158	0	171	13	0	369
4:30 PM	0	17	5	0	22	0	2	136	0	138	0	141	22	0	323
4:45 PM	0	14	12	0	26	0	4	145	0	149	0	156	21	0	352
Hourly Total	0	62	33	0	95	0	20	550	0	570	0	632	80	0	1377
5:00 PM	0	13	18	0	31	0	9	156	0	165	0	176	21	0	393
5:15 PM	0	22	18	0	40	0	7	146	0	153	0	167	24	0	384
5:30 PM	0	19	12	0	31	0	4	166	0	170	0	156	14	0	371
5:45 PM	0	16	15	0	31	0	4	149	0	153	0	117	16	0	317
Hourly Total	0	70	63	0	133	0	24	617	0	641	0	616	75	0	1465
Grand Total	0	316	212	0	528	0	99	2150	0	2249	0	2124	333	0	5234
Approach %	0.0	59.8	40.2	-	-	0.0	4.4	95.6	-	-	0.0	86.4	13.6	-	-
Total %	0.0	6.0	4.1	-	10.1	0.0	1.9	41.1	-	43.0	0.0	40.6	6.4	-	46.9
Lights	0	314	210	-	524	0	98	2069	-	2167	0	2082	332	-	2414
% Lights	-	99.4	99.1	-	99.2	-	99.0	96.2	-	96.4	-	98.0	99.7	-	98.2
Buses	0	1	0	-	1	0	0	2	-	2	0	4	0	-	4
% Buses	-	0.3	0.0	-	0.2	-	0.0	0.1	-	0.1	-	0.2	0.0	-	0.1
Single-Unit Trucks	0	1	2	-	3	0	1	50	-	51	0	19	0	-	19
% Single-Unit Trucks	-	0.3	0.9	-	0.6	-	1.0	2.3	-	2.3	-	0.9	0.0	-	0.8
Articulated Trucks	0	0	0	-	0	0	0	29	-	29	0	19	1	-	20
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	1.3	-	1.3	-	0.9	0.3	-	0.8
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
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Count Name: IL 83 with Access Drive TMC
Site Code:
Start Date: 10/05/2024
Page No: 2

Turning Movement Peak Hour Data (12:45 PM)

Start Time	Eastbound Approach					IL 83 Northbound					IL 83 Southbound				
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	Int. Total
12:45 PM	0	23	20	0	43	0	6	141	0	147	0	129	26	0	345
1:00 PM	0	24	11	0	35	0	8	129	0	137	0	95	23	0	290
1:15 PM	0	24	16	0	40	0	7	135	0	142	0	101	19	0	302
1:30 PM	0	28	19	0	47	0	4	113	0	117	0	113	18	0	295
Total	0	99	66	0	165	0	25	518	0	543	0	438	86	0	1232
Approach %	0.0	60.0	40.0	-	-	0.0	4.6	95.4	-	-	0.0	83.6	16.4	-	-
Total %	0.0	8.0	5.4	-	13.4	0.0	2.0	42.0	-	44.1	0.0	35.6	7.0	-	42.5
PHF	0.000	0.884	0.825	-	0.878	0.000	0.781	0.918	-	0.923	0.000	0.849	0.827	-	0.845
Lights	0	99	65	-	164	0	25	510	-	535	0	433	86	-	519
% Lights	-	100.0	98.5	-	99.4	-	100.0	98.5	-	98.5	-	98.9	100.0	-	99.0
Buses	0	0	0	-	0	0	0	0	-	0	0	1	0	-	1
% Buses	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.2	0.0	-	0.2
Single-Unit Trucks	0	0	1	-	1	0	0	7	-	7	0	3	0	-	3
% Single-Unit Trucks	-	0.0	1.5	-	0.6	-	0.0	1.4	-	1.3	-	0.7	0.0	-	0.6
Articulated Trucks	0	0	0	-	0	0	0	1	-	1	0	1	0	-	1
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	0.2	-	0.2	-	0.2	0.0	-	0.2
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

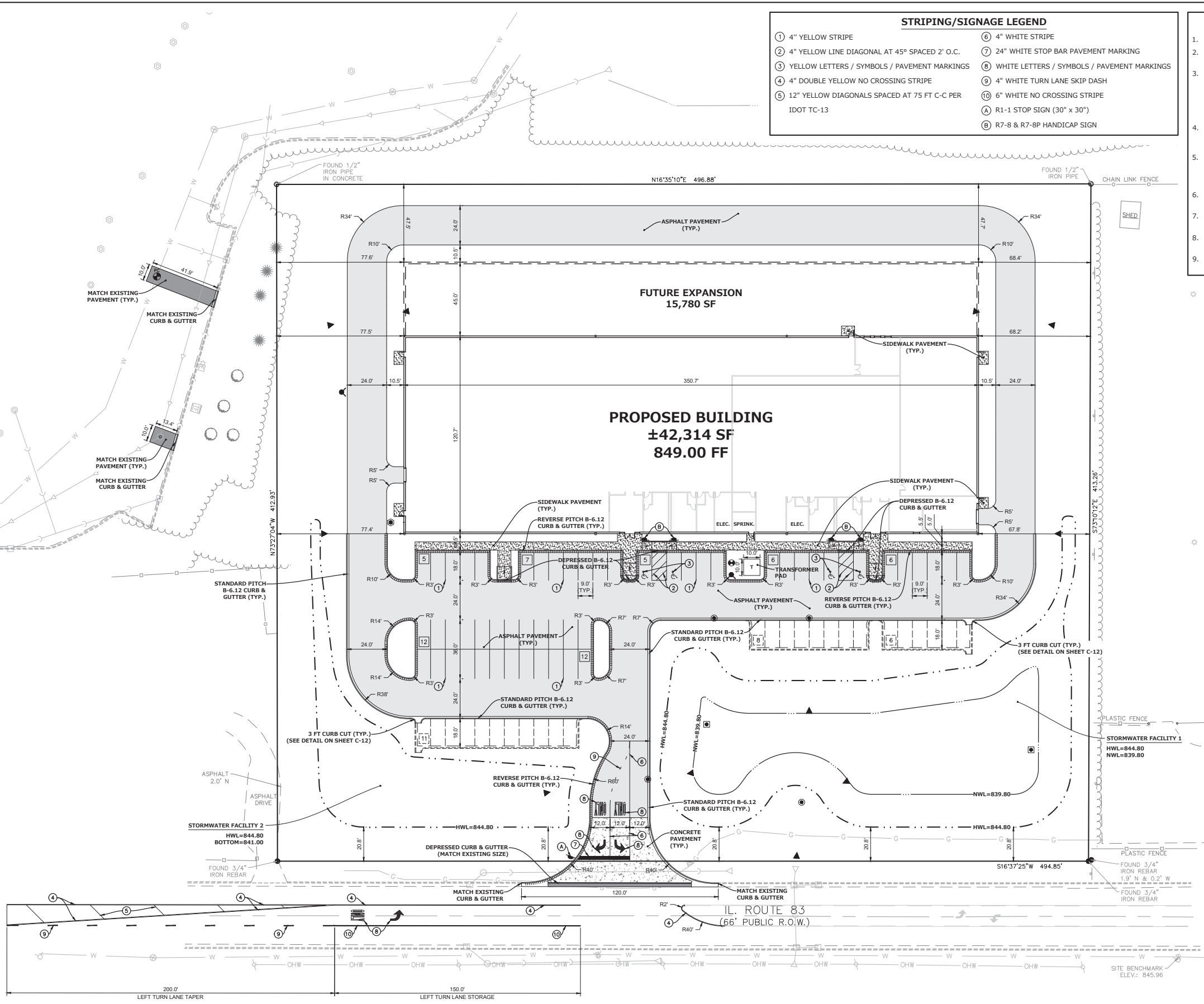
Count Name: IL 83 with Access Drive TMC
Site Code:
Start Date: 10/05/2024
Page No: 3

Turning Movement Peak Hour Data (4:45 PM)

Start Time	Eastbound Approach					IL 83 Northbound					IL 83 Southbound				
	Eastbound					Northbound					Southbound				
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	Int. Total
4:45 PM	0	14	12	0	26	0	4	145	0	149	0	156	21	0	352
5:00 PM	0	13	18	0	31	0	9	156	0	165	0	176	21	0	393
5:15 PM	0	22	18	0	40	0	7	146	0	153	0	167	24	0	384
5:30 PM	0	19	12	0	31	0	4	166	0	170	0	156	14	0	371
Total	0	68	60	0	128	0	24	613	0	637	0	655	80	0	1500
Approach %	0.0	53.1	46.9	-	-	0.0	3.8	96.2	-	-	0.0	89.1	10.9	-	-
Total %	0.0	4.5	4.0	-	8.5	0.0	1.6	40.9	-	42.5	0.0	43.7	5.3	-	49.0
PHF	0.000	0.773	0.833	-	0.800	0.000	0.667	0.923	-	0.937	0.000	0.930	0.833	-	0.933
Lights	0	67	60	-	127	0	24	579	-	603	0	641	80	-	721
% Lights	-	98.5	100.0	-	99.2	-	100.0	94.5	-	94.7	-	97.9	100.0	-	98.1
Buses	0	0	0	-	0	0	0	1	-	1	0	1	0	-	2
% Buses	-	0.0	0.0	-	0.0	-	0.0	0.2	-	0.2	-	0.2	0.0	-	0.1
Single-Unit Trucks	0	1	0	-	1	0	0	15	-	15	0	6	0	-	22
% Single-Unit Trucks	-	1.5	0.0	-	0.8	-	0.0	2.4	-	2.4	-	0.9	0.0	-	0.8
Articulated Trucks	0	0	0	-	0	0	0	18	-	18	0	7	0	-	25
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	2.9	-	2.8	-	1.1	0.0	-	1.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Site Plan and Floor Plan

12/6/2024 3:42 PM - E:\Projects\2024\5897.00-1\1000 - civil\sheet\SET C-4 SITE DIMENSIONAL & PAVING PLAN.dwg
DESIGNED: SCS
REVIEWED: BDJ
DRAFTED: SCS
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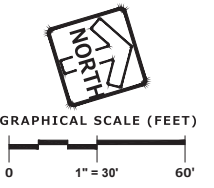


STRIPING/SIGNAGE LEGEND			
① 4" YELLOW STRIPE	⑥ 4" WHITE STRIPE	⑦ 24" WHITE STOP BAR PAVEMENT MARKING	⑧ WHITE LETTERS / SYMBOLS / PAVEMENT MARKINGS
② 4" YELLOW LINE DIAGONAL AT 45° SPACED 2' O.C.	⑨ 4" WHITE TURN LANE SKIP DASH	⑩ 6" WHITE NO CROSSING STRIPE	⑪ R1-1 STOP SIGN (30" x 30")
③ YELLOW LETTERS / SYMBOLS / PAVEMENT MARKINGS	⑫ 12" YELLOW DIAGONALS SPACED AT 75 FT C-C PER IDOT TC-13	⑬ R7-8 & R7-8P HANDICAP SIGN	

- SITE DIMENSIONAL AND PAVING NOTES**
- ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR BUILDING FACE UNLESS OTHERWISE NOTED.
 - BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, THE CIVIL PLANS SHALL TAKE PRECEDENCE.
 - LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL BUILDING PLAN LOCATIONS WITH ARCHITECT/DEVELOPER PRIOR TO CONSTRUCTING THE SIDEWALKS.
 - REBAR / TIEBARS SHALL BE USED IN ALL LOCATIONS WHERE CONCRETE ABUTS OTHER CONCRETE FEATURES (ie. SIDEWALK ADJACENT TO FOUNDATION WALL AND SIDEWALK ADJACENT TO CURB & GUTTER). TIEBAR SIZE AND SPACING SHALL BE PER IDOT SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT ALL HANDICAP ACCESSIBLE ROUTES IN ACCORDANCE WITH LOCAL AND STATE ADA REQUIREMENTS.
 - PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
 - REFER TO CONSTRUCTION DETAILS AND GRADING ENLARGEMENTS FOR SIDEWALK RAMPS AND HANDICAP STRIPING.
 - REFER TO PHOTOMETRICS PLAN (BY OTHERS) FOR LIGHT STANDARDS AND SPECIFICATIONS.

SITE DATA TABLE	
LOT AREA:	4.702 ACRES (204,838.8 SF)
BUILDING	
BUILDING AREA:	±42,314 SF
FUTURE BUILDING AREA:	15,780 SF
PARKING	
PARKING PROVIDED:	53 STALLS INCLUDING 4 ADA
FUTURE PARKING:	25 STALLS
STORMWATER FACILITIES	
STORMWATER FACILITY 1	
TOP OF BERM	= 845.80
EMERGENCY SPILLWAY ELEVATION	= 845.00
HWL	= 844.80
NWL	= 839.80
BOTTOM	= 839.70
PROVIDED DETENTION	= 1.872 AC-FT
STORMWATER FACILITY 2	
TOP OF BERM	= 846.00 (MIN.)
HWL	= 844.80
BOTTOM	= 841.00
PROVIDED DETENTION	= 0.397 AC-FT
STORMWATER DETENTION AND VOLUME CONTROL	
TOTAL REQUIRED DETENTION	= 2.224 AC-FT
TOTAL PROVIDED DETENTION	= 2.268 AC-FT
TOTAL VOLUME CONTROL REQUIRED	= 0.121 AC-FT
TOTAL VOLUME CONTROL PROVIDED	= 0.140 AC-FT
OUTLET CONTROL STRUCTURE (STM-2)	
RIM	= 846.40
INTERNAL WEIR WALL ELEVATION	= 844.80
100-YEAR ORIFICE ELEVATION	= 842.10
ORIFICE SIZE	= 3.20 INCHES
2-YEAR ORIFICE ELEVATION	= 839.00
ORIFICE SIZE	= 2.00 INCHES

LEGEND	
	CONCRETE PAVEMENT
8"	PORTLAND CEMENT CONCRETE
6"	COMP. CA-6 AGGREGATE BASE COURSE, TYPE B
	SIDEWALK
5"	PORTLAND CEMENT CONCRETE
4"	COMP. CA-6 AGGREGATE BASE COURSE, TYPE B
	ASPHALT PAVEMENT
1.5"	BIT. SURFACE COURSE, HMA, MIX D, N50, 9.5mm NOMINAL SIZE
2.5"	BIT. BINDER COURSE, HMA, IL-19, N50, 19.0mm NOMINAL SIZE
0.35	GAL/SY BITUMINOUS PRIME COAT (MC-30)
10"	COMP. CA-6 AGGREGATE SUBBASE, TYPE B
	MATCH EXISTING ASPHALT PAVEMENT SECTION
TBD	
	B-6.12 CURB & GUTTER (UNLESS NOTED OTHERWISE)
	REVERSE PITCH B-6.12 CURB & GUTTER
	DEPRESSED PITCH B-6.12 CURB & GUTTER



PINNACLE ENGINEERING GROUP
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CHICAGO OFFICE:
1051 E. MAIN ST. | SUITE 217
EAST OUNDEE, IL 60118
(847) 551-5300

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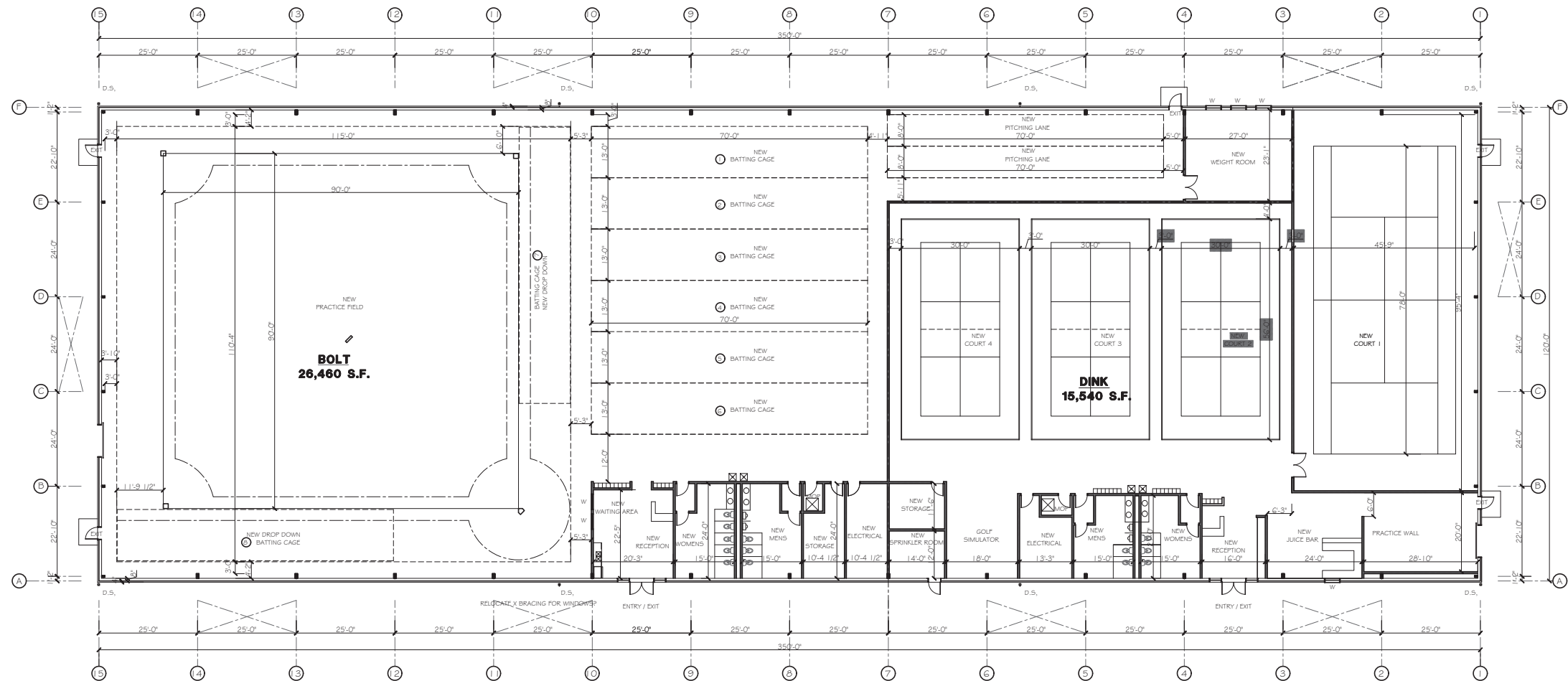
BOLT 2.0
28884 N. ILLINOIS ROUTE 83
MUNDELEIN, IL

REVISIONS	

SITE DIMENSIONAL & PAVING PLAN

PEG JOB No. 5897.00-1L
PEG PM
START DATE 10/03/24
SCALE 1" = 30'
SHEET
C-4
OF
C-12
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A NEW
PICKLE BALL AND
BASEBALL TRAINING FACILITY
MUNDELIEN, ILLINOIS



FLOOR PLAN N
1/16" = 1'-0"
42,000 S.F. GROSS AREA

25'0" MAX TRAVEL DISTANCE WITH SPRINKLER SYSTEM	
ILLINOIS PLUMBING CODE	
OCCUPANT LOAD FOR EXERCISE ROOMS = 1 PER 50 S.F. PER 2018 IBC / IL PLUMB CODE SIMILAR.	
<u>PICKLE BALL FACILITY</u>	<u>BATTING CAGE FACILITY</u>
15,300 S.F.	26,000 S.F.
30G OCCUPANTS	520 OCCUPANTS
153M 153W	260M / 260W
REQUIRED FIXTURES	
MEN	WOMEN
2T	4T
2U	
1 LAV	1 LAV
MEN	WOMEN
3T	5T
3U	
2 LAV	2 LAV

PSENKA ARCHITECTS Inc.
ARCHITECTURE • PLANNING • DESIGN • BUILD



**PICKEL BALL AND
BASEBALL TRAINING FACILITY**
MUNDELEIN, ILLINOIS

SHEET NO.

P.1

[illegible]

CMAP 2050 Projections Letter



September 24, 2024

Ryan May
Project Coordinator
Kenig, Lindgren, O'Hara and Aboona, Inc.
9575 West Higgins Road
Suite 400
Rosemont, IL 60018

Subject: IL 60 and IL 83
IDOT

Dear Ms. May:

In response to a request made on your behalf and dated September 23, 2024, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current ADT (2023)	No-Build Year 2050 ADT	Build Ivanhoe Area Sts 2050 ADT
IL 60 north of IL 83	17,400	23,200	19,500
IL 60 south of IL 83	21,000	23,700	21,900
IL 83 east of IL 60	12,200	16,500	15,900
IL 83 west of IL 60	20,900	28,300	25,800

Traffic projections are developed using existing ADT data provided in the request letter and the results from the June 2024 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806 or email me at jrodriguez@cmap.illinois.gov

Jose Rodriguez, PTP, AICP
Senior Planner, Research & Analysis

cc: Rios (IDOT)
\\2024_TrafficForecasts\Mundelein\la-33-24\la-33-24.docx

Level of Service Criteria

LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤ 10
B	Good progression, with more vehicles stopping than for Level of Service A.	$> 10 - 20$
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	$> 20 - 35$
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	$> 35 - 55$
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	$> 55 - 80$
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	> 80
Unsignalized Intersections		
Level of Service		Average Total Delay (sec/veh)
A		0 - 10
B		$> 10 - 15$
C		$> 15 - 25$
D		$> 25 - 35$
E		$> 35 - 50$
F		> 50
Source: <i>Highway Capacity Manual</i> , 6 th Edition.		

Capacity Analysis Summary Sheets
Existing Weekday Evening Peak Hour

HCM 6th TWSC
1: IL 83 & Fieldcrest Drive

12/06/2024

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↗	↗	↗	↗	↗
Traffic Vol, veh/h	10	13	16	29	2	10	31	582	84	30	693	19
Future Vol, veh/h	10	13	16	29	2	10	31	582	84	30	693	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	235	-	200	185	-	50
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	97	97	97	97	97	97	97	97	97
Heavy Vehicles, %	10	0	0	0	0	10	0	5	0	3	2	0
Mvmt Flow	10	13	16	30	2	10	32	600	87	31	714	20

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1490	1527	714	1465	1460	600	734	0	0	687	0	0
Stage 1	776	776	-	664	664	-	-	-	-	-	-	-
Stage 2	714	751	-	801	796	-	-	-	-	-	-	-
Critical Hdwy	7.2	6.5	6.2	7.1	6.5	6.3	4.1	-	-	4.13	-	-
Critical Hdwy Stg 1	6.2	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.2	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.59	4	3.3	3.5	4	3.39	2.2	-	-	2.227	-	-
Pot Cap-1 Maneuver	98	119	435	107	130	486	880	-	-	902	-	-
Stage 1	378	410	-	453	461	-	-	-	-	-	-	-
Stage 2	410	421	-	381	402	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	90	111	435	93	121	486	880	-	-	902	-	-
Mov Cap-2 Maneuver	205	226	-	206	235	-	-	-	-	-	-	-
Stage 1	364	396	-	437	444	-	-	-	-	-	-	-
Stage 2	385	406	-	342	388	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	20.5		23.1		0.4		0.4	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	880	-	-	273 241	902	-	-
HCM Lane V/C Ratio	0.036	-	-	0.147 0.175	0.034	-	-
HCM Control Delay (s)	9.2	-	-	20.5 23.1	9.1	-	-
HCM Lane LOS	A	-	-	C C	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.5 0.6	0.1	-	-

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	20	677	4	5	733
Future Vol, veh/h	0	20	677	4	5	733
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	0	4	50	0	2
Mvmt Flow	0	21	705	4	5	764
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1481	707	0	0	709	0
Stage 1	707	-	-	-	-	-
Stage 2	774	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	139	439	-	-	899	-
Stage 1	493	-	-	-	-	-
Stage 2	458	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	138	439	-	-	899	-
Mov Cap-2 Maneuver	278	-	-	-	-	-
Stage 1	493	-	-	-	-	-
Stage 2	453	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	13.6	0		0.1		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	- 439		899	-	
HCM Lane V/C Ratio	-	- 0.047		0.006	-	
HCM Control Delay (s)	-	- 13.6		9	0	
HCM Lane LOS	-	- B		A	A	
HCM 95th %tile Q(veh)	-	- 0.1		0	-	

HCM 6th TWSC 3: IL 83 & Mundelein Crossing Access Drive

12/06/2024

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	68	60	24	613	653	80
Future Vol, veh/h	68	60	24	613	653	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	105	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	1	0	0	6	2	0
Mvmt Flow	72	63	25	645	687	84
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1424	729	771	0	-	0
Stage 1	729	-	-	-	-	-
Stage 2	695	-	-	-	-	-
Critical Hdwy	6.41	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.41	-	-	-	-	-
Critical Hdwy Stg 2	5.41	-	-	-	-	-
Follow-up Hdwy	3.509	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	150	426	853	-	-	-
Stage 1	479	-	-	-	-	-
Stage 2	497	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	146	426	853	-	-	-
Mov Cap-2 Maneuver	286	-	-	-	-	-
Stage 1	465	-	-	-	-	-
Stage 2	497	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	18.5	0.4		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	853	-	286	426	-	-
HCM Lane V/C Ratio	0.03	-	0.25	0.148	-	-
HCM Control Delay (s)	9.3	-	21.7	14.9	-	-
HCM Lane LOS	A	-	C	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1	0.5	-	-

Capacity Analysis Summary Sheets
Existing Saturday Midday Peak Hour

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	1	18	42	2	18	13	548	58	13	474	14
Future Vol, veh/h	16	1	18	42	2	18	13	548	58	13	474	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	235	-	200	185	-	50
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	0	0	0	0	0	0	0	1	0	8	1	7
Mvmt Flow	17	1	19	45	2	19	14	589	62	14	510	15
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	1197	1217	510	1173	1170	589	525	0	0	651	0	0
Stage 1	538	538	-	617	617	-	-	-	-	-	-	-
Stage 2	659	679	-	556	553	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.18	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.272	-	-
Pot Cap-1 Maneuver	164	182	567	171	195	512	1052	-	-	907	-	-
Stage 1	531	526	-	481	484	-	-	-	-	-	-	-
Stage 2	456	454	-	519	518	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	154	177	567	161	190	512	1052	-	-	907	-	-
Mov Cap-2 Maneuver	281	295	-	291	309	-	-	-	-	-	-	-
Stage 1	524	518	-	475	478	-	-	-	-	-	-	-
Stage 2	431	448	-	493	510	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	15.5		18.5			0.2			0.2			
HCM LOS	C		C									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1052	-	-	380	333	907	-	-				
HCM Lane V/C Ratio	0.013	-	-	0.099	0.2	0.015	-	-				
HCM Control Delay (s)	8.5	-	-	15.5	18.5	9	-	-				
HCM Lane LOS	A	-	-	C	C	A	-	-				
HCM 95th %tile Q(veh)	0	-	-	0.3	0.7	0	-	-				

HCM 6th TWSC
2: IL 83 & Ivanhoe Lane

12/06/2024

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	6	613	0	7	527
Future Vol, veh/h	2	6	613	0	7	527
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	1	0	0	1
Mvmt Flow	2	6	645	0	7	555
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1214	645	0	0	645	0
Stage 1	645	-	-	-	-	-
Stage 2	569	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	202	476	-	-	950	-
Stage 1	526	-	-	-	-	-
Stage 2	570	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	200	476	-	-	950	-
Mov Cap-2 Maneuver	340	-	-	-	-	-
Stage 1	526	-	-	-	-	-
Stage 2	564	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	13.5	0		0.1		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	-		433	950	
HCM Lane V/C Ratio	-	-		0.019	0.008	
HCM Control Delay (s)	-	-		13.5	8.8	
HCM Lane LOS	-	-		B	A	
HCM 95th %tile Q(veh)	-	-		0.1	0	

HCM 6th TWSC
3: IL 83 & Mundelein Crossing Access Drive

12/06/2024

Intersection						
Int Delay, s/veh	2.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	99	66	25	514	443	86
Future Vol, veh/h	99	66	25	514	443	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	105	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	2	0	2	1	0
Mvmt Flow	111	74	28	578	498	97
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1181	547	595	0	-	0
Stage 1	547	-	-	-	-	-
Stage 2	634	-	-	-	-	-
Critical Hdwy	6.4	6.22	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.318	2.2	-	-	-
Pot Cap-1 Maneuver	212	537	991	-	-	-
Stage 1	584	-	-	-	-	-
Stage 2	532	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	206	537	991	-	-	-
Mov Cap-2 Maneuver	345	-	-	-	-	-
Stage 1	568	-	-	-	-	-
Stage 2	532	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	17.3	0.4		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	991	-	345	537	-	-
HCM Lane V/C Ratio	0.028	-	0.322	0.138	-	-
HCM Control Delay (s)	8.7	-	20.3	12.8	-	-
HCM Lane LOS	A	-	C	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1.4	0.5	-	-

Capacity Analysis Summary Sheets
Year 2030 No-Build Weekday Evening Peak Hour

HCM 6th TWSC
1: IL 83 & Fieldcrest Drive

12/06/2024

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↗	↗	↗	↗	↗
Traffic Vol, veh/h	10	13	16	29	2	10	31	629	84	30	744	19
Future Vol, veh/h	10	13	16	29	2	10	31	629	84	30	744	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	235	-	200	185	-	50
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	97	97	97	97	97	97	97	97	97
Heavy Vehicles, %	10	0	0	0	0	10	0	5	0	3	2	0
Mvmt Flow	10	13	16	30	2	10	32	648	87	31	767	20

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1591	1628	767	1566	1561	648	787	0	0	735	0	0
Stage 1	829	829	-	712	712	-	-	-	-	-	-	-
Stage 2	762	799	-	854	849	-	-	-	-	-	-	-
Critical Hdwy	7.2	6.5	6.2	7.1	6.5	6.3	4.1	-	-	4.13	-	-
Critical Hdwy Stg 1	6.2	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.2	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.59	4	3.3	3.5	4	3.39	2.2	-	-	2.227	-	-
Pot Cap-1 Maneuver	83	103	405	91	113	456	841	-	-	866	-	-
Stage 1	353	388	-	427	439	-	-	-	-	-	-	-
Stage 2	385	401	-	356	380	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	76	95	405	78	105	456	841	-	-	866	-	-
Mov Cap-2 Maneuver	187	210	-	188	217	-	-	-	-	-	-	-
Stage 1	340	374	-	411	422	-	-	-	-	-	-	-
Stage 2	360	386	-	317	366	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	22	25.1	0.4	0.4
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	841	-	-	252 221	866	-	-
HCM Lane V/C Ratio	0.038	-	-	0.16 0.191	0.036	-	-
HCM Control Delay (s)	9.4	-	-	22 25.1	9.3	-	-
HCM Lane LOS	A	-	-	C D	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6 0.7	0.1	-	-

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	20	724	4	5	784
Future Vol, veh/h	0	20	724	4	5	784
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	0	4	50	0	2
Mvmt Flow	0	21	754	4	5	817
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1583	756	0	0	758	0
Stage 1	756	-	-	-	-	-
Stage 2	827	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	121	411	-	-	862	-
Stage 1	467	-	-	-	-	-
Stage 2	433	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	120	411	-	-	862	-
Mov Cap-2 Maneuver	258	-	-	-	-	-
Stage 1	467	-	-	-	-	-
Stage 2	428	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	14.2	0	0.1			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	411	862	-	
HCM Lane V/C Ratio	-	-	0.051	0.006	-	
HCM Control Delay (s)	-	-	14.2	9.2	0	
HCM Lane LOS	-	-	B	A	A	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

HCM 6th TWSC
3: IL 83 & Mundelein Crossing Access Drive

12/06/2024

Intersection						
Int Delay, s/veh	1.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	68	60	24	660	704	80
Future Vol, veh/h	68	60	24	660	704	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	105	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	1	0	0	6	2	0
Mvmt Flow	72	63	25	695	741	84
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1528	783	825	0	-	0
Stage 1	783	-	-	-	-	-
Stage 2	745	-	-	-	-	-
Critical Hdwy	6.41	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.41	-	-	-	-	-
Critical Hdwy Stg 2	5.41	-	-	-	-	-
Follow-up Hdwy	3.509	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	130	397	814	-	-	-
Stage 1	452	-	-	-	-	-
Stage 2	471	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	126	397	814	-	-	-
Mov Cap-2 Maneuver	265	-	-	-	-	-
Stage 1	438	-	-	-	-	-
Stage 2	471	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	19.9	0.3		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	814	-	265	397	-	-
HCM Lane V/C Ratio	0.031	-	0.27	0.159	-	-
HCM Control Delay (s)	9.6	-	23.5	15.8	-	-
HCM Lane LOS	A	-	C	C	-	-
HCM 95th %tile Q(veh)	0.1	-	1.1	0.6	-	-

Capacity Analysis Summary Sheets
Year 2030 No-Build Saturday Midday Peak Hour

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↗	↖	↗	↖	↖	↗
Traffic Vol, veh/h	16	1	18	42	2	18	13	586	58	13	507	14
Future Vol, veh/h	16	1	18	42	2	18	13	586	58	13	507	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	235	-	200	185	-	50
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	0	0	0	0	0	0	0	1	0	8	1	7
Mvmt Flow	17	1	19	45	2	19	14	630	62	14	545	15

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1273	1293	545	1249	1246	630	560	0	0	692	0	0
Stage 1	573	573	-	658	658	-	-	-	-	-	-	-
Stage 2	700	720	-	591	588	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.18	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.272	-	-
Pot Cap-1 Maneuver	146	164	542	151	175	485	1021	-	-	876	-	-
Stage 1	508	507	-	457	464	-	-	-	-	-	-	-
Stage 2	433	435	-	497	499	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	136	159	542	142	170	485	1021	-	-	876	-	-
Mov Cap-2 Maneuver	262	278	-	272	291	-	-	-	-	-	-	-
Stage 1	501	499	-	451	458	-	-	-	-	-	-	-
Stage 2	408	429	-	471	491	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	16.2		19.6		0.2		0.2	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1021	-	-	358 313	876	-	-
HCM Lane V/C Ratio	0.014	-	-	0.105 0.213	0.016	-	-
HCM Control Delay (s)	8.6	-	-	16.2 19.6	9.2	-	-
HCM Lane LOS	A	-	-	C C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3 0.8	0	-	-

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	6	651	0	7	560
Future Vol, veh/h	2	6	651	0	7	560
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	1	0	0	1
Mvmt Flow	2	6	685	0	7	589
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1288	685	0	0	685	0
Stage 1	685	-	-	-	-	-
Stage 2	603	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	183	452	-	-	918	-
Stage 1	504	-	-	-	-	-
Stage 2	550	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	181	452	-	-	918	-
Mov Cap-2 Maneuver	321	-	-	-	-	-
Stage 1	504	-	-	-	-	-
Stage 2	544	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	14	0		0.1		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	- 410		918	-	
HCM Lane V/C Ratio	-	- 0.021		0.008	-	
HCM Control Delay (s)	-	- 14		9	0	
HCM Lane LOS	-	- B		A	A	
HCM 95th %tile Q(veh)	-	- 0.1		0	-	

HCM 6th TWSC 3: IL 83 & Mundelein Crossing Access Drive

12/06/2024

Intersection						
Int Delay, s/veh	2.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	99	66	25	552	476	86
Future Vol, veh/h	99	66	25	552	476	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	105	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	2	0	2	1	0
Mvmt Flow	111	74	28	620	535	97
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1260	584	632	0	-	0
Stage 1	584	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Critical Hdwy	6.4	6.22	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.318	2.2	-	-	-
Pot Cap-1 Maneuver	190	512	960	-	-	-
Stage 1	561	-	-	-	-	-
Stage 2	509	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	184	512	960	-	-	-
Mov Cap-2 Maneuver	324	-	-	-	-	-
Stage 1	545	-	-	-	-	-
Stage 2	509	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	18.4	0.4		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	960	-	324	512	-	-
HCM Lane V/C Ratio	0.029	-	0.343	0.145	-	-
HCM Control Delay (s)	8.9	-	21.8	13.2	-	-
HCM Lane LOS	A	-	C	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1.5	0.5	-	-

Capacity Analysis Summary Sheets
Year 2030 Total Projected Weekday Evening Peak Hour

HCM 6th TWSC
1: IL 83 & Fieldcrest Drive

12/11/2024

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↗	↗	↗	↗	↗
Traffic Vol, veh/h	10	13	16	29	2	10	31	644	84	30	759	19
Future Vol, veh/h	10	13	16	29	2	10	31	644	84	30	759	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	235	-	200	185	-	50
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	97	97	97	97	97	97	97	97	97
Heavy Vehicles, %	10	0	0	0	0	10	0	5	0	3	2	0
Mvmt Flow	10	13	16	30	2	10	32	664	87	31	782	20

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1622	1659	782	1597	1592	664	802	0	0	751	0	0
Stage 1	844	844	-	728	728	-	-	-	-	-	-	-
Stage 2	778	815	-	869	864	-	-	-	-	-	-	-
Critical Hdwy	7.2	6.5	6.2	7.1	6.5	6.3	4.1	-	-	4.13	-	-
Critical Hdwy Stg 1	6.2	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.2	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.59	4	3.3	3.5	4	3.39	2.2	-	-	2.227	-	-
Pot Cap-1 Maneuver	79	99	397	87	108	447	830	-	-	854	-	-
Stage 1	347	382	-	418	432	-	-	-	-	-	-	-
Stage 2	378	394	-	349	374	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	72	92	397	75	100	447	830	-	-	854	-	-
Mov Cap-2 Maneuver	182	205	-	183	212	-	-	-	-	-	-	-
Stage 1	333	368	-	402	415	-	-	-	-	-	-	-
Stage 2	353	379	-	311	361	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	22.5		25.8		0.4		0.3	
HCM LOS	C		D					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	830	-	-	246	215	854	-
HCM Lane V/C Ratio	0.039	-	-	0.163	0.197	0.036	-
HCM Control Delay (s)	9.5	-	-	22.5	25.8	9.4	-
HCM Lane LOS	A	-	-	C	D	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0.7	0.1	-

HCM 6th TWSC
2: IL 83 & Ivanhoe Lane

12/11/2024

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	20	739	4	5	799
Future Vol, veh/h	0	20	739	4	5	799
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	0	4	50	0	2
Mvmt Flow	0	21	770	4	5	832

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1614	772	0	0	774
Stage 1	772	-	-	-	-
Stage 2	842	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1
Critical Hdwy Stg 1	5.4	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2
Pot Cap-1 Maneuver	116	403	-	-	851
Stage 1	459	-	-	-	-
Stage 2	426	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	115	403	-	-	851
Mov Cap-2 Maneuver	253	-	-	-	-
Stage 1	459	-	-	-	-
Stage 2	421	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.4	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	403	851
HCM Lane V/C Ratio	-	-	0.052	0.006
HCM Control Delay (s)	-	-	14.4	9.3
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0

HCM 6th TWSC
3: IL 83 & Mundelein Crossing Access Drive

12/11/2024

Intersection						
Int Delay, s/veh	1.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	68	60	24	675	719	80
Future Vol, veh/h	68	60	24	675	719	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	105	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	1	0	0	6	2	0
Mvmt Flow	72	63	25	711	757	84
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1560	799	841	0	-	0
Stage 1	799	-	-	-	-	-
Stage 2	761	-	-	-	-	-
Critical Hdwy	6.41	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.41	-	-	-	-	-
Critical Hdwy Stg 2	5.41	-	-	-	-	-
Follow-up Hdwy	3.509	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	124	389	803	-	-	-
Stage 1	444	-	-	-	-	-
Stage 2	463	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	120	389	803	-	-	-
Mov Cap-2 Maneuver	258	-	-	-	-	-
Stage 1	430	-	-	-	-	-
Stage 2	463	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	20.4	0.3		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	803	-	258	389	-	-
HCM Lane V/C Ratio	0.031	-	0.277	0.162	-	-
HCM Control Delay (s)	9.6	-	24.2	16	-	-
HCM Lane LOS	A	-	C	C	-	-
HCM 95th %tile Q(veh)	0.1	-	1.1	0.6	-	-

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	15	15	15	744	789	15
Future Vol, veh/h	15	15	15	744	789	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	30	0	150	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	4	2	0
Mvmt Flow	16	16	16	783	831	16
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1654	839	847	0	-	0
Stage 1	839	-	-	-	-	-
Stage 2	815	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	109	369	799	-	-	-
Stage 1	427	-	-	-	-	-
Stage 2	439	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	107	369	799	-	-	-
Mov Cap-2 Maneuver	244	-	-	-	-	-
Stage 1	418	-	-	-	-	-
Stage 2	439	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	18	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	799	-	244	369	-	-
HCM Lane V/C Ratio	0.02	-	0.065	0.043	-	-
HCM Control Delay (s)	9.6	-	20.8	15.2	-	-
HCM Lane LOS	A	-	C	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	0.1	-	-

Capacity Analysis Summary Sheets
Year 2030 Total Projected Saturday Midday Peak Hour

HCM 6th TWSC
1: IL 83 & Fieldcrest Drive

12/11/2024

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↗	↖	↗	↗	↖	↗
Traffic Vol, veh/h	16	1	18	42	2	18	13	606	58	13	527	14
Future Vol, veh/h	16	1	18	42	2	18	13	606	58	13	527	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	235	-	200	185	-	50
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	0	0	0	0	0	0	0	1	0	8	1	7
Mvmt Flow	17	1	19	45	2	19	14	652	62	14	567	15

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1317	1337	567	1293	1290	652	582	0	0	714	0	0
Stage 1	595	595	-	680	680	-	-	-	-	-	-	-
Stage 2	722	742	-	613	610	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.18	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.272	-	-
Pot Cap-1 Maneuver	136	155	527	141	165	471	1002	-	-	859	-	-
Stage 1	494	496	-	444	454	-	-	-	-	-	-	-
Stage 2	421	425	-	483	488	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	127	150	527	132	160	471	1002	-	-	859	-	-
Mov Cap-2 Maneuver	252	270	-	261	281	-	-	-	-	-	-	-
Stage 1	487	488	-	438	448	-	-	-	-	-	-	-
Stage 2	396	419	-	457	480	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	16.7		20.3		0.2		0.2	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1002	-	-	345	301	859	-
HCM Lane V/C Ratio	0.014	-	-	0.109	0.221	0.016	-
HCM Control Delay (s)	8.6	-	-	16.7	20.3	9.3	-
HCM Lane LOS	A	-	-	C	C	A	-
HCM 95th %tile Q(veh)	0	-	-	0.4	0.8	0.1	-

HCM 6th TWSC
2: IL 83 & Ivanhoe Lane

12/11/2024

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W	W	T	T	T	T
Traffic Vol, veh/h	2	6	671	0	7	580
Future Vol, veh/h	2	6	671	0	7	580
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	0	1	0	0	1
Mvmt Flow	2	6	706	0	7	611
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1331	706	0	0	706	0
Stage 1	706	-	-	-	-	-
Stage 2	625	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	172	439	-	-	902	-
Stage 1	493	-	-	-	-	-
Stage 2	537	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	170	439	-	-	902	-
Mov Cap-2 Maneuver	311	-	-	-	-	-
Stage 1	493	-	-	-	-	-
Stage 2	531	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	14.2	0	0.1			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	398	902	-	
HCM Lane V/C Ratio	-	-	0.021	0.008	-	
HCM Control Delay (s)	-	-	14.2	9	0	
HCM Lane LOS	-	-	B	A	A	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

HCM 6th TWSC
3: IL 83 & Mundelein Crossing Access Drive

12/11/2024

Intersection						
Int Delay, s/veh	2.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	99	66	25	572	496	86
Future Vol, veh/h	99	66	25	572	496	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	105	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	2	0	2	1	0
Mvmt Flow	111	74	28	643	557	97
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1305	606	654	0	-	0
Stage 1	606	-	-	-	-	-
Stage 2	699	-	-	-	-	-
Critical Hdwy	6.4	6.22	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.318	2.2	-	-	-
Pot Cap-1 Maneuver	178	497	943	-	-	-
Stage 1	548	-	-	-	-	-
Stage 2	497	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	173	497	943	-	-	-
Mov Cap-2 Maneuver	313	-	-	-	-	-
Stage 1	532	-	-	-	-	-
Stage 2	497	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	19	0.4		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	943	-	313	497	-	-
HCM Lane V/C Ratio	0.03	-	0.355	0.149	-	-
HCM Control Delay (s)	8.9	-	22.7	13.5	-	-
HCM Lane LOS	A	-	C	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1.6	0.5	-	-

Intersection

Int Delay, s/veh 0.6

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 20 20 20 657 567 20

Future Vol, veh/h 20 20 20 657 567 20

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 30 0 150 - - -

Veh in Median Storage, # 1 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 95 95 95 95 95 95

Heavy Vehicles, % 0 0 0 1 1 0

Mvmt Flow 21 21 21 692 597 21

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 1342 608 618 0 - 0

Stage 1 608 - - - - -

Stage 2 734 - - - - -

Critical Hdwy 6.4 6.2 4.1 - - -

Critical Hdwy Stg 1 5.4 - - - - -

Critical Hdwy Stg 2 5.4 - - - - -

Follow-up Hdwy 3.5 3.3 2.2 - - -

Pot Cap-1 Maneuver 169 499 972 - - -

Stage 1 547 - - - - -

Stage 2 478 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 165 499 972 - - -

Mov Cap-2 Maneuver 305 - - - - -

Stage 1 535 - - - - -

Stage 2 478 - - - - -

Approach EB NB SB

HCM Control Delay, s 15.1 0.3 0

HCM LOS C

Minor Lane/Major Mvmt NBL NBT EBLn1 EBLn2 SBT SBR

Capacity (veh/h) 972 - 305 499 - -

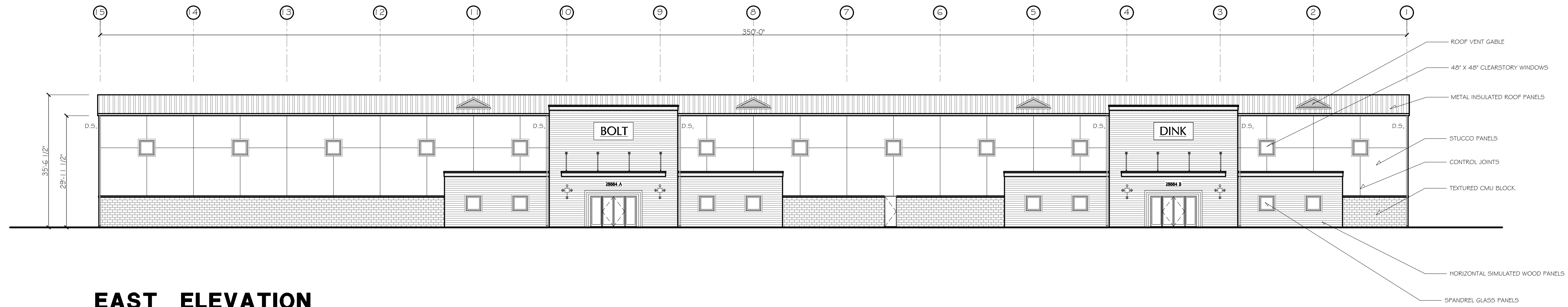
HCM Lane V/C Ratio 0.022 - 0.069 0.042 - -

HCM Control Delay (s) 8.8 - 17.7 12.5 - -

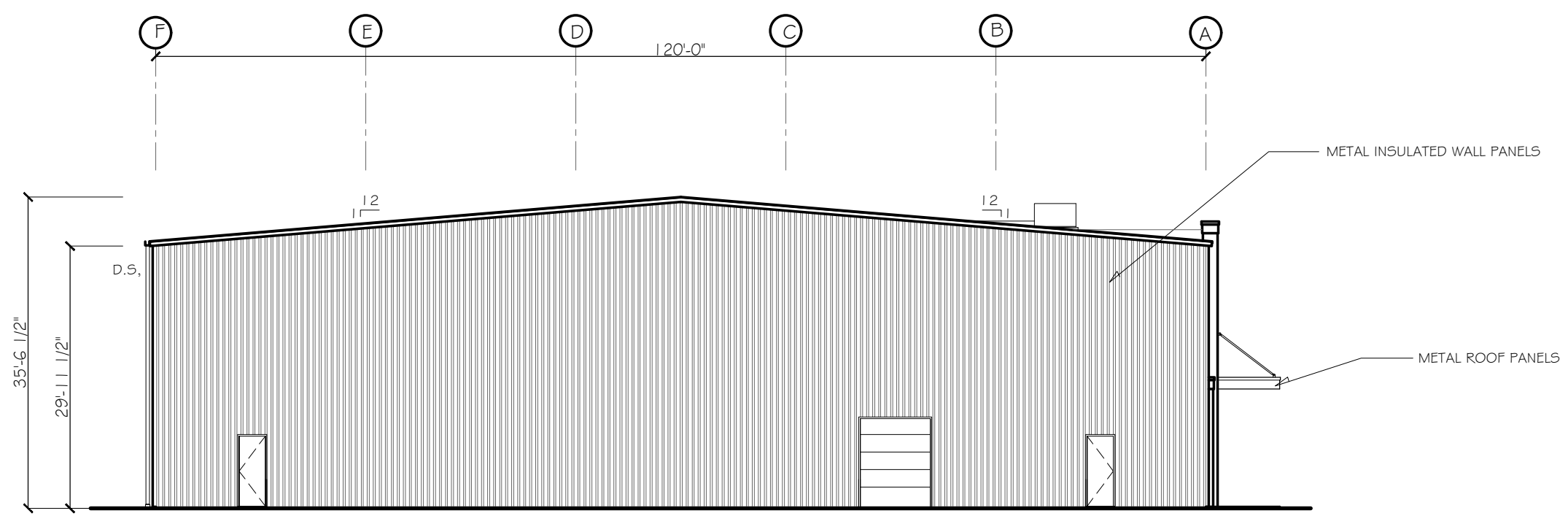
HCM Lane LOS A - C B - -

HCM 95th %tile Q(veh) 0.1 - 0.2 0.1 - -

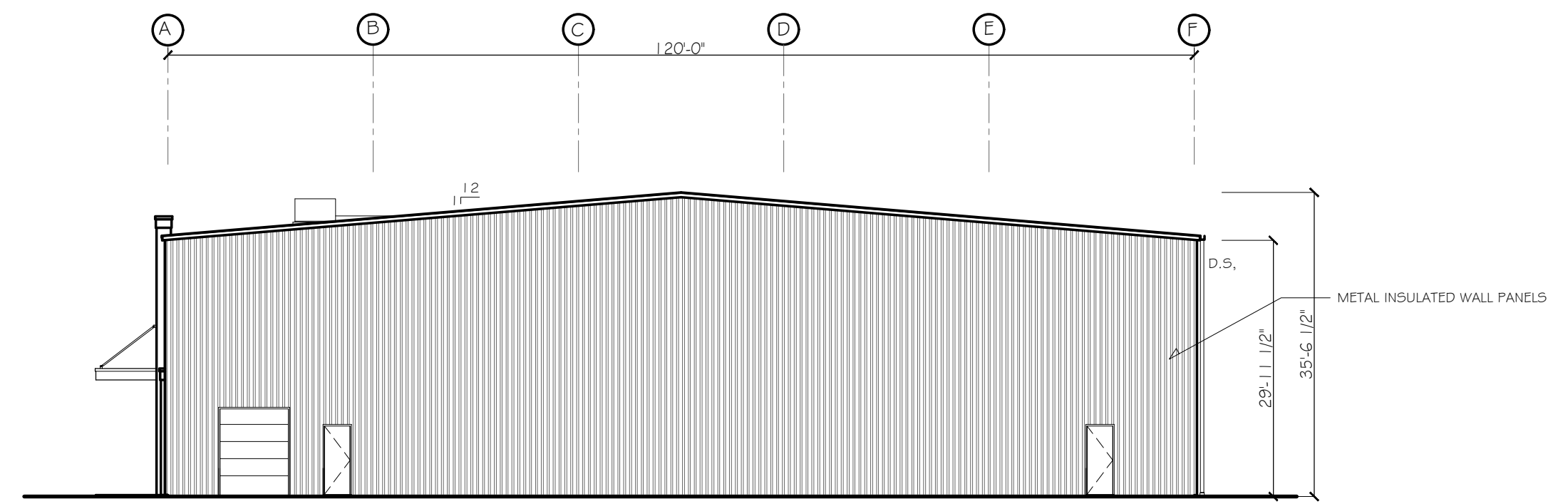
A NEW
PICKLEBALL AND
BASEBALL TRAINING FACILITY
MUNDELEIN, ILLINOIS



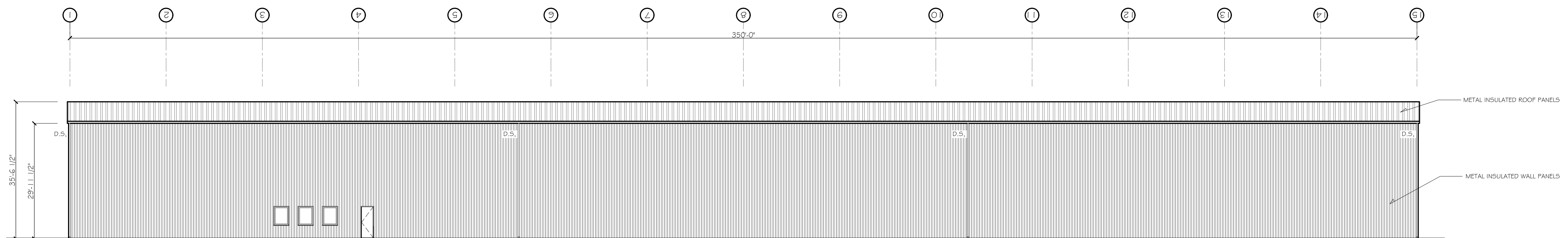
EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION

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FAX: 847/756-4701
TELEPHONE 847/756-4700

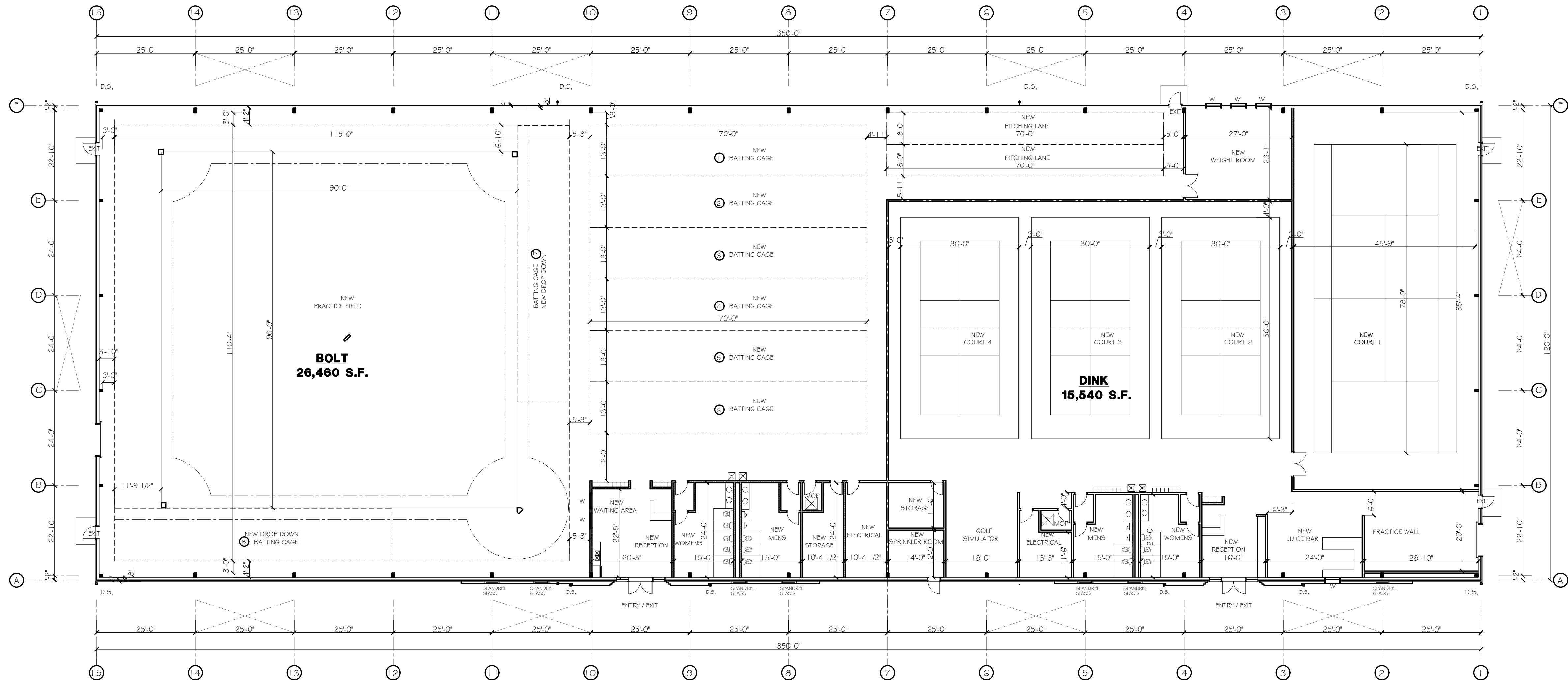
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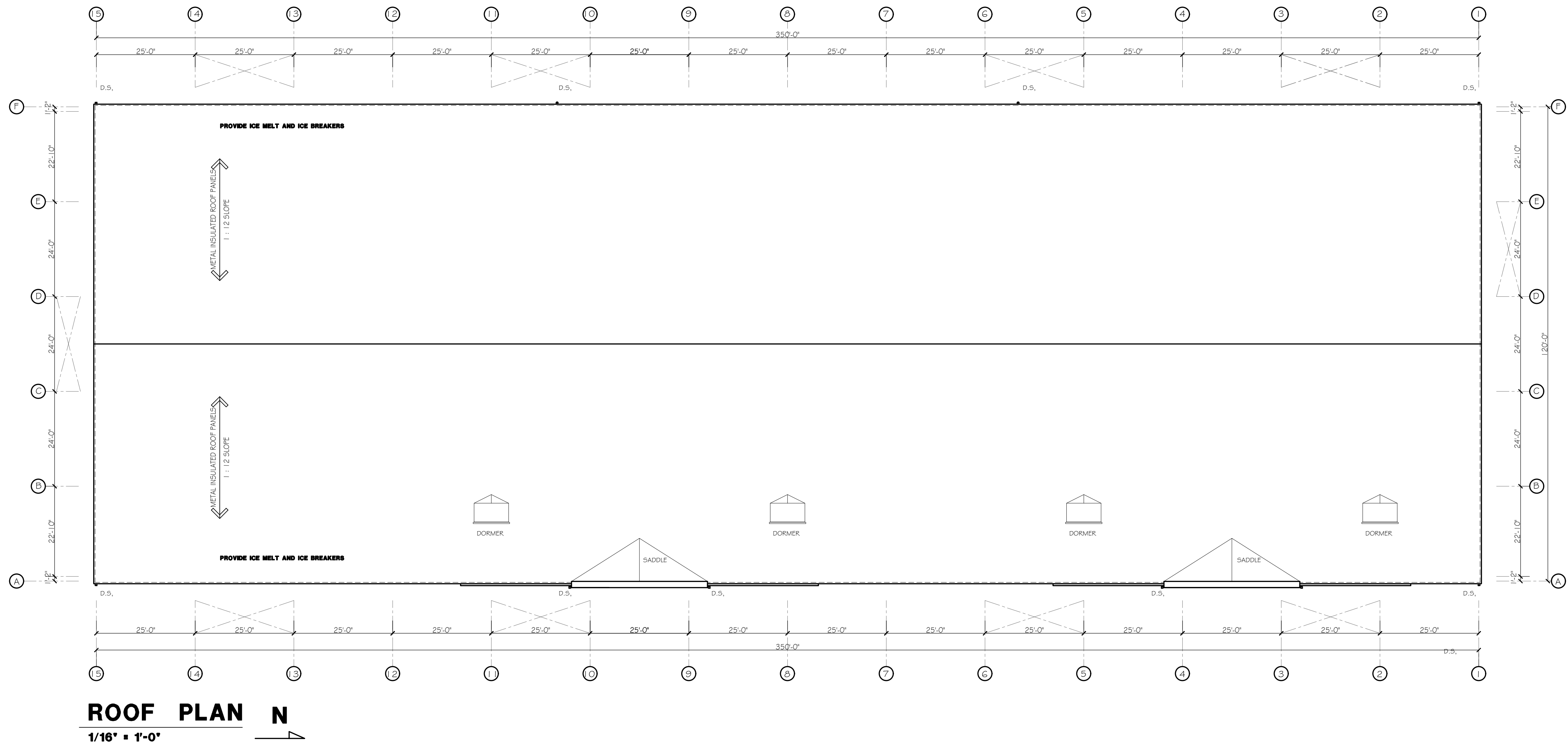


FLOOR PLAN **N**
1/16" = 1'-0"
42,000 S.F. GROSS AREA

250' MAX TRAVEL DISTANCE WITH SPRINKLER SYSTEM			
ILLINOIS PLUMBING CODE			
OCCUPANT LOAD FOR EXERCISE ROOMS = 1 PER 50 S.F., PER 2018 IBC / IL PLUMB CODE SIMILAR.			
<u>PICKLE BALL FACILITY</u> 15,300 S.F.		<u>BATTING CAGE FACILITY</u> 26,000 S.F.	
306 OCCUPANTS 153M 153W		520 OCCUPANTS 260M / 260W	
REQUIRED FIXTURES			
MEN	WOMEN	MEN	WOMEN
2T	4T	3T	5T
2U		3U	
1 LAV	1 LAV	2 LAV	2 LAV

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A NEW PICKLEBALL AND BASEBALL TRAINING FACILITY MUNDELEIN, ILLINOIS												

A NEW
PICKLEBALL AND
BASEBALL TRAINING FACILITY
MUNDELEIN, ILLINOIS



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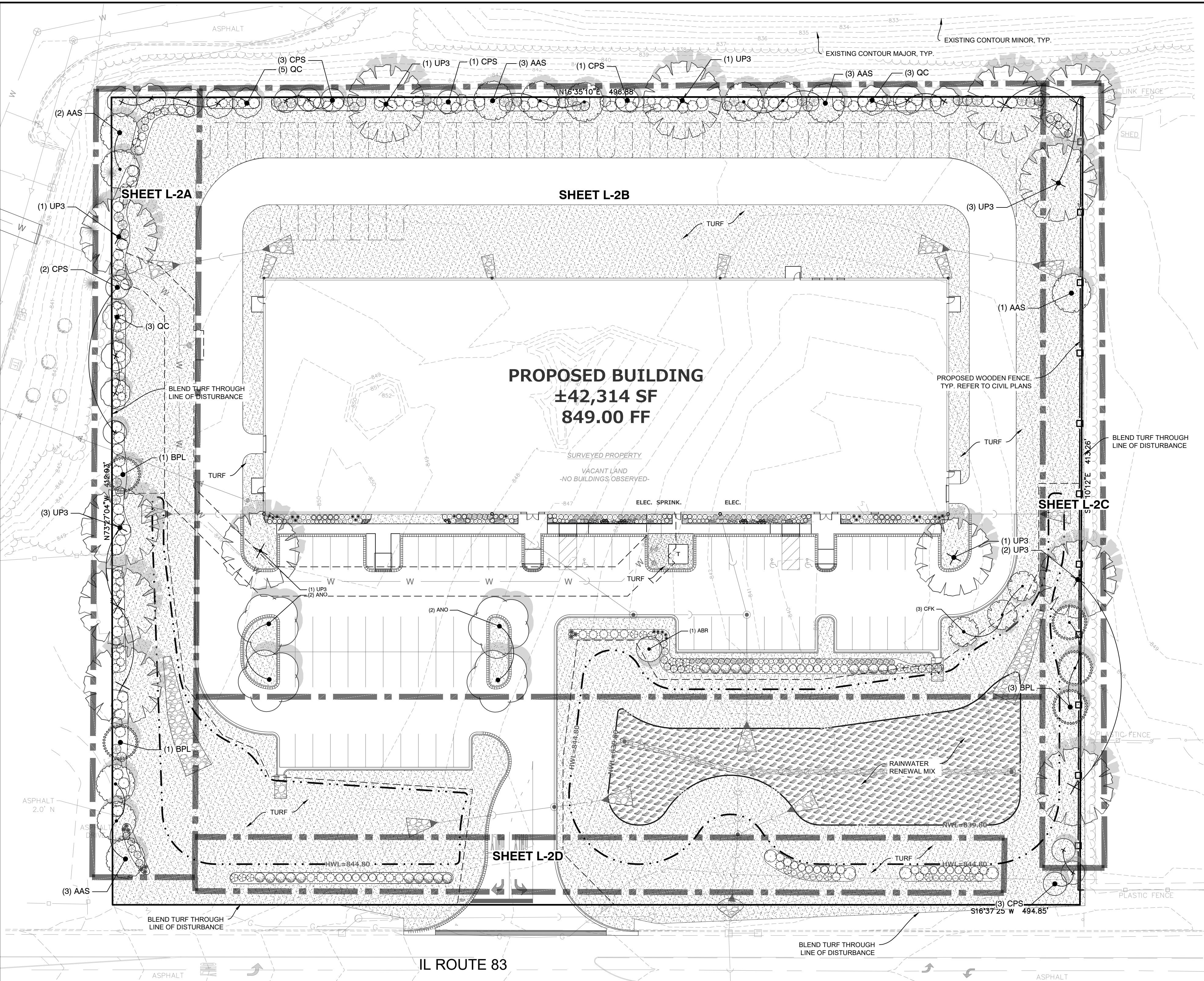
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**A NEW
PICKLEBALL AND
BASEBALL TRAINING FACILITY
MUNDELEIN, ILLINOIS**

SHEET NO.

P-3

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PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
ABR	1	Acer ginnala 'Ruby Slippers'	Bailey Compact Amur Maple	1.5" Cal.	18' T x 18' W
AAS	12	Acer rubrum 'Autumn Spire'	Autumn Spire Maple	2" Cal.	30' T x 20' W
ANO	4	Acer rubrum 'Northwood'	Northwood Maple	3" Cal.	50' T x 35' W
BPL	5	Betula pendula 'Laciniata'	Cutleaf Weeping Birch	3" Cal.	40' T x 20' W
CFK	3	Carpinus caroliniana 'JN Strain'	Fire King Musclewood	3" Cal.	20' T x 20' W
CPS	10	Celtis occidentalis 'Prairie Sentinel'	Prairie Sentinel Hackberry	3" Cal.	45' T x 12' W
QC	11	Quercus robur x alba 'Crimschmidt'	Crimson Spire™ Oak	3" Cal.	45' T x 15' W
UP3	13	Ulmus x 'New Horizon'	New Horizon Elm	3" Cal.	55' T x 45' W

SHRUBS					
CS5	36	Cornus sanguinea 'Anny's Winter Orange'	Anny's Winter Orange Dogwood	18" Ht.	4' T x 3' W
HP2	20	Hydrangea paniculata 'Vanilla Strawberry'	Vanilla Strawberry Hydrangea	36" Ht.	7' T x 5' W
HR	29	Hydrangea paniculata 'AJ14'	Early Evolution Hydrangea	18" Ht.	2' T x 2' W
PCA	18	Philadelphus coronarius 'Aureus'	Golden Mockorange	36" Ht.	6' T x 5' W
RS	24	Rosa x 'Meisweldom'	Sweet Drift® Groundcover Rose	18" Ht.	2' T x 3' W
RP	15	Rosa x 'Meilthale'	Sweet Spirit™ Rose	18" Ht.	4' T x 3' W
SB2	4	Sambucus nigra 'Black Lace'	Black Lace Elderberry	36" Ht.	7' T x 7' W
SO3	22	Syringa x 'SMNJRP1'	Bloomerang Dwarf Pink Lilac	18" Ht.	4' T x 3' W
WS2	20	Weigela florida 'Bokrasopin'	Sonic Bloom® Pink Weigela	36" Ht.	5' T x 5' W

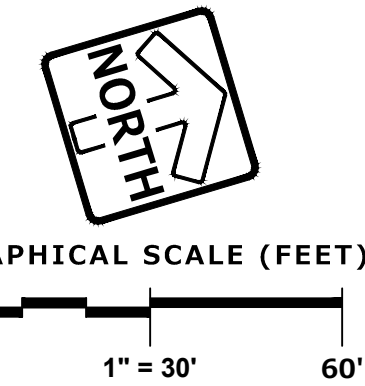
EVERGREEN SHRUBS					
CB	25	Chamaecyparis pisifera 'Boulevard'	Boulevard Sawara Cypress	36" Ht.	12' T x 4' W
JCS	86	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" Ht.	5' T x 7' W
JB	31	Juniperus chinensis 'Blue Vase'	Blue Vase Juniper	18" Ht.	4' T x 3' W
PM	33	Picea pungens 'Montgomery'	Montgomery Colorado Spruce	36" Ht.	6' T x 6' W
PT	67	Pinus mugo 'Tannenbaum'	Tannenbaum Mugo Pine	36" Ht.	12' T x 6' W
PMP	15	Pinus mugo pumilio	Dwarf Mugo Pine	18" W	4' T x 5' W
PB3	16	Pinus strobus 'Blue Shag'	Blue Shag White Pine	18" Ht.	4' T x 3' W
TH3	23	Thuja occidentalis 'Hetz Midget'	Hetz Midget Arborvitae	18" W	3' T x 3' W

ORNAMENTAL GRASSES					
AB	9	Andropogon gerardii 'Blackhawks'	Blackhawks Big Bluestem	1 gal.	48" T x 30" W
ML	23	Miscanthus sinensis 'Little Kitten'	Little Kitten Eulalia Grass	1 gal.	24" T x 15" W
SS	25	Schizachyrium scoparium 'Standing Ovation'	Standing Ovation Little Bluestem	1 gal.	4' T x 2' W

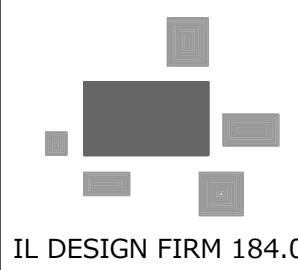
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
PERENNIALS						
CC4	21	Coreopsis grandiflora 'Sunburst'	Sunburst Tickseed	4.5" Cont.	15" o.c.	12" T x 18" W
EE	43	Echinacea x 'PAS702917'	PowWow® Wild Berry Coneflower	4.5" Cont.	14" o.c.	22" T x 15" W
NS	20	Nepeta racemosa 'Snowflake'	Snowflake White Catmint	4.5" Cont.	14" o.c.	12" T x 16" W
PT2	29	Phlox paniculata 'Purple Kiss'	Top Shelf Purple Kiss Garden Phlox	4.5" Cont.	12" o.c.	12" T x 14" W

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
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AGRECOL MIXES				
	9,153 sf	Rain Garden	AGRECOL RAINWATER RENEWAL MIX	
	89,635 sf	Turf Hydroseed	Drought Tolerant Fescue Blend	



	LANDSCAPE IMPROVEMENT TABLE	REQUIRED	PROVIDED
20.60.070	ON-SITE LANDSCAPING • TREES	4	4
20.60.080	FOUNDATION PLANTINGS • 60% OF BUILDING FACADE @ 350'	210'	215'
20.60.100	PARKING LOT PERIMETER • 1 SHRUB / 3' @ 441'	147	147
20.60.110	PARKING LOT INTERIOR • 1 ISLAND / 10 PARKING SPACES @ 53 STALLS • 1 TREE PER ISLAND	6	6
20.60.120	BUFFER YARDS - 1 SHADE TREE / 25' • NORTH - SIDE YARD @ 415' • WEST - REAR YARD @ 597' • SOUTH - SIDE YARD @ 441' CONTINUOUS EVERGREEN HEDGE	17 20 18 X	17 20 18 X



PINNACLE ENGINEERING GROUP
IL DESIGN FIRM 184.006289-0010

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CHICAGO OFFICE:
1051 E. MAIN ST. | SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300

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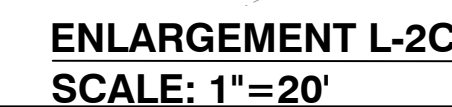
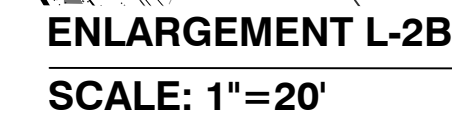
BOLT 2.0
28884 N. ILLINOIS ROUTE 83
MUNDELEIN, IL

REVISIONS			
1	PER VILLAGE REVIEW	02/25/25	

LANDSCAPE OVERVIEW

REG JOB No. **5897-00-L**
REG PM: **BDJ**
START DATE: **10/03/24**
SCALE: **1" = 30'**

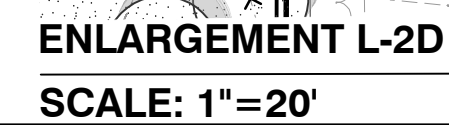
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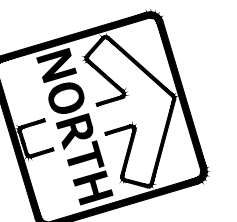
REVISIONS

1	PER VILLAGE REVIEW	02/25/25			

LANDSCAPE ENLARGEMENT



TURF
 Turf Hydroseed
 Drought Tolerant Fescue Blend



GRAPHICAL SCALE (FEET)



A horizontal scale bar with three segments. The first segment is labeled '0' at the left end. The second segment is labeled '1" = 20'' at the right end. The third segment is labeled '40'' at the right end.

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GENERAL PLANTING NOTES

- THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUPINGS BY SPECIES.
- THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
- NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
- ALL BNB STOCK SHALL BE NURSERY GROWN IN A CLAY LOAM SOIL FOR A MINIMUM OF THREE GROWING SEASONS WITHIN 200 MILES OF PROJECT LOCATION, IN A ZONE COMPATIBLE WITH USDA HARDINESS ZONE 5A. SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
- ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
- ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.
- TREES SHALL HAVE SINGLE, STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. MULTI-STEM TREES SHALL HAVE 3-4 STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. HEIGHT-TO-CALIPER RATIOS SHALL BE CONSISTENT WITH THE LATEST EDITION OF ANSI Z60.1.
- ROOT SYSTEMS SHALL BE LARGE ENOUGH TO ALLOW FOR FULL RECOVERY OF THE TREE, AND SHALL CONFORM TO STANDARDS AS THEY APPEAR IN THE MOST CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1.
- BNB TREES SHALL BE DUG WITH A BALL OF SOIL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL. ROOT BALL SHALL BE WRAPPED (WITH BIODEGRADABLE MATERIAL). THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GRADE.
- ALL SPRING TREES MUST BE FRESHLY DUG IN THE MOST RECENT SPRING.
- ALL AUTUMN TREES MUST BE FRESHLY DUG IN THE MOST RECENT AUTUMN.
- TREES SHALL BE ALIVE, HEALTHY AND APPROPRIATELY MOIST, AT TIME OF DELIVERY. TREES SHALL BE SUBJECT TO INSPECTION FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AND APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY TREES THAT DO NOT MEET THE SPECIFICATIONS OR THAT HAVE BEEN DAMAGED DURING SHIPMENT. THE LANDSCAPE INSTALLER MUST RECEIVE APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY SUBSTITUTIONS OR ALTERATIONS.
- ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 10" DEPTH OF PREPARED SOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 10" OF SOIL. REFER TO SOIL PLACEMENT NOTES.
- WHILE PLANTING TREES AND SHRUBS, BACKFILL ¾ OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.
- THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
- OAK TREES SHALL BE TREATED FOR TWO-LINE CHESTNUT BORER BOTH AT THE TIME OF INSTALLATION AND DURING THE SECOND GROWING SEASON.
- ALL PLANTING BEDS SHALL BE MULCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH, AND ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
- ALL PLANTING BEDS AND TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. BED EDGES ARE TO BE CUT CLEAN AND SMOOTH AS SHOWN ON LANDSCAPE PLANS WITH A CLEAN DEFINITION BETWEEN TURF AND PLANTING AREAS.
- ALL TURF SEED AREAS SHALL RECEIVE A MINIMUM OF 6" DEPTH OF TOPSOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 6" OF SOIL AS INDICATED IN THE SOIL PLACEMENT NOTES. REQUIRED AMENDMENTS SHALL BE DETERMINED BASED ON A SOIL ANALYSIS TO BE PERFORMED. ALL TOPSOIL AMENDMENT SHALL BE AGED WEED FREE MANURE OR CLASS 1 ORGANIC MATTER.
- FOR LAWN SEEDING, APPLY A STARTER FERTILIZER AND SEED UNIFORMLY AT THE RATE RECOMMENDED BY MANUFACTURER, AND PROVIDE A MULCH COVERING THAT IS SUITABLE TO PROMOTE SEED GERMINATION AND TURF ESTABLISHMENT. CONTRACTOR TO PROVIDE FERTILIZER, SEED, AND MULCH SPECIFICATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. EROSION CONTROL MEASURES ARE TO BE INSTALLED IN THOSE AREAS REQUIRING STABILIZATION (SWALES, SLOPES EXCEEDING 1:3, AND THOSE LOCATIONS INDICATED IN CIVIL DRAWINGS).
- THE CONTRACTOR TO ENSURE A SMOOTH, UNIFORM QUALITY TURF IS ACHIEVED WITH NO BARE SPOTS LARGER THAN 6" X 6". ANY BARE SPOTS LARGER THAN 6" X6" AT THE END OF ESTABLISHMENT PERIOD SHALL BE RESEEDD AT THE CONTRACTORS EXPENSE TO OBTAIN A DENSE, UNIFORM LAWN.
- ALL FINISH GRADING AND LAWN AREAS TO BE INSTALLED BY LANDSCAPE CONTRACTOR.
- ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.

- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT J.U.L.I.E.
- TREES SHALL BE INSTALLED NO CLOSER THAN:
 - 10 FEET FROM ANY FIRE HYDRANT
 - 7 FEET FROM STORM SEWER, SANITARY SEWER LATERALS, DRIVEWAYS, AND WATER SERVICE
- THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
- THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
- THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER IN WRITING WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
- PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

- LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEOUS MATTER. AREAS ADJACENT TO WALKS AND PAVEMENT SHALL BE FREE OF EXCESS STONE AND PAVING MATERIALS SO AS TO PROVIDE AN UNINTERRUPTED CROSS SECTION OF SOIL. INTERNAL PARKING ISLANDS SHALL BE LOOSENED TO A DEPTH OF 30".
- THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
- TREE AND SHRUB HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
- SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES. FINISH GRADE OF TURF SEEDING AREAS SHALL BE 1" BELOW ALL ADJACENT HARD SURFACES, WALKS, AND CURBS.)
- PLACE APPROXIMATELY 1/2 OF TOTAL AMOUNT OF SOIL REQUIRED. WORK INTO TOP OF LOOSENED SUBGRADE TO CREATE A TRANSITION LAYER, THEN PLACE REMAINDER OF THE SOIL. SOIL TRANSITION LAYER SHALL BE TILLED TO A MINIMUM DEPTH OF 6" BELOW THE DEPTH OF NEWLY PLACED SOIL. PARKING LOT ISLANDS SHALL BE CROWNED TO A HEIGHT OF 6" TO PROVIDE PROPER DRAINAGE UNLESS OTHERWISE NOTED.
- DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
- ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.

NATIVE SEEDING

ESTABLISHMENT OF A VIABLE VEGETATION COMMUNITY WITHIN THE BIO INFILTRATION BASINS WILL BE COMPLETED BY HAND-BROADCASTING OF PRE-DESIGNED SEED MIXES TO CREATE A DYNAMIC PLANTING.

PRIOR TO SEEDING:

- ALL WEEDS AND EXISTING VEGETATION SHALL BE REMOVED. EXISTING VEGETATION SHALL BE TREATED WITH GLYPHOSATE OR SIMILAR HERBICIDE BY A LICENSED PROFESSIONAL. TREATMENT SHALL OCCUR A MINIMUM OF 10 DAYS PRIOR TO SEEDING/PLANTING. VEGETATION STILL ALIVE AFTER INITIAL HERBICIDE TREATMENT SHALL BE TREATED A SECOND TIME PRIOR TO TILLING INTO THE SOIL. TREATED VEGETATION SHALL BE TILLED INTO THE SOIL NO EARLIER THAN 1 DAY PRIOR TO SEEDING.
- PREPARATION OF SOIL PRIOR TO SEEDING
 - REFER TO CIVIL PLANS FOR SOIL MIXTURE.
 - ALL FOREIGN MATERIALS LARGER THAN 1-INCH SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
 - AREA SHOULD BE FREE FROM UNSIGHTLY VARIATIONS, RIDGES, AND DEPRESSIONS.
 - AVOID DRIVING OVER THE SPECIFIED AREA WITH MACHINERY.

SPECIFICATIONS FOR HAND BROADCASTING:

SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1- SOIL FREEZE) SO THAT SEEDS MAY LIE DORMANT DURING THE WINTER, ALLOWING FOR STRATIFICATION, OR SPRING (MARCH 1-JUNE 1) TO ALLOW A COMPLETE GROWING SEASON TO BECOME ESTABLISHED.

A. COVER CROP

- ANNUAL RYE SHALL BE SPREAD AT A DENSITY OF 20 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET AREAS.
- WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDLINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.

B. SEED MIX:

- MIX ALL NATIVE SEED WITH VERMICULITE ACCORDING TO AGRECOL RECOMMENDATIONS AND INSTALLATION GUIDELINES.
- BROADCAST HALF THE SEED OVER THE ENTIRE SITE OR TARGET AREA.
- BROADCAST THE OTHER HALF OF SEED PERPENDICULAR TO THE DIRECTION THAT THE FIRST HALF OF THE SEED WAS BROADCAST.
- COVER SEED WITH ¼-INCH TO ½-INCH OF SOIL (USE ANY EXCESS SOIL FROM THE SITE) WITH RAKE OR DRAG.
- ROLL SITE TO ENSURE FIRM SEED-TO-GROUND CONTACT.
- KEEP SEED CONSTANTLY WET THROUGH GERMINATION PERIOD. GENERALLY 3 WEEKS.

ALL SEEDING SHALL BE COVERED WITH 1-INCH OF CLEAN, NON-INVASIVE STRAW (NO MARSH HAY, OR REED CANARY GRASS) WITHOUT SEEDS, WITHIN SEVEN DAYS. WHEAT, RYE, OATS, OR BARLEY ARE ACCEPTABLE FORMS OF STRAW. THOSE AREAS OF SLOPES STEEPER THAN 8:1 (EIGHT FEET HORIZONTAL TO ONE FOOT VERTICAL) SHALL BE PLANTED NO LATER THAN OCTOBER 1 AND STAKED WITH AN EROSION CONTROL BLANKET TO PREVENT EROSION.

NATIVE PLANTINGS:

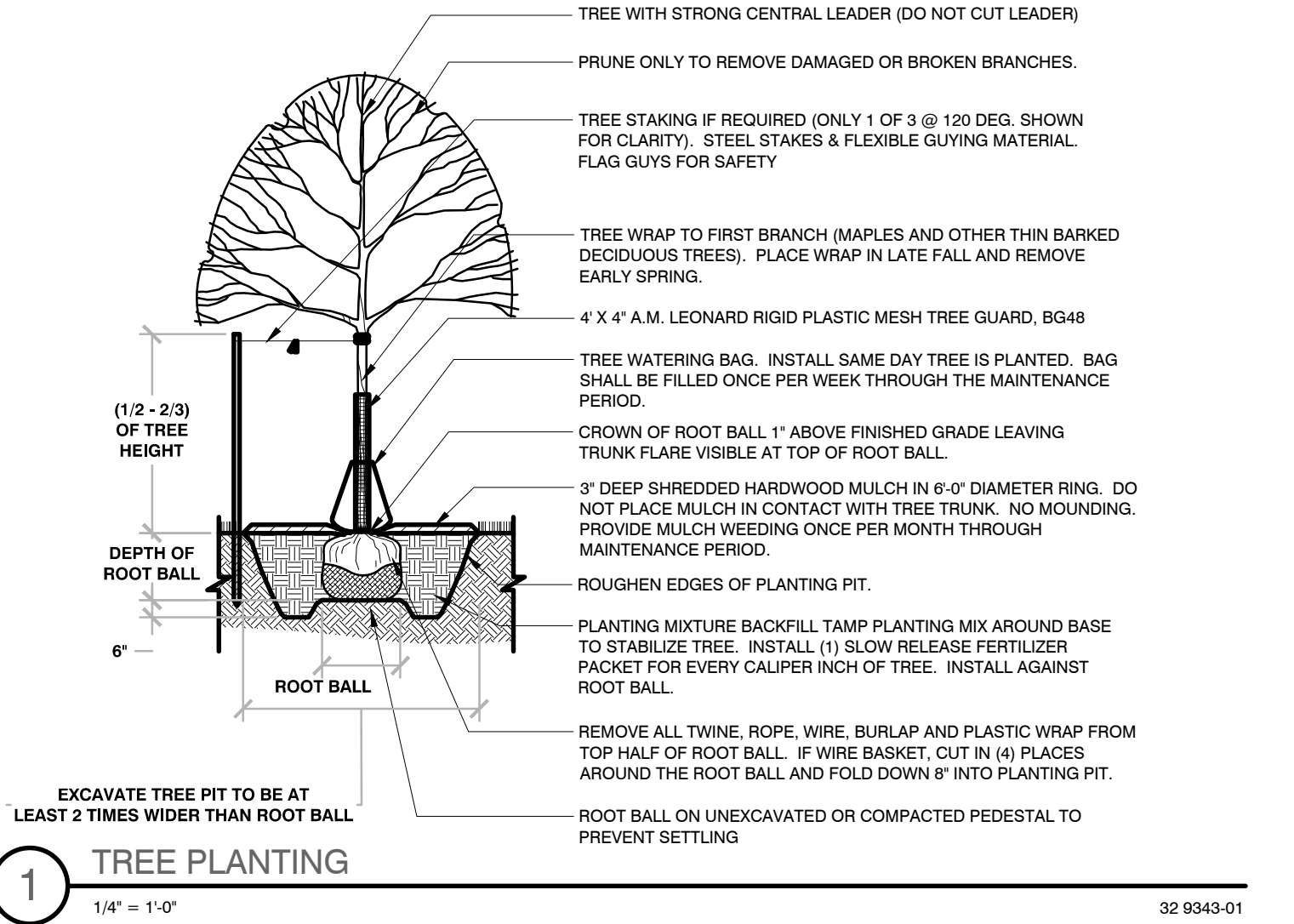
WEED SUPPRESSION MEASURES:

1st YEAR - PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. THIS SHOULD OCCUR APPROXIMATELY EVERY MONTH OF THE GROWING SEASON AFTER NATIVE PLANTINGS HAVE BEEN ROUGH GRADED.

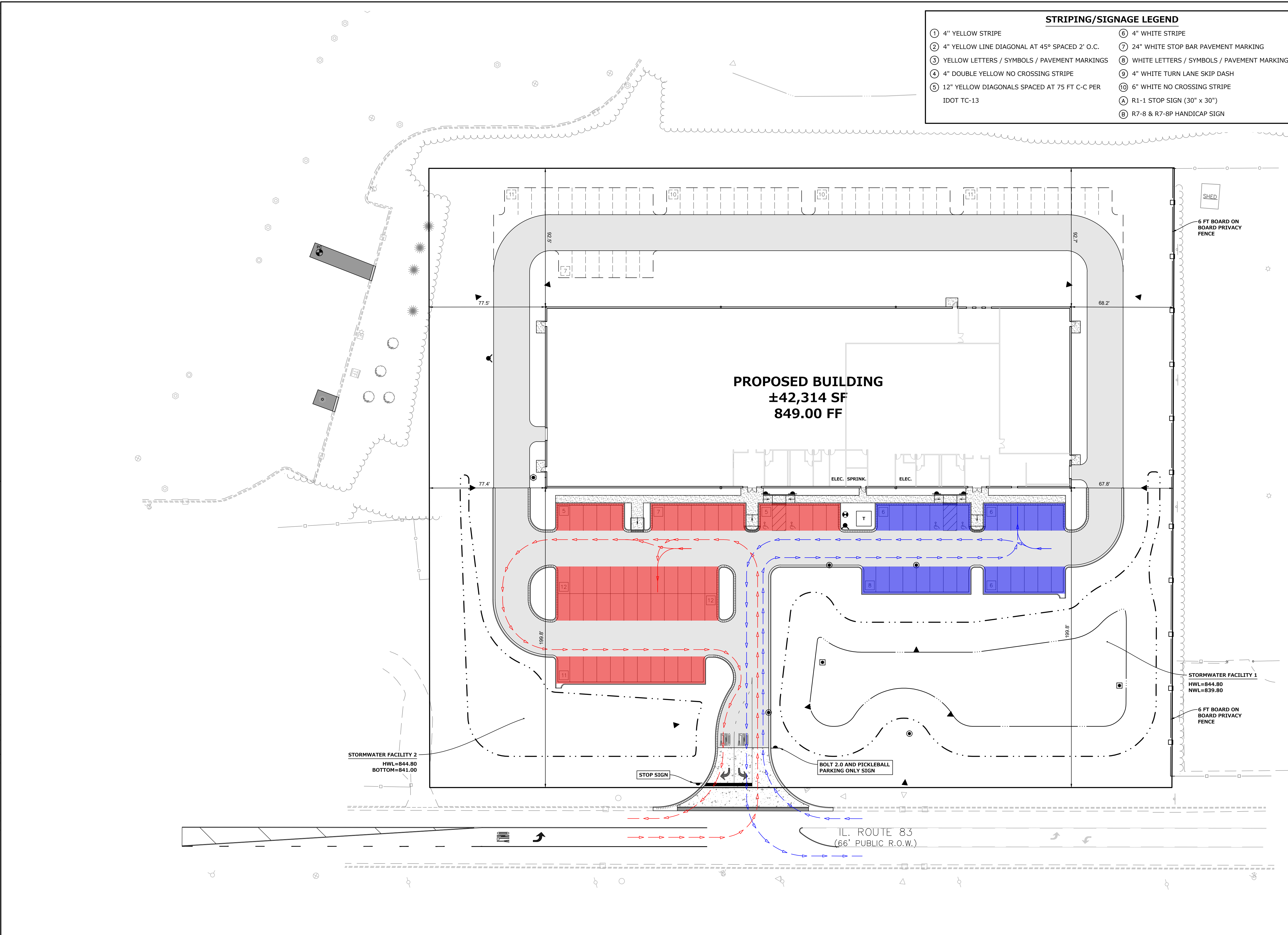
2nd YEAR - IN MAY/JUNE MOW NATIVE PLANTINGS AT 6" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. HAVE PROFESSIONAL ASSESS PLANTINGS. REPEAT MOWING NATIVE PLANTINGS AND SPOT-SPRAY IN EARLY JULY.

3rd YEAR - IN MAY/JUNE MOW NATIVE PLANTINGS AT 8" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS.

4th YEAR - IN MAY PERFORM A PRESCRIBED BURN. IN JUNE HAVE A QUALIFIED PROFESSIONAL ASSESS PLANTINGS. IF A PRESCRIBED BURN CAN NOT BE UTILIZED, NATIVE PLANTINGS SHALL BE CUT TO THE GROUND AND ALL CUT MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE.



2/26/2025 11:17 AM - 2: Projects\2024\5897.00-IL\000 - CAD\FINAL\EXHIBITS\5897.00-IL VEHICLE MOVEMENT AND SIGNAGE EXHIBIT.dwg
DESIGNED: SSS
REVIEWED: BDJ
DRAFTED: SSS

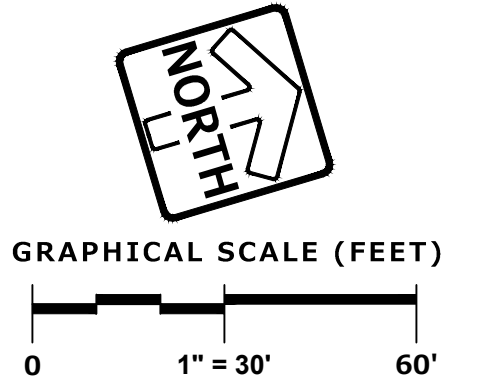


STRIPING/SIGNAGE LEGEND			
① 4" YELLOW STRIPE	⑥ 4" WHITE STRIPE	⑦ 24" WHITE STOP BAR PAVEMENT MARKING	⑧ WHITE LETTERS / SYMBOLS / PAVEMENT MARKINGS
② 4" YELLOW LINE DIAGONAL AT 45° SPACED 2' O.C.	⑨ 4" WHITE TURN LANE SKIP DASH	⑩ 6" WHITE NO CROSSING STRIPE	⑪ R1-1 STOP SIGN (30" x 30")
③ YELLOW LETTERS / SYMBOLS / PAVEMENT MARKINGS	⑫ 12" YELLOW DIAGONALS SPACED AT 75 FT C-C PER IDOT TC-13	⑬ R7-8 & R7-8P HANDICAP SIGN	

SITE DATA TABLE	
LOT AREA:	4.702 ACRES (204,838.8 SF)
BUILDING	
BUILDING AREA:	±42,314 SF
PARKING	
REQUIRED PARKING (3 STALLS / 1,000 SF):	127 STALLS
PROPOSED PARKING:	78 STALLS INCLUDING 4 ADA
FUTURE PARKING:	49 STALLS
TOTAL PARKING PROVIDED:	127 STALLS
STORMWATER FACILITIES	
STORMWATER FACILITY 1	
TOP OF BERM	= 845.80
EMERGENCY SPILLWAY ELEVATION	= 845.00
HWL	= 844.80
NWL	= 839.80
BOTTOM	= 839.70
PROVIDED DETENTION	= 1.872 AC-FT
STORMWATER FACILITY 2	
TOP OF BERM	= 846.00 (MIN.)
HWL	= 844.80
BOTTOM	= 841.00
PROVIDED DETENTION	= 0.397 AC-FT
STORMWATER DETENTION AND VOLUME CONTROL	
TOTAL REQUIRED DETENTION	= 2.224 AC-FT
TOTAL PROVIDED DETENTION	= 2.268 AC-FT
TOTAL VOLUME CONTROL REQUIRED	= 0.121 AC-FT
TOTAL VOLUME CONTROL PROVIDED	= 0.140 AC-FT
OUTLET CONTROL STRUCTURE (STM-2)	
RIM	= 846.40
INTERNAL WEIR WALL ELEVATION	= 844.80
100-YEAR ORIFICE ELEVATION	= 842.10
ORIFICE SIZE	= 3.20 INCHES
2-YEAR ORIFICE ELEVATION	= 839.00
ORIFICE SIZE	= 2.00 INCHES

PARKING LEGEND	
 BOLT 2.0 PARKING	52 STALLS (INCLUDING 2 ADA STALLS)
 PICKLEBALL PARKING	26 STALLS (INCLUDING 2 ADA STALLS)

VEHICLE MOVEMENT LEGEND	
→ BOLT 2.0 VEHICLE MOVEMENT	
→ PICKLEBALL VEHICLE MOVEMENT	





PINNACLE ENGINEERING GROUP
IL DESIGN FIRM 184.006289-0010

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

CHICAGO OFFICE:
1051 E. MAIN ST., SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300
(847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

BOLT 2.0
28884 N. ILLINOIS ROUTE 83
MUNDELEIN, IL

REVISIONS	

VEHICLE MOVEMENT AND SIGNAGE EXHIBIT

PEG JOB No. 5897.00-IL
BDJ
START DATE 10/03/24
SCALE 1" = 30'

SHEET
1
OF
1







Mayoral Proclamation

PROCLAIMING APRIL 2025 AS NATIONAL CHILD ABUSE PREVENTION MONTH (BLUE KIDS LAKE COUNTY) AND APRIL 4, 2025, AS WEAR BLUE DAY

WHEREAS, National Child Abuse Prevention Month is recognized throughout the United States as well as Lake County; and

WHEREAS, preventing child abuse and neglect is a problem that depends on community involvement, and effective child abuse prevention programs are successful because of partnerships among state and local government agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, created in 2011, Blue Kids Lake County promotes public awareness of child abuse through the creation and display of Blue Kids signs across the county through April and by providing educational material on its website; and

WHEREAS, there are several social service organizations in Lake County as well as park districts, libraries, exchange and rotary clubs, municipal and civic organizations, and private residents that have partnered with Blue Kids Lake County to prevent and promote awareness of neglect and abuse.

WHEREAS, National Child Abuse Prevention Month is a reminder of the ongoing efforts by those who work to support children and strengthen families and give abused and neglected children in our community, and around the country, a chance for a safe and positive future; and

BE IT FURTHER RECOGNIZED that the Village of Mundelein does hereby thank Blue Kids Lake County for its work to prevent child abuse and urges all residents to take an active role in supporting children and parents and creating safer, healthier communities.

NOW THEREFORE, BE IT PROCLAIMED, by the Mayor and Board of Trustees of the Village of Mundelein, Lake County, Illinois, that April be National Child Abuse Prevention Month as a reminder of the ongoing efforts by those who work to support children and strengthen families.

PROCLAIMED, signed, and sealed, this 24th day of March 2025, in the Village of Mundelein, Lake County, Illinois.

ATTEST:

Village Clerk

Mayor

To: Mayor and Board of Trustees

From: Isabel Guadarrama, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: 28884 and 28936 North IL Route 83 - Petition and Annexation of Property

Financial Impact:

N/A

Attachments:

None

Background:

See Annexation Public Hearing Report

Recommendation:

Motion to authorize staff to draft an ordinance approving the petition for annexation and annexing the property commonly known as 28884 and 28936 North IL Route 83.

To: Mayor and Board of Trustees

From: Isabel Guadarrama, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: 28884 and 28936 North IL Route 83 - Map Amendment, Design, and Parking Variance

Financial Impact:

N/A

Attachments:

None

Background:

See Annexation Public Hearing Report

Recommendation:

Motion to authorize staff to draft an ordinance for a map amendment and certain variations to the Zoning Ordinance for the properties at 28884 and 28936 North IL Route 83.

To: Mayor and Board of Trustees

From: Isabel Guadarrama, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: 28884 and 28936 North IL Route 83 - Annexation Agreement

Financial Impact:

N/A

Attachments:

None

Background:

See Annexation Public Hearing Report

Recommendation:

Motion to authorize staff to draft an ordinance approving and authorizing execution of an Annexation Agreement for property located at 28884 and 28936 North IL Route 83.

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: 2025 Zoning Map

Financial Impact:

N/A

Attachments:

1. O-25-03-9 - Exhibit A - Zoning Map
2. O-25-03-9 - Certificate of Publication

Background:

Section 11-13-19 of the Illinois Municipal Code requires municipalities to publish a zoning map each year no later than March 31st. The map must clearly show the existing zoning divisions and classifications for the preceding calendar year. This map is the Official Zoning Map and takes into account all changes made through December 31, 2024.

The notice was published in The Daily Herald on February 28, 2025. The public is given an additional 30 days following the Village Board meeting to submit comments.

Changes to the Village of Mundelein Zoning Map include, but are not limited to the following changes:

Rezoning:

There were no parcels requiring rezoning in 2024.

Annexation:

There were no parcels annexed into the Village of Mundelein in 2024.

Recommendation:

Motion to pass an Ordinance Granting Approval of the Official Zoning Map for the Village of Mundelein, Illinois.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on March 24, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-03-9
which is entitled

2025 Zoning Map

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 3/25/2025, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 3/25/2025.

Village Clerk

ORDINANCE NO. O-25-03-9

AN ORDINANCE GRANTING APPROVAL OF THE OFFICIAL ZONING MAP FOR THE VILLAGE OF MUNDELEIN, ILLINOIS

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes, and exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Mundelein, pursuant to State Statutes, reviews the Official Zoning Map of the Village of Mundelein on an annual basis; and

WHEREAS, certain amendments were made to the Official Zoning Map during the previous twelve months due to annexation or other actions consistent with required postings of due notice and Board approval.

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

SECTION I. The Official Zoning Map of the Village of Mundelein is hereby approved and attached as **Exhibit A**.

SECTION II. SEVERABILITY. If any section, clause, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days from and after its passage, approval, and publication in pamphlet form (which publication is hereby authorized) as required by law.

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

President

ADOPTED: Monday, March 24, 2025

APPROVED: Monday, March 24, 2025

ATTEST: _____

Village Clerk



	C-1, Neighborhood Commercial
	C-2, General Commercial
	C-3, Heavy Commercial
	C-4, Shopping Center
	C5-C, Corridor
	C5-MU, Mixed-Use
	C5-R, Residential
	C5-VC, Village Center
	I, Institutional

-  L-MU, Lakefront Mixed-Use
-  M-1, General Manufacturing
-  M-MU, Manufacturing Mixed-Use
-  O-R, Office-Research
-  OS, Open Space
-  R-1, Single-Family Residential
-  R-2, Single-Family Residential
-  R-3, Single-Family Residential
-  R-4, Two-Family Residential
-  R-5, Multi-Family Residential

[illegible]

Map of the study area showing the location of the proposed development. The map includes the Canadian National Railroad, Milwaukee Ave, and the Des Plaines River. A green polygon indicates the proposed development area.



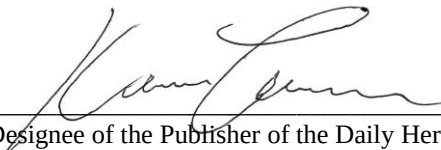
PUBLIC NOTICE
PUBLIC NOTICE IS HEREBY GIVEN that on March 24, 2025, at the hour of 7:00 p.m., there will be a public meeting before the Village Board at the Village Hall, 300 Plaza Circle, Mundelein, Illinois, to accept and approve the Village Zoning Map by passage of an Ordinance Granting Approval of the Official Zoning Map for the Village of Mundelein. Said Zoning Map incorporates all map amendments and correction of errors from the prior year.
This Notice is an invitation to all interested persons to submit oral or written testimony or other evidence concerning the above agenda item. Persons having questions are encouraged to call the Village of Mundelein at (847) 949 3282. The Village will accept comments regarding the Zoning Map for 30 days after the passage of the Ordinance.
Said Zoning Map is available for review at the Village Clerk's Office, 300 Plaza Circle, Mundelein, Illinois 60060 during regular business hours or on the Village website at www.mundelein.org.
Dated this 6th day of March 2025
Karen Walsh, Village Clerk
Village of Mundelein
Published in Daily Herald Feb. 28, 2025 (280988)

CERTIFICATE OF PUBLICATION
Paddock Publications, Inc.

Lake County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 02/28/2025 in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY 
Designee of the Publisher of the Daily Herald

Control # 280988 *LAKE*



To: Mayor and Board of Trustees

From: Isabel Guadarrama, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: PZC-21-2024 - 540 & 555 North Seymour Avenue - Disposition of Property

Financial Impact:

N/A

Attachments:

1. PZC Minutes 3-5-2025
2. Findings of Fact
3. Petitioners Packet
4. Certificate of Publication for 555 North Seymour Avenue

Background:

The Community Development Department received a variance application from property owner Willard Strom, who plans to construct a four-unit townhouse at 540 North Seymour Avenue. Situated within the C-5-C Downtown Zoning District, this zoning allows for the development of townhomes with three or more units. However, due to the lot's unique shape and size, Mr. Strom requests a variance from the Zoning Ordinance to allow the townhouse to face north, toward the interior property line, rather than east, towards the front property line along Seymour Avenue.

Mr. Strom initially reached out several years ago to better understand the process and requirements for his project. At that time, the Village was in the process of installing a new parking lot directly to the north of the subject property, which would include a buffer zone of roughly 2,000 square feet between the subject property and the parking lot. Mr. Strom engaged with Village staff about the possibility of acquiring this buffer to help create a more welcoming entrance to the building as shown in Figure 1. After receiving preliminary approval, he proceeded with the architectural design and land acquisition from the Village.

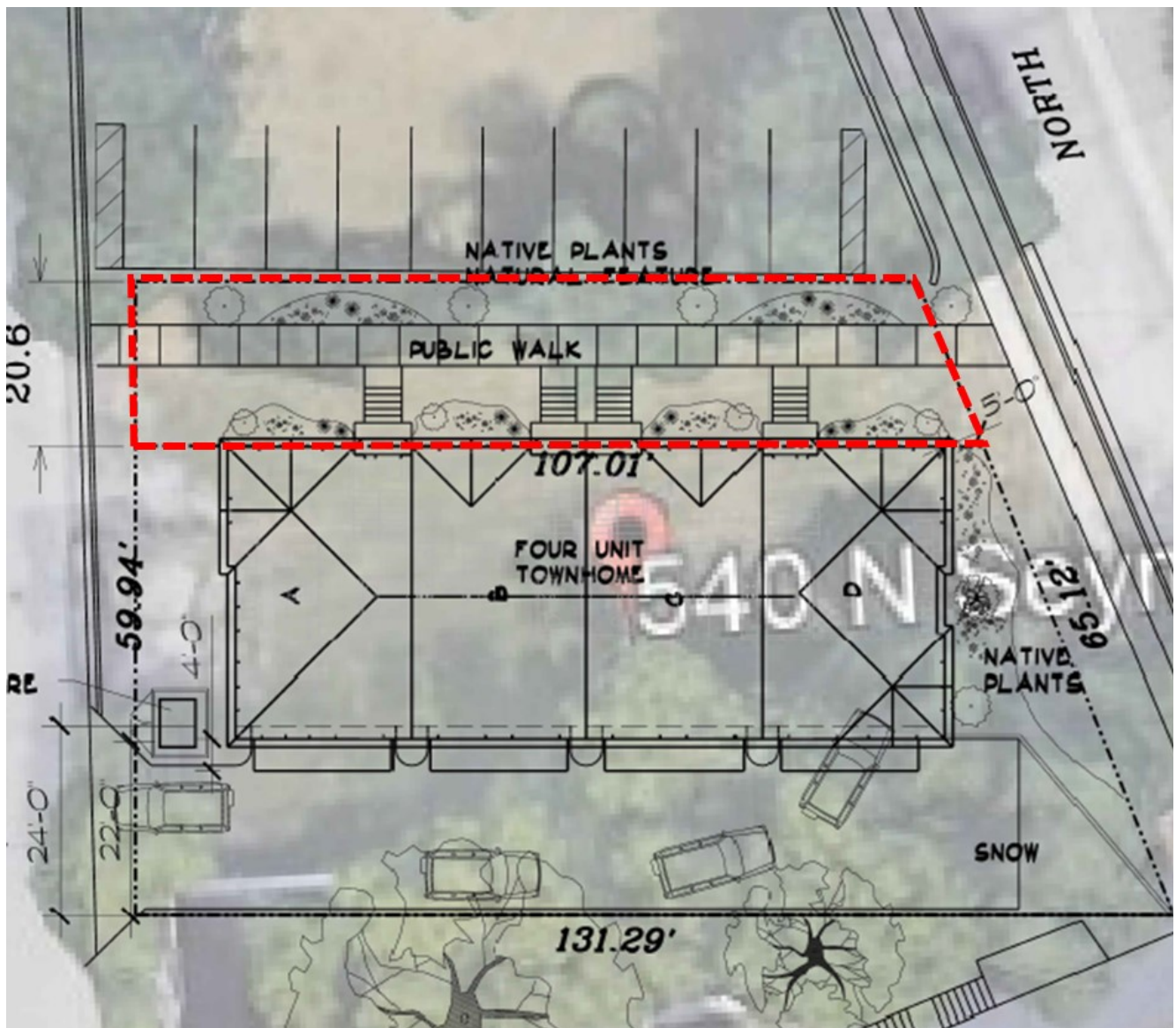


Figure 1 Village Property to accommodate the building entrance and sidewalk

The Village solicited alternative proposals in the Daily Herald for the sale and redevelopment of the specified portion of the property at 555 North Seymour Avenue. As of now, no additional proposals have been received. The only proposal on file is from Mr. Strom.

The proposed townhouse development consists of four units, each approximately 1,700 square feet, with two and a half baths, three bedrooms, and an attached two-car garage. The additional land will accommodate a sidewalk and the entrance to the building. If the variation is approved, Mr. Strom anticipates beginning construction in early spring of this year.



Figure 2 Rendering of proposed townhomes

Variances Requested

Section 20.36.050(E)(1)(a) of the Zoning Ordinance outlines orientation for buildings in the C-5 Downtown Zoning District. Notably, it requires all buildings to be oriented with its primary façade towards the primary public street on which it fronts, Seymour Avenue. The proposed building does not face the primary street, but the interior lot line adjacent to the public parking lot. However, it does connect the main entrances to the public sidewalk along Seymour Avenue through a private walkway.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing to consider the variance on March 5, 2025.

The Commission recommended approval of the variance by a vote of 6 to 0, with the condition that the lower-level windows on the building's eastern façade be enhanced.

Analysis

Mr. Strom demonstrated his commitment to this project over the years through ongoing communication with the Village and responsiveness to staff feedback.

While the building and units faces the interior side lot line, the design adheres to the zoning ordinance's other aesthetic requirements. The unique nature of the lot dictates that the proposed number of units and their respective entrances would not fit within the available width of the property if all entrances were required to face Seymour Avenue. This would have necessitated shared entrances for some units or a reduction in the overall number of units to accommodate

entrances facing the street. The response to staff's request to orient the eastern unit along Seymour Avenue was designing the façade of the side-facing units to carry over the characteristics of the front facade. At the public hearing, the Commission challenged the Architect to carry over even more of the characteristics of the front by adding more windows to the lower level.

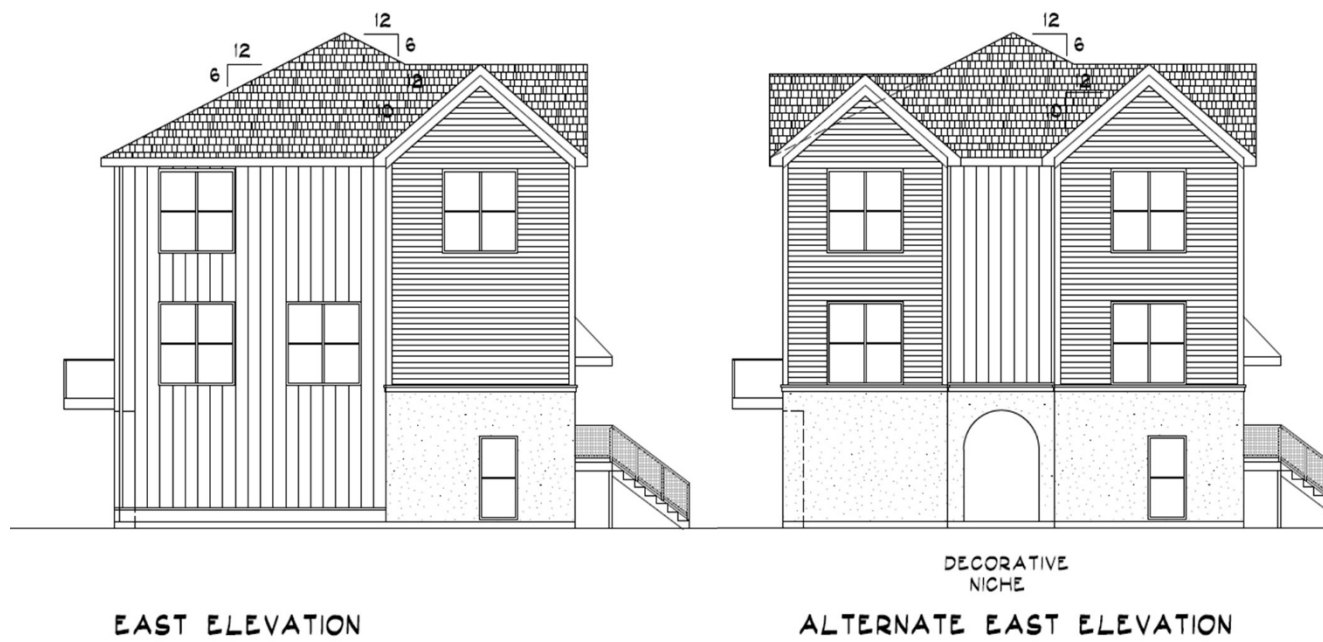


Figure 3 Original Elevation vs. Revised Elevation along Seymour Avenue

Furthermore, Mr. Strom's initial renderings featured a simple stockade wooden fence. While there are no specific requirements for the type or material of the fence, staff encouraged a more visually appealing design that better complements the surrounding environment. As an alternative, staff suggested an iron fence, similar to the one used at Morris Station. This style is considered more welcoming, aesthetically pleasing, and in harmony with the building's materials, ultimately enhancing the overall design. To maintain the privacy typically provided by a stockade fence, staff recommended incorporating landscaping, such as bushes, on either side of the fence. Mr. Strom provided two alternatives to the plain stockade fence, both of which would be suitable for the area, though there remains a preference for the iron fence due to its superior aesthetic and integration with the surroundings, including the new development across the street.

This project follows some guidance within Mundelein's Residential Design Guidelines, particularly with its proposed access through the alley. Staff also recommended that the refuse area be located at the rear of the property, along the alley, to minimize visibility from the primary street. This design choice is consistent with other properties adjacent to the alley, all of which have designated refuse areas at the rear.

Overall, this development is situated within the redevelopment area of Downtown Mundelein, where new projects are expected to raise the bar in terms of esthetics and quality. In addition to enhancing the local environment, this development contributes to addressing the national shortage of housing

by maximizing the potential of the lot. By orienting the building thoughtfully, Mr. Strom is ensuring that the property makes the most efficient use of the available space.

Recommendation:

Motion to authorize the Village Administrator to finalize the disposition of a certain portion of the property at 555 North Seymour Avenue to the Applicant.

NEW BUSINESS

PUBLIC HEARING - PZC-21-2024 - 540 N Seymour Avenue - Townhomes

Open Public Hearing

The commission opened the public hearing.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Staff Presentation

I. Guadarrama gave the attached PowerPoint presentation with a brief overview and history of the case. The applicant is requesting the approval of a variation for a townhouse building to be oriented in a direction other than the primary public street in the C-5-C Downtown Corridor zoning district.

Petitioner Presentation

The Petitioner was sworn in. They spoke to the orientation and shape of the site, and discussed the challenge in orienting the building towards the public right of way.

Public Commentary

Chairman T. Roswick opened the floor to public commentary.

In advance of the meeting, staff received one email containing public commentary, which is attached. Public commentary at the meeting was as follows:

Kevin and Janine Walsh own a building to the west of this project. They spoke for Mike Majestic as well, who submitted written commentary. They are both concerned about residents cutting through their properties to get to Route 45. They also asked about trash location and servicing (cans inside garages).

Chairman T. Roswick closed the floor to public commentary.

Request to recommend approval/denial of a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance requesting a waiver from the building orientation requirement to permit the primary facade of the building to be oriented in a direction other than the primary public street within the C-5-C Downtown Corridor zoning district for the property located at 540 N. Seymour Avenue.

Commissioners briefly discussed the project and the variation request. The commissioners agreed that the shape of the lot presented a unique hardship, and that it would be impossible to face the building towards the public right-of-way due to its linear shape. There was discussion on whether it was feasible to turn only the last unit to face the roadway, but K. Anderson commented that it would require significant changes to the floor plan. The commission discussed wanting a condition to enhance the windows facing Seymour Avenue on the lower level, ideally by adding a second window panel to match the windows on the upper stories. No comments were received from Morris Station across the street. It was noted that the fence would need to be setback 5' from the street.

J. Holden moved, seconded by K. Anderson a **Motion** to recommend approval of a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance requesting a waiver from the building orientation requirement to permit the primary facade of the building to be oriented in a direction other than the primary public street within the C-5-C Downtown Corridor zoning district for the property located at 540 N. Seymour Avenue, and approval of the Findings of Fact as written, with the following condition:

1. The windows on the lower level, facing Seymour Avenue, must be enhanced.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Jennifer Holden
SECONDER:	Commissioner Kevin Anderson
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Close Public Hearing

S. Petti moved, seconded by K. Anderson a **Motion** to close the public hearing.

RESULT:	[Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson

AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

QUESTIONS AND COMMENTS

There were no questions or comments.

ADJOURNMENT

S. Schneckloth moved, seconded by S. Petti a **Motion** to adjourn the meeting at 8:32 PM.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Steven Petti
AYES:	Terry Roswick, Kevin Anderson, Jennifer Holden, Steven Petti, Sophia Schneckloth, Kevin Teehan
NAYS:	None
ABSTAIN:	None

An architectural rendering of a three-story townhome complex. The building features light brown horizontal wood siding on the upper two floors and grey brickwork on the ground floor. Each unit has a gabled roof with dark grey shingles and a small dormer window. Large, multi-paned windows are visible on all levels. The ground floor includes small windows and entrances with dark metal stairs and railings. The building is surrounded by lush greenery, including trees and flowering shrubs in shades of pink, yellow, and purple. A paved walkway runs along the front of the property.

Village Staff Overview: 540 N. Seymour Avenue

MARCH 5, 2025

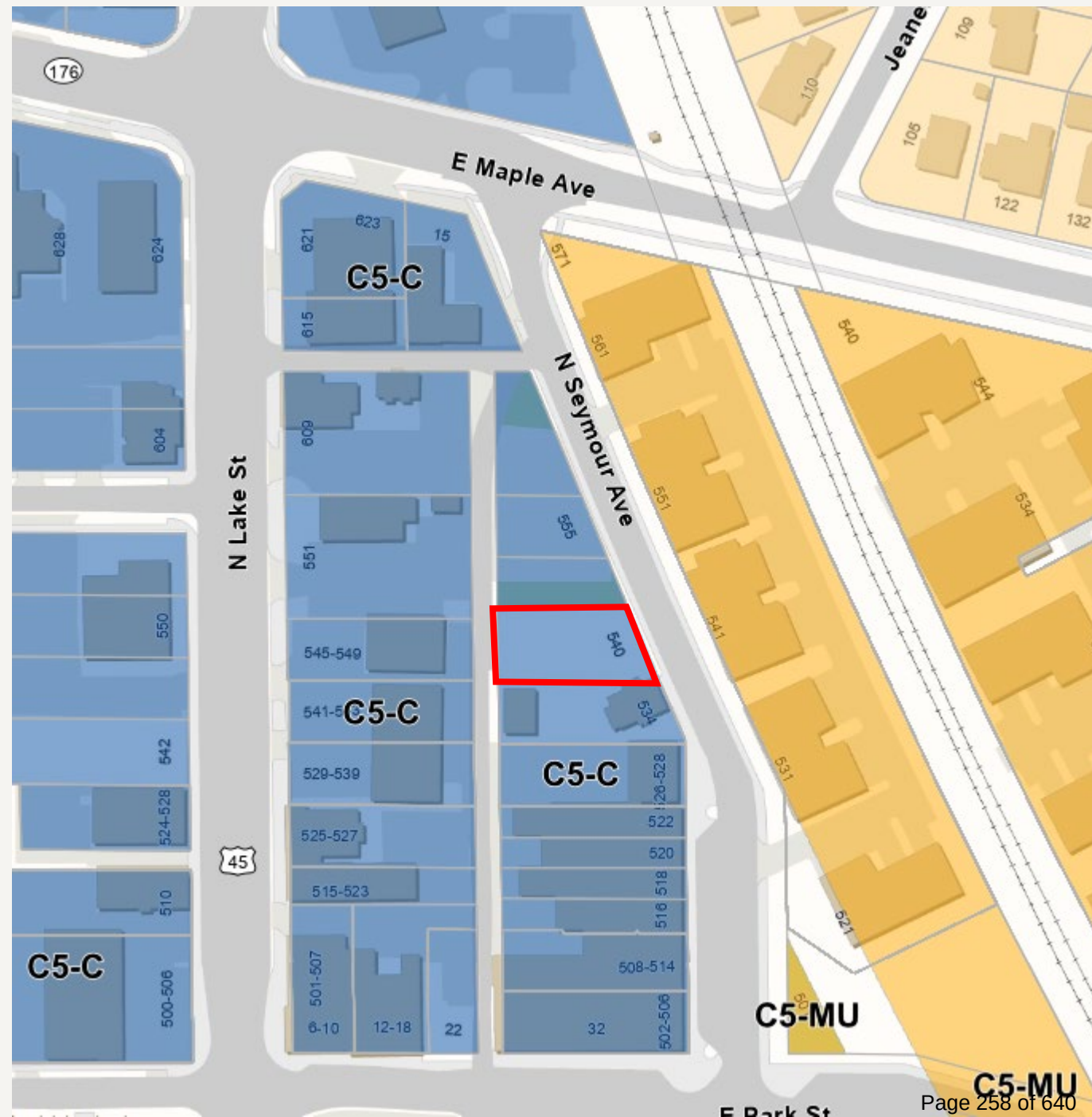
540 N. Seymour Avenue

Property Owner: Willard Strom

Current Zoning: C-5 Downtown Zoning District

Current Use: Vacant

Application: Variance to Section 20.36.050 (E)(1)(a)



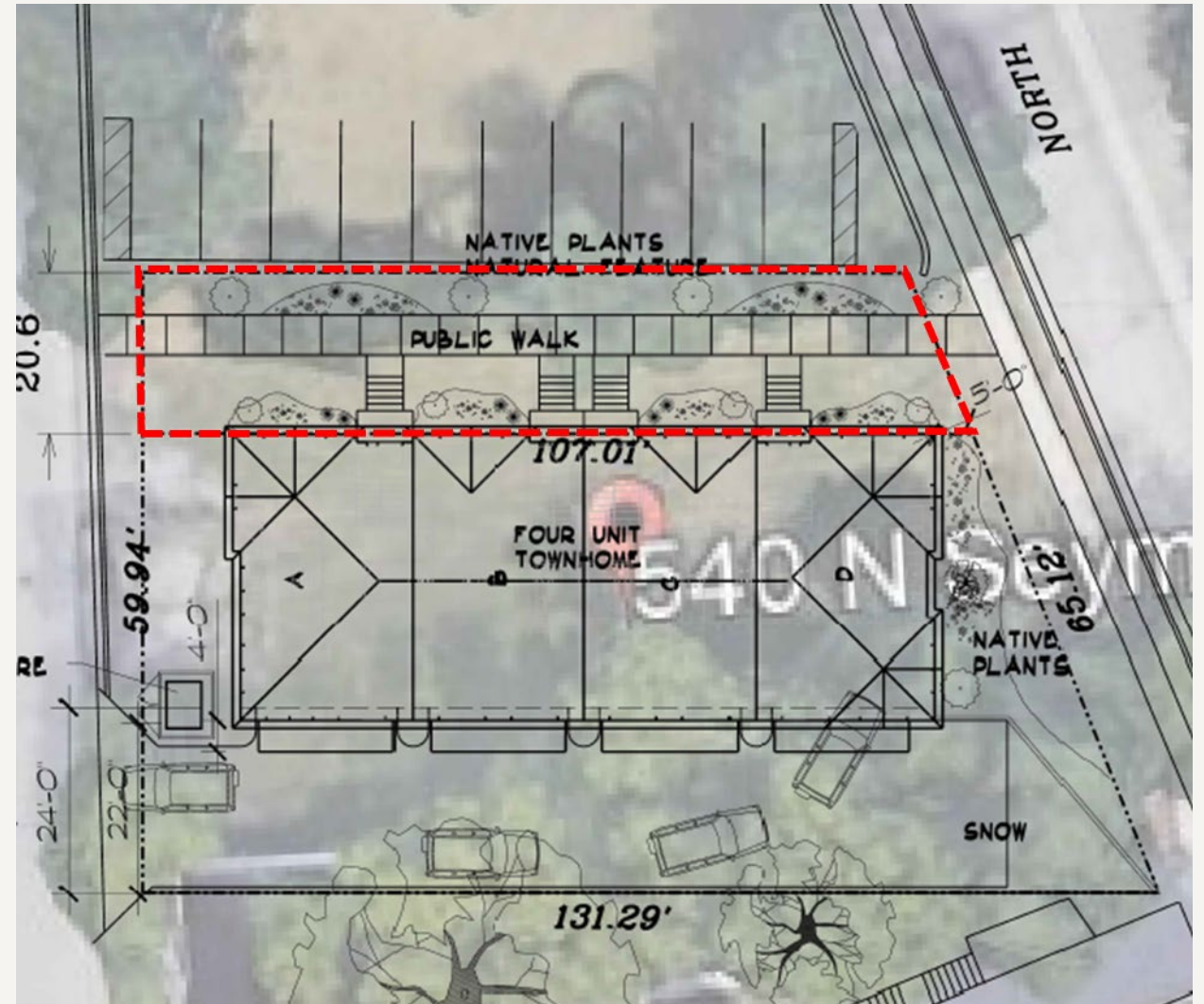
Background

Vacant Lot

Project in motion for a few years

Village property (parking lot) to the north

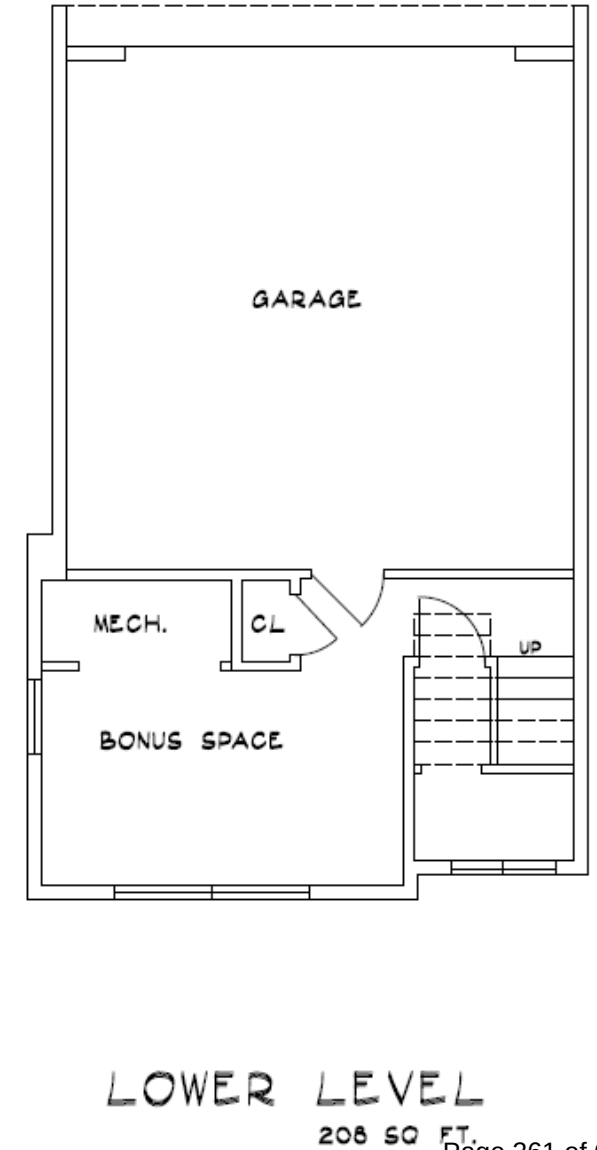
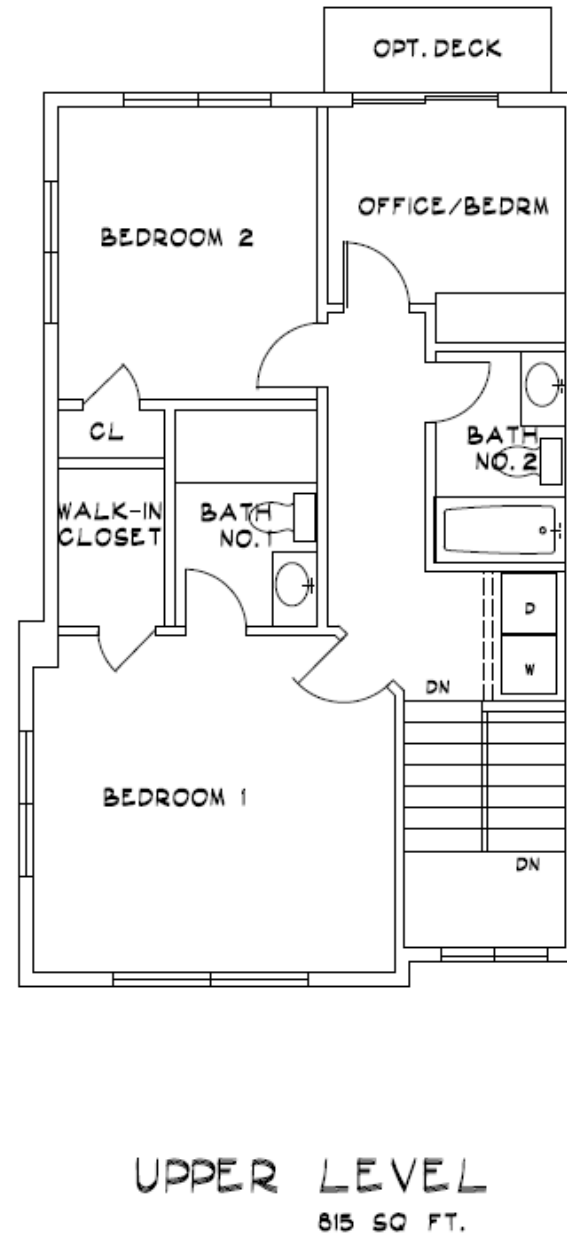
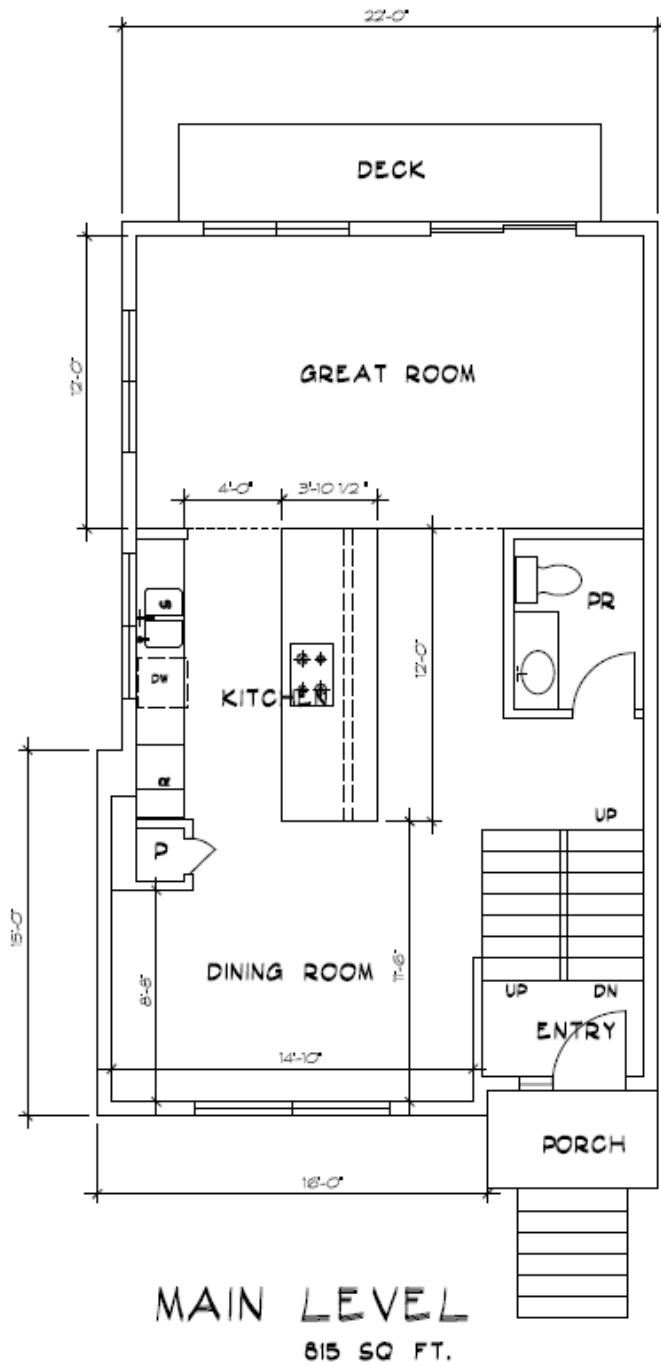
The area in red is part of a land acquisition request to the Village Board.

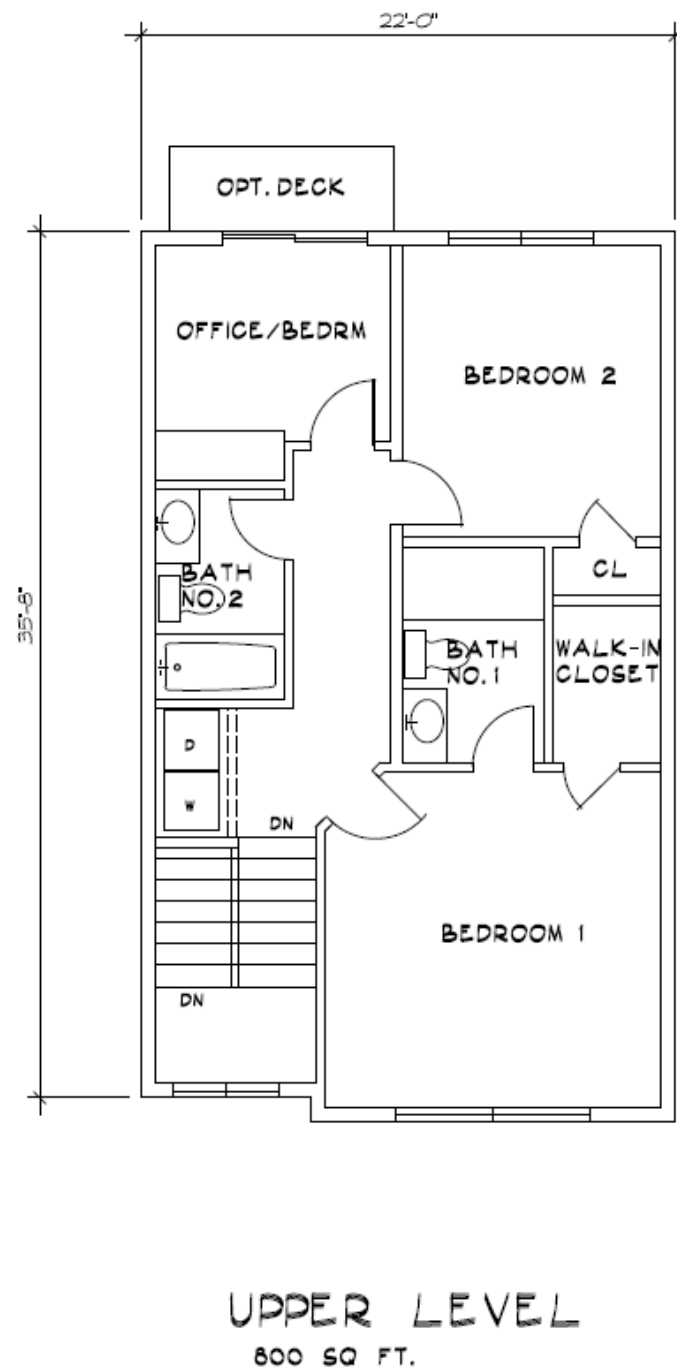
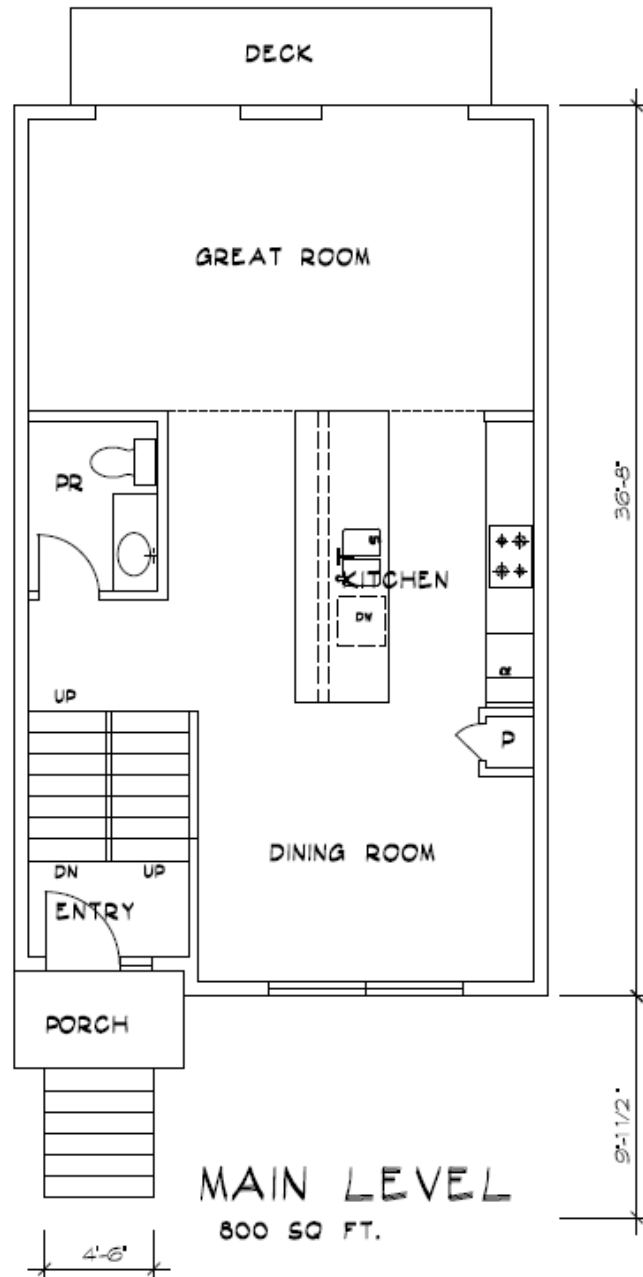


Exterior Building

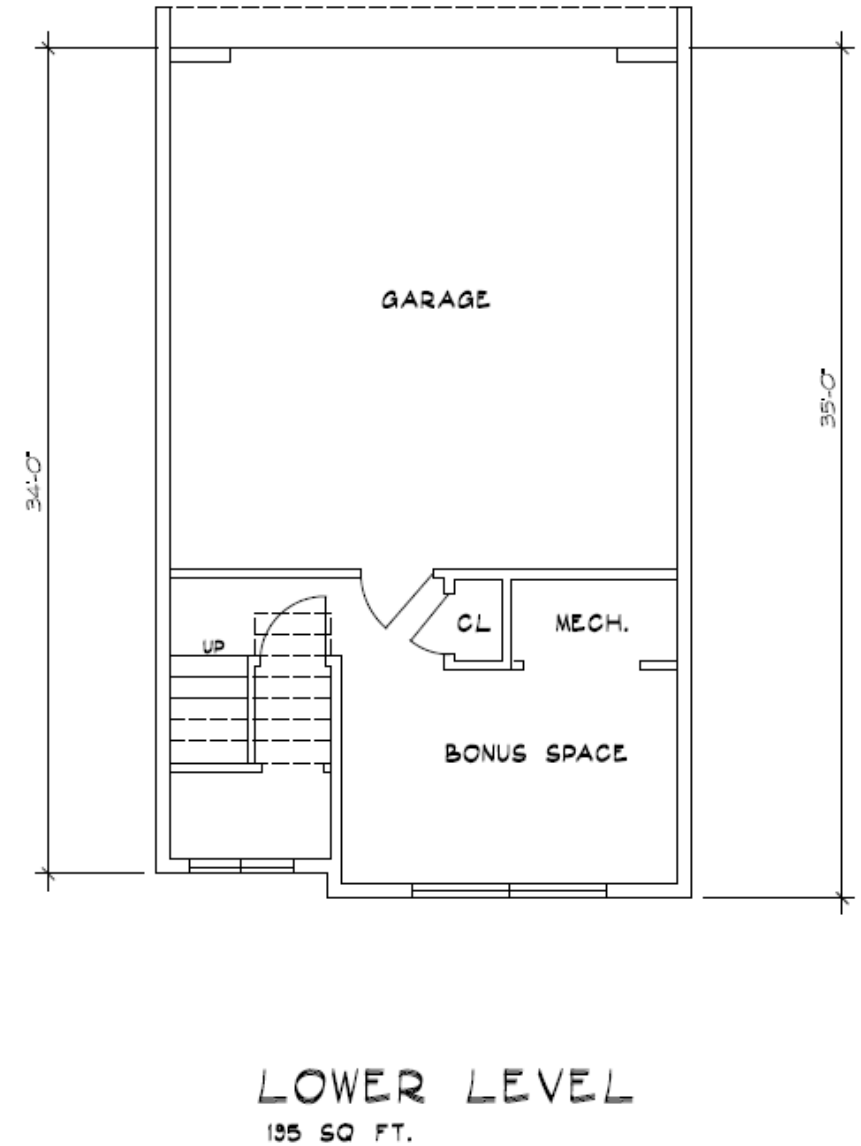


CORNER UNIT FLOOR PLANS



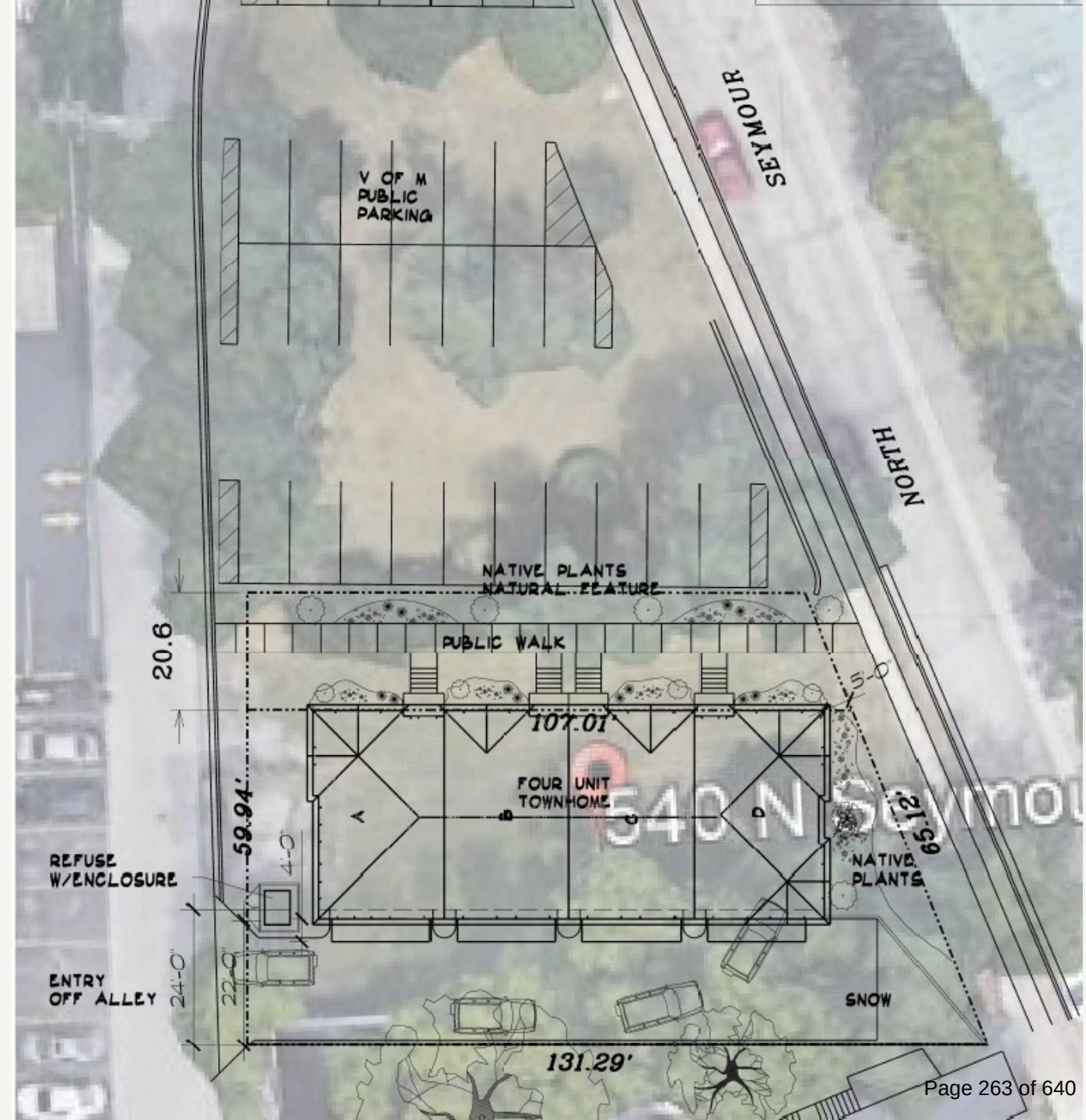


TYPICAL UNIT FLOOR PLANS



Variance Request

Section 20.36.050(E)(1)(a) of the Zoning Ordinance requires all buildings to be oriented with its primary façade towards the primary public street on which it fronts.



Analysis

- Building adheres to the zoning ordinance's aesthetic requirements
- Entrance to property from the alley aligns with Mundelein's Residential Design Guidelines – it allows for a safer and rewarding streetscape for pedestrians

Analysis



- Proposed façade along Seymour mirror characteristics of the main façade

Analysis





Options for fence



Public Comments

Concerns regarding:

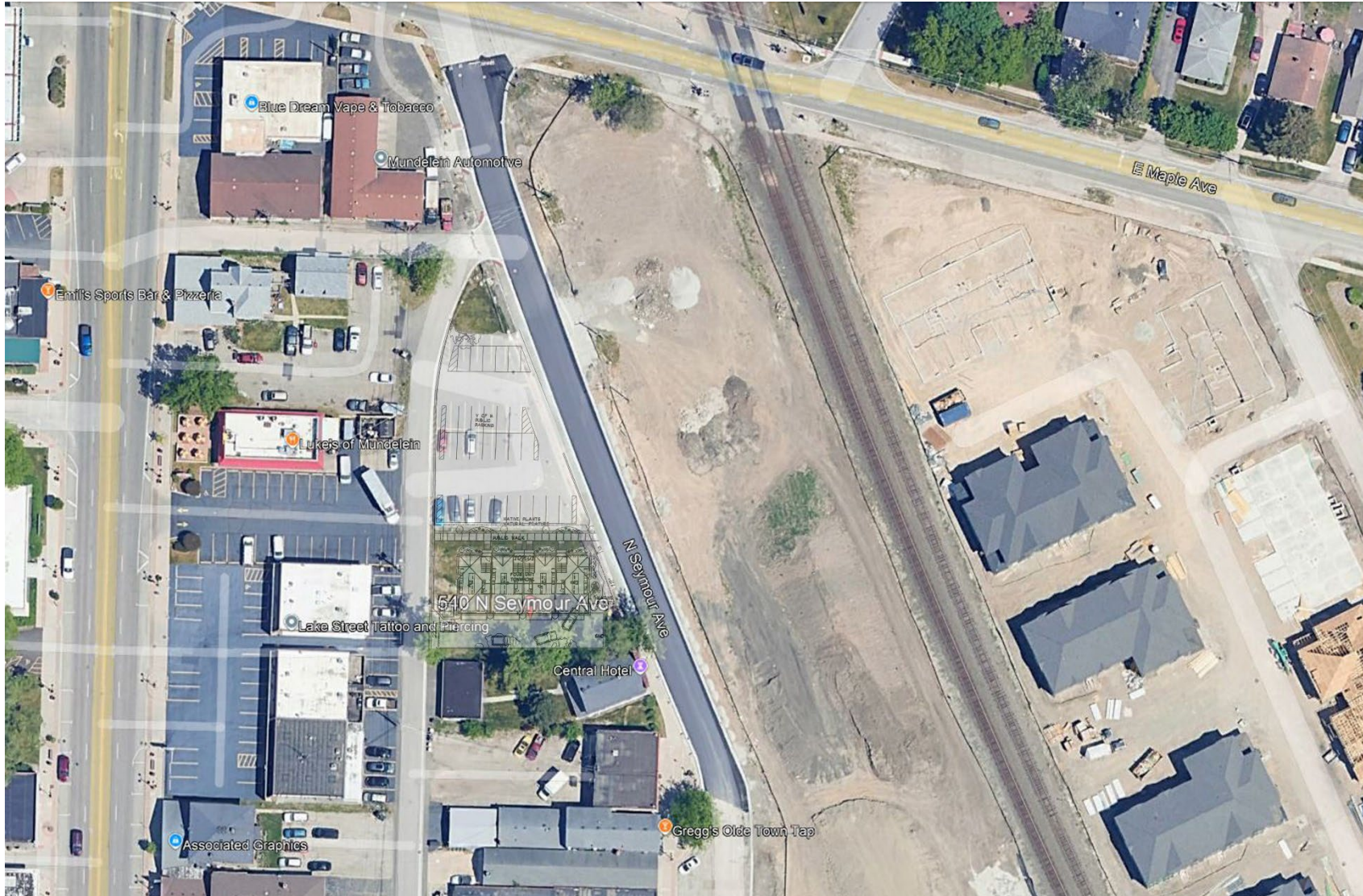
- Snow plowing
- Residents taking shortcuts through other properties to get to alley

Recommendation

Motion to recommend **approval/denial** of a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance, requesting a waiver from the building orientation requirement to permit the primary façade of the building to be oriented in a direction other than the primary public street, within the C-5-C Downtown Zoning District, for the property located at 540 N. Seymour Avenue.

It should also be noted that this request is part of a land acquisition request to be considered by the Village Board. These plans will only be valid with the approval of the land acquisition at the Board level.

The new municipal parking lot just North, suggests we face all the building fronts towards the North in order to create a more inviting visual gateway into downtown Mundelein and also allows us to screen the garage entrances to the South out of public view.



From: [Isabel Guadarrama](#)
To: lukeofmundelein@aol.com
Bcc: [Amanda Orenchuk](#)
Subject: RE: EXTERNAL -Public Commentary, Case PZC-21-2024
Date: Wednesday, March 5, 2025 11:37:00 AM

Hello Mike,

Thank you for reaching out. Here are the updates regarding your inquiries:

1. **Snow Removal:** I've contacted our Public Works Director, and currently, there is no formal snow removal plan in place. However, snow will be cleared and stored within the boundaries of the property. Regarding the new development, the property owner will be responsible for managing snow within their property, just as all property owners are expected to do.
2. **Traffic Flow:** The alley is designated as two-way, so access to the alley will be available from both Seymour and Park streets.
3. **Staging Area:** At this point, there is no designated staging area, as the development has not yet been approved and no building permits have been submitted.
4. **Agenda Materials:** You can find all relevant materials under the agenda here: <https://mundeleinil.portal.civicclerk.com/event/247/files/agenda/1035>
5. **Building Access:** Access to the building will be via the alley.

Let me know if you need further clarification or have additional questions. Your questions will be forwarded to the Commissioners. Additionally, you are welcome to address any comments or concerns tonight.

-Isabel

From: lukeofmundelein@aol.com <lukeofmundelein@aol.com>
Sent: Wednesday, March 5, 2025 10:24 AM
To: Planning <planning@mundelein.org>; Isabel Guadarrama <iguadarrama@mundelein.org>; Info <info@mundelein.org>
Subject: EXTERNAL -Public Commentary, Case PZC-21-2024

Caution: This message originated outside of the Village of Mundelein -- DO NOT CLICK on links or open attachments unless you are sure the content is safe. If you have any doubt, contact the sender by phone to confirm.

To whom it may concern,

This commentary is to be submitted for review by the PZC during the public hearing on 3-5-25 concerning Case PZC-21-2024.

-Please respond with the Snow Location Area for both the new development and also

the adjacent Public Parking Lot.

-Please respond with the expected traffic flow for the residents once they are moved in. Is it anticipated that they would use the alley to get to Park St (near the Mundelein mural) or Seymour Ave (near Mundelein Automotive)?

-Please respond with the route (and staging area) which all construction vehicles (and equipment) will use for the development of this lot and also the construction of this property

-Please send the plat of survey for the proposed property

-Please respond if a cut-out to Seymour has been discussed and the results of that discussion

Side note: I sent an email concerning this development to planning@mundelein.org on 2-25-25 which went unanswered. I followed up a week later and was told it was never received. I am therefore requesting confirmation that this email was received and will be submitted to the PZC for discussion.

Please confirm that this email was received and will be submitted to the PZC for discussion

Thank you,

Mike Majestic

Luke's of Mundelein
551 N. Lake St. Mundelein, IL 60060

lukesofmundelein.com

P-847-566-9798

FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-21-2024
PUBLIC HEARING DATE	March 5, 2025
VARIATION	Waiver to allow the building to face the interior side lot line
DRAFT MOTION	Motion to recommend approval or denial of a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance, requesting a waiver from the building orientation requirement to permit the primary façade of the building to be oriented in a direction other than the primary public street, within the C-5 Downtown Zoning District, for the property located at 540 N. Seymour Avenue.
On March 5, 2025, the Planning and Zoning Commission voted ___-___ for approval or denial of a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance, requesting a waiver from the building orientation requirement to permit the primary façade of the building to be oriented in a direction other than the primary public street, within the C-5 Downtown Zoning District, for the property located at 540 N. Seymour Avenue.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
<i>DRAFT APPROVAL</i>	Strict enforcement of this Ordinance would create an undue hardship for the Petitioner due to the unique size and shape of the lot. Specifically, the proposed building's width would not be feasible within the lot's dimensions if oriented to face the primary street, making compliance with the Ordinance impractical.
<i>DRAFT DENIAL</i>	The Commission determined that the strict application of the terms of this Ordinance would not result in undue hardship for the Petitioner. The Petitioner did not sufficiently demonstrate any hardship or unique circumstances specific to the Subject Property. The project involves new construction, and there are ample opportunities to comply with the code as written.
2. The plight of the owner is due to unique circumstances;	
<i>DRAFT APPROVAL</i>	The property is affected by unique circumstances, primarily due to the lack of development on the adjacent property, which results in increased exposure to its surroundings. These conditions are beyond the control of the Petitioner and Property Owner, and contribute to the property's distinctive characteristics.
<i>DRAFT DENIAL</i>	The plight of the owner is not due to unique circumstances since the Zoning Ordinance intentionally requires building facades to face the primary street.
3. The variation, if granted, will not alter the essential character of the locality;	
<i>DRAFT APPROVAL</i>	The requested variation will not alter the essential character of the locality, as the proposed use aligns with the residential development already present adjacent to the Subject Property. Additionally, to further integrate the development with its surroundings, the Petitioner plans to install similar architectural elements and landscaping throughout the property, which will help mitigate the visual impact of the residential building.
<i>DRAFT DENIAL</i>	If the variation is granted, it would change the essential character of the locality by permitting a greater number of residential units on a lot that is typically designated for fewer units.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
<i>DRAFT APPROVAL</i>	The shape, size, and topographical condition of the Subject Property create a hardship for the property owner, distinguishing it from a mere inconvenience, if the strict application of the regulations is enforced. Strict adherence to the Zoning Ordinance would result in a building with fewer residential units on the property. A smaller scale than the development across the street.
<i>DRAFT DENIAL</i>	The Commission finds that the shape, surroundings, and topographical conditions of the property do not create a hardship. The Petitioner failed to demonstrate any unique circumstances or hardships specific to the Subject Property. As the proposed project involves new construction, there are ample opportunities to comply with the code.

2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
<i>DRAFT APPROVAL</i>	The Commission finds that the Petitioner has successfully demonstrated that the requested variation was not caused by any person currently holding a proprietary interest in the Subject Property. The unique size and shape of the lot limits the setback, and bulk of the development.
<i>DRAFT DENIAL</i>	The Commission finds that the Petitioner has created this hardship and could build a development that follows all the zoning requirements.
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
<i>DRAFT APPROVAL</i>	The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.
<i>DRAFT DENIAL</i>	The granting of the requested variation will be detrimental to the public welfare in which the property is located.
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
<i>DRAFT DENIAL</i>	The proposed variation will impair the adequate supply of light and air to adjacent properties, significantly increase congestion on public streets, and negatively impact property values within the neighborhood.
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
<i>DRAFT DENIAL</i>	The Commission finds that the proposed variation is inconsistent with the Zoning Ordinance, which outlines specific regulations for building orientation on downtown properties. The Petitioner did not adequately demonstrate any hardship or unique circumstances specific to the Subject Property.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
<i>DRAFT APPROVAL</i>	The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
<i>DRAFT DENIAL</i>	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-21-2024
PUBLIC HEARING DATE	March 5, 2025
MOTION	Motion by J. Holden seconded by K. Anderson to recommend approval of a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance, requesting a waiver from the building orientation requirement to permit the primary façade of the building to be oriented in a direction other than the primary public street, within the C5-C Downtown Zoning District, for the property located at 540 N. Seymour Avenue with conditions.
On March 5, 2025, the Planning and Zoning Commission voted 6-0 for approval of a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance, a waiver from the building orientation requirement within the C5-C Downtown Zoning District, for the property located at 540 N. Seymour Avenue with conditions.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
Strict enforcement of this Ordinance would create an undue hardship for the Petitioner due to the unique size and shape of the lot. Specifically, the proposed building's width would not be feasible within the lot's dimensions if oriented to face the primary street, making compliance with the Ordinance impractical.	
2. The plight of the owner is due to unique circumstances;	
The property is affected by unique circumstances, primarily due to the lack of development on the adjacent property, which results in increased exposure to its surroundings. These conditions are beyond the control of the Petitioner and Property Owner, and contribute to the property's distinctive characteristics.	
3. The variation, if granted, will not alter the essential character of the locality;	
The requested variation will not alter the essential character of the locality, as the proposed use aligns with the residential development already present adjacent to the Subject Property. Additionally, to further integrate the development with its surroundings, the Petitioner plans to install similar architectural elements and landscaping throughout the property, which will help mitigate the visual impact of the residential building.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The shape, size, and topographical condition of the Subject Property create a hardship for the property owner, distinguishing it from a mere inconvenience, if the strict application of the regulations is enforced. Strict adherence to the Zoning Ordinance would result in a building with fewer residential units on the property. A smaller scale than the development across the street.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The Commission finds that the Petitioner has successfully demonstrated that the requested variation was not caused by any person currently holding a proprietary interest in the Subject Property. The unique size and shape of the lot limits the setback, and bulk of the development.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	

The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

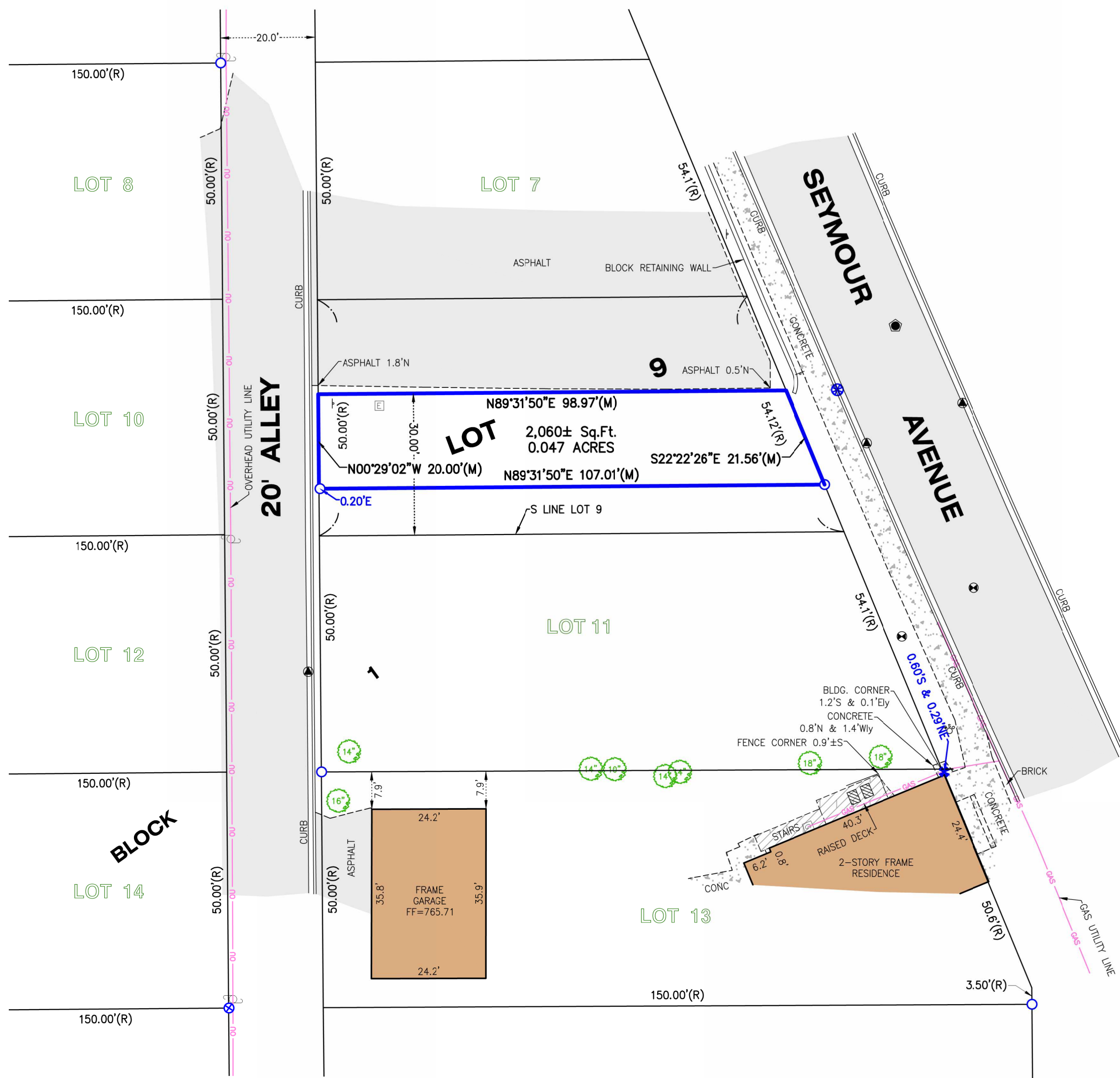
The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.



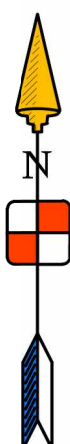
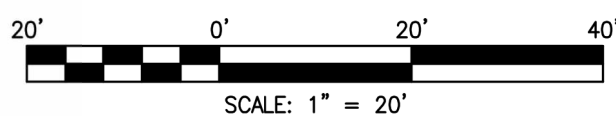
Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

PLAT OF SURVEY

The North 20.00 feet of the South 30.00 feet of Lot 9 in Block 1 of the Town of Holcomb (now Mundelein), being a Subdivision of part of the Southwest Quarter of Section 19, and the Northwest Quarter of Section 30, Township 44 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded June 10, 1886 as Document No. 33999, in Book 'A' of Plats, page 58, in Lake County, Illinois.



LEGEND	
	AIR CONDITIONER
	CATCH BASIN
	ELECTRIC METER
	FOUND CROSS
	FOUND IRON BAR
	FOUND IRON PIPE
	FOUND MAG NAIL
	GAS METER
	SANITARY MANHOLE
	SET CROSS
	SIGN
	STORM MANHOLE
	TREE
	UTILITY POLE
	VALVE VAULT
	WATER SHUT-OFF
(D)	DEED
(R)	RECORD
(M)	MEASURE



CLIENT: WILLARD STROM
DRAWN BY: JGK CHECKED BY: TVA
SCALE: 1"=20' SEC. 19 T. 44 R. 11 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 11-19-315-019
JOB NO.: 240800 I.D. LSV
FIELDWORK COMP.: 09/21/24 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL REF:
PARTS THEREOF CORRECTED TO 68° F.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.

- * No distance should be assumed by scaling.
- * No underground improvements have been located unless shown and noted.
- * No representation as to ownership, use, or possession should be hereon implied.
- * This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

STATE OF ILLINOIS)
COUNTY OF McHENRY) S.S.

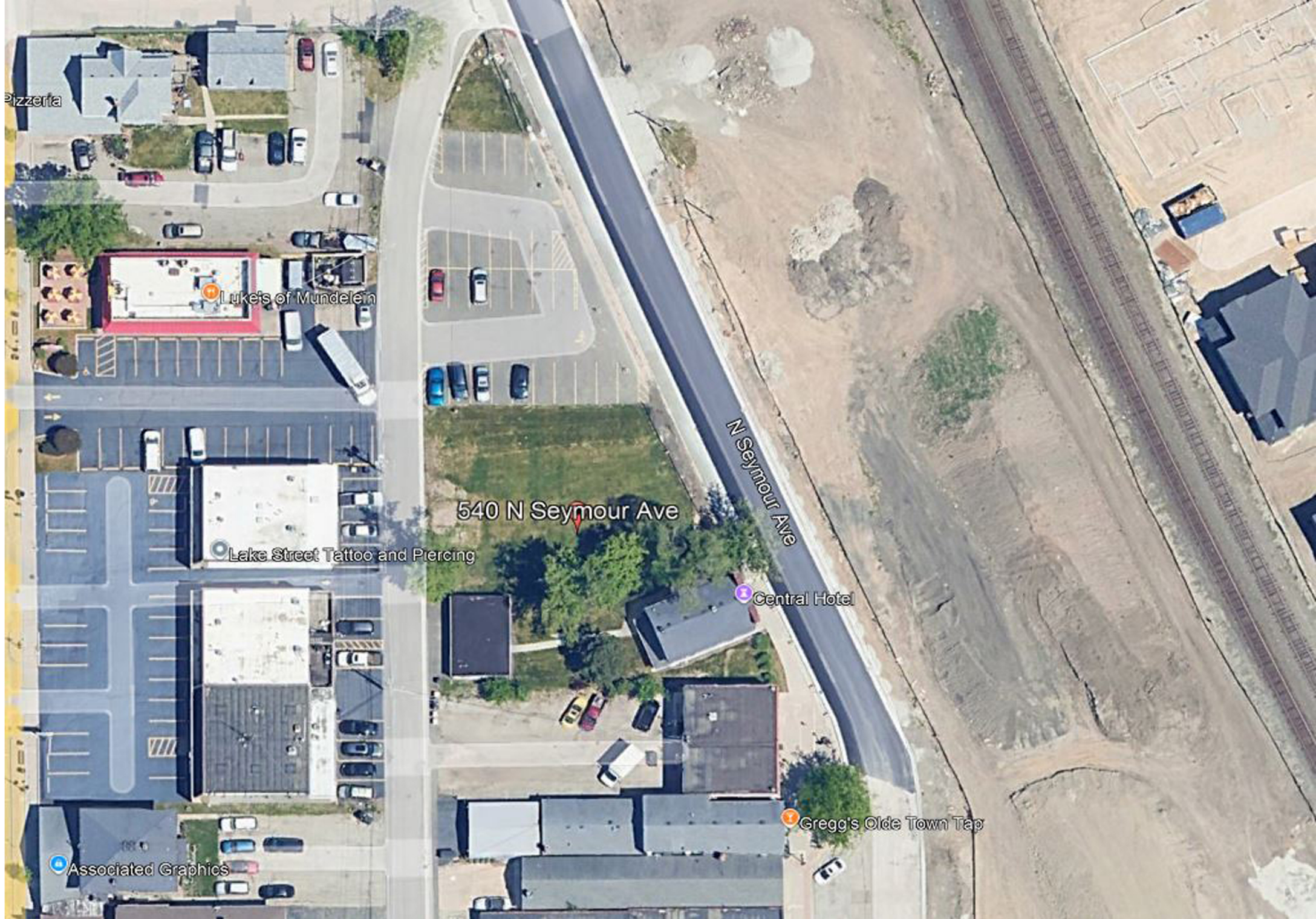
In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 2/13 A.D., 20 25.

Vanderstappen Land Surveying Inc.
Design Firm No. 184-002792

By:
Illinois Professional Land Surveyor No. 3055





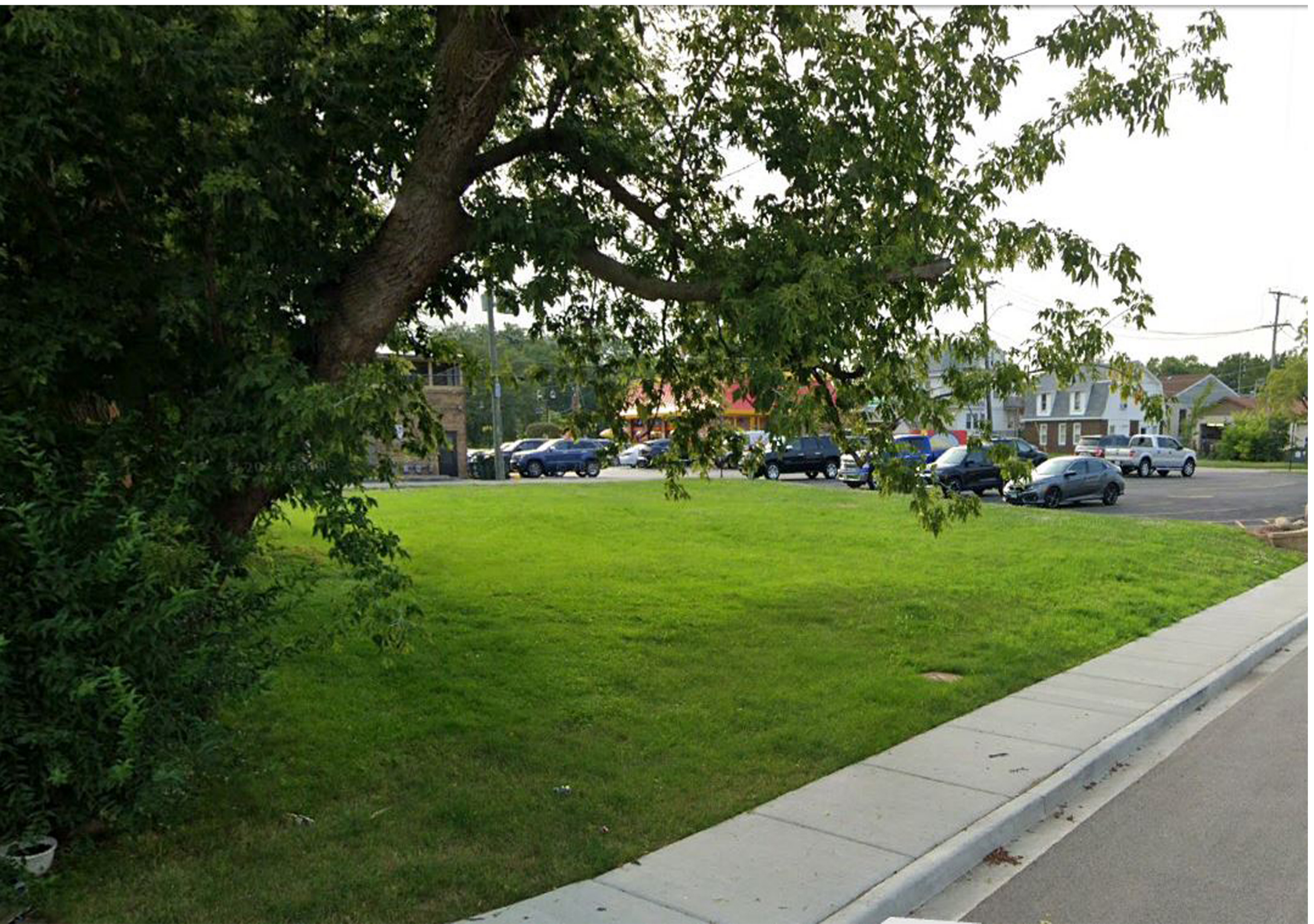
Aerial Site Photo



View West from Seymour Ave.



View NW from Seymour Ave.



View NW from Seymour Ave.



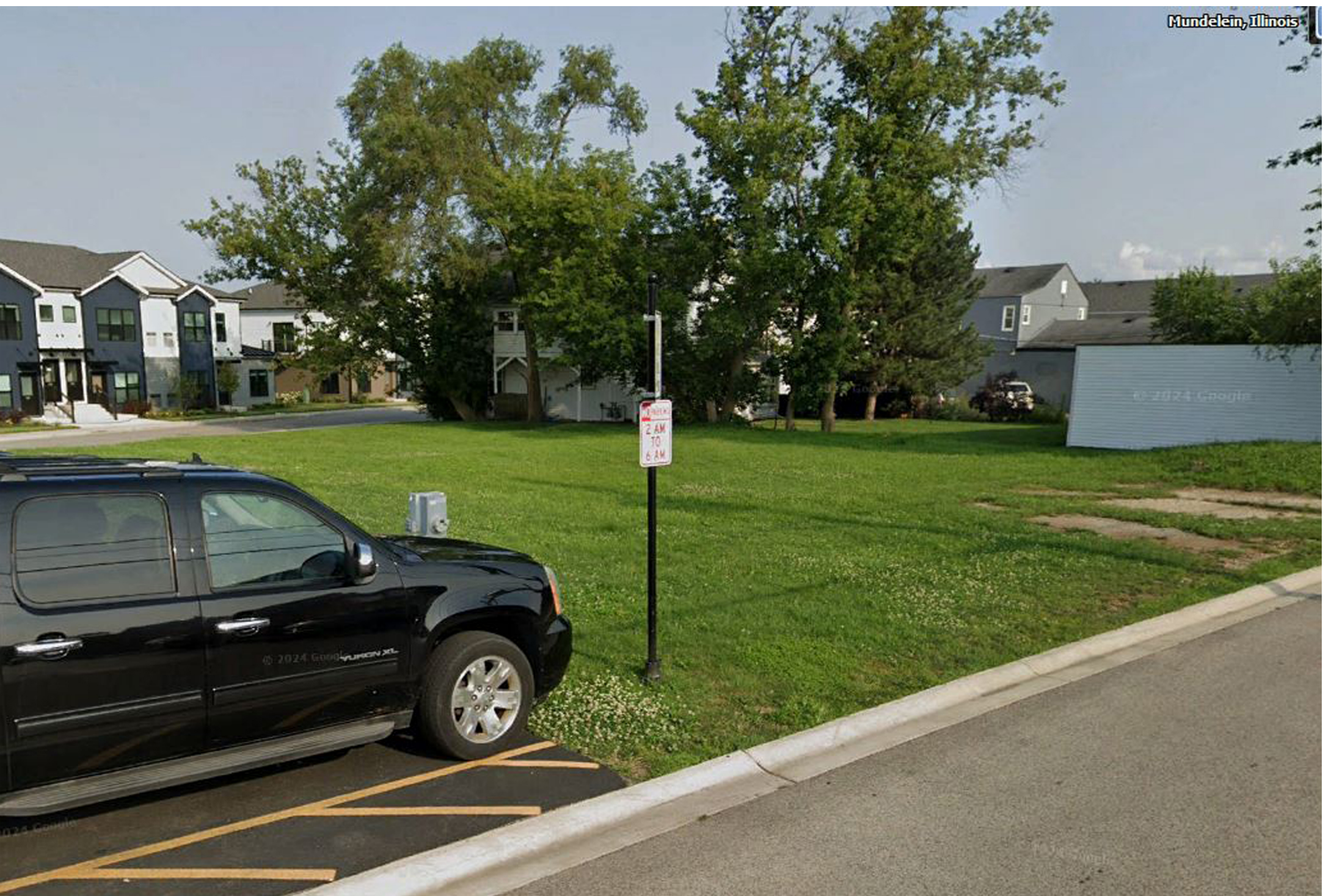
View South along Seymour Ave.



View SW from Seymour Ave.



View SE from Alley



View SE from Alley

New Townhomes
540 N Seymour Ave
Mundelein Illinois

INDEX TO DRAWINGS

A1	SITE PLAN
C1	CIVIL ENGINEERING COVER SHEET
C2	EXISTING CONDITIONS
C3	SITE AND UTILITY PLAN
C4	GRADING AND EROSION PLAN
C5	NOTES
C6	DETAILS
C7	DETAILS
A2	INTERIOR UNITS FLOOR PLAN
A3	CORNER UNITS FLOOR PLAN
A4	EXTERIOR ELEVATIONS
A5	ARCHITECTURAL RENDERING
A6	SITE BIRD'S EYE VIEW

GENERAL CONDITIONS

The General Conditions shall be AIA Document A-205 THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT dated 2007 and shall be included as a part of the Contract Documents.

Contractor shall maintain insurance coverage throughout the term of the Project in accordance with the aforementioned General Conditions and the following minimum amounts:

1. Workman's Compensation: As required by governing laws.
2. Comprehensive General Liability and Indemnification (including auto)
\$500,000.00 (each occurrence)
\$1,000,000.00 (aggregate)
3. Auto Insurance
\$1,000,000.00 (aggregate)
4. Property Damage
\$1,000,000.00 (each occurrence)
\$1,000,000.00 (aggregate)

ALL CONSTRUCTION SHALL CONFORM TO THE FOLLOWING CODES:

2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FIRE CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
THE 2014 ILLINOIS PLUMBING CODE
THE 2017 NATIONAL ELECTRICAL CODE
2018 ILLINOIS STATE ACCESSIBILITY CODE
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
THE VILLAGE OF MUNDELEIN MUNICIPAL CODE

ARCHITECT'S CERTIFICATION

I hereby certify that these plans were drawn by me or under my direct supervision and to the best of my knowledge and belief conform to all applicable codes and ordinances of the Village of Mundelein, Illinois.

Michael S. Kollman, Licensed Architect, Illinois No. 001-11653

SITE AND ZONING DATA

CLASSIFICATION ZONE - C5-C
LOT AREA - 7,130 SQ. FT.
FRONT YARD - 5'-15'
CORNER SIDE YARD - 0'-10'
SIDE YARD - 0'
REAR YARD - 0'

MAX HEIGHT - 45'

MIN. NUMBER OF ATTACHED UNITS - 3
MAX LOT COVERAGE - NONE ADHERE TO LCWDO

PROPOSED BLD'G COVERAGE - 45.3% = 3229 SQ. FT.
PROPOSED LOT COVERAGE - 78% = 5563 SQ. FT.

SEE CIVIL ENGINEERING C-2 FOR CALCULATIONS

BUILDING DATA

OUTSIDE CORNER UNITS

BASEMENT GROSS FLOOR AREA 195 SQ. FT.
FIRST FLOOR GROSS AREA 815 SQ. FT.
SECOND FLOOR GROSS AREA 815 SQ. FT.
GARAGE GROSS AREA 472 SQ. FT.
FRONT PORCH GROSS AREA 28 SQ. FT.
REAR DECK GROSS AREA 70 SQ. FT.

TOTAL CONDITIONED SPACE 1825 SQ. FT.

INTERIOR UNITS

BASEMENT GROSS FLOOR AREA 208 SQ. FT.
FIRST FLOOR GROSS AREA 800 SQ. FT.
SECOND FLOOR GROSS AREA 800 SQ. FT.
GARAGE GROSS AREA 472 SQ. FT.
FRONT PORCH GROSS AREA 28 SQ. FT.
REAR DECK GROSS AREA 70 SQ. FT.

TOTAL CONDITIONED SPACE 1795 SQ. FT.

GENERAL NOTES

CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED AND MARKED PRIOR TO EXCAVATIONS. CONTACT J.U.L.I.E. @ 1-800-8332-0123 AT LEAST 48 HOURS PRIOR TO START OF WORK.

ALL EXCAVATED MATERIAL SHALL BE REMOVED FROM SITE EXCEPT AS REQUIRED FOR BACKFILLING OF EXCAVATIONS.

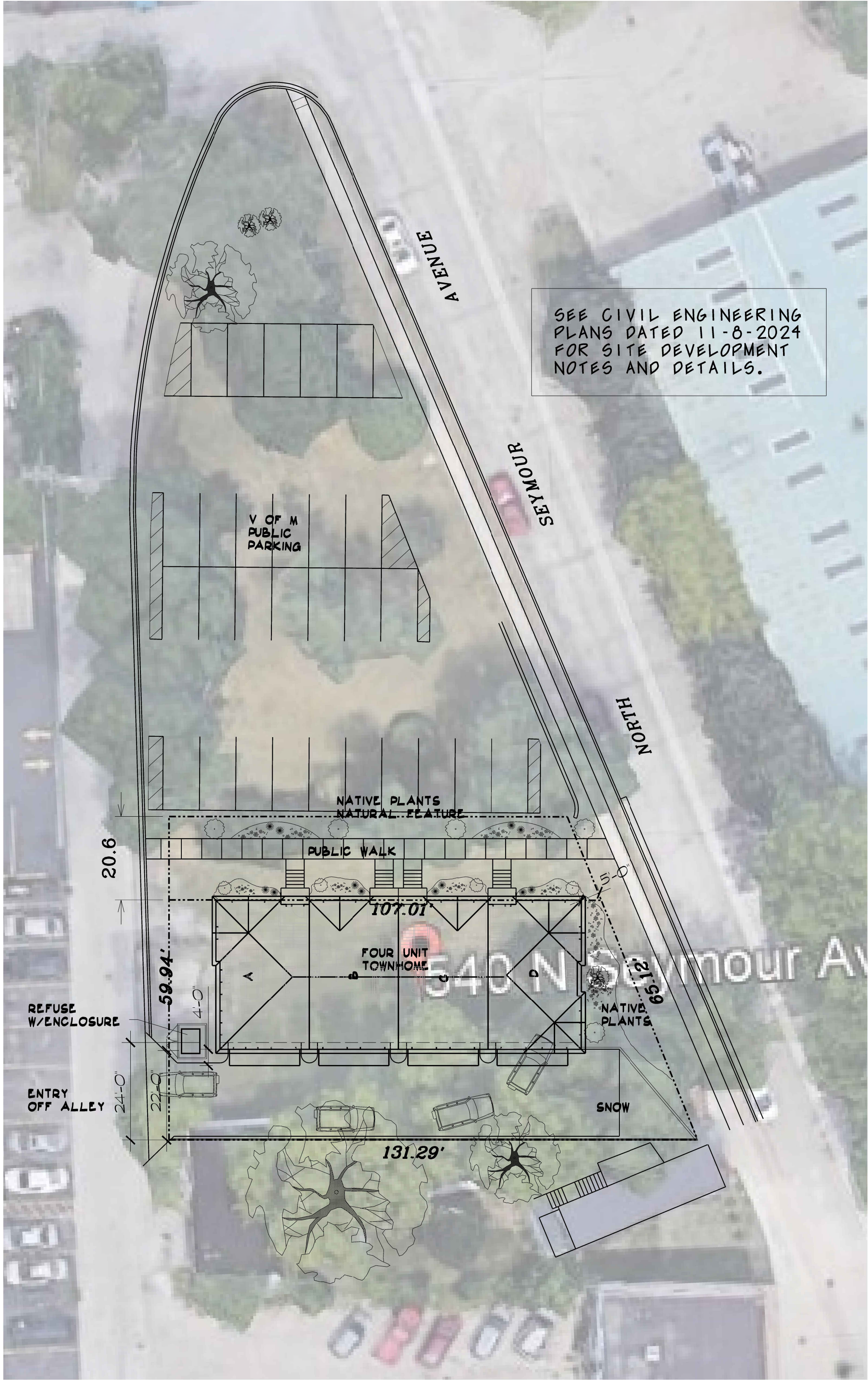
SITE EXCAVATIONS TO BE PROTECTED FROM EROSION AS REQ'D. ALL PLANTS, TREES AND SHRUBS THAT ARE TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC.

SITE TO BE FINAL GRADED AS REQUIRED TO PROVIDE PROPER DRAINAGE AWAY FROM BUILDING.

PROTECT ALL TREES WITHIN THE VICINITY OF THE CONSTRUCTION AREA WITH TEMPORARY FENCES TO PREVENT DAMAGE TO TREES AND ROOT SYSTEMS. FENCES SHALL BE PLACED AT THE TREE'S DRIP LINE TO PREVENT EQUIPMENT AND MATERIALS FROM DISTURBING THE TREE'S ROOT SYSTEM.

DO NOT STOCKPILE ANY MATERIAL AROUND BASE OF TREES.

OWNER TO PROVIDE LANDSCAPING, WALKS AND SITE RESTORATION.



PRELIMINARY SITE PLAN- ALT

Wexler/Kollman

Wexler/Kollman P.C., Ltd.
16595 Easton Avenue
Prairie View, Illinois 60069
847-913-0407

New Townhomes
540 N Seymour Avenue
Mundelein Illinois

REVISIONS

PROJECT NO. 0721

SHEET NO.

DATE: FEB. 12, 2025

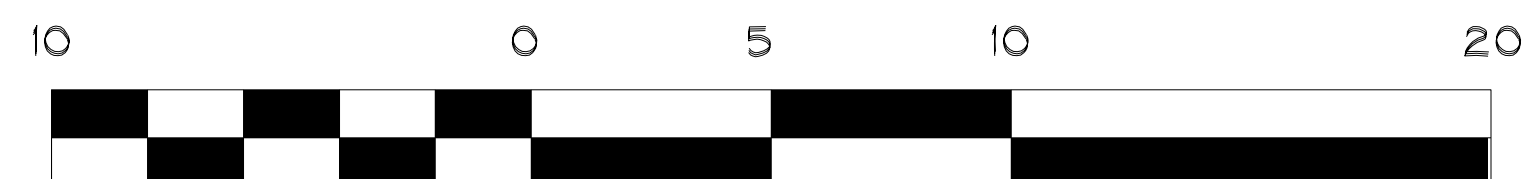
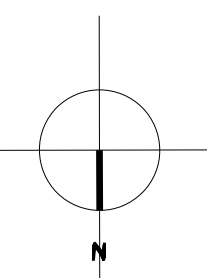
A1



TYPICAL UNIT FLOOR PLANS

1/4" = 1'-0"

1795 SQ. FT. PER UNIT



Wexler/Kollman

Wexler/Kollman P.C., Ltd.
16595 Easton Avenue
Prairie View, Illinois 60069
847-913-0407

New Townhomes
540 N Seymour Avenue
Mundelein Illinois

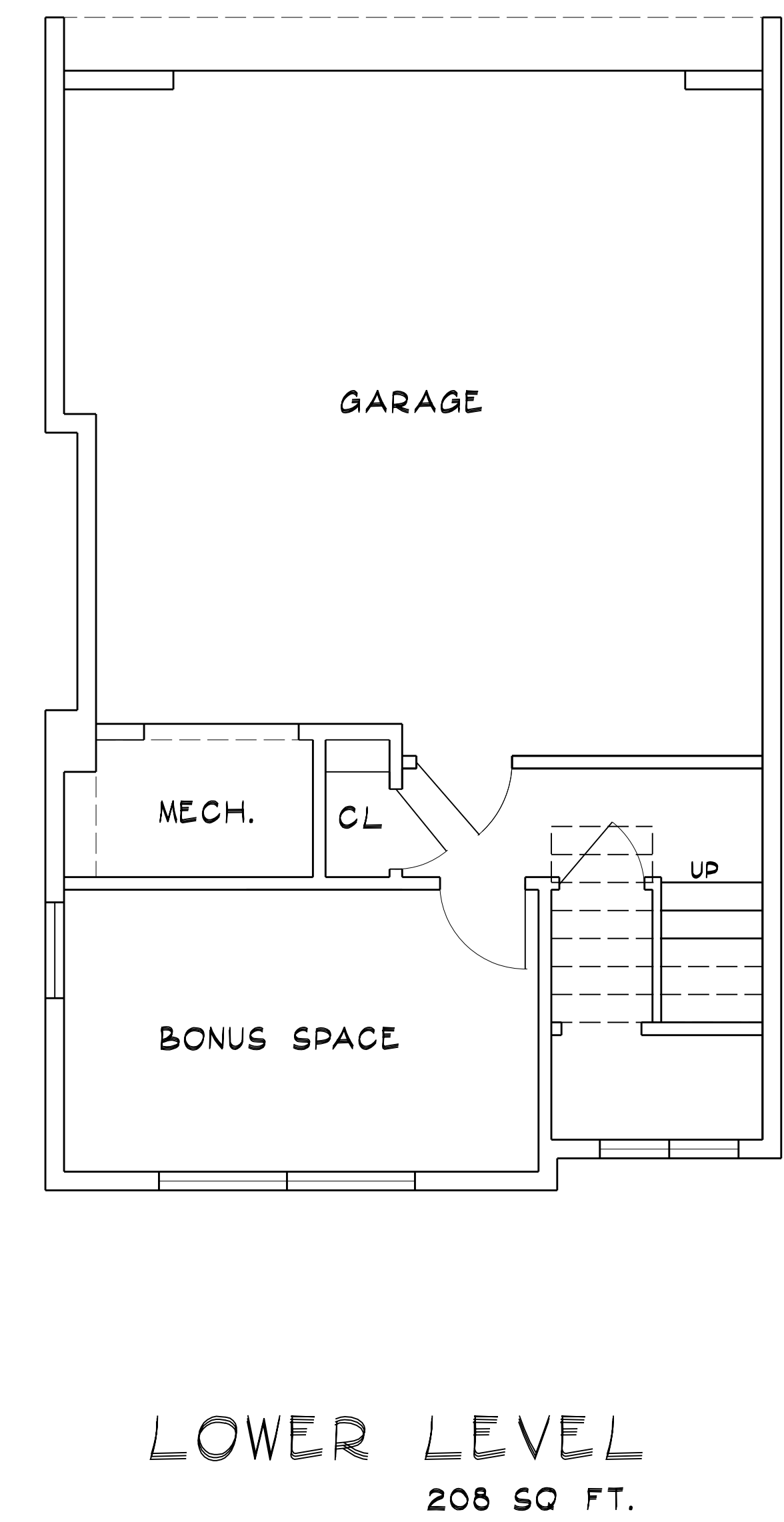
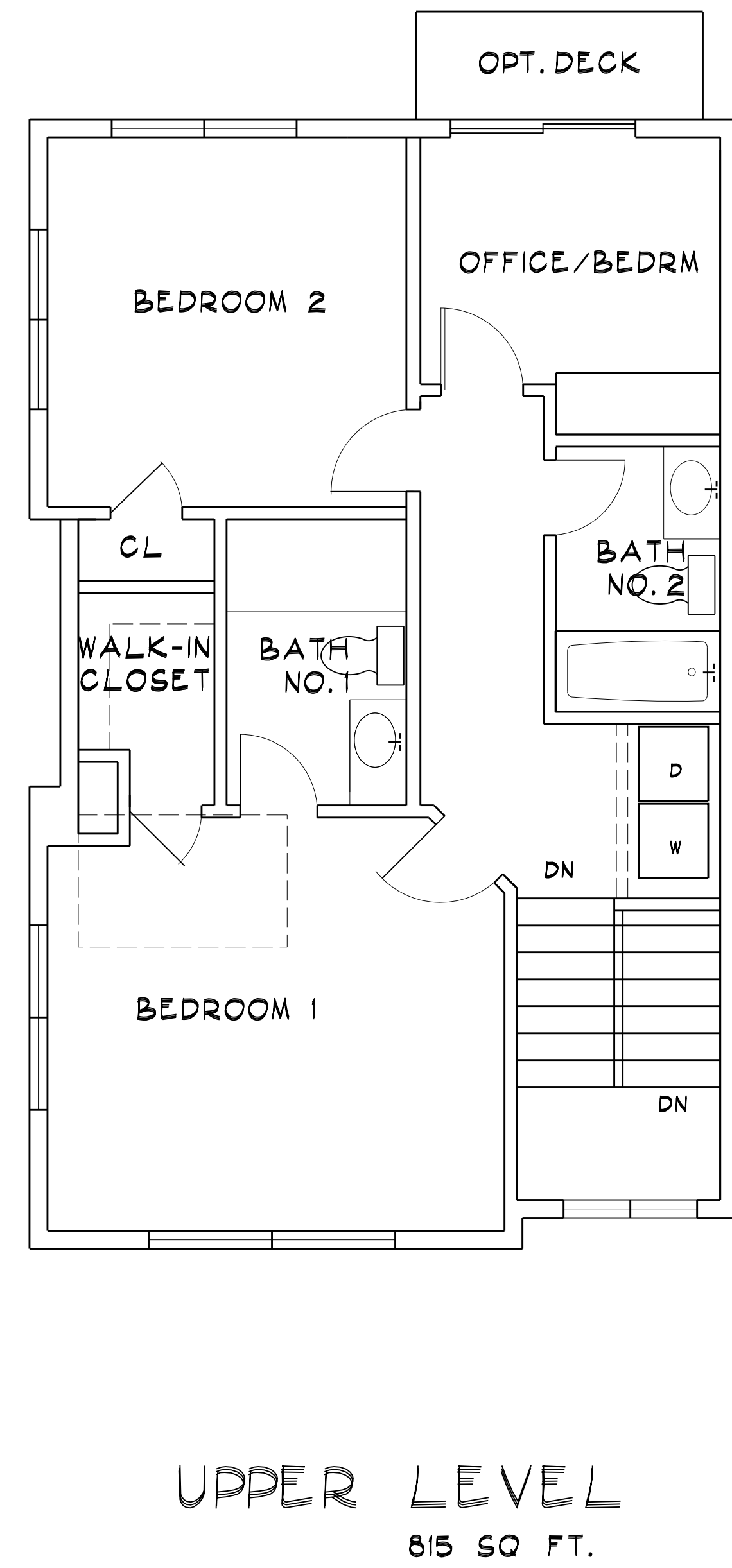
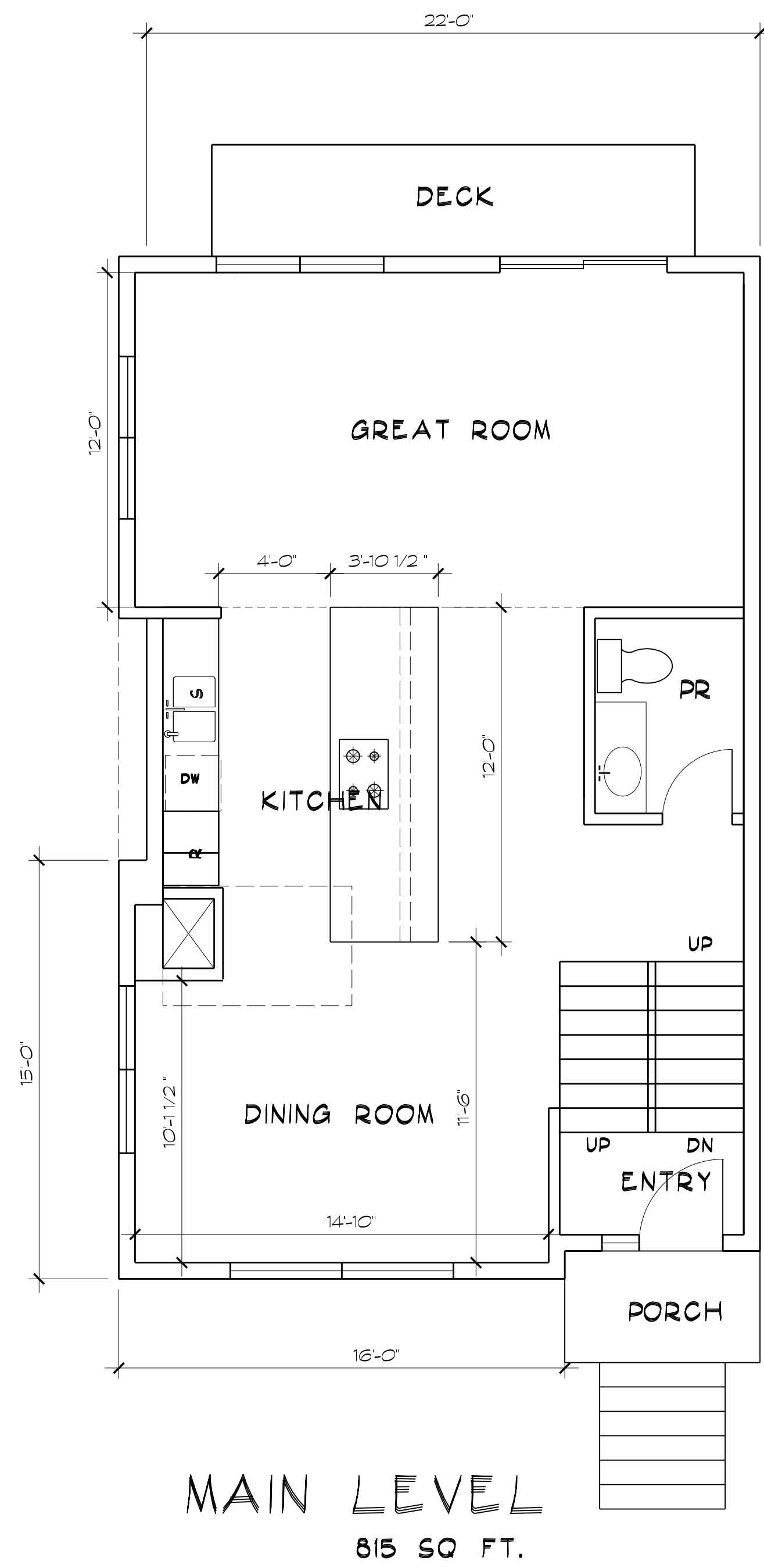
REVISIONS

PROJECT NO. 0721

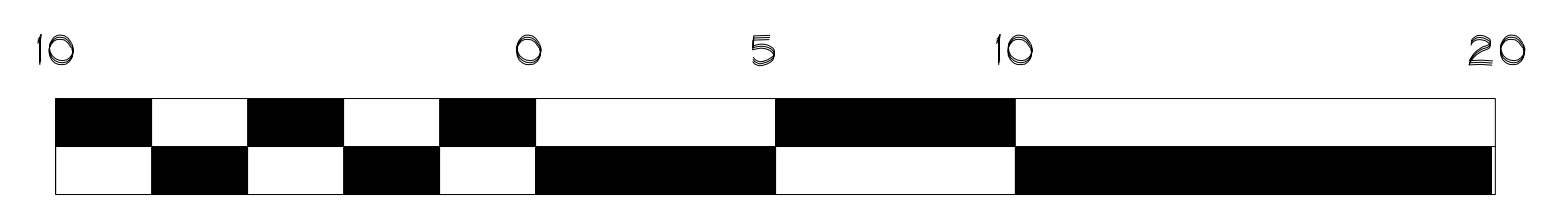
DATE: NOV 8, 2024

SHEET NO.

A2

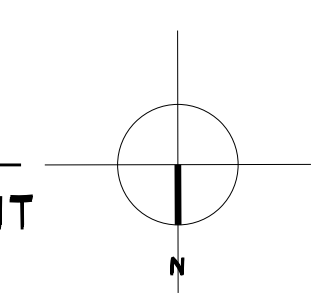


CORNER UNIT FLOOR PLANS



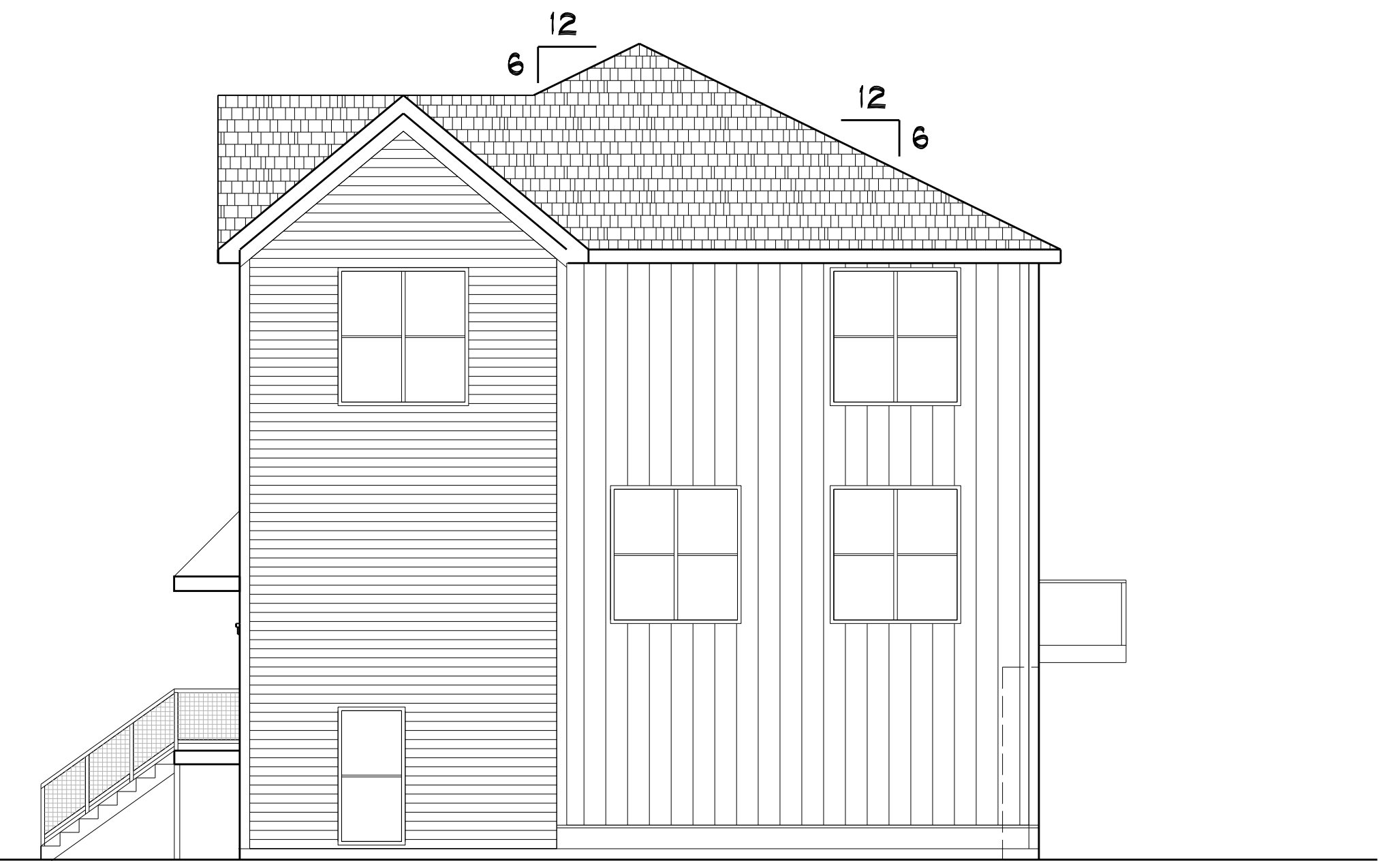
1/4" = 1'-0"

1795 SQ. FT. PER UNIT

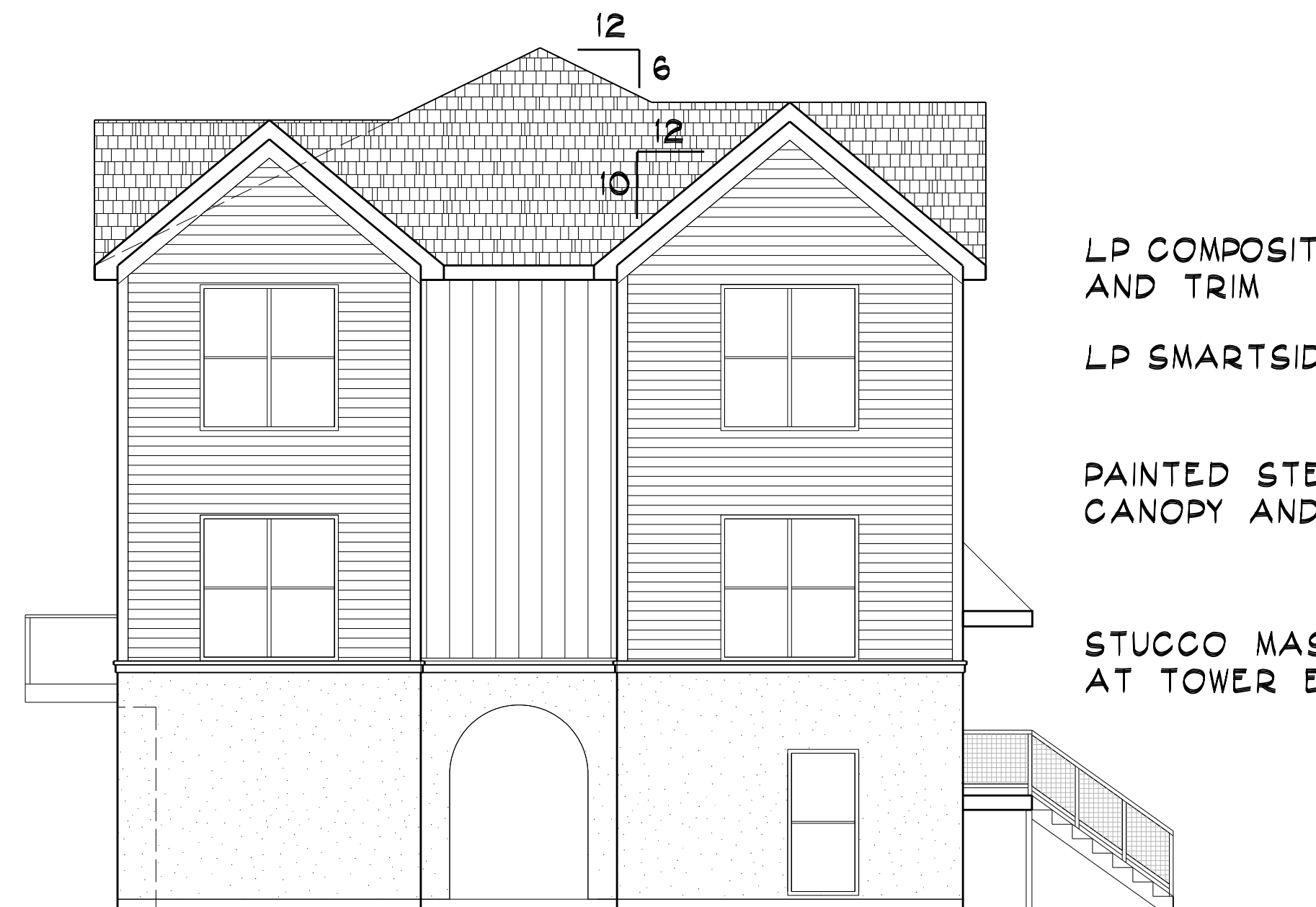




NORTH ELEVATION



WEST ELEVATION



ALTERNATE EAST ELEVATION

LP COMPOSITE LAP SIDING
AND TRIM

LP SMARTSIDE BOARD AND BATTEN

PAINTED STEEL ENTRY
CANOPY AND STEPS

STUCCO MASONRY VENEER BASE
AT TOWER ELEVATIONS



ALTERNATE SOUTH ELEVATION









VILLAGE OF MUNDELEIN
LEGAL NOTICE
CONSIDERATION OF SALE FOR A PORTION OF
PROPERTY AT
555 N SEYMOUR AVENUE
FOR REDEVELOPMENT
PIN: 11-19-315-019

NOTICE IS HEREBY GIVEN that the Village of Mundelein is soliciting proposals for the sale and redevelopment for a portion of the property identified by PIN 11-19-315-019, common address 555 N Seymour Avenue, Mundelein, Illinois. The portion of the property available for redevelopment comprises approximately 0.047 acres and is zoned C-5-C, Downtown Corridor (the "Subject Property"). The legal description of the Subject Property is as follows:

THE NORTH 20.00 FEET OF THE SOUTH 30.00 FEET OF LOT 9 IN BLOCK 1 OF THE TOWN OF HOLCOMB (NOW MUNDELEIN), BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1886 AS DOCUMENT NO. 33999, IN BOOK "A" OF PLATS, PAGE 58, IN LAKE COUNTY, ILLINOIS.

Any such proposal must be delivered to the Village Administrator no later than 4:30 p.m. on March 20, 2025, at 300 Plaza Circle, Mundelein, Illinois 60060. The Village reserves the right to reject any and all proposals for the Subject Property. A plat of survey of the Subject Property is available for review at the Village Hall during regular business hours.

On Monday, March 24, 2025, the President and Board of Trustees of the Village may take final action on any proposals for the sale and/or redevelopment of the Subject Property, may postpone or table consideration of any proposals for the sale and/or redevelopment of the Subject Property, or may take other action related to any proposal for the sale and/or redevelopment of the Subject Property.

Dated at Mundelein, Illinois, this 10th day of March, 2025.

Karen Walsh, Village Clerk
Village of Mundelein

Published in Daily Herald March 10, 2025 (282361)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

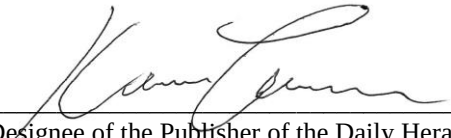
Lake County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/10/2025

in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 282361 *LAKE*



To: Mayor and Board of Trustees

From: Isabel Guadarrama, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: PZC-21-2024 - 540 & 555 North Seymour Avenue - Townhouse Variations

Financial Impact:

N/A

Attachments:

None

Background:

See Disposition of Property Report

Recommendation:

Motion to authorize staff to draft an ordinance granting a variation to Section 20.36.050(E)(1)(a) of the Zoning Ordinance for the property located at 540 North Seymour Avenue, subject to the conditions recommended by the Planning and Zoning Commission and outlined in this report.

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Morris Station TIF Certification of Costs and Reimbursement Resolution

Financial Impact:

N/A

Attachments:

1. R-25-03-8 - Exhibit A -Reimbursement Request and Certificate of Eligibility - Request 1 & 2

Background:

In 2022 the Village Board entered into a Redevelopment Agreement (RDA) via Resolution No. 22-06-35 to redevelop the following properties:

- 538 Morris Avenue
- 101 East Maple Avenue
- 131 & 135 East Maple Avenue
- 133 East Maple Avenue
- 546 Morris Avenue

The project culminated into a 139-unit residential multi-family project called Morris Station. The project included TIF Financing, which encompassed two TIF Districts, TIF II and TIF III. As part of the RDA, Section 10(D) Procedure for Approved Eligible Costs provided for review of the costs with a reimbursement request form. The Developer submitted the Eligible Costs for Village review and acceptance.

Recommendation:

Motion to adopt a Resolution Approving Reimbursement Request Number 1 and 2 By Morris Station LLC for Redevelopment Project (Morris Station).

I hereby certify that the attached is an original of

Resolution No. R-25-03-8

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

that it was posted in the Village Hall commencing on

3/25/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-03-8

RESOLUTION APPROVING REIMBURSEMENT REQUEST NUMBER 1 AND 2 BY MORRIS STATION LLC FOR REDEVELOPMENT PROJECT (MORRIS STATION)

WHEREAS, the Village of Mundelein has entered into a “Redevelopment Agreement by and between the Village of Mundelein and Morris Station LLC (538 Morris Avenue, 131 and 135 East Maple Avenue, 133 East Maple Avenue, and 546 Morris Avenue and 101 East Maple Avenue)”, which relates to that certain redevelopment within the Village known as “Morris Station” (the “Redevelopment Agreement”); and

WHEREAS, Section 10.D of the Redevelopment Agreement provides that, for Morris Station LLC (“Developer”) to be reimbursed for Eligible Redevelopment Project Costs (as defined in the Redevelopment Agreement), Developer must submit a Reimbursement Request and the Village’s Corporate Authorities shall review and approve or disapprove such Reimbursement Request by ordinance or resolution, all as provided and defined in the Redevelopment Agreement; and

WHEREAS, the Developer has submitted Reimbursement Request Number 1 and 2 in the form attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Village Board of Trustees has determined that it is in the best interests of the Village to approve Reimbursement Request Number 1 and 2;

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

SECTION 1: Reimbursement Request Number 1 and 2, in the form attached hereto, is hereby approved. The Eligible Redevelopment Project Costs identified in the attachment to Reimbursement Request Number 1 and 2 (i) in the column titled “TIF I – East Acreage” are hereby approved as TIF I Approved Eligible Costs (as defined in the Redevelopment Agreement) and (ii) in the column titled “TIF II – West Acreage” are hereby approved as TIF II Approved Eligible Costs (as defined in the Redevelopment Agreement).

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

President

ADOPTED: Monday, March 24, 2025

APPROVED: Monday, March 24, 2025

ATTEST: _____

Village Clerk

REIMBURSEMENT REQUEST
AND CERTIFICATE OF ELIGIBILITY
TIF I

Reimbursement Request No. 1

The undersigned representative of Morris Station LLC (“**Owner**”), pursuant to the “Redevelopment Agreement by and between the Village of Mundelein and Morris Station LLC (538 Morris Avenue, 131-135 East Maple Avenue, and 546 Morris Avenue and 101 East Maple Avenue)” submits this Reimbursement Request and Certificate of Eligibility No. 1, and does hereby certify, swear, and affirm under oath to the Village of Mundelein (the “**Village**”) as follows:

1. Owner has actually incurred the Eligible Redevelopment Project Costs listed on the table attached hereto in furtherance of the Redevelopment Project (the “**Subject Eligible Redevelopment Project Costs**”), as evidenced by the attached written invoices and other documentation, and the amounts of the Subject Eligible Redevelopment Project Costs are accurate.

2. The Subject Eligible Redevelopment Project Costs are also “redevelopment project costs” as defined in the TIF Act and reimbursement of the Subject Eligible Redevelopment Project Costs is permitted pursuant to the Redevelopment Agreement, the TIF I Ordinances, and the TIF Act.

3. The Subject Eligible Redevelopment Project Costs have not been included in any prior Reimbursement Request, and the Village has not previously reimbursed any of the Subject Eligible Redevelopment Project Costs.

4. To its knowledge, Owner is not in Default of the Redevelopment Agreement.

5. The amounts paid by Owner for the Subject Eligible Redevelopment Project Costs were solely private funds and no funds used to make such payments originated directly or indirectly from government funds (including federal, state, or local grants or loans).

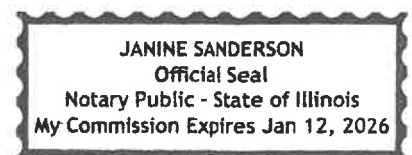
Terms capitalized herein have the meanings specified in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

Signed: Kevin Michael
Name: Kevin Michael
Title: Duly Authorized Agent

Subscribed and sworn to before me this 10th day of December, 2024.

Janine Sanderson
Notary Public

RECEIVED
DEC 10 2024
Community Development
Village of Mundelein



SUMMARY REPORT REVISED

Updated: 3/13/2025

Morris Station LLC

TIF I
900,000.00TIFII - 101 E Maple
1,200,000.00

Line Item	Total Paid	TIF I - East Acreage 65.14%	TIF II -West Acreage 34.86%	back up included
Land				
Land & Buildings				
131 Maple	372,500.00	372,500.00		closing statement
133 Maple	400,000.00	400,000.00		closing statement
101 E Maple	575,000.00		575,000.00	closing statement
Total Land Costs	1,347,500.00	772,500.00	575,000.00	
Environmental				
131-135 E. Maple				
Bedrock Stabilization - soil stabilization	18,770.00	18,770.00		waiver
Benchmark - remediation	61,173.00	61,173.00		waivers
Bluestone - asbestos abatement	1,500.00	1,500.00		waiver
Galaxy C.W. - contamination removal	126,545.31	126,545.31		waiver
GFL Environmental-contamination removal	127,608.72	127,608.72		waiver
IEPA	7,857.67	7,857.67		check copies w/invoices
Landscape Const - contamination removal	30,147.56	30,147.56		waiver
Total Environmental Costs	373,602.26	373,602.26	0.00	
Hard Costs				
Site Improvements				
Bedrock Stabilization - Lime Stabilization	514,182.70	334,938.61	179,244.09	waiver
Clean Cut Tree Service - Tree Clearing	6,000.00	3,908.40	2,091.60	waiver
First Class Fence - Fencing	95,275.00	62,062.14	33,212.86	waiver
Glander - Paving and Striping	269,850.00	175,780.29	94,069.71	waiver
Konstruktion Services - Erosion Control	14,800.50	9,641.05	5,159.45	waiver
LCC - Demo-Mass Grading	1,142,564.90	744,266.78	398,298.12	waiver
LCC - Landscaping	472,025.00	307,477.09	164,547.92	waiver
Orange Crush - Concrete Repair	22,964.35	14,958.98	8,005.37	Added. Sidewalk repairs
RSS Concrete - Sidewalks	83,046.90	54,096.75	28,950.15	Added. Sidewalk install
RSS Concrete - Curb and Gutter	30,580.00	30,580.00	0.00	Added. C&G with stone
Veruna - Sewer and Water	654,776.59	426,521.47	228,255.12	waiver
Village of Mundelein	108,410.91	70,618.87	37,792.04	check copy - payment to VoM for burial of power lines
VIP	162,997.36	106,176.48	56,820.88	included on pay app with other costs, amount reflects site improvements
Total Hard Costs	3,577,474.21	2,341,026.90	1,236,447.31	
Total TIF Eligible Costs	5,298,576.47	3,487,129.16	1,811,447.31	

TIF I
\$900,000.00TIFII - 101 E Maple
\$1,200,000.00

REIMBURSEMENT REQUEST
AND CERTIFICATE OF ELIGIBILITY
TIF II

Reimbursement Request No. 2

The undersigned representative of Morris Station LLC (“**Owner**”), pursuant to the “Redevelopment Agreement by and between the Village of Mundelein and Morris Station LLC (538 Morris Avenue, 131-135 East Maple Avenue, and 546 Morris Avenue and 101 East Maple Avenue)” submits this Reimbursement Request and Certificate of Eligibility No. 1, and does hereby certify, swear, and affirm under oath to the Village of Mundelein (the “**Village**”) as follows:

1. Owner has actually incurred the Eligible Redevelopment Project Costs listed on the table attached hereto in furtherance of the Redevelopment Project (the “**Subject Eligible Redevelopment Project Costs**”), as evidenced by the attached written invoices and other documentation, and the amounts of the Subject Eligible Redevelopment Project Costs are accurate.

2. The Subject Eligible Redevelopment Project Costs are also “redevelopment project costs” as defined in the TIF Act and reimbursement of the Subject Eligible Redevelopment Project Costs is permitted pursuant to the Redevelopment Agreement, the TIF II Ordinances, and the TIF Act.

3. The Subject Eligible Redevelopment Project Costs have not been included in any prior Reimbursement Request, and the Village has not previously reimbursed any of the Subject Eligible Redevelopment Project Costs.

4. To its knowledge, Owner is not in Default of the Redevelopment Agreement.

5. The amounts paid by Owner for the Subject Eligible Redevelopment Project Costs were solely private funds and no funds used to make such payments originated directly or indirectly from government funds (including federal, state, or local grants or loans).

Terms capitalized herein have the meanings specified in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

Signed: Kevin Michen
Name: Kevin Michen
Title: Duly Authorized Agent

Subscribed and sworn to before me this 10th day of December, 2024.

RECEIVED

DEC 10 2024

Community Development
Village of Mundelein

Janine Sanderson
Notary Public



SUMMARY REPORT REVISED

Updated: 3/13/2025

Morris Station LLC

TIF I TIFII - 101 E Maple
900,000.00 1,200,000.00

Line Item	Total Paid	TIF I - East Acreage 65.14%	TIF II -West Acreage 34.86%	back up included
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VIP	162,997.36	106,176.48	56,820.88	included on pay app with other costs, amount reflects site improvements
Total Hard Costs	3,577,474.21	2,341,026.90	1,236,447.31	
Total TIF Eligible Costs	5,298,576.47	3,487,129.16	1,811,447.31	

TIF I TIFII - 101 E Maple
\$900,000.00 \$1,200,000.00

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Morris Station TIF Note and TIF Note Ordinance for TIF II

Financial Impact:

\$900,000.00 - 340-264-4940 - TIF II

Attachments:

1. O-25-03-10 - Exhibit A - Morris Station - TIF II Note

Background:

On June 13, 2022, the Village and Sterling Hall executed a Redevelopment Agreement for Morris Station and agreed to mechanisms and parameters for approval of TIF Notes; and Approved Eligible Costs. In the Agreement, language stated that Developer shall be entitled to be reimbursed for Approved Eligible Costs via TIF Notes after the costs have been incurred, and said costs are approved as provided in Section 10(D).

Terms of TIF II Note: Maximum amount capped at \$900,000. The TIF II Note shall:

1. be issued in the amount of the TIF II Note Principal,
2. evidence the Village's obligation to reimburse Developer for TIF II Approved Eligible Costs, subject to and in accordance with this Agreement,
3. have a maximum term equal to the lesser of
 - a. 20 years,
 - b. the remaining term of the TIF II Redevelopment Plan, which is scheduled to expire on December 31, 2029, and
 - c. the maximum term permitted by the TIF Act and other Requirements of Law,
4. be secured solely by a first lien on the TIF II Pledged Amount, and

5. provide for payment of principal and interest once per year on February 1 on a “cash flow” basis, so that any TIF II Pledged Amount in the TIF II Note Account will be used to pay the TIF II Note, until such time as the TIF II Note is paid in full or expires.

Recommendation:

Motion to pass an Ordinance Providing for Issuance of Tax Increment Allocation Revenue Note (Morris Station LLC - TIF II Note) (538 Morris Avenue and 131, 133, and 135 East Maple Avenue).

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on March 24, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-03-10
which is entitled

Morris Station TIF Note and TIF Note Ordinance for TIF II

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 3/25/2025, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 3/25/2025.

Village Clerk

ORDINANCE NO. O-25-03-10

ORDINANCE PROVIDING FOR ISSUANCE OF TAX INCREMENT ALLOCATION REVENUE NOTE (MORRIS STATION LLC – TIF II NOTE)(538 MORRIS AVENUE AND 131, 133, AND 135 EAST MAPLE AVENUE)

WHEREAS, on January 10, 2005, the Village of Mundelein (the "Village") adopted Ordinance Numbers 05-01-06, 05-01-07, and 05-01-08 (collectively, the "Original Redevelopment Approvals"), approving, among other matters, the "Village of Mundelein Downtown TIF II Redevelopment Plan and Project" (the "Original Redevelopment Plan"); and

WHEREAS, on July 11, 2016, the Village adopted Ordinance Numbers 16-07-35, 16-07-36, and 16-07-37 approving the "First Amendment to the Village of Mundelein Downtown TIF II Redevelopment Plan and Project" (the "Redevelopment Plan Amendment"), which amended the Original Redevelopment Plan (the Original Redevelopment Plan, as amended by the Redevelopment Plan Amendment, is the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan is a plan for the redevelopment of certain property located within the Village that is identified therein and is commonly known as "TIF II" (the "Redevelopment Project Area"); and

WHEREAS, on June 13, 2022, the Village adopted Resolution Number 22-06-35, approving a "Redevelopment Agreement by and between the Village of Mundelein and Morris Station LLC (538 Morris Avenue, 131 and 135 East Maple Avenue, 133 East Maple Avenue, and 546 Morris Avenue, and 101 East Maple Avenue)" (the "Agreement") providing for the development of a residential development (the "Redevelopment Project"), a portion of which will be located within property in the Redevelopment Project Area that includes parcels defined in the Agreement as the "Morris Property", the "Jakubik Property", and the "Garamoni Property"; and

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities") hereby find that the Redevelopment Approvals and the Agreement have been approved in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. and all other applicable law; and

WHEREAS, pursuant to the Agreement, including Section 10 of the Agreement, the Village and Morris Station LLC (the "Owner") agreed that the Owner had paid, or will be paying, certain costs that are expected to be TIF II Approved Eligible Costs (as defined in the Agreement); and

WHEREAS, it serves a public purpose, and is necessary to foster the redevelopment of the Redevelopment Property with the Redevelopment Project for the Owner to receive reimbursement for certain TIF II Approved Eligible Costs, and it is economically infeasible for the Owner to undertake the Redevelopment Project, and Owner thus is unable to undertake the Redevelopment Project, without receipt of the reimbursement for certain TIF II Approved Eligible Costs, and it is desirable and in the Village's best interests to assist Owner in the manner set forth herein; and

WHEREAS, in the Agreement, the Village agreed to adopt this Ordinance within sixty (60) days after

certain events identified in Section 10.F.1 of the Agreement (the “Note Issuance Events”) have occurred; and

WHEREAS, the Corporate Authorities hereby determine that (i) the Note Issuance Events have occurred and (ii) Owner is in material compliance with its obligations under the Agreement or, if it is not, that the Village waives such non-compliance, but only for the purpose of approving this Ordinance and for no other purpose; and

WHEREAS, the Corporate Authorities have determined, based on the terms and conditions of the Agreement and the findings provided for therein, that it would be in the best interests of the Village to approve this Ordinance authorizing the execution and delivery of the Note (as defined below);

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

Section 1: The foregoing recitals are incorporated herein as part of this Ordinance.

Section 2: Pursuant and subject to the terms and conditions of the Agreement, including but not limited to Section 10 of the Agreement, the Corporate Authorities hereby (i) approve the “Village of Mundelein Tax Increment Allocation Revenue Note (Morris Station LLC – TIF II Note)” in substantially the form attached to, and incorporated in, this Ordinance as **Exhibit A** (the “Note”) and (ii) direct the Village’s Director of Finance to create a sub-account of the TIF II special tax allocation fund, into which the Village will deposit the TIF II Pledged Amount (as defined in the Agreement), which sub-account is referred to in the Agreement as the “TIF II Note Account”. The Village hereby appropriates, without further action by the Corporate Authorities, any TIF II Pledged Amount deposited in the TIF II Note Account during the term of the Note to be expended for the purposes set forth in the Note.

Section 3: The Village President, the Village Clerk, and the Village Director of Finance are authorized and directed to execute, attest to, and authenticate the Note and all other Village officers are hereby authorized and directed to take such other action, or cause such other action to be taken, as may be necessary or desirable to issue the Note. The “Dated Date” of the Notes shall be the date upon which this Ordinance is duly approved by the Corporate Authorities. Upon issuance of the Note, the TIF II Note Principal (as defined in the Agreement) shall be \$900,000.00. The Note shall bear interest (i) at the rate of 3.0 percent per annum; (ii) that is not tax exempt; and (iii) that shall be simple interest and shall not compound. The Note shall have impressed or imprinted thereon the official corporate seal or facsimile thereof of the Village and shall be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk of the Village, as they shall determine, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note shall have thereon a certificate of authentication executed by the Village Director of Finance as authenticating agent of the Village and showing the date of authentication. The Note shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under this Ordinance unless and until such Note’s certificate of authentication shall have been duly executed by the Village Director of Finance by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance.

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

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

President

ADOPTED: Monday, March 24, 2025

APPROVED: Monday, March 24, 2025

ATTEST: _____
Village Clerk

PRINCIPAL FACE AMOUNT:

\$900,000.00

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF LAKE
VILLAGE OF MUNDELEIN
TAX INCREMENT ALLOCATION REVENUE NOTE
(MORRIS STATION LLC – TIF II NOTE)**

Registered Owner:	Morris Station LLC
Interest Rate:	3.0% per annum
Dated Date:	March 24, 2025
Maturity Date:	December 31, 2029

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Mundelein, Lake County, Illinois (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified (i) the TIF II Note Principal, which amount will be determined as provided in the Redevelopment Agreement (as defined below) and (ii) interest on that amount at the Interest Rate per year specified above, as provided in and subject to the terms and conditions of the Redevelopment Agreement, the TIF II Note Ordinance, and this Note. Interest shall (i) be simple (non-compounded); (ii) not be tax exempt; and (iii) be computed on the basis of a 360-day year of twelve 30-day months. The TIF II Note Principal and interest on this Note are payable on February 1 each year, from the TIF II Pledged Amount available on deposit in the TIF II Note Account established pursuant to the TIF II Note Ordinance, on a “cash flow” basis, so that any TIF II Pledged Amount in the TIF II Note Account on February 1 will be used to pay the TIF II Note Principal and interest on this Note until such time as this Note is paid in full or expires. Payments on this Note shall be applied first to accrued but unpaid interest, then to current interest, and

thereafter to the TIF II Note Principal. This Note may be prepaid by the Village at any time. This Note may be prepaid by the Village at any time. Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Redevelopment Agreement dated as of July 28, 2022, by and between the Village and Registered Owner (the “Redevelopment Agreement”), the terms of which are incorporated herein by reference.

The TIF II Note Principal shall equal the total amount of TIF II Approved Eligible Costs, but shall not exceed the Maximum TIF II Note Principal of \$900,000.00. Interest on TIF II Note Principal shall accrue beginning on the Dated Date.

The TIF II Note Principal and interest on this Note are payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Director of Finance of the Village, as registrar and paying agent (the “Registrar”), as of the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of TIF II Note Principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Mundelein, Illinois or as otherwise directed by the Village. The Village and the Registrar may deem and treat the person in whose name this Note is registered on such registration books as the absolute owner hereof for the purpose of receiving payments under this Note and for all other purposes related to this Note.

This Note is issued by the Village in fully registered form to evidence the TIF II Note Principal, which is intended to reimburse Registered Owner for certain TIF II Approved Eligible

Costs incurred by Registered Owner in connection with the Redevelopment Project, which is a residential development, as further described in the Redevelopment Agreement, located in TIF II within the Village that was established pursuant to the TIF II Ordinances, all in accordance with the Constitution and the laws of the State of Illinois as they may be amended from time to time, and particularly the TIF Act, the Local Government Debt Reform Act (30 ILCS 350/1 et seq.), Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Omnibus Bond Acts, as amended, and the TIF II Note Ordinance, which was adopted by the Board of Trustees of the Village on March 24, 2025, in all respects as by law required, to all of the provisions of which the Registered Owner, by acceptance of this Note, assents.

The Village has assigned and pledged certain rights, title, and interest of the Village in and to the TIF I Pledged Amount, which is a portion of TIF II Incremental Property Taxes, which the Village is entitled to receive pursuant to the TIF Act and the TIF II Ordinances, to pay the TIF II Note Principal and interest on this Note. Reference is hereby made to the aforesaid TIF II Note Ordinance, TIF II Ordinances, and Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. Without limiting the preceding sentence, this Note is secured solely by a first lien on the TIF II Pledged Amount.

This Note is a special, limited obligation of the Village payable solely from the TIF II Pledged Amount consisting of a portion of the TIF II Incremental Taxes to be received by the Village Treasurer pursuant to the TIF Act. If the TIF II Pledged Amount is insufficient to pay all the TIF II Note Principal and interest due under this Note, the Registered Owner shall have no recourse against the Village, other than compelling the Village to deposit the required TIF II

Pledged Amounts in the TIF II Note Account from time to time pursuant to the TIF Act and the Redevelopment Agreement and to use such TIF II Pledged Amount in each year solely to pay such TIF II Note Principal and interest. The Registered Owner shall have no right to compel the exercise of the taxing authority of the Village or to use any funds of the Village (other than the TIF II Pledged Amount in the TIF II Note Account) for payment of the TIF II Note Principal and interest.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Mundelein, Illinois, but only in the manner and subject to the limitations provided in the TIF II Note Ordinance and the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF II Note Principal, and otherwise with the same terms and conditions of this Note, will be issued to the transferee in exchange herefor and upon the issuance of such new Note, this Note shall be surrendered and cancelled. Any accrued but unpaid interest as of the date of transfer shall be payable as provided herein, but shall not be added to the principal of the new Note. An assignment by the Registered Owner of its right, title, and interest in and to, and under this Note and the payments due under this Note as collateral for a loan will not be deemed a transfer of this Note. This Note shall be executed and delivered as provided in the TIF II Note Ordinance and the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

If any provision of this Note is deemed void, invalid, or unenforceable, that provision will be deemed ineffective to the extent it is void, invalid, or unenforceable, but the remaining provisions of this Note shall be deemed unaffected and shall remain in full force and effect.

This Note shall not be valid or become obligatory for any purpose until it has been signed by the Village President and attested to and impressed with the Village Seal by the Village Clerk, and until the certificate of authentication hereon shall have been signed by the Registrar.

[Signature Page Follows]

IN WITNESS WHEREOF, the Village of Mundelein, Lake County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of _____, 20____.

Village President

(SEAL)

Attest:

Village Clerk

Registrar and Paying Agent: Director of
Finance of the Village of Mundelein, Lake
County, Illinois

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned
TIF II Note Ordinance and is the Tax Increment
Allocation Revenue Note (Morris Station LLC
- TIF II Note), Village of Mundelein, Lake
County, Illinois.

Director of Finance

Date: _____

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Morris Station TIF Note and TIF Note Ordinance for TIF III

Financial Impact:

\$1,200,000 - 341-265-49403 - TIF3

Attachments:

1. O-25-03-11 - Exhibit A - Morris - TIF III Note

Background:

On June 13, 2022, the Village and Sterling Hall executed a Redevelopment Agreement for Morris Station and agreed to mechanisms and parameters for approval of TIF Notes; and Approved Eligible Costs. In the Agreement, language stated that Developer shall be entitled to be reimbursed for Approved Eligible Costs via TIF Notes after the costs have been incurred, and said costs are approved as provided in Section 10(D).

Terms of TIF II Note: Maximum amount capped at \$1,200,000. The TIF III Note shall:

1. be issued in the amount of the TIF III Note Principal,
2. evidence the Village's obligation to reimburse Developer for TIF III Approved Eligible Costs, subject to and in accordance with this Agreement,
3. have a maximum term equal to the lesser of
 - a. 20 years,
 - b. the remaining term of the TIF III Redevelopment Plan, which is scheduled to expire on December 31, 2040, and
 - c. the maximum term permitted by the TIF Act and other Requirements of Law,
4. be secured solely by a first lien on the TIF III Pledged Amount, and

Recommendation:

Motion to pass an Ordinance Providing for Issuance of Tax Increment Allocation Revenue Note (Morris Station LLC - TIF III Note)(101 East Maple Avenue).

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on March 24, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-03-11
which is entitled

Morris Station TIF Note and TIF Note Ordinance for TIF III

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 3/25/2025, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 3/25/2025.

Village Clerk

ORDINANCE NO. O-25-03-11

ORDINANCE PROVIDING FOR ISSUANCE OF TAX INCREMENT ALLOCATION REVENUE NOTE (MORRIS STATION LLC – TIF III NOTE)(101 EAST MAPLE AVENUE)

WHEREAS, on July 11, 2016, the Village of Mundelein (the "Village") adopted Ordinance Numbers 16-07-038, 16-07-039, and 16-07-040 (collectively, the "Redevelopment Approvals"), approving, among other matters, the "Village of Mundelein Redevelopment Plan Proposed Downtown TIF District III" for certain property located within the Village and identified in such ordinances as "TIF III" (the "Redevelopment Project Area"); and

WHEREAS, the Redevelopment Plan is a plan for the redevelopment of certain property located within the Village that is identified therein and is commonly known as "TIF III" (the "Redevelopment Project Area"); and

WHEREAS, on June 13, 2022, the Village adopted Resolution Number 22-06-35, approving a "Redevelopment Agreement by and between the Village of Mundelein and Morris Station LLC (538 Morris Avenue, 131 and 135 East Maple Avenue, 133 East Maple Avenue, and 546 Morris Avenue, and 101 East Maple Avenue)" (the "Agreement") providing for the development of a residential development (the "Redevelopment Project"), a portion of which will be located within property in the Redevelopment Project Area that includes a parcel defined in the Agreement as the "Maple Property"; and

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities") hereby find that the Redevelopment Approvals and the Agreement have been approved in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. and all other applicable law; and

WHEREAS, pursuant to the Agreement, including Section 10 of the Agreement, the Village and Morris Station LLC (the "Owner") agreed that the Owner had paid, or will be paying, certain costs that are expected to be TIF III Approved Eligible Costs (as defined in the Agreement); and

WHEREAS, it serves a public purpose, and is necessary to foster the redevelopment of the Redevelopment Property with the Redevelopment Project for the Owner to receive reimbursement for certain TIF III Approved Eligible Costs and it is economically infeasible for the Owner to undertake the Redevelopment Project, and Owner thus is unable to undertake the Redevelopment Project, without receipt of the reimbursement for certain TIF III Approved Eligible Costs, and it is desirable and in the Village's best interests to assist Owner in the manner set forth herein; and

WHEREAS, in the Agreement, the Village agreed to adopt this Ordinance within sixty (60) days after certain events identified in Section 10.F.2 of the Agreement (the "Note Issuance Events") have occurred; and

WHEREAS, the Corporate Authorities hereby determine that (i) the Note Issuance Events have occurred and (ii) Owner is in material compliance with its obligations under the Agreement or, if it is not, that the Village waives such non-compliance, but only for the purpose of approving this Ordinance and for no

other purpose; and

WHEREAS, the Corporate Authorities have determined, based on the terms and conditions of the Agreement and the findings provided for therein, that it would be in the best interests of the Village to approve this Ordinance authorizing the execution and delivery of the Note (as defined below);

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

Section 1: The foregoing recitals are incorporated herein as part of this Ordinance.

Section 2: Pursuant and subject to the terms and conditions of the Agreement, including but not limited to Section 10 of the Agreement, the Corporate Authorities hereby (i) approve the “Village of Mundelein Tax Increment Allocation Revenue Note (Morris Station LLC – TIF III Note)” in substantially the form attached to, and incorporated in, this Ordinance as **Exhibit A** (the “Note”) and (ii) direct the Village’s Director of Finance to create a sub-account of the TIF III special tax allocation fund, into which the Village will deposit the TIF III Pledged Amount (as defined in the Agreement), which sub-account is referred to in the Agreement as the “TIF III Note Account”. The Village hereby appropriates, without further action by the Corporate Authorities, any TIF III Pledged Amount deposited in the TIF III Note Account during the term of the Note to be expended for the purposes set forth in the Note.

Section 3: The Village President, the Village Clerk, and the Village Director of Finance are authorized and directed to execute, attest to, and authenticate the Note and all other Village officers are hereby authorized and directed to take such other action, or cause such other action to be taken, as may be necessary or desirable to issue the Note. The “Dated Date” of the Notes shall be the date upon which this Ordinance is duly approved by the Corporate Authorities. Upon issuance of the Note, the TIF III Note Principal (as defined in the Agreement) shall be \$1,200,000.00. The Note shall bear interest (i) at the rate of 3.0 percent per annum; (ii) that is not tax exempt; and (iii) that shall be simple interest and shall not compound. The Note shall have impressed or imprinted thereon the official corporate seal or facsimile thereof of the Village and shall be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk of the Village, as they shall determine, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note shall have thereon a certificate of authentication executed by the Village Director of Finance as authenticating agent of the Village and showing the date of authentication. The Note shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under this Ordinance unless and until such Note’s certificate of authentication shall have been duly executed by the Village Director of Finance by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance.

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

RESULT:	[Yes 0, No 0, Abstained 0]
MOVER:	None

SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, March 24, 2025

APPROVED: Monday, March 24, 2025

ATTEST: _____

Village Clerk

PRINCIPAL FACE AMOUNT:

\$1,200,000.00

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF LAKE
VILLAGE OF MUNDELEIN
TAX INCREMENT ALLOCATION REVENUE NOTE
(MORRIS STATION LLC – TIF III NOTE)**

Registered Owner:	Morris Station LLC
Interest Rate:	3.0% per annum
Dated Date:	March 24, 2025
Maturity Date:	December 31, 2040

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Mundelein, Lake County, Illinois (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified (i) the TIF III Note Principal, which amount will be determined as provided in the Redevelopment Agreement (as defined below) and (ii) interest on that amount at the Interest Rate per year specified above, as provided in and subject to the terms and conditions of the Redevelopment Agreement, the TIF III Note Ordinance, and this Note. Interest shall (i) be simple (non-compounded); (ii) not be tax exempt; and (iii) be computed on the basis of a 360-day year of twelve 30-day months. The TIF III Note Principal and interest on this Note are payable on February 1 each year, from the TIF III Pledged Amount available on deposit in the TIF III Note Account established pursuant to the TIF III Note Ordinance, on a “cash flow” basis, so that any TIF III Pledged Amount in the TIF III Note Account on February 1 will be used to pay the TIF III Note Principal and interest on this Note until such time as this Note is paid in full or expires. Payments on this Note shall be applied first to accrued but unpaid interest, then to current interest,

and thereafter to the TIF III Note Principal. Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Redevelopment Agreement dated as of July 28, 2022, by and between the Village and Registered Owner (the “Redevelopment Agreement”), the terms of which are incorporated herein by reference.

The TIF III Note Principal shall equal the total amount of TIF III Approved Eligible Costs, but shall not exceed the Maximum TIF III Note Principal of \$1,200,000.00. Interest on TIF III Note Principal shall accrue beginning on the Dated Date.

The TIF III Note Principal and interest on this Note are payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Director of Finance of the Village, as registrar and paying agent (the “Registrar”), as of the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of TIF III Note Principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Mundelein, Illinois or as otherwise directed by the Village. The Village and the Registrar may deem and treat the person in whose name this Note is registered on such registration books as the absolute owner hereof for the purpose of receiving payments under this Note and for all other purposes related to this Note.

This Note is issued by the Village in fully registered form to evidence the TIF III Note Principal, which is intended to reimburse Registered Owner for certain TIF III Approved Eligible Costs incurred by Registered Owner in connection with the Redevelopment Project, which is a

residential development, as further described in the Redevelopment Agreement, located in TIF III within the Village that was established pursuant to the TIF III Ordinances, all in accordance with the Constitution and the laws of the State of Illinois as they may be amended from time to time, and particularly the TIF Act, the Local Government Debt Reform Act (30 ILCS 350/1 et seq.), Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Omnibus Bond Acts, as amended, and the TIF III Note Ordinance, which was adopted by the Board of Trustees of the Village on March 24, 2025, in all respects as by law required, to all of the provisions of which the Registered Owner, by acceptance of this Note, assents.

The Village has assigned and pledged certain rights, title, and interest of the Village in and to the TIF III Pledged Amount, which is a portion of TIF III Incremental Property Taxes, which the Village is entitled to receive pursuant to the TIF Act and the TIF III Ordinances, to pay the TIF III Note Principal and interest on this Note. Reference is hereby made to the aforesaid TIF III Note Ordinance, TIF III Ordinances, and Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. Without limiting the preceding sentence, this Note is secured solely by a first lien on the TIF III Pledged Amount.

This Note is a special, limited obligation of the Village payable solely from the TIF III Pledged Amount consisting of a portion of the TIF III Incremental Taxes to be received by the Village Treasurer pursuant to the TIF Act. If the TIF III Pledged Amount is insufficient to pay all the TIF III Note Principal and interest due under this Note, the Registered Owner shall have no recourse against the Village, other than compelling the Village to deposit the required TIF III Pledged Amounts in the TIF III Note Account from time to time pursuant to the TIF Act and the

Redevelopment Agreement and to use such TIF III Pledged Amount in each year solely to pay such TIF III Note Principal and interest. The Registered Owner shall have no right to compel the exercise of the taxing authority of the Village or to use any funds of the Village (other than the TIF III Pledged Amount in the TIF III Note Account) for payment of the TIF III Note Principal and interest.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Mundelein, Illinois, but only in the manner and subject to the limitations provided in the TIF III Note Ordinance and the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF III Note Principal, and otherwise with the same terms and conditions of this Note, will be issued to the transferee in exchange herefor and upon the issuance of such new Note, this Note shall be surrendered and cancelled. Any accrued but unpaid interest as of the date of transfer shall be payable as provided herein, but shall not be added to the principal of the new Note. An assignment by the Registered Owner of its right, title, and interest in and to, and under this Note and the payments due under this Note as collateral for a loan will not be deemed a transfer of this Note. This Note shall be executed and delivered as provided in the TIF III Note Ordinance and the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

If any provision of this Note is deemed void, invalid, or unenforceable, that provision will be deemed ineffective to the extent it is void, invalid, or unenforceable, but the remaining provisions of this Note shall be deemed unaffected and shall remain in full force and effect.

This Note shall not be valid or become obligatory for any purpose until it has been signed by the Village President and attested to and impressed with the Village Seal by the Village Clerk, and until the certificate of authentication hereon shall have been signed by the Registrar.

[Signature Page Follows]

IN WITNESS WHEREOF, the Village of Mundelein, Lake County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of _____, 20____.

Village President

(SEAL)

Attest:

Village Clerk

Registrar and Paying Agent: Director of
Finance of the Village of Mundelein, Lake
County, Illinois

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned
TIF III Note Ordinance and is the Tax Increment
Allocation Revenue Note (Morris Station LLC
- TIF III Note), Village of Mundelein, Lake
County, Illinois.

Director of Finance

Date: _____

To: Mayor and Board of Trustees

From: Colleen Malec, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Belle Tire - 2025 South Lake Street - Preliminary and Final Plats of Subdivision

Financial Impact:

N/A

Attachments:

1. R-25-03-9 - Exhibit A - Plat of Subdivision - Belle Tire

Background:

In March 2024, the Village approved plans for a proposed Belle Tire facility (Motor Vehicle Service and Repair, Minor) at 2025 South Lake Street. The approvals included:

- Special Use
- One Variation regarding building transparency
- Plat of Consolidation

Since then, they have been continually working with the Army Corps of Engineers for approval of stormwater discharge to the creek. Because of the unanticipated delay, the Plat of Consolidation needs to be re-approved. Section 19.08.030(A)(5) of the Municipal Code requires plats to be recorded within 90 days of approval by the Village Board. There have been no changes to the previously approved plat.

Recommendation:

Motion to adopt a Resolution approving Preliminary and Final Plats of Subdivision for the Belle Tire Mundelein Consolidation located at 2025 South Lake Street, Mundelein, Illinois

I hereby certify that the attached is an original of

Resolution No. R-25-03-9

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

that it was posted in the Village Hall commencing on

3/25/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-03-9

RESOLUTION APPROVING PRELIMINARY AND FINAL PLATS OF SUBDIVISION FOR THE BELLE TIRE MUNDELEIN CONSOLIDATION (LOCATED AT 2025 SOUTH LAKE STREET, MUNDELEIN, ILLINOIS)

WHEREAS, Enright Architects (the “Developer”) has submitted Preliminary and Final Plats of Subdivision for the Belle Tire Mundelein Consolidation, which is attached hereto as **Exhibit A** (the “Preliminary and Final Plats of Subdivision”); and

WHEREAS, the Village of Mundelein (the “Village”) Planning and Zoning Commission has considered the Developer's application for approval of the Plat of Subdivision and has recommended approval thereof; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Plat of Subdivision and have determined that it would be in the best interests of the Village to approve the Plat of Subdivision; and

WHEREAS, the Village President and Village Clerk are hereby authorized to sign the Final Plat of Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, that the Preliminary and Final Plats of Subdivision are hereby approved; this Ordinance shall be in full force and effect from and after (i) its passage, approval, filing and publication in pamphlet form, as by law provided.

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

President

ADOPTED: Monday, March 24, 2025

APPROVED: Monday, March 24, 2025

ATTEST: _____

Village Clerk

IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



THE BASIS OF BEARINGS FOR THIS
SURVEY IS THE ILLINOIS STATE
PLANE COORDINATE SYSTEM, NAD 83
(2011), ZONE 1201 ILLINOIS EAST



THERE SHALL BE AT MOST, ONE (1) DIRECT VEHICULAR ACCESS BETWEEN THE PLATTED LANDS AND U.S. ROUTE 45 (LAKE STREET) FROM LOT 1, AS DEPICTED HEREIN.

LEGEND

- SET 7/8" O.D.I.P.
UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT
UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE
UNLESS OTHERWISE NOTED

ABBREVIATIONS

O.D.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND
DRAINAGE EASEMENT

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
 ————— ADJACENT LAND PARCEL LINE
 ————— LOT LINE
 - - - - - EASEMENT LINE
 - - - - - CENTERLINE
 - - - - - BUILDING SETBACK LINE
 - - - - - SECTION LINE

AREA SUMMARY

GROSS: 56,051 SQUARE FEET OR 1.287 ACRES
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES

NET AREA LOT 1: 56,051 SQUARE FEET OR 1.287 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

J:\PSDATA\2023 PROJECTS\23.0071\23.0071-01 PLAT OF SUB\23.0071-01-SUB.DWG

1 OF 2

SCALE: 1" = 20'

COMPASS

SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502

PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT

Belle Tire - Mundelein
2025 S. Lake Street

CLIENT

Contour Land Group
628 E. Parent Avenue, Suite 100
Royal Oak, MI 48067

DATE: 08-14-23

PC N/A

DRAWN BY RHM

CHECKED BY DW

BOOK N/A

PG N/A

NO.

1.

REVISIONS

REVISED PER EMAIL DATED 12-14-2023

DATE

12-14-23

BY

RHM

SUBMITTED BY AND RETURN TO:

VILLAGE OF MUNDELEIN
300 PLAZA CIRCLE
MUNDELEIN, ILLINOIS 60060

PRELIMINARY PLAT OF SUBDIVISION
BELLE TIRE MUNDELEIN CONSOLIDATION

IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

SPACE FOR I.D.O.T. STAMP

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS
DEPARTMENT OF TRANSPORTATION WITH RESPECT TO
ROADWAY ACCESS PURSUANT OF CH. 2 OF "AN ACT TO
REVISE THE LAW IN RELATION TO PLATS," AS AMENDED.
A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN
THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS
DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY
THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

OWNER'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT _____, LLC, A
LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN
HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY TO BE SURVEYED AND
SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND
AS ALLOWED AND PROVIDED BY STATUTES, AND SAID LIMITED LIABILITY COMPANY DOES
HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE
BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE
LIMITS OF DIAMOND LAKE SCHOOL DISTRICT 76, STEVENSON HIGH SCHOOL DISTRICT 125 AND
COLLEGE OF LAKE COUNTY 532.

DATED AT _____, _____, THIS _____ DAY OF _____, A.D., 20 _____.

OWNER NAME: _____

ADDRESS: _____

BY: _____
SIGNATURE

TITLE: _____
PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID
COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____
(PRINT NAME) _____ (TITLE) OF
SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH
_____, APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN
FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED
LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF
_____, A.D., 20_____.

NOTARY PUBLIC SIGNATURE _____

(PRINT NAME)

SURFACE WATER STATEMENT

STATE OF _____)
COUNTY OF _____)SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL
NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF,
OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION
HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC
AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE
WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING
PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY
BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D., 20_____.

ILLINOIS PROFESSIONAL ENGINEER _____

LICENSE NUMBER _____

EXPIRATION DATE _____

OWNER OR ATTORNEY _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO
HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT
GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL
ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER
CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____.

LAKE COUNTY CLERK _____

PLAN COMMISSION CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I, _____, CHAIRMAN OF THE VILLAGE OF MUNDELEIN PLAN
COMMISSION, DO CERTIFY THAT ON THIS _____ DAY OF _____, A.D. 20____,
THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE
OF MUNDELEIN.

CHAIRMAN _____

SECRETARY _____

VILLAGE TREASURER

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID ASSESSMENTS DUE AGAINST
THIS TRACT OF LAND INCLUDED IN THE PLAT HEREON DRAWN.

VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, DATED THIS _____ DAY OF
_____, A.D., 20_____.

VILLAGE TREASURER _____

VILLAGE ENGINEER

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY,
ILLINOIS, THIS _____ DAY OF _____, A.D., 20_____.

VILLAGE ENGINEER _____

VILLAGE CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED BY THE PLAN PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
MUNDELEIN, LAKE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D., 20_____.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I, DANIEL W. WALTER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585, HAVE SURVEYED
AND SUBDIVIDED THE FOLLOWING PROPERTY:

THE SOUTH 150 FEET OF THE NORTH 701.96 FEET OF THE WEST 250 FEET OF GOVERNMENT
LOT 2 IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 43 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART
TAKEN FOR ROUTE 45), IN LAKE COUNTY, ILLINOIS.

TOGETHER WITH:

LOT X IN OAK CREEK PLAZA, BEING A SUBDIVISION OF THE FRACTIONAL NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1987 AS DOCUMENT 2598018,
AND CORRECTED BY DOCUMENTS 2666194, 2666195, 2687774 AND 2724030, IN LAKE
COUNTY, ILLINOIS.

AS SHOWN BY THE ATTACHED PLAT WHICH IS A REPRESENTATION OF SAID SURVEY AND
SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION
IS WITHIN THE VILLAGE OF MUNDELEIN WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE
PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS
ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREFTER AMENDED, AND THIS
SITE FALLS WITHIN OTHER AREAS: ZONE X*(AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP, MAP
NUMBER 17097C0251K, HAVING A REVISED DATE OF SEPTEMBER 18, 2013.

GIVEN UNDER MY HAND AND SEAL AT AURORA , ILLINOIS THIS _____ DAY OF
_____, 20_____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
DANIEL W. WALTER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585
LICENSE EXPIRES 11/30/2024

SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I HEREBY DESIGNATE THE VILLAGE OF MUNDELEIN, AND/OR REPRESENTATIVES THEREOF, TO
RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO
CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____, 20_____, AT AURORA, KANE
COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
DANIEL W. WALTER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585
LICENSE EXPIRES 11/30/2024

J:\PSDATA\2023 PROJECTS\23.0071\23.0071-01 PLAT OF SUB\23.0071-01-SUB.DWG

PROJ. NO.: 23.0071-01

2 OF 2

SCALE: N/A

COMPASS
SURVEYING LTD



ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT

Belle Tire - Mundelein
2025 S. Lake Street

CLIENT

Contour Land Group
628 E. Parent Avenue, Suite 100
Royal Oak MI 48067

DATE: 08-14-23

PC N/A

DRAWN BY RHM

CHECKED BY DW

BOOK N/A

PG N/A

NO.

REVISIONS

DATE

BY

1.

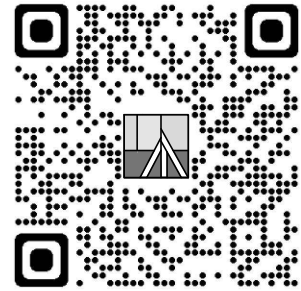
REVISED PER EMAIL DATED 12-14-2023

12-14-23

RHM

SUBMITTED BY AND RETURN TO:

VILLAGE OF MUNDELEIN
300 PLAZA CIRCLE
MUNDELEIN, ILLINOIS 60060

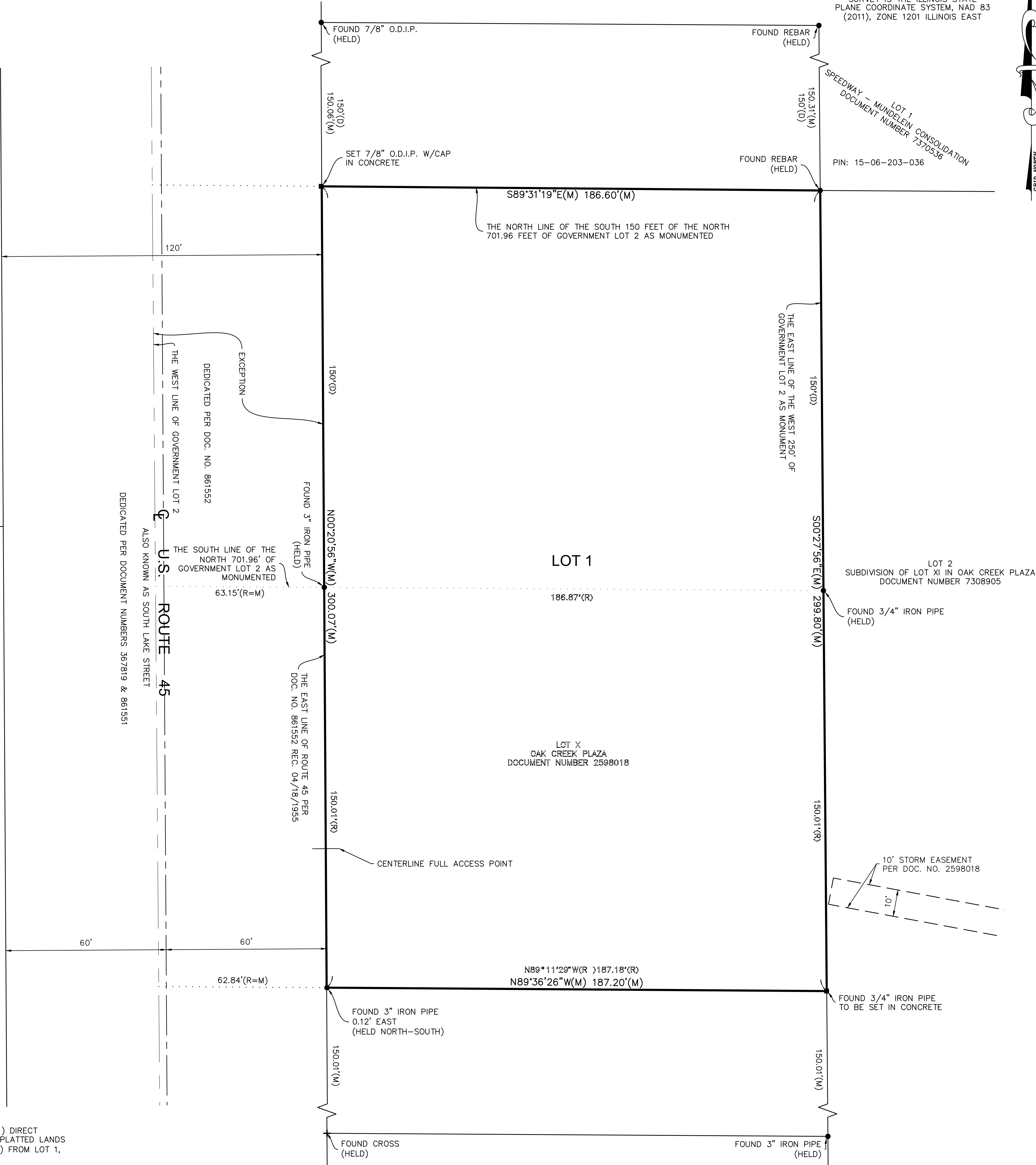


FINAL PLAT OF SUBDIVISION BELLE TIRE MUNDELEIN CONSOLIDATION

IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS
SURVEY IS THE ILLINOIS STATE
PLANE COORDINATE SYSTEM, NAD 83
(2011), ZONE 1201 ILLINOIS EAST



NOTE

THERE SHALL BE AT MOST, ONE (1) DIRECT
VEHICULAR ACCESS BETWEEN THE PLATTED LANDS
AND U.S. ROUTE 45 (LAKE STREET) FROM LOT 1,
AS DEPICTED HEREIN.

LEGEND

- SET 7/8" O.D.I.P.
UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT
UNLESS OTHERWISE NOTED
- SET CROSS IN CONCRETE
UNLESS OTHERWISE NOTED

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND
DRAINAGE EASEMENT

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

AREA SUMMARY

GROSS: 56,051 SQUARE FEET OR 1.287 ACRES
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES
NET AREA LOT 1: 56,051 SQUARE FEET OR 1.287 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

J:\PSDATA\2023 PROJECTS\23.0071\23.0071-01 PLAT OF SUB\23.0071-01-SUB.DWG

1 OF 2

SCALE: 1" = 20'

COMPASS
SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT

Belle Tire - Mundelein
2025 S. Lake Street

CLIENT

Contour Land Group
628 E. Parent Avenue, Suite 100
Royal Oak MI 48067

DATE: 08-14-23

PC N/A

DRAWN BY RHM

CHECKED BY DW

BOOK N/A

PG N/A

NO.

REVISIONS

DATE

BY

1.

REVISED PER EMAIL DATED 12-14-2023

12-14-23

RHM

FINAL PLAT OF SUBDIVISION
BELLE TIRE MUNDELEIN CONSOLIDATION

IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

SPACE FOR I.D.O.T. STAMP

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS
DEPARTMENT OF TRANSPORTATION WITH RESPECT TO
ROADWAY ACCESS PURSUANT OF CH. 2 OF "AN ACT TO
REVISE THE LAW IN RELATION TO PLATS," AS AMENDED.
A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN
THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS
DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY
THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

OWNER'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT _____, LLC, A
LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN
HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY TO BE SURVEYED AND
SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND
AS ALLOWED AND PROVIDED BY STATUTES, AND SAID LIMITED LIABILITY COMPANY DOES
HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE
BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE
LIMITS OF DIAMOND LAKE SCHOOL DISTRICT 76, STEVENSON HIGH SCHOOL DISTRICT 125 AND
COLLEGE OF LAKE COUNTY 532.

DATED AT _____, _____, THIS _____ DAY OF _____, A.D., 20 _____.

OWNER NAME: _____

ADDRESS: _____

BY: _____
SIGNATURE

TITLE: _____
PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID
COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____
(PRINT NAME) _____ (TITLE) OF
SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH
_____, APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN
FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED
LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF
_____, A.D., 20_____.

NOTARY PUBLIC SIGNATURE _____

(PRINT NAME)

SURFACE WATER STATEMENT

STATE OF _____)
COUNTY OF _____)SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL
NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF,
OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION
HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC
AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE
WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING
PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY
BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D., 20_____.

ILLINOIS PROFESSIONAL ENGINEER _____

LICENSE NUMBER _____

EXPIRATION DATE _____

OWNER OR ATTORNEY _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO
HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT
GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL
ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER
CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20_____.

LAKE COUNTY CLERK _____

PLAN COMMISSION CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I, _____, CHAIRMAN OF THE VILLAGE OF MUNDELEIN PLAN
COMMISSION, DO CERTIFY THAT ON THIS _____ DAY OF _____, A.D. 20____,
THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE
OF MUNDELEIN.

CHAIRMAN _____

SECRETARY _____

VILLAGE TREASURER

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID ASSESSMENTS DUE AGAINST
THIS TRACT OF LAND INCLUDED IN THE PLAT HEREON DRAWN.

VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, DATED THIS _____ DAY OF
_____, A.D., 20_____.

VILLAGE TREASURER _____

VILLAGE ENGINEER

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY,
ILLINOIS, THIS _____ DAY OF _____, A.D., 20_____.

VILLAGE ENGINEER _____

VILLAGE CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED BY THE PLAN PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
MUNDELEIN, LAKE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D., 20_____.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I, DANIEL W. WALTER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585, HAVE SURVEYED
AND SUBDIVIDED THE FOLLOWING PROPERTY:

THE SOUTH 150 FEET OF THE NORTH 701.96 FEET OF THE WEST 250 FEET OF GOVERNMENT
LOT 2 IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 43 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART
TAKEN FOR ROUTE 45), IN LAKE COUNTY, ILLINOIS.

TOGETHER WITH:

LOT X IN OAK CREEK PLAZA, BEING A SUBDIVISION OF THE FRACTIONAL NORTHEAST 1/4 OF
SECTION 6, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1987 AS DOCUMENT 2598018,
AND CORRECTED BY DOCUMENTS 2666194, 2666195, 2687774 AND 2724030, IN LAKE
COUNTY, ILLINOIS.

AS SHOWN BY THE ATTACHED PLAT WHICH IS A REPRESENTATION OF SAID SURVEY AND
SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION
IS WITHIN THE VILLAGE OF MUNDELEIN WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE
PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS
ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREFTER AMENDED, AND THIS
SITE FALLS WITHIN OTHER AREAS: ZONE X*(AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP, MAP
NUMBER 17097C0251K, HAVING A REVISED DATE OF SEPTEMBER 18, 2013.

GIVEN UNDER MY HAND AND SEAL AT AURORA , ILLINOIS THIS _____ DAY OF
_____, 20_____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
DANIEL W. WALTER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585
LICENSE EXPIRES 11/30/2024

SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I HEREBY DESIGNATE THE VILLAGE OF MUNDELEIN, AND/OR REPRESENTATIVES THEREOF, TO
RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO
CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____, 20_____, AT AURORA, KANE
COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
DANIEL W. WALTER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585
LICENSE EXPIRES 11/30/2024

J:\PSDATA\2023 PROJECTS\23.0071\23.0071-01 PLAT OF SUB\23.0071-01-SUB.DWG

PROJ. NO.: 23.0071-01

2 OF 2

SCALE: N/A

COMPASS
SURVEYING LTD



ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT

Belle Tire - Mundelein
2025 S. Lake Street

CLIENT

Contour Land Group
628 E. Parent Avenue, Suite 100
Royal Oak MI 48067

DATE: 08-14-23

PC N/A

DRAWN BY RHM

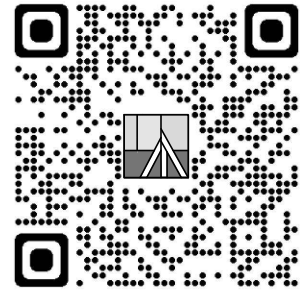
CHECKED BY DW

BOOK N/A PG N/A

NO.	REVISIONS	DATE	BY
1.	REVISED PER EMAIL DATED 12-14-2023	12-14-23	RHM

SUBMITTED BY AND RETURN TO:

VILLAGE OF MUNDELEIN
300 PLAZA CIRCLE
MUNDELEIN, ILLINOIS 60060



To: Mayor and Board of Trustees

From: Colleen Malec, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Amended and Restated Redevelopment Agreement

Financial Impact:

N/A

Attachments:

1. O-25-03-13 - Exhibit A - Amended and Restated RDA - With Exhibits
2. O-25-03-13 - Exhibit B - Legal Description

Background:

A redevelopment project is proposed for Village-owned Lots 2, 4, and 5 of the Village Hall Subdivision, titled "AREA" by Indianapolis-based developer Flaherty & Collins. For more background on the project, please refer to past approvals:

1. Redevelopment Agreement (RDA) – May 22, 2023
2. First Amendment to the RDA (Extending Closing Deadline) – June 25, 2024
3. Zoning Approvals for Multi-Family Residential Building and Parking Garage – July 23, 2024
4. Zoning Approvals for Townhouses – November 26, 2024
5. Second Amendment to the RDA (Extending Closing Deadline) – December 10, 2024

Since the RDA was initially approved in 2023, the project budget increased from \$61.5M to \$89.3M, the reasons for which are outlined in the section below. This increase resulted in a financing gap, which has been mostly bridged by other sources, but there is still assistance needed for the project to be financially feasible. The AREA project is a significant opportunity to redevelop the remainder of the Village Hall Subdivision with a high-caliber residential development, made more significant by its

location within a TIF district (Tax Increment Financing) that is almost halfway through its 23-year lifespan. The time involved to pivot to another developer would put the TIF district closer to its sunset date.

The Village of Mundelein has shown willingness to work with developers by contemplating non-traditional and innovative agreements, while minimizing risk to the Village by completing thorough due diligence and carefully considering all aspects of an agreement. In the case of the *AREA* development, all available tools and creativity are being employed to reduce the financial gap and minimize risk to the Village, with the end goal of creating an environment where projects can thrive. The proposal outlined still adheres to the past practices of the Village by utilizing pay-as-you-go TIF financing mechanisms, with no upfront bonds, and no funds being paid from Village accounts.

Project Budget Changes and Challenges

The cost of the project increased by approximately \$27M (or 45%) since it was initially proposed in 2022. The developer provided detailed documentation citing reasonable causes for the increase, including:

- **Hard Cost Increase** – Increases were primarily associated with materials escalation, development contingency, park and landscaping expenses, and bulk Wi-Fi installation. The Village's financial consultant determined the hard cost increase to be reasonable based on supporting documentation provided by the developer as well as observations of similar construction cost increases caused by inflation, availability of materials, and other factors.
- **Soft Cost Increase** – Increases were primarily associated with fees, construction administration, insurance, and architecture and engineering costs. Insurance rates have increased significantly since 2022, which is true across the industry.
- **Financing Cost Increase** – Net construction interest is based on an interest rate of 7.0%, which is up from 5.0% in 2022.

In addition to the budget increases, Flaherty & Collins has highlighted the challenges of getting deals accomplished and financed in the State of Illinois. Industry experts have also claimed that the financial market is tight, and larger loan funds are not as available as they were in previous years. The debt market continues to be challenging, with high interest rates negatively impacting project viability. Beyond making debt more expensive, high interest rates also reduce estimated property value (because of higher cap rates), which limits the amount of debt projects can obtain. While rents have been increasing, higher construction and operating costs (especially insurance) create financing gaps that rent growth cannot always cover. Projects in Illinois face additional challenges in attracting outside investor equity, with concerns over property taxes, limited population growth, and bad press about the Chicago region and state.

Project Impact

The subject property is located within a TIF District that expires in 2039 (14 years remaining of a 23-

year lifespan). The current taxable Equalized Assessed Value (EAV) of this property is \$0.00 (as it is owned by the Village), and was \$466,820 before the Village acquired the property. The project is estimated to increase the taxable EAV to approximately \$11.8M upon completion. While the overall value and budget of the project is important, the potential taxable EAV of redevelopment is critical to the success of the TIF district. For example, other projects within Downtown TIF districts have increased the EAV (and therefore the TIF funds generated), such as Cardinal Square, Station 250, and Morris Station.

Example Projects Financial Impacts		
Development	Initial Taxable EAV	2024 Taxable EAV
Morris Station East Side	\$317,443	\$4,085,218
Cardinal Square Building C	\$35,840	\$2,534,471
Cardinal Square Building C	\$98,096	\$6,081,754

The more years that pass following the adoption of a TIF district, the fewer years remain to generate property tax increment. Currently, the *Downtown TIF II district*, where the Flaherty & Collins project is proposed, is almost halfway through its lifespan. The Village has been working with Flaherty & Collins since 2020, and the amount of time it may take to pivot to another developer would put the Village much further into the TIF district's remaining 14 years. The likelihood of finding a viable developer quickly that fits the character and parameters of what the Village is trying to accomplish is low, particularly in the current economic situation and volatile market.

Flaherty & Collins is well-known for delivering high-quality residential products and are not strangers to a variety of financing mechanisms – including a recent deal with Orland Park. In the case of the *AREA* project, they have demonstrated a readiness to execute the project quickly upon closing, with construction beginning immediately.

Proposed Financing Mechanism

In brief summary, an amendment to the Redevelopment Agreement is proposed by Flaherty & Collins, after coordinating with Village staff and consultants, which provides for the Village to receive an equity interest in the project in exchange for conveyance of the development property to Flaherty & Collins. The value of the Village's equity interest is \$2,129,414, which is based on the previously-negotiated land purchase price (\$1M) plus the estimated total value of previously-negotiated impact fees (approximately \$1.129M). Upon stabilization of the project or a liquidity event (*e.g.* sale or refinancing), but not later than March 31, 2030, the Village's equity investment will be returned, plus a 3% "success fee". The Village's return is also backed by a guaranty from a guarantor entity that the Village and its financial consultants have evaluated for financial stability and credit worthiness.

Details:

- In lieu of the developer paying the Village cash at closing for the land purchase price, and in lieu of paying impact fees at building permit issuance, the Village would instead receive an equity interest in the project, via membership in an entity to be formed at closing (an

“Entity”).

- The Village’s equity interest in the Entity would be valued as a capital contribution equivalent to the purchase price (\$1M) and estimated impact fees (\$1.129M, based on \$4,667/residential unit).
- The Operating Agreement governing the Entity, which is an exhibit to the amended RDA, provides for funds to be distributed to the Village to repay that capital contribution plus a 3% success fee after the project starts generating income.
- The return of the Village’s investment, plus 3% success fee, will be distributed no later than “stabilization”, which is defined as 90% leased occupancy of the apartment building for 90 days, or upon specified liquidity events, such as a sale or refinance. If these triggers do not occur by the end of a 5-year period (ending March 31, 2030), the distribution to the Village will be due regardless.
- The Village’s right to receive distributions would also be backed by a guarantor. In a scenario where the project is not successful, and cash is not available to make distribution payments to the Village when due, the guarantor would be responsible to provide those payments. Staff and our financial consultant reviewed financial statements of the guarantor. Additionally, it should be noted that the developer’s lender has a completion guarantee from the developer, which provides additional assurance that the project will be completed, even if there are delays.

TIF Note Procedure

At the property closing, the developer intends to assign and transfer TIF Note A to *BOKF, NA*, as trustee, and use the proceeds of that transfer to obtain project financing from a lender. The financing will be structured as an issuance of certificates of participation in the TIF Note A payments. As trustee, *BOKF* will both (i) receive the proceeds of the sale of the certificates and distribute those proceeds to the developer and (ii) receive the Village payments on TIF Note A and distribute them to the lender. To facilitate this structure, the developer will assign and transfer TIF Note A to *BOKF*. This type of assignment and transfer is already contemplated in the original RDA that was approved in 2023, but the specific assignment and transfer requires Village Board approval. That approval is included in the TIF Note Ordinance.

Other Documents for Approval

Staff has attached the following documents for the Village Board’s consideration:

- A. Amended and Restated Redevelopment Agreement: This item had a substantial number of changes that warranted an amended and restated document, which would be cleaner than a standalone amendment describing each change.
- B. Transferee Assumption Agreement: This agreement provides for the original developer, F & C Development, Inc., to assign its rights and obligations under the RDA to a related entity,

Mundelein FC LLC, the developer's entity that will acquire the property and complete the project.

- C. Plat of Resubdivision: The Plat of Resubdivision cleans up lot lines, creates a lot around the pedestrian bridge (which the Village will retain ownership of), establishes necessary easements, and reshapes the front lot line so that it "wraps" better around Plaza Circle.
- D. Final Site Plan and Final Engineering: The Final Site Plan and Final Engineering are referenced in the Plat of Resubdivision approval document, which the RDA requires the Village Board to approve. Please contact staff for copies of any particular document.
- E. Pedestrian Bridge Easement Agreement: This agreement grants the Village a 15-foot easement around the boundaries of the pedestrian bridge, which will provide Village access for future maintenance and repair of the bridge.
- F. Parking License Agreement: This agreement provides for the Village's continued use of the gravel parking lot on Lot 2 after closing, until May 16, 2025, when the area will be needed for construction staging.
- G. TIF Note Ordinance: This ordinance approves and authorizes issuance of TIF Note A and TIF Note B, consistent with the RDA.
- H. Operating Agreement for Mundelein FC Owners, LLC: As compensation for the conveyance of the property, the Village will be granted an equity interest in the project as a "Special Member" of the entity Mundelein FC Owners, LLC, an Illinois limited liability company. This document provides for the terms and structure for the Village's equity interest and distribution of funds.

Recommendation:

Motion to pass an Ordinance Approving and Authorizing Execution of an Amended and Restated Redevelopment Agreement between the Village of Mundelein and F & C Development, Inc. (Flaherty & Collins Development).

[illegible]

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on March 24, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-03-13
which is entitled

Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Amended and Restated Redevelopment Agreement

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on , and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on .

Village Clerk

ORDINANCE NO. O-25-03-13

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MUNDELEIN AND F & C DEVELOPMENT, INC. (FLAHERTY & COLLINS DEVELOPMENT)

WHEREAS, the Village of Mundelein, Lake County, Illinois (the “Village”) is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, F & C Development, Inc. (the “Developer”) and the Village previously entered into that certain “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated May 22, 2023 (the “Original Agreement”); and

WHEREAS, the Village and Developer now desire to amend and restate the Original Agreement by entering into an “Amended and Restated Redevelopment Agreement between the Village of Mundelein and F & C Development, Inc.” in substantially the form attached hereto as **Exhibit A** (the “Restated Agreement”); and

WHEREAS, the Restated Agreement provides for the conveyance by the Village to Developer, and the subsequent redevelopment by Developer, of approximately 5.1 acres of land, commonly known as 322-360 Plaza Circle, 331-339 North Chicago Avenue, and 275-301 Plaza Circle and more specifically identified in the Restated Agreement; and

WHEREAS, the Parties are ready, willing and able to enter into the Restated Agreement and to perform the terms and obligations as required thereunder, and it is in the best interests of the Village to approve the Restated Agreement as set forth in this Ordinance;

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

SECTION I: The Restated Agreement is hereby approved in substantially the form attached hereto as **Exhibit A**, and in a final form to be approved by the Village Administrator. The Village Administrator is further authorized to approve the final form of the exhibits to be attached to the Restated Agreement. Upon and after such approvals by the Village Administrator, the Village President is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, duplicate original copies of the Restated Agreement in its final approved form. Upon its execution, the Restated Agreement shall replace and supersede the Original Agreement in its entirety.

SECTION II: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent

of such conflict.

SECTION IV: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

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

***AFTER RECORDING
RETURN TO:***

Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060
Attn: Village Administrator

THIS SPACE FOR RECORDER'S USE ONLY

**AMENDED AND RESTATED REDEVELOPMENT AGREEMENT
by and between
THE VILLAGE OF MUNDELEIN
and
F & C DEVELOPMENT, INC.
FOR THE REDEVELOPMENT OF
LOT 2 IN THE VILLAGE HALL SUBDIVISION AND
LOTS 1-3 IN THE RESUBDIVISION OF LOTS 4 AND 5 OF THE VILLAGE HALL
SUBDIVISION**

DATED AS OF MARCH ____, 2025

*PINS: 11-30-123-001
11-30-123-002
11-30-123-003 (partial)
11-30-120-002*

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TABLE OF CONTENTS

SECTION 1.	RECITALS.....	1
SECTION 2.	DEFINITIONS; RULES OF CONSTRUCTION.....	3
SECTION 3.	CONVEYANCE OF THE PROPERTY	12
SECTION 4.	DEVELOPMENT OF THE PROJECT.....	17
SECTION 5.	IMPROVEMENTS.....	20
SECTION 6.	PERMITS AND APPROVALS; EARLY WORK.....	23
SECTION 7.	IMPACT FEES AND DONATIONS; VILLAGE FEES.....	23
SECTION 8.	TIF FINANCING.....	25
SECTION 9.	LIABILITY AND INDEMNITY OF VILLAGE.....	28
SECTION 10.	NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.....	28
SECTION 11.	REPRESENTATIONS, COVENANTS, AND WARRANTIES.	29
SECTION 12.	ENFORCEMENT.	30
SECTION 13.	GENERAL PROVISIONS.	31

60
61 **AMENDED AND RESTATED REDEVELOPMENT AGREEMENT**
62 **by and between**
63 **THE VILLAGE OF MUNDELEIN**
64 **and**
65 **F & C DEVELOPMENT, INC.**
66 **FOR THE REDEVELOPMENT OF**
67 **LOT 2 IN THE VILLAGE HALL SUBDIVISION AND**
68 **LOTS 1-3 IN THE RESUBDIVISION OF LOTS 4 AND 5 OF THE VILLAGE HALL**
69 **SUBDIVISION**
70

71 **THIS AMENDED AND RESTATED AGREEMENT** is dated as of the ____ day of
72 _____, 2025, and is by and between the **VILLAGE OF MUNDELEIN**, an Illinois
73 home rule municipal corporation ("**Village**") and **F & C DEVELOPMENT, INC.**, an
74 Indiana corporation ("**Developer**"; the Village and Developer are the "**Parties**").

75 **IN CONSIDERATION OF** the recitals and the mutual covenants and agreements
76 set forth in this Redevelopment Agreement, and pursuant to the Village's home rule powers
77 and all other applicable authority, the Parties agree as follows:

78 **SECTION 1. RECITALS.**¹

79 **A. Background.**

80 1. The Parties previously entered into that certain Redevelopment Agreement
81 dated May 22, 2023, and recorded with the Lake County Recorder of Deeds on June 20,
82 2023 as document number 7979449 (the "**Original Agreement**").

83 2. The Parties have previously entered into (i) a First Amendment to
84 Redevelopment Agreement dated July 24, 2024, which extended the "Closing Date" under
85 the Original Agreement from July 1, 2024 to December 31, 2024, and (ii) a Second
86 Amendment to Redevelopment Agreement dated December 9, 2024, which extended the
87 "Closing Date" under the Original Agreement from December 31, 2024 to March 31, 2025.
88 The Original Agreement, as amended by the First Amendment and the Second Amendment
89 is referred to herein as the "Current Agreement").

90 3. The Parties now desire to further amend and restate the Agreement as set
91 forth herein. The Current Agreement, as amended and restated herein, is referred to herein
92 as the "Agreement".

93 **B. Village's Authority.**

94 1. As a home rule unit of government under Section 6(a), Article VII of
95 the 1970 Constitution of the State of Illinois, and under the TIF Act, the Village has the
96 authority to promote the health, safety, and welfare of the Village and its inhabitants, to
97 prevent the spread of blight, to encourage private development to enhance the local tax

¹ All defined terms are defined in (i) Section 2; and/or (ii) within the body of this Agreement.

base, to increase employment, and to enter into contractual agreements with third parties to achieve these purposes.

2. The Village is authorized under the provisions of the TIF Act to redevelop property and to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act. To stimulate and induce redevelopment pursuant to the TIF Act, the Village has, after giving all notices and conducting all public hearings as required by law, adopted the TIF Ordinances and created the TIF District.

3. The Village is authorized under the TIF Act to adopt the TIF Note Ordinance and issue the TIF Notes to finance the reimbursement of Redevelopment Project Costs, as provided in this Agreement.

C. Redevelopment Property and Project.

1. The TIF District includes the Property, which is currently owned by the Village. The Property was formerly occupied by an industrial development and is currently vacant land.

2. The Property is located in the Village's C-5-VC Village Center zoning district.

3. The Parties desire that: (i) Developer acquire the Property from the Village; and (ii) Developer complete the Project on the Property in accordance with this Agreement and the Approved Documents.

4. The Village has solicited alternative proposals for the acquisition and redevelopment of the Property through a request for proposals, but has received no alternative proposals.

5. The Village also owns the adjacent Village Circle Property and, in conjunction with the Project, the Parties desire that the Village Circle Improvements be completed within the Village Circle Property. Developer desires to contribute to the cost of the Village Circle Improvements as provided in this Agreement.

6. Completion of the Project and the Village Circle Improvements will further the goals set forth in the Redevelopment Plan for the TIF District and are consistent with the Village's Comprehensive Plan.

7. The Village has given all notices required by law prior to entering into this Agreement, including advertising for alternative proposals for acquisition and redevelopment of the Property, all in accordance with the requirements of the TIF Act.

D. Development Incentives to Abate Blight.

1. To stimulate and induce the redevelopment of the Property consistent with the Redevelopment Plan for the TIF District, the Village, pursuant to this Agreement, agrees to finance certain Redevelopment Project Costs for the Project through the issuance of TIF Notes secured by the Incremental Property Taxes in accordance with the terms and

provisions of the TIF Act and this Agreement, all of which will serve a public purpose and are necessary to foster the Project.

2. The Corporate Authorities, after due and careful consideration, have determined that completion of the Project and the Village Circle Improvements is necessary and desirable to: (i) promote sound planning and provide for coordinated property assembly and development within the TIF District in accordance with the Redevelopment Plan; (ii) eliminate certain factors and characteristics affecting the Property that, if left unabated, may cause the Property to be a blighted area; (iii) increase the taxable value of property within the Village and, thereby, produce increased tax revenues for the various taxing districts authorized to levy taxes upon the Property; and (iv) otherwise promote, enhance, and serve the best interests and general welfare of the Village and its citizens.

3. The Corporate Authorities have determined that: (i) it is necessary and desirable to undertake the Project on the Property and to complete the Village Circle Improvements in furtherance of the Redevelopment Plan for the TIF District; (ii) it is necessary for the successful completion of the Project and the Village Circle Improvements that the Village enter into this Agreement with Developer, (iii) it is economically infeasible to, and Developer therefore would not, undertake the Project on the Property without TIF financing assistance via the TIF Notes and the provision of other incentives as provided in this Agreement; (iv) the Village is willing to provide TIF financing for the Project as provided under this Agreement; and (v) it is desirable and in the best interests of the Village and its residents to provide development incentives and assistance to Developer in the manner set forth in this Agreement.

4. Developer and the Village desire: (i) to establish by this Agreement the terms for Developer's acquisition of the Property and the requirements for the Project, including, among other matters, the construction and installation of certain Improvements; (ii) that the Property shall be developed and used only in compliance with this Agreement, the Approved Documents, and (except as modified by this Agreement or the Approved Documents) the Requirements of Law; and (iii) to facilitate completion of the Village Circle Improvements.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Whenever used in this Agreement, the following terms have the following meanings:

"Accounting Date": April 30 of each year during the Term.

"Accredited Investor": An accredited investor, as defined in Rule 501 of Regulation D of the Federal Securities Act of 1933.

"Affiliate": Either (a) a Person that, directly or indirectly, is in Control of, is Controlled by, or is under common Control with, Developer, (b) a Person that is Controlled by David M. Flaherty and/or Lindsey Flaherty, an Indiana resident, or (c) a Person that is Controlled by a Person that is Controlled by David M. Flaherty and/or Lindsey Flaherty.

174 **“Apartment Building”**: The approximately 225-unit multi-family residential
175 apartment building and adjacent parking garage structure to be constructed on Lot 3, all as
176 generally depicted on the Preliminary Site Plan and consistent with Final Plans and the
177 Approved Documents.

178 **“Apartment Project”**: The design and construction of the Apartment Building on
179 Lot 3 as generally depicted on the Preliminary Site Plan and consistent with Final Plans
180 and the Approved Documents.

181 **“Approved Assignee”**: A Person (i) to which Developer desires to assign some or all
182 of its rights and/or obligations under this Agreement, (ii) that has executed and delivered to
183 the Village a Transferee Assumption Agreement, and (iii) that is either (a) an Affiliate or
184 (b) a Person that has demonstrated to the Corporate Authorities that it has (1) substantial
185 experience and success developing projects similar to the portion or portions of the Project
186 that it intends to undertake, (2) the financial capability to complete the portion or portions
187 of the Project that it intends to undertake, and (3) a commitment from a surety, financial
188 institution, or other guarantor to provide the Subdivision Security required by this
189 Agreement, all as determined by the Corporate Authorities, which determination will not
190 be unreasonably withheld, conditioned, or delayed.

191 **“Approved Documents”**: This Agreement and any or all of the following
192 documents as may be necessary to authorize the Project and that have been, or may in the
193 future be, approved by the Village in accordance with this Agreement: (i) TIF Notes, (ii)
194 Final Plans, (iii) plats of resubdivision or consolidation; (iv) Construction Schedule, (v) any
195 and all other ordinances, resolutions, and other documents approved by the Village for the
196 Project; and (vi) any and all other Requirements of Law that do not conflict with this
197 Agreement.

198 **“Approved Eligible Costs”**: Both (i) TIF Note A Approved Eligible Costs and (ii)
199 TIF Note B Approved Eligible Costs.

200 **“Building Code”**: Chapter 16, entitled “Buildings and Construction,” of the
201 Village Code, as it has been and may, from time to time, be amended.

202 **“Change in Law”**: The occurrence, after the Effective Date, of an event described
203 in subsection (i) below, unless such event is excluded pursuant to subsection (ii) or
204 subsection (iii) below:

- 205 (i) Change in Law means any of the following: (a) the enactment,
206 adoption, promulgation, or modification of any Requirement of Law,
207 (b) the order or judgment of any federal or state court, administrative
208 agency, or other governmental body, (c) the imposition by a
209 governmental authority of any conditions on, or delays in, the issuance
210 or renewal of any governmental license, approval, or permit or the
211 suspension, termination, interruption, revocation, modification,
212 denial, or failure of issuance or renewal thereof, by a governmental
213 authority necessary for the undertaking of the improvements or
214 services to be performed under this Agreement, or (d) the adoption,

215 promulgation, modification, or interpretation in writing of a written
216 guideline or policy statement by a governmental agency.

217 (ii) An event described in subsection (i) above shall not be a Change in
218 Law unless the event materially changes the costs or ability of the
219 Party relying thereon to carry out its obligations under this
220 Agreement.

221 (iii) An event that would otherwise be a Change in Law pursuant to
222 subsection (i) and subsection (ii) above shall not be a Change in Law if
223 the event is caused by the fault of the Party relying thereon.

224 **“Closing”**: The consummation of the Village’s sale to Developer, and the
225 Developer’s purchase from the Village, of the Property as contemplated by this Agreement.

226 **“Closing Date”**: The date on which the Closing occurs, which shall be not later than
227 April 4, 2025; provided that such date may be extended by agreement of Developer and the
228 Village Administrator, without further approval by the Corporate Authorities, by up to 60
229 days.

230 **“Commercial Project”**: The design and construction of a retail building, parking
231 facilities, and related improvements on Lot 1, as generally depicted on the Preliminary Site
232 Plan and consistent with Final Plans and the Approved Documents.

233 **“Common Elements”**: Those certain portions of the Property that are developed for
234 common use by the tenants of the residential apartments and townhouses within the
235 Property, including, without limitation, the parking garage and other off-street parking
236 areas, ingress and egress drives and driveways, pedestrian sidewalks and pathways,
237 landscaped areas, and any other interior common elements for the residential development
238 of the Property.

239 **“Construction Schedule”**: The schedule, set forth in ***Exhibit A***, for completion of
240 the Project.

241 **“Control”**: The possession by a Person, directly or indirectly, of the power to direct
242 or cause the direction of the management, activities, and policies of another Person (even if
243 such power is subject to, or becomes subject to, the right of other equity holders to exercise
244 (i) veto rights over major decisions, (ii) removal rights upon a material default in the
245 Controlling Person’s obligations, or (iii) a forced sale or purchase right upon the occurrence
246 of specified events), whether through the ability to exercise voting power, by contract, or
247 otherwise. “Controlled” and “Controlling” each have the meanings correlative thereto.

248 **“Corporate Authorities”**: The President and Board of Trustees of the Village.

249 **“Deed”**: The special warranty deed by which fee simple title to the Property is
250 conveyed from the Village to the Developer as contemplated by this Agreement, which shall
251 be in substantially the form attached hereto as ***Exhibit B***.

252 **“Default”**: A Party’s failure to (i) fully pay any sum of money then due and owing to
253 the other Party on or before the 30th day after it received written notice from the other

Party of such failure or (ii) fully perform any obligation (other than the payment of money) as and when required under this Agreement on or before the 60th day after it receives written notice from the other Party of such failure, except that (a) if an Uncontrollable Circumstance prevents full performance within such 60-day period and (b) if the Party that failed to perform commenced a cure of its failure within such 60-day period, then the 60-day period will be extended by one day for each day the Uncontrollable Circumstance prevented full performance, so long as such Party diligently and continuously prosecutes the cure.

“Developer”: F & C Development, Inc., an Indiana corporation. If this Agreement is assigned to an Approved Assignee consistent with Section 10, then the term “Developer” shall thereafter apply to such Approved Assignee, as applicable.

“Developer Interest Costs”: Interest costs incurred by Developer or an Approved Assignee related to the construction of the Project, as defined by Section 11-74.4-3(q)(11) of the TIF Act, which includes without limitation mortgage or other loan interest on financing obtained by Developer for the acquisition of the Property and/or the development of the Project, and any interest on permanent financing that refinances Project construction financing.

“Effective Date”: May 22, 2023, being the date of approval of the Original Agreement by the Corporate Authorities.

“Eligible Redevelopment Project Costs”: The Redevelopment Project Costs listed on *Exhibit C*.

“Final CCRs”: Covenants, conditions, and restrictions for the redevelopment, use, and operation of any portion of the Property that (i) include such provisions as Developer deems appropriate that do not conflict with the Approved Documents, (ii) are otherwise in a form reasonably acceptable to the Village Attorney, and (iii) are approved by the Corporate Authorities as provided in Section 4.E. Upon such approval, the Final CCRs shall automatically, and without further action by the Parties, be deemed to be incorporated in, and made a part of, this Agreement and the Final Plans for the Project.

“Final Engineering Plans”: The final engineering plans (including any watershed development permits) for the Project, or any portion thereof, that are approved by the Corporate Authorities pursuant to Section 4.E. Upon such approval, the Final Engineering Plans shall automatically, and without further action by the Parties, be deemed to be incorporated in, and made a part of, this Agreement and the Final Plans for the Project.

“Final Plans”: Defined in Section 4.E.

“Final Site Plan”: The final site plan or plans for the Apartment Project, Townhouse Project A, Townhouse Project B, the Commercial Project (or for any two or more of the foregoing) that are approved by the Corporate Authorities pursuant to Section 4.E. Upon such approval, a Final Site Plan shall automatically, and without further action by the Parties, be deemed to be incorporated in, and made a part of, this Agreement and the Final Plans for the Project.

294 **“Improvements”**: All of the Public Improvements and Private Improvements.

295 **“Incremental Property Taxes”**: The portion of the ad valorem taxes, if any,
296 arising from the taxes levied upon the Property that, based on information readily available
297 to the Village, are attributable to increases in the then-current equalized assessed
298 valuation of each taxable lot, block, tract, or parcel comprising the Property over and above
299 the total Initial EAV of each such lot, block, tract, or parcel, all as determined by the
300 County Clerk of Lake County, Illinois, pursuant to and in accordance with the TIF Act, the
301 TIF Ordinances, and this Agreement.

302 **“Initial EAV”**: The “initial equalized assessed value” (as defined in Section 11-74.4-
303 9 of the TIF Act) of the taxable lots, blocks, tracts, or parcels comprising the Property.

304 **“Inspection Period”**: Defined in Section 3.C.2.

305 **“Lot 1”**: Lot 1 of the “Resubdivision of Lots 4 and 5 of the Village Hall Subdivision,”
306 as depicted on the Resubdivision Plat.

307 **“Lot 2A”**: Lot 2 of the Village Hall Subdivision which, by way of identification but
308 not limiting this definition, has a common address of 350 Plaza Circle.

309 **“Lot 2B”**: Lot 2 of the “Resubdivision of Lots 4 and 5 of the Village Hall
310 Subdivision,” as depicted on the Resubdivision Plat.

311 **“Lot 3”**: Lot 3 of the “Resubdivision of Lots 4 and 5 of the Village Hall Subdivision,”
312 as depicted on the Resubdivision Plat.

313 **“Lot 4”**: Lot 4 of the “Resubdivision of Lots 4 and 5 of the Village Hall Subdivision,”
314 as depicted on the Resubdivision Plat.

315 **“Mortgagee”**: Any Person having the benefit of any mortgage(s), deed(s) of trust, or
316 other secured interest, now or subsequently arising, in the Property (or any portion
317 thereof).

318 **“Permitted Exceptions”**: Defined in Section 3.B.4.

319 **“Person”**: Any corporation, partnership, individual, joint venture, limited liability
320 company, trust, estate, association, business, enterprise, proprietorship, government or any
321 bureau, department or agency thereof, or other legal entity of any kind, either public or
322 private, and any legal successor, agent, representative, authorized assign, or fiduciary
323 acting on behalf of any of the above.

324 **“Pledge Percentage”**: Defined in Section 8.B.

325 **“Pledged Amount”**: Defined in Section 8.B.

326 **“Preliminary Site Plan”**: The preliminary plans entitled “Mundelein RDA
327 Submission,” consisting of 10 sheets prepared by KTG Architecture and Planned with a
328 last revised date of October 14, 2022, which are attached to this Agreement as ***Exhibit D***.

329 **“Private Improvements”**: All privately-owned improvements to be constructed
330 upon, over, under, or within the Property as part of the Project, including without
331 limitation (i) earthwork, grading, and similar sitework within the Property, (ii) all
332 privately-owned stormwater facilities that are not located in a public right of way, (iii) all
333 sanitary sewer, potable water, and other utility facilities that are not Public Improvements,
334 (iv) all private buildings, structures, and landscaping, and (v) parking areas and associated
335 parking area lighting and appurtenances; and (vi) all other exterior lighting and signage
336 within the Property, all as generally described or listed within the Approved Documents.

337 **“Property”**: Lot1, Lot 2A, Lot 2B, and Lot 3.

338 **“Project”**: The Apartment Project, Commercial Project, and Townhouse Projects.

339 **“Project Approvals”**: Defined in Section 3.C.4.

340 **“Project Completion Deadline”**: The date that is five years after the Closing Date.

341 **“Public Improvements”**: The public improvements to be constructed by Developer,
342 whether located within or outside of the Property, that are to be dedicated to and accepted
343 by, or otherwise owned by, the Village, another governmental agency, or a public utility,
344 pursuant to Section 5.F, which improvements will be further identified in the Final Plans.

345 **“Redevelopment Plan”**: The redevelopment plan and project for the TIF District
346 authorized under the TIF Act and approved by the Village on July 11, 2016, pursuant to
347 TIF Ordinance No. 16-07-038.

348 **“Redevelopment Project Costs”**: Redevelopment project costs as defined by
349 Section 11-74.4-3(q) of the TIF Act (65 ILCS 5/11-74.4-3(q)).

350 **“Redevelopment Project Note Account”**: Defined in Section 8.C.

351 **“Reimbursement Request”**: Defined in Section 8.F.

352 **“Reimbursement Request Deadline”**: The date that is sixty days after the Project
353 Completion Deadline.

354 **“Requirements of Law”**: All applicable federal and state laws, statutes, codes,
355 ordinances, resolutions, orders, rules, and regulations, and all Village Laws (except as
356 modified in this Agreement or in the Approved Documents), as they may be adopted,
357 amended, or changed from time to time.

358 **“Residential Building”**: Each of the residential buildings that may be constructed
359 by the Developer as a part of the Apartment Project and the Townhouse Projects, as
360 generally depicted on the Preliminary Site Plan and consistent with Final Plans and the
361 Approved Documents.

362 **“Residential Unit”**: Each of the townhouse and apartment residential dwelling
363 units located within the Residential Buildings.

364 **“Resubdivision Plat”**: The Final Plat of Subdivision for the Resubdivision of
365 Lots 4 and 5 of the Village Hall Subdivision, a copy of which is attached hereto as ***Exhibit***
366 ***L***.

367 **“Subdivision Code”**: Title 19 of the Village Code of Ordinances, as it has been and
368 may, from time to time, be amended.

369 **“Subdivision Security”**: The performance security required by Section 19.16.220
370 of the Subdivision Code and the warranty security required by Section 19.16.270 of the
371 Subdivision Code.

372 **“Survey”**: A survey of the Property prepared in accordance with the ALTA/NSPS
373 2021 minimum standard detail requirements, dated not more than six (6) months prior to
374 the Closing, or such shorter timeframe as may be required by the Title company in order to
375 issue the Title Policy.

376 **“Taxing District Impact Fees”**: Dedications of land or cash contributions for
377 public school, library, or parks and recreation purposes.

378 **“Term”**: Defined in Section 10.A.

379 **“TIF”**: Tax increment financing, as further defined and described in the TIF Act.

380 **“TIF Act”**: The Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS
381 5/11-74.4-1, *et seq.*

382 **“TIF District”**: The redevelopment project area created by the TIF Ordinances and
383 commonly known as “TIF III” (Downtown TIF II).

384 **“TIF Fund”**: The special tax allocation fund established by the Corporate
385 Authorities for the TIF District pursuant to the TIF Act.

386 **“TIF Note A”**: A tax increment allocation revenue note to be issued by the Village to
387 provide for the reimbursement to Developer of TIF Note A Approved Eligible Costs and the
388 payment of interest on the principal of such note at a rate of 6.5% per annum, in
389 substantially the form of ***Exhibit F-1***.

390 **“TIF Note A Approved Eligible Costs”**: TIF Note A Eligible Costs that are
391 incurred and submitted for approval by Developer prior to the Reimbursement Request
392 Deadline and which are approved by a Village resolution or ordinance pursuant to Section
393 8.F.

394 **“TIF Note A Eligible Costs”**: Eligible Redevelopment Project Costs, excluding
395 Developer Interest Costs, that do not exceed \$5,188,000.00.

396 **“TIF Note A Principal”**: The total amount of TIF Note A Approved Eligible Costs;
397 provided, however, that the principal of TIF Note A will not exceed \$5,188,000.00. The TIF
398 Note A Principal will be endorsed up as provided in this Agreement and in TIF Note A.

399 **“TIF Note B”**: A note to be issued by the Village to provide for the reimbursement to
400 Developer of TIF Note B Approved Eligible Costs, without interest, in substantially the
401 form of ***Exhibit F-2***.

402 **“TIF Note B Approved Eligible Costs”**: TIF Note B Eligible Costs that are
403 incurred and submitted for approval by Developer during the term of the Redevelopment
404 Plan and which are approved by a Village resolution or ordinance pursuant to Section 8.F.

405 **“TIF Note B Eligible Costs”**: Developer Interests Costs that do not exceed
406 \$10,787,000.00.

407 **“TIF Note B Principal”**: The total amount of TIF Note B Approved Eligible Costs;
408 provided, however, the principal of TIF Note B will not exceed \$10,787,000.00. The TIF
409 Note B Principal will be endorsed up as provided in this Agreement and in TIF Note B.

410 **“TIF Note Ordinance”**: The ordinance approving the Village’s issuance of TIF
411 Note A and TIF Note B, in substantially the form attached as ***Exhibit G***.

412 **“TIF Notes”**: TIF Note A and TIF Note B.

413 **“TIF Ordinances”**: Village of Mundelein Ordinance Nos. 16-07-38; 16-07-39; and
414 16-07-40.

415 **“Title Company”**: The title insurance company that issues the Title Policy.

416 **“Title Policy”**: A title insurance policy issued by the Title Company that will
417 insure Developer’s interest in the Property, subject to the Permitted Exceptions, upon
418 consummation of the Closing.

419 **“Townhouse Project A”**: The design and construction of townhouses and related
420 improvements on Lot 2A, as generally depicted on the Preliminary Site Plan and consistent
421 with Final Plans and the Approved Documents.

422 **“Townhouse Project B”**: The design and construction of townhouses and related
423 improvements on Lot 2B, as generally depicted on the Preliminary Site Plan and consistent
424 with Final Plans and the Approved Documents.

425 **“Townhouse Projects”**: Townhouse Project A and Townhouse Project B.

426 **“Transferee Assumption Agreement”**: An enforceable written agreement, in
427 substantially the form attached as ***Exhibit H*** to this Agreement, pursuant to which an
428 Approved Assignee agrees to be bound by, and Developer may be relieved from, Developer’s
429 obligations under this Agreement.

430 **“Uncontrollable Circumstance”**: Any event that is beyond the reasonable
431 control of and without the fault of the Party relying thereon and includes, but is not limited
432 to, the following events:

433 (i) a Change in Law,

- 434 (ii) insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion,
435 nuclear incident, war, or naval blockade,
436 (iii) epidemic, pandemic, hurricane, tornado, landslide, earthquake, lightning,
437 fire, windstorm, other extraordinary weather condition, or other similar act of
438 God,
439 (iv) governmental condemnation or taking other than by the Village, or
440 (v) strikes or labor disputes, governmental shutdowns other than those caused
441 by the unlawful acts of Developer.

442 Uncontrollable Circumstance does not include economic hardship; impracticability of
443 performance; or commercial, economic, or market conditions.

444 **“Vertical Construction Deadline”**: The date that is six months after the Closing
445 Date.

446 **“Village Circle Contribution”**: Defined in Section 7.C.

447 **“Village Circle Improvements”**: Public improvements to be constructed or
448 installed by the Village upon the Village Circle Property as generally depicted on ***Exhibit***
449 ***D*** and further described on ***Exhibit I*** hereto.

450 **“Village Circle Payment Date”**: Defined in Section 7.C.

451 **“Village Circle Property”**: Lot 6 in the Village Hall Subdivision and adjacent
452 Village rights-of-way.

453 **“Village Fee”**: Any fee, payment, or donation of land or money to the Village that
454 is (i) intended to pay or provide for public facilities or services, (ii) required by Village Laws
455 or custom, and (iii) related to the Project, including without limitation, any (a) connection,
456 tap-on, or recapture fee, (b) the Village Impact Fees, (c) Village Permit Fees, and (d)
457 consultant fees (including without limitation, planner fees, financial consultant fees,
458 engineer fees, and attorney’s fees).

459 **“Village Impact Fees”**: The Capital Development Fee (payable under Chapter 3.36
460 of the Village Code), Transportation Fee (payable under Chapter 3.40 of the Village Code),
461 Stormwater Expansion Fee (payable under Chapter 14.34 of the Village Code), Sewer
462 Additions and Expansion Connection Charge (payable under Section 14.16.080 of the
463 Village Code), Water Additions and Expansion Connection Charge (payable under Section
464 14.16.70 of the Village Code), and applicable fees if the number of replacement trees or
465 urban forestry trees to be planted is less than the required number (payable under Section
466 16.23.130.A of the Village Code).

467 **“Village Laws”**: The Zoning Ordinance, the Subdivision Code, the Building Code,
468 and all other applicable Village ordinances, codes, laws, rules, and regulations in effect and
469 as they may be amended from time to time.

470 **“Village Permit Fees”**: All building permit fees, occupancy permit fees, building
471 plan review fees, building inspection fees, and engineering plan review fees payable
472 pursuant to Village Laws.

473 **“Village Hall Subdivision”**: The real property included within the plat of
474 subdivision recorded as document no. 7064874 with the Lake County Recorder, a copy of
475 which is attached as ***Exhibit E***.

476 **“Zoning Code”**: The Mundelein Zoning Ordinance, which is Title 20 of the Village
477 Code of Ordinances, as it has been and may, from time to time hereafter, be amended.

478 **B. Rules of Construction.**

479 **1. Grammatical Usage and Construction.** In construing this
480 Agreement, pronouns include all genders and the plural includes the singular and vice
481 versa.

482 **2. Headings.** The headings, titles, and captions in this Agreement have
483 been inserted only for convenience and in no way define, limit, or extend the rights and
484 obligations set forth in this Agreement.

485 **3. Calendar Days.** Unless otherwise provided in this Agreement, any
486 reference in this Agreement to “day” or “days” shall mean calendar days and not business
487 days. If the date for giving of any notice required to be given, or the performance of any
488 obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the
489 notice or obligation may be given or performed on the next business day after that
490 Saturday, Sunday, or federal holiday.

491 **SECTION 3. CONVEYANCE OF THE PROPERTY**

492 **A. Purchase and Sale; Consideration.**

493
494 **1. Purchase and Sale.** The Village agrees to sell the Property to the
495 Developer, and the Developer agrees to purchase the Property from the Village, subject to
496 the terms of this Agreement.

497
498 **2. Consideration.** In consideration of the conveyance of the Property:

499
500 (i) The Village shall be granted an equity interest in the Project as the
501 Special Member of Mundelein FC Owners, LLC, which shall be
502 established as an Illinois limited liability company pursuant to an
503 Operating Agreement in substantially the form attached hereto as
504 Exhibit M and in a final form approved by the Village
505 Administrator.

506
507 (ii) Developer shall deliver to the Village at Closing a Guaranty in
508 substantially the form attached hereto as Exhibit N and in a final
509 form approved by the Village Administrator.

510 No earnest money shall be required in this transaction.

512 **3. “As-Is” Conveyance.** The Village will convey the Property to
513 Developer “as is.” The Village shall transfer to Developer all of the Village’s right, title, and
514 interest in and to all of the Property by delivering to Developer at Closing a fully executed,
515 recordable Deed, subject only to the Permitted Exceptions.
516

517 **4. Possession; Village Temporary License.** At Closing, the Village
518 will deliver full possession of the Property to Developer, subject to no tenancies, leasehold
519 interests, or other similar interests except for the Permitted Exceptions. Notwithstanding
520 the foregoing, Developer agrees to grant the Village:
521

522 (i) A temporary license to permit the Village to continue using the
523 existing parking facilities located on the southern portion of Lot 2A
524 until May 16, 2025. At Closing, the Parties shall enter into a
525 mutually acceptable agreement for such temporary license (“**License**
526 **Agreement**”).
527

528 (ii) A 15-foot-wide permanent easement over Lot 3, along the shared
529 boundary line with Lot 4, as more specifically depicted on the
530 Resubdivision Plat, for purposes of Village maintenance and repair
531 of the pedestrian bridge improvements located on Lot 4. At Closing,
532 the Parties shall enter into a mutually acceptable agreement for
533 such permanent easement (the “**Bridge Maintenance Easement**
534 **Agreement**”).
535

536 **5. Termination Rights.** If a Party fails to deliver or cause to be
537 delivered a deliverable that it is required to deliver pursuant to Section 3.D.2 or 3.D.3 as
538 applicable, such failure is a Default, and as a result of such Default the Closing does not
539 occur in accordance with this Agreement, then the other Party may terminate this
540 Agreement upon written notice to the Party in Default.
541

542 **B. Title and Survey.**

543 **1. Title Commitment.** Developer shall deliver or cause to be delivered
544 to the Village, at the Developer’s cost and expense, in form and substance satisfactory to
545 both Parties, at least 30 days prior to the Closing Date (or such lesser time to which the
546 Parties may agree), a preliminary Title Commitment issued by the Title Company, showing
547 title to the Property in the Village.

548 **2. Survey.** At least 30 days prior to the Closing Date (or such lesser time
549 to which the Parties may agree), Developer shall obtain, at the Developer’s expense, a
550 Survey of the Property.

551 **3. Examination.** Developer shall have the right to examine and object
552 to any exceptions to title revealed by the Title Commitment or the Survey during the
553 Inspection Period, as defined and described in Section 3.C, below.

554 **4. Title Policy.** The Village and Developer shall cooperate to cause the
555 Title Company to deliver (or commit to deliver) to Developer at Closing the Title Policy
556 committing Title Company to issue such Title Policy to Developer in the amount of

\$1,000,000.00, subject only to those title exceptions approved in writing by Developer or deemed to be waived or approved by Developer hereunder, if any, (collectively, the “**Permitted Exceptions**”).

5. Title Fees. If this Agreement is terminated for any reason except a default by any party under this Agreement, then any cancellation fee or other costs owed to Title Company shall be shared equally by the Parties. If this Agreement is terminated by reason of a default by any party, then any cancellation fee or other costs of Title Company shall be borne by the defaulting party.

C. Inspection and Examination Period; Contingencies.

1. Satisfaction of Contingencies. Developer’s obligation to purchase, and the Village’s obligation to sell, the Property is contingent upon all of the conditions set forth in this Section 3.C being satisfied or waived on or before the dates set forth herein. If Developer determines that any of the conditions set forth in this Section will not be satisfied by the date provided, then Developer may terminate this Agreement on or prior to the applicable date by written notice to the Village. Upon the termination of this Agreement, neither party shall have any further rights or obligations hereunder except for those that are expressly stated to survive the termination of this Agreement.

2. Inspection Period. Between the Effective Date and the Closing (the “**Inspection Period**”), Developer may, at its sole cost and expense, examine title, physically inspect the Property and its suitability for the Project (including, without limitation, conducting any environmental inspections, sampling, or testing), and evaluate the transaction that is the subject of this Agreement. During the Inspection Period and prior to Closing, Developer may terminate this Agreement for any reason related to the inspection and due diligence efforts described in this Section, as follows:

(i) During the Inspection Period, Developer shall have the right, at Developer’s sole cost and expense, to enter upon the Property, to have surveys prepared, and/or to physically inspect the Property and any structures or improvements thereon.

(ii) During the Inspection Period, Developer shall have the right to review and comment on any exceptions and matters contained in or disclosed by the Title Commitment and Survey and to raise any objections thereto to the Village in writing (each an “**Objection**”). Developer shall be entitled to condition its acquisition of the Property upon the release, discharge, or removal of any Objection, and deletion of such Objection from the Title Policy prior to Closing. Within ten days after receiving written notice of any Objection, the Village shall give Developer written notice either that: (i) the Village shall remove such Objection prior to the Closing at no cost to Developer; or (ii) the Village elects not to cause such Objection to be removed. The Village shall have the right, but not the obligation to cure or remove any Objection, including any monetary encumbrance affecting title, prior to or at Closing. The Village shall not be deemed in default for refusing or failing to cure or remove any Objection and, in such event, Developer’s sole remedy shall be to terminate this Agreement. Any exceptions or matters revealed by the Title

Commitment and/or Survey to which Developer does not Object on or before the Closing Date shall be deemed to be approved by Developer and to be Permitted Exceptions.

- (iii) Upon Closing, Developer shall be deemed to have waived all of the contingencies set forth in this Section.

3. Project Financing. During the Inspection Period, Developer shall obtain financing approvals for the Project. The Village's obligation to sell, the Developer's obligation to purchase, the Property shall be contingent upon Developer having obtained financing, upon terms acceptable to Developer, for the purchase of the Property and construction of the Project based upon a Project budget prepared by Developer. Prior to Closing, Developer shall submit documentation, in a form acceptable to the Village, of a firm financing commitment that will enable Developer to commence construction of the Project consistent with the Construction Schedule. Either Party may terminate this Agreement if the financing contingency set forth in this subsection is not satisfied at or prior to Closing, and such termination shall be the Parties' sole remedy. Upon Closing, Developer and the Village shall be deemed to have waived all of the contingencies set forth in this Section.

4. Project Approvals. During the Inspection Period, Developer shall have the right to apply for and obtain any and all zoning approvals, site plan approvals, subdivision approvals, architectural and building review approvals, environmental permits and approvals, and any other governmental authorizations, permits, entitlements, and approvals necessary to permit Developer to develop, construction, and operate the Project on the Property in a form, and upon terms and conditions, satisfactory to Developer (collectively, the "***Project Approvals***"). If Developer has not obtained the Project Approvals prior to Closing, then either Party may terminate this Agreement, and such termination shall be the Parties' sole remedy. Nothing in this Agreement shall impair the Village's exercise of reasonable regulatory and legislative discretion with respect to any Project Approvals sought from the Village.

D. Closing.

1. Closing. The Closing shall take place through a deed and money escrow at the Title Company. The Closing will be conducted on a date mutually agreed to by the Parties that is not later than the Closing Date. The Closing shall be conducted remotely or at the office of the Title Company, as mutually agreed to by the Parties.

2. Developer's Deliverables. For the Closing, Developer, at its sole cost, shall deliver or cause to be delivered to the Title Company (all in a form attached hereto or otherwise acceptable to Village and the Title Company):

- (i) evidence satisfactory to Title Company that the Person or Persons executing the Closing documents on behalf of Developer have full right, power and authority to do so,
- (ii) Developer's signed counterpart of the License Agreement, in a final form acceptable to both Parties,

- 642 (iii) Developer's signed counterpart of the Bridge Maintenance Easement
643 Agreement, in a final form acceptable to both Parties
- 644 (iv) Developer's signed counterpart to a settlement statement,
- 645 (v) Operating Agreement of Mundelein FC Owners, LLC, in substantially the
646 form attached hereto as Exhibit M and in a final form approved by the
647 Village Administrator, fully executed by all Common Members,
- 648 (vi) Fully executed Guaranty in substantially the form attached hereto as Exhibit
649 N and in a final form approved by the Village Administrator, together with
650 certified financial statements evidencing the creditworthiness of the
651 guarantor and supporting documentation, all in form and substance
652 reasonably acceptable to the Village,
- 653 (vii) Amounts necessary to pay the Developer's Closing costs, which shall be paid
654 through the Closing escrow with the Title Company by wire transfer (in
655 accordance with wire instructions provided by the Title Company),
- 656 (viii) such other customary items, documents, affidavits, instruments, and
657 certificates as the Village or the Title Company may reasonably request to
658 consummate the conveyance of the Property and to cause Title Company to
659 issue the Title Policy. Such items shall be provided in accordance with the
660 Title Company's standard forms with such adjustments or special provisions
661 as may be required to conform to this Agreement.
- 662 **3. Village Deliverables.** At the Closing, the Village, at its sole cost,
663 shall deliver or cause to be delivered to the Title Company the following (all in a form
664 attached hereto or otherwise acceptable to Developer and the Title Company):
- 665 (i) the Deed in substantially the form attached hereto as **Exhibit B**, fully
666 executed and acknowledged by the Village,
- 667 (ii) proof satisfactory to Developer and the Title Company of the organization
668 and good standing of the Village, together with such documentation as the
669 Title Company may require setting forth: (a) the authority of the Village to
670 sell the Property, (b) the authority of any Person to act on behalf of the
671 Village, and (c) incumbency certificates,
- 672 (iii) a bill of sale and assignment, conveying all of the Village's right, title and
673 interest, if any, in and to any and all personal property within the Property,
674 substantially in the form attached hereto as **Exhibit J**,
- 675 (iv) the Survey,
- 676 (v) an ALTA statement in the Title Company's standard form as necessary to
677 issue the Title Policy,
- 678 (vi) a certified copy of the duly-adopted TIF Note Ordinance;

- 679 (vii) one fully executed original of TIF Note A;
- 680 (viii) one fully executed original of TIF Note B;
- 681 (ix) the Village's signed counterpart of the License Agreement, in a final form
682 acceptable to both Parties,
- 683 (x) the Village's signed counterpart of the Bridge Maintenance Easement
684 Agreement, in a final form acceptable to both Parties,
- 685 (xi) Operating Agreement of Mundelein FC Owners, LLC, in substantially the
686 form attached hereto as Exhibit M and in a final form approved by the
687 Village Administrator, executed by the Village,
- 688 (xii) the Village's signed counterpart to a settlement statement, along with any
689 payment necessary to pay Village's Closing costs,
- 690 (xiii) real estate transfer declarations, disclosures, or forms,
- 691 (xiv) the Title Company's required form of certificate stating that the Village is not
692 a foreign person within the meaning of Section 1445 of the Internal Revenue
693 Code and that the Village is not a "United States Real Property Holding
694 Company" as that term is defined in Section 1445 of the United States
695 Internal Revenue Code of 1986,
- 696 (xv) such other customary items, documents, affidavits, instruments, and
697 certificates as the Developer or the Title Company may reasonably request to
698 consummate the conveyance of the Property and to cause Title Company to
699 issue the Title Policy. Such items shall be provided in accordance with the
700 Title Company's standard forms with such adjustments or special provisions
701 as may be required to conform to this Agreement.

702 **4. Closing Costs.** The Village shall pay the following costs with respect
703 to the Closing: (a) all prorations customarily paid by sellers of real property in Lake
704 County, Illinois, (b) the Village's own attorneys' fees, and (c) recording costs for releasing
705 any liens and for curing any other matters affecting title to the Property that are necessary
706 to cause the Title Company to issue the Title Policy subject only to the Permitted
707 Exceptions. Developer shall pay the following costs with respect to the Closing: (a) all
708 prorations customarily paid by purchasers of real property in Lake County, Illinois, (b) the
709 escrow service fee for the Title Company, if any, (c) Developer's own attorneys' fees, (d)
710 applicable transfer or conveyance taxes, if any, (e) the premium for issuance of the Title
711 Policy and the cost of any additional coverages or endorsements to the Title Policy, (f)
712 recording costs other than those specifically allocated to the Village in this paragraph, and
713 (g) any other incidental Closing expenses.

714 **SECTION 4. DEVELOPMENT OF THE PROJECT.**

715 **A. Zoning and Subdivision Approvals.** Prior to commencing construction of
716 the Project, Developer shall be required to apply for and obtain from the Village any and all
717 zoning, subdivision, and other approvals as may be necessary to construct the Project on

the Property consistent with the Final Plans and the Requirements of Law (except to the extent modified by this Agreement or the Approved Documents; provided, however that nothing in this Agreement shall be deemed to modify the requirements of the Zoning Code in effect as of the Effective Date). Upon receipt of a complete application from Developer for any zoning, subdivision, or other approvals for the Project, the Village shall cause the same to be reviewed promptly in accordance with applicable Requirements of Law, including the provision of any and all required public notices and hearings. Nothing in this Agreement shall: (i) limit the legislative discretion of the Corporate Authorities with respect to the review of any request for zoning, subdivision, or other approvals for the Project, or (ii) authorize Developer to begin construction of the Project prior to obtaining any and all approvals required by applicable Requirements of Law.

B. Apartment Project. Developer may develop and use Lot 3 only with the Apartment Project in conformance with: (i) a Final Plans that have been approved pursuant to Section 4.E, (ii) the Zoning Code in effect as of the Effective Date, (iii) the Subdivision Code, and (iv) other applicable Requirements of Law. Developer shall construct the Apartment Project consistent with the Construction Schedule, including commencing vertical construction not later than the Vertical Construction Deadline.

C. Townhouse Projects.

1. Developer may develop and use Lot 2A only with Townhouse Project A in conformance with (i) Final Plans that have been approved pursuant to Section 4.E, (ii) the Zoning Code in effect as of the Effective Date, including without limitation the requirement to apply for and obtain a special use permit for townhouses, (iii) the Subdivision Code, and (iv) other applicable Requirements of Law.

2. Developer may develop and use Lot 2B only with Townhouse Project B in conformance with (i) Final Plans that have been approved pursuant to Section 4.E, (ii) a final plat of resubdivision if required pursuant to applicable Requirements of Law; (iii) the Zoning Code in effect as of the Effective Date, including without limitation the requirement to apply for and obtain a special use permit for townhouses, (iv) the Subdivision Code, and (v) other applicable Requirements of Law.

D. Commercial Project. Developer may develop and use Lot 1 only with the Commercial Project in conformance with (i) a Final Plans that have been approved pursuant to Section 4.E, (ii) a final plat of resubdivision if required pursuant to applicable Requirements of Law; (iii) the Zoning Code in effect as of the Effective Date, including without limitation any special use permit requirements that may apply to a proposed commercial use, (iv) the Subdivision Code, and (v) other applicable Requirements of Law.

E. Approval of Final Documents by the Corporate Authorities. Developer may not commence construction of the Project (except for certain early start work, if permitted pursuant to Section 6) unless and until Developer has submitted to the Village, and the Corporate Authorities have approved, a Final Site Plan and Final Engineering Plans (collectively, "***Final Plans***") for the Project. The Final Site Plan shall be substantially consistent with the Preliminary Site Plan and shall be required to comply with this Agreement, the Approved Documents, the Zoning Code, the Subdivision Code, and all other applicable Requirements of Law (except as expressly modified by this Agreement

or the Approved Documents). A Final Site Plan submittal shall be required to include detailed architectural plans and building elevations, floor plans, landscaping plans, parking plans, lighting plans, signage plans, and sample building materials. A Final Engineering Plan submittal shall be required to include, without limitation, appropriately detailed final versions of civil utility plans, site utility plans, site utility studies, site drainage plans, site utility calculations, soil erosion and sedimentation control plans for areas under development, and any other documents that are required for the issuance of a watershed development permit under Requirements of Law. Review and approval of the Final Plans, Final Engineering Plans, and/or watershed development permits may be obtained for portions of the Project so long as, if they are for only a portion of the Project, they are sufficient in scope and detail to demonstrate, to the Village's reasonable satisfaction, how the remaining portion of the Project will be served. The Village shall promptly review proposed Final Plans submitted by Developer in accordance with Requirements of Law, including conducting such public hearings and meetings as may be required by law prior to approval of the Final Plans by the Corporate Authorities.

F. [Reserved]

G. Compliance with Village Laws. Except as otherwise expressly provided in this Agreement, Developer shall be required to construct the Project in compliance with all Village Laws including, without limitation, all Village building permit, occupancy permit, stormwater management, and rental registration requirements and regulations, as the same may be amended from time to time.

H. Approved Documents Control Development; Compliance with Laws; Conflicts. Notwithstanding any use or development right that may be otherwise applicable or available to the Property, including without limitation rights pursuant to Village Laws and the provisions of the C5-VC Village Center Zoning District under the Zoning Code, the Property shall be used and developed only pursuant to and in conformance with: (i) this Agreement during its term and (ii) the Approved Documents as they may be amended from time to time in the manner provided by law. In developing the Project, Developer shall otherwise be subject to and comply with all Requirements of Law, including Village Laws and including without limitation, but subject to the limits and caps in this Agreement, including Section 7.A.2, requirements for the payment of all fees, charges, expenses, and costs provided for therein. If a provision of an otherwise applicable Village Law or Requirement of Law conflicts with a provision of a lawful Approved Document then, to the full extent allowed by Requirements of Law, such provision of the Approved Document shall be deemed a lawful and binding amendment to, and shall supersede, such inconsistent or conflicting provision of such Village Law or Requirement of Law, as it may relate to the Project or portion thereof.

I. Final CCRs. Prior to issuance of an occupancy permit (either temporary or final) for any Residential Building, Developer shall record against Lot 2A, Lot 2B, and Lot 3 the approved Final CCRs applicable to the relevant portion of the Property and provide a copy of the recorded Final CCRs to the Village.

J. Property Index Numbers. Developer shall notify the Village of all revisions to the property index numbers for the Property promptly after such numbers are assigned

and, for each new property index number assigned, shall identify the former property index number.

SECTION 5. IMPROVEMENTS.

A. Developer's Obligation. Developer shall construct all Public Improvements necessary to serve the Project as provided in the Construction Schedule and the Final Plans.

B. Provision of Water Services. The Project shall connect and tap-on to the Village water system at points determined by the Village Engineer and as shown on the Final Engineering Plans. Developer shall pay all applicable Village Fees for water system connections. All water mains and facilities constructed in furtherance of the provision of water services to the Property (except for service connections to buildings or other improvements) shall, upon installation and approval by the Village as provided in Section 5.F, be dedicated to the Village and, upon their acceptance, become a part of the Village's water system. The Village shall not require Developer to construct or pay for the construction of any watermain, water system improvements, or other related improvements that (i) are not necessary to serve the Project or the Property or (ii) are oversized above the capacity necessary to serve the Project or the Property.

C. Provision of Sanitary Sewer Services. The Project shall connect and tap-on to the Village sanitary sewer system at points determined by the Village Engineer and as shown on the Final Engineering Plans. Developer shall pay all applicable Village Fees for sanitary sewer system connections. All sanitary sewer mains and facilities constructed in furtherance of the provision of sanitary service to the Property (except for service connections to the buildings or other improvements) shall, upon installation and approval by the Village as provided in Section 5.F, be dedicated to the Village and, upon their acceptance, become a part of the Village's sanitary sewer system. The Village shall not require Developer to construct or pay for the construction of any sanitary sewers, sanitary sewer improvements, or other related improvements that (i) are not necessary to serve the Project or the Property or (ii) are oversized above the capacity necessary to serve the Project or the Property.

D. Provision of Stormwater Management Services. The Project shall include construction of stormwater management facilities as provided in the Final Engineering Plans. To the extent that connections are required to Village stormwater facilities, then Developer shall pay any and all applicable Village Fees for such connections in accordance with the Requirements of Law. The Village shall not require Developer to construct or pay for the construction of any stormwater management system improvements or other related improvements that: (a) are not necessary to serve the Project or the Property or (b) are oversized above the capacity necessary to serve the Project or the Property.

E. Construction of Public Improvements; Security. Developer shall construct the Public Improvements in compliance with the Subdivision Code and all other applicable Requirements of Law, including without limitation posting with the Village Subdivision Security in the amounts, and at the times, required by the Subdivision Code to ensure proper and timely completion of the Public Improvements.

847 **F. Transfer of Ownership of Public Improvements and Easements to**
848 **Village.**

849 **1. Transfer Free of Encumbrances.** Upon the Village's approval of, and prior
850 to acceptance of, any Public Improvements, the Developer shall execute, or cause to be
851 executed, such documents, including lien waivers and bills of sale, as the Village shall
852 reasonably request to transfer ownership of such Public Improvements to, and to thereafter
853 evidence ownership of such Public Improvements by, the Village, free and clear of all liens,
854 claims, encumbrances, and restrictions, except for (i) this Agreement or (ii) any restrictions
855 or encumbrances that (a) existed prior to Developer's ownership of the Public
856 Improvements, (b) are necessary for the continued operation of the Public Improvements, or
857 (c) are otherwise accepted by the Village in writing (and the Village will not unreasonably
858 withhold or delay its acceptance). The Developer shall, at the same time of such transfer (i)
859 grant, or cause to be granted, to the Village all easements or other property rights as the
860 Village may reasonably require to install, operate, maintain, service, repair and replace the
861 Public Improvements that have not previously been granted to the Village, free and clear of
862 all liens, claims, encumbrances and restrictions, except for those restrictions that are
863 otherwise accepted by the Village in writing (and the Village will not unreasonably
864 withhold or delay its acceptance); (ii) provide a detailed inventory to the Village of such
865 Public Improvements, which shall include Developer's engineer's as-built plans and
866 quantities of Public Improvements, their estimated fair market value, and their estimated
867 approximate useful life in accordance with Governmental Accounting Standards Board
868 Statement 34; and (iii) post with the Village warranty Subdivision Security as required by
869 the Subdivision Code.

870 **2. Timing, Form, and Effect of Acceptance.** Neither the execution of this
871 Agreement nor the approval or recordation of any plat of resubdivision shall constitute an
872 acceptance by the Village of any Public Improvements. The Village shall accept dedication
873 of completed Public Improvements for the Project, but only after (i) the shell and core of
874 each approved structure to be constructed in the Project has been fully completed, (ii)
875 temporary or final certificates of occupancy have been issued for any Common Elements
876 within the Property and for at least the first dwelling unit in a building constructed as part
877 of the Project, (iii) all interior Common Elements and all exterior Common Elements to be
878 constructed as part of the Project have been fully constructed and installed or, for exterior
879 Common Elements that depend on favorable weather conditions for construction, have been
880 commenced and prosecuted to the extent practical in light of such weather conditions, (iv)
881 all Improvements to be constructed as part of the Project (except Public Improvements to be
882 constructed by the Village) have been fully constructed, and (v) the Village Engineer has
883 certified that the Public Improvements to be constructed by Developer have been completed
884 in accordance with the Final Engineering Plans and other applicable Approved Documents.
885 The acceptance of any Public Improvements shall be made only in compliance with this
886 Agreement and the Subdivision Code. Except as provided in the Subdivision Code
887 (including the requirement to post warranty Subdivision Security), after any Public
888 Improvements have been accepted by the Village, Developer shall have no further
889 obligations to construct, maintain, or repair such Public Improvements.

890 **G. Issuance of Certificates of Occupancy.** The Village shall issue final
891 certificates of occupancy for any building or structure only after (i) Developer has completed
892 (in accordance with this Agreement and the Final Plans and Approved Documents for the

Project) substantially all Improvements, including Public Improvements, that Developer is required to build in conjunction with such building or structure as shown on the approved Final Plans or other Approved Documents for the Project, (ii) the Village has completed any Public Improvements that it is required to build and are necessary, in the reasonable discretion of the Village Administrator, to safely and efficiently serve the building or structure, (iii) in lieu of such completion, other arrangements that do not conflict with Requirements of Law (which may include without limitation the posting of a reasonable cash security or a letter of credit securing the completion of such Improvements) have been approved in writing by the Village Engineer in his sole discretion, and (iv) all Residential Development Fees and other Village Fees that are due at the time of issuance of a certificate of occupancy have been paid as provided in Section 7. Without limiting the preceding sentence (including the Village's Engineer's ability to approve other arrangements), prior to the issuance of any final certificate of occupancy for any building or structure constructed as part of the Project, the Party responsible for constructing any street, vehicle use areas, or parking areas, or portions thereof, intended to serve the building or structure in question as part of the Project must first pave or resurface (as required by this Agreement and Village Laws) such street, vehicle use areas, or parking areas, or portions thereof, in accordance with a plan reasonably approved in writing by the Village Administrator. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all the Improvements and approval and, where appropriate, acceptance thereof by the Village, shall not confer on the Developer any right or entitlement to any other building permit or certificate of occupancy. Notwithstanding anything herein to the contrary, the Village may issue temporary occupancy permits and approvals to the extent authorized by any Approved Documents or Requirements of Law.

H. Damage to Property. Developer, with respect to all Improvements that it is required to construct, shall maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during development of the Property and construction of the Improvements. Further, Developer shall reasonably and promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and shall, reasonably promptly under the circumstances, repair any damage that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer by restoring such property to its condition prior to such damage. The Village, with respect to the Village Circle Improvements, shall maintain its work sites and all streets, sidewalks, and other public property adjacent thereto in a good and clean condition at all times during development of the Village Circle Property and construction of the Village Circle Improvements. Further, the Village shall reasonably and promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to such work sites by Village or any agent of or contractor hired by, or on behalf of, Village; and shall, reasonably promptly under the circumstances, repair any damage to the Property that may be caused by the activities of Village or any agent of or contractor hired by, or on behalf of, Village by restoring such Property to its condition prior to such damage.

937 **SECTION 6. PERMITS AND APPROVALS; EARLY WORK.**

938 **A. Grading Approval.** Developer may apply for permits for grading work
939 before Final Plans have been approved. The Village Engineer may grant or deny such
940 applications in his or her sole discretion, but in any event shall grant such application only
941 if (i) Subdivision Security for the Project or applicable portion thereof has been furnished to
942 the Village, plus an amount reasonably necessary (as determined by the Village Engineer)
943 to pay for the cost of completing any early grading work and/or restoration related to the
944 early grading work, (ii) the proposed work otherwise complies with all Requirements of
945 Law, including without limitation all applicable stormwater management regulations and
946 watershed development permit requirements, and (iii) Developer has paid the necessary
947 fees for the early grading work. Any work pursuant to such permits shall be at the sole risk
948 of Developer with respect to any changes that may be required by the Final Plans.

949 **B. Foundation-Only Permits.** Developer may apply for foundation-only
950 permits as provided in this paragraph. The Village Engineer may grant or deny such
951 applications in his or her sole discretion, but in any event shall grant such application only
952 if (i) a final plat of resubdivision (if required by Village Laws) for the Property has been
953 approved by a resolution of the Corporate Authorities (even if it has not yet been recorded),
954 (ii) Final Plans for the Project have been approved in accordance with this Agreement, (iii)
955 the required grading permits have been approved, and (iv) Subdivision Security for the
956 Project or applicable portion thereof has been furnished to the Village, plus an amount
957 reasonably necessary (as determined by the Village Engineer) to pay for costs of removing
958 the foundations and completing related restoration work if Developer does not commence
959 building construction within the time required by this Agreement. Developer acknowledges
960 that no other building permits shall be issued by the Village, and no framing,
961 superstructure, or vertical construction shall be started on buildings for which foundation-
962 only permits have been issued, until watermains and fire hydrants necessary to provide fire
963 protection to that portion of the Property then under development have been constructed,
964 connected to, tested, and reasonably approved by the Village, and provision has been made
965 for emergency vehicle access thereto on a gravel or other road, all in a manner reasonably
966 acceptable to the Village Fire Chief. In addition, it shall be a requirement for foundation-
967 only permits that the foundation cannot remain for more than six (6) months without the
968 building being constructed, unless Developer requests an extension in writing and such
969 extension is approved by the Village Administrator, who will not unreasonably withhold or
970 delay his or her consent.

971 **SECTION 7. IMPACT FEES AND DONATIONS; VILLAGE FEES**

972 **A. Residential Development Fees.**

973
974 **1. Village Fees and Impact Fees.** For the Residential Units to be
975 constructed in the Apartment Project and Townhouse Projects, the Village Impact Fees are
976 hereby waived, and Developer shall not be required to pay Taxing District Impact Fees.
977

978 **2. Cap on Village Permit Fees.** Developer shall pay Village Permit
979 Fees as required by Village ordinance at the time of permit application; provided, however,
980 that Developer is not required to pay Village Permit Fees for the Apartment Project and
981 Townhouse Projects that exceed, in the aggregate, \$1,250 per Residential Unit. The Village

Permit Fee cap provided in this subsection shall apply to and include Village Permit Fees through issuance of a final certificate of occupancy for each Residential Unit. Any further permits applied for after issuance of the certificate of occupancy for a Residential Unit shall be subject to additional Village Permit Fees as required by Village Laws at the time of the permit application.

B. Commercial Project Fees. With respect to the Commercial Project, Developer shall pay all Village Fees, including without limitation Village Permit Fees, in the amounts and at the times required by Village Laws.

C. Village Circle Contribution. In addition to all other payments, fees, or contributions required under this Agreement, Developer agrees to make a \$300,000.00 contribution to the Village for the design and construction of a portion of the Village Circle Improvements (the “***Village Circle Contribution***”). The Village Circle Contribution is payable in installments in the amounts and by the deadlines (each a “***Village Circle Payment Date***”) set forth below:

Time of Payment	Payment Amount
120 days after issuance of the first certificate of occupancy for a building on the Property.	\$150,000
The first to occur of: (i) 120 days after the Apartment Building reaches 75% occupancy or (ii) two years after issuance of the first certificate of occupancy for the Apartment Building.	\$150,000

The Village is not required to issue any building permit or certificate of occupancy for the Property unless and until Developer pays any installment of the Village Circle Contribution that is due and owing pursuant to the above payment schedule. In consideration of the Village Circle Contribution, the Village agrees to complete the Village Circle Improvements in a manner generally consistent with ***Exhibit D*** and ***Exhibit I*** hereto not later than August 1, 2028, subject to Uncontrollable Circumstances.

D. General Village Fees and Costs; Consultant Fees. In addition to all other payments, fees, or contributions required under this Agreement, Developer shall reimburse the Village for its actual costs incurred for the services of engineering firms, law firms, financial firms, or other consultants engaged by the Village related to the Project pursuant to a Reimbursement of Fees Agreement between the Village and Developer dated February 14, 2022. Nothing in this Agreement limits Developer’s obligations under such Reimbursement of Fees Agreement.

E. No Other Fees Or Impact Contributions. Except for: (i) the Residential Development Fees, Commercial Project Village Fees, Village Circle Contribution, Village cost reimbursements, and other Village Fees that Developer is required pay under this Agreement and (ii) Developer’s commitment to install the Improvements for the Project, Developer is not required by the Village to pay any other Village Fees (including Village Impact Fees) or Taxing District Impact Fees, or to pay any amount or donate any property,

or to construct any public improvements as a condition of the issuance by the Village of any permit or other approval for the Project.

SECTION 8. TIF FINANCING.

A. Approval of TIF Notes; Approved Eligible Costs. To provide for the reimbursement to Developer of Approved Eligible Costs, the Corporate Authorities shall approve the TIF Note Ordinance and execute and deliver the TIF Notes to Developer, as provided in this Section. Notwithstanding any other provision of this Agreement, Developer shall be entitled to be reimbursed for Approved Eligible Costs only after (i) it actually incurs such Approved Eligible Costs, (ii) such Approved Eligible Costs are approved as provided in Section 8.F, and (iii) reimbursement is permitted pursuant to the TIF Act.

B. Pledged Amount; Pledge Percentage. The Village has established the TIF District and adopted tax increment allocation financing for the TIF District pursuant to the TIF Act. For each calendar year within the Term, the Village hereby pledges, for the payment of the TIF Note, an amount equal to the then-applicable Pledge Percentage (as defined below) multiplied by the Incremental Property Taxes received during such year, less (i) payment of all costs reasonably incurred by the Village related to issuance of the TIF Notes (which costs shall be fixed as of the date of the issuance of the TIF Notes), until such amounts are fully paid; (ii) the maximum amounts potentially payable to school districts or public libraries pursuant to Section 11-74.4-3(q)(7.5) and 11-7.4-3(q)(7.7) of the TIF Act as a result of the Project; (iii) required surplus distributions to taxing districts provided for in the Redevelopment Plan, which shall include 10 percent of the Incremental Property Taxes received during the final 11 years of the Redevelopment Plan; and (iv) any amount of the Incremental Property Taxes that must be paid to any other governmental agency or other recipient as a result of a Change in Law after the Effective Date (the “***Pledged Amount***”). The “***Pledge Percentage***” is 95 percent of the Incremental Property Taxes, except that, to incentivize Developer’s prompt completion of the Project, if Developer does not satisfy the Project Completion Deadline, then the Pledge Percentage will be reduced by 5 percentage points per six-month period (or any portion thereof) after the Project Completion Deadline during which Developer’s required performance was not completed. For example and for purposes of illustration only, if Developer is late (but not more than six months late) in performance of the Project Completion Deadline, then the Pledge Percentage would be reduced from 95 percent to 90 percent.

C. Deposit of Pledged Amount in Account. The Village has established the TIF Fund for the TIF District pursuant to the TIF Act. On or before the Accounting Date in each calendar year, the Village shall deposit the Pledged Amount into a sub-account (the “***Redevelopment Project Note Account***”) of the TIF Fund, to be created by the Corporate Authorities via the TIF Note Ordinance. Any Pledged Amounts received after the Effective Date and prior to creation of the Redevelopment Project Note Account shall be held in the TIF Fund but earmarked for transfer to the Redevelopment Project Note Account upon its creation. The Pledged Amount shall be irrevocably pledged to the repayment of amounts due under the TIF Notes, and all Pledged Amounts deposited in the Redevelopment Project Note Account shall be used solely to pay amounts due under the TIF Notes, as provided herein. The Village may, in its sole discretion, but shall have no obligation to, pay the TIF Notes from any other lawful source available to the Village. Any funds contained in the TIF Fund in excess of the Pledged Amount may be used by the Village for any lawful purpose

permitted under the TIF Act (including, but not limited to, calculation and distribution of “surplus” in accordance with Sections 11-74.4-7 and 11-74.4-8a of the TIF Act). Because the TIF Fund is a special fund, the amounts deposited in the Redevelopment Project Note Account shall be disbursed in accordance with this Agreement, the TIF Note Ordinance, and the TIF Notes without further action by the Corporate Authorities. The Village shall not (i) encumber the Redevelopment Project Note Account for any purpose, (ii) borrow or use funds in or pledge the Redevelopment Project Note Account, unless otherwise agreed by Developer in writing, (iii) use funds in the Redevelopment Project Note Account directly or indirectly in any fashion other than as set forth in this Agreement, or (iv) use funds in the Redevelopment Project Note Account to replace any other source of revenue or to repay any other obligation of the Village now existing or arising during the Term.

D. Limited Obligation of the Village. Developer acknowledges that the Pledged Amount may be insufficient to cover the payment of all principal and interest on the TIF Notes and, if the Pledged Amount is insufficient to pay such principal and interest, Developer has no recourse against the Village, other than compelling the Village to deposit the required Pledged Amounts in the Redevelopment Project Note Account from time to time pursuant to the TIF Act and this Agreement and to use such Pledged Amount in each year solely to pay such principal and interest.

E. Terms of TIF Notes.

1. TIF Note A. TIF Note A shall (i) be in the amount of the TIF Note A Principal, (ii) evidence the Village’s obligation to reimburse Developer for TIF Note A Approved Eligible Costs, subject to and in accordance with this Agreement, (iii) bear simple interest at 6.5%, (iv) have a maximum term equal to the remaining term of the Redevelopment Plan, which is scheduled to expire on December 31, 2040, (v) be secured solely by a first lien on the Pledged Amount and provide that it is senior to TIF Note B, (vi) provide for payment of principal and interest once per year on the Accounting Date on a “cash flow” basis, so that any Pledged Amount in the Redevelopment Project Note Account will be used to pay TIF Note A, until such time as TIF Note A is paid in full or expires, (vii) provide that each payment will be applied first to accrued but unpaid interest, second to current interest, and third to principal, (viii) be subject to prepayment by the Village at any time, and (ix) be transferable or assignable only (a) to an Approved Assignee, (b) to a Mortgagee by way of a collateral assignment, (c) to an Accredited Investor, or (d) to another Person, if otherwise approved by the Corporate Authorities in their sole discretion.

2. TIF Note B. TIF Note B shall (i) be in the amount of the TIF Note B Principal, (ii) evidence the Village’s obligation to reimburse Developer for TIF Note B Approved Eligible Costs, subject to and in accordance with this Agreement and the TIF Act requirements, including the requirements (a) that payment of Developer Interest Costs in any one year may not exceed 30% of the annual interest costs incurred by Developer with regard to the Project during that year and (b) the total of TIF Note B Principal paid may not exceed 30% of the total (1) cost paid or incurred by the Developer for the Project plus (2) Redevelopment Project Costs incurred by the Village pursuant to the TIF Act that are incidental to the Redevelopment Plan (excluding any property assembly costs and any relocation costs), (iii) bear no interest, (iv) have a maximum term equal to the remaining term of the Redevelopment Plan, which is scheduled to expire on December 31, 2040, (v) be secured solely by a second lien on the Pledged Amount and provide that it is junior to the

TIF A Note, (vi) provide for payment of principal and interest once per year on the Accounting Date on a “cash flow” basis, so that any Pledged Amount remaining in the Redevelopment Project Note Account that has not been used to pay TIF Note A will be used to pay down the TIF Note B Principal, until such time as TIF Note B is paid in full or expires, (vii) be subject to prepayment by the Village at any time; and (viii) be transferable or assignable only to (a) an Approved Assignee, (b) a Mortgagee by way of a collateral assignment, or (c) to another Person, if otherwise approved by the Corporate Authorities in their sole discretion.

3. Maximum TIF Note Principal. The TIF Note A Principal will be equal to the total, aggregate amount of TIF Note A Approved Eligible Costs, but shall not exceed \$5,188,000.00. The TIF Note A Principal will be endorsed up over the life of TIF Note A, as TIF Note A Eligible Costs are paid by Developer and TIF Note A Approved Eligible Costs are approved by the Corporate Authorities as provided in Section 8.F. The TIF Note B Principal will be equal to the total, aggregate amount of TIF Note B Approved Eligible Costs, but shall not exceed \$10,787,000.00. The TIF Note B Principal will be endorsed up over the life of TIF Note B, as Developer Interest is paid by Developer and TIF Note B Approved Eligible Costs are approved by the Corporate Authorities as provided in Section 8.F.

F. Procedure for Reimbursement Pursuant to TIF Note. For reimbursement of Eligible Redevelopment Project Costs pursuant to the TIF Notes, Developer shall submit to the Village sworn reimbursement requests in the form attached hereto as ***Exhibit K*** including written invoices or other documentation evidencing Developer’s expenditure of Eligible Redevelopment Project Costs (a ***“Reimbursement Request”***). Developer shall not submit (i) more than two Reimbursement Requests in any calendar year, or (ii) a Reimbursement Request for TIF Note A Eligible Costs after the Reimbursement Request Deadline. Each Reimbursement Request shall be accompanied by or include (i) a reasonably detailed description of the Eligible Redevelopment Project Costs that Developer has incurred in connection with the Redevelopment Project and for which the Developer is seeking reimbursement, including identifying such costs as either TIF Note A Eligible Costs or TIF Note B Eligible Costs, (ii) evidence in the form of closing statements, paid receipts, sworn statements, lien waivers for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person included in the Eligible Redevelopment Project Costs for which reimbursement is sought, or other evidence of the expenditure reasonably acceptable to the Village, (iii) bills, contracts, and invoices relative to the Eligible Redevelopment Project Costs, and (iv) other documents or information that the Village shall reasonably require or that Developer believes is relevant to evidence appropriate payment of Eligible Redevelopment Project Costs. The Corporate Authorities shall approve or disapprove a Reimbursement Request within sixty (60) days after its receipt by an ordinance or resolution identifying which submitted Eligible Redevelopment Project Costs identified in the Reimbursement Request (i) have been approved and identifying them as either TIF Note A Approved Eligible Costs or TIF Note B Approved Eligible Costs and (ii) have not been approved, identifying the reasons for any decision not to approve. If the Village does not approve Eligible Redevelopment Project Costs identified in a Reimbursement Request, Developer may re-submit the Eligible Redevelopment Project Costs for approval in a future Reimbursement Request.

1158 **G. Issuance of TIF Notes.** If Developer is in material compliance with its
1159 obligations under this Agreement and is not in Default, and no event has occurred or exists
1160 that, with the passage of time, would be a Default by Developer, then the Corporate
1161 Authorities will approve the TIF Note Ordinance and execute and deliver TIF Note A and
1162 TIF Note B to Developer on the Closing Date.

1163 **SECTION 9. LIABILITY AND INDEMNITY OF VILLAGE.**

1164 Developer shall, to the full extent permitted by law, hold harmless, indemnify, and
1165 defend the Village, the Corporate Authorities, and all Village officers, employees, agents,
1166 representatives, engineers, and attorneys, from any and all claims by any Person not a
1167 Party that is asserted at any time against any of them in connection with (i) the Village's
1168 review and approval of any plans for Private Improvements or Public Improvements; (ii)
1169 the Village's issuance or approval of (a) any approval, permit, certificate, or acceptance for a
1170 Private Improvement or a Developer Public Improvement or (b) an Approved Document; or
1171 (iii) Developer's negligent acts or omissions in the performance of the development,
1172 construction, maintenance, or use of the Property, a Private Improvement, or a Developer
1173 Public Improvement; however, Developer is not obligated to hold harmless, indemnify, or
1174 defend the Village for any claim, to the extent such claim arises out of the Village's
1175 negligence, reckless conduct, or intentional wrongdoing.

1176 **SECTION 10. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

1177 **A. Term.** The term of this Agreement will commence on the Effective Date and
1178 terminate on the same date that the last outstanding TIF Note is paid in full or otherwise
1179 terminates, unless this Agreement is earlier terminated in the manner provided herein (the
1180 "***Term***").

1181 **B. Assignment of Rights and Obligations.** Developer may (i) assign its
1182 rights and obligations under this Agreement only to an Approved Assignee and (ii)
1183 collaterally assign its rights to receive TIF Note payments as provided in Section 8.E. If an
1184 Approved Assignee is acquiring a portion of the Property, upon it becoming bound to
1185 Developer's obligations under this Agreement through (i) the execution by it, the Village,
1186 and Developer of a Transferee Assumption Agreement and (ii) its acquisition of such
1187 portion of the Property, then Developer's liability for such obligations shall be released to
1188 the extent of the Approved Assignee's assumption of such liability.

1189 **C. Recordation; Binding Nature.** This Agreement (or a memorandum
1190 thereof) shall be recorded against the Property and this Agreement and all obligations and
1191 rights of Developer under this Agreement shall run with the Property and each portion
1192 thereof and bind and benefit Developer, an Approved Assignee, or (at the election of the
1193 Corporate Authorities in their sole discretion) any other future fee simple owner of the
1194 Property; however, Developer's rights under Section 7.A.2 to the cap on Residential
1195 Development Fees and under Section 8 to be reimbursed for Approved Eligible Costs
1196 pursuant to the TIF Notes will benefit only Developer and any Approved Assignee.
1197 Developer shall remain liable for any Default that occurs while Developer owns the
1198 Property or any portion thereof, except to the extent that an Approved Assignee has
1199 assumed the applicable Developer obligation(s) pursuant to a Transferee Assumption
1200 Agreement. When this Agreement is terminated or expires, any Party may record a release

of this Agreement (or, if applicable, the memorandum thereof) in a form approved by the other Party, which approval shall not be unreasonably withheld or delayed.

D. Notice; Transferee Assumption Agreement. To assure that any buyer or other transferee (other than a Mortgagee, a tenant of a single residential dwelling unit such as a townhouse or apartment, or a tenant of building space in the Commercial Property) to which Developer is selling or conveying any portion of the Property has notice of this Agreement and its rights, obligations, and other provisions, Developer shall:

(i) notify the Village in writing at least 30 days prior to any date upon which the Developer transfers a legal or beneficial interest in any portion of the Property to any Person; and

(ii) incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any Person; and

(iii) require, prior to the transfer of all or any portion of the Property or any legal or equitable interest therein to any Person, that the Person execute a Transferee Assumption Agreement.

Developer's failure to provide the Village with a fully executed copy of a Transferee Assumption Agreement as required above, if a Default, shall result in Developer remaining fully liable for all of its obligations under this Agreement, but shall not relieve the Person who owns any portion of the Property of its liability for all such obligations as a successor to Developer.

E. Transfer of Property. Nothing in this Agreement prohibits Developer from conveying a real property interest (including a fee simple interest or leasehold estate) in the Property to another Person. However, the rights and obligations under this Agreement of any such Person and of Developer are defined and limited by this Agreement, including this Section.

SECTION 11. REPRESENTATIONS, COVENANTS, AND WARRANTIES.

Developer represents, warrants, and covenants, as of the Effective Date and during the Term, that:

(i) Developer is an Indiana corporation, duly organized and validly existing; as of the Closing Date, Developer (or its Approved Assignee that will take title to the Property, if applicable) shall be duly organized, validly existing, and qualified to do business in Illinois;

(ii) Developer has the right, power, and authority to enter into, execute, deliver, and perform this Agreement;

(iii) the execution, delivery, and performance by Developer of this Agreement have been duly authorized by all necessary limited liability company action, and do not and will not (a) violate its Articles of Organization or operating agreement or any applicable Requirements of Law or (b) constitute a breach of or default under, or require

1240 any consent under, any agreement, instrument, or document to which Developer is now a
1241 party or by which the Developer is now or may become bound;

1242 (iv) to the best of Developer's knowledge, there are no actions or
1243 proceedings by or before any court, governmental commission, board, bureau or any other
1244 administrative agency pending, or to Developer's knowledge, threatened, or affecting
1245 Developer which would impair its ability to perform under this Agreement; and

1246 (v) Developer shall exercise good faith in applying for all government
1247 permits, certificates, and consents (including, without limitation, appropriate
1248 environmental approvals) necessary to conduct its business and to construct and complete
1249 the Project as required by this Agreement.

1250 Village represents, warrants, and covenants, as of the Effective Date and during the
1251 Term, that:

1252 (i) it is an Illinois home rule municipality and has the power and
1253 authority to execute and deliver this Agreement and to perform its obligations hereunder;

1254 (ii) the execution, delivery, and performance by Village of this Agreement
1255 does not and will not (a) violate any applicable Requirements of Law or (b) to the best of the
1256 Village's knowledge, constitute a breach of or default under, or require any consent under,
1257 any agreement, instrument, or document to which Village is now a party;

1258 (iii) to the best of the Village's knowledge, there are no actions or
1259 proceedings by or before any court, governmental commission, board, bureau or any other
1260 administrative agency pending, threatened, or affecting the Village which would impair its
1261 ability to perform under this Agreement; and

1262 **SECTION 12. ENFORCEMENT.**

1263 **A. Remedies and Cure.** If a Party is in Default of this Agreement, the other
1264 Party may file or otherwise initiate any action or proceeding available under Requirements
1265 of Law to enforce this Agreement or seek any other available remedy, including, as to the
1266 Village, a writ of mandamus, except that (i) Developer may not seek or recover monetary
1267 damages against the Village, except for the Village's Default in issuing or paying a TIF
1268 Note, (ii) Developer may not seek or recover monetary damages against any of the Village's
1269 elected or appointed officials, officers, employees, agents, representatives, engineers or
1270 attorneys in their individual capacities, and (iii) in addition to every other remedy available
1271 to it, the Village, if Developer is in Default, may (without the need of filing any action)
1272 withhold the issuance of certificates of occupancy for any and all buildings and structures
1273 within the Property. However, if Developer is not the owner of all of the Property, a Default
1274 of another Person owning other portions of the Property will not be Developer's Default.
1275 With respect to a Party's Default, any Person that is an owner (in whole or part),
1276 shareholder, member, officer, director, employee, attorney, agent, or Mortgagee of a Party
1277 may (but is not personally or individually obligated to) cure the Party's Default. The Village
1278 will not be liable to Developer for any damages or injuries arising, or alleged to arise, from
1279 the Village's (i) review or approval of any plans for the Property or the Improvements or (ii)

issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property or the Improvements.

B. Prevailing Party. If a Party files or otherwise initiates an action or proceeding against the other Party as set forth in this Section, then the prevailing Party in such action or proceeding is entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in connection with such action or proceeding.

C. Exculpation. The owners, shareholders, members, officers, directors, employees, attorneys, and agents of a Party do not have rights or obligations, in their individual or personal capacities, under this Agreement and are not liable in their individual or personal capacities for any Default of such Party.

SECTION 13. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. A notice is deemed received upon the earlier of (i) actual receipt; (ii) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (iii) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party may change the address or the addressee, or both, for all future notices and communications to such Party, but no such change is effective until actually received by the other Party.

Notices and communications to Village shall be addressed to, and delivered at, the following address:

Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060
Attention: Village Administrator

With a copy to:

Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash, 21st Floor
Chicago, IL 60611

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

F&C Development, Inc.
One Indiana Square, Suite 3000
Indianapolis, IN 46204
Attention: Julie Collier

With a copy:

1322 Arik A. Sherk, Esq.
1323 Thompson Hine LLP
1324 10050 Innovation Drive, Suite 300
1325 Dayton, Ohio 45342-4934
1326

1327 The requirements of this Section do not invalidate a notice that is actually received.
1328

1329 **B. Time of the Essence.** Time is of the essence in the performance of all terms
1330 and provisions of this Agreement.

1331 **C. Rights Cumulative.** Unless expressly provided to the contrary in this
1332 Agreement, each and every one of the rights, remedies, and benefits provided by this
1333 Agreement are cumulative and not exclusive of any other such rights, remedies, and
1334 benefits allowed by law.

1335 **D. Non-Waiver.** Neither Party is obligated to exercise any of its rights under
1336 this Agreement; however, if a Party exercises a right, it must do so in accordance with this
1337 Agreement. Subject to limitations periods and other defenses under Requirements of Law, a
1338 Party's failure to exercise a right does not waive the right or affect its right to enforce that
1339 right or any other right in the future.

1340 **E. Governing Law.** This Agreement shall be governed by, and enforced in
1341 accordance with, the internal laws, but not the conflicts of laws rules, of the State of
1342 Illinois.

1343 **F. Severability.** If any provision of this Agreement is held by a court of
1344 competent jurisdiction to be invalid, void, or unenforceable, such provision shall be deemed
1345 to be removed therefrom and the invalidity thereof shall not affect any of the other
1346 provisions contained herein.

1347 **G. Entire Agreement.** This Agreement constitutes the entire agreement
1348 between the parties related to the subject matter of this Agreement and supersedes any and
1349 all prior agreements and negotiations between the Parties, whether written or oral, relating
1350 to the subject matter of this Agreement.

1351 **H. Exhibits.** The following Exhibits attached to this Agreement are, by this
1352 reference, incorporated in and made a part of this Agreement:

Exhibit	Item
A	Construction Schedule
B	Form of Deed
C	List of Eligible Redevelopment Project Costs
D	Preliminary Site Plan
E	Village Hall Subdivision plat of subdivision
F-1	Form of TIF Note A
F-2	Form of TIF Note B
G	TIF Note Ordinance
H	Form of Transferee Assumption Agreement
I	Description of Village Circle Improvements

1369 **IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the date first
1370 above written.

1371
1372
1373 ATTEST:

VILLAGE OF MUNDELEIN, an Illinois home
rule municipal corporation

1374
1375
1376
1377 _____
1378 Village Clerk

By: _____

Village President

1379
1380
1381
1382
1383 **ACKNOWLEDGEMENT**

1384 STATE OF ILLINOIS)
1385) SS.
1386 COUNTY OF LAKE)

1387
1388 The foregoing instrument was acknowledged before me on _____,
1389 2025, by _____, the Village President of the **VILLAGE OF MUNDELEIN**,
1390 an Illinois home rule municipal corporation, and by _____, the Village Clerk
1391 of said municipal corporation.

1392
1393 Given under my hand and official seal this ____ day of _____,
1394 2025.

1395
1396 _____
1397 Signature of Notary

1398
1399 SEAL

1400
1401
1402 My Commission expires: _____

1403
1404 _____
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F & C DEVELOPMENT, INC., an
Indiana corporation

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____,
2025, by _____, the _____ of **F & C DEVELOPMENT, INC.,** and
by _____, the _____ of said Company which individuals are known to me to
be the identical persons who signed the foregoing instrument as such officers of the
Company for and on behalf of said Company, and that they executed the same as their free
and voluntary act and deed, and as the free and voluntary act and deed of the Company, for
the uses and purposes therein mentioned.

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

Signature of Notary
SEAL

My Commission expires:_____

Exhibit A - Construction Schedule

 UILTECH ALWAYS BUILDING TRUST™		Flaherty & Collins Mundelein, IL. Preliminary Milestone Schedule For Reference Only 4/07/25 Start												
		Start Date	End Date	Foundation Start	Framing Start	MEP Start	Rough MEP Inspection	Gypcrete	Hard Hat Tours	Trim Start	Drywall Punch	Punch Walk	Substantial Completion	Punch Work Complete - Keys Turned Over
	Project Duration	4/7/2025	3/24/2027											
	Sitework													
	Erosion Control	04/07/25	04/11/25											
	Earthwork	04/14/25	05/23/25											
	San/Water/Storm	04/28/25	06/30/25											
	Roads and Curbs	06/24/25	04/07/26											
	Buildings	Unit Counts												
BLDG - B (Parking Garage)	0			06/16/25	10/31/25	01/29/26	02/19/26		-	-	-	02/24/27	02/19/27	03/24/27
BLDG A - South	72			06/03/25	08/04/25	09/26/25	03/09/26	05/29/26	07/01/26	04/03/26	04/24/26	02/24/27	02/19/27	03/24/27
BLDG A - Center	83			08/18/25	11/11/25	01/12/26	06/19/26	09/10/26	10/16/26	07/16/26	08/06/26	02/24/27	02/19/27	03/24/27
BLDG A - North	70			09/12/25	02/25/26	04/11/26	09/25/26	12/18/26	01/27/27	10/14/26	11/04/26	02/24/27	02/19/27	03/24/27
Building E	9			09/03/25	09/24/25	10/24/25	11/20/25	-	01/14/26	12/19/25	01/13/26	03/11/26	03/12/26	03/31/26
Building C	4			09/10/25	10/21/25	11/10/25	12/01/25	-	01/19/26	12/24/25	01/16/26	02/03/26	01/29/26	02/17/26
Building D	4			10/07/25	11/03/25	11/20/25	12/04/25	-	01/23/26	12/29/25	01/20/26	02/09/26	02/04/26	02/23/26

Exhibit B - Form of Deed

This Instrument Prepared By:
Bradley M. Ader
Burke, Warren, MacKay
& Serritella, P.C
330 N. Wabash Avenue
Suite 2100
Chicago, Illinois 60611

Upon Recordation Mail To:
Mundelein FC LLC
Attn: John Fleming
211 N. Pennsylvania St.
Suite 3000
Indianapolis, IN 46204

SPECIAL WARRANTY DEED

THIS INDENTURE made as of this ____ day of _____, 2025, between the VILLAGE OF MUNDELEIN, ILLINOIS, an Illinois home rule municipal corporation, whose address is 300 Plaza Circle, Mundelein, IL 60060 (the “Grantor”), and MUNDELEIN FC LLC, an Indiana limited liability company whose address is 211 N. Pennsylvania St., Suite 3000, Indianapolis, IN 46204 (the “Grantee”), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Lake and State of Illinois, as described on Exhibit A attached hereto and made a part hereof (the “Property”).

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity, of, in and to the Property, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted are, or may be, in any manner alienated or encumbered or charged in any way whatsoever, except for and subject to those matters described on Exhibit B attached hereto and made a part hereof (the “Permitted Exceptions”); and that Grantor, for itself, its successors and assigns, does hereby covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property against all and every person or persons claiming the whole or any part thereof of interest therein, by, through or under the Grantor, subject to the Permitted Exceptions.

THIS IS NOT HOMESTEAD PROPERTY.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

VILLAGE OF MUNDELEIN, ILLINOIS,
an Illinois home rule municipal corporation

By: _____
Name: Steve Lentz
Title: Village President

Attest: _____
Name: Karen E. Walsh
Title: Village Clerk

EXEMPT UNDER PROVISIONS OF PARAGRAPH B, SECTION 4, REAL ESTATE TRANSFER ACT.

Grantor's Representative (Steve Lentz)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2025, by Steve Lentz, the Village President of the VILLAGE OF MUNDELEIN, an Illinois home rule municipal corporation, and by Karen E. Walsh, the Village Clerk of said municipal corporation.

Given under my hand and official seal.

Commission expires _____, 20____

Notary Public

SEND SUBSEQUENT TAX BILLS TO:
MUNDELEIN FC LLC
211 N. Pennsylvania St.
Suite 3000
Indianapolis, IN 46204

EXHIBIT A
to
Special Warranty Deed

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF LAKE AND THE STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Tract I:

LOT 2, IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 2013 AS INSTRUMENT NO. 7064874, IN LAKE COUNTY, ILLINOIS.

Tract II:

BEING LOTS 1, 2, AND 3 OF THE FINAL PLAT OF THE SUBDIVISION OF THE RESUBDIVISION OF LOTS 4 AND 5 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2025 AS INSTRUMENT NO. _____, IN LAKE COUNTY, ILLINOIS.

Tract III:

TOGETHER WITH THAT NON-EXCLUSIVE AND APPURTENANT ACCESS EASEMENT AS SHOWN ON THE FINAL PLAT OF THE SUBDIVISION OF THE RESUBDIVISION OF LOTS 4 AND 5 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2025 AS INSTRUMENT NO. _____, IN LAKE COUNTY, ILLINOIS.

PIN(s): 11-30-120-002
 11-30-123-001
 11-30-123-002
 11-30-123-003

Address: 320, 331, 301 and 275 Plaza Circle, Mundelein, IL 60060

EXHIBIT B
to
Special Warranty Deed

PERMITTED EXCEPTIONS

1. General real estate taxes and assessments not yet due and payable.
2. Matters disclosed on an accurate survey of the Property.
3. Oil, gas or other mineral interests and all rights incident thereto, if any, now or previously conveyed, transferred, leased, excepted or reserved.
4. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes.
5. Easement in favor of the Village of Area (now Mundelein), its successors and assigns, recorded December 6, 1916 as Instrument No. 168559, and the terms and provisions thereof.
6. Easement in favor of the Village of Area (now Mundelein), its successors and assigns, recorded December 6, 1916 as Instrument No. 168561, and the terms and provisions thereof.
7. Redevelopment Agreement by and between the Village of Mundelein and Weston Solutions, Inc., recorded April 13, 2012 as Instrument No. 6841001, and the terms and provisions thereof. First Amendment recorded August 29, 2012 as Instrument No. 6890538. Second Amendment recorded July 6, 2015 as Instrument No. 7209218. Third Amendment recorded July 6, 2015 as Instrument No. 720921.
8. Environmental No Further Remediation Letter recorded October 5, 2012 as Instrument No. 6906295, and the terms, provisions, conditions and limitations thereof. The fact, as disclosed by that certain instrument recorded October 5, 2012 as Instrument No. 6906295, that some violation of the environmental protection laws may have occurred which may affect the Property.
9. Village Utility Easements, Utility Easements, Public Utility Easements, Easement Provisions, Sight Triangle Restrictions and other matters as set forth on Final Plat of Village Hall Subdivision recorded December 23, 2013 as Instrument No. 7064874.
10. Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc., recorded June 20, 2023 as Instrument No. 7979449, and the terms and provisions thereof. Ordinance No. O-24-06-28 recorded July 25, 2024 as Instrument No. 8046859. First Amendment recorded July 25, 2024 as Instrument No. 8046860.
11. Terms contained in Ordinance passed by the Village of Mundelein establishing rates and charges for water service and sanitary sewer service in the Village recorded April 28, 1993 as Instrument No. 3321796 and as contained in Ordinance recorded June 8, 1995 as Instrument No. 3682452 and in Ordinance recorded May 13, 1996 as Instrument No. 3823708.

12. Terms and provisions of Village of Mundelein Ordinances relating to Downtown TIF II recorded as Instrument Nos. 7317779, 7317780 and 7317781.
13. Grant of Easement to Comcast Cable Communications Management LLC recorded November 12, 2024 as Instrument No. 8066470.
14. [Covenants, conditions, restrictions, easements and other matters as set forth on Final Plat of Subdivision of the Resubdivision of Lots 4 and 5, Village Hall Subdivision, recorded with the Lake County, Illinois Recorder of Deeds on _____, 2025 as Instrument No. _____.]
15. [Pedestrian Bridge Maintenance Easement Agreement executed by and between Mundelein FC, LLC, an Indiana limited liability company, and the Village of Mundelein, an Illinois municipal corporation recorded on _____, 2025 as Instrument No. _____.]
16. [Amendment to RDA; Ordinances]

Exhibit C - List of Eligible Redevelopment Project Costs

Exhibit C

List of Eligible Redevelopment Project Costs

Redevelopment Project Cost Category	Amount of Costⁱ
TIF Note A Eligible Costs:	
Property assembly costs incurred in the acquisition of the Redevelopment Property. See 65 ILCS 5/11-74.4-3(q)(2).	\$1,000,000 (estimate)
Costs site preparation, the clearing and grading of land, and site improvements. See 65 ILCS 5/11-74.4-3(q)(2).	\$730,742 (estimate)
Costs of the construction of public works or improvements. See 65 ILCS 5/11-74.4-3(q)(4).	\$806,000.00 (estimate)
Village connection fees and Village Impact Fees Costs, which represent the cost of construction of past and future Village public works or improvements. See 65 ILCS 5/11-74.4-3(q)(4).	\$1,335,084 (estimate)
Professional service costs, specifically for environmental review costs related to the Subject Property. 65 ILCS 5/11-74.4-3(q)(1).	\$1,316,174.00 (estimate)
<i>Subtotal: TIF Note A Eligible Costs</i>	<i>\$5,188,000.00</i>
TIF Note B Eligible Costs:	
Developer Interest Costs. See 65 ILCS 5/11-74.4-3(q)(11).	\$10,787,000.00 (estimate) ⁱⁱ
	Total \$15,975,000.00

Note: In addition to the above stated costs, and over and above the not-to-exceed amount of \$15,975,000.00, the Village shall pay from Pledged Amounts, in accordance with and subject to the Agreement (i) amounts sufficient to pay necessary customary and reasonable closing and issuance costs approved by the Village Administrator that are related to the issuance of the TIF Notes, and (ii) annual interest payments on TIF Note A. See 65 ILCS 5/11-74.4-3(q)(6).

ⁱ Each cost amount listed in this Exhibit is an estimate, and does not cap the amount for which Developer may be reimbursed for a particular cost category, except that Developer may be reimbursed not more than \$5,188,000.00 plus interest (subject to the terms of TIF Note A) for TIF Note A Eligible Costs and not more than \$10,787,000 (subject to the terms of TIF Note B) for TIF Note B Eligible Costs. Developer may allocate the savings or shortfalls in any category of TIF Note A Eligible Costs to another category of TIF Note A Eligible Costs. Savings or shortfalls in Developer Interest Costs may not be allocated to any other category.

ⁱⁱ Owner may be reimbursed not more than \$10,787,000.00 for Developer Interest Costs, subject to the terms of TIF Note B and further subject to the limits set forth in the TIF Act, specifically, 65 ILCS 5/11-74.4-3(q)(11).

Exhibit D - Preliminary Site Plan



Architecture + Planning
217 N Jefferson Street,
Suite #400
Chicago, IL 60661
888.456.5849
ktgy.com



DOWNTOWN MUNDELEIN
MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
OCTOBER 14, 2022

SITE PLAN

A1.0



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Suite #400
Chicago, IL 60661
888.456.5849
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DOWNTOWN MUNDELEIN
MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
OCTOBER 14, 2022

RENDERING

A1.1

1	UTILITY BRICK - COLOR 1	2	CAST STONE - COLOR 1	3	CAST STONE - COLOR 2	4	FIBER CEMENT - COLOR 1	5	FIBER CEMENT - COLOR 2
6	FIBER CEMENT - COLOR 3	7	FIBER CEMENT - COLOR 4	8	METAL PANEL - COLOR 1	9	PRE-FIN. MTL. CANOPY	10	PRE-FIN. MTL. RAILING



Architecture + Planning
 217 N Jefferson Street,
 Suite #400
 Chicago, IL 60661
 888.456.5849
 ktgy.com

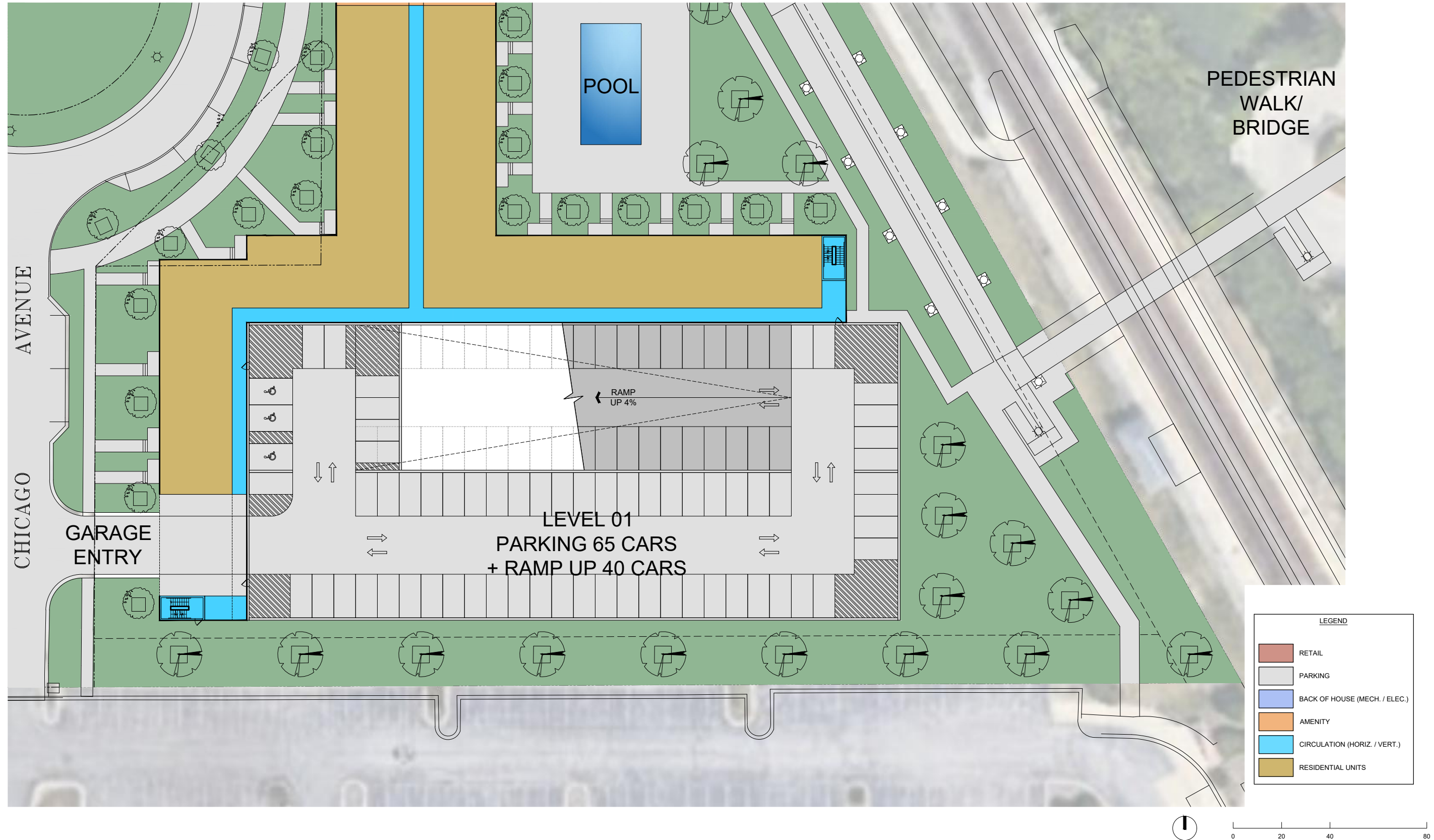


DOWNTOWN MUNDELEIN
 MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
 OCTOBER 14, 2022

RENDERING - MATERIAL CALL OUTS

A1.2



Architecture + Planning
217 N Jefferson Street,
Suite #400
Chicago, IL 60661
888.456.5849
ktgy.com

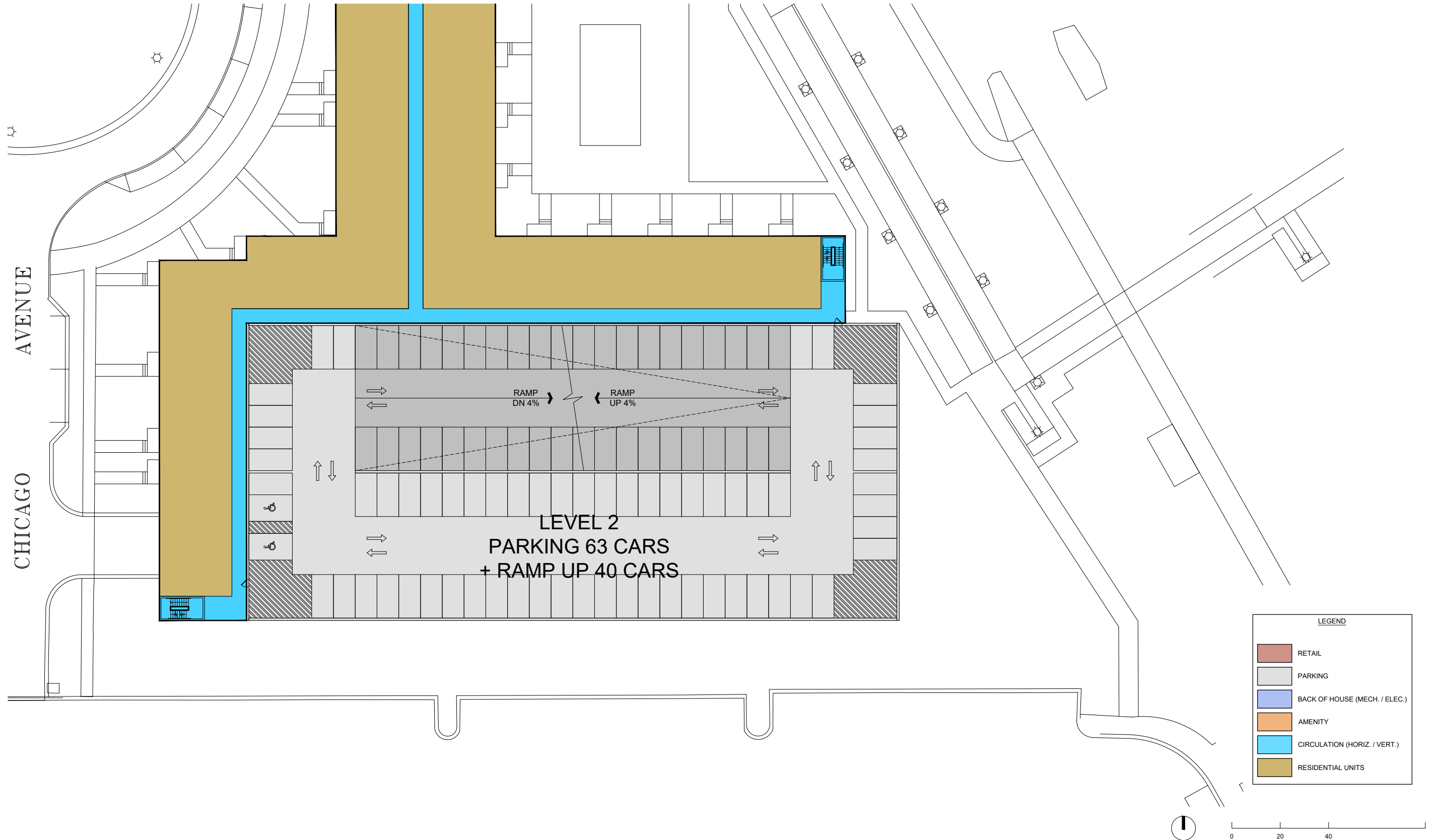


DOWNTOWN MUNDELEIN
MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
OCTOBER 14, 2022

GARAGE - LEVEL 1 FLOOR PLAN

A2.0



Architecture + Planning
 217 N Jefferson Street,
 Suite #400
 Chicago, IL 60661
 888.456.5849
 ktgy.com

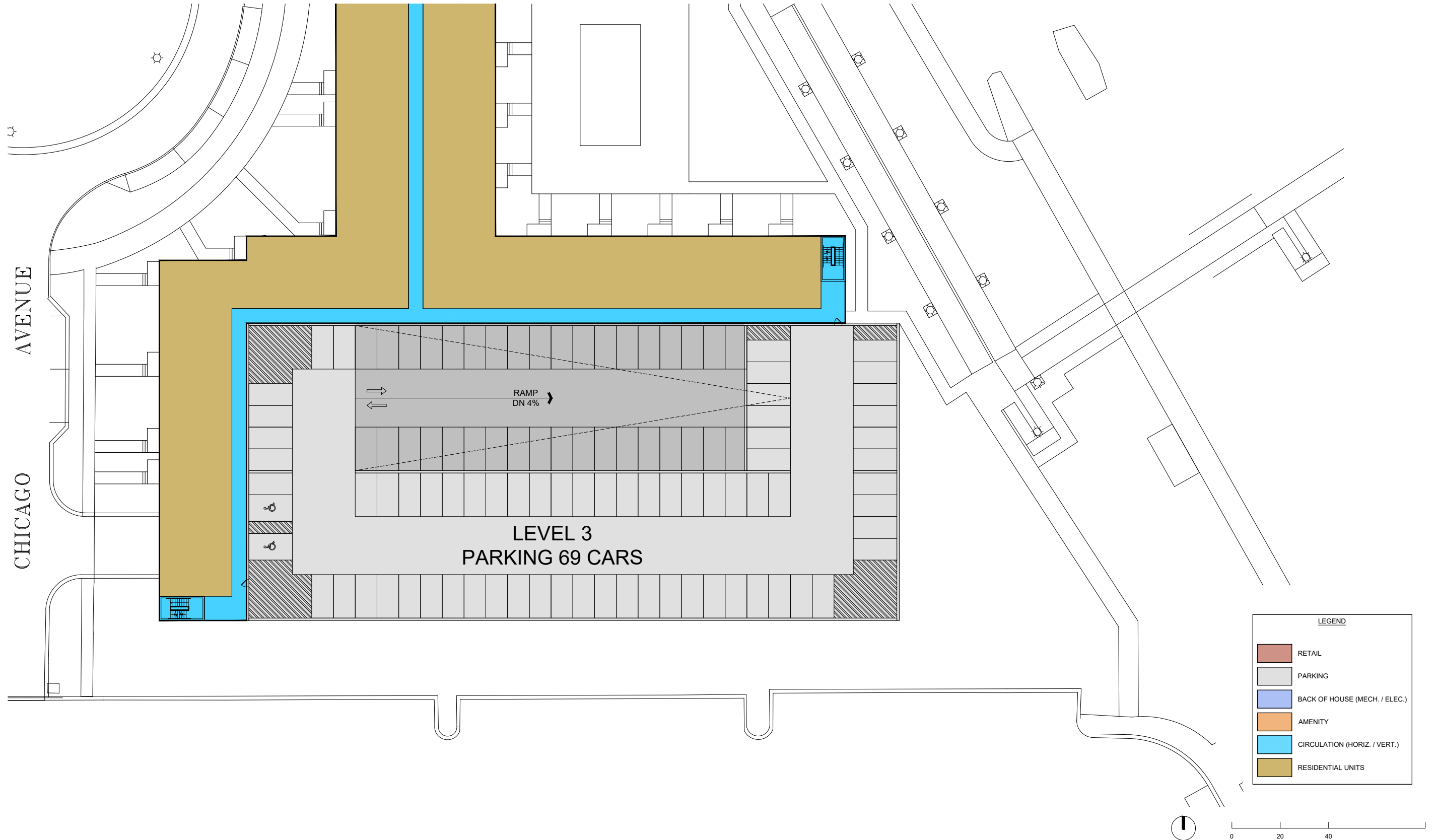


DOWNTOWN MUNDELEIN
 MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
 OCTOBER 14, 2022

GARAGE - LEVEL 2 FLOOR PLAN

A2.1



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DOWNTOWN MUNDELEIN
MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
OCTOBER 14, 2022

GARAGE - LEVEL 3 FLOOR PLAN

A2.2



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DOWNTOWN MUNDELEIN
 MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
 OCTOBER 14, 2022

3D PERSPECTIVE - MASSING

A3.0



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DOWNTOWN MUNDELEIN
MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
OCTOBER 14, 2022

3D PERSPECTIVE - MASSING

A3.0



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DOWNTOWN MUNDELEIN
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MUNDELEIN RDA SUBMISSION
 OCTOBER 14, 2022

3D PERSPECTIVE - MASSING

A3.2



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DOWNTOWN MUNDELEIN
MUNDELEIN, IL # 2022-0004

MUNDELEIN RDA SUBMISSION
OCTOBER 14, 2022

3D PERSPECTIVE - MASSING

A3.3

Exhibit E - Village Hall Subdivision Plat of Subdivision

Exhibit F-1-
TIF Note A

INITIAL PRINCIPAL FACE AMOUNT	\$0.00
MAXIMUM PRINCIPAL FACE AMOUNT	\$5,188,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF LAKE
VILLAGE OF MUNDELEIN
TAX INCREMENT ALLOCATION REVENUE NOTE A

**(Mundelein FC LCC; Lot 2 in Village Hall Subdivision and
 Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)**

Registered Owner:	Mundelein FC LLC
Interest Rate:	6.5% per annum
Dated Date:	Closing Date (as defined in the Redevelopment Agreement)
Maturity Date:	December 31, 2040

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Mundelein, Lake County, Illinois (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified (i) the TIF Note A Principal, as determined in the next succeeding paragraph, and (ii) interest on that amount at the Interest Rate per year specified above, as provided in and subject to the terms and conditions of the Redevelopment Agreement (as defined below) and the TIF Note Ordinance. Interest shall (i) be simple (non-compounded); (ii) not be tax exempt; and (iii) be computed on the basis of a 360-day year of twelve 30-day months. TIF Note A Principal and interest thereon are payable on April 30 each year, from the Pledged Amounts available on deposit in the Redevelopment Project Note Account to be created by the Village Director of Finance pursuant to Section 2 of the TIF Note Ordinance, on a “cash flow” basis, so that any Pledged Amounts in the Redevelopment Project Note Account on April 30 will be used to pay TIF Note A Principal and interest thereon as provided below until such time as this Note is paid in full or

expires. Any Pledged Amounts in the Redevelopment Project Note Account, and the corresponding payments on this Note, shall be applied first to accrued but unpaid interest, then to current interest, and thereafter to the TIF Note A Principal. If the Pledged Amounts on deposit in the Redevelopment Project Note Account are insufficient to pay TIF Note A Principal or interest thereon when due, such insufficiency shall not in and of itself constitute an event of default, so long as the Village has deposited the required Pledged Amounts in the Redevelopment Project Note Account as required by the Redevelopment Agreement (but any such unpaid interest shall be recorded by the Village as accrued unpaid interest). Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Amended and Restated Redevelopment Agreement dated as of March 24, 2025 by and between the Village and Registered Owner as the assignee of F & C Development, Inc. (the “Redevelopment Agreement”), the terms of which are incorporated herein by reference.

The TIF Note A Principal (i) on the Dated Date, shall be \$0.00, and (ii) after the Dated Date shall increase, as of the effective date of each Village ordinance or resolution approving a Reimbursement Request for TIF Note A Eligible Costs, by an amount equal to the TIF Note A Approved Eligible Costs approved by such ordinance or resolution up to the Maximum Principal Face Amount of \$5,188,000.00. After the Dated Date, the outstanding TIF Note A Principal shall equal (i) the original TIF Note A Principal on the Dated Date, plus (ii) the total cumulative amount of TIF Note A Approved Eligible Costs approved by Village ordinances and resolutions after the Dated Date, which amount (the sum of (i) and (ii)) shall not exceed the Maximum Principal Face Amount of \$5,188,000.00, minus (iii) prior TIF Note A Principal Payments. After the Village adopts an ordinance or resolution approving a Reimbursement Request for TIF Note A Eligible Costs, the Director of Finance of the Village, as registrar and paying agent (the “Registrar”), shall

(i) endorse a Certificate of Outstanding TIF Note A Principal, in the form of Schedule A to this Note, identifying (a) in Column A, the Reimbursement Request that was approved in whole or in part by such Village ordinance or resolution, (b) in Column B, the date of the endorsement, which shall be the date upon which such ordinance or resolution was approved, (c) in Column C, the amount of TIF Note A Approved Eligible Costs approved by such ordinance or resolution, (d) in Column D, as of such date, the cumulative total of TIF Note A Approved Eligible Costs that have been approved, including by the most recent ordinance or resolution (which cumulative total shall not exceed the Maximum Principal Face Amount \$5,188,000.00), (e) in Column E, as of such date, the amounts of all prior payments of TIF Note A Principal, and (f) in Column F, as of such date, the then current outstanding TIF Note A Principal and (ii) deliver such Certificate of Outstanding TIF Note A Principal to Registered Owner. Interest on TIF Note A Principal, represented by TIF Note A Approved Eligible Costs, shall accrue beginning on the later of (i) the day the Village approves the ordinance or resolution approving such TIF Note A Approved Eligible Costs and (ii) the Closing Date.

TIF Note A Principal and interest thereon are payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Registrar, as of the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Mundelein, Illinois or as otherwise directed by the Village. The Village and the Registrar may

deem and treat the person in whose name this Note is registered on such registration books as the absolute owner hereof for the purpose of receiving payments under this Note and for all other purposes related to this Note.

This Note is issued by the Village in fully registered form to evidence the TIF Note A Principal, which is intended to reimburse Registered Owner for certain TIF Note A Approved Eligible Costs incurred by Registered Owner in connection with the Project, which is a residential and commercial development, as further described in the Redevelopment Agreement, located in the TIF District within the Village that was established pursuant to the TIF Ordinances, all in accordance with the Constitution and the laws of the State of Illinois as they may be amended from time to time, and particularly the TIF Act, the Local Government Debt Reform Act (30 ILCS 350/1 et seq.), Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Omnibus Bond Acts, as amended, and the TIF Note Ordinance, which was adopted by the Board of Trustees of the Village on March 24, 2025, in all respects as by law required, to all of the provisions of which the Registered Owner, by acceptance of this Note, assents.

The Village has assigned and pledged certain rights, title, and interest of the Village in and to the Pledged Amounts, which is a portion of Incremental Property Taxes from the Property within the TIF District, which the Village is entitled to receive pursuant to the TIF Act and the TIF Ordinances, to pay TIF Note A Principal and interest thereon. Reference is hereby made to the aforesaid TIF Note Ordinance, TIF Ordinances, and Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note, limits on pre-payment obligations (if any), and the terms and conditions under which this Note is issued and secured. Without limiting

the preceding sentence, this Note is secured solely by a first lien on the Pledged Amounts. This Note is senior to TIF Note B.

This Note is a special, limited obligation of the Village payable solely from the Pledged Amounts consisting of a portion of the Incremental Taxes to be received by the Village Treasurer pursuant to the TIF Act. If the Pledged Amounts are insufficient to pay all the TIF Note A Principal and interest thereon, the Registered Owner shall have no recourse against the Village, other than compelling the Village to deposit the required Pledged Amounts in the Redevelopment Project Note Account from time to time pursuant to the TIF Act and the Redevelopment Agreement and to use such Pledged Amounts in each year solely to pay such TIF Note A Principal and interest. The Registered Owner shall have no right to compel the exercise of the taxing authority of the Village or to use any funds of the Village (other than the Pledged Amounts in the Redevelopment Project Note Account) for payment of TIF Note A Principal and interest thereon.

This Note is transferrable or assignable only as provided in the Redevelopment Agreement. If transferred or assigned to an Accredited Investor, the proposed Accredited Investor shall certify its qualification as an Accredited Investor to the Registrar prior to such transfer or assignment (a “Sale Certification”). Any such transfer or assignment of this Note shall not be effective until the Registrar has received a Sale Certification in connection therewith. This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Mundelein, Illinois, but only in the manner and subject to the limitations provided in the TIF Note Ordinance and the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF Note A Principal, and otherwise with the same terms and conditions of this Note, will

be issued to the transferee in exchange herefor and upon the issuance of such new Note, this Note shall be surrendered and cancelled. Any accrued but unpaid interest as of the date of transfer shall be payable as provided herein, but shall not be added to the principal of the new Note. An assignment by the Registered Owner of its right, title, and interest in and to, and under this Note and the payments due under this Note as collateral for a loan will not be deemed a transfer of this Note. This Note shall be executed and delivered as provided in the TIF Note Ordinance and the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

If any provision of this Note is deemed void, invalid, or unenforceable, that provision will be deemed ineffective to the extent it is void, invalid, or unenforceable, but the remaining provisions of this Note shall be deemed unaffected and shall remain in full force and effect.

This Note shall not be valid or become obligatory for any purpose until (i) it has been signed by the Village President and attested to and impressed with the Village Seal by the Village Clerk, (ii) the certificate of authentication hereon shall have been signed by the Registrar, and (iii) upon and after the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the Village of Mundelein, Lake County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of _____, 2025.

Village President

(SEAL)

Attest:

Village Clerk

Registrar and Paying Agent: Director of
Finance of the Village of Mundelein, Lake
County, Illinois

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned
TIF Note Ordinance and is the Tax Increment
Allocation Revenue Note A (Mundelein FC
LCC; Lot 2 in Village Hall Subdivision and
Lots 1-3 in the Resubdivision of Lots 4 and 5 of
the Village Hall Subdivision), Village of
Mundelein, Lake County, Illinois.

Director of Finance

Date: _____

SCHEDULE A

CERTIFICATE OF OUTSTANDING TIF NOTE A PRINCIPAL

TAX INCREMENT ALLOCATION REVENUE NOTE A (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)

The outstanding TIF Note A Principal is the amount set forth in column F below, current as of the date of the corresponding endorsement noted in column B below.

A	B	C	D (+)	E (-)	F	G
Reimbursement Request	Date of this Endorsement	TIF Note A Approved Eligible Costs this Endorsement	TIF Note A Total Approved Eligible Costs (original TIF Note A Principal plus all Endorsements)	Prior TIF Note A Principal Payments	Outstanding TIF Note A Principal	Authorized Village Signatory
No. 1 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 2 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 3 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 4 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 5 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 6 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 7 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 8 _____	__ - __ -20__	_____	_____	_____	_____	_____

[Add additional pages as necessary]

**Exhibit F-2 -
TIF Note B**

INITIAL PRINCIPAL FACE AMOUNT	\$0.00
MAXIMUM PRINCIPAL FACE AMOUNT	\$10,787,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF LAKE
VILLAGE OF MUNDELEIN
TAX INCREMENT ALLOCATION REVENUE NOTE B

**(Mundelein FC LCC; Lot 2 in Village Hall Subdivision and
 Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)**

Registered Owner:	Mundelein FC LLC
Interest Rate:	0% per annum
Dated Date:	Closing Date (as defined in the Redevelopment Agreement)
Maturity Date:	December 31, 2040

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Mundelein, Lake County, Illinois (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the TIF Note B Principal, which amount will be determined as provided in the next succeeding paragraph, as provided in and subject to the terms and conditions of the Redevelopment Agreement (as defined below) and the TIF Note Ordinance. TIF Note B Principal is payable on April 30 each year, from a portion of the Pledged Amounts available on deposit in the Redevelopment Project Note Account to be created by the Village Director of Finance pursuant to Section 2 of the TIF Note Ordinance, on a “cash flow” basis, so that any Pledged Amounts in the Redevelopment Project Note Account on April 30 (that is not used to pay TIF Note A Principal and interest on TIF Note A) will be used to pay TIF Note B Principal until such time as this Note is paid in full or expires. If funds on deposit in the Redevelopment Project Note Account are insufficient to pay TIF Note B Principal when due, such insufficiency shall not in and of itself

constitute an event of default, so long as the Village has deposited the required Pledged Amounts in the Redevelopment Project Note Account as required by the Redevelopment Agreement. Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Amended and Restated Redevelopment Agreement dated as of March 24, 2025 by and between the Village and Registered Owner as the assignee of F & C Development, Inc. (the “Redevelopment Agreement”), the terms of which are incorporated herein by reference.

The TIF Note B Principal (i) on the Dated Date, shall be \$0.00, and (ii) after the Dated Date shall increase, as of the effective date of each Village ordinance or resolution approving a Reimbursement Request for TIF Note B Eligible Costs, by an amount equal to the TIF Note B Approved Eligible Costs approved by such ordinance or resolution up to the Maximum Principal Face Amount of \$10,787,000.00. After the Dated Date, the outstanding TIF Note B Principal shall equal (i) the original TIF Note B Principal on the Dated Date, plus (ii) the total cumulative amount of TIF Note B Approved Eligible Costs approved by Village ordinances and resolutions after the Dated Date, which amount (the sum of (i) and (ii)) shall not exceed the Maximum Principal Face Amount of \$10,787,000.00, minus (iii) prior TIF Note B Principal Payments. After the Village adopts an ordinance or resolution approving a Reimbursement Request for TIF Note B Eligible Costs, the Director of Finance of the Village, as registrar and paying agent (the “Registrar”), shall (i) endorse a Certificate of Outstanding TIF Note B Principal, in the form of Schedule A to this Note, identifying (a) in Column A, the Reimbursement Request that was approved in whole or in part by such Village ordinance or resolution, (b) in Column B, the date of the endorsement, which shall be the date upon which such ordinance or resolution was approved, (c) in Column C, the amount of TIF Note B Approved Eligible Costs approved by such ordinance or resolution, (d) in Column D, as of such date, the cumulative total of TIF Note B Approved Eligible Costs that have

been approved, including by the most recent ordinance or resolution (which cumulative total shall not exceed the Maximum Principal Face Amount of \$10,787,000.00), (e) in Column E, as of such date, the amounts of all prior payments of TIF Note B Principal, and (f) in Column F, as of such date, the then current outstanding TIF Note B Principal and (ii) deliver such Certificate of Outstanding TIF Note B Principal to Registered Owner.

TIF Note B Principal is payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Registrar, as of the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal will be payable solely upon presentation of this Note at the principal office of the Registrar in Mundelein, Illinois or as otherwise directed by the Village. The Village and the Registrar may deem and treat the person in whose name this Note is registered on such registration books as the absolute owner hereof for the purpose of receiving payments under this Note and for all other purposes related to this Note.

This Note is issued by the Village in fully registered form to evidence the TIF Note B Principal, which is intended to reimburse Registered Owner for certain TIF Note B Approved Eligible Costs incurred by Registered Owner in connection with the Project, which is a residential and commercial development, as further described in the Redevelopment Agreement, located in the TIF District within the Village that was established pursuant to the TIF Ordinances, all in accordance with the Constitution and the laws of the State of Illinois as they may be amended from time to time, and particularly the TIF Act, the Local Government Debt Reform Act (30 ILCS 350/1

et seq.), Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Omnibus Bond Acts, as amended, and the TIF Note Ordinance, which was adopted by the Board of Trustees of the Village on March 24, 2025, in all respects as by law required, to all of the provisions of which the Registered Owner, by acceptance of this Note, assents.

The Village has assigned and pledged certain rights, title, and interest of the Village in and to the Pledged Amounts, which is a portion of Incremental Property Taxes from the Property within the TIF District, which the Village is entitled to receive pursuant to the TIF Act and the TIF Ordinances, to pay TIF Note B Principal thereon. Reference is hereby made to the aforesaid TIF Note Ordinance, TIF Ordinances, and Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note, limits on pre-payment obligations (if any), and the terms and conditions under which this Note is issued and secured. Without limiting the preceding sentence, this Note is secured solely by a second lien on the Pledged Amounts and is junior to TIF Note A.

This Note is a special, limited obligation of the Village payable solely from the Pledged Amounts consisting of a portion of the Incremental Taxes to be received by the Village Treasurer pursuant to the TIF Act. If the Pledged Amounts is insufficient to pay all the TIF Note B Principal, the Registered Owner shall have no recourse against the Village, other than compelling the Village to deposit the required Pledged Amounts in the Redevelopment Project Note Account from time to time pursuant to the TIF Act and the Redevelopment Agreement and to use the portion of the Pledged Amounts (remaining after paying TIF Note A Principal and interest on TIF Note A) in each year solely to pay such TIF Note B Principal. The Registered Owner shall have no right to compel the exercise of the taxing authority of

the Village or to use any funds of the Village (other than such portion of the Pledged Amounts in the Redevelopment Project Note Account) for payment of TIF Note B Principal.

This Note is transferrable or assignable only as provided in the Redevelopment Agreement. This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Mundelein, Illinois, but only in the manner and subject to the limitations provided in the TIF Note Ordinance and the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF Note B Principal, and otherwise with the same terms and conditions of this Note, will be issued to the transferee in exchange herefor and upon the issuance of such new Note, this Note shall be surrendered and cancelled. An assignment by the Registered Owner of its right, title, and interest in and to, and under this Note and the payments due under this Note as collateral for a loan will not be deemed a transfer of this Note. This Note shall be executed and delivered as provided in the TIF Note Ordinance and the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

If any provision of this Note is deemed void, invalid, or unenforceable, that provision will be deemed ineffective to the extent it is void, invalid, or unenforceable, but the remaining provisions of this Note shall be deemed unaffected and shall remain in full force and effect.

This Note shall not be valid or become obligatory for any purpose until (i) it has been signed by the Village President and attested to and impressed with the Village Seal by the Village Clerk, (ii) the certificate of authentication hereon shall have been signed by the Registrar, and (iii) upon and after the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the Village of Mundelein, Lake County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of _____, 2025.

Village President

(SEAL)

Attest:

Village Clerk

Registrar and Paying Agent: Director of
Finance of the Village of Mundelein, Lake
County, Illinois

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned
TIF Note Ordinance and is the Tax Increment
Allocation Revenue Note B (Mundelein FC
LCC; Lot 2 in Village Hall Subdivision and
Lots 1-3 in the Resubdivision of Lots 4 and 5 of
the Village Hall Subdivision), Village of
Mundelein, Lake County, Illinois.

Director of Finance

Date: _____

SCHEDULE A

CERTIFICATE OF OUTSTANDING TIF NOTE B PRINCIPAL

TAX INCREMENT ALLOCATION REVENUE NOTE B (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)

The outstanding TIF Note B Principal is the amount set forth in column F below, current as of the date of the corresponding endorsement noted in column B below.

A	B	C	D (+)	E (-)	F	G
Reimbursement Request	Date of this Endorsement	TIF Note B Approved Eligible Costs this Endorsement	TIF Note B Total Approved Eligible Costs (original TIF Note B Principal plus all Endorsements)	Prior TIF Note B Principal Payments	Outstanding TIF Note B Principal	Authorized Village Signatory
No. 1 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 2 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 3 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 4 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 5 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 6 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 7 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 8 _____	__ - __ -20__	_____	_____	_____	_____	_____

[Add additional pages as necessary]

Exhibit G - TIF Note Ordinance

ORDINANCE NO. _____

**ORDINANCE PROVIDING FOR ISSUANCE OF
TAX INCREMENT ALLOCATION REVENUE NOTES
(Mundelein FC LCC; Lot 2 in Village Hall Subdivision and
Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)**

WHEREAS, on July 11, 2016, the Village of Mundelein (the “Village”) adopted Ordinance Nos. 16-07-38, 16-07-39, and 16-07-40 (collectively, the “Redevelopment Approvals”), approving, among other matters, the “Village of Mundelein TIF Redevelopment Plan Proposed Downtown TIF District II” for certain property located within the Village and identified in such ordinances as “TIF II” (the “Redevelopment Project Area”); and

WHEREAS, on May 22, 2023, the Village adopted Ordinance No. 23-05-35 approving a “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc., for the Redevelopment of Lots 2, 4, and 5 of the Village Hall Subdivision” (the “Original Agreement”) providing for the development of a residential and commercial development on a portion of property in the Redevelopment Project Area defined in the Agreement as the “Property”; and

WHEREAS, on March 24, 2025, the Village adopted Ordinance No. 25-03-___ approving an Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc., for the Redevelopment of Lot 2 in the Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision (the “Amended Agreement” and, together with the Original Agreement, the “Agreement”); and

WHEREAS, the President and Board of Trustees of the Village (the “Corporate Authorities”) hereby find that the Redevelopment Approvals and the Agreement have been

approved in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. and all other applicable law; and

WHEREAS, pursuant to the Agreement, including Section 8 of the Agreement, the Village and Mundelein FC LLC (the “Developer”), as the assignee of F&C Development, Inc. under the Agreement, agreed that the Developer had paid, or will be paying, certain costs that are expected to be Approved Eligible Costs (as defined in the Agreement); and

WHEREAS, it serves a public purpose, and is necessary to foster the redevelopment of the Property with the Project (as defined in the Agreement), for the Developer to receive reimbursement for certain Approved Eligible Costs and it is economically infeasible for the Developer to undertake the Project, and Developer thus is unable to undertake the Project without receipt of the reimbursement for certain Approved Eligible Costs, and it is desirable and in the Village’s best interests to assist Developer in the manner set forth herein; and

WHEREAS, in the Agreement, the Village agreed to adopt this Ordinance to authorize the issuance of the TIF Notes (as defined below) (provided that Developer is not in Default (as defined in the Agreement) and no event has occurred or exists which with the passage of time would be a Default by Developer) effective as of the Closing Date (as defined in the Agreement), which is the date of the Closing (i.e., the Village’s conveyance to Developer, and the Developer’s acquisition from the Village, of the Property as contemplated by the Agreement); and

WHEREAS, the Corporate Authorities hereby determine that (i) the Closing Date has been scheduled to occur on or before April 4, 2025, and (ii) Developer is not in Default (as defined in the Agreement) and no event has occurred or exists which with the passage of time would be a Default by Developer or, if there is a Default or there has been such an event, the Village waives

Developer's non-compliance with the Agreement, but only for the purpose of approving this Ordinance and for no other purpose; and

WHEREAS, the Corporate Authorities have determined, based on the terms and conditions of the Agreement and the findings provided for therein, that it would be in the best interests of the Village to approve this Ordinance authorizing the execution and delivery of the TIF Notes; and

WHEREAS, the Developer has advised the Village that, following the issuance of TIF Note A, Developer desires to assign and transfer TIF Note A to BOKF, N.A., a national banking association, as trustee (the "Trustee"), so that a new TIF Note A is issued in the name of the Trustee; and

WHEREAS, under such circumstances, pursuant to Section 8.E.1 of the Agreement, TIF Note A is transferable or assignable only if approved by the Corporate Authorities in their sole discretion;

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

Section 1: The foregoing recitals are incorporated herein as part of this Ordinance.

Section 2: Pursuant and subject to the terms and conditions of the Agreement, including but not limited to Section 8 of the Agreement, the Corporate Authorities hereby (i) approve the "Village of Mundelein Tax Increment Allocation Revenue Note A (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)" in substantially the form attached to, and incorporated in, this Ordinance as Exhibit A ("TIF Note A") and the "Village of Mundelein Tax Increment Allocation

Revenue Note B (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)” in substantially the form attached to, and incorporated in, this Ordinance as Exhibit B (“TIF Note B” and, collectively with TIF Note A, the “TIF Notes”) and (ii) direct the Village’s Director of Finance to create a sub-account of the TIF II special tax allocation fund, into which the Village will, as required by the Agreement, deposit the Pledged Amounts (as defined in the Agreement), which sub-account is referred to in the Agreement as the “Redevelopment Project Note Account” (and which shall be the “Redevelopment Project Note Account” as defined in the Agreement). The Village hereby appropriates, without further action by the Corporate Authorities, any Pledged Amounts deposited in the Redevelopment Project Note Account during the term of the Notes to be expended for the purposes set forth in the Notes.

Section 3: The Village President, the Village Clerk, and the Village Director of Finance are authorized and directed to execute, attest to, and authenticate the TIF Notes, and all other Village officers are hereby authorized and directed to take such other action, or cause such other action to be taken, as may be necessary or desirable to issue the TIF Notes immediately upon consummation of the Closing. Without limiting the preceding sentence (i) after the passage, approval, filing, and publication in pamphlet form of this Ordinance, the Village Administrator is authorized and directed to deliver a certified copy of this Ordinance and fully executed originals of each of the TIF Notes to the Title Company (as defined in the Agreement) for delivery by the Title Company to Developer upon consummation of the Closing and subject to the conditions that (a) this Ordinance and the TIF Notes be held by the Title Company in escrow prior to such consummation and (b) if the Closing does not occur on or before the Closing Date (as defined in the Agreement), then the Title Company shall return the certified copy of this Ordinance and the

fully executed original TIF Notes to the Village Administrator and (ii) following Closing, the Village Administrator is authorized to certify to the Developer or any other party that the Closing has occurred and this Ordinance is in full force and effect. The TIF Notes shall be deemed to be issued upon their delivery to Developer immediately following consummation of the Closing, and the “Dated Date” of the TIF Notes shall be the Closing Date. Upon issuance of the TIF Notes, (i) the TIF Note A Principal (as defined in the Agreement) shall be \$0.00 and (ii) the TIF Note B Principal (as defined in the Agreement) shall be \$0.00. The TIF Note A Principal and the TIF Note B Principal shall be periodically endorsed up to a maximum principal amount of \$5,188,000.00 and \$10,787,000.00, respectively, as provided in TIF Note A and TIF Note B, respectively, and as provided in the Agreement. TIF Note A shall bear interest (i) at the rate of 6.5 percent per annum; (ii) that is not tax exempt; (iii) that shall be simple interest and shall not compound; and (iv) that is to be computed on the basis of a 360-day year of twelve 30-day months. Any due but unpaid interest will be deferred to, and payable at, the next payment date. TIF Note B shall not bear interest. Each TIF Note shall have impressed or imprinted thereon the official corporate seal or facsimile thereof of the Village and shall be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk of the Village, as they shall determine, and in case any officer whose signature shall appear on the TIF Note shall cease to be such officer before the delivery of such TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each TIF Note shall have thereon a certificate of authentication executed by the Village Director of Finance as authenticating agent of the Village and showing the date of authentication. Each TIF Note shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under this Ordinance unless and until the TIF Note’s certificate of authentication shall have

been duly executed by the Village Director of Finance by manual signature, and such certificate of authentication upon the TIF Note shall be conclusive evidence that the TIF Note, upon and after Closing, has been authenticated and delivered under this Ordinance.

Section 4: Pursuant to Section 8.E.1 of the Agreement, the Corporate Authorities hereby approve the assignment and transfer of TIF Note A to the Trustee (the “Approved Transfer”) and authorize the Village Administrator and Village Finance Director to approve such documents that are necessary or desirable to effectuate, and to take such other actions as are necessary and desirable to complete, the Approved Transfer in the manner provided in TIF Note A and consistent with this Ordinance and the Agreement, including without limitation, causing the issuance of a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF Note A Principal, and otherwise with the same terms and conditions of TIF Note A.

Section 5: This Ordinance shall be in full force and effect from and after its passage, approval, filing, and publication in pamphlet form, as required by law; provided, however, that if the Closing does not occur on or before the Closing Date (as defined in the Agreement), then this Ordinance will be deemed null and void and of no further force or effect, without any further action by the President and Board of Trustees.

PASSED this 24th day of March, 2025, by a roll call vote, as follows:

AYES

NAYS

ABSENT AND/OR NOT VOTING

President

PASSED: _____

APPROVED: _____

PUBLISHED in pamphlet form: _____

ATTEST: _____

Village Clerk

Exhibit A
TIF Note A

Exhibit B
TIF Note B

Exhibit H - Form of Transferee Assumption Agreement

EXHIBIT H

FORM OF TRANSFeree ASSUMPTION AGREEMENT

THIS TRANSFeree ASSUMPTION AGREEMENT (this “Agreement”) is made as of this ____ day of _____, 20__, by, between and among _____, a[n] [State of incorporation or organization] [form of entity] (“**Owner**”), _____, a[n] [State of incorporation or organization] [form of entity] (“**Transferee**”), and the Village of Mundelein, Illinois, an Illinois home rule municipal corporation (the “**Village**”).

In consideration of the recitals and agreements below and in the Redevelopment Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, the Owner, and the Transferee as follows:

1. **Recitals.**

A. Owner owns that certain real property situated in Mundelein, Lake County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “**Property**”).

B. The Property is subject to that certain “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc. for the Redevelopment of Lots 2, 4, and 5 of the Village Hall Subdivision,” dated _____ and recorded in the Office of the Lake County Recorder on _____ as Document No. _____, as it may have been, or may be, amended from time to time (the “**Redevelopment Agreement**”), and Owner is the “Developer” (as that term is defined in the Redevelopment Agreement) with respect to the Property.

C. Transferee has entered into that certain real estate sale contract dated _____, 20__, with Owner, pursuant to which Transferee has agreed to purchase the Property from Owner.

D. The Village has determined that Transferee is an Approved Assignee (as that term is defined in the Redevelopment Agreement).

E. The parties desire that, upon Transferee’s acquisition of the Property and the Parties mutual approval and execution of this Agreement: (i) Transferee become bound and benefitted by all of the rights and obligations of the Developer and of the Redevelopment Agreement relating to the Property and (ii) Owner be released from all of the rights and obligations of the Developer and of the Redevelopment Agreement relating to the Property.

F. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations and Rights.** Effective upon its acquisition of the Property (i) Transferee shall, at its sole cost and expense, comply with all of the terms,

requirements, and obligations of the Developer under the Redevelopment Agreement, including all exhibits and attachments thereto, as they relate to the Property and (ii) Transferee accepts and shall have all rights, title and interest in and to the rights and obligations of the Developer under the Redevelopment Agreement, as they relate to the Property.

3. **Subdivision Security.** Contemporaneously with Transferee's execution of this Agreement, Transferee shall deposit with the Village the Subdivision Security (as that term is defined in the Redevelopment Agreement), if any, required by the Redevelopment Agreement with respect to the development of the Property. Upon execution of this Agreement by the Village and Transferee's deposit with the Village of the required Subdivision Security, the Village shall release the original Subdivision Security deposited with the Village by the Owner. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require.

4. **Release of Owner.** Effective upon Transferee's acquisition of the Property, the Village releases the Owner from any liability for failure (after such acquisition) to comply with the terms, requirements, and obligations of the Redevelopment Agreement as they relate to the Property.

5. **No Effect on Recording Priority of Agreements.** Entering into and recording this Agreement shall have no effect on the recording priority of the Redevelopment Agreement.

6. **No Change in Defined Terms.** All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the Redevelopment Agreement.

7. **Authority.** Each of the Owner, the Transferee and the Village represents and warrants to the other parties that: (a) such party has the right, power and authority to enter into, execute, deliver and perform this Agreement and the person executing this Agreement on behalf of such party is duly authorized to execute this Agreement on behalf of such party; and (b) the execution, delivery and performance by such party of this Agreement has been duly authorized by all necessary action, and does not and will not violate its organizational or governing documents, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound.

8. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

10. **Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the Redevelopment Agreement, the provisions of the Redevelopment

Agreement shall control.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

12. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Owner, the Transferee, the Village, and their successors and assigns to the extent their rights and/or obligations are assigned consistent with the Redevelopment Agreement.

13. **Severability.** If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

14. **Term.** This Agreement shall be effective as of the date first written above and terminate as of the date of the termination of the Redevelopment Agreement.

The parties hereto have caused this Agreement to be executed as of the day and year first written above.

Attest:

Village of Mundelein:

Village Clerk

By: _____
Village President

Owner:

By: _____

Printed Name: _____

Its: _____

Transferee:

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

 This instrument was executed and acknowledged before me on
_____, 20____, by _____, as the Village President of the
Village of Mundelein, an Illinois municipal corporation, and by
_____, as the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

 The foregoing instrument was executed and acknowledged before me on
_____, 20____, by _____, as the _____ of
[TRANSFEREE] and by _____, as the _____ of
[TRANSFEREE].

Signature of Notary

SEAL

My Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me on
_____ 20__, by _____, as the _____ of
[OWNER] and by _____, as the _____ of [OWNER].

Signature of Notary

SEAL

My Commission expires:

Exhibit I - Description of Village Circle Improvements

EXHIBIT I

DESCRIPTION OF VILLAGE CIRCLE IMPROVEMENTS

The Village Circle Improvements will consist of fabrication and installation of public improvements upon the oval-shaped parcel known as Lot 6 in the Village Hall Subdivision (325 Plaza Circle; P.I.N. 11-30-125-001) and the adjacent “Plaza Circle” right-of-way, including the following:

- Hardscaping
- Landscaping
- Walkways
- Street furniture
- Exterior lighting

The design will incorporate a pedestrian connection on the east side of Plaza Circle adjacent to the Property.

The Village Circle Improvements may also include other features such as a water feature, open lawn areas, and vertical shade structures such as pergolas or shade sails. Additional public parking spaces may be incorporated into the design.

Exhibit J - Form of Bill of Sale

Exhibit K

BILL OF SALE

As of this ____ day of _____, 2025, the **VILLAGE OF MUNDELEIN**, an Illinois home rule municipal corporation (“*Transferor*”) and **MUNDELEIN FC LLC**, an Indiana limited liability company (“*Transferee*”) are parties to that certain Redevelopment Agreement, dated recorded on June 20, 2023 as document no. 7979449 (as amended and assigned, the “*Agreement*”), being incorporated herein by this reference, which provides for, among other things, the conveyance of real estate located at the addresses commonly known as 320, 331, 301 and 275 Plaza Circle, Mundelein, IL 60060 and more particularly described in the Agreement (the “*Property*”).

Transferor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, and set over to Transferee, the following described personal property to wit:

all of the Transferor’s right, title and interest, if any, in and to any and all personal property and fixtures that are required to be sold by the Agreement and are located at the Property.

Transferor hereby represents and warrants to Transferee that Transferor is the absolute owner of said property, that said property is free and clear of all liens, charges, security interests and encumbrances, and that Transferor has full power and authority to sell said personal property and to make and deliver this bill of sale. This Bill of Sale is made pursuant to and subject to all terms and provisions of the Agreement.

ALL WARRANTIES OF QUALITY, FITNESS, SUITABILITY AND MERCHANTABILITY ARE HEREBY EXCLUDED.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Transferor has signed and delivered this Bill of Sale as of the date first written above.

ATTEST:

VILLAGE OF MUNDELEIN,
an Illinois home rule municipal corporation

By: _____
Karen E. Walsh, Village Clerk

By: _____
Steve Lentz, Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2025, by Steve Lentz, the Village President of the **VILLAGE OF MUNDELEIN**, an Illinois home rule municipal corporation, and by Karen E. Walsh, the Village Clerk of said municipal corporation.

Given under my hand and official seal this.

Signature of Notary

SEAL

My Commission expires: _____

**Exhibit K - Form
of Reimbursement
Request**

Exhibit K

Reimbursement Request Form

Reimbursement Request and Certificate of Eligibility No. ____

The undersigned, as the authorized representative of F & C Development, Inc. (“**Developer**”), pursuant to the “Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc. for the Redevelopment of Lot 2 in the Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision” (the “**Redevelopment Agreement**”) submits this Reimbursement Request and Certificate of Eligibility No. ____ and does hereby certify, swear, and affirm under oath to the Village of Mundelein (the “Village”) as follows:

1. Developer has actually incurred the Eligible Redevelopment Project Costs listed on the table attached hereto in furtherance of the Redevelopment Project (the “**Subject Eligible Redevelopment Project Costs**”), as evidenced by the attached written invoices and other documentation, and the amounts of the Subject Eligible Redevelopment Project Costs are accurate.

2. The Subject Eligible Redevelopment Project Costs are also “redevelopment project costs” as defined in the TIF Act, and reimbursement of the Subject Eligible Redevelopment Project Costs is permitted pursuant to the Redevelopment Agreement, the TIF Ordinances, and the TIF Act.

3. The Subject Eligible Redevelopment Project Costs have not been included in any prior Reimbursement Request, and the Village has not previously reimbursed any of the Subject Eligible Redevelopment Project Costs.

4. To its knowledge, Developer is not in Default of the Redevelopment Agreement.

5. The amounts paid by Developer for the Subject Eligible Redevelopment Project Costs were solely private funds, and no funds used to make such payments originated directly or indirectly from government funds (including federal, state, or local grants or loans).

Terms capitalized herein, but undefined herein, have the meanings specified in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

Signed: _____

Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

Item No.	Redevelopment Project Cost Category (as described in Exhibit C to Redevelopment Agreement)	Description of Item	Attached Documents Evidencing Cost*	TIF Note A or B Eligible Cost (select one)	Cost Amount
1				☐ TIF Note A ☐ TIF Note B	\$ _____
2				☐ TIF Note A ☐ TIF Note B	\$ _____
3				☐ TIF Note A ☐ TIF Note B	\$ _____

Total TIF Note A Eligible Redevelopment Project Costs

for which Developer seeks reimbursement in this Request: \$ _____

Total TIF Note B Eligible Redevelopment Project Costs

for which Developer seeks reimbursement in this Request: \$ _____

***Copies of all supporting documentation must be attached.** Acceptable documentation may include, as applicable, closing statements, contracts, bills, invoices, paid receipts, sworn statements, lien waivers for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person, and/or other appropriate documents or information regarding the submitted expenditures.

Exhibit L - Plat of Resubdivision

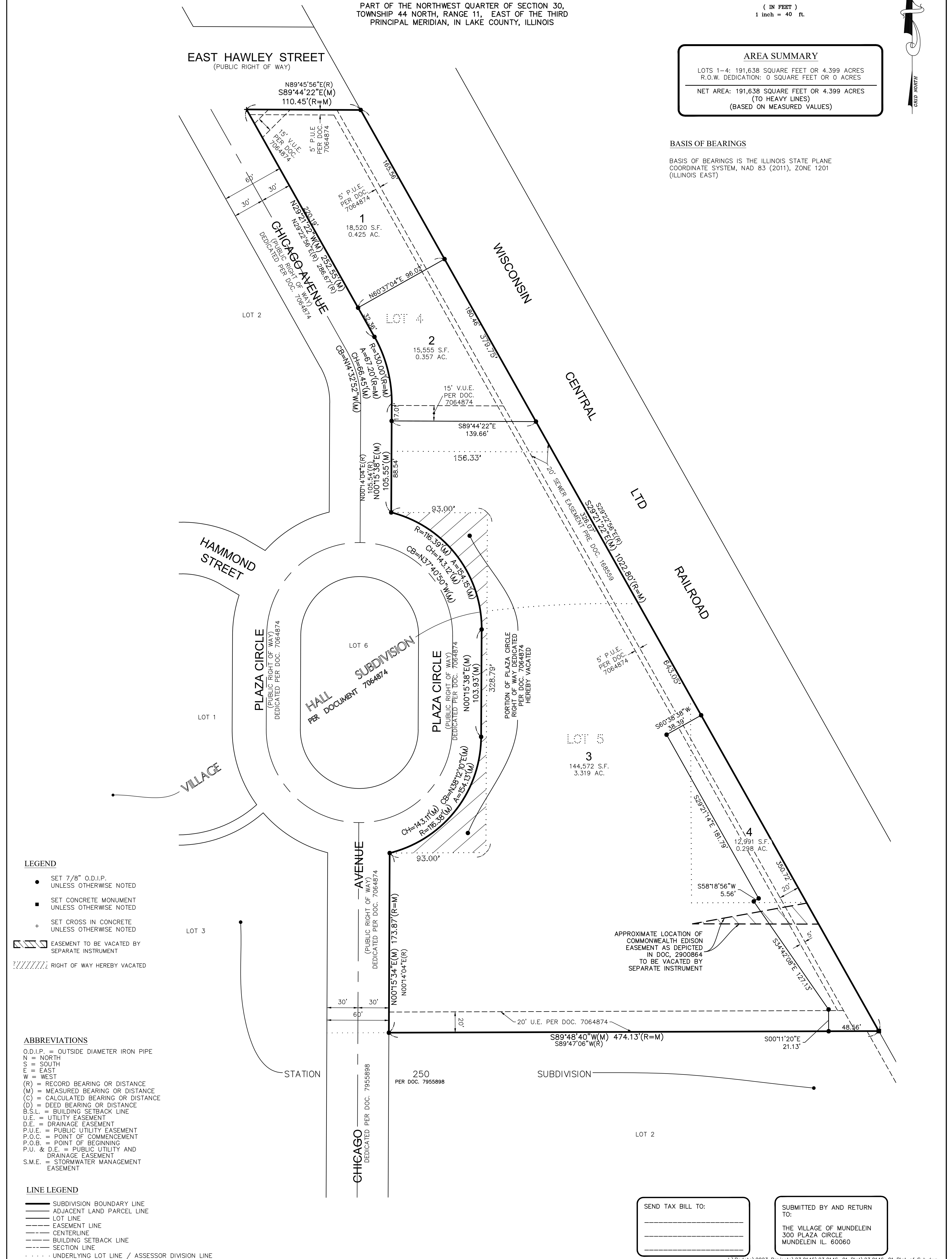
PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



LOTS 1-4: 191,638 SQUARE FEET OR 4.399 ACRES
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES

NET AREA: 191,638 SQUARE FEET OR 4.399 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE
COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201
(ILLINOIS EAST)



J:\Psdata\2023 Projects\23.0146\23.0146-01 Plat\23.0146-01 Plat of Sub.dwg

1 OF 3

SCALE: 1" = 40'

COMPASS
SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT

RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION

CLIENT/ENGINEER

Kimley»Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
4021 WINFIELD PARK, SUITE 600,
WARRENVILLE, IL 60055
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

PROPERTY OWNER/DEVELOPER:

Flaherty & Collins Properties
1 Indiana Square, Suite 300
Indianapolis, IN 46204

DATE: 2-22-24	PC N/A	DRAWN BY CJC	CHECKED BY SK	BOOK N/A	PG N/A
REVISIONS					
NO.	DATE	BY			
1	PER EMAIL DATED 6/12/24	6/13/24	CJC		
2	PER VILLAGE COMMENTS	10/9/24	CJC		
3	PER VILLAGE COMMENTS	11/27/24	CJC		
4	PER EMAIL DATED 1/6/2025	1/10/25	CJC		
5	PER EMAIL DATED 2/14/2025	2/19/25	CJC		
6	REVISE COMED CERTIFICATE	3/4/25	CJC		
7	PER VILLAGE COMMENTS	3/7/25	CJC		
8	PER CLIENT COMMENTS	3/4/25	CJC		

PHOTO NO. 2310146-01

LEGEND

- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

15' PEDESTRIAN BRIDGE MAINTENANCE EASEMENT GRANTED BY SEPARATE INSTRUMENT

EASEMENT TO BE VACATED BY SEPARATE INSTRUMENT

RIGHT OF WAY HEREBY VACATED

ABBREVIATIONS

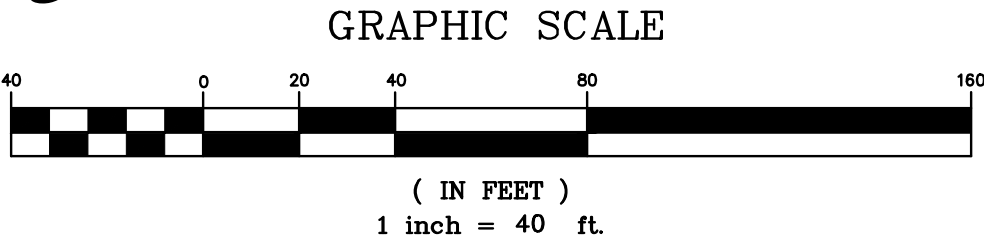
O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
S.M.E. = STORMWATER MANAGEMENT EASEMENT

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- UNDERLYING LOT LINE / ASSESSOR DIVISION LINE

FINAL PLAT OF SUBDIVISION
RESUBDIVISION OF LOTS 4 AND 5
VILLAGE HALL SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



AREA SUMMARY

LOTS 1-4: 191,638 SQUARE FEET OR 4.399 ACRES
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES

NET AREA: 191,638 SQUARE FEET OR 4.399 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

Parcel Line Table

Line #	Length	Direction
L1	48.56	S89°48'40"W
L2	21.13	S01°1'20"E
L3	127.13	S34°42'08"E
L4	5.56	S58°18'56"W
L5	181.79	S29°21'14"E
L6	38.39	S60°38'38"W
L7	350.72	N29°21'22"W
L8	72.38	S89°48'40"W
L9	11.99	S01°1'20"E
L10	89.58	N85°04'26"W
L11	6.40	S4°00'18"W
L12	71.55	S76°05'31"W
L13	123.75	N0°48'18"W
L14	46.29	N37°27'17"W
L15	65.23	N24°43'43"W
L16	28.80	N59°31'26"W
L17	52.87	N9°23'08"W
L18	47.15	N0°00'00"E
L19	25.74	N22°11'40"W
L20	31.91	N29°18'46"W
L21	86.54	N29°47'24"W
L22	120.17	N27°48'02"W
L23	14.20	S47°44'49"W
L24	27.86	S33°53'55"E
L25	38.68	S51°38'11"E
L26	33.02	S4°31'21"E
L27	99.90	S58°28'34"W
L28	5.00	S30°14'13"E
L29	102.81	N58°28'34"E
L30	32.63	N0°15'38"E
L31	2.46	N63°53'16"W
L32	27.97	N40°19'10"W
L33	90.68	S60°57'54"W
L34	102.58	S29°21'22"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	37.34	116.39	18.38	N8° 55' 51"W	37.18
C2	26.34	130.00	11.61	N5° 32' 37"W	26.29

EAST HAWLEY STREET
(PUBLIC RIGHT OF WAY)

CHICAGO AVENUE
(PUBLIC RIGHT OF WAY)
DEDICATED PER DOC. 7064874

HAMMOND STREET

LOT 6

LOT 1

LOT 3

CHICAGO AVENUE
(PUBLIC RIGHT OF WAY)
DEDICATED PER DOC. 7955898

STATION

250
PER DOC. 7955898

SUBDIVISION

LOT 2

WISCONSIN

CENTRAL

LTD

RAILROAD

S89°44'22"E(M)
110.45'(R=M)

N29°21'22"W(M)
232.55'(M)

CH=64.55'(M)
R=1500.00'(R=M)
CB=N4°32'20"(M)

N00°15'38"E(M)
105.55'(M)

R=16.39'(M)
CH=43.12'(M)
CB=N37°40'50"W(M)

N00°15'38"E(M)
103.93'(M)

CH=143.11'(M)
R=16.38'(M)
CB=N38°12'10"E(M)

N00°15'34"E(M)
173.87'(R=M)

S89°48'40"W(M)
474.13'(R=M)

APPROXIMATE LOCATION OF
COMMONWEALTH EDISON
EASEMENT AS DEPICTED
IN DOC. 2900864
TO BE VACATED BY
SEPARATE INSTRUMENT

15' PEDESTRIAN BRIDGE
MAINTENANCE EASEMENT
GRANTED BY SEPARATE
INSTRUMENT

J:\Pedata\2023 Projects\23.0146\23.0146-01 Plot\23.0146-01 Plot of Sub.dwg

NO.	DATE	PC N/A	DRAWN BY	CJC	CHECKED BY	SK	BOOK	N/A	PG	N/A	BY
1	2-22-24										CJC
2											CJC
3											CJC
4											CJC
5											CJC
6											CJC
7											CJC
8											CJC

2 OF 3

SCALE: 1" = 40'

COMPASS SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502

PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT

RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION

CLIENT/ENGINEER

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600,
WARRENVILLE, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

PROPERTY OWNER/DEVELOPER:

Flaherty & Collins Properties
1 Indiana Square, Suite 300
Indianapolis, IN. 46204

DATE: 2-22-24

PC N/A

DRAWN BY CJC

CHECKED BY SK

BOOK N/A

PG N/A

FINAL PLAT OF SUBDIVISION
RESUBDIVISION OF LOTS 4 AND 5
VILLAGE HALL SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT THE VILLAGE OF MUNDELEIN IS THE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND BY THE DULY ELECTED OFFICERS HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN BY THE ANNEXED PLAT, FOR THE USES AND PURPOSES THEREON SET FORTH, AS ALLOWED AND PROVIDED BY STATUTE, THE SUBDIVISION TO BE KNOWN AS "RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION" AND IS HEREBY ACKNOWLEDGED AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75, MUNDELEIN CONSOLIDATED HIGH SCHOOL DISTRICT 120 AND COLLEGE OF LAKE COUNTY.

DATED AT _____, THIS _____ DAY
OF _____ A.D., 20 _____.

BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC IN THE
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, _____ (TITLE)
AND _____, _____ (TITLE)

OF THE VILLAGE OF MUNDELEIN, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY
OF _____ A.D., 20 _____.

BY: _____
NOTARY PUBLIC

COPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS AT A MEETING HELD THIS _____ DAY OF _____ A.D., 20 _____

BY: _____
"VILLAGE" PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE PLAN AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, CHAIRMAN OF THE VILLAGE
OF MUNDELEIN PLAN COMMISSION, DO CERTIFY THAT ON THIS _____ DAY
OF _____ 20 _____ THIS FINAL PLAT OF
SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE
VILLAGE OF MUNDELEIN.

CHARIMAN _____

SECRETARY _____

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY DESCRIBED IN THE PLAT HEREON DRAWN, VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS.

VILLAGE TREASURER _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____ 20 _____.

BY: _____
"VILLAGE" ENGINEER

SURVEYOR'S AUTHORIZATION TO RECORD
CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I HEREBY DESIGNATE _____ AND/OR
REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF
WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN
MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____, 20 _____, AT
AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184--002778
LICENSE EXPIRES 4/30/2027

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509

EXPIRES 11/30/2026

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509,
HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOTS 4 AND 5 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 2013 AS DOCUMENT 7064874; TOGETHER WITH PART OF PLAZA CIRCLE DEDICATED PER DOCUMENT 7064874 DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOTH 00 DEGREES 15 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 59.21 FEET TO ANGLE POINT IN SAID WEST LINE FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 44 MINUTES 22 SECONDS EAST ALONG SAID WEST LINE, 93.00 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 00 DEGREES 15 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE, 328.79 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 89 DEGREES 43 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE 93.00 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE NORTHEASTERLY ALONG A LINE BEING A CURVE, CONCAVE NORWESTERLY, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 116.38 FEET, A CHORD BEARING OF NORTH 38 DEGREES 12 MINUTES 10 SECONDS EAST, A CHORD LENGTH OF 143.11 FEET, AN ARC LENGTH OF 154.13 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 38 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 103.93 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A LINE BEING A CURVE, CONCAVE SOUTHWESTERLY, TANGENT TO THE LAST DECRIBED COURSE, HAVING A RADIUS OF 116.39 FEET, A CHORD BEARING OF NORTH 37 DEGREES 40 MINUTES 50 SECONDS WEST, A CHORD LENGTH OF 143.12 FEET, AN ANRC LENTH OF 154.15 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION IS WITHIN THE VILLAGE OF MUNDELEIN WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170134 0366 J, MAP NUMBER 17031C0366J HAVING A REVISED DATE OF AUGUST 19, 2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS _____ DAY OF _____, 20 _____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184--002778
LICENSE EXPIRES 4/30/2027

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2026

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS. THIS _____ DAY OF _____, A.D. 20 _____

LAKE COUNTY CLERK _____

STORMWATER MANAGEMENT EASEMENT (SME)

STORMWATER MANAGEMENT EASEMENT (SME)

A STORMWATER MANAGEMENT EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF MUNDELEIN, ILLINOIS WITHIN THE AREAS DESIGNATED ON THE PLAT AS STORMWATER MANAGEMENT EASEMENT FOR THE COLLECTION CONVEYANCE AND STORAGE OF STORMWATER IN AREAS TO BE MAINTAINED BY THE OWNER OF THE LOT(S) OR OUTLOT(S) ON WHICH THE FACILITIES EXIST IN ACCORDANCE WITH VILLAGE ORDINANCES AND THE APPROVED FINAL ENGINEERING IMPROVEMENT PLANS. ENCROACHMENT OF ANY KIND INCLUDING LANDSCAPING, FENCES, SHEDS, OR ACCESSORY STRUCTURES IS PROHIBITED UNLESS THE VILLAGE ENGINEER DETERMINES SUCH AN ENCROACHMENT WILL NOT INTERFERE WITH THE PROPER FUNCTION OF SAID FACILITIES. THE VILLAGE SHALL HAVE THE RIGHT TO ENTER SAID EASEMENT WITH PERSONNEL AND EQUIPMENT AT ANY TIME FOR THE PURPOSE OF ACCESS OR INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID EASEMENT. IF THE OWNER FAILS TO MAINTAIN SAID FACILITIES IN A REASONABLE AMOUNT OF TIME AFTER NOTICE FROM THE VILLAGE, THE NECESSARY REPAIRS MAY BE UNDERTAKEN BY THE VILLAGE, WITHOUT ANY OBLIGATION TO DO SO, THE VILLAGE MAY SEEK REIMBURSEMENT FROM THE OWNER FOR THE COSTS INCURRED BY THE VILLAGE TO MAKE THE NECESSARY REPAIRS AND/OR FILE A LIEN ON THE PROPERTY.

J:\Pedata\2023 Projects\23.0146\23.0146--01 Plat\23.0146--01 Plat of Sub.dwg

PROJ NO.: 23.0146-01	3 OF 3	COMPASS SURVEYING LTD ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT	CLIENT/ENGINEER	DATE: 2--22--24	PC N/A	DRAWN BY CJC	CHECKED BY SK	BOOK N/A PG N/A		
			RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION	Kimley»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM	PROPERTY OWNER/DEVELOPER:	Flaherty & Collins Properties					
						1 PER EMAIL DATED 6/12/24					
						2 PER VILLAGE COMMENTS					
						3 PER VILLAGE COMMENTS					
						4 PER EMAIL DATED 1/6/2025					
						5 PER EMAIL DATED 2/14/2025					
						6 REVISE COMED CERTIFICATE					
						7 PER VILLAGE COMMENTS					
						8 PER CLIENT COMMENTS					

**Exhibit M - Operating
Agreement for Mundelein FC
Owners, LLC**

OPERATING AGREEMENT
OF
MUNDELEIN FC OWNERS, LLC

DATED AS OF MARCH ___, 2025

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE FEDERAL OR STATE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND CONSTRUCTION	1
1.1. DEFINITIONS.....	1
1.2. CONSTRUCTION.....	6
ARTICLE II FORMATION	6
2.1. ORGANIZATION.	6
2.2. REGISTERED AGENT AND OFFICE.	6
2.3. PRINCIPAL OFFICE.	6
2.4. BUSINESS.....	6
ARTICLE III ACCOUNTING AND RECORDS; CONFIDENTIALITY	7
3.1. RECORDS TO BE MAINTAINED.	7
3.2. BOOKS AND RECORDS.....	7
3.3. DELIVERY OF INFORMATION.	7
3.4. CONFIDENTIAL INFORMATION.	7
ARTICLE IV MANAGEMENT; OFFICERS.....	8
4.1. MANAGEMENT OF THE COMPANY.....	8
4.2. NUMBER AND TENURE; RESIGNATION AND REMOVAL; VACANCIES.....	9
4.3. NO AUTHORITY.	10
4.4. LIABILITY OF MANAGER.	10
4.5. COMPENSATION OF THE MANAGER.	10
4.6. REIMBURSEMENT OF EXPENSES.	10
4.7. OFFICERS AND EMPLOYEES.....	10
ARTICLE V MEMBERS	11
5.1. LIABILITY OF MEMBERS; NO DUTIES OF MEMBERS.	11
5.2. REPRESENTATIONS AND WARRANTIES OF MEMBERS.....	11
5.3. DEVOTION OF TIME; CONFLICTS OF INTEREST.	11
5.4. VOTING RIGHTS.....	12
5.5. MEETINGS OF MEMBERS.....	12
5.6. NOTICE AND RECORD DATE OF MEETINGS.....	12
5.7. QUORUM.....	12
5.8. PROXIES.....	12

TABLE OF CONTENTS
(continued)

	<u>Page</u>
5.9. ACTION BY MEMBERS WITHOUT A MEETING.....	12
5.10. APPROVAL OF CERTAIN TRANSACTIONS BY THE MEMBERS.....	13
5.11. WITHDRAWAL OF MEMBER.....	14
5.12. ADDITIONAL MEMBERS.....	14
ARTICLE VI CONTRIBUTIONS; UNITS	14
6.1. CAPITAL CONTRIBUTIONS; UNITS.....	14
6.2. MEMBER LOANS.....	14
6.3. RETURN OF CAPITAL CONTRIBUTIONS.....	14
6.4. CAPITAL ACCOUNT.....	14
ARTICLE VII ALLOCATIONS AND DISTRIBUTIONS	15
7.1. ALLOCATION OF PROFITS.....	15
7.2. ALLOCATION OF LOSSES.....	15
7.3. SPECIAL ALLOCATIONS.....	15
7.4. DISTRIBUTIONS.....	19
7.5. ALLOCATIONS AND DISTRIBUTIONS TO NEW MEMBERS AND ASSIGNEES	19
ARTICLE VIII TAXES.....	19
8.1. METHOD OF ACCOUNTING FOR TAX PURPOSES.....	19
8.2. PARTNERSHIP REPRESENTATIVE.....	20
ARTICLE IX TRANSFER OF UNITS	20
9.1. GENERAL.....	20
9.2. ASSIGNEE NOT A SUBSTITUTE MEMBER IN ABSENCE OF MEMBER APPROVAL.....	20
9.3. REQUIREMENTS FOR EFFECTIVENESS OF TRANSFER.....	21
9.4. RIGHT OF FIRST REFUSAL.....	21
9.5. DRAG-ALONG RIGHTS.....	22
9.6. TAG-ALONG RIGHTS.....	23
9.7. INVOLUNTARY TRANSFERS.....	24
9.8. DEATH.....	24
ARTICLE X DISSOCIATION OF A MEMBER	25

TABLE OF CONTENTS
(continued)

	<u>Page</u>
10.1. DISSOCIATION.....	25
10.2. CONTINUATION OF COMPANY.....	25
10.3. RIGHTS OF DISSOCIATING MEMBER.....	25
ARTICLE XI DISSOLUTION AND WINDING UP	25
11.1. DISSOLUTION.....	25
11.2. EFFECT OF DISSOLUTION.....	26
11.3. DISTRIBUTION OF ASSETS ON DISSOLUTION.....	26
11.4. WINDING UP AND ARTICLES OF DISSOLUTION.....	26
ARTICLE XII INDEMNIFICATION	26
12.1. GENERAL.....	26
12.2. AUTHORIZATION.....	27
12.3. RELIANCE ON INFORMATION.....	27
12.4. ADVANCEMENT OF EXPENSES.....	27
12.5. NON-EXCLUSIVE PROVISIONS; VESTING.....	28
ARTICLE XIII MISCELLANEOUS PROVISIONS.....	28
13.1. ENTIRE AGREEMENT.....	28
13.2. AMENDMENT OR MODIFICATION OF THIS AGREEMENT.....	28
13.3. NO PARTNERSHIP INTENDED FOR NONTAX PURPOSES.....	28
13.4. RIGHTS OF CREDITORS AND THIRD PARTIES UNDER THIS AGREEMENT.....	28
13.5. TAX TREATMENT.....	28
13.6. NOTICE.....	28
13.7. ILLINOIS LAW CONTROLLING.....	29
13.8. SEVERABILITY.....	29
13.9. BINDING EFFECT.....	29
13.10. COUNTERPARTS.....	29
13.11. NO PARTITION.....	29

**OPERATING AGREEMENT
OF
MUNDELEIN FC OWNERS, LLC**

This Operating Agreement of Mundelein FC Owners, LLC, an Illinois limited liability company, is effective as of March __, 2025 by and among the Persons listed on Schedule A attached hereto.

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

1.1. Definitions. For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

“Act” means the Illinois Limited Liability Company Act, 805 ILCS Sec. 180/1-1, et seq., and all amendments thereto.

“Acceptance Notice” means written notice of the acceptance or rejection of a Takeover Offer.

“Affiliate” means, with respect to a particular Person, (i) any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, (ii) if such Person is a partnership, any partner thereof (other than a limited partner), (iii) any of such Person’s spouse, siblings (by law or marriage), ancestors and descendants and (iv) any trust for the primary benefit of such Person or any of the foregoing. The term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities or equity interests, by contract or otherwise.

“Agreement” means this Operating Agreement as amended from time to time.

“Articles” means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Illinois Secretary of State pursuant to the Act.

“Assignee” means a Person who holds Units but has not been admitted as a Member. Assignees do not have any right to participate in the management of the Company and do not have any voting rights.

“Available Cash” means, with respect to a given date, the amount of cash held by the Company as of such date that the Members approve as being available for distribution, after taking into account (a) all expenses of the Company, and reserves to accommodate the reasonably foreseeable future capital needs of the Company, (b) taxes, if any, required to be withheld, and (c) any restrictions under any project financing agreements.

“Bankrupt Member” means a Member who: (a) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors’ rights now existing or hereafter in effect; (b) has initiated, either in an original proceeding or by way of answer in any

state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (c) has consented to any order for relief entered with respect to such Member under the Federal Bankruptcy Code; or (d) has failed to cause the dismissal of any proceeding instituted against such Member under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to such Member's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

"Capital Account" means the amount of cash and fair market value of property (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code) that a Member or Assignee has contributed to the Company as Capital Contributions pursuant to Article VI hereof, adjusted as required by the Code and the Regulations.

"Capital Contribution" means any contribution of property or, if approved by the Manager, services made to the Company by or on behalf of a Member pursuant to Article VI hereof.

"Closing" has the meaning set forth in the Redevelopment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Common Member" means each of the Members identified on Schedule A as a Common Member.

"Company" means the limited liability company organized pursuant to the Articles and this Agreement, and any successor limited liability company.

"Dissociation" means any action which causes a Person to cease being a Member as described in Article X hereof.

"Distribution" means a transfer of property to a Member on account of his, her or its membership interest in the Company as described in Article VII hereof.

"FCI Guaranty" means that certain Guaranty dated as of even date herewith and executed by Flaherty Investors, LLC, an Indiana limited liability company, in favor of the Special Member.

"Fiscal Year" means the taxable year of the Company.

"Involuntary Transfer" means a Transfer of a Member's Units in connection with the termination, dissolution or liquidation of a Member, the adjudication of bankruptcy, whether voluntary or involuntary, or of incompetency of a Member or any other involuntary Transfer of a Member's Units incident to divorce, marital property, settlement, legal separation, court order or otherwise.

"Involuntary Transferee" means a transferee of a Member's Units in connection with an Involuntary Transfer.

“Involuntary Transferor” means a transferor of a Member’s Units in connection with an Involuntary Transfer.

“Joint Venture” means Mundelein FC II, LLC, a Delaware limited liability company, and in which the Company owns a limited liability company membership interest as of the effective date hereof.

“Joint Venture LLC Agreement” means that certain Limited Liability Company Agreement of the Joint Venture dated as of _____, 2025, and as to which the Company is a party as the limited liability company manager and a member thereof.

“Land” shall mean the tract of land located in the Village of Mundelein, Lake County, Illinois and legally described in Exhibit A attached hereto.

“Liquidity Event” means a disposition, refinancing, or similar transaction relating to the Project that results in cash proceeds being distributed to the Company.

“Major Decision” shall have the meaning set forth in the Joint Venture LLC Agreement.

“Majority-In-Interest” means, at any given time, the Common Member or Common Members holding in the aggregate more than fifty percent (50%) of the outstanding Units held by all Common Members or, if a smaller group of Common Members is designated, the Common Members of such group holding in the aggregate more than fifty percent (50%) of the outstanding Units held by the Common Members of such group. The Special Member is not considered in determining the Majority-In-Interest.

“Manager” means a Person appointed as a Manager in accordance with this Agreement, in each case in his, her, or its capacity as Manager hereunder.

“Market Value” means the fair market value of the applicable Units as of the last day of the month immediately preceding an Involuntary Transfer. The Involuntary Transferor and the Manager, on behalf of the Company, shall negotiate to determine a mutually agreeable fair market value. If a mutually agreeable fair market value cannot be determined within thirty (30) days of receipt by the Manager of notice of the Involuntary Transfer (or event that will trigger an Involuntary Transfer, if earlier), then each of the Involuntary Transferor and the Company shall appoint, at each of their own cost, a Qualified Appraiser. If both Qualified Appraisers agree on the fair market value, their opinion, which shall be submitted in writing, shall be conclusive and binding on both parties. If only one of the parties appoints a Qualified Appraiser or if the parties agree on the same Qualified Appraiser, that appraiser’s written opinion on the fair market value shall be conclusive and binding on both parties. If the Qualified Appraisers disagree on the fair market value, the average of the appraisals shall constitute the fair market value, unless one of the Qualified Appraisers submits an affidavit asserting that the other appraisal is not reasonable, in which case the Qualified Appraisers shall appoint an independent Qualified Appraiser mutually acceptable to them, and the written opinion of such Qualified Appraiser, whose fees and expenses shall be divided equally between the parties, shall be conclusive and binding as to the fair market value; provided, however, that if the fair market value found by the independent Qualified Appraiser is greater than the highest of the first appraisals, the highest of the first appraisals shall constitute the fair market value, and if the fair market value found by the independent Qualified

Appraiser is less than the lowest of the first appraisals, the lower of the first appraisals shall constitute the fair market value.

“Member” means any Person who has signed this Agreement as a Member or who is hereafter admitted as a Member of the Company pursuant to this Agreement.

“Offer Period” means the fifteen (15) day period after delivery of a Takeover Offer.

“Offeror” means any Person who makes a Takeover Offer that is not another Member or an Affiliate of any Member.

“Person” means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization.

“Project” means the acquisition of the Land and construction and development of a multi-family rental apartment project containing approximately 242 units and a building containing approximately 3,000 square feet of retail space.

“Project Owner” means Mundelein FC, LLC, an Indiana limited liability company.

“Profits” and “Losses” for any Fiscal Year means the net income or net loss of the Company for such Fiscal Year or fraction thereof, as determined for federal income tax purposes in accordance with the accounting method used by the Company for federal income tax purposes adjusted as required by the Regulations. In the event the Company’s property is revalued by the Members, to the extent permitted by the Regulations, with respect to the Company’s property (other than money), Profits and Losses shall be computed in accordance with the provisions of Section 1.704-1(b)(2)(iv)(g) of the Regulations by computing depreciation, amortization, gain or loss upon the fair market value of such property on the books of the Company and allocating such items among the Members using the curative method described in Section 1.704-3(c) of the Regulations.

“Qualified Appraiser” means a professional appraiser or certified public accountant qualified by experience and ability to appraise the capital interests of a limited liability company.

“Redevelopment Agreement” means that certain Amended and Restated Redevelopment Agreement dated as of _____, 2025, by and between Special Member and F & C Development, Inc., an Indiana corporation.

“Regulations” means, except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury promulgated under the Code, as such regulations may be changed from time to time.

“Special Member” means the Village of Mundelein, an Illinois home rule municipal corporation.

“Special Member Contribution” means the contribution of the Special Member in the amount set forth on Schedule A.

“Special Member Return” means as of any date the sum of the amount required to be distributed by the Company to Special Member pursuant to Section 7.4 in order for Special Member to receive an amount equal to three percent (3.0%) annual rate of return on the Special Member Contribution. For the avoidance of doubt, the Special Member Return includes the return of the capital contribution of the Special Member.

“Stabilization” shall mean the date upon which (i) the Project Owner has entered into leases for at least ninety percent (90%) of the apartment units in the Project that are available for rent (i.e., excluding from total apartment count, models and units occupied for marketing and management purposes) and (ii) those leases have remained in effect continuously over any twelve (12) month period.

“Substitute Member” means an Assignee who has been admitted as a Member.

“Takeover Offer” means a bona fide offer to purchase in the aggregate more than fifty percent (50%) of the outstanding Units of the Company, from an Offeror.

“Transfer” means any transfer, sale, gift, assignment, pledge, granting of a security interest or other disposition, including any disposition by operation of law.

“Unit” means an interest of a Member or Assignee in the Profits, Losses and Distributions of the Company as determined in accordance with this Agreement. The number of Units issued to each Member in exchange for his, her or its Capital Contribution is set forth on Schedule A, which shall be updated from time to time by the Manager without a formal amendment of this Agreement in the event the Company issues additional Units or acquires Units, if there is a change in the number of Units owned by the Member or if there is a Transfer of Units.

Additionally, the following terms have the meanings given such terms in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Confidential Information	3.4
Deceased Member	9.8(a)
Exercise Period	9.4(b)
Involuntary Purchase Price	9.7
Offer	9.4(a)
Member Loan	6.2
Regulatory Allocations	7.3(b)
Tag-Along Members	9.6
Tag-Along Notice	9.6
Tag-Along Right	9.6
Transfer Terms	9.6

See also Section 7.3(a) for definitions that are applicable only to Section 7.3.

1.2. Construction. As used in this Agreement, the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement. References herein to “him”, “her” or “it”, whether in the singular, plural or possessive form, shall be interchangeable. References to any Person include the successors and permitted assigns of such Person, unless expressly provided otherwise. Each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form. Unless the context otherwise requires, references herein: (a) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of and the Schedules or Exhibits attached to this Agreement, (b) to an agreement, instrument or document means such agreement, instrument or document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement, and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto. The headings and captions used in this Agreement, in any Schedule or Exhibit hereto, or in any table of contents or index hereto are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement or any Schedule or Exhibit hereto. Any capitalized terms used in any Schedule or Exhibit hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Whenever the words “include”, “includes” or “including” are used herein, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import.

ARTICLE II FORMATION

2.1. Organization. The Members hereby ratify the formation of the Company as an Illinois limited liability company pursuant to the provisions of the Act.

2.2. Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed with the Illinois Secretary of State. The Manager may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Manager fails to designate a replacement registered agent or change of address of the registered office, the Common Members may designate a replacement registered agent or file a notice of change of address.

2.3. Principal Office. The principal office of the Company shall be located at One Indiana Square, Suite 3000, Indianapolis, IN 46204, or at such other place as the Manager may determine from time to time.

2.4. Business. The business of the Company shall be to (a) pursue any lawful business whatsoever, (b) exercise all powers which may be legally exercised under the Act, and (c) engage in any activities reasonably necessary or convenient to the foregoing.

ARTICLE III

ACCOUNTING AND RECORDS; CONFIDENTIALITY

3.1. Records to be Maintained. The Company shall maintain the following records at its principal office:

- (a) A list of the full name and last known mailing address of each Member, Assignee, and Manager;
- (b) Copies of the Articles and all amendments thereto;
- (c) Copies of the Company's federal, state, and local income tax returns and financial statements, if any, for the three (3) most recent years, or if the returns and statements were not prepared, copies of the information and statements provided by Members to enable them to prepare their federal, state, and local tax returns for the same period;
- (d) Copies of this Agreement and all amendments thereto and copies of any written operating agreements no longer in effect; and
- (e) Any other agreements or documents required by the Act or this Agreement.

3.2. Books and Records. The Company shall maintain appropriate books and records, including a record of the Capital Account for each Member and Assignee. Upon prior written notice to the Manager, and during normal business hours, each Member (or his, her or its authorized representative) shall have the right to inspect and copy any books and records of the Company described in Section 3.1.

3.3. Delivery of Information. The Company shall furnish to each Member:

- (a) as soon as available, but in any event within one hundred twenty (120) days after the end of each Fiscal Year, a copy of the financial statements of the Company as at the end of such Fiscal Year; and
- (b) within one hundred twenty (120) days after the end of each Fiscal Year, a Form K-1 and any additional tax information as shall be necessary for the preparation by such Member of their federal income tax returns for such Fiscal Year.

3.4. Confidential Information. The Members and Assignees recognize and acknowledge that they will have access to Confidential Information of the Company. Each Member and Assignee agrees that throughout a Member or Assignee's ownership of Units and for a period of five (5) years immediately after a Member or Assignee disposes of all of his, her or its Units for whatever reason, such Member or Assignee will not disclose or utilize any Confidential Information for any reason or purpose other than for the benefit of the Company, without the prior written consent of the Company. In the event of a breach or a threat of a breach by a Member or Assignee of the duty to maintain Confidential Information as provided in this Section, the Company will be entitled to seek an injunction to redress or prevent the Member or Assignee from disclosing or utilizing, in whole or in part, the Confidential Information. Upon the request of the

Company, a Member or Assignee who sells his, her or its Units shall return all copies (whether written, electronic or otherwise) of the Confidential Information that such Member or Assignee possesses or controls. Alternatively, the Company may request that the Member or Assignee destroy such Confidential Information and certify such destruction to the Company in writing.

For purposes of this Agreement, the “Confidential Information” of the Company shall mean any and all information in any form (oral, written, electronic or otherwise) belonging to or pertaining to the Company that is not public information or is not generally known or available to the Company’s competitors or other third parties but is known only to the Company, its Members and employees, which such information shall include, but not be limited to, proprietary computer programs, all trade secrets, know-how, proprietary information, designs, design plans, patents, patent applications, copyrights, trademarks, trade names, service marks, service names, improvements or other proprietary or intellectual property of the Company; and existing and contemplated business, marketing and financial information such as, for example, financial data, confidential pricing and marketing plans, cost estimates, forecasts, bid and proposal information, customer and referral source information, business plans and methods, lists of actual or potential customers, sales techniques, business acquisition plans; and technical and non-technical information, data, methods, systems, designs, compilations, specifications and other compilations of information.

3.5 Project Information. Commencing with the first month immediately following the date of commencement of the first lease at the Project, and thereafter on a monthly basis within fifteen (15) days of the end of the preceding month, Flaherty Capital Investors IV, LLC shall deliver or cause the Project Owner to deliver to the Company and the Special Member a report in detail reasonably acceptable to the Special Member detailing units that have been rented, and the commencement dates and terms of the underlying leases, for purposes of the Company’s and Special Member’s determination of occurrence of Stabilization.

ARTICLE IV MANAGEMENT; OFFICERS

4.1. Management of the Company.

(a) The Manager shall direct, manage and control the business and affairs of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or the Act, the Manager shall have full, exclusive and complete power, authority and discretion to manage and control the business, affairs and properties of the Company, make all decisions regarding those matters, to perform any and all other acts or activities customary or incident to the management of the Company’s business and to do all things he, she or it deems necessary or desirable to carry out the Company’s business, including, without limitation, the power to enter into contracts and agreements on behalf of the Company and otherwise bind the Company in any manner with respect to the business, affairs and properties of the Company. The Manager may delegate certain responsibilities for the operation of the Company to officers in accordance with Section 4.7.

(b) Without limiting the power of the Manager as provided in subsection (a) above and subject to all other provisions of this Agreement, the Manager shall have the power and authority on behalf of the Company:

(i) to borrow money from time to time as required by the Company; to execute, accept, endorse, and deliver, as evidence of such borrowing, all kinds of debt securities, including, but without limiting the generality thereof, promissory notes, drafts, bills of exchange, letters of credit, warrants, bonds, debentures, and other negotiable instruments and evidences of indebtedness; and to secure the payment and full performance of such securities by giving a security interest in, or a mortgage, pledge, conveyance or assignment in trust of, the whole or any part of the tangible or intangible assets of the Company, including leases or other contract rights, whether at the time owned or thereafter acquired;

(ii) to enter into, make, perform and carry out all types of contracts, leases, instruments, notes, certificates, titles, agreements or other documents and to amend, extend, or modify any such document at any time entered into by the Company;

(iii) to purchase, lease (as lessor or lessee), sell, exchange or otherwise acquire or dispose of any property or assets of the Company, real, personal or mixed, for cash or on terms or for other property;

(iv) to prepay, in whole or in part, refinance, recast, increase, modify or extend any debt, security interest or mortgage which may affect any property owned or leased by the Company, and in connection therewith, to enter into and execute for and on behalf of the Company any extensions, renewals, modifications or replacements of such debt, security interest or mortgage; and

(v) to employ and compensate such persons, firms or corporations as the Manager shall deem advisable or necessary to carry on, assist or promote the Company business, including, but not limited to auditors, accountants and attorneys; to have and exercise all powers necessary or convenient to carry out the business for which the Company is formed.

4.2. Number and Tenure; Resignation and Removal; Vacancies.

(a) There shall be one (1) Manager unless a Majority-In-Interest of the Members otherwise determines. The Manager shall serve an indefinite term until his, her or its resignation or removal. The initial Manager shall be David M. Flaherty.

(b) The Manager may resign by giving written notice to the Common Members specifying the date that such resignation is to take effect. If such written notice does not contain an effective date for the resignation, such resignation shall be effective upon delivery. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Resignation as Manager shall not affect such person's rights as a Member and shall not constitute a withdrawal of such Member.

(c) The Manager may be removed for any reason by a Majority-In-Interest of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal as a Member.

(d) Any vacancy for any reason in the Manager position shall be filled by the designation of a Majority-In-Interest of the Members at the time such vacancy occurs.

4.3. No Authority. Unless authorized to do so by this Agreement or by the Manager, no attorney-in-fact, officer, employee or other agent of the Company shall have any power or authority to bind the Company in any way, pledge its credit or render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless such Member has been authorized by the Manager to act as an officer or agent of the Company in accordance with the previous sentence.

4.4. Liability of Manager. The Manager shall perform his, her or its duties as the Manager in a manner reasonably believed to be in the best interests of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Manager shall not have any liability to the Company or any other Person by reason of being or having been the Manager unless the liability shall have been the result of bad faith, negligence, fraud, deceit or willful misconduct by the Manager. The Manager does not in any way guarantee the return of Capital Contributions to the Members or the making of Distributions by the Company. In the absence of any written agreement between the Company and the Manager to the contrary, the Manager shall be required to devote only such time to the Company's business as the Manager deems necessary or appropriate and shall not be required to manage the Company as his, her or its sole and exclusive function. Neither the Company nor any Member or other Person shall have any right, by virtue of this Agreement, to share or participate in such other business or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any Member as a result of engaging in any other business or venture. No transaction with the Company shall be void or voidable solely because the Manager or an Affiliate of the Manager has a direct or indirect interest in the transaction.

4.5. Compensation of the Manager. Compensation of the Manager for his, her or its services as Manager, if any, shall be approved in writing by a Majority-In-Interest of the Members.

4.6. Reimbursement of Expenses. The Company shall be responsible for all costs and expenses incurred in managing or operating the Company. The Company shall reimburse the Manager for out-of-pocket costs and expenses reasonably incurred in connection with or arising out of management or operating activities hereunder.

4.7. Officers and Employees. The Manager may delegate certain responsibilities for the operation of the Company to any officers as he, she or it may from time to time determine by creating the office and defining the duties thereof. The officers of the Company, if any, shall be appointed by the Manager and may include a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary and a Treasurer, along with such other officers with such titles and such duties as the Manager may from time to time determine, each to have such authority, functions or duties as the Manager may from time to time determine. Each officer shall hold office for such term as may be prescribed by the Manager and until such person's successor shall have been

elected or until such person's earlier death, resignation or removal. Any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice thereof to the Manager. Any such resignation shall take effect on the date of delivery of such notice or on such later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal or any other cause may be filled by the Manager. One person may hold offices and perform the duties of any two or more offices. The initial officers are: David M. Flaherty, President and Derek Hammond, Secretary.

ARTICLE V MEMBERS

5.1. Liability of Members; No Duties of Members. No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company. Unless otherwise provided in a written agreement between the Company and a particular Member, no Member, as such, shall have any duty of loyalty, duty of care or other fiduciary duty of any character whatsoever to the Company, to any other Member or to any creditor of the Company.

5.2. Representations and Warranties of Members. Each Member hereby represents and warrants to the Company and to each other Member that (a) the Member is acquiring his, her, or its Units for his, her, or its own account as an investment and without an intent to distribute the Units; (b) the Member acknowledges that the Units have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements; (c) the Member understands that this Agreement imposes contractual restrictions on the Transfer of the Units in addition to those restrictions imposed by securities laws as described above; (d) the Member has had an opportunity to make inquiries concerning the Company and all matters relevant to an investment in the Units, and has been given the opportunity to ask questions of, and receive answers from, the Company concerning the Company, its business, the Units, the risks associated with an investment in the Units, and such additional information as the Member deems necessary to evaluate an investment in the Units; (e) the Member has such knowledge and experience in business and financial matters in general as to be capable of evaluating the Company, its proposed activities, and the risks and merits of an investment in the Units; (f) the Member understands that no federal or state agency has made any finding or determination as to the fairness of the offering of the Units, nor any recommendation or endorsement of the Units; and (g) the Member acknowledges receipt of and the opportunity to review the Articles, this Agreement and the schedules and exhibits to this Agreement. The foregoing representations are in addition to, and not in lieu of, any representations and warranties made by the Member in any subscription agreement or other agreement executed by the Member in favor of the Company in connection with the acquisition of Units.

5.3. Devotion of Time; Conflicts of Interest. No Member, as such, shall be required to devote any time to the management of the Company, and each Member may have other business interests and engage in other activities in addition to those relating to the Company. Neither the

Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of any Member or to the income or proceeds derived therefrom. No Member shall incur any liability to the Company or to any other Member as a result of engaging in any other business or venture. No transaction with the Company shall be void or voidable solely because a Member or an Affiliate of a Member has a direct or indirect interest in the transaction if the direct or indirect interest is disclosed to the disinterested Members and approved by the Manager.

5.4. Voting Rights. Each Common Member shall be entitled to cast one (1) vote for each Unit that such Common Member owns. The Special Member shall have no voting rights or approval rights for any action by or any other matter related to the Company, except for the approval rights specifically set forth in Section 5.10.

5.5. Meetings of Members. The Members shall meet annually at such times as shall be determined by resolution of the Members, for the purpose of transacting such business as may come before the meeting; provided, however, that the failure to hold an annual meeting shall not be grounds for dissolution of the Company. Special meetings of the Members, for any purpose or purposes, may be called by the Manager or any Member(s) holding at least twenty-five percent (25%) of the outstanding Units. The Members may designate any place, either within or outside the State of Illinois, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company. Members may participate in any annual or special meeting through the use of any means of communications by which all of the Members may simultaneously hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

5.6. Notice and Record Date of Meetings. Except as otherwise provided in this Agreement, written notice stating the place, day and hour of a meeting and the purpose or purposes for which the meeting is called shall be delivered not less than two (2) days before the date of the meeting to each Member entitled to vote at such meeting. Such notice shall be delivered personally or by email overnight mail/courier. Members may waive prior notice by attending the meeting or by executing a written waiver of notice before or after the meeting. The date on which notice of the meeting is mailed, emailed or personally delivered shall be the record date for such determination of Members entitled to notice of or to vote at any meeting of Members.

5.7. Quorum. A Majority-In-Interest of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. The affirmative vote of a Majority-In-Interest of the Members shall be the act of the Members on matters upon which Members are expressly permitted in this Agreement to vote (unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or this Agreement).

5.8. Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager, before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

5.9. Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting and without prior notice to all

Members if the action is evidenced by one or more written consents describing the action taken, signed by the Members approving such action and delivered to the Manager for filing with the Company records. Unless an action requires unanimous approval, the written consent will be effective upon approval by Members holding the number of Units necessary to approve the action. Any action taken under this Section is effective when the Members holding the number of necessary Units have signed the consent, unless the consent specifies a different effective date, in which case the action is effective on or as of the specified date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

5.10. Approval of Certain Transactions by the Members. Notwithstanding any other provision in this Agreement to the contrary, the Company shall not engage in the following transactions without approval of both (1) a Majority-In-Interest of the Members and (2) the Special Member:

- (a) merge or consolidate with or into any other Person;
- (b) take any action that constitutes any act of bankruptcy or insolvency of the Company;
- (c) convert the Company to a corporation or other form of entity or re-domesticate the Company to another jurisdiction;
- (d) issue any additional Units or other equity securities;
- (e) admit additional members of the Company;
- (f) amend the Articles;
- (g) liquidate, dissolve or change the nature of the Company's business;
- (h) accept any loan of funds from a Member, except Member Loan expressly subordinate to the payment of the Special Member Return;
- (i) approval of any Major Decision, in the Company's capacity as the limited liability company manager or member of the Joint Venture;
- (j) the Company's approval, in the Company's capacity as the limited liability company manager or member of the Joint Venture, in the Joint Venture's capacity as the limited liability company manager or member of the Project Owner, to take any of the foregoing actions with respect to the Project Owner or the Project;
- (k) engage in any material transaction outside of the ordinary course of the Company's business.

The foregoing transactions are in addition to any other transactions requiring approval of the Members pursuant to the terms of this Agreement. For clarification, the foregoing transactions do not require any approval of the Manager.

5.11. Withdrawal of Member. Except as set forth below, no Member shall have the authority to withdraw as a Member without the prior written consent of a Majority-In-Interest of the Members. Notwithstanding the foregoing, the Special Member shall promptly withdraw as a Member upon payment in full of the Special Member Return and such withdrawal shall not require the prior written consent of a Majority-In-Interest of the Members.

5.12. Additional Members. Any Person acceptable to the Members by the prior written consent of a Majority-In-Interest of the Members may become a Member in the Company upon such terms and conditions as determined by a Majority-In-Interest of the Members. Each Person admitted as a Member pursuant to this Section shall execute such agreements and documents as the Members may require to reflect the admission of such Person as a Member and his, her or its agreement to be bound by the terms of this Agreement.

ARTICLE VI CONTRIBUTIONS; UNITS

6.1. Capital Contributions; Units. On or prior to the date of this Agreement:

(a) each Common Member has made Capital Contributions to the Company in the amount set forth opposite their names on Schedule A.

(b) The Special Member has made the Special Member Contribution in the amount set forth on Schedule A, which amount shall be contributed into the Project. Special Member shall receive distributions in the aggregate in an amount no less than Special Member Return no later than the earlier of (i) March 31, 2030, and (ii) 180 days after Stabilization. The obligation to pay the Special Member Return shall be guaranteed by Flaherty Investors, LLC pursuant to the FCI Guaranty.

(c) No Member shall be required to make an additional Capital Contribution. In exchange for the initial Capital Contributions, each Member shall receive that number of ownership Units set forth opposite their name on Schedule A. The Special Member shall receive no Units. All Units are duly authorized, validly issued and fully paid.

6.2. Member Loans. Any Member may, with the approval of the Manager and as approved pursuant to Section 6.2(h), above, loan funds to the Company (a “Member Loan”). The repayment terms and interest rate for such loans shall be approved by the Manager and such Member; provided, however, that in no event shall the interest rate on such loans be less than the applicable federal rate as announced by the Internal Revenue Service in effect on the date the loan is made. All Member Loans shall be expressly subordinate in payment to the repayment of the Special Member Return and no payments of principal or interest shall be made by the Company or accepted by any Member so long as the Special Member Return is outstanding.

6.3. Return of Capital Contributions. Except as otherwise provided in this Agreement, a Common Member shall be entitled to a return of his, her or its Capital Contribution only upon the dissolution and winding up of the Company as provided in Article XI.

6.4. Capital Account. The Manager shall cause to be maintained with respect to each Member and Assignee a Capital Account. To the extent permitted by the Regulations, (a) upon

the issuance or redemption of Units or other equity securities, the Manager may, in his, her or its discretion, restate the Capital Accounts to reflect the fair market value of the Company as of the date of such event, and (b) upon the conversion of any convertible securities or the exercise of any rights, options or warrants to purchase Units or other equity securities, the Manager may, in its discretion, restate the Capital Accounts to reflect the economic rights of the Person who affected the conversion or exercise. In the event of any restatement of the Capital Accounts, the Manager may determine the fair market value of the Company in his, her or its sole discretion and need not engage a valuation consultant or other advisor. Capital Accounts do not bear interest. If a Person sells or disposes of all of his, her or its Units, the transferee will succeed to his, her or its Capital Account; if her, she or it sells or disposes of only a portion of his, her or its Units, then his, her or its Capital Account will be calculated based on the portion of the Units of which he, she or it disposed and the transferee will be credited with a proportionate share of his, her or its Capital Account.

ARTICLE VII ALLOCATIONS AND DISTRIBUTIONS

7.1. Allocation of Profits. Profits and other items of income and gain with respect to any Fiscal Year shall be allocated as follows:

(a) first, to the Common Members and their Assignees in proportion to any Losses previously allocated to such Common Members and Assignees pursuant to Section 7.2(b) until the aggregate amount of Profits allocated pursuant to this Section 7.1(a) for the current Fiscal Year and any prior Fiscal Year equal such Losses;

(b) second, to the Common Members and their Assignees in proportion to any Losses previously allocated to such Common Members and Assignees pursuant to Section 7.2(a) until the aggregate amount of Profits allocated pursuant to this Section 7.1(b) for the current Fiscal Year and any prior Fiscal Year equal such Losses; and

(c) third, to the Common Members and Assignees in proportion to the number of Units they hold.

7.2. Allocation of Losses. Losses and other items of loss and deduction with respect to any Fiscal Year shall be allocated as follows:

(a) first, to the Common Members and Assignees in proportion to the balance of their Capital Accounts until the Capital Accounts of all of the Common Members and Assignees have been reduced to zero; and

(b) second, to the Common Members and Assignees, in proportion to the numbers of Units they hold.

7.3. Special Allocations.

(a) Definitions. For purposes of this Section, the following terms shall have the following meanings:

“Adjusted Capital Account Deficit” of a Common Member or Assignee means the deficit balance, if any, in a Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

- (i) increase such Capital Account by any amounts which such Person is obligated to restore to the Company pursuant to Section 1.704-1(b)(2)(ii)(c) of the Regulations or is deemed to be obligated to restore pursuant to the next to the last sentence of Section 1.704-2(g)(1) of the Regulations or the next to the last sentence of Section 1.704-2(i)(5) of the Regulations; and
- (ii) decrease such Capital Account by the amount of the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“Company Liability” means any enforceable debt or obligation for which the Company is liable or which is secured by any Company property.

“Company Minimum Gain” means the aggregate amounts of gain which would be realized by the Company if it disposed of all property subject to Nonrecourse Liabilities in full satisfaction of such liabilities. Such amounts shall be calculated as described in Section 1.704-2(d)(1) of the Regulations.

“Member Nonrecourse Debt” has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“Member Nonrecourse Deductions” has the meaning set forth in Sections 1.704-2(i)(1) and (2) of the Regulations.

“Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

“Nonrecourse Liability” means any Company Liability (or portion thereof) for which no Member or Assignee bears the economic risk of loss as determined in accordance with Sections 1.704-2(b)(3) and 1.752-1(a)(2) of the Regulations (without regard to whether those Sections apply to such liability).

(b) Regulatory Allocations. The following allocations (the “Regulatory Allocations”) shall be made in the following order:

(i) Except as otherwise provided in Section 1.704-2(f) of the Regulations, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Common Member and Assignee shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Common Member and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(ii) Except as otherwise provided in Section 1.704-1(i)(4) of the Regulations, if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Common Member and Assignee who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Common Member and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(iii) If any Common Member or Assignee receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations that causes such Person to have an Adjusted Capital Account Deficit as of the end of any Fiscal Year or increases such Person's Adjusted Capital Account Deficit, gross income and gain shall be allocated to such Common Member or Assignee in an amount and manner sufficient to eliminate such deficit as quickly as possible in accordance with Section 1.704-1(b)(2)(ii)(d) of the Regulations. Any such allocation of gross income or gain pursuant to this paragraph shall be in proportion to the amounts of the Adjusted Capital Account Deficits. This subsection is intended to constitute a "qualified income offset" within the meaning of Section 1.704(b)(2)(ii)(d) of the Regulations.

(iv) Nonrecourse Deductions for any Fiscal Year shall be specially allocated in proportion to the Units.

(v) Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Common Members or Assignees who bear the economic

risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.

(vi) For income tax purposes, any item of income, gain, loss, deduction or credit with respect to any property (other than money) that has been contributed by a Common Member or Assignee to the capital of the Company and which is required to be allocated to Common Members and Assignees for income tax purposes under Section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution, shall be allocated to the Common Members and Assignees for income tax purposes in the manner required by Section 1.704-1(b)(2)(iv)(g) of the Regulations. If the Capital Accounts are required to be adjusted pursuant to Section 1.704-1(b)(2)(iv)(f) or (g) of the Regulations with respect to a revaluation of any asset of the Company, subsequent allocations of income, gain, loss and deduction, including without limitation depreciation or deductions for cost recovery with respect to such asset, shall take account of any variation between the then existing adjusted basis of such asset for federal income tax purposes and the fair market value of such asset as required by Section 1.704-1(b)(2)(iv)(g) of the Regulations.

(vii) Notwithstanding Section 7.3(b)(iii) and (iv), Losses shall not be allocated to the extent that such allocation would cause a Common Member or Assignee to have an Adjusted Capital Account Deficit or would increase such Person's Adjusted Capital Account Deficit. Losses that are not allocated to a Common Member or Assignee by reason of the limitation in this subsection shall be allocated to the Common Members or Assignees to whom this limitation does not apply in proportion to their Units.

(c) Curative Allocations. The Regulatory Allocations are intended to comply with certain requirements of the Regulations. It is the intent of the parties hereto that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section. Therefore, notwithstanding any other provision of this Article (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Capital Account balance is, to the extent possible, equal to the Capital Account balance such Person would have had if the Regulatory Allocations were not part of this Agreement. In exercising its discretion under this Section, the Manager shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

(d) Allocations to Special Member. No allocation of net income or loss shall be made to Special Member except for allocations necessary for the payment of the Special Member Return.

7.4. Distributions.

(a) The Manager shall distribute Available Cash as soon as practicable after the Company's receipt thereof, but no less often than annually. In all events, Available Cash shall be distributed no later than (i) one hundred (120) days after the end of each calendar year, and (ii) fourteen (14) days after the receipt of proceeds from any Liquidity Event. Manager shall have the authority to retain amounts otherwise distributable to a Member (x) upon the written consent of such Member, until such time as the Manager and such Member may mutually agree in writing, or (y) if the Manager determines in its reasonable discretion that such Member has failed to provide information required to make such distribution (e.g., identification of the account to which such distributions are to be sent to), until such time that the Member provides such required information to the Manager. Distributions prior to the dissolution of the Company may only take the form of cash.

(b) All Distributions shall be paid as follows:

(i) First, to the extent Special Member Return is outstanding 100% to the Special Member;

and

(ii) Thereafter, to the Common Members, pro rata.

(c) Notwithstanding any other provision hereof, no Distribution may be declared or paid if, after giving effect thereto, either (i) the Company would not be able to pay its debts as they become due in the ordinary course of business or (ii) the Company's total assets would be less than its total liabilities (plus any amount that would be needed if the affairs of the Company were to be wound up at the time of the Distribution to satisfy any preferential rights that are superiors to the rights of the Members and Assignees receiving such Distribution).

7.5 Allocations and Distributions to New Members and Assignees. If Units are Transferred or if additional Units are issued to a new Member during any Fiscal Year, Profits and Losses, or each item thereof, and all other items attributable to such Units for such Fiscal Year shall be allocated to the Assignee or new Member in accordance with Section 706(d) of the Code, using any conventions permitted by law and selected by the Members. All Distributions paid on or before the date of a Transfer shall be paid to the transferor, and all Distributions paid thereafter shall be made to the transferee. If a Transfer does not comply with the provisions of Article IX hereof, then all of such items shall be allocated to the Person who attempted to make the Transfer.

ARTICLE VIII TAXES

8.1 Method of Accounting for Tax Purposes. The records of the Company shall be maintained on the method of accounting selected by a Majority-In-Interest of the Members, which shall satisfy the requirements of the Code and the Regulations.

8.2 Partnership Representative. The Manager is hereby designated as the “Partnership Representative” under Section 6223(a) of the Code, to manage administrative tax proceedings conducted at the Company level by the Internal Revenue Service with respect to Company matters. The Members expressly consent to such designation and agree that, upon the request of the Manager, they shall execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Manager is specifically directed and authorized to take whatever steps the Manager in its discretion deems necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as the Manager in its discretion determines may from time to time be required or advisable under Treasury Regulations. Expenses of administrative proceedings relating to the determination of Company items at the Company level undertaken by the Partnership Representative shall be Company expenses. Without limiting the generality of the foregoing, the Partnership Representative shall have the sole and absolute authority to make any elections on behalf of the Company permitted to be made pursuant to Section 754 or any other section of the Code or the Treasury Regulations promulgated thereunder.

ARTICLE IX TRANSFER OF UNITS

9.1 General. Except as otherwise specifically provided in this Agreement, a Member or Assignee may not Transfer, and shall not be required to Transfer, all or any part of such Person’s Units without the consent of a Majority-In-Interest of the Members, which consent may be withheld in the sole discretion of the Members or granted subject to such conditions as the Members in their sole discretion deem appropriate. All Transfers must comply with the provisions of Section 9.3. Any purported Transfer of Units not in compliance with this Article IX shall be null and void.

9.2 Assignee Not A Substitute Member in Absence of Member Approval.

(a) A proposed Transfer of Units shall not be effective unless and until any applicable requirements of Section 9.3 have been satisfied, and written notice of the Transfer (including the name and address of the transferee and the date of such Transfer) has been provided to the Company and the other Members.

(b) Notwithstanding anything contained in this Agreement to the contrary, any transferee of Units shall be an Assignee and have no right to participate in the management of the business and affairs of the Company, to exercise any voting power with respect to the transferred Units, or to become a Substitute Member, unless a Majority-In-Interest of the Members, in their sole and absolute discretion, approve the admission of the transferee as a Substitute Member; provided, however, that no approval shall be required in the case of a Transfer of Units in accordance with Section 9.4; provided, further, that the terms of Section 9.8(b) shall control over the terms of this Section 9.2(b).

(c) Any Transfer of Units or admission of an Assignee as a Substitute Member in compliance with this Article IX shall be deemed effective as of the last day of the calendar month in which the Assignee or Substitute Member fully complies with Section 9.3.

9.3 Requirements for Effectiveness of Transfer. As a condition to recognizing the effectiveness of any proposed or purported Transfer of Units or admission of an Assignee as a Substitute Member, the remaining Members may require the transferring Person and/or the proposed transferee to execute such instruments of transfer, assignment and assumption and such other documents, and to perform all such other acts which the remaining Member may deem necessary or desirable to:

- (a) constitute such transferee as an Assignee or a Substitute Member;
- (b) confirm that the Person desiring to acquire Units, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a Substitute Member or will merely be an Assignee);
- (c) preserve, after the Transfer, the Company's status under the laws of each jurisdiction in which the Company is qualified, organized or does business;
- (d) maintain the Company's classification as a partnership for federal income tax purposes; and
- (e) assure compliance with any applicable state and federal laws including securities laws and regulations.

9.4 Right of First Refusal.

(a) If, at any time, any Member or Assignee receives a bona fide offer to acquire all or any part of the Units then owned by such Member or Assignee from any Person (including any other Member or Assignee), which such Member or Assignee desires to accept (an "Offer"), and such Member is not otherwise prohibited from Transferring such Units, then such Member or Assignee shall cause the Offer to be reduced to writing and shall deliver written notice of such Offer to the Manager. Such notice shall also contain an irrevocable offer by such transferring Person to sell all or any part of the Units subject to the Offer to the other Members (but not Assignees) and/or the Company (subject to the priorities set forth in this Section) upon the same terms and conditions stated in the Offer, and shall be accompanied by a true and correct copy of the Offer (which shall identify the offeror, the price contained in the Offer and all other terms and conditions of the Offer).

(b) Within thirty (30) days after receipt of such notice from the transferring Person (the "Exercise Period"), the Members (but not Assignees), on a pro rata basis in connection with their Units, shall have the right and option to purchase all or any part of the Units proposed to be sold, upon the same terms and conditions stated in the Offer, by giving notice to the transferring Person of their intention to do so within the Exercise Period.

(c) If, at the expiration of the Exercise Period, the Offer has not accepted in full by the Members, (i) any Units not subscribed for by a Member shall be re-offered to those Members who subscribed for the full amounts available to them; (ii) such re-offers shall

be made to each such Member in the proportion that such Member's subscription bears to the aggregate subscriptions of each of the Members who subscribed for the full amount offered to them; and (iii) such re-offers will be continued in a like manner, each for a three (3) business day period following the delivery of the resubscription offer until all of the Units which are the subject of the Offer and re-offers are fully subscribed for by the Members, or until no Member elects to subscribe for any additional Units which are the subject of the Offer and re-offers.

(d) If, at the expiration of the Exercise Period and the successive re-offer periods specified in subsection (c) above, the Members have not accepted the Offer in full, the Company shall have the right and option (the exercise or non-exercise of which shall be in the discretion of the Manager) to purchase all or any part of the Units remaining unsubscribed for, upon the same terms and conditions stated in the Offer, by giving notice to the transferring Person and all Members of his, her or its intention to do so, within five (5) business days after the expiration of the last re-offer period referred to in subsection (c) above.

(e) If the Offer is accepted in full by the Member(s) and/or the Company, the Company shall designate a single time, date and place of closing, provided that the date of closing shall be within thirty (30) days after the expiration of the last offering period referred to in subsections (b) through (d) above. At such closing, each Person who is purchasing Units shall deliver to the transferring Member the amount of the purchase price therefor in the form as set forth in the Offer, against delivery of a certificate or certificates representing the Units so purchased, duly endorsed in blank or accompanied by an assignment of units duly executed in blank, in proper form for transfer, free and clear of any and all claims, charges, security interests or other encumbrances of any nature whatsoever.

(f) If, at the expiration of all periods specified in subsections (b) through (d) above, the Members and/or the Company have not accepted the Offer in full, the transferring Person shall be entitled to consummate the proposed sale of all, but not less than all, of the Units proposed to be Transferred to the third Person offeror and provided that such sale is (i) at a price not less than, and upon other terms no more favorable to the purchaser than, those contained in the Offer and (ii) consummated within thirty (30) days of the expiration of the last offering period referred to in subsections (b) through (d) above. If, at the end of such thirty (30) day period, the selling Person has not completed the sale of all of the Units proposed to be Transferred, such Person shall no longer be permitted to sell any of his, her or its Units pursuant to this Section without again fully complying with the provisions hereof, and all restrictions on Transfer contained in this Agreement shall again be in effect with respect to such Units.

9.5 Drag-Along Rights.

(a) If, at any time, any one or more Members receives a Takeover Offer which such Member(s) desires to accept, then the Member(s) receiving the Takeover Offer shall notify the Company thereof and no Member shall be permitted to Transfer any Units to the Offeror without first complying with the provisions of this Section. The Company

promptly shall inform the Offeror of the requirements of this Section and request the Offeror to reduce the Takeover Offer to a writing which shall (i) set forth the identity of the Offeror, the price contained in the Takeover Offer and all other material terms and conditions of the Takeover Offer and (ii) contain an “all or none” offer to purchase one hundred percent (100%) of the outstanding Units if any Units are purchased, at the same price and upon the same terms and conditions set forth in the Takeover Offer; provided, however that with respect to the Special Member, the purchase price payable with respect to the Special Member’s interest in the Company shall be calculated based on the amount that would be distributable to the Special Member pursuant to Section 7.4, above, if the Company’s assets were sold for the enterprise value of the Company implied by the purchase price being offered in connection with the Takeover Offer. Promptly after its receipt, if any, of the written Takeover Offer, the Company shall deliver a true and correct copy thereof to each Member.

(b) Each Member may accept or reject the Takeover Offer with respect to all, but not less than all, of the Units owned by such Member, by delivering an Acceptance Notice to the Manager within the Offer Period.

(c) If, at the expiration of the Offer Period, the Takeover Offer shall have been accepted by Members that, collectively, own more than fifty percent (50%) of the outstanding Units, then the Takeover Offer shall be deemed accepted and each Member (regardless of whether such Member delivered an Acceptance Notice) shall (i) have the obligation to sell, and the Offeror shall have the obligation to purchase, all, but not less than all, of the outstanding Units, at the same price and upon the same terms set forth in the Takeover Offer, if any Units are purchased, and (ii) cooperate with the Company and the Offeror and otherwise take, or cause to be taken, all actions and do, or cause to be done, all things necessary or appropriate to enter into, consummate and make effective such sale and purchase. Without limitation, each Member shall enter into and become a party to and bound by any unit purchase agreement, merger agreement or other agreement or document deemed necessary or appropriate by the Manager, in order to effect the Takeover Offer; provided, however, that no Member shall be required to make any representations or warranties, provide any indemnification or participate in any escrow fund or hold-back arrangement pursuant to any such agreement or document on any terms and conditions that are less favorable to such Member than those applicable to those Members that, collectively, own more than fifty percent (50%) of the outstanding Units.

(d) If (i) the Takeover Offer is not accepted in accordance with subsection (c)(i) above or (ii) notwithstanding such acceptance, the Takeover Offer is not consummated for any reason whatsoever, then, in any such event, no Member or Assignee shall be permitted to Transfer to the Offeror any Units without again fully complying with the provisions of this Article IX.

9.6 Tag-Along Rights. If, at any time, Members that, collectively, own more than fifty percent (50%) of the outstanding Units accept a Takeover Offer, then all Members and Assignees of the Company not included in the Takeover Offer (the “Tag-Along Members”) shall have the right (the “Tag-Along Right”) to require the Offeror to purchase from such Tag-Along Members all of their Units upon the same terms of payment and conditions as are contained in the accepted

Takeover Offer (“Transfer Terms”); provided, however that with respect to the Special Member, the purchase price payable with respect to the Special Member’s interest in the Company shall be calculated based on the amount that would be distributable to the Special Member pursuant to Section 7.4, above, if the Company’s assets were sold for the enterprise value of the Company implied by the purchase price being offered in connection with the Takeover Offer; provided further, however, that no Member shall be required to make any representations or warranties, provide any indemnification or participate in any escrow fund or hold-back arrangement pursuant to any such agreement or document on any terms and conditions that are less favorable to such Member than those applicable to those Members that, collectively, own more than fifty percent (50%) of the outstanding Units. Without limitation, each Member shall enter into and become a party to and bound by any unit purchase agreement, merger agreement or other agreement or document deemed necessary or appropriate by the Managers, in order to effect the Takeover Offer. The Members accepting the Takeover Offer shall promptly notify the Tag-Along Members in the event they propose to make a Transfer giving rise to Tag-Along Rights, and shall furnish the Tag-Along Members with the Transfer Terms and a copy of any written offer or agreement pertaining thereto. The Tag-Along Right may be exercised by any Tag-Along Member by delivery of a written notice to the Members accepting the Takeover Offer (the “Tag-Along Notice”) within a period of ten (10) calendar days after the receipt of the Tag-Along Notice. In the event that any Tag-Along Member exercises his, her or its Tag-Along Right and the Offeror does not consummate the proposed transaction on the terms set forth in the Tag-Along Notice, then the Members and/or Assignees that accepted the Takeover Offer shall not be permitted to sell any Units to the Offeror in the proposed transaction without again fully complying with the provisions of this Article IX.

9.7 Involuntary Transfers. In the event of an Involuntary Transfer, the Company shall not be dissolved nor shall its business terminate. The Involuntary Transferor and Involuntary Transferee shall be required to notify, in writing, the Company of the Involuntary Transfer. The Company shall have the option to purchase, and the Involuntary Transferee (or any Person to whom the Involuntary Transferee has Transferred Units) shall be required to sell (if the Company exercises its option), all of the transferred Units on the terms and conditions set forth in subsection (b) within sixty (60) days of receipt of such notice (or at any time after such Involuntary Transfer if no such notice is received). The price to be paid by the Company upon the purchase of Units in connection with an Involuntary Transfer shall be seventy percent (70%) of the Market Value (the “Involuntary Purchase Price”). The Involuntary Purchase Price shall be paid, at the Company’s option, in the form of (a) cash or other immediately available funds or (b) an unsecured promissory note. The note shall bear interest at a rate of a rate equal to the applicable federal rate as determined in Section 7872(f)(2) of the Code. The principal and interest on the note shall be payable in five (5) equal annual installments, due on each of the first five (5) anniversaries of the closing date. The maker shall have the right to prepay the note, in full or in part, at any time, without penalty.

9.8 Death.

(a) In the event of the death of a Member or Assignee (a “Deceased Member”), the Deceased Member’s Units shall Transfer to the Deceased Member’s estate and/or to the Deceased Member’s heirs by operation of law, bequest, devise or other testamentary transfer. Any such Units shall be held by the transferee(s) as an Assignee unless otherwise admitted as a Substitute Member in accordance with Section 9.2(b).

(b) Notwithstanding subsection (a), at any time while David M. Flaherty (“Flaherty”) is a Member, and in the event of the death of Flaherty, if, following the Transfer of Flaherty’s Units, Flaherty’s estate or heirs remain subject to a guaranty in favor of the Company’s commercial lender, the other Members will take any action necessary to admit Flaherty’s estate or heirs as a Substitute Member for the period during which such estate or heirs remain subject to such guaranty. Immediately upon the release of any such guaranty and without any further action by the Manager, Members or Flaherty’s estate or heirs, any of Flaherty’s estate or heirs or any of their permitted transferees will be deemed to hold any of his, her or its Units as an Assignee and not as a Substitute Member. As explanation, the Members intend that (i) any of Flaherty’s estate or heirs be entitled to voting rights and to participate in the management of the Company for so long as such estate and/or heirs are subject to a guaranty in favor of the Company’s commercial lender and (ii) at any time when Flaherty’s estate or heirs cease to be subject to any guaranty in favor of the Company’s commercial lender, the estate or heirs, as applicable, shall be entitled only to the economic benefits associated with the Units held by him, her, or it and shall not be entitled to any voting rights or right to participate in the management of the Company.

ARTICLE X DISSOCIATION OF A MEMBER

10.1 Dissociation. A Person shall cease to be a Member upon the happening of any of the following events:

- (a) a Member becoming a Bankrupt Member;
- (b) the death of a Member who is a natural person;
- (c) the termination of a Member that is a trust; or
- (d) the dissolution of a Member that is an organization or corporation.

10.2 Continuation of Company. The Company shall not be dissolved upon the Dissociation of a Member, provided that the Company has at least one remaining Member.

10.3 Rights of Dissociating Member. In the event any Person dissociates prior to the dissolution and winding up of the Company, such Person shall hold his, her or its Units as an Assignee. Nothing in this Article X shall limit the terms of Article IX.

ARTICLE XI DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

- (a) the consent of a Majority-In-Interest of the Members and the Special Member; or

- (b) at any time that the Company ceases to have any Members.

11.2 Effect of Dissolution. Upon dissolution, the existence of the Company shall continue, but the Manager shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value.

11.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the assets and property of the Company shall be distributed:

- (a) First, to creditors, in satisfaction of the Company's liabilities, but excluding payments to Members that are creditors;
- (b) Second, to the Special Member, until the Special Member Return is paid in full;
- (c) Third, to Common Members until all Member Loans are paid in full;
- (d) Fourth, to the Members and Assignees in accordance with their positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs; and
- (e) Fifth, to Members and Assignees pursuant to and in accordance with Section 7.4 hereof.

Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's taxable year or, if later, within ninety (90) days after the date of liquidation. Such Distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Members. No Member shall be required to pay to the Company or any of its Members or creditors any deficit balance in the Member's Capital Account.

11.4 Winding Up and Articles of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Illinois Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

ARTICLE XII INDEMNIFICATION

12.1 General. The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that he, she or it is or was a Manager, officer or Member of the Company, or who, while a Manager, officer or Member of the Company, is or was serving at the request of the Company as a director, officer, partner, manager, member, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, whether for profit or not, against expenses (including counsel fees), judgments,

settlements, penalties and fines (including excise taxes assessed with respect to employee benefit plans) actually or reasonably incurred in accordance with such action, suit or proceeding, if such Manager, officer or Member acted in good faith and in a manner reasonably believed by such Manager, officer or Member to have been, in the case of conduct taken as a Manager, officer or Member, in the best interest of the Company and in all other cases, not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, either such Person had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not meet the prescribed standard of conduct. The Company may also, with the consent of the Manager or a Majority-In-Interest of the Members, indemnify any Assignee or employee or agent of the Company who is not a Manager, officer or Member in the manner and to the extent that it shall indemnify Managers, officers or Members pursuant to this Section.

12.2 Authorization. To the extent that a Manager, officer or Member has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 12.1, or in the defense of any claim, issue or matter therein, the Company shall indemnify such Person against expenses (including counsel fees) actually and reasonably incurred by such Person in connection therewith. Any other indemnification under Section 12.1 shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the Manager, officer or Member, employee or agent is permissible in the circumstances because such Person has met the applicable standard of conduct. Such determination may be made by (a) the Manager, if not a party to such action, suit or proceeding or (b) a Majority-In-Interest of the Members who are not at the time a party to such action, suit or proceeding.

12.3 Reliance on Information. For purposes of any determination under Section 12.1, a Person shall be deemed to have acted in good faith and to have otherwise met the applicable standard of conduct set forth in Section 12.1 if the action is based on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by (a) the Manager or one or more Members, officers or employees of the Company or another enterprise whom the Person reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, appraisers or other persons as to matters reasonably believed to be within such person's professional or expert competence; or (c) the board of directors or other governing body of another enterprise. The term "another enterprise" as used in this Section shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such Person is or was serving at the request of the Company as a director, officer, partner, manager, member, trustee, employee or agent. The provisions of this Section shall not be deemed to be exclusive or to limit in any way the circumstances in which a Person may be deemed to have met the applicable standard of conduct set forth in Section 12.1.

12.4 Advancement of Expenses. Expenses incurred in connection with any civil or criminal action, suit or proceeding may be paid for or reimbursed by the Company in advance of the final disposition of such action, suit or proceeding, as authorized in the specific case in the same manner described in Section 12.2, upon receipt of a written affirmation of the Manager,

Member, officer, employee or agent's good faith belief that such Person has met the standard of conduct described in Section 12.1 and upon receipt of a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that such Person did not meet the standard of conduct, and a determination is made that the facts then known to those making the determination shall not preclude indemnification under this Article.

12.5 Non-Exclusive Provisions; Vesting. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a Person seeking indemnification may be entitled. The right of any Person to indemnification under this Article shall vest at the time of occurrence or performance of any event, act or omission giving rise to any action, suit or proceeding of the nature referred to in Section 12.1 and, once vested, shall not later be impaired as a result of any amendment, repeal, alteration or other modification of any or all of these provisions.

ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 Entire Agreement. This Agreement and the Articles represent the entire agreement among the Members with respect to the subject matter hereof.

13.2 Amendment or Modification of this Agreement. This Agreement may be amended or modified from time to time only by a written instrument signed by a Majority-In-Interest of the Members; provided, however, that any amendment (a) that would impose additional liability on any Member or (b) that would affect any Member's rights to Profits, Losses or Distributions shall require the approval of such Member.

13.3 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership or a limited partnership. The Members do not intend to be partners to one another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

13.4 Rights of Creditors and Third Parties under this Agreement. This Agreement is entered into by the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

13.5 Tax Treatment. Pursuant to Treasury Regulation § 301.7701-3(b)(1)(i), the Company will be a partnership for federal income tax purposes.

13.6 Notice. All notices required or permitted by this Agreement shall be in writing. Notice to a Member or Assignee shall be given or personally delivered to the Member or Assignee at the address reflected in the Company's records unless such Member or Assignee has notified the Company in writing of a different address. Notice shall be deemed given two (2) calendar days

after being deposited in the United States mail with proper postage or delivered to a nationally recognized delivery service with all charges prepaid.

13.7 Illinois Law Controlling. The laws of the State of Illinois, including the Act, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

13.8 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

13.9 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors and assigns.

13.10 Counterparts. This Agreement may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of a pdf file containing an executed signature page) in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.11 No Partition. Notwithstanding any other provision hereof or of any governing law, no Member shall have the right of partition with respect to any property of the Company during the term hereof; nor shall any Member make application to any court or authority having jurisdiction in the matter, or otherwise commence or prosecute any action or proceeding for partition of Company property or the sale thereof. Upon any breach of the provision of this paragraph, the Company and each other Member, in addition to any other rights or remedies which they have at law or in equity, shall be entitled to a decree or other order restraining and enjoining any such application, action or proceeding.

13.12 CONSENT TO JURISDICTION. NOTWITHSTANDING THE FOREGOING, THE PARTIES HERETO IRREVOCABLY: (i) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING RELATING TO THIS AGREEMENT MAY BE BROUGHT IN THE CIRCUIT COURT OR FEDERAL DISTRICT COURT OF THE STATE OF ILLINOIS, COUNTY OF LAKE; (ii) CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; (iii) WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS; AND (iv) AGREE TO JOIN IN ANY PETITION FOR REMOVAL TO ANY OF SUCH COURTS.

[Signatures on following page]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the undersigned Members as of the date first above written.

COMMON MEMBERS

FLAHERTY CAPITAL INVESTORS IV, LLC,
an Indiana limited liability company

By: _____
Robert B. Flaherty,
Chief Operating Officer

Julie Collier

P. Christopher Kirles

Michael Collins

Derek Hammond

Brandon Bogan

SPECIAL MEMBER

VILLAGE OF MUNDELEIN,
an Illinois home rule municipal corporation

By: _____

SCHEDULE A

<u>Common Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Flaherty Capital Investors IV, LLC, an Indiana limited liability company	\$800	200
Julie Collier	\$100	100
P. Christopher Kirles	\$35	35
Derek Hammond	\$20	20
Michael Collins	\$35	35
Brandon Bogan	\$10	10

<u>Special Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Village of Mundelein, Illinois	[\$2,129,414]	NA

Exhibit A

Land

Exhibit N - Form of Guaranty

GUARANTY

This GUARANTY (as amended, restated or modified from time to time, this “**Guaranty**”), dated as of [_____] (the “**Effective Date**”) is made by FLAHERTY INVESTORS, LLC, an Indiana limited liability company (“**Guarantor**”), in favor of VILLAGE OF MUNDELEIN, an Illinois home rule municipal corporation (together with any assignee thereof or successor thereto, collectively, “**Beneficiary**”). Each of Guarantor and Beneficiary are sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**.”

BACKGROUND

A. FLAHERTY CAPITAL INVESTORS IV, LLC, an Indiana limited liability company (the “**Affiliated Investor**”) is an Affiliate of Guarantor;

B. Affiliated Investor, Beneficiary and certain other parties named therein entered into that certain Operating Agreement dated on or about the Effective Date (as amended, restated or modified from time to time, the “**Operating Agreement**”) of MUNDELEIN FC OWNERS, LLC, an Illinois limited liability company (the “**Company**”);

C. As a condition to Beneficiary’s entering into the Operating Agreement, and as further consideration for the capital contribution made by Beneficiary to the Company, Beneficiary has required, and Guarantor has agreed, that Guarantor provide this Guaranty with respect to the Guaranteed Obligations;

D. Guarantor will benefit directly and indirectly from Beneficiary’s entering into the Operating Agreement and performing Beneficiary’s obligations thereunder, whether by way of Guarantor’s Affiliate relationship with the Affiliated Investor, or otherwise; and

E. Subject to the terms and conditions set forth herein, in accordance with Section 6.1 of the Operating Agreement, Guarantor agrees to guarantee to Beneficiary the Guaranteed Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

DEFINITIONS; RECITAL

1. Recitals. The recitals set forth above are correct and are incorporated by reference.
2. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Operating Agreement.

GUARANTEE

3. Guarantee. Guarantor absolutely, unconditionally and irrevocably guarantees to Beneficiary the full and prompt payment when due of, and the full and complete performance of, any and all of the Guaranteed Obligations. Upon any of the Guaranteed Obligations becoming due and payable or when any of the obligations are required to be performed, as applicable, Beneficiary shall be entitled to prompt payment by Guarantor of, and shall be permitted to demand that Guarantor pay and perform or cause the payment and performance of, any or all of the Guaranteed Obligations. All sums payable by Guarantor hereunder shall be paid by wire transfer of immediately available funds to the account designated by Beneficiary. In the event that any payment to Beneficiary in respect of the Guaranteed Obligations is rescinded or must otherwise be returned, refunded or repaid for any reason whatsoever, Guarantor shall remain liable hereunder with respect to the Guaranteed Obligations as if such payment had not been made. For purposes hereof, the “**Guaranteed Obligations**” means the payment of the Special Member Return pursuant to the Operating Agreement.

4. Nature of Guaranty; Waiver. This Guaranty constitutes a guarantee of payment and performance when due and not of collection, and Guarantor specifically agrees that it shall not be necessary or required that Beneficiary exercise any right, assert any claim or demand or enforce any right or remedy whatsoever against any other Person before or as a condition to the enforcement of the Guaranteed Obligations against Guarantor, and Beneficiary shall not be required to join any other Person in connection with any claim or demand (including any litigation, arbitration, action or other proceeding) made by Beneficiary against Guarantor in respect of any of the Guaranteed Obligations. Guarantor waives presentation to, demand for payment and performance from and protest to any Person in respect of the Guaranteed Obligations, and also waives notice of protest for nonpayment or nonperformance. In addition, Guarantor waives any defense based on, and Guarantor expressly agrees that its obligations hereunder shall not be affected by, (a) lack of authority of the Affiliated Investor to enter into the Operating Agreement or perform its obligations thereunder, (b) any insolvency, bankruptcy, reorganization, assignment for the benefit of creditors, liquidation, dissolution, or similar proceedings with respect to the Affiliated Investor, (c) change of name, purpose, structure, organizational documents or ownership of the Affiliated Investor, (d) any change in the financial condition of Guarantor or the Affiliated Investor, and (e) any rescission, extension, waiver, compromise, amendment or modification of any of the terms of the Operating Agreement, or (f) any other circumstance, event or condition that, but for the provisions hereof, would constitute a legal or equitable discharge of the obligations of Guarantor hereunder (other than fraud or willful breach by Beneficiary or any of its Affiliates).

5. No Subrogation. Notwithstanding any payment or payments made by Guarantor under this Guaranty or any set-off or application of funds of Guarantor by Beneficiary, until the Guaranteed Obligations have been paid and performed in full, neither Guarantor nor any Affiliate thereof (or other third party) shall be subrogated or entitled to be subrogated to any of the rights of Beneficiary or any collateral security or guarantee or right of offset held by Beneficiary for the payment of the Guaranteed Obligations, nor shall Guarantor seek or be entitled to seek any contribution or reimbursement from Beneficiary, the Company or the Affiliate Investor in respect of payments made by Guarantor under this Guaranty.

REPRESENTATIONS AND WARRANTIES

6. Representations and Warranties. Guarantor represents and warrants that, as of the Effective Date:

(a) Guarantor is duly formed, validly existing and in good standing under the laws of Indiana, and has all corporate or other applicable entity powers required to carry on its business as now conducted.

(b) The execution, delivery and performance by Guarantor of this Guaranty and the consummation of the transactions contemplated hereby are within the corporate or other applicable powers of Guarantor and have been duly authorized by all necessary corporate or other applicable action on the part of Guarantor. This Guaranty constitutes a valid and binding agreement of Guarantor and is enforceable against Guarantor in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies, as from time to time may be in effect, and (b) application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance by Guarantor of this Guaranty and the consummation of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority, other than any disclosures required by applicable laws or the rules of any stock exchange on which Guarantor's or its Affiliate's securities are listed or traded, except where the failure to take such actions or make such filings would not, individually or in the aggregate, be material to the Guarantor and its subsidiaries, taken as a whole. No consent or approval of any Person that is not a Governmental Authority is required for the execution, delivery or performance by Guarantor of this Guaranty or the consummation of the transactions contemplated hereby, other than any disclosures required by applicable law or the rules of any stock exchange on which Guarantor's or its respective Affiliates' securities are listed or traded, except where the failure to obtain such consents or approvals would not, individually or in the aggregate, be material to the Guarantor and its subsidiaries, taken as a whole.

(d) The execution, delivery and performance by Guarantor of this Guaranty do not and will not, in any material respect: (i) contravene or conflict with the constitutive documents of Guarantor or any material subsidiary of Guarantor; (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Guarantor or any material subsidiary of Guarantor; or (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration under any agreement or commitment binding on Guarantor or any material subsidiary of Guarantor, except in the case of clauses (ii) and (iii) for such conflicts, violations, defaults, terminations, accelerations or cancellations that would not, individually or in the aggregate, be material to Guarantor and its subsidiaries, taken as a whole.

(e) Guarantor has and will have the available funds and financial ability necessary to timely fulfill Guarantor's obligations under this Guaranty.

ACCELERATION

7. Acceleration Events. Notwithstanding the Company failing to receive adequate Available Cash for purposes of making distributions to Beneficiary under the Operating Agreement in the amounts specified in Section 7.4 thereof, the Guaranteed Obligations shall be deemed accelerated, and Guarantor's payment obligations hereunder shall become irrevocably due and payable upon the occurrence of the following events (collectively, the "Acceleration Events"):

(a) a material breach of any of Guarantor's obligations, representations and warranties hereunder or of any of the Affiliated Investor's or the Company's respective obligation, representations and warranties under the Operating Agreement; provided, however, that if such breach by its nature can be cured, then Guarantor shall have a period ("**Cure Period**") of thirty (30) days after Guarantor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Acceleration Event shall not be deemed to exist during the Cure Period (provided, however, such period shall be limited to ten (10) days if such failure can be cured by the payment of money), provided further that if Guarantor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for sixty (60) additional days, but in no event shall the Cure Period be longer than ninety (90) days in the aggregate;

(b) 180 days after the Stabilization of the Project;

(c) Any of the Guarantor, Company, Joint Venture or Project Owner (collectively, the "Project Parties") filing a voluntary petition under any debtor relief law;

(d) the filing of an involuntary petition against any Project Party under any debtor relief law, or in which Guarantor or any Project Party colludes with, or solicits or causes to be solicited, petitioning creditors for any involuntary petition against any Project Party;

(e) Guarantor or any Project Party consenting to, colluding in, acquiescing in or joining in (i) any involuntary petition filed against it, by any other Person under any debtor relief law, or (ii) an application for the appointment of a custodian, receiver, trustee, or examiner for Guarantor, any Project Party or any portion of the Project;

(f) Guarantor or any Project Party (i) making an assignment for the benefit of creditors, or (ii) admitting, in writing or in any legal proceeding, its insolvency or inability to pay its debts generally as they become due (provided, that, if required by applicable laws or in a court proceeding, there shall be no liability under this clause (iii) for the making of

any truthful statements by Guarantor or any Project Party regarding its financial status or its ability to pay its obligations as the same become due);

(g) Any fraud or intentional misrepresentation or any intentional failure to disclose a material fact by Guarantor or any Project Entity in connection with the Project; or

(h) Guarantor's net worth shall be less than the Minimum Net Worth. "Minimum Net Worth" means, as of any date of determination, an amount equal to 75% of the net worth set forth in Guarantor's most recent financial statements before the date of this Guaranty.

MISCELLANEOUS

8. Incorporation of Provisions. Sections 1.2 (Construction), 13.1 (Entire Agreement) through 13.12 (Consent to Jurisdiction) of the Operating Agreement are incorporated in their entirety and shall apply *mutatis, mutandis*. As the Effective Date, the notice addresses for Beneficiary and Guarantor under the Guaranty shall be as follows:

If to Beneficiary:

Village of Mundelein

[]
[]
[]

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Avenue, Suite 2100
Chicago, Illinois 60611-3607
Attn: David M. Schoenherr
E-Mail: dschoenherr@burkelaw.com

If to the Guarantor:

[]
[]
[]
[]

with a copy to:

[]
[]
[]
[]

9. Assignment. This Guaranty will be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns, but no assignment of this Guaranty, in whole or in part, by any party may be made without the prior written consent of the other party, which consent will be granted at the sole discretion of the other party and any assignment in violation of this Section 9 will be void *ab initio*.

10. Waiver and Amendment. This Guaranty may be amended, modified or supplemented only by a written mutual agreement executed and delivered, in the case of an amendment, by Guarantor or Beneficiary, and in the case of waiver, by the party or parties waiving rights hereunder. Except as otherwise expressly provided in this Guaranty, any failure of Guarantor or Beneficiary to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligations, covenant, agreement or condition shall not operate as a waiver of, or estoppels with respect to, any subsequent or other failure.

11. Information. Guarantor represents and warrants to Beneficiary that (x) the financial statements of Guarantor previously submitted to Beneficiary are true, complete and correct in all material respects, and fairly present the financial condition of Guarantor, and do not contain any untrue statement of a material fact or omit to state a fact material to the financial statements submitted or this Guaranty, and (y) no material adverse change has occurred in the financial condition of the Guarantor from the dates thereof until the date hereof. So long as this Guaranty is continuing, Guarantor covenants and agrees to furnish to Beneficiary or its authorized representatives information regarding the business affairs and financial condition of Guarantor as reasonably requested by Beneficiary, including, but not limited to all of the following information:

(a) annual financial statements, including statements of profit and loss and balance sheets, for each calendar year as soon as available and no later than forty-five (45) days after the end of each such year certified by Guarantor as true, complete and correct and otherwise in a form substantially similar to the form of financial statements previously submitted by Guarantor to Beneficiary, unless otherwise approved in writing by Beneficiary;

(b) true and correct copies of Guarantor's filed income tax returns within ten (10) days of filing, but in any event, not later than one hundred eighty (180) days after the end of each calendar year; and

(c) promptly upon request of Beneficiary, such other additional financial information Beneficiary reasonably requires.

12. Costs and Expenses. Guarantor shall reimburse Beneficiary within five (5) days following written demand for costs, expenses and charges (including without limitation, court costs and reasonable attorneys' fees) incurred by Beneficiary in connection with the performance or enforcement of this Guaranty. The obligations of Guarantor under this Section 12 shall survive the termination of this Guaranty.

13. Governing Law. THIS GUARANTY SHALL BE CONSTRUED AND INTERPRETED WITH, AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE WHICH MIGHT REFER SUCH CONSTRUCTION TO THE LAWS OF ANOTHER STATE.

14. Venue. TO INDUCE BENEFICIARY TO BECOME A PARTY TO THE OPERATING AGREEMENT, GUARANTOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS GUARANTY SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN LAKE COUNTY, ILLINOIS. THE GUARANTOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN LAKE COUNTY, ILLINOIS, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. THE GUARANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS TO THE SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE GUARANTOR AT THE ADDRESS INDICATED IN BENEFICIARY'S RECORDS IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE. FURTHERMORE, GUARANTOR WAIVES ALL NOTICES AND DEMANDS IN CONNECTION WITH THE ENFORCEMENT OF BENEFICIARIES RIGHTS HEREUNDER, AND HEREBY CONSENTS TO, AND WAIVES NOTICE OF THE RELEASE, WITH OR WITHOUT CONSIDERATION, OF THE COMPANY OR ANY OTHER PERSON RESPONSIBLE FOR PAYMENT OF THE GUARANTEED OBLIGATIONS, OR OF ANY COLLATERAL THEREFOR.

15. Entire Agreement. This Guaranty and the Operating Agreement constitute the full and complete understanding between the Parties with respect to the subject matter of this Guaranty and supersede any other agreements or understandings between the Parties or Affiliates thereof with respect to such subject matter. There is no other oral understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Guaranty or binding on the Parties with respect to any of the matters to which this Guaranty relates. Nothing contained herein shall modify the effectiveness of the Operating Agreement which shall remain in full force and effect.

[Remainder of this page is intentionally left blank; signature follows]

Guarantor has caused this Guaranty to be executed by its duly authorized representatives as of the Effective Date.

FLAHERTY INVESTORS, LLC,
an Indiana limited liability company

By: _____
David M. Flaherty,
Chief Operating Officer

**EXHIBIT B – LEGAL DESCRIPTION
PINs**

322-360 Plaza Circle (Lot 2): 11-30-120-001

331-339 North Chicago Avenue (Lot 4): 11-30-123-001

275-301 Plaza Circle (Lot 5): 11-30-123-002; 11-30-123-003

LOTS 2, 4, AND 5 OF THE VILLAGE HALL SUBDIVISION OF PART OF THE NORTHWEST QUARTER
OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
LAKE COUNTY, ILLINOIS.

To: Mayor and Board of Trustees

From: Colleen Malec, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Transferee Assumption Agreement

Financial Impact:

N/A

Attachments:

1. R-25-03-12 - Exhibit A - Transferee Assumption Agreement

Background:

See Amended and Restated Redevelopment Agreement Report

Recommendation:

Motion to adopt a Resolution Approving and Authorizing Execution of a Transferee Assumption Agreement with F & C Development, Inc. and Mundelein FC LLC (Flaherty & Collins Development).

I hereby certify that the attached is an original of

Resolution No. R-25-03-12

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

that it was posted in the Village Hall commencing on

3/25/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-03-12

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A TRANSFEE ASSUMPTION AGREEMENT WITH F & C DEVELOPMENT, INC. AND MUNDELEIN FC LLC

WHEREAS, the Village of Mundelein, Lake County, Illinois (the “Village”) is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, F & C Development, Inc. (the “Transferor”) and the Village previously entered into that certain “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated May 22, 2023, as amended by that certain “Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated March 24, 2025 (as so amended, the “Redevelopment Agreement”); and

WHEREAS, the Transferor desires to assign all of its rights and obligations under the Redevelopment Agreement to Mundelein FC LLC (the “Transferee”) and, for such purposes, has requested that the Village approve a Transferee Assumption Agreement with the Transferor and Transferee in substantially the form attached hereto as **Exhibit A** (the “Transferee Assumption Agreement”); and

WHEREAS, the Village Board of Trustees has determined that it would be in the best interests of the Village to approve and authorize execution of the Transferee Assumption Agreement as set forth in this Resolution;

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 Transferee Assumption Agreement is hereby approved in substantially the form attached hereto as **Exhibit A**, and in a final form to be approved by the Village Administrator.

SECTION II: The Village President is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, the Transferee Assumption Agreement, in its final approved form, on behalf of the Village.

SECTION III: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

TRANSFeree ASSUMPTION AGREEMENT

THIS TRANSFeree ASSUMPTION AGREEMENT (this “Agreement”) is made as of this _____ day of March, 2025, by, between and among F & C Development, Inc., an Indiana corporation (“**Transferor**”), Mundelein FC LLC, an Indiana limited liability company (“**Transferee**”), and the Village of Mundelein, Illinois, an Illinois home rule municipal corporation (the “**Village**”).

In consideration of the recitals and agreements below and in the Redevelopment Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, the Transferor, and the Transferee as follows:

1. **Recitals.**

A. The Village is the owner, and Transferor is the contract purchaser, of that certain real property situated in Mundelein, Lake County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “**Property**”).

B. The Property is subject to that certain “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc. for the Redevelopment of Lots 2, 4, and 5 of the Village Hall Subdivision”, dated May 22, 2023, and recorded in the Office of the Lake County Recorder on June 20, 2023, as Document No. 2023-00025861, as amended by that certain “Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc. for the Redevelopment of Lot 2 in the Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision”, dated March __, 2025, and recorded in the Office of the Lake County Recorder on _____, 2025, as Document No. 2025-_____, as it may be further amended from time to time (the “**Redevelopment Agreement**”), and Transferor is the “Developer” (as that term is defined in the Redevelopment Agreement) with respect to the Property.

C. Transferor desires to assign all of its rights and obligations under the Redevelopment Agreement to Transferee, and Transferee desires to assume all of Transferor’s rights and obligations under the Redevelopment Agreement, including purchasing the Property from the Village.

D. The Village has determined that Transferee is an Approved Assignee (as that term is defined in the Redevelopment Agreement).

E. The parties desire that, upon the Parties’ mutual approval and execution of both this Agreement and the Redevelopment Agreement, (i) Transferee shall become bound to and benefitted by all of the rights and obligations of the Developer under the Redevelopment Agreement; and (ii) Transferor shall be released from all of the rights and obligations of the Developer under the Redevelopment Agreement.

F. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations and Rights.** Effective upon the full execution of this Agreement: (i) Transferee shall, at its sole cost and expense, comply with all of the terms, requirements, and obligations of the Developer under the Redevelopment Agreement, including all exhibits and attachments thereto; and (ii) Transferee accepts and shall have all rights, title and interest in and to the rights and obligations of the Developer under the Redevelopment Agreement.

3. **Subdivision Security.** Contemporaneously with Transferee's execution of this Agreement, Transferee shall deposit with the Village the Subdivision Security (as that term is defined in the Redevelopment Agreement), if any, required by the Redevelopment Agreement with respect to the development of the Property. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require.

4. **Release of Transferor.** Effective upon the full execution of this Agreement, the Village releases Transferor from any liability for failure (after full execution of this Agreement) to comply with the terms, requirements, and obligations of the Redevelopment Agreement.

5. **No Effect on Recording Priority of Agreements.** Entering into and recording this Agreement shall have no effect on the recording priority of the Redevelopment Agreement.

6. **No Change in Defined Terms.** All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the Redevelopment Agreement.

7. **Authority.** Each of the Transferor, the Transferee, and the Village represents and warrants to the other parties that: (a) such party has the right, power and authority to enter into, execute, deliver and perform this Agreement, and the person executing this Agreement on behalf of such party is duly authorized to execute this Agreement on behalf of such party; and (b) the execution, delivery and performance by such party of this Agreement has been duly authorized by all necessary action, and does not and will not violate its organizational or governing documents, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound.

8. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

10. **Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the Redevelopment Agreement, the provisions of the Redevelopment Agreement shall control.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

12. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Transferor, the Transferee, the Village, and their successors and assigns to the extent their rights and/or obligations are assigned consistent with the Redevelopment Agreement.

13. **Severability.** If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

14. **Term.** This Agreement shall be effective as of the date first written above and terminate as of the date of the termination of the Redevelopment Agreement.

The parties hereto have caused this Agreement to be executed as of the day and year first written above.

Village:

Attest:

Village of Mundelein:

Village Clerk

By: _____
Village President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was executed and acknowledged before me on March ____, 2025, by _____, as the Village President of the Village of Mundelein, an Illinois municipal corporation, and by _____, as the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires:

Transferor:

F & C Development, Inc., an Indiana corporation

By: _____
David M. Flaherty, President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

The foregoing instrument was executed and acknowledged before me on March ___, 2025, by David M. Flaherty, as the President of F & C Development, Inc., an Indiana corporation, for and on behalf of said corporation.

Signature of Notary

SEAL

My Commission expires:

Transferee:

Mundelein FC LLC, an Indiana limited liability company

By: Mundelein FC II, LLC, a Delaware limited liability company, Sole Member

By: Mundelein FC Owners LLC, an Illinois limited liability company, Manager

By: _____
David M. Flaherty, Manager

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

The foregoing instrument was executed and acknowledged before me on March ___, 2025, by David M. Flaherty, as the Manager of Mundelein FC Owners LLC, an Illinois limited liability company, as the Manager of Mundelein FC II, LLC, a Delaware limited liability company, as the Sole Member of Mundelein FC LLC, an Indiana limited liability company, for and on behalf of said limited liability company.

Signature of Notary

SEAL

My Commission expires:

EXHIBIT A

Legal Description of the Property

[Part of the Northwest Quarter of Section 30, Township 44 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois:

LOT 2 IN THE VILLAGE HALL SUBDIVISION, AS REFLECTED IN FINAL PLAT OF SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF THE LAKE COUNTY, ILLINOIS RECORDER AS INSTRUMENT NUMBER 7064874.

and

LOTS 1, 2, AND 3 OF THE FINAL PLAT OF SUBDIVISION, RESUBDIVISION OF LOTS 4 AND 5, VILLAGE HALL SUBDIVISION, PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2025, AS INSTRUMENT NO. _____, IN LAKE COUNTY, ILLINOIS.

To: Commission Members

From: Colleen Malec, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Preliminary & Final Plat of Subdivision

Attachments:

1. R-25-03-11 - Exhibit A - Plat of Resubdivision
2. R-25-03-11 - Exhibit B - Pedestrian Bridge Easement Agreement

Background:

See Amended and Restated Redevelopment Agreement Report

Recommendation:

Motion to adopt a Resolution Approving a Preliminary and Final Plat of Subdivision for the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision, Approving a Final Site Plan and Final Engineering, and Approving and Authorizing the Execution of a Pedestrian Bridge Easement Agreement (Flaherty & Collins Development).

I hereby certify that the attached is an original of

Resolution No. R-25-03-11

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

that it was posted in the Village Hall commencing on

3/25/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-03-11

**RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR THE RESUBDIVISION OF LOTS 4 AND 5 OF THE VILLAGE HALL SUBDIVISION, APPROVING A FINAL SITE PLAN AND FINAL ENGINEERING, AND APPROVING AND AUTHORIZING THE EXECUTION OF A PEDESTRIAN BRIDGE EASEMENT AGREEMENT
(FLAHERTY & COLLINS DEVELOPMENT)**

WHEREAS, the Village of Mundelein, Lake County, Illinois (the “Village”) is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, the Village is the owner of approximately 5.5 acres of property, consisting of Lots 2, 4, and 5 in the Village Hall Subdivision (the “Village Property”); and

WHEREAS, the Village desires to resubdivide a portion of the Village Property as depicted on the “Final Plat of Subdivision – Resubdivision of Lots 4 and 5 Village Hall Subdivision” attached hereto as **Exhibit A** (the “Plat of Subdivision”); and

WHEREAS, F & C Development, Inc. and the Village previously entered into that certain “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated May 22, 2023, as amended by that certain “Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated March 24, 2025 (as so amended, the “Redevelopment Agreement”); and

WHEREAS, pursuant to the Redevelopment Agreement, Mundelein FC LLC, as the assignee of F & C Development, Inc. (the “Developer”) proposes to acquire from the Village, and thereafter redevelop, Lot 2 in the Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision (collectively, the “Development Property”) for the purpose of constructing a multifamily apartment building, parking garage, townhouses, and related improvements; and

WHEREAS, in furtherance of its proposed redevelopment of the Development Property pursuant to the Redevelopment Agreement, the Developer has submitted to the Village the following plans and information:

A. Final Site Plan, consisting of the following items:

1. Architectural Plans, Building Elevations, Signage Plan, and Building Materials (Exterior Elevations by KTGy; Sheets A201-A206, Dated 1/24/25; and A201T-A202T, Dated 10/25/24)
2. Floor Plans (Floor Plans by KTGy; Sheets A101-A106, Dated 1/24/25; and Sheets A100T-A104T, Dated 10/25/24)
3. Landscaping Plans (Landscape Plans by KTGy, Sheets L3.0 – L3.5, Dated 1/24/25)
4. Parking Plans (Main Building Architectural Floor Plans by KTGy, Sheets A101-A103, Dated 1/24/25)

5. Lighting Plans (Electric Site Plan Photometrics by KTGy, Sheet ES02, Dated 10/11/24)

B. Final Engineering Plans, consisting of the following items:

1. Civil Utility Plans, Site Utility Plans (Overall Utility Plan by KTGy, Sheet C500, Dated 1/24/25)
2. Site Utility Studies (Detailed Utility Plan by KTGy, Sheets C501 & C502, Dated 1/24/25)
3. Site Drainage Plans (Overall Grading & Drainage Plan by KTGy, Sheet C300, Dated 1/21/25)
4. Site Utility Calculations (Catchment Area Exhibit by KTGy, Sheet C602 and Pages 2-7, Dated 1/21/25)
5. Soil Erosion and Sedimentation Control Plans for areas under development (Erosion Control Plan by KTGy, Sheet C400, Dated 1/24/25)
6. Watershed development permit documents: (Watershed Development Permit Application by Mundelein FC LLC, Page 1, Dated 9/13/24)

(collectively, the “Final Plans”); and

WHEREAS, on March 19, 2025, the Mundelein Planning and Zoning Commission considered, at a public meeting, the Village’s application for approval of the Plat of Subdivision as a combined preliminary and final plat of subdivision for a portion of the Village Property (the “Subdivision Request”) and thereafter recommended to the Village Board that the Subdivision Request be approved; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Plat of Subdivision and the recommendation of the Planning and Zoning Commission, and have determined that it would be in the best interests of the Village to approve the Subdivision Request as set forth in this Resolution; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Developer’s request for approval of the Final Plans pursuant to Section 4.E of the Redevelopment Agreement and have determined that it is in the best interests of the Village to approve the Final Plans as set forth in this Resolution; and

WHEREAS, the Plat of Subdivision depicts a “15’ Pedestrian Bridge Maintenance Easement” over a portion of the Development Property (the “Easement Area”) for the purpose of providing Village access for inspection, maintenance, repair, and/ or replacement of the pedestrian bridge structure located on Lot 4 of the Village Property; and

WHEREAS, the Village and Developer desire to enter into a “Pedestrian Bridge Maintenance Easement Agreement” in substantially the form of **Exhibit B** (the “Easement Agreement”) to provide for the Village’s access to and use of the Easement Area; and

WHEREAS, the President and Board of Trustees of the Village have determined that it would be in the best interests of the Village of Mundelein to approve the Easement Agreement as set forth in this Resolution;

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 Plat of Subdivision, in the form attached hereto as **Exhibit A**, is hereby approved as a preliminary and final plat of subdivision pursuant to Sections 19.08.02 and 19.08.03 of the Mundelein Village Code. The Village President, Village Clerk, and other appropriate Village officials are hereby authorized and directed to execute the Plat of Subdivision, and the Village Clerk, or their designee, is authorized and directed to cause the fully executed Plat of Subdivision to be recorded with the Lake County Recorder of Deeds.

SECTION II: The Final Plans are hereby approved as final plans for development of the Development Property pursuant to Section 4.E of the Redevelopment Agreement.

SECTION III: The Easement Agreement is hereby approved in substantially the form attached hereto as **Exhibit B**, and in a final form to be approved by the Village Administrator. The Village Administrator is hereby authorized and directed to execute the Easement Agreement, in its final approved form, on behalf of the Village.

SECTION IV: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

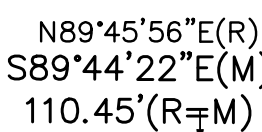
Exhibit M - Plat of Resubdivision

PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



NET AREA: 191,638 SQUARE FEET OR 4.399 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE
COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201
(ILLINOIS EAST)



LOT 2

104

2
55 S.F.
57 AC.

WISCONSIN

CENTRAL

LTD

RAILROAD

LO 5

144,572 S.F.
3.319 AC.

S.F.
AC.

S.F
AC.

1111

1

PER	
PF	

PER
PF

PER E
REVI
PE
PE

PE
PE

- SET 7/8" O.D.I.P.
UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT
UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE
UNLESS OTHERWISE NOTED

 EASEMENT TO BE VACATED BY
SEPARATE INSTRUMENT

RIGHT OF WAY HEREBY VACATED

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND
DRAINAGE EASEMENT
S.M.E. = STORMWATER MANAGEMENT
EASEMENT

_____ SUBDIVISION BOUNDARY LINE
 _____ ADJACENT LAND PARCEL LINE
 _____ LOT LINE
 ----- EASEMENT LINE
 _____ CENTERLINE
 ----- BUILDING SETBACK LINE
 ----- SECTION LINE
 UNDERLYING LOT LINE / ASSESSOR DIVISION LINE

THE VILLAGE OF MUNDELEIN
300 PLAZA CIRCLE
MUNDELEIN IL. 60060

J:\Pdata\2023 Projects\23.0146\23.0146-01 Plat\23.0146-01 Plat of Sub.dwg

NO.	DATE	REVISIONS	DATE	BY
1		PER EMAIL DATED 6/12/24	6/13/24	CJC
2		PER VILLAGE COMMENTS	10/9/24	CJC
3		PER VILLAGE COMMENTS	11/27/24	CJC
4		PER EMAIL DATED 1/6/2025	1/10/25	CJC
5		PER EMAIL DATED 2/14/2025	2/19/25	CJC
6		REVISE COMED CERTIFICATE	3/4/25	CJC
7		PER VILLAGE COMMENTS	3/11/25	CJC
8		PER CJMET COMMENTS	3/14/25	CJC

LEGEND

- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

15' PEDESTRIAN BRIDGE MAINTENANCE EASEMENT GRANTED BY SEPARATE INSTRUMENT

EASEMENT TO BE VACATED BY SEPARATE INSTRUMENT

RIGHT OF WAY HEREBY VACATED

ABBREVIATIONS

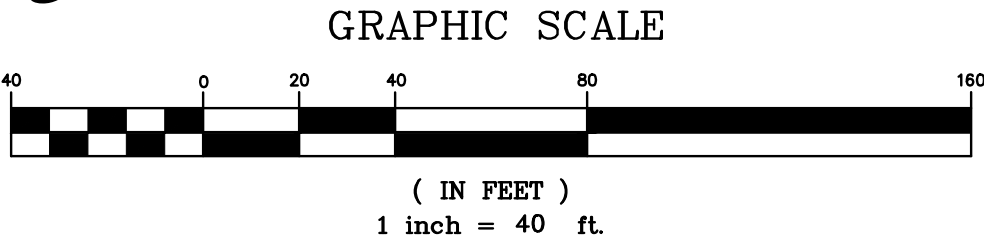
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P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
S.M.E. = STORMWATER MANAGEMENT EASEMENT

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- UNDERLYING LOT LINE / ASSESSOR DIVISION LINE

FINAL PLAT OF SUBDIVISION
RESUBDIVISION OF LOTS 4 AND 5
VILLAGE HALL SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



AREA SUMMARY

LOTS 1-4: 191,638 SQUARE FEET OR 4.399 ACRES
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES

NET AREA: 191,638 SQUARE FEET OR 4.399 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

Parcel Line Table

Line #	Length	Direction
L1	48.56	S89°48'40"W
L2	21.13	S01°11'20"E
L3	127.13	S34°42'08"E
L4	5.56	S58°18'56"W
L5	181.79	S29°21'14"E
L6	38.39	S60°38'38"W
L7	350.72	N29°21'22"W
L8	72.38	S89°48'40"W
L9	11.99	S01°11'20"E
L10	89.58	N85°04'26"W
L11	6.40	S4°00'18"W
L12	71.55	S76°05'31"W
L13	123.75	N0°48'18"W
L14	46.29	N37°27'17"W
L15	65.23	N24°43'43"W
L16	28.80	N59°31'26"W
L17	52.87	N9°23'08"W
L18	47.15	N0°00'00"E
L19	25.74	N22°11'40"W
L20	31.91	N29°18'46"W
L21	86.54	N29°47'24"W
L22	120.17	N27°48'02"W
L23	14.20	S47°44'49"W
L24	27.86	S33°53'55"E
L25	38.68	S51°38'11"E
L26	33.02	S4°31'21"E
L27	99.90	S58°28'34"W
L28	5.00	S30°14'13"E
L29	102.81	N58°28'34"E
L30	32.63	N0°15'38"E
L31	2.46	N63°53'16"W
L32	27.97	N40°19'10"W
L33	90.68	S60°57'54"W
L34	102.58	S29°21'22"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	37.34	116.39	18.38	N8° 55' 51"W	37.18
C2	26.34	130.00	11.61	N5° 32' 37"W	26.29

EAST HAWLEY STREET
(PUBLIC RIGHT OF WAY)

CHICAGO AVENUE
(PUBLIC RIGHT OF WAY)
DEDICATED PER DOC. 7064874

HAMMOND STREET

LOT 6

LOT 1

LOT 3

CHICAGO AVENUE
(PUBLIC RIGHT OF WAY)
DEDICATED PER DOC. 7955898

STATION

250
PER DOC. 7955898

SUBDIVISION

LOT 2

WISCONSIN

CENTRAL

LTD

RAILROAD

S89°44'22"E(M)
110.45'(R=M)

N29°21'22"W(M)
232.55'(M)

CH=64.55(M)
R=16.39(M)
CB=N4°32'30"E(M)

N00°15'38"E(M)
105.55'(M)

R=16.39(M)
CH=43.11(M)
CB=N37°40'50"W(M)

N00°15'38"E(M)
103.93'(M)

CH=143.11(M)
R=16.39(M)
CB=N38°12'10"E(M)

N00°15'34"E(M)
173.87'(R=M)

N00°15'34"E(M)
173.87'(R=M)

S89°48'40"W(M)
474.13'(R=M)

CH=143.11(M)
R=16.39(M)
CB=N38°12'10"E(M)

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173.87'(R=M)

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FINAL PLAT OF SUBDIVISION
RESUBDIVISION OF LOTS 4 AND 5
VILLAGE HALL SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT THE VILLAGE OF MUNDELEIN IS THE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND BY THE DULY ELECTED OFFICERS HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN BY THE ANNEXED PLAT, FOR THE USES AND PURPOSES THEREON SET FORTH, AS ALLOWED AND PROVIDED BY STATUTE, THE SUBDIVISION TO BE KNOWN AS "RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION" AND IS HEREBY ACKNOWLEDGED AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75, MUNDELEIN CONSOLIDATED HIGH SCHOOL DISTRICT 120 AND COLLEGE OF LAKE COUNTY.

DATED AT _____, THIS _____ DAY
OF _____ A.D., 20 _____.

BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC IN THE
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, _____ (TITLE)
AND _____, _____ (TITLE)

OF THE VILLAGE OF MUNDELEIN, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY
OF _____ A.D., 20 _____.

BY: _____
NOTARY PUBLIC

COPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS AT A MEETING HELD THIS _____ DAY OF _____ A.D., 20 _____

BY: _____
"VILLAGE" PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE PLAN AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, CHAIRMAN OF THE VILLAGE
OF MUNDELEIN PLAN COMMISSION, DO CERTIFY THAT ON THIS _____ DAY
OF _____ 20_____, THIS FINAL PLAT OF
SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE
VILLAGE OF MUNDELEIN.

CHARIMAN

SECRETARY

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY DESCRIBED IN THE PLAT HEREON DRAWN, VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS.

VILLAGE TREASURER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____ 20_____,

BY: _____
"VILLAGE" ENGINEER

SURVEYOR'S AUTHORIZATION TO RECORD
CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I HEREBY DESIGNATE _____ AND/OR
REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF
WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN
MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____, 20_____, AT
AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184--002778
LICENSE EXPIRES 4/30/2027

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509

EXPIRES 11/30/2026

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KANE)SS

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509,
HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOTS 4 AND 5 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 2013 AS DOCUMENT 7064874; TOGETHER WITH PART OF PLAZA CIRCLE DEDICATED PER DOCUMENT 7064874 DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOTH 00 DEGREES 15 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 59.21 FEET TO ANGLE POINT IN SAID WEST LINE FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 44 MINUTES 22 SECONDS EAST ALONG SAID WEST LINE, 93.00 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 00 DEGREES 15 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE, 328.79 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 89 DEGREES 43 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE 93.00 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE NORTHEASTERLY ALONG A LINE BEING A CURVE, CONCAVE NORWESTERLY, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 116.38 FEET, A CHORD BEARING OF NORTH 38 DEGREES 12 MINUTES 10 SECONDS EAST, A CHORD LENGTH OF 143.11 FEET, AN ARC LENGTH OF 154.13 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 38 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 103.93 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A LINE BEING A CURVE, CONCAVE SOUTHWESTERLY, TANGENT TO THE LAST DECRIBED COURSE, HAVING A RADIUS OF 116.39 FEET, A CHORD BEARING OF NORTH 37 DEGREES 40 MINUTES 50 SECONDS WEST, A CHORD LENGTH OF 143.12 FEET, AN ANRC LENTH OF 154.15 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION IS WITHIN THE VILLAGE OF MUNDELEIN WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170134 0366 J, MAP NUMBER 17031C0366J HAVING A REVISED DATE OF AUGUST 19, 2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS _____ DAY OF _____, 20_____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184--002778
LICENSE EXPIRES 4/30/2027

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2026

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS. THIS _____ DAY OF _____, A.D. 20_____,

LAKE COUNTY CLERK

STORMWATER MANAGEMENT EASEMENT (SME)

STORMWATER MANAGEMENT EASEMENT (SME)

A STORMWATER MANAGEMENT EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF MUNDELEIN, ILLINOIS WITHIN THE AREAS DESIGNATED ON THE PLAT AS STORMWATER MANAGEMENT EASEMENT FOR THE COLLECTION CONVEYANCE AND STORAGE OF STORMWATER IN AREAS TO BE MAINTAINED BY THE OWNER OF THE LOT(S) OR OUTLOT(S) ON WHICH THE FACILITIES EXIST IN ACCORDANCE WITH VILLAGE ORDINANCES AND THE APPROVED FINAL ENGINEERING IMPROVEMENT PLANS. ENCROACHMENT OF ANY KIND INCLUDING LANDSCAPING, FENCES, SHEDS, OR ACCESSORY STRUCTURES IS PROHIBITED UNLESS THE VILLAGE ENGINEER DETERMINES SUCH AN ENCROACHMENT WILL NOT INTERFERE WITH THE PROPER FUNCTION OF SAID FACILITIES. THE VILLAGE SHALL HAVE THE RIGHT TO ENTER SAID EASEMENT WITH PERSONNEL AND EQUIPMENT AT ANY TIME FOR THE PURPOSE OF ACCESS OR INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID EASEMENT. IF THE OWNER FAILS TO MAINTAIN SAID FACILITIES IN A REASONABLE AMOUNT OF TIME AFTER NOTICE FROM THE VILLAGE, THE NECESSARY REPAIRS MAY BE UNDERTAKEN BY THE VILLAGE, WITHOUT ANY OBLIGATION TO DO SO, THE VILLAGE MAY SEEK REIMBURSEMENT FROM THE OWNER FOR THE COSTS INCURRED BY THE VILLAGE TO MAKE THE NECESSARY REPAIRS AND/OR FILE A LIEN ON THE PROPERTY.

J:\Pedata\2023 Projects\23.0146\23.0146--01 Plat\23.0146--01 Plat of Sub.dwg

PROJ NO.: 23.0146-01	3 OF 3	COMPASS SURVEYING LTD ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT	CLIENT/ENGINEER	DATE: 2--22--24	PC N/A	DRAWN BY CJC	CHECKED BY SK	BOOK N/A	PG N/A
			RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION	Kimley»Horn	REVISIONS	DATE	BY			
				© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM	1	PER EMAIL DATED 6/12/24	6/13/24	CJC		
				PROPERTY OWNER/DEVELOPER:	2	PER VILLAGE COMMENTS	10/9/24	CJC		
				Flaherty & Collins Properties	3	PER VILLAGE COMMENTS	11/27/24	CJC		
					4	PER EMAIL DATED 1/8/2025	1/10/25	CJC		
					5	PER EMAIL DATED 2/14/2025	2/19/25	CJC		
					6	REVISE COMED CERTIFICATE	3/4/25	CJC		
					7	PER VILLAGE COMMENTS	3/7/25	CJC		
					8	PER VILLAGE COMMENTS	3/14/25	CJC		

This document prepared by and after

Recording return to:

Wallack Somers & Haas, P.C.
One Indiana Square, Suite 2300
Indianapolis, Indiana 46204
Attn: Ryan R. Wilmering

PEDESTRIAN BRIDGE MAINTENANCE EASEMENT AGREEMENT

This Pedestrian Bridge Maintenance Easement Agreement (this “**Agreement**”), executed by and between Mundelein FC LLC, an Indiana limited liability company (“**Grantor**”), and the Village of Mundelein, an Illinois municipality (“**Grantee**”), this ____ day of _____, 2025 (the “**Effective Date**”), Witnesses:

Recitals

WHEREAS, Grantor is the owner of that certain real estate depicted and described on Exhibit A (the “**Grantor Parcel**”);

WHEREAS, Grantee is the owner of that certain adjacent real estate depicted and described on Exhibit B (the “**Grantee Parcel**”);

WHEREAS, the Grantee Parcel is improved with a public pedestrian bridge (the “**Bridge**”), which provides a pedestrian crossing route over the adjacent railroad tracks;

WHEREAS, Grantee desires to use a portion of the Grantor Property adjacent to the Grantee Property, which is depicted as the “15’ Pedestrian Bridge Maintenance Easement” on Exhibit C (the “**Easement Area**”), for purposes of performing work and staging of equipment and materials in connection with the inspection, maintenance, repair, and/or replacement, as necessary, of the Bridge consistent with the terms of this Agreement, and Grantor agrees to allow such use as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Grantor and Grantee hereby agree as follows:

- 1. Access Easement.** Grantor hereby grants to Grantee and its agents, employees, contractors, and licensees a perpetual, non-exclusive easement of access, ingress, and egress over, on, and across the Easement Area (the “**Easement**”) for the purposes of accessing the Bridge and the Grantee Property and performing work, staging and storage of equipment and materials, and related activities in connection with the inspection, maintenance, repair, and/or replacement, as necessary, of the Bridge (collectively, the “**Work**”), subject to the terms of this Agreement. Grantor shall not erect improvements or obstructions within the Easement Area without prior written consent of Grantee; provided that Grantor may install landscaping, paving, incidental above-ground utility facilities, and other similar items that do not unreasonably interfere with Grantee’s use of and access to the Easement. Grantor shall have the right to eject from the Easement Area any person not authorized to use the same.
- 2. Term.** This Agreement, and the Easement granted herein, shall be perpetual unless terminated in writing by each of Grantor and Grantee.
- 3. Compliance with Laws.** Each party shall comply with applicable laws, statutes, ordinances, regulations, and orders or any court or governmental authority, including, without limitation, all necessary municipal permits and approvals, in the exercise of its rights, or performance of its obligations, under this Agreement.
- 4. Binding Effect.** The obligations of Grantor imposed, and the rights of Grantor granted, pursuant to this Agreement shall run with the Grantor Parcel. Accordingly, this Agreement shall bind, and inure to the benefit of, Grantor, and its successors and assigns, as the owner of the Grantor Parcel. The obligations of Grantee imposed, and the rights of Grantee granted, pursuant to this Agreement shall run with the Grantee Parcel. Accordingly, this Agreement shall bind, and inure to the benefit of, Grantee, and its successors and assigns, as the owner of the Grantee Parcel.
- 5. Insurance.** At all times during the term of this Agreement, Grantee shall obtain and maintain a policy of comprehensive general liability insurance with minimum coverages consistent with the certificate of insurance attached on Exhibit D, which shall be subject to increase from time to time, but not more than once every five years, as Grantor and Grantee may reasonably agree, in writing, is customary for similar municipal easements in the Chicago metropolitan area. Such policies of insurance shall name Grantor and any mortgage lender, tenant, and/or property manager identified by Grantor to Grantee in writing from time to time as an additional insured. Upon demand, Grantee shall deliver to Grantor certificate(s) evidencing the policies of insurance required under this Section. All costs of such insurance shall be paid by Grantee.
- 6. Indemnification.** Grantee agrees to and shall indemnify, defend, and hold harmless Grantor and its members, officers, shareholders, directors, agents, employees, contractors, mortgagees, and tenants (collectively, the “**Indemnitees**”) from and against any and all Claims (as hereinafter defined) that the Indemnitees may suffer arising out of the death of, or any

accident, injury, loss, or damage to, any person, or loss or damage to the Grantor Parcel or the Easement Area, or any personal property or improvements thereon or therein, caused by the activities of Grantee or its agents, employees, contractors, or licensees (collectively, "**Grantee Parties**") pursuant to, or in connection with any Grantee Party's: (a) exercise of Grantee's rights or obligations under this Agreement; (b) use of the Grantor Parcel; and/or (c) breach of this Agreement; in each case, except to the extent the Claims arise from the gross negligence or intentional misconduct of an Indemnitee. The term "**Claims**" shall mean any and all actions, suits, causes of actions, demands, and/or claims for bodily injury and/or property damage, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs.

7. No Contribution. Except as otherwise expressly set forth in this Agreement, no party shall have the right to seek contribution from the other party for any costs incurred in connection with this Agreement.

8. Remedies. The parties shall have all rights at law or in equity to enforce the terms and conditions of this Agreement, including, without limitation specific performance and injunction. In the event that enforcement of this Agreement is sought through litigation, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and court costs incurred in prosecuting the action and appeal thereof. All delinquent amounts payable by one party to another shall bear interest at the prime rate published by *The Wall Street Journal* from time to time plus 4% per annum until paid in full.

9. Notices. All notices required or permitted to be given hereunder shall be sent via certified or registered U.S. mail or overnight delivery by nationally-recognized courier addressed to Grantor or Grantee, as applicable, and shall be deemed received three business days after delivery by certified or registered U.S. Mail or one business day after delivery by overnight delivery. The notice address for Grantee shall be as set forth below unless and until changed by Grantee upon notice to Grantor delivered pursuant to this Section. The notice address for Grantor shall be the address of record with respect to the Grantor's Parcel; provided that, for so long as Grantor owns the Grantor Parcel, notices shall be addressed to Grantor as set forth below.

Grantor:
Mundelein FC LLC
211 N. Pennsylvania Street, Suite 3000
Indianapolis, Indiana 46204
Attn: David M. Flaherty

Grantee:
The Village of Mundelein, Illinois
300 Plaza Circle
Mundelein, Illinois 60060
Attn: Village Administrator

10. Authority. Each of the persons executing this Agreement on behalf of Grantor and Grantee represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Grantor and Grantee, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement;

and (c) the execution, delivery, and performance of this Agreement have been authorized by, and this Agreement is the legal, valid, and binding obligation of, Grantor and Grantee, respectively.

11. Miscellaneous. All exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference. The terms and conditions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. The section headings shall not be considered in any way to affect the interpretation of this Agreement. No agreement to modify or amend this Agreement shall be binding and enforceable, unless all terms and conditions of the modification or amendment are set forth in writing and signed by the party against whom enforcement is sought. This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto.

[Signature pages to follow.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

GRANTOR:

MUNDELEIN FC LLC, an Indiana limited liability company

By: Mundelein FC II, LLC, Manager

By: Mundelein FC Owners, LLC,
Manager

By: _____
David M. Flaherty, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared David M. Flaherty, the Manager of Mundelein FC Owners, LLC, the Manager of Mundelein FC II, LLC, the Manager of Mundelein FC LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Pedestrian Bridge Maintenance Easement Agreement on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, _____.

My commission expires _____.

GRANTEE:

VILLAGE OF MUNDELEIN, an Illinois municipality

By: _____

Printed: _____

Title: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for the State of _____, personally appeared _____, the _____ of the Village of Mundelein, Illinois, who acknowledged the execution of the foregoing Pedestrian Bridge Maintenance Easement Agreement on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, _____.

My commission expires _____.

EXHIBIT A

Grantor Parcel

BEING LOTS 1, 2, AND 3 OF THE FINAL PLAT OF SUBDIVISION, RESUBDIVISION OF LOTS 4 AND 5, VILLAGE HALL SUBDIVISION, PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2025, AS INSTRUMENT NO. _____, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Grantee Parcel

Lot 4 in the Final Plat of Subdivision, Resubdivision of Lots 4 and 5, Village Hall Subdivision, part of the Northwest Quarter of Section 30, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded _____, 2025, as Instrument No. _____, in Lake County, Illinois.

EXHIBIT C
Easement Area

EXHIBIT D

Certificate of Insurance

To: Mayor and Board of Trustees

From: Colleen Malec, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Parking License Agreement

Financial Impact:

N/A

Attachments:

1. R-25-03-10 - Exhibit A - License Agreement

Background:

See Amended and Restated Redevelopment Agreement Report

Recommendation:

Motion to adopt a Resolution Approving and Authorizing Execution of a Parking License Agreement (Flaherty & Collins Development).

I hereby certify that the attached is an original of
Resolution No. R-25-03-10
that said Resolution was adopted on **March 24, 2025**,
that it was posted in the Village Hall commencing on
3/25/2025 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-03-10

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PARKING LICENSE AGREEMENT
(FLAHERTY & COLLINS DEVELOPMENT)**

WHEREAS, the Village of Mundelein, Lake County, Illinois (the “Village”) is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, F & C Development, Inc. and the Village previously entered into that certain “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated May 22, 2023, as amended by that certain “Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated March 24, 2025 (as so amended, the “Redevelopment Agreement”); and

WHEREAS, pursuant to the Redevelopment Agreement, Mundelein FC, LLC, as assignee of F & C Development, Inc. (the “Developer”) intends to acquire certain “Property” (as defined in the Redevelopment Agreement) from the Village and redevelop such Property with a multifamily apartment building, parking garage, townhouses, and related improvements; and

WHEREAS, Section 3.A.4 of the Redevelopment Agreement provides that, in connection with the Village’s conveyance of the Property to the Developer, the Developer will grant the Village a temporary license to permit the Village to continue using existing parking facilities located on a portion of the Property until May 16, 2025; and

WHEREAS, the Village and the Developer desire to enter into a Parking License Agreement, in substantially the form attached hereto as **Exhibit A** (the “License Agreement”); and

WHEREAS, the President and Board of Trustees of the Village have determined that it would be in the best interests of the Village of Mundelein to approve the License Agreement as set forth in this Resolution;

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 License Agreement is hereby approved in substantially the form attached hereto as **Exhibit A**, and in a final form to be approved by the Village Administrator.

SECTION II: The Village Administrator is hereby authorized and directed to execute the License Agreement, in its final approved form, on behalf of the Village.

SECTION III: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

RESULT:	[Yes 0, No 0, Abstained 0]
MOVER:	None

SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License Agreement”) is made this ____ day of _____, 2025 (the “Effective Date”) between Mundelein FC LLC, an Indiana limited liability company (“Owner”) and Village of Mundelein, an Illinois municipal corporation (“Licensee”).

RECITALS

A. Owner is the owner of the property described on Exhibit A attached hereto and made a part hereof (the “Property”);

B. Licensee desires to obtain a license to occupy and use the area of the Property depicted on Exhibit A hereto (the “Licensed Space”), for the Permitted Use (defined below), pursuant to the terms and conditions of this License Agreement; and

C. Owner desires to grant Licensee a license to occupy and use the Licensed Space for the Permitted Use pursuant to the terms and conditions of this License Agreement.

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

1. Grant of License. Owner hereby grants to Licensee a license (the “License”) to occupy and use the Licensed Space during the License Term (as defined below) for the purpose of parking of motor vehicles (“Permitted Use”) and no other use unless agreed to in writing by Owner.

2. Compliance with Laws. All activities conducted by Licensee under this grant shall be exercised and conducted in all respects in strict conformity and compliance with all applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Property.

3. License Term.

(a) The License shall commence on the Effective Date (the “Commencement Date”) and continue until May 16, 2025 (the “License Term”).

(b) Upon the expiration or termination of the License Term, Licensee shall immediately cease all activities in the Licensed Space, remove all of Licensee’s personal property at Licensee’s sole cost and expense, surrender the Licensed Space in the same condition as it was on the Commencement Date, reasonable wear and tear excepted.

4. License Fee. Owner and acknowledge that consideration for the License No Licensee agrees to pay to Owner, or to such other persons as Owner may direct, without demand, at the Property or such place as Owner may by notice in writing to Licensee from time to time direct, a license fee in the amount of \$10.00 (the “License Fee”).

5. Maintenance and Repairs.

(a) During the License Term, Licensee shall not misuse or abuse the Licensed Space or any other portion of the Property, and shall, at its sole cost and expense, keep the Licensed Space in a reasonably clean, safe, secure and orderly condition. Licensee shall be responsible for, at its sole cost and expense, removal of snow and ice, to the extent desired by Licensee.

(b) Owner shall be under no obligation to inspect the Licensed Space and Owner is under no obligation to perform any repairs, maintenance or replacements to the Licensed Space.

6. Indemnification and Release. At its sole risk, Licensee, for itself and any party claiming by, through or under it, hereby releases Owner, its managers, members, shareholders, officers, directors, agents, employees, partners, trustees, beneficiaries and contractors (collectively, the “Owner Parties”) to the extent permitted by law, from and against any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys’ fees and litigation costs that may arise from entry upon or the use of, the Licensed Space, by Licensee or any party claiming by, through or under Licensee. Except to the extent of any of the Owner Parties’ negligence or willful misconduct, Licensee shall indemnify, defend and hold the Owner Parties harmless from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense whatsoever (including, without limitation, reasonable attorneys’ fees and litigation costs) in any manner arising out of, connected with or incidental to Licensee’s entry upon, use or occupancy of the Licensed Space, any activity, act or omission by Licensee or anyone claiming by, through or under Licensee, or any breach of this License Agreement by Licensee, including claims for mechanics liens.

7. Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” of Licensee under this License Agreement:

(a) if Licensee fails to pay the License Fee or any other amounts payable to Owner hereunder as and when such amount becomes due and such failure continues for five (5) days after written notice;

(b) if Licensee permits to be done anything which creates a lien upon the Licensed Space and fails to discharge, bond over such lien or post security acceptable to Owner within fifteen (15) days after receipt by Licensee of written notice thereof;

(c) if any petition is filed by or against Licensee under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within sixty (60) days of commencement), or if any order for relief shall be entered against Licensee in any such proceedings;

(d) if Licensee becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

(e) if a receiver, custodian, or trustee is appointed for the Licensed Space or for all or substantially all of the assets of Licensee or any guarantor of this License Agreement, which appointment is not vacated within sixty (60) days following the date of such appointment; or

(f) if Licensee fails to perform, observe or comply with any other term, condition, or provision of this License Agreement or any representation or warranty of Licensee made herein does not remain true and correct and such failure shall continue for more than ten (10) days after Owner gives Licensee notice of such failure.

8. Remedies. Upon the occurrence of any Event of Default, Owner may, at Owner's option, without any demand or notice whatsoever (except as expressly required in this Section):

(a) Terminate this License Agreement by giving Licensee notice of termination, in which event this License Agreement shall expire and terminate on the date specified in such notice of termination and all rights of Licensee under this License Agreement and in and to the Licensed Space shall terminate. Licensee shall remain liable for all obligations under this License Agreement arising up to the date of such termination, and Licensee shall surrender the Licensed Space to Owner on the date specified in such notice; or

(b) Without liability to Licensee or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Licensee any property, material, labor, utilities or other service, wherever Owner is obligated to furnish or render the same so long as there is an uncured Event of Default under this License Agreement; or

(c) Without terminating this License Agreement, and with or without notice to Licensee, enter into and upon the Licensed Space and, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, maintain the Licensed Space and repair or replace any damage thereto or do anything or make any payment for which Licensee is responsible hereunder. Licensee shall reimburse Owner immediately upon demand for any expenses which Owner incurs in thus effecting Licensee's compliance under this License Agreement and Owner shall not be liable to Licensee for any damages with respect thereto; or

(d) Additionally, with or without notice, and to the extent permitted by law, Owner may alter lock or other security devices at the Licensed Space to deprive Licensee of access thereto, and Owner shall not be required to provide a new key or right of access to Licensee; or

(e) Pursue such other remedies as are available at law or equity.

9. Mutual Waiver of Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this License Agreement in connection with the Licensed Space, and (b) such party is then required under the terms of this License Agreement to maintain insurance with respect to such loss, cost, damage or expense, then the party required to be so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense to the extent of any amount that is, or, if such required insurance was not in effect, that would have

been recoverable, by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Each party shall obtain any special endorsements, if required by its insurer, to evidence such insurer's waiver of its right of subrogation against the other party.

10. Notices. Any notices, requests, demands and other communications required or desired to be given hereunder shall be deemed given when made in writing and either (a) personally delivered, (b) deposited with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (c) delivered by a nationally recognized overnight delivery service providing proof of delivery, (d) sent by facsimile delivery (with written confirmation of receipt), or (e) electronic mail; properly addressed to the postal address, fax number, or email address, as applicable, as set forth below (as the same may be changed by giving written notice of the change not less than ten (10) days prior to effective date of the change); provided, however, that the time period allowed for a response to any notice so given shall not commence until the date of actual receipt of the notice. Refusal to accept delivery or inability to deliver as a result of a change of address as to which no notice was properly given shall be deemed receipt.

If to Owner: Mundelein FC LLC
One Indiana Square, Suite 3000
Indianapolis, IN 46204
Attention: Julie Collier

If to Licensee: Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060
Attention: Village Administrator

11. No Liability. The Owner Parties shall have no liability whatsoever for any damage to property or any other items located in the Licensed Space, nor for any personal injuries or death arising out of any matter relating to the Licensed Space and Licensee hereby waives any claim against the Owner Parties for and in respect thereto. Licensee specifically agrees to look solely to Owner's interest in the Property for the recovery of any judgments from the Owner Parties. This section shall survive the expiration or earlier termination of this License Agreement.

12. Condition of Licensed Space. By the earlier of either (a) taking possession of the Licensed Space, or (b) the date of this License Agreement, Licensee shall be deemed to have (i) inspected the Licensed Space; (ii) accepted the Licensed Space "AS IS" with no representation or warranty by Owner as to the condition of the Licensed Space or the improvements therein, or its suitability for Licensee's proposed operation, including, but not limited to, any express or implied warranties of merchantability or fitness; and (iii) agreed that Owner has no obligation to alter, remodel, repair, improve or clean any part of the Licensed Space or any other portion of the Property under this License Agreement.

13. Surrender of Possession. If Licensee fails to vacate the Licensed Space upon the expiration or termination of this License Agreement (the "Termination Date"), by lapse of time

or otherwise, such failure to vacate shall constitute a Default and Owner shall have the benefit of all provisions of law respecting the recovery of the Licensed Space to the same extent as if statutory notice had been given and Licensee shall be liable to Owner for all costs, expenses (including reasonable attorneys' fees and court costs), losses, claims, liabilities and damages, direct and consequential, incurred by Owner as a result of such holdover. From and after the Termination Date, the parties shall have no further rights or obligations under this License Agreement, except for those rights and obligations that expressly survive the expiration or termination of this License Agreement.

14. Casualty and Eminent Domain. In the event the Licensed Space or any other part of the Property shall be damaged by fire or other casualty rendering it unusable by Licensee, the License Fee shall be abated (pro-rata based on the portion of the Licensed Space which is unusable) from the date the Licensed Space, or any portion thereof, becomes unusable until it again becomes usable as determined in Owner's reasonable discretion. Further, if all or any part of the Licensed Space is taken by eminent domain proceedings, Owner shall be entitled to the entire award in the proceedings and may terminate this License Agreement in the event of a total taking or reduce the Licensed Space in proportion to the extent of any partial taking upon written notice to Licensee.

15. Characterization. The License granted hereunder, and Licensee's rights in and to the Licensed Space, shall be deemed to be a license and in no event shall be deemed to be a lease or to create a leasehold or other interest in and to the Licensed Space.

16. Miscellaneous.

(a) The captions of this License Agreement are for convenient reference only and shall not control, affect, define, limit or expand the meaning or construction of any paragraph or subparagraph of this License Agreement.

(b) This License Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) Time is of the essence with respect to this License Agreement. Any party's failure to exercise or delay in exercising any right, power, or privilege under this License Agreement shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

(d) Each person signing hereunder represents and warrants that he or she has the capacity and the authority to execute this License Agreement on behalf of the respective person or legal entity which is being represented.

(e) Licensee shall pay Owner all costs, expenses and reasonable attorneys' fees incurred with respect to the enforcement of this License Agreement and Owner's review of any consent or waiver requested by Licensee.

(f) All rights and remedies provided in this License Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties,

whether provided by law, equity, statute, or in any other agreement between the parties or otherwise.

(g) This License Agreement embodies the entire agreement of the parties concerning the matters described herein. There are no promises, terms, conditions, or obligations concerning the matters described herein other than those contained herein, and this License Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. If any covenant, agreement, or condition of this License Agreement or the application thereof to any person or legal entity shall to any extent be held invalid or unenforceable, the remainder of this License Agreement other than such invalid or unenforceable provision shall not be affected thereby. This License Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. All Recitals above shall be incorporated herein by reference and be made a part hereof.

(h) This License Agreement cannot be changed orally or by course of conduct. For any change to be valid, such change must be memorialized in a writing signed by Owner and Licensee.

(i) To facilitate execution, this License Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. A fully executed facsimile or e-mail copy of this License Agreement shall be effective as an original.

(j) Under no circumstances shall Licensee have the right to record this License Agreement or any memorandum thereof.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first written above.

LICENSEE:

Village of Mundelein,
an Illinois municipal corporation

By: _____
Name: Steve Lentz
Its: Village President

Attest: _____
Name: Karen E. Walsh
Its: Village Clerk

OWNER:

Mundelein FC LLC,
an Indiana limited liability company

By: Mundelein FC II, LLC, Manager

By: Mundelein FC Owners, LLC, Manager

By: _____
David M. Flaherty, Manager

Exhibit A

Description of Property and Depiction of Licensed Space

Legal Description of Property:

LOT 2 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 2013 AS DOCUMENT NO. 7064874 IN LAKE COUNTY, ILLINOIS.

Depiction of Licensed Space:



To: Mayor and Board of Trustees

From: Colleen Malec, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - TIF Note Ordinance

Financial Impact:

A total not to exceed \$15,975,000.00 (\$5,188,000.00 from TIF Note A and \$10,787,000.00 from TIF Note B, respectively) - from an account to be assigned by the Finance Director

Attachments:

1. O-25-03-14 - Exhibit A - TIF Note A
2. O-25-03-14 - Exhibit B - TIF Note B

Background:

See Amended and Restated Redevelopment Agreement Report

Recommendation:

Motion to pass an Ordinance Providing for Issuance of Tax Increment Allocation Revenue Notes (Mundelein FC LLC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision).

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on March 24, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-03-14
which is entitled

Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - TIF Note Ordinance

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 3/25/2025, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 3/25/2025.

Village Clerk

ORDINANCE NO. O-25-03-14

ORDINANCE PROVIDING FOR ISSUANCE OF TAX INCREMENT ALLOCATION REVENUE NOTES (MUNDELEIN FC LCC: LOT 2 IN VILLAGE HALL SUBDIVISION AND LOTS 1-3 IN THE RESUBDIVISION OF LOTS 4 AND 5 OF THE VILLAGE HALL SUBDIVISION)

WHEREAS, on July 11, 2016, the Village of Mundelein (the “Village”) adopted Ordinance Nos. 16-07-38, 16-07-39, and 16-07-40 (collectively, the “Redevelopment Approvals”), approving, among other matters, the “Village of Mundelein TIF Redevelopment Plan Proposed Downtown TIF District II” for certain property located within the Village and identified in such ordinances as “TIF II” (the “Redevelopment Project Area”); and

WHEREAS, on May 22, 2023, the Village adopted Ordinance No. 23-05-35 approving a “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc., for the Redevelopment of Lots 2, 4, and 5 of the Village Hall Subdivision” (the “Original Agreement”) providing for the development of a residential and commercial development on a portion of property in the Redevelopment Project Area defined in the Agreement as the “Property”; and

WHEREAS, on March 24, 2025, the Village adopted Ordinance No. 25-03-___ approving an Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc., for the Redevelopment of Lot 2 in the Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision (the “Amended Agreement” and, together with the Original Agreement, the “Agreement”); and

WHEREAS, the President and Board of Trustees of the Village (the “Corporate Authorities”) hereby find that the Redevelopment Approvals and the Agreement have been approved in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. and all other applicable law; and

WHEREAS, pursuant to the Agreement, including Section 8 of the Agreement, the Village and Mundelein FC LLC (the “Developer”), as the assignee of F&C Development, Inc. under the Agreement, agreed that the Developer had paid, or will be paying, certain costs that are expected to be Approved Eligible Costs (as defined in the Agreement); and

WHEREAS, it serves a public purpose, and is necessary to foster the redevelopment of the Property with the Project (as defined in the Agreement), for the Developer to receive reimbursement for certain Approved Eligible Costs, and it is economically infeasible for the Developer to undertake the Project, and Developer thus is unable to undertake the Project without receipt of the reimbursement for certain Approved Eligible Costs, and it is desirable and in the Village’s best interests to assist Developer in the manner set forth herein; and

WHEREAS, in the Agreement, the Village agreed to adopt this Ordinance to authorize the issuance of the TIF Notes (as defined below) (provided that Developer is not in Default (as defined in the Agreement) and no event has occurred or exists which with the passage of time would be a Default by Developer) effective as of the Closing Date (as defined in the Agreement), which is the date of the Closing (i.e., the Village’s conveyance to Developer, and the Developer’s acquisition from the Village, of

the Property as contemplated by the Agreement); and

WHEREAS, the Corporate Authorities hereby determine that (i) the Closing Date has been scheduled to occur on or before April 4, 2025, and (ii) Developer is not in Default (as defined in the Agreement) and no event has occurred or exists which with the passage of time would be a Default by Developer or, if there is a Default or there has been such an event, the Village waives Developer's non-compliance with the Agreement, but only for the purpose of approving this Ordinance and for no other purpose; and

WHEREAS, the Corporate Authorities have determined, based on the terms and conditions of the Agreement and the findings provided for therein, that it would be in the best interests of the Village to approve this Ordinance authorizing the execution and delivery of the TIF Notes; and

WHEREAS, the Developer has advised the Village that, following the issuance of TIF Note A, Developer desires to assign and transfer TIF Note A to BOKF, N.A., a national banking association, as trustee (the "Trustee"), so that a new TIF Note A is issued in the name of the Trustee; and

WHEREAS, under such circumstances, pursuant to Section 8.E.1 of the Agreement, TIF Note A is transferable or assignable only if approved by the Corporate Authorities in their sole discretion;

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

Section 1: The foregoing recitals are incorporated herein as part of this Ordinance.

Section 2: Pursuant and subject to the terms and conditions of the Agreement, including but not limited to Section 8 of the Agreement, the Corporate Authorities hereby (i) approve the "Village of Mundelein Tax Increment Allocation Revenue Note A (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)" in substantially the form attached to, and incorporated in, this Ordinance as **Exhibit A** ("TIF Note A") and the "Village of Mundelein Tax Increment Allocation Revenue Note B (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)" in substantially the form attached to, and incorporated in, this Ordinance as **Exhibit B** ("TIF Note B" and, collectively with TIF Note A, the "TIF Notes") and (ii) direct the Village's Director of Finance to create a sub-account of the TIF II special tax allocation fund, into which the Village will, as required by the Agreement, deposit the Pledged Amounts (as defined in the Agreement), which sub-account is referred to in the Agreement as the "Redevelopment Project Note Account" (and which shall be the "Redevelopment Project Note Account" as defined in the Agreement). The Village hereby appropriates, without further action by the Corporate Authorities, any Pledged Amounts deposited in the Redevelopment Project Note Account during the term of the Notes to be expended for the purposes set forth in the Notes.

Section 3: The Village President, the Village Clerk, and the Village Director of Finance are authorized and directed to execute, attest to, and authenticate the TIF Notes, and all other Village officers are hereby authorized and directed to take such other action, or cause such other action to be taken, as may be necessary or desirable to issue the TIF Notes immediately upon consummation of the Closing. Without limiting the preceding sentence (i) after the passage, approval, filing, and publication in pamphlet form

of this Ordinance, the Village Administrator is authorized and directed to deliver a certified copy of this Ordinance and fully executed originals of each of the TIF Notes to the Title Company (as defined in the Agreement) for delivery by the Title Company to Developer upon consummation of the Closing and subject to the conditions that (a) this Ordinance and the TIF Notes be held by the Title Company in escrow prior to such consummation and (b) if the Closing does not occur on or before the Closing Date (as defined in the Agreement), then the Title Company shall return the certified copy of this Ordinance and the fully executed original TIF Notes to the Village Administrator and (ii) following Closing, the Village Administrator is authorized to certify to the Developer or any other party that the Closing has occurred and this Ordinance is in full force and effect. The TIF Notes shall be deemed to be issued upon their delivery to Developer immediately following consummation of the Closing, and the "Dated Date" of the TIF Notes shall be the Closing Date. Upon issuance of the TIF Notes, (i) the TIF Note A Principal (as defined in the Agreement) shall be \$0.00 and (ii) the TIF Note B Principal (as defined in the Agreement) shall be \$0.00. The TIF Note A Principal and the TIF Note B Principal shall be periodically endorsed up to a maximum principal amount of \$5,188,000.00 and \$10,787,000.00, respectively, as provided in TIF Note A and TIF Note B, respectively, and as provided in the Agreement. TIF Note A shall bear interest (i) at the rate of 6.5 percent per annum; (ii) that is not tax exempt; (iii) that shall be simple interest and shall not compound; and (iv) that is to be computed on the basis of a 360-day year of twelve 30-day months. Any due but unpaid interest will be deferred to, and payable at, the next payment date. TIF Note B shall not bear interest. Each TIF Note shall have impressed or imprinted thereon the official corporate seal or facsimile thereof of the Village and shall be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk of the Village, as they shall determine, and in case any officer whose signature shall appear on the TIF Note shall cease to be such officer before the delivery of such TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each TIF Note shall have thereon a certificate of authentication executed by the Village Director of Finance as authenticating agent of the Village and showing the date of authentication. Each TIF Note shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under this Ordinance unless and until the TIF Note's certificate of authentication shall have been duly executed by the Village Director of Finance by manual signature, and such certificate of authentication upon the TIF Note shall be conclusive evidence that the TIF Note, upon and after Closing, has been authenticated and delivered under this Ordinance.

Section 4: Pursuant to Section 8.E.1 of the Agreement, the Corporate Authorities hereby approve the assignment and transfer of TIF Note A to the Trustee (the "Approved Transfer") and authorize the Village Administrator and Village Finance Director to approve such documents that are necessary or desirable to effectuate, and to take such other actions as are necessary and desirable to complete, the Approved Transfer in the manner provided in TIF Note A and consistent with this Ordinance and the Agreement, including without limitation, causing the issuance of a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF Note A Principal, and otherwise with the same terms and conditions of TIF Note A.

Section 5: This Ordinance shall be in full force and effect from and after its passage, approval, filing, and publication in pamphlet form, as required by law; provided, however, that if the Closing does not occur on or before the Closing Date (as defined in the Agreement), then this Ordinance will be deemed null and void and of no further force or effect, without any further action by the President and Board of Trustees.

RESULT: [Yes 0, No 0, Abstained 0]

MOVER: None

SECONDER: None

AYES: None

NAYS: None

ABSTAIN: None

INITIAL PRINCIPAL FACE AMOUNT	\$0.00
MAXIMUM PRINCIPAL FACE AMOUNT	\$5,188,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF LAKE
VILLAGE OF MUNDELEIN
TAX INCREMENT ALLOCATION REVENUE NOTE A

**(Mundelein FC LCC; Lot 2 in Village Hall Subdivision and
 Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)**

Registered Owner:	Mundelein FC LLC
Interest Rate:	6.5% per annum
Dated Date:	Closing Date (as defined in the Redevelopment Agreement)
Maturity Date:	December 31, 2040

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Mundelein, Lake County, Illinois (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified (i) the TIF Note A Principal, as determined in the next succeeding paragraph, and (ii) interest on that amount at the Interest Rate per year specified above, as provided in and subject to the terms and conditions of the Redevelopment Agreement (as defined below) and the TIF Note Ordinance. Interest shall (i) be simple (non-compounded); (ii) not be tax exempt; and (iii) be computed on the basis of a 360-day year of twelve 30-day months. TIF Note A Principal and interest thereon are payable on April 30 each year, from the Pledged Amounts available on deposit in the Redevelopment Project Note Account to be created by the Village Director of Finance pursuant to Section 2 of the TIF Note Ordinance, on a “cash flow” basis, so that any Pledged Amounts in the Redevelopment Project Note Account on April 30 will be used to pay TIF Note A Principal and interest thereon as provided below until such time as this Note is paid in full or

expires. Any Pledged Amounts in the Redevelopment Project Note Account, and the corresponding payments on this Note, shall be applied first to accrued but unpaid interest, then to current interest, and thereafter to the TIF Note A Principal. If the Pledged Amounts on deposit in the Redevelopment Project Note Account are insufficient to pay TIF Note A Principal or interest thereon when due, such insufficiency shall not in and of itself constitute an event of default, so long as the Village has deposited the required Pledged Amounts in the Redevelopment Project Note Account as required by the Redevelopment Agreement (but any such unpaid interest shall be recorded by the Village as accrued unpaid interest). Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Amended and Restated Redevelopment Agreement dated as of March 24, 2025 by and between the Village and Registered Owner as the assignee of F & C Development, Inc. (the “Redevelopment Agreement”), the terms of which are incorporated herein by reference.

The TIF Note A Principal (i) on the Dated Date, shall be \$0.00, and (ii) after the Dated Date shall increase, as of the effective date of each Village ordinance or resolution approving a Reimbursement Request for TIF Note A Eligible Costs, by an amount equal to the TIF Note A Approved Eligible Costs approved by such ordinance or resolution up to the Maximum Principal Face Amount of \$5,188,000.00. After the Dated Date, the outstanding TIF Note A Principal shall equal (i) the original TIF Note A Principal on the Dated Date, plus (ii) the total cumulative amount of TIF Note A Approved Eligible Costs approved by Village ordinances and resolutions after the Dated Date, which amount (the sum of (i) and (ii)) shall not exceed the Maximum Principal Face Amount of \$5,188,000.00, minus (iii) prior TIF Note A Principal Payments. After the Village adopts an ordinance or resolution approving a Reimbursement Request for TIF Note A Eligible Costs, the Director of Finance of the Village, as registrar and paying agent (the “Registrar”), shall

(i) endorse a Certificate of Outstanding TIF Note A Principal, in the form of Schedule A to this Note, identifying (a) in Column A, the Reimbursement Request that was approved in whole or in part by such Village ordinance or resolution, (b) in Column B, the date of the endorsement, which shall be the date upon which such ordinance or resolution was approved, (c) in Column C, the amount of TIF Note A Approved Eligible Costs approved by such ordinance or resolution, (d) in Column D, as of such date, the cumulative total of TIF Note A Approved Eligible Costs that have been approved, including by the most recent ordinance or resolution (which cumulative total shall not exceed the Maximum Principal Face Amount \$5,188,000.00), (e) in Column E, as of such date, the amounts of all prior payments of TIF Note A Principal, and (f) in Column F, as of such date, the then current outstanding TIF Note A Principal and (ii) deliver such Certificate of Outstanding TIF Note A Principal to Registered Owner. Interest on TIF Note A Principal, represented by TIF Note A Approved Eligible Costs, shall accrue beginning on the later of (i) the day the Village approves the ordinance or resolution approving such TIF Note A Approved Eligible Costs and (ii) the Closing Date.

TIF Note A Principal and interest thereon are payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Registrar, as of the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Mundelein, Illinois or as otherwise directed by the Village. The Village and the Registrar may

deem and treat the person in whose name this Note is registered on such registration books as the absolute owner hereof for the purpose of receiving payments under this Note and for all other purposes related to this Note.

This Note is issued by the Village in fully registered form to evidence the TIF Note A Principal, which is intended to reimburse Registered Owner for certain TIF Note A Approved Eligible Costs incurred by Registered Owner in connection with the Project, which is a residential and commercial development, as further described in the Redevelopment Agreement, located in the TIF District within the Village that was established pursuant to the TIF Ordinances, all in accordance with the Constitution and the laws of the State of Illinois as they may be amended from time to time, and particularly the TIF Act, the Local Government Debt Reform Act (30 ILCS 350/1 et seq.), Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Omnibus Bond Acts, as amended, and the TIF Note Ordinance, which was adopted by the Board of Trustees of the Village on March 24, 2025, in all respects as by law required, to all of the provisions of which the Registered Owner, by acceptance of this Note, assents.

The Village has assigned and pledged certain rights, title, and interest of the Village in and to the Pledged Amounts, which is a portion of Incremental Property Taxes from the Property within the TIF District, which the Village is entitled to receive pursuant to the TIF Act and the TIF Ordinances, to pay TIF Note A Principal and interest thereon. Reference is hereby made to the aforesaid TIF Note Ordinance, TIF Ordinances, and Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note, limits on pre-payment obligations (if any), and the terms and conditions under which this Note is issued and secured. Without limiting

the preceding sentence, this Note is secured solely by a first lien on the Pledged Amounts. This Note is senior to TIF Note B.

This Note is a special, limited obligation of the Village payable solely from the Pledged Amounts consisting of a portion of the Incremental Taxes to be received by the Village Treasurer pursuant to the TIF Act. If the Pledged Amounts are insufficient to pay all the TIF Note A Principal and interest thereon, the Registered Owner shall have no recourse against the Village, other than compelling the Village to deposit the required Pledged Amounts in the Redevelopment Project Note Account from time to time pursuant to the TIF Act and the Redevelopment Agreement and to use such Pledged Amounts in each year solely to pay such TIF Note A Principal and interest. The Registered Owner shall have no right to compel the exercise of the taxing authority of the Village or to use any funds of the Village (other than the Pledged Amounts in the Redevelopment Project Note Account) for payment of TIF Note A Principal and interest thereon.

This Note is transferrable or assignable only as provided in the Redevelopment Agreement. If transferred or assigned to an Accredited Investor, the proposed Accredited Investor shall certify its qualification as an Accredited Investor to the Registrar prior to such transfer or assignment (a “Sale Certification”). Any such transfer or assignment of this Note shall not be effective until the Registrar has received a Sale Certification in connection therewith. This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Mundelein, Illinois, but only in the manner and subject to the limitations provided in the TIF Note Ordinance and the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF Note A Principal, and otherwise with the same terms and conditions of this Note, will

be issued to the transferee in exchange herefor and upon the issuance of such new Note, this Note shall be surrendered and cancelled. Any accrued but unpaid interest as of the date of transfer shall be payable as provided herein, but shall not be added to the principal of the new Note. An assignment by the Registered Owner of its right, title, and interest in and to, and under this Note and the payments due under this Note as collateral for a loan will not be deemed a transfer of this Note. This Note shall be executed and delivered as provided in the TIF Note Ordinance and the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

If any provision of this Note is deemed void, invalid, or unenforceable, that provision will be deemed ineffective to the extent it is void, invalid, or unenforceable, but the remaining provisions of this Note shall be deemed unaffected and shall remain in full force and effect.

This Note shall not be valid or become obligatory for any purpose until (i) it has been signed by the Village President and attested to and impressed with the Village Seal by the Village Clerk, (ii) the certificate of authentication hereon shall have been signed by the Registrar, and (iii) upon and after the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the Village of Mundelein, Lake County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of _____, 2025.

Village President

(SEAL)

Attest:

Village Clerk

Registrar and Paying Agent: Director of
Finance of the Village of Mundelein, Lake
County, Illinois

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned
TIF Note Ordinance and is the Tax Increment
Allocation Revenue Note A (Mundelein FC
LCC; Lot 2 in Village Hall Subdivision and
Lots 1-3 in the Resubdivision of Lots 4 and 5 of
the Village Hall Subdivision), Village of
Mundelein, Lake County, Illinois.

Director of Finance

Date: _____

SCHEDULE A

CERTIFICATE OF OUTSTANDING TIF NOTE A PRINCIPAL

TAX INCREMENT ALLOCATION REVENUE NOTE A (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)

The outstanding TIF Note A Principal is the amount set forth in column F below, current as of the date of the corresponding endorsement noted in column B below.

A	B	C	D (+)	E (-)	F	G
Reimbursement Request	Date of this Endorsement	TIF Note A Approved Eligible Costs this Endorsement	TIF Note A Total Approved Eligible Costs (original TIF Note A Principal plus all Endorsements)	Prior TIF Note A Principal Payments	Outstanding TIF Note A Principal	Authorized Village Signatory
No. 1 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 2 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 3 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 4 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 5 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 6 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 7 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 8 _____	__ - __ -20__	_____	_____	_____	_____	_____

[Add additional pages as necessary]

INITIAL PRINCIPAL FACE AMOUNT	\$0.00
MAXIMUM PRINCIPAL FACE AMOUNT	\$10,787,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF LAKE
VILLAGE OF MUNDELEIN
TAX INCREMENT ALLOCATION REVENUE NOTE B

**(Mundelein FC LCC; Lot 2 in Village Hall Subdivision and
 Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)**

Registered Owner:	Mundelein FC LLC
Interest Rate:	0% per annum
Dated Date:	Closing Date (as defined in the Redevelopment Agreement)
Maturity Date:	December 31, 2040

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Mundelein, Lake County, Illinois (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the TIF Note B Principal, which amount will be determined as provided in the next succeeding paragraph, as provided in and subject to the terms and conditions of the Redevelopment Agreement (as defined below) and the TIF Note Ordinance. TIF Note B Principal is payable on April 30 each year, from a portion of the Pledged Amounts available on deposit in the Redevelopment Project Note Account to be created by the Village Director of Finance pursuant to Section 2 of the TIF Note Ordinance, on a “cash flow” basis, so that any Pledged Amounts in the Redevelopment Project Note Account on April 30 (that is not used to pay TIF Note A Principal and interest on TIF Note A) will be used to pay TIF Note B Principal until such time as this Note is paid in full or expires. If funds on deposit in the Redevelopment Project Note Account are insufficient to pay TIF Note B Principal when due, such insufficiency shall not in and of itself

constitute an event of default, so long as the Village has deposited the required Pledged Amounts in the Redevelopment Project Note Account as required by the Redevelopment Agreement. Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Amended and Restated Redevelopment Agreement dated as of March 24, 2025 by and between the Village and Registered Owner as the assignee of F & C Development, Inc. (the “Redevelopment Agreement”), the terms of which are incorporated herein by reference.

The TIF Note B Principal (i) on the Dated Date, shall be \$0.00, and (ii) after the Dated Date shall increase, as of the effective date of each Village ordinance or resolution approving a Reimbursement Request for TIF Note B Eligible Costs, by an amount equal to the TIF Note B Approved Eligible Costs approved by such ordinance or resolution up to the Maximum Principal Face Amount of \$10,787,000.00. After the Dated Date, the outstanding TIF Note B Principal shall equal (i) the original TIF Note B Principal on the Dated Date, plus (ii) the total cumulative amount of TIF Note B Approved Eligible Costs approved by Village ordinances and resolutions after the Dated Date, which amount (the sum of (i) and (ii)) shall not exceed the Maximum Principal Face Amount of \$10,787,000.00, minus (iii) prior TIF Note B Principal Payments. After the Village adopts an ordinance or resolution approving a Reimbursement Request for TIF Note B Eligible Costs, the Director of Finance of the Village, as registrar and paying agent (the “Registrar”), shall (i) endorse a Certificate of Outstanding TIF Note B Principal, in the form of Schedule A to this Note, identifying (a) in Column A, the Reimbursement Request that was approved in whole or in part by such Village ordinance or resolution, (b) in Column B, the date of the endorsement, which shall be the date upon which such ordinance or resolution was approved, (c) in Column C, the amount of TIF Note B Approved Eligible Costs approved by such ordinance or resolution, (d) in Column D, as of such date, the cumulative total of TIF Note B Approved Eligible Costs that have

been approved, including by the most recent ordinance or resolution (which cumulative total shall not exceed the Maximum Principal Face Amount of \$10,787,000.00), (e) in Column E, as of such date, the amounts of all prior payments of TIF Note B Principal, and (f) in Column F, as of such date, the then current outstanding TIF Note B Principal and (ii) deliver such Certificate of Outstanding TIF Note B Principal to Registered Owner.

TIF Note B Principal is payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Registrar, as of the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal will be payable solely upon presentation of this Note at the principal office of the Registrar in Mundelein, Illinois or as otherwise directed by the Village. The Village and the Registrar may deem and treat the person in whose name this Note is registered on such registration books as the absolute owner hereof for the purpose of receiving payments under this Note and for all other purposes related to this Note.

This Note is issued by the Village in fully registered form to evidence the TIF Note B Principal, which is intended to reimburse Registered Owner for certain TIF Note B Approved Eligible Costs incurred by Registered Owner in connection with the Project, which is a residential and commercial development, as further described in the Redevelopment Agreement, located in the TIF District within the Village that was established pursuant to the TIF Ordinances, all in accordance with the Constitution and the laws of the State of Illinois as they may be amended from time to time, and particularly the TIF Act, the Local Government Debt Reform Act (30 ILCS 350/1

et seq.), Section 6 of Article VII of the 1970 Constitution of the State of Illinois, the Omnibus Bond Acts, as amended, and the TIF Note Ordinance, which was adopted by the Board of Trustees of the Village on March 24, 2025, in all respects as by law required, to all of the provisions of which the Registered Owner, by acceptance of this Note, assents.

The Village has assigned and pledged certain rights, title, and interest of the Village in and to the Pledged Amounts, which is a portion of Incremental Property Taxes from the Property within the TIF District, which the Village is entitled to receive pursuant to the TIF Act and the TIF Ordinances, to pay TIF Note B Principal thereon. Reference is hereby made to the aforesaid TIF Note Ordinance, TIF Ordinances, and Redevelopment Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note, limits on pre-payment obligations (if any), and the terms and conditions under which this Note is issued and secured. Without limiting the preceding sentence, this Note is secured solely by a second lien on the Pledged Amounts and is junior to TIF Note A.

This Note is a special, limited obligation of the Village payable solely from the Pledged Amounts consisting of a portion of the Incremental Taxes to be received by the Village Treasurer pursuant to the TIF Act. If the Pledged Amounts is insufficient to pay all the TIF Note B Principal, the Registered Owner shall have no recourse against the Village, other than compelling the Village to deposit the required Pledged Amounts in the Redevelopment Project Note Account from time to time pursuant to the TIF Act and the Redevelopment Agreement and to use the portion of the Pledged Amounts (remaining after paying TIF Note A Principal and interest on TIF Note A) in each year solely to pay such TIF Note B Principal. The Registered Owner shall have no right to compel the exercise of the taxing authority of

the Village or to use any funds of the Village (other than such portion of the Pledged Amounts in the Redevelopment Project Note Account) for payment of TIF Note B Principal.

This Note is transferrable or assignable only as provided in the Redevelopment Agreement. This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Mundelein, Illinois, but only in the manner and subject to the limitations provided in the TIF Note Ordinance and the Redevelopment Agreement. Upon such transfer, a new Note of authorized denomination of the same maturity, in a principal amount equal to the unpaid TIF Note B Principal, and otherwise with the same terms and conditions of this Note, will be issued to the transferee in exchange herefor and upon the issuance of such new Note, this Note shall be surrendered and cancelled. An assignment by the Registered Owner of its right, title, and interest in and to, and under this Note and the payments due under this Note as collateral for a loan will not be deemed a transfer of this Note. This Note shall be executed and delivered as provided in the TIF Note Ordinance and the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done, and have been performed in regular and due form and time as required by law; and that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

If any provision of this Note is deemed void, invalid, or unenforceable, that provision will be deemed ineffective to the extent it is void, invalid, or unenforceable, but the remaining provisions of this Note shall be deemed unaffected and shall remain in full force and effect.

This Note shall not be valid or become obligatory for any purpose until (i) it has been signed by the Village President and attested to and impressed with the Village Seal by the Village Clerk, (ii) the certificate of authentication hereon shall have been signed by the Registrar, and (iii) upon and after the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the Village of Mundelein, Lake County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of _____, 2025.

Village President

(SEAL)

Attest:

Village Clerk

Registrar and Paying Agent: Director of
Finance of the Village of Mundelein, Lake
County, Illinois

**CERTIFICATE OF
AUTHENTICATION**

This Note is described in the within mentioned
TIF Note Ordinance and is the Tax Increment
Allocation Revenue Note B (Mundelein FC
LCC; Lot 2 in Village Hall Subdivision and
Lots 1-3 in the Resubdivision of Lots 4 and 5 of
the Village Hall Subdivision), Village of
Mundelein, Lake County, Illinois.

Director of Finance

Date: _____

SCHEDULE A

CERTIFICATE OF OUTSTANDING TIF NOTE B PRINCIPAL

TAX INCREMENT ALLOCATION REVENUE NOTE B (Mundelein FC LCC; Lot 2 in Village Hall Subdivision and Lots 1-3 in the Resubdivision of Lots 4 and 5 of the Village Hall Subdivision)

The outstanding TIF Note B Principal is the amount set forth in column F below, current as of the date of the corresponding endorsement noted in column B below.

A	B	C	D (+)	E (-)	F	G
Reimbursement Request	Date of this Endorsement	TIF Note B Approved Eligible Costs this Endorsement	TIF Note B Total Approved Eligible Costs (original TIF Note B Principal plus all Endorsements)	Prior TIF Note B Principal Payments	Outstanding TIF Note B Principal	Authorized Village Signatory
No. 1 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 2 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 3 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 4 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 5 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 6 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 7 _____	__ - __ -20__	_____	_____	_____	_____	_____
No. 8 _____	__ - __ -20__	_____	_____	_____	_____	_____

[Add additional pages as necessary]

To: Mayor and Board of Trustees

From: Colleen Malec, Senior Planner
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of March 24, 2025

Subject: Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue - Operating Agreement for Mundelein FC Owners, LLC

Financial Impact:

N/A

Attachments:

1. O-25-03-12 - Exhibit A - Operating Agreement for Mundelein FC Owners, LLC

Background:

See Amended and Restated Redevelopment Agreement Report

Recommendation:

Motion to pass an Ordinance Approving and Authorizing the Execution of the Operating Agreement of Mundelein FC Owners, LLC (Flaherty & Collins Development).

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on March 24, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-03-12
which is entitled

**Flaherty & Collins - 275-301 Plaza Circle; 331-339 Chicago Avenue; 322-360 Chicago Avenue -
Operating Agreement for Mundelein FC Owners, LLC**

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 3/25/2025, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 3/25/2025.

Village Clerk

ORDINANCE NO. O-25-03-12

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING AGREEMENT OF MUNDELEIN FC OWNERS, LLC (FLAHERTY & COLLINS DEVELOPMENT)

WHEREAS, the Village of Mundelein, Lake County, Illinois (the “Village”) is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, F & C Development, Inc. and the Village previously entered into that certain “Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated May 22, 2023, as amended by that certain “Amended and Restated Redevelopment Agreement by and between the Village of Mundelein and F & C Development, Inc.” dated March 24, 2025 (as so amended, the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement provides for the Village to convey to Mundelein FC, LLC, as the assignee of F & C Development, Inc., (the “Developer”) certain “Property” (as defined in the Redevelopment Agreement), and for the Developer thereafter to redevelop the Property with a multifamily apartment building, parking garage, townhouses, and related improvements (the “Project”); and

WHEREAS, the Redevelopment Agreement provides that, as compensation for the conveyance of the Property, the Village will be granted an equity interest in the Project as the Special Member of Mundelein FC Owners, LLC, an Illinois limited liability company (the “Equity Interest”); and

WHEREAS, the President and Board of Trustees of the Village have determined that it would be in the best interests of the Village of Mundelein to approve and execute the Operating Agreement of Mundelein FC Owners, LLC, in substantially the form attached hereto as **Exhibit A** (the “Operating Agreement”), for purposes of establishing the Equity Interest;

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

SECTION I: Pursuant to the Village’s home rule powers and other applicable authority, the President and Board of Trustees of the Village hereby approve the Operating Agreement in substantially the form attached hereto as **Exhibit A**, and in a final form to be approved by the Village Administrator.

SECTION II: The Village Administrator is hereby authorized and directed to execute the Operating Agreement, in its final approved form, on behalf of the Village as the “Special Member” of Mundelein FC Owners, LLC and to take such other administrative actions as are necessary or desirable for the Village to operate as such Special Member.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

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

OPERATING AGREEMENT
OF
MUNDELEIN FC OWNERS, LLC

DATED AS OF MARCH ___, 2025

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE FEDERAL OR STATE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND CONSTRUCTION	1
1.1. DEFINITIONS.....	1
1.2. CONSTRUCTION.....	6
ARTICLE II FORMATION	6
2.1. ORGANIZATION.	6
2.2. REGISTERED AGENT AND OFFICE.	6
2.3. PRINCIPAL OFFICE.	6
2.4. BUSINESS.....	6
ARTICLE III ACCOUNTING AND RECORDS; CONFIDENTIALITY	7
3.1. RECORDS TO BE MAINTAINED.	7
3.2. BOOKS AND RECORDS.....	7
3.3. DELIVERY OF INFORMATION.	7
3.4. CONFIDENTIAL INFORMATION.	7
ARTICLE IV MANAGEMENT; OFFICERS.....	8
4.1. MANAGEMENT OF THE COMPANY.....	8
4.2. NUMBER AND TENURE; RESIGNATION AND REMOVAL; VACANCIES.....	9
4.3. NO AUTHORITY.	10
4.4. LIABILITY OF MANAGER.	10
4.5. COMPENSATION OF THE MANAGER.	10
4.6. REIMBURSEMENT OF EXPENSES.	10
4.7. OFFICERS AND EMPLOYEES.....	10
ARTICLE V MEMBERS	11
5.1. LIABILITY OF MEMBERS; NO DUTIES OF MEMBERS.	11
5.2. REPRESENTATIONS AND WARRANTIES OF MEMBERS.....	11
5.3. DEVOTION OF TIME; CONFLICTS OF INTEREST.	11
5.4. VOTING RIGHTS.....	12
5.5. MEETINGS OF MEMBERS.....	12
5.6. NOTICE AND RECORD DATE OF MEETINGS.....	12
5.7. QUORUM.....	12
5.8. PROXIES.....	12

TABLE OF CONTENTS
(continued)

	<u>Page</u>
5.9. ACTION BY MEMBERS WITHOUT A MEETING.....	12
5.10. APPROVAL OF CERTAIN TRANSACTIONS BY THE MEMBERS.....	13
5.11. WITHDRAWAL OF MEMBER.....	14
5.12. ADDITIONAL MEMBERS.....	14
ARTICLE VI CONTRIBUTIONS; UNITS	14
6.1. CAPITAL CONTRIBUTIONS; UNITS.....	14
6.2. MEMBER LOANS.....	14
6.3. RETURN OF CAPITAL CONTRIBUTIONS.....	14
6.4. CAPITAL ACCOUNT.....	14
ARTICLE VII ALLOCATIONS AND DISTRIBUTIONS	15
7.1. ALLOCATION OF PROFITS.....	15
7.2. ALLOCATION OF LOSSES.....	15
7.3. SPECIAL ALLOCATIONS.....	15
7.4. DISTRIBUTIONS.....	19
7.5. ALLOCATIONS AND DISTRIBUTIONS TO NEW MEMBERS AND ASSIGNEES	19
ARTICLE VIII TAXES.....	19
8.1. METHOD OF ACCOUNTING FOR TAX PURPOSES.....	19
8.2. PARTNERSHIP REPRESENTATIVE.....	20
ARTICLE IX TRANSFER OF UNITS	20
9.1. GENERAL.....	20
9.2. ASSIGNEE NOT A SUBSTITUTE MEMBER IN ABSENCE OF MEMBER APPROVAL.....	20
9.3. REQUIREMENTS FOR EFFECTIVENESS OF TRANSFER.....	21
9.4. RIGHT OF FIRST REFUSAL.....	21
9.5. DRAG-ALONG RIGHTS.....	22
9.6. TAG-ALONG RIGHTS.....	23
9.7. INVOLUNTARY TRANSFERS.....	24
9.8. DEATH.....	24
ARTICLE X DISSOCIATION OF A MEMBER	25

TABLE OF CONTENTS
(continued)

	<u>Page</u>
10.1. DISSOCIATION.....	25
10.2. CONTINUATION OF COMPANY.....	25
10.3. RIGHTS OF DISSOCIATING MEMBER.....	25
ARTICLE XI DISSOLUTION AND WINDING UP	25
11.1. DISSOLUTION.....	25
11.2. EFFECT OF DISSOLUTION.....	26
11.3. DISTRIBUTION OF ASSETS ON DISSOLUTION.....	26
11.4. WINDING UP AND ARTICLES OF DISSOLUTION.....	26
ARTICLE XII INDEMNIFICATION	26
12.1. GENERAL.....	26
12.2. AUTHORIZATION.....	27
12.3. RELIANCE ON INFORMATION.....	27
12.4. ADVANCEMENT OF EXPENSES.....	27
12.5. NON-EXCLUSIVE PROVISIONS; VESTING.....	28
ARTICLE XIII MISCELLANEOUS PROVISIONS.....	28
13.1. ENTIRE AGREEMENT.....	28
13.2. AMENDMENT OR MODIFICATION OF THIS AGREEMENT.....	28
13.3. NO PARTNERSHIP INTENDED FOR NONTAX PURPOSES.....	28
13.4. RIGHTS OF CREDITORS AND THIRD PARTIES UNDER THIS AGREEMENT.....	28
13.5. TAX TREATMENT.....	28
13.6. NOTICE.....	28
13.7. ILLINOIS LAW CONTROLLING.....	29
13.8. SEVERABILITY.....	29
13.9. BINDING EFFECT.....	29
13.10. COUNTERPARTS.....	29
13.11. NO PARTITION.....	29

**OPERATING AGREEMENT
OF
MUNDELEIN FC OWNERS, LLC**

This Operating Agreement of Mundelein FC Owners, LLC, an Illinois limited liability company, is effective as of March ___, 2025 by and among the Persons listed on Schedule A attached hereto.

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

1.1. Definitions. For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

“Act” means the Illinois Limited Liability Company Act, 805 ILCS Sec. 180/1-1, et seq., and all amendments thereto.

“Acceptance Notice” means written notice of the acceptance or rejection of a Takeover Offer.

“Affiliate” means, with respect to a particular Person, (i) any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, (ii) if such Person is a partnership, any partner thereof (other than a limited partner), (iii) any of such Person’s spouse, siblings (by law or marriage), ancestors and descendants and (iv) any trust for the primary benefit of such Person or any of the foregoing. The term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities or equity interests, by contract or otherwise.

“Agreement” means this Operating Agreement as amended from time to time.

“Articles” means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Illinois Secretary of State pursuant to the Act.

“Assignee” means a Person who holds Units but has not been admitted as a Member. Assignees do not have any right to participate in the management of the Company and do not have any voting rights.

“Available Cash” means, with respect to a given date, the amount of cash held by the Company as of such date that the Members approve as being available for distribution, after taking into account (a) all expenses of the Company, and reserves to accommodate the reasonably foreseeable future capital needs of the Company, (b) taxes, if any, required to be withheld, and (c) any restrictions under any project financing agreements.

“Bankrupt Member” means a Member who: (a) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors’ rights now existing or hereafter in effect; (b) has initiated, either in an original proceeding or by way of answer in any

state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (c) has consented to any order for relief entered with respect to such Member under the Federal Bankruptcy Code; or (d) has failed to cause the dismissal of any proceeding instituted against such Member under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to such Member's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

"Capital Account" means the amount of cash and fair market value of property (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code) that a Member or Assignee has contributed to the Company as Capital Contributions pursuant to Article VI hereof, adjusted as required by the Code and the Regulations.

"Capital Contribution" means any contribution of property or, if approved by the Manager, services made to the Company by or on behalf of a Member pursuant to Article VI hereof.

"Closing" has the meaning set forth in the Redevelopment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Common Member" means each of the Members identified on Schedule A as a Common Member.

"Company" means the limited liability company organized pursuant to the Articles and this Agreement, and any successor limited liability company.

"Dissociation" means any action which causes a Person to cease being a Member as described in Article X hereof.

"Distribution" means a transfer of property to a Member on account of his, her or its membership interest in the Company as described in Article VII hereof.

"FCI Guaranty" means that certain Guaranty dated as of even date herewith and executed by Flaherty Investors, LLC, an Indiana limited liability company, in favor of the Special Member.

"Fiscal Year" means the taxable year of the Company.

"Involuntary Transfer" means a Transfer of a Member's Units in connection with the termination, dissolution or liquidation of a Member, the adjudication of bankruptcy, whether voluntary or involuntary, or of incompetency of a Member or any other involuntary Transfer of a Member's Units incident to divorce, marital property, settlement, legal separation, court order or otherwise.

"Involuntary Transferee" means a transferee of a Member's Units in connection with an Involuntary Transfer.

“Involuntary Transferor” means a transferor of a Member’s Units in connection with an Involuntary Transfer.

“Joint Venture” means Mundelein FC II, LLC, a Delaware limited liability company, and in which the Company owns a limited liability company membership interest as of the effective date hereof.

“Joint Venture LLC Agreement” means that certain Limited Liability Company Agreement of the Joint Venture dated as of _____, 2025, and as to which the Company is a party as the limited liability company manager and a member thereof.

“Land” shall mean the tract of land located in the Village of Mundelein, Lake County, Illinois and legally described in Exhibit A attached hereto.

“Liquidity Event” means a disposition, refinancing, or similar transaction relating to the Project that results in cash proceeds being distributed to the Company.

“Major Decision” shall have the meaning set forth in the Joint Venture LLC Agreement.

“Majority-In-Interest” means, at any given time, the Common Member or Common Members holding in the aggregate more than fifty percent (50%) of the outstanding Units held by all Common Members or, if a smaller group of Common Members is designated, the Common Members of such group holding in the aggregate more than fifty percent (50%) of the outstanding Units held by the Common Members of such group. The Special Member is not considered in determining the Majority-In-Interest.

“Manager” means a Person appointed as a Manager in accordance with this Agreement, in each case in his, her, or its capacity as Manager hereunder.

“Market Value” means the fair market value of the applicable Units as of the last day of the month immediately preceding an Involuntary Transfer. The Involuntary Transferor and the Manager, on behalf of the Company, shall negotiate to determine a mutually agreeable fair market value. If a mutually agreeable fair market value cannot be determined within thirty (30) days of receipt by the Manager of notice of the Involuntary Transfer (or event that will trigger an Involuntary Transfer, if earlier), then each of the Involuntary Transferor and the Company shall appoint, at each of their own cost, a Qualified Appraiser. If both Qualified Appraisers agree on the fair market value, their opinion, which shall be submitted in writing, shall be conclusive and binding on both parties. If only one of the parties appoints a Qualified Appraiser or if the parties agree on the same Qualified Appraiser, that appraiser’s written opinion on the fair market value shall be conclusive and binding on both parties. If the Qualified Appraisers disagree on the fair market value, the average of the appraisals shall constitute the fair market value, unless one of the Qualified Appraisers submits an affidavit asserting that the other appraisal is not reasonable, in which case the Qualified Appraisers shall appoint an independent Qualified Appraiser mutually acceptable to them, and the written opinion of such Qualified Appraiser, whose fees and expenses shall be divided equally between the parties, shall be conclusive and binding as to the fair market value; provided, however, that if the fair market value found by the independent Qualified Appraiser is greater than the highest of the first appraisals, the highest of the first appraisals shall constitute the fair market value, and if the fair market value found by the independent Qualified

Appraiser is less than the lowest of the first appraisals, the lower of the first appraisals shall constitute the fair market value.

“Member” means any Person who has signed this Agreement as a Member or who is hereafter admitted as a Member of the Company pursuant to this Agreement.

“Offer Period” means the fifteen (15) day period after delivery of a Takeover Offer.

“Offeror” means any Person who makes a Takeover Offer that is not another Member or an Affiliate of any Member.

“Person” means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization.

“Project” means the acquisition of the Land and construction and development of a multi-family rental apartment project containing approximately 242 units and a building containing approximately 3,000 square feet of retail space.

“Project Owner” means Mundelein FC, LLC, an Indiana limited liability company.

“Profits” and “Losses” for any Fiscal Year means the net income or net loss of the Company for such Fiscal Year or fraction thereof, as determined for federal income tax purposes in accordance with the accounting method used by the Company for federal income tax purposes adjusted as required by the Regulations. In the event the Company’s property is revalued by the Members, to the extent permitted by the Regulations, with respect to the Company’s property (other than money), Profits and Losses shall be computed in accordance with the provisions of Section 1.704-1(b)(2)(iv)(g) of the Regulations by computing depreciation, amortization, gain or loss upon the fair market value of such property on the books of the Company and allocating such items among the Members using the curative method described in Section 1.704-3(c) of the Regulations.

“Qualified Appraiser” means a professional appraiser or certified public accountant qualified by experience and ability to appraise the capital interests of a limited liability company.

“Redevelopment Agreement” means that certain Amended and Restated Redevelopment Agreement dated as of _____, 2025, by and between Special Member and F & C Development, Inc., an Indiana corporation.

“Regulations” means, except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury promulgated under the Code, as such regulations may be changed from time to time.

“Special Member” means the Village of Mundelein, an Illinois home rule municipal corporation.

“Special Member Contribution” means the contribution of the Special Member in the amount set forth on Schedule A.

“Special Member Return” means as of any date the sum of the amount required to be distributed by the Company to Special Member pursuant to Section 7.4 in order for Special Member to receive an amount equal to three percent (3.0%) annual rate of return on the Special Member Contribution. For the avoidance of doubt, the Special Member Return includes the return of the capital contribution of the Special Member.

“Stabilization” shall mean the date upon which (i) the Project Owner has entered into leases for at least ninety percent (90%) of the apartment units in the Project that are available for rent (i.e., excluding from total apartment count, models and units occupied for marketing and management purposes) and (ii) those leases have remained in effect continuously over any twelve (12) month period.

“Substitute Member” means an Assignee who has been admitted as a Member.

“Takeover Offer” means a bona fide offer to purchase in the aggregate more than fifty percent (50%) of the outstanding Units of the Company, from an Offeror.

“Transfer” means any transfer, sale, gift, assignment, pledge, granting of a security interest or other disposition, including any disposition by operation of law.

“Unit” means an interest of a Member or Assignee in the Profits, Losses and Distributions of the Company as determined in accordance with this Agreement. The number of Units issued to each Member in exchange for his, her or its Capital Contribution is set forth on Schedule A, which shall be updated from time to time by the Manager without a formal amendment of this Agreement in the event the Company issues additional Units or acquires Units, if there is a change in the number of Units owned by the Member or if there is a Transfer of Units.

Additionally, the following terms have the meanings given such terms in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Confidential Information	3.4
Deceased Member	9.8(a)
Exercise Period	9.4(b)
Involuntary Purchase Price	9.7
Offer	9.4(a)
Member Loan	6.2
Regulatory Allocations	7.3(b)
Tag-Along Members	9.6
Tag-Along Notice	9.6
Tag-Along Right	9.6
Transfer Terms	9.6

See also Section 7.3(a) for definitions that are applicable only to Section 7.3.

1.2. Construction. As used in this Agreement, the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement. References herein to “him”, “her” or “it”, whether in the singular, plural or possessive form, shall be interchangeable. References to any Person include the successors and permitted assigns of such Person, unless expressly provided otherwise. Each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form. Unless the context otherwise requires, references herein: (a) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of and the Schedules or Exhibits attached to this Agreement, (b) to an agreement, instrument or document means such agreement, instrument or document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement, and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto. The headings and captions used in this Agreement, in any Schedule or Exhibit hereto, or in any table of contents or index hereto are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement or any Schedule or Exhibit hereto. Any capitalized terms used in any Schedule or Exhibit hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Whenever the words “include”, “includes” or “including” are used herein, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import.

ARTICLE II FORMATION

2.1. Organization. The Members hereby ratify the formation of the Company as an Illinois limited liability company pursuant to the provisions of the Act.

2.2. Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed with the Illinois Secretary of State. The Manager may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Manager fails to designate a replacement registered agent or change of address of the registered office, the Common Members may designate a replacement registered agent or file a notice of change of address.

2.3. Principal Office. The principal office of the Company shall be located at One Indiana Square, Suite 3000, Indianapolis, IN 46204, or at such other place as the Manager may determine from time to time.

2.4. Business. The business of the Company shall be to (a) pursue any lawful business whatsoever, (b) exercise all powers which may be legally exercised under the Act, and (c) engage in any activities reasonably necessary or convenient to the foregoing.

ARTICLE III ACCOUNTING AND RECORDS; CONFIDENTIALITY

3.1. Records to be Maintained. The Company shall maintain the following records at its principal office:

- (a) A list of the full name and last known mailing address of each Member, Assignee, and Manager;
- (b) Copies of the Articles and all amendments thereto;
- (c) Copies of the Company's federal, state, and local income tax returns and financial statements, if any, for the three (3) most recent years, or if the returns and statements were not prepared, copies of the information and statements provided by Members to enable them to prepare their federal, state, and local tax returns for the same period;
- (d) Copies of this Agreement and all amendments thereto and copies of any written operating agreements no longer in effect; and
- (e) Any other agreements or documents required by the Act or this Agreement.

3.2. Books and Records. The Company shall maintain appropriate books and records, including a record of the Capital Account for each Member and Assignee. Upon prior written notice to the Manager, and during normal business hours, each Member (or his, her or its authorized representative) shall have the right to inspect and copy any books and records of the Company described in Section 3.1.

3.3. Delivery of Information. The Company shall furnish to each Member:

- (a) as soon as available, but in any event within one hundred twenty (120) days after the end of each Fiscal Year, a copy of the financial statements of the Company as at the end of such Fiscal Year; and
- (b) within one hundred twenty (120) days after the end of each Fiscal Year, a Form K-1 and any additional tax information as shall be necessary for the preparation by such Member of their federal income tax returns for such Fiscal Year.

3.4. Confidential Information. The Members and Assignees recognize and acknowledge that they will have access to Confidential Information of the Company. Each Member and Assignee agrees that throughout a Member or Assignee's ownership of Units and for a period of five (5) years immediately after a Member or Assignee disposes of all of his, her or its Units for whatever reason, such Member or Assignee will not disclose or utilize any Confidential Information for any reason or purpose other than for the benefit of the Company, without the prior written consent of the Company. In the event of a breach or a threat of a breach by a Member or Assignee of the duty to maintain Confidential Information as provided in this Section, the Company will be entitled to seek an injunction to redress or prevent the Member or Assignee from disclosing or utilizing, in whole or in part, the Confidential Information. Upon the request of the

Company, a Member or Assignee who sells his, her or its Units shall return all copies (whether written, electronic or otherwise) of the Confidential Information that such Member or Assignee possesses or controls. Alternatively, the Company may request that the Member or Assignee destroy such Confidential Information and certify such destruction to the Company in writing.

For purposes of this Agreement, the “Confidential Information” of the Company shall mean any and all information in any form (oral, written, electronic or otherwise) belonging to or pertaining to the Company that is not public information or is not generally known or available to the Company’s competitors or other third parties but is known only to the Company, its Members and employees, which such information shall include, but not be limited to, proprietary computer programs, all trade secrets, know-how, proprietary information, designs, design plans, patents, patent applications, copyrights, trademarks, trade names, service marks, service names, improvements or other proprietary or intellectual property of the Company; and existing and contemplated business, marketing and financial information such as, for example, financial data, confidential pricing and marketing plans, cost estimates, forecasts, bid and proposal information, customer and referral source information, business plans and methods, lists of actual or potential customers, sales techniques, business acquisition plans; and technical and non-technical information, data, methods, systems, designs, compilations, specifications and other compilations of information.

3.5 Project Information. Commencing with the first month immediately following the date of commencement of the first lease at the Project, and thereafter on a monthly basis within fifteen (15) days of the end of the preceding month, Flaherty Capital Investors IV, LLC shall deliver or cause the Project Owner to deliver to the Company and the Special Member a report in detail reasonably acceptable to the Special Member detailing units that have been rented, and the commencement dates and terms of the underlying leases, for purposes of the Company’s and Special Member’s determination of occurrence of Stabilization.

ARTICLE IV MANAGEMENT; OFFICERS

4.1. Management of the Company.

(a) The Manager shall direct, manage and control the business and affairs of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or the Act, the Manager shall have full, exclusive and complete power, authority and discretion to manage and control the business, affairs and properties of the Company, make all decisions regarding those matters, to perform any and all other acts or activities customary or incident to the management of the Company’s business and to do all things he, she or it deems necessary or desirable to carry out the Company’s business, including, without limitation, the power to enter into contracts and agreements on behalf of the Company and otherwise bind the Company in any manner with respect to the business, affairs and properties of the Company. The Manager may delegate certain responsibilities for the operation of the Company to officers in accordance with Section 4.7.

(b) Without limiting the power of the Manager as provided in subsection (a) above and subject to all other provisions of this Agreement, the Manager shall have the power and authority on behalf of the Company:

(i) to borrow money from time to time as required by the Company; to execute, accept, endorse, and deliver, as evidence of such borrowing, all kinds of debt securities, including, but without limiting the generality thereof, promissory notes, drafts, bills of exchange, letters of credit, warrants, bonds, debentures, and other negotiable instruments and evidences of indebtedness; and to secure the payment and full performance of such securities by giving a security interest in, or a mortgage, pledge, conveyance or assignment in trust of, the whole or any part of the tangible or intangible assets of the Company, including leases or other contract rights, whether at the time owned or thereafter acquired;

(ii) to enter into, make, perform and carry out all types of contracts, leases, instruments, notes, certificates, titles, agreements or other documents and to amend, extend, or modify any such document at any time entered into by the Company;

(iii) to purchase, lease (as lessor or lessee), sell, exchange or otherwise acquire or dispose of any property or assets of the Company, real, personal or mixed, for cash or on terms or for other property;

(iv) to prepay, in whole or in part, refinance, recast, increase, modify or extend any debt, security interest or mortgage which may affect any property owned or leased by the Company, and in connection therewith, to enter into and execute for and on behalf of the Company any extensions, renewals, modifications or replacements of such debt, security interest or mortgage; and

(v) to employ and compensate such persons, firms or corporations as the Manager shall deem advisable or necessary to carry on, assist or promote the Company business, including, but not limited to auditors, accountants and attorneys; to have and exercise all powers necessary or convenient to carry out the business for which the Company is formed.

4.2. Number and Tenure; Resignation and Removal; Vacancies.

(a) There shall be one (1) Manager unless a Majority-In-Interest of the Members otherwise determines. The Manager shall serve an indefinite term until his, her or its resignation or removal. The initial Manager shall be David M. Flaherty.

(b) The Manager may resign by giving written notice to the Common Members specifying the date that such resignation is to take effect. If such written notice does not contain an effective date for the resignation, such resignation shall be effective upon delivery. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Resignation as Manager shall not affect such person's rights as a Member and shall not constitute a withdrawal of such Member.

(c) The Manager may be removed for any reason by a Majority-In-Interest of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal as a Member.

(d) Any vacancy for any reason in the Manager position shall be filled by the designation of a Majority-In-Interest of the Members at the time such vacancy occurs.

4.3. No Authority. Unless authorized to do so by this Agreement or by the Manager, no attorney-in-fact, officer, employee or other agent of the Company shall have any power or authority to bind the Company in any way, pledge its credit or render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless such Member has been authorized by the Manager to act as an officer or agent of the Company in accordance with the previous sentence.

4.4. Liability of Manager. The Manager shall perform his, her or its duties as the Manager in a manner reasonably believed to be in the best interests of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Manager shall not have any liability to the Company or any other Person by reason of being or having been the Manager unless the liability shall have been the result of bad faith, negligence, fraud, deceit or willful misconduct by the Manager. The Manager does not in any way guarantee the return of Capital Contributions to the Members or the making of Distributions by the Company. In the absence of any written agreement between the Company and the Manager to the contrary, the Manager shall be required to devote only such time to the Company's business as the Manager deems necessary or appropriate and shall not be required to manage the Company as his, her or its sole and exclusive function. Neither the Company nor any Member or other Person shall have any right, by virtue of this Agreement, to share or participate in such other business or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any Member as a result of engaging in any other business or venture. No transaction with the Company shall be void or voidable solely because the Manager or an Affiliate of the Manager has a direct or indirect interest in the transaction.

4.5. Compensation of the Manager. Compensation of the Manager for his, her or its services as Manager, if any, shall be approved in writing by a Majority-In-Interest of the Members.

4.6. Reimbursement of Expenses. The Company shall be responsible for all costs and expenses incurred in managing or operating the Company. The Company shall reimburse the Manager for out-of-pocket costs and expenses reasonably incurred in connection with or arising out of management or operating activities hereunder.

4.7. Officers and Employees. The Manager may delegate certain responsibilities for the operation of the Company to any officers as he, she or it may from time to time determine by creating the office and defining the duties thereof. The officers of the Company, if any, shall be appointed by the Manager and may include a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary and a Treasurer, along with such other officers with such titles and such duties as the Manager may from time to time determine, each to have such authority, functions or duties as the Manager may from time to time determine. Each officer shall hold office for such term as may be prescribed by the Manager and until such person's successor shall have been

elected or until such person's earlier death, resignation or removal. Any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice thereof to the Manager. Any such resignation shall take effect on the date of delivery of such notice or on such later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal or any other cause may be filled by the Manager. One person may hold offices and perform the duties of any two or more offices. The initial officers are: David M. Flaherty, President and Derek Hammond, Secretary.

ARTICLE V MEMBERS

5.1. Liability of Members; No Duties of Members. No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company. Unless otherwise provided in a written agreement between the Company and a particular Member, no Member, as such, shall have any duty of loyalty, duty of care or other fiduciary duty of any character whatsoever to the Company, to any other Member or to any creditor of the Company.

5.2. Representations and Warranties of Members. Each Member hereby represents and warrants to the Company and to each other Member that (a) the Member is acquiring his, her, or its Units for his, her, or its own account as an investment and without an intent to distribute the Units; (b) the Member acknowledges that the Units have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements; (c) the Member understands that this Agreement imposes contractual restrictions on the Transfer of the Units in addition to those restrictions imposed by securities laws as described above; (d) the Member has had an opportunity to make inquiries concerning the Company and all matters relevant to an investment in the Units, and has been given the opportunity to ask questions of, and receive answers from, the Company concerning the Company, its business, the Units, the risks associated with an investment in the Units, and such additional information as the Member deems necessary to evaluate an investment in the Units; (e) the Member has such knowledge and experience in business and financial matters in general as to be capable of evaluating the Company, its proposed activities, and the risks and merits of an investment in the Units; (f) the Member understands that no federal or state agency has made any finding or determination as to the fairness of the offering of the Units, nor any recommendation or endorsement of the Units; and (g) the Member acknowledges receipt of and the opportunity to review the Articles, this Agreement and the schedules and exhibits to this Agreement. The foregoing representations are in addition to, and not in lieu of, any representations and warranties made by the Member in any subscription agreement or other agreement executed by the Member in favor of the Company in connection with the acquisition of Units.

5.3. Devotion of Time; Conflicts of Interest. No Member, as such, shall be required to devote any time to the management of the Company, and each Member may have other business interests and engage in other activities in addition to those relating to the Company. Neither the

Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of any Member or to the income or proceeds derived therefrom. No Member shall incur any liability to the Company or to any other Member as a result of engaging in any other business or venture. No transaction with the Company shall be void or voidable solely because a Member or an Affiliate of a Member has a direct or indirect interest in the transaction if the direct or indirect interest is disclosed to the disinterested Members and approved by the Manager.

5.4. Voting Rights. Each Common Member shall be entitled to cast one (1) vote for each Unit that such Common Member owns. The Special Member shall have no voting rights or approval rights for any action by or any other matter related to the Company, except for the approval rights specifically set forth in Section 5.10.

5.5. Meetings of Members. The Members shall meet annually at such times as shall be determined by resolution of the Members, for the purpose of transacting such business as may come before the meeting; provided, however, that the failure to hold an annual meeting shall not be grounds for dissolution of the Company. Special meetings of the Members, for any purpose or purposes, may be called by the Manager or any Member(s) holding at least twenty-five percent (25%) of the outstanding Units. The Members may designate any place, either within or outside the State of Illinois, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company. Members may participate in any annual or special meeting through the use of any means of communications by which all of the Members may simultaneously hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

5.6. Notice and Record Date of Meetings. Except as otherwise provided in this Agreement, written notice stating the place, day and hour of a meeting and the purpose or purposes for which the meeting is called shall be delivered not less than two (2) days before the date of the meeting to each Member entitled to vote at such meeting. Such notice shall be delivered personally or by email overnight mail/courier. Members may waive prior notice by attending the meeting or by executing a written waiver of notice before or after the meeting. The date on which notice of the meeting is mailed, emailed or personally delivered shall be the record date for such determination of Members entitled to notice of or to vote at any meeting of Members.

5.7. Quorum. A Majority-In-Interest of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. The affirmative vote of a Majority-In-Interest of the Members shall be the act of the Members on matters upon which Members are expressly permitted in this Agreement to vote (unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or this Agreement).

5.8. Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager, before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

5.9. Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting and without prior notice to all

Members if the action is evidenced by one or more written consents describing the action taken, signed by the Members approving such action and delivered to the Manager for filing with the Company records. Unless an action requires unanimous approval, the written consent will be effective upon approval by Members holding the number of Units necessary to approve the action. Any action taken under this Section is effective when the Members holding the number of necessary Units have signed the consent, unless the consent specifies a different effective date, in which case the action is effective on or as of the specified date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

5.10. Approval of Certain Transactions by the Members. Notwithstanding any other provision in this Agreement to the contrary, the Company shall not engage in the following transactions without approval of both (1) a Majority-In-Interest of the Members and (2) the Special Member:

- (a) merge or consolidate with or into any other Person;
- (b) take any action that constitutes any act of bankruptcy or insolvency of the Company;
- (c) convert the Company to a corporation or other form of entity or re-domesticate the Company to another jurisdiction;
- (d) issue any additional Units or other equity securities;
- (e) admit additional members of the Company;
- (f) amend the Articles;
- (g) liquidate, dissolve or change the nature of the Company's business;
- (h) accept any loan of funds from a Member, except Member Loan expressly subordinate to the payment of the Special Member Return;
- (i) approval of any Major Decision, in the Company's capacity as the limited liability company manager or member of the Joint Venture;
- (j) the Company's approval, in the Company's capacity as the limited liability company manager or member of the Joint Venture, in the Joint Venture's capacity as the limited liability company manager or member of the Project Owner, to take any of the foregoing actions with respect to the Project Owner or the Project;
- (k) engage in any material transaction outside of the ordinary course of the Company's business.

The foregoing transactions are in addition to any other transactions requiring approval of the Members pursuant to the terms of this Agreement. For clarification, the foregoing transactions do not require any approval of the Manager.

5.11. Withdrawal of Member. Except as set forth below, no Member shall have the authority to withdraw as a Member without the prior written consent of a Majority-In-Interest of the Members. Notwithstanding the foregoing, the Special Member shall promptly withdraw as a Member upon payment in full of the Special Member Return and such withdrawal shall not require the prior written consent of a Majority-In-Interest of the Members.

5.12. Additional Members. Any Person acceptable to the Members by the prior written consent of a Majority-In-Interest of the Members may become a Member in the Company upon such terms and conditions as determined by a Majority-In-Interest of the Members. Each Person admitted as a Member pursuant to this Section shall execute such agreements and documents as the Members may require to reflect the admission of such Person as a Member and his, her or its agreement to be bound by the terms of this Agreement.

ARTICLE VI CONTRIBUTIONS; UNITS

6.1. Capital Contributions; Units. On or prior to the date of this Agreement:

(a) each Common Member has made Capital Contributions to the Company in the amount set forth opposite their names on Schedule A.

(b) The Special Member has made the Special Member Contribution in the amount set forth on Schedule A, which amount shall be contributed into the Project. Special Member shall receive distributions in the aggregate in an amount no less than Special Member Return no later than the earlier of (i) March 31, 2030, and (ii) 180 days after Stabilization. The obligation to pay the Special Member Return shall be guaranteed by Flaherty Investors, LLC pursuant to the FCI Guaranty.

(c) No Member shall be required to make an additional Capital Contribution. In exchange for the initial Capital Contributions, each Member shall receive that number of ownership Units set forth opposite their name on Schedule A. The Special Member shall receive no Units. All Units are duly authorized, validly issued and fully paid.

6.2. Member Loans. Any Member may, with the approval of the Manager and as approved pursuant to Section 6.2(h), above, loan funds to the Company (a “Member Loan”). The repayment terms and interest rate for such loans shall be approved by the Manager and such Member; provided, however, that in no event shall the interest rate on such loans be less than the applicable federal rate as announced by the Internal Revenue Service in effect on the date the loan is made. All Member Loans shall be expressly subordinate in payment to the repayment of the Special Member Return and no payments of principal or interest shall be made by the Company or accepted by any Member so long as the Special Member Return is outstanding.

6.3. Return of Capital Contributions. Except as otherwise provided in this Agreement, a Common Member shall be entitled to a return of his, her or its Capital Contribution only upon the dissolution and winding up of the Company as provided in Article XI.

6.4. Capital Account. The Manager shall cause to be maintained with respect to each Member and Assignee a Capital Account. To the extent permitted by the Regulations, (a) upon

the issuance or redemption of Units or other equity securities, the Manager may, in his, her or its discretion, restate the Capital Accounts to reflect the fair market value of the Company as of the date of such event, and (b) upon the conversion of any convertible securities or the exercise of any rights, options or warrants to purchase Units or other equity securities, the Manager may, in its discretion, restate the Capital Accounts to reflect the economic rights of the Person who affected the conversion or exercise. In the event of any restatement of the Capital Accounts, the Manager may determine the fair market value of the Company in his, her or its sole discretion and need not engage a valuation consultant or other advisor. Capital Accounts do not bear interest. If a Person sells or disposes of all of his, her or its Units, the transferee will succeed to his, her or its Capital Account; if her, she or it sells or disposes of only a portion of his, her or its Units, then his, her or its Capital Account will be calculated based on the portion of the Units of which he, she or it disposed and the transferee will be credited with a proportionate share of his, her or its Capital Account.

ARTICLE VII ALLOCATIONS AND DISTRIBUTIONS

7.1. Allocation of Profits. Profits and other items of income and gain with respect to any Fiscal Year shall be allocated as follows:

(a) first, to the Common Members and their Assignees in proportion to any Losses previously allocated to such Common Members and Assignees pursuant to Section 7.2(b) until the aggregate amount of Profits allocated pursuant to this Section 7.1(a) for the current Fiscal Year and any prior Fiscal Year equal such Losses;

(b) second, to the Common Members and their Assignees in proportion to any Losses previously allocated to such Common Members and Assignees pursuant to Section 7.2(a) until the aggregate amount of Profits allocated pursuant to this Section 7.1(b) for the current Fiscal Year and any prior Fiscal Year equal such Losses; and

(c) third, to the Common Members and Assignees in proportion to the number of Units they hold.

7.2. Allocation of Losses. Losses and other items of loss and deduction with respect to any Fiscal Year shall be allocated as follows:

(a) first, to the Common Members and Assignees in proportion to the balance of their Capital Accounts until the Capital Accounts of all of the Common Members and Assignees have been reduced to zero; and

(b) second, to the Common Members and Assignees, in proportion to the numbers of Units they hold.

7.3. Special Allocations.

(a) Definitions. For purposes of this Section, the following terms shall have the following meanings:

“Adjusted Capital Account Deficit” of a Common Member or Assignee means the deficit balance, if any, in a Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

- (i) increase such Capital Account by any amounts which such Person is obligated to restore to the Company pursuant to Section 1.704-1(b)(2)(ii)(c) of the Regulations or is deemed to be obligated to restore pursuant to the next to the last sentence of Section 1.704-2(g)(1) of the Regulations or the next to the last sentence of Section 1.704-2(i)(5) of the Regulations; and
- (ii) decrease such Capital Account by the amount of the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“Company Liability” means any enforceable debt or obligation for which the Company is liable or which is secured by any Company property.

“Company Minimum Gain” means the aggregate amounts of gain which would be realized by the Company if it disposed of all property subject to Nonrecourse Liabilities in full satisfaction of such liabilities. Such amounts shall be calculated as described in Section 1.704-2(d)(1) of the Regulations.

“Member Nonrecourse Debt” has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“Member Nonrecourse Deductions” has the meaning set forth in Sections 1.704-2(i)(1) and (2) of the Regulations.

“Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

“Nonrecourse Liability” means any Company Liability (or portion thereof) for which no Member or Assignee bears the economic risk of loss as determined in accordance with Sections 1.704-2(b)(3) and 1.752-1(a)(2) of the Regulations (without regard to whether those Sections apply to such liability).

(b) Regulatory Allocations. The following allocations (the “Regulatory Allocations”) shall be made in the following order:

(i) Except as otherwise provided in Section 1.704-2(f) of the Regulations, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Common Member and Assignee shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Common Member and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(ii) Except as otherwise provided in Section 1.704-1(i)(4) of the Regulations, if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Common Member and Assignee who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Common Member and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(iii) If any Common Member or Assignee receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations that causes such Person to have an Adjusted Capital Account Deficit as of the end of any Fiscal Year or increases such Person's Adjusted Capital Account Deficit, gross income and gain shall be allocated to such Common Member or Assignee in an amount and manner sufficient to eliminate such deficit as quickly as possible in accordance with Section 1.704-1(b)(2)(ii)(d) of the Regulations. Any such allocation of gross income or gain pursuant to this paragraph shall be in proportion to the amounts of the Adjusted Capital Account Deficits. This subsection is intended to constitute a "qualified income offset" within the meaning of Section 1.704(b)(2)(ii)(d) of the Regulations.

(iv) Nonrecourse Deductions for any Fiscal Year shall be specially allocated in proportion to the Units.

(v) Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Common Members or Assignees who bear the economic

risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.

(vi) For income tax purposes, any item of income, gain, loss, deduction or credit with respect to any property (other than money) that has been contributed by a Common Member or Assignee to the capital of the Company and which is required to be allocated to Common Members and Assignees for income tax purposes under Section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution, shall be allocated to the Common Members and Assignees for income tax purposes in the manner required by Section 1.704-1(b)(2)(iv)(g) of the Regulations. If the Capital Accounts are required to be adjusted pursuant to Section 1.704-1(b)(2)(iv)(f) or (g) of the Regulations with respect to a revaluation of any asset of the Company, subsequent allocations of income, gain, loss and deduction, including without limitation depreciation or deductions for cost recovery with respect to such asset, shall take account of any variation between the then existing adjusted basis of such asset for federal income tax purposes and the fair market value of such asset as required by Section 1.704-1(b)(2)(iv)(g) of the Regulations.

(vii) Notwithstanding Section 7.3(b)(iii) and (iv), Losses shall not be allocated to the extent that such allocation would cause a Common Member or Assignee to have an Adjusted Capital Account Deficit or would increase such Person's Adjusted Capital Account Deficit. Losses that are not allocated to a Common Member or Assignee by reason of the limitation in this subsection shall be allocated to the Common Members or Assignees to whom this limitation does not apply in proportion to their Units.

(c) Curative Allocations. The Regulatory Allocations are intended to comply with certain requirements of the Regulations. It is the intent of the parties hereto that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section. Therefore, notwithstanding any other provision of this Article (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Capital Account balance is, to the extent possible, equal to the Capital Account balance such Person would have had if the Regulatory Allocations were not part of this Agreement. In exercising its discretion under this Section, the Manager shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

(d) Allocations to Special Member. No allocation of net income or loss shall be made to Special Member except for allocations necessary for the payment of the Special Member Return.

7.4. Distributions.

(a) The Manager shall distribute Available Cash as soon as practicable after the Company's receipt thereof, but no less often than annually. In all events, Available Cash shall be distributed no later than (i) one hundred (120) days after the end of each calendar year, and (ii) fourteen (14) days after the receipt of proceeds from any Liquidity Event. Manager shall have the authority to retain amounts otherwise distributable to a Member (x) upon the written consent of such Member, until such time as the Manager and such Member may mutually agree in writing, or (y) if the Manager determines in its reasonable discretion that such Member has failed to provide information required to make such distribution (e.g., identification of the account to which such distributions are to be sent to), until such time that the Member provides such required information to the Manager. Distributions prior to the dissolution of the Company may only take the form of cash.

(b) All Distributions shall be paid as follows:

(i) First, to the extent Special Member Return is outstanding 100% to the Special Member;

and

(ii) Thereafter, to the Common Members, pro rata.

(c) Notwithstanding any other provision hereof, no Distribution may be declared or paid if, after giving effect thereto, either (i) the Company would not be able to pay its debts as they become due in the ordinary course of business or (ii) the Company's total assets would be less than its total liabilities (plus any amount that would be needed if the affairs of the Company were to be wound up at the time of the Distribution to satisfy any preferential rights that are superiors to the rights of the Members and Assignees receiving such Distribution).

7.5 Allocations and Distributions to New Members and Assignees. If Units are Transferred or if additional Units are issued to a new Member during any Fiscal Year, Profits and Losses, or each item thereof, and all other items attributable to such Units for such Fiscal Year shall be allocated to the Assignee or new Member in accordance with Section 706(d) of the Code, using any conventions permitted by law and selected by the Members. All Distributions paid on or before the date of a Transfer shall be paid to the transferor, and all Distributions paid thereafter shall be made to the transferee. If a Transfer does not comply with the provisions of Article IX hereof, then all of such items shall be allocated to the Person who attempted to make the Transfer.

ARTICLE VIII TAXES

8.1 Method of Accounting for Tax Purposes. The records of the Company shall be maintained on the method of accounting selected by a Majority-In-Interest of the Members, which shall satisfy the requirements of the Code and the Regulations.

8.2 Partnership Representative. The Manager is hereby designated as the “Partnership Representative” under Section 6223(a) of the Code, to manage administrative tax proceedings conducted at the Company level by the Internal Revenue Service with respect to Company matters. The Members expressly consent to such designation and agree that, upon the request of the Manager, they shall execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Manager is specifically directed and authorized to take whatever steps the Manager in its discretion deems necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as the Manager in its discretion determines may from time to time be required or advisable under Treasury Regulations. Expenses of administrative proceedings relating to the determination of Company items at the Company level undertaken by the Partnership Representative shall be Company expenses. Without limiting the generality of the foregoing, the Partnership Representative shall have the sole and absolute authority to make any elections on behalf of the Company permitted to be made pursuant to Section 754 or any other section of the Code or the Treasury Regulations promulgated thereunder.

ARTICLE IX TRANSFER OF UNITS

9.1 General. Except as otherwise specifically provided in this Agreement, a Member or Assignee may not Transfer, and shall not be required to Transfer, all or any part of such Person’s Units without the consent of a Majority-In-Interest of the Members, which consent may be withheld in the sole discretion of the Members or granted subject to such conditions as the Members in their sole discretion deem appropriate. All Transfers must comply with the provisions of Section 9.3. Any purported Transfer of Units not in compliance with this Article IX shall be null and void.

9.2 Assignee Not A Substitute Member in Absence of Member Approval.

(a) A proposed Transfer of Units shall not be effective unless and until any applicable requirements of Section 9.3 have been satisfied, and written notice of the Transfer (including the name and address of the transferee and the date of such Transfer) has been provided to the Company and the other Members.

(b) Notwithstanding anything contained in this Agreement to the contrary, any transferee of Units shall be an Assignee and have no right to participate in the management of the business and affairs of the Company, to exercise any voting power with respect to the transferred Units, or to become a Substitute Member, unless a Majority-In-Interest of the Members, in their sole and absolute discretion, approve the admission of the transferee as a Substitute Member; provided, however, that no approval shall be required in the case of a Transfer of Units in accordance with Section 9.4; provided, further, that the terms of Section 9.8(b) shall control over the terms of this Section 9.2(b).

(c) Any Transfer of Units or admission of an Assignee as a Substitute Member in compliance with this Article IX shall be deemed effective as of the last day of the calendar month in which the Assignee or Substitute Member fully complies with Section 9.3.

9.3 Requirements for Effectiveness of Transfer. As a condition to recognizing the effectiveness of any proposed or purported Transfer of Units or admission of an Assignee as a Substitute Member, the remaining Members may require the transferring Person and/or the proposed transferee to execute such instruments of transfer, assignment and assumption and such other documents, and to perform all such other acts which the remaining Member may deem necessary or desirable to:

- (a) constitute such transferee as an Assignee or a Substitute Member;
- (b) confirm that the Person desiring to acquire Units, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a Substitute Member or will merely be an Assignee);
- (c) preserve, after the Transfer, the Company's status under the laws of each jurisdiction in which the Company is qualified, organized or does business;
- (d) maintain the Company's classification as a partnership for federal income tax purposes; and
- (e) assure compliance with any applicable state and federal laws including securities laws and regulations.

9.4 Right of First Refusal.

(a) If, at any time, any Member or Assignee receives a bona fide offer to acquire all or any part of the Units then owned by such Member or Assignee from any Person (including any other Member or Assignee), which such Member or Assignee desires to accept (an "Offer"), and such Member is not otherwise prohibited from Transferring such Units, then such Member or Assignee shall cause the Offer to be reduced to writing and shall deliver written notice of such Offer to the Manager. Such notice shall also contain an irrevocable offer by such transferring Person to sell all or any part of the Units subject to the Offer to the other Members (but not Assignees) and/or the Company (subject to the priorities set forth in this Section) upon the same terms and conditions stated in the Offer, and shall be accompanied by a true and correct copy of the Offer (which shall identify the offeror, the price contained in the Offer and all other terms and conditions of the Offer).

(b) Within thirty (30) days after receipt of such notice from the transferring Person (the "Exercise Period"), the Members (but not Assignees), on a pro rata basis in connection with their Units, shall have the right and option to purchase all or any part of the Units proposed to be sold, upon the same terms and conditions stated in the Offer, by giving notice to the transferring Person of their intention to do so within the Exercise Period.

(c) If, at the expiration of the Exercise Period, the Offer has not accepted in full by the Members, (i) any Units not subscribed for by a Member shall be re-offered to those Members who subscribed for the full amounts available to them; (ii) such re-offers shall

be made to each such Member in the proportion that such Member's subscription bears to the aggregate subscriptions of each of the Members who subscribed for the full amount offered to them; and (iii) such re-offers will be continued in a like manner, each for a three (3) business day period following the delivery of the resubscription offer until all of the Units which are the subject of the Offer and re-offers are fully subscribed for by the Members, or until no Member elects to subscribe for any additional Units which are the subject of the Offer and re-offers.

(d) If, at the expiration of the Exercise Period and the successive re-offer periods specified in subsection (c) above, the Members have not accepted the Offer in full, the Company shall have the right and option (the exercise or non-exercise of which shall be in the discretion of the Manager) to purchase all or any part of the Units remaining unsubscribed for, upon the same terms and conditions stated in the Offer, by giving notice to the transferring Person and all Members of his, her or its intention to do so, within five (5) business days after the expiration of the last re-offer period referred to in subsection (c) above.

(e) If the Offer is accepted in full by the Member(s) and/or the Company, the Company shall designate a single time, date and place of closing, provided that the date of closing shall be within thirty (30) days after the expiration of the last offering period referred to in subsections (b) through (d) above. At such closing, each Person who is purchasing Units shall deliver to the transferring Member the amount of the purchase price therefor in the form as set forth in the Offer, against delivery of a certificate or certificates representing the Units so purchased, duly endorsed in blank or accompanied by an assignment of units duly executed in blank, in proper form for transfer, free and clear of any and all claims, charges, security interests or other encumbrances of any nature whatsoever.

(f) If, at the expiration of all periods specified in subsections (b) through (d) above, the Members and/or the Company have not accepted the Offer in full, the transferring Person shall be entitled to consummate the proposed sale of all, but not less than all, of the Units proposed to be Transferred to the third Person offeror and provided that such sale is (i) at a price not less than, and upon other terms no more favorable to the purchaser than, those contained in the Offer and (ii) consummated within thirty (30) days of the expiration of the last offering period referred to in subsections (b) through (d) above. If, at the end of such thirty (30) day period, the selling Person has not completed the sale of all of the Units proposed to be Transferred, such Person shall no longer be permitted to sell any of his, her or its Units pursuant to this Section without again fully complying with the provisions hereof, and all restrictions on Transfer contained in this Agreement shall again be in effect with respect to such Units.

9.5 Drag-Along Rights.

(a) If, at any time, any one or more Members receives a Takeover Offer which such Member(s) desires to accept, then the Member(s) receiving the Takeover Offer shall notify the Company thereof and no Member shall be permitted to Transfer any Units to the Offeror without first complying with the provisions of this Section. The Company

promptly shall inform the Offeror of the requirements of this Section and request the Offeror to reduce the Takeover Offer to a writing which shall (i) set forth the identity of the Offeror, the price contained in the Takeover Offer and all other material terms and conditions of the Takeover Offer and (ii) contain an “all or none” offer to purchase one hundred percent (100%) of the outstanding Units if any Units are purchased, at the same price and upon the same terms and conditions set forth in the Takeover Offer; provided, however that with respect to the Special Member, the purchase price payable with respect to the Special Member’s interest in the Company shall be calculated based on the amount that would be distributable to the Special Member pursuant to Section 7.4, above, if the Company’s assets were sold for the enterprise value of the Company implied by the purchase price being offered in connection with the Takeover Offer. Promptly after its receipt, if any, of the written Takeover Offer, the Company shall deliver a true and correct copy thereof to each Member.

(b) Each Member may accept or reject the Takeover Offer with respect to all, but not less than all, of the Units owned by such Member, by delivering an Acceptance Notice to the Manager within the Offer Period.

(c) If, at the expiration of the Offer Period, the Takeover Offer shall have been accepted by Members that, collectively, own more than fifty percent (50%) of the outstanding Units, then the Takeover Offer shall be deemed accepted and each Member (regardless of whether such Member delivered an Acceptance Notice) shall (i) have the obligation to sell, and the Offeror shall have the obligation to purchase, all, but not less than all, of the outstanding Units, at the same price and upon the same terms set forth in the Takeover Offer, if any Units are purchased, and (ii) cooperate with the Company and the Offeror and otherwise take, or cause to be taken, all actions and do, or cause to be done, all things necessary or appropriate to enter into, consummate and make effective such sale and purchase. Without limitation, each Member shall enter into and become a party to and bound by any unit purchase agreement, merger agreement or other agreement or document deemed necessary or appropriate by the Manager, in order to effect the Takeover Offer; provided, however, that no Member shall be required to make any representations or warranties, provide any indemnification or participate in any escrow fund or hold-back arrangement pursuant to any such agreement or document on any terms and conditions that are less favorable to such Member than those applicable to those Members that, collectively, own more than fifty percent (50%) of the outstanding Units.

(d) If (i) the Takeover Offer is not accepted in accordance with subsection (c)(i) above or (ii) notwithstanding such acceptance, the Takeover Offer is not consummated for any reason whatsoever, then, in any such event, no Member or Assignee shall be permitted to Transfer to the Offeror any Units without again fully complying with the provisions of this Article IX.

9.6 Tag-Along Rights. If, at any time, Members that, collectively, own more than fifty percent (50%) of the outstanding Units accept a Takeover Offer, then all Members and Assignees of the Company not included in the Takeover Offer (the “Tag-Along Members”) shall have the right (the “Tag-Along Right”) to require the Offeror to purchase from such Tag-Along Members all of their Units upon the same terms of payment and conditions as are contained in the accepted

Takeover Offer (“Transfer Terms”); provided, however that with respect to the Special Member, the purchase price payable with respect to the Special Member’s interest in the Company shall be calculated based on the amount that would be distributable to the Special Member pursuant to Section 7.4, above, if the Company’s assets were sold for the enterprise value of the Company implied by the purchase price being offered in connection with the Takeover Offer; provided further, however, that no Member shall be required to make any representations or warranties, provide any indemnification or participate in any escrow fund or hold-back arrangement pursuant to any such agreement or document on any terms and conditions that are less favorable to such Member than those applicable to those Members that, collectively, own more than fifty percent (50%) of the outstanding Units. Without limitation, each Member shall enter into and become a party to and bound by any unit purchase agreement, merger agreement or other agreement or document deemed necessary or appropriate by the Managers, in order to effect the Takeover Offer. The Members accepting the Takeover Offer shall promptly notify the Tag-Along Members in the event they propose to make a Transfer giving rise to Tag-Along Rights, and shall furnish the Tag-Along Members with the Transfer Terms and a copy of any written offer or agreement pertaining thereto. The Tag-Along Right may be exercised by any Tag-Along Member by delivery of a written notice to the Members accepting the Takeover Offer (the “Tag-Along Notice”) within a period of ten (10) calendar days after the receipt of the Tag-Along Notice. In the event that any Tag-Along Member exercises his, her or its Tag-Along Right and the Offeror does not consummate the proposed transaction on the terms set forth in the Tag-Along Notice, then the Members and/or Assignees that accepted the Takeover Offer shall not be permitted to sell any Units to the Offeror in the proposed transaction without again fully complying with the provisions of this Article IX.

9.7 Involuntary Transfers. In the event of an Involuntary Transfer, the Company shall not be dissolved nor shall its business terminate. The Involuntary Transferor and Involuntary Transferee shall be required to notify, in writing, the Company of the Involuntary Transfer. The Company shall have the option to purchase, and the Involuntary Transferee (or any Person to whom the Involuntary Transferee has Transferred Units) shall be required to sell (if the Company exercises its option), all of the transferred Units on the terms and conditions set forth in subsection (b) within sixty (60) days of receipt of such notice (or at any time after such Involuntary Transfer if no such notice is received). The price to be paid by the Company upon the purchase of Units in connection with an Involuntary Transfer shall be seventy percent (70%) of the Market Value (the “Involuntary Purchase Price”). The Involuntary Purchase Price shall be paid, at the Company’s option, in the form of (a) cash or other immediately available funds or (b) an unsecured promissory note. The note shall bear interest at a rate of a rate equal to the applicable federal rate as determined in Section 7872(f)(2) of the Code. The principal and interest on the note shall be payable in five (5) equal annual installments, due on each of the first five (5) anniversaries of the closing date. The maker shall have the right to prepay the note, in full or in part, at any time, without penalty.

9.8 Death.

(a) In the event of the death of a Member or Assignee (a “Deceased Member”), the Deceased Member’s Units shall Transfer to the Deceased Member’s estate and/or to the Deceased Member’s heirs by operation of law, bequest, devise or other testamentary transfer. Any such Units shall be held by the transferee(s) as an Assignee unless otherwise admitted as a Substitute Member in accordance with Section 9.2(b).

(b) Notwithstanding subsection (a), at any time while David M. Flaherty (“Flaherty”) is a Member, and in the event of the death of Flaherty, if, following the Transfer of Flaherty’s Units, Flaherty’s estate or heirs remain subject to a guaranty in favor of the Company’s commercial lender, the other Members will take any action necessary to admit Flaherty’s estate or heirs as a Substitute Member for the period during which such estate or heirs remain subject to such guaranty. Immediately upon the release of any such guaranty and without any further action by the Manager, Members or Flaherty’s estate or heirs, any of Flaherty’s estate or heirs or any of their permitted transferees will be deemed to hold any of his, her or its Units as an Assignee and not as a Substitute Member. As explanation, the Members intend that (i) any of Flaherty’s estate or heirs be entitled to voting rights and to participate in the management of the Company for so long as such estate and/or heirs are subject to a guaranty in favor of the Company’s commercial lender and (ii) at any time when Flaherty’s estate or heirs cease to be subject to any guaranty in favor of the Company’s commercial lender, the estate or heirs, as applicable, shall be entitled only to the economic benefits associated with the Units held by him, her, or it and shall not be entitled to any voting rights or right to participate in the management of the Company.

ARTICLE X DISSOCIATION OF A MEMBER

10.1 Dissociation. A Person shall cease to be a Member upon the happening of any of the following events:

- (a) a Member becoming a Bankrupt Member;
- (b) the death of a Member who is a natural person;
- (c) the termination of a Member that is a trust; or
- (d) the dissolution of a Member that is an organization or corporation.

10.2 Continuation of Company. The Company shall not be dissolved upon the Dissociation of a Member, provided that the Company has at least one remaining Member.

10.3 Rights of Dissociating Member. In the event any Person dissociates prior to the dissolution and winding up of the Company, such Person shall hold his, her or its Units as an Assignee. Nothing in this Article X shall limit the terms of Article IX.

ARTICLE XI DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

- (a) the consent of a Majority-In-Interest of the Members and the Special Member; or

- (b) at any time that the Company ceases to have any Members.

11.2 Effect of Dissolution. Upon dissolution, the existence of the Company shall continue, but the Manager shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value.

11.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the assets and property of the Company shall be distributed:

- (a) First, to creditors, in satisfaction of the Company's liabilities, but excluding payments to Members that are creditors;
- (b) Second, to the Special Member, until the Special Member Return is paid in full;
- (c) Third, to Common Members until all Member Loans are paid in full;
- (d) Fourth, to the Members and Assignees in accordance with their positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs; and
- (e) Fifth, to Members and Assignees pursuant to and in accordance with Section 7.4 hereof.

Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's taxable year or, if later, within ninety (90) days after the date of liquidation. Such Distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Members. No Member shall be required to pay to the Company or any of its Members or creditors any deficit balance in the Member's Capital Account.

11.4 Winding Up and Articles of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Illinois Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

ARTICLE XII INDEMNIFICATION

12.1 General. The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that he, she or it is or was a Manager, officer or Member of the Company, or who, while a Manager, officer or Member of the Company, is or was serving at the request of the Company as a director, officer, partner, manager, member, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, whether for profit or not, against expenses (including counsel fees), judgments,

settlements, penalties and fines (including excise taxes assessed with respect to employee benefit plans) actually or reasonably incurred in accordance with such action, suit or proceeding, if such Manager, officer or Member acted in good faith and in a manner reasonably believed by such Manager, officer or Member to have been, in the case of conduct taken as a Manager, officer or Member, in the best interest of the Company and in all other cases, not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, either such Person had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not meet the prescribed standard of conduct. The Company may also, with the consent of the Manager or a Majority-In-Interest of the Members, indemnify any Assignee or employee or agent of the Company who is not a Manager, officer or Member in the manner and to the extent that it shall indemnify Managers, officers or Members pursuant to this Section.

12.2 Authorization. To the extent that a Manager, officer or Member has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 12.1, or in the defense of any claim, issue or matter therein, the Company shall indemnify such Person against expenses (including counsel fees) actually and reasonably incurred by such Person in connection therewith. Any other indemnification under Section 12.1 shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the Manager, officer or Member, employee or agent is permissible in the circumstances because such Person has met the applicable standard of conduct. Such determination may be made by (a) the Manager, if not a party to such action, suit or proceeding or (b) a Majority-In-Interest of the Members who are not at the time a party to such action, suit or proceeding.

12.3 Reliance on Information. For purposes of any determination under Section 12.1, a Person shall be deemed to have acted in good faith and to have otherwise met the applicable standard of conduct set forth in Section 12.1 if the action is based on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by (a) the Manager or one or more Members, officers or employees of the Company or another enterprise whom the Person reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, appraisers or other persons as to matters reasonably believed to be within such person's professional or expert competence; or (c) the board of directors or other governing body of another enterprise. The term "another enterprise" as used in this Section shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such Person is or was serving at the request of the Company as a director, officer, partner, manager, member, trustee, employee or agent. The provisions of this Section shall not be deemed to be exclusive or to limit in any way the circumstances in which a Person may be deemed to have met the applicable standard of conduct set forth in Section 12.1.

12.4 Advancement of Expenses. Expenses incurred in connection with any civil or criminal action, suit or proceeding may be paid for or reimbursed by the Company in advance of the final disposition of such action, suit or proceeding, as authorized in the specific case in the same manner described in Section 12.2, upon receipt of a written affirmation of the Manager,

Member, officer, employee or agent's good faith belief that such Person has met the standard of conduct described in Section 12.1 and upon receipt of a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that such Person did not meet the standard of conduct, and a determination is made that the facts then known to those making the determination shall not preclude indemnification under this Article.

12.5 Non-Exclusive Provisions; Vesting. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a Person seeking indemnification may be entitled. The right of any Person to indemnification under this Article shall vest at the time of occurrence or performance of any event, act or omission giving rise to any action, suit or proceeding of the nature referred to in Section 12.1 and, once vested, shall not later be impaired as a result of any amendment, repeal, alteration or other modification of any or all of these provisions.

ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 Entire Agreement. This Agreement and the Articles represent the entire agreement among the Members with respect to the subject matter hereof.

13.2 Amendment or Modification of this Agreement. This Agreement may be amended or modified from time to time only by a written instrument signed by a Majority-In-Interest of the Members; provided, however, that any amendment (a) that would impose additional liability on any Member or (b) that would affect any Member's rights to Profits, Losses or Distributions shall require the approval of such Member.

13.3 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership or a limited partnership. The Members do not intend to be partners to one another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

13.4 Rights of Creditors and Third Parties under this Agreement. This Agreement is entered into by the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

13.5 Tax Treatment. Pursuant to Treasury Regulation § 301.7701-3(b)(1)(i), the Company will be a partnership for federal income tax purposes.

13.6 Notice. All notices required or permitted by this Agreement shall be in writing. Notice to a Member or Assignee shall be given or personally delivered to the Member or Assignee at the address reflected in the Company's records unless such Member or Assignee has notified the Company in writing of a different address. Notice shall be deemed given two (2) calendar days

after being deposited in the United States mail with proper postage or delivered to a nationally recognized delivery service with all charges prepaid.

13.7 Illinois Law Controlling. The laws of the State of Illinois, including the Act, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

13.8 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

13.9 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors and assigns.

13.10 Counterparts. This Agreement may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of a pdf file containing an executed signature page) in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.11 No Partition. Notwithstanding any other provision hereof or of any governing law, no Member shall have the right of partition with respect to any property of the Company during the term hereof; nor shall any Member make application to any court or authority having jurisdiction in the matter, or otherwise commence or prosecute any action or proceeding for partition of Company property or the sale thereof. Upon any breach of the provision of this paragraph, the Company and each other Member, in addition to any other rights or remedies which they have at law or in equity, shall be entitled to a decree or other order restraining and enjoining any such application, action or proceeding.

13.12 CONSENT TO JURISDICTION. NOTWITHSTANDING THE FOREGOING, THE PARTIES HERETO IRREVOCABLY: (i) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING RELATING TO THIS AGREEMENT MAY BE BROUGHT IN THE CIRCUIT COURT OR FEDERAL DISTRICT COURT OF THE STATE OF ILLINOIS, COUNTY OF LAKE; (ii) CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; (iii) WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS; AND (iv) AGREE TO JOIN IN ANY PETITION FOR REMOVAL TO ANY OF SUCH COURTS.

[Signatures on following page]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the undersigned Members as of the date first above written.

COMMON MEMBERS

FLAHERTY CAPITAL INVESTORS IV, LLC,
an Indiana limited liability company

By: _____
Robert B. Flaherty,
Chief Operating Officer

Julie Collier

P. Christopher Kirles

Michael Collins

Derek Hammond

Brandon Bogan

SPECIAL MEMBER

VILLAGE OF MUNDELEIN,
an Illinois home rule municipal corporation

By: _____

SCHEDULE A

<u>Common Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Flaherty Capital Investors IV, LLC, an Indiana limited liability company	\$800	200
Julie Collier	\$100	100
P. Christopher Kirles	\$35	35
Derek Hammond	\$20	20
Michael Collins	\$35	35
Brandon Bogan	\$10	10

<u>Special Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Village of Mundelein, Illinois	[\$2,129,414]	NA

Exhibit A

Land

To: Mayor and Board of Trustees

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

For: Village Board Meeting of March 24, 2025

Subject: Governing Body-AT&T

Financial Impact:

\$290.00 - 100-301-46499.000 - Professional Services
\$1,759.59 - 100-301-47310.000 - Ameritech Charges
\$206.24 - 100-321-47310.000 - Ameritech Charges
\$646.21 - 100-325-47310.000 - Ameritech Charges

Attachments:

1. GOVERNING BODY ATT 032425

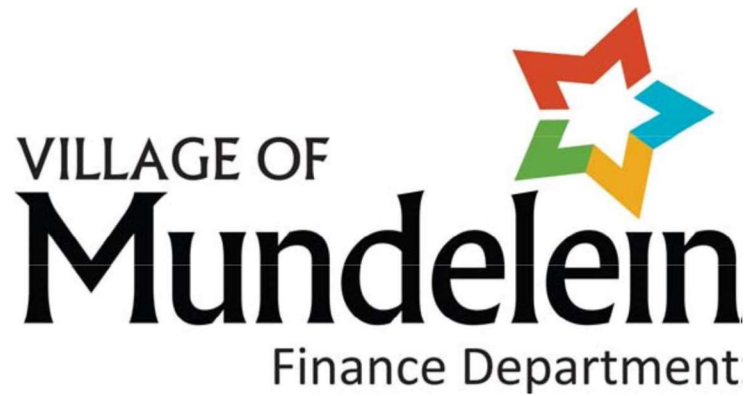
Background:

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 03/24/2025.

DATE	VENDOR	AMOUNT
03/24/2025	AT&T	\$2,902.04



GOVERNING BODY

DISBURSEMENTS REPORT – AT&T

MARCH 24, 2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

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 PO Number Post Date
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8475667385-0225

0000022006	AT&T EMERGENCY PHONES X 3 & FAX LINE IN EOC 100-321-47310.000	02/22/2025 VJANKOWSKI AMERITECH CHARGES		206.24 206.24	0.00	Paid	Y 03/24/2025
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8479709606-0325

0000022245	AT&T ATT - EOC LANDLINES 100-325-47310.000	03/01/2025 VJANKOWSKI AMERITECH CHARGES		646.21 646.21	0.00	Paid	Y 03/24/2025
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847R180435-0225

0000022259	AT&T AT&T Phone Charges - Inter-Distance 100-301-47310.000	02/28/2025 VJANKOWSKI AMERITECH CHARGES		1,759.59 1,759.59	0.00	Paid	Y 13685 03/24/2025
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552632

0000022266	AT&T TIMING ADVANCE 100-301-46499.000	02/26/2025 VJANKOWSKI PROFESSIONAL SERVICES		290.00 290.00	0.00	Paid	Y 03/24/2025
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of Invoices: 4 # Due: 0
of Credit Memos: 0 # Due: 0
Net of Invoices and Credit Memos:

Totals:	2,902.04	0.00
Totals:	0.00	0.00
	2,902.04	0.00

--- TOTALS BY GL BANK ---

POOL	2,902.04
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--- TOTALS BY GL DISTRIBUTIONS ---

100-301-46499.000	290.00
100-301-47310.000	1,759.59
100-321-47310.000	206.24
100-325-47310.000	646.21

--- TOTALS BY FUND ---

100 CORPORATE	2,902.04	0.00
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--- TOTALS BY DEPT/ACTIVITY ---

301 POLICE - ADMINISTRATION	2,049.59	0.00
321 FIRE - ADMINISTRATION	206.24	0.00
325 FIRE - EMERGENCY DISASTER	646.21	0.00

To: Mayor and Board of Trustees

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

For: Village Board Meeting of March 24, 2025

Subject: Governing Body

Financial Impact:

\$1,453,177.45

Attachments:

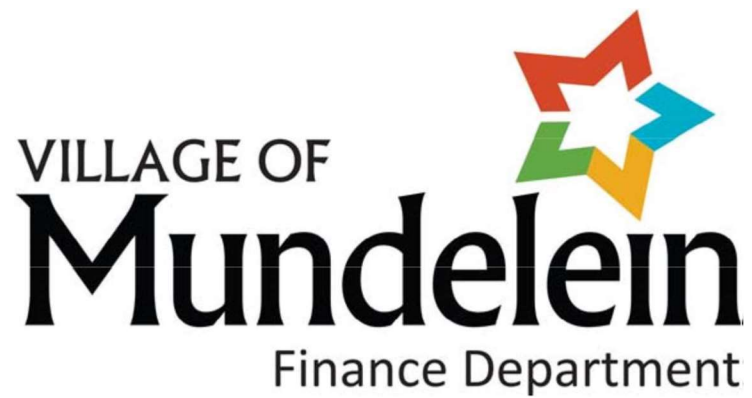
1. GOVERNING BODY 032425

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 March 11, 2025 and ending March 24, 2025 in the amount of \$1,453,177.45.



GOVERNING BODY

DISBURSEMENTS REPORT

MARCH 24, 2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

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 FEB 2025 0000022088	BANKCARD PROCESSING CTR CREDIT CARD FEBRUARY 2025 100-000-25100.000	02/26/2025 VJANKOWSKI CREDIT CARD PAYABLE		15,277.97 15,277.97	0.00	Paid	Y 03/20/2025	
202408 0000021332	T.P.I. PLAN REVIEW FEES RELATED TO FLAHERTY AND VJANKOWSKI 630-000-27770.000	08/31/2024 CONC 2022-001 FLAHERTY		26,976.38 26,976.38	0.00	Paid	Y 03/24/2025	25-00045
W336705 0000021524	CORE & MAIN LP GATE VALVE REPLACEMENT ON PLEASURE DRIVE RPETERSON 500-462-47563.000	01/24/2025 MT MTLS WATERMAINS		5,347.73 5,347.73	0.00	Paid	Y 03/24/2025	25-00028
20250104119 0000021592	IL STATE POLICE REPLENISH FINGERPRINT BACKGROUND CHECK F VJANKOWSKI 100-304-46999.000	01/31/2025 MISC OTHER SERVICES		1,268.75 1,268.75	0.00	Paid	Y 03/24/2025	
25021902 0000021773	PRECISION LANGUAGE & GRAPHICS, INC. TRANSLATION SPANISH FOR MUNDELEIN NEWCOM VJANKOWSKI 100-204-46998.000	02/19/2025 GENERAL MARKETING		633.27 633.27	0.00	Paid	Y 03/24/2025	
4485.039-1 0000021778	GEWALT HAMILTON ASSOC INC PROFESSIONAL DESIGN ENGINEERING SERVICES VJANKOWSKI 341-265-48799.000	02/17/2025 OTHER INFRASTRUCTURE IMPR		2,095.50 2,095.50	0.00	Paid	Y 03/24/2025	25-00064
S2466627.001 0000021801	WILLOW ELECTRICAL SUPPLY REPLACEMENT STREET LIGHT FIXTURES 100-420-47549.000	02/21/2025 VJANKOWSKI MT MTLS STREET LITES		6,103.13 6,103.13	0.00	Paid	Y 03/24/2025	25-00068
S2466633.001 0000021802	WILLOW ELECTRICAL SUPPLY REPLACEMENT STREET LIGHT POLES 100-420-47549.000	02/21/2025 VJANKOWSKI MT MTLS STREET LITES		9,950.70 9,950.70	0.00	Paid	Y 03/24/2025	25-00069

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
173903 0000021824	ZUKOWSKI ROGERS FLOOD MCARDLE Legal Fees - January 2025 - Dream Clean VJANKOWSKI 100-240-46404.000	01/31/2025 SPECIAL COUNSEL		162.50 162.50	0.00	Paid	Y 03/24/2025
173898 0000021830	ZUKOWSKI ROGERS FLOOD MCARDLE Legal Fees - January 2025 - Beelow Annex VJANKOWSKI 100-240-46404.000	01/31/2025 SPECIAL COUNSEL		200.00 200.00	0.00	Paid	Y 03/24/2025
173897 0000021832	ZUKOWSKI ROGERS FLOOD MCARDLE LEGAL FEES - JANUARY 2025 - GENERAL CORP VJANKOWSKI 100-240-46401.000	02/22/2025 CORPORATE COUNSEL		9,250.00 9,250.00	0.00	Paid	Y 25-00058 03/24/2025
173900 0000021833	ZUKOWSKI ROGERS FLOOD MCARDLE LEGAL FEES - JANUARY 2025 - LABOR - PERS VJANKOWSKI 100-240-46404.000	02/22/2025 SPECIAL COUNSEL		3,550.00 3,550.00	0.00	Paid	Y 25-00059 03/24/2025
S2505173.001 0000021846	WILLOW ELECTRICAL SUPPLY LIGHTS FOR PW AND CLAMPS FOR WATER METER VJANKOWSKI 500-463-47560.000 500-463-47560.000 100-420-47510.000	02/21/2025 MT MTLS METERS MT MTLS METERS MT MTLS BLDGS & GROUNDS		551.36 39.96 71.40 440.00	0.00	Paid	Y 03/24/2025
P32716 0000021884	MACQUEEN EQUIPMENT LLC CS E12 FOAM VALVE 100-430-47535.000	02/25/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		1,489.06 1,489.06	0.00	Paid	Y 03/24/2025
W416973 0000021885	CORE & MAIN LP RESTOCK OF WATER MAIN MATERIALS 500-462-47563.000	02/10/2025 VJANKOWSKI MT MTLS WATERMAINS		3,490.10 3,490.10	0.00	Paid	Y 25-00071 03/24/2025
2025 MBRSHIP DUE 0000021903	LCTA 2025 MEMBERSHIP DUES - LCTA 100-203-46305.000	02/20/2025 VJANKOWSKI PROFESSIONAL DUES		1,170.00 1,170.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
BEO/CHECK 1639 0000021904	DOUBLETREE BY HILTON EDC BUSINESS APPRECIATION BREAKFAST - VE VJANKOWSKI 100-102-46340.000	02/26/2025 CONV/SCHOOLS/MTGS		24.40 24.40	0.00	Paid	Y 03/24/2025
5505870 0000021906	MONROE TRUCK EQUIPMNT INC TRUCK 702 VMUC SERVICE KIT 100-430-47528.000	02/20/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		271.48 271.48	0.00	Paid	Y 03/24/2025
9312248029 0000021907	LAWSON PRODUCTS, INC. PAINT SUPPLIES 100-430-47070.000	02/20/2025 VJANKOWSKI TOOLS/SUPPLIES		54.91 54.91	0.00	Paid	Y 03/24/2025
P02076 0000021908	JOE JOHNSON EQUIPMENT LLC VAC 553 CAN BUS SPLITTER 500-452-47525.000	02/21/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		308.55 308.55	0.00	Paid	Y 03/24/2025
280827 0000021911	EL-COR INDUSTRIES, INC. RESTOCK OF NUTS AND BOLTS 500-462-47599.000	02/26/2025 VJANKOWSKI MISC MAINT MATERIALS		785.04 785.04	0.00	Paid	Y 03/24/2025
9600158493 0000021914	LAWSON PRODUCTS, INC. CREDIT 100-430-47526.000	02/26/2025 VJANKOWSKI MT MTLS DUMP TRUCKS		(39.00) (39.00)	0.00	Paid	Y 03/24/2025
123668814 0000021915	FLEETPRIDE HEAVY DUTY PARTS & SRVC CS E19 V BAND CLAMP 100-430-47535.000	02/21/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		32.29 32.29	0.00	Paid	Y 03/24/2025
544219 0000021916	RILCO, INC. BULK ENGINE OIL 100-430-47080.000	01/14/2025 VJANKOWSKI CHEMICAL SUPPLIES		1,912.63 1,912.63	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
P32749 0000021918	MACQUEEN EQUIPMENT LLC ENG 317 DISCHARGE GAUGE 100-430-47523.000	02/27/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		171.14 171.14	0.00	Paid	Y 03/24/2025
43882 0000021919	M. E. SIMPSON CO. INC. LEAK DETECTION 500-462-46691.000	01/31/2025 VJANKOWSKI MT PUMP STATIONS		695.00 695.00	0.00	Paid	Y 03/24/2025
PS-INV039275 0000021922	CUTLER WORKWEAR CLOTHING ALLOWANCE-K KLUGE 100-281-47120.000	10/15/2024 VJANKOWSKI CLOTHING ALLOWANCE		137.69 137.69	0.00	Paid	Y 03/24/2025
187243 0000021925	P.F.PETTIBONE & CO. Minute Book Cover - 2025, 2026, & 2027 100-111-47015.000	02/27/2025 VJANKOWSKI OFFICE SUPPLIES		484.95 484.95	0.00	Paid	Y 03/24/2025
86247/6 0000021938	ACE HARDWARE OF LIBERTYVILLE FS1 GEN HOSE 100-321-47530.000	02/10/2025 VJANKOWSKI MT MTLS OTHER EQUIPMENT		38.69 38.69	0.00	Paid	Y 03/24/2025
280816 0000021940	BRAD MANNING FORD INC SQUAD 11 SEAT BACK 100-430-47524.000	02/27/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		132.56 132.56	0.00	Paid	Y 03/24/2025
280810 0000021941	BRAD MANNING FORD INC SQUAD 7 BRAKES 100-430-47524.000	02/27/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		603.68 603.68	0.00	Paid	Y 03/24/2025
PPP-36761 0000021942	PROMOTIONAL PRODUCTS CO-OP LLC WSD T-SHIRTS 100-303-46372.000 100-303-46372.000 100-301-46910.000	02/27/2025 VJANKOWSKI PREVENTION EDUCATION MTLS PREVENTION EDUCATION MTLS FREIGHT		698.45 633.45 25.00 40.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
FOCS152680 0000021945	BRAD MANNING FORD INC SQUAD 5 STRUT REPLACEMENT 100-430-46644.000	02/27/2025 VJANKOWSKI MT PATROL VEHICLES		1,744.04 1,744.04	0.00	Paid	Y 03/24/2025
711842 0000021946	MEADE, INC. MONTHLY TRAFFIC SIGNAL MAINTENANCE 100-441-46671.000	02/28/2025 VJANKOWSKI MT TRAFFIC SIGNALS		385.66 385.66	0.00	Paid	Y 03/24/2025
086355/6 0000021947	ACE HARDWARE OF LIBERTYVILLE REPLACEMENT HOSE FOR WATER TRUCK 100-441-47070.000	02/28/2025 VJANKOWSKI TOOLS/SUPPLIES		8.60 8.60	0.00	Paid	Y 03/24/2025
086356/6 0000021948	ACE HARDWARE OF LIBERTYVILLE BATTERIES 100-430-47070.000	02/28/2025 VJANKOWSKI TOOLS/SUPPLIES		14.39 14.39	0.00	Paid	Y 03/24/2025
WI-18579 0000021949	FIRE SERVICE INC ENGINE 311 DOOR SWITCHES 100-430-47523.000	02/28/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		293.61 293.61	0.00	Paid	Y 03/24/2025
086361/6 0000021950	ACE HARDWARE OF LIBERTYVILLE PARTS FOR VH FRONT DESK 100-420-47510.000	02/28/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		6.00 6.00	0.00	Paid	Y 03/24/2025
086362/6 0000021951	ACE HARDWARE OF LIBERTYVILLE FUEL FOR SHOP CLEANING 100-430-47440.000	02/28/2025 VJANKOWSKI GASOLINE		40.42 40.42	0.00	Paid	Y 03/24/2025
280971 0000021952	BRAD MANNING FORD INC SQUAD 32 LUGNUTS 100-430-47524.000	02/28/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		105.00 105.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

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
39704 0000021953	SENTINEL EMERGENCY SOLUTIONS CS E12 DOME LIGHTS 100-430-47535.000	02/28/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		222.18 222.18	0.00	Paid	Y 03/24/2025	
1561 0000021954	DIGICOM INSTALLATIONS REPAIRS TO ALERTING BOARDS IN BASEMENT O 100-323-47351.000	02/28/2025 VJANKOWSKI RADIO SERVICING		524.00 524.00	0.00	Paid	Y 03/24/2025	
W532571 0000021955	CORE & MAIN LP RESTOCK OF WATER MAIN MATERIALS 500-462-47563.000	02/28/2025 VJANKOWSKI MT MTLS WATERMAINS		1,384.31 1,384.31	0.00	Paid	Y 03/24/2025	
80188210 0000021956	BADGER METER, INC. FEBRUARY HOSTING 500-463-47560.000	02/28/2025 VJANKOWSKI MT MTLS METERS		453.60 453.60	0.00	Paid	Y 03/24/2025	
P80658123 0000021957	BATTERIES PLUS LLC BATTERIES FOR UPS UNITS 500-462-47510.000	02/28/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		340.00 340.00	0.00	Paid	Y 03/24/2025	
8104 0000021958	MUNICIPAL GIS PARTNERS, INC GIS STAFFING SERVICES. BOARD APPROVED J 500-461-46410.000 100-440-46410.000 500-451-46410.000	02/28/2025 VJANKOWSKI CONSULTING SERVICES CONSULTING SERVICES CONSULTING SERVICES		12,022.24 4,809.24 2,404.00 4,809.00	0.00	Paid	Y 03/24/2025	13821
22091 0000021959	RITTER GIS INC FY25 ASSET MANAGEMENT/CITYWORKS 500-461-46415.000 100-410-46415.000	03/03/2025 SUPPORT VJANKOWSKI COMPUTER SOFTWARE SUPPORT COMPUTER SOFTWARE SUPPORT		2,460.00 2,000.00 460.00	0.00	Paid	Y 03/24/2025	13642
46624925 0000021960	FIRST-CITIZENS BANK & TRUST COPIER 100-410-46613.000	02/28/2025 VJANKOWSKI MT COPIERS		250.02 250.02	0.00	Paid	Y 03/24/2025	

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
25107 0000021964	KTR MEDIA GROUP, LTD RECORDING OF FEBRUARY 2025 BOARD MEETING VJANKOWSKI 100-111-46499.000	02/28/2025 PROFESSIONAL SERVICES		450.00 450.00	0.00	Paid	Y 03/24/2025
143896 0000021965	HERITAGE TITLE CO MINUTES OF DEMOLITION FOR 516 N SEYMOUR VJANKOWSKI 100-240-46404.000	02/21/2025 SPECIAL COUNSEL		750.00 750.00	0.00	Paid	Y 03/24/2025
25108 0000021966	KTR MEDIA GROUP, LTD VIDEOGRAPHY FOR EDC BUSINESS APPRECIATIO VJANKOWSKI 100-102-46340.000	02/28/2025 CONV/SCHOOLS/MTGS		1,400.00 1,400.00	0.00	Paid	Y 03/24/2025
257352 0000021967	GLMV CHAMBER OF COMMERCE 2025 ANNUAL GLMV CHAMBER DUES 100-111-46305.000	03/01/2025 VJANKOWSKI PROFESSIONAL DUES		1,650.00 1,650.00	0.00	Paid	Y 03/24/2025
7701742000-1224 0000021968	COMED 500 N DUNBAR ENERGY CHARGES DEC 2024 VJANKOWSKI 100-441-47420.000	02/24/2025 ELECTRIC LIGHT/POWER		9,446.35 9,446.35	0.00	Paid	Y 03/24/2025
326316 0000021969	PADDOCK PUBLICATIONS INC. PUBLIC NOTICE - VILLAGE ZONING MAP 2025 VJANKOWSKI 100-203-46901.000	03/03/2025 ADVERTISING		57.50 57.50	0.00	Paid	Y 03/24/2025
411946 0000021970	KINNUCAN COMPANY SNOW AND ICE CONTROL SERVICES - ZONE 9. VJANKOWSKI 100-441-46670.000	03/03/2025 MT ALL STREETS		339.68 339.68	0.00	Paid	Y 14071 03/24/2025
411947 0000021971	KINNUCAN COMPANY SNOW AND ICE CONTROL SERVICES - ZONE 9. VJANKOWSKI 100-441-46670.000	03/03/2025 MT ALL STREETS		3,900.38 3,900.38	0.00	Paid	Y 14071 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

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
86370/6 0000021972	ACE HARDWARE OF LIBERTYVILLE UPTOWN WW SUPPLIES 500-452-47510.000	03/03/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		32.36 32.36	0.00	Paid	Y 03/24/2025	
411948 0000021973	KINNUCAN COMPANY SNOW AND ICE CONTROL SERVICES - 100-441-46670.000	03/03/2025 VJANKOWSKI MT ALL STREETS		3,900.38 3,900.38	0.00	Paid	Y 03/24/2025	14071
17866 0000021974	A-LAMP CONCRETE CONTRACT WITH A LAMP CONCRETE 520-466-48760.000	02/27/2025 CONTRACTOR VJANKOWSKI WATERMAINS		778,346.99 778,346.99	0.00	Paid	Y 03/24/2025	13665
257205330 0000021975	PACE ANALYTICAL SERVICES FEBRUARY EPA SAMPLES 500-462-46450.000	02/28/2025 VJANKOWSKI CHEMICAL ANALYSIS		960.00 960.00	0.00	Paid	Y 03/24/2025	
412059 0000021976	KINNUCAN COMPANY SNOW AND ICE CONTROL SERVICES - 100-441-46670.000	03/03/2025 VJANKOWSKI MT ALL STREETS		3,900.38 3,900.38	0.00	Paid	Y 03/24/2025	14071
412060 0000021977	KINNUCAN COMPANY SNOW AND ICE CONTROL SERVICES - 100-441-46670.000	03/03/2025 VJANKOWSKI MT ALL STREETS		339.68 339.68	0.00	Paid	Y 03/24/2025	14071
PPP-36769 0000021978	PROMOTIONAL PRODUCTS CO-OP LLC Giveaway Items 100-204-46998.000 100-204-46998.000 100-204-46998.000 100-204-46998.000 100-204-46998.000 100-204-46998.000 100-204-46998.000	02/28/2025 VJANKOWSKI Black 20 oz Thermal Tumbler Zara 14 oz Stainless Steel Mug Roll Up Picnic Blanket Sweatshirt Blanket Deluxe 6 Pack Cooler Bag Set Up Charges Shipping Charges		3,253.59 652.50 377.50 466.25 830.00 497.50 80.00 349.84	0.00	Paid	Y 03/24/2025	25-00081

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
086377/6 0000021979	ACE HARDWARE OF LIBERTYVILLE SPRAY PAINT 100-430-47070.000	03/03/2025 VJANKOWSKI TOOLS/SUPPLIES		15.46 15.46	0.00	Paid	Y 03/24/2025
280816-1 0000021980	BRAD MANNING FORD INC SQUAD 11 SEAT COVER 100-430-47524.000	03/03/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		330.02 330.02	0.00	Paid	Y 03/24/2025
IN875391 0000021981	NORTH AMERICAN RESCUE, LLC CHEST SEAL 100-305-47999.000	02/21/2025 VJANKOWSKI OTHER COMMODITIES		1,220.00 1,220.00	0.00	Paid	Y 03/24/2025
W439622 0000021982	CORE & MAIN LP RESTOCK OF WATER MAIN MATERIALS 500-462-47563.000	02/13/2025 VJANKOWSKI MT MTLS WATERMAINS		292.00 292.00	0.00	Paid	Y 03/24/2025
P02132 0000021983	JOE JOHNSON EQUIP LLC-DBA STANDARD VAC 549 HOSE REEL LATCH 500-452-47525.000	02/26/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		115.96 115.96	0.00	Paid	Y 03/24/2025
413025912001 0000021984	ODP BUSINESS SOLUTIONS, LLC RETURN VILLAGE HALL OFFICE SUPPLIES 100-201-47015.000	02/24/2025 VJANKOWSKI OFFICE SUPPLIES		(59.59) (59.59)	0.00	Paid	Y 03/24/2025
145131 0000021985	PARTNERS & PAWS VET SRVCS, LLC RANGER VET BILL 100-305-47099.000	01/22/2025 VJANKOWSKI MISC SUPPLIES		405.72 405.72	0.00	Paid	Y 03/24/2025
74973557 0000021987	TERMINIX ANDERSON PEST CONTROL VH 100-420-46620.000	03/02/2025 VJANKOWSKI MT BUILDING & GROUNDS		66.95 66.95	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
9500300224 0000021988	LAWSON PRODUCTS, INC. CREDIT 100-430-47070.000	03/03/2025 VJANKOWSKI TOOLS/SUPPLIES		(25.29) (25.29)	0.00	Paid	Y 03/24/2025
1XRX-434N-CPDW 0000021989	AMAZON CAPITAL SERVICES, INC. CORK BOARDS FOR KENNEL 100-303-47099.000	03/03/2025 VJANKOWSKI MISC SUPPLIES		72.18 72.18	0.00	Paid	Y 03/24/2025
851587782 0000021990	THOMSON REUTERS 2024 - 2025 BACKGROUND CHECKS 100-304-46999.000 100-105-46999.000	03/01/2025 VJANKOWSKI MISC OTHER SERVICES MISC OTHER SERVICES		299.73 149.86 149.87	0.00	Paid	Y 13823 03/24/2025
27660 0000021991	T.O.P.S. IN DOG TRAINING K9 MAINTENANCE FOR RANGER AND COLLAR 100-305-47099.000	02/01/2025 VJANKOWSKI MISC SUPPLIES		439.75 439.75	0.00	Paid	Y 03/24/2025
74972218 0000021992	TERMINIX ANDERSON PEST CONTROL AT ST 2 100-321-46620.000	03/02/2025 VJANKOWSKI MT BUILDING & GROUNDS		50.70 50.70	0.00	Paid	Y 03/24/2025
74972216 0000021993	TERMINIX ANDERSON PEST CONTROL - ST 1 100-321-46620.000	03/02/2025 VJANKOWSKI MT BUILDING & GROUNDS		79.80 79.80	0.00	Paid	Y 03/24/2025
217907 0000021995	AIR ONE EQUIPMENT INC SINGLE DROP KEY FOR VEHICLES 100-323-47070.000	03/04/2025 VJANKOWSKI TOOLS/SUPPLIES		55.00 55.00	0.00	Paid	Y 03/24/2025
9594522354 0000021996	T-MOBILE USA, INC. TIMING ADVANCE 100-301-46499.000	02/05/2025 VJANKOWSKI PROFESSIONAL SERVICES		50.00 50.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
430036780 0000021997	LAKE COUNTY TREASURER QUARTERLY TRAFFIC SIGNAL MAINTENANCE 100-441-46671.000	03/03/2025 VJANKOWSKI MT TRAFFIC SIGNALS		2,688.67 2,688.67	0.00	Paid	Y 25-00083 03/24/2025
86381/6 0000021998	ACE HARDWARE OF LIBERTYVILLE TRUCK 437 CAPS 100-430-47526.000	03/04/2025 VJANKOWSKI MT MTLs DUMP TRUCKS		8.60 8.60	0.00	Paid	Y 03/24/2025
112P283643 0000022000	CIT TRUCKS LLC ENGINE 311 GRID HEATER 100-430-47523.000	03/04/2025 VJANKOWSKI MT MTLs FIRE APPARATUS		533.67 533.67	0.00	Paid	Y 03/24/2025
1MXM-C6WM-6YG1 0000022001	AMAZON CAPITAL SERVICES, INC. USB STICK 100-430-47070.000	03/04/2025 VJANKOWSKI TOOLS/SUPPLIES		11.99 11.99	0.00	Paid	Y 03/24/2025
1HXV-63V4-6JGF 0000022002	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES COFFEE 500-461-47015.000	03/04/2025 VJANKOWSKI OFFICE SUPPLIES		162.96 162.96	0.00	Paid	Y 03/24/2025
1RMX-DXPJ-96HH 0000022003	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES 500-453-47015.000	03/04/2025 VJANKOWSKI OFFICE SUPPLIES		14.98 14.98	0.00	Paid	Y 03/24/2025
25-51525 0000022005	METRO PARAMEDIC SERVICES YEAR 3 OF 3 YEAR CONTRACT FOR 4 100-323-46417.000	03/08/2025 VJANKOWSKI CONTRACTUAL FF/PARAMEDICS		38,441.12 38,441.12	0.00	Paid	Y 13659 03/24/2025
48187955 0000022007	LINDE GAS & EQUIPMENT INC O2 TANK RENTAL - ST 1 100-324-47040.000	02/22/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		100.16 100.16	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
48187956 0000022008	LINDE GAS & EQUIPMENT INC O2 TANK RENTAL FEE - ST 2 100-324-47040.000	02/22/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		31.21 31.21	0.00	Paid	Y 03/24/2025
5140591 0000022009	LIBERTYVILLE LINCOLN SALES INC TRUCK 57 TPMS SENSOR 100-430-47521.000	02/13/2025 VJANKOWSKI MT MTLS INSP VEHICLES		66.90 66.90	0.00	Paid	Y 03/24/2025
5140646 0000022010	LIBERTYVILLE LINCOLN SALES INC SQUAD 5 AXLE SHAFT 100-430-47524.000	02/17/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		135.54 135.54	0.00	Paid	Y 03/24/2025
5140657 0000022011	LIBERTYVILLE LINCOLN SALES INC SQUAD 7 TPMS SENSOR 100-430-47524.000	02/17/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		66.90 66.90	0.00	Paid	Y 03/24/2025
5140709 0000022012	LIBERTYVILLE LINCOLN SALES INC TRUCK & IGNITION BOOTS 100-430-47521.000	02/20/2025 VJANKOWSKI MT MTLS INSP VEHICLES		69.60 69.60	0.00	Paid	Y 03/24/2025
5140710 0000022013	LIBERTYVILLE LINCOLN SALES INC VAN 105 BLOWER MOTOR 500-462-47527.000	02/20/2025 VJANKOWSKI MT MTLS UTILITY VANS		151.27 151.27	0.00	Paid	Y 03/24/2025
5140725 0000022014	LIBERTYVILLE LINCOLN SALES INC TRUCK 57 COOLANT LEAK 100-430-47521.000	02/20/2025 VJANKOWSKI MT MTLS INSP VEHICLES		178.12 178.12	0.00	Paid	Y 03/24/2025
1472770 0000022019	COMPASS MINERALS AMERICA FY25 BULK ROCK SALT PURCHASE, JOINT BID 100-441-47541.000 100-441-47541.000	03/04/2025 VJANKOWSKI MT MTLS SALT MT MTLS SALT		11,231.62 11,224.43 7.19	0.00	Paid	Y 14327 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
1HXV-63V4-7PNK 0000022022	AMAZON CAPITAL SERVICES, INC. VETERANS DINNER GIVEAWAYS 100-303-46372.000	03/04/2025 VJANKOWSKI PREVENTION EDUCATION MTLs		390.37 390.37	0.00	Paid	Y 03/24/2025
022725-HASENBUS 0000022023	ANTHONY EDWARD BERTRAM WELLNESS CHECK HASENBUSH 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-PALENIK 0000022024	ANTHONY EDWARD BERTRAM WELLNESS CHECK PALENIK 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-CARDENAS 0000022025	ANTHONY EDWARD BERTRAM WELLNESS CHECK CARDENAS 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-TORRES 0000022026	ANTHONY EDWARD BERTRAM WELLNESS CHECK TORRES 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-JORDAN 0000022027	ANTHONY EDWARD BERTRAM WELLNESS CHECK JORDAN 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-WITT 0000022028	ANTHONY EDWARD BERTRAM WELLNESS CHECK WITT 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-DOWNEN 0000022029	ANTHONY EDWARD BERTRAM WELLNESS CHECK DOWNEN 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
022725-WHITTLEY 0000022030	ANTHONY EDWARD BERTRAM WELLNESS CHECK WHITTNEY 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-PETERSON 0000022031	ANTHONY EDWARD BERTRAM WELLNESS CHECK PETERSON 100-301-46499.000	03/04/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-LOGARTA 0000022032	ANTHONY EDWARD BERTRAM WELLNESS CHECK LOGARTA 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-DEVORE 0000022033	ANTHONY EDWARD BERTRAM WELLNESS CHECK DEVORE 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-KORENIK 0000022034	ANTHONY EDWARD BERTRAM WELLNESS CHECK KORINEK 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-MCCOURT 0000022035	ANTHONY EDWARD BERTRAM WELLNESS CHECK - MCCOURT 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-CHAVARRI 0000022036	ANTHONY EDWARD BERTRAM WELLNESS CHECK CHAVARRIA 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-HARRIS 0000022037	ANTHONY EDWARD BERTRAM WELLNESS CHECK HARRIS 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
022725-ANDERSON 0000022038	ANTHONY EDWARD BERTRAM WELLNESS CHECK - ANDERSON, JAKOB 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
022725-THURMAN 0000022039	ANTHONY EDWARD BERTRAM WELLNESS CHECK THURMAN 100-301-46499.000	02/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		75.00 75.00	0.00	Paid	Y 03/24/2025
CK-STADLER 0228 0000022041	KURT STADLER DRONE CERTIFICATION REIMBURSEMENT - STAD VJANKOWSKI 100-301-46499.000	02/28/2025 PROFESSIONAL SERVICES		175.00 175.00	0.00	Paid	Y 03/24/2025
CK-SERVIN 03032 0000022042	JUAN SERVIN DRONE CERTIFICATION REIMBURSEMENT - SERV VJANKOWSKI 100-301-46499.000	03/03/2025 PROFESSIONAL SERVICES		175.00 175.00	0.00	Paid	Y 03/24/2025
CK-ANDERSON-030 0000022043	ANDERSON, ERIK DRONE CERTIFICATION REIMBURSEMENT - ANDE VJANKOWSKI 100-301-46499.000	03/03/2025 PROFESSIONAL SERVICES		175.00 175.00	0.00	Paid	Y 03/24/2025
143456 0000022044	J.G. UNIFORMS, INC UNIFORM ITEMS FOR A NEWLY HIRED POLICE O VJANKOWSKI 100-305-47120.000	02/28/2025 CLOTHING ALLOWANCE		79.35 79.35	0.00	Paid	Y 14422 03/24/2025
29940 0000022047	MENARD, INC WWTP SUPLIES 500-453-47030.000	03/02/2025 VJANKOWSKI JANITORIAL SUPPLIES		42.89 42.89	0.00	Paid	Y 03/24/2025
209177 0000022050	SUPERIOR INDUSTRY SUPPLY WWTP SUPPLIES 500-453-47030.000	11/07/2024 VJANKOWSKI JANITORIAL SUPPLIES		191.64 191.64	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
PS-INV045346 0000022055	CUTLER WORKWEAR JOSH BOOTS 500-461-47120.000	03/05/2025 VJANKOWSKI CLOTHING ALLOWANCE		250.00 250.00	0.00	Paid	Y 03/24/2025
PS-INV045347 0000022056	CUTLER WORKWEAR CLOTHING ALLOWANCE 500-452-47120.000	03/05/2025 VJANKOWSKI CLOTHING ALLOWANCE		225.00 225.00	0.00	Paid	Y 03/24/2025
PS-CR105485 0000022057	CUTLER WORKWEAR JOSH BOOTS CREDIT 500-451-47120.000	03/05/2025 VJANKOWSKI CLOTHING ALLOWANCE		250.00 250.00	0.00	Paid	Y 03/24/2025
24703 0000022060	ASSOCIATED GRAPHICS GROUP LPA GIVEAWAYS 100-303-46372.000	10/28/2024 VJANKOWSKI PREVENTION EDUCATION MTLs		1,305.50 1,305.50	0.00	Paid	Y 03/24/2025
P80783466 0000022064	BATTERIES PLUS LLC BATTERIES FOR LS 500-452-47571.000	03/05/2025 VJANKOWSKI MT MTLs LIFT STATIONS		224.20 224.20	0.00	Paid	Y 03/24/2025
1WN3-QJQP-7VLJ 0000022065	AMAZON CAPITAL SERVICES, INC. CSO CARDENAS BOOTS 100-303-47120.000	03/05/2025 VJANKOWSKI CLOTHING ALLOWANCE		185.00 185.00	0.00	Paid	Y 03/24/2025
SPRING 2025 BUL 0000022068	U.S. POSTAL SERVICE Bulk Postage order for Q1 Newsletter 100-201-47016.000	03/04/2025 VJANKOWSKI POSTAGE		2,907.00 2,907.00	0.00	Paid	Y 25-00079 03/24/2025
INV00642602 0000022070	USABBLUEBOOK LAB SUPPLIES 500-453-47530.000	03/05/2025 VJANKOWSKI MT MTLs OTHER EQUIPMENT		597.83 597.83	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

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
LEGAL-FEB2025 0000022071	LALUZERNE & SMITH, LTD. LEGAL FEES - FEBRUARY 2025 100-240-46403.000	02/28/2025 VJANKOWSKI PROSECUTING ATTORNEY		2,738.00 2,738.00	0.00	Paid	Y 03/24/2025	25-00085
POL-FEB 2025 0000022072	LALUZERNE & SMITH, LTD. Legal Services - May 2024 - April 2025 100-240-46403.000	02/28/2025 VJANKOWSKI PROSECUTING ATTORNEY		7,768.50 7,768.50	0.00	Paid	Y 03/24/2025	13591
307144 0000022075	JACKS TENTS, INC. 50% DEPOSIT FOR 2025 MCD TENT RENTAL. FY 100-000-12600.000	03/04/2025 VJANKOWSKI PREPAID EXPENSE		3,942.50 3,942.50	0.00	Paid	Y 03/24/2025	25-00084
199473 0000022079	CHRISTOPHER B BURKE ENGINEERING LTD PROFESSIONAL DESIGN ENGINEERING SERVICES 414-445-48799.000	03/06/2025 VJANKOWSKI OTHER INFRASTRUCTURE IMPR		3,686.25 3,686.25	0.00	Paid	Y 03/24/2025	14458
N.2281323 0000022080	AVERUS FIRE EXTINGUISHER SVC/INSPT - FD STA 1 100-321-46506.000	03/06/2025 VJANKOWSKI FIRE EXTINGUISHER SERV		1,476.00 1,476.00	0.00	Paid	Y 03/24/2025	
N.2281326 0000022081	AVERUS FIRE EXTINGUISHER SVC/INSP - PW WATER TR 100-321-46506.000	03/06/2025 VJANKOWSKI FIRE EXTINGUISHER SERV		265.00 265.00	0.00	Paid	Y 03/24/2025	
N.2281324 0000022082	AVERUS FIRE EXTINGUISHER SVC/INSPT - FD STA 2 100-321-46506.000	03/06/2025 VJANKOWSKI FIRE EXTINGUISHER SERV		676.00 676.00	0.00	Paid	Y 03/24/2025	
149Y-JW3X-6YDY 0000022083	AMAZON CAPITAL SERVICES, INC. ENVELOPES FOR OFFICE 100-301-47015.000	03/06/2025 VJANKOWSKI OFFICE SUPPLIES		51.02 51.02	0.00	Paid	Y 03/24/2025	

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
AHO-BD021125 0000022084	JOAN VASQUEZ AHO 021125 100-240-46499.000	02/11/2025 VJANKOWSKI PROFESSIONAL SERVICES		300.00 300.00	0.00	Paid	Y 03/24/2025
2025 0228 WTR 0000022086	CENTRAL LAKE COUNTY JAWA WATER CHARGES FEB 2025 522-469-47450.000	03/03/2025 VJANKOWSKI CLCJAWA WATER CHARGES		123,241.23 123,241.23	0.00	Paid	Y 03/24/2025
2024 1231 SD 0000022087	CENTRAL LAKE COUNTY JAWA ELECTRICAL/ROUTINE MAINTENANCE FEES 500-462-47421.000 500-462-46662.000	03/03/2025 VJANKOWSKI ELP WTR RECEIVING STRTR MT WTR RECEIVING STRUCTR		517.07 379.03 138.04	0.00	Paid	Y 03/24/2025
66346 0000022089	STATE TREASURER-IDOT QUARTERLY TRAFFIC SIGNAL MAINTENANCE 100-441-46671.000	02/03/2025 VJANKOWSKI MT TRAFFIC SIGNALS		7,332.63 7,332.63	0.00	Paid	Y 25-00078 03/24/2025
86395/6 0000022099	ACE HARDWARE OF LIBERTYVILLE SPRAY ADHESIVE FOR RANGE TARGETS 100-305-47121.000	03/06/2025 VJANKOWSKI GUNS AND ACCESSORIES		43.17 43.17	0.00	Paid	Y 03/24/2025
5391643951 0000022100	NORTH SHORE GAS GAS CHARGES 300 PLAZA CR FEB 2025 500-453-47430.000	03/06/2025 VJANKOWSKI HEATING FUELS		2,211.42 2,211.42	0.00	Paid	Y 03/24/2025
5391867009 0000022101	NORTH SHORE GAS GAS CHARGES 801 E ALLANSON FEB 2025 500-453-47430.000	03/06/2025 VJANKOWSKI HEATING FUELS		80.84 80.84	0.00	Paid	Y 03/24/2025
PS-INV045410 0000022102	CUTLER WORKWEAR BOOTS FOR PAT GOODMAN 100-441-47120.000	03/07/2025 VJANKOWSKI CLOTHING ALLOWANCE		170.95 170.95	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
3034202111-0225 0000022103	COMED ENERGY CHARGES 3811 MELODY FEB 2025 100-441-47420.000	03/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		61.42 61.42	0.00	Paid	Y 03/24/2025
1557812000-0225 0000022104	COMED ENERGY CHARGES 22 E PARK FEB 2025 100-441-47420.000	03/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		33.54 33.54	0.00	Paid	Y 03/24/2025
4424842000-0225 0000022105	COMED ENERGY CHARGES 99 HAMMOND FEB 2025 100-441-47420.000	03/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		279.66 279.66	0.00	Paid	Y 03/24/2025
8120233000-0225 0000022106	COMED ENERGY CHARGES 3332 EPSTEIN FEB 2025 100-441-47420.000	03/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		61.42 61.42	0.00	Paid	Y 03/24/2025
970236 0000022146	NAPA LIBERTYVILLE TRUCK 434 STEERING BOX 500-462-47525.000	01/16/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		701.85 701.85	0.00	Paid	Y 03/24/2025
971012 0000022155	NAPA LIBERTYVILLE TRUCK 417 FILTER 100-430-47528.000	01/22/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		5.33 5.33	0.00	Paid	Y 03/24/2025
971013 0000022156	NAPA LIBERTYVILLE SHOP RAGS 100-430-47070.000	01/22/2025 VJANKOWSKI TOOLS/SUPPLIES		69.96 69.96	0.00	Paid	Y 03/24/2025
971055 0000022157	NAPA LIBERTYVILLE LG A55 ALUM PAINT 100-430-47522.000	01/22/2025 VJANKOWSKI MT MTLS AMBULANCES		18.49 18.49	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
971185 0000022158	NAPA LIBERTYVILLE TRUCK 428 CONNECTOR 100-430-47526.000	01/23/2025 VJANKOWSKI MT MTLS DUMP TRUCKS		27.89 27.89	0.00	Paid	Y 03/24/2025
971197 0000022159	NAPA LIBERTYVILLE CAR 58 BATTERY 100-430-47521.000	01/23/2025 VJANKOWSKI MT MTLS INSP VEHICLES		207.95 207.95	0.00	Paid	Y 03/24/2025
971200 0000022160	NAPA LIBERTYVILLE TRUCK 428 SPLIT LOOM 100-430-47526.000	01/23/2025 VJANKOWSKI MT MTLS DUMP TRUCKS		49.50 49.50	0.00	Paid	Y 03/24/2025
971277 0000022161	NAPA LIBERTYVILLE CAR 65 A/C OIL 100-430-47521.000	01/24/2025 VJANKOWSKI MT MTLS INSP VEHICLES		28.99 28.99	0.00	Paid	Y 03/24/2025
971318 0000022162	NAPA LIBERTYVILLE TRUCK 103 REFRIGERANT 500-462-47528.000	01/24/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		240.95 240.95	0.00	Paid	Y 03/24/2025
971479 0000022163	NAPA LIBERTYVILLE LG A55 FUSE HOLDER 100-430-47535.000	01/27/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		7.99 7.99	0.00	Paid	Y 03/24/2025
971488 0000022164	NAPA LIBERTYVILLE SQUAD 7 BATTERY AND TPMS 100-430-47524.000	01/27/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		282.28 282.28	0.00	Paid	Y 03/24/2025
971524 0000022165	NAPA LIBERTYVILLE CREDIT 100-430-47524.000	01/27/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		(18.00) (18.00)	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
971595 0000022166	NAPA LIBERTYVILLE CS E19 OIL FILTER 100-430-47535.000	01/27/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		45.90 45.90	0.00	Paid	Y 03/24/2025
971642 0000022167	NAPA LIBERTYVILLE CIRCUIT TESTER 100-430-47070.000	01/28/2025 VJANKOWSKI TOOLS/SUPPLIES		22.99 22.99	0.00	Paid	Y 03/24/2025
971662 0000022168	NAPA LIBERTYVILLE CREDIT 100-430-47535.000 100-430-47523.000 100-430-47522.000 500-462-47525.000	01/28/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS MT MTLS FIRE APPARATUS MT MTLS AMBULANCES MT MTLS HEAVY EQUIPMENT		(566.69) (218.09) (18.16) (63.44) (267.00)	0.00	Paid	Y 03/24/2025
971872 0000022169	NAPA LIBERTYVILLE LIFT 650 HYDRAULIC FILTER 100-430-47525.000	01/29/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		8.20 8.20	0.00	Paid	Y 03/24/2025
971896 0000022170	NAPA LIBERTYVILLE CS A21 OIL FILTER 100-430-47535.000	01/29/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		18.44 18.44	0.00	Paid	Y 03/24/2025
971957 0000022171	NAPA LIBERTYVILLE HOTBOX 473 BATTERIES 100-430-47525.000	01/30/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		258.26 258.26	0.00	Paid	Y 03/24/2025
971960 0000022172	NAPA LIBERTYVILLE GLOVES 100-430-47070.000	01/30/2025 VJANKOWSKI TOOLS/SUPPLIES		23.39 23.39	0.00	Paid	Y 03/24/2025
971968 0000022173	NAPA LIBERTYVILLE TIRE TOOL 100-430-47070.000	01/30/2025 VJANKOWSKI TOOLS/SUPPLIES		12.42 12.42	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
971986 0000022174	NAPA LIBERTYVILLE CREDIT 100-430-47525.000	01/30/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		(36.00) (36.00)	0.00	Paid	Y 03/24/2025
972014 0000022175	NAPA LIBERTYVILLE LG A57 PM FILTERS 100-430-47535.000	01/30/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		61.21 61.21	0.00	Paid	Y 03/24/2025
972031 0000022176	NAPA LIBERTYVILLE CS E19 CLAMPS 100-430-47535.000	01/30/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		46.30 46.30	0.00	Paid	Y 03/24/2025
972073 0000022177	NAPA LIBERTYVILLE LG A57 AIR FILTER 100-430-47535.000	01/30/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		47.62 47.62	0.00	Paid	Y 03/24/2025
972105 0000022178	NAPA LIBERTYVILLE CAR 58 BLOWER MOTOR 100-430-47521.000	01/30/2025 VJANKOWSKI MT MTLS INSP VEHICLES		177.72 177.72	0.00	Paid	Y 03/24/2025
972149 0000022179	NAPA LIBERTYVILLE EAR PROTECTION 100-430-47070.000	01/31/2025 VJANKOWSKI TOOLS/SUPPLIES		38.69 38.69	0.00	Paid	Y 03/24/2025
972221 0000022180	NAPA LIBERTYVILLE SQUAD 1 CABIN FILTER 100-430-47524.000	01/31/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		15.97 15.97	0.00	Paid	Y 03/24/2025
972236 0000022181	NAPA LIBERTYVILLE CREDIT 100-430-47525.000	01/31/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		(90.89) (90.89)	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
862784 0000022182	YELLOWSTONE LANDSCAPE, INC. SNOW AND ICE CONTROL SERVICES - ZONE 8 (VJANKOWSKI 100-441-46670.000	02/16/2025 MT ALL STREETS		790.00 790.00	0.00	Paid	Y 14070 03/24/2025
862778 0000022183	YELLOWSTONE LANDSCAPE, INC. SNOW AND ICE CONTROL SERVICES - ZONE 8 (VJANKOWSKI 100-441-46670.000	02/15/2025 MT ALL STREETS		2,166.00 2,166.00	0.00	Paid	Y 14070 03/24/2025
04012025 0000022184	BESTCO UA RETIREE MEDICARE SUPP INS PREM APRIL 202 VJANKOWSKI 100-000-26080.000	03/01/2025 HEALTH INSURANCE PAYABLE		12,111.74 12,111.74	0.00	Paid	Y 13673 03/24/2025
086405/6 0000022185	ACE HARDWARE OF LIBERTYVILLE WW SUPPLIES 500-452-47510.000	03/07/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		16.18 16.18	0.00	Paid	Y 03/24/2025
712144 0000022186	MEADE, INC. TRAFFIC SIGNAL REPAIR 100-441-46671.000	03/07/2025 VJANKOWSKI MT TRAFFIC SIGNALS		923.81 923.81	0.00	Paid	Y 03/24/2025
9159320250203 0000022187	MOTOROLA SOLUTIONS STARCOM21 NETWORK 03/01/2025 STARCOM RADIO MONTHLY SVC FEES VJANKOWSKI 100-323-47351.000	RADIO SERVICING		1,996.00 1,996.00	0.00	Paid	Y 03/24/2025
976492 0000022189	NAPA LIBERTYVILLE CAR 64 BRAKES 100-430-47521.000	03/07/2025 VJANKOWSKI MT MTLS INSP VEHICLES		39.99 39.99	0.00	Paid	Y 03/24/2025
976494 0000022190	NAPA LIBERTYVILLE VAC 549 BATTERIES 500-452-47525.000	03/07/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		390.60 390.60	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
976522 0000022191	NAPA LIBERTYVILLE CREDIT 500-452-47525.000	03/07/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		(54.00) (54.00)	0.00	Paid	Y 03/24/2025
976540 0000022192	NAPA LIBERTYVILLE ENG 311 CRANKCASE FILTER 100-430-47523.000	03/07/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		99.99 99.99	0.00	Paid	Y 03/24/2025
976587 0000022193	NAPA LIBERTYVILLE SQUAD 15 CABIN FILTER 100-430-47524.000	03/07/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		12.05 12.05	0.00	Paid	Y 03/24/2025
29927 0000022195	MENARD, INC WWTP SUPPLIES 500-453-47510.000	03/04/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		6.98 6.98	0.00	Paid	Y 03/24/2025
29938 0000022196	MENARD, INC WWTP SUPPLIES 500-453-47510.000	03/04/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		(6.98) (6.98)	0.00	Paid	Y 03/24/2025
96540007 0000022197	SAFETY-KLEEN SYSTEMS INC. WWTP SUPPLIES 500-453-46660.000	02/26/2025 VJANKOWSKI MT PUMP EQUIPMENT		279.34 279.34	0.00	Paid	Y 03/24/2025
17860 0000022198	A-LAMP CONCRETE ALLANSON ROAD WATERMAIN IMPROVEMENT PROJ 520-466-48760.000 520-466-48760.000 520-466-48760.000	02/19/2025 VJANKOWSKI WATERMAINS WATERMAINS WATERMAINS		257,207.10 162,165.10 48,654.00 46,388.00	0.00	Paid	Y Multiple 03/24/2025
3665583814-0125 0000022201	COMED ENERGY CHARGES 301 N ARCHER JAN 25 100-201-47420.000	01/30/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		628.82 628.82	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
CONTINV011776 0000022204	IMAGING ESSENTIALS INC LARGE COPIER/SCANNER 100-410-46613.000	03/10/2025 VJANKOWSKI MT COPIERS		250.00 250.00	0.00	Paid	Y 03/24/2025
1VX4-N9PV-3Y76 0000022205	AMAZON CAPITAL SERVICES, INC. SUPPLIES FOR OFFICE 100-410-47015.000	03/10/2025 VJANKOWSKI OFFICE SUPPLIES		28.95 28.95	0.00	Paid	Y 03/24/2025
68059 0000022206	MUNICIPAL COLL OF AMERICA INC POLICE COLLECTIONS FEB 25 100-000-32750.000	02/28/2025 VJANKOWSKI PL HEARING OFFICER FINES		17.50 17.50	0.00	Paid	Y 03/24/2025
P02310 0000022207	JOE JOHNSON EQUIP LLC-DBA STANDARD VAC 549 HOSE ENDS 500-452-47525.000	03/06/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		254.23 254.23	0.00	Paid	Y 03/24/2025
18960060137-022 0000022208	NICOR GAS COMPANY GAS CHARGES 3716 CANTON CR LIFT FEB 25 500-452-47430.000	03/05/2025 VJANKOWSKI HEATING FUELS		55.87 55.87	0.00	Paid	Y 03/24/2025
40127416028-022 0000022209	NICOR GAS COMPANY GAS CHARGES 2810 W RT60 FEB 25 500-452-47430.000	03/04/2025 VJANKOWSKI HEATING FUELS		54.93 54.93	0.00	Paid	Y 03/24/2025
70391475285-022 0000022210	NICOR GAS COMPANY GAS CHARGES 3585 GRAND DOM LIFT STATION 500-452-47430.000	03/05/2025 VJANKOWSKI HEATING FUELS		55.87 55.87	0.00	Paid	Y 03/24/2025
20250204119 0000022211	IL STATE POLICE REPLENISH FINGERPRINT BACKGROUND CHECK F 100-304-46999.000	02/28/2025 VJANKOWSKI MISC OTHER SERVICES		27.00 27.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
5660532222-0225 0000022212	COMED ENERGY CHARGES 912 E RT45 SIGN FEB 25 100-201-47420.000	03/04/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		7.02 7.02	0.00	Paid	Y 03/24/2025
412861459001 0000022213	ODP BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES - VILLAGE HALL 100-201-47015.000	03/03/2025 VJANKOWSKI OFFICE SUPPLIES		38.49 38.49	0.00	Paid	Y 03/24/2025
412861728001 0000022214	ODP BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES - VILLAGE HALL 100-201-47015.000	02/28/2025 VJANKOWSKI OFFICE SUPPLIES		29.73 29.73	0.00	Paid	Y 03/24/2025
808FYE25-5 0000022215	VILLAGE OF LIBERTYVILLE WWTP WATER SERVICE 500-453-47470.000	03/01/2025 VJANKOWSKI WATER SERVICE CHARGES		42.45 42.45	0.00	Paid	Y 03/24/2025
819FYE25-5 0000022216	VILLAGE OF LIBERTYVILLE WWTP WATER SERVICE 500-453-47470.000	03/01/2025 VJANKOWSKI WATER SERVICE CHARGES		29.77 29.77	0.00	Paid	Y 03/24/2025
1903901045026 0000022217	INTERSTATE ALL BATTERY CENTER LOST INVOICE FROM 12/24 - BATTERIES FOR 100-323-47070.000	11/19/2024 VJANKOWSKI TOOLS/SUPPLIES		317.00 317.00	0.00	Paid	Y 03/24/2025
B141753 0000022218	REX RADIATOR & WELDING CO INC CS E19 DPF SYSTEM CLEANING 100-430-47535.000	02/20/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		800.00 800.00	0.00	Paid	Y 03/24/2025
342850/1 0000022219	REX RADIATOR & WELDING CO INC CS E19 DPF GASKETS 100-430-47535.000	02/20/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		53.00 53.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
342860/1 0000022220	REX RADIATOR & WELDING CO INC CS E19 GASKETS 100-430-47535.000	02/20/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		38.00 38.00	0.00	Paid	Y 03/24/2025
9312296796 0000022221	LAWSON PRODUCTS, INC. 103 ELECTRICAL CONNECTORS 500-462-47528.000	03/10/2025 VJANKOWSKI MT MTLs PICK-UP TRUCK		95.24 95.24	0.00	Paid	Y 03/24/2025
976698 0000022222	NAPA LIBERTYVILLE CS A21 BATTERIES 100-430-47535.000	03/10/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		395.98 395.98	0.00	Paid	Y 03/24/2025
976717 0000022223	NAPA LIBERTYVILLE TRUCK 102 BATTERIES 500-462-47528.000	03/10/2025 VJANKOWSKI MT MTLs PICK-UP TRUCK		473.93 473.93	0.00	Paid	Y 03/24/2025
976723 0000022224	NAPA LIBERTYVILLE CS A21 ISOLATION GROMMETS 100-430-47535.000	03/10/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		24.99 24.99	0.00	Paid	Y 03/24/2025
976747 0000022225	NAPA LIBERTYVILLE CREDIT 100-430-47535.000	03/10/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		(36.00) (36.00)	0.00	Paid	Y 03/24/2025
976761 0000022226	NAPA LIBERTYVILLE CREDIT 500-462-47528.000	03/10/2025 VJANKOWSKI MT MTLs PICK-UP TRUCK		(45.00) (45.00)	0.00	Paid	Y 03/24/2025
2361009779 0000022227	MEDLINE INDUSTRIES, LP EMS SUPPLIES 100-324-47040.000	03/11/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		115.60 115.60	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
322282 0000022229	TEKLAB, INC-ACCTS REC LAB SAMPLE ANALYSIS 500-453-46410.000	03/10/2025 VJANKOWSKI CONSULTING SERVICES		344.80 344.80	0.00	Paid	Y 03/24/2025
1F9G-NN6T-HH4K 0000022230	AMAZON CAPITAL SERVICES, INC. EMERGENCY BLANKETS 100-305-47530.000	03/07/2025 VJANKOWSKI MT MTLS OTHER EQUIPMENT		36.09 36.09	0.00	Paid	Y 03/24/2025
187280 0000022232	P.F.PETTIBONE & CO. THERMAL PAPER FOR ECITATIONS 100-301-46441.000	03/06/2025 VJANKOWSKI PRINTING SERVICES		1,948.50 1,948.50	0.00	Paid	Y 03/24/2025
282770 0000022234	INFOSEND, INC. UTILITY BILLING STATEMENTS FEB/MAR 2025 500-463-46441.000 500-463-47016.000	02/28/2025 VJANKOWSKI PRINTING SERVICES POSTAGE		8,156.50 1,967.83 6,188.67	0.00	Paid	Y 25-00087 03/24/2025
PS-INV045554 0000022242	CUTLER WORKWEAR M STIPAK PANTS 100-430-47120.000	03/11/2025 VJANKOWSKI CLOTHING ALLOWANCE		67.47 67.47	0.00	Paid	Y 03/24/2025
PS-INV045556 0000022243	CUTLER WORKWEAR J ROGERS BOOTS 100-430-47120.000	03/11/2025 VJANKOWSKI CLOTHING ALLOWANCE		225.00 225.00	0.00	Paid	Y 03/24/2025
P02276 0000022244	JOE JOHNSON EQUIP LLC-DBA STANDARD VAC 553 VACCUUM SEALS 500-452-47525.000	03/05/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		501.43 501.43	0.00	Paid	Y 03/24/2025
49939494 0000022246	INTERSTATE BATTERIES OF NORTH CHICA BATTERIES 100-430-47524.000 100-430-47528.000	01/20/2025 VJANKOWSKI MT MTLS PATROL VEHICLES MT MTLS PICK-UP TRUCK		487.91 344.14 143.77	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
CKRQ-MUELLER 03 0000022247	MONICA MUELLER REIMB - M MUELLER - CERT CLASS TRN 100-325-46340.000	03/08/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		232.81 232.81	0.00	Paid	Y 03/24/2025
N.2281328 0000022248	AVERUS EXTINGUISHERS - POLICE DEPT 100-321-46506.000	03/06/2025 VJANKOWSKI FIRE EXTINGUISHER SERV		695.00 695.00	0.00	Paid	Y 03/24/2025
N.2281327 0000022249	AVERUS FIRE EXTINGUISHERS - TRAIN STATION 100-321-46506.000	03/06/2025 VJANKOWSKI FIRE EXTINGUISHER SERV		418.10 418.10	0.00	Paid	Y 03/24/2025
N.2281325 0000022250	AVERUS PW - MAIN BUILDING 100-321-46506.000	03/06/2025 VJANKOWSKI FIRE EXTINGUISHER SERV		1,280.00 1,280.00	0.00	Paid	Y 03/24/2025
976904 0000022251	NAPA LIBERTYVILLE TRUCK 103 BATTERIES 500-462-47528.000	03/11/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		219.32 219.32	0.00	Paid	Y 03/24/2025
976932 0000022252	NAPA LIBERTYVILLE CREDIT 500-462-47528.000	03/11/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		(18.00) (18.00)	0.00	Paid	Y 03/24/2025
976951 0000022253	NAPA LIBERTYVILLE LG 5500 OIL CHANGE 100-430-47535.000	03/11/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		61.25 61.25	0.00	Paid	Y 03/24/2025
977058 0000022254	NAPA LIBERTYVILLE JR BRUSHES 100-430-47061.000	03/11/2025 VJANKOWSKI MECHANIC'S TOOLS		18.99 18.99	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

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SRVINV006792 0000022255	IMAGING ESSENTIALS INC INK CARTRIDGE FOR PLOTTER PRINTER 100-410-47015.000	03/11/2025 VJANKOWSKI OFFICE SUPPLIES		15.00 15.00	0.00	Paid	Y 03/24/2025
SIN400251 0000022256	PRIORITY DISPATCH CORP. CALLER IN CRISIS TRAINING - DISPATCH 100-302-46340.000	03/11/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		990.00 990.00	0.00	Paid	Y 03/24/2025
PD-AHO 031125 0000022258	JOAN VASQUEZ AHO SERVICES - 03-11-25 100-301-46499.000	03/11/2025 VJANKOWSKI PROFESSIONAL SERVICES		150.00 150.00	0.00	Paid	Y 03/24/2025
214970071 - 021 0000022260	ENDEAVOR HEALTH OMEGA NIPAS EXAM - OFFICER SANCHEZ 100-301-46419.000	02/14/2025 VJANKOWSKI NIPAS		662.00 662.00	0.00	Paid	Y 03/24/2025
372459 0000022261	NORTH EAST MULTI-REGIONAL TRAINING TRAINING - OFFICER SANCHEZ - CLOSE QUART 100-305-46340.000	02/25/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		300.00 300.00	0.00	Paid	Y 03/24/2025
02500195 0000022262	TRANS UNION LLC 2024 - 2025 FINANCIAL BACKGROUND CHECKS 100-304-46999.000 100-105-46999.000	03/03/2025 VJANKOWSKI MISC OTHER SERVICES MISC OTHER SERVICES		105.00 52.50 52.50	0.00	Paid	Y 03/24/2025 13609
9569349849 0000022263	T-MOBILE USA, INC. TIMING ADVANCE 100-301-46499.000	05/28/2024 VJANKOWSKI PROFESSIONAL SERVICES		50.00 50.00	0.00	Paid	Y 03/24/2025
9557440946 0000022264	T-MOBILE USA, INC. TIMING ADVANCE 100-301-46499.000	05/01/2024 VJANKOWSKI PROFESSIONAL SERVICES		25.00 25.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

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9557440947 0000022265	T-MOBILE USA, INC. TIMING ADVANCE 100-301-46499.000	05/01/2024 VJANKOWSKI PROFESSIONAL SERVICES		25.00 25.00	0.00	Paid	Y 03/24/2025
28581 0000022267	SUPER AGGREGATES INC CONCRETE SPOILS HAULED OUT 100-441-47490.000	03/08/2025 VJANKOWSKI REFUSE DISPOSAL		50.00 50.00	0.00	Paid	Y 03/24/2025
2361212426 0000022268	MEDLINE INDUSTRIES, LP EMS SUPPLIES 100-324-47040.000	03/12/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		14.01 14.01	0.00	Paid	Y 03/24/2025
86417/6 0000022269	ACE HARDWARE OF LIBERTYVILLE YARDSTICKS 100-430-47070.000	03/10/2025 VJANKOWSKI TOOLS/SUPPLIES		9.51 9.51	0.00	Paid	Y 03/24/2025
86416/6 0000022270	ACE HARDWARE OF LIBERTYVILLE ALUMINUM RULER 100-430-47070.000	03/10/2025 VJANKOWSKI TOOLS/SUPPLIES		14.90 14.90	0.00	Paid	Y 03/24/2025
385098/1 0000022271	ACE HARDWARE OF LIBERTYVILLE V BELT 100-430-47530.000	03/12/2025 VJANKOWSKI MT MTLS OTHER EQUIPMENT		7.19 7.19	0.00	Paid	Y 03/24/2025
P32951 0000022272	MACQUEEN EQUIPMENT LLC ENGINE 319 DISCHARGE GAUGE 100-430-47523.000	03/12/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		170.32 170.32	0.00	Paid	Y 03/24/2025
5827 0000022274	COUNTRYSIDE FIRE PROTECTION DIST MFD PORTION OF TWO-TONE ALERTING CHANGE 100-323-47399.000	03/12/2025 VJANKOWSKI MISC COMMUNICATIONS		420.00 420.00	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

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P64346 0000022276	MCCANN INDUSTRIES INC. STAKES FOR FORMING CONCRETE 100-420-47510.000	03/12/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		128.44 128.44	0.00	Paid	Y 03/24/2025
1903901046285 0000022277	INTERSTATE ALL BATTERY CENTER MARCH '25 BATTERY ORDER 100-323-47070.000	03/12/2025 VJANKOWSKI TOOLS/SUPPLIES		306.50 306.50	0.00	Paid	Y 03/24/2025
158090 0000022278	BS&A INTERMEDIATE LLC STRIPE S700 CREDIT CARD READER 100-260-48410.000	01/06/2025 VJANKOWSKI COMPUTER EQUIPMENT		1,400.00 1,400.00	0.00	Paid	Y 03/24/2025
159078 0000022279	BS&A INTERMEDIATE LLC JAN 2025 UB ACH/DEBIT CARD FEES 500-463-46438.000	02/03/2025 VJANKOWSKI BANK CHARGES		162.00 162.00	0.00	Paid	Y 03/24/2025
159292 0000022280	BS&A INTERMEDIATE LLC FEB 25 UB ACH/DEBIT CARD FEES 500-463-46438.000	03/10/2025 VJANKOWSKI BANK CHARGES		268.50 268.50	0.00	Paid	Y 03/24/2025
2361420416 0000022283	MEDLINE INDUSTRIES, LP EMS SUPPLIES 100-324-47040.000	03/13/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		12.96 12.96	0.00	Paid	Y 03/24/2025
2361420415 0000022284	MEDLINE INDUSTRIES, LP EMS SUPPLIES 100-324-47040.000	03/13/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		27.74 27.74	0.00	Paid	Y 03/24/2025
49939903 0000022288	INTERSTATE BATTERIES OF NORTH CHICA LG A57 BATTERIES 100-430-47535.000	03/03/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		229.90 229.90	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
2761523333-0225 0000022292	COMED ENERGY CHARGE 440 E HAWLEY FEB 25 100-441-47420.000	03/07/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		53.69 53.69	0.00	Paid	Y 03/24/2025
5394417986 0000022293	NORTH SHORE GAS GAS CHARGES 22 E PARK ST FEB 25 100-441-47430.000	03/10/2025 VJANKOWSKI HEATING FUELS		48.28 48.28	0.00	Paid	Y 03/24/2025
5395850153 0000022294	NORTH SHORE GAS GAS CHARGES 301 N ARCHER AV FEB 25 294-294-47430.000	03/10/2025 VJANKOWSKI HEATING FUELS		820.46 820.46	0.00	Paid	Y 03/24/2025
BD AHO 031125 0000022295	JOAN VASQUEZ AHO 031125 100-240-46499.000	03/11/2025 VJANKOWSKI PROFESSIONAL SERVICES		300.00 300.00	0.00	Paid	Y 03/24/2025
SPI20953136 0000022301	RUSSO POWER EQUIPMENT SHOVELS AND PICK FOR RESTORATION 100-441-47070.000	03/14/2025 VJANKOWSKI TOOLS/SUPPLIES		217.95 217.95	0.00	Paid	Y 03/24/2025
SPI20953137 0000022302	RUSSO POWER EQUIPMENT REPLACEMENT MICROPHONES FOR CHIPPING HEL 100-441-47070.000	03/14/2025 VJANKOWSKI TOOLS/SUPPLIES		61.98 61.98	0.00	Paid	Y 03/24/2025
218301 0000022303	GRAYSLAKE FEED SALES, INC. GRASSSEED FOR PARKWAY RESTORATION 100-420-47510.000	03/14/2025 VJANKOWSKI MT MTLs BLDGS & GROUNDS		110.00 110.00	0.00	Paid	Y 03/24/2025
086454/6 0000022312	ACE HARDWARE OF LIBERTYVILLE SUPPLIES TO FIX BROKEN INVISIBLE DOG FEN 100-441-47070.000	03/14/2025 VJANKOWSKI TOOLS/SUPPLIES		9.70 9.70	0.00	Paid	Y 03/24/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
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STEM 041325 0000022323	CASH 2025 STEM AWARDS/PRIZES 630-000-27845.000	03/17/2025 VJANKOWSKI MAYOR'S STEM CHALLENGE		6,000.00 6,000.00	0.00	Paid	Y 25-00097 03/24/2025
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CSO-031825 0000022326	VILLAGE OF MUNDELEIN INCREASE CUSTOMER SERVICE SPARE 100-000-11510.000	03/18/2025 CASH BAG VJANKOWSKI CASH ON HAND - FINANCE		400.00 400.00	0.00	Paid	Y 03/24/2025
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# of Invoices:	253	# Due: 0	Totals:	1,454,172.89	0.00
# of Credit Memos:	12	# Due: 0	Totals:	(995.44)	0.00
Net of Invoices and Credit Memos:				1,453,177.45	0.00

--- TOTALS BY GL BANK ---
POOL

GRAND TOTAL 1,453,177.45

--- TOTALS BY GL DISTRIBUTIONS ---

100-000-11510.000	400.00
100-000-12600.000	3,942.50
100-000-25100.000	15,277.97
100-000-26080.000	12,111.74
100-000-32750.000	17.50
100-102-46340.000	1,424.40
100-105-46999.000	202.37
100-111-46305.000	1,650.00
100-111-46499.000	450.00
100-111-47015.000	484.95
100-201-47015.000	8.63
100-201-47016.000	2,907.00
100-201-47420.000	635.84
100-203-46305.000	1,170.00
100-203-46901.000	57.50
100-204-46998.000	3,886.86
100-240-46401.000	9,250.00
100-240-46403.000	10,506.50
100-240-46404.000	4,662.50
100-240-46499.000	600.00
100-260-48410.000	1,400.00
100-281-47120.000	137.69
100-301-46419.000	662.00
100-301-46441.000	1,948.50

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

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	100-301-46499.000			2,100.00			
	100-301-46910.000			40.00			
	100-301-47015.000			51.02			
	100-302-46340.000			990.00			
	100-303-46372.000			2,354.32			
	100-303-47099.000			72.18			
	100-303-47120.000			185.00			
	100-304-46999.000			1,498.11			
	100-305-46340.000			300.00			
	100-305-47099.000			845.47			
	100-305-47120.000			79.35			
	100-305-47121.000			43.17			
	100-305-47530.000			36.09			
	100-305-47999.000			1,220.00			
	100-321-46506.000			4,810.10			
	100-321-46620.000			130.50			
	100-321-47530.000			38.69			
	100-323-46417.000			38,441.12			
	100-323-47070.000			678.50			
	100-323-47351.000			2,520.00			
	100-323-47399.000			420.00			
	100-324-47040.000			301.68			
	100-325-46340.000			232.81			
	100-410-46415.000			460.00			
	100-410-46613.000			500.02			
	100-410-47015.000			43.95			
	100-420-46620.000			66.95			
	100-420-47510.000			684.44			
	100-420-47549.000			16,053.83			
	100-430-46644.000			1,744.04			
	100-430-47061.000			18.99			
	100-430-47070.000			263.32			
	100-430-47080.000			1,912.63			
	100-430-47120.000			292.47			
	100-430-47440.000			40.42			
	100-430-47521.000			769.27			
	100-430-47522.000			(44.95)			
	100-430-47523.000			1,250.57			
	100-430-47524.000			2,010.14			
	100-430-47525.000			139.57			
	100-430-47526.000			46.99			
	100-430-47528.000			420.58			
	100-430-47530.000			7.19			
	100-430-47535.000			3,320.02			
	100-440-46410.000			2,404.00			
	100-441-46670.000			15,336.50			
	100-441-46671.000			11,330.77			
	100-441-47070.000			298.23			
	100-441-47120.000			170.95			

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
PAID

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
	100-441-47420.000			9,936.08			
	100-441-47430.000			48.28			
	100-441-47490.000			50.00			
	100-441-47541.000			11,231.62			
	294-294-47430.000			820.46			
	341-265-48799.000			2,095.50			
	414-445-48799.000			3,686.25			
	500-451-46410.000			4,809.00			
	500-451-47120.000			250.00			
	500-452-47120.000			225.00			
	500-452-47430.000			166.67			
	500-452-47510.000			48.54			
	500-452-47525.000			1,516.77			
	500-452-47571.000			224.20			
	500-453-46410.000			344.80			
	500-453-46660.000			279.34			
	500-453-47015.000			14.98			
	500-453-47030.000			234.53			
	500-453-47430.000			2,292.26			
	500-453-47470.000			72.22			
	500-453-47530.000			597.83			
	500-461-46410.000			4,809.24			
	500-461-46415.000			2,000.00			
	500-461-47015.000			162.96			
	500-461-47120.000			250.00			
	500-462-46450.000			960.00			
	500-462-46662.000			138.04			
	500-462-46691.000			695.00			
	500-462-47421.000			379.03			
	500-462-47510.000			340.00			
	500-462-47525.000			434.85			
	500-462-47527.000			151.27			
	500-462-47528.000			966.44			
	500-462-47563.000			10,514.14			
	500-462-47599.000			785.04			
	500-463-46438.000			430.50			
	500-463-46441.000			1,967.83			
	500-463-47016.000			6,188.67			
	500-463-47560.000			564.96			
	520-466-48760.000			1,035,554.09			
	522-469-47450.000			123,241.23			
	630-000-27770.000			26,976.38			
	630-000-27845.000			6,000.00			
--- TOTALS BY FUND ---							
	100 CORPORATE			211,989.43	0.00		
	294 ARCHER BUSINESS CTR			820.46	0.00		
	341 TIF DOWNTOWN 3			2,095.50	0.00		

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 03/11/2025 - 03/24/2025

POSTED
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	414 ARPA/GRANTS			3,686.25	0.00		
	500 WATERWORKS & SEWERAGE			42,814.11	0.00		
	520 DEPRECIATION			1,035,554.09	0.00		
	522 LK WATER JAWA			123,241.23	0.00		
	630 ESCROW DEPOSITS			32,976.38	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 NON DEPARTMENTAL			64,726.09	0.00		
	102 BUSINESS DEVELOPMENT			1,424.40	0.00		
	105 POLICE/FIRE COMMISSION			202.37	0.00		
	111 EXECUTIVE			2,584.95	0.00		
	201 ADMINISTRATIVE			3,551.47	0.00		
	203 COMMUNITY DEVELOPEMENT			1,227.50	0.00		
	204 MARKETING			3,886.86	0.00		
	240 LEGAL			25,019.00	0.00		
	260 CAPITAL PROJECTS			1,400.00	0.00		
	265 DOWNTOWN TIF 3			2,095.50	0.00		
	281 BUILDING - ADMINISTRATION			137.69	0.00		
	294 FIRE (RDB)			820.46	0.00		
	301 POLICE - ADMINISTRATION			4,801.52	0.00		
	302 POLICE - COMMUNICATIONS			990.00	0.00		
	303 POLICE - COMMUNITY SERV.			2,611.50	0.00		
	304 POLICE - INVESTIGATIONS			1,498.11	0.00		
	305 POLICE - PATROL			2,524.08	0.00		
	321 FIRE - ADMINISTRATION			4,979.29	0.00		
	323 FIRE - FIRE OPERATIONS			42,059.62	0.00		
	324 FIRE - RESQUE OPERATIONS			301.68	0.00		
	325 FIRE - EMERGENCY DISASTER			232.81	0.00		
	410 PUBLIC WORKS ADMIN			1,003.97	0.00		
	420 FACILITY MAINTENANCE			16,805.22	0.00		
	430 VEHICLE MAINTENANCE			12,191.25	0.00		
	440 STREET - ADMINISTRATION			2,404.00	0.00		
	441 STREET - MAINTENANCE			48,402.43	0.00		
	445 ARPA SPENDING			3,686.25	0.00		
	451 SEWER - ADMINISTRATION			5,059.00	0.00		
	452 SEWER - UPTOWN			2,181.18	0.00		
	453 SEWER -TREATMENT PLANTS			3,835.96	0.00		
	461 WATER - ADMINISTRATION			7,222.20	0.00		
	462 WATER - MAINTENANCE			15,363.81	0.00		
	463 WATER - METER READING			9,151.96	0.00		
	466 MAINTENANCE WR (DEP)			1,035,554.09	0.00		
	469 MAINTENANCE (JAWA)			123,241.23	0.00		

To: Mayor and Board of Trustees

From:

For: Village Board Meeting of March 24, 2025

Subject: Executive Session Meeting Minute Approval - March 10, 2025

Financial Impact:

Attachments:

None

Background:

Recommendation:

Motion to approve the Executive Session Meeting Minutes from March 10, 2025.

To: Mayor and Board of Trustees

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

For: Village Board Meeting of March 24, 2025

Subject: NICASA - Deflection Grant

Financial Impact:

\$41,049.00 - 100-301-47956.000 - Deflection Grant

Attachments:

1. NICASA-DEFL GRNT 091624-122224

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. Attached is a Departmental Purchase Request exceeding the \$20,000 limitation. Board approval is respectfully requested.

Recommendation:

Motion to approve purchase order number 25-00086 in the amount of \$41,049.00 to NICASA for Deflection Grant 09/16/2024 - 12/22/2024.

**INVOICE**

31979 N. Fish Lake Rd.
Round Lake, IL 60073
Phone: 847-546-6450
Fax: 847-546-0484

Date	Number
12/31/2024	2562

Please include invoice number with remittance.

BILL TO:

Mundelein Police Department
221 N Lake St
Mundelein, IL 60060
awatson@mundelein.org

DESCRIPTION		AMOUNT
Mundelein ICJIA		
09/16/24-12/22/24		
Andrea Usry, Deflection Coordinator	Salary	
	513.5 @ 26.26	\$ 13,484.51
	Supplemental Benefit	\$ 350.00
	Fringe Benefits:	
	Employer Taxes	\$ 1,058.33
	Workman's Comp	\$ 133.75
	Life Insurance	\$ 35.16
Aleksandar Stojanovic, Peer Services Specialist	Salary	
	560 @ 21.22	\$ 11,883.20
	Supplemental Benefit	\$ 300.00
	Fringe Benefits:	
	Employer Taxes	\$ 932.01
	Workman's Comp	\$ 117.78
	Life Insurance	\$ 28.74
Melvin Hampton, Peer Services Specialist	Salary	
	35.5 @ 20	\$ 710.00
	Supplemental Benefit	\$ -
	Fringe Benefits:	
	Employer Taxes	\$ 79.55
	Workman's Comp	\$ 6.86
	Contractual Services	\$ 5,087.61
	Total Services	\$ 34,207.50
	Indirect Costs 20%	\$ 6,841.50
PLEASE REMIT TO ABOVE ADDRESS		
TOTAL		\$41,049.00

To: Mayor and Board of Trustees

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

For: Village Board Meeting of March 24, 2025

Subject: BS&A Software Implementation

Financial Impact:

\$66,890.00 - 100-260-48410.000 - Computer Software

Attachments:

1. BSA 159231 & 159232

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. Attached is a Departmental Purchase Request exceeding the \$20,000 limitation. Board approval is respectfully requested.

Recommendation:

Motion to approve purchase order number 25-00091 in the amount of \$66,890.00 to BS&A for software implementation.

BS& A Software14965 Abbey Lane
Bath, MI 48808**INVOICE**

Invoice Number: 159231

Invoice Date: Mar 14, 2025

Page: 1

Phone: 517-641-8900

Bill To:VILLAGE OF MUNDELEIN
300 PLAZA CIR.
MUNDELEIN, IL 60060
LAKE

Customer ID	Customer PO	Payment Terms	
VILLAGEOFMUNDELEIN		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
KEVIN SCHAFER	Regular billing		4/13/25

Quantity	Description	Unit Price	Amount
1.00	Custom Import	1,500.00	1,500.00
16.00	Onsite Community Development Cloud Training with Joel Kinell on 1/7/25-1/10/25, 1/13/25-1/16/25, 1/21/25-1/24/25 & 1/27/25-1/30/25	1,200.00	19,200.00
11.00	Onsite Community Development Cloud Training with Connor Hengesbach on 1/13/25-1/16/25, 1/21/25-1/24/25 & 2/24/25-2/26/25	1,200.00	13,200.00
1.00	Travel Expenses	11,500.00	11,500.00

Subtotal	45,400.00
Sales Tax	
Total Invoice Amount	45,400.00
Payment/Credit Applied	
TOTAL	45,400.00

Check/Credit Memo No:

PO 13586

38465.00

BSA Impl - Building

6935.00

BS& A Software14965 Abbey Lane
Bath, MI 48808**INVOICE**

Invoice Number: 159232

Invoice Date: Mar 14, 2025

Page: 1

Phone: 517-641-8900

Bill To:VILLAGE OF MUNDELEIN
300 PLAZA CIR.
MUNDELEIN, IL 60060
LAKE

Customer ID	Customer PO	Payment Terms	
VILLAGEOFMUNDELEIN		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
KEVIN SCHAFFER	Regular billing		4/13/25

Quantity	Description	Unit Price	Amount
1.00	Lockbox Import	3,500.00	3,500.00
1.00	Badger/Beacon Integration	2,000.00	2,000.00
1.00	Import of permits receipts/revnue from CityView	3,500.00	3,500.00
15.00	Onsite Financial Management Cloud Training with Brooklyn Witgen on 1/7/25-1/9/25, 1/13/25-1/16/25, 1/20/25-1/23/25 & 1/27/25-1/30/25	1,100.00	16,500.00
6.00	Onsite Financial Management Cloud Training with Gabrielle Kirchner on 1/7/25-1/8/25 & 1/13/25-1/16/25	1,100.00	6,600.00
12.00	Onsite Financial Management Cloud Training with Anna Stania on 1/13/25-1/16/25, 1/21/25-1/24/25, & 1/27/25-1/30/25	1,100.00	13,200.00
7.00	Onsite Financial Management Cloud Training with Tina Walker on 1/13/25-1/16/25, 2/24/25-2/26/25	1,100.00	7,700.00
0.89	Travel Expenses	17,745.00	15,730.00
1.00	Change Order #4-Remove Accounts Receivable Conversion	8,775.00	-8,775.00

Subtotal	59,955.00
Sales Tax	
Total Invoice Amount	59,955.00
Payment/Credit Applied	
TOTAL	59,955.00

Check/Credit Memo No:

BSA Impl - Building 3500.00

BSA Impl - Finance 56455.00