

AGENDA
VILLAGE BOARD MEETING NO. 3323
June 23, 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. Approval of Meeting Minutes

Motion to approve the Board of Trustees Regular meeting minutes from June 9, 2025.

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

A. Carl Sandburg Middle School Band Award

VII. PUBLIC HEARINGS

A. Public Hearing - FYE2026 Appropriation Ordinance

1. Recess into Public Hearing for FYE2026 Appropriation Ordinance

Motion to recess into a public hearing for the FYE2026 Appropriation Ordinance.

2. Reconvene the Village Board Meeting

Motion to reconvene the Village Board Meeting.

3. Attendance

VIII. MAYOR'S REPORT

A. Proclamation - Loving Day

B. Amending Ordinance No 81-10-31 - Village Administrator

Motion to pass an Ordinance amending ordinance no. 81-10-31, an Ordinance establishing the office of the Village Administrator for the Village of Mundelein, Lake County, Illinois.

C. NuePrint Lease Agreement - 161-165 North Archer Avenue, Mundelein, Illinois

Motion to adopt a Resolution approving and authorizing execution of a Lease Agreement between the Village of Mundelein, Landlord, and NuePrint, Inc. (Tenant) at 161-165 North Archer Avenue.

D. Luxe Lease Agreement - 161 - 165 North Archer Avenue, Mundelein, Illinois

Motion to adopt a Resolution approving and authorizing execution of a Lease Agreement between the Village of Mundelein, Landlord, and Iverson & Company d/b/a Luxe Biz Partners (Tenant) at 161-165 North Archer Avenue.

E. ICR24/7 Inc. Storage Lease Agreement - 161 - 165 North Archer Avenue

Motion to adopt a Resolution authorizing the Village of Mundelein to enter into a Storage Lease Agreement with ICR24/7 Inc. at 161-165 North Archer Avenue, Mundelein, IL.

F. Community Service Award and Recognition Program Board Policy

Motion to approve the Community Service Award and Recognition Program Board Policy VB-25-01.

G. Ordinance Amending Section 9.08.010 of the Mundelein Municipal Code~Definitions: Special Events

Motion to pass an Ordinance Amending Section 9.08.010 Definition Special Events.

H. Ordinance to Amend the Village Code Regulating Traffic - Specific to Alleys

Motion to pass an Ordinance to amend Chapter 10.32 of the Mundelein Municipal Code, regulating traffic in alleys.

IX. TRUSTEE REPORTS

A. Community Happenings Committee (Grieco, Juarez, Lambert)

1. Report from Trustee Grieco

B. Community and Economic Development Committee (Juarez, Schwenk, Grieco)

1. Proposed Telecommunications Tower and Facility at 416 University Drive - PZC2025-0012
Motion to pass an Ordinance Granting a Special Use and Certain Variations for the Property Located at 416 University Drive, Mundelein, Illinois.
 2. Driven Car Wash - Special Use Permit Amendment, 301 Townline Road - PZ2025-0026
Motion to authorize staff to draft an ordinance amending a Special Use Permit, Ordinance No. 22-11-53, regarding changes to materials for Driven Car Wash, 301 Townline Road.
- C. Public Works & Engineering Committee (Lambert, Krinski, Juarez)
1. IGA Amendment #2 - Libertyville Shared Service
Motion to authorize the Mayor to sign the second amendment to the Intergovernmental Agreement between the Village of Mundelein and the Village of Libertyville regarding lab technician services.
- D. Finance Committee (Schwenk, Ugaste, Grieco)
1. FYE2026 Appropriation Ordinance
Motion to pass the Annual Appropriation Ordinance of the Village of Mundelein, Lake County, Illinois for the fiscal year beginning May 1, 2025, and ending April 30, 2026.
 2. Governing Body
Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between June 10, 2025 and ending June 23, 2025 in the amount of \$1,668,021.77.
 3. Entertainment Tax Ordinance Amendment
Motion to approve an Amendment to Ordinance Section 3.68.040, Collection of Tax, of Chapter 3.68, Entertainment Tax.
- E. Public Safety Committee (Ugaste, Lambert, Krinski)
1. An Ordinance Amending Chapter 2.40 of the Mundelein Municipal Code, Police Department, with Respect to Full-Time Police Officers.
Motion to pass an Ordinance amending Chapter 2.40 of the Mundelein Municipal Code, Police Department, with respect to full-time police officers.
 2. An Ordinance Amending Chapter 2.36 of the Mundelein Municipal Code Regarding the Fire Department
Motion to pass an ordinance amending Chapter 2.36 of the Mundelein Municipal Code with respect to full-time firefighter paramedics.
- F. Building Committee (Krinski, Ugaste, Schwenk)

G. Other Reports

X. SCHEDULED BUSINESS

A. Omnibus Vote Items

1. IRMA-May 2025 Deductible

Motion to approve purchase order number 26-00404 in the amount of \$48,699.03 to IRMA for May 2025 Deductible.

2. Open Gov

Motion to approve purchase order number 26-00405 in the amount of \$85,000 to Open Gov for the Annual Support period of 06/01/2025 - 05/31/26.

3. Toshiba Copier Contract

Motion to adopt a Resolution approving a FMV lease Agreement by and between the Village of Mundelein and Toshiba Financial Services.

4. Convergent Technologies

Motion to approve purchase order number 26-00394 to Convergent Technologies in the amount of \$23,462.00 for the annual premier support for PW Cameras, Access Doors, Keypads, etc.

XI. VILLAGE STAFF REPORTS

A. Village Administrator

B. Village Attorney

C. Village Clerk

XII. EXECUTIVE SESSION

A. Executive Session

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

B. Reconvene Village Board Meeting

C. Attendance

D. Action from Executive Session

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

A. Adjourn the Regular Board Meeting

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 3322th Regular Meeting of the Board of Trustees of the Village of Mundelein was held on June 9, 2025 at 300 Plaza Circle, Mundelein. Mayor Meier called the meeting to order at 7:00 PM.

ATTENDANCE

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

Board Attendance

PRESENT: Trustees Grieco, Juarez, Krinski, Lambert, Schwenk, Ugaste, Mayor Meier

ABSENT: None

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Police Chief Seeley, Community

Development Director Orenchuk, Public Works and Engineering Director Boeche

ABSENT: Building Department Director Sellas

PLEDGE OF ALLEGIANCE

Mayor Meier led the Pledge of Allegiance.

MINUTES APPROVAL

Board of Trustees Regular meeting minutes from May 12, 2025

Motion to approve the Board of Trustees Regular Meeting Minutes from May 12, 2025.

RESULT:	Passed [Yes 4, No 0, Abstained 2]
MOVER:	Trustee Juarez
SECONDER:	Trustee Schwenk
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Schwenk
NAYS:	None
ABSTAIN:	Trustee Kara Lambert, Trustee Tony Ugaste

PUBLIC COMMENTARY

Pete Decaluwe asked if the Wellington Ave. flooding was going to be discussed during this evening's Board Meeting. The Board responded that yes this will be discussed.

PRESENTATIONS / AWARDS

Presentation Of Audited Financial Reports for Fiscal Year 2024 by Lauterbach & Amen, LLC

N/A - Presentation

Jamie Wilkey spoke regarding the audited financial reports for fiscal year 2024, stressing that they will soon be starting on fiscal year 2025 now. She thanked Financial Director Miller and her team for working diligently on this. Ms. Wilkey stressed that they have issued an unmodified or clean opinion, which is the highest level of opinion they can issue to the Village.

Liquor License Interest - Chelito's Mexican Restaurant - 506 North Lake Street

The Board will make a recommendation on whether to proceed to the liquor license application stage.

One of the owners, Naomi, spoke regarding the liquor license request. They currently serve breakfast, lunch, and dinner and close at 8 PM but are thinking about staying open later. She spoke about how customers would like to have a beer with their meal. She is Basset trained and her 2 servers will also be.

Trustee Lambert stressed the importance of not accepting vertical IDs. Trustee Schwenk asked if there were any plans to have video gaming, there is not.

The Board was in consensus to give them the license; they were given the paperwork to start the process for the license.

Liquor License Interest - Narrow Gate Brewery - 610 East Hawley Street

The Board will make a recommendation on whether to proceed to the liquor license application stage.

Michael and Christine Zemke made a presentation for their license request. They are taking over the space formerly occupied by Bosacki's Brewery. They will be doing light changes i.e. paint, etc.

Trustee Lambert asked the "vertical ID" question and that all staff will be Basset trained. She stated how great it is to have 2 new businesses in town.

The Board was in consensus to give them the license; they were given the paperwork to start the process for the license.

Illinois State Historical Society - Best of Illinois History Award

Mike Flynn spoke about the History Award the Mundelein Historical Museum won for the "Diamond Lake--Lost and Found" artifacts from the John Hynds collection the museum currently has on display.

APWA Roadeo Competition

Public Works Director Boeche spoke about the Roadeo (not a typo) competition. Each year the Village competes in the plowing and backhoe competitions. In the snowplow competition, Mike Hasselbroek and Nick Gallant finished in 3rd place; In the backhoe competition, Bryan Tunison finished 5th (in only his 2nd year) and Pete Schubkegel, Jr.

finished 1st which means he will be testing his skills in the national competition coming up.

PUBLIC HEARINGS

None.

MAYOR'S REPORT

Meeting Call - Finance Committee Meeting on June 23, 2025 at 7:05 PM at the Village Hall, 300 Plaza Circle, Mundelein, to discuss the Budget Appropriation Ordinance.

Meeting Call - Finance Committee Meeting on June 16, 2025 at 3:30 PM at the Village Hall, 300 Plaza Circle, Mundelein, to discuss the TIF II, TIF III, and TIF IV.

Mayoral Proclamation - LGBT Pride Month

Mayor Meier read a proclamation recognizing LGBT Pride Month.

Resolution - Lease Agreement Amendment # 1 - Crownhill Packaging, Inc. - 165 North Archer Avenue

Motion to adopt a Resolution Approving and Authorizing the Execution of Amendment # 1 to the Office Lease Between the Village of Mundelein, as Lessor and SupplyOne Wisconsin, LLC, successor in interest to Crownhill Packaging, Inc, as Lessee.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Ugaste
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Resolution - Lease Agreement Amendment # 6 - TS Financial - 165 North Archer Avenue

Motion to adopt a Resolution Approving and Authorizing Execution of an Amendment to the Office Lease Between the Village of Mundelein, as Lessor and TS Financial, as Lessee.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Krinski
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert,

	Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Resolution - Lease Agreement Amendment # 4 - Woodland Grove Photography Studio & Gallery - 169 North Archer Avenue

Motion to adopt a Resolution Approving and Authorizing Execution of an Amendment to the Office Lease Between the Village of Mundelein, as Lessor and Woodland Grove Photography Studio & Gallery, as Lessee.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Krinski
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Resolution - Lease Amendment # 1 - Mundelein Community Connection (MCC)

Motion to adopt a Resolution Approving and Authorizing the Execution of Amendment # 1 to the Office Lease Between the Village of Mundelein, as Lessor and Mundelein Community Connection (MCC), as Lessee.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Conveyance of Land to IDOT

Motion to adopt a Resolution Approving and Authorizing the Execution of a conveyance of land from the Village of Mundelein to the Illinois Department of Transportation (IDOT).

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Schwenk
SECONDER:	Trustee Juarez
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Ordinance amending section 5.106.020 of chapter 5.106 of the Mundelein Municipal Code regarding business registrations for adult-use cannabis dispensing

organizations.

Motion to pass an Ordinance amending section 5.106.020 of chapter 5.106 of the Mundelein Municipal Code regarding business registrations for adult-use cannabis dispensing organizations.

RESULT:	Passed [Yes 4, No 2, Abstained 0]
MOVER:	Trustee Lambert
SECONDER:	Trustee Ugaste
AYES:	Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	Trustee Grieco, Trustee Juarez
ABSTAIN:	None

Trustee Juarez noted that he had been forwarding the many emails from residents protesting this business. He would like this to be put on hold. Trustee Lambert pointed out that there are 2 locations allowed for this business use so there is really nowhere else for this business to go. Also there is alcohol sold all over, kids walk by it in grocery stores, there are billboards so maybe because cannabis is relatively new this is an issue; the Terrabis site would, from the outside, have no indication of what is sold inside. Trustee Ugaste commented on the safety angle that is being commented on by residents--he spoke with Police Chief Seeley that actually having this site be so visible and out in the open makes it easier to watch and patrol. Trustee Juarez said residents were unhappy that the way they found out about the Terrabis location was through the newspaper.

Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code – Class VG Liquor License - Smokin' Jacks BBQ

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to increase the number of Class VG licenses authorized in the Village of Mundelein as it relates to Smokin' Jack's BBQ, Inc. at 32 East Park Street.

RESULT:	Passed [Yes 4, No 2, Abstained 0]
MOVER:	Trustee Krinski
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Ugaste
NAYS:	Trustee Lambert, Trustee Schwenk
ABSTAIN:	None

Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class B2 Liquor License - MK& W Limited

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to decrease the number of Class B2 licenses authorized in the Village of Mundelein as it relates to MK & W Limited 4 East Hawley Street.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Ugaste
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert,

	Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

**Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class M1
Liquor License - Bosacki's Home Brew**

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to decrease the number of Class M1 licenses authorized in the Village of Mundelein as it relates to Bosacki's Home Brew at 610 East Hawley Street.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Schwenk
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

**Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class M2
Liquor License - Tonality**

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to decrease the number of Class M2 licenses authorized in the Village of Mundelein as it relates to Tonality Brewing at 169 North Seymour Avenue.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Lambert
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

**Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class N Liquor
License - Lakeshore Dance Academy**

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to decrease the number of Class N licenses authorized in the Village of Mundelein as it relates to Lakeshore Dance Academy, Inc.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Ugaste
SECONDER:	Trustee Krinski
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

TRUSTEE REPORTS

Community Happenings Committee (Grieco, Juarez, Lambert)

Report from Trustee Grieco

Trustee Grieco gave an update on Village happenings: The Farmers Market started with a ribbon cutting, it will run every Saturday 8--12. Concerts in the Park have started on Sundays, and the EDC will have a Business Mixer at the Village Hall on June 26.

Community and Economic Development Committee (Juarez, Grieco, Ugaste)

Proposed Telecommunications Tower and Facility at 416 University Drive - PZC2025-0012

Motion to authorize staff to draft an ordinance granting a special use and (3) variations related to the proposed wireless telecommunications tower and facility in the Institutional Zoning District at 416 University Drive.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Schwenk
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Resolution - Amended and Restated Economic Development Assistance Agreement - JRM Park, LLC - 506 North Seymour Avenue

Motion to adopt a Resolution Approving an Amended and Restated Economic Incentive Agreement between the Village of Mundelein and JRM Park, Inc. for the property located at 506 North Seymour Avenue.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Ugaste
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Public Works & Engineering Committee (Lambert, Schwenk, Krinski)

Wellington Avenue Drainage Analysis

Report presentation; no action necessary.

Public Works Director Boeche gave a presentation describing the flooding issues on Wellington and Park. These have been ongoing for many years due to the topography of the area (the area is shaped like a bowl). When the rain comes down heavy, the pipes can only handle so much, like filling a bathtub. The State's sewer line under Rt 45 cannot be modified by the Village and it gets filled with water first, then the water from the Wellington area. Mr. Boeche gave the options along with the dollar amounts. The Board voted for the first option (\$150,000) since money has been budgeted for this amount. Mr. Boeche stated that this can be built on over the years and this option starts the process. Administrator Guenther pointed out that none of the possible options will eliminate the standing water problems during a 10-year storm; these will just improve things a little. Trustee Lambert asked if this can be a layered plan, yes it can. Clerk Walsh asked how long flooding has been a problem; a resident, whose family has had a home there since 1954, said the flooding started when one of the multi-family properties was built. Mr. Guenther asked the Board for next steps; Trustee Juarez would prefer to wait until talking with residents about their views but will go with option 1 to get things started, Trustee Schwenk said since these options can be built on over time and we have the money budgeted he votes for option 1 (and the work can be done this construction season, per Mr. Boeche).

Resolution - Water Resource Recovery Facility - Phosphorus Removal Chemical

Motion to adopt a Resolution waiving bids, accepting a proposal from Chemtrade Chemicals US LLC. from Detroit, MI, for phosphorus removal chemicals, and approving the purchase order number 26-00272 in the amount of \$130,000.00.

RESULT:	[Yes 6, No 0, Abstained 0]
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Erich Schwenk
AYES:	Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste
NAYS:	None
ABSTAIN:	None

Finance Committee (Schwenk, Krinski, Grieco)

Fiscal Year 2024 Audited Financial Reports

Motion to accept the Fiscal Year 2024 Audited Financial Reports as presented by Lauterbach & Amen, LLP.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Schwenk

SECONDER:	Trustee Krinski
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between May 13, 2025 and ending June 9, 2025 in the amount of \$3,386,983.84.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Schwenk
SECONDER:	Trustee Juarez
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Trustee Schwenk thanked Finance Director Miller for all the great work they did on the audit; Ms. Miller thanked her staff for all that they did with the audit).

Public Safety Committee (Ugaste, Lambert, Schwenk)

Budget Amendment - Extrication Tools

Motion to approve a FY2026 budget amendment of account number 272-335-48599 in the amount of \$41,745.00 to purchase extrication tools which will be offset by the awarded Office of the State Fire Marshall (OSFM) Small Tools Grant and a donation from Foreign Fire.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Ugaste
SECONDER:	Trustee Lambert
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Purchase of Extrication Equipment

Motion to approve purchase order number 26-00312 in the amount of \$90,690.00 for two full sets of Extrication Equipment.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Ugaste
SECONDER:	Trustee Lambert

AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Budget Amendment - Annual Flock LPR Service Subscription

Motion to approve a FYE2026 budget amendment of account number 100-35-47011 in the amount of \$25,000.00 for Flock LPR camera service subscription, which will be offset by the awarded Illinois Attorney General's Organized Retail Theft Grant.

RESULT: Passed [Yes 5, No 1, Abstained 0]
MOVER: Trustee Ugaste
SECONDER: Trustee Lambert
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Ugaste
NAYS: Trustee Schwenk
ABSTAIN: None

Purchase of Annual Flock LPR Service Subscription

Motion to approve purchase order number 26-00317 and payment to Flock Safety in the amount of \$25,000.00 for the annual LPR camera services subscription.

RESULT: Passed [Yes 5, No 1, Abstained 0]
MOVER: Trustee Ugaste
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Ugaste
NAYS: Trustee Schwenk
ABSTAIN: None

District 75 Police Services Agreement

Motion to authorize the Mayor and the clerk to sign the District 75 Police Services Agreement.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Ugaste
SECONDER: Trustee Juarez
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Trustee Ugaste wanted to note that Loving Day was missed on the agenda. Loving Day, which is on June 12, honors the legacy of Richard and Mildred Loving who fought for the right to marry and love freely regardless of race. The Village of Mundelein is a welcoming and diverse community and encourages residents to reach out to him on any of these issues.

Fire Chief Lark stated that the Pancake Breakfast will be on July 11 in Courtland Commons, ending at 11 AM or until the pancakes run out. Police Chief Seeley spoke about the cameras the police use in the squad cars for identifying license plates noting that they are not used for immigration purposes. Recently a vehicle that was involved in a shooting in another jurisdiction was seen in Mundelein and apprehended with a weapon being found in the vehicle. These cameras were activated June 1.

Building Committee (Krinski, Ugaste, Juarez)

No report.

Other Reports

None.

SCHEDULED BUSINESS

Omnibus Vote Items

IRMA - April 2025 Deductible

Motion to approve purchase order number 25-00303 in the amount of \$66,446.27 to IRMA for the FY25 April 2025 Deductible.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Contractual Pavement Rejuvenation Program

Motion to approve purchase order number 26-00298 in the amount of \$60,000 to Corrective Asphalt for the contractual pavement rejuvenation program.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

NICASA - Deflection Grant 12/23/2024 - 03/16/2025

Motion to approve purchase order number 25-00319 in the amount of \$40,113.00 to NICASA for the Deflection Grant 12/23/2024 - 03/16/2025.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Juarez
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Purchase of Lucas Automatic Chest Compression System

MOTION to approve purchase order number 26-00339 to Stryker Sales LLC. to purchase the Lucas v3.1 chest compression system in the amount of \$27,722.70. This also includes a 5-year service plan that covers all maintenance and repairs.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Juarez
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Daniel Beelow - Sales Tax Rebates FY2025

Motion to approve purchase order number 25-00342 in the amount of \$100,000.00 to Daniel Beelow for Sales Tax Rebates FY2025.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Juarez
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Mundelein School D75-TIF 2024

Motion to approve purchase order number 25-00343 in the amount of \$33,327.22 to Mundelein School District 75 for TIF 2024 Fiscal Year 2025.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Juarez
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste

NAYS:	None
ABSTAIN:	None

Mundelein High School TIF 2024

Motion to approve purchase order number 25-00344 in the amount of \$45,377.14 to Mundelein High School for TIF 2024 Fiscal Year 2025.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Morris Station TIF 2 Note

Motion to approve purchase order number 25-00345 in the amount of \$21,046.66 to Morris Station LLC for TIF 2 Note Payment Fiscal Year 2025.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Pavement Marking Program

Motion to approve purchase order number 26-00351 for contractual road striping services by Highstar Traffic in the amount of \$30,000.00.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

Purchase of 437 North Chicago Avenue

Motion to approve purchase order number 26-00358 for \$740,000 to Chicago Title Company for the purchase of 437 North Chicago Avenue.

RESULT:	Passed [Yes 4, No 2, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Ugaste
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Ugaste

NAYS: Trustee Lambert, Trustee Schwenk

ABSTAIN: None

Trustee Lambert was not present during the meeting that this was discussed and felt that it should not be part of the Omnibus items. She is a "no" on this.

Economic Incentive Reimbursement - JRM Park LLC

Motion to approve purchase order number 26-00353 and payment in the amount of \$150,000.00 for the Economic Incentive Agreement Reimbursement for JRM Park, LLC that was approved at the August 12, 2024, Board Meeting, Resolution No. R-24-08-41.

RESULT: Passed [Yes 6, No 0, Abstained 0]

MOVER: Trustee Juarez

SECONDER: Trustee Grieco

AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste

NAYS: None

ABSTAIN: None

BIG Reimbursement Request - JRM Park LLC

Motion to approve purchase order number 26-00348 and payment in the amount of \$50,000.00 for the Business Incentive Grant Reimbursement for JRM Park, LLC that was approved at the August 12, 2024, Board Meeting, Resolution No. R-24-08-41.

RESULT: Passed [Yes 6, No 0, Abstained 0]

MOVER: Trustee Juarez

SECONDER: Trustee Grieco

AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste

NAYS: None

ABSTAIN: None

BIG Reimbursement Request - Revel Taste

Motion to approve purchase order number 26-00336 and payment in the amount of \$25,000.00 for the Business Incentive Grant Reimbursement for Revel Taste, Resolution No. R-24-07-35.

RESULT: Passed [Yes 6, No 0, Abstained 0]

MOVER: Trustee Juarez

SECONDER: Trustee Grieco

AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste

NAYS: None

ABSTAIN: None

Administrative Consulting Specialists, LLC (ACS) - Consulting Services

Motion to approve purchase order number 26-00355 in the amount of \$20,000 to

Administrative Consulting Services, LLC. (ACS) for grant writing services.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Juarez
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Cyberclan - Disaster Recovery Service

Motion to approve purchase order number 26-00321 in the amount of \$76,800 for the purchase of VEEAM-DRass (Disaster Recovery as a Service).

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Juarez
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Cyberclan - Insurance Reimbursable

Motion to approve purchase order number 25-00360 in the amount of \$49,050 and purchase order number 25-00631 in the amount of \$90,268.75 costs to be recovered from Insurance.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Juarez
SECONDER: Trustee Grieco
AYES: Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS: None
ABSTAIN: None

Resolution - MGP - Microsoft 365 Application Configuration, Development, and Maintenance

Motion to adopt a resolution and allow the Assistant Village Administrator to sign the Supplemental Statement of Work with Municipal GIS Partners (MGP) for Governance, Implementation and Training on Microsoft 365 and approve purchase order number 26-00346 in the amount of \$30,000.

RESULT: Passed [Yes 6, No 0, Abstained 0]
MOVER: Trustee Daniel Juarez
SECONDER: Trustee Jennifer Grieco
AYES: Jennifer Grieco, Daniel Juarez, Arnold Krinski, Kara Lambert, Erich Schwenk, Tony Ugaste

NAYS:	None
ABSTAIN:	None

Purchase Order for Burke, Warren, MacKay, & Serritella

Motion to approve purchase order number 25-00370 and payment in the amount of \$25,639.00 for legal fees regarding the Flaherty & Collins development to be charged to their escrow account with the Village.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Grieco
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	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).

Motion to reconvene Village Board Meeting

Attendance

Action from Executive Session

OTHER BUSINESS

None

ADJOURNMENT

Motion to Adjourn the Regular Board Meeting

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Juarez
SECONDER:	Trustee Schwenk
AYES:	Trustee Grieco, Trustee Juarez, Trustee Krinski, Trustee Lambert, Trustee Schwenk, Trustee Ugaste
NAYS:	None
ABSTAIN:	None

The Regular Board Meeting adjourned at 8:35 PM.

Village Clerk

To: Mayor and Board of Trustees

From: Jennifer Marshall, Executive Assistant

For: Village Board Meeting of June 23, 2025

Subject: Carl Sandburg Middle School Band Award

Financial Impact:

N/A

Attachments:

None

Background:

Congratulations, Carl Sandburg Middle School Band!

We are thrilled to announce that Carl Sandburg Middle School has achieved an extraordinary honor—they were named the middle school Honor Band at the prestigious University of Illinois SuperState Band Festival!

Only seven middle school bands in the entire state of Illinois were selected to perform at this elite band festival in May. The judging panel agreed that Carl Sandburg stood out as the very best, earning them the title of the 2025 Honor Band, the top Middle School Band in the entire state.

This remarkable achievement marks the first time since 1997 that our school has received this top honor—an inspiring moment in our history!

Recommendation:

Mayoral Proclamation

LOVING DAY

WHEREAS, Mildred Delores Jeter and Richard Perry Loving of Virginia fell in love and planned to marry in 1958; and

WHEREAS, at that time, interracial marriage was illegal in their home state of Virginia and many other places within the United States; and

WHEREAS, the couple decided to drive to Washington, DC, to be legally married and then returned home; however, it was also illegal to leave the state to marry and then return to Virginia; and

WHEREAS, a few weeks after marrying, the Lovings were arrested and taken to jail facing criminal charges punishable by one to five years in prison; and

WHEREAS, the Lovings were ultimately convicted with a condition that they could avoid prison if they left Virginia and did not return together for 25 years; and

WHEREAS, the Lovings took their case to the United States Supreme Court which, nine years after their arrest, overturned their conviction and created a landmark civil rights victory; and

WHEREAS, their case, *Loving v. Virginia*, ended all laws prohibiting interracial marriage nationwide on June 12, 1967; and

WHEREAS, an annual celebration known as Loving Day is held on June 12th in communities throughout the nation to commemorate the anniversary of the 1967 Supreme Court decision; and

WHEREAS, the Village of Mundelein joins other communities in celebrating Loving Day to help build a society free of racism for the benefit of our collective future.

NOW THEREFORE, BE IT PROCLAIMED, BY THE MAYOR AND BOARD OF TRUSTEES, that June 12th shall be known as Loving Day within the Village of Mundelein.

PROCLAIMED, signed and sealed this 23rd day of June 2025.

ATTEST:

Village Clerk

Mayor

To: Mayor and Board of Trustees

From: Jennifer Marshall, Executive Assistant

For: Village Board Meeting of June 23, 2025

Subject: Amending Ordinance No 81-10-31 - Village Administrator

Financial Impact:

N/A

Attachments:

None

Background:

In 2024, in order to control the use and protect the image of our branded star, the board instructed legal to trademark the design. Since then the Village has received a request to utilize its likeness in manufactured apparel and to sell that apparel to the public. The interested party has agreed to donate a portion of sales back to one of the Village commissions should approval be granted. Staff anticipates there may be more requests in the future and in order to manage those requests properly, we ask that the Village administrator be given authority to handle those requests.

Recommendation:

Motion to pass an Ordinance amending ordinance no. 81-10-31, an Ordinance establishing the office of the Village Administrator for the Village of Mundelein, Lake County, 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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-43
which is entitled

Amending Ordinance No 81-10-31 - Village Administrator

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 6/24/2025, 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 6/24/2025.

Village Clerk

ORDINANCE NO. O-25-06-43

AN ORDINANCE AMENDING ORDINANCE NO. 81-10-31, AN ORDINANCE ESTABLISHING THE OFFICE OF THE VILLAGE ADMINISTRATOR FOR THE VILLAGE OF MUNDELIEN, LAKE COUNTY, ILLINOIS

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of Mundelein that it would be in the best interest of the Village to amend Ordinance No. 80-10-31, as provided herein.

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: Section 4 (16) of Ordinance No. 80-10-31 is hereby added:

16. Oversee the use of Village trademarks and negotiate financial terms and execute licensing agreements related to their use.

SECTION II: All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION III: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

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

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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of June 23, 2025

Subject: NuePrint Lease Agreement - 161-165 North Archer Avenue, Mundelein, Illinois

Financial Impact:

\$3712.50 per month

Attachments:

1. R-25-06-39 - NuePrint Lease
2. R-25-06-39 - Floor Plan: Exhibit A to NuePrint Lease

Background:

NuePrint is a marketing, graphic design, printing and production company focusing on sign fabrication, related training and education on advanced AI and software applications and equipment. The space will be used for production, administrative offices, meeting and conferencing, and all other legally permitted uses. NuePrint is planning to partner with existing and expanding tenant ICR247 as he continues plans for the incubator model at Archer Business Center.

Recommendation:

Motion to adopt a Resolution approving and authorizing execution of a Lease Agreement between the Village of Mundelein, Landlord, and NuePrint, Inc. (Tenant) at 161-165 North Archer Avenue.

I hereby certify that the attached is an original of

Resolution No. R-25-06-39

that said Resolution was adopted on **June 23, 2025**,

that it was posted in the Village Hall commencing on

6/24/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-06-39

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

WHEREAS, the Village of Mundelein, an Illinois municipal corporation (the “Village”) has considered a lease agreement with NuePrint Inc. (the “Tenant”) for the Tenant to lease from the Village approximately 9,900 square feet of office space at 161-165 North Archer Avenue in the form attached hereto as **Exhibit A** (the “Lease Agreement”) with an initial monthly rent of \$4.50 per square foot in the open area, subject to CAM and utilities, commencing on July 1, 2025 and expiring on December 31, 2026;

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

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

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

XXX this 23rd day of June 2025 by roll call vote.

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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

LEASE AGREEMENT
BETWEEN
VILLAGE OF MUNDELEIN, LANDLORD, AND
NUEPRINT, INC., TENANT

COMMERCIAL LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease"), dated June 12, 2025, is made and entered into by and between the Village of Mundelein ("Landlord") and NuePrint, Inc. ("Tenant") upon the following terms and conditions:

ARTICLE I. DEFINITIONS.

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

- 1.1. Building.** The term "Building" shall mean the building located at 161-165 N. Archer Ave., Mundelein, Illinois, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks, and landscaping.
- 1.2. Premises.** The term "Premises" shall mean the space depicted on Exhibit A, which is approximately 9,900 square feet, consisting of 7,500 sq. feet of open area and 2,400 sq. feet of enclosed area.
- 1.3. Rentable Area of the Premises.** The term "Rentable Area of the Premises" shall mean 9,900 square feet, which Landlord and Tenant have stipulated as the Rentable Area of the Premises. Tenant acknowledges that the Rentable Area of the Premises includes the usable area, without deduction for columns or projections, multiplied by a load factor to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, restrooms and other public, common and service areas of the Building.
- 1.4. Designated Parking.** The term "Designated Parking" shall mean the any parking spaces assigned to tenant, if applicable.
- 1.5. Lease Term.** The term "Lease Term" shall mean the period between the Commencement Date and the Expiration Date (as such terms are hereinafter defined), unless sooner terminated as otherwise provided in this Lease.
- 1.6. Commencement Date.** Subject to adjustment as provided in Article III, the term "Commencement Date" shall mean July 1, 2025.
- 1.7. Expiration Date.** Subject to adjustment as provided in Article III, the term "Expiration Date" shall mean December 31, 2026.
- 1.8. Base Rent.** Subject to adjustment as provided in Article IV, the term "Base Rent" shall be: based on \$4.50 net per square foot and shall mean \$3712.50 Dollars per month plus CAM and utilities, for term of the lease. Rent shall be abated for the period July, 2025-September, 2025 (three months net rent)
- 1.9. Tenant's Percentage Share.** The term "Tenant's Percentage Share" shall mean the tenant's proportional share with respect to Operating Expenses, including Real Estate Taxes, CAM, and Utilities. Landlord may reasonably redetermine Tenant's Percentage Share from time to time.
- 1.10. Tenant's Improvement Allowance.** An allowance of \$1.00 to cover the cost of

improving the leased space only with approval in advance of improvements and associated costs by landlord.

- 1.11. Security Deposit.** The term "Security Deposit" shall mean \$10,000 Dollars.
- 1.12. Tenant's Permitted Use.** The term "Tenant's Permitted Use" shall mean marketing, graphic design, printing, sign fabrication, relating training and education on advanced AI software applications and equipment, administrative offices, meeting and conferencing.
- 1.13. Landlord's Address for Notices.** The term "Landlord's Address for Notices" shall mean the Village of Mundelein, c/o Lynne Monroe, Assistant Village Administrator, 300 Plaza Circle, Mundelein, IL 60060.
- 1.14. Tenant's Address for Notices.** The term "Tenant's Address for Notices" shall mean NuePrint, Inc. c/o Daniel Kita, 161-165 N. Archer Avenue, Mundelein, IL 60060.
- 1.15. Broker.** The term "Broker" shall mean Sam Badger of CBRE representing the Tenant and Mike Graham of CBRE, representing the Landlord, 700 Commerce Drive, Suite 450, Oak Brook, IL 60523.

ARTICLE II. PREMISES.

- 2.1. Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises, together with the nonexclusive right to use the Common Areas, from Landlord, upon all of the terms, covenants and conditions contained in this Lease. The common areas appurtenant to the Building shall be referred herein as the "Common Areas" and shall include all areas and facilities outside the Premises that are designated by Landlord for general nonexclusive use of tenants of the Building; provided that Tenant shall not have any rights to the roof, exterior walls, utility raceways or air space, except as expressly provided in this Lease.
- 2.2. Delivery and Acceptance of Premises.** Landlord shall have no obligation to make or pay for any improvements or renovations to the Premises to prepare the Premises for Tenant's occupancy. Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's Permitted Use or for any other purpose. Prior to Tenant's taking possession of the Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing the condition of the Premises. Tenant agrees to accept the Premises in its "as is" physical condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same).

ARTICLE III. TERM.

- 3.1. Lease Term.** Except as otherwise provided in this Lease, the Lease Term shall be for the period commencing on the Commencement Date and ending on the Expiration Date; provided, however, that if, for any reason, Landlord is unable to deliver possession of the

Premises on the Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall the Lease be void or voidable, but, rather, the Lease Term shall commence upon, and the Commencement Date shall be, the date that possession of the Premises is so tendered to Tenant (except for Tenant-caused delays which shall not be deemed to delay commencement of the Lease Term), and, unless Landlord elects otherwise, the Expiration Date shall be extended by an equal number of days.

Tenant shall contract an architect to assess and ensure the Premises are compliant with all necessary building codes, ordinances and regulations required for the Tenant's intended public use. The Premises shall not be used for public use until it is compliant with all necessary codes, ordinances, and regulations. Tenant shall inform Landlord when the Premises is compliant and allow Landlord to inspect.

- 3.2** If mutually agreed upon by both parties, the Tenant shall have the option to renew the lease for an additional one (1) year term for all or any portion of the space then under lease in the Building. The rental rate for the renewal term shall be equal to the rate in effect immediately prior to the commencement of the renewal term.

During the term of this Lease, Tenant shall have the option to expand into any available adjacent space, subject to availability, at the then-current lease rate applicable to the additional square footage. Any such expansion shall require the execution of a mutually agreed-upon lease addendum and approval by the Village Board. The lease rate for the additional space may be subject to adjustment at the time of any subsequent lease renewal.

ARTICLE IV. RENTAL.

4.1. Definition of Operating Expenses. As used herein,

- (a) "Operating Expenses" shall mean all costs, fees, disbursements and expenses paid or incurred by or on behalf of Landlord in the operation, ownership, maintenance, insurance, management, replacement and repair of the Building including without limitation:
 - (1) Taxes (as hereinafter defined).
 - (2) Premiums for property, casualty, liability insurance.
 - (3) Cleaning expenses, including without limitation janitorial services, window cleaning, and garbage and refuse removal.
 - (4) Landscaping expenses, including without limitation irrigating, trimming, mowing, fertilizing, seeding, and replacing plants and all supplies, tools, equipment and materials used in connection therewith.
 - (5) Heating, ventilating, air conditioning, gas, electricity, water, sewer, telephone, elevator and other service systems, and the cost of maintenance and service contracts in connection therewith.
 - (6) Subject to the provisions of Section VIII below, the cost of maintaining, operating, repairing and replacing components of equipment or machinery,

including, without limitation, heating, refrigeration, ventilation, electrical, plumbing, mechanical, elevator, escalator, sprinklers, fire/life safety, security, and energy management systems, including service contracts, maintenance contracts, supplies and parts.

- (7) Any capital expenditure that is classified as a deferred expense pursuant to generally accepted accounting principles (amortized over a useful life of not more than ten (10) years).
- (8) Costs of policing, security and supervision of the Building.
- (9) Cost of the rental of any machinery or equipment and the cost of supplies used in the maintenance and operation of the Building.
- (10) The costs of licenses, certificates, permits, inspections, and the costs of contesting any governmental enactments which may affect Operating Expenses.
- (11) Amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building or any portion thereof.

Operating Expenses shall not include (1) costs of alteration of the premises of tenants of the Building; (2) depreciation charges of the Building or equipment and any interest or other financing charges; (3) interest and principal payments on mortgages, deeds of trust or other debt; (4) ground rental payments; (5) real estate brokerage and leasing commissions; (6) expenses incurred in enforcing obligations of tenants of the Building; (8) costs of any special service provided to any one tenant of the Building but not to tenants of the Building generally; and (9) costs of marketing or advertising the Building (including tenant relation programs and events).

- (b) If the Building does not have one hundred (1 00%) percent occupancy during an entire calendar year, then the variable cost component of "Operating Expenses" shall be equitably adjusted so that the total amount of Operating Expenses equals the total amount which would have been paid or incurred by Landlord had the Building been one hundred (1 00%) percent occupied for the entire calendar year. In no event shall Landlord be entitled to receive from Tenant and any other tenants in the Building an aggregate amount of Operating Expenses in excess of actual Operating Expenses as a result of the foregoing provision.

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

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

- (a) Prior to each year of the Lease Term, Landlord shall give Tenant written notice of its estimate of any amounts payable under Section 4.2 for that calendar year. On or before the first day of each calendar month during the calendar year, Tenant shall

pay to Landlord one-twelfth (1/12th) of such estimated amounts; provided, however, that, Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

- (b) Within one hundred twenty (120)/number of days after the close of each lease year or as soon thereafter as is practicable, Landlord shall deliver to Tenant a statement of that year's Operating Expenses, and the actual Operating Expense Adjustment to be made pursuant to Section 4.2 for such calendar year, as determined by Landlord (the "Landlord's Statement") and such Landlord's Statement shall be binding upon Tenant, except as provided in Section 4.4 below. If the amount of the actual Operating Expense Adjustment is more than the estimated payments of Tenant's Percentage Share of Operating Expenses for such calendar year made by Tenant, Tenant shall pay the deficiency to Landlord upon receipt of Landlord's Statement. If the amount of the actual Operating Expense Adjustment is less than the estimated payments for such calendar year made by Tenant, any excess shall be credited against Rent (as hereinafter defined) next payable by Tenant under this Lease or, if the Lease Term has expired, any excess shall be paid to Tenant after the Expiration Date with interest on such excess amount at the Interest Rate from the date paid by Tenant to the date of such credit. No delay in providing the statement described in this (b) shall act as a waiver of Landlord's right to payment under Section 4.2 above.
- (c) If this Lease shall terminate on a day other than the end of a calendar year, the amount of the Operating Expense Adjustment to be paid pursuant to Section 4.2 that is applicable to the calendar year in which such termination occurs shall be prorated on the basis of the number of days from January 1 of the calendar year to the Termination Date bears to 365. The termination of this Lease shall not affect the obligations of Landlord and Tenant pursuant to Section (b) to be performed after such termination.

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

- (a) Tenant shall, within thirty (30) days after any such Landlord's Statement is delivered, deliver a written notice to Landlord specifying the portions of the Landlord's Statement that are claimed to be incorrect, and Tenant shall simultaneously pay to Landlord all amounts due from Tenant to Landlord as specified in the Landlord's Statement. Except as expressly set forth in subsection (c)

below, in no event shall Tenant be entitled to withhold, deduct, or offset any monetary obligation of Tenant to Landlord under the Lease pending the completion of and regardless of the results of any review of records under this Section 4.4. The right of Tenant under this Section 4.4 may only be exercised once for any Landlord's Statement, and if Tenant fails to meet any of the above conditions as a prerequisite to the exercise of such right, the right of Tenant under this Section 4.4 for a particular Landlord's Statement shall be deemed waived.

- (b) Any audit conducted shall be conducted upon not less than thirty (30) days' prior written notice, at Landlord's manager's corporate offices presently located at the address set forth in Section 1.13 during Landlord's Business Hours and in the manner so as to minimize interference with Landlord's business operations. Tenant agrees that any review of records under this Section 4.4 shall be conducted by an independent firm of certified public accountants of national standing. Tenant acknowledges and agrees that any records reviewed pursuant to this Section 4.4 constitute confidential information of Landlord, which shall not be disclosed to anyone other than the accountants performing the review and the principals of Tenant who receive the results of the review. The disclosure of such information to any other person, whether or not caused by the conduct of Tenant, shall constitute a material breach of this Lease.
- (c) Any errors disclosed by the review shall be promptly corrected by Landlord, provided, however, that if Landlord disagrees with any such claimed errors, Landlord shall have the right to cause another review to be made by an independent firm of certified public accountants of national standing. In the event of a disagreement between the two accounting firms, the review that discloses the least amount of deviation from the Landlord's Statement shall be deemed to be correct. In the event that the results of the review of records (taking into account, if applicable, the results of any additional review caused by Landlord) reveal that Tenant has overpaid obligations for a preceding period, the amount of such overpayment shall be credited against Tenant's subsequent installment obligations to pay the estimated Operating Expense Adjustment, or if the Lease Term has expired, shall be paid to Tenant. In the event that such results show that Tenant has underpaid its obligations for a preceding period, Tenant shall be liable for Landlord's actual accounting fees, and the amount of such underpayment shall be paid by Tenant to Landlord with the next succeeding installment obligation of estimated Operating Expense Adjustment.

- 4.5. Payment.** Concurrently with the execution hereof, Tenant shall pay Landlord Base Rent for the first calendar month of the Lease Term. Thereafter the Base Rent shall be payable in advance on the first day of each calendar month. All Rent, and all other amounts payable to Landlord by Tenant pursuant to the provisions of this Lease, shall be paid to Landlord, (except as may be expressly provided in this Lease) without notice, demand, abatement, deduction or offset, in lawful money of the United States at Landlord's office in the Building or to such other person or at such other place as Landlord may designate from time to time by written notice given to Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the correct Rent due hereunder shall be deemed to be

other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law or in equity.

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

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

4.8. Taxes.

(a) The term "Taxes" shall mean the aggregate amount of all real estate taxes, assessments (whether they be general or special), sewer rents or water and charges, transit taxes, taxes based upon the receipt of rent or as against the business of leasing the Building, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing and operation of the Building, or any part thereof. Taxes shall also include all fees and costs, including attorneys' fees, appraisals and consultants' fees, incurred by Landlord in seeking to obtain a reassessment, reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year shall be Taxes which are due for payment or paid in such year, rather than Taxes which are assessed or become a lien during such year. Taxes shall also include: (a) any tax, assessment, levy, imposition or charge imposed upon Landlord and measured by or based in whole or in part upon the Building, or the rents or other income from the Building, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair use or occupancy by Tenant of the Premises or any portion thereof, to the extent that such items would be payable if the Building was the only property of Landlord subject to same and the income received by Landlord from the Building was the only income of Landlord; any personal property taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances of Landlord used in connection with the Building; and (c) any special assessments against real property imposed in

connection with any public improvements or betterments.

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

ARTICLE V. SECURITY DEPOSIT.

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

ARTICLE VI. USE OF PREMISES.

- 6.1. Tenant's Permitted Use.** Tenant shall use the Premises only for Tenant's Permitted Use as set forth in Section 1.12 above and shall not use or permit the Premises to be used for any other purpose. Tenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to conduct Tenant's Permitted Use. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.
- 6.2. Use of Designated Parking.** Tenant shall have a license for the term of the Lease to use

the Designated Parking for the use of the Tenant, its employees, customers, and invitees. Tenant shall comply with all parking rules and regulations as provided by Landlord. Tenant shall not assign or sublet the parking spaces. Tenant shall not use or allow parking area to be used as storage. Landlord shall not be responsible for loss, injury, damage, or theft to vehicles or personal property in the parking area. Landlord shall have the right to temporarily close the parking area to perform necessary repairs, maintenance, and improvements.

6.3. Compliance with Laws and Other Requirements.

- (a) Tenant shall cause the Premises to comply in all material respects with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"), any certificate of occupancy, and any law, ordinance, regulation, covenant, condition or restriction affecting the Building or the Premises which in the future may become applicable to the Building or the Premises (collectively "Applicable Laws"). Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any Applicable Laws. Tenant shall pay all the costs, expenses, fines, penalties and damages which may be imposed upon Landlord or any Mortgagee (as hereinafter defined) by reason of or arising out of Tenant's failure to fully and promptly comply with this Section 6.2.
- (b) Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (i) violates any Applicable Law; (ii) causes or is reasonably likely to cause damage to the Building or any equipment, facilities or systems therein, or the Premises economic maintenance, operation and repair of the Building or any equipment, facilities or systems therein, or Landlord's provision of services to the Building, (iv) impairs the character, reputation or appearance of the Building; (v) violates a requirement or condition of any fire and extended insurance policy covering the Building and/or the Premises, or increases the cost of such policy; (vi) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other tenants or occupants of the Building or their equipment, facilities or systems; (vii) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located in the Building; or (viii) violates the Rules and Regulations.

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

in connection therewith.

6.4. Hazardous Materials.

- (a) No Hazardous Materials (as hereinafter defined) shall be Handled (as hereinafter defined) upon, about, above or beneath the Premises or any portion of the Building by or on behalf of Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. Any such Hazardous Materials so Handled shall be known as "Tenant's Hazardous Materials". Notwithstanding the foregoing, normal quantities of Tenant's Hazardous Materials customarily used in the conduct of general administrative and executive office activities (e.g., copier fluids and cleaning supplies) may be Handled at the Premises without Landlord's prior written consent. Tenant's Hazardous Materials shall be Handled at all times in compliance with the applicable manufacturer's instructions and all applicable Environmental Laws as hereinafter defined.
- (b) Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and expense, promptly take all actions required by any Regulatory Authority (as defined herein), or necessary for Landlord to make full economic use of the Premises or any portion of the Building, which requirements or necessity arises from the Handling of Tenant's Hazardous Materials upon, about, above or beneath the Premises or any portion of the Building. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises or any portion of the Building, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant shall take all actions necessary to restore the Premises or any portion of the Building to the condition existing prior to the introduction of Tenant's Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. Tenant shall nevertheless obtain Landlord's written approval prior to undertaking any actions required by this Section, which approval shall not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on the Premises or any portion of the Building. Notwithstanding the foregoing prohibition against the location of Tenant's Hazardous Materials upon, about, above or beneath the Premises or other portions of the Building, if Tenant causes any Tenant's Hazardous Materials to be located upon, about, above or beneath the Premises or any other portion of the Building, Tenant at its sole cost and expense will obtain insurance or other means of financial capability satisfactory to Landlord to assure compliance with the indemnity and other obligations of Tenant related to Tenant's Hazardous Materials set forth in this Lease. Such insurance or other means of financial capability shall be on such forms, in such amounts, with such persons as from time to time required by Landlord, and otherwise satisfactory to Landlord.
- (c) Tenant agrees to execute affidavits, representations, and the like from time to time

at Landlord's request stating Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. Tenant shall promptly provide Landlord with any notices relating to Tenant's Hazardous Materials which Tenant is obligated to provide Landlord under Environmental Laws.

- (d) "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any Regulatory Authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.
- (e) "Hazardous Materials" means: (a) any material, product, chemical, waste, or substance: (i) which is defined or becomes defined as a "hazardous substance", "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any products, by-products or fractions thereof; (iii) containing polychlorinated biphenyls (PCB's), hydrocarbons, chlorofluorocarbons or formaldehyde; (iv) containing asbestos; (v) which is radioactive; (vi) which is infectious; or (b) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by Environmental Laws; (c) any other materials which is potentially injurious to the public health, safety or welfare, the environment, the Premises or any portion of the Building, or cause a nuisance upon or waste to the Premises or any portion of the Building; or (d) any other materials which is a basis for liability of Landlord to any governmental agency or third party under Environmental Laws or common law theory. Hazardous Materials shall include all materials whether such material was defined, recognized, known or suspected of being hazardous, toxic, dangerous or wasteful at the time of any act or omission giving rise to Tenant's liability.
- (f) "Handle," "handle," "Handled," "handled," "Handling," or "handling" shall mean any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.
- (g) "Regulatory Authority" shall mean any federal, state or local governmental agency, commission, board or political subdivision.

ARTICLE VII. UTILITIES AND SERVICES.

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

no alterations or additions to the electric equipment or appliances without the prior written consent of Landlord in each instance.

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

ARTICLE VIII. MAINTENANCE AND REPAIRS.

- 8.1. Landlord's Obligations.** Landlord shall maintain and repair the following elements of the Building throughout the Lease Term: (A) the Building's shell and other structural portions of the Building (including, without limitation, the roof, foundations and external and load bearing walls), (B) the basic plumbing, heating, ventilating, air conditioning, mechanical, fire safety and sprinkler, and electrical systems within the Building's core and within the Premises (unless installed by Tenant), (C) the external facade and external windows, and (D) the Common Areas; provided, however, to the extent such maintenance and repair are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, agents, contractors, licensees or invitees, Tenant shall pay to Landlord, as additional rent, the costs of such maintenance and repair. Except as provided in Article XI, there shall be no abatement of Rent, nor shall there be any liability of Landlord, by reason of any injury or inconvenience to, or interference with, Tenant's business or operations arising from the making of, or failure to make, any maintenance or repairs in or to any portion of the Building.
- 8.2. Tenant's Obligations.** During the Lease Term, Tenant shall, at its sole cost and expense, maintain the Premises in good order and repair (including, without limitation, the carpet, wall-covering, doors, plumbing and other fixtures, equipment, alterations and improvements, whether installed by Landlord or Tenant. Further, Tenant shall be responsible for, and upon demand by Landlord shall promptly reimburse Landlord for, any damage to any portion of the Building or the Premises caused by (a) Tenant's activities in the Building or the Premises; (b) the performance or existence of any Alterations made by Tenant; (c) the installation, use, operation or movement of Tenant's property in or about the Building or the Premises; or (d) any act or omission by Tenant or its officers, partners, employees, agents, contractors, licensees or invitees.
- 8.3. Landlord's Rights.** Landlord and its contractors shall have the right, at all reasonable times and upon prior oral or telephonic notice to Tenant at the Premises, other than in the case of any emergency in which case no notice shall be required, to enter upon the Premises to make any repairs to the Premises or the Building reasonably required or

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

ARTICLE IX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

9.1 Tenant Improvement Allowance. Tenant shall have an improvement allowance for the Premises (defined as "TIA") in the amount of \$1.00 per square feet in the form of an annual rent credit applicable to Tenant's net rental obligation and only when improvements are first authorized by the Landlord. Tenant may also use the TIA to improve the Building, subject to Landlord's approval.

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

9.3 Performance of Alterations Work. All work relating to the Alterations shall be performed in compliance with the plans and specifications approved by Landlord, all Applicable Laws, ordinances, rules, regulations and directives of all governmental authorities having jurisdiction and the requirements of all carriers of insurance on the Premises and the Building, the Board of Underwriters, Fire Rating Bureau, or similar organization. All work shall be performed in a diligent, first class manner, using materials and equipment at least equal in quality, and class to the then standards for the Building,

and so as not to unreasonably interfere with any other tenants or occupants of the Building and Landlord's maintenance and operation of the Building. All costs incurred by Landlord relating to the Alterations shall be payable to Landlord by Tenant as additional rent upon demand. No asbestos-containing materials shall be used or incorporated in the Alterations. No lead-containing surfacing material, solder, or other construction materials or fixtures where the presence of lead might create a condition of exposure not in compliance with Environmental Laws shall be incorporated in the Alterations. In addition to the requirements of Article X, prior to the commencement of performing any Alterations, Tenant shall provide Landlord with evidence that Tenant carries "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require.

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

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

ARTICLE X. INDEMNIFICATION AND INSURANCE.

10.1. Indemnification.

- (a) Tenant hereby assumes all risk of loss, damage or injury to Tenant or to any other persons claiming through Tenant, or to their property, in, upon or about the Premises from any cause whatsoever and agrees that Landlord and any Mortgagee (as hereinafter defined), and each of their respective partners, directors, officers,

managers, members, affiliates, beneficiaries, trustees, representatives, agents, employees, successors and assigns ("Landlord Parties") shall not be liable for, and are hereby released from, any responsibility for (i) any such loss, damage or injury either to person or property or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in, upon or about the Building, or caused by the operations in construction of any private, public or quasi-public work, and (iii) even if negligent, consequential or special damages (in all cases, except to the extent that such damage is caused by the gross negligence of Landlord Parties). Tenant agrees to protect, indemnify, hold harmless and defend Landlord Parties (except to the extent that the losses described below are caused by the gross negligence of Landlord Parties) from and against any claim, suit, cause of action or judgment brought by or in favor of any person or persons for damage, loss, penalties, fines, liabilities or expense (including without limitation, attorney's fees, consultant fees and court costs) due to, but not limited to, bodily injury, including death, environmental damages, or property damage sustained by such person or persons:

- (1) which arises out of, is occasioned by or is in any way attributable to, the use or occupancy of the Premises or any portion of the Building by Tenant or the acts or omissions of Tenant or its partners, directors, officers, managers, members, affiliates, agents and employees, successors and assigns ("Tenant Parties"), except that caused by the sole active negligence or willful misconduct of Landlord Parties.
- (2) which arise from any violation of Applicable Laws, including without limitation, in connection with the Handling of any Tenant's Hazardous Materials, or the breach of any of the provisions of this Lease.

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

- (3) Landlord agrees to protect, indemnify, hold harmless and defend Tenant Parties from and against any and all loss, cost, damage, liability or expense, including without limitation reasonable attorneys' fees, with respect to any claim of damage or injury to persons or property at the Premises, caused by the gross negligence of Landlord Parties. In no event shall Landlord Parties be liable for consequential or special damages.
- (b) Notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.
- (c) Notwithstanding anything to the contrary contained in this Lease, nothing herein shall be construed to infer or imply that Tenant is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of Landlord.

10.2. Property Insurance.

- (a) At all times during the Lease Term, Tenant shall procure and maintain, at its sole

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

- (b) At all times during the Lease Term, Tenant shall procure and maintain business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils insured against in Section (a).
- (c) Landlord shall, at all times during the Lease Term, procure and maintain "all-risk" property insurance in the amount not less than ninety (90%) percent of the insurable replacement cost covering the Building in which the Premises are located.

10.3. Liability Insurance.

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

10.4. Policy Requirements.

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

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

- (c) Tenant shall have the right to provide the insurance required by this Article X pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and Landlord as required by this Lease.
- (d) Landlord may from time to time require that the amounts of insurance required to be maintained by Tenant under this Article X be increased and that Tenant carry such other types of insurance coverage and in such amounts covering the Premises and Tenant's operations therein so as to adequately protect Landlord's interest.
- (e) The minimum limits of policies of insurance required of Tenant under this Article X shall in no event limit the liability of Tenant under this Lease. In no event shall (i) the insolvency, bankruptcy or failure of any insurance company covering Tenant, (ii) the failure of any insurance company to pay claims occurring, or (iii) any exclusion from or insufficiency of coverage, affect, negate or waive any of Tenant's indemnity obligations under this Lease. The amount of liability insurance maintained by Tenant will not be reduced by the existence of insurance coverage under policies separately maintained by Landlord. Tenant will be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under its policies.

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

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

10.7. Compliance with Landlord's Insurance. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect of the Building and/or the property therein and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises which would increase any insurance rate in respect of the Building or the property therein over the rate which would otherwise

then be in effect or which would result in insurance companies of good standing refusing to insure the Building or the property therein in amounts reasonably satisfactory to Landlord, or which would result in the cancellation of or the assertion of any defense by the insurer in whole or in part to claims under any policy of insurance in respect of the Building or the property therein.

ARTICLE XI. DAMAGE AND DESTRUCTION.

- 11.1. Total Destruction.** Except as provided in Section 11.3 below, this Lease shall automatically terminate if the Building is totally destroyed.
- 11.2. Partial Destruction of Premises.** If the Premises are damaged or destroyed or rendered unusable by Tenant by any casualty which affects the Premises and/or the Common Areas and, in Landlord's opinion, the Premises (exclusive of any Alterations) and/or the Common Areas can be restored to its pre-existing condition (except for modifications required by any Applicable Laws or any Mortgagee or any other modification to the Common Areas deemed desirable by Landlord or the Premises made usable by Tenant within two hundred seventy (270) days after the date of the damage or destruction or rendered unusable by Tenant ("Anticipated Completion Date"), Landlord shall, upon written notice from Tenant to Landlord of such damage, except as provided in Section 11.3, promptly and with due diligence (subject to delays for insurance adjustment or other matters beyond Landlord's control) repair any damage to the Premises (exclusive of any Alterations to the Premises made by Tenant, which shall be promptly repaired by Tenant at its sole expense) and, until such repairs are completed or the Premises made usable by Tenant, the Rent shall be abated from the date of damage or destruction or the Premises rendered unusable by Tenant in the same proportion that the rentable area of the portion of the Premises which is damaged or destroyed or is unusable by Tenant in the conduct of its business bears to the total Rentable Area of the Premises. The Rent shall not be abated if either (i) the damage or destruction is repaired within five (5) business days after Landlord receives written notice from Tenant of the casualty, or (ii) any Tenant Parties is, in whole or in part, responsible for the damage or destruction.
- 11.3. Exceptions to Landlord's Obligations.** Notwithstanding anything to the contrary contained in this Article XI, Landlord shall have no obligation to repair the Premises, and may instead terminate this Lease as of the date of the damage or destruction, by written notice given to Tenant within sixty (60) days after the date of the damage or destruction, if: (A) repairs of such damage or destruction cannot, in Landlord's opinion, be made on or before the Anticipated Completion Date; (B) the Building in which the Premises are located is so damaged as to require repairs to the Building exceeding twenty (20) percent of the full insurable value of the Building; (C) Landlord elects to demolish the Building in which the Premises are located, or rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; (D) the damage or destruction occurs less than two (2) years prior to the Expiration Date, exclusive of option periods; (E) Landlord is unable to obtain insurance proceeds sufficient to cover the cost of repairing such damage or destruction; or (F) any Mortgagee shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt or shall

terminate the ground lease, as the case may be.

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

ARTICLE XII. CONDEMNATION.

- 12.1. Taking.** If the entire Premises or so much of the Premises as to render the balance unusable by Tenant shall be taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public purpose (collectively "Condemnation"), and if Landlord, at its option, is unable or unwilling to provide substitute premises containing at least as much as the Rentable Area of the Premises or Landlord determines that alteration or reconstruction is not economically justified, then this Lease shall terminate on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier.
- 12.2. Award.** In the event of any Condemnation, the entire award for such taking shall belong to Landlord, and Tenant expressly assigns to Landlord all of its right, title and interest in and to every such award. Tenant shall have no claim against Landlord or the award for the value of any unexpired term of this Lease or otherwise. Tenant, however, shall be entitled to independently pursue a separate award in a separate proceeding for Tenant's relocation costs directly associated with the Condemnation, provided such separate award does not diminish the award available to Landlord or any Mortgagee and is payable separately to Tenant.
- 12.3. Temporary Taking.** No temporary taking of the Premises shall terminate this Lease or entitle Tenant to any abatement of the Rent payable to Landlord under this Lease; provided, further, that any award for such temporary taking shall belong to Tenant to the extent that the award represents compensation for the use and occupancy of the Premises, for the taking of Tenant's personal property and for moving expenses and applies to any time period during the Lease Term, and to Landlord to the extent that the award represents reimbursement for the cost of restoration of the Premises or applies to any time period outside the Lease Term.

ARTICLE XIII. RELOCATION.

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

ARTICLE XIV. ASSIGNMENT AND SUBLETTING.

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

ARTICLE XV. DEFAULT AND REMEDIES.

- 15.1. Events of Default by Tenant.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:
- (a) The failure by Tenant to pay Rent, additional rent or make any other payment required to be made by Tenant hereunder as and when due.
 - (b) The abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for fourteen (14) consecutive days (with or without the payment of Rent).
 - (c) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, other than those described in Sections (a) and (b) above, if such failure continues for ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within the ten (10) day period, no default shall exist if Tenant commences the curing of the default within the ten (10) day period and thereafter diligently prosecutes the same to completion and if Landlord or any Mortgagee will not be subject to prosecution for a crime or termination of any Superior Mortgage. The ten (10) day notice described herein shall be in lieu of, and not in addition to, any notice required under law, now or hereafter in effect, requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding.
 - (d) Any material misrepresentation herein, or material misrepresentation or omission in any financial statements or other materials provided by Tenant or any Guarantor in connection with negotiating or entering into this Lease or in connection with any Transfer under Article XIV.
- 15.2. Landlord's Right to Terminate Upon Tenant Default.** In the event of any default by Tenant as provided in Section 15.1 above, Landlord shall have the right to terminate this

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

- (a) The amount of any unpaid Rent which had been earned at the time of such termination; plus
- (b) The amount of Rent to be paid by Tenant under this Lease for the balance of the original lease term, less the fair rental value of the Premises for said; plus
- (c) Any other sum of money owed by Tenant to Landlord under the terms of this Lease; plus
- (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom plus
- (e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws; and
- (f) Interest on the foregoing amounts from the time due to be paid by Tenant (or, in the case of damages incurred by Landlord, from the time incurred by Landlord) until the time actually paid to Landlord at the Interest Rate.

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

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

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

shall be payable to Landlord as additional rent on demand and Landlord shall have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of Rent.

- 15.6. Non-Waiver.** Nothing in this Article shall be deemed to affect Landlord's rights to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. The failure or delay by Landlord to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of Landlord thereafter to enforce each and every such right or remedy or other provision. No waiver by Landlord of any default by Tenant will be held to be a waiver of any other or subsequent default by Tenant. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of the Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in the Lease.
- 15.7. Cumulative Remedies.** The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the Lease. In addition to the other remedies provided in the Lease, including the right to terminate this Lease, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.
- 15.8. Form of Payment After Default.** Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any subsequent amounts paid by Tenant to Landlord hereunder be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.
- 15.9. Efforts to Relet.** No reentry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant.

ARTICLE XVI. ATTORNEYS FEES; COSTS OF SUIT.

- 16.1. Attorneys Fees.** If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment and irrespective of any court schedule of reasonable attorneys' fees. In addition, Tenant shall reimburse Landlord, upon demand, for all reasonable attorneys' fees incurred in collecting Rent or otherwise seeking enforcement against Tenant, its sublessees and assigns, of Tenant's obligations under this Lease.
- 16.2. Indemnification.** Should Landlord be made a party to any litigation instituted by Tenant against a party other than Landlord, or by a third party against Tenant, Tenant shall indemnify, hold harmless and defend Landlord from any and all loss, cost, liability, damage or expense incurred by Landlord, including attorneys' fees, in connection with the litigation.

ARTICLE XVII. ESTOPPEL CERTIFICATES.

- 17.1.** Tenant agrees at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate addressed and certifying to Landlord, to any current or prospective Mortgagee or any assignee thereof, to any prospective purchaser of the land, improvements or both comprising the Building, and to any other party designated by Landlord, (A) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (B) that Tenant has accepted possession of the Premises, which are acceptable in all respects, and that any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; (C) that Tenant is in full occupancy of the Premises; that no rent has been paid more than [one (1)/number of month(s) in words (number of month(s) in numbers)] month(s) in advance; (D) that the first month's Rent has been paid; (E) that Tenant is entitled to no free rent or other concessions except as stated in this Lease; (F) that Tenant has not been notified of any previous assignment of Landlord's or any predecessor landlord's interest under this Lease; (G) the dates to which Rent, additional rental and other charges have been paid; (H) that Tenant, as of the date of such certificate, has no charge, lien or claim of setoff under this Lease or otherwise against Rent, additional rental or other charges due or to become due under this Lease; (I) that Landlord is not in default in the performance of any covenant, agreement or condition contained in this Lease; or (J) any other matter relating to this Lease or the Premises or, if so, specifying each such default. If Tenant does not execute, acknowledge and deliver to Landlord the statement as and when required herein, Landlord is hereby granted an irrevocable power-of-attorney, coupled with an interest, to execute such statement on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

ARTICLE XVIII. ENTRY BY LANDLORD.

- 18.1.** Landlord may enter the Premises at all reasonable times to: (A) inspect the same; (B) exhibit the same to prospective purchasers, Mortgagees or tenants; (C) determine whether Tenant is complying with all of its obligations under this Lease; (D) supply janitorial and other services to be provided by Landlord to Tenant under this Lease; (E) post notices of non-responsibility; (F) perform any covenants of Tenant which Tenant fails to perform pursuant to Section 15.5; and (G) make repairs or improvements in or to the Building or its systems and equipment or the Premises; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated by Tenant in writing in advance), and Landlord shall have the right to use any and all means by which Landlord may deem proper to open such doors to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any such means, or otherwise, shall not under any circumstances be deemed or construed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from any part of the Premises. Such entry by Landlord shall not act as a termination of Tenant's duties under this Lease. If Landlord shall be required to obtain entry by means other than a key provided by Tenant, the cost of such entry shall be payable by Tenant to Landlord as additional rent.
- 18.2.** If, during the last month of the Lease Term, Tenant has removed all or substantially all of Tenant's property from the Premises, Landlord may, with prior notice to Tenant, immediately enter the Premises and alter, renovate and decorate the same, without liability to Tenant and without reducing or otherwise affecting Tenant's covenants and obligations under this Lease.

ARTICLE XIX. SURRENDER AND EARLY TERMINATION.

- 19.1.** Both Landlord and Tenant shall have a one time right to terminate the lease after the 18th month of lease payment is paid. The party seeking to execute this option for early termination must provide the other party with six (6) months' written notice of their intent to exercise the option for early termination. If the Tenant exercises this option, it will owe a termination penalty equal to unamortized transaction costs using an 8% interest factor. Transaction costs shall include any rent abatement, TIA, or commissions.
- 19.2.** Subject to the provisions of Section 9.5, upon expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord "broom clean" and in the same condition as existed on the date Tenant first occupied the Premises, subject to reasonable wear and tear.
- 19.3.** No act or thing done by Landlord or its agent shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises. The voluntary or other surrender

of this Lease by Tenant, whether accepted by Landlord, or a mutual termination hereof, shall not work a merger, and at Landlord's option, shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such subleases or subtenancies.

ARTICLE XX. HOLDOVER TENANCY.

- 20.1.** If Tenant holds possession of the Premises after the Expiration Date or earlier termination of the Lease Term, by lapse of time or otherwise, Tenant shall become a Tenant at sufferance upon all of the terms contained herein, except as to Lease Term and Rent. During such holdover period, Tenant shall pay to Landlord a monthly rental equivalent to two hundred (200) percent of the Rent payable by Tenant to Landlord with respect to the last month of the Lease Term. The monthly rent payable for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession.
- 20.2.** Without limiting the foregoing provision, Tenant hereby agrees to indemnify, defend and hold harmless Landlord Parties from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including without limitation, court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession, which obligations shall survive the Expiration Date or earlier termination of the Lease Term. Nothing contained in this Article XX shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease. The provisions of this Article XX shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

ARTICLE XXI. NOTICES.

- 21.1.** All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by (A) by mailing via registered or certified mail, postage prepaid, return receipt requested, (B) by a nationally recognized overnight courier, or (C) by hand delivery, in each case addressed to Landlord at the address for Landlord set forth in Section 1.13 above and to Tenant at the address for Tenant set forth in Section 1.14 above, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served (i) if mailed, on the third business day following the day so mailed, (ii) if sent by overnight courier, on the first business day following the day sent, or (iii) if hand delivered, on the date delivered and receipted by the party to whom addressed (or on the date that such receipt is refused).

ARTICLE XXII. SIGNAGE.

- 22.1.** Tenant shall be entitled, at Landlord's expense, to building standard suite-entry signage, and Tenant's name and suite numbers will be identified on the Building directory in the

first floor lobby. Changes to such signage or listings shall be at Tenant's expense. Subject to Landlord's reasonable approval, Tenant shall be entitled, at its expense, to install and maintain signage with its name and/or logo inside the Premises in a location which is visible from the entry doorway.

ARTICLE XXIII. MISCELLANEOUS.

- 23.1. Entire Agreement.** This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection with such leasing. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises or statements made by Landlord or any agent of Landlord, except as expressly set forth herein. This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties.
- 23.2. Amendments.** This Lease shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant. Landlord shall not have waived or released any of its rights hereunder unless in writing and executed by Landlord.
- 23.3. Successors.** Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein shall bind and benefit the successors and assigns of the parties hereto, provided this Section 23.3 shall not permit any assignment by Tenant contrary to the provision of Article XIV.
- 23.4. Force Majeure.** Landlord shall incur no liability to Tenant with respect to, and shall not be responsible for any failure to perform, any of Landlord's obligations hereunder if such failure is caused by any reason beyond the control of Landlord, including, but not limited to, accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, any act or default of Tenant or other parties, fire, earthquake, failure or disruption of utility services, or difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies. The amount of time for Landlord to perform any of Landlord's obligations shall be extended by the amount of time Landlord is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.
- 23.5. Survival of Obligations.** Any obligations of Tenant accruing prior to the expiration of the Lease shall survive the expiration or earlier termination of the Lease, and Tenant shall promptly perform all such obligations whether or not this Lease has expired or been terminated.
- 23.6. Light and Air.** No diminution or shutting off of any light, air or view by any structure now or hereafter erected shall in any manner affect this Lease or the obligations of Tenant hereunder, or increase any of the obligations of Landlord hereunder.
- 23.7. Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Illinois.

- 23.8. Severability.** In the event any provision of this Lease is found to be unenforceable, the remainder of this Lease shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.
- 23.9. Captions.** All captions, headings, titles, table of contents, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.
- 23.10. Interpretation.** Tenant acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.
- 23.11. Independent Covenants.** Each covenant, agreement, obligation or other provision of this Lease to be performed by Tenant are separate and independent covenants of Tenant, and not dependent on any other provision of the Lease.
- 23.12. Number and Gender.** All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.
- 23.13. Time is of the Essence.** Time is of the essence of this Lease and the performance of all obligations hereunder.
- 23.14. Joint and Several Liability.** If Tenant comprises more than one person or entity, or if this Lease is guaranteed by any party, all such persons shall be jointly and severally liable for payment of rents and the performance of Tenant's obligations hereunder.
- 23.15. No Counterclaim; Choice of Laws.** It is mutually agreed that in the event Landlord commences any summary proceeding for nonpayment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding. In addition, Tenant hereby submits to local jurisdiction Lake County in the State of Illinois and agrees that any action by Tenant against Landlord shall be instituted in Lake County in the State of Illinois and that Landlord shall have personal jurisdiction over Tenant for any action brought by Landlord against Tenant in the State of Illinois.
- 23.16. Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document, and all such counterparts taken together shall constitute one and the same instrument.

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

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

LANDLORD:

VILLAGE OF MUNDELEIN

By: _____
Name: Eric Guenther
Title: Village Administrator

WITNESS:

TENANT:

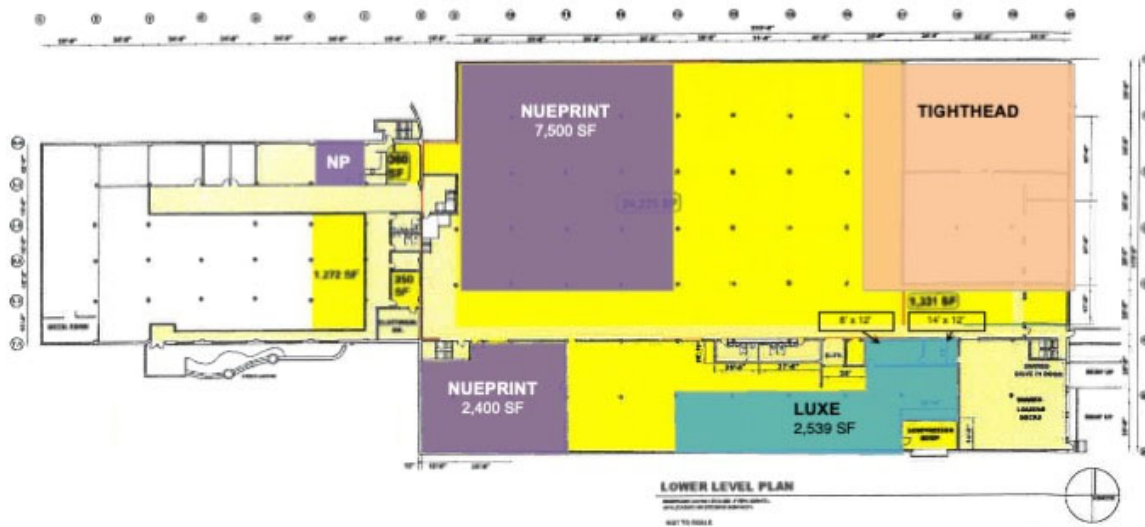
NuePrint, Inc..

By: _____
Name: _____
Title: _____

WITNESS:

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EXHIBIT A
FLOOR PLAN



To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of June 23, 2025

Subject: Luxe Lease Agreement - 161 - 165 North Archer Avenue, Mundelein, Illinois

Financial Impact:
\$952.12 per month

Attachments:

1. R-25-06-40 - Luxe Lease
2. R-25-06-40 - Site Plan

Background:

Luxe Biz is a sales and service organization that offers engineered manufacturing process solutions to its customers. These solutions include turnkeys on new milling, turning & grinding machines as well as training and after-the-sale support. Going forward they intend to focus on innovation through automation and exploring artificial intelligence solutions for their customers.

They are interested in leasing space near Tighthead, off the dock, to store and stage as they prepare for expansion. This will be a one-year lease for 2,539 square feet at a storage/staging rate.

Recommendation:

Motion to adopt a Resolution approving and authorizing execution of a Lease Agreement between the Village of Mundelein, Landlord, and Iverson & Company d/b/a Luxe Biz Partners (Tenant) at 161-165 North Archer Avenue.

I hereby certify that the attached is an original of

Resolution No. R-25-06-40

that said Resolution was adopted on **June 23, 2025**,

that it was posted in the Village Hall commencing on

6/24/2025 and for at least 10 days

thereafter. Copies are available for public inspection

upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-06-40

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE VILLAGE OF MUNDELEIN, LANDLORD, AND IVERSON & COMPANY D/B/A LUXE BIZ PARTNERS, TENANT

WHEREAS, the Village of Mundelein, an Illinois municipal corporation (the “Village”) has considered a lease agreement with Iverson & Company D/B/A Luxe Biz Partners (the “Tenant”) for the Tenant to lease from the Village approximately 2,539 square feet of office space at 161-165 North Archer Avenue in the form attached hereto as **Exhibit A** (the “Lease Agreement”) with an initial monthly rent of \$4.50 per square foot in the space commencing on July 1, 2025 and expiring on June 30, 2026;

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

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

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

XXX this 23rd day of June 2025 by roll call vote.

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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

LEASE AGREEMENT BETWEEN
VILLAGE OF MUNDELEIN, LANDLORD, AND IVERSON & COMPANY d/b/a LUXE BIZ
PARTNERS, TENANT

COMMERICAL LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease"), dated May 23, 2025, is made and entered into by and between the Village of Mundelein ("Landlord") and Iverson & Company d/b/a Luxe Biz Partners, ("Tenant") upon the following terms and conditions:

ARTICLE I. DEFINITIONS.

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

- 1.1. Building.** The term "Building" shall mean the building located at 161-165 N. Archer Ave., Mundelein, Illinois, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks, and landscaping.
- 1.2. Premises.** The term "Premises" shall mean the space depicted on Exhibit A, which is 2539 square feet of storage area and includes two offices off the dock.
- 1.3. Rentable Area of the Premises.** The term "Rentable Area of the Premises" shall mean the space, which Landlord and Tenant have stipulated as the Rentable Area of the Premises. Tenant acknowledges that the Rentable Area of the Premises includes the usable area, without deduction for columns or projections, multiplied by a load factor to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, restrooms and other public, common and service areas of the Building.
- 1.4. Designated Parking.** The term "Designated Parking" shall mean the parking spaces assigned to tenants of Archer Business Center.
- 1.5. Lease Term.** The term "Lease Term" shall mean the period between the Commencement Date and the Expiration Date (as such terms are hereinafter defined), unless sooner terminated as otherwise provided in this Lease.
- 1.6. Commencement Date.** Subject to adjustment as provided in Article III, the term "Commencement Date" shall mean July 1, 2025.
- 1.7. Expiration Date.** Subject to adjustment as provided in Article III, the term "Expiration Date" shall mean June 30, 2026.
- 1.8. Base Rent.** Subject to adjustment as provided in Article IV, the term "Base Rent" shall be: based on \$4.50 per square foot and mean \$952.12 Dollars per month
- 1.9. Tenant's Percentage Share.** The term "Tenant's Percentage Share" shall mean the tenant's proportional share with respect to Operating Expenses, including Real Estate Taxes, CAM, and Utilities. Landlord may reasonably redetermine Tenant's Percentage Share from time to time.
- 1.10. Tenant's Improvement Allowance.** Due to the term of the lease, there is no "Tenant's Improvement Allowance."
- 1.11. Security Deposit.** The term "Security Deposit" shall mean \$2,000 Dollars.
- 1.12. Tenant's Permitted Use.** The term "Tenant's Permitted Use" shall mean temporary

staging area for advanced manufacturing equipment training and educational use, entrepreneurial incubator, administrative offices.

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

1.14. Tenant's Address for Notices. The term "Tenant's Address for Notices" shall mean Iverson & Company d/b/a Luxe Biz Partners, c/o DeJuan Lever, 161-165 N. Archer Avenue, Mundelein, IL 60060.

1.15. Broker. The term "Broker" shall mean Sam Badger of CBRE representing the Tenant and Mike Graham of CBRE, representing the Landlord, 700 Commerce Drive, Suite 450, Oak Brook, IL 60523.

ARTICLE II. PREMISES.

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

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

Tenant shall contract an architect to assess and ensure the Premises are compliant with all necessary building codes, ordinances and regulations required for the Tenant's intended public use. The Premises shall not be used for public use until it is compliant with all necessary codes, ordinances, and regulations. Tenant shall inform Landlord when the Premises is compliant, and allow Landlord to inspect.

ARTICLE III. TERM.

3.1. Lease Term. Except as otherwise provided in this Lease, the Lease Term shall be for the period commencing on the Commencement Date and ending on the Expiration Date; provided, however, that if, for any reason, Landlord is unable to deliver possession of the Premises on the Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall the

Lease be void or voidable, but, rather, the Lease Term shall commence upon, and the Commencement Date shall be, the date that possession of the Premises is so tendered to Tenant (except for Tenant-caused delays which shall not be deemed to delay commencement of the Lease Term), and, unless Landlord elects otherwise, the Expiration Date shall be extended by an equal number of days.

3.2. Renewal Option: If mutually agreed upon by both parties to extend the lease after the original lease terms, tenant will have the option to renew for a one (1)-year lease term for any or all of the space then under lease by Tenant in the Building. The rent renewal option shall equal to the rental rate prior to the commencement of the new renewal term.

ARTICLE IV. RENTAL.

4.1. Definition of Operating Expenses. As used herein,

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

- (1) Taxes (as hereinafter defined).
- (2) Premiums for property, casualty, liability insurance.
- (3) Cleaning expenses, including without limitation janitorial services, window cleaning, and garbage and refuse removal.
- (4) Landscaping expenses, including without limitation irrigating, trimming, mowing, fertilizing, seeding, and replacing plants and all supplies, tools, equipment and materials used in connection therewith.
- (5) Heating, ventilating, air conditioning, gas, electricity, water, sewer, telephone, elevator and other service systems, and the cost of maintenance and service contracts in connection therewith.
- (6) Subject to the provisions of Section VIII below, the cost of maintaining, operating, repairing and replacing components of equipment or machinery, including, without limitation, heating, refrigeration, ventilation, electrical, plumbing, mechanical, elevator, escalator, sprinklers, fire/life safety, security, and energy management systems, including service contracts, maintenance contracts, supplies and parts.
- (7) Any capital expenditure that is classified as a deferred expense pursuant to generally accepted accounting principles (amortized over a useful life of not more than ten (10) years).
- (8) Costs of policing, security and supervision of the Building.
- (9) Cost of the rental of any machinery or equipment and the cost of supplies used in the maintenance and operation of the Building.
- (10) The costs of licenses, certificates, permits, inspections, and the costs of contesting any governmental enactments which may affect Operating Expenses.
- (11) Amortization (including interest on the unamortized cost) of the cost of acquiring or the

rental expense of personal property used in the maintenance, operation and repair of the Building or any portion thereof.

Operating Expenses shall not include (1) costs of alteration of the premises of tenants of the Building; (2) depreciation charges of the Building or equipment and any interest or other financing charges; (3) interest and principal payments on mortgages, deeds of trust or other debt; (4) ground rental payments; (5) real estate brokerage and leasing commissions; (6) expenses incurred in enforcing obligations of tenants of the Building; (8) costs of any special service provided to any one tenant of the Building but not to tenants of the Building generally; and (9) costs of marketing or advertising the Building (including tenant relation programs and events).

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

(c) Operating Costs: Landlord shall use commercially reasonable efforts to minimize Operating Costs in a manner consistent with good business practices, and there shall be no duplication in charges to Tenant. All Operating Costs shall be determined in accordance with Generally Accepted Accounting Practices, consistently applied (the "Accounting Principles"), and based upon competitive charges for similar services and/or materials that are available in the general geographical area of the Project.

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

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

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

(b) Within one hundred twenty (120)/number of days after the close of each lease year or as soon thereafter as is practicable, Landlord shall deliver to Tenant a statement of that year's Operating Expenses, and the actual Operating Expense Adjustment to be made pursuant to Section 4.2 for such calendar year, as determined by Landlord (the "Landlord's Statement") and such Landlord's Statement shall be binding upon Tenant, except as provided in Section 4.4 below. If the amount of the actual Operating Expense Adjustment is more than the estimated payments of Tenant's Percentage Share of Operating Expenses for such calendar year made by Tenant, Tenant shall pay the deficiency to Landlord upon receipt of Landlord's Statement. If the amount of the actual Operating Expense Adjustment is less than the estimated payments for such

calendar year made by Tenant, any excess shall be credited against Rent (as hereinafter defined) next payable by Tenant under this Lease or, if the Lease Term has expired, any excess shall be paid to Tenant after the Expiration Date with interest on such excess amount at the Interest Rate from the date paid by Tenant to the date of such credit. No delay in providing the statement described in this (b) shall act as a waiver of Landlord's right to payment under Section 4.2 above.

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

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

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

(b) Any audit conducted shall be conducted upon not less than thirty (30) days' prior written notice, at Landlord's manager's corporate offices presently located at the address set forth in Section 1.13 during Landlord's Business Hours and in the manner so as to minimize interference with Landlord's business operations. Tenant agrees that any review of records under this Section 4.4 shall be conducted by an independent firm of certified public accountants of national standing. Tenant acknowledges and agrees that any records reviewed pursuant to this Section 4.4 constitute confidential information of Landlord, which shall not be disclosed to anyone other than the accountants performing the review and the principals of Tenant who receive the results of the review. The disclosure of such information to any other person, whether or not caused by the conduct of Tenant, shall constitute a material breach of this Lease.

(c) Any errors disclosed by the review shall be promptly corrected by Landlord, provided, however, that if Landlord disagrees with any such claimed errors, Landlord shall have the right

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

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

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

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

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

4.8. Taxes.

(a) The term "Taxes" shall mean the aggregate amount of all real estate taxes, assessments (whether they be general or special), sewer rents or water and charges, transit taxes, taxes based

upon the receipt of rent or as against the business of leasing the Building, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing and operation of the Building, or any part thereof. Taxes shall also include all fees and costs, including attorneys' fees, appraisals and consultants' fees, incurred by Landlord in seeking obtain a reassessment, reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year shall be Taxes which are due for payment or paid in such year, rather than Taxes which are assessed or become a lien during such year. Taxes shall also include: (a) any tax, assessment, levy, imposition or charge imposed upon Landlord and measured by or based in whole or in part upon the Building, or the rents or other income from the Building, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair use or occupancy by Tenant of the Premises or any portion thereof, to the extent that such items would be payable if the Building was the only property of Landlord subject to same and the income received by Landlord from the Building was the only income of Landlord; any personal property taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances of Landlord used in connection with the Building; and (c) any special assessments against real property imposed in connection with any public improvements or betterments. Landlord shall use commercially reasonable efforts to seek reassessment, reduction of, or a limit on the increase in Taxes. Refunds of Taxes shall be credited against Operating Expenses and refunded proportionately to Tenant, regardless of when received, based on the year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such year exceed the total amount paid by Tenant as Operating Expense Adjustment for such year. If Taxes for any period during the Lease Term are increased after payment thereof for any reason, including without limitation, error or reassessment by applicable governmental authorities, Tenant shall pay Landlord upon demand Tenant's Percentage Share of any such increased Taxes included by Landlord as Taxes pursuant to the terms of this Lease.

ARTICLE V. SECURITY DEPOSIT.

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

the right to transfer the Security Deposit to the purchaser or lessor, as the case may be, and upon any such transfer Landlord shall be relieved of all liability to Tenant for the return of the Security Deposit, and Tenant shall look solely to the new owner or lessor for the return of the Security Deposit.

ARTICLE VI. USE OF PREMISES.

6.1. Tenant's Permitted Use. Tenant shall use the Premises only for Tenant's Permitted Use as set forth in Section 1.12 above and shall not use or permit the Premises to be used for any other purpose. Tenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to conduct Tenant's Permitted Use. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

After the current tenants vacate the Premises, prior to Lease commencement and while preparing the space for occupancy, Tenant shall be allowed to use the leased space for staging purposes at no additional cost.

6.2. Use of Designated Parking. Tenant shall have a license for the term of the Lease to use the Designated Parking for the use of the Tenants at Archer Business Center, its employees, customers, and invitees. Tenant shall comply with all parking rules and regulations as provided by Landlord. Tenant shall not assign or sublet the parking spaces. Tenant shall not use or allow parking area to be used as storage. Landlord shall not be responsible for loss, injury, damage, or theft to vehicles or personal property in the parking area. Landlord shall have the right to temporarily close the parking area to perform necessary repairs, maintenance, and improvements.

6.3. Compliance with Laws and Other Requirements.

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

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

reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located in the Building; or (viii) violates the Rules and Regulations.

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

6.4. Hazardous Materials.

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

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

of Tenant related to Tenant's Hazardous Materials set forth in this Lease. Such insurance or other means of financial capability shall be on such forms, in such amounts, with such persons as from time to time required by Landlord, and otherwise satisfactory to Landlord.

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

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

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

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

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

ARTICLE VII. UTILITIES AND SERVICES.

7.1. **Tenant's utilities.** Tenant understands that Landlord shall not provide or pay for electricity or lighting controlled by switches that Tenant controls manually for electricity for Tenant's outlets, all of which electricity shall be paid for by Tenant. Tenant shall make all necessary arrangements with the utility company for metering and paying for electric current furnished by it to Tenant, and Tenant shall pay for all charges for electric current consumed on the Premises during Tenant's occupancy thereof. Tenant shall make no alterations or additions to the electric equipment or appliances without the prior written consent of Landlord in each

instance.

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

ARTICLE VIII. MAINTENANCE AND REPAIRS.

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

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

8.3. Landlord's Rights. Landlord and its contractors shall have the right, at all reasonable times and upon prior oral or telephonic notice to Tenant at the Premises, other than in the case of any emergency in which case no notice shall be required, to enter upon the Premises to make any repairs to the Premises or the Building reasonably required or deemed reasonably necessary by Landlord and to erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs.

ARTICLE IX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

9.1. Tenant Improvement Allowance. There is no TIA due to the fact that this is a short-term lease.

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

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

9.4. Liens. Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep Landlord, the Premises and the Building free from all liens, stop

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

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

ARTICLE X. INDEMNIFICATION AND INSURANCE.

10.1. Indemnification.

(a) Tenant hereby assumes all risk of loss, damage or injury to Tenant or to any other persons claiming through Tenant, or to their property, in, upon or about the Premises from any cause whatsoever and agrees that Landlord and any Mortgagee (as hereinafter defined), and each of their respective partners, directors, officers, managers, members, affiliates, beneficiaries, trustees, representatives, agents, employees, successors and assigns ("Landlord Parties") shall not be liable for, and are hereby released from, any responsibility for (i) any such loss, damage or injury either to person or property or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in, upon or about the Building, or caused by the operations in construction of any private, public or quasi-public work, and (iii) even if negligent, consequential or special damages (in all cases, except to the extent that such damage is caused by the gross negligence of Landlord Parties). Tenant agrees to protect, indemnify, hold harmless and defend Landlord Parties (except to the extent that the losses described below are caused by the gross negligence of Landlord Parties) from and against any claim, suit, cause of action or judgment brought by or in favor of any person or persons for damage, loss, penalties, fines, liabilities or expense (including without limitation, attorney's fees, consultant fees and court costs) due to, but not limited to, bodily injury, including death, environmental damages, or property damage sustained by such person or persons:

(1) which arises out of, is occasioned by or is in any way attributable to, the use or occupancy of the Premises or any portion of the Building by Tenant or the acts or omissions of

Tenant or its partners, directors, officers, managers, members, affiliates, agents and employees, successors and assigns ("Tenant Parties"), except that caused by the sole active negligence or willful misconduct of Landlord Parties.

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

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

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

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

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

10.2. Property Insurance.

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

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

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

10.3. Liability Insurance.

(a) At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the

Premises and the business operated by Tenant. Such insurance shall have a minimum combined single limit of liability of at least Two Million (\$2,000,000) Dollars per occurrence and a general aggregate limit of at least Two Million (\$2,000,000) Dollars. All such policies shall be written to apply to all bodily injury, property damage and personal injury losses.

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

10.4. Policy Requirements.

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

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

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

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

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

retentions, audits, retrospective adjustments or any other kind of payment due under its policies.

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

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

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

ARTICLE XI. DAMAGE AND DESTRUCTION.

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

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

for the damage or destruction.

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

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

ARTICLE XII. CONDEMNATION.

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

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

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

ARTICLE XIII. RELOCATION.

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

ARTICLE XIV. ASSIGNMENT AND SUBLETTING.

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

ARTICLE XV. DEFAULT AND REMEDIES.

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

- (a) The failure by Tenant to pay Rent, additional rent or make any other payment required to be made by Tenant hereunder as and when due.
- (b) The abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for fourteen (14) consecutive days (with or without the payment of Rent).
- (c) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, other than those described in Sections (a) and (b) above, if such failure continues for ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within the ten (10) day period, no default shall exist if Tenant commences the curing of the default within the ten (10) day period and thereafter diligently prosecutes the same to completion and if Landlord or any Mortgagee will not be subject to prosecution for a crime or termination of any Superior Mortgage. The ten (10) day notice described herein shall be in lieu of, and not in addition to, any notice required under law, now or hereafter in effect, requiring that notice of default be given

prior to the commencement of an unlawful detainer or other legal proceeding.

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

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

- (a) The amount of any unpaid Rent which had been earned at the time of such termination; plus
- (b) The amount of Rent to be paid by Tenant under this Lease for the balance of the original lease term, less the fair rental value of the Premises for said; plus
- (c) Any other sum of money owed by Tenant to Landlord under the terms of this Lease; plus
- (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom plus
- (e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws; and
- (f) Interest on the foregoing amounts from the time due to be paid by Tenant (or, in the case of damages incurred by Landlord, from the time incurred by Landlord) until the time actually paid to Landlord at the Interest Rate.

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

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

15.5. Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, make any payment or perform any such other act on Tenant's part to be made

or performed, without waiving or releasing Tenant of its obligations under this Lease. Any sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the Interest Rate from the date of such payment, shall be payable to Landlord as additional rent on demand and Landlord shall have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of Rent.

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

15.7. Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the Lease. In addition to the other remedies provided in the Lease, including the right to terminate this Lease, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

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

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

ARTICLE XVI. ATTORNEYS FEES; COSTS OF SUIT.

16.1. Attorneys Fees. If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the

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

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

ARTICLE XVII. ESTOPPEL CERTIFICATES.

17.1. Tenant agrees at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate addressed and certifying to Landlord, to any current or prospective Mortgagee or any assignee thereof, to any prospective purchaser of the land, improvements or both comprising the Building, and to any other party designated by Landlord, (A) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (B) that Tenant has accepted possession of the Premises, which are acceptable in all respects, and that any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; (C) that Tenant is in full occupancy of the Premises; that no rent has been paid more than [one (1)/number of month(s) in words (number of month(s) in numbers)] month(s) in advance; (D) that the first month's Rent has been paid; (E) that Tenant is entitled to no free rent or other concessions except as stated in this Lease; (F) that Tenant has not been notified of any previous assignment of Landlord's or any predecessor landlord's interest under this Lease; (G) the dates to which Rent, additional rental and other charges have been paid; (H) that Tenant, as of the date of such certificate, has no charge, lien or claim of setoff under this Lease or otherwise against Rent, additional rental or other charges due or to become due under this Lease; (I) that Landlord is not in default in the performance of any covenant, agreement or condition contained in this Lease; or (J) any other matter relating to this Lease or the Premises or, if so, specifying each such default. If Tenant does not execute, acknowledge and deliver to Landlord the statement as and when required herein, Landlord is hereby granted an irrevocable power-of-attorney, coupled with an interest, to execute such statement on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

ARTICLE XVIII. ENTRY BY LANDLORD.

18.1. Landlord may enter the Premises at all reasonable times to: (A) inspect the same; (B) exhibit the same to prospective purchasers, Mortgagees or tenants; (C) determine whether Tenant is complying with all of its obligations under this Lease; (D) supply janitorial and other services to be provided by Landlord to Tenant under this Lease; (E) post notices of non-responsibility; (F) perform any covenants of Tenant which Tenant fails to perform pursuant to Section 15.5; and (G) make repairs or improvements in or to the Building or its systems and equipment or the

Premises; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated by Tenant in writing in advance), and Landlord shall have the right to use any and all means by which Landlord may deem proper to open such doors to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any such means, or otherwise, shall not under any circumstances be deemed or construed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from any part of the Premises. Such entry by Landlord shall not act as a termination of Tenant's duties under this Lease. If Landlord shall be required to obtain entry by means other than a key provided by Tenant, the cost of such entry shall be payable by Tenant to Landlord as additional rent.

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

ARTICLE XIX. SURRENDER AND EARLY TERMINATION.

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

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

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

ARTICLE XX. HOLDOVER TENANCY.

20.1. If Tenant holds possession of the Premises after the Expiration Date or earlier termination of the Lease Term, by lapse of time or otherwise, Tenant shall become a Tenant at sufferance upon all of the terms contained herein, except as to Lease Term and Rent. During

such holdover period, Tenant shall pay to Landlord a monthly rental equivalent to two hundred (200) percent of the Rent payable by Tenant to Landlord with respect to the last month of the Lease Term. The monthly rent payable for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession.

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

ARTICLE XXI. NOTICES.

21.1. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by (A) by mailing via registered or certified mail, postage prepaid, return receipt requested, (B) by a nationally recognized overnight courier, or (C) by hand delivery, in each case addressed to Landlord at the address for Landlord set forth in Section 1.13 above and to Tenant at the address for Tenant set forth in Section 1.14 above, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served (i) if mailed, on the third business day following the day so mailed, (ii) if sent by overnight courier, on the first business day following the day sent, or (iii) if hand delivered, on the date delivered and receipted by the party to whom addressed (or on the date that such receipt is refused).

ARTICLE XXII. SIGNAGE.

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

ARTICLE XXIII. MISCELLANEOUS.

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

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

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

23.4. Force Majeure. Landlord shall incur no liability to Tenant with respect to, and shall not be responsible for any failure to perform, any of Landlord's obligations hereunder if such failure is caused by any reason beyond the control of Landlord, including, but not limited to, accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, any act or default of Tenant or other parties, fire, earthquake, failure or disruption of utility services, or difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies. The amount of time for Landlord to perform any of Landlord's obligations shall be extended by the amount of time Landlord is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

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

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

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

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

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

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

23.11. Independent Covenants. Each covenant, agreement, obligation or other provision of

this Lease to be performed by Tenant are separate and independent covenants of Tenant, and not dependent on any other provision of the Lease.

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

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

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

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

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

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

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

LANDLORD:

VILLAGE OF MUNDELEIN

By: _____
Name: Eric Guenther
Title: Village Administrator

WITNESS:

TENANT:

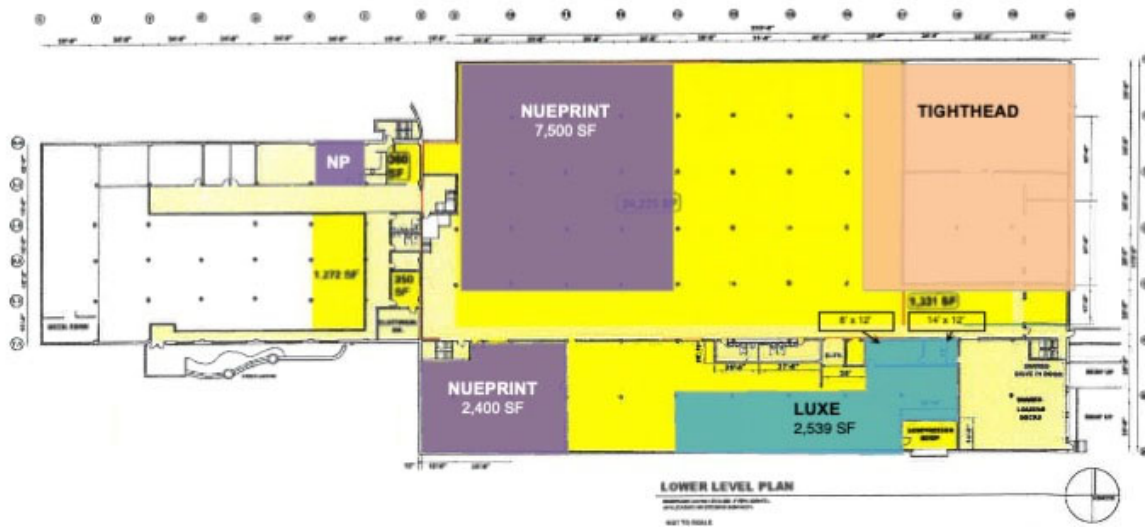
Iverson & Company d/b/a Luxe Biz Partners

By: _____ Name: _____
Title: _____

WITNESS:

Z:\M\Mundelein\Archer Business Center\Iverson & Company\Luxe Lease.6.12-25.docx

EXHIBIT A
FLOOR PLAN



To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of June 23, 2025

Subject: ICR24/7 Inc. Storage Lease Agreement - 161 - 165 North Archer Avenue

Financial Impact:

\$4471.21 per month

Attachments:

1. R-25-06-41 - ICR247 Lease Phase 2 Storage and Expansion

Background:

As ICR247 works on expansion and building improvements, additional operations, storage and staging space is necessary.

This space off the dock and near his existing leased space, includes over 8,500 square feet for storage of his robotics operation equipment for one year. Plans include eventually using the space for operations and training. He is also expanding his existing space for an additional 2800 square feet of operations.

Recommendation:

Motion to adopt a Resolution authorizing the Village of Mundelein to enter into a Storage Lease Agreement with ICR24/7 Inc. at 161-165 North Archer Avenue, Mundelein, IL.

I hereby certify that the attached is an original of

Resolution No. R-25-06-41

that said Resolution was adopted on **June 23, 2025**,
that it was posted in the Village Hall commencing on
6/24/2025 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-06-41

RESOLUTION AUTHORIZING THE VILLAGE OF MUNDELEIN TO ENTER INTO A STORAGE LEASE AGREEMENT FOR ICR24/7 INC AT 161-165 NORTH ARCHER AVENUE, MUNDELEIN, IL

WHEREAS, the Village of Mundelein is an Illinois municipal corporation (the "Village") with home rule authority and the adoption of this resolution is being done through its home rule powers; and

WHEREAS, the Village is the owner of public property in the Village of Mundelein located at 161-165 North Archer Avenue; and

WHEREAS, the Village of Mundelein, has considered a lease agreement with ICR24/7, Inc (the "Tenant") for the Tenant to lease approximately 8,501 square feet of storage and staging space from the Village at 161-165 North Archer Avenue in the form attached hereto as **Exhibit A** (the "Lease Agreement") with a monthly rent of \$4.50 per square foot for storage and \$5.50 per square foot for additional operations commencing on July 1, 2025 and expiring on June 30, 2026; and

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

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

SECTION I: The storage Lease attached hereto as **Exhibit A** is hereby approved.

SECTION II: The Village Administrator, or his designee, is authorized to sign the storage Lease with the ICR24/7 Inc.

XXX on this 23rd day of June 2025, by a roll call vote.

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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST:

Village Clerk

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

COMMERICAL LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease"), dated June 19, 2025, is made and entered into by and between the Village of Mundelein ("Landlord") and ICR24/7 Inc. ("Tenant") upon the following terms and conditions:

ARTICLE I. DEFINITIONS.

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

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

1.2. Premises. The term "Premises" shall mean the space depicted on Exhibit A, which is approximately 8,501 square feet for storage and 2,800 square feet for operation expansion of existing leased space (depicted as phase 1 in Exhibit A).

1.3. Rentable Area of the Premises. The term "Rentable Area of the Premises" shall mean 11,301 square feet, which Landlord and Tenant have stipulated as the Rentable Area of the Premises. Tenant acknowledges that the Rentable Area of the Premises includes the usable area, without deduction for columns or projections, multiplied by a load factor to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, restrooms and other public, common and service areas of the Building.

1.4. Designated Parking. The term "Designated Parking" shall mean parking assigned to Archer Business Center tenants

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

1.6. Commencement Date. Subject to adjustment as provided in Article III, the term "Commencement Date" shall mean July 1, 2025.

1.7. Expiration Date. Subject to adjustment as provided in Article III, the term "Expiration Date" shall mean June 30, 2026.

1.8. Base Rent. Subject to adjustment as provided in Article IV, the term "Base Rent" shall be: based on \$4.50 per square foot and mean \$3,187.88 Dollars per month for the storage area and \$5.50 per square foot and mean \$1283.33 Dollars per month for a net TOTAL of \$4471.21 monthly for the term of this lease.

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

1.10. Tenant's Improvement Allowance. The term "Tenant's Improvement Allowance" shall mean a rent credit of \$1.00 per square foot applicable to Tenant's net annual rent obligation.

1.11. Security Deposit. The term "Security Deposit" shall mean \$10,000 Dollars.

1.12. Tenant's Permitted Use. The term "Tenant's Permitted Use" shall mean staging and storage, exclusively in the designated area, as support for the adjacent area rented by Tenant for its operations. No operations shall be permitted in the storage/staging space. Operations are to be contained to the area adjacent to Phase 1 space, the 2,800 square foot area as depicted in Exhibit A.

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

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

1.15. Broker. The term "Broker" shall mean Sam Badger of CBRE representing the Tenant and Mike Graham of CBRE, representing the Landlord, 700 Commerce Drive, Suite 450, Oak Brook, IL 60523.

ARTICLE II. PREMISES.

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

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

ARTICLE III. TERM.

3.1. Lease Term. Except as otherwise provided in this Lease, the Lease Term shall be for the period commencing on the Commencement Date and ending on the Expiration Date; provided,

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

ARTICLE IV. RENTAL.

4.1. Definition of Operating Expenses. As used herein,

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

- (1) Taxes (as hereinafter defined).
- (2) Premiums for property, casualty, liability insurance.
- (3) Cleaning expenses, including without limitation janitorial services, window cleaning, and garbage and refuse removal.
- (4) Landscaping expenses, including without limitation irrigating, trimming, mowing, fertilizing, seeding, and replacing plants and all supplies, tools, equipment and materials used in connection therewith.
- (5) Heating, ventilating, air conditioning, gas, electricity, water, sewer, telephone, elevator and other service systems, and the cost of maintenance and service contracts in connection therewith.
- (6) Subject to the provisions of Section VIII below, the cost of maintaining, operating, repairing and replacing components of equipment or machinery, including, without limitation, heating, refrigeration, ventilation, electrical, plumbing, mechanical, elevator, escalator, sprinklers, fire/life safety, security, and energy management systems, including service contracts, maintenance contracts, supplies and parts.
- (7) Any capital expenditure that is classified as a deferred expense pursuant to generally accepted accounting principles (amortized over a useful life of not more than ten (10) years).
- (8) Costs of policing, security and supervision of the Building.
- (9) Cost of the rental of any machinery or equipment and the cost of supplies used in the maintenance and operation of the Building.
- (10) The costs of licenses, certificates, permits, inspections, and the costs of contesting any governmental enactments which may affect Operating Expenses.
- (11) Amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building or any portion thereof.

Operating Expenses shall not include (1) costs of alteration of the premises of tenants of the Building; (2) depreciation charges of the Building or equipment and any interest or other financing charges; (3) interest and principal payments on mortgages, deeds of trust or other debt; (4) ground rental payments; (5) real estate brokerage and leasing commissions; (6) expenses incurred in enforcing obligations of tenants of the Building; (8) costs of any special service provided to any one tenant of the Building but not to tenants of the Building generally; and (9) costs of marketing or advertising the Building (including tenant relation programs and events).

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

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

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

(a) Prior to each year of the Lease Term, Landlord shall give Tenant written notice of its estimate of any amounts payable under Section 4.2 for that calendar year. On or before the first day of each calendar month during the calendar year, Tenant shall pay to Landlord one-twelfth (1112th) of such estimated amounts; provided, however, that, Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

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

(c) If this Lease shall terminate on a day other than the end of a calendar year, the amount of the Operating Expense Adjustment to be paid pursuant to Section 4.2 that is applicable to the calendar year in which such termination occurs shall be prorated on the basis of the number of days from January 1 of the calendar year to the Termination Date bears to 365. The termination

of this Lease shall not affect the obligations of Landlord and Tenant pursuant to Section (b) to be performed after such termination.

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

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

(b) Any audit conducted shall be conducted upon not less than thirty (30) days' prior written notice, at Landlord's manager's corporate offices presently located at the address set forth in Section 1.13 during Landlord's Business Hours and in the manner so as to minimize interference with Landlord's business operations. Tenant agrees that any review of records under this Section 4.4 shall be conducted by an independent firm of certified public accountants of national standing. Tenant acknowledges and agrees that any records reviewed pursuant to this Section 4.4 constitute confidential information of Landlord, which shall not be disclosed to anyone other than the accountants performing the review and the principals of Tenant who receive the results of the review. The disclosure of such information to any other person, whether or not caused by the conduct of Tenant, shall constitute a material breach of this Lease.

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

actual accounting fees, and the amount of such underpayment shall be paid by Tenant to Landlord with the next succeeding installment obligation of estimated Operating Expense Adjustment.

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

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

(b) interest on the delinquent amounts at the lesser of the maximum rate permitted by law, if any, or twelve (12) percent per annum ("Interest Rate") from the date due to the date paid.

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

4.8. Taxes.

(a) The term "Taxes" shall mean the aggregate amount of all real estate taxes, assessments (whether they be general or special), sewer rents or water and charges, transit taxes, taxes based upon the receipt of rent or as against the business of leasing the Building, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing and operation of the Building, or any part thereof. Taxes shall also include all fees and costs, including attorneys' fees, appraisals and consultants' fees, incurred by Landlord in seeking to obtain a reassessment, reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year shall be Taxes which are due for payment or paid in such year, rather than Taxes which are assessed or become a lien during such year. Taxes shall also include: (a) any tax, assessment, levy, imposition or charge imposed upon Landlord

and measured by or based in whole or in part upon the Building, or the rents or other income from the Building, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair use or occupancy by Tenant of the Premises or any portion thereof, to the extent that such items would be payable if the Building was the only property of Landlord subject to same and the income received by Landlord from the Building was the only income of Landlord;

(b) any personal property taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances of Landlord used in connection with the Building; and (c) any special assessments against real property imposed in connection with any public improvements or betterments.

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

ARTICLE V. SECURITY DEPOSIT.

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

ARTICLE VI. USE OF PREMISES.

6.1. Tenant's Permitted Use. Tenant shall use the Premises only for Tenant's Permitted Use as set forth in Section 1.12 above and shall not use or permit the Premises to be used for any other purpose. Tenant shall, at its sole cost and expense, obtain all governmental licenses and

permits required to allow Tenant to conduct Tenant's Permitted Use Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

6.2. Use of Designated Parking. Tenant shall have a license for the term of the Lease to use the Designated Parking for the use of the Tenants at Archer Business Center, its employees, customers, and invitees. Tenant shall comply with all parking rules and regulations as provided by Landlord. Tenant shall not assign or sublet the parking spaces. Tenant shall not use or allow parking area to be used as storage. Landlord shall not be responsible for loss, injury, damage, or theft to vehicles or personal property in the parking area. Landlord shall have the right to temporarily close the parking area to perform necessary repairs, maintenance, and improvements.

6.3. Compliance with Laws and Other Requirements.

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

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

If Landlord shall be required under this Lease or pursuant to law to comply with any Applicable Laws which Tenant is supposed to cure, Landlord may, at its option, elect to terminate this Lease by giving not less than thirty (30) days' notice thereof to Tenant. If Tenant shall give notice to Landlord, within fifteen (15) days after the giving by Landlord of such notice of termination, that Tenant shall cause the required repairs or alterations in the Premises to be made at Tenant's expense, then (i) such notice of termination shall be ineffective and (ii) Tenant shall, at Tenant's expense, promptly and diligently cause such repairs or alterations to be performed in the manner set forth below in this Section (c) and shall hold harmless Landlord from any and all costs,

expenses, penalties and/or liabilities in connection therewith.

6.4. Hazardous Materials.

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

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

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

(d) "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and

requirements by any Regulatory Authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.

- (e) "Hazardous Materials" means: (a) any material, product, chemical, waste, or substance: (i) which is defined or becomes defined as a "hazardous substance", "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any products, by-products or fractions thereof; (iii) containing polychlorinated biphenyls (PCB's), hydrocarbons, chlorofluorocarbons or formaldehyde; (iv) containing asbestos; (v) which is radioactive; (vi) which is infectious; or (b) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by Environmental Laws; (c) any other materials which is potentially injurious to the public health, safety or welfare, the environment, the Premises or any portion of the Building, or cause a nuisance upon or waste to the Premises or any portion of the Building; or (d) any other materials which is a basis for liability of Landlord to any governmental agency or third party under Environmental Laws or common law theory. Hazardous Materials shall include all materials whether such material was defined, recognized, known or suspected of being hazardous, toxic, dangerous or wasteful at the time of any act or omission giving rise to Tenant's liability.
- (f) "Handle," "handle," "Handled," "handled," "Handling," or "handling" shall mean any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.
- (g) "Regulatory Authority" shall mean any federal, state or local governmental agency, commission, board or political subdivision.

ARTICLE VII. UTILITIES AND SERVICES.

7.1. Tenant's utilities. Tenant understands that Landlord shall not provide or pay for electricity or lighting controlled by switches that Tenant controls manually for electricity for Tenant's outlets, all of which electricity shall be paid for by Tenant. Tenant shall make all necessary arrangements with the utility company for metering and paying for electric current furnished by it to Tenant, and Tenant shall pay for all charges for electric current consumed on the Premises during Tenant's occupancy thereof. Tenant shall make no alterations or additions to the electric equipment or appliances without the prior written consent of Landlord in each instance.

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

loss of profits.

ARTICLE VIII. MAINTENANCE AND REPAIRS.

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

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

8.3. Landlord's Rights. Landlord and its contractors shall have the right, at all reasonable times and upon prior oral or telephonic notice to Tenant at the Premises, other than in the case of any emergency in which case no notice shall be required, to enter upon the Premises to make any repairs to the Premises or the Building reasonably required or deemed reasonably necessary by Landlord and to erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs.

ARTICLE IX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

9.1. Tenant Improvement Allowance. Tenant shall have an improvement allowance for the Premises (defined as "TIA") in the amount of \$1.00 square feet in the form of an annual rent credit applicable to Tenant's net rental obligation and only when improvements are first authorized by the Landlord. Tenant may also use the TIA to improve the Building, subject to Landlord's approval.

9.2. Landlord's Consent; Conditions. Tenant shall not make or permit to be made any alterations, additions, or improvements in or to the Premises ("Alterations") without the prior written consent of Landlord, which consent, with respect to non-structural alterations, shall not

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

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

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

9.5. Removal of Alterations. All Alterations shall become a part of the Premises and shall

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

ARTICLE X. INDEMNIFICATION AND INSURANCE.

10.1. Indemnification.

(a) Tenant hereby assumes all risk of loss, damage or injury to Tenant or to any other persons claiming through Tenant, or to their property, in, upon or about the Premises from any cause whatsoever and agrees that Landlord and any Mortgagee (as hereinafter defined), and each of their respective partners, directors, officers, managers, members, affiliates, beneficiaries, trustees, representatives, agents, employees, successors and assigns ("Landlord Parties") shall not be liable for, and are hereby released from, any responsibility for (i) any such loss, damage or injury either to person or property or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in, upon or about the Building, or caused by the operations in construction of any private, public or quasi-public work, and (iii) even if negligent, consequential or special damages (in all cases, except to the extent that such damage is caused by the gross negligence of Landlord Parties). Tenant agrees to protect, indemnify, hold harmless and defend Landlord Parties (except to the extent that the losses described below are caused by the gross negligence of Landlord Parties) from and against any claim, suit, cause of action or judgment brought by or in favor of any person or persons for damage, loss, penalties, fines, liabilities or expense (including without limitation, attorney's fees, consultant fees and court costs) due to, but not limited to, bodily injury, including death, environmental damages, or property damage sustained by such person or persons:

- (1) which arises out of, is occasioned by or is in any way attributable to, the use or occupancy of the Premises or any portion of the Building by Tenant or the acts or omissions of Tenant or its partners, directors, officers, managers, members, affiliates, agents and employees, successors and assigns ("Tenant Parties"), except that caused by the sole active negligence or willful misconduct of Landlord Parties.
- (2) which arise from any violation of Applicable Laws, including without limitation, in connection with the Handling of any Tenant's Hazardous Materials, or the breach of any of the provisions of this Lease.

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

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

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

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

10.2. Property Insurance.

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

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

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

10.3. Liability Insurance.

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

(b) Landlord shall, at all times during the Lease Term, procure and maintain commercial general liability insurance for the Building in which the Premises are located. Such insurance

shall have minimum combined single limit of liability of at least Two Million (\$2,000,000) Dollars per occurrence, and a general aggregate limit of at least Two Million (\$2,000,000) Dollars.

10.4. Policy Requirements.

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

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

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

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

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

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

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

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

ARTICLE XI. DAMAGE AND DESTRUCTION.

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

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

11.3. Exceptions to Landlord's Obligations. Notwithstanding anything to the contrary contained in this Article XI, Landlord shall have no obligation to repair the Premises, and may instead terminate this Lease as of the date of the damage or destruction, by written notice given

to Tenant within sixty (60) days after the date of the damage or destruction, if: (A) repairs of such damage or destruction cannot, in Landlord's opinion, be made on or before the Anticipated Completion Date; (B) the Building in which the Premises are located is so damaged as to require repairs to the Building exceeding twenty (20) percent of the full insurable value of the Building; (C) Landlord elects to demolish the Building in which the Premises are located, or rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; (D) the damage or destruction occurs less than two (2) years prior to the Expiration Date, exclusive of option periods; (E) Landlord is unable to obtain insurance proceeds sufficient to cover the cost of repairing such damage or destruction; or (F) any Mortgagee shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt or shall terminate the ground lease, as the case may be.

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

ARTICLE XII. CONDEMNATION.

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

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

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

ARTICLE XIII. RELOCATION.

13.1. Relocation. Landlord shall have a one time right, at its option upon not less than ninety (90) days prior written notice to Tenant, to relocate Tenant and to substitute for the Premises other space in the Building containing at least as much as the Rentable Area of the Premises. If

Tenant is already in occupancy of the Premises, then Landlord shall approve in advance the relocation expenses for purposes of reimbursement for Tenant's reasonable moving and telephone relocation expenses and for reasonable quantities of new stationery upon submission to Landlord of receipts for such expenditures incurred by Tenant.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING.

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

ARTICLE XV. DEFAULT AND REMEDIES.

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

- (a) The failure by Tenant to pay Rent, additional rent or make any other payment required to be made by Tenant hereunder as and when due.
- (b) The abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for fourteen (14) consecutive days (with or without the payment of Rent).
- (c) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, other than those described in Sections (a) and (b) above, if such failure continues for ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within the ten (10) day period, no default shall exist if Tenant commences the curing of the default within the ten (10) day period and thereafter diligently prosecutes the same to completion and if Landlord or any Mortgagee will not be subject to prosecution for a crime or termination of any Superior Mortgage. The ten (10) day notice described herein shall be in lieu of, and not in addition to, any notice required under law, now or hereafter in effect, requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding.
- (d) Any material misrepresentation herein, or material misrepresentation or omission in any financial statements or other materials provided by Tenant or any Guarantor in connection with negotiating or entering into this Lease or in connection with any Transfer under Article XIV.

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

- (a) The amount of any unpaid Rent which had been earned at the time of such termination; plus
- (b) The amount of Rent to be paid by Tenant under this Lease for the balance of the original lease term, less the fair rental value of the Premises for said; plus
- (c) Any other sum of money owed by Tenant to Landlord under the terms of this Lease; plus
- (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom plus At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws; and
- (e) Interest on the foregoing amounts from the time due to be paid by Tenant (or, in the case of damages incurred by Landlord, from the time incurred by Landlord) until the time actually paid to Landlord at the Interest Rate.

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

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

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

15.6. Non-Waiver. Nothing in this Article shall be deemed to affect Landlord's rights to

indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. The failure or delay by Landlord to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of Landlord thereafter to enforce each and every such right or remedy or other provision. No waiver by Landlord of any default by Tenant will be held to be a waiver of any other or subsequent default by Tenant. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of the Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in the Lease.

15.7. Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the Lease. In addition to the other remedies provided in the Lease, including the right to terminate this Lease, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

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

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

ARTICLE XVI. ATTORNEYS FEES; COSTS OF SUIT.

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

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

ARTICLE XVII. ESTOPPEL CERTIFICATES.

17.1. Tenant agrees at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate addressed and certifying to Landlord, to any current or prospective Mortgagee or any assignee thereof, to any prospective purchaser of the land, improvements or both comprising the Building, and to any other party designated by Landlord, (A) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (B) that Tenant has accepted possession of the Premises, which are acceptable in all respects, and that any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; (C) that Tenant is in full occupancy of the Premises; that no rent has been paid more than [one (1)/number of month(s) in words (number of month(s) in numbers)] month(s) in advance; (D) that the first month's Rent has been paid; (E) that Tenant is entitled to no free rent or other concessions except as stated in this Lease; (F) that Tenant has not been notified of any previous assignment of Landlord's or any predecessor landlord's interest under this Lease; (G) the dates to which Rent, additional rental and other charges have been paid; (H) that Tenant, as of the date of such certificate, has no charge, lien or claim of setoff under this Lease or otherwise against Rent, additional rental or other charges due or to become due under this Lease; (I) that Landlord is not in default in the performance of any covenant, agreement or condition contained in this Lease; or (J) any other matter relating to this Lease or the Premises or, if so, specifying each such default. If Tenant does not execute, acknowledge and deliver to Landlord the statement as and when required herein, Landlord is hereby granted an irrevocable power-of-attorney, coupled with an interest, to execute such statement on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

ARTICLE XVIII. ENTRY BY LANDLORD.

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

actual or constructive, of Tenant from any part of the Premises. Such entry by Landlord shall not act as a termination of Tenant's duties under this Lease. If Landlord shall be required to obtain entry by means other than a key provided by Tenant, the cost of such entry shall be payable by Tenant to Landlord as additional rent.

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

ARTICLE XIX. SURRENDER AND EARLY TERMINATION.

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

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

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

ARTICLE XX. HOLDOVER TENANCY.

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

20.2. Without limiting the foregoing provision, Tenant hereby agrees to indemnify, defend and hold harmless Landlord Parties from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including without limitation, court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of

possession, which obligations shall survive the Expiration Date or earlier termination of the Lease Term. Nothing contained in this Article XX shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease. The provisions of this Article XX shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

ARTICLE XXI. NOTICES.

21.1. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by (A) by mailing via registered or certified mail, postage prepaid, return receipt requested, (B) by a nationally recognized overnight courier, or (C) by hand delivery, in each case addressed to Landlord at the address for Landlord set forth in Section 1.13 above and to Tenant at the address for Tenant set forth in Section 1.14 above, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served (i) if mailed, on the third business day following the day so mailed, (ii) if sent by overnight courier, on the first business day following the day sent, or (iii) if hand delivered, on the date delivered and receipted by the party to whom addressed (or on the date that such receipt is refused).

ARTICLE XXII. SIGNAGE.

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

ARTICLE XXIII. MISCELLANEOUS.

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

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

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

23.4. Force Majeure. Landlord shall incur no liability to Tenant with respect to, and shall not

be responsible for any failure to perform, any of Landlord's obligations hereunder if such failure is caused by any reason beyond the control of Landlord, including, but not limited to, accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, any act or default of Tenant or other parties, fire, earthquake, failure or disruption of utility services, or difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies. The amount of time for Landlord to perform any of Landlord's obligations shall be extended by the amount of time Landlord is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:

VILLAGE OF MUNDELEIN

By: _____
Name: Eric Guenther
Title: Village Administrator

WITNESS:

TENANT:

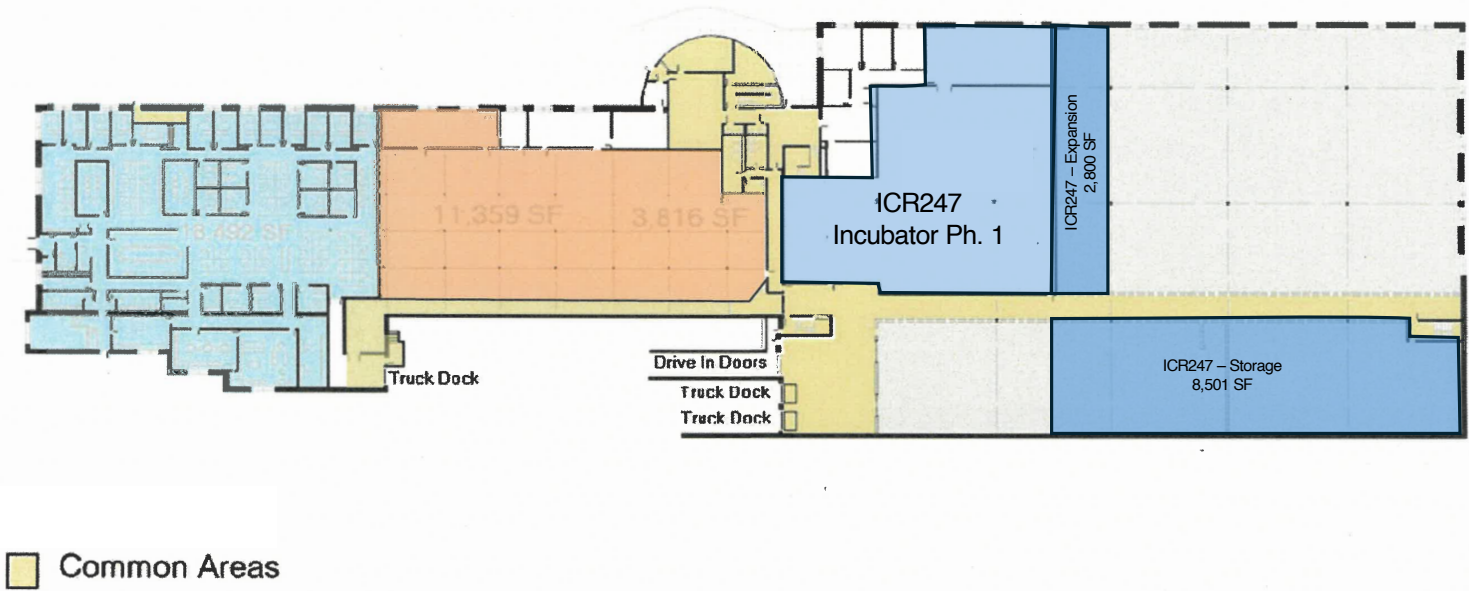
ICR24/7 Inc.

By: _____
Name: _____
Title: _____

WITNESS:

Exhibit A

Not to Scale



Archer, Mundelein IL

To: Mayor and Board of Trustees

From: Eric Guenther, Village Administrator

For: Village Board Meeting of June 23, 2025

Subject: Community Service Award and Recognition Program Board Policy

Financial Impact:

N/A

Attachments:

1. VB-25-01 - Volunteer Award Program
2. VB-25-01 - Exhibit A - Volunteer Award Program Nomination Form

Background:

The Village of Mundelein is fortunate to have a dedicated community of volunteers who contribute their time, talent, and energy in countless ways. To honor those who go above and beyond, the Village Board seeks to formally recognize individuals or groups who have demonstrated extraordinary service and exceptional contributions to our community.

This policy establishes a clear and consistent process for nominating and recognizing citizens whose outstanding efforts have had a meaningful impact. Through this initiative, the Village Board aims to celebrate community spirit, encourage civic engagement, and express our deep appreciation for those who make Mundelein a better place for all.

Recommendation:

Motion to approve the Community Service Award and Recognition Program Board Policy VB-25-01.

MUNDELEIN VILLAGE BOARD POLICY

SUBJECT: COMMUNITY SERVICE AWARD AND RECOGNITION PROGRAM

CATEGORY: EXECUTIVE

POLICY NUMBER: VB-25-01

DATE APPROVED

BY VILLAGE BOARD: June 23, 2025

EFFECTIVE DATE: June 23, 2025

REVISION DATE:

PURPOSE

The Village has established general guidelines for recognizing individuals and organizations who have had a significant, positive impact on the Mundelein community and take personal pride in public service involvement. It is the practice of the Village Board to recognize and acknowledge citizens who demonstrate individual or group achievement(s), and this policy formalizes the process for recommending persons for award consideration.

CRITERIA AND PROCESS

Any person may recommend an individual or a group to be recognized by the Village Board by submitting a nomination form to the Village Administrator or designee.

Elected Officials and Village of Mundelein employees are not eligible.

REVIEW COMMITTEE AND RECOGNITION

The Village Administrator or designee will assemble staff and review the information submitted. Staff will provide a recommendation to the Village Administrator. The Village Administrator will provide the Village Board with a summary of the award nomination and the Review Committee's recommendation. If an award is determined to be issued the person who submitted the award, and the recipients will be invited to attend a board meeting to receive the award. The Mayor and Trustees shall recognize the act(s), recipients(s), and issue the award.

MAYOR'S COMMUNITY SERVICE AWARD NOMINATION FORM

I would like to nominate the following individual or organization for the Mayor's Community Service Award, recognizing those who have had a significant, positive impact on the Mundelein community.

NOMINEE'S INFORMATION			
Full Name			
Physical Address			
Email Address		Phone Number	
NOMINATOR'S INFORMATION			
Full Name			
Physical Address			
Email Address		Phone Number	
PLEASE PROVIDE A BRIEF EXPLANATION OF THE NOMINEE'S IMPACT ON THE COMMUNITY. PLEASE PROVIDE DETAILS ABOUT THE EFFECT OF THE NOMINEE'S SERVICE EFFORTS, THE LEVEL OF ENTHUSIASM, PRESERVERANCE, AND DEVOTION TO PROJECTS IN THE COMMUNITY.			
DESCRIBE THE SPECIFIC ACTIVITIES FOR WICH THIS PERSON, GROUP, ORGANIZATION, OR BUSINESS IS BEING NOMINATED. PLEASE PROVIDE DETAILS SUCH AS DATES AND DUTIES.			

DESCRIBE IN DETAIL THE CHARACTERISTICS OF THE NOMINEE AND HOW THESE TRAITS MAKE THEM AN EXAMPLE TO OTHERS IN THE COMMUNITY. WHAT QUALITIES ARE DISPLAYED TO CREATE MOMENTUM, A SHARED VISION, AND RESULTS.

ADDITIONAL COMMENTS. PLEASE OFFER ANY ADDITIONAL DETAILS ABOUT THE NOMINEE'S QUALIFICATIONS AND/OR WHY THE SELECTION COMMITTEE SHOULD CONSIDER THEM AS A CANDIDATE FOR THE MAYOR'S COMMUNITY SERVICE AWARD.

Signature

Date

Please email nominations to info@mundelein.org or send to the Village of Mundelein, 300 Plaza Circle, Mundelein, IL 60060, Attention: Mayor's Community Service Award.

Thank you for your nomination!

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of June 23, 2025

Subject: Ordinance Amending Section 9.08.010 of the Mundelein Municipal Code~Definitions: Special Events

Financial Impact:

N/A

Attachments:

None

Background:

Our current ordinance defining special events does not cover all events that require a permit. The revised definition expands the scope to include recurring special events—such as the Farmer's Market—as well as ribbon cuttings and grand openings. Previously, the definition was limited to events lasting more than two hours and no longer than two weeks. This amendment brings greater clarity and ensures consistency in our permitting process.

Recommendation:

Motion to pass an Ordinance Amending Section 9.08.010 Definition Special Events.

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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-49
which is entitled

Ordinance Amending Section 9.08.010 of the Mundelein Municipal Code~Definitions: Special Events

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 6/24/2025, 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 6/24/2025.

Village Clerk

ORDINANCE NO. O-25-06-49

AN ORDINANCE AMENDING SECTION 2.110.020, PROHIBITED POLITICAL ACTIVITIES, OF THE MUNDELEIN MUNICIPAL CODE

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 an exercise of the Village's home-rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village Board has determined it is in its best interest to amend the definition of special events to provide clarity and consistency to permit process.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, ILLINOIS, that:

SECTION I: Paragraph A of Section 2.110.020, Prohibited Political Activities, shall be amended to read as follows:

"Municipal-approved special event" shall mean an assembly of people that has received a temporary special event permit from the village, and either:

- (a) continues or can reasonably be expected to continue for two or more hours per day on a temporary basis not to exceed two consecutive weeks (as opposed to an annual permit);
- (b) is a brief, ceremonial gathering such as a ribbon cutting, grand opening, or similar event of public or civic interest; or
- (c) occurs on a recurring basis over a defined season, under a single permit, such as a weekly or monthly event provided each occurrence remains temporary in nature and is specifically authorized within the approved permit.

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 a 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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of June 23, 2025

Subject: Ordinance to Amend the Village Code Regulating Traffic - Specific to Alleys

Financial Impact:

N/A

Attachments:

1. O-24-06-48 - Alley One Way

Background:

In the interest of safety and traffic flow, the alley behind North Lake Street businesses was designated as one-way at the May 12, 2025 board meeting with one-way travel to begin at the entrance from Seymour Avenue and run one-way south for the length of the alley, ending 150 feet north of Hawley Street. The alleyway is narrow and traffic flow, particularly with the seasonal closure of Lake Street, necessitates one-way traffic on the alleyway. However, it has been determined that it is in the best interest of traffic flow and businesses to designate a smaller section as one-way than originally approved. To ease the burden on businesses, the one-way is recommended to start southbound one-way at a point 225 feet south of Seymour Avenue, at the Luke's Mural wall, proceeding to the north side of Park Street, just south of the Mundelein Mural wall.

Recommendation:

Motion to pass an Ordinance to amend Chapter 10.32 of the Mundelein Municipal Code, regulating traffic in alleys.

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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-48
which is entitled

Ordinance to Amend the Village Code Regulating Traffic - Specific to Alleys

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 5/13/2025, 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 5/13/2025.

Village Clerk

ORDINANCE NO. O-25-06-48

AN ORDINANCE AMENDING CHAPTER 10 OF THE MUNDELEIN MUNICIPAL CODE, REGULATING TRAFFIC IN LAKE STREET ALLEY

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.

WHEREAS, it has been determined by the Mayor and Board of Trustees that it would be in the best interests of the public to amend the parking and driving restrictions in the Lake Street alleyway to regulate traffic and deliveries; and

WHEREAS, the alleyway running parallel to Lake Street (Route 45) between Seymour Avenue and Hawley Street can only accommodate vehicles traveling in one direction in certain sections for the safest and most convenient traffic flow; and

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. Village Code 10.24.030 *One-Way Streets or Alleys* shall have the Lake Street Alleyway as a one-way street under section *b)Southbound only*; in as such:

(b) 2) A portion of Lake Street Alleyway from approximately 225 feet south of the centerline of Seymour Avenue, ending at the north entrance of Park Street. Street.

SECTION II. Permanent signs shall be installed along the alleyway to clearly designate the one-way traffic section and provide appropriate notice. Directional signs indicating the lawful flow of traffic shall be placed at every intersection where movement in the opposite direction is prohibited. Additional signage marking the beginning and end of the one-way section shall be installed as needed to guide traffic flow and ensure safe exits for drivers. Pavement markings, such as directional arrows, shall also be added where necessary to reinforce proper traffic movement and enhance visibility.

SECTION III. In the event that any section, clause, provision or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its severable applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. This ordinance shall be in full force and effect from and after its passage, approval and publication, as required by law.

SECTION V. This ordinance shall be published in pamphlet form and available in the Village Clerk's office.

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

President

Monday, June 23, 2025

Monday, June 23, 2025

Village Clerk



N Lake St

N Seymour Ave

45

To: Mayor and Board of Trustees

From:

For: Village Board Meeting of June 23, 2025

Subject: Community Happenings Committee (Grieco, Juarez, Lambert)

Financial Impact:

Attachments:

None

Background:

Recommendation:

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of June 23, 2025

Subject: Proposed Telecommunications Tower and Facility at 416 University Drive - PZC2025-0012

Financial Impact:

N/A

Attachments:

1. O-25-06-44 - Exhibit A - 416 University Drive - Legal Description
2. O-25-06-44 - Exhibit B - 416 University Drive - Site Plan, Elevation, and Landscape Plan

Background:

On June 9, 2025, the Village Board considered a request for a special use and variations related to a proposed wireless telecommunications tower and facility on the property located at 416 University Drive for DRA Properties, LLC and Verizon Wireless, and authorized staff to prepare an Ordinance granting said special use and variations.

Recommendation:

Motion to pass an Ordinance Granting a Special Use and Certain Variations for the Property Located at 416 University Drive, 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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-44
which is entitled

Proposed Telecommunications Tower and Facility at 416 University Drive - PZC2025-0012

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 6/24/2025, 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 6/24/2025.

Village Clerk

ORDINANCE NO. O-25-06-44

AN ORDINANCE GRANTING A SPECIAL USE AND CERTAIN VARIATIONS TO DRA PROPERTIES, LLC AND VERIZON WIRELESS ON THE PROPERTY LOCATED AT 416 UNIVERSITY DRIVE, 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 an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, an application has been filed by Michael Howley on behalf of DRA Properties, LLC and Verizon Wireless ("Petitioner") requesting certain variations from the Mundelein Municipal Code (Zoning Ordinance) and a special use be granted to DRA Properties, LLC and Verizon Wireless for a new wireless telecommunications tower and facility on the property located at 416 University Drive, Mundelein, Illinois, the legal description of which is attached hereto and made part hereof as **Exhibit A**, (the "Subject Property"); and

WHEREAS, the Petitioner has requested a Special Use pursuant to Section 20.44.020 of the Zoning Ordinance to permit a new Wireless Telecommunications Tower and Facility on the Subject Property; and

WHEREAS, the Petitioner has requested a variation from Section 20.48.040(QQ)(3)(a) of the Zoning Ordinance granting relief from the fall zone setback requirements for a new wireless telecommunications tower and facility; and

WHEREAS, the Petitioner has requested a variation from Section 20.48.040(QQ)(3)(b) of the Zoning Ordinance granting relief to reduce the fall zone setback requirements without the required written and notarized authorization from all adjoining property owners for a new wireless telecommunications tower and facility; and

WHEREAS, the Petitioner has requested a variation from Section 20.48.040(QQ)(4) of the Zoning Ordinance granting relief from the maximum height requirements for a new wireless telecommunications tower and facility; and

WHEREAS, pursuant to notice as provided by statute and ordinance, a public hearing was held on May 7, 2025, by the Mundelein Planning and Zoning Commission; and

WHEREAS, the Mundelein Planning and Zoning Commission made findings of fact and, by a vote of 6 to 0, recommended that the special use and variations be approved with conditions by the Village Board of Trustees; and

WHEREAS, at the Village Board meeting on June 9, 2025, the Mundelein Village Board of Trustees accepted the findings of fact and determined that it was in the best interests of the Village to grant approval of the special use and variations.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE

VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION I:A special use pursuant to Section 20.44.020 of the Zoning Ordinance is hereby granted to DRA Properties, LLC and Verizon Wireless to permit a wireless telecommunications tower and facility at 416 University Drive as depicted on the site plan, elevation, and landscaping plan attached hereto and made a part hereof as **Exhibit B**, dated 01/16/2025, by Terra Consulting Group.

SECTION II: A variation from Section 20.48.040(QQ)(3)(a) of the Zoning Ordinance is hereby granted to DRA Properties, LLC and Verizon Wireless granting relief from the fall zone setback requirements for a new wireless telecommunications tower and facility at 416 University Drive.

SECTION III: A variation from Section 20.48.040(QQ)(3)(b) of the Zoning Ordinance is hereby granted to DRA Properties, LLC and Verizon Wireless granting relief to reduce the fall zone setback requirements without the required written and notarized authorization from all adjoining property owners for a new wireless telecommunications tower and facility at 416 University Drive.

SECTION IV: A variation from Section 20.48.040(QQ)(4) of the Zoning Ordinance is hereby granted to DRA Properties, LLC and Verizon Wireless granting relief from the maximum height requirements for a new wireless telecommunications tower and facility at 416 University Drive.

SECTION V: This ordinance shall be in full force and effect 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, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

LEGAL DESCRIPTION

COMMONLY KNOWN AS: 416 University Drive, Mundelein, IL 60060

PIN: 11-19-102-012

LEGAL DESCRIPTIONS:

Parcel 1:

ALL OF BLOCKS 1 THROUGH 8 AND PART OF BLOCK 10 LYING IN NORTHEAST 1/4 OF SECTION 19, AND ALL OF BLOCKS 12 THROUGH 16 AND BLOCKS 1, B & C IN KENLOCH PARK SUBDIVISION (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED SEPTEMBER 1, 1999 AS DOCUMENT NUMBER 4413677 AND BY DEED RECORDED APRIL 3, 1991 AS DOCUMENT NUMBER 3004207 FOR HIGHWAY PURPOSES) IN SECTION 19, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

Lease Parcel:

BEING A PART OF GOVERNMENT LOT TWO (2) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS CONTAINING 2,800 SQUARE FEET (0.064 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°-25'-38"E 199.04 FEET ALONG THE NORTH LINE OF THE NW/14 OF SAID SECTION 19; THENCE S00°-34'-22"E 1412.77 FEET TO THE POINT OF BEGINNING; THENCE S45°-00'-00"E 56.57 FEET; THENCE S00°-00'-00"E 20.00 FEET; THENCE S90°-00'-00"W 60.00 FEET; THENCE N00°-00'-00"W 60.00 FEET; THENCE N90°-00'-00"E 20.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

= 1" x 18" IRON PIPE SET
 = 6" NAIL SET
 = COUNTY MONUMENT FOUND
 = EXISTING POWER POLE
 = ELECTRIC TRANSFORMER
 = ELECTRIC MANHOLE
 = TELEPHONE PEDSTAL
 = FIBER OPTIC VAULT
 = GAS METER
 = GAS VALVE
 = TRAFFIC LIGHT
 = LIGHT POLE
 = STREET LIGHT
 = FIRE HYDRANT
 = STORM INLET
 = STORM MANHOLE
 = SANITARY MANHOLE
 = WATER MANHOLE
 = DOOR
 = STORM SEWER MAIN
 = SANITARY SEWER MAIN
 = EXISTING TREE
 PROPERTY LINE
 FENCE
 OVERHEAD POWER LINE
 UNDERGROUND TELCO
 UNDERGROUND POWER
 BURIED WATER LINE
 BURIED GAS LINE
 DOG OF BUSH/STREET

NOTE:
TEMPORARY CONSTRUCTION
EASEMENT TO CUT FROM
R145 TO THE SOUTH

EXISTING BITUMINOUS ASPHALT AREA
EXISTING BITUMINOUS ASPHALT - HEAVY VEHICLE QUALITY

EXISTING SECTION LINE

(ROUTE "45")
N. LAKE STREET
(PUBLIC ROADWAY)
(WIDTH VARIES)

CENTER LINE

EXISTING ASPHALT ACCESS DRIVE

GRASS

PROPOSED 20' WIDE DRAINAGE ACCESS EASEMENT

ASPHALT ROADWAY

RW LINE

NW CORNER
SECTION 19
T.44N., R.11E.

EXCEPTION NO. 30
PER DCC NO. 4418678

EXCEPTION NO. 15
18' WIDE UTILITY
EASEMENT
PER DCC NO. 1004125

EXISTING BUILDING

EXISTING BUILDING

NORTH LINE OF THE NW 1/4, SECTION 19

22" x 34" IS FULL SCALE.
11" x 17" IS HALF SCALE

SURVEY PERFORMED BY:

MERIDIAN

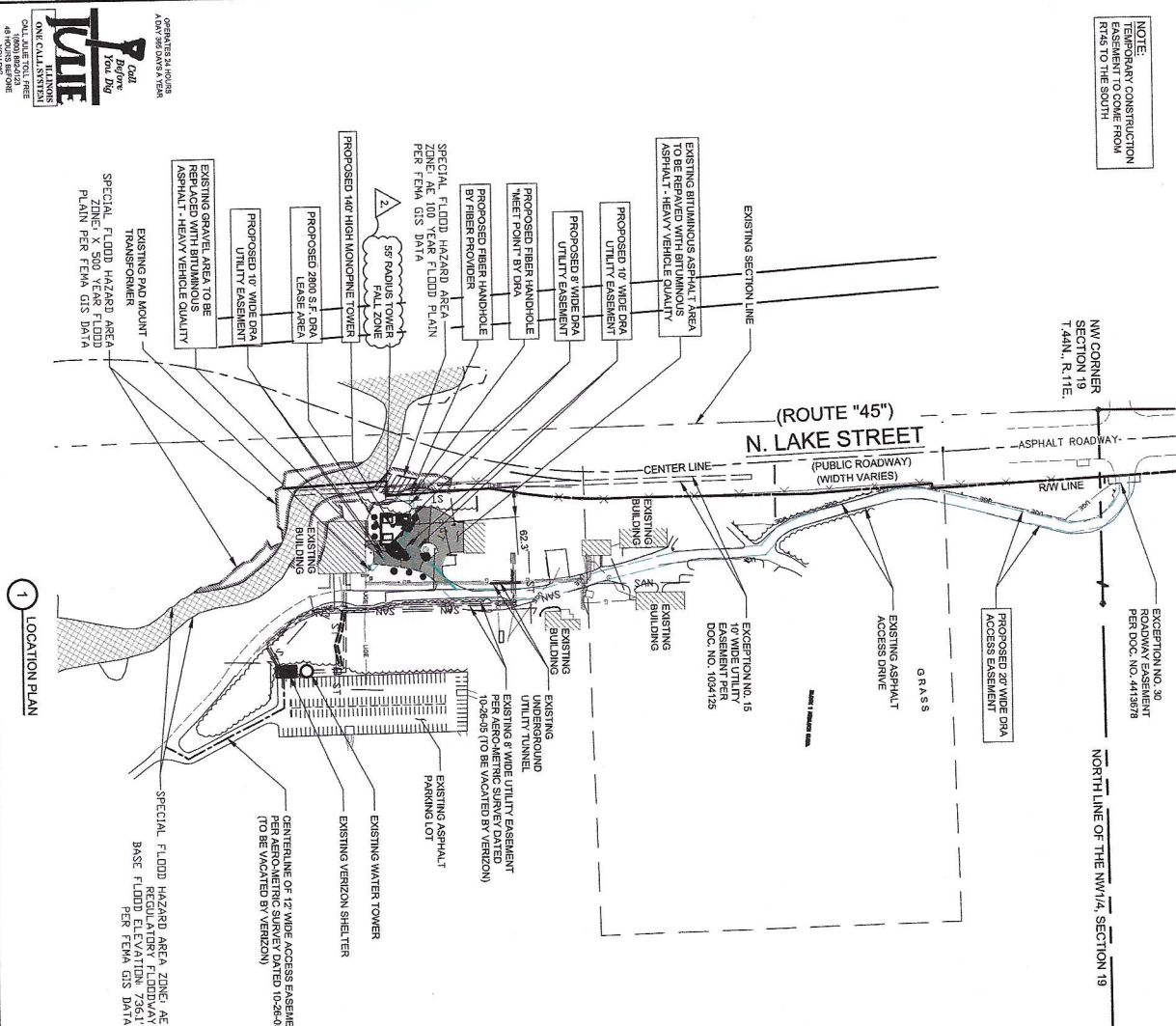
SURVEYING, LLC

N8774 Frelanoe N.
Menasha, WI 54952

Office: 920-993-0881
Fax: 920-273-6037

STATE BENCHMARK: (BM A)
FLANGE BOLT ON TOP OF HYDRANT NORTH OF POWER PLANT BUILDING.
ELEVATION: 748.12
LATITUDE:

1. CONTRACTOR SHALL PHOTOGRAPH AND VIDEO TAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPAIRED TO EXISTING OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR WILL, UPON RECEIVING AWAIR OF SURFSUBPANCE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATOR, WORK PROPERLY TO MAINTAIN THE STABILITY AND INTEGRITY OF THE EXISTING PAVEMENT UNDER ALL CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE AWAIR IN WRITING.
3. AS REQUIRED TO PROVIDE APPROPRIATE STORM STAINING AREA AND TEMPORARY ROAD, CONTRACTOR SHALL COORDINATE WITH AGENCIES RESPONSIBLE FOR MAINTENANCE OF THE ROADWAY AND MAINTAIN TEMPORARY A STAINING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAINING AREAS SHALL BE MAINTAINED AND ACCEPTABLE TO THE OWNER UNDER ALL CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.
4. BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL, AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND SLOES AROUND EXISTING EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.



REVISIONS			
NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	02/21/24	JJR
1	REVISED FIBER ROUTE	02/26/24	JJR
2	ADDITION OF 55' RADIUS FALL ZONE	03/05/24	TJS
3	REVISED TOWER HEIGHT	05/09/24	TJS
4	UPDATE WITH TERTIARY TANK GENERATOR	05/29/24	TJS
5	REVISED CPER NEW RFDS	08/01/24	TJS
6	SWAP OUT VERTIZON GENERATOR	01/16/25	TJS

RT. 45 & 176
RELO

MGD LOC#
5000170384
PSLC #683253

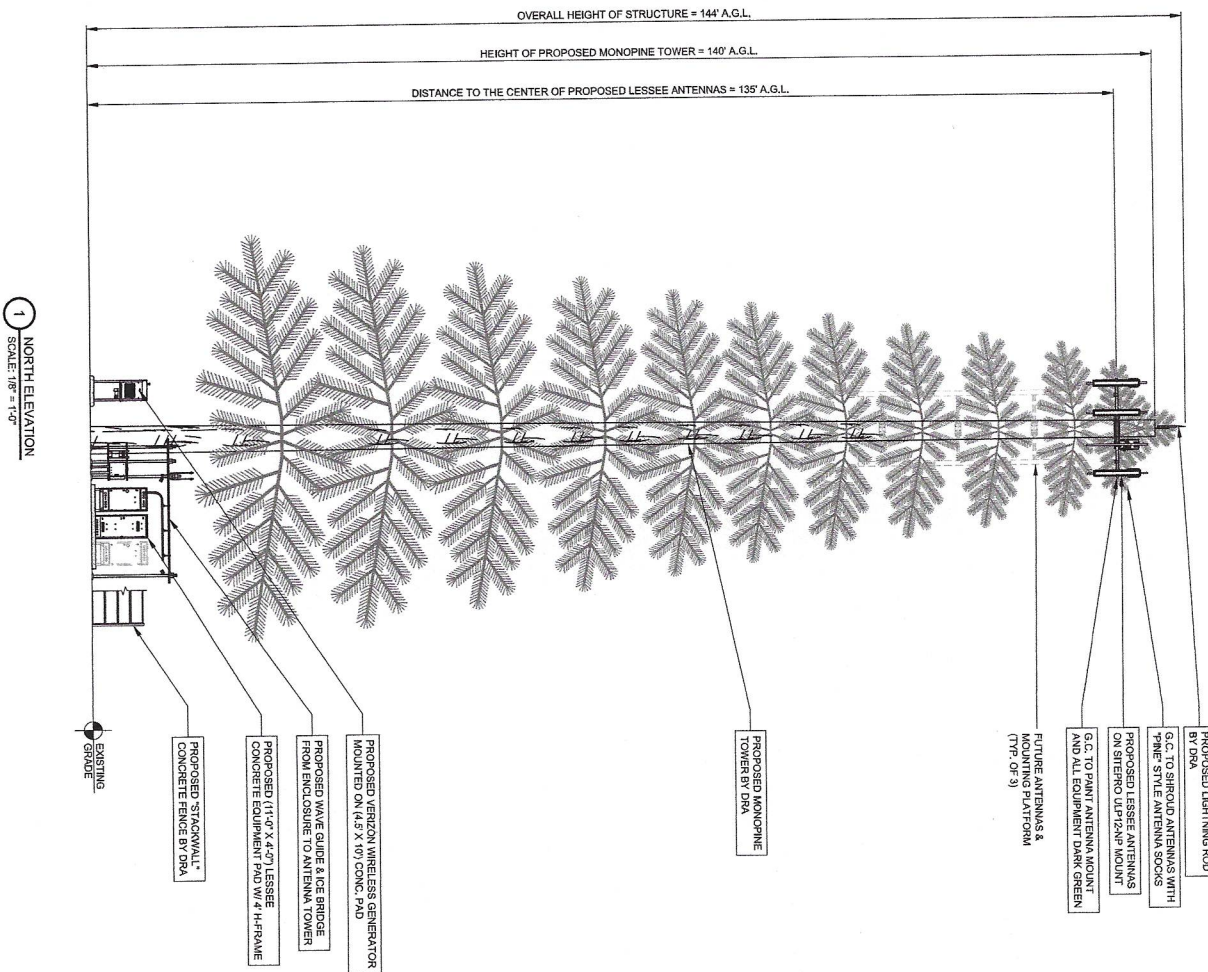
416 UNIVERSITY DR.
MUNDELEIN, IL 60060

DRAWN BY:	JH
CHECKED BY:	D
DATE:	01/02/22

SHEET TITLE
LOCATION PLAN

LP

NOTES:
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
G.C. TO ADJUST HEIGHT OF MOUNT BY 45' AS NEEDED TO AVOID CLIMBING OR DAMAGE CLIMBING FACILITIES DURING INSTALLATION.



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

0 1 2
SCALE: 1/8" = 1'-0"
27" TALL PRINT IN THE FULL SCALE
FORMAT, ANY DETAIL OTHER THAN
THIS IS AT REDUCED SCALE.

ANT-1

SHEET NUMBER

verizon

1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA

600 BUSSE HIGHWAY
PARK RIDGE, IL 60069
PH: 847-699-6400
FAX: 847-699-6401

RT. 45 & 176
RELO

416 UNIVERSITY DR.
MUNDELEIN, IL 60060

DRAWN BY: JLR

CHECKED BY: DS

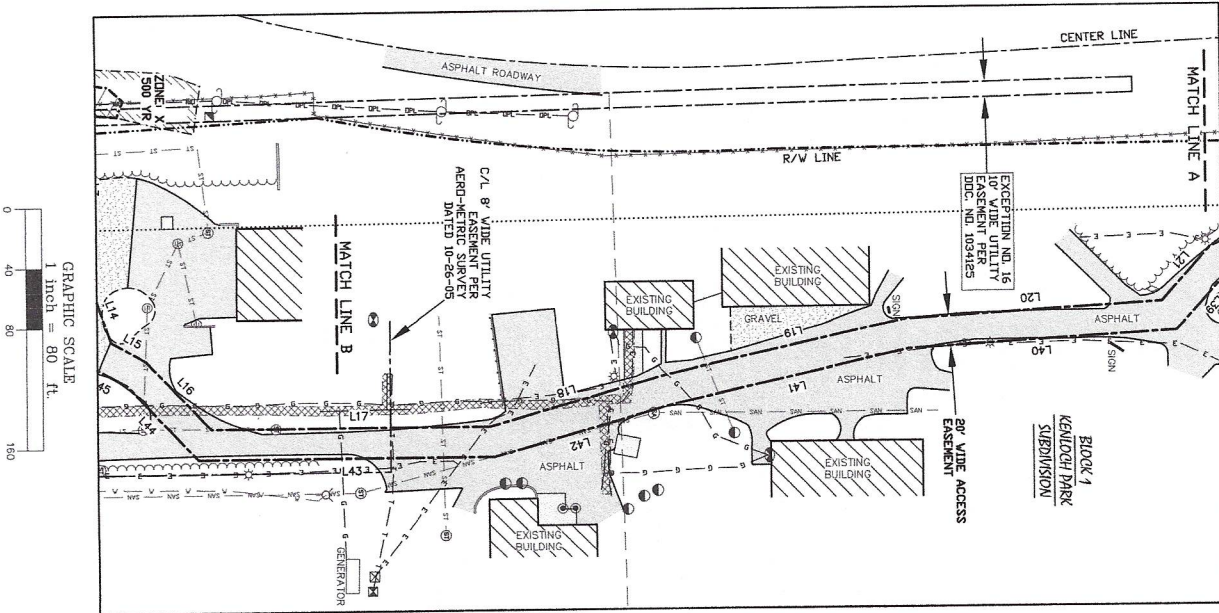
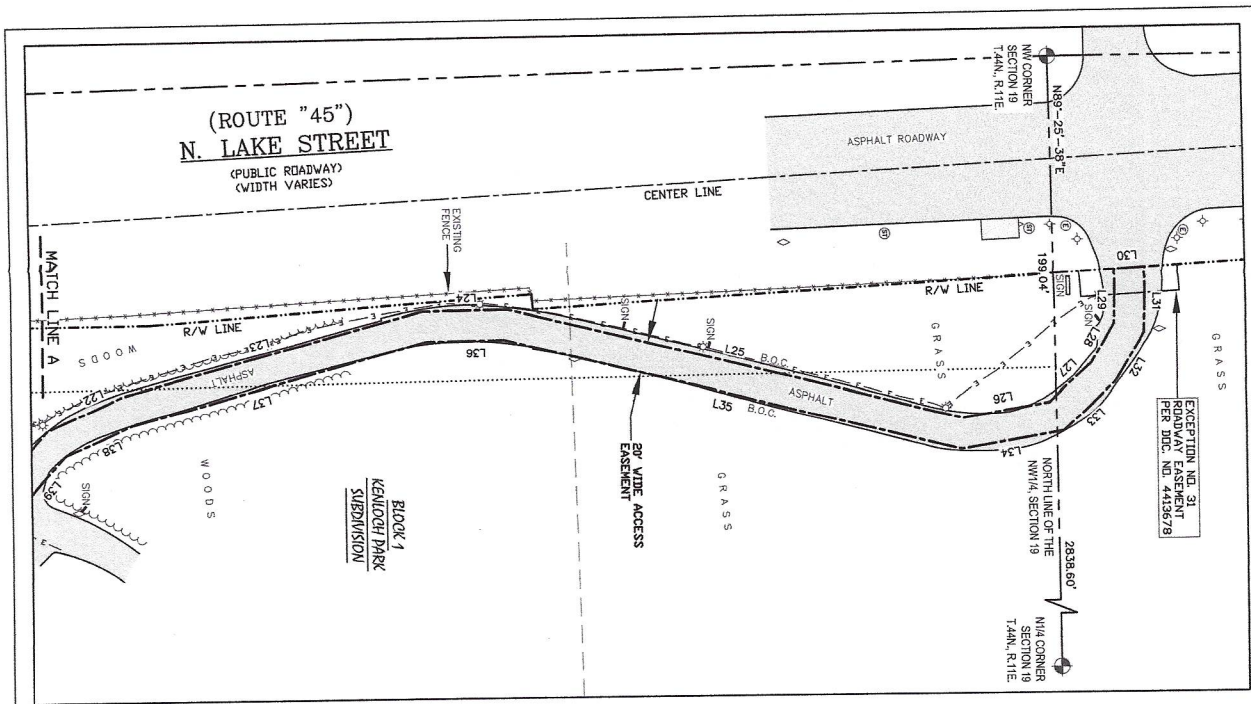
DATE: 01/02/24

PROJECT #: 248792

SHEET TITLE
SITE ELEVATION

MGD LOC#
5000170384
PSLC #683253

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	02/21/24	JJR
2	REVISED FIBER ROUTE	02/26/24	JJR
3	ADDITION OF 55' RADIUS FALL ZONE	03/05/24	TJS
4	REVISED TOWER HEIGHT	03/09/24	TJS
5	UPDATE WITH TERTIARY TANK GENERATOR	05/28/24	TJS
6	REVISED CPER NEW RFDS	08/01/24	TJS
7	SWAP OUT VERIZON GENERATOR	01/16/25	TJS



- LEGEND-**
- 1" x 18" IRON PIPE SET
 - 6" NAIL SET
 - COUNTY MONUMENT FOUND
 - EXISTING POWER POLE
 - ELECTRIC TRANSFORMER
 - ELECTRIC MANHOLE
 - TELEPHONE PEDestal
 - FIBER OPTIC VAULT
 - GAS METER
 - GAS VALVE
 - TRAFFIC LIGHT
 - LIGHT POLE
 - WATER VALVE
 - FIRE HYDRANT
 - STORM INLET
 - SANITARY MANHOLE
 - SANITARY MANHOLE
 - WATER MANHOLE
 - DOOR
 - OVERHEAD ELECTRIC
 - BURIED ELECTRIC
 - BURIED TELEPHONE
 - BURIED FIBER OPTIC LINE
 - BURIED GAS LINE
 - STORM SEWER MAIN
 - SANITARY SEWER MAIN
 - PROPERTY LINE
 - EXISTING TREE

BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83/2011) - EAST ZONE AND THE NORTH LINE OF THE NW1/4 SECTION 19, T. 44N., R. 11E., WHICH BEARS N89°-25'-38"E

SURVEYORS CERTIFICATE
I, Craig A. Knoch, Illinois Professional Land Surveyor of Madison Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.
Dated this _____ day of _____, 2023.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 005-003828
LICENSE EXPIRES NOVEMBER 30, 2025
DESIGN FIRM PROFESSIONAL LICENSE NO. 18408689
LICENSE EXPIRES APRIL 30, 2026
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



600 Brees Highway
Park Ridge, IL 60068
OFFICE: (847) 698-5400
FAX: (878) 444-4472



1515 WOODFIELD ROAD
SUITE 1400
SCHANENBURG, IL 60173

DRA PROPERTIES, LLC
144 W. LOCKWOOD AVENUE, SUITE 200
WEBSTER GROVES, MO 63119
PHONE: 314 963-7710

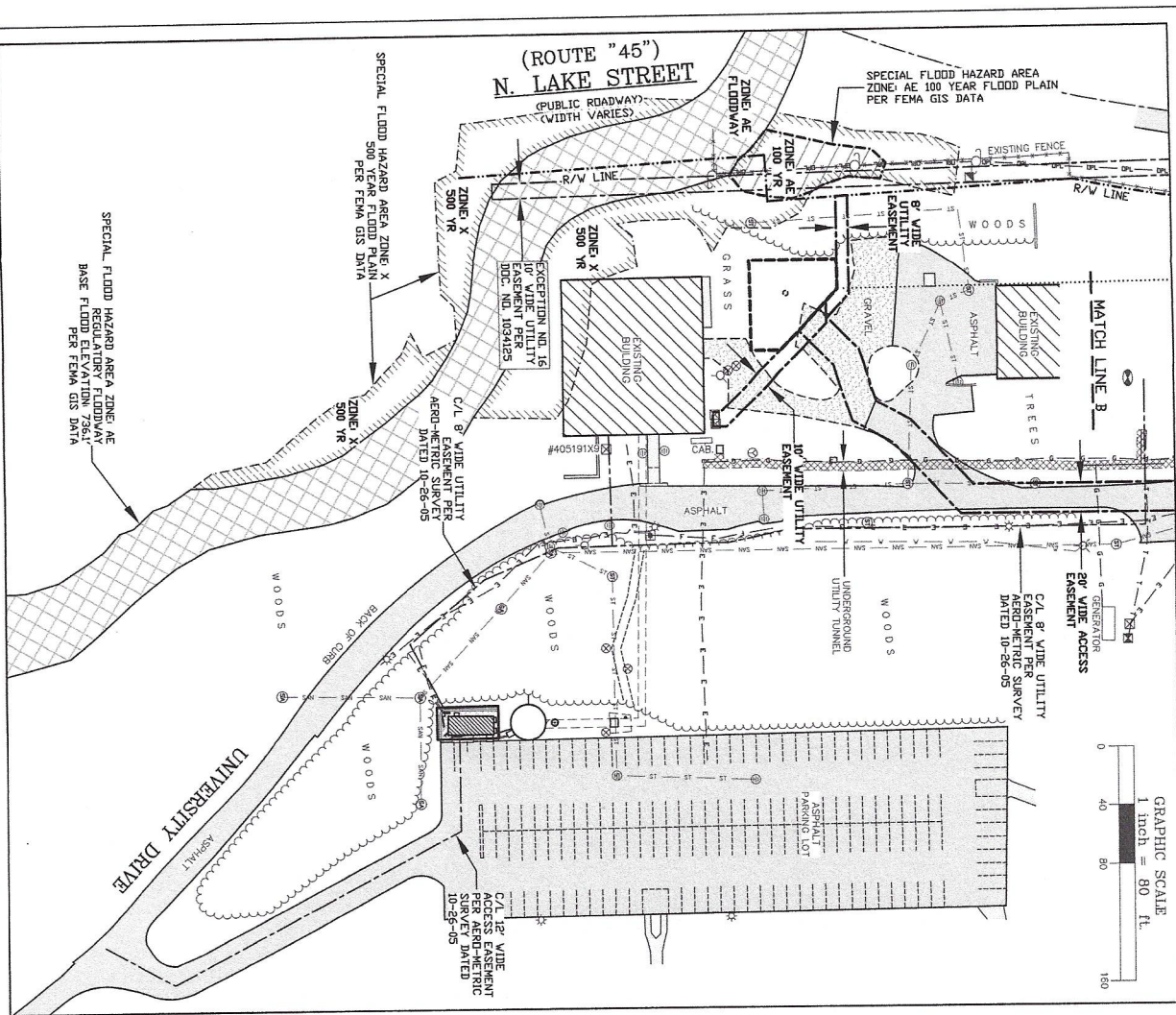
MERIDIAN SURVEYING, LLC
19837 Friendship Drive Office: 920-993-0881
Kokomo, WI 54150 Fax: 920-271-6037

SITE NAME: RT. 45 & 176
SITE ADDRESS: 300 PRINCIPAL AVE.
MUNDELEN, IL 60060

PROPERTY OWNER:
CATHOLIC BISHOP
OF CHICAGO
835 N. RUSH ST.
CHICAGO, IL 60611
PARCEL NO.: 11-19-102-017,
11-18-300-015, & 11-19-100-002
DEED REFERENCE: DOCUMENT NO. 179886
& NO. 163362

LEASE EXHIBIT

FOR VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS			
A PART OF THE S1/2 OF GOVERNMENT LOT 2 OF THE NW1/4, SECTION 19, T.44N., R.11E., OF THE 3rd P.M., TOWNSHIP OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS			
3 1/10/23	Added FEUA Information	JD	
2 2/27/24	Revised Utility Easement	JD	
1 2/20/24	Preliminary Survey	JD	
DRAWN BY: J.D.	DATE: 2-25-21	FIELD WORK: X	
CHECKED BY: C.A.K.	DATE: 2-25-21	FIELD BOOK: X	
JOB NO.: 15188	SHEET: 2 OF 6		



BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83/2011) - EAST ZONE AND THE NORTH LINE OF THE NW1/4 SECTION 19, T. 44N, R. 11E., WHICH BEARS N89°-25'-38"E



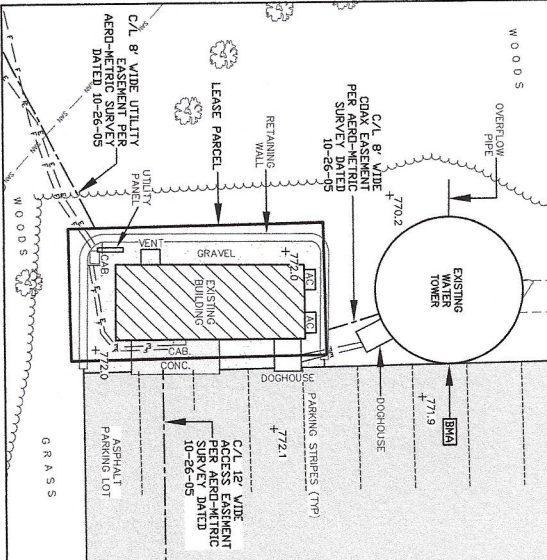
- LEGEND**
- = 1" x 18" IRON PIPE SET
 - = COUNTY MONUMENT FOUND
 - ⊕ = EXISTING POWER POLE
 - ⊖ = EXISTING TRANSFORMER
 - ⊗ = ELECTRIC MANHOLE
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 - ⊙ = BURIED FIBER OPTIC LINE
 - ⊕ = BURIED GAS LINE
 - ⊖ = STORM SEWER MAIN
 - ⊗ = SANITARY SEWER MAIN
 - ⊙ = PROPERTY LINE
 - ⊕ = EXISTING TREE

SURVEYOR'S CERTIFICATE

I, Qing A. Keach, ILLINOIS Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the above described property and the boundaries and easements thereon and the representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2025.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-005528
LICENSE EXPIRES NOVEMBER 30, 2025
DESIGN FOR PROFESSIONAL LICENSE NO. 184,006989
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



SURVEYED FOR:

TERRA
CONSULTING GROUP, LLC
600 Bases Highway
Park Ridge, IL 60068
OFFICE: (847) 698-6400
FAX: (678) 444-4472

SURVEYED FOR:

verizon
1515 WOODFIELD ROAD
SUITE 1400
SCHAMBERG, IL 60173

SURVEYED FOR:

DRA PROPERTIES, LLC
144 W. LOCKWOOD AVENUE, SUITE 200
WEBSTER GROVES, MO 63119
PHONE: 314 963-7710

SURVEYED FOR:

MERIDIAN
SURVEYING, LLC
N6327 Friendship Drive Office
Kokomo, WI 54330 Fax: 920-993-0881
920-275-0537

SITE NAME: RT. 45 & 176
SITE ADDRESS: 11028-A
SITE NUMBER: 11028-A

PROPERTY OWNER:
CATHOLIC BISHOP
OF CHICAGO
835 N. RUSH ST.
CHICAGO, IL 60611
PARCEL NO.: 11-19-102-017,
11-18-300-015, & 11-19-100-002
DEED REFERENCE: DOCUMENT NO. 179886
& NO. 163362

LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
A PART OF THE S1/2 OF GOVERNMENT LOT 2
OF THE NW1/4, SECTION 19, T. 44N, R. 11E., OF
THE 3rd P.M., TOWNSHIP OF LIBERTYVILLE, LAKE
COUNTY, ILLINOIS

3/10/25 Added FEMA Information
2/23/24 Revised Utility Easement
1/2/20/24 Preliminary Survey

DRAWN BY: J.D. **DATE:** 2-25-21
CHECKED BY: C.A.K. **DATE:** 2-25-21
JOB NO.: 15188 **SHEET:** 3 OF 6

SURVEYED FOR:



600 Buss Highway
Park Ridge, IL 60068
OFFICE: (847) 898-4400
FAX: (847) 444-4472

SURVEYED FOR:



1515 WOODFIELD ROAD
SUITE 1400
SCHLAUMBERG, IL 60173

SURVEYED FOR:

DRA PROPERTIES, LLC
144 W. LOCKWOOD AVENUE, SUITE 200
WEBSTER GROVES, MO 63119

PHONE: 314 965-1710



920-992-0887
920-212-9037
Koshland, WI 54153

SITE NAME: RT. 46 & 176
SITE ADDRESS: 300 PRINCIPAL AVE.
MUNDELEIN, IL 60060

PROPERTY OWNER:
CATHOLIC BISHOP
OF CHICAGO
135 S. MICHIGAN ST.
CHICAGO, IL 60611

PARCEL NO.: 11-19-102-017,
11-18-300-015, & 11-19-100-002
DEED REFERENCE: DOCUMENT NO. 179886
& NO. 183382

LEASE EXHIBIT

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS

A PART OF THE S1/2 OF GOVERNMENT LOT 2
OF THE NW 1/4, SECTION 19, T-44N, R-11E, OF
THE 3rd P.M., TOWNSHIP 44N, RANGE 11E, LAKE
COUNTY, ILLINOIS

3 1/10/25 Added FEMA Information
2 2/27/24 Revised Utility Easement
1 2/20/24 Preliminary Survey

DRAWN BY: J.D. FIELD WORK: 2-25-21
CHECKED BY: C.A.K. FIELD BOOK: X
JOB NO.: 151988 SHEET: 4 OF 6

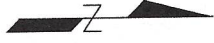
LINE TABLE

Line #	Direction	Length	Line #	Direction	Length
L1	S90°00'00"W	61.85'	L25	N135°70'3"E	307.72'
L2	N03°13'34"W	8.01'	L26	N09°24'29"W	58.06'
L3	N90°00'00"E	65.81'	L27	N42°18'24"W	37.53'
L4	S45°00'00"E	22.63'	L28	N59°12'32"W	39.58'
L5	S90°00'00"W	11.31'	L29	N87°27'39"W	35.19'
L6	N45°00'00"E	14.14'	L30	N03°10'57"W	20.07'
L7	N00°00'00"E	14.14'	L31	S88°27'39"E	42.06'
L8	S45°00'00"E	9.43'	L32	S59°12'32"E	37.17'
L9	S00°00'00"E	9.43'	L33	S42°18'24"E	46.40'
L10	N80°00'00"W	10.00'	L34	S09°24'29"E	38.10'
L11	N00°00'00"W	5.28'	L35	S135°70'3"E	309.30'
L12	N45°00'00"W	103.19'	L36	S00°35'28"E	51.45'
L13	N45°00'00"E	38.07'	L37	S145°59'36"E	200.36'
L14	N73°34'28"E	36.70'	L38	S23°44'38"E	48.25'
L15	N29°22'39"E	26.54'	L39	S46°13'08"E	51.23'
L16	N46°45'03"E	62.04'	L40	S03°29'57"E	176.93'
L17	N00°00'00"E	193.30'	L41	S12°44'41"E	68.48'
L18	N15°13'39"W	120.85'	L42	S15°51'39"E	123.09'
L19	N12°44'41"W	180.64'	L43	S00°00'00"W	194.73'
L20	N03°09'57"W	170.32'	L44	S46°45'03"W	67.63'
L21	N48°13'08"W	47.34'	L45	S29°22'39"W	31.00'
L22	N23°44'38"W	54.11'	L46	S71°34'28"W	39.69'
L23	N14°59'36"W	204.44'	L47	S45°00'00"W	33.35'
L24	N00°35'29"W	56.53'	L48	N45°00'00"W	20.00'

LEGEND

- 1" x 18" IRON PIPE SET
- 6" NAIL SET
- COUNTY MONUMENT FOUND
- EXISTING POWER POLE
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE
- TELEPHONE PEDERVAL
- FIBER OPTIC VAULT
- GAS METER
- GAS VALVE
- TRAFFIC LIGHT
- LIGHT POLE
- WATER VALVE
- FIRE HYDRANT
- STORM INLET
- STORM MANHOLE
- SANITARY MANHOLE
- WATER MANHOLE
- DOOR
- OVERHEAD ELECTRIC
- BURIED ELECTRIC
- BURIED TELEPHONE
- BURIED FIBER OPTIC LINE
- BURIED GAS LINE
- STORM SEWER MAIN
- SANITARY SEWER MAIN
- PROPERTY LINE
- EXISTING TREE

BEARINGS REFERENCED TO THE
ILLINOIS STATE PLANE COORDINATE
SYSTEM (NAD 83/2011) - EAST ZONE
AND THE NORTH ANGLE OF THE
SECTION 19, T. 44N, R. 11E, WHICH
BEARS N89°-25'-38"E



PROPOSED TOWER BASE

LATITUDE: 42°-16'-48.75"
LONGITUDE: 86°-00'-11.87"
(Per North American Datum of 83/2011)
Ground Elevation: 749.8'
(Per North American Vertical Datum of 1988)

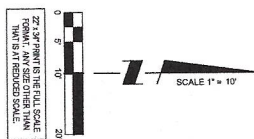
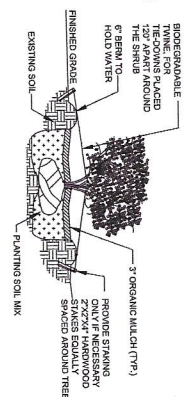
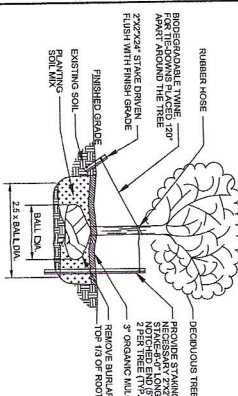
GRAPHIC SCALE
1 inch = 30 ft.
0 15 30 60

BENCHMARK INFORMATION
SITE BENCHMARK: BM A
FLAG BOLT ON TOP OF HYDRANT
NORTH OF POWER PLANT BUILDING
ELEVATION: 748.12'

SURVEYORS CERTIFICATE
I, Craig A. Kesch, ILLINOIS Professional Land Surveyor
of Meridian Surveying, LLC, certify that I have surveyed the
described property and that the map shown is a true and accurate
representation thereof to the best of my knowledge and belief.
Dated this _____ day of _____, 2025.
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 05-003828
LICENSE EXPIRES NOVEMBER 30, 2025
DESIGN FIRM PROFESSIONAL LICENSE NO. 184-00859
LICENSE EXPIRES APRIL 30, 2026
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

1. PRUNE NEWLY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORICULTURAL STANDARDS. PRUNING SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS. ALL PLANTING STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE.

1. ALL PLANT STOCK SHALL BE NURSERY-GROWN IN CONFORMANCE WITH GOOD HORTICULTURAL PRACTICE. PLANTS SHALL BE FREE OF DISEASE, INSECTS, GRAFT UNIONS AND DEFECTS SUCH AS KNOTS, SINK, MOLDINGS AND UNIFORM GROWTH TYPICAL OF THE SPECIES AND VARIETY. WELL-FORMED, FREE FROM IRREGULARITIES, WITH THE MINIMUM QUALITY AND SIZE CONFORMING TO AMERICAN STANDARD FOR NURSERY STOCK.
2. GUARANTEE WARRANT: ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIES, AND GUARANTEE TO BE FREE FROM DEFECTS. PLANTS SHALL BE GROWN & WARRANTED AGAINST DEFECTS, INCLUDING BUT NOT LIMITED TO, BUT NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLECT ABUSE, DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND THE CONTRACTORS CONTROL, WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOOD STORMS, FIRES, OR NO ADDITIONAL COST TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE LANDSCAPE ARCHITECT, IN ANY UNHEALTHY OR UNSIGHTLY CONDITION. DEFECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT PLANTING. PLANTING SPACES, RESERVE AREAS, AND OTHER AREAS SHALL BE MAINTAINED IN A HEALTHY CONDITION. PLANTING OPERATIONS, DISTURBED BY WEATHER OR CLIMATE CONDITIONS.
3. MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING. MULCH SHRUB BEDS TO A MINIMUM OF TWO INCHES. MULCH SHALL BE CLEAN COMPOSTED PINE BARK, NOT MULCH FREE OF FOREIGN MATERIAL, AND LARGE PIECES OVER THREE INCHES LONG.
4. TOPSOIL SHALL CONSIST OF FERTILE FINE GRAIN LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL. IT SHALL BE FREE OF ADULTERANTS OF SOIL, AND NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.
5. REPAIR ALL TUFF AREAS BY SEEDING. SEEDING INSTALLATION SHALL BE EXECUTED ONLY AFTER THE FINAL GRADING HAS BEEN COMPLETED, NO SEEDING WORK SHALL BE DONE UNTIL SEPTEMBER 15, UNLESS APPROVED BY THE OWNERS REPRESENTATIVE. SEED SHALL BE PLANTED AT A RATE OF 100 LBS PER ACRE. SEED SHALL BE APPLIED BY THE BROADCAST METHOD, PREVIOUSLY RECOMMENDED FOR THE SPECIES. SEED SHALL BE APPLIED AT A MINIMUM RATE OF 120 POUNDS PER ACRE. FUTURBA BLANKET OR EQUIVALENT SHALL BE USED FOR EROSION CONTROL. MULCH WHERE NECESSARY IN LIEU OF GRASS MULCH.
6. PLANT MATERIAL SHALL CONFORM WITH THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEMENT FOR THAT TYPE OF TREE OR SHRUB AT THE TIME OF INSTALLATION.
7. ALL TREES SHALL BE GROWN IN A NURSERY LOCATED IN THE NORTHERN HALF OF THE STATE OF ILLINOIS AND LICENSED BY THE STATE OF ILLINOIS.
8. THE PLANTING SEASON SHALL BE APPROXIMATELY OCTOBER 15 TO DECEMBER 1, AND MAY 1 TO MAY 1.



PLANT LIST					
SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	COMMENTS
TREES					
	AESCLUSUS GLABRA	OHIO BUCKEYE	5	6 FT. HT. MIN.	B & B (BALLED & BURLAPPED)
	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	4	6 FT. HT. MIN.	B & B (BALLED & BURLAPPED)
SHRUBS					
	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	28	1 GAL. POT MIN.	PLANT 4-6' APART MIN.
	VIBURNUM LENTAGO	NAUNNBERRY	15	3 GAL. POT MIN.	PLANT 6-8' APART MIN.
 3 PLANT QUANTITY			 PG PLANT SYMBOL		

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 48 HOURS BEFORE
 YOU DIE

Call
*Before
 You Die*

JULIE
 ILLINOIS
 ONE CALL SYSTEM

REVISIONS			
NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	02/21/24	JJR
1	REVISED FIBER ROUTE	02/28/24	JJR
2	ADDITION OF 55' RADIUS FALL ZONE	03/05/24	TJS
3	REVISED TOWER HEIGHT	05/09/24	TJS
4	UPDATE WITH TERTIARY TANK GENERATOR	05/28/24	TJS
5	REVISED CPER NEW RFDS	06/01/24	TJS
6	SWAP OUT VERIZON GENERATOR	01/16/25	TJS



TERRA
CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60065
PH: 847-699-6400
FAX: 847-698-6401

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

RT. 45 & 176
RELO

410 UNIVERSITY DR.
MUNDELEIN, IL 60060

CHECKED BY: _____
DATE: 01/02/24

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER

1

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of June 23, 2025

Subject: Driven Car Wash - Special Use Permit Amendment, 301 Townline Road - PZ2025-0026

Financial Impact:

N/A

Attachments:

1. Findings of Fact
2. Location Map - 301 Townline Rd
3. Petitioner's Packet

Background:

Under Ordinance No. 22-11-53 Driven Car Wash was granted a Special Use Permit for a car wash. Included as part of the conditions for the special use permit were the architectural design and materials.

Subsequently, the owner contacted the Village and expressed a desire to change certain materials on the building from Alucobond metal panels to a coated EIFS. This requires an amendment to the Special Use, which can only be granted by a recommendation from the PZC and approval by the Village Board.

There were a number of car washes at various stages of consideration and process by the Village, and each had slightly different processes. The architecture and enhancement of this corridor in Mundelein is important. Any material changes should be considered carefully by the Village to ensure that requests adhere to our vision and goals. If the EIFS is not acceptable, the Village Board may wish to recommend an alternative that would be considered in its place.

Driven Car Wash is rapidly expanding in the region. Arlington Heights has a similar design to the original Mundelein Facility. Buffalo Grove has a different architecture from the Mundelein facility, which demonstrates Driven's ability to modify architecture in different locations.

Planning and Zoning Commission

The Planning and Zoning Commission considered this application on June 18, 2025. The Commission voted 4-0 to recommend approval of the amendment to the Special Use for Driven Car Wash with the condition that the material simulates a metal finish.

Department Comments

There were no comments from the other departments.

Public Comments

There were no public comments received at the time of this report.

Recommendation:

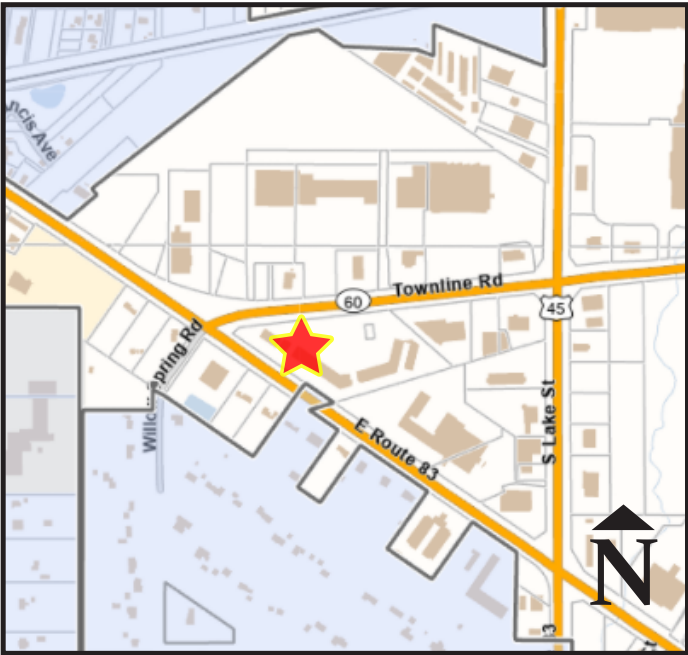
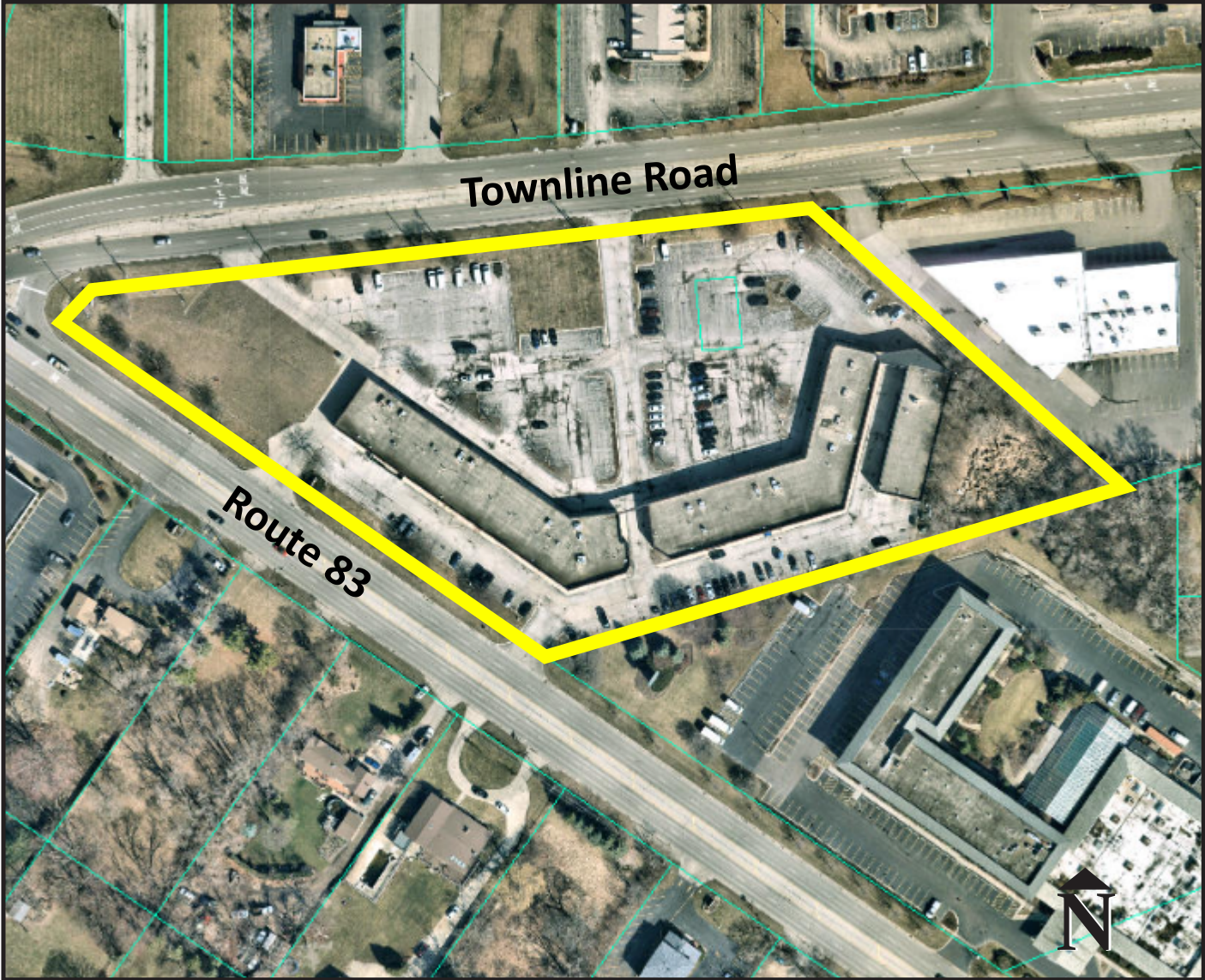
Motion to authorize staff to draft an ordinance amending a Special Use Permit, Ordinance No. 22-11-53, regarding changes to materials for Driven Car Wash, 301 Townline Road.

FINDINGS OF FACT – 301 Townline Road – Driven Car Wash Materials

1. Special Use Amendment – Material Change

CASE NUMBER	PZC2025-0024
PUBLIC HEARING DATE	June 18, 2025
On June 18, 2025 the Planning and Zoning Commission voted 4-0 for approval to amend a Special Use Permit, Ordinance No. 22-11-53, regarding changes to materials for Driven Car Wash, 301 Townline Road.	
1. 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.	
The proposed amendment to the Special Use to change the building material from Alucobond to EIFS will not endanger the public health, safety, or general welfare of any portion of the community.	
2. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.	
The proposed special use amendment is compatible with adjacent and nearby properties, as EIFS is used as either a secondary or primary material on both the adjacent Patriot's Plaza shopping center and the Garden Fresh shopping center across the street.	
3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.	
The special use amendment is consistent with the spirit and intent of Village ordinances and land use policies, as the EIFS product is designed to mimic the original building material approved by the Village (Alucobond).	
4. The special use conforms to the applicable regulations of the zoning district in which it is to be located.	
The proposed special use amendment conforms to all other applicable regulations of its zoning district, minus the building material and any other relief already granted by the original special use ordinance.	

Location Map: 301 Townline Road



Legend

 Subject Property



INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 301 Townline Road
Property Index Numbers (PIN) 15-06-102-016

Size of Property 71,981 (sq. ft./acres)
Size of Building Space 6,600 (sq. ft.)
Size of Space Utilized

ZONING

Current Zoning C-2
Proposed Zoning C-2
Current Use Car Wash
Proposed Use Car Wash

PETITIONER INFORMATION

Business/Org. Name Driven Car Wash
Name Christopher Niro
Title General Counsel
Address 44 S. Vail Ave. Ste 204
City, State, Zip Arlington Heights, IL 60005
Phone 312.388.9505
Email cniro@drivencarwash.com

Petitioner Status: ☒ Owner ☐ Lessee ☐ Contract Purchaser

PROPERTY OWNER INFORMATION

Business/Org. Name 301 Townline Rd, LLC
Name Chris Jenks
Title Manager
Address 44 S. Vail Ave. Ste 204
City, State, Zip Arlington Heights, IL 60005
Phone 630.461.0992
Email chris@drivencarwash.com

SECTION OF ZONING ORDINANCE: 20.32.040(a)(5)(b)(vi)

DESCRIPTION OF PROPOSED ZONING VARIATION *(Attach additional pages, if necessary)*

Petitioner respectfully requests that the PZC and Board grant a variance to use an Exterior Insulating Finishing System ("EIFS") instead of the alucobond materials which was previously part of the approved zoning ordinance and special use permit. Alucobond is a metal material, which has increased in cost significantly and poses a major obstacle to completing this project. Further, EIFS is more environmentally sound and friendly. Further, use of EIFS will enable the building to be more energy efficient.

STANDARDS FOR GRANTING A VARIATION

In evaluating the proposed variation, the Zoning Administrator, Planning and Zoning Commission and Village Board will make findings based on the standards imposed by Section 20.16.020 of the Zoning Ordinance. **Please provide a detailed response to each of the following criteria** (*attach additional pages, if necessary*):
See attached responses

- 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 further 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*): **See attached responses**

- 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.

MUNDELEIN VARIANCE APPLICATION

RESPONSES TO STANDARDS FOR GRANTING A VARIATION

Applicant, Driven Car Wash, LLC ("Driven") asks the Zoning Administrator, Planning and Zoning Commissions and Village Board to grant it a variation from the existing Ordinance standards concerning the use of exterior insulating finishing system (EIFS) as an accent surface coating on two areas of the building. For the reasons set forth below, Driven Car Wash respectfully asks that its request be granted. Accordingly, Driven responds to the criteria as follows:

A. The strict application of the terms of the Ordinance will result in an undue hardship for Driven Car Wash's application because the cost of Alucobond has increased significantly due to tariffs and supply issues, whereas using EIFS will reduce the costs associated with the project, provide for substantially identical finished product, be more environmentally friendly due to the insulating nature of the material. Further, the time required to design, manufacture, and install the Alucobond will delay the project by a minimum of 60 days.

B. The plight of the owner is due to unique circumstances, mainly, the significant cost of obtaining and installing Alucobond, whereas the use of EIFS will reduce the operating costs of the car wash facility. Accordingly, granting the variation requested herein would satisfy the Ordinance because the building will be more energy efficient.

C. The variation, if granted, will not alter the essential character of the locality because, as stated above, the finished product will be substantially identical to the approved ordinance, the only difference will be the material selected, all colors and finishes will be substantially identical. Accordingly, Driven's proposed variation will keep with the essential character of the locality.

If the Zoning Administrator, Planning and Zoning Commission, and Village Board requires further evidence supporting Driven's request for variation, we have provided responses to the following criteria:

- 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.

Driven Response: The Ordinance is written in a way that **permits** the use of EIFS "as decorative or detail elements, or as part of the exterior construction that is not used as a surface finish material." See Ordinance §20.32.040(B)(5)(b). The language of the Ordinance is contradictory, EIFS is, by its nature, used as a surface finishing material. Advances in EIFS technology have demonstrated that the restrictive nature of the Ordinance is outdated and should

be reconsidered. EIFS has progressed to the point that it is visually indistinguishable from the Alucobond metal materials. Further, the proposed use on the structure is exactly that of a decorative element of the exterior construction. Finally, the cost of using Alucobond would be over a hundred thousand dollars more than using EIFS. This rises above a mere inconvenience and imposes a particular hardship on the owner.

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

Driven Response: The difficulty and hardship imposed by the strict interpretation of the ordinance has not been created by any person presently having a proprietary interest. Instead, we are seeking to replace one prohibited material (metal panels) with another, more efficient and environmentally friendly material which will result in a substantially identical finished product as the approved ordinance.

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

Driven Response: The public welfare in the neighborhood will not be negatively impacted by the granting of the variation requested. Indeed, the public welfare will be improved by the granting of the variance because it will allow the project to proceed to completion on a timely basis. Rejecting this request for variance will extend the project timeline by at least 8-12 weeks and increase costs which will challenge the viability of the entire project.

- 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.

Driven Response: This variation, if granted, will have no impact on the adequate supply of light and air to any adjacent property, will not increase congestion, nor increase the danger of fire, public safety or impair property values within the neighborhood. However, during the installation process using Alucobond will require steel cutting and further fabricated on site which will require additional equipment and personnel using steel cutting and soldering materials on site.

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

Driven Response: The spirit and intent of the Ordinance is to allow for the use of EIFS in exterior construction and as decorative elements of a building, that is exactly what we are seeking to accomplish here. Further, we are simply seeking permission to replace one prohibited material (metal) with EIFS.

- 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.

Driven Response: Put simply, denying the requested variation and requiring the use of Alucobond will put the entire project and financial viability of the operation in question because of the significant delay in obtaining and installing the Alucobond material, whereas if this variance is granted, the EIFS will be installed within 14 days and the car wash facility will be closer to opening.

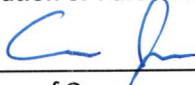
SITE VISIT AUTHORIZATION

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) 301 Townline Road, 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:**

 5/20/25
Signature of Owner Date

By Chris Jenks

Manager of 301 Townline Rd, LLC
Title/Full Corporate Name

If Contract Purchaser:

Signature of Contract Purchaser Date

By _____

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

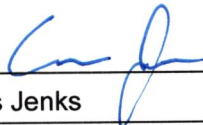
Signature of Lessee Date

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):  Date: 5/20/25
Printed Name: Chris Jenks Title: MANAGER

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: _____ 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: _____ Date: _____
Printed Name: _____ Title: _____

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of June 23, 2025

Subject: IGA Amendment #2 - Libertyville Shared Service

Financial Impact:

The agreement provides for Libertyville to compensate Mundelein for laboratory services at a rate of \$6,700/month.

Attachments:

1. Intergovernmental Agreement - Second Amendment - Libertyville Shared Services

Background:

In 2018, the Board authorized an agreement with Libertyville to provide lab technician services for their wastewater treatment facility. In 2022, Libertyville exercised their authority to discontinue service and reactivated in October 2024 for several months to cover a staffing shortage. Libertyville requests another reactivation of the agreement which will require an update to the cost of the services.

Recommendation:

Motion to authorize the Mayor to sign the second amendment to the Intergovernmental Agreement between the Village of Mundelein and the Village of Libertyville regarding lab technician services.

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT PLANT SHARED LAB TECHNICIAN
SERVICES BETWEEN THE VILLAGE OF LIBERTYVILLE AND THE VILLAGE OF MUNDELEIN**

This is a Second Amendment to the original Intergovernmental Agreement ("Agreement") made and entered into on June 1, 2018 by and between the Village of Mundelein, an Illinois municipal corporation ("Mundelein"), and the Village of Libertyville, an Illinois municipal corporation ("Libertyville") for shared wastewater treatment plant lab technician services.

In consideration of the mutual covenants set forth in the Second Amendment which shall replace the First Amendment dated November 19, 2024, Mundelein and Libertyville agree to the following amendments to the Agreement:

Section 5 is deleted in its entirety and replaced with the following new Section 5:

Section 5: Libertyville shall pay a fee of **\$6,700.00 per month** for the laboratory technician services under this agreement and shall be invoiced monthly. Libertyville shall also pay for 50% of the lab supplies Mundelein purchases to provide this service. Libertyville shall be invoiced annually for laboratory supplies along with the supply invoices as verification. Laboratory supplies shall only include the additional chemicals, materials and equipment required to provide Libertyville with the approved scope of work in Exhibit A. Libertyville agrees to make payment to Mundelein within 30 days upon receipt of said invoices.

Section 6 is deleted in its entirety and replaced with the following new Section 6:

Section 6: The fee for this service shall increase annually by 3%. Such increases shall be made effective May 1 beginning in the year **2026**.

Section 7 is deleted in its entirety and replaced with the following new Section 7:

Section 7: One Mundelein employee, designated as a wastewater treatment plant laboratory technician, shall be made available during the regular workday as specified in Section 2 to complete work designated by Libertyville. Libertyville's requests for additional Mundelein employees are subject to availability and consent of the Mundelein Director of Public Works and Engineering. Any additional employees requested by Libertyville shall be charged at the **rate of \$72 per hour** during regular workday as specified in Section 2.

Section 8 is deleted in its entirety and replaced with the following new Section 8:

Section 8: In the event that Libertyville requires any employee of the Mundelein Public Works and Engineering Department to respond to an emergency or other situation outside of normal Mundelein business hours specified in Section 2, Libertyville will be billed at the **rate of \$95/hour** with a two-hour minimum, per employee. The chargeable time shall commence upon the response of the employee and end upon the completion of duties for said responses. Libertyville also desires that one primary employee of the Mundelein Public Works experienced in wastewater treatment plant operations be part of the rotational weekend duty responsibility, which is 5 hours on Saturdays and 5 hours on Sundays. Libertyville will be billed for the rotational weekend duty

at the rate of **\$95/hour** with a two-hour minimum, per employee. The chargeable time shall commence upon the response of the employee and end upon completion of duties for said responses.

Libertyville will utilize the same 24 hours on-call contact system (Mundelein-issued cellular phone) in use by the Mundelein Public Works and Engineering Department. The on-call employee will respond to the request by Libertyville by acknowledging and responding to the phone call received and report for duty as requested by Libertyville.

All other portions of the original Agreement (Attachment No. 1) will remain unchanged and in effect.

IN WITNESS WHEREOF, the parties caused this Second Amendment to be executed by their duly authorized officials.

VILLAGE OF MUNDELEIN:

By: _____
As its Mayor

ATTEST:

Village Clerk

Date of Signing:

_____, 2025

VILLAGE OF LIBERTYVILLE:

By: _____
As its Mayor

ATTEST:

Village Clerk

Date of Signing:

_____, 2025

- Attachment No. 1: Executed Intergovernmental Agreement dated June 1, 2018
- Attachment No. 2: Executed First Amendment to Intergovernmental Agreement dated November 19, 2024

To: Mayor and Board of Trustees

From: Lee Limperatos, Assistant Finance Director
Linda Miller, Finance Director

For: Village Board Meeting of June 23, 2025

Subject: FYE2026 Appropriation Ordinance

Financial Impact:

Attachments:

None

Background:

The annual Appropriation Ordinance is required to be adopted during the first three months of the government's fiscal year. This Ordinance provides the legal limit of spending. The Budget adopted in April for FY2026 was approximately \$77 million and is the document the Departments follow during the budget year. The Appropriation Ordinance provides the Village flexibility in managing its operations for any unforeseen expenditures.

Recommendation:

Motion to pass the Annual Appropriation Ordinance of the Village of Mundelein, Lake County, Illinois for the fiscal year beginning May 1, 2025, and ending April 30, 2026.

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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-42
which is entitled

FYE2026 Appropriation 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 6/24/2025, June 25, 2024 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 6/24/2025.

Village Clerk

ORDINANCE NO. O-25-06-42

**AN ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2025 AND ENDING APRIL 30, 2026**

BE IT ORDAINED by the President and the Board of Trustees of the Village of Mundelein, Lake County, Illinois:

Section I Fiscal Year: That the Fiscal Year of the Village of Mundelein, Lake County, Illinois, be and the same is hereby fixed and declared to be May 1, 2025 to April 30, 2026.

Section II General Corporate Appropriations: That the following sums of money, or as much as may be needed or deemed necessary to defray all expenses and liabilities of the Municipality hereinafter designated, be and the same are hereby appropriated for the general corporate purposes of the Village of Mundelein, Lake County, Illinois, herein specified, for the fiscal year commencing on May 1, 2025 and ending April 30, 2026.

CORPORATE FUND		FY26
BOARDS AND COMMISSIONS		APPROPRIATION
EXECUTIVE BOARD		
45000	WAGES, SALARIES & BENEFITS	121,000
46000	CONTRACTED SERVICES	75,000
47000	OPERATING SUPPLIES & EXPENSES	6,000
	TOTAL EXECUTIVE BOARD	202,000
COMMISSIONS		
46000	CONTRACTED SERVICES	314,000
47000	OPERATING SUPPLIES & EXPENSES	70,000
	TOTAL COMMISSIONS	384,000
	TOTAL BOARDS & COMMISSIONS	586,000
GENERAL GOVERNMENT		
ADMINISTRATIVE		
45000	WAGES, SALARIES & BENEFITS	2,860,000
46000	CONTRACTED SERVICES	1,467,000

47000	OPERATING SUPPLIES & EXPENSES	432,000
	TOTAL ADMINISTRATIVE	4,759,000
FINANCE		
45000	WAGES, SALARIES & BENEFITS	323,000
46000	CONTRACTED SERVICES	1,793,000
47000	OPERATING SUPPLIES & EXPENSES	12,000
49900	OTHER USES – FUNDS TRANSFER	3,067,000
	TOTAL FINANCE	5,195,000
LEGAL		
46000	CONTRACTED SERVICES	546,000
	TOTAL LEGAL	546,000
CAPITAL PROJECTS		
48000	CAPITAL IMPROVEMENTS	1,745,000
	TOTAL CAPITAL PROJECTS	1,745,000
BUILDING		
45000	WAGES, SALARIES & BENEFITS	1,446,000
46000	CONTRACTED SERVICES	20,000
47000	OPERATING SUPPLIES & EXPENSES	8,000
	TOTAL BUILDING	1,474,000
	TOTAL GENERAL GOVERNMENT	13,719,000
PUBLIC SAFETY		
POLICE DEPARTMENT		
45000	WAGES, SALARIES & BENEFITS	15,514,000
46000	CONTRACTED SERVICES	1,229,000

47000	OPERATING SUPPLIES & EXPENSES	452,000
	TOTAL POLICE DEPARTMENT	17,195,000
FIRE DEPARTMENT		
45000	WAGES, SALARIES & BENEFITS	7,151,000
46000	CONTRACTED SERVICES	1,013,000
47000	OPERATING SUPPLIES & EXPENSES	378,000
	TOTAL FIRE DEPARTMENT	8,542,000
	TOTAL PUBLIC SAFETY	25,737,000
PUBLIC WORKS		
ADMINISTRATION		
45000	WAGES, SALARIES & BENEFITS	791,000
46000	CONTRACTED SERVICES	257,000
47000	OPERATING SUPPLIES & EXPENSES	6,000
	TOTAL ADMINISTRATION	1,054,000
FACILITY MAINTENANCE		
45000	WAGES, SALARIES & BENEFITS	649,000
46000	CONTRACTED SERVICES	562,000
47000	OPERATING SUPPLIES & EXPENSES	100,000
TOTAL FACILITY MAINTENANCE	1,311,000	
BLDG/GRDS – TRAIN PARKING		
46000	CONTRACTED SERVICES	70,000
47000	OPERATING SUPPLIES & EXPENSES	60,000

	TOTAL BLDG/GRDS TRAIN PRKNG	130,000
VEHICLE MAINTENANCE		
45000	WAGES, SALARIES & BENEFITS	664,000
46000	CONTRACTED SERVICES	76,000
47000	OPERATING SUPPLIES & EXPENSES	736,000
	TOTAL VEHICLE MAINTENANCE	1,476,000
STREETS		
45000	WAGES, SALARIES & BENEFITS	1,335,000
46000	CONTRACTED SERVICES	857,000
47000	OPERATING SUPPLIES & EXPENSES	470,000
	TOTAL STREETS	2,662,000
	TOTAL PUBLIC WORKS	6,633,000
SUMMARY		
	BOARDS & COMMISSIONS	586,000
	GENERAL GOVERNMENT	13,719,000
	PUBLIC SAFETY	25,737,000
	PUBLIC WORKS	6,633,000
	TOTAL CORPORATE FUND	46,675,000

Section III Special Appropriations: That the following sums of money, or as much as may be authorized by law, as may be needed or designated, are hereby appropriated for the special purpose herein specified for the fiscal year commencing May 1, 2025 and ending April 30, 2026.

			FY26

	SPECIAL PURPOSE ROAD & BRIDGE		APPROPRIATION
	48000	CAPITAL IMPROVEMENTS	3,936,000
		TOTAL ROAD & BRIDGE	3,936,000
	IL MUNICIPAL RETIREMENT FUND		
	45000	WAGES, SALARIES & BENEFITS	847,000
		TOTAL IMRF	847,000
	SOCIAL SECURITY		
	45000	WAGES, SALARIES & BENEFITS	1,781,000
		TOTAL SOCIAL SECURITY	1,781,000
	MOTOR FUEL TAX		
	48000	CAPITAL IMPROVEMENTS	1,571,000
		TOTAL MOTOR FUEL TAX	1,571,000
	EQUIPMENT FUND		
	48000	CAPITAL IMPROVEMENTS	1,207,000
		TOTAL EQUIPMENT FUND	1,207,000
	STORMWATER MANAGEMENT		
	46000	CONTRACTED SERVICES	28,000
	48000	CAPITAL IMPROVEMENTS	1,800,000
	49000	DEBT SERVICE	902,000

		TOTAL STORM WATER	2,730,000
	CAPITAL DEVELOPMENT		
	49900	OTHER USES – FUNDS TRANSFER	550,000
		TOTAL CAPITAL DEVELOPMENT	550,000
	9-1-1 SURCHARGE		
	46000	CONTRACTED SERVICES	4,000
	48000	CAPITAL IMPROVEMENTS	66,000
	49900	OTHER USES – FUNDS TRANSFER	880,000
		TOTAL 9-1-1 SURCHARGE	950,000
	BOND LEVY		
	46000	CONTRACTED SERVICES	1,000
	49000	DEBT SERVICE	1,074,000
		TOTAL BOND LEVY	1,075,000
	TAX REBATES		
	49500	TAX REBATES	990,000
		TOTAL TAX REBATES	990,000
	TIF 2 – DOWNTOWN FUND		
	46000	CONTRACTED SERVICES	55,000
	48000	CAPITAL IMPROVEMENTS	330,000

	49400	NOTE PRINCIPAL	420,000
	49900	CONTINGENT	96,000
		TOTAL TIF 2 - DOWNTOWN	901,000
	TIF 3 – DOWNTOWN FUND		
	46000	CONTRACTED SERVICES	1,000
	48000	CAPITAL IMPROVEMENTS	462,000
	49000	DEBT SERVICE	684,000
	49400	NOTE PRINCIPAL	240,000
	49900	CONTINGENT	960,000
		TOTAL TIF 3 - DOWNTOWN	2,347,000
	TIF 4 – OAK CREEK/TOWNLINE ROAD FUND		
	49400	NOTE PRINCIPAL	240,000
	49900	CONTINGENT	960,000
		TOTAL TIF 4 - OAK CREEK/TOWNLINE ROAD	1,200,000
	ARCHER BUSINESS CENTER		
	46000	CONTRACTED SERVICES	379,000
	47000	OPERATING SUPPLIES & EXPENSES	182,000
	48000	CAPITAL IMPROVEMENTS	576,000
		TOTAL ARCHER BUSINESS CENTER	1,137,000
	COM DEVELOPMENT/BLOCK GRANTS		
	46000	CONTRACTED SERVICES	290,000

	49900	CONTINGENT	180,000
		TOTAL COMM DEVELOPMENT /BLOCK GRANTS	470,000
	CAPITAL PROJECTS/ARPA		
	48000	CAPITAL IMPROVEMENTS	660,000
	49900	OTHER USES – FUNDS TRANSFER	1,980,000
		TOTAL CAPITAL PROJECTS/ARPA	2,640,000
	FIRE PENSION		
	46400	PROFESSIONAL SERVICES	50,000
	46900	OTHER SERVICES	80,000
		TOTAL PENSION	130,000
		PAYMENTS (FPEN)	
	45600	RETIREMENT PENSIONS	2,070,000
	45800	DISABILITY PENSIONS	330,000
		TOTAL	2,400,000
		TOTAL FIRE PENSION	2,530,000
	POLICE PENSION		
	46400	PROFESSIONAL SERVICES	70,000
	46900	OTHER SERVICES	60,000
		TOTAL	130,000

		PENSION PAYMENT	
	45600	RETIREMENT PENSIONS	3,660,000
	45700	WIDOW'S PENSIONS	170,000
	45800	DISABILITY PENSIONS	460,000
		TOTAL	4,290,000
		TOTAL POLICE PENSION	4,420,000
	SPECIAL ASSESSMENTS		
	49900	CONTINGENT	1,000,000
		TOTAL SPECIAL ASSESSMENTS	1,000,000
	SUMMARY		
		ROAD & BRIDGE	3,936,000
		IL MUNICIPAL RETIREMENT	847,000
		SOCIAL SECURITY	1,781,000
		MOTOR FUEL TAX	1,571,000
		EQUIPMENT FUND	1,207,000
		STORM WATER MGT	2,730,000
		CAPITAL DEVELOPMENT	550,000
		9-1-1 SURCHARGE	950,000
		BOND LEVY	1,075,000
		TAX REBATE	990,000
		TIF 2 - DOWNTOWN	901,000

		TIF 3 - DOWNTOWN	2,347,000
		TIF 4 – OAK CREEK/TOWNLINE ROAD	1,200,000
		ARCHER BUSINESS CENTER	1,137,000
		COM DEVELOPMENT /BLOCK GRANTS	470,000
		CAPITAL PROJECTS/ARPA	2,640,000
		FIRE PENSION	2,530,000
		POLICE PENSION	4,420,000
		SPECIAL ASSESSMENTS	1,000,000
		TOTAL SPECIAL PURPOSE	32,282,000
	WATER/SEWER OPERATIONS		
	SEWER		
	45000	WAGES, SALARIES & BENEFITS	1,589,000
	46000	CONTRACTED SERVICES	478,000
	47000	OPERATING SUPPLIES & EXPENSES	1,164,000
		TOTAL SEWER	3,231,000

	WATER		
	45000	WAGES, SALARIES & BENEFITS	1,787,000
	46000	CONTRACTED SERVICES	815,000
	47000	OPERATING SUPPLIES & EXPENSES	3,095,000
		TOTAL WATER	5,697,000
		TOTAL WATER/SEWER OPERATIONS	8,928,000
	DEPRECIATION		
	SEWER		
	48000	CAPITAL IMPROVEMENTS	3,411,000
	49000	DEBT SERVICE	606,000
		TOTAL UPTOWN SR (DEP)	4,017,000
	WATER		
	48000	CAPITAL IMPROVEMENTS	2,903,000
		TOTAL MAINTENANCE WR (DEP)	2,903,000

		TOTAL DEPRECIATION	6,920,000
	SUMMARY		
		WATER/SEWER OPERATIONS	8,928,000
		DEPRECIATION	6,920,000
		TOTAL WATER SEWER	15,848,000
	TOTAL SUMMARY		
	CORPORATE		46,675,000
	SPECIAL PURPOSE		32,282,000
	WATER/SEWER		15,848,000
		TOTAL	94,805,000

Grand total all funds being the total appropriation for general, special purpose and water and sewer funds mentioned herein for the fiscal year ending April 30, 2026.

Section IV Unexpended Balances: The unexpended balance of any item or of items of any appropriation made by this ordinance may be expended in making up any deficiency in any item or items in the same general appropriations made by this ordinance.

Section V Validity: If any section, paragraph, clause, item or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, item or provision shall not affect any of the other provisions of this ordinance.

Section VI Ordinance Number: That this ordinance shall be known as **Ordinance No. O-25-06-42.**

Section VII Date When Effective - Repeal: This ordinance shall be in full force and effect from and after its final passage, signing, and publication in pamphlet form as provided by law, and all parts of other Ordinances in conflict with this Ordinance, if any, are hereby repealed.

Section VIII. Filings: The Village Clerk is hereby directed to submit a certified copy of this ordinance after its final passage, signing, and publication in pamphlet form to the County Clerk of Lake County, Illinois before the close of the first quarter of the fiscal year as provided by law.

This ordinance was adopted on June 23, 2025 at a regular meeting of the Village Board of Trustees in Mundelein Illinois, Lake County, held of that day, and ordered published in pamphlet form.

RESULT: [Yes 0, No 0, Abstained 0]

MOVER: None

SECONDER: None

AYES: None

NAYS: None

ABSTAIN: None

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST:

Village Clerk

To: Mayor and Board of Trustees

From: Vanna Jankowski, Finance Clerk
Lee Limperatos, Assistant Finance Director

For: Village Board Meeting of June 23, 2025

Subject: Governing Body

Financial Impact:

\$1,668,021.77

Attachments:

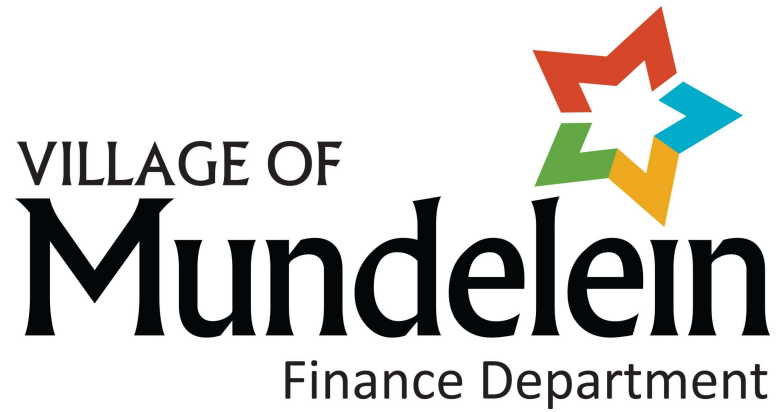
1. GOVERNING BODY 062325

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 June 10, 2025 and ending June 23, 2025 in the amount of \$1,668,021.77.



GOVERNING BODY

DISBURSEMENTS REPORT

JUNE 23, 2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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
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Pay By Check Type: EFT Transfer MAY 2025 CREDIT CARD STATEMENT-FY25

CCMAY2025-FY25

0000024132	BANKCARD PROCESSING CTR	05/29/2025		4,381.65	0.00	Paid	Y	
	MAY 2025 CREDIT CARD STATEMENT-FY25	VJANKOWSKI					04/30/2025	
	100-000-25100.000	CREDIT CARD PAYABLE		4,381.65				

301087

0000024134	IRMA	03/31/2025		66,546.27	0.00	Paid	Y	25-00303
	FY25 APRIL 2025 DEDUCTIBLE	VJANKOWSKI					04/30/2025	
	100-231-46502.000	IRMA DEDUCTIBLE-FIRE		1,205.29				
	100-231-46502.000	IRMA DEDUCTIBLE-POLICE		46,591.54				
	100-231-46502.000	IRMA DEDUCTIBLE-PUBLIC WORKS		18,749.44				

3687

0000024135	IRMA	04/30/2025		(100.00)	0.00	Paid	Y	
	APRIL 2025 DEDUCTIBLE CREDIT MEMO	VJANKOWSKI					04/30/2025	
	100-231-46502.000	IRMA DEDUCTIBLE		(100.00)				

INV2823255

0000024024	PAYLOCITY CORP	05/20/2025		6,150.61	0.00	Paid	Y	26-00216
	PAYLOCITY INVOICE MAY 2025	VJANKOWSKI					06/10/2025	
	100-205-46499.000	PROFESSIONAL SERVICES		6,150.61				

CCMAY2025-FY26

0000024211	BANKCARD PROCESSING CTR	05/29/2025		8,998.35	0.00	Paid	Y	
	MAY 2025 CREDIT CARD STATEMENT-FY25	VJANKOWSKI					06/18/2025	
	100-000-25100.000	CREDIT CARD PAYABLE		8,998.35				

Total Pay By Check Type EFT Transfer:

85,976.88	0.00
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Pay By Check Type: Paper Check

862360160-9-CR

0000021153	AT & T LONG DISTANCE	01/12/2025		(10.25)	0.00	Paid	Y	
		VJANKOWSKI					04/30/2025	
	100-202-47310.000	AMERITECH CHARGES		(10.25)				

S2507271.001

0000021994	WILLOW ELECTRICAL SUPPLY	02/28/2025		150.00	0.00	Paid	Y	
	WALL PACK FOR CAMPUS STATION	VJANKOWSKI					04/30/2025	
	500-462-47565.000	MT MTLS PUMPING STATIONS		150.00				

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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
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Pay By Check Type: Paper Check LIFT STATION #4

6111301118 0000023527	VERIZON LIFT STATION #4 500-452-47330.000	04/18/2025 VJANKOWSKI		490.54	0.00	Paid	Y 04/30/2025	
		MOBILE PHONE CHARGES		490.54				

2585 0000023827	CYBERCLAN-LISLE EXECUTIVE CNTR REMEDATION AND RESTORATION SERVICES 100-000-34670.000 100-000-34670.000	05/29/2025 VJANKOWSKI		150,393.75	0.00	Paid	Y 04/30/2025	Multiple
		INS REIMBURSEMENTS RESTORATION SERVICES		60,125.00				
		INS REIMBURSEMENTS		90,268.75				

2586 0000023828	CYBERCLAN-LISLE EXECUTIVE CNTR INCIDENT RESPONSE, INVESTIGATION AND RES 100-000-34670.000 100-000-34670.000	05/29/2025 VJANKOWSKI		415,935.00	0.00	Paid	Y 04/30/2025	Multiple
		INS REIMBURSEMENTS FOR INCIDENT RESPONSE		366,885.00				
		INS REIMBURSEMENTS		49,050.00				

388757 0000023860	BURKE, WARREN, MACKAY & SERRITELLA, 05/29/2025 LEGAL FEES - APRIL 2025 - CONCEPT #2022- VJANKOWSKI 630-000-27775.000			6,730.00	0.00	Paid	Y 04/30/2025	25-00381
		CONC 2022-006 WIRTZ		6,730.00				

388755 0000023861	BURKE, WARREN, MACKAY & SERRITELLA, 05/29/2025 LEGAL FEES - CONCEPT #2022-001 - FLAHERT VJANKOWSKI 630-000-27770.000			25,639.00	0.00	Paid	Y 04/30/2025	25-00370
		CONC 2022-001 FLAHERTY		25,639.00				

388756 0000023862	BURKE, WARREN, MACKAY & SERRITELLA, 05/29/2025 LEGAL FEES - APRIL 2025 - CONCEPT #2021- VJANKOWSKI 630-000-27778.000			90.00	0.00	Paid	Y 04/30/2025	
		CONC 2021-002 MORRIS STATION		90.00				

49940355 0000023901	INTERSTATE BATTERIES OF NORTH CHICA SQUAD 31 BATTERY 100-430-47524.000	04/14/2025 VJANKOWSKI		197.95	0.00	Paid	Y 04/30/2025	
		MT MTLs PATROL VEHICLES		197.95				

7701742000-0325 0000023926	COMED ENERGY CHARGES MARCH 2024 100-441-47420.000	05/28/2025 VJANKOWSKI		9,321.99	0.00	Paid	Y 04/30/2025	
		ELECTRIC LIGHT/POWER		9,321.99				

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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
Pay By Check Type: Paper Check TRUCK 121 FENDERS							
3041156882 0000023938	RUSH TRUCK CTR- IL TRUCK 121 FENDERS 100-430-47528.000	04/02/2025 VJANKOWSKI MT MTLs PICK-UP TRUCK		1,579.45 1,579.45	0.00	Paid	Y 04/30/2025
071218 0000023957	MUNICIPAL ELECTRONICS INC 100-305-46999.000	01/28/2025 VJANKOWSKI MISC OTHER SERVICES		45.00 45.00	0.00	Paid	Y 04/30/2025
278633 0000023984	ENVIRONMENTAL PRODUCTS & ACCESS., L HYDROEXCAVATION TUBE FOR VACTOR 500-452-47525.000	04/08/2025 VJANKOWSKI MT MTLs HEAVY EQUIPMENT		303.94 303.94	0.00	Paid	Y 04/30/2025
411708 0000023989	KINNUCAN COMPANY SNOW AND ICE CONTROL SERVICES - ZONE 9. 100-441-46670.000	02/16/2025 VJANKOWSKI MT ALL STREETS		339.68 339.68	0.00	Paid	Y 14071 04/30/2025
411709 0000023990	KINNUCAN COMPANY SNOW AND ICE CONTROL SERVICES - ZONE 9. 100-441-46670.000	02/06/2025 VJANKOWSKI MT ALL STREETS		2,139.00 2,139.00	0.00	Paid	Y 14071 04/30/2025
201452 0000023992	CHRISTOPHER B BURKE ENGINEERING LTD PROF ENG SVCS RELATED TO IEPA PUBLIC WAT 500-461-46410.000	06/04/2025 VJANKOWSKI CONSULTING SERVICES		980.00 980.00	0.00	Paid	Y 25-00066 04/30/2025
9481-5 0000024065	SHERWIN-WILLIAMS PAINT 500-462-47070.000	01/30/2024 VJANKOWSKI TOOLS/SUPPLIES		(134.39) (134.39)	0.00	Paid	Y 04/30/2025
25-0528 0000024067	THOMPSON ELEVATOR INSPECTION SERV. 100-281-46511.000	03/10/2025 VJANKOWSKI ELEVATOR INSPECTION		86.00 86.00	0.00	Paid	Y 04/30/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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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
Pay By Check Type: Paper Check PAINT FOR SECONDARY CLARIFIERS AT WWTP								
0255-8 0000024112	SHERWIN-WILLIAMS PAINT FOR SECONDARY CLARIFIERS AT WWTP 500-453-47530.000	04/25/2025 VJANKOWSKI MT MTLs OTHER EQUIPMENT		310.80 310.80	0.00	Paid	Y 04/30/2025	
25101 0000024120	NICASA DEFLECTION GRANT 12/23/24-03/16/25 100-301-47956.000	03/31/2025 VJANKOWSKI GRANT-DEFLECTION 312202 EXPS		40,113.00 40,113.00	0.00	Paid	Y 04/30/2025	25-00319
TIF2024 0000024121	MUNDELEIN HIGH SCHOOL TIF 2024 (2023-24 SCHOOL YEAR REQUESTED 340-264-49901.000	05/29/2025 VJANKOWSKI CONTIGENT		45,377.14 45,377.14	0.00	Paid	Y 04/30/2025	25-00344
TIF 2024 0000024122	MUNDELEIN SCHOOL DIST #75 TIF 2024 (2023-24 SCHOOL YEAR REQUESTED 340-264-49901.000	05/28/2025 VJANKOWSKI CONTIGENT		33,327.22 33,327.22	0.00	Paid	Y 04/30/2025	25-00343
FY25 TIF 2 NOTE 0000024123	MORRIS STATION LLC FY2025 TIF 2 NOTE PAYMENT (ACCOUNTING DA 340-264-49403.000	05/29/2025 VJANKOWSKI NOTE		21,046.66 21,046.66	0.00	Paid	Y 04/30/2025	25-00345
24896 0000024171	ASSOCIATED GRAPHICS GROUP 100-301-46441.000	01/28/2025 VJANKOWSKI PRINTING SERVICES		125.00 125.00	0.00	Paid	Y 04/30/2025	
SALESTX062325 0000024172	JEWEL FOOD STORES SALES TAX REBATE JAN 2025-MAR 2025 330-263-49402.000	06/11/2025 VJANKOWSKI TAX REBATES		63,699.68 63,699.68	0.00	Paid	Y 04/30/2025	13813
TAX REB 062325 0000024173	DANIEL BEELOW SALES TAX REBATE JAN-APR 2025 330-263-49402.000 330-263-49402.000 330-263-49402.000	06/11/2025 VJANKOWSKI TAX REBATES TAX REBATES TAX REBATES		170,686.00 86,583.96 40,000.00 44,102.04	0.00	Paid	Y 04/30/2025	Multiple

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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
Pay By Check Type: Paper Check ENERGY CHARGES STREET LIGHTS APRIL 2025							
70790567001 0000024175	CONSTELLATION NEWENERGY ENERGY CHARGES STREET LIGHTS 100-441-47420.000	05/31/2025 APRIL 2025 VJANKOWSKI ELECTRIC LIGHT/POWER		3,302.74 3,302.74	0.00	Paid	Y 04/30/2025
278804 0000024176	ENVIRONMENTAL PRODUCTS & ACCESS., L FITTINGS 500-453-47510.000	04/14/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		105.09 105.09	0.00	Paid	Y 04/30/2025
822347657-1-022 0000024178	AT&T LONG DISTANCE LONG DISTANCE CHARGES VILLAGE WIDE 100-202-47310.000	02/22/2025 FYE25 VJANKOWSKI AMERITECH CHARGES		494.81 494.81	0.00	Paid	Y 04/30/2025
48754971 0000024212	LINDE GAS & EQUIPMENT INC O2 TANK RENTAL - ST 1 100-324-47040.000	03/22/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		108.42 108.42	0.00	Paid	Y 04/30/2025
48754972 0000024213	LINDE GAS & EQUIPMENT INC O2 RENTAL - ST 2 100-324-47040.000	03/22/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		33.79 33.79	0.00	Paid	Y 04/30/2025
2761523333-0425 0000024219	COMED ENERGY CHARGES 440 E HAWLEY ST - APRIL 2 100-441-47420.000	05/08/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		48.18 48.18	0.00	Paid	Y 04/30/2025
1TVY-6QJW-GJ4H 0000023381	AMAZON CAPITAL SERVICES, INC. DISPLAY PORT TO HDMI ADAPTERS 100-202-47012.000	05/06/2025 VJANKOWSKI COMPUTER SUPPLIES		33.64 33.64	0.00	Paid	Y 06/23/2025
1TLN-NXWW-HVRG 0000023530	AMAZON CAPITAL SERVICES, INC. WIRELESS MOUSE FOR VH 100-202-47012.000	05/15/2025 VJANKOWSKI COMPUTER SUPPLIES		41.88 41.88	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check MINI EXCAVATOR RENTAL FOR WATER PROJECT

01-330415-04

0000023682	LAKE STREET RENTAL	05/13/2025		300.00	0.00	Paid	Y
	MINI EXCAVATOR RENTAL FOR WATER PROJECT VJANKOWSKI			300.00			06/23/2025
	500-462-47563.000 MT MTLS WATERMAINS						

7914

0000023697	KEVIN WALSH EXCAVATING, INC	05/13/2025		970.20	0.00	Paid	Y
	SAND FOR DRYING BEDS AT WWTP VJANKOWSKI			970.20			06/23/2025
	500-453-47542.000 MT MTLS SAND						

100401935509

0000023708	OTIS ELEVATOR COMPANY	05/12/2025		4,214.52	0.00	Paid	Y 26-00335
	ANNUAL MAINTENANCE SERVICE FROM 6/1/25 T VJANKOWSKI			4,214.52			06/23/2025
	100-420-46620.000 MT BUILDING & GROUNDS						

OLD#1 BDAY 0513

0000023749	VERN LAPPE	05/13/2025		650.00	0.00	Paid	Y
	OLD #1 BIRTHDAY ITEMS VJANKOWSKI			650.00			06/23/2025
	630-000-27810.000 OLD #1 FIRE ENGINE						

7075685

0000023751	HAWKINS, INC	05/20/2025		1,337.85	0.00	Paid	Y
	SODIUM THIOSULFATE 30% VJANKOWSKI			1,337.85			06/23/2025
	500-453-47080.000 CHEMICAL SUPPLIES						

6310589

0000023754	MGN LOCK-KEY & SAFES INC.	05/23/2025		19.25	0.00	Paid	Y
	KEYS FOR VH VJANKOWSKI			19.25			06/23/2025
	100-420-47510.000 MT MTLS BLDGS & GROUNDS						

46163770

0000023758	MCMASTER CARR SUPPLY CO	05/23/2025		327.98	0.00	Paid	Y
	AIR FILTERS VJANKOWSKI			327.98			06/23/2025
	500-453-47510.000 MT MTLS BLDGS & GROUNDS						

77129063

0000023759	AMERICAN NATL SPRINKLER & LIGHTING	05/19/2025		195.00	0.00	Paid	Y
	IRRIGATION REPAIRS AT PD VJANKOWSKI			195.00			06/23/2025
	100-420-47510.000 MT MTLS BLDGS & GROUNDS						

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Pay By Check Type: Paper Check LOADER FLAT REPAIRS

1110195024 0000023762	COMMERCIAL TIRE SERVICE, INC LOADER FLAT REPAIRS 100-430-46645.000	05/20/2025 VJANKOWSKI		889.95	0.00	Paid	Y 06/23/2025	
		MT HEAVY EQUIP VEHICLES		889.95				

PS-INV048214 0000023766	CUTLER WORKWEAR KEVIN PERKINS CLOTHING AND BOOTS 100-420-47120.000	05/27/2025 VJANKOWSKI		557.87	0.00	Paid	Y 06/23/2025	
		CLOTHING ALLOWANCE		557.87				

130-156859 0000023767	TYLER TECHNOLOGIES, INC CONVERSION OF DATA FOR CAPERS, 100-202-46410.000	05/21/2025 IDNETWORK VJANKOWSKI		1,166.76	0.00	Paid	Y 06/23/2025	26-00229
		CONSULTING SERVICES		1,166.76				

1QD7-4PRL-3MCJ 0000023774	AMAZON CAPITAL SERVICES, INC. PRIZES FOR 2025 FISHING DERBY 100-305-47530.000	05/19/2025 VJANKOWSKI		699.56	0.00	Paid	Y 06/23/2025	
		MT MTLS OTHER EQUIPMENT		47.70				
		PREVENTION EDUCATION MTLS		520.47				
		EQUIPMENT RENTAL		131.39				

46250198 0000023776	MCMASTER CARR SUPPLY CO TRUCK 102 GROMMETS 500-462-47528.000	05/27/2025 VJANKOWSKI		87.63	0.00	Paid	Y 06/23/2025	
		MT MTLS PICK-UP TRUCK		87.63				

086884/6 0000023778	ACE HARDWARE OF LIBERTYVILLE PROPANE FOR FLOOR SCRUBBER 100-430-47440.000	05/22/2025 VJANKOWSKI		37.28	0.00	Paid	Y 06/23/2025	
		GASOLINE		37.28				

086918/6 0000023779	ACE HARDWARE OF LIBERTYVILLE HOLE SAW 100-430-47070.000	05/27/2025 VJANKOWSKI		15.29	0.00	Paid	Y 06/23/2025	
		TOOLS/SUPPLIES		15.29				

086919/6 0000023780	ACE HARDWARE OF LIBERTYVILLE BATTERIES 100-430-47070.000	05/27/2025 VJANKOWSKI		17.98	0.00	Paid	Y 06/23/2025	
		TOOLS/SUPPLIES		17.98				

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Pay By Check Type: Paper Check LOCKS FOR LIFTSTATIONS							
6310607							
0000023782	MGN LOCK-KEY & SAFES INC. LOCKS FOR LIFTSTATIONS 500-452-47571.000	05/28/2025 VJANKOWSKI MT MTLs LIFT STATIONS		106.00 106.00	0.00	Paid	Y 06/23/2025
MCD-070325-KETT							
0000023783	MICHAEL KETT STREET MAGICIAN 2025 MCD 100-103-46999.000	05/23/2025 VJANKOWSKI MISC OTHER SERVICES		200.00 200.00	0.00	Paid	Y 06/23/2025
INPX-T7JM-QGX4							
0000023788	AMAZON CAPITAL SERVICES, INC. USB FLASH DRIVES FOR VILLAGE WIDE USE 100-202-47012.000	05/20/2025 VJANKOWSKI COMPUTER SUPPLIES		37.23 37.23	0.00	Paid	Y 06/23/2025
986963							
0000023790	NAPA AUTO PARTS HITCH PINS 100-430-47528.000	05/27/2025 VJANKOWSKI MT MTLs PICK-UP TRUCK		29.24 29.24	0.00	Paid	Y 06/23/2025
986975							
0000023791	NAPA AUTO PARTS SQUAD 42 BATTERY 100-430-47524.000	05/27/2025 VJANKOWSKI MT MTLs PATROL VEHICLES		197.99 197.99	0.00	Paid	Y 06/23/2025
987049							
0000023792	NAPA AUTO PARTS SQUAD 47 FILTERS 100-430-47524.000	05/27/2025 VJANKOWSKI MT MTLs PATROL VEHICLES		43.72 43.72	0.00	Paid	Y 06/23/2025
987075							
0000023793	NAPA AUTO PARTS CREDIT 100-430-47524.000	05/27/2025 VJANKOWSKI MT MTLs PATROL VEHICLES		(18.00) (18.00)	0.00	Paid	Y 06/23/2025
987094							
0000023794	NAPA AUTO PARTS GREASE TUBES 100-430-47080.000	05/27/2025 VJANKOWSKI CHEMICAL SUPPLIES		56.40 56.40	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check TRAILER 644 BULB							
986601 0000023795	NAPA AUTO PARTS TRAILER 644 BULB 100-430-47525.000	05/22/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		35.08 35.08	0.00	Paid	Y 06/23/2025
986609 0000023796	NAPA AUTO PARTS TRAILER 644 LIGHTS 100-430-47525.000	05/22/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		35.60 35.60	0.00	Paid	Y 06/23/2025
986637 0000023797	NAPA AUTO PARTS TRUCK 420 PM ITEMS 100-430-47526.000	05/22/2025 VJANKOWSKI MT MTLS DUMP TRUCKS		85.79 85.79	0.00	Paid	Y 06/23/2025
193406065 0000023817	ULINE LOCKERS FOR PW STAFF 100-420-46620.000	05/28/2025 VJANKOWSKI MT BUILDING & GROUNDS		1,225.00 1,225.00	0.00	Paid	Y 06/23/2025
46323356 0000023818	MCMASTER CARR SUPPLY CO CORREGUATED TUBING 100-430-47070.000	05/28/2025 VJANKOWSKI TOOLS/SUPPLIES		45.59 45.59	0.00	Paid	Y 06/23/2025
987194 0000023819	NAPA AUTO PARTS GREASE 100-430-47080.000	05/28/2025 VJANKOWSKI CHEMICAL SUPPLIES		14.10 14.10	0.00	Paid	Y 06/23/2025
987235 0000023820	NAPA AUTO PARTS AMB 349 GASKETS AND SEALS 100-430-47522.000	05/28/2025 VJANKOWSKI MT MTLS AMBULANCES		298.21 298.21	0.00	Paid	Y 06/23/2025
987272 0000023821	NAPA AUTO PARTS SQUAD 43 BRAKES 100-430-47524.000	05/28/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		79.98 79.98	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check SKID 479 OIL							
987340 0000023822	NAPA AUTO PARTS SKID 479 OIL 100-430-47525.000	05/28/2025 VJANKOWSKI MT MTLs HEAVY EQUIPMENT		50.97 50.97	0.00	Paid	Y 06/23/2025
31945-00 0000023823	TERMINAL SUPPLY CO. TRUCK 102 INVERTER WIRING 500-462-47528.000	05/28/2025 VJANKOWSKI MT MTLs PICK-UP TRUCK		789.73 789.73	0.00	Paid	Y 06/23/2025
P2U9090 001 0000023824	WATEROUS COMPANY CS E01 VALVE REPAIR KIT 100-430-47535.000	05/21/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		309.76 309.76	0.00	Paid	Y 06/23/2025
378891 0000023829	NORTH EAST MULTI-REGIONAL TRAINING TRAINING FOR COMMANDER WILFENGER 100-304-46340.000	05/13/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		375.00 375.00	0.00	Paid	Y 06/23/2025
I48674 0000023830	FLOOD'S ROYAL FLUSH INC 2025 MUNDELEIN GRAND PRIX - PORTA POTT 630-000-27840.000	07/18/2025 VJANKOWSKI BIKE RACE SPONSORSHIP		1,475.00 1,475.00	0.00	Paid	Y 06/23/2025
2570 0000023831	FROST SOLUTIONS RENEWAL OF OUR ANNUAL ROAD WEATHER INFOR 100-420-46620.000	05/29/2025 VJANKOWSKI MT BUILDING & GROUNDS		5,250.00 5,250.00	0.00	Paid	Y 26-00340 06/23/2025
987416 0000023842	NAPA AUTO PARTS VAN 110 BALL JOINTS 500-462-47527.000	05/29/2025 VJANKOWSKI MT MTLs UTILITY VANS		216.47 216.47	0.00	Paid	Y 06/23/2025
22195 0000023843	RITTER GIS INC CITYWORKS SUPPORT SERVICES 500-461-46410.000 100-410-46415.000	05/30/2025 VJANKOWSKI CONSULTING SERVICES COMPUTER SOFTWARE SUPPORT		2,460.00 460.00 2,000.00	0.00	Paid	Y 26-00246 06/23/2025

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Pay By Check Type: Paper Check TRAFFIC SIGNAL MAINTENANCE							
712941							
0000023844	MEADE, INC.	05/30/2025		385.66	0.00	Paid	Y
	TRAFFIC SIGNAL MAINTENANCE	VJANKOWSKI					06/23/2025
	100-441-46671.000	MT TRAFFIC SIGNALS		385.66			
07042025							
0000023845	STEVE BELLIVEAU	05/27/2025		365.00	0.00	Paid	Y
	BALANCE DUE FOR MAGICIAN MCD 2025	VJANKOWSKI					06/23/2025
	100-103-46999.000	MISC OTHER SERVICES		365.00			
07042025							
0000023846	CLOWNING AROUND ENTERTAINMENT INC.	05/27/2025		322.00	0.00	Paid	Y
	BALANCE FOR BALLOON TWISTER MCD 2025	VJANKOWSKI					06/23/2025
	100-103-46999.000	MISC OTHER SERVICES		322.00			
43636							
0000023847	DAVID A. DINASO	05/27/2025		500.00	0.00	Paid	Y
	REPTILE SHOW MCD 2025	VJANKOWSKI					06/23/2025
	100-103-46999.000	MISC OTHER SERVICES		500.00			
BSE-83465							
0000023848	TODD DONNELLY	05/27/2025		1,200.00	0.00	Paid	Y
	MR. MEYERS BAND PERFORMING CONCERTS IN T	VJANKOWSKI					06/23/2025
	100-103-46499.000	PROFESSIONAL SERVICES		1,200.00			
071325							
0000023849	SHELLY J. KELLY	05/27/2025		1,000.00	0.00	Paid	Y
	B SIDE BAND PERFORMING AT CONCERTS IN TH	VJANKOWSKI					06/23/2025
	100-103-46499.000	PROFESSIONAL SERVICES		1,000.00			
121824							
0000023850	ANNIE BAKER-BERGLUND	05/27/2025		1,200.00	0.00	Paid	Y
	DIRTY LOOKS BAND PERFORMING AT CONCERTS	VJANKOWSKI					06/23/2025
	100-103-46499.000	PROFESSIONAL SERVICES		1,200.00			
BSE-83466							
0000023851	BILL O'CONNELL MUSIC	05/27/2025		2,000.00	0.00	Paid	Y 26-00325
	SOUL SACRIFICE BAND FOR CONCERTS IN THE	VJANKOWSKI					06/23/2025
	100-103-46499.000	PROFESSIONAL SERVICES		2,000.00			

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Pay By Check Type: Paper Check BRASS FROM THE PAST BAND PERFORMING MCD 2025 7/4/25								
BSE-83320 0000023852	JOHN TOMASSONE'S BRASS FROM THE PAST BAND PERFORMING MCD VJANKOWSKI 100-103-46499.000	05/27/2025		3,000.00	0.00	Paid	Y 06/23/2025	26-00328
				3,000.00				
BSE-83323 0000023853	MAGNIFICENT EVENTS, LTD TOTALLY TAYLOR BAND PERFORMING MCD 2025 VJANKOWSKI 100-103-46499.000	05/27/2025		4,000.00	0.00	Paid	Y 06/23/2025	26-00327
				4,000.00				
BSE-83317 0000023854	7TH HEAVEN BAND, LLC \$5500 BALANCE DUE FOR 7TH HEAVEN BAND PE VJANKOWSKI 100-103-46499.000	05/27/2025		5,500.00	0.00	Paid	Y 06/23/2025	26-00326
				5,500.00				
BSE-83321 0000023855	THE MACKENZIE O'BRIEN BAND MACKENZIE OBRIEN BAND PERFORMING MCD 202 VJANKOWSKI 100-103-46499.000	05/27/2025		2,000.00	0.00	Paid	Y 06/23/2025	26-00329
				2,000.00				
BSE-83319 0000023856	SODA SODA BAND PERFORMING MCD 2025 7/5/25 VJANKOWSKI 100-103-46499.000	05/27/2025		2,500.00	0.00	Paid	Y 06/23/2025	26-00330
				2,500.00				
BSE-83322 0000023857	BLOOZE BROTHERS BAND BLOOZE BROTHERS BAND PERFORMING MCD 2025 VJANKOWSKI 100-103-46499.000	05/27/2025		4,550.00	0.00	Paid	Y 06/23/2025	26-00332
				4,550.00				
BSE-83318 0000023858	LIBIDO FUNK CIRCUS DISCO CIRCUS BAND PERFORMING MCD 2025 7/ VJANKOWSKI 100-103-46499.000	05/27/2025		4,750.00	0.00	Paid	Y 06/23/2025	26-00331
				4,750.00				
1K6X-G1GY-6W6K 0000023865	AMAZON CAPITAL SERVICES, INC. PULASE CONNECTORS 100-430-47524.000	05/30/2025		12.90	0.00	Paid	Y 06/23/2025	
			MT MTLs PATROL VEHICLES	12.90				

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Pay By Check Type: Paper Check MCD SPONSOR TENT SUPPLIES AND ICE BAGS							
1YRP-CD36-7CXG 0000023866	AMAZON CAPITAL SERVICES, INC. MCD SPONSOR TENT SUPPLIES AND ICE BAGS 100-103-47070.000 100-103-47099.000	05/30/2025 VJANKOWSKI TOOLS/SUPPLIES MISC SUPPLIES		256.77 221.78 34.99	0.00	Paid	Y 06/23/2025
034418 0000023867	D&B POWER ASSOCIATES, INC REPLACEMENT UPS IN SERVER ROOM AT VILLAG 100-260-48299.000	05/30/2025 VJANKOWSKI OTHER BLDG/FACILITIES		55,400.00 55,400.00	0.00	Paid	Y 26-00237 06/23/2025
PS-INV048347 0000023868	CUTLER WORKWEAR MS FY26 PANTS 100-430-47120.000	05/30/2025 VJANKOWSKI CLOTHING ALLOWANCE		99.87 99.87	0.00	Paid	Y 06/23/2025
86940/6 0000023873	ACE HARDWARE OF LIBERTYVILLE MATERIAL FOR PEST CONTROL IN LIGHTING CO 100-420-47510.000	05/30/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		17.99 17.99	0.00	Paid	Y 06/23/2025
80197480 0000023874	BADGER METER, INC. MAY HOSTING 500-463-47560.000	05/29/2025 VJANKOWSKI MT MTLS METERS		717.25 717.25	0.00	Paid	Y 06/23/2025
430037039 0000023875	LAKE COUNTY TREASURER QUARTERLY TRAFFIC SIGNAL MAINTENANCE 100-441-46671.000	05/28/2025 VJANKOWSKI MT TRAFFIC SIGNALS		2,688.67 2,688.67	0.00	Paid	Y 26-00362 06/23/2025
86941/6 0000023876	ACE HARDWARE OF LIBERTYVILLE SUPPLIES FOR WORK ON ENG. 2'S SEATING AR 100-323-46669.000	05/30/2025 VJANKOWSKI MT OTHER EQUIPMENT		12.58 12.58	0.00	Paid	Y 06/23/2025
90248115 0000023877	CHEMTRADE CHEMICALS US HYPER+ION 5800 SUPPLY 500-453-47051.000	05/30/2025 VJANKOWSKI TERTIARY TREATMENT		11,398.80 11,398.80	0.00	Paid	Y 26-00272 06/23/2025

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Pay By Check Type: Paper Check SQUAD 1 ANTIFREEZE

987591

0000023878	NAPA AUTO PARTS SQUAD 1 ANTIFREEZE 100-430-47524.000	05/30/2025 VJANKOWSKI		58.94	0.00	Paid	Y 06/23/2025
		MT MTLS PATROL VEHICLES		58.94			

987617

0000023879	NAPA AUTO PARTS ENGINE 317 OIL DYE 100-430-47523.000	05/30/2025 VJANKOWSKI		62.93	0.00	Paid	Y 06/23/2025
		MT MTLS FIRE APPARATUS		62.93			

INV27963

0000023880	IDENTITY THEFT GUARD SOLUTIONS, INC APRIL 2025 ENROLLMENT FOR IDX 100-000-34670.000	05/31/2025 VJANKOWSKI		25.98	0.00	Paid	Y 06/23/2025
		INS REIMBURSEMENTS		25.98			

32959-00

0000023881	TERMINAL SUPPLY CO. PD UTV WIRING 100-430-47524.000	05/30/2025 VJANKOWSKI		72.04	0.00	Paid	Y 06/23/2025
		MT MTLS PATROL VEHICLES		72.04			

8107

0000023882	MUNICIPAL GIS PARTNERS, INC GIS CONSORTIUM MEMBERSHIP 500-451-46410.000 500-461-46410.000 100-440-46410.000	05/31/2025 VJANKOWSKI		12,022.24	0.00	Paid	Y 06/23/2025
		MEMBERSHIP IN THE GIS CONSORTIUM		4,808.90			
		MEMBERSHIP IN THE GIS CONSORTIUM		4,808.90			
		MEMBERSHIP IN THE GIS CONSORTIUM		2,404.44			

1882

0000023883	ADMINISTRATIVE CONSULTING SPECIALIS GRANT SERVICES - 06.01.25 - 05.31.26 100-201-46410.000	06/01/2025 VJANKOWSKI		20,000.00	0.00	Paid	Y 06/23/2025
		CONSULTING SERVICES		20,000.00			

33743

0000023884	MENARD, INC WWTP SUPPLIES 500-453-47510.000	05/29/2025 VJANKOWSKI		22.98	0.00	Paid	Y 06/23/2025
		MT MTLS BLDGS & GROUNDS		22.98			

PS-INV048450

0000023885	CUTLER WORKWEAR SUMMER HELP BOOTS FM 100-420-47120.000	06/02/2025 VJANKOWSKI		157.45	0.00	Paid	Y 06/23/2025
		CLOTHING ALLOWANCE		157.45			

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Pay By Check Type: Paper Check TRUCK 102 STROBES							
13920							
0000023886	HAVEY COMMUNICATIONS INC. TRUCK 102 STROBES 500-462-47528.000	06/02/2025 VJANKOWSKI MT MTLs PICK-UP TRUCK		327.60 327.60	0.00	Paid	Y 06/23/2025
50880							
0000023887	PETER BAKER & SON CO. ASPHALT FOR ROAD PATCHING 100-441-47543.000	05/31/2025 VJANKOWSKI MT MTLs BITUMINOUS PATCH		214.72 214.72	0.00	Paid	Y 06/23/2025
873898							
0000023888	LANDCARE USA LLC CONTRACTUAL LANDSCAPE SERVICES - YEAR 2 100-441-46677.000 100-427-46677.000 500-462-46620.000 500-453-46620.000	06/02/2025 VJANKOWSKI MT LANDSCAPING MT LANDSCAPING MT BUILDING & GROUNDS MT BUILDING & GROUNDS		2,499.25 1,000.00 250.00 750.00 499.25	0.00	Paid	Y 26-00226 06/23/2025
873897							
0000023889	LANDCARE USA LLC CONTRACTUAL LANDSCAPE SERVICES - YEAR 2 100-441-46677.000 100-427-46677.000 500-462-46620.000 500-453-46620.000	06/02/2025 VJANKOWSKI MT LANDSCAPING MT LANDSCAPING MT BUILDING & GROUNDS MT BUILDING & GROUNDS		22,458.00 15,000.00 2,000.00 3,000.00 2,458.00	0.00	Paid	Y 26-00226 06/23/2025
3412-258977							
0000023890	O'REILLY AUTO PARTS SPRAY COATING FOR WORK ON ENGINE 2'S SEA 100-323-46669.000	05/31/2025 VJANKOWSKI MT OTHER EQUIPMENT		35.98 35.98	0.00	Paid	Y 06/23/2025
49898844							
0000023891	LINDE GAS & EQUIPMENT INC O2 TANK RENTALS - STATION 1 100-324-47040.000	05/22/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		115.37 115.37	0.00	Paid	Y 06/23/2025
49898846							
0000023892	LINDE GAS & EQUIPMENT INC O2 TANK RENTALS - STATION 2 100-324-47040.000	05/22/2025 VJANKOWSKI TRAUMA UNIT SUPPLIES		40.16 40.16	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check 2025 CHICAGO GRIT BIKE RACE - POSTERS

35178

0000023893	THE PRINTING FACTORY	05/30/2025		211.00	0.00	Paid	Y
	2025 CHICAGO GRIT BIKE RACE - POSTERS	VJANKOWSKI		211.00			06/23/2025
	630-000-27840.000	BIKE RACE POSTERS					

INV00726154

0000023894	USABBLUEBOOK	05/30/2025		241.08	0.00	Paid	Y
	TABLETS FOR SAMPLING	VJANKOWSKI		241.08			06/23/2025
	500-462-47070.000	TOOLS/SUPPLIES					

287303040917X06

0000023895	AT&T MOBILITY	05/25/2025		4,511.62	0.00	Paid	Y
	VILLAGE WIDE CELLULAR SERVICE	VJANKOWSKI					06/23/2025
	100-000-34670.000	INS REIMBURSEMENTS - DATA USAGE		51.32			
	100-202-47330.000	MOBILE PHONE CHARGES		4,460.30			

287303040967X06

0000023896	AT&T MOBILITY	05/25/2025		2,270.79	0.00	Paid	Y
	VILLAGE WIDE FLEET AND TABLET SERVICES	VJANKOWSKI					06/23/2025
	100-000-34670.000	INS REIMBURSEMENTS DATA SERVICE		129.03			
	100-202-47330.000	MOBILE PHONE CHARGES		2,141.76			

16862

0000023897	AMERICAN RESPONSE VEHICLES INC	05/29/2025		60.15	0.00	Paid	Y
	CS A21 DOME LIGHT	VJANKOWSKI					06/23/2025
	100-430-47535.000	CONTRACTUAL FIRE PARTS		60.15			

13923

0000023898	HAVEY COMMUNICATIONS INC.	06/02/2025		139.00	0.00	Paid	Y
	SQUAD 3 BUMPER MOUNT KIT	VJANKOWSKI					06/23/2025
	100-430-47524.000	MT MTLs PATROL VEHICLES		139.00			

232687

0000023899	GRAYSLAKE FEED SALES, INC.	06/02/2025		226.00	0.00	Paid	Y
	GRASS SEED FOR PARKWAY RESTORATION	VJANKOWSKI					06/23/2025
	100-420-47510.000	MT MTLs BLDGS & GROUNDS		226.00			

25320

0000023900	KTR MEDIA GROUP, LTD	06/01/2025		600.00	0.00	Paid	Y
	APRIL AND MAY 2025 BOARD MEETING RECORDI	VJANKOWSKI					06/23/2025
	100-111-46499.000	PROFESSIONAL SERVICES		600.00			

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Pay By Check Type: Paper Check BATTERIES							
49940641							
0000023902	INTERSTATE BATTERIES OF NORTH CHICA	05/12/2025		375.90	0.00	Paid	Y
	BATTERIES	VJANKOWSKI					06/23/2025
	100-430-47528.000	MT MTLs PICK-UP TRUCK		375.90			
1LD7-YNK3-79TW							
0000023903	AMAZON CAPITAL SERVICES, INC.	06/02/2025		15.51	0.00	Paid	Y
	OFFICE SUPPLIES	VJANKOWSKI					06/23/2025
	500-453-47015.000	OFFICE SUPPLIES		15.51			
1JG4-GQYX-7LN9							
0000023904	AMAZON CAPITAL SERVICES, INC.	06/02/2025		208.35	0.00	Paid	Y
	WRISTBANDS	VJANKOWSKI					06/23/2025
	100-103-46441.000	PRINTING SERVICES		208.35			
327302							
0000023905	TEKLAB, INC-ACCTS REC	06/02/2025		637.70	0.00	Paid	Y
		VJANKOWSKI					06/23/2025
	500-453-46450.000	CHEMICAL ANALYSIS		637.70			
5142647							
0000023907	LIBERTYVILLE LINCOLN SALES INC	05/22/2025		126.26	0.00	Paid	Y
	TRUCK 420 FILTERS	VJANKOWSKI					06/23/2025
	100-430-47526.000	MT MTLs DUMP TRUCKS		126.26			
5142646							
0000023908	LIBERTYVILLE LINCOLN SALES INC	05/22/2025		66.90	0.00	Paid	Y
	SQUAD 32 TPMS SENSOR	VJANKOWSKI					06/23/2025
	100-430-47524.000	MT MTLs PATROL VEHICLES		66.90			
5142574							
0000023909	LIBERTYVILLE LINCOLN SALES INC	05/20/2025		97.31	0.00	Paid	Y
	TRUCK 700 SEALANT AND FILTER	VJANKOWSKI					06/23/2025
	100-430-47528.000	MT MTLs PICK-UP TRUCK		97.31			
5142341							
0000023910	LIBERTYVILLE LINCOLN SALES INC	05/09/2025		129.20	0.00	Paid	Y
	SQUAD 8 COOLER	VJANKOWSKI					06/23/2025
	100-430-47524.000	MT MTLs PATROL VEHICLES		129.20			

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Pay By Check Type: Paper Check SQUAD 8 TRANSMISSION FILTER							
5142326 0000023911	LIBERTYVILLE LINCOLN SALES INC SQUAD 8 TRANSMISSION FILTER 100-430-47524.000	05/08/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		124.97 124.97	0.00	Paid	Y 06/23/2025
5142324 0000023912	LIBERTYVILLE LINCOLN SALES INC SQUAD 33 MODULE 100-430-47524.000	05/08/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		430.22 430.22	0.00	Paid	Y 06/23/2025
5142275 0000023913	LIBERTYVILLE LINCOLN SALES INC SQUAD 7 TPMS SENSOR 100-430-47524.000	05/06/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		66.90 66.90	0.00	Paid	Y 06/23/2025
5142272 0000023914	LIBERTYVILLE LINCOLN SALES INC TRUCK 413 TPMS SENSOR 100-430-47528.000	05/06/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		66.90 66.90	0.00	Paid	Y 06/23/2025
5142267 0000023915	LIBERTYVILLE LINCOLN SALES INC SQUAD 5 HEATER HOSE 100-430-47524.000	05/06/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		165.34 165.34	0.00	Paid	Y 06/23/2025
5142255 0000023916	LIBERTYVILLE LINCOLN SALES INC VAN 108 O2 SENSOR 500-462-47527.000	05/05/2025 VJANKOWSKI MT MTLS UTILITY VANS		123.59 123.59	0.00	Paid	Y 06/23/2025
5142249 0000023917	LIBERTYVILLE LINCOLN SALES INC SQUAD 11 TRANSMISSION FILTER 100-430-47524.000	05/05/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		124.97 124.97	0.00	Paid	Y 06/23/2025
5142238 0000023918	LIBERTYVILLE LINCOLN SALES INC TRUCK 646 WINDOW SHADES 100-430-47528.000	05/02/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		94.01 94.01	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check FED EX SHIPPING							
8-875-56755 0000023920	FEDEX OFFICE FED EX SHIPPING 100-201-46910.000	05/28/2025 VJANKOWSKI		7.24	0.00	Paid	Y 06/23/2025
		FREIGHT		7.24			
P04155 0000023921	JOE JOHNSON EQUIP LLC-DBA STANDARD VACTOR 553 LEADER HOSENS 500-452-47525.000	05/28/2025 VJANKOWSKI		348.06	0.00	Paid	Y 06/23/2025
		MT MTLS HEAVY EQUIPMENT		348.06			
422787175001 0000023922	ODP BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES 100-321-47015.000	05/22/2025 VJANKOWSKI		20.89	0.00	Paid	Y 06/23/2025
		OFFICE SUPPLIES		20.89			
422789129001 0000023923	ODP BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES 100-321-47015.000	05/22/2025 VJANKOWSKI		42.58	0.00	Paid	Y 06/23/2025
		OFFICE SUPPLIES		42.58			
6557 0000023924	IVANHOE NURSERY REPLACEMENT TREE FOR PW COMPLEX 100-441-46676.000	05/28/2025 VJANKOWSKI		250.00	0.00	Paid	Y 06/23/2025
		MT TREES		250.00			
327322 0000023925	TEKLAB, INC-ACCTS REC AQUEOUS ANALYSIS 500-453-46450.000	06/02/2025 VJANKOWSKI		324.80	0.00	Paid	Y 06/23/2025
		CHEMICAL ANALYSIS		324.80			
9312526324 0000023927	LAWSON PRODUCTS, INC. MUNCH ZIPTIES 100-420-46899.000	06/02/2025 VJANKOWSKI		556.25	0.00	Paid	Y 06/23/2025
		MISC COMMUNITY SERVICE		556.25			
9312526325 0000023928	LAWSON PRODUCTS, INC. TRUCK 102 HARNESS 500-462-47528.000	06/02/2025 VJANKOWSKI		17.44	0.00	Paid	Y 06/23/2025
		MT MTLS PICK-UP TRUCK		17.44			

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Pay By Check Type: Paper Check SQUAD 1 BATTERY							
987841 0000023929	NAPA AUTO PARTS SQUAD 1 BATTERY 100-430-47524.000	06/02/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		236.55 236.55	0.00	Paid	Y 06/23/2025
987887 0000023930	NAPA AUTO PARTS TRACTOR 477 FILTERS 100-430-47525.000	06/02/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		30.00 30.00	0.00	Paid	Y 06/23/2025
987889 0000023931	NAPA AUTO PARTS CAR 63 WHEEL NUTS 100-430-47521.000	06/02/2025 VJANKOWSKI MT MTLS INSP VEHICLES		166.60 166.60	0.00	Paid	Y 06/23/2025
987892 0000023932	NAPA AUTO PARTS CAR 63 BRAKES 100-430-47521.000	06/02/2025 VJANKOWSKI MT MTLS INSP VEHICLES		150.99 150.99	0.00	Paid	Y 06/23/2025
987931 0000023933	NAPA AUTO PARTS VAN 106 BLOWER MOTOR 500-462-47527.000	06/02/2025 VJANKOWSKI MT MTLS UTILITY VANS		131.38 131.38	0.00	Paid	Y 06/23/2025
987975 0000023934	NAPA AUTO PARTS SQUAD 31 BATTERY RETURN 100-430-47524.000	06/02/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		(236.55) (236.55)	0.00	Paid	Y 06/23/2025
34127207-01 0000023935	GRIMCO, INC MATERIAL FOR MAKING SIGNS 100-441-47547.000	06/02/2025 VJANKOWSKI MT MTLS SIGNS		899.67 899.67	0.00	Paid	Y 06/23/2025
5517126855 0000023936	AIRGAS USA, LLC GAS CYLINDER LEASE 100-430-47080.000	06/01/2025 VJANKOWSKI CHEMICAL SUPPLIES		208.95 208.95	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check CONSULTANT FEES - MAY 2025 - CONCEPT #2022-006 - IVANHOE VILLAGE								
824718 0000023937	RYAN, LLC CONSULTANT FEES - MAY 2025 - CONCEPT #20 630-000-27775.000	06/02/2025 VJANKOWSKI CONC 2022-006 WIRTZ		2,668.75 2,668.75	0.00	Paid	Y 06/23/2025	26-00382
97172264 0000023939	SAFETY-KLEEN SYSTEMS INC. PARTS WASHER FOR WWTP 500-453-47510.000	05/24/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		257.12 257.12	0.00	Paid	Y 06/23/2025	
145837 0000023940	FLOOD'S ROYAL FLUSH INC MCD 2025 PORTABLE TOILETS 100-103-46520.000	06/30/2025 VJANKOWSKI EQUIPMENT RENTAL		5,975.00 5,975.00	0.00	Paid	Y 06/23/2025	26-00365
8603 0000023941	ILLINOIS FIRE CHIEF'S ASSOCIATION TRAINING PROGRAM MANAGER CLASS FOR T. BA 100-323-46340.000	06/03/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		475.00 475.00	0.00	Paid	Y 06/23/2025	
379365 0000023942	NORTH EAST MULTI-REGIONAL TRAINING TRAINING REGISTRATION OFFICER RODRIGUEZ 100-305-46340.000	05/20/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		250.00 250.00	0.00	Paid	Y 06/23/2025	
379439 0000023943	NORTH EAST MULTI-REGIONAL TRAINING TRAINING REGISTRATION OFFICER KIVLEY 100-305-46340.000	05/20/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		300.00 300.00	0.00	Paid	Y 06/23/2025	
379487 0000023944	NORTH EAST MULTI-REGIONAL TRAINING TRAINING REGISTRATION OFFICER OAKES 100-305-46340.000	05/20/2025 VJANKOWSKI CONV/SCHOOLS/MTGS		200.00 200.00	0.00	Paid	Y 06/23/2025	
379466 0000023945	NORTH EAST MULTI-REGIONAL TRAINING VJANKOWSKI 100-305-46340.000	05/20/2025 CONV/SCHOOLS/MTGS		160.00 160.00	0.00	Paid	Y 06/23/2025	

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Pay By Check Type: Paper Check POLYGRAPH EXAMINATIONS FOR POLICE APPLICANTS							
24165 0000023946	CENTRAL POLYGRAPH SERVICE POLYGRAPH EXAMINATIONS FOR POLICE APPLIC VJANKOWSKI 100-105-46499.000	05/23/2025		1,050.00 1,050.00	0.00	Paid	Y 06/23/2025
126093 0000023947	PAGE'S HEALTHY PAWS VJANKOWSKI 100-305-47099.000	05/16/2025 MISC SUPPLIES		43.17 43.17	0.00	Paid	Y 06/23/2025
126661 0000023948	PAGE'S HEALTHY PAWS VJANKOWSKI 100-305-47099.000	05/29/2025 MISC SUPPLIES		54.78 54.78	0.00	Paid	Y 06/23/2025
2025 0531 WTR 0000023949	CENTRAL LAKE COUNTY JAWA WATER CHARGES MAY 2025 500-463-47450.000	06/03/2025 VJANKOWSKI CLCJAWA WATER CHARGES		157,552.28 157,552.28	0.00	Paid	Y 06/23/2025
2025 0331 SD 0000023950	CENTRAL LAKE COUNTY JAWA ELECTRICAL/ROUTINE MAINT FEE MARCH 2025 VJANKOWSKI 500-462-47421.000 500-462-46662.000	06/03/2025 ELP WTR RECEIVING STRTR MT WTR RECEIVING STRUCTR		427.05 289.01 138.04	0.00	Paid	Y 06/23/2025
SIN407613 0000023951	PRIORITY DISPATCH CORP. EFD CERTIFICATION FOR TC FAIDLEY AND TC VJANKOWSKI 100-302-46340.000	05/31/2025 CONV/SCHOOLS/MTGS		425.00 425.00	0.00	Paid	Y 26-00219 06/23/2025
INV46221 0000023952	CALEA ANNUAL CONTINUATION FEE 100-301-46305.000	06/02/2025 VJANKOWSKI PROFESSIONAL DUES		4,670.00 4,670.00	0.00	Paid	Y 26-00375 06/23/2025
1C97-WXR-4QCN 0000023953	AMAZON CAPITAL SERVICES, INC. SPONSOR TENT SUPPLIES 100-103-47070.000	06/03/2025 VJANKOWSKI TOOLS/SUPPLIES		14.43 14.43	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check FIREARMS TRAINING FACILITY							
300035775							
0000023954	SHERIFF OFFICE-TRAINING FACILITY	05/16/2025		600.00	0.00	Paid	Y
	FIREARMS TRAINING FACILITY	VJANKOWSKI					06/23/2025
	100-305-46340.000	CONV/SCHOOLS/MTGS		600.00			
PD-AHO 052725							
0000023955	JOAN VASQUEZ	05/27/2025		150.00	0.00	Paid	Y
		VJANKOWSKI					06/23/2025
	100-301-46499.000	PROFESSIONAL SERVICES		150.00			
8-874-16641							
0000023956	FEDERAL EXPRESS	05/27/2025		13.33	0.00	Paid	Y
		VJANKOWSKI					06/23/2025
	100-301-46910.000	FREIGHT		13.33			
6660026947							
0000023958	COMMERCIAL TIRE SERVICE, INC	06/03/2025		367.46	0.00	Paid	Y
	VAN 110 TIRES	VJANKOWSKI					06/23/2025
	500-462-47527.000	MT MTLS UTILITY VANS		367.46			
3000							
0000023959	MIDWEST PAVING EQUIPMENT	06/03/2025		253.17	0.00	Paid	Y
	PATCHER 473 PENDANT CONTROLS	VJANKOWSKI					06/23/2025
	100-430-47525.000	MT MTLS HEAVY EQUIPMENT		253.17			
INUS350670							
0000023960	AXON ENTERPRISE, INC	06/01/2025		8,515.52	0.00	Paid	Y 26-00231
	AXON BWC AND FLEET - YEAR #4 OF 5	VJANKOWSKI					06/23/2025
	100-305-47011.000	SOFTWARE		8,515.52			
877110110066108							
0000023961	COMCAST	05/25/2025		125.88	0.00	Paid	Y 26-00392
	PUBLIC WORKS POT LINE AND TV SERVICES -	VJANKOWSKI					06/23/2025
	100-202-47310.000	AMERITECH CHARGES		125.88			
877110110037461							
0000023962	COMCAST	05/19/2025		21.36	0.00	Paid	Y 26-00393
	POLICE TV SERVICES 05/01/2025 TO 04/31/2	VJANKOWSKI					06/23/2025
	100-202-47310.000	AMERITECH CHARGES		21.36			

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Pay By Check Type: Paper Check POT AND CENTREX LINES FOR VILLAGE WIDE SERVICES ANNUAL PO 7-24 TO 4-25							
847566349005-25 0000023964	AT&T POT AND CENTREX LINES FOR VILLAGE WIDE S VJANKOWSKI 100-202-47310.000	05/22/2025 AMERITECH CHARGES		149.00 149.00	0.00	Paid	Y 26-00390 06/23/2025
INV-55106 0000023966	SIGNS NOW MUNDELEIN 2025 - ZONING CASE SIGNS - DREAM CLEAN A VJANKOWSKI 100-203-46901.000	06/03/2025 ZONING CASE SIGNS		75.00 75.00	0.00	Paid	Y 06/23/2025
9312530381 0000023967	LAWSON PRODUCTS, INC. TRUCK 102 WIRING 500-462-47528.000	06/03/2025 RPETERSON MT MTLs PICK-UP TRUCK		45.40 45.40	0.00	Paid	Y 06/23/2025
46658030 0000023968	MCMASTER CARR SUPPLY CO UTV 48 HARDWARE 100-430-47524.000	06/03/2025 RPETERSON MT MTLs PATROL VEHICLES		17.43 17.43	0.00	Paid	Y 06/23/2025
78872380 0000023969	TERMINIX ANDERSON PEST CONTROL VH 100-420-46599.000	06/01/2025 RPETERSON MISC PROPERTY SERVICES		72.98 72.98	0.00	Paid	Y 06/23/2025
988013 0000023970	NAPA AUTO PARTS AMB 343 OIL FILTER 100-430-47522.000	06/03/2025 RPETERSON MT MTLs AMBULANCES		18.85 18.85	0.00	Paid	Y 06/23/2025
988073 0000023971	NAPA AUTO PARTS ENG 334 DOT LIGHTS 100-430-47523.000	06/03/2025 RPETERSON MT MTLs FIRE APPARATUS		52.19 52.19	0.00	Paid	Y 06/23/2025
988087 0000023972	NAPA AUTO PARTS SQUAD 4 GEAR OIL 100-430-47524.000	06/03/2025 RPETERSON MT MTLs PATROL VEHICLES		51.96 51.96	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check TRUCK 102 FUSE HOLDER								
988093 0000023973	NAPA AUTO PARTS TRUCK 102 FUSE HOLDER 500-462-47528.000	06/03/2025 RPETERSON MT MTLs PICK-UP TRUCK		15.98 15.98	0.00	Paid	Y 06/23/2025	
988113 0000023974	NAPA AUTO PARTS SKID 483 FILTERS 100-430-47525.000	06/03/2025 RPETERSON MT MTLs HEAVY EQUIPMENT		45.90 45.90	0.00	Paid	Y 06/23/2025	
4612 0000023975	CASEBOOK PBC CASEBOOK PRO - 5 YEAR - PAID ANNUALLY 100-202-46415.000	05/15/2025 RPETERSON COMPUTER SOFTWARE SUPPORT		2,495.50 2,495.50	0.00	Paid	Y 06/23/2025	26-00402
852028025 0000023976	THOMSON REUTERS BACKGROUND CHECKS 100-304-46999.000 100-105-46999.000	06/01/2025 RPETERSON MISC OTHER SERVICES MISC OTHER SERVICES		299.73 149.86 149.87	0.00	Paid	Y 06/23/2025	
PS-INV048512 0000023977	CUTLER WORKWEAR HACKER JEANS 500-462-47120.000	06/04/2025 RPETERSON CLOTHING ALLOWANCE		44.98 44.98	0.00	Paid	Y 06/23/2025	
PS-INV048513 0000023978	CUTLER WORKWEAR SUMMER HELP CLOTHING ALLOWANCE 500-453-47120.000	06/04/2025 RPETERSON CLOTHING ALLOWANCE		186.24 186.24	0.00	Paid	Y 06/23/2025	
78870917 0000023979	TERMINIX ANDERSON PEST CONTROL AT STATION 1 100-321-46620.000	06/01/2025 RPETERSON MT BUILDING & GROUNDS		86.98 86.98	0.00	Paid	Y 06/23/2025	
78870919 0000023980	TERMINIX ANDERSON PEST CONTROL - STATION 2 100-321-46620.000	06/01/2025 RPETERSON MT BUILDING & GROUNDS		55.26 55.26	0.00	Paid	Y 06/23/2025	

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Pay By Check Type: Paper Check EMERGENCY CALL BOXES AT BOTH STATIONS & ELEVATOR							
8475667385-0525							
0000023981	AT&T	05/22/2025		248.99	0.00	Paid	Y
	EMERGENCY CALL BOXES AT BOTH STATIONS & RPETERSON						06/23/2025
	100-202-47310.000	AMERITECH CHARGES		248.99			
332656							
0000023983	VELOCITYEHS, INC.	05/29/2025		3,058.98	0.00	Paid	Y 26-00399
	SDS CHEMICAL MANAGEMENT SOFTWARE	VJANKOWSKI					06/23/2025
	100-410-46415.000	COMPUTER SOFTWARE SUPPORT		3,058.98			
1RPD-G1v4-4Q34							
0000023985	AMAZON CAPITAL SERVICES, INC.	06/04/2025		38.17	0.00	Paid	Y
	THERMAL LAMINATOR POUCHES	VJANKOWSKI					06/23/2025
	500-453-47015.000	OFFICE SUPPLIES		38.17			
11KR-9M4N-6JPF							
0000023986	AMAZON CAPITAL SERVICES, INC.	06/04/2025		17.03	0.00	Paid	Y
	SPONSOR TENT SUPPLIES	VJANKOWSKI					06/23/2025
	100-103-47070.000	TOOLS/SUPPLIES		17.03			
6310646							
0000023987	MGN LOCK-KEY & SAFES INC.	06/04/2025		17.55	0.00	Paid	Y
	KEYS FOR FM	VJANKOWSKI					06/23/2025
	100-420-47510.000	MT MTLS BLDGS & GROUNDS		17.55			
243432							
0000023988	MIDWEST HOSE AND FITTINGS INC	06/03/2025		17.00	0.00	Paid	Y
	HOSES	VJANKOWSKI					06/23/2025
	100-430-47528.000	MT MTLS PICK-UP TRUCK		17.00			
0006132							
0000023991	CONSULTXPRT, LLC	05/29/2025		2,500.00	0.00	Paid	Y 26-00297
	ONE DAY ONSITE TRAINING IN SIGN SHOP	VJANKOWSKI					06/23/2025
	100-420-46620.000	MT BUILDING & GROUNDS		2,500.00			
86955/6							
0000023994	ACE HARDWARE OF LIBERTYVILLE	06/03/2025		5.38	0.00	Paid	Y
	TRUCK 102 HARDWARE	VJANKOWSKI					06/23/2025
	500-462-47528.000	MT MTLS PICK-UP TRUCK		5.38			

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Pay By Check Type: Paper Check REPLACEMENT WAND FOR WATER TRUCK							
86956/6 0000023995	ACE HARDWARE OF LIBERTYVILLE REPLACEMENT WAND FOR WATER TRUCK 100-441-47070.000	06/03/2025 VJANKOWSKI TOOLS/SUPPLIES		17.99 17.99	0.00	Paid	Y 06/23/2025
086968/6 0000023996	ACE HARDWARE OF LIBERTYVILLE ENG 312 WEATHERSTRIPPING 100-430-47523.000	06/04/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		21.59 21.59	0.00	Paid	Y 06/23/2025
86974/6 0000023997	ACE HARDWARE OF LIBERTYVILLE MATERIAL FOR BEERFEST 100-420-46899.000	06/05/2025 VJANKOWSKI MISC COMMUNITY SERVICE		6.29 6.29	0.00	Paid	Y 06/23/2025
86973/6 0000023998	ACE HARDWARE OF LIBERTYVILLE FABRIC FOR UPTOWN PLANTERS 100-420-47510.000	06/05/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		12.59 12.59	0.00	Paid	Y 06/23/2025
MCD 25 CASH 0000023999	CASH START UP CASH FOR BEER TENT - \$200 IN 20 100-000-11540.000	06/03/2025 VJANKOWSKI CASH ON HAND - EVENTS		3,200.00 3,200.00	0.00	Paid	Y 26-00369 06/23/2025
DJ2025 0000024000	VINCENT MAGSINO MCD 25 DJ SERVICE 100-103-46499.000	05/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		500.00 500.00	0.00	Paid	Y 06/23/2025
CARSHOW25 0000024001	KERRY L KIRKLEY CAR SHOW BALANCE MCD 2025 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		750.00 750.00	0.00	Paid	Y 06/23/2025
SOUND25 0000024002	BIG AUDIO INC 50% BALANCE DUE FOR MAINSTAGE SOUND LIGH 100-103-46499.000	05/27/2025 VJANKOWSKI PROFESSIONAL SERVICES		8,868.65 8,868.65	0.00	Paid	Y 26-00367 06/23/2025

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Pay By Check Type: Paper Check MCD 2025 BALANCE PAID FOR STAGE RENTAL							
STAGE25 0000024003	BIG AUDIO INC MCD 2025 BALANCE PAID FOR STAGE RENTAL 100-103-46520.000	05/27/2025 VJANKOWSKI EQUIPMENT RENTAL		3,200.00 3,200.00	0.00	Paid	Y 26-00366 06/23/2025
SEC25 0000024004	JAMES H. GREEN SECURITY MCD 2025 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		1,200.00 1,200.00	0.00	Paid	Y 06/23/2025
ONS25 0000024005	RICHARD C. MASON OVERNIGHT SECURITY MCD 2025 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		1,200.00 1,200.00	0.00	Paid	Y 06/23/2025
ANTIOCHBRASS25 0000024006	PAUL HEFNER ANTIOCH BRASS PARADE PERFORMER 2025 100-103-46499.000	05/30/2025 VJANKOWSKI PROFESSIONAL SERVICES		800.00 800.00	0.00	Paid	Y 06/23/2025
DIXIELAND25 0000024007	CRYSTAL CLEAR MUSIC PROD LLC BIG CITY DIXIELAND BAND PARADE MCD 2025 100-103-46499.000	05/30/2025 VJANKOWSKI PROFESSIONAL SERVICES		2,200.00 2,200.00	0.00	Paid	Y 26-00354 06/23/2025
6202505 0000024008	DAVID L. PATEK CELEBRATION BRASS PARADE PERFORMER 2025 100-103-46499.000	05/30/2025 VJANKOWSKI PROFESSIONAL SERVICES		900.00 900.00	0.00	Paid	Y 06/23/2025
METROBRASS25 0000024009	CHICAGO METROPOLITAN BRASS ENSEMBLE CHICAGO METRO BRASS ENSEMBLE PARADE PERF 100-103-46499.000	05/30/2025 VJANKOWSKI PROFESSIONAL SERVICES		1,700.00 1,700.00	0.00	Paid	Y 06/23/2025
TUMBLERS25 0000024010	JESSE WHITE TUMBLING TEAM JESSE WHITE TUMBLERS PARADE PERFORMER MC 100-103-46499.000	05/30/2025 VJANKOWSKI PROFESSIONAL SERVICES		1,150.00 1,150.00	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check LAKE COUNTY MOUNTED POSSE PARADE PERFORMER MCD 2025							
MOUNTEDPOSSE25 0000024011	LAKE COUNTY MOUNTED POSSE LAKE COUNTY MOUNTED POSSE PARADE PERFORM VJANKOWSKI 100-103-46499.000	05/30/2025		550.00	0.00	Paid	Y 06/23/2025
				550.00			
SHRINECLUB25 0000024012	LAKE COUNTY SHRINE CLUB LAKE CO SHRINE CLUB PARADE PERFORMER MCD VJANKOWSKI 100-103-46499.000	05/30/2025		700.00	0.00	Paid	Y 06/23/2025
				700.00			
SHRINERS25 0000024013	SHRINERS INTERNATIONAL MEDINAH SHRINERS PATROL PARADE PERFORMER VJANKOWSKI 100-103-46499.000	05/30/2025		600.00	0.00	Paid	Y 06/23/2025
				600.00			
PIPEDRUM25 0000024014	STEVE LARUE MIDWEST PIPE AND DRUM MCD PARADE 2025 VJANKOWSKI 100-103-46499.000	05/30/2025		2,000.00	0.00	Paid	Y 26-00364 06/23/2025
				2,000.00			
PROCESSION25 0000024015	JAMIE BOWERING PROCESSION BRASS PARADE PERFORMER MCD 20 VJANKOWSKI 100-103-46499.000	05/30/2025		850.00	0.00	Paid	Y 06/23/2025
				850.00			
STILTWALKER25 0000024016	JASON KOLLUM STILT WALKER AND BIG BUBBLE MAKING MCD 2 VJANKOWSKI 100-103-46499.000	05/30/2025		650.00	0.00	Paid	Y 06/23/2025
				650.00			
WHISTLE25 0000024017	AARON HENNING WHISTLES ON WHEELS PARADE PERFORMER MCD VJANKOWSKI 100-103-46499.000	05/30/2025		1,000.00	0.00	Paid	Y 06/23/2025
				1,000.00			
TFLP25 0000024018	THOSE FUNNY LITTLE PEOPLE THOSE FUNNY LITTLE PEOPLE PARADE PERFORM VJANKOWSKI 100-103-46499.000	05/30/2025		600.00	0.00	Paid	Y 06/23/2025
				600.00			

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Pay By Check Type: Paper Check SAM AND THE GIANT WHEEL PARADE PERFORMER MCD 2025							
SAMWHEEL25 0000024019	SAM & THE GIANT WHEEL SAM AND THE GIANT WHEEL PARADE PERFORMER VJANKOWSKI 100-103-46499.000	05/30/2025		1,950.00	0.00	Paid	Y 06/23/2025
				1,950.00			
TEBALA25 0000024020	TEBALA MOTOR PATROL TEBALA MOTOR PATROL PARADE PERFORMER MCD VJANKOWSKI 100-103-46499.000	05/30/2025		400.00	0.00	Paid	Y 06/23/2025
				400.00			
086976/6 0000024021	ACE HARDWARE OF LIBERTYVILLE POTTING SOIL FOR UPTOWN PLANTERS 100-420-47510.000	06/05/2025		71.96	0.00	Paid	Y 06/23/2025
				71.96			
ADMIN-MAY25 0000024022	LALUZERNE & SMITH, LTD. MAY 2025 LEGAL FEES (FOIA) 100-240-46401.000	05/31/2025		4,280.00	0.00	Paid	Y 26-00397 06/23/2025
				4,280.00			
PD-ADMIN 2025 0000024023	LALUZERNE & SMITH, LTD. LEGALS BILLS 2025 - 2026 100-240-46401.000	05/31/2025		11,910.00	0.00	Paid	Y 26-00235 06/23/2025
				11,910.00			
07012025 0000024025	BESTCO UA RETIRE BENISTAR INSURANCE JULY 2025 100-000-26080.000	06/01/2025		12,111.74	0.00	Paid	Y 26-00221 06/23/2025
				12,111.74			
25-1194 0000024026	THOMPSON ELEVATOR INSPECTION SERV. 100-281-46511.000	05/27/2025		387.00	0.00	Paid	Y 06/23/2025
				387.00			
47171064 0000024030	FIRST-CITIZENS BANK & TRUST COPIER LEASE 100-410-46613.000	05/31/2025		250.02	0.00	Paid	Y 06/23/2025
				250.02			

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Pay By Check Type: Paper Check CONCRETE FOR SIDEWALK REPAIRS								
892000353 0000024031	VCNA PRAIRIE LLC CONCRETE FOR SIDEWALK REPAIRS 100-441-47545.000	05/30/2025 VJANKOWSKI MT MTLS SIDEWALKS		1,290.13 1,290.13	0.00	Paid	Y 06/23/2025	
337197 0000024032	PADDOCK PUBLICATIONS INC. TREASURERS REPORTS FY23/FY24 100-231-46402.000	06/02/2025 VJANKOWSKI MUNICIPAL AUDIT		2,719.29 2,719.29	0.00	Paid	Y 06/23/2025	26-00363
w1753363 0000024033	AL WARREN OIL CO., INC BLANKET PO FOR FY26 BULK FUEL PURCHASES 500-462-47440.000	06/05/2025 VJANKOWSKI GASOLINE		4,653.75 4,653.75	0.00	Paid	Y 06/23/2025	26-00359
w1753362 0000024034	AL WARREN OIL CO., INC BLANKET PO FOR FY26 BULK FUEL PURCHASES 500-462-47440.000	06/05/2025 VJANKOWSKI GASOLINE		15,906.50 15,906.50	0.00	Paid	Y 06/23/2025	26-00359
560303 0000024035	COUNTRY BUMPKIN GARDEN CENTER INC. BEAUTIFICATION ITEMS 100-109-46899.000	05/20/2025 VJANKOWSKI MISC COMMUNITY SERVICE		560.35 560.35	0.00	Paid	Y 06/23/2025	
1VKT-MYX9-LM49 0000024036	AMAZON CAPITAL SERVICES, INC. LAMINATOR CARRIER SHEET 500-453-47510.000	06/05/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		9.23 9.23	0.00	Paid	Y 06/23/2025	
9530323337 0000024037	GRAINGER DRY ERASE BOARD 100-430-47070.000	06/05/2025 VJANKOWSKI TOOLS/SUPPLIES		59.03 59.03	0.00	Paid	Y 06/23/2025	
988396 0000024038	NAPA AUTO PARTS ENG 312 BACKUP ALARM 100-430-47523.000	06/05/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		42.25 42.25	0.00	Paid	Y 06/23/2025	

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Pay By Check Type: Paper Check ENGINE 312 PM FILTERS							
988415 0000024039	NAPA AUTO PARTS ENGINE 312 PM FILTERS 100-430-47523.000	06/05/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		37.90 37.90	0.00	Paid	Y 06/23/2025
988427 0000024040	NAPA AUTO PARTS SQUAD 24 LOCTITE 100-430-47524.000	06/05/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		24.99 24.99	0.00	Paid	Y 06/23/2025
988429 0000024041	NAPA AUTO PARTS TRAILER 544 LIGHT 500-453-47525.000	06/05/2025 VJANKOWSKI MT MTLS HEAVY EQUIPMENT		22.49 22.49	0.00	Paid	Y 06/23/2025
988460 0000024042	NAPA AUTO PARTS ENG 317 ELECTRICAL PLUG 100-430-47523.000	06/05/2025 VJANKOWSKI MT MTLS FIRE APPARATUS		29.69 29.69	0.00	Paid	Y 06/23/2025
988497 0000024043	NAPA AUTO PARTS VAN 110 BALL JOINT RETURN 500-462-47527.000	06/05/2025 VJANKOWSKI MT MTLS UTILITY VANS		(211.14) (211.14)	0.00	Paid	Y 06/23/2025
46793739 0000024044	MCMASTER CARR SUPPLY CO UTV 48 GROMMETS 100-430-47524.000	06/05/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		19.22 19.22	0.00	Paid	Y 06/23/2025
36565 0000024045	SUBURBAN ACCENTS, INC. CHEVRON DECALS 100-430-47528.000	06/05/2025 VJANKOWSKI MT MTLS PICK-UP TRUCK		750.00 750.00	0.00	Paid	Y 06/23/2025
1G93-JCM6-QP4G 0000024046	AMAZON CAPITAL SERVICES, INC. UTV 48 MAGNETIC MIC 100-430-47524.000	06/06/2025 VJANKOWSKI MT MTLS PATROL VEHICLES		44.95 44.95	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check OLD # 1 ITEMS							
0111							
0000024047	OUT OF THIS WORLD EMBROIDERY LLC	06/02/2025		1,480.00	0.00	Paid	Y
	OLD # 1 ITEMS	VJANKOWSKI					06/23/2025
	100-201-46899.000	MISC COMMUNITY SERVICE		1,480.00			
386390/1							
0000024048	ACE HARDWARE OF LIBERTYVILLE	06/06/2025		410.38	0.00	Paid	Y
	LEAF BLOWER	VJANKOWSKI					06/23/2025
	500-453-47070.000	TOOLS/SUPPLIES		410.38			
1903901047177							
0000024049	INTERSTATE ALL BATTERY CENTER	06/06/2025		98.70	0.00	Paid	Y
	BATTERIES FOR STATION & EQUIPMENT	VJANKOWSKI					06/23/2025
	100-323-47070.000	TOOLS/SUPPLIES		98.70			
9521748617							
0000024050	GRAINGER	05/28/2025		450.88	0.00	Paid	Y
	VEHICLE SOAP FOR BOTH STATIONS	VJANKOWSKI					06/23/2025
	100-430-47080.000	CHEMICAL SUPPLIES		450.88			
202599							
0000024051	LAKELAND/LARSEN ELEVATOR CORP	06/01/2025		594.00	0.00	Paid	Y
	QUARTERLY ELEVATOR MAINT	VJANKOWSKI					06/23/2025
	100-321-46620.000	MT BUILDING & GROUNDS		594.00			
05500193							
0000024052	TRANS UNION LLC	05/25/2025		280.68	0.00	Paid	Y
		VJANKOWSKI					06/23/2025
	100-304-46999.000	MISC OTHER SERVICES		140.34			
	100-105-46999.000	MISC OTHER SERVICES		140.34			
9386420250501							
0000024053	MOTOROLA SOLUTIONS STARCOM21 NETWORK	06/01/2025		1,996.00	0.00	Paid	Y
	STARCOM MONTHLY RADIO FEE - JUNE 2025	VJANKOWSKI					06/23/2025
	100-323-47351.000	RADIO SERVICING		1,996.00			
9386520250501							
0000024054	MOTOROLA SOLUTIONS STARCOM21 NETWORK	06/01/2025		3,128.00	0.00	Paid	Y 26-00214
	STARCOM21 USER AGREEMENT	VJANKOWSKI					06/23/2025
	100-302-46422.000	LK CTY RADIO NETWORK		2,944.00			
	100-323-47351.000	RADIO SERVICING		184.00			

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

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Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Pay By Check Type: Paper Check FIRE INVEST RESPIRATORS & CARTRIDIGES							
222174							
0000024055	AIR ONE EQUIPMENT INC	06/06/2025		322.00	0.00	Paid	Y
	FIRE INVEST RESPIRATORS & CARTRIDIGES	VJANKOWSKI					06/23/2025
	100-322-47070.000	TOOLS/SUPPLIES		322.00			
1KDH-KKGW-TFKF							
0000024056	AMAZON CAPITAL SERVICES, INC.	06/06/2025		59.98	0.00	Paid	Y
	FISHING POLE PRIZE FOR FISHING	DERBY 202 VJANKOWSKI					06/23/2025
	100-303-46372.000	PREVENTION EDUCATION MTLs		59.98			
988593							
0000024057	NAPA AUTO PARTS	06/06/2025		44.50	0.00	Paid	Y
	UTV SPLIT LOOM	VJANKOWSKI					06/23/2025
	100-430-47524.000	MT MTLs PATROL VEHICLES		44.50			
988613							
0000024058	NAPA AUTO PARTS	06/06/2025		37.68	0.00	Paid	Y
	PUMP 554 PM FILTERS	VJANKOWSKI					06/23/2025
	500-453-47525.000	MT MTLs HEAVY EQUIPMENT		37.68			
988654							
0000024059	NAPA AUTO PARTS	06/06/2025		114.00	0.00	Paid	Y
	SPLIT LOOM	VJANKOWSKI					06/23/2025
	100-430-47070.000	TOOLS/SUPPLIES		114.00			
34120							
0000024060	MENARD, INC	06/06/2025		88.38	0.00	Paid	Y
	WWTP SUPPLIES	VJANKOWSKI					06/23/2025
	500-453-47510.000	MT MTLs BLDGS & GROUNDS		88.38			
34067							
0000024061	MENARD, INC	06/06/2025		67.93	0.00	Paid	Y
	WWTP SUPPLIES	VJANKOWSKI					06/23/2025
	500-453-47510.000	MT MTLs BLDGS & GROUNDS		67.93			
161485							
0000024062	BS&A INTERMEDIATE LLC	06/09/2025		439.50	0.00	Paid	Y
	MAY 25 UB ACH/DEBIT CARD FEES	VJANKOWSKI					06/23/2025
	500-463-46438.000	BANK CHARGES		439.50			

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

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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
Pay By Check Type: Paper Check MOVIE AND DECORATIONS FOR NNO 2025							
1LDG-FMK3-9NWF 0000024063	AMAZON CAPITAL SERVICES, INC. MOVIE AND DECORATIONS FOR NNO 2025 100-303-46372.000	06/08/2025 VJANKOWSKI PREVENTION EDUCATION MTLs		147.80 147.80	0.00	Paid	Y 06/23/2025
01-330317-05 0000024068	LAKE STREET RENTAL BEAUTIFICATION ITEMS 100-109-46899.000	05/31/2025 VJANKOWSKI MISC COMMUNITY SERVICE		1,043.00 1,043.00	0.00	Paid	Y 06/23/2025
1557812000-0525 0000024069	COMED ELECTRIC CHARGE-MAY 25-22 E PARK ST 100-441-47420.000	06/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		38.16 38.16	0.00	Paid	Y 06/23/2025
3034202111-0525 0000024070	COMED ELECTRIC CHARGES-MAY 25-3811 MELODY SIGN 100-441-47420.000	06/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		66.65 66.65	0.00	Paid	Y 06/23/2025
4424842000-0525 0000024071	COMED ENERGY CHARGES-MAY 25-99 HAMMOND 100-441-47420.000	06/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		269.99 269.99	0.00	Paid	Y 06/23/2025
8120233000-0525 0000024072	COMED ENERGY CHARGES-MAY 25-3332 EPSTEIN CR SI 100-441-47420.000	06/03/2025 VJANKOWSKI ELECTRIC LIGHT/POWER		66.65 66.65	0.00	Paid	Y 06/23/2025
993714 0000024073	LOWE'S BRASS SHUTOFF VALVE 500-453-47510.000	05/21/2025 VJANKOWSKI MT MTLs BLDGS & GROUNDS		56.58 56.58	0.00	Paid	Y 06/23/2025
P2U8852.001 0000024074	WATEROUS COMPANY CS E01 XFER VALVE SHIPPING 100-430-47535.000	05/14/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		34.07 34.07	0.00	Paid	Y 06/23/2025

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

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Pay By Check Type: Paper Check QUEENS PROCLAMATION FRAMES

1RPY-WY61-JC3P

0000024077	AMAZON CAPITAL SERVICES, INC. QUEENS PROCLAMATION FRAMES 100-103-47070.000	06/09/2025 VJANKOWSKI TOOLS/SUPPLIES		118.47 118.47	0.00	Paid	Y 06/23/2025
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40127416028-052

0000024080	NICOR GAS COMPANY GAS CHARGES-MAY 25-2810 W RT 60 500-452-47430.000	06/03/2025 VJANKOWSKI HEATING FUELS		55.69 55.69	0.00	Paid	Y 06/23/2025
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8-882-44351

0000024084	FEDERAL EXPRESS FEDERAL EXPRESS SHIPMENTS 100-201-46910.000	06/04/2025 VJANKOWSKI FREIGHT		27.19 27.19	0.00	Paid	Y 06/23/2025
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PPP-37053

0000024086	PROMOTIONAL PRODUCTS CO-OP LLC NNO T-SHIRTS FOR TIE DYE 100-303-46372.000 100-301-46910.000	06/09/2025 VJANKOWSKI PREVENTION EDUCATION MTLs FREIGHT		644.00 630.00 14.00	0.00	Paid	Y 06/23/2025
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877110110037461

0000024087	COMCAST POLICE TV SERVICES 05/01/2025 TO 04/31/2 100-202-47310.000	05/23/2025 VJANKOWSKI AMERITECH CHARGES		277.68 277.68	0.00	Paid	Y 26-00393 06/23/2025
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877110110036277

0000024088	COMCAST VILLAGE HALL INTERNET SERVICES 05/01/202 100-202-47310.000	05/23/2025 VJANKOWSKI AMERITECH CHARGES		1,493.70 1,493.70	0.00	Paid	Y 26-00391 06/23/2025
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877110110066108

0000024089	COMCAST PUBLIC WORKS POT LINE AND TV SERVICES - 100-202-47310.000	05/23/2025 VJANKOWSKI AMERITECH CHARGES		1,434.12 1,434.12	0.00	Paid	Y 26-00392 06/23/2025
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INV-55124

0000024090	SIGNS NOW MUNDELEIN BLOOD DRIVE BANNERS - NEW DATE STICKERS 100-321-46441.000	06/05/2025 VJANKOWSKI PRINTING SERVICES		85.60 85.60	0.00	Paid	Y 06/23/2025
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Pay By Check Type: Paper Check MAY 2025 CAR WASHES

PD-MAY 2025

0000024091	ATLAS CAR WASH MAY 2025 CAR WASHES 100-305-46644.000	05/31/2025 VJANKOWSKI		32.00	0.00	Paid	Y 06/23/2025
		MT PATROL VEHICLES		32.00			

69180

0000024092	MUNICIPAL COLL OF AMERICA INC COLLECTIONS MAY 2025 500-000-33210.000 100-000-32710.000	05/31/2025 VJANKOWSKI		650.93	0.00	Paid	Y 06/23/2025
		VILLAGE WATER CHARGES		136.25			
		BLDG\POLICE COURT FINES		514.68			

27877

0000024093	T.O.P.S. IN DOG TRAINING GROOMING FOR MILLIE AND K-9 MAINTENANCE 100-305-47099.000	05/01/2025 VJANKOWSKI		485.00	0.00	Paid	Y 06/23/2025
		MISC SUPPLIES		485.00			

287926

0000024095	INFOSEND, INC. MAY 2025 POSTAGE & PRINTING CHARGES FOR 500-463-47016.000 500-463-46441.000	05/31/2025 VJANKOWSKI		3,985.73	0.00	Paid	Y 26-00244 06/23/2025
		POSTAGE		3,011.95			
		PRINTING SERVICES		973.78			

FRANKS7-3

0000024096	CHRIS FRANKS MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI		170.00	0.00	Paid	Y 06/23/2025
		MISC OTHER SERVICES		170.00			

FRANKS7-4

0000024097	CHRIS FRANKS MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI		170.00	0.00	Paid	Y 06/23/2025
		MISC OTHER SERVICES		170.00			

FRANKS7-5

0000024098	CHRIS FRANKS MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI		170.00	0.00	Paid	Y 06/23/2025
		MISC OTHER SERVICES		170.00			

FRANKS7-6

0000024099	CHRIS FRANKS MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI		170.00	0.00	Paid	Y 06/23/2025
		MISC OTHER SERVICES		170.00			

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

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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
Pay By Check Type: Paper Check MCD 2025 SECURITY							
MIRRO7-3 0000024100	JOHN MIRRO MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		170.00 170.00	0.00	Paid	Y 06/23/2025
MIRRO7-5 0000024101	JOHN MIRRO MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		170.00 170.00	0.00	Paid	Y 06/23/2025
MIRRO7-6 0000024102	JOHN MIRRO MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		170.00 170.00	0.00	Paid	Y 06/23/2025
PAUSTIAN7-3 0000024103	GARY PAUSTIAN MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		170.00 170.00	0.00	Paid	Y 06/23/2025
PAUSTIAN7-4 0000024104	GARY PAUSTIAN MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		170.00 170.00	0.00	Paid	Y 06/23/2025
PAUSTIAN7-5 0000024105	GARY PAUSTIAN MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		170.00 170.00	0.00	Paid	Y 06/23/2025
PAUSTIAN7-6 0000024106	GARY PAUSTIAN MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI MISC OTHER SERVICES		170.00 170.00	0.00	Paid	Y 06/23/2025
PAGEANT25 0000024107	CASH START UP CASH FOR PAGEANT 100-000-11540.000	06/03/2025 VJANKOWSKI CASH ON HAND - EVENTS		50.00 50.00	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check PAGEANT CO-EMCEE							
EMCEE1-6-30 0000024108	KIMBERLY BARR PAGEANT CO-EMCEE 100-103-46499.000	06/05/2025 VJANKOWSKI PROFESSIONAL SERVICES		50.00 50.00	0.00	Paid	Y 06/23/2025
EMCEE2-6-30 0000024109	VICTORIA WEAVER PAGEANT CO-EMCEE 100-103-46499.000	06/05/2025 VJANKOWSKI PROFESSIONAL SERVICES		50.00 50.00	0.00	Paid	Y 06/23/2025
20250504119 0000024110	IL STATE POLICE REPLENISH FINGERPRINT BACKGROUND CHECK F 100-304-46999.000	05/31/2025 VJANKOWSKI MISC OTHER SERVICES		189.00 189.00	0.00	Paid	Y 06/23/2025
988875 0000024113	NAPA AUTO PARTS SPLIT LOOM 100-430-47070.000	06/09/2025 VJANKOWSKI TOOLS/SUPPLIES		89.00 89.00	0.00	Paid	Y 06/23/2025
988927 0000024115	NAPA AUTO PARTS UTV 48 FUSE HOLDER 100-430-47524.000	06/09/2025 VJANKOWSKI MT MTLs PATROL VEHICLES		102.05 102.05	0.00	Paid	Y 06/23/2025
988947 0000024116	NAPA AUTO PARTS VM AC MACHINE FILTER 100-430-47070.000	06/09/2025 VJANKOWSKI TOOLS/SUPPLIES		93.99 93.99	0.00	Paid	Y 06/23/2025
988971 0000024117	NAPA AUTO PARTS CS A172 EXPANSION VALVE 100-430-47535.000	06/09/2025 VJANKOWSKI CONTRACTUAL FIRE PARTS		69.29 69.29	0.00	Paid	Y 06/23/2025
MCD DJ-DEP 0324 0000024119	VINCENT MAGSINO MCD 2025 MAINSTAGE DJ DEPOSIT 100-103-46999.000	05/01/2025 VJANKOWSKI MISC OTHER SERVICES		100.00 100.00	0.00	Paid	Y 06/23/2025

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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
Pay By Check Type: Paper Check FLOCK SAFETY LPR							
INV-58536 0000024125	FLOCK GROUP INC FLOCK SAFETY LPR 100-305-47011.000	05/01/2025 VJANKOWSKI SOFTWARE		25,000.00 25,000.00	0.00	Paid	Y 26-00317 06/23/2025
INV-55102 0000024127	SIGNS NOW MUNDELEIN MUNDELEIN DAYS PARADE SIGNS FOR FIRE TRU 100-111-47099.000	06/10/2025 VJANKOWSKI MISC SUPPLIES		118.00 118.00	0.00	Paid	Y 06/23/2025
K6WETHKZ-0004 0000024128	AMERICAN TRAILER PRO TICKET BOOTH TRAILER 100-103-47510.000	06/10/2025 VJANKOWSKI MT MTLS BLDGS & GROUNDS		16,250.00 16,250.00	0.00	Paid	Y 26-00287 06/23/2025
009971 0000024129	DONNA'S CUSTOM FLOWERS PAGEANT FLOWERS 100-103-46499.000	06/07/2025 VJANKOWSKI PROFESSIONAL SERVICES		845.00 845.00	0.00	Paid	Y 06/23/2025
009972 0000024130	DONNA'S CUSTOM FLOWERS PAGEANT FLOWERS 100-103-46499.000	06/07/2025 VJANKOWSKI PROFESSIONAL SERVICES		250.00 250.00	0.00	Paid	Y 06/23/2025
ARTIST070425 0000024131	TODD SCHAEFER MCD 2025 CARICATURE ARTIST 100-103-46999.000	05/30/2025 VJANKOWSKI MISC OTHER SERVICES		540.00 540.00	0.00	Paid	Y 06/23/2025
PD-AHO 061025 0000024133	JOAN VASQUEZ AHO SERVIC ES 06-10-25 100-301-46499.000	06/10/2025 VJANKOWSKI PROFESSIONAL SERVICES		150.00 150.00	0.00	Paid	Y 06/23/2025
FINEARTS2025 0000024136	MUNDELEIN COMMUNITY CONNECTION MAYOR'S AWARD FOR THE ART SHOW 100-111-47099.000	06/10/2025 VJANKOWSKI MISC SUPPLIES		500.00 500.00	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check GAS CHARGES MAY 2025-801 E ALLANSON RD							
5506692685 0000024137	NORTH SHORE GAS GAS CHARGES MAY 2025-801 E ALLANSON RD 500-452-47430.000	06/09/2025 VJANKOWSKI HEATING FUELS		52.71 52.71	0.00	Paid	Y 06/23/2025
7093651 0000024160	HAWKINS, INC SODIUM THIOSULFATE 30% 500-453-47051.000	06/04/2025 VJANKOWSKI TERTIARY TREATMENT		1,016.55 1,016.55	0.00	Paid	Y 06/23/2025
10819257575 0000024161	DELL MARKETING L.P. SERVER WARRANTY RENEWAL FOR 8L293Y2 100-202-46611.000	06/10/2025 VJANKOWSKI MT COMPUTER EQUIPMENT		573.57 573.57	0.00	Paid	Y 06/23/2025
001036724 0000024165	CLARKE ENVIRONMENTAL MOSQUITO MGMT. WWTP FLY CONTROL 500-453-46620.000	06/10/2025 VJANKOWSKI MT BUILDING & GROUNDS		272.00 272.00	0.00	Paid	Y 06/23/2025
5506922531 0000024166	NORTH SHORE GAS GAS CHARGES-MAY 25 - 22 E PARK ST 100-420-46620.000	06/10/2025 VJANKOWSKI MT BUILDING & GROUNDS		151.25 151.25	0.00	Paid	Y 06/23/2025
5507756100 0000024167	NORTH SHORE GAS GAS CHARGES-MAY 25-301 N ARCHER 294-294-47430.000	06/10/2025 VJANKOWSKI HEATING FUELS		545.79 545.79	0.00	Paid	Y 06/23/2025
5508710251 0000024168	NORTH SHORE GAS GAS CHARGES-MAY 25-300 PLAZA CR 500-453-47430.000	06/10/2025 VJANKOWSKI HEATING FUELS		1,869.10 1,869.10	0.00	Paid	Y 06/23/2025
222309 0000024169	AIR ONE EQUIPMENT INC LIQUID CONTAINMENT SUPPLIES 100-323-47070.000	06/11/2025 VJANKOWSKI TOOLS/SUPPLIES		70.00 70.00	0.00	Paid	Y 06/23/2025

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Pay By Check Type: Paper Check SHIRTS

PPP-37054 0000024179	PROMOTIONAL PRODUCTS CO-OP LLC SHIRTS 100-103-47070.000	06/10/2025 VJANKOWSKI		167.80	0.00	Paid	Y 06/23/2025
	TOOLS/SUPPLIES			167.80			

LITTLEMISS25 0000024185	ZAIRA MCKENZIE OUTGOING LITTLE MISS PRIZE MONEY 100-103-46499.000	06/05/2025 VJANKOWSKI		250.00	0.00	Paid	Y 06/23/2025
	PROFESSIONAL SERVICES			250.00			

JUNIORMISS25 0000024186	SPENCER SAMPLE OUTGOING JUNIOR MISS PRIZE MONEY 100-103-46499.000	06/10/2025 VJANKOWSKI		350.00	0.00	Paid	Y 06/23/2025
	PROFESSIONAL SERVICES			350.00			

SCHWARTZ 7-4 0000024187	RICHARD SCHWARTZ MCD 2025 SECURITY 100-103-46999.000	05/27/2025 VJANKOWSKI		170.00	0.00	Paid	Y 06/23/2025
	MISC OTHER SERVICES			170.00			

BIG-REVEL 0000024200	REVEL TASTE LLC BIG PROGRAM REIMBURSEMENT - REVEL TASTE 413-449-46599.000	06/10/2025 VJANKOWSKI		25,000.00	0.00	Paid	Y 26-00336 06/23/2025
	MISC PROPERTY SERVICES			25,000.00			

9183979-1 0000024201	CERTIFIED LABORATORIES OIL FOR PUMPS MAINTENANCE 500-453-47531.000	06/05/2025 VJANKOWSKI		2,446.32	0.00	Paid	Y 26-00386 06/23/2025
	500-453-46910.000 OIL FOR PUMPS FREIGHT			2,282.00 164.32			

06/12/2025 0000024202	THE CHICAGO TRUST COMPANY UB refund for account: 005-0000563-000 500-000-25000.000	06/12/2025 DFERRER		368.60	0.00	Paid	Y 06/23/2025
	overpayment			368.60			

BLARK 060425 0000024210	WILLIAM LARK REIMBURSEMENT FOR OLD #1 BDAY COINS 630-000-27810.000	06/04/2025 VJANKOWSKI		3,340.67	0.00	Paid	Y 26-00389 06/23/2025
	OLD #1 FIRE ENGINE			3,340.67			

Total Pay By Check Type Paper Check:

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Pay By Check Type: Paper Check REIMBURSEMENT FOR OLD #1 BDAY COINS

1,582,044.89	0.00
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of Invoices: 328 # Due: 0

Totals:

1,668,732.10

0.00

of Credit Memos: 6 # Due: 0

Totals:

(710.33)

0.00

Net of Invoices and Credit Memos:

1,668,021.77

0.00

--- TOTALS BY GL BANK ---

POOL

TOTAL

1,668,021.77

--- TOTALS BY GL DISTRIBUTIONS ---

100-000-11540.000

3,250.00

100-000-25100.000

13,380.00

100-000-26080.000

12,111.74

100-000-32710.000

514.68

100-000-34670.000

566,535.08

100-103-46441.000

208.35

100-103-46499.000

58,913.65

100-103-46520.000

9,175.00

100-103-46999.000

7,217.00

100-103-47070.000

539.51

100-103-47099.000

34.99

100-103-47510.000

16,250.00

100-105-46499.000

1,050.00

100-105-46999.000

290.21

100-109-46899.000

1,603.35

100-111-46499.000

600.00

100-111-47099.000

618.00

100-201-46410.000

20,000.00

100-201-46899.000

1,480.00

100-201-46910.000

34.43

100-202-46410.000

1,166.76

100-202-46415.000

2,495.50

100-202-46611.000

573.57

100-202-47012.000

112.75

100-202-47310.000

4,235.29

100-202-47330.000

6,602.06

100-203-46901.000

75.00

100-205-46499.000

6,150.61

100-231-46402.000

2,719.29

100-231-46502.000

66,446.27

100-240-46401.000

16,190.00

100-260-48299.000

55,400.00

100-281-46511.000

473.00

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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
	100-301-46305.000			4,670.00			
	100-301-46441.000			125.00			
	100-301-46499.000			300.00			
	100-301-46910.000			27.33			
	100-301-47956.000			40,113.00			
	100-302-46340.000			425.00			
	100-302-46422.000			2,944.00			
	100-303-46372.000			1,358.25			
	100-303-46520.000			131.39			
	100-304-46340.000			375.00			
	100-304-46999.000			479.20			
	100-305-46340.000			1,510.00			
	100-305-46644.000			32.00			
	100-305-46999.000			45.00			
	100-305-47011.000			33,515.52			
	100-305-47099.000			582.95			
	100-305-47530.000			47.70			
	100-321-46441.000			85.60			
	100-321-46620.000			736.24			
	100-321-47015.000			63.47			
	100-322-47070.000			322.00			
	100-323-46340.000			475.00			
	100-323-46669.000			48.56			
	100-323-47070.000			168.70			
	100-323-47351.000			2,180.00			
	100-324-47040.000			297.74			
	100-410-46415.000			5,058.98			
	100-410-46613.000			250.02			
	100-420-46599.000			72.98			
	100-420-46620.000			13,340.77			
	100-420-46899.000			562.54			
	100-420-47120.000			715.32			
	100-420-47510.000			560.34			
	100-427-46677.000			2,250.00			
	100-430-46645.000			889.95			
	100-430-47070.000			434.88			
	100-430-47080.000			730.33			
	100-430-47120.000			99.87			
	100-430-47440.000			37.28			
	100-430-47521.000			317.59			
	100-430-47522.000			317.06			
	100-430-47523.000			246.55			
	100-430-47524.000			2,198.12			
	100-430-47525.000			450.72			
	100-430-47526.000			212.05			
	100-430-47528.000			3,009.81			
	100-430-47535.000			473.27			
	100-440-46410.000			2,404.44			
	100-441-46670.000			2,478.68			

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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
	100-441-46671.000			3,074.33			
	100-441-46676.000			250.00			
	100-441-46677.000			16,000.00			
	100-441-47070.000			17.99			
	100-441-47420.000			13,114.36			
	100-441-47543.000			214.72			
	100-441-47545.000			1,290.13			
	100-441-47547.000			899.67			
	294-294-47430.000			545.79			
	330-263-49402.000			234,385.68			
	340-264-49403.000			21,046.66			
	340-264-49901.000			78,704.36			
	413-449-46599.000			25,000.00			
	500-000-25000.000			368.60			
	500-000-33210.000			136.25			
	500-451-46410.000			4,808.90			
	500-452-47330.000			490.54			
	500-452-47430.000			108.40			
	500-452-47525.000			652.00			
	500-452-47571.000			106.00			
	500-453-46450.000			962.50			
	500-453-46620.000			3,229.25			
	500-453-46910.000			164.32			
	500-453-47015.000			53.68			
	500-453-47051.000			12,415.35			
	500-453-47070.000			410.38			
	500-453-47080.000			1,337.85			
	500-453-47120.000			186.24			
	500-453-47430.000			1,869.10			
	500-453-47510.000			935.29			
	500-453-47525.000			60.17			
	500-453-47530.000			310.80			
	500-453-47531.000			2,282.00			
	500-453-47542.000			970.20			
	500-461-46410.000			6,248.90			
	500-462-46620.000			3,750.00			
	500-462-46662.000			138.04			
	500-462-47070.000			106.69			
	500-462-47120.000			44.98			
	500-462-47421.000			289.01			
	500-462-47440.000			20,560.25			
	500-462-47527.000			627.76			
	500-462-47528.000			1,289.16			
	500-462-47563.000			300.00			
	500-462-47565.000			150.00			
	500-463-46438.000			439.50			
	500-463-46441.000			973.78			
	500-463-47016.000			3,011.95			
	500-463-47450.000			157,552.28			

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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
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	500-463-47560.000			717.25			
	630-000-27770.000			25,639.00			
	630-000-27775.000			9,398.75			
	630-000-27778.000			90.00			
	630-000-27810.000			3,990.67			
	630-000-27840.000			1,686.00			

--- TOTALS BY FUND ---

100	CORPORATE			1,039,477.49	0.00		
294	ARCHER BUSINESS CTR			545.79	0.00		
330	TAX REBATES			234,385.68	0.00		
340	TIF DOWNTOWN 2			99,751.02	0.00		
413	COM DEVELOPMENT BLOCK GRT			25,000.00	0.00		
500	WATERWORKS & SEWERAGE			228,057.37	0.00		
630	ESCROW DEPOSITS			40,804.42	0.00		

--- TOTALS BY DEPT/ACTIVITY ---

000	NON DEPARTMENTAL			637,100.77	0.00		
103	FOURTH OF JULY COMMISSION			92,338.50	0.00		
105	POLICE/FIRE COMMISSION			1,340.21	0.00		
109	BEAUTIFICATION COMMITTEE			1,603.35	0.00		
111	EXECUTIVE			1,218.00	0.00		
201	ADMINISTRATIVE			21,514.43	0.00		
202	ADMIN SERVICES			15,185.93	0.00		
203	COMMUNITY DEVELOPEMENT			75.00	0.00		
205	HUMAN RESOURCE			6,150.61	0.00		
231	FINANCE - ADMINISTRATION			69,165.56	0.00		
240	LEGAL			16,190.00	0.00		
260	CAPITAL PROJECTS			55,400.00	0.00		
263	ADMINISTRATION (MX)			234,385.68	0.00		
264	TIF DOWNTOWN			99,751.02	0.00		
281	BUILDING - ADMINISTRATION			473.00	0.00		
294	ARCHER BUSINESS CENTER			545.79	0.00		
301	POLICE - ADMINISTRATION			45,235.33	0.00		
302	POLICE - COMMUNICATIONS			3,369.00	0.00		
303	POLICE - COMMUNITY SERV.			1,489.64	0.00		
304	POLICE - INVESTIGATIONS			854.20	0.00		
305	POLICE - PATROL			35,733.17	0.00		
321	FIRE - ADMINISTRATION			885.31	0.00		
322	FIRE - PREVENTION			322.00	0.00		
323	FIRE - FIRE OPERATIONS			2,872.26	0.00		
324	FIRE - RESQUE OPERATIONS			297.74	0.00		
410	PUBLIC WORKS ADMIN			5,309.00	0.00		
420	FACILITY MAINTENANCE			15,251.95	0.00		
427	BLDG/GRDS - TRAIN PARK			2,250.00	0.00		
430	VEHICLE MAINTENANCE			9,417.48	0.00		
440	STREET - ADMINISTRATION			2,404.44	0.00		
441	STREET - MAINTENANCE			37,339.88	0.00		

INVOICE REGISTER FOR VILLAGE OF MUNDELEIN

POST DATES 04/30/2025 - 06/23/2025

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
	449 COMMUNITY DEVLPMNT INCENTIVES			25,000.00	0.00		
	451 SEWER - ADMINISTRATION			4,808.90	0.00		
	452 SEWER - UPTOWN			1,356.94	0.00		
	453 SEWER -TREATMENT PLANTS			25,187.13	0.00		
	461 WATER - ADMINISTRATION			6,248.90	0.00		
	462 WATER - MAINTENANCE			27,255.89	0.00		
	463 WATER - METER READING			162,694.76	0.00		

To: Mayor and Board of Trustees

From: Linda Miller, Finance Director

For: Village Board Meeting of June 23, 2025

Subject: Entertainment Tax Ordinance Amendment

Financial Impact:

N/A

Attachments:

None

Background:

The current Ordinance for the Entertainment tax specifies payment is due monthly in the month following the event. This amendment allows Event owners who have multiple events each month on a regular basis to submit their filings and payments on a quarterly basis.

Recommendation:

Motion to approve an Amendment to Ordinance Section 3.68.040, Collection of Tax, of Chapter 3.68, Entertainment Tax.

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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-46
which is entitled

Entertainment Tax Ordinance Amendment

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 6/24/2025, 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 6/24/2025.

Village Clerk

ORDINANCE NO. O-25-06-46

AN ORDINANCE AMENDING SECTION 3.68.040, COLLECTION OF TAX, OF CHAPTER 3.68, ENTERTAINMENT TAX, OF THE MUNDELEIN MUNICIPAL CODE

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 an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Mundelein, County of Lake, Illinois, that:

SECTION I: Paragraph b of Section 3.68.040, Collection of Tax, of Chapter 3.68, Entertainment Tax, shall be amended as follows:

b. Said tax return shall be prepared and submitted on forms prescribed by the Village and shall be filed with the Village by the last day of the month following the month in which such tax was collected. Said return shall also be accompanied by payment to the Village of all taxes imposed by this Chapter which are due and owing for the period covered in the return. **In the event an Entertainment Owner has multiple Entertainment events on a regular basis within a month, the reporting forms and payment of the Entertainment Tax may be filed and paid quarterly.**

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 a judgement 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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Jason Seeley, Police Chief

For: Village Board Meeting of June 23, 2025

Subject: An Ordinance Amending Chapter 2.40 of the Mundelein Municipal Code, Police Department, with Respect to Full-Time Police Officers.

Financial Impact:

N/A

Attachments:

None

Background:

Recommendation:

Motion to pass an Ordinance amending Chapter 2.40 of the Mundelein Municipal Code, Police Department, with respect to full-time police officers.

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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-45
which is entitled

An Ordinance Amending Chapter 2.40 of the Mundelein Municipal Code, Police Department, with Respect to Full-Time Police Officers.

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 6/24/2025, 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 6/24/2025.

Village Clerk

ORDINANCE NO. O-25-06-45

AN ORDINANCE AMENDING CHAPTER 2.40 OF THE MUNDELEIN MUNICIPAL CODE, POLICE DEPARTMENT, WITH RESPECT TO FULL-TIME POLICE OFFICERS

WHEREAS, the Corporate Authorities of the Village of Mundelein have determined that it would be in the best interests of the Village to add another sworn police officer to provide for more effective and efficient coverage; and

WHEREAS, due to the increasing boundaries of the Village of Mundelein and the increasing number of residential structures constructed within these boundaries; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Mundelein, Lake County, Illinois, that:

SECTION I: That Section 2.40.005, Composition, of the Mundelein Municipal Code is hereby amended to read as follows:

2.40.005 COMPOSITION. There is hereby established a Police Department, a department of the Village. The Police Department shall consist of fifty-eight (58) total sworn personnel that consists of the following members: Chief of Police; two (2) Deputy Chiefs of Police; three (3) Commanders; six (6) Sergeants; and forty-six (46) Patrol Officers.

SECTION II. Following action by the Fire and Police Commission or the Police Pension Board, the composition of the Police Department shall be amended by the Mundelein Board of Trustees.

SECTION III. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION IV. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form.

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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Jennifer Rogers, Executive Assistant
Bill Lark, Chief

For: Village Board Meeting of June 23, 2025

Subject: An Ordinance Amending Chapter 2.36 of the Mundelein Municipal Code Regarding
the Fire Department

Financial Impact:

N/A

Attachments:

None

Background:

Recommendation:

Motion to pass an ordinance amending Chapter 2.36 of the Mundelein Municipal Code with respect to full-time firefighter paramedics.

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 June 23, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-06-47
which is entitled

An Ordinance Amending Chapter 2.36 of the Mundelein Municipal Code Regarding the Fire Department

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 6/24/2025, 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 6/24/2025.

Village Clerk

ORDINANCE NO. O-25-06-47

AN ORDINANCE AMENDING CHAPTER 2.36 OF THE MUNDELEIN MUNICIPAL CODE REGARDING THE FIRE DEPARTMENT

WHEREAS, the Mundelein Municipal Code establishes the Fire Department, the powers and duties of the Fire Chief, and number and rank of authorized personnel, among other matters governing the Department; and

WHEREAS, the Mundelein Municipal Code currently authorizes a total of twenty-one (21) full-time firefighter/paramedics; and

WHEREAS, the Village President and Board of Trustees finds it to be in the best interests of the health, safety and welfare of the Mundelein community to increase the total number of authorized firefighter/paramedics to twenty-two (22).

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, ILLINOIS, that:

SECTION I. Section 2.36.010(a) of the Mundelein Municipal Code is hereby deleted in its entirety and replaced with the following:

“Fire Department Established. There is established an executive department of the municipal government of the Village of Mundelein, which shall be known as the Fire Department, and it shall consist of the Chief of the Mundelein Fire Department, two (2) Deputy Chiefs, three (3) Battalion Chiefs/Shift Commanders, six (6) Lieutenants and 22 full-time firefighter/paramedics.”

SECTION II. Except as amended above, Chapter 2.36 of the Mundelein Municipal Code is hereby ratified, confirmed, and approved.

SECTION III. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

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

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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

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

For: Village Board Meeting of June 23, 2025

Subject: IRMA-May 2025 Deductible

Financial Impact:

\$48,699.03 - 100-231-46502.000 - IRMA Deductible

Attachments:

1. IRMA MAY 2025 DED

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 26-00404 in the amount of \$48,699.03 to IRMA for May 2025 Deductible.

Po# 26-00404

INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

999 OAKMONT PLAZA DRIVE, SUITE 310

WESTMONT IL 60559

Phone: (708) 562-0300

INVOICE

Date	Inv Number	Page
05/31/2025	301148	1

Bill To: Mundelein
300 Plaza Circle
Mundelein IL 60060

Customer: 214

Terms: Net 30 days

Quantity	Description	Net Amount
1	May 2025 Deductible	37,191.79
1	May 2025 Deductible	394.60
1	May 2025 Deductible	51.97
1	May 2025 Deductible	11,060.67
Police 13471.73 Public Works 35227.30 48699.03 May 2025 Deductible 100-231-46502.000		

REMIT TO:
INTERGOVERNMENTAL RISK MANAGEMENT AGENCY
999 OAKMONT PLAZA DRIVE, SUITE 310
WESTMONT IL 60559

Amount 48,699.03

Balance Due 48,699.03

Please include Customer Name and Invoice Number with remittance.

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of June 23, 2025

Subject: Open Gov

Financial Impact:

\$85,000.00 - 100-202-46415.000 - Computer Software Support

Attachments:

1. Open Gov Purchase Order # 26-00405

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 26-00405 in the amount of \$85,000 to Open Gov for the Annual Support period of 06/01/2025 - 05/31/26.

Purchase Requisition

Purchase Requisition No 26-00405

Requested Date 06/16/2025
Required Date
Ordered By LORI SMITH
Department IT

Preferred Vendor 9523
OPENGOV, INC
Address PO BOX 103366

Req. Description ANNUAL SUPPORT FOR OPENGOV 06-1-2025 TO 05-31-2026

Quantity	Units	Description	Unit Price	Amount
1	EA	COMPUTER SOFTWARE SUPPORT 100-202-46415.00085,000.00	85,000.00	85,000.00
			Total:	85,000.00

Notes

Approved By _____ Date _____

To: Mayor and Board of Trustees

From: Jennifer Marshall, Executive Assistant

For: Village Board Meeting of June 23, 2025

Subject: Toshiba Copier Contract

Financial Impact:

Attachments:

1. R-25-06-42 - Toshiba Lease and Maintenance Agreement

Background:

Our current copier lease is set to expire in December 2025. After reviewing proposals from multiple vendors, we selected Toshiba as our new service provider. For the fiscal year ending 2026, we have allocated \$28,000 for copier lease and maintenance expenses. As the new lease will commence in December 2025, we anticipate incurring less than \$9,000 in costs during the current budget year.

Recommendation:

Motion to adopt a Resolution approving a FMV lease Agreement by and between the Village of Mundelein and Toshiba Financial Services.

I hereby certify that the attached is an original of

Resolution No. R-25-06-42

that said Resolution was adopted on **June 23, 2025**,
that it was posted in the Village Hall commencing on
6/24/2025 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-25-06-42

A RESOLUTION APPROVING A FMV LEASE AGREEMENT BY AND BETWEEN THE VILLAGE OF MUNDELEIN AND TOSHIBA FINANCIAL SERVICES

WHEREAS, the Village of Mundelein is an Illinois municipal corporation (the “Village”) with home rule authority and the adoption of this resolution is being done through its home rule powers;

WHEREAS, the Village has considered entering into a FMV Lease Agreement (“Agreement”) with Toshiba Financial Services, attached hereto as **Exhibit A**, for the leasing of new copiers for the Village; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village to approve the Agreement.

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

SECTION I: That the Agreement is hereby approved, subject to attorney review and approval, and the Village Administrator is hereby authorized and directed to execute the Agreement on behalf of the Village.

XXXX this 23rd day of June 2024 by roll call vote.

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

President

ADOPTED: Monday, June 23, 2025

APPROVED: Monday, June 23, 2025

ATTEST: _____

Village Clerk

	FMV LEASE AGREEMENT	
	 FINANCIAL SERVICES	
	APPLICATION NUMBER	AGREEMENT NUMBER

The words you and your, refer to the Customer. The words Lessor, we, us, and our, refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION		
Legal Company Name: Village of Mundelein		Fed. Tax ID#: 36-6006012
Contact Person: Jennifer Marshall	Bill-To Phone: (847) 949-3225	Bill-To Fax:
Billing Address: 300 Plaza Circle		City, State - Zip: Mundelein, IL 60060
Equipment Location: (if different than above)		City, State - Zip:

TBS LOCATION	
Contact Name: Andrew Conner	Location:

EQUIPMENT DESCRIPTION		
ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	
Toshiba e-STUDIO479S	ESTUDIO479S	
☐ See attached form (Schedule "A") for Additional Equipment		

LEASE TERM & PAYMENT SCHEDULE		
Number of Payments: 63	of \$972.49	(plus applicable taxes)
Security Deposit: \$0.00	☐ Received	
Origination Fee: Up to \$99.00 (included in First Invoice)		Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. - 3. Return Equipment.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.			
LESSOR ACCEPTANCE			
Toshiba Financial Services	Signature:	Title:	Date:

CUSTOMER ACCEPTANCE			
You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.			
Name: Jennifer Marshall	Signature: X	Title: Executive Assistant to the Village Administrator	Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and a duly authorized representative of us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

SO-2.0.0

ORDER DATE

CUSTOMER INFORMATION

Customer Name: Village of Mundelein

Billing Address: 300 Plaza Circle

Address 2:

City: Mundelein

State: IL

Zip: 60060

Phone #: (847) 949-3225 Ext:

Contact: Jennifer Marshall

eMail: jmarshall@mundelein.org

Tax ID#: 36-6006012

Fax#:

Customer PO#:

EQUIPMENT AND SUPPLIES

[illegible]

SPECIAL INSTRUCTIONS

HOLDING ORDER FOR DELIVERY IN DECEMBER, PLEASE AND
THANK YOU

Sub Total

SEE LEASE

Other

EOL/Security

Professional Fees

Connectivity Fees

Move Fees

Taxable Total

Sales Tax %

Tax Paid

Advance Paid

Total

SEE LEASE

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. Limited Warranty. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability or otherwise.

Print Name: Jennifer Marshall

Signature: X

Title: Executive Assistant to the Village Administrator

Date:

TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:

MAS-5.0.0

Install Date

CUSTOMER INFORMATION

email: jmarshall@mundelein.org

Term: 63 Months

TRANSACTION TERMS (Consolidated Minimums Per Pool)

DECLINATION

Signature:

Date:

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 63 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. MOVES/ADDS/CHANGES. In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.

12. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

13. CUSTOMER OWNED EQUIPMENT. (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.

14. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

15. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

You hereby consent to receive electronic marketing communication on Toshiba products and services.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

TOSHIBA

MAINTENANCE CONTRACT SCHEDULE

MAS-3.0.0

Sales Representative:	Andrew Conner
Customer Name:	Village of Mundelein

SALES PACKET NUMBER	DATE

POOL DETAILS		DESCRIPTION: Mono Pool		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
ESTUDIO479S	Toshiba e-STUDIO479S			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Base + Overage	45,000	Images	\$306.00	Monthly	\$0.00680	Monthly

POOL DETAILS		DESCRIPTION: Color Pool		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			
ESTUDIO4525AC	Toshiba e-STUDIO4525AC			

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Base + Overage	18,000	Images	\$833.40	Monthly	\$0.04630	Monthly

Customer Initials _____

TOSHIBA**AUTOMATED METER READ PROGRAM OPTIONS****AM-2.0.0**Sales Representative: Andrew Conner

SALES PACKET NUMBER

DATE

CUSTOMER INFORMATION

Customer Name: Village of Mundelein

Customer Contact: Jennifer Marshall

Billing Address: 300 Plaza Circle

Phone #: (847) 949-3225

Ext.

Customer PO #:

Suite #:

Meter Contact: Jennifer Marshall

Meter Phone: (847) 949-3225

City: Mundelein

State: IL

Zip: 60060

Meter Email: jmarshall@mundelein.org

METER COLLECTION CHOICES:

What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☒ Yes☐ No

Upon receipt of first TFS Lease invoice, visit www.financing.eportaldirect.com or call 1-800-328-9092 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

☒

PDF copy of invoice sent to email listed below

Invoice Portal Access:

☐

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: jmarshall@mundelein.org

CUSTOMER ACCEPTANCE:

Print Name: Jennifer Marshall

Signature:

Title: Executive Assistant to the Village Administrator

Date:

TOSHIBA

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

Sales Representative: Andrew Conner

SALES PACKET NUMBER

EFFECTIVE DATE

CUSTOMER INFORMATION

Customer Name: Village of Mundelein	Customer Contact: Jennifer Marshall		
Billing Address: 300 Plaza Circle	Phone #: (847) 949-3225	Ext.	Customer PO #:
Address 2:	IT Contact: Jennifer Marshall		IT Phone #: (847) 949-3225
City: Mundelein	State: IL	Zip: 60060	eMail: jmarshall@mundelein.org

CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty

Charge

Unit Description

• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.
Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Jennifer Marshall	Signature: X	Title: Executive Assistant to the Village Administrator	Date:
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DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

- 1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
- 2. Connect base unit to customer's network via customer supplied/installed cabling.
- 3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

- 1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
- 2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

- 1. Training on base unit, print driver and RIP software.
- 2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

- 1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
- 2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- 3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
- 4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
- 5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- 6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
- 7. All software being utilized is registered and authentic.
- 8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
- 9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

- 1. Electrical work external to the equipment.
- 2. Charges to install or improve telephone lines.
- 3. Charges to improve electrical service and/or network lines.
- 4. Network wiring to improve or connect the hardware to a computer or network.
- 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
- 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

TOSHIBA**STATE AND LOCAL GOVERNMENT ADDENDUM****TOSHIBA****FINANCIAL SERVICES**

AGREEMENT NUMBER

Addendum to Agreement # _____ and any future supplements/schedules thereto, between **Village of Mundelein**, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or

schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessors

Signature

Title

Date

Village of Mundelein

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Village of Mundelein

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
300 Plaza Circle

6 City, state, and ZIP code
Mundelein, IL 60060

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
 - -
or
Employer identification number

3

6

-

6

0

0

6

0

1

2

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person
Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

To: Mayor and Board of Trustees

From: Lori Smith, Help Desk Assistant

For: Village Board Meeting of June 23, 2025

Subject: Convergent Technologies

Financial Impact:

\$23,462.00 - 100-202-46415.000 - Computer Software Support

Attachments:

1. Convergent Technologies - PO # 26-00394

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 26-00394 to Convergent Technologies in the amount of \$23,462.00 for the annual premier support for PW Cameras, Access Doors, Keypads, etc.

Purchase Requisition

Purchase Requisition No 26-00394

Requested Date 06/09/2025

Required Date

Ordered By LORI SMITH

Department IT

Preferred Vendor 6664

CONVERGINT TECHNOLOGIES

Address 35257 EAGLE WAY

Req. Description ANNUAL PREMIER SUPPORT FOR PW SECURITY CAMERAS, ACCESS

Quantity	Units	Description	Unit Price	Amount
1	EA	SUPPORT FOR PW Q#PW03819772CSP 100-202-46415.00023,462.00	23,462.00	23,462.00
			Total:	23,462.00

Notes

Approved By

Date