

AGENDA

VILLAGE BOARD MEETING NO. 3298

April 22, 2024 - 7:00 PM

Village Hall - Board Room

300 Plaza Circle, Mundelein, IL 60060

I. CALL TO ORDER

II. ATTENDANCE

III. PLEDGE OF ALLEGIANCE

IV. MINUTES APPROVAL

A. **Motion** to approve the Board of Trustees Regular meeting minutes from April 8, 2024.

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

A. Tree City USA and Growth Award - 2023

VII. PUBLIC HEARINGS

VIII. MAYOR'S REPORT

A. Proclamation - Public Service Recognition Week 2024

B. Annual Commission Re-appointments

Motion to approve the Commission re-appointment of Terry Roswick to the Planning and Zoning Commission for another term.

Motion to approve the Commission re-appointment of Deborah Shutter to the Mundelein Police Pension for another term.

Motion to approve Commission re-appointments for the fiscal year of 2024/2025.

C. Commission Appointment - Tom Baur - Historical Commission

Motion to approve a commission appointment of Tom Baur to the Mundelein Historical Commission.

IX. TRUSTEE REPORTS

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

1. 1290 Townline Road - Outdoor Storage (PZC-17-2023)

Motion to authorize staff to draft an Ordinance granting a Special Use Permit for an Outdoor Storage Yard at 1290 Townline Road, with conditions.

2. Public Art Purchase – Meg White (Lawler-White Sculpture Studios, Inc.)

Motion to allow the Village Administrator to approve an Agreement between the Village of Mundelein and Lawler-White Sculpture Studios, Inc. to create a public art piece for \$18,500.00 to be placed in Courtland Commons and to approve purchase order number 13477 for an amount not to exceed \$10,000.00 for a down payment.

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

1. Truck #438 Chassis and Upfitting

Motion to approve purchase order #13413 for Monroe Truck Equipment for \$161,531.00 for the upfitting of a 3-ton plow truck.

2. NIMEC Electricity Bid-Street Lights

Motion to Adopt a Resolution authorizing Mundelein to participate in the Northern Illinois Municipal Electric Collaborative (NIMEC) bid process and authorizing the Village Administrator to approve a contract with the lowest cost electricity provider.

C. Finance Committee (Schwenk, Juarez, Ross)

1. 2024 Private Equity Bonds Volume Cap Allocation

Motion to Pass an Ordinance Authorizing the Reallocation of 2024 Volume Cap Private Activity Bonds to the Private Activity Bond Clearing House hosted by the Village of Buffalo Grove for Lake County Partners.

2. Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between April 9, 2024 and ending April 22, 2024, in the amount of \$757,008.02.

3. Governing Body-AT&T

Motion to approve the payment of bills, as indicated on the report dated 04/22/2024.

DATED

VENDOR NAME

INVOICES TOTALING

04/22/24	AT&T	\$2,965.58
04/22/24	AT&T Long Distance	\$66.37
04/22/24	AT&T Mobility	\$12,278.21

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

1. Intergovernmental Agreement Among the Member Agencies of the Northeastern Illinois Regional Crime Laboratory

Motion to Pass a Resolution Authorizing the Village to Continue to be a Member Agency of the Northeastern Illinois Regional Crime Laboratory and to Authorize the Village Administrator to Execute the Intergovernmental Agreement Among the Member Agencies of the Northeastern Illinois Regional Crime Laboratory.

E. Building Committee (Juarez, Ross, Wilson)

1. Enterprise Resource Planning (ERP) Cloud Software Services and Professional Implementation from BS&A Software, LLC for Community Development

Motion to Adopt a Resolution for the Purchase of Enterprise Resource Planning (ERP) Cloud Software Services and Professional Implementation Services From BS&A Software LLC and approve a purchase order in the amount of \$158,185.

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

1. 2024 Joint Resurfacing Project - MFT Resolution

Motion to authorize the Village Clerk's signature on an IDOT Resolution for Improvement by Municipality under the Illinois Highway Code appropriating \$1,600,000 in motor fuel tax revenue to be utilized for the 2024 Joint Resurfacing Project.

G. Other Reports

X. SCHEDULED BUSINESS

A. Omnibus Vote Items

1. Pavement Patching

Motion to accept the proposal for pavement patching of various streets within the Village and to issue PO # 13466 for Peter Baker in the amount of \$150,000.00, subject to the receipt of proper bonding and insurance.

2. Sludge Hauling Services Contract FY25 through FY27

Motion to approve purchase order and payment of biosolids removal services from Dahm Enterprises in the amount of \$135,000.

3. Tax Lien payment for PIN # 11-30-109-012 & 11-30-109-016

Motion to approve a purchase order to Lake County Clerk in the amount of \$97,704.17.

XI. VILLAGE STAFF REPORTS

- A. Village Administrator
- B. Village Attorney
- C. Village Clerk

XII. EXECUTIVE SESSION

- A. Motion to recess into Executive Session to discuss pending litigation pursuant to 5 ILCS 120, Section 2(c)(11), land acquisition or sale of property pursuant to 5 ILCS 120, Section 2(c)(5), personnel pursuant to 5 ILCS 120, Section 2(c)(1), and minutes pursuant to 5 ILCS 120, Section 2(c)(21).
- B. Motion to reconvene Village Board Meeting
- C. Attendance
- D. Action from Executive Session

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

- A. Motion to Adjourn the Regular Board Meeting

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

CALL TO ORDER

ATTENDANCE

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

Board Attendance

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

ABSENT: None

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Police Chief Seeley, Senior Planner Verbeke, Public Works and Engineering Director Boeche, Building Director Sellas

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Lentz led the Pledge of Allegiance.

MINUTES APPROVAL

Motion to approve the Board of Trustees Regular meeting minutes from March 25, 2024.

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

PUBLIC COMMENTARY

Shelley Clark spoke regarding the lease and space of the Tool Library. She pointed out that it is staffed by volunteers and it is a unique establishment. She stressed that summer is their very busiest time of the year and asked if an additional 90 days (end of October) could be added to the lease so that people could still borrow tools for gardening, etc. A proposal has been submitted to the Village outlining their requests--i.e., creating a task force (made up of Tool Library staff and Village staff) to locate a new site. For \$24,000 to help with the move (they have \$13,000 in the Tool Library Account) to name a few. The alternative site they have toured (the ABC building) would require an expensive build out and, once again, this site would not be permanent since the Village may sell that building in the future also. She stressed that the Tool Library feels lucky to have been in the community, and feels good-will transcends dollars.

Mark Petersen also spoke about the Tool Library. He lives in Grayslake and was very happy when the Tool Library was opened up to all of Lake County. It is a great service to the community. He hopes the lease can be extended, and maybe the Village can help find them another location and connect them with people that can help with that.

Van Miller spoke next also in regard to the Tool Library. He was surprised at the short notice given--the Tool Library had been told that the building was not being actively marketed for sale and if it was, it would take at least a year to two years before anything transpired. When American In Bloom visited they said this was unique, and they had not seen anything like this before.

PRESENTATIONS / AWARDS

No presentations or awards.

MAYOR'S REPORT

Proclamation - National Public Safety Telecommunications Week

April 14-20 2024 is National Public Safety Telecommunications Week. Mayor Lentz reminded us what a difficult job this is, so much multitasking involved. These people deserve a shout-out every year for all the good work they do.

Proclamation - Mayoral Monarch Pledge

June 1, 2024 is the Mayoral Monarch Pledge Day. Twenty years ago, an estimated one billion Eastern Monarch Butterflies migrated across North America. That number is now down by 90% and there is a nation-wide effort to reverse this sad trend. Planting the plants (native milkweed, nectar plants, etc.) that the Monarchs need to live and reproduce is hugely important.

Proclamation - Recognizing April 26, 2024, as Arbor Day in the Village of Mundelein

April 26, 2024 is Arbor Day. It was officially proclaimed in 1874 by Nebraska's Governor after being proposed by J. Sterling Morton that a special day be set aside for the planting of trees. It was first observed with the planting of over one million trees in Nebraska and is now celebrated all over the world. Mayor Lentz will once again be planting a tree with the children of Washington School.

Resolution - North Central O'Gaugers Model Railroad Club Lease Agreement

Motion to Adopt a Resolution Authorizing the Village of Mundelein to Enter into and allow the Village Administrator to sign a Lease Agreement for Use of Public Property.

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

PUBLIC HEARINGS

Liquor Control Commission Meeting

Recess into Public Hearing for Liquor Control Commission Meeting.

Motion to recess into Public Hearing for Liquor Control Commission Meeting.

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

Reconvene the Village Board Meeting.

Motion to reconvene the Village Board Meeting.

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

Attendance

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

Board Attendance

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

ABSENT: None

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Police Chief Seeley, Senior Planner Verbeke, Public Works and Engineering Director Boeche, Building Director Sellas

ABSENT: None

TRUSTEE REPORTS

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

Ordinance - Tattoo Shop Variation - 143 North Seymour Avenue

Motion to Pass an Ordinance granting a use variation to permit a tattoo shop in the C-5-R zoning district at 143 North Seymour Avenue, Mundelein, Illinois.

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

Ordinance - Springs at Mundelein - Continental Properties

Motion to Pass an Ordinance Approving an Amendment to the Development Agreement (Northwest Corner of Butterfield Road and Huntington Drive).

Trustee Wilson stated that the Intellegentsia Cup Bike Race will be on July 22 this year and we are still looking for sponsors. Contact Amanda Orenchuk for info (and a thank you to Tighthead Brewery for their support again this year).

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

Public Works Committee (Ross, Meier, Lambert)**Ordinance - Member Admission to CLCJAWA**

Motion to Pass an Ordinance consenting to the admission of an additional member, Lake Zurich, pursuant to an admissions' agreement, to the Central Lake County Joint Action Water Agency.

Trustee Meier wanted to know if rates will decrease with Lake Zurich becoming a member.

It may, however, the water costs are fixed so we don't know yet. Public Works Director Boeche agreed with Mayor Lentz that over the years, water usage has decreased over all (residents conserving water, low-flow toilets) but the production costs are still the same. It will probably take 2–3 years to see if costs decrease for us as charter members after Lake Zurich comes online.

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

	Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Ordinance - Landscape Code Update

Motion to Pass an Ordinance approving amendments to section 16.23 of the Village Code.

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

Finance Committee (Schwenk, Juarez, Ross)

Governing Body

Motion to approve the payment of bills as indicated in the Governing Body Report for the period between March 26, 2024, and ending April 8, 2024, in the amount of \$1,322,929.57.

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

Water/Sewer Rate Increase

Motion to Pass to increase by 11% the rates and charges for Water Service and Sanitary Sewer Service in the Village of Mundelein, Lake County, Illinois.

RESULT:	Passed [Yes 4, No 0, Abstained 3]
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Daniel Juarez
AYES:	Steve Lentz, Daniel Juarez, Jenny Berman Ross, Tim Wilson
NAYS:	Kara Lambert, Robin Meier, Erich Schwenk
ABSTAIN:	None

Both Mayor Lentz and the Public Works Director gave detailed info as to why this rate increase was necessary. Trustee Meier asked if this increase would cover the anticipated meter replacements. The answer was no--this increase will not cover that but some of the money necessary for the meters is included--it is setting the table for what's to come. Trustee Wilson is for this increase--he is not for kicking the can down the road and leaving it for future Boards to deal with. Trustee Juarez pointed out the EPA's role in the water issues--specifically the lead

pipes. Mr. Boeche said that yes there will be some money coming to municipalities for the lead pipe replacement, but it will be a spit in the bucket.

FY25 Annual Budget and 5 Year Capital Improvement Plan

Motion to Adopt the Fiscal 2025 Annual Budget and Five-Year Capital Improvement Plan of \$73,688,393.

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

Public Safety Committee (Lambert, Wilson, Juarez)

Fire Chief Lark stated that there would be a blood drive on April 27, 2024. Police Chief Seeley said they are still looking for volunteers for A-May-zing Mundelein. Trustee Schwenk thanked the MPD for their attendance at Kracklauer Park during the eclipse--it was not a publicized Village event, but they were there handing out stickers, etc.

Building Committee (Juarez, Ross, Wilson)

Ordinance Amendment to Chapter 5.110 Related to Food Trucks Only

Motion to Pass an Ordinance Amending Chapter 5.110.050 of the Mundelein Municipal code, regarding outdoor dining specifically related to food truck fees and registration.

This Ordinance Amendment goes into effect immediately.

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

Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

No motions, no reports.

Other Reports

None.

SCHEDULED BUSINESS

Omnibus Vote Items

No Omnibus items.

VILLAGE STAFF REPORTS

Village Administrator

None.

Village Attorney

None.

Village Clerk

None.

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).

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).

Motion to recess into Executive Session at 8:06 PM.

Motion to reconvene Village Board Meeting

Regular Board Meeting reconvened at 8:30 PM.

Attendance

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

Board Attendance

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

ABSENT: None

Village Attendance

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

Action from Executive Session

None.

OTHER BUSINESS

None.

ADJOURNMENT

Motion to Adjourn the Regular Board Meeting

Motion to Adjourn the Regular Board Meeting.

The Regular Board Meeting adjourned at 8:36 PM.

Village Clerk

MAYORAL PROCLAMATION

PUBLIC SERVICE RECOGNITION WEEK

In honor of the millions of public employees at the federal, state, county, and local levels:

WHEREAS, Americans are served every single day by public servants at the federal, state, county, and local levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police personnel, fire personnel, public works personnel, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Public servants also include dispatchers, administrative staff, teachers, safety inspectors, computer technicians, social workers, and countless other occupations. Day in and day out, they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, ILLINOIS do hereby announce and proclaim to all citizens and set seal hereto, that May 5-11, 2024, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county, and local.

PROCLAIMED, signed and sealed this 22nd day of April 2024 in the Village of Mundelein, Lake County, Illinois.

ATTEST:

Village Clerk

Mayor

To: Mayor and Board of Trustees

From: Steve Lentz

For: Village Board Meeting of April 22, 2024

Subject: Annual Commission Re-appointments

Financial Impact:

N/A

Attachments:

None

Background:

I am recommending the following Commission and Committee re-appointments for terms expiring April 30, 2024:

APPOINTEE	COMMISSION / COMMITTEE	NEW TERM EXPIRATION DATE
Margaret (Peg) Tierney	Beautification Committee	04/30/26
Catherine Almanzo	Beautification Committee	04/30/26
Raymond J. Rose, Chair	Board of Fire and Police Commission	04/30/27
Wells Frice	Fire Pension	04/30/27
Michael Flynn	Historical Commission	04/30/26
Wendy Fraiser	Historical Commission	04/30/26
Barb Zander	Historical Commission	04/30/26
Angela Trillhaase	Economic Development Commission	04/30/27
Raymond Jackson	Economic Development Commission	04/30/27
Jeff Justman	Mundelein Arts Commission	04/30/27
Aurelia Spicuzza, Chair	Mundelein Arts Commission	04/30/27
Chris Woodard	Mundelein Arts Commission	04/30/27
Jon Matousek	Mundelein Arts Commission	04/30/25
Karrie Newby, Sponsor Chair	Mundelein Community Days Commission	04/30/26
Jennifer Holden	Planning and Zoning Commission	04/30/28

TERM LIMITS REACHED

Deborah Shutter

Police Pension

04/30/26

Terry Roswick, Chair

Planning and Zoning Commission

04/30/28

Recommendation:

Motion to approve the Commission re-appointment of Terry Roswick to the Planning and Zoning Commission for another term.

Motion to approve the Commission re-appointment of Deborah Shutter to the Mundelein Police Pension for another term.

Motion to approve Commission re-appointments for the fiscal year of 2024/2025.

To: Mayor and Board of Trustees

From: Steve Lentz

For: Village Board Meeting of April 22, 2024

Subject: Commission Appointment - Tom Baur - Historical Commission

Financial Impact:

N/A

Attachments:

None

Background:

Mayor Lentz is recommending the following commission appointment:

APPOINTEE	COMMISSION	TERM EXPIRATION DATE
Tom Baur	Mundelein Historical Commission	04/30/26

Recommendation:

Motion to approve a commission appointment of Tom Baur to the Mundelein Historical Commission.

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of April 22, 2024

Subject: 1290 Townline Road - Outdoor Storage (PZC-17-2023)

Financial Impact:

N/A

Attachments:

1. Findings of Fact - Special Use
2. 1.3.24 - PZC Minutes
3. 4.3.24 - PZC Minutes
4. Petitioners Packet
5. Location Map

Background:

The subject property, 1290 Townline Road, is a parcel located just east of Medline and south of Northfield Block Company. This parcel does not have direct access to the right-of-way and is accessed via either 1280 Townline Road, or a driveway parcel along Leighton Tower Road. The parcel has a multi-tenant building and a small parking lot, but about two-thirds of the site consists of open grass and gravel.

The property has a decades-long history of code enforcement issues that stem from neglected maintenance, work without permits, dumping of unauthorized materials, and un-permitted outdoor storage of vehicles, equipment, and piles of materials. The outdoor storage has been a code violation for several reasons:

- A) outdoor storage yards require a Special Use Permit;
- B) outdoor storage must be related to an on-site business;
- C) outdoor storage must be screened; and
- D) outdoor storage must be on an approved, paved surface.

Until 2022, it was owned by L.B. Anderson & Company, Inc. for 20+ years. A new owner has now taken over, Townline Properties LLC (Petitioner), who acquired the property in 2023 from Wheeling Trust & Savings Bank. The new property owner approached the Village in September 2023 about

paving the parcel and using it for outdoor storage of recreational vehicles and boats.



Special Use Request

A Special Use Permit is required because “Outdoor Storage Yards” are a special use in the M-1 General Manufacturing zoning district. Outdoor storage is deliberately listed as a special use in the Zoning Ordinance because storage yards come in a wide range of sizes, shapes, and purposes, and due to their outdoor nature, have greater potential for visual impacts (as well as sound, traffic, and vibration). The special use process is intended to give each case a discerning eye to ensure that the site context is appropriate and that the standards have been met.

Outdoor storage yards have five Use Standards that must be met:

- a. Screening. Outdoor storage areas must be completely screened by an opaque masonry wall (stone, stucco, or brick) or a solid wood or simulated wood screen fence no less than 6’ in height. Where feasible, plant materials shall be installed along the fence or wall located along the public right-of-way to provide a softening effect. No materials stored outdoors shall be of a greater height than that of the required fence or wall.
 - *Note: The Petitioner proposes a 6’ high board-on-board wood fence around the parcel.*
- b. Orientation of Storage Yard. When there is a structure affiliated with the storage yard, the structure shall be oriented towards the front of the lot and the storage area shall be located to the rear of the lot.
 - *Note: This is already satisfied by the existing layout of the site.*
- c. Paved Surface. Outdoor storage areas shall be surfaced and graded and drain all surface water. Gravel is prohibited.

- *Note: The Petitioner proposes asphalt pavement over the existing unimproved area to be used for outdoor storage (see Petitioner's packet for plans).*
- d. Lighting. Any lighting used to illuminate an outdoor storage area shall be directed and shielded as to not illuminate any adjacent residential areas.
 - *Note: There are no adjacent residential areas and the Petitioner's plans do not indicate any new lighting fixtures.*
- e. Related to On-Site Business. All items stored outdoors must be related to the on-site business and its operations.
 - *Note: This item was more of a sticking point, as there is not currently an on-site business that offers rental storage for recreational vehicles and boats. The Petitioner was given two options: A) create a business entity and open a storage yard "management office" that permanently occupies a unit on-site; or B) apply for a variation from this requirement. The Petitioner opted for Option A (create a management office).*

Comprehensive Plan

- Economic Development Chapter Objective: Continue to support the improvement and rehabilitation of older commercial and industrial buildings and areas which are, or are becoming, functionally obsolete. This may include improvements to loading docks, access, building facades, signage, streetscaping, landscaping, and parking areas to accommodate more appropriate and market-viable uses.
- Southside Corridor Subarea Objective: The Village should work with property owners to implement a cohesive appearance through streetscape and identity generating amenities.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing to consider the special use on January 3rd, 2024 and voted to recommend approval of the special use with conditions. However, one condition required the applicant to clear all active code violations within 60 days. This condition was not satisfied, so the case was referred back to the Planning and Zoning Commission by the Village Board on March 11th.

NOTE: While the applicant did not meet the 60-day deadline to clean up the site, they quickly thereafter addressed all code violations before the case returned to the Planning and Zoning Commission. Per Code Enforcement, the applicant went "above and beyond" to clear the site.

The Planning and Zoning Commission held a second public hearing on April 3rd, 2024, and recommended approval of the special use with revised conditions (revised conditions noted in **bold**).

For as long as the outdoor storage yard is operational, the applicant shall establish a business entity to manage the outdoor storage yard rental, shall occupy a unit with accessible rental documentation on-site, and shall maintain a valid business registration with the Village.

- 1. No other entities or businesses shall utilize the outdoor storage yard for storage other than the applicant, on-site tenants, and customers of the applicant.**
- 2. Outdoor storage is limited to recreational vehicles, boats, operable vehicles with license plates, and small trailers. Other items are not permitted, including but not limited to: landscape supplies, materials, construction equipment, inoperable vehicles, shipping containers, and semi-truck trailers.*
- 3. Motor vehicle repair, motor vehicle aftermarket enhancements, and maintenance to recreational vehicles is not permitted outdoors within the storage yard or adjacent parking area.*
- 4. The permitted stored items (recreational vehicles and boats) may exceed the height of the required screening fence or wall.*
- 5. If it is found that Parcel three extends into the Village ROW on Leighton Tower Road, then that portion of the property must be dedicated to the Village.*
- 6. No outdoor storage shall commence until the site improvements are completed as shown in the Petitioner's packet (or as modified in accordance with Village codes through the permit review process).*
- 7. A cross access easement agreement between parcel one and two is to be recorded to grant parcel two access to Townline Road.*
- 8. Wetlands area, enclosure fencing, and stormwater detention subject to Village Engineering and staff approvals.*
- 9. The Special Use shall expire one year after ordinance approval. Upon expiration, the Village Board should evaluate compliance with conditions and code requirements, and at their discretion, may extend said expiration date or cause the Special Use to become permanent.**

Analysis

Staff recommends approval of the Special Use for Outdoor Storage, which is in line with the recommendation of the Planning and Zoning Commission. The applicant has addressed all remaining code violations in the time since the Village Board referred the case back to the PZC. From the perspective of Code Enforcement and Community Development, the new ownership of this property is showing a level of cooperation and enthusiasm to improve the property unseen at this location for several decades. It should be noted that the new property owner inherited an unusual number of challenges and problems from the previous property owner, and has made a good-faith effort to correct them.

Looking at the larger picture, both the Village and the property owner share the same end goal, which is to improve the condition and appearance of the property, which will benefit the Townline Road corridor. It does not benefit the larger community to force the site to stay unpaved and unusable, which will only encourage unauthorized activity, property neglect, and a continued drain on Code Enforcement time.

Recommendation:

Motion to authorize staff to draft an Ordinance granting a Special Use Permit for an Outdoor Storage Yard at 1290 Townline Road, with conditions.

FINDINGS OF FACT – 1290 Townline Road – PZC-17-2023

1. Special Use – Outdoor Storage Yard in the M-1 (General Manufacturing) District

CASE NUMBER	PZC-17-2023
PUBLIC HEARING DATE	April 3, 2024
MOTION	Motion by J. Holden second by S. Petti to recommend approval of a Special Use Permit for an outdoor storage yard on the property located at 1290 Townline Road pursuant to Section 20.48.040(DD) of the zoning Ordinance with conditions.
On April 3, 2024, the Planning and Zoning Commission voted 5 - 0 for approval of a Special Use Permit for an outdoor storage yard on the property located at 1290 Townline Road pursuant to Section 20.48.040(DD) of the zoning Ordinance, with conditions.	
<i>If applying for a rezoning, special use, major variation and/or planned unit development, the application for a Certificate of Compliance will be referred to the Planning & Zoning Commission and scheduled for the same public hearing as the application for rezoning, special use, major variation, and/or planned unit development. The Planning & Zoning Commission will submit a written report of its findings as to whether the proposed development is in compliance with the Appearance Code to the Village Board of Trustees. The Village Board of Trustees will consider the report within 60 days after it is submitted by the Planning & Zoning Commission to approve, approve with conditions, or deny the request.</i>	
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 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. Certain conditions to the Special Use Permit are recommended by the PZC that provide safeguards for the outdoor storage yard use. The property is not located near residential and is tucked back by a masonry storage yard.	
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 is compatible with adjacent property and other properties within the immediate vicinity of the special use. The existing land use of this multi-tenant building is compatible with the uses within the M-1 General Manufacturing Zoning District. The property is not located near residential and is tucked back by a masonry storage yard.	
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 in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.	
4. The special use conforms to the applicable regulations of the zoning district in which it is to be located.	
The special use conforms to all other applicable regulations of the M-1 General Manufacturing Zoning District, including the Use Standards for said use, which provides for outdoor storage as a special use.	

MINUTES OF A PLANNING & ZONING COMMISSION MEETING

Meeting called to order at 7:00 PM

PLEDGE OF ALLEGIANCE

ATTENDANCE

Present: Kevin Anderson, Nancy Burton, Kerry Garesche, Jennifer Holden, Steven Petti, Terri Roswick (Chair), and Sophia Schneckloth
Absent: None
Also Present: Jessica Marvin – Associate Planner, Tim Verbeke – Senior Planner and Erin Swanson – Recording Secretary

REVIEW/APPROVAL OF MINUTES

Motion by J. Holden, seconded by K. Anderson to approve the Planning and Zoning Commission Meeting minutes of December 6, 2023.

AYES: J. Holden, K. Anderson, N. Burton, K. Garesche, S. Petti, T. Roswick, S. Schneckloth
NAYS: None
ABSENT: None

Motion Carried 7-0

GENERAL PUBLIC COMMENTARY

None

NEW BUSINESS

Public Hearing – PZC-17-2023 – 1290 Townline Road

Motion made by N. Burton, seconded by J. Holden to open the Public Hearing PZC-17-2023.

AYES: N. Burton, J. Holden K. Anderson, K. Garesche, S. Petti, T. Roswick, S. Schneckloth
NAYS: None
ABSENT: None

Motion Carried 7-0

STAFF OVERVIEW

J. Marvin reviewed the attached PowerPoint presentation and reviewed details of the incoming business and history of the property. The petitioner is requesting approval of a special use to permit the operation of an Outdoor Storage Yard for recreational vehicles and boat storage rental at 1290 Townline Road, Mundelein, Illinois.

PETITIONER PRESENTATION

Dan Havlir, Engineer was sworn in and fielded questions on access from the parcel to the right of way on Leighton Tower Road and Townline Road. Also discussed the 1.6 acre lot that will be pursued as a paved lot for vehicle storage and the small portion that is considered to be a man made wetland from prior owner's lack of maintenance on property.

COMMISSION DISCUSSION

Commissioners briefly discussed parking spaces being marked and logistical navigation around the lot for a variety of sizes of recreational vehicles.

PETITIONER COMMENTS

Ghenadie Cebotaru was sworn in and fielded questions on purchase history. Ms. Cebotaru discussed owning a similar business in a nearby area for storing recreational vehicles as well as small utility vehicles and asked the Commission for guidance on what types of vehicles the Commission would allow them to store on site.

COMMISSION DISCUSSION

Further discussion on proposed contracts based on individual parking spaces, requests for validating zoning violations have been cleaned up by The Village before proceeding, and different types of vehicles that could be allowed. There was lengthy discussion on the parcel having 3 different pins and concern over the main parcel being land locked with no access to a right of way if one of the other parcels is sold. Questions were raised as to the security liability of commercial vehicles and equipment, and the commissioners expressed not wanting any landscaping materials to be stored on site if equipment may be stored.

PUBLIC COMMENTS

No public comments

Motion made by J. Holden, seconded by S. Schneckloth to approve a special use pursuant to Section 20.40.020 to operate an Outdoor Storage Yard for recreational vehicle and boat storage rental at 1290 Townline Road, Mundelein, Illinois, including the findings of fact, as written, with the following conditions:

- a. For as long as the outdoor storage yard is operational, the applicant shall establish a business entity to manage the outdoor storage yard rental, shall occupy a unit with accessible rental documentation on-site, and shall maintain a valid business registration with the Village.
- b. No other entities or businesses, whether on-site or off-site, shall utilize the outdoor storage yard for storage other than the applicant and customers of the applicant.
- c. No items such as landscape supplies, material storage, construction equipment, or inoperable vehicles shall be stored in the outdoor storage yard except for recreational vehicles, boats, or small trailers.
- d. Motor vehicle repair, motor vehicle aftermarket enhancements, and maintenance to recreational vehicles is not permitted outdoors within the storage yard or adjacent parking area.
- e. The permitted stored items (recreational vehicles and boats) may exceed the height of the required screening fence or wall.
- f. If it is found that Parcel three extends into the Village ROW on Leighton Tower Road, then that portion of the property must be dedicated to the Village.
- g. No outdoor storage shall commence until the site improvements are completed as shown in the Petitioner's packet (or as modified in accordance with Village codes through the permit review process).
- h. A cross access easement agreement between parcel one and two is to be recorded to grant parcel two access to Townline Road.
- i. Wetlands area, enclosure fencing, and stormwater detention subject to Village Engineering and staff approvals.
- j. Application will not go forward to the board until current violations cleared up to the satisfaction of village staff. The cleanup must be completed within 60 days.

AYES: J. Holden, S. Schneckloth, K. Anderson, N. Burton, K. Garesche, S. Petti, T. Roswick

NAYS: None

ABSENT: None

Motion Carried 7-0

Motion made by S. Petti, seconded by K. Anderson to close Public Hearing PZC-17-2023.

AYES: S. Petti, K. Anderson, N. Burton, K. Garesche, J. Holden, T. Roswick, S. Schneckloth

NAYS: None

ABSENT: None

Motion Carried 7-0

Motion made by K. Anderson, seconded by N. Burton to adjourn the Planning & Zoning Commission Meeting of January 3, 2024.

AYES: K. Anderson, N. Burton, K. Garesche, J. Holden, S. Petti, T. Roswick, S. Schneckloth

NAYS: None

ABSENT: None

Motion Carried 7-0

Meeting adjourned at 8:15 PM

Respectfully submitted,

A handwritten signature in cursive script that reads "erin swanson".

Erin Swanson

Recording Secretary

ES/TV/JM/AO

Sign-In Sheet

NAME/COMPANY

ADDRESS

PHONE/EMAIL

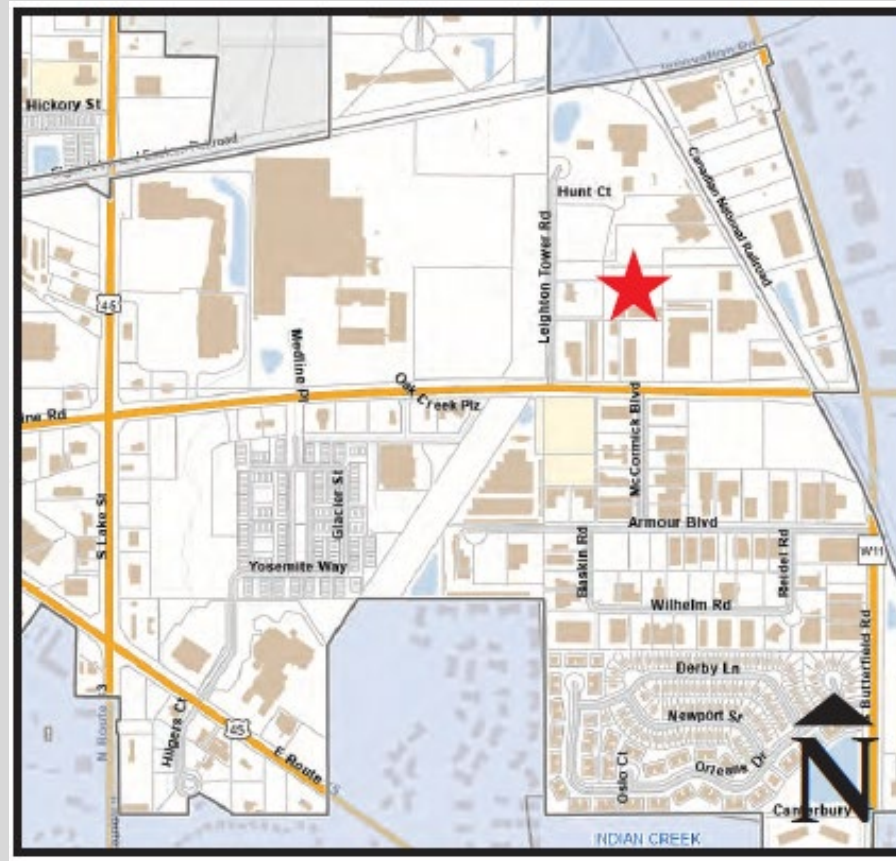
Name: DAN HARLIR		Phone: 847 912 6410
Company: NW ENG		Email: DAN HARLIR@GMAIL.COM
Name: Luni Burage		Phone: 773-563-1797
Company: Townline Properties LLC		Email: townlinepropertiesllc@gmail.com
Name: GhenADIE Celotaru		Phone: 773-971-4447
Company: Townline Properties LLC		Email: townlinepropertiesllc@gmail.com
Name:		Phone:
Company:		Email:
Name:		Phone:
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Village Staff Overview: PZC-17-2023

1290 Townline Road – January 3, 2024

Location Map: 1290 Townline Road



Aerial



History

- Located just east of Medline and south of Northfield Block Company.
- This property doesn't have direct access to the right-of-way.
 - Accessed through either 1280 Townline Road, or a driveway parcel along Leighton Tower Road.
- This property has had a history of code enforcement issues that stem from neglected maintenance, work without permits, and unpermitted outdoor storage.
- The property was previous owned by L.B. Anderson & Company, Inc. for 20+ years.
- In 2023, Townline Properties LLC (Petitioner) acquired the property.

Special Use Request

- To operate an outdoor storage yard at 1290 Townline Road.
 - Outdoor storage yards require a Special Use Permit;
 - Outdoor storage must be related to an on-site business;
 - Outdoor storage yards must be located to the rear of the lot;
 - Outdoor storage must be screened; and
 - Outdoor storage must be on an approved, paved surface.
- Storage yards come in a wide range of sizes, shapes, and purposes, and due to their outdoor nature, have greater potential for visual impact (as well as sound, traffic, and vibration).

Zoning Ordinance

- Section 20.48.040(DD) Outdoor Storage Yard and Contractor Storage Yard with Outdoor Storage.

Use Standards: Outdoor Storage Yard

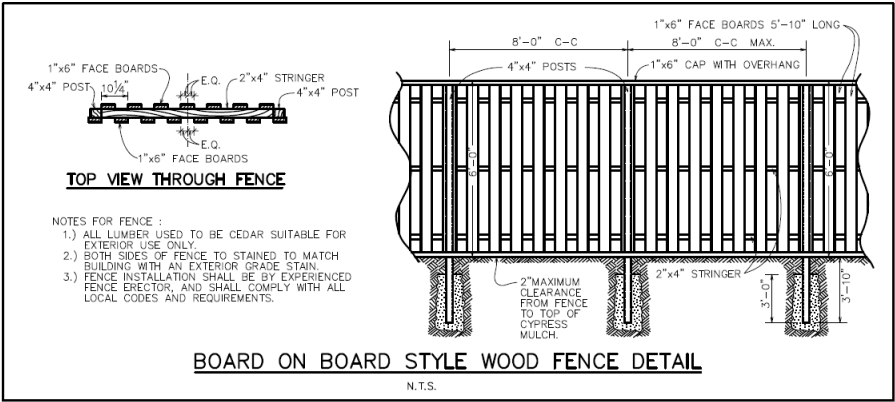
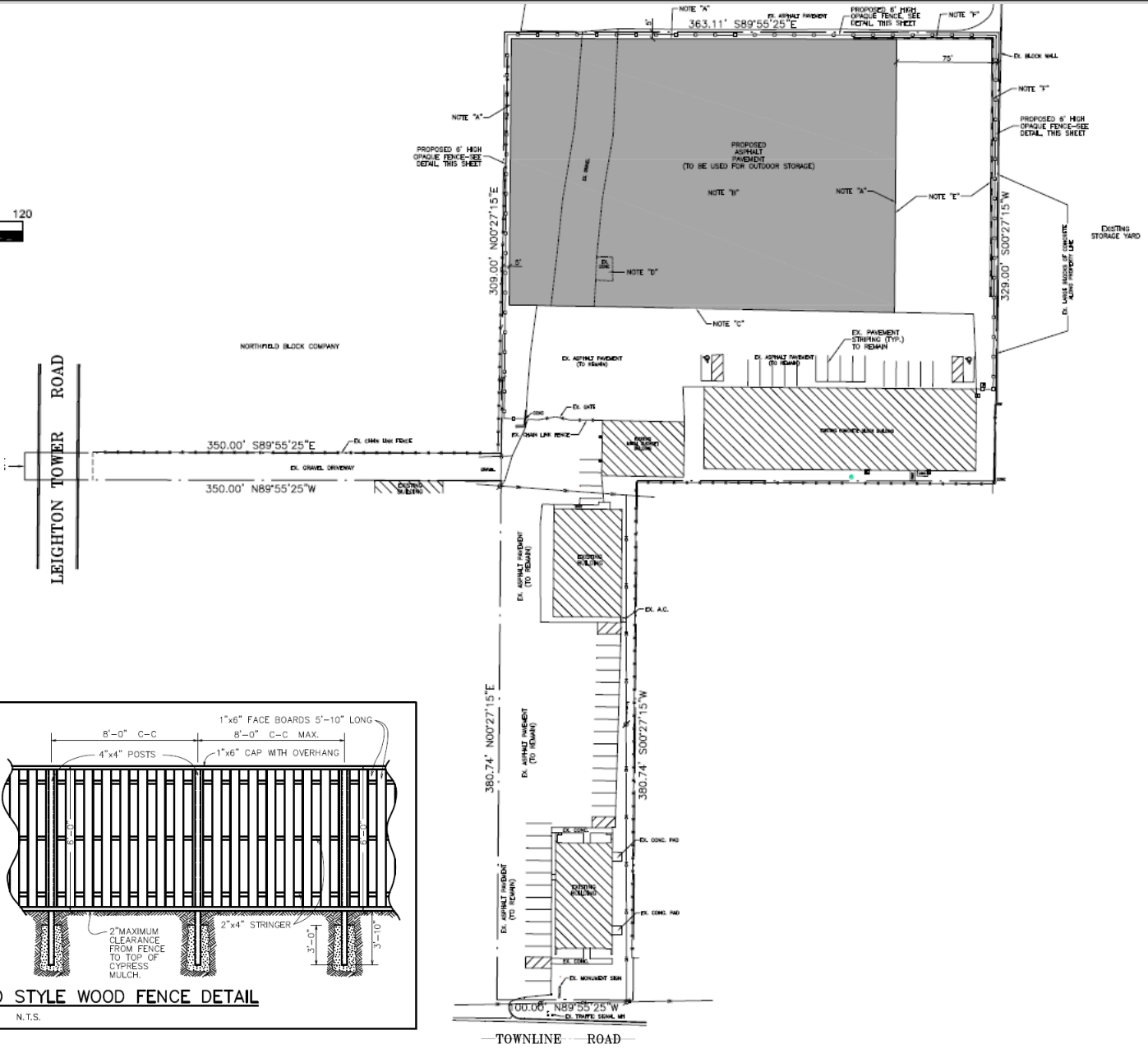
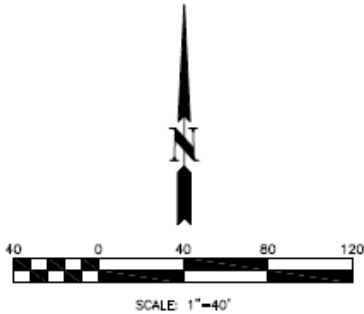
Section 20.48.040(DD) Outdoor Storage Yard and Contractor Storage Yard with Outdoor Storage

1. All outdoor storage must comply with the screening requirements of Section 20.60.150 (Screening Requirements).

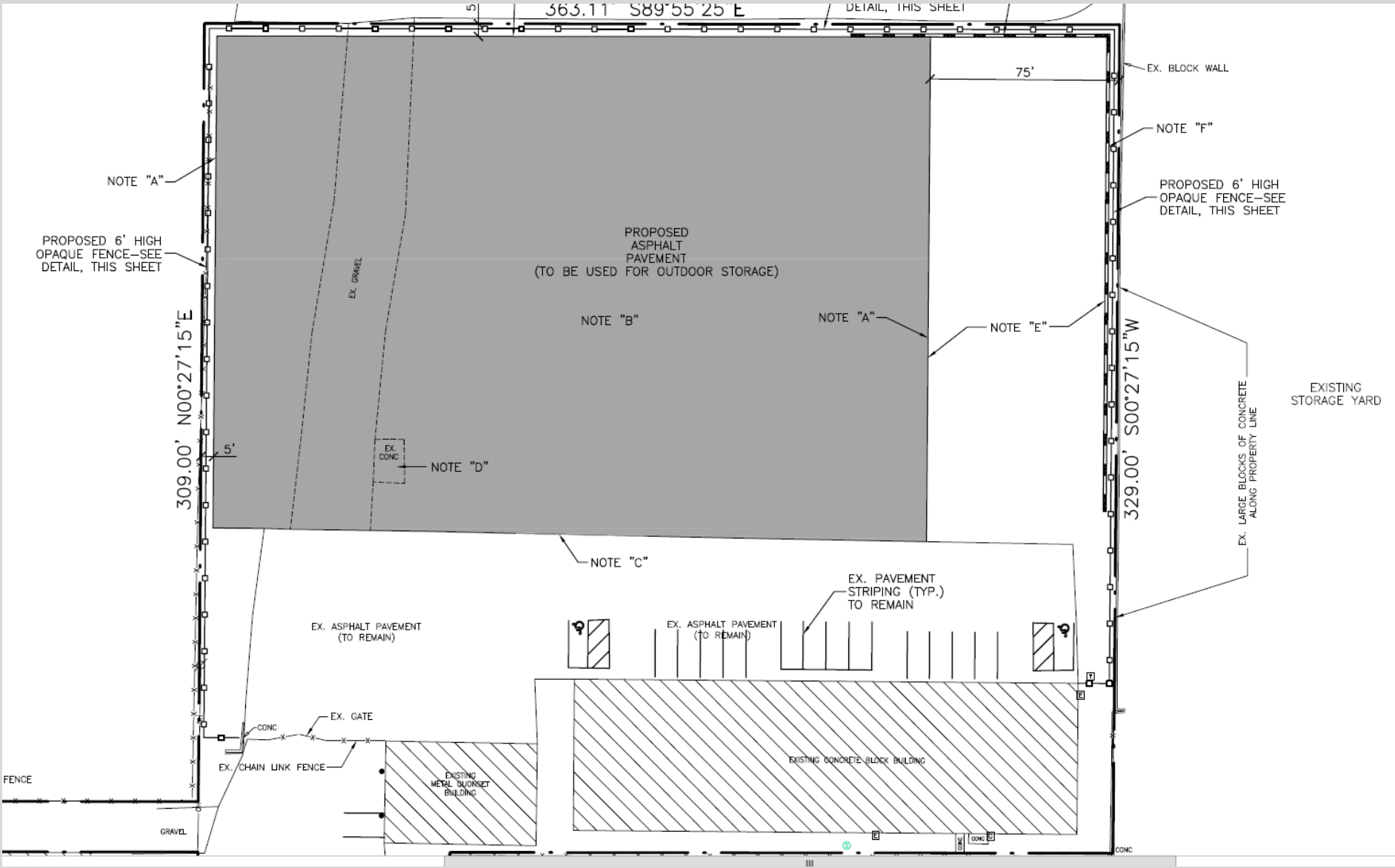
1. Section 20.60.150(C)(1) Outdoor Storage and Display Areas

1. All outdoor storage areas, whether as a principal use or accessory to a principal use, shall be completely screened by an opaque masonry wall (stone, stucco or brick) or a solid wood or simulated wood screen fence **no less than six feet in height**. Where feasible, plant materials shall be installed along the fence or wall located along the public right-of-way to provide a softening effect. No materials stored outdoors shall be of a greater height than that of the required fence or wall.
 2. When there is a structure affiliated with the storage yard, the structure shall be oriented toward the front of the lot and the storage area shall be located to the rear of the lot. The outdoor storage area should be located to the rear of the lot where possible. All structures must be located towards the front of the lot, in compliance with the front yard of the underlying zoning district.
 3. Outdoor storage areas shall be surfaced and graded and drain all surface water. Outdoor storage areas may be surfaced with pervious paving, if adequate drainage and erosion and dust control are provided. However, gravel is prohibited.
 4. Any lighting used to illuminate an outdoor storage area shall be directed and shielded as to not illuminate any adjacent residential areas.
 5. All items stored outdoors must be related to the on-site business and its operations.

Site Plan



Site Plan



Site Plan



Code Enforcement Issues

The Code Enforcement Officer visited the site on December 20, 2023, and took photos. There are a number of recent violations related to outdoor storage on the site.

- a. A large number of vehicles and trailers (20+) stored across the property;
- b. Vehicles and trailers stored on unpaved surfaces;
- c. Motor vehicle repair being conducted outdoors (unknown if vehicle repair is related to an on-site business); and
- d. Inoperable vehicles and vehicles without plates stored on property.

Code Enforcement Issues



These pictures were taken on 12-20-2023.

Code Enforcement Issues



These pictures were taken on 12-20-2023.

Analysis

- New Ownership - Opportunity to Enhance Area

- The Village's overall goal is to continue to improve the conditions and appearance of the Townline Road corridor, and it is optimistic that the new property owner is demonstrating cooperation and a willingness to invest in the area.

- Conditions and Reason for Caution

- To ensure the proposed storage yard meets the intentions of the Zoning Ordinance and will only be used for the Petitioner's stated purpose of recreational vehicle and boat storage space rental.

- Importance of Maintaining On-Site Management Office

- Standalone storage yards conflict with the Village's goals of enhancing the appearance of its commercial areas.
 - Without a business entity on-site, standalone storage yards are often neglected over time and are difficult to get into contact with the property owner.
 - The applicant has opted to create a business entity to occupy a unit on-site that will be a "management office" for the RV and boat storage rental yard.

Other Potential Conditions

The following points have not been included as recommended conditions. Instead, Staff requests that the Commission considers these questions before making a motion to decide whether they are of importance, and whether they should be incorporated into the conditions:

- a. Should the RV and boat storage “management office” be required to maintain rental agreements or other documentation with renters?
- b. Does it matter to the Commission whether the applicant rents to individuals or commercial businesses? Examples of a commercial user might be recreational vehicle overstock, recreational vehicles awaiting repairs, etc.
- c. Should all recreational vehicles stored be operable? Does their condition or state of disrepair matter to the Commission?
- d. Does the Commission specifically want to exclude trailers from what is permitted to be stored in the storage yard?

Standards for Granting a Special Use

No special use shall be recommended for approval by the Planning and Zoning Commission and approved by the Village Board unless it has made findings, based upon the evidence presented at the public hearing, to support each of the following conclusions.

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

FINDINGS OF FACT – 1290 Townline Road – PZC-17-2023

1. Special Use – Outdoor Storage Yard in the M-1 (General Manufacturing) District

CASE NUMBER	PZC-17-2023
PUBLIC HEARING DATE	January 3, 2024
MOTION	Motion by J. Holden second by S. Schneckloth to recommend approval of a Special Use Permit for an outdoor storage yard on the property located at 1290 Townline Road pursuant to Section 20.48.040(DD) of the zoning Ordinance.
On January 3, 2024, the Planning and Zoning Commission voted 7 - 0 for approval of a Special Use Permit for an outdoor storage yard on the property located at 1290 Townline Road pursuant to Section 20.48.040(DD) of the zoning Ordinance.	
<i>If applying for a rezoning, special use, major variation and/or planned unit development, the application for a Certificate of Compliance will be referred to the Planning & Zoning Commission and scheduled for the same public hearing as the application for rezoning, special use, major variation, and/or planned unit development. The Planning & Zoning Commission will submit a written report of its findings as to whether the proposed development is in compliance with the Appearance Code to the Village Board of Trustees. The Village Board of Trustees will consider the report within 60 days after it is submitted by the Planning & Zoning Commission to approve, approve with conditions, or deny the request.</i>	
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 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. Certain conditions to the Special Use Permit are recommended by the PZC that provide safeguards for the outdoor storage yard use. The property is not located near residential and is tucked back by a masonry storage yard.	
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 is compatible with adjacent property and other properties within the immediate vicinity of the special use. The existing land use of this multi-tenant building is compatible with the uses within the M-1 General Manufacturing Zoning District. The property is not located near residential and is tucked back by a masonry storage yard.	
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 in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.	
4. The special use conforms to the applicable regulations of the zoning district in which it is to be located.	
The special use conforms to all other applicable regulations of the M-1 General Manufacturing Zoning District, including the Use Standards for said use, which provides for outdoor storage as a special use.	

April 3, 2024

CALL TO ORDER

The Regular Meeting of the Planning and Zoning of the Village of Mundelein was held on April 3, 2024 at 300 Plaza Circle, Mundelein. Commissioner Garesche called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Commissioner Garesche led the Pledge of Allegiance

ATTENDANCE

Commissioner Garesche took the roll call. It indicated as follows:

Board Attendance

PRESENT: K. Anderson, K. Garesche, J. Holden, S. Petti, K. Teehan

ABSENT: T. Roswick, S. Schneckloth

Village Attendance

C. Malec, Senior Planner, E. Swanson, Recording Secretary, K. Kluge, Code Enforcement Officer

MINUTES APPROVAL

Approve the Planning and Zoning Commission Regular meeting minutes from March 20, 2024

Motion to Approve the Planning and Zoning Commission Regular meeting minutes from March 20, 2024

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Jennifer Holden
SECONDER:	Kevin Anderson
AYES:	Kevin Anderson, Kevin Teehan, Kerry Garesche, Steven Petti, Jennifer Holden
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

None

OLD BUSINESS

Open Public Hearing - PZC-17-2023 - 1290 Townline Road

Motion to open Public Hearing PZC-17-2023.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Planning and Zoning Commission Jennifer Holden
SECONDER:	Planning and Zoning Commission Steven Petti
AYES:	Kevin Anderson, Kerry Garesche, Jennifer Holden, Steven Petti, Kevin Teehan
NAYS:	None
ABSTAIN:	None

Petitioners Sworn In

Dan Havlir, Excel Engineering and Lumi Buraga, Petitioner were sworn in. Mr. Havlir and Ms. Buraga discussed that they now have tenants applying for special uses independently. Ms. Buraga fielded questions as to why 60 day clean up deadline was not able to be met.

Open Floor to Public Commentary

No Public Comments

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	None
SECONDER:	None
AYES:	Kevin Anderson, Kevin Teehan, Kerry Garesche, Steven Petti, Jennifer Holden
NAYS:	None
ABSTAIN:	None

Close Floor to Public Commentary

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	None
SECONDER:	None
AYES:	Kevin Anderson, Kevin Teehan, Kerry Garesche, Steven Petti, Jennifer Holden
NAYS:	None
ABSTAIN:	None

Commission Discussion

Commissioners asked questions of the Code Enforcement Officer on historical issues of the property. Code Enforcement noted that code violations were primarily caused by the prior land owner and mainly foresees issues with some of the long term tenants located at the site. Further discussion on the differences between customers of the storage yard rental and tenants inside the building . The commission amended their prior condition to allow on-site tenants access to the storage yard, with the owner's permission.

PZC-17-2023 – 1290 Townline Road

Motion to recommend approval/denial of a Special Use pursuant to Section 20.40.020 to operate an Outdoor Storage Yard at 1290 Townline Road, Mundelein, Illinois, with the following conditions:

- a. [STAFF RECOMMENDS HOLDING A DISCUSSION ON CONDITIONS TO ADD OR REPEAT]

The commission discussed the above motion and had the following changes.

Motion to recommend approval of a Special Use pursuant to Section 20.40.020 to operate an Outdoor Storage Yard at 1290 Townline Road, Mundelein, Illinois, with the findings of fact as presented with the following conditions:

1. For as long as the outdoor storage yard is operational, the applicant shall establish a business entity to manage the outdoor storage yard rental, shall occupy a unity with accessible rental documentation on-site, and shall maintain a valid business registration with the Village.
2. No other entities or businesses shall utilize the outdoor storage yard for storage other than the applicant, on-site tenants, and/or customers.
3. Outdoor storage is limited to recreational vehicles, boats, operable vehicles with license plates, and small trailers. Other items are not permitted, including but not limited to: landscape supplies, materials, construction equipment, inoperable vehicles, shipping containers, and semi-truck trailers.
4. Motor vehicle repair, motor vehicle aftermarket enhancements, and maintenance to recreational vehicles is not permitted outdoors within the storage yard or adjacent parking area.
5. The permitted stored items (recreational vehicles and boats) may exceed the height of the required screening fence or wall.
6. If it is found that Parcel three extends into the Village ROW on Leighton Tower Road, then that portion of the property must be dedicated to the Village.
7. No outdoor storage shall commence until the site improvements are completed as shown in the Petitioner's packet (or as modified in accordance with Village

codes through the permit review process).

8. A cross access easement agreement between parcel one and two is to be recorded to grant parcel two access to Townline Road.
9. Wetlands area, enclosure fencing, and stormwater detention subject to Village Engineering and staff approvals.
10. The Special Use shall expire one year after ordinance approval. Upon expiration, the Village Board should evaluate compliance with conditions and code requirements, and at their discretion, may extend said expiration date or cause the Special Use to become permanent.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	None
SECONDER:	None
AYES:	Kevin Anderson, Kevin Teehan, Kerry Garesche, Steven Petti, Jennifer Holden
NAYS:	None
ABSTAIN:	None

Close Public Hearing - PZC-17-2023 - 1290 Townline Road

Motion to close Public Hearing PZC-17-2023.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Planning and Zoning Commission Jennifer Holden
SECONDER:	Planning and Zoning Commission Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Jennifer Holden, Steven Petti, Kevin Teehan
NAYS:	None
ABSTAIN:	None

NEW BUSINESS

None

QUESTIONS AND COMMENTS

None

ADJOURNMENT

Motion to Adjourn the Planning & Zoning Commission Meeting of April 3, 2024

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Planning and Zoning Commission Kevin Anderson

SECONDER:	Planning and Zoning Commission Jennifer Holden
AYES:	Kevin Anderson, Kerry Garesche, Jennifer Holden, Steven Petti, Kevin Teehan
NAYS:	None
ABSTAIN:	None

The Regular Board Meeting adjourned at 7:42 PM.



Sign-In Sheet

NAME/COMPANY

ADDRESS

PHONE/EMAIL

Name: Dan Havlir		Phone:
Company:		Email:
Name: Lumi Buraga		Phone:
Company:		Email:
Name:		Phone:
Company:		Email:
Name:		Phone:
Company:		Email:
Name:		Phone:
Company:		Email:
Name:		Phone:
Company:		Email:
Name:		Phone:
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Company:		Email:

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 1290 TOWNLINE ROAD
Property Index Numbers (PIN) 11-32-300-018
Size of Property 2.74 AC. (sq. ft. /acres)
Size of Building Space N/A (sq. ft.)
Size of Space Utilized N/A

ZONING

Current Zoning M-1, GEN. MANUFACTURING
Proposed Zoning M-1, GEN. MANUFACTURING
Current Use VACANT
Proposed Use PAVED STORAGE AREA

PETITIONER INFORMATION

Business/Org. Name Townline Properties LLC
Name Luminita Buraga Ugrynyuk
Title president /owner
Address PO BOX 5678
City, State, Zip Buffalo Grove, IL 60089
Phone 773-563-1797
Email Townlinepropertiesllc@gmail.com
Petitioner Status: ☒ Owner ☐ Lessee ☐ Contract Purchaser

PROPERTY OWNER INFORMATION

Business/Org. Name Townline Properties LLC
Name Luminita Buraga Ugrynyuk
Title president /owner
Address 1842 Richmond Ln
City, State, Zip Long Grove, IL 60047
Phone 773-563-1797
Email Townlinepropertiesllc@gmail.com

SECTION OF ZONING ORDINANCE: 20.48.040 DD

DESCRIPTION OF PROPOSED SPECIAL USE (Attach sheet if additional space, if necessary)

THE PETITIONER WOULD LIKE TO PAVE WITH ASPHALT A
VACANT UNUSED PORTION OF THE PROPERTY. THE PAVED AREA
WOULD THEN BE USED FOR RECREATIONAL VEHICLE/BOAT
STORAGE.

STANDARDS FOR GRANTING A SPECIAL USE

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

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

RESPONSES TO STANDARDS FOR GRANTING A SPECIAL USE FOR A PAVED
OUTDOOR STORAGE AREA AT 1290 TOWNLINE ROAD, MUNDELEIN,
ILLINOIS

- a. The establishment, maintenance and operation of a paved outdoor storage area at the subject property will not endanger the public health, safety or general welfare of any portion of the community.
- b. The proposed paved outdoor storage area is compatible with adjacent properties and other property within the immediate vicinity of the proposed paved outdoor storage area.
- c. The proposed paved outdoor storage area at 1290 Townline Road in Mundelein, Illinois is consistent with the spirit and intent of the Village Zoning Ordinance and Village land use policies.
- d. The proposed paved outdoor storage area conforms to the applicable regulations of the M-1, General Manufacturing zoning district in which it is to be located.

2328response.DOC

PAGE 4A

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF ~~LAKE~~ Cook
STATE OF ILLINOIS)
)

I, Luminita Buraga Ugrynyuk, under oath, state that I am

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

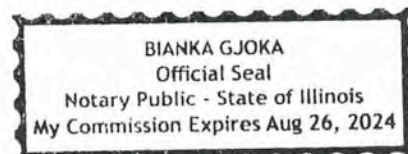
commonly described as (Address) 1290 TOWNLINE ROAD and that such property is owned by
(Printed Name) Townline Properties LLC as of this date. As owner of the property, I do
hereby authorize DANIEL M. HAVLIK (Printed Name or Not Applicable) to represent me in the following
Planning and Zoning Commission/Village Board matter, PAVING OF VACANT
PART OF LOT TO USE FOR RV/BOAT STORAGE (Action).

[Signature]
Signature

Subscribed and sworn to before me

this 24 day of October, 2023.

Blanka Gjoka
Notary Public Signature



SITE VISIT AUTHORIZATION

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

(Address) 1290 TOWNLINE ROAD

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

If Owner or if Owner is a
Corporation or Partnership:

[Signature] 10-24-2023
Signature of Owner Date

By Luminita Buraga Ugrynyuk
President/owner Townline Properties LLC
Title/Full Corporate Name

~~If Contract Purchaser:~~

~~Signature of Contract Purchaser Date~~

~~By _____~~

~~Title/Full Corporate Name~~

~~If Lessee (Corporate or Partnership):~~

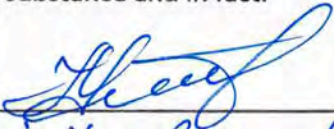
~~Signature of Lessee Date~~

~~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): 
Printed Name: Luminita Buraga Ugrynyuk

Date: 10-24-2023
Title: owner/president

Signature (Owner): _____
Printed Name: _____

Date: _____
Title: _____

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

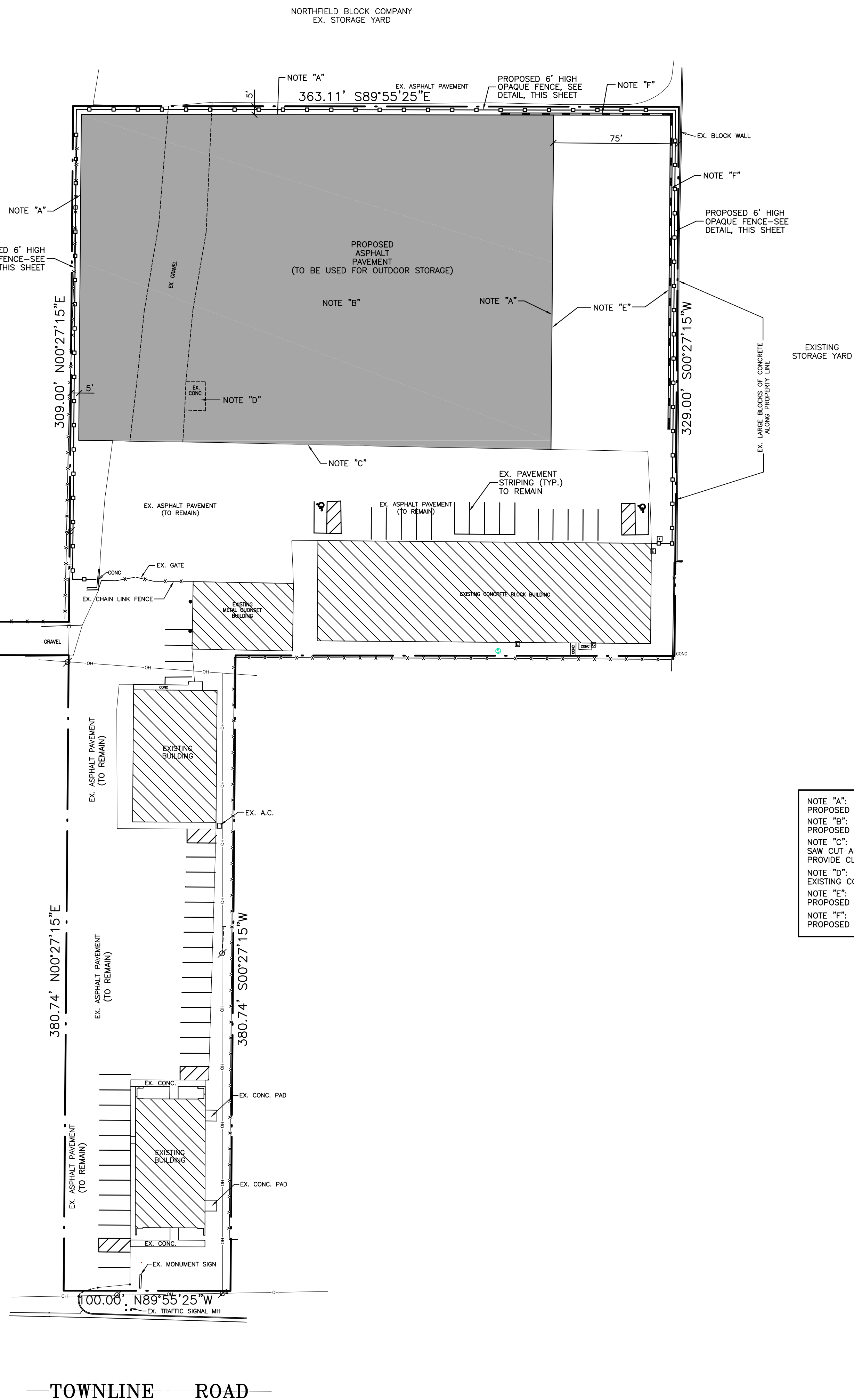
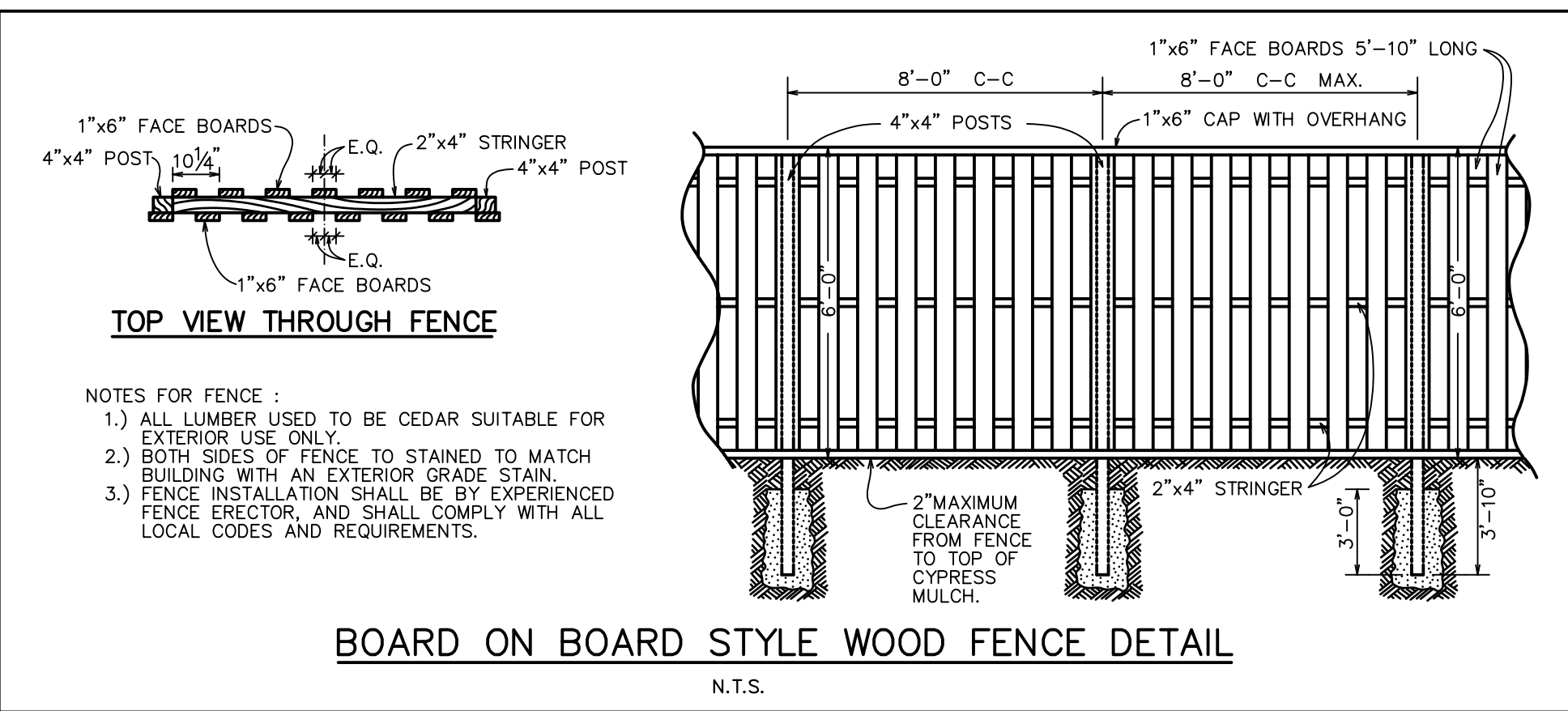
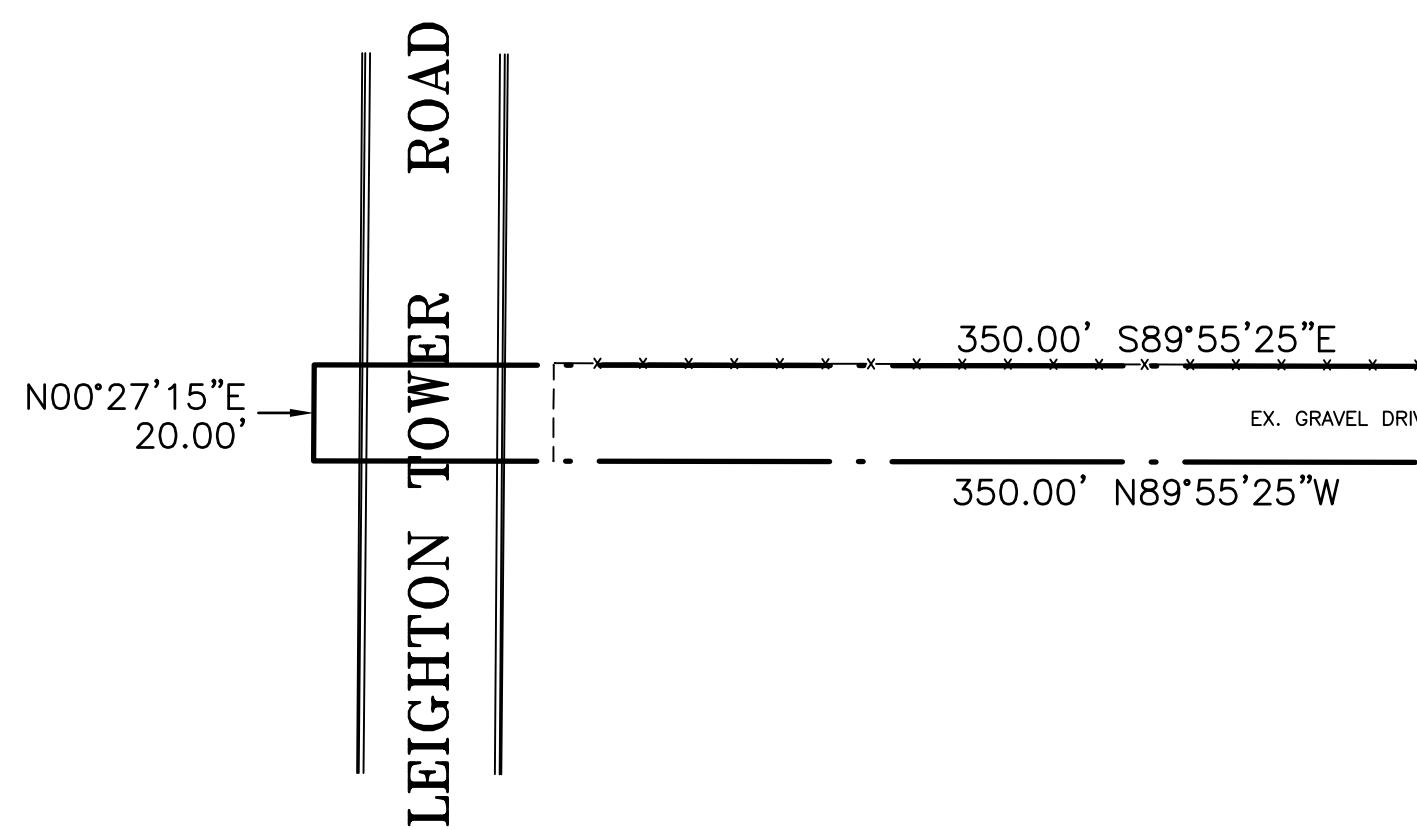
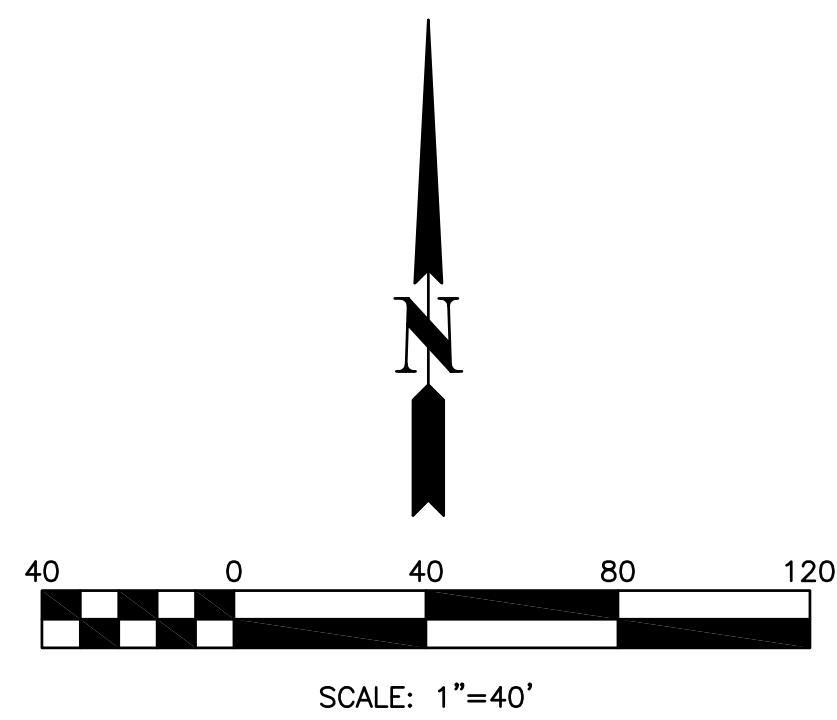
Signature Contract Purchaser: _____
Printed Name: _____

Date: _____
Title: _____

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

Signature Lessee: _____
Printed Name: _____

Date: _____
Title: _____



	OPERATES 24 HOURS 6 DAYS	CALL JULIE 1-800-892-0123
	WITH THE FOLLOWING: _____	
	COUNTY _____	LAKE _____
	CITY-TOWNSHIP _____ MUNDELEIN _____	
	SEC. & 1/4 SEC. NO. # SW 1/4 32-44-11	
48 HOURS BEFORE YOU DIG		
EXCLUDING SAT., SUN. & HOLIDAYS		

SPECIAL NOTE:

Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS

NORTHWESTERN ENGINEERING

CONSULTANTS, P.C.

675 N. NORTH COURT PALATKA, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695 EXP. 4-30-25

SITE PLAN
NEW PAVED OUTDOOR STORAGE AREA
1290 TOWNLINE ROAD
MUNDELEIN, ILLINOIS

[illegible]

PLAT OF SURVEY
ALTA \NSPS LAND TITLE SURVEY
by
Michael J. Emmert Surveys, Inc.

FLOOD ZONE

MICHAEL J. EMMERT SURVEYS, INC. DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY OF THE FEDERAL INSURANCE ADMINISTRATION AND DETERMINED THE FOLLOWING:
PROPERTY IS LOCATED WITHIN COMMUNITY NUMBER - 170782
ON MAP DATED - SEPTEMBER 18, 2013
ON PANEL NUMBER - 17097C0251K
AND FIND THAT THE PROPERTY IS LOCATED WITHIN ZONE C (AREA OF MINIMAL FLOODING)

BEARING BASIS

THE CENTERLINE OF TOWNLINE ROAD IS ASSUMED TO BE NORTH 89 DEGREES 55 MINUTES 25 SECONDS WEST

PARKING

AS BUILT PARKING SUMMARY
REGULAR SPACES - 40
HANDICAP SPACES - 5
TOTAL SPACES - 45

LEGALLY DESCRIBED AS FOLLOWS:

PARCEL 1:
THE SOUTH 450 FEET OF THE EAST 100 FEET OF THE WEST 450 FEET (EXCEPT THAT PART THEREOF DEDICATED FOR ROAD PER DOCUMENT 339736 RECORDED NOVEMBER 27, 1929 ALSO EXCEPT THAT PART THEREOF CONVEYED PER DOCUMENT 2624246 RECORDED OCTOBER 22, 1987) OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.
PARCEL 2:
THE NORTH 329 FEET OF THE SOUTH 779 FEET OF THE EAST 363.11 FEET OF THE WEST 713.11 FEET OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.
PARCEL 3:
THE NORTH 20 FEET OF THE SOUTH 470 FEET OF THE WEST 350 FEET OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

CONTAINING 164,580 SQ. FT. OR 2.7782 ACRES MORE OR LESS

THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN SCHEDULE A OF TITLE INSURANCE COMMITMENT NUMBER 22011056WF BEARING AN EFFECTIVE DATE OF FEBRUARY 28, 2023 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY

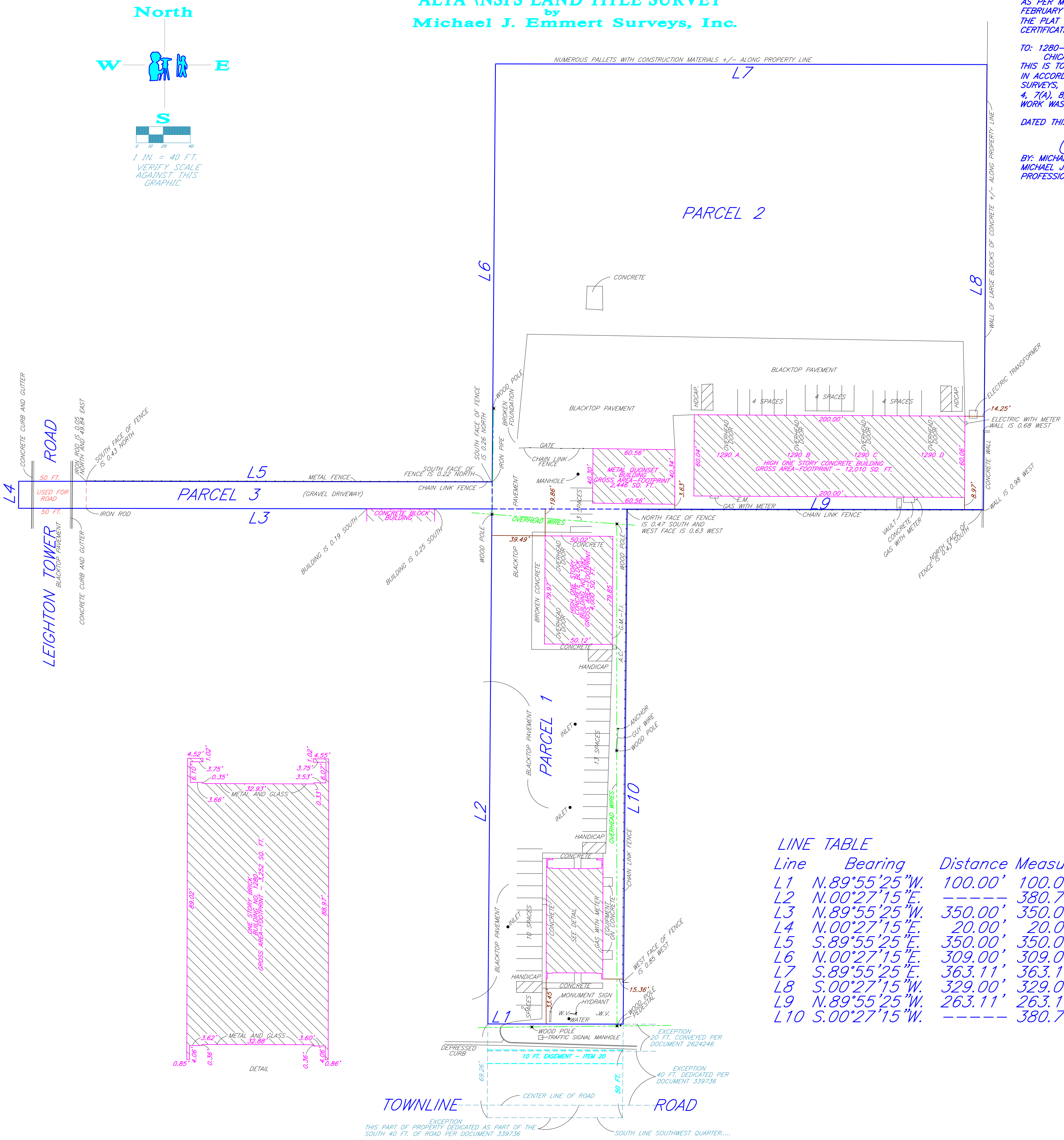
THE SUBJECT PROPERTY ADJOINS TOWNLINE ROAD (A PUBLIC STREET) ON THE SOUTH.
DIRECT ACCESS IS PROVIDED BY THE FOREMENTIONED STREET.

SCHEDULE B GENERAL EXCEPTIONS

ITEMS 1 THROUGH 7 - NOT SURVEY RELATED
8. PERMANENT TAX NUMBER 11-32-300-041
9. PERMANENT TAX NUMBER 11-32-300-018
10. PERMANENT TAX NUMBER 11-32-300-022
ITEMS 11 THROUGH 19 - NOT SURVEY RELATED
20. 10 FT. EASEMENT DOCUMENT 1606941 - PLOTTED
ITEMS 21 AND 22 - NOT SURVEY RELATED
23. EASEMENT DOCUMENT 155445 RECORDED SEPTEMBER 29, 1941 - BLANKET IN NATURE - AFFECTS PARCEL 1
24. EASEMENT DOCUMENT 1169586 RECORDED NOVEMBER 27, 1962 - DOCUMENT NOT PROVIDED - EASEMENT DOES NOT AFFECT PARCEL 2
25. ROAD DEDICATION DOCUMENT 339736 - SEE EXCEPTION IN PARCEL 1
ITEMS 26 AND 27 - NOT SURVEY RELATED
END OF SCHEDULE B

NOTES

1. SURVEY SHOWN HEREON IS AN "AS-BUILT" SURVEY.
2. SURVEY SHOWN HEREON IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS AND NO UNDERGROUND INFORMATION IS INTENDED TO BE PROVIDED.
3. ALL UTILITIES APPEAR TO ENTER THE PROPERTY VIA A PUBLIC RIGHT OF WAY.
4. THE SUBJECT PROPERTY APPEARS TO DRAIN INTO A PUBLIC RIGHT OF WAY.
5. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
6. THERE ARE NO CHANGES IN STREET RIGHT O WAY LINES EITHER COMPLETED OR PROPOSED TO THE BEST OF OUR KNOWLEDGE AND AVAILABLE FROM THE CONTROLLING JURISDICTION.
7. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
8. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OR CEMETERY.
9. NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED, NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.

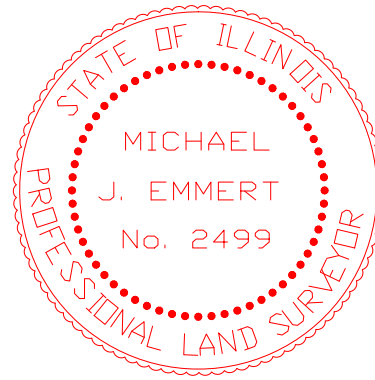


AS PER MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS EFFECTIVE FEBRUARY 23, 2021 ITEM 7 CERTIFICATION
THE PLAT OR MAP OF AN ALTA/NSPS LAND TITLE SURVEY SHALL BEAR ONLY THE FOLLOWING CERTIFICATION, UNALTERED, EXCEPT AS MAY BE REQUIRED PURSUANT TO SECTION 3.8

TO: 1280-90 LLC AND
CHICAGO TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2016, AND INCLUDES ITEMS 2, 3, 4, 7(A), 8, 9, 16, 17 AND 20 (ABOVE GROUND VISIBLE UTILITIES) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 1, 2023

DATED THIS 1ST DAY OF MARCH, 2023

BY: MICHAEL J. EMMERT SURVEYS, INC.
MICHAEL J. EMMERT PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



mike@mjesurveys.com
Michael J. Emmert Surveys, Inc.
185 East Vallette Street
Elmhurst, Illinois 60126
Office 630-516-0383

SYMBOLS

- POST
- HYDRANT
- MANHOLE
- SIGN
- LIGHT
- UTILITY POLE
- CONCRETE CURB
- CURB AND GUTTER
- CONCRETE WALK

A.C. - AIR CONDITIONER
W.M. - WATER METER
G.M. - GAS METER
T.I. - TELEPHONE INTERFACE
C.S. - CABLE SERVICE
E.M. - ELECTRIC METER
W.V. - WATER VALVE

LINE TABLE

Line	Bearing	Distance	Measure
L1	N.89°55'25"W.	100.00'	100.00'
L2	N.00°27'15"E.	---	380.74'
L3	N.89°55'25"W.	350.00'	350.00'
L4	N.00°27'15"E.	20.00'	20.00'
L5	S.89°55'25"E.	350.00'	350.00'
L6	N.00°27'15"E.	309.00'	309.00'
L7	S.89°55'25"E.	363.11'	363.11'
L8	S.00°27'15"W.	329.00'	329.00'
L9	N.89°55'25"W.	263.11'	263.11'
L10	S.00°27'15"W.	---	380.74'

1280 - 1290 TOWNLINE ROAD
MUNDELEIN, ILLINOIS

SCALE: 1" = 40'	CHKD. / AP'VD:
DATE: MARCH 1, 2023	APPROVED:
DWN. BY: MJE	
CHKD. BY: DME	

1290 TOWNLINE ROAD
MUNDELEIN, ILLINOIS

All roadway and pavement construction shall comply with the requirements of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, except as may be modified by the project plans and specifications.

2. All sewer and storm construction shall comply with the requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois", Illinois Municipal League, latest edition, except as may be modified by project plans and specifications.

3. Water mains shall be protected in accordance with the requirements of the Illinois EPA. Where a sewer crosses below a water main, a minimum vertical separation of 18" shall be provided between the top of the sewer pipe and the bottom of the water main pipe. Where this 18" vertical separation is not provided or when the water main crosses below the sewer, the sewer shall be constructed to water main standards for a minimum of 10 feet on each side of the water main. Where a water main crosses below a sewer, the sewer shall be constructed to water main standards. Vertical separation shall be provided in all cases. Minimum water main cover is 5'-6". Minimum horizontal separation of 10' between sewer and water main is required.

4. All sewer and water main trenches within 20 feet of existing or proposed curbs, sidewalks, or pavement shall be backfilled with compacted porous granular backfill (IDOT gradation CA-6).

5. Commonwealth Edison, A.T.&T., Nicor Gas and other utility company facilities are not necessarily shown on the drawings and must be located in the field prior to construction. Call J.U.I.I.E. (1-800-892-0123) at least 48 hours before you start construction.

6. Any pavement or other improvements disturbed by contractor's operations shall be replaced in kind at no additional cost.

7. Valve vault, catch basin, and manhole covers and rings shall be set in workmanlike manner in mastic bed.

8. All manhole and catch basin elevations shown are NAVD 83. All manhole and catch basin elevations shall be in accordance with the Village of Mundelein Building, Engineering, and Public Works Department plans shall be notified at least two working days prior to start of construction.

10. All structures shall be clean at time of final acceptance by the Village at no additional cost.

11. All work must meet all applicable local codes and requirements.

12. Water and sewer locations are shown on the drawing from the best available information and must be located in the field by the contractor prior to construction. Any discrepancy that the contractor may find with the plan shall be immediately reported to the engineer and the Village for resolution prior to proceeding with construction.

13. Valve vaults shall be stamped "Water", storm manhole covers shall be stamped "Storm", and sanitary manhole covers shall be stamped "Sanitary".

14. Sanitary sewer pipe shall be PVC SDRE 26 pipe meeting the requirements of ASTM D-3034 with flexible elastomeric joints per ASTM D-3212, unless otherwise noted on the drawings.

15. Ductile iron pipe shall be Class 150 pipe meeting the requirements of ANSI specification A21.51, with push-on rubber gasket joints ANSI A21.1. All D.I. sewer pipe shall be polyethylene wrapped, 8 mil thick per ANSI D21.5-1972 and AWWA C-105.

16. Storm 18" and 24" pipe, 1" in size, with a minimum depth of 6" below the pipe and 12" above the pipe shall be provided for all sanitary sewer construction (IDOT gradation CA-11 or CA-13).

17. All floor drains shall be connected to the sanitary sewer system. All down spouts and footing drains shall discharge into the storm sewer system.

18. All sanitary pipe and pipe couplings shall be used in the connection of sewer pipe of dissimilar materials. Concrete thrust blocks to prevent movement of water main under pressure shall be placed at all tees, valves, and bends of 11 1/4" and greater.

19. Storm sewer pipe shall be PVC SDRE 26 pipe meeting the requirements of ASTM D 3034 with flexible elastomeric joints per ASTM D-3212, unless otherwise noted on the drawings.

21. Water service line (2" and smaller) shall be copper water tube, type K, soft temper for underground service conforming to ASTM B-88 and B251 and also conforming to all Village of Mundelein requirements. Water mains and service lines larger than 24" shall be cemented ductile iron pipe, Class 52, conforming to AWWA spec. C151, C-111 and C-104 with push-on rubber gasket joints. All fittings to be listed. Sterilization and pressure testing in accordance with the local governing authority's requirements is included. All ductile iron manholes shall be polyethylene wrapped, 8 mil thick per ANSI D21.5-1972 and AWWA C-105-72.

22. The contractor shall indemnify the Village of Mundelein, its Board of Trustees, Engineering Consultants P.C., and the municipality, their agents, etc., from all liability involved with the construction, installation and testing of the work on this project. The Contractor(s) is (are) solely responsible for jobsite safety. The design engineer will not be responsible for the means, methods, procedures, techniques, or sequences of construction not specified herein, nor for the safety on the job site.

23. The Village design engineer shall be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

41. All concrete used shall be I.D.O.T. Class III, except for concrete pavement which shall be I.D.O.T. Class PV.

42. The contractor shall be responsible for the construction, installation and testing of the work on this project. The contractor shall take whatever steps are necessary to control erosion on the site. Erosion control features shall be constructed concurrently with other work on the site. The contractor shall take sufficient precaution to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful material. He shall conduct erosion control measures as follows: a. Erosion control measures shall be installed and maintained. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets. Adjacent streets and driveways shall be manually or mechanically swept periodically as may be required to maintain clean conditions.

43. When a design engineer is not present on the main by means other than on existing, yet, or an existing manhole, one of the following methods shall be used:

A. Circular saw-cut of sewer main by proper tools ("Sewer-Tap" machine or similar) and proper installation of hub-wye saddle or hub-tee saddle.

B. Bore an entire section of pipe by breaking out the top of one bell and replace with a wye or tee branch section.

C. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "Power Seal" or "Power Seal" coupling (hole arm) in place.

44. All existing field drainage tie encountered or damaged during construction are to be restored to their original condition, properly rerouted and/or connected to the storm sewer system. The contractor shall keep a record of all locations of field drainage tie encountered, and shall notify the Village Engineer whenever encountering a drainage tie.

45. The contractor is to be responsible for the safety of all personnel and equipment on the job site. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets. Adjacent streets and driveways shall be manually or mechanically swept periodically as may be required to maintain clean conditions.

46. The contractor shall be responsible for compliance with all of the requirements of the Occupational Safety and Health Act including those requirements for open cut trenches and sheeting and bracing required. At no time will the engineer or any of his employees be held liable, either directly or as third party participants to any litigation concerned with the construction project.

47. The contractor and his employees are responsible to comply with all the requirements of the IDOT "Confined Space Entry Policy" as published by IDOT current edition, insofar as it relates to entry into manholes, sewers, pipes, lift stations, vaults, wet wells, tanks, and other confined spaces that may be involved with this project.

48. All existing buildings, foundations, utilities, landscaping, fences, and other improvements on adjacent properties shall be protected at all times during construction. The contractor is responsible to provide and install materials, equipment, and/or manpower necessary to accomplish this.

49. In order to prevent damage due to settlement, structural support shall be provided for the upper pipe at all water crossings and at all times during construction. The contractor shall comply with the Section of Illinois "Standard Specifications for Water and Sewer Main Construction in Illinois", as shown in the "Standard Specifications for Water and Sewer Main Construction in Illinois", 2014 edition.

50. Any new sanitary sewer pipe shall be tested in accordance with the requirements in the "Standard Specifications for Water and Sewer Main Construction in Illinois", Illinois Municipal League, latest edition.

51. All construction and traffic control within the highway rights-of-way shall comply with all I.D.O.T. and Village requirements. Pavement, curb, concrete walk or any other improvements disturbed by contractor's operation shall be replaced in kind. Cost of traffic control and replacement of disturbed items shall be considered incidental to the contract.

52. All excavation and replacement of disturbed items shall be considered incidental to the contract.

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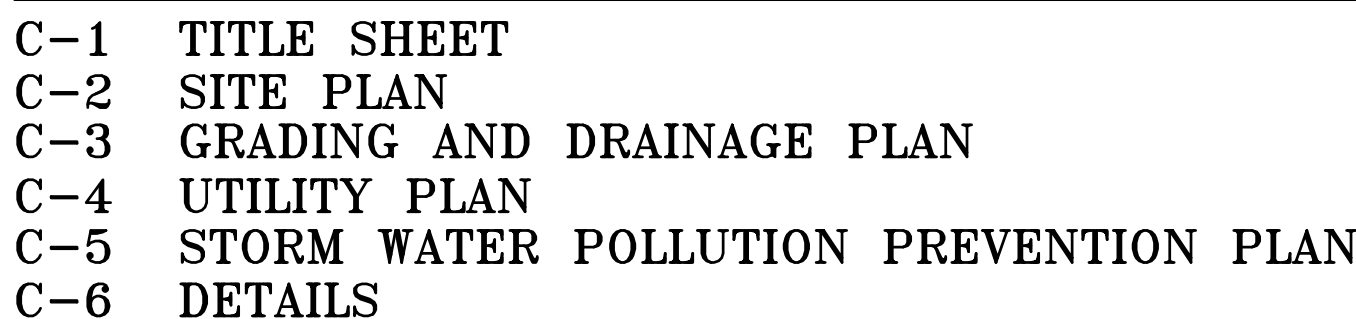
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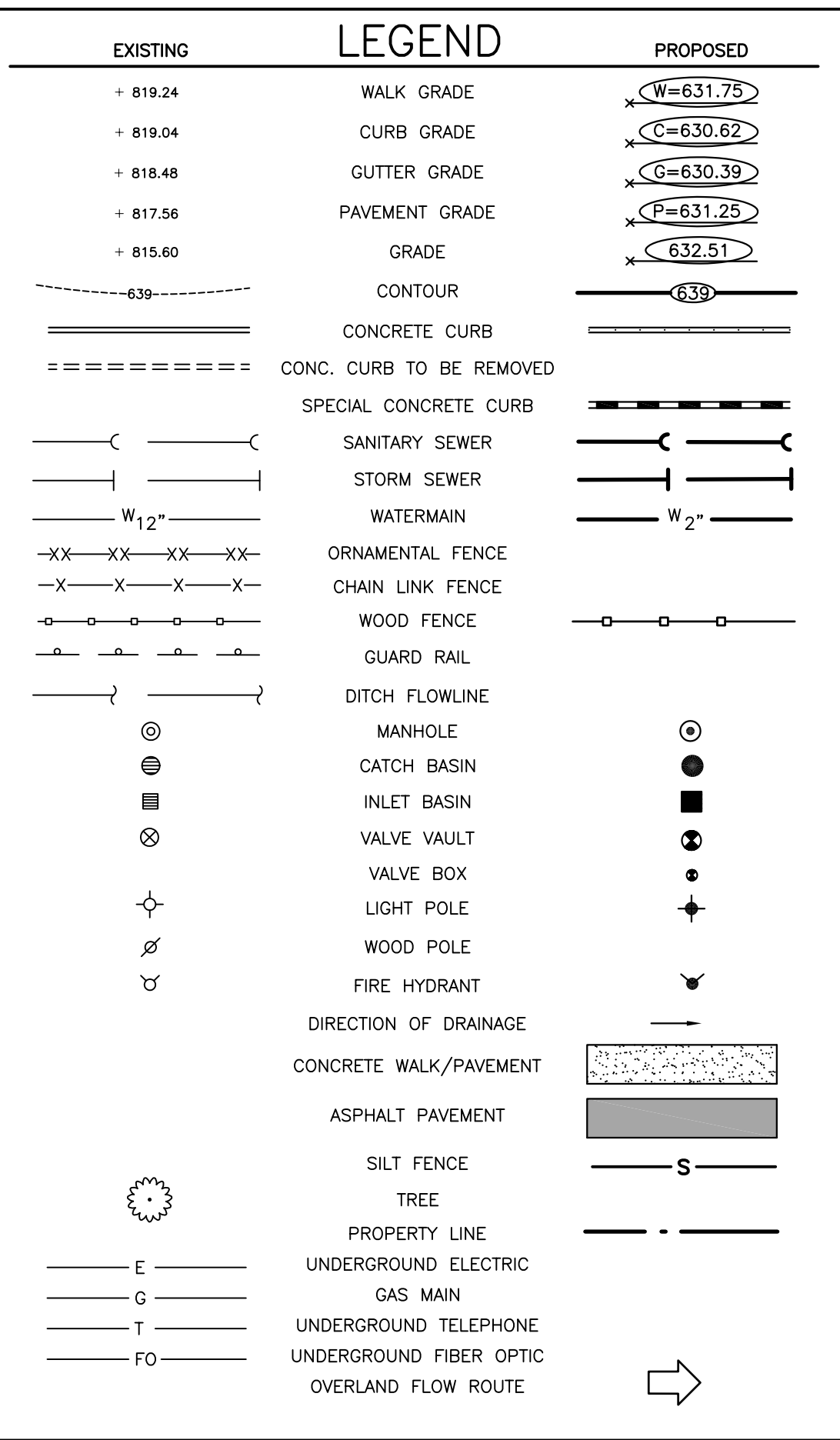
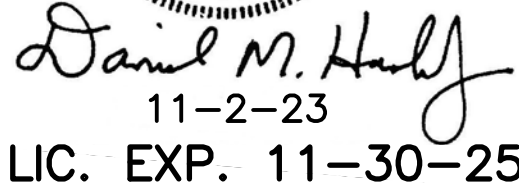
13



BENCHMARK NO.1 = 722.38 (NAVD88 DATUM) = BENCH TIE IN
UTILITY POLE LOCATED ALONG THE MAIN WESTERLY PROPERTY
LINE OF THE SITE, APPROXIMATELY 375 FEET NORTH OF THE
SOUTHWEST CORNER OF THE PARCEL.

OWNER
MS. LUMINITA BURAGA UGRYNYUK
TOWNLINE PROPERTIES LLC
P.O. BOX 5678
BUFFALO GROVE, IL 60089
773-563-1797

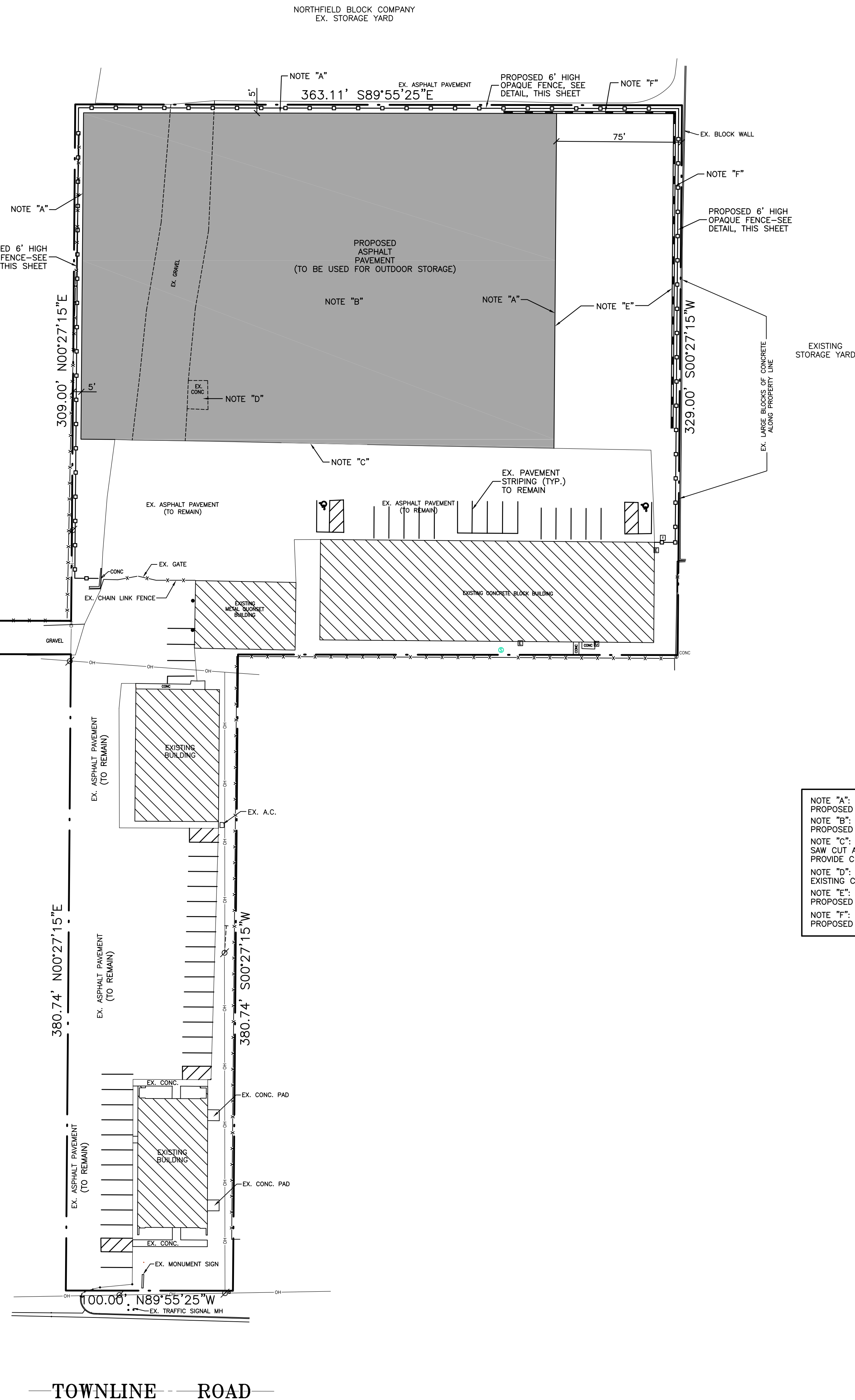
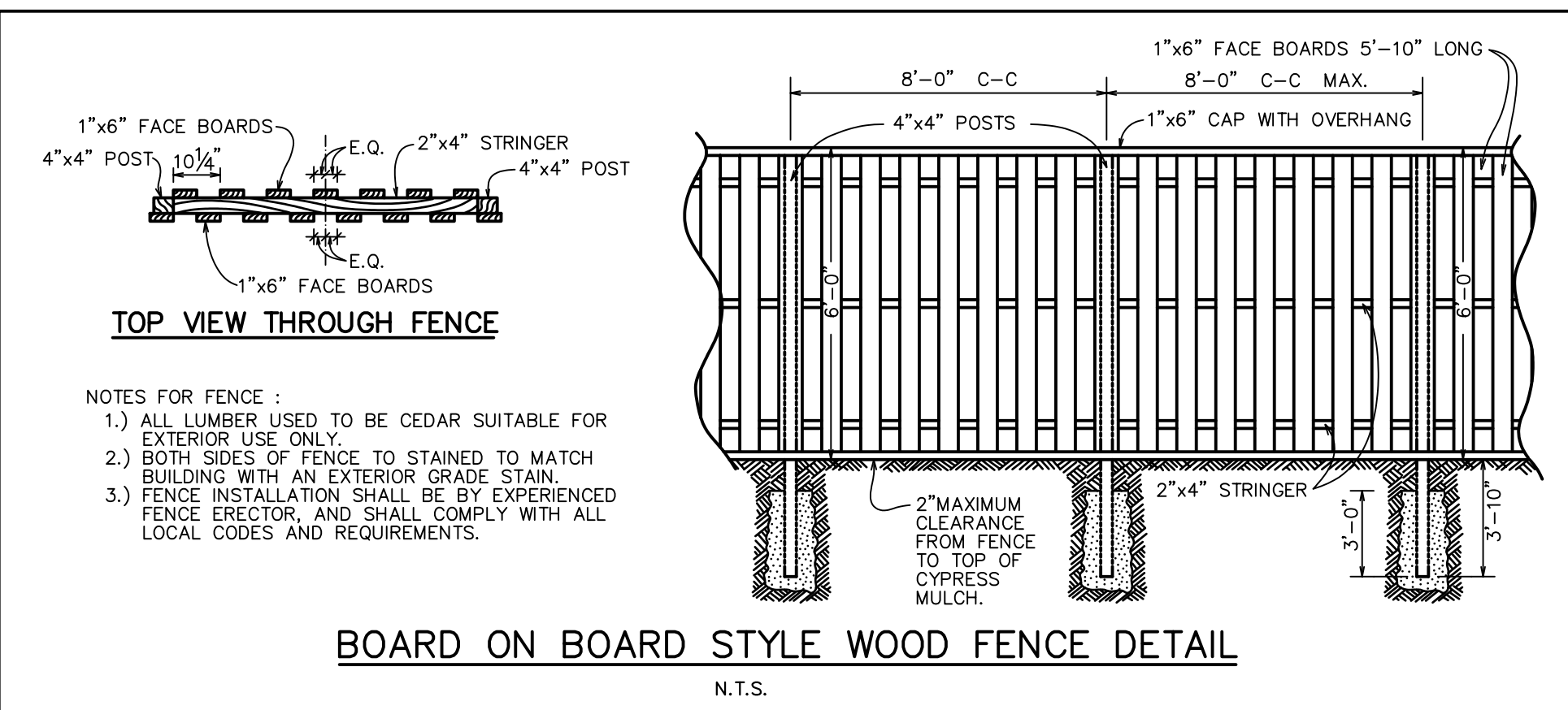
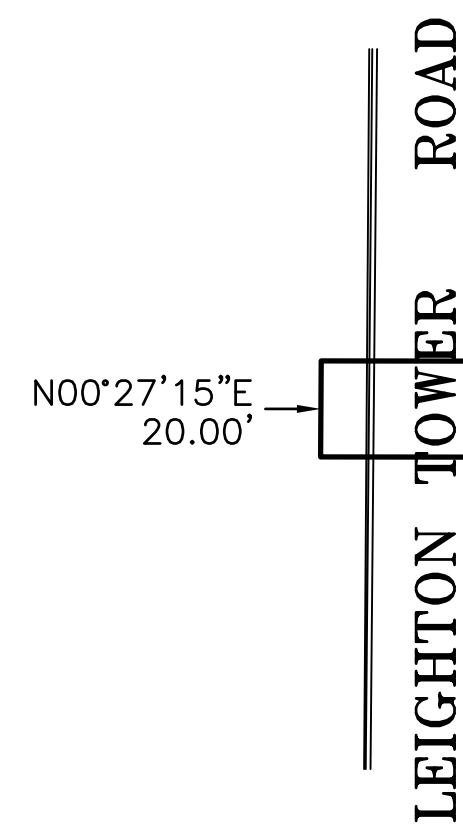
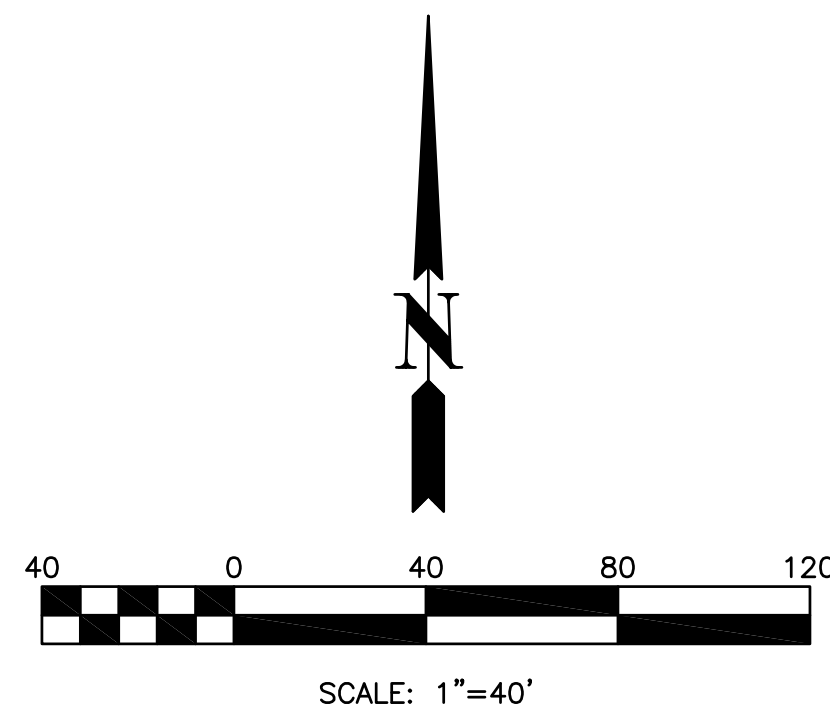
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695
 LICENSE EXPIRES APRIL 30, 2025
 675 N. NORTH COURT
 PALATINE, ILLINOIS 60067
 (847) 520-8410
 OCTOBER 20, 2023



1. All work shall be performed in a manner so as not to unreasonably impair or interfere with the use, occupancy or enjoyment of, or with any business conducted on, any adjacent property.
2. At all times during the performance of any Work all areas other than the construction site proper and the storage area shall be kept free from any loose dirt, debris, equipment or construction materials relating to the work.
3. Upon completion of the Work, Constructing Party shall promptly restore the area to as good or better condition than existed before the use of the area commenced. Restoration shall include, without limitation, clearing the areas of all loose dirt, debris, equipment and construction materials, the replacement or restoration of any damaged or missing curbs and sidewalks, and the repair or replacement of any and all damaged areas or improvements.

THE CONTRACTOR SHALL AT ALL TIMES CONDUCT HIS WORK IN A MANNER AS TO MINIMIZE HAZARDS TO VEHICULAR AND PEDESTRIAN TRAFFIC. TRAFFIC CONTROLS AND WORK SITE PROTECTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 6 (TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS) OF THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. ALL SIGNS, BARRICADES, FLAGGERS, ETC. REQUIRED FOR TRAFFIC CONTROL SHALL BE FURNISHED BY THE CONTRACTOR. ANY WORK IN THE TOWNLINE ROAD AND LEIGHTON TOWER RIGHTS OF WAY SHALL COMPLY WITH ALL IDOT AND VILLAGE OF MUNDELEIN STANDARDS AND REQUIREMENTS.

SPECIAL NOTE TO CONTRACTOR
THE CONTRACTOR IS ADVISED THAT EXISTING STORM WATER
MANAGEMENT FACILITIES (A STORM SEWER SYSTEM) SERVING
THE PROPOSED CONSTRUCTION AREA ARE CURRENTLY IN
PLACE AND IN SERVICE. THE CONTRACTOR SHALL INSTALL
AND MAINTAIN ALL EROSION CONTROL FACILITIES AS REQUIRED
SUCH THAT NO SILTATION FROM THE CONSTRUCTION PROJECT
IS TRIBUTARY TO THESE EXISTING STORM SEWER FACILITIES.



	OPERATES 24 HOURS 365 DAYS	CALL JULIE 1-800-892-0123
		WITH THE FOLLOWING: _____
	COUNTY _____	LAKE _____
	CITY-TOWNSHIP _____	MUNDELEIN _____
	SEC. & 1/4 SEC. NO. # SW 1/4 32-44-11	
48 HOURS BEFORE YOU DIG EXCLUDING SAT., SUN. & HOLIDAYS		

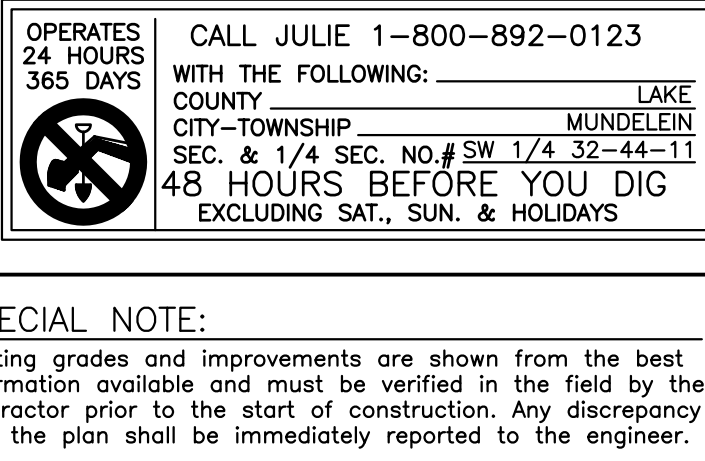
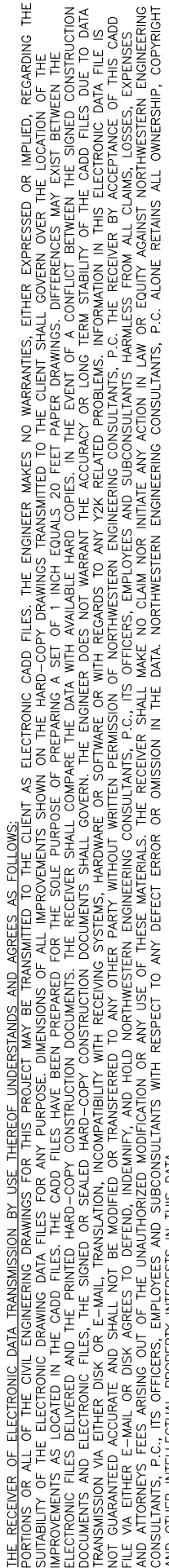
SPECIAL NOTE:

Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

CIVIL ENGINEERS SITE PLANNERS LAND SURVYORS
NORTHWESTERN ENGINEERING
CONSULTANTS, P.C.
675 N. NORTH COURT PALATKA, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695 EXP. 4-30-25

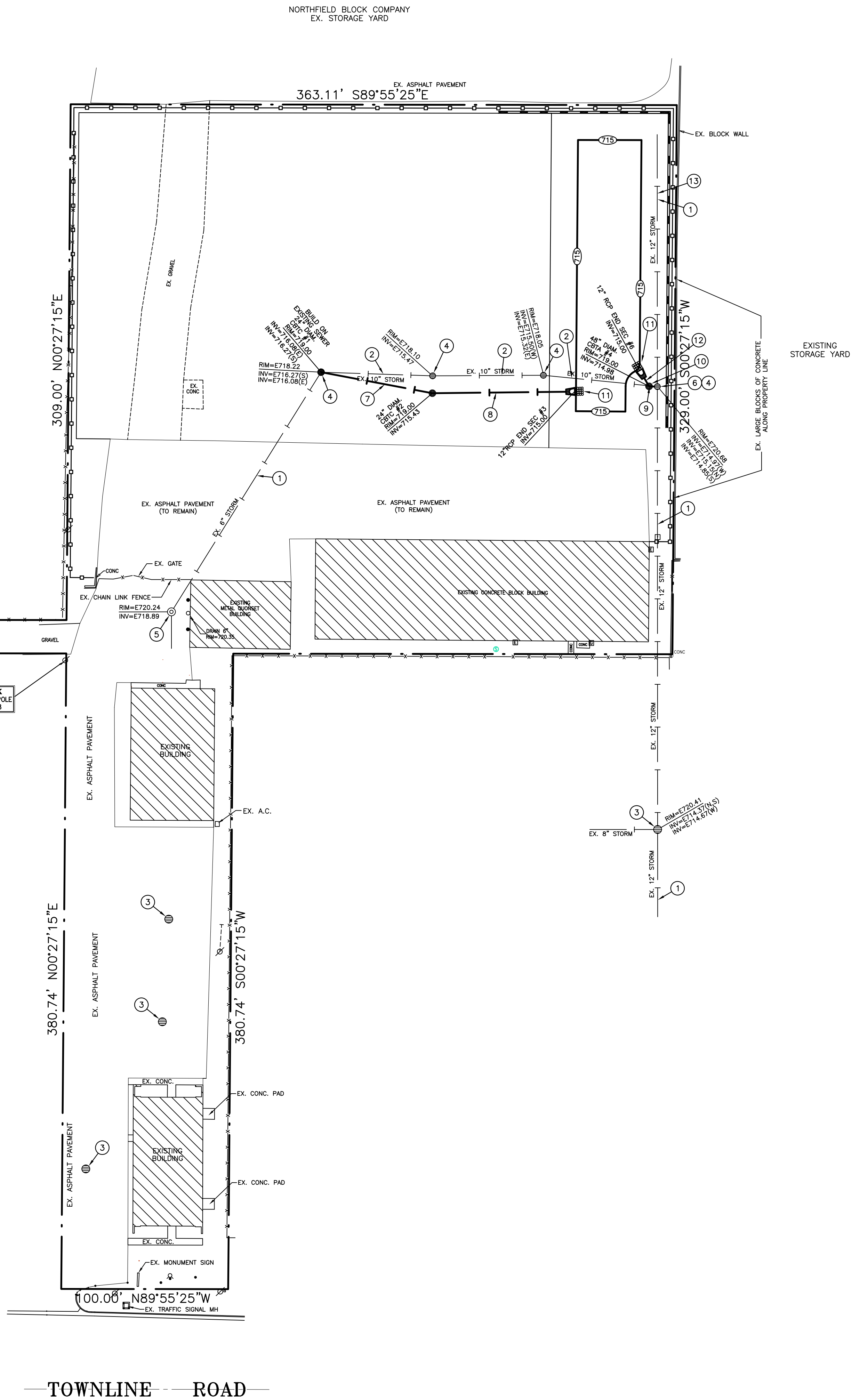
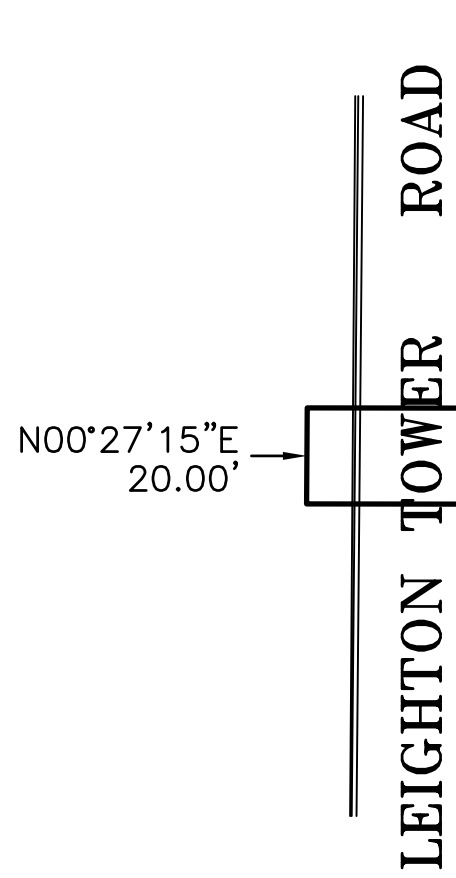
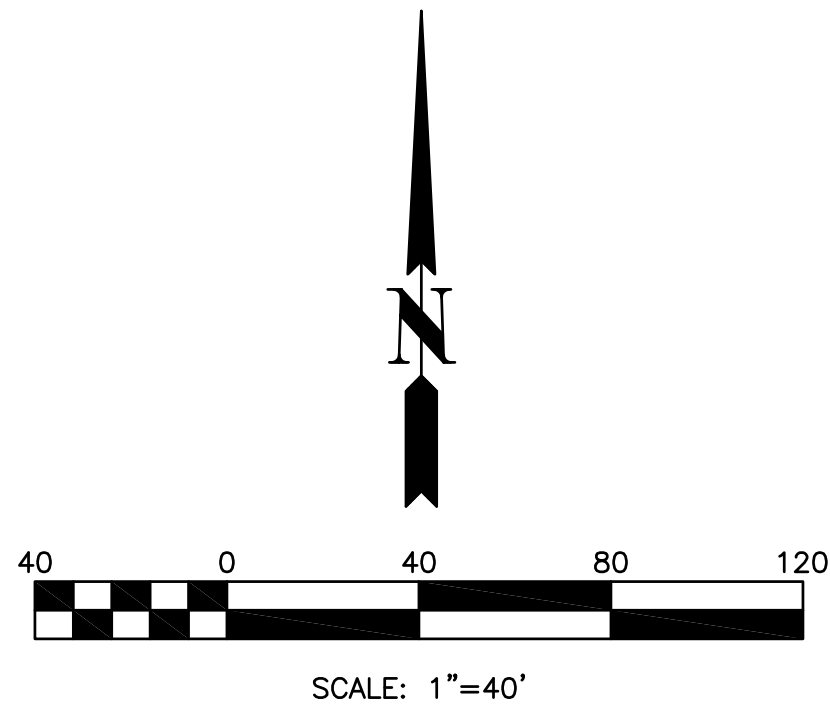
SITE PLAN
NEW PAVED OUTDOOR STORAGE AREA
1290 TOWNLINE ROAD
MUNDELEIN, ILLINOIS

[illegible]



GRADING AND DRAINAGE PLAN
NEW PAVED OUTDOOR STORAGE AREA
1290 TOWNLINE ROAD
MUNDELEIN, ILLINOIS

Page 58 of 253

[illegible]

	OPERATES 24 HOURS 365 DAYS	CALL JULIE 1-800-892-0123
		WITH THE FOLLOWING: _____
	COUNTY _____	LAKE _____
	CITY-TOWNSHIP _____	MUNDELEIN _____
	SEC. & 1/4 SEC. NO. # SW 1/4 32-44-11	

48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

NOTE:
Prior to the start of construction, the contractor shall expose any utilities or other obstructions to be crossed by the proposed sewer, and shall notify the engineer immediately if there are any conflicts with the proposed sewer grade.

GENERAL NOTES

THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH BUILDING SERVICE LINE FROM THE EXISTING AND/OR MECHANICAL DRAWINGS AND SHALL COORDINATE UTILITY SERVICE LINE LOCATION WITH SAME. CONTRACTOR SHALL COORDINATE ALL WORK WITH UTILITY COMPANIES (SEWER, WATER, ELECTRIC, GAS, TELEPHONE, ETC.).

IF ANY EXISTING SEWER, WATER OR OTHER UTILITY LINES OR STRUCTURES (MANHOLE, ETC.) LINDER OR WITHIN 5' OF THE PROPOSED BUILDING OR TRASH ENCLOSURE SHALL BE REMOVED, PLUG ENDS OF REMAINING UTILITY LINES. BACKFILL TRENCHES WITH SELECTED GRANULAR BACKFILL COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY IN 8" LIFTS.

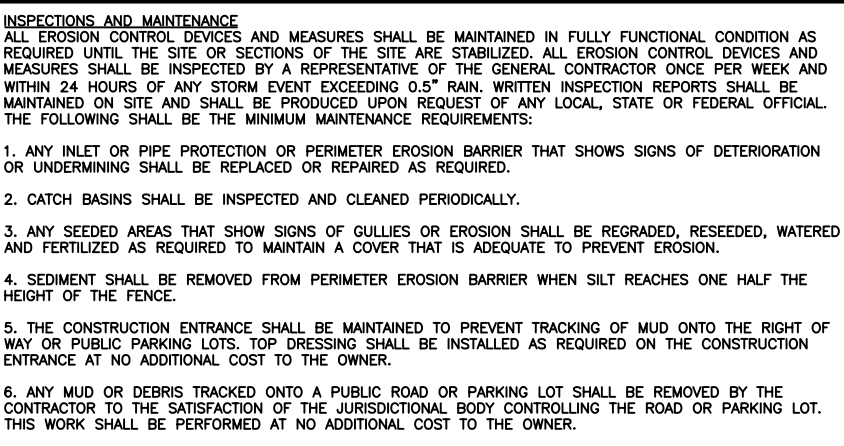
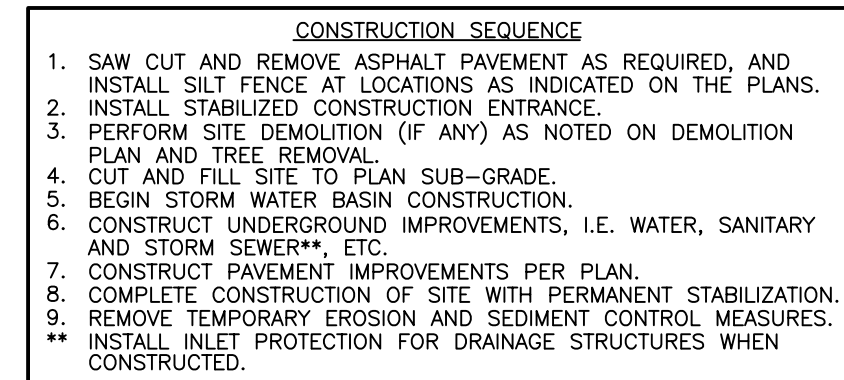
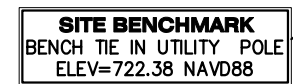
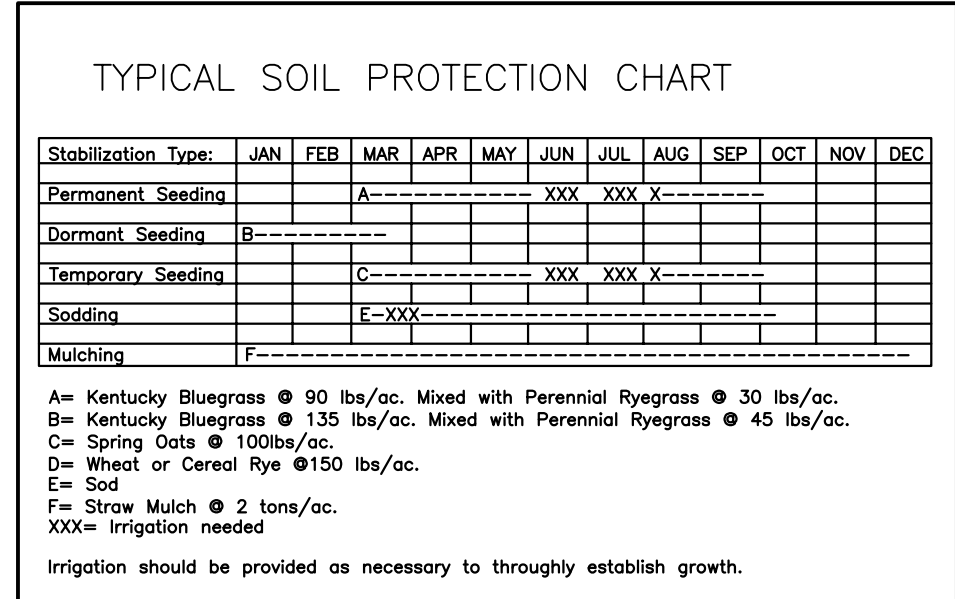
SPECIAL NOTE

The locations of existing underground utilities, such as water mains, sewers, gas lines, electric lines, telephone lines, etc., as shown on the plans have been determined from the best available information and is given for the convenience of the contractor. However, the engineer and owner do not assume responsibility for the accuracy of the locations shown. It shall be the contractor's responsibility to contact all utility companies and their facilities shall be located prior to any work.

- UTILITY NOTES
- ① EXISTING STORM SEWER TO REMAIN.
 - ② EXISTING STORM SEWER TO BE REMOVED.
 - ③ EXISTING CATCH BASIN TO REMAIN.
 - ④ EXISTING CATCH BASIN TO BE REMOVED.
 - ⑤ EXISTING MANHOLE TO REMAIN.
 - ⑥ NEW 48" CATCH BASIN TYPE A #5 SHALL BE INSTALLED IN PLACE OF THE EXISTING CATCH BASIN.
RIM=719.25
INV(N)=715.15
INV(S)=714.85
INV(W)=714.95
 - ⑦ 68 LF 12" RCP C76 CL IV STORM SEWER S=0.96%
 - ⑧ 80 LF 12" RCP C76 CL IV STORM SEWER S=0.54%
 - ⑨ 5 LF 12" RCP C76 CL IV STORM SEWER S=0.50%
 - ⑩ INSTALL 25' DIAM. RESTRICTOR IN CATCH BASIN OUTLET PIPE. SEE DETAIL, SHEET C-6.
 - ⑪ INSTALL 25 S.F. OF 6"-8" DIAMETER COBBLESTONE RIP RAP, 16" THICK, AND CRUSHED CONCRETE (OR LIMESTONE) IN BASIN AT END OF STORM SEWER PIPE.
 - ⑫ 4 LF 12" RCP C76 CL IV STORM SEWER S=0.50%
 - ⑬ IF THERE IS LESS THAN ONE FOOT OF COVER OVER THE EXISTING 12" STORM SEWER NORTH OF NEW CB#5 AFTER THE DETENTION BASIN HAS BEEN GRADED, THE 12" STORM SEWER SHALL BE REMOVED AND REPLACED IMMEDIATELY WEST OF THE NEW RETAINING WALL. THE CONTRACTOR SHALL FURNISH AND INSTALL 12" BENDS AND CONNECTORS AS REQUIRED AT EACH END OF THE RELOCATED SECTION OF SEWER IN ORDER THAT SEWER FLOW IS MAINTAINED. DRAINAGE OF UPSTREAM PROPERTIES SHALL NOT BE BLOCKED AT ANY TIME IN ANY MANNER DURING THE COURSE OF THIS CONSTRUCTION PROJECT.

UTILITY PLAN		NEW PAVED OUTDOOR STORAGE AREA	
1290 TOWNLINE ROAD		MUNDELEIN, ILLINOIS	
DRAWN BY:	KRL	REVISED PER OWNER	
CHECKED BY:	94H	NO.	DESCRIPTION
DATE:	10-20-23	1	11-2-23
SCALE:	1"=40'		DATE
DRAWING NO.		C-4	
JOB NO.		23-28	

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS
NORTHWESTERN ENGINEERING
CONSULTANTS, P.C.
675 N. NORTH COURT PALMATE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 194-002695 EXP. 4-10-25



OPERATES 24 HOURS 365 DAYS 	CALL JULIE 1-800-892-0123
	WITH THE FOLLOWING: _____
	COUNTY _____ LAKE _____
	CITY-TOWNSHIP _____ MUNDELEIN _____
	SEC. & 1/4 SEC. NO. <u>SW 1/4</u> <u>32-44-11</u>
48 HOURS BEFORE YOU DIG EXCLUDING SAT., SUN. & HOLIDAYS	

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

STORM WATER POLLUTION PREVENTION PLAN GENERAL NOTES

This Storm Water Pollution Prevention Plan has been prepared in compliance with the requirements of the State of Illinois. The work to be done is stripping, stockpiling and grading of the project site shown in detail on the contract drawings. The following notes shall apply:

1. Soil Erosion and sediment control features shall be constructed prior to the commencement of upland disturbance.
2. Hauling will not be allowed when the work site is too wet to maintain acceptable conditions on adjacent streets.
3. Adjacent streets will be mutually or mechanically swept periodically as may be required, minimum at end of each working day. All streets are to be kept free from mud and debris.
4. Each catch basin will be installed with a sump as indicated on the drawings. The rims will be set at final grade.
5. During dry weather, the sumps will be covered with a concrete slab over the area around the structure to act as a solid trap. The sumps will be inspected after each rain and cleaned as required.
6. Storm stockpile areas shall be designated and surrounded by a geotextile fabric silt fence to intercept sediment-entrained runoff from the construction site. The silt fence shall be continuously maintained and sediment shall be removed to restore planned capacity as required.
7. If the stockpiles will not be used for construction activity for a period of more than 14 days, they shall be stabilized with temporary seeding.
8. No material from construction site shall be discharged to the storm sewer.
9. The contractor shall take whatever other steps are deemed necessary to prevent erosion from taking place during construction.
10. The contractor shall comply with all requirements of this plan and shall include the cost of such compliance in the total price bid for his contract.
11. Erosion control measures must be maintained and repaired as needed. Erosion control features shall be inspected every 7 days or after 1/2" of rainfall. The general contractor will be responsible for inspecting and repairing construction. The owner will be responsible if erosion control is not maintained after the contractor has completed the project.
12. All work shall conform to NRCS Standards as described in the current edition of the Illinois Urban Manual.
13. Sedimentation fabric silt fences shall be installed in the storm water system during construction to prevent erosion structures to prevent eroded material from entering the storm sewer system during the construction project. See detail this sheet.
14. Seeding shall be required to control dust on the project. A water truck shall be kept on the site at all times during mass earthwork construction, if required by the Village.
15. The name, address and telephone number of the individual in responsible charge of erosion control measures during the construction project shall be given to the Village Public Works Department prior to the start of construction.
16. Disturbed areas shall be protected with seeding according to the "Typical Soil Protection Chart" on this sheet.
17. All erosion control measures shall be inspected daily by the Village Engineer or his authorized representative on job.
18. A copy of the approved Storm Water Pollution Prevention Plan shall be maintained on the site at all times.
19. All wash water (concrete trucks, vehicle cleaning, equipment cleaning, etc.) shall be detained and properly treated.
20. Rubbish, trash, garbage, litter, or other such materials shall be deposited into sealed containers. Materials shall be prevented from leaving the premises through the action of wind or stormwater discharge into drainage ditches.
21. All Contractors and Subcontractors involved with storm water pollution prevention shall obtain a copy of the storm water pollution prevention manual published by the National Sanitation Foundation National Pollution Discharge Elimination Grant Permit (NPDES Permits) and become familiar with their contents.
22. The Contractor shall implement best management practices as required by the SWPPP. Additional best management practices shall be implemented as dictated by the engineer at no additional cost to the owner throughout all phases of construction.
23. Best management practices (BMP's) and controls shall conform to federal, state, or local requirements of manual of practice.
24. All temporary erosion and sediment control items are to be removed within thirty (30) days of the site's final stabilization by the contractor.
25. All construction activities shall remain within the boundaries of the project as well as all construction activities involved in making any connections to utilities outside the boundaries of the project shall comply with the requirements of this plan. This Storm Water Pollution Prevention Plan shall cover all such activities.
26. Refer to the Underdrains section for details regarding seeding and other permanent ground cover.

Contractor Certification Statement: "I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) General Permit No. ILR-10 that authorizes the storm water discharges associated with activity from the construction site identified as part of this certification."

Owner Certification Statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Contractor

Owner

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS
**NORTHWESTERN ENGINEERING
CONSULTANTS, P.C.**
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 164-002695 EXP. 4-30-25

WATER POLLUTION PREVENTION PLAN
PAVED OUTDOOR STORAGE AREA
1290 TOWNLINE ROAD
MUNDELEIN, ILLINOIS

[illegible]

DRAWN BY: KRL
CHECKED BY: DMH
DATE: 10-20-23
SCALE: 1"=40'

DRAWING NO. C-5
JOB NO. 23-28

ILLINOIS PROFESSIONAL DESIGN FIRM #184-002695

STORM WATER DETENTION CALCULATIONS - PROPOSED

STORAGE LOT 1230 TOWNLINE ROAD, MUNDLEIN.

SITE IS IN DES PLAINES RIVER WATERSHED,
INDIAN CREEK TRIBUTARY. PER APPENDIX J
100 YEAR $Q_R = 0.15$ CFS/AC 2 YEAR $Q_R = 0.04$ CFS/AC

EXISTING SOILS = SOIL TYPE C $CN = 74$
VARNA SILT LOAM AND ASHKUM SILTY CLAY LOAM.
NEW PAVEMENT $CN = 98$

AREA OF PROJECT = $363.11 \times 202 = 73,348$ SF = 1.684 AC
IMPERVIOUS AREA = $283.11 \times 197 = 55,773$ SF
PERVIOUS AREA = $73,348 - 55,773 = 17,575$

$$CN = \frac{(98 \times 55,773) + (74 \times 17,575)}{73,348} = 92.2$$

$$Q_R(100) = 1.684 \times 0.15 = 0.253 \text{ CFS} \quad Q_R(2) = 0.04 \times 1.684 = 0.067$$

$$100 \text{ YEAR DETENTION VOLUME USING TR-55} = 0.79 \text{ AC-FT (SHEET 2)}$$

$$2 \text{ YEAR DETENTION VOLUME USING TR-55} = 0.28 \text{ AC-FT (SHEET 3)}$$

WATER QUALITY TREATMENT VOLUME PER SECTION 504:

$$\% \text{ IMPERVIOUS} = \frac{55,773}{73,348} = 76\% \text{ IMPERVIOUS}$$

$$\frac{0.76 \text{ INCH}}{12 \text{ INCH/FT}} \times 1.684 \text{ AC} = 0.11 \text{ AC-FT}$$

HYDROCARBON REMOVAL VOLUME - PROJECT IS OUTDOOR
STORAGE, NOT VEHICLE SERVICING/PUBLIC, NOT PARKING
LOT WITH MORE THAN 25 SPACES - NO HYDROCARBON REMOVAL
REQUIRED.

JOB NO. 23--28
NAME Storage Lot
DATE 18-Oct-23
BY MKS

100 Year 24 Hour Rainfall = 8.57 in from ISWS Bulletin No. 75 TR-55 SHEET 2 of 6

Cn= 92.2
S= 0.846
Q= 7.632
Tc= 0.1 Hr.
Area= 1.684 Acres
Qr= 0.253 CFS
Da= 0.002631 Sq Mi

Time (Hr)	Discharge (CSM/In)	Qin (CFS)	Qout (CFS)	QStor (CFS)	AVG Qstor (CFS)	Delta T (Sec)	Storage (Cu Ft)
11.0	24	0.482	0.253	0.229			
11.3	34	0.683	0.253	0.430	0.330	1080	356.2
11.6	53	1.064	0.253	0.812	0.621	1080	670.7
11.9	334	6.707	0.253	6.455	3.633	1080	3924.0
12.0	647	12.993	0.253	12.741	9.598	360	3455.2
12.1	1010	20.283	0.253	20.030	16.386	360	5898.8
12.2	628	12.612	0.253	12.359	16.195	360	5830.1
12.3	217	4.358	0.253	4.105	8.232	360	2963.6
12.4	147	2.952	0.253	2.699	3.402	360	1224.9
12.5	123	2.470	0.253	2.218	2.459	360	885.1
12.6	104	2.089	0.253	1.836	2.027	360	729.6
12.7	86	1.727	0.253	1.474	1.655	360	595.9
12.8	76	1.526	0.253	1.274	1.374	360	494.7
13.0	66	1.325	0.253	1.073	1.173	720	844.7
13.2	57	1.145	0.253	0.892	0.982	720	707.4
13.4	51	1.024	0.253	0.772	0.832	720	598.9
13.6	46	0.924	0.253	0.671	0.721	720	519.4
13.8	42	0.843	0.253	0.591	0.631	720	454.3
14.0	38	0.763	0.253	0.511	0.551	720	396.5
14.3	34	0.683	0.253	0.430	0.470	1080	508.0
14.6	32	0.643	0.253	0.390	0.410	1080	442.9
15.0	29	0.582	0.253	0.330	0.360	1440	518.3
15.5	26	0.522	0.253	0.270	0.300	1800	539.4
16.0	23	0.462	0.253	0.209	0.239	1800	430.9
16.5	21	0.422	0.253	0.169	0.189	1800	340.6
17.0	20	0.402	0.253	0.149	0.159	1800	286.4
17.5	19	0.382	0.253	0.129	0.139	1800	250.2
18.0	18	0.361	0.253	0.109	0.119	1800	214.1
19.0	15	0.301	0.253	0.049	0.079	3600	283.5
20.0	13	0.261	0.253	0.008	0.029	3600	102.8
22.0	12	0.241	0.253	0.000	0.004	7200	30.5
26.0	0	0.000	0.253	0.000	0.000	14400	0.0

34497.4

STORAGE REQUIRED= 34497.4 CU FT
STORAGE REQUIRED= 0.792 ACRE FEET

JOB NO. 23--28
NAME Storage Lot
DATE 18-Oct-23
BY MKS

2 Year 24 Hour Rainfall = 3.34 in from ISWS Bulletin No. 75

TR-55

SHEET 3 OF 6

Cn= 92.2
S= 0.846
Q= 2.503
Tc= 0.1 Hr.
Area= 1.684 Acres
Qr= 0.067 CFS
Da= 0.002631 Sq Mi

Time (Hr)	Discharge (CSM/in)	Qin (CFS)	Qout (CFS)	QStor (CFS)	AVG Qstor (CFS)	Delta T (Sec)	Storage (Cu Ft)
11.0	24	0.158	0.067	0.091			
11.3	34	0.224	0.067	0.157	0.124	1080	133.5
11.6	53	0.349	0.067	0.282	0.219	1080	236.7
11.9	334	2.200	0.067	2.132	1.207	1080	1303.6
12.0	647	4.261	0.067	4.194	3.163	360	1138.7
12.1	1010	6.652	0.067	6.584	5.389	360	1940.1
12.2	628	4.136	0.067	4.069	5.327	360	1917.6
12.3	217	1.429	0.067	1.362	2.715	360	977.5
12.4	147	0.968	0.067	0.901	1.131	360	407.3
12.5	123	0.810	0.067	0.743	0.822	360	295.8
12.6	104	0.685	0.067	0.618	0.680	360	244.9
12.7	86	0.566	0.067	0.499	0.558	360	201.0
12.8	76	0.501	0.067	0.433	0.466	360	167.8
13.0	66	0.435	0.067	0.367	0.400	720	288.2
13.2	57	0.375	0.067	0.308	0.338	720	243.1
13.4	51	0.336	0.067	0.269	0.288	720	207.6
13.6	46	0.303	0.067	0.236	0.252	720	181.5
13.8	42	0.277	0.067	0.209	0.222	720	160.1
14.0	38	0.250	0.067	0.183	0.196	720	141.2
14.3	34	0.224	0.067	0.157	0.170	1080	183.3
14.6	32	0.211	0.067	0.143	0.150	1080	162.0
15.0	29	0.191	0.067	0.124	0.134	1440	192.3
15.5	26	0.171	0.067	0.104	0.114	1800	204.8
16.0	23	0.151	0.067	0.084	0.094	1800	169.2
16.5	21	0.138	0.067	0.071	0.078	1800	139.6
17.0	20	0.132	0.067	0.064	0.068	1800	121.8
17.5	19	0.125	0.067	0.058	0.061	1800	109.9
18.0	18	0.119	0.067	0.051	0.054	1800	98.1
19.0	15	0.099	0.067	0.031	0.041	3600	148.7
20.0	13	0.086	0.067	0.018	0.025	3600	89.4
22.0	12	0.079	0.067	0.012	0.015	7200	107.7
26.0	0	0.000	0.067	0.000	0.006	14400	84.0

11996.8

STORAGE REQUIRED= 11996.8 CU FT
STORAGE REQUIRED= 0.275 ACRE FEET

ILLINOIS PROFESSIONAL DESIGN FIRM #184-002695

RUR CALCULATIONS

PLANT NATIVE WETLAND PLANTS IN NEW BASIN

PROJECT AREA = 1.684 AC

EXISTING IMPERVIOUS AREAS = $(202 \times 28) + (12 \times 18) = 5782 \text{ SF}$

NEW IMPERVIOUS AREA THIS PROJECT = $55,773 - 5782 = 49,991 \text{ SF} = 1.148 \text{ AC}$

$$\frac{1.148 \text{ AC IMP.}}{1.684 \text{ AC TOTAL}} = 68\%$$

USE APPENDIX D (SHEETS) TO DETERMINE RUR QUANTITY

$1800 \text{ FT}^3/\text{AC} \times 1.684 \text{ AC} = 3031 \text{ FT}^3 = 0.07 \text{ AC-FT RUR VOLUME}$

$0.11 \text{ AC-FT WATER QUALITY TREATMENT VOLUME} / 0.07 \text{ AC-FT RUR VOLUME}$

STORAGE REQUIRED = $0.79 \text{ AC-FT DETENTION VOLUME} +$

$0.11 \text{ AC-FT WATER QUALITY TREATMENT} / \text{RUR} = 0.90 \text{ AC-FT}$

CALCULATE 2 YEAR 24 HOUR REDUCTION IN RUNOFF

FOR (ACRE COMPARING EXISTING CONDITIONS (GRASS & WEEDS)

WITH PROPOSED CONDITIONS (NATIVE PLANTINGS)

24 HOUR 2 YEAR RAINFALL = 3.34" PER LAKE COUNTY APPENDIX I.

EXISTING RUNOFF PER ACRE - USE MWRO PERVIOUS

$$\text{SURFACE } C = 0.45 \quad Q = 0.45 \times \frac{3.34}{12} \times 43,560 = 5456 \text{ CFS/AC}$$

PROPOSED RUNOFF PER ACRE - USE MWRO NATIVE PLANTINGS

$$C = 0.15 \quad Q = 0.15 \times \frac{3.34}{12} \times 43,560 = 1819 \text{ CFS/AC}$$

$$\text{REDUCTION IN RUNOFF} = 5456 - 1819 = 3637 \text{ CFS/AC}$$

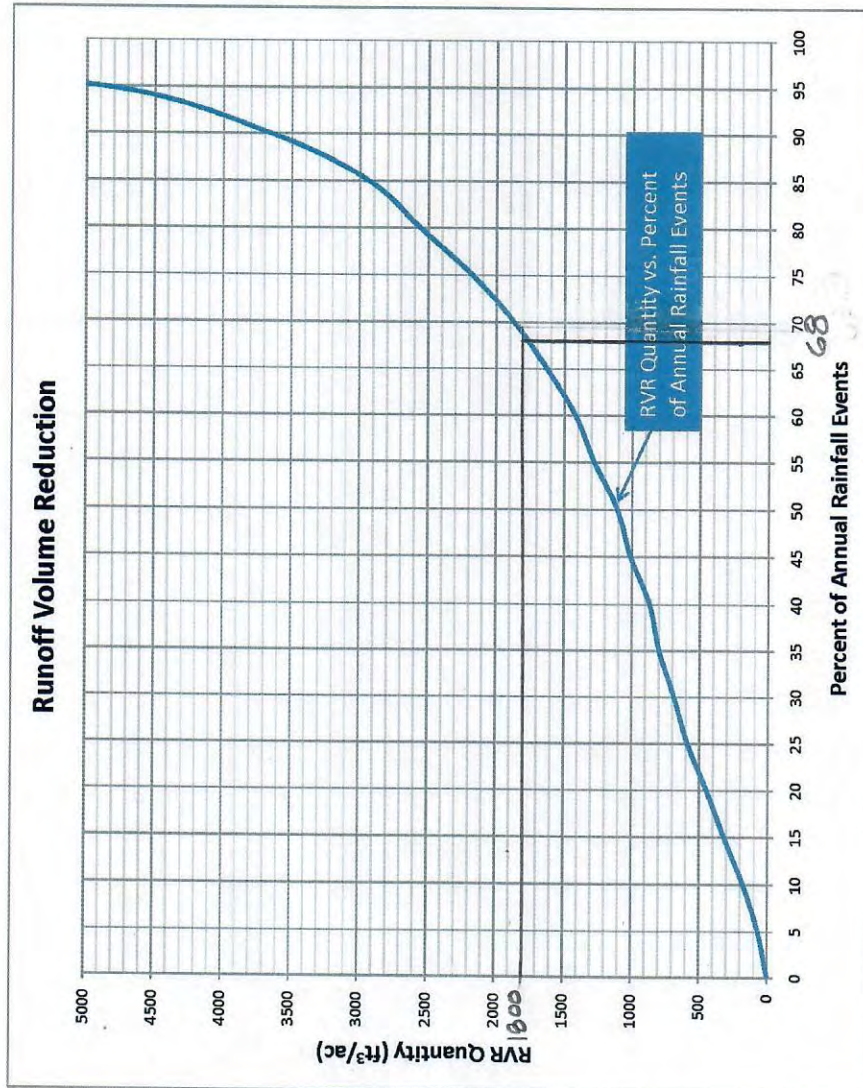
NATIVE PLANTINGS TO BE INSTALLED ON PROJECT:

$$\text{BASIN (AT 719.0)} = 190 \times 69 = 13,110 \text{ SF} = 0.301 \text{ AC}$$

$$\text{RUR CREDIT PER } \$503.02/\text{AC} = 0.301 \times 3637 \text{ CFS/AC} = 1095 \text{ CF} = 0.02 \text{ AC-FT}$$

$$\text{STORAGE REQUIRED AFTER RUR CREDIT} = 0.90 - 0.02 = 0.88 \text{ AC-FT}$$

Appendix O: Runoff Volume Reduction



100% Impervious values		
Percent of Annual Rainfall Events	Runoff Depth (in)	RVR Quantity ft³/ac new impervious
0	0	0
5	0.02	70
10	0.05	180
15	0.09	320
20	0.12	450
25	0.16	590
30	0.19	690
35	0.22	800
40	0.24	870
45	0.28	1010
50	0.30	1110
55	0.35	1280
60	0.39	1420
65	0.45	1630
70	0.51	1870
75	0.60	2180
80	0.70	2560
85	0.81	2940
90	1.01	3660
95	1.35	4900
99	2.41	8760

Runoff Depth based on Figure 3 of the Center For Watershed Protection Report.

Runoff Depth = $P \times R$ where:

P = Rainfall Depth (inches)

R = Volumetric Runoff Coefficient = 0.95 for 100% impervious cover $[0.05 + 0.09(I)]$, where I is 100% (impervious cover)

RVR Quantity = Runoff Depth (in) / 12 (in/ft) * 43560 (ft²/ac)

STORMWATER MANAGEMENT VOLUME PROVIDED

BASIN

AREA			
719.25	$1.08 \times 40 \times 40 \times 9.84 =$	17,004	SF
719.00	$0.85 \times 40 \times 40 \times 9.84 =$	13,382	SF
717.00	$0.60 \times 40 \times 40 \times 9.84 =$	9,446	SF
715.00	$0.39 \times 40 \times 40 \times 9.84 =$	6,140	SF

$$\text{VOLUME IN BASIN} = \left(\frac{17004 + 13382}{2} \times 0.25 \right) + \left(\frac{13382 + 9446}{2} \times 2 \right) + \left(\frac{9446 + 6140}{2} \times 2 \right) = 42,212 \text{ CF} = 0.97 \text{ AC-FT}$$

$$\text{STORAGE PROVIDED} = 0.97 \text{ AC-FT}$$

$$\text{STORAGE REQUIRED} = 0.88 \text{ AC-FT} \quad \text{OK}$$

SIZE RESTRICTOR FOR 100 YR STORM TRY 4" RESTRICTOR

$$Q = C_d A \sqrt{2gh} \quad h = 719.25 - 714.98 - 0.16 = 4.11'$$

$C_d = 0.253$ RESTRICTOR COEFFICIENT

$$0.253 = 0.52 \times A \times \sqrt{2 \times 32.2 \times 4.11}$$

$$0.02991 = A = Rr^2$$

$$R = 0.09757 \text{ FT} = 1.17" \quad D = 2.34"$$

USE ONE 2.5" PROJECTING STEEL PIPE RESTRICTOR FOR BOTH 100 YEAR AND 2 YEAR STORMS. MINIMUM PRACTICAL SIZE TO AVOID FREQUENT CLOGGING.



DMH
11-2-23

LIC. EXP. 11-30-25

TRANSMITTAL LETTER

TO:	Townline Properties, LLC	DATE:	September 13, 2023
	PO BOX 5678	PROJECT:	1280-1290 Townline Road
	Buffalo Grove, Illinois 60089		
ATTN:	Mr. Ghenadie Cebotaru Townlinepropertiesllc@gmail.com	ENCAP Project #	23-0731A

We are sending you:	Date of Enclosed Materials	# of Copies
2023 Water Resources Delineation Report	September 13, 2023	PDF

CC:	Date of Enclosed Materials	# of Copies
Mr. Daniel M. Havlir, Northwestern Engineering Consultants, P.C. danhavlir@gmail.com	September 13, 2023	PDF

Via: ☐ UPS Ground ☐ UPS Overnight ☐ U.S. Mail ☒ Electronic

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Approval ☐ As Requested ☒ For your review ☒ For your use

REMARKS: _____

Signed: Robert Van Herik, PWS, CWS
rvanherik@encapinc.net

WATER RESOURCES DELINEATION REPORT
1280-1290 TOWNLINE ROAD
LIBERTYVILLE TOWNSHIP, LAKE COUNTY, ILLINOIS

Prepared for: Mr. Ghenadie Cebotaru
Townline Properties, LLC
PO BOX 5678
Buffalo Grove, IL 60089

Prepared by: ENCAP, Inc.
Ms. Alyssa Bushman
Mr. Robert Van Herik, PWS, CWS
Ms. Susan Rowley, PWS, CWS, LEED AP

Date Prepared: September 13, 2023

ENCAP, Inc. Project #: 23-0731A



2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

WATER RESOURCES DELINEATION REPORT

1280-1290 Townline Road / Townline Properties, LLC

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Specific Description of Identified Water Resources	6
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Regulatory Statement	8
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Attachments

USFWS Section 7 Consult. Review Summary + Official Threatened & Endangered Species List

IDNR EcoCAT Natural Resource Review Results

Floristic Quality Data Sheets

USACE Wetland Determination Data Forms – Midwest Region

Site Photographs

USACE Antecedent Precipitation Tool Figure & Tables (08.08.2023)

Exhibits

A – Location Map

B – National Wetlands Inventory

C – Lake County Wetland Inventory

D – Soil Map

E – 2021 USGS Topographic Map

F – FEMA Flood Insurance Rate Map

G – USGS Hydrologic Atlas Map

H – ISHPO HARGIS Map

I – Lake County Topographic Wetness Index Map

J – Aerial Photograph

WATER RESOURCES DELINEATION REPORT

Project Name and Client: 1280-1290 Townline Road / Townline Properties, LLC

Project Number: 23-0731A

Location: Illinois, Lake County, Libertyville Township, Mundelein, T44N R11E, SW 1/4 of Section 32; Latitude 42.241848; Longitude -87.982798

Date of Site Visit: August 8, 2023

Field Investigators: R. Van Herik, Certified Wetland Specialist #C-187
A. Bushman

EXECUTIVE SUMMARY

The project area (approximately 3.77 acres in size) is located in Mundelein, Lake County, Illinois (Exhibit A: Location Map). The project area, as presented in this report, represents the property limits investigated by ENCAP, Inc. for the presence of regulated surface water resources. These limits do not necessarily reflect the boundaries of any proposed development activities. The project area is generally bounded by Townline Road to the south, and neighboring commercial/industrial properties to the north, east and west. The project area is located within the Willow Creek-Des Plaines River watershed, Indian Creek sub-watershed.

The project area consists of multiple buildings with a continuous parking lot with approximately 1.1 acres of previously graded but unimproved space. The border of the property is dominated by mature trees and shrubs, and the middle is dominated by cut leaf teasel (*Dipsacus laciniatus*), common reed (*Phragmites australis*), tall goldenrod (*Solidago altissima*), seaside goldenrod (*Solidago sempervirens*), late boneset (*Eupatorium serotinum*), and purple loosestrife (*Lythrum salicaria*).

One wetland totaling approximately 0.04 acres was identified in the project area. Wetland boundaries were identified and staked using methods sanctioned by the United States Army Corps of Engineers. The wetland acreages provided in this report are estimations; a survey of the staked wetland boundaries must be performed in order to obtain exact size and location information.

Basic information regarding wetland regulations may be found in the Regulatory Statement portion of this report. Briefly, the U.S. Army Corps of Engineers (USACE) regulates all Waters of the United States that are currently or historically navigable and all wetlands that are connected to or associated with these waterways. In Lake County, isolated wetlands are regulated through implementation of a countywide Watershed Development Ordinance. In Mundelein, a Water Resources Ordinance establishes regulations regarding the protection, preservation, and proper maintenance of watercourses, lakes, ponds, floodplain, and wetland areas. It appears that the wetland identified on site is isolated and therefore regulated by Lake County and not regulated by the USACE, however, the USACE must make a final determination regarding jurisdictional status. Due to its size and quality, Lake County will not enforce a buffer around Wetland 1. ***The area may meet criteria to be excluded from regulation due to its***

status as being created incidental to construction grading on development sites. An exclusion request will need to be sent to the Community Enforcement Officer during the permitting process.

Based on an August 28, 2023 review of the U.S. Fish and Wildlife Service (USFWS) technical assistance website, sensitive (federally threatened or endangered) plant or animal species habitat are not located on or adjacent to the project area and the proposed project will have “no effect” on those species (see attached USFWS Review Summary). Further consultation with this agency is not required for a Section 404 Permit from the USACE.

According to the Illinois Department of Natural Resources (IDNR), the Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location. This project was submitted for information only. If further permitting is required for site development, formal consultation with the agency will be required (see attached correspondence).

At the time of this wetland delineation report, current regulations state that this delineation is valid for 3 years from the date of the site visit, August 8, 2023.

PROJECT PURPOSE

The purpose of the site visit was to identify regulated surface water resources on, or within 100 feet of the project area. A floodplain determination was not included as part of our investigation. On-site wetland areas encountered were delineated using standard methods sanctioned by the United States Army Corps of Engineers in the Corps of Engineers Wetlands Delineation Manual (1987) and 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. Plant observations were made in order to calculate the Coefficient of Conservatism ($\hat{c}$) and Floristic Quality Index (FQI) for each wetland plant community using the Chicago Region FQA Calculator (Herman, B., Sliwinski, R. and S. Whitaker. 2017). Observations also were made to determine if the wetland present within the project area were high-quality aquatic resources based on the Lake County Watershed Development Ordinance. Observed wildlife and evaluation of resource quality are also reported as required by the Chicago District USACE.

METHODS

1987 USACE Wetland Delineation Manual and 2010 Midwest Regional Supplement.

Prior to the site visit, a preliminary site evaluation is performed using aerial photography and natural resource mapping. Potential wetland areas identified by these resources are evaluated in the field to determine if they meet the requirements for a wetland based on the USACE parameters of vegetation, hydrology, and soils. In general, positive indication of each of the three parameters must be demonstrated to classify an area as wetland. Each of these parameters is discussed below.

- **Vegetation** – Three vegetative indicators are applied to plant communities in order to determine if the hydrophytic vegetation criterion is met.
 1. More than 50% of the dominant plant species across all strata must be hydrophytic (water tolerant). The U.S. Army Corps of Engineers has prepared a regional list of plants occurring in wetlands which assigns the plant species different indicators. Wetland plants fall into three indicator classes based on differing tolerances to water level and soil saturation. These indicators are rated obligate wetland (OBL), facultative wetland (FACW), or facultative (FAC). Dominant plant species are recorded at sample points within investigated areas.
 2. The prevalence index is 3.0 or less. The prevalence index is a weighted-average wetland indicator status of all plant species in a sampling plot. Each indicator status category is given a numeric value (OBL = 1, FACW = 2, FAC = 3, FACU = 4, and UPL = 5) and weighting is by abundance. A prevalence index of 3.0 or less indicates that hydrophytic vegetation is present. The prevalence index is used to determine whether hydrophytic vegetation is present on sites where indicators of hydric soil and wetland hydrology are present but the vegetation initially fails the dominance test.
 3. The plant community passes either the dominance test (Indicator 1) or the prevalence index (Indicator 2) after reconsideration of the indicator status of certain plant species that exhibit morphological adaptations for life in wetlands. Common morphological adaptations include but are not limited to adventitious roots, multi-stemmed trunks, shallow root systems developed on or near the soil surface, and buttressing in tree species. To apply this indicator, these morphological features must be observed on more than 50% of the individuals of a FACU species living in an area where indicators of hydric soil and wetland hydrology are present.
- **Hydrology** – To be considered a wetland, an area must have 14 or more consecutive days of flooding or ponding, or a water table 12 inches or less below the soil surface, during the growing season at a minimum frequency of 5 years in 10. Wetland hydrology indicators are divided into four groups as described below:
 - o **Group A** – indicators are based on the direct observation of surface water or groundwater during a site visit.
 - o **Group B** – consists of evidence that the site is subject to flooding or ponding, although it may not be inundated currently. These indicators include water marks, drift deposits, sediment deposits, and similar features.
 - o **Group C** – consists of other evidence that the soil is saturated currently or was saturated recently. Some of these indicators, such as oxidized rhizopheres surrounding living roots and the presence of reduced iron or sulfur in the soil profile, indicate that the soil has been saturated for an extended period.

- o **Group D** – consists of landscape and vegetation characteristics that indicate contemporary rather than historical wet conditions. These indicators include stunted or stressed plants, geomorphic position, and the FAC-neutral test.

Wetland hydrology indicators are intended as one-time observations of site conditions that are sufficient evidence of wetland hydrology. Within each group, indicators are divided into two categories – *primary* and *secondary*. One primary indicator from any group is sufficient to conclude that wetland hydrology is present. In the absence of a primary indicator, two or more secondary indicators from any group are required to conclude that wetland hydrology is present.

- **Soils** - To be considered a wetland, an area must contain hydric soil. Hydric soils are formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic (lacking oxygen) conditions in the upper part. Soils generally, but not always, will develop indicators that are formed predominantly by the accumulation or loss of iron, manganese, sulfur, or carbon compounds in a saturated and anaerobic environment. The most current edition of the United States Department of Agriculture, Natural Resource Conservation Service *Field Indicators of Hydric Soils in the United States* is used for identification of hydric soils. Field indicators of hydric soils include but are not limited to the presence of any of the following: histic epipedon, sulfidic odor, at least 2 centimeters of muck, depleted matrix, and/or redoximorphic features. Field indicators are usually examined in the top 24 inches of the soil. Soil colors are determined using *Munsell Soil Color Charts*.

Areas meeting these three criteria are staked in the field for surveying purposes. Boundaries are demarcated in the field with pink flagged pin stakes labeled “WETLAND DELINEATION.” Staked boundaries are mapped on an aerial photograph included in this report. Approximate off-site wetland boundaries are identified on the aerial photograph and were determined using available aerial photographs, wetland maps, and field observation.

MAP REVIEW

- The **National Wetlands Inventory** does not identify any water resources or wetlands within the project area (Exhibit B).
- The **Lake County Wetland Inventory** identifies Wetland in the northern portion of the project area (Exhibit C).
- The **Soil Map** identifies the following soils within the project area: Varna silt loam, 2 to 4 percent slopes (223B), Varna silt loam, 4 to 6 percent slopes, eroded (223C2), Ashkum silty clay loam, 0 to 2 percent slopes (232A), and Orthents, clayey, undulating (805B). Ashkum silty clay loam is considered predominantly hydric in Lake County (Exhibit D).
- The **2021 United States Geological Survey (USGS) Topographic Map** does not identify any surface drainage within or adjacent to the project area (Exhibit E).
- The **FEMA Flood Insurance Rate Map** identifies the project area outside the 500-year floodplain (Exhibit F).
- The **U.S.G.S. Hydrologic Atlas** identifies no areas affected by the 1900s flooding (Exhibit G).
- The **Illinois State Historic Preservation Office (ISHPO) Historic Architectural Resources Geographic Information System (HARGIS) Map** does not identify any properties or objects that have been listed in the National Register of Historic Places, determined eligible, or surveyed without determination within the project area (Exhibit H).
- The **Lake County Topographic Wetness Index Map** identifies six areas of historic topographic wetness within the project area (Exhibit I).

SPECIFIC DESCRIPTION OF IDENTIFIED WATER RESOURCES

Wetland 1. This wetland (approximately 0.04 acres in total size) is located within the northern portion of the project area. The wetland is a closed depression located near the northern edge of this property's parking lot and appears to receive hydrology from overland flow of the surrounding area. Two storm sewer inlet pipes are located within the southern portion of the wetland. The wetland appears to be a result of the creation of impervious surfaces during the mass grading of the surrounding area. A majority of the northern portion of the site is previously disturbed and filled with numerous erosional features. No waterfowl or amphibian species were observed while at the project area.

The buffer surrounding Wetland 1 predominately consists of non-native and low quality vegetation dominated by common reed (*Phragmites australis* subsp. *australis*), cutleaf teasel (*Dipsacus laciniatus*), and tall goldenrod (*Solidago altissima*), as well as impervious surfaces. These buffers provide minimal benefits for the wetland.

Wetland 1 appears to be isolated and therefore, not under the jurisdiction of the U.S. Army Corps of Engineers; however, the wetland is regulated by Lake County through implementation of the Watershed Development Ordinance. ***The area may meet criteria to be excluded from regulation due to its status as being created incidental to construction grading on development sites. An exclusion request will need to be sent to the Community Enforcement Officer during the permitting process.*** Based on the definition of a high-quality aquatic resource, Wetland 1 would not be considered a high-quality aquatic resource. Due to its size and quality, Lake County will not enforce a buffer around Wetland 1.

Two sample points were established within and adjacent to Wetland 1 to characterize the vegetation, soils, and hydrology (Exhibit J: Aerial Photograph). The wetland boundaries were demarcated with 14 pink flagged pin stakes.

Wetland 1 was primarily vegetated by common reed (*Phragmites australis* subsp. *Australis*). The mapped soil series is Varna silt loam, 4 to 6 percent slopes, eroded (223C2), a non-hydric soil. USDA field indicator F3: Depleted Matrix provided evidence of hydric soil; however, gravel fill was observed at 4" below the soil surface indicating past disturbance. Geomorphic position and a positive FAC-neutral test provided evidence of persistent hydrology (See Wetland Determination Data Forms).

The native mean Coefficient of Conservatism ($\hat{c}$) for Wetland 1 was 1.00, and the native Floristic Quality Index (FQI) of Wetland 1 was 1.41 (see attached Floristic Quality Data). These values indicate a low-quality plant community.

ADDITIONAL AREAS INVESTIGATED FOR WETLAND STATUS

Three additional vegetated sites located within the project area were examined to determine if they satisfied wetland criteria. None of these sites qualified; therefore, they are referred to as Investigated Areas in this report. Each area is briefly described herein and the USACE data forms are provided to support our negative findings (See USACE data forms).

Investigated Area 1. This investigated area is located in the northern portion of the project area (Exhibit J: Aerial Photograph – Sample Point A). This area was investigated because it consisted of a combination of wetland and upland vegetation.

Investigated Area 1 was primarily vegetated by Common Reed. The mapped soil series is Varna silt loam, 4 to 6 percent slopes, eroded (223C2), a non-hydric soil. The field investigated soils did not exhibit hydric characteristics and gravel fill was observed at 4" below the soil surface, indicating past disturbance. No evidence of persistent hydrology was observed at this location (See Wetland Determination Data Forms).

Based on the non-persistent hydrology and the presence of non-hydric soil, Investigated Area 1 does not qualify as a wetland.

Investigated Area 2. This investigated area is located in the north portion of the project area (Exhibit J: Aerial Photograph – Sample Point B). This area was investigated because it consisted of a combination of wetland and upland vegetation.

Investigated Area 2 was primarily vegetated by Sandbar Willow (*Salix interior*) and cut leaf teasel (*Dipsacus laciniatus*). The mapped soil series is Varna silt loam, 4 to 6 percent slopes, eroded (223C2), a non-hydric soil. The field investigated soils did not exhibit hydric characteristics and gravel fill was observed at 4" below the soil surface, indicating past disturbance. No evidence of persistent hydrology was observed at this location (See Wetland Determination Data Forms).

Based on the dominance of upland plant species, non-persistent hydrology and the presence of non-hydric soil, Investigated Area 2 does not qualify as wetland.

Investigated Area 3. This investigated area is located in the north/northwestern portion of the project area (Exhibit J: Aerial Photograph – Sample Point E). This area was investigated because it consisted of a combination of wetland and upland vegetation.

Investigated Area 3 was primarily vegetated by common reed and seaside goldenrod (*Solidago sempervirens*). The mapped soil series is Ashkum silty clay loam, 0 to 2 percent slopes (232A), a hydric soil. The field investigated soils did not exhibit hydric characteristics and grave fill was observed at 2" below the soil surface, indicating past disturbance. No evidence of persistent hydrology was observed at this location (See Wetland Determination Data Forms).

Based on the non-persistent hydrology and the presence of non-hydric soil, Investigated Area 3 does not qualify as a wetland.

REGULATORY STATEMENT

Federal Regulations: The deposition of dredged or fill materials into federally jurisdictional wetlands or Waters of the United States is regulated by the USACE under Section 404 of the Clean Water Act.

The Nationwide 39 Permit authorizes 0.10 acre or less of low quality wetlands to be filled without mitigation. If over 0.1 acre is proposed for filling or is subject to secondary impacts, in-kind mitigation may be required at a ratio of 1.5:1, or greater. The aggregate total loss of waters of the U.S. authorized by NWP 39 cannot exceed 0.5 acre or 300 linear feet of streambed.

Under the existing regulations, secondary impacts (both on-site and off-site) from filling also must be evaluated. Mitigation may be required at a higher rate if a project will significantly alter wetland functions such as stormwater detention, water filtration, sediment trapping, and/or wildlife habitat.

Before mitigation will be approved, reasonable proof that avoidance or minimization of wetland impacts has been attempted must be provided to the Corps.

A USACE permit is not required if the wetlands are avoided and construction erosion near wetlands is controlled.

Lake County Watershed Development Ordinance: The Lake County Watershed Development Ordinance regulates the development of all wetland areas within the county. Plans for development must include provisions for stormwater conveyance, and conservation of streams and channels, lakes, ponds, or wetlands that exist on the site. A soil erosion and sediment control plan must be provided. Buffer areas are required for all areas defined as "Waters of the U.S." including isolated wetlands, lakes and ponds. Buffer areas are divided into 2 types, linear buffers and non-linear water body buffers.

Wetland Type and Quality	Area (acres)	Buffer Width (feet)
Non-linear Low-Quality	≤ 0.33	None
	$> 0.33 \text{ \& } < 1.0$	30
	$\geq 1.0 \text{ \& } < 2.0$	40
	$\geq 2.0 \text{ \& } < 2.5$	40
	≥ 2.5	50
Linear Low-Quality	Watershed $> 1.0 \text{ mi}^2$	30
	Watershed $> 20 \text{ acres \& } \leq 1.0 \text{ mi}^2$	50
High-Quality	Any	100

Linear buffers will be designated along both sides of all channels meeting the definition of "Waters of the U.S" or "Isolated Waters of Lake County". Minimum buffer widths are as follows:

- When the linear water body has a watershed greater than 20 acres but less than 1.0 square mile, the minimum buffer width will be 50 feet on each side of the linear water body;
- When the linear water body has a watershed greater than 1.0 square mile, the minimum buffer width will be 30 feet on each side of the linear water body;

- Linear high-quality aquatic resources and streams with an Index of Biotic Integrity (IBI) greater than forty (40) shall have a minimum *buffer* width of one hundred (100) feet on each side of the *channel*. (Initial IBI based on IEPA Illinois Water Quality Report, biannual. A site-specific IBI assessment may override this report.).

Water body buffers will encompass all non-linear bodies of water meeting the definition of “Waters of the United States” or “Isolated Waters of Lake County”. Minimum buffer widths are as follows:

- For water bodies and wetlands greater than 1/3 acre but less than 1.0 acre in size, the minimum buffer width is 30 feet;
- For water bodies and wetlands greater than 1.0 acre but less than 2.5 acres in size, the minimum buffer width is 40 feet;
- For water bodies and wetlands greater than 2.5 acres in size, the minimum buffer width is 50 feet;
- Non-linear high quality aquatic resources shall have a minimum buffer width of 100 feet.

Mitigation for impacts to isolated wetlands is required within Lake County for:

- A. *Wetland impacts* greater than or equal to one-tenth (0.10) acre of *Isolated Waters of Lake County* including those that are *high-quality aquatic resources* (HQAR).
- B. For single-lot, single-family residences, provided the activity is a single and complete project: *Wetland impacts* greater than one-quarter (0.25) acre of *Isolated Waters of Lake County* or one-tenth (0.10) acre of *Isolated Waters of Lake County* that are *high-quality aquatic resources*.

Mitigation shall provide for the replacement of the Wetland environment lost to development at the following proportional rates (i.e. creation acreage to wetland acreage):

- For wetland impacts to areas that are not high-quality aquatic resources under Categories I, II and III, a minimum of 1.5:1 mitigation ratio or a minimum 1:1 mitigation ratio for fully certified wetland mitigation bank credits;
- A minimum of 3:1 for wetland impacts that are high-quality aquatic resources
- A minimum of 6:1 for wetland impacts that are high-quality forested wetlands as defined in Appendix L.
- For wetland impacts to open waters that are not high-quality aquatic resources under Categories I, II, and III, a minimum of 1:1 mitigation ratio shall be required.

Illinois Department of Natural Resources Agency Action Plans for Interagency Wetlands Policy Act of 1989: The Illinois Interagency Wetlands Policy Act of 1989 is intended to ensure that there is no overall net loss of the State’s existing wetland acres or their functional values resulting from State-supported activities. The Act charges State agencies with a further duty to “preserve, enhance and create wetlands where necessary to increase the quality and quantity of the State’s wetland resource base.”

The Interagency Wetlands Policy Act of 1989 states that any construction, land management or other activity performed by, or for which financial assistance is administered or provided by, a State agency that will result in an adverse impact to a wetland shall be subject to compliance. This includes, but is not limited to the following:

- The alteration, removal, excavation, or dredging of soil, sand, gravel, minerals, organic matter, vegetation, or naturally occurring minerals of any kind from a wetland;

- The discharge or deposit of fill material or dredged material in a wetland;
- The alteration of existing drainage characteristics, sedimentation patterns, or flood retention characteristics of a wetland;
- The disturbance of water level or water table of a wetland;
- The destruction or removal of plant life that would alter the character of a wetland, except for activities undertaken in accordance with the Illinois Noxious Weed Act;
- The transfer of State owned wetlands to any entity other than another state agency; and
- Other actions that cause or may cause adverse wetland impacts.

The Act is to be implemented through a State Wetland Mitigation Policy. The State Wetland Mitigation Policy requires preservation of wetlands as the primary objective. Where adverse wetland impacts are unavoidable, progressive levels of compensation based upon the level of impact to the existing wetland and the location of compensation wetlands are required.

Archaeological Survey Requirements: An archaeological survey may be required before a Section 404 permit will be issued for wetland impacts. The U.S. Army Corps of Engineers will make this determination as part of the permit application review. The archaeological survey must cover all areas of the project area, not wetlands only. If you already have a letter from the Illinois State Historic Preservation Office (ISHPO) stating an archaeological survey is required, you should act on it because the USACE will support this notification.

RECOMMENDATIONS

One wetland totaling approximately 0.04 acres was identified on the project area. ***The area may meet criteria to be excluded from regulation due to its status as being created incidental to construction grading on development sites. An exclusion request will need to be sent to the Community Enforcement Officer during the permitting process.***

The U.S. Army Corps of Engineers has the final authority in determining the jurisdictional status of the wetland identified on site. ENCAP, Inc. recommends that a request for a preliminary jurisdictional determination (PJD) be sent to the Lake County Stormwater Management Commission (LCSMC) as soon as possible.

If wetlands can be completely avoided by project development, a Letter of No Objection (LONO) / No Permit Required may be obtained from the USACE in lieu of a Jurisdictional Determination. A LONO/No Permit Required letter may take between 2-3 months to receive from the USACE offices.

Any impacts to Wetland 1 will require U.S. Army Corps of Engineers and/or Lake County notification and approval. ENCAP, Inc. can assist you with the request for jurisdictional determination/LONO/No Permit Required, permit applications, exclusion requests, agency negotiations, wetland design plans, and mitigation plans which may be applicable to your project. The wetland consultant should be involved during the planning and design stages of the project to avoid complications with the agencies after the plan has been drafted. Proper planning regarding wetlands can reduce delays caused by the permitting process and costly changes in site plans.

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**USFWS Section 7 Consultation Review Summary
+ Official Threatened & Endangered Species List**

August 28, 2023

U.S. Fish and Wildlife Service
Chicago Illinois Field Office
230 South Dearborn St., Suite 2938
Chicago, IL 60604-1507

Re: USFWS Review Summary - Section 7 Endangered Species Act Consultation
Project: 1280-1290 Townline Road, located in Illinois, Lake County, Libertyville
Township, Mundelein, T44N R11E Section 32; Latitude 42.241848 N;
Longitude 87.982798 W
ENCAP, Inc. project # 23-0731A
Client: Townline Properties LLC

The project area consists of three commercial buildings and corresponding parking lots and driveways, along with a 1.1-acre unimproved green space. This space predominately contains teasle (*Dipsacus fullonum*), Phragmites (*Phragmites australis*), Tall Goldenrod (*Solidago altissima*), Seaside Goldenrod (*Solidago sempervirens*), Late-Flowering Thoroughwort (*Eupatorium serotinum*), and Purple Loosestrife (*Lythrum salicaria*).

ENCAP, Inc. carefully reviewed the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) technical assistance website on August 28, 2023, for federally listed threatened and endangered species. According to the website, five species are listed and may be present in Lake County: Piping Plover (*Charadrius melodus*), Red Knot (*Calidris canutus rufa*), Karner Blue Butterfly (*Lycaeides melissa samuelis*), Eastern Prairie Fringed Orchid (*Platanthera leucophaea*), and Pitcher's Thistle (*Cirsium pitcher*). Additionally, the Monarch Butterfly (*Danaus plexippus*) is included as a candidate species, and the Whooping Crane (*Grus americana*) is included as an Experimental Population.

One type of habitat exists on the project area. Bordering the property are multiple trees and shrubs species. The middle is approximately 90-95% covered by a small Sandbar Willow (*Salix interior*) stand and is dominated by the herbaceous upland and wetland species listed above. One small disturbed wetland was identified on the site. The native mean C-value for this wetland is 1.00, and the native FQI value is 1.41. This wetland does not contain sedge meadow or wet-mesic habitats.

Piping Plover typically resides in sandy soils, sandy beaches and tidal flats around the Great Lakes watershed, and rivers of the northern Great Plains. Sometimes residing in gravel or sand flats near alkali lakes, their typical diet consists of marine worms, fly larvae, beetles, crustaceans, and other small marine animals and their eggs. It seems highly unlikely the project area is able to support the ecological niche for the Piping Plover. **Therefore, ENCAP, Inc. concludes that the aforementioned site does not contain suitable habitat for the Piping Plover.**

Red Knot prefer inland saline lakes, as well as certain natural or manmade freshwater habitats along inland migration routes around the northern Great Lakes. They generally nest in dry slightly elevated locations or slopes with minimal vegetation. Keeping in mind the coverage, flat landscape, and no access to freshwater, this site does not have the criteria needed to support the Rufa Red Knot population. **Therefore, ENCAP, Inc. concludes that the aforementioned site does not contain suitable habitat for the Rufa Red Knot.**

A mix of open and closed canopy habitats, oak savannas, and barren sandy areas are all the preferred habitat for the Karner Blue Butterfly. Feeding on nectar of flower plants, the adult Karner Blue Butterfly can survive wherever there are angiosperms. However, they are unlikely to stay for prolonged periods of time due to their caterpillar life stage. Much like the Marach Butterfly, the adult primarily reproduce uses the leaves of the wild lupine (*Lupis perennis*), the only plant the caterpillar can successfully feed on. This site does not contain the requirements for the successful reproduction of this butterfly. **Therefore, ENCAP, Inc. concludes that the aforementioned site does not contain suitable habitat for the Karner Blue Butterfly.**

Pitcher's Thistle has been reintroduced near Lake County shoreline communities. Along with the near-shore communities this species can also be found in all non-forested areas of a dunes system, beaches and grassland dunes around multiple of the Great Lakes. This site does not have any sandy soils nor grasslands near the shore to support this thistle. **Therefore, ENCAP, Inc. concludes that the aforementioned site does not contain suitable habitat for the Pitcher's Thistle.**

The site contains angiosperms, and therefore may support limited habitat for the Monarch Butterfly. However, there is no milkweed to support the larval stages of the butterfly. Further guidance for this species is not required, since it is a candidate species and not yet fully listed as threatened or endangered. The Monarch Butterfly was found to warrant listing and protection under the Endangered Species Act (ESA), but resources must go to higher priority species at this time. Candidate species have no legal protection under the ESA, but agencies can still provide recommendations for them. The USFWS broadly urges the public to provide habitat for this imperiled species by planting native milkweed and nectar plants. The Monarch Butterfly should be considered in any landscaping plans.

The Whooping Crane Eastern Migratory population, which travels through Illinois, is a reintroduced flock started in 2001 with captive raised chicks. Whooping Cranes migration through Illinois require wetlands, particularly wetland mosaic landscapes. Their diet consists of frogs, fish, plant tubers, crayfish, insects, and agricultural grains. This particular site does not have wet or mesic habitat, nor does it support a majority of their food habits. The Eastern Migratory population is designated "non-essential" by the Endangered Species Act to reduce regulatory restrictions on reintroductions. Non-essential, experimental populations are treated as threatened under the U.S. Fish & Wildlife Service's 10(j) policy. The Eastern Migratory population is important to the recovering Whooping Crane population overall, but formal consultation with the USFWS for the Whooping Crane Eastern Migratory population is likely not required. **Therefore, ENCAP, Inc. concludes that the aforementioned site does not contain suitable habitat for the Whooping Crane.**

The area on-site does not contain suitable habitats for the federally listed species: Piping Plover, Red Knot, Karner Blue Butterfly, Eastern Prairie Fringed Orchid, and Pitcher's Thistle. Nor does this site have adequate habitat for the Monarch Butterfly and the Whooping Crane. Therefore, ENCAP, Inc. concludes that the 1280-1290 Townline Road project does not contain

**U.S. Fish and Wildlife Service Section 7 Technical Guidance Review
1280-1290 Townline Road / Townline Properties
ENCAP, Inc. Project Number 23-0731A**

the aforementioned listed species, their habitats, or designated critical habitat and will have “no effect” on the aforementioned species.

A handwritten signature in black ink, appearing to read "Rt A Vg.", is positioned above the printed name.

Robert Van Herik, PWS, CWS
Ecological Consultant
ENCAP, Inc.



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Chicago Ecological Service Field Office

U.S. Fish And Wildlife Service Chicago Ecological Services Office

230 South Dearborn St., Suite 2938

Chicago, IL 60604-1507

Phone: (312) 485-9337

In Reply Refer To:

August 28, 2023

Project Code: 2023-0122093

Project Name: 1280-1290 Townline Road

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

Additionally, please note that on March 23, 2022, the Service published a proposal to reclassify the northern long-eared bat (NLEB) as endangered under the Endangered Species Act. The U.S. District Court for the District of Columbia has ordered the Service to complete a new final listing

determination for the NLEB by November 2022 (Case 1:15-cv-00477, March 1, 2021). The bat, currently listed as threatened, faces extinction due to the range-wide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across the continent. The proposed reclassification, if finalized, would remove the current 4(d) rule for the NLEB, as these rules may be applied only to threatened species. Depending on the type of effects a project has on NLEB, the change in the species' status may trigger the need to re-initiate consultation for any actions that are not completed and for which the Federal action agency retains discretion once the new listing determination becomes effective (anticipated to occur by December 30, 2022). If your project may result in incidental take of NLEB after the new listing goes into effect this will first need to be addressed in an updated consultation that includes an Incidental Take Statement. If your project may require re-initiation of consultation, please contact our office for additional guidance.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and

their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Chicago Ecological Service Field Office

U.s. Fish And Wildlife Service Chicago Ecological Services Office

230 South Dearborn St., Suite 2938

Chicago, IL 60604-1507

(312) 485-9337

PROJECT SUMMARY

Project Code: 2023-0122093
Project Name: 1280-1290 Townline Road
Project Type: New Constr - Above Ground
Project Description: Proposed development.
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@42.2416798,-87.98278753756597,14z>



Counties: Lake County, Illinois

ENDANGERED SPECIES ACT SPECIES

There is a total of 7 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 1 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

BIRDS

NAME	STATUS
Piping Plover <i>Charadrius melodus</i> Population: [Great Lakes watershed DPS] - Great Lakes, watershed in States of IL, IN, MI, MN, NY, OH, PA, and WI and Canada (Ont.) There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/6039	Endangered
Red Knot <i>Calidris canutus rufa</i> There is proposed critical habitat for this species. Species profile: https://ecos.fws.gov/ecp/species/1864	Threatened
Whooping Crane <i>Grus americana</i> Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non- Essential

INSECTS

NAME	STATUS
Karner Blue Butterfly <i>Lycaeides melissa samuelis</i> There is proposed critical habitat for this species. Species profile: https://ecos.fws.gov/ecp/species/6656	Endangered
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

FLOWERING PLANTS

NAME	STATUS
Eastern Prairie Fringed Orchid <i>Platanthera leucophaea</i> No critical habitat has been designated for this species. This species only needs to be considered under the following conditions: Follow the guidance provided at https://www.fws.gov/midwest/endangered/section7/s7process/plants/epfos7guide.html Species profile: https://ecos.fws.gov/ecp/species/601	Threatened
Pitcher's Thistle <i>Cirsium pitcheri</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8153	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: ENCAP Inc.

Name: Alyssa Bushman

Address: 2585 Wagner Ct

City: DeKalb

State: IL

Zip: 60115

Email: abushman@encapinc.net

Phone: 8153754992

IDNR EcoCAT Natural Resources Review Results

Applicant: Alyssa Bushman
Contact: Ghenadie Cebotaru
Address: 2585 Wagner Ct
DeKalb, IL 60115

IDNR Project Number: 2403823
Date: 08/28/2023
Alternate Number: 23-0731

Project: 1280-1290 Townline Road
Address: 1280-1290 Townline Road, Mundelein

Description: Proposed development.

Natural Resource Review Results

This project was submitted for information only. It is not a consultation under Part 1075.

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Lake

Township, Range, Section:
44N, 11E, 32



IL Department of Natural Resources

Contact

Impact Assessment Section
217-785-5500
Division of Ecosystems & Environment

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

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1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

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EcoCAT Receipt

Project Code 2403823

APPLICANT	DATE
Alyssa Bushman Ghenadie Cebotaru 2585 Wagner Ct DeKalb, IL 60115	8/28/2023

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
EcoCAT Consultation	\$ 25.00	\$ 1.00	\$ 26.00
		TOTAL PAID	\$ 26.00

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
217-785-5500
dnr.ecocat@illinois.gov

Floristic Quality Data Sheets

SITE: 1280-1290 Townline Road
 LOCALE: Wetland 1
 BY: R. Van Herik & A. Bushman
 NOTES: 08.08.2023

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	1.00	SPECIES RICHNESS (ALL)	5
MEAN C (ALL SPECIES)	0.40	SPECIES RICHNESS (NATIVE)	2
MEAN C (NATIVE TREES) n/a		% NON-NATIVE	0.60
MEAN C (NATIVE SHRUBS)	2.00	WET INDICATOR (ALL)	-0.20
MEAN C (NATIVE HERBACEOUS)	0.00	WET INDICATOR (NATIVE)	-0.50
FQAI (NATIVE SPECIES)	1.41	% HYDROPHYTE (MIDWEST)	0.80
FQAI (ALL SPECIES)	0.89	% NATIVE PERENNIAL	0.40
ADJUSTED FQAI	6.32	% NATIVE ANNUAL	0.00
% C VALUE 0	0.80	% ANNUAL	0.00
% C VALUE 1-3	0.20	% PERENNIAL	0.80
% C VALUE 4-6	0.00		
% C VALUE 7-10	0.00		

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM) DIPSACUS	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
DIPLAC	Dipsacus laciniatus	LACINIATUS	Cut-Leaf Teasel		0 UPL	FACU		2 Forb	Biennial	Adventive
EUPSER	Eupatorium serotinum	Eupatorium serotinum	Late-Flowering Thoroughwort		0 FAC	FAC		0 Forb	Perennial	Native
PHRAUSU	Phragmites australis ssp. australis	PHRAGMITES AUSTRALIS	Common Reed		0 FACW	FACW		-1 Grass	Perennial	Adventive
SALINT	Salix interior	SALIX INTERIOR	Sandbar Willow		2 FACW	FACW		-1 Shrub	Perennial	Native
SOLSEM	Solidago sempervirens	SOLIDAGO SEMPERVIRENS	Seaside Goldenrod		0 FACW	FACW		-1 Forb	Perennial	Adventive

USACE Wetland Determination Data Forms – Midwest Region

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site 1280-1290 Townline Road City/County: Mundelein / Lake Sampling Date: 08/08/2023
 Applicant/Owner Townline Properties LLC State: IL Sampling Point: A
 Investigator(s) R. Van Herik, A. Bushman Section, Township, Range: Sec. 32 T44N R11E
 Landform (hillslope, terrace, etc.): Slight depression Local Relief (concave, convex, none): Concave
 Slope (%): 1% *Lat: 42.24255385 *Long: -87.98231892 Datum: Investigated Area 1
 Soil Map Unit Name: Varna silt loam, 4 to 6 percent slopes, eroded (223C2) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☒ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	Is the Sampled Area Within a Wetland?	Yes ☐ No ☒
Hydric Soils Present?	Yes ☐ No ☒		
Wetland Hydrology Present?	Yes ☐ No ☒		
Remarks: Precipitation data from the previous 3 months indicates the climatic/hydrologic conditions have been normal.			
*Coordinates obtained from Site Photograph.			

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That are OBL, FACW, or FAC: <u>100%</u> (A/B)
1.					
2.					
3.					
4.					
5.					
		<u>0</u>	= Total Cover		Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u> </u> x 1 <u> </u> FACW species <u> </u> x 2 <u> </u> FAC species <u> </u> x 3 <u> </u> FACU species <u> </u> x 4 <u> </u> UPL species <u> </u> x 5 <u> </u> TOTALS (A) <u> </u> (B) <u> </u> Prevalence Index (B/A) = <u> </u>
Sapling/Shrub Stratum (Plot size: 15')					
1.					
2.					
3.					
4.					
		<u>0</u>	=Total Cover		
Herb Stratum (Plot size: 5')					Hydrophytic Vegetation Indicators: ☐ Rapid Test for Hydrophytic Vegetation ☒ Dominance Test is >50% ☐ Prevalence Index is ≤ 3.0 ¹ ☐ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1.	<i>Phragmites australis subsp. australis</i>	95	Y	FACW	
2.	<i>Dipsacus laciniatus</i>	5	N	UPL	
3.					
4.					
5.					
		<u>100</u>	=Total Cover		
Woody Vine Stratum (Plot size: 30')					Hydrophytic Vegetation Present? Yes ☒ No ☐
1.					
2.					
		<u>0</u>	=Total Cover		
Remarks: Photograph 4					

SOIL

Sampling Point A**Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators)**

Depth (Inches)	Matrix		Redox Features		Type ¹	Loc ²	Texture	Remarks
	Color (Moist)	%	Color (Moist)	%				
<u>0-4</u>	<u>10YR 3/3</u>	<u>100</u>					<u>SiL</u>	Gravel present

¹Type: C = Concentration, D = Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains²Location: PL = Pore Lining, M = Matrix**Hydric Soil Indicators**

- ☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³

- ☐ Coast Prairie Redox (A16)
☐ Dark Surface (S7)
☐ Iron- Manganese Masses (F12)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³ Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.**Restrictive Layer (if observed)**
 Type: Gravel and fill
 Depth: 4"
Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
☐ Aquatic Fauna (B 3)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☐ Geomorphic Position (D2)
☒ FAC-Neutral Test (D5)

Field Observations:
 Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A
 Water Table Present? Yes ☐ No ☒ Depth (inches) N/A
 Saturation Present? Yes ☐ No ☒ Depth (inches) N/A
 (includes capillary fringe)
Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site 1280-1290 Townline Road City/County: Mundelein / Lake Sampling Date: 08/08/2023

Applicant/Owner Townline Properties LLC State: IL Sampling Point: B

Investigator(s) R. Van Herik, A. Bushman Section, Township, Range: Sec. 32 T44N R11E

Landform (hillslope, terrace, etc.): Erosional drainage feature Local Relief (concave, convex, none): Concave

Slope (%): 1% *Lat: 42.24239091 *Long: -87.98214335 Datum: Investigated Area 2

Soil Map Unit Name: Varna silt loam, 4 to 6 percent slopes, eroded (223C2) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☒ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☐ No ☒	Is the Sampled Area Within a Wetland?	Yes ☐ No ☒
Hydric Soils Present?	Yes ☐ No ☒		
Wetland Hydrology Present?	Yes ☐ No ☒		

Remarks: **Precipitation data from the previous 3 months indicates the climatic/hydrologic conditions have been normal.**

*Coordinates obtained from Site Photograph.

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That are OBL, FACW, or FAC: <u>50%</u> (A/B)
1.					
2.					
3.					
4.					
5.					
		<u>0</u>	= Total Cover		
Sapling/Shrub Stratum	(Plot size: 15')				Prevalence Index worksheet: Total % Cover of: OBL species _____ Multiply by: x 1 _____ FACW species _____ x 2 _____ FAC species _____ x 3 _____ FACU species _____ x 4 _____ UPL species _____ x 5 _____ TOTALS (A) _____ (B) _____ Prevalence Index (B/A) = _____
1.	<u>Salix interior</u>	<u>60</u>	<u>Y</u>	<u>FACW</u>	
2.					
3.					
4.					
5.					
		<u>60</u>	=Total Cover		
Herb Stratum	(Plot size: 5')				Hydrophytic Vegetation Indicators: ☐ Rapid Test for Hydrophytic Vegetation ☐ Dominance Test is >50% ☐ Prevalence Index is ≤ 3.0 ¹ ☐ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1.	<u>Dipsacus laciniatum</u>	<u>30</u>	<u>Y</u>	<u>UPL</u>	
2.	<u>Phragmites australis subs. australis</u>	<u>5</u>	<u>N</u>	<u>FACW</u>	
3.	<u>Hypericum perforatum</u>	<u>2</u>	<u>N</u>	<u>FACU</u>	
4.					
5.					
6.					
7.					
8.					
9.					
10.					
		<u>37</u>	=Total Cover		
Woody Vine Stratum	(Plot size: 30')				Hydrophytic Vegetation Present? Yes ☐ No ☒
1.					
2.					
		<u>0</u>	=Total Cover		

Remarks:
Photograph 6

SOIL

Sampling Point B

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators)

Depth (Inches)	Matrix		Redox Features		Type ¹	Loc ²	Texture	Remarks
	Color (Moist)	%	Color (Moist)	%				
<u>0-4</u>	<u>10YR 3/3</u>	<u>85</u>	<u>10YR 5/4</u>	<u>15</u>	<u>C</u>	<u>M</u>	<u>SiL</u>	<u>Gravel present</u>

¹Type: C = Concentration, D = Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains ²Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³

- ☐ Coast Prairie Redox (A16)
☐ Dark Surface (S7)
☐ Iron- Manganese Masses (F12)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³ Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: Gravel and fill
 Depth: 4"

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
☐ Aquatic Fauna (B 3)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☐ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A
 Water Table Present? Yes ☐ No ☒ Depth (inches) N/A
 Saturation Present? Yes ☐ No ☒ Depth (inches) N/A
 (includes capillary fringe)

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site 1280-1290 Townline Road City/County: Mundelein / Lake Sampling Date: 08/08/2023

Applicant/Owner Townline Properties LLC State: IL Sampling Point: C

Investigator(s) R. Van Herik, A. Bushman Section, Township, Range: Sec. 32 T44N R11E

Landform (hillslope, terrace, etc.): Slight Depression Local Relief (concave, convex, none): Concave

Slope (%): 1% *Lat: 42.24228196 *Long: -87.98226935 Datum: Wetland 1

Soil Map Unit Name: Varna silt loam, 4 to 6 percent slopes, eroded (223C2) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☒ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	Is the Sampled Area Within a Wetland?	Yes ☒ No ☐
Hydric Soils Present?	Yes ☒ No ☐		
Wetland Hydrology Present?	Yes ☒ No ☐		

Remarks: **Precipitation data from the previous 3 months indicates the climatic/hydrologic conditions have been normal.**

*Coordinates obtained from Site Photograph.

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That are OBL, FACW, or FAC: <u>100%</u> (A/B)
1.					
2.					
3.					
4.					
5.		0 = Total Cover			
Sapling/Shrub Stratum	(Plot size: 15')				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: OBL species _____ x 1 FACW species _____ x 2 FAC species _____ x 3 FACU species _____ x 4 UPL species _____ x 5 TOTALS (A) _____ (B) _____ Prevalence Index (B/A) = _____
1.					
2.					
3.					
4.					
5.		0 = Total Cover			
Herb Stratum	(Plot size: 5')				Hydrophytic Vegetation Indicators: ☐ Rapid Test for Hydrophytic Vegetation ☒ Dominance Test is >50% ☐ Prevalence Index is ≤ 3.0 ¹ ☐ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1.	<i>Phragmites australis subs. australis</i>	80	Y	FACW	
2.	<i>Dipsacus laciniatus</i>	5	N	UPL	
3.					
4.					
5.		85 = Total Cover			
Woody Vine Stratum	(Plot size: 30')				Hydrophytic Vegetation Present? Yes ☒ No ☐
1.					
2.					
3.		0 = Total Cover			

Remarks:
Photograph 1

SOIL

Sampling Point C

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators)

Depth (Inches)	Matrix		Redox Features		Type ¹	Loc ²	Texture	Remarks
	Color (Moist)	%	Color (Moist)	%				
<u>0-4</u>	<u>10YR 4/2</u>	<u>98</u>	<u>10YR 4/6</u>	<u>2</u>	<u>C</u>	<u>M</u>	<u>SiL</u>	<u>Gravel</u>

¹Type: C = Concentration, D = Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains ²Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators

- | | |
|--|--|
| ☐ Histosol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Stratified Layers (A5) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ 2 cm Muck (A10) | ☒ Depleted Matrix (F3) |
| ☐ Depleted below Dark Surface (A11) | ☐ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils³

- ☐ Coast Prairie Redox (A16)
☐ Dark Surface (S7)
☐ Iron- Manganese Masses (F12)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³ Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: Gravel and fill
Depth: 4"

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Water Stained Leaves (B9) |
| ☐ High Water Table (A2) | ☐ Aquatic Fauna (B 3) |
| ☐ Saturation (A3) | ☐ True Aquatic Plants (B14) |
| ☐ Water Marks (B1) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Sediment Deposits (B2) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Drift Deposits (B3) | ☐ Presence of Reduced Iron (C4) |
| ☐ Algal Mat or Crust (B4) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Iron Deposits (B5) | ☐ Thin Muck Surface (C7) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Gauge or Well Data (D9) |
| ☐ Sparsely Vegetated Concave Surface (B8) | ☐ Other (Explain in Remarks) |

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☒ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A
 Water Table Present? Yes ☐ No ☒ Depth (inches) N/A
 Saturation Present? Yes ☐ No ☒ Depth (inches) N/A
 (includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site 1280-1290 Townline Road City/County: Mundelein / Lake Sampling Date: 08/08/2023

Applicant/Owner Townline Properties LLC State: IL Sampling Point: D

Investigator(s) R. Van Herik, A. Bushman Section, Township, Range: Sec. 32 T44N R11E

Landform (hillslope, terrace, etc.): Flat Local Relief (concave, convex, none): Concave

Slope (%): 1% *Lat: 42.242353887 *Long: -87.98229367 Datum: Wetland 1 Upland

Soil Map Unit Name: Varna silt loam, 4 to 6 percent slopes, eroded (223C2) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☒ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☐ No ☒	Is the Sampled Area Within a Wetland?	Yes ☐ No ☒
Hydric Soils Present?	Yes ☒ No ☐		
Wetland Hydrology Present?	Yes ☐ No ☒		

Remarks: **Precipitation data from the previous 3 months indicates the climatic/hydrologic conditions have been normal.**

*Coordinates obtained from Site Photograph.

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That are OBL, FACW, or FAC: <u>0%</u> (A/B)
1.					
2.					
3.					
4.					
		<u>0</u>	= Total Cover		Prevalence Index worksheet: Total % Cover of: _____ Multiply by: OBL species _____ x 1 FACW species _____ x 2 FAC species _____ x 3 FACU species _____ x 4 UPL species _____ x 5 TOTALS (A) _____ (B) _____ Prevalence Index (B/A) = _____
Sapling/Shrub Stratum (Plot size: 15')					
1.					
2.					
3.					
		<u>0</u>	=Total Cover		
Herb Stratum (Plot size: 5')					Hydrophytic Vegetation Indicators: ☐ Rapid Test for Hydrophytic Vegetation ☐ Dominance Test is >50% ☐ Prevalence Index is ≤ 3.0 ¹ ☐ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1.	<u>Dipsacus laciniatus</u>	<u>85</u>	<u>Y</u>	<u>UPL</u>	
2.	<u>Juncus tenuis</u>	<u>5</u>	<u>N</u>	<u>FAC</u>	
3.	<u>Solidago sempervirens</u>	<u>5</u>	<u>N</u>	<u>FACW</u>	
4.	<u>Lythrum salicaria</u>	<u>3</u>	<u>N</u>	<u>OBL</u>	
5.					
6.					
7.					
8.					
9.					
		<u>98</u>	=Total Cover		
Woody Vine Stratum (Plot size: 30')					Hydrophytic Vegetation Present? Yes ☐ No ☒
1.					
2.					
		<u>0</u>	=Total Cover		

Remarks:
Photograph 2

SOIL

Sampling Point D

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators)

Depth (Inches)	Matrix		Redox Features		Type ¹	Loc ²	Texture	Remarks
	Color (Moist)	%	Color (Moist)	%				
<u>0-2</u>	<u>10YR 4/2</u>	<u>98</u>	<u>10YR 5/6</u>	<u>2</u>	<u>C</u>	<u>M</u>	<u>SiL</u>	

¹Type: C = Concentration, D = Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains²Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☒ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³

- ☐ Coast Prairie Redox (A16)
☐ Dark Surface (S7)
☐ Iron- Manganese Masses (F12)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³ Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

 Type: Gravel and fill
 Depth: 2"
Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
☐ Aquatic Fauna (B 3)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☐ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

 Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A
 Water Table Present? Yes ☐ No ☒ Depth (inches) N/A
 Saturation Present? Yes ☐ No ☒ Depth (inches) N/A
 (includes capillary fringe)
Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site 1280-1290 Townline Road City/County: Mundelein / Lake Sampling Date: 08/08/2023

Applicant/Owner Townline Properties LLC State: IL Sampling Point: E

Investigator(s) R. Van Herik, A. Bushman Section, Township, Range: Sec. 32 T44N R11E

Landform (hillslope, terrace, etc.): Graded lot Local Relief (concave, convex, none): None

Slope (%): 0 *Lat: 42.24209155 *Long: -87.98289098 Datum: Investigated Area 3

Soil Map Unit Name: Ashkum silty clay loam, 0 to 2 percent slopes (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☒ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	Is the Sampled Area Within a Wetland?	Yes ☐ No ☒
Hydric Soils Present?	Yes ☐ No ☒		
Wetland Hydrology Present?	Yes ☐ No ☒		

Remarks: **Precipitation data from the previous 3 months indicates the climatic/hydrologic conditions have been normal.**

*Coordinates obtained from Site Photograph.

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That are OBL, FACW, or FAC: <u>100%</u> (A/B)
1.					
2.					
3.					
4.					
Sapling/Shrub Stratum (Plot size: 15')					Prevalence Index worksheet: Total % Cover of: _____ Multiply by: OBL species _____ x 1 _____ FACW species _____ x 2 _____ FAC species _____ x 3 _____ FACU species _____ x 4 _____ UPL species _____ x 5 _____ TOTALS (A) _____ (B) _____ Prevalence Index (B/A) = _____
1.					
2.					
3.					
4.					
Herb Stratum (Plot size: 5')					Hydrophytic Vegetation Indicators: ☐ Rapid Test for Hydrophytic Vegetation ☒ Dominance Test is >50% ☐ Prevalence Index is ≤ 3.0 ¹ ☐ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1.	<i>Phragmites australis subsp. australis</i>	20	Y	FACW	
2.	<i>Solidago sempervirens</i>	15	Y	FACW	
3.	<i>Lythrum salicaria</i>	10	N	OBL	
4.	<i>Schoenoplectus pungens</i>	5	N	OBL	
5.	<i>Solidago altissima</i>	2	N	FACU	
6.	<i>Daucus carota</i>	1	N	UPL	
7.	<i>Dipsacus laciniatus</i>	1	N	UPL	
8.	<i>Symphyotrichum pilosum</i>	1	N	FACU	
9.					
Woody Vine Stratum (Plot size: 30')					Hydrophytic Vegetation Present? Yes ☒ No ☐
1.					
2.					

Remarks:
Photograph 8

SOIL

Sampling Point E**Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators)**

Depth (Inches)	Matrix		Redox Features		Type ¹	Loc ²	Texture	Remarks
	Color (Moist)	%	Color (Moist)	%				
<u>0-2</u>	<u>10YR 4/2</u>	<u>100</u>					<u>SiL</u>	Gravel

¹Type: C = Concentration, D = Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains²Location: PL = Pore Lining, M = Matrix**Hydric Soil Indicators**

- ☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³

- ☐ Coast Prairie Redox (A16)
☐ Dark Surface (S7)
☐ Iron- Manganese Masses (F12)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³ Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.**Restrictive Layer (if observed)**

Type: Gravel and fill
 Depth: 2"

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
☐ Aquatic Fauna (B 3)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☐ Geomorphic Position (D2)
☒ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A
 Water Table Present? Yes ☐ No ☒ Depth (inches) N/A
 Saturation Present? Yes ☐ No ☒ Depth (inches) N/A
 (includes capillary fringe)

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Site Photographs

PHOTOGRAPH 1

DESCRIPTION:

Sample Point C

Wetland 1

Northern-Middle
Portion of Project
Area



PHOTOGRAPH 2

DESCRIPTION:

Sample Point D

Upland / Wetland 1

Northern-Middle
Portion of Project
Area



PHOTOGRAPH 3

DESCRIPTION:

Wetland 1
Overview



PHOTOGRAPH 4

DESCRIPTION:

Sample Point A
Investigated Area 1



PHOTOGRAPH 5

DESCRIPTION:

Investigated Area 1
Overview



PHOTOGRAPH 6

DESCRIPTION:

Sample Point B
Investigated Area 2



PHOTOGRAPH 7

DESCRIPTION:

Investigated Area 2
Overview



PHOTOGRAPH 8

DESCRIPTION:

Sample Point E
Investigated Area 3



PHOTOGRAPH 9

DESCRIPTION:

Investigated Area 3
Overview



PHOTOGRAPH 10

DESCRIPTION:

Project Area
Overview from
Northern Edge



PHOTOGRAPH 11

DESCRIPTION:

Project Area
Overview from
Northern Edge



PHOTOGRAPH 12

DESCRIPTION:

Project Area
Overview from
Northern Edge



PHOTOGRAPH 13

DESCRIPTION:

Project Area
Overview from
Northern Edge



PHOTOGRAPH 14

DESCRIPTION:

Project Area
Overview



PHOTOGRAPH 15

DESCRIPTION:

Northwestern
Project Area
Overview



PHOTOGRAPH 16

DESCRIPTION:

Western Project
Area Boundary
Overview



PHOTOGRAPH 17

DESCRIPTION:

Northwestern
Portion of Project
Area



PHOTOGRAPH 18

DESCRIPTION:

Project Area
Overview



PHOTOGRAPH 19

DESCRIPTION:

Storm Sewer Inlet
in Wetland 1



PHOTOGRAPH 20

DESCRIPTION:

Storm Sewer Inlet
in Wetland 1



PHOTOGRAPH 21

DESCRIPTION:

Project Area
Overview- Central
Portion



PHOTOGRAPH 22

DESCRIPTION:

Project Area
Overview- Central
Portion



PHOTOGRAPH 23

DESCRIPTION:

Project Area
Overview- Western
Driveway



PHOTOGRAPH 24

DESCRIPTION:

Project Area
Overview- Western
Driveway



PHOTOGRAPH 25

DESCRIPTION:

Project Area
Overview- Central
Portion



PHOTOGRAPH 26

DESCRIPTION:

Project Area
Overview



PHOTOGRAPH 27

DESCRIPTION:

Project Area
Overview- Northern
Portion



PHOTOGRAPH 28

DESCRIPTION:

Project Area
Overview - Eastern
Edge of the
Northern Portion



PHOTOGRAPH 29

DESCRIPTION:

Project Area
Overview -
Southern Portion



PHOTOGRAPH 30

DESCRIPTION:

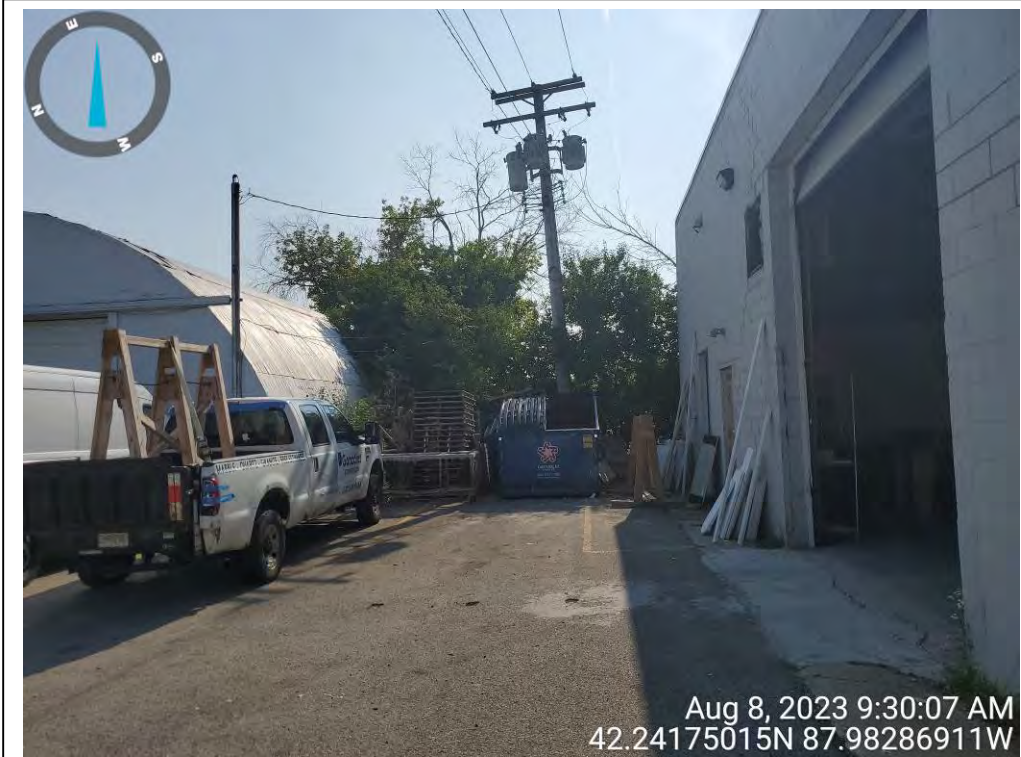
Project Area
Overview -
Southern Portion



PHOTOGRAPH 31

DESCRIPTION:

Project Area
Overview -
Southern Portion



PHOTOGRAPH 32

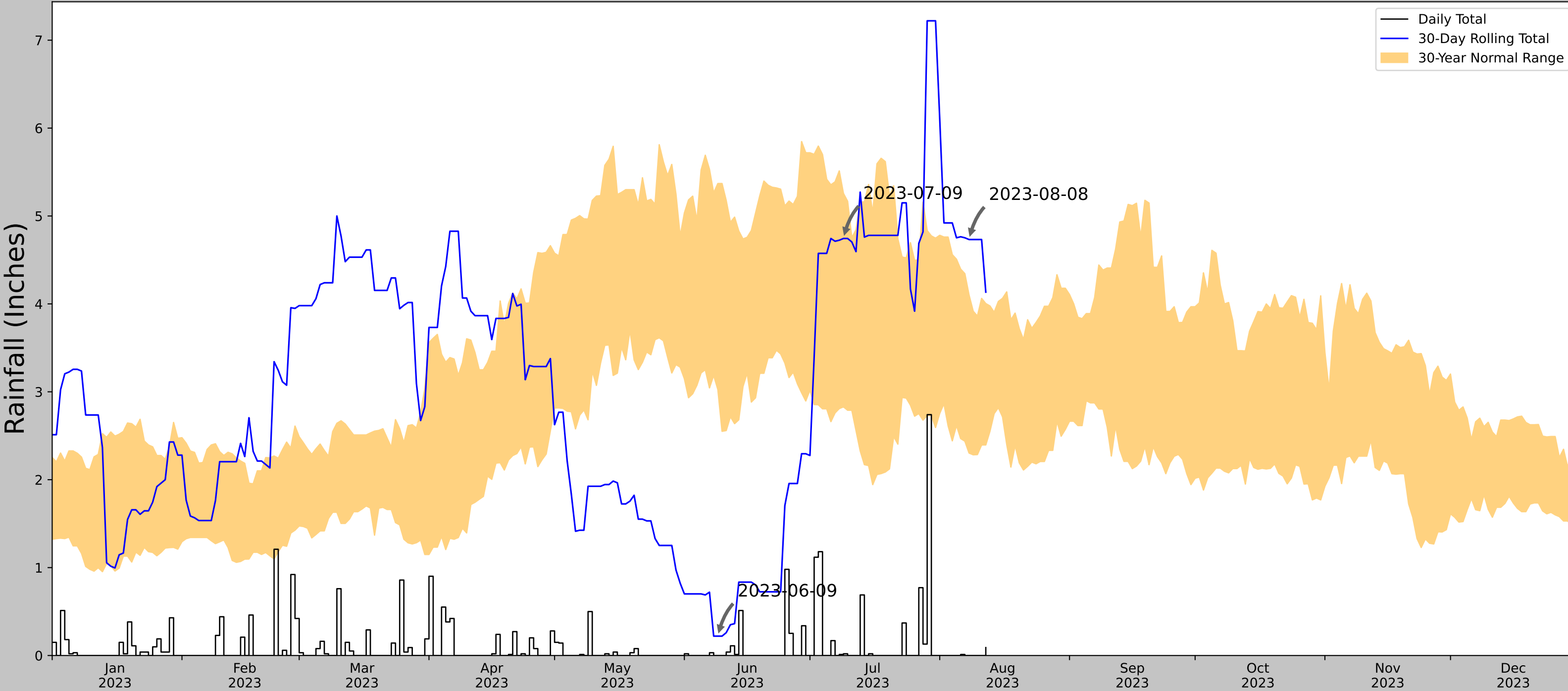
DESCRIPTION:

Project Area
Overview -
Southern Portion



USACE Antecedent Precipitation Tool Figure & Tables (08.08.2023)

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	42.241848, -87.982798
Observation Date	2023-08-08
Elevation (ft)	720.319
Drought Index (PDSI)	Incipient drought (2023-07)
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2023-08-08	2.30315	4.101575	4.732284	Wet	3	3	9
2023-07-09	2.82874	5.257087	4.744095	Normal	2	2	4
2023-06-09	3.025984	5.369685	0.220472	Dry	1	1	1
Result							Normal Conditions - 14

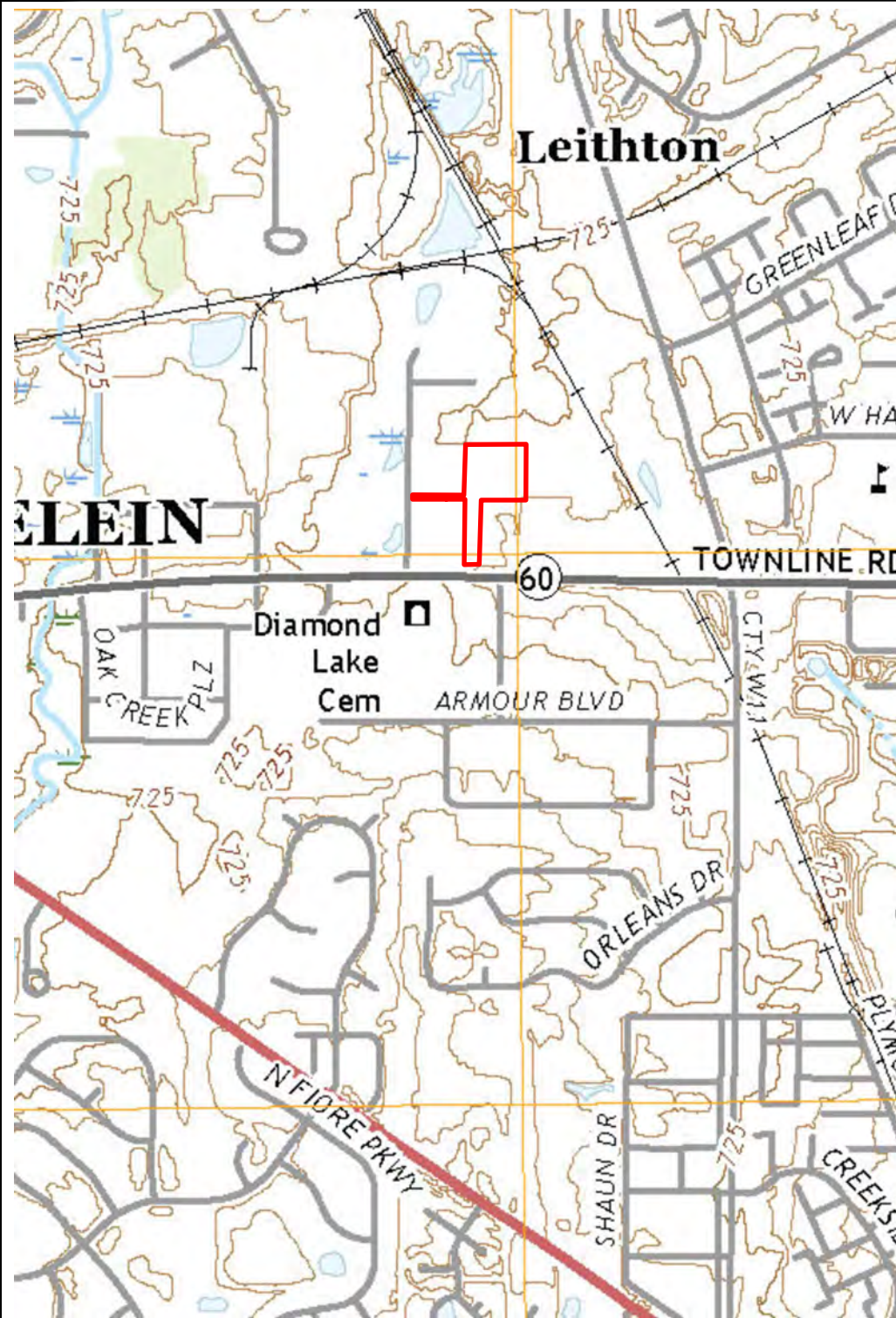


Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
MUNDELEIN 4 WSW	42.2553, -88.0775	839.895	4.932	119.576	2.809	8554	90
LIBERTYVILLE 4 NNW	42.3097, -87.9908	720.144	5.811	119.751	3.311	1789	0
BARRINGTON 3SW	42.1153, -88.1639	875.0	10.636	35.105	5.16	926	0
MC HENRY -WG STRATTON L&D	42.3092, -88.2533	735.892	9.728	104.003	5.389	27	0
LAKE VILLA 2NE	42.4308, -88.0594	839.895	12.161	0.0	5.472	57	0

Exhibits A - J



LEGEND:

Project Area



Location Map

Source: U.S. Geological Survey
Section 32 T44N R11E
Latitude: 42.241848 Longitude: -87.982798

1280-1290 Townline Road

Project Number: 23-0731A
Townline Properties, LLC



0 500 1000 2000
SCALE: 1"= 1000'



NORTH

Exhibit A



LEGEND:

Project Area

Wetlands

- Estuarine and Marine
- Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

National Wetlands Inventory

Source: U.S. Fish & Wildlife Service

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC



0 100 200 400
SCALE: 1"=200'



NORTH

Exhibit B



LEGEND:

- Project Area —
- ADvanced IDentification Wetlands ■
- Lake County Wetland Inventory ■

Lake County Advanced Identification of Aquatic Resources (ADID)

Sources: Lake County Agencies
USDA, USEPA, USFWS, USACE
Libertyville Township

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC



0 100 200 400
SCALE: 1"=200'



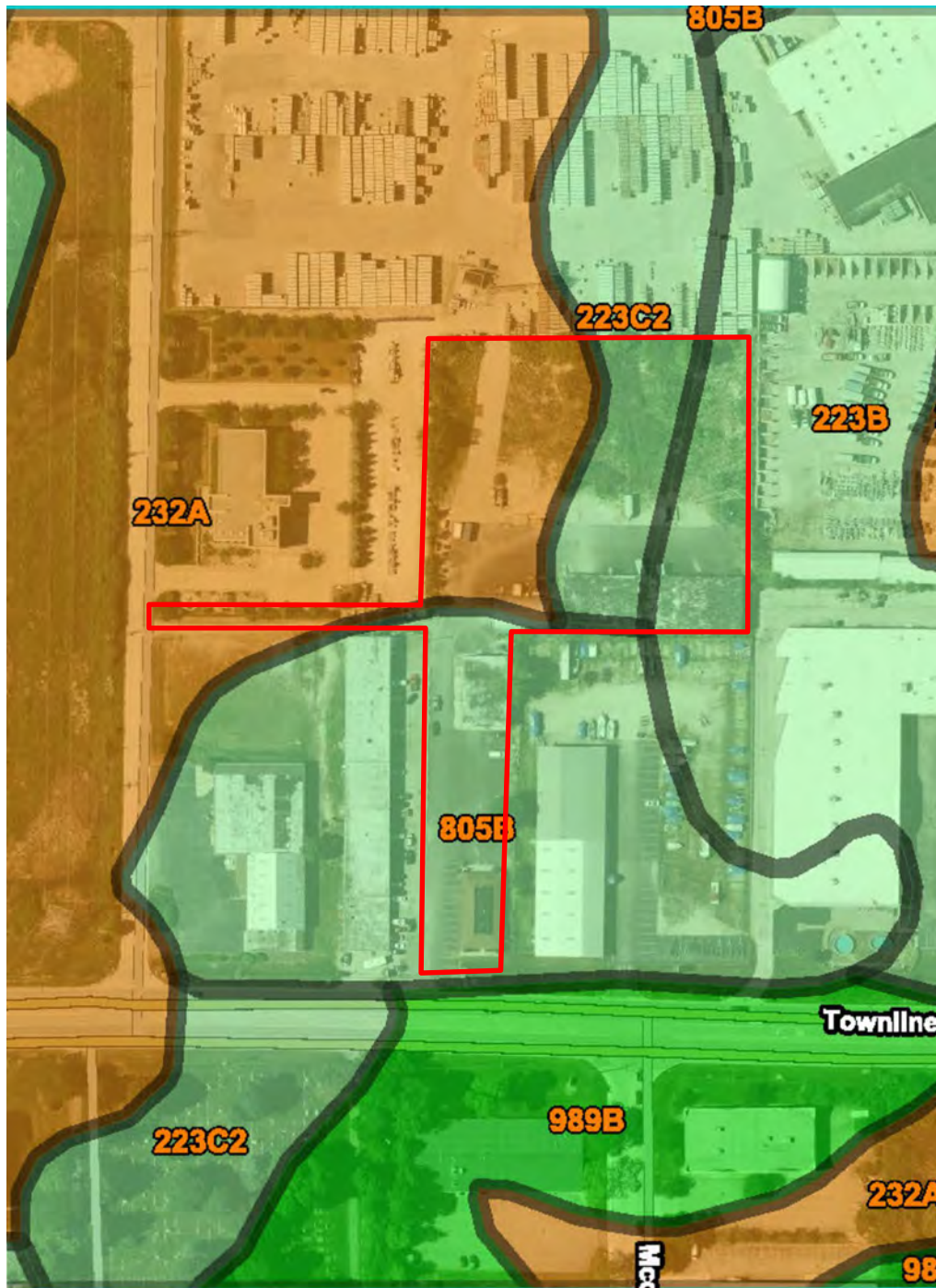
NORTH

Exhibit C

LEGEND:

Project Area

- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available



Soil Map

Source: U.S. Department of Agriculture
Natural Resources Conservation Service
Web Soil Survey 3.1

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC



0 100 200 400
SCALE: 1"=200'

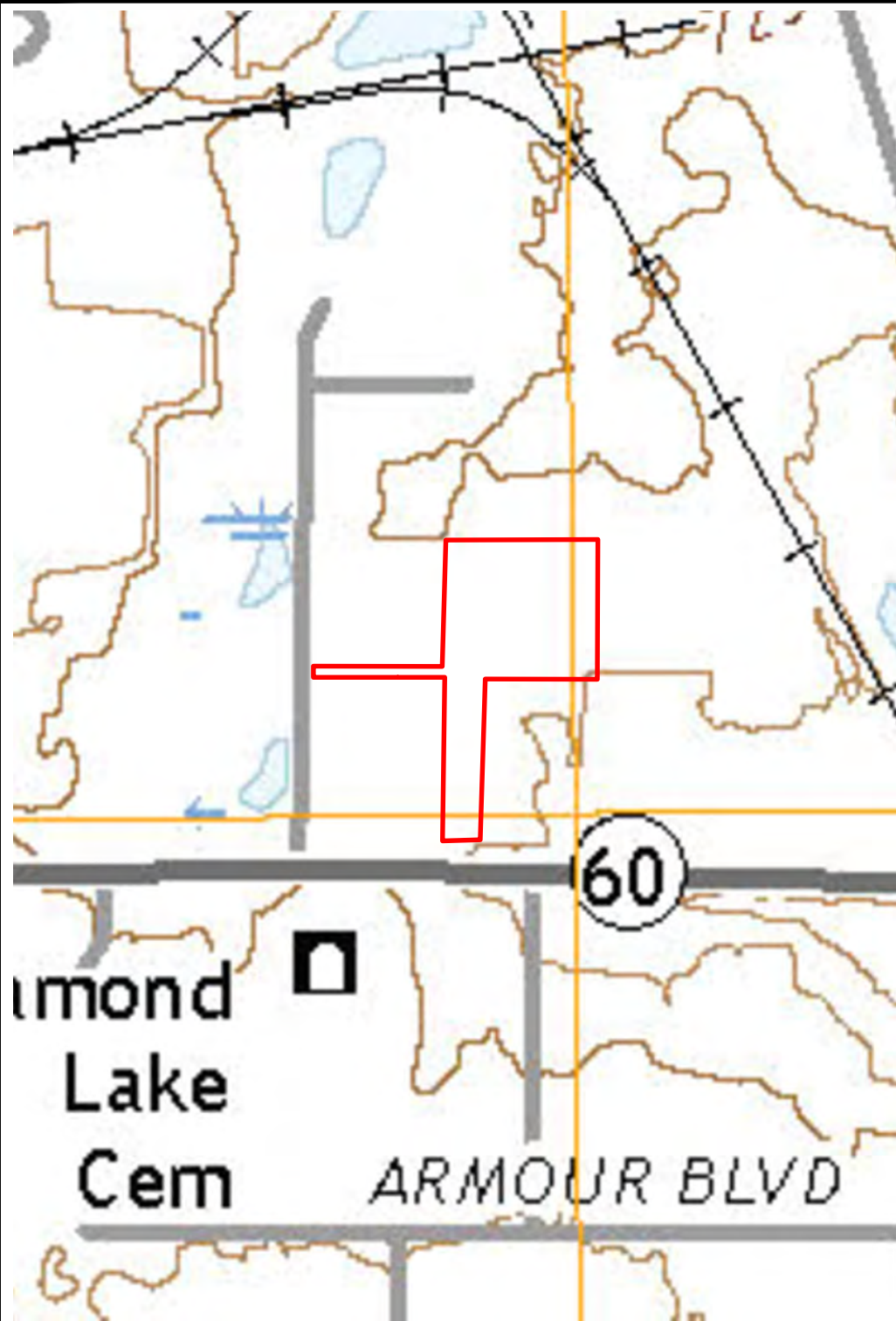


NORTH

Exhibit D

LEGEND:

Project Area



2021 USGS Topographic Map

Source: U.S. Geological Survey
Wheeling Quadrangle



0 200 400 800
SCALE: 1"=400'



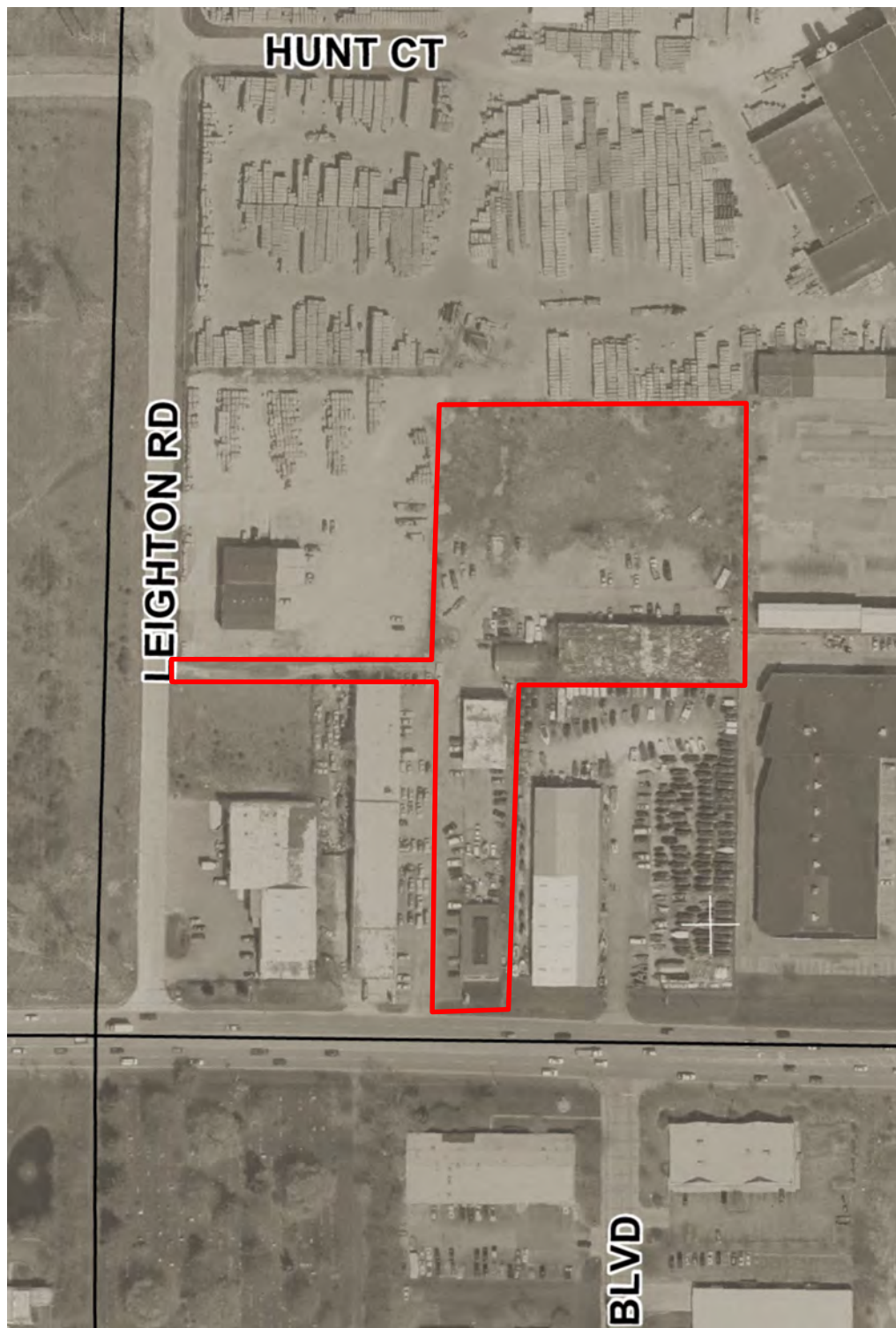
NORTH

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC

Exhibit E



LEGEND:

Project Area



Flood Insurance Rate Map

Source: Federal Emergency Management Agency (FEMA)
Panel Number: 0251K
Effective Date: September 18, 2023

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC

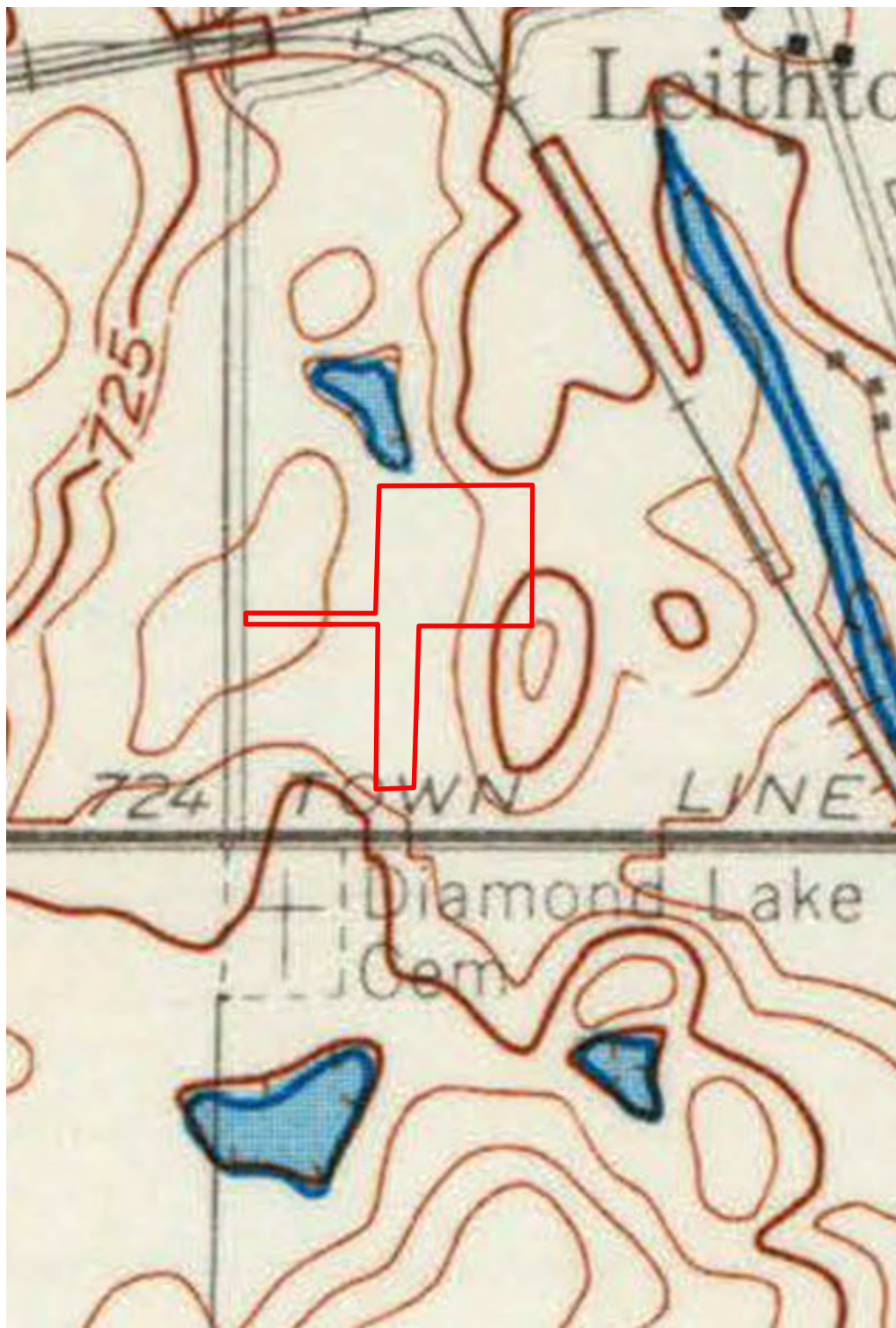


0 100 200 400
SCALE: 1"=200'



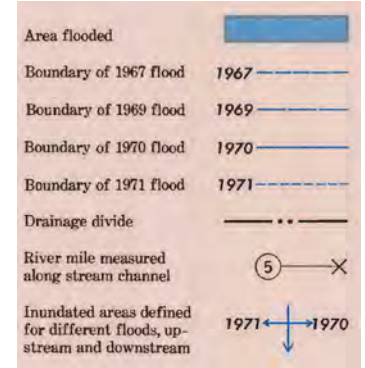
NORTH

Exhibit F



LEGEND:

Project Area



Hydrologic Atlas

Source: U.S. Geological Survey
Quadrangle

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC

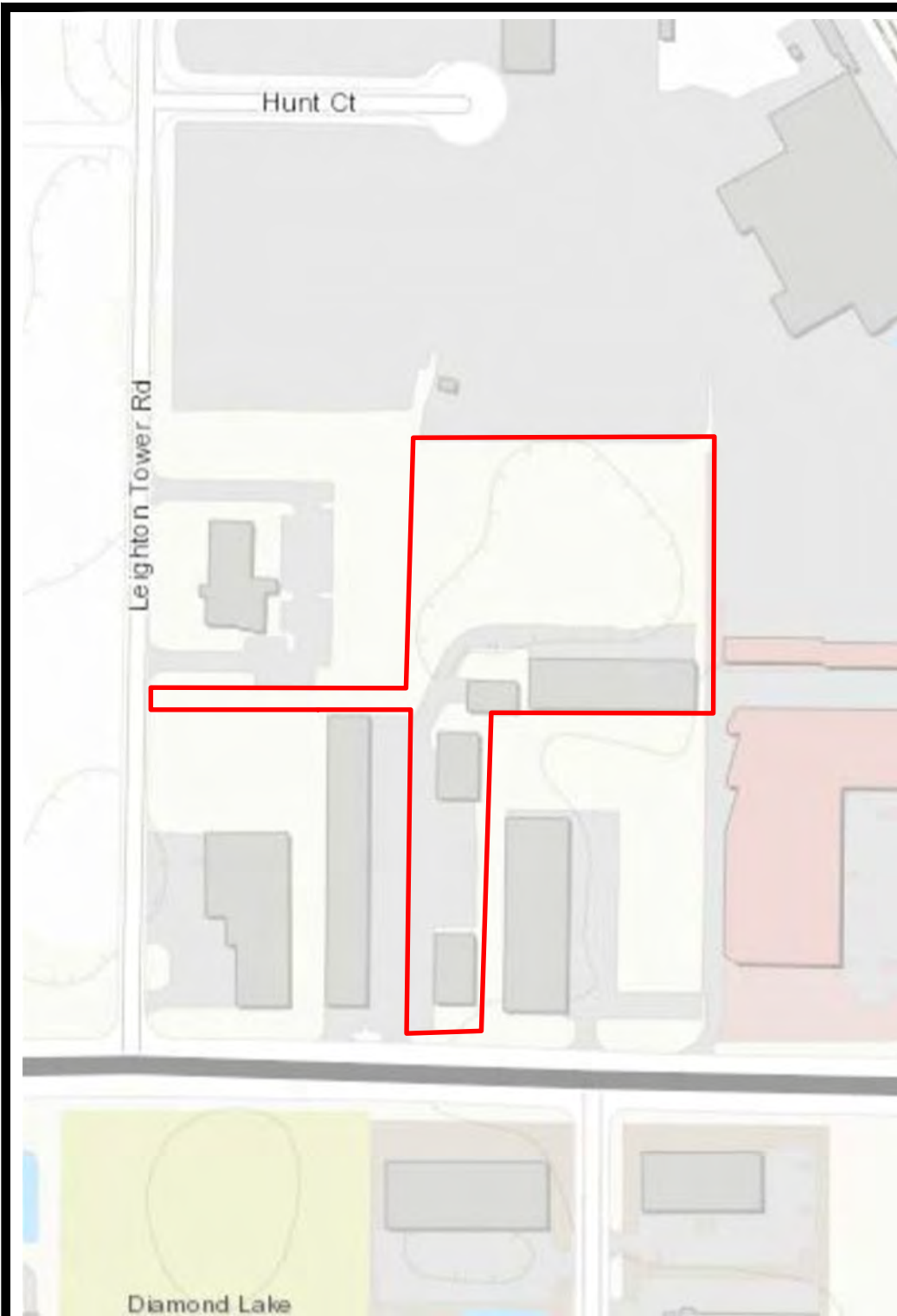


0 200 400 800
SCALE: 1"=400'



NORTH

Exhibit G



LEGEND:

Project Area

National Register Properties

- Part of a NR Historic District
- Determined eligible for the NR
- Part of a NR Historic District - contributing
- Entered in the NR
- Undetermined
- Other

**Historic Architectural Resources
Geographic Information System**

Source: Illinois State Historic Preservation Office

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC



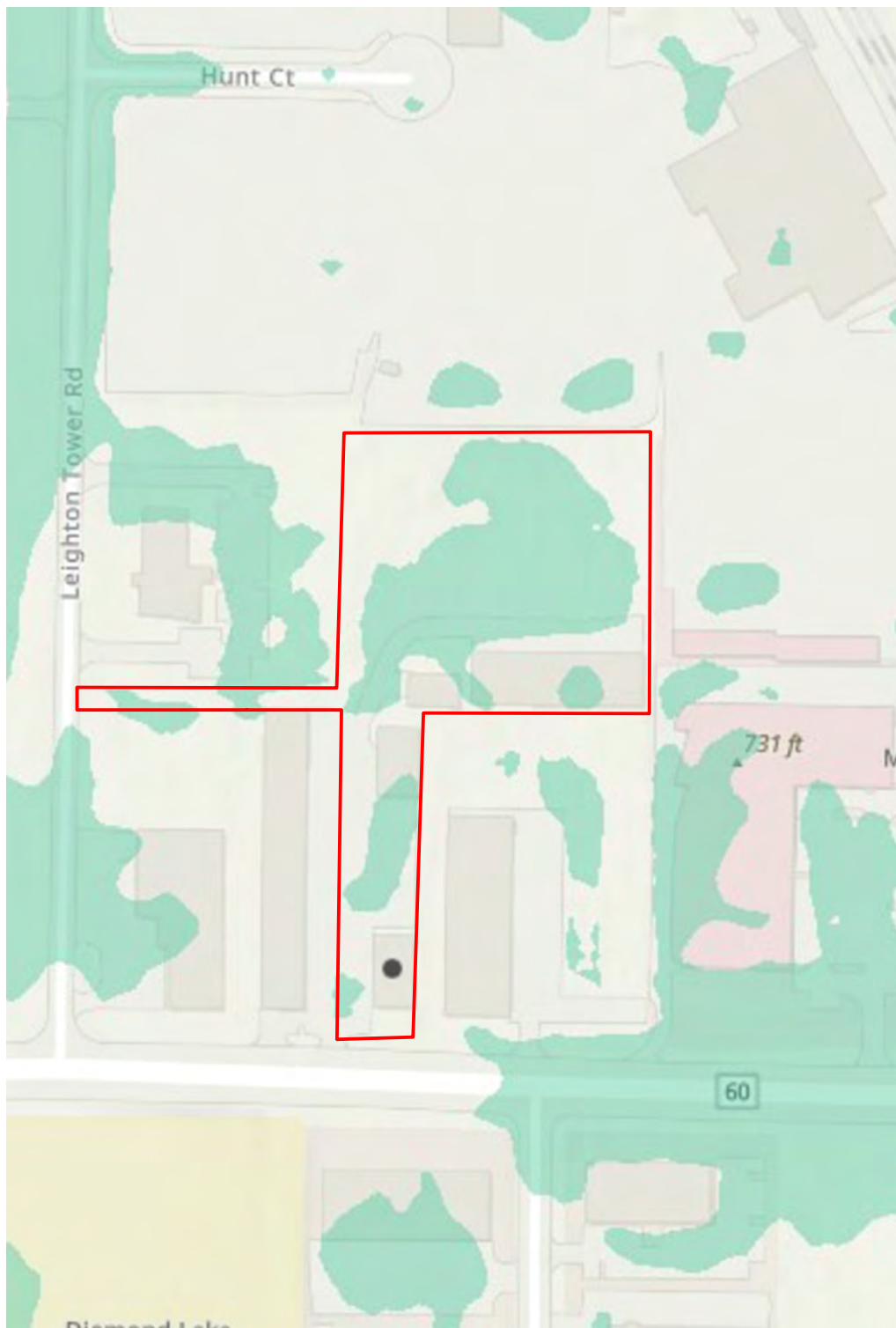
0 100 200 400

SCALE: 1"=200'



NORTH

Exhibit H



LEGEND:

Project Area

Topographic Wetness Index



Lake County Topographic Wetness Index (TWI) Map

Sources: Lake County GIS

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC



0 100 200 400

SCALE: 1"=200'



NORTH

Exhibit I



LEGEND:

- Project Area —
- Surveyed* On-site Wetland Boundary —
- Stormsewer Inlet ○
- Sample Points A-E

*Survey Provided by
Vanderstappen Land Surveying
dated 09.05.2023

WL Delineation Field Work
Completed 08.08.2023

Aerial Photograph

Map data: ©2023Google
Image Date: 2022

1280-1290 Townline Road

Project Number: 23-0731A

Townline Properties, LLC



0 100 200 400
SCALE: 1"=200'



NORTH

Exhibit J

November 2, 2023

Project: 1280-1290 Townline Road
Applicant: Townline Properties, LLC
Submission: Regulatory Opinion Memorandum
USACE #: LRC-2023-617
LCSMC #: IWLC-23-751
ENCAP, Inc. #: 23-0731A

To Whom it May Concern,

ENCAP, Inc. is providing this memorandum to detail the potential wetland regulatory path for the proposed parking lot expansion located at 1280-1290 Townline Road, Mundelein, Illinois. The proposed project includes filling one small depressional area that met wetland criteria, labelled as "Wetland 1" in the attached Water Resources Delineation Report (Attachment 1). No other water resources were identified within or adjacent to the project area.

On October 2, 2023, a Preliminary Jurisdictional Determination (PJD) and Boundary Verification (BV) were requested from Lake County Stormwater Management Commission (LCSMC). As of the date of this memorandum, the PJD and BV have not been completed; however, LCSMC intends to complete these items as soon as possible. The PJD process in Lake County is carried out in the presence of a United States Army Corps of Engineers (USACE) representative. The USACE has the final authority to determine the jurisdiction of the water resource identified on-site.

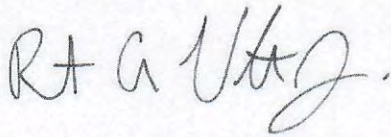
Wetland 1 lacks a direct surface connection to jurisdictional waters; therefore, it is likely to be considered an Isolated Waters of Lake County (IWLC). Furthermore, the feature may meet Federal exclusion criteria as outlined in the Revised Definition of Waters of the United States by virtue of being a waterfilled depression created in dry land incidental to construction activity. The feature may also be excluded from regulation under the Lake County Watershed Development Ordinance, as defined in Appendix A. This area appears to have been created incidental to construction grading between 1946-1961, mass graded and developed over the next 40 years into mixed commercial-industrial use. The area surrounding Wetland 1 was abandoned between 1974-1993, and left to develop wetland conditions, while the surrounding area continued to be developed (Attachment 2: Historical Aerials).

Once the PJD is received, if the feature is considered an IWLC, an Exclusion Request will be sent to the Village of Mundelein's Enforcement Officer. If an exclusion is granted, no further wetland permitting will be required to impact the resource. If an exclusion request is not granted, the project should fit under LCSMC General Permit Number 2, which authorizes minor impacts to IWLC. Due to the quality and size of the wetland, mitigation will not be required for impacts.

If you have any questions regarding this information or require more documentation, please do not hesitate to contact me at (815) 748-4500 or rvanherik@encapinc.net.

November 2, 2023

Sincerely,
ENCAP, Inc.

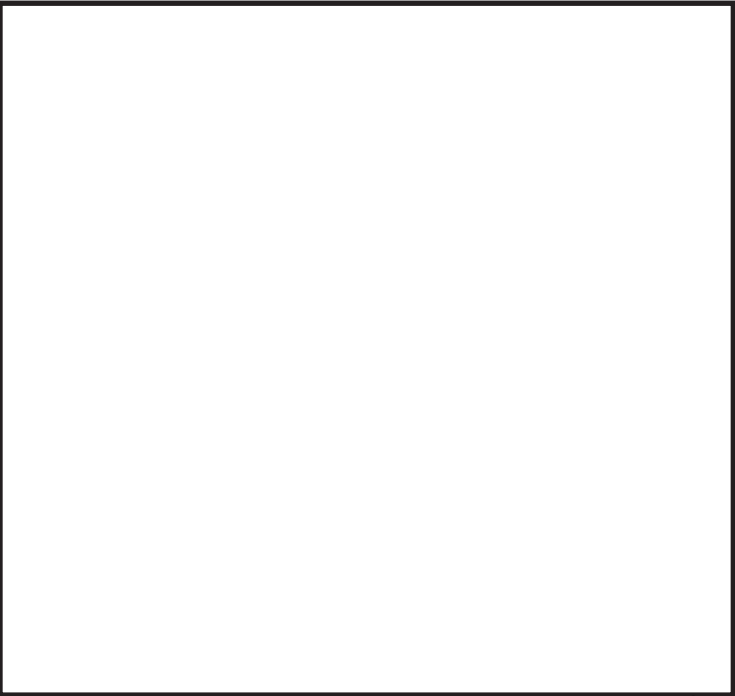
A handwritten signature in dark ink, appearing to read "Rt A V Herik".

Robert Van Herik, PWS, CWS
Senior Ecological Consultant

Attachments: Water Resources Delineation Report dated 09.13.2023
Historical Aerials (1946, 1961, 1974, 1993, 1997, 2000, 2005, 2010, 2015, 2020)

Cc: Mr. Ghenadie Cebotaru, Townline Properties, LLC
Mr. Daniel M. Havlir, Northwestern Engineering Consultants, P.C

Location Map: 1290 Townline Road



To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of April 22, 2024

Subject: Public Art Purchase – Meg White (Lawler-White Sculpture Studios, Inc.)

Financial Impact:

\$18,500 - 100-46999-108 - MAC

\$10,000 from FY2024 & \$8,500 from fiscal year sculpture is completed

Attachments:

1. Sculpture Agreement - Meg White

Background:

Meg White of *Lawler-White Sculpture Studios Inc.* is a sculpture artist based in Stephensport, KY that primarily focuses on figurative and wildlife sculpture. More of Meg's background and work examples can be found on her website: <https://www.megwhitesculpture.com/>. She has been creating sculptural public art since 1997, with artwork installed in Illinois, Kentucky, Florida, Colorado, North Carolina, Louisiana, and Iowa.

Meg is known more locally for her nearby sculpture *Awakening Muse* in Schaumburg, Illinois (pictured below). The sculpture is composed of several large, limestone forms and a grassy landform that create the illusion of a reclining woman. The sculpture is located in Schaumburg's International Sculpture Park, which is a meandering sculpture walk on 20 acres of meadow and forest. The park contains 16 sculptures.



Proposed Sculpture

- Concept. The MAC first came into contact with Meg White in April 2021 while discussing the possibility of a piece for the Courtland Commons area that is interactive and invokes feelings of community and support. In response, the artist created a clay model of her proposal, which is a hand in an open, slightly cupped position that suggests a caring presence. The hand symbolizes the strength of a community, neighbors helping neighbors, and how overwhelming times can be overcome by working together. The title is not yet decided, and referred to in the agreement as “Helping Hand” as a placeholder.

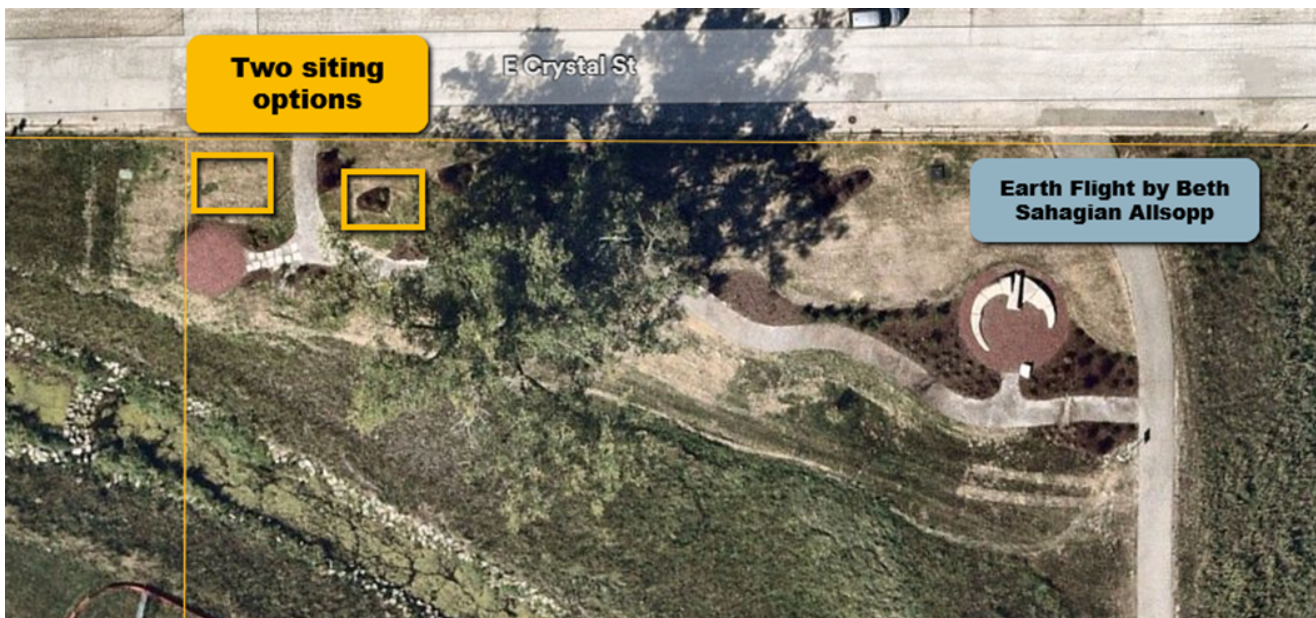


- Size and Shape. The following dimensions are proposed by the artist:
 - **Height:** 3 feet and 7 inches

- **Width:** 6 feet
- **Depth:** 2 feet and 8 inches
- **Seating Height:** Designed to function as seating, so the palm of the hand will be at a comfortable sitting height (18" standard bench height).
- **Water Runoff:** Form would be designed so rainwater runs off the palm, rather than collecting.
- **Weight:** 10,000-12,000 lbs
- **Materials.** Indiana limestone (same material as Earth Flight). The sculpture would be coated in a breathable sealer (Behr 980), which is a silicone sealer that penetrates into the stone and prevents grime, paint, etc. from adhering to the stone.
- **Maintenance.** A pressure washer with a mild tip should be used to avoid etching the stone. It should be cleaned as needed, but a once yearly cleaning with a power washer in the fall is recommended. A new topcoat of Behr 980 is recommended every other year.
- **Process.** The commissioned piece would be expected to take approximately 12-16 months to create. The artist would videotape and post the carving of the sculpture on her YouTube channel with time lapse and real time videos to show the process of its creation.
- **Location.** Courtland Commons is proposed as a location for this piece due to the park's walking paths, open space, and serene, natural environment. The Courtland Commons plan contemplated public art throughout the park and along the walking path to create a sense of place. Due to the weight and material of this particular piece, it is best suited at a location close to the perimeter of the park (with roadway access) to guarantee a safe installation.

The proposed site is at the west end of the Pollinator Garden, which will create an “end-cap” effect with the existing *Earth Flight* sculpture at the east end. It is hoped that the two sculptures together will create the feeling of a miniature sculpture park within Courtland Commons and make the Pollinator Garden that much more fun and a destination for visitors. The pieces will have synergy, as both sculptures are made from the same material (Indiana Limestone), and both are interactive and meant to be sat on and climbed. If visitors are seated within the garden, both sculptures could easily be kept within view, which is appealing for parents and kids who might be climbing and playing on the sculptures.





Financial Considerations

- Cost. The total price is **\$18,500** for the commissioned piece. The artist will provide transportation to the site and a crane to lift the sculpture onto the site. The price does not include site preparation, which would also be the responsibility of the MAC. **The sculpture will need a 42" deep footer with ½" rebar on 18" centers, which will cost approximately \$2,000 - \$3,000.**
- Funding Source. The MAC proposes to accommodate the purchase entirely within their annual budgets without tapping into the Kracklauer Fund for Public Art and without any special funding requests to the Village Board. The FY2024 MAC budget was \$27,500.
 - The MAC budgeted this current fiscal year for a down payment, and will therefore make a down payment of **\$10,000.00** from the FY2024 budget.
 - The MAC will pay the remaining **\$8,500.00** from the FY2025 or FY2026 budget when the sculpture is complete, depending on which fiscal year the sculpture is completed within. The artist estimates 12 months to a maximum of 16 months, so FY2026 is more likely.

Recommendation:

Motion to allow the Village Administrator to approve an Agreement between the Village of Mundelein and Lawler-White Sculpture Studios, Inc. to create a public art piece for \$18,500.00 to be placed in Courtland Commons and to approve purchase order number 13477 for an amount not to exceed \$10,000.00 for a down payment.

**AGREEMENT BY AND BETWEEN
THE VILLAGE OF MUNDELEIN AND
LAWLER-WHITE SCULPTURE STUDIOS, INC.
(COMMISSION FOR ARTWORK – “HELPING HAND”)**

BETWEEN: Village of Mundelein (“Collector”); and
Lawler-White Sculpture Studios, Inc. (“Artist”)

DATED: April 22, 2024

WHEREAS the Collector desires to purchase the work (temporarily titled "Helping Hand"), which has been selected by the Mundelein Arts Commission.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

I. Size and Weight

Approximately 3’7” H x 6’ W x 2’8” deep. Height of palm will be approximately 18” high. Weight is approximately 10,000-11,000 pounds.

II. Materials

Indiana Limestone

III. Purchase Price and Schedule of Payments

- (a) Collector agrees to pay purchase price of \$18,500.00. Included by the artist within the price:
 - a. Delivery of the sculpture to the site; and
 - b. Furnishing equipment for on-site installation of the artwork (such as a crane or forklift).
- (b) Schedule of payment as follows:
 - \$10,000.00 upon signing of the contract
 - \$8,500.00 within 30 days of installation of the artwork

IV. Collector Obligations

- (a) The Collector will prepare a pad or base for the sculpture at the approximate location shown on **Exhibit A** attached hereto and made a part hereof. Any changes to the location shall be mutually agreed upon by the Artist and the Collector in writing.
- (b) The Collector shall be responsible for compliance with all applicable laws and regulations, shall explain any limitations imposed by such laws and/or regulations to the Artist, and shall be responsible for obtaining any required permits or approvals.

- (c) The Collector shall be responsible for long-term maintenance of the sculpture.

V. Artist Obligations

- (a) The Artist will deliver the artwork to a site designated by the Collector and will coordinate installation, including furnishing any necessary equipment. The estimated delivery date is May 5, 2025 and will be coordinated between the Artist and the Collector. The artwork will be delivered no earlier than August 20, 2024 and no later than September 5, 2025.
- (b) The Artist will create the artwork in substantial conformance with the proposal prepared for the Mundelein Arts Commission as shown on **Exhibit B** attached hereto and made a part hereof. Any deviations from the proposal shall be approved in writing by the Collector.
- (c) The Artist will furnish the Collector with instructions for the appropriate maintenance and preservation of the artwork along with product names for any materials or finishes used.

VI. Copyright and Reproduction Rights

- (a) Artist retains copyright. Artist agrees not to reproduce same sculpture, except under the request of the Collector.
- (b) The Collector has limited use rights to reproduce images for promotion and like uses. The Collector reserves the right to retitle the artwork for promotional purposes.
- (c) The Artist warrants and represents that the artwork does not infringe on the intellectual property rights of any third party. Artist agrees to indemnify the Village of Mundelein against any claims brought against them alleging that the artwork infringes the intellectual property rights of any third parties, and this obligation shall survive the termination of this agreement.
- (d) In view of the intention that the artwork shall be unique, the Artist shall not make any exact duplicate reproductions of the artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Collector. However, nothing shall prevent the Artist from creating future murals in the Artist's manner and style of artistic expression.
- (e) The Artist shall, at the Artist's expense, if elected, cause to be registered with the United States Register of Copyrights, a copyright in the Mural in the Artist's name.
- (f) If the Village or Property Owner wish to make reproductions of the artwork for commercial purposes, including, but not limited to, t-shirts, post cards and posters for sale, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- (g) The Village is not responsible for any third- party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

VII. Non destruction, Alteration and Maintenance

- (a) The Collector agrees to not intentionally destroy, damage, alter, modify or otherwise change the artwork in any way whatsoever.
- (b) If any alteration of any kind occurs after receipt by the Collector, whether intentional or accidental, and whether done by the Collector or others, the Collector shall notify the Artist in writing and the Artist reserves the right to request that the artwork shall no longer be attributed to the Artist.
- (c) The Collector shall notify the Artist promptly in writing in the event of the need for any restoration services so that the Artist shall have a reasonable opportunity either to perform such work himself or to supervise and/or consult in its performance. The Artist shall be reasonably compensated by the Collector at a rate which reflects the current fair market value of such work plus the cost of any materials, transportation, necessary equipment or the like for all such maintenance or restoration services.

VIII. Warranty

The Artist provides a one-year warranty against any defects in craftsmanship of the sculpture. The warranty does not include vandalism outside of the control of the Artist. The Artist represents and warrants that the artwork and the materials used are not currently known to be harmful to public health and safety. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage until it is delivered to the Collector.

IX. Termination

- (a) Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than ten (10) days prior to the effective date of termination.
- (b) The Collector may terminate this Agreement without cause upon ten (10) days written notice to the Artist. In such event, the Collector shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth herein.
- (c) If either Party to this Agreement shall fail to fulfill his, her, or its obligations in a timely and proper manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

(d) If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the Collector all payments received from the Collector prior thereto.

(e) If the Collector defaults, the Collector shall promptly compensate the Artist for all services performed by the Artist prior to termination. The Collector shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth herein.

X. Death or Incapacity of Artist

If the Artist becomes unable to deliver the artwork due to death or incapacity, the Artist agrees that the Collector may, in its sole discretion and at its sole expense, arrange for the delivery of the artwork with the Artist's heirs, beneficiaries, executors, and administrators, provided that the remainder of the payments are fulfilled per the payment schedule. The Collector agrees that the Artist and his heirs, beneficiaries, executors and administrators shall be entitled to retain all payments received prior thereto.

XI. Waiver

The Parties agree that a waiver of any breach of violation of any term of condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

XII. Conflict of Interest

The Artist shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

XIII. Amendments

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

XIV. Conflicts of Law

If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be in conflict with the laws, rules, and/or regulations of the United States or the State of Illinois, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

XV. Choice of Law

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

XVI. Entire Agreement

This Agreement comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

XVII. Required Signatures

Collector: Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060

Signed: _____

Title: Village Administrator

Date: April 22, 2024

Artist: Lawler-White Sculpture Studios, Inc.
21215 N. Hwy 259
Stephensport, KY 40170

Signed: _____

Printed Name: _____

Date: _____

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering
Gail Czysczon, Office Clerk

For: Village Board Meeting of April 22, 2024

Subject: Truck #438 Chassis and Upfitting

Financial Impact:

\$161,531.00 - 272-48370-445 - Dump Truck

Attachments:

1. Mundelein RDS w UBS

Background:

On 6/13/2022, the Board approved the purchase of a new 3-ton plow truck #438 (Doc. #22-06-37) for the total amount of \$236,689.65. This amount included both the chassis and the upfitting. The vehicle is still in the order bank and not yet manufactured. It is expected to be manufactured by late 2024.

In the time since 6/13/2022, costs for the upfitting increased due to circumstances beyond our control. The original upfitter, Bonnell Industries, Inc., informed us that the current wait time for the completion of the truck would now be approximately two years. They also indicated that there is a price increase in addition to this lead time. Therefore, Public Works and Engineering solicited bids from additional vendors and an alternate vendor, Monroe Truck Equipment, provided the lowest cost for the upfitting, for \$161,531.00, which is 10.3% above the original upfitting cost.

Recommendation:

Motion to approve purchase order #13413 for Monroe Truck Equipment for \$161,531.00 for the upfitting of a 3-ton plow truck.



1051 W 7th St
Monroe, WI 53566
Sales Rep: Tim Reynolds
Ph: 815-275-0223
www.MonroeTruck.com

J.O. #
Quotation ID: 9KK1000225
Date: 3/15/2024
Valid thru: 4/14/2024
Terms: NET 30
Quoted by: Kaden King
Ph/Fax: 608-329-8322 /

Quoted to:

MUNDELEIN, VILL OF (ATTN:)
810 ALLANSON RD
MUNDELEIN, IL 60060
Ph: 847-949-3200 / Fax: 847-949-0143
Email:

Chassis Information

Year: 2024	Make: INTERNATIONAL	Model: HV SERIES	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 96.0	CT: -1.0	Wheelbase: 171.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
MONROE 11' RDS (RADIUS DUMP SPREADER) STAINLESS STEEL BODY	
- 87" TOP INSIDE WIDTH, 96" OUTSIDE WIDTH, OVERALL 56" SIDE HEIGHT - CABSHIELD WITH PROVISIONS FOR S/T/T AND STROBES - DA LIFT CYLINDER, 4.25 X 3 X 100 - DUAL AUGER DRIVEN WITH SPRAY BAR AND SENSORS - REAR DISCHARGE - 3/16" STAINLESS STEEL BODY - AUGER GRATE KIT - 1/4" REPLACEABLE FLOOR WITH 3/16" REMOVABLE CHAIN SHIELDS - FORMED AND BOXED TOPRAIL - 1/4" A569 12" DEEP LONGSILLS WITH FORMED CROSSMEMBERS - DOUBLE ACTING RECTANGULAR TAILGATE WITH BOXED PERIMETER - 108 LIGHT GROUP ASSEMBLY AND STOP/TURN AND TAIL LIGHTS - BODY PROP - FRONT TELESCOPIC HOIST LESS HYDRAULICS - BACK-UP ALARM - BODY-UP LIGHT - RECIEVER TUBE STYLE SPINNER - PAINTED WHITE, INCLUDES FENDERS AND TANK MOUNTING - INSTALLED	
PRE-WET	
- 300 GALLON FENDER MOUNTED TANKS (150 EACH SIDE) - STAINLESS MOUNTING - HYD 4GPM WITH MICROTRACK SENSOR (CLOSED LOOP), FOR LOW SPEED APPLICATION - FIBERGLASS INCLOSURE FOR PUMP AND SENSOR) - REMOTE MOUNT VENT SYSTEM - BULK AND CROSS OVER KITS DRIVER SIDE FRONT OF BODY - FLUSH KIT, STD KIT NO TANK - QUICK DISCONNECT KIT	
TOWING	
- 1" PLATE WITH D-RINGS - NO PINTLE HITCH BUT HAS ADJUSTABLE MOUNTING HOLES - 7 WAY RV STYLE TRAILER PLUG	
ELECTRIC HYDRAULICS PACKAGE	
- D/A HOIST W/500 PSI DOWNSIDE RELIEF, 40GPM - D/A PLOW, 20 GPM - D/A PLOW ANGLE, 20 GPM - D/A SCRAPER ANGLE, 20 GPM - PRE-WET, 7GPM - AUGER 14GPM - SPINNER 7 GPM - 30 GALLON CAPACITY STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER	

Description	Amount
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG, - 60 P.S.I. CONDITION INDICATOR - STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER - HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL - FORCE SSC6100 GROUND BASED SPREADER CONTROL - ULTRA 3 STICK CONTROL (PLOW/SCRAPER/HOIST) - MISC HOSES AND FITTINGS (SS LINES WERE APPLICABLE) - INSTALLED	
LIGHTING	
- ALL L.E.D 3/4" MARKERS - (3) L.E.D WORK LIGHTS, 2 AT REAR & 1 FOR SCRAPER	
WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72"LIGHT BAR	
- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF - LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD - LED BACK UP LIGHT MOUNTED IN REAR CORNER POST - 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE - 2-YEAR WARRANTY	
CAMERA SYSTEM	
- (2) HEATED NIGHT VISION CAMERAS - WASH SYSTEM FOR BOTH CAMERAS - SS BOX TO GO AROUND CAMERA FOR PROTECTION - LOCATIONS REAR AREA FOR BACK UP AND CABSHIELD FOR LOAD SPACE VIEWING - DISPLAYED THRU THE 6100 SPREADER CONTROL	
TRUCK PORTION - QUICK HITCH	
- LOW PROFILE NON TILTING - FOLD FLAT LIFT ARM - DA LIFT CYLINDER - SS PLOW LIGHT BRACKETS MOUNTED TO O.E. MIRRORS (IHC ONLY) - CHEEK PLATE MOUNTING - MODIFY O.E. BUMPER TO FIT AROUND HITCH (REQUIRES MINIMUM OF 18" FRONT FRAME EXTENSION)	
MONROE J-STYLE TRIP EDGE REVERSIBLE PLOW	
- 44 X 10 TRIP EDGE PLOW - 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD - (6) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS - 2" X 3" X 3/8" TOP MOLDBOARD ANGLE - 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE - HORIZONTAL MOLDBOARD BRACE ANGLES - 3/4 x 6" CARBIDE CUTTING EDGE WITH COVER BLADE - 4" X 4" X 3/8" CROSS-TUBE SUPPORT - 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE - (2) 3" X 10" DOUBLE ACTING POWER REVERSE CYLINDERS WITH CUSHION VALVE - BUILT-IN MONROE LEVEL LIFT ASSEMBLY - MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED - MOLDBOARD POWDER COATED ORANGE - PUSH FRAME POWDER COATED BLACK - PARKING JACK - CURB GUARDS - MC6000 HITCH - MARKERS	
10' MONROE MF-5 FIXED ANGLE UNDERBODY SCRAPER	
- 1" THICK X 20" HIGH MOLDBOARD IN RIGHT OR LEFT-HAND POSITION - 7/8" X 5" AASHO PUNCH, CARBIDE CUTTING EDGE SINGLE BEVEL - STEEL MESH ON DRIVER SIDE CORNER FOR STEP - SINGLE SHOCK ABSORBER - (1) 3" X 11.5" ACTUATING CYLINDER - POWDER COATED BLACK - INSTALLED	
** BUILT IN MONROE WI FACILITY **	

Quote Total: \$161,531.00



**** DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210TH DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: _____

Additional Options:

Description	Amount	Add to quote? Yes / No
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Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail	MSO/MCO (ONLY check if legally required): ☐ MCO ☐ MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:



. General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

SCOPE AND VALIDITY

- 1.1.** These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2.** No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3.** The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1.** Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2.** Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3.** Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4.** Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5.** Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6.** In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7.** Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1.** Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2.** Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.
- In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1.** Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2.** In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3.** Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4.** Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1.** If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's

Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of April 22, 2024

Subject: NIMEC Electricity Bid-Street Lights

Financial Impact:

N/A

Attachments:

None

Background:

The Village's street light electricity contract expires in May. The contract is typically bid through a consortium managed by Northern Illinois Municipal Electric Collaborative (NIMEC). The nature of the bids require approval of the contract is required almost immediately upon bid receipt.

Recommendation:

Motion to Adopt a Resolution authorizing Mundelein to participate in the Northern Illinois Municipal Electric Collaborative (NIMEC) bid process and authorizing the Village Administrator to approve a contract with the lowest cost electricity provider.

I hereby certify that the attached is an original of

Resolution No. **R-24-04-16**

that said Resolution was xxxxx on **April 22, 2024**,

that it was posted in the Village Hall commencing on

April 23, 2024 and for at least 10 days

thereafter. Copies are available for public inspection

upon request in the office of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-04-16

RESOLUTION AUTHORIZING THE VILLAGE OF MUNDELEIN TO PARTICIPATE IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) ELECTRICITY BID PROCESS AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPROVE AN ELECTRICITY CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER

WHEREAS the Village of Mundelein ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and

WHEREAS, as a result of deregulation, electricity may be purchased based on market price, with competitive market forces dictating the price of electricity; and

WHEREAS, the Village of Mundelein has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's broker for the acquisition of electrical energy for Village streetlights; and

WHEREAS, NIMEC's compensation is included in the electricity price, so there is no direct payment made to NIMEC by the Village; and

WHEREAS the Village has been working with NIMEC since 2008; and

WHEREAS, the Village desires to purchase electricity for its streetlight electricity accounts on the competitive market; and

WHEREAS, the Village has contracts for each of its streetlight accounts expiring on June 30, 2024; and

WHEREAS, NIMEC has tentatively set a bid date for electricity pricing of May 21, 2024; and

WHEREAS, due to the nature of the electricity supply market, bids must be accepted on the day of the bid, which requires advance approval by the Village Board to authorize prompt execution of the contract after the bids are received; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The Northern Illinois Municipal Electric Collaborative (NIMEC) is appointed as the broker for the Village of Mundelein for purposes of obtaining an electricity supply contract for the Village's large and medium-sized electrical accounts.

Section 2. The Village Administrator, or his designee, is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs.

Section 3. On the day bids are received by NIMEC, the Village Administrator, or his designee, is hereby

authorized to sign the contract with the lowest responsive and responsible bidder for the term which he determines best meets the needs of the Village.

XXXXXX April 22, 2024 by a roll call vote.

RESULT:	
MOVER:	
SECONDER:	
AYES:	
NAYS:	
ABSTAIN:	

PASSED: _____

APPROVED: _____

President

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Linda Miller, Finance Director

For: Village Board Meeting of April 22, 2024

Subject: 2024 Private Equity Bonds Volume Cap Allocation

Financial Impact:

N/A

Attachments:

1. Mundelein 2024 Volume Cap Letter

Background:

See Attached Letter

Recommendation:

Motion to Pass an Ordinance Authorizing the Reallocation of 2024 Volume Cap Private Activity Bonds to the Private Activity Bond Clearing House hosted by the Village of Buffalo Grove for Lake County Partners.

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 April 22, 2024 the Corporate Authorities of such Village xxxxx and xxxx:

Ordinance No. **O-24-04-20**
which is entitled

**AN ORDINANCE OF THE VILLAGE OF MUNDELEIN, ILLINOIS REALLOCATING 2024 VOLUME CAP TO THE
VILLAGE OF BUFFALO GROVE, ILLINOIS.**

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 April 23, 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 April 23, 2024 at Mundelein, Illinois.

Village Clerk

ORDINANCE NO. O-24-04-20

AN ORDINANCE OF THE VILLAGE OF MUNDELEIN, ILLINOIS REALLOCATING 2024 VOLUME CAP TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS.

WHEREAS, the Village of Mundelein, Lake County, Illinois the ("Municipality"), is a municipality and a home-rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, certain tax-exempt private activity bonds may be issued only if a sufficient volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), is available for the bonds; and

WHEREAS, pursuant to the Code, the Municipality has been allocated a volume cap equal to \$125.00 per resident of the Municipality in calendar year 2024, or \$3,951,500.00 for the issuance of such tax-exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 et seq. (the "Bond Allocation Act"), and the Guidelines and Procedures promulgated thereunder, the Municipality may, prior to May 10, 2024, reallocate to other home rule units of government the volume cap allocated to the Municipality by the Code for their issuance of such tax-exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the Municipality has not used any of its 2024 volume cap and has no present intention to use the same; and

WHEREAS, the Lake County Partnership for Economic Development, Inc. has offered Lake County home-rule communities the opportunity to participate in a program to combine their respective volume cap allocations and create a Private Activity Bond Clearinghouse Pool (the "Pool") to facilitate the issuance of tax-exempt private activity bonds to finance manufacturing and multifamily housing commercial projects in Lake County, Illinois, for economic development purposes ("Eligible Projects"); and

WHEREAS, the Village of Buffalo Grove, a home rule unit of government ("Buffalo Grove"), pursuant to its Resolution No. 2001-51 adopted December 17, 2001, agreed to host the Pool and to reserve its own volume cap, and accept volume cap reallocated to Buffalo Grove by other home rule units of government, for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects; and

WHEREAS, Buffalo Grove has requested that the Municipality reallocate all of its 2024 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

NOW, THEREFORE, BE IT RESOLVED BY LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: RECITALS. The foregoing recitals are incorporated in and made a part of this Ordinance by this reference as findings of the Village of Mundelein.

SECTION TWO: TRANSFER AND REALLOCATION OF 2024 VOLUME CAP. Pursuant to Section 6 and

Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the Municipality irrevocably agrees to, and does hereby, transfer and reallocate all of its 2024 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

SECTION THREE: AGREEMENT. This Ordinance shall constitute the agreement of the Municipality to a different allocation under Section 146(e) (3) of the Code and the writing required under Section 6 of the Bond Allocation Act.

SECTION FOUR: WARRANTY. The Municipality covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Ordinance.

SECTION FIVE: AUTHORIZATION. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Ordinance shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the Municipality are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Ordinance.

SECTION SIX: MAINTAIN RECORD. The Municipality shall maintain a written record of this Ordinance in its records for so long as the bonds to which the volume cap transferred by this Ordinance is reallocated remain outstanding.

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval as required by law and is enacted by the Municipality pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

XXXXX April 22, 2024 by a roll call vote as follows:

RESULT:	
MOVER:	
SECONDER:	
AYES:	
NAYS:	
ABSTAIN:	

ADOPTED: _____

APPROVED: _____

PUBLISHED in pamphlet form: _____

President

ATTEST: _____
Village Clerk

January 17, 2024

Mr. Eric Guenther, Village Manager
Village of Mundelein
Sent via email to: eguenther@mundelein.org

Dear Mr. Guenther:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2024. Each year, Lake County Partners contacts the home rule communities in Lake County to request a pooling together of the volume cap to ensure the best use of our collective private activity bond allocation. The PABC cap for each year is transferred to the Village of Buffalo Grove, the Pool's host home rule community. *If your municipality is interested in participating, your governing body must approve a resolution and submit it to the Governor's Office before Friday, May 10, 2024. A sample resolution is attached for your use.*

Since its inception, the Lake County PABC has funded nearly \$200,000,000 in local projects, which has resulted in the construction of over 360,000 sq. ft. of new manufacturing space, the creation of 648 new manufacturing jobs, the renovation of 1,600 multi-family dwelling units, the purchase of an estimated 251 homes by first-time homebuyers, the expansion of a Montessori School, and the construction of a new solid waste disposal cell.

Please click on the following link to review the: "State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345". Per page 4 of this document, this year's per capita amount is \$125.00, and the population data estimates outlined within these guidelines are based on Census information. **The population estimate for Village of Mundelein is 31,612, bringing your municipality's 2024 allocation to \$3,951,500.00.**

Your municipality's approval of a resolution to transfer its volume cap to the Village of Buffalo Grove will preserve the volume cap in Lake County for a three-year period for the important reasons outlined above. **Lake County Partners therefore requests that you place a resolution similar to the attached example on your Board's schedule for approval and forward the approved resolution to the attention of the Governor's Office as soon as possible in the manner outlined within page 3 of the above hyperlinked Guidelines and Procedures document; please note that all reporting submissions are to be submitted in both hard copy and electronic format.**

Please copy me at bprusila@lakecountypartners.com on your Board's actions and subsequent notification to the Governor's Office, or notify me if your community chooses not to participate in this year's pool so that we may more effectively manage the process next year. If you have any specific questions or concerns, please feel free to get in touch directly at 847-597-1230.

We appreciate your support and look forward to working with you.

Sincerely,



Barbara C. Prusila
Marketing & Communications Director

To: Mayor and Board of Trustees

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

For: Village Board Meeting of April 22, 2024

Subject: Governing Body

Financial Impact:

\$757,008.02

Attachments:

1. Governing Body

Background:

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

Recommendation:

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between April 9, 2024 and ending April 22, 2024, in the amount of \$757,008.02.



GOVERNING BODY

DISBURSEMENTS REPORT

APRIL 22, 2024

apaivckdt2 vjankowski
10:28 04/16/24
Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 1

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL							
Program:							
Account: 100-25100-000		CREDIT CARD PAYABLE					
227 BANKCARD PROCESSING CTR	2024	CC MAR 2024	0	0	N	03/29/24	14,876.26
Account: 100-26080-000		HEALTH INSURANCE PAYABLE					
10905 BESTCO UA	2024	05012024	0	0	N	04/22/24	13,342.12
Account: 100-34670-000		INS REIMBURSEMENTS					
5851 LAKE COUNTY DOOR CO.	2024	0001386	0	0	N	11/06/23	896.00
Totals for department							29,114.38
Department: 104 PLAN COMMISSION							
Program:							
Account: 100-46999-104		MISC OTHER SERVICES					
2075 SIGNS NOW MUNDELEIN	2024	INV-52635	0	0	N	04/02/24	25.00
Totals for department 104							25.00
Department: 105 POLICE/FIRE COMMISSION							
Program:							
Account: 100-46441-105		PRINTING SERVICES					
11450 ASSOCIATED GRAPHICS GROUP	2024	23813	13478	1	N	01/19/24	80.00
Account: 100-46499-105		MISC PROFESSIONAL SERV					
446 CENTRAL POLYGRAPH SERVICE	2024	23768	13432	1	N	04/02/24	210.00
Account: 100-46999-105		MISC OTHER SERVICES					
2241 TRANS UNION LLC	2024	03400212	12322	2	N	03/28/24	60.97
6095 THOMSON REUTERS	2024	849973335	12130	2	N	04/01/24	142.73
Totals for department 105							493.70
Department: 109 BEAUTIFICATION COMMITTEE							
Program:							
Account: 100-46899-109		MISC COMMUNITY SERVICE					
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35963	0	0	N	03/31/24	410.00
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35970	0	0	N	04/04/24	379.50
Totals for department 109							789.50
Department: 111 EXECUTIVE							
Program:							
Account: 100-46340-111		CONV/SCHOOLS/MTGS					

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10:28 04/16/24
Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 2

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
3160 MUNDELEIN COMMUNITY CONNECTION	2024	MCC SPRING	0	0	N	04/12/24	60.00
Account: 100-46499-111		MISC PROFESSIONAL SERV					
7272 KTR MEDIA GROUP, LTD	2024	23290	0	0	N	04/01/24	300.00
Account: 100-46999-111		MISC OTHER SERVICES					
2075 SIGNS NOW MUNDELEIN	2024	INV-52772	0	0	N	04/02/24	25.00
Account: 100-47099-111		MISC SUPPLIES					
365 BROGAN'S AWARDS & SPORTSWEAR	2024	04.10.24	0	0	N	04/10/24	1,643.00
11675 CAROL NENNE	2024	2024	0	0	N	04/01/24	250.00
99998 RON CYGAN	2024	2024	0	0	Y	04/01/24	50.00
Totals for department 111							-----2,328.00
Department: 201 ADMINISTRATIVE							
Program:							
Account: 100-46305-201		PROFESSIONAL DUES					
12110 CHICAGO METROPOLITAN	2024	#2024MUN168	0	0	N	11/06/23	1,418.04
Account: 100-46340-201		CONV/SCHOOLS/MTGS					
2704 VILLAGE OF MUNDELEIN	2024	ADMIN PETTY CAS	0	0	N	04/01/24	28.00
Account: 100-46441-201		PRINTING SERVICES					
175 CHEROKEE PRINTG & SVC INC	2024	58624	0	0	N	04/05/24	398.00
175 CHEROKEE PRINTG & SVC INC	2024	58624	0	0	N	04/05/24	35.52
Account: 100-46999-201		MISC OTHER SERVICES					
175 CHEROKEE PRINTG & SVC INC	2024	58621	0	0	N	04/05/24	710.00
175 CHEROKEE PRINTG & SVC INC	2024	58621	0	0	N	04/05/24	42.12
2704 VILLAGE OF MUNDELEIN	2024	ADMIN PETTY CAS	0	0	N	04/01/24	16.50
Account: 100-47010-201		BOOKS/PUBLICATIONS					
1825 PIONEER PRESS	2024	03.14.24	0	0	N	03/14/24	121.39
Account: 100-47015-201		OFFICE SUPPLIES					
14036 ODP BUSINESS SOLUTIONS, LLC	2024	358844562001	0	0	N	03/28/24	23.51
Account: 100-47016-201		POSTAGE					
2253 U.S. POSTAL SERVICE	2024	04.20.24	0	0	N	04/10/24	320.00
Account: 100-47019-201		FEDERAL EXPRESS CHARGES					
7815 FEDEX OFFICE	2024	8-450-85137	0	0	N	03/27/24	6.97
Totals for department 201							-----3,120.05
Department: 202 ADMIN SERVICES							
Program:							
Account: 100-46415-202		COMPUTER SOFTWARE SUPPORT					
617 DELL MARKETING L.P.	2024	10739408647	13323	1	N	03/27/24	251.13
617 DELL MARKETING L.P.	2024	10739408647	13323	2	N	03/27/24	5,715.60
617 DELL MARKETING L.P.	2024	10739408647	13323	3	N	03/27/24	453.60
617 DELL MARKETING L.P.	2024	10739408647	13323	4	N	03/27/24	53,072.25
617 DELL MARKETING L.P.	2024	10739408647	13323	5	N	03/27/24	14,220.40
8769 MNJ TECHNOLOGIES DIRECT	2024	S001552119	13171	1	N	04/08/24	14,400.00
8769 MNJ TECHNOLOGIES DIRECT	2024	S001552119	13171	1	N	04/08/24	5,120.00
Account: 100-47012-202		COMPUTER SUPPLIES					

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10:28 04/16/24
Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 3

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
2107	2024	15467	0	0	N	02/28/24	268.01
8769	2024	CINV004041781	0	0	N	03/26/24	180.00
Account: 100-47017-202		CYBERSECURITY SUPPLIES					
768	2024	303040917X0324	0	0	N	03/25/24	266.82
14202	2024	17G3-4T7H-G4DX	0	0	N	03/15/24	194.85
14202	2024	1VT9-XCK4-3P1L	0	0	N	03/23/24	74.95
Account: 100-47310-202		AMERITECH CHARGES					
6631	2024	822347657-1-03	0	0	N	03/22/24	66.37
7652	2024	847566349003	0	0	N	03/22/24	353.66
7652	2024	847949329403	0	0	N	03/22/24	451.67
11005	2024	196971326	0	0	N	03/15/24	10,385.03
Account: 100-47330-202		MOBILE PHONE CHARGES					
768	2024	303040917X0224	0	0	N	02/24/24	3,814.03
768	2024	303040917X0324	0	0	N	03/25/24	3,687.05
768	2024	303040967X0224	0	0	N	02/25/24	2,227.88
768	2024	303040967X0324	0	0	N	03/25/24	2,232.44
Account: 100-47502-202		MT MTLS COMPUTER EQUIP					
8769	2024	CINV004038035	0	0	N	02/26/24	616.00
Account: 100-48410-202		COMPUTER EQUIPMENT					
617	2024	10734945562	13267	1	N	03/04/24	2,430.54
617	2024	10738353789	13214	1	N	03/21/24	9,258.24
Account: 100-48420-202		COMMUNICATION EQUIPMENT					
768	2024	303040917X0324	0	0	N	03/25/24	49.99
Totals for department 202							129,790.51
Department: 203 COMMUNITY DEVELOPEMENT							
Program:							
Account: 100-46410-203		CONSULTING SERVICES					
10432	2024	168559010-0324	12361	1	N	04/12/24	3,000.00
10432	2024	27785744	12362	1	N	03/31/24	4,875.00
14236	2024	2174-03	13014	1	N	03/31/24	38,647.86
Account: 100-46901-203		ADVERTISING					
944	2024	285505	13476	1	N	04/07/24	64.50
Account: 100-46905-203		RECORD DOCUMENTS					
2704	2024	ADMIN PETTY CAS	0	0	N	04/01/24	5.00
Totals for department 203							46,592.36
Department: 204 MARKETING							
Program:							
Account: 100-46499-204		PROFESSIONAL SERVICES					
14026	2024	8624-1035	0	0	N	03/01/24	743.75
14026	2024	8624-1050	0	0	N	04/01/24	276.25
Account: 100-46998-204		GENERAL MARKETING					
3763	2024	33239	0	0	N	03/25/24	567.00

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9786	SIGNARAMA LIBERTYVILLE	2024	INV8856	0	0	N	04/09/24	1,510.00
Totals for department 204								-----3,097.00-----
Department: 205 HUMAN RESOURCES								
Program:								
Account: 100-46901-205			ADVERTISING					
1035	ILCMA	2024	5191	0	0	N	04/05/24	50.00
Account: 100-46904-205			PHYSICAL EXAMS					
13010	PETER G. ALLEGRETTI	2024	07821	0	0	N	03/25/24	700.00
Account: 100-47015-205			OFFICE SUPPLIES					
14036	ODP BUSINESS SOLUTIONS, LLC	2024	358611600001	0	0	N	03/21/24	99.54
14036	ODP BUSINESS SOLUTIONS, LLC	2024	358815537001	0	0	N	03/26/24	39.33
14036	ODP BUSINESS SOLUTIONS, LLC	2024	358886289001	0	0	N	03/21/24	23.34
14036	ODP BUSINESS SOLUTIONS, LLC	2024	358886291001	0	0	N	03/25/24	19.21
14036	ODP BUSINESS SOLUTIONS, LLC	2024	358886292001	0	0	N	03/21/24	16.82
14036	ODP BUSINESS SOLUTIONS, LLC	2024	358886293001	0	0	N	03/21/24	11.77
14036	ODP BUSINESS SOLUTIONS, LLC	2024	360096720001	0	0	N	03/26/24	106.88
Totals for department 205								-----1,066.89-----
Department: 231 FINANCE - ADMINISTRATION								
Program:								
Account: 100-46434-231			COLLECTION AGENCY					
5443	ANDRES MEDICAL BILLING LTD	2024	042024MDIL	13459	1	N	03/31/24	3,880.55
Account: 100-46999-231			MISC OTHER SERVICES					
14255	LHH RECRUITMENT SOLUTIONS	2024	13161418	0	0	N	03/24/24	1,676.09
14255	LHH RECRUITMENT SOLUTIONS	2024	13172988	13448	1	N	04/07/24	2,352.40
14255	LHH RECRUITMENT SOLUTIONS	2024	13173766	0	0	N	04/07/24	1,984.84
Totals for department 231								-----9,893.88-----
Department: 240 LEGAL								
Program:								
Account: 100-46401-240			CORPORATE COUNSEL					
7575	LALUZERNE & SMITH, LTD.	2024	FEBRUARY 2024	13358	1	N	02/29/24	3,200.50
Account: 100-46403-240			PROSECUTING ATTORNEY					
7575	LALUZERNE & SMITH, LTD.	2024	PD - MARCH 2024	12103	1	N	03/01/24	14,869.50
Account: 100-46404-240			SPECIAL COUNSEL					
7575	LALUZERNE & SMITH, LTD.	2024	MARCH 2024	13443	1	N	03/31/24	4,939.50
11010	ZUKOWSKI ROGERS FLOOD MCARDLE	2024	167937	0	0	N	04/10/24	277.50
11010	ZUKOWSKI ROGERS FLOOD MCARDLE	2024	167938	0	0	N	04/10/24	1,526.25
Totals for department 240								-----24,813.25-----

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Department: 260 CAPITAL PROJECTS							
Program:							
Account: 100-47954-260 LONG GROVE CD EXPENSES							
944 PADDOCK PUBLICATIONS INC.	2024	284331	13475	1	N	04/01/24	117.30
2704 VILLAGE OF MUNDELEIN	2024	ADMIN PETTY CAS	0	0	N	04/01/24	5.49
Account: 100-48299-260 OTHER BLDG/FACILITIES							
1428 METROPOLITAN IND. INC.	2024	INV060129	13381	1	N	03/18/24	9,460.00
1428 METROPOLITAN IND. INC.	2024	INV060136	13383	1	N	03/19/24	9,140.00
Account: 100-48799-260 OTHER INFRASTRUCTURE IMPR							
863 GLOBAL EQUIPMENT CO. INC.	2024	121691773	0	0	N	03/22/24	1,242.95
Totals for department 260							19,965.74
Department: 281 BUILDING - ADMINISTRATION							
Program:							
Account: 100-46441-281 PRINTING SERVICES							
3763 THE PRINTING FACTORY	2024	33244	0	0	N	03/25/24	70.00
Totals for department 281							70.00
Department: 282 BUILDING - INSPECTION							
Program:							
Account: 100-47012-282 COMPUTER SUPPLIES							
8769 MNJ TECHNOLOGIES DIRECT	2024	CINV004041781	0	0	N	03/26/24	120.00
Account: 100-47140-282 SAFETY SHOES & GLASSES							
205 CUTLER WORKWEAR	2024	PS-INV032618	0	0	N	03/28/24	179.95
Totals for department 282							299.95
Department: 301 POLICE - ADMINISTRATION							
Program:							
Account: 100-46340-301 CONV/SCHOOLS/MTGS							
7885 JASON SEELEY	2024	REIMBURSEMENT	13420	2	N	02/25/24	79.12
Account: 100-46429-301 F.A.T.S. ASSESSMENT							
4661 VILLAGE OF VERNON HILLS	2024	202403	13419	1	N	03/26/24	1,500.00
Account: 100-46499-301 MISC PROFESSIONAL SERV							
7498 FIRST RSPNDRS WELLNESS CTR LLC	2024	19699	13433	1	N	04/01/24	1,295.00
Account: 100-46620-301 MT BUILDING & GROUNDS							
3663 ACTIVE ALARM COMPANY	2024	146642	12070	2	N	04/10/24	1,190.00
5009 BEST TECHNOLOGY SYSTEMS	2024	BTL-23016-3	12071	3	N	03/11/24	725.00
6158 CUMMINS SALES AND SERVICE	2024	F2-47293	13153	2	N	03/28/24	554.65
6399 CAHILL HEATING & A/C	2024	54581-003	13407	1	N	08/31/23	9,400.00

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9207 PAUL REILLY COMPANY	2024	118096	12121	1	N	04/12/24	650.00
10022 CERTAPRO PAINTERS	2024	240409	13412	1	N	04/09/24	4,428.06
Account: 100-46910-301		FREIGHT					
804 G & O THERMAL SUPPLY CO.	2024	1196165-00	13324	2	N	03/28/24	16.88
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35979	13309	4	N	04/11/24	18.00
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35980	13384	4	N	04/11/24	40.00
14122 LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	12	N	03/22/24	194.83
Account: 100-47010-301		BOOKS/PUBLICATIONS					
1286 LAKE COUNTY NEWS-SUN DIGITAL	2024	212028839	13423	1	N	03/15/24	110.47
Account: 100-47020-301		PRISONER'S BOARD					
14022 CAGUAX, LTD - MCDONALD'S #4532	2024	PD FEB 2024	13431	1	N	04/02/24	42.60
14022 CAGUAX, LTD - MCDONALD'S #4532	2024	PD JAN 2024	13273	1	N	01/01/24	17.53
Account: 100-47120-301		CLOTHING ALLOWANCE					
7885 JASON SEELEY	2024	REIMBURSEMENT	13420	1	N	02/25/24	250.00
Account: 100-47310-301		AMERITECH CHARGES					
7652 AT & T	2024	847R18043503	12067	1	N	03/28/24	1,293.57
Account: 100-47510-301		MT MTLs BLDGS & GROUNDS					
105 ACE HARDWARE OF LIBERTYVILLE	2024	081335/6	13464	1	N	04/09/24	11.86
105 ACE HARDWARE OF LIBERTYVILLE	2024	083621/6	13464	2	N	02/13/24	57.56
804 G & O THERMAL SUPPLY CO.	2024	1196165-00	13324	1	N	03/28/24	330.00
3215 GRAINGER	2024	9075118225	13418	1	N	04/04/24	73.14
6449 AMERICAN BACKFLOW &	2024	26424	13266	1	N	04/02/24	533.70
8442 MENARD, INC	2024	13227	0	0	N	03/14/24	62.70
8442 MENARD, INC	2024	13262	0	0	N	03/15/24	32.37
Totals for department 301							22,907.04
Department: 302 POLICE - COMMUNICATIONS							
Program:							
Account: 100-46422-302		LK CTY RADIO NETWORK					
6198 MOTOROLA SOLUTIONS-	2024	8295020240301	12296	1	N	04/01/24	2,337.00
Totals for department 302							2,337.00
Department: 303 POLICE - COMMUNITY SERV.							
Program:							
Account: 100-46372-303		PREVENTION EDUCATION MTLs					
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35979	13309	1	N	04/11/24	158.75
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35979	13309	2	N	04/11/24	317.50
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35979	13309	3	N	04/11/24	131.25
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35980	13384	1	N	04/11/24	575.00
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35980	13384	2	N	04/11/24	80.00
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2024	PPP-35980	13384	3	N	04/11/24	25.00
Account: 100-46903-303		LAUNDRY SERVICES					
4798 MASTER CLEANERS	2024	PD MARCH 2024	13463	1	N	04/09/24	31.90
Totals for department 303							1,319.40

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Department: 304 POLICE - INVESTIGATIONS							
Program:							
Account: 100-46305-304 PROFESSIONAL DUES							
4203 IL ASSOC. OF PROPERTY AND	2024	94986-REISSUE	0	0	N	01/31/24	35.00
4203 IL ASSOC. OF PROPERTY AND	2024	94987-REISSUE	0	0	N	01/31/24	35.00
Account: 100-46903-304 LAUNDRY SERVICES							
4798 MASTER CLEANERS	2024	PD MARCH 2024	13463	2	N	04/09/24	24.95
Account: 100-46999-304 MISC OTHER SERVICES							
2241 TRANS UNION LLC	2024	03400212	12322	1	N	03/28/24	60.97
5380 IL STATE POLICE	2024	PD FEB 2024	13406	1	N	03/27/24	169.50
6095 THOMSON REUTERS	2024	849973335	12130	1	N	04/01/24	142.73
Account: 100-47120-304 CLOTHING ALLOWANCE							
5017 KEVIN CALLAGHAN	2024	EXPENSE REIMBUR	13421	1	N	03/29/24	179.60
12397 BRIAN MCCOURT	2024	REIMBURSEMENT	13409	1	N	03/28/24	497.30
Totals for department 304							1,145.05
Department: 305 POLICE - PATROL							
Program:							
Account: 100-46305-305 PROFESSIONAL DUES							
11705 IL TRUCK ENFORCEMENT ASSOC LTD	2024	12098EBB-0004	13438	1	N	03/19/24	100.00
Account: 100-46340-305 CONV/SCHOOLS/MTGS							
185 COLLEGE OF DUPAGE	2024	16031	13417	1	N	03/29/24	3,287.20
1665 NORTH EAST MULTI-REGIONAL	2024	350178	13241	1	N	04/05/24	300.00
14262 KURT STADLER	2024	REIMBURSEMENT	13436	1	N	03/27/24	231.69
Account: 100-46644-305 MT PATROL VEHICLES							
1756 ATLAS CAR WASH	2024	PD MARCH 2024	13435	1	N	03/01/24	16.00
Account: 100-46903-305 LAUNDRY SERVICES							
4798 MASTER CLEANERS	2024	PD MARCH 2024	13463	3	N	04/09/24	62.70
Account: 100-47012-305 COMPUTER SUPPLIES							
8769 MNJ TECHNOLOGIES DIRECT	2024	CINV004039328	13298	1	N	03/07/24	96.00
Account: 100-47099-305 MISC SUPPLIES							
3174 PARTNERS AND PAWS	2024	132927	13457	1	N	03/26/24	523.82
14202 AMAZON CAPITAL SERVICES, INC.	2024	1TRP-V36T-3JYQ	13468	1	N	04/10/24	152.68
Account: 100-47120-305 CLOTHING ALLOWANCE							
5631 STREICHER'S INC	2024	I1691520	13456	1	N	04/02/24	187.00
10310 J.G. UNIFORMS, INC	2024	129124	13330	1	N	04/04/24	289.80
10310 J.G. UNIFORMS, INC	2024	129124	13330	2	N	04/04/24	289.80
Account: 100-47121-305 GUNS AND ACCESSORIES							
4105 BROWNELLS, INC.	2024	2024411100059	13313	1	N	03/26/24	46.48
4105 BROWNELLS, INC.	2024	2024411100059	13313	2	N	03/26/24	110.97
4105 BROWNELLS, INC.	2024	2024411100059	13313	3	N	03/26/24	16.79
4105 BROWNELLS, INC.	2024	2024411100059	13313	4	N	03/26/24	21.32
4105 BROWNELLS, INC.	2024	2024411100059	13313	5	N	03/26/24	26.99
4105 BROWNELLS, INC.	2024	2024411100059	13313	7	N	03/26/24	8.55
4105 BROWNELLS, INC.	2024	2024411100059	13313	8	N	03/26/24	29.17

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4105	BROWNELLS, INC.	2024	2024411100059	13313	9	N	03/26/24	26.99
4105	BROWNELLS, INC.	2024	2024411100059	13313	10	N	03/26/24	37.36
4105	BROWNELLS, INC.	2024	2024411100059	13313	11	N	03/26/24	10.99
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	2	N	03/22/24	25.00
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	3	N	03/22/24	16.25
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	4	N	03/22/24	50.47
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	5	N	03/22/24	46.00
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	6	N	03/22/24	23.00
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	7	N	03/22/24	24.00
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	8	N	03/22/24	25.00
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	9	N	03/22/24	223.65
14122	LAW ENFORCEMENT TARGETS	2024	0592381-IN	13327	11	N	03/22/24	60.50
Account: 100-47524-305			MT MTLS PATROL VEHICLES					
6445	LIBERTYVILLE LINCOLN SALES INC	2024	5134014	0	0	N	03/19/24	629.76
6445	LIBERTYVILLE LINCOLN SALES INC	2024	5134141	0	0	N	03/26/24	54.32
6445	LIBERTYVILLE LINCOLN SALES INC	2024	5134410	0	0	N	04/08/24	138.11
6445	LIBERTYVILLE LINCOLN SALES INC	2024	5134460	0	0	N	04/10/24	96.54
Account: 100-47530-305			MT MTLS OTHER EQUIPMENT					
9557	LAKE SHORE	2024	28447	13470	1	N	04/09/24	312.14
Account: 100-48350-305			PATROL VEHICLES					
7975	CDS OFFICE TECHNOLOGIES	2024	INV503320	13396	1	N	04/01/24	2,052.00
Totals for department 305								9,649.04
Department: 321 FIRE - ADMINISTRATION								
Program:								
Account: 100-46599-321			MISC PROPERTY SERVICES					
6449	AMERICAN BACKFLOW &	2024	26424	13266	1	N	04/02/24	533.70
Account: 100-46620-321			MT BUILDING & GROUNDS					
3910	ANDERSON PEST SOLUTIONS	2024	59591986	0	0	N	04/07/24	79.80
3910	ANDERSON PEST SOLUTIONS	2024	59591988	0	0	N	04/07/24	50.70
Account: 100-46902-321			EMPLOYEES AWARDS					
14266	SHAPIRO PHOTOGRAPHY INC	2024	13311	0	0	N	04/11/24	1,770.00
Account: 100-46903-321			LAUNDRY SERVICES					
4798	MASTER CLEANERS	2024	MARCH 2024 - FD	0	0	N	04/09/24	25.70
Account: 100-46911-321			UPS CHARGES					
247	AIR ONE EQUIPMENT INC	2024	205139	0	0	N	04/01/24	25.00
7910	UNITED PARCEL SERVICE	2024	0000943AT0134	0	0	N	03/30/24	14.79
Account: 100-47015-321			OFFICE SUPPLIES					
105	ACE HARDWARE OF LIBERTYVILLE	2024	83958/6	0	0	N	04/04/24	12.59
105	ACE HARDWARE OF LIBERTYVILLE	2024	83984/6	0	0	N	04/09/24	5.38
9000	STAPLES ADVANTAGE	2024	60000903501	0	0	N	03/30/24	163.27
Account: 100-47120-321			CLOTHING ALLOWANCE					
10840	THE LOCKER SHOP	2024	123056	0	0	N	04/03/24	69.95
10840	THE LOCKER SHOP	2024	123057	0	0	N	04/03/24	165.90
10840	THE LOCKER SHOP	2024	123059	0	0	N	04/03/24	69.95
10840	THE LOCKER SHOP	2024	123060	0	0	N	04/03/24	219.80
10840	THE LOCKER SHOP	2024	123061	0	0	N	04/03/24	82.95

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10840	THE LOCKER SHOP	2024	123062	0	0	N	04/03/24	159.90
10840	THE LOCKER SHOP	2024	123063	0	0	N	04/03/24	590.50
10840	THE LOCKER SHOP	2024	123064	0	0	N	04/03/24	44.00
10840	THE LOCKER SHOP	2024	123065	0	0	N	04/03/24	84.00
10840	THE LOCKER SHOP	2024	123066	0	0	N	04/03/24	125.80
10840	THE LOCKER SHOP	2024	123067	0	0	N	04/03/24	795.90
10840	THE LOCKER SHOP	2024	123068	0	0	N	04/03/24	335.95
10840	THE LOCKER SHOP	2024	123069	0	0	N	04/03/24	266.90
10840	THE LOCKER SHOP	2024	123070	0	0	N	04/03/24	430.00
10840	THE LOCKER SHOP	2024	123071	0	0	N	04/03/24	1,925.00
10840	THE LOCKER SHOP	2024	123179	0	0	N	04/09/24	467.85
10840	THE LOCKER SHOP	2024	123180	0	0	N	04/09/24	1,345.00
10840	THE LOCKER SHOP	2024	123200	0	0	N	04/09/24	301.00
Account: 100-47140-321			SAFETY SHOES & GLASSES					
1965	ROGAN SHOES INC.	2024	464489	0	0	N	03/19/24	250.00
1965	ROGAN SHOES INC.	2024	465360	0	0	N	04/09/24	119.00
Account: 100-47310-321			AMERITECH CHARGES					
7652	AT & T	2024	847566738503	0	0	N	03/22/24	240.75
Account: 100-47510-321			MT MTLS BLDGS & GROUNDS					
105	ACE HARDWARE OF LIBERTYVILLE	2024	83954/6	0	0	N	04/04/24	5.02
105	ACE HARDWARE OF LIBERTYVILLE	2024	83956/6	0	0	N	04/04/24	8.98
105	ACE HARDWARE OF LIBERTYVILLE	2024	83957/6	0	0	N	04/04/24	2.51
1456	MIDWEST HOSE AND FITTINGS INC	2024	233329	0	0	N	04/04/24	11.81
1456	MIDWEST HOSE AND FITTINGS INC	2024	233465	0	0	N	04/10/24	96.67
Totals for department 321								10,896.02
Department: 322 FIRE - PREVENTION								
Program:								
Account: 100-47521-322			MT MTLS INSP VEHICLES					
4778	NAPA LIBERTYVILLE	2024	933649	0	0	N	03/28/24	12.99
6445	LIBERTYVILLE LINCOLN SALES INC	2024	5134195	0	0	N	03/28/24	62.54
Totals for department 322								75.53
Department: 323 FIRE - FIRE OPERATIONS								
Program:								
Account: 100-46340-323			CONV/SCHOOLS/MTGS					
3678	NIPSTA	2024	63455185	0	0	N	04/05/24	1,450.00
14245	JOEL KUESTER	2024	EXP REIMB CK	0	0	N	04/09/24	288.00
Account: 100-46417-323			CONTRACTUAL FF/PARAMEDICS					
1422	METRO PARAMEDIC SERVICES	2024	24-87048	12114	1	N	03/10/24	40,910.42
Account: 100-46612-323			MT LABRATORY EQUIPMENT					
247	AIR ONE EQUIPMENT INC	2024	205430	0	0	N	04/09/24	155.00
Account: 100-46669-323			MT OTHER EQUIPMENT					

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273 COMMUNICATIONS DIRECT INC	2024	129628	0	0	N	04/11/24	471.00
Account: 100-47010-323		BOOKS/PUBLICATIONS					
14263 JACOB ELLEGOOD	2024	CHECK REQ - JE	0	0	N	03/28/24	100.57
Account: 100-47070-323		TOOLS/SUPPLIES					
1135 INTERSTATE ALL BATTERY	2024	1903901042177	0	0	N	04/05/24	179.90
10505 O'REILLY AUTO PARTS	2024	3412-224412	0	0	N	03/25/24	143.88
Account: 100-47110-323		GLOVES/BOOTS/COATS					
13205 DINGES PARTNERS GROUP LLC	2024	38797	0	0	N	04/04/24	79.80
Account: 100-47351-323		RADIO SERVICING					
6198 MOTOROLA SOLUTIONS	2024	8294920240301	0	0	N	04/01/24	1,778.00
6198 MOTOROLA SOLUTIONS-	2024	8295020240301	0	0	N	04/01/24	164.00
Account: 100-47522-323		MT MTLS AMBULANCES					
4778 NAPA LIBERTYVILLE	2024	932874	0	0	N	03/21/24	9.98
Account: 100-47523-323		MT MTLS FIRE APPARATUS					
4262 SPRING-ALIGN PALATINE INC	2024	126522	0	0	N	04/04/24	138.03
4778 NAPA LIBERTYVILLE	2024	933351	0	0	N	03/26/24	23.74
8838 LEGACY FIRE APPARATUS	2024	INV-18750	0	0	N	04/01/24	93.01
8838 LEGACY FIRE APPARATUS	2024	INV-18807	13454	1	N	04/04/24	3,830.13
Account: 100-48550-323		FIRE HOSE					
247 AIR ONE EQUIPMENT INC	2024	205139	13263	3	N	04/01/24	1,565.00
247 AIR ONE EQUIPMENT INC	2024	205139	13263	8	N	04/01/24	100.00
Totals for department 323							51,480.46
Department: 324 FIRE - RESQUE OPERATIONS							
Program:							
Account: 100-46642-324		MT AMBULANCES					
4779 NAPLETON FORD	2024	6136388/1	0	0	N	03/21/24	95.00
Account: 100-47030-324		JANITORIAL SUPPLIES					
3215 GRAINGER	2024	9068656801	0	0	N	03/28/24	755.42
Account: 100-47040-324		TRAUMA UNIT SUPPLIES					
8690 ZOLL MEDICAL CORPORATION	2024	3941167	0	0	N	03/25/24	246.00
8754 AMERICAN GASES CORPORATION	2024	204715	0	0	N	03/31/24	107.76
8754 AMERICAN GASES CORPORATION	2024	204716	0	0	N	03/31/24	31.21
8754 AMERICAN GASES CORPORATION	2024	555222	0	0	N	04/09/24	102.06
Account: 100-47070-324		TOOLS/SUPPLIES					
9468 MEDLINE INDUSTRIES, LP	2024	2313965284	0	0	N	04/05/24	703.24
Account: 100-47522-324		MT MTLS AMBULANCES					
4778 NAPA LIBERTYVILLE	2024	932834	0	0	N	03/21/24	10.79
4778 NAPA LIBERTYVILLE	2024	933449	0	0	N	03/27/24	18.44
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134237	0	0	N	03/30/24	91.42
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134430	0	0	N	04/09/24	89.40
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134462	0	0	N	04/10/24	16.37
14076 BRAD MANNING FORD INC	2024	243394FOW	0	0	N	03/27/24	612.84
Totals for department 324							2,879.95
Department: 325 FIRE - EMERGENCY DISASTER							

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Program:							
Account: 100-47310-325		AMERITECH CHARGES					
7652 AT & T	2024	847970960604	0	0	N	04/01/24	625.93
Totals for department 325							625.93
Department: 410 PUBLIC WORKS ADMIN							
Program:							
Account: 100-46340-410		CONV/SCHOOLS/MTGS					
3074 ILLINOIS SECTION	2024	200086307	0	0	N	02/05/24	175.00
Account: 100-46371-410		TRAINING SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2024	1KGJ-TCKF-HXRR	0	0	N	04/07/24	18.38
Account: 100-46613-410		MT COPIERS					
11745 IMAGING ESSENTIALS INC	2024	CONTINV007067	0	0	N	02/09/24	250.00
11745 IMAGING ESSENTIALS INC	2024	CONTINV007800	0	0	N	04/12/24	250.00
12700 CIT	2024	44488564	0	0	N	03/31/24	267.52
Account: 100-47070-410		TOOLS/SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2024	1GJV-WKR7-PLW7	0	0	N	03/30/24	40.48
Account: 100-47520-410		MT MTLS ADMIN VEHICLES					
4778 NAPA LIBERTYVILLE	2024	933751	0	0	N	03/29/24	107.94
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134258	0	0	N	04/01/24	95.20
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134273	0	0	N	04/02/24	814.96
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134300	0	0	N	04/03/24	83.50
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134306	0	0	N	04/03/24	54.80
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134337	0	0	N	04/04/24	121.14
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134357	0	0	N	04/04/24	33.00
Totals for department 410							2,311.92
Department: 420 FACILITY MAINTENANCE							
Program:							
Account: 100-46620-420		MT BUILDING & GROUNDS					
6449 AMERICAN BACKFLOW &	2024	26424	13266	1	N	04/02/24	1,512.15
6664 CONVERGINT TECHNOLOGIES	2024	IN00166396	13380	1	N	03/14/24	2,837.00
Account: 100-47030-420		JANITORIAL SUPPLIES					
2144 SUPERIOR INDUSTRY SUPPLY	2024	201428	0	0	N	04/03/24	1,351.22
Account: 100-47510-420		MT MTLS BLDGS & GROUNDS					
105 ACE HARDWARE OF LIBERTYVILLE	2024	083812/6	0	0	N	03/14/24	66.58
105 ACE HARDWARE OF LIBERTYVILLE	2024	83924/6	0	0	N	04/01/24	8.09
105 ACE HARDWARE OF LIBERTYVILLE	2024	83945/6	0	0	N	04/03/24	17.99
105 ACE HARDWARE OF LIBERTYVILLE	2024	83947/6	0	0	N	04/03/24	14.00
105 ACE HARDWARE OF LIBERTYVILLE	2024	83959/6	0	0	N	04/05/24	13.34
8705 TRANE U.S. INC.	2024	16457353	0	0	N	04/02/24	189.42
14265 THOMAS FLEMING COMPANY	2024	1328	0	0	N	04/07/24	390.00
Account: 100-47530-420		MT MTLS OTHER EQUIPMENT					

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8442 MENARD, INC	2024	13794	0	0	N	03/27/24	79.97
Totals for department 420							-----6,479.76
Department: 430 VEHICLE MAINTENANCE							
Program:							
Account: 100-46699-430 MISC MAINTENANCE SERVICE							
4049 STANDARD INDUSTRIAL &	2024	WO-01691	0	0	N	03/20/24	565.00
Account: 100-47015-430 OFFICE SUPPLIES							
14202 AMAZON CAPITAL SERVICES, INC.	2024	1CP4-FT3N-WIPY	0	0	N	04/09/24	22.68
Account: 100-47061-430 MECHANIC'S TOOLS							
105 ACE HARDWARE OF LIBERTYVILLE	2024	83963/6	0	0	N	04/05/24	156.54
Account: 100-47070-430 TOOLS/SUPPLIES							
105 ACE HARDWARE OF LIBERTYVILLE	2024	83962/6	0	0	N	04/05/24	33.98
4778 NAPA LIBERTYVILLE	2024	934713	0	0	N	04/08/24	101.94
Account: 100-47440-430 GASOLINE							
105 ACE HARDWARE OF LIBERTYVILLE	2024	83921/6	0	0	N	03/29/24	42.66
Account: 100-47535-430 CONTRACTUAL FIRE PARTS							
9065 LIBERTYVILLE CHEVROLET	2024	953205	0	0	N	03/28/24	149.20
9065 LIBERTYVILLE CHEVROLET	2024	953211	0	0	N	03/28/24	149.20
9306 NIELSEN ENTERPRISES	2024	2408181	0	0	N	03/27/24	4.99
Account: 100-48599-430 OTHER EQUIPMENT							
4778 NAPA LIBERTYVILLE	2024	933463	0	0	N	03/27/24	74.99
Totals for department 430							-----1,301.18
Department: 440 STREET - ADMINISTRATION							
Program:							
Account: 100-47520-440 MT MTLS ADMIN VEHICLES							
6445 LIBERTYVILLE LINCOLN SALES INC	2024	5134405	0	0	N	04/08/24	34.76
Totals for department 440							-----34.76
Department: 441 STREET - MAINTENANCE							
Program:							
Account: 100-46646-441 MT DUMP TRUCKS							
121 ALTEC INDUSTRIES, INC	2024	51387881	13446	1	N	03/04/24	2,325.44
Account: 100-46670-441 MT ALL STREETS							
1240 ROBERT KINNUCAN TREE EXPERTS	2024	407803	12799	1	N	04/01/24	323.53
1240 ROBERT KINNUCAN TREE EXPERTS	2024	407804	12799	1	N	04/01/24	3,714.68
10402 MIDWEST SNOW SOLUTIONS	2024	1062-032224	12624	1	N	04/05/24	3,755.00
14216 YELLOWSTONE LANDSCAPE, INC.	2024	AEI_0454147	12746	1	N	03/22/24	226.00
14216 YELLOWSTONE LANDSCAPE, INC.	2024	AEI_0454149	12746	1	N	03/22/24	1,766.00
Account: 100-46671-441 MT TRAFFIC SIGNALS							

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7980 MEADE, INC. Account: 100-46676-441	2024	707880	0	0	N	03/29/24	370.46
1640 NEDCO LLC, 1640 NEDCO LLC, Account: 100-46677-441	2024	2273	13360	1	N	04/09/24	2,800.00
5987 APEX LANDSCAPING INC. Account: 100-47070-441	2024	2274	13360	1	N	04/09/24	1,311.00
9713 RUSSO POWER EQUIPMENT 9713 RUSSO POWER EQUIPMENT 14202 AMAZON CAPITAL SERVICES, INC. Account: 100-47120-441	2024	5132	12182	1	N	04/01/24	10,800.00
205 CUTLER WORKWEAR 205 CUTLER WORKWEAR 1965 ROGAN SHOES INC. Account: 100-47420-441	2024	5132	12182	1	N	04/01/24	10,800.00
535 COMED 535 COMED 535 COMED 535 COMED 535 COMED 535 COMED Account: 100-47440-441	2024	5132	12182	1	N	04/01/24	10,800.00
1322 AUTO-WARES-ILLINOIS Account: 100-47490-441	2024	5132	12182	1	N	04/01/24	10,800.00
14038 KEVIN WALSH EXCAVATING, INC 14073 SUPER AGGREGATES INC Account: 100-47525-441	2024	5132	12182	1	N	04/01/24	10,800.00
4315 VERMEER OF ILLINOIS, INC. 4778 NAPA LIBERTYVILLE 4778 NAPA LIBERTYVILLE 4778 NAPA LIBERTYVILLE 4778 NAPA LIBERTYVILLE 4778 NAPA LIBERTYVILLE 11990 MIDWEST PAVING EQUIPMENT 14029 ARENDS HOGAN WALKER LLC 14029 ARENDS HOGAN WALKER LLC Account: 100-47526-441	2024	5132	12182	1	N	04/01/24	10,800.00
1487 MONROE TRUCK EQUIPMNT INC 4778 NAPA LIBERTYVILLE Account: 100-47547-441	2024	5132	12182	1	N	04/01/24	10,800.00
13135 GRIMCO, INC 14247 VULCAN INC Account: 100-47551-441	2024	5132	12182	1	N	04/01/24	10,800.00
1089 MID AMERICAN WATER OF WAUCONDA Account: 100-47555-441	2024	5132	12182	1	N	04/01/24	10,800.00
10715 POINT READY MIX	2024	5132	12182	1	N	04/01/24	10,800.00
Totals for department 441							45,098.17
Totals for fund 100							430,001.42 **

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Department: 427 BLDG/GRDS - TRAIN PARK							
Program:							
Account: 271-46620-427 MT BUILDING & GROUNDS							
6449 AMERICAN BACKFLOW &	2024	26424	13266	1	N	04/02/24	88.95
6664 CONVERGINT TECHNOLOGIES	2024	IN00170815	0	0	N	03/26/24	500.00
6664 CONVERGINT TECHNOLOGIES	2024	IN00174586	0	0	N	04/04/24	401.00
Account: 271-46677-427 MT LANDSCAPING							
5987 APEX LANDSCAPING INC.	2024	5132	12182	1	N	04/01/24	1,800.00
Totals for department 427							2,789.95
Totals for fund 271							2,789.95 **

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Department: 315 POLICE							
Program:							
Account: 272-48350-315		PATROL VEHICLES					
2137 SUBURBAN ACCENTS, INC.	2024	34801	0	0	N	04/01/24	575.00
Account: 272-48410-315		COMPUTER EQUIPMENT					
7975 CDS OFFICE TECHNOLOGIES	2024	INV1602969	13168	1	N	03/28/24	18,430.00
Totals for department 315							19,005.00
Department: 335 FIRE							
Program:							
Account: 272-48410-335		COMPUTER EQUIPMENT					
617 DELL MARKETING L.P.	2024	10734078216	13196	1	N	02/29/24	5,538.27
Totals for department 335							5,538.27
Totals for fund 272							24,543.27 **

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Department: 316 POLICE (911)							
Program:							
Account: 291-48299-316 OTHER BLDG/FACILITIES							
10785 JS COMMUNICATIONS	2024	4770	13217	1	N	04/11/24	30,611.00
10785 JS COMMUNICATIONS	2024	4770	13217	2	N	04/11/24	20,986.00
Account: 291-48410-316 COMPUTER EQUIPMENT							
6350 WORD SYSTEMS, INC.	2024	IN50981	13018	1	N	03/28/24	1,500.00
Totals for department 316							53,097.00
Totals for fund 291							53,097.00 **

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Department: 451 SEWER - ADMINISTRATION							
Program:							
Account: 500-46410-451		CONSULTING SERVICES					
14033 RITTER GIS INC	2024	21756	12533	1	N	04/01/24	2,460.00
Account: 500-47015-451		OFFICE SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2024	1CP4-FT3N-WIPY	0	0	N	04/09/24	25.64
Account: 500-47120-451		CLOTHING ALLOWANCE					
205 CUTLER WORKWEAR	2024	PS-INV032600	0	0	N	03/27/24	195.25
Totals for department 451							2,680.89
Department: 452 SEWER - UPTOWN							
Program:							
Account: 500-46340-452		CONV/SCHOOLS/MTGS					
149 AMERICAN WATER WORKS ASSN	2024	S0150854	0	0	N	12/11/23	83.00
14202 AMAZON CAPITAL SERVICES, INC.	2024	1H1J-6DJF-37WD	0	0	N	04/02/24	1,230.99
Account: 500-47015-452		OFFICE SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2024	1HDW-NGWJ-3Y34	0	0	N	04/09/24	49.99
Account: 500-47070-452		TOOLS/SUPPLIES					
105 ACE HARDWARE OF LIBERTYVILLE	2024	83926/6	0	0	N	04/01/24	18.87
Account: 500-47120-452		CLOTHING ALLOWANCE					
205 CUTLER WORKWEAR	2024	PS-CR104752	0	0	N	06/23/23	-26.99
205 CUTLER WORKWEAR	2024	PS-INV028356	0	0	N	12/12/23	22.49
205 CUTLER WORKWEAR	2024	PS-INV032661	0	0	N	03/29/24	121.47
Account: 500-47430-452		HEATING FUELS					
10270 NICOR GAS COMPANY	2024	18960060137-03	0	0	N	04/02/24	43.87
10270 NICOR GAS COMPANY	2024	40127416028-03	0	0	N	04/01/24	43.62
10270 NICOR GAS COMPANY	2024	70391475285-03	0	0	N	04/02/24	41.63
Account: 500-47510-452		MT MTLs BLDGS & GROUNDS					
8442 MENARD, INC	2024	14100	0	0	N	04/03/24	16.98
Account: 500-47528-452		MT MTLs PICK-UP TRUCK					
4262 SPRING-ALIGN PALATINE INC	2024	125925	0	0	N	01/25/24	197.56
4778 NAPA LIBERTYVILLE	2024	932942	0	0	N	03/22/24	351.98
4778 NAPA LIBERTYVILLE	2024	932966	0	0	N	03/22/24	-27.00
13655 LAWSON PRODUCTS, INC.	2024	9311426940	0	0	N	04/02/24	19.60
Account: 500-47571-452		MT MTLs LIFT STATIONS					
1428 METROPOLITAN IND. INC.	2024	INV060822	13349	1	N	04/04/24	6,450.00
7105 VERIZON	2024	9959453280	0	0	N	03/18/24	70.06
Totals for department 452							8,708.12
Department: 453 SEWER -TREATMENT PLANTS							
Program:							
Account: 500-46450-453		CHEMICAL ANALYSIS					

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10233 TEKLAB, INC	2024	304651	0	0	N	04/05/24	332.80
Account: 500-46620-453		MT BUILDING & GROUNDS					
2012 SAFETY-KLEEN SYSTEMS INC.	2024	93999911	0	0	N	03/28/24	259.10
5987 APEX LANDSCAPING INC.	2024	5132	12182	1	N	04/01/24	2,200.00
6449 AMERICAN BACKFLOW &	2024	26424	13266	2	N	04/02/24	364.00
8442 MENARD, INC	2024	14454	0	0	N	04/10/24	8.34
Account: 500-46910-453		FREIGHT					
1428 METROPOLITAN IND. INC.	2024	INV060822	0	0	N	04/04/24	126.01
Account: 500-47050-453		LABORATORY SUPPLIES					
7135 USABLUEBOOK	2024	INV00316994	0	0	N	03/26/24	522.09
7135 USABLUEBOOK	2024	INV00325766	0	0	N	04/04/24	602.79
Account: 500-47051-453		TERTIARY TREATMENT					
12445 USALCO, LLC	2024	910095028	13426	1	N	03/30/24	12,487.50
Account: 500-47070-453		TOOLS/SUPPLIES					
105 ACE HARDWARE OF LIBERTYVILLE	2024	83585/6	0	0	N	02/08/24	31.27
9802 BANNER PLUMBING SUPPLY CO	2024	3034759	0	0	N	04/02/24	71.72
13200 ADVANCE AUTO PARTS	2024	14663-410460	0	0	N	04/12/24	26.21
14202 AMAZON CAPITAL SERVICES, INC.	2024	1NCN-4F66-4WPY	0	0	N	04/05/24	14.99
Account: 500-47430-453		HEATING FUELS					
1670 NORTH SHORE GAS	2024	4979723012	0	0	N	04/04/24	58.22
1670 NORTH SHORE GAS	2024	4983558635	0	0	N	04/09/24	1,909.21
14184 IGS ENERGY	2024	424549	0	0	Y	04/16/24	5,115.39
Account: 500-47531-453		MT MTLS PUMP EQUIPMENT					
3215 GRAINGER	2024	9073180086	0	0	N	04/02/24	451.27
3215 GRAINGER	2024	9076697466	0	0	N	04/05/24	415.13
3215 GRAINGER	2024	9078966596	0	0	N	04/08/24	-415.13
Totals for department 453							24,580.91
Department: 462 WATER - MAINTENANCE							
Program:							
Account: 500-46620-462		MT BUILDING & GROUNDS					
5987 APEX LANDSCAPING INC.	2024	5132	12182	1	N	04/01/24	2,400.00
6449 AMERICAN BACKFLOW &	2024	26424	13266	1	N	04/02/24	177.90
Account: 500-46662-462		MT WTR RECEIVING STRUCTR					
450 CENTRAL LAKE COUNTY	2024	2024 0131 SD	0	0	N	04/01/24	128.76
Account: 500-46691-462		MT PUMP STATIONS					
6664 CONVERGINT TECHNOLOGIES	2024	IN00174584	0	0	N	04/04/24	357.50
Account: 500-47070-462		TOOLS/SUPPLIES					
7135 USABLUEBOOK	2024	INV00325791	0	0	N	04/04/24	97.92
8927 ULINE	2024	176522325	0	0	N	04/04/24	246.77
Account: 500-47421-462		ELP WTR RECEIVING STRTR					
450 CENTRAL LAKE COUNTY	2024	2024 0131 SD	0	0	N	04/01/24	424.47
Account: 500-47430-462		HEATING FUELS					
14184 IGS ENERGY	2024	424549	0	0	Y	04/16/24	53.93
Account: 500-47510-462		MT MTLS BLDGS & GROUNDS					
105 ACE HARDWARE OF LIBERTYVILLE	2024	83920/6	0	0	N	03/29/24	8.90
1385 MGN LOCK-KEY & SAFES INC.	2024	CLOVER2024APR10	0	0	N	04/10/24	22.75
Account: 500-47525-462		MT MTLS HEAVY EQUIPMENT					

apaivckdt2 vjankowski
 10:28 04/16/24
 Fund: 500 WATERWORKS & SEWERAGE
 Vendor Vendor Name

Village of Mundelein, IL
 Invoice List by Check Date

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
2469 WEST SIDE TRACTOR SALES	2024	W18925	13391	1	N	03/18/24	2,139.01
2469 WEST SIDE TRACTOR SALES	2024	W19502	0	0	N	04/04/24	1,865.06
4778 NAPA LIBERTYVILLE	2024	930780	0	0	N	03/05/24	152.97
4778 NAPA LIBERTYVILLE	2024	932843	0	0	N	03/21/24	34.60
4778 NAPA LIBERTYVILLE	2024	933202	0	0	N	03/25/24	17.09
Account: 500-47527-462		MT MTLs UTILITY VANS					
4778 NAPA LIBERTYVILLE	2024	932498	0	0	N	03/19/24	219.01
4778 NAPA LIBERTYVILLE	2024	932665	0	0	N	03/20/24	37.32
Account: 500-47528-462		MT MTLs PICK-UP TRUCK					
4778 NAPA LIBERTYVILLE	2024	934701	0	0	N	04/08/24	39.98
Account: 500-47544-462		MT MTLs GRAVEL					
2298 VULCAN CONSTR MATLS, LLC	2024	1149409	0	0	N	03/15/24	1,406.67
2298 VULCAN CONSTR MATLS, LLC	2024	1149893	0	0	N	03/15/24	564.87
14038 KEVIN WALSH EXCAVATING, INC	2024	7291	0	0	N	04/02/24	1,887.60
Account: 500-47545-462		MT MTLs SIDEWALKS					
10715 POINT READY MIX	2024	135579	0	0	N	03/06/24	340.75
Account: 500-47563-462		MT MTLs WATERMAINS					
7135 USABLUBOOK	2024	INV00325925	0	0	N	04/04/24	387.98
Account: 500-47599-462		MISC MAINT MATERIALS					
225 GRAYSLAKE FEED SALES, INC.	2024	162878	0	0	N	04/09/24	1,068.10
265 BADGER METER, INC.	2024	80142689	13445	1	N	10/30/23	2,136.00
Totals for department 462							16,215.91
Department: 463 WATER - METER READING							
Program:							
Account: 500-46441-463		PRINTING SERVICES					
14102 INFOSEND, INC.	2024	259796	13444	1	N	03/29/24	773.92
Account: 500-47016-463		POSTAGE					
14102 INFOSEND, INC.	2024	259796	13444	1	N	03/29/24	2,732.31
Account: 500-47560-463		MT MTLs METERS					
265 BADGER METER, INC.	2024	80155737	0	0	N	03/28/24	337.62
Totals for department 463							3,843.85
Totals for fund 500							56,029.68 **

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apaivckdt2 vjankowski
10:28 04/16/24
Fund: 630 ESCROW DEPOSITS
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 24

Fiscal Year	Invoice Number	PO #	Item	Spc Add Inv	Invoice Date	Item Value With Freight
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Department: NON DEPARTMENTAL

Program:

Account: 630-27700-000
99998 JESSE R. PULLEN
Account: 630-27775-000
12475 RJN GROUP, INC.

2024	ESCROW - TOWING REIMBURSEMENT	13408	1	Y	03/27/24	500.00
2024	CONC 2022-006 WIRTZ	12556	1	N	04/03/24	6,870.00

Totals for department						7,370.00
Totals for fund 630						7,370.00 **

apaivckdt2 vjankowski
10:28 04/16/24
Fund: 630 ESCROW DEPOSITS

Village of Mundelein, IL
Invoice List by Check Date

Page 24

Grand totals						772,318.18 ***
				AT&T		-15,310.16
						757,008.02

* * * End of Report * * *

To: Mayor and Board of Trustees

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

For: Village Board Meeting of April 22, 2024

Subject: Governing Body-AT&T

Financial Impact:

Ameritech Charge - \$15,310.16

Attachments:

1. Governing Body-AT&T

Background:

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

Recommendation:

Motion to approve the payment of bills, as indicated on the report dated 04/22/2024.

DATED	VENDOR NAME	INVOICES TOTALING
04/22/24	AT&T	\$2,965.58
04/22/24	AT&T Long Distance	\$66.37
04/22/24	AT&T Mobility	\$12,278.21



GOVERNING BODY

DISBURSEMENTS REPORT – AT&T

APRIL 22, 2024

Check Number	Check Date	Chk Stat	Vendor Number	Vendor Name	Account Number	Line Item Value
Cash Account: 999-11000-000						
16951	04/22/24	0	7652	AT & T	CONSOLIDATED CASH	
					100-47310-321	240.75
					100-47310-325	625.93
					100-47310-202	451.67
					100-47310-202	353.66
					100-47310-301	1,293.57
				Check Total		2,965.58
16952	04/22/24	0	6631	AT & T LONG DISTANCE	100-47310-202	66.37
				Check Total		66.37
16953	04/22/24	0	768	AT&T MOBILITY	100-48420-202	49.99
					100-47017-202	266.82
					100-47330-202	3,687.05
					100-47330-202	3,814.03
					100-47330-202	2,227.88
					100-47330-202	2,232.44
				Check Total		12,278.21
				Final Totals		15,310.16
* * End of Report * *						

To: Mayor and Board of Trustees

From: Jason Seeley, Police Chief

For: Village Board Meeting of April 22, 2024

Subject: Intergovernmental Agreement Among the Member Agencies of the Northeastern Illinois Regional Crime Laboratory

Financial Impact:

2024/52025 Budget - \$49,080 - 100-46423-301 - Northern IL Crime Lab

Attachments:

1. Intergovernmental Agreement Among Member Agencies of NIRCL - 2024

Background:

This agreement is made in recognition of the fact that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and the support of a specialized forensic organization. It is the purpose of this Agreement to provide the means whereby assistance is provided to the Member by the Crime Lab pursuant to the conditions of this agreement.

This agreement was reviewed and approved by Attorney Larry LaLuzerne.

Recommendation:

Motion to Pass a Resolution Authorizing the Village to Continue to be a Member Agency of the Northeastern Illinois Regional Crime Laboratory and to Authorize the Village Administrator to Execute the Intergovernmental Agreement Among the Member Agencies of the Northeastern Illinois Regional Crime Laboratory.

I hereby certify that the attached is an original of

Resolution No. **R-24-04-17**

that said Resolution was xxxxxxxx on **April 22, 2024**,

that it was posted in the Village Hall commencing on

April 23, 2024 and for at least 10 days

thereafter. Copies are available for public inspection

upon request in the office of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-04-17

RESOLUTION APPROVING THE VILLAGE TO CONTINUE TO BE A MEMBER AGENCY OF THE NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY BY EXECUTING AN INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER AGENCIES OF THE NORTHEASTERN ILLINOIS CRIME LABORATORY

WHEREAS, the Members recognize that the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity requires the use of certain forensic services for the analysis and identification of physical evidence; and

WHEREAS, the Members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity; and

WHEREAS, the Members are entering into this Intergovernmental Cooperative Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1); and other applicable authority; and

WHEREAS, the Intergovernmental Agreement shall automatically renew for a period of twelve (12) months on the first day of the subsequent fiscal year of the member agency immediately following such effective date, and each first day of the subsequent fiscal year of the member agency thereafter for a like period of twelve (12) months.

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 Intergovernmental Agreement Among the Member Agencies of the Northeastern Illinois Regional Crime Laboratory attached hereto as Exhibit A, is hereby approved.

SECTION II: The Village Administrator, or his designer, is authorized to sign the Intergovernmental Agreement with the Northeastern Illinois Regional Crime Laboratory, and the Village Clerk is authorized to attest such signature on behalf of the Village.

XXXXXX April 22, 2024 by a roll call vote.

RESULT:	
MOVER:	
SECONDER:	
AYES:	
NAYS:	
ABSTAIN:	

PASSED: _____

APPROVED: _____

ATTEST: _____

Village Clerk

President

Member Agency:

**INTERGOVERNMENTAL AGREEMENT
AMONG THE MEMBER AGENCIES OF THE
NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY**

THIS AGREEMENT made and entered into by and among the member agencies or units of local government (hereinafter called Members) of the Northeastern Illinois Regional Crime Laboratory (hereinafter called the Crime Lab):

WITNESSETH:

WHEREAS, the Members recognize that the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity requires the use of certain forensic services for the analysis and identification of physical evidence; and

WHEREAS, the Members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity; and

WHEREAS, the Members are entering into this Intergovernmental Cooperative Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1); and other applicable authority;

NOW, THEREFORE, the Members agree as follows:

SECTION 1 – PURPOSE OF AGREEMENT; RECITALS

This agreement is made in recognition of the fact that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and the support of a specialized forensic organization. It is the purpose of this Agreement to provide the means whereby assistance is provided to the Member by the Crime Lab pursuant to the conditions of this agreement. The foregoing recitals are hereby incorporated into this Agreement as findings of the Members and the Crime Lab.

SECTION 2 – DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. **Forensic Services:** Those services provided by the Crime Lab to a Member pursuant to this Agreement that pertain to the identification, and analysis of physical evidence pursuant to the investigation or prosecution of a crime.
2. **Annual Assessment:** The fee provided for by this agreement to serve as compensation to the Crime Lab to offset the cost of operation. Costs of

Member Agency:

operation include any costs incurred by the Crime Lab in the furtherance of its operation including costs for personnel, training, facilities, fixtures, equipment, supplies, and utilities.

An annual assessment shall be levied against all Members in accordance with the duly adopted Constitution and Bylaws of the Crime Lab.

A basic requirement of continued membership under this Agreement is the timely payment of the Annual Assessment and other established fees by the Member.

SECTION 3 – TERM

The initial term of this Agreement shall be for a period commencing on the date of execution of the Agreement by the Chief Executive Officer of the Member and concluding on the Member agency's fiscal year end immediately following such date of execution.

SECTION 4 – ADMINISTRATION AND OPERATIONS

The administration and operation of the Crime Lab shall be in conformance with the precepts set forth in the Constitution and Bylaws of the Crime Lab and any Standard Operating Guidelines established under the authority of those bylaws.

SECTION 5 – SCOPE OF RESPONSE

The Crime Lab shall provide forensic services as outlined in the current scope of accreditation for any official investigation conducted by the law enforcement department of a Member initiated within its corporate boundaries.

In addition to the Scope of Services, the Crime Lab will also aid agencies with the destruction of drugs and firearms. Such destruction will be completed in compliance with the policies set by the Crime Lab.

SECTION 6 – DIRECTION OF PERSONNEL AND EQUIPMENT

The Crime Lab Executive Director shall be responsible for supervising and directing the actions of all Crime Lab personnel and for determining the use of all equipment and resources of the Crime Lab.

SECTION 7 – AUTHORITY OF CRIME LAB PERSONNEL

Each employee of the Crime Lab shall be fully authorized by the Member to perform their official duties pursuant to any official investigation conducted under the terms of this Agreement.

SECTION 8 – REIMBURSEMENT TO CRIME LAB

Members shall be responsible for paying such annual fees, facility occupation and maintenance fees, capital improvement fees, and service fees as may be established from time to time pursuant to the Constitution and Bylaws of the Northeastern Illinois Regional Crime Lab.

Member Agency:

SECTION 9 – INDEMNIFICATION

To the greatest extent permissible by law, the Crime Lab shall assume full and complete responsibility for the actions of its employees acting pursuant to this Agreement, including without limitation, insurance, indemnification, and protection of such personnel.

SECTION 10 – EFFECTIVENESS; TERM

This agreement shall be in full force and effect and legally binding on the Crime Lab and the Member as of the date written below. This Agreement shall automatically renew for a period of twelve (12) months on the first day of the subsequent fiscal year of the member agency immediately following such effective date, and each first day of the subsequent fiscal year of the member agency thereafter for a like period of twelve (12) months.

SECTION 11 – AMENDMENTS

This Agreement may be amended from time to time in writing approved by resolution of the corporate authorities of each Member. Any proposed amendment shall not be effective until adopted and approved by the corporate authorities of each Member.

SECTION 12 – TERMINATION

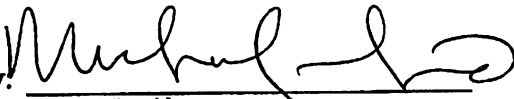
The Member may terminate this Agreement by resolution of its corporate authorities. Certified copies of any such terminating resolution shall be filed with the Executive Director of the Crime Lab and the President of its Executive Board within thirty (30) days after its passage. In the event of termination as to one Member, this Agreement shall remain binding as to the remaining Members.

Termination shall not be effective, however, until ninety (90) days after filing of certified copies to the Executive Director and President of the Executive Board. Moreover, notwithstanding such termination, a terminating Member shall remain liable and responsible for paying all fees for services provided by the Crime Lab prior to the effective date of such termination.

Further, a terminating Member shall not be entitled to any refund or return, in whole or in part, of fees or assessments paid by such Member prior to the effective date of such termination nor shall the terminating Member be entitled to receive or hold any interest in any equipment or other assets or interests of the Crime Lab.

IN WITNESS THEREOF, this Agreement has been duly executed this _____ day
of _____.

For the Northeastern Illinois Regional Crime Laboratory

By: 
NIRCL President

By: _____
Chief Executive Officer of Member Agency

Member Agency Name

Date Fiscal Year Begins for Member Agency

June 2018

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of April 22, 2024

Subject: Enterprise Resource Planning (ERP) Cloud Software Services and Professional Implementation from BS&A Software, LLC for Community Development

Financial Impact:

\$158,185 - 100-48410-260 - Computer Equipment

Attachments:

1. Exhibit A - Mundelein Village Lake IL - CLOUD CD.BSAO 4.12.24_KS
2. Exhibit A - Mundelein Village Lake IL - SaaS Agreement Addendum with SOW 4.16.24_KS

Background:

Currently, the Village uses two different software solutions to process and maintain building permits, inspections, licensing and code enforcement: OpenGov and CityView. These software applications lack the necessary functionality to allow for effective and efficient processes; data results are not always reliable and customization is limited. As a result, Administration, Building and Community Development Departments extensively explored other options for replacement software. After thoughtful research, thorough demonstrations and communication with neighboring communities, we determined that the BS&A Community Development/Building software offers the best solution for the Village's needs based on its functionality, cost, and company's reputation for excellent customer service and support. This software will provide the Village and its residents with streamlined processing and user-friendly operator screens, while seamlessly integrating with the BS&A financial software previously approved on February 12, 2024. The implementation timeline allows the Village staff to be fully implemented with a full Enterprise Resource Planning (ERP) solution prior to the expiration of our contracts with OpenGov and CityView.

Recommendation:

Motion to Adopt a Resolution for the Purchase of Enterprise Resource Planning (ERP) Cloud Software Services and Professional Implementation Services From BS&A Software LLC and approve a purchase order in the amount of \$158,185.

I hereby certify that the attached is an original of

Resolution No. **R-24-04-18**

that said Resolution was xxxxxxxx on **April 22, 2024**,

that it was posted in the Village Hall commencing on

April 23, 2024 and for at least 10 days

thereafter. Copies are available for public inspection

upon request in the office of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-04-18

RESOLUTION FOR THE PURCHASE OF ENTERPRISE RESOURCE PLANNING (ERP) CLOUD SOFTWARE SERVICES AND PROFESSIONAL IMPLEMENTATION SERVICES FROM BS&A SOFTWARE LLC

WHEREAS, Illinois Compiled Statutes 65 ILCS 5/8-9-1 provides that a contract in which the expense to be incurred by a municipality exceeds \$25,000 may be entered into by the proper municipal officers without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees holding office; and

WHEREAS, Section 3.04.020 of the Mundelein Municipal Code provides that a contract for which the cost to the Village exceeds \$20,000 shall be based on competitive bids, except that, by two-thirds vote of the Trustees then holding office, the Village board may waive the required competitive bidding prior to entry into the contract; and

WHEREAS, the Village of Mundelein will be budgeting for the replacement of our current Building/Community Development software (OpenGov and CityView). The initial payment and the implementation costs will be budgeted to coincide with the implementation period; and

WHEREAS, Village staff has undertaken a comprehensive search for cloud-based ERP software services that meet the Village's current needs while also having the ability to accommodate changing Village needs due to technological growth and advancement in the future; and

WHEREAS, Village staff received demonstrations and estimates from multiple industry-leading vendors and has recommended that the Village Board select BS&A Software LLC to provide these services to the Village due to their competitive pricing, modern, cloud-based software, exceptional customer service and standardization and centralization with the BS&A financial software suite.

WHEREAS, on February 12, 2024, the Village selected BS&A Software LLC for its Financial Services and the Village determined it is in their best interest to amend that contract to include additional services, and

WHEREAS, the Village has received a proposal (including software services agreement and statement of work) from BS&A Software LLC ("BS&A"), attached hereto as **EXHIBIT A**, for ERP Cloud software services and professional implementation services in the total amount of \$158,185 for the initial two-year term; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village to accept the proposal from BS&A Software LLC and approve the agreement documents as attached hereto as EXHIBIT A ; and

WHEREAS, BS&A Software LLC ERP Cloud software Building and Community Development subscription services shall be provided to the Village for the amount of \$28,425 annually for a term of two years; and after two years the annual service fee may increase by no more than the yearly Consumers Price Index for All Urban Consumers (CPI-U); and

WHEREAS, BS&A Software LLC ERP Cloud software subscription services include the following: Permitting, Inspections, Code Enforcement, Planning Zoning and Engineering and Business License; and

WHEREAS, BS&A Software LLC professional implementation services shall be provided to the Village for the one-time amount of \$118,260; and

WHEREAS, BS&A Software LLC professional implementation services include the following: product configuration, setup, data migration, and training.

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 formal bidding process provided in Section 3.04.020 of the Mundelein Municipal Code, and in Illinois Compiled Statutes 65 ILCS 5/8-9-1 is hereby waived and approval is granted to award the contract for the purchase of ERP Cloud software services from BS&A Software LLC and professional implementation services in the amount of \$158,185 for the initial two-year term.

SECTION II. The Village Administrator is hereby authorized to sign the agreement documents associated with BS&A Software LLC proposal, attached hereto as **EXHIBIT A.**

XXXXXX April 22, 2024 by a roll call vote.

RESULT:	
MOVER:	
SECONDER:	
AYES:	
NAYS:	
ABSTAIN:	

PASSED: _____

APPROVED: _____

President

ATTEST: _____

Village Clerk

Proposal for:
Village of Mundelein, Lake County IL
April 12, 2024
Quoted by: Kevin Schafer

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules – Annual Fee

Community Development

Community Development	\$13,695
- Permitting	
- Inspections	
- Code Enforcement	
- PZE	

Business License	\$7,795
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BS&A Online

Community Development	\$6,935
<i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).</i>	

Subtotal **\$28,425**

Data Conversions/Database Setup

Convert existing OpenGov data to BS&A format:

Building Department (per database)	\$21,775
Business Licensing (per database)	\$13,955

Convert existing City View data to BS&A format:

Building Department (per database)	\$21,775
Business Licensing (per database)	\$13,955

Subtotal **\$71,460**

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
--	----------------

Subtotal **\$1,500**



Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$12,900

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		\$2,400
Community Development Modules	Days:	25		\$30,000
	Total:	27	Subtotal	\$32,400

Cost Totals

Modules – <i>Annual Fee</i>	\$28,425
Data Conversions/Database Setup	\$71,460
Custom Import	\$1,500
Project Management and Implementation Planning	\$12,900
Implementation and Training	\$32,400
Total Proposed	\$146,685
<i>Travel Expenses</i>	<i>\$11,500</i>

Payment Schedule

- 1st Payment: **\$84,360** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$28,425** to be invoiced at activation of customer’s site.
- 3rd Payment: **\$45,400** to be invoiced upon completion of training.



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Additional Training – Community Development Report Designer

Most of our Community Development customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Community Development software.

☐ Classroom training, \$205/person/day

☐ On-site training (unlimited attendees), \$1,200/day, travel not included

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsonline/public-records-search/> for information.



SOFTWARE AS A SERVICE ADDENDUM

This Software as a Service ("SaaS") Addendum including the attached Exhibits ("Addendum"), entered into by and between Bellefeuil, Szur & Associates, Inc. ("BSA") a Michigan corporation and the Village of Mundelein, Lake County IL ("Customer") effective the date of the signature of the last Party to sign the Addendum ("Effective Date"). Each party to the Addendum is referred to as a "Party" and the parties, collectively, are referred to as "Parties".

This Addendum modifies the previous SaaS Agreement ("Agreement") between the Parties to include the subscription to additional BSA Software Products, as shown in Exhibit 1 to this Addendum.

1. Scope of Use.

Subject to the terms and conditions of the Agreement, as modified by this Addendum, and during the subscription term for the additional modules shown in Exhibit 1 to this Addendum, Customer may use the included BSA Software Products solely for Customer's internal business purposes.

2. SaaS Fees.

Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the fees set forth in Schedule A to Exhibit 1 in addition to the fees previously stated in the Agreement. SaaS fees stated in Schedule A to Exhibit 1 shall be prorated for the initial year to align with the scheduled billing for existing modules. The exact prorated amount will be known and determined at the time that the Activation Date for the modules from this Addendum is determined.

3. Differences from SaaS Agreement.

- 3.1. The One Year Money Back Guarantee shall apply separately to the BSA Software Products subscribed to in the Agreement and those subscribed to in this Addendum.
- 3.2. The Limited Professional Services Warranty shall apply separately to the Professional Services rendered under the Agreement and those rendered under this Addendum.
- 3.3. The Maintenance and Support for BSA Software Products subscribed to under this Addendum shall be modified to state that the initial subscription fee for the BSA Software Products, as shown in Exhibit 1 shall be prorated from the prices stated in Exhibit 1 based upon the number of months from the Activation Date until the next renewal period in order to align the billing schedule of the BSA Software Products subscribed to under this Addendum with those subscribed to under the Agreement.
- 3.4. The Maintenance and Support for BSA Software Products subscribed to under this Addendum shall additionally be modified to state that the SaaS fees will for the BSA Software Products, as shown in Schedule 2 will be payable with the next scheduled renewal of existing BSA Software Products.
- 3.5. The Maintenance and Support for BSA Software Products subscribed to under this Addendum, as shown in Exhibit 2, shall additionally be modified to state that the SaaS fees for modules purchased under this Addendum will not change until the second renewal period after the Activation Date for the BSA Software Products purchased under this Addendum. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.
- 3.6. The Limitation on Liability and Damages shall apply separately to the BSA Software Products subscribed to in the Agreement and those subscribed to in this Addendum.
- 3.7. The Contract Term for this Addendum shall extend from the Activation Date of the modules subscribed to under this Addendum, until the renewal period for the BSA Software Products previously subscribed to under the Agreement and prior Addendums.
- 3.8. The Support call process from the Agreement is modified for all modules to be the updated version of the support call process, as shown in Exhibit 2.

4. **Addendum Documents and Order of Precedence.** The text of the Agreement, as modified by this Addendum, shall control over any inconsistent text in any of the Exhibits or Schedules. The Addendum includes the following Exhibits and Schedules.

Exhibit 1 – Payment Terms Generally

Schedule A to Exhibit 1 – SaaS/Interface/Customization Fees

Schedule B to Exhibit 2 – Professional Service Fees

Exhibit 2 – BSA Support Call Process

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING THIS ADDENDUM HAS BEEN AUTHORIZED TO DO SO.

BSA SOFTWARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received.
2. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$84,360 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule B.
4. BSA shall invoice Customer \$28,425 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule A. Upon scheduling
5. BSA shall invoice Customer \$45,400 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule B.

Schedule A to Exhibit 1

SaaS Fees

Cloud Modules – Annual Fee

Community Development

Community Development	\$13,695
- Permitting	
- Inspections	
- Code Enforcement	
- PZE	
Business License	\$7,795

BS&A Online

Community Development	\$6,935
<i>Permit Application Feature - Enables contractors and the general public to submit permit applications online</i>	
<i>(A fee of \$3/application is accumulated and billed to the municipality).</i>	

Subtotal	\$28,425
----------	-----------------

Schedule B to Exhibit 1

Professional Services Fees

Data Conversions/Database Setup

Convert existing OpenGov data to BS&A format:

Building Department (per database)	\$21,775
Business Licensing (per database)	\$13,955

Convert existing City View data to BS&A format:

Building Department (per database)	\$21,775
Business Licensing (per database)	\$13,955

Subtotal **\$71,460**

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
--	----------------

Subtotal **\$1,500**

Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

\$12,900

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		\$2,400
Community Development Modules	Days:	25		\$30,000
	Total:	27	Subtotal	\$32,400

Travel Expenses **\$11,500**

EXHIBIT 2

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
 - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

Statement of Work

Village of Mundelein

Prepared for: Village of Mundelein

Prepared by: Kevin Schafer
BS&A Software

Date: March 12, 2024
Version: 1
Revision: 0
Status: Draft

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1. Contact List

This section provides the list of key contacts for both BS&A Software and Village of Mundelein:

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Kevin Schafer	kschafer@bsasoftware.com	248-881-6445
Jason Hafner	jhafner@bsasoftware.com	517-641-8900

Village of Mundelein Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
-------------	--------------	-------------

2. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

2.1 Building Department

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current BD process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

2.2 BS&A Online— Building Department

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to Village of Mundelein. This method is described in terms of the generalized approach and as a detailed schedule.

3.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of Village of Mundelein:

Phase 1 – Initiate

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal).

Phase 2 – Plan

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document).

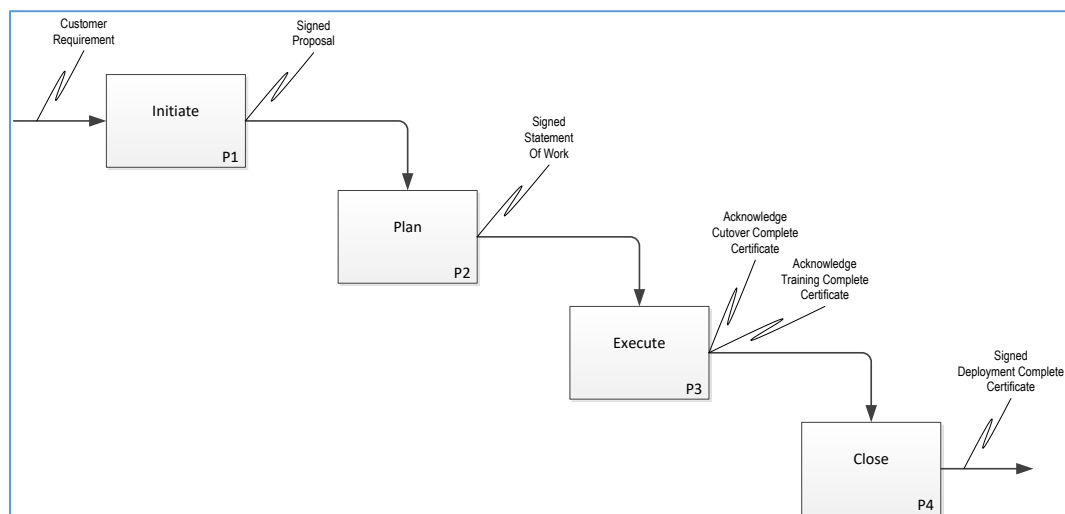
Phase 3 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

Phase 4 – Close

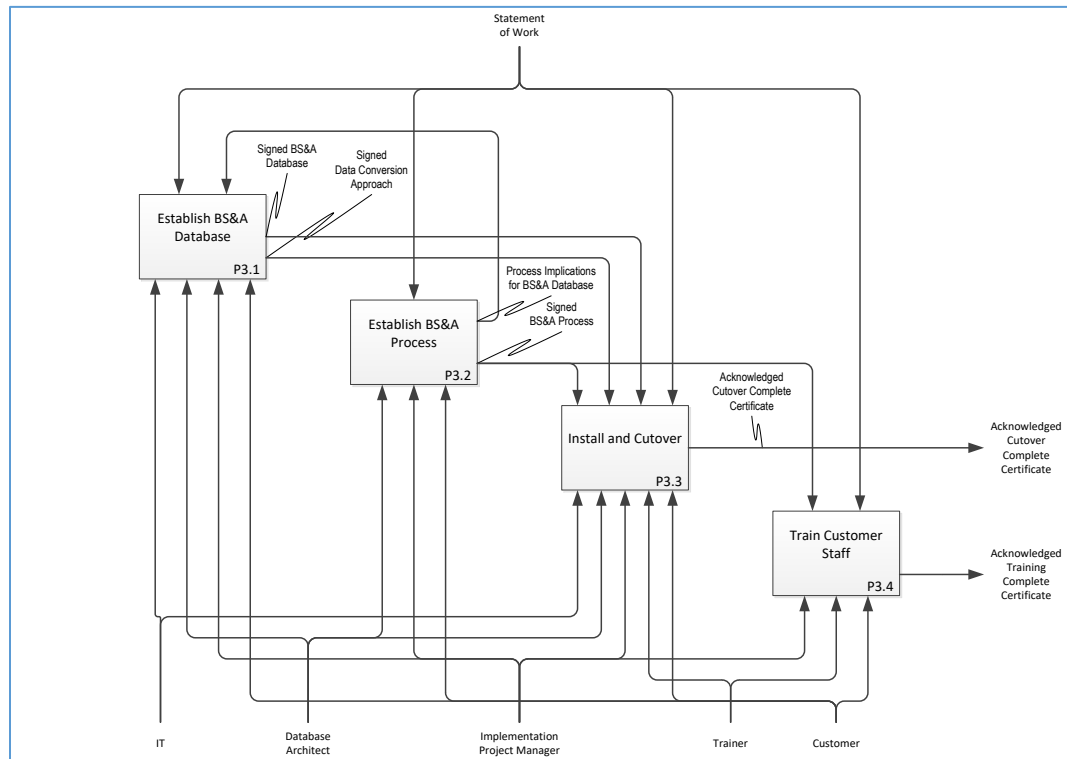
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are:

- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

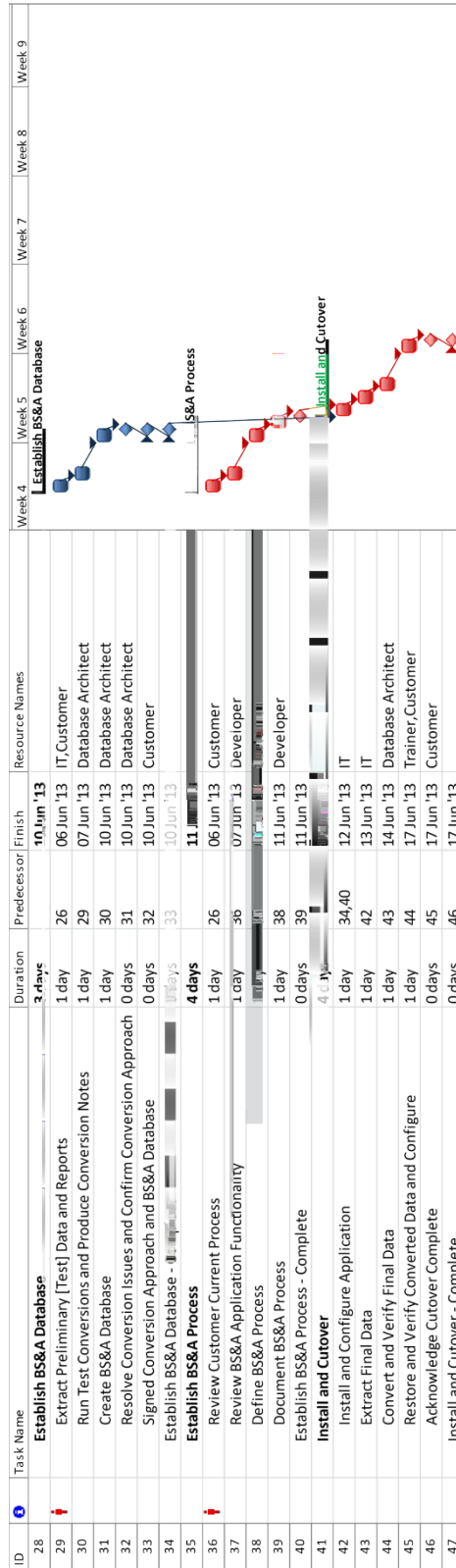
The details for each activity can be provided if required.

3.2 Sample Schedule

Note, approximate schedule included for example purposes only. Actual schedule will be determined in collaboration between BS&A Project Manager, and Customer, following contract execution.

Task	Responsible Parties (Bold is Primary)	Start
Conduct Kick-off Meeting	BS&A and Village	5 month post signing
Review Project Scope and Project Management Process	BS&A	5 month post signing
Establish Project Meeting Schedule	BS&A and Village	6 month post signing
Assemble BS&A Project Team	BS&A	7 months post signing
Assemble Village Project Team	Village	8 months post signing
Create Initial Project Timeline	BS&A & Village	8 months post signing
Meet with Village IT Staff to review Hardware Configurations	BS&A and Village	5 months pre go-live
Extract Preliminary Data from current System	BS&A and Village	5 months pre go-live
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	5 months pre go-live
Conduct Review of Converted Data with City	BS&A and Village	4 months pre go-live
Install Programs	BS&A	4 months pre go-live
Conduct On-site Process Review Meeting	BS&A and Village	3 months pre go-live
Conduct Analysis of Current Forms	BS&A and Village	3 months pre go-live
Conduct Review of Required Reports	BS&A and Village	3 months pre go-live
Conduct Analysis of System Interface Requirements	BS&A and Village	3 months pre go-live
Develop Best Practices Recommendation	BS&A	3 months pre go-live
Approve Recommendations		3 months pre go-live
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	3 months pre go-live
Create System Specification Document	BS&A	3 months pre go-live
Create Forms	BS&A	0-2 months pre go-live
Create Reports	BS&A	0-2 months pre go-live
Conduct Acceptance Testing	Village	0-2 months pre go-live
Conduct Final Data Extraction	Village	1 week pre go-live
Convert Final Data	BS&A	1 week pre go-live
On-site Set-up for Users and Configuration Items	BS&A	0-1 month pre go-live
On-site Training	BS&A and Village	0-2 months pre go-live
Conduct Post Project Review & Assessment	BS&A and Village	1 month post go-live
Conduct Post Implementation Follow Up Training	BS&A and Village	TBD

3.3 Sample Gantt Chart



4. Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

4.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles

BS&A Software will use the following roles during the project:

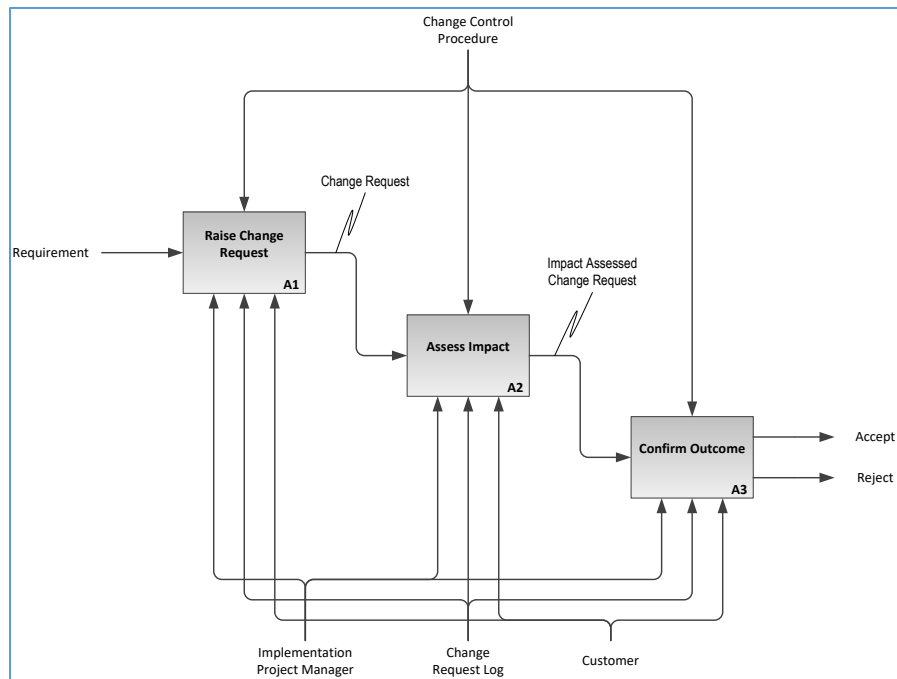
- ~ **Implementation Director**
 - Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Implementation Project Manager**
 - Has day-to-day accountability for the project.
 - Manages and coordinates all activities and resources associated with the project
 - Produces and maintains the Project Plan
 - Responsible for and leads the work associated with the development of the customer's new processes.
- ~ **Database Architect**
 - Responsible for and leads the work associated with the development of the customer's new databases.
- ~ **Trainer**
 - Responsible for and leads the cutover and delivery of the training.
- ~ **IT**
 - Assists with the extraction of test and production data from the customer's existing applications.
 - Responsible for the installation of the BS&A applications on the customer's production environment.
- ~ **Subject Matter Experts**
 - May assist as required.

Note: there may be a number of people fulfilling each role; i.e., trainers may only train on specific applications.

4.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

4.3 RAID Management

This subsection provides an overview of the RAID Management (Risk, Action, Issue, and Decision) procedures that will be used to support the delivery of this project.

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	<i>Creation</i> – can be raised at any point during the life of the project <i>Review</i> – risks will be reviewed at specific times during the project <i>Lifespan</i> – could remain open for the duration of the project
Action	Used to describe and control the specific tasks that are raised at management meetings. These tasks are outside of activities listed in the Project Plan and Statement of Work.	<i>Creation</i> – are raised at an appropriate management meeting, and can be raised at any point during the life of the project. <i>Review</i> – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised. <i>Lifespan</i> – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised.
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to: schedule, specification, or budget.	<i>Creation</i> – can be raised at any point during the life of the project. <i>Review</i> – progress towards closure will be reviewed at the management meeting. <i>Lifespan</i> – an issue will remain open until it has been resolved to the satisfaction of all concerned.
Decision	Used to describe and record a decision made by the project; i.e., the outcome of a change request, or the approval of a milestone.	<i>Creation</i> – can be raised at any point during the life of the project. <i>Review</i> – decisions are presented to a management meeting that has the authority to make those decisions. <i>Lifespan</i> – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a "no-decision" is equal to a rejection).

The details of the RAID Management procedure are available in the Project Management Procedures document.

5. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Implementation Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.

6. Appendix

6.1 Change Request Form

TITLE	
Owner Provide the name of the person who would like this Change Request to go forward for consideration.	
Date Raised Provide the date that this Change Request was raised	
Rationale <i>[tick most appropriate]</i> What is the primary reason for raising this Change Request?	☐ Unknown ☐ Resolve an issue ☐ Terminate or treat a risk ☐ Reduce project cost ☐ Improve the business case ☐ Increase capability ☐ Align with external environment ☐ Comply with legal or regulatory requirements
Description <i>[tick all appropriate]</i> What needs to change?	☐ Change scope ☐ Change specification ☐ Change design ☐ Change strategy or approach ☐ Change schedule
Description notes Provide a brief description of what needs to change, and include reference to the specific milestones that will be affected.	

Benefit <i>[tick most appropriate]</i> What is the expected scale of the benefit associated with this Change Request?	☐ Unknown ☐ Less than \$1,000 ☐ Between \$1,000 and \$5,000 ☐ Between \$5,000 and \$10,000 ☐ More than \$10,000
Impact on schedule <i>[tick most appropriate]</i> What is the estimated impact on the schedule of this Change Request?	☐ Unknown ☐ No impact ☐ One month ☐ Between one month and three months ☐ More than three months
Impact on cost <i>[tick most appropriate]</i> What is the estimated direct cost of implementing this Change Request?	☐ Unknown ☐ Less than \$1,000 ☐ Between \$1,000 and \$5,000 ☐ Between \$5,000 and \$10,000 ☐ More than \$10,000

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of April 22, 2024

Subject: 2024 Joint Resurfacing Project - MFT Resolution

Financial Impact:

\$1,600,000

Attachments:

1. BLR 09110-PRINT

Background:

The 2024 pavement preservation project will be funded in whole with motor fuel tax revenue. The Illinois Department of Transportation requires local agencies to approve resolutions appropriating motor fuel tax revenue funds for use on eligible activities such as design, inspection, and construction.

Recommendation:

Motion to authorize the Village Clerk's signature on an IDOT Resolution for Improvement by Municipality under the Illinois Highway Code appropriating \$1,600,000 in motor fuel tax revenue to be utilized for the 2024 Joint Resurfacing Project.


**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

24-00111-00-RS

BE IT RESOLVED, by the **Board**of the **Village**

Governing Body Type

Local Public Agency Type

of **Mundelein**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
FIELDCREST DRIVE	0.4		SOMERSET LANE	IL ROUTE 83
FRANKLIN STREET	0.34		KETTERING ROAD	CUL-DE-SAC
KETTERING ROAD	0.36		WESTFIELD WAY	N TERMINUS
SOMERSET COURT	0.11		SOMERSET LANE	CUL-DE-SAC
SOMERSET LANE	0.79		TUDOR DRIVE	KETTERING ROAD
TUDOR WAY	0.22		FIELDCREST DRIVE	CHADWICK WAY
WESTFIELD WAY	0.34		FRANKLIN STREET	SOMERSET LANE

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA surface milling, HMA pavement placement, pavement patching, driveway removal and replacement, structure adjustments, sidewalk repairs, curb and gutter removal and replacement, and site restoration.

2. That there is hereby appropriated the sum of **One million six hundred thousand and no/100**Dollars (**\$1,600,000.00**) for the improvement ofsaid section from the Local Public Agency's allotment of ~~Motor Fuel Tax funds~~ Rebuild Illinois Funds

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____ **Village**

Name of Clerk

Local Public Agency Type

Clerk in and for said **Village**

Local Public Agency Type

of **Mundelein**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Boardof **Mundelein**

at a meeting held on _____

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

Day

Month, Year



(SEAL, if required by the LPA)

Resolution for Improvement Under the Illinois Highway Code

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of April 22, 2024

Subject: Pavement Patching

Financial Impact:

\$150,000 - 100-46670-441 - Maintenance All Streets

Attachments:

1. VILLAGE OF MUNDELEIN VARIOUS AREAS - PATCHING Bid Form
2. Pavement Patching-MPI

Background:

Proposals to complete pavement patching on various streets within the Village were received and it is recommended that the construction project be awarded to Peter Baker as the low responsive bidder. The proposal received from Peter Baker of \$33.25/s.y. is less than the two MPI joint bids received.

Recommendation:

Motion to accept the proposal for pavement patching of various streets within the Village and to issue PO # 13466 for Peter Baker in the amount of \$150,000.00, subject to the receipt of proper bonding and insurance.

Peter Baker & Son Co.

1349 Rockland Road
Lake Bluff, IL 60044

Established 1915
Lake Bluff • Lakemoor • Marengo • North Chicago

Phone: (847) 362-3663
Fax: (847) 362-0707

To:	Village Of Mundelein	Contact:	Adam Schmidt
Address:	440 East Crystal Street Mundelein, IL 60060	Phone:	(847) 949-3220
		Fax:	(847) 949-0675
Project Name:	VILLAGE OF MUNDELEIN VARIOUS AREAS - PATCHING	Bid Number:	24125B
Project Location:		Bid Date:	4/9/2024

We are pleased to submit these prices for your consideration.

Item #	Item Description	Unit	Unit Price
1	HMA SURFACE REMOVAL & REPLACEMENT, 2"	SY	\$33.25

Notes:

- Final payment is to be made by applying the above unit prices to the actual quantities as measured in place.
- Flag People and Daily Flagger Signs are included for our work only. Any other signs required to stay up overnight would not be included.
- Taxes are not included.
- Prices include prime.
- Any and all Construction Layout, Licenses, Bonds, Permits and Fees are to be provided by others.
- Bituminous QC Testing is included for our work only.
- Prices good for work completed by September 1, 2024. For any work completed after this date, we reserve the right to renegotiate the above prices.
- If this proposal is not accepted within 14 days of the proposal date, then all prices may be void and subject to change.

Payment Terms:

Final Payment shall be made within (30) days after completion of the job. (1-1/2% Interest Per Month thereafter)

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Peter Baker And Son Co.  Authorized Signature: Estimator: John Dosemagen (224) 424-4296 jdosemagen@peterbaker.com
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ChicagoLand

CONTRACTOR'S 2024 SCHEDULE OF PRICES

**COMPLETE TABLE AS INDICATED
SCHEDULE OF PRICES**

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Class D Patches, Type II, 4 Inch	SY	4000	55 ⁻	220,000 ⁻
2	Class D Patches, Type III, 4 Inch	SY	1550	55 ⁻	85,250 ⁻
3	Class D Patches, Type IV, 4 Inch	SY	8600	43.92	377,712 ⁻
4	Class D Patches, Type II, 6 Inch	SY	0	125 ⁻	-
5	Class D Patches, Type III, 6 Inch	SY	0	100 ⁻	-
6	Class D Patches, Type IV, 6 Inch	SY	200	85 ⁻	17,000 ⁻
7	Repair and Preparation of Base Course	SY	0	100 ⁻	-
8	Aggregate Base Repair	TON	0	50 ⁻	-
Bidder's Proposal for Making Entire Improvements					699,962 ⁻



SCHROEDER
ASPHALT services

CONTRACTOR'S 2024 SCHEDULE OF PRICES

**COMPLETE TABLE AS INDICATED
SCHEDULE OF PRICES**

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Class D Patches, Type II, 4 Inch	SY	4000	44.00	176000.00
2	Class D Patches, Type III, 4 Inch	SY	1550	43.50	67425.00
3	Class D Patches, Type IV, 4 Inch	SY	8600	43.00	369800.00
4	Class D Patches, Type II, 6 Inch	SY	0		
5	Class D Patches, Type III, 6 Inch	SY	0		
6	Class D Patches, Type IV, 6 Inch	SY	200	65.00	13000.00
7	Repair and Preparation of Base Course	SY	0		
8	Aggregate Base Repair	TON	0		
Bidder's Proposal for Making Entire Improvements					\$626,225.00

To: Mayor and Board of Trustees

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

For: Village Board Meeting of April 22, 2024

Subject: Sludge Hauling Services Contract FY25 through FY27

Financial Impact:

Wastewater operational budget includes \$135,000 for this service.

Attachments:

1. Dahm Bid
2. Synagro Central Bid
3. Resolution

Background:

On March 15, 2024 the Village of Mundelein accepted Proposals from Dahm Enterprises and Synagro Central for Sludge Hauling at the Water Reclamation Facility.

Mundelein Public Works and Engineering Department staff has determined that Dahm Enterprises, Inc. is the lowest responsive, responsible bidder. The Director of Public Works and Engineering recommends that the Village of Mundelein execute a contract with Dahm Enterprises, Inc.

Recommendation:

Motion to approve purchase order and payment of biosolids removal services from Dahm Enterprises in the amount of \$135,000.

PRIME CONTRACTOR CERTIFICATIONPROJECT: BIOSOLIDS HAULING SERVICES

The undersigned hereby certifies that said contractor complies with the following:

Dahm Enterprises, IncPresident

Name of Bidder

Title

Signature

Date

2/26/24

Note: A person who makes a false certification commits a Class 3 Felony.

- (1) Contractor is not barred from executing said contract as a result of a violation of ILCS ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8.
- (2) Contractor is in compliance with ILCS ACT 130 PREVAILING WAGE ACT, 820 ILCS 130/0/01, as it may pertain to this Contract.
- (3) Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (unless the contractor is contesting its liability for such tax in accordance with the appropriate procedures), pursuant to Division 42.1 PUBLIC CONTRACTS 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.
- (4) Contractor is in compliance with the ILCS ACT 470 EMPLOYMENT OF ILLINOIS WORKERS PUBLIC WORKS ACT, 30 ILCS 570, as it may pertain to this Contract.

PROPOSAL/SCHEDULE OF PRICES**It is expressly understood and agreed that:**

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

ITEM	UNIT	AMOUNT (per CY)
2024-25 Sludge Removal and Hauling Services	Cubic Yard	\$33.40
2025-26 Sludge Removal and Hauling Services	Cubic Yard	\$34.23
2026-27 Sludge Removal and Hauling Services	Cubic Yard	\$34.90

PRIME CONTRACTOR CERTIFICATION

PROJECT: BIOSOLIDS HAULING SERVICES

The undersigned hereby certifies that said contractor complies with the following:

Synagro Central, LLC

Name of Bidder

Sales Support Manager

Title



Signature

3/13/2024

Date

Note: A person who makes a false certification commits a Class 3 Felony.

- (1) Contractor is not barred from executing said contract as a result of a violation of ILCS ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8.
- (2) Contractor is in compliance with ILCS ACT 130 PREVAILING WAGE ACT, 820 ILCS 130/0/01, as it may pertain to this Contract.
- (3) Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (unless the contractor is contesting its liability for such tax in accordance with the appropriate procedures), pursuant to Division 42.1 PUBLIC CONTRACTS 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.
- (4) Contractor is in compliance with the ILCS ACT 470 EMPLOYMENT OF ILLINOIS WORKERS PUBLIC WORKS ACT, 30 ILCS 570, as it may pertain to this Contract.

PROPOSAL/SCHEDULE OF PRICES**It is expressly understood and agreed that:**

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

ITEM	UNIT	AMOUNT (per CY)
2024-25 Sludge Removal and Hauling Services	Cubic Yard	\$37.50
2025-26 Sludge Removal and Hauling Services	Cubic Yard	\$39.38
2026-27 Sludge Removal and Hauling Services	Cubic Yard	\$41.35

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE BIOSOLIDS HAULING SERVICES CONTRACT BETWEEN THE VILLAGE OF MUNDELEIN AND DAHM ENTERPRISES, INC.

WHEREAS, on March 15, 2024, sealed bids for Biosolids Hauling Services were received and opened; and

WHEREAS, the following proposals were received:

VENDOR	UNIT	FY2025	FY2026	FY2027
Dahm Enterprises, Inc.	Cubic Yards	\$33.40	\$34.23	\$34.90
Synagro Central, LLC	Cubic Yards	\$37.50	\$39.38	\$41.35

; and

WHEREAS, the Mundelein Public Works and Engineering Department staff has determined that Dahm Enterprises, Inc. is the lowest responsive, responsible bidder; and

WHEREAS, the Director of the Public Works and Engineering recommends that the Village of Mundelein execute a contract with Dahm Enterprises, Inc. attached hereto as **Exhibit A**.

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

SECTION I: The Biosolids Hauling Services Contract between the Village of Mundelein and Dahm Enterprises, Inc. a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION II. The Director of Public Works and Engineering is hereby authorized to execute the Contract between the Village of Mundelein and Dahm Enterprises, Inc.

To: Mayor and Board of Trustees

From: Eric Guenther, Village Administrator

For: Village Board Meeting of April 22, 2024

Subject: Tax Lien payment for PIN # 11-30-109-012 & 11-30-109-016

Financial Impact:

\$97,704.17 - 413-48010-000

Attachments:

None

Background:

The Village's purchase order policy requires the Village Board's approval prior to issuing a purchase order over \$20,000. Attached is a Departmental Purchase Request exceeding the \$20,000 limitation. Board approval is respectfully requested.

Recommendation:

Motion to approve a purchase order to Lake County Clerk in the amount of \$97,704.17.