

AGENDA
VILLAGE BOARD MEETING NO. 3302
July 8, 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 June 24, 2024

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

VII. PUBLIC HEARINGS

VIII. MAYOR'S REPORT

IX. TRUSTEE REPORTS

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

1. 739 West Maple Avenue

Motion to Authorize staff to draft an ordinance approving a variation granting relief in the maximum impervious surface coverage to accommodate an above ground pool at 739 West Maple Avenue.

2. BIG Grant - 1355 Armour Boulevard

Motion to Adopt a Resolution approving a Business Incentive Grant and approve purchase order number 13932 in the amount of \$25,000, relating to interior improvements for Revel Taste LLC, for the property 1355 Armour Boulevard, Mundelein, Illinois.

3. AREA - Multifamily Residential by Flaherty & Collins (275-301 Plaza Circle)
Motion to Authorize staff to draft an ordinance approving certain variations with conditions as outlined in the staff report for the proposed multifamily residential building at 275-301 Plaza Circle (Flaherty & Collins).
- B. Public Works Committee (Ross, Meier, Lambert)
 1. New 1 Ton Dump Truck
Motion to Adopt a Resolution and approve Purchase Order numbers 13874 for Sutton Ford and 13875 for Monroe Truck Equipment for the combined amount of \$149,026.00.
 2. Community Solar - Agreement with E4, LLC
Motion to authorize the Director of Public Works and Engineering to sign a Professional Services Agreement to source Community Solar Subscriptions between E4, LLC, Downers Grove, IL, and the Village of Mundelein.
- C. Finance Committee (Schwenk, Juarez, Ross)
 1. Governing Body
Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between June 25, 2024 and ending July 8, 2024 in the amount of \$941,219.07.
- D. Public Safety Committee (Lambert, Wilson, Juarez)
 1. Ordinance Amending Parking on North Chicago Avenue and North Archer Avenue with Permit Restrictions
Motion to Pass an Ordinance Amending Ordinance 74-07-21, Chapter 10, an Ordinance Regulating Traffic.
 2. Second Amendment to the Emergency Warning Sirens License Agreement Between the Village of Mundelein and the Mundelein Park and Recreation District
Motion to Adopt a Resolution and authorize the Mayor and Village Clerk to sign the First Amendment to the Emergency Warning Sirens License Agreement between the Mundelein Park and Recreation District and the Village of Mundelein.
- E. Building Committee (Juarez, Ross, Wilson)
- F. Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)
 1. Ordinance Authorizing the Approval of an Agreement with i3 Broadband
Motion to Pass an Ordinance Authorizing the Execution of a Right-of-Way Permitting Agreement Between the Village of Mundelein and i3 Broadband.
 2. Relocate existing electric distribution lines
Motion to pass an Ordinance requiring Commonwealth Edison Company to relocate

existing electric distribution lines and appurtenant facilities generally located on Seymour Avenue between east Maple Avenue and Park Street (the project area) Mundelein, Illinois in accordance with Rider LGC, Local Government Compliance adjustment, as approved by the Illinois Commerce Commission.

3. ComEd agreement to relocate overhead electric distribution lines

Motion to Adopt a resolution approving and authorizing execution of customer work agreement No. H24150LIB with Commonwealth Edison Company regarding relocation of overhead electric distribution lines and appurtenant facilities generally located on Seymour Avenue between East Maple Avenue and Park Street.

G. Other Reports

X. SCHEDULED BUSINESS

A. Omnibus Vote Items

XI. VILLAGE STAFF REPORTS

A. Village Administrator

B. Village Attorney

C. Village Clerk

XII. EXECUTIVE SESSION

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

B. Motion to reconvene Village Board Meeting

C. Attendance

D. Action from Executive Session

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

A. Motion to Adjourn the Regular Board Meeting

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

CALL TO ORDER

The 3301th Regular Meeting of the Board of Trustees of the Village of Mundelein was held on June 24, 2024 at 300 Plaza Circle, Mundelein. Mayor Lentz called the meeting to order at 7:00 PM.

ATTENDANCE

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

Board Attendance

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

ABSENT: Trustee Meier

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Assistant Finance Director Limperatos, Fire Chief Lark, Police Chief Seeley, Community Development Director Orenchuk, Public Works and Engineering Director Boeche

ABSENT: Building Department Director Sellas

PLEDGE OF ALLEGIANCE

Mayor Lentz led the Pledge of Allegiance.

Mayor Lentz asked Public Works Director Boeche to speak about the recent heavy rain event and how it affected the Village:

Mr. Boeche explained about how the various areas and streets are set up to collect the overflow of water--it is not technically "flooding" but referred to as "ponding". Often the water has subsided by the time the Public Works crew arrives with the street sawhorses used to block off streets. Mr. Boeche understands how this rapid rise in water during a rain event can frighten residents who are worried about their residences being inundated with this water. He spoke to one of these concerned residents about the water and that yes the water went down within about 2 hours. The Village does not have pipes big enough to immediately handle all the water right away so it sits and eventually goes down the storm drains. Residents commented that Courtland still flooded and the Western Slope project was "no good" whereas the area that flooded 7 years ago was fine during this rain event and did not flood again. The Courtland Commons reservoir wasn't designed to deal with this but it helps. A good example is the train overpass on Courtland: 3 water tributaries come together under it and there isn't anywhere for this amount of sudden rain to go except to bubble up, which it does and then subsides.

MINUTES APPROVAL

Motion to approve the Board of Trustees Regular meeting minutes from June 10, 2024.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Tim Wilson
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

There was no public commentary.

PRESENTATIONS / AWARDS

APWA "Snow Plow Rodeo" Competition

Public Works Director Boeche spoke about the Snow Plow Rodeo and that the Village placed third this year which is great given how many Illinois communities participate. Travis Hamm and Jerry Kegg were our snowplow team, getting the highest scores for "inside curb" and "offset alley". Mayor Lentz commented that he went on a ride-along with a snowplow when he first became a Trustee he went on a snowplow ride-along during a blizzard and was amazed at the skill the snowplow drivers had.

PUBLIC HEARINGS

Public Hearing - FYE2025 Appropriation Ordinance - Recess

Motion to recess into a Public Hearing for the FYE2025 Appropriation Ordinance.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Tim Wilson
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Public Hearing - FYE2025 - Appropriation Ordinance - Reconvene

Motion to reconvene the regular Village Board Meeting.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Jenny Berman Ross
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, 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, Ross, Schwenk, Wilson, Mayor Lentz

ABSENT: Trustee Meier

Village Attendance

PRESENT: Attorney Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Assistant Finance Director Limperatos, Fire Chief Lark, Police Chief Seeley, Community Development Director Orenchuk, Public Works and Engineering Director Boeche

ABSENT: Building Department Director Sellas

MAYOR'S REPORT

Mayor Lentz reported that the Community Days info is in the Village newsletter that has been sent out. The location is back to its original location with some changes--Courtland Commons will be the place for the music stage, the carnival will be moved, etc. Parking will still be available where it always has been.

CivicReady - New Mass Notification Software

Assistant Administrator Monroe explained the new CivicReady system for residents to receive alerts via text, phone or email. Also sign up for the newsletter--must be done again with this new system.

TRUSTEE REPORTS

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

Flaherty & Collins Redevelopment Agreement - First Amendment

Motion to Pass an Ordinance approving and authorizing execution of a First Amendment to Redevelopment Agreement for the Redevelopment of Lots 2, 4, and 5

of the Village Hall Subdivision (Flaherty & Collins).

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Erich Schwenk
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Trustee Wilson noted a new business in town--Scooters Coffee at 214 Oak Creek Plaza (Police Chief Seeley vouches for the iced coffee). And there is an EDC meeting this Thursday for those who want to know what is happening business-wise in the Village.

Public Works Committee (Ross, Meier, Lambert)

Wastewater Treatment Plant Phosphorus Removal Chemical

Motion to Adopt a resolution waiving bids, accepting a proposal from USALCO, LLC, of Dallas, TX, for phosphorus removal chemicals, and approving purchase order number 13872 in the amount of \$144,999.86.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Jenny Berman Ross
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Finance Committee (Schwenk, Juarez, Ross)

FYE2025 Appropriation Ordinance

Motion to Pass the Annual Appropriation Ordinance of the Village of Mundelein, Lake County, Illinois for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Kara Lambert
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between June 11, 2024 and ending June 24, 2024 in the amount of \$556,238.17.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 06/24/24.

DATE	VENDOR	AMOUNT
06/24/24	AT&T	\$2,356.71
06/24/24	AT&T Long Distance	\$42.59

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Erich Schwenk
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Public Safety Committee (Lambert, Wilson, Juarez)

Ordinance - Fire Department Personnel

Motion to Pass an Ordinance Amending Chapter 2.36 of the Mundelein Municipal Code regarding the Fire Department to increase the number of full-time firefighter/paramedics from 20 to 21.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Tim Wilson
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Resolution Terminating the IGA for Dispatch Services - Winthrop Harbor

Motion to Adopt a Resolution terminating the intergovernmental agreement for dispatch services by and between the Village of Mundelein and the Village of Winthrop Harbor.

Police Chief Seeley spoke about the next 6 motions and the part they play in the consolidation of dispatch operations in Lake County. Approval of these motions will allow us to possibly become a founding member of the new LakeComm dispatch. All these motions are basically dissolving current IGAs and creating new ones. Mr. Seeley gave an example of how dispatch works currently in an emergency situation depending on where the call originates; this new system will be much more efficient and straight-line--**the goal is to save time, save lives**. If this all goes through with other communities coming on board, it would consist of 15 Fire/EMS agencies and 22 Law Enforcement agencies. While this will save money the goal is the consolidation of the Lake County units.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Tim Wilson
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Resolution to Terminate the IGA for Dispatch Services - North Chicago

Motion to Adopt a Resolution terminating the Intergovernmental Agreement for Dispatch Services by and between the Village Of Mundelein and the City of North Chicago.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Tim Wilson
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Ordinance - Dissolving the Joint Central Lake County Emergency Telephone Systems Board

Motion to Pass an Ordinance repealing Ordinance No. 18-04-22 and Resolution No. 19-01-07 and dissolving the Joint Central Lake County Emergency Telephone Systems Board.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Tim Wilson
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson

NAYS: None
ABSTAIN: None

Ordinance - Establishing the Joint Emergency System Board (JETSBS) of Lake County

Motion to Pass an Ordinance approving an Intergovernmental Agreement to establish the Joint Emergency System Board (JETSBS) of Lake County.

RESULT: Passed [Yes 5, No 0, Abstained 0]
MOVER: Trustee Kara Lambert
SECONDER: Trustee Tim Wilson
AYES: Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS: None
ABSTAIN: None

Resolution - IGA Establishing the Lake Consolidated Emergency Communications (LakeComm)

Motion to Adopt a Resolution authorizing the adoption and execution of an Intergovernmental Agreement Establishing the Lake Consolidated Emergency Communications (LakeComm).

RESULT: Passed [Yes 5, No 0, Abstained 0]
MOVER: Trustee Kara Lambert
SECONDER: Trustee Tim Wilson
AYES: Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS: None
ABSTAIN: None

Resolution - Appointing a Director and Alternate Director LakeComm

Motion to Adopt a Resolution appointing a director and alternate director for Lake Consolidated Emergency Communications (LakeComm).

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

Police Chief Seeley reminded all about the Cops N Bobbers Fishing Derby on July 13 at the Mundelein Seminary. Fire Chief Lark said there will be a Blood Drive on July 6 at the #1 Fire Station on Midlothian. Also Mr. Lark thanked MPD's Don Hansen for all the work he did on the LakeComm initiative.

Building Committee (Juarez, Ross, Wilson)

No report.

Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

Construction Inspection Services for North Lake Street Alley Improvement Program

Motion to award a contract and approve purchase order number 13852 to Gewalt Hamilton Associates, Inc. for the construction observation of the North Lake Street Alley Improvement Program in the amount of \$41,518.00 and authorize the Village Engineer to sign the contract.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Kara Lambert
SECONDER:	Trustee Daniel Juarez
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Other Reports

None.

SCHEDULED BUSINESS

Omnibus Vote Items

OpenGov Financials Suite

Motion to approve purchase order number 13859 in the amount of \$85,000 for Open Gov Services for the period of 06/01/24 - 05/31/25.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Kara Lambert
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

Purchase Order to Paramedic Billing Services

Motion to approve purchase order number 13889 in the amount of \$60,000 to pay Paramedic Billing Services their 4% commission rate for all payments collected related

to non-GEMT ambulance transports and Fire Billing invoices from June 1, 2024 through April 30, 2025.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Kara Lambert
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

VILLAGE STAFF REPORTS

Village Administrator

No report.

Village Attorney

No report.

Village Clerk

No report.

EXECUTIVE SESSION

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

Motion to reconvene Village Board Meeting

Attendance

Action from Executive Session

OTHER BUSINESS

None.

ADJOURNMENT

Motion to Adjourn the Regular Board Meeting

Motion to Adjourn the Regular Board Meeting.

RESULT:	Passed [Yes 5, No 0, Abstained 0]
MOVER:	Trustee Daniel Juarez
SECONDER:	Trustee Kara Lambert
AYES:	Daniel Juarez, Kara Lambert, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

The Regular Board Meeting adjourned at 7:37 PM.

Village Clerk

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of July 8, 2024

Subject: 739 West Maple Avenue

Financial Impact:

N/A

Attachments:

1. 6.19.24 - PZC Minutes
2. Findings of Fact - 739 W Maple Avenue
3. Location Map - 739 West Maple Avenue
4. Petitioner's Application - 739 W Maple Avenue

Background:

The property owner of 739 West Maple Avenue, Brent Zimmerman, applied for a building permit to install an 18' diameter above-ground pool (254 SF) in the rear yard. The building permit was denied because the property exceeded the maximum lot coverage of 50% in the R-3 Single-Family Residential Zoning District. The property is currently 1.6% or 110.5 SF over the 50% maximum lot coverage. The existing lot coverage (51.6% or 3,453.8 SF) is considered grandfathered in and cannot be increased further. The Petitioner informed staff that they previously had an above-ground pool installed before 1980, which was removed in 2019 (Figure 1). The previously existing pool was in place for 39-plus years.

1980 Aerial

2019 Aerial



Figure 1. Color infrared aerial map from 1980 (from Lake County, IL Maps Online) and an aerial map from 2019 (from NearMap) showing the existing above ground pool.

On the Petitioner's plat of survey (Figure 2), it notes a 50.16' x 10' area taken for widening of Maple Avenue, resulting in the Petitioner losing over 500 SF to use for any future improvement on their property. When the property was originally platted, the total lot size was 7,188.1 SF. After the State took the area, the Petitioner's property size decreased to 6,686.5 SF.

Figure 2. Plat of survey for 739 West Maple Avenue.

Variation Requested

Table 20.28-2 of Section 20.28.030 of the Zoning Ordinance contains regulations for all properties within the Residential Zoning District. Properties within the R-3 Zoning District are limited to 50% lot coverage unless the property is grandfathered in at the current lot coverage. This property is grandfathered in at 51.6% lot coverage. The petitioner is requesting a variation from this section to permit an accessory structure to exceed their lot coverage in their rear yard at 739 West Maple Avenue. The new lot coverage percentage for this property would be 55.4%.

Planning & Zoning Commission Recommendations

The Planning and Zoning Commission conducted a public hearing on June 19, 2024, to consider the request. The Commission recommended approval of the variation by a vote of 4-0 with the condition that the impervious surface coverage relief only applies to the proposed above-ground pool. If the proposed pool is removed, the square footage gained from the pool can only be used for replacement pools and cannot be used elsewhere on the lot. Details of the Commission's recommendations can be found in the attached findings of fact.

Analysis

Staff is in favor of the lot coverage variation request because of the following reasons:

1. Former Pool

The former pool, which is 480 square feet above ground, existed for 39+ years and was removed in 2019. The applicant was unaware that they were going to lose the grandfathered-in lot coverage once they removed the above-ground pool for an extended period of time without replacing it. The previous lot coverage was 58.8% and will decrease by 3.4% with the proposed 18' diameter above-ground pool because it is smaller than the previous pool.

	Lot Coverage (SF)	Lot Coverage Percentage (%)
Grandfathered-in Lot Coverage in 2024	3,453.8	51.6%
Previously Existing Above Ground Pool (removed in 2019) (added 480 SF)	3,933.8	58.8 % (Over by 7.2%)
Proposed 18' Diameter Above Ground Pool (adding 254 SF)	3,707.8	55.4% (Over by 3.8%)

2. Maple Avenue Expansion

The plat of survey (Figure 2) shows a portion of the Petitioners property being taken for the Maple Avenue expansion which was around 500 SF. The State currently owns that section of the Petitioner's property. The former pool was already installed when the updated plat of survey was created in October of 1999. Due to the Maple Avenue expansion, it has reduced the amount of pervious property that the owner has to offset his impervious surface. When the property was originally platted, the total lot size was 7,188.1 SF. After the State took the area, the Petitioner's property size decreased to 6,686.5 SF.

3. Neighboring Lots

After researching nearby lots, there were two lots that exceed the maximum 50% lot coverage (by 10.9% and 6.4%). These houses were constructed before 1974, and the zoning ordinance did not anticipate potential lot coverage issues nor the State taking the 500 SF area for the widening of Maple Avenue.

Neighboring Properties Lot Coverage				
Address	Total Lot Coverage (SF)	50% Lot Coverage (SF)	Current Lot Coverage (SF) (based of aerals)	Current Lot Percentage (%)

739 West Maple Avenue (Petitioner)	6,686.5	3,343.2	3,453.8	51.6% (Over by 1.6% and Grandfathered In)
642 North California Avenue	6,850	3,425	4,173	60.9% (Over by 10.9%)
654 North California Avenue	8,220	4,110	4,636	56.4% (Over by 6.4%)



Recommendation:

Motion to Authorize staff to draft an ordinance approving a variation granting relief in the maximum impervious surface coverage to accommodate an above ground pool at 739 West Maple Avenue.

CALL TO ORDER

The Regular Meeting of the Planning and Zoning Commission of the Village of Mundelein was held on June 19, 2024, at 300 Plaza Circle, Mundelein. Commissioner Kerry Geresche called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Commissioner Geresche led the Pledge of Allegiance

ATTENDANCE

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

Commission Attendance

PRESENT: K. Anderson, K. Garesche, S. Petti, S. Schneckloth

ABSENT: J. Holden, T. Roswick, , K. Teehan

Village Attendance

A. Orenchuk, Director of Community Development, C. Malec, Senior Planner, J. Marvin, Associate Planner, and E. Swanson, Recording Secretary

MINUTES APPROVAL

Approve the Planning and Zoning Commission Regular meeting minutes from April 3, 2024.

Motion to Approve the Planning and Zoning Commission Meeting minutes of April 3, 2024.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

No Public Commentary

OLD BUSINESS

No Old Business

NEW BUSINESS

PUBLIC HEARING - PZC-05-2024 - 739 West Maple Avenue - Variation

Open Public Hearing

Motion to Open Public Hearing PZC-05-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

J. Marvin reviewed the attached PowerPoint and gave a detailed history of the property. The petitioner is requesting Approval of a Variation to permit his property to exceed the maximum impervious surface coverage to allow him to install a new pool to replace one that had previously been installed and dismantled. J. Marvin detailed a piece of the front end of the parcel that was taken for the future widening of Maple Avenue that reduces the overall lot size as well as comparing impervious lot coverage to other neighboring lots.

Petitioner(s) Sworn In

Brent Zimmerman of 739 W Maple Avenue was sworn in. Mr. Zimmerman gave a history of the property and answered questions from the Commission in regard to fencing in the yard and possible stormwater on the property.

Open the Floor to Public Commentary

Commissioner Garesche opened the floor to public commentary. There were no public comments.

Close the Floor to Public Commentary

Commissioner Garesche closed the floor to public commentary.

Commission Discussion

Recommendation

Motion to recommend Approval of a variation to Table 20.28-2 of Section 20.28.030 granting relief in the maximum impervious surface coverage to accommodate up to an 18’ diameter above-ground pool at 739 West Maple Avenue, Mundelein, IL 60060.

- 1. Recommended Condition: This impervious surface coverage relief only applies to the proposed above-ground pool. If the proposed pool is removed, the square footage gained from the pool can only be used for replacement pools and cannot be used elsewhere on the lot.

The Commission discussed the need for maximum impervious coverage for stormwater drainage to reduce the strain on the sewer system. Questions were raised about the piece of property that was dedicated to the widening of Maple Avenue being a non-buildable piece. It was decided that this still would have previously been included in the calculation as it still offsets stormwater drainage despite being an unbuildable part of the property.

Motion to recommend Approval of a variation to Table 20.28-2 of Section 20.28.030 granting relief in the maximum impervious surface coverage to accommodate up to an 18’ diameter above-ground pool at 739 West Maple Avenue, Mundelein, IL 60060 with the condition that this impervious surface coverage relief only applies to the proposed above-ground pool. If the proposed pool is removed, the square footage gained from the pool can only be used for replacement pools and cannot be used elsewhere on the lot.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Close Public Hearing

Motion to Close Public Hearing PZC-05-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

PUBLIC HEARING - PZC-06-2024 - Flaherty & Collins – Multi-Family Residential (275-

301 Plaza Circle)

Open Public Hearing

Motion to Open Public Hearing PZC-06-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

C. Malec reviewed the attached PowerPoint and gave a detailed history of the project. She also presented the different proposed architectural elements of the project as well as the reasons for staff support of the separate variation requests. C. Malec also reviewed the recommended staff condition to allow a sidewalk to be proposed connecting Chicago Avenue with the Metra station and another recommended staff condition to have the plat of survey approved and recorded before any building permits are issued.

Commissioners brought up questions to C. Malec about whether the building would be for general occupancy, or if it will be for seniors, as well as questions about if the parking garage proposed will be for sole use of the residents or if it will be open to the public. C. Malec confirmed that the building would be general occupancy, and deferred the parking garage question to the petitioner to answer.

Petitioner(s) Sworn In

Zack Henley of Flaherty and Collins, Craig Pryde of KTGy, and Demitrios Stavrianos of KTGy were all sworn in.

Mr. Henley addressed prior questions about the parking garage and stated that it would be meant for the sole use of residents of the building. There is no current access control in place, but there are plans for future control measures if there is an issue with members of the public using the parking garage. Mr. Henley reviewed the attached PowerPoint and discussed the Flaherty and Collins company background. Mr. Pryde provided a background on the design team for the project.

Mr. Henley proceeded to review the floorplan of the multifamily housing project and unique aspects of the plan. Some of the features of the building will include a large lobby, an outdoor courtyard, a fitness center that looks out onto a pool deck, a dog spa

and a dog park.

Mr. Pryde gave an overview of the variations being requested. Some of the challenges with multifamily design are stacking units structurally along a right of way, along with the natural curvature of the parcel, creating a unique design challenge for the project.

Questions were raised by the commission on rooftop mechanicals and how those would be screened from view. Mr. Pryde detailed the exterior wall providing the screening needed to conceal mechanicals from anyone viewing the building from within the plaza.

Mr. Pryde described building element choices due to wanting to reduce the number of residences that would be affected by the train tracks on the east side of the building. Also discussed the challenges of the current building code.

Commissioners had questions on the material and overall height of the grid wall proposed against the parking garage. The fiber cement grid will be roughly 2.5 stories high.

Mr. Pryde addressed the accessory structures and the multiple pergolas planned to meet the needs of many residents.

Mr. Henley addressed some questions about a possible mural on the blank wall of the parking garage as an alternative to the grid proposed. Mr. Henley also discussed possibly adding additional lighting features in lieu of a mural.

Open the Floor to Public Commentary

Commissioner Garesche opened the floor to public commentary. There were no public comments.

Close the Floor to Public Commentary

Commissioner Garesche closed the floor to public comment.

Commission Discussion

The commission discussed the proposed mural along the blank wall of the parking garage. It was noted that it is difficult to mandate a mural without having a clear idea of what the mural will be. It was discussed that this would be the largest mural to date in the Village of Mundelein and at this point it should be optional as to not create a stall the project. It was discussed that the fiber cement grid is already either pre-finished or painted as is.

The lighting feature options were discussed as an alternative to a mural as well as

added architectural features. Enhancing the uprights with lighting and architecture was discussed as preferable to a mural or a flat grid wall.

Recommendation

Motion to recommend Approval of a variation to Section 20.36.040(C) regarding Upper Story Setback on Public ROW Elevation in the C-5-VC District

Motion to recommend Approval of a variation from Section 20.36.040(C) granting relief in the upper story setback requirements for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented with the condition of adding a sidewalk along the south property line to connect Chicago Avenue to the Metra Station, subject to staff approval.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Steven Petti
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(A)(2)(a) regarding the requirements for breaking up flat roofs.

Motion to recommend Approval of a variation from Section 20.36.040(C) granting relief in the varied roof height requirements for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(B)(3) prohibiting blank, windowless walls (if evidence is presented that staff comments and any potential PZC comments are addressed).

Motion to recommend Approval of a variation from Section 20.36.050(B)(3) to allow two windowless walls above the parking garage for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth

SECONDER: Commissioner Steven Petti
AYES: Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS: None
ABSTAIN: None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(5) relating to trim requirements.

Motion to recommend Approval of a variation from Section 20.36.050(5) granting relief from the window and door trim width requirement for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT: Passed [Yes 4, No 0, Abstained 0]
MOVER: Commissioner Sophia Schneckloth
SECONDER: Commissioner Kevin Anderson
AYES: Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS: None
ABSTAIN: None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(C)(1)(a) regarding building articulation (if evidence is presented that staff comments and any potential PZC comments are addressed).

Motion to recommend Approval of a variation from Section 20.36.050(C)(1)(a) granting relief from the building articulation requirements on and above the parking garage for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT: Passed [Yes 4, No 0, Abstained 0]
MOVER: Commissioner Sophia Schneckloth
SECONDER: Commissioner Steven Petti
AYES: Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS: None
ABSTAIN: None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.080 regarding accessory structure standards, particularly size limitations as it relates to larger, multi-family structures.Possible conditions:

- Extend sidewalk along south property line to run along length of Metra lot
- Apply for special use for mural before building permit is issued?
- Require recording of the plat before building permit is issued or within a certain

timeframe of the permit issuance

Motion to recommend Approval of a variation from Section 20.36.080 granting relief from the maximum accessory structure size and height for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Close Public Hearing

Motion to Close Public Hearing PZC-06-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

PZC-16-2023 - 550 North Midlothian Road - Plat of Subdivision

Motion to recommend Approval of the Plat of Subdivision of Sunshine Management North Part "A".

J. Marvin gave a brief overview on the case. Proposing a subdivision of lot for a possible future sale or redevelopment.

COMMISSION DISCUSSION

Questions on if subdivided lot will be turned into parking or if there were any current plans of redevelopment. There were not plans at this point in time.

Motion to recommend Approval of the Plat of Subdivision of Sunshine Management North Part "A".

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth

SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

QUESTIONS AND COMMENTS

No questions or comments.

ADJOURNMENT

Motion to Adjourn the Planning & Zoning Commission Meeting of June 19, 2024.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Kevin Anderson
SECONDER:	Commissioner Steven Petti
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

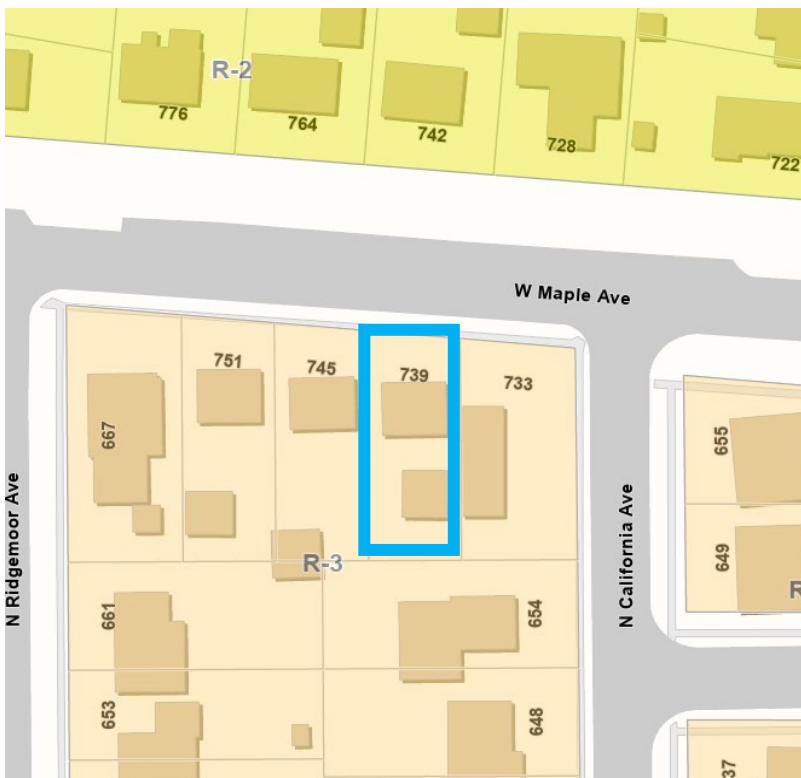
The Regular Meeting of the Planning & Zoning Commission adjourned at 8:51 PM.

FINDINGS OF FACT – VARIATION

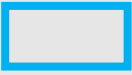
CASE NUMBER	PZC-05-2024
PUBLIC HEARING DATE	June 19, 2024
VARIATION	A variation from Table 20.28-2 of Section 20.28.030 to permit a property to exceed the maximum lot coverage in the R-3 Residential Zoning District.
DRAFT MOTION	<u>Motion</u> by S. Schneckloth, second by K. Anderson to approve the Findings of Fact as published for PZC-05-2024 relating to a variation to Table 20.28-2 of Section 20.28.030 to permit a property to exceed the maximum impervious surface coverage in the R-3 Residential Zoning District.
On June 19, 2024, the Planning and Zoning Commission voted 4 - 0 for approval of a lot coverage variation to Table 20.28-2 of Section 20.28.030 to permit a property to exceed the maximum impervious surface coverage in the R-3 Residential Zoning District with the condition that the impervious surface coverage relief only applies to the proposed above-ground pool. If the proposed pool is removed, the square footage gained from the pool can only be used for replacement pools and cannot be used elsewhere on the lot.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because the Zoning Ordinance does not permit a residential property in the R-3 Zoning District to exceed the 50% maximum lot coverage. The Petitioner benefitted from a pool on the property for 39+ years, but as a result of removing it four years ago, the Petitioner lost the grandfathered-in lot coverage and cannot reinstall the pool.	
2. The plight of the owner is due to unique circumstances;	
The plight of the petitioner is due to unique circumstances because:(1) The former pool existed for 39 plus years; and (2) The Petitioner lost over 500 square feet of his property in October of 1999 to the widening of Maple Avenue, which reduced the amount of pervious surface he has to offset his impervious surface coverage.	
3. The variation, if granted, will not alter the essential character of the locality;	
The variation will not alter the essential character of the locality, since a few other neighboring properties are over the 50% lot coverage by amounts ranging from 6-10%. Additionally, the former pool previously existed for 39-plus years and the Village has never received a complaint.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The Commission finds that the reduction in lot area as a result of 500 SF being acquired for the widening of Maple Avenue creates a hardship or difficulty to the applicant, as it is now more difficult for him to meet the impervious surface coverage maximum.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The Commission finds that the Petitioner has not created this hardship because the State took over 500 square feet of the Petitioner's lot for the widening of Maple Avenue. The widening of Maple Avenue has reduced the amount of previous property that the owner has to offset his impervious surface.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located, as this portion of the backyard was previously impervious for 39+ years without issue.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	

5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

Location Map: 739 West Maple Avenue



Legend:

 : Proposed Property



TYPICAL PLANNING AND ZONING COMMISSION PROCESS

Meeting Schedule

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



Preliminary Conference

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

Petition Submittal

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

Internal Department Review

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

Final Petition

After all issues have been adequately addressed, staff will direct the petitioner through the public hearing process. The Planning and Zoning Commission shall evaluate the application, based upon the evidence presented at the public hearing, recommend approval, approval with conditions, or denial of the application, and forward its recommendation to the Village Board within sixty (60) days. The Village Board shall consider the variation within sixty (60) days of receipt of the Planning and Zoning Commission recommendation.

The initial submittal must contain:

- ☐ Completed Application – Pages 3-7
(Write N/A where items do not apply)
- ☐ Current or accurate Plat of Survey or Preliminary Plat of Subdivision
 - a. One (1) no larger than 11" x 17"
- ☐ Preliminary Drawings
 - a. Site Plan— indicating all site improvements, such as sign locations, screened trash container areas, loading docks, fire lanes, area lighting, parking, handicap parking, all dimensions and project data (building area, land area, floor area ratio, coverage, parking calculations, etc.)
 - b. Preliminary Building Elevations, including height *(if applicable)*
 - c. Preliminary Floor Plan *(if applicable)*
 - d. Tree Preservation Plan *(if applicable)*
 - e. Preliminary Engineering *(if applicable)*
- ☐ Photos of the property
- ☐ Other Supporting Documentation (if applicable)
 - ☐ Traffic Impact Study
 - ☐ Market Study
 - ☐ _____
 - ☐ _____
- ☐ Application Fee:

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

(Additional fees may apply if additional actions are required)

Additional submittal requirements:

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

MAY 20 2024

Office of the Village Clerk

Village of Mundelein
Planning and Zoning Commission
Zoning Variation

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 739 W. Maple Ave
Property Index Numbers (PIN) 1024308004
Size of Property 6,650 (sq. ft./acres)
Size of Building Space _____ (sq. ft.)
Size of Space Utilized _____

ZONING

Current Zoning R-3
Proposed Zoning R-3
Current Use Residential
Proposed Use Residential

PETITIONER INFORMATION

Business/Org. Name _____
Name Brent Zimmerman
Title owner
Address 739 W. Maple Ave
City, State, Zip Mundelein IL 60060
Phone 224-410-0439
Email bd.zimmerman1@comcast.net
Petitioner Status: ☒ Owner ☐ Lessee ☐ Contract Purchaser

PROPERTY OWNER INFORMATION

Business/Org. Name _____
Name Brent Zimmerman
Title owner
Address 739 W. Maple Ave
City, State, Zip Mundelein IL 60060
Phone 224-410-0439
Email bd.zimmerman1@comcast.net

SECTION OF ZONING ORDINANCE: Table 20.28-2 of Section 20.28.030

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

Variation for lot coverage for 18' Diameter pool
in rear yard.

STANDARDS FOR GRANTING A VARIATION

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

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

The Zoning Administrator, Planning and Zoning Commission, and Village Board, in making its findings, may further inquire into the following evidentiary issues, as well as any others deemed appropriate. **Please provide a detailed response to each of the following criteria (attach additional pages, if necessary):**

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

mon.DAY May 20, 2024

Standards for Granting a Variation.

A Yes, it's a Undo Hard ship, brought about the inability for me to enjoy my property as I have in the past.

B Yes, I'm replacing a pool that was currently there when we bought our home in 2000

C. Correct, will not alter.

A NO

B Yes

C Yes, correct

D Yes, It will not

E Yes

F Value of property will not be diminished

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, Brent Zimmerman, under oath, state that I am

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

commonly described as (Address) 739 W. Maple Ave and that such property is owned by

(Printed Name) Brent Zimmerman as of this date. As owner of the property, I do

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

Planning and Zoning Commission/Village Board matter, Variation for lot coverage
to install above ground 18' diameter pool in rear yard. (Action).

Brent Zimmerman
Signature

Subscribed and sworn to before me

this 20 day of May, 2024.

X Yazmin Torres
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) 739 W. Maple Ave.

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:**

Brent Zimmerman 5-16-2024
Signature of Owner Date

By _____

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): Brent Zimmerman

Date: 5/15/2024

Printed Name: Brent Zimmerman

Title: owner

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

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

Signature Contract Purchaser: _____

Date: _____

Printed Name: _____

Title: _____

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

Signature Lessee: _____

Date: _____

Printed Name: _____

Title: _____



RECEIVED UNITED SURVEY SERVICE CO
Construction and Land Surveyors

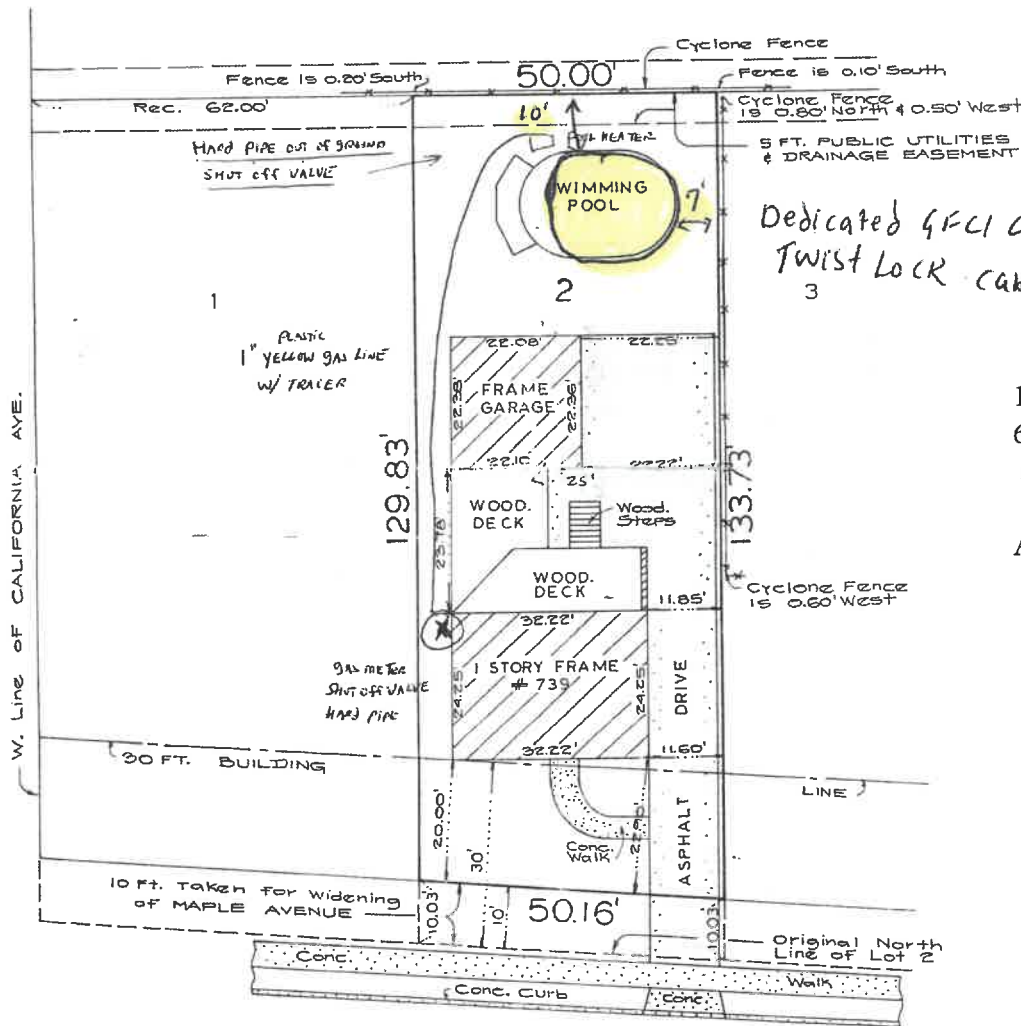
APR 29 2024
8033 CHURCHILL, NILES, IL 60714
TEL. (847) 581-0040 FAX (847) 581-0041

Village of Mundelein
Customer Service

Plat of Survey
OF

LOT 2 IN BLOCK 1 IN MUNDELEIN HOME CREST SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, LYING SOUTH OF THE HIGHWAY, ALL IN TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 4, 1926 AS DOCUMENT NO. 280148, IN BOOK "P" OF PLATS, PAGES 62 AND 63, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: 739 W. MAPLE AVENUE, MUNDELEIN, ILLINOIS.

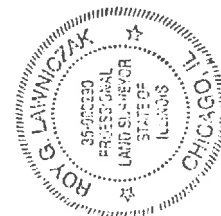


Dedicated GFCI circuit 20 amp
Twist Lock cable.

$$10 \times 50.16 = 501.6$$
$$6260.11 + 501.6 = 6761.71$$
$$3572.24$$

Allowed 3380.855 sf

MAPLE AVE.



OCTOBER 22, 1999 - UPDATED

IF CHECK (X) IN BOX MEANS THAT SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION.

Order No. 94 - 1735

Scale: 20

DATE: FEBRUARY 17, 1999

IGNAZ KRATZ

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. OTHERWISE REFER TO YOUR DEED OR ABSTRACT. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois
County of Cook

I, ROY G. LAWNICZAK, do hereby certify that I have located the building on the above property.

Roy G. Lawniczak
REG. ILL. Land Surveyor No. 2290

State of Illinois
County of Cook

I, ROY G. LAWNICZAK, do hereby certify that I have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

Dimensions are shown in feet and decimals and are corrected to a temperature of 62° Fahrenheit.

Roy G. Lawniczak
REG. ILL. Land Surveyor No. 2290

1st PLAN REVIEW

Residential: ABOVE GROUND POOL 18'

Applicant: BRENT ZIMMERMAN
Plans Received: 04/30/2024
Project Address: 739 W. Maple Ave.

Use Group: R-3

The plans submitted for permit for the above referenced address are not approved. Please submit the following required information.

COMMUNITY DEVELOPMENT

Review by: Colleen Malec, Senior Planner

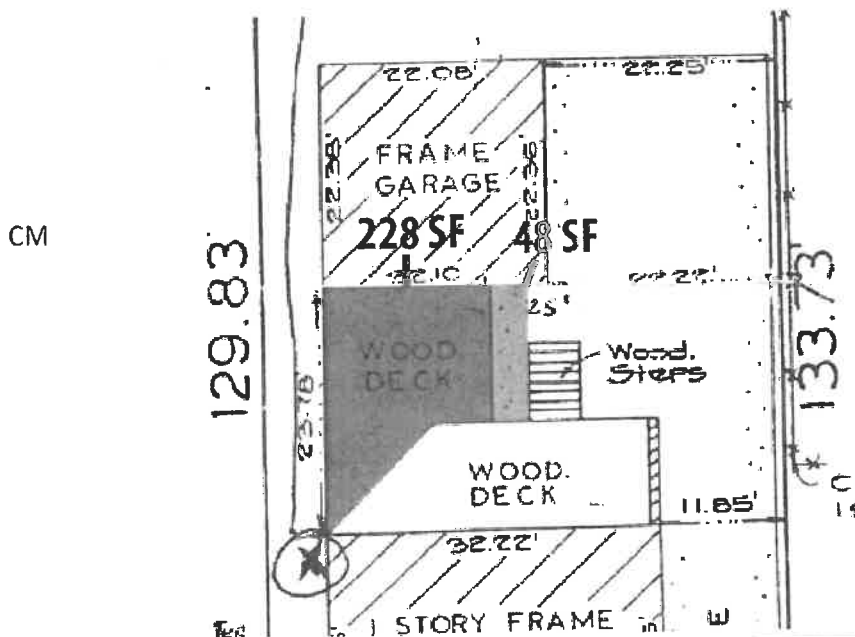
I reviewed the building permit application received on April 29, 2024 to construct an 18' above ground pool at 739 W. Maple. The plans are not approved as submitted because the property exceeds the maximum lot coverage of 50% (before the addition of the pool). The existing lot coverage is considered grandfathered in and cannot be increased further.

The existing lot coverage is 51%, or 110 SF over the maximum 50% lot coverage. To install the pool, there are two options: (1) an area of surface equal to the area of the pool must be removed elsewhere on the property and converted to grass or landscaping, or (2) the homeowner can petition for a variation.

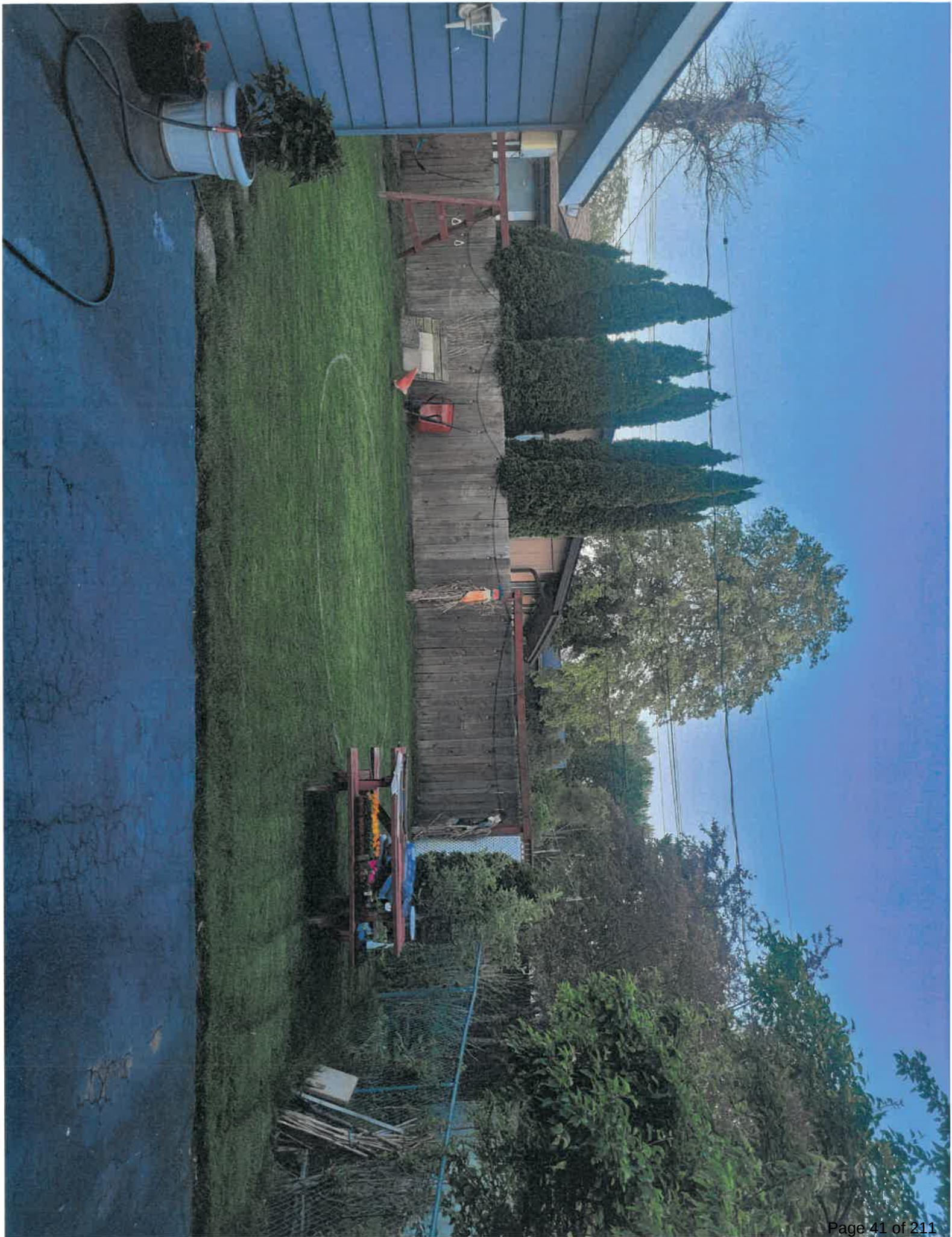
If removing surface area in an amount equal to the pool, the following square footages are provided in case they are helpful:

- Square footage of a 18' diameter pool = 254 SF
- Square footage of a 15' diameter pool = 177 SF

- Area of existing "Lower Deck" = 228 SF
- Area of pavement between "Lower Deck" and "Wood Steps" = 48 SF









SwimPro® LX
by **HAYWARD®**

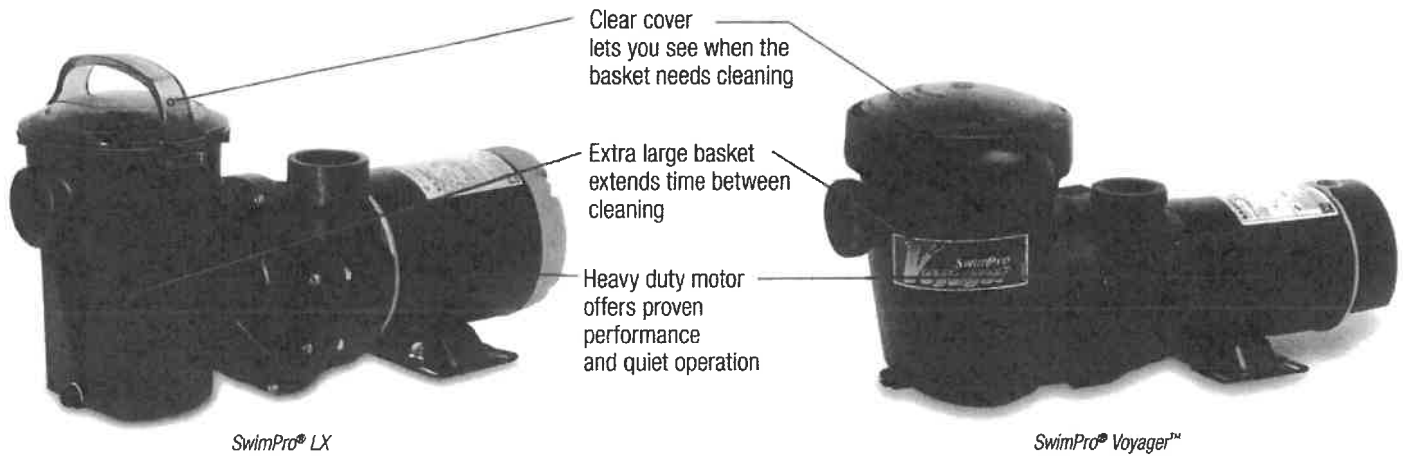
SwimPro® Voyager™
by **HAYWARD®**

ABOVE-GROUND POOL PUMP SERIES



- Designed specifically for the rigors of above-ground and on-ground-type swimming pools
- Provides dependable, energy-efficient performance and quiet operation
- Extra-large debris basket keeps pool maintenance to a minimum
- Clear cover lets you see exactly when the basket needs cleaning





Swim Like a Pro

The SwimPro LX and Voyager pump series are specifically designed for the demands of above-ground pools of all shapes and sizes. Available in a variety of models and with optional accessories such as twist-lock cords and automatic timers, SwimPro pumps provide reliable and consistent performance.

SwimPro LX Specifications

Model	Dim "A"	HP	Inlet/Outlet	Description
SW1110	10 1/4"	1 HP	1 1/2"	SwimPro LX pump
SW1110H	10 1/4"	1 HP	1 1/2"	SwimPro LX pump, horizontal discharge
SW1115	10 3/4"	1 1/2 HP	1 1/2"	SwimPro LX pump
SW1115H	10 5/8"	1 1/2 HP	1 1/2"	SwimPro LX pump, horizontal discharge
SW1115HTL	10 5/8"	1 1/2 HP	1 1/2"	SwimPro LX pump, horiz. discharge, twist-lock cord
SW15851X20TL	10 3/4"	2 HP	1 1/2"	SwimPro LX pump, horiz. discharge, twist-lock cord
SW15851X20FTL	10 3/4"	2 HP	1 1/2"	SwimPro LX pump, horiz. discharge, TL cord, timer

*TL" pump includes 3' twisting lock cord. 

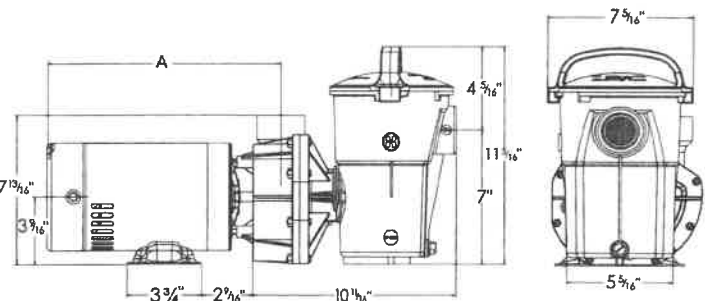
SwimPro Voyager Specifications

Model	Dim "A"	HP	Inlet/Outlet	Description
SW159412STL	12"	"2 HP,	1 1/2"	SwimPro Voyager pump with strainer

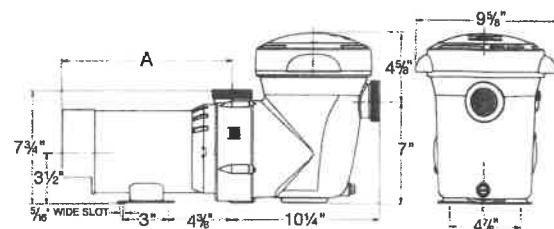
"TL" pump includes 3' twisting lock cord. 

Overall Dimensions

SwimPro LX



SwimPro Voyager



SwimPro® Voyager™ by HAYWARD®

ADVANCED FILTRATION TECHNOLOGY

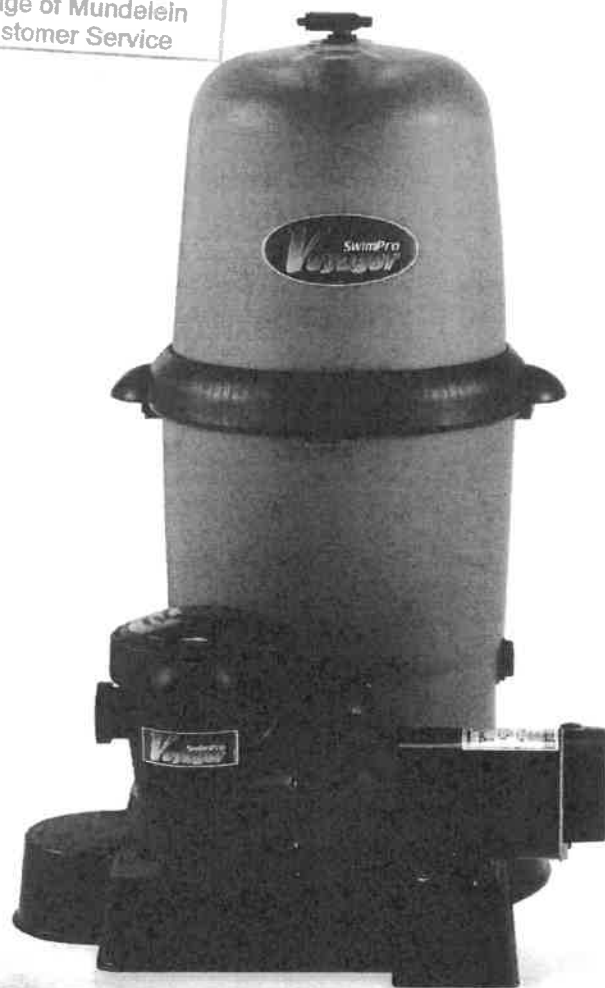
RECEIVED

APR 29 2024

Village of Mundelein
Customer Service

Voyager Filtration

What better way to escape from the stress of today than to kickback and relax in your own backyard vacation. SwimPro Voyager Series™ Full Flow Element Filter Systems by Hayward, provide you with advanced filtration technology that result in crystal clear, sparkling clean pool water...and good clean fun for the entire family. The SwimPro Voyager Series are easy to operate, energy-efficient by design and engineered for virtually maintenance-free pool care. SwimPro Voyager made to satisfy the most demanding pool owner. You.



Total System: Pumps | Filters | Heating | Cleaners | Sanitization | Automation | Lighting | Safety | White Goods

Convenience at your fingertips.

Voyager Series filters feature a star shaped cartridge element made of high quality, reinforced polyester material. Its deep-pleated "V" design provides a full 360° cleaning area, and easily traps dirt and debris during the filtration process—simply and thoroughly.

The cartridge element is also extra large, so filter cleaning cycles are extended, which gives you freedom of total pool enjoyment.

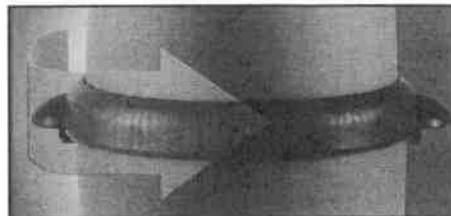
Plus, Voyager Series cartridge elements incorporate a precision-engineered full-flow center core which provides for maximum flow—and quicker turnover of your pool water. This reduces energy costs because you operate the filter for shorter periods.

And after your swimming season is over, simply remove the filtration element, hose it off—and you'll be all set for next year and another season of good clean fun. It's that simple.



Precision-engineered extruded core design.

Easy-Lok™ ring allows quick access to all internal components



SW110 System



SW150 System

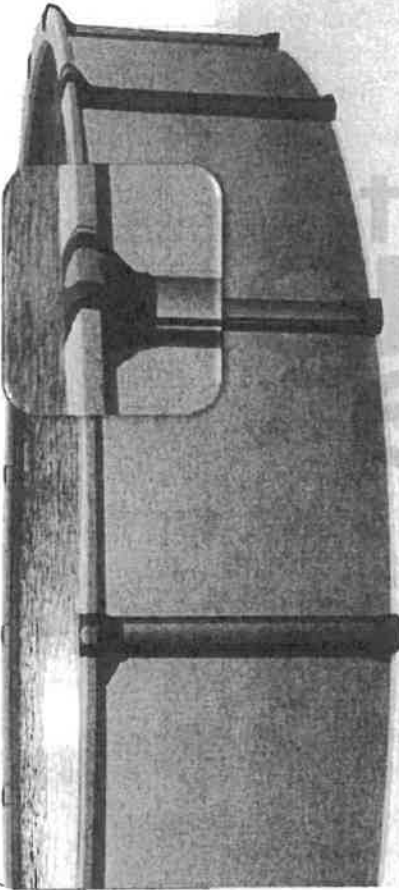


SW200 System

Performance Data

Model Number	Description	Effective Filtration Area Rate Ft.	Design Flow GPM	Turnover US Gallons	
				8 Hrs	10 Hrs
SW110 System	100 ft ² Voyager Element Filter. Standard thermoplastic base.	100	80	38,400	48,000
SW150 System	150 ft ² Voyager Element Filter. Deluxe thermoplastic base.	150	120	57,600	72,000
SW200 System	200 ft ² Voyager Element Filter. Deluxe thermoplastic base.	200	120	57,600	72,000

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Village of Mundelein
Customer Service



Harborside - Linen

HYBRID

Specifications	Available sizes
Height	15'
Top ledge	18'
Upright	21'
Bottom rail	24'
Stabilizer	27'
Bottom plate	30'
Top plate	15 x 26
Ledge cover	15 x 30
Structure color	18 x 33
Oval system	

Pool code :
PHRB-52RSPSRL3/PHRB-YM*** 52RSPSRL3
Wall name - Code :
Linen: WLN52S-WMB *Stainless steel panel*

RELATED PRODUCTS

TERMS AND CONDITIONS

Sales and Returns Terms and Conditions:

A customer may receive a full refund on items returned if ALL of the following conditions are met.

- The purchase was made within the past thirty (30) days.
- The original sales slip or register receipt is presented along with the item.
- The merchandise is in new, unused condition.
- The merchandise is in the original, unopened package.
- The merchandise was NOT a Final Sale/No Return item or Seasonal item.
- Refunds on delivered merchandise will be issued less the cost of delivery and pick up AND a 15% Re-Stocking Fee will apply to the purchase price of the items returned.

All refunds will be in the same form as used for the purchase. Cash refunds cannot exceed \$50.00. A check will be mailed in lieu of cash for returns in excess of \$50.00.

No Refunds or Returns on any installed items.

**Per E.P.A. Regulations,
no returns or exchanges are permitted on any pool or spa chemicals.**

"The Great Escape" will not be responsible for securing any items that are picked up by a customer and will not be held liable for any damage to the customer's vehicle due to improperly securing the item, or for damage resulting from chemical spillage or leakage.

I have inspected my order and acknowledge that it is complete and merchandise is in good condition:

Customer Signature: _____ Date: _____

Layaway Terms and Conditions:

A \$100.00 REFUNDABLE deposit reserves the Sale Price of stock items for a period of 30 Days. Swimming Pool and Pool Package pricing will be held for up to 90 Days.

A \$500.00 REFUNDABLE deposit reserves the price of stock items and holds the product for a period of 180 days and requires at least a two week notice prior to delivery. Any product not delivered within 180 days will be subject to availability and possible price changes.

A 50% NON-REFUNDABLE deposit will be required for any Special or Custom Order product. Hot Tub Special Orders require a NON-REFUNDABLE deposit of 10% of the Total Price or \$500.00 (whichever is greater) and is subject to a 15% restocking fee of the entire sale price if cancelled.

There will be no refunds on deposits left more than 180 days. Deposits left more than 180 days will be converted into a store credit in the form of a Credit Memo that can be used for any future purchase.

All labor costs are estimates only. Please refer to a separate INSTALLATION AGREEMENT for terms.

**the
great
escape**

RECEIVED

APR 29 2024

of Mundelein
Customer Service

INVOICE

MUNDELEIN TGE/CHF
1400 TOWNLINE ROAD
MUNDELEIN, IL 60060
Phone (847) 566-7070

Invoice	BL6XCD-0
Date	04-27-24
Store	015
Type	Delivery
Recap	042824 14:11
Customer ID	2244100439

Bill to

BRENT ZIMMERMAN
739 W. MAPLE AVE
Mundelein, IL 60060

Ship to

BRENT ZIMMERMAN
739 W. MAPLE AVE
Mundelein, IL 60060

Warehouse	P/O Number	Estimated DD	Terms	Sold At		Bill to Phones	Ship to Phones
WH		05-07-24	COD	015	Home	(224) 410-0439	(224) 410-0439
Salesperson		Salesperson			Work		
178 JosephB					Cell		
					Email	bdzimmerman1@gmail.com	

Item Number	Description	U/M	Order	Ship	Each Price	Disc%	Extended
Package *1							
50568	18' 54" HARBORSIDE GREAT PKG		1	0	4199.00		4199.00
9957	18' 54" HARBORSIDE W/PANEL		1	0			
	Loc: 7-3						
7542	18' 30/54 UNIBEAD CARMEL		1	0			
	Loc: 12-2						
1476	ABS WIDE MOUTH TW SKIMMER-PRL		1	0			
13073	SLIDE-LOCK A-FRAME LADDER		1	0			
9904	150 SWIMPRO ELEMENT TANK/ACC		1	0			
9905	2HP SWIMPRO PUMP 3'CORD/TL/HOR		1	0			
1426	ULTIMATE MAINTENANCE KIT		1	0			
3200	1 1/4"x21' DELUXE VACUUM HOSE		1	0			
	Loc: 10-16						
1617	6-12' TELESCOPIC POLE		1	0			
6103	18' DELUXE BLUE SOLAR COVER		1	0			
9971	HAYWD 250LI CORDLESS ROBOT CLN		1	0			
1299	VISION-PRO VESSEL ONLY		1	0			
1303	VISION-PRO CARTRIDGE		1	0			
3224	1 1/2 X 3' VISION PRO HOSE		1	0			
509	WT SMALL VISION STARTER KIT(1)		1	0			
14001	REFER TO P-101 GUIDE (18')		1	0			
27	DELIVERY TO GARAGE ONLY (GRN)		1	0			
COD MUST BE PAID 7 DAYS PRIOR							

Continued-->

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of July 8, 2024

Subject: BIG Grant - 1355 Armour Boulevard

Financial Impact:

BIG was funded \$175,000 for FYE25. No funds have been allocated to-date. If the requested allocation is approved, remaining funds will be \$150,000.

Attachments:

1. BIG Grant Application - Revel Taste LLC

Background:

Dimitry Drakovich from Revel Taste LLC, a smoked fish preparation business, has submitted a Business Incentive Grant Application to defray costs of improving the exterior of the property at 1355 Armour Boulevard. The interior improvements include renovating the plumbing and electrical. The property received funds in a prior year in the amount of \$35,000.00 for a Fire Suppression system for the operations of the former tenant.

Grant Item Request	Improvement Costs	Total Village Participation
Interior Improvements	\$138,000.00	\$25,000.00
Total	\$138,000.00	\$25,000.00

The grant program states the Village will contribute a maximum of \$25,000 towards exterior improvements. In this instance, the applicant would be eligible for reimbursement in the amount of \$25,000.00. If this grant is awarded, the available Business Incentive Grant budgeted money will be approximately \$150,000.00 for any future projects to be awarded by the Village Board in the remainder of this fiscal year.

Recommendation:

Motion to Adopt a Resolution approving a Business Incentive Grant and approve purchase order number 13932 in the amount of \$25,000, relating to interior improvements for Revel Taste LLC, for the property 1355 Armour Boulevard, Mundelein, Illinois.

I hereby certify that the attached is an original of
Resolution No. R-24-07-35
that said Resolution was adopted on **July 8, 2024**,
that it was posted in the Village Hall commencing on
7/9/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-07-35

RESOLUTION APPROVING A BUSINESS INCENTIVE GRANT APPLICATION FOR THE PROPERTY AT 1355 ARMOUR BOULEVARD, MUNDELEIN, ILLINOIS UNDER THE MUNDELEIN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

WHEREAS, Marina Drakovich (the “Applicant”), proposes to open up a smoked fish operation known as Revel Taste, LLC at 1355 Armour Boulevard; and

WHEREAS, Applicant applied for a Village of Mundelein Grant to make improvements to the interior of an existing building relating to electrical and plumbing under the Business Incentive Grant Program (BIG) for the property at 1355 Armour Boulevard, Mundelein, Illinois (the "Grant Application") and has submitted cost proposals for the following improvements:

Plumbing Renovations	\$84,000.00
Electrical Renovations	\$54,000.00
TOTAL	\$138,000.00
Village Participation	\$25,000.00

WHEREAS, Applicant and Frank Dziadus, property owner, of the subject property at 1355 Armour Boulevard, Mundelein, Illinois, have signed the Grant Application; and

WHEREAS, the Village's Community Development Department has made a recommendation to the Village Board of Trustees that the Grant Application be approved for a 50% matching grant under the Village of Mundelein Business Incentive Grant Program, not to exceed the amount of \$25,000.00 for the interior improvements; and

WHEREAS, Ordinance No. 15-04-17, amended by Ordinance No. 16-01-04, allows the Village Board of Trustees to review each request on a case-by-case basis. Approved projects would be awarded no more than 50% of the project cost up to a maximum of \$5,000.00 for sign improvements, \$25,000 for interior improvements, and \$25,000.00 for exterior site improvements, which may be increased at the discretion of the Village Board of Trustees.

WHEREAS, the Village Board of Trustees has determined it would be in the best interests of the Village to award the Grant Application for interior improvements as provided herein.

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 Grant Application for a 50% matching grant in an amount not to exceed \$25,000.00 for interior improvements, described on the application attached hereto and made a part hereof as Exhibit A, is hereby approved as provided herein conditioned upon:

SECTION II: This approval is subject to the Applicant's compliance with all terms and conditions in the Village of Mundelein Business Incentive Grant Program.

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

MOVER: None

SECONDER: None

AYES: None

NAYS: None

ABSTAIN: None

President

ADOPTED: Monday, July 8, 2024

APPROVED: Monday, July 8, 2024

ATTEST:

Village Clerk



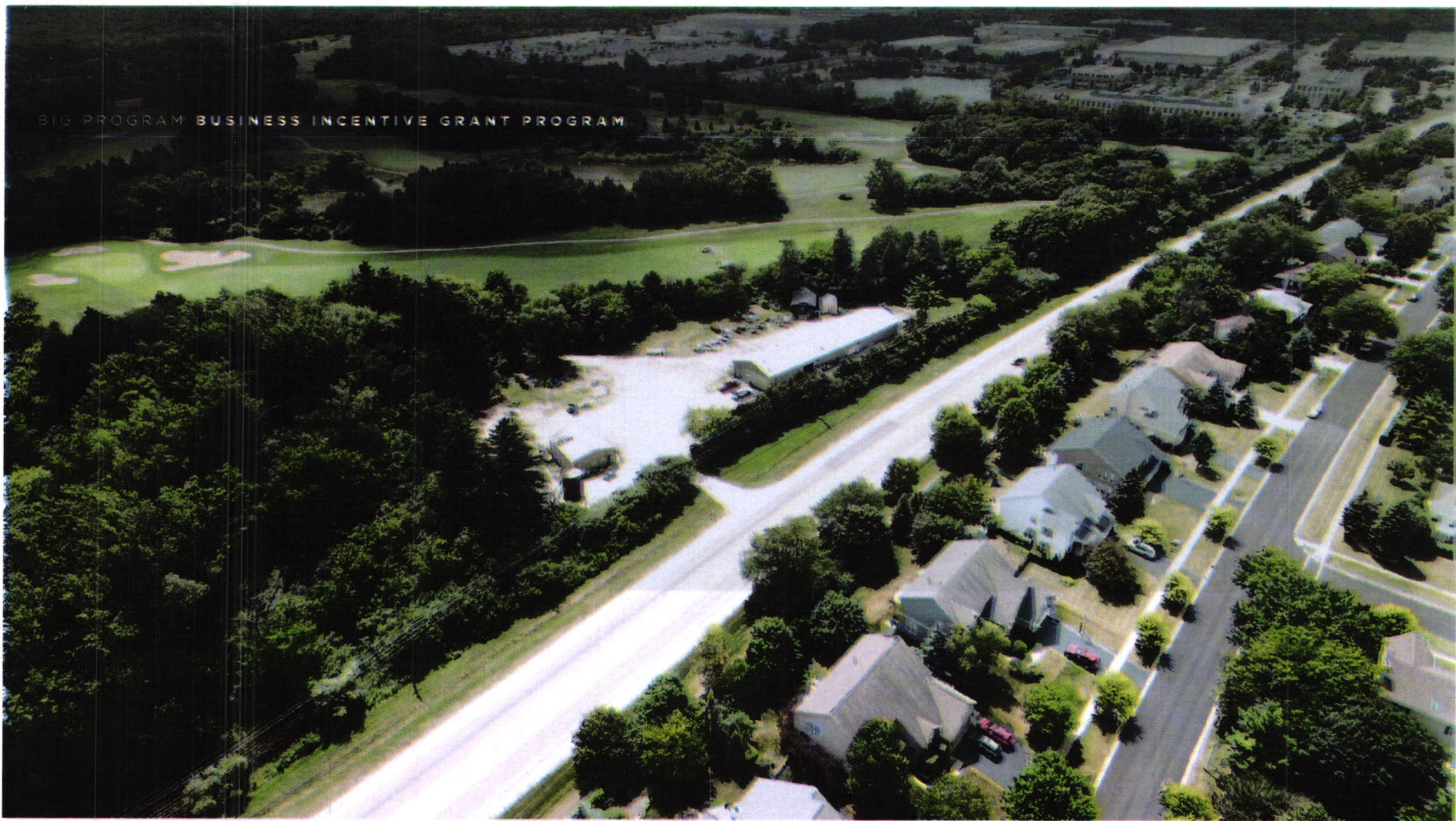
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Mundelein

BUSINESS INCENTIVE GRANT (BIG)
PROGRAM & APPLICATION

300 PLAZA CIRCLE, MUNDELEIN, ILLINOIS 60060
P 847.949.3282 | PLANNING@MUNDELEIN.ORG



BIG PROGRAM

BUSINESS INCENTIVE GRANT PROGRAM



I. PURPOSE AND GOAL:

The program intent is to support property enhancements that improve the building stock of the Village in a quasi-permanent manner and/or enhance the feel of non-residential neighborhoods. The purpose of the Business Incentive Grant (BIG) Program is to provide financial assistance to business owners and property owners in: (a) replacing existing non-conforming signs within the Village with new signs which conform with the Village's new Sign Ordinance; (b) making improvements to the exterior appearance of existing buildings and property that are visible from the public right-of-way; and (c) making improvements to the interior of a building such as mechanical, electrical, plumbing, and kitchen hood and duct systems. The Village also desires to facilitate the creation of jobs and enhance the quality of life in the community by attracting and retaining new businesses.

The BIG Program is a reimbursement program. The Village of Mundelein grants the reimbursement of certain costs incurred by a business owner or property owner to enhance properties within the Village.

II. PROGRAM DESCRIPTION:

A | Sign Replacement Projects within the Village: Approved replacement of existing non-conforming sign(s) within the Village with sign(s) which conform with the Village's new Sign Ordinance will be eligible to receive up to a 50 percent matching grant not exceeding \$5,000.00 for each business or property. All eligible projects must involve a new sign(s) costing at least \$1,000.00. The Village may offer a matching grant in an amount exceeding \$5,000.00 if the Village Board, in its sole discretion, finds that the specific Sign Replacement Project to be of an exceptional value to the community. The replacement of existing signs, which already conform to the new Sign Ordinance, are not eligible.

B | Exterior Improvement Projects: Approved improvement(s) to the building façade and exterior appearance of existing buildings and property that are visible from the public right-of-way will be eligible to receive up to a 50 percent matching grant not exceeding \$25,000.00 for each business location. All eligible projects must involve a new improvement(s) costing at least \$1,000. The Village may offer a matching grant in an amount exceeding \$25,000 if the Village Board, in its sole discretion, finds the specific project to be of an exceptional value to the community. Eligible properties must be within the corporate limits of the Village of Mundelein.

C | Interior Building Improvement Projects: Approved improvements to the interior of a building, including but not limited to, mechanical, electrical, plumbing, kitchen hood and duct systems will be eligible to receive up to a 50 percent matching grant not exceeding \$25,000.00 for each business location. All eligible projects must involve a new improvement(s) costing at least \$1,000. The Village may offer a matching grant in an amount exceeding \$25,000 if the Village Board, in its sole discretion, finds the project to be of an exceptional value to the community. Eligible properties must be within the corporate limits of the Village of Mundelein. Painting, decorating, carpeting, other floor coverings, furniture, furnishings, and similar items are not eligible.

III. GENERAL PROGRAM REQUIREMENTS:

A | Issuance of a building permit cannot precede a grant application.

B | Applicants must own an existing business or be in the process of buying or starting a new business. Applicants must own the subject property or have written consent from the property owner. Only nonresidential taxable or mixed-use properties qualify.

C | Grants will be available for Applications submitted in accordance with Ordinance 15-04-17 and Ordinance 15-04-18, as may be amended. There shall be no retroactive grants.

D | All new sign(s) or improvement(s) subject to grants shall be substantially completed within 12 months of the date the Application is approved by the Village Board. Any new sign(s) or improvement(s) not substantially completed within that time frame shall not be eligible for reimbursement of project funds.

E | If the Applicant fails to comply with the requirements of the Program and Rules implementing the Program and all other Village ordinances, codes, rules and regulations applicable to the project, the Village shall have no obligation to make a grant for any of the costs thereof.

F | No Applicant shall be eligible for a grant if he owes an outstanding balance with respect to any fees or charges due the Village, has any Code violations or notices, or is in litigation with the Village.

G | The Village Board shall have sole authority to: (1) adopt Rules implementing the Program, (2) determine the annual amount of funding, (3) fix time frames for submitting Applications, (4) determine the types of signs and improvements to be given priority for funding, (5) determine the eligibility of Applicants for participation, and, if appropriate, prioritize them, and (6) determine the Applicant's compliance with the requirements of the Program, the Rules implementing the Program and the applicable Village ordinances, codes, rules and regulations.

H | Financial participation of the Village in the Program is limited to funds budgeted for the Program in any fiscal year. The Program shall be evaluated as part of the Village's annual budgeting process and the Village may change or eliminate the Program and may change the Rules implementing the Program at that time. Also, funding levels may be changed and/or the Program eliminated based on the Village's periodic review of the Program.

I | The overall project must be substantially consistent with the project proposed to the Village Board in accordance with the request for grant funds, including size, scope, finishes, number of fixtures, etc. Deviation from the approved plans may result in the loss of eligibility for grant funds if prior acceptance of changes is not received in writing from the Community Development Director. The Director must review the changes, but is not obligated to accept said changes. In the instances where there is disagreement on eligibility of grant funds, the Village Board will make the determination at the next available regularly scheduled Village Board meeting.

J | Landscape Projects must have a maintenance plan.

IV. ELIGIBLE COSTS FOR SIGN REPLACEMENT PROJECTS:

Eligible costs shall include demolition, labor, materials and equipment needed for the replacement of existing nonconforming sign(s) subject to amortization with new sign(s) which conform with the new Sign Ordinance.

V. ELIGIBLE COSTS FOR FAÇADE AND EXTERIOR APPEARANCE PROJECTS:

Eligible costs shall include structural demolition, labor, materials and equipment needed for the construction and installation of improvement(s) to the building façade and exterior appearance of existing buildings and sites which improvement(s) are visible from the public right-of-way of the subject property.

VI. ELIGIBLE COSTS FOR INTERIOR IMPROVEMENT PROJECTS:

Eligible costs shall include labor, materials and equipment needed for the construction and installation of improvements to the interior of a building, such as mechanical, electrical, plumbing, kitchen hood and duct systems, relocation of new wiring and infrastructure, structural demolition, and ADA accessibility enhancements. **Reimbursed items must stay with building or property upon sale or if business vacates property (where applicable).**

VII. INELIGIBLE COSTS FOR ALL PROJECTS:

The following costs shall be ineligible for reimbursement:

- Interior Fixtures
- Exterior Fixtures that are not upgrades
- Replacing windows and doors as they currently exist
- Floor Coverings
- Furniture/Decor
- Property Acquisition
- Working Capital
- Routine Maintenance and Repairs
- Painting
- Permit Costs
- Legal Fees
- Architectural Fees
- Consultant Fees
- Other Substantially Similar Costs or Fees

VIII. APPLICATION REQUIREMENTS:

The Applicant must submit a complete and signed Grant Application (on the form provided by the Village). The following documentation must be submitted with the Application for consideration:

A | Photos of the sign(s) to be replaced or area to be improved. At least one photo must be taken from the public right-of-way with respect to Exterior Improvements and sign replacement. All photos must be of good quality. A minimum of three photos is required to meet this requirement.

B | A schematic drawing with enough detail to depict the proposed new sign(s) or improvement(s). This can include images of products/materials to be purchased from vendors.

C | Two (2) signed construction and/or vendor contract(s)/estimates with detailed costs for each proposed new sign(s) or improvement(s). If the proposed new sign(s) or improvement(s) are to be constructed or installed by the Applicant (i.e. without a third-party contractor), a detailed list of the costs and an explanation of how those costs were determined must be submitted.

D | Proof of ownership of the subject property or business. Possible forms of proof of ownership include copies of deeds, title insurance policies, real estate tax bills, IRS documents and Taxpayer Identification Numbers. If the business is already registered with the Village, proof of business registration will suffice.

E | A short, written description of the proposed new sign(s) or improvement(s) is to be stated on the Application Form.

F | A written description of the business' background.

G | Applicants in the process of starting a new business must submit their business license application prior to or with the Application.

H | If the Applicant is a tenant and not the owner of the subject property, **the property owner must sign** the written consent to the proposed new sign(s) or improvement(s) on the Application Form.

Failure to fully complete the Application Form or submit all required documentation will result in a delay or denial of the Application. If any part of the Application requirements is unclear, please feel free to call Community Development at (847) 949-3282.

IX. APPLICATION PROCESS:

Approval of the Application by the Village Board is required prior to the start of any improvement(s) eligible for a grant under the Program. If any permits are required for the construction or installation of the proposed new sign(s) or improvement(s), they must be secured in conjunction with the Application for grant funds and the permit cannot be issued prior to the grant fund approval by the Village Board. The general process is outlined below:

- A |** Contact Community Development for additional Program information and to determine project eligibility.
- B |** Submit the Application with all required information and documents listed in the previous section by mailing or dropping the Application off at Customer Service in the Village Hall.
- C |** Community Development will review the Application and make a recommendation to the Village Board to approve or deny the Application. The Village Board has the final decision.
- D |** If necessary, Community Development may contact the Applicant for clarification with respect to information contained in the Application and/or additional documents. Until all requirements are met, the application will not be considered complete.
- E |** The Applicant will be notified by preferred contact method (phone/email) of the decision by the Village Board.

X. ISSUANCE OF REIMBURSEMENT:

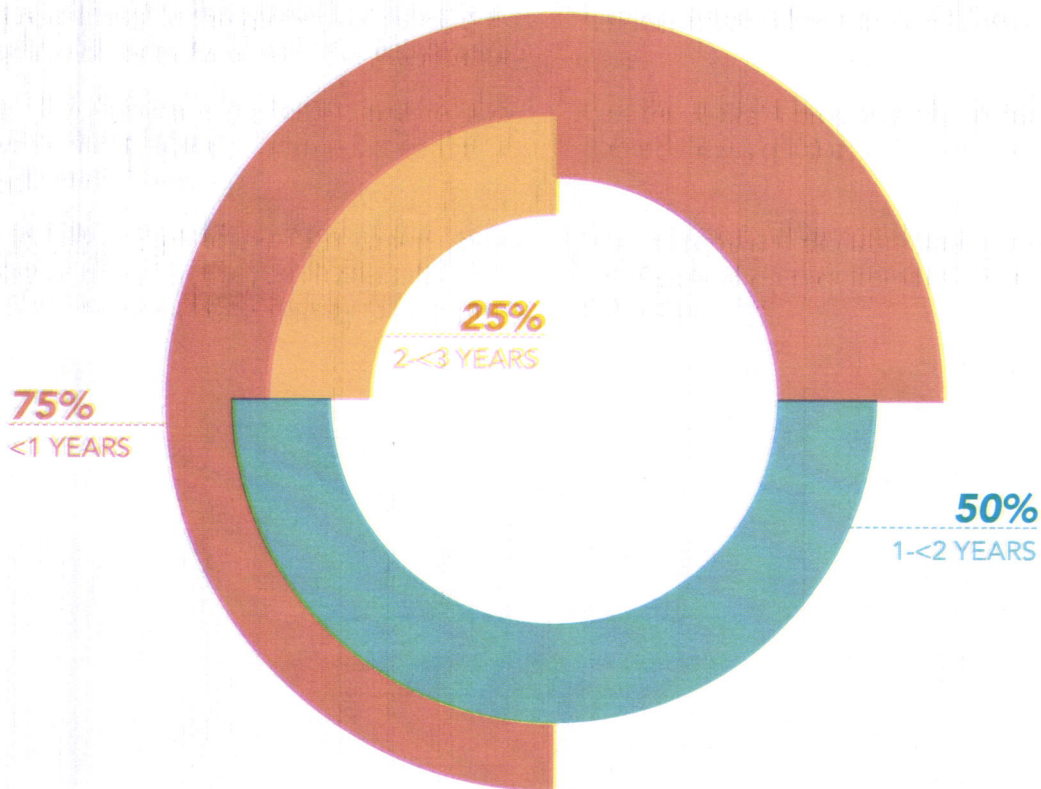
Grants from the Village will only be paid upon completion of the proposed improvement(s) and submission and approval of the Grant Payment Request Form, Agreement and Affidavit (on the Form provided by the Village) and all documentation required therewith. The Village will inspect the completed project to ensure that it has complied with all requirements of the Program, the Rules implementing the Program and all other applicable Village ordinances, codes, rules and regulations. Applicants must submit copies of lien waivers, paid invoices, receipts, cancelled checks and credit card statements as proof of payment. Please see the Grant Request for Payment Form, Agreement and Affidavit for specific requirements. Final reimbursement will be made upon final inspection, issuance of a Certificate of Occupancy (if applicable), and business opening (if applicable).

The BIG Program is a reimbursement program. The Village of Mundelein grants the reimbursement of certain costs incurred by a business owner or property owner to enhance properties within the Village. All work must be paid for ahead of time and proof of payment provided as described herein. After inspections and review of payment documents, funds will be formally remitted back to the applicant through the Village bill pay process. Loans may be available to applicants through local financial institutions. For a list of interested banks and credit unions, please contact Community Development.

XI. PAYBACK PROVISION:

If the business closes or moves out of the Village of Mundelein within three (3) years after the Village issues a check for the reimbursement amount, the Applicant shall repay the Village an amount equal to the percentage shown in the following schedule within ninety (90) days following the date on which the business closed or moved out of the Village. The Village may under certain circumstances waive the application of the **Payback Provision**.

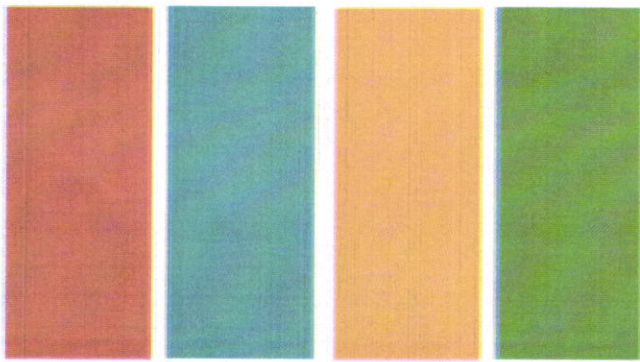
In the event that the Applicant is a tenant, the Owner of the Subject Property shall be jointly and severally liable with the tenant for the above **Payback Provision**.



BIG FUNDS PAYBACK TERMS

A percentage of the BIG funds must be repaid to the Village of Mundelein if the business closes or moves out of the Village within four years.

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BUSINESS INCENTIVE GRANT (BIG) PROGRAM & APPLICATION

I. APPLICANT'S BACKGROUND INFORMATION

Name: Marina Drakovich Home Phone: _____

Home Address: 807 Beechwood Rd Cell Phone: 847.208.0556

City: Buffalo Grove State: IL Zip Code: 60089 Email: dmprosale@gmail.com

Business Name: Revel Taste LLC Business Phone: 847.208.0556

Business Address: 1355 Armour Blvd Business Email: dmprosale@gmail.com

☐ Business License # or ☒ Tax ID: 99-1173207 (Please indicate which one)

Applicant is: ☒ Owner ☒ Tenant

Preferred Contact: (Please check one)

☐ Home Phone ☒ Home Cell ☐ Home Email ☒ Business Phone ☒ Business Email

How many jobs will be created? from 5 to 20 Retained? _____

How did you hear about the program? ☐ Economic Development Commission ☐ Newsletter
☐ Newspaper ☐ Staff ☒ Other

II. DESCRIPTION OF PROPOSED NEW SIGN(S) OR IMPROVEMENT(S)

Plumbing renovation: 9 Linear drains, 3 tankless water heaters, 6 new hand sinks

Electricity renovation: Electrical panel 208-230V/200Amp (3 phase)

III. ITEMIZED ACTIVITY DESCRIPTION Eligible Costs

PROJECTED COST

Plumbing renovation

\$84000.00

Electricity renovation

\$54000.00

IV. TOTAL ELIGIBLE COSTS:

\$ 138000.00

TOTAL OVERALL PROJECT COSTS:

\$ 360000.00

APPLICANT'S AGREEMENT

By signing below, the Applicant acknowledges that he has received and read the Program Description and Requirements and has received and read the Rules Implementing the Program.

The Applicant states that the information contained in this Application is true, correct and complete and agrees to comply with all Village requirements applicable to the Program and the Rules Implementing the Program. The Applicant agrees that in the event of his breach of any condition or provision of the Program or the Rules Implementing the Program or, if any of the information submitted to the Village by the Applicant is found to be false, the Village has the right to terminate the Applicant's participation in the Program.

The Applicant further understands that, after the proposed new sign(s) or improvement(s) have been completed, he must submit a Grant Payment Request Form, Agreement and Affidavit, (on the Form provided by the Village) and detailed cost documentation such as copies of lien waivers, paid invoices, receipts, cancelled checks and credit card statements, in order to receive payment.

The Applicant authorizes the Village to use his name, likeness, photos and/or information about the Project for promotional purposes.

05/15/24 

Date

Applicant Signature

CONSENT FROM PROPERTY OWNER (REQUIRED IF APPLICANT IS A TENANT)

By signing below, the Owner of the subject property authorizes the Applicant to complete the proposed new sign(s) or improvement(s) described in this Grant Application. The Owner also acknowledges that he is jointly and severally liable with the Applicant (tenant) on the Payback Obligation as described in the Program Description and Requirements.

5/13/2024

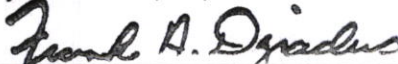
Date

Frank A. Dziadus

Property Owner Name (Print)

847-362-2211

Phone



Property Owner Signature

OFFICE USE ONLY	
	Date of Submission
	Projected Amount of Reimbursement

GRANT PAYMENT REQUEST FORM, AGREEMENT AND AFFIDAVIT FOR COMMERCIAL BUILDING IMPROVEMENTS AND COMMERCIAL SIGN REPLACEMENTS UNDER THE MUNDELEIN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

I. APPLICANT'S SUBMITTAL FOR PAYMENT

Name of Applicant: Revel Taste LLC

Street Address of Subject Property: 1355 Armour Blvd., Mudelein, IL 60060

Eligible Costs for Completed New Sign(s) or Improvement(s): \$ 138000.00

Payment Amount Requested: \$ _____

Attached hereto and submitted herewith are copies of the following documentation:

- Copies of paid invoices from contractors and receipts for labor, materials and equipment purchased
- Proof of payment
- Three photos of the completed new sign(s) or improvement(s)
- Lien waivers

This form and all required information and documentation must be delivered to Community Development at the Village Hall after the new sign(s) or improvement(s) have been completed.

II. APPLICANT'S REPRESENTATIONS, WARRANTIES AND AGREEMENT

For and in consideration of receiving payment of the amount requested above, the undersigned represents and warrants and agrees to the following:

A | I, the undersigned represent and warrant that the new sign(s) or improvement(s) have been completed and are in compliance with the requirements of the Program and the Rules implementing the Program and are in compliance with all other applicable Village ordinances, codes, rules and regulations.

B | I, the undersigned also represent and warrant that the eligible costs expended by the Applicant in completing the new sign(s) or improvement(s) are in the amount stated above and that the Applicant has not received funds to complete the new sign(s) or improvement(s) from any other public agency or program.

C | I, the undersigned further represent and warrant that the copies of lien waivers, paid invoices, receipts, cancelled checks and credit card statements submitted herewith represent the actual cost of labor, materials and equipment used in constructing and installing the new sign(s) or improvement(s).

D | I, the undersigned agree that the requested payment amount stated above accurately states the full amount to which the undersigned is entitled under the Program and, upon the receipt thereof, the undersigned agrees to release the Village of Mundelein and its officials, employees and agents from any further claims and/or liabilities with respect thereto and agrees to indemnify and hold the Village harmless from any claims by third parties regarding the project.

E I, the undersigned further agree that, if the business located on the subject property closes or moves out of the Village of Mundelein within three (3) years after the date on which the Village issues its check for the payment amount, the undersigned shall repay the Village an amount equal to the percentage provided in the Program Payback Provision within ninety (90) days following the date on which said business closed or moved out of the Village. (If the Applicant is a tenant, the Owner of the Property must also agree to be jointly and severally liable for the Payback Obligation.

Applicant's Name: Marina Drakovich

Applicant's Signature: *Marina Drakovich* (PRINT)

Date of Signing: 05/15, 2024.

The undersigned Property Owner agrees to be jointly and severally liable with the tenant for the above Payback Obligation.

Property Owner's Name: Frank A. Dziadosz

Property Owner's Signature: *Frank A. Dziadosz* (PRINT)

Date of Signing: May 13, 2024.

III. APPLICANT'S AFFIDAVIT

The undersigned, being first duly sworn under oath, states that the above information and the copies of paid invoices, receipts, cancelled checks and credit card statements submitted herewith are true, correct and complete to best of the undersigned's knowledge.

Marina Drakovich

(APPLICANT'S SIGNATURE)

Subscribed and Sworn to before me this 15th day of May, 2025.

Notary Public: *Wendy L. Whitaker*
(NOTARY SIGNATURE)

My Commission Expires: 10-27-2024



REVISED 2018

To: Mayor and Board of Trustees

From: Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of July 8, 2024

Subject: AREA - Multifamily Residential by Flaherty & Collins (275-301 Plaza Circle)

Financial Impact:

N/A

Attachments:

1. 6.19.24 - PZC Minutes
2. Findings of Fact - FLCO Multi-Family
3. Flaherty & Collins Multi-Family - PZC Application

Background:

The Village of Mundelein owns a collective of four properties known as part of the Village Hall Subdivision, a five-parcel subdivision surrounding a circular one-way street and an unimproved public plaza. The properties were acquired by the Village in 2012 to fulfill goals outlined in the Transit Oriented Development Plan (2004). Also in 2012, the Village adopted a Master Redevelopment Implementation Plan to further elaborate on the TOD Plan, and a TIF district to incentivize investment was established shortly thereafter. In 2014, the Village entered into a public-private partnership with Weston Solutions to construct the first building in the subdivision, which housed the Village Hall and Weston Solutions offices.

In recent years, the Village has worked with a number of interested developers to find the best fit for the Village Hall Subdivision sites, evaluating the overall project viability, architectural concepts, cohesion with the TOD Plan, and amount and structure of public assistance needed to make projects feasible. In October 2022, the Village entered into a Development Agreement with Synergy for the construction of Lot 3 (south of the Village Hall) and a portion of the Metra parking lot for a project called Station 250, a 165-unit multi-family building. Three remaining sites are left undeveloped (Lots 2, 4, and 5) and the plaza

Figure 1: Plaza Circle Subdivision

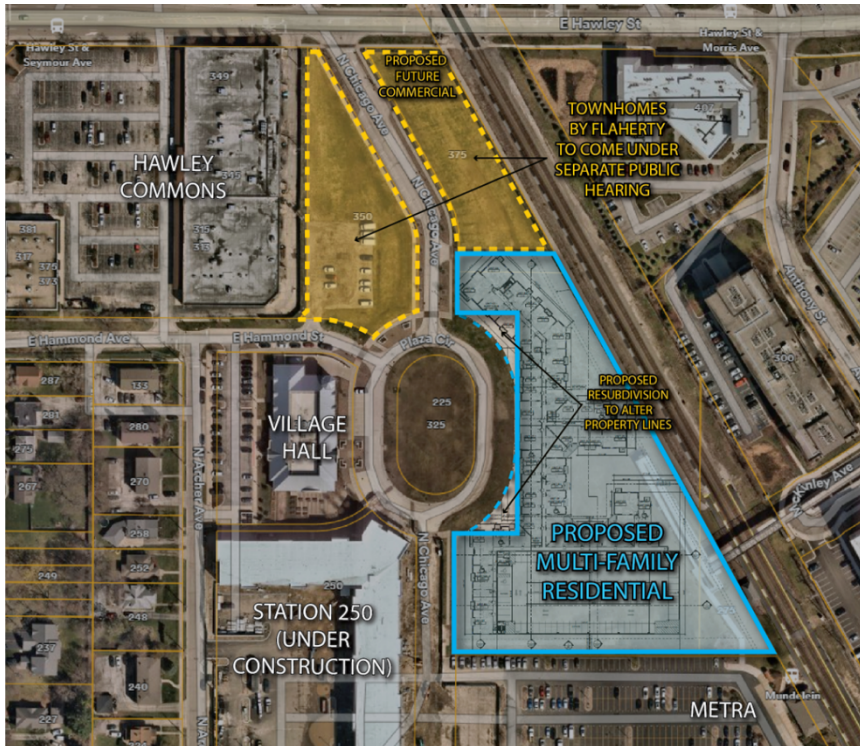


The three remaining undeveloped building sites are the subject of a proposed development by Flaherty & Collins, a Midwest multi-family developer headquartered in Indianapolis, Indiana. Flaherty & Collins proposes to develop a market-rate apartment building on the project site, as well as a mix of other residential and commercial uses. **They have proposed to title the project "AREA"**. The project is the subject of a Redevelopment Agreement considered and approved by the Village Board, approved May 22, 2023, and recorded with Lake County as Document No. 7979449. The RDA anticipated the necessity for the Developer to seek zoning approvals under Section 3.C.3 Project Approvals. The Village Board approved the RDA with conceptual site layout and architecture for the multi-family structure; however, there was not enough detail at that time to determine if variations would be necessary. Since the approval of the RDA, the Developer has submitted documents for review. The part of the project for construction is anticipated as the apartment building. In order to continue progress for this project, there will be several public meetings/hearings to cover the necessary entitlements.

- **Subject of this Petition:** Multi-family residential (5 stories and approximately 200 units) with Garage Parking
- NOTE: Plat of Subdivision will be brought to a future meeting.
- **Future Public Hearing:** Townhouses (2 and 3 stories and approximately 15-20 dwelling units, require a Special Use Permit in C-5-VC)

- **Future Phase (Unknown if Public Hearing Will Be Required):** Retail (Freestanding building on Lot 4 - at the corner of Hawley Street and Chicago Avenue)

Figure 2: Proposed Land Uses



Project Details

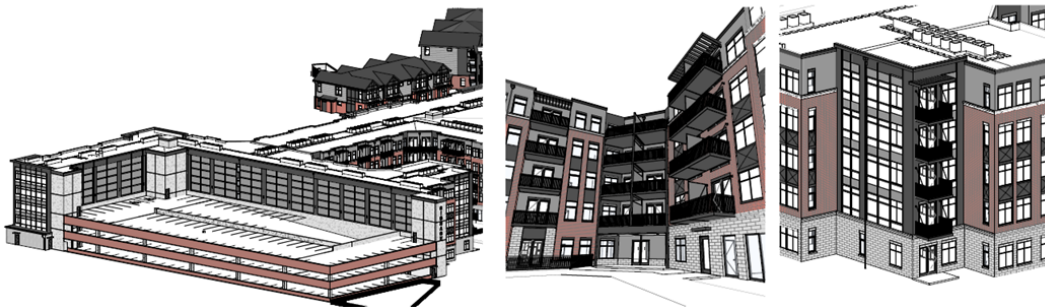
Flaherty & Collins proposes a multifamily building on Lot 5 with 225 units. Other features of the plan include:

- **Units:** 225 units proposed (no density requirements)
- **Parking:** 285 provided, 225 required (1 per unit).
- **Bicycle parking:** 29 provided, 25 required (1 for every 10 units).
- **Parks and Open Space:** Developer agrees to make a \$300,000 contribution to the Village towards the design and construction of the Village Circle Improvements. The contribution is payable in two installments and by certain deadlines established in the agreement. The Village agrees to complete the Village Circle Improvements no later than August 1, 2028.
- **Amenities:** Pool, outdoor lounge areas, clubroom, fitness room, parcel room, dog area, dog “spa”, and indoor bicycle storage.
- **Architecture:** Architectural renderings are below. When discussing architecture, the Village advised the developer that it was important to accentuate the main entryway of the apartment complex, which was done and also given a two-story appearance. Articulation is used to break up the massing of the building. Additionally, the first floor is intended to have a taller appearance than the upper floors. Having a defined base, middle, and top of the building adheres to the Village’s design guidelines. Staff would emphasize the importance of

the character and balance of the building aesthetic over strict adherence to the Zoning Ordinance for design requirements.

- Materials:
 - Brick
 - Stone
 - Accent fiber cement panel
 - Accent metal panels

Figure 3: Architectural Renderings



Requests

The Petitioner is requesting six variations with regards to the multi-family building's architecture, accessory structures, and setbacks:

1. **Section 20.36.040(C) – Upper Story Setback on Public ROW Elevation in the C-5-VC District** – Minimum 3' upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.
2. **Section 20.36.050(A)(2)(a) – Flat Roofs** – Cornices and parapets shall be used to add variety and break up the roofline. Rooflines shall be modulated at maximum every 75' through the use of varied roof heights. There are two sections on the west façade, two sections on the east façade, and a large section on the south façade that exceed 75' that have one roof height.
3. **Section 20.36.050(B)(3) – Blank, windowless walls are prohibited**. The south elevation contains a couple large, featureless walls above the parking garage.
4. **Section 20.36.050(5) – Trim** – All inside and outside corners and all sides of windows and doors must contain window trim wraps of not less than 3 1/2" unless the building is constructed of full masonry stone or stucco.
5. **Section 20.36.050(C)(1)(a) – Building Articulation** – It does not appear that the south and east elevations meet the articulation requirements on the south end of the building. All facades require articulation of no less than 12" in depth and 36" in width. Walls less than 25' in width are required one area of articulation. Walls between 25'-75' in width are required two significant areas of articulation. Walls over 75' are required one articulation of significance for every 25' in building width at regular intervals.
6. **Section 20.36.080 – Accessory Structure Standards** – Gazebos and pergolas are limited to 144 square feet and 15' in height.

Comprehensive Plan

The Village adopted the Downtown Master Redevelopment Implementation Plan in 2012, which addressed the Village Hall Subdivision. The focus of this area was a dense, multi-story development. Preference at the time was for residential over retail, office, and entertainment uses. Subsequent analysis pivoted the focus from retail due to the low traffic counts and visibility, focusing on the density of residential areas to support public transit use, existing businesses, and business attractions. Post COVID-19 pandemic, the office market is extremely weak. This area in the 2017 Downtown North Implementation Plan and 2021 Comprehensive Plan is seen as a good area for larger residential developments that require more bulk and area, where other areas north of Hawley Street may see more integrated smaller adaptive reuse.

Lake County Partners commissioned a housing study, released in October 2023. This advised that there is a housing shortage in the region. As businesses look to locate, this is a deterrent as finding workers or housing for workers is problematic. Mundelein was noted as one of the few communities that is open to increased density.

Planning & Zoning Commission

The Planning and Zoning Commission conducted a public hearing on June 19, 2024 to consider the requests. At the conclusion of the hearing, the Planning and Zoning Commission recommended **approval** of all requests by a vote of 4-0, with the following language and conditions:

1. Motion to recommend **approval** of a variation from Section 20.36.040(C) granting relief in the **upper story setback requirements** for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented, with the following condition:
 - a. **CONDITION:** A sidewalk must be installed along the south property line that connects Chicago Avenue to the Metra Station, the location and design of which is subject to Staff review and approval.
2. Motion to recommend **approval** of a variation from Section 20.36.040(C) granting relief in **the varied roof height requirements** for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
3. Motion to recommend **approval** of a variation from Section 20.36.050(B)(3) to allow two **windowless walls above the parking garage** for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
 - a. **CONDITION:** The applicant must bring potential designs to enhance the blank vertical uprights above the parking garage (stairwell and elevator columns) back to the Planning and Zoning Commission for consideration at a public meeting prior to the issuance of a building permit.
4. Motion to recommend **approval** of a variation from Section 20.36.050(5) granting relief from the **window and door trim width requirement** for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
5. Motion to recommend **approval** of a variation from Section 20.36.050(C)(1)(a) granting relief from the **building articulation requirements** on and above the parking garage for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
6. Motion to recommend **approval** of a variation from Section 20.36.080 granting relief from the maximum **accessory structure size** and height for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

Recommendation:

Motion to Authorize staff to draft an ordinance approving certain variations with conditions as outlined in the staff report for the proposed multifamily residential building at 275-301 Plaza Circle (Flaherty & Collins).

CALL TO ORDER

The Regular Meeting of the Planning and Zoning Commission of the Village of Mundelein was held on June 19, 2024, at 300 Plaza Circle, Mundelein. Commissioner Kerry Geresche called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Commissioner Geresche led the Pledge of Allegiance

ATTENDANCE

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

Commission Attendance

PRESENT: K. Anderson, K. Garesche, S. Petti, S. Schneckloth

ABSENT: J. Holden, T. Roswick, K. Teehan

Village Attendance

A. Orenchuk, Director of Community Development, C. Malec, Senior Planner, J. Marvin, Associate Planner, and E. Swanson, Recording Secretary

MINUTES APPROVAL

Approve the Planning and Zoning Commission Regular meeting minutes from April 3, 2024.

Motion to Approve the Planning and Zoning Commission Meeting minutes of April 3, 2024.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

PUBLIC COMMENTARY

No Public Commentary

OLD BUSINESS

No Old Business

NEW BUSINESS

PUBLIC HEARING - PZC-05-2024 - 739 West Maple Avenue - Variation

Open Public Hearing

Motion to Open Public Hearing PZC-05-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

J. Marvin reviewed the attached PowerPoint and gave a detailed history of the property. The petitioner is requesting Approval of a Variation to permit his property to exceed the maximum impervious surface coverage to allow him to install a new pool to replace one that had previously been installed and dismantled. J. Marvin detailed a piece of the front end of the parcel that was taken for the future widening of Maple Avenue that reduces the overall lot size as well as comparing impervious lot coverage to other neighboring lots.

Petitioner(s) Sworn In

Brent Zimmerman of 739 W Maple Avenue was sworn in. Mr. Zimmerman gave a history of the property and answered questions from the Commission in regard to fencing in the yard and possible stormwater on the property.

Open the Floor to Public Commentary

Commissioner Garesche opened the floor to public commentary. There were no public comments.

Close the Floor to Public Commentary

Commissioner Garesche closed the floor to public commentary.

Commission Discussion

Recommendation

Motion to recommend Approval of a variation to Table 20.28-2 of Section 20.28.030 granting relief in the maximum impervious surface coverage to accommodate up to an 18’ diameter above-ground pool at 739 West Maple Avenue, Mundelein, IL 60060.

- 1. Recommended Condition: This impervious surface coverage relief only applies to the proposed above-ground pool. If the proposed pool is removed, the square footage gained from the pool can only be used for replacement pools and cannot be used elsewhere on the lot.

The Commission discussed the need for maximum impervious coverage for stormwater drainage to reduce the strain on the sewer system. Questions were raised about the piece of property that was dedicated to the widening of Maple Avenue being a non-buildable piece. It was decided that this still would have previously been included in the calculation as it still offsets stormwater drainage despite being an unbuildable part of the property.

Motion to recommend Approval of a variation to Table 20.28-2 of Section 20.28.030 granting relief in the maximum impervious surface coverage to accommodate up to an 18’ diameter above-ground pool at 739 West Maple Avenue, Mundelein, IL 60060 with the condition that this impervious surface coverage relief only applies to the proposed above-ground pool. If the proposed pool is removed, the square footage gained from the pool can only be used for replacement pools and cannot be used elsewhere on the lot.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Close Public Hearing

Motion to Close Public Hearing PZC-05-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

PUBLIC HEARING - PZC-06-2024 - Flaherty & Collins – Multi-Family Residential (275-

301 Plaza Circle)

Open Public Hearing

Motion to Open Public Hearing PZC-06-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

C. Malec reviewed the attached PowerPoint and gave a detailed history of the project. She also presented the different proposed architectural elements of the project as well as the reasons for staff support of the separate variation requests. C. Malec also reviewed the recommended staff condition to allow a sidewalk to be proposed connecting Chicago Avenue with the Metra station and another recommended staff condition to have the plat of survey approved and recorded before any building permits are issued.

Commissioners brought up questions to C. Malec about whether the building would be for general occupancy, or if it will be for seniors, as well as questions about if the parking garage proposed will be for sole use of the residents or if it will be open to the public. C. Malec confirmed that the building would be general occupancy, and deferred the parking garage question to the petitioner to answer.

Petitioner(s) Sworn In

Zack Henley of Flaherty and Collins, Craig Pryde of KTGy, and Demitrios Stavrianos of KTGy were all sworn in.

Mr. Henley addressed prior questions about the parking garage and stated that it would be meant for the sole use of residents of the building. There is no current access control in place, but there are plans for future control measures if there is an issue with members of the public using the parking garage. Mr. Henley reviewed the attached PowerPoint and discussed the Flaherty and Collins company background. Mr. Pryde provided a background on the design team for the project.

Mr. Henley proceeded to review the floorplan of the multifamily housing project and unique aspects of the plan. Some of the features of the building will include a large lobby, an outdoor courtyard, a fitness center that looks out onto a pool deck, a dog spa

and a dog park.

Mr. Pryde gave an overview of the variations being requested. Some of the challenges with multifamily design are stacking units structurally along a right of way, along with the natural curvature of the parcel, creating a unique design challenge for the project.

Questions were raised by the commission on rooftop mechanicals and how those would be screened from view. Mr. Pryde detailed the exterior wall providing the screening needed to conceal mechanicals from anyone viewing the building from within the plaza.

Mr. Pryde described building element choices due to wanting to reduce the number of residences that would be affected by the train tracks on the east side of the building. Also discussed the challenges of the current building code.

Commissioners had questions on the material and overall height of the grid wall proposed against the parking garage. The fiber cement grid will be roughly 2.5 stories high.

Mr. Pryde addressed the accessory structures and the multiple pergolas planned to meet the needs of many residents.

Mr. Henley addressed some questions about a possible mural on the blank wall of the parking garage as an alternative to the grid proposed. Mr. Henley also discussed possibly adding additional lighting features in lieu of a mural.

Open the Floor to Public Commentary

Commissioner Garesche opened the floor to public commentary. There were no public comments.

Close the Floor to Public Commentary

Commissioner Garesche closed the floor to public comment.

Commission Discussion

The commission discussed the proposed mural along the blank wall of the parking garage. It was noted that it is difficult to mandate a mural without having a clear idea of what the mural will be. It was discussed that this would be the largest mural to date in the Village of Mundelein and at this point it should be optional as to not create a stall the project. It was discussed that the fiber cement grid is already either pre-finished or painted as is.

The lighting feature options were discussed as an alternative to a mural as well as

added architectural features. Enhancing the uprights with lighting and architecture was discussed as preferable to a mural or a flat grid wall.

Recommendation

Motion to recommend Approval of a variation to Section 20.36.040(C) regarding Upper Story Setback on Public ROW Elevation in the C-5-VC District

Motion to recommend Approval of a variation from Section 20.36.040(C) granting relief in the upper story setback requirements for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented with the condition of adding a sidewalk along the south property line to connect Chicago Avenue to the Metra Station, subject to staff approval.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Steven Petti
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(A)(2)(a) regarding the requirements for breaking up flat roofs.

Motion to recommend Approval of a variation from Section 20.36.040(C) granting relief in the varied roof height requirements for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Steven Petti
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(B)(3) prohibiting blank, windowless walls (if evidence is presented that staff comments and any potential PZC comments are addressed).

Motion to recommend Approval of a variation from Section 20.36.050(B)(3) to allow two windowless walls above the parking garage for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth

SECONDER: Commissioner Steven Petti
AYES: Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS: None
ABSTAIN: None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(5) relating to trim requirements.

Motion to recommend Approval of a variation from Section 20.36.050(5) granting relief from the window and door trim width requirement for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT: Passed [Yes 4, No 0, Abstained 0]
MOVER: Commissioner Sophia Schneckloth
SECONDER: Commissioner Kevin Anderson
AYES: Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS: None
ABSTAIN: None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.050(C)(1)(a) regarding building articulation (if evidence is presented that staff comments and any potential PZC comments are addressed).

Motion to recommend Approval of a variation from Section 20.36.050(C)(1)(a) granting relief from the building articulation requirements on and above the parking garage for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT: Passed [Yes 4, No 0, Abstained 0]
MOVER: Commissioner Sophia Schneckloth
SECONDER: Commissioner Steven Petti
AYES: Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS: None
ABSTAIN: None

Recommendation

Motion to recommend Approval of a variation to Section 20.36.080 regarding accessory structure standards, particularly size limitations as it relates to larger, multi-family structures.Possible conditions:

- Extend sidewalk along south property line to run along length of Metra lot
- Apply for special use for mural before building permit is issued?
- Require recording of the plat before building permit is issued or within a certain

timeframe of the permit issuance

Motion to recommend Approval of a variation from Section 20.36.080 granting relief from the maximum accessory structure size and height for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

Close Public Hearing

Motion to Close Public Hearing PZC-06-2024

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth
SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

PZC-16-2023 - 550 North Midlothian Road - Plat of Subdivision

Motion to recommend Approval of the Plat of Subdivision of Sunshine Management North Part "A".

J. Marvin gave a brief overview on the case. Proposing a subdivision of lot for a possible future sale or redevelopment.

COMMISSION DISCUSSION

Questions on if subdivided lot will be turned into parking or if there were any current plans of redevelopment. There were not plans at this point in time.

Motion to recommend Approval of the Plat of Subdivision of Sunshine Management North Part "A".

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Sophia Schneckloth

SECONDER:	Commissioner Kevin Anderson
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

QUESTIONS AND COMMENTS

No questions or comments.

ADJOURNMENT

Motion to Adjourn the Planning & Zoning Commission Meeting of June 19, 2024.

RESULT:	Passed [Yes 4, No 0, Abstained 0]
MOVER:	Commissioner Kevin Anderson
SECONDER:	Commissioner Steven Petti
AYES:	Kevin Anderson, Kerry Garesche, Steven Petti, Sophia Schneckloth
NAYS:	None
ABSTAIN:	None

The Regular Meeting of the Planning & Zoning Commission adjourned at 8:51 PM.

FINDINGS OF FACT – VARIATION (1) – UPPER STORY SETBACK

CASE NUMBER	PZC-06-2024
PUBLIC HEARING DATE	June 19, 2024
MOTION	Motion by S. Schneckloth, second by S. Petti to recommend approval of a variation from Section 20.36.040(C) granting relief in the upper story setback requirements for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
On June 19, 2024, the Planning and Zoning Commission voted 4-0 to recommend approval of the aforementioned motion, with a condition.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
<i>DRAFT APPROVAL</i>	The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because the Zoning Ordinance cannot anticipate every architectural style that may be presented, making conflicts with the specific requirements of the code a likely occurrence. The Petitioner proposes a building with high-quality design and has worked closely with the Village Board and Staff to develop an architectural design that fits the Village's vision for the Village Hall Subdivision.
2. The plight of the owner is due to unique circumstances;	
<i>DRAFT APPROVAL</i>	The plight of the petitioner is due to unique circumstances because the architecture achieves a similar effect through building articulation and visual segmentation (upper, middle, lower) through the use of materials and varied floor height.
3. The variation, if granted, will not alter the essential character of the locality;	
<i>DRAFT APPROVAL</i>	The variation will not alter the essential character of the locality because the number of stories only triggers this regulation by a one-story margin, as it is a five-story building. The requirement would simply force the top-most story to be setback, which will have minor impacts on the feeling the building creates at the street level.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
<i>DRAFT APPROVAL</i>	The Commission finds that the particular physical surroundings, shape, or topographical conditions of the property do not present a particular hardship.
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
<i>DRAFT APPROVAL</i>	The Commission finds that the Petitioner has not created this hardship because the Village created their own Zoning Ordinance requirements, which cannot anticipate every architectural style that may be presented.
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
<i>DRAFT APPROVAL</i>	The Commission finds that the variation would not be detrimental to the public welfare in the neighborhood that the property is located within, as the Petitioner has presented a high-quality building design that mitigates any drawbacks caused by lack of upper story setback.
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	

DRAFT APPROVAL	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, which were written to encourage better building design within the Village Center.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
DRAFT APPROVAL	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – VARIATION (2) – FLAT ROOFS

CASE NUMBER	PZC-06-2024
PUBLIC HEARING DATE	June 19, 2024
MOTION	Motion by S. Petti, second by K. Anderson to recommend approval of a variation from Section 20.36.040(C) granting relief in the varied roof height requirements for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
On June 19, 2024, the Planning and Zoning Commission voted 4-0 to recommend approval of the aforementioned motion.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
DRAFT APPROVAL	The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because the Zoning Ordinance cannot anticipate every architectural style that may be presented, making conflicts with the specific requirements of the code a likely occurrence. The Petitioner proposes a building with high-quality design and has worked closely with the Village Board and Staff to develop an architectural design that fits the Village’s vision for the Village Hall Subdivision. The significant size of the building also presents a particular hardship when it comes to incorporating frequent roofline height variations.
2. The plight of the owner is due to unique circumstances;	
DRAFT APPROVAL	The plight of the petitioner is due to unique circumstances because the architecture achieves a similar effect through architectural details near the top of the building, changes in building materials, and building articulation that creates the illusion of varied height from the ground level.
3. The variation, if granted, will not alter the essential character of the locality;	
DRAFT APPROVAL	The variation will not alter the essential character of the locality because the effect of the longer stretches without roofline variation are mitigated by building articulation. The areas that are less mitigated are on the rear and south elevations above the parking garage, and are less visible to the public.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
DRAFT APPROVAL	The Commission finds that the particular physical surroundings, shape, or topographical conditions of the property do not present a particular hardship.
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
DRAFT APPROVAL	The Commission finds that the Petitioner has not created this hardship because the Village created their own Zoning Ordinance requirements, which cannot anticipate every architectural style that may be presented.
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	

<i>DRAFT APPROVAL</i>	The Commission finds that the variation would not be detrimental to the public welfare in the neighborhood that the property is located within, as the Petitioner has presented a high-quality building design that mitigates any drawbacks caused by lack of varied roof height.
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, which were written to encourage better building design within the Village Center.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
<i>DRAFT APPROVAL</i>	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – VARIATION (3) – BLANK, WINDOWLESS WALLS

CASE NUMBER	PZC-06-2024
PUBLIC HEARING DATE	June 19, 2024
MOTION	Motion by S. Schneckloth, second by S. Petti to recommend approval of a variation from Section 20.36.050(B)(3) to allow two windowless walls above the parking garage for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented, with a condition.
On June 19, 2024, the Planning and Zoning Commission voted 4-0 to recommend approval of the aforementioned motion.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
<i>DRAFT APPROVAL</i>	The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because the Building Code restricts wall openings (windows, doors) along the vertical plane where the principal structure meets the parking garage.
2. The plight of the owner is due to unique circumstances;	
<i>DRAFT APPROVAL</i>	The plight of the petitioner is due to unique circumstances because the building utilizes a parking garage to stack resident parking spaces in lieu of a large surface parking lot, which meets the goals of Village plans for the Village Center area.
3. The variation, if granted, will not alter the essential character of the locality;	
<i>DRAFT APPROVAL</i>	The variation will not alter the essential character of the locality because the applicant proposes to install a mural on the two featureless walls in lieu of windows, which will enhance the view of the south and east elevations.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
<i>DRAFT APPROVAL</i>	The Commission finds that the particular physical surroundings, shape, or topographical conditions of the property do not present a particular hardship.

2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
<i>DRAFT APPROVAL</i>	The Commission finds that the Petitioner has not created this hardship because the Village created their own Zoning Ordinance requirements, which did not anticipate conflicts with attached parking garages.
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
<i>DRAFT APPROVAL</i>	The Commission finds that the variation would not be detrimental to the public welfare in the neighborhood that the property is located within, as the Petitioner has proposed to install a large mural on the two windowless walls that will enhance any views from that angle.
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, which encourage public art installations, especially in conjunction with new development.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
<i>DRAFT APPROVAL</i>	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – VARIATION (4) – TRIM

CASE NUMBER	PZC-06-2024
PUBLIC HEARING DATE	June 19, 2024
MOTION	Motion by S. Schneckloth, second by K. Anderson to recommend approval of a variation from Section 20.36.050(5) granting relief from the window and door trim width requirement for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
On June 19, 2024, the Planning and Zoning Commission voted 4-0 to recommend approval of the aforementioned motion.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
<i>DRAFT APPROVAL</i>	The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because the architectural style proposed by the developer, which is in line with the vision and goals of the Village, would not be well-suited for 3 ½” trim, and forcing it to be modified may compromise the aesthetic of the building.
2. The plight of the owner is due to unique circumstances;	
<i>DRAFT APPROVAL</i>	The plight of the petitioner is due to unique circumstances because the building otherwise achieves the intent of the code section, which is intended to encourage a certain standard of architecture quality in the Village Center.
3. The variation, if granted, will not alter the essential character of the locality;	
<i>DRAFT APPROVAL</i>	The variation will not alter the essential character of the locality because the lack of 3 ½” trim suits the architectural style of the building.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	

1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
<i>DRAFT APPROVAL</i>	The Commission finds that the particular physical surroundings, shape, or topographical conditions of the property do not present a particular hardship.
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
<i>DRAFT APPROVAL</i>	The Commission finds that the Petitioner has not created this hardship because the Village created their own Zoning Ordinance requirements, which do not anticipate every architectural style.
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
<i>DRAFT APPROVAL</i>	The Commission finds that the variation would not be detrimental to the public welfare in the neighborhood that the property is located within, as the Petitioner proposes an aesthetically appealing building.
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, which are designed to encourage a certain standard of architectural quality.
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
<i>DRAFT APPROVAL</i>	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – VARIATION (5) – BUILDING ARTICULATION

CASE NUMBER	PZC-06-2024
PUBLIC HEARING DATE	June 19, 2024
MOTION	Motion by S. Schneckloth, second by S. Petti to recommend approval of a variation from Section 20.36.050(C)(1)(a) granting relief from the building articulation requirements on and above the parking garage for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
On June 19, 2024, the Planning and Zoning Commission voted 4-0 to recommend approval of the aforementioned motion.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
4. The strict application of the terms of this Ordinance will result in undue hardship;	
<i>DRAFT APPROVAL</i>	The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because building code requirements create difficulty in introducing articulation in the parking garage, and may be cost prohibitive.
5. The plight of the owner is due to unique circumstances;	
<i>DRAFT APPROVAL</i>	The plight of the petitioner is due to unique circumstances because the areas lacking articulation are facing the rear, and the Petitioner is proposing to mitigate the lack of articulation with public art and lighting fixtures.
6. The variation, if granted, will not alter the essential character of the locality;	

DRAFT APPROVAL	The variation will not alter the essential character of the locality because the areas lacking articulation are facing the rear, and the Petitioner proposes a mural above the parking garage (as well as small murals and sconces on the exterior walls of the parking garage), which will enhance views of the area.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
7. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
DRAFT APPROVAL	The Commission finds that the particular physical surroundings, shape, or topographical conditions of the property do not present a particular hardship.
8. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
DRAFT APPROVAL	The Commission finds that the Petitioner has not created this hardship because the Zoning Ordinance does not adequately address parking garages that are attached to principal structures.
9. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
DRAFT APPROVAL	The Commission finds that the variation would not be detrimental to the public welfare in the neighborhood that the property is located within, as the Petitioner proposes to offset the lack of articulation with public art and lighting fixtures.
10. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
DRAFT APPROVAL	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
11. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
DRAFT APPROVAL	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, which are designed to ensure the building is attractive from all angles.
12. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
DRAFT APPROVAL	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

FINDINGS OF FACT – VARIATION (6) – ACCESSORY STRUCTURE SIZE

CASE NUMBER	PZC-06-2024
PUBLIC HEARING DATE	June 19, 2024
MOTION	Motion by S. Schneckloth, second by K. Anderson to recommend approval of a variation from Section 20.36.080 granting relief from the maximum accessory structure size and height for the proposed multifamily building at 275-301 Plaza Circle and to approve the Findings of Fact as presented.
On June 19, 2024, the Planning and Zoning Commission voted 4-0 to recommend approval of the aforementioned motion.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
7. The strict application of the terms of this Ordinance will result in undue hardship;	
DRAFT APPROVAL	The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because the Zoning Ordinance does not adequately address accessory structures suited for common area use by larger populations, like in a multifamily building. If the applicant were to install compliant

	gazebos and pergolas, they would be out of scale with the surrounding building and not be functional for the proposed use.
8. The plight of the owner is due to unique circumstances;	
<i>DRAFT APPROVAL</i>	The plight of the petitioner is due to unique circumstances because the proposed accessory structures are in a shared common area for a large multifamily building, and not on a single-family or two-family residential property, which have smaller lots and buildings.
9. The variation, if granted, will not alter the essential character of the locality;	
<i>DRAFT APPROVAL</i>	The variation will not alter the essential character of the locality because the proposed accessory structures are appropriate in relation to the size and scale of the surrounding multifamily building.
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
13. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
<i>DRAFT APPROVAL</i>	The Commission finds that the particular physical surroundings, shape, or topographical conditions of the property do not present a particular hardship.
14. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
<i>DRAFT APPROVAL</i>	The Commission finds that the Petitioner has not created this hardship because the Zoning Ordinance does not adequately address accessory structures for multifamily buildings.
15. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
<i>DRAFT APPROVAL</i>	The Commission finds that the variation would not be detrimental to the public welfare in the neighborhood that the property is located within, as the structures are appropriately sized in relation to the multifamily building.
16. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
<i>DRAFT APPROVAL</i>	The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.
17. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
<i>DRAFT APPROVAL</i>	The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, which encourage amenities and outdoor common areas.
18. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	
<i>DRAFT APPROVAL</i>	The value of the property in question will not be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

PROPERTY INFORMATION

Address__Plaza Circle_- address TBD_____
Property Index Numbers (PIN) _____
1130123001, 1130123002, 1130123003

Size of Property_____4.2_____ (sq. ft. /acres)

Size of Building Space ____324,400_____ (sq. ft.)

Size of Space Utilized_____

ZONING

Current Zoning _C5-VC

Proposed Zoning_C5-VC

Current Use__None

Proposed Use__Multi-family/ Townhomes

PETITIONER INFORMATION

Business/Org. Name__Flaherty & Collins Properties_

Name____Jullie Collier

Title____VP Development, Principal

Address____211 N Pennsylvania, Ave, Ste 3000

City, State, Zip__Indianapolis, IN 46204

Phone____317-819-2711

Email____jcollier@fco.com

Petitioner Status: ☐ Owner ☐ Lessee ☒ Contract Purchaser

PROPERTY OWNER INFORMATION

Business/Org. Name__Village of Mundelein

Name_____

Title_____

Address__300 Plaza Circle

City, State, Zip_Mundelein, IL 60060

Phone__847-949-3200

Email__info@mundelein.org

SECTION(S) OF ZONING ORDINANCE: _____see attached list of variations requested

SECTION(S) OF COMPREHENSIVE PLAN (IF APPLICABLE): ____Not Applicable

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

____ See attached list of variations for the Multifamily project only.

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

Not applicable

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

Not applicable

PLAT REQUEST

☒ Preliminary Plat of Subdivision

☒ Final Plat of Subdivision

☐ Plat of Consolidation

☐ Plat of Vacation

STANDARDS FOR GRANTING A VARIATION

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

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

Response: The requested variations are the result of proposed building uses and designs that are consistent with the concept plans/ images presented to and are the basis of the “Redevelopment Agreement (RDA)” between the Village of Mundelein and the developer. The shape of the development sites also create a hardship for the developer to adhere to the requirements of the zoning code and will cause hardship to the developer in delivering a project consistent with what was conceptualized during the RDA process.

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

Response: The unique proportions and size of the development parcels create a hardship in meeting the underlying code requirements and allowing the developer to provide a residential design that responds to every aspect of the code requirements. Zoning codes are normally written and developed with the “typical” zoning lot configurations that occur within a community. The project site and land parcels of the proposed project do not fit the “standard” application of the code in a manner that makes development consistent with the majority of the sites within the community. The angular nature of the sites causes economic challenges with structural design and costs that are not consistent with many other sites within the Village. The proposed design responds to the site conditions creatively but cannot meet all conditions such as setbacks from angular or curvilinear property lines efficiently or economically. The design of the proposed buildings attempts to respond to the vast majority of the code requirements and as a result, the articulated façade design mitigates the necessity of setbacks on upper floors when compared to a very rectilinear building design as the example indicated in the code.

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

Response: The variations as requested are with the intent to allow the proposed development to “establish” the essential character of the locality as conceptualized in the RDA and the Comprehensive Plan. The project site is currently undeveloped and the proposed project will create the character upon which the code is concerned if the variations are granted.

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

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

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

Response: The variations requested allow the proposed project to be financially viable and to provide the essential character, density and sense of community that is the basis of the RDA. The physical characteristics of the site with the curved and angular property lines would create impractical building size, orientation or efficiencies that could jeopardize the success of the proposed project.

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

Response: The site and its configuration was not created by the developer and the proposed project is simply a response to the existing conditions and characteristics of the development site.

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

Response: The granting of the proposed variations will not be detrimental to the public welfare in the neighborhood but will provide for increased residential units in the core area of the Village and be a positive enhancement of resident living opportunities within the Village.

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

Response: The proposed variations and overall development is situated on the sites such that there will not be an impairment of light or air to the surrounding properties or public infrastructure. The proposed development is also consistent with the local requirements of Fire Department regulations and will not be a burden to public safety. The proposed development is located in the core of the Village and will provide an overall positive impact to property values and tax base within the community.

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

Response: The proposed variations are consistent with the spirit and intent of the zoning ordinance and land use strategies and is the result of a design that provides the highest and best use in meeting these objectives.

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

Response: The proposed variations and project design is the result of a previously approved design concept and RDA between the Village and Developer. If the proposed variations are not approved the project would be a significantly negative impact to the community and the potential of the RDA.

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.

Not applicable

- b. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.

Not applicable

- 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.

Not Applicable

- d. The special use conforms to the applicable regulations of the zoning district in which it is to be located.

Not applicable

STANDARDS FOR GRANTING A MAP AMENDMENT

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

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

- a. The existing use and zoning of nearby property;
Not applicable
- b. The extent to which property values of the subject property are diminished by the existing zoning;
Not applicable
- c. The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village;
Not applicable
- d. The relative gain to the public, as compared to the hardship imposed upon the applicant;
Not applicable
- e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for 1 or more uses permitted under the existing zoning classification;
Not applicable
- f. The length of time that a property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;
Not applicable
- g. The evidence, or lack of evidence, of community need for the use proposed by the applicant;
Not applicable
- h. The consistency of the proposed amendment with the Comprehensive Plan;
Not applicable

- i. That the proposed amendment will benefit the residents of the Village as a whole, and not just the applicant, property owner(s), neighbors of any property under consideration, or other special interest groups, and the extent to which the proposed use would be in the public interest and would not serve solely on the interest of the applicant;

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

Mundelein MF - Existing Aerial View / 300 Plaza Circle



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 100 ft

A Google Street View image of Mundelein, Illinois, taken in September 2018. The scene shows a large, open green field, likely a park or sports field, with a paved road in the foreground. A silver SUV and a black pickup truck are parked on the road. The word "Google" is visible on the back of the silver SUV. In the background, there is a large, multi-story building with a brick facade and many windows. The sky is overcast with grey clouds. The text "Mundelein, Illinois" and "Google Street View" is overlaid in the top left corner, and "Sep 2018" is overlaid below it. The word "Google" is also overlaid on the silver SUV in the foreground.

A map snippet showing the location of the building. The building is marked with a white square on E Hammond St. To the right is Anthony Ave, and below the building is a bus stop icon and the text 'bus stop'.

REQUIRED SIGNATURES

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

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

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

Signature Contract Purchaser: _____

Date: 6/3/2024

Printed Name: David M. Flaherty

Title: Contract Purchaser

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

Signature Lessee: _____

Date: _____

Printed Name: _____

Title: _____

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, ERIC GVENTHER, under oath, state that I am

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

ADDRESS TBD - PINS:
commonly described as (Address) 1130123002 & 1130123003 and that such property is owned by

(Printed Name) VILLAGE OF MUNDELEIN as of this date. As owner of the property, I do

hereby authorize FLAHERTY & COLLINS
PROPERTIES (Printed Name or Not Applicable) to submit a presentation for a

case in the following Planning and Zoning Commission/Village Board matter, VARIATIONS FOR

PROPOSED MULTI-FAMILY BUILDING (Action).

[Signature]
Signature

Subscribed and sworn to before me

this 31 day of May, 2024.

Jennifer LB Marshall
Notary Public Signature



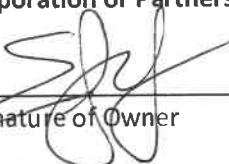
SITE VISIT AUTHORIZATION

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) ADDRESS TBD - PINS 1130123002 + 1130123003

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

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

 5/31/2024
Signature of Owner Date

By ERIC GUENTHER

VILLAGE ADMINISTRATOR
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: ERIC GUENTHER

Date: 5/31/2024

Title: VILLAGE ADMINISTRATOR

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: _____

June 4, 2024

**NOTICE
TO ALL INTERESTED PARTIES**

The Mundelein Planning and Zoning Commission will address a petition by Flaherty & Collins Properties (**Case PZC-06-2024**) for the following zoning requests in conjunction with a proposed multi-family residential building at **275-301 Plaza Circle, Mundelein, IL** (PINs 11-301-23-002 and 11-301-23-003):

(1) a Variation from Table 20.36-4 of Section 20.36.040(C) regarding upper story setback on elevations facing the public right-of-way in the C-5-VC district; **(2)** a Variation from Table 20.36-4 of Section 20.36.040(C) regarding the front yard build-to zone; **(3)** a Variation from Section 20.36.050(A)(2)(a) regarding distance of modulation between varied roof heights; **(4)** a Variation from Section 20.36.050(B)(3) regarding blank, windowless walls on the south elevation; **(5)** a Variation from Section 20.36.050(B)(5) regarding window and door trim; **(6)** a Variation from Section 20.36.050(C)(1)(a) regarding building articulation; **(7)** a Variation from Section 20.36.080(A)(1)(e) regarding maximum size for accessory structures; and **(8)** a Variation from Section 20.36.110(C)(1) regarding parking lot perimeter landscaping; in accordance with the application on file with the Village of Mundelein.

The Planning and Zoning Commission will address this petition on June 19th, 2024 at 7:00 p.m. at the Village Hall, 300 Plaza Circle, Mundelein, Illinois 60060. All interested parties may attend this meeting and voice their opinions and concerns.

This Notice is an invitation to all interested persons to submit oral or written testimony or other evidence concerning the above case to the Village of Mundelein Planning and Zoning Commission. Persons having questions are encouraged to call the Village of Mundelein at (847) 949-3282 or email planning@mundelein.org.

If you cannot attend the meeting in person and you wish to submit a question or comment for review by the PZC during the public hearing, please email your full name and your question or comment to planning@mundelein.org. Please put "Public Commentary" and the Case No. in the subject line.

The Planning and Zoning Commission's actions are not final for this case. The Planning and Zoning Commission will forward its findings and recommendations to the Village Board of Trustees for final consideration and action.

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

Sincerely,

Julie Collier
Flaherty & Collins Properties

Mundelein MF - List of Variations

Section 20.36 – Downtown District

1. Bulk and Yard

Multi-Family

- (a) See Section 20.36.040(C) – Upper Story Setback on Public ROW Elevation in the C-5-VC District – Minimum 3' upper story setback for a combination of at least 1/3 of the façade wall, for buildings greater than 4 stories.

Variance Requested. No setback on the upper story.

Supporting Information: The elevation of the building along the Public ROW already provides modulation of the façade along the entire length of the building from 2' – 3'. The proposed building is also not in a single plane along the facades fronting the ROW which provides for additional modulation and articulation of the façade compared to a “rectangular” building as referred to in many of the zoning text examples. The property line along the ROW is also not a straight line, as the zoning examples provide and in which many of the local properties within this district provide. Providing an upper story setback would not provide any more modulation of the building design than currently proposed over the portions of the building along the ROW. See attached drawings A105 for the area of the 5th floor that would be affected by this setback. The building design also changes color and material at the 5th floor to establish a visual change in the architecture similar to the effect of a setback on the 5th floor. A setback of any distance would place a significant impact to the building structure in order to support the loads from such setbacks.

2. Architecture

Multi-Family

- (a) See Section 20.36.050(A)(2)(a) – Flat Roofs – Cornices and parapets shall be used to add variety and break up the roofline. Rooflines shall be modulated at maximum every 75' through the use of varied roof heights.

Variance Requested. Roof modulation in excess of 125'

Supporting Information: The locations of the proposed design which require the requested variations are on the front elevation facing the ROW. The building façade already has several modulations in the façade that offer view of the parapets that are not consistent with what is represented on the elevations. The 2 long sections on the west elevation on Plaza Circle have recessed balconies that will change the view of parapets from grade and they occur on a rhythm of approximately every 25' over a length of 125'. The façade does have movement and a change of rhythm at 25' intervals which is less than the 75' in the ordinance and is demonstrated in the perspective view shown below.



WEST COMPOSITE ELEVATION, OVERALL

SCALE: 1" = 20'-0" 2



3D VIEW OF MAIN ENTRY AND CANOPY

SCALE: 1" = 20'-0" 4

- (b) See Section 20.36.050(B)(3) – Blank, windowless walls are prohibited.

Variance Requested. Allow for wall on south elevation to be without windows.

Supporting Information: The south wall of Building A (multifamily) features a wall with limited windows due to the fact that it is adjacent to the parking garage building and is limited to the amount of openings in the wall by the building code. The elevation of the proposed building does have changes in color but is restricted in the amount of façade modulation due to the proximity to the imaginary line between the parking garage and the residential building. Similarly, the parking garage by its designated use and construction type does not allow for modulation of the façade. As an “open” parking garage, the exterior of the building must have a minimum percentage of openings on at least (2) sides (south and east) to meet the building code requirements for an “open” parking structure. The wall panels are clad in brick to match the residential building. Owner has discussed a “mural” or other proposed art element for this area subject to review by the Planning Department.

- (c) See Section 20.36.050(5) – Trim – All inside and outside corners and all sides of windows and doors must contain window trim wraps of not less than 3 1/2” unless the building is constructed of full masonry stone or stucco.

Variance Requested. Allow fiber cement panels without 3-1/2” trim at windows/ doors.

Supporting Information: The use of trim at windows and doors is historically routed in transitioning lap siding to such elements or when the architecture style is of more historical nature. The use of large fiber cement panels as proposed is consistent with stucco or masonry where there are little to no joints and a transition material is not required (for aesthetic or constructability reasons). The majority of the proposed design utilizes masonry facades and does not require such an element and where it would be required is in recessed areas or on the 5th floor. In both cases the visual impact of such a detail on the proposed building would have minimal visual impact.

- (d) See Section 20.36.050(C)(1)(a) – Building Articulation – It does not appear that the south and east elevations meet the articulation requirements on the south end of the building. All facades require articulation of no less than 12” in depth and 36” in width. Walls less than 25’ in width are required one area of articulation. Walls between 25’-75’ in width are required two significant areas of articulation. Walls over 75’ are required one articulation of significance for every 25’ in building width at regular intervals.

Variance Requested. No articulation at parking garage

Supporting Information: The operational characteristics of a parking garage negate the ability to comply with this requirement without significant cost to the project without significant benefit to the function or performance of the garage. The location of this garage is also placed to face the Metra railway and have the least amount of visual impact to the community upon full development of the District. The residential building is limited by building code requirements, being adjacent to the parking garage in the treatment of the façade. There is an imaginary boundary/ property line between the structures that places restrictions on the characteristics of the design and prevent the design from meeting the requirement.

- (e) See Section 20.36.080 – Accessory Structure Standards – Gazebos and pergolas are limited to 144 square feet and 15’ in height.

Variance Requested. Approval of a pergola or other Accessory Structure up to 350sf.

Supporting Information: Accessory structures as governed by zoning codes are typically meant to control elements of single family or one/ two family developments within the community. As such the areas that allow such structures are also typically smaller (residential lots/ parcels). The proposed development serves a population of approximately 225 residential units and is providing amenities for a larger population. The proposed location of such structure is also in the residential courtyards and protected from public view which would not cause harm to adjacent properties.



Architecture + Planning
217 N Jefferson Street,
Suite #400
Chicago, IL 60661
888.456.5849
ktgy.com



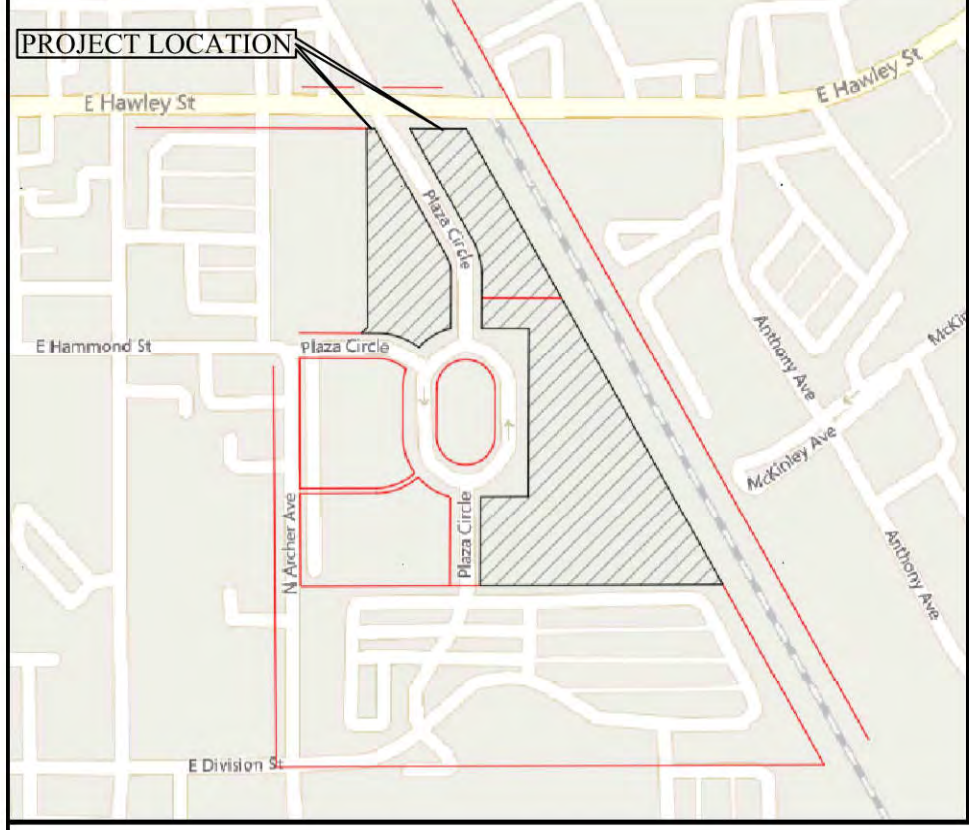
AREA
MUNDELEIN, IL # 2022-0004

VILLAGE REVIEW
JUNE 4, 2024

MULTI-FAMILY EXTERIOR RENDERING

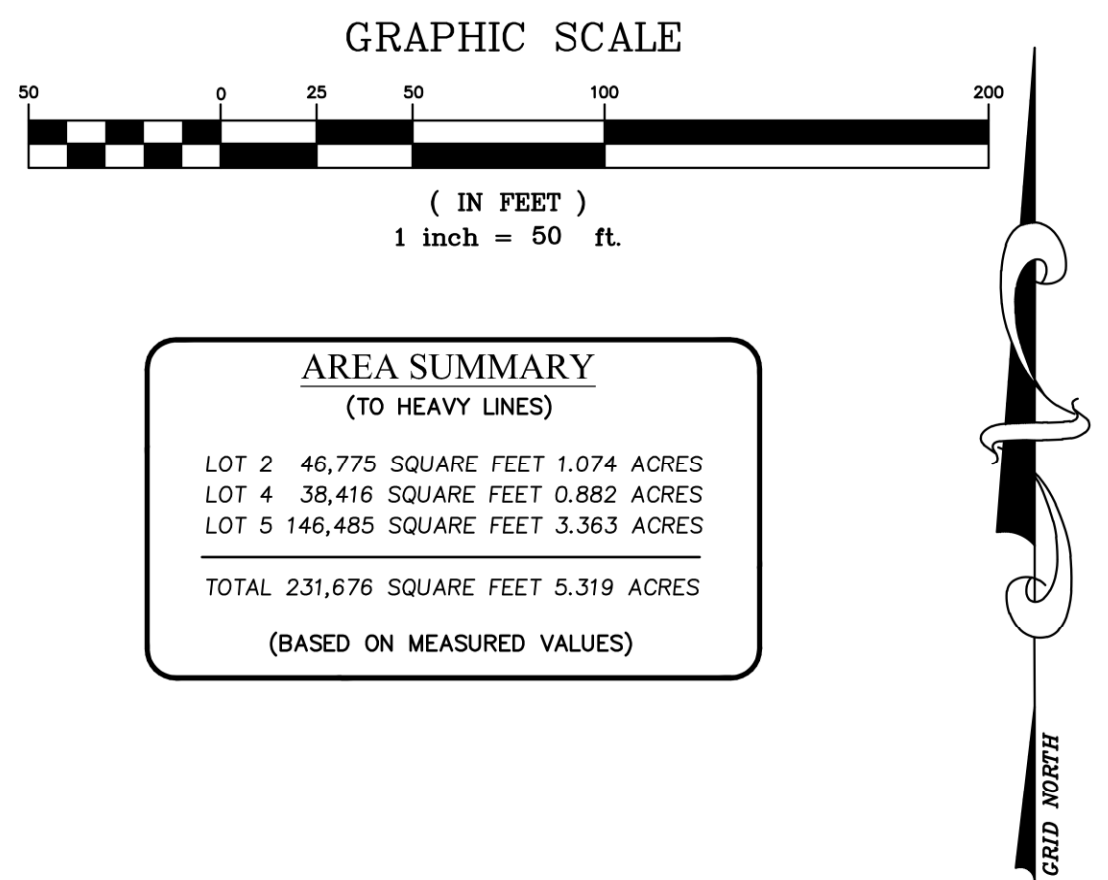
A1.0

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



LEGAL DESCRIPTION

LOTS 2, 4 AND 5 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 2013 AS DOCUMENT 7064874, IN LAKE COUNTY, ILLINOIS.



ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
FF = FINISHED FLOOR
FES = FLARED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CB = CHORD BEARING
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LINE LEGEND

--- LIMITS OF LAND PER LEGAL DESCRIPTION
--- ADJACENT LAND
--- PARCEL LINE
--- EASEMENT LINE
--- CENTERLINE
--- BUILDING SETBACK LINE
--- SECTION LINE

LEGEND

FOUND 7/8" O.D.I.P. (HOLD LOCATION)
CONCRETE MONUMENT
CROSS IN CONCRETE
MANHOLE
STORM STRUCTURE
SANITARY MANHOLE
CLEANOUT
FLARED END SECTION
TRANSFORMER PAD
ELECTRIC MANHOLE
ELECTRIC BOX
ELECTRIC PEDESTAL
ELECTRIC MARKER
ELECTRIC METER
UTILITY POLE
UTILITY POLE W/LIGHT
UTILITY POLE W/TSF
GUY POLE
OVERHEAD TRAFFIC SIGNAL
TRAFFIC SIGNAL MANHOLE
LIGHT
LIGHT POLE
HAND HOLE
VALVE VAULT
FIRE HYDRANT
IRRIGATION CONTROL VALVE
POST INDICATOR VALVE
SIAMSESE WATER CONNECTION
WATER MARKER
WATER METER
VALVE BOX
B/BOX
SPRINKLER CONTROL VALVE
TELEPHONE MANHOLE
TELEPHONE NETWORK INTERFACE
COMMUNICATION MARKER
COMMUNICATION PEDESTAL
CABLE TELEVISION PEDESTAL
CONTROL BOX
WETLAND FLAG
GAS METER
GAS VALVE
GAS MARKER
DOWN SPOUT
BORING HOLE
MONITORING WELL
GATE POST
BOLLARD POLE
SIGN
FLAG POLE
MAILBOX
SANITARY SEWER
STORM SEWER
WATER MAIN
GAS MAIN
ELECTRIC WIRE
OVERHEAD WIRES
COMMUNICATION LINE
FIBER OPTIC LINE
CONIFEROUS TREE
DECIDUOUS TREE
W/APPROX. DIAMETER
MS=MULTI-STEM
(DRIP LINE SHOWN IS APPROXIMATE)
TREE LINE
ELEVATION
BITUMINOUS PAVEMENT
CONCRETE SURFACE
DEPRESSED CURB
GRAVEL SURFACE
LANDSCAPE AREA
STONE SURFACE
DETECTABLE TACTILE WARNING SURFACE
BRICK PAVERS
WOOD FENCE
CHAIN LINK FENCE
METAL FENCE
METAL GUARDRAIL
OVERHEAD TRAFFIC ARM

BENCHMARKS

REFERENCE BENCHMARK:
NGS DESIGNATION - LD013
PID - DM3591

THE STATION IS LOCATED ABOUT 8.2 MILES SOUTHEAST OF GRAYSLAKE, 7.6 MILES NORTH OF WHEELING AND 2.4 MILES SOUTH OF LIBERTYVILLE. TO REACH FROM THE INTERSECTION OF STATE ROAD 176 AND STATE ROAD 21 (S. MILWAUKEE AVENUE) ON LIBERTYVILLE, ILLINOIS, GO SOUTH ON STATE ROAD 21 FOR 2.4 MILES TO THE STATION ON THE LEFT. A FLANGE ENCLOSED ROD STAMPED LD013 IS 88.6 FEET SOUTH OF SOUTH BACK OF CURB OF HOLLISTER DRIVE, 65.6 FEET WEST OF A POND WITH FOUNTAIN, 6.6 FEET EAST OF THE EDGE OF CURB OF STATE ROAD 21 (MILWAUKEE ROAD). DATUM: NAVD83 ELEVATION = 670.23

SITE BENCHMARKS:

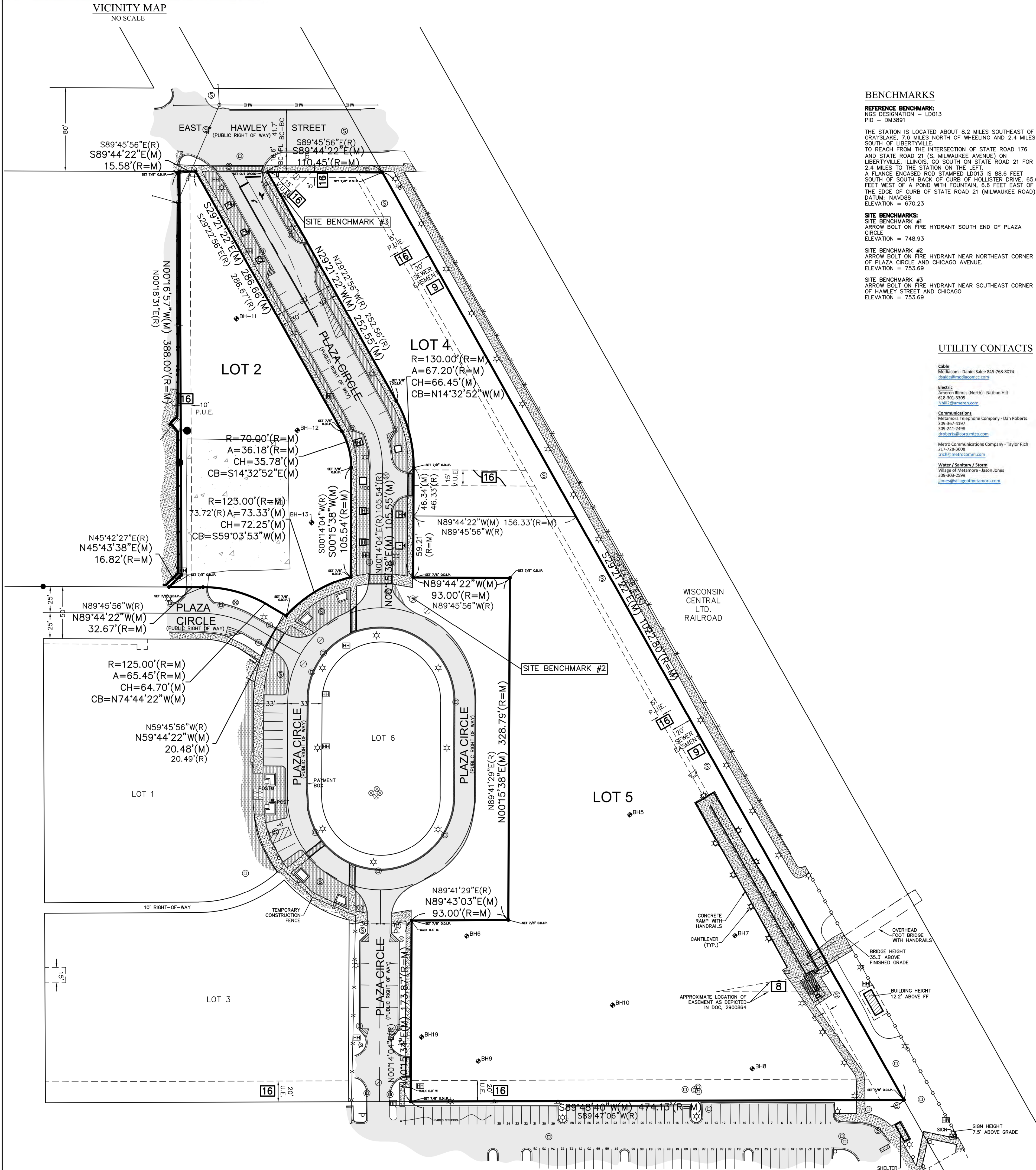
SITE BENCHMARK #1
ARROW BOLT ON FIRE HYDRANT SOUTH END OF PLAZA CIRCLE
ELEVATION = 748.93

SITE BENCHMARK #2
ARROW BOLT ON FIRE HYDRANT NEAR NORTHEAST CORNER OF PLAZA CIRCLE AND CHICAGO AVENUE
ELEVATION = 753.69

SITE BENCHMARK #3
ARROW BOLT ON FIRE HYDRANT NEAR SOUTHEAST CORNER OF HAWLEY STREET AND CHICAGO AVENUE
ELEVATION = 753.69

UTILITY CONTACTS

Cable
Mediacom - Daniel Sauer 845-768-8274
daniel@mediacom.com
Electric
Ameren Illinois (North) - Nathan Hill
618-303-5905
NHill@ameren.com
Communications
Metronet Telephone Company - Dan Roberts
309-367-4197
309-241-2496
d@metronet.com
Metro Communications Company - Taylor Rich
217-728-3608
t@metronet.com
Water / Sanitary / Storm
Village of Metamora - Jason Jones
309-303-2599
jones@villageofmetamora.com



SCHEDULE B EXCEPTIONS

- [8] GRANT OF EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, RECORDED APRIL 30, 1990 AS DOCUMENT 2900864, AND THE TERMS AND PROVISIONS THEREOF.
- [9] EASEMENT IN FAVOR OF THE VILLAGE OF AREA (NOW MUNDELEIN), ITS SUCCESSORS AND ASSIGNS, RECORDED DECEMBER 16, 1916 AS DOCUMENT 168559, AND THE TERMS AND PROVISIONS THEREOF.
- [10] EASEMENT IN FAVOR OF THE VILLAGE OF AREA (NOW MUNDELEIN), ITS SUCCESSORS AND ASSIGNS, RECORDED DECEMBER 6, 1916 AS DOCUMENT 168561, AND THE TERMS AND PROVISIONS THEREOF.
- [11] EASEMENT IN FAVOR OF WISCONSIN CENTRAL RAILROAD COMPANY, ITS SUCCESSORS AND ASSIGNS, RECORDED APRIL 25, 1955 AS DOCUMENT 862262, AND THE TERMS AND PROVISIONS THEREOF.
- [12] EASEMENT IN FAVOR OF SOD LINE RAILROAD COMPANY, ITS SUCCESSORS AND ASSIGNS, RECORDED MARCH 17, 1965 AS DOCUMENT 1257112, AND THE TERMS AND PROVISIONS THEREOF.
- [13] VILLAGE UTILITY EASEMENTS, UTILITY EASEMENTS, PUBLIC UTILITY EASEMENTS, EASEMENT PROVISIONS, SIGHT TRIANGLE RESTRICTIONS AND OTHER MATTERS AS SET FORTH ON FINAL PLAT OF VILLAGE HALL SUBDIVISION, RECORDED DECEMBER 23, 2013 AS DOCUMENT 7064874.

NOTES

- REGARDING SCHEDULE B:
SCHEDULE B EXCEPTIONS 1, 2, 3, 4, 5, 6, 7, 13, 14, 15, 17, 18, 19 AND 20 ARE NOT SURVEY RELATED AND THEREFORE NOT SHOWN.
8. COMMONWEALTH EDISON COMPANY EASEMENT ON SUBJECT SITE PER DOCUMENT 2900864, PLOTTED HEREON.
9. VILLAGE SEWER EASEMENT ON SUBJECT SITE PER DOCUMENT 168559, PLOTTED HEREON.
10. VILLAGE EASEMENT PER DOCUMENT 168561 IS NOT LOCATED ON THE SUBJECT SITE, NOT PLOTTABLE.
11. RAILROAD SPUR TRACK EASEMENT PER DOCUMENT 862262 WAS TERMINATED WHEN THE SPUR TRACK WAS REMOVED, SPUR TRACK NOT OBSERVED ON THE SUBJECT SITE, NOT PLOTTABLE.
12. RAILROAD SPUR TRACK EASEMENT PER DOCUMENT 1257112 WAS TERMINATED WHEN THE SPUR TRACK WAS REMOVED, SPUR TRACK NOT OBSERVED ON THE SUBJECT SITE, NOT PLOTTABLE.
13. VILLAGE UTILITY EASEMENTS, UTILITY EASEMENTS, PUBLIC UTILITY EASEMENTS, SIGHT TRIANGLE RESTRICTIONS (IF ANY), ON THE SUBJECT SITE, AS SHOWN ON THE FINAL PLAT OF VILLAGE HALL SUBDIVISION DOCUMENT 7064874, PLOTTED HEREON.

GENERAL NOTES

1. THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AND EASEMENTS OF RECORD AS IDENTIFIED IN TITLE COMMITMENT NUMBER MCS-1185397-INDY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF JULY 24, 2023.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST).
3. THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170134 0368 J, MAP NUMBER 1703100366J HAVING A REVISED DATE OF AUGUST 19, 2008.
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS, AND IS BASED ON FIELD WORK PERFORMED ON 06/28/2023.
5. THE SURVEYOR CONTACTED J.U.L.I.E. FOR A DESIGN STAGE REQUEST FOR THIS SITE WHICH WAS ASSIGNED A DIG NUMBER OF A231703215. INQUIRIES WERE SENT OUT TO THE VARIOUS UTILITY COMPANIES REQUESTING MAPS AND/OR ATLASES OF THEIR RESPECTIVE FACILITIES. THE INFORMATION RECEIVED TO DATE IS SHOWN HEREON.
6. NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SWAMP OR SANITARY LAND FILL OBSERVED IN THE PROCESS OF CONDUCTING FIELD WORK.
7. NO CEMETERIES, BURIAL GROUNDS OR GRAVE SITES OBSERVED IN THE PROCESS OF CONDUCTING FIELD WORK.

SURVEYOR'S CERTIFICATION

TO: FIRST AMERICAN 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, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 8, 9 AND 11(A) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 6-26-23.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

DATE OF PLAT OR MAP: 08-18-23

BY: SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/24



J:\PSDATA\2023 PROJECTS\23.0146\23.0146 LTS.DWG

1 OF 4
SCALE: 1" = 30'
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502

PROJECT
Mundelein - Plaza Circle
Mundelein, IL

CLIENT
Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600,
WARRENVILLE, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

DATE: 7-13-2023 PC CS
DRAWN BY: CJC
CHECKED BY: SK
BOOK 653 PG 71-72

NO. REVISIONS
1. PER CLIENT COMMENTS
DATE BY
8-18-23 CJC

QR CODE

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

GRID NORTH

O.D.P. = OUTSIDE DIAMETER IRON PIPE
 TF = TOP OF FOUNDATION
 FF = FINISHED FLOOR
 F.F. = FINISHED FLOOR SECTION
 VCP = VITRIFIED CLAY PIPE
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 (D) = (C) BEARING OR DISTANCE
 N = NORTH
 S = SOUTH
 E = EAST
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 A = ARC LENGTH
 R = RADIUS
 CH = CHORD
 CB = CHORD BEARING
 B.S. = BUILDING SETBACK LINE
 U.E. = UTILITY EASEMENT
 D.E. = DRAINAGE EASEMENT
 P.U.E. = PUBLIC UTILITY EASEMENT
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 P.O.B. = POINT OF BEGINNING
 P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

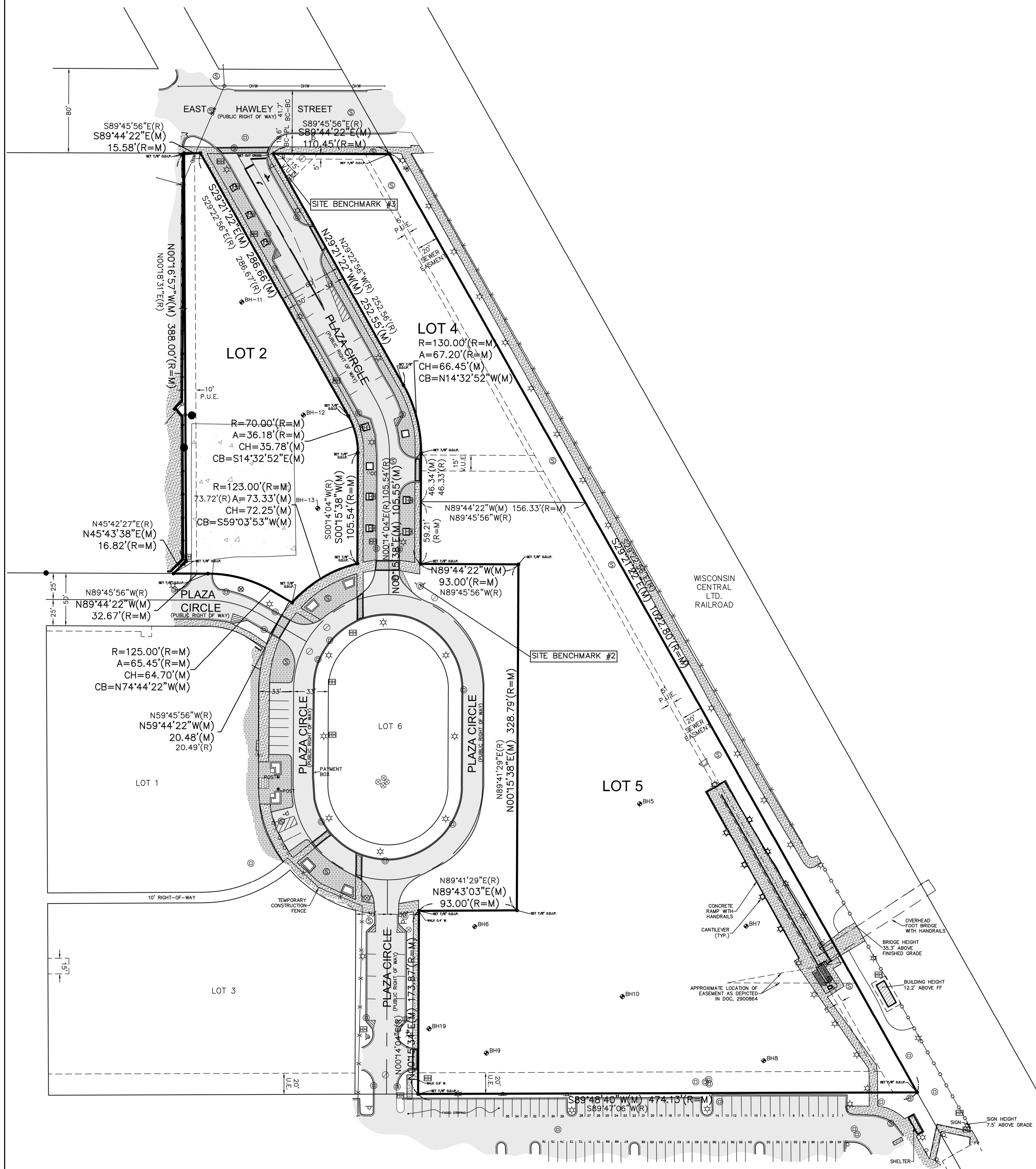
—————	LIMITS OF LAND PER
—————	LEGAL DESCRIPTION
—————	ADJACENT LAND
—————	PARCEL LINE
-----	EASEMENT LINE
-----	CENTERLINE
-----	BUILDING SETBACK LINE
-----	SECTION LINE

FOUND 7/8" O.D.I.P.
 UNLESS OTHERWISE NOTED
 (HELD LOCATION)

- CONCRETE MONUMENT
- + CROSS IN CONCRETE
- MANHOLE
- STRUCTURE
- SANITARY MANHOLE
- CLEANOUT
- ▽ FLARED END SECTION
- ⊞ TRANSFORMER PAD
- ⊞ ELECTRIC MANHOLE
- ⊞ ELECTRIC BOX
- ⊞ ELECTRIC PEDESTAL
- ⊞ ELECTRIC MARKER
- ⊞ ELECTRIC METER
- UTILITY POLE
- ⊞ UTILITY POLE W/LIGHT
- ⊞ UTILITY POLE W/TSF
- ⊞ GUY POLE
- ⊞ OVERHEAD TRAFFIC SIGNAL
- ⊞ TRAFFIC SIGNAL MANHOLE
- ★ LIGHT
- ⊞ LIGHT POLE
- ⊞ HAND HOLE
- VALVE VAULT
- FIRE HYDRANT
- ⊞ IRRIGATION CONTROL VALVE
- ⊞ POST INDICATOR VALVE
- ⊞ SIAMSE WATER CONNECTION
- ⊞ WATER MARKER
- ⊞ WATER METER
- ⊞ VALVE BOX
- ⊞ B/BOX
- ⊞ SPRINKLER CONTROL VALVE
- ⊞ TELEPHONE MANHOLE
- ⊞ TELEPHONE NETWORK INTERFACE
- ⊞ FLAGGATION MARKER
- ⊞ COMMUNICATION PEDESTAL
- ⊞ CABLE TELEVISION PEDESTAL
- ⊞ CONTROL BOX
- ⊞ WETLAND FLAG
- ⊞ GAS METER
- ⊞ GAS VALVE
- ⊞ GAS MARKER
- ⊞ DOWN SPOUT
- ⊞ BORING HOLE
- ⊞ MONITORING WELL
- ⊞ GATE POST
- ⊞ BOLLARD POLE
- ⊞ SIGN
- ⊞ FLAG POLE
- ⊞ MAILBOX
- ⊞ SANITARY SEWER
- ⊞ STORM SEWER
- ⊞ WATER MAIN
- ⊞ GAS MAIN
- ⊞ ELECTRIC LINE
- ⊞ OVERHEAD WIRES
- ⊞ COMMUNICATION LINE
- ⊞ FIBER OPTIC LINE
- ⊞ CONIFEROUS TREE
- ⊞ W/APPROX. DIAMETER
- ⊞ DECIDUOUS TREE
- ⊞ W/APPROX. DIAMETER
- ⊞ MS=MULTI-STEM
- (DRIP LINE SHOWN IS APPROXIMATE)

TREE LINE
 + ELEVATION

- BITUMINOUS PAVEMENT
- CONCRETE SURFACE
- DEPRESSED CURB
- GRAVEL SURFACE
- LANDSCAPE AREA
- STONE SURFACE
- DETECTABLE TACTILE WARNING SURFACE
- BRICK PAVEMENT
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM



20F 4 SCALE: 1" = 30' 23.0146	 ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7050 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT Mundelein - Plaza Circle Mundelein, IL	CLIENT Kimley»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM	DATE: 7-13-2023 PC CS DRAWN BY: CJC CHECKED BY: SK BOOK 653 PG 71-72 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:5%;">NO.</th> <th style="width:75%;">REVISIONS</th> <th style="width:10%;">DATE</th> <th style="width:10%;">BY</th> </tr> <tr> <td>1.</td> <td>PER CLIENT COMMENTS</td> <td>8-18-23</td> <td>CJC</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	NO.	REVISIONS	DATE	BY	1.	PER CLIENT COMMENTS	8-18-23	CJC																																	
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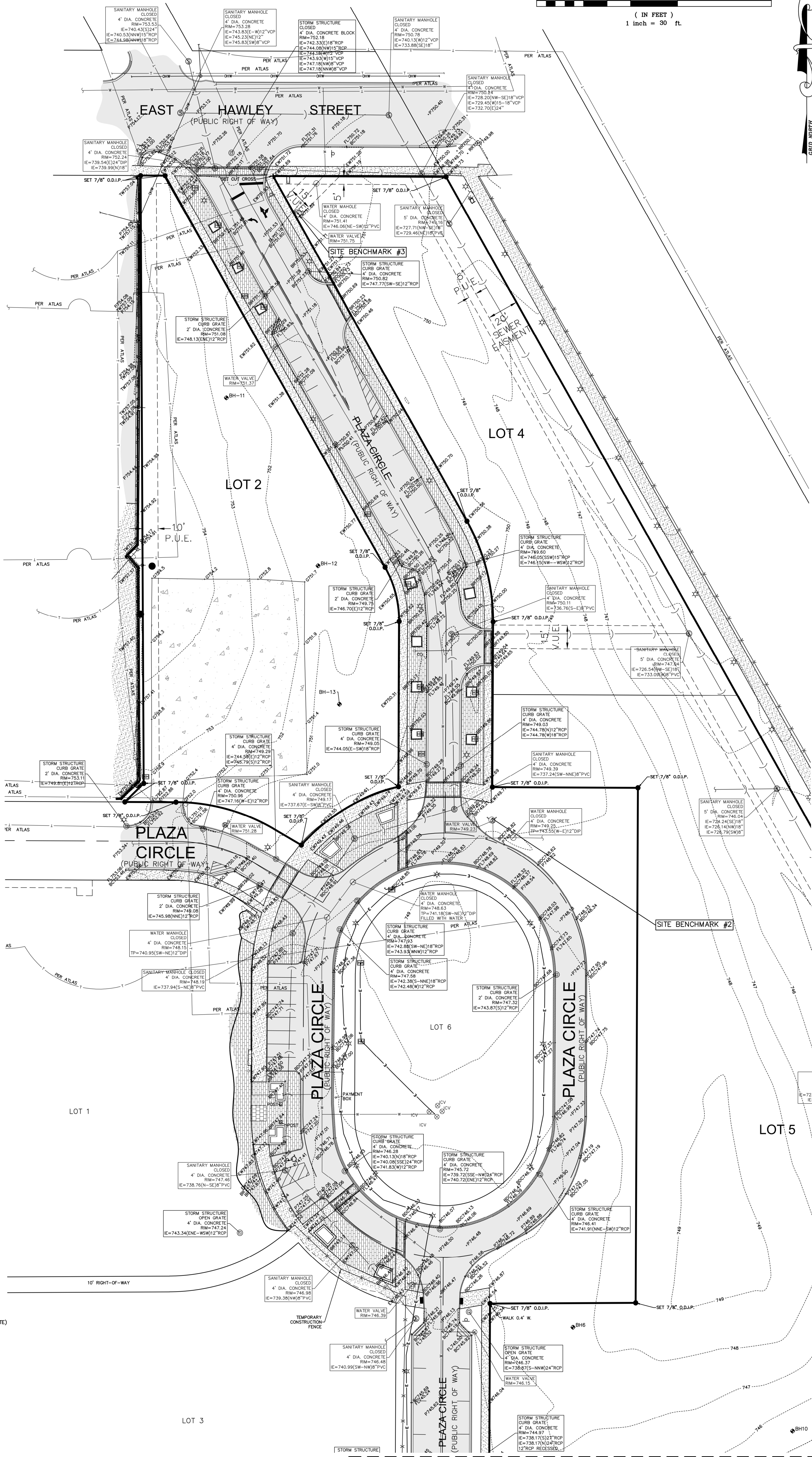
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

GRID NORTH



ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
FF = FINISHED FLOOR
FES = FLARED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
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N = NORTH
S = SOUTH
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A = ARC LENGTH
R = RADIUS
CB = CHORD BEARING
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
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P.O.C. = POINT OF COMMENCEMENT
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P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LINE LEGEND

— LIMITS OF LAND PER
— LEGAL DESCRIPTION
— ADJACENT LAND
— PARCEL LINE
— EASEMENT LINE
— CENTERLINE
— BUILDING SETBACK LINE
— SECTION LINE

LEGEND

- FOUND 7/8" O.D.I.P. UNLESS OTHERWISE NOTED (HELD LOCATION)
- CONCRETE MONUMENT
- ✕ CROSS IN CONCRETE
- ⊙ MANHOLE
- ⊙ STORM STRUCTURE
- ⊙ SANITARY MANHOLE
- CLEANOUT
- ▽ FLARED END SECTION
- TRANSFORMER PAD
- ⊙ ELECTRIC MANHOLE
- ⊙ ELECTRIC BOX
- ⊙ ELECTRIC PEDESTAL
- ✕ ELECTRIC MARKER
- ✕ ELECTRIC METER
- UTILITY POLE
- UTILITY POLE W/LIGHT
- UTILITY POLE W/TSF
- GUY POLE
- ⊙ OVERHEAD TRAFFIC SIGNAL
- ⊙ TRAFFIC SIGNAL MANHOLE
- ✕ LIGHT
- ✕ LIGHT POLE
- ⊙ HAND HOLE
- VALVE VAULT
- FIRE HYDRANT
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ POST INDICATOR VALVE
- ✕ SIAMSE WATER CONNECTION
- ✕ WATER MARKER
- ✕ WATER METER
- ✕ VALVE BOX
- ⊙ B/BOX
- ⊙ SPRINKLER CONTROL VALVE
- ⊙ TELEPHONE MANHOLE
- ⊙ TELEPHONE NETWORK INTERFACE
- ✕ COMMUNICATION MARKER
- ⊙ CABLE TELEVISION PEDESTAL
- ⊙ CABLE TELEVISION PEDESTAL
- ⊙ CONTROL BOX
- ✕ WETLAND FLAG
- ✕ GAS METER
- ✕ GAS VALVE
- ✕ GAS MARKER
- DOWN SPOUT
- BORING HOLE
- MONITORING WELL
- GATE POST
- BOLLARD POLE
- SIGN
- FLAG POLE
- MAILBOX
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC LINE
- OVERHEAD WIRES
- COMMUNICATION LINE
- FIBER OPTIC LINE
- CONFERUS TREE W/APPROX. DIAMETER (DRIP LINE SHOWN IS APPROXIMATE)
- TREE LINE
- ELEVATION
- BITUMINOUS PAVEMENT
- CONCRETE SURFACE
- DEPRESSED CURB
- GRAVEL SURFACE
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- STONE SURFACE
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- BROOK PAVERS
- WOOD FENCE
- CHAIN LINK FENCE
- METAL FENCE
- METAL GUARDRAIL
- OVERHEAD TRAFFIC ARM

SEE SHEET 3 OF 3

SEE SHEET 3 OF 3

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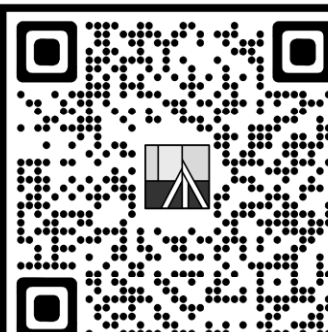
3 OF 4
SCALE: 1" = 30'

COMPASS
SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT
Mundelein - Plaza Circle
Mundelein, IL.

CLIENT
Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600,
WARRENVILLE, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

DATE: 7-13-2023 PC CS		DRAWN BY: CJC		CHECKED BY: SK		BOOK 653 PG 71-72	
NO.	REVISIONS	DATE	BY	PER CLIENT COMMENTS	DATE	BY	
1.		8-18-23	CJC				



GRAPHIC SCALE

(IN FEET)
1 inch = X ft.



O.D.P. = OUTSIDE DIAMETER IRON PIPE
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DRAINAGE EASEMENT

————— LIMITS OF LAND PER
 LEGAL DESCRIPTION
 _____ ADJACENT LAND
 _____ PARCEL LINE
 - - - - - EASEMENT LINE
 - - - - - CENTERLINE
 _____ BUILDING SETBACK LINE
 - - - - - SECTION LINE

● FOUND 7/8" O.D.I.P.
● UNDESIGNED/NOTED (HELD LOCATION)

■ CONCRETE MONUMENT
■ STORM IN CONCRETE
● MANHOLE
◎ GROUND STRUCTURE
◎ SLEANTY MANHOLE
○ CLEANOUT
▽ FLARED END SECTION

△ TRANSFORMER PAD
■ ELECTRIC MANHOLE
■ ELECTRIC BOX
■ ELECTRIC PEDESTAL
✱ ELECTRIC MARKER
EJK ELECTRIC METER

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○ PUMP/CONTROLLER VALVE
SPK SIAMSESE WATER CONNECTION
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○ SPRINKLER
○ BURN CONTROL VALVE

○ TELEPHONE MANHOLE
○ FIBER OPTIC NETWORK INTERF.
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	GAS METER
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	DETECTABLE TACTILE PAVING SURFACE
	BRICK PAVERS
	WOOD FENCE
	CHAIN LINK FENCE
	METAL FENCE
	METAL GUARDRAIL
	OVERHEAD TRAFFIC

SEE SHEET 2 OF 3

SEE SHEET 2 OF 3

WISCONSIN
CENTRAL
LTD.
RAILROAD

LOT 5

J:\PSDATA\2023 PROJECTS\23.0146\23.0146 LTS.DWG

[illegible]

LEGEND

- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

▨ EASEMENT HEREBY VACATED
▨ RIGHT OF WAY HEREBY VACATED

ABBREVIATIONS

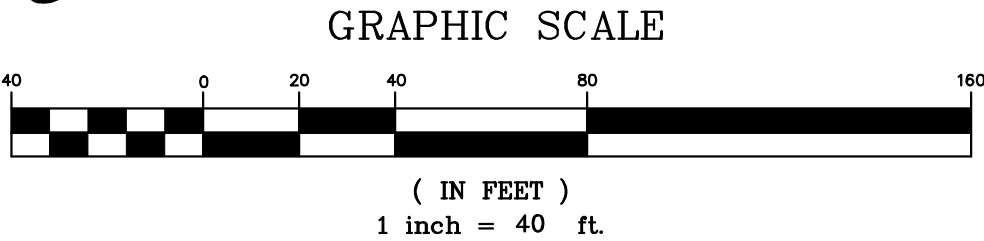
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LINE LEGEND

— SUBDIVISION BOUNDARY LINE
— ADJACENT LAND PARCEL LINE
— LOT LINE
- - - EASEMENT LINE
- - - CENTERLINE
- - - BUILDING SETBACK LINE
- - - SECTION LINE

PRELIMINARY PLAT OF SUBDIVISION
RESUBDIVISION OF LOTS 4 AND 5
VILLAGE HALL SUBDIVISION

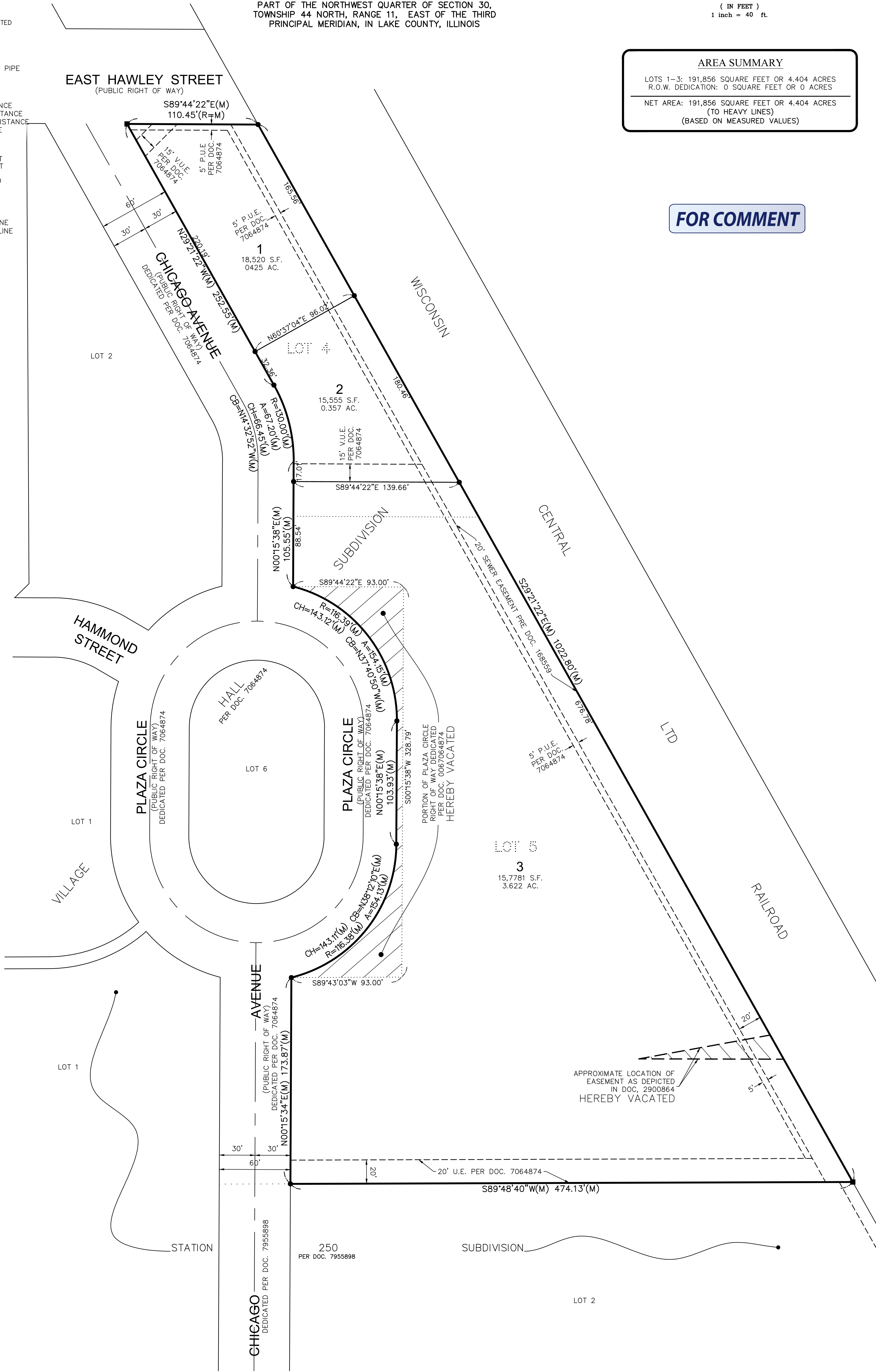
PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



AREA SUMMARY

LOTS 1-3: 191,856 SQUARE FEET OR 4.404 ACRES
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES
NET AREA: 191,856 SQUARE FEET OR 4.404 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

FOR COMMENT



PROJ. NO.: 23.0146-01	1 OF 2	SCALE: 1" = 40'	COMPASS SURVEYING LTD ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION Plaza Circle	CLIENT Kimley»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM	PROPERTY OWNER/DEVELOPER: Flaherty & Collins Properties 1 Indiana Square, Suite 300 Indianapolis, IN. 46204	DATE: 2-22-24	PC N/A	DRAWN BY: CJC	CHECKED BY: SK	BOOK N/A	PG N/A
							NO.	REVISIONS			DATE	BY

PRELIMINARY PLAT OF SUBDIVISION
RESUBDIVISION OF LOTS 4 AND 5
VILLAGE HALL SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

FOR COMMENT

OWNER'S CERTIFICATE

OWNER'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, LLC, A
LIMITED LIABILITY COMPANY, IS THE OWNER OF
THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER,
HAS CAUSED THE PROPERTY TO BE SURVEYED AND SUBDIVIDED AS
SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND
AS ALLOWED AND PROVIDED BY STATUTES, AND SAID LIMITED LIABILITY
COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER
THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED
AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF,
SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF MUNDELEIN
ELEMENTARY SCHOOL DISTRICT 75, MUNDELEIN CONSOLIDATED HIGH
SCHOOL DISTRICT 120 AND COLLEGE OF LAKE COUNTY.

DATED AT _____, THIS _____ DAY
OF _____, A.D., 20 ____.

OWNER NAME: _____

ADDRESS: _____

BY: _____
SIGNATURE

TITLE: _____
PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN
AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY
CERTIFY THAT _____ (PRINT NAME)
_____, (TITLE) OF SAID LIMITED LIABILITY
COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS
SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND
PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE
SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS
THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY,
FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC SIGNATURE

(PRINT NAME)

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

_____, AS
MORTGAGEE UNDER

PROVISIONS OF A CERTAIN MORTGAGE DATED _____

AND RECORDED IN THE RECORDER'S OFFICE OF _____
COUNTY,

ILLINOIS, AS DOCUMENT NUMBER _____,
HEREBY CONSENTS TO RECORDING OF THE SUBDIVISION HEREIN SHOWN.

DATED AT _____, THIS _____ DAY

OF _____, A.D., 20 ____.

BY: _____ BY: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A
NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY
CERTIFY THAT _____

_____, (TITLE) AND

_____, (TITLE) OF _____
(COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME
PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S
CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY
FOR THE FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE
FREE AND VOLUNTARY ACT AN DEED OF SAID CORPORATION.

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

BY: _____
NOTARY PUBLIC

COMMONWEALTH EDISON CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

COMMONWEALTH EDISON, ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES
TO THE VACATION OF THAT PART OF THE 15' ELECTRIC EASEMENT PER
DOCUMENT 2244605 AS SHOWN HEREON.

DATED THIS _____ DAY OF _____, 20 ____

BY: _____

TITLE: _____

COPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS AT A MEETING HELD
THIS _____ DAY OF _____, A.D., 20 ____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE PLAN AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK _____)

I, _____, CHAIRMAN OF THE VILLAGE
OF MUNDELEIN PLAN COMMISSION, DO CERTIFY THAT ON THIS _____ DAY
OF _____, 20 ____ THIS FINAL PLAT OF
SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE
VILLAGE OF MUNDELEIN.

CHARIMAN

SECRETARY

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF
OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY
DESCRIBED IN THE PLAT HEREON DRAWN, VILLAGE OF MUNDELEIN, LAKE
COUNTY, ILLINOIS.

VILLAGE TREASURER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MUNDELEIN, LAKE
COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20 ____

BY: _____
VILLAGE ENGINEER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY,
ILLINOIS. THIS _____ DAY OF _____, A.D. 20 ____

LAKE COUNTY CLERK

SURVEYOR'S AUTHORIZATION TO RECORD
CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE _____)

I HEREBY DESIGNATE _____ AND/OR
REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF
WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN
MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____, 20 ____ AT
AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509

EXPIRES 11/30/2024

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF KANE _____)

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509,
HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOTS 4 AND 5 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, BEING A
SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23,
2013 AS DOCUMENT 7064874; TOGETHER WITH PART OF PLAZA CIRCLE
DEDICATED PER DOCUMENT 7064874 DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOTH
00 DEGREES 15 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF
SAID LOT 5, A DISTANCE OF 59.21 FEET TO ANGLE POINT IN SAID WEST
LINE FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 44
MINUTES 22 SECONDS EAST ALONG SAID WEST LINE, 93.00 FEET TO AN
ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 00 DEGREES 15
MINUTES 38 SECONDS WEST ALONG SAID WEST LINE, 328.79 FEET TO AN
ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 89 DEGREES 43
MINUTES 03 SECONDS WEST ALONG SAID WEST LINE 93.00 FEET TO AN
ANGLE POINT IN SAID WEST LINE; THENCE NORTHEASTERLY ALONG A LINE
BEING A CURVE, CONCAVE NORTHEASTERLY, NOT TANGENT TO THE LAST
DESCRIBED COURSE, HAVING A RADIUS OF 116.38 FEET, A CHORD
BEARING OF NORTH 38 DEGREES 12 MINUTES 10 SECONDS EAST, A
CHORD LENGTH OF 143.11 FEET, AN ARC LENGTH OF 154.13 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 38 SECONDS EAST, TANGENT TO
THE LAST DESCRIBED COURSE, 103.93 FEET TO A POINT OF CURVATURE;
THENCE NORTHWESTERLY ALONG A LINE BEING A CURVE, CONCAVE
SOUTHWESTERLY, TANGENT TO THE LAST DECRIBED COURSE, HAVING A
RADIUS OF 116.39 FEET, A CHORD BEARING OF NORTH 37 DEGREES 40
MINUTES 50 SECONDS WEST, A CHORD LENGTH OF 143.12 FEET, AN
ANRC LENTH OF 154.15 FEET TO THE POINT OF BEGINNING, IN LAKE
COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT
REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE
SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION IS WITHIN THE
VILLAGE OF MUNDELEIN WHICH HAS ADOPTED AN OFFICIAL
COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS
AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS
5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE
FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE
FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170134 0366
J, MAP NUMBER 17031C0366J HAVING A REVISED DATE OF AUGUST 19,
2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS _____
DAY OF _____, 20 ____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2024

PROJ. NO.: 23.0146-01	2 OF 2	COMPASS SURVEYING LTD ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT	CLIENT	PROPERTY OWNER/DEVELOPER: Flaherty & Collins Properties 1 Indiana Square, Suite 300 Indianapolis, IN. 46204	DATE: 2-22-24	PC N/A	DRAWN BY CJC	CHECKED BY SK	BOOK N/A PG N/A	
			RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION	Kimley»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM							
			Plaza Circle								

FINAL PLAT OF SUBDIVISION RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION

- EASEMENT HEREBY VACATED
- RIGHT OF WAY HEREBY VACATED

Q.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

————— SUBDIVISION BOUNDARY LINE
 ————— ADJACENT LAND PARCEL LINE
 ————— LOT LINE
 - - - - - EASEMENT LINE
 - - - - - CENTERLINE
 - - - - - BUILDING SETBACK LINE
 - - - - - SECTION LINE

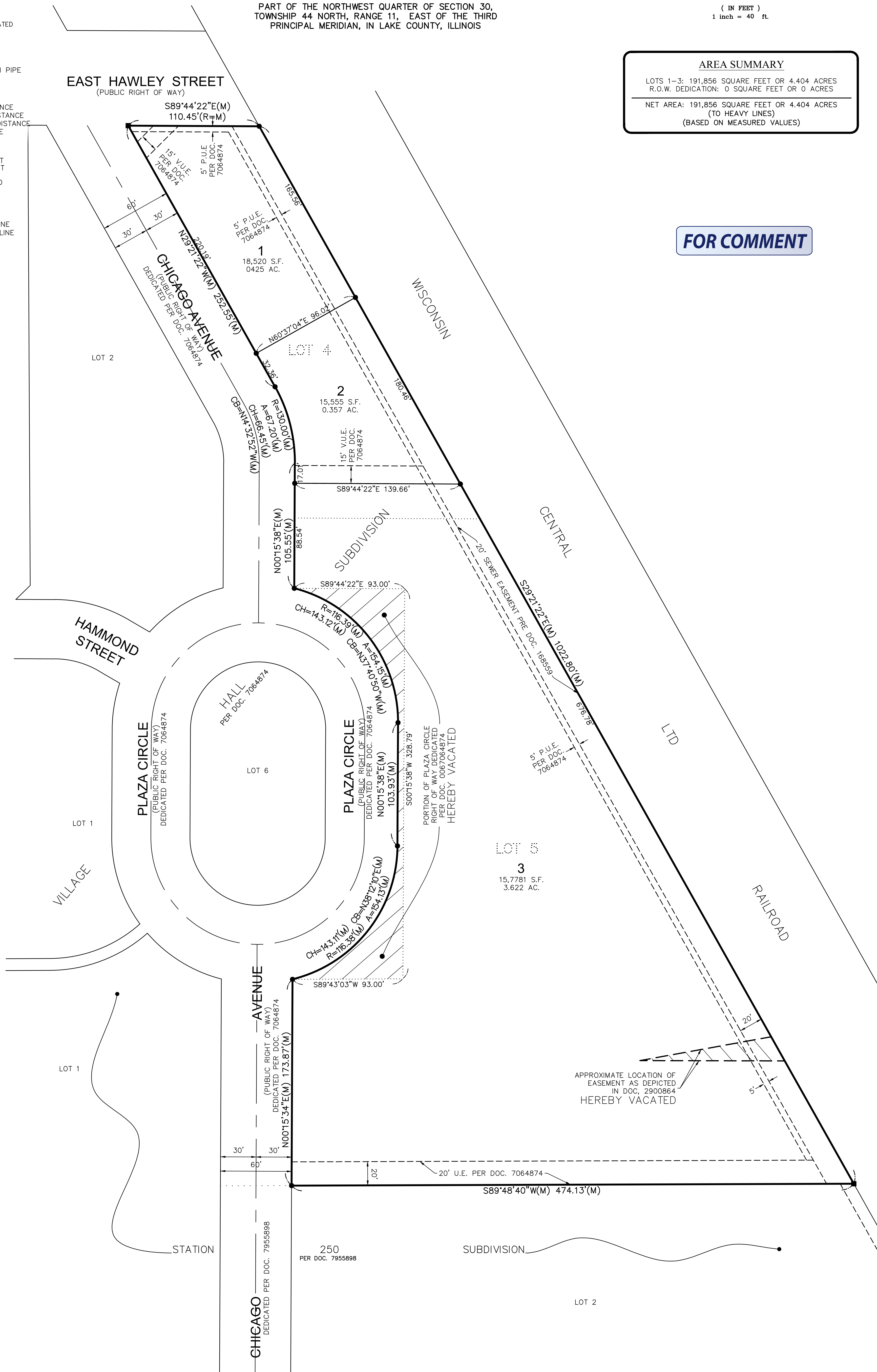
PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

(IN FEET)
1 inch = 40 ft.

LOTS 1-3: 191,856 SQUARE FEET OR 4.404 ACRES
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES

NET AREA: 191,856 SQUARE FEET OR 4.404 ACRES
(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

FOR COMMENT



FINAL PLAT OF SUBDIVISION
RESUBDIVISION OF LOTS 4 AND 5
VILLAGE HALL SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

FOR COMMENT

OWNER'S CERTIFICATE

OWNER'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, LLC, A
_____ LIMITED LIABILITY COMPANY, IS THE OWNER OF
THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER,
HAS CAUSED THE PROPERTY TO BE SURVEYED AND SUBDIVIDED AS
SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND
AS ALLOWED AND PROVIDED BY STATUTES, AND SAID LIMITED LIABILITY
COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER
THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED
AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF,
SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF MUNDELEIN
ELEMENTARY SCHOOL DISTRICT 75, MUNDELEIN CONSOLIDATED HIGH
SCHOOL DISTRICT 120 AND COLLEGE OF LAKE COUNTY.

DATED AT _____, THIS _____ DAY
OF _____, A.D., 20 ____.

OWNER NAME: _____

ADDRESS: _____

BY: _____
SIGNATURE

TITLE: _____
PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN
AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY
CERTIFY THAT _____ (PRINT NAME)
_____, (TITLE) OF SAID LIMITED LIABILITY
COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS
SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND
PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE
SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS
THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY,
FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC SIGNATURE

(PRINT NAME)

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

_____, AS
MORTGAGEE UNDER

PROVISIONS OF A CERTAIN MORTGAGE DATED _____

AND RECORDED IN THE RECORDER'S OFFICE OF _____
COUNTY,

ILLINOIS, AS DOCUMENT NUMBER _____,
HEREBY CONSENTS TO RECORDING OF THE SUBDIVISION HEREIN SHOWN.

DATED AT _____, THIS _____ DAY

OF _____, A.D., 20 ____.

BY: _____ BY: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, A
NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY
CERTIFY THAT _____

_____, (TITLE) AND

_____, (TITLE) OF _____
(COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME
PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S
CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY
FOR THE FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE
FREE AND VOLUNTARY ACT AN DEED OF SAID CORPORATION.

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

BY: _____
NOTARY PUBLIC

COMMONWEALTH EDISON CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

COMMONWEALTH EDISON, ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES
TO THE VACATION OF THAT PART OF THE 15' ELECTRIC EASEMENT PER
DOCUMENT 2244605 AS SHOWN HEREON.

DATED THIS _____ DAY OF _____, 20 ____

BY: _____

TITLE: _____

COPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS AT A MEETING HELD
THIS _____ DAY OF _____, A.D., 20 ____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE PLAN AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK _____)

I, _____, CHAIRMAN OF THE VILLAGE
OF MUNDELEIN PLAN COMMISSION, DO CERTIFY THAT ON THIS _____ DAY
OF _____, 20 ____ THIS FINAL PLAT OF
SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE
VILLAGE OF MUNDELEIN.

CHARIMAN

SECRETARY

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF
OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY
DESCRIBED IN THE PLAT HEREON DRAWN, VILLAGE OF MUNDELEIN, LAKE
COUNTY, ILLINOIS.

VILLAGE TREASURER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MUNDELEIN, LAKE
COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20 ____

BY: _____
VILLAGE ENGINEER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE _____)

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY,
ILLINOIS. THIS _____ DAY OF _____, A.D. 20 ____

LAKE COUNTY CLERK

SURVEYOR'S AUTHORIZATION TO RECORD
CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE _____)

I HEREBY DESIGNATE _____ AND/OR
REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF
WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN
MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____, 20 ____ AT
AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509

EXPIRES 11/30/2024

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF KANE _____)

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509,
HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOTS 4 AND 5 IN FINAL PLAT OF VILLAGE HALL SUBDIVISION, BEING A
SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23,
2013 AS DOCUMENT 7064874; TOGETHER WITH PART OF PLAZA CIRCLE
DEDICATED PER DOCUMENT 7064874 DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOTH
00 DEGREES 15 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF
SAID LOT 5, A DISTANCE OF 59.21 FEET TO ANGLE POINT IN SAID WEST
LINE FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 44
MINUTES 22 SECONDS EAST ALONG SAID WEST LINE, 93.00 FEET TO AN
ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 00 DEGREES 15
MINUTES 38 SECONDS WEST ALONG SAID WEST LINE, 328.79 FEET TO AN
ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 89 DEGREES 43
MINUTES 03 SECONDS WEST ALONG SAID WEST LINE 93.00 FEET TO AN
ANGLE POINT IN SAID WEST LINE; THENCE NORTHEASTERLY ALONG A LINE
BEING A CURVE, CONCAVE NORTHEASTERLY, NOT TANGENT TO THE LAST
DESCRIBED COURSE, HAVING A RADIUS OF 116.38 FEET, A CHORD
BEARING OF NORTH 38 DEGREES 12 MINUTES 10 SECONDS EAST, A
CHORD LENGTH OF 143.11 FEET, AN ARC LENGTH OF 154.13 FEET;
THENCE NORTH 00 DEGREES 15 MINUTES 38 SECONDS EAST, TANGENT TO
THE LAST DESCRIBED COURSE, 103.93 FEET TO A POINT OF CURVATURE;
THENCE NORTHWESTERLY ALONG A LINE BEING A CURVE, CONCAVE
SOUTHWESTERLY, TANGENT TO THE LAST DECRIBED COURSE, HAVING A
RADIUS OF 116.39 FEET, A CHORD BEARING OF NORTH 37 DEGREES 40
MINUTES 50 SECONDS WEST, A CHORD LENGTH OF 143.12 FEET, AN
ANRC LENTH OF 154.15 FEET TO THE POINT OF BEGINNING, IN LAKE
COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT
REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE
SHOWN IN FEET AND DECIMALS THEREOF. THIS SUBDIVISION IS WITHIN THE
VILLAGE OF MUNDELEIN WHICH HAS ADOPTED AN OFFICIAL
COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS
AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS
5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE
FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE
FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170134 0366
J, MAP NUMBER 17031C0366J HAVING A REVISED DATE OF AUGUST 19,
2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS _____
DAY OF _____, 20 ____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2025

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2024

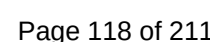
PROJ. NO.: 23.0146-01	2 OF 2	COMPASS SURVEYING LTD ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT	CLIENT	PROPERTY OWNER/DEVELOPER: Flaherty & Collins Properties 1 Indiana Square, Suite 300 Indianapolis, IN. 46204	DATE: 2-22-24	PC N/A	DRAWN BY CJC	CHECKED BY SK	BOOK N/A PG N/A	
			RESUBDIVISION OF LOTS 4 AND 5 VILLAGE HALL SUBDIVISION	Kimley»Horn		NO.	REVISIONS			DATE	BY
			Plaza Circle	© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM							

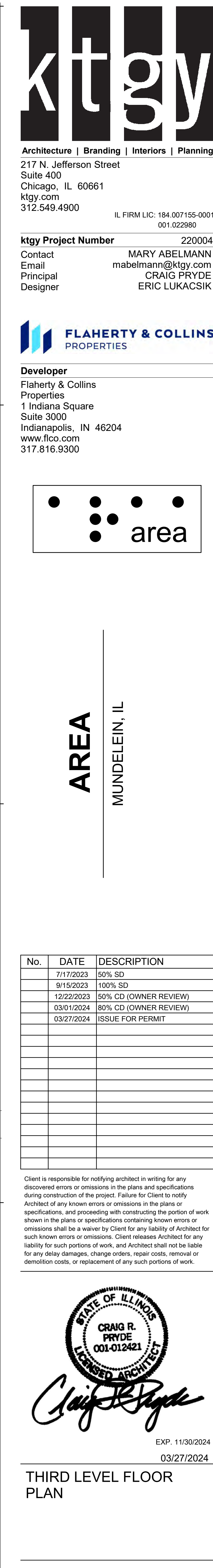
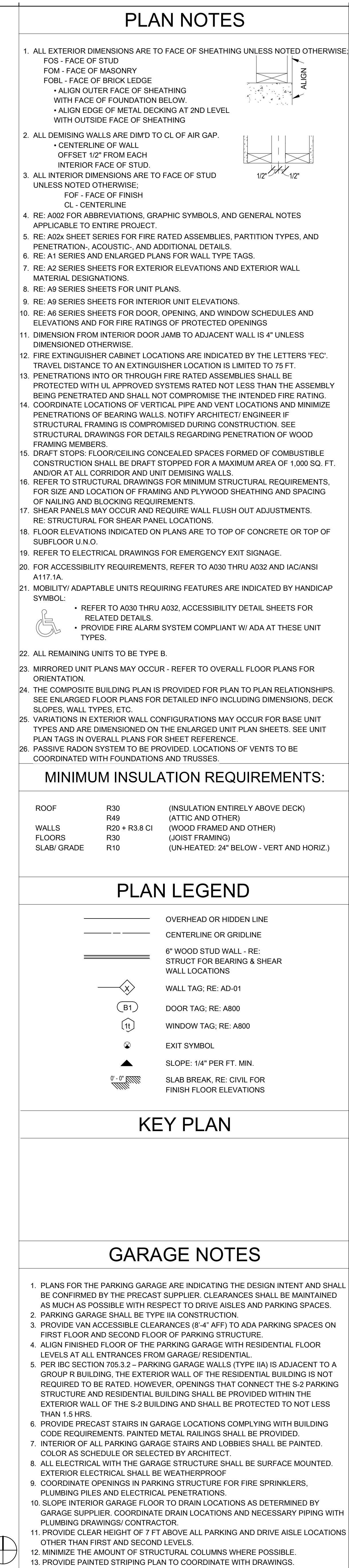


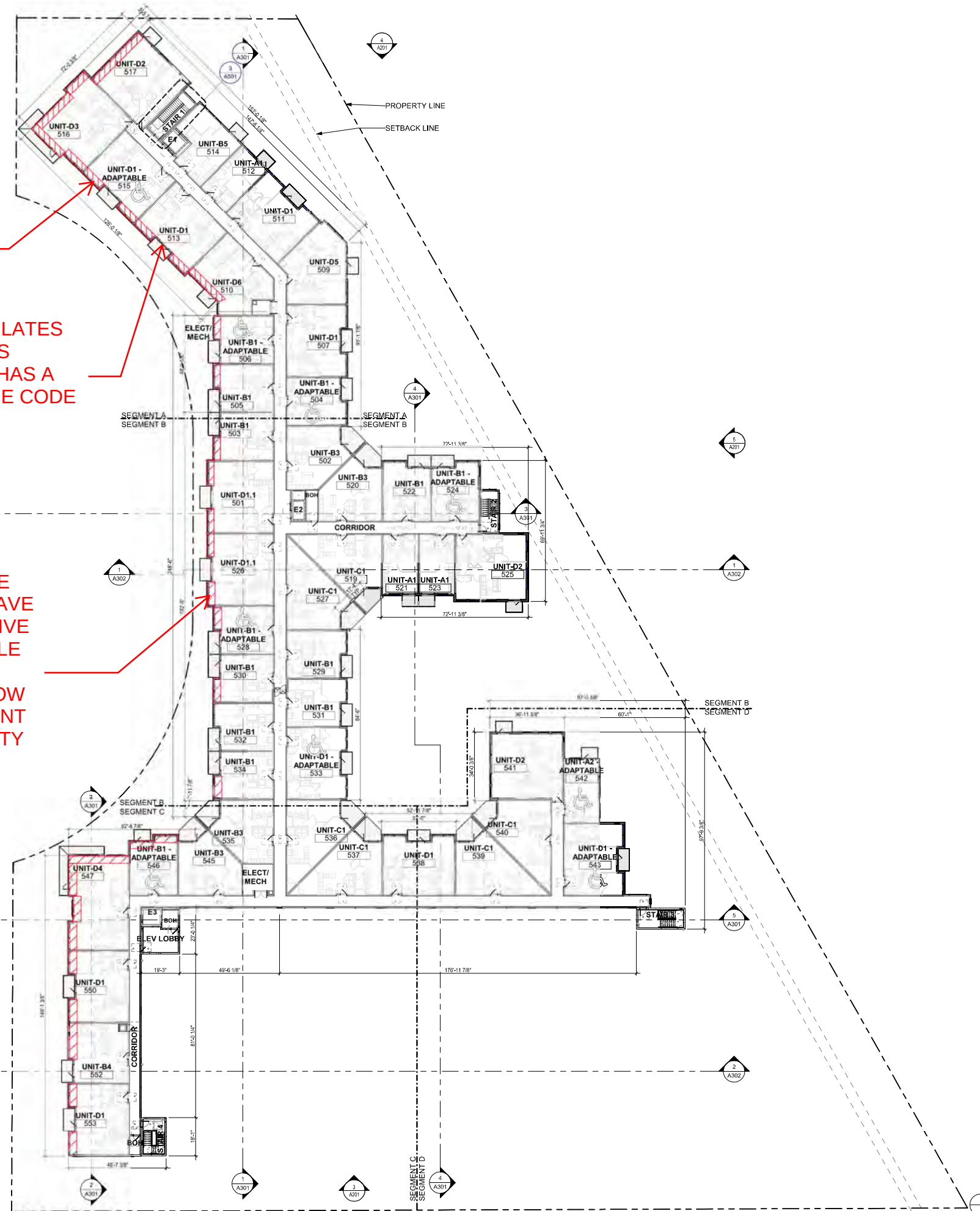
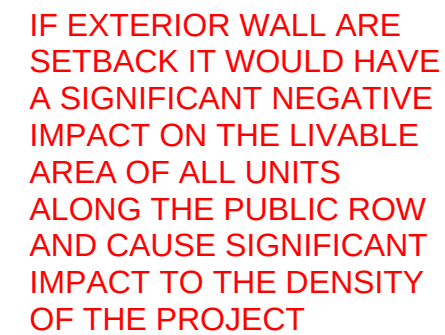
A101



SCALE:
3/64" = 1'-0"







BUILDING A - OVERALL - LEVEL 5

SCALE:
3/64" = 1'-

1. ALL EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING UNLESS NOTED OTHERWISE.
FOS - FACE OF STUD
FOM - FACE OF MASONRY
FOBL - FACE OF BLOCK EDGE
• ALIGN OUTER FACE OF SHEATHING WITH FACE OF FOUNDATION BELOW.
• ALIGN EDGE OF METAL DECKING AT 2ND LEVEL WITH OUTSIDE FACE OF SHEATHING

2. ALL DIMENSING WALLS ARE DIMED TO CL OF AIR GAP.
• CL - CENTERLINE OF WALL
• OFFSET 1/2" FROM EACH INTERIOR FACE OF STUD

3. ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
• FOR - FACE OF FINISH CL - CENTERLINE

4. RE: A002 FOR ABBREVIATIONS, GRAPHIC SYMBOLS, AND GENERAL NOTES APPLICABLE TO ENTIRE PROJECT.

5. RE: A026 SHEET SERIES FOR FIRE RATED ASSEMBLIES, PARTITION TYPES, AND PENETRATION, ACUSTIC, AND ADDITIONAL DETAILS.

6. RE: A1 SERIES AND ENLARGED PLANS FOR WALL TYPE TAGS.

7. RE: A2 SERIES SHEETS FOR EXTERIOR ELEVATIONS AND EXTERIOR WALL MATERIAL DESIGNATIONS.

8. RE: A3 SERIES SHEETS FOR UNIT PLANS.

9. RE: A5 SERIES SHEETS FOR INTERIOR UNIT ELEVATIONS.

10. RE: A6 SERIES SHEETS FOR DOOR, OPENING, AND WINDOW SCHEDULES AND ELEVATIONS AND FOR FIRE RATINGS OF PROTECTED OPENINGS.

11. DIMENSION FROM INTERIOR DOOR JAMB TO ADJACENT WALL IS 4" UNLESS DIMENSIONED OTHERWISE.

12. FIRE EXTINGUISHER CABINET LOCATIONS ARE INDICATED BY THE LETTERS "E", TRAVEL DISTANCE TO AN EXTINGUISHER LOCATION IS LIMITED TO 18 FT.

13. PENETRATIONS INTO OR THROUGH FIRE RATED ASSEMBLIES SHALL BE PROTECTED WITH UL APPROVED SYSTEMS RATED NOT LESS THAN THE ASSEMBLY BEING PENETRATED AND SHALL NOT COMPROMISE THE INTENDED FIRE RATING.

14. COORDINATE LOCATIONS OF VERTICAL PIPE AND VENT LOCATIONS AND MINIMIZE PENETRATIONS OF BEARING WALLS. NOTIFY ARCHITECT/ENGINEER IF STRUCTURAL FRAMING IS COMPROMISED DURING CONSTRUCTION. SEE STRUCTURAL DRAWINGS FOR DETAILS REGARDING PENETRATION OF WOOD FRAMING MEMBERS.

15. DRAFT COPS: FLOOR/CeILING CONCEALED SPACES FORMED OF COMBUSTIBLE CONSTRUCTION SHALL BE DRAFT STOPPED FOR A MAXIMUM AREA OF 1,000 SQ. FT. AND/OR AT ALL CORRIDOR AND UNIT DEMISING WALLS.

16. COORDINATE DRAWINGS FOR MINIMUM STRUCTURAL REQUIREMENTS, FOR SIZE AND LOCATION OF FRAMING AND PLYWOOD SHEATHING AND SPACING OF NAILING AND BLOCKING REQUIREMENTS.

17. SHEAR PANELS MAY OCCUR AND REQUIRE WALL FLUSH OUT ADJUSTMENTS. RE: STRUCTURAL FOR SHEAR PANEL LOCATIONS.

18. FLOOR ELEVATIONS INDICATED ON PLANS ARE TO TOP OF CONCRETE OR TOP OF SUBFLOOR U.N.O.

19. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY EXIT SIGNAGE.

20. FOR ACCESSIBILITY REQUIREMENTS, REFER TO A030 THRU A032 AND IAC/ANSI A117.1A.

21. MOBILITY/ADAPTABLE UNITS REQUIRING FEATURES ARE INDICATED BY HANDICAP SYMBOL:

- REFER TO A030 THRU A032, ACCESSIBILITY DETAIL SHEETS FOR RELATED DETAILS.
- PROVIDE FIRE ALARM SYSTEM COMPLIANT W/ ADA AT THESE UNIT TYPES.

22. ALL REMAINING UNITS TO BE TYPE B.

23. MIRRORRED UNIT PLANS MAY OCCUR - REFER TO OVERALL FLOOR PLANS FOR ORIENTATION.

24. THE COMPOSITE BUILDING PLAN IS PROVIDED FOR PLAN TO PLAN RELATIONSHIPS. SEE ENLARGED FLOOR PLANS FOR DETAILED INFO INCLUDING DIMENSIONS, DECK SLOPES, WALL TYPES, ETC.

25. VARIATIONS IN EXTERIOR WALL CONFIGURATIONS MAY OCCUR FOR BASE UNIT TYPES AND ARE DIMENSIONED ON THE ENLARGED UNIT PLAN SHEETS. SEE UNIT PLAN TAGS IN OVERALL FLOOR PLAN FOR REFERENCE.

26. PASSIVE RADON SYSTEM TO BE PROVIDED. LOCATIONS OF VENTS TO BE COORDINATED WITH FOUNDATIONS AND TRUSSES.

ROOF	R30	(INSULATION ENTIRELY ABOVE DECK)
	R49	(ATTIC AND OTHER)
WALLS	R20 + R3.8 CI	(WOOD FRAMED AND OTHER)
FLOORS	R30	(JOIST FRAMING)
SLAB/ GRADE	R10	(UN-HEATED: 24" BELOW - VERT AND HORIZ.)

	OVERHEAD OR HIDDEN LINE
	CENTERLINE OR GRIDLINE
	6" WOOD STUD WALL - RE: STRUCT FOR BEARING & SHEAR WALL LOCATIONS
	WALL TAG; RE: AD-01
	DOOR TAG; RE: A800
	WINDOW TAG; RE: A800
	EXIT SYMBOL
	SLOPE: 1/4" PER FT. MIN.
	SLAB BREAK; RE: CIVIL FOR FINISH FLOOR ELEVATIONS

[illegible]

Client is responsible for notifying architect in writing for any discovered errors or omissions in the plans and specifications during construction of the project. Failure for Client to notify Architect of any known errors or omissions in the plans or specifications, and proceeding with constructing the portion of work shown in the plans or specifications containing known errors or omissions shall be a waiver by Client for any liability of Architect for such known errors or omissions. Client releases Architect for any liability for such portions of work, and Architect shall not be liable for any delay damages, change orders, repair costs, removal or demolition costs, or replacement of any such portions of work.



Craig B. Rydell

FIFTH LEVEL FLOOR
PLAN



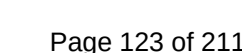
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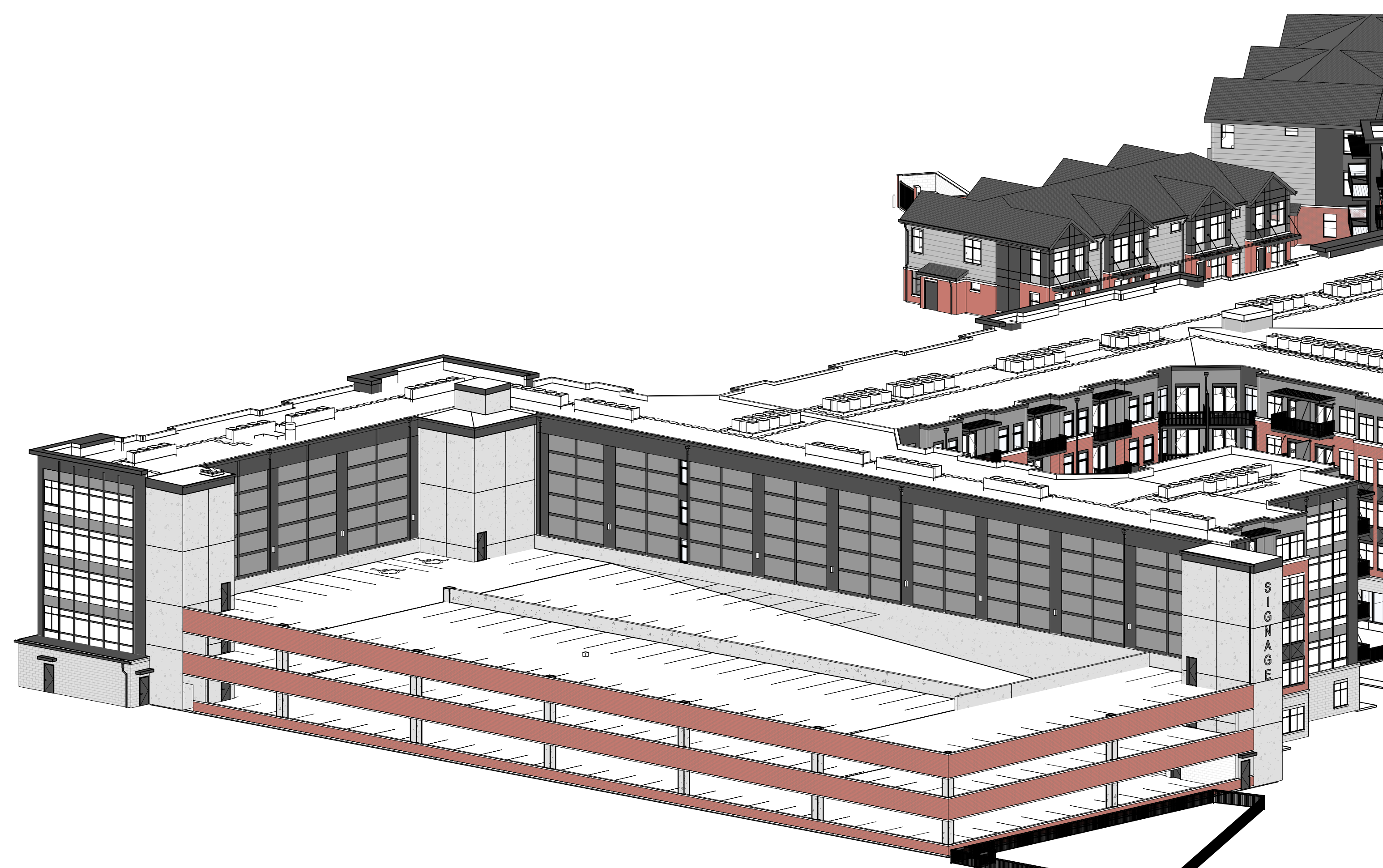
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2



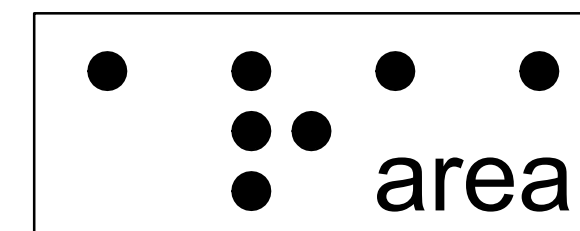
1





Developer

Developer:
Flaherty & Collins
Properties
1 Indiana Square
Suite 3000
Indianapolis, IN 46204
www.flco.com
317.816.9300



AREA

[illegible]

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Craig R. Rydke

EXP. 11/30/2024

03/27/2024

3D PERSPECTIVES

A211

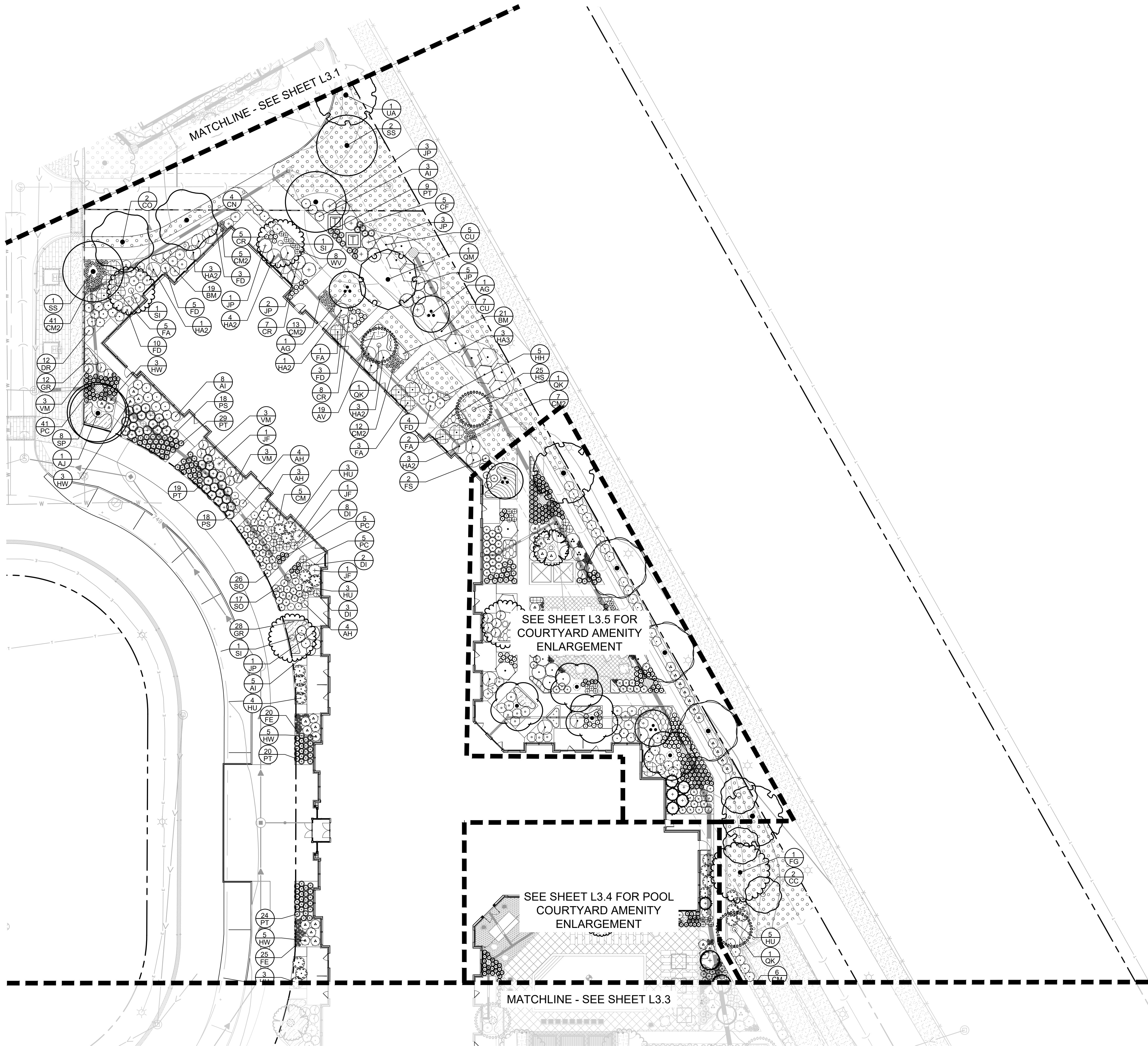
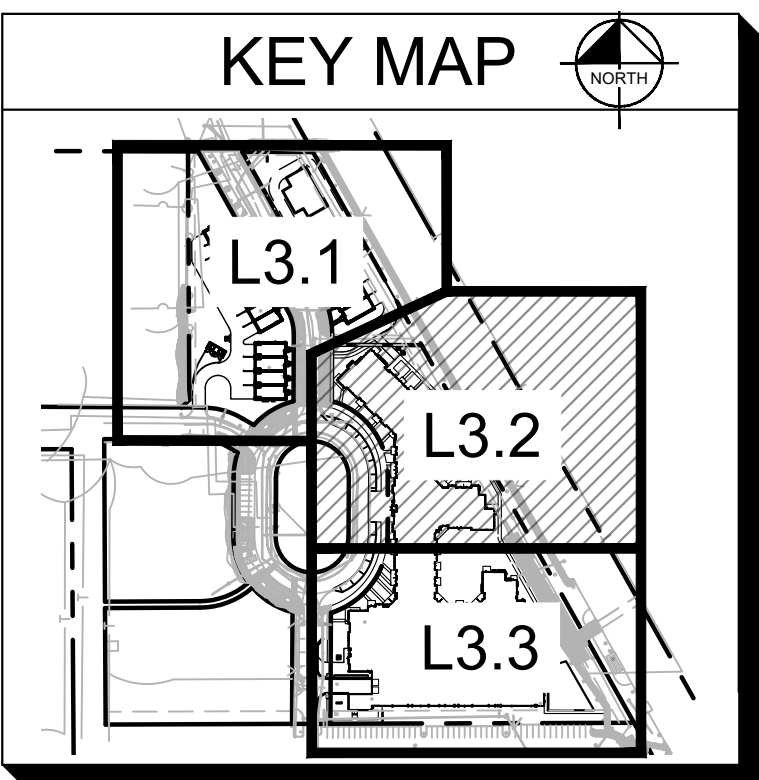
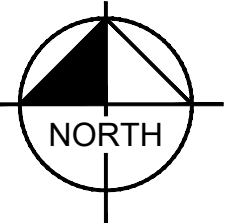
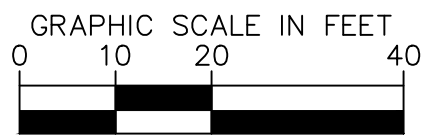
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03/27/24

LANDSCAPE PLAN

L3.2



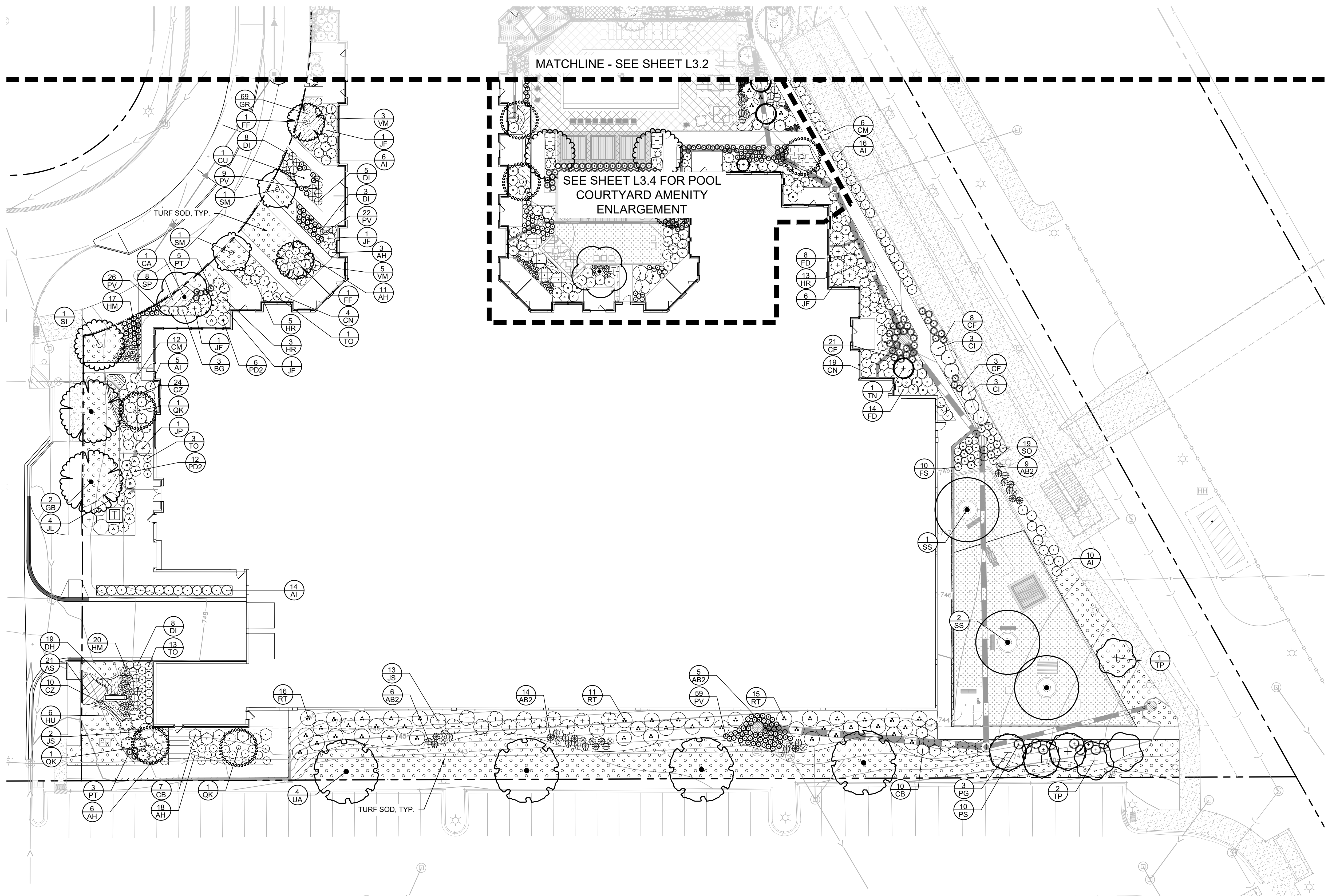
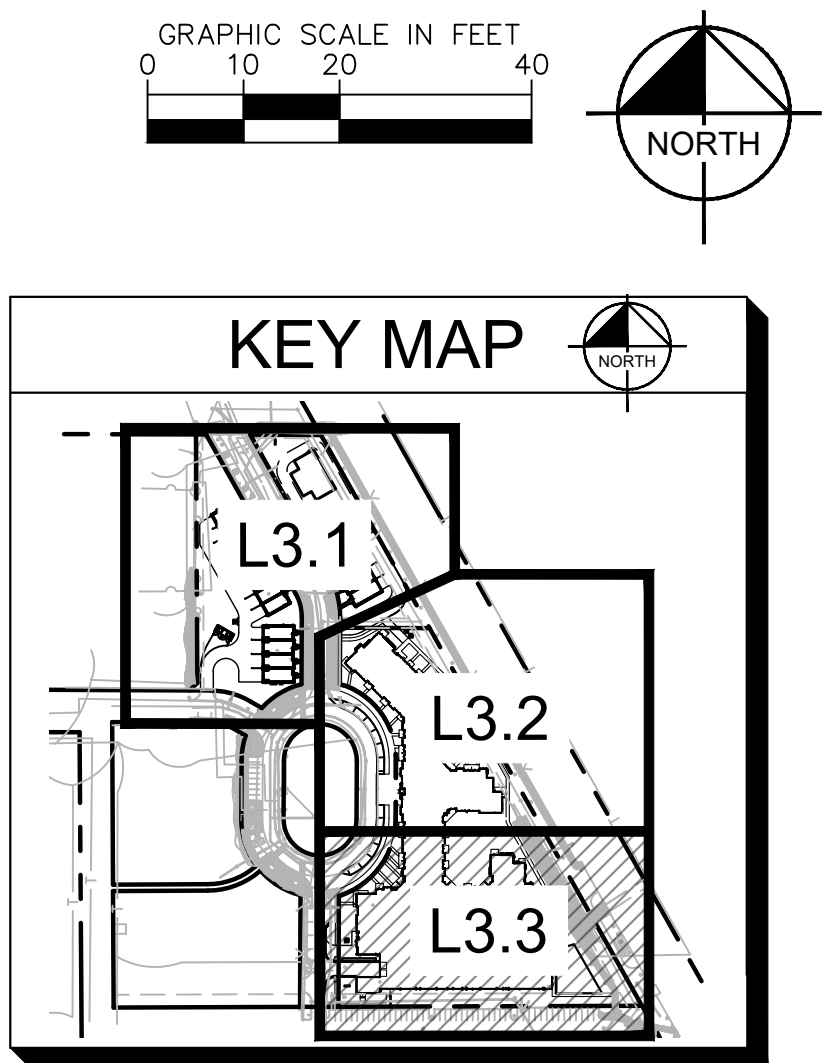
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03/27/24

LANDSCAPE PLAN

L3.3



[illegible]

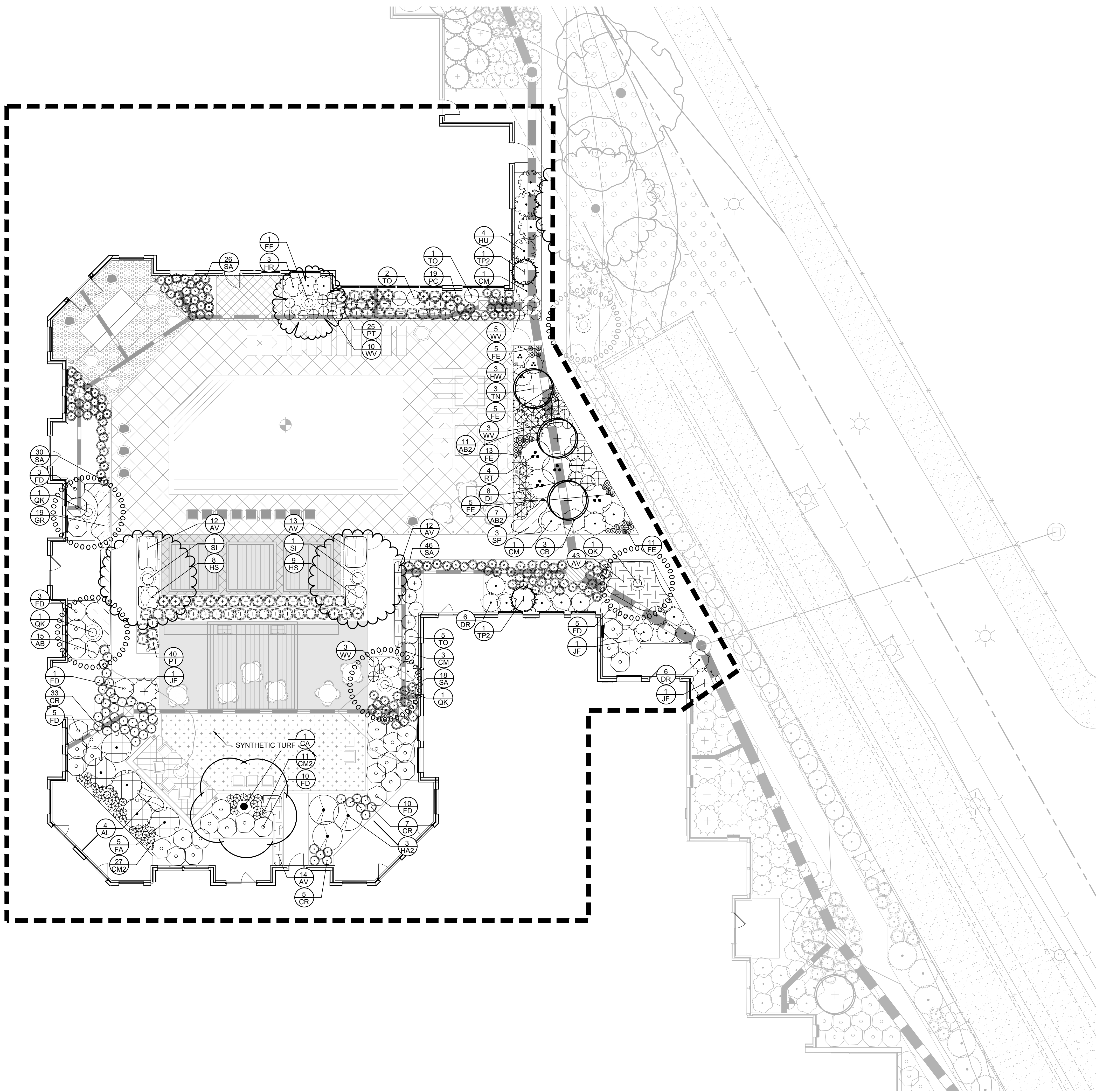
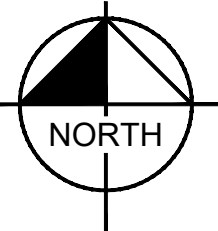
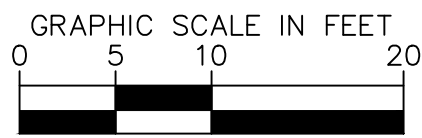
Client is responsible for notifying architect in writing for any discovered errors or omissions in the plans and specifications during construction of the project. Failure for Client to notify Architect of any known errors or omissions in the plans or specifications, and proceeding with constructing the portion of work shown in the plans or specifications containing known errors or omissions shall be a waiver by Client for any liability of Architect for such known errors or omissions. Client releases Architect for any liability for such portions of work, and Architect shall not be liable for any delay damages, change orders, repair costs, removal or demolition costs, or replacement of any such portions of work.

03/27/24

03/27/24

AMENITY
ENLARGEMENT -
POOL
COURTYARD

L3.4



To: Mayor and Board of Trustees

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

For: Village Board Meeting of July 8, 2024

Subject: New 1 Ton Dump Truck

Financial Impact:

\$138,000.00 - 520-48390-466 - Pickup Truck
\$11,026.00 - 100-47528-430 - Maintenance Materials Pickup Truck

Attachments:

1. FY25 Utilities 1-ton Memo
2. Exhibit A - Sutton Ford quote
3. Exhibit B - Monroe SL SF quote

Background:

The FY25 Budget provides for the purchase of a new 1-ton dump truck. This will be replacing Truck #103, which is beyond its useful service life. The cost of replacement is covered within the capital and operational budget.

Recommendation:

Motion to Adopt a Resolution and approve Purchase Order numbers 13874 for Sutton Ford and 13875 for Monroe Truck Equipment for the combined amount of \$149,026.00.

I hereby certify that the attached is an original of
Resolution No. R-24-07-36
that said Resolution was adopted on **July 8, 2024**,
that it was posted in the Village Hall commencing on
7/9/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-07-36

RESOLUTION WAIVING BIDS, ACCEPTING PROPOSALS, AND APPROVING PURCHASE ORDERS FOR A ONE TON DUMP TRUCK FROM SUTTON FORD; WAIVING BIDS AND AUTHORIZING PURCHASE ORDERS FOR THE PURCHASE AND INSTALLATION OF ADDITIONAL EQUIPMENT FROM MONROE TRUCK EQUIPMENT FOR THE COMBINED AMOUNT OF \$149,026.00

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 \$25,000.00 shall be competitively bid, except that such contract 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 then holding office; and

WHEREAS, Section 3.04.070 of the Mundelein Municipal Code provides that the Village shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the Village would be served thereby, and in the case of joint purchasing, the bid and proposal procedures shall not apply; and

WHEREAS, the FY2025 budget includes the purchase of a one-ton dump truck for the Public Works and Engineering Department; and

WHEREAS, the Northwest Municipal Conference Suburban Purchase Cooperative (SPC) provides the Village with the most cost-effective method to purchase the truck (Contract #227); and

WHEREAS, Public Works and Engineering obtained pricing through the joint purchase program for one Ford F-550 Service Body through the Sutton Ford of Matteson, Illinois; and

WHEREAS, Sutton Ford of Matteson, IL. has submitted a proposal for the vehicle for the total amount of \$55,520.00 (**Exhibit A**); and

WHEREAS, Monroe Truck Equipment, of Monroe, WI. submitted a proposal for equipment and installation for upfitting the Ford F-550 service body for the amount of \$93,506.00 (**Exhibit B**); and

WHEREAS, the Mundelein Village Board has determined that it is in the best interests of the Village to purchase the vehicles as proposed.

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 formal cooperative purchasing policy provided in Section 3.04.070 of the Mundelein Municipal Code shall be followed for the purchase of the vehicle.

SECTION II. The proposal submitted by Sutton Ford for a one-ton dump truck attached hereto as Exhibit A and the proposal submitted by Monroe Truck Equipment for upfitting attached hereto as **Exhibit B**, are accepted.

SECTION III. The Director of Public Works and Engineering, or his designee, is hereby authorized to issue purchase orders for the new vehicles including equipment in the amount of \$149,026.00.

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

MOVER: None

SECONDER: None

AYES: None

NAYS: None

ABSTAIN: None

President

ADOPTED: Monday, July 8, 2024

APPROVED: Monday, July 8, 2024

ATTEST:

Village Clerk

MEMORANDUM

To: Adam Boeche, P.E., CFM, Director of Public Works and Engineering
From: Dan Friberg, Vehicle Maintenance Supervisor
Date: June 18, 2024
Re: Public Works & Engineering Department Utilities Replacement Vehicle

The FY25 budget provides \$138,000.00 for the purchase of a new 1-ton dump truck. This will be replacing truck #103, which is beyond its useful service life and is in need of replacement. Due to the increased multi-season requirements of this vehicle, the additional upfitting forced the total cost over the proposed capital line item and we will be utilizing operational line items to cover the added cost. This additional expense can be handled within the amounts provided in MT MTLs PICK-UP TRUCKS (100-47528-430).

I have researched the Northwest Municipal Conference purchasing co-op, and Contract #227 provides for the Ford F-550 chassis required through Sutton Ford in Matteson, IL. Upfitting will be provided by Monroe Truck Equipment out of Monroe, WI.

Attached, you will find the order form from Sutton Ford, as well as a quote for the upfitting to be completed by Monroe Truck Equipment. The table below demonstrates the detailed cost allocation for the vehicle.

VEHICLE	520-48390-466	100-47528-430	TOTAL COST
#103	\$138,000.00	\$11,026.00	\$149,026.00

Please contact me if you have any questions regarding this item.

Dan Friberg
Vehicle Maintenance Supervisor



COMMERCIAL
& FLEET

SUTTON FORD INC.

21315 CENTRAL AVE.
MATTESON IL 60443

INVOICE # 23764

Tuesday, June 18, 2024

DATE

PURCHASER'S NAME

VILLAG EOF MUNDELEIN

STREET ADDRESS

801 ALLANSON ROAD

CITY

MUNDELEIN

STATE

IL

ZIP

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☒

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD	F550	CHASSIS	WHITE	ZL	ORDER
VIN NO.	MILES	SALES REP	0			
PRICE		\$55,347.00	TRADE-IN INFORMATION			
			MAKE OF USED VEHICLE			
			YEAR			
			MODEL			
			VEHICLE IDENT. NO.			
			MILEAGE			
			TRADE VALUE			
SUBTOTAL		\$55,347.00	FLEET SALES INFORMATION			
ELECTRONIC FILING FEE		\$0.00	ORDERING FIN			
DOCUMENTATION FEE		\$0.00	END USER FIN			
ILLINIOS SALES TAX 7.25%		\$0.00	SALES TYPE			
COUNTY TAX- COOK 1.00%		\$0.00	GPC DISCOUNT			
CITY OF CHICAGO TAX 1.25%		\$0.00	GPC REF #			
COOK COUNTY WHEEL TAX		\$0.00	56A/CPA DISCOUNT			
LICENSE, TRANSFER, TITLE		\$173.00	56M DISCOUNT			
EXTENDED SERVICE CONTRACT		\$0.00	RETAIL REBATE #			
TOTAL PRICE		\$55,520.00				
CASH DOWN PAYMENT		\$0.00				
REBATE		\$0.00				
TOTAL DOWN PAYMENT		\$0.00				
UNPAID CASH BALANCE DUE ON DELIVERY		\$55,520.00				

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby **THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.**

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

6/18/2024

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

6/18/2024



a brand of aebi schmidt



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

J.O. #

Quotation ID: 9KK1000389
Date: 6/6/2024
Valid thru: 7/6/2024
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:

F-550 SWAPLOADER & SNOWFIGHTER

Chassis Information

Year: 2024	Make: FORD	Model: F-550	Chassis Color: WHITE	Cab Type: REGULAR
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 169.0	Engine: GAS
			F.O. Number #:	Vin:

Notes:

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

Description	Amount
-------------	--------

SL-105 SWAPLOADER HOIST (10,500 LBS DUMP/LIFT CAPACITY)

- SLIDING JIB
- FIXED JIB HEIGHT 35-5/8"
- SLIDE THROUGH BODY LOCKS
- LARGE BEVELED REAR ROLLERS
- DUAL PIVOT REAR SECTION
- DUAL LIFT CYLINDERS
- NYLATRON SLIDE PADS
- LOW PRESSURE HYDRAULICS
- INTEGRAL DUAL COUNTER BALANCE VALVES
- RECOMMENDED FOR 10FT BODIES
- ** ROLLERS EXTENDED ON DUMP BODY FOR REMOVAL OF DUMP BODY WITH SPREADER **

10' CRYSTEEL STAINLESS BODY

- 3-4 YARD CAPACITY
- 36" FRONT HEIGHT
- 16" SIDE HEIGHT
- 26" TAILGATE
- SWAP LOADER APPLICATION
- WESTERN UNDERSTRUCTURE
- 7 GA LONGBEAMS
- 10 GA STAINLESS STEEL SIDES AND ENDS
- FMVSS LIGHT GROUP, CONSIST OF 3/4" LED MARKERS AND LED S/T/T LIGHTS ON REAR POST
- 3/16" AR STEEL FLOOR
- PAINTED WHITE

INCLUDED OPTIONS

- FLEET ENGINEERED POLY FENDERS
- 1/2" PLATE WITH 2.5" RECEIVER TUBE AND CHAIN SLOTS
- 7 WAY FLAT BLADE RV STYLE TRAILER PLUG
- SPRING LOADED SHOVEL HOLDER, SS
- 3 RUNG STAINLESS STEEL SLIDE OUT LADDER

10'6" VERSA-LINE WOOD PLATFORM

- * FOR SWAPLOADER APPLICATION *
- 2 X 6 TONGUE & GROOVE TREATED #1 DENSE SOUTHERN YELLOW PINE BOARDS,
- 6" X 10 GA. STEEL SIDES & END RAILS
- STAKE POCKETS SIZED TO FIT 2" X 4" LUMBER OR STAKES
- 4" 4.5# STRUCTURAL CHANNEL CROSS MEMBERS ON 12" CENTERS
- STRUCTURAL CHANNEL LONGITUDINALS GUSSETED TO EVERY CROSSMEMBER
- SLIDE OUT FOLD DOWN LADDER INSTALLED (CUSTOMER LOCATION)
- RUBBER MOUNTED CLEARANCE LIGHTS
- PAINTED BLACK
- RUBBER REAR FLAPS



Description	Amount
MTE/FORCE AMERICA HYDRAULICS PACKAGE (ELEC HOIST/BOSS PLOW W/ SMART HITCH (SPIN/AUG)) STAINLESS	
- MUNCIE PTO PUMP (FOR GAS ENGINE) - MANIFOLD VALVE ASSEMBLY - 13 GALLON CAPACITY STAINLESS STEEL HYDRAULIC RESERVOIR/ENCLOSURE WITH INTERNAL FILTER - FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG - FILTER CONDITION INDICATOR - WEATHER TIGHT COVER FOR RESERVOIR/ENCLOSURE MOUNTED ON FRAME RAIL - FORCE 5100EX GROUND BASED SPREADER CONTROL - SPREADER AUGER FEED BACK HARNESS - MISCELLANEOUS HOSES & FITTINGS - SUCTION STRAINER	
LIGHTS & ELECTRICAL	
- (8) WHELEN VTX609A STROBES (AMBER) * (2) MOUNTED IN FRONT GRILLE OF CHASSIS * (4) MOUNTED ON DUMP BODY REAR POST, (2) REAR & (2) SIDE FACING - (2) WHELEN R1LPPA MINI LIGHT BARS * (1) MOUNTED ON DUMP CABSHIELD WITH SELF LEVELING BRACKET * (1) MOUNTED ON BULKHEAD OF PLATFORM, RIGID MOUNT BRACKET - (2) L.E.D. WORK LIGHTS MOUNTED UNDER EACH REAR POST OF DUMP BODY FOR SPREADER LIGHTS - INSTALL BACKUP CAMERA	
MONROE UNDER-TAILGATE, GEAR BOX DRIVE SPREADER (MS966-OW/DD-GB)	
- SPEED SENSOR IN AUGER MOTOR FOR FEEDBACK - 7 GA. TROUGH - 1/4" END PLATES - FULL OPENING TOP AND BOTTOM CLEAN-OUT DOORS - 6" AUGER DIAMETER - DUAL DISCHARGE - STAINLESS STEEL QUICK DETACH MOUNTING BRACKETS - STAINLESS STEEL TAILGATE SHIELDS BOLTED TO TAILGATE - BARE STAINLESS FINISH (NOT PAINTED) - 18" POLY SPINNER DISC - SELF LEVELING SPINNER ASSEMBLY WITHOUT STABILIZER RODS - UNDERTAILGATE LED LIGHT BAR	
9' BOSS HEAVY-DUTY STEEL STRAIGHT BLADE SNOWPLOW	
- SMARTHITCH 2 - JOYSTICK CONTROL MOUNTED ON HEAD REST - SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY - ENCLOSED HYDRAULICS - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM - REINFORCED MOLDBOARD W/ DIAGONAL CROSS-BRACING - CAST-IRON PLOW SHOES - RUBBER SNOW DEFLECTOR - TWO-YEAR LIMITED WARRANTY	
Quote Total: \$93,506.00	
<u>** 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!</u>	
Down Payment Due Date: _____	
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: <i>Daniel Friberg</i>	Customer P.O. Number: FY25103 Date of Acceptance: 6/19/2024



. 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 0, 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 July 8, 2024

Subject: Community Solar - Agreement with E4, LLC

Financial Impact:

None

Attachments:

1. Village of Mundelein - E4 Community Solar Consulting Agreement

Background:

Recently, E4, LLC presented staff with an opportunity to receive electricity bill credits by participating in a Community Solar subscription. It is a zero-cost program for the Village where E4 sells our renewable energy credits to private firms that are building solar farms. As a member, we can expect a fixed monthly savings of 5-10%, approximately \$10,000-20,000 annually, given current usage.

Under the included consulting agreement, E4 will solicit and negotiate with project developers to secure the best subscription. Once secured, E4 will present the agreement to the Board for approval. Upon Board approval, an agreement is executed between the project developer and the Village. E4 receives compensation directly from the developer, so the agreement with E4 and the Village is at no cost. This is a similar structure to the Northern Illinois Municipal Electric Collaborative (NIMEC) in which the Village participates to procure energy for streetlights and large accounts.

Recommendation:

Motion to authorize the Director of Public Works and Engineering to sign a Professional Services Agreement to source Community Solar Subscriptions between E4, LLC, Downers Grove, IL, and the Village of Mundelein.



Community Solar Consulting Agreement

This Community Solar Consulting Agreement (this “Agreement”) is entered into on the ____ day of _____, 20__ (the “Effective Date”) by and between E4, LLC, an Illinois limited liability company (“E4”), having an address for notices of 3907 Saratoga Ave, Downers Grove, IL 60515, Telephone: (312) 285-3685, E-mail: js@e4.eco, Fax: (678) 212-5649, and _____, a _____ (“Client”), having an address of _____ Telephone: _____ E-mail: _____ (E4 and Client shall be collectively referred to as “Parties”).

As a duly authorized agent or officer of _____, I acknowledge and designate E4, LLC to be the exclusive representative and source of available Community Solar Subscriptions for our electricity accounts. In this role, E4, LLC will:

- Collect pertinent account information
- Quantify the value of a subscription
- Navigate the Customer approval process
- Source available Community Solar projects
- Solicit subscription offers from Community Solar Developers
- Negotiate and secure the best offers inclusive of discount rate, term length, and terms and conditions

Compensation

Client agrees and acknowledges that E4 will receive compensation for its efforts on behalf of Client directly from the Community Solar Developer(s).

Term

The term of this Agreement (the “Term”) is one (1) year, commencing on the Effective Date and will automatically renew for an additional one (1) year Term until canceled.

Termination

Either Party may terminate this agreement for any reason. However, termination shall become effective sixty (60) days after receipt of written notice of termination.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the Parties, written or oral.

Counterparts



Community Solar Consulting Agreement

This Agreement may be executed in one or more counterparts each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

Governing Law/Dispute Resolution

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules with the exclusive venue being the Circuit Court of DuPage County, Illinois.

Severability

If any part of this Agreement is held to be unenforceable by a court of competent jurisdiction, the rest of the Agreement will continue in full force and effect.

Notices

All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission with a return receipt requested.

No Joint Venture; No Assignment.

Nothing herein contained shall be deemed to constitute or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of E4 and the Client hereunder are individual and neither collective nor joint in nature. Neither party shall assign this agreement without the express advance written agreement of the other party.

Amendments; Binding Effect

This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest.

No Third Party Beneficiaries

This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns. There are no intended third party beneficiaries of this Agreement. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, other than expressly set forth herein.



Community Solar Consulting Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

(Client)

E4, LLC

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

To: Mayor and Board of Trustees

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

For: Village Board Meeting of July 8, 2024

Subject: Governing Body

Financial Impact:

\$941,219.07

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 June 25, 2024 and ending July 8, 2024 in the amount of \$941,219.07.



GOVERNING BODY

DISBURSEMENTS REPORT

JULY 8, 2024

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 10:18 07/02/24
 Fund: 100 CORPORATE
 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
Department: NON DEPARTMENTAL							
Program:							
Account: 100-11540-000		CASH ON HAND - EVENTS					
14149 CASH	2025	GRANDP-6.28.24	13917	1	N	06/28/24	310.00
Account: 100-26060-000		PAYROLL AGENCY W/H PAYABLE					
14301 DOBBERSTEIN LAW FIRM, LLC	2025	06282024	0	0	N	06/28/24	699.72
Remarks: Case No.		2022SC000895					
Account: 100-26080-000		HEALTH INSURANCE PAYABLE					
14237 INTERGOVERNMENTAL PERSONNEL	2025	07012024	13671	1	Y	07/08/24	347,976.78
Account: 100-32501-000		BUILDING PERMIT FEE					
99998 S&S REPAIR AND RESTORATION	2025	0662024	0	0	Y	06/06/24	35.00
Account: 100-34650-000		JULY 4 DONATIONS					
99998 PAK COMPUTER SERVICES	2025	06252024	0	0	Y	06/25/24	30.00
Totals for department							349,051.50
Department: 103 FOURTH OF JULY COMMISSION							
Program:							
Account: 100-46499-103		MISC PROFESSIONAL SERV					
660 DONNA'S CUSTOM FLOWERS	2025	008570	0	0	N	05/01/24	782.50
660 DONNA'S CUSTOM FLOWERS	2025	008571	0	0	N	05/01/24	210.00
8095 CROWN TROPHY	2025	24287	0	0	N	06/19/24	234.60
11197 BETTY HURMIS	2025	06162024	0	0	N	06/16/24	377.62
99998 CHARLOTTE ROBERTS	2025	06192024-02	0	0	Y	06/19/24	50.00
99998 JENNIFER BAHNA	2025	06192024-03	0	0	Y	06/19/24	50.00
99998 JENNY FEHRENBACHER	2025	06192024-05	0	0	Y	06/19/24	35.00
99998 ROBBIE ROBERTS	2025	06192024-01	0	0	Y	06/19/24	50.00
99998 SHERI PEKAR	2025	06192024-04	0	0	Y	06/19/24	35.00
Account: 100-46999-103		MISC OTHER SERVICES					
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36193	0	0	N	06/24/24	154.00
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36195	0	0	N	06/24/24	162.50
11197 BETTY HURMIS	2025	06162024	0	0	N	06/16/24	430.80
14192 ZAKER VIDEO PRODUCTIONS, INC.	2025	2084	0	0	N	06/26/24	450.00
Account: 100-47070-103		TOOLS/SUPPLIES					
8122 NAC SUPPLY, INC	2025	1-3628	0	0	N	06/20/24	111.00
13135 GRIMCO, INC	2025	32727563-01	0	0	N	06/18/24	293.49
14202 AMAZON CAPITAL SERVICES, INC.	2025	14GV-1VJ4- 6CTG	0	0	N	06/25/24	94.98
14202 AMAZON CAPITAL SERVICES, INC.	2025	1J1G-YPYK-YT71	0	0	N	06/15/24	202.72
Account: 100-47510-103		MT MTLs BLDGS & GROUNDS					
5642 3M COMPANY	2025	9429022423	0	0	N	06/10/24	546.00
13135 GRIMCO, INC	2025	32735903-01	0	0	N	06/19/24	235.64
Totals for department 103							4,505.85
Department: 108 ARTS COMMISSION							
Program:							

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Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

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Vendor Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Account: 100-46999-108								
6794	PROMOTIONAL PRODUCTS CO-OP LLC	2025	MISC OTHER SERVICES PPP-36175	0	0	N	06/13/24	353.75
Totals for department 108								-----353.75-----
Department: 111 EXECUTIVE								
Program:								
Account: 100-46340-111								
1105	IL MUNICIPAL LEAGUE	2025	CONV/SCHOOLS/MTGS CHECK REQUEST	0	0	N	06/17/24	325.00
1105	IL MUNICIPAL LEAGUE	2025	CHECKREQUEST-ES	0	0	N	06/27/24	325.00
Totals for department 111								-----650.00-----
Department: 201 ADMINISTRATIVE								
Program:								
Account: 100-46440-201								
14080	CIVICPLUS, LLC	2025	ORDINANCE CODIFICATION 298003	13871	1	N	06/01/24	8,899.28
Account: 100-46613-201								
6098	DE LAGE LANDEN FINCL SVCS INC	2025	MT COPIERS 82757877	0	0	N	07/01/24	347.00
6098	DE LAGE LANDEN FINCL SVCS INC	2025	82758578	0	0	N	07/01/24	533.32
Account: 100-47015-201								
14036	ODP BUSINESS SOLUTIONS, LLC	2025	OFFICE SUPPLIES 370290147001	0	0	N	06/05/24	47.98
Totals for department 201								-----9,827.58-----
Department: 202 ADMIN SERVICES								
Program:								
Account: 100-46415-202								
9523	OPENGOV, INC	2025	COMPUTER SOFTWARE SUPPORT INV13854	13859	1	N	06/10/24	85,000.00
Account: 100-47012-202								
8769	MNJ TECHNOLOGIES DIRECT	2025	COMPUTER SUPPLIES CINV004053952	13779	1	N	06/17/24	10,920.00
Totals for department 202								-----95,920.00-----
Department: 203 COMMUNITY DEVELOPEMENT								
Program:								
Account: 100-46901-203								
944	PADDOCK PUBLICATIONS INC.	2025	ADVERTISING 293134	13903	2	N	06/12/24	67.50
944	PADDOCK PUBLICATIONS INC.	2025	293916	13898	1	N	06/23/24	60.00
Totals for department 203								-----127.50-----
Department: 204 MARKETING								

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 Fund: 100 CORPORATE
 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
Program:							
Account: 100-46998-204							
6794		PROMOTIONAL PRODUCTS CO-OP LLC	2025	GENERAL MARKETING PPP-36175	0 0 N	06/13/24	353.75
Totals for department 204							353.75
Department: 205 HUMAN RESOURCES							
Program:							
Account: 100-46499-205							
13210		PAYLOCITY CORP	2025	MISCELLANEOUS PROFESSIONAL SER 2113354 13672	1 N	06/21/24	5,421.28
Account: 100-46901-205							
7790		BLUE LINE	2025	ADVERTISING 46628	0 0 N	06/28/24	250.00
Account: 100-46904-205							
7444		ADVOCATE HEALTH-HOSPITALS CORP	2025	PHYSICAL EXAMS 853117	0 0 N	06/07/24	154.00
7444		ADVOCATE HEALTH-HOSPITALS CORP	2025	858147	0 0 N	06/07/24	108.00
7444		ADVOCATE HEALTH-HOSPITALS CORP	2025	858267	0 0 N	06/07/24	112.00
Totals for department 205							6,045.28
Department: 231 FINANCE - ADMINISTRATION							
Program:							
Account: 100-46305-231							
217		GOVERNMENT FINANCE	2025	PROFESSIONAL DUES 135345001	0 0 N	06/17/24	250.00
Account: 100-46402-231							
944		PADDOCK PUBLICATIONS INC.	2025	MUNICIPAL AUDIT 293649	0 0 N	06/19/24	64.40
12525		LAUTERBACH & AMEN, LLP	2025	92087	0 0 N	06/07/24	950.00
Account: 100-46999-231							
11187		ROBERT HALF	2025	MISC OTHER SERVICES 63741541	0 0 N	06/20/24	1,770.00
Account: 100-47015-231							
14036		ODP BUSINESS SOLUTIONS, LLC	2025	OFFICE SUPPLIES 368520552001	0 0 N	05/31/24	207.92
14036		ODP BUSINESS SOLUTIONS, LLC	2025	369227495001	0 0 N	06/14/24	-207.92
14036		ODP BUSINESS SOLUTIONS, LLC	2025	369264440001	0 0 N	06/11/24	207.92
14300		DELUXE	2025	9005076356	0 0 N	06/22/24	688.88
Totals for department 231							3,931.20
Department: 240 LEGAL							
Program:							
Account: 100-46403-240							
7575		LALUZERNE & SMITH, LTD.	2025	PROSECUTING ATTORNEY PD - MAY 2024 13591	1 N	05/01/24	14,056.25
Account: 100-46404-240							
11010		ZUKOWSKI ROGERS FLOOD MCARDLE	2025	SPECIAL COUNSEL 169068 13870	1 N	06/13/24	9,250.00
11010		ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169069	0 0 N	06/13/24	300.00

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Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

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Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
11010 ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169070	0	0	N	06/13/24	300.00
11010 ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169071	0	0	N	06/13/24	950.00
Account: 100-46499-240		MISC PROFESSIONAL SERV					
4288 JOAN VASQUEZ	2025	05142024	0	0	N	05/14/24	300.00
4288 JOAN VASQUEZ	2025	06112024	0	0	N	06/11/24	300.00
Totals for department 240							25,456.25
Department: 260 CAPITAL PROJECTS							
Program:							
Account: 100-48299-260		OTHER BLDG/FACILITIES					
11285 D&B POWER ASSOCIATES, INC	2025	034026	13745	1	N	06/18/24	18,725.00
11285 D&B POWER ASSOCIATES, INC	2025	034026	0	0	N	06/18/24	307.74
Account: 100-48799-260		OTHER INFRASTRUCTURE IMPR					
13610 ENCAP INC.	2025	10099	13839	1	N	05/28/24	1,400.00
Totals for department 260							20,432.74
Department: 281 BUILDING - ADMINISTRATION							
Program:							
Account: 100-46511-281		ELEVATOR INSPECTION					
2210 THOMPSON ELEVATOR	2025	24-1076	0	0	N	05/29/24	86.00
2210 THOMPSON ELEVATOR	2025	24-1145	0	0	N	06/07/24	129.00
2210 THOMPSON ELEVATOR	2025	24-1178	0	0	N	06/12/24	200.00
2210 THOMPSON ELEVATOR	2025	24-1193	0	0	N	06/13/24	43.00
Account: 100-47120-281		CLOTHING ALLOWANCE					
205 CUTLER WORKWEAR	2025	PS-INV035244	0	0	N	06/10/24	67.47
Account: 100-47140-281		SAFETY SHOES & GLASSES					
205 CUTLER WORKWEAR	2025	PS-INV035241	0	0	N	06/10/24	161.95
Totals for department 281							687.42
Department: 301 POLICE - ADMINISTRATION							
Program:							
Account: 100-46305-301		PROFESSIONAL DUES					
3250 NORTHERN IL POLICE ALARM SYS	2025	15418	13892	1	N	05/31/24	140.00
Account: 100-46340-301		CONV/SCHOOLS/MTGS					
7885 JASON SEELEY	2025	CALEA REIMBURSE	13891	1	N	06/19/24	378.95
7885 JASON SEELEY	2025	IACP REIMBURSE	13890	1	N	06/19/24	573.90
Account: 100-46410-301		CONSULTING SERVICES					
7152 LAKE COUNTY STATE'S	2025	2024-13	13587	1	N	07/01/24	4,995.00
Account: 100-46499-301		MISC PROFESSIONAL SERV					
4242 LAKE COUNTY HEALTH DEPT.	2025	27204	13873	2	N	05/01/24	25.00
4242 LAKE COUNTY HEALTH DEPT.	2025	27478	13873	1	N	06/12/24	25.00

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4242	LAKE COUNTY HEALTH DEPT.	2025	27478	13873	2	N	06/12/24	.00
4288	JOAN VASQUEZ	2025	062524	13906	1	N	06/25/24	150.00
Account: 100-46902-301 EMPLOYEES AWARDS								
365	BROGAN'S AWARDS & SPORTSWEAR	2025	062024	13790	1	N	06/20/24	56.00
Account: 100-46903-301 LAUNDRY SERVICES								
4798	MASTER CLEANERS	2025	PD - MAY 2024	13893	1	N	05/01/24	172.35
Account: 100-47020-301 PRISONER'S BOARD								
14022	MCDONALD'S #4532	2025	PD MAY 2024	13882	1	N	05/01/24	8.97
Account: 100-47120-301 CLOTHING ALLOWANCE								
8111	ANN WATSON	2025	CLOTHING ALLOWA	13885	1	N	06/16/24	250.00
Totals for department 301								6,775.17
Department: 303 POLICE - COMMUNITY SERV.								
Program:								
Account: 100-46372-303 PREVENTION EDUCATION MTLS								
14202	AMAZON CAPITAL SERVICES, INC.	2025	1QLQ-FJXV-CVJG	13895	1	N	06/22/24	35.56
Totals for department 303								35.56
Department: 304 POLICE - INVESTIGATIONS								
Program:								
Account: 100-47524-304 MT MTLS PATROL VEHICLES								
3349	SECRETARY OF STATE	2025	PLATE #2316006	13910	1	N	06/05/24	151.00
Totals for department 304								151.00
Department: 305 POLICE - PATROL								
Program:								
Account: 100-46340-305 CONV/SCHOOLS/MTGS								
185	COLLEGE OF DUPAGE	2025	16287	13909	1	N	06/26/24	4,696.00
1665	NORTH EAST MULTI-REGIONAL	2025	356352	13594	1	N	06/18/24	800.00
1665	NORTH EAST MULTI-REGIONAL	2025	356403	13599	1	N	06/18/24	195.00
1665	NORTH EAST MULTI-REGIONAL	2025	356438	13600	1	N	06/18/24	200.00
1665	NORTH EAST MULTI-REGIONAL	2025	356504	13624	1	N	06/18/24	125.00
1665	NORTH EAST MULTI-REGIONAL	2025	356535	13623	1	N	06/18/24	650.00
1665	NORTH EAST MULTI-REGIONAL	2025	356720	13796	1	N	06/18/24	325.00
Account: 100-46903-305 LAUNDRY SERVICES								
4798	MASTER CLEANERS	2025	PD - MAY 2024	13893	2	N	05/01/24	140.70
Account: 100-47011-305 COMPUTER PROGRAMS								
5279	AXON ENTERPRISE, INC	2025	INUS257144	13575	1	N	06/15/24	89,944.42
5279	AXON ENTERPRISE, INC	2025	INUS257450	13575	1	N	06/15/24	9,752.31
Account: 100-47099-305 MISC SUPPLIES								
3174	PARTNERS AND PAWS	2025	136190	13880	1	N	06/10/24	176.16

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14202	2025	1WPL-PGDR-1FT7	13888	1	N	06/20/24	43.39
14298	2025	148939	13907	1	N	06/19/24	140.00
Account: 100-47120-305 CLOTHING ALLOWANCE							
10310	2025	131681	13878	1	N	06/04/24	80.00
10310	2025	131682	13877	1	N	06/04/24	57.00
10310	2025	131682	13877	2	N	06/04/24	.00
10310	2025	131683	13606	1	N	06/04/24	903.40
10310	2025	132186	13877	2	N	06/18/24	76.00
Totals for department 305							108,304.38
Department: 321 FIRE - ADMINISTRATION							
Program:							
Account: 100-46620-321 MT BUILDING & GROUNDS							
6449	2025	28402	0	0	N	05/22/24	720.95
6449	2025	28848	0	0	N	06/04/24	620.00
Account: 100-47012-321 COMPUTER SUPPLIES							
8769	2025	CINV004053952	13779	1	N	06/17/24	3,000.00
14036	2025	369226284001	0	0	N	06/11/24	4.12
Account: 100-47015-321 OFFICE SUPPLIES							
14036	2025	369222811001	0	0	N	06/20/24	47.98
Account: 100-47510-321 MT MTLs BLDGS & GROUNDS							
8305	2025	8023153	0	0	N	05/28/24	99.88
Totals for department 321							4,492.93
Department: 323 FIRE - FIRE OPERATIONS							
Program:							
Account: 100-46371-323 TRAINING SUPPLIES							
8305	2025	3011073	0	0	N	06/12/24	69.96
Account: 100-46417-323 CONTRACTUAL FF/PARAMEDICS							
1422	2025	24-214420	13659	1	N	06/12/24	42,436.50
Totals for department 323							42,506.46
Department: 324 FIRE - RESQUE OPERATIONS							
Program:							
Account: 100-47040-324 TRAUMA UNIT SUPPLIES							
8754	2025	559374	0	0	N	06/11/24	169.34
Account: 100-47130-324 SCUBA EQUIPMNT							
1962	2025	703	0	0	N	06/13/24	626.69
Totals for department 324							796.03
Department: 325 FIRE - EMERGENCY DISASTER							

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Program:							
Account: 100-46371-325 TRAINING SUPPLIES							
14124 MONICA MUELLER	2025	CHECK REQ 6-24	0	0	N	06/19/24	228.04
Remarks:		CHECK REQUEST					
Totals for department 325							-----228.04
Department: 410 PUBLIC WORKS ADMIN							
Program:							
Account: 100-46340-410 CONV/SCHOOLS/MTGS							
3074 ILLINOIS SECTION	2025	200089655	0	0	N	06/04/24	140.00
Account: 100-46410-410 CONSULTING SERVICES							
857 GEWALT HAMILTON ASSOC INC	2025	4485.036-1 13773		1	N	06/13/24	4,818.04
Account: 100-46613-410 MT COPIERS							
11745 IMAGING ESSENTIALS INC	2025	CONTINV008497	0	0	N	06/13/24	250.00
Account: 100-47120-410 CLOTHING ALLOWANCE							
1965 ROGAN SHOES INC.	2025	469339	0	0	N	06/24/24	136.00
Totals for department 410							-----5,344.04
Department: 420 FACILITY MAINTENANCE							
Program:							
Account: 100-46510-420 CUSTODIAL SERVICE							
5008 BEST QUALITY FACILITY SRV, LLC	2025	50274 13640		1	N	06/20/24	5,350.00
Account: 100-46599-420 MISC PROPERTY SERVICES							
7983 OTIS ELEVATOR COMPANY	2025	100401553731 13818		1	N	05/13/24	4,072.68
Account: 100-46620-420 MT BUILDING & GROUNDS							
3910 ANDERSON PEST SOLUTIONS	2025	62971392	0	0	N	07/07/24	66.95
6664 CONVERGINT TECHNOLOGIES	2025	IN00192703	0	0	N	05/20/24	592.00
10960 WILLOW ELECTRICAL SUPPLY	2025	S2425723.001	0	0	N	06/18/24	1,920.39
14002 GREAT OAKS LANDSCAPING, INC	2025	INV-5284	0	0	N	05/31/24	191.67
14002 GREAT OAKS LANDSCAPING, INC	2025	INV-5285	0	0	N	05/29/24	560.00
14074 D. NORTHERN ELECTRIC INC.	2025	2175 13897		1	N	06/14/24	2,600.00
Account: 100-46899-420 MISC COMMUNITY SERVICE							
105 ACE HARDWARE OF LIBERTYVILLE	2025	84519/6	0	0	N	06/13/24	62.99
105 ACE HARDWARE OF LIBERTYVILLE	2025	84545/6	0	0	N	06/17/24	13.46
4005 CONNEXION	2025	S1999607.001	0	0	N	06/17/24	554.17
8305 HOME DEPOT CREDIT SVCS.	2025	8023304	0	0	N	06/17/24	6.90
8305 HOME DEPOT CREDIT SVCS.	2025	9010679	0	0	N	06/06/24	80.94
8305 HOME DEPOT CREDIT SVCS.	2025	972455	0	0	N	05/16/24	985.60
8442 MENARD, INC	2025	17989	0	0	N	06/18/24	24.18
Account: 100-47030-420 JANITORIAL SUPPLIES							
2144 SUPERIOR INDUSTRY SUPPLY	2025	203580	0	0	N	06/03/24	1,933.28
2144 SUPERIOR INDUSTRY SUPPLY	2025	203582	0	0	N	06/03/24	1,194.52
2144 SUPERIOR INDUSTRY SUPPLY	2025	203949	0	0	N	06/13/24	101.56
Account: 100-47070-420 TOOLS/SUPPLIES							

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105	ACE HARDWARE OF LIBERTYVILLE	2025	084151/6	0	0	N	05/03/24	37.78
105	ACE HARDWARE OF LIBERTYVILLE	2025	084261/6	0	0	N	05/17/24	19.78
8305	HOME DEPOT CREDIT SVCS.	2025	0010610	0	0	N	06/05/24	79.97
8305	HOME DEPOT CREDIT SVCS.	2025	0212700	0	0	N	06/05/24	-49.97
8305	HOME DEPOT CREDIT SVCS.	2025	1010524	0	0	N	06/04/24	49.97
8305	HOME DEPOT CREDIT SVCS.	2025	1023392	0	0	N	06/24/24	481.41
8305	HOME DEPOT CREDIT SVCS.	2025	1972427	0	0	N	05/15/24	179.00
8305	HOME DEPOT CREDIT SVCS.	2025	2685025	0	0	N	05/24/24	143.96
8305	HOME DEPOT CREDIT SVCS.	2025	3015251	0	0	N	05/23/24	4.47
8305	HOME DEPOT CREDIT SVCS.	2025	7010090	0	0	N	05/29/24	33.95
Account: 100-47510-420			MT MTLS BLDGS & GROUNDS					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84424/6	0	0	N	06/04/24	17.75
105	ACE HARDWARE OF LIBERTYVILLE	2025	84440/6	0	0	N	06/05/24	22.60
105	ACE HARDWARE OF LIBERTYVILLE	2025	84446/6	0	0	N	06/06/24	11.69
105	ACE HARDWARE OF LIBERTYVILLE	2025	84462/6	0	0	N	06/07/24	46.77
105	ACE HARDWARE OF LIBERTYVILLE	2025	84478/6	0	0	N	06/10/24	4.35
105	ACE HARDWARE OF LIBERTYVILLE	2025	84560/6	0	0	N	06/18/24	2.25
1385	MGN LOCK-KEY & SAFES INC.	2025	638970	0	0	N	05/08/24	57.00
6158	CUMMINS SALES AND SERVICE	2025	F2-54844	0	0	N	05/29/24	987.22
6158	CUMMINS SALES AND SERVICE	2025	F2-55045	0	0	N	05/30/24	1,024.25
6158	CUMMINS SALES AND SERVICE	2025	F2-55416	0	0	N	06/04/24	-949.25
8305	HOME DEPOT CREDIT SVCS.	2025	1010523	0	0	N	06/04/24	19.11
8305	HOME DEPOT CREDIT SVCS.	2025	2010463	0	0	N	06/03/24	35.58
8305	HOME DEPOT CREDIT SVCS.	2025	2015374	0	0	N	05/24/24	19.76
8305	HOME DEPOT CREDIT SVCS.	2025	3015250	0	0	N	05/23/24	45.10
8305	HOME DEPOT CREDIT SVCS.	2025	5023046	0	0	N	05/21/24	213.86
8705	TRANE U.S. INC.	2025	16820388	0	0	N	05/28/24	1,310.52
8705	TRANE U.S. INC.	2025	16896582	0	0	N	06/06/24	470.40
Account: 100-47549-420			MT MTLS STREET LITES					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84186/6	0	0	N	05/08/24	24.29
Totals for department 420								24,654.86
Department: 430 VEHICLE MAINTENANCE								
Program:								
Account: 100-46640-430			MT ADMIN VEHICLES					
219	GRAHAM ENTERPRISE INC.	2025	2024-045	0	0	N	06/17/24	900.00
Account: 100-46699-430			MISC MAINTENANCE SERVICE					
2187	SYN-TECH SYSTEMS	2025	296362	0	0	N	06/13/24	42.00
Account: 100-47070-430			TOOLS/SUPPLIES					
4778	NAPA LIBERTYVILLE	2025	942333	0	0	N	06/06/24	29.50
13655	LAWSON PRODUCTS, INC.	2025	9311591930	0	0	N	06/04/24	43.47
13655	LAWSON PRODUCTS, INC.	2025	9311625083	0	0	N	06/17/24	223.34
13655	LAWSON PRODUCTS, INC.	2025	9311631993	0	0	N	06/19/24	73.86
14202	AMAZON CAPITAL SERVICES, INC.	2025	1HDV-1YKF-4N6T	0	0	N	06/20/24	6.87
Account: 100-47080-430			CHEMICAL SUPPLIES					
1947	RILCO, INC.	2025	519282	0	0	N	06/26/24	385.00
Account: 100-47120-430			CLOTHING ALLOWANCE					

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205	CUTLER WORKWEAR	2025	PS-INV035256	0	0	N	06/11/24	67.47
1965	ROGAN SHOES INC.	2025	468431	0	0	N	06/07/24	204.00
Account: 100-47440-430 GASOLINE								
8305	HOME DEPOT CREDIT SVCS.	2025	1010509	0	0	N	06/04/24	97.94
8305	HOME DEPOT CREDIT SVCS.	2025	6011562	0	0	N	06/19/24	97.94
Account: 100-47520-430 MT MTLS ADMIN VEHICLES								
4778	NAPA LIBERTYVILLE	2025	944083	0	0	N	06/19/24	23.97
Account: 100-47521-430 MT MTLS INSP VEHICLES								
105	ACE HARDWARE OF LIBERTYVILLE	2025	84552/6	0	0	N	06/17/24	30.33
1322	AUTO-WARES-ILLINOIS	2025	437-483076	0	0	N	06/07/24	25.90
4778	NAPA LIBERTYVILLE	2025	940512	0	0	N	05/22/24	368.08
4778	NAPA LIBERTYVILLE	2025	942412	0	0	N	06/06/24	212.99
Account: 100-47523-430 MT MTLS FIRE APPARATUS								
105	ACE HARDWARE OF LIBERTYVILLE	2025	84558/6	0	0	N	06/18/24	15.09
1322	AUTO-WARES-ILLINOIS	2025	437-483271	0	0	N	06/11/24	8.19
1410	MCMASTER CARR SUPPLY CO	2025	28551143	0	0	N	06/12/24	22.71
1410	MCMASTER CARR SUPPLY CO	2025	28561382	0	0	N	06/12/24	33.71
4561	FIRE SERVICE INC	2025	WI-13883	0	0	N	06/05/24	600.58
4561	FIRE SERVICE INC	2025	WI-13913	0	0	N	06/06/24	151.82
4561	FIRE SERVICE INC	2025	WI-13951	0	0	N	06/10/24	434.46
4561	FIRE SERVICE INC	2025	WI-13956	0	0	N	06/10/24	271.81
4778	NAPA LIBERTYVILLE	2025	941074	0	0	N	05/28/24	91.36
4778	NAPA LIBERTYVILLE	2025	942360	0	0	N	06/06/24	468.52
4778	NAPA LIBERTYVILLE	2025	942531	0	0	N	06/07/24	70.19
4778	NAPA LIBERTYVILLE	2025	942539	0	0	N	06/07/24	39.72
4778	NAPA LIBERTYVILLE	2025	942690	0	0	N	06/10/24	23.32
4778	NAPA LIBERTYVILLE	2025	942990	0	0	N	06/11/24	30.52
4778	NAPA LIBERTYVILLE	2025	943202	0	0	N	06/12/24	79.04
4778	NAPA LIBERTYVILLE	2025	944028	0	0	N	06/19/24	22.90
5651	HAVEY COMMUNICATIONS INC.	2025	13316	0	0	N	06/12/24	137.90
6158	CUMMINS SALES AND SERVICE	2025	F2-56496	0	0	N	06/13/24	126.10
8926	UL LLC	2025	72020576731	0	0	N	05/31/24	48.00
14208	REAL WHEELS RWC CORP.	2025	275210	0	0	N	06/11/24	38.33
14208	REAL WHEELS RWC CORP.	2025	PCM09002	0	0	N	06/12/24	-1.47
Account: 100-47524-430 MT MTLS PATROL VEHICLES								
105	ACE HARDWARE OF LIBERTYVILLE	2025	84563/6	0	0	N	06/19/24	27.48
105	ACE HARDWARE OF LIBERTYVILLE	2025	84575/6	0	0	N	06/20/24	6.57
4778	NAPA LIBERTYVILLE	2025	943276	0	0	N	06/13/24	193.49
4778	NAPA LIBERTYVILLE	2025	943948	0	0	N	06/18/24	30.99
4778	NAPA LIBERTYVILLE	2025	944125	0	0	N	06/19/24	180.76
4778	NAPA LIBERTYVILLE	2025	944602	0	0	N	06/24/24	17.67
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5135531	0	0	N	06/07/24	75.40
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5135567	0	0	N	06/11/24	63.86
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5135737	0	0	N	06/18/24	512.00
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5135748	0	0	N	06/18/24	6.36
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5135761	0	0	N	06/19/24	79.42
8305	HOME DEPOT CREDIT SVCS.	2025	5011665	0	0	N	06/20/24	45.45
8305	HOME DEPOT CREDIT SVCS.	2025	8011467	0	0	N	06/17/24	161.69
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023117	0	0	N	06/07/24	1,188.00
14076	BRAD MANNING FORD INC	2025	250605FOW	0	0	N	06/06/24	376.37

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14076	2025	251030	0	0	N	06/12/24	218.75
Account: 100-47525-430 MT MTLS HEAVY EQUIPMENT							
1401	2025	P55394	0	0	N	06/27/24	37.84
4778	2025	942455	0	0	N	06/06/24	28.35
4778	2025	944508	0	0	N	06/21/24	25.37
4778	2025	944722	0	0	N	06/24/24	31.61
11925	2025	42750-00	0	0	N	06/07/24	261.22
13590	2025	B140874	0	0	N	05/24/24	525.00
14029	2025	11861976	0	0	N	05/01/24	155.50
14029	2025	11923070	0	0	N	06/20/24	44.40
14029	2025	11925371	0	0	N	06/24/24	69.40
14052	2025	068F116823	0	0	N	06/06/24	7.54
Account: 100-47526-430 MT MTLS DUMP TRUCKS							
4778	2025	943654	0	0	N	06/17/24	27.99
4778	2025	944321	0	0	N	06/20/24	49.79
11205	2025	3037529140	0	0	N	06/06/24	1,105.39
14051	2025	6660023118	13886	1	N	06/07/24	2,105.88
Account: 100-47528-430 MT MTLS PICK-UP TRUCK							
105	2025	84581/6	0	0	N	06/21/24	3.58
4778	2025	942418	0	0	N	06/06/24	193.49
4778	2025	943107	0	0	N	06/12/24	659.13
4778	2025	943109	0	0	N	06/12/24	256.60
4778	2025	943139	0	0	N	06/12/24	-36.20
4778	2025	943275	0	0	N	06/13/24	255.63
4778	2025	943320	0	0	N	06/13/24	-533.57
4778	2025	943840	0	0	N	06/18/24	388.21
4778	2025	943956	0	0	N	06/18/24	191.92
4778	2025	944301	0	0	N	06/20/24	55.32
14052	2025	068F116827	0	0	N	06/06/24	886.85
14121	2025	333080	0	0	N	06/07/24	97.70
Account: 100-47535-430 CONTRACTUAL FIRE PARTS							
4561	2025	WI-14051	0	0	N	06/13/24	31.30
4778	2025	943277	0	0	N	06/13/24	49.79
4778	2025	943307	0	0	N	06/13/24	64.85
4778	2025	944265	0	0	N	06/20/24	42.29
4778	2025	944343	0	0	N	06/20/24	18.44
4778	2025	944384	0	0	N	06/21/24	59.01
4778	2025	944433	0	0	N	06/21/24	11.23
4778	2025	944628	0	0	N	06/24/24	89.21
4778	2025	944725	0	0	N	06/24/24	110.03
9639	2025	P2T8793	0	0	N	06/13/24	688.00
11205	2025	3037553384	0	0	N	06/18/24	375.16
14076	2025	252064FOW	0	0	N	06/19/24	21.39
14076	2025	252084FOW	0	0	N	06/19/24	35.50

Totals for department 430

17,219.86

Department: 440 STREET - ADMINISTRATION

Program:

apaivckdt2 vjankowski
 10:18 07/02/24
 Fund: 100 CORPORATE
 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
Account: 100-46305-440							
14215 JEFF CARRIER	2025	PROFESSIONAL DUES CDLREIMBURSE	0	0	N	06/12/24	30.00
Totals for department 440							30.00
Department: 441 STREET - MAINTENANCE							
Program:							
Account: 100-46671-441							
1268 LAKE COUNTY TREASURER	2025	MT TRAFFIC SIGNALS 430035639	13896	1	N	06/05/24	2,688.67
Account: 100-46677-441							
13340 LANDCARE USA LLC	2025	MT LANDSCAPING 755009	13705	1	N	06/16/24	16,178.57
Account: 100-47070-441							
105 ACE HARDWARE OF LIBERTYVILLE	2025	TOOLS/SUPPLIES 84623/6	0	0	N	06/26/24	44.96
4778 NAPA LIBERTYVILLE	2025	944946	0	0	N	06/26/24	69.90
8305 HOME DEPOT CREDIT SVCS.	2025	6010152	0	0	N	05/30/24	79.94
8305 HOME DEPOT CREDIT SVCS.	2025	6011562	0	0	N	06/19/24	107.79
9713 RUSSO POWER EQUIPMENT	2025	SPI20719461	0	0	N	06/26/24	52.97
9713 RUSSO POWER EQUIPMENT	2025	SPI20719480	0	0	N	06/26/24	25.98
Account: 100-47120-441							
205 CUTLER WORKWEAR	2025	CLOTHING ALLOWANCE PS-INV035342	0	0	N	06/14/24	225.00
205 CUTLER WORKWEAR	2025	PS-INV035506	0	0	N	06/17/24	134.04
205 CUTLER WORKWEAR	2025	PS-INV035765	0	0	N	06/25/24	67.47
Account: 100-47420-441							
13500 AEP ENERGY	2025	ELECTRIC LIGHT/POWER 3017244110-05	0	0	N	06/13/24	68.15
13500 AEP ENERGY	2025	3017244121-05	0	0	N	06/13/24	195.24
13500 AEP ENERGY	2025	3017244143-05	0	0	N	06/13/24	74.86
13500 AEP ENERGY	2025	3017244154-05	0	0	N	06/13/24	14.47
13500 AEP ENERGY	2025	3017244176-05	0	0	N	06/13/24	1,607.09
14184 IGS ENERGY	2025	1210C5H029B8	0	0	N	06/20/24	185.73
Account: 100-47543-441							
1793 PETER BAKER & SON CO.	2025	MT MTLs BITUMINOUS PATCH 46410	0	0	N	06/17/24	318.06
1793 PETER BAKER & SON CO.	2025	46546	0	0	N	06/24/24	564.82
Account: 100-47551-441							
934 CORE & MAIN LP	2025	MT MTLs STORM SEWERS V014132	0	0	N	06/05/24	467.55
Account: 100-47555-441							
10715 POINT READY MIX	2025	MT MTLs CURBS 138551	0	0	N	06/13/24	1,098.63
Account: 100-47556-441							
934 CORE & MAIN LP	2025	MT MTLs DRAINAGE IMPROV V032205	0	0	N	06/07/24	1,875.00
Totals for department 441							26,144.89
Totals for fund 100							754,026.04 **

apaivckdt2 vjankowski
10:18 07/02/24
Fund: 210 ROAD & BRIDGE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Fiscal	Invoice Number	PO #	Item	Spc	Invoice	Item Value
Year				Add	Date	With
				Inv		Freight

Department: 442 STREET (RB)

Program:

Account: 210-48740-442
857 GEWALT HAMILTON ASSOC INC

STREETS
2025 4485.470-2 13663 1 N 06/13/24 20,473.81

Totals for department 442 -----20,473.81

Totals for fund 210 -----20,473.81 **


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apaivckdt2  vjankowski
10:18 07/02/24
Fund: 260 MOTOR FUEL TAX
Vendor Vendor Name
Number
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Village of Mundelein, IL
Invoice List by Check Date

Fund:	Vendor Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: 436 STREET DEPT (MFT)									
Program:									
Account:	260-48740-436			STREETS					
857	GEWALT HAMILTON ASSOC INC	2025	4485.471-2	13662	1	Y	06/13/24	34,818.00	
Totals for department 436								34,818.00	
Totals for fund 260								34,818.00	**

apaivckdt2 vjankowski
10:18 07/02/24
Fund: 271 TRAIN STN PARKING
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
Department: 427 BLDG/GRDS - TRAIN PARK							
Program:							
Account: 271-46510-427 CUSTODIAL SERVICE							
5008	BEST QUALITY FACILITY SRV, LLC	2025	50274	13640	1 N	06/20/24	400.00
Account: 271-46677-427 MT LANDSCAPING							
13340	LANDCARE USA LLC	2025	755009	13705	1 N	06/16/24	2,250.00
Account: 271-47420-427 ELECTRIC LIGHT/POWER							
14184	IGS ENERGY	2025	1210C5H029B8	0	0 N	06/20/24	456.08
Totals for department 427							3,106.08
Totals for fund 271							3,106.08 **

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apaivckdt2  vjankowski
10:18 07/02/24
Fund: 291 9-1-1 SURCHARGE
Vendor Vendor Name
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Village of Mundelein, IL Invoice List by Check Date

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Vendor Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: 316 POLICE (911)								
Program:								
Account: 291-48299-316 10785 JS COMMUNICATIONS		2025	OTHER BLDG/FACILITIES 4790	13752	1	N	06/15/24	20,308.00
Totals for department 316								-----20,308.00-----
Totals for fund 291								-----20,308.00----- **

apaivckdt2 vjankowski
10:18 07/02/24
Fund: 294 ARCHER BUSINESS CTR
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
Department: 294 FIRE (RDB)							
Program:							
Account: 294-46620-294 MT BUILDING & GROUNDS							
8305 HOME DEPOT CREDIT SVCS.	2025	7010089	0	0	N	05/29/24	44.95
13340 LANDCARE USA LLC	2025	755009	13705	1	N	06/16/24	1,250.00
Account: 294-47420-294 ELECTRIC LIGHT/POWER							
14184 IGS ENERGY	2025	1210C5H029B8	0	0	N	06/20/24	5,209.44
Account: 294-47430-294 HEATING FUELS							
1670 NORTH SHORE GAS	2025	5055885561	0	0	N	06/06/24	424.64
1670 NORTH SHORE GAS	2025	5071022188	0	0	N	06/20/24	384.11
Totals for department 294							7,313.14
Totals for fund 294							7,313.14 **

apaivckdt2 vjankowski
10:18 07/02/24
Fund: 414 ARPA/GRANTS
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Fiscal	Invoice Number	PO #	Item	Spc	Invoice	Item Value
Year				Add	Date	With
				Inv		Freight

Department: 445 ARPA SPENDING

Program:

Account: 414-46412-445

857 GEWALT HAMILTON ASSOC INC

2025 4485.464-10 11096

1 N 06/12/24 7,352.50

Account: 414-48799-445

5987 APEX LANDSCAPING INC.

2025 6471 12074

1 N 06/05/24 5,228.05

Totals for department 445

12,580.55

Totals for fund 414

12,580.55 **

apaivckdt2 vjankowski
 10:18 07/02/24
 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
Department: NON DEPARTMENTAL							
Program:							
Account: 500-25000-000 ACCOUNTS PAYABLE							
99999 BRAD MAGEE	2025	U0030000164018A	0	0	Y	07/01/24	50.00
	Remarks:	003_0000164_018 Utility Billing Refund					
99999 FLAVIO MORALES	2025	U0010000437002A	0	0	Y	07/01/24	27.10
	Remarks:	001_0000437_002 Utility Billing Refund					
99999 RUPRECHT CO	2025	U0110000300001A	0	0	Y	07/01/24	50.00
	Remarks:	011_0000300_001 Utility Billing Refund					
99999 TRICIA O'TOOLE	2025	U0140000624001A	0	0	Y	07/01/24	48.80
	Remarks:	014_0000624_001 Utility Billing Refund					
99999 WILLIAM PALISEK	2025	U0050000307000A	0	0	Y	07/01/24	254.45
	Remarks:	005_0000307_000 Utility Billing Refund					
Totals for department							430.35
Department: 451 SEWER - ADMINISTRATION							
Program:							
Account: 500-47015-451 OFFICE SUPPLIES							
14202 AMAZON CAPITAL SERVICES, INC.	2025	1PM9-11WG-D64W	0	0	N	06/16/24	23.77
Totals for department 451							23.77
Department: 452 SEWER - UPTOWN							
Program:							
Account: 500-47011-452 COMPUTER PROGRAMS							
6157 CUES, INC.	2025	970024347	13656	1	N	06/14/24	3,060.00
Account: 500-47420-452 ELECTRIC LIGHT/POWER							
14184 IGS ENERGY	2025	1210C5H029B8	0	0	N	06/20/24	1,386.93
Account: 500-47430-452 HEATING FUELS							
1670 NORTH SHORE GAS	2025	5054959054	0	0	N	06/06/24	83.44
Account: 500-47525-452 MT MTLS HEAVY EQUIPMENT							
2784 STANDARD EQUIPMENT CO.	2025	P50476	0	0	N	06/07/24	824.06
2784 STANDARD EQUIPMENT CO.	2025	P50510	0	0	N	06/11/24	269.15
Account: 500-47528-452 MT MTLS PICK-UP TRUCK							
4778 NAPA LIBERTYVILLE	2025	942731	0	0	N	06/10/24	91.00
14076 BRAD MANNING FORD INC	2025	CM247156	0	0	N	06/12/24	-45.89
14121 GENERAL COMMUNICATIONS, INC	2025	333080	0	0	N	06/07/24	48.85
Totals for department 452							5,717.54
Department: 453 SEWER -TREATMENT PLANTS							
Program:							

apaivckdt2 vjankowski
 10:18 07/02/24
 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
Account: 500-46410-453		CONSULTING SERVICES					
542 CONCENTRIC INTEGRATION	2025	0260268	0	0	N	06/17/24	393.75
Account: 500-46620-453		MT BUILDING & GROUNDS					
3663 ACTIVE ALARM COMPANY	2025	147753	0	0	N	06/15/24	145.50
13340 LANDCARE USA LLC	2025	755009	13705	1	N	06/16/24	2,500.00
Account: 500-47015-453		OFFICE SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2025	1MY7-NVWQ-VHP7	0	0	N	06/09/24	48.28
Account: 500-47050-453		LABORATORY SUPPLIES					
4542 NSI LAB SOLUTIONS	2025	436499	0	0	N	06/17/24	775.00
7135 USABUEBOOK	2025	INV00402041	0	0	N	06/21/24	426.75
Account: 500-47051-453		TERTIARY TREATMENT					
2004 ROWELL CHEMICAL CORP.	2025	1408320	13879	1	N	06/26/24	8,291.59
6636 HAWKINS, INC	2025	6793783	0	0	N	06/26/24	1,736.50
12445 USALCO, LLC	2025	910111747	13872	1	N	06/20/24	13,455.51
Account: 500-47420-453		ELECTRIC LIGHT/POWER					
14184 IGS ENERGY	2025	1210C5H029B8	0	0	N	06/20/24	11,736.51
Account: 500-47510-453		MT MTLS BLDGS & GROUNDS					
985 HINCKLEY SPRINGS	2025	2594353 061324	0	0	N	06/13/24	62.86
1160 JAY-R'S STEEL & WELDING INC	2025	19213	0	0	N	06/17/24	500.00
1410 MCMASTER CARR SUPPLY CO	2025	28836924	0	0	N	06/18/24	190.52
1410 MCMASTER CARR SUPPLY CO	2025	28853214	0	0	N	06/18/24	78.38
1410 MCMASTER CARR SUPPLY CO	2025	29015167	0	0	N	06/20/24	46.16
8305 HOME DEPOT CREDIT SVCS.	2025	2011208	0	0	N	06/13/24	27.30
8305 HOME DEPOT CREDIT SVCS.	2025	3011102	0	0	N	06/12/24	36.73
8442 MENARD, INC	2025	17712	0	0	N	06/17/24	31.66
8442 MENARD, INC	2025	17900	0	0	N	06/17/24	22.67
8442 MENARD, INC	2025	18076	0	0	N	06/20/24	27.14
8442 MENARD, INC	2025	18241	0	0	N	06/24/24	99.99
8442 MENARD, INC	2025	18251	0	0	N	06/24/24	39.99
8442 MENARD, INC	2025	18259	0	0	N	06/24/24	20.56
8442 MENARD, INC	2025	18413	0	0	N	06/27/24	31.82
14202 AMAZON CAPITAL SERVICES, INC.	2025	1MJG-YKWW-NGJH	0	0	N	06/12/24	266.90
14246 CAPITAL ONE, N.A.	2025	53722211	0	0	N	06/14/24	54.99
Account: 500-47532-453		MT MTLS ELECTRICAL EQUIP					
3663 ACTIVE ALARM COMPANY	2025	148010	0	0	N	06/14/24	1,125.50
Account: 500-47542-453		MT MTLS SAND					
7410 DAHM ENTERPRISES INC.	2025	2093	0	0	N	06/19/24	1,204.80
Totals for department 453							43,377.36
Department: 461 WATER - ADMINISTRATION							
Program:							
Account: 500-47015-461		OFFICE SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2025	1VMD-M3HH-7MJF	0	0	N	06/13/24	8.98
Totals for department 461							8.98
Department: 462 WATER - MAINTENANCE							

apaivckdt2 vjankowski
 10:18 07/02/24
 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
Program:							
Account: 500-46620-462		MT BUILDING & GROUNDS					
13340 LANDCARE USA LLC	2025	755009	13705	1	N	06/16/24	2,500.00
Account: 500-47070-462		TOOLS/SUPPLIES					
105 ACE HARDWARE OF LIBERTYVILLE	2025	84510/6	0	0	N	06/13/24	16.19
105 ACE HARDWARE OF LIBERTYVILLE	2025	84547/6	0	0	N	06/17/24	18.30
105 ACE HARDWARE OF LIBERTYVILLE	2025	84570/6	0	0	N	06/20/24	15.44
Account: 500-47120-462		CLOTHING ALLOWANCE					
1514 MORRISON'S LAUNDRY	2025	26948	0	0	N	06/05/24	10.00
Account: 500-47420-462		ELECTRIC LIGHT/POWER					
14184 IGS ENERGY	2025	1210C5H029B8	0	0	N	06/20/24	6,722.59
Account: 500-47510-462		MT MTLS BLDGS & GROUNDS					
8305 HOME DEPOT CREDIT SVCS.	2025	1010132	0	0	N	06/04/24	79.84
Account: 500-47527-462		MT MTLS UTILITY VANS					
14051 COMMERCIAL TIRE SERVICE, INC	2025	6660023250	0	0	N	06/19/24	285.88
Account: 500-47544-462		MT MTLS GRAVEL					
2846 PETERSEN EXCAVATING	2025	19269	0	0	N	06/20/24	336.00
Account: 500-47563-462		MT MTLS WATERMAINS					
934 CORE & MAIN LP	2025	V014045	13794	1	N	06/14/24	8,515.67
1089 MID AMERICAN WATER OF WAUCONDA	2025	271539W	0	0	N	06/19/24	484.00
1456 MIDWEST HOSE AND FITTINGS INC	2025	235503	0	0	N	06/25/24	252.40
8305 HOME DEPOT CREDIT SVCS.	2025	5010287	0	0	N	05/31/24	26.27
Account: 500-47599-462		MISC MAINT MATERIALS					
6925 POLLARD WATER	2025	0263168	0	0	N	05/29/24	923.50
Totals for department 462							20,186.08
Department: 463 WATER - METER READING							
Program:							
Account: 500-47016-463		POSTAGE					
14102 INFOSEND, INC.	2025	262345	0	0	N	05/07/24	1,656.85
Totals for department 463							1,656.85
Totals for fund 500							71,400.93 **

apaivckdt2 vjankowski
10:18 07/02/24
Fund: 630 ESCROW DEPOSITS
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 21

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL							
Program:							
Account: 630-27560-000		ESCROW - SIDEWALK					
99998 KERRY BARR	2025	062024-002	0	0	Y	06/20/24	500.00
Account: 630-27570-000		ESCROW - SOD					
99998 KERRY BARR	2025	062024-002	0	0	Y	06/20/24	500.00
Account: 630-27770-000		CONC 2022-001 FLAHERTY					
944 PADDOCK PUBLICATIONS INC.	2025	293134	13903	1	N	06/12/24	96.00
Account: 630-27775-000		CONC 2022-006 WIRTZ					
11010 ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169072	13905	1	N	06/13/24	2,681.25
Account: 630-27777-000		CONC 2022-007 CAR WASH RT	83				
857 GEWALT HAMILTON ASSOC INC	2025	4485.036-1	0	0	N	06/13/24	1,377.00
Account: 630-27783-000		CONC 2023-001 U-HAUL					
857 GEWALT HAMILTON ASSOC INC	2025	4485.036-1	0	0	N	06/13/24	756.00
Account: 630-27789-000		CONC 2023-004 BELLE TIRE					
857 GEWALT HAMILTON ASSOC INC	2025	4485.036-1	0	0	N	06/13/24	432.00
Account: 630-27790-000		CONC 2024-001 BUTTERFIELD APTS					
857 GEWALT HAMILTON ASSOC INC	2025	4485.036-1	0	0	N	06/13/24	864.00
11010 ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169074	13904	1	N	06/13/24	3,168.75
Account: 630-27810-000		OLD #1 FIRE ENGINE					
323 BOB STADLMAN	2025	OLD#1 052024	0	0	N	06/19/24	208.52
Account: 630-27840-000		BIKE RACE SPONSORSHIP					
3763 THE PRINTING FACTORY	2025	33537	13902	1	N	05/31/24	159.00
9127 PRAIRIE ST CYCLING SERIES LLC	2025	373	13899	1	N	06/21/24	3,400.00
9127 PRAIRIE ST CYCLING SERIES LLC	2025	PRIMES-06.28.24	13916	1	N	06/27/24	1,000.00
9127 PRAIRIE ST CYCLING SERIES LLC	2025	PRIMES-06.28.24	13916	2	N	06/27/24	1,600.00
99998 SARAH CHRIST	2025	CHRIST-06.27.24	13914	1	Y	06/27/24	450.00
Totals for department							17,192.52
Totals for fund 630							17,192.52 **
apaivckdt2 vjankowski							
10:18 07/02/24							
Fund: 630 ESCROW DEPOSITS							
Village of Mundelein, IL							
Invoice List by Check Date							
Page 21							
Grand totals							941,219.07 ***
* * * End of Report * * *							

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of July 8, 2024

Subject: Ordinance Amending Parking on North Chicago Avenue and North Archer Avenue
with Permit Restrictions

Financial Impact:

N/A

Attachments:

None

Background:

North Chicago Avenue, South of Plaza Circle, has recently opened after being closed for construction of Station 250. The parallel street parking requires proper signage. As a result of reduced parking in the area, a parking permit option is also recommended.

The street parking extends past the Metra lot, therefore the boundary also needs to be clarified by the current ordinance. The Parking Ordinance should also include the specific permit process for both North Archer Avenue (which already has an option of permit parking) and North Chicago Avenue, where permitting is being recommended.

Recommendation:

Motion to Pass an Ordinance Amending Ordinance 74-07-21, Chapter 10, an Ordinance Regulating Traffic.

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 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-24-07-33
which is entitled

Ordinance Amending Parking on North Chicago Avenue and North Archer Avenue with Permit Restrictions

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 July 9, 2024 and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 7/9/2024.

Village Clerk

ORDINANCE NO. O-24-07-33

AN ORDINANCE AMENDING ORDINANCE 74-07-21, CHAPTER 10, AN ORDINANCE REGULATING TRAFFIC

WHEREAS, it has been determined by the President and Board of Trustees that it would be in the best interests of the public to amend the parking restrictions on North Chicago Avenue and North Archer Avenue with permit specifications; and

WHEREAS, North Archer Avenue and North Chicago Avenue require permit regulations to accommodate area businesses; and

WHEREAS, North Archer Avenue has a permit allowance, but no permit regulations specified in the ordinance; and

WHEREAS, North Chicago Avenue requires a permit allowance and permit regulations; and

WHEREAS, North Chicago Avenue should have a clearer North / South boundary designation for parking restrictions.

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

SECTION I. Village Code 10.32.100(139) is amended to add the following permit designation for the length of North Chicago Avenue from Hawley Street to Division Street:

(a) Add 'Except by Permit as provided herein' after the Monday through Friday three-hour restriction.

(b) Amend the south end boundary designation to remove *the Metra lot* and replace it with *Division Street*.

SECTION II: Permanent signs shall be installed on both sides of North Chicago Avenue between Hawley Street and Division Street containing the following: "Three-hour parking between eight AM and six PM, Monday through Friday except by permit, Tow-Away-Zone."

SECTION III: To specify the permit process, add permit requirements to Village Code 10.32.100(127) North Archer Avenue and Village Code 10.32.100(139) North Chicago Avenue, as follows: The Mundelein Police Department is authorized to tow or cause to be towed any vehicles found to be parked in violation of the ordinance codified in this chapter at the expense of the owner or other person claiming the right to possess said vehicle.

Permanent signs shall be installed on the streets within the designated restricted parking area containing the following: "Three-hour parking between eight AM to six PM Monday through Friday, except by permit. Tow-Away Zone."

Upon application, the Mundelein Police Department shall issue parking permits to tenants and

employees working in the designated restricted parking areas without a fee. Each applicant shall be entitled to one permit for each vehicle licensed to him or her. Each permit shall show the license plate number of the vehicle to which it applies and be capable of being hung on the rear view mirror of the vehicle. Permits may be used only by applicants approved by the Mundelein Police Department. Permits shall remain in effect until a notice of expiration issued by the Mundelein Police Department is served upon the applicant to whom the permit was issued. Such notices shall be in writing and served by first-class mail. The date of mailing shall be considered the date of service.

Permits as provided for herein are only valid within the restricted parking areas described in the ordinance codified in this chapter. All other village parking restrictions, including, but not limited to, no parking during snow removal operations, no parking in front of fire hydrants, or no parking within twenty feet of an intersection, shall remain in full force and effect. Permits issued pursuant to the ordinance codified in this chapter shall not permit any vehicle to park in violation of any existing parking restrictions.

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

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

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

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

President

ADOPTED:

Monday, July 8, 2024

APPROVED:

Monday, July 8, 2024

ATTEST:

Village Clerk

To: Mayor and Board of Trustees

From: Bill Lark, Chief

For: Village Board Meeting of July 8, 2024

Subject: Second Amendment to the Emergency Warning Sirens License Agreement Between the Village of Mundelein and the Mundelein Park and Recreation District

Financial Impact:

N/A

Attachments:

1. Exhibit A - License Agreement Warning Sirens
2. Exhibit B - First Amendment - License Agreement - Warning Sirens
3. Exhibit C - Second Amendment - License Agreement - Warning Sirens
4. Gordon Ray Park - Outdoor Warning Siren Location Aerial View

Background:

Please find attached the Second Amendment to the Emergency Warning Sirens License Agreement between the Village of Mundelein and the Mundelein Park and Recreation District. The purpose of the Second Amendment is to address the location of the new outdoor warning siren. A map with the approximate location of the new siren is attached. This new location will improve our ability to service the siren without any loss of service coverage.

We will be requesting the Village Board's approval to authorize the Mayor and Village Clerk to sign the Second Amendment to the Emergency Warning Sirens License Agreement between the Mundelein Park and Recreation District and the Village of Mundelein.

Recommendation:

Motion to Adopt a Resolution and authorize the Mayor and Village Clerk to sign the First Amendment to the Emergency Warning Sirens License Agreement between the Mundelein Park and Recreation District and the Village of Mundelein.

I hereby certify that the attached is an original of
Resolution No. R-24-07-37
that said Resolution was adopted on **July 8, 2024**,
that it was posted in the Village Hall commencing on
7/9/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-07-37

RESOLUTION APPROVING A SECOND AMENDMENT TO THE EMERGENCY WARNING SIRENS LICENSE AGREEMENT BETWEEN THE MUNDELEIN PARK AND RECREATION DISTRICT AND THE VILLAGE OF MUNDELEIN

WHEREAS, the Village and the Mundelein Park and Recreation District entered into Emergency Warning Sirens License Agreement (**Exhibit A**) on August 8, 2022; and

WHEREAS, the Village and the Mundelein Park and Recreation District entered into a First Amendment to the Agreement (**Exhibit B**) on February 26, 2024; and

WHEREAS, the Village wishes to install and maintain an Emergency Warning Siren at Gordon Ray Park and the Park district has granted permission to install and maintain the same; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village of Mundelein sign the Second Amendment to the Agreement (**Exhibit C**).

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 Second Amendment to the Emergency Warning Sirens License Agreement between the Mundelein Park and Recreation District and the Village of Mundelein, a copy of which is attached hereto as **Exhibit C**, is hereby approved.

SECTION II. The Mayor and Clerk are hereby authorized to sign the Second Amendment to the Emergency Warning Sirens License Agreement between the Mundelein Park and Recreation District and the Village of Mundelein.

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

President

ADOPTED: Monday, July 8, 2024

APPROVED: Monday, July 8, 2024

ATTEST: _____

Village Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is made this 8 day of August, 2022 (the "Effective Date"), by and between the Mundelein Park & Recreation District, an Illinois park district and unit of local government (the "**District**"), and the Village of Mundelein, an Illinois municipal corporation ("**Licensee**").

RECITALS

WHEREAS, The District is the owner of property located within the Village commonly known as Lions Field, commonly known as 659 Noel Drive, and Keith Mione Community Park, commonly known as 1401 North Midlothian Road;

WHEREAS, Licensee wishes to install and maintain Emergency Outdoor Warning Siren Systems ("Emergency Warning Sirens") at Lions Field and Community Park. The purpose of the Emergency Outdoor Warning Siren Systems is to warn the general public of potential danger; and

WHEREAS, the Licensee has requested permission from the District to install and maintain posts and Emergency Warning Sirens at Lions Field and Community Park and the District has agreed to provide a license to Licensee for such purpose, in accordance with the terms and conditions described below.

AGREEMENT

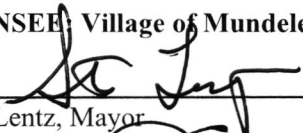
NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, including the recitals which are hereby incorporated by this reference, the parties hereby agree as follows:

1. **Grant of License.** The District hereby grants to the Licensee this twenty-five (25) year non-revocable, non-exclusive license, right, privilege, and permission to use, in common with others, the areas depicted in Exhibit A (Lions Park) and Exhibit B (Community Park)(collectively, the "License Area"), for the purpose of constructing and maintaining, at Licensee's sole cost and expense, posts and Emergency Warning Sirens (the "Permitted Uses"). The term of this License shall commence on the Effective Date of this License Agreement. No interest, legal or equitable, other than this non-revocable, non-exclusive License shall be deemed or construed to have been created or vested in the Licensee.
2. **Covenants of the Licensee.** Licensee hereby covenants and warrants to the District, as follows:
 - a. Licensee shall maintain the posts and Emergency Warning Sirens at the Licensee's sole cost and expense for the duration of the License Agreement.
 - b. Licensee shall comply with all applicable laws and ordinances in erecting and maintaining said posts and Emergency Warning Sirens. Licensee shall, at its sole cost and expense, obtain all permits and approvals required by law.
 - c. Licensee shall refrain from causing any damage or injury to any portion of District property at Lions Field and Community Park. Nonetheless, if Licensee causes or allows any damage or injury to any District property in the exercise of the rights herein described, the Licensee shall promptly repair and restore the District's property to the condition which existed prior to the commencement of Licensee's work, which shall be approved by District in its reasonable discretion.
 - d. This License may not be transferred or assigned.

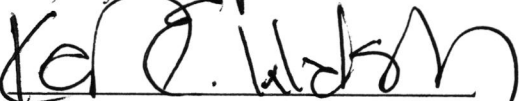
3. **Indemnification of the District.** During the time this License Agreement is in effect, the Licensee agrees to indemnify, defend, and save the District, and the District's officers, consultants, agents, employees, grantees, and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with the Licensee's use or occupancy of the District's property, or any portion thereof for the maintenance, repair, replacement and operation of posts and Emergency Warning Sirens on District property, on account of any injury to persons or damage to property, excluding therefrom such injury or damage caused by the negligence of the District. Moreover, Licensee agrees to waive and release the District from all claims, actions, liabilities, damages, costs and expenses arising from any damage the Licensee's property, except to the extent caused by the District's intentional or willful and wanton misconduct.
4. **Accommodation.** The permission granted to the Licensee under this License Agreement is given to the Licensee as an accommodation and shall be without any charge to the Licensee other than the covenants and obligations herein described. The Licensee hereby acknowledges the District's rights to the property where the Village's posts and Emergency Warning Sirens are installed, and agrees to never assail, resist, or deny such rights by virtue of the Licensee's occupancy or use under this License Agreement.
5. **Revocability of License.** The District shall have no right to revoke the permission granted to the Licensee during the twenty-five (25) year term of this License Agreement. Licensee may terminate the License upon ninety (90) days' notice to the District. Upon expiration or earlier termination of this License, the Licensee shall remove its property and restore the License Area, normal wear and tear excepted.
6. **Governing Law.** This License Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois.
7. **Attorneys' Fees.** In the event of a dispute arising under this Agreement, the party which substantially prevails in any litigation related hereto shall be awarded, as part of its judgment, with its reasonable attorneys' fees incurred for the prosecution or defense of such claim.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

LICENSEE: Village of Mundelein, an Illinois municipal corporation


Steve Lentz, Mayor

Attest:


Karen Walsh, Village Clerk

STATE OF ILLINOIS

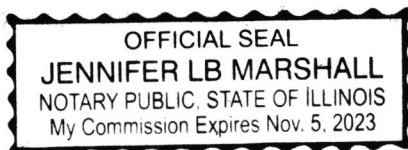
SS

COUNTY OF LAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Steve Lentz, as Mayor and Karen Walsh, as Village Clerk for the Village of Mundelein, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Clerk, signed and delivered the said instrument as the free and voluntary act of the Village of Mundelein for the uses and purposes set forth.

Given under my hand and official seal, this 15 day of February, ²⁰²³~~2022~~.

Notary Public



Mundelein Park & Recreation District, an Illinois park district

Wallace Frasier, President *Wallace E. Frasier 2-6-23*

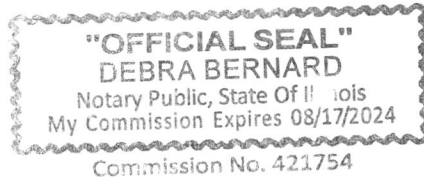
Attest:
Ron Salski, Secretary *Ron Salski, 2-6-23*

STATE OF ILLINOIS)

COUNTY OF LAKE)

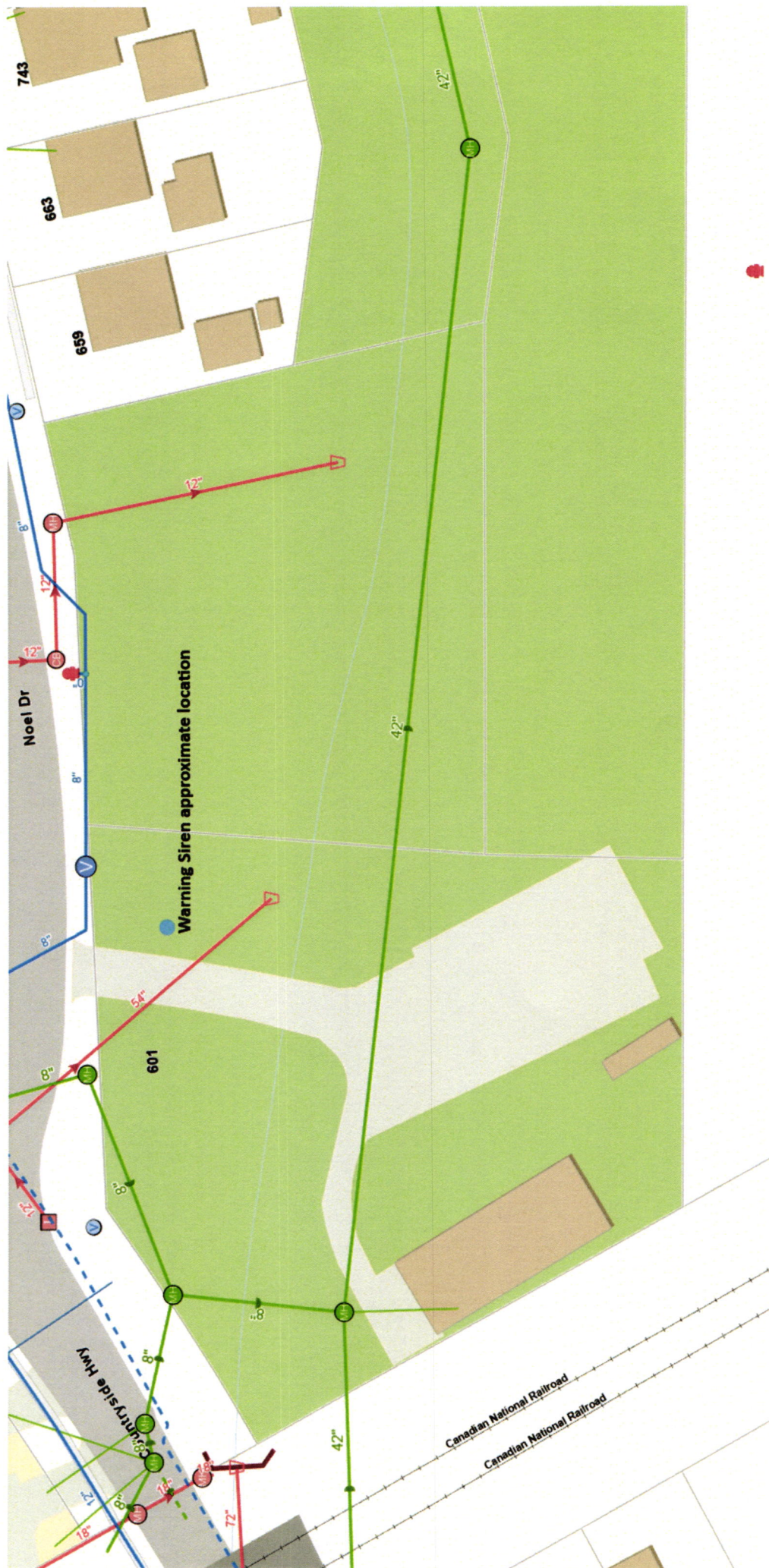
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Wallace Frasier, as President and Ron Salski, as Secretary for the Mundelein Park & Recreation District, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, signed and delivered the said instrument as the free and voluntary act of the Mundelein Park & Recreation District for the uses and purposes set forth.

Given under my hand and official seal, this 6 day of February, ~~2022~~ 2023

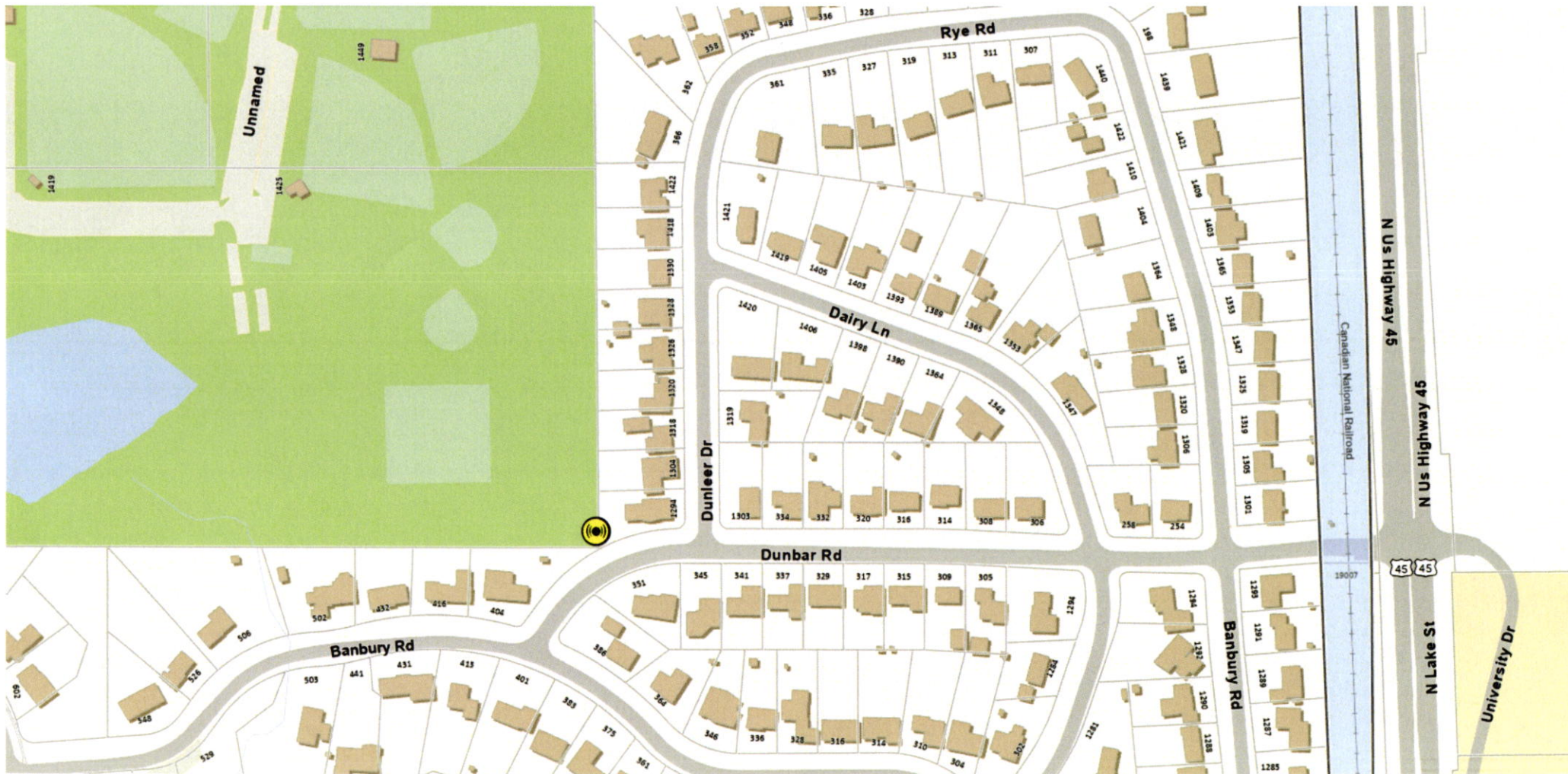


Notary Public









**FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN
THE VILLAGE OF MUNDELEIN AND MUNDELEIN PARK & RECREATION DISTRICT**

This First Amendment made and entered into this 26 day of February, 2024 by and between the Village of Mundelein, an Illinois municipal corporation (the "Licensee"), and Mundelein Park & Recreation District, an Illinois park district and unit of local government (the "District").

WHEREAS, the Licensee and the District previously entered into a License Agreement dated August 8, 2022 ("Agreement"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same respective meanings provided therefor in the Agreement; and

WHEREAS, the Licensee wishes to install and maintain Emergency Warning Sirens at Gordan Ray Park and the District has granted Licensee permission to install and maintain same.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Paragraph 1, Grant of License, shall be amended to add Gordan Ray Park which is depicted in Exhibit C attached hereto as part of the "License Area".
2. Subparagraph c. of Paragraph 2, Covenants of the Licensee, shall be amended to add a reference to Gordan Ray Park.
3. Except for Paragraphs 1. and 2. of this First Amendment which supplement the Agreement, all other provisions of the Agreement shall remain intact.
4. If there is a conflict between the terms, conditions or provisions between this First Amendment and the Agreement, the terms, conditions and provisions of this First Amendment shall control, govern and prevail.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day, month and year above written through their duly authorized officials.

VILLAGE OF MUNDELEIN

By: _____

Steve Lentz, Mayor

MUNDELEIN PARK & RECREATION DISTRICT

By: _____

Wallace Frasier, President

ATTEST:

By: _____

Karen Walsh, Clerk

ATTEST:

By: _____

Ron Salski, Secretary

**SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN
THE VILLAGE OF MUNDELEIN AND MUNDELEIN PARK & RECREATION DISTRICT**

This Second Amendment made and entered into this 8 day of July, 2024 by and between the Village of Mundelein, an Illinois municipal corporation (the "Licensee"), and Mundelein Park & Recreation District, an Illinois park district and unit of local government (the "District").

WHEREAS, the Licensee and the District previously entered into a License Agreement dated August 8, 2022 ("Agreement"); and

WHEREAS, the Licensee and the District previously entered into a License Agreement dated February 12, 2024 ("Agreement"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used in this second Amendment shall have the same respective meanings provided therefor in the Agreement; and

WHEREAS, the Licensee wishes to install and maintain Emergency Warning Sirens at Gordon Ray Park and the District has granted Licensee permission to install and maintain same.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Paragraph 1, Grant of License, shall be amended to add Gordon Ray Park which is depicted in Exhibit C attached hereto as part of the "License Area".
2. Subparagraph c of Paragraph 2, Covenants of the Licensee, shall be amended to add a reference to Gordon Ray Park.
3. Except for Paragraphs 1. and 2. of this Second Amendment which supplements the Agreement, all other provisions of the Agreement shall remain intact.
4. If there is a conflict between the terms, conditions or provisions between this Second Amendment and the Agreement, the terms, conditions and provisions of this Second Amendment shall control, govern and prevail.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day, month and year above written through their duly authorized officials.

VILLAGE OF MUNDELEIN

MUNDELEIN PARK & RECREATION DISTRICT

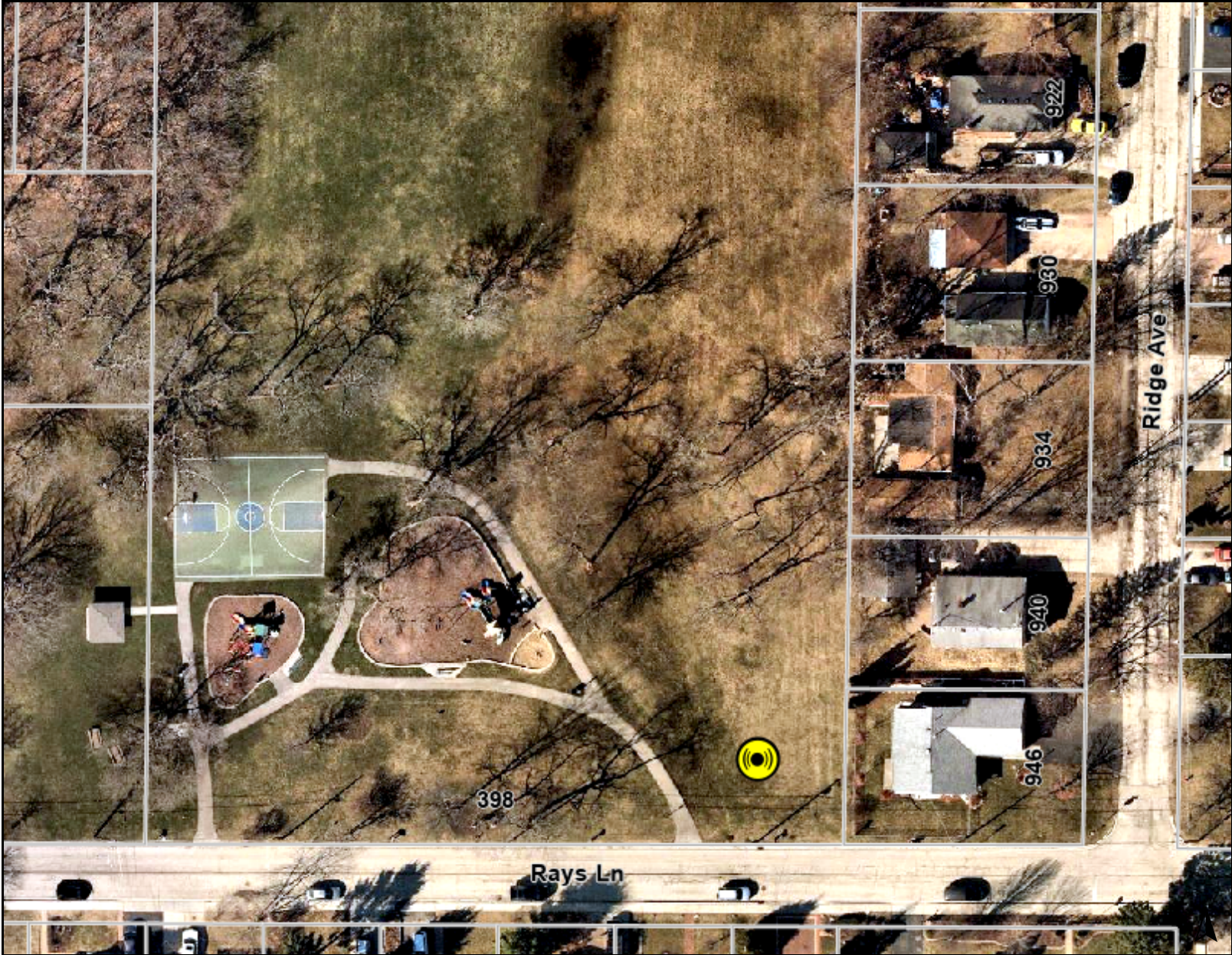
By: _____
Steve Lentz, Mayor

By: _____
Robert Knudson, President

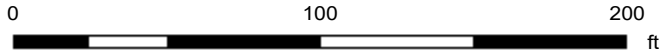
ATTEST:

By: _____
Karen Walsh, Clerk

By: _____
Ron Salski, Secretary



- Legend**
- Emergency Response
 - Warning Sirens



Print Date: 6/27/2024

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Notes

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of July 8, 2024

Subject: Ordinance Authorizing the Approval of an Agreement with i3 Broadband

Financial Impact:

N/A

Attachments:

1. Memo to Board - i3 Broadband
2. Exhibit A - ROW Agreement - i3 Broadband

Background:

i3 Broadband is a telecommunications company that is planning to install a fiber optic network for the delivery of certain telecommunications services in the Village's rights of way. As a telecommunications company, i3 Broadband is entitled by state law to use rights of way for its equipment, but must also follow the existing Right of Way Ordinance (Chapter 14.43 Construction of Utility Facilities in the Rights-of-Way). Because the Right of Way Ordinance rules are primarily intended for one-time or occasional permit requests, i3 Broadband has asked Mundelein to consider an agreement that modifies some application of the Right of Way Ordinance to reflect their intended long-term installation process. Please see the attached memo from legal counsel with more details and their recommendation.

Recommendation:

Motion to Pass an Ordinance Authorizing the Execution of a Right-of-Way Permitting Agreement Between the Village of Mundelein and i3 Broadband.

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 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-24-07-34
which is entitled

Ordinance Authorizing the Approval of an Agreement with i3 Broadband

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 July 9, 2024 and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 7/9/2024.

Village Clerk

ORDINANCE NO. O-24-07-34

AN ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY PERMITTING AGREEMENT BETWEEN THE VILLAGE OF MUNDELEIN AND I3 BROADBAND

WHEREAS, the Village of Mundelein, Lake County, Illinois (the “Village”), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village owns or controls various public ways within the corporate limits of the Village, including but not limited to highways, roads, streets, lanes, alleys, paths, curbs, sidewalks, underground water and sewer, or other public ways, public easements, and public rights-of-way (hereinafter “Public Ways”); and

WHEREAS, i3 Broadband, through its affiliate, iTV-3, LLC, is a holder of a certificate to provide competitive local exchange carrier service and is thus entitled to access to the Village’s Public Ways and desires to utilize the Village’s Public Ways for the installation of a fiber optic cable and appurtenances; and

WHEREAS, the Village intends to exercise its authority to manage i3 Broadband’s use of the Village’s Public Ways, all in accordance with and subject to the terms, conditions and limitations of the Village’s Chapter 14.43, Construction of Utility Facilities in the Rights-of-Way, except to the extent specifically modified by a Right-of-Way Permitting Agreement, attached hereto as **Exhibit A**, for the mutual convenience of and efficient operations of i3 Broadband and the Village; and

WHEREAS, the Mayor and Board of Trustees have concluded that the execution of the Right-of-Way Agreement is in the interests of the health, safety and welfare of the Village and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, County of Lake, Illinois, that:

SECTION I: The Right-of-Way Permitting Agreement between the Village of Mundelein and i3 Broadband attached hereto as **Exhibit A**, is hereby approved, and the President and Clerk of the Village are hereby authorized to affix their signatures thereto in their respective official capacities as the Mayor and Clerk of the Village.

SECTION II: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV: This Ordinance shall be in full force and effect upon its passage, approval and publication in

pamphlet form (which publication is hereby authorized) as provided by law.

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

President

ADOPTED: Monday, July 8, 2024

APPROVED: Monday, July 8, 2024

ATTEST: _____

Village Clerk

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & McARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS
60014 (815)459-2050

RUTH A. SCHLOSSBERG
rschlossberg@zrfmlaw.com

FAX (815)459-9057
www.zrfmlaw.com

MEMORANDUM

June 24, 2024

To: Mayor and Village Board
From: Ruth A. Schlossberg, Village Attorney
cc: Lynne Monroe, Assistant Administrator
Re: Right of Way Permitting Agreement with i3 Broadband

Ladies and Gentlemen:

Starting this construction season and continuing for the next several months or longer in multiple stages, i3 Broadband (“i3”), a telecommunications company, is planning to install a fiber optic network for the delivery of certain telecommunications services in your Village’s rights of way. While i3, as a telecommunications company, is entitled by state law to use your rights of way for its equipment, they are also bound to follow your existing Right of Way Ordinance that governs such installations to protect municipal resources (Chapter 14.43 - CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY). That ordinance contains detailed rules for such construction including rules for insurance and bonding of the work, indemnification of the municipality by the permittee, rules about landscaping, traffic, safety, restoration and appearance, and engineering and planning requirements.

Most of the Right of Way Ordinance rules were designed to address one-time or occasional permit requests by existing utility companies such as Comcast, NICOR, AT&T and ComEd, and it is unusual for the municipality to be asked to facilitate the installation of an entirely new system over a long-term period. Earlier, our firm worked with several of our McHenry County clients to streamline the permit application process for i3’s project in order to reduce the permit review burden on each town. From what we know, this system apparently has worked relatively well for both i3 and the municipalities. Now i3 has asked Mundelein to consider a similar agreement that modifies some application of the Right of Way Ordinance to reflect this long-term installation process.

The attached agreement is intended to do this by creating a two-stage permitting process. Once each year, i3 will submit basic information about their plans and complete all the “general” requirements to obtain a “Master Permit.” This step will include posting a bond, meeting municipal insurance requirements, and submitting general information about emergency plans, traffic, landscaping and contact information. Thereafter throughout the year, they will only need to submit more specific details for each of their individual installations by submitting plans and

engineering certifications for the project, and by requesting any needed variances from your Right of Way Ordinance (as authorized by that ordinance). They will only need to update previously submitted information if it has changed or if a project will require lane closures or other such information. Because the time that a municipality is given to respond to telecommunications companies permit requests is set by state law, we hope this two-stage process will speed and simplify the permit application and review process and reduce the total need for staff time devoted to these anticipated requests. We also hope it will allow your permitting team to set some general standards and expectations for landscaping, restoration, and installation procedures at the start of the project that can remain in place for its duration.

With limited exceptions, the changes here do not vary greatly from your existing Ordinance requirements, though they do change or clarify some of the items that must be submitted and the timing of those requirements.

As drafted, this Agreement will be good through December 31, 2026.

Your Public Works Department permitting team has reviewed these changes and these are acceptable to them. Please do not hesitate to be in touch with me if I can help answer any questions for you.

Attachment A: ORDINANCE AND RIGHT-OF-WAY PERMITTING AGREEMENT WITH
i3 BROADBAND

EXHIBIT A
RIGHT-OF-WAY PERMITTING AGREEMENT

This ***Right-Of-Way Permitting Agreement*** (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the Village of Mundelein, an Illinois home rule municipal corporation (the “Municipality”) and **I3 BROADBAND** (“CLEC”).

Recitals

WHEREAS, Municipality owns or controls various public ways within the corporate limits of the Municipality, including but not limited to highways, roads, streets, lanes, alleys, paths, curbs, sidewalks, underground water and sewer, or other public ways, public easements, and public rights-of-way (hereinafter “Public Ways”); and,

WHEREAS, CLEC, through its affiliate, iTV-3, LLC, is a holder of a certificate to provide competitive local exchange carrier (“CLEC”) service and is thus entitled to access to the Municipality Public Ways and desires to utilize the Municipality’s Public Ways for the installation of a fiber optic cable and appurtenances; and,

WHEREAS, the Municipality intends to exercise its authority to manage CLEC’s use of Municipality’s Public Ways, all in accordance with and subject to the terms, conditions and limitations of the Municipality’s Chapter 14.43 - CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY (the “Right of Way Ordinance”), except to the extent specifically modified by this Agreement, for the mutual convenience of and efficient operations of CLEC and the Municipality.

NOW, THEREFORE, for and in consideration of the mutual covenants, and obligations contained herein, and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated into this Agreement in their entirety.
2. **Conditions of Use**. CLEC hereby agrees to follow and be bound by the Municipality’s Right of Way ordinance, except as otherwise specifically modified by this Agreement, in order to construct, install, operate, inspect, maintain, repair, upgrade, replace and remove a fiber optic cable and any and all lines, conduits, access manholes, pull vaults, and other similar equipment and devices owned or used by CLEC in the Municipality’s Public Ways for the purpose of providing telecommunication services (the “Installation Project”). CLEC anticipates that the Installation Project will take place over a multi-year period in separate phases over that time (“Individual Installation(s)").
3. **Term**. This Agreement and the conditions of use granted to CLEC hereunder shall commence as of the date of this Agreement and shall continue through December 31, 2026.

4. **Installation Project Subject to this Agreement.** CLEC agrees and warrants that the Installation Project will be done and completed in a good and workmanlike manner, and at no expense to Municipality. The Installation Project will be undertaken in the name of, or pursuant to contracts or agreements with CLEC, and CLEC agrees that all parties contracting with CLEC for any part of the Installation Project shall be bound by the terms and conditions of this Agreement and by the Municipality's Right of Way Ordinance, other than as modified by this Agreement.
5. **Two Stage Permitting Procedure.**
 - a. The Parties agree that the permitting process for the Installation Project may take place in two stages. The intent of this two-stage process is to streamline the process for both parties, and to ensure that the Parties' resources can be expended in the most efficient manner possible.
 - b. First, the CLEC must annually apply for and obtain a "Master Permit" pursuant to this Agreement. The Master Permit is intended to provide the Municipality with generally applicable information about the CLEC Installation Project proposed to be undertaken within the Municipality.
 - c. Thereafter, for each Individual Installation, the CLEC may provide only such additional information as is described in this Agreement related to each Individual Installation.
 - d. Unless the Parties mutually agree otherwise, in writing, the application for a Master Permit must be submitted at least thirty (30) days before the CLEC intends to begin work in the Municipality's rights of way, and the Municipality shall have twenty-five (25) days to respond to any such Master Permit application.
 - e. Unless the Parties mutually agree otherwise, in writing, the application for any Individual Installation project, must be submitted at least 22 days before the CLEC intends to begin work in the Municipality's rights of way for that Individual Installation, and the Municipality shall have 15 days to respond to any such Individual Installation application.
6. **Master Permit Application for Installation Project.** CLEC may satisfy certain permit requirements annually rather than for each Individual Installation by completing a master permit application (the "Master Application") for the Installation Project. Once the requirements of the Master Application have been met, the Municipality shall issue a permit (the "Master Permit") which authorizes the CLEC to proceed to the Stage Two permit process for each Individual Installation. The following items must be submitted annually (and updated if information changes) to be eligible for a twelve-month long Master Permit:

- a. The CLEC's corporate name and address, telephone and fax numbers, and an e-mail address and cell phone number for a contact person, as well as such information for a local contact, if different.
- b. The CLEC's subcontractor's name and address, if different than the CLEC, its telephone and fax numbers, and an e-mail address and cell phone number for a contact person, as well as such information for a local contact, if different, and a description of its interest in the work.
- c. The names, addresses and telephone and fax numbers, and e-mail addresses of all professional consultants, if any, advising the CLEC with respect to the application.
- d. A detailed description of the proposed work and the purposes and intent of the facilities to be installed and the uses to which the facilities will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed.
- e. A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.
- f. An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the CLEC. The intended response shall include notification to the Municipality and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the Municipality finds that additional information or assurances are needed.
- g. Evidence of insurance as required by the Right of Way Ordinance that will cover all Installation Project work of CLEC in the Municipality plus evidence of professional liability insurance of one million dollars (\$1,000,000.00).
- h. Submission to the Municipality of a Performance Bond:
 - i. The Performance Bond shall be in a form acceptable to the Municipality.
 - ii. The Performance Bond shall be for \$50,000, unless the CLEC is working on greater than two Individual Installations at the same time, in which case the Municipality may require a bond in a dollar amount sufficient to provide for one hundred twenty five percent (125%) of the reasonably estimated cost to restore the right-of-way for all such Individual Installations to at least as good a condition as that existing prior to the construction project proposed under the Master Permit, as determined by the Director of Public Works. Notwithstanding the requirement to post a greater bond amount in the event that more than two Individual Installations are underway at the same time, the CLEC shall not be required to post a total Performance Bond in an amount greater than \$100,000.
 - iii. The Performance Bond may be called upon to address any and all liens and all damages, claims, costs or expenses that the Municipality may pay or incur by reason of any action or nonperformance by CLEC in violation of this Agreement and the applicable provisions of the Municipality's Right of Way Ordinance for the Installation Project, including, without limitation, any damage to public property or

restoration work the CLEC was required to perform, but that the Municipality must perform itself or have completed as a consequence solely of the CLEC's failure to perform or complete, and all other payments due the Municipality from the CLEC pursuant to this Agreement and to the applicable provisions of the Municipality's Right of Way Ordinance.

- iv. Only where the construction of facilities proposed under the Master Permit will be performed in phases in multiple locations in the City, with each phase consisting of construction in multiple locations, but where construction in one location will not be undertaken prior to substantial completion of restoration in the previous location, then the Public Works Director may, in the exercise of sound discretion, allow the CLEC to post a single amount of security which shall be applicable to each phase or location of the construction under the Master Permit. The amount of the Bond for such phased construction shall be equal to the greatest amount that would have been required under the provisions of this section for any single phase or location (or equal to the amount for multiple locations if construction will be occurring in more than one place at a time).
- v. This Performance Bond shall be continuously maintained at the CLEC's sole cost and expense until the completion of the Installation Project.
- i. All licenses and regulatory authorizations issued by any agency authorizing the provision of the services to be provided.
- j. A master landscape plan, if, in the opinion of the Director of Public Works, any is appropriate for the Installation Project.
- k. At least one customer service contact name, number and e-mail address that the Municipality may provide to members of the public with any complaints or comments about CLEC service or work in the public ways.

7. **Permit Requirements for Individual Installations.** Once a Master Permit has been issued by the Municipality, CLEC shall only be required to submit such additional information as may be required by this section for each Individual Installation location within the Municipality. These shall include, but not necessarily be limited to, the following:

- a. Updates to any written traffic control and emergency contingency plan already on file with the Master Permit application, only if either will change for the Individual Installation. If any traffic interference or lane closures will be necessitated by an Individual Installation, CLEC must give municipality at least three business days' notice.
- b. For the Individual Installation, drawings, plans and specifications showing the work proposed, including engineering plans depicting the Individual Installation in detail, and the certification of an engineer that such drawings, plans and specifications comply with applicable codes, rules and regulations. Drawings shall include a location map, dimensions of the right-of-way line and a legend of all symbols.
- c. Any request for a variance from one or more provisions of the Right of Way Ordinance pursuant to the variance provisions of that Ordinance.
- d. A detailed site plan showing the preferred location of the proposed facilities (subject to One-Call marks) including any existing apparent structure and any apparent adjacent improvements.
- e. A specific landscape plan or update, if, in the opinion of the Director of Public Works, any is appropriate for the Individual Installation.

- f. Such additional information as may be reasonably required by the Municipal permitting authority to protect the public's health, safety, and welfare.
- 8. **Variations.** The Parties agree that the Municipality's Public Works Director may exercise discretion in determining whether an item identified in this Agreement applies to the particular circumstances of a Master Application Permit or an Individual Installation Permit and may waive a requirement or modify it to better fit the circumstances of the specific application pursuant to the Variation Procedure of the Municipality's Right of Way Ordinance.
- 9. **Fees and Costs.** Municipality shall not impose any permit fees inconsistent with the requirements of 35 ILCS 635/30, but all Parties agree that the Municipality may recover third-party engineering and other third-party costs incurred in the review of any installations or permit requests. By executing this Agreement, the CLEC agrees to reimburse the Municipality for all reasonably incurred third-party engineering and other third-party costs within 30 days of receipt from the municipality of an invoice or other documentation of such costs. The Municipality shall endeavor to keep the CLEC informed of the need for any third-party review associated with any installations or permit requests.

10. **Miscellaneous Provisions.**

- a. **Transferability of Agreement.** The CLEC's right, title, or interest in this Agreement shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the CLEC, without prior written notice to Municipality. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the CLEC in its fiber optic network in order to secure indebtedness.
- b. **Specific Performance.** This Municipality may seek specific performance of the CLEC's specific performance of this Agreement if after written notice by Municipality to CLEC of the occurrence or existence of a default or material breach, CLEC, fails to cure, or commence good faith efforts to cure, such default or material breach within 45 days after delivery of such notice. The Municipality may also seek monetary damages for its provable damages from any such breach.
- c. **Indemnification.** The indemnification provisions of the Right of Way Ordinance shall extend to and include any matters associated with or arising out of this Agreement.
- d. **No Joint Venture or Partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties hereto.
- e. **Joint and Collective Work Product.** This Agreement is and shall be deemed and construed to be a joint and collective work product of Municipality and CLEC, and as such, this Agreement shall not be construed against one party as the otherwise purported drafter of the same by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.
- f. **Severability.** If any provision of this Agreement is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the

unenforceable provision (consistent with the intent of the parties as evidenced in this Agreement) to the minimum extent necessary so as to render it enforceable.

- g. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the Circuit Court for Lake County, Illinois.
- h. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
- j. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of the Agreement. This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto.
- k. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To the Village:

Village Clerk
Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060

To the CLEC:

I3 Broadband
602 High Point Lane
East Peoria, IL 61611

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

Village of Mundelein, Illinois

i3 Broadband

By: _____
Steve Lentz, Mayor

By: _____
, Director

ATTEST:

Karen Walsh, Village Clerk

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of July 8, 2024

Subject: Relocate existing electric distribution lines

Financial Impact:

\$1,592,484

Attachments:

None

Background:

In 2023, we entered into an agreement with ComEd for the relocation of electrical lines for Morris Station. Per the Development Agreement with Morris Station (Section 8B) the Village is responsible for the underground relocation of utility lines.

Due to several factors the cost estimate has increased, requiring a new ordinance.

As in 2023, we are seeking approval to enter into an agreement with ComEd that allows them to recover the cost for the line relocation under Rider LGC, Local Government Compliance Adjustment (LGC), through billing all of ComEd's customers within the Village of Mundelein's boundaries.

The impact on taxpayers is as follows:

The average per kWh charge will increase by \$0.01247/kWh to be billed to ComEd's customers within the Village of Mundelein's boundaries for an approximate nine-month period following the initiation of the Project. This is an increase from \$0.00611/kWh approved in the previous ordinance 23-04-28.

USAGE	ESTIMATED INCREASE NEW AGREEMENT	ESTIMATED INCREASED APPROVED ORD 23-04- 28
500 kWh per month	\$6.23	\$3.06
750 kWh per month	\$9.35	\$4.58

Recommendation:

Motion to pass an Ordinance requiring Commonwealth Edison Company to relocate existing electric distribution lines and appurtenant facilities generally located on Seymour Avenue between east Maple Avenue and Park Street (the project area) Mundelein, Illinois in accordance with Rider LGC, Local Government Compliance adjustment, as approved by the Illinois Commerce Commission.

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 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-24-07-35
which is entitled

Relocate existing electric distribution lines

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 July 9, 2024 and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 7/9/2024.

Village Clerk

ORDINANCE NO. O-24-07-35

AN ORDINANCE REQUIRING COMMONWEALTH EDISON COMPANY TO RELOCATE EXISTING ELECTRIC DISTRIBUTION LINES AND APPURTENANT FACILITIES GENERALLY LOCATED ON SEYMOUR AVENUE BETWEEN EAST MAPLE AVENUE AND PARK STREET (THE PROJECT AREA) MUNDELEIN, ILLINOIS IN ACCORDANCE WITH RIDER LGC, LOCAL GOVERNMENT COMPLIANCE ADJUSTMENT, AS APPROVED BY THE ILLINOIS COMMERCE COMMISSION

WHEREAS, the Village of Mundelein (the Village) is a home rule municipal corporation and, in adopting this Ordinance, is acting pursuant to its home rule powers under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Village of Mundelein is planning the rehabilitation of Seymour Avenue and Park Street; and

WHEREAS, Commonwealth Edison (ComEd) has an existing electric distribution line and appurtenant facilities in this location; and

WHEREAS, said public improvements will require the relocation of the existing electric distribution lines and appurtenant facilities; and

WHEREAS, because the relocation and burial of the existing electric distribution line and appurtenant facilities is a non-standard municipal requirement, ComEd is permitted to recover the cost thereof under Rider LGC, Local Government Compliance Adjustment, through billing all of ComEd's customers within the Village of Mundelein's boundaries; and

WHEREAS, the Village Board of Trustees has determined that it is in the best interests of the Village to require ComEd to relocate the existing electric distribution line and appurtenant facilities running within this project area on the condition that ComEd recovers the cost of providing all labor and materials for the Project, i.e., \$1,592,484, only as permitted under Rider LGC, Local Government Compliance Adjustment, as approved by the Illinois Commerce Commission; and

WHEREAS, ComEd has estimated that, under Rider LGC, Local Government Compliance Adjustment, the cost of the Project, i.e., \$1,592,484, will increase the average per kWh charge by \$0.01247/kWh to be billed to ComEd's customers within the Village of Mundelein's boundaries for an approximate nine-month period following the initiation of the Project; and

WHEREAS, ComEd has also estimated that the average monthly bill for residential customers within the Village of Mundelein's boundaries for each month during said approximate nine-month period will be temporarily increased based on usage as follows:

USAGE	ESTIMATED AMOUNT OF INCREASE
500 kWh per month	\$6.23
750 kWh per month	\$9.35

WHEREAS, ComEd has submitted to the Village for approval Customer Work Agreement No. H24150LIB

(the “Agreement”), a copy of which is attached hereto and made a part hereof as **Exhibit A**, in which, among other things, ComEd has agreed to provide all labor and materials to relocate the existing electric distribution line running along this section of the NLEP project area at a cost of \$1,592,484; and

WHEREAS, by a separate Resolution passed contemporaneously herewith, the Village Board of Trustees is approving the Agreement and authorizing the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

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

SECTION I. ComEd shall be and hereby is required to relocate the existing electric distribution line and appurtenant facilities located in the Project Area in Mundelein, Illinois, as provided in Customer Work agreement No. H24150LIB, on the condition that ComEd shall recover the cost thereof only as permitted under Rider LGC, Local Government Compliance Adjustment, as approved by the Illinois Commerce Commission.

SECTION II. This Ordinance and each of its terms shall be an effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the Village President and Village Board of Trustees that, to the extent the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within the Village of Mundelein's jurisdiction.

SECTION III. Any policy, resolution or ordinance of the Village which conflicts with the provisions of this ordinance shall, to the extent of such conflict, be repealed.

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

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

President

ADOPTED: Monday, July 8, 2024

APPROVED: Monday, July 8, 2024

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of July 8, 2024

Subject: ComEd agreement to relocate overhead electric distribution lines

Financial Impact:

\$1,592,484

Attachments:

1. Exhibit A - Estimate work Agreement - Mundelein Morris Station-May 2024

Background:

In 2023, we entered into an agreement with ComEd for the relocation of electrical lines for Morris Station.

The Agreement is now being revised with a new cost *estimate*.

As with the first agreement, an original estimate of \$1,170,971, this is a non-binding, high level cost estimate and the final engineering design could change the cost. We enter into this agreeing to pay the final cost that will be determined once the final design is approved. The new estimate in the agreement is \$1,592,484.

Some of the factors leading to the increased estimate include:

- Change from using IDOT standards due to traffic complexity
- Enhanced Staging /Alterations to existing stages
- Additional engineering design effort
- Additional construction cost to set up/maintain traffic control
- Additional construction cost for restoration for pavement, signals, and pavement markings

The approval of this project estimate agreement will allow ComEd to begin the work on the line burial desired at Morris Station. Please note we have already received funds from developers for project costs associated with other utility burials occurring at the sites.

Please see the Ordinance regarding the LGC agreement for estimated residential impact.

Recommendation:

Motion to Adopt a resolution approving and authorizing execution of customer work agreement No. H24150LIB with Commonwealth Edison Company regarding relocation of overhead electric distribution lines and appurtenant facilities generally located on Seymour Avenue between East Maple Avenue and Park Street.

I hereby certify that the attached is an original of

Resolution No.

that said Resolution was adopted on **July 8, 2024**,
that it was posted in the Village Hall commencing on
7/9/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF CUSTOMER WORK AGREEMENT NO. H24150LIB WITH COMMONWEALTH EDISON COMPANY REGARDING RELOCATION OF OVERHEAD ELECTRIC DISTRIBUTION LINES AND APPURTENANT FACILITIES GENERALLY LOCATED ON SEYMOUR AVENUE BETWEEN EAST MAPLE AVENUE AND PARK STREET

WHEREAS, contemporaneously herewith, the Village Board of Trustees is adopting an Ordinance Requiring Commonwealth Edison Company to relocate an existing electric distribution line and appurtenant facilities generally located on Seymour Avenue between East Maple Avenue and Park Street (the "Project Area") in accordance with Rider LGC, Local Government Compliance Adjustment, as approved by the Illinois Commerce Commission; and

WHEREAS, the Village Board of Trustees has determined that it is in the best interest of the Village to enter into a Customer Work Agreement No. H24150LIB with Commonwealth Edison Company(the "Agreement"), a copy of which is attached hereto and made a part hereof as **Exhibit A**, in which, among other things, ComEd has agreed to provide all labor and materials to relocate and bury the existing electric distribution lines located in the Project Area at an estimated cost of \$1,592,484; and

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 Agreement, a copy of which is attached hereto as **Exhibit A**, is hereby approved on the condition that Commonwealth Edison Company recovers the cost of providing the labor and materials for the Project estimated to total \$1,592,484, only as permitted under Rider LGC, Local Government Compliance Adjustment, as approved by the Illinois Commerce Commission.

SECTION II: The Mayor and Village Clerk are hereby authorized to execute the Agreement on behalf of the Village.

XXX this 8th day of July 2024, by a roll call vote.

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

President

ADOPTED: Monday, July 8, 2024

APPROVED: Monday, July 8, 2024

ATTEST: _____

Village Clerk

Commonwealth Edison Company
Public Relocation Department
One Lincoln Centre
Oak Brook Terrace, IL 60181

www.comed.com

May 15, 2024

Adam M. Boeche
Director of Public Works and Engineering
Village of Mundelein
801 Allanson Road
Mundelein, IL 60060

Project: H24150LIB
Work Order: 18263160
EPS Project: 23FRD122

Re: Relocation of overhead electric facilities **Morris Station**, as occupied.

Dear Adam,

This letter is to provide an updated estimated costs regarding the **Village of Mundelein** request to relocate ComEd's overhead electric lines. More specifically, the subject electric lines are currently situated along **Morris Station. (E. Maple Ave., N. Seymour Ave., & E. Park St., N. Chicago Ave.)** to underground.

The preliminary estimated cost to relocate the existing overhead facilities is approximately **\$1,592,484**. This is a **non-binding, high-level cost estimate prepared without an approved and permitted engineering design** for preliminary budgetary purposes only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final costs may be higher or lower depending on mutual agreement of facilities relocated, final engineering design, difficulty of work area and what the accepted contract bid is for performing the work. The Village should take note that final costs will be based off the total actual charges that ComEd incurred to complete this project. This cost estimate is good for 60 days from the date on this letter.

General Assumptions:

- This estimate is for the relocation of ComEd electric facilities only. The Village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimates and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Other Responsibilities:

- Other's will be responsible to obtain all permits and easements/ROW at the other's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications (overhead to underground or relocated overhead service drops) are the responsibility of the village.
- Each switchgear being installed will require a minimum 10' x 22' parcel. This will have to be discussed in detail with the property owners.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of others.
- Others to provide ComEd with all required easements for underground facilities being installed.
- All trees, shrubs and vegetation to be removed by others in the proposed easement areas. Grade to be within 4" of final grade before ComEd starts its work.

Preliminary Scope of Work:

- Remove (11) distribution poles and approx. 1,980ft of overhead wire.
- Remove (2) overhead transformers.
- Install (6) distribution poles.
- Install approximately 1,560ft of conduit. Varying from a single duct to a six-duct package (totaling 4300' in total duct length).
- Install approximately 2,000ft of 12kV cable, and 700ft of Secondary cable.
- Install (2) 12kV pad mounted switchgears.
- Install (1) 3-Phase 75kVA pad mounted transformer.
- Install (1) 25kVA single phase pad mount transformer.
- Install (1) 50kVA single phase pad mount transformer.
- Extensive traffic controls and restoration per IDOT's requirements.
- Relocate commercial/residential services by others.

The list above reflects the scope of work based on the current design, that is not yet approved and still needs to incorporate IDOTs requirements. The Village of Mundelein had previously selected the Rider LGC option (listed below). Once engineering is complete, the cost estimate will be submitted for city approval.

The Village will have two payment options available to them. Check one of boxes below, sign and return with check and/or copy of the executed ordinance.

☐ The first would be a progressive payment schedule requiring a 75% first partial payment of **\$878,228** with the potential of multiple payments as construction progresses. The 75% deposit and all required easements must be in place before ComEd work can be scheduled. This can be a minimum of 8– weeks from that date contingent upon ComEd's scheduled workload. **Final payment invoicing will occur upon completion of the work.**

☐ The second option would be under Rider LGC, Local Government Compliance Clause, where ComEd applies an additional "per kilowatt-hour charge onto the monthly bills of all customers within the municipal boundaries of the **Village of Mundelein**. As costs for this project are incurred each month, the appropriate share of those costs will be reflected as a separate line-item charge on the monthly bills of the customers. The "per kilowatt-hour" charges will continue until the project is completed and all costs for the project are reflected on ComEd's books of account.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

'Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.'

The village should take special note of the fact that ComEd must meet our "Service" obligations at least cost to our "Ratepayers." Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the village desire place additional facilities underground, the Village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the Village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

FOR THE APPLICANT:

If you have questions, please feel free to call me directly.

Sincerely,

Daniel Mendez
 Senior Project Manager
 Public Relocation Department
Daniel.Mendez@ComEd.com

Accepted by _____ Signature _____

 Print Name

 Official Capacity

 Date