

AGENDA
VILLAGE BOARD MEETING NO. 3304
August 12, 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 July 22, 2024.

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

VII. PUBLIC HEARINGS

VIII. MAYOR'S REPORT

- A. Meeting Call - Finance Committee Meeting on August 26, 2024 at 6:30 PM at the Village Hall to discuss the Grocery Tax options.

- B. Approving the First Amendment to Purchase and Sale Agreement Between the Village of Mundelein and Fenton Brewing

Motion to adopt a Resolution Approving the First Amendment to the Purchase and Sale Agreement By and Between the Village of Mundelein and 428 North Chicago, LLC (Fenton Brewing).

- C. Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class VG Liquor License

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to increase the number of Class VG licenses authorized in the Village of Mundelein as it relates

to The Philly Special 1408 South Butterfield Road.

D. Museum Operating Agreement

Motion to adopt a Resolution authorizing the Mayor to execute a Museum Operating Agreement between the Village of Mundelein and the Mundelein Park and Recreation District.

E. Proclamation - Ovarian Cancer Awareness

IX. TRUSTEE REPORTS

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

1. Economic Development Assistance Agreement - JRM Park, LLC - 506 North Seymour Avenue

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

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

1. Wastewater Treatment System Improvements with FlexAir Aeration

Motion to adopt a Resolution waiving bids, accepting a proposal from EDI (Environmental Dynamics International) for replacement of FlexAir Diffusers and approving purchase order number 14012 in the amount of \$23,450.00.

2. Water Reclamation Facility - Emergency Repair

Motion to adopt a Resolution waiving bids, authorize an agreement with Burke LLC to complete the emergency repair of the water reclamation facility outfall, and ratify a purchase order in the amount of \$87,869.00 for said service.

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 July 22, 2024, and ending August 12, 2024, in the amount of \$1,499,961.45.

2. Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 08/12/24.

DATE	VENDOR	AMOUNT
08/12/2024	AT&T	\$1,913.86
08/12/2024	AT&T MOBILITY	\$6,312.58

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

E. Building Committee (Juarez, Ross, Wilson)

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

1. Application for Municipal Acceptance on a County Highway

Motion to Authorize the Mayor and Village Clerk to sign the Lake County Division of Transportation's Municipal Utility/Facility Acceptance on a County Highway Application for the Springs of Mundelein project.

G. Other Reports

X. SCHEDULED BUSINESS

A. Omnibus Vote Items

1. Snow and Ice Control Services - Zone 7

Motion to approve purchase order number 14069 in the amount of \$70,000 to Midwest Snow Solutions, Wauconda, Illinois, for contractual snow and ice control services in Zone 7.

2. Snow and Ice Control Services - Zone 8

Motion to approve purchase order number 14070 in the amount of \$45,000 to Yellowstone Landscape, Wauconda, IL, for contractual snow and ice control services in Zone 8.

3. Snow and Ice Control Services - Zone 9

Motion to approve purchase order number 14071 in the amount of \$70,000 to Robert Kinnucan Tree Experts and Landscaping Company, Inc., Lake Bluff, Illinois, for contractual snow and ice control services in Zone 9.

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 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 3303rd Regular Meeting of the Board of Trustees of the Village of Mundelein was held on July 22, 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, Meier, Ross, Schwenk, Wilson, Mayor Lentz

ABSENT: None

Village Attendance

PRESENT: Attorney Quance, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Police Chief Seeley, Building Department Director Sellas, Community Development Director Orenchuk, Public Works and Engineering Director Boeche

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Lentz led the Pledge of Allegiance.

MINUTES APPROVAL

Motion to approve the Board of Trustees Regular meeting minutes from July 8, 2024.

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

PUBLIC COMMENTARY

There was no public commentary.

PRESENTATIONS / AWARDS

There were no presentations or awards.

PUBLIC HEARINGS

There were no public hearings.

MAYOR'S REPORT

Appointment to the Mundelein Historical Commission - Jeffry Hayes

Motion to approve the appointment of Jeffry Hayes to the Mundelein Historical Commission.

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

Amending Chapter 5.76 of Mundelein Municipal Code - Class B Liquor Licenses - Mendoza Grocery & Liquors, Inc.

Motion to pass an Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code for Class B Liquor Licenses Authorized in the Village of Mundelein as it relates to 1116 Diamond Lake Road.

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

Amending Chapter 5.76 of Mundelein Municipal Code - Class G Liquor Licenses - JJSF Grit, Inc. dba Momo Sushi

Motion to pass an Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code to Decrease the Number of Class G Liquor Licenses Authorized in the Village of Mundelein.

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

Ordinance Amending Chapter 5.98 of Mundelein Municipal Code - Video Gaming Terminals - Arrobell Restaurant Group DBA Park Street Restaurant

Motion to pass an Ordinance Amending Chapter 5.98 of the Mundelein Municipal Code to Decrease the Number of Authorized Video Gaming Terminals Within the Village of Mundelein as it Relates to Arrobell Restaurant Group.

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

Proclamation - National Night Out

Police Chief Seeley spoke about the importance of the National Night Out. It is a nation-wide event with the communities coming out to show their stance against violence and crime. It is being held this year on August 6, 2024, 5 PM, at the Park District's Community Park. There are a lot of events for children including the movie Elemental. Mr. Seeley also noted that the Cops N Bobbers was a big success--over 400 residents came out to fish.

TRUSTEE REPORTS

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

739 West Maple Avenue – Lot Coverage Variation

Motion to pass an Ordinance granting relief in the maximum impervious surface coverage at 739 West Maple Avenue, Mundelein, Illinois.

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

Flaherty & Collins – AREA – Multi-family Residential Variations Ordinance

Motion to pass an Ordinance granting certain variations for a new multi-family residential building at 275-301 Plaza Circle.

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

Arts and Business Center Study – Phases 2 & 3 – AMS Planning & Research

Motion to authorize the Village Administrator to execute an Agreement for Authorized Services between the Village of Mundelein and AMS Planning & Services, subject to attorney review of the Agreement and approve purchase order number 14012 in the amount of \$23,450.00.

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

Trustee Wilson noted that Shakespeare Shorts: Midsummer's Night Dream will be presented August 9-11 at the park on Park Street. Also, this year's Lure of the Local will be at the ABC building at 165 Archer on September 13 with an opening night with music & food.

Mr. Wilson also wanted to give a shout-out to some Village businesses that demonstrated our motto "Start Here Star Here"--Shear Paradise Grooming--20 years, Frank's For The Memories--40 years and Fairhaven Auto Clinic on Orchard Avenue--50 years.

Public Works Committee (Ross, Meier, Lambert)

Water System Master Plan Update

Motion to Authorize Director of Public Works and Engineering to execute an agreement with HR Green, Inc. to update the Village Water Model and prepare a Water System Master Plan and to approve a purchase order in the amount of \$49,760.00.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Berman Ross
SECONDER:	Trustee Juarez
AYES:	Trustee Juarez, Trustee Lambert, Trustee Meier, Trustee Berman Ross, Trustee Schwenk, Trustee Wilson

NAYS:	None
ABSTAIN:	None

Finance Committee (Schwenk, Juarez, Ross)

Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between July 9, 2024, and ending July 22, 2024, in the amount of \$1,690,776.24.

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

Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 07/22/24.

DATE	VENDOR	AMOUNT
07/22/24	AT&T	\$2,528.22
07/22/24	AT&T Mobility	\$6,362.92

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

Governing Body - Pageant

Motion to approve the payment of bills, as indicated on the report dated 07/22/24.

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

Public Safety Committee (Lambert, Wilson, Juarez)

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

Trustee Juarez wanted to thank the Fire Department--today he saw a stranded vehicle with an older gentleman on the side of Midlothian Road and our Fire Department was helping him. It's great to see our responders helping residents like this--Thanks!

Building Committee (Juarez, Ross, Wilson)

No report.

Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

Trustee Meier had no report but Public Works & Engineering Director Boeche gave a heads up of an emergency repair--the outbound pipe is sinking into the river and needs to be dealt with. The repair will be started due to necessity and the agreement will be presented at the next Board meeting. Administrator Guenther asked Mr. Boeche what the repair costs will be (\$87,869) and asked the Board for a consensus for it to be ratified at the next meeting; the Board was in agreement for this issue.

Other Reports

No report.

SCHEDULED BUSINESS

Omnibus Vote Items

CyberClan Purchase Order / Invoice

Motion to approve purchase order number 13934 in the amount of \$138,393.75 for Cyberclan for project management.

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

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

IRMA - May 2024 Deductible

Motion to approve Purchase Order Number 13944 in the amount of \$29,393.32 to IRMA-Intergovernmental Risk Management Agency for the May 2024 Deductible.

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

IRMA - June 2024 Deductible

Motion to approve Purchase Order Number 13998 in the amount of \$49,727.81 to IRMA-Intergovernmental Risk Management Agency for the June 2024 Deductible.

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

VILLAGE STAFF REPORTS

Village Administrator

Arts and Business Center Study - Phases 2 & 3 - AMS Plannign & Research

Motion to authorize the Village Administrator to execute an Agreement for Authorized Services between the Village of Mundelein and AMS Planning & Services, subject to attorney review of the Agreement and approve purchase order number 14008 in the amount of \$70,100.00.

This motion is being done over due to the dollar amount being incorrectly noted previously.

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

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

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

ADJOURNMENT

Motion to Adjourn the Regular Board Meeting

Motion to Adjourn the Regular Board Meeting.

The Regular Board Meeting adjourned at 7:23 PM.

Village Clerk

To: Mayor and Board of Trustees

From: Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of August 12, 2024

Subject: Approving the First Amendment to Purchase and Sale Agreement Between the Village of Mundelein and Fenton Brewing

Financial Impact:

N/A

Attachments:

1. Exhibit A - First Amendment to Real Estate Agreement

Background:

At the June 10, 2024 Board Meeting, 428 North Chicago, LLC ("Fenton Brewing") and the Village entered into a Purchase and Sale Agreement whereby Fenton Brewing agreed to purchase the building and property located at 428 and 434 North Chicago Avenue. Fenton Brewing has requested that the Village amend the Agreement to extend the due diligence period to August 30, 2024. The Village agrees to extend the due diligence period and Fenton Brewing and the Village agree to a closing date of September 6, 2024.

Recommendation:

Motion to adopt a Resolution Approving the First Amendment to the Purchase and Sale Agreement By and Between the Village of Mundelein and 428 North Chicago, LLC (Fenton Brewing).

I hereby certify that the attached is an original of
Resolution No. R-24-08-39
that said Resolution was adopted on **August 12, 2024**,
that it was posted in the Village Hall commencing on
8/13/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-39

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE VILLAGE OF MUNDELEIN AND 428 NORTH CHICAGO, LLC (FENTON BREWING)

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

WHEREAS, 428 North Chicago, LLC (“Fenton Brewing”) and the Village entered into a Purchase and Sale Agreement whereby Fenton Brewing agreed to purchase the building and property located at 428 and 434 North Chicago Avenue (the “Agreement”); and

WHEREAS, Fenton Brewing is requesting that the Village amend the Agreement to extend the due diligence period to August 30, 2024; and

WHEREAS, Fenton Brewing and the Village agree to a closing date of September 6, 2024; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village to approve the First Amendment to the Purchase and Sale Agreement with Fenton Brewing attached hereto as **Exhibit A**.

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

SECTION I: That the First Amendment to the Purchase and Sale Agreement is hereby approved, and the Mayor and Village Clerk are hereby authorized and directed to execute and attest, respectively, the First Amendment to the Purchase and Sale Agreement.

XXX this 12th day of August 2024 by roll call vote.

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

President

ADOPTED: Monday, August 12, 2024

APPROVED: Monday, August 12, 2024

ATTEST:

Village Clerk

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the “Amendment”) is made effective as of August 12, 2024 (the “Effective Date”), by and between **428 N. CHICAGO LLC, an Illinois limited liability company (“Buyer”)**, and **THE VILLAGE OF MUNDELEIN, an Illinois municipal corporation (“Seller”)**.

- A. Buyer and Seller entered into that certain Real Estate Purchase and Sale Agreement dated June 10, 2024 (the “Agreement”), related to the purchase by Buyer and the sale by Seller of real estate commonly known as 428 N. Chicago, Mundelein, Illinois and 434 N. Chicago, Mundelein, Illinois (“Real Estate”).
- B. Buyer and Seller desire to amend the Agreement as more fully set forth below in order to extend the Due Diligence Period and Closing Date under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Definitions. All capitalized terms used in this Amendment shall have the same meaning ascribed to such terms in the Agreement, unless specified to the contrary herein.
3. Section 5.1. Due Diligence Period. The Due Diligence Period shall be extended until August 30, 2024.
4. Section 7.1. Closing. The Closing, if the Agreement is not terminated during the Due Diligence Period in accordance with the terms of this Agreement, shall be on Friday, September 6, 2024.
5. Execution and Counterparts. This Amendment may contain more than one counterpart of the signature page, and this Amendment may be executed by the affixing of the parties’ signatures to one or more of such counterpart signature pages; all such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signatories have signed a single signature page. This Amendment may be executed using electronic signature such as DocuSign or other similar electronic signature services.
6. Ratification. Except as herein modified and amended, the terms and conditions of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.
7. Facsimiles or E-Mails. The parties may evidence their agreement to this Amendment by facsimile or e-mail transmission of a copy of this Amendment bearing the respective party’s signature, and such facsimile or e-mail copy shall be binding for all purposes as fully as a copy bearing the original signature of such party.

[Separate Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been executed by the Seller and Buyer with due authority as of the Effective Date.

SELLER:

VILLAGE OF MUNDELEIN,
an Illinois municipal corporation

By: _____

Its: _____

BUYER:

428 N. CHICAGO LLC,
an Illinois limited liability company

By: 

Its: Manager

73645258;1

To: Mayor and Board of Trustees

From: Wendy Whitaker, Customer Service Supervisor

For: Village Board Meeting of August 12, 2024

Subject: Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class VG Liquor License

Financial Impact:

N/A

Attachments:

None

Background:

The following Ordinance increases the number of Class VG Liquor Licenses from three (3) to four (4) to provide The Philly Special at 1408 South Butterfield Road with a Class VG liquor license.

Recommendation:

Motion to pass an Ordinance amending Chapter 5.76 of the Mundelein Municipal Code to increase the number of Class VG licenses authorized in the Village of Mundelein as it relates to The Philly Special 1408 South Butterfield Road.

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-24-08-41
which is entitled

Ordinance Amending Chapter 5.76 of the Mundelein Municipal Code - Class VG Liquor License

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 August 13, 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 8/13/2024.

Village Clerk

ORDINANCE NO. O-24-08-41

AN ORDINANCE AMENDING CHAPTER 5.76 OF THE MUNDELEIN MUNICIPAL CODE TO INCREASE THE NUMBER OF CLASS VG LIQUOR LICENSES AUTHORIZED IN THE VILLAGE OF MUNDELEIN AS IT RELATES TO THE PHILLY SPECIAL LOCATED AT 1408 SOUTH BUTTERFIELD ROAD

WHEREAS, the Village of Mundelein, Lake County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village to increase the number of authorized Class VG liquor licenses from three (3) to four (4) in order to provide a Class VG liquor license to 4th and South, LLC doing business as The Philly Special located at 1408 South Butterfield Road.

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

SECTION I. Subsection O. of Section 5.76.140, License classification; fees; number; hours; is hereby amended to decrease the number of authorized Class VG liquor licenses from three (3) to four (4), and shall henceforth read as follows:

O. Class VG license (restaurants with video gaming), which shall authorize the retail sale in restaurants of alcoholic liquor for consumption on the licensed premises where sold. Such licenses may be issued and retained by those establishments which:

- (1) Have a seating capacity at tables for a minimum of twenty-five persons for food service;
- (2) Are, in fact, operated and licensed as restaurants; and
- (3) Offer their patrons full and complete meals, including dinner menu, and in which the service of alcoholic beverages is incidental and complimentary to the service of such meals.

The annual fee for each such license shall be three thousand dollars and there shall be no more than a total of four Class VG licenses outstanding and in force at any one time. Said establishment shall be closed from twelve a.m. to seven a.m. on weekdays and from one a.m. to seven a.m. on Saturdays, Sundays, and holidays, during which time no alcoholic liquor shall be sold or offered for sale on the premises.

Class VG license holders are permitted to allow video gaming on the premises in accordance with Chapter 5.98 of this code.

SECTION II. Severability. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect the remaining provisions of this Ordinance.

SECTION III. Repeal of Prior Ordinances. All prior Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION IV. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as required by law.

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

President

ADOPTED: Monday, August 12, 2024

APPROVED: Monday, August 12, 2024

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Eric Guentehr

For: Village Board Meeting of August 12, 2024

Subject: Museum Operating Agreement

Financial Impact:

N/A

Attachments:

1. Exhibit A - IGA 2024 Museum Operating Agreement - 08.12.24

Background:

The Village entered into a Museum Operating Agreement between the Village of Mundelein and the Mundelein Park and Recreation District in August 2019 that expires in August 2024. The Village and the Mundelein Park and Recreation District determined it is in the best interest to extend the agreement for another three years.

Recommendation:

Motion to adopt a Resolution authorizing the Mayor to execute a Museum Operating Agreement between the Village of Mundelein and the Mundelein Park and Recreation District.

I hereby certify that the attached is an original of
Resolution No. R-24-08-40
that said Resolution was adopted on **August 12, 2024**,
that it was posted in the Village Hall commencing on
8/13/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-40

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MUSEUM OPERATING AGREEMENT BETWEEN THE VILLAGE OF MUNDELEIN AND THE MUNDELEIN PARK AND RECREATION DISTRICT

WHEREAS, the Village of Mundelein established the Mundelein Historical Commission in December 2018; and

WHEREAS, the purpose of the Mundelein Historical Commission is to cooperate and collaborate with other organizations, as appropriate, to develop a long-term plan to preserve Mundelein's history and to make its history accessible and available to the community; and

WHEREAS, the Mundelein Historical Commission is charged with planning the administration of programs, policies, and activities to preserve the Village's history for current and future generations; and

WHEREAS, the Mundelein Park and Recreation District is the owner of the historical structure commonly known as the “Heritage Museum,” located at 601 East Noel Drive, Mundelein, Illinois; and

WHEREAS, the Mundelein Historical Commission desires to operate a museum in the Heritage Museum facility; and

WHEREAS, the Village of Mundelein and the Mundelein Park and Recreation District determined it to be in their respective best interests to enter into an agreement in August 2019 defining the rights and responsibilities under which the Mundelein Historical Commission may conduct its museum activities in the Heritage Museum facility; and

WHEREAS, the Village of Mundelein and the Mundelein Park and Recreation District have determined it to be in their respective best interests to extend the agreement for another three (3) years; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS, that the Mayor is hereby authorized to execute a Museum Operating Agreement between the Village of Mundelein and the Mundelein Park and Recreation District, as attached hereto as **Exhibit A**.

XXX this 12th day of August 2024 by roll call vote.

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

President

Monday, August 12, 2024

Monday, August 12, 2024

Village Clerk

MUSEUM OPERATING AGREEMENT

THIS OPERATING AGREEMENT ("Agreement") is extended and entered into this 13th day of August 2024, by and between the Mundelein Park and Recreation District ("Park District") an Illinois unit of local government and the Village of Mundelein, an Illinois home rule municipality ("Village"). The Park District and Village may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

- A. WHEREAS, the Park District is the owner of a certain historical structure commonly known as the "Heritage Museum" and located at 601 East Noel Drive, Mundelein, Illinois; and
- B. WHEREAS, the Village operates a volunteer Historical Commission; and
- C. WHEREAS, the Historical Commission wishes to operate a museum in the Heritage Museum facility; and
- D. WHEREAS, the Park District and Village find it to be in their respective best interest to enter into an agreement defining the rights and responsibilities under which the Historical Commission may conduct its museum activities in the Heritage Museum facility.

NOW, THEREFORE, in consideration of the promises, terms and obligations stated herein, the Park District and Village agree as follows:

- 1. **Recitals:** The foregoing recitals are incorporated herein as substantive provisions of this Museum Operating Agreement.
- 2. **Term of Agreement:** This Agreement shall commence on August 13, 2024 and shall terminate on August 12, 2027, unless otherwise provided for by this Agreement. The Agreement may be renewed for one (1) three-year extension commencing on August 12, 2027, upon the parties' mutual agreement for extension and upon the same terms and conditions or such modified terms and conditions as the parties may establish.
- 3. **Facilities:** The Village is hereby granted a license for non-exclusive access and use of the Heritage Museum facility for the term of this Agreement. This is a bare license and is not a lease. The Village and the Historical Commission are not tenants, and this Agreement does not grant the Village or the Historical Commission any interest in the real property of the Park District.
- 4. **License Fee:** The Park District and Village have agreed that the Village shall pay to the Park District the sum of \$1 as a License Fee for the term of this Agreement.
- 5. **Operations:** While this Agreement is in effect, the Village agrees that the Heritage Museum facility shall be open to the public during hours mutually agreed upon by the Parties. Use of the Heritage Museum shall be for community programs, teachers' programs, display of historical data of Lake County and other varied community and Park District activities as approved by the Park District. All activities shall be in conformance with Park District policies and ordinances and all statutes having jurisdiction. The Village agrees to maintain regular program offerings to include regular operating hours for public

viewing, special events and seasonal displays and other dynamic programs to maintain a high level of community awareness and appreciation of the Heritage Museum.

6. **Park District Revenues and Expenditures.**

- A. The Park District shall annually make an appropriation for expenditures from its Museum Fund for the purpose of supporting Heritage Museum programs and activities. The amount of such appropriations shall be determined by and at the sole discretion of the Park District Board of Commissioners. The Park District makes no other commitment to expend funds in any specific amounts or from any source other than its Museum Fund.
- B. All revenue resulting from the operation of the Heritage Museum shall be remitted to the Park District for deposit in the Museum Fund and shall be invested in the same manner as other Park District money.
- C. All expenditures from the Museum Fund shall be made solely in conformance with State and local laws, rules and regulations governing the expenditure of Park District funds, public contracting and public construction projects. The Park District designates its Executive Director as the authority for granting approval for expenditures related to or required by this License Agreement.

7. **Park District Liaison to Historic Commission:** The Park District shall appoint an employee to serve as liaison to the Historical Commission. The Park District appointee shall be entitled to attend all meetings of the Historical Commission and shall serve as the point of contact with the Historical Commission regarding matters related to this Agreement and the operation of the museum.

8. **Exhibits and Artifacts:** The Park District shall have sole discretion to approve or reject all artifacts and exhibits offered to the Historical Commission for exhibition in the museum and to approve or reject disposal of all museum artifacts and exhibits. The Park District shall own all artifacts and exhibits displayed in the museum, except for any artifacts or exhibits loaned to or otherwise made available to the museum on a temporary basis. The Historical Commission shall be responsible for all maintenance and upkeep of all exhibits and artifacts and the Historical Commission shall have access to the Heritage Museum facility during normal operating hours.

9. **Maintenance and Utilities:** The Park District shall be responsible for all building and grounds maintenance, security systems and all utility costs, and shall have unlimited access to the Heritage Museum building.

10. **Termination:** This agreement may be terminated by either Party giving written notice to the other of intent to terminate at least ninety (90) days prior to termination. Once notice is received, this Agreement is terminated on the ninetieth (90th) day thereafter.

Upon expiration or termination of this Agreement, the Village and the Historical Commission shall

quit and peacefully surrender the Heritage Museum facility to the Park District, and the Park District, upon or at such expiration or termination, may, without further notice, enter on and reenter the Heritage Museum facility and possess and repossess itself thereof and may dispossess Village and remove Village, the Historical Commission, and all other persons and property from the Heritage Museum facility and may have, hold and enjoy the Heritage Museum Facility.

11. **Indemnification:** The Village and the Historical Commission shall indemnify, defend and hold harmless the Park District, its officers, elected officials, employees, volunteers and agents against any and all claims, damages, losses and expenses, and suits of any manner, including but not limited to, legal fees (attorneys and paralegals' fees and court costs), arising from or in any way connected with; i) the conduct, operation or management of the Mundelein Historical Museum facility or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; ii) any act, omission, wrongful act or negligence of the Village, the Historical Commissioner or any of Village or Historical Commission subcontractors or licensees (if applicable) or the partners, directors, Officers, agents, employees, invitees or contractors of Village or Historical Commission or their licensees; iii) any accident, injury, or damage whatsoever occurring in or at the Heritage Museum facility regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Village and Historical Commission shall similarly protect, indemnify, and hold and save harmless the Park District, its officers, elected officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Village or Historical Commission breach of any of their obligations under, or default of, any provision of this Agreement.
12. **Insurance:** The Village shall name the Park District as an additional insured, as relates to this Agreement, on the Village's General Liability, Umbrella, and Property Damage insurance policies or self-insurance. The Village shall provide the Park District certificates and policy endorsements naming the Park District as additional insured. Said Village insurance coverage or self-insurance shall be primary, and any insurance or self-insurance maintained by the Park District shall not contribute to it.
13. **Independent Contractor Status:** Village and Historical Commission act solely in the capacity of independent contractors for the Park District and not as an employee of the Park District. Village shall be responsible for the direct supervision of all of its employees, volunteers, agents, or subcontractors. The Village shall provide all workers' compensation and unemployment

insurance, social security and other related benefits for its employees as required by law. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Park District and the Village or the Historical Commission. Except as otherwise expressly provided in this Agreement, no Party shall become bound, with respect to third parties, by any representation, act or omission of the other Party.

14. **Compliance with Laws:** Village and Historical Commission agree to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facilities, including but not limited to all applicable codes, laws ordinances, and regulations of the Village of Mundelein, the Park District, the County of Lake, the State of Illinois, and the United States, including, but not limited to, health and sanitation (food and sanitation certificate holder), age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. The Historical Commission shall be allowed to sell souvenir type items provided such sales are regarded as de minimus and do not call into question the Park District's real estate tax exemption on the Heritage Museum facility.
15. **Facility Conditions, Cleanliness and Sanitation:** Village and Historical Commission agree to maintain the Heritage Museum facilities in a clean, neat and orderly condition always. Village or Historical Commission shall make no modifications to any of the Heritage Museum facilities without the prior written approval of the Park District. Immediately upon termination of this Agreement for any reason, the Village and Historical Commission shall return the Heritage Museum facilities and any equipment contained therein to the Park District in the same condition as received, ordinary wear and tear and/or Park District- approved improvements excepted. The Historical Commission may submit to the Park District annual requests for facility improvements on or before September 15 of each year. The Park District shall, in its sole discretion, have authority to approve or reject such requests and determine the amount of funds the Park District will commit to such improvements, if any.
16. **Equipment:** Village and Historical Commission: a) have examined the building and equipment prior to the execution of this Agreement and finds them to be satisfactory; b) acknowledges that no representation as to the condition or repair of the facility has been made by the Park District other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the facility has been made by the Park District. The Village and Historical Commission shall maintain the equipment, fixtures, and any other personal property located thereon and therein in a clean, orderly, sanitary, pest free and safe condition. The Park

District shall maintain and repair all structural and mechanical components of the buildings. Heat and electricity for the buildings shall be supplied by the appropriate public utilities, at Park District's sole cost and expense.

17. **Waiver:** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing and signed by both Parties.
18. **Severability:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
19. **Authorized Signatures/ Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind the Village, the Historical Commission, and the Park District and the Agreement shall not be effective until fully executed and delivered to all parties.
20. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all parties.
21. **Notices:** All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below or at such other address(es) as the Parties may formally designate, in writing, from time to time.

Park District

Mundelein Park & Recreation District
1401 North Midlothian Road
Mundelein, IL 60060
Attn: Executive Director

Village

Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060
Attn: Village Administrator

22. **Assignment:** This Agreement shall not be assigned without the express written consent of the non-assigning Party.
23. **Performance Reviews:** If the Park District determines, in its reasonable opinion, that the operations at the Premises are unsatisfactory, then Village agrees to meet at least once with the Park District within 24 hours of receipt of any oral or written notice from the Park District, to discuss Village performance. If the Park District determines in its reasonable opinion that operations are not consistent with appropriate standards of health, sanitation, safety, quality and reliability, the Park District may terminate the Agreement as set forth above for cause.
24. **Time**
Time is of the essence for all matters concerning this Agreement.
25. **Non-Discrimination**
In connection with performance of this Agreement, Village agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin.
26. **Jurisdiction:** This Agreement shall be governed by laws of the State of Illinois.
The venue for all actions hereunder shall be Nineteenth Judicial Circuit, Lake County, Illinois. Any and all actions brought on behalf of Vendor under this agreement, or the license granted hereunder shall be commenced within one year of conduct or actions giving rise to the action.
27. **Freedom of Information Act:** Each Party shall be responsible for complying with FOIA requests regarding documents in its possession. If it receives a FOIA request for documents which may be the possession of the other Party, it shall inform the person requesting such documents.
28. This Agreement shall supersede the Intergovernmental Agreement between the Parties entered into July 22, 2019.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories.

PARK DISTRICT

By: _____

Name: _____
President

Attest: By: _____
Secretary

VILLAGE

By: _____

Name: Steve Lentz
Mayor

Attest: By: _____
Clerk

Mundelein Heritage Museum Collection Management Policy

INTRODUCTION

Mission Statement

The purpose of the Mundelein Heritage Museum is to preserve and promote our community's natural, native, and historical culture for the benefit of the public and to inspire excitement and curiosity about the past and appreciation for its relevance today.

Role of the Mundelein Heritage Museum within the Community

The Mundelein Heritage Museum (the Museum) is a cultural, educational institution operated by the Mundelein Park and Recreation District (the MPRD) a governmental corporation established by the State of Illinois. The Museum is managed by the Mundelein Historical Commission (MHC), a Village Commission appointed by the Mundelein Mayor and Board of Trustees. The Commission maintains a roster of community volunteers to carry out the tasks related to museum management and operations. The objects in the museum collection (the Collection) are displayed for public enjoyment and education. Archival materials are available for research purposes upon appointment, but the Museum is not primarily a research institution.

Description of the Permanent Collection

The Museum's permanent collection focuses primarily on the human history of the Mundelein area from settlement to the modern era with the heaviest concentration of materials ranging from 1890 to 1960. The collection consists of the following: 1) Objects that depict the daily life of Mundelein area residents, significant historical events, businesses, individuals, structures, etc. associated with Mundelein; 2) Photographs, both original and copies, documenting daily life, individuals, businesses, and historical events; and 3) Archival materials including newspapers, magazines, books, maps and other paper recording events relevant to the life and history of Mundelein and its residents. The collection includes, but is not limited to, historic structures, furniture, textiles, clothing, ceramics, glass, metal, horse-drawn vehicles, tools and equipment, fine and folk art, books and archival materials. Hereafter, objects, photographs and archival materials shall be referred to as "museum items."

GOVERNANCE

Role of the Mundelein Park and Recreation District Board

The MPRD Board of Commissioners (the MPRD Board) shall perform the following role regarding oversight of the Museum Collection: 1) Establish and administer an annual budget for the management and maintenance of the Mundelein Heritage Museum, and the Collection; 2) Ensure the Museum Facility interior, exterior, equipment and grounds are maintained; 3) Allocate and administer an annual budget for the maintenance and care of the Collection, the facility and the grounds; 4) Review, accept or reject the recommendations of the Historical Commission regarding acquisition, accessioning and de-accessioning of artifacts and items. No items shall be added to or removed from the museum collection without the approval of the MPRD Board.

Role of the Mundelein Historical Commission

The Historical Commission shall review the recommendations of its Collection Committee regarding acquisition, accessioning, and de-accessioning, and approve or disapprove the recommendations. No items shall be brought to the MPRD for action without the approval of the Historical Commission. The Commission has the responsibility for the protection of the Museum Collection, and the duty to ensure that the collection is carefully preserved, and properly presented for public display in accordance with its Mission Statement. The Commission shall make recommendations to the MPRD regarding the acquisition, display, storage, and care of the Collection in accordance with this policy.

Role of the MHC Collection Committee

The Collection Committee is a sub-committee of the Mundelein Historical Commission. It shall be comprised of three members of the Commission and two community volunteers appointed by the Chairman of the Commission and approved by a majority of Commission Members. Meetings of the committee shall be held in compliance with the Illinois Open Meetings Act.

The Committee shall act in a supervisory role for the acquisition, accession, de-accession, care, and conservation of the objects, photographs, and archival materials in the museum collection. The sub-committee shall: 1) review and recommend the acquisition of objects, photographs, and archival materials for the museum collection; 2) Oversee the accessioning process for all items approved for acquisition; 3) Recommend and administer the de-accessioning of items from the museum collection, and 5) Present, as needed, recommendations for the accessioning and de-accessioning of items to the museum collection before the MPRD.

Role of the Facility Maintenance Committee

The Facility Maintenance Committee is a sub-committee of the Mundelein Historical Commission. It shall be comprised of two members of the Commission and appointed by the Chairman of the Commission and approved by a majority of the Commission Members. Meetings of the committee shall be held in compliance with the Illinois Open Meetings Act. The committee shall act in a consulting role for the maintenance of the museum collection, buildings and grounds with the Mundelein Park District. The sub-committee shall: 1) consult with the Park District: vacuuming, mopping, clearing cob webs inside and out, dusting of window sills, cleaning washrooms; 2) Insure that the Park District is notified when the following operations are required: shampooing of carpets, waxing of floors; 3) Notify the Park District if any of these routine maintenance activities need attention: rodent and insect control, heating and air conditioning maintenance, maintenance of outside grounds, maintenance of telephone, computer equipment, garbage collection, inside humidity control. Report any building programs to MPRD staff.

Acquisition

Acquisition is the discovery, evaluation, negotiation, of terms, taking custody of, title to, and acknowledging receipt of museum items for the collection.

The "Original Collection" of the Mundelein Heritage Museum consists of all the objects, photographs, and archive materials collected by the Fort Hill Historical Society and transferred to the Mundelein Park and Recreation District upon dissolution of the Historical Society. Items in the original collection are identified in the Collection Inventory by an accession number containing the designations "OC."

Future Museum Items added to the Heritage Museum collection after acceptance of the Original Collection by the MPRD will be accessioned without the OC designation.

Nature of Ownership: Materials and objects may be acquired by gift, bequest, purchase, or any other appropriate transaction by which full and absolute title is effectively transferred to the MPRD. No museum items shall be accepted which are known to have been illegally imported, stolen, or collected in a manner contrary to state or federal law. MHM: subscribes to the provisions of the International Council of Museums Convention of 1970, and the Native American Graves and Property Repatriation Act. The MHM: shall obtain the right, title and interest for all acquisitions, without restrictions or limiting conditions.

The MHC shall oversee the maintenance of acquisition files that shall contain any legal instruments and conveyances concerning the origin of each acquisition.

Collecting Objectives for the MHM are: 1) to display objects and photographs that depict daily life of the

inhabitants of the Mundelein area throughout history; 2) preserve the natural, native, and historical culture of the Mundelein area; 3) connect the “story” of the everyday items on display to the people that owned them, the historical events that occurred in here, or to the history of the United States of the State of Illinois; 4) promote the public interest, and inspire excitement and curiosity about Mundelein’s past and create an appreciation for the relevance today, 5) provide archival materials for historical, genealogical and educational research.

The focus of the collection is on the people and businesses of the Mundelein area, and events that occurred in Mundelein, the surrounding area, the State of Illinois and the nation that significantly affected the residents of Mundelein.

Criteria for Acquisition: Materials and objects must meet the following criteria to the satisfaction of the Collections Committee before being acquired. The acquisition must conform to the MHM’s collecting objectives. A written statement of why an item should be acquired must be prepared by the Collections Committee and presented to the Historical Commission for approval before being presented to the MPRD Board. The present owners must document clear title to the best extent possible.

Acquisitions must, in general, be from donor-imposed restrictions. Acquisitions shall not be encumbered by less than full literary rights, property rights, copyrights, patents, trademarks, or by physically hazardous attributes. The MHM must be able to properly care for and house the proposed acquisition according to generally accepted professional standards. No member of the MHC or MHM will appraise a gift or any other artifact for a member of the public. If the acquisition is a purchase, funding, transportation, and conservation must be approved by the MPRD before the purchase occurs. Funding for acquisitions must be allocated in the MPRD Museum Operating Budget. If funding is not allocated for acquisitions, the MPRD may consider a written request from the MHC for unbudgeted funds from the Park District Museum Fund. Archival materials and photographs that are not accessioned may be accepted without approval of the MPRD Board. Prior to the acquisition of property by gift, the prospective donor shall be provided a copy of the MHM collections policy.

Accessioning

Items acquired for the MHM collections will be accessioned according to standardized procedures adopted by the MHC. All objects from the Original Collection, and any acquired thereafter, shall be accessioned. Archival research materials are not subject to accessioning, with the exception that books and paper materials that are not historically significant to the Mundelein area shall be considered artifacts and shall be accessioned. The determination whether to accession a paper artifact shall be determined by the MHC. The MHC may delegate this authority to a qualified individual.

Care and Preservation

The MHM realizes its obligation to protect the collection, which is being held in the public trust, in accordance with the following guidelines:

- A stable environment for items in the collection whether in storage or on display shall be maintained as best as possible by providing protection from excessive light, heat, humidity, dust and pests.
- All material shall be protected against theft, fire and other dangers in accordance with the MPRD management and disaster policies.
- When necessary, the care and conservation of the collection, the Collections Committee shall seek advice from the Dunn County Museum staff. Records on all new objects and materials added to the collection shall have appropriate documentation: deed of gift, title, relevant correspondence, accession form, etc.

- Objects and materials de-accessioned from the collection shall have appropriate documentation: de-accessioning forms, authorization approvals from the HC and MPRD Board, transfer letters, acceptance letters, etc. Inventories and location records shall be kept up to date to prevent loss and to facilitate public access to the collection.
- MPRD shall make the MHM mission statement and collections policy available on its website.

De-Accessioning

De-Accessioning is the process of permanently removing from the Permanent Collection accessioned museum objects or materials. The de-accessioning process shall be cautious, deliberate and consistent with the MHM mission statement and collections policy.

Museum items must meet at least one of the following criteria as determined by the MHC and the MPRD Board to be considered for de-accessioning:

- The item is inconsistent with the mission of the MHM.
- The item lacks original or physical integrity.
- The item has failed to retain its identity or authenticity or has been lost or stolen and remains lost or stolen for longer than two years.
- The item is redundant or duplicates other items or material in the collection and does not have a discernible connection to a Mundelein resident, federal, state or local historic event, is not necessary for educational or research purposes, does not further the mission of the MHM.
- The MHM is unable to properly preserve or conserve the item or material.
- The item lacks provenance, is readily obtainable on the open market, has been extensively repaired or altered, or is generally a poor example of its type.
- The item is being returned to its rightful owner, or to whom it was being held on loan.
- The item is being returned to the donor or donor's heirs because it can no longer fulfill restrictions related to the care or presentation of the item.
- The item presents a hazard to people or other collection items.

Authority for De-Accessioning

The Collections Committee is responsible for the application of the de-accessioning criteria. Any museum item identified for de-accessioning shall be documented by a written statement describing the material and supported by the criteria believed to justify the de-accession. The statement shall include the estimated market value, if available, and the recommended means of disposal. All accessioning documentation shall be included. All requests for de-accessioning shall be approved by the MHC before being presented to the MPRD Board. No museum item may be de-accessioned without the approval of the MPRD Board.

Disposal - Method of Disposal

The preferred method of disposal is to sell, donate or trade the de-accessioned item(s) to another public non-profit institution in order to ensure that the items will remain in the public domain. De-accessioned objects may also be returned to the original donator or sold at public auction or at a public sale.

Items in the Original Collection, accessioned with the OC code, shall not be sold at public auction or a public sale. Only items added to the collection and accessioned without an OC code are subject to sale. Items in the original collection may be donated, traded, disposed of, or returned to the original donator.

In the case of infestation, extreme disintegration or extremely poor condition, an item may be disposed of by

physical destruction or disposal. Once an item is accessioned, disposal or destruction in this manner must be approved by the MHC and the MPRD.

Items that fail to sell at public auction or sale, shall be sold in a private sale, given away, destroyed, or disposed of.

Ethics of Sale

Museum employees, officers, trustees, volunteers, or their immediate families or representatives shall not purchase an item through public or private sale or be given or otherwise transferred any museum item unless they were the donator of the item, or have obtained prior approval of the MHC and the MPRD Board.

Disposal of museum items through any means is solely for the advancement of the MHM mission. Proceeds from the sale of de-accessioned collection items shall be deposited into the MPRD Museum Fund.

LOANS AND TEMPORARY CUSTODY OF PERMANENT COLLECTION

Terms and Conditions for Outgoing Loans

Until the original permanent collection of the MHM has been fully inventoried, accessioned, and ownership transferred to, and accepted by, the MPRD Board, there shall be no outgoing loans of materials or objects from the collection to any other institution or organization.

Items on Loan to the Mundelein Historical Museum

Until the original permanent collection of the MHM has been fully inventoried, accessioned, and ownership transferred to, and accepted by, the MPRD Board, the MHM shall not accept items on loan from another institution, organization or individual.

Development of Provisions for Outgoing and Incoming Loans

Following the acceptance of the original collection by the MPRD Board, the MHC may develop Terms and Conditions for Outgoing Loans of materials or objects from the collection; and Terms and Conditions for Incoming Loans. The provisions for outgoing and incoming loans shall provide for Documentation, Protection of Loaned Items, Liability, Indemnification, Transport, and any other provisions deemed necessary to protect the loaned items that may be deemed appropriate.

Temporary Custody

Considering Objects or Materials for Acquisition: If the HM is presented with an option to acquire an item, it may do so under the following conditions: Items shall not be held in Temporary Custody at the MHM.

Owners of objects or materials presented for acquisition shall sign a "letter of offering," that includes identification of the item(s) being offered, a photograph of the item, information regarding the items conformance with the MHM collection policy and a statement of ownership. Any item acquired after the adoption of this policy shall not be considered part of the original collection and shall be accessioned accordingly.

ACCESS TO THE PERMANENT COLLECTION

Public Access

Providing public access to the MHM collection is an important part of the mission of the MHM. The MHC shall establish hours of operation for access by the general public, which shall be staffed with volunteer docents. Visitors to the museum shall be guided through the collection by a volunteer docent. All docents shall be provided with a copy of the Collection Management Policy and be provided training about the collection.

Access to School Groups

Providing access to school groups to the MHM collection is also an important part of the mission of the MHM. Access to the MHM by Mundelein school classes should be by appointment, scheduled in advance by contacting the MHC, or Park District. The interests and purpose of the tour should be determined in advance by working with the classroom teacher. The MHC reserves the discretion to limit the number of group visitors to the Museum to a number it deems to be manageable and appropriate.

Access for Research

Access to archival items for research purposes is available by appointment by contacting the MHC or Park District. Time granted for researchers may be limited based on the availability of docents.

A registration form listing rules for usage shall be signed by all researchers. Researchers must demonstrate a legitimate need for access to the MHM archival materials. A trained docent must be present while the researcher is on site and must obtain all requested research materials for the researcher. Materials may not be taken off-site. Reproduction of materials is not available without prior arrangement with the MHC.

Program Development

The MHC is interested in developing programs and displays using information from the collection, including photographs, books, archival materials, artifacts, oral histories, etc. to promote Mundelein's history and expand outreach to the collection.

Mayoral Proclamation

PROCLAIMING SEPTEMBER 2024 AS OVARIAN CANCER AWARENESS MONTH

WHEREAS, ovarian cancer is the fifth leading cause of cancer deaths of women in the United States and causes more deaths than any other gynecologic cancer; and

WHEREAS, in the United States, a woman's lifetime risk of being diagnosed with ovarian cancer is about 1 in 78; and

WHEREAS, the American Cancer Society estimates 19,680 cases of ovarian cancer will be newly diagnosed in 2024 and 12,740 individuals will die from the disease nationwide, including 78,000 new cases and 23,280 deaths in Illinois; and

WHEREAS, there is not currently an effective diagnostic tool for screening and early detection does not exist; and

WHEREAS, in June 2007, the first national consensus statement on ovarian cancer symptoms was developed to provide consistency in describing symptoms to make it easier for women to learn and remember those symptoms;

WHEREAS, too many people remain unaware that the symptoms of ovarian cancer often include bloating, pelvic or abdominal pain, difficulty eating or feeling full quickly, urinary symptoms, and several other vague symptoms that are often easily confused with other diseases; and

WHEREAS, improved awareness of the symptoms of ovarian cancer by the public and health care providers can lead to a quicker diagnosis; and

WHEREAS, the family history of a woman has been found to play an important role in accurately assessing their risk of developing ovarian cancer and medical experts believe that family history should be taken into consideration during the annual well-woman visit of any woman;

WHEREAS, ongoing investments in ovarian cancer research and education and awareness efforts are critical to closing these gaps and improving survivorship for women with ovarian cancer;

WHEREAS, each year during the month of September, Ovarian Cancer Research Alliance (OCRA) and Community Partner organizations hold a number of events to increase public awareness of ovarian cancer and its symptoms;

NOW THEREFORE, BE IT PROCLAIMED, by the Mayor and Board of Trustees of the Village of Mundelein, Lake County, Illinois, that September will be Ovarian Cancer Awareness Month; and

PROCLAIMED, signed, and sealed this 12th day of August 2024, in the Village of Mundelein, Lake County, Illinois.

ATTEST:

Village Clerk

Mayor

To: Mayor and Board of Trustees

From: Eric Guenther

For: Village Board Meeting of August 12, 2024

Subject: Economic Development Assistance Agreement - JRM Park, LLC - 506 North Seymour Avenue

Financial Impact:

\$400,000

Attachments:

1. Exhibit A - Economic Development Assistance Agreement - 506 North Seymour Avenue

Background:

An economic incentive agreement previously discussed formalized a seven-year maximum incentive of \$400,000 to JRM Park, LLC for the rehabilitation of a restaurant at 506 North Seymour Avenue.

The incentive is for \$200,000 reimbursed for construction costs and up to \$200,000 in sales and gaming tax shared at 50%. Not eligible for the BIG Grant as it is included in the initial \$200,000.

Recommendation:

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

I hereby certify that the attached is an original of
Resolution No. R-24-08-41
that said Resolution was adopted on **August 12, 2024**,
that it was posted in the Village Hall commencing on
8/13/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-41

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT (JRM PARK, LLC - 506 NORTH SEYMOUR AVENUE)

WHEREAS, the Village Board of Trustees has determined that it would be in the best interests of the Village of Mundelein to enter into an Economic Incentive Agreement (JRM Park, LLC - 506 North Seymour Avenue), a copy of which is attached hereto and made a part hereof as **Exhibit A**.

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 Economic Incentive Agreement (JRM Park, LLC - 506 North Seymour Avenue) between the Village of Mundelein and JRM Park, LLC., a copy of which is attached hereto and made a part hereof as **Exhibit A**, is hereby approved.

SECTION II. The Mayor and Village Clerk are hereby authorized to execute said Agreement on behalf of the Village.

XXX this 12th day of August 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, August 12, 2024

APPROVED: Monday, August 12, 2024

ATTEST: _____

Village Clerk

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT
JRM Park, LLC

This ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____ 2024 (the "Effective Date") by and between the Village of Mundelein, an Illinois home rule municipal corporation (the "Village"), and JRM LLC, an Illinois limited liability company ("JRM"). The Village and JRM are hereinafter individually sometimes referred to as a "Party" and together as the "Parties."

RECITALS

A. JRM represents to the Village that it is the sole owner of record of property commonly known as 506 North Seymour Avenue, Mundelein, Illinois which is legally described and depicted on **Exhibit A** attached hereto and made a part hereof and is improved with a building containing approximately 5,700 sq. ft. of non-residential space originally used as shoestore and a health food and supplement store Corner Health, and a second floor apartment unit (the "Subject Property"); and

B. JRM proposes to make certain improvements to the Subject Property (the "New Improvements"), which are described on **Exhibit B** attached hereto and made a part hereof, the cost of which is an estimated \$1.2 Million excluding land and human capital; and

C. Building elevations, a site plan, and floor plans depicting the New Improvements (the "Plans") are attached hereto and made a part hereof as **Exhibit C**.

D. JRM has requested that the Village provide certain economic development assistance to offset the acquisition costs and the high costs to renovate and adapt the Subject Property for redevelopment with the New Improvements; and

E. The requested economic assistance package includes a Business Incentive Grant, a portion of the Village's sales taxes generated by the Subject Property, and a portion of the gaming tax revenue generated from the Subject Property, according to the conditions and limitations as set forth herein; and

F. The Village's corporate authorities, after due and careful consideration, have concluded and found that

- (i) the New Improvements are expected to create or retain job opportunities within the Village,
- (ii) the New Improvements will serve to further the development of adjacent areas,
- (iii) without this Agreement, the New Improvements set forth in the Plans would not be possible,
- (iv) the New Improvements will enhance the tax base of the Village, and
- (v) this Agreement is in the best interest of the Village,

but only if JRM first satisfies the conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The recitals set forth above are accurate and are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this SECTION 1.

SECTION 2. AUTHORITY. The Parties enter into this Agreement pursuant to: (i) applicable provisions of SECTION 7, Section 6 of the Illinois Constitution of 1970; (ii) the Village's authority as a home rule unit of local government; and (iii) all other applicable authority.

SECTION 3. DEFINITIONS.

A. Acquisition Amount. The amount paid by JRM to purchase the Subject Property.

B. Agreement. This term is defined in the first paragraph of this Agreement.

C. Annual Payment Date. The date that is 25 days following (i) the Director's receipt of the Village's share of the Sales Taxes from the Department that were generated from retail sales from the Subject Property during the preceding Sales Tax Year and (ii) the Director's receipt of the Village's share of Gaming Taxes from the Illinois Comptroller that were generated from the Subject Property during the during the Gaming Revenue year.

D. Approved Documents. Documents subject to review and approval by the Village relating to the New Improvements, including but not limited to, any building permit, demolition permit, grading plans, engineering, or similar approvals in accordance with the Plans and all of the agreements between the Village and JRM.

E. Commencement Date. The commencement date to begin the *accrual* of the Sales Tax Reimbursement Amount, Gaming Revenue Maximum Amount and the Business Incentive Grant which is the first day of the first calendar month following the date on which (i) the Conditions Precedent have been satisfied, (ii) all New Improvements cost certifications have been approved by the Village and (iii) JRM has completed constructed on the Subject Property a pub along with a full-service restaurant with tables and chairs for seating a minimum of 100 patrons, and all of which shall be open to the public and conducting business no later than eighteen (18) months after the date of issuance of a permit for the New Improvements.

F. Conditions Precedent. This term is defined in SECTION 4.B. of this Agreement.

G. Corporate Authorities. The President and Trustees of the Village.

- H. Department. The Illinois Department of Revenue.
- I. Director. The Village's Director of Finance.
- J. Effective Date. The date first set forth above in this Agreement.
- K. Force Majeure. Fire or other casualty, condemnation, strike, lock-out, civil disorder, war, or acts of God, which has the effect of prohibiting construction.
- L. Gaming Revenue Year. The Gaming Revenue Year will be the twelve-month period that begins on the Commencement Date and each successive twelve-month period during the term of this Agreement, regardless of the date upon which the Village receives its share of revenue from the Local Government Videogaming Distributive Fund.
- M. Gaming Revenue. The Village's revenues received from the State Comptroller from the Local Government Videogaming Distributive Fund pursuant to Section 75 of the Illinois Video Gaming Act, 230 ILCS 40/1 *et seq.*, that are generated solely from gaming generated and reported from the Subject Property, less any such amounts returned to the Department pursuant to Section 75 of the Illinois Video Gaming Act.
- N. Gaming Revenue Reimbursement Amount. Fifty percent (50%) of the "Gaming Revenue" as defined herein, otherwise payable to the Village for the Reimbursement Period.
- O. New Improvements. This term is defined in Recital B of this Agreement.
- P. Eligible New Improvement Costs. The amounts actually paid by JRM to contractors, subcontractors, and suppliers for labor, materials, equipment, and other work to demolition, conduct site preparation, and construct and install the New Improvements, but excluding (i) permit fees, (ii) amounts paid to architectural, surveyor or engineering firms for services in designing or planning the New Improvements, and (iii) any overhead or other expenses incurred by or related to the New Improvements, including but not limited to attorney's fees.
- Q. Party, Parties. These terms are defined in the first paragraph of this Agreement.
- R. Reimbursement Amount. The Reimbursement Amount consists of and is limited to the following:
- (i) A total of up to \$100,000 of the Sales Taxes (as hereinafter defined) (the "Maximum Sales Tax Reimbursement Amount") collected by the Village, in an amount equal to fifty percent (50%) of the Sales Taxes from the businesses operating on the Subject Property, once the New Improvements are completed and New Improvement Costs are certified and provided the New

Improvement Costs meet or exceed \$100,000 and in accordance with the requirements and conditions herein; and

- (ii) A total of up to \$100,000 of the Gaming Revenue (previously defined) collected by the Village, in an amount equal to fifty percent (50%) of the Gaming Revenue from the businesses operating on the Subject Property, once the New Improvements are completed and Eligible New Improvement Costs are certified and provided the New Improvement Costs meet or exceed \$100,000 (the "Maximum Gaming Revenue Amount") and in accordance with the requirements and conditions herein; and
- (iii) Business Incentive Grant funds, which are funds allocated from the Village's General Fund, when all Conditions Precedent are met, as outlined in this Agreement, Section 4.B. Business Incentive Grant funds shall not exceed \$200,000 (the "Maximum Business Incentive Amount") and in accordance with the requirements and conditions herein; and

S. Reimbursement Percentage. The percentage defined in this Agreement to be reimbursed for Sales Taxes and Gaming Revenue from the Subject Property for the Reimbursement Period.

T. Reimbursement Period. The period of time commencing on the Commencement Date until JRM receives the Maximum Sales Tax Reimbursement Amount, the Maximum Gaming Revenue Amount, and the Maximum Business Incentive Amount but not exceeding seven years from the Effective Date unless this Agreement is terminated prior to such time, in which case the Reimbursement Period shall terminate at the same time as this Agreement.

U. Requirements of Law. All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, including regulations, as they may be adopted, amended, or changed from time to time, including all Village Laws.

V. Sales Tax Year. The 12 consecutive months following the Commencement Date and each of the succeeding 12 consecutive month periods thereafter.

W. Sales Taxes. The Village's share of sales taxes generated by the sales on the Subject Property and received by the Village during the Reimbursement Period (but excluding any tax revenue generated by an increase, after the Effective Date, of the Village's one percent (1%) home-rule retailers' occupation tax and the Village's one percent (1%) home-rule retailers' service occupation tax multiplied by the Reimbursement Percentage.

X. State. The State of Illinois.

Y. Subject Property. This term is defined in Recital A of this Agreement.

Z. Termination Date. The date which is the earliest of: (i) one year from the Effective Date if Plans are not approved by the Village for the Subject Property; (ii) the expiration of the

Reimbursement Period; (iii) the date the Director has paid the Reimbursement Amount; (iv) a Condition Precedent Due Date for completion of a Condition Precedent if that Condition Precedent is not satisfied on or before that Condition Precedent Due Date; and (v) this Agreement is otherwise terminated per the terms of this Agreement.

AA. Village. This term is defined in the first paragraph of this Agreement.

BB. Village Laws. The Village Code of Ordinances, including the Zoning Ordinance, and all other applicable ordinances, codes, rules, and regulations of the Village as they exist as of the Effective Date and as they may be amended from time to time thereafter.

SECTION 4. PURCHASE OF THE SUBJECT PROPERTY BY _____

A. It is understood that JRM purchased the Subject Property. The Parties agree that a condition precedent to this Agreement taking effect for the New Improvements to the Subject Property to JRM shall be JRM providing evidence that it has closed and taken title to the Subject Property and that JRM has the financing necessary to complete the New Improvements as set forth in the Plans, which shall be submitted to the Village for approval, which may be withheld in its sole judgment.

B. As a condition precedent to JRM receiving any payment of any kind from the Village, each of the following events (the "Conditions Precedent") must occur notwithstanding any other provision to the contrary:

(i) JRM has incurred at least \$400,000 of certified Eligible New Improvement Costs by December 31, 2024 (\$200,000 of expenditures to qualify for Business Incentive Grant and an additional \$200,000 to qualify for sales tax sharing and gaming revenue sharing on the terms set forth herein), time being of the essence; and

(ii) JRM has completed the New Improvements on the Subject Property, JRM has received a certificate of occupancy for same and JRM has constructed a ** the Subject Property with tables, subject to any governmental order, rule, regulation, or restrictions related to COVID-19 or other pandemic, epidemic or outbreak of infectious disease or other public health crisis, and all of which shall be open to the public and conducting business no later eighteen (18) months after the date of the issuance of a building permit for the New Improvements in accordance with the Plans, time being of the essence. It shall be a condition precedent to the Village paying compensation of any kind to JRM, under this Agreement or any other agreement with JRM or any grant or award that such JRM be open to the public and conducting business from the Subject Property; and

****Bar/Restaurant**

(iii) JRM has delivered to the Village, no later than _____, 2024, a firm, unconditional loan commitment for third party financing or other form of financing acceptable to the Village Attorney sufficient to pay for the costs of construction of the New Improvements as such New Improvements are approved by the Village that is acceptable to the Village in its sole and unfettered discretion.

JRM will not be obtaining third party financing.

If any Conditions Precedent has not occurred within the relevant time requirement, this Agreement shall automatically terminate.

No further compensation shall be paid to JRM by the Village upon its receiving \$400,000 from the Village through this Agreement for Eligible New Improvement Costs, along with any other agreement between the Parties and any grant or award from the Village to JRM as well as any other compensation from the Village to JRM, unless mutually agreed upon by both parties in their sole and unfettered discretion in writing.

SECTION 5. DEVELOPMENT OF THE SUBJECT PROPERTY BY _____.

A. **Additional Approvals.** JRM acknowledges and agrees that the approvals of this Agreement and the Plans, by themselves, do not authorize the New Improvements and that the New Improvements are not permitted on the Subject Property unless and until JRM obtains such other approvals as are required by this Agreement and Requirements of Law (i.e., building permits).

B. **Approved Documents Control Development.** Notwithstanding any use or development right that may be otherwise applicable or available to the Subject Property, including without limitation rights pursuant to Village Laws and the provisions of the C-5 Downtown zoning district and the C-5-C Downtown Corridor zoning district of the Zoning Ordinance, the Subject Property shall, after the Effective Date and concluding after the Termination Date, be used and developed only as a **, as set forth herein, and pursuant to and in accordance with the terms and provisions of the Approved Documents.

**** Bar/Restaurant**

C. **Single Phase.** The New Improvements shall be constructed in a single phase. JRM shall complete the following within the timeframe set forth as follows:

(i) JRM shall have submitted a building permit application for the New Improvements on the Subject Property within ninety (90) days of the Effective Date;

(ii) JRM shall begin and diligently pursue demolition within forty-five (45) days of the date on which the Village issues to JRM the building permit application for the New Improvements on the Subject Property;

(iii) JRM shall substantially complete the New Improvements within twelve (12) months of the date on which the Village issues to JRM a building permit for same; and

(iv) JRM shall obtain building occupancy for the Subject Property no later than 18 months after obtaining a building permit, time being of the essence.

If any of the deadlines set forth above are not met, this Agreement shall terminate automatically with the passing of such deadline.

F. **Compliance with Laws.** In constructing the New Improvements, JRM shall be subject to and comply with all Requirements of Law, including Village Laws and including without limitation requirements for the payment of all fees, charges, expenses, and costs provided for therein. However, if a provision of an otherwise applicable Village Law conflicts with any provision of the Approved Documents, then such provision of the Approved Documents shall be

deemed to constitute a lawful and binding amendment to and shall supersede such inconsistent or conflicting provision of such Village Law, as it may relate to the construction of the New Improvements. If the Prevailing Wage Act applies to any aspect of the construction of the New Improvements, or any other improvements on the Subject Property, JRM shall be responsible for complying with same at its cost and shall indemnify and hold harmless the Village from any and all actions in connection with same.

SECTION 6. CONSTRUCTION OF NEW IMPROVEMENTS.

A. **Utilities (if applicable).** In connection with its construction of the New Improvements, JRM shall cause all utility companies to locate new utility lines (or, if there are none, to install new utility lines) within and under the Subject Property, including electricity, gas, telephone, and cable television, underground and at locations identified on the Plans, or if not identified on such documents, in a location approved by the Village Engineer.

B. **Inspection and Approval.** All work on the New Improvements shall be subject to inspection and approval by Village representatives at all times. All the New Improvements shall be completed and made ready for inspection and approval by the Village.

C. **Issuance of Certificates of Occupancy.** The Village shall have no obligation to issue certificates of occupancy for the New Improvements until JRM has completed the New Improvements or, in lieu of completing all the New Improvements, other arrangements that comply with Requirements of Law have been approved in writing by the Village Administrator, which approval may be granted or denied in his or her sole discretion. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all the New Improvements and approval thereof by the Village, shall not confer on JRM any right or entitlement to any other building permit or certificate of occupancy. Issuance of temporary occupancy approvals may be made but only to the extent authorized by the Requirements of Law.

D. **Damage to Public Property.** JRM shall maintain the Subject Property and all streets, sidewalks, and other public property in and adjacent to the Subject Property in a good and clean condition at all times during development of the Subject Property and construction of the New Improvements. Further, JRM shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by JRM or any agent of or contractor hired by, or on behalf of, JRM; and shall repair any damage that may be caused by the activities of JRM or any agent of or contractor hired by, or on behalf of, JRM, by restoring such property to its condition prior to such damage.

SECTION 7. IMPACT FEES AND DONATIONS; GENERAL VILLAGE FEES.

A. **Village Impact Fees.** Impact fees and donations are not required as part of this redevelopment as the Subject Property already has existing a single residential use; however, applicable building permits, engineering review fees, water and sewer connection fees, or other charges may be applicable in accordance with Village Codes and Ordinances.

Commented [A01]: Confirm this

B. **General Village Fees.** All other generally applicable fees payable under Village Laws as established, modified, increased, or decreased from time to time by the Village.

SECTION 8. ELIGIBLE ACQUISITION AND NEW IMPROVEMENT COSTS.

In order to offset the costs related to the construction of the New Improvements for the Subject Property, the Village agrees to provide Sales Taxes, Gaming Revenues and Business Incentive Grant Funds in amounts not to exceed the Maximum Sales Tax Reimbursement Amount, the Maximum Gaming Revenue Amount and the Maximum Business Incentive Amount, respectively, to pay for certain incurred costs ("Eligible New Improvement Costs"). The Village agrees to reimburse JRM for Eligible New Improvement Costs and the Parties agree that JRM will only be reimbursed for the actual, out of pocket costs and in accordance with Section 9, not to exceed the estimates set forth below:

o Land Acquisition Costs	\$ 607,000.00
o Demolition and Site Preparation Cost	
▪ Demolition	\$ 440,000.00
▪ Site Preparation	\$ 60,000.00
o Construction	
▪ Building	\$ 400,000.00
▪ Utilities	\$ 50,000.00
▪ Permanently Attached Fixtures	\$ 150,000.00
▪ Kitchen Equipment	\$ 350,000.00
TOTAL	\$ 1,000,000.00

Notwithstanding any other provision of this Agreement, JRM shall be entitled to be reimbursed for Eligible New Improvement Costs up to the respective components of the Reimbursement Amount only after ((i) it actually incurs as least \$200,000 in Acquisition Costs and \$200,000 of such Eligible New Improvement Costs; (ii) such costs are expressly set forth in this Agreement as Eligible New Improvement Costs; and (iii) reimbursement is permitted pursuant to this Agreement.

SECTION 9. LIMITED REIMBURSEMENT OF ACQUISITION AND ELIGIBLE REDEVELOPMENT PROJECT COSTS.

A. **Business Incentive Grant Program.** In order to qualify to receive \$200,000 of Business Grant Funds JRM agrees that it must expend \$200,000 in land acquisition expenditures in order to qualify for such program. JRM must provide proof of acquisition and meet the Conditions Precedent to receive up to \$200,000 from the Business Incentive Grant Program.

B. **Gaming Revenue Sharing.** Subject to the Conditions Precedent herein occurring, the Village agrees to remit 50% of the Gaming Revenue it receives from the State Comptroller that are generated solely from businesses operating on the Subject Property, up to a total of

\$100,000 or the expiration of seven (7) years following the Commencement Date whichever occurs first. JRM shall cooperate and execute all documents and deliver same to the Village as reasonably requested by the Village to verify Gaming Revenue from the Subject Property. No interest shall be paid by the Village on any Gaming Revenues.

C. Sales Tax Sharing.

(i) The Village shall pay 50% of the Sales Taxes within 45 days after the Village has received both the Sales Taxes for that Sales Tax Year from the Department and all Sales Tax reports verifying the amount of Sales Taxes collected up to an amount of \$100,000 or the expiration of 7 years following the Commencement Date whichever occurs first. The date of such payments may vary depending upon the date on which the Village receives such Sales Taxes and confirming reports from the State.

(ii) Any Sales Tax Reimbursement Amount due to JRM shall only be calculated on an annual, Sales Tax Year basis.

(iii) No interest shall be due on any portion of the Reimbursement Amount.

(iv) The Sales Tax Reimbursement Amount and the Gaming Revenue Reimbursement Amount are limited obligations of the Village payable solely from Sales Taxes and Gaming Revenues collected and remitted to the Village pursuant to the terms of this Agreement, respectively. Any portion of the Reimbursement Amount due under this Agreement relative to Sales Taxes or Gaming Revenue is not and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision. The Village's obligations under this Agreement shall not give rise to any claim against the Village's general credit or taxing power.

(v) If it is established at any time that the Village has overpaid JRM due to error or incorrect information (as distinguished from a prepayment which is identified as such), the amount of such overpayment shall be deducted from payments due JRM, or if there are no further payments to be made, the amount of the overpayment shall be returned to the Village by JRM within 30 days of the Village making a demand therefore or at such time as JRM becomes aware of such overpayment.

D. Documentation of Sales.

(i) At all times during the Term of this Agreement, JRM shall obtain for the Village a power of attorney or other appropriate authority from JRM sufficient to allow the Village independently to obtain reports from the Department and/or to view documents submitted to the Department by JRM and all tenants of JRM on the Subject Property such as, by way of example, only the ST-1 and/or ST-2 and/or ST-556 reports, sufficient to permit the Village to determine the dollar amount of all retail sales from the Subject Property and Sales Taxes as well as video gaming taxes submitted by

JRM and tenants to the Department for all such retail sales on the Subject Property. The Parties shall cooperate with each other and take all other reasonable actions to ensure accurate calculation of the Sales Taxes and Gaming Revenues generated from the Subject Property.

(ii) During the term of this Agreement, JRM shall ensure that the Village will have reasonable access to the accounting records of JRM and tenants related to the Subject Property sufficient to allow the Village and/or its designated auditor to verify the sales figures of JRM and its tenants.

E. Prevailing Wage.

As of the Effective Date of this Agreement, the Illinois Department of Labor has stated at <https://www2.illinois.gov/idoi/FAQs/Pages/prevailing-wage-faq.aspx#qst4> that a sales tax rebate is not considered a bond, grant, loan, or other funding made available by or through the State or any of its political subdivisions, and does not make the project a public work subject to the Prevailing Wage Act. In the event of any change in law, regulation or Department of Labor interpretation, JRM shall be responsible for compliance with the Illinois Prevailing Wage Act for the New Improvements as required by the law, regulation or Department of Labor interpretation at that time.

F. Procedure for Reimbursement Request.

(i) All New Improvements eligible and intended for financial assistance must be inspected by the Village (whether an inspection is or is not required under the Building Code) and must pass said inspection to the satisfaction of the Village.

(ii) JRM shall submit to the Village written invoices or other documentation evidencing JRM's expenditure of Eligible New Improvement Costs in an amount equal or greater than \$200,000, and a statement certifying such submission, in the form attached hereto as **Exhibit D ("Form of Reimbursement Request")**. The Reimbursement Request shall be accompanied by (a) sworn statements and lien waivers for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person included in the Eligible New Improvement Costs for which reimbursement is sought; (b) bills, contracts, and invoices relative to the Eligible New Improvement Costs; and (c) other documents or information that the Village shall reasonably require to evidence appropriate payment of Eligible New Improvement Costs.

(iii) The Village shall approve or disapprove the Reimbursement Request within forty-five (45) days after its receipt of all required documents. Such approval will be evidenced by the Village's adoption of a resolution approving such Reimbursement Request ("Sales Taxes Approval Resolution" "Business Incentive Grant Resolution" or "Gaming Revenue Approval Resolution," as the case may be) identifying which Eligible

New Improvement Costs identified in the Reimbursement Request have been approved for payment ("Approved New Improvement Costs"). Both Parties agree that Eligible New Improvement Costs shall consist of demolition and site preparation costs; build out materials and labor, mechanical/electrical/plumbing infrastructure (MEP), the installation of an elevator (if necessary), a kitchen hood, and an ANSUL system.

(iv) Costs reimbursed through Sales Taxes must not be duplicative of costs covered under the BIG Program or the Gaming Revenue incentive.

(v) If the Village finds an error or deficiency in any Reimbursement Request, the Village shall specify such error or deficiency in reasonable detail within thirty (30) days after the date the Village receives the Reimbursement Request.

F. **Annual Payments.** After the passing of any Sales Tax Resolution, Gaming Tax Resolution or Business Grant Incentive Resolution, as the case may be, on each Annual Payment Date, the Director shall pay such amounts to JRM in accordance with this Agreement.

G. **Assignment.** The Agreement is not assignable by JRM, unless such assignment is approved by the Village's Corporate Authorities as determined in their sole discretion.

H. **Unpaid Principal.** Any unmet Reimbursement Amount not generated or gaming tax not generated, and not due and owing to JRM, as of the Termination Date shall be deemed forever forgiven and waived by JRM.

I. **Substitute Funds.** Notwithstanding anything to the contrary herein, the Village shall have the right in its sole discretion (but is not obligated) to substitute funds from any source for all or a portion of the compensation payable to JRM on any Annual Payment Date.

J. **Overpayment.** If the Director pays an amount to JRM that is greater than the amount due, the Director may deduct the amount of such overpayment (without interest) from the next payment or payments due to JRM or, if there are no further payments to be made, JRM shall repay the amount of the overpayment to the Village (without interest) upon the Village making a written demand therefor.

SECTION 10. DOCUMENTATION OF GAMING REVENUES FROM THE SUBJECT PROPERTY.

A. **Gaming Forms and Certifications.** On a monthly basis, JRM shall furnish to the Village (i) a copy of gaming tax reporting form, or any successor reporting forms, filed with the Department relating to the operations of JRM and (ii) a written certification (by an authorized officer of JRM that (a) such copy is a true and correct copy of the original filed with the Department, (b) the gaming revenues reported in such form was reported to the Department as having been made at JRM's location, and (c) each gaming activity located in the Subject Property has been included in such form as a gaming transaction made from a physical location within the Village of Mundelein, whether the order for such transaction was

placed in person or by telephone, facsimile, the internet, or another form of communication, and whether or not the order was approved within the Village of Mundelein or some other location.

SECTION 11. TERM OF AGREEMENT AND TERMINATION.

The term of this Agreement shall be seven (7) years starting on the Commencement Date unless terminated sooner under than the terms of this Agreement. On and after the Termination Date, (i) this Agreement and any other agreement shall become null and void and of no further effect whatsoever without further action by the Parties, (ii) any amounts remaining not due and owing to JRM as outlined in this Agreement may be transferred into the Village's general fund for use by the Village for general corporate purposes. However, if a default under this Agreement occurred prior to the Termination Date, the Party aggrieved by such default reserves all rights to seek all available remedies for such default.

The term of this Agreement may be extended by the Village's Board of Trustees, in its sole discretion, there are extenuating circumstances which negatively impact the amount of gaming tax and/or sales tax generated by the Subject Property through no fault of JRM.

During the term of this Agreement, JRM shall use the Subject Property solely for a pub and restaurant, with tables and chairs capable of seating 100 patrons, subject to any governmental order, rule, regulation, or restrictions related to COVID-19 or other pandemic, epidemic or outbreak of infectious disease or other public health crisis, and all of which shall be open to the public and conducting business no later eighteen (18) months after the date of the issuance of a permit for the New Improvements or October 31, 2025.

SECTION 12. LIMITED OBLIGATIONS.

JRM SPECIFICALLY ACKNOWLEDGES THAT, WITH RESPECT TO THE MAXIMUM SALES TAX REIMBURSEMENT AMOUNT, AS WELL AS THE MAXIMUM GAMING REVENUE REIMBURSEMENT AMOUNT, SUCH AMOUNTS DUE HEREUNDER SHALL BE PAYABLE SOLELY FROM THE SALES TAXES AND GAMING REVENUES FROM THE SUBJECT PROPERTY AND RECEIVED BY THE VILLAGE MULTIPLIED BY THE REIMBURSEMENT PERCENTAGE, RESPECTIVELY. JRM FURTHER ACKNOWLEDGES THAT SUCH OBLIGATIONS HEREUNDER SHALL CONSTITUTE LIMITED OBLIGATIONS OF THE VILLAGE AND THAT SAID OBLIGATIONS DO NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY STATE OF ILLINOIS CONSTITUTIONAL OR STATUTORY PROVISION AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE VILLAGE OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

SECTION 13. INDEMNIFICATION.

Except as otherwise provided herein, in the event that a claim, action or suit is made or filed against the Village by a third-party (other than JRM) arising from this Agreement or any undertaking by any Party pursuant to this Agreement, the Village shall promptly notify JRM thereof and JRM agrees to defend, hold harmless and indemnify the Village, its President, Trustees, representatives, employees, attorneys and agents in both their official and individual capacities, from and against any and all claims, actions and suits of every

kind and nature, including liabilities, damages, costs, expenses and reasonable attorney's fees arising out of or alleged to have arisen out of any undertaking by JRM pursuant to this Agreement. The Village shall have no obligation to defend any such claim, suit or action or participate in any defense made by JRM unless the cost and expense thereof is paid by JRM, in which case the Village will defend such claim, suit, or action through counsel retained by JRM and approved by the Village (which approval will not be withheld unreasonably) and paid for by JRM.

SECTION 14. GOVERNING LAW; VENUE; WAIVER; NOTICES.

This Agreement shall be governed by the law of the State of Illinois (without regard to its conflict-of-interest rules) and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Circuit Court of the 19th Judicial Circuit, Lake County, Illinois. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of any other provision of this Agreement. Any notices required in this Agreement shall be effective when in writing sent to the other Party via certified mail, return receipt requested, or sent nationally recognized overnight courier, delivered in person to an officer of such Party to be notified at the following addresses, and sent by electronic mail to the following e-mail addresses:

All notices to the Village shall be sent to:

Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060-2495
Attn: Village Administrator
Fax: 847-949-0143
E-mail address: eguenther@mundelein.org

with copy to:
Kelly Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
Fax: 815-459-9057
kcahill@zrfmlaw.com

All notices JRM to shall be sent to:

Jack Bowes, Manager and Registered Agent
Email: crossroadsofivanhoe@comcast.net

With copies to:

Attorney Churchill, Quinn, Hamilton & VanDonselaar
Attn: Mary Lee Berresheim
Email: mberresheim@grayslakelaw.com

or to such other addresses as a Party may designate for itself by notice given from time to time to the other Party in the manner provided herein. All notices shall be deemed effective as of the date of receipt or refusal, in the case of personal delivery; two days after deposit in the U.S. Mail, in the case of notice sent by certified or registered mail; and as of the date of receipt, if delivered by electronic mail or facsimile. Nothing in this Section is intended to invalidate or limit any written notice actually received by any Party.

SECTION 15. DEFAULT; REMEDIES.

If a Party fails to comply with any term, condition, or provision of this Agreement, that party is in default and the other Party may seek any appropriate and available remedy for such default, if the other Party has first given the defaulting Party written notice specifying the default and

- (i) the defaulting Party has failed to cure such default within thirty (30) days after receipt of such notice or, if the defaulting Party's performance within a shorter time period is necessary to reasonably protect the other Party's rights, within such shorter period of time, or
- (ii) if a cure cannot be reasonably completed within thirty (30) days after receipt of such notice, the defaulting Party has either (a) failed to commence and diligently pursue action to cure such default within such 30-day period or (b) after such 30-day period, failed to cure the default within a reasonable time.

SECTION 16. MISCELLANEOUS.

A. **Limitation of Damages.** The parties agree that any damages that the Village will be obligated to pay are limited to the amounts for economic incentives only due under this Agreement.

B. **No Punitive Damages.** Notwithstanding anything to the contrary contained herein, under no circumstances shall any Party be liable to another other Party for any consequential or punitive damages as a result of a default by such Party under this Agreement.

C. **Integration.** This Agreement contains the entire agreement of the Parties with respect to economic assistance based on Sales Taxes and Gaming Taxes. All prior agreements, negotiations, and understandings related to such matters are expressly merged herein and

superseded hereby. All exhibits to this Agreement are expressly incorporated herein by this reference.

D. **Severability.** Each section of this Agreement, and each sentence, clause or phrase contained in such section, shall be considered severable and if, for any reason, any section, or any sentence, clause or phrase contained in such section, is determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation, effect enforceability or validity of the remaining portions of this Agreement.

E. **Amendment.** This Agreement may be amended by, and only by, a written instrument signed by all Parties.

F. **Construction.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

G. **Time Is of The Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF MUNDELEIN, an
Illinois home rule municipal corporation

JRM Park LLC
an Illinois limited liability company

By: _____
Mayor Steve Lentz

By: [Signature]
_____, one of its
Managers and authorized agent

ATTEST:

By: [Signature]
_____, one of its
Managers and authorized agent

By: _____
Village Clerk Karen Walsh

Date of Signing: _____

List of Exhibits:

- Exhibit A: Legal Description and Depiction of the Subject Property
- Exhibit B: The New Improvements
- Exhibit C: The Plans
- Exhibit D: Form of Reimbursement Request

EXHIBIT A

Legal Description and Depiction of the Subject Property

PARCEL 1: ALL THAT PART OF LOT 21 IN BLOCK 1 OF THE TOWN OF HOLCOMB, BEING A PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 21; THENCE NORTH ON THE WEST LINE OF SAID LOT 21, 3 INCHES; THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 21, 1 FOOT NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 1 FOOT TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE WEST ON THE SOUTH LINE OF LOT 21 TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: LOT 23 IN BLOCK 1 IN THE TOWN OF HOLCOMB, A PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19 AND THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1886 IN BOOK "A" OF PLATS, PAGE 58, AS DOCUMENT 33999, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

The New Improvements

The list and plans for New Improvements will be presented to the Village once they have been finalized by JRM

EXHIBIT C

The Plans

The Plans for the property will be presented to the Village upon their completion and finalization/approval of JRM

EXHIBIT D

Form of Reimbursement Request

The form of reimbursement request will be provided by the Village to JRM

To: Mayor and Board of Trustees

From: Margarita OROZCO, PT Office Clerk
Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 12, 2024

Subject: Wastewater Treatment System Improvements with FlexAir Aeration

Financial Impact:

\$23,450.00 - 520-48770-457 - Sewer Plant

Attachments:

1. Exhibit A-EDI Agreement

Background:

Mundelein Wastewater Treatment Plant treats approximately 2.8 million gallons of wastewater per day, on average. Treating wastewater includes aeration using fine bubble diffusers. Over time, the diffusers lose efficiency. Environmental Dynamics International (EDI) has provided a proposal for new diffusers for three (3) tanks at \$23,450. EDI is the only manufacturer of the diffusers used in the Village's aeration tanks.

Recommendation:

Motion to adopt a Resolution waiving bids, accepting a proposal from EDI (Environmental Dynamics International) for replacement of FlexAir Diffusers and approving purchase order number 14012 in the amount of \$23,450.00.

I hereby certify that the attached is an original of
Resolution No. R-24-08-42
that said Resolution was adopted on **August 12, 2024**,
that it was posted in the Village Hall commencing on
8/13/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-42

RESOLUTION WAIVING BIDS, ACCEPTING A PROPOSAL, AND APPROVING PURCHASE ORDER NUMBER 14012 FOR NEW DIFFUSERS FROM ENVIRONMENTAL DYNAMICS INTERNATIONAL IN THE AMOUNT OF \$23,450.00.

WHEREAS, Section 3.04.020 of the Mundelein Municipal Code provides that a contract in which the expense to be incurred by the Village exceeds \$20,000 may be entered into without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, over time the diffusers lose efficiency and need to be replaced; and

WHEREAS, Environmental Dynamics International (EDI) has provided a proposal for new diffusers for three (3) tanks at \$23,450.00; and

WHEREAS, EDI is the only vendor that supplies such diffusers, making a competitive bid process impractical and waiving bids necessary; and

WHEREAS, awarding a contract to Environmental Dynamics International for the diffusers provides the most effective and cost-efficient project.

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 competitive bidding process provided in Section 3.04.020 of the Mundelein Municipal Code, and the Illinois Compiled Statutes 65 ILCS 5/8-9-1, is hereby waived for the replacement of FlexAir Diffusers.

SECTION II. The agreement submitted by Environmental Dynamics International (EDI) for the project in the cumulative amount of \$23,450.00, a copy of which is attached hereto (Exhibit A), is accepted.

SECTION III. A purchase order in the amount of \$23,450.00 is hereby approved.

XXX this 12th day of August 2024 by roll call vote.

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

President

ADOPTED: Monday, August 12, 2024

APPROVED: Monday, August 12, 2024

ATTEST: _____

Village Clerk



AERATION FOR LIFE®

MUNDELEIN IL

Detailed Scope of Work for the
Wastewater Treatment System Improvements
with FlexAir™ Aeration

July 15, 2024

5601 Paris Rd.
Columbia, Missouri
USA 65202

+1 573 474 9456
wastewater.com

atac



EOSi

NAPIER-REID

Nexom®

Axius Water companies

Project Overview

Environmental Dynamics International (EDI) is pleased to offer replacement FlexAir™ diffuser membranes and other components for the Mundelein IL project.

INCLUDED IN OVERALL SCOPE OF SUPPLY

- 1- year parts warranty from startup (or 18 months from shipment, whichever comes first)
- Operation & Maintenance Manuals
- Shipping to jobsite



MUNDELEIN IL
CD24303.02

2 of 5

Aeration System Supply

Supply of FlexAir™ aeration parts (as per specifications and drawings) including the in-water components as follows:

TANK NO. 3

128 Membrane, PU, 91-1003, 1.25 x 1.25
256 Clamp, Stepless Ear, 304 SS, 93.0 mm

TANK NO. 4

96 Membrane, PU, 91-1003, 1.25 x 1.25
192 Clamp, Stepless Ear, 304 SS, 93.0 mm

TANK NO. 6

128 Membrane, PU, 91-1003, 1.25 x 1.25
256 Clamp, Stepless Ear, 304 SS, 93.0 mm

Exclusions

GENERAL REQUIREMENTS

- Receiving/off-loading and secure on-site storage of all equipment
- Installation of all supplied equipment, including labor and materials
- Start-up, commissioning, and initial training combined with other supplied equipment



MUNDELEIN IL
CD24303.02

3 of 5

Pricing

Price for the supply of the following as described in the scope of work above:

- Membrane Replacement Supply

\$ 23,450 USD taxes not included (shipping allowed to jobsite)

NOTE: See EDI Standard Terms & Conditions attached to this proposal.

QUOTE VALIDITY

EDI proposals are valid for 30 days. Beyond this 30-day window, prices may be increased by EDI by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average of All Items (Base Index 1982-84=100), as published by the U.S. Bureau of Labor Statistics, over the immediately preceding month (s). In no event, however, shall the price be less than the price extended in the original proposal. In the event the index specified above is either unavailable or is no longer published, the most comprehensive official index then published by the United States Department of Labor, Bureau of Labor Statistics that most clearly approximates the index specified above shall be substituted in place thereof. EDI shall provide Buyer written notice of the adjusted prices upon notification of Buyer's intent to purchase goods.

PAYMENT TERMS

Requests for extended financing beyond the Net Terms indicated below will be quoted based upon the payment terms being requested at the time of order placement.

- 100% Net 30 days from Readiness to Ship

TYPICAL EQUIPMENT LEAD TIME / DELIVERY

Approximate delivery times of major components:

- Aeration Parts: 4-6 weeks after receipt of Purchase Order.



MUNDELEIN IL
CD24303.02

4 of 5

Questions or Comments

Any questions or comments can be directed to:

Jeremiah Ritchey

Regional Aftermarket Account Manager

jeremiah.ritchey@wastewater.com

573-507-5117

OR

Kristin Faulkner

Regional Sales Manager

kristin.faulkner@nexom.com

208-618-2226

Environmental Dynamics International, A Nexom Brand

edi.marketing@wastewater.com

+1-573-474-9456

5601 Paris Rd. · Columbia MO · 65202

www.wastewater.com

This proposal has not been published and is the sole property of Environmental Dynamics International. It is lent to the borrower for his/her confidential use only. In consideration of this loan, the borrower promises to return it upon request and agrees that it shall not be reproduced, copied, shared, lent, or otherwise disposed of, directly or indirectly, nor used for any purpose other than that for which it is specifically furnished.



MUNDELEIN IL
CD24303.02

5 of 5

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 12, 2024

Subject: Water Reclamation Facility - Emergency Repair

Financial Impact:

\$87,869.00 - 520-48770-457 - Sewer Plant

Attachments:

1. Exhibit A-Mundelein Treatment Plant Outfall Improvement Design Build Agreement

Background:

There is an emergency repair that is necessary at the wastewater treatment plant. The outfall pipe that handles the effluent and sends it to the Des Plaines River has separated and is falling into the river. The end section needs to be removed and replaced further upstream and properly braced with sheet piling. This emergency repair work will begin immediately so the end section doesn't fall completely into the river. Staff recommends approving the agreement with Burke LLC in the amount of \$87,869.00. The Village received one other proposal for the project from Baxter & Woodman-Boller Design-Build in the amount of \$127,078.00.

Recommendation:

Motion to adopt a Resolution waiving bids, authorize an agreement with Burke LLC to complete the emergency repair of the water reclamation facility outfall, and ratify a purchase order in the amount of \$87,869.00 for said service.

I hereby certify that the attached is an original of
Resolution No. R-24-08-43
that said Resolution was adopted on **August 12, 2024**,
that it was posted in the Village Hall commencing on
8/13/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-08-43

A RESOLUTION WAIVING BIDS, ACCEPTING A PROPOSAL FROM BURKE LLC FOR THE EMERGENCY REPAIR OF THE WATER RECLAMATION FACILITY OUTFALL PIPE, AND APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$87,869.00.

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 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 3.04.020 of the Mundelein Municipal Code provides that a contract in which the expense to be incurred by the Village exceeds \$20,000 may be entered into without advertising for bids if authorized by a vote of two-thirds (2/3) of all Trustees then holding office; and

WHEREAS, the outfall pipe for the water reclamation facility has fallen into a state of disrepair; and

WHEREAS, in order to ensure the safe operation of the facility, the work was initiated prior to Board approval; and

WHEREAS, Burke LLC submitted a proposal to complete the necessary replacement of the outfall; and

WHEREAS, Burke LLC. is able to begin working on the project immediately to avoid any catastrophic failure of the outfall; and

WHEREAS, awarding a contract to Burke LLC for this work provides the most effective and cost-efficient project.

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 competitive bidding process provided in Section 3.04.020 of the Mundelein Municipal Code, and the Illinois Compiled Statutes 65 ILCS 5/8-9-1, is hereby waived for the replacement water reclamation facility outfall.

SECTION II. The agreement submitted by Burke LLC for the project in the cumulative amount of \$87,869.00 a copy of which is attached hereto (Exhibit A), is accepted.

SECTION III. A purchase order in the amount of \$87,869.00 is hereby approved.

XXX this 12th day of August 2024 by roll call vote.

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

AYES:	None
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, August 12, 2024

APPROVED: Monday, August 12, 2024

ATTEST: _____

Village Clerk



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Mundelein

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: Treatment Plant Outfall Improvements

CONTRACT DATE: June 2024

GUARANTEED MAXIMUM
PRICE: \$ 87,869.00

SUBSTANTIAL
COMPLETION DATE: August 2, 2024

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.
- 1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 Contract Documents. The Contract Documents consist of:
- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
 - .3 Surveys, as-builts, geo-technical information and other information provided by the Owner pursuant to this Contract;
 - .4 The Plans as drafted by Christopher B. Burke Engineering, Ltd., dated June 13, 2024.
- In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.
- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, remediation and/or cleanup.
- 2.4 Owner. The Owner for the purposes of this Contract is Village of Mundelein.
- 2.5 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner, or any separate contractor's subcontractor.
- 2.5 Substantial Completion. Substantial Completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.
- 2.6 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

- 2.7 The Work. The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.
- 3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.
- 3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.
- 3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.
- 3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

- 3.7 Permits. The Construction Manager shall provide reasonable assistance to the Owner relative to the Owner's obligation to secure the permits necessary for construction of the Project, as set forth in Art. 6.1.3, below.
- 3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.
- 3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.10 Hazardous Materials. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Construction Manager shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless, regardless of fault, negligence or other liability, the Construction Manager, Engineer, all Subcontractors and Subsubcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. The terms of this indemnification shall survive completion or termination of this Contract.
- 3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems selected, required or specified by the Owner.

- 3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.
- 3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner and the Engineer harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) to the extent of the negligence attributed to such acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner or the Engineer, their officials, agents and employees for their own negligent acts or omissions.
- 3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, and subject to Art. 7.5.2 hereof, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M. without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice.
- 3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.
- 3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the

Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

- 3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- 3.20 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

The submission by the Construction Manager and each subcontractor of payrolls, or copies thereof, is not required. However, the Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

- 3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.
- 3.22 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Owner certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.
- 3.23 Certifications.
- .1 Illinois Taxes. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability

company, its officers and managers are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

- .2 Bid Rigging. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- .3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:
 - .1 Publishing a statement:
 - .1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;
 - .2 Specifying the actions that will be taken against employees for violations of such prohibition;
 - .3 Notifying the employee that, as a condition of employment on such contract, the employee will:
 - .1 abide by the terms of the statement; and
 - .2 notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - .2 Establishing a drug-free awareness program to inform employees about:
 - .1 the dangers of drug abuse in the workplace;
 - .2 the Construction Manager's policy of maintaining a drug-free workplace;
 - .3 any available drug counseling, rehabilitation, and employee assistance program; and
 - .4 the penalties that may be imposed upon employees for drug violations;
 - .3 Making it a requirement to give a copy of the statement required by subparagraph 3.23.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
 - .4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 3.23.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

- .5 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - .6 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - .7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- .4 Educational Loan. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- .5 Human Rights Number. The Construction Manger shall certify that at the time the Construction Manager was awarded this Contract, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work subject to this Contract not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work, and shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Substantial Completion Date and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection, or with anyone who is otherwise unqualified to perform the Work.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;

- .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Public Works Director, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice, provided, however, that the Owner's Representative shall not have authority to increase the Contract Price by more than \$10,000 nor to extend the Substantial Completion Date. Authority to increase the Contract Price by more than \$10,000 or to extend the Substantial Completion Date may only be exercised by written Change Order signed by Village Manager. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the contract date identified on the first page of this contract. A delay in the Owner's execution of this Contract which postpones the commencement of the Work shall require a Change Order equitably adjusting the Substantial Completion Date.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the Substantial Completion Date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract. "Contract Time" means the measurement of time between the Execution Date,

as defined in Art. 7.1 hereof, and the Substantial Completion Date, as defined in Art. 7.2 hereof

- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the Substantial Completion Date shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, the discovery of Hazardous Materials or differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.4 Inclement Weather. The Substantial Completion Date shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Substantial Completion Date, the Construction Manager shall not be entitled to an extension of the Substantial Completion Date. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Substantial Completion Date shall be extended by the appropriate number of calendar days.
- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts, shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. Subject to paragraphs 7.3 and 7.4 hereof, if the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed within the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:
- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost

progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that, pursuant to paragraph 11.2, the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such a maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.
- 8.2 Compensation. For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article plus the Construction Manager's Fee of fifteen percent (15%) of the Cost of the Work.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is

necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work,

amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.
 - .5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
 - .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- 8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:
- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
 - (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and

furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of

disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean costs incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall be the sum of the Construction Manager's subcontracts identified in the Schedule of Values. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

- .4 Costs of other materials and equipment, temporary facilities and related items.
- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
 - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents;

payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
 - .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
- .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- .8 Professional Service Fees. Fees shall be Lump Sum as identified in Schedule of Values and shall be attached as "Cost of Work".
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
- .1 The Cost of the Work shall not include:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded, except as otherwise provided for in this Contract.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access, upon advance written notice, to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract and signed by the Owner and Construction Manager, stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee, as set forth in Art. 8.2 hereof, shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Substantial Completion Date shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Substantial Completion Date shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency,

notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Construction Manager's Insurance. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's liability insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000

Medical Expenses, each person	\$ 10,000
Comprehensive Automobile Liability Insurance	
Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000
Worker's Compensation & Employer's Liability	
Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee
Commercial Umbrella/Excess Liability	
Each Occurrence	\$4,000,000
Aggregate	\$4,000,000
Professional Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Construction Manager's insurance shall be primary insurance as respects the Owner and Engineer. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.
- 10.5 Acceptability of Insurers. The insurance carrier(s) used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule.

- 10.6 The Owner's Insurance. The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner and Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager. The Construction Manager shall be given thirty (30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order. If the Construction Manager is damaged by failure of the Owner to purchase or maintain property insurance or to so notify the Construction Manager, the Owner shall bear all reasonable costs incurred by the Construction Manager arising from the damage.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar

waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the aggregate of the Construction Manager's Fee and the Engineer's Fee, and payment of the obligations arising thereunder. Bonds may be obtained through the Construction Manager's, or subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the aggregate of the Construction Manager's Fee and the Engineer's Fee. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days' written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 if the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for sixty (60) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager persistently fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days' written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Upon seven (7) days' written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager persistently utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

11.3 By the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall provide reasonable cooperation to the Owner by taking all reasonable steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

11.4 Suspension By The Owner For Convenience. Subject to the provisions of Art. 11.1 of this Contract, the Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such

period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the Substantial Completion Date caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 Mediation. In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such dispute shall be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation, or such longer period as the parties may agree to, the dispute shall be decided by arbitration as set forth below.
- 12.3 Arbitration. All claims, disputes and other matters in question not resolved by mediation (hereinafter referred to as a "Controversy") between the parties to this Contract arising out of or relating to this Contract or the breach thereof shall be decided by arbitration at the AAA or JAMS/Endispute, Inc. in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other party to this Contract and with the AAA or JAMS/Endispute. The demand must be made within a reasonable time after the party tendering the demand has determined that mediation has failed to resolve the claim, dispute or other matter in question. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such Controversy would be barred by the applicable statute of limitations. Any arbitration may be consolidated with any other arbitration proceedings. Either party may join any other

interested parties. The award of the arbitrator shall be specifically enforceable in a court of competent jurisdiction

- 12.4.1 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.
- 12.5 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to One Hundred Dollars (\$100) for each day that the Work is late in reaching Substantial Completion.
- 13.2 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract shall be made against only the Construction Manager and not against any member, manager, director, officer, employee or agent of the Construction Manager or any other company affiliated with the Construction Manager.
- 13.4 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors from any such liability.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated

agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

- 14.4 Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois, without application of its conflicts-of-laws provisions.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

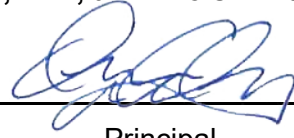
Owner:

Village of Mundelein

Contractor:

Burke, LLC, an Illinois limited liability company

By: _____ Date: _____

By:  _____ Date: 6/21/24

Principal

Attest: _____ Date: _____

Treatment Plant Outfall Improvement Project
Mundelein, Illinois
Exhibit A - Summary Schedule of Values



Item	Contract Value	
Outfall Improvements	\$	87,869
Construction	\$	72,060
Design Fee	\$	5,000
Construction Management Fee	\$	10,809
Contract Price		\$ 87,869

Assumptions/Qualifications and Clarifications:

1. We assume that the on site soils are clean. If it is determined that the existing soils are contaminated, then a change order shall be warranted to cover the additional cost.
2. Due to the nature of the emergency repairs, no permits will be aquired by the Construction Manager. The Village shall be responsible for obtaining any required permits.

VILLAGE OF MUNDELEIN

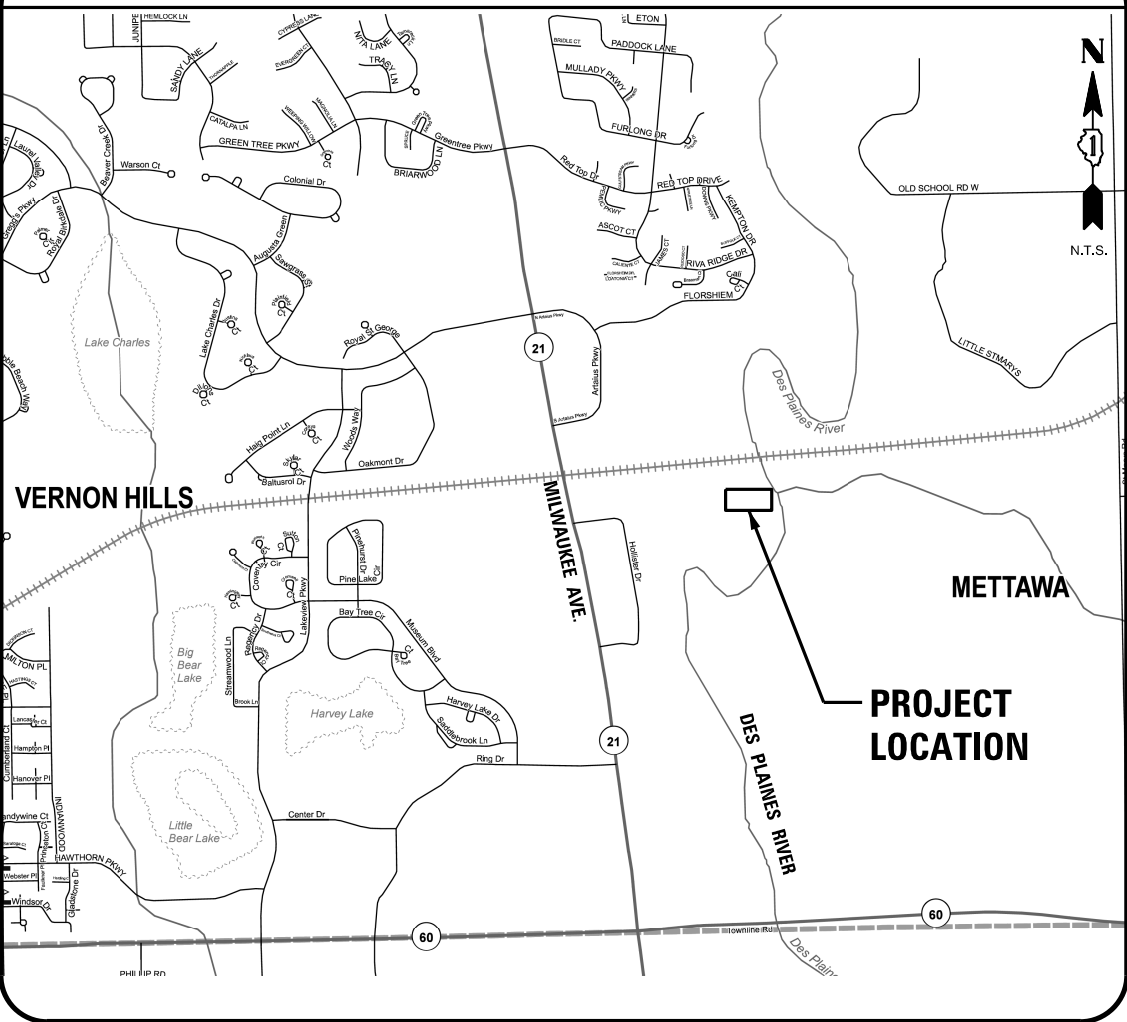
WASTEWATER TREATMENT PLANT

OUTFALL REPAIR

INDEX

- 1 COVER SHEET
- 2 SUMMARY OF QUANTITIES
- 3 EXISTING CONDITIONS AND REMOVAL PLAN
- 4 PROPOSED PLAN AND PROFILE
- 5-7 CONSTRUCTION DETAILS

LOCATION / VICINITY MAP



IDOT STANDARDS

STD. 542301-03 PRECAST REINFORCE CONCRETE
FLARED END SECTION

MAYOR:
STEVE LENTZ

VILLAGE CLERK:
KAREN WALSH

TRUSTEES:
DANIEL JUAREZ
KARA LAMBERT
ROBIN MEIER
JENNY ROSS
ERICH SCHWENK
TIM WILSON

VILLAGE ADMINISTRATOR:
ERIC GUENTHER

PUBLIC WORKS AND
ENGINEERING DIRECTOR:
ADAM BOECHE

BENCHMARK

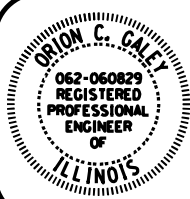
SEE ALIGNMENT, TIES, AND BENCHMARKS

LOCATION

1610 S MILWAUKEE AVE TO
DES PLAINES RIVER IN THE
VILLAGE OF MUNDELEIN
LAKE COUNTY, ILLINOIS

CALL JULIE 1-800-892-0123
WITH THE FOLLOWING:
COUNTY LAKE
CITY-TOWNSHIP MUNDELEIN
SEC. & 1/4 SEC.NO. - - -
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN., & HOLIDAYS

THE CONTRACTOR SHALL BE SOLELY
RESPONSIBLE FOR JOB SITE SAFETY
AS WELL AS SUPERVISION/DIRECTION
AND MEANS/METHODS OF CONSTRUCTION



Orion C. Galey
ENGINEER

6/13/2024
DATE

ORION C. GALEY
ILLINOIS REGISTRATION No. 062-060829
EXPIRATION DATE:

CONSTRUCTABILITY REVIEW BY

REVIEWER DATE

CLIENT :



Village Hall
300 Plaza Circle,
Mundelein, IL 60060



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

PROFESSIONAL DESIGN FIRM NO. 184-001175
EXPIRATION DATE: 04/30/2025

SUMMARY OF QUANTITIES			
CODE	DESCRIPTION	QUANTITY	UNIT
20200100	EARTH EXCAVATION	20	CU YD
20101200	TREE ROOT PRUNING	4	EACH
20101300	TREE PRUNING (1 TO 10 INCH DIA)	15	EACH
21101615	TOPSOIL F&P, 4"	175	SQ YD
25000110	SEEDING, CLASS 1A	0.04	ACRE
25100630	EROSION CONTROL BLANKET	175	SQ YD
28000400	PERIMETER EROSION BARRIER	100	FOOT
28100101	STONE RIP RAP, RR5 W/8" RR1 BASE	40	SQ YD
50104400	CONCRETE HEADWALL REMOVAL	1	EACH
54213687	PCC FLARED END SECTION, 42" W/GRATE	1	EACH
55101800	STORM SEWER REMOVAL 42"	48	FOOT
67100100	MOBILIZATION	1	L SUM
X1200274	TEMPORARY BYPASS PUMPING SYSTEM	1	L SUM
N/A	COFFERDAM	1	L SUM



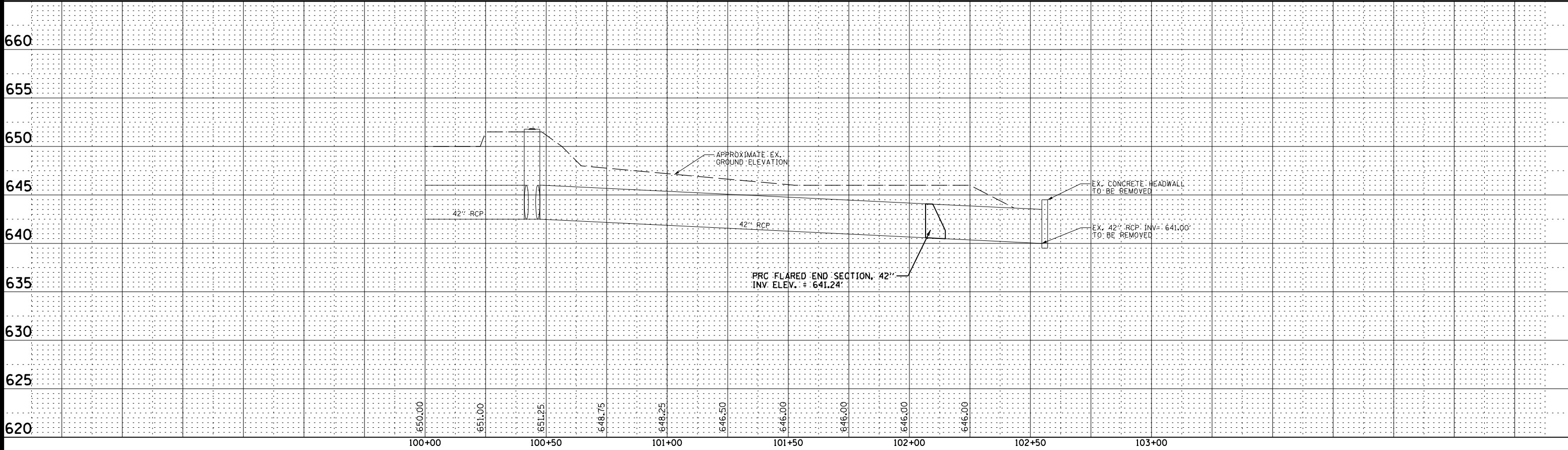
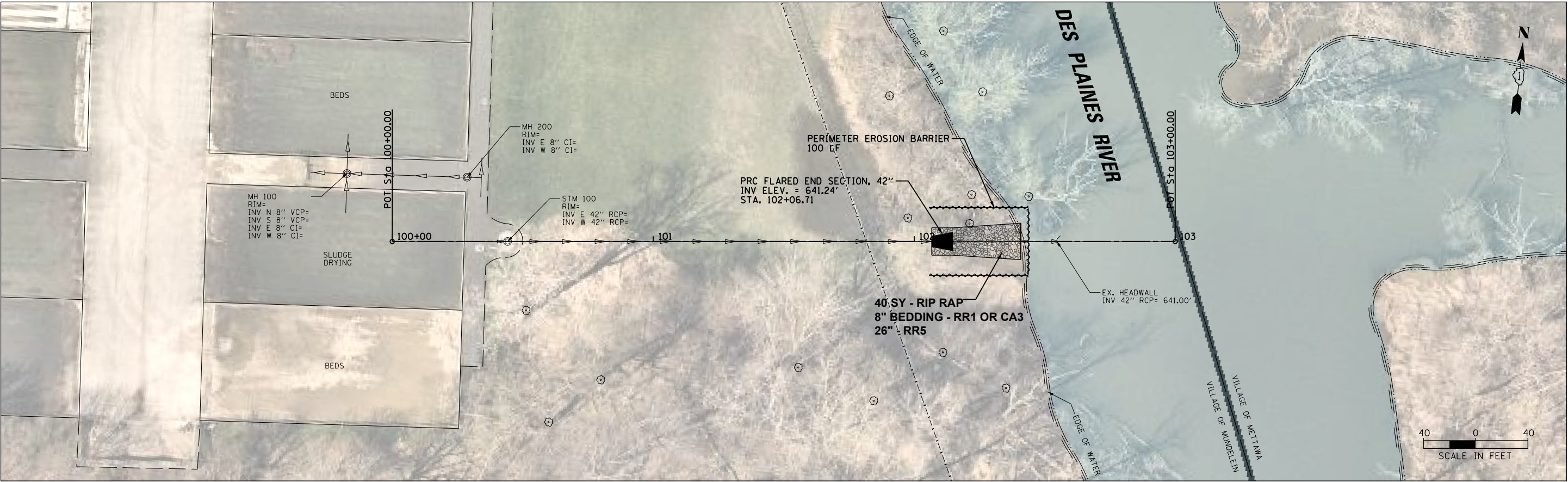
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500



Village Hall
300 Plaza Circle,
Mundelein, IL 60060

			DSGN.		
			DWN.		
			CHKD.		
			SCALE:	40'	
			PLOT DATE:	6/13/2024	
			CAD USER:	etorpey	
			CHKD.	MODEL:	Default
NO.	DATE	NATURE OF REVISION	FILE NAME	N:\Mundelein\010150.00225\Civil\500_00225.SHT	

TITLE: SUMMARY OF QUANTITIES WASTEWATER TREATMENT PLANT OUTFALL REPAIR	PROJ. NO. 010150.00225
	DATE: 6/13/2024
	SHEET 2 OF 7
	DRAWING NO. S00



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

CLIENT:



Village Hall
300 Plaza Circle,
Mundelein, IL 60060

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
1	6/13/2024	Initial Design	etorpey	Default
2	6/13/2024	Revised Design	etorpey	Default
3	6/13/2024	Final Design	etorpey	Default
4	6/13/2024	As-Built	etorpey	Default
5	6/13/2024	Revised Design	etorpey	Default
6	6/13/2024	Final Design	etorpey	Default
7	6/13/2024	As-Built	etorpey	Default
8	6/13/2024	Revised Design	etorpey	Default
9	6/13/2024	Final Design	etorpey	Default
10	6/13/2024	As-Built	etorpey	Default

TITLE:

**PROPOSED PLAN AND PROFILE
WASTEWATER TREATMENT PLANT
OUTFALL REPAIR**

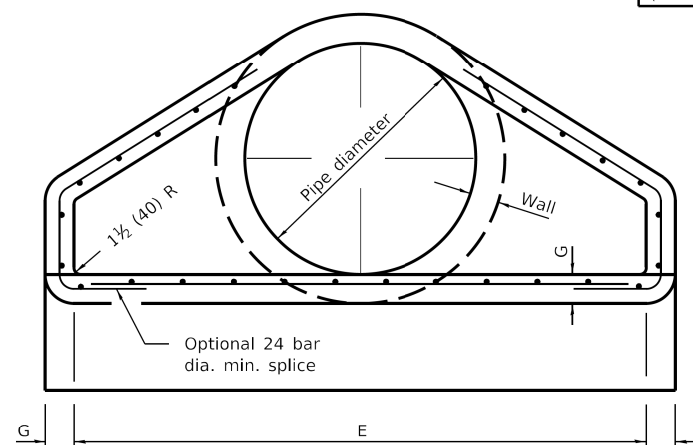
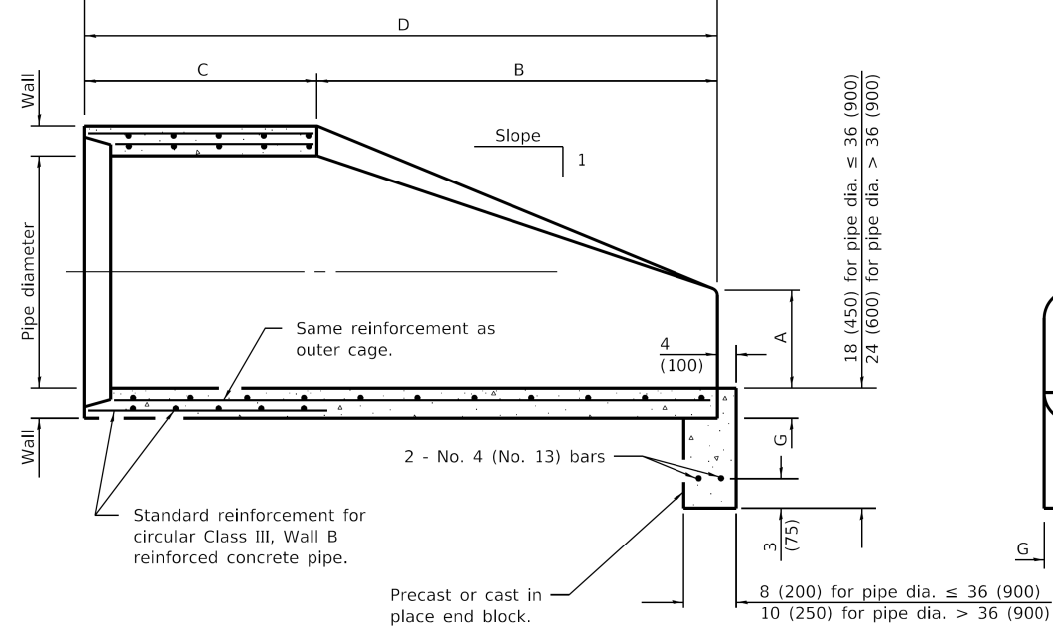
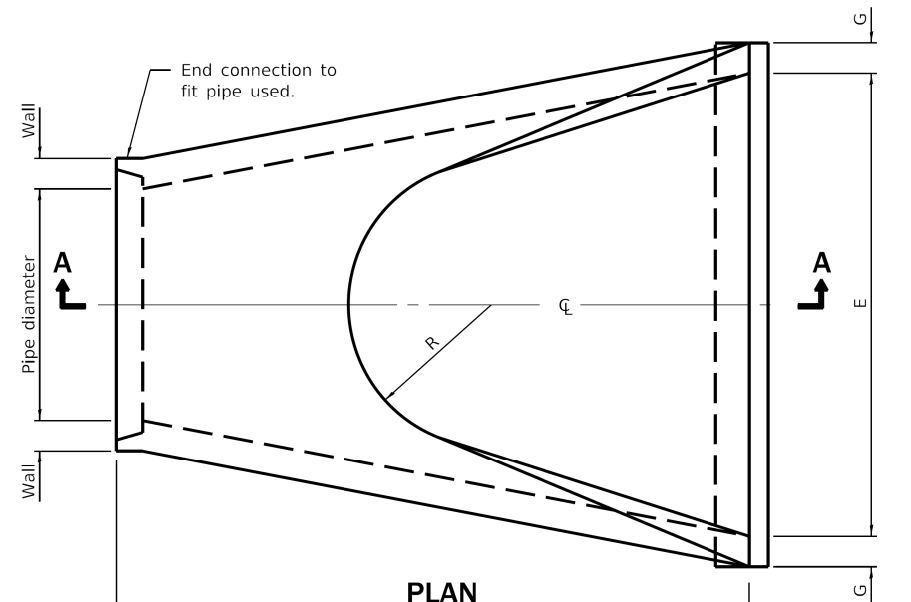
PROJ. NO. 010150.00225

DATE: 6/13/2024

SHEET 4 OF 7

DRAWING NO.

RPP



* Radius as furnished by manufacturer

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS	PRECAST REINFORCED CONCRETE FLARED END SECTION
1-1-11	Clarified ref. to pipe dia. on Section A-A. Changed	
	'inner' to 'outer' cage ref.	
1-1-09	Switched units to English (metric).	
		STANDARD 542301-03

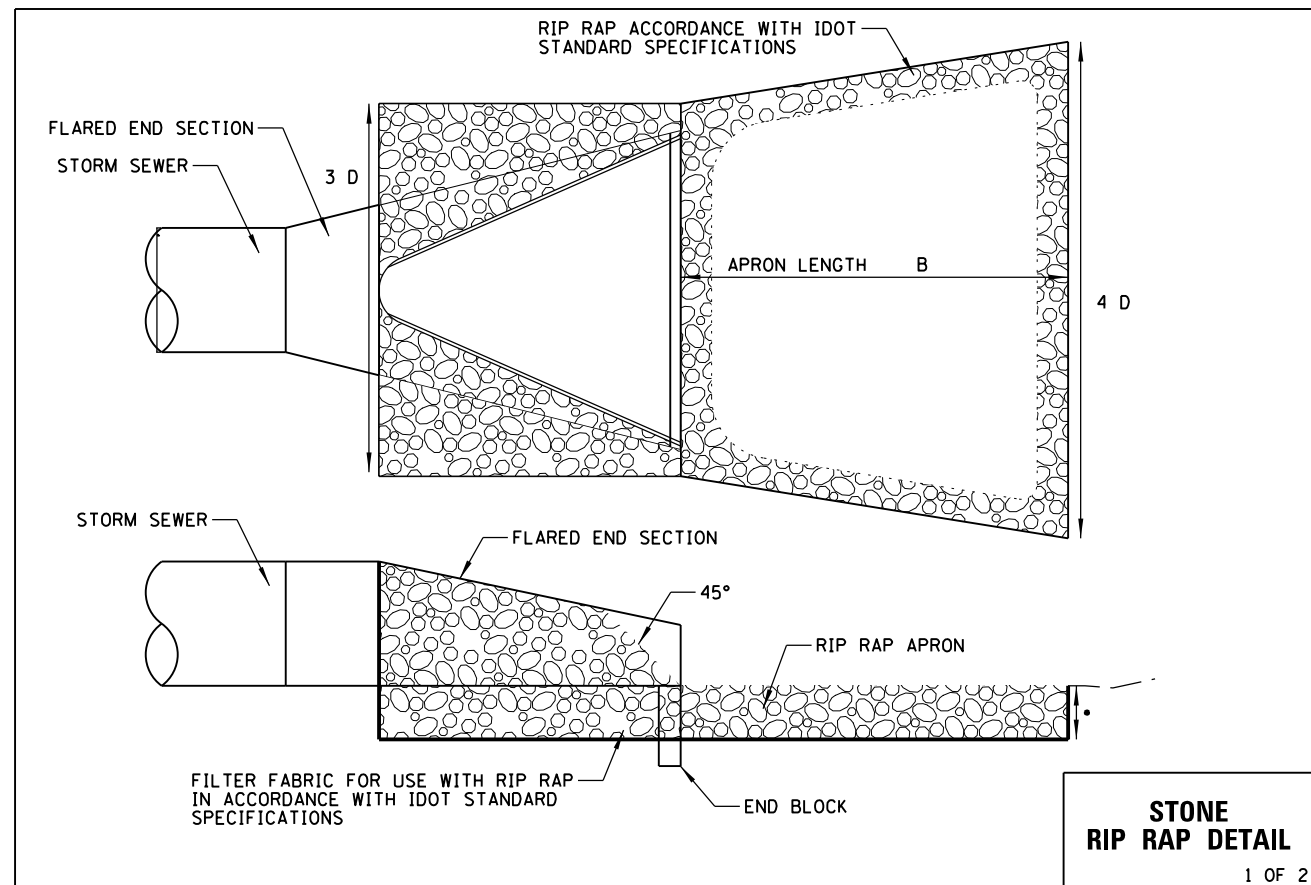

 Illinois Department of Transportation

APPROVED January 1, 2011
Ralph E. Anderson
 ENGINEER OF BRIDGES AND STRUCTURES

APPROVED January 1, 2011
Scott Smith
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

 CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT:	Village Hall 300 Plaza Circle, Mundelein, IL 60060	TITLE:	CONSTRUCTION DETAILS WASTEWATER TREATMENT PLANT OUTFALL REPAIR		PROJ. NO. 010150.00225
						DATE: 6/13/2024
						SHEET 5 OF 7
						DRAWING NO.
						DET_1



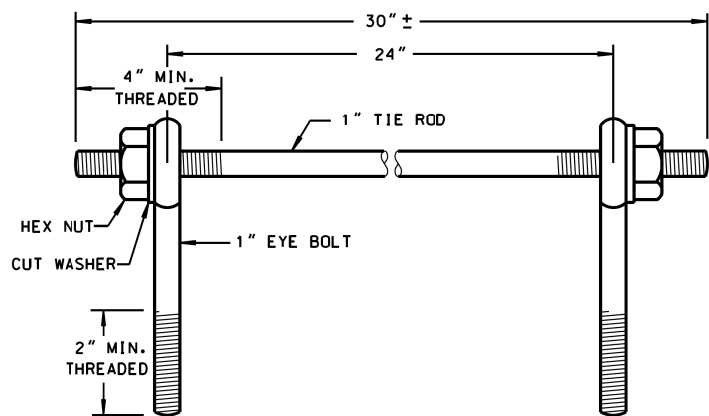
RIP RAP									
PIPE DIAMETER (IN.) D	STONE RIP RAP							BEDDING	
	QUALITY DESIGNATION	GRADATION NUMBER	MINIMUM THICKNESS (IN.) A	MINIMUM LENGTH (FT.) B	WEIGHT RANGE (#)	WEIGHT AVERAGE (#)	SIZE AVERAGE (IN.)	GRADATION NUMBER	MINIMUM THICKNESS (IN.) C
12	B	3	12"	12'	1-50	10	4.5"	N/A	N/A
15	B	3	14"	14'	1-50	10	4.5"	N/A	N/A
18	B	4	16"	16'	1-50	40	7"	1 OR CA-3	6"
21	B	4	18"	18'	1-150	40	7"	1 OR CA-3	6"
24	B	4	20"	20'	1-150	40	7"	1 OR CA-3	6"
30	B	4	22"	22'	1-150	40	7"	1 OR CA-3	6"
36	B	5	24"	24'	3-400	90	10"	1 OR CA-3	8"
42	B	5	26"	26'	3-400	90	10"	1 OR CA-3	8"
48	B	6	28"	28'	6-600	170	12"	2 OR CA-1	10"
54	B	6	32"	32'	6-600	170	12"	2 OR CA-1	10"
60	B	6	36"	36'	6-600	170	12"	2 OR CA-1	10"
72	B	6	44"	44'	6-600	170	12"	2 OR CA-1	10"

NOTE:

- FOR PIPE SIZE 72" AND LARGER A SPECIAL DESIGN OF RIP RAP OR APRON IS REQUIRED.
- GRADATION REFFER TO IDOT SPECIFICATIONS AND STANDARDS.

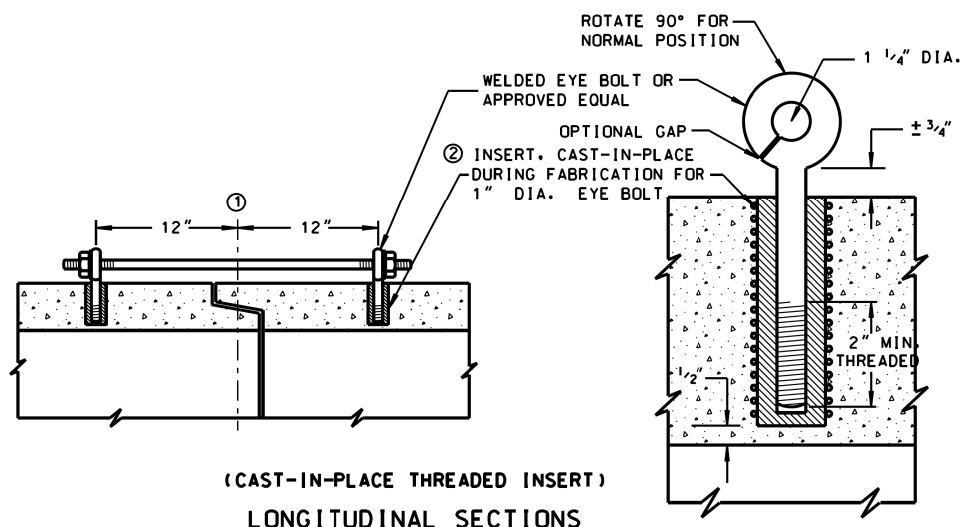
**STONE
RIP RAP DETAIL**

2 OF 2



EYE BOLTS AND TIE ROD

EYE BOLT AND TIE ROD ASSEMBLY (ALTERNATE NO. 1)



(CAST-IN-PLACE THREADED INSERT)
LONGITUDINAL SECTIONS

GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS. JOINT TIES AND HARDWARE SHALL BE GALVANIZED STEEL.

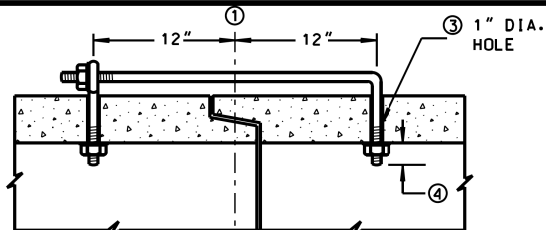
CONCRETE CULVERT PIPE AND SEWER PIPE SHALL BE TIED TOGETHER IN THE MANNER ILLUSTRATED BY THIS DETAIL AT THE LAST THREE JOINTS BEFORE A FLARED END SECTION

THE CONTRACTOR MAY USE EITHER ALTERNATE 1, 2 OR 3 FOR CONCRETE PIPE.

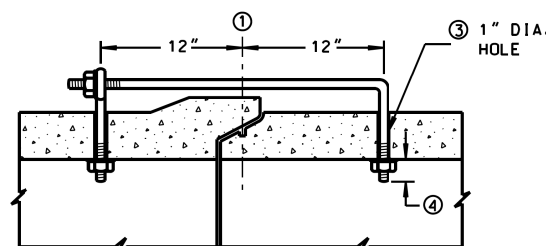
UNLESS OTHERWISE STATED IN THE CONTRACT THE MATERIALS, FABRICATION AND WORK NECESSARY TO TIE CULVERT PIPE AS INDICATED ON THE PLANS AND BY THIS DETAIL WILL BE CONSIDERED INCLUDED IN THE COST OF PIPE CULVERTS OR STORM SEWERS.

DETAILED DRAWINGS FOR PROPOSED ALTERNATE DESIGNS FOR GALVANIZED STEEL JOINT TIES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.

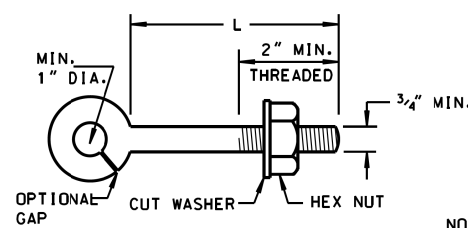
- ① 1/2 OF TONGUE AND GROOVE OR BELL AND SPIGOT JOINTS.
- ② THE INSIDE OF THE THREADED INSERTS SHALL BE CLEAN TO ALLOW THE INSERTION OF THREADED EYE BOLTS.
- ③ HOLES SHALL BE CAST-IN-PLACE OR DRILLED 12" FROM 1/2 OF TONGUE AND GROOVE.
- ④ BOLT PROJECTION INSIDE OF PIPE SHALL NOT EXCEED 2".
- ⑤ OPENING TO BE ROD DIAMETER + 1 INCH.
- ⑥ LENGTH ADEQUATE TO EXTEND TO WITHIN 1/2 INCH OF THE INNER SURFACE OF THE PIPE.



(TONGUE & GROOVE PIPE)

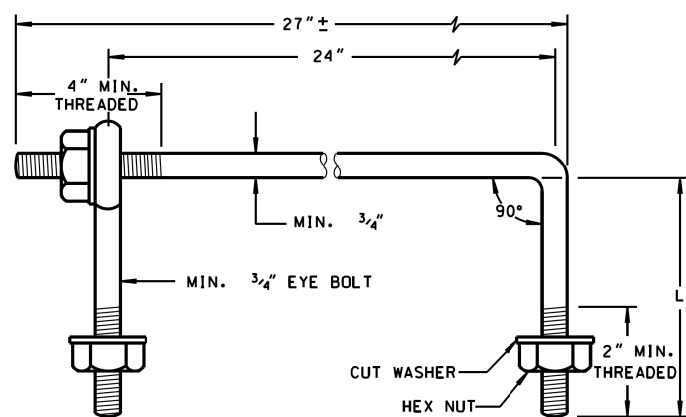


(MODIFIED BELL PIPE)
LONGITUDINAL SECTION



EYE BOLT

NOTE:
TWO EYE BOLTS MAY BE USED WITH A 30" LONG THREADED ROD IN LIEU OF THE 90° BENT TIE ROD.



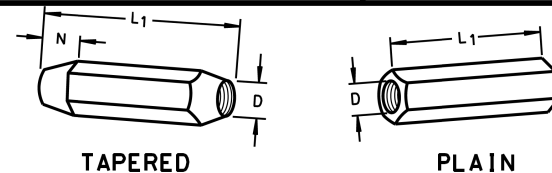
EYE BOLT AND TIE ROD

(JOINT TIES FOR 18" TO 66" DIA. CONCRETE PIPE)

EYE BOLT AND TIE ROD ASSEMBLY (ALTERNATE NO. 2)

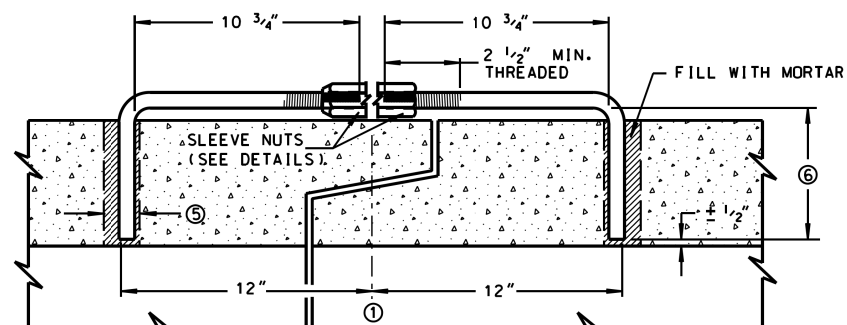
EYE BOLT DIMENSION TABLE

PIPE SIZE	L = LENGTH	
	TONGUE & GROOVE PIPE	MODIFIED BELL PIPE
18" TO 24"	4 1/2"	6 1/4"
30"	5"	7"
36"	5 1/2"	7"
42"	6"	
48"	6 1/2"	
60"	7 1/2"	
66"	8"	



RIGHT AND LEFT THREADS

SLEEVE NUTS



LONGITUDINAL SECTION

(JOINT TIES FOR 12" TO 108" DIA. CONCRETE PIPE)

ADJUSTABLE TIE ROD (ALTERNATE NO. 3)

ADJUSTABLE TIE ROD TABLE

PIPE DIAMETER	TIE ROD DIAMETER	D	L1	N
12-60	5/8	5/8	5	1/2
66-84	3/4	3/4	5	1/2
90-108	1	1	7	1 1/16

DIMENSIONS SHOWN ARE IN INCHES

NOT TO SCALE

REVISIONS	DATE
ADDED JOINT TIE MAT'L	7/8/11



APPROVED BY: M. ZEMAITIS
DATE: 04/01/11

JOINT TIES FOR
CONCRETE PIPE

LC5402

CLIENT:

TITLE:

PROJ. NO. 010150.00225

DATE: 6/13/2024

SHEET 7 OF 7

DRAWING NO.

DET_3

To: Mayor and Board of Trustees

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

For: Village Board Meeting of August 12, 2024

Subject: Governing Body

Financial Impact:

\$1,499,961.45

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 July 22, 2024, and ending August 12, 2024, in the amount of \$1,499,961.45.



GOVERNING BODY

DISBURSEMENTS REPORT

August 12, 2024

apaivckdt2 vjankowski
 16:15 08/05/24
 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: 100-26080-000 HEALTH INSURANCE PAYABLE							
10905 BESTCO UA	2025	09012025	13673	1	N	08/12/24	13,342.12
14237 INTERGOVERNMENTAL PERSONNEL	2025	08012024	13671	1	N	07/25/24	354,895.00
Account: 100-34650-000 JULY 4 DONATIONS							
168 BILL'S PIZZA & PUB	2025	07152024-05	0	0	N	07/16/24	200.00
815 GALE STREET INN	2025	07152024-10	0	0	N	07/16/24	200.00
7280 TACO & BURRITO EXPRESS	2025	07152024-02	0	0	N	07/16/24	200.00
7408 DANITA WARD	2025	07152024-07	0	0	N	07/16/24	200.00
8836 LEE'S CONCESSIONS	2025	07152024-12	0	0	N	07/16/24	200.00
10742 EL CAMPEON	2025	0715224-13	0	0	N	07/16/24	200.00
12425 BROTHERS RIBS	2025	07152024-09	0	0	N	07/16/24	200.00
12430 TAMALES DIANA	2025	07152024-08	0	0	N	07/16/24	200.00
14193 EL SAZON DE EDMAR	2025	07152024-04	0	0	N	07/16/24	200.00
14194 SUPERMERCADO GISELLE	2025	07152024-01	0	0	N	07/16/24	200.00
14197 LOS MAGUEYES	2025	07152024-06	0	0	N	07/16/24	200.00
99998 LA ROSITA SUPERMARKET	2025	07152024-03	0	0	Y	07/16/24	200.00
99998 MAYA'S RESTAURANT	2025	07152024-11	0	0	Y	07/16/24	200.00
Account: 100-34670-000 INS REIMBURSEMENTS							
5851 LAKE COUNTY DOOR CO.	2025	001858	14003	1	N	06/24/24	4,600.00
14280 CYBERCLAN	2025	1834	13934	1	N	05/31/24	138,393.75
14303 MCDONALD HOPKINS LLC	2025	1518488	0	0	N	07/18/24	359.00
Totals for department							514,189.87
Department: 100 CORP REVENUE ORG							
Program:							
Account: 100-32205-100 AMBULANCE SERVICES							
7787 BLUE CROSS BLUE SHIELD IL	2025	MDIL-23-2665:2	0	0	N	07/11/24	1,190.56
14309 MUTUAL OF OMAHA INSURANCE CO	2025	MDIL-22-2358:1	0	0	N	07/11/24	107.14
14310 NGS MEDICARE ILLINOIS	2025	MDIL-22-2358:1	0	0	N	07/11/24	419.97
Remarks: MDIL-22-2358:1							
Totals for department 100							1,717.67
Department: 103 FOURTH OF JULY COMMISSION							
Program:							
Account: 100-47030-103 JANITORIAL SUPPLIES							
2144 SUPERIOR INDUSTRY SUPPLY	2025	204970	0	0	N	07/26/24	823.50
Account: 100-47070-103 TOOLS/SUPPLIES							
8305 HOME DEPOT CREDIT SVCS.	2025	2012573	0	0	N	07/03/24	309.00
8305 HOME DEPOT CREDIT SVCS.	2025	2012647	0	0	N	07/03/24	121.44
8305 HOME DEPOT CREDIT SVCS.	2025	2514503	0	0	N	07/03/24	45.18

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16:15 08/05/24
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Village of Mundelein, IL
Invoice List by Check Date

Page 2

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
8305	2025	3023463	0	0	N	07/02/24	49.98
8305	2025	4012466	0	0	N	07/01/24	121.12
99998	2025	07182024	0	0	Y	07/18/24	15.56
Account: 100-47099-103 MISC SUPPLIES							
3013	2025	10223586	13981	1	N	07/09/24	15,842.95
6794	2025	PPP-36202	0	0	N	06/28/24	1,102.00
Account: 100-47420-103 ELECTRIC LIGHT/POWER							
14184	2025	0613769679D5	0	0	Y	07/18/24	48.35
Totals for department 103							18,479.08
Department: 105 POLICE/FIRE COMMISSION							
Program:							
Account: 100-46499-105 MISC PROFESSIONAL SERV							
2783	2025	SA000058645	14042	1	N	07/30/24	495.00
7498	2025	22047	14036	1	N	07/29/24	610.00
7498	2025	22051	14036	1	N	07/30/24	610.00
Totals for department 105							1,715.00
Department: 108 ARTS COMMISSION							
Program:							
Account: 100-46999-108 MISC OTHER SERVICES							
99998	2025	073124-NICKL	14054	1	Y	07/31/24	100.00
99998	2025	073124-MACIAS	14043	1	Y	07/31/24	50.00
99998	2025	073124-CHAPA	14050	1	Y	07/31/24	100.00
99998	2025	073124-GUERRERO	14045	1	Y	07/31/24	20.00
99998	2025	073124-KILLACKE	14052	1	Y	07/31/24	100.00
99998	2025	073124-FONTANA	14051	1	Y	07/31/24	100.00
99998	2025	073124-FONTANA2	14044	1	Y	07/31/24	30.00
Totals for department 108							500.00
Department: 111 EXECUTIVE							
Program:							
Account: 100-46340-111 CONV/SCHOOLS/MTGS							
2364	2025	GOLFOUTING	0	0	N	07/15/24	250.00
Totals for department 111							250.00
Department: 201 ADMINISTRATIVE							
Program:							
Account: 100-46340-201 CONV/SCHOOLS/MTGS							

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 16:15 08/05/24
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12096	MIDWEST LEADERSHIP	2025	NIU CR	14014	1	N	07/19/24	6,000.00
Account: 100-46613-201			MT COPIERS					
6098	DE LAGE LANDEN FINCL SVCS INC	2025	82858158	0	0	N	07/18/24	533.32
6098	DE LAGE LANDEN FINCL SVCS INC	2025	82858836	0	0	N	07/18/24	347.00
Account: 100-47015-201			OFFICE SUPPLIES					
4390	GRAPHIC 14, INC.	2025	55896	0	0	N	07/09/24	265.11
14036	ODP BUSINESS SOLUTIONS, LLC	2025	374132781001	0	0	N	07/09/24	29.03
14036	ODP BUSINESS SOLUTIONS, LLC	2025	374677336001	0	0	N	07/16/24	93.18
14036	ODP BUSINESS SOLUTIONS, LLC	2025	374677843001	0	0	N	07/16/24	27.72
14036	ODP BUSINESS SOLUTIONS, LLC	2025	374972955001	0	0	N	07/10/24	89.95
Totals for department 201								7,385.31
Department: 202 ADMIN SERVICES								
Program:								
Account: 100-46415-202			COMPUTER SOFTWARE SUPPORT					
14280	CYBERCLAN	2025	1902	14033	1	N	07/22/24	8,100.00
Account: 100-46611-202			MT COMPUTER EQUIPMENT					
617	DELL MARKETING L.P.	2025	10762919230	0	0	N	08/02/24	975.27
Account: 100-47310-202			AMERITECH CHARGES					
7652	AT & T	2025	847566349007	13937	1	N	07/22/24	360.21
7652	AT & T	2025	847949329407	13936	1	N	07/27/24	453.32
Account: 100-47330-202			MOBILE PHONE CHARGES					
768	AT&T MOBILITY	2025	040917X08032024	0	0	N	07/25/24	4,084.77
768	AT&T MOBILITY	2025	040967X08032024	0	0	N	07/25/24	2,227.81
Totals for department 202								16,201.38
Department: 203 COMMUNITY DEVELOPEMENT								
Program:								
Account: 100-46410-203			CONSULTING SERVICES					
14236	AMS PLANNING & RESEARCH CORP	2025	2174-04	14060	1	N	06/30/24	55.46
Totals for department 203								55.46
Department: 204 MARKETING								
Program:								
Account: 100-46804-204			NEWSLETTER PUBLICATION					
1344	LITURGICAL PUBLICATIONS, INC.	2025	028626	0	0	N	06/10/24	1,098.00
1344	LITURGICAL PUBLICATIONS, INC.	2025	029026	0	0	N	07/03/24	1,098.00
Account: 100-46901-204			ADVERTISING					
11932	LAKE COUNTY IL CVB	2025	2024-4019	14006	1	N	05/23/24	3,500.00
Account: 100-46998-204			GENERAL MARKETING					
3763	THE PRINTING FACTORY	2025	33587	0	0	N	06/19/24	249.00

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16:15 08/05/24
Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

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3763	THE PRINTING FACTORY	2025	33672	0	0	N	07/05/24	340.00
14026	D. OLIVER DESIGN	2025	8624-1126	0	0	N	06/27/24	276.25
14026	D. OLIVER DESIGN	2025	8624-1135	0	0	N	07/08/24	403.75
14026	D. OLIVER DESIGN	2025	8624-1135	0	0	N	07/08/24	42.50
Totals for department 204								7,007.50
Department: 205 HUMAN RESOURCES								
Program:								
Account: 100-46499-205			MISCELLANEOUS PROFESSIONAL SER					
13210	PAYLOCITY CORP	2025	2173880	13672	1	N	07/19/24	5,442.36
Account: 100-46904-205			PHYSICAL EXAMS					
1483	MOBILE HEALTH SOLUTIONS	2025	29980	0	0	N	05/01/24	140.00
1483	MOBILE HEALTH SOLUTIONS	2025	31243	0	0	N	05/23/24	100.00
1483	MOBILE HEALTH SOLUTIONS	2025	31296	0	0	N	06/01/24	40.00
Totals for department 205								5,722.36
Department: 231 FINANCE - ADMINISTRATION								
Program:								
Account: 100-46502-231			IRMA DEDUCTIBLE					
1120	IRMA	2025	300284	13944	1	N	07/23/24	29,393.32
1120	IRMA	2025	300348	13998	1	N	07/23/24	49,727.81
Totals for department 231								79,121.13
Department: 240 LEGAL								
Program:								
Account: 100-46404-240			SPECIAL COUNSEL					
11010	ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169478	13999	1	N	07/11/24	9,250.00
11010	ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169480	0	0	N	07/11/24	150.00
11010	ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169481	14000	1	N	07/11/24	2,150.00
11010	ZUKOWSKI ROGERS FLOOD MCARDLE	2025	169483	0	0	N	07/11/24	325.00
Account: 100-46410-240			CONSULTING SERVICES					
14305	LORENZ & ASSOCIATES, LTD	2025	3174	13951	1	N	05/01/24	2,250.00
14305	LORENZ & ASSOCIATES, LTD	2025	3174	13951	2	N	05/01/24	2,250.00
14305	LORENZ & ASSOCIATES, LTD	2025	3174	13951	3	N	05/01/24	2,750.00
14305	LORENZ & ASSOCIATES, LTD	2025	3174	13951	4	N	05/01/24	2,750.00
Account: 100-46499-240			MISC PROFESSIONAL SERV					
4288	JOAN VASQUEZ	2025	07232024	0	0	N	07/23/24	300.00
Totals for department 240								22,175.00
Department: 260 CAPITAL PROJECTS								

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 16:15 08/05/24
 Fund: 100 CORPORATE
 Vendor Vendor Name

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Program:							
Account: 100-48299-260		OTHER BLDG/FACILITIES					
11285 D&B POWER ASSOCIATES, INC	2025	034050	12716	1	N	07/17/24	134,494.50
Account: 100-48599-260		OTHER EQUIPMENT					
14306 OHD, LLLP	2025	97324	13969	1	N	07/19/24	10,200.00
14306 OHD, LLLP	2025	97324	13969	2	N	07/19/24	385.00
14306 OHD, LLLP	2025	97324	13969	3	N	07/19/24	275.00
14306 OHD, LLLP	2025	97324	13969	4	N	07/19/24	5,645.00
14306 OHD, LLLP	2025	97324	13969	5	N	07/19/24	-2,000.00
14306 OHD, LLLP	2025	97324	13969	6	N	07/19/24	75.00
Account: 100-48799-260		OTHER INFRASTRUCTURE IMPR					
13610 ENCAP INC.	2025	10312	13839	1	N	07/24/24	1,400.00
Totals for department 260							150,474.50
Department: 281 BUILDING - ADMINISTRATION							
Program:							
Account: 100-46340-281		CONV/SCHOOLS/MTGS					
14189 MIKE BOSTON	2025	06142024	0	0	N	07/23/24	20.00
Account: 100-46511-281		ELEVATOR INSPECTION					
2210 THOMPSON ELEVATOR	2025	24-1303	0	0	N	06/26/24	258.00
2210 THOMPSON ELEVATOR	2025	24-1393	0	0	N	07/15/24	258.00
2210 THOMPSON ELEVATOR	2025	24-1442	0	0	N	07/22/24	43.00
2210 THOMPSON ELEVATOR	2025	24-1476	0	0	N	07/26/24	200.00
Account: 100-47070-281		TOOLS/SUPPLIES					
3215 GRAINGER	2025	9186625274	0	0	N	07/25/24	200.16
Account: 100-47120-281		CLOTHING ALLOWANCE					
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36240	0	0	N	07/09/24	238.85
Totals for department 281							1,218.01
Department: 301 POLICE - ADMINISTRATION							
Program:							
Account: 100-46305-301		PROFESSIONAL DUES					
531 CALEA	2025	INV43959	13579	1	N	07/29/24	4,670.00
2880 ILEAS	2025	DUES13343	14018	1	N	07/01/24	240.00
Account: 100-46340-301		CONV/SCHOOLS/MTGS					
5502 ASSOCIATION OF POLICE	2025	TRAINING REGIST	14007	1	N	07/15/24	125.00
7885 JASON SEELEY	2025	CALEA REIM	14061	1	N	07/25/24	44.99
Account: 100-46371-301		TRAINING SUPPLIES					
14036 ODP BUSINESS SOLUTIONS, LLC	2025	376631554001	13978	4	N	07/17/24	140.10
Account: 100-46499-301		MISC PROFESSIONAL SERV					
3250 NORTHERN IL POLICE ALARM SYS	2025	072324	14024	1	N	07/23/24	56.30
4288 JOAN VASQUEZ	2025	072324	14022	1	N	07/23/24	150.00
7498 FIRST RSPNDRS WELLNESS CTR LLC	2025	21897	14011	1	N	07/17/24	185.00

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16:15 08/05/24
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Village of Mundelein, IL
Invoice List by Check Date

Page 6

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
14290 BRECHBULER SCALES, INC	2025	18000513	14032	1	N	07/24/24	262.50
Account: 100-46620-301		MT BUILDING & GROUNDS					
1877 R.H. WITT HEATING &	2025	416619	14062	1	N	07/26/24	914.00
Account: 100-46910-301		FREIGHT					
5631 STREICHER'S INC	2025	I1708032	13695	3	N	07/09/24	100.00
6505 LYNN PEAVEY COMPANY	2025	411255	13996	5	N	07/25/24	52.83
14202 AMAZON CAPITAL SERVICES, INC.	2025	1XV6-7199-174Y	14025	1	N	07/25/24	6.99
Account: 100-47015-301		OFFICE SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2025	1FYQ-TRV1-9X1M	13967	1	N	07/29/24	43.26
14202 AMAZON CAPITAL SERVICES, INC.	2025	1MMF-DQYV-4PG9	13967	1	N	07/15/24	38.37
14202 AMAZON CAPITAL SERVICES, INC.	2025	1N4Y-FGNL-13VN	13967	1	N	07/21/24	23.41
14202 AMAZON CAPITAL SERVICES, INC.	2025	1XV6-7199-174Y	14025	1	N	07/25/24	27.99
14202 AMAZON CAPITAL SERVICES, INC.	2025	1XXV-JP7Q-GN3D	13967	1	N	07/21/24	-32.99
Account: 100-47310-301		AMERITECH CHARGES					
6166 TECHNOLOGY MGMT REVOLVING FUND	2025	T2426478	13739	1	N	06/17/24	316.70
6166 TECHNOLOGY MGMT REVOLVING FUND	2025	T2429052	13739	1	N	07/22/24	316.70
Totals for department 301							7,681.15
Department: 302 POLICE - COMMUNICATIONS							
Program:							
Account: 100-46610-302		MT OFFICE EQUIPMENT					
14121 GENERAL COMMUNICATIONS, INC	2025	334276	14004	1	N	07/12/24	1,040.00
Account: 100-47015-302		OFFICE SUPPLIES					
14202 AMAZON CAPITAL SERVICES, INC.	2025	1FYQ-TRV1-9X1M	13967	1	N	07/29/24	39.96
14202 AMAZON CAPITAL SERVICES, INC.	2025	1N4Y-FGNL-13VN	13967	1	N	07/21/24	.00
Account: 100-47120-302		CLOTHING ALLOWANCE					
8626 AMERI-TEX	2025	204813	13912	1	N	07/09/24	11.50
Totals for department 302							1,091.46
Department: 303 POLICE - COMMUNITY SERV.							
Program:							
Account: 100-46372-303		PREVENTION EDUCATION MTLs					
14202 AMAZON CAPITAL SERVICES, INC.	2025	1NWV-PWG4-91XG	14041	1	N	07/30/24	52.73
Account: 100-46520-303		EQUIPMENT RENTAL					
2056 SERVICE SANITATION INC	2025	8827859	13626	1	N	07/16/24	390.00
2056 SERVICE SANITATION INC	2025	8827859	13626	2	N	07/16/24	30.00
2184 LAKE STREET RENTAL	2025	01-325778-04	13687	2	N	07/13/24	275.00
Totals for department 303							747.73
Department: 304 POLICE - INVESTIGATIONS							
Program:							
Account: 100-47099-304		MISC SUPPLIES					

apaivckdt2 vjankowski
16:15 08/05/24
Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 7

Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
6505	LYNN PEAVEY COMPANY	2025	411255	13996	1	N	07/25/24	40.00
6505	LYNN PEAVEY COMPANY	2025	411255	13996	2	N	07/25/24	151.25
6505	LYNN PEAVEY COMPANY	2025	411255	13996	4	N	07/25/24	90.00
14202	AMAZON CAPITAL SERVICES, INC.	2025	1FRT-3YMX-NRHD	14013	2	N	07/20/24	35.98
Account: 100-47120-304			CLOTHING ALLOWANCE					
12757	STEVEN SIMONELLI	2025	CLOTHING ALLOWA	13997	1	N	07/11/24	500.00
Totals for department 304								817.23
Department: 305 POLICE - PATROL								
Program:								
Account: 100-46340-305			CONV/SCHOOLS/MTGS					
14202	AMAZON CAPITAL SERVICES, INC.	2025	1N4Y-FGNL-13VN	13967	1	N	07/21/24	78.76
Account: 100-46644-305			MT PATROL VEHICLES					
1756	ATLAS CAR WASH	2025	PD - JUNE 2024	14031	1	N	06/01/24	16.00
Account: 100-47099-305			MISC SUPPLIES					
5344	PAGE'S HEALTHY PAWS	2025	112712	14005	1	N	07/12/24	21.73
Account: 100-47120-305			CLOTHING ALLOWANCE					
1965	ROGAN SHOES INC.	2025	470165	13925	1	N	07/12/24	178.50
1965	ROGAN SHOES INC.	2025	470425	13949	1	N	07/17/24	187.00
1965	ROGAN SHOES INC.	2025	470448	13974	1	N	07/17/24	178.50
10310	J.G. UNIFORMS, INC	2025	134530	13948	1	N	07/25/24	188.00
10310	J.G. UNIFORMS, INC	2025	134549	13956	1	N	07/29/24	10.50
10310	J.G. UNIFORMS, INC	2025	134551	13950	1	N	07/26/24	43.00
10310	J.G. UNIFORMS, INC	2025	134551	13950	2	N	07/26/24	10.00
10310	J.G. UNIFORMS, INC	2025	134593	14010	1	N	07/26/24	47.75
Account: 100-47530-305			MT MTLS OTHER EQUIPMENT					
3349	SECRETARY OF STATE	2025	SQUAD 24	13918	1	N	07/01/24	25.00
8650	IL SECRETARY OF STATE	2025	SQUAD22	13919	1	N	07/01/24	8.00
Account: 100-47999-305			OTHER COMMODITIES					
5631	STREICHER'S INC	2025	I1708032	13695	1	N	07/09/24	6,732.00
5631	STREICHER'S INC	2025	I1708032	13695	2	N	07/09/24	231.00
Totals for department 305								7,955.74
Department: 306 POLICE - RECORDS								
Program:								
Account: 100-47015-306			OFFICE SUPPLIES					
14036	ODP BUSINESS SOLUTIONS, LLC	2025	376631265001	13978	1	N	07/17/24	21.52
14036	ODP BUSINESS SOLUTIONS, LLC	2025	376631554001	13978	2	N	07/17/24	26.58
14036	ODP BUSINESS SOLUTIONS, LLC	2025	376631554001	13978	3	N	07/17/24	13.32
Totals for department 306								61.42
Department: 321 FIRE - ADMINISTRATION								
Program:								

apaivckdt2 vjankowski
16:15 08/05/24
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: 100-46620-321 MT BUILDING & GROUNDS							
1410 MCMaster CARR SUPPLY CO	2025	30257359	0	0	N	07/17/24	222.01
6449 AMERICAN BACKFLOW &	2025	31004	0	0	N	07/29/24	800.00
Account: 100-46911-321 UPS CHARGES							
7910 UNITED PARCEL SERVICE	2025	0000943AT0304	0	0	N	07/27/24	51.42
Account: 100-47011-321 COMPUTER PROGRAMS							
12520 TARGET SOLUTIONS LEARNING	2025	#INV100279	0	0	N	07/12/24	73.71
Account: 100-47015-321 OFFICE SUPPLIES							
9000 STAPLES ADVANTAGE	2025	6006808341	0	0	N	07/13/24	304.73
9000 STAPLES ADVANTAGE	2025	6007882805	0	0	N	07/27/24	135.23
Account: 100-47120-321 CLOTHING ALLOWANCE							
10840 THE LOCKER SHOP	2025	124140	0	0	N	06/11/24	450.00
Account: 100-47140-321 SAFETY SHOES & GLASSES							
247 AIR ONE EQUIPMENT INC	2025	209170	0	0	N	07/18/24	295.00
Account: 100-47310-321 AMERITECH CHARGES							
7652 AT & T	2025	847566738506	0	0	N	06/22/24	245.00
7652 AT & T	2025	847566738507	0	0	N	07/22/24	245.00
Account: 100-47510-321 MT MTLS BLDGS & GROUNDS							
8305 HOME DEPOT CREDIT SVCS.	2025	9014248	0	0	N	07/26/24	12.36
Totals for department 321							2,834.46
Department: 322 FIRE - PREVENTION							
Program:							
Account: 100-47010-322 BOOKS/PUBLICATIONS							
6907 NFPA	2025	00030027S	0	0	N	07/29/24	1,725.00
Remarks:		CK REQ - 2024 RENEWAL					
Totals for department 322							1,725.00
Department: 323 FIRE - FIRE OPERATIONS							
Program:							
Account: 100-46417-323 CONTRACTUAL FF/PARAMEDICS							
1422 METRO PARAMEDIC SERVICES	2025	24-256854 13659	1	N		07/09/24	42,436.50
Account: 100-46612-323 MT LABRATORY EQUIPMENT							
247 AIR ONE EQUIPMENT INC	2025	208806	0	0	N	07/09/24	53.00
Account: 100-46630-323 MT HAZARDOUS MATERIAL							
247 AIR ONE EQUIPMENT INC	2025	209446	0	0	N	07/23/24	165.00
Account: 100-46669-323 MT OTHER EQUIPMENT							
247 AIR ONE EQUIPMENT INC	2025	209755	0	0	N	08/01/24	40.00
Account: 100-47110-323 GLOVES/BOOTS/COATS							
247 AIR ONE EQUIPMENT INC	2025	209170	0	0	N	07/18/24	415.00
247 AIR ONE EQUIPMENT INC	2025	209171	0	0	N	07/18/24	104.95
Totals for department 323							43,214.45
Department: 324 FIRE - RESQUE OPERATIONS							

apaivckdt2 vjankowski
 16:15 08/05/24
 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
Program:							
Account: 100-46418-324							
14295		PARAMEDIC BILLING SERVICES	2025	AMBULANCE BILLING JUNE COLLECTS 24	13889	1 N 07/19/24	3,946.40
Account: 100-47040-324							
8690		ZOLL MEDICAL CORPORATION	2025	4010216	0	0 N 07/15/24	1,674.28
8754		AMERICAN GASES CORPORATION	2025	209231	0	0 N 07/31/24	107.76
8754		AMERICAN GASES CORPORATION	2025	209232	0	0 N 07/31/24	31.21
8754		AMERICAN GASES CORPORATION	2025	561643	0	0 N 07/17/24	128.69
Totals for department 324							5,888.34
Department: 325 FIRE - EMERGENCY DISASTER							
Program:							
Account: 100-47310-325							
7652		AT & T	2025	AMERITECH CHARGES 847970960607	0	0 N 07/01/24	610.33
Totals for department 325							610.33
Department: 410 PUBLIC WORKS ADMIN							
Program:							
Account: 100-46410-410							
180		CLARKE ENVIRONMENTAL	2025	CONSULTING SERVICES 001034205	14021	1 N 07/18/24	6,218.94
180		CLARKE ENVIRONMENTAL	2025	001034402	13635	1 N 07/26/24	13,950.00
857		GEWALT HAMILTON ASSOC INC	2025	4485.036-2	13773	1 N 07/17/24	256.00
Account: 100-46415-410							
14033		RITTER GIS INC	2025	21887	13642	1 N 08/01/24	460.00
14033		RITTER GIS INC	2025	21888	13894	1 N 08/01/24	1,333.00
Account: 100-46613-410							
9032		IMPACT NETWORKING LLC	2025	MT COPIERS 3285222	0	0 N 07/29/24	168.75
12700		FIRST-CITIZENS BANK & TRUST	2025	45283970	0	0 N 07/31/24	250.02
Account: 100-47012-410							
14202		AMAZON CAPITAL SERVICES, INC.	2025	COMPUTER SUPPLIES 1LXC-KVGJ-HQYR	0	0 N 07/19/24	86.95
Account: 100-47015-410							
14202		AMAZON CAPITAL SERVICES, INC.	2025	OFFICE SUPPLIES 1CLH-XVNX-6XY7	0	0 N 07/25/24	264.37
14202		AMAZON CAPITAL SERVICES, INC.	2025	1M6G-Q6C3-7CPQ	0	0 N 07/25/24	9.99
14202		AMAZON CAPITAL SERVICES, INC.	2025	1WY9-KP9K-1DLX	0	0 N 07/10/24	96.46
Account: 100-47070-410							
14202		AMAZON CAPITAL SERVICES, INC.	2025	TOOLS/SUPPLIES 1VKL-FCM4-3PFY	0	0 N 07/23/24	63.07
Totals for department 410							23,157.55
Department: 420 FACILITY MAINTENANCE							
Program:							
Account: 100-46510-420							
CUSTODIAL SERVICE							

apaivckdt2 vjankowski
 16:15 08/05/24
 Fund: 100 CORPORATE
 Vendor Vendor Name

Village of Mundelein, IL
 Invoice List by Check Date

Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
5008	BEST QUALITY FACILITY SRV, LLC	2025	49596	14020	1	N	05/01/24	5,350.00
5008	BEST QUALITY FACILITY SRV, LLC	2025	50604	13640	1	N	07/20/24	5,350.00
Account: 100-46620-420 MT BUILDING & GROUNDS								
1170	J.C. LICHT, LLC	2025	62125340	0	0	N	08/01/24	87.56
2937	J.M. IRRIGATION LLC	2025	72051	0	0	N	05/28/24	459.00
2937	J.M. IRRIGATION LLC	2025	72526	0	0	N	06/18/24	795.00
3910	ANDERSON PEST SOLUTIONS	2025	62973208	0	0	N	07/31/24	227.47
3910	ANDERSON PEST SOLUTIONS	2025	66253463	0	0	N	08/04/24	66.95
3910	ANDERSON PEST SOLUTIONS	2025	66253464	0	0	N	08/04/24	264.00
4308	MALCOR ROOFING OF	2025	4661	0	0	N	07/24/24	1,517.00
6449	AMERICAN BACKFLOW &	2025	31003	13988	1	N	07/29/24	5,223.95
14213	PROLINE MECHANICAL INC	2025	19748	0	0	N	07/29/24	540.00
14213	PROLINE MECHANICAL INC	2025	19749	0	0	N	07/29/24	927.50
14213	PROLINE MECHANICAL INC	2025	19750	0	0	N	07/29/24	462.50
Account: 100-46899-420 MISC COMMUNITY SERVICE								
10960	WILLOW ELECTRICAL SUPPLY	2025	S2435488.001	0	0	N	07/08/24	407.80
Account: 100-47030-420 JANITORIAL SUPPLIES								
2144	SUPERIOR INDUSTRY SUPPLY	2025	205528	0	0	N	07/26/24	1,939.03
2144	SUPERIOR INDUSTRY SUPPLY	2025	205530	0	0	N	07/26/24	803.52
2144	SUPERIOR INDUSTRY SUPPLY	2025	205531	0	0	N	07/26/24	873.38
2144	SUPERIOR INDUSTRY SUPPLY	2025	205531A	0	0	N	07/29/24	137.15
2144	SUPERIOR INDUSTRY SUPPLY	2025	205531B	0	0	N	08/01/24	127.18
2144	SUPERIOR INDUSTRY SUPPLY	2025	205532	0	0	N	07/26/24	1,637.87
2144	SUPERIOR INDUSTRY SUPPLY	2025	205532A	0	0	N	07/29/24	129.24
Account: 100-47070-420 TOOLS/SUPPLIES								
8305	HOME DEPOT CREDIT SVCS.	2025	0510148	0	0	N	07/15/24	227.39
Account: 100-47090-420 JULIE LOCATING SUPPLIES								
1850	PROSAFETY INC.	2025	2/905470	0	0	N	07/29/24	85.00
Account: 100-47120-420 CLOTHING ALLOWANCE								
205	CUTLER WORKWEAR	2025	PS-INV036261	0	0	N	07/11/24	112.45
Account: 100-47510-420 MT MTLS BLDGS & GROUNDS								
105	ACE HARDWARE OF LIBERTYVILLE	2025	84725/6	0	0	N	07/10/24	19.67
105	ACE HARDWARE OF LIBERTYVILLE	2025	84730/6	0	0	N	07/10/24	1.61
105	ACE HARDWARE OF LIBERTYVILLE	2025	84734/6	0	0	N	07/11/24	3.17
105	ACE HARDWARE OF LIBERTYVILLE	2025	84742/6	0	0	N	07/11/24	24.45
105	ACE HARDWARE OF LIBERTYVILLE	2025	84829/6	0	0	N	07/23/24	8.09
105	ACE HARDWARE OF LIBERTYVILLE	2025	84832/6	0	0	N	07/24/24	8.99
105	ACE HARDWARE OF LIBERTYVILLE	2025	84838/6	0	0	N	07/24/24	26.99
105	ACE HARDWARE OF LIBERTYVILLE	2025	84884/6	0	0	N	07/30/24	7.72
105	ACE HARDWARE OF LIBERTYVILLE	2025	84887/6	0	0	N	07/31/24	32.36
105	ACE HARDWARE OF LIBERTYVILLE	2025	84898/6	0	0	N	08/01/24	17.61
1170	J.C. LICHT, LLC	2025	62124881	0	0	N	07/17/24	77.39
4005	CONNEXION	2025	S2007383.001	0	0	N	07/24/24	34.80
8305	HOME DEPOT CREDIT SVCS.	2025	0013436	0	0	N	07/15/24	14.09
8305	HOME DEPOT CREDIT SVCS.	2025	0183844	0	0	N	07/15/24	-12.90
8305	HOME DEPOT CREDIT SVCS.	2025	3013247	0	0	N	07/12/24	110.10
8305	HOME DEPOT CREDIT SVCS.	2025	8013601	0	0	N	07/17/24	5.52
8305	HOME DEPOT CREDIT SVCS.	2025	9014249	0	0	N	07/26/24	11.23
14202	AMAZON CAPITAL SERVICES, INC.	2025	1QJW-YL31-3RQN	0	0	N	07/18/24	87.96
14202	AMAZON CAPITAL SERVICES, INC.	2025	1RNX-9NVG-477C	0	0	N	07/25/24	78.98
Account: 100-47525-420 MT MTLS HEAVY EQUIPMENT								

apaivckdt2 vjankowski
 16:15 08/05/24
 Fund: 100 CORPORATE
 Vendor Vendor Name

Village of Mundelein, IL
 Invoice List by Check Date

Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
14141	SUPER BRIGHT LEDS INC	2025	INVN-361022	0	0	N	07/31/24	162.58
14253	USSI RENTALS, INC.	2025	0077238-IN	0	0	N	06/26/24	819.00
Account: 100-47528-420			MT MTLs PICK-UP TRUCK					
3215	GRAINGER	2025	9192690700	0	0	N	07/24/24	210.91
Totals for department 420								29,501.26
Department: 430 VEHICLE MAINTENANCE								
Program:								
Account: 100-46644-430			MT PATROL VEHICLES					
2010	SAFELITE AUTOGLASS	2025	579741	0	0	N	07/11/24	92.00
Account: 100-46699-430			MISC MAINTENANCE SERVICE					
2187	SYN-TECH SYSTEMS	2025	298574	0	0	N	07/19/24	550.00
Account: 100-47010-430			BOOKS/PUBLICATIONS					
14268	SAUCEDO TOOLS INC	2025	2711	0	0	N	07/09/24	-42.23
14268	SAUCEDO TOOLS INC	2025	2927	0	0	N	07/16/24	231.70
Account: 100-47012-430			COMPUTER SUPPLIES					
14202	AMAZON CAPITAL SERVICES, INC.	2025	1P4M-V7XQ-R9JJ	0	0	N	07/21/24	66.99
Account: 100-47061-430			MECHANIC'S TOOLS					
10553	SNAP-ON INDUSTRIAL	2025	ARV/62049820A	0	0	N	07/30/24	422.21
Account: 100-47070-430			TOOLS/SUPPLIES					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84748/6	0	0	N	07/12/24	32.37
1410	MCMaster CARR SUPPLY CO	2025	30842586	0	0	N	07/29/24	46.03
8305	HOME DEPOT CREDIT SVCS.	2025	3013896	0	0	N	07/22/24	60.36
8905	CAL TECH SUPPLY INC.	2025	21805	0	0	N	07/12/24	520.40
8927	ULINE	2025	180110349	0	0	N	07/02/24	135.80
14202	AMAZON CAPITAL SERVICES, INC.	2025	1C1G-3W4P-4RHV	0	0	N	07/30/24	147.00
Account: 100-47080-430			CHEMICAL SUPPLIES					
4778	NAPA LIBERTYVILLE	2025	945711	0	0	N	07/01/24	71.92
6484	GFL ENVIRONMENTAL	2025	LQ02337716	0	0	N	07/11/24	31.24
Account: 100-47120-430			CLOTHING ALLOWANCE					
205	CUTLER WORKWEAR	2025	PS-INV036956	0	0	N	08/01/24	87.27
14202	AMAZON CAPITAL SERVICES, INC.	2025	1DVT-C1FG-W36M	0	0	N	07/15/24	63.36
Account: 100-47440-430			GASOLINE					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84846/6	0	0	N	07/25/24	33.23
2413	AL WARREN OIL CO., INC	2025	W1673321	13772	1	N	08/01/24	15,414.11
2413	AL WARREN OIL CO., INC	2025	W1673322	13772	1	N	08/01/24	8,005.50
4778	NAPA LIBERTYVILLE	2025	947696	0	0	N	07/18/24	94.90
Account: 100-47520-430			MT MTLs ADMIN VEHICLES					
4778	NAPA LIBERTYVILLE	2025	945605	0	0	N	07/01/24	197.99
4778	NAPA LIBERTYVILLE	2025	945621	0	0	N	07/01/24	-18.00
4778	NAPA LIBERTYVILLE	2025	946119	0	0	N	07/05/24	10.79
14076	BRAD MANNING FORD INC	2025	253660FOW	0	0	N	07/05/24	202.85
Account: 100-47521-430			MT MTLs INSP VEHICLES					
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023693	0	0	N	07/25/24	454.40
Account: 100-47522-430			MT MTLs AMBULANCES					
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023697	0	0	N	07/25/24	727.48
Account: 100-47523-430			MT MTLs FIRE APPARATUS					

apaivckdt2 vjankowski
 16:15 08/05/24
 Fund: 100 CORPORATE
 Vendor Vendor Name

Village of Mundelein, IL
 Invoice List by Check Date

Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
105	ACE HARDWARE OF LIBERTYVILLE	2025	84841/6	0	0	N	07/25/24	8.37
3215	GRAINGER	2025	9197765549	0	0	N	07/29/24	504.43
4561	FIRE SERVICE INC	2025	WI-13105	0	0	N	07/03/24	311.69
4778	NAPA LIBERTYVILLE	2025	945472	0	0	N	06/28/24	-67.54
4778	NAPA LIBERTYVILLE	2025	945587	0	0	N	07/01/24	7.99
4778	NAPA LIBERTYVILLE	2025	945681	0	0	N	07/01/24	340.87
6158	CUMMINS SALES AND SERVICE	2025	F2-75857	0	0	N	07/24/24	48.64
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136084	0	0	N	07/03/24	76.28
7946	CIT TRUCKS LLC	2025	112P245022	0	0	N	07/10/24	255.20
7946	CIT TRUCKS LLC	2025	112P245141	0	0	N	07/11/24	17.44
7946	CIT TRUCKS LLC	2025	112P245296	0	0	N	07/11/24	83.50
7946	CIT TRUCKS LLC	2025	112P246136	0	0	N	07/15/24	-6.70
7946	CIT TRUCKS LLC	2025	112P246137	0	0	N	07/15/24	-39.71
7946	CIT TRUCKS LLC	2025	112P247166	0	0	N	07/22/24	114.77
7946	CIT TRUCKS LLC	2025	112P247187	0	0	N	07/23/24	8.07
7946	CIT TRUCKS LLC	2025	112P247308	0	0	N	07/24/24	1,280.64
7946	CIT TRUCKS LLC	2025	112P247432	0	0	N	07/23/24	1,532.66
7946	CIT TRUCKS LLC	2025	112P247500	0	0	N	07/24/24	13.45
7946	CIT TRUCKS LLC	2025	112P248722	0	0	N	07/31/24	21.52
13180	MACQUEEN EQUIPMENT LLC	2025	P29114	0	0	N	07/08/24	707.20
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023586	0	0	N	07/18/24	649.12
14132	ALUMITANK INC.	2025	S-INV038173	0	0	N	07/02/24	1,051.16
Account: 100-47524-430			MT MTLS PATROL VEHICLES					
1322	AUTO-WARES-ILLINOIS	2025	437-484778	0	0	N	07/10/24	83.99
4778	NAPA LIBERTYVILLE	2025	946558	0	0	N	07/09/24	13.48
4778	NAPA LIBERTYVILLE	2025	947533	0	0	N	07/17/24	12.05
6445	LIBERTYVILLE LINCOLN SALES INC	2025	5136053	0	0	N	07/02/24	88.00
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023485	0	0	N	07/10/24	1,067.06
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023585	0	0	N	07/18/24	445.50
14076	BRAD MANNING FORD INC	2025	253129FOW	0	0	N	06/28/24	62.42
14076	BRAD MANNING FORD INC	2025	253666FOW	0	0	N	07/05/24	612.98
14076	BRAD MANNING FORD INC	2025	253668FOW	0	0	N	07/05/24	612.98
14076	BRAD MANNING FORD INC	2025	253720FOW	0	0	N	07/09/24	236.96
14076	BRAD MANNING FORD INC	2025	CM253668FOW	0	0	N	07/08/24	-236.96
14268	SAUCEDO TOOLS INC	2025	3372	0	0	N	07/30/24	160.00
Account: 100-47525-430			MT MTLS HEAVY EQUIPMENT					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84738/6	0	0	N	07/11/24	12.58
105	ACE HARDWARE OF LIBERTYVILLE	2025	84770/6	0	0	N	07/15/24	10.76
105	ACE HARDWARE OF LIBERTYVILLE	2025	84822/6	0	0	N	07/22/24	12.58
1401	MCCANN INDUSTRIES INC.	2025	P56667	0	0	N	07/30/24	96.15
2469	WEST SIDE TRACTOR SALES	2025	W22536	0	0	N	07/16/24	532.91
4778	NAPA LIBERTYVILLE	2025	932062	0	0	N	05/01/24	44.94
4778	NAPA LIBERTYVILLE	2025	946424	0	0	N	07/08/24	147.54
14029	ARENDS HOGAN WALKER LLC	2025	11931587	0	0	N	07/03/24	645.52
14029	ARENDS HOGAN WALKER LLC	2025	11934919	0	0	N	07/10/24	123.16
14029	ARENDS HOGAN WALKER LLC	2025	11934921	0	0	N	07/10/24	231.56
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023617	0	0	N	07/22/24	401.00
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023683	0	0	N	07/25/24	1,240.00
14052	KNAPHEIDE-EQUIPMENT CO-CHICAGO	2025	068F125190	0	0	N	07/10/24	184.32
Account: 100-47526-430			MT MTLS DUMP TRUCKS					

apaivckdt2 vjankowski
 16:15 08/05/24
 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
1456	2025	MIDWEST HOSE AND FITTINGS INC 236058	0	0	N	07/18/24	115.05
4778	2025	NAPA LIBERTYVILLE 923994	0	0	N	05/01/24	382.34
7946	2025	CIT TRUCKS LLC 112P246808	0	0	N	07/18/24	109.04
10553	2025	SNAP-ON INDUSTRIAL ARV/54742926	0	0	N	07/30/24	77.35
Account: 100-47528-430 MT MTLs PICK-UP TRUCK							
1322	2025	AUTO-WARES-ILLINOIS 437-481847	0	0	N	05/15/24	34.59
4778	2025	NAPA LIBERTYVILLE 943772	0	0	N	06/17/24	91.00
4778	2025	NAPA LIBERTYVILLE 947324	0	0	N	07/16/24	335.75
4778	2025	NAPA LIBERTYVILLE 947504	0	0	N	07/17/24	293.58
4778	2025	NAPA LIBERTYVILLE 947531	0	0	N	07/17/24	6.74
4778	2025	NAPA LIBERTYVILLE 947861	0	0	N	07/19/24	32.00
6266	2025	INTERSTATE BATTERY SYSTEM 31156918	0	0	N	07/18/24	284.60
14051	2025	COMMERCIAL TIRE SERVICE, INC 6660023587	0	0	N	07/18/24	715.32
14051	2025	COMMERCIAL TIRE SERVICE, INC 6660023615	0	0	N	07/22/24	756.08
14051	2025	COMMERCIAL TIRE SERVICE, INC 6660023616	0	0	N	07/22/24	800.88
14052	2025	KNAPHEIDE-EQUIPMENT CO-CHICAGO 068F128996	0	0	N	05/01/24	1,071.74
14115	2025	ARLINGTON HEIGHTS FORD LLC 143823H	0	0	N	07/22/24	1.87
14202	2025	AMAZON CAPITAL SERVICES, INC. 1M6G-Q6C3-7CPQ	0	0	N	07/25/24	14.98
Account: 100-47535-430 CONTRACTUAL FIRE PARTS							
105	2025	ACE HARDWARE OF LIBERTYVILLE 84806/6	0	0	N	07/19/24	14.38
1322	2025	AUTO-WARES-ILLINOIS 437-485694	0	0	N	07/25/24	71.00
4778	2025	NAPA LIBERTYVILLE 945245	0	0	N	06/27/24	78.29
4778	2025	NAPA LIBERTYVILLE 945590	0	0	N	07/01/24	27.89
4778	2025	NAPA LIBERTYVILLE 945615	0	0	N	07/01/24	-60.26
5651	2025	HAVEY COMMUNICATIONS INC. 13388	0	0	N	07/29/24	154.00
9320	2025	FOSTER COACH SALES, INC 27837	0	0	N	07/30/24	406.01
9320	2025	FOSTER COACH SALES, INC 27943	0	0	N	07/31/24	1,217.90
9639	2025	WATEROUS COMPANY 1 0003208	0	0	N	07/15/24	28.49
13655	2025	LAWSON PRODUCTS, INC. 9311658982	0	0	N	07/01/24	47.62
Totals for department 430							48,508.43
Department: 440 STREET - ADMINISTRATION							
Program:							
Account: 100-46410-440 CONSULTING SERVICES							
789	2025	MUNICIPAL GIS PARTNERS, INC 7436	13821	1	N	07/31/24	2,300.00
Totals for department 440							2,300.00
Department: 441 STREET - MAINTENANCE							
Program:							
Account: 100-46670-441 MT ALL STREETS							
11645	2025	TKG ENVIRONMENTAL 38843	13638	1	N	07/05/24	3,699.30
Account: 100-46671-441 MT TRAFFIC SIGNALS							
7980	2025	MEADE, INC. 708570-R	0	0	N	05/31/24	370.46
7980	2025	MEADE, INC. 708630-R	0	0	N	05/20/24	219.36

apaivckdt2 vjankowski
 16:15 08/05/24
 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
7980 MEADE, INC.	2025	709341	0	0	N	07/31/24	370.46
Account: 100-46676-441		MT TREES					
1640 NEDCO LLC	2025	2418	13722	1	N	07/11/24	570.00
1640 NEDCO LLC	2025	2419	13722	1	N	07/11/24	783.00
Account: 100-46677-441		MT LANDSCAPING					
13340 LANDCARE USA LLC	2025	746969	13753	1	N	05/25/24	2,356.08
13340 LANDCARE USA LLC	2025	756197	13705	1	N	07/15/24	16,178.57
Account: 100-47070-441		TOOLS/SUPPLIES					
105 ACE HARDWARE OF LIBERTYVILLE	2025	84845/6	0	0	N	07/25/24	35.93
105 ACE HARDWARE OF LIBERTYVILLE	2025	84866/6	0	0	N	07/29/24	37.75
105 ACE HARDWARE OF LIBERTYVILLE	2025	84867/6	0	0	N	07/29/24	10.98
105 ACE HARDWARE OF LIBERTYVILLE	2025	84891/6	0	0	N	07/31/24	17.99
14202 AMAZON CAPITAL SERVICES, INC.	2025	1RWM-MGGM-99PY	0	0	N	07/22/24	78.89
Account: 100-47120-441		CLOTHING ALLOWANCE					
205 CUTLER WORKWEAR	2025	PS-INV036403	0	0	N	07/15/24	307.70
205 CUTLER WORKWEAR	2025	PS-INV036957	0	0	N	08/01/24	304.17
205 CUTLER WORKWEAR	2025	PS-INV036961	0	0	N	08/01/24	226.78
205 CUTLER WORKWEAR	2025	PS-INV036962	0	0	N	08/01/24	250.99
Account: 100-47420-441		ELECTRIC LIGHT/POWER					
535 COMED	2025	7701742000-0624	0	0	N	07/12/24	8,114.38
13500 AEP ENERGY	2025	3017244110-06	0	0	N	07/05/24	100.88
13500 AEP ENERGY	2025	3017244121-06	0	0	N	07/03/24	186.18
13500 AEP ENERGY	2025	3017244143-06	0	0	N	07/05/24	88.76
13500 AEP ENERGY	2025	3017244154-06	0	0	N	07/05/24	14.68
13500 AEP ENERGY	2025	3017244165-06	0	0	N	07/12/24	234.11
13500 AEP ENERGY	2025	3017244176-06	0	0	N	07/12/24	1,728.95
14184 IGS ENERGY	2025	0613769679D5	0	0	Y	07/18/24	136.29
Account: 100-47543-441		MT MTLs BITUMINOUS PATCH					
1793 PETER BAKER & SON CO.	2025	46879	0	0	N	07/15/24	460.00
1793 PETER BAKER & SON CO.	2025	47025	0	0	N	07/22/24	124.00
1793 PETER BAKER & SON CO.	2025	47178	0	0	N	07/29/24	655.96
Totals for department 441							37,662.60
Totals for fund 100							1,039,969.42 **

apaivckdt2 vjankowski
16:15 08/05/24
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

2025 STREETS
4485.470-3

13663

1

N

07/17/24

9,305.00

Totals for department 442

-----9,305.00-----

Totals for fund 210

-----9,305.00 **

apaivckdt2 vjankowski
 16:15 08/05/24
 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	2025	49596	14020	1	N	05/01/24	400.00
5008	2025	50604	13640	1	N	07/20/24	400.00
Account: 271-46677-427 MT LANDSCAPING							
13340	2025	756197	13705	1	N	07/15/24	2,250.00
Account: 271-47420-427 ELECTRIC LIGHT/POWER							
14184	2025	0613769679D5	0	0	Y	07/18/24	366.30
Account: 271-47510-427 MT MTLs BLDGS & GROUNDS							
105	2025	84875/6	0	0	N	07/29/24	40.48
105	2025	84900/6	0	0	N	08/01/24	9.30
8305	2025	0014152	0	0	N	07/25/24	42.41
8305	2025	9013517	0	0	N	07/16/24	58.94
Account: 271-48799-427 OTHER INFRASTRUCTURE IMPR							
1170	2025	62125188	0	0	N	07/26/24	17.09
8305	2025	9014267	0	0	N	07/26/24	40.33
Totals for department 427							3,624.85
Totals for fund 271							3,624.85 **

apaivckdt2 vjankowski
16:15 08/05/24
Fund: 272 EQUIPMENT
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Add Inv	Invoice Date	Item Value With Freight	
Department: 315 POLICE								
Program:								
Account: 272-48350-315								
5651 HAVEY COMMUNICATIONS INC.	2025	13393		PATROL VEHICLES	13303	1 N 07/30/24	14,621.60	
Totals for department 315							14,621.60	
Department: 425 FACILITY DIVISION								
Program:								
Account: 272-48360-425								
14253 USSI RENTALS, INC.	2025	0077238-IN		HEAVY EQUIPMENT VEHICLES	13340	1 N 06/26/24	88,450.00	
Totals for department 425							88,450.00	
Totals for fund 272							103,071.60	**

apaivckdt2 vjankowski
16:15 08/05/24
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							
6664 CONVERGINT TECHNOLOGIES	2025	IN00221638	0	0	N	07/26/24	500.00
13340 LANDCARE USA LLC	2025	756197	13705	1	N	07/15/24	1,250.00
Account: 294-47420-294 ELECTRIC LIGHT/POWER							
14184 IGS ENERGY	2025	0613769679D5	0	0	Y	07/18/24	6,326.74
Account: 294-47430-294 HEATING FUELS							
1670 NORTH SHORE GAS	2025	5088903964	0	0	N	07/05/24	338.31
1670 NORTH SHORE GAS	2025	5103423600	0	0	N	07/17/24	365.38
14184 IGS ENERGY	2025	432232	0	0	Y	07/26/24	316.79
Totals for department 294							9,097.22
Totals for fund 294							9,097.22 **

apaivckdt2 vjankowski
16:15 08/05/24
Fund: 296 STATE DRUG ASSETS
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: 317 FBI SEIZURES

Program:

Account: 296-46999-317
14307 FRONTLINE PUBLIC SAFETY

MISC OTHER SERVICES
2025 FL58928-2 13994

1 N 07/11/24 3,400.00

Totals for department 317 -----3,400.00

Totals for fund 296 -----3,400.00 **

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apaivckdt2  vjankowski
16:15 08/05/24
Fund: 300 BOND LEVY
Vendor Vendor Name
Number
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Village of Mundelein, IL Invoice List by Check Date

Vendor Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL Program:								
Account: 300-46436-000 126	AMALGAMATED BANK OF CHGO	2025	PAYING AGENT 70430824	0	0	N	08/01/24	475.00
Totals for department								-----475.00
Totals for fund 300								-----475.00 **

apaivckdt2 vjankowski
16:15 08/05/24
Fund: 340 TIF DOWNTOWN 2
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: NON DEPARTMENTAL

Program:

Account: 340-25000-000
4982 FREMONT PUBLIC LIBRARY

ACCOUNTS PAYABLE
2025 TIF 2024 14015

1 N 07/22/24 15,137.43

Totals for department -----15,137.43

Totals for fund 340 -----15,137.43 **

apaivckdt2 vjankowski
16:15 08/05/24

Village of Mundelein, IL
Invoice List by Check Date

Fund: 413 COM DEVELOPMENT BLOCK GRT
Vendor Vendor Name

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

Department: 449 COMMUNITY DEVLPMNT INCENTIVES

Program:

Account: 413-46412-449

857 GEWALT HAMILTON ASSOC INC

Remarks:

2025 ENGINEERING DESIGN
4485.030-12 277901
20220112 P2779001

1 N 07/17/24 8,259.00

Totals for department 449

8,259.00

Totals for fund 413

8,259.00 **

apaivckdt2 vjankowski
 16:15 08/05/24
 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	2025	U0030000861006A	0	0	Y	08/01/24	50.00
Remarks: 003 0000861 006 Utility Billing Refund							
99999	2025	U0040004904009A	0	0	Y	08/01/24	5.00
Remarks: 004 0004904 009 Utility Billing Refund							
99999	2025	U0410000123007A	0	0	Y	08/01/24	63.45
Remarks: 041 0000123 007 Utility Billing Refund							
99999	2025	U0400000292001A	0	0	Y	08/01/24	153.15
Remarks: 040_0000292_001 Utility Billing Refund							
Totals for department							271.60
Department: 451 SEWER - ADMINISTRATION							
Program:							
Account: 500-46410-451 CONSULTING SERVICES							
789	2025	7436	13821	1	N	07/31/24	4,602.54
Account: 500-46425-451 UTILITY SVC REIMBURS PROGRAM							
99997	2025	062024-001	13947	1	Y	06/20/24	3,975.00
Account: 500-47520-451 MT MTLS ADMIN VEHICLES							
4778	2025	936171	0	0	N	05/01/24	275.96
Totals for department 451							8,853.50
Department: 452 SEWER - UPTOWN							
Program:							
Account: 500-47090-452 JULIE LOCATING SUPPLIES							
1850	2025	2/905470	0	0	N	07/29/24	85.00
Account: 500-47120-452 CLOTHING ALLOWANCE							
205	2025	PS-INV036624	0	0	N	07/22/24	152.95
Account: 500-47199-452 MISC PERSONAL SAFETY EQ							
14202	2025	1J66-HPL7-NLNC	0	0	N	07/17/24	322.80
Account: 500-47330-452 MOBILE PHONE CHARGES							
7105	2025	9969338214	0	0	N	07/18/24	140.16
Account: 500-47420-452 ELECTRIC LIGHT/POWER							
14184	2025	0613769679D5	0	0	Y	07/18/24	1,677.15
Account: 500-47430-452 HEATING FUELS							
1670	2025	5089566197	0	0	N	07/05/24	83.87
Account: 500-47510-452 MT MTLS BLDGS & GROUNDS							
8305	2025	2012589	0	0	N	07/03/24	24.48
Account: 500-47525-452 MT MTLS HEAVY EQUIPMENT							
1410	2025	30258769	0	0	N	07/17/24	67.68
2784	2025	P51063	0	0	N	07/11/24	43.91

apaivckdt2 vjankowski
 16:15 08/05/24
 Fund: 500 WATERWORKS & SEWERAGE
 Vendor Vendor Name

Village of Mundelein, IL
 Invoice List by Check Date

Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
2784	STANDARD EQUIPMENT CO.	2025	P51282	0	0	N	07/19/24	315.58
14052	KNAPHEIDE-EQUIPMENT CO-CHICAGO	2025	068F125605	0	0	N	07/11/24	591.05
Account: 500-47528-452			MT MTLs PICK-UP TRUCK					
4778	NAPA LIBERTYVILLE	2025	940186	0	0	N	05/20/24	83.12
Totals for department 452								3,587.75
Department: 453 SEWER -TREATMENT PLANTS								
Program:								
Account: 500-46620-453			MT BUILDING & GROUNDS					
13340	LANDCARE USA LLC	2025	756197	13705	1	N	07/15/24	2,500.00
14213	PROLINE MECHANICAL INC	2025	19729	13734	1	N	07/24/24	11,254.00
14213	PROLINE MECHANICAL INC	2025	19730	14023	1	N	07/24/24	2,626.00
Account: 500-46699-453			MISC MAINTENANCE SERVICE					
1078	ILLINOIS EPA	2025	IL0022501FYE25	13940	1	N	06/18/24	17,500.00
1078	ILLINOIS EPA	2025	ILR006234	13940	1	N	06/18/24	500.00
1078	ILLINOIS EPA	2025	ILR400395	13940	1	N	06/18/24	1,000.00
Account: 500-46910-453			FREIGHT					
6636	HAWKINS, INC	2025	6818087	0	0	N	07/23/24	53.50
9062	LIBERTY PROCESS EQUIPMENT	2025	0103712-IN	0	0	N	07/24/24	316.18
Account: 500-47050-453			LABORATORY SUPPLIES					
7135	USABLUEBOOK	2025	INV00431101	0	0	N	07/23/24	653.36
Account: 500-47051-453			TERTIARY TREATMENT					
6636	HAWKINS, INC	2025	6818087	0	0	N	07/23/24	1,989.00
12445	USALCO, LLC	2025	910116825	13872	1	N	07/23/24	11,239.20
Account: 500-47080-453			CHEMICAL SUPPLIES					
4441	POLYDYNE INC.	2025	1846975	13931	1	N	07/05/24	3,927.94
Account: 500-47199-453			MISC PERSONAL SAFETY EQ					
205	CUTLER WORKWEAR	2025	PS-INV036422	0	0	N	07/16/24	17.98
205	CUTLER WORKWEAR	2025	PS-INV036485	0	0	N	07/18/24	8.99
Account: 500-47420-453			ELECTRIC LIGHT/POWER					
14184	IGS ENERGY	2025	0613769679D5	0	0	Y	07/18/24	14,298.25
Account: 500-47430-453			HEATING FUELS					
14184	IGS ENERGY	2025	432232	0	0	Y	07/26/24	476.91
Account: 500-47510-453			MT MTLs BLDGS & GROUNDS					
105	ACE HARDWARE OF LIBERTYVILLE	2025	381840/1	0	0	N	07/30/24	84.52
985	HINCKLEY SPRINGS	2025	2594353071124	0	0	N	07/11/24	46.57
3215	GRAINGER	2025	9197633754	0	0	N	07/29/24	81.30
4969	DRYDON/A DXP COMPANY	2025	000370323	0	0	N	07/19/24	348.91
8442	MENARD, INC	2025	19278	0	0	N	07/15/24	39.98
8442	MENARD, INC	2025	19326	0	0	N	07/16/24	20.94
8442	MENARD, INC	2025	19776	0	0	N	07/25/24	16.83
8442	MENARD, INC	2025	19826	0	0	N	07/29/24	14.08
8442	MENARD, INC	2025	19944	0	0	N	07/29/24	8.13
8442	MENARD, INC	2025	20070	0	0	N	07/31/24	19.14
Account: 500-47525-453			MT MTLs HEAVY EQUIPMENT					
4778	NAPA LIBERTYVILLE	2025	945770	0	0	N	07/02/24	5.33
Account: 500-47530-453			MT MTLs OTHER EQUIPMENT					

apaivckdt2 vjankowski
 16:15 08/05/24
 Fund: 500 WATERWORKS & SEWERAGE
 Vendor Vendor Name

Village of Mundelein, IL
 Invoice List by Check Date

Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
9713	RUSSO POWER EQUIPMENT	2025	SPI20740733	0	0	N	07/15/24	42.57
Account: 500-47531-453			MT MTLs PUMP EQUIPMENT					
2134	STEINER ELECTRIC COMPANY	2025	S007597892.001	0	0	N	07/15/24	1,010.74
9062	LIBERTY PROCESS EQUIPMENT	2025	0103712-IN	13702	1	N	07/24/24	9,980.70
Account: 500-47532-453			MT MTLs ELECTRICAL EQUIP					
2134	STEINER ELECTRIC COMPANY	2025	S007593914.001	0	0	N	07/10/24	340.55
Account: 500-47542-453			MT MTLs SAND					
7410	DAHME ENTERPRISES INC.	2025	2099	0	0	N	07/08/24	622.48
Totals for department 453								81,044.08
Department: 461 WATER - ADMINISTRATION								
Program:								
Account: 500-46410-461			CONSULTING SERVICES					
789	MUNICIPAL GIS PARTNERS, INC	2025	7436	13821	1	N	07/31/24	4,602.00
Account: 500-46415-461			COMPUTER SOFTWARE SUPPORT					
14033	RITTER GIS INC	2025	21887	13642	1	N	08/01/24	2,000.00
14033	RITTER GIS INC	2025	21888	13894	1	N	08/01/24	4,667.00
Totals for department 461								11,269.00
Department: 462 WATER - MAINTENANCE								
Program:								
Account: 500-46450-462			CHEMICAL ANALYSIS					
1810	PACE ANALYTICAL SERVICES	2025	247205602	0	0	N	05/31/24	1,997.00
1810	PACE ANALYTICAL SERVICES	2025	247212392	0	0	N	07/31/24	831.00
Account: 500-46620-462			MT BUILDING & GROUNDS					
13340	LANDCARE USA LLC	2025	756197	13705	1	N	07/15/24	2,500.00
Account: 500-46650-462			MT ELECTRIC EQUIPMENT					
542	CONCENTRIC INTEGRATION	2025	0261249	14017	1	N	07/22/24	5,803.79
Account: 500-46691-462			MT PUMP STATIONS					
542	CONCENTRIC INTEGRATION	2025	0261248	0	0	N	07/22/24	248.23
2270	UMBDENSTOCK ELECTRIC INC.	2025	0922-165/7	0	0	N	07/24/24	170.00
Account: 500-47070-462			TOOLS/SUPPLIES					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84805/6	0	0	N	07/23/24	5.02
8305	HOME DEPOT CREDIT SVCS.	2025	4012468	0	0	N	07/01/24	29.94
8754	AMERICAN GASES CORPORATION	2025	562187	0	0	N	07/25/24	42.06
Account: 500-47090-462			JULIE LOCATING SUPPLIES					
1850	PROSAFETY INC.	2025	2/905470	0	0	N	07/29/24	493.00
Account: 500-47120-462			CLOTHING ALLOWANCE					
205	CUTLER WORKWEAR	2025	PS-INV036896	0	0	N	07/30/24	170.95
205	CUTLER WORKWEAR	2025	PS-INV036927	0	0	N	07/31/24	44.98
205	CUTLER WORKWEAR	2025	PS-INV036958	0	0	N	08/01/24	300.57
Account: 500-47420-462			ELECTRIC LIGHT/POWER					
14184	IGS ENERGY	2025	0613769679D5	0	0	Y	07/18/24	10,813.36
Account: 500-47430-462			HEATING FUELS					

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 16:15 08/05/24
 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
14184	IGS ENERGY	2025	432232	0	0	Y	07/26/24	1.50
Account:	500-47510-462		MT MTLS BLDGS & GROUNDS					
105	ACE HARDWARE OF LIBERTYVILLE	2025	84823/6	0	0	N	07/23/24	20.21
2428	WATER PRODUCTS CO AURORA, INC	2025	0323754	0	0	N	07/19/24	150.60
7135	USABUEBOOK	2025	INV00434337	0	0	N	07/26/24	661.45
Account:	500-47525-462		MT MTLS HEAVY EQUIPMENT					
13655	LAWSON PRODUCTS, INC.	2025	9311689334	0	0	N	07/15/24	24.00
14051	COMMERCIAL TIRE SERVICE, INC	2025	6660023614	0	0	N	07/22/24	449.12
Account:	500-47527-462		MT MTLS UTILITY VANS					
4778	NAPA LIBERTYVILLE	2025	931461	0	0	N	05/01/24	202.80
Account:	500-47563-462		MT MTLS WATERMAINS					
934	CORE & MAIN LP	2025	V085295	13794	1	N	07/10/24	1,440.38
934	CORE & MAIN LP	2025	V152918	0	0	N	07/05/24	1,590.00
934	CORE & MAIN LP	2025	V221278	13794	1	N	07/10/24	1,125.67
934	CORE & MAIN LP	2025	V258565	0	0	N	07/17/24	575.40
10553	SNAP-ON INDUSTRIAL	2025	ARV/53199502	0	0	N	07/30/24	45.81
Account:	500-47565-462		MT MTLS PUMPING STATIONS					
3215	GRAINGER	2025	9193229565	0	0	N	07/24/24	1,005.72
8305	HOME DEPOT CREDIT SVCS.	2025	6012965	0	0	N	07/09/24	22.50
Account:	500-47566-462		MT MTLS WATER TOWERS					
8305	HOME DEPOT CREDIT SVCS.	2025	3013893	0	0	N	07/22/24	3.98
8305	HOME DEPOT CREDIT SVCS.	2025	3013898	0	0	N	07/22/24	7.96
Account:	500-47599-462		MISC MAINT MATERIALS					
7135	USABUEBOOK	2025	INV00433412	0	0	N	07/25/24	315.51
Totals for department 462								31,092.51
Department: 463 WATER - METER READING								
Program:								
Account:	500-46441-463		PRINTING SERVICES					
14102	INFOSEND, INC.	2025	268120	14064	1	N	07/31/24	861.89
Account:	500-47015-463		OFFICE SUPPLIES					
14202	AMAZON CAPITAL SERVICES, INC.	2025	1QJW-YL31-3GN7	0	0	N	07/18/24	209.97
Account:	500-47016-463		POSTAGE					
14102	INFOSEND, INC.	2025	268120	14064	2	N	07/31/24	2,863.42
Totals for department 463								3,935.28
Totals for fund 500								140,053.72 **

apaivckdt2 vjankowski
16:15 08/05/24
Fund: 520 DEPRECIATION
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: 456 UPTOWN SR (DEP)							
Program:							
Account: 520-48775-456 SANITARY SEWER LINES							
13535 RANDALL HARKER	2025	2372		13881	1 N	07/16/24	10,350.00
13535 RANDALL HARKER	2025	2373		13883	1 N	07/16/24	4,700.00
Totals for department 456							15,050.00
Department: 457 SWR TREATMENT PLANT (DEP)							
Program:							
Account: 520-48770-457 SEWER PLANT							
3263 A-LAMP CONCRETE	2025	17730		13679	1 N	08/01/24	151,508.50
Totals for department 457							151,508.50
Totals for fund 520							166,558.50 **

apaivckdt2 vjankowski
16:15 08/05/24
Fund: 630 ESCROW DEPOSITS
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 28

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL							
Program:							
Account: 630-27620-000		ESCROW TOP SOIL					
99998 NICHOLAS DOLLENMAIER	2025	07222024	0	0	Y	07/25/24	500.00
Account: 630-27775-000		CONC 2022-006 WIRTZ					
14278 RYAN, LLC	2025	816883	13682	1	N	08/01/24	3,050.00
Account: 630-27777-000		CONC 2022-007 CAR WASH RT	83				
857 GEWALT HAMILTON ASSOC INC	2025	4485.036-2	0	0	N	07/17/24	432.00
Account: 630-27790-000		CONC 2024-001 BUTTERFIELD APTS					
857 GEWALT HAMILTON ASSOC INC	2025	4485.036-2	0	0	N	07/17/24	108.00
Account: 630-27810-000		OLD #1 FIRE ENGINE					
323 BOB STADLMAN	2025	OLD#1 072024	0	0	N	08/02/24	122.05
Account: 630-27840-000		BIKE RACE SPONSORSHIP					
2184 LAKE STREET RENTAL	2025	01-325785-07	14046	1	N	07/23/24	990.00
2259 ULTIMATE SCREEN PRINTING	2025	148999	14047	1	N	07/18/24	1,406.00
6794 PROMOTIONAL PRODUCTS CO-OP LLC	2025	PPP-36262	14049	1	N	07/19/24	402.00
14035 FLOOD'S ROYAL FLUSH INC	2025	I34448	14048	1	N	07/22/24	1,975.00
Totals for department							8,985.05
Totals for fund 630							8,985.05 **
apaivckdt2 vjankowski							
16:15 08/05/24							
Fund: 630 ESCROW DEPOSITS							
Village of Mundelein, IL							
Invoice List by Check Date							
Page 28							
Sub-Total							1,507,936.79 ***

Village of Mundelein, IL									
AP List Checks Invoices									
Check Number	Check Date	Vendor Number	Vendor Name	Invoice Number	Invoice Date	Payment Date	Account Number	Account Description	Invoice Amount
18077	07/22/2024	14308	CHICAGO BEVERAGE SYSTEMS	BK RC 072224	07/22/2024	07/22/2024	630-27840-000	BIKE RACE SPONSORSHIP	\$251.10
								Grand Total	\$1,508,187.89
								AT&T	-\$8,226.44
									<u>\$1,499,961.45</u>

To: Mayor and Board of Trustees

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

For: Village Board Meeting of August 12, 2024

Subject: Governing Body - AT&T

Financial Impact:

\$813.53 - 100-47310-202 - Ameritech Charges
\$490.00 - 100-47310-321 - Ameritech Charges
\$610.33 - 100-47310-325 - Ameritech Charges
\$6,312.58 - 100-47330-202 - Ameritech Charges

Attachments:

1. Governing Body-AT&T

Background:

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

Recommendation:

Motion to approve the payment of bills, as indicated on the report dated 08/12/24.

DATE	VENDOR	AMOUNT
08/12/2024	AT&T	\$1,913.86
08/12/2024	AT&T MOBILITY	\$6,312.58



GOVERNING BODY

DISBURSEMENTS REPORT – AT&T

August 12, 2024

Check/Invoice Report

Begin check: 18097 to 18098

Check Number	Check Date	Chk Stat	Vendor Number	Vendor Name	Account Number	Line Item Value
Cash Account: 999-11000-000						
18097	08/12/24	0	7652	AT & T	CONSOLIDATED CASH	
					100-47310-325	610.33
					100-47310-321	245.00
					100-47310-321	245.00
					100-47310-202	453.32
					100-47310-202	360.21
				Check Total		1,913.86
18098	08/12/24	0	768	AT&T MOBILITY	100-47330-202	2,227.81
					100-47330-202	4,084.77
				Check Total		6,312.58
				Final Totals		8,226.44
* * End of Report * *						

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 12, 2024

Subject: Application for Municipal Acceptance on a County Highway

Financial Impact:

None

Attachments:

1. Mundelein Municipal Acceptance Form

Background:

Municipalities must request permission from the County Engineer of Lake County to locate and maintain Municipal Utilities/Facilities within the right-of-way limits of a County Highway in accordance with the Lake County Highway Temporary Closure and Utility and Facility Placement Ordinance. The Springs of Mundelein development project along Butterfield Road will include additional sidewalk and water main that the Village will ultimately maintain. The Village is required to complete the application process to receive authorization to do so in the Lake County right-of-way.

Recommendation:

Motion to Authorize the Mayor and Village Clerk to sign the Lake County Division of Transportation's Municipal Utility/Facility Acceptance on a County Highway Application for the Springs of Mundelein project.



600 W. Winchester Road
Libertyville, IL 60048
Telephone: (847) 377-7400
hdpermits@lakecountyil.gov

MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

Municipality: Village Of Mundelein
Mailing Address: 300 Plaza Circle, Mundelein, IL 60060
Website: https://www.mundelein.org Telephone: 847-949-3200

Being a municipal corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to locate and maintain the below described Municipal Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended. The Municipal Facility is described as follows:

1. **Name of County Highway:** Butterfield Rd

2. **Location of Facility:** From: Sta 80+40 (Huntington Dr South R/W)
(From street to street with offsets) To: Sta 91+33 (Approximately 350' North of Allanson Road R/W)

3. **Type of Municipal Facility** (check all that apply):
☐ Street lighting ☐ Sanitary sewer line ☒ Water main/Water line
☒ Sidewalk ☐ Bike path ☐ Other _____

4. **Facility to be constructed by** (check all that apply):
☐ Municipal Crew ☐ Contractor ☒ Developer
☐ Other Enter text.

Name & Company: Continental 770 Fund, LLC
Mailing Address: W143 N8675 Executive Parkway Menomonee Falls, WI 53051
Telephone Number: 262-532-9455 Mobile Number: Enter text.
E-mail Address: bwustmann@cproperties.com

Additional contact (if needed):
Name & Company: Enter text.
Mailing Address: Enter text.
Telephone Number: Enter text. Mobile Number: Enter text.
E-mail Address: Enter text.

5. **Comments** (if needed): Enter text.
Enter text.

NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form.
THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

GENERAL CONDITIONS FOR MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Facility will be located.
8. Unless otherwise stated in the issued Facility Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Facility, then the Municipality, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK

ATTEST:

FOR THE MUNICIPALITY:

Municipal Clerk

By: _____
Municipal Mayor/President

(Printed name of above signature)

(Printed name of above signature)

Date: _____

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 12, 2024

Subject: Snow and Ice Control Services - Zone 7

Financial Impact:

\$70,000 - 100-46670-441 - Mt. All Streets

Attachments:

None

Background:

The FY25 budget provides funds for contractual snow and ice control services in Zone 7. A three-year contract (FY24-26) was awarded to Midwest Snow Solutions on August 28, 2023. This is year two of the three-year contract.

Recommendation:

Motion to approve purchase order number 14069 in the amount of \$70,000 to Midwest Snow Solutions, Wauconda, Illinois, for contractual snow and ice control services in Zone 7.

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 12, 2024

Subject: Snow and Ice Control Services - Zone 8

Financial Impact:

\$45,000 - 100-46670-441 - Mt. All Streets

Attachments:

None

Background:

The FY25 budget provides funds for contractual snow and ice control services in Zone 8 (Grand Dominion subdivision and Beckett Crossing). A four-year contract (FY24-27) was awarded to Yellowstone Landscape, Wauconda, IL, on September 25, 2023. This is year two of the four-year contract.

Recommendation:

Motion to approve purchase order number 14070 in the amount of \$45,000 to Yellowstone Landscape, Wauconda, IL, for contractual snow and ice control services in Zone 8.

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of August 12, 2024

Subject: Snow and Ice Control Services - Zone 9

Financial Impact:

\$70,000 - 100-46670-441 - Mt. All Streets

Attachments:

None

Background:

The FY25 budget provides funds for contractual snow and ice control services in Zone 9 (Village-owned facilities). A three-year contract (FY23-25) was granted to Kinnucan Tree Experts and Landscaping Company, Inc. in 2022. This is the final year of the three-year contract.

Recommendation:

Motion to approve purchase order number 14071 in the amount of \$70,000 to Robert Kinnucan Tree Experts and Landscaping Company, Inc., Lake Bluff, Illinois, for contractual snow and ice control services in Zone 9.